



WHITFIELD COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
Monday, June 9th, 2025 at 6:00 PM
Courthouse Meeting Room, 205 N. Selvidge Street, Dalton, GA

- (1) Call to Order by the Chair
- (2) Invocation and Pledge of Allegiance to the Flag
- (3) Determination of Quorum
- (4) Approval of Agenda
- (5) Consent Agenda Items
 - a. Approve any budget amendment for 2024 as needed by our financial auditors and in compliance with all state regulations for approved items and passing votes from last month's public Board of Commissioners meeting
- (6) Approval of Minutes
 - a. May 12, 2025 Regular Business Meeting
- (7) Recognitions, Proclamations, and/or Awards
 - a. Melanie Gallman – March 2025 Employee of the Month
 - b. Randy Evans – April 2025 Employee of the Month
- (8) Public Hearing
 - a. Alcohol Beverage License Application
 1. RJR Group LLC d/b/a Smoke Shop & Beverage – 2709 Chattanooga Rd. Ste 2, Rocky Face, GA
- (9) Reports to the Board
 - a. Report of Chair
 - b. Report of other Commissioners
 - c. Report of County Administrator
 - d. Report of Department Heads/Staff
 1. Finance – April 2025 Financials
- (10) Public Comment

First Readings

New Business

- (11) Alcohol Beverage License Applications
 - a. RJR Group LLC d/b/a Smoke Shop & Beverage – 2709 Chattanooga Rd. Ste 2, Rocky Face, GA
- (12) County Administrator Contract
- (13) Intergovernmental Agreement between Sheriff's Office & Tax Commissioner
- (14) Public Works
 - a. Ridge Road Culvert Replacement
 - b. Equipment Purchase –Komatsu PC88 MR-11
- (15) Engineering
 - a. MOU with GDOT for New Road Maintenance
 - b. Contract Award for Dug Gap Rd Corridor Study

Continued.....

- (16) Magistrate Court – Vehicle Surplus
- (17) Corrective Right of Way Deed – Enterprise Drive
- (18) Whitfield County Merit Board Appointments
 - a. Re-Appointment Tim Holt (5 year term)
 - b. Appointment Louis Fordham (5 year term)
- (19) Library Board Appointments
 - a. Dr. Lee Collins - Principal Dalton High School - Term of 3 years. (Dr. Collins will be replacing Kathryn Sellers whose term is expiring June, 2025 and is term-limited)
 - b. Amanda Hunt - Direct Packaging, Administrative Services Manager - Term 1 year (to fill vacancy and auto-appointment for a Term of 3 years.
 - c. Amy Allen - Elementary District Literacy Coach for Whitfield County Schools - Term of 3 years. (Ms. Allen will be replacing Anna Adamson whose term is expiring June, 2025 and Ms. Adamson has also assumed responsibility of managing Believe Greater Dalton).
 - d. Marcy Muller - Staff Attorney, Georgia Legal Services Program - Term of 3 years. (This is presently a vacant/open Board seat)
- (20) City of Varnell Annexation Request – Parcel # 11-263-01-042
- (21) Planning Commission Rezoning Recommendations
 - a. Lixandro Ramirez – Parcel No. 12-355-01-002
 - b. Westbrow Development – Parcel No. 12-086-44-000 & 12-086-12-000
 - c. Joe Stanley Moore – Parcel No. 10-141-01-000
- (22) District Attorney – SPCR Contract
- (23) Better Government 2026:
 - a. Budget Savings
 - b. Ordinance Review
- (24) Public Comment for General or Future Matters
- (25) Adjournment

**** POTENTIAL ADDITIONAL ITEMS**

- (1) Sheriff's Office – Axon Taser, Body Camera & Video System Contract
- (2) Repeal of Ordinance 2020-1026
- (3) Termination of Prater's Mill Lease

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REGULAR BUSINESS MEETING

The Chairman called the meeting to order.
Invocation conducted.
Pledge of allegiance to the Flag.
Roll call to determine quorum

The following members were present:

Jevin Jensen, Chairman
Barry W. Robbins, Vice-Chair
Robby Staten, Member
John Thomas, Member
Greg Jones, Member

Others Present:

Robert Smalley, County Attorney
Robert Sivick, County Administrator
Department Heads
Citizens
Press

Motion was made by Commissioner Jones and seconded by Commissioner Robbins to amend the agenda to include an executive session for the purpose of personnel. The agenda was approved 4-0, with Commissioners Jones, Staten, Thomas, and Robbins in agreement.

Approval of Minutes: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the April 14, 2025 Regular Business Meeting Minutes as presented. The motion was approved 4-0, with Commissioners Jones, Staten, Thomas, and Robbins in agreement.

Ratify – Proclamation National Day of Prayer: Motion was made by Commissioner Jones and seconded by Commissioner Robbins to ratify the proclamation designating May 1, 2025 as National Day of Prayer in Whitfield County. The motion was approved 4-0, with Commissioners Robbins, Staten, Thomas and Jones in agreement.

Public Hearings:

Chairman Jensen called for a Public Hearing to hear any comments or concerns the public may have regarding an alcohol license application for Ali 1026 LLC d/b/a Neighbors Market located at 3604 Cleveland Hwy, Dalton GA.

There being no comments or concerns expressed, Chairman Jensen declared the public hearing closed

Chairman Jensen then called for a Public Hearing to hear any comments or concerns the public may have regarding an alcohol license application for Arenas El Sueno Mex. Restaurant d/b/a El Sueno Mexican Restaurant. Located at 4109 S. Dixie Hwy, Dalton, GA.

There being no comments or concerns expressed, Chairman Jensen declared the public hearing closed

Chairman's Report: Chairman Jensen noted that citizens still have time to appeal their property assessments at the Tax Assessors Offices. Jensen further noted that Clerk of Superior Court Babs Bailey has been awarded the 2024 Stetson F. Bennett Superior Court Clerk of the Year Award for Georgia's Judicial District 7 and that Whitfield County has been recognized with a 2025 Georgia County Excellence Award for its First Responders Fire Academy. Hosted jointly by the Association County Commissioners of Georgia (ACCG) and Georgia Trend magazine the awards program honors innovative and cost-effective county programs that meet the needs of citizens while enhancing their quality of life.

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Report from Commissioners:

Commissioners Robbins, Staten, Thomas and Jones did not have any updates to report for this month.

County Administrator Report:

County Administrator Robert Sivick informed the upcoming Senior Centers Gaiter Walk on May 16. Sivick also noted that the Hamilton Street Rural Workforce Housing Project held a ground-breaking event on May 15.

March 2025 Financial Statement: Motion was made by Commissioner Staten and seconded by Commissioner Robbins to approve the February Financial Statement as presented by Chief Finance Officer Debbie Godfrey. Local Option Sales Tax (LOST) collections: March collections of \$1,266,117 were 4.74% less than budgeted collections of \$1,329,167. This was .53% less than February collections of \$1,272,807. YTD collections of \$3,784,242 were 2.91% more than PY collections of \$3,677,147 for the same time frame. TAVT collections: March collections of \$536,801 were 37.47% more than February collections of \$390,481. YTD collections of \$1,332,666 were 5.08% less than PY collections of \$1,404,062 for the same time frame. YTD actual revenues of \$10,412,010 were less than projected revenues of \$10,855,372 by \$443,362 or 4.08%. YTD actual expenditures of \$14,742,358 were more than projected expenditures of \$14,631,051 by \$111,307 or up by .76%. Actual March 31 ending fund balance= \$30,434,971. The motion was approved 4-0, with Commissioners Staten, Thomas, Jones and Robbins in agreement.

Public Comment:

No comments.

Alcohol Beverage License Applications: Motion was made by Commissioner Jones and seconded by Commissioner Staten to approve the alcohol beverage applications for Ali 1026 LLC d/b/a Neighbors Market – 3604 Cleveland Hwy, Dalton GA and Arenas El Sueno Mex. Restaurant d/b/a El Sueno Mex. Rest. – 4109 S. Dixie Hwy, Dalton, GA. The motion was approved 4-0, with Commissioners Robbins, Thomas, Staten and Jones in agreement.

Engineering – Edwards Park Multi-Use Courts: Motion was approved by Commissioner Staten and seconded by Commissioner Robbins to approve the change order for \$53,685.80, adjust the contract value with NWGP to \$960,397.90 and accept the additional grant funds in the amount of \$53,271.30. The rebuilding of the tennis/pickleball complex at Edwards Park is funded by a grant plus a \$100,000 match by the County. The contract for construction with NW Ga. Paving Co. is \$906,712.10. During construction and because of very shallow groundwater in the area, it was necessary to raise the grade of each court 3 inches in order to stay out of wet soils and also to provide better overall site drainage when the project is complete. We used gravel aggregate base to raise the court elevations so that compaction could be achieved without using a sheepsfoot roller, which would have pumped the shallow groundwater into surface soils. However, 3 inches of gravel over this large area is 916 tons. At the contract unit price of \$80/ton, the total charge is \$73,280.80. An additional charge for rebar in the concrete header curb is \$6,280. To save some of the extra cost of this rock, County forces installed some of the concrete areas around the courts, for which we received credit from NWGP in the amount of \$25,875. The total change order, then, is \$53,685.80. The new contract value will be \$960,397.90. We have been approved for contingency funds through the grant for \$53,271.30, leaving \$414.50 to come from the general fund. This small amount will count toward our match, bringing the match total to date up to \$78,838.99. The concrete work done by County forces will just complete the match requirements. The motion was approved 4-0, with Commissioners Robbins, Staten, Jones and Thomas in agreement.

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Parks & Recreation – Miracle Field Playground Bid Award: Motion was made by Commissioner Staten and seconded by Commissioner Robbins to approve Safeplay Solutions for the renovation of the miracle league playground in the amount of \$124,762.00. Safe Play was the chosen bidder from the two bids received. They were chosen for the best design from The Miracle league officers. Potential bidders worked off the same bid number. Request for change order in the amount of \$20,000 which is what was left over in the budget for playground. Also request for change order in the amount of \$14,830.00 for the repairs to the field. Safe Play has offered to facilitate the repairs at no mark up cost. Note- There is only one company that works on this type field. The motion was approved 4-0, with Commissioners Jones, Thomas, Staten and Robbins in agreement.

Sheriff's Office – Budget for School Safety Initiative: Motion was made by Commissioner Thomas and seconded by Commissioner Staten to approve the following budget increases for the Sheriff's Office drug seizure fund: The related lines, and their proposed increases, are listed below:
211-3300-542000-00 Capital (State) (Increase by \$38,000.00)
211-3300-531600-00 Small Equipment (Increase by \$32,000.00)
211-3300-531160-00 Operating Expense (Increase by 20,000.00)
211-3300-531610-00 Small Equipment Federal (Increase by \$10,000.00)
Using this funding stream the Sheriff's Office will eliminate the cost to taxpayers. Essentially, this Office wishes to increase these lines so that we can use seizures from those dealing in illicit narcotics to fund the safety of our local schools. In addition, any overages in these lines will allow this office to fund other logistical support through the seizure funds, rather than through the general budget of the County. The motion was approved 4-0, Commissioners Jones, Staten, Thomas and Robbins in agreement.

Georgia Opioid Crisis Abatement Trust Grant Application: Motion was made by Commissioner Thomas and seconded by Commissioner Jones to accept the grant application as presented. The Conasauga Addiction Recovery Center (CCARC) and the Conasauga Accountability Courts are seeking approval to apply for the second round of grants from the GA Opioid Crisis Abatement Trust. In the first round of grants, for which agreements were finalized in March of this year, the County was awarded 1-year of funding for a new counselor position at the CCARC. For this new round of grants, the CCARC plans to request funding for this position for another year, possibly up to 2 more years depending on the grant specifics. In addition, the Accountability Courts may apply for funding for drug testing or other operational support. There is no match required. Applications are due mid-June. The motion was approved 4-0, with Commissioners Jones, Robbins, Thomas and Staten in agreement.

ICMA Economic Mobility Grant Application: Motion was made by Commissioner Jones and seconded by Commissioner Staten to accept the grant application as presented. County Administration is seeking approval to apply for the Economic Mobility & Opportunity (EMO) Special Assistants Program. This is a program funded by the International City/County Management Association (ICMA). The purpose of this program is to fund an executive level position whose focus is to develop strategies that improve local workforce development opportunities, housing affordability, household financial security, and other community conditions that make it possible for residents to live full, prosperous lives. ICMA will select up to 15 host governments for this opportunity. The program provides up to \$250,000 for the salary of a full-time "special assistant" for 30 months along with approximately \$50,000 for travel and training and community program expenses. The host government is responsible for the cost of benefits and office set up (such as desk and computer). Applications are due May 30th and communities will be selected by the end of June. The motion was approved 4-0, with Commissioners Jones, Robbins, Thomas and Staten in agreement.

Ratify – Resolution State Paid County Reimbursed Personnel: Motion was made by Commissioner Staten and seconded by Commissioner Jones to ratify the resolution stating that no new employees of the District Attorney's Office will be added to the SPCR and that as state paid slots open within the

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office, SPCR employees will be transitioned to those open slots. The motion was approved 4-0, with Commissioners Robbins, Staten, Jones and Thomas in agreement.

Appointment of Whitfield County seat on the Region 1 EMS Council: Motion was made by Commissioner Thomas and seconded by Commissioner Jones to appoint Fire Chief Paul Patterson to the Northwest Georgia Region 1 seat of the Emergency Medical Services Council. The motion was approved 4-0, with Commissioners Robbins, Jones, Thomas and Staten in agreement.

Fire Department Hurst Hydraulic Extrication Equipment Purchase: Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the purchase of Hurst Hydraulic Extrication equipment from MES Inc. for the amount of \$239,254.57. SPLOST 2024 funds will be used for this purchase. MES Inc. is the sole dealer for the State of Georgia for this product. The motion was approved 4-0, with Commissioners Robbins, Staten, Thomas and Jones in agreement.

EMA – PBX Phone System Upgrade: Motion was made by Commissioner Robbins and seconded by Commissioner Thomas to approve the AT&T 911 phone upgrade for \$225,414.10 using SPLOST 2024 funding. The E-911 phone system was in need of a version upgrade. All hardware, servers, and equipment have been updated. This project was approved in the 2024 SPLOST. The motion was approved 4-0, with Commissioners Robbins, Staten, Thomas and Jones in agreement.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the recommendation of the planning commission approving the **request of Ronald Bates to rezone from General Agriculture (GA) to Suburban Agriculture (SA) a tract of land totaling 18.21 acres located at 4624 Wilson Road, Cohutta, Georgia. Parcels (11-130-02-000 and 11-130-24-000) (County).** The motion was approved 4-0, with Commissioners Robbins, Thomas, Staten and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the recommendation of the planning commission to DENY the **request of MacLang Properties to rezone from Low Density Single Family Residential (R-2) to Rural Residential (R-5) a tract of land totaling 1 acre located at 1170 New Hope Road, Dalton, Georgia. Parcel (11-281-01-000) (County).** The motion to DENY was approved 4-0, with Commissioners Jones, Staten, Thomas and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the recommendation of the planning commission approving the **request of Calvin Brandon Clark to rezone from Rural Residential (R-5) to General Agriculture (GA) a tract of land totaling 5.60 acres located at 390 Old Apison Road, Cohutta, Georgia. Parcel (11-026-20-000) (County).** The motion was approved 4-0, with Commissioners Jones, Staten, Thomas and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the recommendation of the planning commission approving the **request of Dan R. Cobble to rezone from General Agriculture (GA) to Low Density Single Family Residential (R-2) a tract of land totaling 2.651 acres located at 2031 Lake Francis Road, NE, Dalton, Georgia. Parcel (11-309-03-000) (County).** The motion was approved 4-0, with Commissioners Jones, Staten, Thomas and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the recommendation of the planning commission approving the

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request of Mario Rangel Magana to rezone from Low Density Single Family Residential (R-2) to Suburban Agriculture (SA) a tract of land totaling 24.464 acres located on Cleveland Highway, Dalton, Georgia. Parcel (12-012-02-000) (County). The motion was approved 4-0, with Commissioners Jones, Staten, Thomas and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the recommendation of the planning commission to DENY the **request of CMH Homes, Inc. to rezone from General Agriculture (GA) to Rural Residential (R-5) a tract of land totaling 5 acres located on Seaton Loop, Cohutta, Georgia. Parcel (11-056-03-000) (County).** The motion to DENY was approved 4-0, with Commissioners Jones, Staten, Thomas and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the recommendation of the planning commission approving the **request of Whitfield County Board of Commissioners to rezone from Rural Residential (R-5) to Heavy Manufacturing (M-2) a tract of land totaling 1.50 acres located at 1299 Tunnel Hill Varnell Road, Dalton, Georgia. Parcel 11-261-11-000 (County).** The motion was approved 4-0, with Commissioners Jones, Staten, Thomas and Robbins in agreement.

PUBLIC COMMENT:

Daryl Long commented to the Board to hire individuals who care about our County.

Margaret Wolf commented to the Board if they are considering removing any member of the Board of Assessors.

Deborah Gordon had various questions for the Board.

Lisa Adams expressed her concerns to the Board about recent property rezoning decisions.

Executive Session - Personnel: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to go into executive session to discuss Personnel Matters. Present for the meeting were Chairman Jevin Jensen, Commissioners Robbins, Jones, Thomas and Staten, County Attorney Robert Smalley, County Administrator Bob Sivick and Human Resources Director Jacqueline Carlo. The motion was approved 4-0, with Commissioners Robbins, Thomas, Jones, and Staten in agreement.

Motion was then made by Commissioner Jones and Robbins to come out of executive session. The motion was approved 4-0, with Commissioners Robbins, Thomas, Jon and Staten in agreement.

ADJOURN Unanimous

JEVIN JENSEN, CHAIRMAN
WHITFIELD COUNTY BOARD OF COMMISSIONERS

BLANCA CARDONA, COUNTY CLERK

DATE: / /

Employee Of The Month

March 2024

This certificate is awarded to

Melanie Gallman

Celebrating a month of excellence!

*In recognition of your willingness to serve the
citizens of*

WHITFIELD COUNTY

COUNTY ADMINISTRATOR

Date

CHAIRMAN

Date

Employee Of The Month

April 2025

This certificate is awarded to

Randy Evans

Celebrating a month of excellence!

*In recognition of your willingness to serve the
citizens of*

WHITFIELD COUNTY

COUNTY ADMINISTRATOR

Date

CHAIRMAN

Date

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting



Whitfield County Board of Commissioners
301 W. Crawford Street
Dalton, Georgia 30720
Phone: 706-275-7507
Fax: 706-275-7540

Meeting Date: June 9, 2025
Subject: April 2025 Financial Statements - Unaudited
Department: Finance
In Budget Amount: Operating- Capital-
Expenditure Line Item #
Not in Budget Amount:
Funding Source:
Date needed: June 9, 2025

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

Local Option Sales Tax (LOST) collections:

- > April collections of \$1,257,737 were 5.37% less than budgeted collections of \$1,329,167.
- > This was .66% less than March collections of \$1,266,117.
- > YTD collections of \$5,041,979 were .28% less than PY collections of \$5,056,253 for the same time frame.

***TAVT collections:**

- > April collections of \$571,796 were 6.52% more than March collections of \$536,801.
- > YTD collections of \$1,904,462 were 3.58% less than PY collections of \$1,975,081 for the same time frame.

*YTD actual revenues of \$13,350,545 were less than projected revenues of \$13,792,149 by \$441,604 or 3.20%.

*YTD actual expenditures of \$19,873,759 were less than projected expenditures of \$20,090,442 by \$216,683 or down by 1.08%.

Suggested Motion:

Approve the April 2025 Financial Statements as presented.

Request Made By: Debbie Godfrey

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Whitfield County, Georgia
General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Unaudited
Year to Date Totals as of April 30, 2025
With Comparative Totals for 2024

	2025				2024
	Amended Budget	Year to Date Projected	Year to Date Actual	Variance/ Available Budget	Year to Date Actual
REVENUES					
Accrued Taxes	\$ 47,751,000	\$ 9,041,893	\$ 8,677,514	\$ (364,378)	\$ 8,536,244
Licenses and Permits	959,300	384,433	342,515	(41,919)	318,592
Intergovernmental Revenue	4,451,727	1,512,506	1,512,506	(0)	1,414,493
Charges for Services	4,453,850	1,609,603	1,529,212	(80,392)	927,993
Fines and Forfeitures	1,002,000	334,000	298,201	(35,799)	363,227
Investment Income	1,000,000	333,333	267,547	(65,787)	509,539
Contributions - Private Sources	10,000	155,850	155,850	-	36,510
Miscellaneous	1,832,660	337,984	484,655	146,671	492,007
Other Financing Sources	854,000	82,547	82,547	-	645,777
	62,314,537	13,792,149	13,350,545	(441,604)	13,244,382
EXPENDITURES					
General Government	\$ 12,342,934	\$ 4,097,546	\$ 3,968,460	\$ 129,086	\$ 3,806,606
Judicial	8,144,012	2,464,468	2,425,254	\$ 39,214	2,504,600
Public Safety	24,744,462	8,144,427	7,872,103	\$ 272,324	7,668,349
Public Works	8,672,800	2,378,376	2,547,739	\$ (169,363)	2,403,656
Health and Welfare	1,035,103	379,976	318,144	\$ 61,832	344,598
Culture and Recreation	2,984,982	986,785	936,729	\$ 50,056	959,901
Housing and Development	3,403,703	1,093,166	1,259,632	\$ (166,466)	737,541
Debt Service	-	-	-	-	-
Other Financing Uses	1,637,093	545,699	545,698	-	535,098
	62,965,089	20,090,442	19,873,759	216,682	18,960,350
EXCESS OF REVENUES OVER EXPENDITURES	\$ (650,552)	\$ (6,298,293)	\$ (6,523,213)	\$ (224,922)	\$ (5,715,967)

Whitfield County, GA
General Fund Revenue Variance Explanation - Unaudited
Year to Date as of April 30, 2025

<u>Revenue Category</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Explanation</u>
<u>Taxes</u>		
	(58,871)	Property taxes - TAVT
	(274,688)	LOST collections
	(12,001)	Real estate transfer taxes
	(18,818)	Alcoholic beverage taxes
	(364,378)	Taxes Total
<u>Licenses</u>		
	(13,400)	Alcoholic beverage licenses
	(38,434)	Building Permits
	9,915	Net of all others
	(41,919)	Licenses Total
<u>Intergovernmental</u>		
	-	Federal, US Treasury PILOT pymts (to be received in early 2024)
	-	Net of all others
	-	Intergovernmental Total
<u>Charges for Services</u>		
	12,886	Clerk of Court
	15,691	Probate Court
	(8,369)	Magistrate Court
	(9,078)	Recording Fees
	(6,768)	State of GA - Inmate Housing
	9,457	City of Dalton - Inmate Housing
	(8,743)	City of Dalton (Stormwater & other)
	(13,473)	Jail Construction - Staffing
	(44,965)	Recreation activity fees
	(28,132)	Other
	1,102	Net of all others
	(80,392)	Charges for Services Total
<u>Fines and Forfeitures</u>		
	16,721	Clerk of Court
	(11,581)	Magistrate Court
	(39,384)	Probate Court
	(1,555)	Juvenile Court
	(35,799)	Fines and Forfeitures Total
<u>Investment Income</u>		
	(65,787)	Investment income
	(65,787)	Investment Income Total
<u>Contributions</u>		
	-	Contributions
	-	Contributions total
<u>Miscellaneous</u>		
	146,671	Timing of billings and collections
	146,671	Miscellaneous Total
<u>Other</u>		
	-	Op Transfers In - Other
	-	Other Total
	(441,604)	Total Favorable (Unfavorable) Variance

* Please note that whenever possible we calculate the projected budget based upon when receipts are expected (monthly, quarterly, etc). However, when this is not possible, we must assume 1/12th of the revenue will be collected each month.

Whitfield County, GA
General Fund Expenditure Variance Explanation - Unaudited
Year to Date as of April 30, 2025

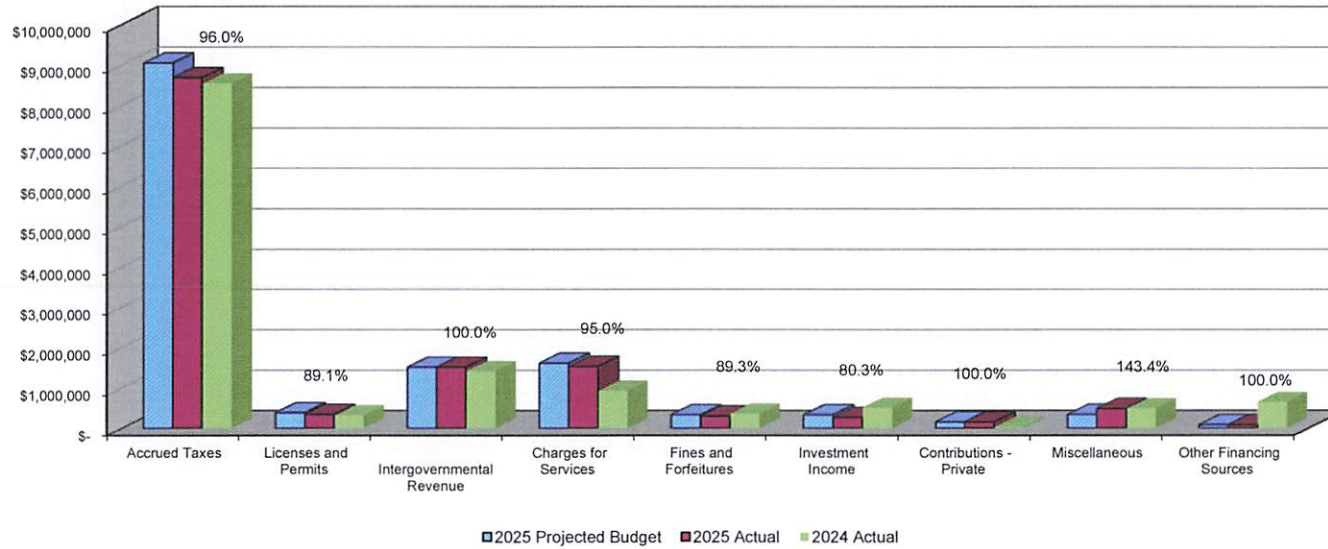
<u>Expenditure Function</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Explanation</u>
<u>General Government</u>		
BOC	(104,127)	PR Firm for Tax Assessor's office, Architects, WF Repairs, Travel
Bd. of Elections	19,994	Lack of Elections yet
IT	(70,115)	Cisco Voice Hardware Encumbered, Ninja Adv Pro & Bitdefender Paid in Jan.
Tax Assessor	133,078	Contract Services to be paid later in the year.
Liability Insurance	(47,400)	Liability claims
Others	197,655	No individual dept. with a greater than 5% budget variance.
		129,085 General Government Total
<u>Judicial</u>		
Court Admin	(39,922)	62 Translator (encumbered for full yr.)
Clerk of Superior Court	36,683	70 Some line items are running below budget
DA	(214,456)	67 Encumbered SPCR contract for full yr.
Magistrate Court	15,699	68 Tyler Tech. software Encumbered for full yr.
Probate Court	35,687	72 Some line items are running below budget
Juvenile Court	(71,379)	68 Indigent Def Contract & Guardians Ad Litem are encumbered for full yr.
Public Defender	39,892	70 Some line items are running below budget
Others	237,010	No individual dept. with a greater than 5% budget variance.
		39,214 Judicial Total
<u>Public Safety</u>		
Sheriff	103,102	Some items are running below budget; haven't paid out any sign on bonuses
Correctional Center	113,703	6 mo. Contract Svc. Meals encumbered
EMS	(166,667)	Entire year is encumbered.
Emerg. Management	(96,479)	Motorola Service Renewal (annual)
Others	318,664	No individual dept. with a greater than 5% budget variance.
		272,323 Public Safety Total
<u>Public Works</u>		
	(169,363)	Some line items are tracking higher than original budget
		(169,363) Public Works Total
<u>Health & Welfare</u>		
Fam Supp Council / G'house Advocacy	(13,200)	Greenhouse prmts encumbered for full yr.
Family & Children Services	(53,333)	Pmts encumbered for full yr.
Health Department	(166,667)	Pmts encumbered for full yr.
Others	295,033	No individual dept. with a greater than 5% budget variance.
		61,833 Health & Welfare Total
<u>Culture & Recreation</u>		
Library	(422,667)	Pmts encumbered for full yr.
Others	472,722	No individual dept. with a greater than 5% budget variance.
		50,055 Culture & Recreation Total
<u>Housing & Development</u>		
Dalton/Whitfield CDC	(53,333)	Pmts encumbered for full yr.
County Planner	(36,000)	Pmts encumbered for full yr.
MPO	(95,177)	Consultant Fees encumbered for full yr.
Community Development	(56,251)	Expenditures for the Broadband Grant; grant revenue to cover
Believe Greater Dalton/Thrive	(46,000)	Pmts encumbered for full yr.
NW GA Trade & Conv Center Authority	(289,844)	Pmts encumbered for full yr.
Others	410,140	No individual dept. with a greater than 5% budget variance.
		(166,465) Housing & Development Total
<u>Debt Service</u>		
	-	- Debt Service Total
<u>Other Uses</u>		
	-	- Other Uses Total
		216,681 Total Favorable (Unfavorable) Variance

that whenever possible we adjust projections based on spending patterns.
 standard practice is to assume 1/12th of the budget will be expended each month, except for payroll.

Whitfield County, Georgia
General Fund Schedule of Revenues - Unaudited
Year to Date Totals as of April 30, 2025
With Comparative Totals for 2024

	2025						2024	
	Original Budget	Current Month	Year to Date Projected	Year to Date Actual	Variance Favorable (Unfavorable)	Percentage Collected	Current Month	Year to Date Actual
TAXES								
Property taxes - M&O	\$ 23,358,296		\$ -		\$ -	0.00%		
Property tax-M&O Delinquent	1,021,758	310,925	1,021,758	1,021,758	-	100.00%	295,923	711,181
Property tax-Title Ad Valorem Tax	5,890,000	571,796	1,963,333	1,904,462	(58,871)	32.33%	571,019	1,975,081
Property taxes - Other (Timber, Vehicle, Misc)	337,931	93,604	337,931	337,931	-	100.00%	64,874	303,422
Real Estate transfer taxes	135,000	11,918	45,000	32,999	(12,001)	24.44%	9,982	40,988
Franchise taxes	426,000		-		-	0.00%	74,560	74,560
Local Option Sales Taxes	15,850,000	1,257,737	5,316,667	5,041,979	(274,688)	31.61%	1,379,105	5,056,253
Alcoholic beverage taxes	404,000	33,211	134,667	115,848	(18,818)	28.68%	34,370	122,594
Insurance premium taxes	-		-		-	N/A		
Financial Institutional licenses	146,000		140,522	140,522	-	96.25%		145,667
Penalties, Interest, Fees - Tax Collection	82,015	20,713	82,015	82,015	-	100.00%	34,837	106,498
Total - Taxes	47,751,000	2,299,905	9,041,893	8,677,514	(364,378)	18.17%	2,464,670	8,536,244
LICENSES AND PERMITS								
Alcoholic beverage licenses	97,000	3,500	97,000	83,600	(13,400)	86.19%	750	92,225
Zoning/Planning	55,000	5,618	18,333	24,439	6,106	44.43%	6,254	19,829
Land Disturbing Permit	6,000	280	2,000	5,168	3,168	86.14%	505	852
Raffle, Solicitation, Pawn Shop & Recycler Permits	1,300		433	1,075	642	82.69%	(100)	1,175
Building Permits	800,000	84,724	266,667	228,233	(38,434)	28.53%	58,095	204,510
Total - Licenses and permits	959,300	94,122	384,433	342,515	(41,919)	35.70%	65,504	318,592
INTERGOVERNMENTAL REVENUE								
Federal/State MPO	524,008		-		-	0.00%		
Federal - Indirect (CJCC & Other)	404,371	47,919	101,267	101,267	-	25.04%		8,200
Federal - Indirect (SCAAP)	-		12,271	12,271	-	N/A		
U.S. Treasury (Payment in lieu of property taxes)	528,000		114,920	114,920	(0)	21.77%		145,960
DW Solid Waste Authority	-		-		-	N/A		
Dalton Utilities	-		-		-	N/A		
State Grant - LMIG	1,272,048		1,272,048	1,272,048	(0)	100.00%		1,248,333
State Grant - Homeowner Tax Relief	-		-		-	N/A		
Other	1,723,300		12,000	12,000	-	0.70%		12,000
Total - Intergovernmental Revenue	4,451,727	47,919	1,512,506	1,512,506	(0)	33.98%	-	1,414,493
CHARGES FOR SERVICES								
Clerk of Court	103,000	12,034	34,333	47,219	12,886	45.84%	12,426	47,093
Probate Court	205,000	18,415	68,333	84,024	15,691	40.99%	19,078	65,451
Magistrate Court	220,000		73,333	64,964	(8,369)	29.53%	19,994	78,129
Bond Administration	50,000	4,160	16,667	16,480	(187)	32.96%	4,200	18,320
Recording Fees	295,700	24,484	98,567	89,489	(9,078)	30.26%	22,696	85,717
Motor Vehicle Tag Collection Fees	275,000	22,111	91,667	94,675	3,008	34.43%	22,591	92,679
Board of Elections and Registrar	10,600		-		-	0.00%		25,999
Commission on Tax Collections	1,900,000	50,745	758,506	758,506	-	39.92%	49,642	202,440
Sheriff - Fingerprinting Fees	1,500	66	500	798	298	53.22%	(22)	374
City of Dalton	95,500	7,292	31,833	23,090	(8,743)	24.18%		1,100
City of Dalton - Inmate Housing	110,000		38,667	46,124	9,457	41.93%	3,821	29,003
State of Georgia - Inmate Housing	55,000	6,855	18,333	11,565	(6,768)	21.03%	3,900	5,415
City of T. Hill, Varnell, & Cohutta - Inmate Housing	34,000	1,897	11,333	11,675	342	34.34%	882	3,443
Federal - Inmate Housing	-		-		-	N/A		
Jail Construction - Staffing	165,000	8,045	55,000	41,527	(13,473)	25.17%	13,737	57,559
Public Works - Driveways/Jobs	150,000	27,887	53,348	53,348	-	35.57%	14,308	63,437
State D.O.T.	-		-		-	N/A		
Animal Control	12,000		4,000	1,925	(2,075)	16.04%	1,460	2,250
Clerk of Superior Court	8,500	642	2,833	2,550	(283)	30.00%	664	2,791
Recreation Activity Fees	450,000	34,165	150,000	105,035	(44,965)	23.34%	31,882	58,917
Other	313,050	18,744	104,350	76,218	(28,132)	24.35%	19,167	91,877
Total - Charges for services	4,453,850	237,542	1,609,603	1,529,212	(80,392)	34.33%	240,226	927,993
FINES AND FORFEITURES								
Clerk of Superior Court	335,000	25,063	111,667	128,388	16,721	38.32%	42,064	134,696
Magistrate Court	80,000		20,000	8,419	(11,581)	14.03%	2,352	20,318
Probate Court	590,000	52,533	196,667	157,283	(39,384)	26.66%	50,824	202,387
Juvenile Court	17,000	965	5,667	4,111	(1,555)	24.18%	1,469	5,827
Total - Fines and forfeitures	1,002,000	78,561	334,000	298,201	(35,799)	29.76%	96,509	363,227
INVESTMENT INCOME								
Interest	1,000,000	53,783	333,333	267,547	(65,787)	26.75%	114,746	509,539
Total - Investment income	1,000,000	53,783	333,333	267,547	(65,787)	26.75%	114,746	509,539
CONTRIBUTIONS - PRIVATE SOURCES								
Contributions - Private	10,000	5,500	155,850	155,850	-	1558.50%	3,500	36,510
Total - Contributions - Private Sources	10,000	5,500	155,850	155,850	-	1558.50%	3,500	36,510
MISCELLANEOUS REVENUE								
Contributions - Friends of Greenhouse	-		-		-	N/A		
Rent U.S. Government	5,460	910	1,820	1,820	-	33.33%	910	1,820
W.C. Board of Education	665,000		107,739	107,739	-	16.20%	57,253	170,060
Murray County Board of Comm.	568,000	1,841	78,024	78,024	-	13.74%	42,078	124,012
State of Georgia - Other	143,000		-	26,500	26,500	18.53%		26,500
Other Not Classified	451,200	80,332	150,400	270,571	120,171	59.97%	53,716	169,614
Total - Miscellaneous Revenue	1,832,660	83,083	337,984	484,655	146,671	26.45%	153,958	492,007
OTHER FINANCING SOURCES								
Sale of General Fixed Assets	300,000	25,651	32,547	32,547	-	10.85%		33,781
Operating Transfer In	554,000	12,500	50,000	50,000	-	9.03%	150,000	611,996
Total - Other Financing Sources	854,000	38,151	82,547	82,547	-	9.67%	150,000	645,777
TOTAL REVENUES	\$ 62,314,537	\$ 2,938,565	\$ 13,792,149	\$ 13,350,545	\$ (441,604)	21.42%	\$ 3,289,113	\$ 13,244,382

General Fund Revenue by Source
April 2025
Projected Budget vs. Actual - with 2024 Comparisons



	2025 Projected Budget	2025 Actual	%	2024 Actual
Accrued Taxes	\$ 9,041,893	\$ 8,677,514	96.0%	\$ 8,536,244
Licenses and Permits	384,433	342,515	89.1%	318,592
Intergovernmental Revenue	1,512,506	1,512,506	100.0%	1,414,493
Charges for Services	1,609,603	1,529,212	95.0%	927,993
Fines and Forfeitures	334,000	298,201	89.3%	363,227
Investment Income	333,333	267,547	80.3%	509,539
Contributions - Private	155,850	155,850	100.0%	36,510
Miscellaneous	337,984	484,655	143.4%	492,007
Other Financing Sources	82,547	82,547	100.0%	645,777
	\$13,792,149	\$13,350,545	96.8%	\$13,244,382

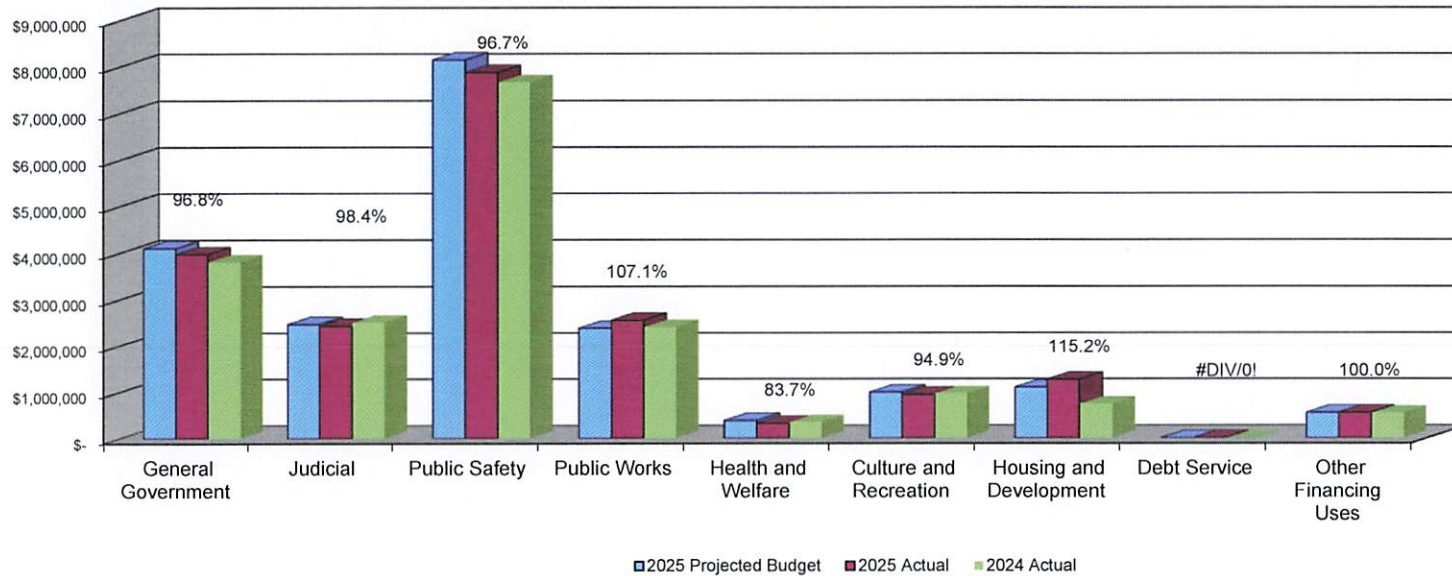
Whitfield County, Georgia
General Fund Schedule of Expenditures by Department - Unaudited
Year to Date Totals as of April 30, 2025
With Comparative Totals for 2024

		2025						2024		
		Original Budget	Current Month	Year to Date Projected	Year to Date Actual	Encumbered	Available Budget	Percentage Used	Current Month	Year to Date Actual
GENERAL GOVERNMENT										
310	Board of Commissioners	\$ 949,583	\$ 148,069	\$ 313,937	\$ 406,819	\$ 11,246	\$ 531,518	44.03%	\$ 66,163	\$ 423,645
400	Board of Elections and Registrar	621,154	32,660	\$ 204,295	\$ 180,414	3,887	436,853	29.67%	40,393	234,791
510	Finance & Accounting	795,313	59,936	\$ 260,561	\$ 223,845	318	571,150	28.19%	57,099	235,126
520	General Administration (Contingency)	-	-	-	-	-	-	N/A	-	-
530	Law	180,000	(1,557)	60,000	\$ 49,663	15,685	114,652	36.30%	18,758	58,054
535	Information Technologies	1,260,287	121,164	\$ 416,036	\$ 463,957	22,195	774,136	38.57%	119,969	375,379
540	Human Resources	570,414	27,255	\$ 187,843	\$ 172,437	10,594	387,383	32.09%	65,762	172,851
545	Tax Commissioner	2,167,218	168,705	\$ 713,330	\$ 686,878	19,882	1,460,458	32.61%	143,669	683,811
550	Tax Assessor	2,259,047	145,834	\$ 743,163	\$ 606,953	3,132	1,648,962	27.01%	210,845	684,155
551	Board of Equalization	25,120	1,643	\$ 8,274	\$ 5,590	-	19,530	22.25%	428	5,106
555	Risk Management	839,244	65,198	279,748	\$ 324,975	2,173	512,096	38.98%	64,729	266,965
560	Audit	88,000	(998)	56,007	\$ 26,007	30,000	31,993	63.64%	(998)	(3,993)
565	Buildings & Grounds	2,387,809	161,242	\$ 788,373	\$ 656,580	65,035	1,666,194	30.22%	150,405	608,016
570	Communications	131,401	8,940	\$ 43,196	\$ 36,509	-	94,892	27.78%	11,678	40,983
595	General Administration Fees	68,344	5,501	22,781	\$ 22,005	-	46,339	32.20%	5,430	21,718
	Indirect Cost Allocation	-	-	-	-	-	-	N/A	-	-
1	Total - General Government	12,342,934	943,592	4,097,548	3,862,632	184,146	8,286,155	32.78%	954,329	3,806,606
JUDICIAL										
100	Judicial Administration	792,910	56,374	\$ 261,539	236,076	65,385	491,449	38.02%	63,701	262,250
151	Judge Morris	56,345	6,419	\$ 18,657	22,835	-	33,510	40.53%	6,023	17,061
152	Judge Poston	56,345	6,263	\$ 18,657	11,615	-	44,730	20.61%	4,654	13,731
153	Judge Wilbanks	56,345	6,613	\$ 18,657	17,794	2,100	36,452	35.31%	3,861	16,763
154	Judge Minter	57,845	6,637	\$ 15,058	23,758	-	34,087	41.07%	4,445	17,344
155	Drug Court	-	-	-	-	-	-	N/A	-	-
180	Clerk of Superior Court	1,183,120	93,072	\$ 388,978	348,003	4,292	830,825	29.78%	86,977	348,542
200	District Attorney	1,385,925	111,934	\$ 246,266	407,411	53,312	925,203	33.24%	104,853	405,329
400	Magistrate Court	1,286,621	98,517	\$ 422,656	385,309	21,648	879,664	31.63%	101,972	417,897
450	Probate Court	753,044	54,688	\$ 247,479	211,792	-	541,252	28.12%	52,823	220,728
600	Juvenile Court	1,277,730	104,199	\$ 420,424	389,979	101,824	785,927	38.49%	101,247	409,512
800	Public Defender	1,237,782	93,879	\$ 406,094	365,847	355	871,580	29.59%	91,859	375,444
2	Total - Judicial	8,144,012	638,596	2,484,488	2,420,417	248,916	5,474,679	32.78%	622,414	2,504,600
PUBLIC SAFETY										
300	Sheriff	10,817,847	926,934	\$ 3,555,975	3,413,139	39,735	7,364,973	31.92%	816,507	3,320,424
326	Correctional Facility	12,721,625	985,005	\$ 4,189,706	3,822,039	253,964	8,645,622	32.04%	1,028,448	3,933,391
500	Fire Department	-	-	-	-	-	-	N/A	-	-
600	Emergency Medical Services	250,000	20,833	\$ 83,333	83,333	166,667	-	100.00%	20,833	83,333
700	Coroner	141,676	6,197	\$ 46,793	38,562	2,190	100,924	28.76%	9,225	35,182
910	Animal Shelter	399,912	26,857	\$ 131,634	111,440	7,020	281,452	29.62%	29,441	103,361
920	Emergency Management	413,402	19,026	\$ 136,985	228,227	5,236	179,938	56.47%	32,745	192,658
290	American Red Cross	-	-	-	-	-	-	N/A	-	-
3	Total - Public Safety	24,744,462	1,984,853	8,144,427	7,696,741	474,813	16,572,909	33.02%	1,937,199	7,668,349
PUBLIC WORKS										
200	Public Works	8,672,800	594,678	\$ 2,378,376	2,268,947	1,191,510	5,212,343	39.90%	755,674	2,403,656
530	Solid Waste Disposal	-	-	-	-	-	-	N/A	-	-
970	Payments to Varnell/Cohutta/Tunnel H	-	-	-	-	-	-	N/A	-	-
4	Total - Public Works	8,672,800	594,678	2,378,376	2,268,947	1,191,510	5,212,343	39.90%	755,674	2,403,656
HEALTH AND WELFARE										
000	Health Department	250,000	20,833	83,333	83,333	166,667	-	100.00%	20,833	83,333
110	Family Supp Council / Greenhouse Ad	69,800	1,650	56,600	56,600	13,200	-	100.00%	1,650	51,600
441	Family and Children Services	80,000	6,667	26,667	26,667	53,333	-	100.00%	6,667	26,667
446	GA Dept. of Veterans Service	984	-	984	600	-	384	60.98%	-	984
452	Indigent Funeral Expense	17,000	3,250	5,667	4,150	-	12,850	24.41%	450	6,500
520	Senior Citizens	612,319	40,476	\$ 201,726	171,027	2,434	438,858	28.33%	42,863	170,514
590	Payments to Others	5,000	-	5,000	-	-	5,000	N/A	-	5,000
6	Total - Health and Welfare	1,035,103	72,876	379,976	342,377	235,634	457,092	55.84%	72,463	344,598
CULTURE AND RECREATION										
120	Parks & Recreation Department	2,350,982	209,791	\$ 775,451	716,919	13,783	1,620,280	31.08%	211,219	747,190
223	Capital Property	-	-	-	-	-	-	#DIV/0!	-	4,377
510	Dalton Regional Library	634,000	52,833	211,333	211,333	422,667	-	100.00%	52,083	208,333
6	Total - Culture and Recreation	2,984,982	262,624	986,786	928,253	436,450	1,620,280	45.72%	263,302	959,901
HOUSING AND DEVELOPMENT										
130	County Extension Service	187,624	24,214	\$ 62,198	37,825	5,411	144,388	23.04%	6,816	22,340
140	State Forestry Service	7,875	638	2,625	2,552	-	5,323	32.41%	656	2,625
220	Inspection & Enforcement	603,607	43,329	\$ 198,256	175,645	503	427,459	29.18%	41,111	172,261
310	Dalton/Whitfield CDC	80,000	6,667	26,667	26,667	53,333	-	0.00%	6,667	26,667
324	Condemned Hsg Demo	25,000	-	-	-	-	25,000	0.00%	-	3,055
410	County Planner	48,000	4,000	16,000	16,000	36,000	(4,000)	108.33%	4,000	16,000
420	MPO	550,239	11,363	\$ 204,824	115,076	184,925	250,238	54.52%	12,900	52,437
430	Community Development	232,709	16,651	\$ 30,465	85,852	865	145,992	37.26%	15,434	58,229
450	County Engineer Office	813,554	59,151	\$ 267,099	231,460	-	582,094	28.45%	58,068	239,320
520	Believe Greater Dalton/Thrive	69,000	5,750	23,000	23,000	46,000	-	100.00%	3,750	15,000
540&	NW GA Trade & Conv. Center Authorit	786,095	75,936	262,032	249,786	302,090	234,220	70.20%	23,319	129,607
7	Total - Housing and Development	3,403,703	247,699	1,093,166	963,862	629,127	1,810,714	46.80%	172,721	737,541

Whitfield County, Georgia
General Fund Schedule of Expenditures by Department - Unaudited
Year to Date Totals as of April 30, 2025
With Comparative Totals for 2024

		2025						2024		
		Original Budget	Current Month	Year to Date Projected	Year to Date Actual	Encumbered	Available Budget	Percentage Used	Current Month	Year to Date Actual
DEBT SERVICE										
	Loan Payment	-					-	#DIV/0!		
	Interest Expense			-			-	#DIV/0!		
	TAN's	-		-			-	0.00%		
8	Total - Debt Service	-	-	-	-	-	-	#DIV/0!	-	-
OTHER FINANCING USES										
	Greenhouse	-			-		-	N/A		
Use	E-911 Center	1,399,457	116,621	466,486	466,486		932,971	33.33%	113,611	454,446
Detail	Whitfield Transit Grant	-		-			-	#DIV/0!		
	Capital Projects	185,680	15,473	61,893	61,893		123,787	33.33%	15,833	63,333
	JDA Project Fund	51,956	4,330	17,319	17,319		34,637	33.33%	4,330	17,319
	Fund 211, 237, 252	-		-			-	N/A		
9	Total - Other Financing Uses	1,637,093	136,424	545,699	545,698	-	1,091,395	33.33%	133,774	535,098
TOTAL EXPENDITURES		\$62,965,089	\$4,881,342	\$20,090,442	\$19,028,926	\$3,400,596	\$40,535,567	35.62%	\$4,911,877	\$18,960,350

General Fund Expenditures by Category
April 2025
Projected Budget vs. Actual - with 2024 Comparisons



	2025 Projected Budget	2025 Actual	%	2024 Actual
General Government	\$ 4,097,546	\$ 3,968,460	96.8%	\$ 3,806,606
Judicial	2,464,468	2,425,254	98.4%	2,504,600
Public Safety	8,144,427	7,872,103	96.7%	7,668,349
Public Works	2,378,376	2,547,739	107.1%	2,403,656
Health and Welfare	379,976	318,144	83.7%	344,598
Culture and Recreation	986,785	936,729	94.9%	959,901
Housing and Development	1,093,166	1,259,632	115.2%	737,541
Debt Service	-	-	#DIV/0!	-
Other Financing Uses	545,699	545,698	100.0%	535,098
	20,090,442	19,873,759	98.9%	18,960,350

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting



Whitfield County Board of Commissioners
201 S. Hamilton Street 5th Floor
Dalton, Georgia 30720
Phone: 706-275-7500
Fax: 706-275-7540

Meeting Date: June 9, 2025
Subject: (1) Alcohol Beverage Application
Department: BOC Administration
In Budget Amount: Operating- _____ Capital- _____
Expenditure Line Item # _____
Not in Budget Amount: _____
Funding Source: _____
Date needed: June 10, 2025

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

Request has been made for an alcohol beverage license by the following businesses:

(1) 2025 Alcohol Application

Business Owner: RJR Group LLC
Applicant: Kamlesh Patel
Business Address: 2709 Chattanooga Rd Ste. 2, Rocky Face
Type: Package Beer & Wine
Disposition: Change of Ownership

Suggested Motion:

Approve the alcohol beverage license application as presented.

Request Made By:

County Administrator's
Recommended Action:

Clerk Use ONLY

EMPLOYMENT AGREEMENT

GEORGIA, WHITFIELD COUNTY.

THIS AGREEMENT, (“Agreement”) is made and entered into this 9th day of June, 2025, by and between the **BOARD OF COMMISSIONERS OF WHITFIELD COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (“Employer,”) as Party of the First Part, and **ROBERT J. SIVICK** (“Employee,”) as Party of the Second Part. This agreement shall supersede any prior agreement, whether written or oral, between the parties hereto and shall constitute the entire agreement of the parties.

WITNESSETH:

WHEREAS, Employer desires to continue to employ the services of said Employee as County Administrator of Whitfield County, Georgia, which originally commenced effective September 24, 2021; and

WHEREAS, it is the desire of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept continued employment as County Administrator of Whitfield County, Georgia, pursuant to the terms of this Agreement;

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association [ICMA] and that Employee is subject to the ICMA Code of Ethics.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the receipt and legal sufficiency of which are hereby acknowledged both by Employer and Employee, they agree each with the other as follows:

SECTION I: DUTIES

Employer hereby agrees to employ Employee as County Administrator of Whitfield County, Georgia, to perform the functions and duties of County Administrator as Employer may, from time to time, assigned to Employee attendant to his role as County Administrator. Such duties are generally set forth in, but not limited to, those duties enumerated in the most recent county administrator job description, a copy of which is attached hereto and incorporated herewith as *Attachment "A."*

SECTION II: TERM

A. Employee agrees to remain in the exclusive employ of Employer for a term of three (3) years, commencing June 30, 2025, and unless otherwise amended hereafter, terminating at midnight on June 30, 2028, and neither to accept other employment nor to become employed by any other Employer until said termination date, unless said termination date is accelerated, as hereinafter provided.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section IV of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only the provision set forth in Section V of this Agreement.

SECTION III: SUSPENSION

Employer may suspend Employee, with full pay and benefits, at any time during the term of this agreement upon consensus by a majority of the Board of Commissioners and voluntary concurrence thereto by Employee; or, after due notice and a public hearing, a majority of the Board votes to suspend Employee for just cause; provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Board member(s) bringing such charges.

SECTION IV: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated and removed by the Board prior to June 30, 2028, and during such time Employee is willing and able to perform his duties under this Agreement and has not violated any term of this Agreement, then in that event, Employer agrees to pay Employee, as severance, a lump sum cash payment equal to six (6) months' salary or, if less than six (6) months remains in the term of this Agreement, then a lump sum cash payment equal to the remaining salary that would be paid pursuant to this Agreement.

B. In the event Employee is terminated for cause or for conviction of any criminal statute or for any other cause as hereinafter outlined, then, in that event, Employer shall be obligated to pay

Employee his base salary and deferred compensation through the date of termination but shall not be obligated to pay the aggregate severance sums designated hereinabove or any other amount whatever.

Termination for Cause - Any one of the following occurrences shall be an event of termination which shall give right to Employer to terminate the employment of Employee, and upon Employee being given ten (10) days advance notice of this "termination for cause," and an opportunity for a hearing upon the matter before the Board of Commissioners of Whitfield County, the rights, duties, obligations and covenants of the parties as stated herein shall cease and be no further in force and effect.

(i) Employee willfully breaches or fails to perform any of the obligations, duties, or conditions of this Agreement or refuses to carry out a lawful direct instruction given by the Employer, which instruction requires Employee to perform on behalf of Employer a task or tasks otherwise consistent with his position as County Administrator.

(ii) Any act of fraud or embezzlement.

(iii) Employee is convicted of a felony, or misdemeanor, excluding traffic offenses, but not excluding driving on suspended license or driving under the influence of illegal drugs or alcohol.

(iv) Any willful act of Employee which either materially impairs Employer's operations or reputation or materially compromises Employee's ability to represent Employer with the public.

(v) Any willful violation of County Human Resources policy, including, but not limited to any substantiated and non-isolated complaints of violence in the workplace, unlawful

discriminatory conduct, Title VII sexual harassment, and similar claims pursuant to the *Civil Rights Act of 1964*.

(vi) Any act involving moral turpitude by Employee.

For purposes of this Agreement, no act or failure to act by Employee shall be considered “willful” if such act is done by Employee in the good-faith belief that such act is or was to be beneficial to Employer, or such failure to act is due to Employee’s good-faith belief that action in such circumstance would be materially harmful to Employer.

C. Employee shall be entitled to terminate his employment hereunder upon the occurrence of any of the following:

(i) In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction of all employees;

(ii) In the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein;

(iii) Employee resigns, following a suggestion, whether formal or informal, by the Employer, that the Employee resign;

(iii) Employer assigns Employee any duties inconsistent with this agreement; or

(iv) Employer otherwise breaches this agreement.

Should Employee terminate his employment for any of the above and foregoing reasons, then he shall be entitled to his salary due as of the date of termination, severance, and other benefits as set forth hereinabove.

SECTION V: RESIGNATION

In the event Employee voluntarily resigns his position with Employer before expiration of the applicable term of his employment, then Employee shall give Employer not less than forty-five (45) days written notice in advance of Employee's intention to resign, unless the parties hereto agree otherwise in writing. In such event, Employer shall be obligated to pay Employee his base salary through the date of separation but shall not be obligated to pay Employee any severance as set forth hereinabove nor any other amount.

SECTION VI: DISABILITY

If Employee becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued paid time off, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section IV.

SECTION VII: SALARY

Employer agrees to pay Employee for his services an annual base salary of Two Hundred Thousand Dollars (\$200,000.00,) payable in equal installments at the same time as other management employees of Employer are paid. During the term of this Agreement thereafter, Employee may be eligible, depending upon performance evaluation and as determined by the Board of Commissioners, for any "pay-for-performance" salary increases or COLAs, in a like or similar

percentage as may be authorized by Employer for other Whitfield County employees.

SECTION VIII: HOURS OF WORK

Normal office hours are 8:00 a.m. until 5:00 p.m., Monday through Friday. Additionally, the Employee is expected to devote a great deal of time outside normal office hours to the business of Employer. The parties agree that, excluding holidays and other paid time off, Employee shall typically spend not less than an average of forty (40) hours per week in the performance of his duties. Both parties hereto acknowledge that Employee shall be classified as an exempt management executive pursuant to the *Fair Labor Standards Act* (FLSA.)

The parties further acknowledge that Employee is a licensed Attorney at Law in states other than Georgia, but during the term of this Agreement, Employee intends to devote his professional responsibilities to his roles as County Administrator and will not maintain an active law practice.

SECTION IX: AUTOMOBILE ALLOWANCE

During the term of this Agreement and for so long as Employee shall choose to utilize his personal vehicle for official use, Employer shall pay a \$600.00 per month car allowance to Employee. To the extent that Employee shall choose to utilize a county owned vehicle for official use, then such allowance shall be discontinued.

SECTION X: OTHER BENEFITS

A. All bonding costs required by Employer shall be paid for by Employer.

B. Employee shall receive the same paid time off as other Whitfield County employees.

C. Health, dental, vision, disability, and life insurance shall be provided to Employee commensurate with the benefits of other Whitfield County employees.

D. Employee shall be entitled to retirement benefits commensurate with the plans now in force and commensurate with those of other Whitfield County employees.

E. Employer shall pay Employee's dues to professional organizations of which Employee is required to be a member. Employer may pay dues to other professional organizations to the extent Employer and Employee subsequently agree that Employee's membership in such organization shall inure to the benefit of Whitfield County.

F. Employer shall pay Employee's expenses in training and related costs in maintaining licenses, certifications, and continuing education.

G. Employer shall pay a \$100 per month mobile telephone allowance during the term hereof for all months in which Employee utilizes his personal mobile telephone plan rather than a Whitfield County telephone plan.

H. Employer shall contribute \$1,000.00 per month toward Employee's IRC 457 retirement plan during the term of this Agreement.

SECTION XI: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of

Employee's official duties as County Administrator, other than for illegal acts. Employer will defend, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION XII: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with other provisions of this Agreement.

B. All provisions, regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

SECTION XIII: NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the extent that such a reduction constitutes an across-the-board reduction for all employees of the Employer on a percentage basis.

SECTION XIV: GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties with respect to the subject matters contained herein and any prior agreements, whether oral or in writing, shall be superseded.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective upon its execution by both parties.

D. If any provision or any portion thereof, contained in this Agreement is found unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be governed by the laws of the State of Georgia.

F. To the extent any Court of competent jurisdiction shall determine any ambiguity with respect to any terms set forth herein, the parties hereto agree that the Court shall rely solely on this written Agreement and shall not consider other evidence.

IN WITNESS WHEREOF, Employer has duly authorized this Agreement to be signed and executed on its behalf by its Chairman of the Board of Commissioners, and duly attested by its Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

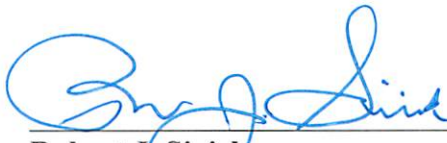
WHITFIELD COUNTY BOARD OF COMMISSIONERS

BY:

Jevin S. Jensen, Chairman
“Employer” for the Board

ATTEST:

Blanca Cardona, Clerk
SEAL



Robert J. Sivick
“Employee”

Intergovernmental Agreement

STATE OF GEORGIA,
COUNTY OF WHITFIELD

THIS INTERGOVERNMENTAL AGREEMENT, authorized by Article 9, Section 2, Paragraph 9 of the *Georgia Constitution*, is hereby entered into by and between the duly elected Whitfield County, Georgia, Tax Commissioner (hereinafter “Sane,”) the duly elected Whitfield County, Georgia, Sheriff (hereinafter “Sheriff,”) and Whitfield County, Georgia, a Political Subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the “County.”)

This Agreement is hereby declared to **be effective as of June 9, 2025**, for a term not exceeding four (4) years or until sooner terminated as set forth herein. To the extent that no party hereto takes any action after four (4) years, this Agreement shall renew automatically for successive one (1) year terms.

WHEREAS, Sane, the County, and the Sheriff all place great value upon the presence of a properly trained deputy Sheriff to provide appropriate security at the entrance of Sane’s offices in Whitfield County to which the public is invited to conduct business with the Tax Commissioner’s office; and

WHEREAS, Sane’s office is no longer located at the Whitfield County Courthouse, but is instead located in a separate, freestanding public facility at 1013 Riverburch Parkway, Dalton, GA.;

WHEREAS, the County has determined that it is able to provide funding, as set forth herein, subject to its annual budgetary authority.

THEREFORE, the parties hereto agree as follows: To the extent that the Sheriff remains willing to designate a Sheriff’s Deputy within the salary range approved by the County for assignment to provide security at Sane’s offices, the County shall fund such position during the pendency of this Agreement.

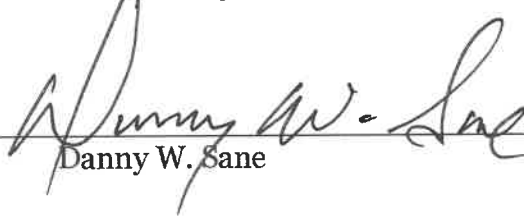
The following guidelines are agreed by the parties hereto:

1. Such Deputy Sheriff shall remain exclusively an employee of the Sheriff at all times, subject only to employee discipline as provided by the Whitfield County Merit System for employees and the Sheriff’s Office Personnel Manual.
2. Placement of any Sheriff’s Deputy at Sane’s office should be collaboratively determined between the Sheriff and Sane, with final decision by the Sheriff. Nothing herein shall prevent the Sheriff from designating different such Deputy Sheriffs for such assignment from time to time in accordance with departmental requirements of the Sheriff.

3. Such Deputy Sheriff shall be a POST certified law enforcement officer in good standing.
4. Any party hereto may withdraw from this Agreement at any time hereafter with not less than sixty (60) days written notice to the other parties.
5. Any prior understanding or agreement, whether written or oral, by and between the parties hereto with respect to this subject matter is herewith superseded by this Agreement.
6. Nothing herein shall infringe the Sheriff's ability to utilize any Sheriff's Deputy at any time that the Sheriff may determine that public safety necessitates such use, even during otherwise normal business hours of Sane's offices.

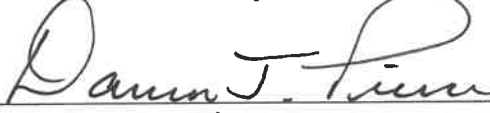
IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement effective as of the 9th day of June, 2025.

Whitfield County Tax Commissioner



Danny W. Sane

Whitfield County Sheriff



Darren Pierce

(
Whitfield County, Georgia,
a Political Subdivision of the State of Georgia,
by its Board of Commissioners

BY: _____ (Seal)
Jevin Jensen, Chairman

ATTEST: _____ (Seal)
Blanca Cardona, County Clerk

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting



Whitfield County Board of Commissioners
301 W. Crawford Street
Dalton, Georgia 30720
Phone: 706-275-7507
Fax: 706-275-7540

Meeting Date: June 9, 2025
Subject: Ridge Road Culvert Replacement
Department: Public Works
In Budget Amount: Operating- _____ Capital- \$157,133.90
Expenditure Line Item # _____
Not in Budget Amount: _____
Funding Source: 2024 SPLOST
Date needed: June 10, 2025

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

During last week's storms, a culvert washout occurred on Ridge Road. The 2 pipes were each 72-inch corrugated metal. The stream enters the pipes on a skew, causing debris and sediment buildup which ultimately contributed to the failure of the old pipes. We intend to help alleviate this problem by installing precast concrete box culverts. The lead time on the boxes is 11 weeks and installation will take 2 more weeks. The road is open to traffic one lane at a time through the use of an automated traffic signal, and will remain in this condition until the culvert can be replaced. The road will be completely closed at this location for approximately 2 weeks during construction.

Brian Brackett received 2 quotes on the precast boxes, the lower of which is \$157,133.90 from Oldcastle Infrastructure. The money would come from 2024 SPLOST funds designated for bridges and culverts.

Suggested Motion:

Ratify the order of precast box culverts from Oldcastle Infrastructure for \$157,133.90.

Request Made By: Kent Benson

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Customer: Whitfield County

Job: Ridge Road BC

Location: Dalton Ga

Salesperson: Chad Condra



Date: 5/27/2025

Box Culvert Pricing Summary

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXT COST	Running Total
A	10 FT SPAN x 6 FT RISE ASTM C GDOT BOX CULVERT	120	LF	\$1,035.83	\$124,300.00	\$124,300.00
B	WINGWALLS (IF APPLICABLE)	4	EA	\$2,946.38	\$11,785.50	\$136,085.50
C	PARAPETS (IF APPLICABLE)	2	EA	\$844.20	\$1,688.40	\$137,773.90
D	WINGWALL HARDWARE (IF APPLICABLE)	16	EA	\$35.00	\$560.00	\$138,333.90
E	PARPET HARDWARE (IF APPLICABLE)	4	EA	\$25.00	\$100.00	\$138,433.90
F	1" x 10' BUTYL MASTIC	10	BOX	\$100.00	\$1,000.00	\$139,433.90
G	FREIGHT (DELIVERY ON A FLAT BED)	22	EA	\$750.00	\$16,500.00	\$155,933.90

ADDITIONAL MATERIALS

H	6" x 50' Joint Wrap (Price Per Box / 4-Rolls Per Box)	4	EA	\$300.00	\$1,200.00	\$157,133.90
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JOB TOTAL: **\$157,133.90**

CONDITIONS:

1. UPON ENGINEER APPROVAL
2. CONFORMS TO ASTM GDOT
3. PRICE GOOD FOR 90 DAYS
4. PRICE DOES NOT INCLUDE TAX
5. LIFTING DEVICES NOT INCLUDED IN QUOTE

WEIGHTS: 1.88 TONS / FT
11.30 TONS / 6' BOX CULVERT SECTION

NOTES:

1. 5-10 FEET COVER.
2. JOB IS WITHIN 60 MILES OF STONE MOUNTAIN PLANT.
3. CAST IN PLACE APRONS BY CONTRACTOR.
4. STANDARD BOX CULVERT SECTION IS 6 FEET LONG.
5. NO SKEWS, UNLESS NOTED OTHERWISE.
6. NO HOLE PENETRATIONS, UNLESS NOTED OTHERWISE.
7. NO ADAPTERS, UNLESS NOTED OTHERWISE.
8. CONTRACTOR TO UNLOAD, LIFTING DEVICES NOT PROVIDED.
9. WINGWALLS AND PARAPETS ARE PER GEORGIA STANDARD DETAIL 2535P

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☐ Regular Business Meeting

Meeting Date: _____
Subject: _____
Department: _____
In Budget Amount: Operating- _____ Capital- _____
Expenditure Line Item # _____
Not in Budget Amount: _____
Funding Source: _____

Date needed: _____



Whitfield County Board of Commissioners
201 S. Hamilton Street
Dalton, Georgia 30720

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

Suggested Motion:

Request Made By:

Brian Brackett

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting



Whitfield County Board of Commissioners
 301 W. Crawford Street
 Dalton, Georgia 30720
 Phone: 706-275-7507
 Fax: 706-275-7540

Meeting Date: June 9, 2025
 Subject: MOU with GDOT for New Road Maintenance
 Department: Engineering
 In Budget Amount: Operating- _____ Capital- _____
 Expenditure Line Item # _____
 Not in Budget Amount: _____
 Funding Source: N/A
 Date needed: June 10, 2025

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

GDOT is constructing a new frontage road on the West side of the Norfolk-Southern rail line in the Carbondale community. The project is fully funded by State and Federal dollars. The road will connect Redwine Cove Rd. to Eber Rd. and is known as the Cove Drive Extension, PI #0013095. The project will close the rail crossings at Postelle and Henry Owens roads. The residents along these roads will be able to travel along the new frontage road north to Redwine Cove Rd or south to Eber Rd, where full safety equipment is in place, to cross the tracks.

When the road is complete, GDOT will transfer the right-of-way to Whitfield County for future ownership and maintenance. This Memorandum of Understanding defines the terms of the agreement between the State and the County to make this transfer and for the County to assume maintenance responsibilities at a future date when the road is complete.

Suggested Motion:

Approve the MOU with GDOT for acceptance of the Cove Drive Extension onto the County road system when complete.

Request Made By: Kent Benson

County Administrator's
 Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

MEMORANDUM OF UNDERSTANDING

By and Between
Department of Transportation
State of Georgia

And

Whitfield County

REFERENCE NUMBER: [REDACTED]

PROJECT IDENTIFICATION NUMBER: P.I. 0013095

PROJECT DESCRIPTION: EXTEND COVE DR FROM REDWINE COVE RD TO HENRY OWEN RD, IMPROVE EBER RD BETWEEN NORFOLK SOUTHERN RAILROAD CROSSING AND LOUISE LN, AND CLOSE HENRY OWEN RD (719722X) AND POSTELLE RD (719723E) HIGHWAY-RAILROAD GRADE CROSSINGS

ARTICLE I – RECITALS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter sometimes referred to as the “MOU”) made and entered into this _____ day of _____, 20____, by and between the Department of Transportation, an agency of the State of Georgia [hereinafter called the “Department”] and the _____ [hereinafter called the “Local Government(s)”. The Department and the Local Government(s) may be referred to individually, as the “Party” or collectively, as “Parties”.

WHEREAS, the Department in accordance with Section 32-2-2(5) of the Official Code of Georgia Annotated has the authority to “negotiate, let, and enter into contracts with the Georgia Highway Authority, the State Road and Tollway Authority, any person, any state agency, or any county or municipality of the state for the construction or maintenance of any public road or any other mode of transportation or for the benefit of or pertaining to the department or its employees in such manner and subject to such express limitations as may be provided by law”; and

WHEREAS, the Local Government wishes to cooperate with the Department in its effort to improve the Local Government’s roadway(s) as is further defined in ARTICLE III, DESCRIPTION, hereinafter sometimes referred to as the “Road Improvement Project” or “Project”, under the terms and conditions as set forth herein below; and

WHEREAS, the Department and the Local Government agree that the Local Government retains full ownership and responsibility, including, but not limited to, maintenance, operations and utilities accommodation(s), of the roadway(s) detailed in the Description during and after any Road Improvement Project performed by either the Department or the Department’s contractor, with the exception of the maintenance activities during construction; and

Memorandum of Understanding

WHEREAS, the authorization for the regulation of utility encroachments by the Department are contained in Section 32-6-174 of the Official Code of Georgia Annotated, which states in part that "[T]he department may promulgate reasonable regulations governing the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, tracks, traffic and other such signals, and other equipment and appliances of any utility in, on, along, over, or under any part of the state highway system or any public road project which the department has undertaken or agreed to undertake or which has been completed by the department pursuant to its authority."; and

WHEREAS, the Department and the Local Government(s) agree that the Department has promulgated reasonable regulations governing utility accommodation in, on, along, over, or under any part of the designated road project which the Department has undertaken which are advantageous to all parties hereto, as well as to the traveling public; and

WHEREAS, the Parties are permitted to enter into intergovernmental contracts pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State which provides, in pertinent part, as follows:

“[t]he state, or any institution, department, or other agency thereof, and any . . . or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide. . .”; and

WHEREAS, the Department and the Local Government(s) have each found and determined that the undertaking contemplated herein are in their mutual interest and in the best interest of and for the benefit of the State.

NOW THEREFORE, in consideration of the forgoing and the mutual covenants contained herein, it is agreed by and between the Department and the Local Government(s) that:

ARTICLE II – ROLES AND RESPONSIBILITIES

- A. **Ownership:** The Local Government(s) will retain jurisdictional, as well as maintenance, utility, and operational authority over the existing roadway(s) and facilities which are a part thereof. The Local Government(s) will accept all right, title and interest for the roadway(s) either improved or newly constructed upon completion of the Project. **Said section(s) of roadway are defined in the DESCRIPTION, under ARTICLE III.**
- B. **Maintenance:** During the period of construction, the maintenance of the roadway will be performed by either the Department or the Department’s contractor. After construction of the Roadway Improvement Project, the Local Government(s) will fully maintain, as may be required by law, the roads and/or streets within their respective jurisdictions and within the limits of their rights-of-way of the roadway. The Local Government(s) will operate, maintain, or cause to be maintained, the roadway at their expense. Maintenance is the preservation of the entire roadway including, but not limited to, the surface, shoulders, the roadside, sidewalks, environmental features, structures, erosion control

Memorandum of Understanding

measures, and such traffic control devices that are necessary for its safe and efficient use.

- C. **Utilities:** The Local Government(s) will remain the permitting agency responsible for all utilities of said roadway(s) and all of the facilities thereof, without cost or expense to the Department or the State. The Local Government(s) will coordinate with the Department before any new permits are issued during the life of this MOU.

Utilities that are within the construction limits of the proposed right-of-way will be moved or adjusted according to 23 C.F.R. 645A, subject to project agreement requirements. The relocation or adjustment will be arranged, and if costs are involved, paid for by the Local Government(s) unless otherwise specified in the Project Framework Agreement, a binding legal agreement between the Department and the Local Government which contains straightforward project phase participation commitments. Required arrangements for utility relocations, adjustments and accommodation plans will be completed before the Department advertises for a construction contract.

- D. **Right-of-way:**

☐

This construction project intersects (i.e., at grade, above or below) the State

Highway System. The Department reserves the right to retain the right-of-way on short sections of the Local Government(s)'s roadway(s). The right-of-way may extend beyond the radius return for at-grade roadways and/or to the existing or adjusted limited access rights when so designated. The Local Government agrees to Quit Claim to the Department those portions, access rights or sections of their roadway(s) deemed necessary by the Department for seamless traffic transitions at the completion of the Road Improvement Project.

☒

This construction project does not intersect (i.e., at grade, above or below) the State Highway System.

- E. **Claims and Liability:** To the extent permitted by applicable law, the Local Government(s) agrees to indemnify and hold harmless the Department from all suits, claims for damages, or causes of action brought on account of the Local Government(s)'s failure to perform those maintenance activities or any other tasks associated with the roadway(s) except during the period of construction by the Department or the Department's contractor.
- F. **Change in Roadway Designation and Mileage:** Upon completion and acceptance of the Project by the Department, the Local Government(s) will designate any newly constructed roadway(s) as either a County Road or City Street, as appropriate, and accept the mileage into their roadway system.
- G. **Access:** The Local Government(s) will remain the permitting agency responsible for access control of said roadway(s) and all of the facilities thereof, without cost or expense to the Department. The Local Government will inform the Department of any new permits approved during the life of this

Memorandum of Understanding

MOU.

H. **Information and Records Provided to the Department:** Upon request, the Local Government(s) will provide the Department with the following information and records for any existing roadway(s), as applicable, to the extent that they are available, at no cost or expense to the Department:

1. Utility, drainage, access driveway, sign advertising and limited use permits
2. As-built construction plans and records
3. Bridge inspection reports and ratings
4. Photo and video logs, aerial photos, right-of-way maps and parcel files
5. Road Inventory data
6. Pavement condition ratings
7. Signal files including timing sequence and repair history
8. Accident reports and statistics
9. Traffic data
10. Any other available data or documentation which may be requested by the Department

The Department may provide any or all of this information to the Department's contractors as Reference Information Documents. Neither the Department nor the Local Government(s) makes any representation or guarantee as to the accuracy, completeness, or fitness of the Reference Information Documents. GDOT is making the Reference Information Documents available to Proposers for the sole purpose of providing information in the possession of GDOT, regardless of whether such information is accurate, complete, pertinent, or of any value.

ARTICLE III - DESCRIPTION

Local Government:	Whitfield County
County Road or City Street (Name and Route Number):	CR 895 / Cove Dr (to be extended); and CR 4 / Eber Rd (alignment and road improvement)
From:	Cove Dr at Redwine Cove Rd intersection; and Eber Rd at RRX (719724L)
To:	Cove Dr extended to Henry Owen Rd; and Eber Rd realigned and improved 788 ft eaat to Louise Ln / CR 4
Total Mileage:	Cove Dr - 0.72 miles (3,790 ft extension new construction) Eber Rd - 0.15 miles (788 ft.realignment and improvement)
Description of Road Improvement Project:	Cove Dr - new construction Eber Rd - widen and realignt
Comments:	CR 2 Postelle Lane RRX (719722X) and Henry Owen Rd RRX (719723E) to be permanently closed, and 0.05 miltes (263 ft) of the east end of Henry Owen Rd to be removed

ARTICLE IV - GENERAL PROVISIONS

- A. **Term of MOU:** This MOU shall commence on the date first written above and shall remain in effect until completion of said Road Improvement Project by the Department. The Department reserves the right to cancel the Road Improvement Project at any time by written notice to the Local Government(s).
- B. **No Third Party Beneficiaries; No Assignments:** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits whatever under or by reason of this MOU. Neither party may assign any interest in this MOU by assignment, transfer, or novation, without prior written consent of the other party.
- C. **Entire Agreement/ Modifications:** This MOU, including any attachments that are expressly referred to in this MOU, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties on the same subject matter. No representations were made or relied upon by either party, other than those that are expressly set forth herein. Any modification or amendment of this MOU shall be valid only when it has been reduced to writing and executed by both parties.
- D. **Controlling Law, Legal Compliance and Venue:** This MOU shall be deemed to have been executed in Fulton County, Georgia. The validity, interpretation, and performance of this MOU shall be controlled by and interpreted in accordance with the laws of the State of Georgia. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Georgia.

Memorandum of Understanding

SIGNATURES

IN WITNESS WHEREOF, this instrument has been and is executed by the Commissioner on behalf of the Department and by _____ on behalf of the Local Government(s), he or she being duly authorized to do so by the ruling body of said Local Government(s). This MOU has been executed on the date and year below written.

Executed on behalf of the Department this
_____ day of _____, 20____.

Executed on behalf of **Whitfield County**
this _____ day of _____,
20____.

**GEORGIA DEPARTMENT OF
TRANSPORTATION:**

LOCAL GOVERNMENT(S):

By: _____
Commissioner

By: _____
Whitfield County Commission Chairman
This Agreement, approved by the LOCAL
GOVERNMENT(S), the _____ day of
_____, 20____

ATTEST:

ATTEST:

By: _____
Treasurer

By: _____
Clerk
____N/A____
Federal Employee Identification Number

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting



Whitfield County Board of Commissioners
301 W. Crawford Street
Dalton, Georgia 30720
Phone: 706-275-7507
Fax: 706-275-7540

Meeting Date: June 9, 2025
Subject: Contract Award for Dug Gap Rd Corridor Study
Department: Engineering - MPO
In Budget Amount: Operating- _____ Capital- \$199,878.00
Expenditure Line Item # _____
Not in Budget Amount: _____
Funding Source: GAMPO Grant, MPO Budget, Dalton Match
Date needed: June 30, 2025

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

In response to increasing development, traffic, rezoning requests, and availability of sewer service along Dug Gap Rd., the Greater Dalton MPO applied for and was awarded grant funds for a corridor traffic study of the road from Connector 3 to Walnut Avenue. The total grant amount is \$200,000 with a 20 percent match.

Since the road traverses from the County into the City of Dalton, each governmental entity will pay a share of the matching funds corresponding to the mileage of Dug Gap Rd within its borders. This translates to 72% (3.8 mi) for the County and 28% (1.5 mi) for the City.

We received four responses to our RFP. All firms were responsive and qualified, but our evaluation committee found Gresham Smith to be the best choice for this project. Their quoted price for the study is \$199,878.00. The required 20 percent match is \$39,975.00. The County's share of the match at 72 percent is \$28,782.43, which will come from the General Fund (MPO Budget). Dalton's share will be \$11,192.57.

Suggested Motion:

Award the contract to Gresham Smith for \$199,878 and approve the matching funds cost sharing with the City of Dalton.

Request Made By: Kent Benson

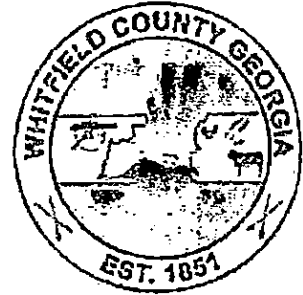
County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting



Whitfield County Board of Commissioners
201 S. Hamilton Street
Dalton, Georgia 30720

Meeting Date: 06/09/2025
Subject: surplus vehicle
Department: magistrate court
In Budget Amount: Operating- _____ Capital- _____
Expenditure Line Item # _____
Not in Budget Amount: _____
Funding Source: _____

Date needed: 6/9/25

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

We are requesting that the 2010 Ford Explorer vin 1FMEU6DEXAUA55466 be taken off our inventory and placed on gov deals. This vehicle has surpassed its usefulness and has become a liability due to its unsafe condition. *Approx. MILEAGE: 169500*

Suggested Motion:

place vehicle on gov deals and remove from inventory

Request Made By:

Chris [Signature]

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

Deed Book 2942 Page 343,
Whitfield County, Georgia Land
Records

CORRECTIVE DEDICATION OF PUBLIC RIGHT OF WAY

Georgia, Whitfield County

THIS INDENTURE made this ____ day of _____, 2025, between **Legacy Properties of Northwest Georgia, LLC**, a Georgia limited liability company, Grantor, and **Whitfield County, Georgia**, a political subdivision of the State of Georgia, Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit “A” attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

IT IS THE PURPOSE of this Corrective Dedication of Public Right of Way to convey additional property to Grantee that was intended to have been conveyed in that certain Dedication of Public Right of Way dated December 31, 1997 and recorded in Deed Book 2942 Page 343, Whitfield County, Georgia Land Records (the “Prior Deed”). The plat of survey referenced in the Prior Deed indicated Enterprise

Drive terminated at a cul de sac located north of the actual location of said cul de sac as constructed, and this deed is granted by Grantor to convey the entire right of way that was intended to have been conveyed in the Prior Deed by Grantor, as successor in interest to Whitfield Properties, Inc. by virtue of the conveyance by Whitfield Properties, Inc. to Grantor in Deed Book 6737 Page 164, Whitfield County, Georgia Land Records. A part of the consideration of the dedication of the right of way herein described is the granting of Quit Claim Deeds by Grantee to the adjoining property owners of the portion of the cul de sac described in the Prior deed which encroaches onto the adjoining property owners' properties.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever, in Fee simple. The said Grantor hereby dedicates Grantor's interest in said roads to public use and will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

Legacy Properties of Northwest Georgia, LLC

Unofficial Witness

By _____ (Seal)
W. Bryan Peebles, Manager

Notary Public

My commission expires:

[Notarial Seal]

EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot Nos. 48 and 61 in the 13th District and 3rd Section of Whitfield County, containing 0.85 acres, and being more particularly described as Tract No. 3 according to a plat of survey prepared for Legacy Properties of Northwest Georgia by Michael Paul Bunch, Georgia Registered Land Surveyor No. 3350, dated May 22, 2025, and recorded in Plat Book _____ Page _____, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.



The City of Varnell

P O Drawer C
Varnell, GA 30756
(706) 694-8800
FAX (706) 694-2150

Mayor Tom Dickson

Council Members

Bill Caylor (Mayor Pro Tempore)
Bob Roche Howard Kash
Sarah Harrison Sandy Pangle

Whitfield County Board of Commissioners
P O Box 248
Dalton, GA 30722-0248

RE: 143 Santa Fe Trail N.W.
Parcel # 11-263-01-042

Dear Commissioners:

In accordance O.C.G.A. § 36-36-6, the City of Varnell is giving notice via certified mail, return receipt of intent to annex contiguous property of which one hundred (100) percent of the landowners/corporation have requested and completed an application for annexation into the City of Varnell.

The Board of Commissioners shall notify the city of any objection of this annexation via certified mail, return receipt in accordance with O.C.G.A. § 36-36-7 and § 36-36-9.

This notice has been sent to the Board within ten (10) days of the completed annexation application in accordance with Georgia statute.

The legal description of the property to be annexed is enclosed.

Sincerely,

A handwritten signature in black ink that reads 'Kai Clayton'. The signature is written in a cursive, flowing style.

Kai Clayton
City Clerk

Enclosures



The City of Varnell

P O. Drawer C
Varnell, GA 30756
(706) 694-8800
Fax (706) 694-2150

Mayor Tom Dickson

Council Members

Bill Caylor (Mayor Pro Tempore)
Sandy Pangle Sarah Harrison
Bob Roche Howard Kash

LANDOWNER'S REQUEST FOR ANNEXATION

Date _____

No. Persons in household 3

This is to certify that Pamela Cooper is/are

The legal and lawful owners of the property herein described, and by my/our signatures below. I/we have hereby requested on the above date to be annexed into the city limits of the City of Varnell, Georgia.

APPLICANT _____

APPLICANT _____

AN ANNEXATION ORDINANCE

To annex into the City of Varnell, Georgia at the above owner's request pursuant to Chapter 36 of title 36 of the Official Code of Georgia Annotated; to provide for an effective date; and for other purposes.

BE IT ORDANED BY THE GOVERNING AUTHORITY OF THE CITY OF VARNELL, AND IT IS HEREBY ORDAINED:

Section 1. The following property is contiguous to the city, as defined by the laws of the State of Georgia, and it is hereby annexed into the City of Varnell. The property is described and located as follows:

11th district; 3rd Section; Whitfield County, Georgia

Land Lot No. 11-203-01-042 Zoning Class _____

Subdivision L 22 Whitfield Ac F

Parcel No. _____ Property Type _____

Deed Book No. _____ Street No. 143 NW

Street Name 143 Santa Fe Trail

Section 2. This ordinance shall become effective on the day of approval or at a time as mandated by the laws of the State of Georgia.

Section 3. The City Clerk of the City of Varnell is instructed to send copies of this ordinance along with the other documents as required to identify the property to all offices of government as required by law.

Section 4. All ordinances and parts of ordinances in conflict with this ordinance are repealed.

APPROVED this _____ day of _____, 20____ by the Mayor and Council of the City of Varnell.

Mayor

Councilperson

Councilperson

Clerk

Councilperson

Councilperson

Councilperson

SEAL



The City of Varnell

P O. Drawer C
Varnell, GA 30756
(706) 694-8800
Fax (706) 694-2150

Mayor Tom Dickson

Council Members

Bill Caylor (Mayor Pro Tempore)	Sarah Harrison
Sandy Pangle	Howard Kash
Bob Roche	

NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Varnell is approved by Whitfield County, you will be charged a city property tax for the City of Varnell. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 1.736 mils per \$1,000 of assessed value of your property.

Example: If your property is valued at \$100,000 - your assessed value is 40% or \$40,000 X 1.736 mils, your Varnell City tax would be \$69.44 per year.

I have read the above statement and understand that if my property is annexed, I will be charged Varnell City tax.

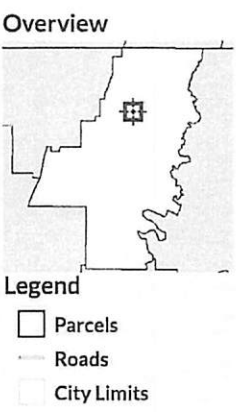
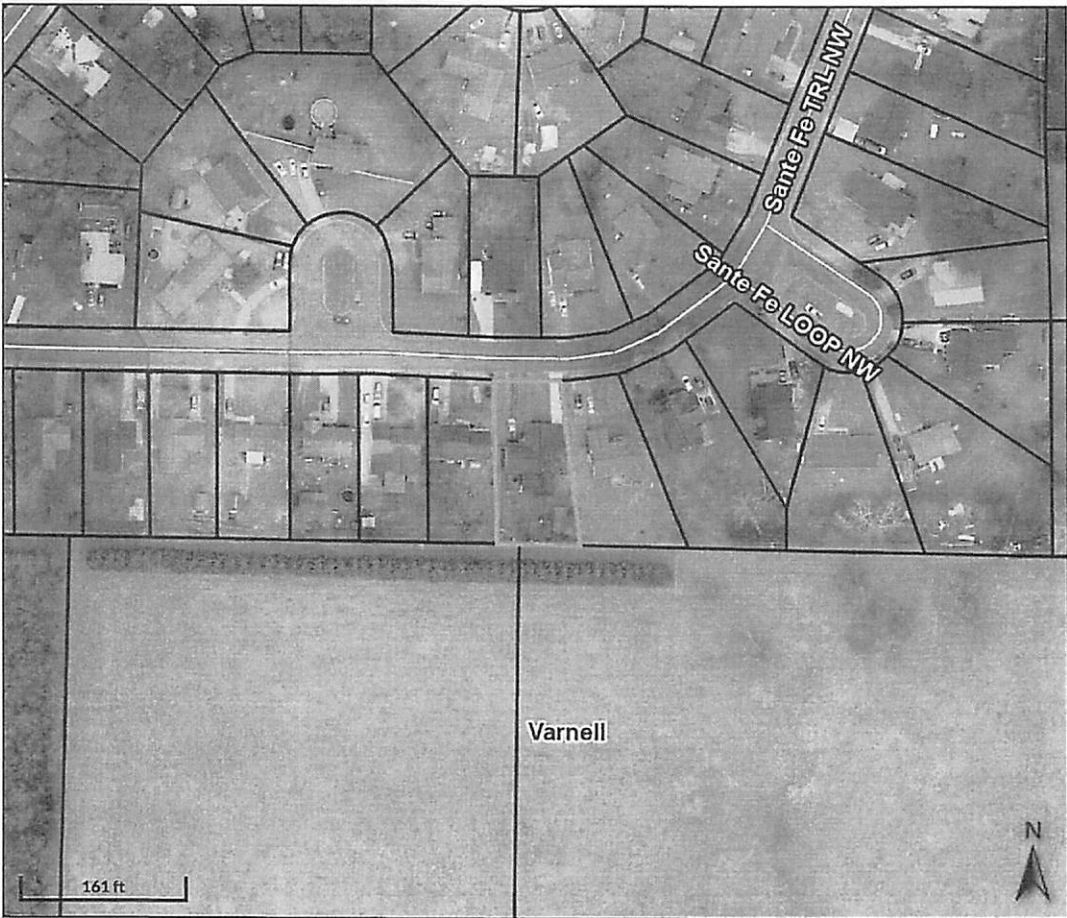
Pamela Cooper

SIGNED

5/5/2025

DATE

WHITFIELD COUNTY BOARD OF ASSESSORS



Parcel ID	11-263-01-042	Owner	COOPER PAMELA	Last 2 Sales			
Class Code	Residential		143 SANTA FE TRL	Date	Price	Reason	Qual
Taxing District	Whitfield Acres		DALTON, GA 30721	6/1/1996	0	10	U
Acres	0.23	Physical Address	143 NW SANTE FE TR	n/a	0	n/a	n/a
		Assessed Value	Value \$224699				

(Note: Not to be used on legal documents)

Date created: 5/7/2025
Last Data Uploaded: 5/7/2025 7:17:57 AM

Developed by  SCHNEIDER
GEOSPATIAL

AMENDED NOTICE

PT-306 (revised May 2018)

Whitfield County Board of Assessors
P O BOX 769
Dalton GA 30722
(706)275-7410

Official Tax Matter - 2024 Tax Year

This correspondence constitutes an official notice of ad valorem assessment for the tax year shown above.

Annual Assessment Notice Date: 3/31/2025

Last date to file a written appeal: 5/15/2025

***** THIS IS NOT A TAX BILL - DO NOT SEND PAYMENT *****

County property records are available online at:
<https://qpublic.schneidercorp.com/>



RETURN SERVICE REQUESTED

26 - 2

*****5-DIGIT 30721 | 00005570

COOPER PAMELA
143 SANTA FE TRL NW
DALTON, GA 30721-7736

The amount of your ad valorem tax bill for the year shown above will be based on the Appraised (100%) and Assessed (40%) values specified in BOX 'B' of this notice. You have the right to submit an appeal regarding this assessment to the County Board of Tax Assessors. If you wish to file an appeal, you must do so in writing no later than 45 days after the date of this notice. If you do not file an appeal by this date, your right to file an appeal will be lost. Appeal forms which may be used are available at <http://dor.georgia.gov/documents/property-tax-appeal-assessment-form>.

At the time of filing your appeal you must select one of the following appeal methods:

- (1) County Board of Equalization (value, uniformity, denial of exemption, or taxability)
- (2) Arbitration (value)
- (3) County Hearing Officer (value or uniformity, on non-homestead real property or wireless personal property valued, in excess of \$500,000)

All documents and records used to determine the current value are available upon request. For further information regarding this assessment and filing an appeal, you may contact the county Board of Tax Assessors which is located at P O BOX 769 Dalton, GA 30722 and which may be contacted by telephone at: (706) 275-7410. Your staff contacts are Brian Palmer and Jonathan Hayes.

Additional information on the appeal process may be obtained at <http://dor.georgia.gov/property-tax-real-and-personal-property>

Account Number	Property ID Number	Acreage	Tax Dist	Covenant Year	Homestead
6054	11-263-01-042	0.23	20		Yes-S1
Property Description					
L 22 WHITFIELD AC F					
Property Address					
143NW SANTE FE TR					
Taxpayer Returned Value	Previous Year Fair Market Value	Current Year Fair Market Value	Current Year Other Value *		
100% <u>Appraised</u> Value	0	130,779	224,699	0	
40% <u>Assessed</u> Value	0	52,312	89,880	0	
Reasons for Assessment Notice					
Value-Adj To Current-Market; Annual-Assessment Notice;					

If taxing authorities propose a millage rate which result in increased property taxes due to reassessment, public hearings must be held to inform residents. Public hearings must be advertised in local newspapers and on the authorities' websites to ensure transparency and participation from the community.

Taxing Authority	Other Exempt	Homestead Exempt	Net Taxable	Estimated Roll-Back Millage
County Tax	0	20,000	69,880	4.309000
County School Tax	0	2,000	87,880	13.217000
FIRE	0	20,000	69,880	2.755000
SOLID WASTE	0	20,000	69,880	0.286000
JOINTLY FUNDED	0	20,000	0	0.000000

* The "Current Year Other Value" reflects appraised and assessed value of any preferential assessment for properties or any portion of properties meeting certain requirements. The exemptions to "Current Year Fair Market Value" assessed values for these types of properties are provided under "Other Exempt".

DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: Whitfield County Board of Commissioners
Robert Sivick
Robert Smalley
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: May 20, 2025

SUBJECT: The request of Lixandro Ramirez to rezone from Suburban Agriculture (SA) to General Agriculture (GA) a tract of land total 6.5 acres located at 421 New Zion Hill Road, Dalton, Georgia. Parcel (12-355-01-002) (County)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 19, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Lixandro Ramirez.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval for the GA rezoning. There were no further questions for White.

Lixandro Ramirez stated his desire to place another home on the property so that he could reside in it. Ramirez stated that the new dwelling would be on the south side of the property near the road.

There is no one to speak in favor of the rezoning.

Steve Curtis spoke in opposition of the rezoning. Curtis stated that his concerns about the mobile home being placed on the property would be too close to his home. Curtis stated that it would be roughly 35 feet away.

Ramirez reapproached stating that he planned on placing it 60 feet away from the road front. Chairman Lidderdale asked what type of home it would be, and Ramirez answered that it would be a mobile home with a permanent foundation.

There were no further comments and Chairman Lidderdale closed the public hearing at 6:45 pm.

Recommendation:

Chairman Lidderdale sought a motion for the rezoning. Eric Barr made a motion to approve the GA rezoning, and Octavio Perez seconded. There was a unanimous recommendation to approve the GA rezoning 3-0.

DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: Whitfield County Board of Commissioners
Robert Sivick
Robert Smalley
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: May 20, 2025

SUBJECT: The request of Westbrow Development to rezone from Low Density Single Family Residential (R-2) to Medium Density Single Family Residential (R-3) a tract of land totaling 36.9 acres located on Haigmill Road, NW, Dalton, Georgia. Parcels (12-086-44-000 and 12-086-12-000) (County)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 19, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Adam Levitt.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval for the R-3 rezoning. Commissioner Robbins asked if the difference between R-2 and R-3 was the density, to which, White answered that R-3 would allow for more lot density. Chairman Lidderdale asked if there was sewer availability. White answered that there is access to sewer.

Adam Levitt spoke on behalf of Westbrow. Levitt stated that the intention of the rezoning is to get smaller lot sizes, so that they can place more houses on the subject property. Levitt also stated that all the houses will be at a minimum of 1,600 sq. ft. Chairman Lidderdale asked if the access road would extend from Haigmill Road to which Levitt answered that it would. Commissioner Thomas asked about the requirements to have two access roads on a site. Jean Garland answered that the fire department requires 2 access roads if the site has 120 houses.

Matt Schaller spoke in favor of the rezoning. Schaller represented the builder of the homes and passed out some handouts about their homes. Schaller stated that houses would range from 1,750 sq. ft. to 2,300 sq. ft.

Larry Crowe spoke in opposition of the rezoning. Crowe stated his main concern was the influx of traffic into the area. Chairman Lidderdale asked Jean Garland if there were any traffic safety standards the developer would have to meet in order to develop the property. Garland stated that it would have to be signed off by the county engineer.

Daniel Padgett spoke in opposition of the rezoning. Padgett's expressed his concerns about worsening traffic in the area.

Janet Lovelady spoke in opposition of the rezoning. Lovelady stated concerns about traffic and pedestrian safety. Lovelady also stated that she is concerned about the lot density affecting the property value of surrounding properties.

Adam Levitt stated that Westbrow would have to go through the county engineer and GDOT to ensure that the access road is safe for users.

There were no further comments and Chairman Lidderdale closed the public hearing at 6:38 pm.

Recommendation:

Chairman Lidderdale sought a motion for the rezoning. Octavio Perez made a motion to approve the R-3 rezoning, and Jody McClurg seconded. There was a unanimous recommendation to approve the R-3 rezoning 3-0.

DALTON-VARNELL-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: Whitfield County Board of Commissioners
Robert Sivick
Robert Smalley
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: May 20, 2025

SUBJECT: The request of Joe Stanley Moore to rezone from Rural Residential (R-5) to General Agriculture (GA) a tract of land totaling 73 acres located on NE Cohutta Beaverdale Road, Dalton, Georgia. Parcel (10-141-01-000) (County)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 19, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of four members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Tom Cosby.

Public Hearing Summary:

Tyler White summarized the staff analysis which recommended approval for the GA rezoning. There were no further questions for White.

Tom Cosby spoke in Mr. Moore's place. Tom Cosby stated that Mr. Moore wanted to get the property zoned similarly to the rest of Mr. Moore's property in the area. Cosby also stated that Mr. Moore has no intention of building any structures on the parcel.

Alex Tucker spoke in favor of the rezoning stating that the area is an agricultural in character and he would like it to stay that way.

Diane Stanley spoke in opposition of the rezoning. She stated her fear that the property would be turned into commercial farming of poultry or swine. She also stated that if commercial farming was allowed it would harm property values of adjacent properties. Stanley showed the commissioners a map of all of the parcels that Mr. Moore owns. She states that he has many commercial chicken farms on these parcels.

Mike Key spoke in opposition to the rezoning. Key stated that he does not want to see commercial poultry farming. Key also stated that he would not oppose the rezoning if there was a condition against commercial poultry or swine farming.

Tom Cosby reapproached and stated that the subject property is undevelopable as the current R-5 zoning due to lack of road frontage. Cosby also stated that Moore has no intention of placing any commercial poultry or swine farm on the property. Cosby also stated that Moore would oppose any restriction on his land.

There were no further comments and Chairman Lidderdale closed the meeting at 6:18 pm.

Recommendation:

Chairman Lidderdale sought a motion for the rezoning. Octavio Perez made a motion to approve the GA rezoning, and Eric Barr seconded the motion. There was a unanimous recommendation to approve the GA rezoning 3-0.

**STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
STATE PAID COUNTY REIMBURSED PERSONNEL (SPCR) CONTRACT
FOR A COUNTY GOVERNING AUTHORITY**

1. GENERAL CONTRACT PROVISIONS:

- (a) This contract is made and entered into by and between the **PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**, an agency of the Judicial Branch of the State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 and 15-18-20.1, and hereinafter referred to as the COUNCIL and the

District Attorney for the Conasauga Judicial Circuit
P.O. Box 1086
Dalton, Georgia 30722-0953

The Murray County Board of Commissioners
Attention: Noah Bishop, Commissioner
P.O. Box 1129, 4th Avenue
Chatsworth, Georgia 30705

The Whitfield County Board of Commissioners
Attention: Jevin Jensen, Commission Chair
201 S. Hamilton Street, 5th Floor
Dalton, Georgia 30720

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

- (b) This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.
- (c) Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the COUNCIL, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

2. PERIOD OF CONTRACT:

This contract is effective as of the 1st day of July, 2025, and shall terminate on the 30th day of June,

2026, unless terminated earlier under other provisions of this contract.

3. **COUNCIL AND CONTRACTOR CONTACT INFORMATION:**

(a) **Mailing Addresses:**

The mailing addresses, telephone numbers, and contact persons listed below for the COUNCIL and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the COUNCIL's division or office representatives or by the CONTRACTOR.

- (1) The COUNCIL's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Latoria J. Smith
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755
Telephone No: (770) 282-6364
Email: ljsmith@pacga.org

- (2) The CONTRACTOR'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

The District Attorney or the Conasauga Judicial Circuit
Attention: Benjamin Kenemer
P.O. Box 1086
Dalton, Georgia 30722
Telephone No.: (706) 876-1300
Email:

AND

The Murray County Board or Commissioner
Attention: Noah Bishop, Sole Commissioner
P. O. Box 1129
Chatsworth, Georgia 30705
Telephone No.: (706) 517-1400
Email:

The Whitfield County Board of Commissioners
Attention: Jevin Jensen, Commission Chair
201 S Hamilton Street, 5th Floor
Dalton, Georgia 30720
Telephone No.: (706) 275-7500
Email:

4. **SCOPE OF SERVICES:**

- (a) WHEREAS, O.C.G.A. § 15-18-20.1 authorizes "the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of district attorney may contract with the Prosecuting Attorneys' Council of the State of

Georgia to provide such additional personnel in the same manner as is provided for state paid personnel in this article. Any such personnel shall be considered state employees and shall be entitled to the same fringe benefits as other state paid personnel employed by the district attorney pursuant to this article. The governing authority of such county or municipality shall transfer to the COUNCIL such funds as may be necessary to cover the compensation, benefits, travel, and other expenses for such personnel;" and

- (b) WHEREAS, the governing authority of **Murray and Whitfield Counties**, with the consent of the District Attorney for the **Conasauga Judicial Circuit** wish to provide additional personnel for the office of district attorney of said judicial circuit as provided in O.C.G.A. § 15-18-20.1; and
- (c) Whereas, the governing authority of said counties have, by appropriate resolution, copies of which are annexed hereto and incorporated herein by reference as fully set forth, authorized the District Attorney for the **Conasauga Judicial Circuit** to enter into this contract on behalf of said county as provided in O.C.G.A. § 15-18-20.1.
- (d) NOW THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:
 - (1) The COUNCIL agrees to:
 - (A) Prepare an annual budget, which identifies the anticipated personal services for such personnel in the judicial circuit. Such budget is attached hereto as **Annex A** and is made a part of this agreement by reference.
 - (B) Pay the personal services and such other expenses related to such personnel identified in Annex A of this contract under the provisions of O.C.G.A. § 15-18-20.1 from funds provided by the CONTRACTOR in accordance with provisions of this contract.
 - (2) The CONTRACTOR agrees to:
 - (A) Accept the monthly invoice and when verified as correct, pay the invoice in full. If the expenditure report is not correct, the COUNCIL shall be notified within ten (10) days of the date of the invoice.
 - (B) Pay to the COUNCIL an administrative fee in an amount set forth in the attached budget (Annex A). The administrative fee will be calculated at two percent (2.0%) of the actual costs incurred by the COUNCIL under this Contract. The amount of the administrative fee shall be included in the monthly bill and paid to the COUNCIL as set forth in this Contract.
 - (3) All notices, invoices, bills or other documents referred to in this contract shall be sent by e-mail.

5. PAYMENTS TO THE COUNCIL:

- (a) The approved contract budget for the period of this contract is **\$362,521.39**.
- (b) The COUNCIL will submit a monthly invoice for the costs associated with this contract not more than 10 days after the last day of the prior month. Any additional costs, above or beyond those associated with the normal monthly payroll, i.e., annual leave payouts, forfeited leave payments, etc. will be included on the invoice to the CONTRACTOR for the following month or when identified.
- (c) The CONTRACTOR will pay the COUNCIL the amount specified in the monthly invoice each month regardless of the local sources of funding available to the CONTRACTOR. Payments must be made upon receipt. Payments are considered late if they have not been received by the COUNCIL by the last day of the month that the invoice is dated. Payments may be made by check or electronic funds transfer.
- (d) The COUNCIL and the CONTRACTOR agree that certain payroll costs including workers compensation, liability insurance, unemployment, and merit assessments are assessed annually but are billed to the CONTRACTOR on a monthly basis. Should the contract be terminated by the CONTRACTOR as specified in section 11, CONTRACTOR will owe the full annual assessments and will be billed by the COUNCIL for the remaining cost of the annual assessment.
- (e) If the CONTRACTOR fails to pay the amount due for the payroll period, CONTRACTOR agrees that the COUNCIL may:
 - (1) Use any other funds, other than state appropriated funds, that may be available to the Council for the operations of the district attorney's office within such judicial circuit or which may be payable to such district attorney's office;
 - (2) Require that future payments be made by wire or electronic funds transfer, at Contractor's expense;
 - (3) Take any such action as may be necessary to enforce the contract; or
 - (4) Terminate the contract.

6. BUDGET LIMITATION:

- (a) The CONTRACTOR will notify the COUNCIL in writing promptly whenever the amount of authorized funds is expected to exceed needs by more than \$5,000.00 or five percent (5.0%), whichever is greater. In such cases, the COUNCIL holds the option of making appropriate budget revisions and amending the contract as necessary to improve overall fund utilization.
- (b) If requested by the CONTRACTOR, the COUNCIL will provide a revised budget to the CONTRACTOR.

7. CONFIDENTIALITY OF INDIVIDUAL INFORMATION:

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the COUNCIL policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

8. CONFLICT OF INTEREST:

The CONTRACTOR and the COUNCIL certify that the provisions of O.C.G.A. § 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

9. CONTRACT MODIFICATION/ALTERATION:

- (a) No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties. Such modification shall be affixed to this contract as an amendment indicating the original contracting parties, the original effective date of the contract, and the paragraph(s) being modified or superseded, except as stated in sub-paragraph (b) immediately below.
- (b) In the event the sources of payment for services under this contract from the governing authority to the CONTRACTOR, or (appropriations made to the COUNCIL by the General Assembly of the State of Georgia) are reduced during the term of this contract, the COUNCIL has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract.

10. SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

11. TERMINATION:

- (a) Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event the source of payment for services under this contract no longer exists or in the event the sum of all obligations of the COUNCIL incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the COUNCIL as of that moment. The certification by the Executive Director of the COUNCIL of the occurrence

of the event stated above shall be conclusive.

- (b) Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the COUNCIL for failure of the CONTRACTOR to perform any of the provisions hereof. Should the COUNCIL exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. Upon termination of this contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel all obligations. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- (c) For Convenience. This contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the CONTRACTOR for any reason upon 60 days prior written notice to the COUNCIL. This Contract may be terminated by the COUNCIL for any reason upon 30 days prior written notice to the CONTRACTOR.
- (d) Upon termination of the contract, CONTRACTOR shall remit full payment for any outstanding balances owed to the COUNCIL within 30 days of such contract termination.

12. DRUG-FREE WORKPLACE:

- (a) CONTRACTOR hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - (1) A drug-free workplace will be provided for the CONTRACTOR's employees during the performance of this contract; and
 - (2) CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
 - (A) The CONTRACTOR has made false certification hereinabove; or
 - (B) The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

13. COUNCIL PERSONNEL REGULATIONS:

- (a) CONTRACTOR shall perform its obligations hereunder in accordance with all applicable Federal, State, and local governmental laws and regulations now or hereafter in effect. CONTRACTOR and CONTRACTOR's personnel shall also comply with all applicable State and COUNCIL policies, procedures, and standards in effect during the performance of the Contract, including but not limited to COUNCIL policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. CONTRACTOR agrees that any failure by CONTRACTOR or CONTRACTOR's personnel to comply with any of the obligations of this Section may be treated by COUNCIL as a material breach of this Contract by CONTRACTOR.
- (b) Except as provided in COUNCIL Policy 4.11 relating to State-Paid, County Reimbursed

(SPCR) Personnel, incorporated herein by reference, personnel compensated pursuant to this agreement are subject to the Rules adopted by the COUNCIL pursuant to O.C.G.A. § 15-18-19(c).

- (1) Personnel paid pursuant to this contract shall be entitled to annual, sick, and miscellaneous leave and administrative time on the same basis as other state paid personnel. In the event that any such employee dies, resigns or otherwise terminates employment during the term of the contract, such employee will be paid for any unused annual leave, up to a maximum of 360 hours as terminal leave pay. The CONTRACTOR agrees to pay the cost of such terminal leave upon receipt of an invoice from the COUNCIL.
- (2) In the event that an employee who is paid pursuant to this contract retires as a vested employee with the State of Georgia during the term of this contract, CONTRACTOR shall pay the cost associated with forfeited and unused leave that such employee accrued during the term of this contract and any extensions thereto.

(c) NONDISCRIMINATION

- (1) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
 - (2) The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the COUNCIL's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the COUNCIL.
- (d) The COUNCIL is an Equal Opportunity employer. A copy of the COUNCIL's Equal Employment Opportunity Utilization Report is available on the COUNCIL's website or upon request by the CONTRACTOR.
- (e) COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

- (f) **COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor certifies that as a local governing authority in the State of Georgia, it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees, also known as E-Verify.
- (g) **LIMITATIONS ON PAY INCREASES IN LAST 12 MONTHS OF EMPLOYMENT PRIOR TO RETIREMENT.** CONTRACTOR acknowledges that that O.C.G.A. §§ 47-2-120, 47-2-123, 47-2-334, 47-2-353 provides that any salary increase granted to a person subject to the provisions of this contract who is a member of the Employees Retirement System of Georgia (ERS) which is in excess of 5 percent over the 12 months immediately prior to such person's retirement date may result in the COUNCIL being charged the actuarial cost to the retirement system of any such increase. In such an event, CONTRACTOR agrees to pay the cost of any such actuarial cost as determined by ERS.
- (h) **WORKERS COMPENSATION.** The Contractor agrees to comply with State laws regarding Workers Compensation and to reimburse the Council for any costs resulting from a Workers Compensation award not otherwise provided for in the budget.

14. **ENTIRE UNDERSTANDING:**

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract, may be deemed to exist or to bind the parties at the time of execution.

15. **CONTRACT ANNEX INCLUSION:**

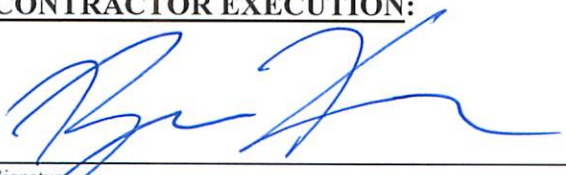
This contract includes annexes as listed below, which are attached hereto and incorporated herein:

- | | |
|---------|---|
| Annex A | Contract Budget. |
| Annex B | Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit and Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose. |

16. **OPEN RECORDS ACT:** this contract is subject to the provisions of the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

CONTRACTOR EXECUTION:



Signature

06/04/2025

**Date signed by CONTRACTOR

*The Honorable Benjamin Kenemer
District Attorney, Conasauga Judicial Circuit
P.O. Box 1086
Dalton, Georgia 30722-0953
(706) 813-1300



Signature

Noah Bishop

Printed Name

06/03/2025

**Date signed by COMMISSIONER

Noah Bishop, Sole Commissioner
Murray County Board of Commissioners
Designee for Murray County
P.O. Box 1129
121 N. 4th Avenue
Chatsworth, Georgia 30705
(706) 517-1400

Signature

Printed Name

**Date signed by COMMISSIONER

Jeven Jensen, Commission Chair
Whitfield County Board of Commissioners
Designee for Whitfield County
201 S Hamilton Street, 5th Floor
Dalton, Georgia 30720
(706) 275-7500

*Written authority may be required as an attachment which proves that the signer has the authority to sign for the CONTRACTOR.

**Must be a date equal to or earlier than the effective date of the contract as specified in paragraph #2 of this contract.

COUNCIL EXECUTION:

Signature

**Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

Attach Annex A Contract Budget

Prosecuting Attorneys' Council of Georgia

FY 2026 State-Paid County Reimbursed (SPCR) Contract

Annex A

Cost Estimate (DPGAT, March 2025, Based on February Labor)

Dept	Name	ID	Position	Title	Annual Salary	Part Time/Temp	Supplement	FICA 7.65%	Retirement Estimate (32.51%)	Health - 28.454%	Liability	Unemployment	Worker's Comp	Merit	Estimated Total FY26 Costs	OPTIONAL 40 hour Annual Leave Payout	OPTIONAL 40 hour Annual Leave Payout Benefits	OPTIONAL 40 hour Annual Leave Payout Benefits	
4182113	Sean Mary Donahoe	00860218	30215793	Director of Victim Services	\$ -	-	\$ -	17,435.00	\$ 1,339.78	\$ 5,115.30					\$ 23,904.08				
4182113	Farmer, Donna				\$ 48,730.00	-	-	3,727.85	\$ 15,842.32	\$ 14,352.93	\$ 654.83	\$ 21.94	\$ -	99.90	\$ 84,123.92	\$ 937.32	\$ 71.69	\$ 1,008.80	
4182113	Farmer, April	00900089	00186058	Investigator (IUC)	\$ 83,184.96	-	-	6,363.83	\$ 27,043.43	\$ 24,503.30	\$ 634.83	\$ 23.94	\$ -	170.33	\$ 142,634.99	\$ 1,599.71	\$ 122.38	\$ 1,722.09	
4182113	Knudgen, Lydia	00881689	00186052	PS Advocate (PS)	\$ 60,876.00	-	-	4,637.01	\$ 19,790.79	\$ 17,930.42	\$ 634.83	\$ 23.94	\$ -	124.80	\$ 104,790.11	\$ 1,170.89	\$ 89.56	\$ 1,260.25	
					\$192,790.96	\$0.00		\$17,435.00	\$16,082.29	\$42,676.94	\$61,919.95	\$1,964.55	\$65.82	\$2,082.99	\$195.22	\$155,413.12	\$3,707.52	\$283.63	\$3,991.14

Rates
FICA - 7.65%
IRS (average rate) - 32.51%
Health - 28.454%

2% Admin Fee \$7,108.26

Estimated FY26 Costs \$162,521.39

Disclaimer: All costs indicated are currently estimates. An average retirement rate of 32.51% has been used for all employees; however, the actual rate charged for each employee may be different based on each employee's retirement plan, 401k contributions, years of service, and anniversary date. Risk costs per person are currently estimated and may change once final employee counts for FY 2026 are determined.

Attach Annex B Resolution(s) authorizing the District Attorney to contact on behalf of the counties comprising the Judicial Circuit or Resolution(s) approving the contract to provide such additional personnel to the District Attorney in accordance with O.C.G.A. § 15-18-20.1 and approving the expenditure of funds for such purpose.

Resolution 2025-0422

RESOLUTION OF THE WHITFIELD COUNTY
BOARD OF COMMISSIONERS

WHEREAS, the District Attorney's Office for the Conasauga Judicial Circuit serves Whitfield and Murray Counties, and is jointly funded by appropriations from the State Legislature and Whitfield and Murray Counties, and,

WHEREAS, some, but not all, of the attorney, clerical, and investigative staff employees of the District Attorney's Office are funded by the State of Georgia with all of the fringe benefits of State employees, including medical, dental, and life insurance options, and retirement benefits; and,

WHEREAS, as a result of the enactment of O.C.G.A. § 15-18-20.1 during the 1997 Session of the Georgia General Assembly, counties were thereby enabled to contract with the State through the Prosecuting Attorneys' Council in order to allow non-state paid District Attorney employees to be processed through the State payroll system ("SPCR"), thereby entitling those employees to the same fringe benefits as other State employees;

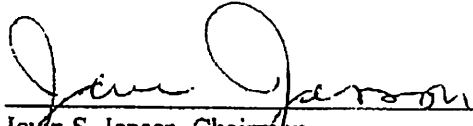
WHEREAS, currently approximately two (2) clerical employees of the District Attorney's Office remain on SPCR; and

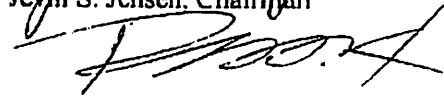
WHEREAS, the Whitfield County Board of Commissioners and the District Attorney for the Conasauga Judicial Circuit executed a Memorandum of Understanding dated December 29, 2015, providing that no new employees of the District Attorney's Office would be added to the State Paid County Reimbursed (SPCR) contract referenced hereinabove, and further providing that as state paid slots open within the office, SPCR employees would be transitioned to those open slots.

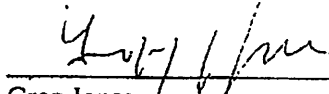
THEREFORE, BE IT RESOLVED that unless and until such appointment shall be revoked or suspended at any time in the future and in keeping with the provisions of the referenced MOU which is expressly incorporated herein, the Whitfield County Board of Commissioners hereby authorize and designate the Honorable Benjamin Kenemer, District

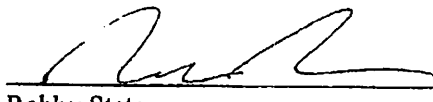
Attorney of the Conasauga Judicial Circuit, and his successors in office, as its designee for the purpose of contracting with the State of Georgia, Prosecuting Attorneys' Council, in order to comply with the provisions of O.C.G.A. § 15-18-20., and the District Attorney shall be responsible for transferring to the State the required funds as necessary for all compensation, benefits, travel and other expenses for all such personnel.

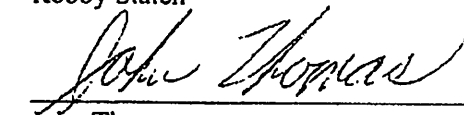
SO RESOLVED, this 22 day of April, 2025.


Jeyin S. Jensen, Chairman



Barry W. Robbins, Vice Chairman


Greg Jones


Robby Staten


John Thomas

ATTEST:


Blanca Cardona, County Clerk
(SEAL)

RESOLUTION OF THE MURRAY COUNTY COMMISSIONER

WHEREAS, The District Attorney's Office for the Conasauga Judicial Circuit serves Whitfield and Murray Counties, and is jointly funded by appropriations from the State Legislature and Whitfield and Murray Counties, and,

WHEREAS, some, but not all, of the attorney, clerical, and investigative staff employees of the District Attorney's Office are funded by the State of Georgia with all of the fringe benefits of State employees, including medical, dental, and life insurance options, and retirement benefits; and,

WHEREAS, it is equitable and desirable by the District Attorney and the Murray County Commissioner to offer the same benefits package to similarly situated employees of the District Attorney's Office; and,

WHEREAS, as a result of the enactment of O.C.G.A. § 15-18-20.1 during the 1997 Session of the Georgia General Assembly, counties were thereby enabled to contract with the State through the Prosecuting Attorneys' Council in order to allow non-state paid District Attorney employees to be processed through the State payroll system, thereby entitling those employees to the same fringe benefits as other State employees;

THEREFORE, BE IT RESOLVED that unless and until such appointment shall be revoked or suspended, the Murray County Commissioner hereby authorizes and designates the Honorable Benjamin Kenemer, District Attorney of the Conasauga Judicial Circuit, and his successors, as its designee for the purpose of contracting with the State of Georgia, Prosecuting Attorney's Council, in order to comply with the provisions of O.C.G.A. § 15-18-20.1, and the District Attorney shall be responsible for transferring to the State of the required funds as necessary for all compensation, benefits, travel, and other expenses for all such personnel.

SO RESOLVED, this 17th day of April, 2025.

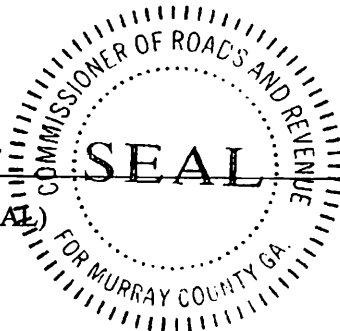


Noah Bishop, Sole Commissioner

ATTEST:



Tommy Parker, County Manager (SEAL)



Agenda Item



Whitfield County Board of Commissioners
201 S. Hamilton Street
Dalton, Georgia 30720

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting

Meeting Date: June 9, 2025
Subject: Axon Enterprise Inc. Contract
Department: Whitfield County Sheriff's Office
In Budget Amount: Operating- \$243,608.57 Capital- _____
Expenditure Line Item # _____
Not in Budget Amount: _____
Funding Source: 2015 SPLOST, 2024 SPLOST, prior budgeted, future budget

Date needed: 7/1/25

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

The Whitfield County Sheriff's Office is requesting approval of a new five-year contract with Axon Enterprise, Inc., totaling \$2,531,642.98. This agreement combines several current and expiring contracts into one streamlined plan, helping us improve efficiency and save money over time.

This contract includes major upgrades to our equipment and training. It will replace aging TASER 7 units with the newer, more advanced TASER 10, which offers better accuracy and performance. It also adds a Virtual Reality (VR) training suite that gives deputies hands-on experience in real-life scenarios to improve decision-making and de-escalation. The contract expands our Body-Worn Camera (BWC) program by over 20% and continues support for in-car cameras, interview room systems, and cloud-based evidence storage.

Axon is the sole-source provider of these integrated tools, and by combining agreements, we will save approximately \$1,272,275.18 over the five-year term—an average of more than \$250,000 per year.

The first payment, in the amount of \$1,300,000, will cover the fleet portion of the contract. This payment will be funded using \$1,100,000 from 2015 SPLOST funds and \$200,000 from 2024 SPLOST funds. Both funding sources are designated for vehicle-related expenses, including in-car camera systems and fleet-related Axon equipment. A second payment of \$243,608.57 will be made in December 2025, which has already been budgeted. Beginning in July 2026, we will make an annual payment of \$247,008.60 through July 2029 to cover the remaining balance of the contract. +

Suggested Motion:

Approve the five year contract with Axon Enterprise Inc.

Request Made By:

Captain Brian Pack

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-707652-45812BF

Issued: 06/04/2025

Quote Expiration: 07/14/2025

Estimated Contract Start Date: 08/15/2025

Account Number: 123242

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Whitfield County Sheriff's Office - GA 805 Professional Blvd Dalton, GA 30720-2536 USA	Whitfield County Sheriff's Office - GA 805 Professional Blvd Dalton GA 30720-2536 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bryan Fondrie Phone: 2623521354 Email: bfondrie@axon.com Fax:	Brian Pack Phone: (706) 278-6636 Email: bpack456@gmail.com Fax: (706) 279-3160

Quote Summary

Program Length	60 Months
TOTAL COST	\$2,531,642.98
ESTIMATED TOTAL W/ TAX	\$2,531,642.98

Discount Summary

Average Savings Per Year	\$254,455.06
TOTAL SAVINGS	\$1,272,275.30

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$1,300,000.00	\$0.00	\$1,300,000.00
Dec 2025	\$243,608.57	\$0.00	\$243,608.57
Jul 2026	\$247,008.61	\$0.00	\$247,008.61
Jul 2027	\$247,008.60	\$0.00	\$247,008.60
Jul 2028	\$247,008.60	\$0.00	\$247,008.60
Jul 2029	\$247,008.60	\$0.00	\$247,008.60
Total	\$2,531,642.98	\$0.00	\$2,531,642.98

Quote Unbundled Price:	\$3,802,277.44
Quote List Price:	\$3,333,833.44
Quote Subtotal:	\$2,531,642.98

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$133,327.85)	(\$133,327.85)	\$0.00	(\$133,327.85)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$47,563.79)	(\$47,563.79)	\$0.00	(\$47,563.79)
BWCamTAP	Body Worn Camera TAP Bundle	10	60	\$42.20	\$33.80	\$33.80	\$20,280.00	\$0.00	\$20,280.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$73.05	\$36.07	\$35.32	\$2,119.20	\$0.00	\$2,119.20
Fleet3ARe	Fleet 3 Advanced Renewal	73	60	\$203.01	\$189.57	\$283.75	\$1,242,825.00	\$0.00	\$1,242,825.00
M00031	BUNDLE - OFFICER SAFETY PLAN 10	130	60	\$266.04	\$227.49	\$114.22	\$890,916.00	\$0.00	\$890,916.00
V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	130	60	\$20.08	\$11.92	\$11.92	\$92,976.00	\$0.00	\$92,976.00
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	20	60	\$139.98	\$108.33	\$108.33	\$129,996.00	\$0.00	\$129,996.00
A la Carte Hardware									
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6			\$209.00	\$0.00	\$0.00	\$0.00	\$0.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	6			\$985.00	\$0.00	\$0.00	\$0.00	\$0.00
50294	AXON INTERVIEW - SERVER - LITE	2			\$2,934.00	\$0.00	\$0.00	\$0.00	\$0.00
101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	65			\$349.00	\$558.40	\$36,296.00	\$0.00	\$36,296.00
101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	65			\$1,899.00	\$3,038.40	\$197,496.00	\$0.00	\$197,496.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
H00001	AB4 Camera Bundle	23			\$899.00	\$899.00	\$20,677.00	\$0.00	\$20,677.00
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$1,638.90	\$4,916.70	\$0.00	\$4,916.70
H00001	AB4 Camera Bundle	10			\$899.00	\$899.00	\$8,990.00	\$0.00	\$8,990.00
A la Carte Software									
73618	AXON COMMUNITY REQUEST	130	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	60		\$16.27	\$16.06	\$963.72	\$0.00	\$963.72
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	8	60		\$213.00	\$339.33	\$2,714.64	\$0.00	\$2,714.64
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	60		\$28.21	\$28.21	\$5,077.80	\$0.00	\$5,077.80
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	60		\$111.75	\$88.13	\$31,725.06	\$0.00	\$31,725.06
ProLicense	Pro License Bundle	5	60		\$48.82	\$48.75	\$14,625.00	\$0.00	\$14,625.00
A la Carte Services									
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	65			\$15.00	\$24.00	\$1,560.00	\$0.00	\$1,560.00
A la Carte Warranties									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	8	55		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100942	AXON BODY 4 - EXT WARRANTY - CAMERA	111	30		\$15.03	\$0.00	\$0.00	\$0.00	\$0.00
100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	14	30		\$22.65	\$0.00	\$0.00	\$0.00	\$0.00
100942	AXON BODY 4 - EXT WARRANTY - CAMERA	23	18		\$14.74	\$0.00	\$0.00	\$0.00	\$0.00

100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	3	18	\$22.22	\$0.00	\$0.00	\$0.00	\$0.00
80464	AXON BODY - TAP WARRANTY - CAMERA	134	30	\$10.67	\$0.00	\$0.00	\$0.00	\$0.00
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	30	\$16.79	\$0.00	\$0.00	\$0.00	\$0.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		\$464.00	\$464.00	\$1,392.00	\$0.00	\$1,392.00
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		\$464.00	\$464.00	\$1,392.00	\$0.00	\$1,392.00
Total						\$2,531,642.98	\$0.00	\$2,531,642.98

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	23	1	07/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	07/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	07/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	26	1	07/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	26	1	07/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	11	1	07/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	11	1	07/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	26	1	07/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	07/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	07/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	07/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	07/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100126	AXON VR - TACTICAL BAG	3	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	130	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	25	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	1950	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	910	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	240	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100591	AXON TASER - CLEANING KIT	2	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	121	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	9	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	130	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100748	AXON VR - CONTROLLER - TASER 10	3	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	130	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	4	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	6	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	26	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	130	1	07/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20378	AXON VR - HEADSET - HTC FOCUS 3	3	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	260	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	20	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	18	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	2	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	20	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	20	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/15/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/15/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100126	AXON VR - TACTICAL BAG	3	1	07/15/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	1	07/15/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	07/15/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	2	1	07/15/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101294	AXON VR - TABLET	6	1	07/15/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101300	AXON VR - TABLET CASE	6	1	07/15/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	20378	AXON VR - HEADSET - HTC FOCUS 3	3	1	07/15/2025
A la Carte	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	65	1	07/15/2025
A la Carte	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	65	1	07/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	07/15/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	07/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	07/15/2026
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	73	1	12/01/2026
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	1	12/01/2026
A la Carte	50294	AXON INTERVIEW - SERVER - LITE	2	1	12/01/2026
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	1	12/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	02/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	134	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	17	1	02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	07/15/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	07/15/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	07/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	01/15/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100210	AXON VR - TAP REFRESH 1 - TABLET	6	1	01/15/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	1	01/15/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	01/15/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	01/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	07/15/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	07/15/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	07/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	07/15/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	07/15/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	07/15/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	08/01/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	10	1	08/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	134	1	08/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	17	1	08/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	130	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	101703	AXON VR - USER ACCESS - TASER SKILLS	130	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	130	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73447	AXON FUSUS - LICENSE - PLUS USER	130	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	130	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	130	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1300	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	130	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	08/15/2025	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	130	08/15/2025	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	20	08/15/2025	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	20	08/15/2025	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/15/2025	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	20	08/15/2025	08/14/2030
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	73	08/15/2025	08/14/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	73	08/15/2025	08/14/2030
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	73	08/15/2025	08/14/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	146	08/15/2025	08/14/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	08/15/2025	08/14/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	08/15/2025	08/14/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	130	08/15/2025	08/14/2030
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	8	08/15/2025	08/14/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	08/15/2025	08/14/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	08/15/2025	08/14/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	08/15/2025	08/14/2030
A la Carte	73618	AXON COMMUNITY REQUEST	130	08/15/2025	08/14/2030
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	08/15/2025	08/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	20
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	65
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	73	08/15/2025	08/14/2030
A la Carte	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	111	08/15/2025	01/31/2028
A la Carte	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	14	08/15/2025	01/31/2028
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	8	08/15/2025	02/28/2030
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	07/15/2026	08/14/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	10	07/15/2026	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	100197	AXON VR - EXT WARRANTY - HEADSET	3	07/15/2026	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	130	07/15/2026	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	07/15/2026	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	07/15/2026	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	07/15/2026	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	26	07/15/2026	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	130	07/15/2026	08/14/2030
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/15/2026	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	1	07/15/2026	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	1	07/15/2026	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	20	07/15/2026	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	07/15/2026	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	07/15/2026	08/14/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	07/15/2026	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	20	07/15/2026	08/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/15/2026	08/14/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100197	AXON VR - EXT WARRANTY - HEADSET	3	07/15/2026	08/14/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100213	AXON VR - EXT WARRANTY - TABLET	6	07/15/2026	08/14/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	07/15/2026	08/14/2030
A la Carte	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	23	08/01/2026	01/31/2028
A la Carte	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	3	08/01/2026	01/31/2028
A la Carte	80464	AXON BODY - TAP WARRANTY - CAMERA	134	02/01/2028	08/14/2030
A la Carte	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	02/01/2028	08/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	805 Professional Blvd	Dalton	GA	30720-2536	USA
1	805 Professional Blvd	Dalton	GA	30720-2536	USA

Payment Details

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Fleet	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	65	\$1,560.00	\$0.00	\$1,560.00
Upfront Fleet	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	65	\$36,296.00	\$0.00	\$36,296.00
Upfront Fleet	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	65	\$197,496.00	\$0.00	\$197,496.00
Upfront Fleet	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	8	\$2,714.64	\$0.00	\$2,714.64
Upfront Fleet	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	8	\$0.00	\$0.00	\$0.00
Upfront Fleet	Fleet3ARe	Fleet 3 Advanced Renewal	73	\$1,242,825.00	\$0.00	\$1,242,825.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$133,327.85)	\$0.00	(\$133,327.85)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$47,563.79)	\$0.00	(\$47,563.79)
Total				\$1,300,000.00	\$0.00	\$1,300,000.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Existing FY 2025 Funds	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	111	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	23	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	3	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	14	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$275.33	\$0.00	\$275.33
Year 1 - Existing FY 2025 Funds	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$275.33	\$0.00	\$275.33
Year 1 - Existing FY 2025 Funds	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,004.35	\$0.00	\$1,004.35
Year 1 - Existing FY 2025 Funds	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$782.78	\$0.00	\$782.78
Year 1 - Existing FY 2025 Funds	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,274.95	\$0.00	\$6,274.95
Year 1 - Existing FY 2025 Funds	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	50294	AXON INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	73618	AXON COMMUNITY REQUEST	130	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$190.62	\$0.00	\$190.62
Year 1 - Existing FY 2025 Funds	80464	AXON BODY - TAP WARRANTY - CAMERA	134	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$0.00	\$0.00	\$0.00
Year 1 - Existing FY 2025 Funds	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$419.16	\$0.00	\$419.16
Year 1 - Existing FY 2025 Funds	BWCamTAP	Body Worn Camera TAP Bundle	10	\$4,011.22	\$0.00	\$4,011.22
Year 1 - Existing FY 2025 Funds	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	20	\$25,712.12	\$0.00	\$25,712.12
Year 1 - Existing FY 2025 Funds	H00001	AB4 Camera Bundle	23	\$4,089.74	\$0.00	\$4,089.74
Year 1 - Existing FY 2025 Funds	H00001	AB4 Camera Bundle	10	\$1,778.15	\$0.00	\$1,778.15
Year 1 - Existing FY 2025 Funds	H00002	AB4 Multi Bay Dock Bundle	3	\$972.48	\$0.00	\$972.48
Year 1 - Existing FY 2025 Funds	H00002	AB4 Multi Bay Dock Bundle	1	\$324.16	\$0.00	\$324.16
Year 1 - Existing FY 2025 Funds	M00031	BUNDLE - OFFICER SAFETY PLAN 10	130	\$176,215.63	\$0.00	\$176,215.63
Year 1 - Existing FY 2025 Funds	ProLicense	Pro License Bundle	5	\$2,892.70	\$0.00	\$2,892.70

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Existing FY 2025 Funds	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	130	\$18,389.85	\$0.00	\$18,389.85
Total				\$243,608.57	\$0.00	\$243,608.57

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	111	\$0.00	\$0.00	\$0.00
Year 2	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	23	\$0.00	\$0.00	\$0.00
Year 2	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	3	\$0.00	\$0.00	\$0.00
Year 2	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	14	\$0.00	\$0.00	\$0.00
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$279.17	\$0.00	\$279.17
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$279.17	\$0.00	\$279.17
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,018.36	\$0.00	\$1,018.36
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$793.71	\$0.00	\$793.71
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,362.53	\$0.00	\$6,362.53
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Year 2	50294	AXON INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$0.00	\$0.00	\$0.00
Year 2	73618	AXON COMMUNITY REQUEST	130	\$0.00	\$0.00	\$0.00
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$193.28	\$0.00	\$193.28
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	134	\$0.00	\$0.00	\$0.00
Year 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	\$0.00	\$0.00	\$0.00
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$0.00	\$0.00	\$0.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$425.02	\$0.00	\$425.02
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	10	\$4,067.20	\$0.00	\$4,067.20
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	20	\$26,071.00	\$0.00	\$26,071.00
Year 2	H00001	AB4 Camera Bundle	23	\$4,146.82	\$0.00	\$4,146.82
Year 2	H00001	AB4 Camera Bundle	10	\$1,802.96	\$0.00	\$1,802.96
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	\$328.68	\$0.00	\$328.68
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	\$986.05	\$0.00	\$986.05
Year 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	130	\$178,675.06	\$0.00	\$178,675.06
Year 2	ProLicense	Pro License Bundle	5	\$2,933.07	\$0.00	\$2,933.07
Year 2	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	130	\$18,646.53	\$0.00	\$18,646.53
Total				\$247,008.61	\$0.00	\$247,008.61

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	111	\$0.00	\$0.00	\$0.00
Year 3	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	23	\$0.00	\$0.00	\$0.00
Year 3	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	3	\$0.00	\$0.00	\$0.00
Year 3	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	14	\$0.00	\$0.00	\$0.00
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$279.17	\$0.00	\$279.17
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$279.17	\$0.00	\$279.17
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,018.36	\$0.00	\$1,018.36
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$793.71	\$0.00	\$793.71
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,362.53	\$0.00	\$6,362.53
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Year 3	50294	AXON INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$0.00	\$0.00	\$0.00
Year 3	73618	AXON COMMUNITY REQUEST	130	\$0.00	\$0.00	\$0.00
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$193.28	\$0.00	\$193.28
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	134	\$0.00	\$0.00	\$0.00

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	\$0.00	\$0.00	\$0.00
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$0.00	\$0.00	\$0.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$425.02	\$0.00	\$425.02
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	10	\$4,067.20	\$0.00	\$4,067.20
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	20	\$26,071.00	\$0.00	\$26,071.00
Year 3	H00001	AB4 Camera Bundle	10	\$1,802.96	\$0.00	\$1,802.96
Year 3	H00001	AB4 Camera Bundle	23	\$4,146.82	\$0.00	\$4,146.82
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	\$986.05	\$0.00	\$986.05
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	\$328.68	\$0.00	\$328.68
Year 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	130	\$178,675.05	\$0.00	\$178,675.05
Year 3	ProLicense	Pro License Bundle	5	\$2,933.07	\$0.00	\$2,933.07
Year 3	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	130	\$18,646.53	\$0.00	\$18,646.53
Total				\$247,008.60	\$0.00	\$247,008.60

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	23	\$0.00	\$0.00	\$0.00
Year 4	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	111	\$0.00	\$0.00	\$0.00
Year 4	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	14	\$0.00	\$0.00	\$0.00
Year 4	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	3	\$0.00	\$0.00	\$0.00
Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$279.17	\$0.00	\$279.17
Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$279.17	\$0.00	\$279.17
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,018.36	\$0.00	\$1,018.36
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$793.71	\$0.00	\$793.71
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,362.53	\$0.00	\$6,362.53
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Year 4	50294	AXON INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$0.00	\$0.00	\$0.00
Year 4	73618	AXON COMMUNITY REQUEST	130	\$0.00	\$0.00	\$0.00
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$193.28	\$0.00	\$193.28
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	134	\$0.00	\$0.00	\$0.00
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	\$0.00	\$0.00	\$0.00
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$0.00	\$0.00	\$0.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$425.02	\$0.00	\$425.02
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	10	\$4,067.20	\$0.00	\$4,067.20
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	20	\$26,071.00	\$0.00	\$26,071.00
Year 4	H00001	AB4 Camera Bundle	23	\$4,146.82	\$0.00	\$4,146.82
Year 4	H00001	AB4 Camera Bundle	10	\$1,802.96	\$0.00	\$1,802.96
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	\$328.68	\$0.00	\$328.68
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	\$986.05	\$0.00	\$986.05
Year 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	130	\$178,675.05	\$0.00	\$178,675.05
Year 4	ProLicense	Pro License Bundle	5	\$2,933.07	\$0.00	\$2,933.07
Year 4	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	130	\$18,646.53	\$0.00	\$18,646.53
Total				\$247,008.60	\$0.00	\$247,008.60

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	111	\$0.00	\$0.00	\$0.00
Year 5	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	23	\$0.00	\$0.00	\$0.00
Year 5	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	14	\$0.00	\$0.00	\$0.00
Year 5	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	3	\$0.00	\$0.00	\$0.00

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$279.17	\$0.00	\$279.17
Year 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3	\$279.17	\$0.00	\$279.17
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,018.36	\$0.00	\$1,018.36
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$793.71	\$0.00	\$793.71
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,362.53	\$0.00	\$6,362.53
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$0.00	\$0.00	\$0.00
Year 5	50294	AXON INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$0.00	\$0.00	\$0.00
Year 5	73618	AXON COMMUNITY REQUEST	130	\$0.00	\$0.00	\$0.00
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$193.28	\$0.00	\$193.28
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	134	\$0.00	\$0.00	\$0.00
Year 5	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	17	\$0.00	\$0.00	\$0.00
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$0.00	\$0.00	\$0.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$425.02	\$0.00	\$425.02
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	10	\$4,067.20	\$0.00	\$4,067.20
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	20	\$26,071.00	\$0.00	\$26,071.00
Year 5	H00001	AB4 Camera Bundle	10	\$1,802.96	\$0.00	\$1,802.96
Year 5	H00001	AB4 Camera Bundle	23	\$4,146.82	\$0.00	\$4,146.82
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	\$328.68	\$0.00	\$328.68
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	\$986.05	\$0.00	\$986.05
Year 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	130	\$178,675.05	\$0.00	\$178,675.05
Year 5	ProLicense	Pro License Bundle	5	\$2,933.07	\$0.00	\$2,933.07
Year 5	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	130	\$18,646.53	\$0.00	\$18,646.53
Total				\$247,008.60	\$0.00	\$247,008.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-316918, Q-351714, Q-392464, Q-398669, Q-406074, Q-540957, Q-562650, Q-598087, Q-660790

Agency is terminating those contracts effective 8/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$180,891.64

Any incentives on the quote are associated with the return of all the agencies TASER 7 handles, holsters and associated cartridges through their contracted programs

Signature

Date Signed

6/4/2025

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting

Meeting Date: Monday, June 9, 2025

Subject: Repeal of Ordinance 2020-1026

Department: Administration

In Budget Amount: Operating- _____ Capital- _____

Expenditure Line Item # _____

Not in Budget Amount: _____

Funding Source: Not Applicable.

Date needed: Immediately



Whitfield County Board of Commissioners
301 W. Crawford Street
Dalton, Georgia 30720
Phone: 706-275-7507
Fax: 706-275-7540

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

Whitfield County was awarded a grant of \$2.1M to renovate the south side of the Prater's Mill Site. The Prater's Mill Site is owned by Whitfield County with the Prater's Mill Foundation (Foundation) being a rent free, at will tenant. Over the last two years the County has engaged the Prater's Mill Foundation regarding renovation of the Site. Unfortunately the Foundation's position on the matter has shifted frequently delaying renovation of the Site funded by the \$2.1M grant. Recently the Foundation cited Ordinance 2020-1026 as legal authority for the Foundation possessing oversight and veto power over the County's planned renovations. Repealing the ordinance would eliminate the possibility of the Foundation pursuing injunctive relief stopping or delaying the County's planned renovations. It should be noted if the County is not able to complete the planned renovations by the end of 2026 it would likely have to return the \$2.1M to the grave detriment of taxpayers.

Suggested Motion:

Motion to repeal Ordinance 2020-1026.

Request Made By:

Robert J. Sivick, County Administrator

County Administrator's
Recommended Action:

Approve Motion to Repeal Ordinance
2020-1026.

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Agenda Item

- ☐ Work Session
☐ Special Called Meeting
☒ Regular Business Meeting

Meeting Date: Monday, June 9, 2025

Subject: Termination of Prater's Mill Lease

Department: Administration

In Budget Amount: Operating- _____ Capital- _____

Expenditure Line Item # _____

Not in Budget Amount: _____

Funding Source: Not Applicable

Date needed: _____



Whitfield County Board of Commissioners
301 W. Crawford Street
Dalton, Georgia 30720
Phone: 706-275-7507
Fax: 706-275-7540

History/Facts/Issues: This is your opportunity to explain the who, what, when, where, and why.

Whitfield County is the owner of the Prater's Mill Site with the Prater's Mill Foundation (Foundation) being a rent free, at will tenant. In recent years the relationship between the County and its tenant has deteriorated to the point demands and threats from the Foundation is imperiling the County's ability to complete renovations of the Site. Most importantly, this situation is creating substantial risk the County may have to return \$2.1M in grant funds if the Foundation is successful in stopping or even delaying planned renovations of the south side of the Prater's Mill Site. Given the terms of the lease, if terminated the Foundation will have over two years to vacate the premises affording it more than sufficient time to reexamine its relationship with the County with the hope it can repair that relationship to the benefit of the Foundation and County residents and taxpayers.

Suggested Motion:

Motion to terminate the lease Whitfield County has with the Prater's Mill Foundation.

Request Made By:

Robert J. Sivick, County Administrator

County Administrator's
Recommended Action:

Approve Motion to terminate the lease
Whitfield County has with the Foundation.

Clerk Use ONLY

Motion/Second:	Approved:	Date: