



## **WHITFIELD COUNTY BOARD OF COMMISSIONERS**

### **REGULAR BUSINESS MEETING**

**Monday, April 14<sup>th</sup>, 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. March 5, 2025 Special Called Meeting
  - b. March 10, 2025 Regular Business Meeting
- (7) Recognitions, Proclamations, and/or Awards
  - a. Gina Rogers – February 2025 Employee of the Month
  - b. Proclamation – Dalton Daisy and Brownie Troop 24005
  - c. National Public Safety Telecommunicator's Week April 13-19, 2025
  - d. Proclamation – Donate Life Month April 2025
- (8) 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 – February 2025 Financials

(9) Public Comment

### **First Readings**

### **New Business**

- (10) Appointment of Animal Shelter Director
- (11) Finance Department
  - a. Budget Amendment for Wells Fargo Elevators
  - b. Budget amendment for Tax Commissioner's Office – Cameras
  - c. 2024 Year End Budget Amendments
- (12) Public Works – Equipment/Vehicle Surplus
- (13) EMA – Radio Purchase for School Resource Officers
- (14) Information Technology – Panasonic Toughbooks for Sheriff's Office
- (15) Ratify – ARC READY Grant Award Agreement
- (16) UGA County Extension Contract

Continued.....

- (17) Parks & Recreation – Purchase of Utility Tractor
- (18) Appointment of 250<sup>th</sup> Celebration Committee
- (19) Sheriff's Office – Replacement Vehicle
- (20) Ratify – Domestic Violence Court VAWA Grant Award
- (21) Planning Commission Rezoning Recommendations
  - a. Riverstone Construction – Parcel No. 12-089-02-000
  - b. Greyson Renz – Parcel No. 11-095-08-000
  - c. Kayla Mathis – Parcel No. 12-017-03-000
  - d. Ryan Beavers Construction – Parcel No. 11-259-13-039
- (22) Rocky Face Ridge House Lease Agreement
- (23) Rocky Face Ridge Hay Contract
- (24) Public Comment for General or Future Matters
- (25) Adjournment

**\*\* POTENTIAL ADDITIONAL ITEMS**

**MINUTES FOR THE SPECIAL CALLED MEETING OF THE WHITFIELD COUNTY BOARD OF COMMISSIONERS HELD WEDNESDAY, MARCH 5<sup>TH</sup> 2025, AT 5:15 P.M. AT 201 S. HAMILTON ST., 5<sup>TH</sup> FLOOR, DALTON, GA, 30720**

**SPECIAL CALLED MEETING**

The Chairman called the meeting to order.

Invocation conducted and Pledge of allegiance to the Flag.

Roll call to determine quorum

**The following members were present:**

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

**Others Present:**

Robert Smalley, County Attorney  
Department Heads  
Press

**Motion was made by Commissioner Robbins and seconded by Commissioner Jones to approve the agenda as presented. The motion was approved 4-0, with Commissioners Jones, Thomas, Staten and Robbins in agreement.**

**Appointment of Deputy County Administrator:** Motion was made by Commissioner Jones and seconded by Commissioner Robbins to appoint Shannon Whitfield as Deputy County Administrator for Whitfield County. The motion was approved 4-0, with Commissioners Thomas, Robbins, Staten and Jones in agreement.

**ADJOURN:** Unanimous

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JEVIN JENSEN, CHAIRMAN  
WHITFIELD COUNTY BOARD OF COMMISSIONERS

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BLANCA CARDONA, COUNTY CLERK

DATE:    /    /

**MINUTES FOR THE REGULAR BUSINESS MEETING OF THE WHITFIELD COUNTY BOARD OF COMMISSIONERS HELD MONDAY, MARCH 10, 2025, AT 6:00 P.M. AT THE COURTHOUSE BOC MEETING ROOM LOCATED AT 205 N. SELVIDGE STREET**

**REGULAR BUSINESS MEETING**

The Chairman called the meeting to order.  
Invocation conducted and 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 Robbin and seconded by Commissioner Staten to amend the agenda to include the potential additional item, (1). Engineering – Equipment Surplus and to move item #25 to item #13. The amended agenda was approved 4-0, with Commissioners Jones, Thomas, Staten and Robbins in agreement.**

**Approval of Minutes:** Motion was made by Commissioner Robbins and seconded by Commissioner Jones to approve the February 10, 2025 Regular Business Meeting Minutes as presented. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas, and Robbins in agreement.

**Chairman Jensen recognized Andrew Kite as the Employee of the Month for January 2025.**

**Public Hearing:**

Chairman Jensen called for a Public Hearing to hear any comments or concerns the public may have regarding an alcohol license application for Reed Food Mart LLC d/b/a Reed Food Mart – 2500 Reed Road, Dalton GA

There were no comments or concerns voiced regarding the application. Chairman Jensen then closed the public hearing.

**Chairman's Report:** Chairman Jensen noted that the Fire Smoke Detector Program with Red Cross and Whitfield County Emergency Management and CERT volunteers checked 69 residents in the Cohutta area and installed 56 new smoke alarms. Jensen thanked Chick-Fil-A Dalton in the mall for donating lunch to team. Jensen also noted that on Sat. March 8 the Animal Shelter held its first ever Free Adoption Day and 11 local adoptions took place.

**Report from Commissioners:**

Commissioners Jones, Staten and Thomas did not have any updates to report for this month. Commissioner Robbins noted that construction is ongoing at the Dalton Whitfield Library. Deputy County Administrator Shannon Whitfield introduced himself to the audience.

**January 2025 Financial Statement:** Motion was made by Commissioner Staten and seconded by Commissioner Robbins to approve the January Financial Statement as presented by Chief Finance Officer Debbie Godfrey, Local Option Sales Tax (LOST) collections: January collections of \$1,245,318 were 6.31% less than budgeted collections of \$1,329,167. This was 12.95% less than December collections of \$1,430,528. YTD collections of \$1,245,318 were 1.33% more than PY collections of \$1,228,953 for the same time frame. TAVT collections: January collections of \$405,384 were 11.95% less than December collections of \$460,413. YTD collections of \$405,384 were 5.91% less than PY collections of \$430,830 for the same time frame. YTD actual revenues of \$4,191,848 were less than

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projected revenues of \$4,434,548 by \$242,700 or 5.47%. YTD actual expenditures of \$5,070,260 were more than projected expenditures of \$4,939,701 by \$130,560 or up by 2.64%. Actual January 31 ending fund balance = \$33,886,907. The motion was approved 4-0, with Commissioners Thomas, Jones, Staten and Robbins in agreement.

**Public Comment:**

Several citizens voiced their concerns about a proposed data center that will be located on Old Tilton Road.

**Alcohol Beverage License Application:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the alcohol beverage application for Reed Food Mart, LLC d/b/a Reed Food Mart located at 2500 Reed Road, Dalton, GA. The motion was approved 4-0, with Commissioners Robbins, Thomas, Staten and Jones in agreement.

**Whitfield County UZO Text Amendments:** Motion was made by Commissioner Jones and seconded by Commissioner Thomas to approve the text amendments of the Whitfield County Unified Zoning Ordinance, otherwise known as Appendix A of the Code of Ordinances of Whitfield County, Georgia. by amending Section 4-6-35 for additional requirements for Commercial Poultry Farming. The purpose of this amendment is to Delete the first sentence in Section 4-6-35 and replace with the following: Commercial poultry farming shall be allowed in unincorporated Whitfield County within the General Agriculture (GA) district, provided that no structures for housing said animals shall be located closer than two hundred (200) feet from any property line, with the following additional requirements:

- (a) All new commercial poultry housing structures shall be constructed on a lot or parcel of a minimum size of ten (10) contiguous acres;
- (b) An additional five (5) acres is required to be added to such lot or parcel for every commercial poultry housing structure constructed after the first two (2) such permitted structures;
- (c) Such use shall be limited to no more than eight (8) individual houses upon any approved lot or parcel regardless of the number of acres;
- (d) Existing operable commercial poultry houses which are not in compliance with this article may be replaced in accordance with Article X (Non-conforming Use/Structure) of the Unified Zoning Ordinance.

The motion was approved 3-1, with Commissioners Thomas, Jones and Robbins in agreement. Commissioner Staten voted against the amendment.

**Public Works – Truck Storage & Office Building Repair:** Motion was made by Commissioner Thomas and seconded by Commissioner Staten to approve up to \$90,000 to rebuild the public works storage buildings. While repairing the storm damage at public works, buildings and grounds determined the truck storage was damaged more than originally thought, having lots of rot in the existing structures that need rebuilt. Building and grounds already had the roof replacement to be done to the office building with that it would be better to go ahead with bathroom expansion at this time. All work will be done in house. Public works is requesting \$90,000.00 for all the repairs. \$27,000.00 will come from the 2020 SPLOST. \$63,000.00 will come from capital. The motion was approved 4-0, with Commissioners Staten, Thomas, Robbins and Jones in agreement.

**Public Works – Purchase of a RPM Application Trailer:** Motion was made by Commissioner Robbins and seconded by Commissioner Jones to approve the purchase of a RPM applicator Trailer for \$ 30,000. Public works is requesting approval for the purchase of a RPM applicator trailer from Trans Core, they are only distributor for the trailer and they have included a sole source letter with the quote. The trailer will come out or the 2020 SPLOST and will be part of our road marking fleet. With the

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trailer we will be able to strip and install RPM's on the roadways. The motion was approved 4-0, with Commissioners Staten, Thomas, Robbins and Jones in agreement.

**Public Works – Purchase of a HAMM HD120:** Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the purchase of a HAMM HG 120 break in roller for \$201,700. 2024 SPLOST Funds will be used for this purchase. It will be replacing the Sakia break in roller they are currently using. The Sakia went down for repairs multiple times last year during paving season causing public works to have to rent units multiple times. The motion was approved 4-0, with Commissioners Staten, Thomas, Robbins and Jones in agreement.

**Public Works – Purchase of 30” Planer:** Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the purchase of a 30” Planer for \$29,847.32. 2024 SPLOST Funds will be utilized for this purchase. The motion was approved 4-0, with Commissioners Staten, Thomas, Robbins and Jones in agreement.

**DA’s Office – VOCA Grant:** Motion as made by Commissioner Staten and seconded by Commissioner Robbins to approve the State of Georgia Prosecuting Attorney’s Council of Georgia Agreement for Funding Prosecution based on Victims of Crimes Act Program subgrant award. The District Attorney's Office is requesting approval of the MOA between the Prosecuting Attorney's Council and the County for the Federal Victims of Crime Act Assistance Grant (VOCA). The grant period is from October 1, 2024 through September 30, 2025 and the grant amount is \$125,130. This has been an annual recurring grant for many years. The motion was approve 4-0, with Commissioners Staten, Robbins, Thomas and Jones in agreement.

**Ratify – First Responder PTSD Program:** Motion was made by Commissioner Robbins and seconded by Commissioner Jones to ratify the First Responder PTSD Program. The governing authority of the County of Whitfield hereby authorizes the County to become a participant in the ACCG-IRMA Supplemental Medical, Accident, and Disability Fund known as the First Responder PTSD Program to provide coverage for those risks imposed upon the County by state law and for which the supplemental Medical, Accident, and Disability Fund has been established. The County's continuing participation in the ACCG-IRMA Fund(s) in which the County is currently enrolled. The motion was approved 4-0, with Commissioners Staten, Thomas, Jones and Robbins in agreement.

**Parks & Recreation – Miracle Field Playground Renovation:** Motion was made by Commissioner Staten and seconded by Commissioner Robbins to authorize up to \$125,000 for renovations to the Miracle Field Playground using 2020 SPLOST funds. The parks and recreation department requests to approve playground renovations for the Miracle Field. The funds will come from the 2020 SPLOST for no more than \$125,000. Awarded design will be chosen by the Miracle League, and all bidders worked on the same budget of \$125,000. Best design will be chosen. The motion was approved 4-0, with Commissioners Jones, Thomas, Staten and Robbins in agreement.

**Fire Department – Fire Apparatus Equipment Purchase:** Motion was made by Commissioner Staten and seconded by Commissioner Robbins to approve the purchases for four (4) new apparatus to meet NFPA requirements. The Fire Department advertised for 83 miscellaneous items through open bids a total of four (4) companies replied and met the department’s specifications. They were; Dinges 9 items for \$33,167.60, MES 17 items for \$64,593.56, NAFECO 4 items for \$9,589.68 and Ten-8 Fire 44 items for \$211,041.72. The total amount for the miscellaneous purchases is \$318,392.56. This purchase is being funded by the 2024 SPLOST. The motion was approved 4-0, with Commissioners Robbins, Staten, Thomas and Jones in agreement.

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**Ratify – Fire Department MOU w/GA Northwestern Technical College:** Motion was made by Commission Jones and seconded by Commissioner Staten to ratify the memorandum of understanding with GNTC (Georgia Northwestern Technical College) to form a partnership to promote quality education and development for potential employees. WCFD desires to enter into a Memorandum of Understanding (MOU) with Georgia Northwestern Technical College (GNTC). This partnership will promote quality education and development for employees and potential employees to gain college credit. WCFD will provide certified instructors to teach approved related classes. In return, GNTC will provide the space and equipment for the instruction. This partnership will help prepare our employees for State Medical Certification and allow the employee to gain credit hours for an Associates Degree. The motion was approve 4-0, with Commissioners Thomas, Staten, Jones and Robbins in agreement.

**Information Technology – Total Email Protection:** Motion was made by Commissioner Robbins and seconded by Commissioner Staten to approve the purchase of a Barracuda Total Email Protection from PCS (State Contact) for \$182,718.84 paid over three years for the amount of \$60,906.28 annually. Email is an essential part of daily County operations. We moved filtering, Archiving and Backup to the Barracuda Cloud several years ago. This three year agreement will increase our license count to cover all email users. Barracuda is the only company that offers a complete solution in one package. This agreement is paid annually for \$60,906.28 for three years, which keeps the cost from increasing over that time period. Barracuda Total Email Protection provides data protection, gateway security, automated remediation and user-awareness training that provide the industry's best layered defense for Office 365 and Microsoft Exchange against email attacks, fraud, account takeover and brand hijacking. The motion was approved 4-0, with Commissioners Robbins, Staten, Thomas and Jones in agreement.

**County Administration Offices Building Options:** Motion was made by Commissioner Jones and seconded by Commissioner Staten to retain experts to design and build a new County Administration building with four (4) floors on County owned property near the Courthouse. The Board of Commissioners has been reviewing options for last year for a permanent home for administrative staff. The staff is currently located in lease space at 201 S. Hamilton Street. Options include purchasing the current building, purchasing and renovating other buildings for sale in the downtown area, or building a new building on the campus of the County Courthouse. The motion was approved 4-1, with Commissioners Robbins, Staten, Jones and Thomas in agreement. Chairman Jensen voted against this item.

**Time Capsule Event:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to postpone this event. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

**City of Tunnel Hill Annexations:** Motion was made by Commissioner Staten and seconded by Commissioner Thomas for no land use classification objection to tax parcel numbers 12-001-01-022 & 12-001-01-017. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

**City of Dalton Annexation – parcel 12-179-02-065:** Motion was made by Commissioner Staten and seconded by Commissioner Thomas for no land use classification objection to tax parcel number 12-179-02-065. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

**City of Varnell Annexation – parcel 11-263-01-054:** Motion was made by Commissioner Staten and seconded by Commissioner Thomas for no land use classification objection to tax parcel number 11-263-01-054. The motion was approved 4-0, with Commissioners Thomas, Staten, Jones and Robbins in agreement.

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**Budget Amendment for Domestic Violence Court:** Motion was made by Commissioner Robbins and seconded by Commissioner Jones to approve a budget amendment in the amount of \$16,500 from Domestic Violence Court's fund balance. Superior Court and BOC administration are requesting BOC approval for a budget amendment to use \$16,500 of the Domestic Violence Court's fund balance to cover some of the costs of surveillance payroll and related office expenses in 2025, which are not being covered by the grant. Surveillance is critical to the program's effective operation and helps protect the victims of domestic violence, many of whom are women and children. The grant fund currently has about \$36,000 in reserve fund balance. The motion was approved 4-0, with Commissioners Staten, Jones, Robbins and Thomas in agreement.

**Georgia Opioid Crisis Abatement Trust Grant Contract:** Motion was made by Commissioner Thomas and seconded by Commissioner Jones to approve the contract and resolution for the Georgia Opioid Crisis Abatement Trust Grant for \$110,130. This grant will fund a new counselor position at the Conasauga Community Addiction Recovery Center. The motion was approved 4-0, with Commissioners Jones, Robbins, Thomas and Staten in agreement.

**Community Wildfire Defense Grant Application:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to apply for a grant up to \$250,000 for planning services to develop a Community Wildfire Protection Plan (CWPP). EMA and County Administration are seeking approval to apply for the Community Wildfire Defense Grant which is a competitive federal grant administered by the US Forest Service. No match is required. Completion of a CWPP would allow future applications for grant funding to implement projects contained in the CWPP which potentially might include projects like the purchase of equipment for right of way vegetation maintenance. The motion was approved 4-0, with Commissioners Jones, Robbins, Staten and Thomas in agreement.

**Rezoning Recommendation:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the **request of Valerie Silva to rezone from Low-Density Single Family Residential (R-2) to Rural Residential (R-5) a tract of land totaling 1.59 acres located on Lafayette Road, Rocky Face, Georgia. Parcel 27-196-13-000.** The motion was approved 4-0, with Commissioners Jones, Staten, Thomas and Robbins in agreement.

**Rezoning Recommendation:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the **request of Brittney Cronan to rezone from Rural Residential (R-5) to Suburban Agriculture (SA) a tract of land totaling 16.97 acres located at 400 Richardson Road NE, Dalton, Georgia. Parcel (09-143-05-000).** The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

**Rezoning Recommendation:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the **request of Soloman Douhne to rezone from Rural Residential (R-5) to General Commercial (C-2) a tract of land totaling 1.55 acres located at 1293 Dawnville Road, Dalton Georgia. Parcel (09-073-08-000).** The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

**Rezoning Recommendation:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the **request of Rhonda Tucker and Emily Tanner to rezone from Rural Residential (R-5) to Suburban Agriculture (SA) a tract of land totaling 12.03 acres located on Donna Lynn Drive,**

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**Dalton, Georgia. Parcel (12-357-03-000).** The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

**Rezoning Recommendation:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the request of Crow Road Holdings to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 9.88 acres located on Tunnel Hill Varnell Road, Tunnel Hill, Georgia. Parcel (11-261-06-000). The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

**Rezoning Recommendation:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the request of Macey Strong to rezone from General Agriculture (GA) to Rural Residential (R-5) a tract of land totaling 2.14 acres located at 174 Ben Putnam Road, Resaca, Georgia. Parcel (13-189-34-000). The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

**Rezoning Recommendation:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the request of Core Scientific to rezone from General Agriculture (GA) and Rural Residential (R-5) to Heavy Manufacturing (M-2) a tract of land totaling 173.3 acres located on Old Tilton Road, Dalton, Georgia. Parcels (13-060-01-000 and 13-060-04-000). Condition for consideration: Require access to Enterprise Drive to accommodate any heavy commercial traffic in order to reduce the potential impact on Old Tilton Road. The motion was approved 3-2, with Chairman Jensen and Commissioners Staten and Jones in agreement. Commissioners Thomas and Robbins voted against this item.

**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 Ivan Rangel to rezone from Rural Residential (R-5) to General Agriculture (GA) a tract of land totaling 5.01 acres located at 1191 Franklin Hill Road, Rocky Face, Georgia. Parcel (13-035-38-000). The motion was approved 4-0, with Commissioners Staten, Thomas, Jones and Robbins in agreement.

**Tunnel Hill Historic Site – Apartment Lease:** Motion was made by Commissioner Thomas and seconded by Commissioner Jones to approve leasing the apartment at the Tunnel Hill Historic Site with the City of Tunnel Hill. The County owns the Clisby Austin House at the Tunnel Hill Historic Site and the lease will include a termination clause. The City of Tunnel Hill will house Jesse Bond in the building. The County would benefit by having someone residing on the site after hours, which would discourage undesirable and illegal activity. Additionally, having the officer maintain the lawn would eliminate the need for the County Public Works Department to do so. The motion was approved 4-0, with Commissioners Staten, Thomas, Jones and Robbins in agreement.

**BOC Administration – Ratify Vehicle Purchase:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to ratify the purchase of an F-150 Truck from Ford of Dalton for the state contract price of \$55,950.00. This vehicle will be for the new Deputy County Administrator to be used in day to day operations. The motion was approved 4-0, Commissioners Staten, Jones, Thomas and Robbins in agreement.

**Support of Georgia Senate Bill 235:** Motion was made by Commissioner Jones and seconded by Commissioner Staten to support SB-235 legislation for the November ballot initiative. Our local

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delegation dropped Senate Bill 235 in the current legislation session in Atlanta. It calls for a November 2025 county-wide ballot initiative vote to approve a floating homestead exemption for schools. Property assessment increases would be capped similar to HB581 but without the opt-out option. The motion was approved 4-0, with Commissioners Robbins, Staten, Thomas and Jones in agreement.

**Engineering – Equipment Surplus:** Motion was made by Commissioner Staten and seconded by Commissioner Jones to declare surplus and auction on Gov.Deals an HP Designjet HD Pro MFP Printer which has been owned and used by the Engineering Department. The initial cost of the plotter was 18,558.75. This plotter is not fully functional to the needs of the Engineering Department and is no longer needed as an updated plotter has been purchased and installed. The motion was approved 4-0, with Commissioners Robbins, Staten, Jones and Thomas in agreement.

**PUBLIC COMMENT:**

Mike Key asked about the procedures for rezoning applications.

William Morgan asked for more regulations on chicken farms.

Nick Conner addressed the Board about an issue he has on his property.

**ADJOURN** Unanimous

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JEVIN JENSEN, CHAIRMAN  
WHITFIELD COUNTY BOARD OF COMMISSIONERS

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BLANCA CARDONA, COUNTY CLERK

DATE:    /    /

# *Employee Of The Month*

**February 2025**

*This certificate is awarded to*

***Gina Rogers***

*Celebrating a month of excellence!*

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

**WHITFIELD COUNTY**

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COUNTY ADMINISTRATOR

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Date

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CHAIRMAN

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Date



# ***PROCLAMATION***

## **RECOGNIZING DALTON DAISY AND BROWNIE TROOP 24005 FOR OUTSTANDING ACHIEVEMENT IN GIRL SCOUT COOKIE SALES AND COMMUNITY SERVICE**

**WHEREAS**, Dalton Daisy and Brownie Troop 24005 have demonstrated remarkable dedication and teamwork, selling an extraordinary **6,322 boxes** of Girl Scout cookies—an average of **451 boxes per girl**—making them the **top-selling troop in all of Whitfield County**, reaching buyers in **24 states**; and

**WHEREAS**, these young leaders understand that their efforts extend beyond cookie sales, embracing the true spirit of Girl Scouts by using their funds to make a meaningful impact on the community; and

**WHEREAS**, recognizing the needs of food-insecure families in Whitfield County, the troop **voted to allocate a significant portion of their earnings** to provide **Easter meal boxes** for those in need, demonstrating compassion, generosity, and a commitment to service; and

**WHEREAS**, through their participation in the Girl Scout Cookie Program, the girls developed valuable life skills, including entrepreneurship, financial literacy, teamwork, and gratitude by writing thank-you notes to their supporters; and

**WHEREAS**, Dalton Daisy and Brownie Troop 24005 serve as an **inspiration to our community**, showing that **Girl Scout cookies are about more than just cookies—they are a means to empower young women, build future leaders, and give back to others**;

**NOW, THEREFORE, BE IT RESOLVED**, that the **Whitfield County Board of Commissioners** does hereby recognize and commend

### **Dalton Daisy and Brownie Troop 24005**

for their outstanding achievements and selfless contributions to Whitfield County and extends its gratitude for their dedication to making a difference in the lives of others.

**SIGNED** this **14<sup>th</sup>**, day of **April, 2025**.

\_\_\_\_\_  
Jevin Jensen, Chairman

Attest:

\_\_\_\_\_  
Blanca Cardona, County Clerk



# **PROCLAMATION**

**National Public-Safety Telecommunicators Week**  
**April 13 – 19, 2025**

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*Whereas*, emergencies can occur at anytime that require police, fire or emergency medical services; and

*Whereas*, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

*Whereas*, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Whitfield County Enhanced 911 Center; and

*Whereas*, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

*Whereas*, Public Safety Dispatchers are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

*Whereas*, Public Safety Dispatchers of the Whitfield County Enhanced 911 Center have contributed substantially to the apprehension of criminals, suppression of fires an treatment of patients; and

*Whereas*, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

*Therefore, Be It Resolved*, that the Whitfield County Board of Commissioners declares the week of April 13<sup>th</sup> – 19<sup>th</sup>, 2025 to be:

## **“National Telecommunicators Week”**

in Whitfield County, in honor of the men and women whose diligence and professionalism keep our County and citizens safe.

Signed this 14<sup>th</sup>, day of April, 2025.

\_\_\_\_\_  
Jevin Jensen, Chairman

Attest:

\_\_\_\_\_  
Blanca Cardona, County Clerk



# PROCLAMATION

## NATIONAL DONATE LIFE MONTH – APRIL 2025

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**WHEREAS**, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

**WHEREAS**, more than 100,000 men, women, and children await lifesaving or life-enhancing organ transplants, of which nearly 3,000 reside in Georgia; and

**WHEREAS**, more than 2.5 million people throughout the country and in Georgia benefit annually from tissue transplantation thanks to thousands of tissue donors; and

**WHEREAS**, the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 8 minutes; and

**WHEREAS**, the critical donor shortage remains a public health crisis as an average of 16 people die daily due to the lack of available organs; and

**WHEREAS**, nearly than 3.8 million Georgians have already registered their decision to give the Gift of Life at [www.donatelifegeorgia.org](http://www.donatelifegeorgia.org); and

**WHEREAS**, LifeLink® of Georgia is the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Georgia, with a vision to honor donors and save lives through organ and tissue donation.

**NOW, THEREFORE BE IT PROCLAIMED** by the Whitfield County Board of Commissioners that it recognizes April 2025 as “**DONATE LIFE MONTH**” within Whitfield County. Whitfield County honors all those who have made the decision to give the gift of life, while focusing attention on the extreme need for organ, eye and tissue donation, and encouraging all residents to take action and sign up on Georgia’s Donor Registry. Further, Whitfield County encourages all citizens to discuss the miracle of transplantation as a family, and to make a family commitment to organ, eye, and tissue donation.

**PASSED** and adopted this 14<sup>th</sup> day of April, 2025.

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Jevin Jensen, Chairman

ATTEST:

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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: April 14, 2025  
Subject: February 2025 Financial Statements - Unaudited  
Department: Finance  
In Budget Amount: Operating- \_\_\_\_\_ Capital- \_\_\_\_\_  
Expenditure Line Item # \_\_\_\_\_  
Not in Budget Amount: \_\_\_\_\_  
Funding Source: \_\_\_\_\_  
Date needed: April 14, 2025

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

**Local Option Sales Tax (LOST) collections:**

- > February collections of \$1,272,807 were 4.24% less than budgeted collections of \$1,329,167.
- > This was 2.21% more than January collections of \$1,245,318.
- > YTD collections of \$2,518,125 were 3.59% more than PY collections of \$2,430,851 for the same time frame.

**\*TAVT collections:**

- > February collections of \$390,481 were 3.68% less than January collections of \$405,384.
- > YTD collections of \$795,865 were 9.02% less than PY collections of \$874,762 for the same time frame.

\*YTD actual revenues of \$6,908,157 were less than projected revenues of \$7,375,911 by \$467,754 or 6.34%.

\*YTD actual expenditures of \$9,971,321 were more than projected expenditures of \$9,795,838 by \$175,483 or up by 1.79%.

Actual February 28 ending fund balance = \$31,702,155

**Suggested Motion:**

Approve the February 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 February 28, 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
<b>REVENUES</b>					
Accrued Taxes	\$ 47,751,000	\$ 4,017,895	\$ 3,669,837	\$ (348,058)	\$ 3,625,780
Licenses and Permits	959,300	240,717	169,993	(70,723)	189,784
Intergovernmental Revenue	4,451,727	1,305,328	1,305,328	(0)	1,406,293
Charges for Services	4,453,850	1,037,375	979,559	(57,816)	453,585
Fines and Forfeitures	1,002,000	167,000	146,605	(20,395)	175,103
Investment Income	1,000,000	166,667	140,412	(26,255)	270,304
Contributions - Private Sources	10,000	150,350	150,350	-	30,960
Miscellaneous	1,832,660	259,640	315,133	55,493	236,787
Other Financing Sources	854,000	30,940	30,940	-	334,330
	<u>62,314,537</u>	<u>7,375,911</u>	<u>6,908,157</u>	<u>(467,754)</u>	<u>6,722,926</u>
<b>EXPENDITURES</b>					
General Government	\$ 12,342,934	\$ 1,953,613	\$ 1,936,157	\$ 17,456	\$ 1,918,144
Judicial	8,222,196	1,258,076	1,160,940	\$ 97,136	1,234,729
Public Safety	24,744,462	3,916,623	3,828,645	\$ 87,977	3,741,148
Public Works	8,672,800	1,156,376	1,317,541	\$ (161,165)	836,492
Health and Welfare	1,035,103	214,409	164,684	\$ 49,725	181,562
Culture and Recreation	2,984,982	481,078	451,335	\$ 29,743	478,920
Housing and Development	3,418,890	542,813	839,170	\$ (296,357)	343,279
Debt Service	-	-	-	-	-
Other Financing Uses	1,637,093	272,850	272,849	-	267,549
	<u>63,058,460</u>	<u>9,795,838</u>	<u>9,971,321</u>	<u>(175,485)</u>	<u>9,001,823</u>
EXCESS OF REVENUES OVER EXPENDITURES	\$ (743,923)	\$ (2,419,927)	\$ (3,063,164)	\$ (643,239)	\$ (2,278,897)
UNASSIGNED FUND BALANCE, BEGINNING AS PREVIOUSLY REPORTED	<u>34,765,319</u>	<u>34,765,319</u>	<u>34,765,319</u>	<u>34,021,396</u>	<u>32,824,930</u>
RESIDUAL EQUITY AND OTHER TRANSFERS IN	-	-	-	-	-
UNASSIGNED FUND BALANCE, YEAR TO DATE		<u>\$ 32,345,392</u>	<u>\$ 31,702,155</u>		<u>\$ 30,546,033</u>
UNASSIGNED FUND BALANCE, END OF YEAR	<u>\$ 34,021,396</u>			<u>\$ 33,378,157</u>	<u>\$ 34,765,319</u>
Days of Reserve	197		184	193	268

Whitfield County, GA  
General Fund Revenue Variance Explanation - Unaudited  
Year to Date as of February 28, 2025

<u>Revenue Category</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Explanation</u>
<b><u>Taxes</u></b>		
	(185,802)	Property taxes - TAVT
	(140,209)	LOST collections
	(7,684)	Real estate transfer taxes
	(14,183)	Alcoholic beverage taxes
	<u>(180)</u>	Net of all others
	<b>(348,058)</b>	<b>Taxes Total</b>
<b><u>Licenses</u></b>		
	(17,650)	Alcoholic beverage licenses
	(54,235)	Building Permits
	<u>1,162</u>	Net of all others
	<b>(70,723)</b>	<b>Licenses Total</b>
<b><u>Intergovernmental</u></b>		
	-	Federal, US Treasury PILOT pymts (to be received in early 2024)
	<u>-</u>	Net of all others
	-	<b>Intergovernmental Total</b>
<b><u>Charges for Services</u></b>		
	(9,495)	Recording Fees
	(8,252)	State of GA - Inmate Housing
	(8,457)	City of Dalton - Inmate Housing
	(8,625)	City of Dalton (Stormwater & other)
	(6,089)	Jail Construction - Staffing
	(24,149)	Recreation activity fees
	(15,332)	Other
	<u>22,583</u>	Net of all others
	<b>(57,816)</b>	<b>Charges for Services Total</b>
<b><u>Fines and Forfeitures</u></b>		
	13,631	Clerk of Court
	(4,202)	Magistrate Court
	(29,434)	Probate Court
	<u>(390)</u>	Juvenile Court
	<b>(20,395)</b>	<b>Fines and Forfeitures Total</b>
<b><u>Investment Income</u></b>		
	<u>(26,255)</u>	Investment income
	<b>(26,255)</b>	<b>Investment Income Total</b>
<b><u>Contributions</u></b>		
	<u>-</u>	Contributions
	-	<b>Contributions total</b>
<b><u>Miscellaneous</u></b>		
	<u>55,493</u>	Timing of billings and collections
	<b>55,493</b>	<b>Miscellaneous Total</b>
<b><u>Other</u></b>		
	<u>-</u>	Op Transfers In - Other
	-	<b>Other Total</b>
	<b><u>(467,754)</u></b>	<b>Total Favorable (Unfavorable) Variance</b>

\* 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 February 28, 2025**

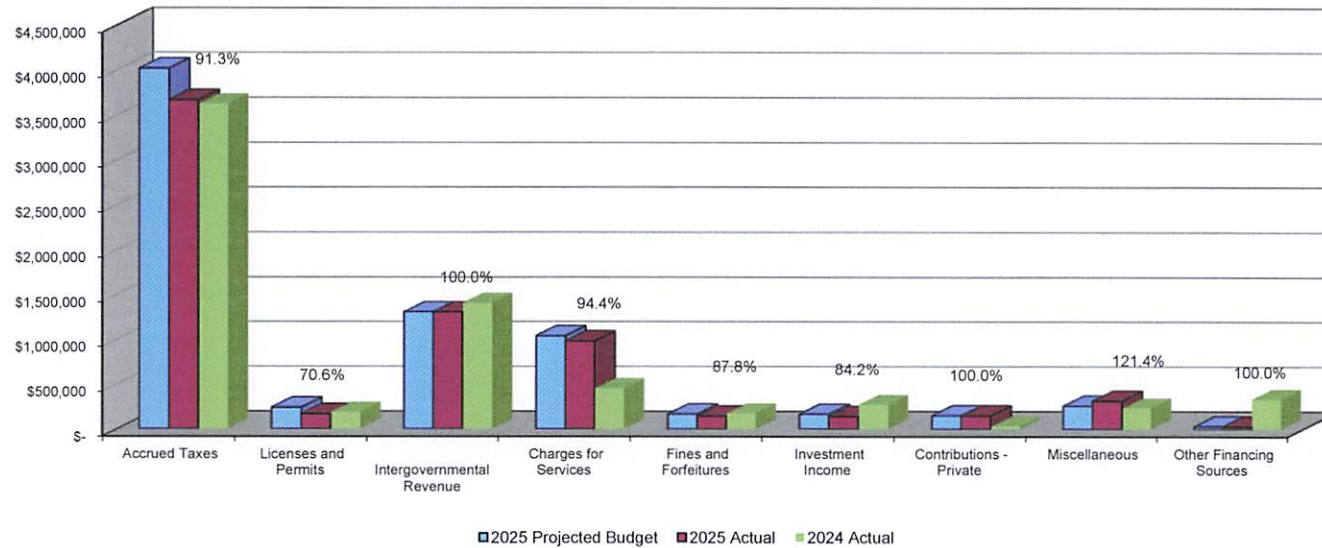
<b>Expenditure Function</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Explanation</b>
<b><u>General Government</u></b>		
BOC	(25,814)	PR Firm for Tax Assessor's office, Invoices for architects (not budgeted)
Bd. of Elections	(14,330)	Encumbered Dominion Voting Systems
IT	(42,593)	Cisco Voice Hardware Encumbered, Ninja Adv Pro & Bitdefender Paid in Jan.
HR	(21,221)	Kronos annual renewal paid in Jan.
Tax Commissioner	(29,653)	Manatron annual support paid in Jan., Prepaid postage (\$20K)
Others	<u>151,069</u>	No individual dept. with a greater than 5% budget variance.
		<b>17,458 General Government Total</b>
<b><u>Judicial</u></b>		
Court Admin	(72,901)	Translator (encumbered for full yr.)
DA	(79,317)	Encumbered SPCR contract for full yr.
Magistrate Court	(11,760)	Tyler Tech. software Encumbered for full yr.
Juvenile Court	(94,193)	Indigent Def Contract & Guardians Ad Litem are encumbered for full yr.
Others	<u>355,305</u>	No individual dept. with a greater than 5% budget variance.
		<b>97,134 Judicial Total</b>
<b><u>Public Safety</u></b>		
Correctional Center	(118,793)	6 mo. Contract Svc. Meals encumbered
EMS	(208,333)	Entire year is encumbered.
Emerg. Management	(128,230)	Motorola Service Renewal (annual)
Others	<u>543,334</u>	No individual dept. with a greater than 5% budget variance.
		<b>87,978 Public Safety Total</b>
<b><u>Public Works</u></b>		
	<u>(161,165)</u>	
		<b>(161,165) Public Works Total</b>
<b><u>Health &amp; Welfare</u></b>		
Fam Supp Council / G'house Advocacy	(16,500)	Greenhouse pmts encumbered for full yr.
Family & Children Services	(66,667)	Pmts encumbered for full yr.
Health Department	(208,333)	Pmts encumbered for full yr.
Others	<u>341,225</u>	No individual dept. with a greater than 5% budget variance.
		<b>49,725 Health &amp; Welfare Total</b>
<b><u>Culture &amp; Recreation</u></b>		
Library	(528,333)	Pmts encumbered for full yr.
Others	<u>558,077</u>	No individual dept. with a greater than 5% budget variance.
		<b>29,744 Culture &amp; Recreation Total</b>
<b><u>Housing &amp; Development</u></b>		
Dalton/Whitfield CDC	(66,667)	Pmts encumbered for full yr.
County Planner	(40,000)	Pmts encumbered for full yr.
MPO	(177,566)	Consultant Fees encumbered for full yr.
Community Development	(10,026)	
Believe Greater Dalton/Thrive	(57,500)	Pmts encumbered for full yr.
NW GA Trade & Conv Center Authority	(382,685)	Pmts encumbered for full yr.
Others	<u>438,086</u>	No individual dept. with a greater than 5% budget variance.
		<b>(296,358) Housing &amp; Development Total</b>
<b><u>Debt Service</u></b>		
	<u>-</u>	
		<b>- Debt Service Total</b>
<b><u>Other Uses</u></b>		
	<u>-</u>	
		<b>- Other Uses Total</b>
		<b><u>(175,485) Total Favorable (Unfavorable) Variance</u></b>

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 February 28, 2025  
With Comparative Totals for 2024

	2025						2024	
	Amended Budget	Current Month	Year to Date Projected	Year to Date Actual	Variance Favorable (Unfavorable)	Percentage Collected	Current Month	Year to Date Actual
<b>TAXES</b>								
Property taxes - M&O	\$ 24,526,942		\$ -		\$ -	0.00%		
Property tax-M&O Delinquent	80,236	30,397	80,236	80,236	-	100.00%	20,898	34,730
Property tax-Title Ad Valorem Tax	5,890,000	390,481	981,667	795,865	(185,802)	13.51%	443,932	874,762
Property taxes - Other (Timber, Vehicle, Misc)	152,565	98,433	152,565	152,565	-	100.00%	72,689	152,833
Real Estate transfer taxes	135,000	7,081	22,500	14,636	(7,864)	10.84%	7,063	16,998
Franchise taxes	426,000		-		-	0.00%		
Local Option Sales Taxes	15,950,000	1,272,807	2,658,333	2,518,125	(140,209)	15.79%	1,201,898	2,430,851
Alcoholic beverage taxes	404,000	26,473	67,333	53,150	(14,183)	13.16%	28,597	57,106
Insurance premium taxes	-		-		-	N/A		
Financial institutional licenses	146,000	15,004	15,004	15,004	(0)	10.28%	21,313	21,313
Penalties, Interest, Fees - Tax Collection	40,257	19,852	40,257	40,257	-	100.00%	21,280	37,186
<b>Total - Taxes</b>	<b>47,751,000</b>	<b>1,860,528</b>	<b>4,017,895</b>	<b>3,669,837</b>	<b>(348,058)</b>	<b>7.69%</b>	<b>1,817,670</b>	<b>3,625,780</b>
<b>LICENSES AND PERMITS</b>								
Alcoholic beverage licenses	97,000	750	97,000	79,350	(17,650)	81.80%		89,975
Zoning/Planning	55,000	7,460	9,167	8,870	(297)	16.13%	8,834	12,081
Land Disturbing Permit	6,000	1,185	1,000	1,600	600	26.67%	294	347
Raffle, Solicitation, Pawn Shop & Recycler Permits	1,300		217	1,075	858	82.69%		1,075
Building Permits	800,000	52,166	133,333	79,098	(54,235)	9.89%	62,499	86,305
<b>Total - Licenses and permits</b>	<b>959,300</b>	<b>61,661</b>	<b>240,717</b>	<b>169,993</b>	<b>(70,723)</b>	<b>17.72%</b>	<b>71,627</b>	<b>189,784</b>
<b>INTERGOVERNMENTAL REVENUE</b>								
Federal/State MPO	524,008		-		-	0.00%		
Federal - Indirect (CJCC & Other)	404,371	30,780	30,780	30,780	-	7.61%		
Federal - Indirect (SCAAP)	-		-		-	N/A		
U.S. Treasury (Payment in lieu of property taxes)	528,000		-		-	0.00%		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	2,500	2,500	2,500	-	0.15%	9,500	12,000
<b>Total - Intergovernmental Revenue</b>	<b>4,451,727</b>	<b>33,280</b>	<b>1,305,328</b>	<b>1,305,328</b>	<b>(0)</b>	<b>29.32%</b>	<b>9,500</b>	<b>1,406,293</b>
<b>CHARGES FOR SERVICES</b>								
Clerk of Court	103,000	8,855	17,167	19,247	2,080	18.69%	16,148	23,920
Probate Court	205,000	16,974	34,167	45,710	11,543	22.30%	15,762	29,089
Magistrate Court	220,000	17,573	36,667	43,203	6,537	19.64%	16,536	37,269
Bond Administration	50,000	3,480	8,333	8,820	487	17.64%	4,200	8,700
Recording Fees	295,700	19,339	49,283	39,789	(9,495)	13.46%	18,795	41,043
Motor Vehicle Tag Collection Fees	275,000	24,149	45,833	48,896	3,063	17.78%	25,953	48,603
Board of Elections and Registrar	10,600		-		-	0.00%		
Commission on Tax Collections	1,900,000	52,337	631,911	631,911	-	33.26%	51,674	103,104
Sheriff - Fingerprinting Fees	1,500	620	250	715	465	47.67%	119	190
City of Dalton	95,500	7,292	15,917	7,292	(8,625)	7.64%	1,100	1,100
City of Dalton - Inmate Housing	110,000		18,333	9,877	(8,457)	8.98%	11,072	20,243
State of Georgia - Inmate Housing	55,000	765	9,167	915	(8,252)	1.66%	1,215	1,515
City of T. Hill, Varnell, & Cohutta - Inmate Housing	34,000	3,262	5,667	4,923	(744)	14.48%	986	1,560
Federal - Inmate Housing	-		-		-	N/A		
Jail Construction - Staffing	165,000	14,621	27,500	21,411	(6,089)	12.98%	21,553	29,890
Public Works - Driveways/Jobs	150,000	2,539	6,589	6,589	-	4.39%	31,898	37,748
State D.O.T.	-		-		-	N/A		
Animal Control	12,000	465	2,000	1,305	(695)	10.88%		195
Clerk of Superior Court	8,500	607	1,417	1,263	(154)	14.86%	738	1,425
Recreation Activity Fees	450,000	30,931	75,000	50,851	(24,149)	11.30%	6,880	14,280
Other	313,050	18,965	52,175	36,843	(15,332)	11.77%	34,304	53,711
<b>Total - Charges for services</b>	<b>4,453,850</b>	<b>222,574</b>	<b>1,037,375</b>	<b>979,559</b>	<b>(57,816)</b>	<b>21.99%</b>	<b>258,931</b>	<b>453,585</b>
<b>FINES AND FORFEITURES</b>								
Clerk of Superior Court	335,000	36,884	55,833	69,465	13,631	20.74%	27,843	61,171
Magistrate Court	60,000	2,486	10,000	5,798	(4,202)	9.66%	4,556	9,854
Probate Court	590,000	28,364	98,333	68,899	(29,434)	11.68%	49,099	101,146
Juvenile Court	17,000	1,129	2,833	2,443	(390)	14.37%	1,660	2,933
<b>Total - Fines and forfeitures</b>	<b>1,002,000</b>	<b>68,862</b>	<b>167,000</b>	<b>146,605</b>	<b>(20,395)</b>	<b>14.63%</b>	<b>83,159</b>	<b>175,103</b>
<b>INVESTMENT INCOME</b>								
Interest	1,000,000	78,561	166,667	140,412	(26,255)	14.04%	122,423	270,304
<b>Total - Investment income</b>	<b>1,000,000</b>	<b>78,561</b>	<b>166,667</b>	<b>140,412</b>	<b>(26,255)</b>	<b>14.04%</b>	<b>122,423</b>	<b>270,304</b>
<b>CONTRIBUTIONS - PRIVATE SOURCES</b>								
Contributions - Private	10,000	150,000	150,350	150,350	-	1503.50%	30,850	30,960
<b>Total - Contributions - Private Sources</b>	<b>10,000</b>	<b>150,000</b>	<b>150,350</b>	<b>150,350</b>	<b>-</b>	<b>1503.50%</b>	<b>30,850</b>	<b>30,960</b>
<b>MISCELLANEOUS REVENUE</b>								
Contributions - Friends of Greenhouse	-		-		-	N/A		
Rent U.S. Government	5,460	455	910	455	(455)	8.33%		455
W.C. Board of Education	665,000		50,679	50,679	-	7.62%	112,807	112,807
Murray County Board of Comm.	568,000	35,714	107,851	107,851	-	18.99%	41,953	43,560
State of Georgia - Other	143,000	25,000	25,000	25,000	-	17.48%		
Other Not Classified	451,200	30,883	75,200	131,148	55,948	29.07%	44,349	79,966
<b>Total - Miscellaneous Revenue</b>	<b>1,832,660</b>	<b>92,052</b>	<b>259,640</b>	<b>316,133</b>	<b>65,493</b>	<b>17.20%</b>	<b>199,108</b>	<b>236,787</b>
<b>OTHER FINANCING SOURCES</b>								
Sale of General Fixed Assets	300,000	2,390	5,940	5,940	-	1.98%	20,499	34,330
Operating Transfer In	554,000	12,500	25,000	25,000	-	4.51%	150,000	300,000
<b>Total - Other Financing Sources</b>	<b>854,000</b>	<b>14,890</b>	<b>30,940</b>	<b>30,940</b>	<b>-</b>	<b>3.62%</b>	<b>170,499</b>	<b>334,330</b>
<b>TOTAL REVENUES</b>	<b>\$ 62,314,637</b>	<b>\$ 2,582,308</b>	<b>\$ 7,375,911</b>	<b>\$ 6,808,157</b>	<b>\$ (467,754)</b>	<b>11.09%</b>	<b>\$ 2,763,767</b>	<b>\$ 6,722,926</b>

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



	2025 Projected Budget	2025 Actual	%	2024 Actual
Accrued Taxes	\$ 4,017,895	\$ 3,669,837	91.3%	\$ 3,625,780
Licenses and Permits	240,717	169,993	70.6%	189,784
Intergovernmental Revenue	1,305,328	1,305,328	100.0%	1,406,293
Charges for Services	1,037,375	979,559	94.4%	453,585
Fines and Forfeitures	167,000	146,605	87.8%	175,103
Investment Income	166,667	140,412	84.2%	270,304
Contributions - Private	150,350	150,350	100.0%	30,960
Miscellaneous	259,640	315,133	121.4%	236,787
Other Financing Sources	30,940	30,940	100.0%	334,330
	\$ 7,375,911	\$ 6,908,157	93.7%	\$ 6,722,926

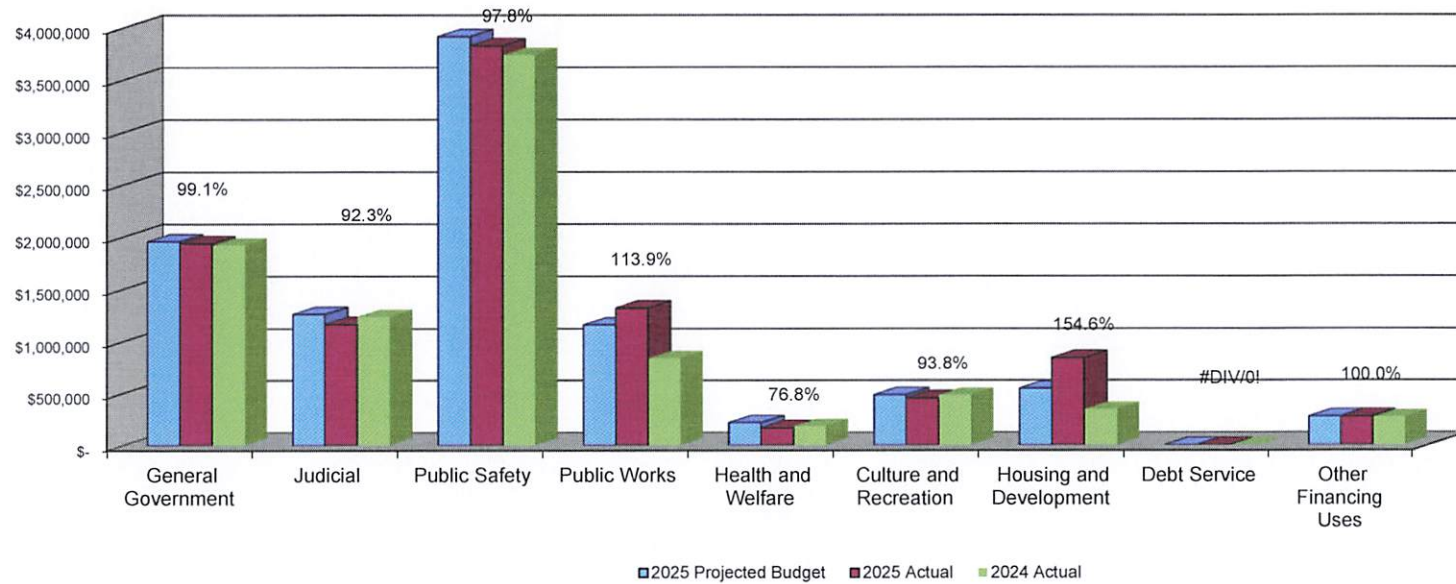
Whitfield County, Georgia  
General Fund Schedule of Expenditures by Department - Unaudited  
Year to Date Totals as of February 28, 2025  
With Comparative Totals for 2024

		2025							2024	
		Amended 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	\$ 100,848	\$ 153,083	\$ 166,935	\$ 11,962	\$ 770,685	18.84%	\$ 67,485	\$ 285,120
400	Board of Elections and Registrar	621,154	31,267	\$ 98,013	\$ 64,793	47,550	508,811	18.09%	46,500	131,752
510	Finance & Accounting	795,313	54,614	\$ 123,465	\$ 105,300	1,555	688,457	13.44%	54,860	115,925
520	General Administration (Contingency)	-	-	-	-	-	-	N/A	-	-
530	Law	180,000	28,999	\$ 30,000	\$ 35,122	-	144,878	19.51%	12,043	9,506
535	Information Technologies	1,260,287	93,836	\$ 201,929	\$ 196,765	47,758	1,015,765	19.40%	74,505	142,194
540	Human Resources	570,414	29,300	\$ 90,479	\$ 101,107	10,594	458,714	19.58%	42,367	77,766
545	Tax Commissioner	2,167,218	152,045	\$ 343,051	\$ 365,375	7,328	1,794,515	17.20%	153,689	382,242
550	Tax Assessor	2,259,047	190,203	\$ 356,803	\$ 321,062	545	1,937,440	14.24%	163,039	311,129
551	Board of Equalization	25,120	3,062	\$ 3,988	\$ 3,410	-	21,710	13.58%	415	4,238
555	Risk Management	839,244	64,800	139,874	\$ 129,600	-	709,644	15.44%	70,572	131,254
560	Audit	88,000	(998)	(1,996)	\$ (1,996)	-	89,996	-2.27%	(998)	(1,996)
565	Buildings & Grounds	2,387,809	166,756	\$ 382,842	\$ 324,954	62,631	2,000,224	16.23%	145,451	302,909
570	Communications	131,401	14,224	\$ 20,691	\$ 20,702	-	110,699	15.75%	7,629	15,247
595	General Administration Fees	68,344	5,501	11,391	\$ 11,003	-	57,341	16.10%	5,430	10,859
	Indirect Cost Allocation	-	-	-	-	-	-	N/A	-	-
1	Total - General Government	12,342,934	934,458	1,953,613	1,844,132	189,924	10,308,878	16.48%	842,986	1,918,144
JUDICIAL										
100	Judicial Administration	792,910	47,951	\$ 126,624	118,441	81,083	593,386	25.16%	55,460	124,856
151	Judge Morris	56,345	5,813	\$ 9,142	10,103	-	46,242	17.93%	4,143	7,590
152	Judge Poston	56,345	1,884	\$ 9,142	3,724	143	52,478	6.86%	2,111	5,308
153	Judge Wilbanks	56,345	3,014	\$ 9,142	7,659	-	48,686	13.59%	4,449	7,475
154	Judge Minter	57,845	5,461	\$ 8,647	10,802	105	46,937	18.86%	6,263	9,073
155	Drug Court	-	-	-	-	-	-	N/A	-	-
180	Clerk of Superior Court	1,183,120	91,064	\$ 186,396	164,886	2,392	1,015,842	14.14%	81,494	175,537
200	District Attorney	1,385,925	103,621	\$ 180,232	189,296	70,253	1,126,375	18.73%	99,170	193,085
400	Magistrate Court	1,286,621	96,987	\$ 202,002	180,856	32,906	1,072,859	16.61%	103,307	211,429
450	Probate Court	753,044	56,180	\$ 118,436	103,146	2,584	647,314	14.04%	54,570	111,826
600	Juvenile Court	1,355,914	99,475	\$ 215,013	183,512	125,694	1,046,708	22.80%	95,834	200,254
800	Public Defender	1,237,782	91,752	\$ 193,298	176,382	2,070	1,059,330	14.42%	88,987	188,297
2	Total - Judicial	8,222,196	603,201	1,258,078	1,148,808	317,232	6,766,167	17.83%	595,789	1,234,729
PUBLIC SAFETY										
300	Sheriff	10,817,847	859,606	\$ 1,703,027	1,569,936	72,546	9,175,365	15.18%	779,064	1,663,051
326	Correctional Facility	12,721,625	982,217	\$ 2,018,600	1,771,559	365,834	10,584,232	16.80%	911,183	1,838,780
500	Fire Department	-	-	-	-	-	-	N/A	-	-
600	Emergency Medical Services	250,000	20,833	\$ 41,667	41,667	208,333	-	100.00%	20,833	41,667
700	Coroner	141,676	9,762	\$ 22,747	20,317	3,103	118,256	16.53%	9,350	17,585
910	Animal Shelter	399,912	30,783	\$ 63,313	50,012	3,738	346,161	13.44%	22,263	43,908
920	Emergency Management	413,402	160,377	\$ 67,269	172,887	22,613	217,902	47.29%	18,808	136,157
290	American Red Cross	-	-	-	-	-	-	N/A	-	-
3	Total - Public Safety	24,744,462	2,063,780	3,916,623	3,626,378	676,167	20,441,917	17.39%	1,761,502	3,741,148
PUBLIC WORKS										
200	Public Works	8,672,800	674,557	\$ 1,156,376	1,126,242	243,812	7,302,746	15.80%	401,551	836,492
530	Solid Waste Disposal	-	-	-	-	-	-	N/A	-	-
970	Payments to Varnell/Cohutta/Tunnel H	-	-	-	-	-	-	N/A	-	-
4	Total - Public Works	8,672,800	674,557	1,156,376	1,126,242	243,812	7,302,746	15.80%	401,551	836,492
HEALTH AND WELFARE										
000	Health Department	250,000	20,833	41,667	41,667	208,333	-	100.00%	20,833	41,667
110	Family Supp Council / Greenhouse Ad	69,800	1,650	53,300	53,300	16,500	-	100.00%	36,650	38,300
441	Family and Children Services	80,000	6,667	13,333	13,333	66,667	-	100.00%	6,667	13,333
446	GA Dept. of Veterans Service	984	-	984	600	-	384	60.98%	-	984
452	Indigent Funeral Expense	17,000	450	2,833	450	-	16,550	2.65%	2,100	2,100
520	Senior Citizens	612,319	48,832	\$ 97,292	87,802	865	523,652	14.48%	42,342	85,178
590	Payments to Others	5,000	-	5,000	-	-	5,000	N/A	-	-
5	Total - Health and Welfare	1,035,103	78,432	214,409	197,152	292,365	545,586	47.29%	108,592	181,562
CULTURE AND RECREATION										
120	Parks & Recreation Department	2,350,982	183,745	\$ 375,411	338,797	14,735	1,997,450	15.04%	187,989	370,376
223	Capital Property	-	-	-	-	-	-	#DIV/0!	-	4,377
510	Dalton Regional Library	634,000	52,833	105,667	105,667	528,333	-	100.00%	52,083	104,167
6	Total - Culture and Recreation	2,984,982	236,578	481,078	444,463	543,068	1,997,450	33.08%	240,072	478,920
HOUSING AND DEVELOPMENT										
130	County Extension Service	187,624	4,002	\$ 30,584	7,033	6,801	173,791	7.37%	4,999	9,041
140	State Forestry Service	7,875	638	1,313	1,276	-	6,599	16.20%	656	1,313
220	Inspection & Enforcement	603,607	42,804	\$ 94,708	89,087	259	514,261	14.80%	35,305	79,275
310	Dalton/Whitfield CDC	80,000	6,667	13,333	13,333	66,667	-	0.00%	6,667	13,333
324	Condemned Hsng Demo	25,000	-	-	-	-	25,000	0.00%	1,381	1,381
410	County Planner	48,000	4,000	8,000	8,000	40,000	-	100.00%	4,000	8,000
420	MPO	550,239	9,834	\$ 100,679	18,804	259,441	271,994	50.57%	12,604	26,482
430	Community Development	247,896	17,855	\$ 24,259	34,015	270	213,611	13.83%	14,954	26,978
450	County Engineer Office	813,554	57,501	\$ 127,421	108,173	7	705,374	13.30%	57,174	121,115
520	Believe Greater Dalton/Thrive	69,000	5,750	11,500	11,500	57,500	-	100.00%	3,750	7,500
540&	NW GA Trade & Conv. Center Authorit	786,095	33,878	131,016	145,137	368,564	272,394	65.35%	24,430	48,860
7	Total - Housing and Development	3,418,890	182,928	542,813	436,358	799,609	2,183,024	36.15%	165,921	343,279

Whitfield County, Georgia  
General Fund Schedule of Expenditures by Department - Unaudited  
Year to Date Totals as of February 28, 2025  
With Comparative Totals for 2024

		2025						2024		
		Amended 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	233,243	233,243		1,166,214	16.67%	113,611	227,223
Detail	Whitfield Transit Grant	-		-			-	#DIV/0!		
	Capital Projects	185,680	15,473	30,947	30,947		154,733	16.67%	15,833	31,667
	JDA Project Fund	51,956	4,330	8,659	8,659		43,297	16.67%	4,330	8,659
	Fund 211, 237, 252	-		-			-	N/A		
9	Total - Other Financing Uses	1,637,093	136,424	272,850	272,849	-	1,364,244	16.67%	133,774	267,549
TOTAL EXPENDITURES		\$63,058,460	\$4,910,368	\$ 9,795,838	\$ 9,098,382	\$3,062,077	\$50,900,002	19.28%	\$4,250,186	\$ 9,001,823

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



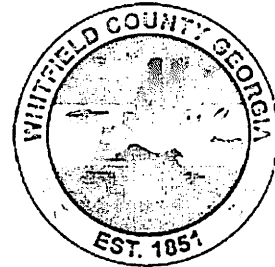
	2025 Projected Budget	2025 Actual	%	2024 Actual
General Government	\$ 1,953,613	\$ 1,936,157	99.1%	\$ 1,918,144
Judicial	1,258,076	1,160,940	92.3%	1,234,729
Public Safety	3,916,623	3,828,645	97.8%	3,741,148
Public Works	1,156,376	1,317,541	113.9%	836,492
Health and Welfare	214,409	164,684	76.8%	181,562
Culture and Recreation	481,078	451,335	93.8%	478,920
Housing and Development	542,813	839,170	154.6%	343,279
Debt Service	-	-	#DIV/0!	-
Other Financing Uses	272,850	272,849	100.0%	267,549
	9,795,838	9,971,321	101.8%	9,001,823

# Agenda Item

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

Meeting Date: April 14, 2025  
Subject: Budget Amendment for Wells Fargo Elevators  
Department: BOC Administration  
In Budget Amount: Operating- \_\_\_\_\_ Capital- \_\_\_\_\_  
Expenditure Line Item # 100-1310-522260-00  
Not in Budget Amount: \$49,078.75  
Funding Source: General Fund

Date needed: September 9, 2024



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.

Per the lease agreement with Triple E Properties, LLC, the County must pay their portion of repairs made to the Wells Fargo office space. The landlord made the decision to install new elevators. Attached is the invoice for the 2nd payment required for the contract with Otis Elevator. This is 17.5% billed on the delivery of the materials.

Suggested Motion:

Approve payment of the invoice.

Request Made By: Debbie Godfrey

County Administrator's  
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

**463 Virgil Drive  
Dalton, GA 30721**

Invoice Number: 2025-0303  
Invoice Date: Mar 10, 2025  
Page: 1

**Elitch Hoenig**  
elitch.hoenig@primetextechnology.com

**Bill To:**  
Whitfield County Board of Commissioners  
P.O. Box 248  
Attn: Debbie Godfrey  
Dalton, GA 30722

<b>Ship to:</b>
Whitfield County P.O. Box 248 Attn: Debbie Godfrey Dalton, GA 30722

<b>Incoterms</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
		Due Upon Receipt	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
	UPS		3/10/25

Description	Amount
Otis Initial Billed Down Payment - 65% of \$256,750.00 - Due Upon Receipt - (56% Paid In Full \$143,780.00)	
Otis 17.5% Billed upon Delivery of Material \$69,125.00 - Due Upon Receipt (71% of Billing)	49,078.75

<b>Subtotal</b>	<b>49,078.75</b>
<b>Sales Tax</b>	
<b>Total Invoice Amount</b>	<b>49,078.75</b>
<b>Payment/Credit Applied</b>	
<b>TOTAL</b>	<b>49,078.75</b>

**Check/Credit Memo No:**

# 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: April 14, 2025  
Subject: Cameras for Tax Commissioner's office  
Department: Finance for Tax Commissioner  
In Budget Amount: Operating- Capital-  
Expenditure Line Item #  
Not in Budget Amount: \$20,894.00  
Funding Source: Capital (General Fund)  
Date needed: April 14, 2025

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

In 2021 the Federal Government banned certain surveillance camera makers (Hikvision and Dahua) from sale in the US. The Federal Government are now requiring replacements of those cameras.

The County has been actively replacing those camera brands with NDAA compliant cameras. The sites where cameras have been replaced or will be replaced in the near future are the Courthouse, Parking Desk, Wells Fargo, Sheriff's Office including the Training Facility, and Treatment Court. The Tax Commissioners Office has the largest number of these banned cameras and need to be replaced with NDAA compliant cameras.

See attached estimate.

Suggested Motion:

Approve estimate for cameras

Request Made By: Debbie Godfrey

County Administrator's  
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Odin Integrated Technologies LLC  
PO Box 1869  
GA US  
7065377513  
shannonr@odinintegrated.com

## Estimate

**ADDRESS**

Whitfield County Board  
301 W Crawford St  
Dalton, GA 30720  
United States

**SHIP TO**

Whitfield County Board  
301 W Crawford St  
Dalton, GA 30720  
United States

**ESTIMATE #**

1259

**DATE**

04/04/2025

**DEPARTMENT**

Tax Office

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	0001	4MP IP Camera	41	424.00	17,384.00

Thank you for thinking about us for your needs. If estimate is accepted please send us a PO# to put on the invoice.

TOTAL

**\$17,384.00**

Accepted By

Accepted Date

Odin Integrated Technologies LLC  
PO Box 1869  
GA US  
7065377513  
shannonr@odinintegrated.com

## Estimate



### ADDRESS

Whitfield County Board  
301 W Crawford St  
Dalton, GA 30720  
United States

### SHIP TO

Whitfield County Board  
301 W Crawford St  
Dalton, GA 30720  
United States

### ESTIMATE #

1260

### DATE

04/04/2025

### DEPARTMENT

Tax Office

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Labor Hours	Replace Non-NDAA Compliant Cameras	39	90.00	3,510.00
TOTAL					<b>\$3,510.00</b>

Thank you for thinking about us for your needs. If estimate is accepted please send us a PO# to put on the invoice.

Accepted By

Accepted Date

# Agenda Item

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

Meeting Date: April 14, 2025

Subject: 2024 Year End Budget Amendments

Department: Finance

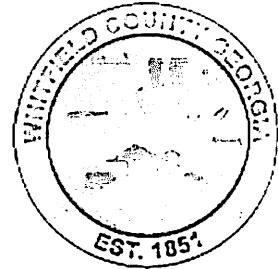
In Budget Amount: Operating- Capital-

Expenditure Line Item #

Not in Budget Amount:

Funding Source: General Fund

Date needed: April 14, 2025



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.

Please see attached detail for 2024 Year End Budget Amendments.

Summary:

Net General Fund Revenue increase of \$703,000

Net General Fund Expenditures increase of \$1,368,000

Suggested Motion:

Approve year end Budget Amendments.

Request Made By: Debbie Godfrey

County Administrator's  
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

**GENERAL FUND**

**REVENUE**

General Property Taxes	\$ 1,858,543.00
LOST	\$ 20,676.00
Financial Institution Tax	\$ 27,667.00
Penalties and Interest	\$ 274,400.00
Licenses and permits	\$ 9,293.00
Federal Intergovernmental Revenue	\$ (328,184.00)
State Intergovernmental Revenue	\$ 9,079.00
JDA Payment in lieu of taxes	\$ (1,668,397.00)
Charges for Services	\$ 48,368.00
Fines	\$ (136,768.00)
Investment Income	\$ (284,048.00)
Donations	\$ 52,770.00
Miscellaneous Revenue	\$ 349,273.00
Transfer from 5%VAP	\$ 9,073.00
Transfers from ARP	\$ 360,176.00
Transfers from Fund 271	\$ (80,000.00)
Sale of assets	\$ 180,991.00

**BOC**

Add'l personnel services/employee benefits and Wells Fargo Exp	\$ 208,669.00
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**FINANCE**

Add'l personnel services/employee benefits	\$ 7,260.00
--	-------------

**ATTORNEY FEES**

Add'l legal fees	\$ 44,140.00
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**INFORMATION TECHNOLOGY**

Add'l personnel services/employee benefits, purchased/contracted services, and supplies	\$ 29,210.00
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**TAX ASSESOR BOARD**

Add'l personnel services	\$ 436.00
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**LIABILITY INSURANCE**

Higher than estimated actual premiums and charges	\$ 3,674.00
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**AUDIT FEES**

Inflationary fee increase and Add'l Court Audit	\$	15,600.00
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**PUBLIC RELATIONS**

Add'l personnel services/employee benefits, purchased/contracted services, and supplies	\$	27,458.00
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**SUPERIOR COURT ADMIN**

Add'l purchased/contracted services	\$	15,639.00
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**JUDGES**

Add'l Court reporter fees	\$	59,283.00
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**DA**

Add'l personnel services/employee benefits	\$	59,404.00
--	----	-----------

**MAGISTRATE**

Add'l personnel services/employee benefits	\$	20,982.00
--	----	-----------

**PUBLIC DEFENDER**

Add'l personnel services/employee benefits	\$	153,837.00
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**SHERIFF - PATROL**

Add'l personnel services/employee benefits	\$	208,501.00
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**SHERIFF - CORRECTIONS**

Add'l personnel services/employee benefits, and inmate medical	\$	427,839.00
--	----	------------

**ANIMAL SHELTER**

Add'l personnel services/employee benefits	\$	30,457.00
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**EMERGENCY MANAGEMENT**

Add'l supplies	\$	13,580.00
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**INDIGENT FUNERAL**

Actual slightly above budget	\$	5,850.00
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**BATTLE OF THE BADGES-DALTON DONATIONS**

50% of donations for BOB	\$	2,661.00
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**OLD MILL ROAD**

Legal fees for easement not paid	\$ 4,377.00
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**ZONING ENFORCEMENT**

Add'l personnel services	\$ 3,001.00
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**TRADE CENTER**

Higher than estimated	\$ 26,237.00
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**LAW LIBRARY**

Revenue budget reductions	\$ (1,335.00)
Expenditure budget reductions	\$ (1,335.00)

**JDA PROJECT FUND**

Revenue budget additions	\$ -
Expenditure budget reduction	\$ (7,000.00)

**SHERIFF FORFEITURE FUND**

Revenue budget reductions	\$ (72,896.00)
Expenditure budget reductions	\$ (70,716.00)

**OPIOD SETTLEMENT FUND**

Revenue budget additions	\$ 182,472.00
Expenditure budget additions	\$ 34,377.00

**E911 FUND**

Revenue budget reductions	\$ (198,691.00)
Expenditure budget additions	\$ 36,989.00

**CDBG FOOD BANK GRANT FUND**

Revenue budget additions	\$ 104,021.00
Expenditure budget additions	\$ 22,565.00

**ARP FUND**

Revenue budget reduction	\$ (4,805,011.00)
Expenditure budget reduction	\$ (4,863,200.00)

**CONASAUGA A.D.R. PROGRAM**

Revenue budget reduction	\$	(3,428.00)
Expenditure budget additions	\$	5,790.00

**DIVORCE COURT**

Revenue budget reduction	\$	(7,500.00)
Expenditure budget reduction	\$	(7,500.00)

**SUPERVISION FEES**

Revenue budget reduction	\$	(14,348.00)
Expenditure budget reduction	\$	(7,548.00)

**VICTIMS ASSISTANCE**

Revenue budget additions	\$	10,390.00
Expenditure budget additions	\$	10,390.00

**DRUG ABUSE TREATMENT EDUCATION FUND**

Revenue budget additions	\$	21,247.00
Expenditure budget additions	\$	24,916.00

**CHIP GRANT**

Revenue budget reductions	\$	(118,579.00)
Expenditure budget reductions	\$	(119,579.00)

**FELONY DOMESTIC VIOLENCE COURT**

Revenue budget reductions	\$	(45,200.00)
Expenditure budget reductions	\$	(41,332.00)

**ACCOUNTABILITY COURT GRANT PROGRAM FUND**

Revenue budget reductions	\$	(11,590.00)
Expenditure budget reductions	\$	(19,682.00)

**FIRE SPECIAL TAX DISTRICT**

Revenue budget additions	\$	515,625.00
Expenditure budget reductions	\$	(142,321.00)

**SOLID WASTE**

Revenue budget reductions	\$ (18,683.00)
Expenditure budget additions	\$ 32,220.00

**HOTEL/MOTEL**

Revenue budget reductions	\$ (59,494.00)
Expenditure budget reductions	\$ (59,494.00)

**2007 SPLOST**

Revenue budget additions	\$ 36,572.00
Expenditure budget reductions	\$ (832,621.00)

**2015 SPLOST**

Revenue budget additions	\$ 1,505.00
Expenditure budget reductions	\$ (996,650.00)

**2020 SPLOST**

Revenue budget additions	\$ 1,104,628.00
Expenditure budget reductions	\$ (3,797,583.00)

**2024 SPLOST**

Revenue budget additions	\$ 6,542,343.00
Expenditure budget additions	\$ 975,377.00

**CAPITAL PROJECTS**

Revenue budget additions	\$ -
Expenditure budget reductions	\$ (537,300.88)

**TRANSIT**

Revenue budget additions	\$ 759,385.00
Expenditure budget reductions	\$ (791,992.00)

# 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: April 14, 2025  
 Subject: Declare items surplus  
 Department: Public Works  
 In Budget Amount: Operating- \_\_\_\_\_ Capital- \_\_\_\_\_  
 Expenditure Line Item # \_\_\_\_\_  
 Not in Budget Amount: \_\_\_\_\_  
 Funding Source: \_\_\_\_\_  
 Date needed: April 14, 2025

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

Public Works is requesting below items to be declared surplus and to be sold on govdeals, below is the description and reason for requesting item surplus.

Unit # 309, 2015 John Deere 6105 tractor with boom mower S/N 1P06105DTEM851864  
 Reason for surplus: transmission needs rebuild estimated cost 10,000 -12,000 and hours on tractor 7580

Unit #30 , 2012 Ford F-150 pickup S/N 1FTFW7EF7CFB87198  
 Reason for surplus: engine replacement cost \$6500, mileage 203352

Unit #36, 2011 Ford F-150 pickup, S/N 1FTFW1EF4BFA08095  
 Reason for surplus: engine replacement cost \$6500, mileage 161345

Unit #327, 2001 Rosco 9 wheel roller S/N 36590  
 Reason for surplus: life cycle and cost to maintain, hours 2362 (hour meter replaced 2011)

Unit 614 2000 Ford Expedition S/N 1FMPU16L4YLB83452  
 Reason for surplus: life cycle & cost to maintain Mileage 173535

Suggested Motion:

approve item surplus and to be sold on govdeal.com

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  
201 S. Hamilton Street  
Dalton, Georgia 30720

Meeting Date: April 14th, 2025  
Subject: Radio Purchase for SRO  
Department: Whitfield County EMA/WCSO  
In Budget Amount: Operating- \_\_\_\_\_ Capital- \_\_\_\_\_  
Expenditure Line Item # \_\_\_\_\_  
Not in Budget Amount: \$95,487.28  
Funding Source: 2024 SPLOST  
  
Date needed: 4/15/25

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

Whitfield County EMA and WCSO are requesting the purchase of 14 portable radios for school resource officers in the amount of \$95,487.28

Suggested Motion:

Approve purchase of Motorola radios for \$95,487.28

Request Made By:

A handwritten signature in blue ink, appearing to read "Dennis Thekall", is written over a horizontal line.

County Administrator's  
Recommended Action:

--

Clerk Use ONLY

Motion/Second:	Approved:	Date:



WHITFIELD COUNTY SHERIFFS DEPT

WCSO N70 Order

03/13/2025

03/13/2025

WHITFIELD COUNTY SHERIFFS DEPT  
PO BOX 652  
DALTON, GA 30720

RE: Motorola Quote for WCSO N70 Order

Dear David Metcalf,

Motorola Solutions is pleased to present WHITFIELD COUNTY SHERIFFS DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WHITFIELD COUNTY SHERIFFS DEPT with the best products and services available in the communications industry. Please direct any questions to Amy Jenkins at [Amy.Jenkins@motorolasolutions.com](mailto:Amy.Jenkins@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Amy Jenkins  
Government Account Manager

Billing Address:  
WHITFIELD COUNTY SHERIFFS  
DEPT  
PO BOX 652  
DALTON, GA 30720  
US

Quote Date:03/13/2025  
Expiration Date:06/11/2025  
Quote Created By:  
Amy Jenkins  
Government Account Manager  
Amy.Jenkins@  
motorolasolutions.com  
7702965769

End Customer:  
WHITFIELD COUNTY SHERIFFS DEPT  
David Metcalf  
dmetcalf@whitfieldcountyga.com

Contract: 36273 - SOURCEWELL 042021  
MOT  
AGREEMENT: STATE OF GEORGIA

## Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	14		\$5,014.00	\$3,158.82	\$44,223.48
1a	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE*	14		\$0.00	\$0.00	\$0.00
1b	QA03399AK	ADD: ENHANCED DATA	14		\$165.00	\$103.95	\$1,455.30
1c	QA08853AA	ADD: CPS ENABLEMENT*	14		\$0.00	\$0.00	\$0.00
1d	QA09001AM	ADD: WIFI CAPABILITY	14		\$330.00	\$207.90	\$2,910.60
1e	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	14		\$110.00	\$69.30	\$970.20
1f	Q629BD	ENH: AES ENCRYPTION AND ADP	14		\$523.00	\$329.49	\$4,612.86
1g	H869DB	ENH: MULTIKEY	14		\$363.00	\$228.69	\$3,201.66
1h	H38DA	ADD: SMARTZONE OPERATION	14		\$1,320.00	\$831.60	\$11,642.40
1i	Q173CA	ADD: SMARTZONE OMNILINK	28		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	Q361CD	ADD: P25 9600 BAUD TRUNKING	14		\$330.00	\$207.90	\$2,910.60
1k	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	14		\$567.00	\$357.21	\$5,000.94
1l	QA00580BA	ADD: TDMA OPERATION	14		\$495.00	\$311.85	\$4,365.90
1m	QA09113AA	ADD: BASELINE RELEASE SW	14		\$0.00	\$0.00	\$0.00
2	LSV01S03060A	APX N70 DMS ESSENTIAL	14	5 YEARS	\$343.20	\$343.20	\$4,804.80
3	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	14		\$225.50	\$164.62	\$2,304.68
4	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	14		\$486.00	\$354.78	\$4,966.92
5	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	14		\$207.14	\$151.21	\$2,116.94

**Grand Total**
**\$95,487.28(USD)**
**Notes:**

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

# Agenda Item

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

Meeting Date: April 14, 2025  
Subject: Panasonic Toughbooks - SO  
Department: Information Technology  
In Budget Amount: Operating- \_\_\_\_\_ Capital- \_\_\_\_\_  
Expenditure Line Item # \_\_\_\_\_  
Not in Budget Amount: \$391,506.00  
Funding Source: 2020 SPLOST  
Date needed: April 18, 2025



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.

The Whitfield County Sheriff's Office relies heavily on their Panasonic Toughbooks in the Patrol Vehicles. This equipment is invaluable in saving time, making the Deputies more efficient, and in some cases saving lives.

The current Toughbooks are 5 years old and in need of replacements. We published a BID document and received 8 responses. Five of those responses were not considered because of failure to list warranty costs and other information. The Bid called for 138 Panasonic Toughbooks to cover all existing units and the addition of School Resource Officers. This also includes some spare units.

The three responders are listed below:

Eastern Data - 138 Units including a 3 year warranty = \$391,506.00

ClearConnect - 138 Units including a 3 year warranty = \$408,122.44

BarCode & POS LLC - 138 Units including a 3 year warranty = \$455,317.20

The 5 year old units can be listed on GovDeals after they are wiped of all information.

Suggested Motion:

Recommend we purchase the 138 Panasonic Toughbooks from the lowest responder - Eastern Data including a 3 year warranty for \$391,506.00 paid out of 2020 SPLOST.

Request Made By:

A handwritten signature in black ink, appearing to read "P. J. [unclear]", is written over a white rectangular box.

County Administrator's  
Recommended Action:

--

Clerk Use ONLY

Motion/Second:	Approved:	Date:



1455 Oakbrook Drive Suite 800  
Norcross, Ga 30093  
Phone (770)279-8888 Fax (770)279-0469

**DATE** 3/12/2025  
**Quotation #** Panasonic Tough Books  
**BID#** IT01-001

**Quotation For:**  
Whitfield County IT  
201 S Hamilton St 4th FL  
Dalton, GA 30720  
Attn: Rick Lovelady

*Quotation valid until: 5/14/2025*  
*Prepared by: Kenny Westmoreland*

**Comments or Special Instructions:**

**Eastern Data, Inc. Your technology source since 1997**

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
KW		TBD	Best Way	Destination	NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
138	Panasonic FZ-55JZ01BBM- Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	\$2,608.00	NO	\$359,904.00
138	CF-SVCLTNF3YR -PROTECTION PLUS WARRANTY - FZ-40 and FZ-55 LAPTOP (YEARS 1, 2 and3)	\$229.00	NO	\$31,602.00

**Lenovo Authorized Partner**

SUBTOTAL	\$391,506.00
SHIPPING	FREE
TAX RATE	N/A
SALES TAX	N/A
<b>TOTAL</b>	<b>\$391,506.00</b>

If you have any questions concerning this quotation, please contact Kenny Westmoreland @ 770-279-8888 ext. 104 or [kenny.westmoreland@ediatlanta.com](mailto:kenny.westmoreland@ediatlanta.com)

*Kenny Westmoreland*  
*3/12/2025*

## Section 5 – Cost Proposal

ClearConnect Proposal for: RFB – PANASONIC TOUGH BOOKS (BID#IT01-001)				
Item Model	Description	Qty	Rate	Total
Panasonic FZ-55JZ01BBM	Win11 Pro, Intel Core i7-1370P vPro (up to 5.2GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7595, GPS, COM Splitter, Dual Pass (Ch1:GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	138	\$2,719.07	\$375,231.59
3 Year Warranty	PROTECTION PLUS WARRANTY - FZ-40 and FZ-55 LAPTOP (YEARS 1, 2 and 3)	138	\$238.34	\$32,890.85
*5 Year Warranty	PROTECTION PLUS WARRANTY - FZ-40 and FZ-55 LAPTOP (YEARS 1, 2, 3, 4 and 5)	*	\$560.78	*
*=Option available, not included in base estimate				
			Shipping	0.00
			Taxes	0.00
			Subtotal	\$408,122.44
			Total	<b>\$408,122.44</b>
			ARO	15-20 Days

### Authorized Representative

Company: ClearConnect

Physical Address: 405 Main St, B,  
Cottonwood, ID  
83522

Mail Address: PO Box 422  
Cottonwood, ID 83522

Phone: 208-962-1072

Name: Ken Bock

Title: President

Signature: \_\_\_\_\_

Email: kbock@myclearconnect.com

**Ken Bock**

Digitally signed by Ken Bock  
DN: C=US,  
E=kbock@myclearconnect.com,  
O=ClearConnect, CN=Ken Bock  
Reason: I am approving this  
document  
Date: 2025.03.25 16:42:13-07'00'

**BarCode & POS**  
*"Barcode and Pos made easy"*  
 And PANASONIC Hardware Service Provider

**For Whitfield County**  
**PANASONIC Hardware Solution Comments & Quote Page 1 of 2**

Name: PANASONIC - Whitfield County, GA

Item #	SKU	Manufacturer	Mfr. Part #	Qty	Description and Product Info	Price	Ext Price
1	SG5439	PANASONIC TOUGH BOOKS	FZ-55JZ01BBM	138	I7-1370P VPRO UP TO 5.2GHZ 14.0SYST 16GB 512GB OPAL SSD W11P Product stocked by manufacturer. Delivery times vary.	\$3,034.40	\$418,747.20
2	9B1497	PANASONIC WARRANTY	CF-SVCLTNF3YR	138	PROTECTION PLUS WARR SVCS LAPTOP (YEARS 1 2 &3) Product stocked by manufacturer. Delivery times vary.	\$265.00	\$36,570.00
4	8HY668 Options	PANASONIC ACCESSORIES	CF-VEK333LMP	138	PREMIUM KEYBOARD FOR CF-33 ACCS MK1 MK2	\$600.00	\$82,800.00
<b>With Options Total</b>			<b>Products / Services Total</b>				<b>\$538,117.20</b>
<b>Without Options -Total</b>			<b>Products / Services Total Free Shipping</b>				<b>\$455,317.20</b>

Manufacture (PANSONIC) Support center at 1-888-245-6344 (option 1)  
 Pricing & Ordering Information

**BarCode & POS**  
*"Barcode and Pos made easy"*  
And PANASONIC Hardware Service Provider

**For Whitfield County**  
**PANASONIC Hardware Solution Comments & Quote Page 2 of 2**

Terms: NET 30(B)

- Call the Barcode & POS Sales department at 770-751-0001 ext.1 and email: [ssmith@barcodeandpos.com](mailto:ssmith@barcodeandpos.com)

\* Your PO number

\* Your fax number

\* Shipping instructions

**Thank you for your order!**

\* End user company name

\* End user address

\* End user contact

**\* Leasing and Financing Information available if needed. Optional**

- Contact a leasing specialist today at [sales@barcodeandpos.com](mailto:sales@barcodeandpos.com)

Lease pricing is intended to be a good faith estimate and is being used for marketing purposes only. The actual rate and payment amount may vary, and is subject to credit approval in addition to any terms and conditions that may be required.

This quote include **only** for the items listed above:

**Note:** This pricelist invoice/quote is subject to change due to product availability or oversight of quantity or number of products that are missed or additional products that maybe added or subtracted and/or manufacture's price increase!

**Thank you for Your Order!** This Proposal/Quote is, and will be considered as, part of the Barcode & POS SOW (Statement of work and Purchase Agreement Customer understand and accept this Quote!

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Title

End User: Whitfield County, GA

Approval Date: 03/18/2025

Valid To: 05/18/2025

Delivery time / lead time 35days or less

# Agenda Item

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

Meeting Date: April 14, 2025  
Subject: ARC READY Grant Award Agreement Ratification  
Department: BOC Administration  
In Budget Amount: Operating- \_\_\_\_\_ Capital- \_\_\_\_\_  
Expenditure Line Item # \_\_\_\_\_  
Not in Budget Amount: \_\_\_\_\_  
Funding Source: \_\_\_\_\_

Date needed: April 14, 2025



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.

In November 2024, the BOC approved the application for the Appalachian Regional Commission's READY Local Government Grant to address internal capacity challenges. On April 4th the County was notified of the grant award and received the grant agreement. This is a \$50,000 federal grant for leadership and management training. No match is required. The grant performance period is May 1, 2025 through December 31, 2026. The Chairman has signed the award agreement and County Administration now requests BOC ratification.

Suggested Motion:

Ratify acceptance of grant award and grant agreement.

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Request Made By: Carol Roberts

County Administrator's  
Recommended Action:

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**Grant Agreement  
Between  
Appalachian Regional Commission  
and  
Whitfield County**

<b>ARC Contract Number:</b> CC-22134-LGV-25		
<b>Project Title:</b> Whitfield LEARNS		
<b>Grantee:</b>	Whitfield County 201 S. Hamilton Street Dalton, GA 30720-4219	<b>ARC Project Coordinator:</b> Mary Moran
<b>Grantee's EIN:</b>	58-6000909	<b>Telephone:</b> 202-884-7748
<b>Project Director:</b>	Carol Roberts	<b>Fax:</b> 202-884-7691
<b>Telephone Number:</b>	423-661-9353	<b>Email:</b> mmoran@arc.gov
<b>Grantee's Email:</b>	cjroberts@whitfieldcountyga.com	<b>State Administration/Liaison Officer:</b>
Part I - Special Provisions		

**1. Statement of Purpose - Incorporation of Proposal:**

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to build organizational capacity at the Whitfield County Government by providing managerial and leadership training to county staff. This training provided by a professional training organization will improve the skillsets of staff participants, maximize productivity and improve engagement. The training will be conducted for up to six (6) months. An evaluation of the training program to gauge effectiveness will also be conducted. ARC funds will support contractual expenses to hire a training provider to develop the managerial and leadership training curriculum and provide training to two (2) cohorts of county staff.

Funding for this project is provided by READY Appalachia, a community capacity building initiative funded through the Infrastructure Investment and Jobs Act.

This project shall be carried out in general accord with Grantee's proposal, approved by ARC on March 26, 2025. Grantee's proposal is incorporated by this reference as a supplement to Part I. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

**2. Order of Precedence:**

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, the Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the READY

Local Governments Grant Program Information Sheet, the attached Grant Administration Manual, and any incorporated Supplements. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

3. **Reports:**

A progress report for each 120-day period and a final report are required under this agreement (see Part II, Article 4).

4. **Consideration and Method of Payment:**

**A. Total.**

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$50,000 of actual, reasonable and eligible project costs.

**B. Method.**

Progress and advance payments of total ARC-approved funds are authorized under this agreement.

5. **Budget:**

Costs will be determined in general accord with the budget submitted on 1/29/2025, which is hereby incorporated into this agreement as Supplement B to Part I, subject to the terms of this Grant Agreement and pertinent ARC Code Provisions.

6. **Period of Performance:**

The grant period of performance shall be 5/1/2025 through 12/31/2026.

Stephanie Jones-4/4/2025	4/4/2025
<hr/>	
<b>Attorney Advisor</b>	<b>Date</b>
Jevin Jensen-4/7/2025	4/7/2025
<hr/>	
<b>Jevin Jensen Chairman</b>	<b>Date</b>

Part II  
Appalachian Regional Commission  
Grant Agreement: General Provisions

**Article 1 General Procedures.**

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

**Article 2 Restrictions on Use of ARC Funds.**

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

**Article 3 Work Plan/Detailed Budget.**

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

**Article 4 Reports.**

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

**Article 5 Contracting Procedures**

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

## **Article 6 Subcontracting.**

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

## **Article 7 Coordination and Non-Duplication.**

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

## **Article 8 Project Personnel.**

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

## **Article 9 Compliance with Applicable Laws.**

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.

## **Article 10 Retention of Rights.**

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

## **Article 11 Method of Payment.**

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC

concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

**NOTE:** All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

## **Article 12 Grant-Related Income.**

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

## **Article 13 Rebates and Discharges from Liability.**

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

## **Article 14 Records /Audit.**

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the

purpose of this Agreement, the final payment shall be reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

#### **Article 15 Responsibilities.**

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

#### **Article 16 Grantee's Principal Personnel.**

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

#### **Article 17 ARC Representative.**

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

#### **Article 18 State Administration and Liaison Officer.**

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this Agreement.

#### **Article 19 Disputes.**

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in

connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

#### **Article 20 Suspension/Termination for Cause.**

The ARC shall have the right, upon written notice to the Grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other ARC grant agreement.

#### **Article 21 Termination for Default.**

The ARC may, by written notice to Grantee, terminate this Agreement in whole or in part in accordance with Part 52.249 of the Federal Acquisition Regulations' "Default (Fixed-Price Supply and Service)" clause in effect on the date of this Agreement including, but not limited to provisions regarding failure to perform due to causes beyond the control of Grantee, the status of completed and partially completed work after termination for default, excusable default, ARC's right to repurchase, and other remedies. Such regulations are incorporated by reference as part of this Agreement. The rights and remedies of the ARC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **Article 22 Termination for Convenience.**

The ARC may, by written notice to the Grantee, terminate this Agreement in whole or in part for the convenience of the Commission, whenever the ARC determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the Grantee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

#### **Article 23 Official Not to Benefit.**

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

#### **Article 24 Covenant Against Contingent Fees.**

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **Article 25 Equal Opportunity.**

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities. By executing this agreement and submitting each payment request or invoice to ARC, the Grantee is, and will continually be, certifying that it is complying in all respect with all applicable Federal anti-discrimination laws and it is not operating any programs promoting "diversity, equity, and inclusion" in violation of any applicable Federal anti-discrimination laws. In doing so, the Grantee acknowledges that such certification is material to ARC's payment decision for purposes of 31 U.S.C. 3729(b)(4).

#### **Article 26 Patent Rights.**

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

#### **Article 27 Statement of Federal Funding.**

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this Agreement, Grantee agrees and warrants that it shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

#### **Article 28 Lobbying.**

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

#### **Article 29 Copyrights.**

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contract funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

#### **Article 30 Buy America.**

**General.** None of the ARC funds provided under this grant award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States "this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States "this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or

gravel or aggregate binding agents or additives) are manufactured in the United States” this means that all manufacturing processes for the construction material occurred in the United States.

**Definitions.** The definitions provided in the ARC website related to the Buy America are hereby incorporated by reference. The ARC Buy America website is available at <http://www.arc.gov/BuyAmericaGuidelines>.

**Exclusions.** This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Waivers.** A waiver on the application of the domestic content procurement preference (Buy America) may be available to the ARC grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the ARC Buy America website, available at <http://www.arc.gov/BuyAmericaGuidelines>.

### **Article 31 Unique Entity Identifier.**

Federal award recipients are required to have an active unique entity identifier (UEI) registered in SAM.gov in order to receive a disbursement of grant funds. Further, ARC cannot award grants or process payments to grantees who are excluded from such as indicated on SAM.gov. Grantee agrees to maintain an active SAM.gov registration with current information at all times while the ARC grant is open.

Direct subrecipients of grantees must obtain a UEI in order to receive funds as a subrecipient (subrecipients of subrecipients are not subject to this requirement). Grantees are responsible for verifying that their subrecipients have a valid UEI. See 2 CFR Part 25.

### **Article 32 Reporting Subawards and Executive Compensation.**

Grantees that receive a federal grant of \$30,000 or more may be subject to Federal Funding Accountability and Transparency Act (FFATA) reporting requirements (Pub. L. 109-282, as amended). FFATA requires grantees to report data on their executives' compensation and their subawards, if any. Exceptions to FFATA reporting requirements apply in certain circumstances. Grantee agrees to comply with all applicable FFATA requirements. See 2 CFR Part 170.

For reporting purposes, ARC Federal Award Identification Numbers (FAIN) are formatted as follows: ARC + last two digits of the award fiscal year + C + five-digit project number without any alphabetical letters. For example, the FAIN for an FY2024 award with project number CO-12345 would be: ARC24C12345.

### **Article 33 Reporting of Matters Related to Recipient Integrity and Performance.**

Grantee is subject to the reporting requirements in Appendix XII of 2 CFR Part 200 if, for any period of time during the performance of this Federal award, Grantee has received active grants, cooperative agreements and procurement contracts from Federal agencies with a total value of over \$10,000,000. Please see Appendix XII for more information.

### **Article 34 Trafficking in Persons.**

(1) ARC may terminate this grant or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a private entity receiving funds under this award as a recipient or subrecipient engages in: (a) Severe forms of trafficking in persons; (b) The procurement of a commercial sex act during the period of time that the grant is in effect; (c) The use

of forced labor in the performance of the grant; or (d) Acts that directly support or advance trafficking in persons, including the following acts: (i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents; (ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: 1. exempted from the requirement to provide or pay for such return transportation by ARC; or 2. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action; (iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment; (iv) Charging recruited employees a placement or recruitment fee; or (v) Providing or arranging housing that fails to meet the host country's housing and safety standards. See 2 CFR Part 175.

(2) Grantee certifies that applicable requirements of 2 CFR 175.105(b) have been and will be met each year this award is in effect.

(3) Grantee shall immediately inform ARC and its Inspector General of any credible information alleging human trafficking has taken place, and fully cooperate with audits, investigations or corrective actions, as required by 2 CFR 175.105(c).

### **Article 35 Whistleblower Protections.**

An employee of a grant recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310, as well as 2 CFR 200.217.

# Agenda Item

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

Meeting Date: April 14, 2025  
Subject: UGA County Extension Contract  
Department: Finance For County Extension  
In Budget Amount: Operating- Capital-  
Expenditure Line Item #  
Not in Budget Amount:  
Funding Source: 2025 Budget  
Date needed: April 14, 2025



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.

Attached is the UGA County Extension contract for their fiscal year which is July 1, 2025-June 30, 2026. The total amount is \$96,549. The first 6 months of the contract are already in the 2025 budget and the remainder will be included in the 2026 budget.

Suggested Motion:

Approve and sign contract.

Request Made By: Debbie Godfrey

County Administrator's  
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:



Date: 3/17/2025

To: Clinton McRae  
Northwest District Extension Director

FROM: Jevin Jensen  
Chairman  
Whitfield County  
Board of Commission

RE: Annual Financial Agreement Budget

It is our intent to renew/amend the Annual Financial Agreement with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service.

The attached Budget is for: Salary, SS/Med, and retirement.  
Budget is for the period: July 1, 2025 - June 30, 2026.  
The University will bill: Quarterly

According to the governing Memorandum of Understanding (MOU), this Annual Financial Agreement sets forth the County's contributions toward the compensation of County Extension Personnel for the period stated above.

For administrative purposes, the compensation of personnel listed in this Agreement will come directly from UGA Extension, with UGA invoicing the County for the County's proportionate share. The County requests that the final invoice be sent no later than 60 days after the end date.

Mayhew McRae 3/17/25  
County Extension Coordinator Date

\_\_\_\_\_  
District Extension Director Date

\_\_\_\_\_  
County Representative Date

\_\_\_\_\_  
Associate Dean for Extension, CES Date

\_\_\_\_\_  
Other (if necessary)

\_\_\_\_\_  
Other (if necessary)



L. C. (Buster) Evans, Ed.D.  
Executive Director

Providing a future you can depend on

To: All Reporting Agencies

From: L. C. (Buster) Evans  
Executive Director

A handwritten signature in black ink that reads 'L. C. Evans'.

Date: May 15, 2024

Subject: FY 2025 Salary Limitations  
FY 2026 Contribution Rates

In its annual meeting held on May 15, 2024, the Board of Trustees adopted the following maximum salary increases for FY 2025 that can be used by the Teachers Retirement System of Georgia (TRS) to calculate a member's highest two-year average salary:

Employees of the Board of Regents	5.87%	(3.37% + 2.50%)
All Others	4.86%	(2.36% + 2.50%)

These percentages are in accordance with Georgia Law [O.C.G.A. § 47-3-120(d)] and apply only to TRS members whose current date of membership is on or after July 1, 1984.

The Board of Trustees also adopted the employee and employer contribution rates for FY 2026. Effective July 1, 2025, the contribution rates will be:

Employee Rate	6.00%
Employer Rate	21.91%

If you or your employees have any questions, please contact our office.

Thank you.

LCE/vbs

Whitfield County  
Board of Commission  
July 1, 2025 - June 30, 2026

\* Per the MOU, any COLA given to county employees should also be given to Extension Employees

POSITION			BUDGET PERIOD			Salary	FICA (7.65%)			OTHER FRINGE				TOTAL BUDGET
Last Name	Select		July 1 - Dec 31	Jan 1 - June 30			OASDI (6.2%)	HI (1.45%)		RETIREMENT	Health/Life	Travel	Operating	
Kornberg	ANR - Agent		\$ 10,482	\$ 10,640		\$ 21,122	\$ 1,310	\$ 306	TRS	\$ 4,628				\$ 27,366
Bennett	FACS - Agent		\$ 13,390	\$ 13,591		\$ 26,981	\$ 1,673	\$ 391	ORP	\$ 2,493				\$ 31,538
Holloway	4-H - CEPA		\$ 14,420	\$ 14,636		\$ 29,056	\$ 1,801	\$ 421	TRS	\$ 6,366				\$ 37,645
						\$ -	\$ -	\$ -	TRS	\$ -				\$ -
						\$ -	\$ -	\$ -	TRS	\$ -				\$ -
						\$ -	\$ -	\$ -	N/A	\$ -				\$ -
						\$ -	\$ -	\$ -	N/A	\$ -				\$ -
						\$ -	\$ -	\$ -	N/A	\$ -				\$ -
						\$ -	\$ -	\$ -	N/A	\$ -				\$ -
						\$ -	\$ -	\$ -	N/A	\$ -				\$ -
						\$ -	\$ -	\$ -	N/A	\$ -				\$ -
						\$ -	\$ -	\$ -	N/A	\$ -				\$ -
TOTALS			\$ 38,292	\$ 38,867		\$ 77,159	\$ 4,784	\$ 1,119		\$ 13,487	\$ -	\$ -	\$ -	\$ 96,549

BILL TO THE FOLLOWING NAME AND ADDRESS		FISCAL CONTACT INFORMATION	
Whitfield County Board of Commissioners		Name	Debbie Godfrey
201 S. Hamilton Street 5th Floor		Phone	706.275.7509
Dalton, GA 30720		Email	dgodfrey@whitfieldcountygga.com

APPROVED BY:		
Official Title:	District Extension Director	
Combo Code:		
For District Use:		
<input type="checkbox"/> Spreadsheet update	<input type="checkbox"/> Team Dynamix Update	<input type="checkbox"/> Budgeted in Financials
<input type="checkbox"/> Combo Code [HLO]	<input type="checkbox"/> Position Funding Completed	

# Agenda Item

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

Meeting Date: April, 14th 2025  
Subject: Vehicles  
Department: Recreation  
In Budget Amount: Operating- Capital-  
Expenditure Line Item #  
Not in Budget Amount:  
Funding Source: SPLOST 2024

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.

Request for purchase of utility tractor for Parks.

We had three bidders, however one was disqualified from bid department and one did not meet the spec.

Nelson tractor was the only approved bidder at \$37,450.

The disqualified bidder was at the same price as approved bidder for cost comparison.

Suggested Motion:

Approve

Request Made By:

Brian Chastain

County Administrator's  
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

# Agenda Item

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

Meeting Date: 04/14/2025  
Subject: Replacement Vehicle from Accident  
Department: Sheriff's Office  
In Budget Amount: Operating- \_\_\_\_\_ Capital- \_\_\_\_\_  
Expenditure Line Item # \_\_\_\_\_  
Not in Budget Amount: \_\_\_\_\_  
Funding Source: General/Alfa Insurance  
Date needed: April 14, 2025



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.

The Board of Commissioners previously purchased the Sheriff's Office a 2024 Dodge Durango 1C4SDJFT4RC18395. This vehicle was placed into service 02/20/25. The vehicle was involved in an accident on 03/21/25 with only 2,306 miles, from an individual with Alfa Insurance. It was the other parties fault and the vehicle is a total loss! (GSP report # C001004675) Alfa Claim #A0001050176

Alfa Insurance is willing to cut the County a check in the amount of \$43,912.39 for the wreck and tow bill.

The replacement cost through the same dealership as before for a 2025 Dodge Durango with same options to replace this one is \$43,145.50.

This leaves a difference of \$766.89 to the positive in the General Fund.

Order time once approved is 4-10 weeks.

All the equipment in the wrecked vehicle can be transferred over to the new one without any additional spending.

Suggested Motion:

Approve motion to purchase a replacement vehicle for the Sheriff's Office From Mountain View Dodge Ringgold, since the cost is covered by Alfa Insurance.

Request Made By: Sgt. Phillip Bishop

County Administrator's  
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:



Date/Time: Apr 7, 2025 02:16 PM

Buyer: WHITFIELD COUNTY BOC

Salesperson: Edward A Parker

Phone:

Phone: H: (706) 483-0541

Address: 805 PROFESSIONAL BLVD  
DALTON, GA 30720

2025 Dodge Durango, Body Type:

*Present* *V8*

Cash	Balance Due
\$ Down	
\$0	\$43,146

MSRP/Retail	\$51,315.00
Discount	\$8,180.00
Selling Price	\$43,135.00
Trade Difference	\$43,135.00
Subtotal (Selling Price +	\$43,135.00
Total Taxes	\$10.50
Total Balance Due	\$43,145.50

X

Customer Signature

Date

X

Manager Signature

Date

With approved credit.

MOUNTAIN VIEW CHR /SLER DODGE JEEP RAM  
6276 ALABAMA HWY  
RINGGOLD, GA 30736:804

Configuration Preview

Date Printed: 2025-04-07 2:03 PM  
Estimated Ship Date:

VIN:  
VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 00WVZ Whitfield County Board of  
FAN 2:  
Client Code:  
Bid Number: TB5059  
PO Number:

Sold to:  
MOUNTAIN VIEW CHR /SLER DODGE JEEP RAM  
(26858)  
6276 ALABAMA HWY  
RINGGOLD, GA 30736:804

Ship to:  
MOUNTAIN VIEW CHRYSLER DODGE JEEP RAM (26858)  
6276 ALABAMA HWY  
RINGGOLD, GA 307362804

Vehicle:

2025 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,940
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,240
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PSE	Triple Nickel	395
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	160
	-X9	Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CUF	Full Length Floor Console	370
	WP1	18X8.0 Painted Aluminum Wheels	430
	CW6	Deactivate Rear Doors/Windows	145
	JRC	Power Liftgate	480
	LSA	Security Alarm	190
	YEP	Manuf Statement of Origin	0
	ADL	Skid Plate Group	370
	4DH	Prepaid Holdback	0
	5N7	Saved Favorites	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5059	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595
Total Price:			<u>51,315 .</u>

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Salesperson:  
Customer Name:  
Customer Address:  
USA

PSP Month/Week:  
Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

# Agenda Item

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

Meeting Date: April 14, 2025  
Subject: Domestic Violence Court VAWA Grant Award Ratification  
Department: Superior Court/Domestic Violence Court  
In Budget Amount: Operating- \_\_\_\_\_ Capital- \_\_\_\_\_  
Expenditure Line Item # \_\_\_\_\_  
Not in Budget Amount: \_\_\_\_\_  
Funding Source: \_\_\_\_\_  
  
Date needed: April 14, 2025



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.

The Conasauga Domestic Violence Court has been awarded a Violence Against Women (VAWA) grant for FY2025 in the amount of \$79,328 with a \$26,443 match. This is a recurring grant for which the Court applies each year to fund operations. This is a federal grant administered by the Criminal Justice Coordinating Council (CJCC). Due to the quick turn around time for grant acceptance, the Chairman has signed the award acceptance forms and the Court now requests BOC ratification.

Suggested Motion:

Ratify grant award acceptance.

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Request Made By: Carol Roberts

County Administrator's  
Recommended Action:

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**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:** March 25, 2025

**SUBJECT: The request of Riverstone Construction LLC to rezone from High Density Residential (R-7) to Zero Lot Line Residential (R-4) a tract of land totaling 12.7 acres located at 2610 Cleveland Highway, Dalton, Georgia. Parcel (12-089-02-000) (County)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 24, 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 six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Jason Farmer.

**Public Hearing Summary:**

Ethan Calhoun summarized the staff analysis, which recommended approval of the R-4 rezoning. There were no further questions for Calhoun.

Jason Farmer of Riverstone Development noted the first phase of townhomes that have been completed. Farmer then went on to state that the townhome units are not selling as quickly as desired, and the market suggests that single-family detached units would be more marketable. Farmer stated that the proposed R-4 rezoning and preliminary site plan would reduce the original design by 30 units. Chairman Lidderdale confirmed with Farmer that the proposed development would consist of 50 single-family detached dwellings in addition to the existing 40 townhouse units totaling 90 units for the entire development.

Kendra Evans, resident of the phase 1 townhomes, did not voice strict opposition to the proposed R-4 rezoning, but Evans stated her concern regarding the potential for a new developer and change in architectural quality as compared to the townhomes.

Same Kittle, neighbor to the northwest, stated he likes the existing style of townhomes and was concerned with the continuity if the dwellings change from townhouses to detached dwellings.

Heather Sliger, resident of the phase 1 townhouses, voiced her concern with the potential for families to move into the single-family detached dwellings as opposed to the existing townhouse community. Sliger also states concern with the quality of construction and finishing of the single-family dwellings vs. the existing townhouses.

Jason Farmer stated that while he manages the development of the site, the lots will be sold to builders. Farmer stated that he had no intention of selling to DR Horton. Chris Shiflett confirmed with Farmer that there are existing covenants on the townhouse neighborhood and that there will be additional covenants written for the proposed single-family detached dwellings. Commissioner Robbins asked Farmer if the architecture will be similar to the established townhouses, to which Farmer was unable to answer to the specific architectural character, but Farmer stated that the proposed units would be 3 bedroom and 3 bathroom units that each have garages. Octavio Perez stated that the existing residents were concerned with HOA covenants as opposed to zoning issues. Commissioner Thomas notes the

quality of the existing townhouses along with his understanding of the concern with a change in builders. Chairman Jensen asked Farmer for the approximate value of the proposed dwellings, to which Farmer stated the mid-300s.

With no further comments, Chairman Lidderdale closed this public hearing at approximately 6:55 pm.

**Recommendation:**

**Chairman Lidderdale sought a motion for the R-4 rezoning. Chris Shiflett noted that the concerns of the neighbors appeared to be related to the HOA and covenants rather than the zoning. Octavio Perez made a motion to approve the R-4 rezoning, and Chris Shiflett seconded the motion. There was a unanimous recommendation to approve the R-4 rezoning, 5-0.**

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Robert Sivick  
Robert Smalley  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** March 25, 2025

**SUBJECT: The request of Greyson Renz to rezone from General Agriculture (GA) to Suburban Agriculture (SA) a tract of land totaling 7.8 acres located at 228 Cohutta Beaverdale Road, Cohutta, Georgia. Parcel (11-095-08-000) (County)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 24, 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 six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Greyson Renz.

**Public Hearing Summary:**

Ethan Calhoun summarized the staff analysis which recommended approval for the SA rezoning. There were no further questions for Calhoun.

Greyson Renz made no additional comments.

There were no further comments, and Chairman Lidderdale closed the hearing at 6:06 pm.

**Recommendation:**

Chairman Lidderdale sought a motion for the SA rezoning. Octavio Perez made a motion to approve the SA rezoning, and Chris Shiflett seconded the motion. There was a unanimous recommendation to approve the SA rezoning 5-0.

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503 WEST WAUGH STREET  
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**TO:** Whitfield County Board of Commissioners  
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Robert Smalley  
Jean Price-Garland

**FROM:** Jim Lidderdale  
Chairman

**DATE:** March 25, 2025

**SUBJECT: The request of Kayla Mathis to rezone from Low Density Single Family Residential (R-2) to Rural Residential (R-5) a tract of land totaling 2.53 acres located at 2241 McCamish Road, Dalton, Georgia. Parcel (12-017-03-000) (County)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 24, 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 six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Kayla Mathis.

**Public Hearing Summary:**

Ethan Calhoun summarized the staff analysis which recommended approval for the R-5 rezoning. There were no further questions for Calhoun.

Kayla Mathis stated the plan to demolish the existing blighted dwelling on the subject property and replace it with a manufactured home.

With no further comments, Chairman Lidderdale closed this public hearing at approximately 6:10 pm.

**Recommendation:**

Chairman Lidderdale sought a motion for the proposed R-5 rezoning. Eric Barr made a motion to approve the R-5 rezoning, and Octavio Perez seconded the motion. There was a unanimous recommendation to approve the R-5 rezoning, 5-0.

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**MEMORANDUM**

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

**FROM:** Jim Lidderdale  
Chairman

**DATE:** March 25, 2025

**SUBJECT: The request of Ryan Beavers Construction to rezone from Rural Residential (R-5) to High Density Residential (R-7) a tract of land totaling 5.54 acres located on Fondel Lane, Tunnel Hill, Georgia. Parcel (11-259-13-039) (County)**

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 24, 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 six 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 Minor.

**Public Hearing Summary:**

Ethan Calhoun summarized the staff analysis and then recommended a denial. Commissioner Robbins asked Calhoun for the number of manufactured homes in the manufactured home parks noted in the staff analysis to which Calhoun stated between two to three units per tract. There were no other questions for Calhoun.

Tom Minor represented the petitioner. Minor stated that while the subject property would create a spot zone, the unit/acre density would be similar to that established in the area. Minor then stated that the proposed apartment complex would be accessed by a private drive.

Dan Hocker, a nearby resident, opposed the R-7 rezoning based on his belief that it is dissimilar to the character of the established neighborhood and the rural character of the area. Hocker then stated his concerns with the additional traffic generation if the subject property were developed as proposed.

Richard Flickinger, a neighbor along Princess Drive, notes the former agricultural use of the subject property and the dissimilarity of the proposed apartment complex to the rural character of the area. Flickinger then stated her concern with the potential traffic generation created by the proposed apartment complex. Flickinger then noted the subject property's tendency to flood even though it may not be within the official flood zone.

Tom Minor stated that the rural character of the area had already been altered by other development and multi-family properties.

There were no further comments heard for or against, and Chairman Lidderdale closed the public hearing at approximately 6:36 pm.

**Recommendation:**

**Chairman Lidderdale sought a motion for the R-7 rezoning. Octavio Perez made a motion to deny the R-7 rezoning, and Jody McClurg seconded the motion.**

**There was a unanimous recommendation to deny the R-7 rezoning, 5-0.**

**STATE OF GEORGIA,  
COUNTY OF WHITFIELD**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into as of the "Effective Date" of May 1, 2025, by and between **WHITFIELD COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "Lessor", and **LENNIE C. HOLBERT** of said State and County, hereinafter called "Lessee" (whenever the context requires, the masculine gender includes the feminine or neuter, and the singular includes the plural);

**WITNESSETH:**

**THAT WHEREAS**, Lessor is the owner of that certain single family dwelling and outbuildings associated therewith known as 2231 Crow Valley Road, Dalton, GA 30720, said single family dwelling and outbuildings shown located on property owned by Lessor in the northeast corner of Land Lot 71 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia (the land owned by Lessor being shown on a plat of record in Plat Book E, Page 769, Whitfield County, Clerk's Records); and

**WHEREAS**, Lessee is desirous of leasing from Lessor, and Lessor is desirous of leasing unto Lessee, said single family dwelling and associated outbuildings, all upon the terms and conditions more particularly set forth hereafter:

**-1-**

Lessor does hereby lease and rent unto Lessee, and Lessee does hereby lease and rent from Lessor, that certain single family dwelling and associated outbuildings described hereinabove commencing on the Effective Date, and continuing thereafter for a period of one (1) year, terminating at midnight on the 30<sup>th</sup> day of April, 2026. This lease also includes an easement for ingress and egress across that concrete drive proceeding from the southerly right of way of Poplar Springs Road in a westerly and southerly direction to said residence all as shown on the survey which locates said single family residence and two outbuildings associated therewith which survey is attached hereto as Exhibit "A".

**-2-**

Lessee hereby covenants and agrees to pay as rental therefor the sum of One Thousand Six Hundred Dollars (\$1,600.00) per month, payable on the 1<sup>st</sup> day of each month, the last payment being due and payable on the 1<sup>st</sup> day of April 1<sup>st</sup>. In the event of default in payment of rent (defined as non-payment of rent on the 5<sup>th</sup> day of each month) a Ten Dollar (\$10.00) per day additional charge shall be levied commencing on the 5<sup>th</sup> day of the month and continuing until the rent is paid in full, which amount may be treated by the Lessor as additional rent hereunder. In addition, there shall be a Fifty Dollar (\$50.00) handling fee for returned checks.

**-3-**

Said premises are leased and rented unto Lessee "as is, where is", and Lessor shall not be held to make any improvements, repairs, or additions to said premises prior to Lessee leasing said premises, Lessee having inspected the same and found the same satisfactory for his use and occupancy.

-4-

In consideration hereof, Lessee further covenants and agrees as follows:

(a) To pay all bills and charges for utilities used on the premises during the term of this Lease; Lessee shall cause all utilities to be billed in his name during the term of this lease.

(b) To keep the premises in good and tenantable repair, externally and internally, including the lawn and shrubbery surrounding said dwelling and outbuildings, reasonable wear and tear excepted.

(c) To make no alterations or additions to or upon the premises without the consent of Lessor being first obtained in writing;

(d) To not assign this Lease, or sub-let the premises, except with the written consent of Lessor;

(e) To permit Lessor or its agents to enter upon the premises to examine and inspect the same at any time upon reasonable notice during the term of this Lease;

(f) To use the premises only for purposes of maintaining a single-family dwelling for himself and the members of his immediate family; and to refrain from using the premises for any illegal or immoral purpose, or for any purpose in violation of any of the laws of the State of Georgia or any other political subdivision or municipal corporation thereof.

(g) To pay all costs in connection with any action by Lessor to collect rents or to remove Lessee, or to recover possession of the premises, to include reasonable attorney's fees;

(h) To provide and pay for removal of all garbage or rubbish that may accumulate on the said premises;

(i) (I) The Lessee shall, at its sole expense, obtain and maintain a comprehensive general liability insurance policy with limits of not less than \$500,000 per occurrence and \$1,000,000 in aggregate for the entire term of the Lease. Such policy shall insure against any liability of the Lessee arising out of the use, occupancy, or maintenance of the leased premises. To maintain any and all insurance which Lessee may desire upon Lessee's personal belongings, household furniture and furnishings, and any other contents which Lessee may place upon said premises and/or within said dwelling during the term hereof, all at the sole and exclusive expense of Lessee, it being agreed that Lessor shall under no circumstances be responsible or liable for any loss or damage thereto;

- (i) The Lessor shall be named as an additional insured on the Lessee's insurance policy. The lessee shall provide the Lessor with a certificate of insurance of such coverage upon each renewal of the insurance policy.
- (ii) The Lessee's insurance policy shall contain a provision requiring the insurance company to provide the Lessor with at least thirty (30) days' written notice of cancellation or material change in coverage. The lessee shall be responsible for ensuring that such notice is provided to the Lessor.
- (iii) If the Lessee fails to maintain the required insurance coverage, the Lessor shall have the right, but not the obligation, to purchase such insurance at the Lessee's expense. Any amount so paid by the Lessor shall be considered additional rent and shall be immediately due and payable by the Lessee.
- (iv) The Lessee's insurance shall be issued by an insurance company authorized to do business in the State of Georgia and having an A. M. Best rating of A- or better.

(j) To indemnify and save Lessor harmless against all claims for damages to persons or property by reason of Lessee's use or occupancy of the premises, together with all expenses reasonably incurred by Lessor as a result thereof, including attorney's fees and costs of Court;

(k) Upon the termination of this Lease, to peaceably yield up the premises, with all fixtures which now or at any time during the term hereof shall be located thereon, in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear and any damage by fire and any other unavoidable casualty excepted.

-5-

If the rent shall be in arrears, or if Lessee or his representatives or assigns shall neglect or fail to perform and observe any of the covenants of Lessee herein contained, then Lessor, or its successors or assigns, may then or at any time thereafter while such neglect or default continues, and without further notice or demand, enter upon the premises and repossess the same as of Lessor's former estate therein, and may expel Lessee and those claiming under him, and may remove his effects (using such reasonable force as may be necessary thereto), without prejudice to any remedies which might otherwise be used pursuant to law for arrears of rent or any breach of this Agreement.

-6-

The monthly rent is due on the 1<sup>st</sup> day of each month, and if not paid by the 5<sup>th</sup> day, there will be a \$10.00 per day late fee. If the monthly rent and late fee are not paid by the 5<sup>th</sup> of the month, then Lessee shall be in default of this Lease, and Lessor shall have the right to evict Lessee without notice, and Lessor may retain the deposit either as a damage deposit or rent deposit. With respect to the breach of any other provision of the Lease by Lessee, Lessor shall give Lessee written notice of the breach, and Lessee shall have three (3) days in which to cure such breach. If such breach is not cured within three (3) days by Lessee after notice, then Lessor shall have the right to evict Lessee without further notice. In the case of eviction either for breach of the provisions of

this Lease or for non-payment of rent, Lessee shall be responsible for all remaining Lease payments and any damage to the premises, less any new rent Lessor is able to collect from any new Lease arrangement, through the end of the Lease period. Lessor upon default of Lessee, shall have all other rights afforded by the law in addition to those stated herein. Notice shall be effective by mail or posting on the property. In case of default, Lessee shall be responsible for Lessor's attorney's fees and all costs.

-7-

In the event the premises, or any part thereof, shall, during the term of this Lease, be destroyed or damaged by fire or other unavoidable casualty so as to be rendered unfit for use and habitation, the rent hereinabove provided, or a just and proportionate part thereof according to the nature and extent of the injury sustained, shall be suspended or abated until said premises shall have been put in proper condition for use and habitation by Lessee, or, at the option of Lessor, this Lease and all rights created hereunder may be terminated, with rental hereunder to be accounted for between the parties as of the date of such termination.

-8-

The parties further mutually covenant and agree as follows:

- (a) Time is of the essence of this Agreement;
- (b) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, personal representatives and assigns;
- (c) Waiver by any party of any agreement or condition herein shall not be considered a waiver of any subsequent breach of said Agreement or condition;
- (d) This Agreement shall be construed according to the laws of the State of Georgia;
- (e) This Agreement shall not be altered or amended except by instrument in writing signed by all the parties hereto;
- (f) This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, whether oral or otherwise, between the parties which are not embodied herein shall be of any force and effect.

-9-

No deposit shall be required as a condition of this Lease.

-10-

Should all or part of the demised property be taken by condemnation of any governmental authority whatsoever, all proceeds of any payment shall belong to Lessor and Lessee shall have no interest whatsoever therein.

-11-

Lessor and Lessee agrees that **as part of the consideration for this Lease**, Lessee shall keep his dogs and pets confined with the fenced area around the house and within 100 feet of that structure.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and affixed their seals, effective as of the day and year first above written.

WHITFIELD COUNTY, GEORGIA, BY AND  
THROUGH ITS BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Jevin Jensen, Chair

\_\_\_\_\_  
Barry W. Robbins, Vice Chair

\_\_\_\_\_  
Robby Staten

\_\_\_\_\_  
John Thomas

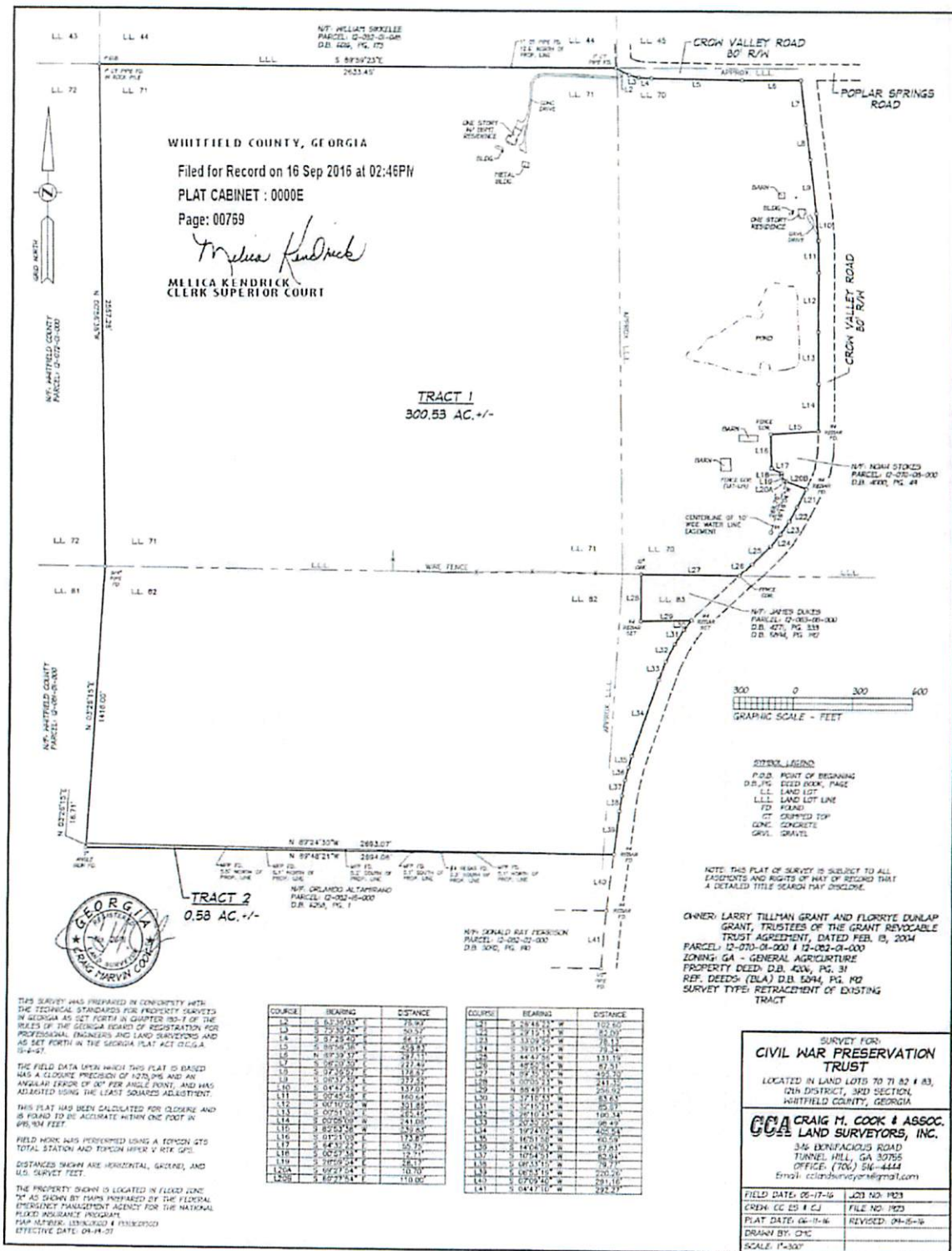
\_\_\_\_\_  
Greg Jones  
LESSOR

Attest:

\_\_\_\_\_  
Blanca Cardona, Clerk  
SEAL

\_\_\_\_\_  
Lennie C. Holbert  
LESSEE

EXHIBIT "A"



## Annual Hay Lease Contract Renewal – Agreement

This Contract was bid to obtain a vendor to cut and remove hay, at least twice per year from the existing fields located with the Rocky Face Ridge Park property.

The contract was bid in 2018 and was awarded to **Josh Land**. Mr. Land bid to pay the county \$5 per acre to harvest the hay, for a total contract value of \$350.

The initial contract will be for a period of (1) year, with a renewal subject to yearly approval that will extend for (6) additional years after the initial 1-year contract period. The contractor shall furnish all equipment and services required to fulfill the terms and conditions of this Invitation to Bid.


The initial contract was signed on **10<sup>th</sup>** day of **July, 2018**, between The County of Whitfield, Board of Commissioners, hereinafter referred to as “LESSOR”, and **Josh Land**, hereinafter referred to as “LESSEE”.

### Addendum 1

The Whitfield County Recreation Department, will obtain this contract and contact “LESSEE” **Josh Land**, to sign this Annual Hay Lease Contract Renewal for the calendar year January 1, 2025 thru December 31, 2025 adhering to original contract: page (5) statement (7) “All changes to this lease shall be in writing and by mutual agreement between the parties.”

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 14<sup>th</sup> day of

Jan 14, 2025

Lessee- 

Lessor- \_\_\_\_\_

Jevin Jensen, Chairman Whitfield County Board of Commissioners