



WHITFIELD COUNTY BOARD OF COMMISSIONERS

REGULAR BUSINESS MEETING

Monday, June 10th, 2024 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 2023 as needed by our financial auditors and in compliance with all state regulations for approved items and passing votes from last month's public Board of Commissioners meeting
- (6) Approval of Minutes
 - a. May 13, 2024 Regular Business Meeting
- (7) Recognitions, Proclamations, and/or Awards
 - a. Cameron Cox – April 2024 Employee of the Month
- (8) Public Hearings
 - a. Close and Abandon a portion of Beulah Drive
- (9) Reports to the Board
 - a. Report of Chair
 - b. Report of other Commissioners
 - c. Report of County Administrator
 - d. Report of Department Heads/Staff
 1. Finance – April 2024 Financials
- (10) Public Comment

For Consideration Old Business

- (11) Amending Chapter 15 Subdivision Regulations
- (12) Unified Zoning Ordinance – Text Amendments
 - a. Amend Section 4-5-1, to require a Preliminary Site Plan when requesting C-1A zoning
 - b. Amend Section 4-6-5, to reference the Georgia Cemetery Act
 - c. Amend Article VI to revise parking standards
 - d. Amend Section 12-1-3, regarding the number of term appointments allowed for the members of the Unified Board of Zoning Appeals
 - e. Amend Appendix A to revise the fee for Storm Water Management Plan Review
 - f. Amend the Permitted Use Table to add M-1 and M-2 as allowed zoning districts for “Bank or Financial Institution, Full Service,” “Church,” and “Event Center;”

First Readings

- (13) Amending Chapter 15 Minor Subdivisions
- (14) Amending Chapter 5 Erosion, Sedimentation and Pollution Control

New Business

- (15) Resolution – Board of Tax Assessors Appointment

.....Continued

- (16) Re-appointments:
 - a. Chris Shifflet – Planning Commission
 - b. David Pennington IV – Planning Commission
 - c. Talli Willams – Board of Zoning Appeals
- (17) Agreement for Purchase and Sale of Property
- (18) Rezoning Recommendations
 - a. Rigoberto Barragan – parcel (11-312-07-000)
 - b. Marco Sanchez – parcel (12-243-01-050)
 - c. DixiBrix, LLC – parcel (13-173-04-000 & 13-173-37-000)
 - d. 115 Wooten, LLC – parcel (12-214-06-003)
- (19) Annexation Requests
 - a. City of Dalton Parcel 12-179-02-052
 - b. City of Tunnel Hill Parcel 11-324-27-000
- (20) Hamilton Health Bond Refinancing/TEFRA Letter
- (21) IT – Microsoft Licensing Agreement Renewal
- (22) EMA – Motorola Service Agreement Payment (2nd half)
- (23) County Engineer
 - a. Vehicle Purchase
 - b. Antioch Rd. Wingwall Repair
- (24) District Attorney – Ratify SPCR Contract
- (25) Grant Award for Drug Court - Accountability Courts-Drug Court
- (26) Close and abandon a portion of Beulah Drive
- (27) Sheriff's Office
 - a. Vehicle Equipment Purchase
 - b. Vehicle Surplus
- (28) Public Works
 - a. Equipment Surplus
 - b. Ratify Purchase of Low Boy Tractor
 - c. Ratify Purchase Hydro Excavator
 - d. Purchase of Trench Roller
- (29) Public Comment for General or Future Matters
- (30) Executive Session – Personnel Matters
- (31) Adjournment

**** POTENTIAL ADDITIONAL ITEMS**

- (1) Human Resources Dept. – Updated Non-discrimination Policy

MINUTES FOR THE REGULAR BUSINESS MEETING OF THE WHITFIELD COUNTY BOARD OF COMMISSIONERS HELD MONDAY, MAY 13, 2024, 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.

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 Robbins and seconded by Commissioner Staten to approve the agenda with the following changes: agenda item #11 Amending Chapter 15 Subdivision Regulations, and #12 Unified Zoning Ordinance – Text Amendments will both be First Readings. The motion 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 April 8, 2024 Regular Business meeting minutes as presented. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas, and Robbins in agreement.

PROCLAMATION

Ratify – Proclamation National Day of Prayer – May 2, 2024: Motion was approved by Commissioner Thomas and seconded by Commissioner Robbins to ratify the proclamation designating May 2, 2024 as National Day of Prayer in Whitfield County. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

Chairman Jensen recognized Alecia Reed as the Employee of the Month for March 2024. Ms. Reed works at the Tax Commissioners Office.

PRESENTATION:

David Moeller CEO of the Northwest Georgia College and Career Academy thanked the Board for partnering with the Academy for the First Responders and Fire Academy. Moeller noted the academy allows students to complete their firefighter certification before they graduate High School. Moeller further noted that the academy is looking to expand with other school systems and fire departments in North Georgia.

Chairman's Report: Chairman Jensen noted that Whitfield County has a new app available to download, reminded people to vote on Tuesday May 21, and that candidates need to have their signs picked up by Wednesday May 22.

Report from Commissioners:

Commissioner Robbins noted that there will be a Library Board meeting on Thursday, and that the library is looking for a new Director.

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

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County Administrator Report:

County Administrator Robert Sivick informed the Board that the storms last Thursday impacted a mobile home park in Whitfield County. Sivick praised the Transit Department, Public Works and WC Firefighters for their work to get our Citizens to Salem Baptist Church so that the Red Cross could help them with relocation needs if necessary.

March 2024 Financial Statements: Motion was made by Commissioner Staten and seconded by Commissioner Robbins to approve the March Financial Statement as presented by Chief Financial Officer Debbie Godfrey, Local Option Sales Tax (LOST) collections: March collections of \$1,246,296 were 2.36% less than budgeted collections of \$1,276,363. This was 3.69% more than February collections of \$1,201,898. YTD collections of \$3,677,147 were 2.61% greater than PY collections of \$3,583,693 for the same time frame. TAVT collections: March collections of \$529,300 were 19.23% more than February collections of \$443,932. YTD collections of \$1,404,062 were 7.08% greater than PY collections of \$1,311,185 for the same time frame. YTD actual revenues of \$9,945,107 were less than projected revenues of \$10,096,246 by \$151,139 or 1.50%. YTD actual expenditures of \$14,345,512 were less than projected expenditures of \$14,679,270 by \$333,758 or 2.27%. Actual March 31 ending fund balance = \$31,100,966 The motion was approved 4-0, with Commissioners Thomas, Jones, Staten and Robbins in agreement.

Public Comment:

Bryan Spence and Brandon Harrison spoke in opposition of the County's Stormwater Ordinance. They noted the extra costs will get passed on to the homeowners.

Gary Brown and Gary Sutton spoke in regards to the family easements.

Jason Burnette and Tracy Ward also spoke in opposition of the County Stormwater Ordinance.

Trina Weaver asked the Board if crosswalks can be installed at New Hope Elementary and Middle School.

First Reading – Whitfield County Unified Zoning Ordinance Text Amendment Amending Chapter 15 Subdivision Regulations: Chairman Jensen noted the *Subdivision Regulations*, otherwise known as **Chapter 15** of the Code of Ordinances of Whitfield County, Georgia, be amended by eliminating the lot size exception in the GA zoning district for family members, by allowing the family easement exemption for parcels only within the GA and SA zoning districts, and for other purposes. No action was taken on this item.

First Reading – Whitfield County Unified Zoning Ordinance Text Amendments: Chairman Jensen noted the Planning Commission has recommended to amend the Unified Zoning Ordinance text. No action was taken on this item.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the request of Peggy Sue Cook to rezone from Rural Residential (R-5) to General Agricultural (GA) a tract of land totaling 11.83 acres located on 104/110 Bloomingdale Way, Tunnel Hill, Georgia. Parcel (11-292-05-000). The motion was approved 4-0, with Commissioners Thomas, Staten, Jones and Robbins in agreement.

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Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Jones to approve the recommendation of the planning commission approving the request of Beverly Hawkins to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.96 acres located at 2511 Old Chatsworth Highway, Dalton, Georgia. Parcel (12-242-06-003). The motion was approved 4-0, with Commissioners Thomas, Staten, Jones and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Robbins and seconded by Commissioner Jones to approve the recommendation of the planning commission to deny the request of Jonathan Hedden to rezone from General Agricultural (GA) to Rural Residential (R-5) a tract of land totaling 15.82 acres located on Chattanooga Road, Cohutta, Georgia. Parcel (11-046-02-000). The motion to deny the request was approved 4-0, with Commissioners Thomas, Staten, Jones and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Jones and seconded by Commissioner Staten to approve the recommendation of the planning commission approving the request of Jorge Rene Ruedas to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 0.90 acres located on Old Grade Road, Dalton, Georgia. Parcel (12-244-03-053). The motion was approved 4-0, with Commissioners Thomas, Staten, Jones and Robbins in agreement.

Rezoning Recommendation: Motion was made by Commissioner Jones and seconded by Commissioner Staten to approve the recommendation of the planning commission approving the request of Adrianna Cuevas to rezone from Low-Density Single Family Residential (R-2) to General Agricultural (GA) a tract of land totaling 10.49 acres with 9.41 acres in the unincorporated county at Tax Parcel 12-127-02-005. The motion was approved 4-0, with Commissioners Thomas, Staten, Jones and Robbins in agreement.

City of Dalton Annexation – parcel 12-179-02-061: Motion was made by Commissioner Robbins and seconded by Commissioner Jones for no land use classification objection to tax parcel number 12-179-02-061. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

Petition to Close and Abandon a Portion of Bulah Drive: Motion was made by Commissioner Thomas and seconded by Commissioner Jones to accept the petition of the Board of Commissioners to close a portion of Bulah located in (aka Beulah Drive) in McCulley Subdivision, located in Land Lot 127 of the 12th District and 3rd Section of Whitfield County, Georgia. The acceptance of the petition sets in motion the process required by Georgia Law, that requires the County to notify adjacent property owners and to hold a public hearing after which a decision can be made to close and abandon a portion of Bulah Drive. The public hearing for this petition will be held at the next regular Board of Commissioners meeting on June 10, 2024, at which time a decision can be made to close and abandon a portion of Bulah Drive. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

Board of Assessors – Vehicle Purchase: Motion was made by Commissioner Staten and seconded by Commissioner Robbins to approve the purchase of two (2) vehicles for the Tax Assessors Office. The Tax Assessor's office is requesting the purchase of two 2024 Ford Broncos for the amount of \$61,130.00. They will be replacing a 2007 Ford 500 with 136,749 miles on it and a 2008 Ford Taurus with 111,454 miles on it. The new vehicles be all wheel drive to help the assessors with accessing difficult driveways to perform their inspections. The vehicles are available on state contract at Ford of

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Dalton, in stock, and ready for delivery. The motion was approved 4-0, with Commissioners Robbins, Jones, Thomas and Staten in agreement.

Finance – 2023 Year End Budget Amendment: Motion was made by Commissioner Jones and seconded by Commissioner Robbins to approve the 2023 year end budget amendments as presented. Summary: Net General Fund Revenue increase of \$6.7 million, Net General Fund Expenditures increase of \$2.8 million. The motion was approved 4-0, with Commissioners Staten, Jones, Robbins and Thomas in agreement.

Transit Department Contract Service with Transit Alliance Group: Motion was made by Commissioner Thomas and seconded by Commissioner Robbins to approve the Whitfield County Transit subcontractor agreement with Transit Alliance Group, Inc. Whitfield County Transit would like to enter into a contract for transportation services with Transit Alliance Group, Inc. Transit Alliance Group needs and desires a coordinated transportation system for human service agency clients and the public. Whitfield transit has represented to Transit Alliance Group its desire and ability to provide this service for residents of the service area location whose services are ordered by DHS Human Service Providers (HSP) and authorized by the DHS Planning and Service Area, Region One, these locations may include, but not be limited to surrounding counties within Region One. The motion was approved 4-0, with Commissioners Robbins, Staten, Thomas and Jones in agreement.

MOU with Hamilton Medical Center 340B Drug Pricing Program: Motion was made by Commissioner Staten and seconded by Commissioner Robbins to approve the Memorandum of Understanding with Hamilton Medical Center for 340B Drug Pricing Program. This program allows Hamilton to receive discounted pharmaceutical rates as they care for uninsured, underinsured, and low income patients. In order to qualify, they must have an agreement with the local government which acknowledges they provide care regardless of a patient's income at the Emergency Department. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

Lease Agreement for the Health Department Building: Motion was made by Commissioner Staten and seconded by Commissioner Jones to enter into a lease agreement for the facility located at 800 Professional Boulevard, Dalton, GA 30720, to the Georgia Department of Public Health, including unlimited reasonable use of the building's common facilities and paved parking area. The GA Dept. of Health's right to use the Facility shall be limited to activities related to providing Services to the citizens of Whitfield County. The term of this Lease shall commence effective on January 1, 2024, and end on December 31, 2029, with such termination rights as may be hereinafter expressly set forth. This Lease, upon the expiration of the initial term, shall automatically renew at the end of the initial term and any additional. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

Georgia Opioid Crisis Abatement Trust Grant Application: Motion was made by Commissioner Thomas and seconded by Commissioner Staten to accept the grant application as presented. The County Administration and the Conasauga Community Addiction Recovery Center (CCARC) seek approval to apply for a grant from the Georgia Opioid Crisis Abatement Trust. This is a 2-year grant. The deadline for submittal is May 17th. Our application will request funding for an additional counselor, administrative services, and related operating expenses to broaden services and allow evening sessions. Grant is for two years if won. The motion was approved 4-0, with Commissioners Jones, Robbins, Thomas and Staten in agreement.

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Grant Award – VAWA for DV Court: Motion was made by Commissioner Staten and seconded by Commissioner Jones to approve Violence Against Women Act grant. Domestic Violence (DV) Court Administration is requesting approval to accept the VAWA federal grant award for court service passed through the State's Criminal Justice Coordinating Council. The grant amount is \$79,328 with local match of \$26,443. This award is for the 2024 calendar year. This federal funding along with the previously approved County ARPA funding of \$100,000 will fully fund the DV Court's operations in 2024. The motion was approved 4-0, with Commissioners Staten, Jones, Robbins, and Thomas in agreement.

Corrective Deed – Praters Mill Farm: Motion was made by Commissioner Jones and seconded by Commissioner Robbins to approve the corrective deed as presented. In 2015 Marcus Boring donated land for the Training Range off Old Praters Mill Road that has a 20-year reverter. However, there is a road that goes through the property that Mr. Boring uses to access the fields below the Rifle Range. Mr. Boring is asking the County to reserve a 25-foot easement of the property him. The motion was approved 4-0, with Commissioners Staten, Jones, Robbins, and Thomas in agreement.

Fire Dept. – Floor Remodel Stations #2, 3, 4 & 5: Motion was made by Commissioner Thomas and seconded by Commissioner Jones to approve the bid from Echota Interiors to complete flooring project for Stations 2, 3, 4, and 5 to be paid from the 2020 SPLOST. The Fire Department has received a bid to complete the floor remodel of the last four fire stations approved in the 2020 SPLOST. Echota Interiors returned the sole RFP, which closed on April 25, 2024, for \$9,700.00 per station, for \$38,800.00. This bid covers stations 2, 3, 4, and 5. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

Fire Dept. – Appointment of Interim Fire Chief: Motion was made by Commissioner Robbins and seconded by Commissioner Staten to appoint Nathan Callaway as the Interim Whitfield County Fire Chief. Current Fire Chief Edward O'Brien is retiring this year. The motion was approved 4-0, with Commissioners Staten, Jones, Thomas and Robbins in agreement.

Sheriff's Office Vehicle Surplus: Motion was made by Commissioner Jones and seconded by Commissioner Robbins to declare the vehicle surplus and auction on Gov.Deals.com. The following vehicles or items will be removed from the Sheriffs Office and can be sold or transferred to another agency. Vehicle Surplus: •5x10 enclosed trailer. Cap is cracked and fan/vent is missing. VIN4fpf10141056061 Asset #24752'5/16 hitch •13F19-1FAHP2M82DG123294 mileage approximately 142451 No known issues. •13F24-1FAHP2M86DG123296-does run, however several parts have been removed. Mileage is 128991 Best sold as a Parts vehicle, no keys •1F116-FAHP2MK6EG164721 Mileage 144914 Needs Steering rack, passenger side strut and wheel •13F501FAHP2M88DG123302 mileage 133822 Steering rack no good. needs battery, and suspension repair •14F961FAHP2MK4EG164720 Mileage 140551 Mechanically it runs and drives We have thrown multiple blower motors, and actuators at this one. It has an electrical issue that only affects the A/C blowing or not on defrost. •14F53-1FAHP2MK2EG164716 Mileage 141041 ignition key gets stuck sometimes otherwise good car. •11F08-2FABP7BY4BX157370 Mileage 154806 good crown vie •11F17-2FABP7BV2BX148859 Mileage is 170790 •07F98-1FAHP24107G152638 Mileage 119277 Check engine light leaks oil •08F28-1FAHP24W38G185646185563 Leaks oil. The motion was approved 4-0, with Commissioners Thomas, Staten, Jones and Robbins in agreement.

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Public Works – Purchase of 3 Used Tanker Trucks: Motion was made by Commissioner Robbins and seconded by Commissioner Jones to approve the purchase of 3 used trucks from Tunnel Express for \$25,000 utilizing 2024 Capital. Public Works is requesting approval to purchase (3) used tanker trucks from Tunnel Express Trucking to be used for the new brine program. Each one of these trucks has a stainless steel tank, which is a must for the use of the brine product. Below is the information of each truck with cost. The total cost for all (3) is \$25,000. 1994 Freightliner tandem tanker \$12,500, 1994 International 4700 single axle tanker \$8,000, 1988 International 1954 single axle tanker \$4,500. The motion was approved 4-0, with Commissioners Jones, Staten, Thomas and Robbins in agreement.

PUBLIC COMMENT:

Denise Newton addressed the Board about chicken houses that are being put close to her residence.

Darryl Long addressed the Board about the Senior Exemption Tax.

ADJOURN Unanimous

JEVIN JENSEN, CHAIRMAN
WHITFIELD COUNTY BOARD OF COMMISSIONERS

BLANCA CARDONA, COUNTY CLERK

DATE: / /

Employee Of The Month

April 2024

This certificate is awarded to

Cameron Cox

Celebrating a month of excellence!

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

WHITFIELD COUNTY

COUNTY ADMINISTRATOR

Date

CHAIRMAN

Date

RESOLUTION TO CLOSE ROAD

WHEREAS, The Board of Commissioners of Whitfield County has authority pursuant to O.C.G.A. §32-7-2(b) to declare a road or any portion thereof abandoned for public purposes and to certify the taking of such action upon its minutes after notice to the public and property owners located thereon of such proposed actions, a public hearing on such proposed action, and a determination of fact that said road or portion thereof no longer serves a substantial public purpose as a part of the County Road System; and,

WHEREAS, upon such declaration and certification, the rights of the public in and to said road or portion thereof as a public road ceases; and,

WHEREAS, in the opinion of the Board of Commissioners, a portion of Bulah Drive (aka Beulah Drive) in McCulley Subdivision highlighted and hatched in blue on the attached Exhibit “A” serves no substantial public purpose such that the same should be declared abandoned for public purposes; and

WHEREAS, no part of the affected portion of said road is located within any municipality or state highway system;

NOW, THEREFORE, let notice of this Resolution be given to the public and to affected property owners as required by law. Notice shall include publication once a week for two (2) consecutive weeks in The Daily Citizen News, the legal organ for publication of Sheriff's notice in Whitfield County, Georgia, said citation to notify all persons that at the regular meeting of The Board of Commissioners of Whitfield County, Georgia, scheduled for the 10th day of June, 2024 at the Courthouse in Dalton, Georgia, that any interested party show cause why said road or portion thereof should not be declared closed for public purposes and abandoned as a section of the County

road system such that the rights of the public in and to said road or portion thereof as a public road shall cease.

Resolved this _____ day of May, 2024.

BOARD OF COMMISSIONERS OF
WHITFIELD COUNTY, GEORGIA

Jevin S. Jensen, Chairman

Barry W. Robbins, Vice-Chairman

Robby Staten

John Thomas

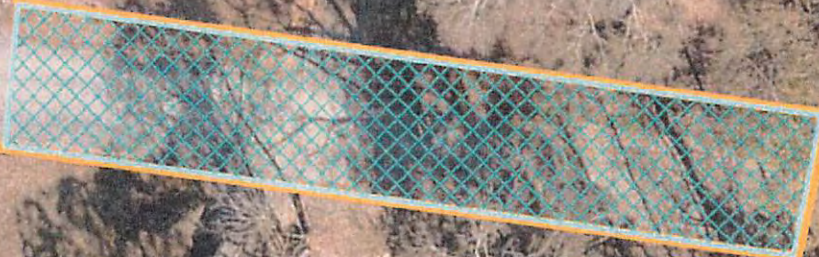
Greg Jones

EXHIBIT "A"

Gail DR

Parcel 12-126-02-128

Beulah DR



Parcel 12-126-02-072

EXHIBIT "A"

Agenda Item

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



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

Meeting Date: June 10, 2024
Subject: April 2024 Financial Statements - Unaudited
Department: Finance
In Budget Amount: Operating- Capital-
Expenditure Line Item #
Not in Budget Amount:
Funding Source:
Date needed: June 10, 2024

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

Attached are the April 2024 Financial Statements for your review and approval.

NOTES:

*Local Option Sales Tax (LOST) collections:

- > April collections of \$1,379,105 were 8.05% more than budgeted collections of \$1,276,363.
- > This was 10.66% more than March collections of \$1,246,296.
- > YTD collections of \$5,056,252 were 6.66% greater than PY collections of \$4,740,389 for the same time frame.

*TAVT collections:

- > April collections of \$571,019 were 7.88% more than March collections of \$529,300.
- > YTD collections of \$1,975,081 were 7.03% greater than PY collections of \$1,845,336 for the same time frame.

*YTD actual revenues of \$13,239,874 were more than projected revenues of \$13,127,013 by \$112,861 or .86%.

*YTD actual expenditures of \$19,304,966 were less than projected expenditures of \$19,485,849 by \$180,883 or down by .93%.

Actual April 30 ending fund balance = \$29,436,279

Suggested Motion:

Accept the April 2024 Financial Statements as presented.

Request Made By: Debbie Godfrey

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Whitfield County, Georgia
General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Unaudited
Year to Date Totals as of April 30, 2024
With Comparative Totals for 2023

	2024				2023
	<u>Amended Budget</u>	<u>Year to Date Projected</u>	<u>Year to Date Actual</u>	<u>Variance/ Available Budget</u>	<u>Year to Date Actual</u>
REVENUES					
Accrued Taxes	\$ 42,406,816	\$ 8,476,418	\$ 8,536,244	\$ 59,826	\$ 8,118,135
Licenses and Permits	926,300	362,100	318,592	(43,508)	825,740
Intergovernmental Revenue	6,704,282	1,414,460	1,414,493	33	1,277,627
Charges for Services	3,289,726	979,952	923,485	(56,467)	1,371,729
Fines and Forfeitures	996,000	332,000	363,227	31,227	345,568
Investment Income	1,300,000	433,333	509,539	76,206	380,774
Contributions - Private Sources	10,000	10,000	36,510	26,510	15,350
Miscellaneous	1,488,200	472,973	492,007	19,034	428,917
Other Financing Sources	1,930,000	645,777	645,777	-	642,439
	<u>59,051,324</u>	<u>13,127,013</u>	<u>13,239,874</u>	<u>112,861</u>	<u>13,406,278</u>
EXPENDITURES					
General Government	\$ 11,619,752	\$ 3,937,593	\$ 3,843,135	\$ 94,457	\$ 3,421,104
Judicial	7,859,885	2,619,962	2,584,338	\$ 35,624	2,263,910
Public Safety	23,332,595	7,845,009	7,794,440	\$ 50,569	7,096,588
Public Works	8,336,439	2,276,843	2,458,022	\$ (181,179)	1,773,442
Health and Welfare	953,616	340,195	346,861	\$ (6,666)	280,387
Culture and Recreation	2,979,363	993,121	993,025	\$ 96	901,133
Housing and Development	3,153,291	938,028	750,047	\$ 187,981	694,619
Debt Service	563,682	-	-	-	-
Other Financing Uses	1,605,293	535,099	535,098	-	230,418
	<u>60,403,916</u>	<u>19,485,849</u>	<u>19,304,966</u>	<u>180,881</u>	<u>16,661,602</u>
EXCESS OF REVENUES OVER EXPENDITURES	\$ (1,352,592)	\$ (6,358,836)	\$ (6,065,092)	\$ 293,743	\$ (3,255,324)
UNASSIGNED FUND BALANCE, BEGINNING AS PREVIOUSLY REPORTED	<u>35,501,371</u>	<u>35,501,371</u>	<u>35,501,371</u>	<u>34,148,779</u>	<u>32,824,930</u>
RESIDUAL EQUITY AND OTHER TRANSFERS IN	-	-	-	-	-
UNASSIGNED FUND BALANCE, YEAR TO DATE		<u>\$ 29,142,535</u>	<u>\$ 29,436,279</u>		<u>\$ 29,569,606</u>
UNASSIGNED FUND BALANCE, END OF YEAR	<u>\$ 34,148,779</u>			<u>\$ 34,442,522</u>	<u>\$ 35,501,371</u>
Days of Reserve	206		178	208	274

Whitfield County, GA
General Fund Revenue Variance Explanation - Unaudited
Year to Date as of April 30, 2024

<u>Revenue Category</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Explanation</u>
<u>Taxes</u>		
	95,774	Property taxes - TAVT
	(49,198)	LOST collections
	(12,073)	Alcoholic beverage taxes
	<u>25,323</u>	Net of all others
	59,826	Taxes Total
<u>Licenses</u>		
	(62,156)	Building Permits
	<u>18,648</u>	Net of all others
	(43,508)	Licenses Total
<u>Intergovernmental</u>		
	-	Federal, US Treasury PILOT pymts (to be received in early 2024)
	<u>33</u>	Net of all others
	33	Intergovernmental Total
<u>Charges for Services</u>		
	14,760	Clerk of Court
	4,653	Bond Administration
	21,165	Board of Elections and Registrar
	(21,252)	State of GA - Inmate Housing
	(8,723)	Smaller Cities - Inmate Housing
	(61,083)	Recreation activity fees
	<u>(5,987)</u>	Net of all others
	(56,467)	Charges for Services Total
<u>Fines and Forfeitures</u>		
	<u>31,227</u>	Court fines
	31,227	Fines and Forfeitures Total
<u>Investment Income</u>		
	<u>76,206</u>	Investment income
	76,206	Investment Income Total
<u>Contributions</u>		
	<u>26,510</u>	Contributions
	26,510	Contributions total
<u>Miscellaneous</u>		
	<u>19,034</u>	Timing of billings and collections
	19,034	Miscellaneous Total
<u>Other</u>		
	-	Op Transfers In - Other
	<u>-</u>	Other Total
	<u>112,861</u>	Total Favorable (Unfavorable) Variance

Whitfield County, GA
General Fund Expenditure Variance Explanation - Unaudited
Year to Date as of April 30, 2024

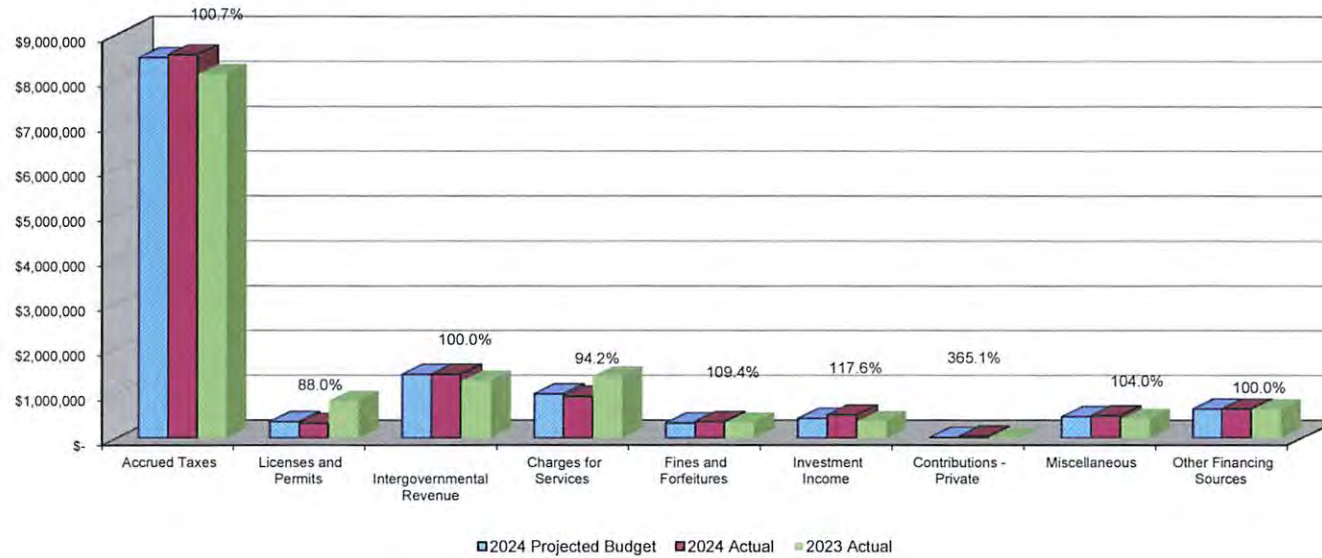
Expenditure Function	Variance Favorable (Unfavorable)	Explanation
<u>General Government</u>		
BOC	(27,706)	WF Lease & Utilities are prepaid
Attorney Fees	(9,869)	Increased legal activity
IT	(44,379)	Training & Small Equipment
Tax Assessor	86,750	Large contracts and fees to be paid later in 2024
Public Relations	(6,602)	Whitfield County App not included in original budget
Others	96,266	No individual dept. with a greater than 5% budget variance.
	94,460	General Government Total
<u>Judicial</u>		
Court Admin	(81,569)	Translator (encumbered for full yr.), lg no. of transcripts, high traverse jury fees
DA	(65,409)	Prosecuting Attorneys' Council (encumbered for full yr.)
Magistrate Court	(77,865)	Software Maint/Support paid/encumbered for full yr.
Juvenile Court	(75,466)	Indigent Def Contract & Guardians Ad Litem are encumbered for full yr.
Others	335,929	No individual dept. with a greater than 5% budget variance.
	35,620	Judicial Total
<u>Public Safety</u>		
Emerg. Management	13,209	Motorola Service Renewal (annual)
Others	37,359	No individual dept. with a greater than 5% budget variance.
	50,568	Public Safety Total
<u>Public Works</u>		
Others	(181,179)	No individual dept. with a greater than 5% budget variance.
	(181,179)	Public Works Total
<u>Health & Welfare</u>		
Family & Children Services	(53,333)	Pmts encumbered for full yr.
Health Department	(166,667)	Pmts encumbered for full yr.
Others	213,333	No individual dept. with a greater than 5% budget variance.
	(6,667)	Health & Welfare Total
<u>Culture & Recreation</u>		
Library	(416,667)	Pmts encumbered for full yr.
Others	416,763	No individual dept. with a greater than 5% budget variance.
	96	Culture & Recreation Total
<u>Housing & Development</u>		
Dalton/Whitfield CDC	(53,333)	Pmts encumbered for full yr.
County Planner	(32,000)	Pmts encumbered for full yr.
Believe Greater Dalton/Thrive	(30,000)	Pmts encumbered for full yr.
NW GA Trade & Conv Center Authority	(218,439)	Pmts encumbered for full yr.
Others	521,752	No individual dept. with a greater than 5% budget variance.
	187,980	Housing & Development Total
<u>Debt Service</u>		
	-	-
		Debt Service Total
<u>Other Uses</u>		
	-	-
		Other Uses Total
	180,877	Total Favorable (Unfavorable) Variance

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

Whitfield County, Georgia
General Fund Schedule of Revenues - Unaudited
Year to Date Totals as of April 30, 2024
With Comparative Totals for 2023

	2024						2023	
	Amended Budget	Current Month	Year to Date Projected	Year to Date Actual	Variance Favorable (Unfavorable)	Percentage Collected	Current Month	Year to Date Actual
TAXES								
Property taxes - M&O	\$ 19,229,445			\$ -	-	0.00%		
Property tax-M&O Delinquent	711,181	295,923	711,181	711,181	-	100.00%	104,737	810,128
Property tax-Title Ad Valorem Tax	5,637,920	571,019	1,879,307	1,975,081	95,774	35.03%	534,151	1,845,336
Property taxes - Other (Timber, Vehicle, Misc)	303,422	64,874	303,422	303,422	-	100.00%	50,843	349,395
Real Estate transfer taxes	130,000	9,882	43,333	40,988	(2,345)	31.53%	7,397	33,514
Franchise taxes	450,000	74,560	74,560	74,560	(0)	16.57%		
Local Option Sales Taxes	15,318,350	1,379,105	5,105,450	5,058,252	(49,198)	33.01%	1,156,896	4,740,389
Alcoholic beverage taxes	404,000	34,370	134,667	122,594	(12,073)	30.35%	32,821	120,758
Insurance premium taxes	-	-	-	-	-	N/A		
Financial institutional licenses	118,000	-	118,000	145,667	27,667	123.45%		124,893
Penalties, interest, Fees - Tax Collection	108,498	34,837	108,498	108,498	-	100.00%	21,215	93,722
Total - Taxes	42,408,816	2,484,670	8,476,418	8,536,244	59,826	20.13%	1,907,661	6,118,135
LICENSES AND PERMITS								
Alcoholic beverage licenses	80,000	750	80,000	92,225	12,225	115.28%	5,000	81,850
Zoning/Planning	36,000	6,254	12,000	19,829	7,829	55.08%	4,485	16,168
Land Disturbing Permit	9,000	505	3,000	852	(2,148)	8.47%	75	514
Raffle, Solicitation, Pawn Shop & Recycler Permits	1,300	(100)	433	1,175	742	90.38%	(100)	1,175
Building Permits	800,000	58,095	266,667	204,510	(62,156)	25.56%	41,379	726,033
Total - Licenses and permits	926,300	65,504	382,100	318,592	(43,508)	34.39%	50,839	825,740
INTERGOVERNMENTAL REVENUE								
Federal/State MPO	405,584	-	-	-	-	0.00%		
Federal - Indirect (CJCC & Other)	337,398	-	8,200	8,200	-	2.43%	(5,501)	(5,501)
Federal - Indirect (SCAAP)	-	-	-	-	-	N/A		
U.S. Treasury (Payment in lieu of property taxes)	494,000	-	145,960	145,960	0	29.55%		134,888
DW Solid Waste Authority	2,500,000	-	-	-	-	0.00%		
Dalton Utilities	-	-	-	-	-	N/A		
State Grant - LMIG	1,248,300	-	1,248,300	1,248,333	33	100.00%		1,142,240
State Grant - Homeowner Tax Relief	-	-	-	-	-	N/A		
Other	1,719,000	-	12,000	12,000	-	0.70%	3,118	6,000
Total - Intergovernmental Revenue	6,704,282	-	1,414,460	1,414,493	33	21.10%	(2,383)	1,277,627
CHARGES FOR SERVICES								
Clerk of Court	97,000	12,426	32,333	47,093	14,760	48.55%	7,744	31,574
Probate Court	200,000	19,078	66,667	65,451	(1,215)	32.73%	17,852	79,916
Magistrate Court	240,000	19,994	80,000	78,129	(1,871)	32.55%	18,265	76,496
Bond Administration	35,000	4,200	11,667	16,320	4,653	46.63%	3,760	17,100
Recording Fees	301,000	22,696	100,333	85,717	(14,617)	28.48%	20,870	94,357
Motor Vehicle Tag Collection Fees	250,000	22,591	83,333	92,679	9,346	37.07%	19,506	92,442
Board of Elections and Registrar	14,500	-	4,833	25,999	21,165	179.30%		
Commission on Tax Collections	990,000	49,642	202,440	202,440	-	20.45%	35,112	580,488
Sheriff - Fingerprinting Fees	1,500	(22)	500	374	(126)	24.92%	155	801
City of Dalton	95,500	-	31,833	30,267	(1,567)	31.69%	23,986	39,619
City of Dalton - Inmate Housing	94,000	3,821	31,333	29,003	(2,331)	30.85%	7,502	19,217
State of Georgia - Inmate Housing	80,000	3,900	26,667	5,415	(21,252)	6.77%	2,715	9,945
City of T. Hill, Varnell, & Cohutta - Inmate Housing	36,500	882	12,167	3,443	(8,723)	9.43%	3,735	11,401
Federal - Inmate Housing	2,000	-	667	-	(667)	0.00%		1,395
Jail Construction - Staffing	140,000	9,229	48,667	53,052	6,385	37.89%	14,826	62,814
Public Works - Driveways/Jobs	70,000	14,308	34,270	34,270	-	48.96%	5,445	19,843
State D.O.T.	-	-	-	-	-	N/A		
Animal Control	10,000	1,480	3,333	2,250	(1,083)	22.50%		2,005
Clerk of Superior Court	8,600	664	2,867	2,791	(76)	32.45%	600	2,693
Recreation Activity Fees	354,000	31,682	118,000	56,917	(61,083)	16.08%	47,194	113,897
Other	270,126	19,167	90,042	91,877	1,835	34.01%	43,021	115,727
Total - Charges for services	3,289,726	235,718	979,952	923,485	(56,467)	28.07%	272,087	1,371,729
FINES AND FORFEITURES								
Clerk of Superior Court	321,000	42,064	107,000	134,696	27,696	41.96%	34,380	120,663
Magistrate Court	60,000	2,352	20,000	20,318	318	33.66%	2,405	17,476
Probate Court	600,000	50,624	200,000	202,387	2,387	33.73%	45,818	203,456
Juvenile Court	15,000	1,469	5,000	5,827	827	38.84%	1,965	3,973
Total - Fines and forfeitures	996,000	96,509	332,000	363,227	31,227	36.47%	84,568	345,568
INVESTMENT INCOME								
Interest	1,300,000	114,746	433,333	509,539	76,206	39.20%	111,842	380,774
Total - Investment income	1,300,000	114,746	433,333	509,539	76,206	39.20%	111,842	380,774
CONTRIBUTIONS - PRIVATE SOURCES								
Contributions - Private	10,000	3,500	10,000	36,510	26,510	365.10%	12,550	15,350
Total - Contributions - Private Sources	10,000	3,500	10,000	36,510	26,510	365.10%	12,550	15,350
MISCELLANEOUS REVENUE								
Contributions - Friends of Greenhouse	-	910	-	-	-	N/A	910	1,820
Rent U.S. Government	5,400	-	1,800	1,820	20	33.70%		
W.C. Board of Education	500,000	57,253	170,080	170,080	-	34.01%	49,252	146,021
Murray County Board of Comm.	396,000	42,078	124,012	124,012	-	31.32%	32,777	106,178
State of Georgia - Other	135,000	-	26,500	26,500	-	19.63%	26,500	26,500
Other Not Classified	451,800	53,716	150,600	169,614	19,014	37.54%	30,796	148,397
Total - Miscellaneous Revenue	1,488,200	153,958	472,973	492,007	19,034	33.06%	140,235	428,917
OTHER FINANCING SOURCES								
Sale of General Fixed Assets	-	-	33,781	33,781	-	N/A	20,200	39,817
Operating Transfer In	1,930,000	150,000	611,996	611,996	-	31.71%	144,470	602,622
Total - Other Financing Sources	1,930,000	150,000	645,777	645,777	-	33.46%	164,670	642,439
TOTAL REVENUES	\$ 59,051,324	\$ 3,284,605	\$ 13,127,013	\$ 13,239,874	\$ 112,861	22.42%	\$ 2,742,069	\$ 13,406,278

General Fund Revenue by Source
April 2024
Projected Budget vs. Actual - with 2023 Comparisons



	2024 Projected Budget	2024 Actual	%	2023 Actual
Accrued Taxes	\$ 8,476,418	\$ 8,536,244	100.7%	\$ 8,118,135
Licenses and Permits	362,100	318,592	88.0%	825,740
Intergovernmental Revenue	1,414,460	1,414,493	100.0%	1,277,627
Charges for Services	979,952	923,485	94.2%	1,371,729
Fines and Forfeitures	332,000	363,227	109.4%	345,568
Investment Income	433,333	509,539	117.6%	380,774
Contributions - Private	10,000	36,510	365.1%	15,350
Miscellaneous	472,973	492,007	104.0%	428,917
Other Financing Sources	645,777	645,777	100.0%	642,439
	\$13,127,013	\$13,239,874	100.9%	\$13,406,278

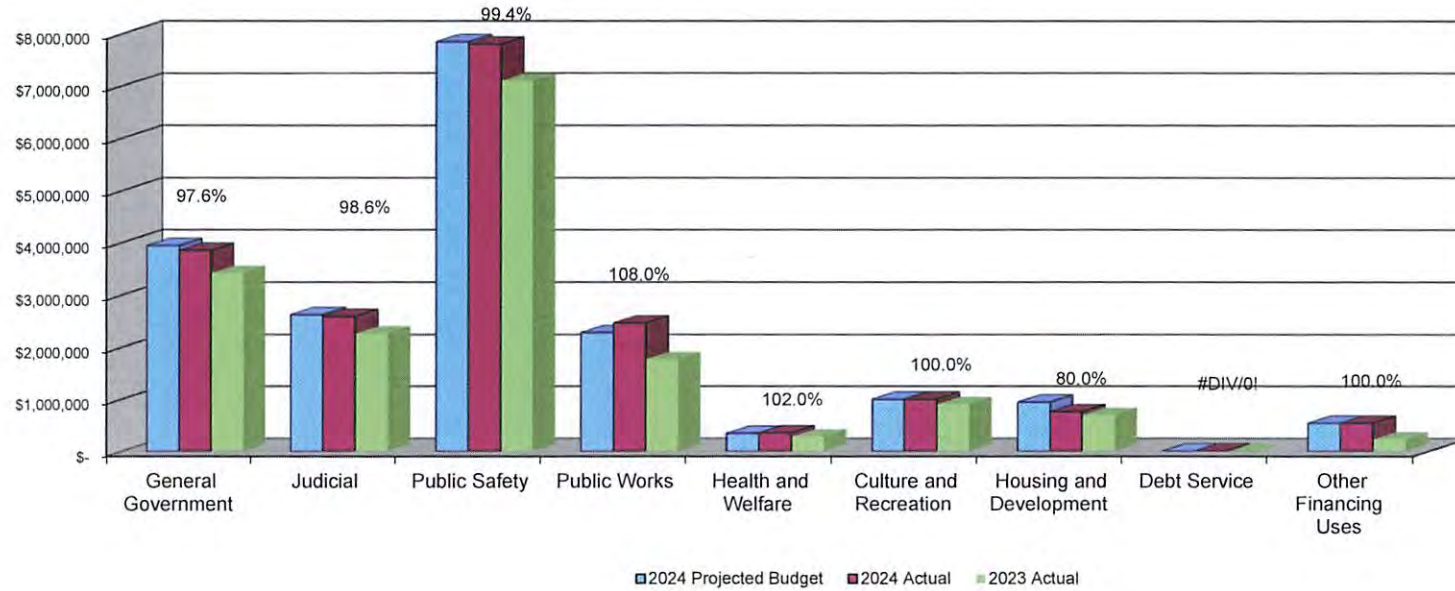
Whitfield County, Georgia
General Fund Schedule of Expenditures by Department - Unaudited
Year to Date Totals as of April 30, 2024
With Comparative Totals for 2023

		2024						2023		
		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	\$ 982,620	\$ 66,163	\$ 396,794	\$ 423,645	\$ 855	\$ 558,120	43.20%	\$ 230,349	\$ 496,370
400	Board of Elections and Registrar	689,989	40,393	257,375	234,791	223	454,976	34.06%	26,900	157,727
510	Finance & Accounting	754,646	57,099	251,549	235,126		519,520	31.16%	64,045	214,829
520	General Administration (Contingency)	-	-	-	-		-	N/A		
530	Law	144,554	18,758	48,185	58,054		86,500	40.16%		35,985
535	Information Technologies	1,018,857	119,969	339,619	375,379	8,620	634,859	37.69%	134,882	425,283
540	Human Resources	498,180	65,762	152,727	172,851	7,063	318,267	36.11%	87,550	170,304
545	Tax Commissioner	2,029,826	143,669	676,609	683,811	7,933	1,338,082	34.08%	182,243	593,857
550	Tax Assessor	2,320,050	210,845	773,350	684,155	2,446	1,633,449	29.59%	124,669	495,831
551	Board of Equalization	19,581	428	6,527	5,106		14,475	26.08%	428	1,726
555	Risk Management	839,244	64,729	279,748	266,965		572,279	31.81%	58,848	248,686
560	Audit	56,872	(998)	-	(3,993)		60,865	-7.02%		
565	Buildings & Grounds	2,095,283	150,376	698,428	607,987	57,990	1,429,306	31.78%	130,343	524,000
570	Communications	103,143	11,678	34,381	40,983		62,160	39.73%	7,713	30,387
595	General Administration Fees	66,908	5,430	22,303	21,718		45,190	32.46%	6,530	26,120
	Indirect Cost Allocation	-	-	-	-		-	N/A		
1	Total - General Government	11,619,752	954,300	3,937,593	3,808,577	85,127	7,728,047	33.49%	1,054,498	3,421,104
JUDICIAL										
100	Judicial Administration	743,959	63,701	247,986	262,250	67,305	414,404	44.30%	50,515	231,087
151	Judge Morris	51,919	6,023	17,306	17,061		34,858	32.86%	4,671	15,811
152	Judge Poston	51,919	4,654	17,306	13,731	754	37,434	27.90%	1,968	6,054
153	Judge Wilbanks	55,419	3,861	18,473	16,763	1,764	36,891	33.43%	6,919	17,291
154	Judge Minter	55,419	4,445	18,473	17,344	590	37,485	32.36%	4,672	17,068
155	Drug Court	-	-	-	-		-	N/A		
180	Clerk of Superior Court	1,121,660	86,977	373,887	348,542	1,285	771,833	31.19%	76,603	305,646
200	District Attorney	1,356,419	104,853	452,140	405,329	112,218	838,872	38.16%	124,462	463,219
400	Magistrate Court	1,263,907	159,063	421,302	474,989	24,178	764,740	39.49%	97,736	380,896
450	Probate Court	706,461	52,823	235,487	220,728	1,559	484,174	31.46%	46,866	187,333
600	Juvenile Court	1,299,932	101,247	433,311	409,512	99,265	791,155	39.14%	74,356	353,386
800	Public Defender	1,152,871	91,859	384,290	375,444	159	777,268	32.58%	66,813	286,118
2	Total - Judicial	7,859,885	679,606	2,619,962	2,561,692	309,078	4,989,115	36.52%	555,680	2,263,910
PUBLIC SAFETY										
300	Sheriff	10,100,581	816,507	3,366,860	3,320,424	128,651	6,651,507	34.15%	768,267	3,143,523
326	Correctional Facility	12,101,750	1,028,448	4,033,917	3,933,391	224,919	7,943,439	34.36%	1,056,227	3,655,241
500	Fire Department	-	-	-	-		-	N/A		
600	Emergency Medical Services	250,000	20,833	83,333	83,333	166,667	-	100.00%		83,333
700	Coroner	129,658	9,225	43,219	35,182	1,500	92,976	28.29%	7,525	31,409
910	Animal Shelter	323,249	29,441	107,750	103,381	6,292	213,596	33.92%	22,677	90,099
920	Emergency Management	427,357	32,745	209,930	192,658	4,063	230,636	46.03%	20,428	92,983
290	American Red Cross	-	-	-	-		-	N/A		
3	Total - Public Safety	23,332,696	1,937,199	7,845,009	7,668,349	532,092	15,132,155	36.16%	1,875,123	7,096,688
PUBLIC WORKS										
200	Public Works	8,336,439	698,582	2,276,843	2,346,565	716,666	5,273,209	36.75%	567,305	1,773,442
530	Solid Waste Disposal	-	-	-	-		-	N/A		
970	Payments to Varnell/Cohutta/Tunnel Hi	-	-	-	-		-	N/A		
4	Total - Public Works	8,336,439	698,582	2,276,843	2,346,565	716,666	5,273,209	36.75%	567,305	1,773,442
HEALTH AND WELFARE										
000	Health Department	250,000	20,833	83,333	83,333	166,667	-	100.00%		83,333
110	Family Supp Council / Greenhouse Adv	64,800	1,650	44,933	51,800	13,200	-	100.00%		10,000
441	Family and Children Services	80,000	6,667	26,667	26,667	53,333	-	100.00%		26,667
446	GA Dept. of Veterans Service	984	-	984	984	-	-	100.00%		984
452	Indigent Funeral Expense	10,000	450	3,333	6,500		3,500	65.00%	900	1,800
520	Senior Citizens	542,832	42,863	180,944	170,514	2,262	370,055	31.83%	40,123	157,603
590	Payments to Others	5,000	-	5,000	5,000		-	N/A		
5	Total - Health and Welfare	953,616	72,463	340,195	344,598	235,462	373,555	60.83%	41,023	280,387
CULTURE AND RECREATION										
120	Parks & Recreation Department	2,354,363	211,087	784,788	747,058	34,013	1,573,292	33.18%	227,478	701,133
223	Capital_Property	-	-	-	4,377		(4,377)	#DIV/0!		
510	Dalton Regional Library	625,000	52,083	208,333	208,333	416,667	-	100.00%		200,000
6	Total - Culture and Recreation	2,979,363	263,170	993,121	959,769	450,680	1,568,914	47.34%	227,478	901,133
HOUSING AND DEVELOPMENT										
130	County Extension Service	172,409	6,816	57,470	22,340	4,174	145,894	15.38%	29,424	41,438
140	State Forestry Service	7,875	656	2,625	2,625		5,250	33.33%	656	2,625
220	Inspection & Enforcement	589,161	41,111	196,387	172,261	993	415,907	29.41%	37,991	157,607
310	Dalton/Whitfield CDC	80,000	6,667	26,667	26,667	53,333	-	0.00%		26,667
324	Condemned Hsqg Demo	25,000	-	8,333	3,055		21,945	12.22%		
410	County Planner	48,000	4,000	16,000	16,000	32,000	-	100.00%	7,186	34,062
420	MPO	535,353	12,900	178,451	52,437		482,916	9.79%	10,615	42,757
430	Community Development	203,930	15,434	67,977	58,229		145,701	28.55%		
450	County Engineer Office	814,193	58,068	271,398	239,320	16,228	558,645	31.39%	76,546	276,742
520	Believe Greater Dalton/Thrive	45,000	3,750	15,000	15,000	30,000	-	100.00%		15,000
5408	NW GA Trade & Conv. Center Authorit	632,370	23,319	97,721	129,607	186,553	316,210	50.00%		97,721
7	Total - Housing and Development	3,153,291	172,721	938,028	737,541	323,282	2,092,468	33.64%	182,418	694,819

Whitfield County, Georgia
General Fund Schedule of Expenditures by Department - Unaudited
Year to Date Totals as of April 30, 2024
With Comparative Totals for 2023

		2024						2023		
		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	563,682		-			563,682	0.00%		
	Interest Expense			-			-	#DIV/0!		
	TAN's	-		-			-	0.00%		
8	Total - Debt Service	563,682	-	-	-	-	563,682	0.00%	-	-
OTHER FINANCING USES										
	Greenhouse	-			-		-	N/A		
Use	E-911 Center	1,363,337	113,611	454,446	454,446		908,891	33.33%	9,755	39,021
Detail	Whitfield Transit Grant	-		-			-	#DIV/0!	16,019	64,076
	Capital Projects	190,000	15,833	63,333	63,333		126,667	33.33%	27,501	110,003
	JDA Project Fund	51,956	4,330	17,319	17,319		34,637	33.33%	4,330	17,319
	Fund 211, 237, 252	-		-			-	N/A		
9	Total - Other Financing Uses	1,605,293	133,774	535,099	535,098	-	1,070,195	33.33%	57,605	230,418
TOTAL EXPENDITURES		\$60,403,916	\$4,911,716	\$19,485,849	\$18,960,188	\$2,652,387	\$38,791,341	35.78%	\$4,541,030	\$16,661,602

General Fund Expenditures by Category
April 2024
Projected Budget vs. Actual - with 2023 Comparisons



	2024 Projected Budget	2024 Actual	%	2023 Actual
General Government	\$ 3,937,593	\$ 3,843,135	97.6%	\$ 3,421,104
Judicial	2,619,962	2,584,338	98.6%	2,263,910
Public Safety	7,845,009	7,794,440	99.4%	7,096,588
Public Works	2,276,843	2,458,022	108.0%	1,773,442
Health and Welfare	340,195	346,861	102.0%	280,387
Culture and Recreation	993,121	993,025	100.0%	901,133
Housing and Development	938,028	750,047	80.0%	694,619
Debt Service	-	-	#DIV/0!	-
Other Financing Uses	535,099	535,098	100.0%	230,418
	19,485,849	19,304,966	99.1%	16,661,602

**RESOLUTION OF THE WHITFIELD COUNTY
BOARD OF COMMISSIONERS AMENDING THE
SUBDIVISION REGULATIONS**

Ordinance 2024- _____

WHEREAS, the Whitfield County Board of Commissioners originally adopted the *Subdivision Regulations* on or about September 24, 2001; and

WHEREAS, the Whitfield County Board of Commissioners has, from time to time, amended said ordinance in order to protect the health, welfare, and safety of the public; and

WHEREAS, the Whitfield County Board of Commissioners finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public; and

WHEREAS, it is the desire of the Whitfield County Board of Commissioners to promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and the Cities of Dalton, Tunnel Hill and Varnell and the Town of Cohutta*; and

WHEREAS, it is the belief of the Whitfield County Board of Commissioners that in so doing, it protects the health, welfare, and safety of the public;

NOW, THEREFORE, BE IT RESOLVED by the Whitfield County Board of Commissioners that the *Subdivision Regulations*, otherwise known as **Chapter 15** of the Code of Ordinances of Whitfield County, Georgia, be amended by eliminating the lot size exception in the GA zoning district for family members, by allowing the family easement exemption for parcels only within the GA and SA zoning districts, and for other purposes.

BE IT ORDAINED by the Board of Commissioners of Whitfield County and by the authority of same, **IT IS HEREBY ORDAINED** as follows:

1. Delete Section 15-21(2)(a) in its entirety.
2. Delete Section 15-34(10)(c)(10) in its entirety and replace with the following:

10. Such family easement exemption shall be allowed only in the SA and GA zoning districts (as set forth in the Unified Zoning Ordinance).
3. These amendments shall become effective immediately following enactment by the Board of Commissioners of Whitfield County, Georgia, the public health, safety, and welfare requiring it.
4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
5. It is hereby declared to be the intention of the Board of Commissioners of Whitfield County that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any section, paragraph, sentence, clause, or phrase shall be declared

unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases herein.

SO ORDAINED, this _____ day of _____, 2024.

Jevin S. Jensen, Chairman

Barry W. Robbins, Vice Chairman

Greg Jones

Robby Staten

John Thomas

Attest:

Blanca Cardona, Whitfield County Clerk

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

MEMORANDUM

TO: City of Dalton Mayor and Council
Andrew Parker
Jonathan Bledsoe
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: May 2, 2024

SUBJECT: The request of the City of Varnell Mayor and Council, and City of Dalton Mayor and Council to amend the Unified Zoning Ordinance text.

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on April 22, 2024, at 6:00 p.m. at the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Jean Price-Garland.

Public Hearing Summary:

Ms. Price-Garland summarized the proposed text amendments and recommended the UZO text amendments be approved. There were no further questions for Garland.

With no other comments heard for or against, this hearing closed at approximately 6:34 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested UZO text amendments. **Jody McClurg then made a motion to recommend the UZO text amendments be approved. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the UZO text amendments followed, 4-0.**

**ORDINANCE OF THE WHITFIELD COUNTY
BOARD OF COMMISSIONERS AMENDING THE
UNIFIED ZONING ORDINANCE**

Ordinance 2024- _____

WHEREAS, the Whitfield County Board of Commissioners adopted the *Unified Zoning Ordinance* on or about August 15, 2015; and

WHEREAS, the Whitfield County Board of Commissioners has, from time to time, amended said ordinance in order to protect the health, welfare, and safety of the public; and

WHEREAS, the Whitfield County Board of Commissioners finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public; and

WHEREAS, it is the desire of the Whitfield County Board of Commissioners to promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell*; and

WHEREAS, it is the belief of the Whitfield County Board of Commissioners that in so doing, it protects the health, welfare, and safety of the public;

NOW, THEREFORE, BE IT RESOLVED by the Whitfield County Board of Commissioners that the *Unified Zoning Ordinance*, otherwise known as **Appendix A** of the Code of Ordinances of Whitfield County, Georgia, be amended by amending Section 4-5-1, to require a Preliminary Site Plan when requesting C-1A zoning; by amending Section 4-6-5, to reference the Georgia Cemetery Act; by amending Article VI to revise parking standards; by amending Section 12-1-3, regarding the number of term appointments allowed for the members of the Unified Board of Zoning Appeals; by amending Appendix A to revise the fee for Storm Water Management Plan Review; to amend the Permitted Use Table to add M-1 and M-2 as allowed zoning districts for “Bank or Financial Institution, Full Service,” “Church,” and “Event Center;” and for other purposes.

BE IT ORDAINED by the Board of Commissioners of Whitfield County and by the authority of same, **IT IS HEREBY ORDAINED** as follows:

1. Delete the first sentence of Section 4-5-1 in its entirety and replace with the following:

4-5-1 Preliminary Site Plan. For all parcels which seek rezoning or annexation to R-6, R-7, C-1A, MU, PUD, or U-PUD for a proposed use or which require a Special Use for a proposed use, a Preliminary Site Plan, as described herein, shall be submitted with such application unless specifically waived, in whole or in part, in the sole discretion of the Zoning Administrator.

2. Delete Section 4-6-5 in its entirety and replace with the following:

4-6-5 Cemeteries, not including governmentally-owned cemeteries, fraternal cemeteries, church or synagogue cemeteries, or family burial plots, are allowed in the GA, SA, R-1, R-2, R-5, and C-2 districts, shall have minimum site areas of twenty-five (25) acres, and shall otherwise fully comply with the Georgia Cemetery and Funeral Services Act of 2000, as amended. Churches and synagogues, and fraternal organizations may operate cemeteries

as an accessory use, wherever the principal use is allowed, but only if a minimum site area of five (5) additional acres is available for the cemetery. A minimum site area is not required for a columbarium as an accessory use where the principal use is allowed. In all zoning districts, family burial plots shall be allowed as an accessory use to a residential dwelling upon lots or parcels containing five (5) acres or more.

3. Delete Article VI in its entirety and replace with the following: (as fully shown beginning on page 4)
4. Delete Section 12-1-3 in its entirety and replace with the following:

12-1-3 A member of the Board may be appointed to any number of consecutive or non-consecutive terms by the applicable Governing Authority.

5. Amend Appendix A entitled “Permit, Application, and Other Land Development Fees for Whitfield County” by deleting the Fee description shown for Storm Water Management Plan Review and replacing with the following:

Based upon Project Type/Size, as referenced in Storm Water Plan Review Fee Schedule

6. Amend the Permitted Use Table to show “Bank or Financial Institution, Full Service” and “Church” and “Event Center” to be allowed outright in the M-1 and M-2 zoning districts.
7. These amendments shall become effective immediately following enactment by the Board of Commissioners of Whitfield County, Georgia, the public health, safety, and welfare requiring it.
8. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
9. It is hereby declared to be the intention of the Board of Commissioners of Whitfield County that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any section, paragraph, sentence, clause, or phrase shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases herein.

SO ORDAINED, this ____ day of _____, 2024.

Jevin S. Jensen, Chairman

Barry W. Robbins, Vice Chairman

Greg Jones

Robby Staten

John Thomas
Attest:

Blanca Cardona, Whitfield County Clerk

Article VI – Parking and Loading Standards

- 6-1 Intent. The intent of this Article is to provide regulations to foster safe and efficient circulation of vehicles and pedestrians, both upon private and public streets and roads.
- 6-2 Off-Street Automobile Parking. Off-street automobile parking shall be provided upon every lot on which any of the uses referenced in this Article are established, except within the C-3, Central Business District. Such automobile parking shall be provided with vehicular access to a public or private road, street, or alley and shall be equal in area to at least the minimum requirements for the specific uses, as set forth in Chart 6-7 below.

All off-street automobile parking, except for single-family residential uses, shall be arranged so that vehicles will not be required to back onto a public street, road, or highway when leaving the premises. Each required off-street parking space and/or loading berth shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient access to a public or private street or road.

6-2-1 On Same Lot. Except as otherwise provided herein, all off-street parking shall be provided upon the same lot or parcel as the use or uses served.

6-2-2 Common Off-Street Parking Areas. Two (2) or more principal uses may utilize a common parking area to comply with off-street requirements, provided that the total number of individual spaces available within such common area is not less than the sum of the spaces required for the individual uses. The owner of said lot or parcel shall forfeit all development rights therein until such time as adequate parking space is provided elsewhere.

6-2-3 Required Off-Street Parking Spaces on Other Property. If the required off-street parking spaces cannot reasonably be provided upon the same lot or parcel upon which the principal use is located, such spaces may be provided upon other off-street property lying not more than three hundred (300) feet from the principal use. In this circumstance, the applicant shall record a valid easement or similar legal instrument, duly executed and acknowledged, citing the permanent availability of such off-street parking spaces to serve the principal use.

6-2-4 Whenever there is a change in the principal use or occupancy, the resultant off-street parking required for the use or occupancy change shall comply with the minimum standards for such new use, as set forth in this Article.

- 6-3 Commercial Parking. All off-street parking areas intending to serve any use other than residential single family attached or detached dwellings, including ingress and egress, shall be graded to ensure proper drainage, surfaced with concrete, asphaltic material, or porous pavers, and maintained in a clean, orderly condition.

All off-street commercial parking facilities, whether public or private, shall meet the following requirements:

6-3-1 Size. Off-street parking spaces shall be striped and shall provide a rectangular parking area at least eight and one-half (8 ½) feet in width and at least eighteen (18) feet in length (regardless of the angle of the space to the access aisle). Such spaces shall have a vertical clearance of not less than seven (7) feet. See Section 6-5-3 for the size of a compact car parking space.

6-3-2 Parking Layout.

- (a) The layout of parking spaces may be arranged parallel, perpendicular, or diagonal to the aisles. Minimum standards for aisle widths shall be one-way, twelve (12) feet; two-way, twenty-four (24) feet.
- (a) If a development shall include a drive-in window or pick-up station, the stacking lane(s) shall be clearly delineated and such addition shall be at least ten (10) feet wide. The number of automobiles allowed in the stacking lane(s) may be counted toward the overall minimum required number of parking spaces as set forth in Chart 6-7.
- (b) If a development shall include one (1) or more fuel pumps, each pump location may be counted toward the overall minimum required number of parking spaces, as set forth in Chart 6-7.
- (c) Fire Lanes. Where required by the local Fire Chief and/or Fire Code Official, fire apparatus access roads shall be marked and/or posted in accordance with the regulations as set forth in the International Fire Code, currently adopted edition, with Georgia amendments.

6-3-3 Landscaping Standards. The owners of commercial parking lots shall be required to landscape with trees and shrubs to reduce the visual impact of glare, headlights, and parking lot lights from the public right-of-way and from adjoining properties. See City of Dalton Landscaping Ordinance for additional requirements for parking lots within the city of Dalton.

6-4 Residential Parking. All parking areas serving single-family detached or attached dwellings shall conform to the following additional requirements:

- (a) If garages or carports become converted to living area, then the off-street parking requirements shall be met elsewhere upon the lot or parcel.
- (b) At no time shall parked or stored camping or recreational vehicles be occupied or used for living, sleeping, or housekeeping purposes, with the following exception:
 - (i) Under certain specific circumstances, as defined in Whitfield County Code Section 5-128, the Chief Building Official may issue a temporary RV permit for parcels within unincorporated Whitfield County.

- (c) No commercial vehicle, as licensed by the State with gross vehicle weight (GVW) exceeding eleven thousand (11,000) pounds or which shall have three (3) or more axles, shall be allowed to park in the R-1, R-2, R-3, R-4, R-5, R-6, or R-7 residential zone district.
- (d) Commercial vehicles, licensed by the State, buses, and/or recreational vehicles shall not be allowed to park overnight upon the street within a residential district, but shall be permitted to park temporarily to make delivery or pickup of goods or to perform work at the residence.

6-5 Off-Street Parking Requirements for Uses. The minimum number of required off-street parking spaces for each use is set forth in Chart 6-7. For uses not specifically listed, the off-street parking requirements shall be those of the most similar use. The Zoning Administrator and Chief Building Official, in their sole discretion, shall determine the proper required maximum number of spaces by classifying the use among the uses specified.

6-5-1 Handicapped Parking. Parking for the handicapped within a multi-family or non-residential district shall be provided at a size, number, and location in accordance with the requirements of the Georgia Handicapped Accessibility Code and/or the Americans With Disabilities Act.

6-5-2 Parking reduction. In lieu of the specific standards set forth in Chart 6-7, up to a twenty-five percent (25%) reduction in the total required minimum number of parking spaces may be allowed, in the sole discretion of the Chief Building Official, if presented with a detailed parking study prepared by a Design Professional that evaluates site-specific circumstances and demand or documented evidence relative to the uses or combination of uses that are proposed on-site. The Board of Zoning Appeals shall determine all other variance requests related to any reduction.

6-5-3 Compact Cars. In the sole discretion of the Chief Building Official, up to ten percent (10%) of the total required minimum number of parking spaces may be sized for compact cars. The compact car parking space shall be striped and provide a rectangular parking area at least eight (8) feet in width and at least sixteen (16) feet in length (regardless of the angle of the space to the access aisle.)

6-6 General Regulations for Off-Street Loading/Unloading.

Areas proposed for loading and unloading motor vehicles in off-street locations shall be provided at the time of the initial construction of any building or structure used, or proposed to be used, for commercial, industrial, manufacturing, hospital, institutional, hotel/motel or multifamily residential purposes in any zoning district. Such off-street loading areas shall have adjacent access to a public road or street and shall be provided and maintained in accordance with the following requirements, the computation of which shall not be included in the off-street parking requirements.

- 6-6-1 Loading spaces provided. Any such business or use shall provide adequate off-street facilities for the loading and unloading of merchandise, supplies, goods, freight, provisions or furnishings within or adjacent to the structure. Such loading facilities, if provided, shall not obstruct freedom of vehicular traffic or pedestrian movement upon the public streets and/or sidewalks.
- 6-6-2 Location of off-street loading areas. Off-street loading and unloading areas shall be located upon the same lot or parcel as the structure they are intended to serve. In no case shall the off-street loading space be considered as part of the area provided to satisfy off-street parking requirements set forth herein.
- 6-6-3 Adequacy of loading area. All such uses shall provide off-street loading areas sufficient for their requirements. Such space shall be considered adequate if no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley or way.
- 6-6-4 Truck loading on public streets restricted. The loading or unloading of business merchandise, supplies, goods or freight within a street right-of-way shall be prohibited in all zoning districts.

**RESOLUTION OF THE WHITFIELD COUNTY
BOARD OF COMMISSIONERS AMENDING THE
SUBDIVISION REGULATIONS**

Ordinance 2024- _____

WHEREAS, the Whitfield County Board of Commissioners originally adopted the *Subdivision Regulations* on or about September 24, 2001; and

WHEREAS, the Whitfield County Board of Commissioners has, from time to time, amended said ordinance in order to protect the health, welfare, and safety of the public; and

WHEREAS, the Whitfield County Board of Commissioners finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public; and

WHEREAS, it is the desire of the Whitfield County Board of Commissioners to promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and the Cities of Dalton, Tunnel Hill and Varnell and the Town of Cohutta*; and

WHEREAS, it is the belief of the Whitfield County Board of Commissioners that in so doing, it protects the health, welfare, and safety of the public;

NOW, THEREFORE, BE IT RESOLVED by the Whitfield County Board of Commissioners that the *Subdivision Regulations*, otherwise known as **Chapter 15** of the Code of Ordinances of Whitfield County, Georgia, be amended by redefining major and minor subdivisions, and for other purposes.

BE IT ORDAINED by the Board of Commissioners of Whitfield County and by the authority of same, **IT IS HEREBY ORDAINED** as follows:

1. Delete Section 15-21 in its entirety and replace with the following:

Sec. 15-21. Required subdivision submittals.

(1) ***Subdivision***: Any division of a tract or parcel of land into two (2) or more lots, building sites, mobile home sites, or other divisions for the purpose, whether immediate or future, of sale, legacy or building development, including any division of land involving a new street or a change in existing streets, including resubdivision and, where appropriate to the context, relating to the process of subdividing or to the land or area subdivided provided, however, that the following are not included into this definition:

a. The sale or exchange of parcels of land between separate or common owners of adjoining properties, provided that additional lots are not thereby created, and that the lots created are in accordance with the provisions herein.

(2) ***Subdivision, major***: Any subdivision which does not meet the definition of minor subdivision, below. Major subdivisions are processed in multiple steps including preliminary plat approval, approval of construction plans with the development of a new public or private road, and final plat approval.

- (3) ***Subdivision, minor:*** A subdivision of five (5) or fewer lots, which does not require the construction of a new road for the purpose of lawful access thereto.

Because minor subdivisions do not involve the construction of a new public or private road, they are processed administratively as final plat applications that do not require preliminary plat approval. Any improvements to an existing public road abutting the lot or parcel proposed for minor subdivision, or the installation of utilities along said existing public road, shall be completed according to plans and permit requirements of the Whitfield County Code of Ordinances, but said requirements shall not subject the minor subdivision to the requirements for a major subdivision.

3.1. Limitations on minor subdivisions.

3.1.1. Purpose. Minor subdivisions provide certain advantages, such as a shorter application process and less public scrutiny, that tend to favor their use over the filing of major subdivision applications. Given these advantages, the prospect exists that subdividers may seek to divide a parcel via consecutive and/or contiguous minor subdivisions instead of filing for a major subdivision. It is the intent of the board of commissioners to prohibit the practice of "chain" subdivisions where the same or substantially related land owner subdivides land and then files minor subdivision applications on common contiguous parcels. It is also the intent of the board of commissioners to prohibit minor subdivisions adjacent to each other in cases where part of an original tract of land is now owned by another person or entity and was transferred or sold to another owner with the apparent intent to circumvent the major subdivision process.

3.1.2. Common contiguous parcels shown on minor subdivision plats. Contiguous common parcels, as defined by this appendix, shall be referenced on all applications for minor subdivisions, and contiguous common parcels shall be considered part of any application for minor subdivision, for purposes of determining whether or not the division of land proposed is a major subdivision or a minor subdivision. Common contiguous parcels shall not be counted as lots in the case of a minor subdivision.

3.1.3. Limitations. Land within a minor subdivision, including all contiguous parcels owned by the subdivider, shall not be further divided unless a preliminary plat application is filed and approved as a major subdivision pursuant to the requirements of this appendix. If property proposed to be subdivided was part of an original tract, and if the property proposed to be subdivided abuts land that has been divided as a minor subdivision, then minor subdivision of said property shall be prohibited. This provision shall not be construed to prohibit the approval of two (2) contiguous minor subdivisions under separate arm's length ownership; however, this provision is intended to be construed broadly so that one (1) property owner does not develop a minor subdivision on part of an original tract and transfer or sell another part of the original tract for the purposes of a minor subdivision. It is the intent that land abutting a minor subdivision that was owned by the subdivider of the abutting

minor subdivision shall not be subdivided as a minor subdivision regardless of ownership.

2. These amendments shall become effective immediately following enactment by the Board of Commissioners of Whitfield County, Georgia, the public health, safety, and welfare requiring it.
3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. It is hereby declared to be the intention of the Board of Commissioners of Whitfield County that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any section, paragraph, sentence, clause, or phrase shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases herein.

SO ORDAINED, this _____ day of _____, 2024.

Jevin S. Jensen, Chairman

Barry W. Robbins, Vice Chairman

Greg Jones

Robby Staten

John Thomas

Attest:

Blanca Cardona, Whitfield County Clerk

**RESOLUTION OF THE WHITFIELD COUNTY
BOARD OF COMMISSIONERS AMENDING
CHAPTER 5 ARTICLE IV
SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL**

Ordinance 2024- _____

WHEREAS, the Whitfield County Board of Commissioners originally adopted the *Soil Erosion, Sedimentation and Pollution Control Ordinance* on or about December 12, 2016; and

WHEREAS, the Whitfield County Board of Commissioners has, from time to time, amended said ordinance in order to protect the health, welfare, and safety of the public; and

WHEREAS, the Whitfield County Board of Commissioners finds such amendments to be useful, necessary, and proper, and protective of the health, welfare, and safety of the public; and

WHEREAS, it is the desire of the Whitfield County Board of Commissioners to promote the goals, objectives, and policies of the *Joint Comprehensive Plan for Whitfield County and the Cities of Dalton, Tunnel Hill and Varnell and the Town of Cohutta*; and

WHEREAS, it is the belief of the Whitfield County Board of Commissioners that in so doing, it protects the health, welfare, and safety of the public;

NOW, THEREFORE, BE IT RESOLVED by the Whitfield County Board of Commissioners that the *Soil Erosion, Sedimentation and Pollution Control Ordinance*, otherwise known as **Chapter 5, Article IV** of the Code of Ordinances of Whitfield County, Georgia, be amended by adding an exemption for certain minor subdivisions, and for other purposes.

BE IT ORDAINED by the Board of Commissioners of Whitfield County and by the authority of same, **IT IS HEREBY ORDAINED** as follows:

1. Add a new Section 5-72(12) to read as follows:

Minor Subdivisions, as defined in Section 15-21(3) of the Whitfield County Subdivision Regulations, may not be considered larger plans of common development, and may be exempt from land disturbance permits when all of the following requirements are met:

- (1) All proposed structures within the minor subdivision are one or two-family dwellings;
- (2) The minor subdivision contains not more than five (5) lots;
- (3) The land disturbing activity within the entire minor subdivision is less than one (1) acre; for any lot 10,000 square feet or less, it shall be presumed the entire lot will undergo land disturbing activity during any development;
- (4) No portion of the minor subdivision is within one (1) linear mile upstream of and within the same watershed as, any portion of an Impaired Stream Segment as defined by Georgia EPD.

Said Minor Subdivisions must submit a typical Best Management Practices (BMP) plan prior to any land disturbance occurring, which must be used on lots during construction. All parcels subdivided with this exemption may not be further subdivided utilizing this exemption.

2. These amendments shall become effective immediately following enactment by the Board of Commissioners of Whitfield County, Georgia, the public health, safety, and welfare requiring it.
3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
4. It is hereby declared to be the intention of the Board of Commissioners of Whitfield County that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any section, paragraph, sentence, clause, or phrase shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases herein.

SO ORDAINED, this ____ day of _____, 2024.

Jevin S. Jensen, Chairman

Barry W. Robbins, Vice Chairman

Greg Jones

Robby Staten

John Thomas

Attest:

Blanca Cardona, Whitfield County Clerk

Agenda Item

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

Meeting Date: June 10, 2024
Subject: Re-appointment for Board of Zoning Appeals
Department: Planning & Zoning
In Budget Amount: Operating- _____ Capital- _____
Expenditure Line Item # _____
Not in Budget Amount: _____
Funding Source: _____

Date needed: August 1, 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.

Talli Williams is currently serving the final one year remainder of Debbie Peppers term on the Unified Board of Zoning Appeals. That term expires August 2024. Talli is willing to serve a full 5-year term if re-appointed by the BOC.

Suggested Motion:

Re-appoint Talli Williams to a full 5-year term on the Unified Board of Zoning Appeals beginning August 2024.

Request Made By: Jean Garland

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of the _____ of _____, 2024, by and between **Jerry Cook as Personal Representative of the Estate of Nella Ruth Cook** ("Seller"), and **Whitfield County, Georgia, a political subdivision of the State of Georgia** ("Purchaser"),

WITNESSETH:

For and in consideration of the mutual agreements and covenants contained herein, the parties hereto do hereby agree as follows:

1. **Purchase and Sale.** Subject to and upon the terms and conditions herein provided, Purchaser shall buy from Seller, and Seller shall sell and convey to Purchaser, the real property (the "Property") described as follows, to wit:

That 4.36 acre tract of land lying and being in Land Lots 161 and 162 of the 27th District and 3rd Section of Whitfield County, Georgia, being a portion of Tract III shown in Assent to Devise to Nella Ruth Cook of record in Deed Book 4967, Page 275 and 276 in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, being that tract of land having property lines deleted in the color blue on the attached Exhibit "A" hereto. Prior to closing, Purchaser shall cause a survey of the Property to be prepared by a Georgia Registered Land Surveyor and delivered to Seller. The conveyance of the Property by Seller to Purchaser shall be in accordance with the plat of survey (the "Plat"). The Plat shall become a part of this Agreement without the necessity of any further action by any of the parties hereto and the legal description of the Property as shown on the Plat shall replace and supersede the description of the Property contained within this instrument.

Said Property is bounded on the north and east by property of Whitfield County, Georgia, on the south by property of Nella Ruth Cook and on the west by the right of way of Mount Vernon Road; and said property is presently designated as a portion of Tax Parcel No. 27-161-03-000.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") shall be Twenty-Two Thousand Five Hundred Dollars (\$25,500.00) per acre resulting in a Purchase Price of One Hundred Eleven Thousand One Hundred Eighty Dollars (\$111,180.00) for the 4.36 acre Property. The Purchase Price, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller on the Closing Date, as hereinafter defined by a bank check, cashier's check or closing attorney's check (in either case drawn upon a national bank) or by wired federal funds. Five Thousand Dollars (\$5,000) Earnest Money has been paid to Seller by Purchaser simultaneously with the execution of this instrument which shall be applied to the purchase price upon closing of the Property.

3. **Closing.** The closing of the purchase and sale of the Property contemplated hereunder (the "Closing") shall be held on or before June 30, 2024 at the office of McCamy,

Phillips, Tuggle & Fordham, LLC, 411 West Crawford Street, Dalton, GA 30720. On the Closing Date, the purchase and sale contemplated hereunder shall take place as follows, subject to all the terms and conditions of this Agreement:

(a) Seller shall execute and deliver to Purchaser a general warranty deed conveying good and marketable fee simple title to the Property. As used in this Agreement, the phrase "good and marketable fee simple title" shall mean such title as is insurable by Commonwealth Land Title Insurance Company, under its standard form of owner's policy of title insurance, at its standard rates, subject only to the following (the "Permitted Exceptions"): (i) the standard exclusions set forth therein (other than the survey exception); (ii) easements for the maintenance of public utilities serving the Property which do not interfere with the use of the Property; (iii) the lien of taxes not yet due and payable; and (iv) zoning ordinances affecting the Property.

(b) Seller shall surrender possession of the Property to the Purchaser subject only to those matters described or referenced in the preceding paragraph.

(c) Seller shall deliver to Purchaser (i) an affidavit, sworn by Seller concerning the absence of boundary line disputes on the Property, the possession of the Property by Seller, improvements or repairs made on the Property within ninety-five (95) days of the Closing Date, the absence of legal proceedings against Seller, and such other matters as the Title Insurer may reasonably require and (ii) such other documents as the Title Insurer may reasonably require.

(d) Seller shall deliver to Purchaser the following: (i) a certificate, in such reasonable detail as Purchaser shall require, to the effect that the representations and warranties set forth in Paragraph 5 herein are true and correct as of the Closing Date.

(e) Seller shall assign to Purchaser any unexpired warranties and guaranties in effect as of the Closing Date with respect to any part of the Property or any improvements or personal property or equipment, if applicable, then on the Property and being conveyed to Purchaser in connection herewith and shall deliver to Purchaser the originals of such warranties and guaranties, if applicable.

(f) Purchaser shall pay the Purchase Price to Seller in accordance with Paragraph 2 of this Agreement.

(g) All state and county ad valorem taxes levied or imposed upon or assessed against the Property for the calendar year during which the Closing Date occurs shall be prorated as of the Closing Date. If the actual taxes for said calendar year are not known on the Closing Date, the proration shall be based upon the actual taxes for the immediately preceding calendar year, and Purchaser and Seller shall adjust the proration at such time as the actual taxes for the calendar year during which the Closing Date occurs are billed.

(h) Seller shall pay Seller's attorney's fees, if any. Purchaser shall pay for recording fees, title examination and insurance, if any, and Purchaser's attorney's fees.

4. **Exchange Option.** INTENTIONALLY DELETED

5. **Seller's Representations and Warranties.** Seller hereby expressly represents and warrants to Purchaser that:

(a) Seller is the sole owner in fee simple of the Property, and Seller has full right, power and authority to enter into this Agreement and to execute and deliver all documents required to be executed and delivered by Seller herein.

(b) There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or relating to or affecting all or any part of the Property, nor does Seller know or have reasonable grounds to know of any basis for any such action.

(c) Seller has no knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect any of the Property.

(d) Seller has received no notice of any violation of zoning and/or building laws, statutes, ordinances, orders, or requirements affecting the Property from the State of Georgia or any subdivision, agency, or department thereof.

(e) The use of the Property has been and will at the time of the Closing be in compliance with all applicable laws and regulations.

(f) The Property has never been used for the "treatment", "storage", or "disposal" of any "hazardous waste", as such terms are defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. ("RCRA").

(g) There has been no "release" on the Property of a "hazardous substance", as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq.

(h) There is no "underground storage tank", as such term is defined in RCRA, located on or at the Property.

6. **Survey.** INTENTIONALLY DELETED

7. **Title Examination and Objections.** Purchaser shall cause title to the Property to be examined and furnished to Seller notice in writing of any objections thereto prior to May 30, 2024. Should the title examination by Purchaser reveal any objection to Seller's title, other than Permitted Exceptions, Seller shall have fifteen (15) days after notice thereof from Purchaser in which to cure all such objections. If Seller shall fail to cure any such objection within said period, Purchaser may either: (a) accept the Property with such remaining objections after deducting from the Purchase Price the cost of curing such objections; or (b) terminate this Agreement. Purchaser may elect (a) or (b) above by written notice to Seller within five (5) days following the end of the period set forth above for the curing by Seller of such objections.

8. **Inspection by Purchaser.** Prior to May 30, 2024, or any earlier date on which this Agreement is terminated pursuant to the terms and conditions hereof, Purchaser and Purchaser's agents shall have the right to enter the Property at reasonable times for the purposes of inspecting the Property and making such surveys, soil tests, engineering studies and other investigations and inspections as Purchaser may reasonably desire to assess the characteristics and condition of the Property. Such activities of Purchaser on the Property shall not damage the Property in any material manner, and Purchaser shall indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs and expenses (including attorney's fees) suffered, incurred or sustained by Seller as a direct result of the entry by Purchaser or Purchaser's agents and designees onto the Property or the activities of such parties on the Property (except to the extent caused by the negligence or misconduct of Seller or its employees or agents). In the

event Purchaser is not satisfied with the results of such investigations and inspections, Purchaser may terminate this Agreement by written notice to Seller.

9. **Condemnation.** In the event of the institution of any proceedings involving a proposed taking of all or any part of the Property by eminent domain (or voluntary conveyance in lieu thereof) prior to the Closing, Seller shall promptly notify Purchaser in writing and Purchaser may, at its option, terminate this Agreement by giving written notice to Seller prior to the Closing. Should Purchaser elect not to terminate this Agreement, then the Purchase Price shall be reduced by the total of any awards or proceeds actually received by Seller on or before the Closing Date with respect to any taking, and Seller shall assign to Purchaser at the Closing all rights of Seller in and to any other awards or proceeds to which Seller may be entitled by reason of any taking.

10. **Damage to the Property.** Prior to the Closing, the risk of loss from casualty is assumed by Seller. In the event the Property is substantially damaged by casualty prior to the Closing, Seller shall promptly notify Purchaser in writing and Purchaser may, at its option, terminate this Agreement by giving written notice to Seller prior to the Closing. Should Purchaser elect not to terminate this Agreement, then the Purchase Price shall be reduced by the total of any insurance proceeds received or damages recovered by Seller on or before the Closing Date with respect to such casualty, and Seller shall assign to Purchaser at the Closing all rights of Seller in and to any other proceeds or damages to which Seller may be entitled by reason of such casualty.

11. **Conditions Precedent.** Each party's obligation to consummate the transaction contemplated hereunder shall be conditioned upon (a) performance and compliance in all material respects by the other party of the obligations herein to be performed by it prior to or at the Closing; (b) the representations and warranties of the other party made herein being true and correct as of the Closing Date; and (c) fulfillment of any other conditions set forth in this Agreement.

12. **Remedies.**
(a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Purchaser hereunder, Seller shall be entitled to Five Hundred Dollars (\$500.00) as full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser hereunder will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that such liquidated damages are not intended as a penalty, but as full liquidated damages in the event of Purchaser's default and as consideration for Seller's taking the Property off the market during the term of this Agreement. The right of Seller to receive liquidated damages shall be the sole and exclusive remedy of Seller hereunder; provided, however, that the foregoing liquidated damages shall not apply to any liability which Purchaser may have under the indemnities set forth in Paragraphs 8 and 15 of this Agreement.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller hereunder, Purchaser may exercise such rights and remedies as may be provided for or allowed by law or in equity.

(c) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to an election by Purchaser to terminate this Agreement or any other circumstances or conditions which do not constitute a default by either Seller or Purchaser hereunder, then all rights and obligations of the parties hereunder shall expire and this Agreement shall become null and void; provided, however, that any liability or obligation which Purchaser and Seller may have under the indemnities set forth in Paragraphs 8 and 15 of this Agreement shall survive any termination of this Agreement.

13. **Indemnification.** Seller shall indemnify and hold harmless Purchaser from and against all claims, damages, expenses, liabilities, actions, or causes of action of any kind or nature arising from breaches of Seller's representations, warranties or covenants hereunder or from acts or failures to act occurring, or conditions existing, during Seller's ownership of the Property. Purchaser shall indemnify and hold harmless Seller from and against all claims, damages, expenses, liabilities, actions, or causes of action of any kind or nature arising from breaches of Purchaser's representations, warranties, or covenants hereunder or from acts or failures to act occurring, or conditions arising, during Purchaser's ownership of the Property.

14. **Parties.** This Agreement shall be binding upon and enforceable against and shall inure to the benefit of Purchaser and Seller and their respective legal representatives, successors and assigns. Purchaser may assign this Agreement, in whole, without the prior written approval of Seller; provided, however, that any assignee shall assume all of the duties, obligations and liabilities of Purchaser under this Agreement. In the event of any such assignment, Purchaser shall not be relieved of its duties and obligations hereunder until the Closing of the purchase and sale of the Property contemplated by this Agreement.

15. **Broker and Commission.** All negotiations relative to this Agreement and the transaction contemplated hereby have been conducted by and between Seller and Purchaser without the intervention of any person as agent or broker. Seller and Purchaser shall each indemnify and hold the other harmless from and against all claims, demands, and actions of all brokers, agents and other intermediaries alleging any dealings, negotiations, or communications with the indemnifying party in connection with this Agreement or the sale of the Property.

16. **Entire Agreement; Modification.** All exhibits attached hereto and referred to herein are hereby incorporated into this Agreement by reference. This Agreement supersedes all prior discussions and agreements among Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Purchaser with respect to the transaction contemplated hereby. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

17. **Further Documentation.** Seller will at the Closing or thereafter, upon request of Purchaser, execute and deliver such further instruments as are necessary or appropriate with respect to the consummation of the transaction contemplated herein.

18. **Survival.** The representations and warranties set forth in Paragraph 5 of this Agreement and the indemnities set forth in Paragraphs 8, 13, and 15 of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date.

19. **Applicable Law.** This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Georgia.

20. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21. **Drafting of Documentation.** Neither party shall be placed at any disadvantage in the construction of this instrument or any document resulting from the agreement of the parties reflected in this instrument by virtue of being deemed to have been the drafter or preparer of this instrument or such document or any provision thereof.

22. **Time.** Time is and shall be of the essence of this Agreement.

23. **Captions.** The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. **Notice.** All notices hereunder shall be in writing. Any such notice shall be effective upon delivery, if personally delivered, or seven (7) days after mailing, if mailed by certified mail, return receipt requested, with all postage prepaid, to the address for the recipient party set forth below or to such other address as such party has theretofore furnished in writing to the party sending such notice.

(A) If to Purchaser, to: Whitfield County, Georgia
Attn: Jevin Jensen
Chairman, Board of Commissioners
P. O. Box 248
Dalton, GA 30722

with copy to: Robert H. Smalley, III
County Attorney
P. O. Box 1105
Dalton, GA 30722-1105

(B) If to Seller, to: Nella Ruth Cook
1595 Mount Vernon Road
Rocky Face, GA 30740



Measurement Result

4.36 Acres

EXHIBIT A

enable snapping

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: May 29, 2024

SUBJECT: The request of Rigoberto Barragan to rezone from Low-Density Single Family Residential (R-2) to General Agricultural (GA) a tract of land totaling 19.64 acres located at 213 E. Broadacre Road, NE, Dalton, Georgia. Parcel (11-312-07-000)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 28, 2024, 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 Rigoberto Barragan.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended approval of the GA rezoning. There were no further questions for Calhoun.

Rigoberto Barragan stated that he planned to build his family's dream house on the subject property. Jody McClurg asked Barragan if they intended to keep the existing dwelling on the subject property in addition to their new home, which Barragan affirmed.

With no other comments being heard for or against, the hearing closed at 6:08

Recommendation:

Chairman Lidderdale sought a motion on the requested GA rezoning. **Eric Barr then made a motion to recommend approval of the GA rezoning. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the GA rezoning followed, 5-0.**

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: May 29, 2024

SUBJECT: The request of Marco Sanchez to rezone from Rural Residential (R-5) to Neighborhood Commercial (C-1) a tract of land totaling 0.25 acres located at 100 Downing Street, Dalton, Georgia. Parcel (12-243-01-050)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 28, 2024, 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 Marco Sanchez.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the C-1 rezoning be approved. There were no further questions for Calhoun.

Marco Sanchez stated that he would like to utilize the existing office building for a new business. Commissioner Robbins asked Sanchez if there was an existing business on the subject property to which Sanchez stated there was not. Sanchez stated that the proposed company would be a barbershop.

With no other comments heard for or against, this hearing closed at approximately 6:11 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested C-1 rezoning. **Octavio Perez then made a motion to recommend approval of the C-1 rezoning. David Pennington then seconded the motion and a unanimous recommendation to approve the C-1 rezoning followed, 5-0.**

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: May 29, 2024

SUBJECT: The request of DixiBrix, LLC to rezone from General Commercial (C-2) to Heavy Manufacturing (M-2) a tract of land totaling 46.368 acres located at 265 SW Carbondale Road, Dalton, Georgia. Parcels (13-173-04-000 and 13-173-37-000)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 28, 2024, 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 Christiane Bard.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the M-2 rezoning be approved. There were no further questions for Calhoun.

Christiane Bard, stated that the proposal would be for a rezoning to allow for a broader mix of potential uses with the petitioner's intent to construct a large speculative building. Bard and her associate displayed images of the proposed building design with the plan to construct approximately 600-700 square feet of warehousing or industrial building area. Bard noted the intent to build to the east of the subject property near I-75 and further away from any of the adjacent residential properties. Octavio Perez asked Bard how many potential tenants they expect to market to. Bard stated that the petitioner's intent is to market the subject property and the proposed building to a single tenant. Chairman Lidderdale asked Bard if the proposed manufacturing operation would be a large consumer of water and sewer or if water and sewer needs would be mostly for employee operations. Bard replied that the ideal tenant would not need any additional capacity for water and sewer than already exists at this location.

Elizabeth Pullian, a neighbor, stated her opposition to the proposed rezoning based on her concern for traffic safety along Carbondale Road resulting from additional trip generation from the proposed development. Pullian also noted her concern about the impact of the nearby church. Pullian then stated concern regarding the potential for noise, air, and water pollution affecting the surrounding community. Pullian made note of a petition stating that over 200 members of the surrounding community signed in opposition to the proposed rezoning.

Charles Acree stated that he was not strictly opposed to the proposed rezoning, but Acree noted his concern regarding the speculative and uncertain plan for the development of the subject property. Acree made note of his multi-generational family property consisting of over 86 acres adjacent to the subject property. Acree stated his family's intent to develop their adjacent property for single-family detached housing. Acree stated that a more specific site plan and identifiable developer of the subject property would be preferable.

Bard rebutted by stating that the petitioner could already develop the subject property with a large commercial building of similar character to that of manufacturing. Bard noted the comparable traffic generation of commercial to manufacturing. Commissioner Thomas asked Bard if the petitioner would develop the subject

property if the property remains zoned C-2. Bard stated the petitioner would develop the subject property if it remains C-2.

With no other comments heard for or against, this hearing closed at approximately 6:42 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested M-2 rezoning. Octavio Perez noted the concern regarding a lack of specific use for the subject property and made reference to a recent speculative zoning request that was denied. Chris Shifflett confirmed with Calhoun that a decision would have to be made regarding approval or denial and that a denial would result in a 12-month hiatus on any zoning action regarding the subject property. Jody McClurg noted the existing commercial zone district and similar impacts related to impacts on the neighboring properties such as traffic. **Jody McClurg then made a motion to recommend the M-2 rezoning be approved. Octavio Perez then seconded the motion and a unanimous recommendation to approve the M-2 rezoning followed, 5-0.**

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: May 29, 2024

SUBJECT: The request of 115 Wooten, LLC to rezone from General Commercial (C-2) to Rural Residential (R-5) a tract of land totaling 1.16 acres located at 115 Wooten Drive, Dalton, Georgia. Parcel (12-214-06-003)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on May 28, 2024, 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 Burnett.

Public Hearing Summary:

Mr. Calhoun summarized the staff analysis which recommended the R-5 rezoning be approved. There were no further questions for Calhoun.

Jason Burnett stated that the need for rezoning arose from the petitioner's desire to ensure the residential dwellings. Burnett stated that they may divide the subject property such that each dwelling would occupy an individual lot in order to sell.

With no other comments heard for or against, this hearing closed at approximately 6:46 pm.

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **David Pennington then made a motion to recommend the R-5 rezoning be approved. Chris Shiflett then seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 5-0.**

ANNALEE SAMS
MAYOR

DENNIS MOCK
NICKY LAMA
TYREE GOODLETT
STEVE FARROW

BERNADETTE CHATTAM, CMC
CITY CLERK

COUNCIL MEMBERS



May 30, 2024

TO: Matthew Daniel, Fire Department -
Cliff Cason, Police Department
Jonathan Bledsoe, The Minor Firm
Chad Townsend, Public Works Department
John Thomas, Dalton Utilities
Ethan Calhoun, NWGRC

FROM: Annalee Sams
Mayor, City of Dalton

Please review this **Annexation** request and submit your comments within seven days to the City of Dalton City Clerk's Office.

NAME: Alejandro Martinez Lopez & Nayeli Alvarez

STREET ADDRESS: 1218 Frazier Dr.

AMOUNT OF ACREAGE: .172

PARCEL NUMBERS: 12-179-02-

PLAT ATTACHED: YES X NO

ZONING CLASSIFICATION: R-3



ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Alejandro Martinez Lopez + Nayeli Alvarez
APPLICANT ADDRESS:	1218 Frazier Dr.
CITY, STATE & ZIP:	Dalton GA 30721
TELEPHONE NUMBER:	

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1218 Frazier Dr. Dalton GA 30721
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	Spence
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	Lot # 16 Land lot: 179 District: 12 Section: 3
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	

- PROPOSED ZONING CLASSIFICATION Residential R-3
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 0.172
- TAX MAP NUMBER/PARCEL NUMBER 12-179-02-
- HOUSING UNITS 1

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS

1

(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)

2

(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.

2

(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.

2

(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.

1

(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.

☐ CAUCASIAN ☒ 4 LATINO

☐ AFRICAN AMERICAN ☐ OTHER

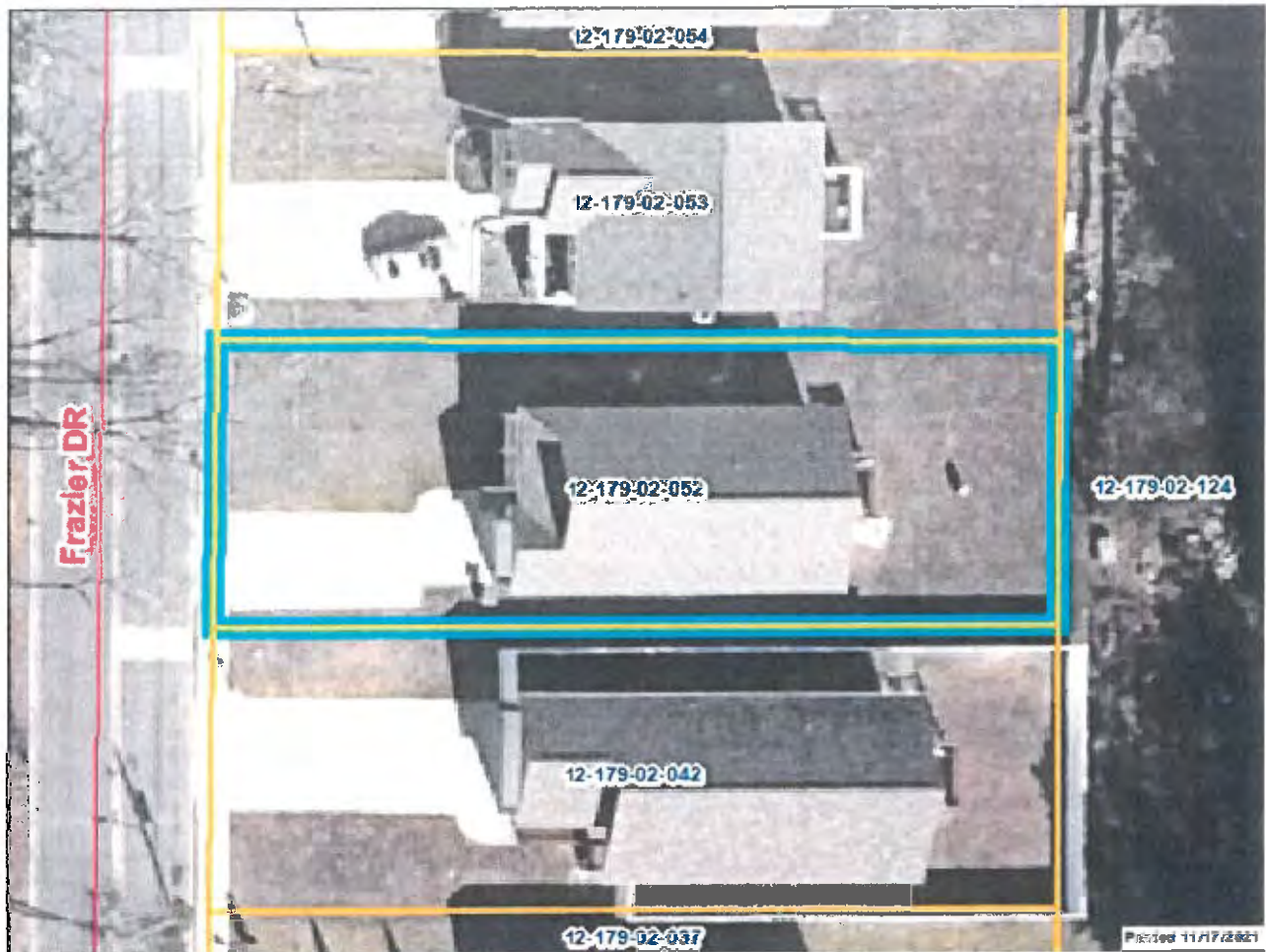
(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.

2

Alejandro Martinez Lopez
SIGNATURE OF APPLICANT(S)

01-23-24
DATE

Nayeli Alvarez De Martinez
01-23-24



For the current GIS map of this parcel, click on the [Quickmap](#) to launch the interactive map viewer

Tax Commissioner Information

Before making payment verify the amount due with the Tax Commissioner's office at 706-275-7510

Tax Bill Recipient	LOPEZ ALEJANDRO MARTINEZ & FLOREZ NAYEL	Legal Description	0.17A LL179-12 (LT16 E-1095)
Year	2023	Sale Date	
Parcel Number	12-179-02-052	Taxes Due	1147.73
Bill	222312	Taxes Due Date	12/20/2023
Exemption Type	S1	Taxes Paid	1147.73
Account No.	7087212	Taxes Paid Date	12/7/2023 4:53:04 PM
Millage Rate	0	Current Due	0
Fair Market Value	163987	Back Taxes	0
Assessed Value	65595	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

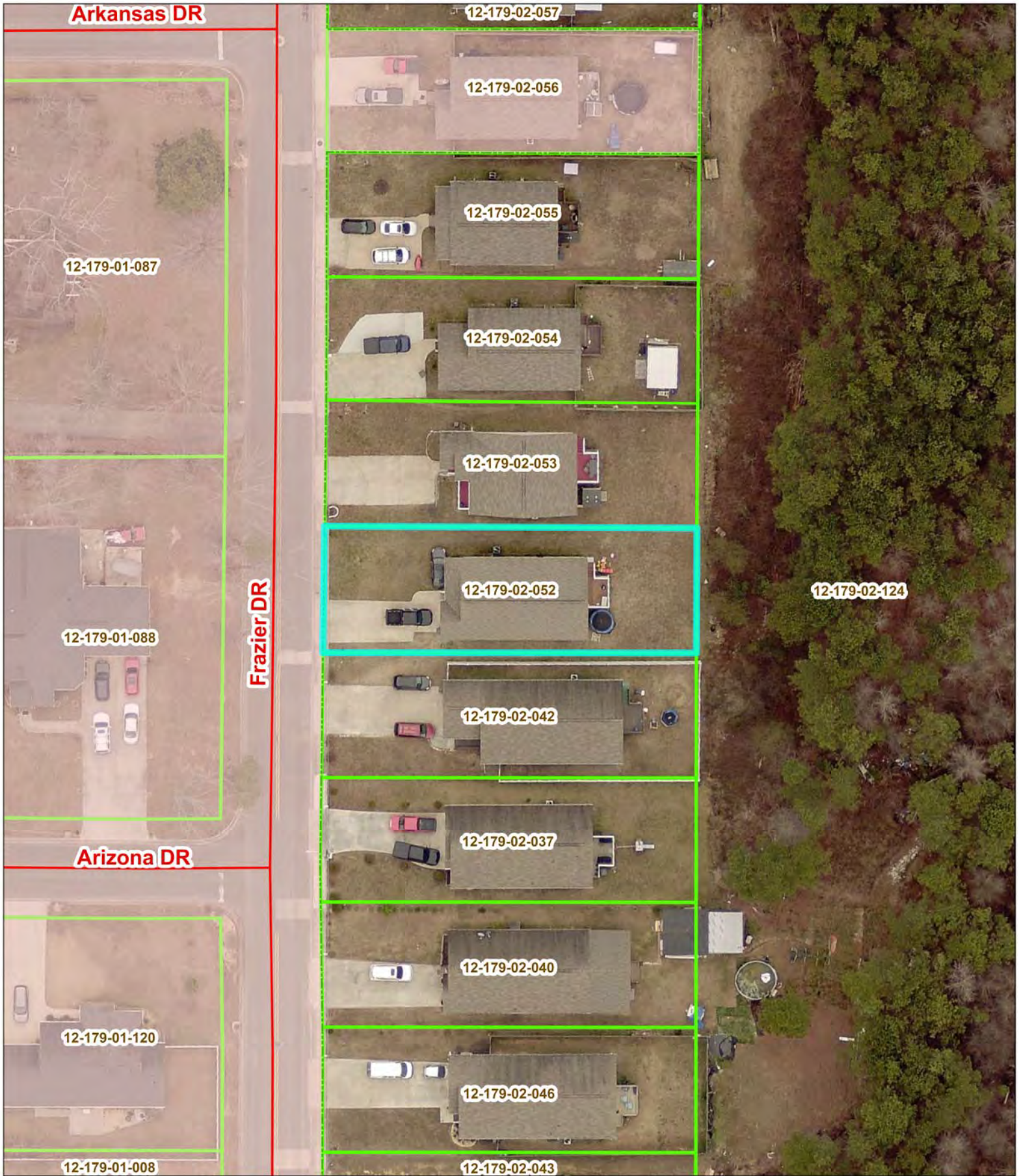
Residential Structure Information

General

Value	138987
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

Construction Information

Foundation	Masonry
Exterior Walls	Vinyl
Roofing	Asphalt Shingle
Roof Shape	Gable/Hip
Floor Construction	Piers



Parcel 12-179-02-052

- Roads
- State Highway
- US Highway
- Interstate
- Private
- Cohutta
- Dalton
- Tunnel Hill
- Varnell
- Parcels



Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-179-02-052
Realkey 44513
GIS Map Map
Owner Name LOPEZ ALEJANDRO MARTINEZ & FLOREZ
NAYEL
Owner Address 1218 FRAZIER DRIVE
Owner Address 2
Owner Address 3
Owner City DALTON
Owner State GA
Owner Zip 30721
Latitude
Longitude

Property Information

Class Residential
Strata Lot
Tax District County
Neighborhood FRZR L
Legal Description 0.17A LL179-12 (LT16 E-1095)
Total Acres 0.17
Zoning See GIS Map
GMD\Map Number 081
Subdivision
Subdivision Phase
Subdivision Section 0004
Subdivision Block
Subdivision Lot
Comments:

Appeals Information

This parcel does not have any appeals

Parcel Address

Parcel House Number 1218
Parcel Street Extension
Parcel Street Direction
Parcel Street Name FRAZIER
Parcel Street Units
Parcel Street Type AVE

Current Fair Market Value Information

Previous 141746
Current 163987
Land 25000
Residential Improvement 138987
Commercial Improvement
Accessory Improvement
Conservation Use Value

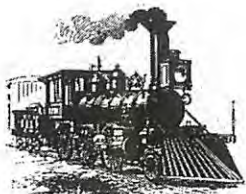
Historical Fair Market Value Information

2021 141746
2020 136186
2019 137000

Exemption Information

Homestead S1
Preferential Year
Conservation Use Year
Historical Year
Historical Val 0
EZ year
EZ Val 0

GIS Quickmap



City of Tunnel Hill

*201 G. Vaughn Parkway
Tunnel Hill, Georgia 30755
Telephone: 706-673-2355
Fax: 706-673-6434*

May 29, 2024

The Board of Commissioners of Whitfield County
201 South Hamilton Street, 5th Floor
Dalton, Georgia 30720

Dear Commissioners:

Pursuant to O.C.G.A. 36-36-6, this letter serves as notice that a Whitfield County land owner (Mr. Allen Brown) has applied for the annexation of his property into the City of Tunnel Hill under O.C.G.A. 36-36-21. The parcel number is 11-324-27-000 and is located at 301 Old Lake Rd.

The legal description of the property to be annexed is described in the attachment to this letter. The land is contiguous to the corporate limits of Tunnel Hill.

Please do not hesitate to contact me if you should have any questions.

Sincerely,


Blake Griffin
City Administrator

Cc: Robert Smalley, City Attorney

Enclosures (2)



Parcel 11-324-27-000

- Roads
- State Highway
- US Highway
- Interstate
- Private
- Cohutta
- Dalton
- Tunnel Hill
- Varnell
- Parcels



APPLICATION FOR LAND ANNEXATION
TUNNEL HILL, GEORGIA

Mayor and City Council of Tunnel Hill, Georgia
201 G. Vaughn Pkwy
Tunnel Hill, Georgia 30755

Date: 7/28/24

Tax parcel Number: 11-324-27-000
(as provided by county Tax Commissioner)

Acreage of property: 1.02

To the Mayor and City Council:

Pursuant to O.C.G.A. § 36-36-21, the following individuals and/or entities are each and every landowner of certain property located in Whitfield County and that is contiguous to the existing corporate limits of Tunnel Hill, Georgia, as contiguous is defined in O.C.G.A. § 36-36-20. A complete legal description of the property and/or a survey by a Georgia registered land surveyor is attached to this application. Each and every landowner of the referenced property does hereby request that the City Council of Tunnel Hill vote to annex said property into the City of Tunnel Hill and extend the city boundaries to include the same.

In order to assist the City of Tunnel Hill in reporting said annexation to the United States Department of Justice pursuant to the Voting Rights Act of 1965, the following information regarding said property is provided:

Total number of people living on property: 1

Number of people of voting age living on property: 1

Race of those living on property: CAUCASIAN (please provide a detailed list if more than one race is represented)

Language spoken by those living on property: English

Current use of land (circle one): Residential Commercial/Industrial

Expected use or development of land, if different from current use (circle one): (S.A)

Residential Commercial/Industrial

Respectfully submitted,

Landowner (if more than one landowner, please provide name and signature of all landowners)

Allen L Brown
(Print Full Name)

Address of Landowner

301 Old Lake Rd.

Tunnel Hill Ga 30755

Allen L Brown
(Signature)

Address of property (if different)

Same

Same

4.45 Min
110 ③

BOOK 2156 PAGE 221

C37-110

WARRANTY DEED

GEORGIA, WHITFIELD COUNTY.

THIS INDENTURE made this 16 day of August, 1990
between AUSTIN BROWN, Grantor and ALLEN LEE BROWN, Grantee:

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

W I T N E S S E T H:

That said GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property:

All that tract or parcel of land lying and being in Land Lot No. 324 in the 11th District and 3rd Section of Whitfield County, Georgia, containing 1.02 acres, and being more particularly described according to a plat of survey prepared by Norman DeLoach, Georgia Registered Land Surveyor No. 1347, dated April 12, 1990, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at the northwest corner of the said Land Lot 324; running thence south 90 degrees 00 minutes 00 seconds east, along the north line of said Land Lot No. 324 and said Whitfield County, a distance of 401.22 feet; running thence south 01 degrees 57 minutes 37 seconds west a distance of 513.72 feet to an iron pin, which is the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, running thence south 88 degrees 02 minutes 19 seconds east a distance of 296.01 feet to an iron pin; running thence south 01 degrees 57 minutes 51 seconds west, along the west right of way line of Old Lake Road (50' R/W), a distance of 150.0 feet to an iron pin; running thence north 88 degrees 02 minutes 17 seconds west a distance of 296.00 feet to an iron pin; running thence north 01 degrees 57 minutes 37 seconds east a distance of 150.00 feet to an iron pin, which is the point of beginning.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever, in Fee Simple. The said GRANTOR will warrant and forever defend the right and title to the above-described property unto the said GRANTEE against the lawful claims of all persons.

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

Signed, sealed and delivered
in the presence of:

Austin Brown (SEAL)
AUSTIN BROWN

Main Economy
UNOFFICIAL WITNESS
[Signature]
NOTARY PUBLIC

FILED & RECORDED
TIME: 4:45
DATE: 8-16-90
BOOK 2156 PAGE 221-222
Bobby L. Dean, C.D.C.
WHITFIELD COUNTY, GA.



HARVARD H. KRAKLEIN, JR.
Notary Public, Whitfield County, Georgia
My Commission Expires July 6, 1992



County



28-307-02-000

11-324-29-000

11-324-31-000

11-324-20-000

11-324-28-000

11-324-24-000

11-324-27-000

Lineman WAY

28-307-15-000

11-324-12-000

Tunnel Hill

11-324-23-000

N NEW Varnell RD

28-307-16-000

28-307-05-000

11-324-12-000

11-324-04-000

-85.050 34.862 Degrees

200ft



May 21, 2024

Board of Commissioners of
Whitfield County
Dalton, Georgia

Re: Proposed Plan of Finance for the Issuance of Revenue Bonds by the Dalton-Whitfield County Joint Development Authority for the Benefit of Hamilton Health Care System, Inc. or one of its affiliates

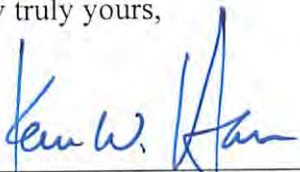
Dear Chairman:

Hamilton Health Care System, Inc., a Georgia nonprofit corporation ("**HHCS**") has requested that the Dalton-Whitfield County Joint Development Authority (the "**Authority**") assist HHCS in (a) financing or refinancing, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements owned or operated by HHCS or one of its affiliates located in Whitfield County, Georgia (the "**Facilities**"); (b) refunding all or a portion of certain obligations previously issued by the Authority or other development authority for the benefit of HHCS or one of its affiliates, which such obligations financed or refinanced the Facilities; and (c) paying all or a portion of the costs of issuance of the hereinafter defined Bonds, by issuing from time to time in one or more series in the aggregate principal amount of up to approximately \$100,000,000 of its qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**"), for hospitals or other healthcare facilities (the "**Bonds**").

The Authority has conducted a public hearing with respect to the plan of finance for the issuance of the Bonds and the financing or refinancing of the Facilities and hereby recommends and requests that you approve the plan of finance related thereto as required by Section 147(f) of the Code.

Attached hereto is (1) a certificate evidencing the conduct of a public hearing by the Authority on May 21, 2024, and (2) a suggested form of approval to evidence your approval of the plan of finance.

Very truly yours,

By: 
Dalton-Whitfield County Joint
Development Authority

CERTIFICATE REGARDING PUBLIC HEARING

The Dalton-Whitfield County Joint Development Authority (the “*Authority*”),
HEREBY CERTIFIES as follows:

(1) A special meeting of the Authority was duly called and held on May 21, 2024, at 8:45 o’clock a.m., at the Greater Dalton Chamber of Commerce, 100 S. Hamilton Street, Dalton, Georgia 30720, pursuant to proper notice given in accordance with law as to the time and place of the meeting prior to such meeting. The meeting was open to the public and a quorum was present and acting throughout. The purpose of the meeting was to hold a public hearing (the “*Public Hearing*”) on a plan of finance (the “*Plan of Finance*”) for the benefit of Hamilton Health Care System, Inc., a Georgia nonprofit corporation (“*HHCS*”) or one of its affiliates. The time of the meeting and the room in which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

(2) The Authority announced the commencement of the public hearing on the application and Plan of Finance for HHCS, and that the Authority caused the publication of a notice at least seven (7) calendar days prior to the hearing in the *Dalton Daily Citizen*, a newspaper having general circulation in Whitfield County, Georgia (the “*Notice*”). A copy of the Notice is attached hereto together with an Affidavit of Publication as **Exhibit A**. A copy of HHCS’s Plan of Finance is attached hereto as **Exhibit B**.

(3) The following persons(s) appeared and asked to be heard with respect to the financing or refinancing of the “*Facilities*” referred to in the Notice:

(4) The Authority hereby recommends that the Board of Commissioners of Whitfield County, Georgia approve the Plan of Finance for the issuance from time to time of the obligations referred to therein. Such obligations will not be general obligations of the State of Georgia, Whitfield County, Georgia or the City of Dalton, Georgia, and no tax revenues will be applied to the payment of such obligations.

This 21st day of May, 2024.



Dalton-Whitfield County Joint Development
Authority

Exhibits Attached: “A” - Copy of Notice together with Affidavit of Publication
“B” - Copy of Plan of Finance

**NOTICE OF PUBLIC HEARING ON
PROPOSED PLAN OF FINANCE BY
DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY
FOR THE BENEFIT OF
HAMILTON HEALTH CARE SYSTEM, INC.**

YOU ARE HEREBY NOTIFIED that, pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “*Code*”), the Dalton-Whitfield County Joint Development Authority (the “*Authority*”) will hold a public hearing (the “*Hearing*”) on the 21st day of May, 2024, at 8:45 o’clock a.m., at the Greater Dalton Chamber of Commerce, 100 S. Hamilton Street, Dalton, Georgia 30720, regarding a plan of finance (the “*Plan of Finance*”) proposed by Hamilton Health Care System, Inc., a Georgia nonprofit corporation (“*HHCS*”) involving the issuance by the Authority of its qualified 501(c)(3) bonds as defined in Section 145 the Code, for hospitals or other healthcare facilities (the “*Bonds*”) for the benefit of HHCS to (a) finance or refinance, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements owned or operated by HHCS or one of its affiliates located in Whitfield County, Georgia (the “*Facilities*”), and (b) refund all or a portion of certain obligations previously issued by the Authority or other development authority for the benefit of HHCS or one of its, including but not limited to, the (i) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012B in the original aggregate principal amount of \$6,580,000 (the “*Series 2012B Bonds*”); (ii) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012C in the original aggregate principal amount of \$53,620,000 (the “*Series 2012C Bonds*”); and (iii) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2022 in the original aggregate principal amount of \$31,165,000 (the “*Series 2022 Bonds*” and, together with the Series 2012B Bonds and the Series 2012C Bonds, the “*Refunded Bonds*”), which such Refunded Bonds financed or refinanced the Facilities.

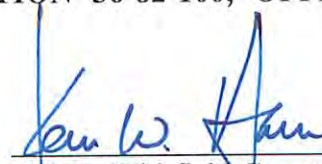
The Facilities consist of land, buildings, equipment and improvements used or to be used by HHCS or one of its affiliates in connection with the healthcare operations of HHCS located on the main campus of “Hamilton Medical Center” at 1200 Memorial Drive, Dalton, Georgia 30720 or other sites proximate to the main campus, as well as on other sites that are operated by HHCS or one of its affiliates, as part of their integrated healthcare operations, including (i) 1220 Broadrick Drive, Dalton, Georgia 30720; (ii) 1115 Professional Boulevard, Dalton, Georgia 30720; (iii) 1212 Broadrick Drive, Dalton, Georgia 30720; (iv) 1110 Burleyson Road, Dalton, Georgia 30720; and (v) 1102 Burleyson Road, Dalton, Georgia 30720. The maximum stated principal amount of the Bonds to be issued to finance or refinance such Facilities at these locations is \$100,000,000.

The initial legal owner or principal user of the Facilities financed or refinanced with the Bonds will be HHCS or Hamilton Medical Center, Inc., a Georgia nonprofit corporation. The proposed Bonds will not be a general obligation of the State of Georgia, Whitfield County or the City of Dalton, but will be limited obligations of the Authority payable from payments received pursuant to a loan agreement from HHCS.

The Bonds may be issued by the Authority pursuant to the Plan of Finance from time to time and in one or more series in an aggregate principal amount of up to \$100,000,000 during the expected three-year period commencing on the date of approval of the Plan of Finance. It is the intention of HHCS and the Authority that the first series of Bonds will be issued not later than one year from the date of approval of the Plan of Finance.

Any person interested in the proposed issuance of the Bonds pursuant to the Plan of Finance or the location or the nature of the Facilities proposed to be financed or refinanced from the proceeds of the sale of the Bonds may appear and be heard.

THE AUTHORITY WILL NOT CONDUCT ANY PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITH RESPECT TO EACH SERIES OF THE BONDS AS SUCH TERMS ARE DESCRIBED IN SECTION 36-82-100, OFFICIAL CODE OF GEORGIA ANNOTATED.

A handwritten signature in blue ink, appearing to read "Ken W. Hain", is written over a horizontal line.

Dalton-Whitfield County Joint Development
Authority

Daily Citizen – News

Dalton's Award-Winning Daily Newspaper
Dalton, Georgia 30720

308 South Thornton Avenue 706-217-6397

LEGAL AFFIDAVIT

I, Jeff Mutter, Advertising Director of the Daily Citizen, a newspaper published in the City of Dalton, Georgia, do solemnly swear the ad number 796097 shown below and to the right placed by DALTON WHITFIELD JOINT DEV AUTHORITY was scheduled 1 time(s) in the newspaper.

Run dates are as follows:

Daily Citizen-News: 05/10/24.



Jeff Mutter
Advertising Director

Sworn of this day:
05/10/2024

Notary Public



NOTICE OF PUBLIC HEARING ON PROPOSED PLAN OF FINANCE BY DALTON-WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY FOR THE BENEFIT OF HAMILTON HEALTH CARE SYSTEM, INC.

YOU ARE HEREBY NOTIFIED that, pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Dalton-Whitfield County Joint Development Authority (the "Authority") will hold a public hearing (the "Hearing") on the 21st day of May, 2024, at 9:00 o'clock a.m., at the Greater Dalton Chamber of Commerce, 100 S. Hamilton Street, Dalton, Georgia 30720, regarding a plan of finance (the "Plan of Finance") proposed by Hamilton Health Care System, Inc., a Georgia nonprofit corporation ("HHCS") involving the issuance by the Authority of its qualified 501(c)(3) bonds as defined in Section 145 the Code, for hospitals or other healthcare facilities (the "Bonds") for the benefit of HHCS to (a) finance or refinance, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements owned or operated by HHCS or one of its affiliates located in Whitfield County, Georgia (the "Facilities"), and (b) refund all or a portion of certain obligations previously issued by the Authority or other development authority for the benefit of HHCS or one of its, including but not limited to, the (i) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012B in the original aggregate principal amount of \$6,580,000 (the "Series 2012B Bonds"); (ii) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2012C in the original aggregate principal amount of \$53,620,000 (the "Series 2012C Bonds"); and (iii) Development Authority of the City of Dalton Refunding Revenue Bonds (Hamilton Health Care System), Series 2022 in the original aggregate principal amount of \$31,165,000 (the "Series 2022 Bonds" and, together with the Series 2012B Bonds and the Series 2012C Bonds, the "Refunded Bonds"), which such Refunded Bonds financed or refinanced the Facilities.

The Facilities consist of land, buildings, equipment and improvements used or to be used by HHCS or one of its affiliates in connection with the healthcare operations of HHCS located on the main campus of "Hamilton Medical Center" at 1200 Memorial Drive, Dalton, Georgia 30720 or other sites proximate to the main campus, as well as on other sites that are operated by HHCS or one of its affiliates, as part of their integrated healthcare operations, including (i) 1220 Broadrick Drive, Dalton, Georgia 30720; (ii) 1115 Professional Boulevard, Dalton, Georgia 30720; (iii) 1212 Broadrick Drive, Dalton, Georgia 30720; (iv)

1110 Burleyson Road, Dalton, Georgia 30720; and (v) 1102 Burleyson Road, Dalton, Georgia 30720. The maximum stated principal amount of the Bonds to be issued to finance or refinance such Facilities at these locations is \$100,000,000.

The initial legal owner or principal user of the Facilities financed or refinanced with the Bonds will be HHCS or Hamilton Medical Center, Inc., a Georgia nonprofit corporation. The proposed Bonds will not be a general obligation of the State of Georgia, Whitfield County or the City of Dalton, but will be limited obligations of the Authority payable from payments received pursuant to a loan agreement from HHCS.

The Bonds may be issued by the Authority pursuant to the Plan of Finance from time to time and in one or more series in an aggregate principal amount of up to \$100,000,000 during the expected three-year period commencing on the date of approval of the Plan of Finance. It is the intention of HHCS and the Authority that the first series of Bonds will be issued not later than one year from the date of approval of the Plan of Finance.

Any person interested in the proposed issuance of the Bonds pursuant to the Plan of Finance or the location or the nature of the Facilities proposed to be financed or refinanced from the proceeds of the sale of the Bonds may appear and be heard.

THE AUTHORITY WILL NOT CONDUCT ANY PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITH RESPECT TO EACH SERIES OF THE BONDS AS SUCH TERMS ARE DESCRIBED IN SECTION 36-82-100, OFFICIAL CODE OF GEORGIA ANNOTATED.

Dalton-Whitfield County Joint Development Authority
05/10

EXHIBIT “B”

PLAN OF FINANCE

HAMILTON HEALTH CARE SYSTEM, INC.

The plan of finance (the “*Plan of Finance*”) of Hamilton Health Care System, Inc. (“*HHCS*”) is to request Dalton-Whitfield County Joint Development Authority (the “*Authority*”) to issue (in addition to any other obligations previously authorized or issued) one or more series of up to approximately \$100,000,000 in aggregate principal amount of revenue bonds or other obligations (the “*Bonds*”) for the purpose of (a) financing or refinancing, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements owned or operated by HHCS or one of its affiliates located in Whitfield County, Georgia, (b) refunding all or a portion of certain obligations previously issued by the Authority or other development authority for the benefit of HHCS or one of its affiliates, and (c) paying all or a portion of the costs of issuance of the Bonds.

The Bonds may be issued by the Authority pursuant to the Plan of Finance from time to time and in one or more series in an aggregate principal amount of up to \$100,000,000 during the expected three-year period commencing on the date of approval of the Plan of Finance. It is the intention of HHCS and the Authority that the first series of Bonds will be issued not later than one year from the date of approval of the Plan of Finance.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
WHITFIELD COUNTY, GEORGIA, APPROVING THE
PLAN OF FINANCE FOR THE ISSUANCE BY DALTON-
WHITFIELD COUNTY JOINT DEVELOPMENT
AUTHORITY OF ITS REVENUE BONDS FOR THE
BENEFIT OF HAMILTON HEALTH CARE SYSTEM, INC.**

WHEREAS, the Dalton-Whitfield County Joint Development Authority (the “*Authority*”) has been requested by Hamilton Health Care System, Inc., a Georgia nonprofit corporation (“*HHCS*”) to assist in (a) financing or refinancing, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements owned or operated by HHCS or one of its affiliates located in Whitfield County, Georgia (collectively, the “*Facilities*”), (b) refunding all or a portion of certain obligations previously issued by the Authority or other development authority for the benefit of HHCS or one of its affiliates to finance or refinance the Facilities, and (c) paying all or a portion of the costs of issuance of the Bonds, referred to herein by issuing its revenue bonds from time to time in one or more series in an aggregate principal amount of up to approximately \$100,000,000 (the “*Bonds*”), and the Authority held a public hearing with respect to such proposed Plan of Finance (a copy of which is on file with the Authority) on May 21, 2024; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “*Code*”), provides that the governmental unit having jurisdiction over the Authority of private activity bonds and over the area in which any facility financed with the proceeds of such private activity bonds is located shall approve the issuance of such bonds; and

WHEREAS, the Authority issues its revenue bonds on behalf of Whitfield County, Georgia, the Facilities are located in Whitfield County, Georgia, and the Board of Commissioners of Whitfield County (the “*Governing Body*”) constitutes the elected legislative body of the Governing Body; and

WHEREAS, a certificate regarding the public hearing has been filed with the minutes of this meeting;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. The issuance of the Bonds from time to time in one or more series by the Authority pursuant to the Plan of Finance for the benefit of HHCS or one of its affiliates, including Hamilton Medical Center, Inc. (“*HMC*”), in an aggregate outstanding principal amount of up to approximately \$100,000,000 (in addition to any other obligations previously approved or issued by the Authority) is hereby approved to the extent required by Section 147(f) of the Code, as follows:

(a) The purpose for the issuance of the Bonds is to (a) finance or refinance, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain healthcare facilities, equipment and improvements owned or operated by HHCS or one of its affiliates located in Whitfield County, Georgia, consisting of land, buildings, equipment and improvements used or to be used by HHCS and HMC in connection with the healthcare operations of HHCS and HMC (the "*Facilities*"); (b) refund all or a portion of certain obligations previously issued by the Authority or other development authority for the benefit of HHCS or one of its affiliates, including HMC, to finance or refinance the Facilities; and (c) pay all or a portion of the costs of issuance of the Bonds;

(b) The main campus of "Hamilton Medical Center" is located at 1200 Memorial Drive, Dalton, Georgia 30720. The Facilities are located on the main campus of Hamilton Medical Center or other sites proximate to the main campus, as well as on other sites that are operated by HHCS and HMC as part of their integrated healthcare operations.

(c) The Bonds (in the aggregate principal amount of up to \$100,000,000) will relate to Facilities located on the main campus of Hamilton Medical Center.

(d) The initial legal owner or principal user of the Facilities financed with the Bonds is HHCS or one of its affiliates, including but not limited to HMC.

(e) The Bonds may be issued from time to time in one or more series.

Section 2. Such approval by the Governing Body does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of HHCS, HMC or the Facilities, and the Bonds shall not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, but the Bonds shall be payable solely from the revenues derived from HHCS and pledged to the payment thereof and no owner of any of the Bonds shall ever have the right to compel any exercise of the taxing power of said State or of any county, municipal corporation or political subdivision thereof, nor to enforce the payment thereof against any property of said State or of any such county, municipal corporation or political subdivision.

Section 3. All acts and doings of the officers and members of the Governing Body which are in conformity with the purposes and intent of this Resolution shall be, and the same hereby are, in all respects approved and confirmed.

Section 4. This resolution shall take effect immediately upon its adoption.

Agenda Item



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

Meeting Date:	June 10, 2024	
Subject:	Microsoft Volume Licensing Agreement	
Department:	Information Technology	
In Budget Amount:	Operating- \$95,665.09	Capital- _____
Expenditure Line Item #	_____	
Not in Budget Amount:	_____	
Funding Source:	_____	

Date needed: June 14, 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.

Microsoft Licensing agreement covers computer systems and servers. Office 365, Core CAL, SQL, Exchange and other licensing. This agreement with SHI (Microsoft Partner) is for three years paid annually - \$95,665.09. The three year total = \$286,995.27

Suggested Motion:

Suggested Motion is to renew the Microsoft Licensing agreement with SHI for \$286,995.27 paid annually in the amount of \$95,665.09.

Request Made By:

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:



Pricing Proposal
Quotation #: 24917814
Reference #: EA 86918905
Created On: 5/30/2024
Valid Until: 7/31/2024

GA-County of Whitfield

Rick Lovelady

PO BOX 248
ATTN: ACCOUNTS PAYABLE
DALTON, GA 30722
United States
Phone: (706) 281-4800
Fax:
Email: rlovelady@whitfieldcountyga.com

Microsoft Inside Account Manager - Public Sector

Mike Fair

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-3067
Fax:
Email: mike_fair@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365 G1 FSA GCC Renewal Sub Per User Microsoft - Part#: 7R6-00001 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	429	\$78.60	\$33,719.40
2 O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	137	\$104.52	\$14,319.24
3 CCAL Bridge O365 FSA Renewal Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	429	\$17.28	\$7,413.12
4 CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	137	\$20.40	\$2,794.80
5 Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	1	\$53.88	\$53.88
6 Exchange Online B1 GCC SU Exchange Online B1 Per User	566	\$36.06	\$20,310.36

Contract Name: Georgia Software
Contract #: 99999-SPD-SPD0000060-0003
Coverage Term: 8/1/2024 – 7/31/2025
Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*

7	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	5	\$92.40	\$462.00
8	Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	1	\$129.65	\$129.65
9	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	6	\$656.66	\$3,939.96
10	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	8	\$128.16	\$1,025.28
11	Win Server DC Core ALng SASU 2L Win Server Std Microsoft - Part#: 9EA-00279 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	40	\$252.54	\$10,101.60
12	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	40	\$19.67	\$786.80
13	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Georgia Software Contract #: 99999-SPD-SPD0000060-0003 Coverage Term: 8/1/2024 – 7/31/2025 Note: EA Renewal - Year 1 of 3 - *Payment Schedule Below*	566	\$0.00	\$0.00
			Total	\$95,665.09

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Payment Schedule

Year 1: \$95,665.09

Year 2: \$95,665.09

Year 3: \$95,665.09

Total: \$286,995.27

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Agenda Item

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

Meeting Date: June 10th , 2024
Subject: Motorola Service Agreement (2nd half)
Department: EMA
In Budget Amount: Operating- \$58,974.68 Capital- _____
Expenditure Line Item # 100-3920-522230-00
Not in Budget Amount: _____
Funding Source: General Budget

Date needed: 6/28/24



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

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

This is the second half of the Motorola service agreement for year 2024. TACN (Tenn Advanced Communications Network) will start paying a portion of the service agreement starting on 07/01/2024.

Suggested Motion:

Approve the Motorola service agreement.

Request Made By:

County Administrator's
Recommended Action:

Dawn Metcalfe

Clerk Use ONLY

Motion/Second:	Approved:	Date:



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2521442
Contract Number: USC000027702
Contract Modifier: RN06-JAN-2024

Date:02/11/2024

Company Name: WHITFIELD, COUNTY OF

Attn:

Billing Address: PO BOX 652

City, State, Zip: DALTON , GA, 30722

Customer Contact: David Metcalf

Phone: 706-618-1002

Required P.O. :

PO # :

Customer # :1036395764

Bill to Tag # :

Contract Start Date :01-Jul-2024

Contract End Date :31-Dec-2024

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$7,950.23
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	\$200.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$2,276.34
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$5,873.69
	SVC04SVC0016C	SUS	\$7,337.14
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$5,905.49
	SVC01SVC0140A	REMOTE SUS	\$2,001.04
	SVC01SVC0053A	ASTRO NETWORK SECURITY MONITORING CTD	\$3,290.97
	SVC02SVC0490A	VERINT-SUA II	\$100.00
	SVC02SVC0446A	VERINT SUPPORT & MAINTENANCE	\$20,759.78
	SVC02SVC0001C	MICROWAVE SERVICES	\$3,280.00
		Subtotal - Recurring Services	\$9,829.11
		Subtotal - One-Time Event Services	\$0.00
		Total	\$58,974.68
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

6 month renewal

TACN will pick up SUA II only as of July 1, 2024

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2521442
Contract Number: USC000027702
Contract Modifier: RN06-JAN-2024

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Eric Miller

Customer Support Manager

02/21/2024

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Eric Miller

865-390-1555

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WHITFIELD, COUNTY OF
Contract Number : USC000027702
Contract Modifier : RN06-JAN-2024
Contract Start Date : 01-Jul-2024
Contract End Date : 31-Dec-2024



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2521442
Contract Number: USC000027702
Contract Modifier: RN06-JAN-2024

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2521442
Contract Number: USC000027702
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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Chicago, IL. 60661
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SERVICE AGREEMENT

Quote Number : QUOTE-2521442
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2521442
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2521442
Contract Number: USC000027702
Contract Modifier: RN06-JAN-2024

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Agenda Item

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

Meeting Date: June 10, 2024
Subject: Engineering - Purchase of 1 Vehicle
Department:
In Budget Amount: Operating- Capital-
Expenditure Line Item #
Not in Budget Amount:
Funding Source:
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.

The Engineering Department is requesting the purchase of one 2024 Ford Bronco for the amount of \$30,565.00 on state contract, it is available at Ford of Dalton, in stock and ready for delivery.

Suggested Motion:

Approve the purchase of 1 Ford Bronco from Ford of Dalton for \$30,565.00

Request Made By:

Kent Bensen

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Agenda Item

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

Meeting Date: June 10, 2024

Subject: Ratify Wingwall Repair Contract

Department: Public Works

In Budget Amount: Operating- _____ Capital- \$68,500.00

Expenditure Line Item # _____

Not in Budget Amount: \$68,500.00

Funding Source: _____

Date needed: June 11, 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.

During recent storms, a wingwall on a tripple box culvert on Antioch Road detached and is now leaning toward the creek. It could fall at any time. This does not pose an immediate threat to the structural integrity of the box culvert or the roadway, but further erosion will happen rapidly and that will affect the roadway.

Public Works met with three contractors to get pricing on the repair. Two of those contractors submitted quotes. The low price is \$68,500 from Stubblefield Excavation and Plumbing, LLC.

County Administrator Sivick declared this to be an emergency purchase per the guidelines set forth in the County's Purchasing Policy.

Suggested Motion:

Ratify the contract with Stubblefield Excavation and Plumbing for \$68,500.

Request Made By: Kent Benson

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

ESTIMATE

Stubblefield Excavation and
Plumbing LLC
674 Bandy Rd
Ringgold, GA 30736

servicesbysep@gmail.com
+1 (423) 681-0154

Whitfield County Public Works

Bill to
Whitfield County Public Works
170 Gillespie Dr Dalton Ga 30721

Estimate details

Estimate no.: 1020
Estimate date: 05/14/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	<div>Replace wing wall for bridge on 1900 block of Antioch Rd. This will include the following - Bag/dam off creek where flow is diverted around work area - Clear trees, limbs, and debris from bridge for water to flow freely - Demo existing wing wall and remove debris - Excavate new footing for new wall to sit on - Footing NOT to exceed 5 ft wide, 4 foot deep and 30 foot long - Install rebar for footing and wing wall tie in - Pour concrete footing and allow to cure - Drill down pin holes in existing bridge for rebar to tie in new wing wall - Form new column and wing wall and pour concrete - Wing wall will be approx. 10 foot tall at bridge to 5 foot tall at end and approx. 30 foot long - Backfill wall and dress embankment. Seed and straw mat for erosion control - Remove dam and clean up work area. *All materials and labor included in the scope of work provided. *Any unforeseen circumstances may be an additional cost * WCPW to provide traffic control as needed.</div>	1	\$68,500.00	\$68,500.00

Total

\$68,500.00

Note to customer

Thank you for your business.

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.com



Job Name: Whitfield County
Job Location: 2000 Block Antioch Rd
Dalton, Ga. 30721
Proposal Dated: 5-20-24
Company: Whitfield County
Contact: Mr. Brian Brackett
Cell: 423-242-5496
Office:
Email: bbrackett@whitfieldcounty.com

Proposal

Description

Subtotal Description

See Pictures last page

Repair Box Culvert Wing Wall

Traffic Control for our work
Demo of existing wing wall
Drill and tie steel back into existing culvert
Form and pour new Wingwall
Backfill and redress Shoulder
Grassing of Shoulder

Total Cost \$292,168.91

Proposal Certification

NOTES:

- Above price includes no permits. Owner is responsible for obtaining all necessary permits.
- Above price includes no replacement of guard rail some may have to be removed to access the site.
- We are not responsible for damage to unmarked underground utilities or the relocation of any utilities. If a marked utility is damaged, our liability will be limited to the cost of repairing the damaged utility.
- We are not responsible for the damage or cost of repairs to any existing surfacing due to the construction traffic required to complete this project.
- We are not responsible for the removal or replacement of any unsuitable material. Extra work, if required to achieve a surface that will withstand a load of thirty tons, will be billed at hourly rates plus the cost of additional material.
- Above price includes no sanding of prime.
- Above price is based on one (1) mobilization for each area.
- Above price includes no work on nights or weekends.
- Above price includes no asphalt patching or leveling.
- Above price includes no traffic control and no work on any right-of-ways.
- Above price includes no removal of toxic or contaminated materials.
- All excess waste material will be hauled off site.
- Above prices are based on on-site dirt being usable. Any off site material necessary to complete this project will be an additional charge.
- Above price includes no "travel gravel" before installation of base and paving and all flatwork concrete items must be in place before base crew is mobilized. Base crew will not be mobilized until 75% of curbing is installed.
- All subgrade will be prepared by others to one inch of finish subgrade and required compaction. Extra work, if required, will be billed at hourly rates plus the cost of additional material.
- All subgrade will be prepared by others to one inch of finish subgrade with an average deviation of zero and required compaction. Extra work, if required, will be billed at hourly rates plus the cost of additional material.
- If stone base course or asphalt is installed in the early stages as a convenience measure, we will not be responsible for weather related failure, damage from construction traffic, removal or replacement of contaminated stone base, removal or replacement of damaged asphalt, or cleaning, should it be required.
- We do not guarantee the surface water drainage off asphalt paving having a design slope of less than 1 %.
- We do not guarantee the pavement surface to be free of slippage cracks or roller marks on any grade 14% or greater.
- Our proposal is based on the asphalt paving being placed immediately following the aggregate base course thereby avoiding additional preparation and contamination.

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.com



Job Name: Whitfield County
Job Location: 2000 Block Antioch Rd
Dalton, Ga. 30721
Proposal Dated: 5-20-24
Company: Whitfield County
Contact: Mr. Brian Brackett
Cell: 423-242-5496
Office:
Email: bbrackett@whitfieldcounty.com

Proposal

Description

Subtotal Description

- All concrete items must be in place before installation of the base and paving.
- Any items of work related to obtaining or maintaining an EPD General Storm Water Permit or Land Disturbance Permit is not included in our base bid for this project.
- The above price includes no bond. If a bond is required, add 1% to the total price.
- This proposal must be made an integral part of any contract entered into as a result of this quotation.
- We will accept no back-charges or liquidated damages on this project.
- Payment is to be done in monthly estimates of work performed with final payment in full upon completion of our work.
- NWGP has allowed for the following amount of working days (M –F/Saturday if rained out earlier in the week) to complete the scope of work in our proposal. Conditions must be suitable to work in order to have a valid working day. Any acceleration of this schedule will result in additional costs for overtime charges. NWGP will not be responsible for liquidated damages unless we exceed the amount of working days listed. below
Durations: Patching total days Fine Grade: days Base Course: days Prime Coat: days Asphalt Binder: days
Asphalt Topping: days Curb and Gutter: days Striping: days
- Above price includes no work on the weeks of Christmas and New Year or weekend..
- Above price is based on our site meeting and attached drawing.
- We thank you for the opportunity of quoting this work and if our proposal is found to be satisfactory, please sign the original of this letter as indicated, and return to us for our files so this project can be scheduled.

Submitted By: Bryan S Roberts
Estimator & Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. I will be responsible for all attorney's fees incurred during collection. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 15 days.

Authorized Signature: _____

Date of Acceptance _____

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.com



Job Name: Whitfield County
Job Location: 2000 Block Antioch Rd
Dalton, Ga. 30721
Proposal Dated: 5-20-24
Company: Whitfield County
Contact: Mr. Brian Brackett
Cell: 423-242-5496
Office:
Email: bbrackett@whitfieldcounty.com

Proposal

Description
Subtotal Description



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Job Name: Whitfield County
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Dalton, Ga. 30721
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Proposal

Description
Subtotal Description



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Email: bbrackett@whitfieldcounty.com

Proposal

Description

Subtotal Description



**STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
STATE PAID, COUNTY REIMBURSED PERSONNEL (SPCR)
CONTRACT EXTENSION
CIRCUIT PERSONNEL**

1. GENERAL CONTRACT PROVISIONS:

- (a) The contract made and entered into by and between the **PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**, an agency of the Judicial Branch of the State of Georgia legally empowered to contract pursuant to O.C.G.A. §§ 15-18-44 and 15-18-20.1 and as otherwise identified in Section 2 of this contract, and hereinafter referred to as the COUNCIL and

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

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

The Whitfield County Board of Commissioners
Attention: Jevin Jensen, Commission Chair
301 W. Crawford Street
Dalton, Georgia 30720

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR, dated July 1, 2021, (hereinafter referred to as the "original contract") is hereby extended for the period of time specified in Section 2 of this contract.

- (b) This contract extension is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.
- (c) Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the COUNCIL, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
- (d) By executing this contract extension, the CONTRACTOR warrants and guarantees that the resolution or resolutions adopted by the governing authority of the county or counties covered by the original contract as provided in O.C.G.A. § 15-18-20.1 remain in full force and effect. Said resolution or resolutions, copies of which are annexed to the original contract are incorporated herein by reference as fully set forth.

2. PERIOD OF CONTRACT:

This contract extension is effective as of the 1st day of July 2024, and shall terminate on the 30th day of June 2025, unless terminated earlier under other provisions of this contract

3. COUNCIL AND CONTRACTOR CONTACT INFORMATION:

Unless otherwise stated herein, the COUNCIL and CONTRACTOR contact information set forth in the original contract shall be the same for the period of this contract extension. Either party may change such information during the term of this contract extension by written notification to the other party.

4. SCOPE OF SERVICES:

The Scope of Services set forth in the original contract shall remain the same during the term of this contract extension.

5. COUNTY PAYMENTS TO THE COUNCIL:

(a) The approved contract budget for the period of this contract as identified in Section 2 is \$283,324.19.

(b) The Contractor will pay the Council monthly payments for reimbursement of total allowable expenditures as invoiced monthly which are within the approved budget.

6. CONTINUATION OF OTHER ORIGINAL CONTRACT PROVISIONS:

The provisions of Sections 3 through 15 of the original contract shall remain in full force and effect during the term of this contract extension, unless modified in accordance with Section 9 of the original contract, and such provisions are incorporated herein by reference as if fully set forth.

7. CONTRACT EXTENSION ANNEX INCLUSION:

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

Annex A Contract Budget

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

CONTRACTOR EXECUTION

Signature

**Date signed by Contractor

The Honorable Ben Kenemer
Acting District Attorney, Conasauga Judicial Circuit
P.O. Box 1086
Dalton, Georgia 30722-0953

Signature

Printed Name

**Date signed by Commissioner

Greg Hogan, Sole Commissioner
Murray County Board of Commissioners
Designee for Murray County
P.O. Box 1129
121 N. 4th Avenue
Chatsworth, Georgia 30708
(706) 517-1400


Signature

Jevin Jensen
Printed Name

5/13/2024

**Date signed by Commission Chair

Jevin Jensen, Commission Chair
Whitfield County Board of Commissioners
Designee for Whitfield County
301 W. Crawford Street
Dalton, Georgia 30720
(706) 275-7500

COUNCIL EXECUTION

Signature

**Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, 4th Floor
Morrow, Georgia 30260-1755

Prosecuting Attorneys' Council of Georgia

FY 2025 State-Paid County Reimbursed (SPCR) Contract

Annex A

Cost Estimate (UPDATE March 2024, based on February Labor)

Dept	Name	ID	Position	Title	Annual Salary	Part time/Temp	Supplement	FICA 7.65%	Retirement Estimate (24.81%)	Health + 24.45%	Liability	Unemployment	Worker's Comp	Wart	Estimated Total FY25 Costs	OPTIONAL 40 Hour Annual Leave Payout	OPTIONAL 40 Hour Annual Leave Payout	OPTIONAL 40 Hour Annual Leave + Benefits
4182213	Karen Mary Daniels	00960278	00221797	Deputy Attorney General	\$			\$ 2,832.70	\$ 218.93	\$	\$ 434.14				\$ 3,882.79			
4182213	Leanne Angela Colleen	00972504	00218096	Secretary	\$ 40,334.00			\$ 3,070.23	\$ 13,047.04	\$ 13,822.07	733.75	11.35	\$13,241.5	\$2.27	\$ 68,513.50	\$ 771.81	\$ 19.08	\$ 892.89
4182213	Patricia Ajayi	00900088	00186058	Investigator (AUC)	\$ 77,185.00			\$ 5,909.65	\$ 15,207.84	\$ 21,734.07	733.75	11.35	\$13,241.5	\$18.23	\$ 112,433.14	\$ 1,464.33	\$ 113.55	\$ 1,587.88
4182213	Ernest Lupton	00947668	00186052	PS Advocate (HS)	\$ 43,142.00			\$ 3,309.42	\$ 14,038.47	\$ 12,718.83	733.75	11.35	\$13,241.5	\$8.52	\$ 74,839.58	\$ 850.42	\$ 63.53	\$ 913.95
					\$160,501.00	\$0.00	\$2,832.70	\$17,494.87	\$52,178.88	\$48,108.10	\$2,201.25	\$14.05	\$1,839.72	\$129.03	\$185,519.00	\$1,686.56	\$76.12	\$3,322.80

Rates
FICA - 7.65%
ERS (average rate) - 12.53%
Health - 28.45%

1% Admin Fee \$2,805.18

Estimated FY25 Costs \$188,324.18

Disclaimer: All data indicated are currently estimates. An average retirement rate of 12.53% has been used for all employees. However, the actual rate charged for each employee may be different based on each employee's retirement plan, 401k contributions, years of service, and unnecessary data. All costs per person are currently estimated and may change once final employee counts for FY 2025 are determined.

Agenda Item



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

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

Meeting Date: June 10, 2024
Subject: Grant Award for Drug Court
Department: Accountability Courts-Drug Court
In Budget Amount: Operating- Capital-
Expenditure Line Item #
Not in Budget Amount:
Funding Source: CJCC State Grant
Date needed: June 10, 2024

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

Drug Court Administration is requesting approval to accept the CJCC state grant award that will fund the Drug Court operations. The grant amount is \$432,090 with a County match of \$76,251. This award runs July 1, 2024 through June 30, 2023.

Suggested Motion:

Approve grant.

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Request Made By: Carol Roberts

County Administrator's
Recommended Action:

RESOLUTION TO CLOSE ROAD

WHEREAS, The Board of Commissioners of Whitfield County has authority pursuant to O.C.G.A. §32-7-2(b) to declare a road or any portion thereof abandoned for public purposes and to certify the taking of such action upon its minutes after notice to the public and property owners located thereon of such proposed actions, a public hearing on such proposed action, and a determination of fact that said road or portion thereof no longer serves a substantial public purpose as a part of the County Road System; and,

WHEREAS, upon such declaration and certification, the rights of the public in and to said road or portion thereof as a public road ceases; and,

WHEREAS, in the opinion of the Board of Commissioners, a portion of Bulah Drive (aka Beulah Drive) in McCulley Subdivision highlighted and hatched in blue on the attached Exhibit “A” serves no substantial public purpose such that the same should be declared abandoned for public purposes; and

WHEREAS, no part of the affected portion of said road is located within any municipality or state highway system;

NOW, THEREFORE, let notice of this Resolution be given to the public and to affected property owners as required by law. Notice shall include publication once a week for two (2) consecutive weeks in The Daily Citizen News, the legal organ for publication of Sheriff's notice in Whitfield County, Georgia, said citation to notify all persons that at the regular meeting of The Board of Commissioners of Whitfield County, Georgia, scheduled for the 10th day of June, 2024 at the Courthouse in Dalton, Georgia, that any interested party show cause why said road or portion thereof should not be declared closed for public purposes and abandoned as a section of the County

road system such that the rights of the public in and to said road or portion thereof as a public road shall cease.

Resolved this _____ day of May, 2024.

BOARD OF COMMISSIONERS OF
WHITFIELD COUNTY, GEORGIA

Jevin S. Jensen, Chairman

Barry W. Robbins, Vice-Chairman

Robby Staten

John Thomas

Greg Jones

EXHIBIT "A"

Gail DR

Parcel 12-126-02-128

Beulah DR



Parcel 12-126-02-072

EXHIBIT "A"

Agenda Item



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

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

Meeting Date: June 10, 2024
Subject: Sheriff's Office Vehicle Equipment
Department:
In Budget Amount: Operating- Capital-
Expenditure Line Item #
Not in Budget Amount:
Funding Source:
Date needed: June 10, 2024

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

Equipment

The 17 Durango's previously approved by the Board are now delivered.

ITB #SO2024-002 was sent out and received on 05/15/24.

Two bids were received for the equipment for these vehicles.

The first bid was Interceptor Public Safety Products in the amount of \$248,713.22.

The second bid was from West Chatham Warning Devices in the amount of \$179,421.30.

This equipment includes all emergency lights, sirens, cages/partitions, and bumpers.

Suggested Motion:

Approve motion to order equipment from the lowest bidder, West Chatham whom the county has purchased from in the past.

Request Made By: Sgt. P. Bishop

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Agenda Item

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

Meeting Date: June 10, 2024
Subject: Surplus Sheriff's Office Vehicle
Department: Sheriff's Office
In Budget Amount: Operating- Capital-
Expenditure Line Item #
Not in Budget Amount:
Funding Source:
Date needed: June 10, 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.

Vehicle Surplus for the Sheriff's Office June 2024. These are the next up for Vehicle surplus. We Will be reusing what police equipment we can and leaving the rest with the vehicles.

13F04-1FAHP2M80DG123293 155,795 miles 2013 Ford Taurus/ Good Car
16F51-1FAHP2MK6GG119443 100,000 miles 2016 Ford Taurus, Bad Transmission, Torque Converter shutter/hesitation
14F56-1FAHP2MK6EG164718 154,128 miles 2014 Ford Taurus
15F67-1FAHP2MK7FG199995 105,901 miles 2015 Ford Taurus Bad PTU
16F82-1FAHP2MK4EG164720 108,387 miles 2016 Ford Taurus, Bad Transmission/water pump
15F123-1FAHP2MK0FG199997 131,154 miles 2015 Ford Taurus Running car, may need battery and A/C work
15F122-1FAHP2MK3FG133699 137,914 miles 2015 Ford Taurus running vehicle, passenger side window regulator.
14F117-1FAHP2MK8EG164722 160,525 miles 2014 Ford Taurus
14F118-1FAHP2MKXEG164723 152,297 miles 2014 Ford Taurus
14F119-1FAHP2MK1EG164724 159,913 miles 2014 Ford Taurus
14F120-1FAHP2MK3EG164725 158,580 miles 2014 Ford Taurus
99F75-1FBSS31L4XHB54661, 225,100 Miles Ford Van Producing black and white smoke out of the exhaust, Transmission fluid low and making noise

Suggested Motion:

Approve Motion to surplus vehicles to be removed from service and transferred to the Road Department to Sale.

Request Made By: Sgt. Phillip Bishop

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:

Agenda Item

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

Meeting Date: June 10, 2024
Subject: Declare Items Surplus
Department: Public Works
In Budget Amount: Operating- _____ Capital- _____
Expenditure Line Item # _____
Not in Budget Amount: _____
Funding Source: _____

Date needed: June 10, 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.

Public Works is requesting the items below to be declared surplus, these items will be sold on govdeal online auction, all items below have life cycled out or repairs exceed value.

#306-2009 John Deere 6330 tractor with Side mower S/N- 1LO6330H611768

#308 -2013 John Deere 6105 tractor with Side mower S/N- 1L06105MCDH761809

#312 - 2009 John Deere 6330 tractor with boom mower S/N - 1LO6330H610872

#314 - 2009 John Deere 6330 tractor with boom mower S/N - LO6330H605764

#316 - 2009 John Deere 6330 tractor with boom mower S/N - LO6330H605396

Suggested Motion:

Declare items surplus to be sold on govdeals

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

Meeting Date: June 10, 2024

Subject: SPLOST purchase of low boy tractor

Department: Public Works

In Budget Amount: Operating- _____ Capital- \$185,051.26

Expenditure Line Item # _____

Not in Budget Amount: \$185,051.26

Funding Source: _____

Date needed: June 10, 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.

Public Works requested quote a for a low boy tractor through Source Well from MHC of Chattanooga

On Oct 9th of 2023, Public Works low boy tractor was damaged in an accident at no fault to Public Works, after getting estimates for repairs, the International dealer could not get the necessary parts to repair the truck due to the year of the truck (1986 International 9300). At this time Public Works is leasing a truck for \$4,168.00 per month.

2025 Kenworth T880 low boy tractor \$ 185,051.26 from MHC Chattanooga , Source -Well

Reason for recommending , Automatic Transmission , In Stock 2-3 weeks from Purchase Order

2024 Freightliner 114SD low boy tractor \$153,900.00 from Premier Truck Group -Non Source Well

Mid August before truck to be built, no estimated delivery date, manual transmission

2024 International HX520SFA low boy tractor \$180,457.93 from Lee Smith Inc.- Source Well

Mid August -September before delivery, manual transmission

2024 Peterbilt 567 low boy tractor \$188,986.00 from the The Pete Store - Source Well

Automatic Transmission , In Stock 2-3 weeks from Purchase Order

Suggested Motion:

Ratify purchase of Low Boy Tractor from MHC of Chattanooga \$185,051.26

Request Made By: Brian Brackett

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:



NEW TRUCK ORDER

CHATTANOOGA, TN 37421
7831 LEE HWY
1-423-698-4461

TENNESSEE KENWORTH, LLC ("Dealer")

doing business as: MHC KENWORTH - CHATTANOOGA

PURCHASER			ADDRESS				
Whitfield County Public Works			170 Gillespie Drive				
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY	DATE
706-278-7167			Dalton	GA	30721	WHITFIELD	04/29/2024
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2025	KW	T880			DEREK BATES	
STOCK NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
				04/25/2024		Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET						\$185,051.26	
2025 KW T880 DAY CAB TRACTOR MX 13 POWER AUTO TRANS WHITE IN COLOR WET KIT LIGHT BAR AND HEAD ACHE RACK INCLUDED This is a Source Well quote. NO FET OR SALES TAX INCLUDED							

TRADE TERMS AGREEMENT APPLICABLE ☒ YES**NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.**

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT				
YEAR	MAKE	MODEL	SUBTOTAL	\$185,051.26
			BUSINESS TAX	
SERIAL NUMBER			SALES TAX	
			LOCAL TAX	
BALANCE OWED TO			DOCUMENTATION FEE	\$295.00
			REGISTRATION FEES	
			TOTAL DELIVERED PRICE	\$185,346.26
			LESS: TRADE-IN ALLOWANCE	
			LESS: BALANCE OWED ON TRADE-IN	
			TRADE-IN EQUITY	
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery \$185,346.26	
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			READ ALL PAGES OF THIS ORDER THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER. THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER. THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF. ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE. ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.	
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.				
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.				

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

(77-271723-430550)

Customer Initials _____

TRCK-SALE-WI-4.3-02-A (REV 05/13)

MHCUDI795000

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. **Used Vehicles:** Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

Agenda Item



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

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

Meeting Date: June10, 2024

Subject: Ratify SPLOST purchase of Hyd Excavator

Department: Public Works

In Budget Amount: Operating- _____ Capital- _____

Expenditure Line Item # _____

Not in Budget Amount: _____

Funding Source: _____

Date needed: May 13, 2024

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

At this time Public Works is renting a Hyd Excavator monthly for \$9,000 to \$10,000 per month, due to the increase in work productivity with work orders and cross drain replacement. The schedule of cross drain replacement are determined by the availability of a Hyd. Excavator for rental

Public Works is requested quotes through Source Well for a Hyd.Excavator from Tractor Equipment Company
2024 Komatsu PC238USLC-11 \$270,412.84

Suggested Motion:

Ratify the purchase from Tractor Equipment Company for a Komatsu PC238USLC-11 \$270,412.84

Request Made By: Brian Brackett

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:



Tractor & Equipment Company

Serving the Southeast Since 1943.

4-23-2024

Whitfield County Public Works
Dalton, GA

Tractor & Equipment Company is pleased to quote the following: **(1) NEW PC238USLC-11 Hydraulic Excavator Sourcewell Pricing** . Equipped as follows:

- Komatsu Powered Engine SAA4D107E-3
- Komatsu Variable Gauge Turbo Charger
- Close Center Load Sensing (CLSS) System
- 18'-8" Boom W/ 9'-6" Arm
- **31.5" Triple Grouser Track Pads**
- **42" Bucket**
- **HCT Lines Kit**
- **Solesbee Hydraulic Thumb**
- Closed Cab W/ Heat/ Ac, Radio, (2) 12V Aux. Jack
- Roll-Over Protective System Cab (ROPS)
- High Capacity Operators Seat 'Heated'
- 7" LCD Monitor Panel
- Equipment Managing Monitoring System (EMMS)
- Rearview Camera Monitoring System
- **Komtrax Level 5.0 Monitoring System- Free For Life**
- **Komatsu Care Program for 5 Years/ 3,000 Hours**
- **Standard Manufactures Warranty 5 year/ 3,000 Hours**
- **No Travel Fee on Service Calls**

F.O.B. Dalton, GA..... \$270,412.84

Thank you for giving Tractor & Equipment Company the opportunity to meet your needs.

Charlie Pettit
TEC Sales Representative

**** Quote is valid for 30 Days from above dated. Quote is subject to change after****

Agenda Item



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

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

Meeting Date: June 10, 2024

Subject: SPLOST purchase of trench roller

Department: Public Works

In Budget Amount: Operating- _____ Capital- _____

Expenditure Line Item # _____

Not in Budget Amount: _____

Funding Source: _____

Date needed: May 13, 2024

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

At this time Public Works is renting a trench roller monthly for \$2,400 per month, due to the increase in work productivity with work orders and cross drain replacement. The schedule of cross drain replacement are determined by the availability of a trench roller for rental

Public Works is requested quotes through Source Well for a trench roller from Tractor Equipment Company
2024 Hamm HTS-15 trench roller \$47,800

Suggested Motion:

Approve purchase of trench roller from Tractor Equipment Company, Calhoun , Ga
for \$47,800

Request Made By: Brian Brackett

County Administrator's
Recommended Action:

Clerk Use ONLY

Motion/Second:	Approved:	Date:



Tractor & Equipment Company

Serving the Southeast Since 1943.

04-21-2024

Whitfield County Public Works
Dalton, GA

Tractor & Equipment Company is pleased to quote the following: **1Hamm HTC15 Trench Comapactor NEW SOURCEWELL Pricing**. Equipped as follows:

- Kohler Powered Engine (3 cylinder)
- Articulated Center Section
- **32" Steel Drum Pad Foot**
- Vibrating Front and Rear Drums
- Remote Control with 3 Sensors
- Tip Over Protection
- **Warranty 1 year/ 2,000 Hours**

F.O.B. Dalton , GA..... \$47,800.00

Thank you for giving Tractor & Equipment Company the opportunity to meet your needs.

Charlie Pettit

TEC Sales Representative

**** Quote is valid for 30 Days from above dated. Quote is subject to change after****

WHITFIELD COUNTY EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION POLICY

I. Statement of Policy

Whitfield County is an equal opportunity employer and is committed to the principles of non-discrimination and equality of employment opportunities. In accordance with applicable law, Whitfield County prohibits and will not tolerate discrimination, harassment or retaliation against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex, pregnancy (including childbirth, lactation or related medical conditions), sexual orientation, gender identity or expression, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, or any other consideration protected by federal, state or local law. Such prohibition includes but is not limited to Georgia law's prohibition against discrimination of employees and applicants for employment based on age (40-70) and disability, and against wage differentials based on sex.

II. Applicability

This policy applies to all Whitfield County employees, department heads and elected or appointed officials hired by Whitfield County and paid by the Whitfield County Finance Department (Payroll Division), including part-time, non-regular employees, interns and contractors doing business with Whitfield County. Additionally, this policy also protects citizens doing business with Whitfield County. Any employee or other covered individual who believes he or she may have been subjected to discrimination, harassment or retaliation in violation of this Policy, may file an Internal Discrimination Complaint with the Whitfield County Human Resources Department.

III. Prohibition Against Retaliation

Whitfield County strictly prohibits retaliation against: 1) any employee or citizen who opposes any act or practice they perceive to violate this policy; and 2) any employee who has made a charge, testified, cooperated, assisted or participated (in any manner) in any EEO-related investigation, proceeding or hearing. Retaliation is a separate violation, distinct from the initial, underlying discrimination allegation. Individuals found to have engaged in retaliation will be subject to discipline without regard to whether there has been a finding of cause in the underlying, initial harassment complaint. Any employee who feels they have been subjected to retaliation should contact the Whitfield County Human Resources Department immediately.

IV. Establishment and Implementation of Procedure

The Whitfield County Administrator, in consultation with the Human Resources Director and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.