



**MAYOR AND COUNCIL MEETING  
TUESDAY, DECEMBER 19, 2023  
6:00 PM  
DALTON CITY HALL**

**AGENDA**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Commentary:** *(Please Complete Public Commentary Contact Card Prior to Speaking)*

**Special Recognitions:**

1. Special Recognition - Mayor David Pennington

**Minutes:**

- [2.](#) Mayor & Council Minutes of December 4, 2023

**New Business:**

- [3.](#) Resolution 23-26 - Runoff Election Certification
- [4.](#) Temporary Construction Easement & Quit Claim Deed for 701 Greenwood Drive
- [5.](#) General Construction Agreement with Data & Sound Specialties, Inc., for Camera and Access Control Project
- [6.](#) Professional Services Agreement with Prime Engineering for Pickleball Site Analysis
- [7.](#) FY-23 Budget Amendment #6

**Supplemental Business**

**Announcements:**

8. City government offices will be closed Monday, December 25, 2023 and Tuesday, December 26, 2023 for the Christmas holidays and Monday, January 1, 2024 for New Years Day. The next Mayor and Council meeting will be held Monday, January 8, 2024.

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
DECEMBER4, 2023

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor David Pennington, Council members Dennis Mock, Tyree Goodlett, Steve Farrow, City Administrator Andrew Parker and City Attorney Terry Miller.

CALL TO ORDER

Mayor Pennington called the meeting of the Mayor and Council to order.

PLEDGE OF ALLEGIANCE

Council member Mock led the audience in the Pledge of Allegiance.

OATH OF OFFICE – NICKY LAMA

City Attorney Terry Miller administered the Oath of Office to newly elected Council member Ward 2 Nicky Lama. After being sworn in, Lama took his seat on the dais.

APPROVAL OF AGENDA

On the motion of Council member Mock, second Council member Farrow, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Mayor & Council Regular Meeting Minutes of November 27, 2023. On the motion of Council member Mock, second Council member Lama, the minutes were approved. The vote was unanimous in favor.

ADOPTION OF 2024 BUDGETS FOR THE GENERAL FUND, DEBT SERVICE FUND, CAPITAL PROJECTS FUNDS, AND THE SPECIAL REVENUE FUNDS

CFO Cindy Jackson presented Resolution 23-25 to Adopt the 2024 Budgets for the General Fund, Debt Service Fund, Capital Projects Funds, and the Special Revenue Funds. On the motion of Council member Mock, second Council member Farrow, the 2024 Budgets were approved. The vote was unanimous in favor.

ALCOHOL BEVERAGE APPLICATIONS

(1) The Mayor and Council reviewed the following 2023 & 2024 New Alcohol Application:

1. Business Owner: The Waggle, LLC  
d/b/a: The Waggle, LLC  
Applicant: Jeffery Tatum  
Business Address: 825 Chattanooga Ave. Ste 35  
License Type: Pouring Beer, Wine (Lounge)  
Disposition: **New**

On the motion of Council member Farrow, second Council member Goodlett, the application was approved. The vote was unanimous in favor.

ALCOHOL BEVERAGE APPLICATIONS Cont'd

(2) The Mayor and Council reviewed (146) 2024 Alcohol Application Renewals. On the motion of Council member Mock, second Council member Lama, the Renewals were approved. The vote was unanimous in favor. A copy of the complete list is a part of these minutes.

SERVICE AGREEMENT BETWEEN POLICE DEPARTMENT AND FLOCK GROUP INC.

Chief Cason presented the updated Service Agreement and order form between Police Department and Flock Group Inc. for the purchase and installation of two additional mounted cameras and a yearly price guarantee on all cameras. On the motion of Council member Mock, second Council member Goodlett, the Service Agreement was approved. The vote was unanimous in favor. A copy of the purchase price and installation is a part of these minutes.

MOWING & LANDSCAPING SERVICES FY 2024-2026 BID ALTERNATE "A"  
CONTRACT WITH DILBECK LAWN AND LANDSCAPE DESIGN INC.

Public Works Project Manager T. Jackson Sheppard, E.I.T., presented the Mowing & Landscaping Services FY 2024-2026 Bid Alternate "A" Contract with Dilbeck Lawn and Landscape Design Inc. in the amount of \$295,000. On the motion of Council member Goodlett, second Council member Mock, the bid was accepted. The vote was unanimous in favor.

MOWING & LANDSCAPING SERVICES FY 2024-2026 BID ALTERNATE "B" & "C"  
CONTRACT WITH IMPERIAL LANDSCAPES, INC.

Public Works Project Manager T. Jackson Sheppard, E.I.T., presented Mowing & Landscaping Services FY 2024-2026 Bid Alternate "B" & "C" Contract with Imperial Landscapes, Inc. in the amount of \$323,699.82. On the motion of Council member Farrow, second Council member Lama, the bid was accepted. The vote was unanimous in favor.

TRAFFIC CONTROL CHANGE – N. SELVIDGE STREET - NO PARKING

Public Works Project Manager T. Jackson Sheppard, E.I.T., presented the Traffic Control Change regarding North Selvidge Street - No Parking. Sheppard stated the proposal is to make North Selvidge Street from Waugh Street to Chattanooga Avenue "No Parking" on both sides of the road to aid in safety issues that the corridor is experiencing due to Selvidge Street being reduced to one lane for several hundred feet for long periods of time forcing vehicles into on coming traffic. On the motion of Council member Mock, second Council member Goodlett, the traffic control change was approved. The vote was unanimous in favor.

ARCADIS TASK ORDER #010 – CROWN CREEK REGIONAL DETENTION STUDY &  
DESIGN

Public Works Project Manager T. Jackson Sheppard, E.I.T., presented Arcadis Task Order #010 – Crown Creek Regional Detention Study & Design in the amount of \$309,761 to perform a study of the Crown Creek watershed originating around the Vernon Avenue area and terminating at Chattanooga Avenue near Chenille Drive. On the motion of Council member Mock, second Council member Goodlett, the Task Order was approved. The vote was unanimous in favor.

APPOINTMNET – WLSF COMMISSION

On the motion of Council member Farrow, second Council member Goodlett, the Mayor and Council appointed Ken White to the WL&SF Commission for a 5-year term to expire December 31, 2028. Current member is Mark Mixer. The vote was unanimous in favor.

ANNEXATION - HMC HOLDING, INC. AND DALTON WHITFIELD COUNTY JOINT DEVELOPMENT AUTHORITY

The Mayor and Council reviewed Ordinance 23-26, the request of HMC Holdings, Inc. and Dalton-Whitfield County Joint Development Authority to annex 14.93 acres located on Lofts Way, into the City of Dalton, GA as High Density Residential (R-7). Parcel (12-160-25-000). On the motion of Council member Farrow, second Council member Mock, the Annexation was approved. The vote was unanimous in favor.

ANNEXATION - HAMILTON MEDICAL CENTER, INC.

The Mayor and Council reviewed Ordinance 23-27, the request of Hamilton Medical Center, Inc. to annex 30.41 acres located on multiple parcels into the City of Dalton, GA. as General Commercial (C-2). Parcels (12-145-01-001, 12-145-01-002, 12-145-01-003, 12-145-01-004, 12-145-03-000, 12-159-01-021, 12-160-19-000, 12-16-34-000, 12-160-09-000, 12-160-37-000, 12-160-58-000, and 12-160-59-000). On the motion of Council member Mock, second Council member Farrow, the Annexation was approved. The vote was unanimous in favor.

REZONING REQUEST - HAMILTON CHILDREN’S INSTITUTE, INC.

The Mayor and Council reviewed Ordinance 23-29, the request of Hamilton Children’s Institute, Inc. to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) a tract of land totaling 7.02 acres located at 1402 Walston Street, Dalton, Georgia. Parcel (12-184-01-047) On the motion of Council member Farrow, second Council member Goodlett, the Re-zoning request was approved. The vote was unanimous in favor.

REZONING REQUEST - HLTC, Inc.

The Mayor and Council reviewed Ordinance 23-30, the request of HLTC, Inc. to rezone from Neighborhood Commercial (C-1) and High Density Residential (R-7) to General Commercial (C-2) tracts of land totaling 18.73 acres located at 1102 Burleyson Road, 1110 Burleyson Road, 1115 Professional Blvd. and 1212 Broadrick Drive, Dalton, Georgia. Parcels (12-160-14-000) (12-160-15-000) (12-160-22-000) (12-183-04-022). On the motion of Council member Farrow, second Council member Mock, the Re-zoning request was approved. The vote was unanimous in favor.

REZONING REQUEST - HAMILTON MEDICAL CENTER, INC.

The Mayor and Council reviewed Ordinance 23-31, the request of Hamilton Medical Center, Inc. to rezone from Neighborhood Commercial (C-1) to General Commercial (C-2) tracts of land totaling 95.13 acres located in Dalton, Georgia. Parcels (12-159-01-058, 12-160-02-001, 12-160-02-002, 12-160-02-003, 12-160-02-004, 12-160-03-000, 12-160-06-000, 12-160-16-000, 12-160-21-001, 12-160-21-006, 12-160-39-000, 12-160-51-000, 12-161-01-087, 12-182-02-001, 12-182-02-007, 12-182-02-041, 12-182-15-000, 12-183-03-000, 12-183-04-001, 12-183-04-002, 12-183-04-003, 12-183-04-004, 12-183-04-005, 12-183-04-009, 12-183-04-110, 12-183-04-111, 12-183-04-112, 12-183-04-113, 12-183-04-114, 12-183-04-115, 12-183-04-117, 12-183-04-119, 12-183-04-020, 12-183-04-021, 12-183-04-024, 12-183-05-000, 12-183-10-000, 12-183-11-000, 12-184-01-001, 12-184-01-010, and 12-184-01-039). On the motion of Council member Mock, second Council member Lama, the Re-zoning request was approved. The vote was unanimous in favor.

DEANNEXATION - KOBAYASHI HEALTHCARE INTERNATIONAL, INC.

The Mayor and Council reviewed Ordinance 23-32, a request of Kobayashi Healthcare International, Inc. to de-annex 12.32 acres located at 235 and 245 Kraft Drive, Dalton, GA from the City of Dalton, Parcel (13-025-11-000). On the motion of Council member Farrow, second Council member Goodlett, the deannexation request was approved. The vote was unanimous in favor.

REZONING REQUEST - JUAN FIGUEROA

The Mayor and Council reviewed Ordinance 23-33, the request of Juan Figueroa to rezone from Heavy Manufacturing (M-2) to High Density Residential (R-7) a tract of land totaling 1.12 acres total located on Waring Road, Dalton, Georgia. Parcel (12-143-11-003). On the motion of Council member Mock, second Council member Goodlett, the Re-zoning request was approved. The vote was unanimous in favor.

REZONING REQUEST - BRYAN SPENCE/ STRAIGHT AND FREDERICK STREETS

The Mayor and Council reviewed Ordinance 23-34, the request of Bryan Spence to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.19 acres located at Straight and Frederick Streets, Dalton, Georgia. Parcel (12-218-02-020). On the motion of Council member Lama, second Council member Farrow, the Re-zoning request was approved. The vote was unanimous in favor.

REZONING REQUEST - GONZALO GALVAN

The Mayor and Council reviewed Ordinance 23-35, the request of Gonzalo Galvan to rezone from Medium Density Single Family Residential (R-3) to Rural Residential (R-5) a tract of land totaling 0.29 acres located on Mitchell Street, Dalton, Georgia. Parcel (12-200-11-018). On the motion of Council member Mock, second Council member Farrow, the Re-zoning request was approved. The vote was unanimous in favor.

REZONING REQUEST - JORGE ROMERO LOREDO

The Mayor and Council reviewed Ordinance 23-36, the request of Jorge Romero Loredó to rezone from Transitional Commercial (C-4) to Limited Commercial (C-1A) a tract of land totaling 0.21 acres located at 1127 S. Thornton Avenue, Dalton, Georgia. Parcel (12-257-01-006). On the motion of Council member Mock, second Council member Lama, the Mayor and Council denied the Limited Commercial (C-1A) request and zoned the property R-5 Only. The vote was unanimous in favor.

REZONING REQUEST - ROYAL OAK COMMUNITY, LTD.

The Mayor and Council reviewed Ordinance 23-38 The request of Royal Oak Community, Ltd. to rezone from High-Density Residential (R-7) to General Commercial (C-2) a tract of land totaling 15.21 acres located at 1220 Broadrick Drive, Dalton, Georgia. Parcel (12-183-04-023). On the motion of Council member Mock, second Council member Farrow, the Re-zoning request was approved. The vote was unanimous in favor.

ANNOUNCEMENTS

The City Council Meeting scheduled for Monday, December 18, 2023 has been cancelled and rescheduled for Tuesday, December 19, 2023. City government offices will be closed Monday, December 25, 2023 and Tuesday, December 26, 2023 for the Christmas holidays.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:31 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Post: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12/19/2023  
**Agenda Item:** Resolution 23-26 - Runoff Election Certification  
**Department:** City Clerk  
**Requested By:** Gesse Cabrera  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** N/A  
**Funding Source if Not in Budget** N/A

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

Resolution 23-26 - Certification of the runoff election results of December 5, 2023.

**RESOLUTION 23-26**

CITY OF DALTON, WHITFIELD COUNTY, STATE OF GEORGIA

The Mayor and Council of the City of Dalton, Georgia duly assembled on Tuesday December 19, 2023, for the purpose of declaring the results of the City of Dalton Runoff Election held on Tuesday, December 5, 2023 after consolidation of the returns of this election, do hereby declared the results of the same as follows:

- FOR Dalton Board of Education (John Tulley Johnson):

John Tulley Johnson .....received 481 votes.

Laura Orr .....received 430 votes.

We declare **John Tulley Johnson** as duly elected Dalton Board of Education Member.

This the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
David Pennington III, Mayor

\_\_\_\_\_  
Dennis Mock, Councilmember

\_\_\_\_\_  
Nicky Lama

\_\_\_\_\_  
Tyree Goodlett, Councilmember

\_\_\_\_\_  
Steve Farrow, Councilmember

\_\_\_\_\_  
Bernadette Chattam, CMC  
City Clerk



# Election Summary Report

General Election

Whitfield

December 05, 2023

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

OFFICIAL & COMPLETE

Precincts Reported: 10 of 23 (43.48%)

Registered Voters: 911 of 17,520 (5.20%)

Ballots Cast: 911

## Muni Board of Education (Johnson) - Dalton (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

	Total	
Times Cast	911 / 17,520	5.20%

Candidate	Party	Total
John "Tulley" Johnson (I)		481
Laura Orr		430
Total Votes		911

	Total
Unresolved Write-In	0



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	12/19/2023
<b>Agenda Item:</b>	701 Greenwood Drive Temporary Construction Easement & Quit Claim Deed
<b>Department:</b>	Public Works
<b>Requested By:</b>	Chad Townsend
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	N/A
<b>Funding Source if Not in Budget</b>	N/A

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

This request is to execute the Temporary Construction Easement, and Quit Claim Deed located on the property of 701 Greenwood Drive. The Temporary Construction Easement is to complete elements of the Ridge Street Stormwater Bypass Project that encroach into the property, and the Quit Claim Deed is for half of the unopened Ridge Street right-of-way. The records obtained from the Clerk's office indicate the unopened right-of-way in question was previously closed by the City at a previous Mayor and Council Meeting in 1986.

The Temporary Construction Easement is valid through the completion of construction of the Ridge Street Stormwater Bypass Project.

See attached proposal for additional information about the scope of services.

## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

4th This Temporary Construction Easement (sometimes the "Agreement") is made this day of December, 2023 (the "Effective Date"), by and between **Ann H. Davies**, party of the first part (hereinafter "Grantor"), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter "Grantee"), their respective heirs, administrators, successors and assigns:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Ridge Street** (the "City Property"); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**NOW, THEREFORE**, in consideration of the agreements by and between the parties as described, together with sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit "A" (the "Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the "Construction Project"). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in one-hundred-and-sixty-eight (168) calendar days or less once on site. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of one-hundred-and-sixty-eight (168) calendar days beginning on the date of commencement. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
- (b) the right to cut away, remove and dispose of all trees, undergrowth or other obstructions which exist on the Temporary Construction Easement, which removal is necessary for stormwater and erosion control within the easement area;
- (c) the right to install stone rip rap, fabric or other materials for stormwater and erosion control within the easement area; and
- (d) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Property.

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property, including without limitation the right to construct and maintain a private driveway for ingress and egress to the Grantor's tract or parcel from Ridge Street in accordance with the City's private drive access standards.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.
- (c) Grantee covenants and agrees to convey its interest in and to the west one half of the abandoned portion of Ridge Street, as it abuts Lots Nos. 78, 79, 80, 81, 82, 83, 84, 85, 86, 120, 121, 122, 123, 124, 125, 126, 127, 128 and 129 of the Greenwood Subdivision, by a quit claim deed (the "Quit Claim Deed"), to Grantee, subject to any existing utility easements and subject to the easements granted in this Agreement by Grantor to Grantee.
- (d) Grantee agrees to construct a driveway apron from the existing City of Dalton Right of Way at the southerly terminus of Ridge Street (the "Existing Right of Way") to

the north line of property described in the Quit Claim Deed referenced in paragraph 5(c) above, that will allow access from the Existing Right of Way to the Property (the "Access Right of Way").

- (e) Grantee covenants and agrees that the Access Right of Way will suffice for the purposes of any present or a future driveway permit or building permit used for access to or used in connection with the construction of a building on the Property as the connection to the Existing Right of Way and the Property.

6 **Covenants of Grantor.**

- (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.
- (b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.

7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee.


11. **Time of Essence.** Time is of the essence with respect to this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signatures on next page]

**IN WITNESS WHEREOF**, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Unofficial Witness

Grantor:

  
\_\_\_\_\_  
Ann H. Davies

Notary Public  
My Commission Expires:



Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

Grantee:

CITY OF DALTON

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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

Attest: \_\_\_\_\_  
Clerk

**EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12th District and 3rd Section of Whitfield County, Georgia, and being Lot No.129 and a portion of Lots Nos. 78, 79, 80, 81, 82, 83, 84, 85, 86, 120, 121, 122, 123, 124, 125, 126, 127, 128 and 129 recorded in Plat Book 1 Page 68-29 (Plat Cabinet A Slides 16-17), Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

**EXHIBIT "B"**

**701 GREENWOOD DR. TEMPORARY CONSTRUCTION EASEMENT**





|Space above this line for recording data. |

Please Record and Return To:

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

## QUIT CLAIM DEED

**Georgia, Whitfield County**

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **Ann H. Davies**, Grantee.

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

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and 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, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the following land:

The west half of Ridge Street adjoining Lot Nos. 120, 121, 122, 123, 124, 125, 126, 127, 128 and 129 of the Greenwood Subdivision, as shown on a plat of survey of said subdivision recorded in Plat Book 1 Page 68-29 (Plat Cabinet A Slides 16-17), Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

**THE GRANTOR**, hereby reserves for itself, its successors and assigns, the right to construct, maintain, operate, repair and remove electric, natural gas, water, drainage, and/or sanitary sewer lines through over or under said property.

**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 so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

**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:

**City of Dalton, Georgia**

\_\_\_\_\_  
Unofficial Witness

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

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

[Seal]



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-19-2023

**Agenda Item:** Data & Sound Specialties, INC.  
Camera and Access Control Project

**Department:** Information Technology

**Requested By:** Jorge Paez

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$66,500

**Funding Source if Not in Budget** FY 2023- CIP

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

The City of Dalton published a request for proposals to install new cameras and a new door access control system at city hall and at the police department building. We would like to award the project to Data & Sound Specialties, INC. out of Blue Ridge, GA for a total cost of \$66,500. They scored the highest during the review and grading process. They were not the lowest bid, but the difference was \$1,075.15. With this company's experience and the work they have done at the Dalton Trade & Convention center we are very confident that they will be able to complete the job in a timely manner.

## **Attachment A – Contract**

### **CITY OF DALTON**

### **GENERAL CONSTRUCTION AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 13th day of December, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Data & Sound Specialties, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY owns certain real Property located at 300 W. Waugh St., City Hall and 301 Jones St., Dalton Police Department; and

WHEREAS, CITY desires to install necessary cabling and connections for camera installations, access control and other associated infrastructure for network upgrades located on said Properties; and

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. CONSTRUCTION SITE(S): The real property upon which the project shall be constructed is located at 300 W. Waugh St. and 301 Jones St. Dalton, GA 30720, hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property at the following days and times to complete the project:

Days: Monday - Friday

Time of day: 7:30AM – 5:00PM

In the event that CONTRACTOR should desire to use the subject property on additional dates or times, CONTRACTOR shall obtain written authorization from City Administrator- City of Dalton. CONTRACTOR shall not restrict the public use of or access to the subject property except as may be authorized by the City Administrator. The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for construction of the subject project and related storage only and not for any other commercial operations.

---

The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint and solvents or other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount, and stored and used only as approved by the CITY and in accordance with applicable federal, state and local statutes, ordinances, rules and regulations in force during the term of the Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Camera, access control and other associated network cabling & upgrades (RFP) which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project on 02 JAN 24. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project on or before 16 FEB 24.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the total sum of \$66,500.00 for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$250 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal Subject property remaining on the subject property or possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR and may be disposed of by CITY without liability to CONTRACTOR. All permanent improvements to the subject property shall become the Subject property of

---

the CITY.

10. CITY COVENANTS: CITY covenants and agrees:
  - (a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
  - (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;
  - (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Assistant City Administrator;
  - (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for CONTRACTOR to complete the scope of services;
  - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
  - (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
  - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
  - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
  - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
  - (e) to use the subject property in a safe, careful and lawful manner;
  - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;

- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or Subject property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal Subject property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
  - (1) Workers' Compensation statutory limits;
  - (2) Employer's Liability:
    - a. Bodily Injury by Accident - \$100,000.00
    - b. Bodily Injury by Disease - \$500,000.00 policy limit
    - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.



15. **SUBCONTRACTORS:** The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. **NOTICES:** Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: P.O. Box 1807 Blue Ridge, GA 30513

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. **CONTRACT DOCUMENTS:** The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole Subject property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. **VENDOR:** CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. **TERMINATION OF CONTRACT:** In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. **WARRANTY:** CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. **BONDS:** CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Request For Proposal provided in Section 3 – Project description.

23. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) **Severability of Invalid Provisions.** If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONTRACTOR:

CONTRACTOR:  
Data & Sound Specialties, Inc.

By: 

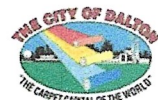
Title: President

CITY:

CITY OF DALTON, GEORGIA

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

Attest: \_\_\_\_\_  
CITY CLERK





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12/19/2023  
**Agenda Item:** Pickleball Site Analysis  
**Department:** Parks and Recreation/Administration  
**Requested By:** Andrew Parker  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$19,500  
**Funding Source if Not in Budget** CIP

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

Provide engineering design services for site analysis involving fifteen (15) pickleball courts and a restroom building compared on two city owned properties, Al Rollins and James Brown Park. The work provided will include a preliminary site layout, grading and drainage, and utility plan for each site with associated estimates of probable costs for site development related work to help determine the most suitable property for the project.

**CITY OF DALTON  
ADMINISTRATION**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 19th day of December, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Prime Engineering Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on December 19, 2023. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before April 1, 20 24.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$19,500 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
  - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
  - (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
  - (e) to use the subject property in a safe, careful and lawful manner;
  - (f) to promptly report within (3) days in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
  - (g) to promptly report within (3) days in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
  - (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
  - (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
  - (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
  - (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
  - (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
  - (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
  - (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY

harmless against all damage or loss resulting from CONSULTANT'S use and occupancy of the subject property or from negligence, including errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees. This indemnity shall not be applicable when such damage or loss is caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONSULTANT for any claims arising from CONSULTANT'S use and occupancy of the subject property or performance of the scope of work.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

12. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage on or before the commencement date of the Agreement. Such insurance policies in subsections (a), (b), and (c) below shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

(a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

(c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O



policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, nor affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Prime Engineering Incorporated  
3715 Northside Parkway, NW  
Building 300, Suite 200  
Atlanta, GA 30327

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement for Request for Proposal or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONSULTANT'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONSULTANT shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of

its provisions. However, nothing in this clause shall constitute a warranty by Consultant.

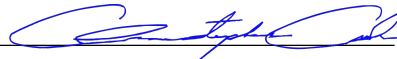
(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees in the event the CITY is the prevailing party.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT:

CONSULTANT:  
Prime Engineering, Inc.

By: 

Title: Vice President

CITY:

CITY OF DALTON, GEORGIA

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

Attest: \_\_\_\_\_  
CITY CLERK

# EXHIBIT A

December 11, 2023

Andrew Parker, P.E.  
City Administrator  
City of Dalton  
300 W. Waugh St  
Dalton, GA 30722  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov)  
706-529-2404

Re: Proposal for Engineering Services  
Pickleball Site Analysis  
300 W. Waugh Street  
Dalton, Ga 30720

Dear Mr. Parker:

Prime Engineering, Inc. appreciates the opportunity to submit this proposal for engineering design services for site analysis involving fifteen (15) pickleball courts and a restroom building compared on two city owned properties, Al Rollins Park and James Brown Park (Parcel 12-296-14-000 and 12-180-04-000).

## Project Understanding

We understand the development will consist of a preliminary site analysis for a new pickleball complex consisting of approximately fifteen (15) courts and a restroom building. Two (2) city owned sites will be compared for site development. The following proposal is to assist the Owner in a preliminary site analysis comparing the two sites for the new pickleball complex. The work will include a preliminary site layout, grading and drainage, and utility plan for each site with associated estimates of probable costs for site development related work to assist the City in determining the most suitable property for the proposed project.

## Project Scope

This proposal is for a preliminary site analysis for a new pickleball complex as shown in the provided conceptual plan.

Our proposed scope of work includes the following:

- **Preliminary Site Analysis:**
  - Prepare site layout plan for each site including fifteen (15) pickleball courts and restroom building. Confirm site layout plan(s) meets AHJ requirements.
  - After owner approval of initial site layout plans, preliminary site development design will include the following for each site:
    - Concept site layout plan
    - Concept grading, drainage and utility plans
    - Concept planning of stormwater management facilities

3715 Northside Parkway, NW  
Building 300, Suite 200 ▪ Atlanta, GA 30327  
main: 404-425-7100 ▪ fax: 404-425-7101 ▪ [www.prime-eng.com](http://www.prime-eng.com)

- Opinion of Probable Construction Cost
- Standard estimated reimbursable expenses include mileage, printing, and courier services as may be required for the execution of the project.

## Project Assumptions and Clarifications

The following clarifies the Scope of Services:

1. Survey data, if available, will be provided by owner. If no survey data exists, Prime will use other available existing conditions data to provide conclusions in the preliminary engineering report. Such data may include, but not be limited to, various available GIS data and may not reflect most current existing conditions.
2. One site visit is included.
3. No Permit or Construction drawings are included.
4. No survey work is included.
5. No geotechnical services or reports are included.
6. A full hydrology report or studies are not included.
7. Environmental reports or delineations are not included and will be supplied by owner, if required.
8. No retaining wall design is included.
9. No site lighting or electrical engineering services are included.
10. The owner provided conceptual plans will be used as basis of design.
11. Dalton Utilities is the utility provider for electrical, water, and sewer systems that would service the proposed development.

## Professional Fees and Reimbursables and Expenses

Professional Fees	Total
<b>Preliminary Site Analysis</b>	<b>\$19,300</b>
<b>Reimbursable Expenses</b>	<b>\$200</b>
Travel and Sustenance	

**Total Professional Fees & Expenses: \$19,500**

The following services can be performed by Prime Engineering as supplemental services and will be subject to our standard hourly rates:

- ✓ Survey Services
- ✓ Construction Administration Services
- ✓ Additional Site Visits
- ✓ As-builts/record drawings
- ✓ Reimbursable expenses in excess of stated budget
- ✓ Environmental testing, reporting, or consulting services
- ✓ Permit and Review fees

3715 Northside Parkway, NW  
 Building 300, Suite 200 ▪ Atlanta, GA 30327  
 main: 404-425-7100 ▪ fax: 404-425-7101 ▪ www.prime-eng.com

Our Hourly Task Rate Schedule and client provided Conceptual Plan are attached and are considered part of the contract documents. Please contact us with any comments or questions that you may have regarding this information. We thank you again for this opportunity and look forward to working with you.

This proposal will be open for acceptance for a period of sixty (60) days unless changed by us in writing. Thank you for considering Prime Engineering, Inc. for this assignment.

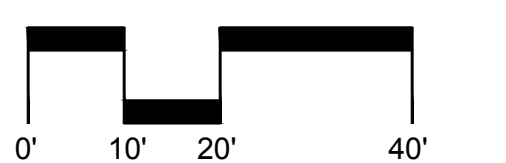
Sincerely,



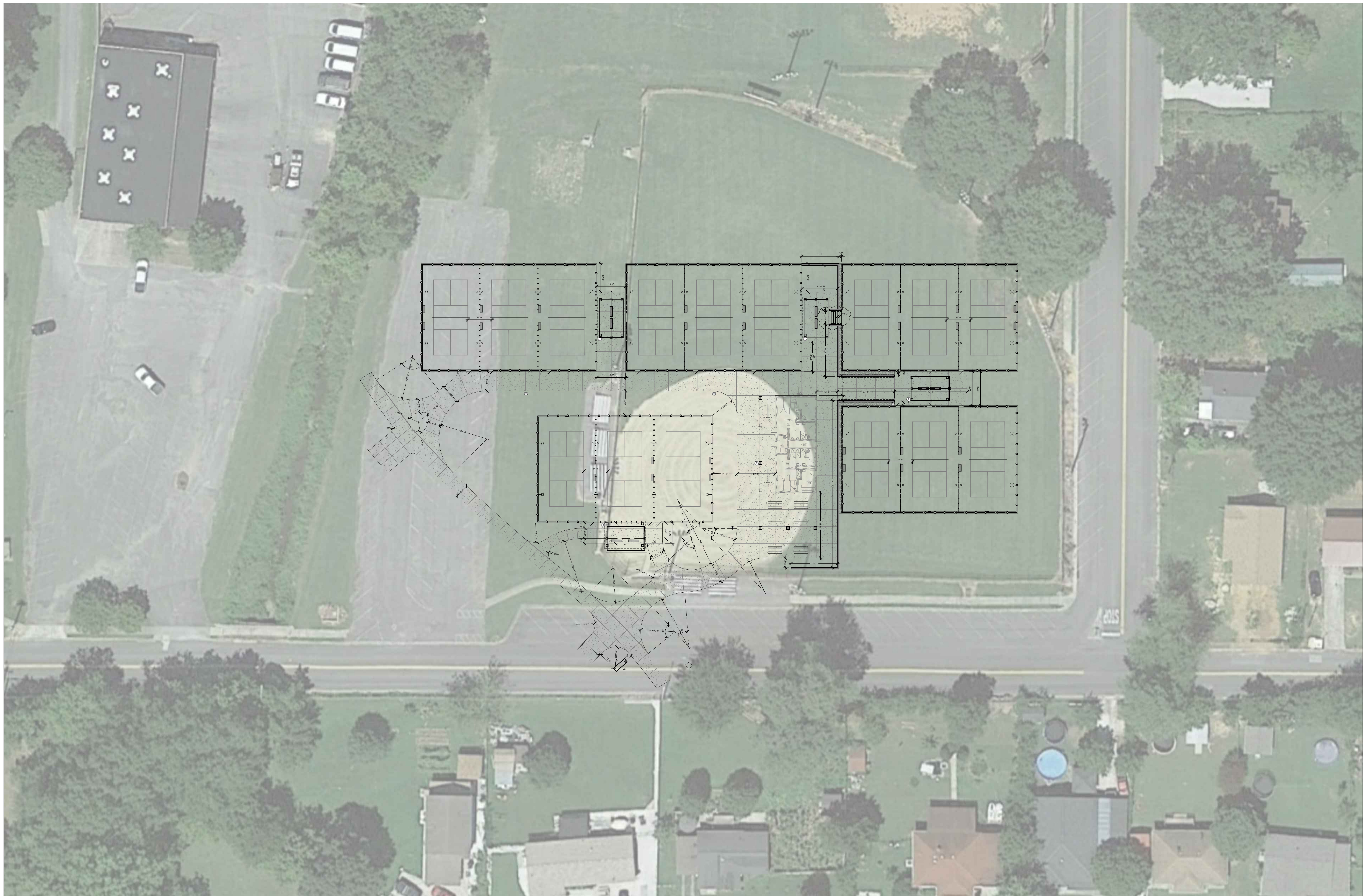
Katie Strickland, P.E.  
Senior Project Manager  
Prime Engineering, Inc.



**SITE 1 - AL ROLLINS PARK**  
SCALE: 1"=20'







 **SITE 2 - DALTON CIVIC PARK**  
SCALE: 1"=20'



# EXHIBIT B

# HOURLY RATE SCHEDULE

---

## 2023 HOURLY RATE SCHEDULE



### Employee Classification

### Rate Per Hour

1. Principal	300.00
2. Director/Department Head/Vice President/Engineer VIII	250.00
3. Program Manager/Dept. Head/Project Manager III/Engineer VII	225.00
4. Project Manager II/Engineer VI	200.00
5. Project Manager I/Engineer Grade V	185.00
6. Engineer IV	155.00
7. Engineer III	150.00
8. Engineer II	135.00
9. Engineer I	120.00
10. Intern II	100.00
11. Intern I	75.00
12. Architect VIII	250.00
13. Architect VII	225.00
14. Architect VI	200.00
15. Architect V	175.00
16. Architect IV	160.00
17. Architect III	145.00
18. Architectural Designer IV	145.00
19. Architectural Designer III	135.00
20. Architectural Designer II	125.00
21. Architectural Designer I	106.00
22. Construction Manager V	175.00
23. Construction Manager IV	155.00
24. Construction Inspector III	135.00
25. Construction Inspector II	120.00
26. Construction Inspector I	100.00
27. Landscape Architect V	180.00
28. Landscape Designer	130.00
29. Design Coordinator VII	170.00
30. Designer VI	160.00
31. Designer V	150.00
32. Designer IV	135.00
33. Designer III	125.00
34. Designer II	110.00
35. Designer I	90.00
36. Registered landscape Architect	180.00
37. Landscape Designer	130.00
38. Surveyor VIII	250.00
39. Surveyor VII	185.00
40. Surveyor VI	170.00
41. Surveyor V	155.00
42. Surveyor IV	155.00
43. Surveyor III	130.00
44. Surveyor II	115.00
45. Surveyor I	95.00
46. One Person Survey Crew	133.00
47. Two Person Survey Crew	235.00
48. SUE Crew	157.00

---

January – December 2023

12/16/2022

# HOURLY RATE SCHEDULE

---

49. Contract Administrator	120.00
50. Executive Assistant	115.00
51. Marketing Specialist	140.00
52. Writer/Editor/Visual Communications Coordinator	125.00
53. Marketing Communications Assistant	95.00
54. Office Manager/Clerical	75.00

**HOURLY RATES SCHEDULE NOTES:**

1. In addition to the hourly fee for services, Prime Engineering will be reimbursed for job related expenses including but not limited to travel, reprographic costs and supplies, interim review document printing, mail and express mail services and printing costs. Job related expenses associated with the tasks performed under this agreement shall be billed as incurred and as provided under the task orders to this contract and each of the respective additional services tasks (if any).



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-4-23

**Agenda Item:** Budget Amendment #6

**Department:** Finance

**Requested By:** Cindy Jackson

**Reviewed/Approved by  
City Attorney?** NA

**Cost:** NA

**Funding Source if Not in  
Budget**

**Please Provide A Summary of Your Request, Including Background Information to  
Explain the Request:**

---

Budget amendment #6 to adjust revenue line items and departmental budgets.

**2023 Budget Amendment**

**Amendment #6**

<b>General Fund</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-In</b>		
Insurance Premium Tax	\$ 246,000	(1)
Interest income	163,000	(2)
	<u>\$ 409,000</u>	
<b>Expenditures &amp; Transfers-out</b>		
Municipal Court	\$ 75,000	(3)
General Gov' Buildings	60,000	(4)
Fire Department	16,000	(5)
Recreation Department	26,000	(6)
Transfer to CIP	133,000	(7)
Contingency	(83,125)	
	<u>\$ 226,875</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ 182,125</u></u>	

- (1) To adjust to actual amount received (\$3,055,164)
- (2) To adjust interest earnings to reflect current rates
- (3) Wages-benefits Court Administrator position and contracted services shortfall
- (4) New HVAC unit at Chamber building; City Hall shortfall in utilities and building maint.
- (5) Shortfall on commercial insurance
- (6) Fee for Kayak rental equipment at Haig Mill - covered by prior year donation - restricted fund balance Haig Mill
- (7) Insurance reimbursement for damages to Mack Gaston gym floor

<b>CIP Fund</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-in</b>		
Transfer in from General Fund	\$ 133,000	(1)
	<u>\$ 133,000</u>	(1)
<b>Expenditures &amp; Transfers-out</b>		
Recreation Repairs & Maintenance	\$ 133,000	(1)
	<u>\$ 133,000</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

- (1) Insurance reimbursement for damages to Mack Gaston gym floor

<b>CCBG Fund</b>	<b>Increase (Decrease)</b>	
<b>Revenues &amp; Transfers-in</b>		
Federal Grant Revenue	\$ 367,600	(1)
	<u>\$ 367,600</u>	
<b>Expenditures &amp; Transfers-out</b>		
Project Admin	\$ 73,450	(1)
Public Facilities	269,150	(1)
Public Service	25,000	(1)
	<u>\$ 367,600</u>	
<b>Net Increase (Decrease) Budgeted Fund Balance</b>	<u><u>\$ -</u></u>	

- (1) To establish budget for 2023-2024 CDBG Funding



# Grant Heating And Air

175 N Park Dr , Suite B  
Chatsworth, GA 30705

*Correct*  
*V# 25378*  
*10/12*

INVOICE	#5393
SERVICE DATE	Nov 16, 2023
INVOICE DATE	Nov 16, 2023
DUE	Upon receipt
AMOUNT DUE	<b>\$15,900.00</b>

Dalton City Hall

(706) 278-9500  
gbatts@daltonga.gov

*100% city*  
*[Signature]*

### CONTACT US

(706) 695-5699  
granthvac@yahoo.com

Service completed by: FRED RAY

## INVOICE

Services	qty	unit price	amount
HVAC Quote 100 South Hamilton Replace upstairs system with American Standard Heat Pump 6 ton commercial split unit Includes both indoor and outdoor units Connect to existing ductwork, electrical, and drainage. and a digital non programmable thermostat. Remove debris 1 year parts warranty with registration 5 year compressor 1 year total warranty	1.0	\$15,900.00	\$15,900.00

*156500-522210-20084*

**Total**

*CC 91450*

**\$15,900.00**

*PO # 47230102*

Your Comfort is our Business

Price good for 30 days

A 3.5% Surcharge will apply to use credit/debit cards


**CITY OF DALTON**  
**QUALIFIED VENDOR WRITTEN QUOTES**  
 (Goods or Services with Aggregate Cost of \$2,500 - \$19,999)

**Department:** Administration  
**Date:** 10/11/2023

**Description of item:** HVAC System replacement at the Chamber of Commerce  
building located at 100 S. Hamilton St.

<u>Vendor</u>	<u>Quote Amount</u>	<u>Comments</u>
<u>Grant Heating &amp; Air</u>	<u>\$15,900.00</u>	<u>Awarded Bid</u>
<u>True Temp Htg. &amp; Air Cond.</u>	<u>\$16,404.00</u>	
<u>Emcor Services</u>	<u>No Bid</u>	

**Note: Minimum of 3 written quotes. Attach form and quotes to purchase order for payment.**

**Approved by:**   
**Date:** 10/11/23



FOR 2023 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010 GENERAL FUND - OPERATING	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENC/REQ	BUDGET	USED
-----							
156500 BUILDINGS & GROUNDS GEN GOV'T							
-----							
156500 523100 INSURANCE COMMERC	50,000	-2,600	47,400	47,399.20	.00	.80	100.0%
TOTAL BUILDINGS & GROUNDS GEN GOV'T	50,000	-2,600	47,400	47,399.20	.00	.80	100.0%
-----							
265000 MUNICIPAL COURT							
-----							
265000 523100 INSURANCE COMMERC	1,090	295	1,385	1,383.00	.00	2.00	99.9%
TOTAL MUNICIPAL COURT	1,090	295	1,385	1,383.00	.00	2.00	99.9%
-----							
321000 PD ADMINISTRATION							
-----							
321000 523100 INSURANCE COMMERC	118,000	23,835	141,835	141,833.00	.00	2.00	100.0%
TOTAL PD ADMINISTRATION	118,000	23,835	141,835	141,833.00	.00	2.00	100.0%
-----							
350000 FIRE DEPARTMENT							
-----							
350000 523100 INSURANCE COMMERC	32,980	16,000	48,980	64,561.11	.00	-15,581.11	131.8%*
TOTAL FIRE DEPARTMENT	32,980	16,000	48,980	64,561.11	.00	-15,581.11	131.8%
-----							
410000 PW ADMINISTRATION							
-----							
410000 523100 INSURANCE COMMERC	46,820	2,310	49,130	49,121.26	.00	8.74	100.0%
TOTAL PW ADMINISTRATION	46,820	2,310	49,130	49,121.26	.00	8.74	100.0%
-----							
422000 ROADS & WALKWAYS							
-----							
422000 523100 INSURANCE COMMERC	3,525	505	4,030	4,028.00	.00	2.00	100.0%



# INVOICE

City of Dalton  
P.O.Box 1205-300 W. Waugh St.  
DALTON GA 30721  
USA

Invoice Date  
Oct 2, 2023

Invoice Number  
INV-0143

Reference  
Kayak Rental - City of  
Dalton

Rent.Fun, LLC  
CFO Group, Robin Koziel  
120 W. Main Street  
Northville, MI. 48167

Item	Description	Quantity	Unit Price	Tax	Amount USD
	Activation Fee	1.00	26,000.00	Tax Exempt	26,000.00
				Subtotal	26,000.00
				TOTAL TAX	0.00
				TOTAL USD	26,000.00

**Due Date: Nov 2, 2023**

Please pay the invoice by ACH or remit check payment.  
Checks need to be payable to Rent.Fun LLC.

Remit Address:  
Attention: CFO Group, Robin Koziel  
120 W. Main Street  
Northville, MI. 48167  
Thank you for your business.

Rent.Fun LLC  
Bank of America  
Business Checking  
Account Number: 375023654663  
Routing Number: 072000805

Sedgwick Claims Management Services, Inc  
 PO Box 14151  
 Lexington, KY 40512-4151

DATE	CHECK AMOUNT	CHECK NUMBER
08/15/2023	133,042.16	137389704
PAYEE		TAX ID
CITY OF DALTON		None
SCMS UNIT		PAGE
660 Sedgwick Claims Management Services, Inc		01 of 01

0000072-0000293 FS130 001 559826



CITY OF DALTON  
 300 W. WAUGH ST.  
 DALTON, GA 30720

Claimant Name	Loss Date	Claim Number
CITY OF DALTON	06/01/2022	4A2210LW6N1-0001
Amt Paid: 133,042.16	Description: Miscellaneous Indemnity/Loss	
Dates: 06/01/2022 - 06/01/2022	Comment: Supplemental check	

*Mack Gaster  
 bym floor  
 damage from  
 2022 claim*

*#100001 - 383000  
 #622000 - 522200*

SWIKFE2DY00.NP



THE FACE OF THIS CHECK IS PRINTED IN BLUE. THE BACK CONTAINS A SIMULATED WATERMARK. SEE BACK FOR DETAILS.

Sedgwick as agent for Argonaut Insurance  
 Argonaut Great Central Insurance Company

ORIGIN Wells Fargo Bank, N.A.  
 8609545

VOID AFTER 60 DAYS

DATE: 08/15/2023

137389704

62-22  
 311

PAY: \*\*\*\*\*ONE HUNDRED THIRTY THREE THOUSAND FORTY TWO AND 16/100 DOLLARS

\$133,042.16

PAY TO  
 THE  
 ORDER  
 OF

CITY OF DALTON

**Sedgwick**

MEMO: \_\_\_\_\_ MP

Argonaut Insurance Company, Principal  
 Sedgwick Claims Management Services, Inc., Agent By:

⑈ 137389704 ⑈ ⑆031100225⑆ 2079950059703⑈

## Cindy Jackson

---

**From:** Andrew Parker  
**Sent:** Friday, November 17, 2023 11:17 AM  
**To:** Cindy Jackson; Caitlin Sharpe  
**Cc:** Mechelle Champion  
**Subject:** RE: TCP Clock Quote for Budgeting

Cindy,

I'm good with the plan you have outlined so that Caitlin can go ahead and be planning for the repairs to be completed.

**P. Andrew Parker, P.E.**  
**City Administrator**  
City of Dalton  
PO Box 1205 | 300 W. Waugh St  
Dalton, GA 30722  
Email: [aparker@daltonga.gov](mailto:aparker@daltonga.gov)  
Office: (706) 529-2404

---

**From:** Cindy Jackson <[cjackson@daltonga.gov](mailto:cjackson@daltonga.gov)>  
**Sent:** Friday, November 17, 2023 10:59 AM  
**To:** Caitlin Sharpe <[csharpe@daltonga.gov](mailto:csharpe@daltonga.gov)>  
**Cc:** Andrew Parker <[aparker@daltonga.gov](mailto:aparker@daltonga.gov)>; Mechelle Champion <[mchampion@daltonga.gov](mailto:mchampion@daltonga.gov)>  
**Subject:** RE: TCP Clock Quote for Budgeting

Caitlin,

The reimbursement check that we received has been deposited into the general fund so these proceeds will be a part of our fund surplus and carried over to 2024.

When you are ready to do the repairs to the floor, we will do a budget amendment and just state that insurance funds were received in the prior year.

Andrew & Caitlin,

We could move the insurance reimbursement funds out of the general fund over to CIP before the end of the current year.

That way the funds will be pulled out of the general fund all together and not skew Caitlin's 2024 operating budget. When she's ready to do the repairs, we'll get a budget amendment for CIP and the money will already be "restricted" for those repairs.

I wouldn't want to do this if the repair wasn't so substantial.

Thoughts?

---

**From:** Caitlin Sharpe <[csharpe@daltonga.gov](mailto:csharpe@daltonga.gov)>  
**Sent:** Thursday, November 16, 2023 4:20 PM  
**To:** Cindy Jackson <[cjackson@daltonga.gov](mailto:cjackson@daltonga.gov)>  
**Cc:** Andrew Parker <[aparker@daltonga.gov](mailto:aparker@daltonga.gov)>; Mechelle Champion <[mchampion@daltonga.gov](mailto:mchampion@daltonga.gov)>  
**Subject:** RE: TCP Clock Quote for Budgeting

Hey, I can pay for it through communications.

## 2023 CDBG PROJECTS

Activity Name	Program Year/ IDIS Project ID	IDIS Activity ID	Grantee/PJ Activity ID
	Northwest Georgia Family Crisis - Domestic Violence Services	2023/2	215
Dalton Housing Authority - HVAC Replacement for Beechland Property Phase 7 - 20 units	2023/3	216	\$ 150,000.00
City of Refuge - HVAC Replacement	2023/4	217	\$ 119,150.40
City of Dalton CDBG Admin/Planning	2023/1	214	\$ 73,537.60
<b>TOTAL</b>			<b>\$ 367,688.00</b>