



**SPECIAL CALLED MAYOR AND COUNCIL MEETING
THURSDAY, MARCH 26, 2020
12:00 PM
DALTON CITY HALL
3RD FLOOR CONFERENCE ROOM**

A G E N D A

Call to Order

Pledge of Allegiance

Approval of Agenda

New Business:

1. COVID-19 Update and Discussions
- [2.](#) License Agreement with Courtware Solutions, Inc.
- [3.](#) Change Order 1 - Additional Materials for Guardrail Culvert Attachment - 2019 Guardrail Project for Various Locations
- [4.](#) Resolution 20-08 Sale of Utility Property to 3P Services, Inc.
- [5.](#) Local Government DCA Approval Forms for Dalton-Whitfield CDC
- [6.](#) 2020 Budget Amendment #2
- [7.](#) 2/29/20 Financial Report

Supplemental Business

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03-26-20

Agenda Item: License Agreement

Department: Municipal Court

Requested By: Jason Parker/Jorge Paez

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

Cost: \$5/Citation (approximately \$25,000 annually)

**Funding Source if Not
in Budget** Municipal Court Budget

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

The license agreement is update by changing Courtware's per citation processing fee from \$4 per citation to \$5 per citation. These "court costs" are passed on to the person cited.



NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA

COUNTY OF: Whitfield

Courtware Solutions, Inc. (herein "CSI"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:

City of Dalton

(END USER)

301 Jones Street | Dalton, GA 30720

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Azure Data Hosting	1	Included
Visual Court Management System (Unlimited User Licenses)	1	Included
Visual Court Management System NCIC – Access (# User Licenses)	1	Included
RMS - Cloud Cop Central (Unlimited User Licenses)		
RMS - Cloud Cop Mobile (Unlimited User Licenses)		
Online Payment Interface (Unlimited User Licenses)	1	Included

\$ 5.00 dollars per violation or \$__ minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of April 2020 to which witness our hands and seal of office.

Licensee

Courtware

Signature: /s/

Signature: Jason Bragg

Print: David Pennington, III

Print: Jason Bragg

Title: City of Dalton Mayor

Title: Sales Executive

Date: 3-25-20 3/26/20

Date: 3/12/20

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with CSI and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which CSI is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. CSI shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by CSI to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of CSI. Title and full ownership rights in the Product and modifications and improvements provided by CSI shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of CSI's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of CSI.
- b. To reproduce CSI's copyright notice on all materials related to or part of the Programs on which CSI displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of CSI.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by CSI to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

CSI's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall CSI be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if CSI has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of CSI, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to CSI all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by CSI and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to CSI. Within ten (10) days of request by CSI, licensee shall certify in writing to CSI that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to CSI. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to CSI or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. CSI shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay CSI any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

CSI PROVIDES THE PROGRAM "AS IS". CSI MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CSI does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

CSI will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and CSI agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ CSI as an independent Contractor, and CSI agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence April 1, 2020 and shall continue to and including March 31, 2021. Client shall have the right and option to continue to receive the services of CSI as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from CSI, this Agreement shall automatically renew for an equal term, unless the Client informs CSI in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify CSI whether or not it desires after the Expiration Date to use the CSI Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSI will assist in the transferring of the Client's data files retained by CSI pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSI. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of CSI's retainer hereunder, CSI shall provide data processing services to the Client and its various departments. CSI agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the CSI software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by CSI at the Expiration Date or upon earlier termination of this Agreement, The Client's data shall not be utilized by CSI for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by CSI or commercially exploited by or on behalf of CSI, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 1 April 2020 the Client shall pay to CSI monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 5.00 per paid violation or a minimum monthly amount of \$, whichever is greater. The annual rate may increase by a percentage equal to the increase in the Consumer Price Index, as defined by the US Department of Labor. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to CSI office in Cobb County, Georgia. If the Client shall default in the payments of CSI provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder CSI shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSI shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than CSI's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by CSI to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by CSI's existing customer base.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03/27/20

Agenda Item: Change Order 1 - Additional Materials for Guardrail Culvert
Attachment - 2019 Guardrail Project for Various Locations

Department: Public Works

Requested By: Megan Elliott

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

Cost: \$27,360 (lump sum price)

**Funding Source if Not
in Budget** 2015 SPLOST

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

Contractor (Gracie Gray Contractors, Inc.) and the City of Dalton mutually agree to modify the culvert attachment materials due to issues with the original attachment detail that were not foreseen until the work was commencing in the field. The additional materials (i.e. larger guardrail posts and special attachment and anchoring materials) require a change order not to exceed the amount of \$27,360.

As a result of the on-site issues with the original proposed attachment detail, Southeastern Engineering, Inc. (SEI), has drawn a new detail for the culvert attachment that has been agreed upon by all parties involved. Change Order 001 will address the modifications and additional materials necessary to properly attach the guardrail to the culvert at the South Thornton Location at Tar Branch.

The Finance Department has created a charge account (#323200-039990-20109) to fund this project.



CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 001

CONTRACT: 2019 Guardrail Project for Various Locations

CONTRACTOR: Gracie Gray Contractors, Inc.

Contractor (Gracie Gray Contractors, Inc.) and the City of Dalton mutually agree to modify the culvert attachment materials due to issues with the original attachment detail that were not foreseen until the work was commencing in the field. The additional materials (i.e. larger guardrail posts and special attachment and anchoring materials) require a change order not to exceed the amount of \$27,360.

As a result of the on-site issues with the original proposed attachment detail, Southeastern Engineering, Inc. (SEI), has drawn a new detail for the culvert attachment that has been agreed upon by all parties involved. Change Order 001 will address the modifications and additional materials necessary to properly attach the guardrail to the culvert at the South Thornton Location at Tar Branch.

The contract increase for the addition of this work is not to exceed \$27,360.

Thirty-one (31) additional days have been added to the contract completion time as requested by the contractor due to inclement weather as part of this Change Order.

Contract Completion Date: May 31, 2020

BY:

Megan Elliott
Project Engineer

Agreed to by:

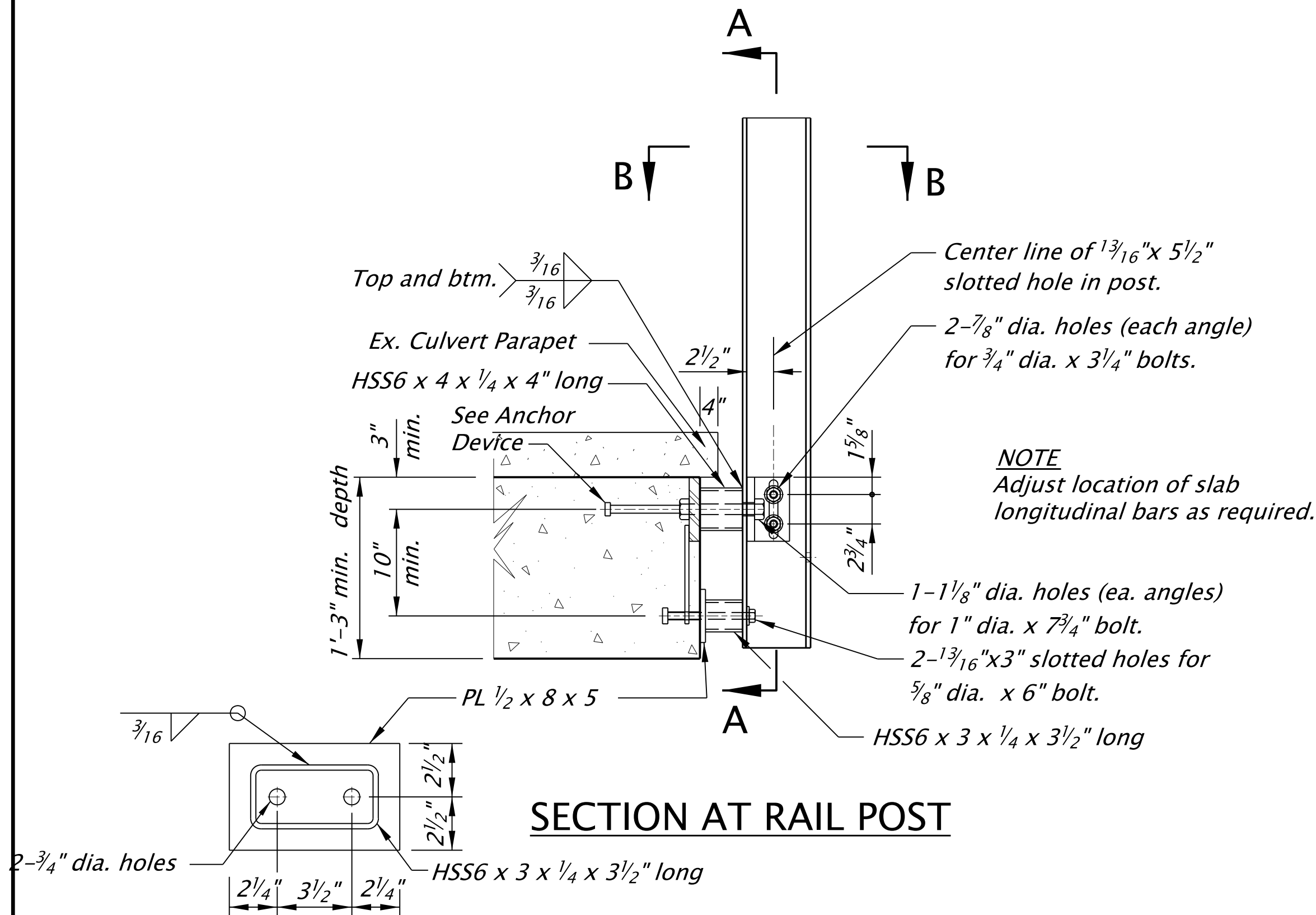
Contractor Representative & Title (Print): _____

Contractor Representative Signature: _____

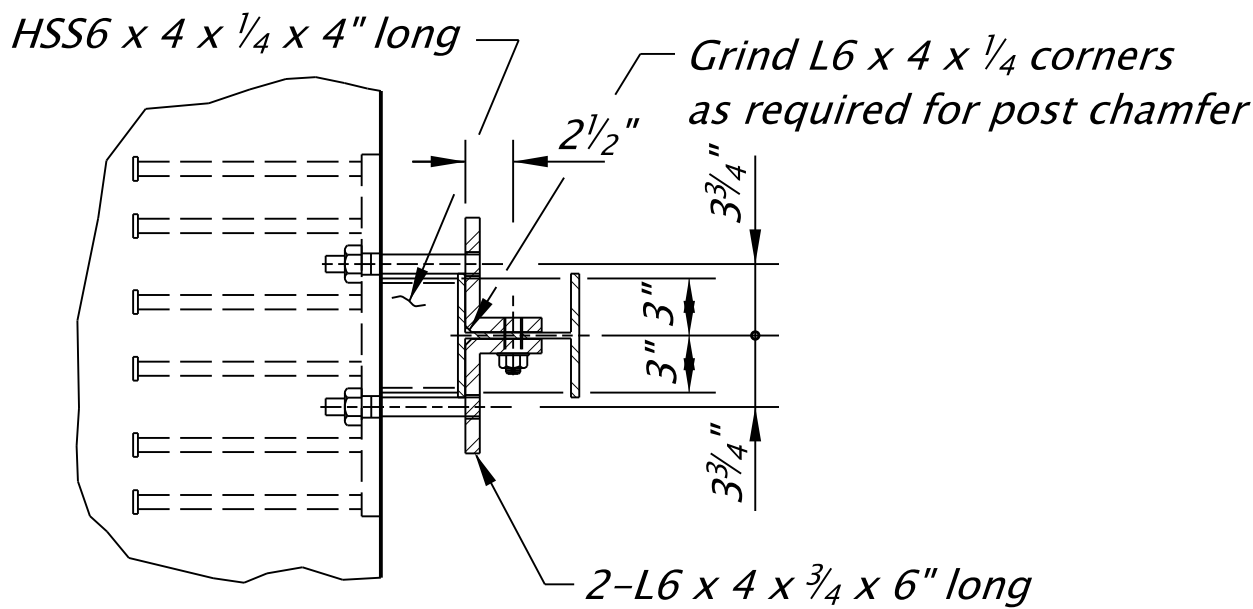
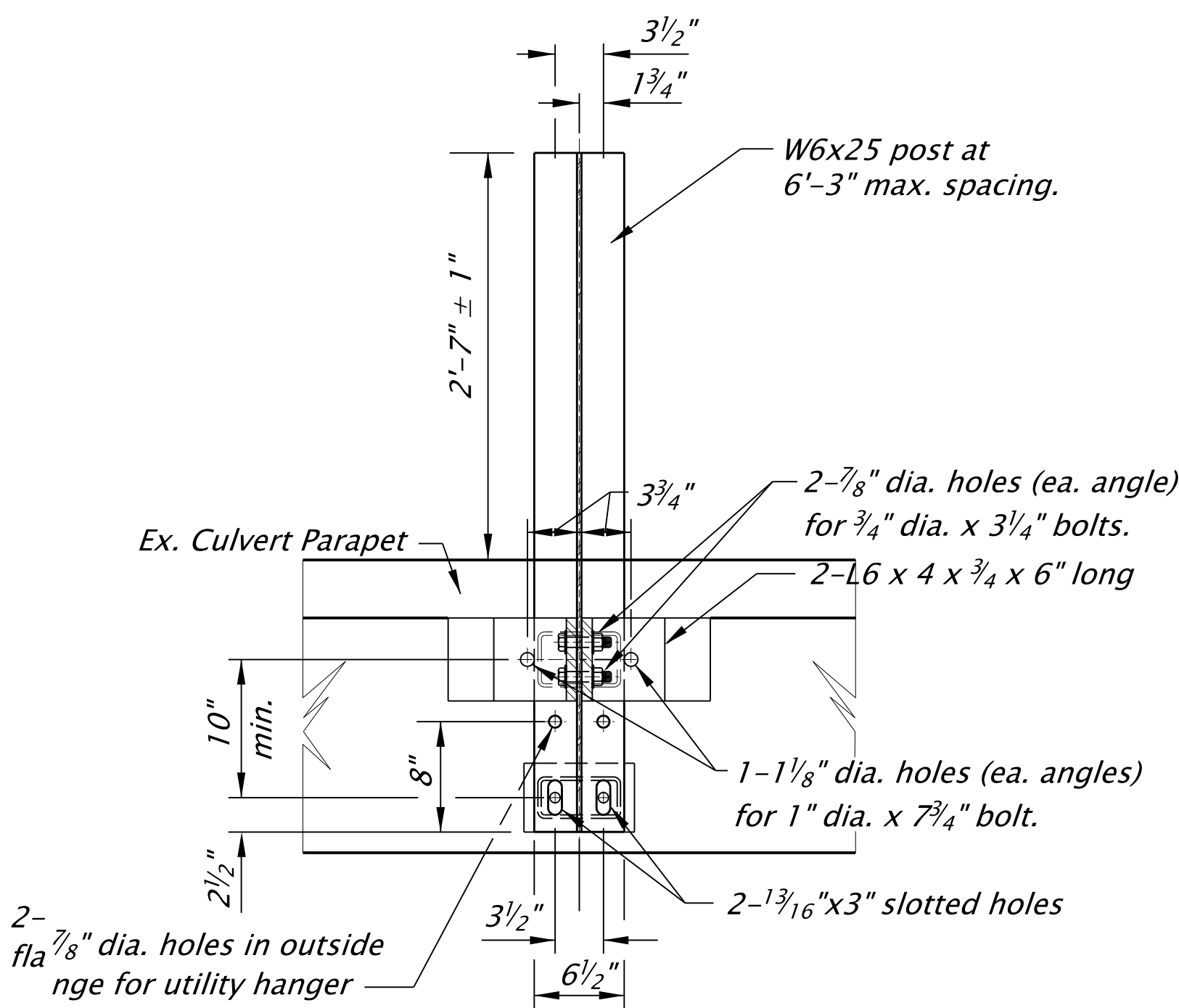
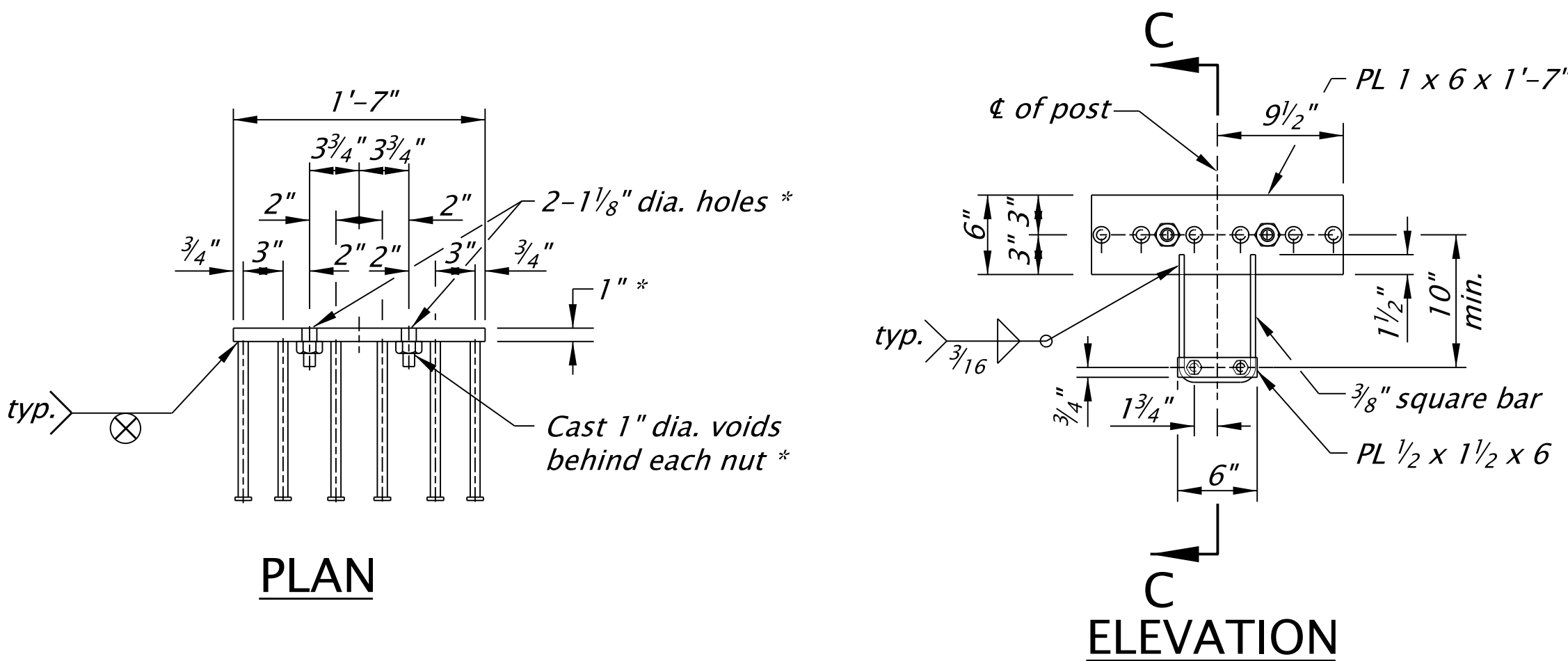
Date: _____



GUARDRAIL – CULVERT POST ATTACHMENT DETAIL



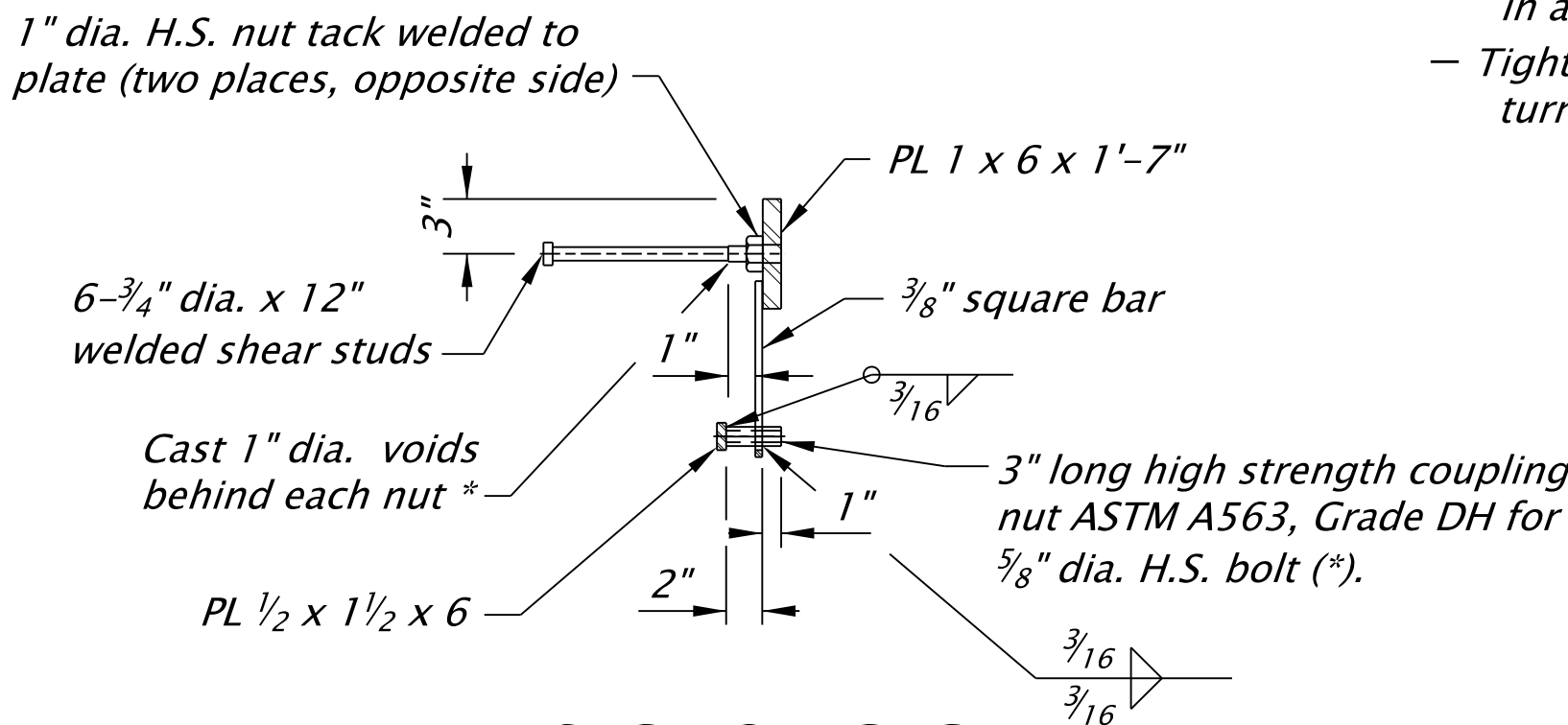
ANCHOR DEVICE



NOTE
Plug or block off holes and threaded area during casting of slabs.

GENERAL NOTES

- Provide structural tubing according to *GDOT Standard Specification 2810.20*.
- Provide structural steel shapes and plates conforming to *AASHTO Specification M183 (ASTM A36)* unless otherwise noted.
- Provide bolts conforming to *AASHTO Specification M164 (ASTM A325)* unless otherwise noted.
- Fabricate shear studs with material, welding and inspection according to *Section 7 of AWS D1.5*.
- Construct rail normal to slab in both the longitudinal and the transverse directions. When wearing surface thickness varies due to beam camber and/or superelevation, vary rail post lengths to provide uniform rail height. Field verify post lengths before fabrication.
- All materials and hardware utilized shall comply with *GDOT Standard Specification 641*. Tap nuts 0.021+0.01 – 0.00 oversize after galvanizing in accordance with *ASTM A563*.
- Tighten upper post bolts 240° turn past snug tight condition and lower post bolts 120° turn past snug tight condition.



REVISION DATES

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:

TYPICAL SECTIONS

GUARDRAIL-CULVERT
CONNECTION DETAIL

DRAWING No.
05-0003

CONTRACTORS, INC.

FENCING — GUARDRAILS — BARRIERS

**102 Roberts Way
Canton, GA. 30114**

678-493-8128
matt@graciegrayinc.com

Estimate

Date _____

Estimate #

3/18/2020

1587

Name/Address

CITY OF DALTON PURCHASING
535 N ELM ST
DALTON, GA. 30721

Ship To

CITY OF DALTON PURCHASING
S. THORNTON AVE
DALTON, GA 30721

Project Name	Project #
2019 Guardrail Project	

[illegible]**Total**

\$27,360.00

- Prices are contingent on 1(one) mobilization.
- Additional mobilizations will be billed per mile from our shop.
- Prices subject to change if GGC is not awarded the complete job quoted.
- All posts are to be installed by mechanical force.
- All utility conflicts are to be resolved by the prime contractor.
- Does not include any earthwork, grading, grassing, or concrete work.
- Does not include any coring, drilling, patching or sealing
- GGC will not be responsible for broken concrete.
- Does not include bond. Bond may be included for an additional fee.
- Does not include traffic control.
- Does not include removal of any kind unless noted in the estimate above.
- ALL SCOPES OF GUARDRAIL WORK ARE TO BE INSTALLED PER DRAWINGS PROVIDED BY THE PRIME CONTRACTOR AND DRAWINGS MUST BE STAMPED BY A STATE APPROVED PROFESSIONAL ENGINEER.

Signature _____

West side of S. Thornton



East side of S. Thornton





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3-26-20

Agenda Item: Sale of City Real Property to 3P Services, Inc

Department: Dalton Utilities

Requested By: Mark Buckner

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:

Sale of 5.35 acres which is currently located within a City of Dalton Utilities parcel. The property lies within a flood plain, and the sale will grant access to a landlocked parcel of property already owned by the buyer.

RESOLUTION 20-08

RESOLUTION AUTHORIZING THE SALE OF UTILITY PROPERTY

WHEREAS, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities to sell certain real property, as described in Exhibit “A” (the “Property”) to 3P Services, Inc., a Georgia corporation (the “Proposed Sale”) and accordingly has approved such transactions and recommended approval of such transactions to the Mayor and Council of the City of Dalton;

NOW, THEREFORE, BE IT RESOLVED, that the City of Dalton is hereby authorized to enter into any and all contracts necessary to consummate the Proposed Sale; and

WHEREAS, the City of Dalton, under the authority of O.C.G.A. § 36-37-7 has agreed to the Proposed Sale;

WHEREAS, the terms of the Proposed Sale, including the proposed sales price of \$13,500.00, has been reviewed and approved by the City of Dalton;

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and is hereby is, authorized and empowered to take such actions and to execute for and on behalf of the City of Dalton those certain Warranty Deeds, Settlement Statements, Affidavits, and such other agreements, instruments, certificates, assignments, papers and documents which, may be necessary or desirable to effect the said Proposed Sale; and such agreements, instruments, certificates, assignments, papers and documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City of Dalton, and the execution of such agreements, instruments, certificates, assignments, papers and documents by the Mayor on behalf of the City of Dalton as herein authorized shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the Proposed Sale which are in conformity with the purposes and intents of these Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of the Mayor to any of the consents, agreements, instruments, certificates, assignments, papers and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, certificates, assignments, papers and documents on behalf of the City of Dalton.

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton’s seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the

Clerk or any Assistant Clerk of the City of Dalton or the City of Dalton's seal on any such agreement, instrument, certificate, financing statement, assignment, paper or other document shall not affect its validity or the obligation of the Mayor and Council of the City of Dalton thereunder.

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

BE IT FURTHER RESOLVED, that these Resolutions shall take effect immediately upon their adoption.

ADOPTED AND APPROVED this _____ day of _____, 2020.

City of Dalton, Georgia

By: _____
David Pennington, Mayor

Attest: _____
Clerk

(SEAL)

EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 295 in the 10th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Dalton Utilities by H. Gregory Massey, Georgia Registered Land Surveyor No. 2760, dated January 28, 2020, and recorded in Plat Book E Slide 1493, Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

[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

LIMITED WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made and effective as of _____, 2020, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **3P Services, Inc.**, a Georgia corporation, Grantee.

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

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

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

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in Fee Simple, the said Grantor hereby covenanting that the

above-described property is free and clear from any encumbrance done or suffered by Grantor. 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 claiming by, through or under the said Grantor.

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]

EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 295 in the 10th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Dalton Utilities by H. Gregory Massey, Georgia Registered Land Surveyor No. 2760, dated January 28, 2020, and recorded in Plat Book E Slide 1493, Whitfield County, Georgia Land Records, reference to which is hereby made and incorporated herein by reference.

**RESOLUTIONS OF THE BOARD OF
WATER, LIGHT AND SINKING FUND COMMISSIONERS
FOR SALE OF PROPERTY**

WHEREAS, the Board of Water, Light and Sinking Fund Commissioners, d/b/a Dalton Utilities (“Dalton Utilities”) has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities sell certain real property (the “Real Property”) owned by the City of Dalton and operated by Dalton Utilities, as contemplated by O.C.G.A. § 36-37-7, for the price of \$13,500.00 to 3P Services, Inc., a Georgia corporation (the “Proposed Sale”); and

WHEREAS, the Proposed Sale potentially affects the ownership rights of the City of Dalton and as such the consent of the Mayor and Council of the City of Dalton will be required to legally effect the same;

NOW, THEREFORE, BE IT RESOLVED, that the Proposed Sale is hereby approved, and Dalton Utilities is hereby authorized to enter into and perform the obligations required of it pursuant to the Proposed Sale, subject to the approval of the Mayor and Council of Dalton, and the satisfaction of certain statutory formalities for effectuation of such Proposed Sale.

BE IT FURTHER RESOLVED, the Board recommends to the Mayor and Council of the City of Dalton that they authorize the City of Dalton to enter into and perform all contracts relating to the Proposed Sale, subject to fulfillment of all legal conditions precedent.

BE IT FURTHER RESOLVED, that subject to fulfillment of all legal conditions precedent, the Chairman, or the President of Dalton Utilities (the “Authorized Officers”) be, and each hereby are, authorized and empowered to take such actions and to execute those certain Warranty Deeds, Settlement Statements, Affidavits, and such other agreements, instruments, certificates, assignments, papers and documents which, may be necessary or desirable to effect the said sale of property, which, in the judgment of any of the Authorized Officers, may be necessary or desirable to effect the said sale. Such agreements, instruments, certificates, assignments, papers and documents shall be in such form and contain such terms and conditions as may be approved by any of the Authorized Officers on behalf of Dalton Utilities, and the execution of such agreements, instruments, certificates, assignments, papers and documents by any of the Authorized Officers on behalf of Dalton Utilities as herein authorized shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Authorized Officers in connection with the Proposed Sale which are in conformity with the purposes and intents of these Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of any Authorized Officer to any of the consents, agreements, instruments, certificates, assignments, papers and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of such

Authorized Officer to execute and deliver such consents, agreements, instruments, certificates, assignments, papers and documents on behalf of Dalton Utilities.

BE IT FURTHER RESOLVED, that any and all actions heretofore taken by any of the Authorized Officers of Dalton Utilities relating to or in connection with the Proposed Sale be, and the same hereby are, approved, ratified and affirmed as duly authorized actions of Dalton Utilities.

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of Dalton Utilities be, and each hereby is, authorized to attest the signature of any officer of Dalton Utilities and impress or attest Dalton Utilities's seal appearing on any agreement, instrument, certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Secretary or any Assistant Secretary of Dalton Utilities or Dalton Utilities's seal on any such agreement, instrument, certificate, financing statement, assignment, paper or other document shall not affect its validity or the obligation of Dalton Utilities thereunder.

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of Dalton Utilities in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

BE IT FURTHER RESOLVED, that these Resolutions shall take effect immediately upon their adoption.

SO ADOPTED this 16th day of March, 2020.

**BOARD OF WATER, LIGHT AND SINKING
FUND COMMISSIONERS**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

Borrower/Client	Not Applicable			File No. H1021520	
Property Address	5.35 ac RIVER RD NE				
City	DALTON	County	Whitfield	State	GA Zip Code 30721
Lender	Dalton Utilities				

TABLE OF CONTENTS



Invoice 1

Cover Page 2

Summary of Salient Features 3

USPAP Identification 4

Land 5

Additional Comparables 4-6 6

Supplemental Addendum 7

Subject Photos 8

Subject Photos 9

Comparable Photos 1-3 10

Comparable Photos 4-6 11

Addendum 12

Addendum 13

Addendum 14

Location Map 15

Flood Map 16

APPRAISAL OF REAL PROPERTY

LOCATED AT:

5.35 ac RIVER RD NE
L.L. 295, DIST. 10 SEC. 3
DALTON, GA 30721

FOR:

Dalton Utilities
1200 V.D. Parrott, Jr Pkwy
Dalton, Ga 30721

AS OF:

02/10/2020

BY:

BRANDON S HARRISON

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	5.35 ac RIVER RD NE
	Legal Description	L.L. 295, DIST. 10 SEC. 3
	City	DALTON
	County	Whitfield
	State	GA
	Zip Code	30721
	Census Tract	0001.01
	Map Reference	19140
SALES PRICE	Sale Price	\$ N/A
	Date of Sale	N/A
CLIENT	Borrower/Client	Not Applicable
	Lender	Dalton Utilities
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	Avg/Suburb
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
APPRAISER	Appraiser	BRANDON S HARRISON
	Date of Appraised Value	02/10/2020
VALUE	Final Estimate of Value	\$ 13,500

Borrower/Client	Not Applicable			File No.	H1021520
Property Address	5.35 ac RIVER RD NE				
City	DALTON	County	Whitfield	State	GA Zip Code 30721
Lender	Dalton Utilities				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

No other prior services with regards to subject property were performed by Brandon S. Harrison.

APPRAISER:

Signature: 
Name: BRANDON S HARRISON
State Certification #: Certified General #254792
or State License #:
State: GA Expiration Date of Certification or License: 01/31/2021
Date of Signature and Report: February 16, 2020
Effective Date of Appraisal: 02/10/2020
Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only
Date of Inspection (if applicable): 02/10/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

LAND APPRAISAL REPORT

DU

File No. H1021520

IDENTIFICATION	Borrower <u>Not Applicable</u>		Census Tract <u>0001.01</u>		Map Reference <u>19140</u>	
	Property Address <u>5.35 ac RIVER RD NE</u>					
	City <u>DALTON</u>		County <u>Whitfield</u>		State <u>GA</u>	Zip Code <u>30721</u>
	Legal Description <u>L.L. 295, DIST. 10 SEC. 3</u>					
	Sale Price \$ <u>N/A</u>		Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee	<input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
	Actual Real Estate Taxes \$ <u>0</u> (yr)		Loan charges to be paid by seller \$ <u>N/A</u>		Other sales concessions <u>N/A</u>	
Lender/Client <u>Dalton Utilities</u>			Address <u>1200 V.D. Parrott, Jr Pkwy, Dalton, Ga 30721</u>			
Occupant <u>Vacant</u>			Appraiser <u>BRANDON S HARRISON</u>	Instructions to Appraiser <u>ESTIMATE MARKET VALUE AS OF DATE OF INSPECTION.</u>		

NEIGHBORHOOD									
Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural						
Built Up	<input type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input checked="" type="checkbox"/> Under 25%						
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/> Slow					
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining						
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply						
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.						
Present Land Use	<u>50%</u> 1 Family	<u>1%</u> 2-4 Family	<u>1%</u> Apts.	<u>1%</u> Condo	<u>1%</u> Commercial				
	<u>1%</u> Industrial	<u>45%</u> Vacant	<u>%</u>						
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)						
	(*) From _____ To _____								
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>5</u> % Vacant						
Single Family Price Range	\$ <u>10,000</u> to \$ <u>750,000</u>		Predominant Value \$ <u>200,000</u>						
Single Family Age	<u>0</u> yrs. to <u>125</u> yrs.		Predominant Age <u>30</u> yrs.						
					Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
					Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): SUBJECT IS LOCATED APPROXIMATELY 10.00 MILES N.E. OF THE DOWNTOWN DALTON BUSINESS DISTRICT. IT HAS ACCESS TO ALL SUPPORTING FACILITIES AND SERVICES. THE AREA WOULD HAVE AVERAGE APPEAL.

SITE	Dimensions <u>Refer to Survey</u>		=	<u>5.35</u> Sq. Ft. or Acres	<input type="checkbox"/> Corner Lot
	Zoning classification <u>GA</u>			Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations	
	Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____				
	Public	Other (Describe)	OFF SITE IMPROVEMENTS	Topo <u>Rolling/Low</u>	
	Elec. <input checked="" type="checkbox"/>	<u>Available</u>	Street Access <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Size <u>5.35</u> Ac	
	Gas <input type="checkbox"/>	<u>None</u>	Surface <u>Gravel</u>	Shape <u>IRREGULAR</u>	
	Water <input checked="" type="checkbox"/>	<u>Available</u>	Maintenance <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	View <u>Avg/Lake</u>	
	San. Sewer <input type="checkbox"/>	<u>None</u>	<input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter	Drainage <u>Large Flood Area</u>	
	<input type="checkbox"/>	Underground Elect. & Tel.	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): <u>Subject property is accesses by way of an easement which does have a negative impact on marketability. Also a large portion of subject property is located in a flood area.</u>				

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	5.35 ac RIVER RD NE DALTON, GA 30721	3.1 ac Lucydee Way COHUTTA, GA 30710		5.85 ac Williams Rd DALTON, GA 30721		5.95 ac Cohutta Varnell Rd COHUTTA, GA 30710	
Proximity to Subject		10.04 MILES NW		6.98 MILES W		9.32 MILES NW	
Sales Price	\$ N/A		\$ 15,000		\$ 14,000		\$ 18,000
Price Per Acre	\$		\$ 4,839		\$ 2,393		\$ 3,025
Data Source	INSPECTION	Deed Book-Page 6634/40		Deed Book-Page 6646/559		Deed Book-Page 6641/76	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.
	N/A	01/26/2018		04/08/2018		03/09/2018	
Location	Avg/Suburb	Avg/Suburb		Avg/Suburb		Avg/Suburb	
Site/View	5.35 Acre/Avg	3.10 Acre/Avg	+3,375	5.85 Ac/Avg		5.95 Acre/Avg	
Access	Easement	Easement		Easement		Flag	-2,500
Zoning	Agricultural	Residential		Residential		Residential	
Site Improvements	Gravel Drive	Gravel Drive		Gravel Drive		None	
Utility	Flood Zone+Narrow	Steep,No Flood Zn	-3,000	Lev-Clr,No Fld Zn	-4,000	Rolling,No Fld Zn	-3,000
Sales or Financing Concessions	N/A	N/A		N/A		N/A	
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 375	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -4,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -5,500
Indicated Value of Subject		Net 2.5 %	\$ 15,375	Net 28.6 %	\$ 10,000	Net 30.6 %	\$ 12,500

Comments on Market Data: ALL SALES ARE LOCATED IN SIMILAR AREAS AS SUBJECT OR WERE ADJUSTED FOR LOCATION. WITH STATED ADJUSTMENTS THE COMPARABLE SALES USED WERE DETERMINED THE MOST RELIABLE INDICATORS OF VALUE AND WERE ASSIGNED NEAR EQUAL WEIGHT.

Comments and Conditions of Appraisal: THIS REPORT IS BASED UPON INFORMATION DEEMED TO BE RELIABLE. IT IS ASSUMED THAT THE PROPERTY MEETS ALL COUNTY STANDARDS AND IS HABITABLE FOR RESIDENTIAL PURPOSES. THE APPRAISER HAS NO EXPERTISE IN ENVIRONMENTAL SITE ASSESSMENT.

Final Reconciliation: THE SALES COMPARISON APPROACH IS CONSIDERED THE MOST RELIABLE INDICATOR OF VALUE.

Recent sales of building lots similar as to subject property were extremely limited due to the limited market activity. The sales used were in the opinion of the appraiser the most representative as of date of inspection.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 02/10/2020 to be \$ 13,500

BRANDON S HARRISON	<input type="checkbox"/> Did	<input type="checkbox"/> Did Not Physically Inspect Property
Appraiser(s)	Review Appraiser (if applicable)	

Page #6

DU

MARKET DATA ANALYSIS

COMMENTS

5.35 ac RIVER RD NE

File No. H1021520

Borrower/Client	Not Applicable			
Property Address	5.35 ac RIVER RD NE			
City	DALTON	County	Whitfield	State GA Zip Code 30721
Lender	Dalton Utilities			

SOME OF THE SALES IN THIS REPORT MAY EXCEED SIX MONTHS IN AGE. IN THESE INSTANCES IT IS OUR OPINION THAT THEY BETTER REFLECT THE ESTIMATED OPINION OF VALUE THAN OTHER NEWER SALES WITH LARGER AND IN SOME CASES ARBITRARY ADJUSTMENTS. THE GENERAL NATURE OF ARE APPRAISAL PRACTICE IS SOMEWHAT SUBURBAN IN NATURE COMPARED TO THE LARGER METROPOLITAN CENTERS, THEREFORE SOME OF THE SALES ARE ALSO A GREATER DISTANCE FROM THE SUBJECT THAN WOULD BE PREFERRED. THE REAL ESTATE MARKET IS OFTEN SMALLER AND LESS ACTIVE RESULTING IN A LARGER AREA OF COMPARISON AND EXTENDED TIME FRAME.

THE APPRAISER HAS NO EXPERTISE AS A STRUCTURAL ENGINEER OR HOME INSPECTOR. THE APPRAISAL IS NOT A HOME INSPECTION REPORT AND SHOULD NOT BE RELIED UPON TO REPORT THE STRUCTURAL INTEGRITY OR THE CONDITION OF SYSTEMS IN THE PROPERTY BEING APPRAISED.

THIS REPORT HAS BEEN ELECTRONICALLY PREPARED IN COMPLIANCE WITH THE USPAP GUIDELINES WHICH INCLUDES A DIGITAL SIGNATURE AND ADEQUATE SECURITY MEASURES IN PLACE TO PROTECT THE INTEGRITY OF THE DATA PRODUCED BY THE APPRAISER. DIGITAL PHOTOGRAPHS HAVE NOT BEEN RETOUCED, ELECTRONICALLY MANIPULATED OR ENHANCED IN ANY WAY TO DEVIATE FROM THEIR ORIGINAL PERSPECTIVE.

THE CENSUS TRACT AND FEMA FLOOD MAP DATA IS PROVIDED BY TRANSAMERICA AND OR FLOODSOURCE. THE ADDRESS IS STANDARDIZED U.S. POSTAL INFORMATION.

It is my opinion that the subject property could be marketed within a period of 6-12 months, at the above indicated estimated market price. This is based on as analysis of sales history of similar properties, which supports this conclusion.

**The exposure time for subject would warrant an estimated <6 month time frame.
**The marketing time for subject would also warrant an estimated 6-12 month time period.

Exposure time is set to end as of the effective date, it looks at the time leading up to the appraisal valuation date, hinging the value opinion to the time the property would require exposure in order to sell.

Marketing time is the prediction of how long the property would require exposure in order to find a buyer.

Subject Photo Page

Borrower/Client	Not Applicable				
Property Address	5.35 ac RIVER RD NE				
City	DALTON	County	Whitfield	State	GA Zip Code 30721
Lender	Dalton Utilities				



Acreage

5.35 ac RIVER RD NE
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Avg/Suburb
View 5.35 Acre/Avg
Site
Quality
Age



Acreage



Acreage

Subject Photo Page

Borrower/Client	Not Applicable				
Property Address	5.35 ac RIVER RD NE				
City	DALTON	County	Whitfield	State	GA Zip Code 30721
Lender	Dalton Utilities				



Acreage

5.35 ac RIVER RD NE
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Avg/Suburb
View 5.35 Acre/Avg
Site
Quality
Age



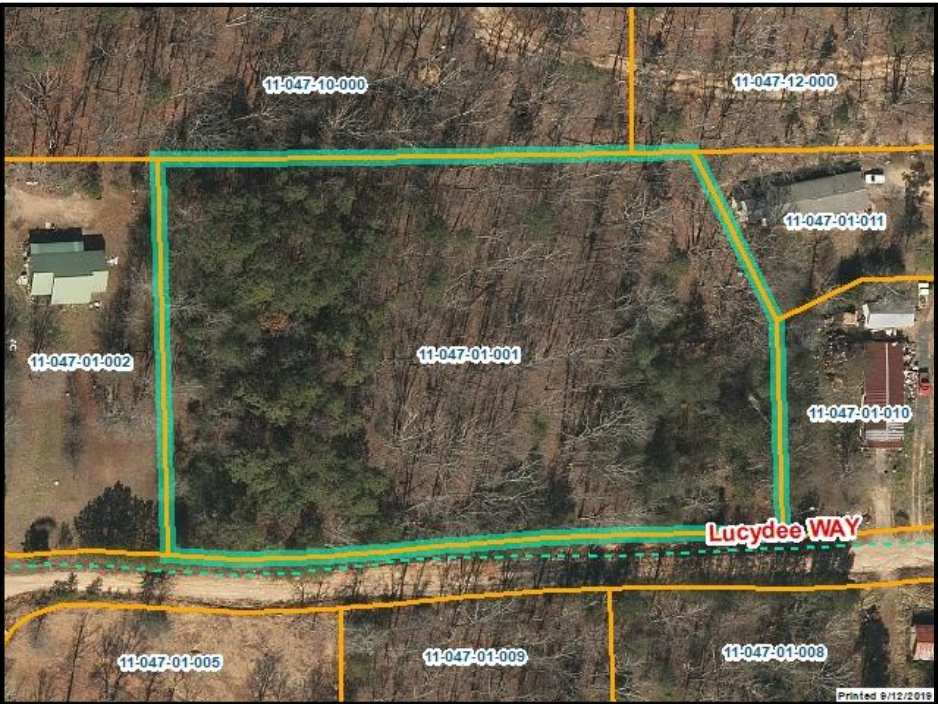
Easement Access



River Road

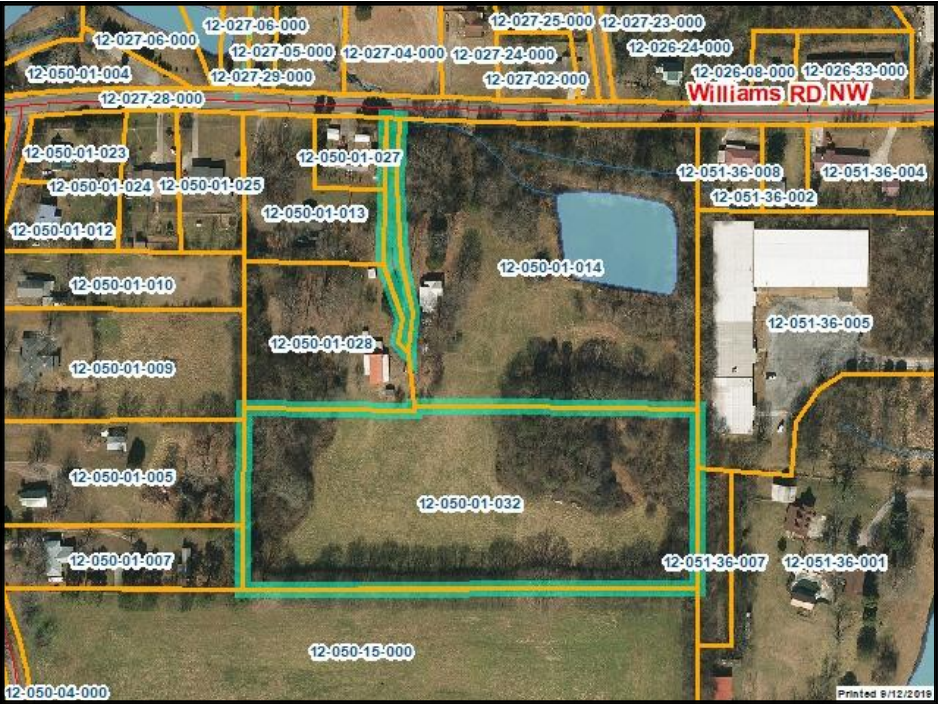
Comparable Photo Page

Borrower/Client	Not Applicable				
Property Address	5.35 ac RIVER RD NE				
City	DALTON	County	Whitfield	State	GA Zip Code 30721
Lender	Dalton Utilities				



Comparable 1

3.1 ac Lucydee Way
Prox. to Subject 10.04 MILES NW
Sales Price 15,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Avg/Suburb
View 3.10 Acre/Avg
Site
Quality
Age



Comparable 2

5.85 ac Williams Rd
Prox. to Subject 6.98 MILES W
Sales Price 14,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Avg/Suburb
View 5.85 Ac/Avg
Site
Quality
Age

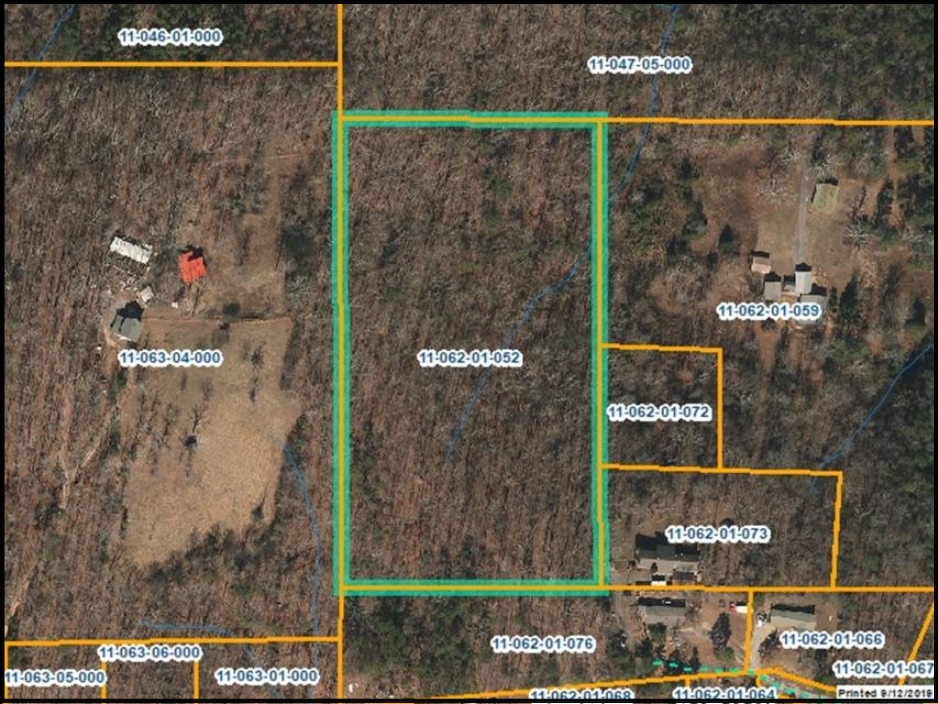


Comparable 3

5.95 ac Cohutta Varnell Rd
Prox. to Subject 9.32 MILES NW
Sales Price 18,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Avg/Suburb
View 5.95 Acre/Avg
Site
Quality
Age

Comparable Photo Page

Borrower/Client	Not Applicable				
Property Address	5.35 ac RIVER RD NE				
City	DALTON	County	Whitfield	State	GA Zip Code 30721
Lender	Dalton Utilities				



Comparable 4

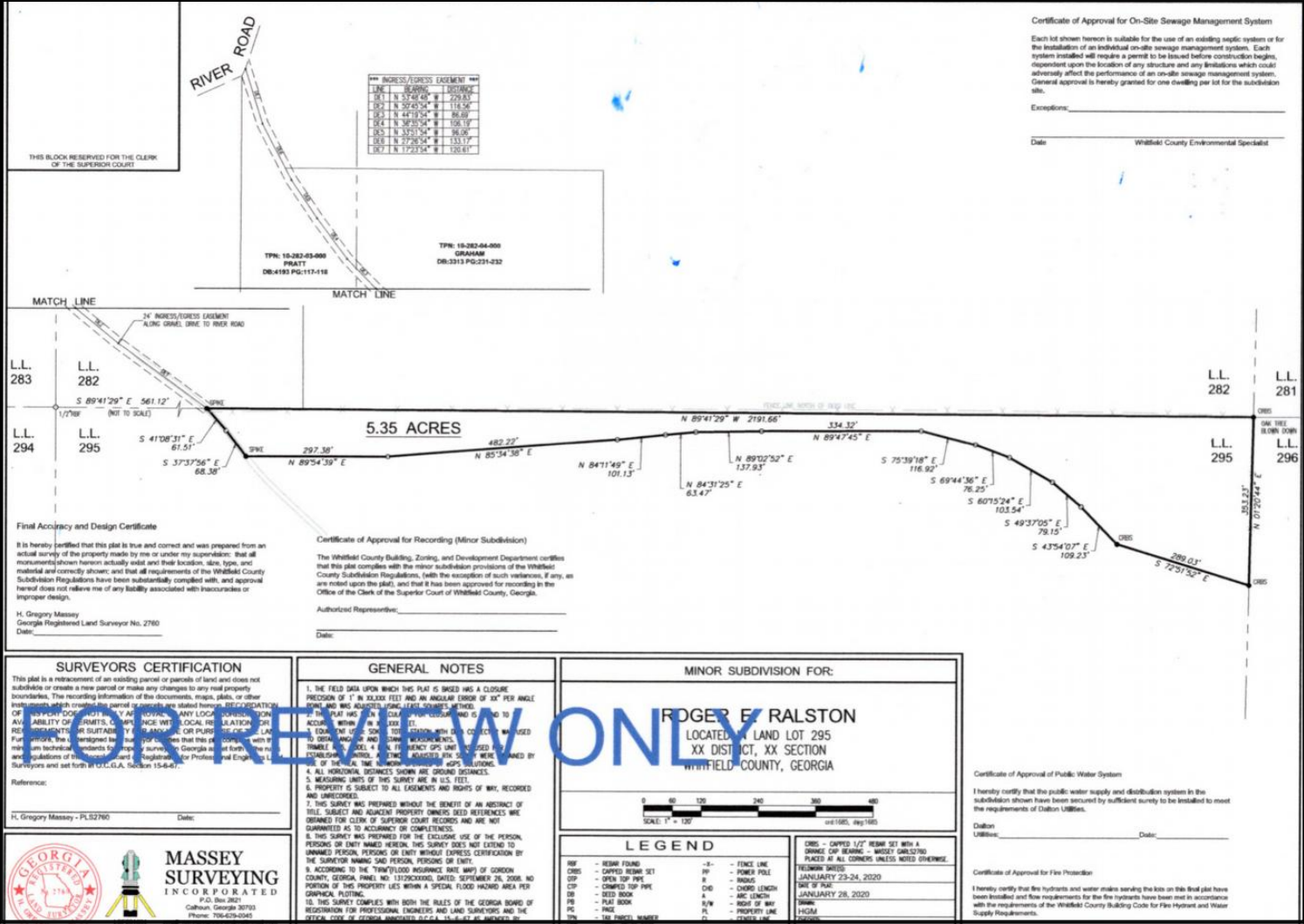
4.06 Quill Gordon Way
Prox. to Subject 9.55 MILES NW
Sales Price 15,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Avg/Suburb
View 4.06 Ac/Avg
Site
Quality
Age

Comparable 5

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

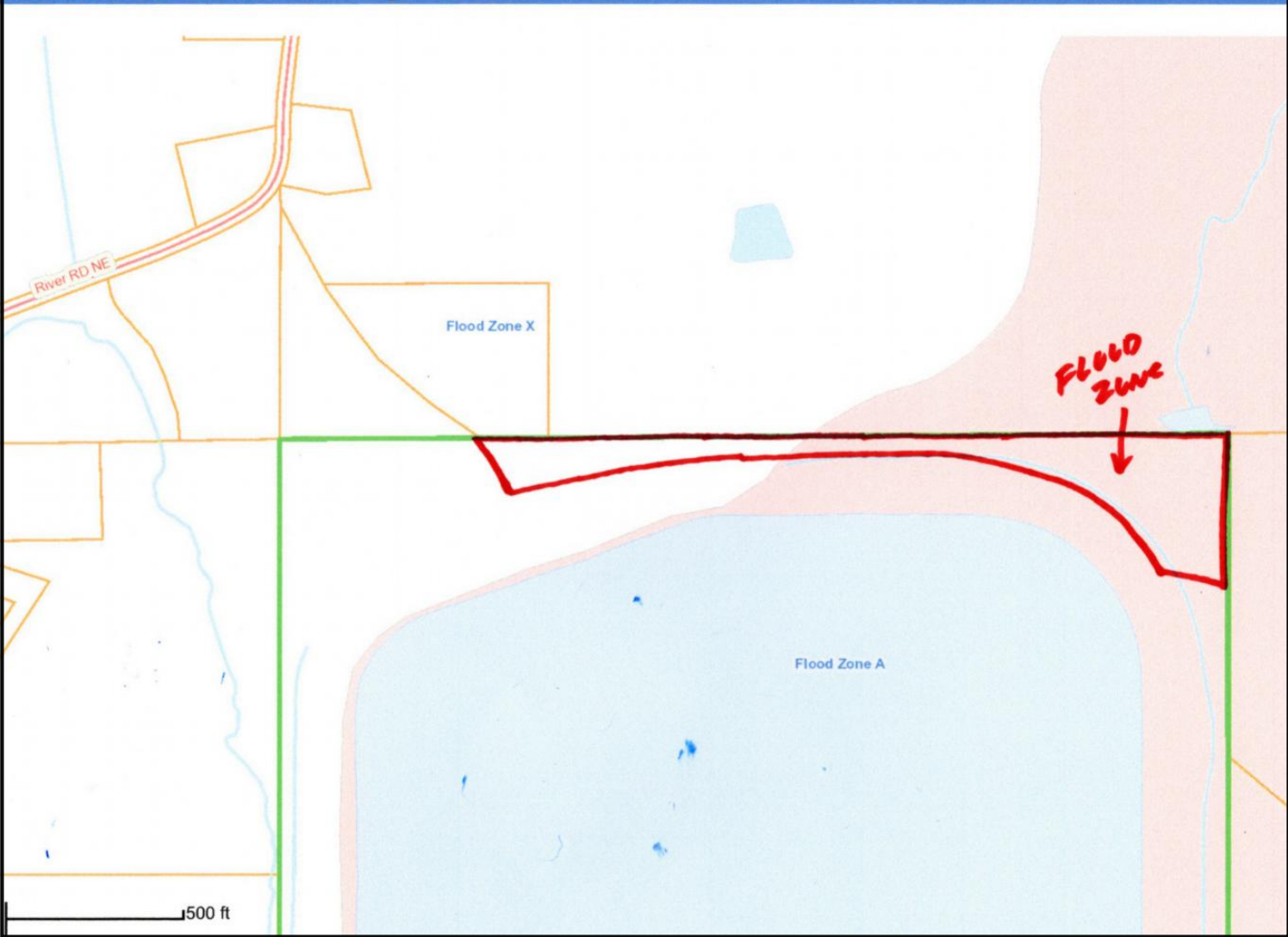
Comparable 6

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age



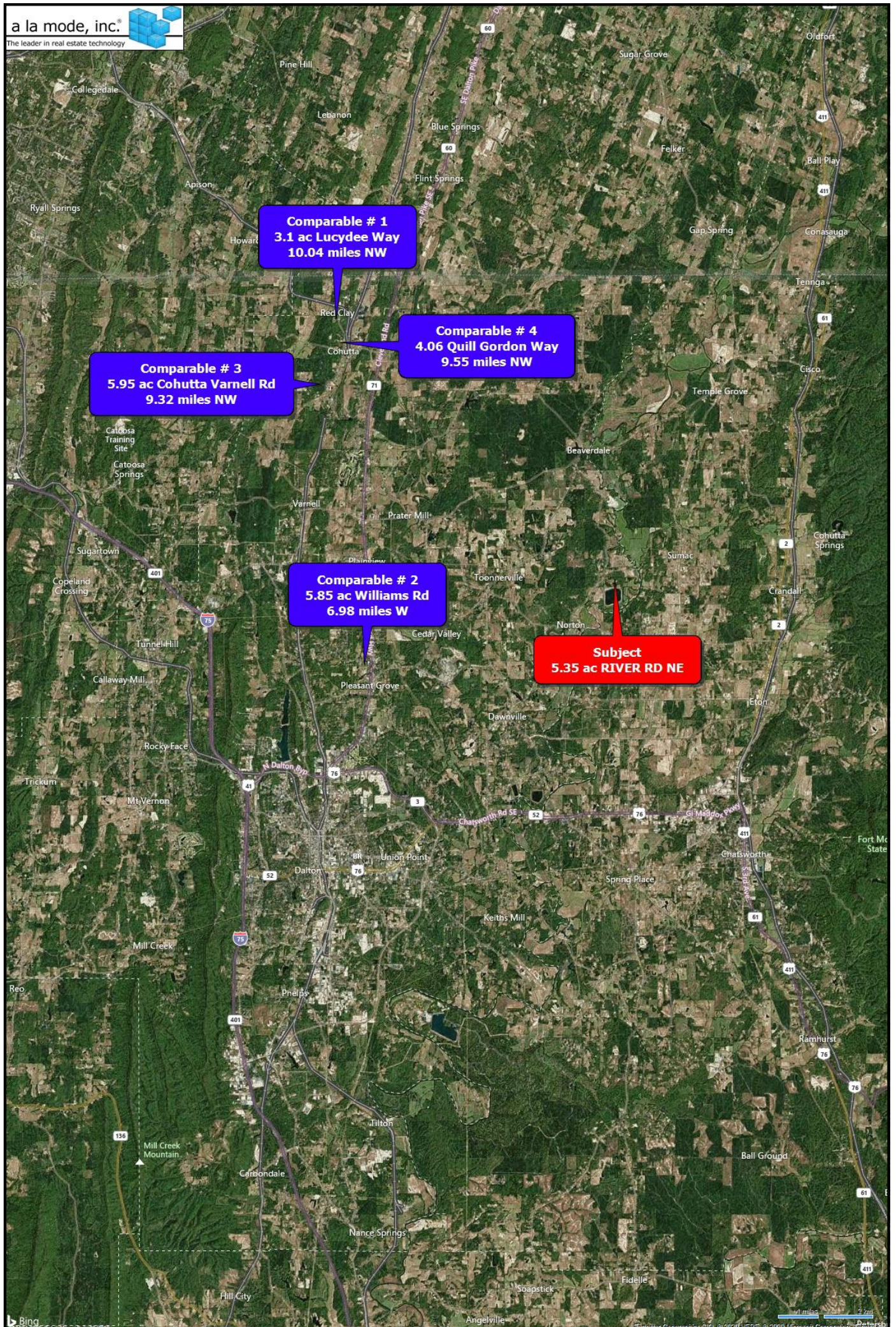


Whitfield County GIS



Location Map

Borrower/Client	Not Applicable					
Property Address	5.35 ac RIVER RD NE					
City	DALTON	County	Whitfield	State	GA	Zip Code 30721
Lender	Dalton Utilities					



Flood Map

Borrower/Client	Not Applicable			
Property Address	5.35 ac RIVER RD NE			
City	DALTON	County	Whitfield	State GA Zip Code 30721
Lender	Dalton Utilities			





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 03/26/20

Agenda Item: DCA Approval Forms

Department: Dalton-Whitfield Community Development Corp.

Requested By: Jennifer Shearin

Reviewed/Approved by City Attorney? No

Cost: EnterCost

Funding Source if Not in Budget EnterSource

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

DCA Certification of Consistency and Local Government Approval Forms for Dalton-Whitfield CDC for Emergency Solutions Grants 2020 (DWCDC, Action ministries, HOPWA).

Emergency Solutions Grant- 2020 Applications

DWCDC

Street Outreach- used to identify homeless in our area and work with the population to obtain housing and services.

Rapid Rehousng- Provides deposit, utility payments and rental amounts for those experiencing homelessness. Will provide assistance for up to 3 months. Managed by our street outreach worker.

Prevention- NEW PROGRAM- Used to pay rent and utilities to help people remain in their housing. Will be used for up to 3 months of assistance. Managed by the street outreach worker.

Motel Vouchers- Used to provide up to 2 weeks of emergency, temporary shelter for people who have no alternative housing options. Clients will be assessed for other housing programs while receiving a voucher- RRH or Permanent Supportive Housing.

Action Ministries

Action Ministries, inc. provides Rapid Re-housing services to literally homeless individuals and families within the Balance of State, including those who present to us from the Dalton-Whitfield community. Clients enrolled in our rapid re-housing program receive assistance with security deposit, utility deposit, and monthly rental assistance. Case management services are provided to help the clients re-stabilize and reach self-sufficiency. Referrals are made where appropriate to jobs services, government benefits, and mental health providers among others.

HOPWA (Housing Opportunities for People with AIDS)

The North Georgia Health District (NGHD) has set up a comprehensive housing assistance program to assist individuals infected with HIV/AIDS in need of assistance. The program provides TBRA (Tenant Based Rental Assistance) and STRMU (Short Term Rental and Mortgage Assistance) and PHP (Permanent Housing Placement) to individuals who face housing instability that impact their ability to maintain adherence to medical treatments that fight their disease. The

program leverages the two HIV clinics in the catchment area to ensure patients receiving assistance are also engaged in medical care. Patients in the program also receive case management (both medically and social support case management) to address their additional barriers. The program is expected to add an additional 13 patients to its already existing 25 patients.

Local Government Approval

This form is required for Emergency Shelter applications only.

To:	Georgia Department of Community Affairs		
Subject:	2020 Application for Emergency Solutions Grants Program		
Applicant:	(ESG) Dalton-Whitfield County CDC	HMIS Agency DWCDC	Name:

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	Project Type – Application I - Emergency Shelter	HMIS Project Name	Amount Requested
Street Outreach	ESG App. V		40,000
Rapid Rehousing	ESG App. IV		45,000
Prevention	ESG App. III		30,000
Motel Vouchers	ESG App. VI		25,000
Total DCA Funds Requested:			140,000

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

Name of Approving Local Government

By: _____

Name of Authorized Official Signature of Authorized Official Date

Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, email: john.shereikis@dca.ga.gov.

Certification of Consistency with the Local HUD Consolidated Plan

Note - Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions

HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cobb County
(including Marietta) | <input type="checkbox"/> Gainesville | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> Athens-Clarke | <input type="checkbox"/> Columbus-Muscogee | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta |
| <input type="checkbox"/> Atlanta | <input checked="" type="checkbox"/> Dalton | <input type="checkbox"/> Henry County | <input type="checkbox"/> Warner Robins |
| <input type="checkbox"/> Augusta-Richmond | <input type="checkbox"/> DeKalb County | <input type="checkbox"/> Hinesville | <input type="checkbox"/> Not Applicable for
Balance of State
Form Not Required |
| <input type="checkbox"/> Brunswick | <input type="checkbox"/> Fulton County
(including Roswell) | <input type="checkbox"/> Johns Creek | |
| <input type="checkbox"/> Cherokee County | | <input type="checkbox"/> Macon | |
| <input type="checkbox"/> Clayton County | | <input type="checkbox"/> Rome | |
| | | <input type="checkbox"/> Sandy Springs | |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2020 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Dalton-Whitfield Community Development Corp.

Project Name(s): Street Outreach, Rapid Rehousing, Prevention & Hotel Vouchers

Project Type: to identify & provide housing to homeless & unstably housed.

Location(s) of the Project(s): City of Dalton

In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Name of the Federal Program to which the applicant is applying: ☒ Emergency Solutions Grants ☐ HOPWA

Name of Certifying Jurisdiction: The City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Signature: _____

Date: _____

Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, email john.shereikis@dca.ga.gov

Certification of Consistency with the Local HUD Consolidated Plan

Note – Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions

HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cobb County
(including Marietta) | <input type="checkbox"/> Gainesville | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> Athens-Clarke | <input type="checkbox"/> Columbus-Muscogee | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta |
| <input type="checkbox"/> Atlanta | <input checked="" type="checkbox"/> Dalton | <input type="checkbox"/> Henry County | <input type="checkbox"/> Warner Robins |
| <input type="checkbox"/> Augusta-Richmond | <input type="checkbox"/> DeKalb County | <input type="checkbox"/> Hinesville | <input type="checkbox"/> Not Applicable for
Balance of State –
Form Not Required |
| <input type="checkbox"/> Brunswick | <input type="checkbox"/> Fulton County
(including Roswell) | <input type="checkbox"/> Johns Creek | |
| <input type="checkbox"/> Cherokee County | | <input type="checkbox"/> Macon | |
| <input type="checkbox"/> Clayton County | | <input type="checkbox"/> Rome | |
| | | <input type="checkbox"/> Sandy Springs | |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2020 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is/are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: Action Ministries, Inc.

Project Name(s): Action Ministries N GA TH DCA AMI (ESG RRH-501)

Project Type: Rapid Re-housing

Location(s) of the Project(s): Dalton-Whitfield

In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Name of the Federal Program to which the applicant is applying: ☒ Emergency Solutions Grants ☐ HOPWA

Name of Certifying Jurisdiction: City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Signature: _____

Date: _____

Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, email john.shereikis@dca.ga.gov

Certification of Consistency with the Local HUD Consolidated Plan

Note -- Duplicate this form for multiple submissions if requesting ESG funds for projects within multiple Consolidated Plan Jurisdictions

HUD Local Consolidated Plan Jurisdiction (Choose Only One):

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Albany | <input type="checkbox"/> Cobb County
(including Marietta) | <input type="checkbox"/> Gamesville | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> Athens-Clarke | <input type="checkbox"/> Columbus-Muscogee | <input type="checkbox"/> Gwinnett County | <input type="checkbox"/> Valdosta |
| <input type="checkbox"/> Atlanta | <input checked="" type="checkbox"/> Dalton | <input type="checkbox"/> Henry County | <input type="checkbox"/> Warner Robins |
| <input type="checkbox"/> Augusta-Richmond | <input type="checkbox"/> DeKalb County | <input type="checkbox"/> Hinesville | <input type="checkbox"/> Not Applicable for
Balance of State
Form Not Required |
| <input type="checkbox"/> Brunswick | <input type="checkbox"/> Fulton County
(including Roswell) | <input type="checkbox"/> Johns Creek | |
| <input type="checkbox"/> Cherokee County | | <input type="checkbox"/> Macon | |
| <input type="checkbox"/> Clayton County | | <input type="checkbox"/> Rome | |
| | | <input type="checkbox"/> Sandy Springs | |

Certification to the Georgia Department of Community Affairs:

I certify that the proposed project(s) in the 2020 Emergency Solutions Grants Program Application submitted to the Georgia Department of Community Affairs, as indicated below, is are consistent with this jurisdiction's current, approved Consolidated Plan.

Applicant Legal Name: North Georgia Health District

Project Name(s): HOPWA Program

Project Type: HOPWA

Location(s) of the Project(s): Dalton Health District 1-2

In accordance with the HEARTH Act of 2009, Consolidated Plan jurisdictions must work to ensure the confidentiality of records pertaining to any individual served by a victim service provider who receives housing or services under any project assisted. The address or location of any family violence facility assisted under this program will, except with written authorization of the person or persons responsible for the operation of such facility and program, not be made public. The term 'victim service provider' means a community-based organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Such term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Name of the Federal Program to which the applicant is applying: ☐ Emergency Solutions Grants ☒ HOPWA

Name of Certifying Jurisdiction: City of Dalton

Typed Name and Title of Certifying Official of the Jurisdiction:

Signature: _____

Date: _____

Please return executed Certification to Applicant. This format designed and administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, email john.shereikis@dca.ga.gov



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3-26-20

Agenda Item: Budget Amendment

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? No

Cost: \$376,840

Funding Source if Not in Budget \$131,655 from contingency budget & \$245,185 from fund surplus in the general fund

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

Refer to budget amendment for detail.

**2020 Budget Amendment
Budget Amendment #2**

CAPITAL ACQUISITION FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Transfer from general fund	\$ 376,840	
	<u>\$ 376,840</u>	
Expenditures & Transfers-out		
Capital - Recreation Dept.	\$ 359,705	(1)
Capital - Police Dept.	17,135	(2)
	<u>\$ 376,840</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

- (1) Payment of KRH Architects, Inc. per contact approved by M&C 12/2/19 budgeted in 2020 to be paid from debt proceeds. If debt issued, the general fund will be reimbursed.
- (2) Insurance proceeds from wrecked vehicle deposited in general fund 2019.

ECONOMIC DEVELOPMENT FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Intergovernmental revenue	\$ 2,500,000	(3)
	<u>\$ 2,500,000</u>	
Expenditures & Transfers-out		
Contract Services	\$ 325,000	(4)
	<u>\$ 325,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 2,175,000</u></u>	

- (3) Funds to be transferred from Dalton-Whitfield Regional Solid Waste Management Authority for economic development as approved by M&C 3/16/20.
- (4) Contract with Goodwyn Mills Cawood approved by M&C 3/16/20.

GENERAL FUND

	Increase (Decrease)	
Expenditures & Transfers-out		
Transfer to Capital Acquisition Fund	\$ 376,840	(1)(2)
Contingency budget	(131,655)	
	<u>\$ 245,185</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (245,185)</u></u>	

KRH Architects Inc.
855 Abutment Road Suite 4
Dalton, GA 30721

Invoice

Date	Invoice #
3/6/2020	19-021-01

Bill To:

Dalton, City of
300 West Waugh Street
Dalton, GA 30720

~~KRH ARCHITECTS~~

P.O. No.	Terms	Project
	Net 20	New Recreation Center

Item	Description	Est Amt	Prior Amt	Total %	Amount
Architectural D...	Architectural and Engineers Evaluation of Existing Buildings	4,000.00		100.00%	4,000.00
Architectural D...	Schematic Design Phase	50,719.62		100.00%	50,719.62
Architectural D...	Design Development Phase	76,079.43		100.00%	76,079.43
Architectural D...	Construction Document Phase	202,878.48		100.00%	202,878.48
Architectural D...	Procurement Phase	25,359.81		100.00%	25,359.81
Construction P...	Contract Administration	152,158.86		0.00%	0.00
Architectural D...	Aquatic Center Study	20,000.00		0.00%	0.00
Reimb Group	Report Printing				31.80
	Presentation Prints				84.80
	Printing for Plan Review				209.35
	Final Set Print				339.20
	Total Reimbursable Expenses				665.15

*Invoice # 2019-051
MAC approved
12/2/19*

Total \$359,702.49

Payments/Credits \$0.00

Balance Due \$359,702.49

*OK
JParker
3-19-20
CIP*

Quote for 2020 Ford Explorer SUV

As it stands we currently have \$17,136.34 from insurance reimbursements and \$19,784.52 left in SPLOST for vehicles. *2019 Receipts Attached* \$22,267.92

The quote from Ford of Dalton for a 2020 Ford Explorer SUV is \$32,580.00

The quote from Signrite to do the wrap on the doors only including the decals is \$716.00

The quote from Dana Safety Supply for car installation is approximately \$13,000

Motorola In car portable radio charger kit \$354.00
(only if we use portable radio and no in car radio)

In car radio price \$4,828.32

Portable radio price \$ 4,465.67

1. Total for complete car would be estimated at \$51,115.67 if install charger and use portable only
2. Total for complete car would be estimated at \$55,589.99 for portable radio and in car radio

Total monies from SPLOST and Insurance= \$36,920.86

1. Difference of option 1 \$14,194.81
2. Difference of option 2 \$18,678.13

Page 1 of 1

Date of Service	Reviewed Code	Description	Units	Billed Charges	Fee Schedule Reduction	PPG Network Reduction	Special Negotiated Reduction	Pay Amount	Reason
		Total Loss Settlement Claim Payment 2015 Ford Taurus VIN: 1F8HP2MR8PG194269 100000 100001 - 383000 PD						11185.33	
Totals								11185.33	

CITY OF DALTON
ATTN: GREG BATTS, HUMAN RESOURCES
PO BOX 1205
DALTON GA 30722

Carlynn Allen
Glen Beckus

7857777777

PAYMENT NO 1 27 716453 J
PAYMENT AMOUNT \$4,305.95
ISSUE DATE 05-13-2019
AUTHORIZED BY WHITE, BREN
PHONE (844) 292-8615

CLAIM NO 11-8148-L07
LOSS DATE 03-22-2019
POLICY NO 3927-886-11E
INSURED BEVIL, JANA

100001 - 383000

CITY OF DALTON POLICE DEPARTMENT
300 W WAUGH ST
DALTON GA 30720-3143

5/20/2019 Nancy verified with they OK to process.

BILL REFERENCE NO 2CITY OF DALTON POLICE DEPARTMENT

COVERAGE DESCRIPTION
PROPERTY DAMAGE LIABILITY

ON BEHALF OF
CITY OF DALTON POLICE DEPARTMENT

AMOUNT
4,305.95

RETAIN STUB FOR RECORDS

State Farm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
AUTO INJURY
INJ D2 OFFICE AT PAGECNTQ.P07
WELLS FARGO BANK, N.A. 64-9757612
SAVANNAH, GA

1 27 716453 J
05-13-2019
DATE MM DD YYYY

CLAIM NO 11-8148-L07
LOSS DATE 03-22-2019
INSURED BEVIL, JANA

*****EXACTLY FOUR THOUSAND THREE HUNDRED FIVE AND 95/100 DOLLARS

Pay to the
Order of: CITY OF DALTON POLICE DEPARTMENT

\$*****4,305.95

Michael F. Lippert
AUTHORIZED SIGNATURE
Jon C. Farney
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

11 27 716453 J 03 22 2019 11 8148 L07 3927 886 11E

PROGRESSIVE
PO BOX 512926
LOS ANGELES, CA 90051

PROGRESSIVE®

CITY OF DALTON
300 W WAUGH ST
DALTON, GA 30720

DRAFT NUMBER: 2026569345

AMOUNT:

\$*****959.05

ISSUE DATE: May 22, 2019

100001 - 383000

Form Z721 (06/15)

KEEP THIS TOP PORTION FOR YOUR RECORDS

PROGRESSIVE®

VOID IF NOT PRESENTED WITHIN 90 DAYS

DRAFT NUMBER: 56-389

PAYABLE THROUGH
PNC BANK, N.A. 070
ASHLAND, OH
1-877-448-9544

CLAIM NUMBER: 19-3513667
NAME: CITY OF DALTON,

2026569345

412

May 22, 2019

PAY EXACTLY

\$*****959.05

NINE HUNDRED FIFTY-NINE AND 05/100 *****

PAY TO CITY OF DALTON
THE ORDER
OF:

Progressive Mountain Insurance Company

BY:

AUTHORIZED SIGNATURE

⑈ 2026569345⑈ ⑆041203895⑆ 4239694516⑈

Progressive
P.O. Box 512926
Los Angeles, CA 90051

PROGRESSIVE®

510942 17198 1 MB 0.428 CMBPI01K 056 017198

Page 1 of 1

CITY OF DALTON
300 W WAUGH ST
DALTON, GA 30720

100001 - 383000



ADVICE FOR PAYMENT 2026569345

Payee: CITY OF DALTON	Payment Date	05/22/2019
	Total Payment Amount	\$959.05
	Total Number of Invoices	1
If you have any questions regarding this payment, please call us at 1-800-274-4499.		

Details

Claim Number: 193513667	Name: CITY OF DALTON,	Date of Loss: 02/12/2019	Invoice Number: 59237817	Company: Progressive Mountain Insurance Company			
Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Repair	Subrogation	PD	15-Dodge Charger	15 DODGE CHARGER	N/A	\$0.00	\$959.05

Total Payment Amount	\$959.05
-----------------------------	----------

***Full Description of Coverage:**

PD - Property Damage Liability

May 17, 2019

94-17

City Of Dalton Police Department
300 W Waugh St
Dalton GA 30720-3143

State Farm Claims
PO Box 106171
Atlanta GA 30348-6171

RE: Claim Number: 11-8148-L07
Date of Loss: March 22, 2019
Our Insured: Jana Bevil

To Whom It May Concern:

Regarding your claim against our insured for property damage to your vehicle, State Farm® has assessed whether your vehicle may have sustained a loss in value in addition to the costs to repair your vehicle. We have made that assessment using a formula referenced in Section 10 of the March 6, 2002 order of the Superior Court of Muscogee County in Mabry v. State Farm.

That assessment is as follows:

NADA Value:	\$19625.00
10% of NADA Value:	\$196.25
Damage Modifier:	10%
Mileage Modifier:	60%

Assessment Result: \$117.75

This assessment is reflected in an amount of \$117.75 and has been included in the enclosed payment.

If you have additional questions, or if you have additional related information you would like us to consider, please contact us at (844) 292-8615 Ext. 339.

You can enjoy the benefits of online registration. Benefits include 24/7 access to your claim progress and staying connected to State Farm®. Just go to statefarm.com® and select Manage Your Claim to get registered. All you need to complete the process is some initial information, which may include your claim number, email address, and/or your State Farm policy or account number. It only takes a few minutes. If you are already registered, thank you!



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 3-26-20

Agenda Item: Financial Report

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved
by City Attorney?** No

Cost: \$0

**Funding Source if Not
in Budget**

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

Financial Report 2/29/20 normally given at the monthly Finance Committee Meeting

CITY OF DALTON - GENERAL FUND

FINANCIAL REPORT

AS OF FEBRUARY 29, 2020

**CITY OF DALTON
GENERAL FUND
BALANCE SHEET
FEBRUARY 29, 2020 AND FEBRUARY 28, 2019**

	2020	2019
ASSETS		
Cash and cash equivalents	\$ 11,403,891	\$ 11,200,254
Investments	7,994,832	10,930,442
Receivables:		
Accounts	922,867	1,694,167
Taxes - net of allowance	439,792	467,069
Intergovernmental	144,111	167,208
Interfund	1,180,900	1,596,985
Inventory, at cost	150,053	155,119
Prepaid expenses	375,546	65,932
TOTAL ASSETS	\$ 22,611,992	\$ 26,277,176
LIABILITIES AND FUND BALANCE		
LIABILITIES		
Accounts payable	\$ 112,324	\$ 247,669
Interfund	-	12,095
Deferred revenue	597,064	752,094
TOTAL LIABILITIES	709,388	1,011,858
FUND BALANCE		
Nonspendable	525,599	221,051
Restricted	323,075	322,139
Unrestricted	21,053,930	24,722,128
TOTAL FUND BALANCE	21,902,604	25,265,318
TOTAL LIABILITIES AND FUND BALANCE	\$ 22,611,992	\$ 26,277,176
Change in Fund Balance		
Beginning Fund Balance	\$ 24,880,171	\$ 26,268,453
Revenue	1,971,340	2,991,774
Expenditures	4,948,907	3,994,909
Ending Fund Balance	\$ 21,902,604	\$ 25,265,318
Restricted		
Infant cemetery markers	\$ 3,655	\$ 7,765
Haig Mill Park	199,400	199,400
Streetscape	15,000	15,000
Greenway	10,000	10,000
Heritage Park	10,000	-
Chapel	85,020	89,974
Total Restricted	\$ 323,075	\$ 322,139

**CITY OF DALTON GENERAL FUND REVENUES
MODIFIED ACCRUAL BASIS OF ACCOUNTING**

REVENUES FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019 WITH 2018 COMPARATIVE

REVENUE	Revised Annual Budget	Budget 2/29/20	Actual 2/29/20	Variance Over (Under)	Actual 2/28/19	Variance Over (Under)
TAXES						
Property Tax	\$ 8,968,000	\$ 43,000	\$ 39,506	\$ (3,494)	\$ 42,475	\$ (2,969)
Vehicle Tax	80,000	26,000	24,657	(1,343)	30,791	(6,134)
Intangible Tax	40,000	4,400	9,853	5,453	3,879	5,974
Real Estate Transfer Tax	17,000	1,800	4,269	2,469	1,889	2,380
Title Tax Fee & Alternative Tax	589,000	95,000	105,834	10,834	276,027	(170,193)
Sales and Use Tax	6,200,000	966,000	490,857	(475,143)	986,594	(495,737)
Beer/Wine/Liquor/Mixed Drink Tax	804,000	114,000	114,062	62	113,863	199
Insurance Premium Tax	2,519,000	-	-	-	-	-
Financial Institution Tax	112,000	112,000	102,308	(9,692)	107,680	(5,372)
Business Tax	580,000	450,000	433,008	(16,992)	443,135	(10,127)
Franchise Fees	397,000	-	30	30	-	30
	20,306,000	1,812,200	1,324,384	(487,816)	2,006,333	(681,949)
LICENSES & PERMITS						
Alcohol License	268,000	247,000	264,583	17,583	246,958	17,625
Insurance Business License	58,000	53,000	50,500	(2,500)	52,700	(2,200)
Other Licenses & Permits	20,500	400	405	5	-	405
	346,500	300,400	315,488	15,088	299,658	15,830
INTERGOVERNMENTAL						
PILOT Payments	35,700	-	-	-	-	-
Federal - State Grans & Contracts	128,500	1,000	-	(1,000)	490	(490)
	164,200	1,000	-	(1,000)	490	(490)
CHARGES FOR SERVICES						
Program Admissions & Fees (Rec)	140,000	6,100	7,305	1,205	6,095	1,210
Concession Revenue	192,000	8,000	16,494	8,494	7,868	8,626
Garbage & Recycle	1,000	-	-	-	180	(180)
Municipal Court	610,000	132,000	96,246	(35,754)	128,838	(32,592)
Public Safety Fees	44,250	9,000	8,085	(915)	6,560	1,525
School Resource Officer	387,000	-	-	-	-	-
Cemetery Fees	50,000	6,000	7,810	1,810	7,600	210
	1,424,250	161,100	135,940	(25,160)	157,141	(21,201)
FINES & FORFEITURES	410,000	72,000	73,870	1,870	76,676	(2,806)
INTEREST EARNED	400,000	65,000	60,332	(4,668)	67,762	(7,430)
MISCELLANEOUS REVENUE						
Rental Revenue	228,400	38,000	34,840	(3,160)	34,674	166
Reimbursements	-	-	310	310	2,153	(1,843)
Penalties & Fines	80,000	10,000	6,519	(3,481)	21,206	(14,687)
Donations	18,000	3,000	8,836	5,836	3,252	5,584
Other	83,650	7,000	10,111	3,111	19,562	(9,451)
TOTAL REVENUE	23,461,000	2,469,700	1,970,630	(499,070)	2,688,907	(718,277)
OTHER FINANCING SOURCES						
Utility Transfer	11,147,000	-	-	-	-	-
Sale of assets	-	-	710	710	302,867	(302,157)
Hotel-Motel Tax Transfer	500,000	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES	11,647,000	-	710	710	302,867	(302,157)
REVENUE & OTHER FINANCING SOURCES	\$ 35,108,000	\$ 2,469,700	\$ 1,971,340	\$ (498,360)	\$ 2,991,774	\$ (1,020,434)

February Report Not Yet Received

**CITY OF DALTON GENERAL FUND EXPENDITURES
MODIFIED ACCRUAL BASIS OF ACCOUNTING**

FOR THE ELEVEN MONTHS ENDED FEBRUARY 29, 2020 WITH FEBRUARY 28, 2019 COMPARATIVE

	Revised Annual Budget	Budget 2/29/20	Actual 2/29/20	Variance Over (Under)	Actual 2/28/19	Variance Over (Under)
EXPENDITURES - DEPARTMENTS						
Elections	\$ -	\$ -	\$ -	\$ -	\$ 20	\$ (20)
Legislative	158,160	31,000	31,099	99	24,402	6,697
Administrative	567,025	118,000	99,336	(18,664)	52,804	46,532
City Clerk	335,875	51,600	49,639	(1,961)	39,754	9,885
Finance	720,685	92,000	89,978	(2,022)	90,167	(189)
Human Resources	450,060	72,000	66,058	(5,942)	47,663	18,395
Information Technology	422,385	46,800	45,691	(1,109)	44,405	1,286
Building & Grounds General Government	248,500	41,000	36,666	(4,334)	25,673	10,993
Judicial - Municipal Court	453,340	73,000	61,575	(11,425)	50,995	10,580
Fire	9,653,335	1,438,000	1,392,367	(45,633)	1,059,631	332,736
Police	9,361,265	1,414,000	1,403,383	(10,617)	1,038,204	365,179
Public Works	8,159,600	1,136,000	1,063,428	(72,572)	877,244	186,184
Infrastructure	10,000	6,200	6,200	-	94,730	(88,530)
Recreation	4,015,840	521,000	472,048	(48,952)	399,233	72,815
Payments to Other Agencies	577,645	98,400	98,406	6	120,484	(22,078)
Contingency	150,000	-	-	-	-	-
Total Expenditures	35,283,715	5,139,000	4,915,874	(223,126)	3,965,409	950,465
OTHER FINANCING USES						
Capital Acquisition Fund	250,000	-	-	-	-	-
Airport Grant Fund	50,000	-	-	-	-	-
Tax Allocation District Fund	5,000	-	-	-	-	-
Debt Service Fund	1,118,000	-	-	-	-	-
Senior Center Fund	198,050	33,000	33,033	33	29,500	3,533
Total Other Financing Uses	\$ 1,621,050	33,000	33,033	33	29,500	3,533
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 36,904,765	\$ 5,172,000	\$ 4,948,907	\$ (223,093)	\$ 3,994,909	\$ 953,998
NET INCREASE (DECREASE) FUND BALANCE	\$ (1,796,765)	\$ (2,702,300)	\$ (2,977,567)		\$ (1,003,135)	

CITY OF DALTON PAYROLL HOURS ANALYSIS

	January - February			
	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Number of Weeks	<u>10</u>	<u>8</u>	<u>8</u>	<u>8</u>
Fire				
Regular	49,652	39,070	40,692	39,853
Over-time	2,489	1,908	2,503	2,821
Part-time	-	-	-	-
	<u>52,141</u>	<u>40,978</u>	<u>43,195</u>	<u>42,674</u>
Average hours per week	<u>5,214</u>	<u>5,122</u>	<u>5,399</u>	<u>5,334</u>
Full-time equivalent	<u>93</u>	<u>91</u>	<u>96</u>	<u>95</u>
Police				
Regular	42,219	30,880	32,483	31,400
Over-time	392	394	466	464
Part-time	142	71	-	286
	<u>42,753</u>	<u>31,345</u>	<u>32,949</u>	<u>32,150</u>
Average hours per week	<u>4,275</u>	<u>3,918</u>	<u>4,119</u>	<u>4,019</u>
Full-time equivalent	<u>107</u>	<u>98</u>	<u>103</u>	<u>100</u>
Public Works				
Regular	28,344	22,880	23,122	23,074
Over-time	384	488	382	502
Part-time	-	-	154	218
	<u>28,728</u>	<u>23,368</u>	<u>23,658</u>	<u>23,794</u>
Average hours per week	<u>2,873</u>	<u>2,921</u>	<u>2,957</u>	<u>2,974</u>
Full-time equivalent	<u>72</u>	<u>73</u>	<u>74</u>	<u>74</u>
Recreation				
Regular	12,386	9,642	8,589	8,178
Over-time	200	125	123	78
Part-time	6,723	4,706	3,714	3,457
	<u>19,309</u>	<u>14,473</u>	<u>12,426</u>	<u>11,713</u>
Average hours per week	<u>1,931</u>	<u>1,809</u>	<u>1,553</u>	<u>1,464</u>
Full-time equivalent	<u>48</u>	<u>45</u>	<u>39</u>	<u>37</u>
Total hours	<u>142,931</u>	<u>110,164</u>	<u>112,228</u>	<u>110,331</u>
Average hours per week	<u>14,293</u>	<u>13,771</u>	<u>14,029</u>	<u>13,791</u>
Full-time equivalent	<u>320</u>	<u>308</u>	<u>312</u>	<u>307</u>