



**MAYOR AND COUNCIL MEETING
MONDAY, APRIL 07, 2025
6:00 PM
DALTON CITY HALL - COUNCIL CHAMBERS**

AGENDA

WORK SESSION - 4:30 P.M. - 2ND FLOOR WEST CONFERENCE ROOM:

1. Executive Session - Real Estate
2. City Administrator Project Updates

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBERS:

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please Complete Public Commentary Contact Card Prior to Speaking - Limit of 3 Minutes/Person)*

Presentations:

1. Staff Reports

Proclamations:

2. "Donate Life Month - April 2025" - Kyla Harris, Lifelink Foundation

Minutes:

3. Mayor & Council Regular Meeting Minutes of March 17, 2025

New Business:

4. First Reading Ordinance 25-10 The request of Scott Cunningham to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.57 acres located at 112 N. Spencer Street. Parcel (12-219-24-016).
5. First Reading Ordinance 25-11 the request of Adriana Lopez Molina to Annex 0.17 acres located at 1304 Frazier Drive into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-065).

- [6.](#) Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement for Material Handling at 631 N. Glenwood Avenue
7. Declaration of Taking and Order on Planzer Property at 622 N. Elm Street for the Glenwood Avenue Stormwater Improvement Project
- [8.](#) Arcadis Task Order #13 - Moice Drive Drainage Evaluation
- [9.](#) Imperial Landscapes Contract for Prater Alley Detention Pond Facility
- [10.](#) Imperial Landscapes Contract for Huntington Road Detention Pond Facility
- [11.](#) Trammell Street and Clark Street Intersection Traffic Control Change Request
- [12.](#) First Amendment to City Hall Lease Agreement with Dalton Public Schools
- [13.](#) Resolution 25-03 A Resolution in Support of Local Legislation Known as H.B. 843 In the Georgia General Assembly for The Purpose of Providing A Local Referendum to Consider Approval of An Increase to The Homestead Exemption of City of Dalton Ad Valorem Taxes for Residents 70 Years of Age and Over and For Other Purposes.
- [14.](#) Resolution 25-04 A Resolution Affirming and Ratifying Cost of Living Adjustment for Certain Pension Plan Beneficiaries.
- [15.](#) FY2025 Budget Amendment #1.
- [16.](#) BION Security Professional Services Agreement
- [17.](#) Updated Service Agreement between City of Dalton and Flock Group, Inc.

Supplemental Business

Announcements

Adjournment

PROCLAMATION



“DONATE LIFE MONTH”

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

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

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

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

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

WHEREAS, nearly than 3.8 million Georgians have already registered their decision to give the Gift of Life at www.donatelifegeorgia.org; and

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

NOW, THEREFORE BE IT RESOLVED, I, Annalee Sams, Mayor of the City of Dalton, Georgia hereby proclaim the month of April 2025 as “**DONATE LIFE MONTH**” in Dalton and encourage all residents to sign up on Georgia’s organ and tissue donor registry.

PROCLAIMED, this 7th day of April, 2025.

Annalee Sams, Mayor

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MARCH 17, 2025

The Mayor and Council held a meeting this evening at 6:00 p.m. at City Hall. Present were Mayor Annalee Sams, Councilmembers Nicky Lama, Dennis Mock, and Tyree Goodlett, City Administrator Andrew Parker and City Attorney Jonathan Bledsoe. Council member Steve Farrow was absent.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Councilmember Lama led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTARY

There were no Public Comments.

STAFF REPORTS

There were no Staff Reports.

MINUTES

The Mayor and Council reviewed the Regular Session minutes of March 3, 2025. On the motion of Councilmember Mock, second Councilmember Lama, the minutes were approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-02 - AMEND UNIFIED ZONING ORDINANCE OF WHITFIELD COUNTY, GEORGIA – COMMERCIAL POULTRY FARMING

City Administrator Andrew Parker presented the Second Reading of Ordinance 25-02 to amend the unified zoning ordinance of Whitfield County, Georgia regarding commercial poultry farming by adding additional regulations. A copy of the complete revision of Section 4-6-35 are a part of these minutes. On the motion of Councilmember Mock, second Councilmember Goodlett, the rezoning request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-03 REZONING REQUEST OF ELDA RAMIREZ

City Administrator Andrew Parker presented the Second Reading of Ordinance 25-03 a request from Elda Ramirez to rezone from Rural Residential (R-5) to General Commercial (C-2) a tract of land totaling 0.38 acres located at 436 S. Glenwood Avenue, Dalton, Georgia. Parcels (12-238-17-008 and 12-238-17-007). Parker stated both the Staff and Planning Commission recommended approval. However, Parker stated Assistant Planning Director Ethan Calhoun recommended that should the request be approved, the property should meet the Unified Zoning parking requirements. On the motion of Councilmember Mock, second Councilmember Lama, the rezoning request was approved with the stipulation that the property must meet the Unified Zoning parking requirements. The vote was unanimous in favor

SECOND READING ORDINANCE 25-04 REZONING REQUEST OF JUAN FIGUEROA

City Administrator Andrew Parker presented the Second Reading of Ordinance 25-04 a request from Juan Figueroa to rezone from Heavy Manufacturing (M-2) to Transitional Residential (R-6) a tract of land totaling 0.41 acres located at 909 Riverbend Road, Dalton, Georgia. Parcel (12-255-03-030). Parker stated the Staff and Planning Commission recommended approval. On the motion of Councilmember Mock, second Councilmember Lama, the rezoning request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-05 REZONING REQUEST OF JUAN FIGUEROA

City Administrator Andrew Parker presented the Second Reading of Ordinance 25-05 a request from Juan Figueroa to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.996 acres located at Water Street, Dalton, Georgia. Parcel (12-218-06-039). Parker stated the Staff and Planning Commission recommended approval. On the motion of Councilmember Mock, second Councilmember Goodlett, the rezoning request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-06 REZONING REQUEST OF JASON JACKSON

City Administrator Andrew Parker presented the Second Reading of Ordinance 25-06 a request from Jason Jackson to rezone from Transitional Commercial (C-4) to Central Business District (C-3) a tract of land totaling 0.34 acres located at 400 S. Hamilton Street, Dalton, Georgia. Parcels (12-238-21-002 and 12-238-21-003). Parker stated the Staff and Planning Commission recommended approval with condition A but not condition B which states: Any automobiles or equipment scheduled for service/repair must be stored on the subject property, or other private property and not stowed in public parking. On the motion of Councilmember Lama, second Councilmember Goodlett, the rezoning request was approved with condition A. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-07 REZONING REQUEST OF PREFERRED TUFTERS

City Administrator Andrew Parker presented the Second Reading of Ordinance 25-07 a request from Preferred Tufters to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 1.36 acres located on Cargal Drive, Dalton, Georgia. Parcel (12-255-10-017). Parker stated the Staff and Planning Commission recommended approval. On the motion of Councilmember Mock, second Councilmember Goodlett, the rezoning request was approved. The vote was unanimous in favor.

SECOND READING ORDINANCE 25-08 REZONING REQUEST OF DON W. ADCOCK

City Administrator Andrew Parker presented the Second Reading of Ordinance 25-08 a request from Don W. Adcock to rezone from Limited Commercial (C-1) to Medium Density Single Family Residential (R-3) a tract of land totaling 0.18 acres located at 404 W. Hawthorne Street, Dalton, Georgia. Parcel (12-199-09-005). Parker stated the Staff and Planning Commission recommended approval for C-1A not R-3. On the motion of Councilmember Mock, second Councilmember Lama, the rezoning request was approved with the Planning Commission's recommendation of C-1A. The vote was unanimous in favor.

2024 BUDGET AMENDMENT #6

CFO Cindy Jackson presented the final 2024 budget amendment to the Mayor and Council. Jackson reviewed the General Fund, Special Revenue Funds, and the Capital Improvement Funds. A copy of this amendment is a part of these minutes. On the motion of Council member Mock, second Council member Lama, the final budget amendment was approved. The vote was unanimous in favor.

MERCHANT PROCESSING AGREEMENT WITH HEARTLAND FOR NOB NORTH GOLF COURSE

Recreation Director Steve Roberts presented a Merchant Processing Agreement with Heartland for Nob North Golf Course. Roberts stated the last system is no longer able to be serviced and this system will be used for the payment processor for the range ball vending machines. Roberts additionally asked for permission to execute the contract. On the motion of Council member Mock, second Council member Goodlett, the Agreement was approved and permission was granted for Roberts to execute the agreement. The vote was unanimous in favor.

JOHN DAVIS RECREATION CENTER – CHANGE ORDER #2 CMAR AGREEMENT

City Administrator Andrew Parker presented the John Davis Recreation Center change order #2 CMAR Agreement to address several field directives that have come up during construction of the project. Parker stated field directives result from field conditions not always coinciding with contract plans. On the motion of Council member Mock, second Council member Goodlett, the Agreement was approved. The vote was unanimous in favor. A copy of the complete Change Order is a part of these minutes.

PROJECT ORDER #3 WITH KIMLEY-HORN FOR CONSTRUCTION ADMIN/INSPECTION SERVICES AT AIRPORT

Airport Director Andrew Wiersma presented Project Order #3 with Kimley-Horn for Construction Admin/Inspection Services at Airport in the amount of \$337,606.51. Wiersma stated Kimley-Horn will provide construction administration and inspection services on the 2025 hangar development project at the airport. On the motion of Council member Lama, second Council member Mock, the Services Agreement was approved. The vote was unanimous in favor.

CONSTRUCTION CONTRACT WITH INTEGRATED BUILDS, LLC FOR HANGAR DEVELOPMENT AT AIRPORT

Airport Director Andrew Wiersma presented a Construction Contract with Integrated Builds, LLC. for Hangar Development at the Airport in the amount of \$4,074,749. Wiersma requested to award the hangar development contract to Integrated Builds, LLC. which was the low bidder. Additionally, Wiersma stated the project is for construction of 3 hangar buildings on 3 different sites for a total of \$29,000 ft of additional hangar space. Wiersma reported that although the project is approximately \$500,000 over budget, he stated he requested additional funds from the State. Wiersma stated that should the funds not be secured then the City Attorney has written the contract whereas one of the hangars could be removed. On the motion of Council member Lama, second Council member Mock, the Services Agreement was approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, on the motion of Councilmember Mock, second Councilmember Goodlett the meeting was adjourned at 6:28 p.m.

Bernadette Chattam
City Clerk

Annalee Sams, Mayor

Recorded
Approved: _____
Post: _____



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

The request of Scott Cunningham to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.57 acres located at 112 N. Spencer Street, Dalton, Georgia. Parcel (12-219-24-016) (City)

DEPARTMENT

Planning and Zoning

REQUESTED BY

Scott Cunningham

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:

See attached staff analysis and recommendation to approve.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE NO. 25-10

To rezone property of White Board Investments, LLC from a Transitional Residential (R-6) Classification to a Neighborhood Commercial (C-1); to provide for an effective date; to provide for the repeal of conflicting ordinances; to provide for severability; and for other purposes.

WHEREAS, White Board Investments, LLC, by and through its authorized agent, R. Scott Cunningham, has requested rezoning of certain real property he owns from R-6 classification to C-1 classification;

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan; and

WHEREAS, all other procedures as required by Georgia law have been followed.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Dalton and by authority of the same, **IT IS HEREBY ORDAINED**, as follows:

Section 1.

The real property as described in Exhibit “A” (the “Property”), which is attached to and incorporated herein as a part of this Ordinance, is hereby rezoned from R-6 classification to C-1 classification.

Section 2.

This Ordinance shall be effective as of the date of approval of this Ordinance.

Section 3.

The City Clerk or designated City staff members shall ensure that the Dalton-Whitfield Zoning Administrator is provided a copy of this ordinance and that this rezoning is recorded on the Official Zoning Map of Whitfield County, Georgia.

Section 4.

All ordinances and parts of ordinances in conflict with this Ordinance are repealed.

Section 5.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this _____ day of _____, 2025.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Councilmember _____, seconded by Councilmember _____, and upon the question the vote is _____ ayes, _____ nays, and the Ordinance is adopted.

ATTEST:

CITY CLERK

MAYOR/MAYOR PRO TEMPORE

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK, CITY OF DALTON

EXHIBIT "A"

Tax Parcel No. 12-219-24-016

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: March 25, 2025

A. SUBJECT: The request of Scott Cunningham to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land totaling 0.57 acres located at 112 N. Spencer Street, Dalton, Georgia. Parcel (12-219-24-016) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 24, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Scott Cunningham.

Public Hearing Summary:

Ethan Calhoun summarized the staff analysis which recommended approval of the C-1 rezoning. There were no further questions for Calhoun.

Scott Cunningham stated that the proposal would be to remodel the existing structure for office space. Chairman Lidderdale confirmed with Cunningham the subject property would be accessed via the alleyway along Spencer St. Lidderdale then confirmed with Cunningham that parking areas will be required to be paved or asphalt. Cunningham acknowledged the parking lot improvements and added that he plans to landscape in addition. Cunningham then noted that the subject property consists of three stories of which two stories are usable. Cunningham then restated that the subject property is accessed from the south.

With no further comments, Chairman Lidderdale closed this public hearing at approximately 7:02 pm.

Recommendation:

Chairman Lidderdale sought a motion for the C-1 rezoning. Octavio Perez made a motion to approve the C-1 rezoning, and Brad Ramsey seconded. There was a unanimous recommendation to approve the C-1 rezoning 5-0.

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Scott Cunningham is seeking to rezone from Transitional Residential (R-6) to Neighborhood Commercial (C-1) a tract of land (parcel 12-219-24-016) containing a total of 0.57 acres located along 112 N. Spencer St. The subject property is currently developed with an aging commercial building: The petitioner's request to rezone was made in order to restore conformity to the subject property.

The surrounding uses and zoning are as follows: The R-3 zone district is adjacent to the north and east of the subject property and each of these adjacent tracts contains a single-family detached dwelling. The R-6 zone district to the subject property to the south of two parcels both of which each contain a single-family detached dwelling. The C-2 zone district bounds the subject property to the west. The western tracts contain former single-family detached dwellings that have been converted to light commercial use.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

The R-6, R-3, and C-2 zone districts converge in this area with a mix of existing residential development patterns including both single-family detached dwellings and some commercial developments. Commercially developed properties can be seen adjacent to the subject property to the west fronting Glenwood Ave. The subject property has been developed for commercial use for over 50 years according to the tax assessor's records. There are no commercial zone districts identified along this block of Spencer St., but each residential property within this block of Spencer St. is adjacent to a commercial zone district.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

There is no expectation for any negative impacts on the values of the adjacent or nearby property values based on the consistency with the longstanding commercial character of the subject property and adjacency to the C-2 zone district throughout this area. While the structure on the subject property is non-conforming due to an encroachment on the northern side lot and eastern front setbacks, this issue would exist with any zone the subject property occupies. Any future redevelopment of the subject property would be required to meet current setbacks and buffer regulations.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

The subject property's location and existing structure limit its potential uses. The proposed C-1 rezoning would offer limited commercial uses within the existing commercial building.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (C-1) amendment, if adopted or approved, would result in a use which would or could cause excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

There is no expectation that public water or sewer would be burdened by the proposed development. The size of the subject property and its limited uses should mitigate utility impacts. While significant improvements will need to occur regarding off-street parking, there does appear to be sufficient area to create adequate parking on the subject property.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan's future development map shows this property to be within the Town Neighborhood character area. This character area is intended to incentivize reinvestment in aging neighborhood areas where vacancy and blight are observed. The proposed C-1 rezoning would permit neighborhood-scale retail or service opportunities on the subject property. Commercial occupation of the subject property would prompt improvements to the structure and grounds of the subject property as opposed to its current vacant condition.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The proposed R-5 rezoning would simply shrink the existing R-6 zone district and create an island of C-1 zoning. The island of C-1 zoning would, however, be adjacent to an existing C-2 zone district and occupy an existing commercial building.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the

subject property under any zoning designation.

N/A

CONCLUSION:

The staff can provide a recommendation to approve the C-1 rezoning of the subject property based on the following factors:

1. The requested C-1 zone district would allow for the subject property to be zoned and developed similarly to neighboring properties in this area and bring the subject property into conformity with the UZO.
2. The proposed R-5 rezoning would not conflict with the intent of the Town Neighborhood character area in the Comprehensive Plan based on the established zoning and development pattern of this area and the existing commercial building on the subject property.
3. The C-1 zone district would be unlikely to have a negative impact on the values of surrounding or nearby properties based on the adjacent C-2 zone district and the longstanding commercial building occupying the subject property.

Cunningham Rezoning Request R-6, Transitional Residential

to

C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION



ZONING

- Medium Density Single Family Residential (R-3)
- Rural Residential (R-5)
- Transitional Residential (R-6)
- High Density Residential (R-7)
- Central Business District (C-3)
- Central Business District (C-3) Cond
- General Commercial (C-2)
- Heavy Manufacturing (M-2)

FEET
200



Cunningham Rezoning Request R-6, Transitional Residential

to

C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION



FEET
200



Cunningham Rezoning Request R-6, Transitional Residential to C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION



**FEET
100**



Cunningham Rezoning Request R-6, Transitional Residential

to

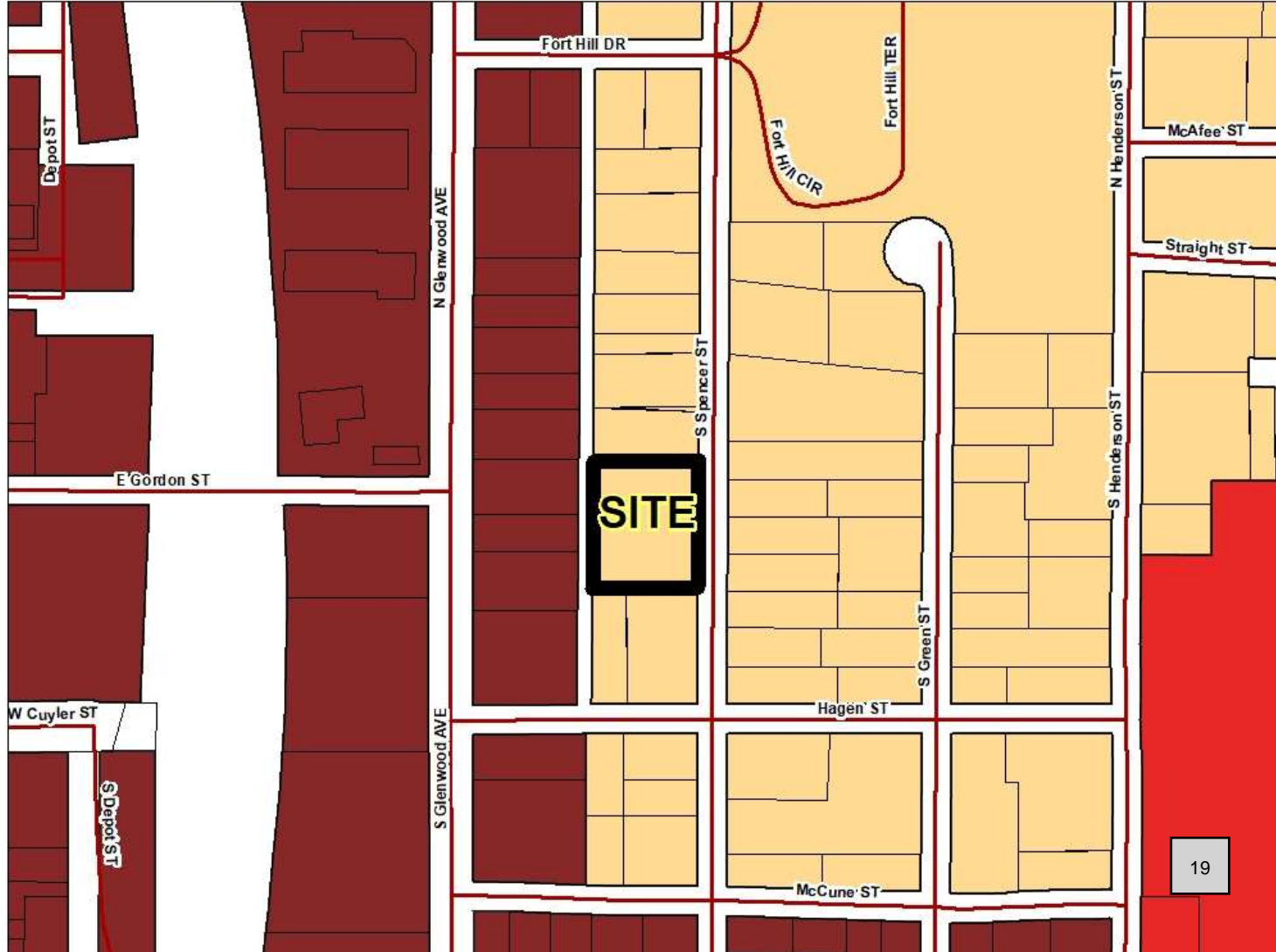
C-1, Neighborhood Commercial CITY OF DALTON JURISDICTION



FUTURE DEVELOPMENT MAP

-  Commercial Corridor
-  Downtown/Town Center
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

The request of Adriana Lopez Molina to annex 0.17 acres located at 1304 Frazier Drive, Dalton, Georgia into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-065) (City)

DEPARTMENT

Planning and Zoning

REQUESTED BY

Adriana Lopez

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:

See the attached staff analysis and recommendation to approve.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

ORDINANCE 25-11

To Annex Certain Property of Adriana Lopez Molina, Into The City Of Dalton, Georgia, Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Provide An Effective Date; And For Other Purposes

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1:

The area contiguous to the City of Dalton as described in Exhibit “A” (the “Property”), which is attached to and incorporated as a part of this ordinance, is hereby annexed into the City of Dalton, Georgia and is made a part of said city.

Section 2.

This Ordinance shall be effective on the 1st day of May, 2025.

Section 3.

The acreage of the Property is approximately 0.17 acres. No streets or roads are affected by this annexation.

Section 4.

The City Clerk of the City of Dalton, Georgia is instructed to send a report that includes certified copies of this Ordinance, the name of the county in which the Property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the Census Bureau, Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth above in Section 2.

Section 5.

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

Section 6.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

SO ORDAINED this ____ day of _____, 2025.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Councilmember _____, second by Councilmember _____ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

MAYOR/MAYOR PRO TEM

ATTEST:

CITY CLERK

Tax Parcel No. 12-179-02-065

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 29 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of _____.

CITY CLERK
CITY OF DALTON

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

MEMORANDUM

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

FROM: Jim Lidderdale
Chairman

DATE: March 25, 2025

A. SUBJECT: The request of Adriana Lopez Molina to annex 0.17 acres located at 1304 Frazier Drive, Dalton, Georgia into the City of Dalton as Medium Density Single Family Residential (R-3) Parcel (12-179-02-065) (City)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on March 24, 2025, at 6:00 p.m. in the Whitfield County Courthouse meeting room. A portion of the agenda included a public hearing concerning the above matter. A quorum of six members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met. The petition was represented by Ethan Calhoun.

Public Hearing Summary:

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

With no further comments, Chairman Lidderdale closed this public hearing at approximately 7:03 PM.

Recommendation:

Chairman Lidderdale sought a motion for the annexation. Eric Barr made a motion to approve the annexation, and Chris Shifflett seconded. There was a unanimous recommendation to approve the annexation 5-0.

**STAFF ANALYSIS
ANNEXATION REQUEST
*Unified Zoning Ordinance***

ZONING CASE:

Adriana Lopez Molina is seeking the annexation of a parcel (#12-179-02-065) into the City of Dalton. located at 1304 Frazier Drive within the Medium-Density Single-Family (R-3) zone district. Dalton's current corporate boundary flanks the subject property on the west side.

The subject property is located within a small unincorporated island within the City of Dalton. Zoning will not be affected by this annexation if it is approved since both the City and the County share the Unified Zoning Ordinance.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

As stated previously, the zoning of the subject property will not be changed in the event that it is annexed into the City of Dalton since the City and County adopted the UZO in 2015. The existing R-3 zoning is appropriate in regard to the existing land use in this area as well as the Comprehensive Plan and Future Development Map. The annexation, if approved, would simply bring the subject property into the City of Dalton's jurisdiction.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

No impact is expected if this annexation is approved.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent and nearby properties since the property is within a small unincorporated county island within the City of Dalton.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

No impact. The zoning will be the same, but the jurisdiction will change. The property owners have completed an application to annex under the 100 percent method, which means it is by the choice of the property owner to be annexed.

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the City of Dalton as compared to the unincorporated County. Water and sewer utilities are already available to the subject property with no concern for capacity. The annexation of the subject property would have a negligible impact on public utilities for this area. The subject property is already served by City emergency services due to the automatic aid

agreement between the City and County.

(F) Whether the property sought to be annexed is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The subject property is within the Town Neighborhood Revitalization character area. This character area is shared by both Whitfield County and the City of Dalton. This annexation would have no conflict with the Comprehensive Plan or Future Development Map based on the existing character of the subject property.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

This request, if approved, would shrink an existing unincorporated county island within the City of Dalton.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

N/A

CONCLUSION: The staff recommendation is that the subject property is suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan and the uses and zoning of most properties in the vicinity.

Molina Annexation Request Into the City of Dalton

Zoning to Remain

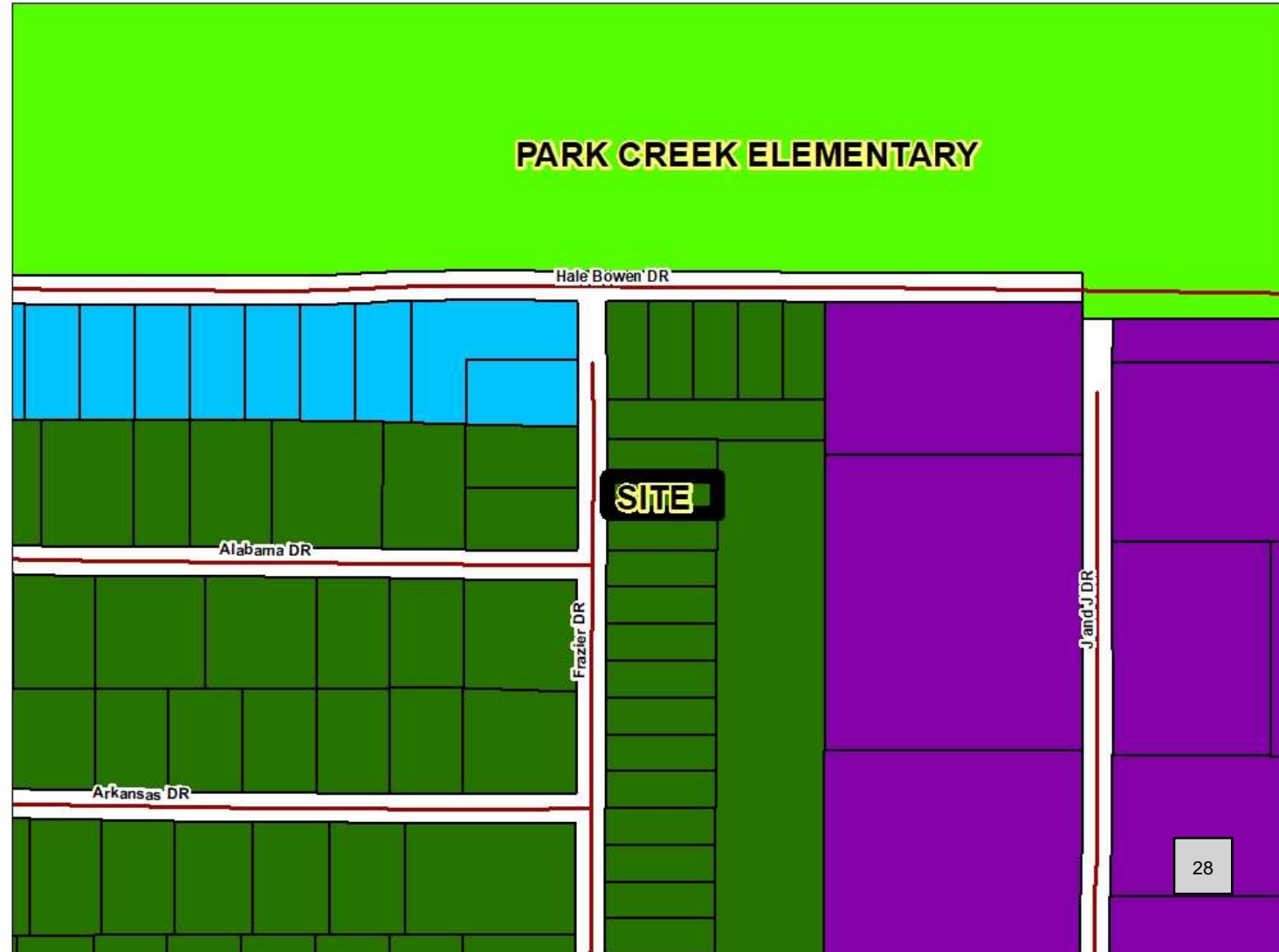
R-3, Medium Density Single Family Residential



ZONING

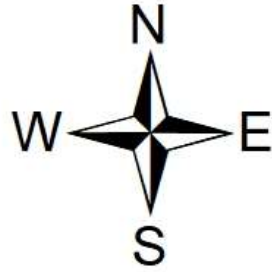
-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Transitional Residential (R-6)
-  Heavy Manufacturing (M-2)

FEET
200




Molina Annexation Request Into the City of Dalton

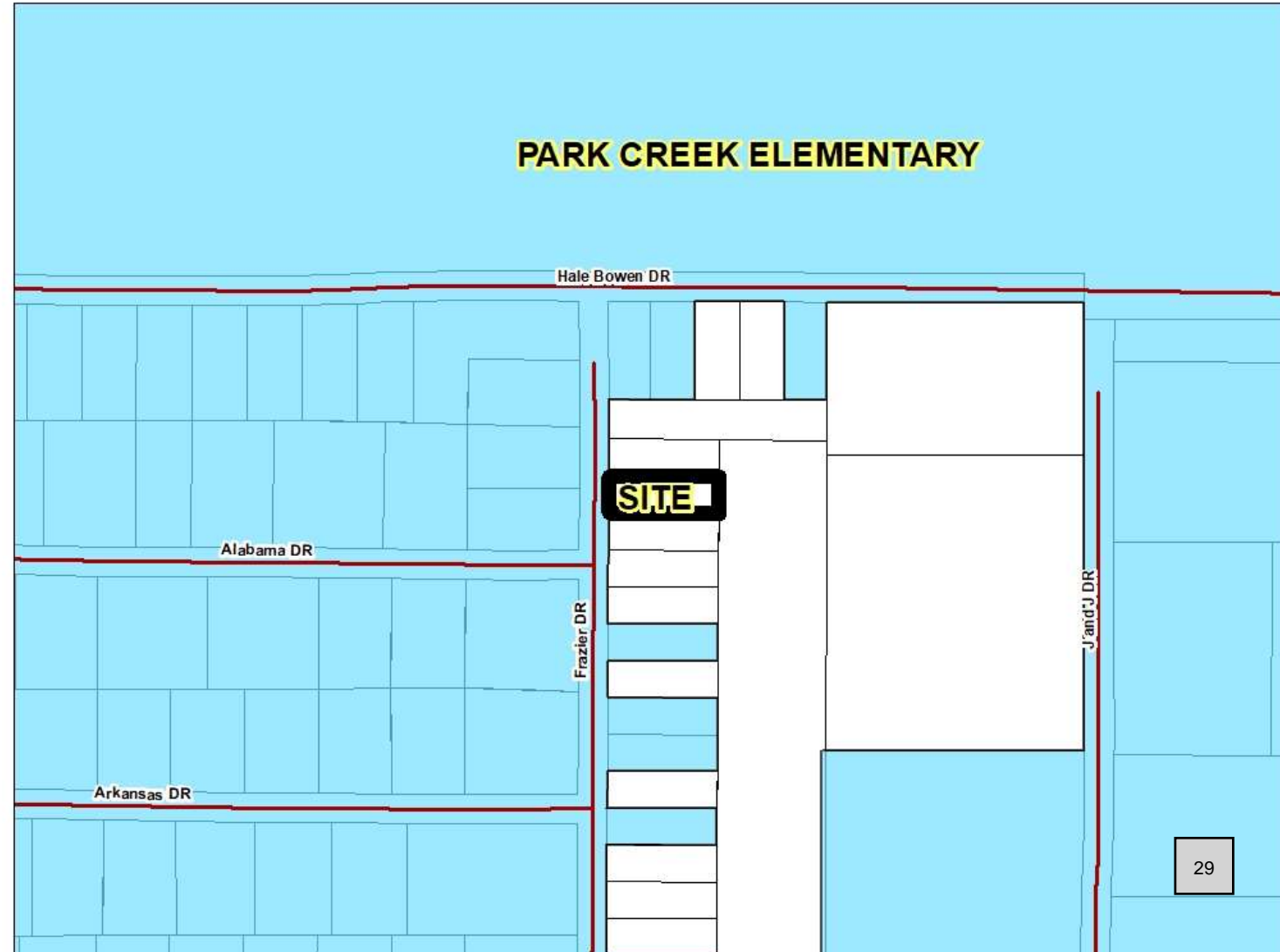
Zoning to Remain R-3, Medium Density Single Family Residential



DALTON CITY LIMITS

 Town_Boundaries

FEET
200



Molina Annexation Request Into the City of Dalton Zoning to Remain R-3, Medium Density Single Family Residential



**FEET
200**



ANNEXATION APPLICATION

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

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

APPLICANT NAME:	Adriana Lopez Molina
APPLICANT ADDRESS:	1304 Frazier Dr
CITY, STATE & ZIP:	Dalton G.A. 30721
TELEPHONE NUMBER:	706-280-0596 - 706-980-8828

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1304 Frazier Dr
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	12-179-02-065
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	1
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Residential R-3

- PROPOSED ZONING CLASSIFICATION Residential R-3
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED .172 acres
- TAX MAP NUMBER/PARCEL NUMBER 12-179-02-065
- HOUSING UNITS One

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

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

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


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

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

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

AFRICAN AMERICAN OTHER

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


SIGNATURE OF APPLICANT(S)

01/22/25
DATE

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

12-179-02-065 1304 Frazier Dr

*Describe parcel or parcels and nature of interest
and percentage of interest*

100% OWNER

I hereby appoint _____
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment as set forth in the attached annexation contract.

Adriana D. Lopez Molina
(Owner's Name)

Sworn to and subscribed
Before me, this 22 day
of JANUARY, 2025.

[Signature]
Notary Public





NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assed value is 100% or $\$100,000 \times 2.237$ mils, your Dalton City tax would be \$223.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

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



SIGNED

01/22/25
DATE

Parcel 12-179-02-065

Deed Doc: WD
Recorded 07/26/2018 02:53PM
Georgia Transfer Tax Paid : \$127.70
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06662 Pg 0512-0513
Plat 1002033

This space above this line is for recording purposes.

After recording, please return to:
Susan W. Bisson
Sponcler & Tharpe, LLC
P. O. Box 398
Dalton, Georgia 30722-0398
File No. 2018050420

STATE OF GEORGIA,
WHITFIELD COUNTY.

LIMITED WARRANTY DEED

THIS INDENTURE, made the 23rd day of July, 2018, between RONALD J. JOHNS, LLC , a Georgia Limited Liability Company (hereinafter, whether singly or more than one, the "Grantor"), and ADRIANA D. LOPEZ MOLINA (hereinafter, whether singly or more than one, the "Grantee"):

WITNESSETH

That in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does hereby grant, bargain, sell, and convey unto the said Grantee the following described real property, together with the appurtenances thereto belonging, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 179 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot 29 per plat of survey for Spence Subdivision, Phase 2, by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated March 26, 2018, and recorded May 31, 2018, in Plat Cabinet E, Slide 1107, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, which plat is incorporated herein by reference for a complete description.

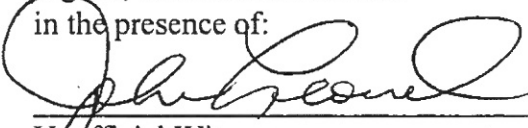
TO HAVE AND TO HOLD, all and singular the above described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in fee simple.

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will **WARRANT** and **DEFEND** all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor.

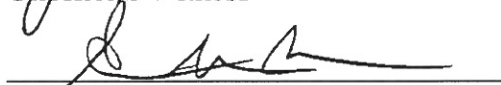
SUBJECT, HOWEVER, to all easements, rights-of-way, covenants and restrictions which may lawfully affect the above-described property.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above written.

Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public

RONALD J. JOHNS, LLC

BY:


RONALD J. JOHNS, MANAGER

My Commission Expires:

[Notary Seal]



EXHIBIT "B"

4-1-5 Medium density single family residential (R-3.) This district is established to protect single-family detached dwellings, typically within a more urban atmosphere, including residential subdivisions, on smaller lots of not less than 7,500 square feet and which are served by public sewer or an approved central on-site sewage management system. All dwellings in this district shall contain not less than 1,000 square feet of heated floor area. There shall be no manufactured or mobile homes within this district, in order to maintain the traditional residential character of such districts. Only one dwelling unit per lot shall be allowed in this district.

eFiled & eRecorded
 DATE: 5/31/2018
 TIME: 10:52 AM
 PLAT BOOK: 00000E
 PAGE: 01107
 RECORDING FEE: 8.00
 PARTICIPANT ID: 5279550605
 CLERK: Melica Kendrick
 Whitfield County, GA
 FOR RECORDING USE ONLY

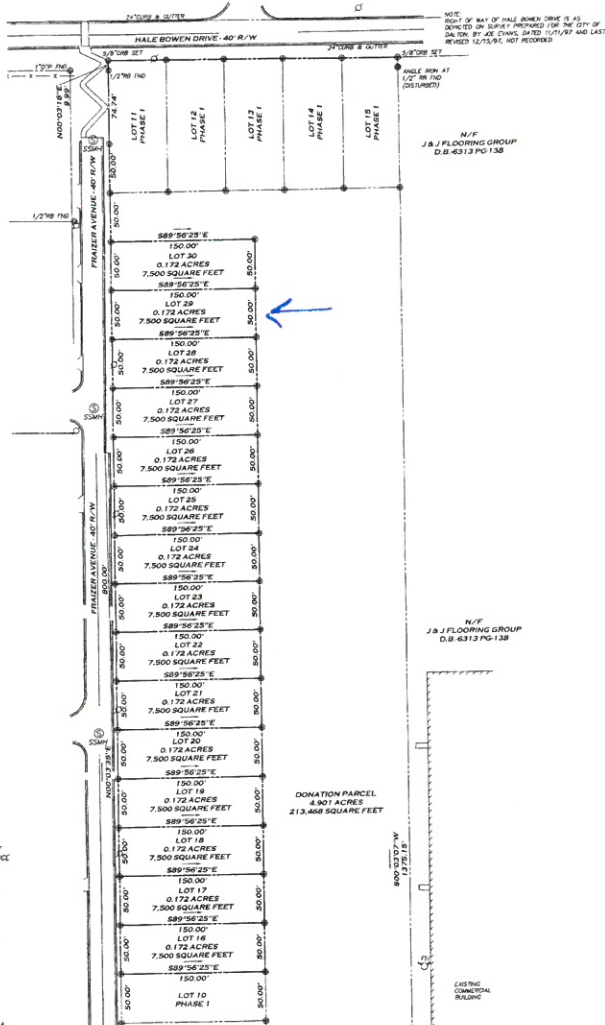


ZONING
 ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS R-1. SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:
 FRONT YARD: 25 FEET
 SIDE YARD: 10 FEET
 REAR YARD: 15 FEET

ZONING AND SETBACK INFORMATION FOR THE WHITFIELD COUNTY UNIFIED ZONING ORDINANCE: ALL INFORMATION SHALL BE VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

SURVEY NOTES

NOTIFY OF ACTION:
 IRVIN SPENCER
 (706) 847-8955



- 1) PROPERTY SHOWN HEREON WAS SURVEYED 2/12/2017.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 25,000' WITH AN ANGULAR ERROR OF 0.2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A TORCON 3000 W TOTAL STATION, TORCON SURVEYOR SP GPS RECEIVER, AND CARLSON SURVEYOR DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 104,951'.
- 5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONAL DESIGNATION R ON FLOOD INSURANCE RATE MAP NO. 1315000001 WITH A DATE OF IDENTIFICATION OF 09/29/2010, FOR COMMUNITY NUMBER 13213C, IN WHITFIELD COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TORCON HP100 SP GPS RECEIVER UTILIZING NETWORK RTK CONNECTIONS PROVIDED BY THE REAL TIME NETWORK OPERATED BY CARL GULLEY. THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3 NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.5 FEET HORIZONTAL AND 0.8 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBTAINED EVIDENCE OF CEMETERIES, GRAVESTONES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.

LEGEND

---	PROPERTY LINE
---	OVERLAP/ADJACENT
---	RECORD CALLS
---	BUILDING SETBACK LINE
---	B.S.L.
---	BUILDING SETBACK LINE
---	INDEX CONTOUR
---	BOUNDARY CONTOUR
---	SPOT ELEVATION
---	WATER LINE
---	OVERHEAD UTILITY LINE
---	GAS LINE
---	SEWER/SEWER LINE
---	UNDERGROUND ELECTRIC LINE
---	FENCE LINE
---	STEAM DRAIN PIPE
---	WATER VALVE
---	WATER METER
---	FIRE HYDRANT
---	GAS METER
---	GAS VALVE
---	POWER METER
---	SANITARY SEWER MANHOLE
---	DROP INLET
---	SINGLE-RING CATCH BASIN
---	DOUBLE-RING CATCH BASIN
---	MANHOLE BOX
---	REBAR
---	CAPPED REBAR
---	FOUND
---	OPEN TOP PIPE
---	MONITORING WELL
---	LIGHT POLE
---	SIGNAL POLE
---	ISB
---	ISBY

CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM
 I HEREBY CERTIFY THAT THE WATER SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED (OR SUFFICIENT SURVEY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.
 DALTON UTILITIES: Melica Kendrick DATE: 3/6/18

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION
 I HEREBY CERTIFY THAT THE LOCATION OF THE FIRE HYDRANTS IN THIS SUBDIVISION ARE INSTALLED (PLANNED FOR INSTALLATION) IN CONFORMANCE WITH RECOMMENDATIONS OF THE DALTON FIRE DEPARTMENT AND I AM HEREBY APPROVED.
 DALTON FIRE DEPT: Melica Kendrick DATE: 3-6-18

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM
 I HEREBY CERTIFY THAT THE WASTEWATER COLLECTION SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED (OR SUFFICIENT SURVEY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.
 DALTON UTILITIES: Melica Kendrick DATE: 3/2/18

CERTIFICATE OF APPROVAL FOR RECORDING
 THE WHITFIELD COUNTY BUILDING ZONING AND DEVELOPMENT DEPARTMENT CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINOR SUBDIVISION PROVISIONS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED UPON THE PLAT; AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.
 DATE APPROVED: 5/7/2018
 DATE RECORDED: 5/26/18

Subdivision Design Approved
 By Planning Commission
 4/23/2018

FINAL ACCURACY AND DESIGN CERTIFICATE
 IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION. THAT ALL DIMENSIONS SHOWN HEREON WERE ACTUALLY MEASURED AND THAT ALL REQUIREMENTS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS HAVE BEEN SUBSTANTIALLY COMPLIED WITH AND APPROVAL HEREON DOES NOT RELIEVE ME OF ANY LIABILITY ASSOCIATED WITH VARIANCES OR IMPROPER DESIGN.

IF YOU DIG GEORGIA...
 CALL US FIRST!
 1-800-282-7411
 770-623-4344
 (METRO ATLANTA ONLY)
 UTILITIES PROTECTION CENTER
 IT'S THE LAW



Lowery & Associates
 LAND SURVEYING, LLC

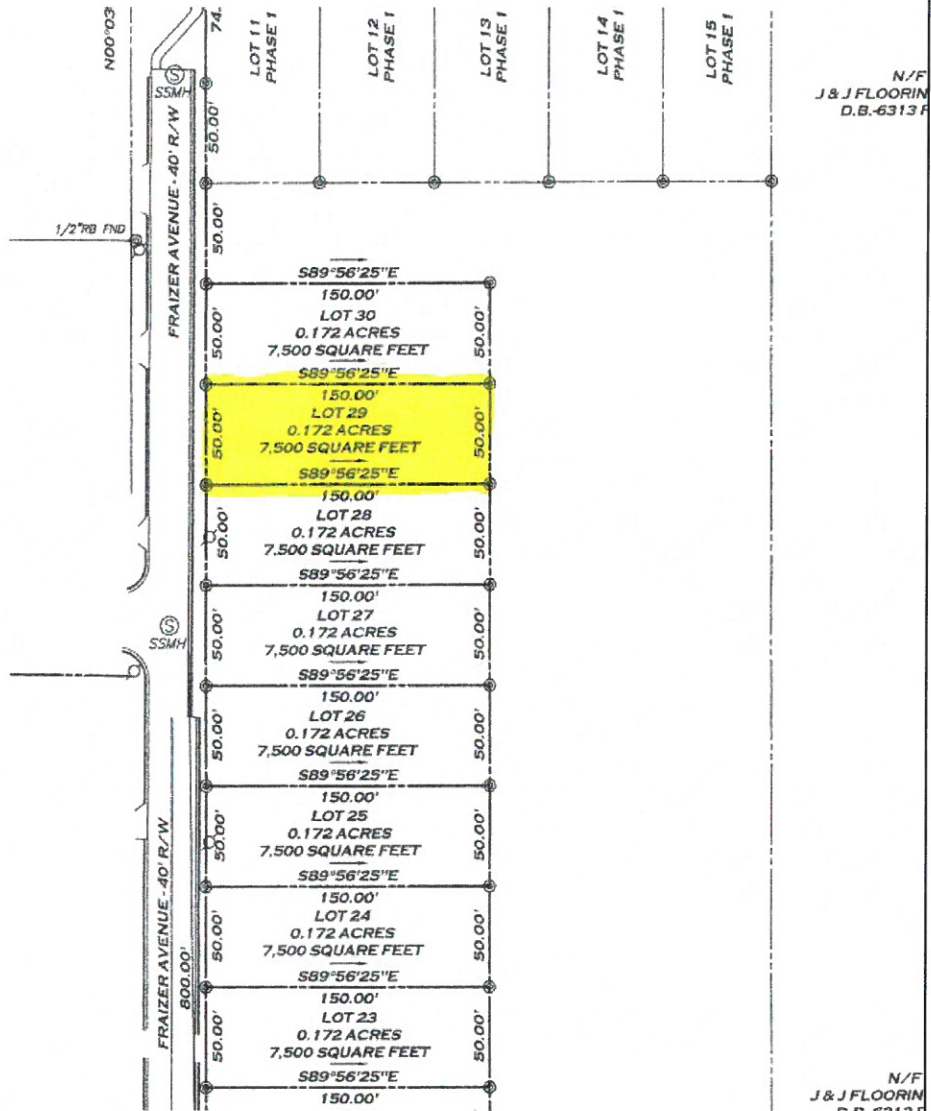
DATE: MARCH 28, 2018	SCALE: 1" = 40'
MINOR SUBDIVISION OF: UNDEVELOPED LOTS WITHIN FRAZIER ACRES SUBDIVISION	
STATE: GEORGIA	COUNTY: WHITFIELD
LAND LOT: 199	DISTRICT: 12TH SECTION: 3RD

PREPARED FOR:
 SPENCE SUBDIVISION, PHASE 2

LOWERY & ASSOCIATES
 LAND SURVEYING, LLC
 317 GRASSDALE ROAD
 CARTERSVILLE, GA 30121
 770-334-0155
 WWW.LOWERYLANDSURVEYS.COM
 INFO@LOWERYLANDSURVEYS.COM
 GEORGIA C.O.A.: LSF-00102

SITE PLAN

Borrower or Owner **Molina, Adriana Lopez**
 Property Address **1304 Frazier Dr**
 City **Dalton** County **Whitfield** State **GA** Zip Code **30721**
 Client **Flagstar Bank**



Whitfield County Tax Parcel Information

Owner and Parcel Information

Parcel Number 12-179-02-065
 Realkey 44526
 GIS Map Map
 Owner Name MOLINA ADRIANA D LOPEZ
 Owner Address 1826 SANE RD SE
 Owner Address 2
 Owner Address 3
 Owner City DALTON
 Owner State GA
 Owner Zip 30721
 Latitude 34.78965708
 Longitude -84.94914707

Parcel Address

Parcel House Number 1304
 Parcel Street Extension
 Parcel Street Direction
 Parcel Street Name FRAZIER
 Parcel Street Units
 Parcel Street Type AVE

Current Fair Market Value Information

Previous 175825
 Current 195515
 Land 25000
 Residential Improvement 169565
 Commercial Improvement
 Accessory Improvement 950
 Conservation Use Value

Property Information

Class Residential
 Strata Lot
 Tax District County
 Neighborhood FRZR L
 Legal Description 0.17A LL179-12 (LT29 E-1095)
 Total Acres 0.17
 Zoning See GIS Map
 GMD\Map Number 081
 Subdivision
 Subdivision Phase
 Subdivision Section 0004
 Subdivision Block
 Subdivision Lot
 Comments:

Historical Fair Market Value Information

2022 150509
 2021 150705
 2020 127847

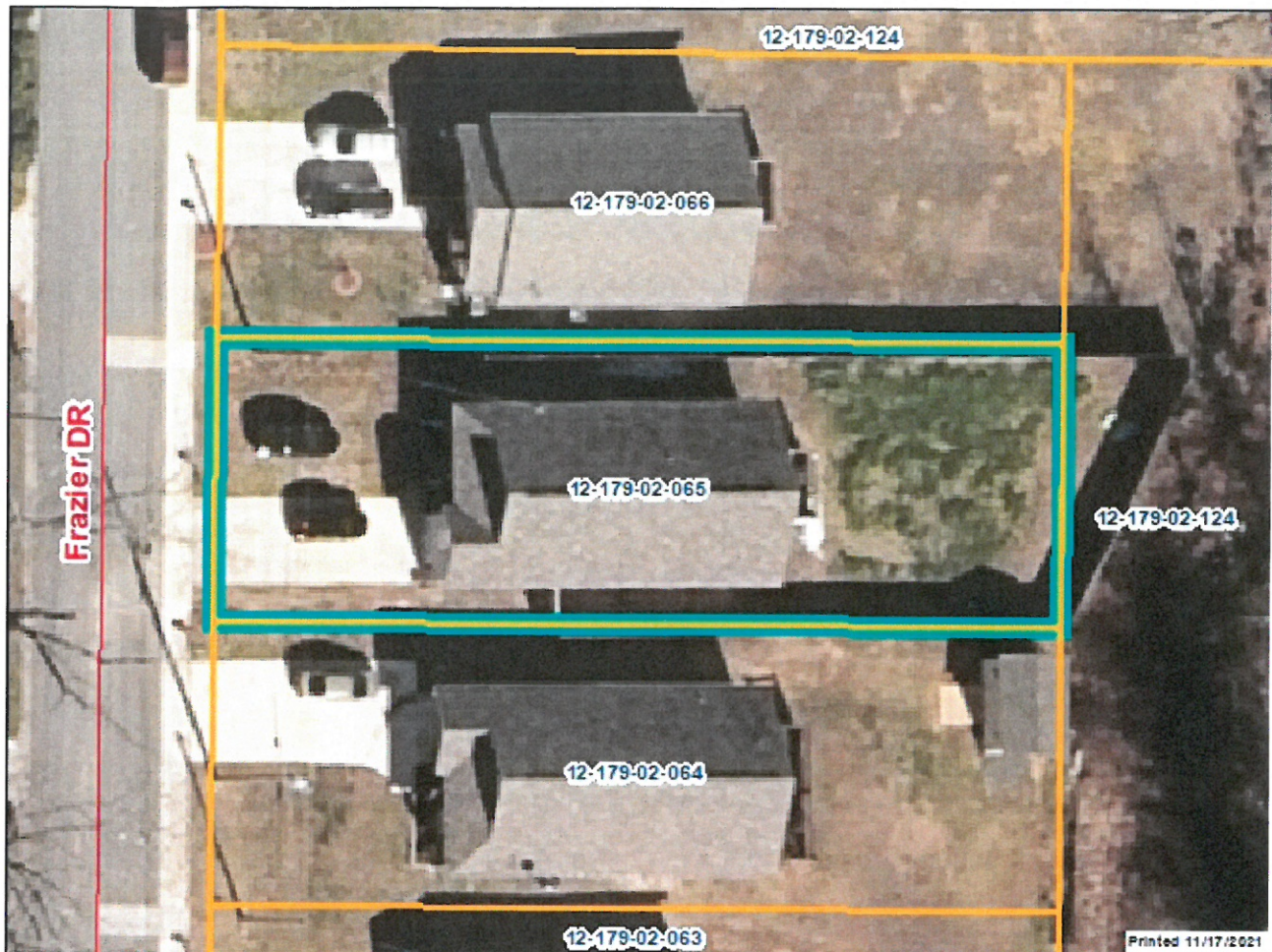
Exemption Information

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

Appeals Information

This parcel does not have any appeals

[GIS Quickmap](#)



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

Tax Commissioner Information

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

Tax Bill Recipient	MOLINA ADRIANA D LOPEZ	Legal Description	0.17A LL179-12 (LT29 E-1095)
Year	2024	Sale Date	
Parcel Number	12-179-02-065	Taxes Due	1828.84
Bill	225507	Taxes Due Date	1/20/2025
Exemption Type	S1	Taxes Paid	1828.84
Account No.	7085602	Taxes Paid Date	1/3/2025 9:20:17 AM
Millage Rate	0	Current Due	0
Fair Market Value	186296	Back Taxes	0
Assessed Value	74518	Total Due	0
Prior Years Tax Data	Tax		

Commercial Structure Information

This parcel does not have any commercial structures to display

Residential Structure Information

General

Value	169565
Class	Residential
Strata	Improvement
Occupancy	Single Family Residence
Year Built	2018

Construction Information

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

PUBLIC WORKS DEPARTMENT

CHAD TOWNSEND, DIRECTOR

535 N. Elm Street
P.O. Box 1205
Dalton, GA 30722-1205
Office: (706) 278-7077
Fax: (706) 278-1847
Email: ctownsend@daltonga.gov



DALTON
GEORGIA

ANNALEE SAMS, MAYOR

CITY COUNCIL MEMBERS:

DENNIS MOCK
NICKY LAMA
TYREE GOODLETT
STEVE FARROW

MEMORANDUM

TO: Annalee Sams, Mayor
Bernadette Chattam, City Clerk

FROM: Chad Townsend, Director of Public Works

RE: Annexation Request
Adriana Lopez Molina
1304 Frazier Dr.
0.17 Acres
Parcel Number: 12-179-02-065
Zoning Classification: R-3

Date: 4/2/2025

Please be advised that the Public Works Department has no objections to the annexation of the above reference tract but notes the following items should be of consideration as part of the request:

- **Delivery of Public Works Services** – Upon approval of annexation, Public Works will begin providing regular sanitation services following a request from the homeowner. The annual cost to provide these services is approximately \$300 per household. At this time no additional resources would be required from the Department to administer these services.
- **A number of Frazier Dr. addresses remain in unincorporated Whitfield County.** With the number of the residences along Frazier Dr. still located within the County, in an effort to eliminate confusion in delivery of services, & following annexation approval; the City should consider proactively contacting the remaining residences along Frazier Dr. to offer the opportunity for annexation.

William C Cason III
Chief of Police
CCason@daltonga.gov
www.daltonga.gov



Public Safety Commission
Terry Mathis
Truman Whitfield
Alex Brown
Lane Jackson

DALTON POLICE DEPARTMENT
301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085

Date: February 06, 2025

To: Chief Cliff Cason

From: Captain Jamie Johnson

RE: Annexation Request – 1304 Frazier Dr. (12-179-02-065)

Chief Cason:

I have reviewed the annexation request for 1304 Frazier Dr. This address is identified as parcel number (12-179-02-065) The acreage of the property is 0.17 acres. The annexation of this property will have no impact on Dalton Police Department's ability to provide law enforcement services in this area.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie Johnson".

Captain Jamie Johnson
Patrol Division Commander

Fire Chief
Matt Daniel



**DALTON FIRE DEPARTMENT
PREVENTION DIVISION**

Prevention Division Coordinator

Lt. Donnie Blankenship
404 School Street
Dalton, GA 30720
(706) 529-7486

dblankenship@daltonga.gov

Fire Inspectors
Scott Hearn
(706) 278-7363 x247
shearn@daltonga.gov
Dale Stratton
(706) 278-7363 x248
dstratton@daltonga.gov

February 10, 2025

Re: Annexation Analysis

Property Address/Parcel: 1304 Frazier Dr., Parcel 12-179-02-065

Access: Fire Department access will not be an issue.

Water Supply: Adequate water supply is provided.

Property Use: Medium Density Single Family Residential (R-3).

Setbacks: Setback requirements are met and not an issue.

Respectfully,

Lt. Donnie Blankenship
Prevention Division Coordinator

MATT DANIEL
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
mdaniel@daltonga.gov

DALTON FIRE DEPARTMENT

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION
Truman Whitfield
Terry Mathis
Alex Brown
Lane Jackson

February 10, 2025
RE: Annexation Proposal
Parcel # 12-179-02-065, 1304 Frazier Dr

Annalee Harlan Sams
Mayor, City of Dalton

Greetings,

A review of the proposed annexation listed above has been completed, it has been determined there would not be a negative impact to the fire protection in the area as a result of such annexation approval.

Dalton Fire Department has no objection to annexation of the listed property.

Respectfully,

A handwritten signature in black ink that reads "Matt Daniel".

Matt Daniel
Fire Chief
Dalton Fire Department



Whitfield County

Board of Commissioners

Board Members
Jevin Jensen, Chairman
Barry W. Robbins
Robby Staten
John Thomas
Greg Jones

March 14, 2025

Honorable Annalee Sams
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-179-02-065

Dear Mayor Sams:

At the March 10, 2025 Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted 4-0 to have no land use classification objection to the annexation of Tax Parcel No. referenced above.

Regards,

Blanca Cardona

Blanca Cardona
County Clerk

cc: Kristi Queen, Chief Appraiser
Jess Hansen, GIS Coordinator
David Metcalf, Emergency Services Director
File



February 7, 2025

Mrs. Annalee Sams
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Annexation Request for 1304 Frazier Dr. (0.17A) – Parcel # 12-179-02-065

Dear Mayor Sams:

As requested in your February 4, 2025, memorandum, Dalton Utilities has reviewed the annexation request of Adriana Lopez Molina for 0.17 acres +/- located at 1304 Frazier Dr. This property is further described as parcel number 12-179-02-065 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide electricity, water, sewer, and telecommunications to this site from nearby existing utility infrastructure.

Please do not hesitate to contact me at 706-529-1015 or djohnson@dutil.com should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in black ink that reads "Don Johnson". The signature is written in a cursive style with a large, prominent "D" at the beginning.

Don Johnson
Vice President of Watershed Operations



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement for Material Handling at 631 N. Glenwood Avenue

DEPARTMENT

Administration

REQUESTED BY

Devon Brooks

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST \$123,500

FUNDING SOURCE IF NOT IN BUDGET

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Agreement for Sale and Purchase of Real Estate for Permanent Stormwater Drainage Easement for Material Handling at 631 N. Glenwood Avenue

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement for the Sale and Purchase of Real Property (“this Agreement) dated as of the Effective Date (as defined in Section 9.k below) by and between, **Material Handling, Inc.**, a Georgia corporation (the “Seller”) and the City of Dalton, a municipal corporation of the State of Georgia (the “Purchaser”).

WITNESSETH:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase that certain temporary and permanent easement for the construction and maintenance of storm water facilities across the real property having a mailing address as follows: 631 N. Glenwood Avenue, Dalton, GA 30720.
2. **Purchase Price.** The purchase price of the Property shall be \$123,500 payable as on the date of Closing of this transaction by attorney escrow check or by wired Federal Funds.
3. **Deed and Title.** Seller warrants that at the time of Closing Seller will convey good and marketable title to the easement in the form of the Storm Drainage Easement attached hereto as Exhibit “A.” Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at Closing in order to meet the requirements of the United States Code and the Official Code of Georgia Annotated, including without limitation Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers).
4. **Time to Examine Title.** Purchaser shall have a reasonable time after execution of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the marketability of said title. Seller, upon receipt of such written statement from Purchaser, shall have a reasonable time after such receipt in which to satisfy all valid objections. If Seller fails to satisfy such valid objections within said reasonable time, then, at the option of Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void and neither party shall have any further obligation to the other, except the Seller’s obligation to the Purchaser to return the earnest money paid. It is understood and agreed that the title herein required to be furnished by the Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia (“Title Standards”). It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes the affidavits or other title papers, if any, required in the applicable Title Standard to cure such defect.
5. **Closing.** The closing date of this transaction (the “Closing”) shall be on TBD at the offices of The Minor Firm, 745 College Drive, Suite B, Dalton, GA 30720, at 1:30 P.M., or at such earlier date and at such other place as the parties may agree. Purchaser agrees to allow Seller to retain possession of the Property until midnight of the day of Closing, rent free. Seller shall deliver the Property clean and free of debris at time of possession. At Closing the Seller shall provide the Purchaser with all keys, door openers, codes and other similar equipment pertaining to the Property.
6. **Agreement to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and delivered by such parties at the time such documentation is required to fulfill the terms and conditions of this Agreement.

7. **No Broker.** The parties represent to each other that they have dealt with no broker or finder in connection with this transaction, that no broker or finder has brought the Property to the attention of Purchaser, or Purchaser to the attention of Seller, and that no broker or finder is entitled to a commission or other compensation in connection with this transaction. Each party agrees to indemnify the other party for all costs and expenses incurred, including reasonable attorneys' fees, as a result of the claim of any broker or finder based on dealings with said party.

8. **Remedies.** In the event either party should wrongfully fail or refuse to carry out the terms of this Agreement, the other party shall have the right to elect to (a) declare this Agreement null and void, in which event the earnest money may be delivered to the non-defaulting party as liquidated damages, or (b) affirm this contract and enforce its specific performance or recover damages for its breach, in which case the earnest money shall be delivered to the non-defaulting party to apply on the purchase price or on the damages recovered.

9. **Miscellaneous Provisions.**

a. *Controlling Law.* This Agreement shall be controlled by the laws of the State of Georgia.

b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties and no modification of this Agreement shall be binding unless attached to this Agreement and signed by all parties to this Agreement. No representation, promise, inducement, oral or otherwise, not included in this Agreement shall be binding upon any party to this Agreement.

c. *Severability and Time of Essence.* Time is of the essence of each and every decision of this Agreement. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

d. *Captions, Gender and Number.* The use of titles and captions under this Agreement is for convenience only and shall not be deemed in any way to alter, amend, or modify the terms and conditions of this Agreement. Words of the masculine gender shall be deemed and construed to include words of the feminine and neuter gender where the case may require, and the singular shall include the plural as the case may require.

e. *Time of the Essence.* Time is of the essence of each and every provision of this Agreement.

f. *Integration.* This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

g. *Deadline Dates; Business Day.* If any deadline date herein falls on a date that is not a Business Day, such date shall automatically be extended until the next Business Day. For all purposes under this Agreement, the term "Business Day" or "Business Days" shall mean any day other than a Saturday, Sunday, or national holiday on which National Banks in the county in which the Property is located are not open for business.

h. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier

service with confirmation of delivery), or (C) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A) or (B) above. Notices cannot be given through the United States Postal Service or by mail under any means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; or (C) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto, except that no party may change its address to other than a street address. Any Notice given that does not conform to this paragraph shall be effective only upon receipt. The addresses for Notices given pursuant to this Agreement shall be at the address indicated below.

i. *Electronic Signatures.* Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

j. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

k. *Effective Date.* For purposes of this Agreement, the term "Effective Date" shall be the last date on which this Agreement has been fully executed on behalf of Seller and Purchaser as indicated by the dates adjacent to the signatures of the parties set forth below.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year above written.

SELLER:

Material Handling, Inc.

By: *Bill Eaton* (Seal)
Title: CEO

Seller Contact Information:

Mailing Address:

P.O. Box 1045
DALTON GA. 30728

Phone: 706.260.7951

Email: bill@katon@mhiusa.net

Date of Execution: 3/10/, 2025.

PURCHASER:

City of Dalton

By: _____ (Seal)
Title: _____

Purchaser Contact Information:

Mailing Address:

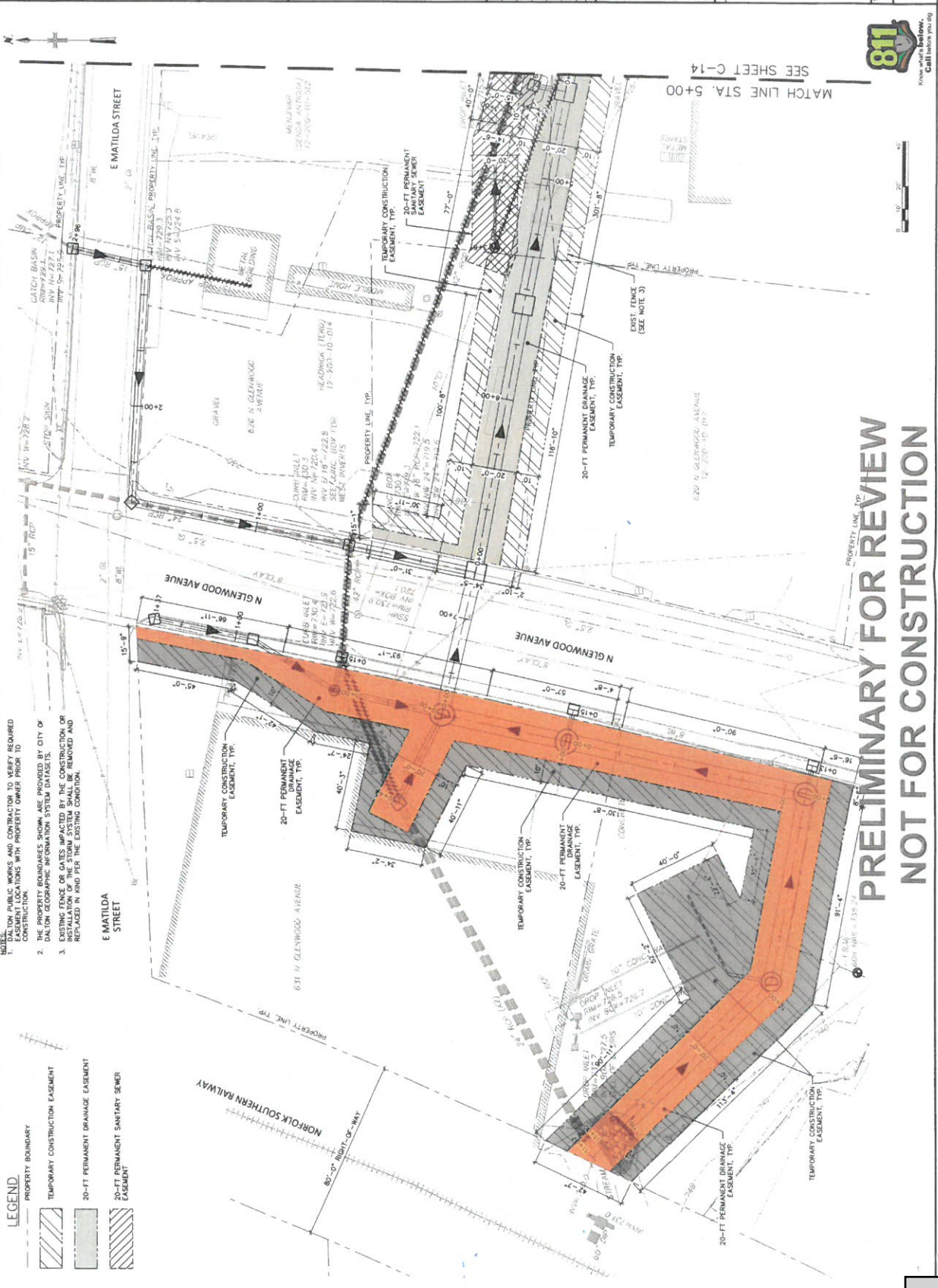
Phone: _____

Email: _____

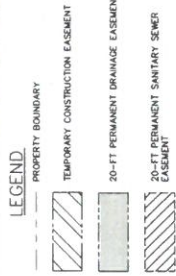
Date of Execution: _____, 2025.

EXHIBIT "A"

Copy of Easement.



- NOTES:
1. ALL EASEMENT LOCATIONS WITH PROPERTY OWNER PRIOR TO CONSTRUCTION.
 2. THE PROPERTY BOUNDARIES SHOWN ARE PROVIDED BY CITY OF DALTON GEOGRAPHIC INFORMATION SYSTEM DATABASES.
 3. EXISTING FENCE OR GATES WILL BE REINSTALLED BY THE CONTRACTOR OR REPLACED IN KIND PER THE EXISTING CONDITION.



SEE SHEET C-14
 MATCH LINE STA. 5+00



**PRELIMINARY FOR REVIEW
 NOT FOR CONSTRUCTION**

[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

STORM DRAINAGE EASEMENT

Georgia, Whitfield County

This Storm Drainage Easement (this "Agreement") made this 12TH day of MARCH, 2025, between **Material Handling, Inc.**, a Georgia corporation, Grantor, the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as being more particularly described in Exhibit "A," attached hereto and made a part hereof by reference (the "Servient Property"); and

WHEREAS, Grantee is the owner of certain real property adjacent to the Servient Property and being more particularly described that certain public roadway known as **N. Glenwood Avenue** (the "City Property"); and

WHEREAS, Grantee has constructed, or will construct, a storm sewer pipe and/or storm water structures on the Servient Property (collectively the "Municipal Storm Sewer") and being located on that certain portion of the Servient Property more particularly described as the "20-Ft Permanent Drainage Easement, TYP" on the drawing attached hereto as Exhibit "B," attached hereto and made a part hereof by reference (the "Permanent Storm Drainage Easement"); and

WHEREAS, the construction of the Permanent Storm Drainage Easement will require access by Grantee to other property of Grantor, immediately adjacent to the Permanent Storm Drainage Easement, and being located on either side thereof (collectively the "Construction Easement") and being located on that certain portion of the Servient Property more particularly described as the "Temporary Construction

Easement, TYP” on the drawing attached hereto as Exhibit “B,” attached hereto and made a part hereof by reference (the “Temporary Construction Easement”); and

WHEREAS, Grantee desires non-exclusive temporary access and use of a portion of the Servient Property for a period set forth herein 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

WHEREAS, Grantor acknowledges that the work to be performed in this Agreement may not fully mitigate all water and flooding of the Servient Property; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive access to and use of the Storm Drainage Easement to collect storm water originating from the City Property into the Municipal Storm Sewer;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. *Recitals.* The parties hereto acknowledge that the above recitals to this Agreement are true and correct, and agree that the same are incorporated by reference into the body of this Agreement.
2. *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 the Temporary Construction Easement. The rights, benefits, privileges, and easement granted herein are for the purpose of the construction of the Municipal Storm Sewer (the “Construction Project”). Said Easement is temporary and shall begin upon execution of this Agreement and expire upon the earlier of twenty-four (24) months from the date of this Agreement or completion of the Construction Project (“Term”). The parties contemplate that the Construction Project can be completed during the Term. However, the parties acknowledge that the time for completion may be delayed due to weather or other conditions. Grantee shall have the right upon written notice to Grantor to extend the Temporary Construction Easement up to one additional Term in the event of delays in the Construction Project. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather or other delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.
3. *Creation of Permanent Easements.* Grantor, and for and on behalf of the heirs, administrators, successors and assigns, of Grantor, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through the Storm Drainage Easement. The rights, benefits, privileges, and easement granted herein is for the purpose of the non-exclusive use and enjoyment of the Storm Drainage Easement flowing to channel, distribute or transport storm water originating from or onto and across the Grantee’s Property in part through the Municipal Storm Sewer. Notwithstanding the foregoing, Grantor hereby agrees to accept such storm water discharge through the Municipal Storm Sewer in its current intensity, rate, volume and location.

4. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Storm Drainage Easement for the purposes described herein, including the right of entry into and upon the Servient Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges, and easements set forth herein. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Storm Drainage Easement, which removal may be necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein, and Grantee shall also have the right to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Storm Drainage Easement. However, nothing in this Agreement shall obligate Grantee to take any such action, and Grantor hereby releases, indemnifies, and holds harmless Grantee from any and all claims which in any way pertain to construction or maintenance of the Municipal Storm Sewer or Storm Drainage Easement.

5. *Covenants of Grantor.* Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Servient Property, that it has a good and lawful right to convey said easement, rights and privileges granted herein. Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Storm Drainage Easement.

6. *Running with the Land.* It is intended that each of the Easements, covenants, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the City Property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

7. *Jurisdiction and Venue* The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement. 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 to said jurisdiction and venue.

8. *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.

9. *Time of Essence.* Except as otherwise specifically provided herein, time is of the essence of this Agreement.

10. *Entire Agreement.* This Agreement and any Temporary Construction Easement executed in connection herewith contain the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. In the event of any conflict between this Agreement and the Temporary Construction Easement, the terms of this Agreement shall control.

11. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier service with

confirmation of delivery), (C) transmitted via certified U.S. Mail return receipt requested, or (D) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A), (B), or (C) above. Notices shall not be given by any other means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; (C) on the date signed for if transmitted via certified U.S. Mail; or (D) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto. The addresses for Notices given pursuant to this Agreement shall be as follows:

If to Grantor, to the then current street address of the parcel identified in Exhibit A as provided by the United States Post Office.

If to Grantee, to City of Dalton c/o City Administrator, 300 West Waugh Street #317, P.O. Box 1205, Dalton, GA 30722.

12. *Successors and Assigns.* This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

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

Signed, sealed and delivered
In the presence of:

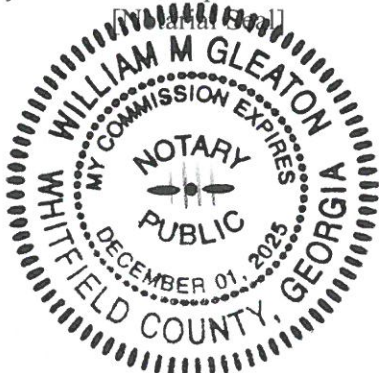


Unofficial Witness




Notary Public

My commission expires:



GRANTOR:

Material Handling, Inc.

By:  (Seal)

Title:

RECEIPT ACKNOWLEDGED BY:

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

My commission expires:

[Notarial Seal]

GRANTEE:

City of Dalton, Georgia

By _____
Title:

CONSENT OF SECURITY DEED HOLDER TO EASEMENT

Georgia, Whitfield County

THIS INDENTURE (this "Consent") made this 15TH day of MARCA, 2025, by Truist Bank (the "Lender").

WHEREAS, Lender is the holder of that certain Security Deed and Security Agreement (hereinafter referred to as the "Security Deed") from Material Handling, Inc. (the "Borrower") to Lender, dated June 6, 2022, , and recorded in Deed Book 938 Page 555, Whitfield County, Georgia Land Records; and

WHEREAS, the Borrower, the owner of the property secured by said Security Deed, has granted an easement (the "Easement") of even date to the City of Dalton (the "Grantee");

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar in hand paid to Lender, the receipt and sufficiency of which is hereby acknowledged by Lender, Lender does hereby join in the Easement, for the purpose of consenting to the grant of said easement and for the further purpose of subordinating its security interest in said property to the Easement. The Security Deed now held by Lender shall otherwise remain in full force and effect, the subordination herein provided being limited in application to the Easement therein conveyed. Said subordination shall be binding upon the successors and assigns of Lender and shall operate to the benefit of Grantee, its successors and assigns.

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

Signed, sealed and delivered

In the presence of:

Truist Bank

[Signature]
Unofficial Witness

By: [Signature] (Seal)
Title: SVP Market President

[Signature]
Notary Public

My commission expires:

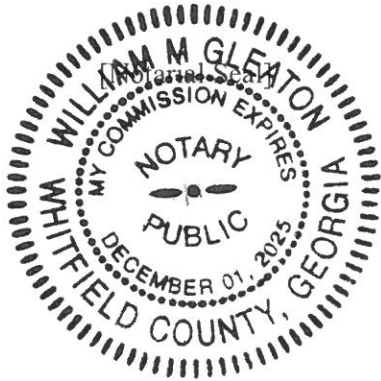


EXHIBIT "A"

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, containing 4,208 square feet, and being more particularly described as Tracts 1 and B according to a plat of survey prepared for Clarklift of Dalton, Inc. by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated September 3, 1999, revised December 10, 1999, and recorded in Plat Cabinet C Slide 1954, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 3249 Page 76, Whitfield County, Georgia Land Records.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the easterly right of way line of Southern Railway Company 206.5 feet southwardly along the easterly right of way line of Southern Railway Company from its intersection with the south side of Matilda Street; thence south 89 degrees 54 minutes east 102.01 feet to an iron pin; thence south 12 degrees 42 minutes 15 seconds west 62 feet; thence north 64 degrees 39 minutes west 104.98 feet to the easterly right of way line of Southern Railway Company; thence north 22 degrees 28 minutes 45 seconds east along the easterly right of way line of Southern Railway Company 17 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 837 Page 349, Whitfield County, Georgia Land Records.

Tract No. 3:

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows: being 4 city lots east fronting 47.5 feet, more or less, on North Glenwood Avenue, f/k/a North Depot Street and running back 100 feet; being bounded as follows: on the north by that tract of land conveyed by B. Jackson Bandy and the First National Bank of Atlanta, as Co-Trustees to Clarklift of Dalton, Inc. by deed dated September 20, 1978; on the west by property of Dalton Fruit Company as shown on Deed Book 346 Page 277, Whitfield County, Georgia Land Records; on the south by property of L.F. Pye as shown in Deed Book 255 Page 377, Whitfield County, Georgia Land Records; and on the east by North Glenwood Avenue.

For prior title, see Deed Book 555 Page 73, Whitfield County, Georgia Land Records.

LESS AND EXCEPT that portion of the above described property described in that certain Warranty Deed from Clarklift of Dalton, Inc. to Dalton Fruit Company, d/b/a Dalton Beverage Company, dated February 24, 2000, and recorded in Deed Book 3249 Page 162, Whitfield County, Georgia Land Records.

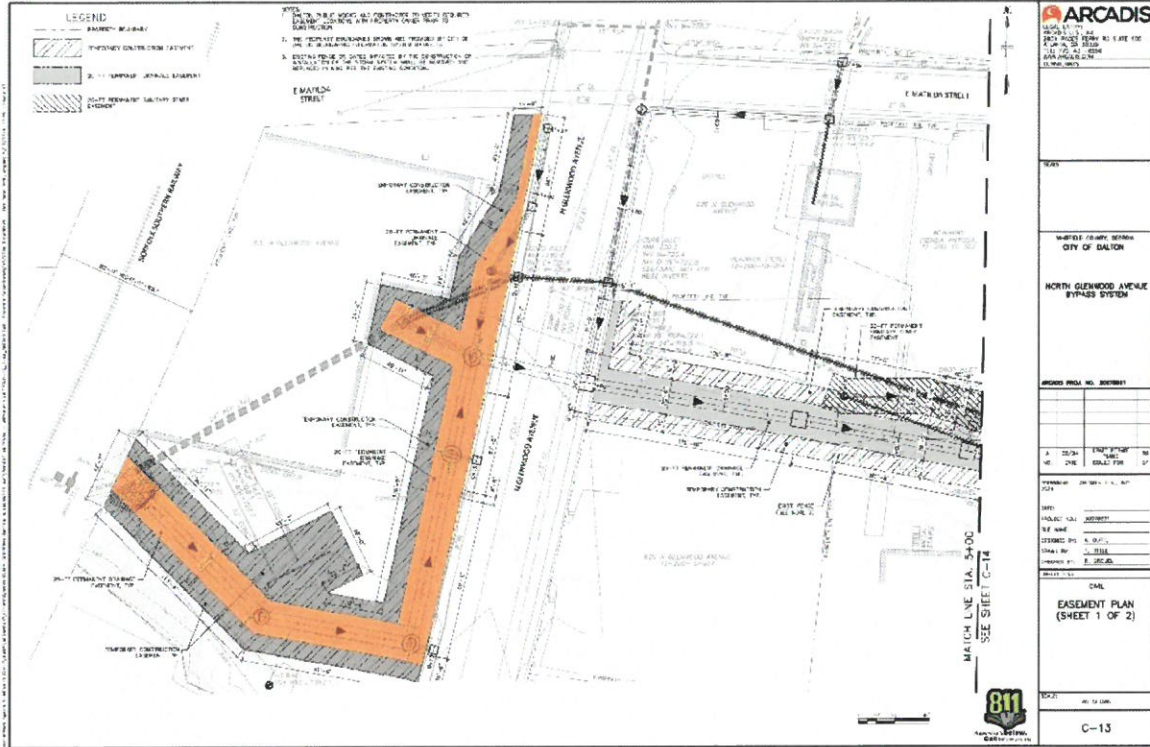
Tract No. 4:

All that tract or parcel of land lying and being in the City of Dalton, Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at the southwest corner of the intersection of North Glenwood Avenue and Matilda Street; thence westwardly along the south side of Matilda Street 162 feet, more or less, to the east right of way line of Southern Railway Company; thence southwardly along said railway right of way 206 feet; thence eastwardly 81 feet; thence northwardly 8 feet; thence eastwardly 98 feet, more or less, to the west side of North Glenwood Avenue; thence northwardly along the west side of North Glenwood Avenue 198 feet, more or less, to THE POINT OF BEGINNING.

For prior title, see Deed Book 550 Page 125, Whitfield County, Georgia Land Records.

EXHIBIT "B"





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Declaration of Taking for 622 N. Elm Street

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST: \$16,600.00

FUNDING SOURCE IF NOT IN BUDGET

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

DECLARATION OF TAKING AND ORDER ON PLANZER PROPERTY AT 622 N. ELM STREET FOR THE GLENWOOD AVENUE STORMWATER IMPROVEMENT PROJECT.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

**IN THE SUPERIOR COURT OF
WHITFIELD COUNTY**

CITY OF DALTON	:	DOCKET NO. _____
	:	
VS.	:	
	:	
2.54231 acres of land; and certain easement rights; and	:	
	:	
Iva Mae Planzer.	:	

DECLARATION OF TAKING

WHEREAS, the City of Dalton, a political subdivision of the State of Georgia, has made a finding that the circumstances in connection with acquiring the right of way to construct the Glenwood Storm Water Project are such that it is necessary to acquire an interest in the lands as fully described in said order, a certified copy of which is attached to this Declaration identified as Appendix “A” to Exhibit “A” and made part hereof, under the Official Code of Georgia Annotated Sections 22-3-140, 32-3-4 through 32-3-19; and

WHEREAS, said right of way, easements and access rights, if any, are for storm water drainage upon, across, and under the tract of land in said county, as fully described in the attachment hereto identified as Appendix “B” to Exhibit “A” and made a part hereof; and

WHEREAS, the City of Dalton has caused an investigation and report to be made by a competent land appraiser, upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the right of way, easements and access rights, if any, above referred to, a copy of the appraiser’s sworn statement being attached hereto identified as Appendix “C” to Exhibit “A” and made part hereof; and

WHEREAS, in consequence to the sworn statement, Appendix “C” to Exhibit “A” the City of Dalton estimates \$16,600.00 as the just and adequate compensation to be paid for said right of way, easements and access rights, if any, as fully described in Appendix “A” to Exhibit

“A”, attached hereto, and now deposited said sum in the Court, to the use of the persons entitled hereto;

NOW, THEREFORE, the premises considered, the City of Dalton, under authority of the Official Code of Georgia Annotated Sections 22-3-140, 32-3-4 through 32-3-19, hereby declares that the property or interest therein as described in Appendix “A” to Exhibit “A”, attached to and a part of this Declaration is taken for municipal storm water drainage purposes.

This the _____ day of _____, 2025.

Annalee Sams
Mayor of the City of Dalton

APPENDIX A

Order

APPENDIX “A” TO EXHIBIT “A”

ORDER

OF THE CITY OF DALTON

WHEREAS, the City of Dalton has laid out and determined to extend a storm water drain for municipal storm water drainage purposes on a section of land at 622 North Elm Street, Dalton and being more fully shown on a map and drawing on file in the office of the City of Dalton; and

WHEREAS, in order to maintain the projected schedule of sewer construction of the City of Dalton, it is necessary that the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described and shown in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project:

Required R/W: 2.54231 acres of land; and certain easement rights; and

Appendix “A”- Annex 1- Legal Description

Annex 1-A- Plat

Owner: Iva Mae Planzer

NOW THEREFORE, it is found by the City of Dalton that the circumstances are such that it is necessary that the right of way, easements and access rights, if any, as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 22-3-140, 32-3-4 through 32-3-19; and

IT IS ORDERED that the City of Dalton proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the City Attorney as well as his duly authorized Assistant Attorneys, are authorized

and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said code.

Done at the office of the City of Dalton, in Dalton, Georgia, this __ day of ____, 2025.

Annalee Sams
Mayor of the City of Dalton

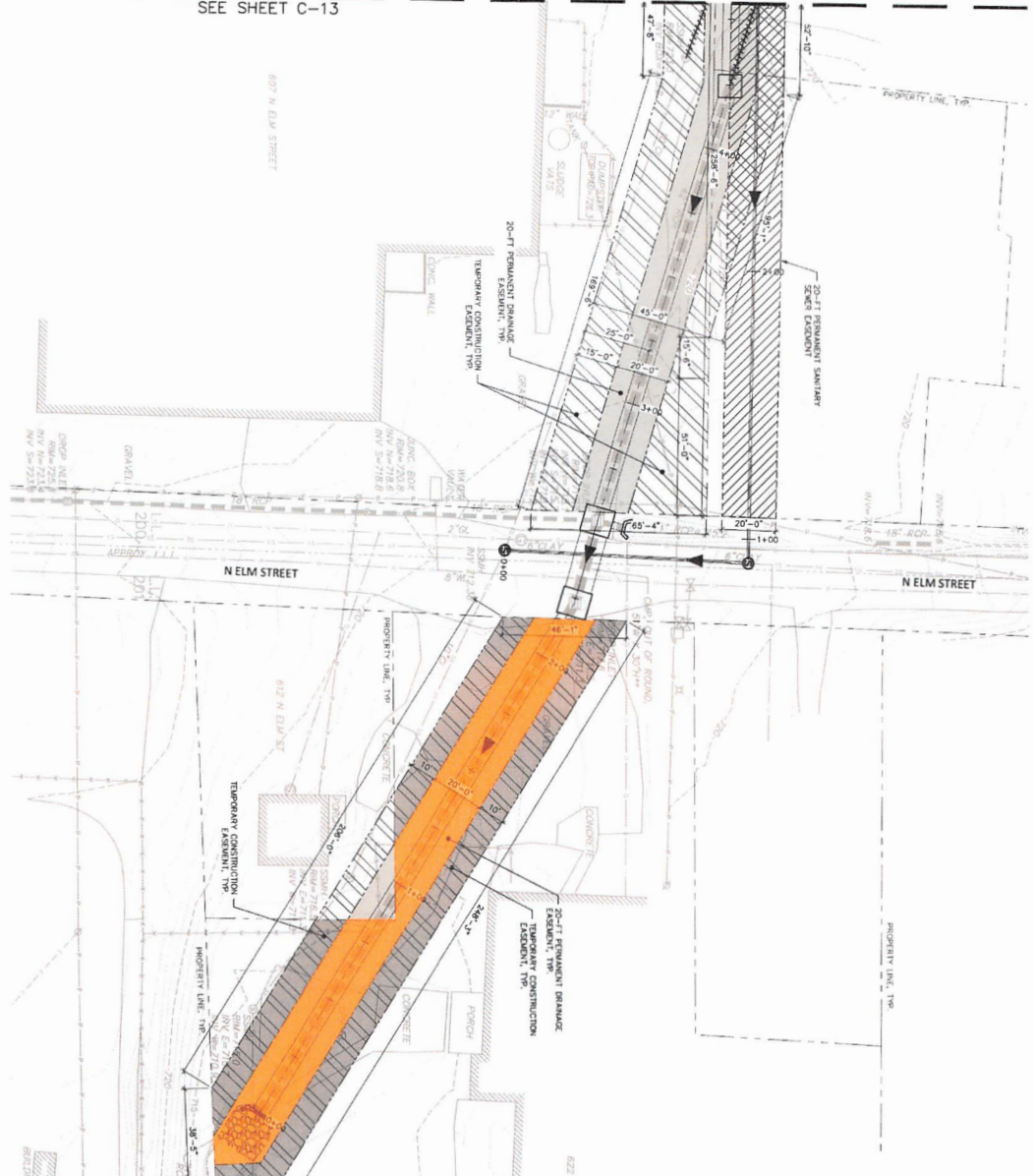
Annex 1

All that tract or parcel of land lying and being in Land Lot No. 201 in the 12th District and 3rd Section of Whitfield County, Georgia, being located in the City of Dalton, on the east side of Elm Street, and being more particularly described according to a plat of survey entitled "Plat for Jolly Textile Co. Property" prepared by Peter L. Bakkum, Georgia Registered Land Surveyor No. I 096, dated January 27, 1958 and recorded in Deed Book 110 Page 245, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 6217 Page 267, Whitfield County, Georgia Land Records.

Annex 1A

MATCH LINE STA. 5+00
SEE SHEET C-13



LEGEND

- PROPERTY BOUNDARY
- ▨ TEMPORARY CONSTRUCTION EASEMENT
- ▨ 20-FT PERMANENT DRAINAGE EASEMENT
- ▨ 20-FT PERMANENT SANITARY SINKER EASEMENT

NOTES:

- DALTON PUBLIC WORKS AND CONTRACTORS TO VERIFY AND RECORD ALL EASEMENTS TO PROPERTY OWNER PRIOR TO CONSTRUCTION.
- THE PROPERTY BOUNDARIES SHOWN ARE PROVIDED BY CITY OF DALTON ZONING/PLANNING STAFF SERVICES.



<p>ARCADIS LOCAL ENTITY, INC. 2519 PACES TERRY RD SUITE 900 DALTON, GA 31704-4318 TEL: 770-451-8866 WWW.ARCADIS.COM</p>		<p>WHELFORD COUNTY, GEORGIA CITY OF DALTON</p>													
<p>PROJECT NO.: 30078891</p> <p>DATE: 03/28/24</p> <p>FILE NAME: C-13.dwg</p> <p>DESIGNED BY: A. CHAN</p> <p>DRAWN BY: I. THIEL</p> <p>CHECKED BY: B. DRULL</p> <p>SHEET TITLE: EASEMENT PLAN (SHEET 2 OF 2)</p>		<p>ARCADIS MAIL NO. 30078891</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>ISSUED FOR</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>B</td> <td>03/23/24</td> <td>FOR SUBMITTAL</td> <td>NO</td> </tr> <tr> <td>A</td> <td>01/23/24</td> <td>FOR SUBMITTAL</td> <td>NO</td> </tr> </tbody> </table> <p>COMPANIES: ARCADIS U.S., INC.</p>		NO.	DATE	ISSUED FOR	BY	B	03/23/24	FOR SUBMITTAL	NO	A	01/23/24	FOR SUBMITTAL	NO
NO.	DATE	ISSUED FOR	BY												
B	03/23/24	FOR SUBMITTAL	NO												
A	01/23/24	FOR SUBMITTAL	NO												
<p>SCALE: AS SHOWN</p> <p>C-14</p>		<p>STATE: _____</p>													

APPENDIX B

Description of Property From Which Right of Way is Taken

APPENDIX "B" TO EXHIBIT "A"

DESCRIPTION OF PROPERTY FROM WHICH RIGHT OF WAY IS TAKEN

PROJECT: GLENWOOD STORM WATER PROJECT

Record Owner: Iva Mae Planzer.

All that tract or parcel of land lying and being in Land Lot No. 201 in the 12th District and 3rd Section of Whitfield County, Georgia, being located in the City of Dalton, on the east side of Elm Street, and being more particularly described according to a plat of survey entitled "Plat for Jolly Textile Co. Property" prepared by Peter L. Bakkum, Georgia Registered Land Surveyor No. I 096, dated January 27, 1958 and recorded in Deed Book 110 Page 245, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 6217 Page 267, Whitfield County, Georgia Land Records.

APPENDIX C

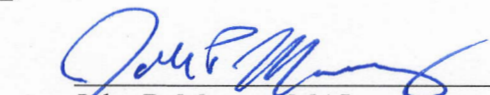
Affidavit of John Murray

GEORGIA, WHITFIELD COUNTY


Personally came, John P. Murray, MAI of Childers Associates, who conducts business at 2219 Greensboro Highway, Watkinsville, Georgia 30677, who on oath states the following:

1. Affiant has been an appraiser since 2002. Affiant is currently a Certified General Real Property Appraiser in the State of Georgia and has been a Certified General Appraiser in the State of Georgia at all times pertinent hereto.
2. Affiant was engaged by the City of Dalton to appraise 622 North Elm Street, Whitfield County, Georgia of the right of way and rights required for the storm water drainage construction for the City of Dalton and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 22-3-140, 32-3-4 through 32-3-19, for the acquisition of the needed right of ways.
3. Affiant is familiar with real estate values in said county and in the vicinity where the property is located. Affiant has personally inspected the property or right condemned and in appraising said property affiant took into consideration the Fair Market Value of said property, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, Affiant has thus determined that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of **\$16,600.00**.

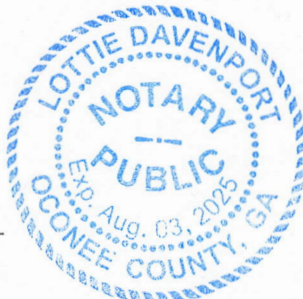
This 25th day of March, 2025.


 John P. Murray, MAI
 Certified General Real Property Appraiser
 State of Georgia # 2661994

Sworn to and subscribed before me,
This 25 day of March, 2025.


 NOTARY PUBLIC

My commission expires 08/03/2025





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Arcadis Task Order #13 – Moice Drive Drainage Evaluation

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

\$19,475

FUNDING SOURCE IF NOT IN BUDGET

2020 SPLOST Project #SP259

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

We are requesting the approval of Arcadis Task Order #13 which is to perform a drainage evaluation along the Moice Drive area near the previously constructed Covie Ridge pond. There is some structural flooding issues in the area in which we would like to evaluate a resolution for.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 013
Task Order Date: January 9, 2025

Subject to the Master Services Agreement between *the City of Dalton, Georgia* [Client] and *Arcadis U.S., Inc.* [Arcadis], dated March 1st, 2020, Client hereby authorizes Arcadis to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Project Description: A description of Client’s Project for which work is requested is provided in Attachment 1, incorporated into this Task Order.

Client's Project Number: _____

Project Name: Moice Drive Drainage Evaluation

Client's Representative: Chad Townsend

2. Scope of Work: Arcadis shall perform its services as described in Attachment 1, incorporated into this Task Order.

Arcadis's Job Number: _____

Arcadis's Representative: Richard Greuel, P.E.

3. Time Schedule: Arcadis shall use reasonable efforts to complete its work by: 90 days from Notice to Proceed

4. Compensation: Arcadis's Compensation authorized under this Task Order, which shall not be exceeded without prior written authorization of Client, is:

\$ 19,475 This Task Order's Method of Payment is incorporated and attached as Attachment 2.

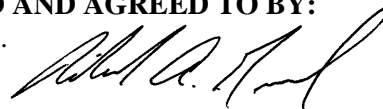
5. Special Conditions: This Task Order is subject to the special provisions as described in Attachment 3, attached, and incorporated into this Task Order:

6. Amendment: [_____] This Task Order amends a previously executed Task Order:

Previous Task Order Number: _____ Previous Task Order Date: _____

ISSUED AND AUTHORIZED BY:
Client

ACCEPTED AND AGREED TO BY:
Arcadis, INC.



By: _____

By: Richard A. Greuel, PE

Title: _____

Title: Principal Engineer

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 013

Attachment 1

Description of Project & Scope of Work

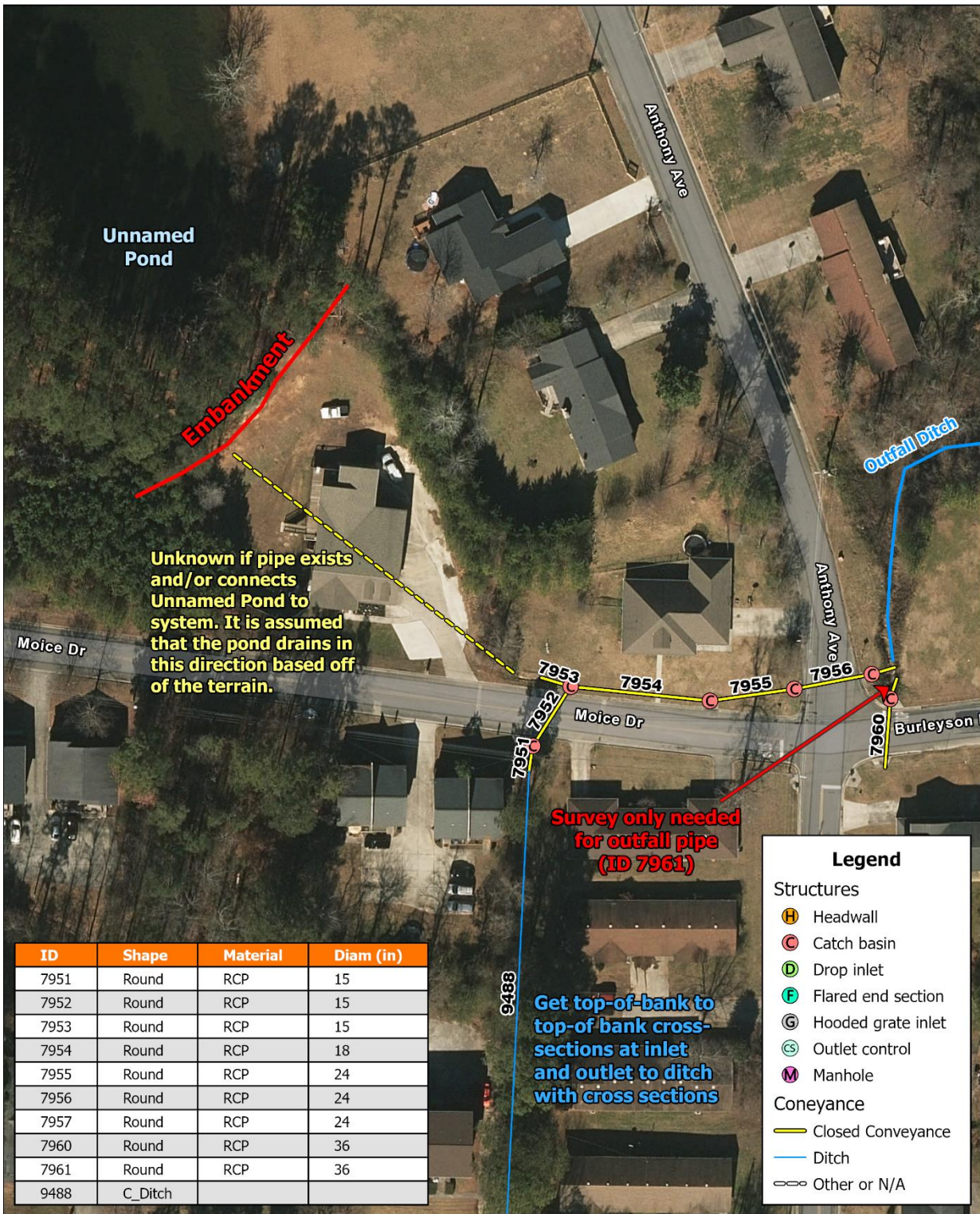
Introduction

The City of Dalton Public Works Department has requested that Arcadis prepare this proposal to provide engineering analysis and support to address known flooding issues at residential properties along Moice Drive at the intersection Moice Drive and Anothony Avenue. It is our understanding that the properties have experienced flooding in the past and that the property owners have requested that the City of Dalton (city) identify potential improvements that could reduce the severity / frequency of flooding on the subject properties. The following scope of work will also include an evaluation of the public and private conveyance system, consisting of piping and open channels The following scope of work has been developed to assist with the first phase of a potential project to implement drainage improvements within the drainage basin.

Survey

Arcadis will subcontract Southeastern Engineering, Inc. (SEI) to conduct a survey of an estimated approximately 10 conveyance pipes and corresponding structures along with surveyed cross sections of two open channel conveyances at 50 foot internals within the study area located near the intersection of Moice Drive and Watson Drive and any others deemed necessary to conduct an accurate assessment. The surveying effort will be limited to that necessary to create a connection of the drainage system from Windon Drive to the storm system outfall in the northwest corner of Moice Dr. and Watson Drive. The following figure highlights the storm systems and channels to be surveyed.

Survey Map - Moice Drive



Existing Conditions Analysis

This task will consist of development of appropriate hydrologic and hydraulic computer models to quantify the nature of the drainage conditions that currently exist within the study area basin starting from the existing detention pond between Covie Ridge and Windon Drive and extending to the storm system outfall channel in the northwest corner of the Moice Dr. and Watson St. intersection. Arcadis will use PCSWMM to conduct the hydrologic and hydraulic (H&H) modeling needed for both this task and alternatives analysis task. Arcadis will coordinate with the Whitfield County Stormwater Engineer to obtain geographic information systems (GIS) data for the drainage area's pipes and structures. Arcadis will review the survey data collected in the previous survey task along with as-built drawings of the constructed Covie Ridge detention pond provided by the City.

Arcadis will develop an existing conditions model based on the data collected or provided. The following 24-hour storms will be modeled; 1-year, 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year. The results will be analyzed and discussed with City staff.

Assumptions:

- Data transfer from County and City will be via electronic means.
- Pipe and structure survey will be conducted in the survey task.
- Land use will be based on existing conditions.

Meetings

- A remote meeting to discuss findings of the existing conditions analysis.

Deliverables:

- Limited Technical Memorandum outlining means and methods as well as results of the analysis.

Alternatives Analysis

The purpose of this task is to test different alternatives' flood reduction effectiveness. Arcadis will evaluate the impacts of upgrading pipes, inlets, and open channels of the existing drainage system in place within the study to provide additional hydraulic capacity for the storm system. This will likely be an iterative process to evaluate whether the additional capacity will result in flooding downstream. A target level of service for the upgraded storm system capacity will be determined before the evaluations are performed based on discussions with City staff. Arcadis will compare the results of the proposed improvement alternative with the existing conditions modeling results.

Please note that this system will need to evaluate the downstream hydrologic impacts to properties immediately downstream of the study area. This downstream analysis will be limited to a point downstream in the existing open channel at the northeast corner of the intersection of Moice Drive. and Watson Drive.

Meetings

- A remote meeting to discuss findings for the proposed alternative.

Deliverables:

Limited Technical Memorandum summarizing the proposed improvement alternative and system performance vs. existing conditions.

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 013

Attachment 2
Task Order Payment Terms

All work will be completed on a time and materials basis for a fee not to exceed the amount listed in this Task Order based on the 2025 rate table below. The task budgets below are an estimate of the level of effort for each phase of the scope of work.

Survey	\$6,325
Drainage Analysis (Existing / Alternatives Analysis)	<u>\$13,150</u>
	\$19,475

2025 Rate Schedule

Title	Rate \$/hr
Project Administrative Assistant	\$70
Project Assistant	\$90
Sr Project Assistant	\$120
Project Manager	\$215
Engineering Technician I	\$90
Engineering Technician II	\$110
Staff Engineer/Scientist/Architect I	\$90
Staff Engineer/Scientist/Architect II	\$100
Staff Engineer/Scientist/Architect III	\$110
Project Engineer/Scientist/Architect I	\$120
Project Engineer/Scientist/Architect II	\$135
Project Engineer/Scientist/Architect III	\$150
Senior Engineer/Scientist/Architect I	\$165
Senior Engineer/Scientist/Architect II	\$180
Senior Engineer/Scientist/Architect III	\$195
Principal Engineer/Scientist/Architect I	\$240
Principal Engineer/Scientist/Architect II	\$265
Principal Engineer/Scientist/ Architect III	\$290
Registered Land Surveyor	\$150
2-man Survey Crew	\$150
3-man Survey Crew	\$225

*All direct expenses will be billed at cost plus 10%

*Mileage will be billed at the current federal mileage rate

*Additional Services requested by the City beyond those in Scope of Work will be billed on an hourly basis in accordance with this rate schedule

PROFESSIONAL SERVICES TASK ORDER
Task Order Number: 013

Attachment 3
Special Conditions

None.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Landscape Services Contract – Prater Alley Detention Facility

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

\$3,960

FUNDING SOURCE IF NOT IN BUDGET

Public Works General Fund

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

This request is to approve a mowing and landscaping maintenance contract with Imperial Landscapes for the newly constructed detention facility coined as Prater Alley Detention Facility which sits adjacent to City Hall. This has been approved by the Public Works Committee.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



LANDSCAPES COMPANY

Landscaping Irrigation Lawn Maintenance
 Hydroseeding Erosion Control Landscape Lighting
 429 Hwy 2, Tunnel Hill, Ga. 30755
 Office 706-694-1671

Name/Address: City of Dalton
 300 W. Waugh St.
 Dalton, GA 30722

Jobsite: Retention Pond at City Hall Attn: Mr. Jerome Key -Proposal includes Maintenance Services as described in current Contract

Lawn & Landscapes Maintenance Contract Agreement

Imperial Landscapes, Inc. (hereafter ILL) agrees the following services will be performed upon the terms herewith:

Single Service Agreement: I request Imperial Landscapes, Inc., to perform the following services on a one time basis with no additional services rendered at this time under this contract.

Annual Service Agreement: The terms of this Agreement shall commence on 03-01-2025 and shall continue in full and is effective for a period of one year unless terminated earlier by a thirty day written notice from either party to the other. If terminated during the year, the parties agree to allocate annual cost based upon a per man hour service performed. This Agreement will automatically renew each year unless written notice is given at least thirty days prior to the end of the contract term.

Services: The following services will be performed according to the time table established below. Any change in this table must be requested by the Client one week prior to the next scheduled visit. In the event of weather delays, ILL reserves the right to reschedule accordingly. The cost of service is based upon performing the service over the entire year properly unless otherwise noted. After the initial year, ILL may adjust the prices reflective upon a thirty day written notice to Client.

A. Standard Maintenance Program Beginning March 1 thru December 10 Weekly. SAME SCHEDULE AS CITY HALL

X	Mowing, Cutting lawn areas Approx. 10,000 sq. ft. Bermuda turf grass	March-December	Included
X	Trimming lawn areas. INSIDE AND OUTSIDE FENCELINE	March-December	Included
X	Edging hardscapes & bedlines	March-December	Included
X	Tip Pruning shrubbery & Ornamental trees	March-December	Included
X	Blowing, Cleaning Hardscapes	March-December	Included
X	Trash Removal	March-December	Included
X	Weed Removal in bed areas, Mechanically or Chemically	March-December	\$3,960.00

B. Standard Maintenance Program Beginning November thru December

	Lawn & Landscape Maintenance & Leaf Removal	Bi-Weekly	As Requested
	Prune Grape Myrtles trees and Ornamental Grasses in off season	Jan. Feb. or March	As Requested

C. Non-living Ground Cover (Mulch)

	Hardwood Mulch Installed	Annually	As Requested
	Pine Mulch Installed	Annually	As Requested
	Pine Straw Bales Installed	Annually	As Requested
	Other - Playground Chips Installed	Annually	As Requested

D. Healthy Turf and Landscape Chemical Program:

	Pre and Post Emergent Weed Control (PA1)	Early Spring	As Requested
	Pre and Post Emergent Weed Control (PA2)	Spring	As Requested
	Fertilization/Spot weed Control (PA3)	Early Summer	As Requested
	Fertilization/Spot weed Control (PA4)	Summer	As Requested
	Fertilization/Spot weed Control (PA5)	Early Fall	As Requested
	Fertilization/Spot weed Control (PA6)	Fall	As Requested
	Fertilization / Spot Weed Control (PA7) Warm season grasses	Winter	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Early Spring	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Summer	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Fall	As Requested

E. Ornaments and other services:

	Spring Color Installation per sq. ft. Installed	Spring	As Requested
	Fall Color Installation per sq. ft. Installed	Fall	As Requested
	Aeration & Over-seeding w/Turf Type Rescue Seed	Annually in the Fall	N/A
	Irrigation Spring Start-up & Late Fall Shut Down & Winterization	Spring & Fall	As Requested

Total Cost for Maintenance: \$3,960.00

I, _____ grant permission for Imperial Landscapes, Inc., to maintain my landscaped property at location, 300 W West Waugh St. Dalton, Ga 30722 property according to the contract terms stated above in the amount of \$3,960.00 or Three Thousand Nine Hundred Sixty Dollars & 00/100 which shall equal \$330.00 per month for 12 months beginning date 03-01-2025.

Signature: _____ Date: ____/____/____.

By: Justin Bullock Imperial Landscapes, Inc. Date: 3/11/25



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Landscape Services Contract – Huntington Road Detention Facility

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

\$3,599

FUNDING SOURCE IF NOT IN BUDGET

Public Works General Fund

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

This request is to approve a mowing and landscaping maintenance contract with Imperial Landscapes for the newly constructed detention facility coined as the Huntington Road Detention Facility. This has been approved by the Public Works Committee.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



Landscaping Irrigation Lawn Maintenance
 Hydroseeding Erosion Control Landscape Lighting
 429 Hwy 2, Tunnel Hill, Ga. 30755
 Office 706-694-1671

Name/Address: City of Dalton
 300 W. Waugh St.
 Dalton, GA 30722

Jobsite: Retention Pond at 131 Huntington Rd. Attn: Mr. Jerome Key -Proposal includes Maintenance Services as described in current Contract

Lawn & Landscapes Maintenance Contract Agreement

Imperial Landscapes, Inc. (hereafter ILI) agrees the following services will be performed upon the terms herewith:

Single Service Agreement: I request Imperial Landscapes, Inc., to perform the following services on a one time basis with no additional services rendered at this time under this contract.

X Annual Service Agreement: The terms of this Agreement shall commence on 03-01-2025 and shall continue in full and is effective for a period of one year unless terminated earlier by a thirty day written notice from either party to the other. If terminated during the year, the parties agree to allocate annual cost based upon a per man hour service performed. This Agreement will automatically renew each year unless written notice is given at least thirty days prior to the end of the contract term.

Services: The following services will be performed according to the time table established below. Any change in this table must be requested by the Client one week prior to the next scheduled visit. In the event of weather delays, ILI reserves the right to reschedule accordingly. The cost of service is based upon performing the service over the entire year properly unless otherwise noted. After the initial year, ILI may adjust the prices reflective upon a thirty day written notice to Client.

A. Standard Maintenance Program Beginning Bi-weekly March 1- April 1 & October 16- Dec. 10 Weekly April 1- October 15			
X	Mowing, Cutting lawn areas Approx. 24,000 sq. ft. Bermuda turf grass	March-December	Included
X	Trimming lawn areas. Inside Retention Pond area as needed	March-December	Included
X	Edging hardscapes & bedlines	March-December	Included
X	Tip Pruning shrubbery & Ornamental trees	March-December	Included
X	Blowing, Cleaning Hardscapes	March-December	Included
X	Trash Removal	March-December	Included
X	Weed Removal in bed areas, Mechanically or Chemically	March-December	\$3,599.00

B. Standard Maintenance Program Beginning November thru December			
	Lawn & Landscape Maintenance & Leaf Removal	Bi-Weekly	As Requested
	Prune Crape Myrtles trees and Ornamental Grasses in off season	Jan. Feb. or March	As Requested

C. Non-living Ground Cover (Mulch)			
	Hardwood Mulch Installed	Annually	As Requested
	Pine Mulch Installed	Annually	As Requested
	Pine Straw Bales Installed	Annually	As Requested
	Other - Playground Chips Installed	Annually	As Requested

D. Healthy Turf and Landscape Chemical Program:			
	Pre and Post Emergent Weed Control (PA1)	Early Spring	As Requested
	Pre and Post Emergent Weed Control (PA2)	Spring	As Requested
	Fertilization/Spot weed Control (PA3)	Early Summer	As Requested
	Fertilization/Spot weed Control (PA4)	Summer	As Requested
	Fertilization/Spot weed Control (PA5)	Early Fall	As Requested
	Fertilization/Spot weed Control (PA6)	Fall	As Requested
	Fertilization / Spot Weed Control (PA7) Warm season grasses	Winter	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Early Spring	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Summer	As Requested
	Shrub & Ornamental Fertilization & Chemical Application	Fall	As Requested

E. Ornamentals and other services:			
	Spring Color Installation per sq. ft. Installed	Spring	As Requested
	Fall Color Installation per sq. ft. Installed	Fall	As Requested
	Aeration & Over-seeding w/Turf Type Rescue Seed	Annually in the Fall	N/A
	Irrigation Spring Start-up & Late Fall Shut Down & Wintertization	Spring & Fall	As Requested

Total Cost for Maintenance: \$3,599.00

I, grant permission for Imperial Landscapes, Inc., to maintain my landscaped property at location, 300 W West Waugh St. Dalton, Ga 30722 property according to the contract terms stated above in the amount of \$3,599.00 or Three Thousand Five Hundred Ninety Nine Dollars & 00/100 which shall equal \$299.92 per month for 12 months beginning date 03-01-2025.

Signature: _____ Date: ___/___/___.

By: Joathy Bullock Imperial Landscapes, Inc. Date: 3/11/25.



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor and Council

MEETING DATE

4/7/2025

AGENDA ITEM

Trammell Street & Clark Street Intersection Traffic Control Change Request

DEPARTMENT

Public Works

REQUESTED BY

Chad Townsend

REVIEWED/APPROVED BY CITY ATTORNEY?

No

COST

N/A

FUNDING SOURCE IF NOT IN BUDGET

Click or tap here to enter text.

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

See attached traffic control change request for further information.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



TRAFFIC CONTROL CHANGE REQUEST

TRAMMELL STREET AND CLARK STREET INTERSECTION ALL-WAY STOP

APRIL 7TH, 2025

THIS REQUEST IS TO CONVERT THE EXISTING TWO-WAY STOP FOR CLARK STREET TRAFFIC APPROACHING THE TRAMMELL STREET INTERSECTION INTO AN ALL WAY STOP TO MITIGATE SIGHT DISTANCE CONSTRAINTS THAT WILL BE INTRODUCED ONCE ON-STREET PARKING ON TRAMMELL STREET IS INSTALLED FOR THE ADJECENT COMMUNITY GARDEN DEVELOPMENT. AFTER EVALUATION OF THE PLANNED GEOMETRIC ALIGNMENT CHANGES FOR ON-STREET PARKING, PUBLIC WORKS STAFF HAVE DEEMED THIS REQUEST TO BE NECESSARY TO MEET CURRENT AASHTO AND MUTCD STANDARDS FOR ALLOWABLE INTERSECTION SIGHT DISTANCE FOR CLARK STREET WEST-BOUND TRAFFIC ENTERING THE INTERSECTION. THIS REQUEST RECEIVED POSITIVE RECOMMENDATION BY THE PUBLIC WORKS COMMITTEE FOR CONSIDERATION BY MAYOR AND COUNCIL. SHOULD THIS REQUEST BE APPROVED, AND IN AN EFFORT TO CONDITION COMMUTING TRAFFIC TOWARDS RECOGNITION OF THE TRAFFIC CONTROL CHANGE; THE PUBLIC WORKS DEPARTMENT INTENDS TO TRANSITION THE INTERSECTION TO AN ALL-WAY STOP SHORTLY PRIOR TO THE REALIGNMENT OF TRAMMELL STREET. THE ATTACHED EXHIBIT REFLECTS THE INITIAL INSTALLED TRAFFIC CONTROL DEVICES OF THE ALL-WAY STOP.

MAYOR _____

DATE _____ April 7th, 2025

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

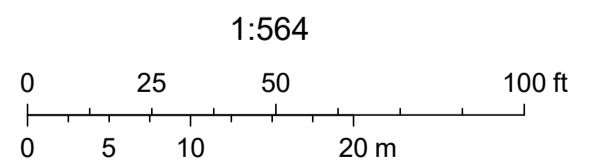
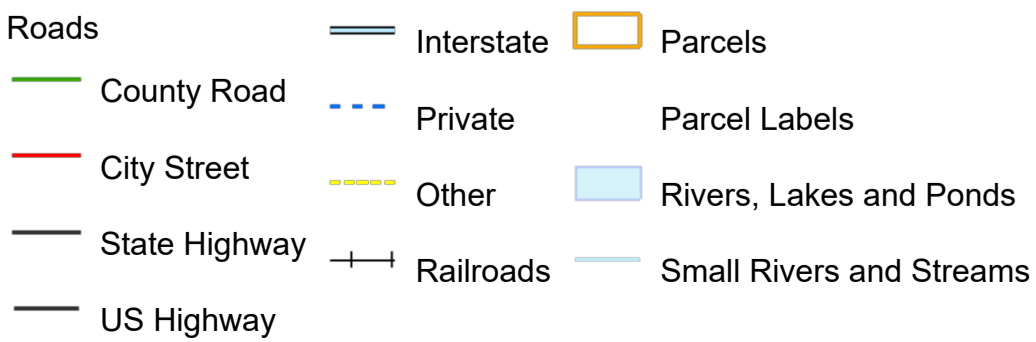
ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

Exhibit 'A'



3/31/2025, 3:22:15 PM





CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

First Amendment to City Hall Lease Agreement

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

FUNDING SOURCE IF NOT IN BUDGET

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

First Amendment to City Hall Lease Agreement with Dalton Public Schools for extension of lease until June 30, 2026.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

FIRST AMENDMENT TO CITY HALL LEASE AGREEMENT

This First Amendment to City Hall Lease Agreement (this “Amendment”) is made and entered into this ____ day of _____, 2025, and between the City of Dalton, a Georgia municipal corporation (hereinafter called “City”), and the Dalton City School District (hereinafter called “Lessee”).

WITNESSETH:

WHEREAS, the parties entered into that certain City Hall Lease Agreement dated December 16, 2020 (the “Lease”), pursuant to which City has agreed to lease certain real estate as described therein (the “Property”); and

WHEREAS, the parties have agreed to amend the Lease, to reflect certain other agreements between the parties;

NOW THEREFORE, for and in consideration in the sum of ten dollars (\$10.00) and hand paid, the premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereby agree as follows:

1. The parties hereto acknowledge that the above recitals to this Amendment are true and correct, and they agree that the same are incorporated by reference into the body of this Amendment.
2. The parties do hereby agree to amend and modify the Lease to provide as follows:
 - a. Unless sooner terminated as otherwise set forth herein, this Lease shall terminate on June 30, 2026.
 - b. Lessee agrees to pay as rent, in addition to the rent amounts set forth in Paragraphs 4 and 5 of the Lease, one hundred thousand dollars (\$100,000.00) toward the cost of the repair and replacement project for the Building windows. Lessor will render to Lessee a monthly invoice for such costs as the same are incurred, which Lessee shall pay within ten (10) days of receipt.
3. Except as herein specifically modified, all of the terms, conditions and provisions of the Lease shall remain in full force and effect.
4. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
5. All capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.
6. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or “PDF” file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Amendment shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Amendment. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

7. This Amendment may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CITY:
City of Dalton, Georgia

LEESSEE:
Dalton City School District

By: _____
Title: Mayor

By: _____
Title:

Attest: _____
Title: City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Resolution 25-03

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

FUNDING SOURCE IF NOT IN BUDGET

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

A RESOLUTION IN SUPPORT OF LOCAL LEGISLATION KNOWN AS H.B. 843 IN THE GEORGIA GENERAL ASSEMBLY FOR THE PURPOSE OF PROVIDING A LOCAL REFERENDUM TO CONSIDER APPROVAL OF AN INCREASE TO THE HOMESTEAD EXEMPTION OF CITY OF DALTON AD VALOREM TAXES FOR RESIDENTS 70 YEARS OF AGE AND OVER AND FOR OTHER PURPOSES.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-03

A RESOLUTION IN SUPPORT OF LOCAL LEGISLATION KNOWN AS H.B. 843 IN THE GEORGIA GENERAL ASSEMBLY FOR THE PURPOSE OF PROVIDING A LOCAL REFERENDUM TO CONSIDER APPROVAL OF AN INCREASE TO THE HOMESTEAD EXEMPTION OF CITY OF DALTON AD VALOREM TAXES FOR RESIDENTS 70 YEARS OF AGE AND OVER AND FOR OTHER PURPOSES

WHEREAS, An Act to provide for the homestead exemption from the City of Dalton ad valorem taxes for municipal purposes in the amount of \$150,000.00 of the assessed value of the homestead for residents who are 70 years of age or older was approved on May 17, 2004 (Ga. L. 2004, p. 3766);

WHEREAS, said exemption was increased to \$250,000.00 in 2023, which is the current exemption amount;

WHEREAS, the City of Dalton’s local delegation to the General Assembly has introduced H.B. 843 in the 2025 legislative session which provides for a local referendum in order to determine whether said exemption shall be increased to \$325,000.00;

WHEREAS, the Mayor and Council of the City of Dalton consider it in the best interest of the residents of the City of Dalton to support H.B. 843 and to allow for a referendum to increase said exemption to \$325,000.00;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Dalton hereby support local legislation to provide for a referendum to increase the homestead exemption for residents who are 70 years of age or older to \$325,000.00 and urge approval of H.B. 843 in the 2025 session of the Georgia General Assembly.

SO RESOLVED this ___ day of _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Resolution 25-04 Pension Plan

DEPARTMENT

Administration

REQUESTED BY

Andrew Parker

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST:

FUNDING SOURCE IF NOT IN BUDGET

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

A RESOLUTION AFFIRMING AND RATIFYING COST OF LIVING ADJUSTMENT FOR CERTAIN PENSION PLAN BENEFICIARIES

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

RESOLUTION 25-04

A RESOLUTION AFFIRMING AND RATIFYING COST OF LIVING ADJUSTMENT FOR CERTAIN PENSION PLAN BENEFICIARIES

WHEREAS, the City of Dalton Pension Plan Board requested a cost of living adjustment (“COLA”) to the City’s Defined Benefit Plan for certain employees;

WHEREAS, the Mayor and Council determined that a one percent compounding COLA for all pension plan recipients who retired prior to January 1, 2021, with the one percent compounding to occur each year from 2009-2020, was appropriate, necessary, and in the best interests of the City of Dalton;

WHEREAS, the Mayor and Council determined that as an initial deposit toward the cost of the COLA, \$2,000,000 would be deposited in into the City Pension Fund by the City, and Dalton Utilities would deposit \$1,229,000 into the City Pension Fund;

WHEREAS, the Mayor and Council determined that the balance required to fund a one percent COLA as set forth above would be amortized over a ten-year period;

WHEREAS, the above-referenced COLA was authorized and funded as set forth herein via a budget amendment duly approved in the Mayor and Council meeting of November 4, 2024;

WHEREAS, all actions set forth herein occurred with the advice and counsel of the City’s Actuary and in conjunction with the City of Dalton Pension Plan Board; and

WHEREAS, the City’s Actuary has requested a formal resolution affirming and ratifying said changes to the City’s Defined Benefit Plan;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Dalton hereby affirm and ratify the changes to the City’s Defined Benefit Plan set forth herein and as adopted at the Mayor and Council meeting of November 4, 2024.

SO RESOLVED this ___ day of _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Budget Amendment #1

DEPARTMENT

Finance

REQUESTED BY

Cindy Jackson

REVIEWED/APPROVED BY CITY ATTORNEY?

NA

COST GENERAL FUND \$1,222,100 AND CIP FUND \$1,732,000

FUNDING SOURCE IF NOT IN BUDGET RESPECTIVE FUND BALANCE

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Budget Amendment #1 to adjust general fund, grant funds, and capital funds to provide for adjustment of various revenues lines to actual, adjust carryover grant amounts, adjust carryover CIP amounts, and carryover infrastructure amounts pledged.

PHONE

706-278-9500

WEBSITE

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ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

2025 Budget Amendment

Budget Amendment #1

GENERAL FUND

	Increase (Decrease)	
Revenues & Other Financing Sources		
Sales tax	\$ 106,000	(1)
Transfer fee	83,000	(1)
Insurance reimbursement	2,500	(2)
Donation	5,400	(3)
	<u>\$ 196,900</u>	
Expenditures & Transfers-out		
Repairs & maintenance - PD	\$ 2,500	(2)
Other Agency payments - PD	5,400	(3)
Site improvements - Rec	5,300	(4)
Contingency	(2,500)	(4)
Infrastructure	622,300	(5)
Transfer to Other Grant Fund	20,000	(6)
Transfer to Airport Grant Fund	766,000	(7)
	<u>\$ 1,419,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ (1,222,100)</u>	

(1)	To adjust budget to actual for 1st quarter collections
(2)	Wrecked PD vehicle claim
(3)	PD charity softball tournament for the benefit of Grace & Joy Foundation, Inc.
(4)	Honorary sign for Paul Belk at the Mill location - signage & receptacle donation received from 2023 has a balance of \$2,725 and will be pulled from fund balance
(5)	IGA dated 9/3/24 with the JDA for public infrastructure project at 902 S Hamilton
(6)	USDA Urban Garden Grant match
(7)	Remaining match for 3 Airport grants and anticipated additional funding for hangers \$125k

CDBG FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Federal grant revenue	\$ 27,000	(1)
	<u>\$ 27,000</u>	
Expenditures & Transfers-out		
Program public service and public facilities	\$ 27,000	(1)
	<u>\$ 27,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

(1)	To adjust funding and expenditures to actual amount carried over from 2024
-----	--

URBAN GARDEN GRANT FUND (USDA)

	Increase (Decrease)	
Revenues & Transfers-In		
Federal grant revenue	\$ 94,000	(1)
Transfer from general fund	20,000	
	<u>\$ 114,000</u>	
Expenditures & Transfers-out		
Program supplies, services, wages, administration	\$ 114,000	(1)
	<u>\$ 114,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

AIRPORT GRANT FUNDS

	Increase (Decrease)	
Revenues & Transfers-In		
Federal grant revenue	\$ 197,000	(1)
State grant revenue	\$ 3,502,000	(1)
Transfer from general fund	766,000	(1)
	<u>\$ 4,465,000</u>	
Expenditures & Transfers-out		
Various grants awarded to the airport	\$ 4,465,000	(1)
	<u>\$ 4,465,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1)	To adjust to estimated 2025 budget
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CAPTITAL IMPROVEMENTS FUND

	Increase (Decrease)	
Revenues & Transfers-In		
Insurance reimburse	\$ 10,000	(1)
	<u>\$ 10,000</u>	
Expenditures & Transfers-out		
Carryover projects - City Admin	\$ 1,632,000	(2)
Carryover projects - IT	64,000	(2)
Carryover projects - Public Works	36,000	(2)
Equipment - PD	10,000	(1)
	<u>\$ 1,742,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (1,732,000)</u></u>	

(1)	Total loss of wrecked PD vehicle
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(1)	City Hall HAVC, network deployment, & 3/4 ton truck
------------	--

2015 SPLOST FUND

	<u>Increase (Decrease)</u>	
Revenues & Transfers-In		
Interest Earnings	\$ 16,000	(1)
	<u>\$ 16,000</u>	
Expenditures & Transfers-out		
Public Works projects	\$ 16,000	(1)
	<u>\$ 16,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1)	To record estimated interest earnings for 6 months
------------	--

2020 SPLOST FUND

	<u>Increase (Decrease)</u>	
Revenues & Transfers-In		
Interest Earnings	\$ 300,000	(1)
	<u>\$ 300,000</u>	
Expenditures & Transfers-out		
Restricted for approved projects	\$ 300,000	(1)
	<u>\$ 300,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1)	To record estimated interest earnings for 6 months
------------	--

2024 SPLOST FUND

	<u>Increase (Decrease)</u>	
Revenues & Transfers-In		
Interest Earnings	\$ 80,000	(1)
	<u>\$ 80,000</u>	
Expenditures & Transfers-out		
Restricted for approved projects	\$ 80,000	(1)
	<u>\$ 80,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ -</u></u>	

(1)	To record estimated interest earnings for 6 months
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BONDED CAPITAL FUND

	<u>Increase (Decrease)</u>	
Revenues & Transfers-In		
Interest Earnings	\$ 50,000	(1)
	<u>\$ 50,000</u>	
Expenditures & Transfers-out		
Restricted for possible arbitrage	\$ 50,000	(1)
	<u>\$ 50,000</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u>\$ -</u>	

(1)	To record estimated interest earnings for 4.5 months
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CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

BION Security Professional Services Contract 2025

DEPARTMENT

Information Technology

REQUESTED BY

Jorge Paez

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

Pay as you go; Not to exceed \$80,000/Yr

FUNDING SOURCE IF NOT IN BUDGET

FY2025 Operating Budget

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

BION security has been assisting the City of Dalton since 2021 with cybersecurity consulting and assistance in implementing various security solutions. New for 2025 we plan to expand the services to include GIS services.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722



BION

Security

PROSERV

PROFESSIONAL SERVICES AGREEMENT

EFFECTIVE DATE: January 1, 2025

Overview

THIS AGREEMENT IS GOVERNED BY THE BION SECURITY MASTER SERVICES AGREEMENT which can be found at www.bionsecurity.com/masteragreement/.

This Professional Service Agreement ("Agreement") is entered into on January 1, 2025, by and between City of Dalton, hereinafter referred to as the "Customer" and BION Security, LLC, hereinafter referred to as the "Company."

BION SECURITY, LLC dba BION Security
710 Dacula Road, Suite 4A
Dacula, GA 30019

City of Dalton
300 W Waugh St
Dalton, GA 30720

Scope of Services

DESCRIPTION OF SERVICES

The Customer shall engage the Company to perform IT services as described in this Agreement and any attached exhibits. Initial services to be provided under this Agreement are detailed in Exhibit A: Scope of Work - City of Dalton GIS Enhancement Project, attached hereto and incorporated by reference. The specific engineering expertise required for each task or project will determine the applicable hourly rate, as outlined below.

AMENDMENT FOR ADDITIONAL PROJECTS

The Customer may elect to engage the Company for additional projects or services beyond the initial scope by purchasing ProServ Blocks of Hours (as defined below) or by mutually agreeing to a new scope of work. Such additional projects shall be documented in an amendment to this Agreement or as a new exhibit (e.g., Exhibit B, Exhibit C, etc.), specifying the scope, deliverables, and applicable hourly rates or block hour purchases. Amendments shall be executed in writing by both parties and incorporated into this Agreement.

HOURLY RATE STRUCTURE

The hourly rates for services performed by the Company will vary based on the qualifications and experience level of the engineer required to perform the work. The applicable hourly rate for each category of engineer is as follows:

- **Level 1 Engineer (Entry Level/Junior Engineer) \$125/hour:** Services include basic technical support, routine maintenance, troubleshooting, and lower-complexity tasks.
- **Level 2 Engineer (Mid-Level Engineer) \$150/hour:** Services include intermediate technical support, system configuration, advanced troubleshooting, and project coordination.
- **Level 3 Engineer (Senior Engineer/Architect) \$200/hour:** Services include high-level system architecture, design, advanced problem solving, strategic consulting, and project management.

Determination of Engineer Level. The level of engineer assigned to each task shall be mutually agreed upon by the Customer and the Company prior to the commencement of work. If the complexity of the task is beyond the scope initially estimated and requires a higher level engineer, the Company shall notify the Customer for approval before proceeding.

Overtime and After Hours Work. In the event that services are required outside of regular business hours (8AM to 6PM, Monday through Friday) or during weekends and holidays, an additional surcharge of 50% may apply to the hourly rates listed above. Overtime work will also require prior approval from the Customer.

Fee Structure. The fees for services provided under this Agreement shall be determined based on the Engineering Level at the respective hourly rate, and depreciated accordingly. **Special Projects or requires Statement of Work.*

- **Hourly Fixed Fee Structure with BION ProServ Block of Hours:**
 - ProServ 10 Hour Block @ \$1,850;
 - ProServ 15 Hour Block @ \$2,700;
 - ProServ 25 Hour Block @ \$4,500.

Invoicing. Unless otherwise agreed to, invoices for ProServ Block of Hours are invoiced upfront. For all other services rendered under this Agreement shall be issued on a monthly basis, and the Customer shall receive the invoice via electronic delivery on or before the due date.

Payment Terms. Payment for hourly blocks are due upfront. Payment for services performed as a separate project or scope of work rendered under this Agreement is due within 30 days from the date of the invoice.

Retainer (if applicable). In the event that a retainer is required, the Customer shall provide an initial retainer amount of \$ (Insert Initial Retainer Amount) upon the execution of this Agreement. When retainer funds are within \$2,000 of being depleted for unfinished project(s), Customer may renew retainer at initial retainer amount or revert to ProServ Hourly Fees as described above.

Additional Costs. The Customer shall be responsible for reimbursing the Company for any reasonable and documented expenses or disbursements incurred in connection with the provision of IT services. Such expenses may include but are not limited to travel, meals, and hotel expenses to/from on-site(s) if required.

Credit for Hardware Purchased through BION Security. Should Customer choose to purchase hardware from BION Security, Customer may be eligible to receive a credit to be applied toward BION ProServ Hourly Blocks at the following rates:

- \$40,000 minimum and incrementally = One 10 Hour Block of ProServ
- Example: \$100,000 in hardware = Two 10 Hour Blocks of ProServ.

No more than \$80,000 in purchases or Two 10 Hour Blocks of ProServ are eligible per Customer per year. Unused hours in a calendar year will be carried over to the following year, and may be used until expired.

(Customer)

BION Security, LLC.

City of Dalton	BION Security, LLC dba BION Security
300 W. Waugh ST	710 Dacula RD, Suite 4A
Dalton, GA 30720	Dacula, GA 30019

Name: Annalee Sams, Mayor of City of Dalton	Name:
Date:	Date:



EXHIBIT A: SCOPE OF WORK - CITY OF DALTON GIS ENHANCEMENT PROJECT

Scope of Work: City of Dalton GIS Enhancement Project

Project Overview

The City of Dalton seeks to enhance its Geographic Information System (GIS) capabilities to improve operational efficiency, public safety, and service delivery. This project aims to develop a GIS Dashboard as a central tool, integrate Esri-based solutions with the Police Department's Records Management System (RMS), ensure compliance with applicable standards (e.g., CJIS requirements), and transition from an on-premise GIS infrastructure to a cloud-based presence. The project will leverage existing Python scripts for automation, incorporate code enforcement capabilities, align with Macon-Bibb County's GIS model (e.g., 811 Locate Service), and maintain updated GIS data using SQL logs and Crystal Reports.

Objectives

1. **Develop a GIS Dashboard:** Create a user-friendly, Esri-based GIS Dashboard to provide real-time visualization and analysis of City data, with a focus on Police Department operations.
2. **Enhance Esri Integration:** Leverage Esri as the primary GIS platform to align with broader Esri goals and integrate seamlessly with the Police Department's RMS.
3. **Ensure Compliance:** Meet CJIS (assumed Critical Infrastructure GIS Standards or similar) requirements for data accuracy, security, and interoperability.
4. **Automate Processes:** Utilize and enhance existing Python scripts to automate data downloads and updates from County systems.
5. **Incorporate Code Enforcement:** Integrate comcate into the GIS framework to support municipal compliance efforts.
6. **Establish Cloud Presence:** Transition the GIS system from an on-premise setup to a secure, cloud-based environment while maintaining data integrity and separation from live GIS data during replication.
7. **Model After Macon-Bibb GIS:** Replicate features of Macon-Bibb County's GIS, such as the 811 Locate Service, to enhance utility coordination and public safety.
8. **Maintain and Update GIS:** Ensure the GIS database remains current using SQL logs from Veeam backups and Crystal Reports for reporting.

Scope of Work

The project will be executed in phases, with deliverables tied to the City's operational needs and technological goals. The scope includes the following tasks:

1. Project Initiation and Planning

- Conduct stakeholder interviews to refine requirements.
- Review existing GIS infrastructure, Esri configurations, Police RMS, Python scripts, SQL logs, Veeam backups, and Crystal Reports.
- Define CJIS compliance criteria and align with Esri best practices.
- Develop a project timeline, resource plan, and risk assessment.

Deliverable: Project Plan Document (including scope, timeline, and compliance requirements).

2. GIS Dashboard Development

- Design and deploy an Esri-based GIS Dashboard.
- Integrate Police Department RMS data (e.g., incident locations, response times) as the primary data source.
- Include layers for code enforcement (via Comcate or equivalent system), utility locations, and other City assets.
- Ensure the dashboard supports real-time updates, interactive mapping, and user-defined queries.

Deliverable: Functional GIS Dashboard prototype with Police RMS integration.

3. Esri and RMS Integration

- Enhance Esri platform integration with the Police Department's RMS to streamline data flow and visualization.
- Map RMS data fields to GIS layers, ensuring compatibility with Esri tools.
- Test data accuracy and performance under operational conditions.

Deliverable: Integrated Esri-RMS workflow documentation and test results.

4. Backend Automation

- Review and optimize existing Python scripts used for downloading County data.
- Develop additional scripts as needed to automate data ingestion, validation, and updates to the GIS database.
- Ensure scripts support CJIS compliance and Esri data standards.

Deliverable: Updated Python script library with user documentation.

5. Code Enforcement Integration

- Assess the Comcate code enforcement system and integrate its data into the GIS framework.
- Enable mapping of code violations, inspections, and compliance status within the GIS Dashboard.

Deliverable: Code enforcement GIS layer and integration report.

6. Cloud Transition

- Establish a staging environment to test replication without direct connection to live GIS data.
- Migrate data and services to the cloud, ensuring security, scalability, and performance.
- Configure Veeam backups to maintain SQL logs in the cloud setup.

Deliverable: Cloud-based GIS system with replicated data and backup configuration.

7. 811 Locate Service Implementation

- Model the system after Macon-Bibb County's 811 Locate Service to map underground utilities and coordinate with Georgia 811.
- Integrate utility locate data into the GIS Dashboard for Police and public works use.

Deliverable: 811 Locate Service GIS layer and workflow documentation.

8. GIS Maintenance and Reporting

- Establish a maintenance schedule to keep GIS data current, leveraging SQL logs from Veeam for auditing and recovery.
- Update Crystal Reports to reflect GIS database changes and generate operational insights.
- Train City staff on data maintenance and reporting processes.

Deliverable: GIS Maintenance Plan, updated Crystal Reports templates, and staff training session.

Assumptions

- The City of Dalton has an existing Esri license (e.g., ArcGIS Enterprise or Online) and access to Police RMS data.
- "CJIS" refers to a known standard (e.g., Critical Infrastructure GIS Standards); if not, this will need to be clarified during planning.
- "Comcate" is assumed to be a code enforcement tool; if incorrect, the City will specify the intended system.
- County data is accessible via existing Python scripts, with County cooperation for updates.
- The City has IT resources to support cloud migration and Veeam integration.

Exclusions

- Procurement of new hardware or software licenses beyond current City resources.
- Full redesign of the Police RMS or County data systems.
- Ongoing post-project maintenance unless contracted separately.

Timeline

- **Phase 1 (Planning):** 2-4 weeks
- **Phase 2 (Dashboard & Integration):** 6-8 weeks
- **Phase 3 (Automation & Code Enforcement):** 4-6 weeks
- **Phase 4 (Cloud Transition & 811 Service):** 8-10 weeks
- **Phase 5 (Maintenance & Training):** 2-4 weeks
- **Total Estimated Duration:** 22-32 weeks

Resources

- GIS Consultant/Contractor with Esri, Python, SQL, and cloud expertise.
- City of Dalton IT staff for infrastructure support.
- Police Department and code enforcement personnel for requirements and testing.
- Access to Esri support and County data feeds.

Acceptance Criteria

- GIS Dashboard is operational, displaying RMS and code enforcement data accurately.
- Cloud system replicates on-premise GIS with no data loss and secure access.
- Python scripts automate County data updates per schedule.
- 811 Locate Service layer aligns with Macon-Bibb standards.
- Staff can maintain GIS and generate Crystal Reports independently.





BION

Security

MASTER SERVICE AGREEMENT TERMS & CONDITIONS

Overview

These Master Service Agreement Terms and Conditions ("Terms and Conditions") govern the provision of Services and Products by BION Security, LLC. dba BION Security ("Company") to the customer ("Customer") named on a professional services quote, statement of work, or purchase order (each, an "Order") that incorporates these Terms and Conditions by reference and is signed by Customer. Each Order, these Terms and Conditions, the Master Service Level Agreement ("Master SLA"), any specific Service Level Agreement ("Service Level Agreement"), if applicable (all of which can be found at <https://www.bionsecurity.com>, and any other writing that by its terms is intended to be made a part of any such Order (collectively, this "Agreement") collectively shall constitute an independent and separate contract between the parties for the services ("Services") and the software, hardware and equipment (collectively, "Products") specified therein. Services may include telecommunications services, managed information technology ("IT") services, managed security services, remote backup, Internet, hosting, infrastructure supply and support, consulting, or other services set forth in a signed Order. Products may include software or equipment developed by a party other than Company or in which any third party has intellectual property or other ownership rights ("ThirdParty Software" or "Third-Party Equipment" as applicable), or other products manufactured or developed by parties other than Company, that are provided by Company as a reseller or sublicensor. Company agrees to provide, and Customer agrees to purchase, the Services and Products described on the Order at the price, for the term, and on the other terms and conditions set forth herein and therein. This Agreement shall be effective and binding at the time of Company's acceptance of the Order and shall be deemed dated the date accepted by Company, as indicated on the Order.

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1. TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES AND PRODUCTS.

1.1 TERM OF SERVICE. Services shall commence on the service commencement date ("Service Commencement Date"), which shall be the day immediately following the date on which Company notifies Customer that each Service is installed and/or ready for use, and shall continue for the length of the Service Term stated in the Order (the "Service Term"). Unless the Services consist of one-time implementation or consulting Services (collectively, "Professional Services"), following the expiration of the Service Term, this Agreement and each Service shall automatically renew at current Company list rates for successive one (1) year terms (each a "Renewal Term" and collectively with the Service Term, the "Term"), unless canceled by either party giving at least sixty (60) days written notice of termination prior to the end of the then current Term.

1.2 FEES AND CHARGES. (a) Recurring Charges. Except as otherwise provided in any Applicable Tariff (as defined below), the monthly recurring charge for each Service provided by Company during the Service Term shall be that charge stated on the Order, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then current monthly charges provided by any Applicable Tariff or Company's then standard charge for the same or similar services ("Monthly Service Charge"). Company shall invoice Customer for Services on a monthly basis for the Monthly Service Charge, and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). The first Monthly Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. (b) Non-Recurring Fees. Except as expressly set forth to the contrary in an Order, all non-recurring charges for Professional Services and Products ("Non-Recurring Fees," and collectively with Monthly Service charges, "Fees") stated on the Order shall be due on the Due Date set forth in the Order, and any non-recurring installation charges stated on the Order shall be due on the Due Date of the first invoice. (c) Taxes. Any applicable surcharge, federal, state, local, excise, sales tax, or similar levy, chargeable to or against Company because of the Services and Products provided by Company to Customer, shall be charged to and paid by Customer in addition to the Fees. (d) Pass-Through Expenses. Unless an Order provides for a fixed cost, in addition to the Fees provided in the Order, Customer shall reimburse Company for its reasonable and documented out-of-pocket expenses, including without limitation, travel expenses, lodging, meals, shipping or other similar expenses, incurred by Company in performing the Services or providing the Products ("Expenses"). Any such Expenses will be billed at cost, invoiced monthly and paid as provided herein and in the Order. (e) Usage Fees. If Fees due under this Agreement are based on the number of users, volume of use, or other usage metrics, Company may, upon ten (10) days' advance written notice to Customer, audit Customer's use of the Services, including through the use of third-party monitoring software installed or run on Customer's system, and increase billing for any and all usage-based fees to the extent, but only to the extent that thereupon Customer's fees paid match the level of use

of the Services. Notwithstanding the foregoing, in no event will Customer's Fees for Services at any time fall below any minimums set forth in the Order. (f) Moves; Termination Fees. If Customer terminates a Service before the expiration of the Service Term due to a change of Customer's location, then Customer shall pay any applicable Termination Fees (as defined in Section 1.20(b)) in accordance with this Agreement. Notwithstanding the foregoing, however, and except for construction and equipment costs to deliver a custom-designed and engineered circuit(s) for fiber internet to Customer's business, Company will waive the Termination Fees if Customer purchases another Service from Company for its new location that is of the same or greater contract value. (g) Missed Appointment Fees. If Company schedules an appointment with Customer to deliver or install Products or Services, Customer or its authorized representative must be available at Customer's location for the scheduled appointment date and time to grant Company access or to accept delivery of the Products or Services, or to work with Company's technician to activate Service. If Customer fails to have an authorized representative available at the scheduled appointment time, Company's technician will attempt to contact Customer or its authorized representative by phone for up to fifteen (15) minutes after which time the appointment may be rescheduled. Company reserves the right to charge Customer a reasonable appointment rescheduling fee. Such appointment rescheduling fee must be paid before the appointment is rescheduled.

1.3 PAYMENT METHODS. Company will accept payments from Customer using any of the following payment methods: (a) check mailed to Company at the payment address set forth in the Order, (b) Electronic Funds Transfer ("EFT") using the CTX (Corporate Trade Exchange) format, and (c) VISA, MasterCard, and American Express, **subject to a 3% convenience fee.**

1.4 APPLICABLE TARIFFS. For certain telecommunications Services, this Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to certain telecommunications Services covered by this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), are incorporated herein by reference. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs. Company is a Competitive Local Exchange provider. Analog lines purchased from Company are subject to the applicable state tariffs. Company may, as a billing convenience to Customer, acquire and invoice to Customer analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to Customer to support consolidated billing for Customer's convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to Customer.

1.5 LATE FEES; SUSPENSION OF SERVICE. (a) Late Fees. If any invoice for Products or Services is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law ("Late Fee"). (b) Suspension of Service. If Customer fails to pay all amounts owed to Company under an Agreement when due, then upon at least ten (10) business days' prior written notice (including via email) to Customer, and in addition to any other remedies available at law or in equity, Company may suspend Services under an Agreement until full payment is made. Company further reserves the right to retain any Customer Equipment stored in any Company facilities as part of rendered Services until full payment is made. Customer shall pay a reasonable reactivation fee for Service restoration, to be determined by Company. Company's right to suspend Services and retain Customer Equipment under this Section is in addition to Company's right to terminate an Agreement for non-payment.

1.6 CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks, and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and Customer cannot provide sufficient additional security to Company.

1.7 EQUIPMENT. (a) Equipment. Company equipment located at Customer's premises and either leased from or furnished by Company ("Company Equipment") remains the property of Company. Customer agrees to maintain all Company Equipment located at Customer's premises in a reasonable operational environment, including without limitation the provision of reasonable lighting, HVAC, security, custodial services, and all minimum requirements set forth in any applicable Order. Customer shall not allow any lien or encumbrance to be placed on any Company Equipment at any time and shall maintain any Company identification tags or other markings placed on the Company Equipment by Company. (b) Ownership and Risk of Loss. Customer bears all risk of loss of, theft of, casualty or damage to the Company Equipment and any equipment purchased by Customer from Company ("Customer Equipment"), from the time it is shipped or delivered to Customer's location and, with respect to Company Equipment, until recovered by or returned to Company. If any Company Equipment is damaged or defaced while at Customer's premises, or is returned to Company damaged or defaced, Customer will be responsible for repair or replacement fees for the damaged or defaced Company Equipment. If any such Company Equipment cannot be recovered from Customer's premises or returned by Customer to Company at the end of the Term, then Customer will pay Company its cost of purchasing the Company Equipment.

1.8 TAMPERING WITH CONFIGURED EQUIPMENT. The Company Equipment and the equipment purchased by Customer from Company ("Customer Equipment") may be configured exclusively for Customer's use of the Service purchased. Unless expressly authorized by Company, Customer shall not tamper with the Equipment or modify its configuration. Customer agrees not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from the Company. Company reserves the right to terminate the Service should Customer tamper with the Equipment, and in such case, Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.9 LAWFUL AND NON-FRAUDULENT USE OF SERVICES. Customer agrees to use the Services only for lawful purposes. Customer will not use the Services for any unlawful, abusive, or fraudulent purpose, including, without limitation, using the Services: (a) in any manner that threatens the integrity, performance or availability of the Service to others; (b) in any manner that avoids Customer's obligation to pay for the Service; (c) for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (ii) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If Company has reason to believe that Customer, its employees, agents, representatives or anyone using the Services or Products provided to Customer (collectively, "Customer Parties") is using the Service in violation of this Section, abusing the Service or using it fraudulently or unlawfully, Company reserves the right to terminate, suspend or restrict the Service immediately and without advance notice to Company. If Company terminates for such violations, Customer shall be responsible for all outstanding balances due for the Service, unbilled Fees under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.10 USE OUTSIDE UNITED STATES. While Company encourages use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Products are intended for use only in the United States. If Customer removes Products to a country other than the United States and uses the Service from there, Customer does so at Customer's own risk including the risk that such activity violates the laws of the country where Customer does so. Customer is liable for any and all use of the Service and Products by Customer and any Customer Parties. Should removal of Products from the United States violate any export control law or regulation, Customer will be solely liable for such violation. If Company determines that Customer is using the Service from outside the United States, Company reserves the right to terminate the Service immediately and without advance

notice, and Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

1.11 NO RESALE OR TRANSFER. Customers are prohibited from reselling or transferring the Services or Products (other than Customer-Owned Equipment) to any other person for any purpose, without the express prior written consent of the Company. In addition, customers are prohibited from using the Service or Products for any uses that result in excessive usage inconsistent with normal business usage patterns. If Company determines, in its sole discretion, that Customer is reselling or transferring the Service or Products (other than Customer Equipment), then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred. Customer is liable for any and all reselling or transferring of the Service and Products by Customer and any Customer Parties, and Customer agrees to hold Company harmless from and against any and all liability associated with such use.

1.12 NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious Internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. Company may, among other things and without advance notice, prioritize the usage of the small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet, and may be viewed on the Network Management Policy located on <https://www.bionsecurity.com/web/business/resources/agreements-policies>, which is incorporated herein by reference.

1.13 INTELLECTUAL PROPERTY RIGHTS. (a) Company Rights. Except for any rights expressly granted herein, the Agreement does not transfer from Company to Customer any right, title or interest in or to any technology, which Company uses to provide the Services ("Company Technology"). All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company, and nothing in this Agreement shall grant Customer the right or license to use any of such Marks. Customer acknowledges that the Services and Marks are the exclusive property of Company. Company or its licensors, as applicable, retain all intellectual property rights in and to all and any part of the Services, Marks and the Company Technology used to provide the Services ("Intellectual Property Rights"). Customer shall not acquire hereunder any right, title, or interest in the Services, except the right to use them in accordance with this Agreement. (b) Customer Rights. Except for any rights expressly granted in this Agreement, this Agreement does not transfer from Customer to Company any right, title or interest in or to any process, system, software, service, or device in which Customer

has any Intellectual Property Rights or other ownership or use rights ("Customer Technology"). Except for any rights expressly granted in this Agreement, this Agreement does not transfer to Customer any right, title, or interest in or to any Third-Party Software or Intellectual Property Rights therein, and all right, title, and interest therein remains with the party providing the same, or with the Third-Party Software owner, as appropriate. If Customer decides to use the Service through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possess all required rights, including software and/or firmware licenses, to use the interface device with the Service. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (c) Services Software. Where applicable, Company may install certain Third-Party Software and Company Technology on Equipment in Customer's network to deliver Services (collectively, "Services Software"). Company has a license or other rights to allow use of such Services Software to deliver the Services. Company hereby grants to Customer a limited, non-exclusive, non-transferable, personal license to use the Services Software on the Equipment for the Term of this Agreement and strictly in accordance with this Agreement subject to all applicable Third-Party Software license terms and requirements. If Customer decides to use Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possesses all required rights, including software and/or firmware licenses, to use the interface device with Services. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (d) General Knowledge. Customer may obtain Services and Products directly from third parties, and Company may provide services, products, and Company Technology to third parties, without restriction or accounting to the other party. (e) Derivative Works. If Customer, at any time during the Term, provides Company with comments, suggestions or other feedback (collectively, "Feedback"), Company's use of Feedback will not cause any documentation incorporating or derived from such Feedback to be licensed to or otherwise shared with Customer or any third party. If Customer is deemed to own any Feedback, Customer hereby grants to Company a nonexclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide license to use, disclose, modify, reproduce, license, distribute, practice, commercialize, further develop and otherwise freely exploit without restriction or payment of any kind all such Feedback.

1.14 CONFIDENTIALITY; NON-DISCLOSURE; CPNI. (a) **Non-Disclosure Agreement.** If the parties have executed a separate Confidentiality and NonDisclosure Agreement ("NDA"), the terms and provisions of such NDA are incorporated herein by reference, and the parties agree that such NDA sets forth the obligations and responsibilities of the parties with regard to the use, treatment, and disclosure of certain confidential and proprietary information of the parties. If there is a conflict between the terms of the NDA and the terms of an Agreement, the terms of the NDA shall govern and control to the extent of

such conflict. The terms of the NDA shall survive the expiration or termination of an Agreement for any reason in accordance with the NDA's terms and conditions. The parties agree to cause any and all of their subcontractors and sub- servicers, if any, to observe the terms and provisions of the NDA as though they were parties thereto, and the parties shall be responsible for any breach of the NDA by or on behalf of their subcontractors or sub-servicers. Notwithstanding the foregoing, should the NDA expire or terminate while an Agreement is still in effect, the terms, conditions, representations, warranties, covenants, and agreements contained in the NDA will nevertheless apply to an Agreement.

(b) Confidential Information. If the parties have not executed a separate NDA, the terms of this Section 1.14(b) through Section 1.14(f), inclusive, will apply. Each party acknowledges that it and its employees, agents, representatives and contractors, and their respective successors and assigns (collectively, "Receiving Party") may be exposed to or acquire information that is proprietary or confidential to the other party ("Disclosing Party") in connection with the performance of this Agreement ("Confidential Information"). The Receiving Party shall hold such Confidential Information in strict confidence and shall not use or disclose any such Confidential Information to any third party other than as required to perform an Agreement. Confidential Information includes, without limitation: (i) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, business or work processes and procedures, instructions, and other data relating to the Disclosing Party's business, services or products, the development, production of any work done specifically for the Customer; (ii) the business plans and financial information of the Disclosing Party, regardless of whether such information would be protected at common law; and (iii) such other information that, due to its nature, the Receiving Party knows or should have known the same was the proprietary or confidential information of the Disclosing Party. Each party will cause any and all persons or entities that have access to Confidential Information by or through such party, including (without limitation) any Receiving Party, to observe and comply with the terms of such party's confidentiality obligations hereunder as if they were parties hereto. Customer's Feedback relating to Services and Company Technology, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Company, and Company will own and may utilize the same in accordance with Section 1.13(e). The financial terms of this Agreement that are not otherwise publicly available may not be disclosed to any third party, except to a party's legal or accounting firms or as required by regulators with jurisdiction over Customer's or Company's businesses, without the prior written consent of the Disclosing Party.

(c) Non-Confidential Information. Notwithstanding Section 1.14(b), Confidential Information does not include the following: (i) information that at the time of disclosure is or was, without fault of the Receiving Party, available to the public by publication or otherwise; (ii) information that the Receiving Party can show was in its possession at the

time of disclosure and was not acquired, directly or indirectly, from the Disclosing Party; (iii) information received from a third party with the right to transmit same without violation of any confidentiality agreement; and (iv) information that must be disclosed pursuant to court order or by legal or administrative process; provided, however, that if information must be disclosed pursuant to court order or by legal or administrative process, the Receiving Party shall inform the Disclosing Party of such requirement (unless prohibited by law) and shall cooperate with the Disclosing Party in seeking a protective order or other limitation on disclosure.

(d) Nonpublic Personal Information. To the extent that any Confidential Information of Customer obtained by Company is Nonpublic Personal Information (as that term is defined by the GrammLeach-Bliley Act ("GLBA")) and Company is a service provider, Company covenants and agrees that it will implement or has implemented security measures designed to: (i) ensure the security and confidentiality of Nonpublic Personal Information about Customer's employees or consumers served directly or indirectly by or through Customer (each, a "Consumer"); (ii) protect against any anticipated threats or hazards to the security or integrity of such Nonpublic Personal Information; (iii) protect against unauthorized access to or use of such Nonpublic Personal Information that could result in substantial harm or inconvenience to any Consumer; and (iv) ensure proper disposal of such Nonpublic Personal Information. As a service provider, Company will implement written security and disaster recovery plans consistent with industry standards. Company will comply with all applicable laws and regulations regarding the security, handling, use and disclosure of such Nonpublic Personal Information in its role as a service provider. Upon termination of any Agreement pursuant to which Company obtains Nonpublic Personal Information, Company shall delete and erase from Company's systems all such Nonpublic Personal Information relating to this Agreement and shall certify in writing to Customer that all such Nonpublic Personal Information has been deleted and erased in accordance with applicable laws.

(e) HIPAA. As applicable, Customer shall comply with all federal and state regulations regarding the use and disclosure of Protected Health Information, as that term is defined at 45 C.F.R. § 160.103 ("PHI"), including, but not limited to the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If Company will have access to the PHI of Customer's patients or employees, Company will execute its form Business Associate Agreement in favor of Customer, as a covered entity under HIPAA.

(f) CPNI. The Federal Communications Commission ("FCC") has established rules related to Customer Proprietary Network Information ("CPNI") as codified in 47 C.F.R. 64.2010. The rules require procedures to verify and authenticate customers before providing access to CPNI, which includes call detail and certain billing information. Company is committed to customer privacy and security of customer information and our privacy practices are described in further detail at bionsecurity.com/privacypolicy.com. Company's authentication and verification practices with respect to CPNI access are

similar for our residential and business customers. However, because Company and Customer have executed this contractual business relationship and Customer has access to a Company dedicated representative, pursuant to the FCC's rules, Company may implement different requirements regarding the authentication procedures to be used to verify authorized users prior to providing access to Customer's CPNI. In all cases, this business relationship with Company will reflect Company's long-standing protection of customer account information and our practices of not using or disclosing such information except to provide services or as permitted or required by law. These authentication procedures, which will result in a password selected by a representative of Customer to protect their on-line account, may include, but are not limited to: (1) verification via a PIN code sent to a Customer's mailing address or email address that has been on file with Company for more than 30 days; (2) verification of Customer's email address via multi-factor authentication; and (3) authentication through an authorized administrator of Customer requesting CPNI access for another representative of Customer. In certain situations, Company may verify and authenticate a Customer representative's authority to discuss account information through communications with the person claiming to be the account holder, or based on the personal relationship between the Company representative and the Customer representative.

(g) Press Release. Company may publicly refer to Customer, orally and in writing, as a customer of Company and may refer to the publicly releasable titles of any Order with Customer. Any other reference to Customer by Company may be made only in accordance with this Section. The parties shall consult with each other in preparing any press release, public announcement, case study or other form of release of information concerning an Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party may issue or cause the publication of any such Press Release without the prior written consent of the other party. However, nothing herein prohibits either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its named affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and shall consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

(h) Notwithstanding anything contained herein to the contrary, nothing contained within this Agreement will prohibit, prevent, delay, or exclude Customer's lawful compliance with, and disclosure of Confidential Information pursuant to, the Georgia Open Records Act or any similar law or regulation that requires it as a municipality to disclose information or produce documents and other records upon a lawful request.

1.15 VENDOR TERMS OF USE. Company does not develop or manufacture any Products but is an authorized reseller and sub-licensor of certain Third-Party Software and Third-

Party Equipment provided by third-party vendors, manufacturers and developers unrelated to Company (collectively, "Vendors"). All Intellectual Property Rights relating to Products are and shall remain the exclusive property of Vendors or their licensors. Vendor terms and conditions of sale or license may apply to Products provided by Company to Customer under this Agreement, and such Vendor terms and conditions are incorporated herein by reference.

1.16 LIMITED WARRANTIES ON PROFESSIONAL SERVICES. Company warrants and covenants that Professional Services will be performed: (a) in accordance with the terms of the applicable Order, including the location, time, and manner for performing the Services; (b) in a workmanlike manner and in accordance with generally accepted professional practices, using qualified Company Parties; and (c) in accordance with any plans, drawings, or specifications furnished to Company, if any. In the event of a breach of this warranty, as Customer's exclusive remedy, Company will re-perform the defective Professional Services at no charge to Customer within a reasonable time or within the limits of the Master SLA or any applicable Service Level Agreement under an Order. Company's warranty does not apply to services performed pursuant to plans, drawings, or specifications furnished to Company that have been modified by Customer or a third party, unless Company has specifically agreed in writing to warrant its services under the revised plans, drawings, or specifications.

1.17 DISCLAIMER OF WARRANTIES ON SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE WITH RESPECT TO PROFESSIONAL SERVICES, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OUTSIDE THE PARAMETERS OF ANY SERVICE LEVEL AGREEMENT, OR LOSS OF CONTENT, DATA, OR INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTIES OR LIMIT ANY DISCLAIMER OF WARRANTIES UNDER THIS AGREEMENT. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. COMPANY DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON COMPANY'S BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

1.18 DISCLAIMER OF WARRANTIES ON PRODUCTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT THE DEVELOPER OR MANUFACTURER OF ANY EQUIPMENT, HARDWARE, SOFTWARE, SERVICE SOFTWARE OR OTHER PRODUCTS,

INCLUDING WITHOUT LIMITATION ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT. CUSTOMER AGREES TO LOOK SOLELY TO THE VENDORS OF PRODUCTS PROVIDED HEREUNDER FOR ANY REMEDY. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL PRODUCTS ARE BEING MADE AVAILABLE AND PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER BY COMPANY. COMPANY MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES WITH RESPECT TO PRODUCTS, EXPRESS OR IMPLIED, INCLUDING THE ADEQUACY, AVAILABILITY, STABILITY, UTILITY, INTEGRITY OR QUALITY OF THE PRODUCTS, WHICH BOTH PARTIES ACKNOWLEDGE WERE MANUFACTURED OR DEVELOPED BY THIRD-PARTY VENDORS, LICENSORS OR SUPPLIERS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THIRD-PARTY SOFTWARE OR SERVICE SOFTWARE WILL PERFORM UNINTERRUPTED, ERROR FREE OR VIRUS FREE, NOR DOES COMPANY WARRANT THAT THE SAME WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN INCREASED REVENUES OR PROFITS OF CUSTOMER. COMPANY HAS NO LIABILITY FOR VIOLATION OF LAWS BY CUSTOMER OR OTHER USERS OF PRODUCTS. CUSTOMER HEREBY RELEASES COMPANY FROM ANY AND ALL CLAIMS FOR BREACH OF WARRANTY ARISING OUT OF CUSTOMER'S OR ANY CUSTOMER PARTIES' USE OF PRODUCTS. To the extent allowed by the Vendor of any Products, Company shall pass through to Customer all end-user warranties, indemnities and guarantees relating to the Products, if any, including without limitation any indemnities or warranties regarding infringement claims related to Third-Party Software and ThirdParty Equipment. To the extent Company is not permitted to pass such warranties or indemnities through to Customer, Company agrees to enforce such warranties and indemnities, if any, on behalf of Customer at Customer's request and expense.

1.19 [INTENTIONALLY OMITTED]

1.20 LIMITATION OF LIABILITY. COMPANY'S LIABILITY TO CUSTOMER ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY OR ANY COMPANY PARTIES OR RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING IF APPLICABLE, SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER ARISING OUT OF OR RELATED TO COMPANY'S PERFORMANCE OF THIS AGREEMENT AND SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM OF LOSS FOR THE AFFECTED TIME PERIOD. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR THIRD-PARTY DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS OF USE OF EQUIPMENT, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF

WHETHER THE FORM OF ACTION IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. COMPANY AND COMPANY PARTIES AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT. COMPANY WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF SERVICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (A) ACTS OR OMISSIONS OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (B) THE EQUIPMENT, NETWORK, OR FACILITY FAILURE; (C) THE EQUIPMENT, NETWORK, OR FACILITY UPGRADE OR MODIFICATION; (D) OUTAGE OF CUSTOMER'S BROADBAND SERVICE PROVIDER; (E) CUSTOMER'S AND CUSTOMER PARTIES' ACTS OR OMISSIONS; OR (F) ANY OTHER CAUSE THAT IS BEYOND COMPANY'S CONTROL INCLUDING, BUT NOT LIMITED TO, FAILURE OF OR DEFECT IN ANY EQUIPMENT OR PRODUCTS, THE INABILITY OF THE SERVICE CONNECTIONS TO BE COMPLETED, OR THE DEGRADATION OF SERVICE QUALITY. WITH RESPECT TO COPPER-BASED INTERNET SERVICES, COPPER-BASED INTERNET RELIES ON COPPER AVAILABILITY FROM A THIRD PARTY. IF COPPER AVAILABILITY FROM A THIRD PARTY SHOULD CEASE, COMPANY RESERVES THE RIGHT TO TERMINATE CUSTOMER'S INTERNET SERVICE BY PROVIDING CUSTOMER SIXTY (60) DAYS WRITTEN NOTICE OF TERMINATION. FURTHERMORE, COMPANY WILL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR ANY DAMAGES ARISING FROM THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION, OR MESSAGE TRANSMITTED OR RECEIVED BY CUSTOMER, ANY CUSTOMER PARTIES OR ANY PERSON USING THE SERVICE OR EQUIPMENT PROVIDED TO CUSTOMER, OR LOSSES RESULTING FROM ANY GOODS OR SERVICE PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. ADDITIONAL LIMITATIONS MAY BE OUTLINED IN THE ORDER. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL BE ON A CUMULATIVE BASIS AND NOT PER INCIDENT. CUSTOMER IS RESPONSIBLE FOR THE SECURITY, INTEGRITY, AND CONFIDENTIALITY OF ITS DATA AND SYSTEMS. COMPANY WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING: (A) LOSS, DESTRUCTION, OR CORRUPTION OF DATA OR SYSTEMS; (B) LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION, OR SHUTDOWN; (C) FAILURE TO ACCURATELY STORE, TRANSFER, READ, OR TRANSMIT INFORMATION; OR (D) UNAUTHORIZED DELETION, ACCESS, EXFILTRATION, OBFUSCATION, OR ENCRYPTION OF DATA OR SYSTEMS. COMPANY'S AGGREGATE LIABILITY FOR: (A) ANY FAILURE OR MISTAKE, (B) ANY CLAIM WITH RESPECT TO COMPANY'S PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR (C) ANY ACT OR OMISSION OF COMPANY HEREUNDER SHALL IN NO WAY EXCEED THE CHARGES FOR THE SERVICE FOR THE AFFECTED TIME PERIOD.

1.21 REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement as set forth in Section 1.21, (b) exercise any other right or remedy which may be available to it under this Agreement and applicable law; and (c) terminate, restrict or suspend any Service and retrieve any Products (other than Company Equipment) from Customer's premises. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and the exercise of Company's remedies. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this Section are an agreed measure of damages and are not a forfeiture or penalty.

1.22 TERMINATION. (a) Termination for Cause. Company reserves the right to cancel and terminate Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (i) Customer refuses to furnish information or furnishes false information that is essential for billing, or pertains to Customer's creditworthiness or use of the Service and Products; (ii) Customer indicates that Customer will not comply with a request for security for the payment of Fees for the Service and Products; (iii) Customer's Monthly Service Charges exceed established parameters based on Customer's history of usage, which may indicate a likelihood of non-payment or fraud; (iv) Customer has been given notice by Company of any past due Fees and such amount remains unpaid, in whole or in part; (v) Customer refuses to pay Fees by the Due Date when billed for the Service and Products; (vi) Customer uses, or attempts to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use the Service by rearranging, tampering with, or making connections to the Service in an unauthorized manner, or using fraudulent means or devices; (vii) Customer acts in a manner that is threatening, obscene, or harassing to Company personnel; (viii) Customer is insolvent or has a petition in bankruptcy filed against it; (ix) Customer is adjudicated a bankrupt; (x) Customer makes a general assignment for the benefit of its creditors; (xi) Customer has a receiver, trustee or agent appointed with respect to its business or any significant portion thereof; (xii) Customer ceases to do business in any manner that would affect Company's performance under this Agreement; (xiii) Customer fails to comply with any applicable laws in connection with its activities under this Agreement; or (xiv) Customer is in breach of any other provision of an Agreement and fails to correct and cure such breach within thirty (30) days after the written notice of such default from Company ("Termination of Cause"). In addition, Company may cancel and terminate Service after thirty (30) days written notice if a third-party product supported by Company has been declared "end-of-life" by the manufacturer or if any customer

monitoring software required as part of existing services is not remediated within thirty (30) days written notice. Customer shall have the right to terminate this Agreement if Company is in material default of any provision of this Agreement and fails to correct and cure such breach within thirty (30) days after Customer provides written notice of such default ("Company Default"). (b) Termination Fees. Upon termination of this Agreement for any reason, Customer shall be obligated to pay to Company on demand all Fees and other amounts due up to the effective date of termination ("Outstanding Amounts"). If Fees are calculated on a monthly, quarterly or other periodic basis, then Customer shall be liable for the pro-rata portion thereof up to the effective date of termination. Upon a Termination for Cause by Company, or an early termination by Customer without cause ("Early Termination"), in addition to Outstanding Amounts, Customer also shall be obligated to pay to Company on demand all Fees and other amounts (including any residual amount) for the remainder of the Term that would have been paid had this Agreement not been terminated (such sum being the "Early Termination Fees" or "ETFs"). Upon a termination for a Company Default by Customer, no ETFs will be owed. (c) Effect of Termination. Upon termination or expiration of this Agreement, Customer will no longer have access to, or be able to use the Service and Products (other than Customer Equipment) except as Customer may require and Company shall allow, acting reasonably and in good faith, to facilitate Customer's move to another service. Upon termination or expiration of this Agreement, Customer is responsible for: (i) making any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in Customer Equipment and provided by Company as part of the Service (collectively, "Service Software") and any Company Equipment located at Customer's location available to Company for uninstallation and return to Company; and (ii) providing Company with access to Customer's location for the purpose of retrieving any Service Software and Company Equipment. Fees owed by Customer to Company for Services and Products shall continue under this Agreement until such time as Customer has notified Company in writing that Customer has made all such Service Software and Company Equipment available for retrieval by Company or has returned the same to Company as required pursuant to an Order. Company will make available to Customer any archive, backup, or copies of data for thirty (30) days after notice of termination, after which time said archive, backup, or copies of data will be deleted from Company systems and irrevocably lost.

1.23 FORCE MAJEURE. Neither party will be liable for any delay or failure in performance under this Agreement due to any cause that is beyond its reasonable control and for which it is without fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, cable cuts, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by such condition, unusually severe weather conditions, fuel or energy shortages, inability to secure products or services of other persons or transportation

facilities, acts or omissions of transportation common carriers, or other causes beyond a party's reasonable control, whether or not similar to the foregoing (collectively, "Force Majeure Events"). The parties agree that the party whose performance is affected by the Force Majeure Events shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Events. In the event the delay caused by a Force Majeure Event lasts for a period of more than thirty (30) days, the parties shall negotiate an equitable modification to this Agreement. If the parties are unable to agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either party will be entitled to serve thirty (30) days' notice of termination on the other party with respect to this Agreement.

1.24 ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, the Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customers shall not assign this Agreement or its rights hereunder without the prior written consent of the Company to such assignment. Any such transfer without such consent of the Company is void.

1.25 SITE REVIEW. Provision of Services may be subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect Company's ability to provide Services to the site, or the review may uncover that bandwidth upgrades are necessary to provide Services. In such cases, a new or amended Agreement may be required for Company to provide Services, such Agreement to be approved by both parties.

1.26 GOVERNING LAW. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of GEORGIA without regard to its conflict of laws principles. The provisions of this Section shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.27 COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations, and orders relating to this Agreement and the use of the Services and Products. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise, and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services and Products. Any fees, taxes or other lawful charges paid by Company in connection with the Products or use thereof or provision of the Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.28 NO SOLICITATION. During the Term of an Agreement and for a one (1) year period immediately following the termination or expiration of an Agreement, neither party shall, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer,

director, sole proprietor, or otherwise, solicit, participate in, or promote the solicitation of any employee of the other party to leave such employment, or hire or engage such employee; provided, however, that nothing in an Agreement shall prohibit either party from offering employment to or hiring any employee of the other party in response to notices of employment addressed to the general public and not to the other party's employees in particular. In the event either party violates this non-solicitation agreement, the violating party shall pay to the other party, as reasonable liquidated damages, an amount equal to one hundred fifty percent (150%) of the employee's annualized salary at the non-violating party, including bonuses.

1.29 INDEPENDENT CONTRACTOR; SUBCONTRACTOR. Company will perform all Services solely in Company's capacity as an independent contractor and not as an employee, agent or representative of Customer. Company will not be entitled to any privileges or benefits that Customer may provide to its employees. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under an Agreement, but Company shall at all times remain primarily liable to Customer under such Agreement. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under this Agreement, but Company shall at all times remain primarily liable to Customer under this Agreement. If Customer requests Company to utilize a Customer designated subcontractor or supplier for any of the Services or Products to be provided by Company, Customer shall provide to Company a written request for the same including any information reasonably required by Company and evidence of the insurance coverage required under this Agreement. Company shall have the right, acting in good faith, to accept or reject such Customer-designated subcontractor or supplier. Consent by Company to use a Customer designated subcontractor or supplier shall not constitute a waiver of any right of Company to reject defective subcontractor Services or Products, and Company shall retain all such rights under its subcontract.

1.30 INSURANCE. (a) General. Company and Customer each shall maintain reasonable insurance coverage through their respective carriers. Such insurance must include, at a minimum, general liability coverage in amounts of at least \$1 million per occurrence, \$3 million annual aggregate, and workers compensation coverage in amounts required by law. (b) Equipment. For any Company Equipment located at a Customer location, Customer shall maintain special form insurance against loss, theft or damage, in an amount not less than the new replacement value of the Equipment. Customer shall name Company as an additional insured/loss payee by policy endorsement. Customer shall deliver written evidence of such insurance satisfactory to Company prior to delivery of Company Equipment to Customer's location and thereafter within thirty (30) days of request. If Customer fails to obtain or maintain such insurance, Company will have the right, but not the obligation, to obtain insurance in such forms and amounts as Company deems reasonable to protect Company's interests, and the expense for said insurance shall be paid by Customer on demand by Company. Company will discontinue such

insurance (and refund to Customer any premiums refunded to Company) when Customer provides satisfactory evidence of the insurance required hereunder. For any Customer Equipment located at any Company location, Customer shall maintain special form insurance against loss, theft, or damage, in an amount not less than such Customer Equipment's new replacement value. Customer shall bear all risk of loss to Customer Equipment at any Company location.

1.31 WAIVER. No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, a party unless expressly set forth in writing and signed by such party's authorized representative. Customer expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage. Customer expressly agrees and acknowledges that reliance on any waiver without Company's written consent is unreasonable. Waiver by Company of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach. Company's approval or consent to any action proposed by Customer will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect Customer's obligation to strictly comply with this Agreement.

1.32 ENTIRE AGREEMENT. Subject to any Applicable Tariff, this Agreement correctly sets forth the entire agreement between Company and Customer with respect to the Services and Products to be provided by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control.

1.33 INTERPRETATION OF CONFLICTING TERMS. In the event of a conflict between or among the terms of the components of this Agreement, the following order of precedence shall control: if applicable, an Agreement Addendum, the SLA, the Master SLA, the Service Agreement, these Terms and Conditions, the Order and any other document made a part of the Agreement.

1.34 AMENDMENT. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

1.35 MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Products will be used primarily for commercial purposes and will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations

of remedies, the restrictions upon use of the Services and Products and the rights of Company to take action necessary to remain in compliance with any Applicable Tariff or license, including its right to retake possession of or disable the Services and Equipment, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Service.

1.36 NOTICES. Except as otherwise provided under an Agreement, all notices, demands, or requests to be given by a party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered (or the date of written refusal to accept delivery) in person, by courier service, by postage prepaid United States certified mail, return receipt requested, or electronic mail or fax with follow up copy by one of the other methods, and addressed to Customer at the address and contact specified in the Order, and if to Company, addressed to the General Manager, with a copy to General Counsel as follows:

BION Security
Attn: General Counsel
710 Dacula Road, Suite 4A
Dacula, Georgia 30019

1.37 EXCLUDED SERVICES. Company provides only those Services specified in an Order. During any disruption of Services, Company's investigation and response is limited to restoring only those Services being provided by Company. Company is not responsible for preserving forensic artifacts in the course of such investigation and response, and Company expressly disclaims all related liability. Company does not provide or perform (a) identification, collection, examination, and analysis of data for purposes other than restoration of Services ("Digital Forensic Services") or (b) containment and recovery from an incident outside of the work necessary to restore Services ("Incident Response Services"). As such, and notwithstanding anything to the contrary, Digital Forensic Services and Incident Response Services are specifically excluded from all Services purchased by Customer.

2. SPECIFIC TERMS APPLICABLE TO FIREWALL SERVICES. The following additional Terms and Conditions are applicable only to Firewall Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 3, with respect to Firewall Services only, the Terms and Conditions set forth in this Section 3 shall control.

3.1 DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions; (ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; or (iv) support for Firewall Services as described in this Agreement. "Firewall Services Equipment" means the servers and related components owned and

maintained by the Company that are utilized to provide Firewall Services under this Agreement.

3.2 FIREWALL SERVICES. Customers may purchase varying types and levels of Firewall Services and charges for Firewall Services will be separately itemized within the Monthly Services Charges set forth in this Agreement. Customers may utilize Company's portal to make modifications to Firewall Services, run certain reports, and perform certain administrative tasks in connection with Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

3.3 CUSTOMER OBLIGATIONS. Company will not provide any equipment for Customer's use of Firewall Services other than Firewall Services Equipment. Customer shall be solely responsible for its activities in using Firewall Services, including the activities of Company Parties, employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer Parties, or its employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of Firewall Services caused by such act. Customer understands that it may make a change request to Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

3.4 SUPPORT. Company will use commercially reasonable efforts to assist Customer through Customer's authorized contact(s) to resolve issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of Firewall Services with any specific configuration of hardware or software. Company encourages Customers to discuss any technical and compatibility issues with Company's technical support personnel.

3.5 DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of Firewall Services Equipment, in the event of a casualty event or cyberattack, Company does not guarantee the recoverability of any Customer data that is lost for any reason. For more information on collection, retention, and use of Customer information, please refer to Company's Privacy Policy at

<https://www.bionsecurity.com/resources/docs/business/resources/PrivacyPolicy>, the terms of which are incorporated herein by reference.

3.6 ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of Firewall Services, and the terms of this Agreement.

3.7 DISCLAIMER OF WARRANTIES. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

4. SPECIFIC TERMS APPLICABLE TO MANAGED INFORMATION TECHNOLOGY SERVICES.

The following additional Terms and Conditions are applicable only to managed IT Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 4, with respect to managed IT Services only, the Terms and Conditions set forth in this Section 4 shall control.

4.1 SERVICE CONDITIONS. (a) Outside Conditions. Customer acknowledges that certain conditions outside of Company's control may adversely impact the ability of Company to perform functions of certain managed IT Services. Examples of such conditions include, without limitation: (i) Customer task, software, scheduled job, or other human intervention, intentional or otherwise, renders portions, complete files, or complete file systems unavailable through the Service; (ii) failure of Customer software, operating systems, or equipment; and (iii) network connectivity issues between Customer devices and Company backup platform, when network connectivity is not provided as part of a 20 Company's Service. (b) Non-Exclusive, Non-Transferable Right. Customer shall have a nonexclusive, non-transferable right to use the managed IT Services solely for Customer's own internal business purposes for the Term and number of users or other applicable managed IT Service metrics specified in this Agreement. (c) Restrictions on Use. Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's or a named affiliates' internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; (iv) use the Service in any manner that threatens the integrity, performance or availability of the Service to others; (v) reverse engineer, decompile, or disassemble the Service; or (vi) use the Service to help design a competing or similar service. (d) Service Level Agreements. The service level agreements applicable to a particular Service include those service level and support services terms set forth in the Master SLA and the respective Service Level Agreement identified on the applicable Order. Additional terms and conditions applicable to a Service may be set forth in the respective Service

Level Agreement, which will be provided to Customer for its review and approval prior to the provision of any Services by Company. Customer's use of Services will be deemed acceptance of the terms of the Master SLA and Service Level Agreement.

4.2 CUSTOMER RESPONSIBILITIES. (a) Compatibility. It is Customer's responsibility to ensure that any version change planned on Customer's system is compatible with Company's hardware and software. Customer shall be fully responsible for providing to Company at Customer's own expense and in a timely manner, all security credentials necessary for Company to use and access Customer's system in connection with the Service. If Customer's system is not compatible with any Service, the parties will work together in good faith to develop and implement modifications, patches, workarounds, updates, upgrades, and any other commercially reasonable changes necessary or appropriate to achieve such compatibility. If after such efforts to achieve such compatibility have failed, Company shall have the right to terminate the Agreement for such Service with not less than thirty (30) days' written notice to Customer. (b) Software Rights. Customer has title to, or a license or other rights to use, access and modify, and has or will obtain for Company a right or license to use, access or modify, any Customer software or Third-Party Software that Customer has requested Company to use, access or modify as part of the Services. (c) Access to Resources. Customer shall supply Company with access to appropriate personnel, documentation, records, Customer's system and facilities as requested by Company from time to time in order for Company to perform and provide Services. (d) Internet Use. Where Company's Services include Internet access, Customer shall be solely responsible for providing and maintaining all computer equipment, software, cabling and telecommunications services necessary to access Internet Services.. (e) On-site Testing. Customer acknowledges that in the event of a support issue, Customer is responsible for on-site cooperative testing with Company's technical support to assist in the diagnosis of the problem. (f) Restrictions on Use. Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; or (iv) use the Service to help design a competing or similar service.

4.3 COMPLIANCE AND CONTROL REQUIREMENTS. Customer is responsible for providing Company with a documented list of compliance and control requirements, if any, that are expected to be outsourced to Company as part of an Agreement (collectively, "Controls"). In cases where all requested Controls cannot be covered, the Company will notify Customer in writing. Customer is responsible for notifying the Company of any Control evidence or audit assistance requirements. All such requests should be submitted in writing via e-mail and addressed to askus@bionsecurity.com. Company will provide information or assistance within seventy-two (72) hours of Customer's request.

5. SPECIFIC TERMS APPLICABLE TO SOFTWARE AND SECURE OFFICE SERVICES. The following additional Terms and Conditions are applicable only to software and secure office Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 5, with respect to software and secure office Services only, the Terms and Conditions set forth in this Section 5 shall control.

5.1 CUSTOMER ACKNOWLEDGEMENT. With respect to Customer's use of Microsoft Office 365 and Other Software Services, Customer acknowledges through execution of

this Agreement that Customer has read, understands, and agrees to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to <https://www.bionsecurity.com/resources/docs/SoftwareResellServiceAgreement.pdf>.

5.2 RIGHT TO MONITOR/AUDIT CLOUD SERVICES. In addition to Company's right to audit Customer's usage under 1.2(e) of this Agreement, Company may audit or monitor Customer's access to applicable services or environment for consistency under this Agreement and under the Software Resale Service Agreement. As a result of any such audit, if services that pose a financial liability to Company are identified as utilized by Customer but not invoiced to Customer, Company reserves the right to invoice Customer for previously unbilled services up to one (1) year from the audit.

6. SPECIFIC TERMS APPLICABLE TO PRODUCTS. The following additional Terms and Conditions are applicable only to Products purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 6, with respect to Products only, the Terms and Conditions set forth in this Section 6 shall control.

6.1 QUOTATIONS. Where this Agreement is used by Company to place a bid, the quotation stated herein is for prompt acceptance, and Company may change and/or withdraw without notice. Customer's prompt acceptance of all quotations is a material term of the bid and any subsequent Agreement. In cases where freight allowance is included in the quotation, Customer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Customer's shipping instructions.

6.2 DELIVERY. All prices are F.O.B. Vendor's plant, unless otherwise specified by Company in the Order. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt at Vendor's office of the purchase order. Acceptance of shipment by designated shipper, allocation of Products to Customer at premises other than the Company's, delivery to Customer's representative or designee, or mailing of an invoice to Customer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Customer, subject to Company's right of stoppage in transit and to any interest of Company reserved to secure Customer's payment or performance, irrespective of any freight allowance or prepayment of freight. Products held subject to Customer's instructions, Products for which Customer has failed to supply shipping instructions, or in any case where Company, in its sole discretion, determines any part of Products should be held for Customer's account, Company may invoice for Products and Customer agrees to make payment at the maturity of the invoice rendered. Products invoiced and held at any location for whatever reason shall be at Customer's risk and Company may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Customer and paid for at contract prices and terms. When Customer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Company may, at its option, give notice in writing to Customer that Company is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In the absence of directions, Products will be delivered by the method and via carrier Company believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Customer will furnish and pay for necessary labor to unload and store Products. Customer must report any shortages within three (3) days of receipt of the initial shipment, or claims will be waived.

6.3 LOSS OR DAMAGE IN TRANSIT. In no event shall Customer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Customer, Company, at its sole discretion, may agree as a service to Customer to process Customer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Company within five (5) days after the receipt of Products. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. Customer shall note loss or damage on truck shipments upon delivery ticket returned to Company, or such claims shall be waived.

6.4 PARTIAL SHIPMENTS; PARTIAL PAYMENT. Company may make partial shipments of Products and payment for that portion will be due as provided on Company's Order or invoice document based on time of shipment.

6.5 CANCELLATION; CHANGES; RETURNS. In the event of a proper cancellation, change or return request from Customer under this Agreement, Company may, at its option: (a) charge Customer for any costs Company incurred prior to or as a result of such cancellation, change or return; (b) revise its prices and delivery dates to reflect such change; and (c) accept returned Products for credit if, in Company's sole discretion, it finds such Products to be standard stock and in good condition. The credit will be, in Company's sole discretion, either the invoice price less a percentage to be determined by Company, along with shipping and handling charges to be determined by Company. All returned Products must be securely packed by Customer to ensure that returned Products are not damaged during shipment.

6.6 DELAY IN OR PREVENTION OF PERFORMANCE. If there is a delay in delivery or prevention of performance caused by any Force Majeure Event, Company will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price of Products to reflect increases occasioned by such Force Majeure Event. Customer's acceptance of any Products will constitute Customer's waiver of any claim for damages on account of any delay in delivery of such Products. If delivery is delayed or interrupted by Force Majeure, Company may store the Products at Customer's expense and risk and charge Customer a reasonable storage rate. If Company is delayed because it is awaiting Customer's approval or acceptance of designs, drawings, prints or engineering or technical data, or is awaiting Customer's approval or acceptance of Products, Company will be entitled to an adjustment in price commensurate with any increase in Company's production costs and any other losses and expenses incurred by Company attributable to such delays.

6.7 DEFERRED DELIVERY. If Customer requests a deferred delivery on any Order and Company approves in writing, Company may charge Customer for the completed portion of the Order and warehouse all other Products at Customer's expense and risk of loss. As to any uncompleted portion of an Order, Company may, at its option, cancel said uncompleted portion in accordance with Section 6.5 above or revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

6.8 SECURITY INTEREST. To secure Customer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Customer to Company under this Agreement, Customer hereby grants Company a first-priority security interest, prior to all other liens and encumbrances, in all Products purchased under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and

replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Customer acknowledges that the security interest granted under this Section 6.8 is a purchase-money security interest under the Uniform Commercial Code of the State of Mississippi. Company may file a financing statement for the security interest and Customer shall execute any statements or other documentation, if necessary, to perfect Company's security interest in Products. Customer also authorizes Company to execute, on Customer's behalf, statements or other documentation, if necessary, to perfect Company's security interest in Products. Company is entitled to all applicable rights and remedies of a secured party under applicable law.

6.9 CREDIT RISK ON RESALE TO END USERS. If Customer purchases Products for resale to end-users, Customer is responsible for all credit risks regarding, and for collecting payment for, all Products sold to third parties. The inability of Customer to collect the purchase price for any Products so resold does not affect Customer's obligation to pay Company for any Products on the terms set forth herein.

6.10 LIMITATION OF LIABILITY. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL COMPANY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, DOWNTIME OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES.

In any contract by Customer for resale of Products, Customer will effectively disclaim, as against Company, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of Products, and will exclude, as against Company, any liability for any punitive, special, incidental or consequential damages.

7. SPECIFIC TERMS APPLICABLE TO PROFESSIONAL SERVICES. The following additional Terms and Conditions are applicable only to Professional Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 8, with respect to Professional Services only, the Terms and Conditions set forth in this Section 8 shall control.

7.1 DEFINED TERMS. "Deliverables" means all documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of Company in the course of performing the Professional Services, including any items identified as such in an Order. "Milestone" means an event or task described in an Order which shall be completed by the relevant date set forth in the Order. "Pre-Existing Materials" means all documents, data, knowhow, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Professional Services, in each case developed or acquired by the Company prior to the commencement or independently of this Agreement.

7.2 PERFORMANCE OF PROFESSIONAL SERVICES. The Company is not required to perform the Professional Services during a fixed hourly or daily time. If the Professional Services are performed at the Customer's premises, the Company's time spent at the Customer's premises will be within the Company's sole discretion, subject to the Customer's normal business hours and security requirements. The Company shall not be

required to devote the Company's full time nor the full time of the Company's staff to the performance of the Professional Services. Except to the extent that the Company's work must be performed on or with Customer's equipment, systems, cabling, software, or facilities, all materials used in providing the Professional Services shall be provided by the Company.

7.3 COMPANY'S OBLIGATIONS. Company shall: (a) before the date on which Professional Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Professional Services; (b) comply with, and ensure that all Company personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to the provision of the Professional Services under this Agreement. During the Term, upon Customer's written request, Company shall allow Customer or Customer's representative to inspect and make copies of such records; provided that any such inspection shall take place during regular business hours no more than once per year and Customer provides Company with at least ten (10) business days' advance written notice; and (d) require all subcontractors to be bound by the confidentiality and intellectual property assignment or license provisions of this Agreement.

7.4 CUSTOMER'S OBLIGATIONS. Customer shall: (a) cooperate with Company in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "Customer Representative"); (b) provide such access to Customer's premises, and such office accommodations and other facilities as may reasonably be requested by Company, for the purposes of performing the Professional Services; (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Professional Services in accordance with the requirements of this Agreement; and (d) provide such information and access to Customer personnel as Company may request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and (e) obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Professional Services before the date on which the Professional Services are to start. If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, Customer personnel, or Customer's agents, subcontractors or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7.5 TERMINATION. In addition to the termination rights and obligations set forth in Section 1, either Party, in its sole discretion, may terminate this Agreement for Professional Services, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. Upon expiration or termination of this Agreement for any reason: (a) Company shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid and all materials delivered by Customer to Company; and (ii) promptly remove any Company equipment located at Customer's premises, and (b) Customer shall promptly pay to Company all amounts for Professional Services rendered to Customer. Each party shall (i)

return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; (ii) permanently erase all of the other party's Confidential Information from its computer systems; and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided, however, that Customer may retain copies of any Confidential Information, including Pre-Existing Materials, of Company solely to the extent necessary to allow it to make use of the Professional Services and any Deliverables.

7.6 ADDITIONAL PAYMENT TERMS. (a) Time and Material Basis. Where Professional Services are provided on a time and materials basis: (i) the fees payable for the Professional Services shall be calculated in accordance with Company's hourly fee rates for the Company personnel set forth in the Order; and (ii) Company shall issue invoices to Customer monthly for its Fees for time for the immediately preceding month; (b) Fixed Fee Basis. Where Professional Services are provided for a fixed price, the total Fees for the Professional Services shall be the amount set out in the Order. The total price shall be paid to Company in installments, as set out in the Order, and, where conditioned on the achievement of any Milestone, upon the occurrence of such Milestone. At the end of a period specified in the Order in respect of which an installment is due, Company shall issue invoices to Customer for the Fees that are then payable; and (c) Block Billing. Where Professional Services are provided on a block billing basis, Company shall invoice Customer upfront for a fixed block of hours at an hourly rate based on the pre-set block of hours selected by Customer in the Block Rate Agreement. Unused time expires 18 months from purchase.

END OF MASTER TERMS AND CONDITIONS

(Customer)

BION Security, LLC.

City of Dalton	BION Security, LLC dba BION Security
300 W. Waugh ST	710 Dacula RD, Suite 4A
Dalton, GA 30720	Dacula, GA 30019
_____	_____
Name: Annalee Sams, Mayor of City of Dalton	Name:
Date:	Date:



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

4/7/2025

AGENDA ITEM

Updated Service Agreement between the Dalton Police Department and Flock Group, Inc.

DEPARTMENT

Dalton Police Department

REQUESTED BY

Cliff Cason

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST: \$6,992.46

FUNDING SOURCE IF NOT IN BUDGET: 2020 SPLOST

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

THIS IS AN UPDATED SERVICE AGREEMENT BETWEEN THE CITY OF DALTON AND FLOCK GROUP, INC. TO ADD 3 ADDITIONAL FLOCK CAMERAS.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

flock safety

AMENDMENT

This amendment (“**Amendment**”) supersedes and amends the previously executed agreement between the Parties, dated 12/06/2023, relating to the provision of services by Flock Group Inc. (“**Flock**”) to GA - Dalton PD (“**Customer**”) and any schedules or exhibits attached thereto or incorporated therein by reference (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the “**Effective Date**”).

The Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Amendment will be prorated as of the Effective Date of this Amendment. Any prorated amounts provided are for recurring fees only and subject to change based on Effective Date. After the current Term, Customer shall pay the fees as set forth in the applicable product tables pursuant to payment terms indicated on the Order Form or prior Agreement.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$9,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
		Annual Recurring Subtotal:	\$9,000.00

Amendment Billing Schedule	
Year 1	\$6,992.46
Amendment Total	
	\$33,992.46
Annual Totals	
Year 1 of Amendment	\$6,992.46
New Annual Recurring	\$9,000.00
Existing Annual Recurring	\$18,000.00
Net Total Annual Recurring	\$27,000.00
<i>Year 1 total is an estimate based on amendment executed date of 05/07/2025</i>	

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed Agreement.

FLOCK GROUP, INC.

Customer: GA - Dalton PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____