MAYOR AND COUNCIL MEETING
TUESDAY, JANUARY 16, 2018
6:00 P.M.
DALTON CITY HALL

AGENDA

WORK SESSION - 5:30 P.M. - COUNCIL CHAMBER
1. Review of Agenda

REGULAR MEETING - 6:00 P.M. - COUNCIL CHAMBER
1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: (Please state Name and Address for the Record)
6. Unfinished Business:
   A. Ordinance - Second Reading:
      Ordinance 17-11
      To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of College Drive, Formerly Known As Holiday Avenue; To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Purposes Of Public Streets And Transportation; To Declare The Closing Of Such Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish An Effective Date; And For Other Purposes.

7. New Business:
   A. City of Dalton Service Agreements with the Dalton-Whitfield Community Development Corporation (DWCDC) for CHIP (Community Home Investment Program) Grant and CDBG (Community Development Block Grant) Program.

-CONTINUED-
B. Lease Agreement with JBM Office Solutions for Dalton Police Department

C. Moody’s Investors Service Application for City of Dalton Bond Rating in Association with Issuance of Dalton Public Schools Revenue Bonds.

D. Appointments:
   - Mayoral Appointments
   - Miscellaneous Appointments
   - Boards and Authorities Appointments

8. Supplemental Business

9. Adjournment
THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JANUARY 2, 2018

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the 3rd Floor
Conference Room of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood,
Tyree Goodlett and Gary Crews and City Attorney James Bisson and several department heads,
and newly elected Alderman Ward 2 Annalee Harlan.

Mayor Mock reviewed with the Council each of the items on the agenda. In addition to the
agenda items, the following was also discussed:

DISCUSSION OF TAD COMMITTEE RECOMMENDATION TO PROCEED WITH HULL
PROPERTY GROUP DALTON MALL PROJECT
CFO Cindy Jackson stated that on December 19, 2017, the TAD Committee voted to recommend
to the Mayor and Council that they adopt the agreement. Jackson submitted a copy of their
application and the score sheet. Jackson also stated that the Committee is working on the
Development Agreement with Hull Property Group and the intergovernmental Agreements with
the County and Dalton Public Schools.

ADJOURNMENT
There being no further business to come before the Mayor and Council, the Work Session was
Adjourned at 5:48 p.m.

__________________________________________
Bernadette Chattam
City Clerk

__________________________________________
Dennis Mock, Mayor

Recorded
Approved: _________
Posted: _________
The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Annalee Harlan, Tyree Goodlett, Gary Crews and City Attorney James Bisson.

PLEDGE OF ALLEGIANCE
Mayor Mock led the audience in the Pledge of Allegiance.

OATH OF OFFICE
City Attorney James Bisson administered the Oath of Office to the following:

Alderman Ward 2 - Annalee Harlan
Alderman Ward 4 - Gary Crews

PUBLIC COMMENTARY
There were no public comments.

APPROVAL OF AGENDA
On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council approved the agenda. The vote was unanimous in favor.

MINUTES
The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of December 18, 2017. On the motion of Alderman Wood, second Alderman Harlan, the minutes were approved as written and adopted. The vote was unanimous in favor.

ORDINANCE - SECOND READING
Ordinance 17-12
On the motion of Alderman Crews, second Alderman Goodlett, the Mayor and Council approved Ordinance 17-12 to Amend the 2001 Revised Code of The City of Dalton, Georgia; By Amending Chapter 96 Captioned: "Stormwater Management"; By Striking, Deleting And Repealing Section 96-12 Captioned: "Requirements For Stormwater Management Plan" In Its Entirety And Substituting In Lieu Thereof A New Section 96-12 Captioned: "Requirements For Stormwater Management Plan"; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.
AGREEMENT WITH DBT TRANSPORTATION SERVICES
The Mayor and Council reviewed the Agreement with DBT Transportation Services for Aviation Support and Maintenance Services of AWOS at Dalton Municipal Airport effective January 1, 2018 for a period of 2 years for weather dissemination services. On the motion of Alderman Goodlett, second Alderman Wood, the Council authorized the Mayor to execute the agreement. The vote was unanimous in favor.

THORNTON STORAGE, LLC - EASEMENT AND QUIT CLAIM DEED
The Mayor and Council reviewed the Easement Agreement between Thornton Storage, LLC and City of Dalton and also the Quit Claim Deed between City of Dalton and Thornton Storage, LLC. On the motion of Alderman Wood, second Alderman Harlan, the Mayor and Council approved both the Easement and the Quit Claim Deed for property near North Thornton Avenue. A copy of these documents are a part of these minutes. The vote was unanimous in favor.

DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATION
On the motion of Alderman Crews, second Alderman Goodlett, the Mayor and Council accepted the Dalton Whitfield Planning Commission recommendation and approved the Request of Juan Morales to rezone from Heavy Manufacturing (M-2) to General Commercial (C-2) a tract of land totaling 0.16 acres located at 308 S. Fredrick Street (Parcel 12-218-18-008). The vote was unanimous in favor.

RESOLUTION 17-20
A Resolution Of The Mayor And Council Of The City Of Dalton, Georgia To Approve The Bond Resolution Of The City Of Dalton Building Authority Authorizing The Issuance Of The City Of Dalton Building Authority Revenues Bonds (Dalton Public School System Project), Series 2018 In The Principal Amount Of Not To Exceed $14,300,000; To Authorize The Execution Of A Contract Between The City And The Authority; To Authorize The Mayor And Other Officers And Officials Of The City To Take Such Further Actions As Are Necessary To Provide For The Issuance And Delivery Of The Revenue Bonds Described Herein; And For Other Purposes. On the motion of Alderman Woods, second Alderman Crews, Resolution 17-20 was approved. The vote was unanimous in favor.

APPOINTMENTS
On the motion of Alderman Harlan, second Alderman Wood, the Mayor and Council tabled action on the following appointments:

- Mayoral Appointments
- Miscellaneous Appointments
- Boards and Authorities Appointments

The vote was unanimous in favor.
Mayor and Council
Minutes
Page 3
January 2, 2018

APPOINTMENT - CITY ADMINISTRATOR
On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council
appointed current Police Chief Jason Park as the City Administrator of the City of Dalton. The
vote was unanimous in favor.

ANNOUNCEMENTS
City Government Offices will be closed Monday, January 15, 2018 in observance of the Martin
Luther King, Jr. holiday. The next Mayor and Council Meeting will be held on Tuesday, January
16, 2018.

ADJOURNMENT
There being no further business to come before the Mayor and Council, the meeting was
adjourned at 6:13 p.m.

__________________________________________
Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: __________
Posted: __________
ORDINANCE 17-11

To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of College Drive, Formerly Known As Holiday Avenue; To Consider The Vacating And Abandonment Of The Public Interest In And To The Said Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Purposes Of Public Streets And Transportation; To Declare The Closing Of Such Section Of A Section Of College Drive, Formerly Known As Holiday Avenue For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton Except Utility Easements To Adjacent Property Owners; To Establish 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

Upon investigation and inquiry, the Mayor and Council find that the below described section of a Section of College Drive, formerly known as Holiday Avenue in the City of Dalton, Whitfield County, Georgia, as shown on the survey by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017 and pertaining to property in Land Lot No. 234 in the 12th District and 3rd Section, Whitfield County, Georgia, attached hereto as Exhibit “A” and made a part hereof, is no longer needed by the public for street or transportation purposes and to that extent no substantial public purpose is served thereby:

See Exhibit “B” attached hereto and incorporated herein by reference for complete description of said section of College Drive, formerly known as Holiday Avenue.

Section 2

Notifications to property owners located on the property described above to be closed has not been given since the adjoining property owners are the petitioners and the City of Dalton.

Section 3

The section of College Drive, formerly known as Holiday Avenue to be closed shall no longer be a part of the municipal street system of the City of Dalton and the rights of the public in and to those sections for public street, road and transportation purposes shall cease upon the effective date of this Ordinance.

Section 4
This Ordinance shall become effective after it has been published in two (2) public places within the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council.

Section 5

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility easements, of the City of Dalton in and to the section to be closed to those contiguous owners or their successors in title for the following consideration which has been paid to the City of Dalton: $130,000.00 paid by S&S Property Holdings, LLLP and $6,200.00 paid by 503 College Drive, LLC.

Section 6

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7

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 _____________________, 2018.

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 Alderman __________________, second by Alderman ___________________ and upon the question the vote is ____ ayes, ____ nays and the Ordinance is adopted.

ATTEST: ___________________________    MAYOR

_____________________________
CITY CLERK

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 “B”

Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 86.37 feet; thence north 11 degrees 03 minutes 02 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.

Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06
minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.
PETITION TO CLOSE ROAD

Comes now, S & S Land & Development, Inc. as Petitioner, and requests that the City Council of Dalton, Georgia declare that the portion of College Drive, formerly known as Holiday Avenue described in the within Petition abandoned so that said road will no longer be a part of the City Road System and the rights of the public in and to said sections of road, as a public road, will cease, to-wit:

1. Petitioner is the owner of real estate contiguous and abutting the east side of said public road which is requested to be closed.

2. The City of Dalton acquired title to the Property by deed of gift.

3. The road which Petitioners request the City Council of Dalton, Georgia to declare abandoned has been abandoned in fact as College Drive has been relocated westerly to accommodate a reconfigured interchange at the intersection of College Drive and Walnut Avenue.

4. The road which Petitioner requests the City Council of Dalton, Georgia to declare abandoned is not used by the public and no substantial purpose is served by the road.

5. The City Council of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (b) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road is no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.

6. No part of said road which Petitioner requests to be closed is located within the State Highway System.

7. Petitioner shows that the aforesaid road and the general location of said road is described in Exhibit “A”, for reference thereto.

WHEREFORE, Petitioner requests that any notice as required by law issued to property owners located on said road and that the public be notified of said petition; that the City Council of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment thereon upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.
This 15th day of December, 2017.

S&S Property Holdings, LLLP
By its General Manager
WLS Management, LLC

By: ____________________________ (Seal)
Lawrence W. Stocks, Jr., Manager
EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

BEGINNING at a point located in the south line of said Land Lot No. 234, said point being located south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet from a concrete monument located at the point of intersection of said Land Lot Line and the west right of way line of Interstate Highway No. 75; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet; thence north 55 degrees 41 minutes 49 seconds east a distance of 86.19 feet; thence north 24 degrees 30 seconds 10 seconds east a distance of 5.34 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the right (Radius 250.0 feet), an arc distance of 356.5 feet, said arc being subtended by a chord with a bearing of south 12 degrees 36 minutes 01 seconds east and a chord distance of 244.91 feet to the POINT OF BEGINNING.
Georgia, Whitfield County

IN RE: Closing of a portion of College Drive, formerly known as Holiday Avenue

WHEREAS, the above matter coming on for regular hearing by virtue of a Petition of S & S Land & Development, Inc. praying that a portion of College Drive, formerly known as Holiday Avenue be discontinued and abandoned; and

WHEREAS, it appearing that notice to all residents and persons owning or having an interest in the lands located in the area through which said road passes has been given personal notice of this Petition to close said road and notice of this hearing or to have acknowledged service thereof; and

WHEREAS, it appearing that the property owners or residents of adjacent property have offered no objection to the closing of the portion of the aforesaid road which is described in Exhibit “A” attached to this resolution and made a part hereof by reference thereto; and

WHEREAS, it further appearing that the portion of College Drive, formerly known as Holiday Avenue has ceased to be of use to the public to the extent that no substantial public purpose is served by the said road and any maintenance thereof would involve useless and unnecessary expenses to the City of Dalton;

NOW, THEREFORE, it is hereby ordered that the portion of College Drive, formerly known as Holiday Avenue described above be closed, discontinued and abandoned and the land encompassed within said road revert to S & S Land & Development, Inc., upon payment by S & S Land & Development, Inc. of the sum of $130,000.00 said discontinuance and abandonment of said public roadway purposes be affective from this date.

Let the Petition, Notice, and Order be certified by duly recording the same of the minutes of the Mayor and Council of the City of Dalton, Georgia.

This ______ day of ________________, 2017.

City of Dalton, Georgia

By: ____________________________
   Mayor

Attest: __________________________
       Clerk
EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

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PETITION TO CLOSE ROAD

Comes now, **503 College Drive, LLC** as Petitioner, and requests that the City Council of Dalton, Georgia declare that the portion of College Drive, formerly known as Holiday Avenue described in the within Petition abandoned so that said road will no longer be a part of the City Road System and the rights of the public in and to said sections of road, as a public road, will cease, to-wit:

1. Petitioner is the owner of real estate contiguous and abutting the east side of said public road which is requested to be closed.

2. The City of Dalton acquired title to the Property by deed of gift.

3. The road which Petitioners request the City Council of Dalton, Georgia to declare abandoned has been abandoned in fact as College Drive has been relocated westerly to accommodate a reconfigured interchange at the intersection of College Drive and Walnut Avenue.

4. The road which Petitioner requests the City Council of Dalton, Georgia to declare abandoned is not used by the public and no substantial purpose is served by the road.

5. The City Council of Dalton, Georgia has authority pursuant to O.C.G.A. § 32-7-2 (b) to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road is no longer a part of the City of Dalton road system and the rights of the public in and to said section of road as public road shall cease.

6. No part of said road which Petitioner requests to be closed is located within the State Highway System.

7. Petitioner shows that the aforesaid road and the general location of said road is described in Exhibit “A”, for reference thereto.

**WHEREFORE**, Petitioner requests that any notice as required by law issued to property owners located on said road and that the public be notified of said petition; that the City Council of Dalton, Georgia proceed to declare said road no longer a part of the City of Dalton road system and to certify the abandonment therein upon its minutes accompanied by a plat or sketch of the section of the road to be closed; that the rights of the public in and to said section of road as a public road cease; and that a deed for said road to be delivered to the adjoining property owners.
This 1st day of December 2017.

503 College Drive, LLC

By: __________________________(Seal)
Manager
EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 86.37 feet; thence north 11 degrees 03 minutes 02 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.
Georgia, Whitfield County

IN RE: Closing of a portion of College Drive, formerly known as Holiday Avenue

WHEREAS, the above matter coming on for regular hearing by virtue of a Petition of 503 College Drive, LLC praying that a portion of College Drive, formerly known as Holiday Avenue be discontinued and abandoned; and

WHEREAS, it appearing that notice to all residents and persons owning or having an interest in the lands located in the area through which said road passes has been given personal notice of this Petition to close said road and notice of this hearing or to have acknowledged service thereof; and

WHEREAS, it appearing that the property owners or residents of adjacent property have offered no objection to the closing of the portion of he aforesaid road which is described in Exhibit "A" attached to this resolution and made a part hereof by reference thereto; and

WHEREAS, it further appearing that the portion of College Drive, formerly known as Holiday Avenue has ceased to be of use to the public to the extent that no substantial public purpose is served by the said road and any maintenance thereof would involve useless and unnecessary expenses to the City of Dalton;

NOW, THEREFORE, it is hereby ordered that the portion of College Drive, formerly known as Holiday Avenue described above be closed, discontinued and abandoned and the land encompassed within said road revert to 503 College Drive, LLC, upon payment by 503 College Drive, LLC of the sum of $6,200.00 said discontinuance and abandonment of said public roadway purposes be affective from this date.

Let the Petition, Notice, and Order be certified by duly recording the same of the minutes of the Mayor and Council of the City of Dalton, Georgia.

This ______ day of ____________, 2017.

City of Dalton, Georgia

By: ________________________________
   Mayor

Attest: ______________________________
   Clerk
EXHIBIT “A”

All that tract or parcel of land lying and being in Land Lot No. 234 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared by Max Randall Compton, Georgia Registered Land Surveyor No. 2584, dated October 27, 2017, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a concrete monument located at the point of intersection of the south line of said Land Lot No. 234 and the west right of way line of Interstate Highway No. 75; thence south 88 degrees 06 minute 56 seconds west, as measured along the south line of said Land Lot No. 234, a distance of 14.01 feet; thence north 84 degrees 32 minutes 32 seconds west a distance of 110.79 feet; thence north 01 degrees 41 minutes 24 seconds east, as measured along the east right of way line of College Drive as relocated, a distance of 33.17 feet; thence running in a northerly direction, as measured along the east right of way line of College Drive as relocated, along an arc to the left (Radius 220.99 feet), arc distance of 70.45 feet, said arc being subtended by a chord with a bearing of north 06 degree 57 minutes 18 seconds west and a chord distance of 70.15 feet; thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 72.78 feet, to the TRUE POINT OF BEGINNING of the tract of land herein described; FROM THE TRUE POINT OF BEGINNING, thence north 07 degrees 06 minutes 51 west, as measured along the east right of way line of College Drive as relocated, a distance of 86.37 feet; thence north 11 degrees 03 minutes 02 west, as measured along the east right of way line of College Drive as relocated, a distance of 208.08 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 479.62 feet), an arc distance of 250.82 feet, said arc being subtended by a chord with a bearing of south 25 degrees 39 minutes 14 seconds east and a chord distance of 247.97 feet; thence running in a southerly direction, as measured along the original right of way line to Old College Drive as abandoned, along an arc to the left (Radius 395.53 feet), an arc distance of 22.93 feet, said arc being subtended by a chord with a bearing of south 38 degrees 58 minutes 28 seconds east and a chord distance of 22.93 feet; thence south 55 degrees 41 minutes 49 seconds west a distance of 86.19 feet to the POINT OF BEGINNING.
MEMORANDUM

TO: Benny Dunn, Public Works Director
    Jason Parker, Police Chief
    Todd Pangle, Fire Chief
    Jim Bisson, City Attorney
    Tom Bundros, CEO, Dalton Utilities

FROM: Kimberley Witherow

RE: Street Closing/Quit Claim Request
    Portion of College Drive/Holiday Avenue

DATE: December 5, 2017

Enclosed for your consideration is a street closing/quit claim request for a portion of College Drive, formerly known as Holiday Avenue. Please review the documents and return written comments stating approval/disapproval to this office no later than December 14, 2017. A street closing sign notice has been posted on the property and a public notice is being advertised. A first reading on the closing request was held at the December 4th Mayor and Council meeting and a second reading will be held at the December 18th meeting. Thank you for your assistance in this process and please call me should you have any questions.
December 13, 2017

Mr. Dennis Mock
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Street Closing/Quit Claim Request
    College Drive/formerly known as Holiday Ave.

Dear Mayor Mock:

As requested in your December 5, 2017, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for a portion of College Drive. The following paragraphs will detail our response and contingent approval of the closure.

Dalton Utilities currently maintains electrical, natural gas, water, sewer and telecommunications services along this portion of College Drive. These utility lines must remain in place in order to maintain the level of service currently needed by utility customers. Therefore, it is imperative that we are provided with a permanent access and utility easement for future maintenance and/or replacement of this critical infrastructure. It is also important to note that no permanent structure may be constructed above any of the below ground utility lines (natural gas, water and sewer).

Electric and Fiber Optic: Electrical and fiber optic infrastructure is currently above ground type construction along this portion of College Drive. We understand that the potential future development of this property might require relocation of a portion of these lines and those costs will be passed along to the developer as per normal procedures.

Natural Gas: The existing natural gas line that runs parallel to College Drive must remain in service as it feeds the gas line that runs under I-75 and is a major feed to the commercial customers along W. Walnut Avenue.

Water and Sewer: Both of these utility lines will remain in place along the closed section of College Drive, provided that an easement is allowed for future maintenance and replacement of these lines as necessary. Again, similar to the above referenced natural gas line, both of these utility lines also run under I-75 and cross this section of property to...
be sold to the adjacent property owner. These lines are critical to maintain utility service to customers on both sides of the Interstate along Walnut Avenue and surrounding area(s).

Our approval of the road closure is contingent upon the retention of a permanent access and utility easement as noted previously. It would be prudent of the potential land owner to familiarize himself with the location of these utility lines and the impact that his development plans could have on these utilities. Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dartil.com should any questions arise or if we may be of assistance.

Sincerely,

Mark Buckner

Cc: Tom Bundros
DATE: December 11, 2017

TO: Kimberley Witherow, Administration Department

SUBJECT: Street Closing/Quitclaim Request
Portion of College Drive/formerly known as Holiday Avenue

Please be advised that the Public Works Department has no objections to the proposed closing of a portion of the subject street as described in your correspondence dated December 5, 2017, provided the following conditions are met:

(1). Access to this property will be from the existing driveway located left of Station 12+36 on the College Drive Relocation Plans. No driveway access will be granted between this driveway and Dug Gap Battle Drive.

(2). Provide Driveway Easement for access to Chilli’s and other internal properties at the above driveway location.

Benny J. Dunn
Public Works Director
December 5, 2017

Dalton City Administrators Office
Kimberly Witherow
300 W. Waugh St.
Dalton, GA. 30720

Re: Street Closing/Quitclaim Request (Portion of old College Dr.)

Greetings,

The requested street closing poses no known undesirable conflicts with Dalton Fire Department’s ability to provide proper fire protection in the area. Therefore, we would accept the requested closure.

Respectfully,

Jeffery Dugger
Fire Marshall
City of Dalton
January 11, 2018

Mayor and Council of Dalton
300 West Waugh Street
Dalton GA 30720

Dear Mayor and Council:

I have reviewed the request for a street closing/quit claim for a portion of College Drive/Holiday Avenue. Upon review, I recommend approval from a public safety and law enforcement perspective. This change will not negatively impact the delivery of police services in this area.

Please contact me if you have questions.

Best Regards,

Jason Parker
Chief of Police

fp

cc: Assistant Chief Cason
City of Dalton

Services Agreement for CHIP (Community Home Investment Program) Grant

This Agreement is entered into as of the ___ day of __________, 2018 by and between the Dalton-Whitfield Community Development Corporation ("DWCDC"), a Georgia not for Profit Corporation, and the City of Dalton ("City"), a Georgia municipal corporation.

WITNESSETH

Whereas, the City desires to engage DWCDC to render client outreach, application processing, translation, work write-ups, environmental assessments, document preparation, and client file maintenance for the administration of the City’s 2014 CHIP Program; and

Whereas, DWCDC desires to provide such services on the terms and conditions set forth below.

Now therefore, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **DWCDC Services for Consulting Services**
The City hereby agrees to engage DWCDC for services as noted in Attachment A, attached hereto and made a part hereof.

2. **Time of Performance**
This Agreement covers the period starting the 1st day of January, 2018, and will terminate on the 31st day of December, 2018 unless the City elects to have DWCDC complete unfinished service, in which event this Agreement will terminate upon the completion of such service.

3. **Compensation and Payment**
The City shall pay DWCDC for such services in accordance with Attachment A, attached hereto and made a part hereof. The City agrees to pay DWCDC following receipt of a detailed invoice presented on a monthly basis reflecting the actual work performed by DWCDC.

4. **Termination of Cause**
The City may terminate this Agreement for cause upon ten (10) days prior written notice to DWCDC for default in the performance of any terms of this Agreement. Such
termination shall be without prejudice to any of the City of Dalton rights or remedies by law.

5. **Termination for Convenience**
   The City may terminate this Agreement for its convenience at any time by written notice to DWCDC. In the event of the City’s termination of this Agreement, DWCDC will be paid for those services actually performed as of the date of termination. Partially completed performance of the Agreement will be compensated upon a signed statement of completion submitted by DWCDC that itemizes each element of the performance.

6. **Conflict of Interest**
   DWCDC agrees to avoid all instances wherein there might be a potential and/or actual conflict of interest regarding the subject matter of this Agreement. In no instance will any staff member of DWCDC perform any other work for the City outside the scope of this Agreement.

7. **Applicable Law**
   Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law.

8. **Assignment**
   DWCDC shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement, or any monies due to become due hereunder, without the prior written consent of the City.

9. **Indemnification**
   To the fullest extent permitted by law, DWCDC shall, at its sole cost and expense, indemnify and hold harmless the City from all claims and liabilities arising out of, or resulting from, the performance of this Agreement.

10. **Relationship**
    The parties agree that DWCDC is carrying out its obligations hereunder as an independent contractor and not as an agent of the City. DWCDC shall not have the power to bind the City of Dalton.

(Signatures on following page.)
In witness whereof, the City of Dalton and Dalton Whitfield Community Development Corporation have executed this Agreement on the date and year above written.

CITY OF DALTON

By: ____________________________
    Dennis Mock, Mayor

Attest: __________________________
        Bernadette Chattam, City Clerk

DALTON WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

By: ____________________________
    Jennifer Shearin, Executive Director
**ATTACHMENT A:**

Schedule of Services

Services to be provided for the grant year June 1st – May 31st:

1. Market the CHIP rehab program to perspective applicants
2. Provide language translation and hearing impaired services
3. Set-up fair and equitable application in-take process
4. Pre-qualify the applicant
5. Submit list of qualified applicants to the City for approval
6. Prepare required CHIP loan documents and submit to City’s legal council for approval
7. Tier 2 environmental review for each house
8. Obtain and/or prepare work write up with assistance of Whitfield County Building Inspectors office
9. Assist Gilbert and Associates, as needed, with contractor bid packets, bid scoring, pre-construction meeting, and preparation of the construction contracts to be submitted to the City for approval
10. Obtain copy of homeowner’s insurance policy and verify that the City has been added as an “additional insured” before any work is started
11. Conduct, with the assistance of the Whitfield County Building Inspectors office, all inspections to ensure compliance with the required standards
12. Assist Gilbert and Associates and the City of Dalton with any other documentation as needed for CHIP/HUD reports

Fee: $1,500.00 per project X 8 houses = $12,000.00
Fee paid on completion of each project
City of Dalton

Services Agreement for CDBG (Community Development Block Grant) Program

This Agreement is entered into as of the ___ day of __________, 2018 by and between the Dalton-Whitfield Community Development Corporation ("DWCDC"), a Georgia not for Profit Corporation, and the City of Dalton ("City"), a Georgia municipal corporation.

WITNESSETH

Whereas, the City desires to engage DWCDC to render certain data collection, translation, and outreach services for the administration of the City’s CDBG Program; and

Whereas, DWCDC desires to provide such services on the terms and conditions set forth below.

Now therefore, in consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **DWCDC Services for Consulting Services**
   The City hereby agrees to engage DWCDC for services as noted in Attachment A, attached hereto and made a part hereof, on an “as needed” basis.

2. **Time of Performance**
   This Agreement covers the time period starting the 1st day of January, 2018, and will terminate on the 31st day of December, 2018 unless the City elects to have DWCDC complete unfinished service, in which event this Agreement will terminate upon the completion of such service. DWCDC shall not undertake any service described on Attachment A until it has received written notice to proceed as to each such service from the City.

3. **Compensation and Payment**
   The City shall pay DWCDC for such services in accordance with Attachment B, attached hereto and made a part hereof. The City agrees to pay DWCDC following receipt of a detailed invoice presented on a monthly basis reflecting the actual work performed by DWCDC.

4. **Termination of Cause**
   The City may terminate this Agreement for cause upon ten (10) days prior written notice to DWCDC for default in the performance of any terms of this Agreement. Such termination shall be without prejudice to any of the City of Dalton rights or remedies by law.
5. **Termination for Convenience**
The City may terminate this Agreement for its convenience at any time by written notice to DWCDC. In the event of the City’s termination of this Agreement, DWCDC will be paid for those services actually performed as of the date of termination. Partially completed performance of the Agreement will be compensated upon a signed statement of completion submitted by DWCDC that itemizes each element of the performance.

6. **Conflict of Interest**
DWCDC agrees to avoid all instances wherein there might be a potential and/or actual conflict of interest regarding the subject matter of this Agreement. In no instance will any staff member of DWCDC perform any other work for the City outside the scope of this Agreement.

7. **Applicable Law**
Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law.

8. **Assignment**
DWCDC shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement, or any monies due to become due hereunder, without the prior written consent of the City.

9. **Indemnification**
To the fullest extent permitted by law, DWCDC shall, at its sole cost and expense, indemnify and hold harmless the City from all claims and liabilities arising out of, or resulting from, the performance of this Agreement.

10. **Relationship**
The parties agree that DWCDC is carrying out its obligations hereunder as an independent contractor and not as an agent of the City. DWCDC shall not have the power to bind the City of Dalton.

(Signatures on following page.)
In witness whereof, the City of Dalton and Dalton Whitfield Community Development Corporation have executed this Agreement on the date and year above written.

CITY OF DALTON

By: __________________________
    Dennis Mock, Mayor

Attest: _________________________
        Bernadette Chattam, City Clerk

DALTON WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

By: __________________________
    Jennifer Shearin, Executive Director
ATTACHMENT A:

2017-2018 Schedule of Services

Services to be provided for each Grant Year of July 1st-June 30th:

1. Fair Housing Education and community outreach.
2. Continuum of Care/Homeless Needs information and tables.
5. Translate documents to Spanish and provide a Spanish translator as need for public meetings.
6. Assist with other Fair Housing reports and data as requested
7. Provide input at public meetings on housing needs.
8. Assist with any other reporting as required by HUD/CDBG program.
ATTACHMENT B:

Dalton Whitfield Community Development Corporation fee schedule for the City of Dalton Community Development Block Grant (CDBG) Program, Fair Housing documentation/education, and other planning services.

The CDBG program year is July 1st - June 30th.

1. Fair Housing Education and community outreach.
   a. 5 Sharing is Caring Classes
   b. Homeless Connect Outreach (January 24, 2018) 80 hours
   c. Point and Time Count (January 22, 2018) 30 hours
   
   a. Con Plan-write 3 sections-listed above (every 5 years)
      (2 hours annually) 2 hours
   b. Annual Action Plan- 3 sections listed above (annually) 2 hours
   c. CAPER-numbers for persons served, summary of housing needs. Collect accomplishment data on Housing Needs, Public Housing, and Barriers to Fair Housing for the Consolidated Annual Performance and Evaluation Report (CAPER). 5 hours

3. Translate documents to Spanish and provide a Spanish translator as need for public meetings.
   a. Average of 4 newspaper ads (1.5 hrs each) 6 hours

4. Assist with other Fair Housing reports and data as requested 5 hours

5. Provide input at public meetings on housing needs.
   a. State housing meetings (8 per year)
      6 Balance of State board meetings
      1 GICCH retreat- if we have $$ in our budget
      1 Georgia State Homeless Coalition
   b. Unidos US (fka.LaRaza) Meetings (15 per year)
      12- Attend monthly regional meetings
      1 NHN Annual meeting
      1 Leadership Conference
      1 Unidos US Learning Expo 88 hours

Total hours for joint Whitfield Cty, Murray Cty, and the City of Dalton activities: 274 hours

33% of the joint activity hours: 90.50 hours
City of Dalton CDBG hours (in bold) 20.00 hours
Rate of $75.00/hour $8,287.50
January 11, 2018

Mayor and Council of Dalton
300 West Waugh Street
Dalton GA 30720

Dear Mayor and Council:

Please accept this letter as a request to approve the attached contract between JBM Business Solutions and the City of Dalton Police Department. Our current copier in Records is being leased from JBM Office Solutions, the same company that has the contract with the City of Dalton. The lease expires this month for our current copier and the item is due for an upgrade. We will be transitioning from a Konica Minolta Bizhub 554 to a Konica Minolta Bizhub 558e. The new unit will be a 4-year lease with the same service option and has been offered at a savings of $33.41 per month, and $400 per year over the current unit. The new unit cost will be $185.06 per month. This lease is renewable every twelve months.

The funds for this item are already included in the police department budget.

Please contact me if you have any questions.

Best Regards,

William C. Cason
Assistant Chief of Police

fp
# LEASE AGREEMENT

**Effective Date:** January 11, 2018

**Lessee:** City of Dalton Police Department

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<th>Address (equipment location)</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>County</th>
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<td>GA</td>
<td>30720</td>
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<table>
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<th>Quantity</th>
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**MONTHLY LEASE PAYMENTS OF $185.06**

Includes all taxes, parts, labor, drum and developer; excludes paper and staples. Billed at .0085.

**FMV**

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**LEASE AGREEMENT AND FEES:** For and in consideration of the monthly lease payments shown above, Jarrett's Business Machines agrees to lease to City of Dalton Police Dept. City of Dalton Police Dept. agrees to lease from Jarrett's Business Machines, the equipment described above. This lease agreement will begin on the date the equipment is delivered to you. This lease is non-cancellable for the full lease term. You understand we are acquiring the equipment based on your unconditional acceptance of it and your promise to pay us under the terms of this lease.

**EQUIPMENT USE AND REPAIR:** You shall keep the equipment in good working order and not move it without our written acknowledge. Except for normal wear and tear, you are responsible for any damage or loss to the equipment.

**DEFAULT:** If you do not pay any sum by its due date, or 20 days from the due date, or you breach any term of this lease or any other agreement with us, you will be in default. If you default, we may require that you 1) return the equipment to us; 2) pay all past due amounts under this lease; and 3) pay all future amounts owed for the unexpired term. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date until paid.

**AGREEMENT:** You have no right to sell, assign or sub lease the equipment or this lease.

**TITLE:** In the event of a default, title to the equipment shall revert to us free and clear of any rights or interests you may have in the equipment.

---

This agreement is non-cancelable for the full lease term.

LEASER (By authorized representative):

Signature: [Signature]

Date: [Date]

LESSEE (As stated above—by its undersigned authorized representative):

Signature: [Signature]

Date: [Date]
Thank you for contacting Moody's. In connection with our rating services, we require agreement to the following terms and conditions:

A. USAGE
When used in this Application:

1. **Moody's.** "Moody's", "we", "our" and "us" refer to the Moody's entity specified above and its group companies and all directors, officers and employees of that entity and its group companies.

2. **"Moody's Group"** refers to Moody's and its agents.

3. **Credit Rating.** "Credit rating" or "rating" refers to an opinion regarding the creditworthiness of: (1) a debt, financial obligation, debt security, preferred share or other financial instrument (each, an "issue"); or (2) an entity, assigned using an established and defined ranking system of rating categories. Moody's credit ratings do not address any other risk, including: liquidity risk, market value risk, or price volatility. Any rating must be construed solely as a statement of opinion and not a statement of fact. A credit rating is not an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act. In relation to the issue, the issuer ("you") or the transaction (the "Transaction") to which this Application relates or otherwise in connection with any associated transaction, entity, or matter. References in this Application to "rating" or "credit rating" also encompass any related RAC (defined below) and the terms of this Application will apply to any such RAC.

4. **Application.** "Application" refers to these written terms and conditions, the Authorization Form and all schedules (including all Fee Schedule(s)), appendices and exhibits attached, each as may be amended, supplemented or modified from time to time.

B. APPLICANT WARRANTIES AND COVENANTS

1. **Rating Information.** You agree to provide (or cause to be provided to Moody's) all information relevant for the purposes of assigning and, on an ongoing basis, for the purposes of monitoring, the rating(s) requested under this Application. We rely on such information, including information obtained by Moody's from third parties where such information has been provided to such third parties by or on behalf of you or the Issuer. We will not be obliged to you to independently verify, audit or validate any such information. You warrant that you have undertaken all reasonable due diligence in respect of such information and all such information is in all respects true, accurate, complete and not misleading. You warrant that you have all legal rights and have obtained all consents necessary to disclose such information to Moody's. Finally, you also warrant that such information is not subject to any restrictions that would prevent Moody's use of such information in connection with its rating processes. You agree that you are solely responsible and liable for the quality of such information.

2. **Use of Information.** We may use any information provided in connection with Moody's general business activities. We may also aggregate and/or transform any information provided so that it cannot be associated with any issuer and publish, distribute or use such aggregated or transformed information as part of Moody's general business activities.

3. **Fees.** You agree to pay or cause to be paid all relevant fees under the Fee Schedule(s) included in this Application. Moody's reserves the right to revise this Application.

4. **Economic and Trade Sanctions Warranty.** You represent and warrant that:
(a) none of: (i) you; (ii) any officer or director of yours; (iii) any person that owns (50% or more) or directly or indirectly controls you or the Issuer (a "Controlling Entity"); or (iv) any person that is owned (50% or more) or controlled by, directly or indirectly, you or the Issuer is subject to asset freeze sanctions ("Sanctions"), including the U.S. List of Specially Designated Nationals and Blocked Persons and the UK Consolidated Financial Sanctions List (collectively, the "Sanction Lists"), that are imposed by the United States, the European Union or the United Kingdom;

(b) none of you, the Issuer or any Controlling Entity is: (i) organized, headquartered or, if a natural person, ordinarily resident in, a country subject to comprehensive economic or trade sanctions imposed by the United States, which currently includes Cuba, North Korea, Iran, Syria, and Sudan ("Sanctioned Countries"); or (ii) a governmental instrumentality of a Sanctioned Country;

(c) neither you nor your group companies, if any, derive a material portion of its or their profits or revenues from business involving Sanctioned Countries;

(d) this Application relates neither to any transaction involving the provision of security services, directly or indirectly, to, nor any investment involving or benefitting, Burma’s Ministry of Defense, any armed group for any activity in Burma, or any entity 50% or more owned by such entities;

(e) upon due and reasonable diligence, no person that is subject to Sanctions, on a Sanctions List or organized, headquartered, or ordinarily resident in a Sanctioned Country currently has any direct or indirect interest in any asset that forms all or part of the collateral underlying any issue related to this Application; and

(f) upon due and reasonable diligence, no asset that forms all or part of the collateral underlying any issue related to this Application originated from or relates to commerce involving or benefitting any Sanctioned Country.

You also agree to promptly notify Moody’s if you learn that these circumstances have changed. If we determine that we are prohibited under any applicable law or regulation from providing services under this Application, we may cease work and will not be obliged to produce any work product or other information developed by any part of the Moody’s Group in connection with such services.

5. Use of Rating for Intended Purpose Only. You will only use the requested rating for its intended purpose and will not, for example, represent an issuer rating as a securities rating.

C. Moody’s Reservation of Rights and Disclaimers

1. Rating Actions. Moody’s rating(s) or any corresponding outlook, if assigned, are subject to revision, suspension or withdrawal, or may be placed on review, by us at any time, without notice, in our sole discretion. Notwithstanding anything to the contrary contained in this Application, Moody’s reserves the right to publish any rating with respect to you or any of your securities at any time without consent from you, or any other party, whether or not this Application is in effect. We are an independent rating agency and may determine, apply and amend our methodologies in our sole discretion from time to time. Moody’s will not be obliged to opine whether certain specified events or amendments to the Transaction’s structure or documentation will result in a change in, or withdrawal of, any related rating(s) (such opinion, in whatever form, along with any information or feedback relating to it, a “RAC”). Moody’s may, in its sole discretion, determine not to issue a rating or take any other rating action under this Application for any reason, including if the information requested in the Authorization Form with respect to the payor is not provided in a timely manner. You will ensure that Moody’s is provided with prompt written notice of any change in the payor information set forth in the Authorization Form or otherwise provided by you to Moody’s, including, without limitation, any such change made on or after the closing of the issue. This notice will be sent to PayorUpdate@moody's.com (or any other e-mail address as Moody’s instructs you hereafter).
2. **Disclaimer of Advice.** We are not: (a) providing any financial, legal, tax, advisory, consultative or business services; or (b) advising on structuring, drafting or negotiating transaction documentation. You and the Issuer should each take independent legal, tax, financial and other advice when structuring, negotiating and documenting transactions. You agree that neither a rating nor any discussions with Moody's analysts constitutes advice on business operations.

3. **Disclaimer of Warranties.** ALL INFORMATION, INCLUDING RATINGS AND OTHER COMMUNICATIONS, PROVIDED BY MOODY’S RELATING TO YOU, THIS APPLICATION, THE ISSUE OR THE TRANSACTION IS PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. IN PARTICULAR, NEITHER MOODY'S NOR ITS AGENTS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH INFORMATION OR COMMUNICATION.

4. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Application, to the extent permitted by applicable law:

   (a) no one in the Moody’s Group will be liable in contract, tort (including negligence), statutory duty or otherwise to anyone (including you and the Issuer) for any loss, liability, claim, injury or cost, whether direct or indirect and however caused (including by any contingency within or beyond the control of anyone in the Moody’s Group), arising from or in connection with this Application, the Transaction or Moody’s services including:

      (i) the procuring, compilation, analysis, interpretation, communication, dissemination, or delivery of any information or rating;
      (ii) the withdrawal of any rating and any associated disclosure;
      (iii) the inability to issue or monitor a rating due to legislative, judicial or administrative decisions;
      (iv) any change in Moody's methodologies;
      (v) any unauthorized publication, unauthorized use or any misuse of the rating by you; or
      (vi) reliance by you on the rating or other communication provided by Moody’s, and

   (b) in any event, the aggregate liability of the Moody’s Group for any reason whatsoever related to this Application, the Transaction or our services will not be more than the greater of: (i) the total amount paid by either you and/or the Issuer for the relevant rating(s) during the 12 months prior to the breach; or (ii) US $50,000 (or the equivalent amount in this Application’s billing currency);

   provided that nothing in this Application attempts to limit or exclude Moody’s liability for fraud, willful misconduct or any other type of liability that under applicable law cannot be limited or excluded.

D. **MOODY’S POLICIES**

1. **Offering Documents.** Regardless of any past communications or dealings between you and Moody’s, we do not consent to or authorize any disclosure of, reference to (including by hyperlink), or other use in any registration statement, offering circular or prospectus (each, an “Offering Document”) of any Moody’s rating(s), report(s), other disclosures or any information relating to Moody’s preparation of such rating(s), report(s) or disclosures. The preceding sentence does not prohibit the disclosure of, reference to, or other use of, any Moody's rating(s) in an Offering Document except in circumstances where such disclosure, reference or use would require a consent or authorization from Moody's to be given and/or filed under any applicable laws, regulations, directives or rules (including, if applicable, the U.S. securities laws or the rules of any securities market or securities exchange). Moody’s has not consented to and will not consent to being named as an “expert” or any similar designation under any applicable securities laws, including, without limitation, Section 7 of the Securities Act of 1933.

2. **Web Posting.** If we publish research or press releases regarding you or your issue(s), either you or the Issuer may link to or post such research or press releases as described in Appendix A.
3. **Moody’s Privacy Policy.** For information on how we process and protect personal data, please see our Privacy Policy available at moodys.com.

**E. CONFIDENTIALITY PROVISIONS**

1. **Applicant Confidentiality.** You agree to keep the provisions of this Application confidential and not to disclose such provisions to any person or entity except: (i) to your group companies, officers, directors, employees and agents; and (ii) as required by applicable law, or at the request of any governmental authority having jurisdiction. You will be responsible for any failure by any of your group companies, officers, directors, employees, or agents to comply with these confidentiality restrictions.

2. **Unpublished Ratings.** See Appendix B for additional legal terms applicable to any unpublished rating, RAC or other opinion delivered by Moody's hereunder, i.e., any rating or other opinion not disclosed by Moody's to the general public at the time of delivery by Moody's.

**F. MISCELLANEOUS**

1. **Entire Agreement.** This Application represents the whole and only agreement between the parties in relation to its subject matter. When entering into this Application, you did not rely upon any pre-contractual statement or previous agreement which is not repeated in this Application. To the extent permitted by law, no other terms, conditions, representations and warranties that would otherwise be implied (by law or otherwise) are part of this Application. Nothing in this Application attempts to limit or exclude liability for fraudulent misrepresentation.

2. **Assignment.** We may assign this Application to any other Moody’s group company without either your consent.

3. **Agents.** We may use, and disclose any information provided to Moody’s to, third party contractors or agents bound by confidentiality obligations in connection with Moody’s business and research activities.

4. **Governing Law and Jurisdiction.** This Application and any contractual or non-contractual obligations arising from or connected to it are governed by and construed in accordance with the laws of the State of New York in the United States of America and subject to the exclusive jurisdiction of the courts of the State of New York located in the City and County of New York, Borough of Manhattan. To the extent permitted by law, you hereby waive whatever defense you may have of sovereign immunity whether in respect of jurisdiction or enforcement for yourself or for your property.

5. **No Third Party Beneficiaries.** This Application is solely for the benefit of you and Moody’s. Everyone comprising Moody’s is entitled to the benefit of all protective provisions in this Application. Nothing in this Application will give any other person any legal or equitable right, remedy or claim, except a successor or permitted assignee pursuant to the “Assignment” provision above. This Application may be terminated or amended in accordance with its provisions without the consent of any third party.

6. **Counterparts/Execution/Website Terms.** You agree that this Application, and any amendment or waiver of any of the terms hereof, may be executed by electronic means (including, without limitation, by electronic signature, which shall be deemed binding, valid and enforceable) and together shall constitute a single instrument, and you further agree that facsimile, digitally scanned or other electronically transmitted or electronic copies of signatures shall be valid and binding as originals; provided that no amendment or waiver of this Application will be effective unless executed by an authorized representative of the Global Commercial Group of Moody’s. Notwithstanding the foregoing, no one in the Moody’s Group will be bound by or subject to any terms or conditions of use (“Website Terms”) for access to any website containing information with respect to you, the Issuer, any Issue or Transaction, even if any such person clicks-through or has clicked-through to such Website Terms by electronic means at any time before, on or after the date of this Application.

7. **Severability.** The provisions of this Application are severable. If any such provision or part of any such provision shall to any extent be determined to be void or unenforceable, then the validity and enforceability
of the remainder will not be affected. Furthermore, any void or unenforceable provision will be replaced with a valid and enforceable provision that preserves, to the fullest extent possible, the same economic, business and other purposes as such void or unenforceable provision.

8. **Termination.** If this Application relates to a request for an unpublished rating, then this Application will apply to such unpublished rating only, and any additional requested ratings must be applied for under a separate rating application. If this Application relates to a request for published rating(s), then this Application will renew on each one-year anniversary of the date executed unless you deliver a written notice of cancellation at least thirty (30) days prior to an annual anniversary of this Application. Any fees already paid will be non-refundable, and any fees that were to become due before the next renewal date will remain payable despite the termination. We may terminate this Application at any time in our sole discretion. Except as may be expressly set out elsewhere in this Application, all Application terms and conditions survive any termination hereof.

9. **Instructions.** Please fill out the Authorization Form below and any relevant product request boxes attached, and return the Application to your contact in our Commercial Group. PLEASE ONLY REPLY TO YOUR ACCOUNT MANAGER AT MOODY’S.

10. **NYC Sales Tax.** The New York State Department of Finance has notified Moody’s that effective September 1, 2015, New York City sales tax must be charged on all invoices for credit rating services delivered in New York City. The invoice address will determine whether the credit rating service has been delivered in New York City. Please note that New York State sales tax will not apply to these services, only the local New York City tax. Accordingly, on September 1, 2015, Moody’s will begin to include New York City sales tax on invoices sent to addresses within the City of New York for credit rating services.
**AUTHORIZATION FORM**

By completing the below, you, both in your own capacity and on behalf of the Issuer (if you are not the Issuer), agree with the terms and conditions of this Application and apply for the rating service(s) requested below. Please return this Authorization Form to your contact in Moody's Commercial Group.

Thank you again for selecting Moody's.

**Transaction Information**

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>City of Dalton, GA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuer / Entity / Fund Name:</td>
<td>City of Dalton Building Authority</td>
</tr>
<tr>
<td>Title of Issue / Entity:</td>
<td>Revenue Bonds (Dalton Public School System Project), Series 2018</td>
</tr>
</tbody>
</table>
| Type of Issue | □ Bank Bond  
|  | X Bond Rating  
|  | □ BAN (Bond Anticipation Note)  
|  | □ Commercial Paper  
|  | □ Entity Only  
|  | □ Short Term Note  
|  | □ Variable Rate Demand |
| Expected Size: | $14,000,000 |
| Currency: | USD |
| Proposed Closing Date / Feedback Expected | 2/14/18 |
| Requesting a Rapid Turnaround? | □ |
| Requesting Short-term Rating? | □ |
| Requesting a National Scale Rating? | □ |
Contact Information

A. Billing Contact

<table>
<thead>
<tr>
<th>Full Company Name:</th>
<th>City of Dalton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>City Hall, 300 West Waugh Street</td>
</tr>
<tr>
<td>City:</td>
<td>Dalton</td>
</tr>
<tr>
<td>State/Province:</td>
<td>GA</td>
</tr>
<tr>
<td>Country:</td>
<td></td>
</tr>
<tr>
<td>Postal Code:</td>
<td>30720</td>
</tr>
<tr>
<td>Transactional Role (if any):</td>
<td>Obligor</td>
</tr>
<tr>
<td>Contact’s Name:</td>
<td>Cindy Jackson</td>
</tr>
<tr>
<td>Contact’s Title:</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Contact’s Department:</td>
<td></td>
</tr>
<tr>
<td>Contact’s Telephone Number:</td>
<td>(706) 278-6006</td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Contact’s E-mail:</td>
<td><a href="mailto:cjackson@cityofdalton-ga.gov">cjackson@cityofdalton-ga.gov</a></td>
</tr>
<tr>
<td>Are you registered for:</td>
<td>VAT ☐ ABN ☐ TAX ☐ HST</td>
</tr>
<tr>
<td>VAT/ABN/Tax/HST number:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Payor Contact

☐ Payor is the same as Billing Contact

☐ Payor is not the Billing Contact, but is the Special Purpose Vehicle (SPV), Issuer, or Obligor that is expected to be rated, or whose debt is expected to be rated  
Payor Legal Entity Name ____________________

☐ Payor is other than the Billing Contact, or the SPV, Issuer, or Obligor noted above. Complete below
<table>
<thead>
<tr>
<th>Full Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
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</tr>
<tr>
<td>City:</td>
<td>State/Province:</td>
</tr>
<tr>
<td>Country:</td>
<td>Postal Code:</td>
</tr>
<tr>
<td>Transactional Role (if any):</td>
<td></td>
</tr>
<tr>
<td>Contact's Name:</td>
<td></td>
</tr>
<tr>
<td>Contact's Title:</td>
<td></td>
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<td>Contact's Department:</td>
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</tr>
<tr>
<td>Contact's Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Contact's E-mail:</td>
<td></td>
</tr>
<tr>
<td>Are you registered for:</td>
<td>VAT ABN TAX HST</td>
</tr>
<tr>
<td>VAT/ABN/Tax/HST number:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ Send no invoices to this contact □ Send only the initial invoice to this contact □ Send all invoices to this contact □ Send only annual (subsequent, monitoring, etc.) invoices to this contact</td>
</tr>
</tbody>
</table>

C. RELATIONSHIP OF PAYOR TO ISSUER/ISSUE TO BE RATED

Rule 17-g7(a)(1)(ii)(J)(1) under the Securities Exchange Act of 1934 requires Moody's to disclose the following information regarding the person or entity paying Moody's to determine the credit rating (the Payor):

Select the statement below that best describes the relationship of the Payor to the issuer/issue to be rated:

EITHER:

☑ the Payor is the obligor being rated or the issuer, underwriter, depositor, or sponsor of the security or money market instrument being rated;

OR

MOODY'S APPLICATION AND FEE SCHEDULE FOR LOCAL GOVERNMENTS
Doc ID: 60046728:0 FS_2016.01 US PRF PFG Local Governments USD

This Fee Schedule sets out Moody's fees for the period 1/1/2018 to 12/31/2018. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. For questions please contact Carmine Charles at +1 (212) 553-4774 or
the Payor is not the obligor being rated or the issuer, underwriter, depositor, or sponsor of the security or money market instrument being rated.

D. Signatory Contact

<table>
<thead>
<tr>
<th>Full Company Name:</th>
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</thead>
<tbody>
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<tr>
<td>City:</td>
<td>State/Province:</td>
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<td>Country:</td>
<td>Postal Code:</td>
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<tr>
<td>Transactional Role (if any):</td>
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<td>Contact's Name:</td>
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<td>Contact's Title:</td>
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<tr>
<td>Contact's Department:</td>
<td></td>
</tr>
<tr>
<td>Contact's Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Are you registred for:</td>
<td>VAT ☐ ABN ☐ TAX ☐ HST</td>
</tr>
<tr>
<td>VAT/ABN/Tax/HST number:</td>
<td></td>
</tr>
<tr>
<td>Send no invoices to this contact ☐</td>
<td>Send only the initial invoice to this contact ☐</td>
</tr>
</tbody>
</table>

Other Contacts (If applicable)

Additional Information (If applicable)
Signature Information

On Behalf of Applicant:

Authorized By:

Name: 
Title: 
Date: 

PRODUCT SELECTION

Reminder: Do not return any part of this Application to any member of the analytic team involved in the rating process (including managers). Please instead return this Application to your contact within the Moody's Relationship Management Team.

Payment of fees is due on receipt of an invoice.

PLEASE COMPLETE THIS SECTION (INDICATE ALL PRODUCTS REQUESTED):

☐ 1) INDICATIVE RATING
☐ 2) PRIVATE MONITORED RATING
☒ 3) PUBLIC CREDIT RATING***

PRODUCT DEFINITIONS

1) INDICATIVE RATING: Our unmonitored, point-in-time opinion of the potential credit rating(s) of an issuer or a proposed debt issuance by an issuer contemplating such a debt issuance at some future date.

2) PRIVATE MONITORED RATING: Our current opinion regarding the relative future creditworthiness of an entity and made available to that entity subject to confidentiality obligations.

3) PUBLIC CREDIT RATING: Our current opinion regarding the relative future creditworthiness of a credit commitment, a debt or debt-like security, or an issuer of such obligations, as made publicly available by us.

   A) Issuer Rating: Our opinion of the ability of entities to honor senior unsecured debt and debt-like obligations.

   B) Bond Rating: Our opinion of the relative future creditworthiness of a long-term bond.

   C) Short-Term Notes: Our credit opinion on short-term obligations of three years or less (other than bond anticipation notes) typically issued by state or local governments to be repaid by future receipts.

   D) BAN (Bond Anticipation Notes): Our credit opinion on US municipal bond short term notes based on an issuer's fundamental credit strength and capacity to repay outstanding notes, primarily by issuing new debt to redeem the notes upon maturity.

   E) Bank Bond: Our credit opinion on bonds related to a series of bonds on which we already have a published rating that are owned by a liquidity bank pending remarketing.

   F) Commercial Paper / Short Term Rating: Our opinion of the relative future creditworthiness of a short-term bond, including those commonly known as 'commercial paper.'

   G) Variable Rate Demand Bond Rating: Rating on variable rate demand bonds (VRDBs) in which conditional liquidity support from a third party backs up the demand or put feature of the bonds.

***☐ In case the applicant selects a PUBLIC CREDIT RATING but none of the related issuances are executed, then the PUBLIC CREDIT RATING is consequentially withdrawn and is transitioned to a PRIVATE MONITORED RATING, subject to the applicable fees.

Please refer to Moody's "Ratings Symbols and Definitions", which is available at www.moodys.com for the meaning of Moody's ratings and other products and services.
# FEE TABLES

1. **INDICATIVE RATING**
   - **Indicative Rating Fee**: 75% of Standard Fees

2. **PRIVATE MONITORED RATING**
   - **Initial / Annual Fee**: SEE "ISSUER RATING"
   - **Indicative Rating Service**: SEE "PUBLIC CREDIT RATING – BOND RATING"

### 3A. PUBLIC CREDIT RATING – ISSUER RATING

<table>
<thead>
<tr>
<th>Debt Outstanding</th>
<th>Initial Fee</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; US$ 50M</td>
<td>US$ 6,000</td>
<td>US$ 3,000</td>
</tr>
<tr>
<td>≥ US$ 50M &amp; ≤ US$ 99M</td>
<td>US$ 12,000</td>
<td>US$ 6,000</td>
</tr>
<tr>
<td>≥ US$ 100M &amp; ≤ US$ 499M</td>
<td>US$ 18,000</td>
<td>US$ 9,000</td>
</tr>
<tr>
<td>≥ US$ 500M &amp; ≤ US$ 999M</td>
<td>US$ 30,000</td>
<td>US$ 15,000</td>
</tr>
<tr>
<td>≥ US$ 1B</td>
<td>US$ 40,000</td>
<td>US$ 20,000</td>
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</table>

### 3B. PUBLIC CREDIT RATING – BOND RATING

<table>
<thead>
<tr>
<th>Issue Size</th>
<th>General Obligation Bonds</th>
<th>Revenue, Lease, Special Tax &amp; State Revolving Fund Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; US$ 1M</td>
<td>US$ 9,500</td>
<td>US$ 12,500</td>
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<tr>
<td>≥ US$ 1M &amp; ≤ US$ 4.9M</td>
<td>US$ 12,000</td>
<td>US$ 12,500</td>
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<td>≥ US$ 5M &amp; ≤ US$ 9.9M</td>
<td>US$ 15,000</td>
<td>US$ 17,000</td>
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<td>≥ US$ 10M &amp; ≤ US$ 24.9M</td>
<td>US$ 21,000</td>
<td>US$ 24,000</td>
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<td>≥ US$ 25M &amp; ≤ US$ 49.9M</td>
<td>US$ 28,500</td>
<td>US$ 33,000</td>
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<td>US$ 36,000</td>
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<td>US$ 43,000</td>
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<td>US$ 55,000</td>
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<td>US$ 95,000</td>
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<td>US$ 145,000</td>
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<td>US$ 165,000</td>
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<td>≥ US$ 1B</td>
<td>Case-By-Case</td>
<td>Case-By-Case</td>
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### Aggregation Fee

<table>
<thead>
<tr>
<th>Aggregated Per Amounts</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>&lt; US$ 25M</td>
<td>US$ 1,000</td>
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### Annual Fee – Water Enterprise, Sewer Enterprise, Combined Water & Sewer Enterprise and All Other Revenue Bonds*

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<th>Long Term Rated Debt</th>
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MOODY'S APPLICATION AND FEE SCHEDULE FOR LOCAL GOVERNMENTS
Doc ID: 000497229.0 FS_2016.01 US PPF PFG Local Governments USD

This Fee Schedule sets out Moody's fees for the period 1/1/2018 to 12/31/2018. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. For questions please contact Carmine Charles at +1 (212) 553-4774 or
### 3C. Public Credit Rating – Short-Term Notes (Excludes BANs)

<table>
<thead>
<tr>
<th>Issue Size</th>
<th>Short Term Notes</th>
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<td>Case-By-Case</td>
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#### Aggregation Fee

<table>
<thead>
<tr>
<th>Aggregated Per Amounts</th>
<th>Fee</th>
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<tbody>
<tr>
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### 3D. Public Credit Rating – Bond Anticipation Notes

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<th>Issue Size</th>
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#### Aggregation Fee

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### 3E. Public Credit Rating – Bank Bonds

**Bank Bonds Fee**

US$ 7,000

### 3F. Public Credit Rating – Commercial Paper / Short Term Rating

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<thead>
<tr>
<th>Program Size</th>
<th>Initial / Annual Fee</th>
<th>Annual Fee for each additional program</th>
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<tr>
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<td>US$ 13,000</td>
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### 3G. Public Credit Rating – Variable Rate Demand Bond Rating

**Variable Rate Initial Fee (Added to Public Rating Fee)**

US$ 8,000

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<th>Principal Amount</th>
<th>Fee</th>
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**FEE RULES**

1. **INDICATIVE RATING SERVICE**

   The fee for an issue that has been assigned a preliminary rating indicator will be 75% of the standard fee. If an application for a public underlying and/or insured rating is received within six months of the assignment of the indicative rating, the indicative rating fee will be credited against the charges outlined on the current fee schedule. Circumstances under which Indicative Ratings may be published by Moody's include, without limitation (i) as required by law, regulation, judicial or governmental order, subpoena or other legal process or requested or required by any governmental or regulatory authority. (ii) in the event that the Indicative Rating is disclosed (other than by Moody's or any affiliate of Moody's) to any third party other than as expressly permitted pursuant to the confidentiality provisions set forth in Appendix B to this Rating Application, or (iii) in the event that a rating agency other than Moody's publishes a rating with respect to the issue to which this Rating Application relates. Any excess of the indicative rating fee over the actual charges for the subsequently assigned definitive rating is non-refundable.

2. **PRIVATE MONITORED RATING**

   Private Monitored Ratings (PMRs) are available to issuers who do not currently have a public rating with Moody's. PMRs are assigned by Moody's at the entity (institutional) level only. For issuers requiring ratings insight into proposed debt instruments, which are not related to a credit transforming event, then indicative ratings are available (see above).
Indicative ratings are available to issuers simultaneously with the PMR service or on a standalone basis. An issuer with an active PMR may request Moody's to assign an Indicative rating to the issuer's forthcoming debt instrument. A non-refundable Indicative Rating Fee will be charged.

Private credit ratings are defined in European law as credit ratings "produced pursuant to an individual order and provided exclusively to the person who placed the order" that "are not intended for public disclosure or distribution by subscription" and are subject to a duty of confidentiality and limitations on distribution (as set out below). Private credit ratings may not be used for regulatory purposes in certain jurisdictions, including in the European Union.

An issuer may request for an active PMR rating to be published at no additional cost.

The initial and annual fees for a PMR will be equivalent to the initial and annual fees for issuer ratings as set forth and will be payable as set forth above. Please contact the Account Management Team for details.

3A. PUBLIC CREDIT RATING – ISSUER RATING

An initial and an annual fee will be charged based upon the debt outstanding.

3B. PUBLIC CREDIT RATING – BOND RATING

A standard initial fee will be charged based upon the issue size.

Aggregation Fee
Applicable when an obligor is issuing multiple series selling on the same date with the same security type.

*Annual Fee - Water Enterprise, Sewer Enterprise, Combined Water & Sewer Enterprise and All Other Revenue Bonds

A non-refundable annual fee will be charged to all Water Enterprise, Sewer Enterprise, Combined Water & Sewer Enterprise obligors that issue bonds in 2017 and after, and for obligors issuing all other revenue bonds in April 2018 and after.

The annual fee will be charged 12 months after the initial rating and on each subsequent anniversary covering the prior 12 month period. The amount of the annual fee will be based on the amount of active Moody's long term rated debt for the organization at each anniversary. Only one annual fee would be charged per obligor regardless of issuers.

3C. PUBLIC CREDIT RATING – SHORT-TERM NOTES (Excludes BANs)

A standard fee will be charged based upon the issue size.

3D. PUBLIC CREDIT RATING – BOND ANTICIPATION NOTES

A standard fee will be charged based upon the issue size.

3E. PUBLIC CREDIT RATING – BANK BONDS

A fee will be charged for Bank Bond Ratings assigned in conjunction with the rating of the initial bonds.

3F. PUBLIC CREDIT RATING - COMMERCIAL PAPER / SHORT TERM RATING
An initial and an annual fee will be charged based upon the program size. Annual fees will be discounted for multiple programs.

3G. PUBLIC CREDIT RATING – VARIABLE RATE DEMAND BOND RATING

Variable Rate Issues
Initially: An additional fee will be added to the long term fees.
Annual Fees - based on principal amount (Excludes self-liquidity):

Annual Fees are non-refundable.

OTHER FEES & SERVICES

Rapid Turnaround
A minimum fee may assess for requests that require rapid turnaround.

Amendments to Existing Variable Rate Transactions and/or RAC
A fee will charge for substitution of Credit or Liquidity Enhancement with or with no provision changes. A reduced fee will be charged to subsequent ratings related to multiple deals with identical documents.
A fee will be charged to substitution of credit or liquidity enhancement with no provision changes. Where there are multiple deals with identical documents, the first deal will be charged a fee and each additional deal will be charged a fee.

A fee will be charged to substitution of credit or liquidity enhancement with provision changes (amending auto terminations, amending indentures, changing any other document other than the LCC/SBPA). Where there are multiple deals with identical documents, the first deal will be charged a fee and each additional deal will be charged a fee.

100% of new issuance fee applies to restructuring of security and complex substitutions, i.e., when the replacement credit or liquidity enhancement is a different type of enhancement vehicle.

Complex Financings
Moody’s may charge an additional fee for certain types of complex financings. Please contact the Moody’s Relationship Management Team to discuss whether such complex deal fees apply to a planned financing.

Termination of Rating Process
Applicable when substantial analytical research is provided, but the rating process is terminated. The fee is 75% of what the fee would have been if the rating process had not been terminated. This fee is payable at the time of the termination of the rating process. However, if the issue is reactivated and a rating is assigned within six months of the termination of the rating process, this fee will be credited against the applicable rating fee. Any excess over the actual charges for the definitive rating is non-refundable.

Postponed / Canceled Sales
The fee for an issue that has been assigned a rating and is subsequently canceled or postponed will be 75% of that which would have been applicable had the issue sold. The fee is payable at the time of cancellation or postponement. If the issue sells within six months, the balance of the original fee will be invoiced. Any excess over the actual charges for the definitive rating is non-refundable.

Additional Fee for 3rd Party Service Providers / Out-of-pocket expenses
Moody’s may: (i) request reimbursement of reasonable travel and related expenses; and (ii) in some instances, charge an additional fee for services/opinions provided by a third party in connection with the ratings process. In either of these circumstances, Moody’s will seek confirmation from the applicant in advance. Any such fees will be payable upon receipt of an invoice from Moody’s.

Credit Estimates
There will be a non-refundable Initial/Annual Fee for each credit estimate assigned on Pooled Transactions.

Pooled financings, letters of credit and structured issues are not included in any of the above rates.

**GENERAL INFORMATION**

Moody’s Code of Professional Conduct states that Moody’s employees who approve or participate in determining or monitoring credit ratings, or who are involved in the development or approval of models or methodologies used in providing rating services, will not participate in discussions regarding fees or payments with any rated entity.

Please do not return this rating application or Fee Schedule to any member of the analytic team involved in the rating process (including managers), or include the analytic team (including managers) in any fee-related correspondence.

Moody’s maintains a separate, dedicated group not involved in the rating process for handling applications, fee schedules, fees and payment discussions. If you have any questions regarding this Application or Fee Schedule, please contact the Moody’s Relationship Management Team.

Moody’s requires a signed Rating Application prior to beginning the rating process.

**Taxes**

All fees and all relevant caps are exclusive of VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind whatsoever. In the event that Moody’s is required by law to invoice for any such tax, levy or charge (an “Invoiced Tax”) with respect to Moody’s services hereunder, the applicant shall pay Moody’s the amount of such Invoiced Tax upon invoice in addition to the invoiced fees. In the event that the fees are consideration for a supply which is subject to any such form of taxation or equivalent, the relevant fees shall be increased to compensate Moody’s for any such taxation it is liable to pay or otherwise account for to any tax authority to the extent permissible under relevant law, but the amount of any such increase for taxes will not count towards any of the relevant caps. Where the applicant is responsible for accounting for and paying any VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind locally, the fees payable to Moody’s will not be affected, being exclusive of such taxes, and the applicant shall pay any such taxes directly to the relevant authority.
G. **APPENDIX A**

**Website Posting Rights**

Subject to the restrictions in this Appendix, Moody’s grants you a royalty-free, non-sub licensable (except as described below), revocable license to post our Research on your website (this “License”). No special permission is required to link to Moody’s materials on www.moodys.com.

As used in this Appendix, the term “Research” means written research and press release(s) that we publish as a direct result of this Application regarding the issuer(s) or other entity (“Rated Entity”), issuance(s) or transaction(s) to which this Application relates; provided, however, that, for purposes of this License, the term “Research” does not include any pre-sale reports (e.g., our reports prior to initial sale of the relevant security or other applicable transactional closing), non-public, or unmonitored ratings.

Any such post of our Research may appear only on the website of the Rated Entity. You may only post the most recent Research, in the exact form and format we provide, without any alterations or editing whatsoever (including all disclaimers, logos, and proprietary rights notices included in the Research). You must delete any outdated Research and replace it with the updated Research promptly after Moody’s publication of updated Research. You must use Moody’s corporate name in plain text font to indicate posting of our Research, and you may not display Moody’s logo. All of our Research, as well as the trademarks and logos contained in it, remain our intellectual property. Research may only be displayed on the investor relations section of the Rated Entity’s website (or an analogous area where general corporate information is displayed) and may not be posted on any other section of the Rated Entity’s website.

You may not use our Research for the purpose of marketing, promotion or advertising. Research may not be posted, linked to, displayed, or otherwise used in connection with a prospectus, “road show” deck, or any other document related to the offering of securities.

You agree and acknowledge that you are solely responsible for compliance with all laws, rules, and regulations including but not limited to applicable securities laws, in connection with the posting of or linking to our Research. To the extent permitted by law, you further agree to indemnify and hold Moody’s harmless against any and all losses, claims, damages, costs or injury (including without limitation attorneys’ fees) of whatever nature (whether foreseeable or not) and however caused, in whole or in part caused by, resulting from or relating to, any posting or linking to our Research under this Appendix A.

A Rated Entity may not sublicense the rights granted under this License to anyone. However, if you are not a Rated Entity, then you may sublicense the rights granted under this License only to a Rated Entity; provided that in the event of any such sublicense you agree that you will require the Rated Entity to comply with all terms, conditions, restrictions and covenants contained in this Appendix A and you shall be responsible for any failure by the Rated Entity to so comply.

This License shall terminate as of the date that this Application terminates or upon advance written notice from Moody’s at any time. Upon termination, all posting of our Research by you or any Rated Entity must cease immediately.

All rights not expressly granted in this License are reserved.
APPENDIX B

Additional Provisions Applicable to our Non-Public Information
As used in this Appendix, the term "Moody's Confidential Information" means any non-public information that Moody's discloses to either of: (i) you or any of your agents; or (ii) if different, any relevant entity on which a rating is requested or whose issuances are requested to be rated under this Application (each, a "Rated Entity") or its agents. Moody's Confidential Information includes any rating and/or other opinion we deliver in connection with this Application that we do not also disclose to the general public at the time of delivery. Furthermore, all of the provisions in this Appendix apply to all Moody's Confidential Information and prevail in the event of any inconsistency with other provisions set out elsewhere in this Application.

Confidentiality and Insider Trading
Moody's Confidential Information may constitute unpublished price sensitive information or otherwise material non-public or inside information, in which case you agree to being made an insider by virtue of receiving it. You also agree to keep Moody's Confidential Information confidential and treat it accordingly. You must refrain from direct or indirect communication or disclosure of Moody's Confidential Information to any person(s) other than:

a) your employees, officers and directors and those of your ultimate parent and any entities that are wholly owned, directly or indirectly, by your ultimate parent, whose functions reasonably require them to have knowledge of Moody’s Confidential Information in order to fulfill their professional duties as agents of the Rated Entity; and

b) your financial and legal advisors, in their capacity as such, with a need to know, for information purposes only and to whom we owe no duty or responsibility, provided that either (i) they enter into a non-disclosure agreement with Moody's in a form we provided prior to such disclosure, or (ii) we consent to such disclosure and they agree to be bound by the confidentiality obligations and limitations of liability provisions of this Application.

The permissible recipients of Moody's Confidential Information described in sub-paragraphs (a) and (b) above are, together, referred to as "Disclosees".

You will ensure that all Disclosees comply with all of the provisions in this Application and any breach by a Disclosee will be deemed to be a breach of this Application by you. The undertakings in this Confidentiality and Insider Trading section will not prevent you or any Disclosees from disclosing Moody's Confidential Information to the extent required by law or regulation (including as requested by any governmental regulator acting within the scope of its jurisdiction over you or the relevant Disclosee).

Indemnity
To the extent permitted by law, you will indemnify and hold harmless Moody's from any losses, claims, damages, costs or injury (including attorneys' fees) ("Losses") of whatever nature (whether foreseeable or not) arising from or in connection with: (i) reliance on, or disclosure of, Moody's Confidential Information by you or by any third party that has directly or indirectly obtained Moody’s Confidential Information from you; or (ii) any breach of this Appendix B by you; provided that this indemnity shall not apply to any Losses to the extent such Losses are attributable to Moody's fraud or willful misconduct. For the avoidance of doubt, this indemnity is in addition to, and will not, in any respect, supersede or replace, the indemnification provision in the main body of this Application, which will also apply with respect to Moody's Confidential Information.

The terms of this Appendix survive termination of this Application.
## Mayoral Appointments

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<tr>
<th>Type</th>
<th>Appointment</th>
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**Misc Appointments**

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