



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 21, 2018
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION - 5:15 P.M. - COUNCIL CHAMBER

1. Review of Agenda
2. Discussion of City and County Service Delivery Agreements - Mr. Robert Smalley and Ms. Lynn Laughter, Whitfield County BOC

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)*
5. Personnel Matters:
 - Welcome New City of Dalton Police Chief
6. Special Recognitions:
 - Tripp Phillips - Local Inventor and Pitch DIA Competition Winner
7. Proclamation: Foster Care Month - May 2018 - Mr. Danny Nuckolls, Whitfield County DFCS
8. Minutes: Work Session and Regular Meeting Minutes of May 7, 2018
9. Unfinished Business:
 - A. Ordinance - Second Reading:
Ordinance 18-06
To Amend The Charter Of The City Of Dalton, Georgia, First Approved February 24, 1874 (1874 Georgia Laws, P.181) To Change The Designation Alderman From "Alderman" And "Aldermen" To "Councilmember" And "Councilmembers", Respectively; To Provide For Severability; To Provide For An Effective Date; To Repeal Conflicting Ordinances; And For Other Purposes.
10. New Business:
 - A. Financial Advisory Services Agreement with Davenport and Company, LLC for Professional Assistance related to General Municipal Financial Advice, Counsel and Associated Services.
 - B. Contract with Blue Rose Capital Advisors, LLC to Provide Limited Municipal Advisor Services for General Obligation Bonds, Series 2018 (Dalton Public Schools).
 - C. Dalton Depot Marketing Consulting Agreement with the Georgia Trust for Historic Preservation.
11. Supplemental Business
12. Adjournment



Mayor and Council Agenda Request

Council Meeting Date: 5-21-18

Department: ADMINISTRATION

Subject: DISCUSSION OF SERVICE DELIVERY AGREEMENTS AT WORK SESSION

Cost: N/A Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: N/A

Reviewed/Approved By City Attorney? N/A

Please provide a summary of your request, including background to explain the request

COUNTY ATTORNEY ROBERT SMALLEY AND WHITFIELD COUNTY BOC CHAIRMAN LYNN LAUGHTER HAVE REQUESTED TO ATTEND THE WORK SESSION TO DISCUSS THE CITY AND COUNTY SERVICE DELIVERY AGREEMENT.

Requested By: ROBERT SMALLEY

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date



Mayor and Council Agenda Request

Council Meeting Date: 5/21/2018

Department: Administration

Subject: Recognition of Tripp Phillips, (Local Inventor and Pitch DIA Competition Winner)

Cost: N/A Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: N/A

Reviewed/Approved By City Attorney? N/A

Please provide a summary of your request, including background to explain the request

The purpose of this agenda item is to recognize and congratulate Dalton Middle School student and young entrepreneur Tripp Phillips, inventor of Le-Glue and winner of the Inaugural PitchDIA competition.

This request includes a request to play a video from YouTube at:
<https://www.youtube.com/watch?v=OULAwAoqiN4>

Requested By:

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date
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Mayor and Council Agenda Request

Council Meeting Date: 5-21-18

Department: ADMINISTRATION

Subject: FOSTER CARE MONTH PROCLAMATION

Cost: N/A Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: N/A

Reviewed/Approved By City Attorney? N/A

Please provide a summary of your request, including background to explain the request

PROCLAMATION REQUEST BY DANNY NUCKOLLS, DIRECTOR, WHITFIELD COUNTY DFCS, PROCLAIMING MAY 2018 AS FOSTER CARE MONTH.

Requested By: KIMBERLEY WITHEROW

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

PROCLAMATION

Office of the Mayor



FOSTER CARE MONTH MAY 2018

WHEREAS, in Whitfield County there are 270 children in foster care being provided with a safe, secure and stable home along with the compassion and nurture of a foster family; and

WHEREAS, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives; and

WHEREAS, foster, kinship and adoptive families, who open their homes and hearts and support children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood; and

WHEREAS, dedicated foster families frequently adopt foster children, resulting in a greater need for more foster families; and

WHEREAS, there are numerous individuals, public and private organizations, who work to increase public awareness of the needs of children in and leaving foster care, as well as the enduring and valuable contribution of foster parents and the foster care system is only as good as those who choose to be part of it.

NOW, THEREFORE, BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton, Georgia, hereby proclaim **May 2018** as "**FOSTER CARE MONTH**" in Dalton, Georgia and urge all residents to come forward and do something positive that will help change a lifetime for children and youth in foster care.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor

A handwritten signature in blue ink that reads "Dennis Mock". The signature is written over a horizontal line.

Date

May 21, 2018



Mayor and Council Agenda Request

Council Meeting Date: 5-21-18

Department: CITY CLERK

Subject: WORK SESSION AND REGULAR MEETING MINUTES OF MAY 7, 2018

Cost: N/A Already in Current Year Budget? Yes ___ No ___

Provide Funding Source if Not in Budget: N/A

Reviewed/Approved By City Attorney? N/A

Please provide a summary of your request, including background to explain the request

APPROVAL OF WORK SESSION AND REGULAR MEETING MINUTES OF MAY 7, 2018.

Requested By: BERNADETTE CHATTAM

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
MAY 7, 2018

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the Council Chambers of City Hall. Present were Mayor Pro-tem Denise Wood, Aldermen Annalee Harlan, Gary Crews, City Administrator Jason Parker and City Attorney James Bisson and several department heads. Mayor Dennis Mock and Alderman Tyree Goodlett were absent.

Agenda

The Mayor and Council discussed the agenda and changed item C Preventative Maintenance Contract Renewal with EMCOR from City Hall to the Old Post Office.

Ordinance - Second Reading

Ordinance 18-05

City Attorney Jim Bisson explained that this ordinance adds a new section to the Code for Mayor and Council liaison appointments but does not apply to the housing authority.

Ordinance - First Reading

Ordinance 18-06

City Attorney Jim Bisson explained that this ordinance amends the Charter to make the title change of Alderman and Aldermen to Council member and Council members.

Memorandum of Understanding between Dalton State College and Dalton Parks and Recreation Department

Parks Director Mike Miller stated the MOU is formalizing current practice.

Contract with North Georgia Radio Group for Communications Advertisements

City Administration Jason Parker explained that the Contract with North Georgia Radio Group for Communications Advertisements contract is a part of the Communications Plan to inform community members about city initiatives, meeting, and operations. Parker additional stated that this contract provides 4,320 fifteen-second advertisements per year, spread across 4 radio stations

Resolution 18-03

CFO Cindy Jackson stated that CDBG regulations require that an Annual Action Plan is submitted each year to HUD.

FY-2018 Budget Amendment #2

CFO Cindy Jackson outlined Budget Amendment #2 stating that its for various request by Fire, Public Works, City Clerk, Recreation and financial impact of lease agreement amendment.

Application for Permit for Conditional Encroachment

Public Works Director Benny Dunn stated this request by Juan Lama was needed to install a grease trap as required by the Code.

Change Order - Peek Pavement

Public Works Director Benny Dunn explained that the Change Order was due to additional GDOT grant funding with the match paid for by the 2015 SPLOST

Mayor & Council
Work Session
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May 7, 2018

Probation Services Agreement

Municipal Court Judge Rob Cowan stated this agreement is an update to the current agreement. Cowan also stated this agreement is for 60 months and is no cost to the city.

ADJOURNMENT

There being no further business to come before the Mayor Pro-tem and Council, the meeting was adjourned at 5:51 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 7, 2018

The Mayor and Council held a Meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Pro-tem Denise Wood, Aldermen Annalee Harlan and Gary Crews, City Administrator Jason Parker, City Attorney James Bisson and several department heads. Mayor Dennis Mock and Alderman Tyree Goodlett were absent.

PLEDGE OF ALLEGIANCE

The Mayor Pro-tem led the Pledge of Allegiance.

PUBLIC COMMENTARY

There were no Public Comments.

PROCLAMATION: "NATIONAL POLICE WEEK" - MAY 13-19, 2018

DALTON POLICE DEPARTMENT

Mayor Pro-tem Denise Wood presented a Proclamation to Deputy Chief Cliff Cason proclaiming May 13-19, 2018 as "Police Week" in the City of Dalton and urged all to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enduring reputation for preserving the rights and security of all citizens.

AGENDA

On the motion of Alderman Harlan, second Alderman Crews, the Mayor Pro-tem and Council approved the Agenda. The vote was unanimous in favor.

MINUTES

The Mayor Pro-tem and Council reviewed Work Session and Regular Meeting Minutes of April 16, 2018. On the motion of Alderman Harlan, second Alderman Crews, the minutes were approved. The vote was unanimous in favor.

ORDINANCE - SECOND READING

ORDINANCE 18-05

On the motion of Alderman Harlan, second Alderman Crews, the Mayor Pro-tem and Council adopted Ordinance 18-05 to Amend Chapter 2 Of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: "Administration"; By Amending Article II Captioned: "Mayor And Council" By The Addition Of A New Section 2-34 Captioned "Liaisons"; 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.

ORDINANCE - FIRST READING

ORDINANCE 18-06

The Mayor Pro-tem and Council held a first reading on Ordinance 18-06 To Amend The Charter Of The City Of Dalton, Georgia, First Approved February 24, 1874 (1874 Georgia Laws, P.181) To Change The Designation Alderman From "Alderman" And "Aldermen" To "Council member" And "Council members", Respectively; To Provide For Severability; To Provide For An Effective Date; To Repeal Conflicting Ordinances; And For Other Purposes.

MEMORANDUM OF UNDERSTANDING BETWEEN DALTON STATE COLLEGE AND DALTON PARKS AND RECREATION DEPARTMENT FOR LAKESHORE PARK

The Mayor Pro-tem and Council reviewed the Memorandum of Understanding between Dalton State College and Dalton Parks and Recreation Department for Lakeshore Park that outlined a general understanding with regard to their relationship for the furtherance of athletics in the Dalton area and surrounding community upon certain terms that Dalton State desires to use the existing facilities at Lakeshore Park for soccer practice and competition, and DPRD will allow Dalton State to use Lakeshore Park for those purposes. On the motion of Alderman Crews, second Alderman Harlan, the Memorandum of Understanding was approved. The vote was unanimous in favor.

PREVENTATIVE MAINTENANCE CONTRACT RENEWAL WITH EMCOR FOR THE OLD POST OFFICE HVAC SYSTEM

The Mayor Pro-tem and Council reviewed the Preventative Maintenance Contract Renewal with EMCOR for the Old Post Office HVAC system. (Agenda read City Hall) On the motion of Alderman Harlan, second Alderman Crews, the Mayor Pro-tem and Council approved the contract at a cost of \$3,780.00 per year effective May 1, 2018. The vote was unanimous in favor.

CONTRACT WITH NORTH GEORGIA RADIO GROUP FOR COMMUNICATIONS ADVERTISEMENTS

City Administrator Jason Parker presented the Contract with North Georgia Radio Group for Communications Advertisements in the amount of \$4399.00 per year from May 2018 to April 2019. Parker stated that the contract is a part of the Communications Plan to inform community members about city initiatives, meetings, and operations. Parker additionally stated that this contract provides 4,320 fifteen-second advertisements per year, spread across 4 radio stations. On the motion of Alderman Crews, second Alderman Harlan, the Mayor Pro-tem and Council approved the contact. The vote was unanimous in favor.

RESOLUTION 18-03

RESOLUTION AUTHORIZING THE ADOPTION AND APPROVAL OF THE FISCAL YEAR 2018-2019 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

The Mayor Pro-tem and Council reviewed Resolution 18-03 Authorizing The Adoption And Approval Of The Fiscal Year 2018-2019 Annual Action Plan Under The Community Development Block Grant (CDBG) Program. CFO Cindy Jackson stated that CDBG regulations require that an Annual Action Plan is submitted each year to HUD. On the motion of Alderman Harlan, second Alderman Crews, the Resolution was adopted. The vote was unanimous in favor.

FY-2018 BUDGET AMENDMENT #2

The Mayor Pro-tem and Council reviewed FY-2018 Budget Amendment #2 as follows:

- (1) Wal-Mart donation earmarked for training expenses
- (2) Insurance reimbursement for damage to rubbish truck
- (3) Impact of amendment to WIC lease approved by Mayo & Council
- (4) Moving public relations line out of IT and into City Clerk budget
- (5) To Transfer budgets from completed bonded SPLOST projects to Haig Mill Recreation project as discussed in Finance Committee meeting
- (6) Funds required to complete the College Drive project

On the motion of Alderman Harlan, second Alderman Crews, the Mayor and Council approved Budget Amendment #2. The vote was unanimous in favor.

APPLICATION AND PERMIT FOR CONDITIONAL ENCROACHMENT ON CITY OF DALTON RIGHT-OF-WAY FOR 240 NORTH HAMILTON STREET

On the motion of Alderman Harlan, second Alderman Crews, the Mayor Pro-tem and Council approved the Application and Permit for Conditional Encroachment on City of Dalton Right-of-Way for 240 North Hamilton Street to install a grease trap which is a code requirement. The vote was unanimous in favor.

CONTRACT CHANGE ORDER WITH PEEK PAVEMENT MARKING, LLC FOR PAVEMENT MARKINGS

The Mayor Pro-tem and Council reviewed the Contract Change Order with Peek Pavement Marking, LLC for Pavement Markings for the installation of thermoplastic pavement markings, raised pavement markers, and preformed plastic markings. Public Works Director Benny Dunn stated the contract award was \$313,952.50. Dunn stated the GDOT advised his office that if the City could get the project value up to approximately \$345,000, GDOT would reimburse the full \$265,000.00. Dunn stated Public Works is proposing adding (8) streets to the scope of work via change order with the City's total match for the project will be approximately \$80k. On the motion of Alderman Harlan, second Alderman Crews, the Mayor Pro-tem and Council approved the Change Order. The vote was unanimous in favor.

RENEWAL OF PROBATION SERVICES AGREEMENT WITH ALTERNATIVE PROBATION SERVICES, INC. FOR DALTON MUNICIPAL COURT

The Mayor Pro-tem and Council reviewed the Renewal of Probation Services Agreement with Alternative Probation Services, Inc. for Dalton Municipal Court. Municipal Court Judge Rob Cowan stated the agreement is for a term of 60 months and renews annually to be in compliance with law. Cowan stated there is no cost to the City under this agreement. On the motion of Alderman Harlan, second Alderman Crews, the Mayor Pro-tem and Council approved the Agreement. The vote was unanimous in favor.

Mayor and Council
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APPOINTMENTS

The Mayor Pro-tem and Council Reviewed the following appointments:

Appointment of Mr. Will Esters to the Dalton Tree Board for an unexpired 3 year term to expire December 31, 2020. Current member is Mr. Ron Blaylock.

Appointment of Mr. David Potts to the Dalton Tree Board for an unexpired 4 year term to expire December 31, 2019. Current member is Ms. Melva Purvis.

On the motion of Alderman Harlan, second Alderman Crews, the appointments were approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:11 p.m.

Bernadette Chattam
City Clerk

Denise Wood, Mayor Pro-tem

Recorded

Approved: _____

Posted: _____



Mayor and Council Agenda Request

Council Meeting Date: 5-21-18

Department: ADMINISTRATION

Subject: ORDINANCE 18-06 2ND READING AND ADOPTION

Cost: N/A Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: N/A

Reviewed/Approved By City Attorney? YES

Please provide a summary of your request, including background to explain the request

THIS AMENDMENT WILL MAKE THE TITLE CHANGE OF ALDERMAN AND ALDERMEN TO COUNCILMEMBER AND COUNCILMEMBERS IN THE CITY CHARTER.

Requested By: MAYOR AND COUNCIL

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

ORDINANCE 18-06

To Amend The Charter Of The City Of Dalton, Georgia, First Approved February 24, 1874 (1874 Georgia Laws, p. 181) To Change The Designation Aldermen From "Alderman" and "Aldermen" To "Councilmember" And "Councilmembers", Respectively; To Provide For Severability; To Provide For An Effective Date; To Repeal Conflicting Ordinances; And For Other Purposes

WHEREAS, it is the intent of the Mayor and Council to change the designation of the aldermen of the city to councilmember, individually, and to councilmembers, collectively; and

WHEREAS, the change described herein is a change in name designation only and shall have no affect on the composition and form of the municipal governing authority, the procedure for election or appointment of the members thereof, or the continuance in office and limitation thereon for such members.

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

Section 1.

The aldermen of the City of Dalton are hereby designated as councilmember, individually, and councilmembers, collectively.

Section 2.

Strike the word "alderman" and substitute in lieu thereof the word "councilmember" in the following sections and captions of the charter of the city:

Section 3-4
Section 4-3
Section 5-2
Section 15-9

Section 3.

Strike the word "aldermen" and substitute in lieu thereof the word "councilmembers" in the following sections and captions of the charter of the city:

Section 1-1	Section 4-3	Section 5-45
Section 2-32	Section 4-6	Section 5-48
Section 3-5	Section 5-18	Section 5-51
Section 4-1	Section 5-19	Section 15-14
Section 4-2	Section 5-42	

Section 4.

This amendment is a change in name designation only and shall have no effect on the composition and form of the municipal governing authority, the procedure for election or appointment of the members thereof, or the continuance in office and limitation thereon for such members.

Section 5.

This Ordinance shall be effective after adoption upon the filing of a copy of this ordinance, a copy of the required notice of publication, and an affidavit of a duly authorized representative of the newspaper in which the notice was published with the Secretary of State of Georgia, the office of the Clerk of the Superior Court of Whitfield County, Georgia, and the office of the Clerk of the City of Dalton, Georgia.

Section 6.

It is hereby declared to be the intention of the Mayor and City 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.

Section 7.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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.

MAYOR

ATTEST:

CITY CLERK



Mayor and Council Agenda Request

Council Meeting Date: 5/21/2018

Department: Finance

Subject: Financial Advisor Agreement

Cost: \$0 Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: _____

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

As discussed in the Finance Committee, there is a need from time to time to consult a Financial Advisor. The FA's that I had an going relationship with at Stifel are no longer with the company. These are the FA's that I worked with on behalf of the Building Authority's issuance of Whitfield County's 2018 Fire Station Project bonds. Possible future needs of an FA = issuance of SPLOST prefunding debt if the 2019 SPLOST passes, issuance of debt to procure a viable long-term CIP funding plan, new or revisions of existing financial policies as we implement a city-wide strategic plan.

Requested By: Cindy Jackson

City Administrator Recommendation

City Clerk Notations

Motion/Second	Approved	Date

Financial Advisory Services Agreement

FINANCIAL ADVISOR SERVICES AGREEMENT

This **FINANCIAL ADVISOR SERVICES AGREEMENT** (this "Agreement") is entered into as of _____, 2018, by and between **CITY OF DALTON, GEORGIA** (the "City") and **DAVENPORT & COMPANY LLC** ("Davenport") with its primary office located at 901 East Cary Street, Richmond, VA 23219; and

WHEREAS, the City desires to formally enter into an Agreement with Davenport for professional assistance related to general municipal financial advice, counsel and associated services;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I. Scope of Services

The extent and character of the services to be performed by Davenport shall be subject to the general control and approval of the City Administrator, Chief Financial Officer or their authorized representative(s). Davenport shall not comply with requests and/or orders issued by anyone other than the City Administrator, Chief Financial Officer or their authorized representative(s) acting within their authority for the City.

Davenport shall, using its professional staff members, upon request of the City Administrator, Chief Financial Officer or their designee, provide services related to financial planning and policy development and services which may include debt issuance. Prior to performing any such services, Davenport shall have received authorization from the City Administrator, Chief Financial Officer or their designee to perform such services at a fee agreed upon by the parties in advance. The services provided pursuant to the Scope of this Agreement shall include, but not necessarily be limited to, the following:

A. Financial Planning and Policy Development

- Assist the City in the formulation of Financial and Debt Policies and Administrative Procedures;
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be structured to maximize ability to finance future capital needs, including but not limited to, semi-annual review of existing debt for the possibility of refunding debt to provide the City with savings;
- Analyze future debt capacity to determine the City's ability to raise future debt capital;
- Assist the City in the development of the Capital Improvement program by identifying sources of capital funding for infrastructure needs, assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants, and provide analysis of each alternative, as required, as to the budgetary and financial impact;
- Review the reports of accountants, independent engineers, and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the

preparation, review and completion of such independent studies; and provided written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein;

- Develop, manage and maintain computer models to assist with long-term capital planning and debt management;
- Provide debt service schedules reflecting varying interest rates, issue size, and maturity structures as these are needed for related fiscal planning;
- Attend meetings with City staff, consultants and other City representatives;
- Review underwriters' ideas and proposals on behalf of the City;
- Undertake any and all other financial planning and policy development assignments made by the City regarding bond and other financing and related fiscal policy and programs; and
- Assist the City in preparing financial presentations for public hearings and/or referendums.

B. Transaction Services

- Develop a financing plan in concert with City's staff, which would include recommendations as to the timing of the plan;
- Advise as to the various financing alternatives available to the City;
- Preparation of a financing sale calendar, management and administration of the working group and financing sale process, as a whole;
- Develop alternatives related to debt transactions including evaluation of revenue available, maturity schedule and cash flow requirements;
- Assist the City by recommending the best method of sale, either as a direct bank loan, or a competitive or negotiated public sale;
- Preparation and distribution of requests for proposals related to the bond issue such as financial printer, verification agent, underwriter, letter of credit provider, bond insurer, paying agent, feasibility consultant, and escrow agent;
- Assist in the solicitations, review and evaluation of bids/proposals;
- If appropriate, develop credit rating presentation and coordinate with the City the overall presentation to rating agencies;
- Review and comment on successive drafts of bond resolutions and other bond documents;
- Identify key bond covenant features and advise on provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, and additional parity debt test;
- Review the terms, conditions and structure of a proposed debt offering undertaken by the City and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability;
- Assistance with, review of and comment on preliminary official statement (POS) and final official statement related financial terms of the bonds;
- Provide regular updates of tax-exempt bond market conditions and advise the City as to the most advantageous timing for issuing its debt;
- Advise the City on the condition of the bond market at the time of the offering, including volume, timing considerations, competing offerings, and general economic considerations;

- Assist and advise the City in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering. Provide insight that the pricing of the bonds is fair and reasonable based on existing market conditions.
- Attendance at all working group meetings with City staff, bond counsel and other consultants to the City, as requested;
- Attendance at City Council meetings, hearings and briefings to affect the sale of bonds as requested;
- Coordination of requests for bond ratings including the preparation of presentation materials;
- Preparation of bond sizing schedules including debt service and related schedules;
- Analysis and recommendation of bond issuance details including, but not limited to: redemption provision, timing of issue, maturity schedule and amortization, method of sale;
- Assistance with preparation of notice of sale and bid form;
- Development and provision of mailing list for POS, notice of sale and bid form;
- Receipt and verification of bids or negotiation of coupons and yields on the bonds (if a negotiated sale);
- Review of closing documents; and
- Coordination of closing activities.

C. Special Services

Upon request of the City, Davenport may provide other services that may include, but are not limited to, the following:

- Impact fee financial analysis;
- Rate analysis;
- Referendum assistance;
- Legislative initiatives;
- Project assessment analysis;
- Implementation of revenue enhancement programs;
- Financial analysis of projects being developed by engineer/architect studies; and
- Negotiation on behalf of the City for proposed projects.

Fees of such services will be determined on a task-order basis and the City will negotiate a fixed fee, task fee, or hourly rate for each special service task prior to undertaking the task.

D. Investment Management Services

Provide Investment Management Services for such funds as the City may from time to time assign by written notice to Davenport. Fees for such services will be determined on a task-order basis and the City will negotiate a fixed fee, task fee, or hourly rate for each special task prior to undertaking the task.

ARTICLE II. Compensation

A. Financial Planning, Policy Development and other Services

For the professional services described in Article I.A. or other projects as desired, Davenport will be compensated based upon the hourly rate structure set forth below for work performed as requested. A not-to-exceed amount can be agreed upon prior to the beginning of the project. Davenport's hourly rate structure is as follows:

Senior Vice President	\$295/Hour
First Vice President	\$275/Hour
Vice President	\$255/Hour
Associate	\$220/Hour
Analyst	\$200/Hour

Such amounts will be adjusted annually beginning with the 2nd year of the contract. The adjustment will be equal to the percentage increase for the previous twelve (12) months from July of the prior year to June of the current year in the Consumer Price Index, U.S. Cities average, all items, 1967 base, as adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the City reserves the right to select another appropriate index. For services that are billed on an hourly basis Davenport will provide the City with a summary of the hours for each professional involved.

B. Transaction Compensation

Davenport will be entitled to receive a transaction completion fee for the professional services described in Article I.B. Each such fee will be determined by taking into account the details of the specific transaction contemplated and agreed upon by the parties in advance, subject to a minimum fee of \$30,000 per transaction. An additional \$20,000 if the transaction is rated and an additional \$10,000 shall be added for each of the following instances, if the transaction will be a negotiated public sale and for each refunding component.

Davenport shall only be compensated for any issuance of bonds and/or notes or loan upon successful completion and closing of such financing.

C. Reimbursement for Out-of-Pocket Expenses

Davenport shall be entitled to receive its agreed upon fees plus reasonable and necessary out-of-pocket expenses, including costs of travel, meals, lodging, express mail, legal fees incurred in connection with the services pertaining to this Agreement provided, however, that such fee and out-of-pocket expenses shall be rendered payable quarterly in arrears but only to the extent that the Davenport furnishes to the City, an invoice containing a detailed list of event and associated cost for such fees and expenses. In addition, the City shall pay four percent (4%) of any fee amount billed for indirect expenses such as conference calls, printing, binding, postage and other incidental expenses.

ARTICLE III. Direct Personnel Expense

Davenport represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the City. Further, all services required hereunder will be performed by Davenport or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

ARTICLE IV. Term of Agreement

This Agreement shall commence on the date above written and shall terminate at midnight on December 31, 2018 (the "Initial Term"). Unless written notice of non-renewal is sent by a party to the other no later than thirty (30) days prior to the end of the Initial Term, this Agreement shall automatically renew for an additional calendar year and each succeeding calendar year (each, a "Renewal Term") thereafter unless written notice of non-renewal is sent by a party to the other no later than thirty (30) days prior to the end of the then current Renewal Term.

ARTICLE V. General Conditions

A. Assignment

Neither the City nor Davenport shall assign, sublet, or transfer their rights or obligations in Agreement without the written consent of the other.

B. Non-discrimination

1. During the performance of this contract, Davenport agrees as follows:

(a) Davenport will not discriminate against the employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bonafide occupational qualification reasonably necessary to the normal operation of the contractor. Davenport agrees to post in conspicuous places, available to employees and applications for employment, notices setting forth the provisions of the non-discrimination clause.

(b) Davenport in all solicitations or advertisements for employees placed on behalf of the contractor will state that such bidder is an equal opportunity employer.

(c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. Davenport will include the provisions of the foregoing paragraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

C. Drug-free workplace

During the performance of this contract, Davenport agrees to (i) provide a drug-free workplace for Davenport's employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notify employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in Davenport's workplace and specifying the actions that will be taken against employees for violations of such prohibition, (iii) state in all solicitation or advertisements for employees placed by or on behalf of Davenport that Davenport maintains a drug-free workplace, and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

D. Representatives and Notices

1. The City representative shall be the City Administrator, the Chief Financial Officer or as otherwise designated in writing by the City Administrator or the Chief Financial Officer.

2. Davenport's representative shall be Courtney Rogers or as designated in writing and accepted by the City in writing.

3. Any bills, invoices or reports, required by this Agreement shall be sufficient if sent by the parties in United States, postage paid, to the appropriate party at the respective address noted. Any notices shall be sent by certified mail.

E. Termination of Agreement

1. This Agreement is subject to termination by either party on thirty (30) days advance written notice to the other at its address as herein above specified. However, in the event bonds are sold, Davenport shall continue to render services relating to the issuance of municipal securities by the City within the Agreement Year.

2. In the event of such termination, Davenport shall be entitled to receive only the fair value, in compliance with ARTICLE II, of services rendered hereunder prior to the effective date of such notice of termination. All work products produced by Davenport shall be property of the City and turned over to the City upon termination of the Agreement.

F. Compliance with Local, State and Federal Rules, Regulations and Laws

Davenport shall comply with all applicable laws, orders and codes of the Federal, State and local governments as they pertain to this Agreement.

G. Interest of Members of City

No members of the governing body of the City and no other official, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

H. Findings Confidential

Unless otherwise required by law, all of the reports, information, data, etc., prepared or assembled by the consultant under this Agreement are confidential; and Davenport agrees that the same shall not be made available to any individual or organization without the prior written approval of the City.

I. Ownership of documents

All documents and/or computer models prepared or obtained by Davenport shall remain the property of the City.

J. Prohibition Against Contingent Fees

Davenport warrants that it has not employed or retained any company or person, other than bona fide employee working solely for the consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for

Davenport any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement.

K. No Agency Relationship

Davenport is not the agent, subagent or representative of the City; and this Agreement shall not make the City liable to any person, firm corporation or other who contracts with or who provides goods or services to Davenport in connection with the services it has agreed to perform hereunder or otherwise, or for debts or claims accruing to such parties against Davenport; and there is no contractual relationship, either express or implied, between the City and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to Davenport as a result of its services to the City hereunder or otherwise.

L. Modification of Scope of Services

It shall be the responsibility of Davenport to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City in writing. Furthermore, it is understood and agreed by both parties that any modifications or additions to this Agreement prior to the City's written approval shall be at the total risk of Davenport and may not be compensated.

M. Assurance of City

The City agrees to cooperate fully with Davenport in its fulfillment of the duties specified in this Agreement. Without limited the foregoing, the City shall make available to Davenport any information the City possesses relevant to services to be undertaken by the consultant and appropriate members of the City staff for assistance to and/or consultation by Davenport.

N. Insurance

Davenport shall purchase and maintain insurance coverage including General Liability insurance in an amount of \$1 million per occurrence and \$2 million aggregate; Workman's Compensation insurance; and Commercial Umbrella Liability insurance with an annual aggregate of \$10 Million.

O. Headings

All headings and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

P. Severability

if any part, term, or provision of this Agreement, shall be found by a court of law to be legally invalid or unenforceable, then such provision or portion thereof, shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

Q. Non-appropriation

Notwithstanding anything constrained herein to the contrary, this contract shall be terminated if all of the following events have occurred:

1. Funds are not appropriated for a subsequent fiscal period during the term of this contract for the acquisition of substantially the same functions as provided for herein, and written notice thereof is

given to Davenport at least thirty (30) days prior to the first day of such subsequent fiscal periods or within five (5) days of the approval of the final budget for such fiscal year, whichever occurs later.

2. City has exhausted all funds legally available for payment under this contract.

Upon such termination, Davenport's only remedy shall be to terminate the contract at the end of the fiscal period during which notice is given. Payment in compliance with the contract for materials, goods and services rendered hereunder during the fiscal year at the end of which termination occurs, without penalty, termination, profit or overhead expenses of any kind shall constitute full performance on the part of the City.

ARTICLE VI. Agreement Constructed Under Georgia Laws

This Agreement is to be executed and performed in the State of Georgia and shall be constructed in accordance with the laws of the State of Georgia.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day herein above first written.

CITY OF DALTON, GEORGIA

+

DAVENPORT & COMPANY LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

[Remainder of This Page Left Intentionally Blank]



Mayor and Council Agenda Request

Council Meeting Date: 5/21/2018

Department: Finance Department

Subject: Contract with Blue Rose Capital Advisors

Cost: None to City Already in Current Year Budget? Yes No

Provide Funding Source if Not in Budget: Included in cost of securities

Reviewed/Approved By City Attorney? Yes

Please provide a summary of your request, including background to explain the request

The Dalton Public School system issued \$40,380,000 in general obligation bonds. Blue Rose Capital Advisors will be contracted to be the bidding agent in connection with the investment those proceeds.

Requested By:

City Administrator Recommendation

City Clerk Notations

Motion/Second

Approved

Date



BLUE ROSE
CAPITAL ADVISORS

May 16, 2018

Hon. Dennis Mock
Mayor
City of Dalton
300 West Waugh Street
Dalton, GA 30720

RE: Bidding Agent Services in Connection with Series 2018 Bonds

Dear Mayor Mock:

Blue Rose Capital Advisors, LLC ("Blue Rose"), a registered Municipal Advisor, is serving as bidding agent in connection with the investment of proceeds of the General Obligation Bonds, Series 2018 (the "Bonds") issued by the City of Dalton (the "Issuer") to finance the acquisition, construction, and equipping of certain educational facilities for the City of Dalton Public School System (the "School System").

As an independent municipal advisor, we owe a fiduciary duty to you, the Issuer. Our role in your financing is to obtain bids for a portfolio of securities in accordance with federal regulations. If you have any questions about the services we will provide, we welcome you to contact us at (952) 746-6050.

In order to acknowledge the services to be provided and the fee quoted to you, please sign the enclosed contract and return a copy to us via e-mail

We look forward to serving you.

Sincerely,

BLUE ROSE CAPITAL ADVISORS, LLC

Samuel Gruer
Managing Director

CONTRACT TO PROVIDE LIMITED MUNICIPAL ADVISOR SERVICES

This Contract to Provide Limited Municipal Advisor Services (the “Contract”) is entered into and is effective as of this 9th day of May, 2018, by and between the City of Dalton (the “Issuer” or the “City”), the City of Dalton Public School System (the “School System”), and Blue Rose Capital Advisors, LLC (the “Municipal Advisor”). The Municipal Advisor is hereby engaged to provide certain limited advisory services in connection with the investment of proceeds of the City’s General Obligation Bonds, Series 2018 (the “Bonds”), including the provision of a bidding agent certificate if required by bond counsel (the “Certificate”).

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning.
2. **Term of Engagement.** This Contract shall be in force from the date hereof and shall continue until the later of the closing date of the Bonds or the provision of the Certificate to the City and the School System.
3. **Services and Compensation.** The Municipal Advisor is engaged by the City and the School System as an independent contractor to perform, in accordance with industry best practices and in the best interest of the City and the School System, only the services described in the following paragraph (the “Municipal Advisor Services”). The Municipal Advisor’s compensation for the Municipal Advisor Services shall be equal to \$9,500, shall be included in the cost of the securities, and shall be paid by the winning provider on behalf of the City and the School System from the purchase price of the securities. The City and the School System shall reimburse the Capital Advisor for travel-related expenses (economy air fare, lodging, car rental, etc.) for travel that is requested by the City and the School System for providing services under this Contract. The Capital Advisor shall not seek reimbursement for other ancillary expenses incurred by the Capital Advisor in the normal course of providing advisory services to the City and the School System.

Blue Rose will confirm eligible securities with bond counsel, ensure yield compliance for arbitrage purposes if applicable, prepare a request for bids (“RFB”), distribute the RFB to known providers of open market securities in a timely manner, and answer any questions from prospective bidders. On the bid date, we will coordinate the electronic receipt of bids at the designated time, review all bids to verify that they conform to the requested terms and pre-approved conditions, tabulate and present the bids to the School System or its designee for review (including a cost comparison to SLGS, if available or appropriate). Upon selection of the winning provider by the School System or its designee, we will inform the winning provider of the award and verify the securities’ cost and cash flow. Following the award and confirmation of the bid, we will review all documentation provided by the winning bidder to ensure compliance with the bid specifications and manage the closing process including delivery of securities. If required by bond counsel, a Certificate will be delivered.

The Municipal Advisor Services do not include the preparation or review of any Official Statement or other disclosure documents in connection with the Bonds or any other services not explicitly mentioned in the preceding paragraph.

4. **Certain Mandatory Disclosures.** The Municipal Advisor covenants and agrees to provide to the City and the School System disclosures of potential conflicts of interest and certain legal or disciplinary events required by Municipal Securities Rulemaking Board Rule G-42 (the “Disclosures”), as initially set forth below. The Municipal Advisor agrees to promptly amend or supplement the Disclosures to

reflect any material changes or additions to the Disclosures. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this Contract to the same extent as if set forth herein.

- a. *Legal or Disciplinary Events.* The Municipal Advisor is required by the Municipal Securities Rulemaking Board Rule G-42 to disclose any legal or disciplinary events related to the Municipal Advisor or its Municipal Advisor Representatives. Information regarding such legal or disciplinary events is filed from time to time with the SEC on Form MA (with respect to the Municipal Advisor) or Form MA-I (with respect to an individual Municipal Advisor Representative), and currently can be found online by searching for Blue Rose Capital Advisors at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. As of the date of this Contract, there are no such events to disclose.
 - b. *Conflicts Associated with Contingent Fee Structures.* The fees to be paid by the City and the School System to the Municipal Advisor are contingent on the successful award of the transaction. Although this form of compensation may be customary, it presents a conflict because when facts or circumstances arise that could cause the transaction to be delayed or fail to close, or that could cause the services of the Municipal Advisor to be unnecessary, Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the transaction or its services.
 - c. *Conflicts Associated with Affiliated Companies.* Conflicts of interest may arise when any affiliate of the Municipal Advisor provides to or on behalf of a client any advice, service, or product that is directly related to the municipal advisory activities to be performed by the Municipal Advisor. MuniPriceTracker, LLC ("MPT"), and HedgeStar, LLC ("HedgeStar"), are affiliates under common ownership with the Municipal Advisor. MPT provides bond pricing transparency for business and tax compliance purposes and may provide these services either to you directly or to bond counsel in connection with the Bonds. In connection with its services, MPT would receive a separate fee. HedgeStar provides valuations for derivatives and fixed income instruments, financial reporting, and hedge accounting services, and may provide these services to you under separate contract. Any recommendation by the Municipal Advisor to enter into, modify, transfer, novate, or terminate an interest rate swap or other derivative, or to select one type of investment versus another, to a client who contracts with HedgeStar may result in additional or decreased fees payable to HedgeStar. In addition, valuations provided by HedgeStar may be reported in your audited financial statements and may affect a creditor's or investor's assessment of your financial position or credit strength.
 - d. *Conflict Mitigation.* The Municipal Advisor expects to manage and mitigate any conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the City and the School System which require it to put the interests of the City and the School System ahead of its own.
5. **Termination.** The City and the School System may terminate this Contract, in whole or in part and for any reason, prior to award of a bid pursuant to paragraph 3 above.
 6. **Personnel Assigned.** The Municipal Advisor shall utilize the individuals identified to the City and the School System for the provision of services set forth in the Contract except as otherwise specifically

approved by the chief fiscal officer of the School System or such other designee (the “Chief Fiscal Officer”).

7. **Records and Accounts.** The Municipal Advisor shall maintain all records and accounts in connection with the services performed pursuant to this Contract in the manner and for at least the length of time prescribed by rules, regulations and industry standard guidelines governing municipal advisors.
8. **Complaints.** The Municipal Advisor is registered as a “Municipal Advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”).

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

9. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City, the School System, and the Municipal Advisor concerning the Contract. Neither the City, the School System, nor the Municipal Advisor has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.
10. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Minnesota.
11. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party’s behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.
12. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
13. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this contract was approved and duly executed by the City of Dalton
this ____ day of May, 2018.

CITY OF DALTON

Mayor

IN WITNESS WHEREOF, this Contract was duly executed by the Municipal Advisor this 16th day of May, 2018.

BLUE ROSE CAPITAL ADVISORS, LLC

By 
Title: Managing Director

DALTON DEPOT MARKETING CONSULTING AGREEMENT

This Agreement is made this ___ day of May 2018 between the City of Dalton, Georgia, hereafter “the City,” as owner of the historic Dalton Depot and The Georgia Trust for Historic Preservation, hereafter “the Trust” as the consultant for marketing and sale of the Dalton Depot building.

Term of Agreement. This Agreement shall commence upon its execution by both parties and shall continue for six (6) months from its commencement.

Purpose of the Agreement. The purpose of this Agreement is for the Trust to act as a consultant to the City to expose the Dalton Depot to potential preservation minded investors and developers who may purchase the building, rehabilitate it in a timely basis according to the Secretary of Interior Standards for Rehabilitation, and operate it as an asset to the City. It is also the understanding of the parties that the Trust will strongly encourage the potential buyer to place a perpetual historic preservation conservation easement on the property.

Duties of the Trust. For the term of the agreement, the Trust will advertise and market the Dalton Depot in the Trust’s publications and other media which specialize in the sale of historic properties. The Trust will erect a sign, at its expense, on the premises, will field phone calls, emails and other inquiries, and will diligently answer said inquiries to identify an appropriate purchaser and developer of the property. The Trust will vet and check references and qualifications of potential purchasers to determine their experience and track record in the rehabilitation of historic commercial buildings and will report the results of this research to the City. The Trust will further negotiate with a

potential buyer and will work with the City to enter a valid purchase contract in accordance to the City's requirements.

In the event a qualified buyer is identified, and is accepted by the City, the Trust will provide consultation and review of a legally binding Preservation Agreement between the City and the buyer. The Preservation Agreement will establish enforceable benchmarks for rehabilitation on a set schedule of deadlines to ensure that the project is completed in a timely manner in accordance with the Secretary of Interior Standards for Rehabilitation.

Duties of the City. The City, during the term of the agreement, will pay the Trust fees in the amount listed below. The City will promptly show the property to potential purchasers. The City will keep the property clean, secure, weather tight, and otherwise in attractive condition to potential purchasers. The City will be responsible for preparing a purchase contract in case of an oral offer received by the Trust, according to the City's legal requirements, including the right of the City to reject all offers. The City will furnish to the Trust a marketing price, which will be the public asking price for the property, as well as an acceptable sales price, which the Trust will not disclose. The City will also provide further information that it may have to the Trust such as floor plans, building history, history of utility payments, condition reports, etc.

Fees. The City will pay the Trust a total of Six Thousand Dollars (\$6,000) for marketing consulting services to be provided as defined in this Agreement. At the time a qualified buyer is identified, and purchase contract is prepared, the City will pay the Trust a fee of One Thousand Dollars (\$1,000) for consultation and review of a binding Preservation Agreement.

The parties do hereby agree to cooperate with one another during the term of this agreement to fulfill the purposes which are stated herein.

SIGNATURES BELOW

**Dennis Mock, Mayor
City of Dalton**

**Mark C. McDonald, President & CEO
The Georgia Trust for Historic Preservation**