



**MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 21, 2017
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION - 5:00 P.M. - COUNCIL CHAMBER

1. Public Hearing for Proposed Property Tax Increase for Setting of 2017 Millage Rate
2. 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)*
5. Proclamation: "CONSTITUTION WEEK" - SEPTEMBER 17-23, 2017
Ms. Dell Bailey and Ms. Martha Moses, DAR
6. Minutes: Work Session and Regular Meeting Minutes of August 7, 2017
7. Unfinished Business:
 - A. Ordinances - Second Reading:

Ordinance 17-05
To Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

Ordinance 17-06
To Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Offenses And Miscellaneous Provisions"; To Amend Article IV Captioned "Offenses Against Public Order And Safety" To Add a New Division 7 Captioned "Aggressive Panhandling"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

8. **New Business:**
 - A. **Ordinance – First Reading:**
Ordinance 17-07
To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned “Alcoholic Beverages”; By Striking, Repealing And Deleting Section 6-18 Captioned: “Hours And Sale Of Alcoholic Beverages For Consumption On The Premises”. In Its Entirety And Substituting In Lieu Thereof A New Section 6-18 Captioned: “Hours And Sale Of Alcoholic Beverages For Consumption On The Premises”; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.
 - B. Resolution 17-14
A Resolution to appoint election officials for the City of Dalton General Election and Special Election to be held on Tuesday, November 7, 2017 and to authorize the Elections Superintendent to appoint such other poll official as may be necessary for the General Election and the Special Election.
 - C. Subconsultant Agreement between PFM Group Consulting LLC and Enterprise Community Partners, Inc. for City of Dalton Business Consulting Services.
 - D. Appointments:
Appointment of Zab Mendez to the Recreation Commission to fill an unexpired 5-year term to expire December 31, 2021. Current member is Adam Martinez.
9. Supplemental Business
10. Adjournment

PROCLAMATION



"CONSTITUTION WEEK" SEPTEMBER 17 - 23, 2017

WHEREAS, September 17, 2017 marks the 230th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, every anniversary of the Constitution provides an historic opportunity for all Americans to learn about and to reflect upon the rights and privileges of citizenship and its responsibilities; and

WHEREAS: it is the privilege and duty of the American people to commemorate the 230th anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 - 23 as Constitution Week.

NOW, THEREFORE, BE IT RESOLVED, I, Dennis Mock, Mayor of the City of Dalton, Georgia hereby proclaim the week of September 17 - 23, 2017 as

"CONSTITUTION WEEK"

and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

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

Mayor



Date

August 21, 2017

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
AUGUST 7, 2017

The Mayor and Council held a Work Session this evening at 5:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tyree Goodlett, Tate O'Gwin and Gary Crews and City Attorney James Bisson and several department heads.

Mayor Mock reviewed with the Council each of the items on the agenda.

An Executive Session of the Mayor and Council was called on the motion of Alderman O'Gwin, second Alderman Crews, to discuss a personnel issue. The vote was unanimous in favor.

Present for the Executive Session Meeting were Mayor Dennis Mock, Aldermen Tyree Goodlett, Gary Crews, Tate O'Gwin, and Denise Wood, Human Resources Director Greg Batts and City Attorney James Bisson.

No Action Was Proposed Or Taken.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 5:59 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
AUGUST 7, 2017

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, Tate O'Gwin, Tyree Goodlett, Gary Crews and City Attorney James Bisson.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

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.

PUBLIC COMMENTARY

Several citizens and members of the League of Women Voters came before the Mayor and Council to request that the Mayor and Council not vote/approve Resolution 17-10:

A Resolution To Regulate And Provide For The Calling Of An Election To Determine The Issuance Or Non issuance Of City Of Dalton, Georgia General Obligation Bonds In The Aggregate Principal Amount Of Up To \$50,650,000 For The Purpose Of Providing Funds To (A) Acquire, Construct, Install And Equip Certain Capital Projects For Dalton Public Schools, (B) Pay Capitalized Interest On The Bonds Issued To Fund Such Projects, And © Pay All Expenses Including To Accomplish The Foregoing; To Provide For The Date And The Maximum Interest Rate Or Rates Of Interest Which Such Bonds Shall Bear And The Schedule Of Maturities Of Said Bond Issue; To Provide For The Levy And Collection Of Taxes To Service Said Bond Issue, If So Authorized; And For Other Related Purposes.

The citizen compliants were to name a few (1) the resolution should be tabled until after May 18, 2018 election when a possible petition to dismantle the City School system can be placed on the ballot to be voted on, (2) the requested amounts for projects are vague and have not been vetted, (3) the interest rate at 4.5% on \$50,650.000 could make the total amount of re-payment upwards of \$100 million dollars for tax payers to pay.

School Board member Steve Laird stated that the Board will do a better job of communicating their intentions.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting Minutes of July 17, 2017. On the motion of Alderman Wood, second Alderman O'Gwin, the minutes were approved as written and adopted.

ORDINANCE - SECOND READING

Ordinance 17-04

On the motion of Alderman O'Gwin, second Alderman Wood, the Mayor and Council adopted Ordinance 17-04 to Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned "Fire Prevention and Protection" By Striking, Repealing And Deleting Section 54-1 Captioned "Fire Hydrants And Water Mains" In Its Entirety And Substituting In Lieu Thereof A New Section 54-31 Captioned "Fire Hydrants And Water Mains"; 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.

CONSTRUCTION CONTRACT WITH ASTRA GROUP, INC.

The Mayor and Council reviewed the Construction Contract with Astra Group, Inc., for Haig Mill Lake Park Project in the amount of \$3,775,527.22. On the motion of Alderman Goodlett, second Alderman Wood, the Council authorized the Mayor to execute the contract. The vote was unanimous in favor.

CONTRACT WITH BARTOW PAVING COMPANY, INC.

The Mayor and Council reviewed the Contract with Bartow Paving Company, Inc for 2017 LMIG Milling and Resurfacing of Various City Streets in the amount of \$1,274,265.72. On the motion of Alderman Crews, second Alderman Wood, the Council authorized the Mayor to execute the contract. The vote was unanimous in favor.

LEASE AGREEMENT WITH GEORGIA MOUNTAINS HEALTH SERVICES, INC.

The Mayor and Council reviewed the Lease Agreement with Georgia Mountains Health Services, Inc. for a leased space within the Mack Gaston Community Center at 218 North Fredrick Street for the operation of its primary care clinic to provide affordable health care to the community. The lease shall commence on August 8, 2017 and terminate on July 31, 2018 at midnight. On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the Lease Agreement. The vote was unanimous in favor.

RESOLUTION 17-10 - DALTON PUBLIC SCHOOLS GENERAL OBLIGATION BONDS

On the motion of Alderman Goodlett, second Alderman O'Gwin, the Mayor and Council voted to approve Resolution 17-10. Aldermen Goodlett, O'Gwin, and Wood voted aye, Alderman Crew voted naye. Resolution 17-10 is to Regulate And Provide For The Calling Of An Election To Determine The Issuance Or Non issuance Of City Of Dalton, Georgia General Obligation Bonds In The Aggregate Principal Amount Of Up To \$50,650,000 For The Purpose Of Providing Funds To (A) Acquire, Construct, Install And Equip Certain Capital Projects For Dalton Public Schools, (B) Pay Capitalized Interest On The Bonds Issued To Fund Such Projects, And © Pay All Expenses Including To Accomplish The Foregoing; To Provide For The Date And The Maximum Interest Rate Or Rates Of Interest Which Such Bonds Shall Bear And The Schedule Of Maturities Of Said Bond Issue; To Provide For The Levy And Collection Of Taxes To Service Said Bond Issue, If So Authorized; And For Other Related Purposes.

RESOLUTION 17-12 - BROWN DOG PROPERTIES

Endorsement of Downtown Development Revolving Loan Fund Application of Brown Dog Properties, LLC to renovate certain real property and improvements located at 109 West Morris Street in Downtown Dalton. On the motion of Alderman Crews, second Alderman Wood, the Mayor and Council approved the resolution. Aldermen Crews, Wood, and Goodlett voted aye. Alderman O'Gwin recused himself.

ORDINANCES - FIRST READING:

Ordinance 17-05

The Mayor and Council held the first reading of Ordinance 17-05 to Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

Ordinance 17-06

The Mayor and Council held the first reading of Ordinance 17-06 to Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Offenses And Miscellaneous Provisions"; To Amend Article IV Captioned "Offenses Against Public Order And Safety" To Add a New Division 7 Captioned "Aggressive Panhandling"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

APPOINTMENTS

On the motion of Alderman Wood, second Alderman O'Gwin, the Mayor and Council approved the following:

Reappointment of Deanna Mathis to the Planning and Zoning Commission for a 4-year term to expire July 10, 2021.

Reappointment of Jim Lidderdale to the Planning and Zoning Commission for a 4-year term to expire July 10, 2021.

Appointment of Patrick Townsend to the Library Board for a 3-year term to expire June 30, 2020.

The vote was unanimous in favor.

The appointment of Scott Delay to the Library Board for a 3-year term to expire June 30, 2020 was removed.

Mayor and Council
Minutes
Page 4
August 7, 2017

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:28 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

Ordinance 17-05

To Amend Chapter 98 of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Streets, Sidewalks And Other Public Places, By Striking, Deleting And Repealing The First Sentence of Section 98-47(e) In Its Entirety And Substituting In Lieu Thereof A New First Sentence Of Subsection 98-47(e); By The Addition Of A New Subsection 98-47(f); To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

Amend Chapter 98 of The 2001 Revised Code of the City of Dalton, Georgia captioned "Streets, Sidewalks and Other Public Places, by striking, deleting and repealing the first sentence of Subsection 98-47(e) in its entirety and substituting in lieu thereof a new first sentence of Subsection 98-47(e) which shall read as follows:

(e) In any of these circumstances except (b) and (d) above, the following procedure shall be followed:

Section 2.

Amend Chapter 98 of The 2001 Revised Code of the City of Dalton, Georgia captioned "Streets, Sidewalks and Other Public Places, by the addition of a new Subsection 98-47(f) which shall read as follows:

(f) If the change of a street name, or any portion thereof, is necessitated by Subsection 98-47(b) or Subsection 98-47(d) above, the following procedure shall be followed:

- (1) The property owner or owners abutting the street or portion thereof proposed to be renamed shall be contacted in writing, using the tax assessor's information to identify ownership. The notice shall advise the property owners of the new name, the date the change will take effect and the reason for the change.

(2) Notification of the name change shall be sent to the parties listed in Subsection 98-47(e)(7) by the fire department or his designee.

Section 3.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 4.

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

Section 5.

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

SO ORDAINED this ____ day of _____, 2017.

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:

CITY CLERK

MAYOR

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

ORDINANCE 17-06

To Amend Chapter 74 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Offenses And Miscellaneous Provisions"; To Amend Article IV Captioned "Offenses Against Public Order And Safety" To Add a New Division 7 Captioned "Aggressive Panhandling"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1:

Amend Chapter 74 of the 2001 Revised Code of the City of Dalton, Georgia, captioned "Offenses and Miscellaneous Provisions" by adding a new Division 7 captioned "Aggressive Panhandling" which shall read as follows:

Division 7. Aggressive Panhandling

Sec. 74-193. Offense. It shall be an offense against the city, the good order, peace and tranquility thereof, and an affront to public safety and the well-being of its citizens, for any person to engage in "aggressive panhandling", as defined in this section.

Sec. 74-194. Definitions. As used in this ordinance, the following definitions shall apply:

(a) *Panhandling* shall mean any solicitation made in person upon a street, public way, public place including any park or plaza, or on public or private property open to the public for general business use in which a person solicits an immediate donation of money, gratuity, or other thing of value from another person, and includes but is not limited to seeking donations of cash.

(b) *Aggressive panhandling* shall mean panhandling in an aggressive manner, including any of the following actions:

(i) Panhandling while at any time before, during, or after the solicitation physically touching the solicited person without the solicited person's express prior consent, so as to create fear or apprehension of bodily harm by the solicited person;

(ii) Panhandling a person while such person is standing in line or waiting to be admitted to a general business establishment, show, or event; while waiting in a parked motor vehicle; or while occupying a standing motor vehicle, either in stopped or standing traffic on a roadway or in a drive-thru line at a general business establishment;

(iii) Panhandling by intentionally and physically obstructing the path of the solicited person or blocking entry by the solicited person to any building or vehicle;

(iv) Panhandling while intentionally following behind, alongside, or ahead of the solicited person who walks away from the panhandler to avoid being solicited;

(v) Panhandling while using profanity or abusive language either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communicative action that would cause a reasonable person to be fearful for his safety or intimidated not to make a donation;

(vi) Panhandling in a group of two or more persons; or

(vii) Panhandling between the hours of 11:00 o'clock p.m. and 6:00 o'clock a.m.

(c) *General business use* shall include all commercial, retail, industrial, educational and governmental buildings, structures, and uses to which the general public has access, and any related parking lots and areas common thereto.

Sec. 74-195. Permitted conduct. The following shall not constitute panhandling or aggressive panhandling:

- (a) Solicitations seeking a contribution or donation to be paid at a future date and time shall not constitute panhandling.
- (b) The act of passively standing or sitting with a sign indicating a donation will be accepted, and which may or may not be accompanied by the selling of an item of little to no monetary value, unless within 25 feet of a business entrance or an automated teller machine;
- (c) The performing of music, singing and/or similar street performance, commonly known as "busking", with a sign or other indication that a donation will be accepted; and
- (d) The sale of goods or merchandise, including food and drinks, by a vendor during a sanctioned street festival or similar event.

Sec. 74-196. Government Interest. To the extent this section may create a content-based limitation on free speech, it is the position of the city, as found by its mayor and council in enacting this section, that the interest of public safety of its citizens outweighs any unintended intrusion on a person's freedom of speech; such governmental interest is deemed compelling. It is the intent of the city to enforce this section in an identical and uniform manner against all violators, and that no person be treated less favorably on account of race, color, creed, religion, gender, domestic relationship, familial status, sexual orientation, national origin, political affiliation, transgender identity, or based upon the content of their speech or message conveyed.

Sec. 74-197. Private property. Nothing in this division is intended to authorize solicitations for cash or other things of value on private property generally accessible to the public when the owner, person or entity in legal possession thereof has conspicuously posted their premises against solicitations, and not expressly consented to such activity on its premises, including in parking lots and common areas thereof.

Sec. 74-198. Sanctions. A law enforcement officer reasonably suspecting a person to have engaged in aggressive panhandling under this section shall first warn the person that such conduct is unlawful and admonish the person to cease such activity and leave the premises where the conduct occurred. Any person engaged in aggressive panhandling, who fails to heed a reasonable warning from a law enforcement officer that such conduct is unlawful, shall be cited to appear before the municipal court; upon conviction, the person shall be sentenced to a fine not to exceed \$1,000.00, with the alternative of other punishment allowed by law in the event such fine is not paid; to sentence such person to community service work; or to impose a sentence consisting of any combination of the penalties provided for herein. Each act of aggressive panhandling prohibited by this division shall constitute a separate offense.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

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

Section 4.

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 _____, 2017.

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:

CITY CLERK

MAYOR

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

ORDINANCE 17-07

To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages"; By Striking, Repealing And Deleting Section 6-18 Captioned: "Hours And Sale Of Alcoholic Beverages For Consumption On The Premises". In Its Entirety And Substituting In Lieu Thereof A New Section 6-18 Captioned: "Hours And Sale Of Alcoholic Beverages For Consumption On The Premises"; To Provide For An Effective Date; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

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

Section 1.

Amend Chapter 6 of the 2001 Revised Code of the City of Dalton, Georgia, captioned "Alcoholic Beverages" by striking, repealing and deleting Section 6-18 Captioned: "Hours and sale of alcoholic beverages for consumption on the premises" in its entirety and substituting in lieu thereof a new Section 6-18 Captioned: "Hours and sale of alcoholic beverages for consumption on the premises" which shall read as follows:

Sec. 6-18. - Hours and sale of alcoholic beverages for consumption on the premises. Unless state laws and regulations hereafter provide otherwise, alcoholic beverages for consumption on the premises may be sold Monday through Saturday from 8:00 a.m. to 2:55 a.m. the following day. Properly licensed eating establishments, micro-distilleries, micro-breweries and establishments which derive at least 50 percent of their annual gross income from the rental of rooms for overnight lodging, may sell alcoholic beverages for consumption on the premises on Sunday from 12:30 p.m. to 12:00 Midnight.

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

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

Section 4.

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 _____, 2017.

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:

CITY CLERK

MAYOR

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

RESOLUTION 17-14

A Resolution to appoint election officials for the City of Dalton General Election and Special Election to be held on Tuesday, November 7, 2017 and to authorize the Elections Superintendent to appoint such other poll official as may be necessary for the General Election and the Special Election.

Whereas, the Mayor and Council announce that a General Election will be conducted on Tuesday, November 7, 2017 for the following positions: Alderman Ward 2, Alderman Ward 4, Mayor, and two (2) City of Dalton Board of Education positions held presently by Sherwood Jones III, and Steve Laird; and

Whereas, the Mayor and Council announce that a Special Election will be conducted on Tuesday, November 7, 2017 regarding the issuance of general obligation bonds of up to \$50,650,000 for projects of the City of Dalton Board of Education.

Therefore be it resolved, that for the General Election and the Special Election the following persons are appointed to the positions following their respective names: Mary Hammontree as Election Superintendent; Rhonda Franks, Andrea Springfield, and George Smith as Ballot Clerks; Mary Hammontree as Chief Registrar; Bernadette Chattam as Municipal Qualifying Officer; Robert Hull and Rick Little as Machine Custodians; and

Be it further resolved, that the Elections Superintendent is hereby authorized to select and appoint qualified poll managers and poll officers as required to accommodate the polling places of voting precincts during the General Election and the Special Election.

Adopted this _____ day of _____, 2017.

The City of Dalton, Georgia

Attest:

By: _____
Dennis Mock, Mayor

Bernadette Chattam, City Clerk

SUBCONSULTANT AGREEMENT

THIS SUBCONSULTANT AGREEMENT (this "Agreement") is entered into as of June 13, 2017 (the "Effective Date"), by and between PFM Group Consulting LLC ("PFM"), and Enterprise Community Partners, Inc. ("SUBCONSULTANT").

WHEREAS, PFM has been engaged by the City of Dalton, GA ("Client") to perform certain services under a contract (the "Prime Contract"), attached hereto as Exhibit A; and

WHEREAS, PFM is engaging SUBCONSULTANT to perform certain of such services ("Services") under the terms and conditions of this Agreement and the Prime Contract.

FOR AND IN CONSIDERATION OF the mutual agreements herein, and each intending to be legally bound, PFM and SUBCONSULTANT agree as follows:

1. Services.

1.1 **Performance.** PFM will act as prime contractor, and PFM hereby engages SUBCONSULTANT to perform the services as a first-tier SUBCONSULTANT to PFM under the Prime Contract. Each and every one of the terms, conditions and obligations of PFM under the Prime Contract are binding upon and shall be performed and observed by SUBCONSULTANT in favor of PFM and the Client insofar as may be applicable to the Services. SUBCONSULTANT may not assign this Agreement or subcontract any portion of the services to be performed hereunder to any other person or entity without the express prior written approval of PFM and the Client. PFM may, with notice, assign this Agreement, including all rights, privileges and obligations of SUBCONSULTANT, to Client.

1.2 **Tasks.** Specific services to be performed by SUBCONSULTANT are set forth in Exhibit B hereto. SUBCONSULTANT will provide to PFM all Services, including all labor, materials, and other resources, necessary to provide and perform the requirements set forth in Exhibit B employing such standard of performance and diligence as is applicable to PFM under the Prime Contract. SUBCONSULTANT agrees to coordinate and to work with PFM, at the direction of PFM, to ensure an appropriate interaction between the work of PFM and SUBCONSULTANT.

1.3 **Changes.** Changes to the Services will be subject to the mutual agreement of PFM, SUBCONSULTANT, and, if required, Client. Within ten (10) days of receiving notice from PFM of a proposed change, SUBCONSULTANT will provide PFM with a written statement of the estimated hours required (or fixed price if requested by PFM) to complete the change and any proposed price increase or decrease that would result from the proposed change, including justification. Subsequently, upon issuance by PFM of an amendment or supplement hereto, SUBCONSULTANT will proceed in accordance with the change.

1.4 **Personnel.** Any personnel designated by SUBCONSULTANT to perform Services will be subject to prior approval of PFM. PFM will have the right to review the qualifications of and interview (in person or by telephone, as practicable) all personnel selected by SUBCONSULTANT to perform Services under this Subcontract. Personnel so identified will be considered key personnel and will not be removed without PFM's prior approval.

SUBCONSULTANT agrees not to reassign or divert any such personnel from performance hereof without the prior written consent of PFM. In the event it becomes necessary to remove such personnel for reasons beyond the control of SUBCONSULTANT, SUBCONSULTANT will deliver to PFM reasonable advance written notice thereof, which notice will designate the name and qualifications of the proposed replacement, who will be subject to PFM's approval. SUBCONSULTANT, at PFM's request, will remove any personnel performing the Services and promptly provide a substitute satisfactory to PFM.

1.5 PFM Project Manager. PFM's Engagement Manager will be David Eichenthal ("PFM Engagement Manager"). SUBCONSULTANT will report to and work under the direction of the PFM Engagement Manager or his authorized designee. SUBCONSULTANT will make all reasonable efforts to support PFM's project management, providing such information, data, documentation, attendance at meetings and calls as the Client may require. SUBCONSULTANT will make contact with Client only with the knowledge, prior concurrence and participation of PFM.

1.6 Decisions. PFM will have final decision-making authority on all matters arising under the Prime Contract and this Subcontract. Decisions in areas related to or impacting the SUBCONSULTANT will be made in consultation with the appropriate SUBCONSULTANT management personnel

1.7 No Lobbying; No Solicitation. SUBCONSULTANT will not engage in "lobbying" or "soliciting" (as those terms are defined under applicable Federal, state and local laws and regulations) in connection with the Prime Contractor with this Agreement.

1.8 Code of Business Ethics. PFM is committed to conducting its business free from unlawful, unethical or fraudulent activity. SUBCONSULTANT, represents and agrees that its officers and personnel have read and will act in a manner consistent with the ethical and professional standards of PFM set forth in the *PFM Company Policy and Code of Ethics*.

2. Compensation and Payment Terms.

2.1 Payment. PFM will pay the SUBCONSULTANT an hourly rate as follows: Senior Director at a rate of \$230.00 per hour, Director at a rate of \$180.00 per hour, and Senior Program Director at a rate of \$155.00 per hour up to a cap of \$15,000.00. In addition, PFM shall reimburse SUBCONSULTANT for reasonable travel and travel-related costs. SUBCONSULTANT will adhere to GSA per diem rates for food and lodging wherever possible.

2.2 Invoicing. For work performed, SUBCONSULTANT shall invoice for an amount based on the number of hours of services provided and for travel expenses incurred.

SUBCONSULTANT shall submit an invoice to PFM upon completion of the project. The invoice shall indicate the number of hours that the SUBCONSULTANT has worked on the project and the activities performed during those hours. The invoice shall be reviewed and approved by PFM in a timely fashion. SUBCONSULTANT shall also provide receipts in support of any travel

expenses incurred. SUBCONSULTANT agrees to furnish PFM with any additional information PFM may request to support the SUBCONSULTANT invoice.

PFM shall submit an invoice for payment by the City of Dalton upon completion of the project and delivery of the report to the Client. Payment shall be made by PFM to SUBCONSULTANT within 30 days of payment by the City.

2.3 Taxes. If PFM is required to withhold or deduct any taxes from any payment to SUBCONSULTANT, PFM will not be required to "gross up" the amount of such payment and will pay to SUBCONSULTANT the total amount reflected on the invoice any taxes PFM is required by law to withhold. PFM and SUBCONSULTANT will cooperate in good faith to minimize taxes to the extent legally permissible.

3. Confidential Information.

3.1 Definition. During the course of the performance of the Services, each party may be given access to information (in any form) that relates to the other's past, present, and future development, business activities, products, services, and technical knowledge, and which is identified by the discloser as confidential ("Confidential Information"). Information of the Client will also be deemed to be PFM's Confidential Information.

3.2 Use. A party may use or make copies of the Confidential Information of the other party only to the extent reasonably necessary for purposes of this Agreement or for the parties' discussions regarding potential Services under this Agreement.

3.3 Protection. Each party will protect and will not disclose the Confidential Information of the other in the same manner that it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care. Each party will restrict access to the Confidential Information to those of its personnel (including such personnel employed by its affiliates) engaged in the performance, management, receipt or use of the Services under this Agreement, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement.

3.4 Return. Each party will return or destroy the other party's Confidential Information in its possession upon request by the other party.

3.5 Exceptions. Nothing in this Agreement will prohibit or limit a party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the information, (c) acquired by it from a third party which is not under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.

3.6 Compelled Disclosure. If a party receives a subpoena or other validly issued administrative, regulatory or judicial process requesting Confidential Information of the other party, it will promptly notify the other party of such receipt in order to allow the other party to seek protective relief.

4. Ownership and Acceptance.

4.1 **Rights.** The Client will have full ownership of all deliverables (of whatever nature) developed or contributed by SUBCONSULTANT, in connection with the Prime Contract ("Deliverables"), excluding, however, any materials, methodologies, computer programs, documentation and other information proprietary to SUBCONSULTANT that are used to produce the Deliverables and which were in existence prior to the Services being performed or which were developed independently of the Services ("Pre-Existing Materials").

4.2 **Acceptance.** PFM's acceptance of SUBCONSULTANT's Services and the Deliverables will be subject to Client's acceptance of PFM's work product to which SUBCONSULTANT's Services have contributed or into which SUBCONSULTANT's Deliverables have been incorporated. PFM shall give prompt written notice to SUBCONSULTANT whenever PFM observes or becomes aware of any development that affects the scope or timing of SUBCONSULTANT's Scope of Services or any defect in the work of SUBCONSULTANT.

5. Warranties.

5.1 **Performance.** SUBCONSULTANT warrants to PFM and the Client that it will perform the Services in a professional and workmanlike manner in accordance with all applicable standards generally required of consultants performing the same or similar services. Services not in compliance with the preceding warranty or Deliverables not accepted in accordance with the terms of this Agreement will be reperfomed at no additional cost to PFM. If such deficiencies are not corrected in a timely manner, PFM may cause the same to be corrected and deduct costs incurred from SUBCONSULTANT's compensation. At all times during the performance of the Services by the SUBCONSULTANT, PFM will have the right to inspect the Deliverables produced by SUBCONSULTANT hereunder.

5.2 **Prime Contract.** In addition to the warranties contained in Section 5.1, SUBCONSULTANT warrants to PFM its Services and the Deliverables in the same manner, to the same extent, and for the same period of time (measured from acceptance by Client of the ultimate PFM work product into which SUBCONSULTANT's Deliverables have been incorporated) as PFM warrants the same to Client under the Prime Contract.

5.3 **Infringement.** SUBCONSULTANT warrants that no Deliverables will infringe any patent, trademark, copyright or any other proprietary right of any other person.

5.4 **No Conflicts.** SUBCONSULTANT warrants that neither it nor its officers, partners, employees, and/or agents have any existing or potential interest in conflict with the Client or PFM that could reasonably be considered to: (a) negatively impact its performance for the benefit of the Client during this engagement; (b) cause it or PFM to violate any law or regulation; or (c) create any appearance of impropriety (each a "Conflict"). If either party becomes aware of a Conflict during the term of this Agreement, it will promptly bring the matter to the attention of the other party and the parties will work together to reach a mutually satisfactory resolution; if such mutually satisfactory resolution cannot be reached within a reasonable period of time (not to exceed ten (10) business days after first notice, unless mutually agreed), then PFM may immediately terminate this Agreement.

6. **Compliance with Laws.**

6.1 **Generally.** Each party will comply with applicable laws, rules, ordinances and regulations of the United States and the state designated in the governing law provision identified in the Prime Contract. Each party has full right, power and authority, including without limitation all applicable governmental and regulatory authority, registrations and licenses, necessary to execute and deliver this Agreement and perform its obligations hereunder and under the Prime Contract; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and consummation by it of the transactions contemplated hereby has been duly and validly taken.

7. **Indemnification.**

7.1 **Generally.** SUBCONSULTANT will indemnify and hold harmless each of the Client and PFM and each of their affiliates, and their partners, agents, and employees from all loss, liability, expense or claims (collectively, "Claims") (including but not limited to reasonable attorneys' fees and costs of investigation and defense) (i) to the same extent as PFM is obligated to indemnify Client under the Prime Contract, (ii) in respect of any Claim that any Deliverable or other product supplied by SUBCONSULTANT, or use thereof by PFM or Client, infringes any patent, copyright, trademark, trade secret or other proprietary right of any third party, and (iii) a misrepresentation or breach of any term or condition hereof.

7.2 **Prime Contract.** If, as a result of any action or inaction by SUBCONSULTANT, (i) Client terminates the Prime Contract for breach, (ii) PFM is liable to pay damages (including but not limited to credits under the Prime Contract) to Client, and/or (iii) PFM is subject to a reduction in fees by Client, then SUBCONSULTANT will indemnify and save PFM harmless from all losses, including consequential damages, assessments, costs, damages, and/or fee reductions, plus reasonable attorneys' fees and costs of investigation and defense arising from such actions. Under Section 7.2, SUBCONSULTANT'S liability shall not exceed \$15,000.00.

7.3 **Insurance.** SUBCONSULTANT will provide the insurance coverage required by Exhibit C for the benefit of PFM and Client at its own expense. Such insurance must remain in effect until completion of all work specified to be performed under this Agreement.

8. **Relationship of the Parties.**

8.1 **Independent Contractor.** PFM and SUBCONSULTANT will be acting solely as independent contractors. The partners, employees, officers and agents of one party, in the performance of this Agreement, will act only in the capacity of representatives of that party and not as employees, officers or agents of the other party and will not be deemed for any purpose to be employees of the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purposes. SUBCONSULTANT assumes full responsibility for the actions of its personnel while they are performing services pursuant to this Agreement and will be solely responsible for their supervision, daily direction and control, payment of compensation (including withholding of

income taxes and social security), workers compensation, disability benefits and the like. Neither party will commit, nor be authorized to commit or bind, the other party in any manner.

8.2 SUBCONSULTANT Employees. All SUBCONSULTANT personnel ("Personnel") providing services hereunder will be W-2 employees of SUBCONSULTANT. SUBCONSULTANT hereby further understands, represents and agrees that its Personnel are not employees of PFM. Therefore, reading and complying with the *PFM Company Policy and Code of Ethics* does not change the employment status of the Personnel, render the Personnel employees of PFM, provide Personnel any rights or privileges of employment with PFM, or confer upon them or otherwise make them eligible for PFM employee compensation or benefits of any kind.

8.3 Background Checks. PFM will have the right to perform reasonable, public records background checks as permitted by law on any officer, partner, employee, or agent of SUBCONSULTANT that would perform under this Agreement or otherwise participate in the performance of Services. Upon request, SUBCONSULTANT will provide a list of references to PFM and cooperate with PFM as reasonably necessary to confirm the information provided by such references.

8.4 Non-Solicitation. Neither party will solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the other party's Personnel or the Personnel of its affiliates, during the continuation of this Subcontract or during the twelve (12) months after the termination of this Agreement. This Section will not apply to individuals who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel.

8.5 No Third-Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than SUBCONSULTANT and PFM has no third-party beneficiaries.

9. Term and Termination.

9.1 Term. This Agreement will cover services performed and work completed between June 9, 2017 and September 30, 2017.

9.2 Client Action. This Agreement will terminate immediately upon the expiration of the Prime Contract and upon written notice from PFM in the event that Client terminates the Prime Contract prior to its expiration, disapproves the selection of SUBCONSULTANT, disqualifies SUBCONSULTANT for any reason, or directs PFM to terminate this Agreement.

9.3 Convenience. Both parties may terminate this Agreement for convenience upon fifteen (15) days written notice to the other party. In the event of such termination by PFM, PFM will pay SUBCONSULTANT for services performed and expenses incurred prior to the date of such termination, subject to Section 2 above.

9.4 Cause. Either party may, upon giving ten (10) days written notice identifying specifically the basis for such notice, terminate this Agreement for breach of this Agreement, unless the breaching party cures such breach within the ten (10) day period.

9.5 **Effect of Termination.** SUBCONSULTANT shall be reimbursed for services rendered and allowable expenses incurred prior to the termination date, upon submission to PFM of detailed supporting invoices. Upon termination of this Agreement for any reason, SUBCONSULTANT will deliver to PFM all work in process, drafts, and other materials developed in connection with the Project. Upon termination of this Agreement, SUBCONSULTANT further will deliver to PFM any other materials, documentation or information necessary for PFM to complete, or have completed, the work to be performed hereunder by SUBCONSULTANT. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

10. **Books and Records.**

10.1 **Records.** At all times during the continuation of this Agreement, SUBCONSULTANT will maintain a complete and accurate set of files, records, books, papers and accounts ("Records") of all business activities and operations conducted by SUBCONSULTANT in connection with SUBCONSULTANT's performance under this Agreement as described in and complying with the Prime Contract. SUBCONSULTANT will make such Records available to PFM and/or the Client upon request.

10.2 **Audits.** Unless otherwise directed by PFM, SUBCONSULTANT will maintain all Records pertaining to its performance of the Services under this Agreement for a period equal to the period that PFM is obligated to maintain Records pursuant to the Prime Contract. At all times during the continuation of this Agreement and during any additional period, SUBCONSULTANT will make available Records related to its performance of the Services under this Agreement to Client or PFM for inspection, audit and copying, if requested. Such access for Records relating to (a) litigation or settlement of claims arising from the performance of this Agreement, or (b) costs and expenses of this Agreement to which Client's duly authorized representative has taken exception will continue until such appeals, litigation, claims, or exceptions are disposed of. SUBCONSULTANT will promptly notify PFM in writing of its receipt of a request from Client to examine or obtain copies of SUBCONSULTANT's Records.

11. **Prime Contract Requirements Applicable.** SUBCONSULTANT will take all reasonable and necessary steps to enable PFM to comply with the Prime Contract. Notwithstanding any other provision to the contrary, all Services and/or Deliverables will be produced and performed fully in accordance with the provisions of the Prime Contract set forth in Exhibit A, which by this reference are incorporated herein and made a part hereof.

12. **Miscellaneous.**

12.1 **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or

written. This Agreement may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart. Nothing in this Agreement is intended or will be construed to confer on any party (other than PFM, SUBCONSULTANT, Client and the parties entitled to indemnification) any rights, benefits or remedies of any kind, and no other party will be deemed to be a third party beneficiary.

12.2 Modification. This Agreement may not be modified or amended except by the mutual written agreement of the parties. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such invalidity will not affect the other terms or provisions of this Agreement or this Agreement as a whole. Such term or provision will be deemed modified to the extent necessary, in the court's or panel's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible, the intent and agreements of the parties set forth in this Agreement. Upon such modification, the rights and obligations of the parties will be construed and enforced in accordance with such modification.

12.3 Notices. Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested), or upon delivery by overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth on the signature page of this Agreement. Either party may designate a different address by notice to the other given in accordance with this Agreement.

12.4 Publicity. SUBCONSULTANT will not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that PFM or Client endorses, recommends or prefers SUBCONSULTANT's services or products. SUBCONSULTANT will not use PFM's or Client's name or trademarks in any promotional materials, press releases, or other communications with third parties without the prior written consent of PFM, and if PFM deems necessary, Client.

12.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement is not a waiver of that party's right later to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

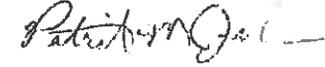
12.6 Governing Law. All questions arising under or in connection with this Agreement will be governed and determined by the law applicable to the Prime Contract. If the Prime Contract fails to specify governing law, Pennsylvania law will apply to any disputes arising under this Agreement, without giving effect to its conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and Client hereby acknowledges and agrees to the terms and conditions herein and consents to the subcontract of services contemplated hereby, as of the date first written above.

PFM GROUP CONSULTING LLC

Enterprise Community Partners, Inc.

By: 
(Authorized Signature)

By: 
(Authorized Signature)

Name: DAVID EICHENTHAL
(Printed or Typed)

Name: Patrick M. Jordan
(Printed or Typed)

Title: MANAGING DIRECTOR

Title: 6/22/17
(Printed or Typed)

Address: 850 MARKET ST
CHATTANOOGA TN 37402

Address: _____

Date: 8/10/2017

Date: _____

Acknowledged and agreed to in accordance with the above terms and conditions.

City of Dalton, Georgia

By: _____
(Authorized Signature)

Name: _____
(Printed or Typed)

Title: _____

Address: _____

Date: _____

EXHIBIT A

PRIME CONTRACT

PFM GROUP CONSULTING LLC **AGREEMENT FOR MANAGEMENT AND BUSINESS CONSULTING SERVICES**

This agreement, made and entered into this 6th day of June, 2017 by and between The City of Dalton, Georgia ("Client" or "the City") and PFM Group Consulting LLC (hereinafter called "PFM") sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the Client is desirous of obtaining the professional services of an advisor to provide management and budget consulting services, specifically an operational review of the City of Dalton; and

WHEREAS, PFM is capable of providing the necessary advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, the Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM will provide a high level review of the operations of the City of Dalton to identify opportunities for increased efficiency and effectiveness with a goal of making recommendations that will yield budgetary savings and service improvements. The review will also examine the overall structure of City government and the City's relationship with key related entities. Our findings and recommendations will be based on benchmarking that includes cities similar in size to Dalton and our deep knowledge of local government best practices. PFM will also make recommendations on priorities and next steps for implementation.

Data Request and Analysis: The PFM team will request and analyze data on current and historical staffing, organization charts, job descriptions, key departmental contracts or partnership relationships, departmental strategic plans, departmental key performance metrics, internal or external evaluations, historical revenue and spending, current and historical levels of actual vs. budgeted staffing, and other basic information necessary to assess current operations and performance.

Kick-off: PFM will hold a series of meetings with department heads and the leadership of the related entities.

Benchmarking and Best Practices: PFM will work with the City to identify a group of five benchmark cities and 20 key metrics for our benchmarking process. PFM will also review our library of best practices research to determine applicability to the City.

Findings, Recommendations and Report: Based on meetings with City officials and leadership of related entities, benchmarking research and best practices in other cities, PFM will initially develop a report

outline for review and consideration by the City. Based on the agreed upon outline, PFM will draft a preliminary report. The final report will make recommendations on priorities and next steps for implementation.

II. WORK SCHEDULE

- June 2017: Data collection and document review.
- July 2017: Kick-off interviews
- July-August 2017: Research and analysis; draft outline for review.
- September 2017: Project completion and delivery of recommendations and report.

III. ADVISORY COMPENSATION

PFM shall receive a fixed fee of \$75,000, with travel costs reimbursed and not to exceed \$2,500. The entire amount will be due at the completion of the project and upon delivery of the report to the Client.

IV. TERMS AND TERMINATION

This Agreement shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party.

V. NON-ASSIGNABILITY

Enterprise Community Partners, Inc. shall be a subcontractor to PFM on this project. PFM shall not assign any interest in this Agreement or subcontract any additional work to be performed under the Agreement without the prior written consent of the Client.

VI. INFORMATION TO BE FURNISHED TO THE ADVISOR

All information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement shall be furnished to PFM and the Client shall cooperate with PFM in all reasonable ways.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended. The parties designate the following as the respective places for giving notice, to-wit:

THE CITY OF DALTON, GEORGIA

City Hall, 300 West Waugh Street
Dalton, GA 30722
Attention: Cindy Jackson

PFM GROUP CONSULTING LLC

850 Market Street, 2nd Floor
Chattanooga, TN 37402
Attention: David Eichenthal

VIII. TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, PFM shall deliver to the Client copies of any and all material pertaining to this Agreement.

IX. ADVISOR'S REPRESENTATIVES

The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

X. INDEPENDENT CONTRACTOR

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement.

XI. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of the day and year herein above written.

THE CITY OF DALTON, GEORGIA

By: _____

Dennis Mock

Mayor

June 6, 2017

PFM GROUP CONSULTING LLC

By: _____

David Eichenthal

Managing Director

June 6, 2017

EXHIBIT B

TASKS

SUBCONSULTANT will work with PFM in the execution of PFM's contract with the City of Dalton to provide expert consulting support to provide a high level review of the City's operations to identify opportunities for increased efficiency and effectiveness, make recommendations that will yield budgetary savings and service improvements, and examine the overall structure of City government and the City's relationship with key related entities.

For this project, SUBCONSULTANT shall provide the following support:

- Participate in meetings with PFM, City officials and other stakeholders.
- Assist in the organization of meetings and presentations.
- Assist in the conduct of interviews with City officials and other identified stakeholders.
- Assist in data collection and analysis, as needed.
- Draft sections of the final report to the City.
- Review, comment upon and edit drafts, data analyses, and other work products.

Specifically, SUBCONSULTANT's support shall focus on the review of the City departments, related entities, and topic areas:

Enterprise will support efforts focused on the overall operations of the City and the City's relationship with key housing and community development entities such as the Dalton Housing Authority and the Downtown Dalton Development Authority and recommendations to enhance their capacity to support affordable housing and community development.

- Collect and review prior analyses and studies.
- Develop data requests and discussion guides.
- Participate and lead meetings with elected officials, City staff, and leadership of related entities.
- Conduct benchmarking and best practices analysis.
- Develop specific strategies and initiatives and identify costing.
- Draft sections of the report and recommendations.

EXHIBIT C

INSURANCE REQUIREMENTS

For at least the term of the Agreement or as more specifically described below, SUBCONSULTANT and its SUBCONSULTANTS will maintain insurance consistent with the requirements of the Prime Contract.

Other Requirements:

Within 10 days of execution of this Agreement, SUBCONSULTANT will furnish certificates of insurance evidencing the policies described above, satisfactory to PFM as to contents and carriers. All SUBCONSULTANT policies will be primary, PFM's insurance will be non-contributory, and SUBCONSULTANT will cause its insurers to waive their rights of subrogation against PFM. The certificate of insurance for the general liability, and umbrella/excess coverages will be issued by SUBCONSULTANT containing the following language:

“PFM and its affiliated entities including but not limited to officers, partners, directors, employees, and agents are named as additional insureds. Such coverages are primary, non-contributing and contain waivers of subrogation against any coverage held by PFM.”

SUBCONSULTANT will cause its insurers to provide PFM with at least 30 days prior written notice of cancellation or any material change to the policies listed above.