



**MAYOR AND COUNCIL MEETING
MONDAY, OCTOBER 15, 2018
6:00 PM
DALTON CITY HALL**

A G E N D A

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

1. Review of Agenda

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

Call to Order

Approval of Agenda

Public Commentary: *(Please State Name and Address for the Record)*

Proclamation:

- [2.](#) "Never Text and Drive Day" - October 19, 2018 - Mr. Steve Farrow

Minutes:

- [3.](#) Work Session Minutes - October 1, 2018
- [4.](#) Regular Meeting Minutes - October 1, 2018

New Business:

- [5.](#) Resolution 18-05 Authorizing Sale of Certain Municipal Property - Depot Purchase
- [6.](#) Resolution 18-09 Airport Layout Plan Agreement
- [7.](#) Agreement with GDOT for Updating the Airport Layout Plan
- [8.](#) Work Authorization 2018-01 with Barge Design Solutions for Update of Airport Layout Plan
- [9.](#) Resolution 18-10 Adoption of Solid Waste Management Plan
- [10.](#) Resolution 18-11 Adoption of the 2018-2022 Joint Comprehensive Plan
- [11.](#) Ratification of Barge Waggoner/Astra Group Certificate of Substantial Completion for Haig Mill Lake Park
- [12.](#) Agreement with Charity Support Foundation for Grand Opening of Haig Mill Lake Park
- [13.](#) First Reading - Ordinance 18-12 Unified Zoning Text Amendments
- [14.](#) First Reading - Ordinance 18-14 Fire Prevention Code

Supplemental Business:

Adjournment

PROCLAMATION



“NEVER TEXT AND DRIVE DAY” OCTOBER 19, 2018

WHEREAS, putting your phone away while driving will save lives and prevent injuries to Dalton drivers; and

WHEREAS, texting and driving is a distraction that causes thousands of deaths each year; and

WHEREAS, encouraging everyone to pledge to “NVR TXT & DRV” will reduce Dalton’s distracted driving accidents; and

WHEREAS, pledging to Never Text and Drive will save hundreds of lives each year.

NOW, THEREFORE, I, Dennis Mock, Mayor of the City of Dalton, Georgia hereby proclaim October 19, 2018 as:

“NEVER TEXT AND DRIVE DAY”

AND urge the residents of our community to put away their cell phone while driving and make that a daily habit that will save hundreds of lives in the future.

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

Mayor. 

Date October 15, 2018

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
OCTOBER 1, 2018

The Mayor and Council held a Work Session this evening at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and Attorney Jonathan Bledsoe and several department heads. City Attorney James Bisson was absent

Executive Session

On the motion of Council member Harlan, second Council member Goodlett, An Executive Session of the Mayor and Council was called at 5:16 to discuss real estate and personnel in the Finance Office Conference Room. The vote was unanimous in favor.

No Action Was Proposed Or Taken

Executive Session - Adjournment

There being no further business to come before the Mayor and Council in Executive Session, the meeting was adjourned at 5:30 p.m.

AGENDA REVIEW

The Mayor and Council reviewed the agenda at 5:31pm, in specific the following agenda items:

Contract with DBT Transportation For Dalton Municipal Airport

Council members agreed to postpone this item for further paperwork

Ordinance 18-11 Kinard Annexation Request for Parcel 12-298-01-049

Ethan Calhoun stated this annexation request is part of phase 6 in Ryman Farm. Calhoun stated this land was not included in the previous sale and previous annexation July 16, 2018. *Reference Ordinance 18-09.*

Acceptance of Warranty Deed from Robert W. Caperton, Jr.

City Administrator Jason Parker reported that after Barrett purchased the property, Public Works was concerned that there should be a public alley between the BB&T track and the County parking deck. Parker stated the Acceptance of Warranty Deed, deeds this particular land to the City for future maintenance and gives the public ingress and egress access to the parking deck.

Service Delivery Committee Update

City Administrator Jason Parker stated this update and presentation will be at the Regular meeting. Parker further stated the Committee conducted studies with respect to City tax payers allocation of funds as it relates to City and County services as well as the service delivery agreement

Mayor and Council
Work Session
Page 2
October 1, 2018

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 5:37 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

Mayor and Council
Work Session
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September 4, 2018

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
OCTOBER 1, 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 Dennis Mock, Council Members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker and Attorney Jonathan Bledsoe and several department heads. City Attorney James Bisson was absent.

APPROVAL OF THE AGENDA

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the agenda.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

PUBLIC COMMENTARY

(1) Chairman of the Historic Preservation Commission Jeff Granillo spoke in favor of the sale to Barrett Properties for the Dalton Depot located at 110 Depot Street. Granillo stated the Historic Preservation Commission were unanimous in favor of the sale.

(2) Kathryn Sellers spoke in support of the sale of Dalton Depot to Barrett Properties.

(3) Connie Scott read a letter from Steve Foster regarding a recent DUI arrest and his ability to receive an independent blood alcohol test.

(4) Former Mayor David Pennington stated his objection to the Joint Development Commission recent tax incentives given to businesses. Pennington stated that the JDA is the second largest property owner in Whitfield county paying little to no property tax and stated he wanted to make the Mayor and Council aware that incentives given by the JDA is shifting the tax burden to city residents and small businesses.

MINUTES

The Mayor and Council reviewed the Work Session and Regular meeting minutes of September 4, 2018. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

2018 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Wood, second Council member Goodlett, the following 2018 alcohol beverage applications were approved:

(3) 2018 ALCOHOL APPLICATIONS

1. Business Owner: La Esquinita, LLC
d/b/a: La Esquinita
Applicant: Mirtha Carranza
Business Address: 1205 East Morris St.
Type: Package Beer
Disposition: New

2018 ALCOHOL BEVERAGE APPLICATIONS

Continued

2. Business Owner: Café Ostro, LLC
d/b/a: Café Ostro
Applicant: Aykut Demirhat / Café Ostro
Business Address: 240 N. Hamilton St.
Type: Pouring Beer, Package Beer, Pouring Wine, Package Wine
Disposition: New
3. Business Owner: RBKG Holdings, LLC
d/b/a: Stadium BBQ & Grill
Applicant: RBKG Holdings, LLC
Business Address: 933 Market St. Suite 14
Type: Pouring Wine
Disposition: License Addition

The vote was unanimous in favor.

CONTRACT WITH DBT TRANSPORTATION FOR DALTON MUNICIPAL AIRPORT

On the motion of Council member Wood, second Council member Harlan, the Contract with DBT Transportation for Dalton Municipal Airport was tabled. The vote was unanimous in favor.

ORDINANCE 18-11 - KINARD ANNEXATION REQUEST

The Mayor and Council reviewed Ordinance 18-11 Kinard Annexation Request for Parcel 12-298-01-049. The property is zoned low density single family residential (R-2) and totals 0.6 acres and is located along the west R/W of Threadmill Road. On the motion of Council member Goodlett, second Council member Harlan, the annexation request was approved. The vote was unanimous in favor.

ACCEPTANCE OF WARRANTY DEED FROM ROBERT W. CAPERTON, JR.

The Mayor and Council reviewed the Acceptance of Warranty Deed from Robert W. Caperton, Jr. for two small tracts of land for a public alley between the BB&T tract and the County parking deck. On the motion of Council member Harlan, second Council member Wood, the Mayor and Council accepted the land. The vote was unanimous in favor.

BARRETT REAL ESTATE HOLDINGS, LLLP PROPOSAL TO PURCHASE DALTON DEPOT

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council tabled this item to gather additional information and will review it at least or not before the next scheduled meeting. The vote was unanimous in favor.

SERVICE DELIVERY COMMITTEE UPDATE

Tate O’Gwin

Tate O’Gwin came before the Mayor and Council to give an update on the Service Delivery Committee. O’Gwin stated that former Mayor David Pennington formed a committee to review the service delivery agreements and to see if there is an opportunity to capture any tax payer dollars that were making their way to the county. O’Gwin stated that the committee looked at several different services that City residents are paying for and not receiving much or anything in return. O’Gwin stated that the Committee found ways to potentially save money or to keep the money in the City of Dalton. O’Gwin asked the Mayor and Council to take a deeper look into the agreements.

Kathy Holmes

Holmes, also a member of the Service Delivery Committee, presented an Executive Summary of the Service Delivery Study Committee and several hand-outs to the Mayor and Council. Holmes reviewed several of the documents and stated the committee has deemed that the the City is funding Whitfield County Maintenance and Operations approximately \$3.7 million per year.

Holmes further stated that the Committee has more work to be done. She stated that after contacting the Department of Community Affairs, they discovered that the existing Service Delivery agreements can be extended and that is what the Committee is recommending be done so that additional work can be completed.

RESOLUTION 18-07 EXTENSION OF SERVICE DELIVERY AGREEMENT

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council approved Resolution 18-07 to extend the Service Delivery Agreement until October 31, 2019. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:35 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-15-18

Agenda Item: Resolution Barrett Proposal Purchase Dalton Depot

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

This is proposal from Barrett Real Estate Holdings, LLLP to purchase the Dalton Depot property from the City of Dalton, and if so approved, to authorize Dennis Mock, Mayor of Dalton, to sign the necessary documents conveying the property from the City of Dalton to Barrett Real Estate Holdings, LLLP at a closing date to be determined.

RESOLUTION 18-05

**Resolution Authorizing the Sale of Certain
Municipal Property**

WHEREAS, the City is the owner of the parcel of real property described on Exhibit “A” attached hereto; and

WHEREAS, the Mayor and Council find that the Property is no longer needed for any municipal purpose; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City to sell the Property by sealed bid upon the terms and conditions set forth in this Resolution.

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the Mayor and Council of the City of Dalton, Georgia, that the Mayor is authorized to execute and deliver a quit claim deed or deeds conveying the Property to the successful bidder or bidders;

BE IT FURTHER RESOLVED that said conveyance of this lot shall contain the condition that the City reserves all its right title and interest in the storm drainage easements and other utility easements located on said property and further that the successful bidder or bidders agree to the additional terms and conditions of sale attached hereto as Exhibit “B”, which additional terms and conditions shall survive the closing on the sale of the real property.

SO RESOLVED, this __ day of _____, 2018.

CITY OF DALTON, GEORGIA

Dennis Mock,
Mayor

ATTESTED TO:

City Clerk

Exhibit “A” to Resolution 18-05

Description of the Property

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for The City of Dalton by Mitchell Lowery, Georgia Registered Land Surveyor No. 3109, dated February 13, 2017, and being more particularly described according to said survey as follows:

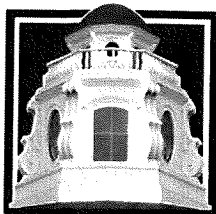
BEGINNING at a nail located north 55 degrees 17 minutes 17 second east a distance of 190.75 feet from the point of intersection of the northeast intersection of the east right of way line of North Hamilton Street and the north right way of line of King Street; thence north 86 degrees 14 minutes 48 seconds east a distance of 38.08 to a nail; thence north 05 degrees 00 minutes 09 seconds west a distance of 19.52 feet to a nail; thence north 84 degrees 04 minutes 36 seconds east a distance of 9.54 feet; thence south 05 degrees 45 minutes 26 seconds east, along the west right of way line of the Western and Atlantic Railroad, a distance of 79.48 feet; thence south 05 degrees 23 minutes 47 seconds east, along the west right of way line of the Western and Atlantic Railroad, a distance of 212.00 feet; thence south 85 degrees 20 minutes 05 seconds west a distance of 56.89 feet to a nail; thence north 05 degrees 22 minutes 08 seconds west a distance of 97.54 feet; thence south 84 degrees 50 minutes 44 seconds west a distance of 3.91 feet to a nail; thence north 05 degrees 30 minutes 55 seconds west a distance of 42.23 feet to a nail; thence north 85 degrees 35 minutes 05 seconds east a distance of 4.05 feet; thence north 05 degrees 43 minutes 14 seconds west a distance of 76.30 feet to a nail; thence north 79 degrees 41 minutes 39 seconds east a distance of 2.39 feet; thence north 06 degrees 05 minutes 21 seconds west a distance of 6.05 feet to a nail; thence north 03 degrees 07 minutes 57 seconds west a distance of 3.23 feet to a nail; thence north 05 degrees 44 minutes 25 seconds east a distance of 8.63 feet to a nail; thence north 07 degrees 02 minutes 19 seconds east a distance of 8.29 feet to a nail; thence north 05 degrees 20 minutes 49 seconds east a distance of 17.8 feet to a nail; thence north 06 degrees 24 minutes 33 seconds west a distance of 12.69 feet to a nail, which is the POINT OF BEGINNING.

The City of Dalton reserves all its right title and interest in the storm drainage easements and other utility easements located on said property.

Exhibit “B” to Resolution 18-05

Proposed Conditions:

- 1) That Bidder (or its subsidiaries) completes the finalization of all plans, hiring of a design team, and the securement of a Part A approval from the state of Georgia Historic Preservation Division and the Department of the Interior within 9 months of closing.
- 2) That Bidder secures and provides evidence of financing, or shows evidence of cash on hand, of an amount sufficient to complete all necessary work to rehabilitate the W&A Rail Depot according to the Secretary of the Interior’s Standards within 12 months from the date of closing.
- 3) That Bidder completes all necessary exterior rehabilitation work, including roofing, masonry repairs, window repair, replacement of existing vinyl siding on the platform enclosure with a more aesthetically pleasing historic material within 15 months from the date of closing.
- 4) That Bidder completes all necessary work to the W&A Depot to obtain a Certificate of Occupancy (not including tenant specific finishes) within 18 months of the date of closing.
- 5) In the event that any of the deadlines contained in 1) through 4) are missed, Bidder agrees to reconvey the property to the City of Dalton for the lesser of the amount of the purchase price of the property (\$300,000) plus improvements or the appraised value of the property at the time of the reconveyance.
- 6) That Bidder agrees to pay all costs for legal services, appraisals, or any other expenses related to the enforcement of the items in 1) through 5) above.



THE GEORGIA TRUST

RECLAIM • RESTORE • REVITALIZE

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Mr. Mark C. McDonald,
President & CEO

**The Georgia Trust
for Historic Preservation**
1516 Peachtree Street, NW
Atlanta GA 30309-2908
404-881-9980
Fax 404-875-2205
www.georgiatruster.org

October 1, 2018

The Honorable Dennis Mock
Mayor, City of Dalton
300 West Waugh Street
Dalton, GA 30720

Dear Mr. Mayor,

I am writing to express The Georgia Trust's support of the proposed sale of the historic W&A Depot building pending an enforceable rehabilitation agreement between the City of Dalton and Barrett Properties, Inc. As you are aware, the City contracted with the Trust to help market the Depot to a preservation minded buyer and to review any proposed rehabilitation plans for the property. Having thoroughly reviewed the rehab plan submitted by Barrett Properties, it is our recommendation that the rehabilitation agreement include specific benchmarks and timetables, including:

- 1) That Barrett Properties (or its subsidiaries) complete the finalization of all plans, hiring of a design team, and the securing of a Part A approval from the state of Georgia Historic Preservation Division and the Department of the Interior within 9 months of closing.
- 2) That Barrett Properties secures and provides evidence of financing, or shows evidence of cash on hand, of an amount sufficient to complete all necessary work to rehabilitate the W&A Rail Depot according to the Secretary of the Interior's Standards within 12 months from the date of closing.
- 3) That Barrett Properties completes all necessary exterior rehabilitation work, including roofing, masonry repairs, window repair, replacement of existing vinyl siding on the platform enclosure with a more aesthetically pleasing historic material within 15 months from the date of closing.
- 4) That Barrett Properties completes all necessary work to the W&A Depot to obtain a Certificate of Occupancy (not including tenant specific finishes) within 18 months of the date of closing.
- 5) In the event that any of the deadlines contained in 1) through 4) are missed, Barrett Properties agrees to reconvey the property to the City of Dalton for the lesser of the amount of the purchase price of the property (\$300,000) plus improvements or the appraised value of the property at the time of the reconveyance.
- 6) That Barrett Properties agrees to pay all costs for legal services, appraisals, or any other expenses related to the enforcement of the items in 1) through 5) above.

The Trust is excited that the Depot building may again become a part of a thriving downtown, and we believe that conveying the property to a group that is already invested in the success of Dalton is a positive step. If there is anything the Trust can assist with as the process moves forward, please do not hesitate to reach out.

Sincerely,

Mark C. McDonald
President & CEO

CITY ADMINISTRATOR
JASON PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
jparker@cityofdaltonga.gov
www.cityofdaltonga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE WOOD
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

September 24, 2018

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

Dear Mayor and Council:

The purpose of this letter is to relay to Mayor and Council the bid proposal submitted by Barrett Real Estate Holdings, LLLP for the purchase of the Western & Atlantic Depot, known locally as the Dalton Depot and located at 110 Depot Street, Dalton, for a purchase price of \$300,000. After reviewing the bid proposal and Preservation Plan submitted by Barrett Real Estate Holdings, LLLP the Georgia Trust for Historic Preservation has recommended the City accept the proposal subject to the conditions listed below.

Conditions of Acceptance of Bid Proposal and Preservation Plan from Barrett Real Estate Holdings, LLLP for the Dalton Depot:

- 1) That Barrett Properties (or its subsidiaries) complete the finalization of all plans, hiring of a design team, and the securement of a Part A approval from the state of Georgia Historic Preservation Division and the Department of the Interior within 9 months of closing.
- 2) That Barrett Properties secures and provides evidence of financing, or shows evidence of cash on hand, of an amount sufficient to complete all necessary work to rehabilitate the W&A Rail Depot according to the Secretary of the Interior's Standards within 12 months from the date of closing.
- 3) That Barrett Properties completes all necessary exterior rehabilitation work, including roofing, masonry repairs, window repair, replacement of existing vinyl siding on the platform enclosure with a more aesthetically pleasing historic material within 15 months from the date of closing.
- 4) That Barrett Properties completes all necessary work to the W&A Depot to obtain a Certificate of Occupancy (not including tenant specific finishes) within 18 months of the date of closing.
- 5) In the event that any of the deadlines contained in 1) through 4) are missed, Barrett Properties agrees to reconvey the property to the City of Dalton for the lesser of the amount of the purchase price of the property (\$300,000) plus improvements or the appraised value of the property at the time of the reconveyance.
- 6) That Barrett Properties agrees to pay all costs for legal services, appraisals, or any other expenses related to the enforcement of the items in 1) through 5) above.

Respectfully,

Jason Parker
Dalton City Administrator

CITY OF DALTON
COMPETITIVE SEALED BID
Real Estate Purchase

Department: DALTON CITY HALL
Date of Bid Opening : 9/17/2018
Place of Bid Opening: FINANCE DEPT.
Time of Bid Opening: 9:00 AM
Dates Advertised: _____

Description of item bid: PROPOSED SALE OF REAL PROPERTY
WESTERN AND ATLANTIC RAILROAD DEPOT
110 DEPOT STREET, DALTON GA

Bidder	Bid Amount	Comments
Barrett Real Estate Holdings LLLP	\$300,000.00	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Witnessed By: _____
Finance Department: *Phila Spivey*
Department: *Spivey*
Date: 9-17-18
Comments: _____

Awarded To: _____
In The Amount Of: _____
Date: _____

Exhibit A - Bid Form

Sealed Bid for Proposed Sale of Real Property:

Western and Atlantic Railroad Depot, 110 Depot Street, Dalton, Georgia

Bidder's Name or Legal Business Name:

BARRETT REAL ESTATE HOLDINGS, LLLP.

Bid amount is \$ 300,000.00 (in numbers).

\$ THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (in words).

Enclosed is an earnest money deposit in certified funds in the amount of \$ 30,000.00, which is equal to 10% of my bid amount.

In submitting this bid, the bidder acknowledges and agrees to the following:

- The City reserves the right to reject any and all bids and to cancel the sale at any time prior to closing.
- Bids may not be withdrawn once they have been received and opened by the City.
- The above-referenced property is being sold "as is" "where is" and "with all faults" and will be conveyed by quit claim deed only. The City will reserve all utility and drainage easements..
- A preservation plan outlining the rehabilitation of the property in accordance with a specific timeline is required to be submitted in writing with the bid and is subject to review by the City and The Georgia Trust for Historic Preservation.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to the City of Dalton in the amount of 10% of the bid amount.
- Any and all due diligence and property inspections should be completed before the date of the Bid Opening since no provision is made for a due diligence period once bids have been opened.
- Funds shall be collected from the successful bidder in the form of cash, cashier's check, wire transfer, or bank issued certified check.
- All closing costs, including the City of Dalton's closing attorney's fees shall be borne by the bidder and shall be paid at closing.

- The terms and conditions of the Bidder's Instructions are incorporated into this bid.

Bidder's Signature:  Date: 9-14-18
Phone Number: 706-279-1380
Email Address: BARRY@BARRETTPROPERTIES.COM
Street Address: 1515 ABUTMENT RD, DALTON, GA 30721



Preservation Plan

110 Depot Street
Dalton, GA 30720

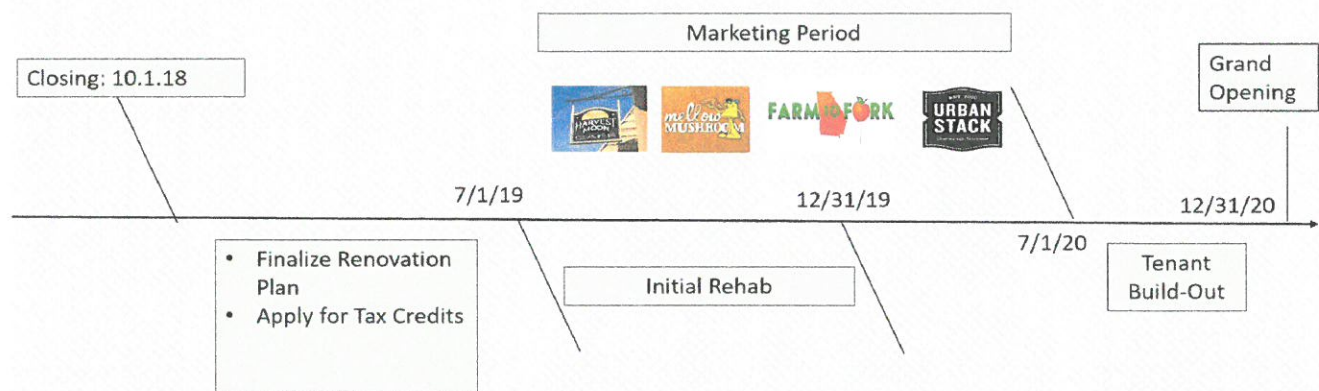
Upon successful award of the contract, Barrett Properties, Inc. (or its subsidiaries) will begin interior and exterior renovations of the property at 110 Depot Street.

- The property will be improved to meet all applicable life safety codes
- Any known structural, public health, or mechanical, electrical, and plumbing issues will be repaired using appropriate materials in visible locations.
- Barrett Properties, if selected as the Purchaser, will commit to investing no less than \$100,000 in the initial rehabilitation of the subject property. Purchaser fully expects to substantially surpass this financial threshold particularly after “build-out” is completed for specific tenant(s).
- Identified historic elements of the property will be maintained and refinished to accentuate their historic importance.
- The property will be subdivided into two distinct leasable spaces; a restaurant space on the north end, and a bar/entertainment space on the south end. The far southern portion of the building has been identified as a possible location for a historic museum. Initial schematics do not include the removal of the enclosure around the train platform on the east side of the property, but, pending approval, we will replace the existing vinyl siding on the property with a more aesthetically pleasing, historic material.
- Leases pursued for the spaces shall be long term in nature, so as to limit turnover in one of Dalton’s greatest assets.
- Purchaser, as a Lessor, will utilize stringent standards in selecting an appropriate tenant. Only prospective users with strong financial backing, previous success within their specific industry and a use that is supportive of the vision for downtown will be considered. As a current Lessor of hundreds of properties, many of which are in downtown Dalton, Purchaser understands the importance of carefully filtering prospective tenants as high turnover can result in disrepair as well as unfavorable stigmas forever associated with the property. This outcome is unacceptable for “Dalton’s Crown Jewel”
- Purchaser will market this property extensively and diligently by specifically seeking restaurant owners in comparable communities i.e. Rome GA, Cleveland TN and “reach” communities like Atlanta and Chattanooga. Purchaser has deep experience in this type of

prospecting which should result in a quick backfill, but more importantly the presence of a highly qualified and positive user that enhances the building and the downtown area.

- As part of the preservation of the property, Barrett Properties will work directly with the State of Georgia Historic Preservation Department to secure approval for State and Federal Tax credits and will make all improvements subject to Department of Interior standards.

Approximate Schedule:



Schedule of Construction

Preliminary project schedules indicate a lag of approximately 9 months from bid award to the beginning of construction. This delay is in part a result of finalizing all plans, hiring a design team, and securing Part A approval from the State of Georgia Historic Preservation Division and the Department of the Interior. In order to best access these tax credits, and to have a deeper connection to the historic aspects of the project, Barrett Properties would propose lagging this project behind the current historic project at 307 South Hamilton (Former Belk Gallant Building). While this delay is slightly less than ideal the familiarity with the state and local tax credits, the connections with local Historic Preservation and the State Historic Preservation Department, the knowledge of the local market and the understanding of historic buildings gleaned by finishing the current project will give the Barrett team a palpable strategic and operational advantage over other bidders. Our team's conviction is that getting it right takes priority over getting it done.

Once Part A approval has been received, Barrett Properties will engage qualified subcontractors for building remediation, with preference given to local contractors. The expected timeline for

remediation work (not including tenant specific finishes) is 6 months and will be managed by Barrett Properties staff (having combined construction and development experience of over 30 years). Tenant final improvements will be effectively delayed until a tenant is secured, a lease finalized, and plans approved. Leasing/Marketing period is anticipated to take between 6 and 12 months.

Tax Credits

As part of the development plan for 110 Depot Street, Barrett Properties will be coordinating with State of Georgia and Federal agencies to ensure Department of the Interior guidelines are adhered to and that the project historic outcomes are in line with local, state, and federal historic preservation professional protocols. With total remediation and improvement costs expected to surpass the purchase price of the property, the inclusion of the available tax credits makes the risk much more palatable to investors. Accordingly, and as addressed previously, Barrett Properties will be staging preservation of this project to follow directly in line behind similar historic tax credit projects we are currently developing in an effort to ensure that the process has been perfected. Our commitment to revitalization and preservation is evident in our presence in Dalton, but we expect the revitalization of the Dalton Depot to be a crowning achievement with the help of the Georgia Trust, City of Dalton, and state, local, and federal preservation professionals.

Who We Are

Barrett Properties is a full service real estate investment, development, and management firm with deep roots in Whitfield County, and specifically, the downtown area of Dalton. Current holdings in downtown are flush with prominent historic properties, including the Landmark Building (originally Hotel Dalton), former Belk Gallant Building, the BB&T office building (Hardwick Bank), and the former site of Hurt's Cleaners (now Dalton Brewing Company). As a community minded development firm, we often choose to give equal weight to community outcomes as financial metrics. Assets Under Management are now close to \$50M.



Bob Caperton, President

- MBA, Emory University Goizueta Business School
- BBA Real Estate and Finance, Florida State University
- CCIM Designation – recognized commercial real estate expert
- Inherited business from late Grandfather, doubled the size of company, filled 100,000 SF + of retail space including two shopping center re-developments

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The Partnership

Bob and Barry met at graduate school and got to know each other when they successfully led their team to a First Place finish in the biggest mandatory competition (Management Practice) Emory's business school holds for its students. They created an innovative strategy for Delta Airlines to enter the African market. Delta, their teachers, and their classmates were stunned by their unique approach. When everyone else was thinking one way, they found an alternate path. This unique approach continues to this day and has spurred transformative development and acquisition across North Georgia.



Preservation Plan

110 Depot Street
Dalton, GA 30720

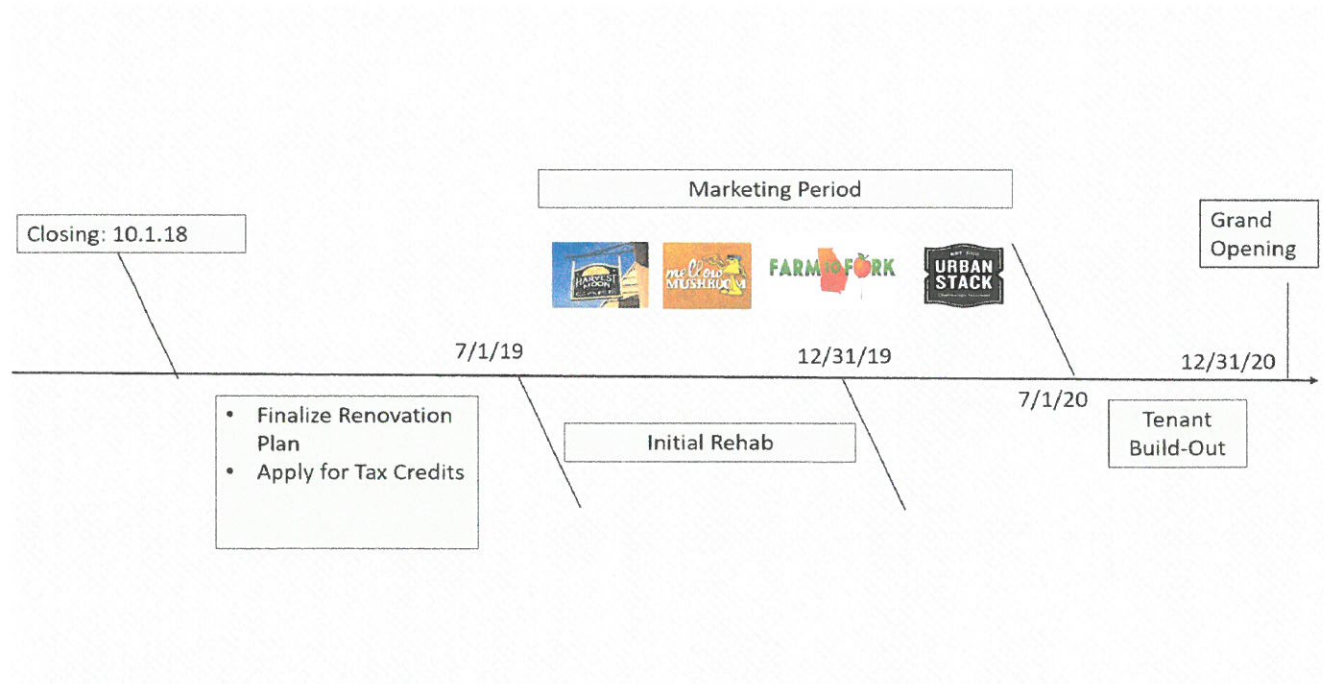
Upon successful award of the contract, Barrett Properties, Inc. (or its subsidiaries) will begin interior and exterior renovations of the property at 110 Depot Street.

- The property will be improved to meet all applicable life safety codes
- Any known structural, public health, or mechanical, electrical, and plumbing issues will be repaired using appropriate materials in visible locations.
- Barrett Properties, if selected as the Purchaser, will commit to investing no less than \$100,000 in the initial rehabilitation of the subject property. Purchaser fully expects to substantially surpass this financial threshold particularly after “build-out” is completed for specific tenant(s).
- Identified historic elements of the property will be maintained and refinished to accentuate their historic importance.
- The property will be subdivided into two distinct leasable spaces; a restaurant space on the north end, and a bar/entertainment space on the south end. The far southern portion of the building has been identified as a possible location for a historic museum. Initial schematics do not include the removal of the enclosure around the train platform on the east side of the property, but, pending approval, we will replace the existing vinyl siding on the property with a more aesthetically pleasing, historic material.
- Leases pursued for the spaces shall be long term in nature, so as to limit turnover in one of Dalton’s greatest assets.
- Purchaser, as a Lessor, will utilize stringent standards in selecting an appropriate tenant. Only prospective users with strong financial backing, previous success within their specific industry and a use that is supportive of the vision for downtown will be considered. As a current Lessor of hundreds of properties, many of which are in downtown Dalton, Purchaser understands the importance of carefully filtering prospective tenants as high turnover can result in disrepair as well as unfavorable stigmas forever associated with the property. This outcome is unacceptable for “Dalton’s Crown Jewel”
- Purchaser will market this property extensively and diligently by specifically seeking restaurant owners in comparable communities i.e. Rome GA, Cleveland TN and “reach” communities like Atlanta and Chattanooga. Purchaser has deep experience in this type of

prospecting which should result in a quick backfill, but more importantly the presence of a highly qualified and positive user that enhances the building and the downtown area.

- As part of the preservation of the property, Barrett Properties will work directly with the State of Georgia Historic Preservation Department to secure approval for State and Federal Tax credits and will make all improvements subject to Department of Interior standards.

Approximate Schedule:



Schedule of Construction

Preliminary project schedules indicate a lag of approximately 9 months from bid award to the beginning of construction. This delay is in part a result of finalizing all plans, hiring a design team, and securing Part A approval from the State of Georgia Historic Preservation Division and the Department of the Interior. In order to best access these tax credits, and to have a deeper connection to the historic aspects of the project, Barrett Properties would propose lagging this project behind the current historic project at 307 South Hamilton (Former Belk Gallant Building). While this delay is slightly less than ideal the familiarity with the state and local tax credits, the connections with local Historic Preservation and the State Historic Preservation Department, the knowledge of the local market and the understanding of historic buildings gleaned by finishing the current project will give the Barrett team a palpable strategic and operational advantage over other bidders. Our team's conviction is that getting it right takes priority over getting it done.

Once Part A approval has been received, Barrett Properties will engage qualified subcontractors for building remediation, with preference given to local contractors. The expected timeline for

remediation work (not including tenant specific finishes) is 6 months and will be managed by Barrett Properties staff (having combined construction and development experience of over 30 years). Tenant final improvements will be effectively delayed until a tenant is secured, a lease finalized, and plans approved. Leasing/Marketing period is anticipated to take between 6 and 12 months.

Tax Credits

As part of the development plan for 110 Depot Street, Barrett Properties will be coordinating with State of Georgia and Federal agencies to ensure Department of the Interior guidelines are adhered to and that the project historic outcomes are in line with local, state, and federal historic preservation professional protocols. With total remediation and improvement costs expected to surpass the purchase price of the property, the inclusion of the available tax credits makes the risk much more palatable to investors. Accordingly, and as addressed previously, Barrett Properties will be staging preservation of this project to follow directly in line behind similar historic tax credit projects we are currently developing in an effort to ensure that the process has been perfected. Our commitment to revitalization and preservation is evident in our presence in Dalton, but we expect the revitalization of the Dalton Depot to be a crowning achievement with the help of the Georgia Trust, City of Dalton, and state, local, and federal preservation professionals.

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201 W Waugh Street
P.O. Box 1367
Dalton, GA 30722-1367

September 14th, 2018

To Whom It May Concern:

Please consider this letter certification that BB&T Bank will honor the attached check from Barrett Estate Holdings, LLLP., in the amount of \$30,000.00.

Sincerely,

A handwritten signature in blue ink, appearing to be "Bill Davies", with a long horizontal flourish extending to the right.

Bill Davies
Market President

Jason Parker

From: Ben Sutton <bsutton@georgiatruster.org>
Sent: Monday, September 17, 2018 3:51 PM
To: Jason Parker
Cc: James Bisson; Kim Witherow
Subject: RE: Sole Bid Received for Depot Property

Dear Jason,

Mark McDonald and I have reviewed the proposal by Barrett Real Estate Holdings. We recommend that City of Dalton accept this proposal, subject to your approval of the purchase price under the following conditions:

- 1) That Barrett Properties (or its subsidiaries) complete the finalization of all plans, hiring of a design team, and the securing of a Part A approval from the state of Georgia Historic Preservation Division and the Department of the Interior within 9 months of closing.
- 2) That Barrett Properties secures and provides evidence of financing of an amount sufficient to complete all necessary work to rehabilitate the W&A Rail Depot according to the Secretary of the Interior's Standards within 12 months from the date of closing.
- 3) That Barrett Properties completes all necessary exterior rehabilitation work, including roofing, masonry repairs, window repair, replacement of existing vinyl siding on the platform enclosure with a more aesthetically pleasing historic material within 15 months from the date of closing.
- 4) That Barrett Properties completes all necessary work to the W&A Depot to obtain a Certificate of Occupancy (not including tenant specific finishes) within 18 months of the date of closing.
- 5) In the event that any of the deadlines contained in 1) through 4) are missed, Barrett Properties agrees to reconvey the property to the City of Dalton for the lesser of the amount of the purchase price of the property (\$300,000) plus improvements or the appraised value of the property at the time of the reconveyance.
- 6) That Barrett Properties agrees to pay all costs for legal services, appraisals, or any other expenses related to the enforcement of the items in 1) through 5) above.

Per our agreement: "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 Interiors Standards for Rehabilitation ... At the time a qualified buyer is identified, and purchase contract is prepared, the City will pay the Trust a fee of \$1,000 for consultation and review of a binding agreement." The above outline is our recommendation for such an agreement and we invite the city's input after reviewing our recommendations.

Additionally, The Georgia Trust would like to communicate with Barrett Properties as soon as you think we have a pending transaction so that the Trust can explain the conservation easement process to them and its potential tax benefits, which are substantial.

We are happy to discuss this further with you or Mr. Bisson at your convenience.

Best,
Ben Sutton

From: Jason Parker <JParker@cityofdalton-ga.gov>
Sent: Monday, September 17, 2018 11:36 AM

From: Barry Slaymaker [<mailto:barry@barrettproperties.com>]
Sent: Friday, September 21, 2018 10:56 AM
To: Jason Parker <JParker@cityofdaltongov>
Cc: Kim Witherow <KWitherow@cityofdaltongov>
Subject: RE: Depot Bid Follow Up

Jason

Thank you. We are in agreement with the notes below with the one modification in **BOLD**

Thank you



Barry Slaymaker, Jr.
Vice President
706-279-1380

From: Jason Parker [<mailto:JParker@cityofdaltongov>]
Sent: Friday, September 21, 2018 10:38 AM
To: Barry Slaymaker <barry@barrettproperties.com>
Cc: Kim Witherow <KWitherow@cityofdaltongov>
Subject: Depot Bid Follow Up

Good Morning, Barry:

I wanted to follow up with you to let you know that we received communication from the Georgia Trust for Historic Preservation regarding the proposal offered by Barrett Real Estate Holdings, LLC on September 17, 2018, to purchase the Dalton Depot Property at 110 Depot Street. In addition, I have had the opportunity to review the proposal as well. Both the GA Trust and I are prepared to recommend that City Council of Dalton accept your proposal under the

conditions listed below. These conditions would be presented to the Council at a regular meeting, and would be included in an overall recommendation that they accept your proposal.

Before presenting to City Council, I wanted to ask for your feedback on the conditions, and whether you see any issues or concerns. I think you will find that the majority of the conditions are parallel with your proposal document.

Please review at your earliest convenience, and let me know your thoughts. It is my hope that we will be able to agree on the language within the conditions, and there is likely some room to tweak the wording.

My goal is to present the matter for City Council consideration at their regular meeting on October 1, 2018.

Proposed Conditions:

- 1) That Barrett Properties (or its subsidiaries) complete the finalization of all plans, hiring of a design team, and the securement of a Part A approval from the state of Georgia Historic Preservation Division and the Department of the Interior within 9 months of closing.
- 2) That Barrett Properties secures and provides evidence of financing, **or shows evidence of cash on hand**, of an amount sufficient to complete all necessary work to rehabilitate the W&A Rail Depot according to the Secretary of the Interior's Standards within 12 months from the date of closing.
- 3) That Barrett Properties completes all necessary exterior rehabilitation work, including roofing, masonry repairs, window repair, replacement of existing vinyl siding on the platform enclosure with a more aesthetically pleasing historic material within 15 months from the date of closing.
- 4) That Barrett Properties completes all necessary work to the W&A Depot to obtain a Certificate of Occupancy (not including tenant specific finishes) within 18 months of the date of closing.
- 5) In the event that any of the deadlines contained in 1) through 4) are missed, Barrett Properties agrees to reconvey the property to the City of Dalton for the lesser of the amount of the purchase price of the property (\$300,000) plus improvements or the appraised value of the property at the time of the reconveyance.
- 6) That Barrett Properties agrees to pay all costs for legal services, appraisals, or any other expenses related to the enforcement of the items in 1) through 5) above.

Best Regards,
Jason

Jason Parker
Dalton City Administrator
300 W. Waugh Street
P.O. Box 1205
Dalton, GA 30722
706-529-2404
www.cityofdalton-ga.gov



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/15/18

Agenda Item: Resolution 18-09

Department: Airport

Requested By: Georgia Department of Transportation

Reviewed/Approved by City Attorney? Yes

Cost: EnterCost

Funding Source if Not in Budget EnterSource

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

Authorization for Mayor Mock to sign contract agreement with the Georgia Department of Transportation for funding of the Airport Layout Plan Update for Dalton Municipal Airport.

STATE OF GEORGIA
CITY OF DALTON

RESOLUTION 18-09

BE IT RESOLVED by the Mayor and Council of the City of Dalton, Georgia, and it is hereby resolved, that an agreement, relative to airport engineering for the City of Dalton Municipal Airport with the Department of Transportation, State of Georgia and that the Honorable Dennis Mock, as Mayor of the City of Dalton, Georgia, is hereby authorized and directed to execute the same for and on behalf of the City of Dalton, Georgia.

Passed and adopted, this 15th day of October, 2018.

CITY OF DALTON, GEORGIA

Dennis Mock, Mayor

ATTESTED TO:

City Clerk

STATE OF GEORGIA
CITY OF DALTON

I, Bernadette Chattam, do hereby certify that I am custodian of the books and records of the City of Dalton, Georgia, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the Mayor and Council of the City of Dalton, Georgia on the date above indicated.

Witness by hand and official signature this 15th day of October, 2018.

City Clerk



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/15/18

Agenda Item: GADOT Contract for Airport Layout Plan

Department: Airport

Requested By: Airport Authority/Georgia Department of Transportation

Reviewed/Approved by City Attorney? Yes

Cost: EnterCost

Funding Source if Not in Budget EnterSource

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

Contract with the Georgia Department of Transportation for funding of Engineering Services to Update the Airport Layout Plan at Dalton Municipal Airport

AGREEMENT
FOR
AIRPORT ENGINEERING DESIGN and/or PLANNING ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

**One Georgia Center
600 W. Peachtree St., NW
Atlanta, Georgia**

And

City of Dalton

**Project Number: AP019-9036-38(313) Whitfield County
PID - T006765**

This Agreement, entered into _____, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the City of Dalton, hereinafter called the "SPONSOR".

WHEREAS, the SPONSOR desires to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the City of Dalton; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (FAA) may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the City of Dalton.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I

SCOPE AND PROCEDURE

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and made a part hereof the same as if fully set out herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

ARTICLE II

AUTHORIZATION AND APPROVAL

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the DEPARTMENT is reached or until November 30, 2020, whichever comes first.

ARTICLE III

COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the DEPARTMENT shall have the right to rescind this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE IV

SUBCONTRACT AND EMPLOYMENT RESTRICTIONS

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE V

REVIEW OF WORK

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, the SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its' officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR.

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its' officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSOR's negligent acts, errors or omissions

in the performance of its' professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

ARTICLE VII INSURANCE

Prior to beginning the work, the SPONSOR and any subcontractor or consultant shall obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance or proof of acceptable self-insurance.

- 1) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- 2) Public Liability Insurance in an amount no less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- 3) Property Damage Insurance in an amount not less than fifty thousand dollars (\$50,000) on an account of any one occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- 4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of this Agreement.

ARTICLE VIII COMPENSATION

The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT, as defined in Exhibit B, shall not exceed ONE HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED EIGHTY-ONE and 5/100 (\$159,281.05).

The DEPARTMENT'S participation in the PROJECT shall be limited to ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED ELEVEN and 52/100 dollars (\$150,511.52) which includes state funds in the amount of SEVEN THOUSAND ONE HUNDRED FIFTY-EIGHT and 65/100 dollars (\$7,158.65) and federal funds in the amount of ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTY-TWO and 87/100 dollars (\$143,352.87) for the PROJECT as summarized in Exhibit B. However, if the sum total of the

actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR. It is further understood the sponsor's local share of the project is in the amount of EIGHT THOUSAND SEVEN HUNDRED SIXTY-NINE and 53/100 Dollars (\$8,769.53).

ARTICLE IX

MONTHLY PAYMENT

Payments by the DEPARTMENT shall be made upon the submission of monthly itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

ARTICLE X

FINAL PAYMENT

It is further agreed that ~~after completion of the work~~, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

ARTICLE XI
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the project and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XII
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

ARTICLE XIII
PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents. Should any such information be released by the SPONSOR other than as set out above and without prior approval from the DEPARTMENT, the release of the same shall constitute grounds for termination of the Agreement without indemnity to the SPONSOR.

ARTICLE XIV SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XV CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVI COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-28 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in Exhibit C of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through

50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full, as stated in Exhibit D of this Agreement.

- D. Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the “Georgia Security and Immigration Compliance Act” have been complied with in full, as stated in Exhibit I of this Agreement.
- F. Exhibits D through I are attached hereto and incorporated herein by reference.
- G. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSOR shall comply and shall require its subcontractors to comply with the **“TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS”**, dated April 3, 2014. A copy of the compliance document is available from the DEPARTMENT’S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.
- H. It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION BY: CITY OF DALTON:

Commissioner

DATE: _____

MAYOR

ATTEST: _____
(SEAL)

PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF DALTON

AT A MEETING HELD AT:

DATE: _____

CLERK (SEAL)

FEDERAL ID/IRS#

STATE OF GEORGIA

(Political Subdivision)

BE IT RESOLVED by _____ and it is
hereby resolved, that an agreement, relative to airport engineering for _____
_____ with the Department of Transportation, State of Georgia and that
the Honorable _____, as _____
is hereby authorized and directed to execute the same for and on behalf of the _____

(Political Subdivision)

Passed and adopted, this ____ day of _____, 20__.

ATTEST

Clerk of (Political Subdivision)

Contracting Official & Title

STATE OF GEORGIA

(Political Subdivision)

do hereby certify that I am custodian of the books and records of _____
_____, and that the above and foregoing is a true and correct copy of the original
resolution now on file in my office and same was passed and adopted by the _____
_____ on the date indicated above.

Witness by hand and official signature this ____ day of _____, 20__.

Clerk of (Political Subdivision)

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

**EXHIBIT A
SCOPE OF WORK**

AIRPORT LAYOUT PLAN UPDATE

**GDOT Project Number AP019-9036-38(313) Whitfield County
PID – T006765**

INTRODUCTION

This scope of services identifies requisite elements necessary to update the existing Dalton Municipal Airport Layout Plan (ALP) drawing set and narrative report on file for the City of Dalton. An ALP drawing set and narrative report will be the final products of this project and will identify improvements necessary to accommodate aviation activity at the airport during the 20-year planning period, serve as the airport's guide to future development, and meet grant assurance requirements to maintain a current, approved ALP. The Aviation Program Office of the Georgia Department of Transportation (Department) will review and conditionally approve these ALP documents on behalf of the Federal Aviation Administration (FAA), under the State Block Grant Program.

Components and preparation for both the Airport Layout Plan (ALP) narrative and the drawings set include all items in the FAA's Standard Operating Procedures (SOPs) 2.00, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*, dated October 1, 2013, and FAA Advisory Circular (AC) 150/5300-13A (latest change), *Airport Design*, and other applicable FAA Orders, Federal Aviation Regulations (FAR) and ACs. Additionally, the ALP update will be completed in accordance with applicable portions of the following (latest change):

- FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*;
- FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*;
- FAA Order 8260.3B, *United States Standard for Terminal Instrument Procedures (TERPS)*;
- 14 CFR Part 77, *Objects Affecting Navigable Airspace*;
- FAA Order 5000.3D, *Coordination with the Federal Highway Administration*;
- FAA Order 7400.2, *Procedures for Handling Airspace Matters*;
- FAA Order 5090.3C, *Field Formulation of the National Plan of Integrated Airport Systems (NPIAS)*;
- FAA Order 5100.38D, *Airport Improvement Program (AIP) Handbook*;
- FAA Order 7031.2C, *Airway Planning Standard Number One – Terminal Air Navigation Facilities and Air Traffic Control Standard*;
- Other FAA Advisory Circulars, Orders and Regulations, as required.

The Consultant will be responsible for submitting a completed copy of the ALP checklist with the ALP submittal to the airport, GDOT, and FAA. The ALP will contain sufficient data to obtain approvals from the FAA.

ELEMENT 1: PROJECT FORMULATION

The Consultant will prepare a scope of work, time schedule, and man-hour fee proposal for the City of Dalton's approval.

ELEMENT 2A: NARRATIVE REPORT

- **INTRODUCTION**

The Consultant will start the report off with a succinct introduction that will explain and identify objectives, key issues, and the purpose of the ALP update.

- **INVENTORY OF EXISTING CONDITIONS**

The Consultant will collect Airport and community data from the FAA, the Department, the airport sponsor and other available sources. This will include both data relative to the Dalton Municipal Airport and the surrounding community, such as land use plans and zoning regulations. Known environmental considerations will be noted during this element; however, a detailed environmental overview of potential impacts will only be prepared as a separate Environmental Assessment (EA). If an EA was completed prior to the start of this ALP Update, the findings from this EA must be included in the narrative report in order to fulfill the environmental requirements outlined in the FAA Checklist. In addition, the Consultant will perform inventories of all physical facilities within the present boundary of the airport, including buildings, runways, taxiways, aprons, internal roadways, visual and electronic approach aids. Specifically, the inventory will identify and describe existing facilities as to quality, type, and condition. In addition a description of the required aeronautical survey will be summarized to address topographic and obstruction survey needs to accomplish the ALP Update requirements.

- **FORECASTS OF AVIATION ACTIVITY**

The Consultant will utilize historical data on aeronautical activity collected in the Inventory of Existing Conditions task above, and in consideration of FAA Terminal Area Forecasts (TAF) and any other relevant aviation forecasts (i.e., state system plan forecasts), as well as appropriate local and regional demographic characteristics and forecasts, activity projections for the 5-, 10-, and 20-year time frames will be prepared by the Consultant. These forecasts will form the basis for the future airport development program. Socio-economic projections, past trends, and existing FAA and Georgia Statewide Airport System Plan forecasts will be reviewed and analyzed. The analysis will result in either the re-validation of a prior forecast or the establishment of newer simplified forecasts including:

- Based aircraft by type and number;
- Local/itinerant and total operations; and,
- Operations by activity types

• FACILITY REQUIREMENTS

The re-validation of the existing and future critical aircraft anticipated to use the Dalton Municipal Airport throughout the 20-year planning period will be identified. This also provides the airport design standards as defined in the FAA AC 150/5300-13A, *Airport Design*; Federal Aviation Regulation (FAR) Part 77; and other FAA ACs and Orders as appropriate. This element will be critical in the development of the ALP drawing set and will identify the following requirements:

- Airport Reference Code (ARC);
- Runway length;
- Runway and taxiway width;
- Runway Design Code (RDC);
- Approach Reference Code (APRC);
- Departure Reference Code (DPRC);
- FAR Part 77 Surfaces;
- Consideration of pavement needs and strength required;
- All appropriate runway and taxiway design standards;
- Obstruction clearing;
- Instrument approaches requirements;
- Lighting, marking, and signage; and,
- Wind coverage.

Additional analysis will be conducted to determine the requirements for the following facilities:

- T-hangar and open bay hangar space;
- Tie-down and transient aircraft apron;
- Terminal Facilities;
- Fuel storage;
- Navigational aids;
- Weather reporting capability;
- Maintenance requirements; and,
- Land acquisition.

The first four sections of the narrative report (i.e., Introduction, Inventory of Existing Conditions, Forecasts of Aviation Activity and Facility Requirements) will be submitted to GDOT as a working paper for review and approval prior to completing the subsequent sections of the Narrative Report. The Department is required to review and approve any aviation forecast as well as the critical aircraft determination. Once the Department approves the forecast and any revisions

requested on previous drafts, the Consultant will start work on the subsequent sections of the Narrative Report.

- **ALTERNATIVE ANALYSIS**

Alternative development layouts will be produced on an as-needed basis for each functional area, depending on the findings of the facility requirements. Any and all alternatives developed will comply with the applicable FAA design standards. A maximum of two (2) alternative layouts will be evaluated for each element analyzed. The merits and shortcomings for each alternative and the rationale for the preferred alternative will be explained in the narrative report. Conditions requiring analysis, such as declared distances, displaced threshold, or non-standard airport features that may require a Modification of Standards (MOS) will be documented in the narrative report and in the ALP drawing set. All preferred alternatives must be shown in the ALP drawing set.

- **IMPLEMENTATION PLAN**

This section of the narrative report will provide guidelines for recommended airport improvements that were identified in previous sections of the narrative report to be included in the next five-year Capital Improvements Plan (CIP). An explanation will be provided for each CIP project in the narrative report, and also listed in a table that shows each proposed project and the estimated federal, state and local cost for each project in the five-year CIP.

- **CAPITAL IMPROVEMENT PLAN**

This task will update the Airport Capital Improvement Plan (CIP) submitted annually to the Department. The CIP lists costs and phasing of proposed improvements at the airport and is required when applying for Federal and State funding assistance.

Developments recommended during the 20-year planning period will be classified in three general development phases. These phases represent the short (5 years), intermediate (10 years), and long-term (20 years) planning periods. The development costs will be broken into amounts eligible for Federal and State funding programs and amounts requiring local participation. Particular focus will be given to detailing estimated costs for short-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. A detailed five-year CIP will be provided to the FAA and the Department, and will be included in the narrative report. All applicable projects listed on the CIP must be shown in the ALP drawing set to be considered for federal and state funding.

ELEMENT 2B: AIRPORT LAYOUT PLANS

The Airport Layout Plan (ALP) drawing set will be prepared in digital drawing format. Shading and other techniques will be used to indicate the phasing of proposed airport improvement projects. The ALP drawing set will include topographic information obtained from GDOT, USGS mapping, and other federal and state agencies. All sheets within the ALP drawing set must follow the requirements listed in the FAA Checklist, and adhere to requirements set forth by the FAA AC 150/5300-13A, *Airport Design*; Federal Aviation

Regulation (FAR) Part 77; and other FAA ACs and Orders. Drawings that will be included in the ALP drawing set are as follows:

- **Title Sheet** - This sheet serves as the plan set cover sheet and provides information to include the airport name, airport sponsor and contact information, grant number, location, and ALP preparer. An index of drawings, graphic representations of the airport location (Scale 1"=500,000" or aeronautical sectional chart), and airport vicinity (Scale 1"=24,000" or USGS quadrangle map) will also be shown on the title sheet.
- **Airport Data Sheet** – This sheet will provide vital information pertinent to the airport, such as: runway and taxiway geometry information, safety critical information, wind information, etc. This sheet can also be combined with the Airport Layout Drawing, as long as the additional information does not clutter the drawing.
- **Airport Layout Drawing** – This sheet shows existing and future airport facilities and serves as the airport's 20-year development guide. The drawing will include existing and future airside and landside facility identifications, description labels, imaginary surfaces, and all required dimensions set forth by FAA requirements.
- **Airport Airspace Drawing** – This drawing depicts airport imaginary airspace surfaces based on 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace* for the full extent of all airport development. This drawing will show, in plan view over a USGS Quadrangle base map, all FAR Part 77 surfaces, based on the ultimate runway lengths. This sheet will also show profile views of ultimate approaches. If the profile views cannot fit on this sheet, then the profile views must be drawn on a separate sheet that directly follows the Airport Airspace Drawing sheet. In addition, the Airport Airspace Drawing sheet will also include obstruction data tables. Obstructions within the inner approaches will not be listed in these obstruction data tables, or shown on the drawing. All airspace obstructions for the portions of the surfaces excluded from the Inner Portion of the Approach Surface Drawing (i.e., FAR Part 77 primary, outer approach, horizontal, transitional, and conical surfaces) must be shown on the drawing.
- **Inner Portion of the Approach Surface Drawing** – This sheet depicts the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the airport imaginary airspace surfaces contained in 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The drawing will depict threshold siting surface associated with United States Standards for Instrument Procedures (TERPS). The drawing viewport(s) will be drawn from the runway threshold to a

point on the approach slope 100 feet above the runway threshold elevation. The size of the viewport may restrict each sheet to just one runway end in the plan and profile viewports. Obstruction data for these surfaces will be shown in data tables.

- **Runway Departure Surface Drawing** – This sheet is required for each runway that is designated for instrument departures. The drawing will depict departure surfaces in plan and profile, and adhere to the requirements set forth by the AC 150/5300-13A, *Airport Design*. The drawing viewport(s) will be drawn at a minimum scale of 1"=1000' Horizontal; 1"=100' Vertical to show the entire 40:1 departure surface. The size of the viewport may restrict each sheet to just one runway end for the plan and profile drawings. Obstruction data for these surfaces will be shown in data tables.
- **Terminal Area Plan Drawing** – This plan consists of one or more drawings with large-scale depiction of areas with significant terminal facility development. Such a drawing is typically an enlargement of a portion of the ALP. All separations between hangars and airside facilities, taxiways, and immovable objects will be shown with dimensions.
- **Airport Property Map/Exhibit A** – The Consultant must adhere to the requirements of the FAA AC 150/5100-17, *Land Acquisition and Relocation*. The project team has determined that an Exhibit "A" property map and boundary survey will be required. The Consultant will use FAA Checklist and the FAA ARP SOP 2.00 and 3.00 Exhibit "A" Guidance while preparing the Exhibit A drawing and all associated data tables.

ELEMENT 3: PROJECT DOCUMENTATION

Project documentation (deliverables) will consist of both the ALP drawing set and the narrative report. The narrative report will be printed on 8.5"x11" paper and will be spiral bound. The paper size of the ALP set will be 24"x36" (ARCH D). Any other ALP paper size must be coordinated with the Department prior to the printing of the ALP set. The steps of the deliverables process during the draft and final stages are as follows:

- **Initial Draft Submittal to the Department** – One electronic and hard copy each of the draft narrative report and Draft ALP drawing set will be delivered to the Department Planning Manager, along with a completed FAA Checklist 2.00 and 3.00.
- **FAA Circularization Draft Submittal to the Department** – Upon concurrence of the revisions based on Department comments, the Consultant will send two (2) spiral bound paper copies of the final narrative report, and two (2) paper copies of the full ALP drawing set to the Department Planning Manager, along with one electronic copy each of the final narrative report and ALP drawing set in PDF format.

- **Final Submittal to the Department** – Upon concurrence of revisions based on FAA and Department comments, the Consultant will send five locally approved paper copies of the ALP drawing set to the Department Planning Manager for Conditional Approval.

Interim electronic copies or paper copies may be required as needed for additional review. The Department will send the final narrative report and conditionally approved copies of the ALP drawing set to the Sponsor, FAA, and Consultant. Additional copies may be sent for approval if the Sponsor or Consultant would like additional stamped copies.

In addition to final ALP copies, the Consultant will also provide final copies of AutoCAD files to the Airport Sponsor and the Department. These files must be in 2010 DWG format, and saved on a compact disc (CD). Prior to the start of the ALP Update, the Consultant will coordinate with their sub- contracted surveying company that will be preparing the Geographic Information System (GIS) data, Planimetrics and Ortho-Rectified Aerials to ensure that all layers in the CAD files are layered according to Chapter 5 of the FAA AC 150/5300-18B, *Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS*.

ELEMENT 4: MEETINGS and COORDINATION

Two (2) meetings with the Department and the City are assumed for the ALP Update described in this scope of services. The first meeting will be an ALP kickoff meeting between the City of Dalton, the Consultant and the Department. The City of Dalton and the Consultant will coordinate with Department representatives to determine the best time for this meeting. The Consultant will schedule the second meeting with the City of Dalton once viable alternatives are found from the alternatives analysis phase of the ALP Update. The Consultant will work with the City of Dalton to select preferred alternatives to include in the five-year CIP and will depict the projects in the ALP drawing set.

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

EXHIBIT B

SCHEDULE OF PAYMENTS

**GDOT PROJECT NUMBER: AP019-9036-38(313) Whitfield
PID-T006765**

Airport Layout Plan Update

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 Federal Funds - FY15A										
1a	FAA-5100-38D	Reimbursement from AP018-9033-37(313)-Septic and Electrical Items	EA	3420.97	\$1.00	\$3,420.97	90%	\$3,078.87	0%	\$0.00
Total Part 1						\$3,420.97		\$3,078.87		\$0.00
Part 2 Federal Funds - FY18A										
1b	FAA-5100-38D	Reimbursement from AP018-9033-37(313)-Septic and Electrical Items	EA	12684.64	\$1.00	\$12,684.64	90%	\$11,416.18	0%	\$0.00
2	FAA-5100-38D	ALP Project Formulation (Element 1)	EA	2133.13	\$1.00	\$2,133.13	90%	\$1,919.82	5%	\$106.66
3	FAA-5100-38D	ALP Narrative Report (Element 2a)	EA	24016.01	\$1.00	\$24,016.01	90%	\$21,614.41	5%	\$1,200.80
4	FAA-5100-38D	ALP Drawing Set (Element 2b)	EA	103111.6	\$1.00	\$103,111.60	90%	\$92,800.44	5%	\$5,155.58
5	FAA-5100-38D	ALP Project Documentation (Element 3)	EA	3890.4	\$1.00	\$3,890.40	90%	\$3,501.36	5%	\$194.52
6	FAA-5100-38D	ALP Meetings and Documentation (Element 4)	EA	10024.3	\$1.00	\$10,024.30	90%	\$9,021.80	5%	\$501.10
Total Part 2						\$155,860.08		\$140,274.00		\$7,158.65
Total Project Cost						\$159,281.05		\$143,352.87		\$7,158.65

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-016-2015	5/7/2015	\$3,078.87	22135
3-13-SBGP-022-2018	6/12/2018	\$140,274.00	22142
FY19 State	N/A	\$7,158.65	01191
Total Maximum Obligation of State and Federal Funds this Contract:		\$150,511.52	

EXHIBIT C

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

EXHIBIT C-1

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DRAFT

EXHIBIT D

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am the duly authorized representative of _____ whose address is _____, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (1) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

EXHIBIT D

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm of _____ whose address is _____ . I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying' in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

DRAFT

EXHIBIT F

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

DRAFT

Date

Commissioner, Georgia Department of Transportation

EXHIBIT G

PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

(SEAL)

Clerk

EXHIBIT G-1

Instructions for Appendix G Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT G-2

EXHIBIT H

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

EXHIBIT H



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Dalton
Solicitation/Contract No./ Call No. or Project Description:	T006765/AP019-9036-38(313) Whitfield Airport Layout Plan Update at the Dalton Municipal Airport in Dalton, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<u>46948</u>	<u>7/10/2007</u>
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
<u>City of Dalton</u>	
Name of Contractor	

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/15/18

Agenda Item: Work Authorization for Barge Design Solutions

Department: Airport

Requested By: Airport Authority

Reviewed/Approved by City Attorney? Yes/No

Cost: EnterCost

Funding Source if Not in Budget EnterSource

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

Work Authorization No. 2018-1 with Barge Design Solutions, Inc., for updating the Airport Layout Plan for Dalton Municipal Airport.

**DALTON MUNICIPAL AIRPORT
JOLLY FIELD**

DALTON, GEORGIA

**WORK AUTHORIZATION NO. 2018-1
AIRPORT LAYOUT PLAN UPDATE**

AP019-9033-35(313)
(Project Identification No.)

October 3, 2018
Date:

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Dalton (OWNER) and Barge Design Solutions, Inc. (E/A) dated May 15, 2017.

Scope of Services:

E/A will provide the following services: Airport Layout Plan Update. See Attached Exhibit A – Scope of Work for a more detailed description of the services to be provided.

Time of Performance:

E/A will complete E/A services in time to meet the grant deadlines.

Compensation:

E/A will provide the following basic services (lump sum) as indicated in the attached Exhibit B:

TOTAL BASIC SERVICES = \$ 143,175

Agree as to Scope of Services, Time of Performance and Compensation:

The City of Dalton

Barge Design Solutions, Inc.

Date: _____

Date: _____

Witness: _____

Witness: _____

EXHIBIT A

SCOPE OF WORK for AIRPORT LAYOUT PLAN UPDATE

GDOT PROJECT NUMBER: AP019-9033-35(313) WHITFIELD COUNTY

INTRODUCTION

This scope of services identifies requisite elements necessary to update the existing Dalton Municipal Airport Layout Plan (ALP) drawing set and narrative report on file for the City of Dalton. An ALP drawing set and narrative report will be the final products of this project and will identify improvements necessary to accommodate aviation activity at the airport during the 20-year planning period, serve as the airport's guide to future development, and meet grant assurance requirements to maintain a current, approved ALP. The Aviation Program Office of the Georgia Department of Transportation (Department) will review and conditionally approve these ALP documents on behalf of the Federal Aviation Administration (FAA), under the State Block Grant Program.

Components and preparation for both the Airport Layout Plan (ALP) narrative and the drawings set include all items in the FAA's Standard Operating Procedures (SOPs) 2.00, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*, dated October 1, 2013, and FAA Advisory Circular (AC) 150/5300-13A (latest change), *Airport Design*, and other applicable FAA Orders, Federal Aviation Regulations (FAR) and ACs. Additionally, the ALP update will be completed in accordance with applicable portions of the following (latest change):

- FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*;
- FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*;
- FAA Order 8260.3B, *United States Standard for Terminal Instrument Procedures (TERPS)*;
- 14 CFR Part 77, *Objects Affecting Navigable Airspace*;
- FAA Order 5000.3D, *Coordination with the Federal Highway Administration*;
- FAA Order 7400.2, *Procedures for Handling Airspace Matters*;
- FAA Order 5090.3C, *Field Formulation of the National Plan of Integrated Airport Systems (NPIAS)*;
- FAA Order 5100.38D, *Airport Improvement Program (AIP) Handbook*;
- FAA Order 7031.2C, *Airway Planning Standard Number One – Terminal Air Navigation Facilities and Air Traffic Control Standard*;
- Other FAA Advisory Circulars, Orders and Regulations, as required.

The Consultant will be responsible for submitting a completed copy of the ALP checklist with the ALP submittal to the airport, GDOT, and FAA. The ALP will contain sufficient data to obtain approvals from the FAA.

ELEMENT 1: PROJECT FORMULATION

The Consultant will prepare a scope of work, time schedule, and man-hour fee proposal for the City of Dalton's approval.

ELEMENT 2A: NARRATIVE REPORT

- **INTRODUCTION**

The Consultant will start the report off with a succinct introduction that will explain and identify objectives, key issues, and the purpose of the ALP update.

- **INVENTORY OF EXISTING CONDITIONS**

The Consultant will collect Airport and community data from the FAA, the Department, the airport sponsor and other available sources. This will include both data relative to the Dalton Municipal Airport and the surrounding community, such as land use plans and zoning regulations. Known environmental considerations will be noted during this element; however, a detailed environmental overview of potential impacts will only be prepared as a separate Environmental Assessment (EA). If an EA was completed prior to the start of this ALP Update, the findings from this EA must be included in the narrative report in order to fulfill the environmental requirements outlined in the FAA Checklist. In addition, the Consultant will perform inventories of all physical facilities within the present boundary of the airport, including buildings, runways, taxiways, aprons, internal roadways, visual and electronic approach aids. Specifically, the inventory will identify and describe existing facilities as to quality, type, and condition. In addition a description of the required aeronautical survey will be summarized to address topographic and obstruction survey needs to accomplish the ALP Update requirements.

- **FORECASTS OF AVIATION ACTIVITY**

The Consultant will utilize historical data on aeronautical activity collected in the Inventory of Existing Conditions task above, and in consideration of FAA Terminal Area Forecasts (TAF) and any other relevant aviation forecasts (i.e., state system plan forecasts), as well as appropriate local and regional demographic characteristics and forecasts, activity projections for the 5-, 10-, and 20-year time frames will be prepared by the Consultant. These forecasts will form the basis for the future airport development program. Socio-economic projections, past trends, and existing FAA and Georgia Statewide Airport System Plan forecasts will be reviewed and analyzed. The analysis will result in either the re-validation of a prior forecast or the establishment of newer simplified forecasts including:

- Based aircraft by type and number;
- Local/itinerant and total operations; and,
- Operations by activity types

- **FACILITY REQUIREMENTS**

The re-validation of the existing and future critical aircraft anticipated to use the Dalton Municipal Airport throughout the 20-year planning period will be identified. This also provides the airport design standards as defined in the FAA AC 150/5300-13A, *Airport Design*; Federal Aviation Regulation (FAR) Part

77; and other FAA ACs and Orders as appropriate. This element will be critical in the development of the ALP drawing set and will identify the following requirements:

- Airport Reference Code (ARC);
- Runway length;
- Runway and taxiway width;
- Runway Design Code (RDC);
- Approach Reference Code (APRC);
- Departure Reference Code (DPRC);
- FAR Part 77 Surfaces;
- Consideration of pavement needs and strength required;
- All appropriate runway and taxiway design standards;
- Obstruction clearing;
- Instrument approaches requirements;
- Lighting, marking, and signage; and,
- Wind coverage.

Additional analysis will be conducted to determine the requirements for the following facilities:

- T-hangar and open bay hangar space;
- Tie-down and transient aircraft apron;
- Terminal Facilities;
- Fuel storage;
- Navigational aids;
- Weather reporting capability;
- Maintenance requirements; and,
- Land acquisition.

The first four sections of the narrative report (i.e., Introduction, Inventory of Existing Conditions, Forecasts of Aviation Activity and Facility Requirements) will be submitted to GDOT as a working paper for review and approval prior to completing the subsequent sections of the Narrative Report. The Department is required to review and approve any aviation forecast as well as the critical aircraft determination. Once the Department approves the forecast and any revisions requested on previous drafts, the Consultant will start work on the subsequent sections of the Narrative Report.

• **ALTERNATIVE ANALYSIS**

Alternative development layouts will be produced on an as-needed basis for each functional area, depending on the findings of the facility requirements. Any and all alternatives developed will comply with the applicable FAA design standards. A maximum of two (2) alternative layouts will be evaluated for each element analyzed. The merits and shortcomings for each alternative and the rationale for the preferred alternative will be explained in the narrative report. Conditions requiring analysis, such as declared distances, displaced threshold, or non-standard airport features that may require a Modification of Standards (MOS) will be documented in the narrative report and in the ALP drawing set. All preferred alternatives must be shown in the ALP drawing set.

- **IMPLEMENTATION PLAN**

This section of the narrative report will provide guidelines for recommended airport improvements that were identified in previous sections of the narrative report to be included in the next five-year Capital Improvements Plan (CIP). An explanation will be provided for each CIP project in the narrative report, and also listed in a table that shows each proposed project and the estimated federal, state and local cost for each project in the five-year CIP.

- **CAPITAL IMPROVEMENT PLAN**

This task will update the Airport Capital Improvement Plan (CIP) submitted annually to the Department. The CIP lists costs and phasing of proposed improvements at the airport and is required when applying for Federal and State funding assistance.

Developments recommended during the 20-year planning period will be classified in three general development phases. These phases represent the short (5 years), intermediate (10 years), and long-term (20 years) planning periods. The development costs will be broken into amounts eligible for Federal and State funding programs and amounts requiring local participation. Particular focus will be given to detailing estimated costs for short-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. A detailed five-year CIP will be provided to the FAA and the Department, and will be included in the narrative report. All applicable projects listed on the CIP must be shown in the ALP drawing set to be considered for federal and state funding.

ELEMENT 2B: AIRPORT LAYOUT PLANS

The Airport Layout Plan (ALP) drawing set will be prepared in digital drawing format. Shading and other techniques will be used to indicate the phasing of proposed airport improvement projects. The ALP drawing set will include topographic information obtained from GDOT, USGS mapping, and other federal and state agencies. All sheets within the ALP drawing set must follow the requirements listed in the FAA Checklist, and adhere to requirements set forth by the FAA AC 150/5300-13A, *Airport Design*; Federal Aviation Regulation (FAR) Part 77; and other FAA ACs and Orders. Drawings that will be included in the ALP drawing set are as follows:

- **Title Sheet** - This sheet serves as the plan set cover sheet and provides information to include the airport name, airport sponsor and contact information, grant number, location, and ALP preparer. An index of drawings, graphic representations of the airport location (Scale 1"=500,000" or aeronautical sectional chart), and airport vicinity (Scale 1"=24,000" or USGS quadrangle map) will also be shown on the title sheet.
- **Airport Data Sheet** – This sheet will provide vital information pertinent to the airport, such as: runway and taxiway geometry information, safety critical information, wind information, etc. This sheet can also be combined with the Airport Layout Drawing, as long as the additional information does not clutter the drawing.
- **Airport Layout Drawing** – This sheet shows existing and future airport facilities and serves as the airport's 20-year development guide. The drawing will include existing and future airside and landside

facility identifications, description labels, imaginary surfaces, and all required dimensions set forth by FAA requirements.

- **Airport Airspace Drawing** – This drawing depicts airport imaginary airspace surfaces based on 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace* for the full extent of all airport development. This drawing will show, in plan view over a USGS Quadrangle base map, all FAR Part 77 surfaces, based on the ultimate runway lengths. This sheet will also show profile views of ultimate approaches. If the profile views cannot fit on this sheet, then the profile views must be drawn on a separate sheet that directly follows the Airport Airspace Drawing sheet. In addition, the Airport Airspace Drawing sheet will also include obstruction data tables. Obstructions within the inner approaches will not be listed in these obstruction data tables, or shown on the drawing. All airspace obstructions for the portions of the surfaces excluded from the Inner Portion of the Approach Surface Drawing (i.e., FAR Part 77 primary, outer approach, horizontal, transitional, and conical surfaces) must be shown on the drawing.
- **Inner Portion of the Approach Surface Drawing** – This sheet depicts the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the airport imaginary airspace surfaces contained in 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The drawing will depict threshold siting surface associated with United States Standards for Instrument Procedures (TERPS). The drawing viewport(s) will be drawn from the runway threshold to a point on the approach slope 100 feet above the runway threshold elevation. The size of the viewport may restrict each sheet to just one runway end in the plan and profile viewports. Obstruction data for these surfaces will be shown in data tables.
- **Runway Departure Surface Drawing** – This sheet is required for each runway that is designated for instrument departures. The drawing will depict departure surfaces in plan and profile, and adhere to the requirements set forth by the AC 150/5300-13A, *Airport Design*. The drawing viewport(s) will be drawn at a minimum scale of 1"=1000' Horizontal; 1"=100' Vertical to show the entire 40:1 departure surface. The size of the viewport may restrict each sheet to just one runway end for the plan and profile drawings. Obstruction data for these surfaces will be shown in data tables.
- **Terminal Area Plan Drawing** – This plan consists of one or more drawings with large-scale depiction of areas with significant terminal facility development. Such a drawing is typically an enlargement of a portion of the ALP. All separations between hangars and airside facilities, taxiways, and immovable objects will be shown with dimensions.
- **Airport Property Map/Exhibit A** – The Consultant must adhere to the requirements of the FAA AC 150/5100-17, *Land Acquisition and Relocation*. The project team has determined that an Exhibit "A" property map and boundary survey will be required. The Consultant will use FAA Checklist and the FAA ARP SOP 2.00 and 3.00 Exhibit "A" Guidance while preparing the Exhibit A drawing and all associated data tables.

ELEMENT 3: PROJECT DOCUMENTATION

Project documentation (deliverables) will consist of both the ALP drawing set and the narrative report. The narrative report will be printed on 8.5"x11" paper and will be spiral bound. The paper size of the ALP set will be 24"x36" (ARCH D). Any other ALP paper size must be coordinated with the Department prior to the printing of the ALP set. The steps of the deliverables process during the draft and final stages are as follows:

- **Initial Draft Submittal to the Department** – One electronic and hard copy each of the draft narrative report and Draft ALP drawing set will be delivered to the Department Planning Manager, along with a completed FAA Checklist 2.00 and 3.00.
- **FAA Circularization Draft Submittal to the Department** – Upon concurrence of the revisions based on Department comments, the Consultant will send two (2) spiral bound paper copies of the final narrative report, and two (2) paper copies of the full ALP drawing set to the Department Planning Manager, along with one electronic copy each of the final narrative report and ALP drawing set in PDF format.
- **Final Submittal to the Department** – Upon concurrence of revisions based on FAA and Department comments, the Consultant will send five locally approved paper copies of the ALP drawing set to the Department Planning Manager for Conditional Approval.

Interim electronic copies or paper copies may be required as needed for additional review. The Department will send the final narrative report and conditionally approved copies of the ALP drawing set to the Sponsor, FAA, and Consultant. Additional copies may be sent for approval if the Sponsor or Consultant would like additional stamped copies.

In addition to final ALP copies, the Consultant will also provide final copies of AutoCAD files to the Airport Sponsor and the Department. These files must be in 2010 DWG format, and saved on a compact disc (CD). Prior to the start of the ALP Update, the Consultant will coordinate with their sub-contracted surveying company that will be preparing the Geographic Information System (GIS) data, Planimetrics and Ortho-Rectified Aerials to ensure that all layers in the CAD files are layered according to Chapter 5 of the FAA AC 150/5300-18B, *Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS*.

ELEMENT 4: MEETINGS and COORDINATION

Two (2) meetings with the Department and the City are assumed for the ALP Update described in this scope of services. The first meeting will be an ALP kickoff meeting between the City of Dalton, the Consultant and the Department. The City of Dalton and the Consultant will coordinate with Department representatives to determine the best time for this meeting. The Consultant will schedule the second meeting with the City of Dalton once viable alternatives are found from the alternatives analysis phase of the ALP Update. The Consultant will work with the City of Dalton to select preferred alternatives to include in the five-year CIP and will depict the projects in the ALP drawing set.

Exhibit 1

Dalton Municipal Airport - ALP Update

Cost Summary

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$2,133.13
Direct Cost	\$0.00
TOTAL (Lump Sum)	\$2,133.13

ELEMENT 2A. NARRATIVE REPORT

Labor Subtotal	\$23,440.76
Direct Cost	\$575.25
TOTAL (Lump Sum)	\$24,016.01

ELEMENT 2B. ALP DRAWING SET

Labor Subtotal	\$103,111.60
Direct Expenses	\$0.00
TOTAL (Lump Sum)	\$103,111.60

ELEMENT 3. PROJECT DOCUMENTATION

Labor Subtotal	\$2,690.40
Direct Expenses	\$1,200.00
TOTAL (Lump Sum)	\$3,890.40

ELEMENT 4. MEETINGS AND DOCUMENTATION

Labor Subtotal	\$8,873.80
Direct Expenses	\$1,150.50
TOTAL (Lump Sum)	\$10,024.30

ALP Total \$143,175

PROJECT FORMULATION

Element 1: Project Formulation	Hourly Breakdown														Total Man Hours	Labor Cost
	Principal	Project Manager	Civil Engineer 1	Civil Engineer 2	Electrical Engineer	Designer	Architect	Sr. Aviation Planner	Aviation Planner	Cadd Operator	Admin	RLS/Survey Manager	Survey Crew (2-Person)	Survey Crew (3-Person)		
	\$242.77	\$191.98	\$127.58	\$101.54	\$202.22	\$98.98	\$207.34	\$170.65	\$143.35	\$73.38	\$78.09	\$104.95	\$131.40	\$183.45		
A & E Contract Preparation		4						8							12	\$ 2,133.13
Use below if subconsultant preforms this task and not above																
Subconsultant's Rates ----->																
															0	\$ -
Coordination and Admin. For subconsultant (no hours, percentage)																\$ -
LABOR TOTAL	0	4	0	0	0	0	0	8	0	0	0	0	0	0		\$ 2,133.13

NARRATIVE REPORT

Element 1A: Preparation of Narrative Report Chapters	Hourly Breakdown														Total Man Hour	Labor Cost
	Principal	Project Manager	Civil Engineer 1	Civil Engineer 2	Electrical Engineer	Designer	Architect	Sr. Aviation Planner	Aviation Planner	Cadd Operator	Admin	RLS/Survey Manager	Survey Crew (2-Person)	Survey Crew (3-Person)		
	\$242.77	\$191.98	\$127.58	\$101.54	\$202.22	\$98.98	\$207.34	\$170.65	\$143.35	\$73.38	\$78.09	\$104.95	\$131.40	\$183.45		
Introduction								4							4	\$ 682.60
Inventory of Existing Conditions								24							24	\$ 4,095.60
Forecasts of Aviation Activity								24							24	\$ 4,095.60
Facility Requirements			2					16							18	\$ 2,985.56
Alternative Analysis			40							8					48	\$ 5,690.15
Implementation Plan			4					6							10	\$ 1,534.21
Capital Improvement Plan			20					8		6					34	\$ 4,357.04
Use below if subconsultant preforms this task and not above																
Subconsultant's Rates ---->															0	\$ -
Coordination and Admin. For subconsultant (no hours, percentage)																\$ -
LABOR TOTAL	0	0	66	0	0	0	0	82	0	14	0	0	0	0		\$ 23,440.76

Direct Expenses

Mileage	\$354.25
Hotel	\$171.00
Per Diem	\$50.00
	<u>\$575.25</u>

650 miles round trip @ \$0.545/mi.

AIRPORT LAYOUT PLAN DRAWING SET																
Element 1B: Preparation of the Airport Layout Plan (ALP) Drawing Set	Hourly Breakdown														Total Man Hours	Labor Cost
	Principal	Project Manager	Civil Engineer 1	Civil Engineer 2	Electrical Engineer	Designer	Architect	Sr. Aviation Planner	Aviation Planner	Cadd Operator	Admin	RLS/Survey Manager	Survey Crew (2-Person)	Survey Crew (3-Person)		
	\$242.77	\$191.98	\$127.58	\$101.54	\$202.22	\$98.98	\$207.34	\$170.65	\$143.35	\$73.38	\$78.09	\$104.95	\$131.40	\$183.45		
Title Sheet										2					2	\$ 146.76
Airport Data Sheet								10		12					22	\$ 2,587.05
Airport Layout Drawing		6						24		40					70	\$ 8,182.67
Airport Airspace Drawing			6					20		22					48	\$ 5,792.82
Inner Portion of the Approach Surface Drawing			6					16		16					38	\$ 4,669.94
Runway Departure Surface Drawing								12		14					26	\$ 3,075.11
Terminal Area Plan Drawing		4						8		18					30	\$ 3,453.96
Airport Property Map/Exhibit A								8				38			46	\$ 5,353.29
Boundary Survey of Airport															0	\$ -
Total (Barge Design Soultions)																\$ 33,261.60
Use below if subconsultant preforms this task and not above																
Subconsultant's Rates ----->																
Photogrammetry and Mapping - Woolpert																\$ 7,800.00
Additional Scope for Spec -18B and AGIS - Woolpert																\$ 55,700.00
Coordination and Admin. For subconsultant (no hours, percentage)																\$ 6,350.00
LABOR TOTAL	0	10	12	0	0	0	0	98	0	124	0	38	0	0		\$ 103,111.60

PROJECT DOCUMENTATION

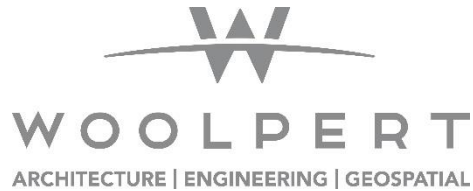
<i>Element 2: Project Documentation</i>	<i>Hourly Breakdown</i>														<i>Total Man Hours</i>	<i>Labor Cost</i>
	<i>Principal</i>	<i>Project Manager</i>	<i>Civil Engineer 1</i>	<i>Civil Engineer 2</i>	<i>Electrical Engineer</i>	<i>Designer</i>	<i>Architect</i>	<i>Sr. Aviation Planner</i>	<i>Aviation Planner</i>	<i>Cadd Operator</i>	<i>Admin</i>	<i>RLS/Survey Manager</i>	<i>Survey Crew (2-Person)</i>	<i>Survey Crew (3-Person)</i>		
	\$242.77	\$191.98	\$127.58	\$101.54	\$202.22	\$98.98	\$207.34	\$170.65	\$143.35	\$73.38	\$78.09	\$104.95	\$131.40	\$183.45		
Initial Hard Copy and Electronic Copy of Draft Narrative Report and ALP to the Department for Review								1		4	2				7	\$ 620.35
FAA Circularization - Two Hard Copies of Narrative Report and ALP to the Department for FAA Circularization								2		4	2				8	\$ 791.00
Final - Submit five final hard copies of ALP set to the Department for conditioal approval								2		4	2				8	\$ 791.00
Submittal of AutoCAD files in 2010 DWG format to the Department and Airport Sponsor								2		2					4	\$ 488.06
<i>Use below if subconculant preforms this task and not above</i>																
<i>Subconsultant's Rates -----></i>																
															0	\$ -
Coordination and Admin. For subconsultant (no hours, percentage)																\$ -
LABOR TOTAL	0	0	0	0	0	0	0	7	0	14	6	0	0	0		\$ 2,690.40

MEETINGS AND COORDINATION

Element 3: Meetings and Coordination	Hourly Breakdown														Total Man Hours	Labor Cost
	Principal	Project Manager	Civil Engineer 1	Civil Engineer 2	Electrical Engineer	Designer	Architect	Sr. Aviation Planner	Aviation Planner	Cadd Operator	Admin	RLS/Survey Manager	Survey Crew (2-Person)	Survey Crew (3-Person)		
	\$242.77	\$191.98	\$127.58	\$101.54	\$202.22	\$98.98	\$207.34	\$170.65	\$143.35	\$73.38	\$78.09	\$104.95	\$131.40	\$183.45		
ALP Kickoff Meeting		8						17							25	\$ 4,436.90
Development Alternatives Selection Meeting		8						17							25	\$ 4,436.90
Use below if subconsultant preforms this task and not above																
Subconsultant's Rates ----->																
Coordination and Admin. For subconsultant (no hours, percentage)															0	\$ -
LABOR TOTAL	0	16	0	0	0	0	0	34	0	0	0	0	0	0		\$ 8,873.80

Direct Expenses

Mileage	\$708.50	(2 Trips) 650 miles round trip @ \$0.545/mi.
Hotel (2 Nights)	\$342.00	
Per Diem	\$100.00	
	<u>\$1,150.50</u>	



September 4, 2018

D. Keith Shippey, C.M.
Barge Design Solutions
2047 West Main Street, Suite 1
Dothan, Alabama 36301

RE: Proposal: Aeronautical Survey at Dalton Municipal Airport (DNN)

Dear Mr. Shippey:

We appreciate the opportunity to provide a proposal for supporting Barge Design Solutions with geospatial services at the Dalton Municipal Airport (DNN) in Dalton, GA. The fee and bulleted list of scope functions is understood to be completed in accordance with the FAA Advisory Circulars 150/5300-16A, -17C, change 1 and -18B, change 1 and FAA SOP 2.00, Standard Procedure for FAA Review and Approval of Airport Layout Plans.

Project Understanding

Woolpert understands that this project is focused on the update of an Airport Layout Plan. Woolpert's role will be focused on meeting the requirements of AC-18B, Table 2-1, Survey Requirements Matrix, for the Airport Layout Plan (ALP) column and performing these three main tasks:

- 1) Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runway 14/32.
- 2) Obstruction analysis for FAR Part 77, PIR surface for existing Runway 14 and FAR Part 77, Non-Precision Type C for existing Runway 32. Airspace analysis for Runway Type 6 and 9 for existing Runway 14 and Runway Type 5 and 9 for existing Runway 32, pursuant to Draft Table 3-2, AC 150/5300-13A, Change 2.
- 3) Planimetric/topographic mapping of Mapping Limits as shown in Attachment "B."

Task 01 - Obstruction analysis for AC 150/5300-18B, Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Existing Runways 14/32.

- Initiate and complete the AGIS Project set up process for a project on the AGIS web portal as an Airport Layout Plan – Periodic Update.
 - Develop SOW and plans as required.
- PACS/SACS have not been established at DNN, Temporary Survey Marks (TSMs) will be established for the basis of control in accordance with AC-16A.
- Ground survey to be performed by Woolpert.
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the Vertically Guided Runway standards.
 - Estimated 18 control points and 5 check points.
 - Collect imagery at an imagery scale of 1"=800', flight layout will be provided.
 - Collected with leaf-on conditions.
- Geo-referencing of aerial photography.
- Runway critical point survey on all usable runways.
- Runway profile survey on all usable runways.

- Navigational aid inventory for NAVAIDs associated to the airport (within 10 NM of ARP) including the associated perpendicular points.
- Obstruction analysis for objects penetrating the Vertically Guided surfaces.
 - Woolpert will request existing obstruction data for DNN from the FAA for review of the OIS. **This is a value-added service where the airspace around DNN and the existing obstacles would be updated, rather than new obstacles being created in the FAA's database, on top of what already resides there.**
 - Woolpert will collect objects penetrating the OIS using the Object Density Selection Criteria (ODSC) as specified in Section 2.7.1.6 of AC 150/5300-18B.
- Development of new ortho-photography for the 18B Vertically Guided Surface area.
 - Pixel resolution of 0.5-feet over the entire survey area.
- Collect major landmark features within imagery coverage.
- Population of calculable and required attributes.
- Develop an AGIS compliant data files containing the safety critical data required to achieve instrument approach procedure development.
- Develop the final reports and deliver to AGIS.
 - Imagery Acquisition Report
 - Final Project Report

Task 02 - Obstruction analysis for FAR Part 77, PIR (truncated to 20,200') for Existing Runway 14 and FAR Part 77, Non-Precision Type C for Existing runway 32. Airspace analysis for Runway Type 6 and 9 for Existing Runway 14 and Airspace analysis for Runway Type 5 and 9 for Existing Runway 32, pursuant to Draft Table 3-2, AC 150/5300-13A, Change 2.

- Obstruction analysis for surface penetrations of the FAR Part 77 surfaces.
 - The existing Runway 14 is a PIR surface (PIR surface will be truncated to 20,200').
 - Existing Runway 32 is a Non-Precision Type C surface.
 - FAR Part 77 analysis will include Primary, Approach, Transition, Horizontal, and Conical surfaces.
 - FAR Part 77 analysis will include an AutoCAD file to be incorporated into the ALP.
 - Draft Table 3-2, AC-13A surface analysis for Existing Runway 14/32.
 - Runway Type 6 and 9 for Runway 14
 - Runway Type 5 and 9 for Runway 32
- Woolpert will collect objects penetrating the above-specified OIS using the object density selection criteria as specified in Section 2.7.1.6 of AC 150/5300-18B.
- Develop and deliver to Barge Design Solutions a Microsoft Excel file containing information to all Obstacles that were collected within the Obstruction Identification Surfaces:
 - 18B applicable surfaces, Draft Table 3-2 applicable surfaces and applicable FAR Part 77 surfaces.
 - This spreadsheet will contain Northing, Easting, Elevation, Penetration Depth, Station, and Offset information.

Task 03 - Planimetric/Topographic mapping of Mapping Limits as shown in Attachment "B."

- Utilize imagery collected for airspace analysis and AC-17C deliverables for development of planimetric and topographic mapping.
- Develop mapping features to generate 1"=100' scale mapping at 2' contour intervals.
- Mapping will include features required for standard Airport Layout Plan (ALP) base mapping as shown in Attachment "C."
- Mapping will also include the following additional features:
 - Forest stand area – on and off airport
 - Building spot elevations – on airport
- Mapping file will be delivered in an AC-18B compliant AGIS file and an AutoCAD format with standard, discernable ALP blocks, symbols and line types.
- Submit data to the Airport Layout Plan – Periodic Update AGIS project created in Task 01.

Lump Sum Fee Breakdown

Lump Sum Fee Estimate AGIS Periodic Update and Design Surveys	
Task 01: AGIS compliant AC-18B Surveys	\$54,200.00
Task 02: FAR Part 77 & 13A Obstruction Analysis (following ODSC requirements)	\$1,500.00
Task 03: Planimetric/Topographic Mapping (2')	\$7,800.00
Lump Sum Fee Total =	\$63,500.00

Woolpert estimates the entire project to take 6 months from the date of imagery acquisition to the delivery of the final data file and report to the Airports GIS website. The proposed fee estimates are valid for ninety (90) days from proposal date.

Please don't hesitate to contact me to discuss any comments or questions you may have (704.526.3018).

Sincerely,

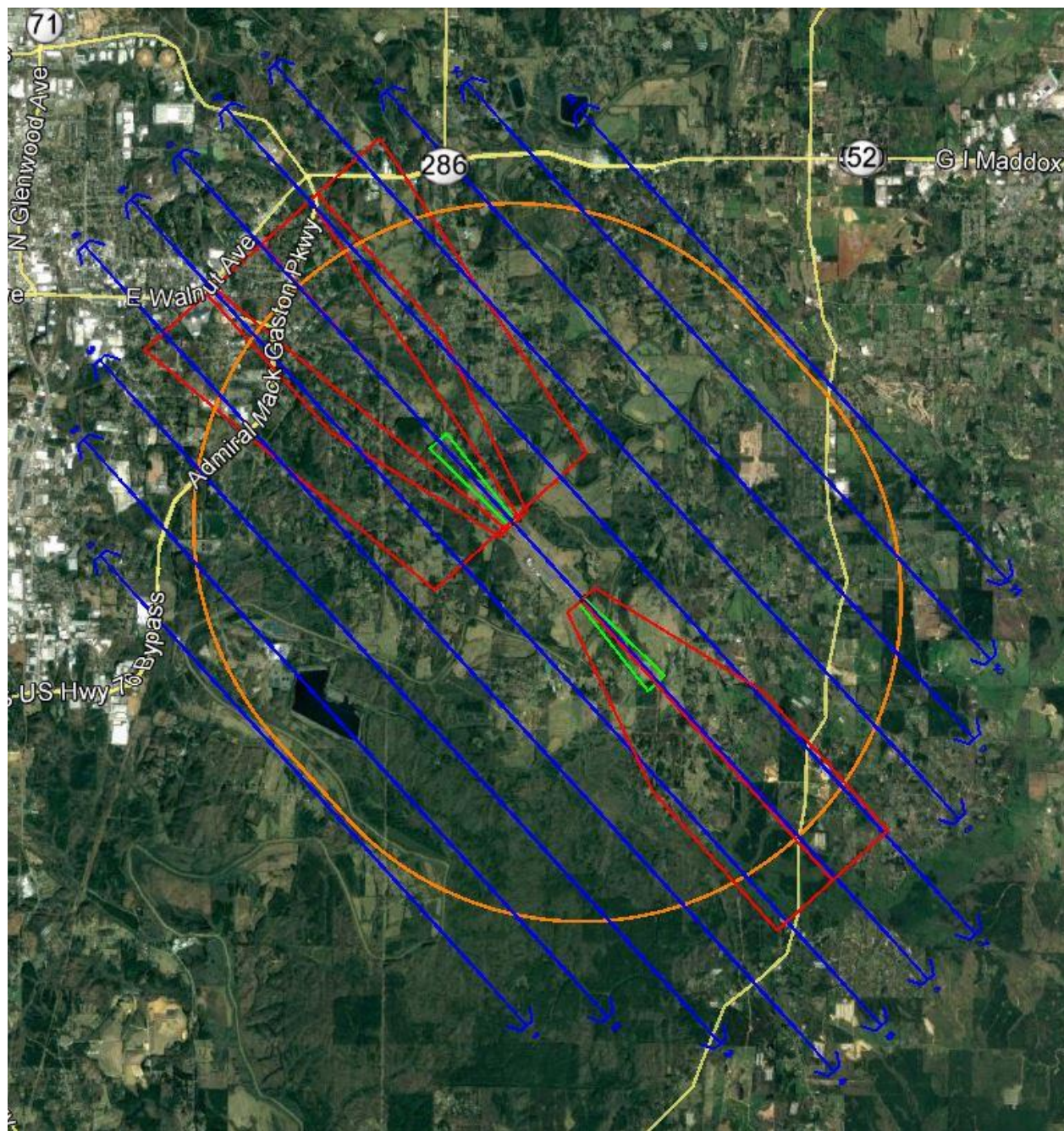


Woolpert, Inc.
Paul F. Akers, PLS, PMP
Aviation Project Manager



Woolpert, Inc.
Thomas E Mackie, PS
Aviation Practice Leader
Vice President

Attachment A: Flight Layout (6" GSD Imagery)



Attachment B: Mapping Limits



Attachment C: Standard Mapping Features

Minimum To Develop ALP					
Safety Critical			Non-Safety Critical		
		On Airport	Off Airport		
1	AirportControlPoints	X	X	1	AircraftGateStand
2	CoordinateGridArea	X	X	2	AircraftNonMovementArea
3	MarkingArea (Runway only)	X		3	AirfieldLight
4	MarkingLine (Runway only)	X		4	AirportSign
5	Navaidequipment	X	X	5	Apron
6	Obstacle	X	X	6	ArrestingGear
7	ObstructionArea	X	X	7	Bridge
8	ObstructionIDSurface	X	X	8	Building
9	Runway	X		9	DrivewayArea
10	RunwayBlastPad	X		10	DrivewayCenterline
11	RunwayCenterline	X		11	ElevationContour
12	RunwayElement	X		12	Fence
13	RunwayEnd	X		13	ForestStandArea
14	RunwayHelipadDesignSurfaces	X	X	14	Gate
15	RunwayIntersection	X		15	ImageArea
16	RunwayLabel	X		16	LandmarkSegment
17	RunwayLAHSO	X		17	MarkingArea (Off Runway)
18	TouchDownLiftOff	X		18	MarkingLine (Off Runway)
				19	MovementArea
				20	ParkingLot
				21	PassengerLoadingBridge
				22	RailroadCenterline
				23	RailroadYard
				24	RoadCenterline
				25	RoadPoint
				26	RoadSegment
				27	RunwayArrestingArea
				28	Shoreline
				29	Shoulder
				30	State
				31	TankSite
				32	TaxiwayElement
				33	Taxiwayholdingposition
				34	TaxiwayIntersection
				35	Tower
				36	Wetland (no official delineation)

Attachment D: Survey Requirements

Intended End Use of the Data	AC Reference	Airport Layout Plan (ALP)	Construction	Comments
Required Tasks V			Airside	
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•	•	
Establish or validate Airport Geodetic Control	150/5300-16	•	•	PACS and SACS do not exist. Establish TSMs only
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•		
Survey runway end(s)/threshold(s)	150/5300-18	•	•	
Monument runway end(s)/threshold(s)	150/5300-18	•	•	
Document runway end(s)/threshold location(s)	150/5300-18	•	•	
Identify and survey any displaced threshold(s)	150/5300-18	•	•	
Monument displaced threshold(s)	150/5300-18	•	•	
Document displaced threshold(s) location	150/5300-18	•	•	
Determine or validate runway length	150/5300-18	•	•	
Determine or validate runway width	150/5300-18	•	•	
Determine runway profile using 50 foot stations	150/5300-18	•	•	
Determine runway profile using 10 foot stations	150/5300-18	N/A	N/A	
Determine the touchdown zone elevation (TDZE)	150/5300-18	•		
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•		
Determine and document the horizontal extents of any Stopways	150/5300-18	•		
Determine any Stopway profiles	150/5300-18	•		
Determine if the runway has an associated clearway	150/5300-18	•		
Survey clearway to determine objects penetrating the slope	150/5300-18	•		
Determine and document the taxiway intersection to threshold distance	150/5300-18	•		
Determine runway true azimuth	150/5300-18	•		
Determine or validate and document the position of navigational aids	150/5300-18	•		
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18			
Determine potential navigational aid screening objects	150/5300-18			
Collect and document VOR receiver checkpoint location and associated data	150/5300-18			
Perform or validate and document an airport airspace analysis	150/5300-18	•	•	
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•	•	
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•	•	
Collect or validate and document airport planimetric data	150/5300-18	•	•	For Mapping area only as show in Attachment B
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•	•	
Perform or validate a topographic survey	150/5300-18	•	•	For Mapping area only as show in Attachment B
Collect and document runway and taxiway lighting	150/5300-18	•		
Collect and document parking stand coordinates	150/5300-18			
Collect cultural and natural features of landmark value	150/5300-18	•		
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•		
Determine all Land Use to 65 DNL contour	150/5300-18	•		
Document features requiring digital photographs	150/5300-18	•	•	
Document features requiring sketches	150/5300-18	•	•	
Collect position and type of runway markings	150/5300-18	•		
Collect position and type taxiway markings	150/5300-18			
Locate, collect, and document photo ID points	150/5300-17			
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•		
Collect imagery	150/5300-17	•		
Provide a final Project Report	150/5300-16/18	•	•	

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

EXHIBIT B

SCHEDULE OF PAYMENTS

**GDOT PROJECT NUMBER: AP019-9033-38(313) Whitfield
PID-T006765**

Airport Layout Plan Update

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 Federal Funds - FY15										
1a	FAA-5100-38D	Reimbursement from AP018-9033-37(313)-Septic and Electrical Items	EA	3420.97	\$1.00	\$3,420.97	90%	\$3,078.87	0%	\$0.00
Total Part 1						\$3,420.97		\$3,078.87		\$0.00
Part 2 Federal Funds - FY18										
1b	FAA-5100-38D	Reimbursement from AP018-9033-37(313)-Septic and Electrical Items	EA	12684.64	\$1.00	\$12,684.64	90%	\$11,416.18	0%	\$0.00
2	FAA-5100-38D	ALP Project Formulation (Element 1)	EA	2133.13	\$1.00	\$2,133.13	90%	\$1,919.82	5%	\$106.66
3	FAA-5100-38D	ALP Narrative Report (Element 2a)	EA	24016.01	\$1.00	\$24,016.01	90%	\$21,614.41	5%	\$1,200.80
4	FAA-5100-38D	ALP Drawing Set (Element 2b)	EA	103111.6	\$1.00	\$103,111.60	90%	\$92,800.44	5%	\$5,155.58
5	FAA-5100-38D	ALP Project Documentation (Element 3)	EA	3890.4	\$1.00	\$3,890.40	90%	\$3,501.36	5%	\$194.52
6	FAA-5100-38D	ALP Meetings and Documentation (Element 4)	EA	10024.3	\$1.00	\$10,024.30	90%	\$9,021.80	5%	\$501.10
Total Part 2						\$162,702.02		\$140,274.00		\$7,158.65
Total Project Cost						\$166,122.99		\$143,352.87		\$7,158.65

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGp-016-2015	5/7/2015	\$3,078.87	22135
3-13-SBGp-022-2018	6/12/2018	\$140,274.00	22142
FY19 State	N/A	\$7,158.65	01191
Total Maximum Obligation of State and Federal Funds this Contract:		\$150,511.53	



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/15/18

Agenda Item: Resolution 18-10 SWMP

Department: Dalton-Whitfield Solid Waste Authority

Requested By: Dirk Verhoeff

Reviewed/Approved by City Attorney? Yes/No

Cost: EnterCost

Funding Source if Not in Budget EnterSource

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

Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell, Georgia are required by the 1990 Georgia Solid Waste Management Act and subsequent legislation to develop a Solid Waste Management Plan which meets the minimum standards for solid waste planning established pursuant to the Act and updating it periodically.

RESOLUTION 18-10

A RESOLUTION AUTHORIZING THE ADOPTION OF THE SOLID WASTE MANAGEMENT PLAN FOR WHITFIELD COUNTY AND THE CITIES OF COHUTTA, DALTON, TUNNEL HILL AND VARNELL, GEORGIA FOR NOVEMBER 2018 THROUGH OCTOBER 2028

WHEREAS, Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell, Georgia are required by the 1990 Georgia Solid Waste Management Act and subsequent legislation to develop a Solid Waste Management Plan which meets the minimum standards for solid waste planning established pursuant to the Act; and

WHEREAS, it is necessary to periodically update the Solid Waste Management Plan for Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell, Georgia for it to remain a useful and viable tool for managing solid waste; and

WHEREAS, Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell, Georgia are required by the State of Georgia to update the Solid Waste Management Plan every ten years and the current plan expires October 31, 2018; and

WHEREAS, the Solid Waste Management Plan for November 2018 through October 2028 has been prepared by A. Goldsmith Resources, LLC. with assistance, input, and review by the Dalton-Whitfield Solid Waste Management Authority, Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill, and Varnell and addresses waste reduction, collection, disposal, land limitation, education and public involvement, and implementation; and

WHEREAS, the required public notice of the intent to adopt the Solid Waste Management Plan has been given.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, Georgia and as follows:

SECTION I. The Solid Waste Management Plan for Whitfield County and the Cities of Cohutta, Dalton, Tunnel Hill and Varnell for November 2018 through October 2028, as prepared by A. Goldsmith Resources LLC and the Dalton-Whitfield Solid Waste Authority is hereby adopted.

SECTION II. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

MAYOR AND COUNCIL OF THE CITY OF DALTON, GEORGIA

BY: _____

Mayor

DATE: _____

ATTEST: _____

City Clerk

DATE: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-15-2018

Agenda Item: Adoption of the 2018-2021 Whitfield County Joint Comprehensive plan

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? No

Cost: No Charge

Funding Source if Not in Budget N/A

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

The final draft of the Comprehensive Plan has been approved by the Dept. of Community Affairs and is ready for final adoption by the Dalton Mayor and Council. By adopting the Comprehensive Plan before October 31, 2018 the City of Dalton will meet the state deadline and therefore maintain its Qualified Local Government Status. If at any point amendments to this plan are deemed necessary or desired the process is short and simple and the Regional Commission will assist at no charge. (By choosing to participate in a joint plan and utilizing the Regional Commission for this task, rather than a private consultant, the City of Dalton conservatively saved \$20,000-\$50,000).

RESOLUTION 18-11

**A RESOLUTION
TO ADOPT THE**

**Whitfield County Joint Comprehensive Plan (2018-2022) including the municipalities of
Cohutta, Dalton, Tunnel Hill and Varnell**

Whereas, the Georgia Planning Act of 1989 requires local governments to develop and maintain a comprehensive plan to retain their Qualified Local Government status and eligibility for State permits, grants, and loans; and

Whereas, the *Whitfield County Joint Comprehensive Plan (2018-2022) including the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell* is now complete; and

Whereas, such **Joint Comprehensive Plan Update** is approved by the Georgia Department of Community Affairs as meeting Georgia's Minimum Planning Standards and Procedures (effective March 1, 2014); and

Whereas, the second and final public hearing on the draft plan was held on Monday September 10th, 2018 at the Whitfield County Commissioner's Chambers at 214 W. King Street at 6:00pm during the regular business meeting of the Whitfield County Board of Commissioners.

Now Therefore Be It Resolved, that the City Council of Dalton, Georgia hereby officially adopts the *Whitfield County Joint Comprehensive Plan (2018-2022) including the municipalities of Cohutta, Dalton, Tunnel Hill and Varnell*.

Resolved, this 15th day of October, 2018.

BY:

Dennis Mock
Mayor, City of Dalton

ATTEST:

Bernadette Chattam, City Clerk
City of Dalton



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-15-18

Agenda Item: Ratification of Barge Waggoner Certificate of Substantial Completion at Haig Mill Lake Park

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Barge Waggoner issued a Certificate of Substantial Completion for Haig Mill Park on 9/7/18 in order to secure a temporary Certificate of Occupancy from building inspector. The certificate included a punch list of items for Astra/contractors to complete.

SECTION 00 65 16 - CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Dalton, GA	Owner's Contract No.:	N/A
Contractor:	Astra Group, Inc.	Contractor's Project No.:	
Engineer:	Barge, Waggoner, Sumner and Cannon, Inc.	Engineer's Project No.:	36237-02
Project:	Haig Mill Lake Park	Contract Name:	

This Tentative Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

September 6, 2018

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:

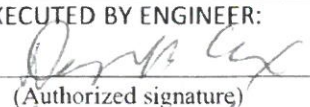
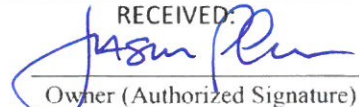
☒ None
☐ As follows

Amendments to Contractor's responsibilities:

☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list;]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:		By:		By:	
	(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	PROJECT MANAGER	Title:	City Administrator	Title:	
Date:	9/6/2018	Date:	9-7-2018	Date:	

Certificate of Occupancy

Temporary 30 Days
Department of Code Enforcement
Building Inspection

This certificate issued pursuant to the requirements of the International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Permit Type	Commercial new building	Bldg. Permit No.	180294
Owner	Astra Group, INC		
Subdivision/Project	(1) Outdoor Classroom/Restroom, (1) Restroom/Concession Bldg (1) Maintenance Bldg	Date Issued	9/6/2018
Contractor			

652 Haigmill Rd
Dalton, Georgia 30721

Lot #

Location



Bill Todd
Authorized Signature

Not Transferable
POST IN A CONSPICUOUS PLACE



August 29th, 2018

Mike Miller
City of Dalton, Parks and Recreation Department
904 Civic Dr.
Dalton, GA 30721

PROJECT: Haig Mill Lake Park

REF: Substantial Completion Certificate

Dear Mike,

As of August 29th, 2018, Astra considers the Haig Mill Lake Park project to be Substantially Complete. This is our formal request for the City of Dalton Parks and Recreation Department and Barge Design Solutions to issue a Certificate of Substantial Completion.

Completion Items are scheduled as listed below:

- Installation of Concession Service Window – September 5th, 2018
- Installation of Floating Buoys at Outflow Structure – September 5th, 2018
- Completion of Landscaping per Revised Landscaping Drawing – September 7th, 2018
- Video Inspection of Sewer Lines – September 4th, 2018
- Power-Up of Pump Station – September 4th, 2018

Once all completion items are completed, we will be requesting the release of retainage.

Additionally, we would like to request a formal punch list for final completion. We would like to set this punch walk meeting for Tuesday, September 4th, 2018 with completion of the punch list by Friday, September 14th, 2018.

If you have any questions or concerns regarding the above request, please let us know in writing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jay Marjenhoff'.

Jay Marjenhoff
Astra Group, Inc.

CC: Allen Eison, Andrew Lindsay, Travis Davenport, Andy Carr, Doye Cox, John Brown, Matt Stovall, Josh Scott, Jonathan Melton, Steve Knoblott, Joe Fugatt

Astra Group, Inc.
Specialty Contractors

John Brown

From: Christopher Hester <chester@whitfieldcountyga.com>
Sent: Tuesday, September 04, 2018 11:37 AM
To: Jay Marjenhoff
Cc: Gary Hutchison; Rrcontractors@windstream.net; Greg L. Williams; Mike Miller; Travis Davenport; Jim Mullen; John Brown
Subject: RE: Haig Mill Lake Park Certificate of Occupancy

Jay,

As I understand Jeremy Reed is redressing the water quality pond Wednesday. We took a look at the WQ units on July 30 and they still needed some work at that time. As I understand from Jeremy all of the inlets have been cleaned out. Our inspector, Gary Hutchison will be out at the end of the day tomorrow to re inspect. I really would like to have a copy of the as built prior to our inspection. Jeremy indicated that the as built had been turned in to Astra. Please forward a copy as soon as you can.

To release the certificate of occupancy for stormwater, we need the following:

1. WQ unit A-2 needs the brick around the inlet pipe to be grouted on the inside of the structure. (I spoke with Jeremy and he would take care of this on Wednesday.)
2. Complete and accurate as-built survey of the water quality pond.
3. As built certification from the engineer of record certifying the as built condition meets the design or any changes are acceptable.
4. Satisfactory as built inspection by our department.

Also, the NPDES Construction Permit was signed by Dalton Parks and Recreation Department. I will contact Mike Miller regarding the close out of this permit. This cannot be closed until all the permanent grassing is established and all temporary erosion control measures have been removed.

Please let me know if you have any questions.

Sincerely,

Chris Hester

Stormwater Coordinator
Whitfield County
706.281.1768 - Office
706.876.2512 - Direct
chester@whitfieldcountyga.com

From: Jay Marjenhoff [mailto:jmarjenhoff@astragroupinc.com]
Sent: Wednesday, August 29, 2018 11:39 AM
To: Christopher Hester <chester@whitfieldcountyga.com>
Subject: Haig Mill Lake Park Certificate of Occupancy

Chris,

As you may know, Haig Mill Lake Park is nearing completion and I was wondering what was needed for a Certificate of Occupancy. Can you help me with this?

Jay Marjenhoff

Assistant Project Manager



Expertise to Deliver

T: 770 992-9300 x 129

C: 678-978-0012

Email: jmarjenhoff@astragroupinc.com

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SITE OBSERVATION REPORT

Date of Observation: 8/31/2018
Location: Dalton, GA
Project Name: Haig Mill Lake Park
Contractor: ASTRA
Barge Project No.: 36237-02

OBSERVATIONS: The following items/ deficiencies were noted for correction during the site observation by Barge staff on 8/31/2018. The locations of the items are depicted with circled numbers corresponding to the item descriptions on the site observation key plans S01-S03 included in this observation report.

1. No seed growth observed on slopes. Over-seed, straw and fertilize.
2. **Remove rock, trash, and debris (site-wide).**
3. **Smooth out concrete inlet throat surface (site-wide).**
4. Caulk expansion joints around inlet.
5. **Remove weeds from sod (site-wide).**
6. Replace dead sod.
7. Remove weeds around inlet.
8. **Pressure wash and clean asphalt (site-wide).**
9. Replace 17 dead pennisetums (*Pennisetum alopecuroides* 'Hameln').
10. Replace 3 defoliated abelias (*Abelia x grandiflora* 'Rose Creek').
11. Remove weeds from plant bed.
12. Itea (*Itea virginica* 'Henry's Garnet') planted in place of fothergilla (*Fothergilla gardenia* 'Blue Mist').
13. Remove suckers on magnolia trees.
14. Replace column caps with Sequatchie Blue Stone.
15. Itea (*Itea virginica* 'Henry's Garnet') planted in place of fothergilla (*Fothergilla gardenia* 'Blue Mist').
16. Replace damaged abelia (*Abelia x grandiflora* 'Rose Creek').
17. Replace 7 dead pennisetums (*Pennisetum alopecuroides* 'Hameln') in front of sign.
18. Replace dead magnolia, replant behind sign at orange flag. Coordinate with Landscape Architect on location.
19. No seed growth observed. Remove rocks, over-seed, straw and fertilize.
20. Remove weeds from sod.
21. Sandblast lettering on stone sign.

22. Install sod along road after smoothing topsoil.
23. Repair water valve box.
24. **Remove/replace dead and unacceptable trees marked with pink flagging (site-wide).**
25. Add topsoil and sod along left side of road.
26. Sparse seed growth, over-seed, straw and fertilize.
27. Remove brush and limbs from edge of woods.
28. Cut and remove leaning pine tree.
29. Replace defoliated magnolia.
30. Remove concrete debris and rocks beside walk.
31. **Pressure wash/clean concrete (site-wide).**
32. Install inlet protection over grate.
33. Smooth out ruts prior to sodding or seeding.
34. Remove rocks and debris.
35. Minimal seed growth; over-seed, straw and fertilize.
36. Install interpretive sign next to pond.
37. Regrade pond and construct forebay as designed and discussed modifications.
38. Remove weeds on slope and pond.
39. Backfill behind large headwall.
40. Retrofit outlet structure to final design.
41. Dress up grade and remove rocks around headwall.
42. City to add mulch to define walking path.
43. Replant plants in and around pond after final grading of pond is complete and approved by LA.
44. Remove rocks, gravel, and debris around transformer; add topsoil and sod.
45. Remove fallen trees flagged with pink flagging.
46. Remove concrete rubble pile.
47. **Remove broken limbs, logs, orange fencing, and concrete rubble from edge of woods (site-wide).**
48. Remove trash, staking and silt log from edge of woods on top of hill.
49. Cut and remove broken tree with pink flagging.
50. Remove logs, staking, orange tree save fencing, trash and debris from tree save area.
51. Bottom rail does not match curve of top rail. Adjust rail to match top rail.
52. **Kill weeds in plant beds (site-wide).**
53. Mulch depth is not 3" as specified. Add mulch to meet 3" depth.
54. Replace defoliated fringe trees marked with pink flagging.
55. Remove rocks and debris from slope, kill weeds, reseed, straw, and fertilize.
56. Reseed, straw, and fertilize.
57. **Add mulch rings around all 2" caliber trees as specified across site (site-wide).**
58. Replace defoliated fringe tree.
59. Cut expansion joint material in curb and caulk.

60. Remove rocks and weeds, over seed, straw, and fertilize.
61. Replace dead fringe trees.
62. Remove gravel, rocks and debris, reseed and straw.
- 63. Remove orange fencing (site-wide).**
64. Replace dead and defoliated trees flagged in pink.
65. Replace dead dogwoods.
66. Over-seed slope and remove rocks.
67. Replace (3) defoliated oakleaf hydrangeas.
68. Remove weeds from beds.
69. Replace (4) laurels (2 dead, 2 with shot hole fungus).
70. Replace (4) laurels with shot hole fungus.
71. Sod appears stressed, may need fertilizer.
72. Replace (5) oakleaf hydrangeas that are defoliated and poorly formed.
73. Remove rocks and debris before adding topsoil and sod.
74. Replace (2) oakleaves that are poorly formed.
75. Missing (3) dogwoods from design plan.
- 76. Sod needs to be rolled in and gaps of sod filled in (site-wide).**
- 77. Remove rocks from seeded slopes (site-wide).**
78. Replace misshapen and damaged oak tree.
79. Replace (2) dead redbuds.
80. Remove weeds along curb line and around pine trees. Mulch trees as specified.
81. Remove pile of gravel.
82. Low area holding water near corner of building. Regrade to provide positive drainage away from building.
83. Replace (11) Hollies that are poorly shaped and not full to base.
84. Remove weeds from seeded area.
85. Replace poorly shaped red maple.
86. Replaced poorly shaped oak.
87. Replace dead redbud.
88. Remove hose, morning glories, and weeds.
89. Cut off expansion joint material in curb and caulk joint.
90. Remove gravel and rocks from slope.
91. No seed growth; over-seed, straw, and fertilize.
92. Replace dead Sycamore.
93. Replace dead Blackgum.
94. Replace dead Oak.
- 95. Clean up trash and debris (site-wide).**
96. Remove sediment and debris next to ramp to floating dock.
97. Replace Sycamore.
98. Clean up trash, debris, concrete, gravel, etc.
99. Remove trash, straw, debris, logs around edge of woods.

100. Remove rocks and gravel on slope.
101. Seed and straw bare areas.
102. Remove rocks and debris, sod swale, seed and straw bare areas.
103. Install drainage improvements approved by Owner.
104. Replace dead trees marked with pink flagging (18 Dogwoods, 8 Redbuds and 3 fringe trees); replacement trees need to be moved to edge of tree save areas as directed by the Landscape Architect.
105. Remove rocks, debris, and finish grade with topsoil.
106. Weed eat slope, over-seed with love grass.
107. Backfill all tree pits on slope.
108. Remove wooden fence posts.
109. All trees designated for replacement should be replaced this fall after trees have gone dormant.
110. Contractor to remove all dead trees and shrubs prior to the City accepting the site for upcoming event.

The following items were noted in previous site observation reports beginning 6/4/2018 and have not yet been corrected:

SANITARY SEWER

1. Adjust all manhole casings to finish grade and secure to manhole.
2. Complete flushing and testing from existing manhole to manhole 1.
3. CCTV from existing manhole to manhole 8.
4. Insure all inverts are clean and dry.

STORM SEWER

1. Adjust manhole castings to match finish grade.
2. Clean out inverts of all catch basins and manholes and drain piping.
3. Complete all catch basins.
4. Level POS S-2

WATER LINE

1. Install pipe supports in all vaults per Drawing C7.24.
2. Pressure test per Specifications.

HAND RAIL AT SOUTHWEST OVERLOOK

1. Rework welds of all top rail joints to provide consistent diameter.
2. Remove all burrs at rail to post joints.
3. Touch up paint as necessary after corrections are complete.

CONCRETE CURB

1. Remove and replace all broken sections of curb and gutter.
2. Repair all damaged curbs with approved repair method. Submit RFI.

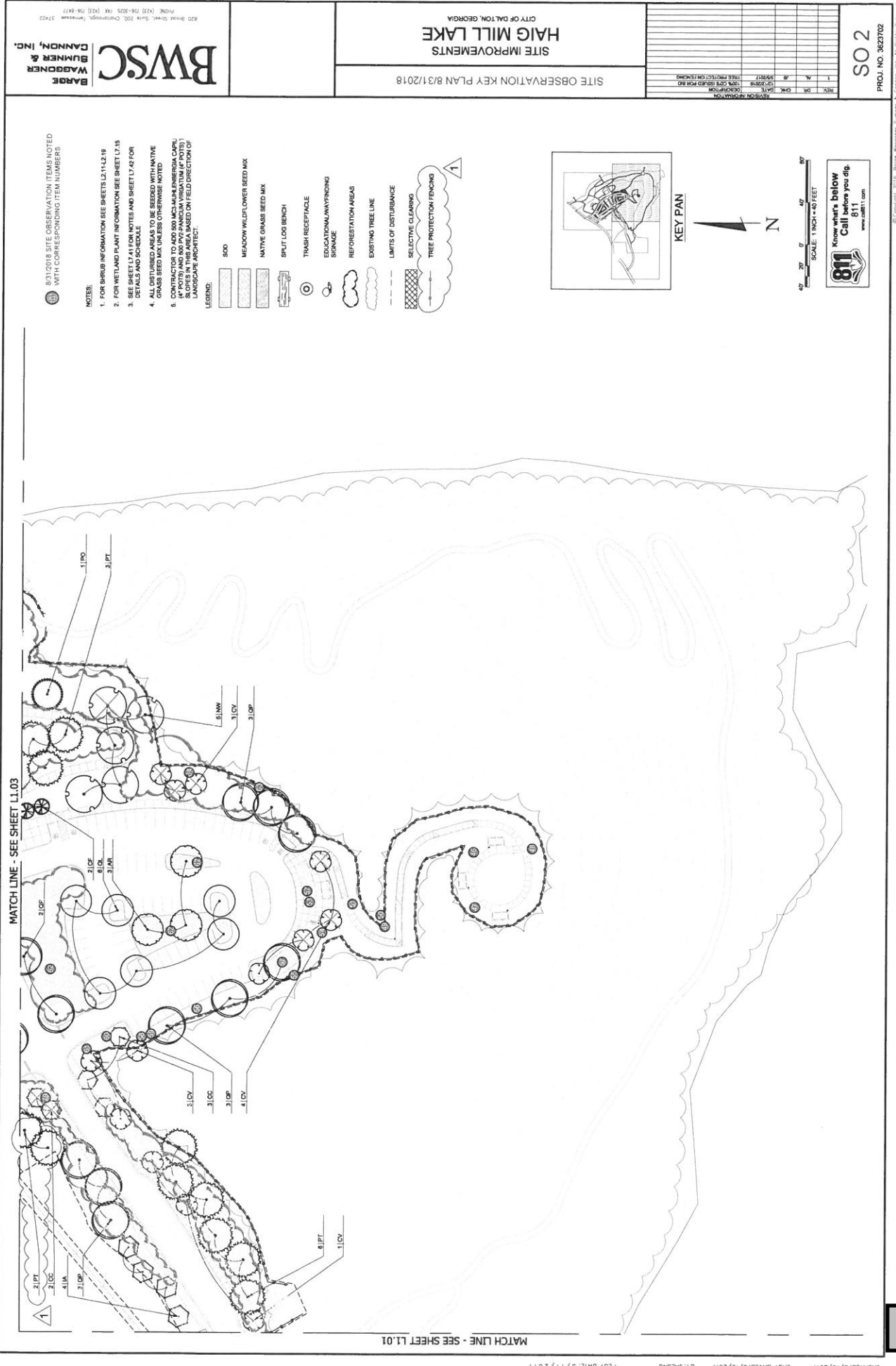
MISCELLANEOUS

1. Mark and identify ends of water service, fire service, and sanitary service lines for proposed lodge. Markers to be flush with finish grade.

The description above represents our observation of work in progress and items discussed. Other participants are requested to review these items and advise the undersigned of any necessary corrections or revisions.

Signed: _____ Date: 8/31/2018
John R. Brown





MATCH LINE - SEE SHEET L1.03

MATCH LINE - SEE SHEET L1.01

NOTES:
1. FOR SHRUB INFORMATION SEE SHEETS L2.1 & L2.19
2. FOR WETLAND PLANT INFORMATION SEE SHEET L2.15
3. SEE SHEET L1.01 FOR NOTES AND SHEET L1.02 FOR
4. ALL PLANTINGS ARE TO BE DONE WITH NATIVE
GRASS SEED MIX UNLESS OTHERWISE NOTED
5. CONTRACTOR TO USE 80% LOCAL & REGIONAL PLANTS
(4" POTS) AND 20% PANICUM VIRGATUM (4" POTS)
SLOPES IN THIS AREA BASED ON FIELD DIRECTION OF
LANDSCAPE ARCHITECT.

- LEGEND
- 500
 - MEADOW WILFLOUNDER REED MIX
 - NATIVE GRASS SEED MIX
 - SPRUIT LOG BENCH
 - TRASH RECEPTACLE
 - EDUCATIONAL WAYFINDING SIGNAGE
 - REFORESTATION AREAS
 - EXISTING TREE LINE
 - LIMITS OF DISTURBANCE
 - SELECTIVE CLEANING
 - TREE PROTECTION FENCING



KEY PLAN

811 Know what's below Call before you dig 811 www.811.com

SCALE: 1"=40' FEET

0' 20' 40' 80'

REVISION INFORMATION	
NO.	DESCRIPTION
1	10/24/2018
2	11/01/2018
3	11/01/2018
4	11/01/2018
5	11/01/2018
6	11/01/2018
7	11/01/2018
8	11/01/2018
9	11/01/2018
10	11/01/2018
11	11/01/2018
12	11/01/2018
13	11/01/2018
14	11/01/2018
15	11/01/2018
16	11/01/2018
17	11/01/2018
18	11/01/2018
19	11/01/2018
20	11/01/2018

BWSC
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CANNON, INC.

830 Bridge Street, Suite 200, Columbus, Tennessee 37402
Phone: (615) 726-0275 Fax: (615) 726-8477

HAIG MILL LAKE
SITE IMPROVEMENTS
CITY OF DALTON, GEORGIA

SITE OBSERVATION KEY PLAN 8/31/2018

SO 2

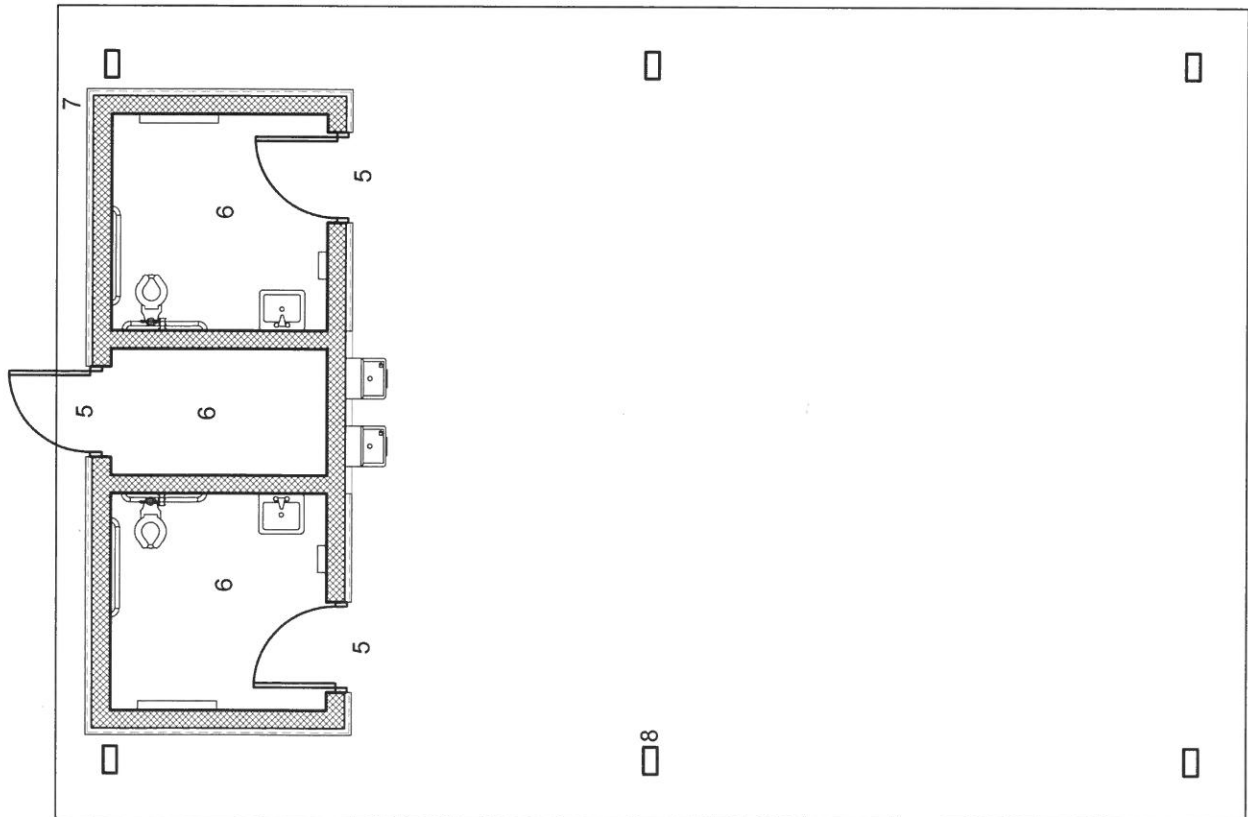
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General Notes (pertains to all 3 structures):

1. Install all door silencers.
2. Final Cleaning shall be done both interior and exterior.
3. Clean PE structure prior to final inspection. It is possible that some of the members are scratched but difficult to tell until cleaned.
4. Clean interior of all wall hung changing stations



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Concessions Building:

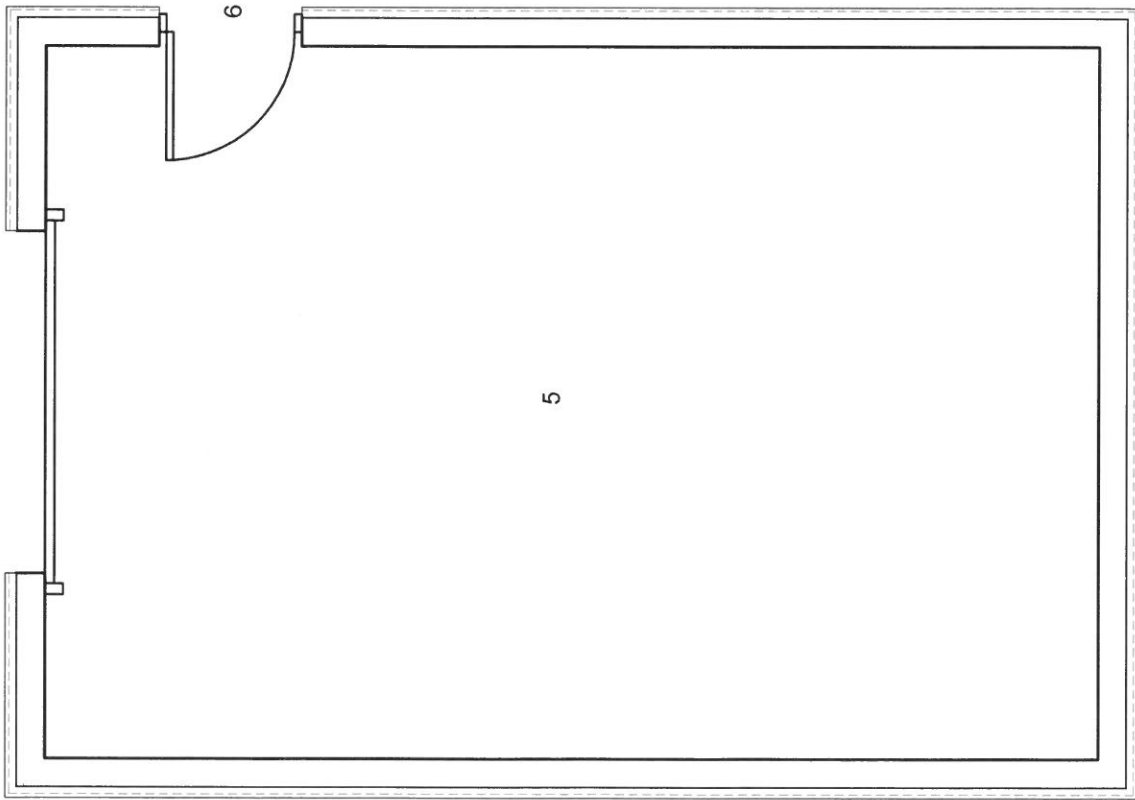
5. Door Paint is thin
6. Clean space
7. Southwest corner of toilet rooms damproofing on wood ceiling
8. Center post of PE structure is scratched at joint, touch up paint

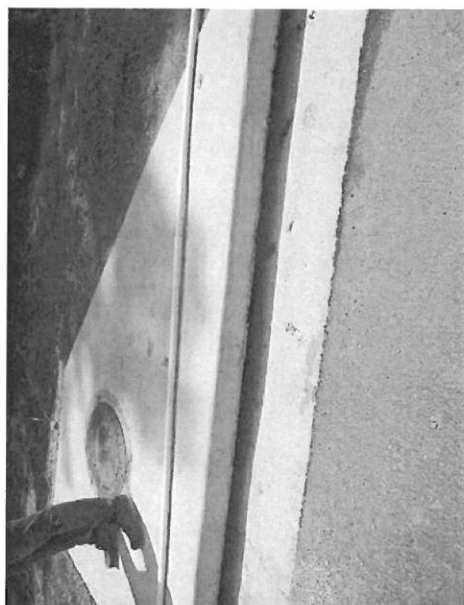
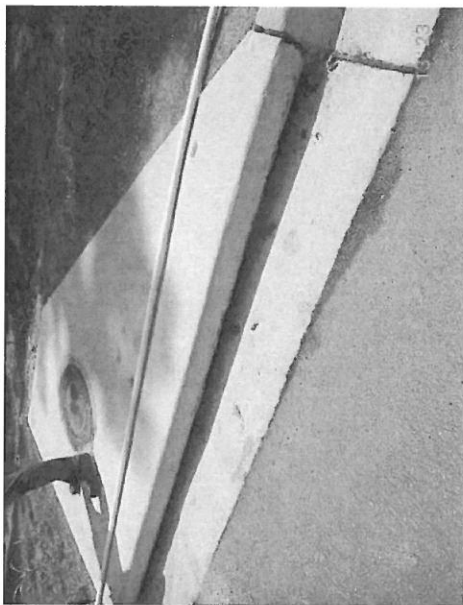
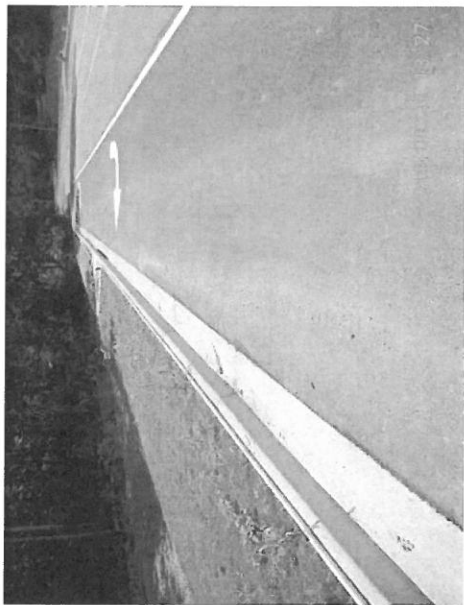
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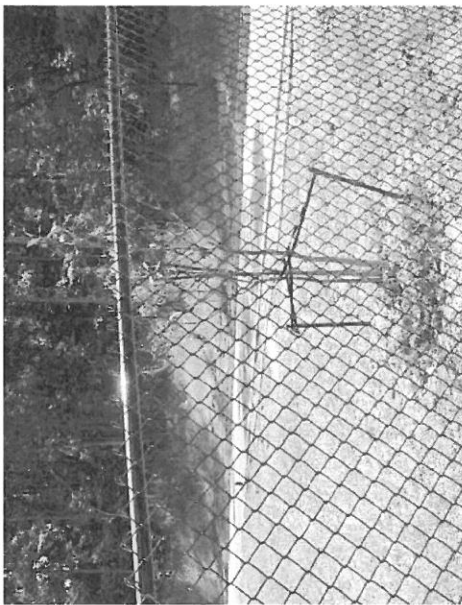
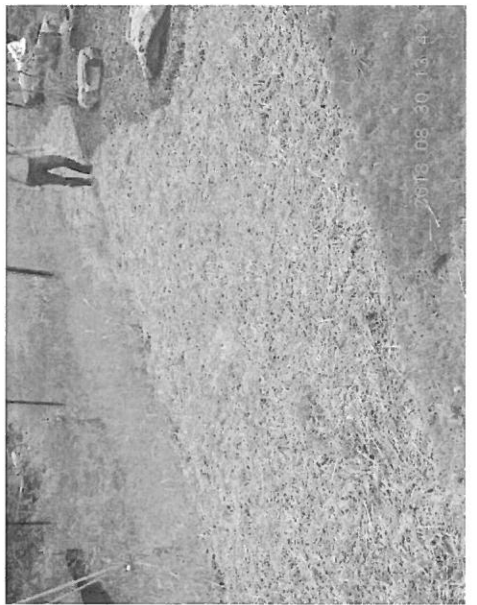
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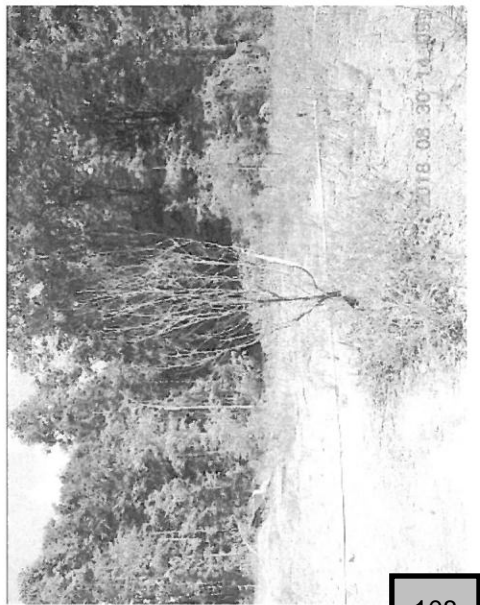
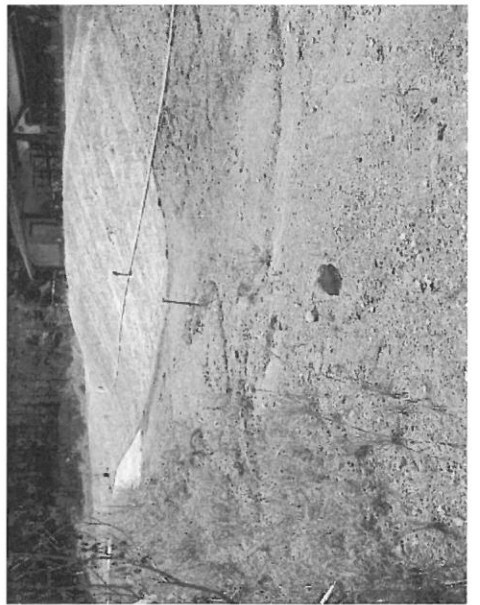
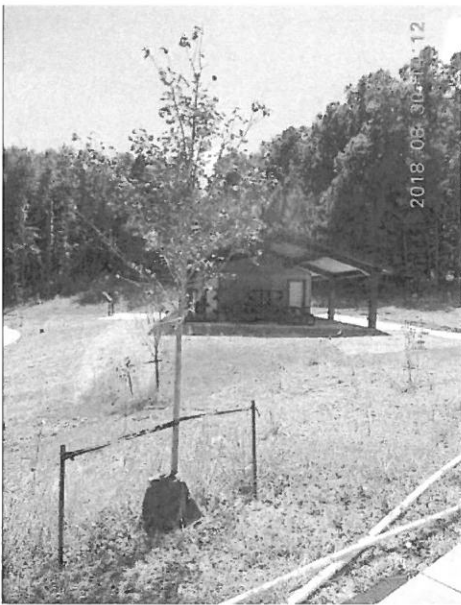
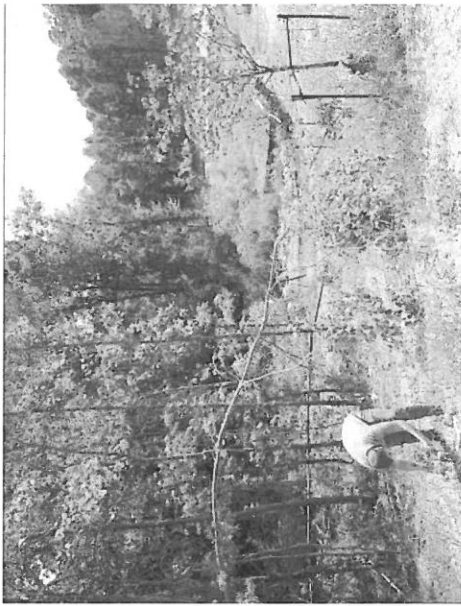
5. Clean interior of space
6. Re-attach sweep on door

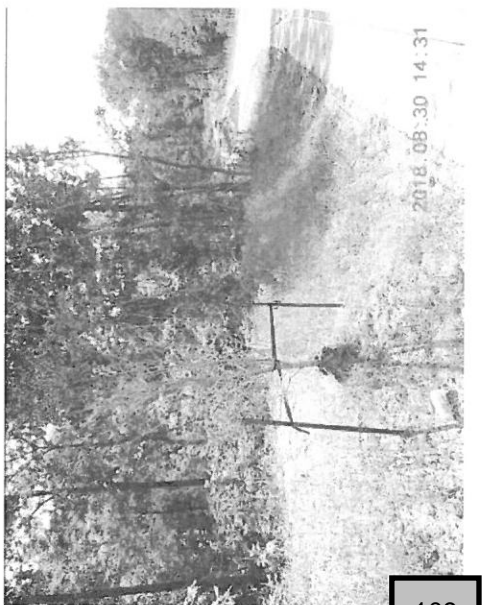
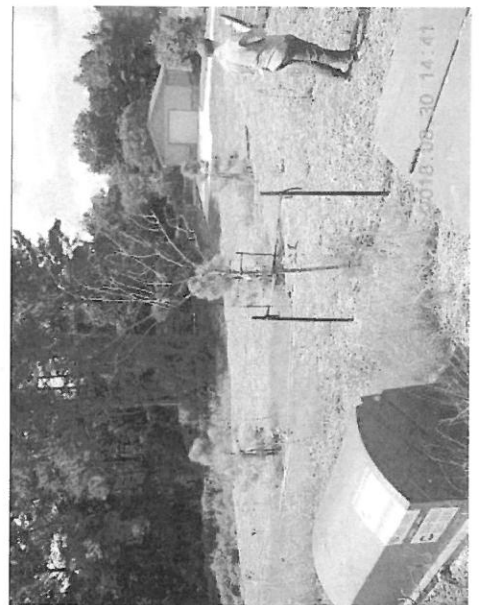
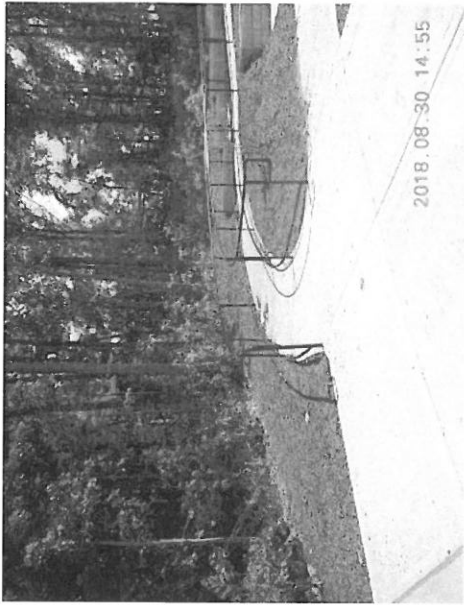


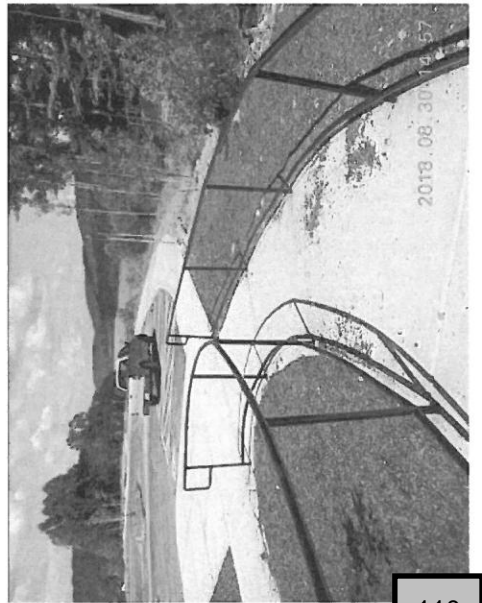
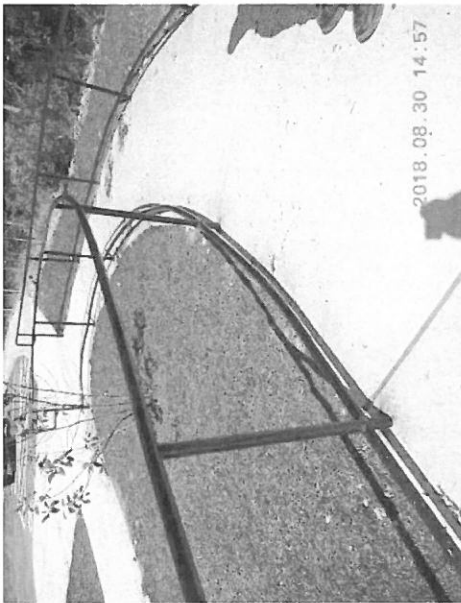
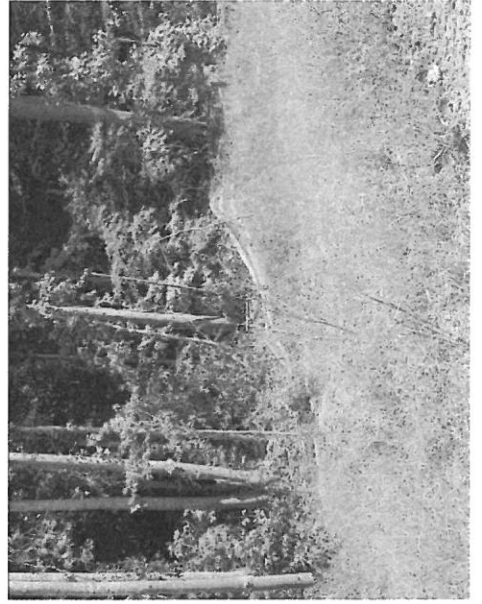
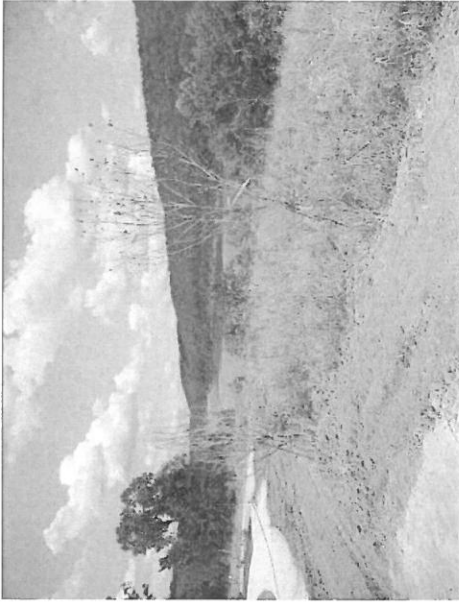


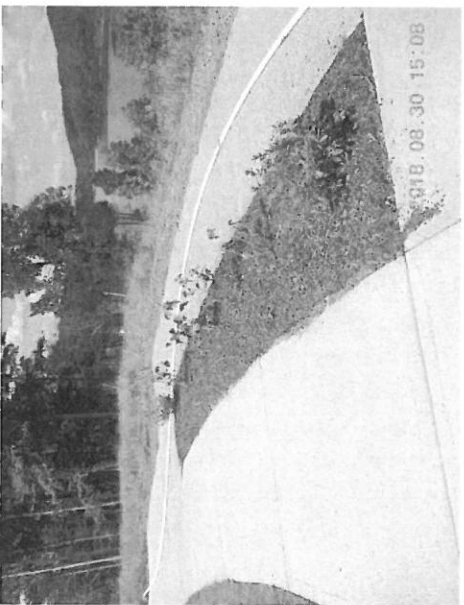
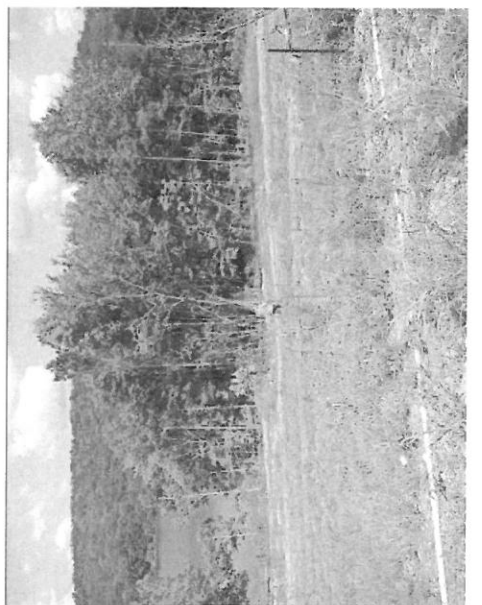
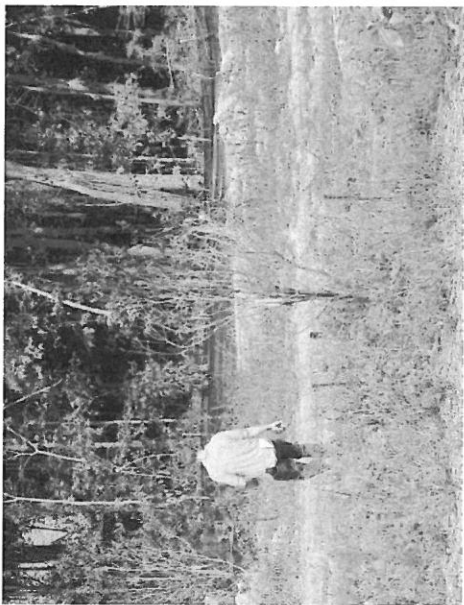
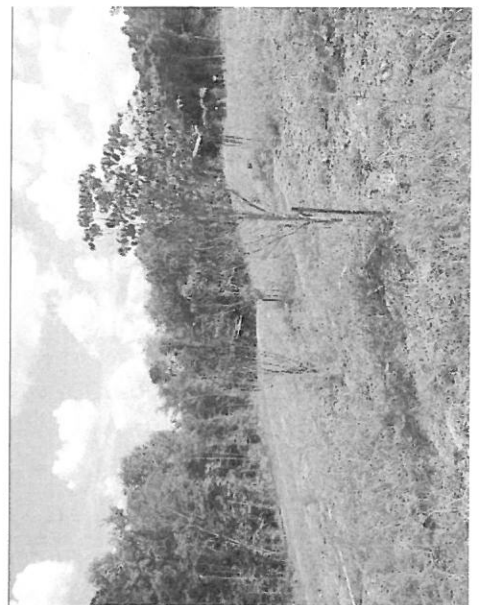




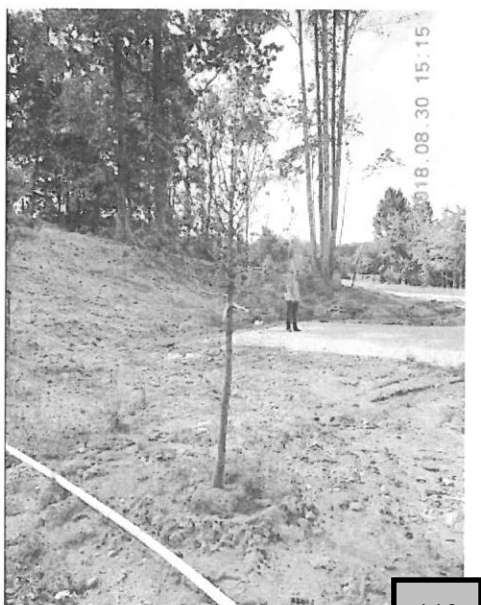
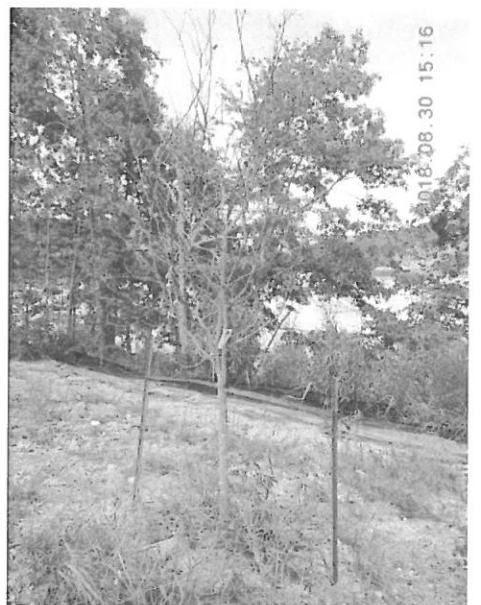
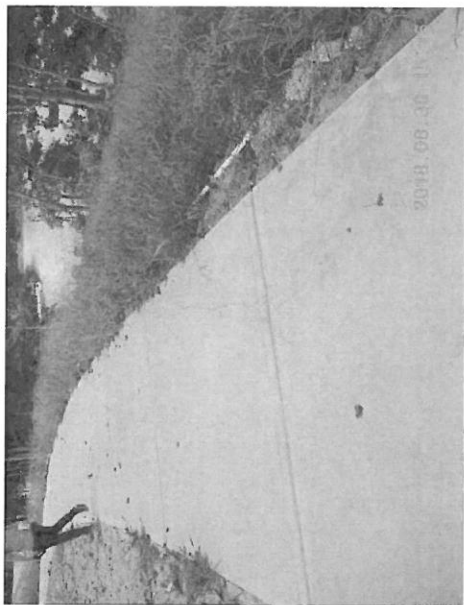
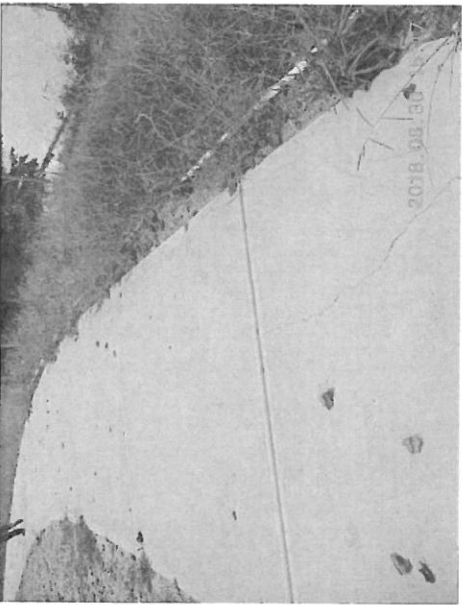
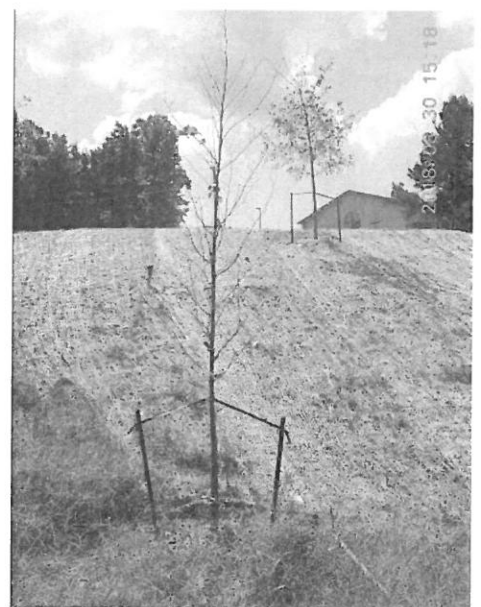
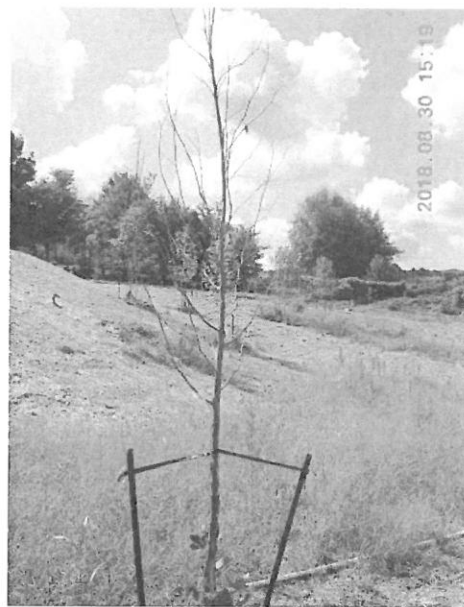


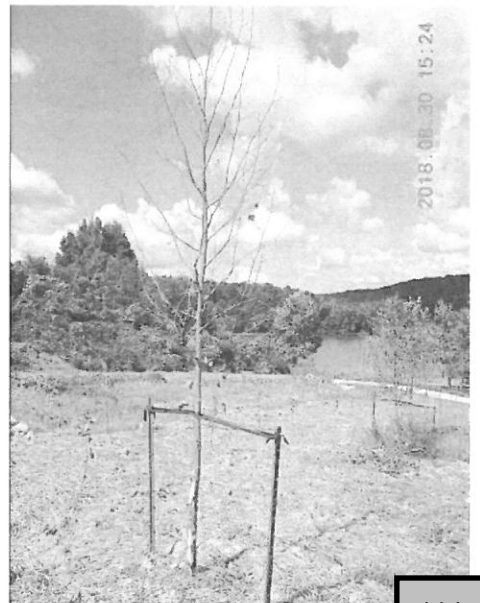


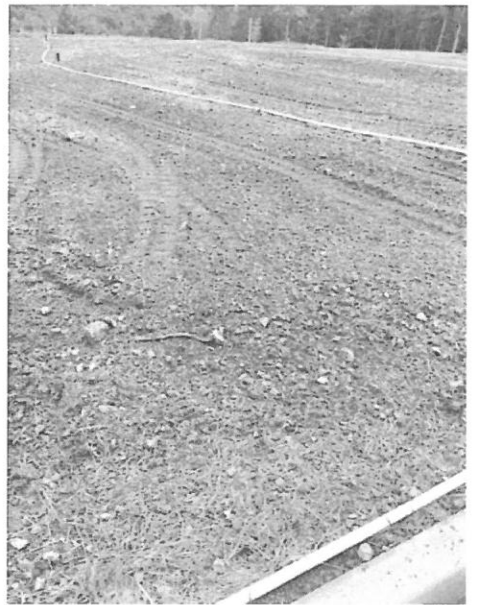


















CHARITABLE DONATION & EVENT PRODUCTION AGREEMENT

This Event Production and Charitable Donation Agreement (this “Agreement”) is made and entered into as of 10/10/18 (the "Effective Date”), by and between **Charity Support Foundation, Inc.** (the “Company”) and, **The City of Dalton** (the “City”) a charitable donation as described herein (the "Contribution"). The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Company shall provide, and the City shall receive the services and contribution.

A. Contract Agreement Deliverables

City Deliverables to Charity Support Foundation:

1. Pay \$18,000.00 For Event Planning Items and Services. ***Due 10/12/18.***
2. Acceptance of this agreement grants permission to Charity Support Foundation to use City's official name to obtain sponsorships, ticket sales and any other event promotions.
3. Provide insurance to cover Haig Mill Park grounds, driveways, entrances, Kayaks, lake area, shore line, docks, electrical supply, walking trails, parking lots, any common area or park facilities.
4. Provide Power for booths and Vendors
5. Flat Bed Truck for “Stage”
6. City to market and promote to assist in obtaining event sponsorships as applicable.

Charity Support Foundation Deliverables to City:

1. Provide Event Planning Services
2. Provide Sponsorship acquisition services.
3. Included in Fee to provide Food Trucks, Inflatables, Midway Games, DJ Entertainment, Raffle Tickets, banners, graphics, and advertising. Vendors will cover their own insurance to cover their specific service. CSF will pay all Vendors for these services.
4. Volunteer coordinating and Staffing for above items.

B. Hold Harmless Provisions:

Company

The Company shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

City

The City shall defend, indemnify and hold the Company, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the sole negligence of the City.

IN WITNESS WHEREOF, the parties have signed and thereby caused this Agreement to be duly executed effective as of the date written above.

COMPANY

By: _____ Name: _____ Title: _____ Date: _____

CITY

By: _____ Name: Dennis Mock _____ Title: _____
Mayor _____ Date: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10-15-18

Agenda Item: 2nd Reading Ordinance 18-12 Zoning Text Amendments

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Ordinance 18-2. Adding definition of Boutique Hotel; updating definition of Urban Dwelling

Ordinance 18-12

To Amend Unified Zoning Ordinance Of Whitfield County, Georgia; To Provide An Effective Date; To Repeal All 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.

The Unified Zoning Ordinance of Whitfield County, Georgia is hereby amended as follows:

1. Add the following definition alphabetically:

***Boutique Hotel.** A small lodging facility with 35 or fewer guest rooms that are rented to occupants on a daily basis for not more than 14 consecutive days. Access to each guest room shall be through an inside lobby that is supervised at all hours.*

2. Delete the definition for Dwelling, Urban in its entirety and in lieu thereof insert the following definition for Dwelling, Urban:

A dwelling unit with the following characteristics:

- (1) *A dwelling unit(s) located within a structure that maintains a commercial storefront;*
- (2) *No more than 90 percent of the gross leasable floor area of the building in which such dwelling unit(s) is located is dedicated to residential purposes;*
- (3) *Each dwelling unit(s) shall have a private entry door which exits to the outside or to a common interior hallway;*
- (4) *Shall have no doorway or window inter-connection between other urban dwellings;*
- (5) *Where applicable, reference is made to Section 54-34 in the City of Dalton Code of Ordinances.*

To preserve the commercial purpose of the building in which the dwelling is located, any residential frontage shall be limited to the width of the exterior doorway providing ingress and egress to the dwelling unit.

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 _____, 2018.

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

ATTEST:

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/15/18

Agenda Item: Ordinance 18-14 Loft/Urban Dwelling

Department: Fire Department

Requested By: Chief Todd Pangle

Reviewed/Approved by City Attorney? Yes

Cost: 0

Funding Source if Not in Budget N/A

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

This is a minor change to the ordinance that will provide for more consistent ability to check and monitor fire prevention measures required in structures downtown containing living spaces. This change will also bring our ordinance more in line with other municipalities in the state without compromising safety.

ORDINANCE 18-14

To Amend Chapter 54 Of The 2001 Revised Code Of The City Of Dalton Captioned “Fire Prevention and Protection” By The Amendment of Article II Captioned “Fire Prevention Code.” By Amending Section 54-34 Captioned “Loft/Urban Dwellings”; 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 authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1.

Amend Article II of Chapter 54 of the 2001 Revised Code of the City of Dalton by amending Section 54-34 captioned “Loft/Urban dwelling” by striking, deleting and repealing subsection 11 in its entirety and substituting in lieu thereof a new subsection 11 which shall read as follows:

(11) The building containing the loft/urban dwelling shall be equipped with smoke and heat-detection devises in the business areas which shall activate local alarm and audio/visual device in corridors of dwelling units.

Section 2.

Amend Article II of Chapter 54 of the 2001 Revised Code of the City of Dalton amending Section 54-34 captioned “Loft/Urban dwelling” by striking, deleting and repealing subsection 12 in its entirety.

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 _____, 2018.

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

ATTEST:

MAYOR

CITY CLERK

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

CITY CLERK
CITY OF DALTON