



**MAYOR AND COUNCIL MEETING  
MONDAY, MARCH 20, 2017  
6:00 P.M.  
DALTON CITY HALL**

**A G E N D A**

**WORK SESSION - 5:15 P.M. - 3<sup>RD</sup> FLOOR CONFERENCE ROOM**

1. Review of Agenda
2. Update on Burr Park - David Aft, Community Foundation of NWGA

**REGULAR MEETING - 6:00 P.M. - COUNCIL CHAMBER**

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session and Regular Meeting of March 6, 2017
6. New Business:
  - A. Renewal of EMCOR HVAC Agreement for 100 S. Hamilton Street.
  - B. Georgia Department of Transportation Contract for Airport Crack Seal and Marking Project AP017-9031-36(313) at Dalton Municipal Airport.
  - C. Construction Contract with Axtell's, Inc., for Runway and Taxiway Crack Seal and Markings at Dalton Municipal Airport.
  - D. City of Dalton Parks and Recreation Beverage Agreement with Pepsi Beverages Co.
  - E. Approval of Bid with B&J Reed Construction for Construction of Lakeshore Park and Threadmill Lake Improvements.
  - F. 1000 Words Downtown Dalton Artwork Approval - Deanna Mathis
  - G. Ordinance - First Reading:  
Ordinance 17-03  
To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of Memorial Drive; To Vacate And Abandon The Public Interest In And To The Said Section Of Memorial Drive For Purposes Of Public Street And Transportation; To Declare The Closing Of Such Section Of Memorial Drive For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton In Said Street Section To Hamilton Medical Center, Inc. Except For Utility And Emergency Easements; To Establish An Effective Date; And For Other Purposes.
7. Supplemental Business
8. Executive Session - Real Estate/Potential Litigation
9. Adjournment

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
WORK SESSION  
MARCH 6, 2017

The Mayor and Council held a Work Session this evening at 5:30 p.m. in the 3rd Floor Conference Room. Present were Mayor Dennis Mock, Aldermen Tyree Goodlett, Denise Wood, Tate O'Gwin and Gary Crews, City Attorney James Bisson, and several department heads.

Mayor Dennis Mock reviewed each of the items on agenda for the meeting.

CITY HALL USAGE BY THIRD PARTIES POLICY

The Mayor and Council reviewed the City Hall usage policy by third parties. The policy outlines the terms by which a third party may use the facility. After discussion, the Mayor and Council decided to exempt the election polling place from the policy.

FY-2017 BUDGET AMENDMENT

The Mayor and Council discussed budget amendment #1. After further discussion, FD= Draft Pit \$83,055 was removed from the amendment for further information.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:54 p.m.

\_\_\_\_\_  
Bernadette Chattam  
City Clerk

\_\_\_\_\_  
Dennis Mock, Mayor

Recorded

Approved: \_\_\_\_\_

Posted: \_\_\_\_\_

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
MARCH 6, 2017

The meeting of the Mayor and Council was held this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tate O’Gwin, Tyree Goodlett, Gary Crews and City Attorney James Bisson.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Alderman Wood, second Alderman O’Gwin, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council were presented written copies of the Work Session and Regular Meeting of February 20, 2017 and Special Called Executive Session of March 2, 2017. On the motion of Alderman Wood, second Alderman O’Gwin, the minutes were approved as written and adopted.

PROCLAMATION

"National Social Work Month" - March 2017

The Mayor and Council proclaimed March 2017 as "National Social Work Month" in the City of Dalton and called upon citizens to join with the Dalton State College Social Work Club in celebration and support of the Social Work profession.

PRESENTATION - TREE CANOPY STUDY BY DALTON HIGH SCHOOL STUDENTS

Gretchen Musser, City Arborist

Gretchen Musser presented a PowerPoint presentation to the Mayor and Council regarding a Tree Canopy Study that was conducted in the City of Dalton. Musser described, that a tree canopy study measures the percentage of tree canopy coverage over a particular area. The presentation included the reasons for conducting the study, measuring of the canopy, the process by which to conduct a study, and the results. The presentation also included Recommendations for the City to consider. A copy of the presentation is a part of these minutes.

PUBLIC SAFETY COMMISSION RECOMMENDATIONS

(4) Alcohol Beverage Applications

The Mayor and Council reviewed the following Alcohol Beverage Applications:

Business Owner: El Sotano, LLC  
d/b/a: La Doña Night Club (Previously; Bar Las Delicias)  
Applicant: Mirtha Carranza  
Business Address: 700 Redwine St (Previously; 511 E. Morris St)  
Type: Pouring Beer  
Disposition: Address Change

Business Owner: Outback Steakhouse of Florida, LLC  
d/b/a: Outback Steakhouse #1128  
Applicant: Outback Steakhouse of Florida, LLC  
Business Address: 955 Market St  
Type: Pouring Beer, Wine, Liquor  
Disposition: Designated Agent Change

Business Owner: American Huts Inc.  
d/b/a: Pizza Hut #012589  
Applicant: American Huts Inc.  
Business Address: 1505 W. Walnut Ave  
Type: Pouring Beer  
Disposition: Renewal & Designated Agent Change

Business Owner: Cherokee Brewing Compnay, LLC  
d/b/a: Cherokee Brewing & Pizza Company  
Applicant: Cherokee Brewing Compnay, LLC  
Business Address: 207 W. Cuyler St  
Type: Brew Pub  
Disposition: License Addition

On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council accepted the recommendation and approved the applications. The vote was unanimous in favor.

FIRE LANE DESIGNATION - 1515 W. WALNUT AVE.

The Mayor and Council reviewed the Fire Lane Designation for Dalton Walnut Holdings, LLC., located at 1515 W. Walnut Avenue, Dalton, Georgia for Fire Department Access. On the motion Alderman Wood, second Alderman Crews. The Fire Lane designation was approved. The vote was unanimous in favor.

DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATION

The Mayor and Council reviewed the Dalton-Whitfield Planning Commission Recommendation Request of Jon Whitehead to rezone 4 tracts of land along S. Thornton Ave. from Low Density Single Family residential (R-2) to Limited Commercial (C-1A). On the motion of Alderman O’Gwin, second Alderman Wood, the Mayor and Council accepted the Planning Commission’s recommendation to decline the rezoning request. The vote was unanimous in favor

BWSC HAIG MILL LAKE DEVELOPMENT CHANGE PROPOSAL

On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the American Consulting Professionals, LLC Agreement for Task 3 construction engineering and inspection services for the Lakeshore Park Improvement Project. The vote was unanimous in favor.

AMERICAN CONSULTING PROFESSIONALS, LLC. AGREEMENT

On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the American Consulting Professionals, LLC Agreement for Task 3 construction engineering and inspection services for the Lakeshore Park Improvement Project. The vote was unanimous in favor.

AGREEMENT WITH DBT TRANSPORTATION SERVICES

The Mayor and Council reviewed the Agreement with DBT Transportation Services for Aviation Support and Maintenance Services of AWOS at Dalton Municipal Airport. On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the agreement. The vote was unanimous in favor.

CITY HALL USAGE BY THIRD PARTIES POLICY

The Mayor and Council reviewed the City Hall usage policy by third parties. The policy outlines the terms by which a third party may use the facility. On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council approved the policy with an addition to exempt the election polling place from the restrictions. The vote was unanimous in favor.

RESOLUTION 17-04

The Mayor and Council reviewed Resolution 17-04 Authorizing the Sale of the Dalton Depot by Sealed Bid. On the motion of Alderman O'Gwin, second Alderman Goodlett, the Resolution was adopted. The vote was unanimous in favor.

FY-2017 BUDGET AMENDMENT #1

The Mayor and Council reviewed the following FY-2017 Budget Amendment #1:

**Budget Amendment #1**

**CAPITAL ACQUISITION FUND**

- (1) Carryover from 2016 capital acquisition budget:
  - FD= Spillman Refund for software interface \$34,690
  - RD= Concrete Areas at Ron Nix Soccer Complex \$14,000
- (2) PW = Mobile Concrete Truck
  - IT = Cloud backup solution and CISCO UCS Smart C220 Server
  - RD= Score boards @ HP, breeze way and resurface gym floors @ Gaston
- (3) Additional funds required to complete projects financed by 2007 T-SPLOST

On the motion of Alderman Crews, second Alderman Wood, the FY-2017 Budget Amendment #1 was approved with the exception of FD= Draft Pit \$83,055 which was removed from the amendment for further information. The vote was unanimous in favor.

Mayor and Council  
Minutes  
Page 4  
March 6, 2017

APPOINTMENT LIST

On the motion of Alderman Crews, second Alderman Wood, the Mayor and Council approved the following appointments:

Development Authority

Edwards, Larry re-appointment (6) year term to expire 02-01-2023

Buchanan, Bob re-appointment (6) year term to expire 02-01-2023

Historic Preservation Commission

Fincher, Reed new appointment (3) year term to expire 02-01-2023

The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:53 p.m.

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Bernadette Chattam  
City Clerk

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Dennis Mock, Mayor

Recorded

Approved: \_\_\_\_\_

Posted: \_\_\_\_\_



EMCOR Services Aircond  
400 Lake Ridge Drive  
Smyrna, GA 30082  
T: 770.444.3355

March 13, 2017

City Of Dalton  
Attn: Kimberley Witherow

Re: Contract Renewal with Increase  
100 S. Hamilton St. - Old Post Office

Dear Ms. Witherow

Some of the real advantages in having EMCOR Services Aircond maintain your HVAC equipment is fewer breakdowns, better response time when you do have a problem, increased comfort and/or production, longer equipment life and increased operating efficiency.

EMCOR Services Aircond, like most companies, continually strives to keep our own operating costs in line. Normal inflationary increases in labor and materials forces us to periodically evaluate our ability to continue to provide our customers with the quality service they expect and deserve.

Given current economic conditions, we will need to apply a small Cost of Living increase in order to continue to provide you with the top service you deserve. The adjusted service agreement price will change from \$3,600.00 to \$3780.00 per year effective May 1, 2017. We would like to thank you for your business and continued partnership with EMCOR Services Aircond. Please acknowledge your acceptance below and return to me at your earliest convenience. Let me know if there is anything else I can do for you.

Sincerely,

*Chip Ramsey*

Chip Ramsey

Industrial Boiler Specialist & Water  
Treatment

EMCOR Services Aircond

Cell: 678-373-8087

cramsey@aircond.com

By: \_\_\_\_\_  
Name/Title: Dennis Mock, Mayor  
Date: 3-20-17

CONTRACT FOR CONSTRUCTION OF AIRPORT  
AIRPORT PROJECT NO. AP017-9031-36(313)  
PID - T006282

WHITFIELD

**\*\*LIMITED PARTICIPATION\*\***

STATE OF GEORGIA

**\*\* DO NOT UNSTAPLE THIS BOOKLET...  
ENTER ALL REQUIRED INFORMATION  
EITHER BY HAND OR STAMP.**

FULTON COUNTY

THIS AGREEMENT made and entered into on \_\_\_\_\_, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and the CITY OF DALTON (hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

AIRFIELD CRACK SEAL AND REMARKING AT THE DALTON MUNICIPAL AIRPORT IN DALTON, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T006282/AP017-9031-36(313) WHITFIELD, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated July 21, 2014.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Agreement as fully and to be same effect as if the same had been set forth at length in the body of this Agreement.

(2) At the time of execution of this Agreement, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is ONE HUNDRED THIRTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-NINE and 00/100 Dollars (\$138,589.00) The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of FOUR THOUSAND NINE HUNDRED TWENTY-SIX and 00/100 Dollars (\$4,926.00) and federal funds in the amount of ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-NINE and 00/100 Dollars (\$124,729.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is ONE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED FIFTY-FIVE and 00/100 Dollars (\$129,655.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its pro rata share of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of EIGHT THOUSAND NINE HUNDRED THIRTY-FOUR and 00/100 Dollars (\$8,934.00).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, 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.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this project shall be in accordance and compliance with the 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated July 21, 2014, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until MARCH 31, 2019 whichever comes first.

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that the CITY OF DALTON is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be use on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

(15) Pursuant to O.C.G.A. Sec. 50-5-59, 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.

(16) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Agreement as if fully set out herein.

(17) 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. 13153, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the CITY OF DALTON, who has been duly authorized by the CITY OF DALTON, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

Executed on behalf of

CITY OF DALTON

\_\_\_\_\_  
Commissioner (SEAL)

DATE: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRINTED NAME

ATTEST: \_\_\_\_\_  
Treasurer

This contract approved by

CITY OF DALTON

at a meeting held at:

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Clerk (SEAL)

\_\_\_\_\_  
Federal ID/IRS #

**DALTON MUNICIPAL AIRPORT**  
Dalton, GA

**SUMMARY OF CONSTRUCTION ITEMS**

**EXHIBIT A**

GDOT Project Number: AP017-9031-36(313) Whitfield  
PID: T008282

**Airfield Crack Seal and Remarking**

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
<b>Part I Federal Project - FY13A</b>										
1	AC 5100-38D	Reimbursement for AP015-9024-34 - Obstruction Analysis	LS	1	\$7,010.00	\$7,010.00	\$6,309.00	90%	\$0.00	0%
2	AC 5100-38D	Reimbursement for AP015-9024-35 - Survey	LS	1	\$4,642.00	\$4,642.00	\$4,177.80	90%	\$0.00	0%
<b>Airfield Crack Seal and Remarking Plans</b>										
3	AC 5100-38D	Project Formulation	EA	6074	\$1.00	\$6,074.00	\$5,466.00	90%	\$0.00	0%
4	AC 5100-38D	Construction Plans	EA	15258	\$1.00	\$15,258.00	\$13,732.20	90%	\$0.00	0%
5	AC 5100-38D	Contract Documents	EA	3479	\$1.00	\$3,479.00	\$3,131.30	90%	\$0.00	0%
6	AC 5100-38D	Coordination, Review, Comments	EA	3610	\$1.00	\$3,610.00	\$3,249.30	90%	\$0.00	0%
<b>Total Part I FY13A</b>							<b>\$40,073.00</b>			
<b>Airfield Crack Seal and Remarking</b>										
<b>Part II Federal Project - FY15A</b>										
7	M-100-3.1	Mobilization	EA	1500	\$1.00	\$1,500.00	\$1,350.00	90%	\$75.00	5%
8a	P-101-5.2	Joint and Crack Repair	LF	66895.4694	\$0.49	\$32,827.78	\$29,545.00	90%	\$1,641.39	5%
<b>Total Part II FY15A</b>							<b>\$34,327.78</b>			
<b>Part III Federal Project - FY16A</b>										
8b	P-101-5.2	Joint and Crack Repair	LF	17004.5306	\$0.49	\$8,332.22	\$7,499.00	90%	\$416.61	5%
9	P-620-5.1	Permanent Pavement Marking, Reflective White, (Type I Beads)	SF	78000	\$0.29	\$22,620.00	\$20,358.00	90%	\$1,131.00	5%
10	P-620-5.2	Permanent Pavement Marking, Reflective Yellow, (Type I Beads)	SF	6700	\$0.29	\$1,943.00	\$1,748.70	90%	\$97.15	5%
11	P-620-5.3	Permanent Pavement Marking, Reflective Yellow, (Type III Beads)	SF	1000	\$0.53	\$530.00	\$477.00	90%	\$26.50	5%
12	P-620-5.4	Permanent Pavement Marking, Non-reflective Black	SF	16000	\$0.20	\$3,200.00	\$2,880.00	90%	\$160.00	5%
13	P-620-5.5	Existing Marking Removal	SF	7700	\$0.25	\$1,925.00	\$1,732.50	90%	\$96.25	5%
14	AC 5100-38D	Record Drawings	EA	1244	\$1.00	\$1,244.00	\$1,119.60	90%	\$62.20	5%
15	AC 5100-38D	Bid Phase Services	EA	6077	\$1.00	\$6,077.00	\$5,469.30	90%	\$303.85	5%
16	AC 5100-38D	Construction Administration	EA	13441	\$1.00	\$13,441.00	\$12,096.90	90%	\$672.05	5%
17	AC 5100-38D	Construction Inspection	EA	4876	\$1.00	\$4,876.00	\$4,388.00	90%	\$244.00	5%
<b>Total Part III FY16A</b>							<b>\$84,108.22</b>			
<b>TOTAL PROJECT COST</b>							<b>\$138,589.00</b>			

FAA Federal Grant #	Federal Award Date	FAIR #	Amount	Fund Source
3-13-586P-012-2013	8/7/2013	Same as FAA Grant #	\$36,065.00	FY13A
3-13-586P-016-2015	5/7/2015	Same as FAA Grant #	\$30,895.00	FY15A
3-13-586P-018-2016	8/16/2016	Same as FAA Grant #	\$57,769.00	FY16A
FY17 State			\$4,926.00	FY17 State
			\$129,655.00	01171

Total Maximum Obligation of Federal and State Fund this Contract:

## EXHIBIT B

### CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and 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 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

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	City of Dalton
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T006282/AP017-9031-36(313)-Airfield Crack Seal and Remarking

**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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
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**

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Department of Transportation  
State of Georgia

March 9, 2017

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T006282/AP017-9031-36(313) WHITFIELD  
AIRFIELD CRACK SEAL AND REMARKING AT THE DALTON MUNICIPAL AIRPORT IN DALTON, GA

---

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

Date: July 1, 2015  
Date: May 29, 2001

*First Use Date 2001 Specifications: November 1, 2002*

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 108—Prosecution and Progress**

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*Retain Subsection 108.03 except as modified below:*

**For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.**

Date: July 1, 2015  
Date: July 3, 2001  
First Use Date 2001 Specifications: November 1, 2002

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 109—Measurement & Payment**

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**Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:**

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.**



March 16, 2017  
File 35183-08

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

RE: GDOT PROJECT NO. AP0-01-XXXX-36 (313) WHITFIELD COUNTY  
IMPROVEMENTS TO DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA

Dear Mayor Mock:

Enclosed are five (5) copies of the Contract Document. Please complete as outlined below and return all five copies to our office for further processing:

1. Agreement – Execute Page A-5 (DO NOT DATE)
2. Acknowledgement of Owner and Acknowledgement of Clerk – Execute Page A-6 (DO NOT DATE)
3. Certificate of Owner's Attorney, Page CA-1- Please have your Attorney Complete (DO NOT DATE)

If you have any comments or questions, please feel free to contact me at (256) 203-8951.

Sincerely,

A handwritten signature in blue ink that reads "Garrett Younanian".

Garrett Younanian, PE  
Civil Engineer

Enclosures

**AGREEMENT**

**For the Construction of  
 RUNWAY AND TAXIWAY CRACK SEAL AND MARKINGS  
 DALTON, GEORGIA  
 GDOT PROJ. NO. AP0-17-XXXX-36(313) WHITFIELD COUNTY**

THIS AGREEMENT, made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF DALTON, situated in the State of Georgia, hereinafter called the "OWNER" and a Corporation (corporation), (partnership), (individual) doing business as Axtell's, Inc. with principal office at 1586 Heart Lake Rd. Jersey, PA 18433 hereinafter called the "CONTRACTOR".

WITNESSETH, that OWNER and CONTRACTOR for and in consideration of the mutual covenants hereinafter set forth, agree as follows:

**1. WORK**

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1.1.1 The furnishing of all necessary materials, labor, superintendence, tools and appliances for the construction, testing and placing in operation:

Base Bid: RUNWAY AND TAXIWAY CRACK SEAL AND MARKINGS,

**2. ENGINEER**

2.1 BARGE, WAGGONER, SUMNER AND CANNON, INC., hereinafter called the ENGINEER, will assume duties and responsibilities and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**3. CONTRACT TIME AND LIQUIDATED DAMAGES****3.1 Contract Time**

3.1.1 The rehabilitation and construction work designated in the Project Drawings shall be completed and ready for acceptance in accordance with Section 80 of the General Provisions within 14 calendar days after the date when contract time commences to run.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Project Work are not Completed within the time specified in Paragraph 3.1.1 above, plus any extensions thereof allowed in accordance with Section 80 of the General provisions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Base Bid Work and Project Work are not Complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred (\$500.00) for each calendar day that expires after the time specified in Paragraph 3.1 for Completion, until the Project Work or any designated portion thereof is complete.
- 3.3 CONTRACTOR understands and hereby expressly agrees that in addition to liquidated damages specified in paragraph 3.2 above, the CONTRACTOR will pay to the OWNER the costs to OWNER for any inspector or inspectors necessarily employed by OWNER on the WORK and any sums paid by the OWNER to the ENGINEER for any observation of construction and project representative services performed by the ENGINEER for the number of days in excess of the number of days allowed for Completion of the Work, and for overtime work.
- 3.4 Subject to the applicable provisions of law, this Agreement shall be in full force and effect as a contract, from and after the date on which a fully executed and approved counterpart hereof is delivered to the CONTRACTOR and shall remain and continue in full force and effect until after the expiration of the guarantee period and the CONTRACTOR and his Sureties are finally released by the OWNER.

#### 4. CONTRACT PRICE

- 4.1 OWNER is to pay and the CONTRACTOR is to receive the Prices Bid in the BID herein contained or hereto annexed, as full compensation for furnishing all materials and labor in building, constructing and testing, and in all respects completing the herein described Work and appurtenances in the manner and under the conditions herein specified, and for fully complying with the terms and conditions of this Contract.

#### 5. PAYMENT PROCEDURES

- 5.1 Applications: CONTRACTOR shall submit Applications for Payment in accordance with Section 90 of the General provisions. Applications for Payment will be processed by ENGINEER as provided in the General provisions.
- 5.1.1 No Application shall be submitted and no payment will be made when the amount due the CONTRACTOR since the last Application for Payment is less than \$500.00. CONTRACTOR shall withhold his application until the next date set for filing of application that the amount due equals or exceeds \$500.00.
- 5.1.2 CONTRACTOR shall submit Applications for Payment for ENGINEER's review no later than the 30th of the month.
- 5.2 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of the CONTRACTOR's Application for Payments as recommended by ENGINEER after OWNER receives the federal share of the Application for Payment currently being processed from the Federal Aviation Administration: this will generally be 30 days after the Application for Payment has been approved by OWNER.
- 5.2.1 Payments will be in an amount equal to: 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered, suitably stored, and OWNER's title established, less in each case the aggregate of payments previously made.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance Section 90, Subsection 90-09 of the General Provisions, OWNER will pay the remainder of the Contract Price

due the CONTRACTOR as recommended by ENGINEER, less any amounts payable by the CONTRACTOR to OWNER pursuant to paragraphs 3.2 and 3.3 of this agreement.

#### 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has examined the site and locality and has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the General Provisions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### 7. CONTRACT DOCUMENTS

The Contract Documents, prepared by Barge, Waggoner, Sumner and Cannon, Inc., which comprise the entire agreement between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement (pages A1 to A7, inclusive).
- 7.2 Performance and Payment Bonds (pages PB-1 to PB-9, inclusive).
- 7.3 Certificate of OWNER's Attorney (page CA-1).
- 7.4 General Provisions (Section 10 through 110, inclusive) and the Special Provisions.
- 7.5 Specifications as listed in the Table of Contents of the Project Manual.
- 7.6 Drawings, with each sheet bearing the following general title:

DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA  
GDOT PROJ. NO. AP0-17-XXXX-36(313) WHITFIELD COUNTY

7.7 Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).

7.8 CONTRACTOR's BID.

**7.9 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD.**

**7.10 Any modification, including Change Orders and/or Supplemental Agreements, duly delivered after execution of Agreement.**

**7.11 Certificates of Insurance.** There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed in accordance with the methods and procedures of the General Provisions.

**8. MISCELLANEOUS**

**8.1 Terms used in this Agreement which are defined in Section 10 of the General Provisions of the Construction Contract shall have the meanings indicated in the General Provisions.**

**8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.**

**8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.**

**8.4 The OWNER shall not be liable to the CONTRACTOR for any neglect, default, delay or interference of any other Contractor, nor shall any such neglect, default, delay, or interference of any other contract, or alteration which may be required in said Work, release the CONTRACTOR from the obligation to finish the said Work within the time aforesaid or from the damage to be paid in default thereof.**

**8.5 The words "Contract" and "Agreement" as used in the Contract Documents for this Project shall be considered as identically defined and shall have the same intent and meaning.**

**BUY AMERICAN - STEEL AND MANUFACTURED  
PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1981)**

**(a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.**

**(b) The following terms apply to this clause:**

**1. Steel and manufactured products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

**2. Components.** As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

**3. Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in 6 counterparts, each of which shall be deemed an original on the day and year first above written.

OWNER

CITY OF DALTON

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Please Type or Print)

Title \_\_\_\_\_

ATTEST: (SEAL)

\_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Please Type or Print)

Title \_\_\_\_\_

AXTELL'S, INC.

By Teri L. Butts  
(Signature)

Name Teri L. Butts  
(Please Type or Print)

Title President

1586 Heart Lake Rd.  
(Address)

Jermyn, PA 18433

ATTEST: (SEAL)

Peter Mills Jr.  
(Signature)

Name Peter Mills Jr.  
(Please Type or Print)

Title Director of Business Development

NOTE: Secretary of the OWNER should attest. If OWNER is a public body, attach resolution of other document authorizing execution of Agreement. If CONTRACTOR is a corporation, Secretary should attest. If CONTRACTOR is a partnership, all partners shall sign.

(ACKNOWLEDGMENT OF OWNER)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that by virtue of the authority conferred on him by law he subscribed his name to the foregoing instrument and that he executed the same for the purpose therein mentioned.

(SEAL)

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_.

(ACKNOWLEDGMENT OF CLERK)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that he knows the seal of said \_\_\_\_\_; that he is the official custodian of such seal; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

(SEAL)

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_.

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF PA }  
COUNTY OF Lackawanna } SS.

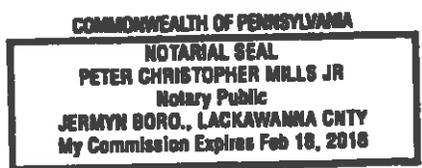
On this 9 day of March, 2016, before me personally came and appeared Teri L. Butts to me known, who, being by me duly sworn, did depose and say that he resides at 24 Ball Rd. Scott Twp, PA 18447; that he is the President of Axtell's, Inc.

\_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

*Peter C. Mills Jr.*  
(Notary Public)

My Commission Expires: Feb 18, 2018, 2018.



Bond # BG-300274

35183-08 12/16

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Axtell's Inc. (Name of Contractor)  
1586 Heart Lake Road, Jermyrn PA 18433 (Address of Contractor)

a Corporation, hereinafter called Principal,  
and (Corporation, Partnership or Individual)

Boston Indemnity Company, Inc. (Name of Surety)  
4 High Street, Suite 206, North Andover MA 01845 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City Of Dalton (Name of Owner)  
300 West Waugh Street, Dalton, Georgia 30720 (Address of Owner)

hereinafter called OWNER, in the penal sum of Seventy-Two Thousand Eight Hundred  
Seventy-Eight and 00/100 Dollars, (\$ 72,878.00 )  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the above named Principal entered into a certain contract with the said OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part of this BOND the same as if fully set forth herein for the construction of:

Project APO-17-XXXX-36(313) Whitfield County  
Dalton Municipal Airport - Dalton GA  
Runway and Taxiway Crack Seal and markings Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 6 counterparts, each of which shall be deemed an original, this 15th day of March 2016.

Axtell's Inc.  
(Name of Principal)

BY Teri L. Butts  
(Signature)

Teri L Butts  
(Type or Print Name)

President / Owner  
(Title)

1586 Heart Lake Rd.  
(Address)

Jermyn, PA 18433

(SEAL)

ATTEST:

[Signature]  
(Signature of Principal Secretary)

[Signature]  
(Signature of Witness as to Principal)

Jason Corby  
(Type or Print Name of Witness)

1586 Heart Lake Rd.  
(Address of Witness)

Jermyn, PA 18433

Boston Indemnity Company, Inc.  
(Name of Surety)

BY [Signature]  
(Attorney-in-Fact)

Kenneth C. Turner  
(Type or Print Name)

701 Rt 73 S, Suite C-2  
(Address)

West Berlin, NJ 08091

(SEAL)

ATTEST:

[Signature]  
(Surety Secretary)

[Signature]  
(Witness as to Surety)

Janet Gross  
(Type or Print Name of Witness)

701 Route 73 S, Suite C-2  
(Address)

West Berlin, NJ 08091

1. Date of BOND must be same date as Contract. If CONTRACTOR is Partnership, all partners should execute Bond.
2. Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
3. Authorization of the Surety Agent to execute the BOND and financial statement shall be attached to each copy of the Surety Bond. Bond must be signed or countersigned by Surety's proper Georgia resident agent. Date of Power-of-Attorney shall be same date as BOND.

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF PA }  
COUNTY OF Lackawanna } SS.

On this 9 day of March, 2018, before me personally came and appeared Ter. L Butts to me known, who, being by me duly sworn, did depose and say that he resides at 24 Ball Rd. Scott Twp, PA; that he is the President of Axtell's, Inc.

\_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that is was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

*Peter C Mills Jr*  
(Notary Public)

My Commission Expires: Feb 18, 2018

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
PETER CHRISTOPHER MILLS JR  
Notary Public  
JERMYN BORO., LACKAWANNA CNTY  
My Commission Expires Feb 18, 2018

(ACKNOWLEDGMENT BY SURETY COMPANY)

STATE OF New Jersey }  
COUNTY OF Atlantic } SS.

On this 15th day of March, 2016, before me personally came Kenneth C. Turner  
\_\_\_\_\_ to me personally known as Attorney-In-Fact of the corporation described in  
and which executed the within instrument, who being by me duly sworn, did depose and say that he  
resides at Enola, PA \_\_\_\_\_, that he is the \_\_\_\_\_  
Attorney-In-Fact of the said corporation; that he knows the seal of said corporation; that  
the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board  
of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

Tracy A. McCurry  
(Notary Public)

My Commission Expires: July 2, 2021.

**Tracy A. McCurry**  
**Notary Public of New Jersey**  
**My Commission Expires**  
**July 2, 2021**

Bond # BG-300274

35183-08 12/16

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

Axtell's Inc

(Name of Contractor)

1586 Heart Lake Road, Jermyan, PA 17433

(Address of Contractor)

a Corporation

and

hereinafter called Principal,

(Corporation, Partnership or Individual)

Boston Indemnity Company, Inc.

(Name of Surety)

4 High Street, Suite 200, North Andover, MA 01845

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City Of Dalton

(Name of Owner)

300 West Waugh Street, Dalton, Georgia 30720

(Address of Owner)

hereinafter called OWNER, in the penal sum of Seventy-Two Thousand Eight Hundred  
Seventy-Eight and 00/100  
Dollars, (\$ 72,878.00) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the above named Principal entered into a certain contract with the said OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

Project APO-17-XXXX-36(313) Whitfield County  
Dalton Municipal Airport - Dalton, GA  
Runway and Taxiway Crack Seal and Markings Project

NOW THEREFORE, if the said Principal and all subcontractors to whom any portion of the Work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment for all said labor performed, services rendered, and materials or machinery furnished in the prosecution of the Work provided for in said Contract, or in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this BOND is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services, or furnished materials or machinery as aforesaid shall have a direct right of action against the Surety and Principal on this BOND, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract in more than one State, then in any such State). Insofar as permitted by the laws of such State, such right of action shall be asserted in proceedings instituted in the name of the OWNER to the use and benefit of the person instituting such action and all other persons having claims hereunder and any other person having a claim hereunder shall have the right to be made a party to such proceedings (but not later than one year after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgement rendered thereon.

(b) The Surety shall not be liable hereunder for any damages or compensation recoverable under any Workman's Compensation or Employer's Liability Statute.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this BOND or be subject to any suit, action, or proceedings thereon that is instituted later than one year after the complete performance of said Contract and final settlement thereof.

(d) As used herein: The term "person" refers to any person, firm, or corporation who has furnished materials or machinery to be used on or incorporated in the Work or the prosecution thereof provided for said Contract or in any amendment or extension of or addition to said Contract and/or to any person engaged in the prosecution of the Work provided for in said Contract or in any agent, servant, or employee of the Principal or of any subcontractor and also anyone so engaged who performs the work of a laborer or mechanic regardless of any contractual relationship between the Principal or any subcontractor or any assignee of said Principal or of said subcontractor and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the Work.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in 6 counterparts, each one of which shall be deemed an original, this 15th day of March, 2016.

ATTEST:

[Signature]  
(Principal Secretary)

Axtell's, Inc.  
(Principal)

BY [Signature]

(SEAL)

[Signature]  
(Witness as to Principal)

1586 Heart Lake Rd.  
(Address)

Jermyn, PA 18433

1586 Heart Lake Rd.  
(Address)

Jermyn, PA 18433

ATTEST:

[Signature]  
(Surety Secretary)

Tracy A. McCurry  
(SEAL)

[Signature]  
(Witness as to Surety)

701 R+73 S, Suite C-2  
(Address)

West Berlin, NJ 08091

Boston Indemnity Company, Inc.  
(Surety)

BY [Signature]

Kenneth C. Turner (Attorney-in-Fact)

701 R+73 S, Suite C-2  
(Address)

West Berlin, NJ 08091

1. Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
2. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
3. Authorization of the Surety Agent to execute the BOND and financial statement shall be attached to each copy of the Surety Bond. Bond must be signed or countersigned by Surety's proper Georgia resident agent. Date of Power-of-Attorney shall be same date as BOND.

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF PA  
COUNTY OF Lackawanna } SS.

On this 9 day of March, 2018, before me personally came and appeared TER. L. BUTTS to me known, who, being by me duly sworn, did depose and say that he resides at 24 Ball Rd. Scott Twp, PA; that he is the President of Axtell's, Inc the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

*[Handwritten Signature]*  
(Notary Public)

My Commission Expires: Feb 18, 2018.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
PETER CHRISTOPHER MILLS JR  
Notary Public  
JERMYN BORO., LACKAWANNA CNTY  
My Commission Expires Feb 18, 2018

(ACKNOWLEDGMENT BY SURETY COMPANY)

STATE OF New Jersey }  
COUNTY OF Atlantic } SS.

On this 15th day of March, 2016, before me personally came Kenneth C. Turner to me personally known as Attorney In Fact of the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that, that he is the Attorney In Fact of the said corporation; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

Tracy A. McCurry  
(Notary Public)

My Commission Expires: July 2, 2021

**Tracy A. McCurry**  
**Notary Public of New Jersey**  
**My Commission Expires**  
**July 2, 2021**

**BOSTON INDEMNITY COMPANY, INC**  
**Statutory Financial Statement**  
**December 31, 2015**

**ASSETS**

Bonds	\$	4,811,552
Stocks	\$	10,000
Cash	\$	2,298,751
Interest due and accrued	\$	38,675
Uncollected premiums & agents' balances	\$	402,540
Net deferred taxes	\$	62,545
Net tax asset	\$	-
Fixed Assets	\$	16,907
Federal Tax Asset	\$	-
Other assets	\$	186,540
		<u>\$ 7,827,511</u>
<b>Total Assets</b>	<b>\$</b>	<b><u>7,827,511</u></b>

**LIABILITIES & POLICYHOLDERS' SURPLUS**

**Liabilities**

Loss & Loss Adjustment Expenses	\$	785,328
Reinsurance Payable on Paid Loss	\$	11,429
Other Expenses (excluding taxes)	\$	157,362
Unearned premium	\$	1,040,456
FIT Payable	\$	305,191
Amounts withheld for others		
Ceded Reinsurance Payable	\$	42,520
Aggregate Write-ins for liabilities	\$	469,736
		<u>\$ 2,802,020</u>
<b>Total Liabilities</b>	<b>\$</b>	<b><u>2,802,020</u></b>

**Surplus**

Surplus		
Common Stock	\$	1,500,000
Unassigned surplus	\$	417,450
Gross paid-in and contributed surplus	\$	3,108,041
		<u>\$ 5,025,491</u>
<b>Total Surplus</b>	<b>\$</b>	<b><u>5,025,491</u></b>
<b>Total Liabilities &amp; Policyholders' Surplus</b>	<b>\$</b>	<b><u>7,827,511</u></b>

I, Matthew J. Semeraro, President and Chief Operating Officer of Boston Indemnity Company, Inc. do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2015 to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Florham Park, New Jersey this the 28th day of April, 2016.

  
 \_\_\_\_\_  
 Matthew J. Semeraro, President & Chief Operating Officer

POWER OF ATTORNEY

BG- 300274

Boston Indemnity Company, Inc.

KNOW ALL MEN BY THESE PRESENTS, that BOSTON INDEMNITY COMPANY, INC., a South Dakota Corporation, with its principal office in North Andover, MA, does hereby constitute and appoint: Bruce M. Allen, Gregory M. Allen, Karen L. Allen, Kenneth C. Turner

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of BOSTON INDEMNITY COMPANY, INC., on the 3rd day of November, 2015 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two Million Five Hundred Thousand dollars which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary & CEO, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, BOSTON INDEMNITY COMPANY, INC., has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 19th day of November, 2015.

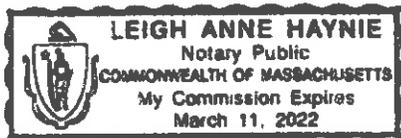


BOSTON INDEMNITY COMPANY, INC.

BY [Signature] Matthew J. Semeraro President & COO

ACKNOWLEDGEMENT

On this 19th day of November, 2015, before me, personally came Matthew J. Semeraro to me known, who being duly sworn, did depose and say that he is the President of BOSTON INDEMNITY COMPANY, INC., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Leigh Anne Haynie Notary Public

CERTIFICATE

I, the undersigned, Secretary & CEO of BOSTON INDEMNITY COMPANY, INC., A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Florham Park, NJ this 15th Day of March, 2017



BY [Signature] Phillip S. Tobey Secretary & CEO

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorized  
and acting legal representative of \_\_\_\_\_  
\_\_\_\_\_, do hereby certify as follows:

I have examined the foregoing Contract(s), Surety Bonds, insurance certificates and the manner of execution thereof, and I am of the opinion the contracts are satisfactory and that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## Customer Information

(Required)

**Name of Business:** City of Dalton Parks and Recreation

**Primary Contact:** Steve Card

**Address:** 904 Civic Dr

**City:** Dalton

**State:** GA

**Zip:** 30721

**Customer E-mail:** Scard@cityofdaltonga.gov

**COF Number(s):** \_\_\_\_\_  
(Include all numbers)

**Fed Tax Id #:** \_\_\_\_\_

**State Tax Id #:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**Business Owner:** \_\_\_\_\_

## PBC Information

## Agreement Term

**PBC Location(s):** Chatanooga

**Created By:** Marnie Graham **Route #:** 14202

**PBC Market Unit:** Mid-Atlantic **Phone #:** 865-740-5975

**Sales Method:** (check one)  **Pepsi Direct**  **Pre-Sell (Route # )**

**Agreement Start Date:** 3/15/2017

**Agreement End Date\*:** 3/15/2020

(Agreement automatically renews each year unless Cancellation is received at least ninety (90) days prior to the end of the term)

(Check Boxes and Specify, as applicable)

### PBC Agrees To:

<input checked="" type="checkbox"/>	Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side).
<input checked="" type="checkbox"/>	Initial Equipment Placement shall be as follows (fill out as applicable): Coolers: One-Door Two-Door Three-Door Counter-top Energy Fountain: 6 Valve 8 Valve Bar guns ( button) Special: Lipton Refreshing Iced Tea Juice Frozen Slush FUB Unit 1 Valve Urn 2 Valve Urn _Other (Specify):
<input checked="" type="checkbox"/>	PBC shall provide, at no charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement.
<input checked="" type="checkbox"/>	PBC shall make available for purchase by Customer Pepsi branded cups and CO <sub>2</sub> ("Ancillary Products") at prices as determined by PBC. (Based on availability)
<input checked="" type="checkbox"/>	Provide Customer with the opportunity to participate as a member of <b>Pepsi Rewards Plus</b> * If unredeemed, earned points will expire after two years * Visit <a href="http://www.pepsirewardsplus.com">www.pepsirewardsplus.com</a> for full program details
	For additional local PBC Field input:

### Customer Agrees To:

<input type="checkbox"/>	Volume Based Term (Check box if applicable) * The Term of this Agreement shall commence on the Agreement Start Date listed above, and end on the later of: (1) _____ or (2) the date on which Customer purchases from PBC _____ Gallons/Cases for sale in the Outlets. No auto renewal of Term.
<input type="checkbox"/>	EXCLUSIVE – Customer agrees to exclusively serve the Products indicated below at the Customer's Outlet. The Products shall be the only beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Customer's Outlet.
<input checked="" type="checkbox"/>	NON-EXCLUSIVE – Customer agrees to grant PBC the right to have its Products sold, dispensed or otherwise made available, and advertised, displayed, represented or promoted at or in connection with the Customer's Outlet. Notwithstanding the foregoing, if PBC has provided Customer with fountain Equipment, Customer agrees to serve PBC's postmix Products exclusively at its Outlet.
<input checked="" type="checkbox"/>	DSD – Customer agrees to purchase all Products directly from the PBC Location(s) indicated above, and sell only those Products purchased from PBC from the Equipment provided to the Customer by PBC. Customer shall not stock any non-PBC Products (food or beverages) in Equipment.
<input checked="" type="checkbox"/>	MINIMUM THRUPUT – In order to qualify for applicable Equipment, Customer shall purchase a minimum annual average of 100 Cases per door for each cooler.
<input checked="" type="checkbox"/>	REQUIRED PRODUCTS. Purchase, stock and distribute at least each of the Products (as specified below) at all times during the Term.

### Required Packages for this Agreement:

Fountain Postmix/BIB X20oz 2 Liter Cans Fountain  
Premix/Tanks (Limited Market Availability) Cups CO<sub>2</sub>

Other :

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company	
Signature:	Date
Print Name: Marnie A. Graham	Title: FSR / DBM
For Customer	
Signature:	Date
Print Name	Title

### FOUNTAIN/POSTMIX SKU REQUIREMENTS: (Must carry minimum of Six) (Based on availability)

Pepsi Dt Pepsi Sierra Mist Mtn. Dew Dt. Dew SoBe Life Water  
Brisk Tea Lipton Refreshing Iced Tea: Sweet UnSweet Other  
Dr Pep Dt. DRP Mug CF Dt Pepsi Dt Sierra Mist Crush  
Lemonade Wild Cherry Pepsi Fruit Punch  
Frozen Slush Juice BIB Juice Cartridge Other Innovation

### 20oz. BOTTLE SKU REQUIREMENTS: Must Check One Level

(All shall be 20 oz bottles unless otherwise indicated – 16.9 oz Aquafina)

<input checked="" type="checkbox"/>	Platinum: Must Purchase Pepsi, Dt Pepsi, Mist Twist, Mountain Dew, Aquafina 20oz or 16.0oz plus any three additional SKUs from brands below:
	Gold: Must Purchase any five SKUs from brands below:
	Silver: Must Purchase any three SKUs from brands below:

Pepsi Dt Pepsi Mtn. Dew Dt. Dew Mist Twist Aquafina LifeWTR  
Crush Max Next Lipton: Iced Tea Brisk Pure Leaf Gatorade  
G2 PropelZero SoBe LifeWater SoBe Dole/Ocean Spray  
KickStart (16oz.) Starbucks (11oz/13.7oz.) Energy (16oz.)

**Comply with the Terms of this Agreement**



COF:

This sets forth the agreement ("Agreement") between Bottling Group, LLC, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), with respect to the purchase of Products.

1. **Definitions.** As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.
  - a. "Agreement Year" shall mean each twelve-month period beginning with the Agreement Start Date.
  - b. "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, within the following categories: (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), (viii) liquid concentrate teas ("LCT"), (ix) frozen non-carbonated beverages ("FUB"), and (x) any future categories of nonalcoholic beverage products that may be distributed by PBC.
  - c. "Cases" shall mean the number of cases of bottle & can Products purchased by the Customer from PBC to be delivered in sizes, quantities and types of containers as determined by PBC from time to time.
  - d. "Equipment" shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.
  - e. "Gallons" shall mean the gallons of Postmix, LCT and FB Products purchased by the Customer from PBC.
  - f. "Outlet" shall mean the Customer's outlet located at the address indicated under the Customer information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.
  - g. "Products" shall mean Beverages manufactured, sold or distributed by PBC which may be amended by PBC from time to time.
  - h. "Term" The Term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods. same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.
2. **Consideration.** In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following – if applicable as indicated on the first two pages of this Agreement:
  - a. **Equipment.** PBC or one of its affiliates shall retain all right title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the approved designated Customer location, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/dispense PBC Products and may not be safe or suitable for storage of non-Beverage items. Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment.
  - b. **Funding.** As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned over the duration of the Term; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusive/non-exclusive status of the Customer. For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the initial Term if the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "later of time or Gallons/Cases purchased" duration; and
  - c. The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of this Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, auto or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.
3. **Product Price.** Prices for Products (including for Ancillary Products, if applicable) shall be at the discretion of PBC and subject to change from time to time.
4. **General Terms**
  - a. **Breach and Termination.** In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.
  - b. **Remedies.** If PBC terminates this Agreement due to Section 4(a) above or Customer terminates this Agreement for any reason other than default by PBC, then in addition to any other remedies to which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination if the Agreement has a time-based duration, or based upon the number of outstanding Gallons/Cases remaining to be purchased as of the date of termination, as applicable if the Agreement has a later of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate, and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach if applicable.
  - c. **Failure to meet Minimum Thruput Requirement.** Throughout the Term, if Customer purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to remove Equipment completely and terminate this Agreement pursuant to Section 4(a), or substitute/adjust Equipment placement(s) as deemed reasonably necessary by PBC. The Customer shall return the Equipment within 20 days after written notice from PBC. At the end of the initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain dispensing unit) volume threshold requirements stated herein, PBC shall have the option, in lieu of termination, to extend the Term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume thresholds, such extension to be treated under Section 1(g), above ("Automatic Extension").
  - d. **Equipment upon Expiration or Termination of this Agreement.** If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to insure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the repair/replacement of the Equipment or associated parts. Failure make such payment shall be deemed a material breach of this Agreement.
  - e. **Right of Offset.** PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.
  - f. **Customer Representation.** Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.
  - g. **Non-Disclosure.** Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC.
  - h. **Assignment/Acquisition.** The Customer shall not sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, assigns or transfers its assets to a third party or there is a change in control of the Customer, the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement prior to such sale, assignment or transfer. In the event the transferee has an existing local agreement with PBC or national agreement with PepsiCo (which agreement covers the purchase of Products), the agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.
  - i. **Unauthorized Reselling and/or Transshipment.** PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fines, or terminate this Agreement immediately (i.e., without notice/cure period) if the Customer resells Products in a manner not authorized by this Agreement, including to other resellers/distributors or for direct/indirect sale outside of the PBC Location's exclusive bottling territory. PBC will have the right to inspect Customer's warehouse for the purpose of verifying product production codes.
  - j. **Trademarks.** PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including of any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which either party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement.
  - k. **Indemnification.** PBG will indemnify and hold the Customers harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any terms or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Beverage Products; and/or (iii) the negligence or willful misconduct of PBG. To the extent allowed under Georgia law, the Customers will indemnify and hold PBG, its subsidiaries, affiliates, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorney's fees) arising out of, (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customers.
  - l. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties, including prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company		Customer	
Signature:		Signature:	
Date:		Date:	

BID PROPOSAL

Place Lakeshore Park Improvements  
Date 3-15-17

Proposal of B and J Reed Construction L.L.C. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Chatsworth

State of Ga and County of Murray, \* an individual, a corporation, or a partnership doing business as B and J Reed Construction L.L.C.

TO: CITY OF DALTON, GEORGIA  
(Hereinafter called "Owner")

To Whom It May Concern:

The Bidder in compliance with your invitation for bids for the construction of LAKESHORE PARK / THREADMILL LAKE IMPROVEMENTS having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner. All work shall be completed by October 2, 2017. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Bidder acknowledges receipt of the following addenda:

Addenda #1

\*Strike out inapplicable terms



BID PROPOSAL  
(Continued)

Amount shall be shown in Bid Item List in Appendix A of this section for Base Bid Items and Bid Alternates.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying the bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the bidder also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the 15<sup>th</sup> of March 2017 in the amount of \$60,000 according to conditions under "Information for Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

Jeremy Reed 1488 Will Evans Rd Chatsworth, Ga 30705  
Barron Reed 1669 Will Evans Rd Chatsworth, Ga 30705



BID PROPOSAL  
(Continued)

Dated at:

Denise Reed

The 15 day of March, \_\_\_\_\_

Jerry Reed  
Principal

By Band J Reed Const. SEAL





THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**B & J Reed Construction, LLC**  
1689 Will Evans Rd.  
Chataworth, GA 30705

as Principal, hereinafter called the Principal, and American Southern Insurance Company, 365 Northridge Road, Suite 400, Atlanta, GA 30330 a corporation duly organized under the laws of the State of Kansas as Surety, hereinafter called the Surety, are held and firmly bound unto

**City of Dalton - Parks and Recreation Dept.**  
904 Civic Drive  
Dalton, GA 30721

as Obligor, hereinafter called the Obligor, in the sum of **FIVE PERCENT OF AMOUNT BID – PENAL SUM NOT TO EXCEED SIXTY THOUSAND AND 00/100 DOLLARS ( 5 % Not To Exceed \$60,000.00 )**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the *Principal* has *submitted* a bid for

**Lakeshore Park Improvements**  
Dalton, GA 30721

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of March, 2017

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
B & J Reed Construction, LLC  
(Principal) (Seal)  
*President Jay Reed*  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
American Southern Insurance Company  
(Surety)  
*Michael Thompson*  
\_\_\_\_\_  
Michael K. Thompson, Attorney In Fact

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AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31189-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Tirrell L. Moore of Monroe, North Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael K. Thompson of Atlanta, Georgia; Michael J. Brown of Cumming, Georgia; or Kelley E.M. Nys of Decatur, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 15th day of December, 2016.

Attest: [Signature]
Gail A. Lee, Secretary

By: American Southern Insurance Company
[Signature]
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 15th day of December, 2016, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that he has affixed to the said instrument its such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA
SS:
COUNTY OF FULTON

Melanie A. Coppola
Notary Public, State of Georgia
Qualified in Cobb County
Commission Expires May 17, 2018



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 15th day of March, 2017

[Signature]
John R. Huot
Vice President

Power No. 42283

STATE OF GEORGIA  
WHITFIELD COUNTY  
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

Jeremy Reed  
BY: Authorized Officer or Agent

3-15-17  
Date

5 - 2008  
Authorization Date for EEV Program

Bond J Reed Construction  
Contractor Name

361539  
Employment Eligibility (EEV) #

Owner  
Title of Authorized Officer or Agent of Contractor  
United

\*Any of the electronic verification of work authorization programs operated by the

any Jeremy Reed  
Printed Name of Authorized Officer or Agent

States Department of Homeland Security or

Sworn to and subscribed before me  
newly [Signature]

equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of

This 15 Day of March 2017

Hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. & 13-

10- [Signature]  
Notary Public

91, the applicable federal work authorization program is the "EEV / Basic Pilot Program"

Operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social

Security Administration.

My commission expires: 12/8/17

MUST BE NOTARIZED



**CITY OF DALTON**  
**COMPETITIVE REQUEST FOR PROPOSAL**  
 (Goods or Services with Aggregate Cost of \$20,000 and Above)

Department: DALTON PARKS AND REC  
 Date of Bid Opening : 3/15/2017  
 Place of Bid Opening: FINANCE DEPT CONFERENCE ROOM  
 Time of Bid Opening: 2:00PM  
 Dates Advertised: \_\_\_\_\_

A copy of the RFP scoring sheet or determination criteria must be attached.

Description of Item bid: **FOR FURNISHING ALL MATERIALS, LABOR, TOOLS, EQUIPMENT AND APPURTENANCES NECESSARY FOR THE CONSTRUCTION OF THE LAKESHORE PARK AND THREADMILL LAKE IMPROVEMENTS**

Vendor	Bid Amount	Comments
<u>Bond J Reed Const LLC</u>	<u>\$ 1,111,532.75</u>	
<del> </del>	<del> </del>	<del> </del>
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Witnessed By: C. Mark Bayford  
 Finance Department: XMS Miller  
 Department: \_\_\_\_\_  
 Date: 3/15/2017  
 Comments: \_\_\_\_\_

Awarded To: \_\_\_\_\_  
 In The Amount Of: \_\_\_\_\_  
 Date: \_\_\_\_\_



## BASE BID SECTION

### BID SCHEDULE

Item Number	Quantity	Units	Unit Price	Item Description	Total
<b>Section: MOBILIZATION</b>					
151-1000	1	LS		MOBIZATION	35,000
SECTION SUBTOTAL					35,000
<b>Section: EARTHWORK</b>					
210-0100	1	LS		GRADING COMPLETE	172,500
SECTION SUBTOTAL					172,500
<b>Section: PAVING</b>					
310-5040	945	SY	8	EXISTING GRAVEL ROAD, 4 IN TOP DRESSING	7560
310-5040	668	SY	8	10 FT GRAVEL ROAD	5344
SECTION SUBTOTAL					12,904
<b>Section: CONCRETE</b>					
430-0160	12	SY	133.33	CONC PAVEMENT (3000 PSI), 6 IN THICK - WEIR #400, CONCRETE SLAB	1599.96
430-0160	69	SY	133.33	CONC PAVEMENT (3000 PSI), 6 IN THICK - WEIR #500, CONCRETE SLAB	9199.77
SECTION SUBTOTAL					10,799.73
<b>Section: DRAINAGE</b>					
573-2012	157	LF	35	ADS DRAIN PIPE, 12 IN, INCLUDES BACKFILL	5495
550-1150	80	LF	38	RCP STORM DRAIN PIPE, 15 IN, INCLUDES BACKFILL	3040
550-1180	201	LF	43	RCP STORM DRAIN PIPE, 18 IN, INCLUDES BACKFILL	8643
550-1240	94	LF	48	RCP STORM DRAIN PIPE, 24 IN, INCLUDES BACKFILL	4512
550-1300	62	LF	60	RCP STORM DRAIN PIPE, 30 IN, INCLUDES BACKFILL	3720
550-1360	43	LF	66	RCP STORM DRAIN PIPE, 36 IN, INCLUDES BACKFILL	2838
550-4112	1	EA	600	FLARED END SECTION 12 IN, STORM DRAIN	600
550-4115	1	EA	600	FLARED END SECTION 15 IN, STORM DRAIN	600
550-4118	3	EA	700	FLARED END SECTION 18 IN, STORM DRAIN	2100
550-4124	1	EA	850	FLARED END SECTION 24 IN, STORM DRAIN	850
550-4130	3	EA	1100	FLARED END SECTION 30 IN, STORM DRAIN	3300
550-4136	1	EA	1400	FLARED END SECTION 36 IN, STORM DRAIN	1400
668-2100	4	EA	2600	GDOT INLET TYPE A	10,400
668-2100	1	EA	2600	GDOT INLET TYPE C	2600
668-2100	1	EA	4500	GDOT TYPE V INLET - CONTROL STRUCTURE #400	4500
668-2100	1	EA	4500	GDOT TYPE V INLET - CONTROL STRUCTURE #500	4500

603-2181	20	SY	75	STN DUMPED RIP RAP, RUBBLE - 5x5x1.5	1,500
603-2181	210	SY	75	STN DUMPED RIP RAP W/ FILTER CLOTH - WEIR #400	15,750
603-2181	152	SY	75	STN DUMPED RIP RAP W/ FILTER CLOTH - WEIR #500	11,400
999-3000	2	EA	600	ADS CLEANOUT, 12 IN	1200
SECTION SUBTOTAL					88,948

Section: EROSION CONTROL

163-0300	4	EA	1400	CONSTRUCTION EXIT	5,600
163-0503	67	CY	60	RIP-RAP	4,020
163-0550	1	EA	600	CONSTRUCT RETROFIT	600
165-0030	2650	LF	75	MAINTENANCE OF FILTER MEDIA SOCK	13,250
165-0040	3	EA	400	MAINTENANCE OF ROCK FILTER DAMS	1200
165-0101	4	EA	400	MAINTENANCE OF CONSTRUCTION EXIT	1,600
165-0105	1	EA	200	MAINTENANCE OF RETROFIT	200
165-0527	3	EA	750	CONSTRUCT AND REMOVE ROCK FILTER DAMS	2250
167-1000	12	EA	650	WATER QUALITY MONITORING AND SAMPLING	7850
167-1500	12	MO	650	WATER QUALITY INSPECTIONS	7850
171-0030	2650	LF	15	TEMPORARY SEDIMENT BARRIER - FILTER MEDIA SOCK	39,750
700-0001	4	AC	1500	TEMPORARY GRASSING, INC. SEED, FERTILIZER AND MULCH	6000
166-1001	26	WK	2000	SUPPLY AND MAINTENANCE OF 400 GPM PUMPING OF SPRING SOURCE & 3800 LF OF 8-INCH PIPING TO BELOW CONSTRUCTION, INCLUDES PUMP, CONNECTION TO SINGLE PHASE ELECTRICAL SOURCE, AND PIPING	52,000
166-1002	7	DA	1000	SUPPLY AND MAINTENANCE OF 2000 GPM PUMPING OF LAKE & 100 LF OF 8 TO 12-INCH PIPING TO FILTER SACKS AND ROCK FILTER DAM INCLUDES PUMP, FUEL AND TANK, PIPING AND FILTER SACKS	7000
716-2000	1250	SY	1.75	EROSION CONTROL MATS, SLOPES	2187.50
SECTION SUBTOTAL					151,357.50

Section: RIPARIAN PLANTING

RB-1	105	EA	2.20	Acorus americanus	231
RB-2	9	EA	8.15	Cephalanthus occidentalis	73.35
RB-3	66	EA	2.20	Chasmanthium latifolium	145.20
RB-4	14	EA	3.10	Cornus racemosa	43.40
RB-5	35	EA	7.25	Iris virginica	253.75
RB-6	69	EA	7.30	Lobelia cardinalis	503.70
RB-7	95	EA	7.30	Juncus effusus	693.50
RB-8	12	EA	180.00	Magnolia virginiana	2160
RB-9	25	EA	13.00	Panicum virgetum 'Heavy Metal'	325

RB-10	6	EA	205.00	Platanus x acerifolia 'Morton Circle'	1230
RB-11	9	EA	3.25	Salix nigra	29.25
RB-12	48	EA	3.25	Viburnum dentatum	156
RB-13	8900	LB	0.35	Wetland and Pond Edge Mix 129 by Roundstone Native Seed	3115
RB-14	400	EA	11.00	Mulch Bales (Naturalize w/ Pine Straw)	4400
RB-15	139000	SF	.13	Seed	18,070
SECTION SUBTOTAL					31,429.15

Section: MISCELLANEOUS LANDSCAPING

LS-1	4	EA	210.00	Acer rubrum 'Brandywine'	840.00
LS-2	155	EA	2.15	Acorus americanus	333.25
LS-3	7	EA	210.00	Amelanchier arborea	1470.00
LS-4	38	EA	3.25	Aronia melanocarpa	123.50
LS-5	27	EA	5.75	Asclepias tuberosa	155.25
LS-6	10	EA	186.00	Betula nigra 'Dura Heat'	1860.00
LS-7	6	EA	198.35	Carpinus caroliniana	<del>1190.10</del>
LS-8	80	EA	8.51	Capheianthus occidentalis	510.60
LS-9	6	EA	183.25	Cercis canadensis	1099.50
LS-10	347	EA	2.35	Chasmanthium latifolium	815.45
LS-11	9	EA	158.70	Chionanthus virginicus	1428.30
LS-12	24	EA	3.25	Cornus amomum	78
LS-13	9	EA	183.25	Cornus florida 'Appalachian Snow'	1649.25
LS-14	54	EA	3.51	Cornus racemosa	84.24
LS-15	386	EA	2.35	Deschampsia cespitosa	89.30
LS-16	15	EA	5.75	Echinacea purpurea 'Kim's Knees High'	86.25
LS-17	75	EA	5.75	Gaillardia 'Goblin'	431.25
LS-18	193	EA	5.75	Gaillardia grandiflora 'Mesa Peach'	1109.75
LS-19	6	EA	13.01	Hibiscus moscheutos	78.06
LS-20	5	EA	35.75	Hydrangea 'Limelight'	178.75
LS-21	172	EA	11.91	Hypericum densiflorum	2048.52
LS-22	148	EA	33.75	Hypericum kalmianum 'Blue & Gold'	4995
LS-23	46	EA	7.52	Iris virginica	345.92
LS-24	120	EA	15.15	Itea virginica 'Sprich'	<del>1818.00</del>
LS-25	278	EA	7.75	Lobelia cardinalis	2182.30
LS-26	136	EA	7.85	Juncus effusus	1067.60

LS-27	1	EA	201.90	Magnolia grandiflora 'Little Gem'	201.90
LS-28	3	EA	171.80	Magnolia virginiana	515.40
LS-29	35	EA	12.70	Muhlenbergia capillaris	444.50
LS-30	30	EA	12.70	Panicum virgatum 'Dallas Blue'	381.00
LS-31	27	EA	12.70	Panicum virgatum 'Heavy Metal'	342.90
LS-32	27	EA	12.70	Panicum virgatum 'Shenandoah'	342.90
LS-33	7	EA	208.16	Platanus x acerifolia 'Morton Circle'	1457.12
LS-34	247	EA	7.99	Pontaderia cordata	1973.53
LS-35	6	EA	210.10	Quercus bicolor	1260.60
LS-36	4	EA	210.10	Quercus phellos	840.40
LS-37	1	EA	210.10	Quercus shumardii	210.10
LS-38	83	EA	5.01	Rudbeckia 'Goldsturm'	415.83
LS-39	235	EA	8.13	Sagittaria latifolia	1910.55
LS-40	1	EA	210.10	Salix babylonica	210.10
LS-41	41	EA	3.75	Salix nigra	153.75
LS-42	3	EA	184.10	Taxodium distichum	552.30
LS-43	20	EA	184.10	Thuja 'Green Giant'	3682
LS-44	68	EA	3.75	Viburnum dentatum	255
LS-45	36	EA	35.90	Viburnum x burwoodii 'Conoy'	1292.40
LS-46	32	EA	35.90	Viburnum x pragense	1148.80
LS-47	9700	SF	.25	Mixed Grass Meadow Mix 114 by Roundstone Native Seed	2425.00
LS-48	17100	SF	.25	Wetland and Pond Edge Mix 131 by Roundstone Native Seed	4275
LS-49	3100	EA	11.00	Mulch Bales (Naturalize w/ Pine Straw)	34,100
SECTION SUBTOTAL					58,391.08

Section: WETLAND PLANTING

WP-1	38	EA	17.10	AESCULUS PAVIA	649.80
WP-2	112	EA	17.10	CEPHALANTHUS OCCIDENTALIS	1915.20
WP-3	50	EA	17.10	CRAEAGUS VIRIDIS	855
WP-4	175	EA	7.75	IRIS VIRGINICA	1356.25
WP-5	654	EA	7.75	JUNCUS EFFUSUS	5068.50
WP-6	132	EA	7.75	LOBELIA CARDINALIS	1023
WP-7	260	EA	7.75	NUPHAR LUTEUM	2015
WP-8	280	EA	7.75	NYMPHAEA ODORATA	2170
WP-9	400	EA	7.75	PONTERDERIA CORDATA	3100

WP-10	426	EA	7.75	SAGITTARIA LATIFOLIA	3301.50
WP-11	27	EA	13.50	TAXODIUM DISTICHUM	365.04
SECTION SUBTOTAL					21,819.29
Section: BOARDWALK					
502-1200	2.44	MB	12,985	BRIDGE TIMBER, TREATED	31,684
502-1400	1.25	MB	29,002	PLASTIC BRIDGE TIMBER	36,253
520-2500	2450.00	LF	33.58	PILING, TIMBER - TREATED	82,271
999-1000	203.33	SF	204.03	GRID DECKING * 1872 sq. ft	41,486
500-3201	7.00	CY	1410	CLASS B CONCETE, RETAINING WALL	9870
SECTION SUBTOTAL					201,564
Section: PILES					
502-1200	1.45	MB	14,318	BRIDGE TIMBER, TREATED	20,761
502-1400	0.56	MB	31,604	PLASTIC BRIDGE TIMBER	17,698
520-2500	2330.00	LF	37.61	PILING, TIMBER - TREATED	50,021
999-1000	112.00	SF	236.34	GRID DECKING * 1,176 sq. ft	26,470
500-3201	7.00	CY	1410	CLASS B CONCETE, RETAINING WALL	9,870
SECTION SUBTOTAL					124,820
Section: MISCELLANEOUS ITEMS					
009-3000		LS		MISCELLANEOUS ITEMS	202,000
TOTAL BASE BID PROPOSAL					1,111,532.75

BID ALTERNATE #1						
BID SCHEDULE						
Section: FLEXI-PAVE TRAIL						
999-2001	1295	SY	70	FLEXI-PAVE, 1.5 IN - INCLUDES 4 IN BASE, FILTER FABRIC AND STABILIZED SUBGRADE		90,650
BID ALTERNATE #2 AMOUNT TOTAL						90,650

BID ALTERNATE #2						
BID SCHEDULE						
Section: PERVIOUS CONCRETE						
999-2002	1295	SY	52	PERVIOUS CONCRETE, 4 IN - INCLUDES FILTER FABRIC AND STABILIZED SUBGRADE		67,340
BID ALTERNATE #1 AMOUNT TOTAL						67,340

BID ALTERNATE #3						
BID SCHEDULE						
Section: MULCH TRAIL						
999-2003	1295	SY	60	MULCH, 4 IN - STABILIZED SUBGRADE		7500
BID ALTERNATE #3 AMOUNT TOTAL						7500

BID ALTERNATE #4						
BID SCHEDULE						
Section: LIGHTING (OPTION 1)						
682-8500a	1	LS	2000	ELECTRIC POWER SERVICE ASSEMBLY-AS SHOWN ON PLANS-60A		2000
682-6221	2445	LF	20	CONDUIT RIGID, 1-1/2" : LINES A & B		48,900
682-1405	12225	LF	1.00	CABLE, TP XHHW, AWG NO. 6 : LINES A & B		12,225
681-1160	21	EA	2200	LIGHTING STD, ALUM 15 FT. MH, POST TOP: LINES A & B		46,200
681-6911	21	EA	1375	LUMINAIRE, IES3, 100W, LED : LINES A & B		28,875
BID ALTERNATE #4 AMOUNT TOTAL						138,200

BID ALTERNATE #5						
BID SCHEDULE						
Section: LIGHTING (OPTION 2)						
682-8500b	1	LS	2000	ELECTRIC POWER SERVICE ASSEMBLY-AS SHOWN ON PLANS-20A		2000
682-6221	960	LF	20	CONDUIT RIGID, 1-1/2" : LINE C		19,200
682-1405	2790	LF	1	CABLE, TP XHHW, AWG NO. 6 : LINE C		2790

881-1100	6	EA	2200	LIGHTING STD, ALUM 16 FT. MH, POST TOP: LINES A & B	13,200
881-6311	6	EA	2600	LUMINAIRE, RES3, 100W, LED : LINE C	15,600
BID ALTERNATE #5 AMOUNT TOTAL					52,790

**Submission Form:**

Please email completed form and design to 1000wordsdalton@gmail.com. A design template is included in this packet.

**Story/Inspiration:**

Please share the story or inspiration behind your design. What is the title of the design?

**The title of my design is "between the lines". It is part of a series of works that I am creating that highlight a connection between graffiti and geometry and serves as a metaphor for how we as humans are all connected, though from the surface it seems that we are not.**

**Interest:**

Briefly describe your interest and/or qualifications for this project. Tell us about your other artwork, if applicable.

**I am a professional artist/muralist from Chattanooga Tennessee. I have completed several large public murals in Chattanooga and surrounding areas. Creating art and painting murals is my profession but also my passion. Would love to get involved with this project and any of its kind.**

**Copyright Waiver:**

Photographs of the artwork will be posted online and used to promote Dalton and the 1000 Words project. We also reserve the right to use photographs of the artwork on retail merchandise to benefit the program and the future creation of public art. The artist will be recognized by name whenever the work is used.

I agree to the terms provided in this document and agree to allow the "1000 Works" team and affiliated organizations to utilize photographs of my artwork for marketing.

\*The right to use my artwork to generate revenue of any kind must be purchased and approved by the artist prior to the sale of any merchandise depicting the imagery of the designated artwork.

Name: Eric Finley aka The Artist SEVEN



Signature: \_\_\_\_\_

Date: 1/17/2017

Art Park Column Template (Each side is 18" wide x 12' tall):

**Art Park Column Template (Each side is 18" wide x 12' tall):**



## **ORDINANCE 17-03**

To Make Findings Of Fact Concerning the Public Use And Necessity Of A Section Of Memorial Drive; To Vacate And Abandon The Public Interest In And To The Said Section Of Memorial Drive For Purposes Of Public Street And Transportation; To Declare The Closing Of Such Section Of Memorial Drive For Public Use And Transportation; To Authorize Delivery Of A Quitclaim Deed Of Any Interest Of The City Of Dalton In Said Street Section To Hamilton Medical Center, Inc. Except For Utility And Emergency Easements; To Establish An Effective Date; And For Other Purposes.

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

### **Section 1**

Upon investigation and inquiry, the Mayor and Council find that it is in the best interest of the public that the below described section of Memorial Drive in the City of Dalton, Whitfield County, Georgia, as shown on the survey by Donald O. Babb, Georgia Registered Land Surveyor No. 2029 dated February 21, 2017 and pertaining to Land Lot 183, 12<sup>th</sup> District, 3<sup>rd</sup> Section, Whitfield County, Georgia, attached hereto as Exhibit B and made a part hereof, be abandoned and no longer used as a public street or for transportation purposes:

See Exhibit A attached hereto and incorporated herein by reference for complete description of said section of Memorial Drive.

### **Section 2**

Hamilton Medical Center, Inc. is the owner of all property adjacent to the street section to be closed and is the requestor for said street closing.

### **Section 3**

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

**Section 4**

The Mayor and City Clerk are authorized to make and enter in the name and on behalf of the City of Dalton a quitclaim deed of all interest, except for utility and emergency easements, of the City of Dalton in and to the section to be closed to Hamilton Medical Center, Inc.

**Section 5**

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 6**

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

**Section 7**

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

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

## EXHIBIT A

All that tract or parcel of land lying and being in Land Lot No. 183 in the 12th District and 3rd Section of Whitfield County, Georgia and being a portion of Memorial Drive located within the City of Dalton, Georgia, and being more particularly described according to a plat of survey prepared for Hamilton Medical Center, by Donald O. Babb, Georgia Registered Land Surveyor No. 2029, dated February 21, 2017, and being more particularly described according to said survey as follows:

BEGINNING at the existing southeast corner of the intersection of east right of way line of Broadrick Drive (60' R/W) and the existing south right of way line of Memorial Drive (50' R/W); thence north 00 degrees 43 minutes 32 seconds east, along the east right of way line of Broadrick Drive, a distance of 50.0 feet to the existing northeast corner of the intersection of east right of way line of Broadrick Drive and the existing north right of way line of Memorial Drive; thence north 89 degrees 25 minutes 28 seconds east, along the existing north right of way line of Memorial Drive, a distance of 195.94 feet; thence north 89 degrees 43 minutes 30 seconds east, along the existing north right of way line of Memorial Drive, a distance of 90.93 feet; thence running in a southerly direction, along the proposed cul-de-sac located at the proposed westerly terminus of Memorial Drive, along an arc to the left (53.50' Radius), an arc distance of 53.36 feet, said curve being subtended by a chord with a bearing of south 12 degrees 33 minutes 48 seconds west and a chord distance of 51.17 feet; thence north 89 degrees 43 minutes 30 seconds west, along the existing south right of way line of Memorial Drive, a distance of 80.17 feet; thence north 89 degrees 25 minutes 28 seconds west, along the existing south right of way line of Memorial Drive, a distance of 193.07 feet, to the POINT OF BEGINNING.

THERE IS HEREBY RESERVED TO The City of Dalton an easement for electrical and fiber optic infrastructure running along the existing Memorial Drive located at the present location of said services.

THERE IS HEREBY RESERVED TO The City of Dalton an easement for water and sewer lines running along the existing Memorial Drive located at the present location of said services.

**EXHIBIT B**

**See Attached Plat**



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

MAYOR  
DENNIS MOCK

CITY COUNCIL  
DENISE WOOD  
TATE O'GWIN  
TYREE GOODLETT  
GARY CREWS



WWW.CITYOFDALTON-GA.GOV

P.O. BOX 1205  
DALTON, GEORGIA 30722  
PHONE (706) 278-9500  
FAX (706) 278-8245

## MEMORANDUM

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

**FROM:** Kimberley Witherow 

**RE:** Street Closing/Quit Claim Request  
Hamilton Medical Center - Memorial Drive

**DATE:** March 3, 2017

---

Enclosed for your consideration is a street closing/quit claim request from Hamilton Medical Center for a portion of Memorial Drive. Please review the documents and return written comments stating approval/disapproval to this office within ten (10) days. A sign has been posted on the property and a public notice has been advertised. A first reading on the closing request will be held at the March 20, 2017 Mayor and Council meeting. Thank you for your assistance in this process and please call me should you have any questions.

## PETITION TO CLOSE ROAD

Comes now Hamilton Medical Center, Inc., a Georgia not for profit corporation, as Petitioner, and request that the City of Dalton, Georgia declare that portion of Memorial Drive described in the within Petition abandoned so that said road will no longer be a part of the City Road System and the rights of the public in and to said sections of road, as a public road, will cease, to-wit:

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

2. The City of Dalton has authority to declare said road abandoned for public purposes and to certify upon its minutes accompanied by a plat of the sketch of the road after notice to property owners located thereon that said road is no longer a part of the City Road System and the rights of the public in and to said section of road as public road shall cease.

3. No part of said road is a part of the state highway system nor of the Whitfield County, Georgia road system.

4. Petitioner shows that the aforesaid road and the general location of said road is shown in yellow by the sketch attached hereto and marked as Exhibit "A," for reference thereto.

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

This 23<sup>rd</sup> day of February, 2017.

**Hamilton Medical Center, Inc.**

By:   
Title: President and CEO

## EXHIBIT A

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THERE IS HEREBY RESERVED TO The City of Dalton an easement for water and sewer lines running along the existing Memorial Drive located at the present location of said services.



March 10, 2017

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

**RE: Street Closing/Quit Claim Request  
Hamilton Medical Center – Memorial Drive**

Dear Mayor Mock:

As requested in your March 3, 2017, memorandum, Dalton Utilities has reviewed the street closing/quit claim request for a portion of Memorial Drive. We have been in further contact with the design engineer who is working on the new Cancer Center as well as Hospital staff to discuss this possible road closure. The following paragraphs will detail our response and contingent approval of the closure.

Dalton Utilities currently maintains electrical, natural gas, water, sewer and telecommunications services along this portion of Memorial Drive. Many of these utility lines need to remain in place in order to maintain the level of service currently needed by the Hospital and other nearby customers. Therefore, it is imperative that we are provided with a permanent utility easement for future maintenance and/or replacement of this critical infrastructure. As you know, the driving factor behind the road closure request is to allow for a covered walkway to be constructed between the new Cancer Center and the main hospital building. This covered walkway will be constructed on top of several utility lines that cannot be relocated, so we are asking for some concessions by the Hospital in order to make maintenance of those lines less obstructive for the Utility and for the Hospital.

Electric and Fiber Optic: Electrical and fiber optic infrastructure is currently above ground type construction along this portion of Memorial Drive. As part of the Cancer Center project, those lines will be installed underground in concrete duct which will allow for maintenance and replacement as needed underneath the covered walkway with minimal disruption to that structure. The costs associated with this work will be paid by the Hospital.

Natural Gas: The existing 2-inch natural gas line will be re-routed to a cross-country route south of the proposed Cancer Center and will run from Elkwood Drive to Broadrick Drive. We chose to relocate the line due to the potential safety issues with having a gas line underneath the planned walkway structure. This relocation cost is estimated not to exceed \$25,000.00 and will be paid for by the Hospital.

Water and Sewer: Both of these utility lines will remain in place along the closed section of Memorial Drive provided that an easement is allowed for future maintenance and replacement of these lines as necessary. With regards to the covered walkway to be constructed above these lines, we have asked for the lines to be encased in a large casing pipe to allow for line replacement underneath the walkway. This appears to be the most economical manner to address the walkway. The costs associated with casing the water and sewer infrastructure will be borne by the Hospital. In addition, we request that no permanent structure, concrete or asphalt paving, etc. be placed on each end of the encasement piping to allow access for pipe replacement and maintenance, as necessary.

The above paragraphs were provided to give you an idea of how each utility service is being handled regarding the road closure and subsequent construction of the covered walkway. Our approval of the road closure is contingent upon the retention of a permanent easement as noted previously. Additionally, we will approve the road closure if the Hospital agrees to pay for the necessary line encasement and/or line relocations, as applicable and discussed in the above paragraphs. Please do not hesitate to contact me at (706) 529-1011 or [mbuckner@dutil.com](mailto:mbuckner@dutil.com) should any questions arise or if we may be of assistance.

Sincerely,



Mark Buckner

Cc: Tom Bundros

# DALTON FIRE DEPARTMENT

404 School Street  
Dalton, GA 30720



**BRUCE SATTERFIELD**  
FIRE CHIEF  
TELEPHONE 706-278-7363  
FAX 706-272-7107  
bsatterfield@cityofdalton-ga.gov

**PUBLIC SAFETY COMMISSION**  
BILL WEAVER  
KEITH WHITWORTH  
TERRY MATHIS  
KENNETH E WILLIS  
CARLOS CALDERIN

**TO: Kimberley Witherow**  
**FROM: Chief Satterfield**  
**DATE: March 9, 2017**  
**RE: Memorial Drive - Street Closing**

A handwritten signature in black ink that reads "B. Satterfield". The signature is written in a cursive, flowing style.

The Dalton Fire Department approves the closure of Memorial Drive for Hamilton Medical Centers Cancer Institute.

This agency has analyzed all tactical decisions in protecting the original hospital facility and there were no issues noted. In addition to Hamilton Medical Center properties the agency also closely considered all tactical decisions for properties in the entire area unrelated to Hamilton and no issues were noted. Lastly, for the new Cancer Institute construction, several plan changes have occurred for tactical purposes and the plans attached to this document reflect the agreement. The attached plans are for documentation purposes.

Please contact me if there are questions.

## Bruce Satterfield

---

**From:** Jeff Dugger  
**Sent:** Thursday, March 09, 2017 8:54 AM  
**To:** Bruce Satterfield  
**Subject:** FW: HCI - Sprinkler and Smoke Venting Letter  
**Attachments:** VARIANCE EXHIBIT ROW CLOSURE\_rev2.pdf; VARIANCE EXHIBIT SOUTH PARKING ACCESS\_rev1.pdf

---

**From:** Joseph Parks [mailto:joe.parks@marchadams.com]  
**Sent:** Wednesday, March 08, 2017 4:30 PM  
**To:** Jeff Dugger; Kim Witherow  
**Cc:** Justin Roark; McKenzie, Sandy; Paul Adams (padams@laytonconstruction.com); Dan Maxwell (dmaxwell@realtytrustgroup.com); Jimmy Hobbs (JHobbs@enfinityeng.com); Al Bronner; Mark Buckner (mbuckner@dutil.com)  
**Subject:** RE: HCI - Sprinkler and Smoke Venting Letter

Good Afternoon Jeff:

Please see the two attached revised exhibits, to address your concerns with the previous plan. The changes include:

1. Addition of both striping and fire lane tow away signs along all fire lanes and the cul-de-sac bulb.
2. The loading zone sign has been changed to Fire Lane tow away.
3. Removal of the angled parking along south wall of parking garage. The travel lane next to the south wall is widened to 26' wide.
4. The layout of the private drive in the abandoned west section of memorial has been shifted a little northward, for grading design reasons.

Note, these changes will not change the plat nor the limits of the ROW closure.

If you have any questions please let me know.

Sincerely,

**Joseph Parks, PE**  
Civil Engineer

[joe.parks@marchadams.com](mailto:joe.parks@marchadams.com)  
direct: (423) 664-1482 fax: (423) 698-3638  
P.O. Box 3689; 310 Dodds Avenue  
Chattanooga, TN 37404

[www.marchadams.com](http://www.marchadams.com)



This electronic mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the electronic mail to the intended recipient, be advised that you have received this electronic mail in error and



March 07, 2017

Jeff Dugger  
Fire Marshal  
City of Dalton  
404 School St.  
Dalton, Georgia, 30720

**RE: HAMILTON CANCER INSTITUTE  
HAMILTON HEALTH SYSTEM  
FIRE SPRINKLER AND SMOKE VENTING CLARIFICATION  
ESa PROJECT NO. 15068.00**

On behalf of Hamilton health System regarding the Hamilton Cancer Institute, in accordance with our review and discussions with Jeff Dugger, we will provide the following:

- The fire sprinkler system will be designed per the requirements of the Ordinary Hazard classification.
- The two-story Lobby space and the south stairwell shaft (Stairwell #1) will have provisions to vent smoke.

Provisions for the above noted systems will be included in the final Construction Document submittal.

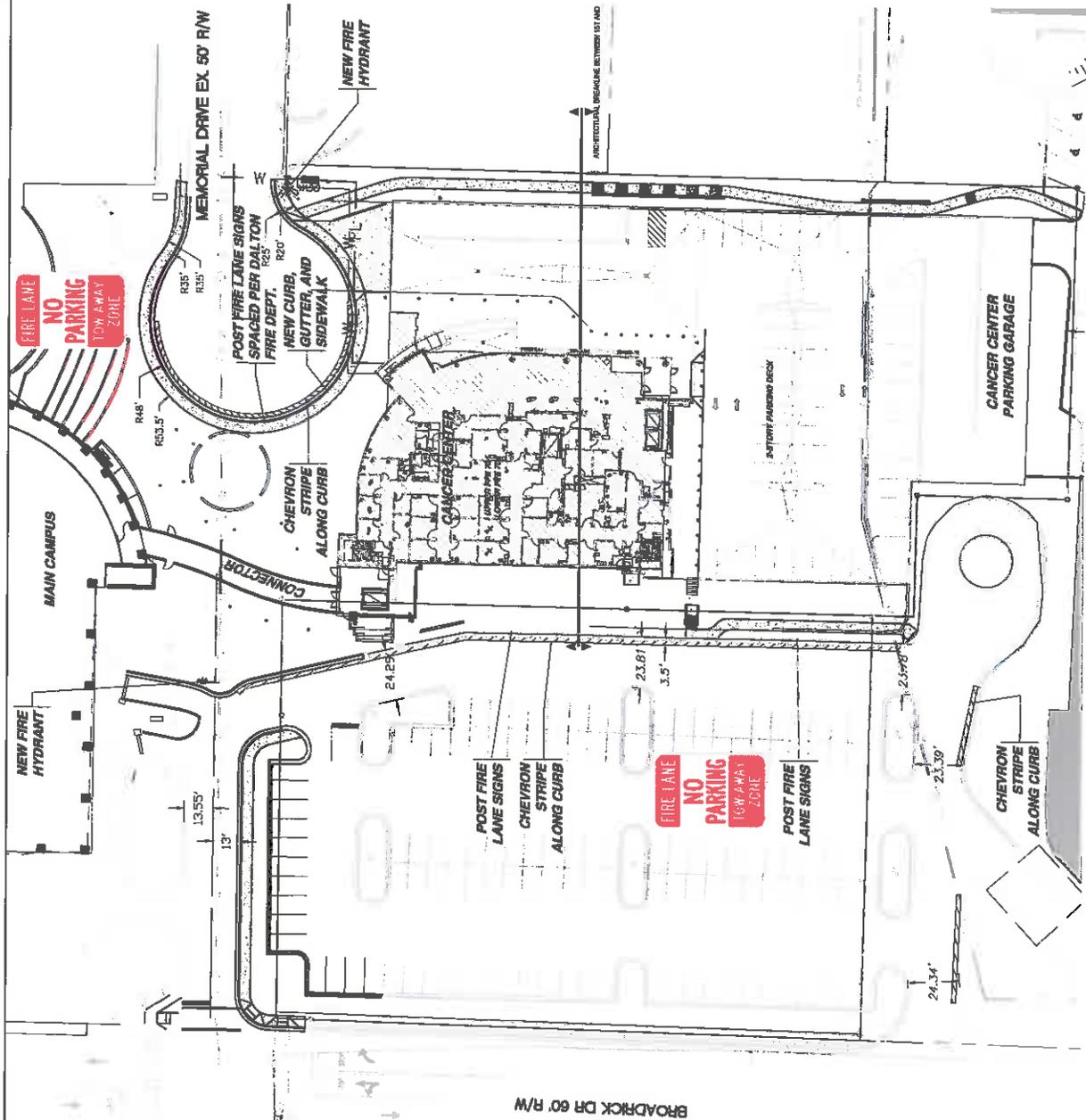
As always, call if there are any questions or comments.

Sincerely,

**EARL SWENSSON ASSOCIATES, INC.**  
richard I. miller, architect

Al Bronner, AIA

cc: Justin Roark, ESa  
Dan Maxwell, APM  
Sandy McKenzie, HH  
Paul Celia, HH  
Hunter Daniel, EE  
Jimmy Hobbs, EE



# HAMILTON CANCER INSTITUTE

## RIGHT OF WAY CLOSURE EXHIBIT

REV 1 DATE 9-9-2007  
 EXISTING UTILITIES WILL BE PROTECTED OR REROUTED AS REQUIRED



Scale 1" = 50'

MAA CIVIL CONTACT: JOSEPH PARKS, PE  
 DIRECT LINE: 423-664-1482

**March Adams & Associates, Inc.**  
 Consulting Engineers  
 310 Dobbins Ave.  
 P.O. Box 3689  
 Harrisburg, Tennessee 37044  
 PH: (423) 664-1482

# HAMILTON CANCER INSTITUTE

## SOUTH PARKING ACCESS EXHIBIT

REV 1 DATE 9-09-2007  
REV 2 DATE 3-08-2007

**FIRE LANE**  
**NO PARKING**  
**TOW AWAY ZONE**

**POST FIRE LANE SIGNS & CHEVRON STRIPE PER DALTON F.D. REQUIREMENTS**

ELKWOOD DRIVE

**FIRE LANE**  
**NO PARKING**  
**TOW AWAY ZONE**

**POST FIRE LANE SIGNS & CHEVRON STRIPE PER DALTON F.D. REQUIREMENTS**

CANCER CENTER PARKING GARAGE

NEW MEDIAN W/ MOUNTABLE CURB & FIRE HYDRANT

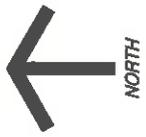
STRIPE END ISLAND

POST FIRE LANE SIGNS  
CHEVRON STRIPE ALONG CURB

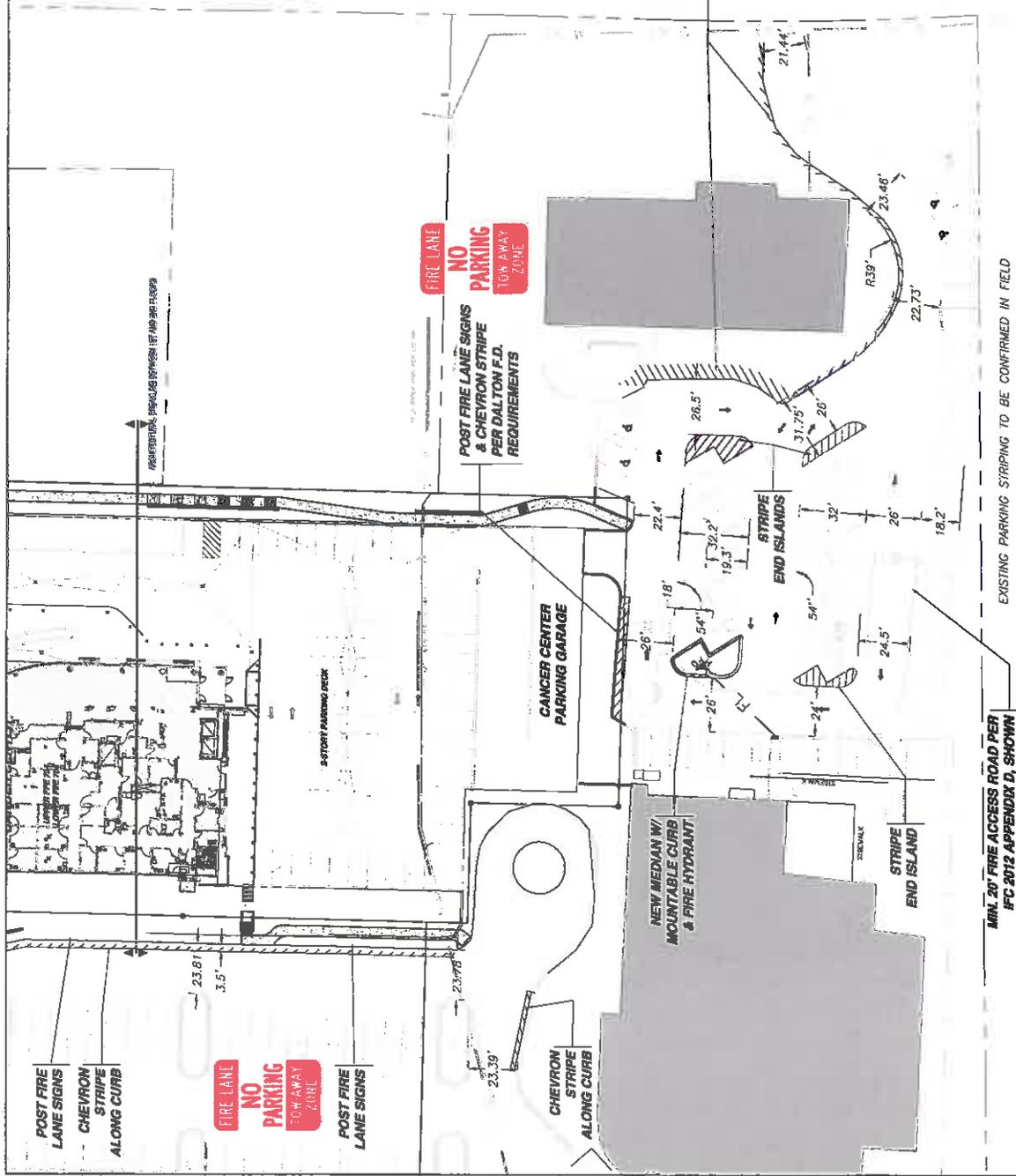
**FIRE LANE**  
**NO PARKING**  
**TOW AWAY ZONE**

POST FIRE LANE SIGNS

CHEVRON STRIPE ALONG CURB



MAA CIVIL CONTACT: JOSEPH PARKS, PE  
DIRECT LINE: 423-664-1482



EXISTING PARKING STRIPING TO BE CONFIRMED IN FIELD

MIN. 20' FIRE ACCESS ROAD PER IFC 2012 APPENDIX D, SHOWN FOR REFERENCE ONLY

DALTON PUBLIC WORKS DEPT.  
Benny Dunn, Director

P.O. Box 1205  
Dalton, GA 30722-1205  
Ph: 706-278-7077  
Fax: 706-278-1847  
bdunn@cityofdalton-ga.gov



MAYOR  
DENNIS MOCK

CITY COUNCIL  
DENISE A. WOOD  
WILLIAM T. O'GWIN  
GARY CREWS  
TYREE GOODLETT

**DATE:** March 6, 2017

**TO:** Kimberley Witherow, Administration Department

**SUBJECT:** Street Closing/Quitclaim Request  
Hamilton Medical Center for Portion of Memorial Drive

Please be advised that the Public Works Department has no objections to the proposed closing of a portion of the subject street as described in your correspondence dated March 3, 2017 provided the following conditions are met:

- (1). Tract 2, 3 & 4, as noted on Survey Plat dated 02/21/2017, are dedicated as Right-of-Way to the City.
- (2). Hamilton Medical Center will construct a cul-de-sac at the east end of the street closure to accommodate vehicle turn-arounds.

A handwritten signature in blue ink that reads "Benny J. Dunn".

Benny J. Dunn  
Public Works Director

**Jason Parker**  
Chief of Police  
[jparker@cityofdalton-ga.gov](mailto:jparker@cityofdalton-ga.gov)  
[www.daltonpdblog.org](http://www.daltonpdblog.org)  
[www.cityofdalton-ga.gov/police](http://www.cityofdalton-ga.gov/police)



**Public Safety Commission**

Terry Mathis  
Keith Whitworth  
Bill Weaver  
Kenneth E. Willis  
Carlos Calderin

**DALTON POLICE DEPARTMENT**

301 Jones Street, Dalton, Georgia 30720  
Phone: 706-278-9085 • Fax: 706-272-7905

March 10, 2017

Kimberly Witherow  
City of Dalton  
300 West Waugh Street  
Dalton GA 30720

Dear Kimberly,

We reviewed the street closing/quit claim request from Hamilton Medical Center for a portion of Memorial Drive. As requested, this change would not cause a problem with public safety, or delivery of law enforcement services to the area.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "JP", is written over the typed name "Jason Parker".

Jason Parker  
Chief of Police

fp



## ADMINISTRATION

P.O. Box 1205 Dalton, GA 30722-1205  
Phone: 706-278-9500 Fax: 706-278-8245

**TO: SUSY TALLEY - DAILY CITIZEN NEWS LEGAL AD DEPARTMENT**  
**FROM: KIMBERLEY WITHEROW**  
**DATE: MARCH 1, 2017**

### PUBLIC NOTICE

Notice is hereby given that the Mayor and Council of the City of Dalton will consider the vacating and abandonment of its interest, if any, to that portion of Memorial Drive, lying and being in Land Lot No. 183 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and running through the lands of Hamilton Medical Center, Inc. All persons having any objections to the vacating and abandonment of said property are hereby notified to be present and make known such objections at the Mayor and Council Meetings to be held on March 20, 2017 and April 3, 2017 at 6:00 p.m. at Dalton City Hall, 300 W. Waugh St., Dalton, GA.

### DATES AD TO RUN IN PAPER:

Friday, March 3, 2017

Friday, March 10, 2017

## **105 Public Notices**

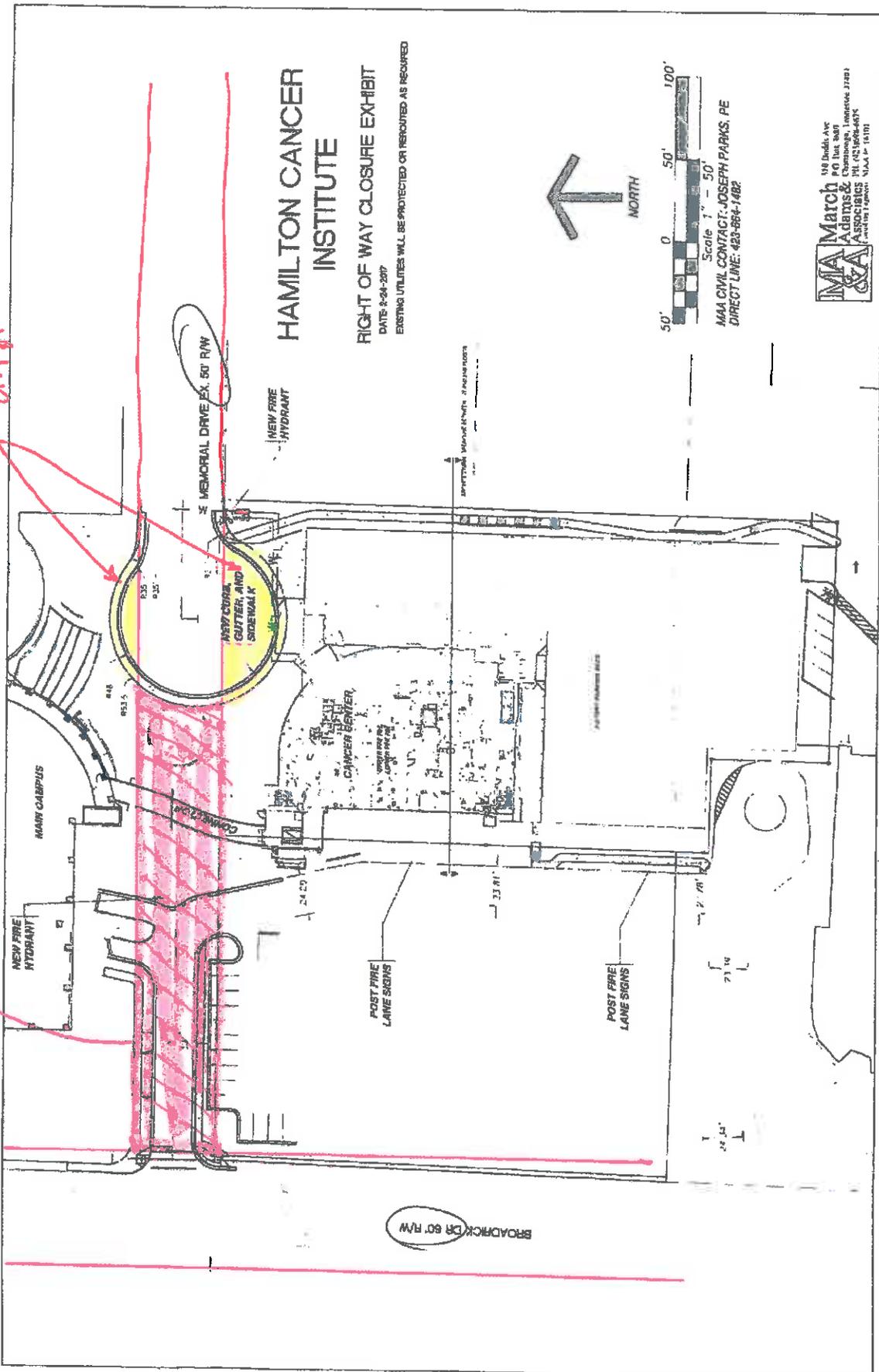
### **PUBLIC NOTICE**

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03/03 03/10

*to be closed*  
*perform*

*Company of call dept - 500.*  
*dept of public works*



# HAMILTON CANCER INSTITUTE

RIGHT OF WAY CLOSURE EXHIBIT  
DATE: 8-24-2017  
EXISTING UTILITIES WILL BE PROTECTED OR REROUTED AS REQUIRED







ENTRY VIEW 1

**ESa** | HAMILTON CANCER INSTITUTE  
FOURTH FLOOR SHELL AND ON GRADE CONNECTOR - UPDATED  
Dalton, GA • 15068.00 • 02/19/17





ENTRY VIEW 2



VIEW LOOKING EAST ON MEMORIAL DRIVE



BIRD'S EYE VIEW LOOKING WEST ON MEMORIAL DRIVE



BIRD'S EYE VIEW LOOKING EAST ON MEMORIAL DRIVE



ENTRY VIEW 1



ENTRY VIEW 2



VIEW LOOKING EAST ON MEMORIAL DRIVE



VIEW LOOKING WEST ON MEMORIAL DRIVE