



**MAYOR AND COUNCIL MEETING
MONDAY, MAY 1, 2017
6:00 P.M.
DALTON CITY HALL**

A G E N D A

WORK SESSION - 5:15 P.M. - 3RD FLOOR CONFERENCE ROOM

1. Review of Agenda

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

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Commentary: *(Please state Name and Address for the Record)*
5. Minutes: Work Session and Regular Meeting of April 17, 2017
6. New Business:
 - A. Public Safety Commission Recommendations:
 - Two (2) New 2017 Alcohol Beverage Applications
 - B. Dalton-Whitfield Planning Commission Recommendations:
 - Request of JFP Properties to rezone a tract of land at the corner of W. Park St. and N. Selvidge St. from Heavy Manufacturing (M-2) to Rural Residential (R-5).
 - Request of Martin Ortega to rezone a tract of land at 100 Easterling St. from Heavy Manufacturing (M-2) to Rural Residential (R-5).
 - C. Resolution 17-05
Resolution Authorizing Transmission Assets Exchange
 - D. Resolution 17-06
Resolution Authorizing the Acceptance of an Assignment of Utility Easements
 - E. Renewal of Spectra Flooring Contract for 300 W. Waugh Street.
 - F. Contract with Zambelli Fireworks Manufacturing Co. for Independence Day Fireworks Display.
 - G. Real Property Lease with Girl Scouts of Greater Atlanta, Inc.
 - H. Dalton Recreation Commission Recommendation for Haig Mill Lake Project.

-Continued-

I. Appointments:

- Confirmation and Appointment of Todd Pangle as City of Dalton Fire Chief
- Appointment of Todd Pangle to the Whitfield County Emergency Medical Service Quality Review Committee (EMSQRC) for a 2-year term.

7. Supplemental Business

8. Adjournment

To view this meeting on-line, please visit our website at www.cityofdalton-ga.gov

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
APRIL 17, 2017

The Mayor and Council held a Work Session this evening at 5:36 p.m. in the 3rd Floor Conference Room of City Hall. Present were Mayor Dennis Mock, Aldermen Denise Wood, Tyree Goodlett, Tate O'Gwin and Gary Crews and City Attorney James Bisson and several department heads.

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

ADJOURNMENT

There being no further business to come before the Mayor and Council, the Work Session was Adjourned at 5:30 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
APRIL 17, 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 April 3, 2017. On the motion of Alderman Wood, second Alderman Goodlett, the minutes were approved as written and adopted.

PRESENTATIONS

The following presentations were made:

Membership Certificate United Daughters Of The Confederacy

Dr. Barbara Jones Glaze, Great Grand Daughters Club was presented the Membership Certificate United Daughters Of The Confederacy.

Presentation In Recognition Of Community Support

Dalton High School JROTC presented the Recognition Of Community Support to Mayor Mock.

PROFESSIONAL SERVICES AGREEMENT WITH BARGE, WAGGONER, SUMNER AND CANNON, INC.,

On the motion of Alderman Goodlett, second Alderman Crews, the Mayor and Council approved the Professional Services Agreement with Barge, Waggoner, Sumner and Cannon, Inc., for Planning and Engineering Services at Dalton Municipal Airport. The vote was unanimous in favor.

FY-2016 BUDGET AMENDMENT #5

On the motion of Alderman Wood, second Alderman Goodlett, the Mayor and Council approved FY-2016 Budget Amendment #5 as follows:

General Fund

1. Record funds from HMT fund and excess Utility transfer offset by sales tax shortfall.
2. Additional funds needed for fuel truck purchase.
3. Payment to Crawford Street Properties
4. Budget amendments approved and not utilized. Redirected to cover budgets that were exceeded or new budget line items.
5. Line items that exceeded budgets.

FY-2016 BUDGET AMENDMENT #5

Continued

2015 Capital Projects (Splost Bonded)

1. To record interest earned and bank fees paid.

2015 Capital Projects (Splost Pay Go)

1. To record interest earned and bank fees paid.

2007 TSPLOST

1. To adjust to reflect actual revenues and expenditures.

Hotel Motel Tax Fund

1. To adjust to reflect actual revenues and expenditures.

The vote was unanimous in favor.

FY 2017-2018 CDBG FUNDING APPLICATIONS SUMMARY

The Mayor and Council reviewed the FY 2017-2018 CDBG Funding Applications Summary. On the motion of Alderman Wood, second Alderman O'Gwin the summary was approved for submission. The vote was unanimous in favor.

FIRE CHIEF BRUCE SATTERFIELD

The Mayor and Council recognized Fire Chief Bruce Satterfield. Satterfield will retire from the City of Dalton April 28, 2017 after 37 years of employment.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:09 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

2017 ALCOHOL BEVERAGE RENEWAL APPLICATIONS

PSC TUESDAY APRIL 25, 2017

M&C MONDAY MAY 1, 2017

(2) ALCOHOL APPLICATION APPROVALS

Business Owner: Cruz Gardea, LLC
d/b/a: Mini Super Cruz
Applicant: Juana Gabriela Gardea
Business Address: 616 4th Ave Suite #6
Type: Package Beer
Disposition: New

Business Owner: Oaks Drive Food Mart, LLC
d/b/a: Chevron Food Mart
Applicant: Oaks Drive Food Mart, LLC
Business Address: 100 North Oaks Dr.
Type: Package Beer, Wine
Disposition: New

**DALTON-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720**

MEMORANDUM

TO: Mayor and Council
Kim Witherow
Bernadette Chattam
Jim Bisson

FROM: Todd Gavin
Chairman

DATE: April 27, 2017

SUBJECT: The request of JFP Properties to rezone a tract of land located at the corner of W. Park St. and N. Selvidge St. from Heavy Manufacturing (M-2) to Rural Residential (R-5) (City)

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on April 24, 2017 at 7:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of six (6) Planning Commission members was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Fernando Paniagua, the property owner.

Public Hearing:

Mr. Calhoun began the public hearing with opening remarks to orient the members to the property, referring to maps in the staff analysis. He highlighted that the staff analysis was favorable to the rezoning request by stating the reasons noted in the staff analysis. Chairman Gavin verified that adjacent properties to the north, east, and west of the subject property were all developed and utilized residentially.

Fernando Paniagua, the petitioner, addressed questions from the Planning Commission where he stated his intent to build single family detached dwellings to sell or rent.

With no other comments heard for or against this public hearing closed 7:57p.m.

Recommendation:

Chairman Gavin sought a motion on the requested R-5 rezoning request. **Mr. Lidderdale made a motion to recommend approval of the R-5 rezoning based on his agreement with the content of the staff analysis, and his motion was seconded by Mr. DeLay. A recommendation to approve the R-5 rezoning passed unanimously 5-0.**

(The staff analysis is attached.)

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: JFP Properties is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) three tracts of land (parcels 12-181-07-021, 12-181-06-020, 12-181-06-050) containing 0.25 acres. The tract is currently vacant. The rezoning request to R-5 is sought to serve a single purpose on the site: A single family detached residence.

The surrounding uses and zoning are as follows: 1) To the north, are several single family detached dwellings also located within an R-5 zone district each occupying a tracts similar in size to the subject property. 2) To the east is a lot approximately half the size of the subject property containing another single family detached dwelling and occupying the same M-2 zone district as the subject property. 3) To the south is a .75 acre tract occupied by an industrial structure within the same M-2 zone district as the subject property. 4) To the west, are more single family detached dwellings occupying a Medium Density Single Family Residential Zone district R-3. All in all, a review of the zoning map in color shows the subject property to be at the intersection of R-3, R-5, and M-2 zone districts.

The subject property is within the jurisdiction of the Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

When one observes this area from the aerial perspective it is clear that the use of land throughout the area is a convergence of two very different land uses. Many homes in this vicinity were constructed nearly a century ago during a period when industrial mills would construct employee housing, recreation, and commercial stores all within walking distance from the mills location. The city's previous "pyramid style" zoning ordinance permitted all uses within the M-2 zone meaning that the currently non-conforming residential tracts within M-2 were, at one time, legal conforming uses. It is not so uncommon to find entire neighborhoods surrounded by or integrated with industrial structures within both the city and county due to historic practices and ordinances. That being said it is evident that the subject property is located on the fringe of a mill village. The vacant subject property is now proposed to transition to a single family detached dwelling. The subject property both currently occupies and abuts an M-2 zone district on two sides where one of these adjacent tracts is a non-conforming residence. The

nearest R-5 zone district is just across W. Park Street from the subject property's northern border. In Dalton's adopted 2012 Urban Redevelopment Plan the subject property is located within the Crown Mill district where the lack of buffers between industry and residences was found to be an issue. By rezoning the subject property R-5 this issue would be somewhat mitigated by reducing the total number of residential tracts adjacent to the industrial tracts. The limited size of the subject property is also not very attractive for typical uses permitted within the M-2 zone district and would likely need to be combined with adjacent properties in order to be suitable for a typical M-2 use.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

The R-5 zone is a far less intensive zone district than the existing M-2. There is, however, the issue that if the subject property were rezoned R-5 then the adjacent tracts zoned and developed M-2 would be burdened with a thirty foot buffer requirement if new industrial structures were ever constructed to replace the existing ones or if existing structures seek to expand. Although when observing the current uses of adjacent and nearby properties it is evident that both conforming and non-conforming residential use is most common in respect to the subject property.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

The subject property has not been developed with a use currently permitted within M-2 likely due to its limited size. With this in consideration it is also likely that the subject property, unless combined with adjacent tracts, would continue to remain unimproved and vacant if left zoned M-2.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

As stated previously the surrounding M-2 zone allows a wide open list of industrial and manufacturing uses that generate commercial traffic, loud noise, and lack any resemblance to residential character or quality of life, other than a short commute for those neighbors employed at a nearby manufacturing facility. The proposed rezoning of the subject property would reduce the industrial impact on the adjacent residences and enlarge an existing neighborhood.

(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or

other utilities, as contrasted with the impact under the existing zoning.

There would be no burden on infrastructure or utilities created by rezoning the subject property R-5 due to the drastic reduction of intense permitted uses. It is worth noting that if left M-2 the subject property could be developed for a use that increases commercial traffic in a predominantly residential area. The subject property will be served by public water and sewer from Dalton Utilities.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Future Development Map designates this area as an "Industrial" character area. The subject property is included in the projected boundary, which would propose the location of low and high intensity manufacturing, wholesale trade, distribution, assembly, processing, and similar uses that may or may not generate excessive noise, particulate matter, vibration, smoke, dust, gas, fumes, odors, radiation, or other nuisance characteristics. A goal of this character area is to allow opportunities to expand this base while also accommodating new businesses. This planner believes that the Industrial character area's boundary was inappropriately drawn at this location based on the consistency of residentially developed properties and that the adjacent Town Neighborhood Revitalization character area would have been a better fit.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

Based on adjacent land uses and zones this request is neither a spot zone nor an entering wedge.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

N/A

CONCLUSION:

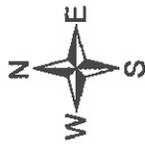
The staff can provide a recommendation for the R-5 zone at this location:

- 1) The main reason for this recommendation is that by rezoning the subject property to R-5 it would reflect the majority of the adjacent property's zoning land use;
- 2) The second reason is that the City's 2012 Urban Redevelopment Plan clearly states that residences adjacent to industrial structures has, and will continue to be, an issue in this area. This plan also states that this issue could be addressed by zoning measures that would reverse the blending of industrial and residential properties and create buffers to clearly separate these districts and uses.
- 3) The R-5 request would not be in conformity with the Comprehensive Plan Future Development map, but the majority of developed properties at this location are in conflict with the subject property's existing zoning as well as the Comprehensive plan's Industrial character area boundary at this location.

**JFP Properties Group Rezoning Request
M-2, Heavy Industrial**

to

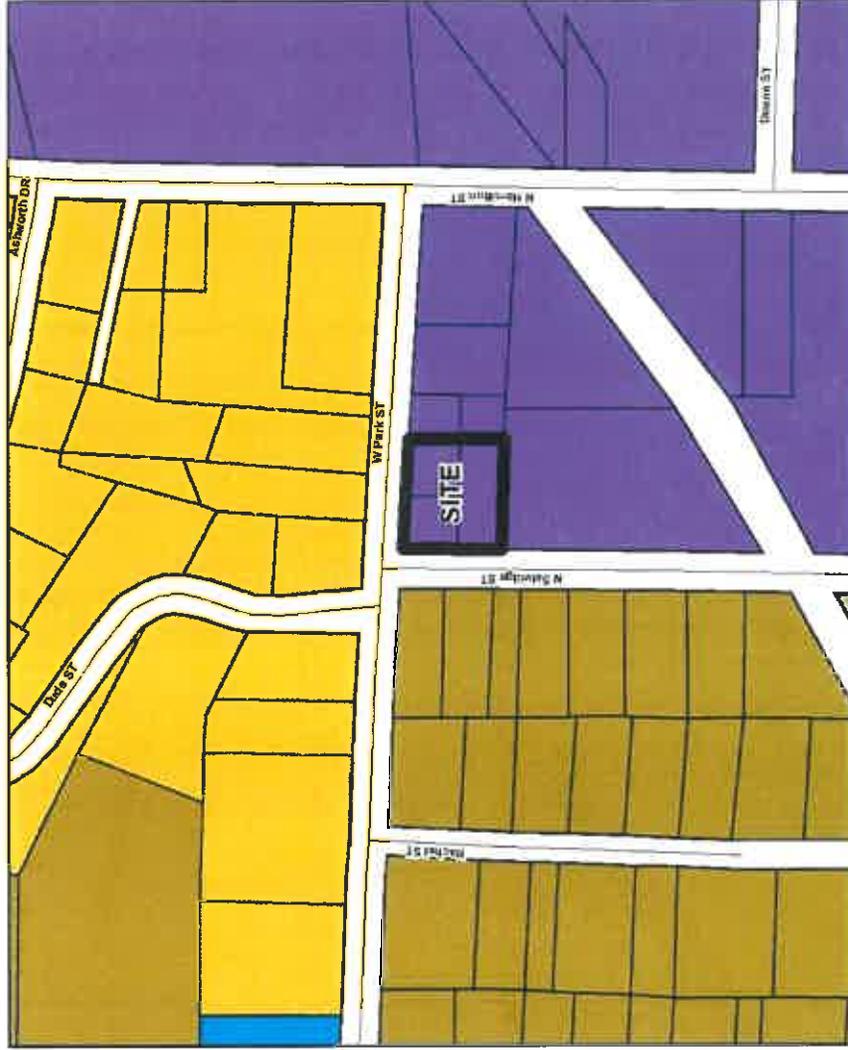
**R-5, Rural Residential
City of Dalton Jurisdiction**



ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  Heavy Manufacturing (M-2)

**Feet
100**



**JFP Properties Group Rezoning Request
M-2, Heavy Industrial
to
R-5, Rural Residential
City of Dalton Jurisdiction**



FUTURE DEVELOPMENT MAP

	Industrial
	Preserve
	Town Neighborhood Revitalization

Feet
100



**JFP Properties Group Rezoning Request
M-2, Heavy Industrial
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**Feet
100**



12-181-06-021
12-181-06-020
12-181-06-050

FOR OFFICE USE ONLY:
DATE RECEIVED: 3/22/2017

ACTION BY THE GOVERNING AUTHORITY:
APPROVED: _____ DISAPPROVED: _____

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: ✓
Varnell: _____
Whitfield Co: _____

Fee: \$200
Make check payable to: DALTON-WHITFIELD ZONING

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: JFP Properties Group Telephone: 706-264-7562

Mailing Address: 114 Paddle Wheel Court Cohutta, GA 30710

Email: FernandoPaniagua1992@gmail.com

Address of Property to be Rezoned: West Park Street And North Selvidge Street

Amendment to: Zoning Map * Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: .07, .07, .11 acres; 10,700 square feet

Existing Zone Classification: (M-2) Heavy Manufacturing

Proposed Zone Classification: Single Family Residential

Present Use of Property: Currently Vacant Lot(s) Zoned: M-2

Proposed Use of Property: Single Family Residential R-5

If multi-family, total number of units: N/A
Average size of unit (optional): N/A square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

Include on separate sheets a legal description of the property and a map of the property showing:

- a) Actual dimensions of property
- b) Location and type of existing structures
- c) Zone and land use of surrounding property

I hereby certify that the above information is true and correct.

Signed: [Signature]

Date: 3-21-17

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

(describe parcel or parcels of interest and percentage of interest)

Parcel Number: 12-181-06-021

Parcel Number: 12-181-06-020

Parcel Number: 12-181-06-050

I appoint Fernando Paragua my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Owner

[Signature] Principal

Sworn to and subscribed before me, this 22 day of MARCH, 2017

[Signature]
Notary Public

(SEAL)



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 3-21-17

Does any member of the Planning Commission or applicable governing authority have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

(yes or no) No

If so, describe the nature and extent of such interest:

N/A

Does any member of the Planning Commission or applicable governing authority have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten (10) percent or more) in a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

(yes or no) No

If so, describe the nature and extent of such interest:

N/A

1
If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

2
Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) No

If so, describe the relationship and the nature and extent of such interest:

N/A

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 21st day of March, 2017.



Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 67A shall be guilty of a misdemeanor.]

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS
BY APPLICANT***
(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 3-21-17

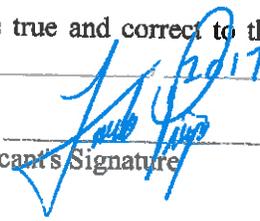
Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No) No

If so, the applicant and the attorney or other person representing the applicant must file a disclosure report with the appropriate governing authority Board or Council within ten (10) days after this application is first filed. The following information will be considered as the required disclosure:

- 1) List the name and official position of the governing authority member or Planning Commission member; 2) the dollar amount and date of each applicable campaign contribution; and 3) an enumeration and description of each gift having a value of \$250 or more.

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 21st day of March 2017.



Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 76A shall be guilty of a misdemeanor.]

* Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Deed Doc: WD
Recorded 02/03/2017 04:38PM
Georgia Transfer Tax Paid . \$17.00
MELICA HENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06465 Pg 0208

✓ Please return to
W Lane Haley PC
616 S Glenswood Avenue #106
Dalton GA 30701
File # 0117REC009
STATE OF GEORGIA
COUNTY OF WHITFIELD

Pre-000211
do GA# 1014

LIMITED WARRANTY DEED

THIS INDENTURE made this 30th day of January, 2017 between
MIGUEL S. AGUILAR
as party or parties of the first part, hereinafter called Grantor, and
JFP PROPERTIES GROUP, LLC
as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits)
WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien convey and confirm unto the said Grantee, the following described property
All that tract or parcel of land lying and being in the City of Dalton in Land Lot 181 of the 12th District and 3rd Section of Whitfield County, Georgia and being Lots 33,34,35, and 36 of Liddell Subdivision as per plat recorded in Plat Book 6, Page 541, Whitfield County, Georgia records.

Less and Except the east 57 feet of said lots, fronting 57 feet on Park Street formerly known as Rachel Street, and running back south 100 feet more or less to the south line of Lot 36 conveyed to Luis Arroyo Agüero and Maria Elena Aguilar by deed recorded in Deed Book 5717 Page 117, Whitfield County, Georgia records
Subject to easements, restrictions, covenants, agreements, and matters affecting subject property

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE

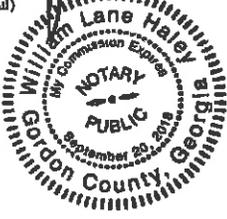
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written

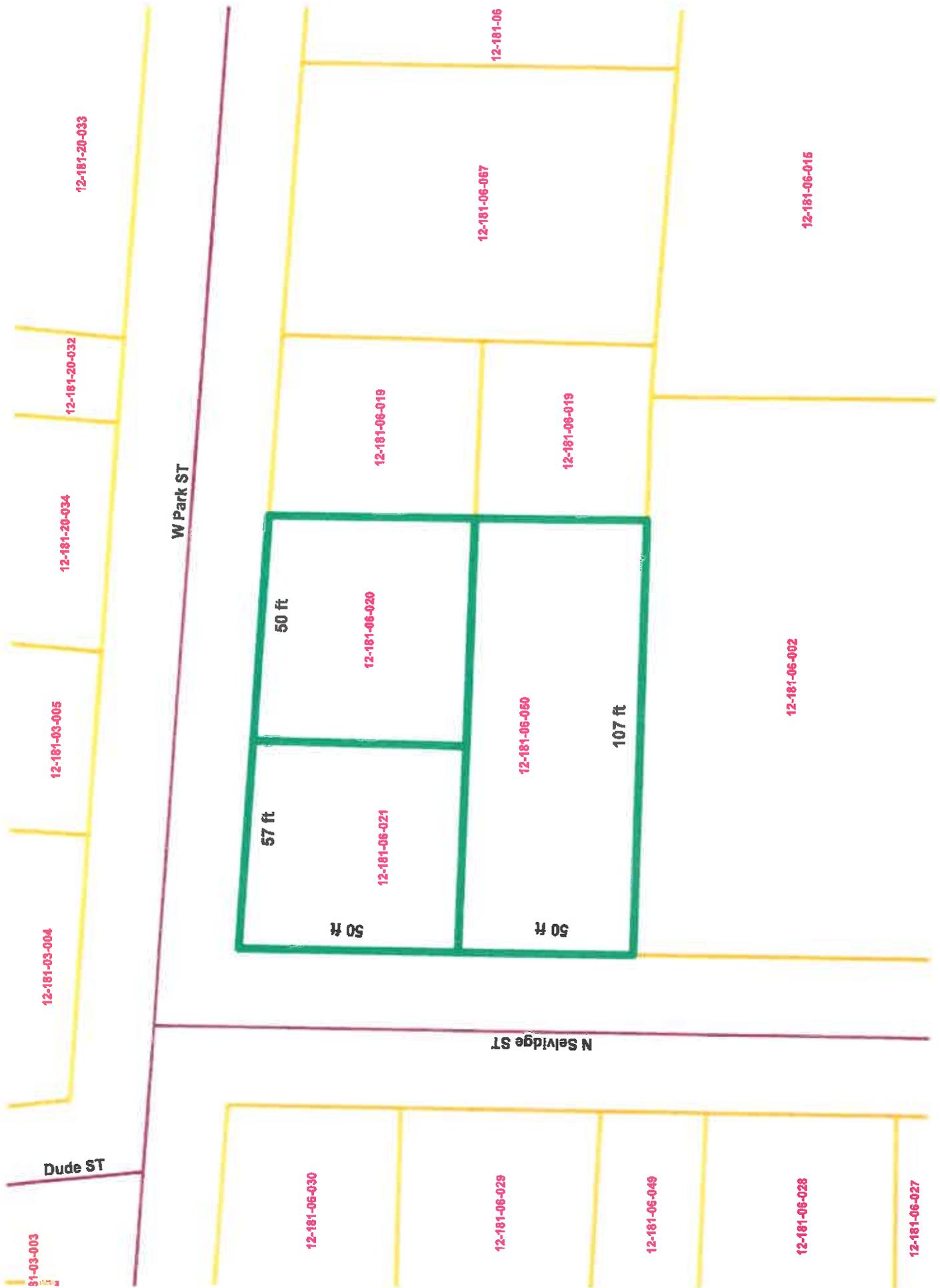
Signed, sealed and delivered in the presence of

[Signature]
Witness

[Signature]
Notary Public
My commission expires
(Notary Seal)



[Signature] AIF (Seal)
Miguel S. Aguilar by Magdalena Aguilar
as Attorney in fact (Seal)



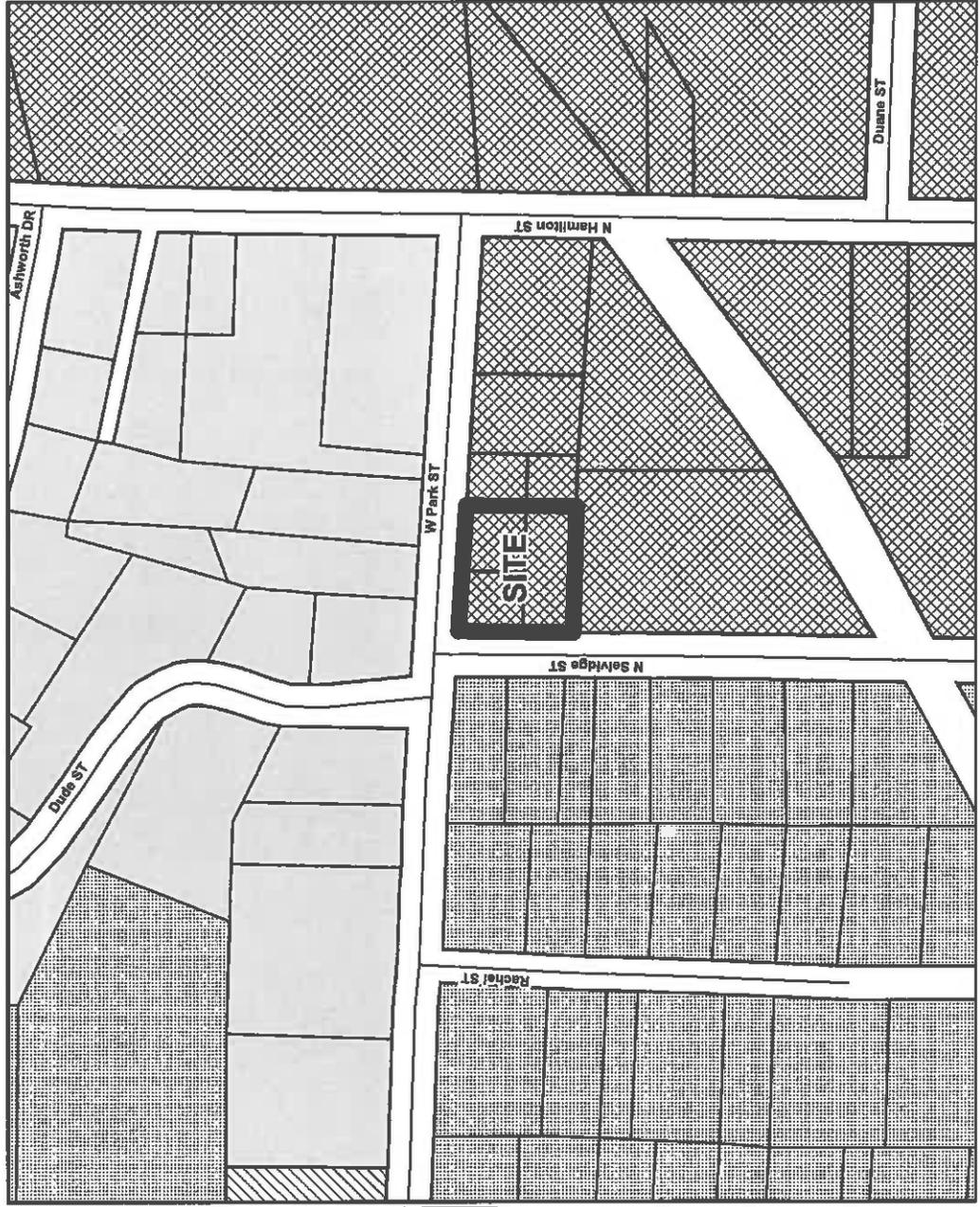
JFP Properties Group Rezoning Request M-2, Heavy Industrial to R-5, Rural Residential City of Dalton Jurisdiction



ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  Heavy Manufacturing (M-2)

Feet
100



DALTON-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: Mayor and Council
Kim Witherow
Bernadette Chattam
Jim Bisson

FROM: Todd Gavin
Chairman

DATE: April 27, 2017

SUBJECT: The request of Martin Ortega to rezone a tract of land located at 100 Easterling St. from Heavy Manufacturing (M-2) to Rural Residential (R-5). *(City)*

The most recent meeting of the Dalton-Whitfield County Planning Commission was held on April 24, 2017 at 7:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of six (6) Planning Commission members was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Martin Ortega, the property owner.

Public Hearing:

Mr. Calhoun began the public hearing with opening remarks to orient the members to the property, referring to maps in the staff analysis. He highlighted that the staff analysis was not favorable to the rezoning request by stating the reasons noted in the staff analysis.

Martin Ortega, the petitioner, stated his ownership of the subject property has spanned over twenty years and that his intention is to construct one single family detached dwelling, facing Easterling Street, to occupy as his primary residence. Some discussion occurred regarding the commercial cargo trailer occupying the subject property where the Planning Commission determined the property was not being used for trailer parking and that the trailer was for Mr. Ortega's personal storage. Mr. Ortega also stated that the previous structure on the site had been condemned by the City of Dalton and since demolished. Discussion then occurred addressing the limited size of the subject property.

Keith Barnell, the petitioner's employer, supported the request by noting the difficulty of redeveloping residential lots into commercial uses and believed the area would likely redevelop residentially based on the nearby schools and city recreation department.

Henry Tharpe, power of attorney for Jan Pourquoi, stated his client was opposed to the R-5 rezoning of the subject property based on the potential threat of increased buffers and setbacks as well preventing the expansion of his adjacent industrial structure. Chairman Gavin clarified that if Mr. Pourquoi's industrial structure is damaged then it can be rebuilt on the existing footprint. Mr. Tharpe also noted

the consistency of conforming industrial structures surrounding the subject property. Some discussion occurred regarding the number of contiguous tracts currently owned by Mr. Pourquoi adjacent to the subject property.

With no other comments heard for or against this hearing closed at approximately 8:18p.m.

Recommendation:

Chairman Gavin sought a motion on the requested R-5 rezoning request. **Ms. Mathis made a motion to approve the R-5 request based on her agreement with the comprehensive plan future development map's neighborhood revitalization character area, and her motion was seconded by Mr. Minor. A recommendation to approve the R-5 rezoning passed unanimously 5-0.**

(The staff analysis is attached.)

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Martin Ortega is seeking to rezone from Heavy Manufacturing (C-2) to Rural Residential (R-5) a tract of land (parcel 12-218-07-012) containing 0.21 acres. The tract is currently vacant. The rezoning request to R-5 is sought to serve a single purpose on the site: A single family detached residence.

The surrounding uses and zoning are as follows: 1) To the north, is a conventional single family detached dwelling also located within the same M-2 zone district as the proposed rezoning tract meaning it is currently a nonconforming use. 2) To the east is a half acre lot almost entirely covered by a commercial/industrial structure also zoned M-2. 3) To the south is a tract just under four acres also occupied by a large industrial structure occupying the same M-2 zone district as the previously mentioned tracts. 4) To the west is a .83 acre tract occupied by another industrial type structure within the same M-2 district as all previously mentioned tracts. All in all, a review of the zoning map in color shows the subject property to be entirely surrounded by M-2 Heavy Manufacturing tracts where only one of said tracts is developed residentially.

The subject property is within the jurisdiction of the Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

When one observes this area from the aerial perspective it is clear that the use of land throughout the area is inconsistent varying from single family detached dwellings to large industrial and manufacturing businesses. One will also note the nearby school and city recreation department. This broad range of development is due to the design of the city's previous "pyramid style" zoning ordinance where all uses were permitted within the M-2 zone. This meant that, as long as building codes were met, anything could be constructed within the M-2 zone which created areas of un-planned random uses. This unplanned and inappropriate mix of industrial and residential property is an example of a system found to be ineffective for this very reason. The vacant subject property is now proposed to transition to a single family detached dwelling. The subject property is entirely surrounded by an M-2 zone district with only one non-conforming adjacent tract developed residentially. The nearest R-5 zone district is over one hundred feet from the subject property's northwestern edge. In Dalton's adopted 2012 Urban Redevelopment Plan the subject property is located within the East Dalton district

where the random mix of industry and residences was found to be an issue. Allowing the construction of a residence upon the subject property would be exacerbating a noted issue in this area. The limited size of the subject property, however, is not so attractive for typical uses permitted within the M-2 zone district and would likely need to be combined with adjacent properties in order to be suitable for a typical M-2 use.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

The R-5 zone is a far less intensive zone district than the existing M-2. There is, however, the issue that if the subject property were rezoned R-5 then the adjacent tracts zoned and developed M-2 would be burdened with a thirty foot buffer requirement if new industrial structures were ever constructed to replace the existing ones.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

The subject property has not been developed with a use currently permitted within M-2 likely due to its limited size. With this in consideration it is also likely that the subject property, unless combined with adjacent tracts, would continue to remain unimproved and vacant.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

As stated previously the surrounding M-2 zone allows a wide open list of industrial and manufacturing uses that generate commercial traffic, loud noise, and lack any resemblance to residential character or quality of life, other than a short commute for those neighbors employed at a nearby manufacturing facility. The proposed rezoning of the subject property would reduce the industrial potential within the neighborhood and create less conformity with the surrounding properties.

(E) Whether the proposed (M-2) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

There would be no burden on infrastructure or utilities created by rezoning the subject property M-2. Also, the small lot size would likely have minimal impact if left M-2. The subject lot will be served by public water and sewer from Dalton Utilities.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Future Development Map designates this area as a "Town Neighborhood Revitalization" character area also noted in the Dalton Urban Redevelopment Plan (2003). The subject property is included in the projected boundary, which would propose the location of single family residences, town houses, parks, public institutional, mixed use live/work, and neighborhood commercial. Restoration of existing houses to maintain and stabilize existing housing stock is the preferred development in this character area. It also accommodates a mix of housing types and small lot single family residences. This planner believes that the current M-2 at the intersection allows a broader list of industrial uses than the intent of this character area and those uses allowed by R-5 satisfy the intent to a much greater degree.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

In this case, the R-5 zone is near the subject property but not adjacent to it. This would be considered "spot zoning" because the subject property is surrounded by M-2 zoned properties that have an entirely different character and permitted uses than the requested R-5 zone.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

The subject property has remained vacant likely due to its size and location. The limited size of the subject property is too small for most any manufacturing use, and the subject property's adjacency to four industrial structures would likely limit the potential for residential economic value as long as said industrial structures exist.

CONCLUSION: This analysis is a difficult one due to the inconsistent development pattern of the surrounding neighborhood and limitations of the subject property for

conforming development.

The staff cannot provide a recommendation for the R-5 zone at this location:

- 1) The main reason for this recommendation is that by rezoning the subject property to R-5 would not reflect any of the adjacent property's zoning and would essentially result in a "spot zone";
- 2) The second reason is that the City's 2012 Urban Redevelopment Plan clearly states that residences adjacent to industrial structures has, and will continue to be, an issue in this area. This plan also states that this issue could be addressed by zoning measures that would reverse the random blending of industrial and residential properties and create a clear separation of these districts and uses.
- 3) The R-5 request would be in conformity with the Comprehensive Plan and Future Development map, but the majority of developed properties at this location are in conflict with this request as well as the Comprehensive plan's map.

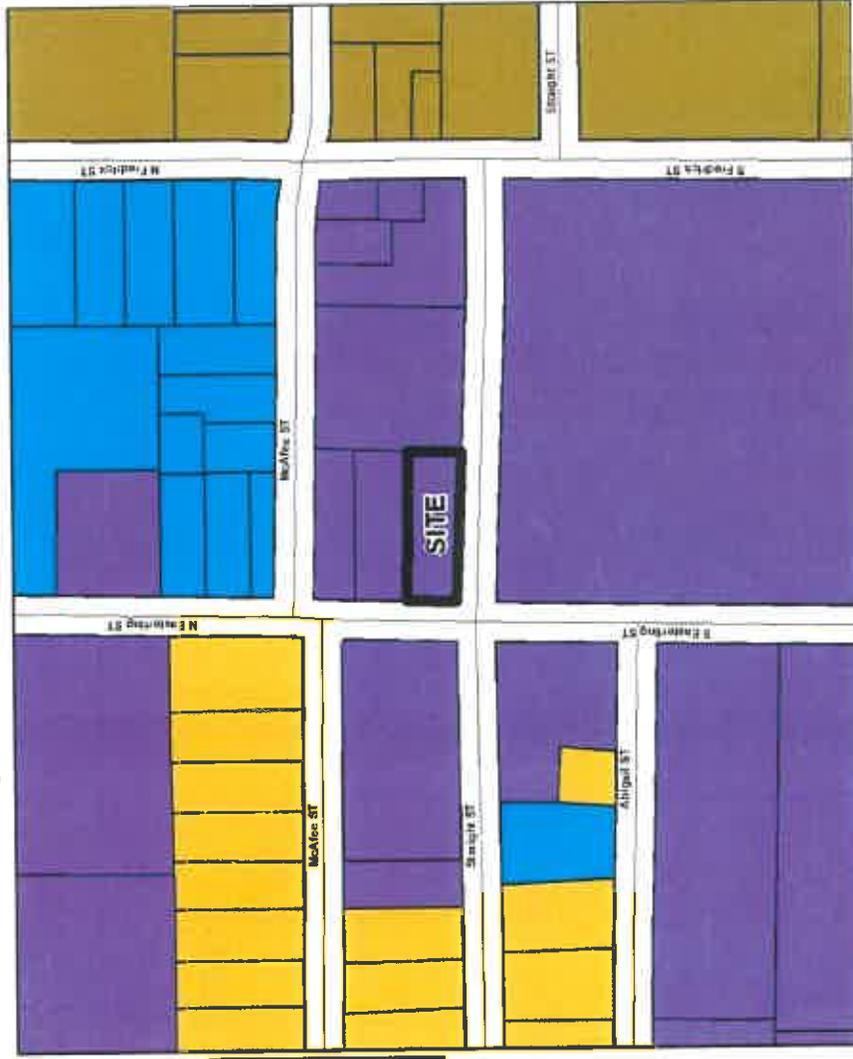
**Martin Ortega Rezoning Request
M-2, Heavy Industrial
to
R-5, Rural Residential
City of Dalton Jurisdiction**



ZONING

	Medium Density Single Family Residential (R-3)
	Rural Residential (R-5)
	High Density Residential (R-7)
	Heavy Manufacturing (M-2)

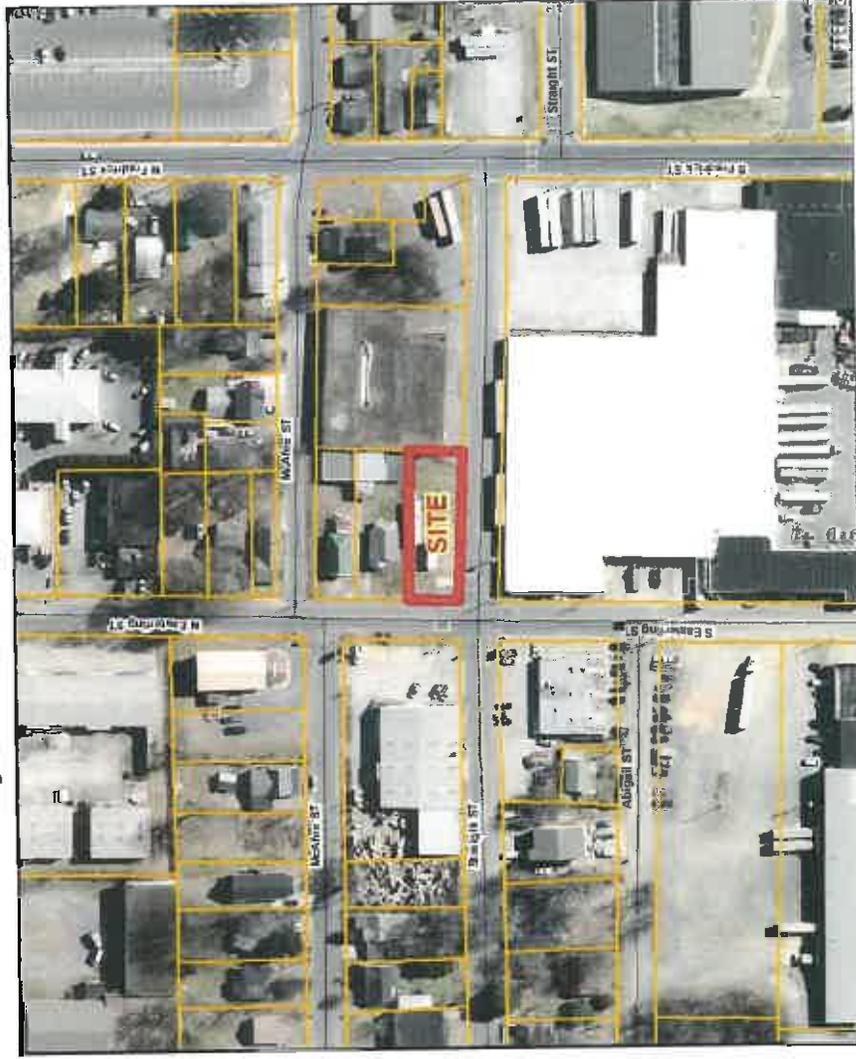
**Feet
100**

**Martin Ortega Rezoning Request
M-2, Heavy Industrial
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**Feet
100**



**Martin Ortega Rezoning Request
M-2, Heavy Industrial
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**Feet
200**



12-218-17-012

FOR OFFICE USE ONLY:
DATE RECEIVED: 3/23/2017

ACTION BY THE GOVERNING AUTHORITY:
APPROVED: _____ DISAPPROVED: _____

APPLICATION FOR AMENDMENT OF THE
UNIFIED ZONING ORDINANCE/MAP

Dalton: *
Varnell: _____
Whitfield Co: _____

Fee: \$200
Make check payable to: DALTON-WHITFIELD ZONING

Application is hereby made for amendment of the Unified Zoning Ordinance/Map, and if granted, the applicant agrees to conform to all laws, ordinances and resolutions regulating same.

Name of Applicant: Martin Ortega Telephone: 706-980-7837

Mailing Address: 515 Straight St.

Email: _____

Address of Property to be Rezoned: 100 N. Eastwing St.

Amendment to: Zoning Map * Text Section _____

If an amendment to the Zoning Text, include on separate sheets the proposed amendment.

If an amendment to the Zoning Map, indicate the following:

Size of Property: 0.21 acres; _____ square feet

Existing Zone Classification: Heavy Manufacturing (M-2)

Proposed Zone Classification: Rural Residential (R-5)

Present Use of Property: Vacant lot

Proposed Use of Property: Single family home

If multi-family, total number of units: N/A
Average size of unit (optional): N/A square feet

Preliminary Site plan is required for Special Use and zoning districts of R-6, R-7, MU, and PUD

Include on separate sheets a legal description of the property and a map of the property showing:

- a) Actual dimensions of property
- b) Location and type of existing structures
- c) Zone and land use of surrounding property

I hereby certify that the above information is true and correct.

Signed: Martin Ortega Date: 3/21/17

VERIFICATION

The undersigned is the/an owner of an interest in the lands described in the attached Application for Amendment of the Unified Zoning Ordinance/Map and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

(describe parcel or parcels of interest and percentage of interest)

Martin Ortega 50%
Maria Ortega 50%

I appoint _____
my attorney in fact with full authority, my name, place, and stead, to apply for the zoning amendment set forth in the attached application.

Maria Ortega
Owner Martin Ortega

Sworn to and subscribed
before me, this 21 day
of March, 2017

Faith Hood
Notary Public



1
DISCLOSURE REPORT OF PROPERTY/FINANCIAL INTEREST
2
BY APPLICANT

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 03/21/17

Does any member of the Planning Commission or applicable governing authority have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

(yes or no) no

If so, describe the nature and extent of such interest:

Does any member of the Planning Commission or applicable governing authority have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten (10) percent or more) in a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

(yes or no) no

If so, describe the nature and extent of such interest:

1

If the answer to any of the above is "Yes," then the member of the Planning Commission or applicable governing authority must immediately disclose the nature and extent of such interest, in writing, to the applicable governing authority Board or Council. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

2

Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

**DISCLOSURE REPORT OF CAMPAIGN CONTRIBUTIONS AND GIFTS
BY APPLICANT***

(Required by Title 36, Chapter 67A, O.C.G.A.)

Date of Rezoning Application: 3/21/17

Has the applicant* made, within two (2) years immediately preceding the filing date of this application, campaign contributions aggregating two hundred fifty dollars (\$250) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250) or more to a member or members of the Planning Commission or applicable governing authority who will consider this application?

(Yes or No)

If so, the applicant and the attorney or other person representing the applicant must file a disclosure report with the appropriate governing authority Board or Council within ten (10) days after this application is first filed. The following information will be considered as the required disclosure:

1) List the name and official position of the governing authority member or Planning Commission member; 2) the dollar amount and date of each applicable campaign contribution; and 3) an enumeration and description of each gift having a value of \$250 or more.

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 21 day of March, 2017.

amartin ortega
Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 76A shall be guilty of a misdemeanor.]

* Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of the applicant for a rezoning action.

Does any member of the Planning Commission or applicable governing authority have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

(yes or no) no

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct to the best of my knowledge and belief, this 21 day of March, 2017.

Martin Ortega
Applicant's Signature

[Note: Any local government official or any applicant for rezoning action knowingly failing to make any disclosure as required by O.C.G.A. Chapter 36 - 67A shall be guilty of a misdemeanor.]

Deed Doc: GFD
Recorded 10/29/2010 04:18PM
Georgia Transfer Tax Paid : \$0.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 05536 Pg 0082

PT-3201



[Space above this line for recording data.]

After Recording Return To:
Daniel F. Strain, Jr.
McCamy Law Firm
411 West Crawford Street
Dalton, Georgia 30720
(706) 278-4499

Name: Ortega
File No: 10RE0232

WARRANTY DEED OF GIFT

STATE OF GEORGIA
COUNTY OF WHITFIELD.

IN CONSIDERATION of a gift, I, Faviola Valdovinos, (hereinafter, whether singly or more than one, the "Grantor"), do hereby give and convey unto Martin Ortega and Maria Ortega, (hereinafter, whether singly or more than one, the "Grantee"), their heirs and assigns, the following described property:

All that tract or parcel of land lying and being in Land Lot No. 218 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described per plat prepared by Joseph R. Evans, Georgia Registered Land Surveyor, dated August 20, 1998, as follows:

BEGIN at the intersection of the east right of way of Easterling Street (40 foot right of way) and the north right of way of Straight Street, go thence along the east right of way of Easterling Street north 01 degree 49 minutes east a distance of 57.50 feet to a R. R. spike found; go thence east a distance of 150.0 feet to an iron pin found; go thence south 01 degree 45 minutes east a distance of 57.50 feet to a R. R. spike found in the north right of way of Straight Street; go thence along the north right of way of Straight Street west a distance of 150.0 feet to the east right of way of Easterling Street at POINT OF BEGINNING.

TO HAVE AND TO HOLD said lands and appurtenances unto said Martin Ortega and Maria Ortega, their heirs, executors, administrators and assigns, in fee simple. This property is conveyed subject to easements, restrictions and covenants of record in so far as the same may lawfully affect the above described property.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor have hereunto set their hand and affixed their seal this 20th day of October, 2010.

Faviola Valdovinos (SEAL)
Faviola Valdovinos

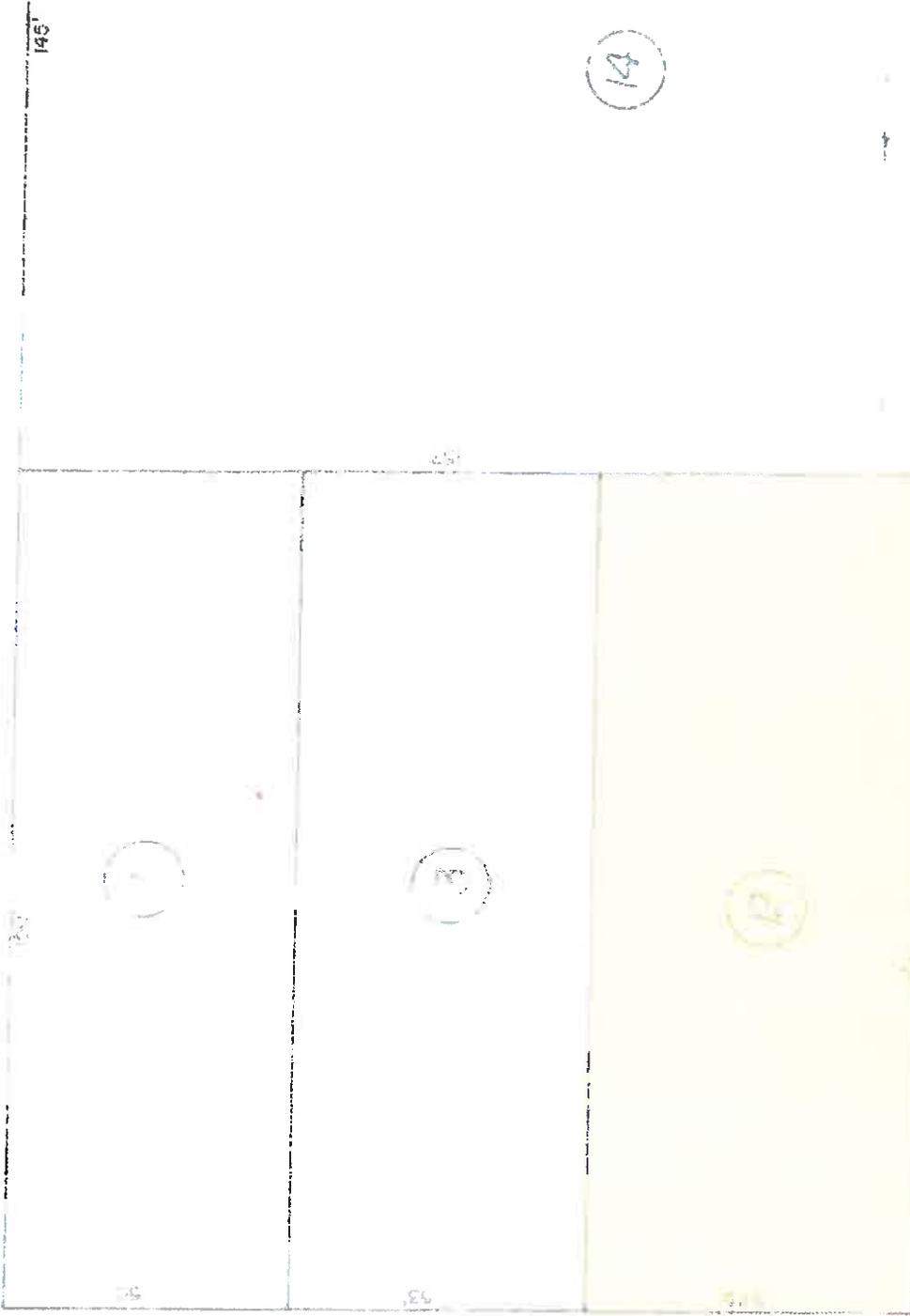
Signed, sealed and delivered this 20th day of October, 2010 in the presence of:

DONALD E. DANIEL
WITNESSES



NOTARY PUBLIC INFORMATION PERFORMED. DEED PREPARATION ONLY.

Mc AFEE



EASTERLING STREET

STREET

STRAIGHT

14

Whitfield County GIS

Selected Parcels Feature	
Parcel Number	12-218-17-012
Zoning	Heavy Manufacturing (M-2)
Zoning	
Area as Drawn	
Subdivision Name	
Street Extension	
House Number	100
Street Direction	N
Street Type	ST
Street Name	EASTERLING
Unit	
Legal Description	0 20A 100 EASTERLING ST
Tax District	01
Assessed Acres	0.21
Owner Name	ORTEGA MARTIN & MARIA
Owner Address	515 STRAIGHT ST
Owner City	DALTON
Owner State	GA
Owner Zip	30720
Residential Improvement	
Commercial Improvement	
Accessory Improvement	



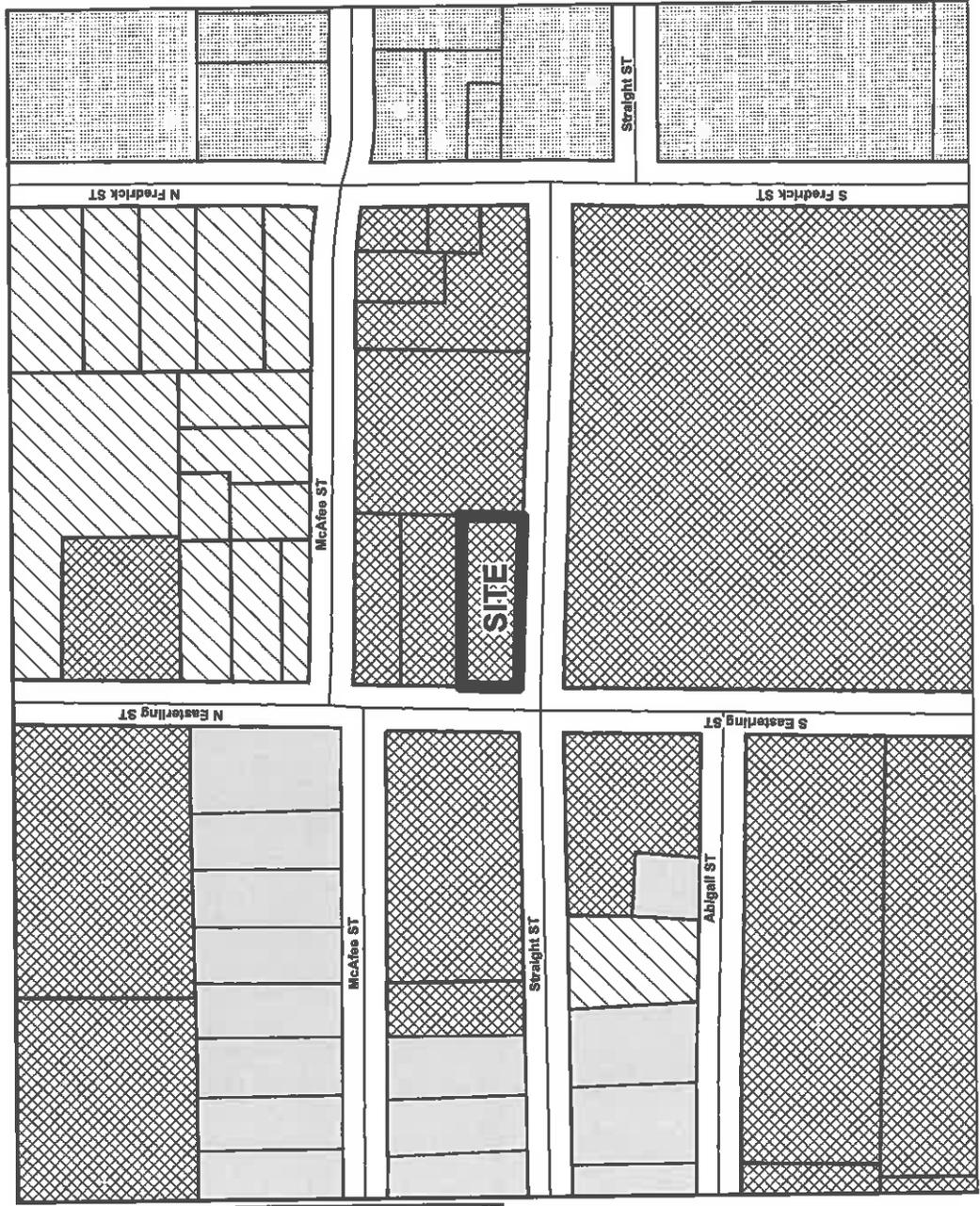
Martin Ortega Rezoning Request M-2, Heavy Industrial to R-5, Rural Residential City of Dalton Jurisdiction



ZONING

-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  Heavy Manufacturing (M-2)

Feet
100



RESOLUTION 17-05

RESOLUTION AUTHORIZING TRANSMISSION ASSETS EXCHANGE

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) and Georgia Power Company (“GPC”) each separately own certain tracts of real property, together with power transmission facility improvements thereon and related personal property, including, respectively, four tracts upon which are located the Dalton 28528 – Antioch Road, Nelson 058738 - Georgia Marble, Cartersville - Bliss & Laughlin, and Pettit Creek – Cartersville #6 46 kV transmission lines and certain related personal property (collectively the “Dalton Transmission Facilities”) and the Oostanaula-Pinson 115kV transmission line, the Pinson 028108-Adairsville 115kV transmission line, the Oostanaula 193328-NGEMC Butler 115kV transmission line, and associated personal property (collectively the “Georgia Power Transmission Facilities”);

WHEREAS, Dalton Utilities, under the authority of O.C.G.A.§ 36-37-7, and GPC previously mutually proposed to transfer to one another the Dalton Transmission Facilities and certain transmission facilities owned by GPC;

WHEREAS, the terms of the proposed transfer were revised so that Dalton Utilities will acquire the Georgia Power Transmission Facilities and GPC the Dalton Transmission Facilities;

WHEREAS, as part of the proposed transaction, Dalton Utilities and GPC propose to transfer with the respective power transmission facilities easement rights, rights of way, and other tangible personal property, fixtures and interests which are affixed, attached, or directly related to or located on such facilities such that the parties will have the complete use of the transmission facilities described;

WHEREAS, Dalton Utilities and GPC have previously agreed that the fair exchange values of the Dalton Transmission Facilities and the certain transmission facilities owned by GPC were, respectively, \$1,772,559 and \$1,983,305, with the difference in value thereof to be equalized by payment from Dalton Utilities of such difference to GPC in cash at closing so that the parties will be transferring and receiving properties of equal value; and

WHEREAS, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities enter into the Agreement and accordingly has approved such transactions and recommended approval of such transactions to the Mayor and Council of the City of Dalton, a copy of such resolution of the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia is attached to and made a part of these Resolutions.

WHEREAS, the Board of Commissioners approved the transaction by resolution dated March 21, 2016, but the valuations and the Georgia Power Transmission Facilities have changed since that time, and the Board of Commissioners desires to adopt a corrected resolution;

WHEREAS, the City of Dalton approved the transaction by resolution dated April 4, 2016, but the valuations and the Georgia Power Transmission Facilities changed since that time, and the City of Dalton desires to adopt a corrected resolution;

WHEREAS, the parties have now agreed that the fair exchange values of the Dalton Transmission Facilities and the Georgia Power Transmission Facilities are, respectively, \$1,772,559 and \$1,916,456 as of February 10, 2017; provided however, the fair exchange values may change as of the date of the closing of this transaction as said values shall be determined as of the date thereof, with the difference in value thereof to be equalized by payment from Dalton Utilities of such difference to GPC in cash at closing so that the parties will be transferring and receiving properties of equal value (the "Equalization Payment");

WHEREAS, the current estimate of the Equalization Payment is \$143,896; provided however, that the Equalization Payment may change if the fair exchange values are modified at closing to reflect the then current values of said transmission facilities, and if the Equalization payment exceeds \$250,000, portions of the Georgia Power Transmission Facilities will be removed in order to decrease the exchange value of the Georgia Power Transmission Facilities until the Equalization Payment is less than or equal to \$250,000.00;

NOW, THEREFORE, BE IT RESOLVED, that Dalton Utilities or the City, as the case may be, is hereby authorized to enter into and perform the obligations required of it pursuant to the proposed transfer and disposition of the Dalton Transmission Facilities and acquisition of the Georgia Power Transmission Facilities, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and he hereby is, authorized and empowered to take such action and to execute for and on behalf of the City an Agreement of Exchange, deeds and such other documents, instruments, certificates, assignments, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City, including but not limited to, a modification to the fair exchange values of the transmission facilities and the Equalization Payment as of the date of closing in accordance with this Resolution, and the execution of such agreements, instruments, certificates, assignments, papers and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

BE IT FURTHER RESOLVED, that the signature of the Mayor to any of the consents, agreements, instruments, certificates, assignments, papers and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, certificates, assignments, papers, and other documents on behalf of the City.

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on any agreement, instrument,

certificate, financing statement, assignment, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City or the City's seal on any such Sale Document shall not affect its validity or the obligation of the Mayor and Council thereunder.

BE IT FURTHER RESOLVED, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

BE IT FURTHER RESOLVED, that these Resolutions shall take effect immediately upon their adoption.

SO RESOLVED this _____ day of _____, 2017.

The City Of Dalton, Georgia

By: _____
Dennis Mock, Mayor

Attest: _____
City Clerk

(seal)

RESOLUTION 17-06

**RESOLUTION AUTHORIZING THE ACCEPTANCE
OF AN ASSIGNMENT OF UTILITY EASEMENTS**

WHEREAS, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities obtain certain easements from Georgia Power Company as more particularly described on the Assignment of Easements attached hereto as Exhibit "A" and made a part hereof and accordingly has approved such transactions and recommended approval of such transactions to the Mayor and Council of the City of Dalton;

NOW, THEREFORE, BE IT RESOLVED, that the City of Dalton is hereby authorized to execute and to deliver the Assignment of Easements; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and is hereby is, authorized and empowered to execute and to deliver the Assignment of Easements of behalf of the City of Dalton, and

BE IT FURTHER RESOLVED, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of the Mayor on the Assignment of Easements.

SO RESOLVED, this __ day of _____, 2017.

CITY OF DALTON, GEORGIA

By: _____
Dennis Mock
Mayor

ATTESTED TO:

City Clerk

EXHIBIT "A"

Return to:

Georgia Power Company
Attention: Connie Martin
Land Department – Bin 10151
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308-3374

Cross Reference to:

Deed Book 1837, Pages 194-199
Deed Book 1838, Pages 100-105
Walker County, Georgia records

ASSIGNMENT OF EASEMENTS

This **ASSIGNMENT OF EASEMENTS** (the "Assignment") dated effective as of March 2, 2015 is made by **GEORGIA POWER COMPANY**, a Georgia corporation ("Assignor"), in favor of the **CITY OF DALTON**, an incorporated municipality of the State of Georgia ("Assignee").

RECITALS:

A. Assignor has been granted the easements and rights described in that certain Easement dated January 12, 2015 by Walker County, Georgia in favor of Assignor, recorded at Deed Book 1837, Pages 194-199, Walker County, Georgia records (the "Walker County Easement") and that certain Easement dated March 2, 2015 by H. Leon Walker and Carolyn W. Walker in favor of Assignor, recorded at Deed Book 1838, Pages 100-105, Walker County, Georgia records (the "Leon and Carolyn Walker Easement").

B. The Walker County Easement granted to Assignor the "right to grant, or permit the exercise of, the same rights, either in whole or in part, to others."

C. The Leon and Carolyn Walker Easement granted Assignor the "right to grant, or permit the exercise of, the same rights, either in whole or in part, to others in the business of transmitting or distributing electricity, including, without limitation, electric membership cooperatives and members of the Integrated Transmission System..." Assignee is in the business of transmitting or distributing electricity and is a member of the Integrated Transmission System.

D. Assignor desires to assign, and Assignee desires to assume, the Leon and Carolyn Walker Easement, the Walker County Easement and the easements and rights of Assignor described therein.

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. **Recitals.** The foregoing recitals are acknowledged as true and correct and are incorporated herein by this reference.
2. **Assignment.** Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title, and interest in and to the Leon and Carolyn Walker Easement, the Walker County Easement and the easements and rights of Assignor described therein.
3. **Assumption.** Assignee hereby accepts the foregoing assignment and agrees to perform and be bound by all of the terms, covenants, and conditions to be observed or performed as the grantee under or pursuant to the Leon and Carolyn Walker Easement and the Walker County Easement.
4. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.
5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Assignor and Assignee have executed this Assignment on the day and year first above written.

“ASSIGNOR”

Signed, sealed and delivered in the presence of:

GEORGIA POWER COMPANY

Unofficial Witness:

By: _____

Printed Name: _____

Title: _____

Attest: _____

Notary Public

Printed Name: _____

Title: _____

My Commission Expires:

(SEAL)

(SEAL)

“ASSIGNEE”

Signed, sealed and delivered in the presence of:

CITY OF DALTON, an incorporated municipality of the State of Georgia,

Unofficial Witness:

By: _____

Printed Name: _____

Title: _____

Attest: _____

Notary Public

Printed Name: _____

Title: _____

My Commission Expires:

(SEAL)

(SEAL)

Return to:

Georgia Power Company
Attention: Connie Martin
Land Department – Bin 10151
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308-3374

Cross Reference to:

Deed Book 1837, Pages 194-199
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RECITALS:

A. Assignor has been granted the easements and rights described in that certain Easement dated January 12, 2015 by Walker County, Georgia in favor of Assignor, recorded at Deed Book 1837, Pages 194-199, Walker County, Georgia records (the "Walker County Easement") and that certain Easement dated March 2, 2015 by H. Leon Walker and Carolyn W. Walker in favor of Assignor, recorded at Deed Book 1838, Pages 100-105, Walker County, Georgia records (the "Leon and Carolyn Walker Easement").

B. The Walker County Easement granted to Assignor the "right to grant, or permit the exercise of, the same rights, either in whole or in part, to others."

C. The Leon and Carolyn Walker Easement granted Assignor the "right to grant, or permit the exercise of, the same rights, either in whole or in part, to others in the business of transmitting or distributing electricity, including, without limitation, electric membership cooperatives and members of the Integrated Transmission System..." Assignee is in the business of transmitting or distributing electricity and is a member of the Integrated Transmission System.

D. Assignor desires to assign, and Assignee desires to assume, the Leon and Carolyn Walker Easement, the Walker County Easement and the easements and rights of Assignor described therein.

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. **Recitals.** The foregoing recitals are acknowledged as true and correct and are incorporated herein by this reference.
2. **Assignment.** Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title, and interest in and to the Leon and Carolyn Walker Easement, the Walker County Easement and the easements and rights of Assignor described therein.
3. **Assumption.** Assignee hereby accepts the foregoing assignment and agrees to perform and be bound by all of the terms, covenants, and conditions to be observed or performed as the grantee under or pursuant to the Leon and Carolyn Walker Easement and the Walker County Easement.
4. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.
5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Assignor and Assignee have executed this Assignment on the day and year first above written.

“ASSIGNOR”

Signed, sealed and delivered in the presence of:

GEORGIA POWER COMPANY

Unofficial Witness:

By: _____

Printed Name: _____

Title: _____

Attest: _____

Printed Name: _____

Title: _____

Notary Public

My Commission Expires:

(SEAL)

(SEAL)

“ASSIGNEE”

Signed, sealed and delivered in the presence of:

CITY OF DALTON, an incorporated municipality of the State of Georgia,

Unofficial Witness:

By: _____

Printed Name: _____

Title: _____

Attest: _____

Printed Name: _____

Title: _____

Notary Public

My Commission Expires:

(SEAL)

(SEAL)



A Berkshire Hathaway Company

Proposal Submitted To City of Dalton		Attention Greg Batts		Phone (706) 278-9500		Fax (706) 278-8245		Date 04/25/17	
				Job Name PCDA/ City Hall Cleaning Maintenance				Job # 146176	
Street P.O. Box 1205				Job Street P.O. Box 1205				Proposal ID 281054	
City, State and Zip Dalton, GA 30722		Architect	Date of Plans	Add #	Job City, State and Zip DALTON, GA 30722		Customer Job # None	Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Price
Clean Carpet 1x year - 1st Floor (All Area's - Halls, Offices) 2x for Council Chambers Carpet.	\$2,137.24
Clean Carpet 1x year - 2nd 3rd Floors - (All Area's - Halls, Offices)	\$2,073.60
Clean & Wax 1x year 1-3 Floors Breakrooms, Quarterly payments of \$1,236.48 (2017 - 2018) Yearly Cleaning Maintenance).	\$640.50
2% yearly increase	\$94.58
Base Bid Total:	\$4,945.92

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Tony Gladson Tony Gladson Cell: (706) 463-3958 \$4,945.92
 Email: tony.gladson@spectracf.com

Conditions of Proposal:

- This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
- This proposal is subject to credit review and approval. Payment terms are net 30 days. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
- Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: City of Dalton Signed: _____ Date: _____

ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of **this 13th day of April, 2017**, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

City of Dalton, GA (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a **30 minute** fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 4, 2017

Postponement Date: July 5, 2017

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$20,000** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

- (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of,

or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to: **904 Civic Drive- Dalton, GA 30720**
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:	FOR: Zambelli Fireworks Manufacturing Co.
BY _____	BY _____
date	date
PRINT _____	PRINT _____

Please sign contract where indicated for Client and return all copies for final acceptance to:
Zambelli Fireworks Manufacturing Co.
1 West Camino Real Blvd. Ste 100
Boca Raton, FL 33432
561-395-0955 FAX 561-395-1799



DATE

4/13/17

INVOICE

1 W Camino Real Blvd. Ste. 100, Boca Raton, FL 33432
(561) 395-0955 (561) 395-1799 Fax

SOLD TO City of Dalton
904 Civic Drive
Dalton, GA 30720

SHIP TO

Same

DISPLAY DATE	DESCRIPTION	TOTAL COST	AMOUNT DUE
7/4/17	ONE FIREWORKS DISPLAY 50% deposit	\$20,000	\$10,000

Total Due \$ **10,000.00**

Zambelli Fireworks Mfg., Co.

Southeast Regional Office
1 W. Camino Real Blvd, Ste 100
Boca Raton, FL 33432
www.zambellifireworks.com

Phone (561) 395.0955

Fax (561) 395.1799

Communications Sheet must be completed in its entirety each year. *Our insurance carrier requires a newly completed form each year.* A Zambelli representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	_____	Show Date	_____
Address	_____	Rain Date	_____
City, State, Zip	_____	Time of Show	_____
		Duration of Show	_____
Firing Site Location		Storage Site Location	
Description	_____	Description	_____
Site contact Name	_____	Site Contact Name	_____
Phone Number	_____	Phone Number	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Contact Person		Alternate Contact #1	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number	_____	Office Number	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____
Alternate Contact #2		Day of Show Contact	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number	_____	Office Number	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____

Suggested Routing from New Castle:

Zambelli Fireworks Mfg., Co.

Southeast Regional Office
1 W. Camino Real Blvd, Ste 100
Boca Raton, FL 33432
www.zambellifireworks.com

Phone (561) 395.0955

Fax (561) 395.1799

Required Insurance Requisition Form

Customer Name _____

Address _____

City _____ State _____ Zip _____

Display Date _____ Display Duration _____

Location of Display _____

City _____ State _____ Zip _____

Name all Additional Insured

Name & Address of Display Site Property Owner

Certificate to be issued to:

Address _____

City _____ State _____ Zip _____

Title _____ Phone _____

* This form must be returned with your signed contract in order for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.

REAL PROPERTY LEASE

This Lease (the "Lease") is made this 1 day of May, 2017, by and between City of Dalton, Department of Parks and Recreation ("Landlord"), and Girl Scouts of Greater Atlanta, Inc., a Georgia non-profit corporation ("Tenant"). In consideration of the mutual covenants and agreements contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Lease Summary.

Street Address of the Premises	411 Mitchell Street Dalton, Georgia 30721
Lease Commencement Date	April 1, 2017
Initial Term:	One year
Renewable Term:	Lease shall automatically renew for additional one-year terms, provided neither Landlord or Tenant provides notice of cancellation to the other party at least 90 days in advance of the renewal of the existing term of Lease.
Annual Rent:	\$1.00
Landlord's Address for Rent Payment & Notices	City of Dalton Department of Parks & Recreation 904 Civic Dr., Dalton, GA 30721 Attn: Director of Parks & Recreation
Tenant's Address for Notices	Girl Scouts of Greater Atlanta 5601 N. Allen Rd. SE Mableton, GA 30126 Attention: Gae DeAngelo, Director of Risk & Business Operations

2. Lease. Landlord hereby leases to Tenant the real property located at the address set forth in the Lease Summary, together with any buildings and other improvements erected or to be erected thereon (the "Premises").

3. Use. Tenant may use the Premises for all necessary operations related to its non-profit related activities or for any other lawful purpose allowed under the current zoning of the Premises.

4. Term.

4.1 Initial Term. The initial term of this Lease commences on the Lease Commencement Date and terminates at 11:59 p.m. on March 31, 2018, unless extended pursuant to Section 4.2. Landlord shall deliver exclusive possession and control of the Premises to Tenant on or before the Lease Commencement Date.

4.2 Extensions. If no Event of Default has occurred and is continuing, the Lease shall automatically renew for a one-year term at the end of the Initial Term and automatically renew for a one-year term at the end of each successive one-year term (each successive one-year term being known as the "Renewable Term") at the same Annual Rent as during the Initial Term unless either Landlord or Tenant gives the other party at least 90 days written notice of that party's intent to terminate the Lease at the end of the Initial Term or Renewable Term.

5. Annual Rent.

5.1. Amount. Commencing on the Lease Commencement Date, Tenant shall pay to Landlord Annual Rent in the amount set forth in the Lease Summary. Tenant shall deliver Rent payments to Landlord's address set forth in the Lease Summary, or to such other location as Landlord may designate by notice to Tenant.

5.2. Net Lease. The parties intend this Lease to be a "net lease", such that Tenant shall be responsible for the cost and expense of utilities (pursuant to Section 6), repairs, maintenance and appearance (pursuant to Section 9), and insurance (pursuant to Section 12), and the costs of operating Tenant's business on the Premises except as set forth in this Lease commencing on the Lease Commencement Date.

6. Utilities. Commencing on the Lease Commencement Date, Tenant shall pay all charges for electricity, gas, heat, water, telephone and other utility services on the Premises. Tenant may obtain its utilities from any source or service provider. Landlord shall grant such easements as may be necessary for all utilities to serve the Premises.

7. Condition of Premises; Renovations.

71 Condition of Premises. Tenant hereby accepts the Premises in their "as is" condition.

7.2 Renovations. Tenant shall not make any renovations to the Premises without obtaining Landlord's written approval, which approval shall not be unreasonably withheld.

7.3 Removal of Property. Tenant may remove any of Tenant's fixtures, machinery, equipment, or other property from the Premises at any time. Any property of Tenant which Tenant fails to remove from the Premises within 30 days after termination of this Lease shall become property of Landlord.

8. Repairs, Maintenance, and Appearance. Subject to Section 14, Tenant shall maintain and keep the Premises and Building in an orderly condition and in a state of good repair, except for normal wear and tear. Tenant shall make all repairs in substantially equal in quality, material and workmanship to the original work. Tenant shall maintain and keep in good repair and condition the outdoors areas of the Premises, including but not limited to lighting, painting, landscaping, paving, and drainage, and keep the same reasonably free from snow, ice, and refuse.

9. No Liens or Other Restrictions.

9.1 Through Tenant. Tenant shall not permit any liens or encumbrances against the Premises for work done on Tenant's behalf, for materials furnished to Tenant, or otherwise due to the actions of Tenant, and Tenant shall promptly remove or bond around any such lien or encumbrance. The existence of any such lien or encumbrances shall be a default by Tenant under this Lease, subject to cure as provided in Section 17, and further subject to the Tenant's right to contest validity of any such lien.

10. Insurance.

10.1 Tenant's Insurance. At its own expense, Tenant shall obtain and continue in force the following insurance policies:

- (i) Insurance for any and all assets which Tenant keeps or uses on the Premises;
- (ii) Commercial general liability insurance, or its equivalent, with a combined single limit for bodily injury, death and property damage of not less than \$2,000,000 in the aggregate and \$1,000,000 for any particular incident; and
- (iii) Property damage insurance for the Premises in an amount equal to or greater than \$250,000.

10.2 Evidence of Insurance. Tenant shall deliver to Landlord certificates evidencing said policy or policies of insurance on or before the Lease Commencement Date. Tenant's liability policy shall name Landlord as an additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than 30 days in advance of any cancellation thereof.

10.3 Blanket Policies. Tenant may, at its option, bring its obligations to insure under this Section within the coverage of any so-called blanket policy or policies of insurance that it

may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interests of Landlord shall thereby be as fully protected as they would be otherwise if this option were not permitted.

10.4 Waiver of Claims. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that (i) would be insured against under the terms of any property insurance required to be carried hereunder; or (ii) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. The foregoing waiver shall also apply to any deductible, as if the same were a part of the insurance recovery.

11. Casualty. If the Premises become damaged by fire or other casualty so that in the reasonable judgment of Tenant the business conducted on the Premises could not be conducted in a normal manner until the buildings and/or improvements are repaired or reconstructed, then this Lease shall immediately terminate upon effective notice being given to Landlord. In the event of a casualty to the Premises that requires a repair or a rebuilding, Landlord shall have the right to terminate this Lease immediately upon written notice to Tenant.

12. Condemnation.

12.1. Effect. If any governmental authority condemns or takes any portion or interest in the Premises or Building or access to the public roadways, or acquires by transfer in lieu of condemnation or taking, which results in substantial interference with Tenant's use of any part of the Premises or Building or causes the Premises to be unsuitable for Tenant's business (a "Taking"), Tenant may either (i) remain in possession with this Lease continuing as to the remaining portion of the Premises, but with the Rent reduced in proportion to the Taking, or (ii) terminate this Lease as of the date of the Taking by notice to Landlord no more than 60 days thereafter.

12.2 Award. If a Taking occurs, Tenant shall not be entitled to any awards or payments made with respect to any damage to Tenant's leasehold interest or any improvements developed by Tenant.

12.3 Notice of Condemnation. If a party to this Lease receives notice of any proposed or pending condemnation proceeding affecting the Premises, such party shall promptly give notice to the other party.

13. Compliance With Laws. Each party shall materially comply with all laws and regulations applicable to the Premises. Tenant shall materially comply with all laws and regulations applicable to Tenant's operations on the Premises.

14. Environmental Compliance.

14.1 Definitions.

“Environmental Law” means any federal, state, or local law, statute, ordinance or regulation pertaining to the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time (“CERCLA”), 42 U.S.C. Sections 9601, *et seq.*, and the Resource Conservation and Recovery Act of 1976, as amended from time to time (“RCRA”), 42 U.S.C. Sections 6901, *et seq.*

“Hazardous Substance” means (i) substances included within the definition of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*, and in the regulations promulgated pursuant to said laws, (ii) substances defined as “hazardous wastes” in any applicable state statute and in the regulations promulgated pursuant to any such statute, (iii) substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended) or by the United States Environmental Protection Agency (or any successor agency) as hazardous substances, (iv) such other substances, materials and wastes which are or become classified as hazardous or toxic or regulated under any Environmental Law under federal, state or local laws or regulations; (v) petroleum (vi) asbestos (vii) polychlorinated biphenyls, (viii) flammable explosives, or (ix) radioactive materials.

14.2 Restriction. Except in the ordinary course of business and in compliance with all applicable laws, Tenant shall not use, produce, store, or release on, under or about the Premises, any Hazardous Substance, or allow any other person or entity to do so. Tenant shall keep and maintain the Premises in compliance with all Environmental Laws.

14.3 Notice. Landlord and Tenant shall each give the other party prompt notice of any of the following of which it has actual knowledge: (i) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises or the migration of such Hazardous Substance from or to other property; (ii) all claims made or threatened by any third party against Tenant, Landlord or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part of the Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance with any Environmental Law.

14.4 Survival. All of the terms and provisions of this Section of this Lease shall survive the expiration or termination of this Lease.

15. Default and Remedies.

15.1 Events of Default. Only the following events shall be “Events of Default” by Tenant:

- (i) Tenant fails to pay any monetary obligation under this Lease to Landlord when due, and such failure continues for more than 10 days after Landlord notifies Tenant of such failure;
- (ii) Tenant breaches any other obligation of Tenant under this Lease, and such failure continues for more than 30 days after Landlord notifies Tenant of such breach; provided, however, that if Tenant cannot reasonably cure such breach within 30 days, then such breach shall not constitute an Event of Default so long as Tenant commences curing the breach within such 30 day period and proceeds diligently to cure such breach; or
- (iii) Tenant files for bankruptcy or similar relief from creditors, or makes any assignment for the benefit of its creditors.

15.2 Landlord's Rights. If an Event of Default occurs and is continuing, Landlord, may sue for damages, sue to evict Tenant, terminate this Lease or pursue any other available remedies at law or in equity, all such remedies being cumulative and not exclusive. If Landlord terminates this Lease for an Event of Default, Landlord may at any time thereafter re-enter and resume possession of the Premises and remove all persons and property from the Premises, either by a suitable action or proceeding at law, without being liable for any damages for such removal. Re-entry by Landlord shall be deemed an acceptance of a surrender of this Lease.

15.4 Default by Landlord. Landlord shall be in default of this Lease if Landlord breaches any obligation of Landlord under this Lease, and such failure continues for more than 30 days after Tenant notifies Landlord of such breach; provided, however, that if such breach is capable of cure but Landlord cannot reasonably cure such breach within 30 days, then such breach shall not constitute a default so long as Landlord commences curing the breach within 30 day period and proceeds diligently to cure such breach. If Landlord defaults, Tenant may (i) seek specific performance of any obligation of Landlord (after which Tenant shall retain any and all rights which Tenant may have against Landlord as a result of such default), (ii) terminate this Lease and/or (iii) exercise any other remedy under this Lease or existing at law or in equity. Landlord acknowledges that termination of this Lease for Landlord's default shall cause Tenant damages for any improvement constructed at Tenant's expense.

15.5 Limitation of Liability. In no event shall Tenant or Landlord be liable for indirect, consequential or punitive damages to the other party on account of a breach of this Lease.

16. Assignment and Subletting; Pledge. Neither Landlord or Tenant may assign or sublet this Lease without the prior written approval of the other party, which approval shall not be unreasonably withheld.

17. Lien Waiver. Landlord hereby waives any lien, statutory or otherwise, Landlord may have or to which Landlord become entitled on any property of Tenant located on the Premises.

18. Estoppel Certificates.

18.1 From Tenant. Upon Landlord's request, Tenant will certify in writing to all persons designated by Landlord, to the extent that Tenant can do so truthfully, (i) that there are, to Tenant's knowledge, no uncured defaults by Landlord under this Lease, (ii) that this Lease is in full force and effect, (iii) the dates of commencement and expiration of the term of this Lease, and (iv) the date to which Rent payable hereunder has been paid in advance, if any.

18.2 From Landlord. Upon Tenant's request, Landlord will certify in writing to all persons designated by Tenant, to the extent Landlord can do so truthfully, (i) that there are, to Landlord's knowledge, no uncured defaults by Tenant under this Lease, (ii) that this Lease is in full force and effect, (iii) the dates of commencement and expiration of the term of this Lease, and (iv) the date to which Rent payable hereunder has been paid in advance, if any.

19. Brokers. Landlord and Tenant represent to each other that no broker or other representative represented such party in connection with this Lease.

20. Turnover. Tenant will deliver and surrender to Landlord possession of the Premises, and all building improvements thereon, upon the expiration or termination of this Lease. Any trade fixtures and equipment installed by Tenant on the Premises shall remain Tenant's property whether or not affixed to the Premises. Tenant may remove such items from the Premises at any time, provided that Tenant repairs any damage caused thereby. Any property of Tenant that Tenant fails to remove from the Premises within 30 days after termination of this Lease shall be deemed abandoned.

21. Force Majeure. The time for performance by Landlord or Tenant of any term or provision of this Lease, other than the payment of monies, shall be deemed extended by time lost due to delay resulting from acts of God, strikes, civil riots, floods, unavailability of material or labor, restrictions by governmental authorities and any other causes not within the control of Landlord or Tenant, as the case may be.

22. Notices; Miscellaneous.

22.1 Notices. All notices permitted or required under this Lease must be in writing and be (i) hand delivered, (ii) sent by overnight mail service such as FedEx, or (iii) deposited with the United States Postal Service, postage prepaid, to be sent certified mail with return receipt requested, and addressed to the recipient as set forth in the Lease Summary. Any party may change its address by giving notice thereof to the other party in as provided in this Section. All notices shall be deemed validly given (X) upon receipt if hand-delivered, (Y) one day after deposit with an overnight delivery service, and (Z) three days after deposit with the United States Postal Service if sent by certified mail. Notices delivered to the Premises shall not constitute notice to Tenant under the terms of this Lease.

22.2 Miscellaneous. The section and paragraph headings are inserted only for reference and do not affect the provisions of this Lease. This Lease shall be subject to and governed by the

laws of the state of Georgia. Failure to insist upon compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof. This Lease may not be modified or amended except by a written amendment executed by Landlord and Tenant. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. The parties shall treat each other with good faith and fair dealing in the performance and enforcement of this Lease. Time is of the essence of this Lease. This Lease contains the entire agreement of the parties concerning the subject matter of this Lease. This Lease may be executed in multiple counterparts and each counterpart shall be deemed to be an original.

[Signatures Contained On Following Page]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date first written above.

LANDLORD:

CITY OF DALTON

By: _____

Name: Dennis Mock

Title: Mayor, City of Dalton

TENANT:

**GIRL SCOUTS OF GREATER ATLANTA,
INC.**

By: _____

Name: Amy S. Dosik

Title: Chief Executive Officer



**DALTON PARKS AND RECREATION
DEPARTMENT**



706-278-5404
904 Civic Drive
P.O. Box 661
Dalton, GA 30720
www.mydprd.com

**The Dalton Recreation Commission recommendation on
Haig Mill project is as follows:**

***We the Dalton Recreation Commission recommend
Option 1 that includes the Main Lodge. We feel with the
overall Maintenance and Operation and the ability to
generate income from the lodge, this is the best option.**

****Understanding all that is involved in a project this size
and other possibilities of outside funds, Option 4 gives
the City of Dalton the minimum needed requirements.**

**The Recreation Commission recommends Option 4
knowing that without the lodge there is no large source of
revenue at this facility.**



DALTON PARKS AND RECREATION DEPARTMENT

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904 Civic Drive
Dalton, GA 30721
www.Mydprd.com



Haig Mill explanation of options

Low bid ASTRA

4-13-17

1. **Option #1- \$6,153,079.94; \$11,000 operational costs (expenses minus revenue projections)**
 - a. Option provides everything presented in public meeting presentations
 2. **Option #2- \$4,137,644.10; \$70,000 operational costs (expenses minus revenue projections)**
 - a. No lodge option. Lower pavilion option would also serve as a rental facility for boating activities (\$67,000 additional add on to pavilion to serve this purpose).
 3. **Option #3- \$5,554,004.96; \$11,000 operational costs (expenses minus revenue projections)**
 - a. Lodge added all pavilions taken out.
 4. **Option #4- \$4,453,079.94; \$70,000 operational costs (expenses minus revenue projections)**
 - a. No lodge option. All pavilions and adding rental facility to lower pavilion.
- All options under assumption of CDBG funding for playground (\$200,000). This could change based on federal CDBG funding levels.
 - Bat Mitigation fee (\$20,000)- Federal fee for disrupting bat population.
 - Options #2 & #4 with no lodge- add on office area would be constructed extending from pavilion to offer area where public would rent.
 - Owner supplied items- costs vary on options due to shelters and other supplied items (picnic tables, benches, trash cans, etc.) We are supplying these to save mark ups from contractor.
 - FFE (Furnishings, Fixtures, and Equipment would vary (as indicated) based on lodge or no lodge. This facility would still have to be staffed at all times regardless of option chosen.
 - All options- all infrastructure will be run to all locations (base bid). This will give the City the option to come back at later date to complete.
 - All options- include walking path, fishing piers, boating dock.
 - Met with contractor to see if there are any cost savings in value engineering, keeping the integrity of the project. Prices are reflected above.
 - Timeline- once awarded (hopefully April) approximately 12-15 month time line depending on weather. This could be an opportunity to allow some costs to be covered under 2018/2019 capital?
 - Option #4- This would give the community more activity opportunities in relation to cost. Outdoor classroom and secondary pavilion would still offer reunions, birthday parties, etc. a place to happen.

Haig Mill
Recommendation options
Low Bid ASTRA Group updated 4-13-17

Option #1- M&O=11K

Actual bid prices- playground paid by CDBG

Base Bid	\$ 3,052,566.06
Alt. 1 Lower Pavilion	\$ 212,399.21
Alt.2 Outdoor Classroom	\$ 158,435.68
Alt.3 Lake Loop	\$ 264,711.18
Alt.4 Hilltop overlook	\$ 87,415.09
Alt.5 Main Lodge Est cost	\$ 1,500,000.00
TOTAL from Bid Docs	\$ 5,275,527.22
NOT ADDED in BID	
Contingency (10%)	\$ 527,552.72
Owner Supplied items	\$ 350,000.00
PROJECT TOTAL	\$ 6,153,079.94

Option #2- M&O=70K

No lodge, playground paid by CDBG (\$200K)

Base Bid	\$ 3,052,566.06
Alt. 1 Lower Pavilion	\$ 212,399.21
Alt.2 Outdoor Classroom	\$ -
Alt.3 Lake Loop	\$ 264,711.18
Alt.4 Hilltop overlook	\$ -
Alt.5 Main Lodge	\$ -
TOTAL from Bid Docs	\$ 3,529,676.45
NOT ADDED in BID	
Contingency (10%)	\$ 352,967.65
Owner Supplied items	\$ 255,000.00
PROJECT TOTAL	\$ 4,137,644.10

Option #3- M&O= 11K +/-

Playground paid by CDBG

Base Bid	\$ 3,052,566.06
Alt. 1 Lower Pavilion	\$ -
Alt.2 Outdoor Classroom	\$ -
Alt.3 Lake Loop	\$ 264,711.18
Alt.4 Hilltop overlook	\$ -
Alt.5 Main Lodge est cost	\$ 1,500,000.00
TOTAL from Bid Docs	\$ 4,817,277.24
NOT ADDED in BID	
Contingency (10%)	\$ 481,727.72
Owner Supplied items	\$ 255,000.00
PROJECT TOTAL	\$ 5,554,004.96

Option #4- M&O= \$70K

No lodge and playground paid by CDBG (\$200K)

Base Bid	\$ 3,052,566.06
Alt. 1 Lower Pavilion	\$ 212,399.21
Alt.2 Outdoor Classroom	\$ 158,435.68
Alt.3 Lake Loop	\$ 264,711.18
Alt.4 Hilltop overlook	\$ 87,415.09
Alt.5 Main Lodge	\$ -
TOTAL from Bid Docs	\$ 3,775,527.22
NOT ADDED in BID	
Contingency (10%)	\$ 377,552.72
Owner Supplied items	\$ 300,000.00
PROJECT TOTAL	\$ 4,453,079.94

\$ 4,195,072- Remaining Haig Mill budget as of 3-27-17 (land costs, GEO tech, architect fees)

\$ 185,000- Remaining architect fees- bidding, negotiation, project admin-add \$40K more with lodge

\$ 4,010,072- Total Haig Mill budget with architect fees taken out

\$ 20,000- bat mitigation fee

\$ 75,000- reengineering fee if we build the new lodge, this is estimated price

\$140K- Furniture, Fixtures, Equipment with lodge

\$70K- Furniture, Fixtures, Equipment with rental shack