



**CITY COUNCIL MEETING
AUGUST 25, 2025 – 7:00 PM
109 SOUTH KING STREET
DEPOT COMMUNITY ROOM**

MINUTES

PRESENT: James F. Palmer, Mayor
Ed Moyer, Mayor Pro Tem
Ray Mitchell Denmon, Councilmember
Al Edwards, Councilmember
Jacqueline Palazzolo, Councilmember

ALSO: Paul Worley, City Administrator; Kyle Ellis, Utilities Administrator; Sharon Nelson, City Clerk; George Govignon, City Attorney; Tony Pyle, Police Chief; and Nathan Saylors, Fire Training Officer.

1. Council Meeting Called to Order

Welcome

Mayor Palmer called the meeting to order and welcomed everyone in attendance.

Invocation

Mayor Palmer gave the invocation.

2. Pledge of Allegiance

Mayor Palmer led the group in the Pledge of Allegiance to the United States Flag.

3. Amendment or Approval of Proposed Agenda

Councilmember Edwards made a motion to approve the August 25, 2025 agenda as presented. Councilmember Palazzolo gave a second with all voting aye. Motion approved.

4. Amendment or Approval of Minutes

Councilmember Denmon made a motion to approve the executive session minutes of the City Council work session of August 11, 2025. Mayor Pro Tem Moyer gave a second with all voting aye. Motion approved.

5. Councilmember Palazzolo made a motion to approve the minutes of the City Council meeting of August 11, 2025. Councilmember Edwards gave a second with all voting aye. Motion approved.

6. **Mayor's Comments**

- A. Mayor Palmer announced that Calhoun city offices will be closed Monday, September 1st in observance of Labor Day.
- B. Mayor Palmer announced that qualifying for the municipal general election was held August 18th through the 20th with the following qualifying:

City Council Post 3:	Ed Moyer, Incumbent
City Council Post 4:	Ray Denmon, Incumbent
	Bruce Potts
School Board Post 1:	Andy Baxter, Incumbent
School Board Post 2:	Rhoda Washington, Incumbent
School Board Post 3:	Stephen King, Incumbent

7. **Zoning Hearings and Comments**

8. **Other Public Hearings**

9. **Old Business**

- A. Mayor Palmer gave the second reading of an ordinance to amend certain sections Part II – Code of Ordinances, adding a new section pertaining to License, Taxation, Miscellaneous Business Regulations, and Special Sprinkler and Fire safety Regulations for Personal Care Homes and Community Living Arrangements. The public hearing will be held on September 8th.
- B. Mayor Palmer gave the second reading of a beer and wine pouring request, at a location of 106 North Wall Street by Cassie's on Wall Street. Ms. Reynolds is the owner of the business and will also serve as the store manager. Eligible for a public hearing September 8th.
- C. Mayor Palmer gave the second reading of a beer and wine package request, at a location of 1600 Dews Pond Road, by Dews Pond Venture LLC. Aryn Punjani is the owner, and Lenin Potamparambil is the proposed store manager. The public hearing will be held September 8th.

10. **New Business**

- A. Mayor Palmer stated that a motion was needed regarding the Owner-Contractor contract for the Calhoun Recreation Center. City Administrator Worley explained that this matter was a follow-up to the bid recommendation previously approved at the August 11th meeting. Councilmember Edwards made a motion to approve the contract and authorize Mayor Palmer to execute the agreement. Mayor Pro Tem Moyer gave a second with all voting aye. Motion approved.

11. **Other written items not on the agenda**

12. Work Reports

- A. City Administrator Worley gave a review of July 2025 general cash and hotel motel reports. (copy attached) Councilmember Edwards made a motion to approve the reports as presented. Mayor Pro Tem Moyer gave a second with all voting aye. Motion approved.
- B. Utilities Administrator Ellis gave a review of the July 2025 utilities cash report. (copy attached) Councilmember Palazzolo made a motion to approve the report as presented. Councilmember Edwards gave a second with all voting aye. Motion approved.
- C. City Attorney Govignon had nothing to report.

13. Motion to move to Executive Session, if needed

14. Motion to return to General Session

15. Motion to Adjourn

There being no further business to come before the Council, Councilmember Palazzolo made a motion to adjourn. Councilmember Denmon gave a second with all voting aye. The motion was approved and the meeting adjourned at 7:16 p.m.

Approved:

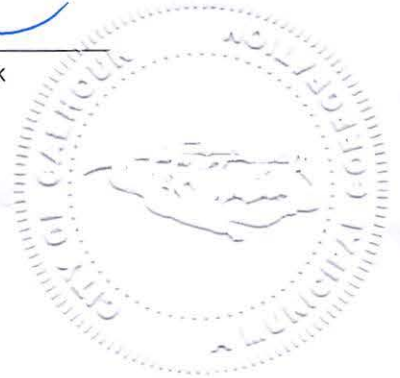


James F. Palmer, Mayor

Submitted:



Sharon Nelson, City Clerk



**A RESOLUTION BY THE MAYOR AND COUNCIL
FOR THE CITY OF CALHOUN, GEORGIA**

WHEREAS, the Mayor and Council for the City of Calhoun, Georgia has reached an agreement with the Board of Commissioners of Gordon County, Georgia adopting an Intergovernmental Agreement ("IGA") for the Imposition of a Floating Local Option Sales Tax ("FLOST"), contingent on the approval of a referendum by a majority of the voters of Gordon County and related matters set forth in the 2025 Gordon County, Georgia and City of Calhoun, Georgia, Intergovernmental Agreement for the Imposition of the Floating Homestead Local Option Sales Tax (FLOST) attached Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved by the Mayor and City Council for the City of Calhoun, Georgia, as follows:

Section 1: It is hereby declared to be the intention of the Mayor and Council for the City of Calhoun that attached IGA for the Imposition of a FLOST is adopted in all respects and the Mayor and City Clerk are authorized and directed to execute the same and to take such other and further actions as are necessary to implement and carry out the terms thereof. The Clerk shall transmit the IGA to the Board of Commissioners of Gordon County, Georgia so the County Commission may transmit the IGA to the Board of Elections and Registration for the purpose of issuing the call for an election for the purpose of submitting the question of the imposition of the FLOST to the voters of the county.

ADOPTED AND APPROVED by the Mayor and Council at its special meeting, duly called and held on the 25 day of August, 2025.

BY: _____

JAMES F. PALMER, MAYOR

ATTEST:

SHARON NELSON, CLERK

**GORDON COUNTY AND CITY OF CALHOUN 2025 INTERGOVERNMENTAL
AGREEMENT FOR IMPOSITION OF THE FLOATING HOMESTEAD LOCAL OPTION
SALES TAX (FLOST)**

This Intergovernmental Agreement (as hereinafter may be referred to as "this Agreement") is entered into this the 25 day of August, 2025 by and between Gordon County, Georgia (as hereinafter may be referred to as "the County") and the City of Calhoun (as hereinafter may be referred to individually as "the City of Calhoun") for the purpose of implementing the provisions of Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated as they relate to imposition of a Floating Local Option Sales Tax (FLOST) within the special tax district (hereinafter sometimes referred to as the "Special Taxing District") established for and coterminous with Gordon County pursuant to O.C.G.A. § 48-8-109.30. The County and the City may be collectively referred to as "the Parties".

WHEREAS, the Parties desire to impose a FLOST within the Special Taxing District that is coterminous with the borders of the County and which requires entering into an intergovernmental agreement calling for a FLOST; and

WHEREAS, the County and all municipalities within the Special Taxing District that levy an ad valorem tax on property currently have in effect a base year value homestead exemption or adjusted base year value homestead exemption; and

WHEREAS, the City of Calhoun represents at least 50 percent of the Special Taxing District's total residents of municipalities that levy an ad valorem tax on property; and

WHEREAS, the County and the City of Calhoun voluntarily enter into this Agreement which, upon execution by the Parties, fully satisfies the conditions precedent to issue the call for the referendum to impose the FLOST within the Special Taxing District and, if approved by a majority of the voters, to levy and distribute said tax under the terms of this Agreement and state law; and

WHEREAS, the County and the City of Calhoun are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, receipt of FLOST proceeds will allow the Parties to provide services and/or the joint or separate use of facilities or equipment and this Agreement deals with services or facilities the Parties and the Absent Municipalities are authorized by law to undertake or provide; and

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the Parties consent and agree as follows:

Article I

Absent Municipalities and Ineligible Municipalities

1. The Parties agree that the Municipalities of Fairmount and Plainville which are located within the Special Taxing District, are considered absent municipalities as defined in O.C.G.A. § 48-8-109.31(e)(1) because each levies an ad valorem tax on property within their jurisdiction, but they have not executed this Agreement. Such municipalities may be referred to hereinafter individually as "each Absent Municipality" or collectively as "the Absent Municipalities".
2. The Parties agree that the Municipality of Resaca which is located within the Special Taxing District, is ineligible to enter into this Agreement and may not receive FLOST proceeds because this municipality does not levy an ad valorem tax on property. Such municipality may be referred to hereinafter individually as the "Ineligible Municipality".

Article II

Satisfaction of Homestead Exemption Requirements

The Parties agree that the conditions required by O.C.G.A. § 48-8-109.31(d)(1) are satisfied because the County and each municipality within the Special Taxing District that levies an ad valorem tax on property has in effect a base year value homestead exemption or adjusted base year value homestead exemption.

Article III

Required Signatories

The Parties agree that the conditions required by O.C.G.A. § 48-8-109.31(d)(2) are satisfied because this Agreement is executed by the County and by the Undersigned Municipality of Calhoun, which Undersigned Municipalities collectively represent at least 50 percent of the Special Taxing District's total residents of municipalities that levy an ad valorem tax on property.

Article IV

Proposed Rate and Duration of the FLOST

1. In accordance with O.C.G.A. § 48-8-109.31(c), the proposed rate of the FLOST shall be one percent (1%).
2. In accordance with O.C.G.A. § 48-8-109.32(a), the proposed duration of the tax shall be five (5) years.

Article V

Call for and Conduct of the Referendum

In accordance with O.C.G.A. § 48-8-109.32(b), the county election superintendent shall issue the call for an election for the purpose of submitting the question of the imposition of the tax to the

voters of the county. The call for and conduct of the election shall be administered by the county election superintendent in the manner authorized for special elections to present questions to the voters under O.C.G.A. § 21-2-540. Said election shall be held on the following date, which is authorized for such purposes under O.C.G.A. § 21-2-540(c)(2): November 4, 2025.

Article VI

Ballot Language

In accordance with O.C.G.A. § 48-5-109.32(c), the ballot language for the question of imposing the FLOST shall read as follows:

() YES Shall a special one percent (1%) sales and use tax be imposed for five years within the special district of Gordon County with the proceeds used exclusively to reduce property taxes imposed by Gordon County and the Cities of Calhoun, Plainville and Fairmount?

() NO

Article VII.

Initiation and Termination of the Tax

If approved in the election held on November 4, 2025, the imposition of the tax is expected to commence on January 1, 2026. The final day for imposition of the tax—without a renewal—is expected to occur on December 31, 2030.

Article VIII.

Conditions

The Parties agree that the levy of the FLOST is conditioned upon the approval of the imposition of the FLOST by the voters of the Special Taxing District in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-109.30 *et seq.* The Parties agree that the County's ability to comply with this Agreement is conditioned upon the collecting of the FLOST revenues by the State Revenue Commissioner and transferring same to the County in conformity with the requirements of O.C.G.A. § 48-8-109.30 *et seq.*, as well as each Party's compliance with the conditions precedent set forth in O.C.G.A. § 48-8-109.31.

Article IX

Use of FLOST Proceeds

As required by O.C.G.A. § 48-8-109.42 and in conjunction with any further limitations provided in this Agreement, the Parties agree that each recipient of FLOST proceeds:

- (a) Is required to use FLOST proceeds exclusively to provide property tax relief; and
- (b) Must ensure that the form used by the county tax commissioner or other tax collector to

collect ad valorem property taxes for the Party clearly states the dollar amount by which the property tax levied by such Party was reduced as a result of the receipt of FLOST proceeds; and

- (c) Must annually reduce its roll-back millage rate which is calculated in accordance with O.C.G.A. § 48-5-32.1, by the millage equivalent of the net FLOST proceeds that it received in the prior taxable year, or as permitted under O.C.G.A. § 48-8-109.42, and any amendments to that code section.

Article X

Apportionment and Distribution of FLOST Proceeds

1. The net proceeds of the FLOST received by Gordon County from the State Revenue Commissioner shall be apportioned and distributed by the County to the Parties and any Absent Municipalities in the time and manner as provided in the Distribution Schedule. (See Exhibit "1", the Parties' Distribution Schedule for this Agreement, attached hereto and incorporated by reference.).
2. The Parties agree that the Distribution Schedule accounts for the minimum distributions to Absent Municipalities, which are required under O.C.G.A. § 48-8-109.31(e)(2).

Article XI

Accounting of FLOST Proceeds received by the County from the Department of Revenue

The Parties agree that the County will create a separate account to be held in trust on behalf of the Special Taxing District each year during which FLOST proceeds are collected and subsequently delivered to the County by the Georgia Department of Revenue. Such account shall be designated as the Gordon County Special District FLOST Proceeds Fund ("Annual County SD FLOST Fund"). The County shall select a bank which shall act as a depository and custodian of each Annual County SD FLOST Fund upon such terms and conditions as may be acceptable to the County; No funds other than the annual FLOST proceeds shall be placed in such accounts. The funds within such accounts shall not be commingled with any other funds of the County. The funds within such accounts shall only be disbursed in the time and manner authorized under this Agreement.

Article XII

Distributions, Accounting, Record Keeping, and Audits

1. The Parties agree that the County shall distribute FLOST proceeds to each Government Entity periodically as provided for in the Distribution Schedule.
2. The Parties agree that separate accounts or funds shall be created by the County and by the City, individually, into which FLOST proceeds are to be distributed from the Annual County SD FLOST Fund. Each such account or fund shall be designated by the given Party as their Annual Floating Local Option Sales Tax Relief Fund ("Annual FLOST Tax Relief Fund"). The

Parties agree that all records concerning funds and accounts established under Article XI and XII of this Agreement shall be kept by each Party so that the records may be audited, as may be necessary.

3. The Parties agree that the County shall distribute each Absent Municipality's share of FLOST proceeds into an account or fund established by the Absent Municipality for such purpose, unless otherwise directed by the Absent Municipality or required by state law.
4. The Parties agree that if an Undersigned Municipality or Absent Municipality ceases to exist as a legal entity or becomes an inactive municipality (as provided by law) before all funds are distributed or expended under this Agreement, that such municipality's share of the funds to be distributed subsequent to dissolution shall be paid to the County as part of the County's share to be applied against the countywide general maintenance and operations millage rate, unless an Act of the Georgia General Assembly provides otherwise within one year from the date on which funds were first unable to be distributed to such defunct or inactive municipality.

Article XIII

Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution by the last Party to this Agreement and shall terminate upon the later of:

- (a) The official declaration by the Gordon County Board of Elections and Registration of the failure of the election described in this Agreement; or
- (b) The distribution to the County, the City of Calhoun, and the Absent Municipalities of the last dollar of money collected from the FLOST after the expiration of the FLOST and the fulfilment of each Party's obligations to provide property tax relief with such money as required by state law.

Article XIV

Representations and Mutual Covenants

1. The County makes the following representations and warranties which may be specifically relied upon by all Parties as a basis for entering this Agreement:
 - (a) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (b) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (c) This Agreement is a valid, binding, and enforceable obligation of the County; and
 - (d) The County agrees that it is authorized to enter into this Agreement pursuant to

Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated and that receipt of FLOST proceeds will allow the County to provide services and/or the joint or separate use of facilities or equipment which are services or facilities the County is authorized by law to undertake or provide; and

- (e) The County agrees that the terms of this Agreement, including but not limited to the Distribution Schedule are valid, comply with applicable law, and that all County FLOST proceeds will be used exclusively for property tax relief; and
 - (f) The County will take all actions necessary to direct the county election superintendent to call an election to be held in all voting precincts in the County on the 4th day of November, 2025, for the purpose of submitting to the voters of the County, for their approval, the question of whether or not a FLOST shall be imposed in accordance with the provisions of this Agreement.
2. The City of Calhoun makes the following representations and warranties, which may be specifically relied upon by all Parties as a basis for entering this Agreement:
- (a) The City of Calhoun is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
 - (b) The governing authority of the City of Calhoun is duly authorized to execute, deliver and perform this Agreement; and
 - (c) This Agreement is a valid, binding, and enforceable obligation of the City of Calhoun; and
 - (d) The City of Calhoun agrees that it is authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated and that receipt of FLOST proceeds will allow the City of Calhoun to provide services and/or the joint or separate use of facilities or equipment which are services or facilities the City of Calhoun is authorized by law to undertake or provide; and
 - (e) The City of Calhoun agrees that the terms of this Agreement, including but not limited to the Distribution Schedule are valid, comply with applicable law and that the City of Calhoun's FLOST proceeds will be used exclusively for property tax relief.
3. During the term of this Agreement, the Parties shall comply with all State law applicable to a FLOST, specifically including but not limited to Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, and all provisions of this Agreement shall be construed in light of the applicable provisions of State law.

Article XV

Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid to the following addresses:

City: City of Calhoun, Georgia
226 South Wall Street
Calhoun, GA 30701
PO Box 248
Calhoun, GA 30703
Attn: City Administrator

County: Gordon County, Georgia
201 North Wall Street
Calhoun, GA 30701
PO Box 580
Calhoun, GA 30703
Attn: County Administrator

The Parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by the City of Calhoun to the County Administrator or by the County to the City of Calhoun Administrator via certified first-class U.S. mail, return receipt requested.

Article XVI

Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of the proceeds from the FLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the Parties hereto with respect to distribution and use of said FLOST proceeds. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Article XVII

Severability, Non-Waiver, Applicable Law, and Enforceability

If a decision of a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to

this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Article XVIII

No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

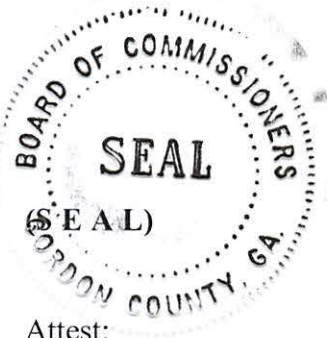
Article XIX

Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto set their hands and affixed the seals of the respective Government Entities as of the date above first written.



GORDON COUNTY, GEORGIA

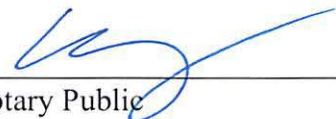
By: 
BUD OWENS, Chair,
Board of Commissioners of Gordon County

Attest:


HOLLIS BARTON, Clerk, Board of
Commissioners of Gordon County

As to the County, signed and
sealed in the presence of:


Witness


Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)



IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto set their hands and affixed the seals of the respective Government Entities as of the date above first written.

(SEAL)

Attest:


SHARON NELSON, Clerk, Mayor and
Council for the City of Calhoun

As to the City, signed
and sealed in the presence of:


Witness


Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

CITY OF CALHOUN

By: 

JAMES F. PALMER, Mayor

