

**CITY OF CALHOUN
REGULAR CITY COUNCIL MEETING
DEPOT COMMUNITY ROOM
109 SOUTH KING ST
FEBRUARY 13, 2017 7:00 P.M.**

MINUTES

**PRESENT: James F. Palmer, Mayor
Matt Barton, Mayor Pro Tem
Al Edwards, Councilman
David Hammond, Councilman**

ALSO: Eddie Peterson, City Administrator; Paul Worley, Assistant City Administrator; Sharon Nelson, City Clerk; Larry Vickery, Utilities General Manager; George Govignon, City Attorney; Jeff Defoor, Director of Electric Utilities; Jerry Crawford, Water and Sewer Director; Lenny Nesbitt, Fire Chief; Ben Hall, Brittany Drive Water Treatment Plant Superintendent; Jeremy King, Mauldin Road Water Treatment Plant Superintendent; Neal Russell, Ordinance Officer; and Joey Moore, Assistant Building Inspector.

1. Mayor Palmer called the meeting to order and welcomed everyone in attendance.
 - A. Mayor Palmer gave the invocation.
2. Mayor Palmer led the group in the Pledge of Allegiance to the United States Flag.
3. Councilman Hammond made a motion to approve the February 13, 2017 agenda. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.
4. Mayor Pro Tem Barton made a motion to approve the regular minutes of the January 23, 2017 City Council Meeting. Councilman Edwards gave a second with all voting aye. Motion approved. Councilman Hammond made a motion to approve the executive session minutes of the January 23, 2017 City Council Meeting. Councilman Edwards gave a second with all voting aye. Motion approved.
5. **Mayor's Comments:** None
6. **Council Comments:** Councilman Hammond made a motion to bypass the reading of the monthly work reports. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved. Mayor Palmer asked if anyone would like to make any comments on the submitted reports. Mayor Pro Tem Barton stated that Jeff had some pictures of the crews that went down to Albany and they were able to help with the damage and get the lines back up. Jeff and I had an interesting conversation on the way home. I was talking about St. Simon's and how the crews there were having trouble getting back and how lucky we were. I'd say lucky and unlucky. Our guys, with the storms, tornado winds, ice and snow, get more practice than they do. I figure that's why they had it. But, something I didn't realize was that when our guys get to go on these trips to help out other communities it also helps our guys to get better as well. Especially if we have new guys. It gives them the experience that they may not have had here yet. I've never

thought about it as not just helping our neighbors who have helped us at times, but by helping our neighbors we also helps ourselves. I thought that was a pretty cool way of seeing that. Also, at Plant Vogtle, this was the third time that our group had the opportunity to go down there. Jeff or Larry, how many million dollars investment has Calhoun? Larry stated that when it is through it will be about \$270 million for Calhoun. Mayor Pro Tem Barton stated that it has been really cool to see the whole process, from digging the hole to now getting the reactors up. I think 2019 is the start date for plant three. It has been really interesting. Councilman Hammond stated that we did have some nuclear engineers that were there on site with me getting Southern Company to come up and present that power point display here locally in the Depot for the community to come by and see. It is very interesting to see what the nuclear reactor is and how it works. I can't hammer this point home enough, obviously we have had a change at 1600 Pennsylvania Avenue, but if we ever get back to cap-and-trade or carbon tax, Calhoun is 59% to 61% green; and, if you are industry that stuff is very important. Let me make two other comments, if you will tolerate me for just a minute Mayor. On a sad note, we have lost two pioneers in our community the last couple of weeks. Jan Goble with Ron Dobbs and Company. We certainly want to remember his family. He was instrumental in the auditing of this community. And, this past weekend, Merrill Dobbs, the family partner of Dobbs and Company. Both of those individuals have been important to our community and we want to remember their families in our prayers as we move forward. And then on a very good note, on January 29th of this year Dana and I became grandparents. I know that's personal, and probably didn't involve a community, but I am just tickled to death folks, that Finn Jasper Whittam has joined our family and I want to thank each and every one of you in this peer group that sent well wishes. We are very happy, thank you. Mayor Palmer stated that he thinks everybody in this room wants to say congratulations and we are pleased, and certainly it's been my experience it will change your life. I thank you for mentioning the Dobbs family and the Goble family. They certainly need to be in all of our thoughts and prayers. They have been very instrumental in our community. Thank you for bringing that to everybody's attention.

A. Councilman Edwards submitted January reports are as follows:

1) **Water, Sewer, and Engineering**

- The 2" Galvanized Line Replacement Project –The project as a whole is approximately 75% complete. Thor Drive, Hunt's Subdivision, Spring Valley, Davis Road, Edwards Street, Fox Street, Short Street, and West Street have been completed. The next area will be sections of Cherry Hill Drive, Sherwood Drive, Highland Court, and Valley Circle is under construction.
- Flocculation and Sedimentation Control Project at the Mauldin Road Water Treatment Plant- The project has been completed except for a failure in a section of piping, which will be corrected by the contractor. The contractor has scheduled this work within the next few weeks.
- The new NPDES permit for the Wastewater Treatment Plant went into effect March 1, 2016. Several items required under the new permit have been implemented. The required Design Development Report has been submitted and approved by EPD. The chemical feed is under construction.
- The Nutrient Trading Monitoring Pilot Program is underway. The first phase, funded by a Section 319 Grant has been completed. We are

working on a second 319 Grant application to continue the monitoring. EPD would like for the second phase of monitoring to include a larger scale in conjunction with the small plots. The North Georgia Water resources have agreed to help fund the in-kind match should the grant be awarded.

- Wastewater Treatment Plant Motor Control Center Upgrades Phase one- The new motor control centers were delivered on October 31st. The contractor has completed Phase I of the project. Phase II is under consideration as a change order to the Phase I contract.
- Miller's Ferry Loop Water Main- The project is nearing completion. The railroad bore was under construction at the time of this report.
- South Calhoun By-Pass utility relocations- GDOT gave us a "Notice to Proceed" on February 19, 2016. GDOT has awarded the road project to Wright Brothers Construction. The water and sewer relocation project has been delayed by issues involving wetlands. The required categorical exclusion has been issued by EPD and a copy sent to GEFA. Construction is scheduled to resume later this month.
- Second interconnect with Chatsworth on Maple Grove Church has been completed. Chatsworth has a line extension under construction to our new meter.
- Pisgah Drainage Area Sewer Replacement – Bid opening was January 4, 2017. IPR Southeast was the low bidder at \$1,029,191. The project is budgeted at \$1,045,002.

2) Water Treatment Plant Facility

- Total gallons withdrawn: 290,615,561
- Daily average: 9,374,695
- Wells: 107,875,561
- Big Springs: 0
- Percent produced by Brittany Drive: 37.1%
- Brittany Dr. daily production to capacity: 29.49%
- Mauldin Rd. daily production to capacity: 36.81%
- Rainfall for January – 5.76"
- The City of Calhoun, along with a total of 53 Georgia Counties, continues to be under a Georgia EPD Declared Level Two Drought Response.

3) Waste Water Treatment Plant Facility

- Treated a daily average of 4.556 MGD, with an average BOD effluent of 4, average suspended effluent of 10, and an average COD of 44.

4) Water Distribution

- 488 work orders completed, 11 new water connections, 28 water service leaks repaired, 17 water main leaks repaired, 17 water services changed to new main lines, 317 meter changes, 42 utility locates called in for work orders, 474 utility locates responses.
- Installed 1,400 feet of 2" black poly pipe along Banks Chapel Road to serve two new water connections.

- Installed 1,800 feet of 2" black poly pipe along Scott Lake Road to replace old 2" galvanized pipe.
- Installed new 6" meter and vault for new water connection to service Chatsworth Water Works on Maple Grove Church Road.
- Installed new 6" fire rated Omni meter at Georgia Cumberland Academy.

5) Waste Water Collection

- 2,200 Sanitary Sewer Services TV inspected, 318 utility locates completed, 4,600' sanitary sewer lines cleaned, 3 new sewer connections installed, 4 sanitary sewer services repaired.

6) Police Department

- Made 318 cases with 6 DUI's
- Fines collected by Municipal Court - \$40,391
- Issued 343 warnings
- Investigated 64 highway accidents, 44 private property accidents
- Provided 64 escorts
- 1,671 incident reports
- Responded to 293 alarms
- Miles patrolled: 49,861
- Responded to 4,114 calls for service by E-911

7) Municipal Court and Probation

- Total Court cases- 118
- Court cases dropped- 43
- Number of Bond forfeitures- 54
- Number of Probation cases- 13
- Failure to appear- 10
- Subpoenas served- 3

8) Court Services and Enforcement

- The following streets were maintained by inmate trash detail: Piedmont Street, Kenmorland Circle, Richardson Road(between Peter Street/53 side), Oak Street, Richards Street, Edwards Ave, Elm Street, East May Street, West May Street, Barrett Road, Hawthorne Drive, High Point Drive, Echota Street, East Line Street, Willard Street, Curtis Parkway & Bike Trail Parking Lot.
- Total bags of trash collected by inmate detail were 75.
- Also, assisted various City Departments that may need help, such as code enforcement, police, city court, city hall, recycling, and others.

9) Fire Department- Suppression

- Responded to 213 calls for service for the suppression division, with 6 fire incidents.
- Responded to 146 medical service calls.
- Responded to 11 hazardous conditions incidents.
- Responded to 16 false alarms or false calls, 29 good intent.

- Had Officers and Firefighters deployed with GSAR to Albany storms From January 22 – 26 for Search activities. Task Force 6 had 41 total deployed with 6 from Calhoun Fire.
- Completed all routine vehicle and station maintenance.

Training Division

- Department completed 961 hours of training.
- Training consisted of: hazardous materials and officer training.
- Total training for the Department during the year was 10,599 man hours.

10) Fire Inspection Department

- 100 total reported activities/inspections which included 22 annual inspections, 3 new business inspections, 23 requested inspections, 26 follow-up or re-inspections, and 20 consultations.

11) Building Inspection Department

- Issued 29 permits for an estimated cost of \$472,700, collected \$4,248 in permit fees. This included 5 residential HVAC, 4 commercial HVAC, 3 commercial remodel/addition, 1 grading permit, 1 NPDES permit and 87 total inspections.

B. Mayor Pro Tem Barton submitted January reports are as follows:

1) Electric Department

- The bad pole replacement project continues on south Industrial.
- Construction continues at 1st Bank of Calhoun, Family Savings and Credit union and Liberty Tire.
- On January 22, 2017 Albany, Crisp County and Thomasville made a request for mutual aid assistance through the Electric Cities of Georgia. The City of Calhoun's Electric Department sent Alan McCormick, Nick land, Greg Dodd, Kevin Collins and Tyler Smith to help with the restoration in the Albany area. Mutual Aid is a joint nationwide agreement to help when devastation occurs. Communities share resources of equipment and skilled people to quickly restore necessary power, keep people safe and get life back to normal.
- The City of Calhoun's Electrical load for January is projected to be 33,389,000 kilowatt hours. This is 2,766,000 less than last year. This reduction is primarily due to the mild winter. Actual numbers will be released later this week.

Work orders in process or completed

- Newly created- 118
- Completed and closed- 127
- Consisting of:
 - Capital construction- 10
 - Street and security lighting-35
 - Distribution Maintenance-21

- Outages/trouble calls- 14
- Meter maintenance/replacement- 17
- New customer meter sets- 8
- Electric locate tickets processed- 196

2) Telecommunications Departments:

- Installed one new internet circuit.
- Installed a point-to-point circuit to replace two T1 circuits. These are the last T1 circuits on the SONET equipment. SONET equipment to be decommissioned at end of February.
- Disconnected 1 residential internet customer.
- Cleaned up entries on two email blacklist sites that had City's email system marked for sending spam. One site's last report of spam was in 2014. The other site had one entry from December 2016.
- Added two cameras to Street Department security camera system.
- Worked with vendor to upgrade finance software TEST database to new version. Users to test work routines to verify operation. Upgrade to production database is scheduled for February 13. Upgrade also requires new client software to be installed on all users' computers.
- Repaired fiber drop to customer after tree limb fell due to storm.
- Installed wiring for new security camera system at the Depot.
- City's firewall was overloaded for about 12 hours due to a bad program on meter reading server. City's internet and City School System phones went down at 10 PM. Server was disconnected around 10 AM next morning, allowing services to be resumed. Meter reading server was going to be turned off next month anyway once the new cloud based system came on line. The conversion to the cloud based system was mostly complete. This problem just pushed up the implementation a few weeks.
- Opened and closed 23 work orders.

3) Geographic Information Systems:

- Worked with Engineering Department to run water modeling sessions.
- Updated water meter data and physical building addresses for Billing Department
- Updated several sections of the Water System map.
- Created detour map for BBQ Boogie and Blues Festival.
- Updated Zoning map
- Updated fiber map
- Created Call Incident Map for Fire Department for 2016.
- Added new fire pre-plans for buildings for Fire Department
- Worked on Electric Department's Boundary Agreement map.
- Updated City and GIS web sites

4) Downtown Development Authority

- The DDA director attended a Business Engagement Committee meeting; a Young Professionals meeting; a tourism meeting and the Chamber of Commerce Annual Meeting.
- The DDA& HPC held a board retreat on Monday, January 30th from 9:00 a.m. until 2:00 p.m. in the Depot. It was facilitated by Joel Cordle with Georgia Downtowns. The retreat was successful. The Downtown Development Authority & Historic Preservation Commission now has a strategic plan in place and hope to have everything completed by June 2018.
- The DDA and CVB updated the mobile app and it's available to download via iPhone or android.
- The planning for the annual Barbeque, Boogie & Blues in downtown is underway. The dates will be April 28th& 29th. This year we have added a cruise in car show and tractor show along with moving the kid's zone to South Wall Street. We hope that everyone in the community enjoys our largest event of the year.
- **Safety Committee**
 - Safety topic- Year-end review
 - Safety Inspection- Police Department
 - Vehicle Accidents: 4
 - Workers Compensation: 2

C. Councilwoman Palazzolo submitted January reports are as follows:

1) **Street Department**

- Completed 21 shop and 29 street department work orders.
- Installed 10 new street signs.
- Cleaned out ditches on Peters Street and Fox Street.
- Replaced 70 feet of curb on Forest Hill Drive and Willow Brook Way.
- Replaced a 4 foot section of sidewalk on East May Street.

2) **Cemetery Department**

- Performed routine maintenance on Fain and Chandler Cemetery.
- Supervised the opening and closing of 6 grave sites.
- Sold 7 new grave spaces.

3) **Parks Department**

- The Parks Department grounds crew picked up litter, hauled garbage to the dump, and maintained records at records room.
- The building and maintenance crew performed routine maintenance on city buildings and all fountains.
- Replaced rope and American flag at the BB&T Park.
- Remodeled office and assembled book case at utilities building.

4) **Animal Control**

- Housed 15 dogs and 4 cats
- Number of dogs adopted: 4

- Number of cats adopted: 1
- Number of dogs rescued: 5
- Number of cats rescued: 2
- Number of dogs reclaimed by owner: 3
- Number of cats reclaimed by owner: 1
- Number of dogs euthanized: 0
- Number of cats euthanized: 0
- Number of warnings given: 29
- Number of bite cases: 3
- Citations issues: 4

5) Calhoun Recycling Center

6) Recreation Department

- Youth Basketball – The youth basketball league concluded on January 30, 2017. A total of 127 games were played January 2 through January 30 using the Recreation Center, Calhoun Middle School and Calhoun Elementary gyms.
- There will be 6 teams representing Calhoun in the GRPA 5th District Basketball tournaments beginning February 17. Calhoun Recreation Department will host the 7-8 Girls district tournament. We will also be hosting an all-star warm-up tournament beginning February 9-11 .Proceeds will go to United Way of Calhoun-Gordon County.
- The following facilities were reserved throughout the month of December for Special Events:
 - Billy Bearden Recreation Center:
 - Meeting Room – 2 events
 - Community Room – 2 events
 - Gym – 1 event
- **2017 UPCOMING EVENTS:**
 - CALHOUN-GORDON COUNTY UNITED WAY – WARM-UP BASKETBALL TOURNAMENT – FEBRUARY 9-12
 - GRPA DISTRICT BASKETBALL – 7-8 GIRLS – FEBRUARY 17 – 21, 2017
 - USA SOFTBALL – 14U NATIONAL QUALIFIER – MAY 5-7, 2017
 - USA SOFTBALL – 16 GOLD SOUTHERN TERRITORY QUALIFIER – JUNE 9-11, 2017
 - USA SOFTBALL – 18A NATIONAL QUALIFIER – JUNE 9-11, 2017
 - USA SOFTBALL OF GEORGIA STATE CHAMPIONSHIPS – 16U – JULY 7-9, 2017
 - GRPA STATE CHAMPIONSHIPS – 7-8 COACH PITCH – BASEBALL AND SOFTBALL – JULY 11-15, 2017
 - GRPA STATE FOOTBALL – NORTH REGIONALS – DECEMBER 2-3, 2017

D. Councilman Hammond submitted January reports are as follows:

1) Northwest Georgia Regional Commission

- The Regional Commission (RC) oversees 15 counties and 51 cities in Northwest Georgia that helps to reallocate federal dollars to various programs that benefit the citizens such as meals on wheels, workforce training, community planning, area on aging, and community and economic development.

2) Library

- There are 10,933 library card holders, 5,842 library visitors, and 5,155 total circulation.
- There were 88 story time attendance, 52 adult program attendance, 147 digital new users, 221 e-books, 207 audio books, 1,234 computer logins, and 6,514 Facebook visits.

3) Tom B. David Airport

- The Airport is an authority supported by both Gordon County and the City of Calhoun. The airport is the 7th largest permanent based aircraft airport in the state of Georgia. There are currently 118 airplanes based at the airport. The six counties that have more aircraft have populations of 150,000 or greater, where Gordon County only has 56,000. The airport has a 6,000 foot runway, where most others only have 5,000. Therefore, our airport can handle larger corporate jets for local industry. Also, the airport will receive 90% in Federal funding to build a parallel taxiway that will enable the airport to handle more traffic in and out. Future expansions will allow the airport to grow even more and grow the positive local economic impact. Finally, the Airport Authority is looking at expansions of corporate hanger space and long term plans for the airport. Future expansions will allow the airport to grow even more and grow the positive local economic impact.

7. Public Hearings and Comments: None

8. Old Business: None

9. New Business:

- A. Mayor Palmer asked for a motion to approve the budget calendar for Fiscal Year 2017-2018. Mayor Pro Tem Barton made a motion to approve the budget calendar for Fiscal Year 2017-2018 as presented. Councilman Edwards gave a second with all voting aye. Motion approved.
- B. Mayor Palmer turned the meeting over to Mr. Peterson for a review of the Fiscal Year 2016 Financial Audit. Mr. Peterson stated our year runs July through June. Every six months our finance department works along with our auditors to put together the Comprehensive Annual Financial Report (CAFR). I sent everybody an overview from my standpoint. Overall, as the CAFR indicates, the financial health of Calhoun is good. Our assets far exceed our liabilities and reserves to meet our financial policies. Our fund balances are solid. Our general obligation debt load, without the school system, is well below average for a city of our service size. It is a very good report. I didn't check, but I am sure we are still a AA+ with Dun & Bradstreet and the bonding agencies for our

government obligation bonds. Mr. Peterson stated that the CAFR can be reviewed by the public on the City website.

- C. Mr. Peterson gave a review of the submission of first and second quarter FY 2017 financial statements. Revenues were 56% and expenses were 53%. They were supposed to be around 51% or 52%. The 53% on expenses was due to an extra payroll in December of 2016. That will wash out by the time we get to June and that number will come back in line. It looks kind of skewed, but that was the reason for that. Revenues are pretty solid, except that we budgeted \$2.4 million for sales tax, and three years ago we were getting \$2.7 million. Sales tax has been going down, which surprises me, because State sales tax has been going up. Water and Sewer had revenues of \$9.1 million, 52% of the \$17.6 million budget. With expenses of \$5.9 million out of the \$12.8 million budget, or 46% for the six month period. Electric had revenues of \$19.3 million, around 50%; expenses of \$18.4 million, around 48%. We are good right now with all sections, general and our utilities. Mayor Pro Tem Barton asked Mr. Peterson to give his thoughts on why the sales tax is down. Mr. Peterson stated that one reason is that we all used to pay \$4 per gallon of gasoline and now we pay \$2. He also stated the state of Georgia, over the years, has put different unfunded mandates on cities and counties throughout Georgia. That has to be picked up somewhere, and I think that involves sales tax to a certain degree. We also have the energy tax which involves sales tax. You keep building these things up and instead of growth we are looking at, at least stagnant, if not going down. Hopefully, we have hit a plateau on the downward side of that. Hopefully, we will have enough economic development to increase our local option sales tax. It is important, and also very important is our special purpose local option sales tax, which provides the city and the county revenues to purchase assets that would be very difficult to buy, especially with us having one of the lowest millage rates in the state of Georgia. I don't really know why the sales tax is down. I think there are several variables involved. I do know that gasoline is involved and had a very large impact. It depends on where different industries fuel their fleet, things like that. Mayor Palmer asked if there was any further discussion. There being none, Mayor Palmer called for a motion. Councilman Hammond made a motion to accept the submission of the 2016 Financial Statements as presented. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.
- D. Mayor Palmer gave the first reading of a building height variance for Calhoun Hospitality, LLC at a location of parcel #057B-096 (Lovers Lane Road). The applicant is requesting to exceed the maximum building height of 50 feet per the zoning code and to allow a proposed hotel building up to a height of 60 feet. The ZAB will meet on March 9, 2017, and the public hearing will be on March 13, 2017.
- E. Mayor Palmer asked for a motion to approve the Beer, Wine, Liquor Manager Change request by Ruby Tuesday at a location of 731 Hwy 53 East. The prior manager was Megan Rhodes and the proposed manager is Benjamin Thomas. Mayor Pro Tem Barton made the motion to approve the change. Councilman Hammond gave the second with all voting aye. Motion approved.
- F. Mayor Palmer asked Mr. Peterson to discuss the motion to allow the Mayor to sign a contract for the collection of delinquent property taxes between the City of Calhoun and Government Tax Services, LLC. Mr. Peterson stated that a few months ago he mentioned this would be a possibility. Other cities and counties do this for their tax collections. What we are really keying in on are businesses and companies and individuals who haven't paid their 2015, 2014, and 2013 property taxes. There are a few

out there that basically use Calhoun as their bank and that's not really fair to the 98% of people that pay their taxes on time every year. This will not cost Calhoun anything because the service will be tacked on to the end of the property tax bill. Government Tax Services is the same group that Scott Clements uses. There are 75 other cities and counties throughout Georgia that use this particular service. I think this will be a good direction for the city to go now, and in the future, to stay away from situations where you have multiple back years of non-payment for whatever reason. But, it is structured so that we are in charge of it. If we have someone come in that wants to make arrangements we can do that, as long as it makes good timing and fiscal sense. I would ask that we enter into this agreement with Government Tax Services. Mayor Palmer asked if anyone had questions. Councilman Hammond stated that we did discuss it in detail today, and at length, and we have over several weeks. It's important to have a policy moving forward that you implement that is firm and fair and consistent for all people. Some people are getting a break. If there is anyone in multiple year arrears they wouldn't be optional on the payment plan, but for individuals who are two or three years behind, it will actually move that process forward. I will make a motion to go ahead with the process. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved. (copy attached)

- G. Mayor Palmer stated that we also had an alternate proposal on the lime silo removal at \$8,800 from C & S Construction to remove as is. Councilman Hammond made a motion to go ahead and move with the \$8,800 proposal. Jerry Crawford stated that in talking to the owner of C & S this afternoon, he had an alternate to the alternate. He really wants one of those vehicles. His alternate to the alternate would be one vehicle and trailer, the City would keep one vehicle and he would still remove the silo on a break even basis. After some discussion Councilman Hammond amended his motion to accept the recommendation of the Director of Water and Sewer at the \$8,800 swap out trade. Mayor pro Tem Barton gave a second with all voting aye. Motion approved.
- H. Mayor Palmer gave the first reading of a zoning change request for the existing zoning of Ind-G, to be rezoned to a Tower Site (TS) for 0.2296 acres at a location of parcel #C10-041 (CL Moss Parkway) for Skyway Towers, LLC. The zoning change request is for a proposed new 190 foot cell tower in order to help improve coverage and capacity issues. The Zoning Advisory Board is scheduled for March 9, 2017. The Public Hearing will be on March 13, 2017.
- I. Mayor Palmer read the recommendation by the Calhoun Recreation Advisory Commission for Mr. Clint Thomas to serve another six year term on the Recreation Advisory Commission. Mr. Thomas's current term expired on June 30, 2016. Mayor Pro Tem Barton made a motion to accept the recommendation of the Calhoun Recreation Advisory Commission. Councilman Hammond gave a second with all voting aye. Motion approved.
- J. Mayor Palmer read the recommendation by the Calhoun Recreation Advisory Commission for Mr. Grant Walraven to serve another six year term on the Recreation Advisory Commission. Mr. Walraven's current term expired on June 30, 2016. Mr. Walraven has served two consecutive terms; however, the Calhoun Recreation Advisory Commission is requesting that he be considered for a third term as he is a valuable board member. Mayor Pro Tem Barton stated I will also make a motion for that. I talked to Mr. Walraven and we do need to get on a rotation, but with the current project that he has been a part of, and the new project, it would be invaluable to go ahead and

continue to have him through this next process. So, I make a motion to go ahead and do it. Councilman Edwards made a second with all voting aye. Motion approved.

- K. Mayor Palmer stated that we have a request for the Mayor to sign an updated Actual Cost Utility Agreement between the City of Calhoun and the Georgia Department of Transportation. This water line relocation is a part of the South Calhoun Bypass project. This project has been done in the past and it was asked to be relocated one more time. This was a request back to DOT that they reimburse us for expenses and the request is for \$96,000 to once again relocate this portion of the line. Mayor Palmer asked Jerry if he had anything to add on the request. Jerry stated that the DOT was very receptive to that and the state utilities engineer made a trip to Calhoun to talk to us about that. Mayor Pro Tem Barton made a motion to allow the Mayor to sign the document. Councilman Edwards gave a second with all voting aye. Motion approved. (copy attached)
- L. Mayor Palmer stated there is a recommendation by the Calhoun Utilities Engineering Manager, David M. Burnett, for the award for proposed additional work to the Wastewater Treatment Plant Motor Control Centers Replacement Project to Rehab Construction Company, Inc. in the amount of \$227,631.25. Councilman Hammond made a motion to approve the recommendation. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved. (copy attached)

10. Other written items not on the agenda: None

11. Work Reports:

A. Eddie Peterson


- We had a very good report about work done with the Electrical Department in Albany. Our Georgia Search and Rescue (GSAR) units were also deployed to the Albany storms and Task Force Six. Our GSAR is one of those situations that we are so good at it that the first team they call throughout the entire state of Georgia is Lenny's team. That says a lot, but it also keeps us on the road a lot. Good work by our GSAR unit. There were multiple deaths in that storm and that is a tough job too. Councilman Hammond stated that we have several years on the equipment and asked Lenny if it has been gradually replaced? Lenny stated that all requests for replacement and repairs through the state have been approved. Lenny stated repairs are running on average \$40K to \$45K per year. He stated other departments that are larger that contribute, such as Dalton and Gordon County and Bartow and Cartersville set aside a certain amount as well. If it comes down to where we need that we can pull from those sources. Mayor Palmer stated that we do appreciate the work that the department does to help other entities. When we had the tornado come through in 2002 I believe there were six teams from other departments that came and helped restore power so we have been able to receive that help as well as provide that help. Mayor Pro Tem Barton stated that we have a boy scout here tonight. Mayor Palmer asked him to stand and introduce himself. My name is Caden Mashburn. I am with Troop 39 over at the Calhoun Rotary Club. Mayor Palmer stated he had been a Scout himself and realized the value in that. Hopefully you will make it all the way to Eagle, something I wasn't dedicated enough to do myself. It is certainly a

good program and something we all believe in. I think you will benefit from that. We welcome you tonight and among all of us I would invite any questions you may have. You can certainly call me at anytime if you have questions about the City that will help you towards your goal in receiving that badge please feel free to call. Thank you. Glad to have you here tonight.

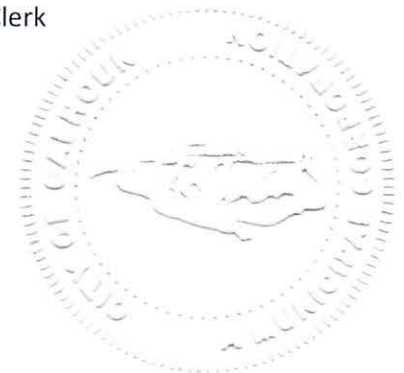
12. City Attorney Govignon stated that there was a need to go into executive session with the grounds being attorney/client privilege due to threatened litigation [O.C.G.A. 50-14-2] concerning two separate items. Councilman Hammond made a motion to go into executive session. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.
13. Councilman Hammond made a motion to adjourn the executive session. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.
14. Councilman Hammond made a motion to return to general session. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.
15. Mayor Pro Tem Barton made a motion to authorize City Attorney Govignon to draw up an agreement with Tandus Centiva offering, as a good faith gesture, to have an environmental study of the property completed at the City's expense in order to provide an engineering plan for correction by Tandus Centiva. Councilman Edwards gave a second. Mayor Pro Tem Barton and Councilman Edwards voted aye. Councilman Hammond abstained. Motion approved.
16. Councilman Hammond made a motion to adjourn the regular session. The motion was seconded by Mayor Pro Tem Barton with all voting aye. Motion approved.

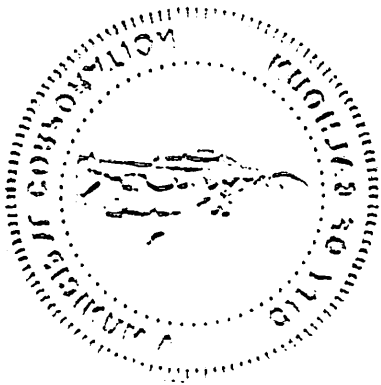
Approved:

Submitted:


James F. Palmer, Mayor


Sharon Nelson, City Clerk





**CONTRACT FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES
FOR**

The City of Calhoun, Georgia

**State of Georgia
City of Calhoun**

THIS AGREEMENT, stated by and between:

The City of Calhoun

Hereinafter referred to as "Office of the Tax Collector", and

**GOVERNMENT TAX SERVICES, LLC.
124 Newnan Street
Carrollton, GA 30117**

Hereinafter referred to as "GTS". This agreement shall be known as the "TAX COLLECTIONS AGREEMENT".

WHEREAS, the Office of Tax Collector is engaged in the billing and collection of City real property and personal property ad valorem taxes and is desirous of obtaining the services of GTS in an effort to quickly and efficiently collect its backlog of delinquents without any additional cost to those citizens of The City of Calhoun who have timely submitted and paid their respective City tax liabilities, and;

WHEREAS, GTS has provided a proposal to assist the Office of the Tax Collector with the collection of its valid and outstanding tax delinquencies with a program of payment of its fees from the additional statutory charges which can be levied against the delinquent tax payer and his respective property without the City incurring costs for the services performed by GTS. This proposal was submitted in response to a Request For Proposal from The City of Calhoun, and;

WHEREAS, the City Council reviewed the proposal submitted by GTS, LLC. and it has been determined that the use of the services provided by GTS will result in a concentrated effort to collect the delinquent taxes without the necessity of adding additional staff to the City payroll or additional equipment cost and should improve the City's tax collection ratio.

NOW, THEREFORE, in consideration of mutual benefits flowing between the parties to this agreement, it is hereby agreed between the parties as follows:

1. Term

This Tax Collections Agreement shall begin on the 13th day of February, 2017, and shall be in effect for 365 Days. This contract will automatically renew annually thereafter, unless otherwise terminated, as hereinafter provided.

2. Obligations of the Office of the Tax Collector

The Office of the Tax Collector agrees to assist GTS in its task of fairly, quickly and efficiently collecting and returning the outstanding tax obligations owed to the City. To accomplish this goal, the Office of the Tax Collector agrees to the stipulations set out in this section. The Office of the Tax Collector will supply GTS with a list of all those parcels that it wishes to be collected upon. It is understood that GTS will act in reliance on the accuracy of the information provided by the Office of the Tax Collector and the County Assessor's Office and GTS is instructed to accept said list as a true and correct representation of the status of the respective account as shown on the tax records of the City. GTS will accept the list as presented and immediately begin Stage 1 of the collection process as outlined in its proposal to the Office of the Tax Collector and agrees to provide:

- a. Correct name and address (when possible) of the property owner.
- b. The correct Map and Parcel number of the land tract.
- c. A copy of the respective tax execution (fifas) for each year intended for collection.
- d. At the time that a parcel is turned over to GTS for collection, the Office of the Tax Collector must flag that respective parcel in its computer system to insure that the applicable penalties, interest charges and applicable fees are collected.
- e. With the exception of any legally privileged information submitted by taxpayers of the City, the Office of the Tax Collector will provide GTS with complete access to its tax and real estate records, to include mapping and prior appeals records.
- f. In the event GTS receives a request from the taxpayer to send him copies of relevant tax records, such as executions or assessment records, the Office of the Tax Collector agrees to provide such documentation to the taxpayer without charge to GTS.
- g. The Office of the Tax Collector will promptly notify GTS when it receives any notice of filing of a debtor's petition in bankruptcy, which affects the collection of a particular account or accounts. Upon receipt of this information, GTS will immediately cease any further collection effort on this account until notified by the City's attorney or the City Tax Collector's office of the dismissal of the bankruptcy or a relief from the stay. As part of the proof of claim filed by the City in the bankruptcy case, the Office of the Tax Collector will include the applicable administrative or title examination fee as allowed by the court and upon recovery of the same, GTS will be entitled to receive its normal fee from the collection. GTS will fully cooperate with the Office of the Tax Collector in its attempt to prosecute its rights in Bankruptcy Court.

3. Legal Representation

The City Attorney will represent the Office of the Tax Collector in all legal challenges of actions involving the collection of the accounts. In the event, a lawsuit is filed seeking to prevent the collection of any account or to otherwise halt or restrain the collection of said account, GTS will immediately turn over to the City Attorney's office, a copy of its full file, detailing its collection efforts to date and GTS agrees to assist the City Attorney in the defense of the suit.

4. Release and Indemnity

The City agrees to hold harmless GTS from any claim, action, suit or complaint which results directly or indirectly from GTS's attempt to collect an account referred to GTS by the Office of the Tax Collector, which is claimed to be and shown to be not collectable due to mistakes or errors in the records of the City or County. GTS agrees to hold harmless the city from any claim, action, suit or complaint which results directly or indirectly from GTS's attempt to collect an account referred to GTS by the Office of the Tax Collector, which is shown to be not collectable due to mistakes or errors committed by GTS.

5. Obligations of GTS

GTS will accept the list given to it by the Office of the Tax Collector and will immediately commence to use its best effort in the Stage 1 collection process, in accordance with approved collection procedures of the Fair Debt Collection Practices Act and all other applicable state and federal laws.

In Stage 1, GTS shall perform the following tasks as required to give notice of the tax delinquency to the taxpayer and attempt to collect on the account without the necessity of levy and sale of property. GTS will begin the process of verification and skip tracing as needed. If required, a minimum of two (2) specific collection letters will be sent to the taxpayer.

In the event, the tax account is not paid to the Office of the Tax Collector during the Stage 1 process, GTS agrees, upon receipt of instruction from the Office of the Tax Collector to commence its Stage 2 collection process which may result in a levy on the property and possible sale of the same to satisfy the tax liability.

In Stage 2, GTS shall, when necessary:

- a. Run a computerized search of the bankruptcy records under the name of the taxpayer.
- b. Run an examination of the real estate records of the County to determine the present ownership of the property in question and all parties entitled to receive notice of tax sale on the property.

- c. Prepare a levy notice to the defendant in fifa and the current record holder and the current mortgage or interest holders.
- d. Conduct a diligent search of all general execution docket and federal and state tax records.
- e. Prepare a description of the property to submit to the newspaper for legal advertisement.

In the event the Office of the Tax Collector elects to proceed with the levy and sale of a parcel, GTS will supply the necessary levy information to the Sheriff's Office or any other person authorized to conduct the tax sale to begin the levy and sale process.

GTS will provide regular reports to the City of Calhoun Tax Collector and the City Attorney. In addition, GTS will provide to the Office of the Tax Collector copies of all research pertaining to each parcel of land turned over to GTS for collection.

6. Payment of Services Rendered.

It is the intent of GTS that its collection services not be an expense chargeable to the City's taxpayers who pay their taxes in a timely manner and that services as rendered by GTS be paid by its collection efforts. It is expected that GTS will be paid from those fees added to the tax bill, as permitted by State Law. Such fees cover, but are not limited to, the review of IRS and Bankruptcy liens, Skip Trace fees, Title Examination, certified mail to all defendants in Fi-Fa, Advertising Preparation for the legal organ of the county, and other services as needed.

The following is an outline of the payment schedule allowed to GTS:

1. For all accounts turned over to GTS and collected during the Stage 1 process, GTS will be paid \$55.00 for any and all parcels
2. For all accounts turned over to GTS and collected during the Stage 2 process, GTS will be paid \$185.00.
3. Parcels sold at a tax sale will be charged an additional \$25.00 Post Sale Administration Fee to cover the expense of post-sale title updates and other administrative duties related to the sale.

7. Payments Made By Taxpayers

It is intended that all payments made by the taxpayers or other interested parties on these accounts shall be made directly to the City of Calhoun and not to GTS. **Under no circumstance will GTS accept or receipt for any tax payment.**

8. Cost Incurred by the Office of the Tax Collector:

The Office of the Tax Collector is responsible for recovering costs incurred for legal advertisement, Sheriff Services, Recording Fees and Deed Preparation.

These fees are allowed to be recovered by the City under Georgia law during the collection process.

9. Entire Agreement.

This contract constitutes the sole and only agreement between the parties hereto; this contract correctly sets forth the obligations of all parties involved as of its date. Any supplementation or modification of this agreement must be in writing and signed by both parties.

10. Termination.

This agreement may be terminated by either party upon receipt of 14 days written notice. **During the phase one collection period**, and in the event of such a termination notice, it is understood that any files turned over to GTS, and having been mailed within this time period, GTS will be entitled to the actual fees collected during a 60 day period related to the mailing date of these files.

11. Miscellaneous.

Time is of the essence of this agreement.

The section headings of this agreement are for convenience sake only and shall not limit or otherwise affect any of the terms hereof.

The laws of the State of Georgia shall govern this agreement.

As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require, and the term "person" shall include an individual, a corporation, an association, a partnership, a trust, an organization and a governing body.

Invalidation of any one or more of the provision hereof shall not affect the validity of the remainder of this agreement, which shall remain in full force and effect.

So agreed and Executed in Duplicate Original on the 13th day of February, 2017.

City of Calhoun:

BY: James F. Palma
(Mayor)

Government Tax Services, LLC

BY: _____

Approved By: Paul Waley
Attest:

Attest: _____

(Corporate Seal)



Account No. – Class: 733305- 309

Department ID: 484010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
ACTUAL COST UTILITY AGREEMENT –**Water Distribution Facilities**

PROJECT No.: **STP00-00MS-00 (007), Gordon County**
P.I. No.: **662510-**

THIS AGREEMENT, made this 13th day of February, 2019,
by and between the Department of Transportation, an agency of the State of Georgia, hereinafter
called the DEPARTMENT, first party, and **the City of Calhoun**, hereinafter called the LOCAL
AGENCY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to
**construct South Calhoun Bypass from State Route 53 @County Road 13 to State Route 53
@County Road 64 in Gordon County, Georgia** with its funds or with funds apportioned to the
State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal
Regulations (CFR); and

WHEREAS, due to the construction of this project, it will become necessary to
make certain adjustments of the existing **Water Distribution** facilities of the LOCAL AGENCY
in accordance with the detailed cost estimate for **\$94,475.94** prepared by the LOCAL AGENCY,
attached hereto and made a part of this Agreement. The DEPARTMENT shall bear **\$94,475.94**
or **100%** and **the City of Calhoun** will bear **\$0.00 or 0 %**; and

WHEREAS, said construction being the location and improvement of said road
and the LOCAL AGENCY having its facilities presently located upon an easement with rights to
install, operate and maintain such facilities on the rights-of-way thereof which were acquired
prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new
location of such facilities are shown on the highway construction plans for this project, a copy of
said plans in pertinent part being attached hereto, it is desired that the LOCAL AGENCY adjust
its facilities within the existing easement or move to the new location as shown on said plans and
relinquish such existing easement rights as it may have on the present location and accept in lieu
thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants
of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the
DEPARTMENT'S identification purposes only and may be subject to change by the
DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different
project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project
designation. Such change in project designation shall have no affect whatsoever on any of the
other terms of this Agreement.

2. The LOCAL AGENCY hereby relinquishes its existing easement rights on
the present location as shown on said plans where its facilities are to be moved and accepts from

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Water Distribution Facilities

the DEPARTMENT in lieu thereof the easement right to install, operate and maintain its facilities along and across such rights-of-way at the new location shown on said plans as a full and complete consideration for the relinquishment and extinguishment of its presently existing rights. It is understood by the LOCAL AGENCY that the installation, operation and maintenance of its facilities shall be in accord with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

3. The LOCAL AGENCY, with its regular construction or maintenance crews and personnel, and at its standard schedule of wages and working hours, and working in accord with the terms of its agreements with such employees, shall make such changes in its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT. The LOCAL AGENCY may let to contract any portion of the work contemplated subject to prior approval according to the terms and conditions contained in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The LOCAL AGENCY agrees to obtain prior approval from the DEPARTMENT before authorizing any contract engineering or construction work by third parties, except as may be shown in the detailed cost estimate attached hereto.

4. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Water Distribution Facilities

allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

5. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the LOCAL AGENCY shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the LOCAL AGENCY pertaining to this project and will bill the LOCAL AGENCY any amount of any unallowable expenditure made in the conditional final payment of this Agreement or, if no unallowable expenditure is found, notify the LOCAL AGENCY of that fact in writing. If the LOCAL AGENCY does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the LOCAL AGENCY on any then-current agreement between the LOCAL AGENCY and the DEPARTMENT. For audit purposes, the cost records and accounts of the LOCAL AGENCY pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the LOCAL AGENCY during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the LOCAL AGENCY.

6. The LOCAL AGENCY expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as unallowable expenditure in any agreement between the LOCAL AGENCY and the DEPARTMENT on which a conditional final payment has been made.

7. The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the LOCAL AGENCY shall be required or that an increase in cost anticipated will be incurred by the LOCAL AGENCY, a written change or extra work order approved by the DEPARTMENT will be required as provided in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The amount of the detailed cost estimate attached hereto will be allotted from available funds and written notice given to the LOCAL AGENCY by the DEPARTMENT before the LOCAL AGENCY is authorized to proceed with the work to be performed by the LOCAL AGENCY under this Agreement.

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – **Water Distribution Facilities**

8. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

9. It is mutually agreed that the final cost of the changes in the facilities of the LOCAL AGENCY covered by the detailed cost estimate shall be borne by the LOCAL AGENCY and the DEPARTMENT on the percentage basis indicated in said estimate.

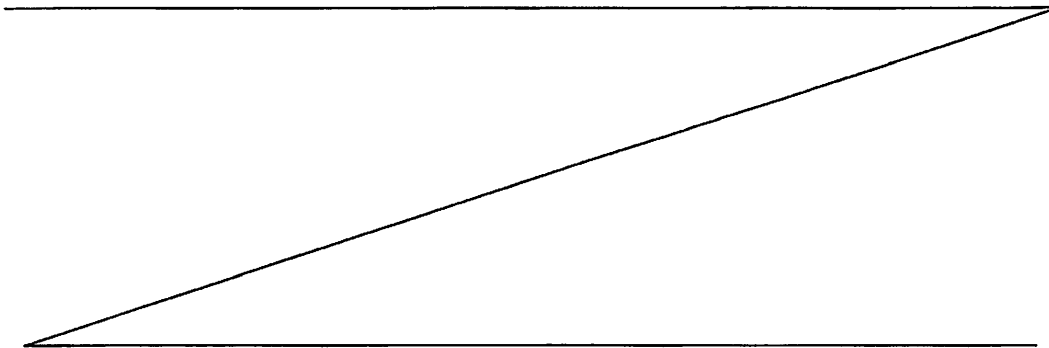
10. The LOCAL AGENCY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

11. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which shall clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will need to perform its removal, relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the LOCAL AGENCY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the LOCAL AGENCY in writing of this final completion date.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

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



STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Water Distribution Facilities

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY OF CALHOUN

BY: [Signature]
WITNESS

BY: [Signature]
MAYOR

BY: [Signature]
NOTARY PUBLIC (SEAL)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th DAY
OF February, 20 17,
My commission expires: 2/30/2018

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above named Officer is duly authorized to execute this document.

ATTEST:

FEIN 58-6000530

BY: [Signature]
CITY CLERK
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:
DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ENGINEER

BY: _____
COMMISSIONER

PROJECT No.: STP00-00MS-00(007)
COUNTY: Gordon
P.I. No.: 662510-
DATE: February 8, 2017 AM

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Water Distribution Facilities

RESOLUTION

STATE OF GEORGIA

CITY OF CALHOUN

BE IT RESOLVED by the City of Calhoun, and it is hereby resolved, that the foregoing attached Agreement, relative to Project STP00-00MS-00(007), P.I. No. 662510-, for the relocation of the City's water distribution facilities in Gordon County, Georgia, be entered into by the City of Calhoun and that James F. Palmer, as Mayor and Paul Worley, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said City of Calhoun.

Passed and adopted this the 13th day of February, 2017.

ATTEST:

Paul Worley
CITY CLERK

BY: James F. Palmer
MAYOR

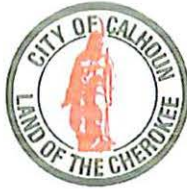
STATE OF GEORGIA,

CITY OF CALHOUN

I, Paul Worley, City Clerk the City of Calhoun, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the City of Calhoun.

WITNESS my hand and official signature, this the 13th day of February,
2017.

BY: Paul Worley
CITY CLERK



Calhoun Utilities

700 West Line Street

Calhoun, GA 30701

"Excellence in Service"

February 9, 2017

Jerry W. Crawford
Water & Sewer Director
City of Calhoun

Re: Recommendation of Award
City of Calhoun WWTP Motor Control Centers Replacement
Additional Work

Dear Mr. Crawford:

Rehab Construction Company Inc. has completed WWTP Motor Control Centers Replacement Project contract for a total cost of \$279,918.50. The **completed work** includes:

Primary Screw Lift # 2 Building

The Contractor has replaced the motor control centers which included controls for three (3) screw lift pumps, three (3) lube pumps, three (3) gate controls, and a delta grid grounding system. The wiring in this building was in poor condition, therefore the Contractor replaced all wiring, conduit, receptacles, and switches. The Contractor also replaced all interior and exterior lights. (Total building cost \$113,998.00)

Secondary Screw Lift # 2 Building

The Contractor has replaced the motor control centers which included three controls for (3) screw lift pumps, three (3) lube pumps, three (3) variable frequency drives for the aerators, and a delta grid grounding system. The wiring in this building was in good condition, therefore the Contractor inspected the wiring and replaced or repaired any receptacles and switches that were broken. The Contractor also replaced all interior and exterior lights. (Total building cost \$165,920.50)

Rehab Construction Company Inc. has submitted a change order to add the following **additional work** to the WWTP Motor Control Centers Replacement Project contract for an additional cost of \$227,631.25. This work will include the following:

Primary Screw Lift # 1 Building

The Contractor will replace the motor control centers which includes three controls for (3) screw lift pumps, three (3) lube pumps, three (3) gate controls, lime feed breaker, two (2) bar screen with conveyor breakers, grit collector systems breakers and timers, and a delta grid grounding system. The wiring in this building appears to be in good condition, therefore the Contractor will inspect and replace or repair any faulty wiring, switches, and receptacles. The Contractor will replace all interior and exterior lights. In order to keep key equipment in operation during the construction process the Contractor will provide temporary power

connections to the grit collection system and the bar screens. (Total building cost \$102,931.25)

Secondary Screw Lift # 1 Building

The Contractor will replace the motor control centers which includes controls for three (3) screw lift pumps, three (3) lube pumps, breakers for clarifiers 1-3, a feeder breaker for the maintenance building, two (2) bar screen with conveyor breakers, grit collector system breakers, thickener breaker, RAS/WAS station # 1 breaker, and the delta grid grounding system. The wiring in this building is in poor condition, therefore the Contractor will replace all wiring, exposed conduit, receptacles, and switches. The Contractor will replace all interior and exterior lights. In order to keep key equipment in operation during the construction process the Contractor will provide a temporary power connection to the #3 clarifier. (Total building cost \$124,700.00)

Completed Work

Primary Screw Lift #2 Building	\$113,998.00
Secondary Screw Lift #2 Building	\$165,920.50
	<u>\$279,918.50</u>

Proposed Additional Work

Primary Screw Lift #1	\$102,931.25
Secondary Screw Lift #1 Building	\$124,700.00
	<u>\$227,631.25</u>

Rehab Construction Company Inc. has performed quality work thus far and we have no reason to believe that they will continue to do so in the future. We, therefore, recommend the award for the **additional work** to the WWTP Motor Control Centers Replacement Project to Rehab Construction Company Inc. in the amount of \$227,631.25.

Yours truly,



David M. Burnett, P.E.
Engineering Manager

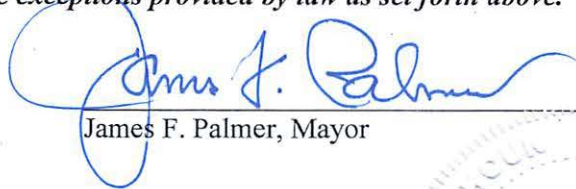
STATE OF GEORGIA
COUNTY OF GORDON
CITY OF CALHOUN
AFFIDAVIT REGARDING CLOSURE OF OPEN MEETINGS

Personally appeared before the undersigned officer, duly authorized under the laws of the State of Georgia to administer oaths, James F. Palmer, Mayor, who in his capacity as Chairperson or the person presiding over a City Council meeting of the City of Calhoun and after being first duly sworn, certifies under oath and states to the best of his knowledge and belief the following:

At its meeting held on 2/13/17 the Council's Executive Session voted to go into closed session and exclude the public from all or a portion of its meeting. The legal exceptions applicable to the exempt matters addressed during such closed meeting are as follows (Check or initial, as appropriate:)

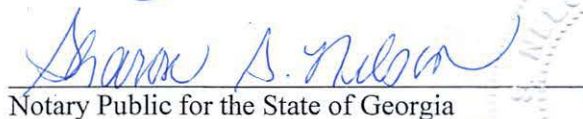
- Discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action, dismissal, periodic evaluation or rating of a government officer or employee. [O.C.G.A §50-14-3(6)]
- Privileged consultation with legal counsel pertaining to pending or threatened litigation, claims, administrative proceedings or settlements. [O.C.G.A §50-14-2]
- Discussing the future acquisition of real estate, authorize negotiations to purchase, dispose of, or lease property. [O.C.G.A §50-14-3(b)]
- Staff meetings for investigative purposes under duties or responsibilities imposed by law. [O.C.G.A §50-14-3(1)]
- Tax matters made confidential by state law. [O.C.G.A §50-14-2]
- Inspection of physical facilities under the jurisdiction of the City Council. [O.C.G.A §50-14-1(a)(2)]
- Meeting with a governing body, officer, agent or employee of another agency at a location outside the geographical jurisdiction of the City Council at which no final action is taken. [O.C.G.A §50-14-1(a)(2)]
- Other (Explanation and citation to statutory authority required:)

I certify that the subject matter of the closed meeting or the closed portion of this meeting was devoted to matters of official business or policy within the exceptions provided by law as set forth above.


James F. Palmer, Mayor

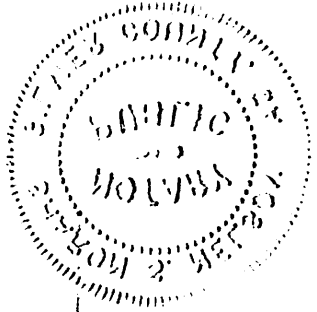
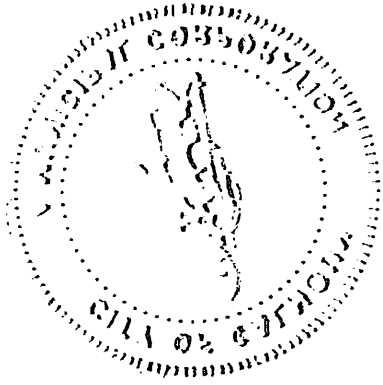

Witness

Sworn to and subscribed to before
me this 13th day of
February, 2017


Notary Public for the State of Georgia

My commission expires 2/20/2018





AMERICAN COMMUNICATIONS

