



**CITY COUNCIL MEETING
NOVEMBER 26, 2018- 7:00 PM
109 SOUTH KING STREET
DEPOT COMMUNITY ROOM**

MINUTES

PRESENT: **James F. Palmer, Mayor**
George R. Crowley, Mayor Pro Tem
Ray Mitchell Denmon, Councilman
Al Edwards, Councilman
Jackie Palazzolo, Councilwoman

ALSO: Eddie Peterson, City Administrator; Larry Vickery, Utilities Administrator; Paul Worley, Assistant City Administrator; Sharon Nelson, City Clerk; George Govignon, City Attorney; Jeff Defoor, Director of Electric Utilities; Tony Pyle, Police Chief; Lenny Nesbitt, Fire Chief; Jerry Crawford, Director of Water & Wastewater; Don Colburn, Special Operations Commander, Suzanne Roberts, Downtown Development Authority Director, and Brad Carrick, Telecommunications Director.

1. **Council Meeting Called to Order**

Welcome

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

Invocation

Councilman Edwards 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**

Councilwoman Palazzolo made a motion to approve the agenda as presented. Councilman Denmon gave a second with all voting aye. Motion approved.

4. **Amendment or Approval of Minutes**

Mayor Pro Tem Crowley made a motion to approve the minutes of the City Council meeting of November 12, 2018. Councilman Edwards gave a second with all voting aye. Motion approved

5. **Mayor's Comments**

- A. Mayor Palmer commented on the recent passing of John Meadows noting how helpful he had been to Gordon County and the City of Calhoun pertaining to the needs of our community. He was very helpful to Georgia Municipal Association and the Association County Commissioners of Georgia on the state level as well and will be missed. He stated that an election that will move quickly will be held sometime in early January for a replacement of the open position.
- B. Mayor Palmer read a proclamation recognizing November as National Hospice and Palliative Care Month. Brittany Webster of Affinity Hospice was present for the proclamation presentation. Councilman Denmon made a motion to approve the proclamation. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.

6. **Council Comments**

7. **Public Hearing and Comments**

8. **Old Business**

9. **New Business**

- A. Mayor Palmer gave the first reading of a beer, wine, and distilled spirits pouring license request for Track Side Pizza & Pub, at a location of 116 Park Avenue, by Derrick Williams. Mr. Williams will also be the restaurant manager. The application will be eligible for a public hearing on December 17th.
- B. Mayor Palmer stated a motion was needed to move the second meeting in December from December 24th to December 17th due to the Christmas holiday. Councilman Denmon made a motion to change the meeting date as requested. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.
- C. Mayor Palmer presented a request by the GEM Theatre for a thirteenth alcohol event permit in addition to their 12 approved annual events. The permit would be for their New Year's Eve Show on December 31st. The event will take place from 10:00 p.m. until 12:30 a.m. Security will be provided by Calhoun Police Department off-duty patrol and all City ordinances will be adhered to. Mayor Pro Tem Crowley made a motion to approve the request. Councilman Denmon gave a second with all voting aye. Motion approved.
- D. Mayor Palmer presented a Memorandum of Understanding (MOU) between the City of Calhoun, the Dixie Group, and the Development Authority of Gordon County. The MOU will allow the City to start the implementation of the Rivers to Ridge Trail Master Plan by providing a trail connection and an additional bridge between the Calhoun Recreation Department and the Calhoun City High/Middle School campus. The project would be funded by the 2018 SPLOST. Assistant City Administrator Worley expressed his appreciation to Dixie Group for their willingness to work with the City on the trail expansion. Councilman Edwards made a motion to approve the Memorandum of Understanding. Councilwoman Palazzolo gave a second with all voting aye. Motion approved. (copy included)
- E. Mayor Palmer presented a request by the Calhoun Fire Department to surplus two fire engines to be used as a trade in on a new Pierce Fire Engine from Ten-8 Company: 1989

Mack, VIN# 1M2H197C4KM001079, mileage 42,515; 1991 Mack, VIN# 1M2H197C6MM001135, mileage 32,357. Mayor Pro Tem Crowley made a motion to approve the request. Councilman Edwards gave a second with all voting aye. Motion approved.

- F. Mayor Palmer gave the annual Business License renewal readings, asking for a motion on each category.
- 1) Councilman Denmon made a motion to approve the Taxi Cab License renewal for Taxi Edwin. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.
 - 2) Councilman Edwards made a motion to approve the Beer and Wine Pouring License renewal for El Sol Restaurant. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.
 - 3) Councilman Edwards made a motion to approve the Beer Package License renewal for El Sol Hispanic Grocery. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.

10. Other Written Items Not on the Agenda

11. Work Reports

- A. City Administrator Peterson gave the October, 2018 General Government Cash Report. He also commented on the contributions made by Representative Meadows that were critical to the citizens of Gordon County, including a \$10,000,000 Community Development Block Grant for Cherokee Mill Lofts, \$400,000 in state funds for the expansion of the Calhoun Gordon County Library, as well as the paving of Yellow Jacket Drive. He was also instrumental in working with Blue Cross Blue Shield to ensure City of Calhoun employees received the best rates on health insurance premiums. He noted that Representative Meadows had made many, many more contributions to Gordon County, but these were just a few that have impacted our County tremendously.
- B. Utilities Administrator Vickery gave the October, 2018 Utilities Cash Report. He also stated that the tabled item from last month pertaining to the request by Butler Integrity Group, LLC to renew the land lease at 305 Richards Street for an additional 25 years has been reviewed with a beginning increase of \$700 in rent for January, 2019, raising the rental fee to \$5,400 per year with a 2% to 3% increase every five years. Mayor Pro Tem Crowley made a motion to remove the item from the table. Councilman Denmon gave a second with all voting aye. Motion approved. Councilman Edwards made a motion to approve the land lease renewal with the noted rates. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.
- C. George Govignon, City Attorney

12. Motion to move to Executive Session, if needed

13. Motion to return to General Session

14. **Motion to Adjourn**

There being no further business to come before the council, Mayor Pro Tem Crowley made a motion to adjourn, Councilman Denmon gave a second with all voting aye. The motion was approved and the meeting adjourned at 7:23 p.m.

Approved:



James F. Palmer, Mayor

Submitted:



Sharon Nelson, City Clerk





City of Calhoun, Georgia

Site of New Echota in the Land of the Cherokee

Memorandum of Understanding for The City of Calhoun, The Dixie Group (aka "Masland Carpets, LLC") and The Development Authority of Gordon County

November 26, 2018

The Dixie Group
200 Fair Street
Calhoun, Georgia 30701

This MOU is to memorialize a contract for the exchange of services for value in return for the transfer of certain lands to the City of Calhoun ("the City") in fee simple to facilitate the Calhoun-Gordon County Rivers to Ridge Trail System Master Plan. The first connection the City of Calhoun would like to make is connecting the Calhoun Recreation Department with the Calhoun Middle/High School Campus. To accomplish this goal the City desires to build a trail section across the Dixie Group's campus. Please see Exhibit "A" for a detailed display of the proposed trail project.

The City's intent of the MOU is for the Dixie Group to transfer title in fee simple the identified 30 foot wide parcel of land (1.8 acres, more or less, with the exact meets and bounds of same to be determined later by a survey to be recorded and referenced for a property description in the deed transferring title) to the City for the purpose of constructing a 10 foot wide paved walking trail. The City acknowledges and accept the desire for the Dixie Group to reserve the right to construct a new entrance along the road frontage of Pine Street if the need arises in the future, and in such an event, an easement agreement in favor of the Grantor shall be included in the final transfer of the property.

The parties agree that a transfer of these lands in fee simple to the City, rather than by an easement appurtenant or right-of-way easement will allow for the best use of the immunity protections granted by the Recreational Property Act ("RPA") (O.C.G.A. § 51-3-20 *et seq.*) as this means of property control or ownership is best employed to determine the "owner" for liability purposes pursuant to O.C.G.A. § 51-3-21(3). Additionally, the transfer in fee simple would make these lands property belonging to the municipality, and therefore would provide the protections of liability associated with sovereign immunity in addition to those available through

the RPA. This best insulates Dixie Group with regard to any activities involving the recreational use of the trail section adjacent to their remaining property.


In consideration for the exchange, in return for the Dixie Group granting the City's request, the City agrees to resurface S. Fair Street (See Exhibit "B") through a contract with Northwest Georgia Paving. In addition, the City commits to paving two existing parking areas (See Exhibit "C") in exchange for the identified property in Exhibit A. Also, the City agrees to pay for and install a new security fence the length of the trail as shown on Exhibit A. The City of Calhoun agrees that the Dixie Group will not be liable for any injury occurring on the Recreational Trail as the Trail system will be covered by the City's liability insurance coverage.

The City's Engineering Department is in the process of drawing up an official recordable survey of the lands transferred in fee simple and a deed reflecting same to be recorded in the Office of the Clerk of Superior Court at a later date, or as soon as practicable. The deed will be prepared by the City Attorney and submitted to the Dixie Group for legal review. If required, the City will prepare and record a subdivision plat.

The City anticipates in addition to signature lines for the City and Dixie Group, The Development Authority of Gordon County ("the Development Authority") shall serve as a party to this memorialized agreement with regard to any and all security interests that they may possess in the described lands as a result of the duly executed 2012 and 2013 P.I.L.O.T. Agreements. The Development Authority shall execute any and all necessary title documents necessary to release said interests in these lands to be recorded with the deed to the City to ensure that the land is granted in fee simple and without impairment.

Finally, it shall be required that Dixie Group notify the current holder of the aforementioned Bonds created by said P.I.L.O.T. Agreements to ensure the absence of any objection, reservation, or other legal issue with the terms contained herein prior to the final execution of this agreement by the authorized agent of the business entity.

This MOU shall become effective upon signature by the authorized officials for the parties and will remain in effect through the duration of the project. The City of Calhoun will commit to the above mentioned paving immediately, and when all remaining deed work is finished the Dixie Group agrees to execute said deed transferring title in fee simple. By signing below all parties acknowledge their respective responsibilities in order to fulfill the intent of this MOU.



Mayor James F. Palmer
City of Calhoun, Georgia

Authorized Agent
Dixie Group

Authorized Agent
Dev. Auth. of Gordon Co.

Northwest Georgia Paving, Inc.
P.O. Box 578
Calhoun, GA 30703
Office: (706) 383-5306
Fax: (706) 383-5305
Cell: (770) 547-4028
Email: broberts@nwgpinc.co



Job Name: COLOR MASTERS Rd and
Parking Lot
Job Location: CALHOUN GA
Proposal Dated: 10-18-18
Company: City of Calhoun
Contact: Mr. Shawn Chastain
Cell: 678-986-3125
Office:
Email: schastain@calnet-ga.net

Proposal

Description
Subtotal Description

Roadway Paving

Furnish and Install Tack Coat

Pave with Asphaltic Concrete 12.5 mm superpave at an average depth of 2"

Approximately 1000 by 23

Total Cost \$43,900.00

Parking Lot 1

Furnish and Install Tack Coat

Pave with Asphaltic Concrete 12.5 mm superpave at an average depth of 1.5"

Approximately 1380 sy

Total Cost \$19,620.00

Parking Lot 2

Furnish and Install Tack Coat

Pave with Asphaltic Concrete 12.5 mm superpave at an average depth of 1.5"

Approximately 1398 sy

Total Cost \$19,780.00

Proposal Certification

NOTES:

- **One year warranty**, starting from date of Asphalt Pavement completion, **does not** cover damage to asphalt course, base course, and sub-grade **due to construction traffic**.
- **Above price is subject to change in relation to the difference of the cost of liquid asphalt at the time of placement versus the cost at the date of this proposal. The cost adjustment will be tied to the DOT asphalt index.** <http://www.dot.state.ga.us/doingbusiness/Materials/Pages/asphaltcementindex.aspx>
- Above price includes no permits. Owner is responsible for obtaining all necessary permits.
- Above price includes no engineering, layout, monitoring of erosion control, or testing.
- Above price includes no layout, testing, prime coat, striping, sidewalks, concrete aprons, dumpster pads, dolly pads, dock pads, curbing, concrete paving, saw cutting, stone under concrete flat work or curbing, or curb backfill.
- Above price includes no layout. Layout must be provided with offset stakes set at 4' from the back of curb with top of curb grade/edge of pavement with finish grades and at a maximum distance apart of 25'.
- Above price includes no shoulder dressing, grassing or erosion control.

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Office:
Email: schastain@calnet-ga.net

Proposal

Description

Subtotal Description

- Above Curb, Base, & Paving price includes no layout.
- Above price includes no grading, construction, or backfilling of any concrete items other than the curbing shown above.
- Owner is responsible for locating all utilities. We are not responsible for damage to unmarked underground utilities or the relocation of any utilities. If a marked utility is damaged, our liability will be limited to the cost of repairing the damaged utility.
- We are not responsible for damage to unmarked underground utilities or the relocation of any utilities. If a marked utility is damaged, our liability will be limited to the cost of repairing the damaged utility.
- We are not responsible for the damage or cost of repairs to any existing surfacing due to the construction traffic required to complete this project.
- We are not responsible for the removal or replacement of any unsuitable material. Extra work, if required to achieve a surface that will withstand a load of thirty tons, will be billed at hourly rates plus the cost of additional material.
- We are not responsible for the removal or replacement of any unsuitable material below a stripping depth of 6". Extra work, if required to achieve a surface that will withstand a load of thirty tons, will be billed at hourly rates plus the cost of additional material.
- Above price is based on one (3) mobilization. Additional mobilizations will be billed at a rate of \$3,800.00 per crew, per crew per mobilization.
- Above price includes no work on nights or weekends.
- Above price includes no asphalt patching or leveling.
- Above price includes no traffic control.
- Above price includes no work on any right-of-ways.
- Above price includes no removal of toxic or contaminated materials.
- Above price includes no rock excavation.
- All excess dirt will be placed on site.
- All excess waste material will be placed on site.
- Above prices are based on on-site dirt being usable. Any off site material necessary to complete this project will be an additional charge.
- Owner is responsible for furnishing borrow material.
- Owner is responsible for furnishing waste pit.
- Owner is responsible for all dumping fees.
- Above price includes no striping.
- Above price includes no thermoplastic striping.
- No grinding or stripe removal included
- Above price on DOT work is not based on a redline drawing.
- Above price includes no "travel gravel" before installation of base and paving and all concrete items must be in place before base crew is mobilized.
- Above price includes no "travel gravel" before installation of base and paving and all flatwork concrete items must be in place before base crew is mobilized. Base crew will not be mobilized until 75% of curbing is installed.
- NWGP will not be responsible for correct subgrade compaction, insufficient stone depth, improper stone compaction, or failures in subgrade or stone base if GAB is installed by others. Additional base prep or undercutting, if required, will be performed on an hourly basis.
- All subgrade will be prepared by others to one inch of finish subgrade and required compaction. Extra work, if required, will be billed at hourly rates plus the cost of additional material.
- All subgrade will be prepared by others to one inch of finish subgrade with an average deviation of zero and required compaction. Extra work, if required, will be billed at hourly rates plus the cost of additional material.
- We will not be responsible for any cracks in the new paving, which may result from reflective cracks in the existing pavement.
- If stone base course or asphalt is installed in the early stages as a convenience measure, we will not be responsible for weather

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Proposal

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Subtotal Description

related failure, damage from construction traffic, removal or replacement of contaminated stone base, removal or replacement of damaged asphalt, or cleaning, should it be required.

- We do not guarantee the surface water drainage off asphalt paving having a design slope of less than 1 %.
- We do not guarantee the pavement surface to be free of slippage cracks or roller marks on any grade 14% or greater.
- Our proposal is based on the asphalt paving being placed immediately following the aggregate base course thereby avoiding additional preparation and contamination.
- All concrete items must be in place before installation of the base and paving.
- Any items of work related to obtaining or maintaining an EPD General Storm Water Permit or Land Disturbance Permit is not included in our base bid for this project.
- The above price includes no bond. If a bond is required, add 1% to the total price.
- This proposal must be made an integral part of any contract entered into as a result of this quotation.
- We will accept no back-charges or liquidated damages on this project.
- Payment is to be done in monthly estimates of work performed with final payment in full upon completion of our work.
- NWGP has allowed for the following amount of working days (M –F/Saturday if rained out earlier in the week) to complete the scope of work in our proposal. Conditions must be suitable to work in order to have a valid working day. Any acceleration of this schedule will result in additional costs for overtime charges. NWGP will not be responsible for liquidated damages unless we exceed the amount of working days listed. below
Durations: Fine Grade: days Base Course: days Prime Coat: days Asphalt Binder: days Asphalt Topping: 2 days Curb and Gutter: days Striping: days
- Above price includes no work on the weeks of Christmas and New Year.
- Above price is based on site meeting with Mr. Chastain on 10-17-18 and on attached drawings
- We thank you for the opportunity of quoting this work and if our proposal is found to be satisfactory, please sign the original of this letter as indicated, and return to us for our files so this project can be scheduled.

Submitted By: Bryan S Roberts
Estimator & Project Manager

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. I will be responsible for all attorney's fees incurred during collection. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn by us if not accepted within 15 days.

Authorized Signature: _____

Date of Acceptance 11/26/2018