

**CITY OF CALHOUN
REGULAR CITY COUNCIL MEETING
DEPOT COMMUNITY ROOM
109 SOUTH KING STREET
JANUARY 10, 2005, 7:00 P.M.**

MINUTES

**PRESENT: James F. Palmer, Mayor
Lorene Potts, Mayor Pro Tem
Ray M. Denmon, Councilman
George R. Crowley, Councilman
David Hammond, Councilman**

**ALSO: William P. Bailey, City Attorney
Kelly Cornwell, Director of Utilities
Eddie Peterson, Director of Public Safety and Public Works
Cathy Harrison, City Administrator**

1. Mayor Palmer called the meeting to order and welcomed everyone in attendance. He expressed pleasure at having the members of the Youth Leadership group in attendance.
 - a. Mayor Palmer stated that in lieu of an invocation, he would ask each one to stand for silent prayer, remembering the troops who were called in to active duty from the Calhoun, Gordon County area. He stated there were approximately 150 of these troops who will spend the next three months at Ft. Stewart and the following three months in California. Then they will be overseas for a year. He asked that each one remember these troops and pray for their safe return.
2. Mayor Palmer led the group in the Pledge of Allegiance to the United States Flag.
3. Mayor Palmer asked Lenny Nesbitt, sponsor of the Youth Leadership group to introduce the other sponsors, consisting of adults from the Adult Leadership group. These were introduced and he then asked the Youth Leadership group members, approximately 30 individuals, to stand and introduce themselves and to state the school they attended. Mayor Palmer stated he welcomed each one and asked them to return in the future.
4. Mayor Palmer gave his State of the City address, as per the attached "EXHIBIT A."
5. Minutes of the December 13, 2004 and December 20, 2004 regular City Council meetings were approved as written on a motion by Mayor Pro Tem Potts and a second Councilman Hammond, with Mayor Pro Tem Potts, Councilman Hammond, Councilman Denmon, and Councilman Crowley voting affirmatively, motion carried.
6. Mayor Palmer stated for reporting purposes, he would reappoint the existing Council members for the following year. He stated that since the city has two relatively new members, Councilman Crowley and Councilman Hammond, and they have only been assigned to committees for a short period of time, he would reappoint the members to the exiting committees that they currently chair for the next year and at that time, he would begin a rotation. The appointments for 2005 are as follows:

- a. Mayor Pro Tem Potts: Street, Sanitation, Cemetery, Animal Control, Parks, Zoning Advisory Board, Main Street Partnership and Downtown Development Authority
- b. Councilman Denmon: Water Plant, Sewer Plant, Water Construction, Sewer Construction, Building Inspection
- c. Councilman Crowley: Electric Department, Telecommunications, Revolving Loan Advisory Commission, and Airport Authority.
- d. Councilman Hammond: Police, Fire, Coosa Valley Regional Development Center

7. Mayor Palmer stated he would entertain a motion for Mayor Pro Tem for 2005. He stated Councilwoman Potts currently serves in that position and he would recommend her reappointment. Councilman Denmon made a motion to reappoint Councilwoman Potts to the position of Mayor Pro Tem for 2005, second by Councilman Crowley, with Councilman Denmon, Councilman Crowley, and Councilman Hammond voting affirmatively, motion carried.

8. Mayor Palmer made a recommendation for the appointment of department heads for 2005. He stated those would be the same as those that currently serve in those positions, with the exception of Acting Police Chief. He stated Garry Moss currently serves in that position, but he would recommend that Garry Moss be appointed as the permanent police chief. He recommended the staff and department heads be appointed as follows:

- a. City Administrator/Clerk/Finance DirectorCathy Harrison
- b. Director of UtilitiesKelly Cornwell
- c. Director of Public Safety and Public Works.....Eddie Peterson
- d. Police Chief.....Garry Moss
- e. Fire ChiefLenny Nesbitt
- f. Street Department SuperintendentKevin McEntire
- g. Director of Water & SewerJerry Crawford
 - Water Treatment SuperintendentDanny Stephens
 - Sewer Plant SuperintendentCarlton Rogers
 - Water Construction Superintendent.....Kenneth Logan
 - Sewer Construction Superintendent.....Mark Williamson
 - Water and Sewer MaintenanceBobby Robertson
- h. Electric Superintendent.....Larry Vickery
 - Telecommunications Superintendent.....Brad Carrick
- i. Golf ProfessionalRobby Cole
- j. Golf Maintenance SuperintendentHarold Franklin
- k. Director of Recreation.....Ronnie Reeves

Following discussion, Councilman Crowley made a motion to approve those listed as staff and department heads for the year 2005, second by Councilman Denmon, with Councilman Crowley, Councilman Denmon, Councilman Hammond and Mayor Pro Tem Potts voting affirmatively, motion carried.

9. Mayor Palmer stated he would entertain a motion for appointment of City Chaplain for 2005. He stated he would recommend Dr. Bert Vaughn to that position. Councilman Hammond made a motion to appoint Dr. Bert Vaughn to serve as City Chaplain for 2005, second by Councilman Denmon, with Councilman Hammond, Councilman Denmon, Councilman Crowley and Mayor Pro Tem Potts voting affirmatively, motion carried.

10. Mayor Palmer recommended the reappointment of William P. Bailey as City Attorney for 2005. Councilman Denmon made a motion to reappoint William P. Bailey as City Attorney for 2005, second by Councilman Hammond, with Councilman Denmon, Councilman Hammond, Councilman Crowley and Mayor Pro Tem Potts voting affirmatively, motion carried.
11. Mayor Palmer stated he would entertain a motion for the appointment of Municipal Court Judge for 2005, and he would recommend Ms. Suzanne Hutchinson-Smith to continue to serve in this position. Councilman Hammond made a motion to reappoint Ms. Suzanne Hutchinson-Smith as Municipal Court Judge for 2005, second by Councilman Crowley, with Councilman Hammond, Councilman Crowley, Councilman Denmon and Mayor Pro Tem Potts voting affirmatively, motion carried.
12. Mayor Palmer stated he would entertain a motion for the Indigent Defense Attorney for the City Municipal Court for 2005 and he would recommend the reappointment of Ms. Rebecca Paris. Councilman Denmon made a motion to reappoint Ms. Rebecca Paris to serve as Indigent Defense Attorney for the City Municipal Court for 2005, second by Councilman Crowley, with Councilman Denmon, Councilman Crowley, Councilman Hammond, and Mayor Pro Tem Potts voting affirmatively, motion carried.
13. Mayor Palmer stated he would entertain a motion to reappoint the Town Marshal for 2005. He stated Randy Jackson currently serves in this position and he would recommend his reappointment. Mayor Pro Tem Potts made a motion to reappoint Randy Jackson as Town Marshal for 2005, second by Councilman Hammond, with Mayor Pro Tem Potts, Councilman Hammond, Councilman Denmon, and Councilman Crowley voting affirmatively, motion carried.
14. Mayor Palmer stated he would entertain a motion for reappointment of R. M. Dobbs & Co. as Independent City Auditors for 2005. Councilman Hammond made a motion to reappoint the firm of R. M. Dobbs & Co. as Independent City Auditor, second by Councilman Denmon, with Councilman Hammond, Councilman Denmon, Councilman Crowley, and Mayor Pro Tem Potts voting affirmatively, motion carried.
15. Mayor Palmer reviewed a current Banking Resolution and proposed its adoption for the year 2005. Following review, Councilman Denmon made a motion to adopt the Banking Resolution, second by Councilman Hammond with Councilman Denmon, Councilman Hammond, and Mayor Pro Tem Potts voting affirmatively, and Councilman Crowley, who currently serves as an officer in one of the local banks abstaining, motion carried.
16. Mayor's comments:
 - a. Mayor Palmer reminded the Council of the GMA Legislative Mayors' Day Conference in Atlanta on January 22-24, 2005. He stated all elected officials are currently registered, as well as staff members.
 - b. Mayor Palmer stated there will be a public day of celebration at the Friendship Baptist Church honoring Dr. Martin Luther King, Jr. on January 16, 2005. He asked those elected officials who had free time on that day to consider attending that celebration. He stated the city has prepared a proclamation to be presented, honoring Dr. Martin Luther King, Jr., and he reviewed the proposed proclamation.

Councilman Crowley made a motion to adopt the proclamation, second by Councilman Denmon, with Councilman Crowley, Councilman Denmon, Councilman Hammond, and Mayor Pro Tem Potts voting affirmatively, motion carried.

c. Mayor Palmer asked Mayor Pro Tem Potts to review the zoning matters scheduled for January 24, 2005, as follows:

- 1) A request for zoning of R-1B and annexation of a house and lot at 116 Sylvania Circle by Evelyn M. and Gary W. Haulk.
- 2) A request for zoning of C-2 and annexation of 2.494 acres at 1322 Lovers Lane Road by Julian and Jackie Jones. (This property is not eligible at this time for annexation. The applicant has requested that the motion be tabled until adjoining property is annexed.)
- 3) A request by Haley Stephens to de-annex Lot 3 on Red Bud Road, west of the Circle M Convenience Store.

17. Council Comments:

a. Mayor Pro Tem Potts stated:

- 1) During the month of December, the street department installed 12 new street signs and completed 22 shop work orders. They ran the storm water maintenance plan, checking all grates and pipes on December 15. They performed yearly maintenance, removing grates and cleaning out storm water boxes and piping along right-of-ways. They worked the annual Christmas Parade of Lights, setting up bleachers and assisting the police department with traffic control.
- 2) The sanitation department ran their routine commercial routes, serviced vehicles and gained one 6-yard dumpster account.
- 3) The parks department crews picked up litter and maintained all fountains and all city parks and grounds. They completed maintenance jobs at City Hall, the Library, and the Depot. They also provided new ceilings and enclosed a window at the police department.
- 4) The cemetery department supervised the opening and closing of 14 grave sites. They sold 12 new grave spaces and assisted in the setting of 4 new monuments. They performed routine maintenance at both Fain and Chandler Cemeteries.
- 5) The animal control department responded to 45 customer calls.

b. Councilman Denmon stated:

- 1) During the month of December, the water treatment plant treated a daily average of 9.396 million gallons. He reported the Brittany Drive plant produced 33.3% of the city's total potable water for the month.
- 2) The waste treatment plant treated a daily average of 8.73 million gallons during the month of December. The average BOD effluent was 13, the average suspended effluent was 20 and the average COD effluent was 85.
- 3) The water construction department made 40 water connections during the month, changed out 4 meters, and repaired 41 leaks. They installed 940 feet of 2-inch PVC pipe and 450 feet of 8-inch ductile iron pipe. They set 18 new meters, installed 6 new fire hydrants, and responded to 340 calls. They responded to 288 requests for locations.

- 4) The sewer construction department made 5 sewer connections. They repaired 8 sewer services, and 2 manholes. They replaced 480 feet of 6-inch clay pipe with PVC pipe along Rose Way, inspected 650 feet of sewer main and 1100 feet of sewer services. They provided 199 locates and repaired 3 lift stations. They responded to 10 service calls and cleaned 3,500 feet of sewer lines. They inspected 12 manholes. The sludge disposal unit applied 1712 cubic yards of sludge, or 278 dry tons.
- 5) The building inspection department sold 42 permits for \$3.9 million of proposed new construction.

c. Councilman Crowley stated:

- 1) During the month of December, the electric department continued installing the electrical panel and service installation for the water plant pumping expansion. There are multiple electric projects ongoing, including proposed pumping stations, the waste treatment plant and the offices for the police department. The first phase of the system protection and reliability project is continuing, and Christmas lighting has been removed. Permanent clock and wiring locations are under way for the Streetscape Project. The first part of Phase II of the South Park Street Streetscape lighting has been completed. The North Georgia National Bank on Redbud Road underground lighting is complete. The new CVS Pharmacy electrical service is complete. The soccer complex lighting project has been rescheduled for mid-January. The engineering department is surveying for field alignment and projects coordinating with the parks and recreation department. They have started engineering controls for the new Union Grove pump station. They also started preliminary engineering on relighting the tennis courts and new tennis shop building for the recreation dept. They also started lighting design for the North Park Avenue Streetscape, with material in stock. The electric department completed 21 street and security lighting projects, responded to 25 new business and maintenance calls, and responded to 3 after-hours callouts.
- 2) Telecommunications completed and connected fiber to Calhoun Millworks for internet service, Completed construction to Shaw Industries for a new 10 meg connection to the plant on South 41. They signed and completed an internet connection for Regional Cancer Specialists, and provided 3 quotes for internet service. They opened and completed 44 work orders.
- 3) During the month of December, the electric department issued 13 permits, performed 29 inspections, set 9 meters and purchased over 28 million kWh of wholesale electricity.

d. Councilman Hammond stated:

- 1) During the month of December, the police department made 609 cases, including 14 for driving under the influence. They also issued 357 warnings. They collected \$66,260.00 in fines on previous cases. They provided 74 escorts and 1317 incident reports. They responded to 266 alarms, and drove 51,867 miles on patrol.

- 2) The fire department responded to 50 calls for service during the month of December. This included 9 fire incidents with estimated damages of \$33,700.00. They responded to 16 emergency medical incidents, with 14 injuries. There were 10 hazardous condition incidents, 4 good intent calls, and 11 false alarms. During the month of December, the firefighters trained on blueprints and maps. They participated in the United Way food drive at Wal-Mart. They assisted the boy scouts as they toured Station #1 for safety education classes. They assisted with the Christmas Parade. They completed all regular station and vehicular maintenance during the month. The fire inspection unit conducted 24 inspections during the month, including 4 annual, 4 new business, 12 requested, and 4 follow up inspections. They attended preconstruction meetings for the Calhoun Church of Christ for the new church and school complex, and they attended the North Georgia Code Officials meeting.

18. Public Hearings.

- a. Mayor Palmer stated at this time, public hearings on zoning matters would be held. The public would have the opportunity to make pro and con comments with a ten-minute maximum time limit for each side of the matter. Each person speaking would be required to have filed a Financial Disclosure Statement five days prior to the hearing, and each person would be required to give their name and address before speaking. An inquiry was made to determine if any of the elected officials had filed a disclosure statement regarding ownership or special interest in the agenda items. The response was negative. Mayor Palmer reviewed the Standards Governing the Exercise of Zoning Power, as follows:

STANDARDS GOVERNING THE EXERCISE OF ZONING POWER

- (1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.
- (3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.
- (4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.
- (5) Whether there will be capital costs for capital improvements to serve the area. Capital costs shall include water mains, sewer mains, new street pavement or widening, new fire stations or equipment, new police stations or equipment, and other like costs.
- (6) Whether the zoning proposal is in conformity with the policy and intent of the land use plan.
- (7) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for their approval; or disapproval of the zoning proposal.
- (8) Whether there are other factors relevant to balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property.

VARIANCE CONSIDERATIONS (ONE OR MORE)

- (a) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.
- (b) The application of this ordinance to the particular piece of property would create an unnecessary hardship.
- (c) Such conditions are peculiar to the particular piece of property involved.
- (d) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this ordinance, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

- 1) Mayor Palmer gave a second reading of a request for rezoning from R-1 to C-N by Marsha McDaniel for a lot on Curtis Parkway SE.
 - a) A public hearing was opened.
 - b) Harrison reported that notification to adjoining property owners had been completed, signs had been placed on the property and notices had been forwarded to the local legal organ for publication.
 - c) Councilwoman Potts stated the Zoning Advisory Board met on this matter on January 6, 2005 at 4:30 p.m. Following a review of the report by the Zoning Review Committee and review of the application, the Zoning Advisory Board had recommended the following actions based on the following review of the standards

STANDARDS GOVERNING THE EXERCISE OF ZONING POWER

- (1) The proposal would permit a use that is suitable in view of the use and development of adjacent and nearby property.
- (2) The proposal would not adversely affect the existing use or usability of adjacent or nearby property.
- (3) The property as currently zoned has limited economic use as currently zoned in the county.
- (4) The zoning proposal will not result in a use which would cause an excessive burden on existing streets, utilities or schools.
- (5) There will be no additional capital costs required, since the lot is fully developed at this time.
- (6) The proposal is in conformity with the policy and intent of the land use plan, since it has been determined that the area is developing toward commercial, plus there is heavy traffic in the area.
- (7) There are no other existing or changing conditions affecting the use and development of the property which would give supporting grounds for the approval or disapproval of the zoning proposal.
- (8) There are no other factors relevant to balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property.

- d) Mayor Palmer inquired if there were any comments by the applicant.

- e) Flipper McDaniel, husband of Marsha McDaniel, stated he had no comments but would be available to respond to questions.
 - f) Mayor Palmer asked if there were any other questions or comments. There were none and the public hearing was closed.
 - g) Mayor Pro Tem Potts made a motion to waive the third and fourth reading and approve the request and to approve rezoning from R-1 to C-N, second by Councilman Crowley, with Mayor Pro Tem Potts, Councilman Crowley, Councilman Denmon, and Councilman Hammond voting affirmatively, motion carried.
- b. Other hearings and comments:
- 1) Mayor Palmer opened a public hearing on a new taxi license request by Larry Wayne Carver, d/b/a Taxi Domingo, with a commercial office address at 519 Oothcalooga Street, Suite B. Mayor Palmer stated the police report is clear and asked if there were any comments by the applicant or the Council. There were none and the public hearing was closed. Mayor Pro Tem Potts made a motion to approve the application, second by Councilman Hammond, with Mayor Pro Tem Potts, Councilman Hammond, Councilman Denmon, and Councilman Crowley voting affirmatively, motion carried.
19. Old business: **none.**
20. New business:
- a. Mayor Palmer gave a first reading of a beer pouring license application for Kurani Pizza, Inc., d/b/a Pizza Hut, at 613 Highway 53 East, Melba Jane Price, Manager. Mayor Palmer stated the earliest date for a public hearing would be February 14, 2005 at 7:00 p.m. Councilman Hammond made a motion to set the public hearing for that date and time, second by Councilman Denmon, with Councilman Hammond, Councilman Denmon, Councilman Crowley, and Mayor Pro Tem Potts voting affirmatively, motion carried.
 - b. Mayor Palmer gave a first reading of a rezoning request by the Coosa Valley Credit Union, agent for Julian D. Fuller, to rezone approximately one acre on the east side of South Industrial Boulevard, one lot south of Highway 53, from Ind-G to C-2 for development of a credit union office, with a variance to allow a modular unit until the permanent building is designed and completed. Mayor Palmer stated the earliest date for a public hearing would be February 14, 2005 at 7:00 p.m. Councilman Denmon made a motion to set the public hearing for that date and time, second by Councilman Crowley, with Councilman Denmon, Councilman Crowley, Councilman Hammond, and Mayor Pro Tem Potts voting affirmatively, motion carried.
 - c. Mayor Palmer gave a first reading of a request for zoning of R-1B and annexation of a house and lot at 100 Georgia Drive by Bernardino Rodriguez. Mayor Palmer stated the earliest date for a public hearing would be February 28, 2005 at 7:00 p.m. Councilman Hammond made a motion to set the public hearing for that date and time, second by Councilman Denmon, with Councilman Hammond, Councilman Denmon, Councilman Crowley, and Mayor Pro Tem Potts voting affirmatively, motion carried.
 - d. Mayor Palmer gave a first reading of a request for zoning of C-2 and annexation of 2.63 acres on Lover's Lane Road across from Cracker Barrel by Carolyn L.

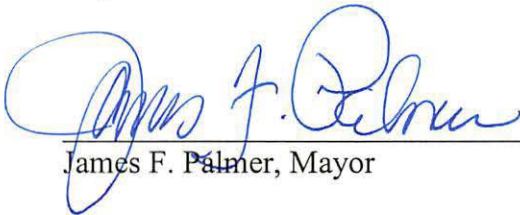
Cochran. Mayor Palmer stated the earliest date for a public hearing would be February 28, 2005 at 7:00 p.m. Mayor Pro Tem Potts made a motion to set the public hearing for that date and time, second by Councilman Hammond, with Mayor Pro Tem Potts, Councilman Hammond, Councilman Denmon, and Councilman Crowley voting affirmatively, motion carried.

- e. Mayor Palmer reviewed the Mohawk/Aladdin Agreement for Administrative Grant Services with David E. Ronningen for the EIP grant for road development for the Mohawk/Aladdin project. He stated the city would not be a direct party to the agreement but would need to acknowledge the agreement, since the city would work with both parties in securing and administering the EIP grant if awarded. Following review, Councilman Crowley made a motion to acknowledge and to agree to support the efforts of Mohawk/Aladdin for the grant application and for administration of the grant, if procured. The motion was seconded by Councilman Hammond, with Councilman Crowley, Councilman Hammond, Councilman Denmon, and Mayor Pro Tem Potts voting affirmatively, motion carried. (See Agreement attached hereto as "EXHIBIT B.")

- 21. Other written items not on the agenda: **none.**
- 22. Work reports:
 - a. Director of Utilities, Kelly Cornwell stated he had provided each member a written update on the special projects and their current status. Mayor Palmer asked that this report be made a part of the minutes as "EXHIBIT C."
 - b. Eddie Peterson, Director of Public Safety and Public Works: **no report.**
- 23. Mayor Palmer stated it was not necessary to move to executive session.
- 22. Mayor Pro Tem Potts made a motion to adjourn, second by Councilman Hammond, with Mayor Pro Tem Potts, Councilman Hammond, Councilman Denmon, and Councilman Crowley voting affirmatively, motion carried.

Approved:

Submitted:



James F. Palmer, Mayor



Cathy Harrison, City Administrator

“EXHIBIT A”

2005

State of the City Address

I want to begin by saying thank you for allowing me to serve. It is an honor and a privilege and I will always do my best to make the decisions that are in the best interest of the City of Calhoun.

I am fortunate to work with a Council and staff that work well together. The Council Members study the issues, are well informed and prepared to make the hard decisions.

I also want to recognize the contributions of Dickie Shelton, who served on the Council for 17 years and passed away on January 17, and those contributions of Mark Ethridge, who served on the school board for three years and passed away on September 9.

2004 was a very good year for the City of Calhoun. We were able to move forward with several projects, building on existing infrastructure, taking advantage of low interest loans and several grant opportunities.

- ◆ City Hall had one of its busiest years ever, with many difficult changes requiring a lot of extra work and extra training. They continue to work toward the total implementation of the required GASBS 34 changes in governmental accounting. They reviewed spending practices and made many adjustments to cope with lower revenues that resulted due to a slump in the economy. They continued to stress collections of taxes, licenses and utilities.
- ◆ The electric department gained over 125 new customers during the fiscal year. They reconducted 3.5 miles of major electric lines associated with the downtown streetscape project and added a new feeder line over 4 miles long along Red Bud Road and Curtis Parkway. They completed major lighting projects associated with major construction projects such as Gordon Hospital, Home Depot, and the new primary and elementary schools.
- ◆ The telecommunications department gained 19 new customers and began repayment of its start-up debt.
- ◆ The city completed Phase II of the water and sewer replacement project for the Mill Village area. The project also included repaving of streets and was done with the aid of a \$459,000.00 CDBG grant.
- ◆ The water department treated over 3.5 billion gallons of water, making us one of the top 20 water producers in the state. We completed the well project on Brittany Drive and closed the permanent bond issue for the purchase of Big Spring. The piping to connect the spring to the water system is included in the fiscal 2005 budget. The two projects will provide 12 million gallons a day to the raw water system. We built two new reservoirs, one on the northwest side of the county and one on the southwest side of the county. This will allow additional coverage and better pressure in these areas.
- ◆ The sewer department treated over 2.4 billion gallons of waste and made 269 sewer connections. The city began renovation of the oldest portion of the waste water plant. This will provide 4 million gallons of capacity that has been unusable. A portion of the work will be done by individual contractors and a portion will be completed by the new water and sewer maintenance and construction crew. The North Interceptor replacement project was completed and will provide growth capacity for the north end of the city. The city also began the engineering and construction of the south sewer interceptor line and has applied for a \$500,000.00 OneGeorgia grant to aid in the project.
- ◆ Calhoun continues its rapid growth. We had 18 new zoning requests and annexation of 348 acres. We issued 725 building permits for \$41 million of new construction.

In 2005, safety will continue to be a priority. Both police and fire personnel will continue to take additional training to be better prepared for any emergency.

In 2004:

- ◆ The public safety departments participated in the regional Homeland Security grant process and was awarded 1.5 million dollars for safety equipment.
- ◆ The Georgia Law Enforcement Training Center moved from Cave Springs to the Calhoun campus of Coosa Valley Technical College.
- ◆ The firing range was remodeled with asset seizure funds and inmate labor.
- ◆ Four firemen were certified as state and national instructors through the Georgia Fire Academy, National Professional Qualification Service, and the Police Officers Standards and Training Council.
- ◆ The fire department answered 800 calls for service, tested 700 fire hydrants and completed 545 inspections.
- ◆ The police department made 16,678 cases, with 178 cases of driving under the influence. They also issued 4,630 warning tickets.

The Council and Board of Commissioners worked together on several projects and the cooperation has been beneficial to both governments. We work together on the Library Board, the Airport Authority and the Industrial Development Authority.

The city is currently constructing a sewer line project to provide capacity to a new school and recreation complex in Sonoraville. With the city doing the work, it is estimated the savings to the county could be \$1 million.

We worked together with the Industrial Development Authority to provide sewer capacity to the first county industrial park, and to apply for grants to secure the location of L. G. Chem and the Mohawk expansion. They both will create new jobs for the community. We also worked together on the McDaniel Station Road improvements in the city industrial park.

Gordon County allowed the city to share in SPLOST revenues. With these funds, we have resurfaced over 30 miles of city streets in the last 4 years and upgraded several pieces of equipment.

We have replaced the Lions Club pavilion that was destroyed in the 2002 tornado. We have made swimming pool and dressing room improvements and will provide lighting for the soccer fields.

For the 7th year in a row, there was no increase in the net city M&O taxes if the appraised value of your property remained the same. City M&O taxes on a home valued at \$100,000.00 are \$60.00. The city tax bill also includes school taxes and you will note that it requires approximately 90% of your annual taxes to educate our children.

In 2005, the city will continue to stress long range planning and development in all areas serviced by the city and our goal will remain “to provide the best service for the least possible cost.”

“EXHIBIT B”

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT, made and entered into by and between Aladdin Manufacturing Corporation (hereinafter called the OWNER) and David E. Ronningen d/b/a Northwest Georgia Administrative Services of Carrollton, GA (hereinafter called the CONTRACTOR).

WITNESSETH:

WHEREAS, the OWNER desires to comply with the terms, and proceed with the administration, of an Employment Incentive Program (EIP) grant (GRANT) from the Georgia Department of Community Affairs (DCA) for road construction (referred to herein as PROJECT) and is desirous of competent and capable administrative services for said GRANT;

THEREFORE, the OWNER and CONTRACTOR, in consideration of their mutual agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1.0 – ADMINISTRATIVE SERVICES

The CONTRACTOR shall provide administrative services for the PROJECT limited to those services specifically set forth herein.

- A. The CONTRACTOR shall provide administrative services for the PROJECT as follows:
1. Guide and instruct officials in the execution of documents in the award package.
 2. Set up an accounting and filing system to maintain proper record keeping of GRANT funds.
 3. Complete the environmental assessment process (if applicable).
 4. Satisfy “general” and “specific” condition requirements.
 5. Schedule and handle all required public hearings.
 6. Aid the architect/engineer in developing bid documents for construction contractor selection and be available to answer questions from contractors.
 7. Serve as liaison between contractors and the OWNER.
 8. Comply with all labor law requirements.
 9. Provide information at a pre-construction conference with the architect, contractors and others as necessary and as determined by the PROJECT.
 10. Prepare quarterly reports and draw down requests.
 11. Draft correspondence as required.
 12. Handle all monitoring and auditing visits.
 13. Monitor progress of engineer and construction contractors for the duration of the PROJECT.
 14. Visit site during construction and provide periodic reports to OWNER, to DCA (as required) and as requested by the OWNER.
 15. Keep the OWNER advised of the PROJECT schedule.
 16. Generally, ensure compliance with Federal and State regulations.
 17. Ensure successful closeout of the PROJECT.
 18. Develop and complete EIP application for funding, including grant writing.

19. Provide OWNER copies of all documentation received or created by CONTRACTOR with regard to the PROJECT, the GRANT, this Agreement or CONTRACTOR'S services hereunder; provided however, CONTRACTOR need not provide documentation created by OWNER itself or its counsel.

B. Items specifically not included in the basic fee are as follows:

1. Project inspections, which require the expertise of other licensed, certified or registered professionals such as architects, engineers, attorneys or certified public accountants.
2. Consultations regarding other projects not related to the PROJECT.
3. Consultations for design of, accepting bids for, or other services related to, obtaining or installing furniture, fixtures and equipment for any building contained in the PROJECT.

SECTION 2.0 – OWNER'S RESPONSIBILITIES

The OWNER'S responsibilities to the CONTRACTOR shall specifically include the following:

1. Provide copies of all correspondence relevant to this Agreement and pertaining to the PROJECT upon request.
2. Make available from OWNER'S files, any data and information necessary to provide continuity and accountability of PROJECT funds, if applicable.
3. Provide original or copies of studies, reports, proposals and other documents necessary to provide an audit trail of all monies expended and received pertaining to the GRANT.
4. Designate a person to act as OWNER'S representative with respect to the work performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to the services covered by this Agreement.
5. Give prompt notice to the CONTRACTOR whenever the OWNER observes or otherwise becomes aware of a defect in the PROJECT or changed circumstances affecting the PROJECT.
6. Bear all costs incidental to compliance with the requirements of this Agreement, including, but not limited to, all advertising costs, legal costs, audit costs, bank charges, soil testing costs, land and appraisal costs and permitting fees, provided the OWNER has approved such costs and fees in writing.
7. The OWNER shall be responsible for compliance with such conditions of the GRANT as may be imposed by the DCA.

SECTION 3.0- PERIOD OF SERVICE

- A. The CONTRACTOR'S services shall commence immediately upon execution of this Agreement and shall be completed in a timely manner to facilitate completion of the PROJECT.
- B. However, it is understood that the CONTRACTOR shall not be held liable or responsible to the OWNER if construction is delayed because of any cause or causes beyond the control of the CONTRACTOR and not due to the CONTRACTOR'S own bad faith, willful misconduct or negligence including, but not limited to, acts of God, inclement weather conditions, floods, fires, acts of government, epidemics, inefficiencies of the

architect, engineer or construction contractor or failure of the OWNER to fulfill any of its responsibilities imposed by this Agreement or by law.

SECTION 4.0 -FEES FOR PROFESSIONAL SERVICES

The OWNER agrees to pay and the CONTRACTOR agrees to accept for the services described in Section 1.0, the following amount unless amended by a written amendment executed by the OWNER and CONTRACTOR:

GRANT ADMINISTRATION\$20,000

A. **Payment schedule**

1. An initial payment of 15% shall be paid upon award of the GRANT.
2. Thereafter, the CONTRACTOR will submit monthly invoices on a percentage of completion basis to the OWNER for the services performed by the CONTRACTOR and reimbursable expenses which have been approved in writing by OWNER and incurred for the specific task within the categories of services as described in Section 1.0 of this Agreement. Payments including reimbursable expenses shall not exceed the stated contract amount as shown above unless agreed to by a written amendment executed by the OWNER and CONTRACTOR.
3. The OWNER will pay the CONTRACTOR within thirty (30) calendar days of the date of the invoices submitted by the CONTRACTOR as outlined in 2 above.
 4. Additional services.
 - a. In the event the OWNER issues instructions to the CONTRACTOR to perform certain additional professional services on the PROJECT beyond the scope of services contained in Section 1.0, the fee will be based on \$75 per hour.

SECTION 5.0 – GENERAL CONDITIONS

A. **CONFLICT OF INTEREST CLAUSE**

The CONTRACTOR hereby certifies to the undersigned that others, including relatives or associates, who could benefit as a result of the execution and implementation of this Agreement, did not participate in the decision-making process and, to the best of the CONTRACTOR'S knowledge, those involved in the decision making process did not obtain a personal or financial interest in or benefit from the GRANT activities.

B. **LOBBY CLAUSE**

To the best of his or her knowledge, the CONTRACTOR hereby certifies no Federal appropriated funds have been, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement, and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any of the persons heretofore mentioned in connection with this Agreement or the GRANT , the

undersigned CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. COMPLIANCE WITH LAWS

CONTRACTOR shall be at all times in compliance with all Federal and State regulations.

D. SUCCESSORS AND ASSIGNS

Neither the CONTRACTOR nor the OWNER will assign, sublet or transfer any interest in the Agreement without the consent of the other. Subject to the foregoing, the CONTRACTOR and OWNER each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CONTRACTOR and the OWNER, except as provided below regarding the City of Calhoun.

E. TERMINATION

Either OWNER or CONTRACTOR may terminate this Agreement by submitting written notice to the other party thirty (30) days prior to the Effective Date of such notice (as stated therein) in the event the party receiving such notice has substantially failed to perform in accordance with the terms of this Agreement through no fault of the terminating party. If any party terminates this Agreement pursuant to a right provided herein, this Agreement shall terminate as to all parties without any further liability on the part of any party, except that any outstanding fees for any services performed prior to the Effective Date shall be due and payable upon the Effective Date.

F. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and same instrument.

G. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia (without regard to its conflicts of laws provisions).

H. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

I. ENTIRE AGREEMENT

This Agreement expresses the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties regarding the same subject matter. However, the parties acknowledge that the GRANT applicant will be the City of Calhoun (CITY) and that the purpose of this Agreement is to provide for the administration of the GRANT for the

benefit of the CITY. CONTRACTOR agrees to cooperate with the CITY. By the CITY'S execution of the attached Acknowledgement, the City is agreeing to these terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, 2005.

OWNER
Aladdin Manufacturing Corporation

CONTRACTOR
David E. Ronningen d/b/a Northwest
Georgia Administrative Services

By: _____

By: _____
David E. Ronningen

Title

Attest

Attest

ACKNOWLEDGMENT

A copy of the foregoing Agreement for Administrative Services has been received and reviewed by the undersigned and the undersigned hereby agrees to abide by the terms of such Agreement.

CITY OF CALHOUN, GEORGIA

Mayor

Attest:

City Clerk

“EXHIBIT C”

***Water & Sewer Special Projects Status Report
January 7, 2005***

- ◆ **Mauldin Road Water Treatment Plant Modifications and Water System Improvements, Phase IV:** Construction of the Sugar Valley Tank and Brownlee Mountain Tanks is complete. The Brownlee Mountain tank is in operation. The Sugar valley tank should be in operation by February. Engineering has begun on the Mauldin Road WTP improvements. EPD has confirmed that we will not need to build a new sedimentation basin, if “Tube or Tray Settlers” are installed in the existing basins. The two new high service pumps have been installed, electrical work is in progress. Installation of the rate of flow control valves and the meters are 70% complete. We have 85,000 feet of the 87,000 feet of new water mains, as part of the DWSRF project, installed to date. The filter work has begun. This is a twelve month project. We have received bids for the new filter controls. These are being evaluated.
- ◆ **Wastewater Treatment Plant Modifications:** The projects completed to date as part of the CWSRF Project are: New Belt Press, Sludge Conveying System, the Lime System, cleaning of the old basins, and new sludge holding facility. Contract was awarded to Hydro International for the Grit Collection System and installation is 85% complete. We hope to complete the installation by late January. Most of the aeration and clarification equipment has been delivered. Installation will begin by January 14.
- ◆ **41 South Interceptor Sewer:** Phase I has been completed. Phase II is well underway. We have 85% of the project completed. The tunnel under U.S. 41 is 80% complete. The contractor plans to have the project completed up to I-75 by February 1, 2005.
- ◆ **The Gordon County/City of Calhoun Sewer Projects:** The County has obtained all easements, but has delayed in resolving a property line dispute until late December 2004. The buffer variance has been received but the long delay has affected the schedule. The county has resolved the issue of the main entrance for the recreation facility. This also has delayed the installation of the sewer force main and water connection. Approximately 1500 feet of the 12" gravity sewer is complete.
- ◆ **Construction has begun on the Union Grove Road Booster Station:** This is a new booster station which will replace the OMC booster station and also will serve a new service datum. The new station will distribute water from our Brittany Drive Water Plant to the south west part of the county and to the new service datum for the McGill Mountain area.



Councilman Denmon, Councilman Hammond, Mayor Palmer, Mayor Pro Tem Potts, Councilman Crowley



Back Row: Danny Stephens, Carlton Rogers, Larry Vickery, Robby Cole, Garry Moss, Lenny Nesbitt
Front Row: Jerry Crawford, Cathy Harrison, Kelly Cornwell, Eddie Peterson, Kenneth Logan

**CITY OF CALHOUN
CALHOUN, GEORGIA
RESOLUTION**

WHEREAS, the City of Calhoun, Georgia designates AmSouth Bank, Branch Banking & Trust, Georgia Bank & Trust, North Georgia National Bank, Regions Bank and Wachovia Bank as authorized City Depositories; and

WHEREAS, the City of Calhoun, Georgia has established an investment policy which utilizes local banks within defined guidelines; and

WHEREAS, the City of Calhoun, Georgia has varying amounts available for deposit and investment;

NOW, THEREFORE, BE IT RESOLVED, the City of Calhoun shall utilize the following funds, with employees and elected officials being authorized to sign checks, withdrawals, etc. (Two Signatures Required):

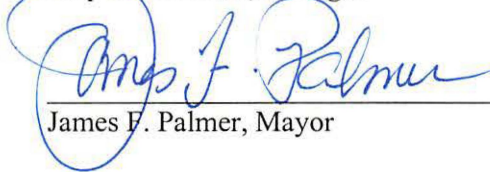
Pooled Funds Account, WPS Enterprise Funds, General Funds, Utility Deposits, Revenue Sinking Funds, Debt Service Funds, Special Project Funds, Golf Enterprise Funds – Signatures of two of the following: Cathy Harrison, Linda Brookshire, Kelly Cornwell, or James F. Palmer;

Payroll Funds – Signatures of two of the following: Cathy Harrison, Kelly Cornwell, or James F. Palmer;

BE IT FURTHER RESOLVED, the Finance Officer, Cathy Harrison, shall be authorized to establish or have established new accounts or investments for the above mentioned funds or new funds created in accordance with the investment policy or at the direction of the Mayor and Council.

ADOPTED this the 10th day of January 2005.

City of Calhoun, Georgia



James F. Palmer, Mayor

Attest:



Cathy Harrison,
City Administrator/Clerk/Finance Officer

CITY OF CALHOUN, GEORGIA

PROCLAMATION

WHEREAS, January 17, 2005 is recognized internationally as Dr. Martin Luther King, Jr. Day; and

WHEREAS, Dr. Martin Luther King, Jr., a graduate of Morehouse College and the Crozer Theological Seminary, was ordained in February 1948 at Ebenezer Baptist Church in Atlanta, Georgia; and

WHEREAS, Dr. Martin Luther King, Jr. was the primary figure in the civil rights movement for 13 years, sending a message of nonviolence to encourage people to think positively about equal rights; and

WHEREAS, being a man dedicated to principals, Dr. Martin Luther King, Jr. chose to lead his congregation and the masses toward a world of equality and brotherly love, giving all his time and energies to enlist supporters and to spread "his dream"; and

WHEREAS, on April 4, 1968, Dr. Martin Luther King, Jr. made the supreme sacrifice for his beliefs, which continue to be remembered and observed today; and

WHEREAS, citizens of Calhoun and Gordon County have the following activities planned to celebrate the 76th birthday of Dr. Martin Luther King, Jr.:

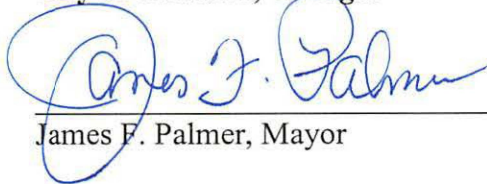
- a. January 15, 2005 – The second annual Basketball Classic.
- b. January 16, 2005 – Dr. Martin Luther King, Jr. ecumenical celebration at Friendship Baptist Church.
- c. January 17, 2005 – Salute to Greatness awards reception.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and Council of the City of Calhoun that January 17, 2005 be recognized as Dr. Martin Luther King, Jr. Day in Calhoun and Gordon County and;

BE IT FURTHER PROCLAIMED, the Mayor and Council of the City of Calhoun hereby honor the life of Dr. Martin Luther King, Jr. and recognize the success of his efforts in improving life for millions of people.

ADOPTED, this the 10th day of January 2005.

City of Calhoun, Georgia


James F. Palmer, Mayor

Attest:


Cathy Harrison, City Administrator/Clerk