

**CITY OF CALHOUN
REGULAR CITY COUNCIL MEETING
DEPOT COMMUNITY ROOM
109 SOUTH KING STREET
CALHOUN, GA
AUGUST 14, 2006, 7:00 P.M.**

MINUTES

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

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

1. Mayor Palmer called the meeting to order and gave the invocation.
2. Mayor Palmer led the group in the Pledge of Allegiance to the United States Flag.
3. Following a review of the July 24, 2006 Minutes of the Regular City Council Meeting, Councilman Crowley made a motion to approve as written. The motion was second by Councilman Denmon with Councilman Crowley, Councilman Denmon and Councilman Hammond and Mayor Pro Tem Potts voting affirmatively, motion carried.
4. Mayors Comments
 - a. Mayor Palmer reminded everyone that Senator Johnny Isakson will be at the Chamber of Commerce on August 18, 2006 from 9:00 a.m. until 11:00 a.m. He encouraged everyone to stop by and visit.
 - b. Mayor Palmer reminded the Council of the public hearing for a beer package license request of Mapco Express d/b/a Fast Food and Fuel, William Lee Carter authorized agent for two locations 328 West Line Street and 41 Highway South. The hearing is scheduled for August 28, 2006 at 7:00 p.m.
 - c. Mayor Palmer asked Mayor Pro Tem Potts to review the public hearing on zoning matters scheduled for September 11, 2006 at 7:00 p.m. Mayor Pro Tem Potts stated there will be a hearing on a request for:
 - 1) Randall and Donna McEntyre for annexation and R-1B zoning request for a house and lot located at 105 West Drive.
 - d. Mayor Palmer stated he wished to express sympathy to the family of Harold Bennett. He stated Mr. Bennett had served as the county tax collector for several years and had been very helpful to the City of Calhoun. Mayor Palmer also expressed the thoughts and concern of the Council for employee Lamar Taylor.
5. Council Comments:
 - a. Mayor Pro Tem Potts stated during the month of July:
 - 1) The street department:
 - Placed 14 new street signs.
 - Completed grading, hauling and tree cutting at the new tennis courts.

- Dug out and patched on North Wall Street, Piedmont Street, Damascus Road, Edwards Ave, Richards Street, Court Street, Alexander Street, Fair Street, Pine Street, Circle Drive, West May Street, Cherry Street, Wellco Lane, Short Mauldin Road, South King Street, Thomas Street, Wexford Drive, East Line Street, McConnell Road, College Street and Metter Lane utilizing 184.70 tons of asphalt.
 - The current Larp paving including Oothcalooga Street, Oak Street, Powell Street, and Gallmon Ave.
 - Painted lockers and tables at the street department break room.
 - Repaired broken storm water pipes on Sherwood Drive and Cove Street.
 - CDL drivers attended school taught at electric department by MEAG.
- 2) The sanitation department:
- Gained 1 eight yard dumpster.
- 3) The parks and maintenance division:
- Completed maintenance work at City Hall, Library, and at the Downtown Annex.
 - Painted the parks department shop and the street department break room and bathroom.
- 4) The cemetery department:
- Supervised the opening and closing of 10 grave sites.
 - Sold 17 new grave spaces.
 - The contractors set 6 new monuments.
- 5) The animal control division:
- Responded to 46 customer calls.
- 6) The safety committee: Topic for the month was “Labels”
- Inspected the recreation department on July 6, 2006
 - No accidents during the month.
- b. Councilman Denmon stated:
- 1) The water treatment plant facility:
- Pumped and daily average of 15.047 million gallons per day.
 - The Brittany Drive Plant produced 45.7% of the City’s potable water for July.
- 2) The water construction department:
- Made 29 water connections.
 - Changed out 30 new water meters.
 - Repaired 83 leaks.
 - Installed 900 feet of 2 inch PVC water line, 680 feet of 6 inch PVC water line.
 - Set 48 meters.
 - Installed 2 fire hydrants.
 - Pulled 20 meters.
 - Responded to 66 calls at the shop.
 - Provided 393 locates for developers and others.
 - Called in 97 locates for City work.
 - Responded to 155 miscellaneous calls.

- 3) The waste treatment plant:
 - Pumped a daily average flow of 6.179 million gallons, average BOD effluent of 7, average suspended effluent 17, and average COD effluent of 58.
- 4) The sewer construction department:
 - Made 31 sewer connections.
 - Repaired 8 sewer service lines.
 - Repaired 4 manholes.
 - Inspected 7 sewer lines for a total of 2,010 feet.
 - Inspected 17 sewer services for a total of 1,750 feet.
 - Provided 242 locates for developers and others.
 - Provided 2 lift station repairs.
 - Received 2 sewer calls.
 - Cleaned 14 sewer lines for a total of 4,650 feet.
 - Opened and inspected 20 manholes.
- 5) The sludge department:
 - Applied 1,584 cubic yards of sludge for a total of 221.5 dry tons
- 6) The building inspection department:
 - Issued 55 permits for a total anticipated construction of \$10,869,000.00 million dollars and this included \$8,200,000.00 for new industry and \$1.8 million for residential.

c. Councilman Crowley stated:

- 1) The electric department:
 - Continued to work on the water plant pumping expansion and the waste treatment plant expansion.
 - Continued to provide services for lighting for tennis courts at the recreation department and they completed engineering for lighting of two ball fields.
 - The Gordon Station on North Wall Street is complete and waiting for the developers work.
 - The Stepp office building on South Wall Street is near completion.
 - The department continues re-wiring at the Annex building on West Line Street.
 - Continue primary construction and pad mount installation for DHM Industries on South Wall Street.
 - Engineering the electrical connection for O’Riely’s Auto Parts.
 - Design East Line Street commons by Stepp Construction.
 - In the design phase of OBGYN Associates on Curtis Parkway.
 - In the design phase for McDaniel Station and Hwy 53 intersection work.
 - In design for Avalon Estates Subdivision on Beamer Road.
 - Completed 44 security lighting work orders.
 - 63 work orders for new business and maintenance.
 - Responded to 17 after hour call outs.
 - Issued 12 permits.
 - Provided 62 inspections.
 - Set 3 meters.
 - Purchased 36,161,702 KWH of electricity.

- 2) The telecommunications department:
 - Continued fiber connections for the electric department's for metering Ethernet system.
 - Completed installation of two additional locations for Shaw Industries.
 - Signed and completed construction of Ethernet connection for Mannington Commercial.
 - Re-located Cat Craft internet connection.
 - Signed a new agreement with vendors for the City's internal phone service.
 - Opened 8 work orders and closed 5.
 - Responded to 5 trouble calls.

d. Councilman Hammond reviewed the following reports:

- 1) The police department:
 - Made 718 cases including 98 for speeding and 13 for DUI's.
 - Issued 487 warnings.
 - Investigated 47 highway accidents including 5 injuries and no fatalities.
 - Provided 70 escorts.
 - Worked 1,646 incidents.
 - Investigated 331 alarms.
 - Patrolled 49,612 miles.
 - Responded to 4,629 calls from 911.
 - Issued 6 parking citations.
- 2) The fire department:
 - Responded to 78 calls for service including 6 fire incidents with estimated damages of \$8,000.00
 - Responded to 24 emergency medical services, accidents and rescue incidents, with 25 injuries and 1 fatality and 12 hazardous condition incidents, 5 service calls, 2 good intent calls and 28 false alarms and 1 severe weather and natural disaster call.
 - Sent an engine and crew to Cartersville to backfill a station. This allowed their personnel to attend the Fire Chiefs funeral.
 - Assisted with water day at Belwood School.
 - Completed in-house training during the month for all firefighters on State required core skills.
 - Received, recorded and dispatched 238 calls after hours and on weekends.
 - Completed routine maintenance at the 3 stations and on vehicle's.
- 3) The fire inspection division:
 - Provided 30 inspections during the month including 9 annual, 9 new businesses, 9 requested and 1 follow up.
 - They also conducted a fire extinguisher training class for 30 at Calhoun Health Care.

Councilman Hammond stated the Coosa Valley RDC did not have a meeting during the month.

6. Public hearings and comments:
 - a. Mayor Palmer stated at this time the Council would hold hearings on zoning matters. 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 and with each person speaking

having filed a Financial Disclosure Report if required five days prior to the hearing and each person giving their name and address. Mayor Palmer inquired if any of the elected officials had filed a disclosure statement regarding ownership or special interest in any of the agenda items. The response was negative. However, Mayor Palmer stated in relation to items 3 and 4 on the agenda, his daughter and son-in-law had expressed some interest in that property, therefore he had filed a disclosure and he ask Attorney Bailey to handle those hearings. He also noted the official zoning map was available in the Council Chambers during City Council Meetings and Zoning Advisory Board Meetings.

- 1) Kitty Leung for rezoning property at 1124 N. Wall Street from R-2 to C-2 with a 10 foot variance on the side and back of the property.
 - a) A public hearing was opened.
 - b) Harrison reported that notices to the adjoining property owners, signs on the property and notices to the local organ have been completed.
 - c) Mayor Pro Tem Potts stated this matter had been heard before the Zoning Advisory Board on August 10, 2006 at 4:30 p.m. Based upon the commercial zoning of surrounding property in the area and based upon the re-development that would occur due to re-zoning, the Zoning Advisory Board had recommended the change from R-2 zoning to C-2 zoning and to grant the two variance requests.
 - d) Mayor Palmer asked if there were any comments by the applicant. There were none.
 - e) Mayor Palmer asked if there were comments by the public. There were none. He asked if there were any questions or comments by the Council. There were none and the pubic hearing was closed.
 - f) The findings of the Mayor and Council were:

STANDARDS GOVERNING THE EXERCISE OF ZONING POWER

- (1) The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- (2) The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.
- (3) The property to be effected by the zoning proposal has a limited economic use as currently zoned.
- (4) The zoning proposal will result in a use that will not cause excessive burden to the existing streets, transportation facilities, utilities or schools.
- (5) The capital cost associated with the development of the property will be borne by the property owner.
- (6) The zoning proposal is in conformity with the intent of the land use plan.
- (7) There are no other existing or changing conditions effecting the use and development of the property that gives supporting grounds for approval or disapproval.
- 8) There are no other factors relevant to balancing the interest and promoting the public health, safety morality or general welfare against the right to the unrestricted use of the property.

VARIANCE CONSIDERATIONS (ONE OR MORE)

- (a) There are no extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.

- (b) The application to this ordinance to the particular piece of property would create an unnecessary hardship and legal expenses for both parties.
- (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. Furthermore, the variance is not prohibited by the ordinance.

- 10) Mayor Pro Tem Potts made a motion to approve the re-zoning request from R-2 to C-2 and to grant the 10 foot variance on the north and west side of the property as requested and to waive the third and fourth readings. The motion was second by Councilman Crowley with Mayor Pro Tem Potts, Councilman Crowley, Councilman Denmon and Councilman Hammond voting affirmatively, motion carried.
- 2) A zoning variance request of S&B Builders for lots 1, 2 and 3 of the Hannah Hills Subdivision off of Jones Road to allow a long standing fence line to become the property line between the subdivision and Mrs. Smith, the request resulted in the lowering lot size for 1, 2 and 3 as a variance since the minimum lot size is 10,000 square feet. Lot 1 would need to be lowered by 586 feet; lot 2 lowered by 1,315 feet; and lot 3 lowered by 579 ft.
- a) A public hearing was opened.
 - b) Harrison reported the notices to the adjoining property owners, signs on the property and notices to the local organ have been completed.
 - c) Mayor Pro Tem Potts stated this matter had been heard by the Zoning Advisory Board on August 10, 2006 at 4:30 p.m. Based upon the information from the developer and the family of Mrs. Smith, the adjoining property owner, and based upon the findings, the set backs would be observed and the smaller lot sizes would not effect the remainder of the subdivision. The Zoning Advisory Board had recommended approval.
 - d) Mayor Palmer asked if there were any comments by the applicant. There were none.
 - e) Mayor Palmer asked if there any other comments by the public. Ted Smith on behalf of his mother stated the property in question had a fence line that had been established by mutual agreement by one of the former owners Mr. Worley and by his father, for over 45 years. He stated the property was sold by Mr. Worley to another party and the fence line was to be continued. However, the property was sold before the matter was finalized. The application was made in order to allow the current owner and the Smith family to come to a mutual understanding of the property line. Mayor Palmer asked if there were any other questions or comments by the Council. There were none and the pubic hearing was closed.
 - f) The findings of the Mayor and Council were as follows:

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 and shape. The property in question has a long standing fence line that the two parties wish to recognize as the official property line and the variance would need to be granted by the City in order to allow the three lots in question to be smaller than the minimum lot size of 10, 000 square feet.

- (b) The application to this ordinance to this particular piece of property would create an unnecessary hardship and legal expenses for both parties.
- (c) Such conditions are peculiar to this particular piece of property involved.
- (d) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of this ordinance. Furthermore, the variance is not prohibited by the ordinance.

g) Mayor Pro Tem Potts made a motion to waive the fourth reading and to grant the variance as requested for lots 1, 2 and 3. The motion was second by Councilman Hammond with Mayor Pro Tem Potts, Councilman Hammond, Councilman Denmon and Councilman Crowley voting affirmatively, motion carried.

3-a) Attorney Bailey stated a request by Grant and Julie Walraven for annexation and zoning on 2.02 acres on Amakanata Road had originally been heard by the Zoning Advisory Board in July and had been forwarded to the Council. At the time of the Council hearing, the Council realized there was a discrepancy between interpretation of the building inspector and the City Attorney and the matter was held and referred back to the Zoning Advisory Board. He stated the staff and the Attorney had reviewed the ordinance and from henceforth the interpretation from the building inspection department would be to consider not only the minimum lot size but also the density in the zoning and the matter had been returned to the Zoning Advisory Board on August 10, 2006 at 4:30 p.m. The Zoning Advisory Board had determined the applicant had acknowledged by letter, on that date that he understood the density requirement allowed only 2 houses to be built on the 2 acres and it was his request to allow the R-1 zoning request to remain. Attorney Bailey stated the property is eligible for annexation by virtue of joining other City property and it was the recommendation for the property to be annexed and it was also their recommendation that the property be zoned R-1.

- a) A public hearing was opened.
- b) Harrison reported the notices to the adjoining property owners, signs on the property and notices to the local organ have been completed.
- c) Attorney Bailey confirmed this matter had been heard before the Zoning Advisory Board on August 10, 2006 at 4:30 p.m.
- d) Attorney Bailey asked if there were any comments by the applicant, public, or Council. There were none and the public hearing on the annexation request was closed.
- e) The findings of the Mayor and Council were that the property was eligible for annexation by virtue of adjoining other City property.
- f) Mayor Pro Tem Potts made a motion to approve the request for annexation of 2.02 acres on Amakanata Road as requested by Grant and Julie Walraven. The motion was second by Councilman Crowley with Mayor Pro Tem Potts, Councilman Crowley, Councilman Denmon and Councilman Hammond voting affirmatively, motion carried.

3-b) Associated with the annexation request by Grant and Julie Walraven, a request for zoning of R-1 of approximately 2.02 acres located on Amakanata Road.

- a) A public hearing was opened.

- b) Attorney Bailey asked if there were any comments by the applicant, public or members of the Council. There were none and the hearing was closed.
- c) The findings of the Mayor and Council were as follows:

STANDARDS GOVERNING THE EXERCISE OF ZONING POWER

- (1) The zoning proposal that will permit a use that is suitable in view of the use and development of the adjacent and nearby property.
- (2) The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.
- (3) The property to be affected by the zoning proposal has a reasonable economic use as currently zoned in the unincorporated area.
- (4) The zoning proposal will result in a use that will add to the use of existing streets, transportation facilities, utilities and schools as it relates to the construction of two homes.
- (5) The capital costs for serving the area will be borne by the developers.
- (6) The zoning proposal is in conformity with the policy and intent of the land use plan which calls for single family housing.
- (7) There are no other known existing or changing conditions effecting the use and development of the property that gives supporting grounds for approval or disapproval.
- (8) There are no other known factors relevant to balancing the interest in promoting the public health and safety, morality and general welfare against the right to the unrestricted use of the property.

- d) Mayor Pro Tem Potts stated that based upon the findings she would make a motion to zone the recently annexed property of 2.02 on Amakanata Road as R-1, based upon the density of R-1. The motion was second by Councilman Denmon with Mayor Pro Tem Potts, Councilman Denmon, Councilman Crowley and Councilman Hammond voting affirmatively, motion carried.

7. Other Hearings and Public Comments:

- a. Mayor Palmer opened the hearing regarding the Presentation of Assessment information prepared by MacTec who will be providing the City's Comprehensive Plan. The presentation will be presented by Lee Walton and David Hardegree. Mr. Walton reviewed a slide presentation providing a summary of the full assessment that had been provided earlier to the Mayor and Council. He outlined the population and employment trends for the City and reviewed zoning types. He reviewed the steps that would be taken for the remainder of the process. He stated workshops would be held for stakeholders and other interested citizens during September and October prior to the actual adoption of the Comprehensive Plan. The presentation included interaction with the Mayor and Council and was closed at approximately 8:00 p.m. Mayor Palmer and the Council expressed appreciation to Mr. Walton and Mr. Hardegree and expressed appreciation for the assessment thus far.

8. Old Business:

- a. Mayor Palmer stated the United Way request for a closing on Curtis Parkway, Red Bud and for several of the streets in the Devonwood Subdivision have been reviewed by the City Police and the County Sherriff Office. They would have it closed for the minimum amount of time necessary and the closures would be necessary to provide safety for the runners. The Council expressed their

concern for safety and for the convenience of the traveling public. They asked that United Way personnel review the best routes to provide consideration for all of these factors. Councilman Crowley made a motion to approve the request as provided by the map. The motion was second by Councilman Denmon with Councilman Crowley, Councilman Denmon, Councilman Hammond and Mayor Pro Tem Potts voting affirmatively, motion carried.

- b. Mayor Palmer stated that the Christmas Parade that was originally approved for December 7, 2006 had a conflict and they are now requesting that it be rescheduled for December 14, 2006. Following review Mayor Pro Tem Potts made a motion to reschedule the Christmas Parade date from December 7, 2006 until December 14, 2006 at 7:00 p.m. subject to DOT approval. The motion was second by Councilman Denmon, with Mayor Pro Tem Potts, Councilman Denmon, Councilman Crowley and Councilman Hammond voting affirmatively, motion carried.

9. New Business:

- a. Councilman Hammond stated the police department has provided a request for a confiscated 1992 Truck - Suburban Vin# 1GKEC16K4NJ729717, and a 2001 Dodge Intrepid Vin # 2C3HH46R9H607914 to be declared as surplus property and to authorize the public sale through the GovDeals online through GMA Program. The motion was second by Councilman Crowley with Councilman Hammond, Councilman Crowley, Councilman Denmon and Mayor Pro Tem Potts voting affirmatively, motion carried.
- b. Councilman Hammond stated the police department has requested a transfer from the confiscated funds to provide a vehicle for the DTF to replace an inoperable vehicle in the amount of \$6,550.00. He made a motion to approve. The motion was second by Councilman Denmon with Councilman Hammond, Councilman Denmon, Councilman Crowley and Mayor Pro Tem Potts voting affirmatively, motion carried.
- c. Mayor Palmer gave a first reading of a zoning variance request by Jennifer Krupp for a 7 foot variance on the south side to allow a garage and extra bedrooms to be built at 508 Woodlawn Ave. Mayor Palmer stated the earliest date for a public hearing would be October 9, 2006 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. A first reading was given to an application for annexation with R-1 zoning for Shawn and Tonya Prather for 4.075 acres at 486 Henderson Bend Road. In response to a request by Attorney Bailey, Harrison stated that Mr. and Mrs. Prather understand the density requirement. Mayor Palmer stated the earliest date for a public hearing was October 9, 2006 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 Denmon with Mayor Pro Tem Potts, Councilman Denmon, Councilman Hammond and Councilman Crowley voting affirmatively, motion carried.
- e. Director of Public Works, Eddie Peterson stated the tennis building bids have been received for a design build building at River Street for the recreation department. However, during the bid process he stated he had changed the size requirements for restrooms and it had altered the bid and as a result the bidding was above the estimated cost and one bidder had not submitted the references that

were needed. He stated that based upon the need to add additional restrooms, storage space, office space and a common area in the facility, it would be his recommendation that the project be re-bid even though it would take an additional 6 weeks. The Council conquered that would be the best policy to follow and based upon those findings Councilman Denmon made a motion to reject the two bids that had been received and returned any bid bonds. The motion was second by Councilman Hammond with Councilman Denmon, Councilman Hammond, Councilman Crowley and Mayor Pro Tem Potts voting affirmatively, motion carried.

- f. Public Works Director, Eddie Peterson stated that he and the Main Street Director had reviewed proposals for the architectural design for phase II of the Street Scape Project based upon the \$250,000.00 grant that had been received by the City from DOT. He stated that the proposals included a proposal from Arcadis for \$100,000; a proposal from W.K. Dickson for \$73,000.00 and a proposal from Jaegar Company for \$56,894.00. He stated that Jaegar had provided the design work for Phase I of the Street Scape Project and they had been easy to work with and the project had been successful, therefore he would recommend the low bid from Jaegar Company for \$56,894.00. Mayor Palmer stated the City was extremely pleased to have received the \$250,000.00 grant. It was a result of working with Mike Evans, who now serves as Chairman of the Board for DOT. He stated that John Meadows, Tom Graves, Don Thomas and Preston Smith had also been instrumental in the City's successful application. Based upon the recommendation Mayor Pro Tem Potts made a motion to award the low proposal to Jaegar for \$56,894.00 and to authorize the Mayor to sign all associated documents. The motion was second by Councilman Denmon with Mayor Pro Tem Potts, Councilman Denmon, Councilman Crowley and Councilman Hammond voting affirmatively, motion carried.
- g. Mayor Palmer reviewed a proposed Resolution requesting reimbursement of cost from the Hazardous Waste Trust Fund. He asked for adoption for the Resolution and for authorization for him to sign all associated documents and agreements. Following a review Councilman Denmon made a motion to adopt the Resolution and to authorize the Mayor to sign all necessary documents. The motion was second by Councilman Hammond with Councilman Denmon, Councilman Hammond, Councilman Crowley and Mayor Pro Tem Potts voting affirmatively, motion carried. (Exhibit "A" – Resolution #015)
- h. Mayor Palmer stated that each member have been given a proposed list of eligible LARP streets for consideration by DOT. He stated in order for the recommendation to be forwarded to DOT it would be necessary to authorize him to sign a certificate of ownership and agreement for the inclusion of any or all of those streets for the approved LARP list. Councilman Hammond made a motion to authorize the Mayor to sign the certificate of ownership and agreement for those streets to be presented as the City's LARP request. The motion was second by Councilman Denmon with Councilman Crowley, Councilman Hammond, Councilman Denmon and Mayor Pro Tem Potts voting affirmatively, motion carried.
- i. Director of Public Safety, Eddie Peterson stated that up until this year the City had verbal mutual aid agreements with Gordon County and the surrounding fire departments. He stated that all the surrounding fire departments had met and proposed a written mutual aid agreement that had been reviewed by Attorney

Bailey and he had confirmed that it did qualify as an intergovernmental agreement and it would include fire departments from Gordon County, City of Calhoun, City of Dalton, City of Chatsworth, Whitfield County and Murray County. Following review Councilman Hammond made a motion for the City to adopt the mutual aid agreement and to authorize the Mayor to sign. The motion was second by Councilman Denmon with Councilman Hammond, Councilman Crowley and Mayor Pro Tem Potts voting affirmatively, motion carried. (Exhibit "B")

10. Other Written Items not on the Agenda: None.

11. Work Reports:

a. Director of Utilities, Kelly Cornwell

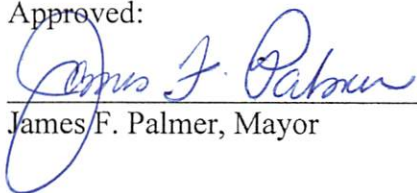
1) Director Cornwell stated he has provided each member of the Council with a proposed amendment to the Municipal Competitive Trust Agreement associated with MEAG Power. He stated the amendment to the Trust would allow withdrawal of some of the Trust Funds for other uses, such as future generation. He stated the Competitive Trust had originally been established with an understanding that it would be utilized for de-regulation efforts and since that does not appear to be on the horizon, the amendment would allow each of the member Cities to consider utilizing the funds for future generation. Following discussion Councilman Crowley made a motion to authorize the amendment to the Municipal Competitive Trust and to authorize the Mayor to sign all necessary documents. The motion was second by Councilman Hammond with Councilman Crowley, Councilman Hammond, Councilman Denmon and Mayor Pro Tem Potts voting affirmatively, motion carried. (Exhibit "C")

b. Director of Public Works/ Public Safety, Eddie Peterson stated he had no other items.

12. Mayor Palmer stated there was no need to move to Executive Session.

13. Mayor Pro Tem Potts made a motion to adjourn. The motion was second by Councilman Hammond with Mayor Pro Tem Potts, Councilman Hammond, Councilman Denmon and Councilman Crowley voting affirmatively motion carried.

Approved:



James F. Palmer, Mayor

Submitted:



Cathy Harrison, City Administrator

CITY OF CALHOUN
GEORGIA

RESOLUTION

Authorization to Execute Agreement Governing Expenditures for State & Local
Government Costs

WHEREAS, the City of Calhoun, Georgia has submitted an application to the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") in order to receive funds from the Hazardous Waste Trust Fund; and

WHEREAS, EPD has submitted an Agreement Governing Expenditures for State & Local Government Costs to the City of Calhoun for execution;

NOW, THEREFORE, BE IT RESOLVED by the City of Calhoun that the proposed Agreement be and the same is hereby approved and the Mayor is hereby authorized to execute, on behalf of the City of Calhoun, the referenced Agreement and any other related documents necessary to obtain the funding as provided therein; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to take any and all other action, without further approval or action of this Council, which may be necessary or appropriate in order to fully consummate and carry out the intent of this Agreement.

This 14 Day of Aug., 2006

ATTEST:

Cathy Harrison
(SEAL)

City of Calhoun, GA:

by: [Signature]
Mayor

by: [Signature]
Mayor Pro Tem

by: [Signature]
Councilman

by: [Signature]
Councilman

by: [Signature]
Councilman

FEDERAL ID# 58-6000530

CERTIFICATION

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the City of Calhoun on the date so stated in said Resolution.

I further certify that I am the City Adm. / City Clerk and that said Resolution has been
(Title)
duly entered in the official records of the City of Calhoun and remains in full force and effect this the
14 day of August, 2006.



Signature

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is made and entered into this 1st day of August 2006, by and among THE CITY OF DALTON, GEORGIA; THE CITY OF CHATSWORTH, GEORGIA; and THE CITY OF CALHOUN, GEORGIA, all Georgia municipal corporations; WHITFIELD COUNTY, GEORGIA; MURRAY COUNTY, GEORGIA; and GORDON COUNTY, GEORGIA, all political subdivisions of the State of Georgia. These parties may hereinafter be referred to individually as the Agency or collectively as the Agencies.

WITNESSETH:

WHEREAS, each Agency maintains, staffs, and operates fire departments for the provisions of fire suppression, protection, prevention, investigation, and rescue services within their respective jurisdictions; and

WHEREAS, the Agencies desire to render supplemental fire related services to one another, and to take part in joint training exercises for the mutual benefit of both Agencies hereto; and

WHEREAS, the purpose of this Agreement is to memorialize the parties' understanding of the terms and conditions governing the provision of such supplemental fire services in accordance with the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3;

NOW THEREFORE, for and in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agencies hereto intending to be legally bound hereby agree as follows:

1. **Provision of Services:** Each Agency agrees to provide to the other Agency, upon its request, such fire suppression, prevention, protection, investigation, and rescue services (hereinafter referred to as Aid) as may be currently available. Such Aid may be provided at any location within the jurisdiction of the requesting Agency. Further, each Agency agrees to participate in joint training exercises in order to ensure basic standardization of operations and training to the extent necessary, as determined and mutually agreed upon by the Fire Chiefs of the respective Agencies.
2. **Limitation of Services:** Upon receipt of a fire, fire related, or E-911 emergency call by a dispatch center that is determined to be within any Agency's jurisdiction, the dispatch center shall dispatch units of the appropriate agency, who shall have primary responsibility for responding to emergencies. After arrival at the scene of manpower or equipment is reasonably needed to mitigate the emergency situation, the officer in charge may request Aid from the other Agency. The responding Agency shall then dispatch available units to assist the requesting Agency; provided, however, that maintenance of sufficient coverage for reasonably contemplated protection within its own jurisdiction shall be paramount. Additional units may be requested through the responding Agency's officer in charge after arrival at the scene of the emergency.
3. **Supervision:** Personnel furnished by the assisting Agency will work as far as possible under

Additional units may be requested through the responding Agency's officer in charge after arrival at the scene of the emergency.

3. **Supervision:** Personnel furnished by the assisting Agency will work as far as possible under their own supervisors and with their own equipment. All general directions relative to the work will be given by the appropriate officers of the Agency receiving the Aid. The receiving Agency will be responsible for providing gasoline, diesel fuel, oil, and other material as needed for use of equipment at the scene of the emergency. The assisting Agency shall furnish one supervising officer and/or safety officer with the assisting unit(s). Upon arrival, the assisting Agency's officers will report to the requesting Agency's incident commander. He or she will assist the incident commander with communications, command, and control, or be assigned an operational sector. Those assisting Agency officers are also responsible for their personnel's adherence to employee and equipment safety standards and compliance to instructions from command.
4. **Liability:** For the purposes of this Agreement only, every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any Agency other than his regular employer. All damages or repairs to any equipment or apparatus shall be borne by the owner Agency.
5. **Compensation:** The requesting Agency will not be required to pay any compensation to the assisting Agency for Aid rendered pursuant to this Agreement except as noted below, as the advantage and protection afforded by this Agreement are considered adequate compensation to both Agencies. Each Agency shall comply with the worker's compensation laws of the State of Georgia without any cost to the other Agency. The only exception shall be the limited provision of fuels and other materials for use of equipment at the scene of the emergency. Fire investigators may not normally be furnished as part of an Aid request. In the event that investigators are requested and respond, the requesting Agency will reimburse the providing Agency at their hourly pay rate including fringe benefits, plus call back and/or overtime costs if requested. This provision for reimbursement for investigative services shall not apply if the investigators are responding as part of a coalition which provides reimbursement through the coalition.
6. **Injuries to Personnel:** Damage or other compensation required to be paid to any Agency's employee by reason of his or her injury during the provision of services contemplated herein, shall be the sole liability and responsibility of the Agency regularly employing that employee. This provision shall also apply to volunteer personnel.
7. **Release of Claims:** Except with respect to any loss for which applicable liability insurance will provide indemnity, each Agency agrees to release one another from any and all liabilities, claims, judgments, costs, or demands for damage to the

benefit of, or special agreement to protect, any third party of parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

9. **Termination:** Any Agency herein may terminate this Agreement by giving the other Agency not less than ninety (90) days written notice of its intent to terminate the Agreement. The effective date of termination shall be stated in the notice.

10. **Administration:** It is agreed by each Agency that the Fire Chiefs of the Agencies shall share mutual responsibility for the purpose of administration, including the promulgation of any necessary regulations, standards, policies, or procedures.

11. **Application:** This Agreement shall constitute the entire agreement between the Agencies and shall be the sole instrument for the provision of any Aid by and between the parties. All previous contracts and agreements entered into by and between the Agencies covering the subject matter of this Agreement are hereby expressly terminated.

12. **Terms:** The terms of this Agreement will be renewed automatically each year unless ninety (90) days written notice of termination as stated in Item #8 of this Agreement is invoked.

IN WITNESS WHEREOF this ____ day _____, 2006, the Agencies have hereunto set their hands and affixed their seals on duplicate originals on the day and year first above written.

Executed on behalf of:

THE CITY OF DALTON, GA

BY: _____
Mayor

Attest:

City Clerk

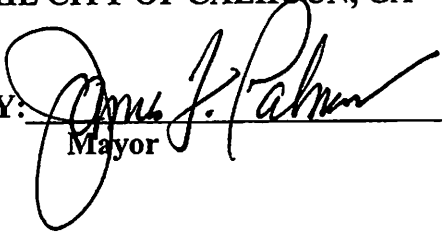
**THE CITY OF CHATSWORTH,
GA**

BY: _____
Mayor

Attest:

City Clerk

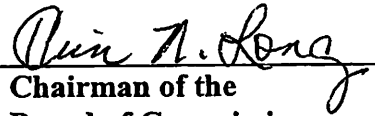
THE CITY OF CALHOUN, GA

BY: 
Mayor

Attest:


City Clerk

GORDON COUNTY, GA

BY: 
Chairman of the
Board of Commissioners

Attest:


County Clerk

WHITFIELD COUNTY, GA

BY: _____
Chairman of the
Board of Commissioners

Attest:

County Clerk

MURRAY COUNTY, GA

BY: _____

Chairman of the
Board of Commissioners

Attest:

County Clerk

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT OF THE DECLARATION OF TRUST THE MUNICIPAL COMPETITIVE TRUST; AND FOR OTHER PURPOSES

WHEREAS, pursuant to the certain Declaration of Trust the Municipal Competitive Trust, dated as of January 1, 1999 (the "Trust"), the Municipal Electric Authority of Georgia ("MEAG Power") created and established a trust, referred to as the Municipal Competitive Trust, for its Participants; and

WHEREAS, the purpose of the Trust is to provide a means for MEAG Power and the Participants executing such Trust (the "Beneficiaries" and each a "Beneficiary") to accumulate funds for the purpose of mitigating the effect of anticipated changes in the electric industry involving competition for retail electric power supply, which competition is expected to result in market rates for power which likely will be lower for some period of time than the costs of power generated by MEAG Power facilities, specifically Plant Vogtle; and

WHEREAS, the City of Calhoun (the "Participant") is a Beneficiary of the Trust; and

WHEREAS, at the time of creation of the Trust, MEAG Power had anticipated that deregulation of retail electric power would be effective as of January 1, 2009, and that the funds accumulated within the Trust would be available to provide for competitive margins for retail electric power supply during the period subsequent to January 1, 2009; and

WHEREAS, the anticipated deregulation of retail electric power in Georgia has not occurred and is not anticipated to occur or to be effective by January 1, 2009; and

WHEREAS, MEAG Power and the Participant desire additional flexibility pertaining to the withdrawal of funds accumulated in certain of the accounts created by the Trust for the purpose of lowering the Participant's annual generation charges from MEAG over the period commencing January 1, 2009 and ending December 31, 2018, regardless of whether deregulation of retail electric power supply occurs within such period; and

WHEREAS, MEAG Power, the Participant and the Trustee under the Trust agree that utilization of the funds accumulated in the accounts created by the Trust for the foregoing purpose is generally consistent with the contemplated use of such funds if deregulation had occurred; and

WHEREAS, MEAG Power, the Participant and the Trustee further agree that certain changes are needed to the existing withdrawal rights of Participant and to the Trustee's application of the principal and income of the Credit Support Debt Trust Account and Credit Support Operating Trust Account so as to eliminate any inconsistencies between the existing provisions and the new provisions; and

WHEREAS, MEAG Power, the Participant and the Trustee further agree that it is appropriate to create a new Generation Construction Trust Account and to offer the Beneficiaries the option of making voluntary payments into that account for the purposes stated herein; and

WHEREAS, MEAG Power has prepared a draft First Amendment to the Declaration of Trust the Municipal Competitive Trust (the "Amendment") to effect such purposes and for other purposes (capitalized terms used herein but not otherwise defined have the mean for such terms set forth in the Trust or the Amendment, as applicable); and

WHEREAS, the draft Amendment assures that MEAG Power will not take any action that would affect any Beneficiary that elects not to execute the Amendment;

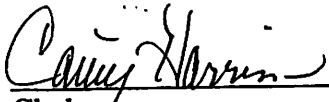
NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized and directed to execute, and the Clerk, or any Assistant Clerk, is hereby authorized to attest and deliver the Amendment in substantially the form thereof that has been presented at this meeting and filed in the Minute File of the Participant; and

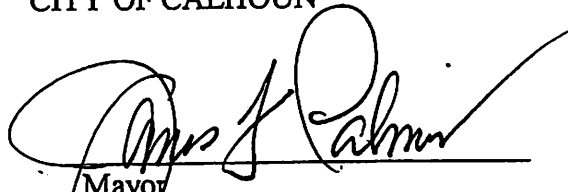
FURTHER RESOLVED that the Participant hereby authorizes the Mayor and the Clerk, or any Assistant Clerk, to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution and the Trust, as amended from time to time.

This the 14 day of August, 2006.

CITY OF CALHOUN

ATTEST:


Clerk


Mayor


[SEAL]

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Calhoun (the "Participant"), DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a Resolution adopted by the Participant at an open public meeting duly and lawfully assembled in accordance with Official Code of Georgia Annotated Section 50-14-1, at which a quorum was present and acting throughout. The original of the Resolution has been duly recorded in the minute book of the Participant, which is in my custody and control.

WITNESS MY HAND this 14 day of August, 2006.

(SEAL)


Clerk