



**CITY COUNCIL MEETING
JANUARY 27, 2020- 7:00 PM
109 SOUTH KING STREET
DEPOT COMMUNITY ROOM**

MINUTES

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

ALSO: Larry Vickery, Utilities Administrator; Paul Worley, Acting City Administrator; Sharon Nelson, City Clerk; George Govignon, City Attorney; Jeff Defoor, Director of Electric Utilities; Tony Pyle, Police Chief; Lenny Nesbitt, Fire Chief; Kyle Ellis, Director of Water & Wastewater; Linda Brookshire, Human Resources Director; and Brad Carrick, Telecommunications Director.

1. Council Meeting Called to Order

Welcome

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

Invocation

Mayor Pro Tem Crowley gave the invocation.

2. Pledge of Allegiance

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

3. Amendment or Approval of Proposed Agenda

Councilwoman Palazzolo made a motion to approve the January 27, 2020 agenda as presented. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.

4. Amendment or Approval of Minutes

- A. Councilman Edwards made a motion to approve the minutes of the City Council meeting of January 13, 2020. Councilman Denmon gave a second with all voting aye. Motion approved.

- B. Mayor Pro Tem Crowley made a motion to approve the minutes of the Special Called City Council meeting of January 21, 2020. Councilman Denmon gave a second with all voting aye. Motion approved.
- C. Councilwoman Palazzolo made a motion to approve the executive session minutes of the Special Called meeting of January 21, 2020. Councilman Edwards gave a second with all voting aye. Motion approved.

5. **Mayor's Comments**

Mayor Palmer stated that he and other council members had attended the GMA Cities United Summit in Atlanta over the weekend and wanted to thank Matt Barton, our representative in the Georgia House of Representatives for serving on one of the legislative panels on Sunday. He stated that Senator Hufstetler of Rome was also at the Summit.

6. **Public Hearing and Comments**

Announce at this time, public hearings will be held. The public will have the opportunity to make pro and con comments with a ten minute maximum time limit for each side of the matter, with each person speaking having filed a financial disclosure statement five days prior to the hearing if required, with each person giving their name and address. An inquiry should be made to determine if any elected official has filed a disclosure statement regarding ownership or special interest in any of the agenda items. Zoning Land Use Maps on display in Council Chambers for Zoning Advisory Board and Council hearings.

- A. Public hearing of an ordinance to amend, strike or change certain sections of Part II – Code of Ordinances, Chapter 54 – Floods, Article II – Flood Damage Prevention; to amend certain other provisions of Chapter 54 to adopt certain standard codes as recommended by the Georgia Department of Natural Resources.
 - Mayor Palmer opened the public hearing.
 - Acting City Administrator Worley stated that all legal requirements and notices had been met.
 - Mayor Palmer opened the floor for public comments. City Attorney Govignon stated the ordinance was simply housekeeping to meet FEMA federal requirements.
 - There being no other comments, Mayor Palmer closed the public hearing and called for a motion concerning the ordinance.
 - Councilman Edwards made a motion to approve the ordinance. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.

7. **Old Business**

- A. Mayor Palmer gave the second reading of a Liquor pouring license, at a location of 802 North Wall Street, by Estela's Taqueria. The owner/applicant, Suceli Monzon is also the store manager. The public hearing has been set for February 10th.

8. **New Business**

- A. Mayor Palmer gave the first reading of a Zoning change request from R-2 to C-2 for 2.53 acres, at a location of CG42B-104 (Mauldin Road), by Ken Jones II. The Zoning Advisory Board meeting is scheduled for March 5th and the public hearing is scheduled for March 9th.

- B. Mayor Palmer gave the first reading of an ordinance to adopt the Design Guidelines and Standards: Primary Connectors/Corridors & Gateways of March, 2018 formally as part of the zoning code provisions, Part 2, Appendix A. The public hearing is scheduled for February 24th. City Attorney Govignon stated the ordinance is in response to HB30 and SB172, which would prohibit local governments from adopting or enforcing ordinances or regulations relating to or regulating building design elements as applied to one or two-family dwellings.
- C. Mayor Palmer read a manager change request at a location of 1081 Belwood Rd, SE, by Love's Travel Stop #735. The prior manager was Doug Pike and the proposed manager is Missy Gibbs. Mayor Pro Tem Crowley made a motion to approve the manager change. Councilman Denmon gave a second with all voting aye. Motion approved.
- D. Mayor Palmer read a request from the Recreation Department to surplus on Govdeals a 2004 Ford F150, VIN# 2FTRFF17W24CA24045, mileage: 156,228. The Street Department has given the Recreation Department a replacement 2006 Ford F-150 VIN#1FTRF12W07NA34322. Councilman Denmon made a motion to approve the request. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.
- E. Mayor Palmer gave the floor to Mr. Worley to review a Consultant Agreement with EXP U.S. Services Inc. to provide paving evaluation services for City of Calhoun Public Works Department. Mr. Worley stated that these were technical services that could not be performed in-house and recommended approval of the Consultant Agreement. (copy attached) Councilman Edwards made a motion to approve the Agreement. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.

9. **Other Written Items Not on the Agenda**

10. **Work Reports**

- A. Paul Worley, Acting City Administrator stated that the GDOT was requesting the City's participation in a safety project for new signalization at Court Street and Line Street. Mr. Worley told Council members he had a copy of the Memorandum of Understanding (MOU) for their review. He also noted that the City has an independent party, EXP U.S. Services reviewing the MOU and the City's portion of the project would cap at \$25K. Mayor Pro Tem Crowley made a motion to approve the request pending review by EXP U.S. Systems. Councilman Edwards gave a second with all voting aye. Motion approved.

Mr. Worley gave the cash report for the General Government Funds noting that the General Fund revenues for the month ended December, 2019 were \$3.5M compared to November at \$2.2M. Recreation Hotel/Motel revenues for December were down to \$54K compared to \$93K in November. This reduction is due to the resurfacing of the tennis courts. He also noted that the Golf revenues were up this month, mainly due to the exceptional weather in December. Revolving Loan Fund revenues were \$450K due to a loan payoff in December. The Downtown Development Authority revenues are down to \$22K for December due to the flooring that was recently installed in The Depot. Mayor Palmer called for a motion to approve the December

31st cash report for General Government. Mayor Pro Tem Crowley made a motion to approve the report. Councilman Denmon gave a second with all voting aye. Motion approved.

B. Larry Vickery, Utilities Administrator gave the cash report for the Utility Funds noting that the total operating revenues were \$3.473M. Total savings and reserves were \$8.106M, and the grand total for the month ended December 31st was \$11.579M. Mayor Palmer called for a motion to approve the December 31st cash report for Utilities. Councilman Edwards made a motion to approve the report. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.

C. George Govignon, City Attorney had nothing to report.

11. Motion to move to Executive Session

A. Mayor Palmer stated that a motion was needed to move to executive session, the purpose being discussion of personnel as defined in O.C.G.A. §50-14-3(b)(2). Councilwoman Palazzolo made the motion, followed with a second by Mayor Pro Tem Crowley and all council members voting aye. The motion was approved and Council moved into executive session at 7:21 p.m.

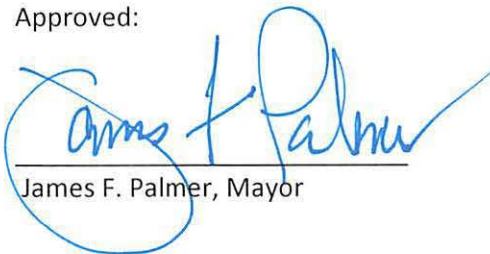
12. Motion to return to General Session

A. Councilwoman Palazzolo made a motion to return to general session. Mayor Pro Tem Crowley gave a second with all voting aye. The motion was approved and Council returned to general session at 8:11 p.m.

13. Motion to Adjourn

There being no other business to come before the Council, Mayor Pro Tem Crowley made a motion to adjourn. Councilman Denmon gave a second with all voting aye. The motion was approved and the meeting was adjourned at 8:12 p.m.

Approved:


James F. Palmer, Mayor

Submitted:


Sharon Nelson, City Clerk



STATE OF GEORGIA
COUNTY OF GORDON
CITY OF CALHOUN

CLOSED MEETING AFFIDAVIT

James F. Palmer, Chair of the City of Calhoun, City Council Meeting, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The City Council of Calhoun, Georgia, met in a duly advertised meeting on, January 27, 2020.

2.

During such meeting, the council voted to go into executive session.

3.

The executive session was called to order at 7:21 a.m. (p.m.)

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1)

Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and (*insert the citation to the legal authority making the tax matter confidential*) _____

Discussion or voting on

Authorizing a settlement as provided in O.C.G.A. § 50-14-3(b)(1)(A)

Authorizing negotiations to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(B)

Authorizing an appraisal as provided in O.C.G.A. § 50-14-3(b)(1)(C)

Entering a contract for the purchase, disposal of, or lease of property as provided in O.C.G.A. § 50-14-3(b)(1)(D)

Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E)

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a city officer or employee as provided in O.C.G.A. § 50-14-3(b)(2)

____ Interviewing candidates for executive positions as provided in O.C.G.A. § 50-14-3(b)(2)

____ Other (describe the exemption to the open meetings law): _____
_____ as provided in (insert the citation to the legal authority exempting the topic): _____

5.

____ During the course of the closed session devoted to exempt topics, an incidental remark regarding a non-exempt topic or an attempt to discuss a non-exempt topic was made.


____ The attempt was immediately ruled out of order and attempts to discuss the same ceased immediately.

____ The attempt was immediately ruled out of order. However, the comments did not cease, so the closed/executive session was immediately adjourned without discussion or action being taken regarding any non- exempt topic.

6.

Minutes were taken of this meeting in accordance with O.C.G.A. § 50-14-1(e)(2)(C) and will be filed and held for inspection by an appropriate court only.


This 27th day of January, 2020.



James F. Palmer, Mayor

Sworn to and subscribed before me this 27 day of

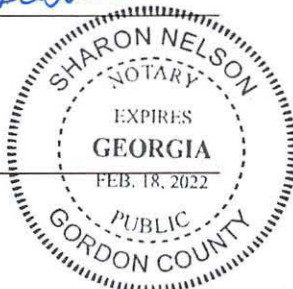
January, 2020.



Notary Public

My commission expires:

2/18/22



CONSULTANT AGREEMENT

THIS AGREEMENT ("Agreement"), effective January 28, 2020 is made between The City of Calhoun, Georgia, incorporated pursuant to the laws of the State of Georgia with an office in 226 S Wall Street, Calhoun, GA 30701 ("Owner") and exp U.S. Services Inc., incorporated pursuant to the laws of Delaware with an office in 512 Riverside Parkway, Suite 605, Rome, GA 30161 ("exp").

WHEREAS Owner wishes to retain the Consultant to provide on-call consulting services described herein and the Consultant wishes to provide the services to the Owner, on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and subject to the terms contained in the Agreement, the parties agree as follows:

1. SERVICES

The Owner retains the Consultant to provide Pavement evaluation services as detailed in Schedule A.

2. REMUNERATION

In consideration of the provision of the Services by the Consultant, the Owner agrees to pay the Consultant the rates in the amount set forth in Schedule B ("Fees"). Consultant will also provide a task work order for defined projects as they come up.

The Consultant shall submit progress invoices on a monthly basis. The Owner shall notify the Consultant within seven (7) days receipt of the invoice if it disputes any portion of the invoice. The Owner shall pay the undisputed portion of each invoice submitted to it within thirty (30) days of receipt. If the invoice is not paid within thirty (30) days, interest shall accrue on any overdue amounts at a rate of 1% per month, (12%) per year.

3. RELATIONSHIP OF THE PARTIES

In providing the Services, the Consultant shall act as an independent contractor and only to the extent and for the specific purpose described in this Agreement. Neither the Consultant nor any of its directors, officers, employees or agents shall be construed as agents or employees of the Owner.

4. PERMITS, UTILITIES AND ACCESS

The Owner shall apply for and obtain all required permits and licenses required for the Project unless provided otherwise in the Consultant's proposal.

The Owner shall provide the Consultant with the available location of all underground utilities and structures in the vicinity of the work area. The Consultant and Owner shall use their best efforts and due diligence to allow the Services to be completed which includes, but not limited to, providing access to the work site and conducting work underground.

5. STANDARD OF CARE

The Consultant shall perform the Services with a level of skill and care consistent with the procedures, protocols and practices generally accepted in the Consultant's profession for use by practitioners in similar engagements. The Consultant will use commercially reasonable efforts to provide the Services in accordance with all relevant local, provincial and federal laws, regulations, codes, guidelines and standards that are applicable at the time the Consultant provides the Services, and shall not be liable to the Owner

for failure to do so unless such noncompliance is due to the negligence or willful misconduct of the Consultant.

Employees or other persons retained by the Consultant to perform the Services will have the necessary skills, training and qualifications to provide the Services in accordance with the provisions of this Agreement.

The Consultant has the power and authority to enter into and carry out all of its obligations under this Agreement.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

All information, material and Intellectual Property Rights, as defined herein, acquired, developed or prepared by the Consultant pursuant to this Agreement shall be the sole and exclusive property of the Owner upon full payment of the Services performed. The Owner releases the Consultant from liability and agrees to defend, indemnify, protect and hold harmless the Consultant from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. "Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the rights, trade secrets, rights in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

7. CONFIDENTIALITY

The Consultant shall use reasonable efforts to maintain confidential and secure, all material, information and documentation provided to the Consultant, whether obtained directly or indirectly from the Owner, or belonging to the Owner and in the possession or under the control of the Consultant pursuant to this Agreement. Such confidentiality obligation shall not apply if such material, information or documentation is within the public domain, previously known to the Consultant, obtained from third parties without violating any confidential agreement or required to be produced by the Consultant pursuant to any law or court order. In the event that any material, information or documentation is required by the Consultant as stated above, the Consultant shall promptly give notice to the Owner.

8. REPORTS

The Owner agrees that any use of or reliance upon any report prepared by the Consultant or its subconsultants (collectively "Report") by a third party are the responsibility of the third party. The Consultant accepts no responsibility for any damages that may be suffered by the third party as a result of decisions made or action taken based upon the Report.

The Owner agrees that the Report is prepared for the account and benefit of the Owner and that the material in the Report will reflect the Consultant's best judgment in light of the information made available to it by the Owner at the time of the preparation of the Report.

The Consultant shall not be liable for the consequences of any amendments, revisions, modifications or alterations made by the Owner to the Report without the consent of the Consultant.

9. INDEMNIFICATION

The Owner agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs (including legal fees) arising out of or in any way connected with the Project, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Consultant or those parties for whom the Consultant is responsible at law.

The Consultant agrees to indemnify and hold harmless the Owner, its officers, directors, employees and

agents against all damages, liabilities or costs (including legal fees) to the extent arising out of or in any way connected with the Services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by the Owner or those parties for whom it is responsible at law.

The Consultant shall have no liability for the activities of any contractor, subcontractor, supplier or their respective employees or agents on the Project unless retained by the Consultant.

In no event will either party be liable to the other for such other party's loss of profit and lost revenues or for any special, indirect, incidental or consequential damages arising out of this agreement.

10. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Owner and Consultant, the parties agree, to the fullest extent permitted by law, to limit the aggregate liability of Consultant, its parent, affiliates and subcontractors, and their respective directors, officers, employees and agents, to \$50,000 or the remuneration for the Services, whichever is greater. This limitation of liability shall apply to all suits, claims, actions, losses, costs and damages of any nature, including but not limited to legal fees and expenses, arising from or related to this Agreement without regard to the legal theory under which such liability is imposed.

11. ENVIRONMENTAL CONDITIONS

The Owner shall be responsible for the environmental condition of the Project. The Owner shall be responsible for and promptly pay for the removal and lawful disposal of contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the Project shall result in the issuance of a change order to the extent that the Services are impacted.

12. FORCE MAJEURE

Notwithstanding any other provision in this Agreement, failure or delay in performance by either party of any term of this Agreement shall be excused to the extent caused by an event beyond such party's reasonable control, provided the party: (i) notifies the other in writing as soon as reasonably possible; (ii) provides reasonable detail of the commencement and nature of such a cause; and (iii) uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

13. INSURANCE

The Consultant shall maintain the following insurance policies for the duration of the Agreement:

Professional Liability Insurance - for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount of \$1,000,000 per claim and in the aggregate;

Commercial General Liability Insurance – in the amount of \$1,000,000 per occurrence and in the aggregate.

The Owner shall be named as an additional insured on the Commercial General Liability Insurance policy as its interest may appear.

14. DISPUTES

Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: (i) by negotiation between the technical and contractual personnel for each party; (ii) by negotiation between executive management of each party; (iii) by mediation; (iv) by arbitration if both parties agree; and (v) through the courts in the jurisdiction where the Project is located.

15. TERMINATION

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by the Owner and the Consultant, termination shall be effective immediately on notice being received if termination is made by one party where the other party is in material breach of its obligations in this Agreement and otherwise thirty (30) days from receipt of the notice. The Owner shall compensate the Consultant for work properly performed (including demobilization) and reasonable expenditures incurred in connection with this Agreement up to and including the date of any such termination.

16. NOTICES

Any notice or other communication required to be given under the Agreement shall be in writing and delivered by courier, fax, email or registered mail, addressed as follows:

If to Owner:

The City of Calhoun, GA
P.O. Box 248
Calhoun, GA 30703-0248

(Physical Address:
226 South Wall Street,
Calhoun, Ga. 30701)

Attention: Mayor James F. Palmer
jpalmer@calhounga.gov
706-602-5502

If to Consultant:

Exp US Services Inc.
512 Riverside Parkway
Suite 605
Rome, GA 30161

Attention: Mr. David McFarlin, Vice President

If delivered by courier, fax or email, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day). If mailed, any such notice or other communication shall be deemed to have been given and received on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication made under this Agreement shall be delivered or transmitted by fax as provided in this section.

A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

17. MISCELLANEOUS

Neither party shall assign its interest in this Agreement without the written consent of the other.

No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

This Agreement includes the attached Schedules A and B embodies the entire agreement with regard to the Services. This Agreement supersedes any understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both parties.

The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

All representations, warranties and covenants of the Consultant and the Owner including any indemnity, shall survive indefinitely the termination of this Agreement.

If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Project is located.

IN WITNESS WHEREOF the parties have executed this Agreement.

The City of Calhoun, Georgia

By: James F. Palmer

Title: Mayor

I have authority to bind the county

exp ~~US Services Inc.~~
By: J.M. [Signature]

Title: VP

I have authority to bind the corporation

SCHEDULE A

EXP US Services Inc. will provide Pavement Evaluation on paved roads for The City of Calhoun, GA. The pavement evaluation will be collected using an application to obtain asphalt pavement conditions for all City Streets. The data will obtain pictures of the Streets, videos of the Streets and provide the City a GIS layer to store on their computer and an excel spreadsheet with the data.

108 Miles of Paved Road @ \$95.00 a Mile

The services will be provided at a Lump Sum cost of \$10,260.00

SCHEDULE B

Rates for Services

When services are indicated to be billed on an hourly basis, the following rates will be used depending on the personnel classification during regular working hours. Overtime rates for some classifications will be charged at time and a half. These rates will be applicable through December 31, 2020 and will be modified beginning January 1, 2021. All invoices for time billed after December 31, 2020 will reflect 2021 rates.

Position	Rate
Project Principal	\$250.00
Project Manager	\$210.00
Senior Engineer	\$190.00
Engineer 2	\$160.00
Engineer 1	\$120.00
Structural Project Manager	\$200.00
Senior Structural Engineer 2	\$180.00
Structural Engineer 1	\$140.00
Technician	\$120.00
Technician Aide	\$90.00
CEI Project Manager	\$140.00
CEI Contract Support Specialist	\$78.00
CEI Senior Inspector	\$85.00
CEI Inspector 2	\$65.00
CEI Inspector 1	\$55.00
CEI Inspector Aide	\$45.00
Administrative Assistant	\$50.00

Memorandum Of Understanding

PROJECT: Railroad Crossing Warning Devices Upgrades and Roadway Improvements on City Street 816/ W. Line Street at the Intersection with CSXT Railroad

City of Calhoun

GDOT PI# 0016988

in Gordon County

MEMORANDUM OF UNDERSTANDING, ("MOU"), by and between the **Georgia Department of Transportation** (hereinafter "DEPARTMENT"), and the **City of Calhoun** by its Mayor and City Council (hereinafter "CITY"), (collectively hereinafter the "PARTIES").

WHEREAS, the DEPARTMENT proposes the installation of train activated warning device upgrades (hereinafter "GATES") on CS816/ W. Line Street at its at-grade intersection with CSX Transportation (hereinafter "RAILROAD"), identified as USDOT crossing inventory number **340509W**; and

WHEREAS, the installation of GATES requires modifications (hereinafter "ROAD IMPROVEMENTS") to CS816 / W. Line Street, a public road that is under the jurisdiction of the CITY; and

WHEREAS, the installation of GATES may require the adjustment or relocation of underground or overhead utility facilities (hereinafter "UTILITY ADJUSTMENTS"); and

WHEREAS, it is agreed that the DEPARTMENT shall be responsible for the construction of GATES and the CITY shall be responsible for the construction and handling of all ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS at the sole expense of the CITY.

NOW THEREFORE, the following is hereby mutually agreed to and understood by the PARTIES:

1. Exhibit A of this MOU conceptually depicts the proposed project GATES installation locations and the recommended ROAD IMPROVEMENTS including sidewalk construction, curb installations, new paving and widening of existing pavement. Exhibit B of this MOU is an estimate of the cost for ROAD IMPROVEMENTS to be provided by the CITY.
2. The DEPARTMENT by separate contracts with the RAILROAD is responsible for the design (preliminary engineering) and construction of the GATES. The design and construction of GATES is contingent upon the DEPARTMENT executing an agreement or agreements (hereinafter "RR AGREEMENT") with the RAILROAD that operate the railroad tracks at the crossing. This MOU is null and void if the DEPARTMENT has not executed the RR AGREEMENT within one year of the effective date of this MOU.

2/10/20 - Mailed original to James Phillips, GDOT

Memorandum Of Understanding

3. The CITY is responsible for determining the locations of any overhead and underground utilities that may conflict with the proposed ROAD IMPROVEMENTS and GATES installations and is responsible for UTILITY ADJUSTMENTS, if any, required to meet applicable County, Utility Company and Railroad Company standards.
4. The ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS, if any, shall be completed by the CITY within six (6) months of the DEPARTMENT: (a) notifying the CITY that the RR AGREEMENT has been executed by the RAILROAD, and (b) confirming to the CITY that Exhibit A is the final design for the active warning device improvements (hereinafter "FINAL DESIGN"), or providing the CITY with a revised FINAL DESIGN. The ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS of a revised FINAL DESIGN shall be similar in scope and magnitude than that of Exhibit A, unless otherwise agreed to by the PARTIES.
5. The CITY is responsible for any plans, details, design or specifications for the ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS beyond those illustrated in the FINAL DESIGN. The CITY assures the DEPARTMENT that the ROAD IMPROVEMENTS will be completed in accordance with the FINAL DESIGN.
6. The CITY will be responsible for coordinating with the RAILROAD for any required insurance coverage and/or flagging service expenses while working within the Right of Way of the RAILROAD.
7. The DEPARTMENT, by a Force Account with the railroad, will be responsible for completion of construction of the GATES within six (6) months of notification by the CITY of completion of the ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS. The DEPARTMENT assures the CITY that the GATES will be completed in accordance with the FINAL DESIGN. The CITY may submit an ALTERNATE DESIGN for the DEPARTMENT's review and approval.
8. The CITY upon completion of the ROAD IMPROVEMENTS agrees to maintain the ROAD IMPROVEMENTS at its sole expense. The DEPARTMENT agrees that the RR AGREEMENT shall require the RAILROAD to operate and maintain the GATES at no expense to the DEPARTMENT or the CITY.

-- This space left blank intentionally --

Memorandum Of Understanding

IN WITNESS WHEREOF, this instrument has been and is executed by the Commissioner on behalf of the Department and by James F. Palmer on behalf of the City of Calhoun he or she being duly authorized to do so by the ruling body of said Local Government(s). This MOU has been executed on the date and year below written.

Executed on behalf of the Department
this _____ day of _____,
20__.

Executed on behalf of the City this
4th day of February, 2020.

**GEORGIA DEPARTMENT OF
TRANSPORTATION:**

CITY OF CALHOUN, GEORGIA

By:

State Utilities Engineer

By:

James F. Palmer

Mayor

This Agreement, approved by the LOCAL
GOVERNMENT(S), this 4th day of February
2020.

ATTEST:

ATTEST:

By:

Treasurer

By:

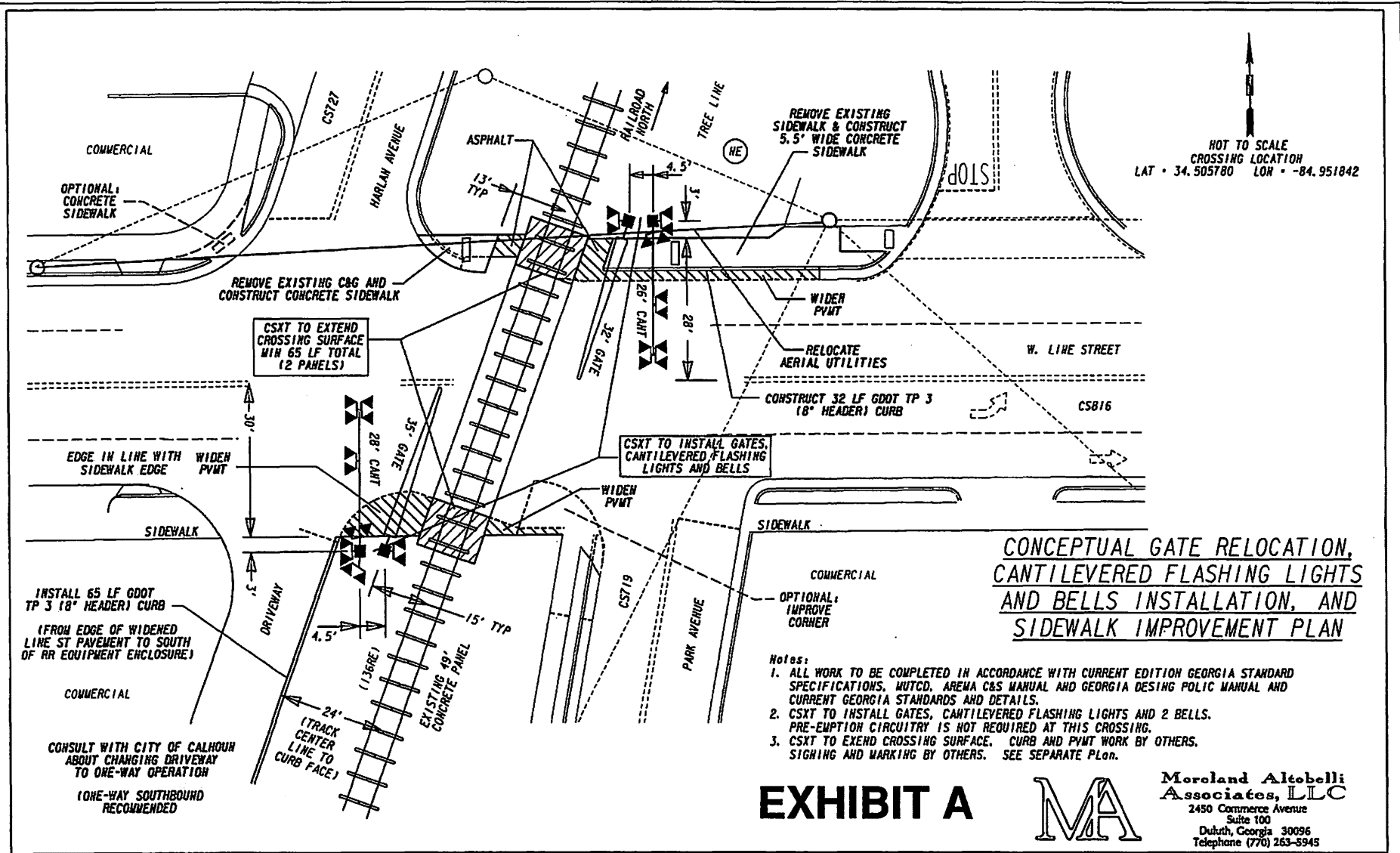
Paul Waley

Title: Acting City Administrator

58-6000530

Federal Employee Identification Number

MOU Calhoun
PI# 0016988
Nov. 20, 2019 JKP



NOT TO SCALE
 CROSSING LOCATION
 LAT = 34.505780 LONG = -84.951842

**CONCEPTUAL GATE RELOCATION,
 CANTILEVERED FLASHING LIGHTS
 AND BELLS INSTALLATION, AND
 SIDEWALK IMPROVEMENT PLAN**

- Notes:
1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH CURRENT EDITION GEORGIA STANDARD SPECIFICATIONS, MUTCD, AREMA C&S MANUAL AND GEORGIA DESIGN POLIC MANUAL AND CURRENT GEORGIA STANDARDS AND DETAILS.
 2. CSXT TO INSTALL GATES, CANTILEVERED FLASHING LIGHTS AND 2 BELLS. PRE-EMPTION CIRCUITRY IS NOT REQUIRED AT THIS CROSSING.
 3. CSXT TO EXTEND CROSSING SURFACE. CURB AND PVMT WORK BY OTHERS. SIGNING AND MARKING BY OTHERS. SEE SEPARATE PLAN.

EXHIBIT A



**Morland Altobelli
 Associates, LLC**
 2450 Commerce Avenue
 Suite 100
 Duluth, Georgia 30096
 Telephone (770) 263-6945

NUMBER AND TYPE TRACK: ONE MAIN	EXISTING WARNING: GATES, FLASHING LIGHTS, AND BELL	PLAN
PROPOSED IMPROVEMENTS: GATES IN NEW LOCATION, CANTILEVERED FLASHING LIGHTS, AND BELLS, AND SIDEWALK IMPROVEMENTS		PROJECT No. 0016988
SIGNING & MARKING REQUIREMENTS: SEE SIGNING AND MARKING PLAN		HWY CONSTR.
N.E. QUADRANT: PLACE GATE FOUNDATION 9 FEET FROM CURB FACE (31 FEET FROM STREET CENTER LINE) AND 15 FEET FROM TRACK CENTER LINE AND POSITION GATE PARALLEL TO TRACK. PLACE CANTILEVER PERPENDICULAR TO STREET AND 4.5 FEET FROM GATE.		COUNTY: GORDON
PROVIDE ONE ADDITIONAL PAIR OF CANTILEVER MAST-MOUNTED FLASHING LIGHTS FOCUSED TO PARK AVE.		LOCATION: CALHOUN
S.W. QUADRANT: PLACE GATE FOUNDATION 15 FEET FROM TRACK CENTER LINE AND 33 FEET FROM STREET CENTER LINE (3 FEET FROM EDGE OF LINE OF SIDEWALK AND POSITION GATE PARALLEL TO TRACK. PLACE CANTILEVER PERPENDICULAR TO STREET AND 4.5 FEET FROM GATE). PROVIDE TWO ADDITIONAL PAIR OF CANTILEVER MAST-MOUNTED FLASHING LIGHTS FOCUSED TO DRIVEWAY AND HARLAN AVE.		ROAD: CS816 / W. LINE STREET
		USDOT ID: 340509W
		R. R. - M. P. : CSXT - OWA 078.34
		DATE: 01 AUGUST 2019

PRELIMINARY

Exhibit B

Estimate - Work to be done by the City of Calhoun

(Gordon Co.; Calhoun, GA; CS 816 / W Line Street; Inv No. 340509W; MP OWA 78.34)

ITEM (GDOT)	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
150-1000	TRAFFIC CONTROL - 0016988	LS	LS	1	\$1,000.00
210-0100	GRADING COMPLETE (To include clearing, paving & concrete removal, embankment, grassing and incidental work not otherwise covered)	LS	LS	1	\$1,500.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME *	TN	9	\$122.00	\$1,098.00
441-0106	CONC SIDEWALK, 8 IN	SY	60.00	\$45.00	\$2,700.00
441-5003	CONCRETE HEADER CURB, 8 IN, TP 3	LF	100.00	\$25.00	\$2,500.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING**	CY	2	\$220.00	\$440.00
				SUBTOTAL	\$9,238.00
	PROTECTION OF RAILROAD INTERESTS (Flagging services and Insurance under a separate agreement with CSXT)				\$13,000.00
				TOTAL	\$22,238.00

*Estimate based on 40 sy @ 4" thick with 440 lb/sy spread rate. **Estimate based on 40 sy @ 12" thick.
This preliminary estimate is not to be considered as a complete or comprehensive summarization of items of work to be considered for the final recommendation or action to be taken by the City at the project location.

jlp 11.06.19