



**CITY COUNCIL MEETING  
JULY 17, 2017- 7:00 PM  
109 SOUTH KING STREET  
DEPOT COMMUNITY ROOM**

**MINUTES**

**PRESENT:** James F. Palmer, Mayor  
Al Edwards, Councilman  
Jackie Palazzolo, Councilwoman  
Matt Barton, Mayor Pro Tem

**ABSENT:** David Hammond, Councilman

**SPEAKING:** Terry Brumlow, 1287 Curtis Parkway, Calhoun, GA  
Michael Squillace, 1575 Northside Drive, NW, Atlanta, GA

**ALSO:** Eddie Peterson, City Administrator; Paul Worley, Assistant City Administrator Sharon Nelson, City Clerk; Jeff Defoor, Director of Electric Utilities; Garry Moss, Police Chief; Lenny Nesbitt, Fire Chief; and Larry Vickery, City Planner.

1. **Council Meeting Called to Order:**

**Welcome**

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

**Invocation**

Councilman Edwards gave the invocation.

2. **Pledge of Allegiance :**

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

3. **Amendment or Approval of Proposed Agenda:**

Councilman Barton made a motion to approve the July 17, 2017, agenda as presented. Councilman Edwards gave a second with all voting aye. Motion approved.

4. **Amendment or Approval of Minutes :**

Councilman Edwards made a motion to approve the regular minutes of the June 19, 2017, City Council meeting. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.

Mayor Pro Tem Barton made a motion to approve the minutes of the 2018 SPLOST Work Session, held on July 5, 2017. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.

5. **Mayor's Comments:**

- A. Mayor Palmer announced that the next meeting of the City Council will be held on July 24, 2017.
- B. Mayor Palmer announced that the City of Calhoun has been awarded the Certificate of Achievement for Excellence in Financial Reporting for its comprehensive annual financial report for the fiscal year ending June 30, 2016. The certificate of achievement is the highest form of recognition in the area of governmental accounting and financial reporting. Individual award of Financial Reporting Achievement has been awarded to Andrea Bramlett, Director of Finance.

6. **Council Comments:**

- A. Councilman Edwards submitted June reports as follows:

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

**Water and Sewer Systems Active Projects**

- The 2" Galvanized Line Replacement Project -The project as a whole is approximately 90% complete. The remaining areas scheduled for replacements are Lewis Dr., Cindy Ln., Kirk Dr. off Peters Street and Beamer Cir., Overland Dr., and Emory Ln. off Beamer Road.
- The new NPDES permit for the Wastewater Treatment Plant went into effect March 1, 2016. The chemical feed systems are under construction. As part of the new NPDES requirements, steps are underway to meet the storm water segment of the Watershed Protection Plan.
- The Nutrient Trading Monitoring Pilot Program - The second 319 Grant application to continue the monitoring was denied and EPD has stated that they have no other funds available at this time. The North Georgia Water resources had agreed to help fund the In-Kind match should the grant be awarded. We are currently reviewing the options that may be available to continue the monitoring project.
- Wastewater Treatment Plant Motor Control Center Upgrades Phase II – MCC's are on site and installation is in progress.
- South Calhoun By-Pass Utility relocations- The section of water main along Union Grove Road is nearing completion. Crews have begun work on the area at Hwy 53 East. The remaining areas are US 41 and McDaniel Station Road.
- Pisgah Drainage Area Sewer Replacement – Bid opening was January 4, 2017. IPR Southeast is the contractor. The contractor is making good progress and should be finished with the project by early August.

- Our maintenance department has completed painting of the interior of the Glassrock tank at a cost of approximately \$50,000. The lowest bid for this project was \$284,000.

### **Water & Sewer Projects in Development**

- Airport Sanitary Sewer Relocation- Relocating approximately 4500 feet of sewer main to accommodate the airport expansion.
- S.R. 156 Water Main Relocation (GDOT/ RR Bridge Replacement @ Ranger) – Plans have been submitted to GDOT.
- North Wall Street and Redbud Road Intersection improvements- GDOT has asked for an estimate to relocate any utilities in conflict with the proposed project.
- Hwy 41 South at Lynn Creek (GDOT Widening Project) – Plans have been submitted to GDOT.

### **Projects in Engineering Conceptual Design**

#### **Sewer**

- Blackwood Creek Trunk Sewer Replacement
- Yarborough Street Replacement Sewer
- Louise Ave., Cherry St., and Florence Ave. Sewer Replacement

#### **Water**

- Bellwood Road Water Transmission Main
- Curtis Parkway Water Main
- Reeves Station Water Main (replacing existing 6" C. I. with an 8")
- Second Interconnect with Pickens County

### **2) Water Treatment Plant Facility**

- Total gallons withdrawn: 314,090,000
- Daily average: 10,469,666
- Wells: 128,940,000
- Big Springs: 0
- % produced by Brittany Drive: 41.1%
- Brittany Dr. daily production to capacity: 36.42%
- Mauldin Rd. daily production to capacity: 38.57%
- Rainfall for May – 6.85"
- Due to the persistent drought, the Georgia Environmental Protection Division (EPD) has revised the current drought response to a Level 1 Drought declaration for Georgia (see Map). No additional watering restrictions have been issued above those already in place for the past several years. The City of Calhoun Water System does not have any type of water supply shortage! Outdoor watering as per the existing guidelines may continue under the Level 1 declaration. The existing outdoor

restrictions and the Georgia Drought Response Map can be found at <http://www.cityofcalhoun-ga.com/public-notice-level-1-drought/>

3) **Waste Water Treatment Plant Facility**

- Treated a daily average of 6.116 MGD, with an average BOD effluent of 3, average suspended effluent of 9, and an average COD of 42.

4) **Water Distribution**

- 291 work orders completed, 11 new water connections, 40 water service leaks repaired, 17 water main leaks repaired, 17 water services changed to new main lines, 145 meter changes, 46 utility locates called in for work orders, 613 utility locates responses.
- Performed pre-audit inventory of Water Construction Department on June 30, 2017.
- Install 2,600 ft of 6" PVC pipe and 300 ft of ductile iron pipe along Gravely Road to replace old 2" galvanized pipe.
- Completed installing 2.4 miles of 2" conduit and connection boxes for calnet along Dews Pond Road from Wrights hollow Road to Campbell Road and Brittany Drive Water plant to serve this area with fiber-optic service.

5) **Waste Water Collection**

- 1,750 feet of Sanitary Sewer Services TV inspected, 329 utility locates completed, 4,800 feet sanitary sewer lines cleaned, 3 new sewer connections installed, 2 sanitary sewer services repaired.

6) **Police Department**

- Made 486 cases with 9 DUI's
- Fines collected by Municipal Court - \$75,990
- Issued 239 warnings
- Investigated 60 highway accidents, 42 private property accidents
- Escorts - 61
- Incident reports - 8
- Alarm responses - 237
- Miles patrolled: 39,782
- Calls for service by E-911 unavailable per 911

7) **Municipal Court and Probation**

- Total Court cases- 342
- Court cases dropped- 84
- Number of Bond forfeitures- 154
- Number of Probation cases- 35
- Failure to appear- 46
- Subpoenas served- 2

8) **Fire Department – Suppression**

- Responded to 192 calls for service for the suppression division, with 6 fire incidents.
- Responded to 125 emergency medical service calls.
- Responded to 8 hazardous conditions incidents.
- Responded to 18 false alarms or false calls, 18 good intent.
- Completed all routine vehicle and station maintenance.

***Training Division***

- Department completed 446 hours of training.

**Training consisted of:**

- Training topics this month consisted of: Scene Management, Safe Ladder Practices, Fire Behavior, also Dangers of Fentanyl with its Dangers to First Responders and Protection Procedures on Responses.

**Fire Inspection Department**

- 58 total reported activities/inspections completed during the month.
- Completed 12 annual inspections and 20 requested inspections.
- Performed 6 follow up/re-inspections.
- Performed 15 consultations.
- Completed all routine vehicle and station maintenance.
- Lt. Duvall attended the City Safety meeting and site inspection.
- Inspections had a booth Airport Fly In / Car Show.
- Conducted a Fire Prevention program at George Chambers Center, LEJO, Imagination Station, and Boys and Girls Club.
- Inspectors attended the State of Georgia Fire Safety Symposium at Georgia Public Safety Training Center for Recertification hours.

9) **Building Inspection Department**

Issued 51 permits for an estimated cost of \$2,234,480, and collected \$12,479 in permit fees. This included 4 new residential, 1 residential remodel, 8 residential HVAC, 1 new commercial, 2 commercial remodel, and 2 commercial HVAC. 153 total inspections.

B. Mayor Pro Tem Barton submitted June reports as follows:

**Electric Department**

- Construction continues on the Calhoun High School new STEM / COLA building.
- Construction has begun on the Chick-Fil-A enhancement with a kitchen upgrade and expansion requiring a larger electrical service and bigger transformer.
- Construction has begun on the new Holiday Inn Express.
- Construction has begun on the new Aspen Dental Building.
- LED light conversion continues on Hwy 53.

***Work orders in process or completed***

- Newly created- 89
- Completed and closed- 101

***Consisting of:***

- Capital construction- 10
  - Street and security lighting-21
  - Distribution Maintenance-12
  - Outages/trouble calls- 6
  - Meter maintenance/replacement-8
  - New customer meter sets-7
  - Electric locate tickets processed-217
- 
- The City of Calhoun's Electrical load for June is projected to be 40,000,000 kilowatt hours. This is about the same as last year and over 2 million more than last month. Actual numbers will be released later this week.

**Telecommunications Department**

- Installed 1 new internet customer and disconnected 1 customer.
- Repaired 2 customer fiber drops cut by customer digging in yard.
- Added 70 Mb of bandwidth to existing customer.
- Converted 12 customer access points to the new access system bringing the replacement project to 64% complete.
- Conduit installation to Brittany Drive Water Plant is complete. Thanks goes to the Water Construction Department for their hard work. Fiber installation starts in July.
- Added switch to core network stack and upgraded the switch maintenance software.
- Created new virtual server for Municipal Court and coordinated with software vendor to configure services.
- Opened 31 and closed 24 work orders.

**Geographic Information Systems**

- Updated zoning map.
- Provided GIS training for Electric Department
- Worked with Engineering Department to run water modeling sessions.
- Updated water meter and infrastructure data for Water map
- Updated physical building addresses for Billing Department
- Added new fire pre-plans for buildings for Fire Department
- Updated fiber maps with changes to system and new construction route on Dews Pond Road.
- Updated City and GIS web sites

**Downtown Development Authority**

- The DDA director attended a Business Engagement Committee meeting; a Young Professionals meeting; a CVB Tourism meeting; and The Southeastern Tourism

Society Marketing College workshop. The HPC held their regularly scheduled meeting. There were two COA approvals.

- The economic impact report that was completed for BBQ, Boogie and Blues yielded great results with an estimated overall impact of over \$109,000. Fifty-three percent made purchases in downtown stores; 50% eating in the downtown restaurants; and 98% of festival goers saying they would return next year.
- The DDA is in the process of creating a website. It should launch by the end of June.
- There are a couple of summer events being planned, follow the Downtown Calhoun Facebook page for more details soon!

**Safety Committee**

- The safety committee met on June 6<sup>th</sup> and the topic was working in hot conditions,
- A safety inspection was completed on June 13<sup>th</sup> at the Water Construction Department.
- Vehicle accidents: 1
- Workers compensation: 0

Mayor Pro Tem Barton announced that Councilman Hammond sends his regrets that he was unable to attend tonight. His grandson, who resides in Indianapolis, was christened last night.

C. Councilwoman Palazzolo submitted March reports as follows:

1) **Street Department**

- Completed 30 shop and 25 street department work orders.
- Installed 10 new street signs.
- Repaired potholes and utility cuts using approximately 21 tons of asphalt.
- Repaired a storm drain on Spring Valley Boulevard that had collapsed.
- Cut and removed fallen trees from the mountain bike trail.

2) **Cemetery Department**

- Performed routine maintenance on Fain and Chandler cemetery.
- Supervised the opening and closing of 15 grave sites.
- Sold 11 new grave spaces.

3) **Parks Department**

- The grounds crew picked up litter, hauled garbage to the dump, and maintained records at records room while mowing and weed eating downtown areas.
- The maintenance crew maintained designated buildings downtown.
- Hung a traffic mirror on the outside wall of the library.

- Assembled and installed motor and pump assembly in the fountain at the BB&T park downtown.

4) **Animal Control**

- Housed 20 dogs and 55 cats
- Number of dogs adopted: 8
- Number of cats adopted: 3
- Number of dogs rescued: 1
- Number of cats rescued: 40
- Number of dogs reclaimed by owner: 3
- Number of cats reclaimed by owner: 0
- Number of dogs euthanized: 0
- Number of cats euthanized: 1
- Number of warnings given: 19
- Number of bite cases: 1
- Citations issues: 2

5) **Calhoun Recycling Center**

- Received 20.3 tons of OCC totaling \$3,146.50.
- Received .72 tons of loose OCC totaling \$86.40.
- Received 3,546 pounds of plastics, totaling \$177.30.
- Received 0 tons of paperboard totaling \$0.00.
- Received 4.33 tons of glass totaling \$64.95.
- Received 724 pounds of aluminum totaling \$28.96.

6) **Recreation Department**

1. **PROGRAMMING:**

**Youth Baseball and Softball** – All-Star teams participated in GRPA District tournaments June 17-27, 2017. Five teams represented Calhoun.

**7-8 Coach Pitch Baseball** – 1<sup>st</sup> Place; will represent Calhoun in GRPA State hosted by Calhoun Recreation Department July 11- 14, 2017

**9-10 Baseball** – 1<sup>st</sup> Place – will represent 5<sup>th</sup> District in GRPA State hosted by Savannah July 11-15, 2017.

**SWIM** – The Blue Barracudas had 4 home meets during the month. The GRPA District meet was Hosted by Gilmer County on June 24, 2017. Sixty Barracudas advanced to the GRPA State Swim

meet which will be held in Tifton – July 14-15, 2017

**ADVENTURE CAMP** – Adventure Camp was held June 5-9; June 12-16; June 19 – 23; June 26-30

with a total of 137 participants.

**TENNIS** –Adult league play throughout the month in Women’s 8.5, Women and Men 3.0 Women and Men 2.5, Men 3.5, Mixed 6.5; Winners Club June 20; Community Education Tennis Clinic-- June 20-23; Pickleball – Monday, Wednesday and Friday 1 court.

**2. TOURNAMENTS -**

**June 3 - USA Fast Pitch Invitational** – 1 day tournament with 28 teams participating and total of 630 visitors to the park for this event.

**June 10 – USA 16 Gold Southern Territory Qualifier** –12 teams from Georgia, Florida, Louisiana and South Carolina played for a berth to the USA 16 Gold national championships. There were a total of 324 visitors to the park throughout this one day event.

**June 17 – 27 – GRPA 7-8 Coach Pitch** – baseball and softball – 10 Boys teams and 8 girls teams participated in the district tournament. 1,620 visitors came through the park during this 10 day event.

The estimated economic impact for the three tournaments held during the month of June is \$167,310.00

**3. FACILITY USAGE:**

The following facilities were reserved throughout the month of June for Special Events:

Billy Bearden Recreation Center:

Meeting Room – 3 events      Ratner Pavilion – 6 events

Playground Pavilion -12 events      Pool – General Public/Camps – 2,098

Softball Complex – 1      Pool Parties – 8

**4. WEBSITE USAGE:**

CalhounRec.com

4,174 views, 7-posts; 1,899 - Searches

Facebook Page

3,892 – People Engaged; 8 posts; 2,225 - likes

**JULY EVENTS:**

USA SOFTBALL – GEORGIA STATE TOURNAMENT – 16U GIRLS – JULY 7-9, 2017

GRPA STATE – 7-8 COACH PITCH BASEBALL – JULY 11-14, 2017

DOG DAYS OF SUMMER – JULY 22, 2017

**5. Library**

The Calhoun-Gordon County Library is jointly funded by the Calhoun City Council and Gordon County Commissioners. It is an Authority made up of volunteer servants that are appointed by the governing bodies. The City currently owns the building, which was updated last year with SPLOST funds.

- For the month of June there were 11,126 library card holders, 8,931 library visitors, and 8,750 total circulation. Story time attendance was suspended because of the Summer Reading programs, adult program attendance was low because Summer Reading also includes adult programs, 187 digital new users, 431 e-books, 235 audio books, 1,375 computer logins, and 14,897 Website visits.
- There were 19 Summer Reading programs, 871 Summer Reading attendees, and 1217 Summer Feedings.

- Free Basic English classes are offered every Saturday from 10:00 AM to 12:00 Noon. Free child care is offered for those that are attending the Basic English classes.

Mayor Palmer did mention that the Revolving Loan Fund was Councilman Hammond's only report that was not mentioned. He stated that the Fund has no applications and there was no reason to meet. He reminded everyone that the Fund was in place to help businesses grow and is offered at a low interest rate of 2%. It is based on job creation and applications are processed through a revolving loan committee. He stated that there are funds available and encouraged everyone to take advantage of it.

**7. Public Hearing and Comments:**

Mayor Palmer announced that public hearings will now 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. Mayor Palmer asked if any elected official was in need of a disclosure statement regarding ownership or special interest in any of the agenda items. None were needed.

- A. Mayor Palmer announced the first item was a public hearing of an annexation and zoning request of C-2 for 1.49 acres at a location of 290 Timms Road, by Brian Young. The Zoning Advisory Board meeting was held on July 13, 2017.

- 1) Mayor Palmer opened the public hearing.
- 2) Councilwoman Palazzolo gave the report on notices and Zoning Advisory Board stating that they were in favor of annexation and zoning per the request.
- 3) Mayor Palmer opened the floor for comments from those in attendance. There were none.
- 4) Mayor Palmer closed the public hearing and called for a motion concerning the annexation request.

**Councilwoman Palazzolo made a motion to approve the annexation request. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.**

- 5) Mayor Palmer called for a motion concerning the zoning request of C-2.

**Councilman Edwards made a motion to grant the zoning request of C-2. Councilwoman gave a second with all voting aye. Motion approved.**

- B. Mayor Palmer announced the public hearing of an annexation and zoning request R1-B for 0.46 acres at a location of 193 Green Meadow Lane, NE, by Charles Buchanan, Jr. The Zoning Advisory Board meeting was held on July 13, 2017.

- 1) Mayor Palmer opened the public hearing.
- 2) Councilwoman Palazzolo gave the report on notices and Zoning Advisory Board stating that they were in favor of annexation and zoning per the request.

- 3) Mayor Palmer opened the floor for comments concerning the request. There were none.
- 4) Mayor Palmer closed the public hearing and called for a motion concerning the annexation request.

**Councilwoman Palazzolo made a motion to approve the annexation request. Councilman Edwards gave a second with all voting aye. Motion approved.**

- 5) Mayor Palmer called for a motion concerning the zoning request of R1-B.

**Councilwoman Palazzolo made a motion to approve the zoning request of R1-B. Councilman Edwards gave a second with all voting aye. Motion approved.**

- C. Mayor Palmer announced the public hearing of an annexation and zoning request of C-2 for 18.92 acres at a location of GC56-229, Erwin Street and South Wall Street, by Butler Properties & Development, LLC. The Zoning Advisory Board meeting was held on July 13, 2017.

- 1) Mayor Palmer opened the public hearing.
- 2) Councilwoman Palazzolo gave the report on notices and Zoning Advisory Board stating that they were in favor of annexation and zoning per the request.
- 3) Mayor Palmer opened the floor for comments concerning the request.

Mr. Terry Brumlow of 1287 Curtis Parkway, Calhoun, GA 30701, attorney for the applicant stated this annexation was to clear the path for eventual development of one of the biggest unincorporated islands within the city. He stated that there will be a follow-up variance request pertaining to the property.

- 4) Mayor Palmer called for other comments or questions concerning the request. There were none.
- 5) Mayor Palmer closed the public hearing and called for a motion concerning the annexation request.

**Councilwoman Palazzolo made a motion to approve the annexation request. Councilman Edwards gave a second with all voting aye. Motion approved.**

- 6) Mayor Palmer called for a motion concerning the zoning request of C-2.

**Councilwoman Palazzolo made a motion to approve the zoning request of C-2. Councilman Edwards gave a second with all voting aye. Motion approved.**

- D. Mayor Palmer announced the public hearing of an annexation and zoning request of C-2 for 0.46 acres at a location of GC42-156, at the corner of Erwin Street and South Wall Street, by LIDL US Operations, LLC. The Zoning Advisory Board meeting was held on July 13, 2017.

- 1) Mayor Palmer opened the public hearing.
- 2) Councilwoman Palazzolo gave the report on notices and Zoning Advisory Board stating that they were in favor of annexation and zoning per the request.
- 3) Mayor Palmer opened the floor for comments concerning the request.

Mr. Terry Brumlow of 1287 Curtis Parkway, Calhoun, GA 30701, attorney for the applicant stated this annexation was to provide an ancillary use as a parking area for the building LIDL US Operations, LLC, has prepared to build, should the project be carried through.

- 4) Mayor Palmer called for other comments or questions concerning the request. There were none.
- 5) Mayor Palmer closed the public hearing and called for a motion concerning the annexation request.

**Councilwoman Palazzolo made a motion to approve the annexation request. Councilman Edwards gave a second with all voting aye. Motion approved.**

- 6) Mayor Palmer called for a motion concerning the zoning request of C-2.

**Councilwoman Palazzolo made a motion to approve the zoning request of C-2. Councilman Edwards gave a second with all voting aye. Motion approved.**

E. Mayor Palmer announced the public hearing of a zoning change request from R-2 to C-2 for 1.815 acres at a location of C11-071 and C11-076, by Bagwell Family, LLC. The Zoning Advisory Board meeting was held on July 13, 2017.

- 1) Mayor Palmer opened the public hearing.
- 2) Councilwoman Palazzolo gave the report on notices and Zoning Advisory Board stating that they were in favor of the zoning request.
- 3) Mayor Palmer opened the floor for comments concerning the request.

Mr. Terry Brumlow of 1287 Curtis Parkway, Calhoun, GA 30701, attorney for the applicant stated they have a potential buyer for the property who wished to build warehouse and office space. He stated that Mr. Bagwell was available for any questions the council members may have. He also asked that council members take into consideration the ZAB's recommendation for approval.

- 4) Mayor Palmer called for any other questions or comments pertaining to the matter. There were none.
- 5) Mayor Palmer closed the public hearing and called for a motion concerning the zoning request of C-2.

**Councilwoman Palazzolo made a motion to approve the zoning request of C-2. Councilman Edwards gave a second with all voting aye. Motion approved.**

F. Mayor Palmer announced the public hearing of a beer and wine package license request by Nabil Filfil D/B/A 188 Highway 53, LLC at a location of 943 Hwy 53 Southeast. The proposed store manager is Zachary Mason.

- 1) Mayor Palmer opened the public hearing.
- 2) City Administrator Peterson stated that all of the notices had been properly placed and given.
- 3) Mayor Palmer opened the floor for comments.

Mr. Michael Squillace of 1575 Northside Drive, NW, Atlanta, Georgia, Attorney for the applicant, addressed council members stating he would be happy to answer any questions they may have.

- 4) Mayor Palmer called for any other questions or comments concerning the request. There were none.
- 5) Mayor Palmer closed the public hearing and called for a motion concerning the beer and wine package license request.

**Mayor Pro Tem Barton made a motion to approve the request. Councilman Edwards gave a second with all voting aye. Motion approved.**

8. Old Business:

A. Installment Sale Agreement- McDaniel Station Police Department

City Attorney Govignon stated that this was a governmental pilot. The City will actually be using the borrowing power of the Georgia Municipal Association (GMA) to finance the bond. Mr. John Panell, Attorney for GMA, stated that the resolution being voting on tonight authorized the sale agreement between the City of Calhoun and GMA. He stated that BB&T is the actual lender on the project. The resolution authorizes the Mayor and the City Administrator to sign all necessary closing documents tonight for the closing which is scheduled to take place on Thursday of this week. After the closing the \$3.5 million will be placed in a project account for the City's utilization in constructing the new facility. The term is 15 years at 2.54%, maturing July, 2032, with the City having the ability to pre-pay the balance halfway through the term, which would be January, 2025.

Mayor Palmer opened the floor to council members for any questions or comments for Mr. Panell. There being none, Mayor Palmer called for a motion to approve the resolution and allow the Mayor to sign.

**Councilman Edwards made a motion to approve the authorizing resolution. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.**

B. Animal Control Ordinance

Mayor Palmer gave the second reading of an ordinance to amend, strike or change certain articles, divisions and sections of Chapter 14, Animals, to provide the public

with confidence in their individual safety, as well as, the human and ethical treatment of certain classifications of animals either owned or possessed by municipal residents, or otherwise found or located within the city limits. The public hearing is scheduled for July 24, 2017.

C. **Special Event Permit – Food Trucks and Friends**

Mayor Palmer read the Special Event Permit request for United Way of Gordon County Young Leaders Society, in association with the Downtown Development Authority (DDA) and Wall Street Grille. The event, titled Food Truck's and Friends, will be held in the Depot parking lot on Friday, August 18<sup>th</sup>, 5:30 PM to 8:00 PM.

**Councilman Edwards made a motion to approve a Special Event Permit. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.**

D. **Temporary Outdoor Alcohol Special Event Permit – Food Trucks and Friends**

Mayor Palmer read the Temporary Outdoor Alcohol Special Event Permit for United Way of Gordon County Young Leaders Society, in association with the DDA and Wall Street Grille. This permit is in addition to the Special Event Permit to allow the provision of alcohol by Wall Street Grille, currently holding a valid Class B beer and wine license for on-premise consumption. Wall Street Grille has applied for their Alcohol Special Event permit with the Georgia Department of Revenue and expects to receive the approved permit pending City approval.

**Mayor Pro Tem Barton made a motion to approve the Temporary Outdoor Alcohol Special Event Permit. Councilman Edwards gave a second with all voting aye. Motion approved.**

9. **New Business:**

A. **Variance Request – LIDL US Operations, LLC**

Mayor Palmer gave the first reading of a building set back variance request of 15 feet, to reduce the minimum square footage from 30 feet to 15 feet, at a location of GC56-229, at Erwin Street and South Wall Street, by LIDL US Operations, LLC. The Zoning Advisory Board is scheduled for August 10, 2017.

B. **Special Event Permit – Gordon County Unity Run**

Mayor Palmer read the road closure request by United Way of Gordon County for Unity Run XXIII to be held on Tuesday, September 26, 2017 at 6:30pm. The Unity Run begins on Warrior Path at Gordon Central High School, crosses Red Bud Road onto Curtis Parkway, right onto Dews Pond Road, right onto Barrett Road, left onto Meadow Lane, left onto Buena Vista continuing on Boulevard Heights, right onto East Line Street, left onto Piedmont Street, right onto North Court Street crosses Hwy 41 and ends at the corner of Court Street and Park Avenue in downtown Calhoun.

**Mayor Pro Tem Barton made a motion to approve the request. Councilman Edwards gave a second with all voting aye. Motion approved.**

**C. Rivers To Ridge Trail Master Plan**

Mayor Palmer gave the first reading of the Rivers to Ridge Trail Master Plan. The Gordon County Commissioners will host a presentation of the Plan, to be given by Greta DeMayo of Kaizen Collaborative on Tuesday, July 18<sup>th</sup> at 5:30 pm, in the conference room of the Administration Building.

Assistant City Administrator Worley stated that the creation of this plan was a six month process between the City and the County. It has identified about 8.5 miles of walking trails and a 21 mile path for the Blueway trails to incorporate three of our existing ramps, and possibly construct a fourth. It connects a lot of facilities within the City of Calhoun reaching into Gordon County. We are hoping it will be a map for achieving grant funding for the next 10 to 15 years for these projects.

**D. Parade Permit – Northwest Georgia Regional Fair**

Mayor Palmer read a parade request on the traditional route by Bud Owens for the Annual Northwest Georgia Regional Fair Parade on September 9<sup>th</sup> at 11:00am.

**Councilman Edwards made a motion to grant the request subject to GDOT approval.  
Councilwoman Palazzolo gave a second with all voting aye. Motion approved.**

**E. Parade Permit – Calhoun Christmas Parade**

Mayor Palmer read a parade request on the extended route by the Gordon County Chamber of Commerce and the Downtown Development Authority for the annual Calhoun Christmas Parade on December 14<sup>th</sup> at 7:00pm.

**Councilman Edwards made a motion to grant the request subject to GDOT approval.  
Councilwoman Palazzolo gave a second with all voting aye. Motion approved.**

**F. Intergovernmental Agreement – 2018 SPLOST Use and Distribution**

Mayor Palmer called for a motion regarding an intergovernmental agreement for the use and distribution of proceeds from the 2018 Special Purpose Local Option Sales Tax for Capital Outlay Projects. (copy attached)

**Councilman Edwards made a motion to grant the request subject to GDOT approval.  
Councilwoman Palazzolo gave a second with all voting aye. Motion approved.**

**10. Other written items not on the agenda:**

**11. Work reports:**

City Administrator Peterson stated that he wanted to note that all notices and legal requirements had been met for all public hearings.

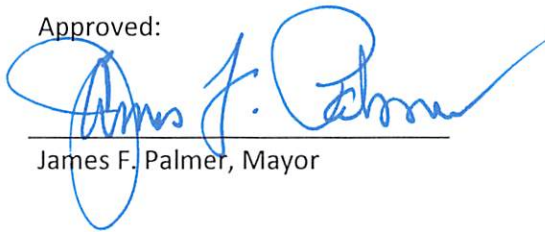
12. Motion to move to Executive Session, if needed:

13. Motion to return to General Session, if needed:

14. Motion to adjourn:

Mayor Pro Tem Barton made a motion to adjourn. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.

Approved:



James F. Palmer, Mayor

Submitted:



Sharon Nelson, CMC, City Clerk

**STATE OF GEORGA  
COUNTY OF GORDON**

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION  
OF PROCEEDS FROM THE 2018 SPECIAL PURPOSE LOCAL OPTION SALES TAX  
FOR CAPITAL OUTLAY PROJECTS**

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**THIS AGREEMENT** is made and entered this the 5<sup>th</sup> day of July, 2017, by and between Gordon County, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and the City of Calhoun, the City of Fairmount, the City of Plainville, and the City of Resaca, qualified municipal corporations of the State of Georgia (hereinafter referred to individually and collectively as the "Municipalities").

**WITNESSETH:**

**WHEREAS**, O.C.G.A. Section 48-8-110 et seq. (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified Municipalities within the County; and

**WHEREAS**, the County and the Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 5th day of July, 2017, in conformance with the requirements of O.C.G.A. Section 48-8-111(a); and

**WHEREAS**, the County and the Municipalities have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act.

**NOW, THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

**Section 1. Representations and Mutual Covenants**

(A) The County makes the following representations and warranties which may be

specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
- (iii) This Agreement is a valid, binding and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7th day of November, 2017 for the purpose of submitting to the voters of the county for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Gordon County for a period of 24 quarters, commencing on the 1<sup>st</sup> day of May, 2018, to raise an estimated \$48,606,000 to be used for funding the projects specified in Exhibit A attached hereto.

(B) Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. Section 48-8-110(4); and
- (v) Each Municipality is located entirely or partially within the geographic

boundaries of the special tax district created in the County.

(C) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. Section 48-8-110 et seq. and all provisions of this Agreement shall be construed in light of O.C.G.A. Section 48-8-110 et seq.

(D) The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

(E) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. Section 48-8-121 (g)(2).

(F) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

## **Section 2. Conditions Precedent**

(A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. Section 48-8-111(a).

(B) This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. Section 48-8-111 (b) through (e).

(C) This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

**Section 3. Effective Date and Term of the Tax**

The SPLOST, subject to the approval in an election to be held on the 7th day of November, 2017, shall continue for a period of six (6) years with collections beginning on May 1, 2018.

**Section 4. Effective Date and Term of this Agreement**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or
- (iii) The completion of all projects described in Exhibit A.

**Section 5. County SPLOST Fund; Separate Accounts; No Commingling**

(A) A special fund or account shall be created by the County and designated as the 2018 Gordon County Special Purpose Local Option Sales Tax Fund (“SPLOST Fund”).

The County shall select a bank or Georgia Fund 1 which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(B) Each Municipality shall create a special fund to be designated as the 2018 Special Purpose Local Option Sales Tax Fund for each respective Municipality. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

**Section 6. Procedure for Disbursement of SPLOST Proceeds**

(A) Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.

(B) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

(C) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

(D) The parties agree that any excess proceeds remaining after all of the approved

SPLOST projects have been completed will be allocated between the parties based upon the percentage of population compared to total county population which is stipulated as follows: Population percentage of unincorporated Gordon County (67.93%); City of Calhoun (28.83%); City of Fairmount (1.3%); City of Resaca (1.37%); and, City of Plainville (0.57%). The parties further agree that in the event there is an underage of the anticipated SPLOST revenue to be collected, then the parties will reduce their amounts to be distributed by the same percentages as outlined above in this paragraph.

#### **.Section 7. Projects**

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made a part of this Agreement.

#### **Section 8. Priority and Order of Project Funding**

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit B of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

#### **Section 9. Completion of Projects**

(A) The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.

(B) If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other County project in Exhibit A.

(C) If a Municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the Municipality may apply the

remaining unexpended funds to any other project included for that Municipality in Exhibit A.

(D) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five (5) years after the termination of the SPLOST. Any SPLOST proceeds held by a County or a Municipality at the end of the five (5) year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. Section 48-8-121(g)(2).

**Section 10. Certificate of Completion**

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

**Section 11. Expenses**

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election, and shall be paid any costs incurred as a result of said election on behalf of and by each respective Municipality.

**Section 12. Audits**

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal Fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. Section 48-8-

121 (a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

**Section 13. Notices**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

For Gordon County:

Chair, Gordon County  
Board of Commissioners  
P.O. Box 580  
Calhoun, GA 30703

For City of Plainville:

Mayor, City of Plainville  
P.O. Box 657  
Plainville, GA 30733

For City of Calhoun:

Mayor, City of Calhoun  
P.O. Box 248  
Calhoun, GA 30703

For City of Resaca:

Mayor, City of Resaca  
330 Walker Street  
Resaca, GA 30735

For City of Fairmount:

Mayor, City of Fairmount  
P.O. Box 705  
Fairmount, GA 30139

**Section 14. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 21. Mediation**

The County and the Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

**IN WITNESS WHEREOF**, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

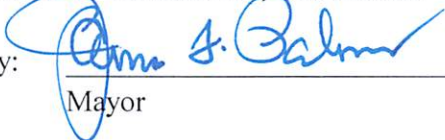
**COUNTY OF GORDON, GEORGIA**

By: \_\_\_\_\_  
Chair, Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

**CITY OF CALHOUN, GEORGIA**

By:   
Mayor

Attest:

  
Clerk

Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

**Section 15. Amendments**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

**Section 16. Governing Law**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

**Section 17. Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement, unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

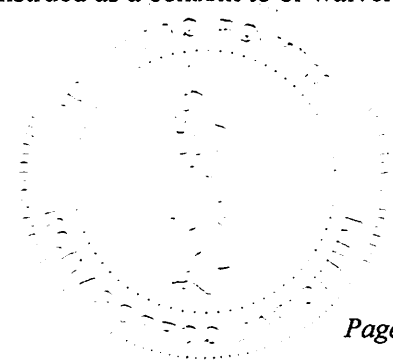
**Section 18. Compliance with Law**

The County and the Municipalities shall comply with all applicable local, State and Federal statutes, ordinances, rules and regulations.

**Section. 19. No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**Section. 20. Counterparts**



**CITY OF FAIRMOUNT, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
Clerk

**CITY OF PLAINVILLE, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
Clerk

**CITY OF RESACA, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
Clerk

2018 CALHOUN SPLOST  
Group Summary

Public Safety

Police Body Cameras, Fire Department  
Vehicle Extraction Equipment, New  
Police Station Debt Repayment \$ 1,945,000

Recreation

New Gym with Indoor Walking Loop,  
Tennis Court Resurfacing, Dog Park,  
Trail System Expansion with Gordon  
County, Expand Playground Equipment,  
Oostanaula Boat Ramp Upgrade,  
Maintenance Facility and Equipment \$3,380,000

Public Works

Street Milling and Paving, Equipment,  
Complete Peters Street, Recycling  
Building and Equipment, Equipment  
and Facilities for Cemetery, Parks, and  
Animal Control, Sidewalk Repair and  
Expansion, Additional Access to Primary  
and Element School \$6,297,910

Utilities

Replace Sewer Line in Redbud Barrett  
Road Corridor \$ 1,125,000

Total \$12,747,910

Additional \$514,576 SPLOST per Al Leonard to be placed in Recreation; trails, sidewalks, and pedestrian connectivity.

New Total: \$ 13,262,486

COUNTY OF GORDON  
STATE OF GEORGIA

**TITLE AFFIDAVIT**  
**CITY OF CALHOUN**  
a Municipal Corporation of the State of Georgia

Before the undersigned attesting officer, duly authorized by law to administer oaths in Georgia, appeared Affiant, the individual identified below who, being duly sworn according to law, deposed and stated to his best knowledge and belief on oath as follows:

1. That Affiant is Mayor of the City of Calhoun, Georgia (hereinafter referred to as the "City") and is duly authorized by the City to make this Affidavit.
2. That Affiant has knowledge of the facts set forth herein.
3. That the City owns good and marketable fee simple title in and to the real property described in **Exhibit "A"** (the "Property"), attached hereto and made a part hereof by this reference, subject only to those matters described on **Exhibit "B"** attached hereto and made a party hereof by this reference, and the Installment Sale Agreement (the "Installment Sale Agreement") dated as of even date herewith between the City and Georgia Municipal Association, Inc. ("GMA") and the Deed to Secure Debt (the "Security Deed") dated as of even date herewith from GMA to [LENDER] (together, the "Permitted Encumbrances").
4. That there are no pending lawsuits, proceedings, judgments, bankruptcies or executions against the City or again said property which would affect title thereof.
5. That said Property is now free and clear of any liens, mortgages, judgments, taxes or other encumbrances except the Permitted Encumbrances.
6. That the Property has never been used for the handling, generation, treatment, storage or disposal of hazardous materials.
7. That the Property has no underground storage tanks containing any petroleum related material or any hazardous substance.
8. That the Property or any improvements thereon do not contain any asbestos containing materials.
9. That no improvements or repairs have been made on said property during the 100 days immediately preceding the date hereof for which full payment has not been made; that there

TITLE AFFIDAVIT FOR CLOSING  
CITY OF CALHOUN, a municipal  
corporation of the State of Georgia  
9.67 ACRES (MORE OR LESS)  
of Land Lot 243 of the 14<sup>th</sup> District  
of the 3<sup>rd</sup> Section of Gordon County, Ga.

are no contracts not fully performed, and no outstanding bills incurred for labor or materials used in making improvements or repairs on said property or for services of architects, surveyors or engineers incurred in connection therewith; and City has made no contract or arrangement of any kind whatsoever, the performance of which by the other party thereto could give rise to a lien on the Property superior to that of the Security Deed; and there are no unpaid bills or liens against said Property for sewerage, water, sidewalk, street or other improvements, except as may be set forth on **Exhibit "C"** attached hereto.

10. That any improvements located on said property are completed and within the boundary lines and that there are no retention title contracts, bills of sale, security agreements, or other encumbrances or interests of record affecting title to any personal property installed on said property or improvements located thereon.
11. That the City knows of no pending petition for, or threat of condemnation, paving, or street, water, or sewer improvements affecting said property, and no notice of condemnation, assessment for any such improvements, or any other assessment has been received by the City.
12. That possession of said Property in the City and the City's predecessors has been continuous, peaceable and undisturbed, and the title thereto has never been disputed, questions or rejected, so far as Affiant knows, and that Affiant knows of no facts by reason of which the City's exclusive possession or title might be called into question, or by reason of which any claim to any part of the property or any interest therein adverse to the City or GMA might be set up.
13. That the City has not engaged any broker, agent or other intermediary to provide brokerage services in connection with the management, sale, purchase, lease, option or other conveyance of the Property or any part thereof or interest therein.
14. That the City is not aware of and has not received any notice of any lien or claim of lien for any such brokerage services which arises out of any act or agreement of City and related to any such conveyance of the Property.
15. That no proceeds of the Installment Sale Agreement will be used to fund or reimburse for the purchase of real property or for any other real estate transaction which is reportable pursuant to Section 6045 of the Internal Revenue Code; and
16. That the City is not a "foreign person" for the purposes of I.R.C. § 1445 and is not a "nonresident of Georgia" for the purposes of O.C.G.A. § 48-7-128, and the City is a municipal corporation existing under the laws of the State of Georgia; and that the City has

full power and authority to execute and to deliver and has duly authorized the execution and delivery of the Installment Sale Agreement referred to above.

That this Affidavit is made to induce GMA to purchase said property and to induce the title insurance company to issue its policy of title insurance insuring said property or binder thereof, knowing that the aforesaid parties will rely upon the statements made herein.

Sworn to and subscribed before  
me this 17th day of July, 2017.

*Sharon Rubin*  
NOTARY PUBLIC  
MY COMM. EXPIRES: 2/20/2018

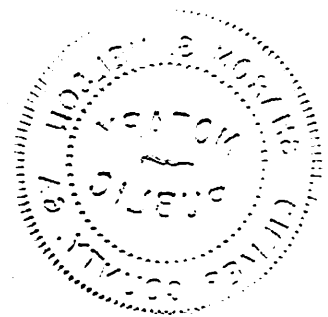
AFFIANT:

*James J. Palmer*  
MAYOR, CITY OF CALHOUN, GA.



*[Faint handwritten text, possibly a signature or name]*

*[Faint handwritten text]*



**EXHIBIT "A"**

**ALL THAT TRACT OR PARCEL OF LAND LYING, BEING AND SITUATED IN Land Lot 243 in the 14<sup>th</sup> District and 3rd Section of Gordon County, Georgia and being described as Tract 1 consisting of 9.67 acres as shown and described on a plat of survey for the City of Calhoun, Georgia, dated November 14, 2016, prepared by MASSEY SURVEYING INCORPORATED, G.R.L.S. No. 2760 and recorded in the office of the Clerk of the Superior Court of Gordon County, Georgia in Plat Book 53, Page 83 to which plat and the record thereof reference is hereby made for a full and complete description of said land.**

**TOGETHER WITH A RESERVED 65 FOOT ROADWAY RIGHT OF WAY described as "Recreation Drive" on said plat of survey for the City of Calhoun, Georgia, dated November 14, 2016, prepared by MASSEY SURVEYING INCORPORATED, G.R.L.S. No. 2760 and recorded in the office of the Clerk of the Superior Court of Gordon County, Georgia in Plat Book 53, Page 83 to which plat and the record thereof reference is hereby made for a full and complete description of said land.**