November Monthly Reports
December 2012

WEST POINT

AGENDA
WORK SESSION

THURSDAY, DECEMBER 6, 2012

WORK SESSION
@ 8:15 AM

MEETING CALLED TO ORDER

AGENDA REVIEWED IN ITS ENTIRELY BEFORE DISCUSSION

PUBLIC COMMENT ON ANY ISSUE

OLD BUSINESS

- 2013 Budget
- Depot Fees
- Community HOME Investment Program (CHIP)

NEW BUSINESS

- New Horizon Community Theatre Revolving Loan Fund
- Re-Appoint West Point Development Authority Member Mr. Lionel Johnson
- City Building Use by Park and Recreation
- Add On Fee to Fines
- Prosecuting Attorney Ordinance

CONSIDER ITEMS FOR BUSINESS MEETING (Create Business Meeting Agenda)

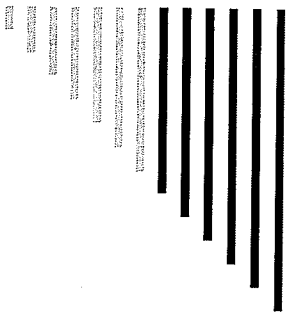
- 2013 Budget
- Depot Fees
- Community HOME Investment Program (CHIP)
- New Horizon Community Theater Revolving Loan Fund
- Re-Appoint West Point Development Authority Member Mr. Lionel Johnson
- City Building Use by Park and Recreation
- Add On Fee to Fines
- Prosecuting Attorney Ordinance
-

MAYOR & COUNCIL COMMENTS

ADJOURNED

December Meetings

Council Meeting:	Monday, December 10th @ 6:00 PM
Bus Shelters	**Tuesday, December 11th @ 1:00 PM**
Work Session:	NO WORK SESSION Dec 25th
Work Session:	Thursday, January 10th @ 8:15 AM



MINUTES

WEST POINT GEORGIA
Welcome Home

The regular meeting of the Mayor and Council was held in the Council room of West Point City Hall November 12, 2012 at 6:00 P.M. with Mayor A. Drew Ferguson IV presiding.

Members Present:
Councilmember Joseph R. Downs III
Councilmember Gerald W. Ledbetter
Councilmember Gloria R. Marshall
Councilmember Sandra Thornton
Councilmember Benjamin F. Wilcox
Councilmember Judy L. Wilkinson

Members Absent:

Mayor Ferguson called Minister Lisa Askew Pilgrim Baptist Church Lanett, Alabama for opening prayer.

Mayor Ferguson called the meeting of the Mayor and City Council to order and welcomed everyone.

AGENDA

Mayor Ferguson asked for a motion to approve the agenda. Councilmember Joseph R. Downs III made said motion and seconded by Councilmember Sandra Thornton and **passed unanimously**.

MINUTES

Mayor Ferguson asked for a motion to approve the minutes from the October 8, 2012 regular meeting. Councilmember Sandra Thornton made said motion and was seconded by Councilmember Gloria R. Marshall; the minutes were **approved unanimously without change.**

FINANCIAL REPORT

Councilmember Judy Wilkinson presented the October financial report with the November cash position and forecast and made a motion to accept the report; motion seconded by Councilmember Gloria R. Marshall and **passed unanimously**.

LIBRARIES- PRESENTATION BY DEBORAH ROBERTSON

Ms. Deborah Robertson, President of the Hawkes Library Board of Trustees asked the City of West Point to consider adding $23,000 funding for the library operation in the city's 2013 budget. She stated the library is considering affiliating with Troup and Harris Counties in a regional library approach. She stated if the City of West Point participated in the Regional Library the city could not continue to provide funding to the Bradshaw Library. She outlined the services the library provides such as youth programs, tutoring, free computer access and free Wi-Fi, and adult events. She recognized the large delegation of supporters in the audience who had come to the meeting showing support for the Hawkes Library.

INMATE HOUSING

Councilmember Benjamin F. Wilcox made a motion to approve a resolution to adopt a Jail Service Agreement between the City of West Point and Troup County. The intent of the agreement that, in pursuance of law enforcement in and for the City of West Point and Troup County, County and Sheriff will accept, book and house inmates for the city. Councilmember Joseph R. Downs III seconded the motion and **passed unanimously**.

APPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION BOARD

Mayor Ferguson asked for nominations to appoint two members to the West Point Historic Preservation Commission Board. Councilmember Benjamin F. Wilcox made a motion to re-appoint Jane Fuller and to appoint Marshall Sapp. The motion was seconded by Councilmember Joseph R. Downs III and **passed unanimously.**

MALT BEVERAGR & WINE LICENSE APPLICATION FOR VIP FOOD & LOTTO

Mayor Ferguson asked for a motion to approve an Off-Premise Consumption Malt Beverage and Wine License to Swetlaha V. Kotak at 200 E 10th St, VIP Food & Lotto. Councilmember Sandra Thornton made said motion and the motion was seconded by Councilmember Benjamin F. Wilcox and **pass unanimously**

MALT BEVERAGR & WINE LICENSE APPLICATION FOR NICK LOTTO

Mayor Ferguson asked for a motion to approve an Off-Premise Consumption Malt Beverage and Wine License to Ashaben K. Patel at 722 3rd Ave, Nick Lotto Store. Councilmember Sandra Thornton made said motion and the motion was seconded by Councilmember Joseph R. Downs III and **pass unanimously**.

HARRIS COUNTY LOCAL SALES TAXES ON ENERGY USED IN MANUFACTURING

Councilmember Judy Wilkinson made a motion to pass a resolution approving Energy Excise Tax on the sale or use of energy within the corporate limits of the City of West Point within Harris County, Georgia and it may be modified from time to time. The current amount is 2%. Councilmember Gerald W. Ledbetter seconded the motion and **passed unanimously**.

HARRIS COUNTY LOST 2013

Councilmember Gerald W. Ledbetter made a motion to adopt a resolution which allows municipalities within each county to levy a joint 1% Local Option Sales Tax (LOST). The agreement includes Harris County and the other municipalities in the county. The resolution also approves the agreement for the Distribution of the Harris County Local Option Sales Tax and gives the Mayor the authority to sign the Georgia Department of Revenue Certificate of Distribution reflecting the Harris County LOST distribution. Councilmember Judy Wilkinson seconded the motion and **passed unanimously.**

OTHER

Councilmember Judy Wilkinson reminded everyone of the West Point Winter Carnival Saturday, November 17th 5:00 – 8:00pm at the West Point Depot. There will be over 50 vendors participating.

ADJOURN

There being no further business, the meeting was adjourned.

Richard McCoy City Clerk	A. Drew Ferguson IV Mayor

WEST POINT GEORGIA
Welcome Home

The Called meeting of the Mayor and Council was held in the Council room of West Point City Hall November 27, 2012 at 7:30 P.M. with Mayor A. Drew Ferguson IV presiding.

Members Present:

Councilmember Joseph R. Downs III
Councilmember Gerald W. Ledbetter
Councilmember Gloria R. Marshall
Councilmember Sandra Thornton
Councilmember Benjamin F. Wilcox
Councilmember Judy L. Wilkinson

Members Absent:

Mayor A Drew Ferguson IV called the Special meeting of the Mayor and City Council to order.

ECONOMIC DEVELOPMENT AGREEMENTS

Mayor Ferguson stated the Memorandum of Understanding and the Intergovernmental Agreement if approved will allow KIA to make an investment in Technology of 1.6 billion dollars in our community and will increase job opportunities with KIA suppliers and the City of West Point, West Point Development Authority, Troup County, and the Troup County School System will receive revenues in lieu of taxes over the next five to eleven years.

Councilmember Gerald W. Ledbetter read a resolution in a form of a motion that the City of West Point is authorized to promote and expand the public good and welfare and through its governing authority, they have reviewed and considered that Memorandum of Understanding by and among KIA Motors Manufacturing Georgia, Inc. and Troup County, Georgia, the City of West Point, Georgia and others; the Mayor and Council have considered said proposed agreement and find the terms to be acceptable and in the best interests of the citizen of the City of West Point; and approve the Memorandum of Understanding and authorize the Mayor and Clerk of the City of West Point to execute said agreement. Councilmember Judy L. Wilkinson seconded the motion and **passed unanimously**.

Councilmember Judy L. Wilkinson read a resolution in a form of a motion to approve an Intergovernmental Agreement for Economic Development Services to be entered between the City of West Point and West Point Development Authority and approve that the Mayor and Clerk of the City of West Point is authorized to execute the agreement. The motion was seconded by Councilmember Benjamin F. Wilcox and **passed unanimously.**

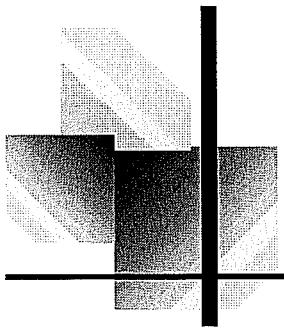
OTHER BUSINESS

Councilmember Sandra Thornton thanked Mrs. Dee Dee Williams for running for County Commissioner. She stated the community was proud of her effort and campaign.

ADJOURN

There being no further business, the meeting was adjourned.

Richard McCoy City Clerk	A. Drew Ferguson IV Mayor



FINANCIAL REPORT

City of West Point Financial Report November, 2012

REVENUES

	General Fund	EMRG 911	Water Fund
Current Revenue	$191,553.04	$16,836.43	$294,164.68
YTD Revenue	$7,301,526.58	$110,533.49	$3,361,285.48
Budget	**$6,559,807.00**	**$102,000.00**	**$3,056,200.00**
Percentage Budget	111.31%	108.37%	109.98%

	Electric Fund	Gas Fund	Sanitation
Current Revenue	$376,530.30	$116,372.17	$28,543.30
YTD Revenue	$5,297,252.49	$1,130,380.88	$313,733.66
Budget	**$5,798,000.00**	**$1,588,500.00**	**$461,000.00**
Percentage Budget	91.36%	71.16%	68.06%

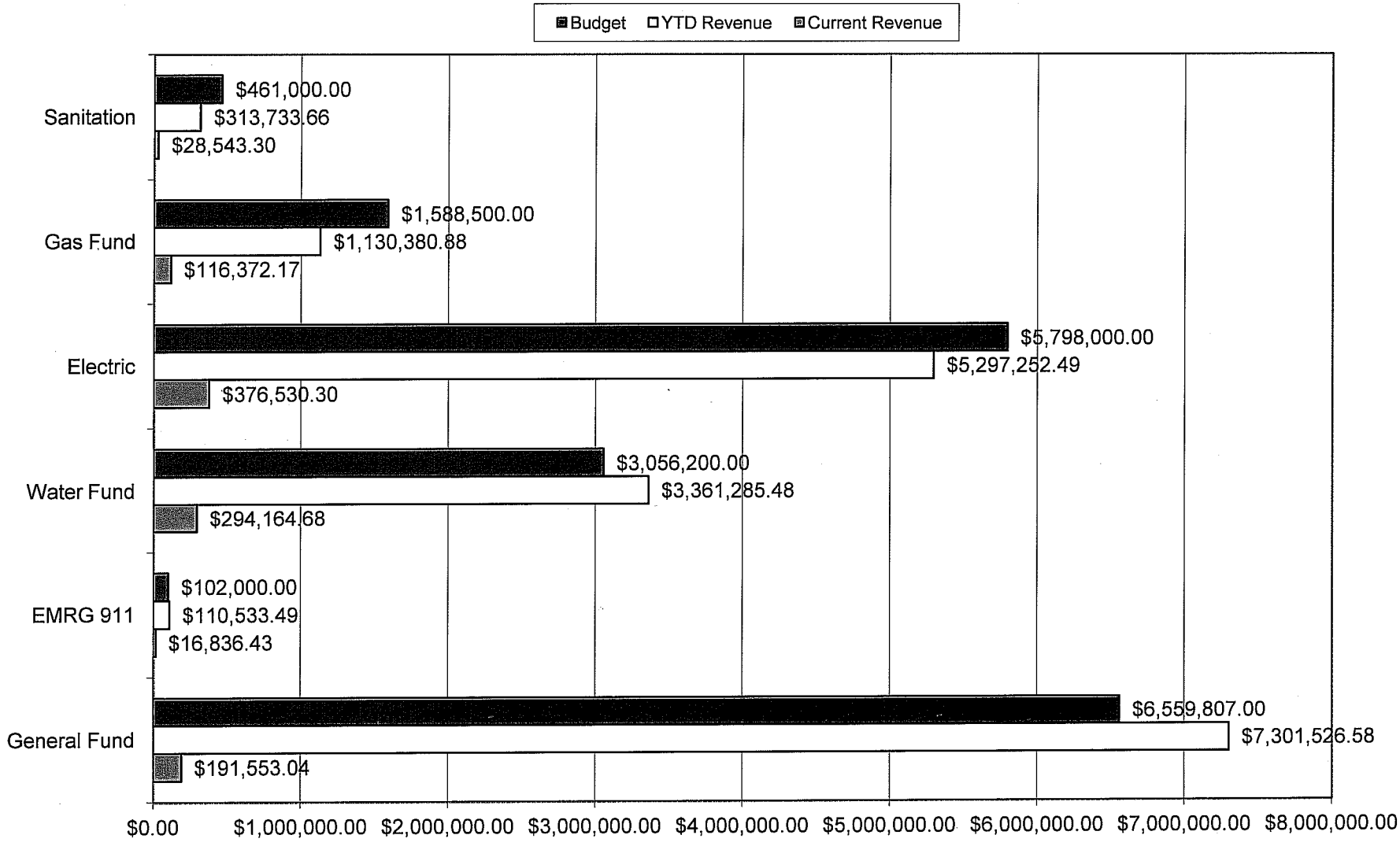
	GDOT TE WP PEP	USDA	SPLOST
Current Revenue	$40,392.84	$0.00	$44,239.24
YTD Revenue	$83,606.28	$0.00	$5,007,024.07
Budget	**$50,000.00**	**$0.00**	**$660,700.00**
Percentage Budget	167.21%		757.84%

Total All Departments	
Current Revenues	$1,108,632.00
Current Expense	$1,518,225.40
over/under	($409,593.40)

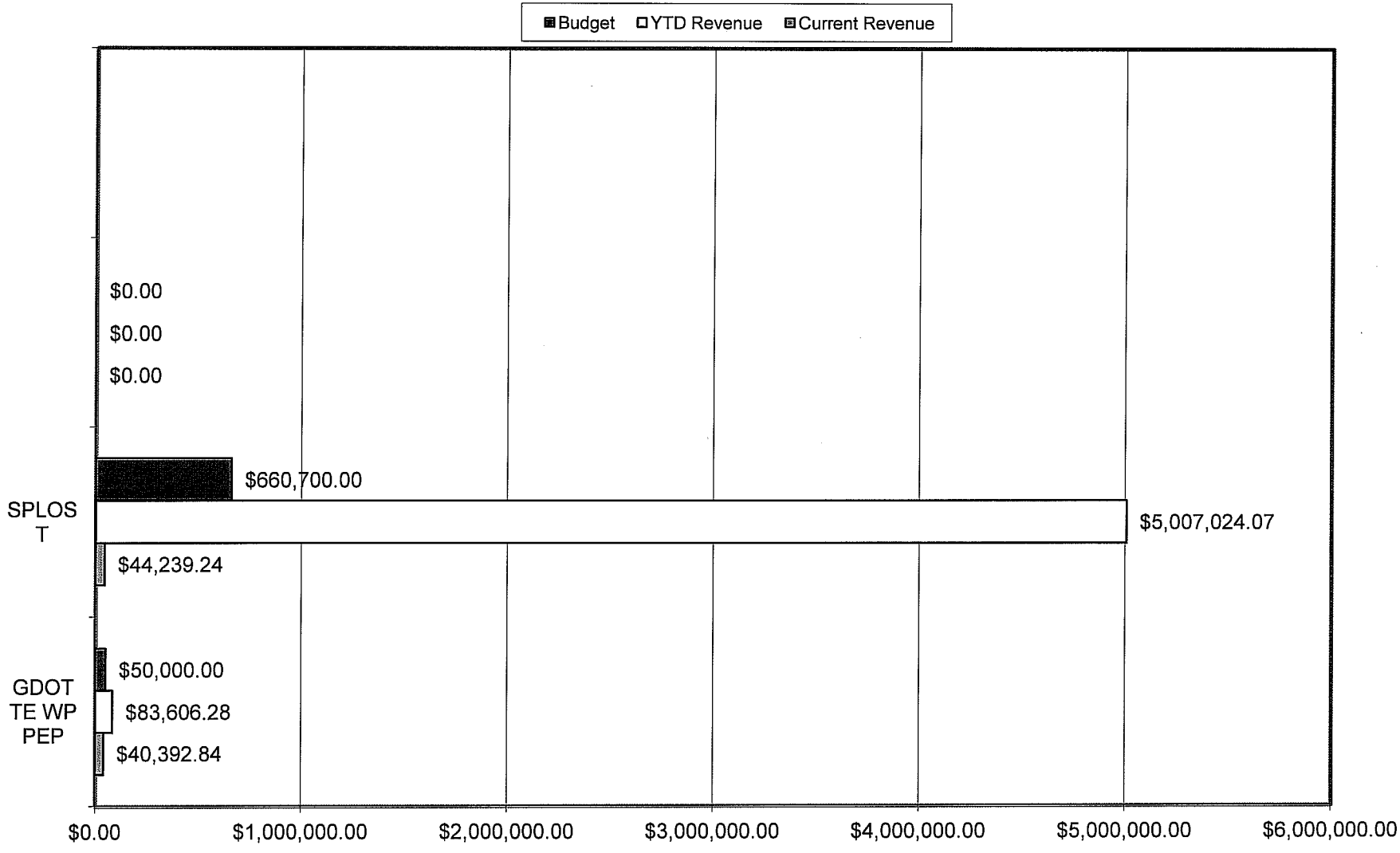
	Total All Departments
Total YTD Revenue	$22,605,342.93
Total YTD Expenses	$20,611,558.62
over/under	$1,993,784.31

YTD Revenue	**$22,605,342.93**
Budget	**$18,276,207.00**
Percentage	**123.69%**

Budget Revenue Comparison November, 2012



Budget Revenue Comparison November, 2012



City of West Point Financial Report November, 2012

EXPENSES

	General Government	Police Dept	Fire Dept	Street Dept
Current Expense	$54,774.72	$190,583.76	$134,322.57	$40,078.81
YTD Expense	$833,133.76	$1,508,329.80	$4,418,704.40	$409,229.73
Budget	**$844,930.00**	**$1,722,488.00**	**$3,104,400.00**	**$517,030.00**
Percentage Budget	98.60%	87.57%	142.34%	79.15%

	Planning & Zoning	Tech Center	EMRG 911 SYS	Water Dept
Current Expense	$28,299.73	$8,751.74	$10,028.10	$194,548.36
YTD Expense	$245,178.30	$36,777.37	$53,233.06	$1,471,954.88
Budget	**$264,959.00**	**$31,000.00**	**$102,000.00**	**$1,472,913.00**
Percentage Budget	92.53%	118.64%	52.19%	99.93%

	Sewer/ Sewer Disp	Electric Dept	Gas Dept	Sanitation Dep
Current Expense	$138,647.90	$395,508.58	$132,661.73	$47,136.46
YTD Expense	$1,805,381.21	$4,545,315.85	$1,042,940.71	$447,930.85
Budget	**$1,583,287.00**	**$5,798,000.00**	**$1,588,500.00**	**$461,000.00**
Percentage Budget	114.03%	78.39%	65.66%	97.17%

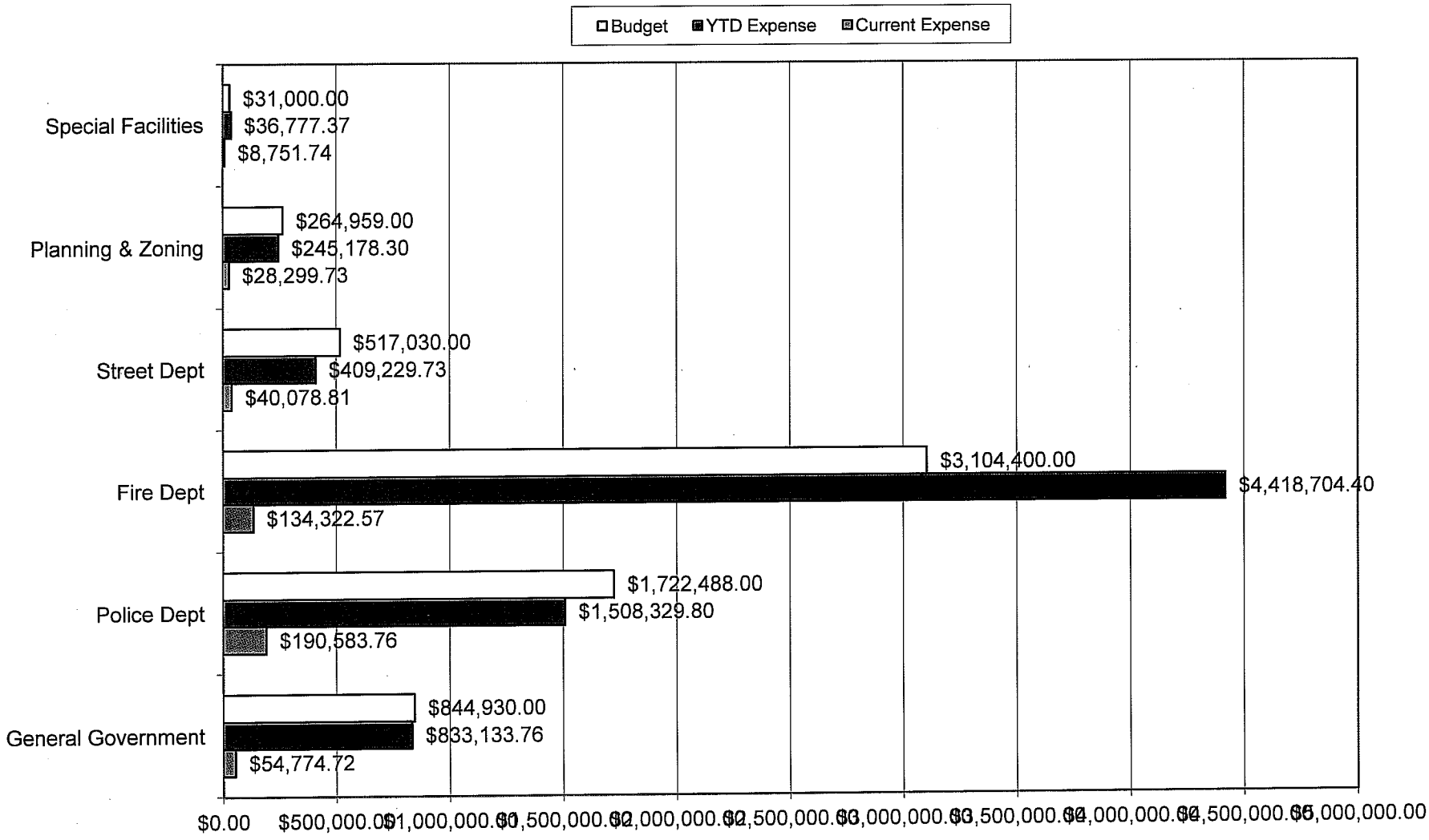
	SPLOST	Study Center	GDOT TE WP PEP
Current Expense	$97,281.61	$5,208.49	$40,392.84
YTD Expense	$3,666,000.35	$43,842.07	$83,606.28
Budget	**$660,700.00**	**$75,000.00**	**$50,000.00**
Percentage Budget	554.87%	58.46%	167.21%

	All Funds
Current Revenues	$1,108,632.00
Current Expense	$1,518,225.40
over/under	($409,593.40)

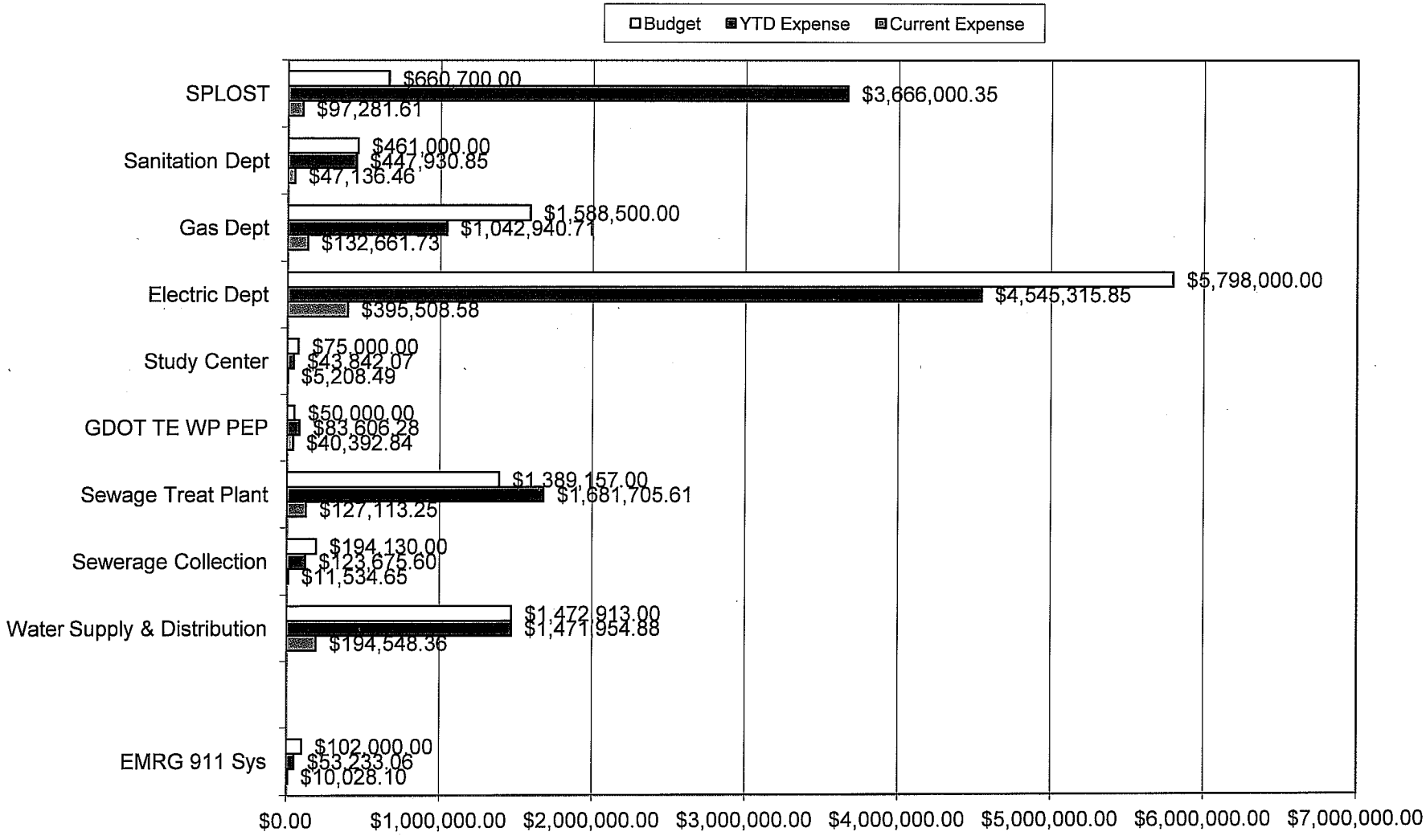
Total All Departments	
Total YTD Revenue	$22,605,342.93
Total YTD Expenses	$20,611,558.62
over/under	$1,993,784.31

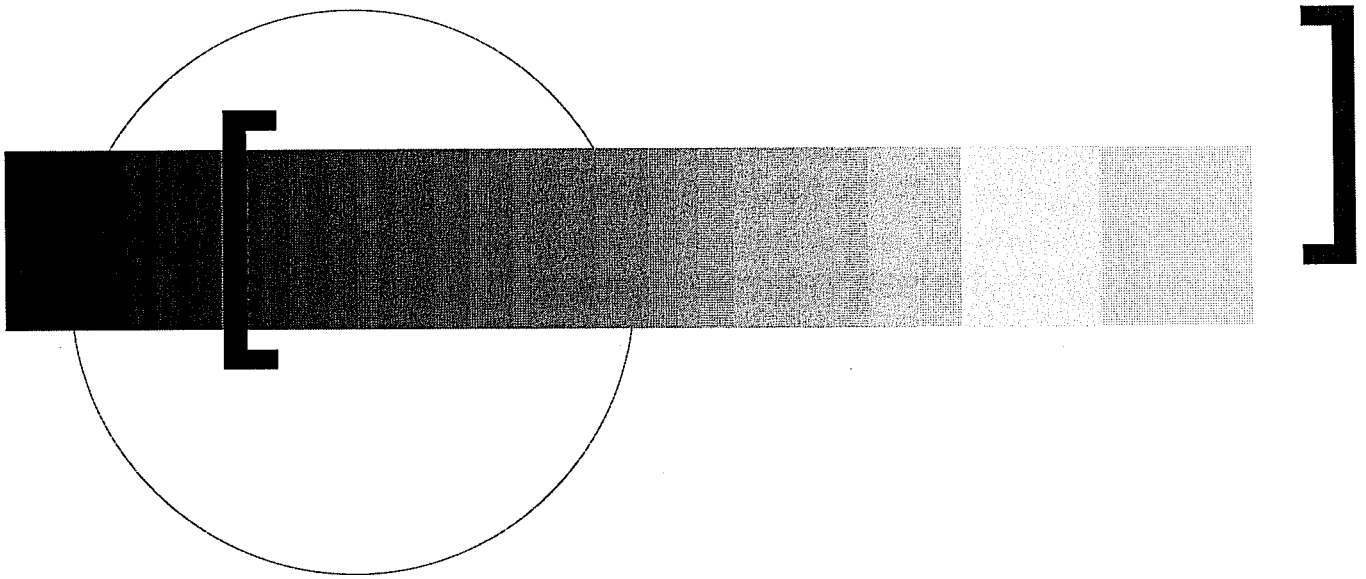
Total YTD Expenses	**$20,611,558.62**
Budget	**$18,276,207.00**
Percentage	**112.78%**

Budget Expense Comparison November, 2012



Budget Expense Comparison November, 2012





DEPARTMENT REPORTS

Fire Department

Planning Department

Police Department

Public Works

Utility Department

Special Watch **November**

	Riddle	*Shrewbury*	*Buaer*	*Fernandez*	*Duncan*	*Snell*	*Corbett*	*Carter*	*Jennings*	*Keith*	
# 02 Roper Heights	7	2	16	9	6	8	7	22	0	5	82
# 05 East 9th Street	9	5	14	5	8	3	19	22	0	55	140
# 13 Special Watch General	0	16	10	0	0	1	25	76	0	79	207
# 26 East 13th Parking Lot	0	5	17	5	1	3	14	28	0	41	114
	16	28	57	19	15	15	65	148	0	180	**543**

Traffic Details

	Riddle	*Shrewbury*	*Buaer*	*Fernandez*	*Duncan*	*Snell*	*Corbett*	*Carter*	*Jennings*	*Keith*	*Total*
#21 East 9th Street	0	3	5	10	5	12	5	3	0	2	45
#22 Roper Heights	0	1	4	11	5	1	7	2	0	1	32
#12 Housing Authority	0	1	3	11	3	0	9	0	0	1	28
1093 / 1084 other locations	0	**0**	**7**	**12**	**3**	15	4	3	0	0	44
Special Watches	***543***										
Traffic Check Points	***149***										

Vehicle Milage	Beginning	Ending	Total
09s	76352	78074	*1722*
09r	84389	84389	*85126*
08o	119010	119435	*425*
08p	116548	118043	*1495*
12V	5784	8332	*2548*
Total Miles for Patrol			**91316**

	Riddle	*Shrewbury*	*Buaer*	*Fernandez*	*Duncan*	*Snell*	*Corbett*	*Carter*	*Jennings*	*Keith*	*Totals*
Traffic Citations	0	0	0	1	0	1	0	0	3	0	5
Traffic Warnings	0	2	0	4	0	6	1	1	5	2	21
Total Traffic Stops	**0**	**3**	**0**	**5**	**0**	**7**	**1**	**13**	**8**	**2**	39
Arrest	**1**	**2**	**2**	**6**	**0**	**3**	**17**	**1**	**9**	**2**	43
Calls For Service	26	69	104	108	40	103	104	105	84	59	802
Reports	3	4	11	8	6	7	20	8	8	9	84

Fines and Fees Summary for Month Ending 11/30/2012

Citation/Receipt No	Payee	Paid Date	Remittance Date	Type	Total Receipt

Category	Amounts
BASE FINE	$1,376.00
CITY PORTION	$1,320.50
POAB	$55.50
PRF	$0.00
SRF	$0.00
SCCRF	$0.00
FINE ADD-ONS	
POPIDF-A	$105.00
POPIDF-B	$105.00
LVAP	$52.50
COURT ADMIN FEE	$270.00
DETF	$52.50
MDS TECH FEE	$135.00
	$0.00
	$0.00
	$0.00
	$0.00
CVEF	$0.00
BSITF	$0.00
CLF	$0.00
PUB-DUI	$0.00
DATE	$0.00
TRAFFIC FTA FEE	$188.00
CRIMINAL FTA FEE	$0.00
RESTITUTION	$0.00
	$0.00
	$0.00
TOTAL SPREAD	**$2,284.00**

Receipt Count	11
Receipt Count-Full Payments	11
Receipt Count-Partial Payments	0

Amount of Fine	POAB Cases	Amount
$4.01 Through $25.00	1	$3.0(
$25.01 Through $50.00	0	$0.0(
$50.01 Through $100.00	5	$25.0(
$100.01 and above	4	$27.5(
Partial Payments	0	$0.0(
Total :	10	$55.5(

Reportable DATE Amount

No. of Cases	Amount of Original Fines	Total Due
0	$0.00	$0.00

Reportable MDS Fee Amount

	Total Due	No. of Cases
Full Payments	9	$135.00
Partial Payments	0	$0.00
		$135.00

TOTAL RECEIPTS	**$2,284.00**

West Point Municipal Court
Disbursements By Fund Recap - Total
For Period: 11/1/2012 to 11/30/2012

All Other - Non GSCCCA

Peace Officer's A & B Fund Of Ga.	715.54
Miscellaneous Receipts	210.58
City of West Point	11,217.48
Admin	737.74
Late Fee	0.00
FTA Fee	77.00
West Point Jail Fund	0.00
Local Drug Assessment	241.00
Victims Assistance Program	326.34
Photo	0.00
Criminal Justice Technologies	106.80
E-Ticket Fee	340.00
Total for All Other - Non GSCCCA	**13,972.48**

GSCCCA

Peace Officers & Prosecutors Training Fund	1,195.22
GSCCCA	1,533.83
Georgia Bureau Of Investigation	82.92
Georgia Crime Victim's Emergency Fund	54.99
Brain & Spinal Injury Trust Fund	0.00
Driver Education and Training Fund	361.14
Total for GSCCCA	**3,228.10**

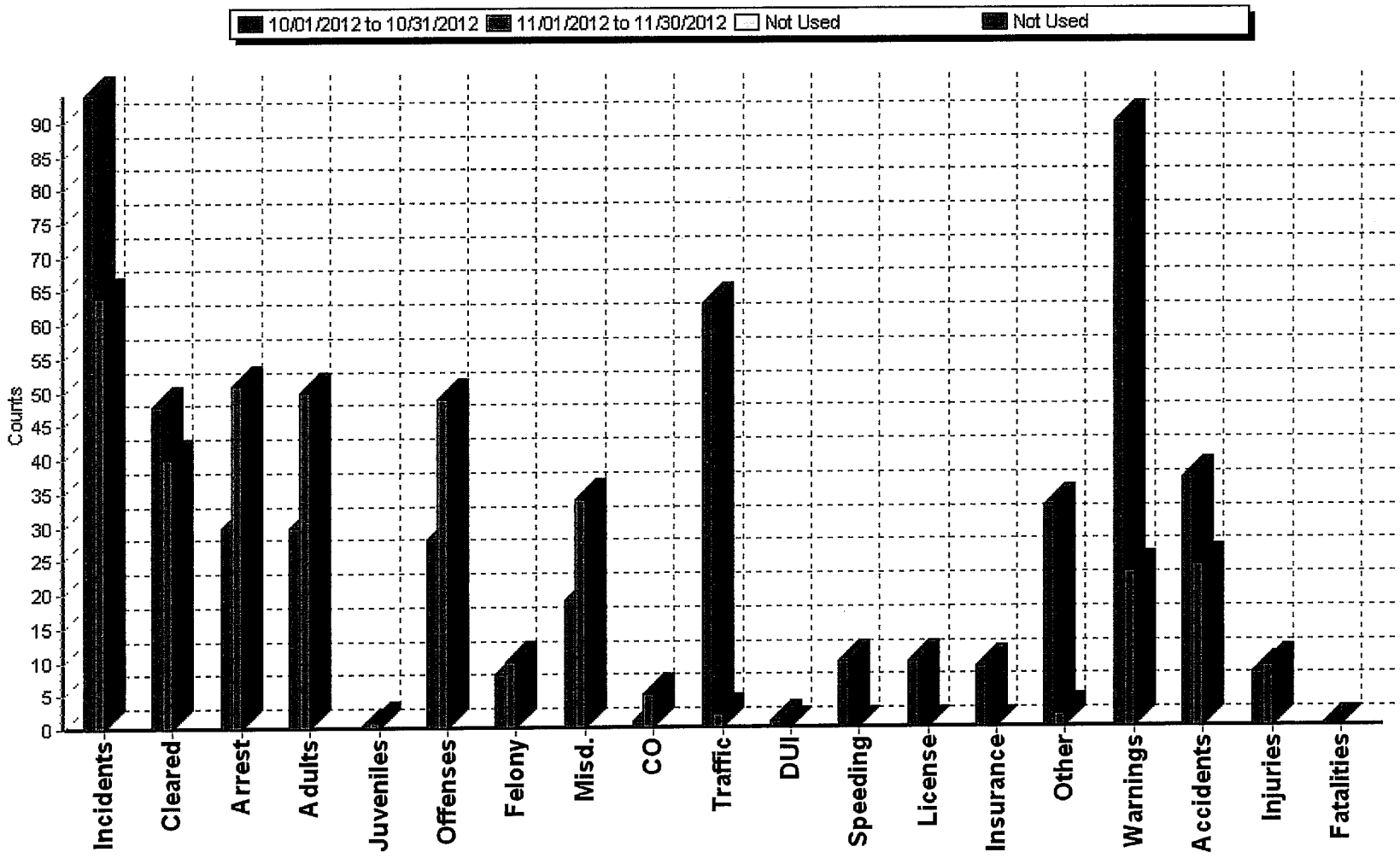
Receipts Without a Transaction Amount

There are no receipts found.

Receipts Out of Balance

There are no receipts found.

Comparative Analysis
Compare Method - 2 Month Starting on 10/01/2012



Comparative Analysis

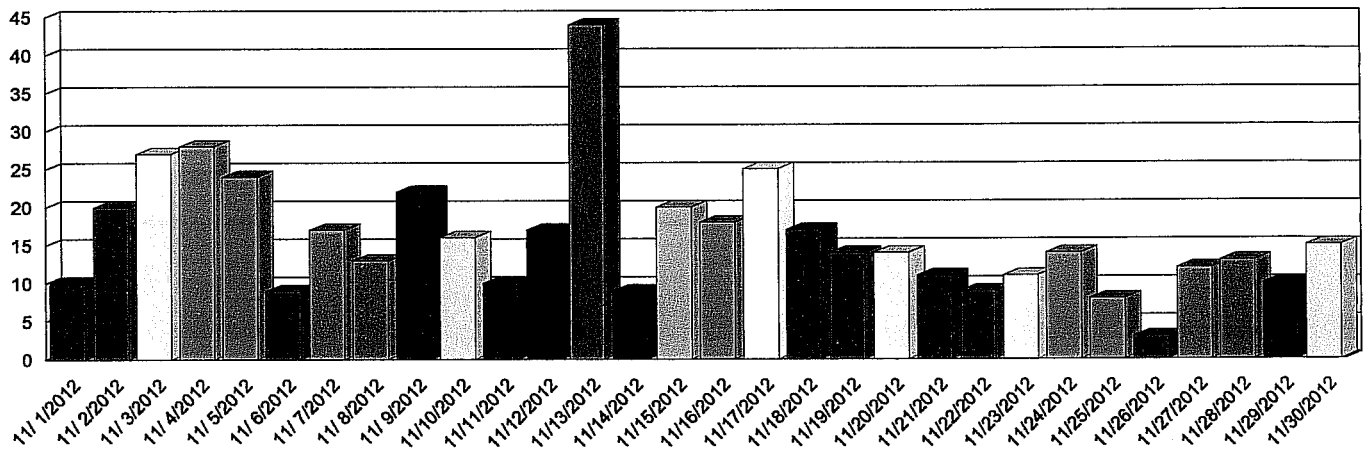
Compare Method - 2 Month Starting on 10/01/2012

	October 1 2012 October 31 2012	November 1 2012 November 30 2012
911 CENTER	196	185
N PERSON	63	66
OFFICER INITIATED	427	361
OTHER AGENCY	33	19
PHONE	147	118
Total Dispatches	866	749
Total Incidents	94	64
Total Incidents Cleared	48	40
Arrest - Adults	30	50
Arrest - Juveniles	0	1
Arrest - Totals	30	51
Arrest - Total Offenses	25	46
Arrest - Felony Offenses	8	10
02A - 21 - FORCIBLE RAPE OFFENSE	0	1
03d - 34 - ROBBERY OFFENSE - HAND, FIST, FEET, ETC.	0	2
060 - 60 - LARCENY/THEFT OFFENSE	1	3
07C - 73 - MOTOR VEHICLE THEFT OFFENSE - OTHER VEHICLE	0	1
04E - 45 - SIMPLE ASSAULT/BATTERY/TERRORISTIC THREATS/II	2	0
DAMAGE TO PROPERTY OFFENSE	0	1
WEAPONS VIOLATION OFFENSE	1	0
NARCOTIC DRUG LAWS OFFENSES	3	1
FAMILY OFFENSE	1	0
MISCELLANEOUS OFFENSES	0	1
Arrest - Misdemeanor Offenses	19	34
Arrest - City Ordinance Offenses	1	5
Traffic - Total	63	2
Traffic - DUI	1	0
Traffic - Speeding	10	0
Traffic - License	10	0
Traffic - Insurance	9	0
Traffic - Other	33	2
Traffic - Warnings	90	23
Accidents - Total	37	24
Accidents - Total Injuries	8	9
Accidents - Total Fatalities	0	0

POSITRON

Call Volume per Day

Report Period : 11/1/2012 00:00:00 **To** 11/30/2012 23:59:59
Last Data Transfer : 12/3/2012 08:15:08
Call Types : Incoming, Outgoing, Abandoned
Number of Calls : 480

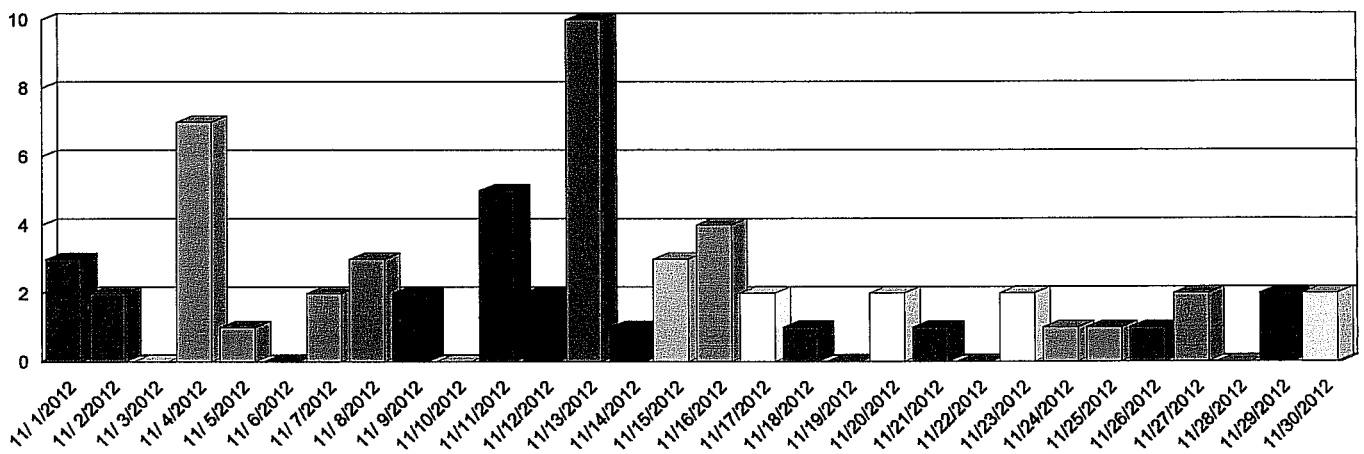


Day	Number of Calls	Percentage (%)	Cumulative (%)
11/ 1/2012	10	2.08	2.08
11/ 2/2012	20	4.17	6.25
11/ 3/2012	27	5.63	11.88
11/ 4/2012	28	5.83	17.71
11/ 5/2012	24	5.00	22.71
11/ 6/2012	9	1.88	24.58
11/ 7/2012	17	3.54	28.13
11/ 8/2012	13	2.71	30.83
11/ 9/2012	22	4.58	35.42
11/10/2012	16	3.33	38.75
11/11/2012	10	2.08	40.83
11/12/2012	17	3.54	44.38
11/13/2012	44	9.17	53.54
11/14/2012	9	1.88	55.42
11/15/2012	20	4.17	59.58
11/16/2012	18	3.75	63.33
11/17/2012	25	5.21	68.54
11/18/2012	17	3.54	72.08
11/19/2012	14	2.92	75.00
11/20/2012	14	2.92	77.92
11/21/2012	11	2.29	80.21
11/22/2012	9	1.88	82.08
11/23/2012	11	2.29	84.38
11/24/2012	14	2.92	87.29
11/25/2012	8	1.67	88.96
11/26/2012	3	0.63	89.58
11/27/2012	12	2.50	92.08
11/28/2012	13	2.71	94.79
11/29/2012	10	2.08	96.88
11/30/2012	15	3.13	100.00
	480	**100.00**	

POSITRON

Call Volume per Day

Report Period : 11/1/2012 00:00:00 **To** 11/30/2012 23:59:59
Last Data Transfer : 12/3/2012 08:15:08
Call Types : Abandoned
Number of Calls : 62

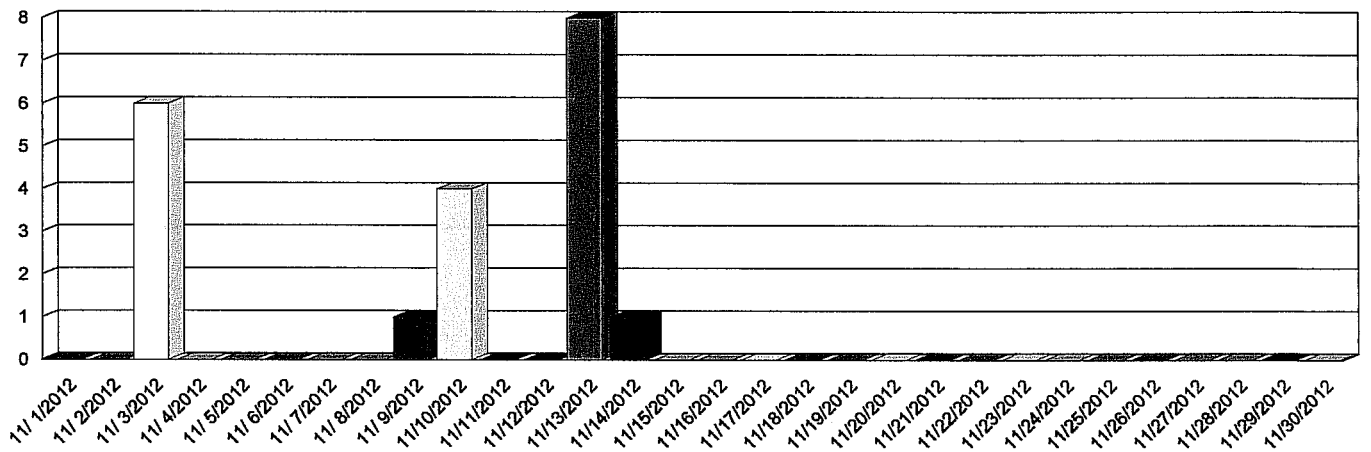


Day	Number of Calls	Percentage (%)	Cumulative (%)
11/ 1/2012	3	4.84	4.84
11/ 2/2012	2	3.23	8.06
11/ 3/2012	0	0.00	8.06
11/ 4/2012	7	11.29	19.35
11/ 5/2012	1	1.61	20.97
11/ 6/2012	0	0.00	20.97
11/ 7/2012	2	3.23	24.19
11/ 8/2012	3	4.84	29.03
11/ 9/2012	2	3.23	32.26
11/10/2012	0	0.00	32.26
11/11/2012	5	8.06	40.32
11/12/2012	2	3.23	43.55
11/13/2012	10	16.13	59.68
11/14/2012	1	1.61	61.29
11/15/2012	3	4.84	66.13
11/16/2012	4	6.45	72.58
11/17/2012	2	3.23	75.81
11/18/2012	1	1.61	77.42
11/19/2012	0	0.00	77.42
11/20/2012	2	3.23	80.65
11/21/2012	1	1.61	82.26
11/22/2012	0	0.00	82.26
11/23/2012	2	3.23	85.48
11/24/2012	1	1.61	87.10
11/25/2012	1	1.61	88.71
11/26/2012	1	1.61	90.32
11/27/2012	2	3.23	93.55
11/28/2012	0	0.00	93.55
11/29/2012	2	3.23	96.77
11/30/2012	2	3.23	100.00
	62	**100.00**	

POSITRON

Call Volume per Day

Report Period : 11/1/2012 00:00:00 **To** 11/30/2012 23:59:59
Last Data Transfer : 12/3/2012 08:15:08
Call Types : Outgoing
Number of Calls : 20



Day	Number of Calls	Percentage (%)	Cumulative (%)
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11/ 2/2012	0	0.00	0.00
11/ 3/2012	6	30.00	30.00
11/ 4/2012	0	0.00	30.00
11/ 5/2012	0	0.00	30.00
11/ 6/2012	0	0.00	30.00
11/ 7/2012	0	0.00	30.00
11/ 8/2012	0	0.00	30.00
11/ 9/2012	1	5.00	35.00
11/10/2012	4	20.00	55.00
11/11/2012	0	0.00	55.00
11/12/2012	0	0.00	55.00
11/13/2012	8	40.00	95.00
11/14/2012	1	5.00	100.00
11/15/2012	0	0.00	100.00
11/16/2012	0	0.00	100.00
11/17/2012	0	0.00	100.00
11/18/2012	0	0.00	100.00
11/19/2012	0	0.00	100.00
11/20/2012	0	0.00	100.00
11/21/2012	0	0.00	100.00
11/22/2012	0	0.00	100.00
11/23/2012	0	0.00	100.00
11/24/2012	0	0.00	100.00
11/25/2012	0	0.00	100.00
11/26/2012	0	0.00	100.00
11/27/2012	0	0.00	100.00
11/28/2012	0	0.00	100.00
11/29/2012	0	0.00	100.00
11/30/2012	0	0.00	100.00
	20	**100.00**	

Generated on : 12/ 3/2012 08:27:33

NEW BUSINESS

RESOLUTION

APPROVING THE SUBMITTAL OF
2013 CHIP GRANT REQUEST
TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

WHEREAS, the City of West Point is eligible to participate in the CHIP Program administered by the Georgia Department of Community Affairs; and

WHEREAS, the City of West Point is in need of funds to assist low-income homeowners with code related improvements; and

WHEREAS, DASH for LaGrange, Inc. will develop the required 2013 CHIP application for Housing Rehabilitation funds on behalf of the City of West Point; and

WHEREAS, the City of West Point will request CHIP funds to assist households with gross incomes below 50% of the area median income; and

WHEREAS, the City of West Point will request CHIP funds to assist households with at least one permanent resident age 62 years or older; and

WHEREAS, the City of West Point will request CHIP funds to assist households within a targeted urban redevelopment zone; and

WHEREAS, the City of West Point will provide deferred loans to a minimum of seven (7) low-income homeowners to make code related improvements to their homes, and

WHEREAS, the City of West Point will provide an application fee to the Department of Community Affairs in the amount of $250.00: and

WHEREAS, the City of West Point will provide cash match in the amount of $ 30,000.

NOW THEREFORE BE IT RESOLVED, that WHEREAS, the City of West Point hereby authorizes the development of a FY 2013 CHIP application in the amount of $ 200,000.

This _____ day of _____, 2012.

ATTEST

City of West Point

_____

Richard McCoy, City Clerk

_____

A. Drew Ferguson, Mayor

2013 CHIP
ADMINISTRATIVE SERVICE CONTRACT

STATE OF GEORGIA
CITY OF WEST POINT

THIS AGREEMENT made and entered this 10 day of December, 2012, by and between:

CITY OF WEST POINT, GEORGIA, organized and existing under the laws of the State of Georgia, hereinafter "*Applicant*";

and

DASH FOR LAGRANGE, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter "*Administrator*";

WITNESSETH:

WHEREAS, the Applicant applied for a $200,000.00 SFY 2013 Community HOME Investment Program (CHIP) grant from the Georgia Housing Finance Authority ("GHFA"); and

WHEREAS, Applicant applied for such grant to fund housing rehabilitation loans for a minimum of seven (7) units serving approximately seventeen (17) qualified low-income persons in the 10th Street Redevelopment Area of West Point; and

WHERAS, the Administrator will perform all duties required to process said loans in compliance with all related federal, state and local requirements: and

WHEREAS, the common goal of Applicant and Administrator is to improve housing conditions in West Point, Georgia.

NOW THEREFORE, the parties agree each with the other as follows:

1. Use of Funds: Applicant and Administrator acknowledge and agree that Applicant has applied for HOME funds ("Funds") and these funds are to be used only in connection with the SFY 2013 CHIP Program Description and as outlined in the written award of Funds from GHFA to the Applicant, if so awarded. Each use of Funds by the Applicant for an individual CHIP project shall be pursuant to a budget and schedule prepared for each such activity or project.
2. Accountability: Applicant acknowledges that this Agreement shall in no way relieve the Applicant from responsibilities of accountability to GHFA or the Georgia Department of Community Affairs (DCA) and recognizes that while it is acting as a conduit to pass CHIP funds through to Administrator,

Applicant will be held solely responsible for actions of the Administrator and shall under no circumstances attempt to disengage this agreement due to compliance and/or audit findings.

3. Request of Funds: Administrator may not request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. At such time, funds will be requisitioned by Administrator from the Applicant, and by the applicant from GHFA.

4. Project and Affordability Requirements: The Administrator agrees to provide Housing Rehabilitation Loans for qualified, low-income (below 50% of AMI) persons in accordance with CFR Part 92, Subpart F, including Minimum Property Standards in 92.251 and the lead based paint requirements in part 35, Subpart A, B, J, K, M, and R. The Administrator shall at no time expend any amount of HOME funds in excess of the per-unit subsidy limit per 24 CFR 92.250. The value of such homes will not exceed the single family mortgage limits under Section 203(b) of the National Housing Act. Applicant and Administrator acknowledge and agree that, if the Funds are used in connection with an activity or project that does not meet the program requirements, the Applicant will be required to repay GHFA all Funds so used.

5. Program Requirements: Applicant and Administrator must carry out each such project or activity in compliance with the Program Description and the Federal laws and regulations described in subpart H of the HOME Regulations, including DCA's responsibility for release of funds under section 92.352 and the intergovernmental review process in section 92.357.

6. Program Income: Applicant and Administrator acknowledge and agree that all program income will be paid to GHFA.

7. Uniform Administrative Requirements: During implementation of the Housing Rehabilitation Loans anticipated by this Agreement, a one-time 2% administrative fee ($4,000.00) will be assessed by the Administrator for administrative expenses as outlined in the grant application and the grant Agreement. Applicant and Administrator acknowledge their responsibility to comply with applicable Uniform Administrative Requirements as set forth in 24 CFR 92.505 and to maintain records which substantiate conformance with 24 CFR 92.207 (Eligible Administrative and Planning Costs.)

8. Project Delivery Fee: The Administrator will be compensated for the satisfactory completion of each loan at a rate of $3,000.00 per loan. This rate is consistent with the project delivery fees specified in the application for funding and approved by DCA as compliant under the SFY 2013 CHIP Program guidelines.

9. Affirmative Marketing and Other Federal Requirements: All responsibilities of the Applicant are to be undertaken by the Administrator, including but not limited to affirmative marketing responsibilities in accordance with 24 CFR Part 92.351 and the State Applicant's Manual. The Administrator acknowledges the responsibility of accountability for funds administered through the CHIP program as well as verification of compliance with the regulations applicable to such programs. At all times, the Administrator will maintain sufficient documentary verification to account for the receipt and/or disbursement of all CHIP funds. Administrator agrees to immediately provide any financial information requested by applicant to GHFA and/or DCA concerning use of CHIP funds; and the Administrator further acknowledges the responsibility to account for any misuse of funds.

10. Records and Reports: The Administrator agrees to maintain files including source documentation concerning program transactions to insure compliance with the conditions of the grant award and to facilitate day to day administration. Administrator further agrees to assist Applicant in compilation and submission of regular reports required by GHFA and/or DCA including but not limited to the Quarterly Expenditures and Progress Report. On housing projects, individual case files shall be maintained for each beneficiary. This paragraph anticipates maintenance of program and project records as required by 24 CFR 92.508.

11. Procurement: Administrator agrees that services purchased will be pursuant to written contract conforming to applicable state and federal contracting requirements. These contract agreements must specify exact pricing, levels of quality, timeframe and consequences for failure to deliver goods and services as specified. Further, Administrator must include the provisions of 24 CFR Part 92.504(c)(2)(x) in all contracts and agreements it enters into with eligible borrowers.

12. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of GHFA, DCA, the applicant, the administrator or any administrative agency which is receiving and/or administering CHIP funds (to include anyone who exercises or has exercised any functions or responsibilities with respect to activities assisted with CHIP funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities) may obtain a financial interest or benefit from a CHIP assisted activity, or have any interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

13. Conditions: All loan documents entered into by Administrator pursuant to this Agreement shall contain language acceptable to the attorney of applicant, and shall further provide that in the event of failure or dissolution of

administrator, administrator shall assign to applicant any HOME funds on hand at the time and any accounts receivable attributed to the use of HOME funds.

14. Environmental Review: Administrator shall carry out each activity undertaken hereunder in compliance with all federal laws and regulations as described in 24 CFR Section 92.350 through 92.358, except that the administrator does not assume the Applicant's responsibilities for environmental review under 24 CFR Section 92.352. Neither shall the intergovernmental review process described in 24 CFR Section 92.357 apply to Administrator.

15. Enforcement and Remedies: Applicant and Administrator understand and agree that the affordability requirements applicable to each project or activity for which Funds are used must be enforceable. Unless GHFA and/or DCA otherwise agree, they shall be imposed and enforceable by restrictive covenants that run with the land contained in a security deed, which deed shall be recorded in the real estate records of the County in which such project or activity is located. The form and substance of such covenants are subject to GHFA's and/or DCA's approval. If there is a breach of the HOME requirements by the Applicant or Administrator, GHFA and/or DCA may demand the return of Funds in question, and, if there is a material breach of the HOME requirements by the Applicant or Administrator, GHFA and/or DCA may terminate or suspend the Applicant or Administrator from participation in CHIP.

16. Term and Contingencies: The Agreement will be in effect on the date first written above and continue until the completion of the project and satisfactory expenditure of SFY 2013 CHIP funds. Project completion must occur on or before April 15, 2015, unless otherwise extended in writing as agreed upon by both parties.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the date and year first above-written.

CITY OF WEST POINT, GA (SEAL)

By: _____
Drew Ferguson IV, Mayor

Attest: _____
Richard McCoy, City Clerk

DASH FOR LAGRANGE, INC. (SEAL)

By: _____
Cathy Smith, Executive Director

Attest: _____
Tom Alvis, Controller

Signed, sealed, and delivered
In the presence of:

_____
Unofficial Witness

_____
Notary Public

WEST POINT DEVELOPMENT AUTHORITY

November 16, 2012

Mayor Drew Ferguson
City of West Point
P. O. Box 487
West Point, GA 31833

Dear Mayor Ferguson:

The West Point Development Authority requests that the West Point City Council consider the re-appointment of a five year term for Mr. Lionel Johnson as a board member of the West Point Development Authority at your meeting of December 10, 2012.

Should you have any questions or need any additional information, please do not hesitate to contact me at 706-773-4494.

Thank you for your cooperation.

Sincerely,

Craig Berlin
Chairman

LEWIS, TAYLOR & TODD, P.C.
ATTORNEYS AT LAW
SUITE 3
205 NORTH LEWIS STREET
POST OFFICE DRAWER 1027
LAGRANGE, GEORGIA 30241

JOHN M. TAYLOR
JEFFREY M. TODD
BRYAN G. FORSYTH

JAMES R. LEWIS
(1928-1996)
GEORGE E. SIMS, JR.
(1917-1967)
FAX (706) 882-4905
TELEPHONE (706) 882-2501

December 4, 2012

VIA EMAIL

Mr. Ed Moon, City Manager
CITY OF WEST POINT
P.O. Box 487
West Point, Georgia 31833-0487
emoon@cityofwestpointga.com

RE: Troup County Parks & Recreation Commission Lease

Dear Ed:

Pursuant to your email dated December 3, 2012, attached please find a draft Lease Agreement for your review and consideration. Technically, if West Point is to allow Troup to use the structure along the conditions you outlined, the law would consider this to be a lease regardless of what we called it. For this reason I used a conventional lease form that I have developed over the years for somewhat similar circumstances.

Of course, I look forward to hearing from you as to any issues you might wish to discuss. Please pay particular attention to Paragraph 7, which requires your input as to the amount of liability insurance required. Also, within Paragraph 4 Lessee is required to paint the structure, but I did not include a date by which such must occur. Let me know if you would like to include that direction.

I look forward to hearing from you.

With best regards, I am

Very truly yours,

LEWIS, TAYLOR & TODD, P.C.

Jeffrey M. Todd

JT/atb
Attachment

DRAFT
Dec. 4, 12

LEASE AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2012, by and between **CITY OF WEST POINT, GEORGIA**, a municipal corporation of Troup County, Georgia, hereinafter referred to as "Lessor," and **TROUP COUNTY, GEORGIA**, a body corporate and politic, hereinafter referred to as "Lessee."

WHEREAS, pursuant to the respective authorities of the City of West Point and Troup County, Georgia, to provide recreation services, the parties have agreed that Troup County, by and through Troup County Parks & Recreation Commission, shall be allowed to occupy and use for recreation purposes that building owned by West Point and located at 602 Second Avenue, West Point, Georgia;

WHEREAS, the parties desire to set forth in writing the terms under which Troup County will occupy said structure, and moreover to describe the responsibilities and obligations of each party with regard to the lease of such property;

WHEREAS, the parties are competent to enter this lease agreement (hereafter "Agreement") pursuant to their respective charters, the general laws of the State of Georgia and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, in exchange for the mutual covenants and conditions contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1.

Lessor does hereby rent and lease to Lessee and Lessee does hereby rent and lease from Lessor for the consideration, upon the terms and conditions and for the purposes hereinafter set forth, that structure located at 602 Second Avenue in West Point, Georgia, in addition to the real property upon which such structure is situated.

2.

This Lease shall commence on the _____ day of _____, 2012, and shall extend for a period of one (1) year thereafter. However, this lease will automatically renew (on a year-to-year basis) under the same terms and conditions as are established herein unless either party

shall give the other written notice of its intent not to renew no later than ninety (90) days prior to the expiration of any term. Moreover, the parties agree that this lease may be terminated by either Lessee or Lessor, with or without cause, upon ninety (90) days written notice.

3.

The Premises shall be used by Lessee to provide recreation services and for no other purposes unless such use shall be agreed to by Lessor in writing.

4.

Recognizing the mutual benefits resulting from the lease arrangement as described herein, Lessor does hereby waive the payment of any monetary consideration as rental for the term of this lease, or any extension thereof, so long as Lessee shall offer and provide recreation services from and occupy the Premises. As in-kind consideration, Lessee agrees to have the exterior of the structure painted with a color selected by Lessor.

5.

Lessor rents the Premises to Lessee "As Is" and Lessee rents and leases the Premises from Lessor "As Is." Lessee shall have the right to make such improvements to the Premises as it may deem necessary, subject to approval of the plans for same by Lessor, provided that any such improvements shall be at Lessee's sole expense.

6.

It shall be the obligation of Lessee to repair and maintain all portions of the Premises and to return the Premises to Lessor upon termination of this lease, for whatever reason, in the same condition as now exists, ordinary wear, tear, fire or other casualty only accepted.

7.

Lessee shall maintain adequate insurance on contents of Lessee and in addition thereto will carry and maintain at all times during the term of this Lease general liability insurance coverage in an amount not less than $_____. Furthermore, and as a part of the consideration for this lease, Lessee does hereby covenant and agree to and with Lessor to indemnify and to save and hold Lessor harmless of and from any loss, claim, damage or other expense which may arise or which

may occur to or be sustained by Lessor as a result of the use and possession of the Premises by Lessee, with the exception of loss due to casualty to the structure, which shall be the responsibility of Lessor.

8.

Lessor will furnish electric, water and sewer utilities to the Premises, with Lessee responsible for any other utilities or services provided to the Premises.

9.

Upon termination of this lease pursuant to the provisions hereof, for any reason whatsoever, all improvements to the structure on the Premises shall be and become property of Lessor and shall remain in the Leased Premises unless written consent for the removal thereof shall have been given prior to any such removal by Lessor to Lessee.

10.

This Agreement contains the entire agreement of the parties and shall not be altered or amended except in writing duly executed by the parties.

IN WITNESS WHEREOF, Lessor and Lessee, acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed, in duplicate counterparts, each of which shall be considered an original, on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

LESSOR:
CITY OF WEST POINT, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
City Clerk

Signed, sealed and delivered this _____
day of _____, 2012,
in the presence of:

_____
Unofficial Witness

_____
Notary Public

LESSEE:
TROUP COUNTY, GEORGIA (SEAL)

BY: _____
Chairman

ATTEST: _____
Clerk

Signed, sealed and delivered this _____
day of _____, 2012,
in the presence of:

_____
Unofficial Witness

_____
Notary Public

LEWIS, TAYLOR & TODD, P.C.
ATTORNEYS AT LAW
SUITE 3
205 NORTH LEWIS STREET
POST OFFICE DRAWER 1027
LAGRANGE, GEORGIA 30241

JOHN M. TAYLOR
JEFFREY M. TODD
BRYAN G. FORSYTH

JAMES R. LEWIS
(1928-1996)
GEORGE E. SIMS, JR.
(1917-1967)
FAX (706) 882-4905
TELEPHONE (706) 882-2501

October 3, 2012

VIA EMAIL

Chief Jeffery Cato
City of West Point Police Department
P.O. Box 487
West Point, Georgia 31833-0478
JCato@CityOfWestPointGA.com

RE: Jail Construction and Staffing Act

Dear Chief Cato:

Via email dated September 26, 2012, you requested that I review information provided to you by the Municipal Clerk's Association with regard to jail fees, more specifically the parameters of the Jail Construction and Staffing Act. As we have discussed on the telephone, the Act generally provides for additional penalties for the violation of traffic laws and/or local government ordinances which are then forwarded to the County to be expended exclusively for jail operations.

In summary, if a municipality such as West Point meets the statutory preconditions, the Court may impose an additional penalty equal to ten percent (10%) of the original fine or original amount of bail or bond to be posted. Logically, it is this additional penalty which is ultimately passed along to the County.

In order to take advantage of this Act and impose the additional penalty, West Point must enter into an intergovernmental contract for use of the county jail or detention facility by municipal prisoners. Should West Point enter such a contract and pass a resolution calling for imposition of the additional ten percent (10%) penalty, it will have acted in compliance with the Jail Construction and Staffing Act and can begin assessing the penalty.

Finally, as we discussed, a city may only activate this additional penalty under the Jail Construction and Staffing Act once it has entered such an intergovernmental contract with the county, and thus the resolution should only be adopted once the contract(s) have been approved, although this could certainly be accomplished at the same meeting.

LEWIS, TAYLOR & TODD, P.C.
ATTORNEYS AT LAW

Enclosed herewith is a proposed Resolution for your review and comment. I look forward to hearing from you should this leave you with any questions.

With best regards, I am

Very truly yours,

LEWIS, TAYLOR & TODD, P.C.

Jeffrey M. Todd

JT/atb
Enclosure
cc: Ed Moon

RESOLUTION AUTHORIZING ADDITIONAL PENALTIES UNDER THE JAIL CONSTRUCTION AND STAFFING ACT

WHEREAS, O.C.G.A. § 15-21-90, et seq., known as the "Jail Construction and Staffing Act," authorizes municipalities to impose and collect, under certain circumstances, an additional penalty in the amount of ten percent (10%) of a fine, which funds, upon being collected, shall be paid over to the governing authority of the county with which a municipality has contracted for jail services;

WHEREAS, the City of West Point, Georgia, desires to establish such penalty, and has further contracted with Troup County and/or Harris County for the detention of municipal prisoners;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of West Point, Georgia, and it is so ordained by the authority thereof, that the ten percent (10%) additional penalty, as referenced in O.C.G.A. § 15-21-93, is hereby imposed.

BE IT FURTHER ORDAINED that, pursuant to said statute, the Municipal Court of West Point shall hereafter impose a fine, which shall be construed to include costs, for any offense against a criminal or traffic law of this state or any ordinance of the City of West Point, in a sum equal to ten percent (10%) of the original fine. Moreover, at the time of posting bail or bond in any case involving a violation of a criminal or traffic law of this state or ordinance of the City of West Point, an additional sum equal to ten percent (10%) of the original amount of bail or bond shall be posted. Upon collection of the additional ten percent (10%) penalty, or upon forfeiture of said bail or bond, said ten percent (10%) penalty shall be paid over by the Clerk of the Municipal Court of West Point to the governing authority of the respective county with which West Point has contracted, with said funds to be deposited into a special account to be known as the "County Jail Fund."

SO ORDAINED this ____ day of _____, 2012.

CITY OF WEST POINT, GEORGIA (*SEAL*)

BY: _____
Mayor

ATTEST: _____
Clerk

LEWIS, TAYLOR & TODD, P.C.
ATTORNEYS AT LAW
SUITE 3
205 NORTH LEWIS STREET
POST OFFICE DRAWER 1027
LAGRANGE, GEORGIA 30241

JOHN M. TAYLOR
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BRYAN G. FORSYTH

JAMES R. LEWIS
(1928-1996)
GEORGE E. SIMS, JR.
(1917-1967)
FAX (706) 882-4905
TELEPHONE (706) 882-2501

November 30, 2012

VIA EMAIL

Mr. Ed Moon, City Manager
CITY OF WEST POINT
P.O. Box 487
West Point, Georgia 31833-0487
emoon@cityofwestpointga.com

RE: Prosecuting Attorney Statute

Dear Ed:

As you correctly pointed out, the General Assembly passed a statute in the most recent session which requires cities to formalize their appointment of the office of prosecuting attorney. As I mentioned in an earlier email I am at a loss as to why this bill was thought needed, as practical matter, as it would seem to me that cities authorized to have a municipal court would certainly have the implied power to hire an individual to act as solicitor. Regardless, West Point should adopt a brief ordinance establishing the office and how it is filled.

Enclosed is a draft ordinance for your review. As the city attorney might be required to prosecute the occasional code violation or unsafe building case, I would recommend that I be appointed as an assistant prosecuting attorney, and you will see I have also attempted to clarify the city attorney's role within the draft ordinance.

Once the ordinance is adopted and the prosecutor(s) appointed, both the ordinance and proof of the appointments are required to be forwarded to the Prosecuting Attorneys Council electronically.

I look forward to hearing from you should this leave you with any questions.

With best regards, I am

Very truly yours,

LEWIS, TAYLOR & TODD, P.C.

Jeffrey M. Todd

JT/atb
Enclosure

12-____

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WEST POINT TO AMEND THE CODE OF THE CITY; TO AMEND THE MUNICIPAL COURT CHAPTER IN ORDER TO DESIGNATE AND RATIFY THE OFFICE OF PROSECUTING ATTORNEY OF THE MUNICIPAL COURT; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF WEST POINT, AS FOLLOWS:

SECTION 1:

That the Code of Ordinances of the City of West Point be amended by creating within the Municipal Court chapter a new Section 10-21 to read as follows:

> **"Sec. 10-21. Prosecuting attorney.**
>
> The city council may appoint a prosecuting attorney of the municipal court who shall have the duties and authorities as outlined in Georgia law to represent the city in municipal court. Such individual shall be a member in good standing of the State Bar of Georgia and admitted to practice before the appellate courts of this state. The prosecuting attorney shall serve on a part-time basis, and will be otherwise allowed to engage in the private practice of law. The part-time prosecuting attorney shall serve at the pleasure of the city council, and the city council shall also be authorized to appoint such substitute prosecuting attorneys as may be in the best interests of the city. Nothing herein shall prohibit the city attorney from prosecuting ordinance violations in municipal court or otherwise representing the interests of the city in municipal court or appeals therefrom."

SECTION 2:

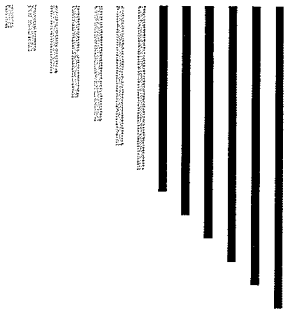
All ordinances in conflict with this ordinance are hereby repealed.

SECTION 3:

This ordinance, after adoption by the Council and upon approval by the Mayor, shall become effective immediately.

READ AND ADOPTED this _____ day of _____, 2012.

BY: _____
Mayor



INFORMATION

The Housing Authority of the City of West Point, Georgia

Regular Meeting

Thursday, November 15, 2012

4:00 P.M.

AGENDA

		Page
1.	Invocation	
2.	Introduction of Guests	
3.	Consider Approval of Minutes for Tele-Conference Board Meeting of October 1, 2012 (Attached behind Agenda)	
4.	Consider Approval of Staff Reports:	
	▪ Finance	1 – 3
	▪ Occupancy.....	4
5.	Consider A Resolution Adopting the Trespassing Policy and Procedures.....	5 - 11
6.	Consider A Resolution Authorizing The Charging Off Of Resident Account Balances	12
7.	Executive Director's Report	
8.	Any and All Other Matters That May Be Brought Before the Board.	

Respectfully submitted,

J. Len Williams
Secretary-Treasurer

JLW: JLW

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT
TELE-CONFERENCE BOARD MEETING
OCTOBER 1, 2012

The Commissioners of the Housing Authority of the City of West Point, Georgia, met via tele-conference for a Regular Board Meeting at the Conference Room in Columbus, Georgia on the 1st day of October 2012, as allowed by and in compliance with By-laws of the Authority.

Chairman Ralph Davidson called the meeting to order at 9:30 a.m. and on roll call the following Commissioners answered present:

Wiky Gladden
Lionel Johnson

The following Commissioner(s) were absent:

Burt Winston
Nekos Davis

OTHERS PRESENT

Len Williams, Fred Hunt, Lisa Walters

INVOCATION

Chairman Ralph Davidson delivered the invocation

INTRODUCTION OF GUESTS

None

APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF MAY 17, 2012

There was no correction to the minutes. Motion was made by Commissioner Lionel Johnson and seconded by Commissioner Wiky Gladden. The board unanimously approved the minutes.

APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING OF SEPTEMBER 4, 2012

There was no correction to the minutes. Motion was made by Commissioner Lionel Johnson and seconded by Commissioner Wiky Gladden. The board unanimously approved the minutes.

APPROVAL OF STAFF REPORTS

Following discussion and on motion by Commissioner Lionel Johnson and seconded by Commissioner Wiky Gladden, the board unanimously accepted the finance and occupancy report.

Commissioner Lionel Johnson requested to see a complete breakdown on the ROSS Grant since he did not see an improvement.

CONSIDER A RESOLUTION AUTHORIZING THE CHARGE OFF OF RESIDENT ACCOUNT BALANCES

The Following Resolution was introduced and duly considered:

RESOLUTION NO: 1006-62

(The original of this Resolution is filed in the Resolution Binder)

Following discussion and on motion by Commissioner Wiky Gladden, seconded by Commissioner Lionel Johnson, the board unanimously agreed to charge off residents account balances in the amount of $4,886.92.

CONSIDER A RESOLUTION APPROVING A REVISION #1 OF THE 2012 CAPITAL FUND PROGRAM (CFP) CAPITAL FUND FORMULA GRANT

The Following Resolution was introduced and duly considered:

RESOLUTION NO: 1006-63

(The original of this Resolution is filed in the Resolution Binder)

Following discussion and on motion by Commissioner Wiky Gladden, seconded by Commissioner Lionel Johnson, the board unanimously approved the revision of the CFP.

ANY AND ALL OTHER MATTERS THAT MAY BE BROUGHT BEFORE THE BOARD

Following discussion and on motion by Commissioner Lionel Johnson, seconded by Commissioner Wiky Gladden the board unanimously approved to go ahead with application for the Security Grant

With no further discussion the meeting was adjourned at 10:15 a.m.

_____

Ralph Davidson, Chairperson

_____

J. Len Williams, Secretary-Treasurer

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
BALANCE SHEET
OCTOBER 31, 2012

Assets

Cash		$ 2,154
Tenant Accounts Receivable (Net)		10,893
Investments		1,080,000
Prepaid Expenses and Other Assets		24,340
Land, Structures & Equipment	$ 11,334,688	
Less: Accumulated Depreciation	(8,250,163)	
		3,084,525
Total Assets		**$ 4,201,912**

Liabilities

Tenant Security Deposits	$ 38,345	
Accounts Payable - Vendor	7,430	
Accounts Payable - HACG	83,287	
Accrued Compensated Absences	49,854	
Other Liabilities	8,021	
Total Liabilities		**$ 186,937**

Surplus

HUD-PHA Contributed Assets	$ 3,084,525	
Operating Reserve	930,450	
Total Surplus		**$ 4,014,975**
Total Liabilities and Surplus		**$ 4,201,912**

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
INCOME STATEMENT
As of
OCTOBER 31, 2012

	YEAR-TO-DATE			
REVENUES	**Actual**	**Budget**	**Favorable/ (Unfavorable) Variance**	**ANNUAL BUDGET**
Rental Income	$ 222,482	$ 206,543	$ 15,939	$ 619,630
Other Income	$ 9,891	$ 7,933	$ 1,958	$ 23,800
HUD Subsidy	$ 348,841	$ 358,172	$ (9,331)	$ 1,074,515
CFP Operating Transfer	$ -	$ -	$ -	$ -
Total Revenues	**$ 581,214**	**$ 572,648**	**$ 8,566**	**$ 1,717,945**
EXPENSES				
Administrative	$ 47,618	$ 45,072	$ (2,546)	$ 135,215
Property Mgmt and Accounting Fee	$ 54,062	$ 61,893	$ 7,831	$ 185,680
Resident Service	$ 4,647	$ 2,910	$ (1,737)	$ 8,730
Utilities	$ 151,846	$ 201,882	$ 50,036	$ 605,645
Ordinary Maintenance	$ 138,207	$ 127,965	$ (10,242)	$ 383,895
General Expenses	$ 66,367	$ 56,953	$ (9,414)	$ 170,859
Extra-Ordinary Maintenance	$ -	$ 66,667	$ 66,667	$ 200,000
Capital Expenditures	$ -	$ 6,933	$ 6,933	$ 20,800
Total Expenses	**$ 462,747**	**$ 570,275**	**$ 107,528**	**$ 1,710,824**
Net Income/ (Deficit) from Operations	**$ 118,467**	**$ 2,374**	**$ 116,093**	**$ 7,121**

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
Grant Funding
OCTOBER 31, 2012

Grant Funding	Program End Dates	Approved Budget	Total Obligated	Actual Expenditures	Remaining to Obligate	Remaining to Disburse
CFP - FY'09 (978)	9/14/11 Obligate 9/14/13 Disburse	356,495	326,554	326,554	29,941	29,941
CFP - FY'10 (982)	7/14/12 Obligate 7/14/14 Disburse	353,887	353,887	327,412	-	26,475
CFP - FY'11 (987)	8/3/13 Obligate 8/2/15 Disburse	302,176	302,176	74,109	-	228,067
CFP - FY'12 (989)	3/12/14 Obligate 3/12/16 Disburse	269,087	-	-	269,087	269,087
ROSS - FY'09 (979)	6/13/10 Effective 6/13/13 Disburse	174,000	119,658	119,658	54,342	54,342
ROSS - FY'12	8/31/12 Effective 8/31/15 Disburse	191,565	-	-	191,565	191,565
Total Grants		**$ 1,647,210**	**$ 1,102,275**	**$ 847,733**	**$ 544,935**	**$ 799,477**

CFP = Capital Fund Program (Modernization)
ROSS = Resident Opportunity for Self-Sufficiency

MR. J. LEN WILLIAMS, CHIEF EXECUTIVE OFFICER
THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GEORGIA
WEST POINT, GEORGIA

DEAR MR. WILLIAMS:

I SUBMIT THE FOLLOWING "REPORT ON WEST POINT" FOR THE PERIOD ENDING 10--31-2012:

	TOTAL NO. OF UNITS	UNITS VACANT 10-31-12	MOVED OUT DURING OCTOBER	MOVED IN DURING OCTOBER	UNITS VACANT 10-31-12
PINE RIDGE APTS.	42	0	5	2	3
GRANT APTS.	8	0	0	0	0
O. J. COOK APTS.	110	0	4	2	2*
O. J. COOK APTS.	55	2	0	1	1*
HIGGINS CIRCLE	8	0	0	0	0
TOTAL	223	2	9	5	6

PUBLIC HOUSING

NO. OF ELIGIBLE APPLICATIONS AS OF 9-30-12 140

NO. OF APPLICATIONS TAKEN AS OF 10-31-12 10

NO. OF APPLICATIONS SUSPENDED OR WITHDRAWN AS OF 10-31-12 7

NO. OF MOVE-INS AS OF 10-31-12 5

NO. OF ELIGIBLE APPLICATIONS ON HAND AS OF 10-31-12 138

APPLICATIONS ON HAND

1BR	2BR	3BR	4BR	5BR		
68	53	12	5	0	=	138

* 5 units in abatement

** 1 Unit damaged by Fire

RESPECTFULLY SUBMITTED,

RESOLUTION NO. _____

**A RESOLUTION ADOPTING
THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GEORGIA'S
TRESPASSING POLICY AND PROCEDURES**

WHEREAS, the Commissioners of the Housing Authority of the City of West Point, Georgia have reviewed the attached Trespassing Policy and Procedures, and

WHEREAS, as authorized by, The Department of Housing and Urban Development, this authority desires the board to adopt the Trespassing Policy and Procedures for The Housing Authority of the City of West Point, Georgia.

NOW, THEREFORE BE IT RESOLVED, by the Commissioners of the Housing Authority of City of West Point, Georgia that:

The Trespassing Policy and Procedures is hereby approved.

Ralph Davidson

J. Len Williams, CPM

FACT SHEET

The Housing Authority of the City of West Point, Georgia (WPHA)

Trespassing Policy and Procedures

Attached are the trespassing policy and procedures for the Housing Authority of the City of West Point, Georgia. The proposed policy and procedures have been reviewed by counsel to insure it meets the guidelines set fourth within Georgia State Law.

The adoption of this policy will provide the needed structure to justly / fairly address the problem of barring the unwanted non-residents from our property. This should serve a tremendous relief for our residents.

After the Board approves the policy, the new procedure will be transmitted to the West Point Police Department for implementation.

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GEORGIA

Trespassing Policy and Procedures

Purpose: To provide a methodology for placing individuals on The Housing Authority Of The City Of West Point, Georgia's Trespasser List and to provide for an appeals process for individuals who wish to have their name removed from this list.

Who Uses: The Housing Authority Of The City Of West Point, Georgia (WPHA) and the West Point Police Department (WPPD)

Policy: The Housing Authority Of The City Of West Point, Georgia has a cooperative agreement with The West Point Police Department, by which the West Point Officers have authority from WPHA to act on it's behalf (as authorized by the WPHA Board of Commissioners) to notify individuals that are not WPHA residents not to trespass on it's property; if these individuals have been determined to pose a threat to the health, safety, and general welfare of the residents that WPHA serves. Individuals so notified are advised that they may be subject to arrest for trespassing if they do not adhere to the notice not to trespass. The following criteria are established to ensure a uniform approach to violations arising from a trespasser notice. The actions of the WPHA and WPPD will be done without breach of the peace.

The process for notifying individuals not to return to The Housing Authority Of The City Of West Point, Georgia property:

1. Any person who is reasonably suspected of committing a criminal act on the premises of WPHA which constitute a threat to the health, safety, or general welfare of the residents of WPHA communities are identified by the WPPD and WPHA staff, principally WPHA Property Managers. Such individuals are issued a written notice not to trespass on WPHA property in the future.

2. In the instances in which a no trespassing notice is issued to non-residents, the West Point Police Officers serve those notices on behalf of The Housing Authority Of The City Of West Point, Georgia. The non-resident notices must be given in writing by the West Point Police Officers along with required documentation of notification.

3. In the instances in which a no trespassing notice is issued to former residents who have been evicted, The Housing Authority Of The City Of West Point, Georgia and the West Point Police Officers work jointly to

serve a formal written notice. Where possible, the WPPD will assist WPHA Managers in serving such notice on these former residents.

The no trespassing notice served on these former residents will primarily be because of their participation in any criminal activity that threatens the health, safety, or right to peaceful enjoyment on WPHA's public housing premises by other residents or employees of WPHA, or because of their involvement in any drug-related criminal activity on or near such premises.

4. All WPHA representatives who have authority to serve no trespassing notices must advise all individuals so served that they have the right to appeal such notice: Individuals should be advised to contact the **Property Manager at 1201 E. 12th Street West Point, GA. 31833 to give notice of such appeal.**

5. After an individual has been advised by a WPPD Officer not to trespass on WPHA property, that officer will document the name, race, sex, date of birth, date, time and reason why an individual was told not to enter WPHA property. The WPPD Officer will document this information on a WPHA incident card. This incident card will also be coded with the appropriate codes. WPPD Officers will forward within 48 hours a copy of the documenting WPHA incident card to the appropriate WPHA Property Manager (cards referencing adults only). The WPHA Property Manager will forward the WPHA incident reports along with any comments on each to the Chief Operating Officer. The Chief Operating Officer will review the incident cards and the comments with the Property Managers management staff. In the event the Chief Operating Officer feels, after review of the incident report, that an individual needs to have his/her name removed from the trespasser list the Chief Operating Officer will follow the trespass appeals committee review process as outlined in this procedure. This notification is only a temporary trespass list until it is ratified by the Board of Commissioners.

6. Bi-monthly WPHA Management will submit to the WPHA Board names and circumstances of each person being banned to review and ratify before the action becomes final.

7. After ratification by the WPHA Board at the bi-monthly Board Meetings, the WPPD will be notified. WPPD will then direct a designated WPPD Police Officer to add these names to the trespass list. After adding the names, a copy of the list will be forwarded to the Property Manager who will forward the information to the Chief Operating Officer. It will be the responsibility of the WPHA Property Manager to update the Trespassing book to be kept at the management office and to distribute copies of the new list to staff. The WPHA Property Manager will be responsible for notifying any family members or friends of the individual being placed on

a misdemeanor drug offense will have their next review set for 1 (one) year from the date of that offense. A person who receives 3 (three) years probation for a felony charge will have their next review date set for the month/year that their probation term expires.

Appeals Process

General Info: Both WPHA and WPPD recognize that circumstances may change for individuals that could warrant the person being able to return to WPHA property. WPHA and WPPD encourage individual rehabilitative efforts that could result in individuals proving themselves worthy of having their name removed from the Trespasser List.

The process for being removed from the Trespasser List:

1. Individuals who wish to be considered for removal from the Trespasser List may do so by filing an application with the **WPHA at 1201 E. 12th Street West Point GA. 31833.** This process is applicable for any person who is on the Trespasser List regardless of the length of time the person has been on the list. In doing so, applicants must provide a criminal history records check with their application. If applicable, a report from Probation or Parole Officer must also be submitted.

2. **A panel consisting of :**

   - The WPHA Board Chair or his designee
   - A WPPD Representative
   - WPHA Property Manager
   - Housing Authority, Chief Operating Officer
   - WPHA Resident or City Resident (To be appointed by WPHA Board Chair)

3. This panel will meet to review all such applications once each quarter. The panel will review applications on a case by case basis. It shall be within the authority of the panel to interview applicants in person if so desired. For those individuals who have been arrested and convicted of a crime, after they have completed their probationary, parole, or community service periods and have had clear records for the following listed periods, they may be considered by the panel for removal from the Trespasser List.

4. The panel will render a written decision on all applications as needed and forward that decision to each applicant. A central file will be maintained by WPHA's Property manager. The decision of the panel is final. If an application results in an individual name being approved for removal from the Trespasser List, it shall be the responsibility of the WPPD and the

WPHA Property Manager to ensure that the individual's name is removed from this list.

5. To reiterate the importance, all notices to individuals not to trespass must be given in writing. A copy of this notice will be kept with WPPD and a copy with WPHA.

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE CHARGE-OFF OF RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR THE AUTHORITY'S PUBLIC HOUSING DEVELOPMENTS FOR THE MONTHS ENDED SEPTEMBER 30 AND OCTOBER 31, 2012

WHEREAS, detailed statements of various resident account balances are of record in the Authority's files;

WHEREAS, the circumstances of the balances due to the Authority have been fully considered, and there is no reasonable prospect of collection without unwarranted expense;

BE IT THEREFORE RESOLVED that the necessary entries are authorized to clear the books and records for vacated resident account balances as follows:

DEVELOPMENT NAME	RENT	RETRO	MAINT	OTHER	TOTAL	COUNT
PINE RIDGE APARTMENTS - 741	647.00	0.00	4.74	939.36	$ 1,591.10	2
GRANT APARTMENTS - 742	0.00	0.00	0.00	0.00	$ -	0
O.J. COOK APARTMENTS - 743	492.68	0.00	-97.58	793.74	$ 1,188.84	3
O.J. COOK APARTMENTS - 744	0.00	0.00	0.00	0.00	$ -	0
HIGGINS CIRCLE - 747	0.00	0.00	0.00	0.00	$ -	0
TOTAL CHARGED TO COLLECTION LOSS	$ 1,139.68	$ -	$ (92.84)	$ 1,733.10	$ 2,779.94	5

West Point Development Authority

Agenda

November 8, 2012

1. Invocation
2. Minutes
3. Financial Report
4. Project Managers Report
5. Old Business
6. New Business
7. Adjournment

WEST POINT DEVELOPMENT AUTHORITY
October 16, 2012

Members Present: Craig Berlin, Lionel Johnson, Griggs Zachry, and Wiky Gladden. Also present were Executive Director David Lyons, City Manager Ed Moon, Joe Hill, WPDA Counsel Drexel Meadors, Attorneys Ed Sprouse and Ben Brooks. Josh Moon was absent.

Meeting was called to order by Craig Berlin and invocation given by David Lyons.

Motion was made by Lionel Johnson and seconded by Wiky Gladden to approve the minutes of the September 13, 2012 meeting. Vote to approve was unanimous.

Wiky Gladden made a motion to accept the financial report for August as presented. Motion was seconded by Griggs Zachry. Vote to approve was unanimous.

Executive Director David Lyons reported on his activity. (Report Attached)

Motion was made by Griggs Zachry and seconded by Lionel Johnson to authorize the adoption of a Bond Resolution for Glovis America. Vote to approve was unanimous. The Bond Resolution as adopted is shown on the attached supporting documents.

Executive Director David Lyons made a request for $2,000 to be included with the group from Troup County for a study of our area and provide a recruitment plan for potential businesses. Motion to that effect was made by Griggs Zachry and seconded by Lionel Johnson. Vote to approve was unanimous.

Motion was made by Griggs Zachry and seconded by Griggs Zachry to hire Craig Lesser at a fee of $15,000 to serve as a consultant for the WPDA and liason to KIA for Bond Issue negotiations. Vote to approve was unanimous.

Motion was made by Griggs Zachry and seconded by Lionel Johnson to revise the existing WPDA Adminstrative Fee Structure and Policies for Industrial Development Revenue Bonds. The fees will remain the same as present fee structure for principal amounts up to $500 million. Any amount in excess of $500 million will be negotiable within reason.

There being no further business, the meeting was adjourned.

_____

J. Griggs Zachry, III
Secretary

WEST POINT DEVELOPMENT AUTHORITY
Income Statement with Budgets and Variances
1 Month Period Ending
October 31, 2012 and Year to Date

venues:		Current Period Actual	Current Period Budget	Current Period Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
velopment Authority (9/30/12 Balance)		243,797.37						
rgovernmental		30,000.00			120,000.00	120,000.00	0.00	**120,000.00**
se Income		0.00						
rest Income		2.53			137.82			
er	*	5,000.00						
al Revenues		278,799.90						
erating Expenses		Actual	Budget	Variance	Actual	Budget	Variance	**Budget**
lvertising		0.00	108.33	108.33	930.00	1,300.00	370.00	**1,300.00**
ll Phone		50.93	50.00	-0.93	517.82	600.00	82.18	**600.00**
mmunity Development		248.92	2,058.33	1,809.41	6,609.54	24,700.00	18,090.46	**24,700.00**
mputer and Website Maintenance		175.00	250.00	75.00	2,200.00	3,000.00	800.00	**3,000.00**
mputer Expenses		0.00	83.33	83.33	1,943.77	1,000.00	-943.77	**1,000.00**
ntract Labor		0.00	250.00	250.00	0.00	3,000.00	3,000.00	**3,000.00**
ucation		895.00	166.67	-728.33	895.00	2,000.00	1,105.00	**2,000.00**
A		219.67	341.67	122.00	2,334.42	4,100.00	1,765.58	**4,100.00**
alth Insurance		140.77	208.33	67.56	1,483.49	2,500.00	1,016.51	**2,500.00**
urance		0.00	375.00	375.00	3,689.00	4,500.00	811.00	**4,500.00**
gal and Closing		593.65	833.33	239.68	3,343.45	10,000.00	6,656.55	**10,000.00**
rketing		0.00	833.33	833.33	900.00	10,000.00	9,100.00	**10,000.00**
scellaneous		0.00	83.33	83.33	4,512.44	1,000.00	-3,512.44	**1,000.00**
ice Expenses		432.67	208.33	-224.34	2,643.85	2,500.00	-143.85	**2,500.00**
stage		0.00	16.67	16.67	114.40	200.00	85.60	**200.00**
fessional Dues/Subscriptions		11.95	333.33	321.38	3,892.50	4,000.00	107.50	**4,000.00**
aries		4,286.83	4,583.33	296.50	40,928.41	55,000.00	14,071.59	**55,000.00**
vel		0.00	250.00	250.00	1,961.55	3,000.00	1,038.45	**3,000.00**
Operating Expenses		7,055.39	11,033.33	3,977.94	78,899.64	132,400.00	53,500.36	**132,400.00**
aining Balance		271,744.51						

Funds Contributed by Downtown West Point Development Authority for David Lyons to be disbursed monthly $416.67

WEST POINT HISTORIC PRESERVATION COMMISSION MEETING MINUTES
November 7, 2012

The meeting was called to order by Chairman Larry Duncan. Attending were Jane Fuller, Debra Robertson, and Bob Hicks. Malinda Powers was absent.

After a quick overview of Old Business, Chairman Duncan stated it would be will be addressed later in the meeting after New Business in order to allow those presenting COA's to return to work if needed.

NEW BUSINESS:

1- Election of Offices

Bob Hicks made a motion that election of new officers be delayed until a commissioner replacing Malinda Powers is appointed. Robertson seconded and the motion was unanimously passed.

2- Two COA's were presented by New Horizon Community Theatre. The first (A) is a request for demolition and the second (B) is a request for approval of plans for the proposed site improvement.

Section 6.1.2 Demolition of Historic Resources of West Point Design Guidelines states that all demolition applications must present plans for the use of the site after demolition. No demolition applications will be reviewed without being able to review the proposed site improvements at the same time. These plans will be reviewed by the Historic Preservation Commission using guidelines for New Construction of residential (3.0) or commercial (4.0) buildings.

Bill Nixon, New Horizon Community Theatre, Edmond Glover and Joel Finley, Batson-Cook Construction were present.

Nixon, Glover and Finley were present at the October HPC meeting to discuss plans to expand and renovate New Horizon Community Theatre to include the adjoining Tailor's Thimble building. These changes would double the theatre's seating capacity yet increase the footprint by only 50%. The second story addition to the TT building would house a loft area above the stage to allow for plays such as Peter Pan, lighting, sound system and storage. This would transform NHCT from a mere performance stage to a state-of-the-art theatre that could accommodate not only their own productions but also Point University and even traveling productions thereby increasing the economic viability of downtown West Point.

A. COA was presented by NHCT requesting demolition of the Tailor's Thimble building, 408 West 8th Street.

Included with request was a letter from Batson-Cook structural engineer Edmond Glover noting the current deteriorated condition of the TT building, his evaluation of its structural unsoundness, and the inadequacy of the shallow foundation, and the capability of said building to be rehabilitated to accommodate a second story design plan. (See attached.)

Also presented was a letter from architect Phillip C. Johnson who is working with NHCT to remodel and enlarge their existing facility. His evaluation concluded that much of the Tailor's

Thimble building is in very poor condition and would be prohibitively expensive to rehabilitate. (See attached.)

As stated at the October meeting it is the desire of the Historic Preservation Commission to work with businesses in helping them to comply with the WP Design Guidelines by which we are governed, but at the same time to allow for progress and growth in the downtown historic district.

After exhaustive discussion, examination of the documents submitted and review of WP Design Guidelines it is the opinion of the commission that an exception for progress for the city of West Point should be allowed in the demolition of Tailor's Thimble building.

City Manager, Ed Moon, was present and said the city of West Point has no voice in the demolition request.

A motion made by Debra Robertson to allow the demolition of the Tailor's Thimble building as an exception for progress of the city of West Point. Motion was seconded by Bob Hicks and unanimously passed.

B. COA was presented by New Horizon Community Theatre for approval of the proposed new building (in-fill) at the Tailor's Thimble site.

The theatre would like to build a two-story brick structure with a shallow concrete footing, slab on grade, structural steel, composite decking membrane roof, light gauge metal framing, brick veneer, and storefront windows. The theatre is expanding and the new construction would allow for more space and the revision of the theatre's floor plan. Elevation of new construction would be above the flood plain. (See attached) The new in-fill building would incorporate a majority of the aspects of the guidelines concerning materials, setback, and compatibility with the surrounding buildings.

In accordance with WP Design Guideline, Demolition of Historic Resources 6.1.2, proposed site improvement will be reviewed in accordance with 4.13 New Commercial Construction.

During the extensive discussion, review of submitted plans and reference to design guidelines, Robertson asked if the commission would allow energy efficient windows as proposed in plans presented, sighting that design guidelines state "new construction should make use of single pane double hung windows".

Duncan stated the commission could vote to allow a variant to the windows since we are in the process of making revision to the existing design guidelines' windows and doors section of commercial buildings, to allow for progress in the downtown historic district.

Motion was made by Jane Fuller to approve the COA as presented with variant on windows for new construction. Robertson seconded and motion was unanimously approved.

OLD BUSINESS:

1- Westside Historic District signage

Robertson stated that there has been a $100.00 increase in shipping fees for the two entry way signs since estimate was given last April, bringing total funds now needed for purchase to $3,285. In response to the letters sent by HPC to businesses located within the district asking for donations,

the signage fund increased from $835.00 to $1,065.00. Contribution of $1,500 from HPC budget plus $500.00 from the city of West Point brings total donations to $3,065.00. Fund needs an additional $221.00.

Fuller and Robertson will make calls to the businesses that have not made a donation.

Motion was made by Fuller to place an order of purchase of the two entry way signs that will be installed to identify WSHD. Duncan seconded and the motion was passed unanimously.

Commissioner Debra Robertson volunteered to place order for purchase of entry way signs.

Additional fund raising by WSHD will still be needed to cover purchase cost of $1,000.00 for the fifteen historic district sign toppers that will be installed along the perimeter of WSHD.

2- Robertson stated that she would send thank you notes to businesses that sent donations in response to the letter that HPC sent.

3- It is respectfully requested that the city of West Point recognize Malinda Powers for her service on the HPC.

4- Diane Davidson requested that the HPC pay for lunches for approximately ten people attending a Georgia Preservation Commission meeting to be held in West Point on Friday. Davidson stated that she represented West Point HPC at the state level. The meeting is a planning session for HPC training that is offered to our commission by State.

Davidson stated that she had spoken to city manager Ed Moon and he had referred her to HPC.

Duncan agreed to discuss the request with the City Manager after the meeting.

5- Duncan stated that he had not contacted yet Erin Murphy to get the CD she made for the ESHD.

With no more business to be discussed, the meeting was adjourned.

Minutes prepared and submitted by:

Debra Robertson, Secretary
West Point Historic Preservation Commission

Philip C. Johnson,
ARCHITECT
323 East Glenn Avenue
Auburn , Alabama 36830
334-444-8434
phil@integratedspace.us

Mr. Larry Duncan
West Point Historic Preservation Committee
730 1st Ave.
West Point, Georgia 31833

October 27, 2012

Ref: New Horizon Community Theatre

Dear Mr. Duncan

I am the architect that is working with New Horizon Community Theatre to remodel and expand their existing facility located at the corner of 8th street and 4th ave. in down town West Point. On behalf of NHCT, I would like to respectfully request that they be allowed to remove the existing Tailors Thimble building immediately east of their building and replace it with a new 2 story structure that better serves their expanding program needs.

Much of the existing Tailors Thimble building is in very poor condition and would be prohibitively expensive to rehabilitate. In addition it is a one story structure that could not be added onto vertically as would be needed to accommodate their current space needs.

I have been the architect for numerous adaptive reuse projects in or refurbishment projects to existing historic buildings in downtown Columbus, Ga. I have also been the architect for several new projects built in established historic districts located in Columbus so I truly appreciate the value of our historic structures and neighborhoods. We plan on replacing the Tailors Thimble building with a new structure that compliments the historic fabric of down town West Point and that will also reinforce the preservation efforts going on in the city. Attached is a rendering of what we have planned as the replacement facility. Both myself and NCHT hope that this will be acceptable to your committee.

Should you need to contact me for any reason please feel free to do so either by e-mail or phone.

Sincerely,

Philip C. Johnson

cc. Bill Nixon
Joel Finley

City of West Point, Georgia

Application for Certificate of Appropriateness

DESIGNATED PROPERTY:

Street address: 409 West 8th Street, West Point, GA 31833

Name and address of Applicant New Horizon Community Theatre

411 West 8th Street

Phone: Work 706-643-7529 Home _____

Fax: _____ e-mail: BillNixon@charter.net

Relationship of Applicant to Property: Owner X Lessee _____

Architect: Integrated Space

Address: 323 East Glenn Avenue Phone 334-444-8434

Auburn, AL 36830

Contractor: Batson-Cook Company

Address: 801 - 4th Avenue Phone 706-643-2539

West Point, GA 31833

TYPE OF BUILDING

X Commercial

_____ Single Family Residence

_____ Duplex

_____ Multi-family Residence

_____ Garage

_____ Other

PROPOSED WORK

_____ Alteration to existing structure

_____ Addition to existing structure

_____ Repair

X New Construction

_____ Sign/Advertising

_____ Demolition

_____ Fence/Wall

_____ Landscaping

_____ Parking

_____ Other (explain)

Give a general description of each modification or improvement. Be as specific as possible and give complete details. If possible, attach architect's plans, drawings, photos, etc. to illustrate your proposed project:

The theatre would like to build a two-story brick structure. The new facility will have a reception area, bathrooms, ticketing, costume storage, an office and storage.

The structure will have shallow concrete footings, slab on grade, structural steel, composite decking, membrane roof, light gauge metal framing, brick veneer, and storefront windows.

Why is the work needed? The theatre is expanding. The space is needed for the revised floor plan.

What materials will be used? Concrete masonry and other non- combustible materials.

How will the work be performed, and what methods of application will be used? Specialty subcontractors

Will the finished appearance of the building be different from the existing appearance? If not, explain. See rendering provided.

When is the work to begin? February 2013

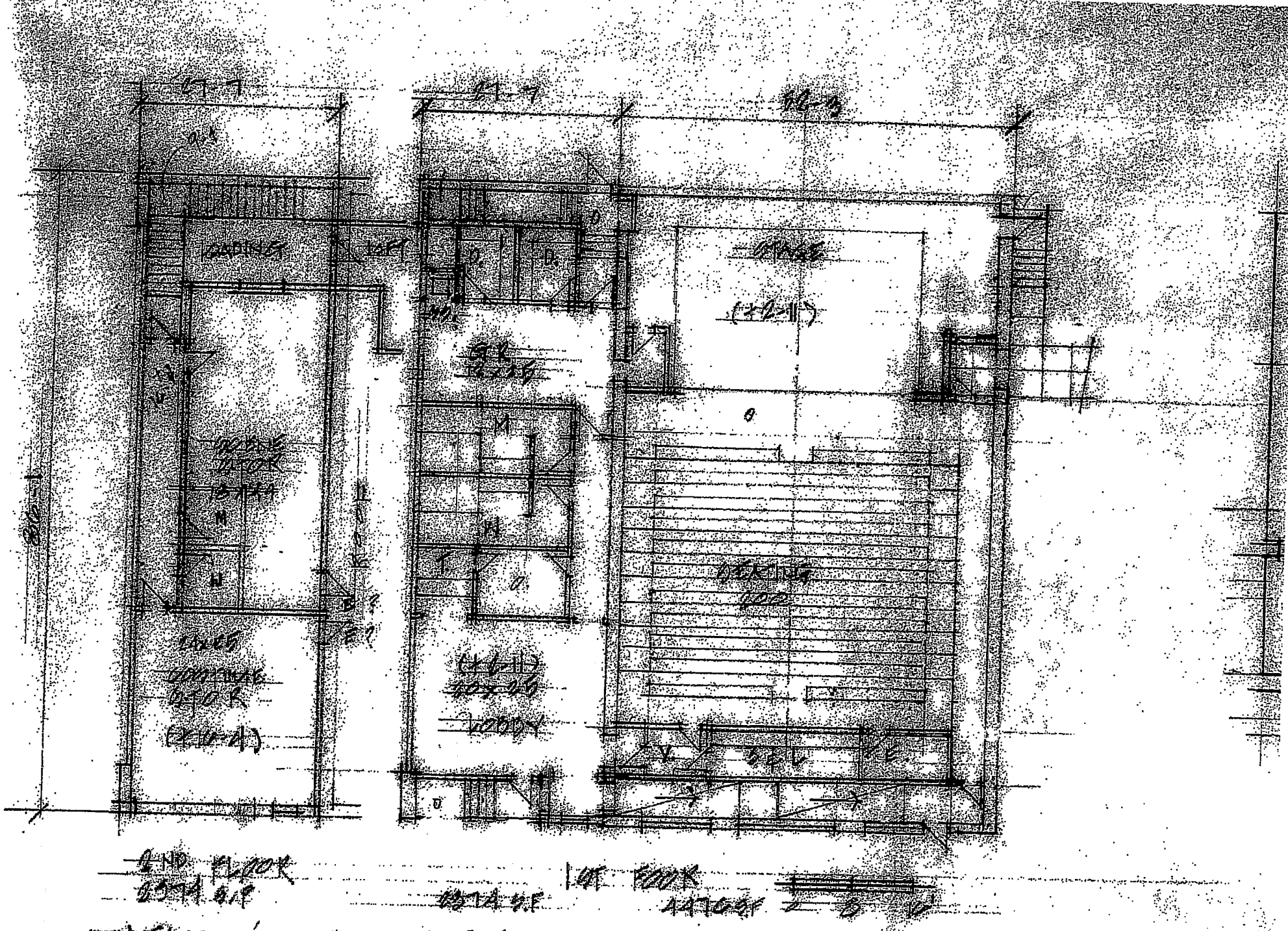
What is the anticipated completion date? July 2013

Name of Property Owner: New Horizon Community Theatre

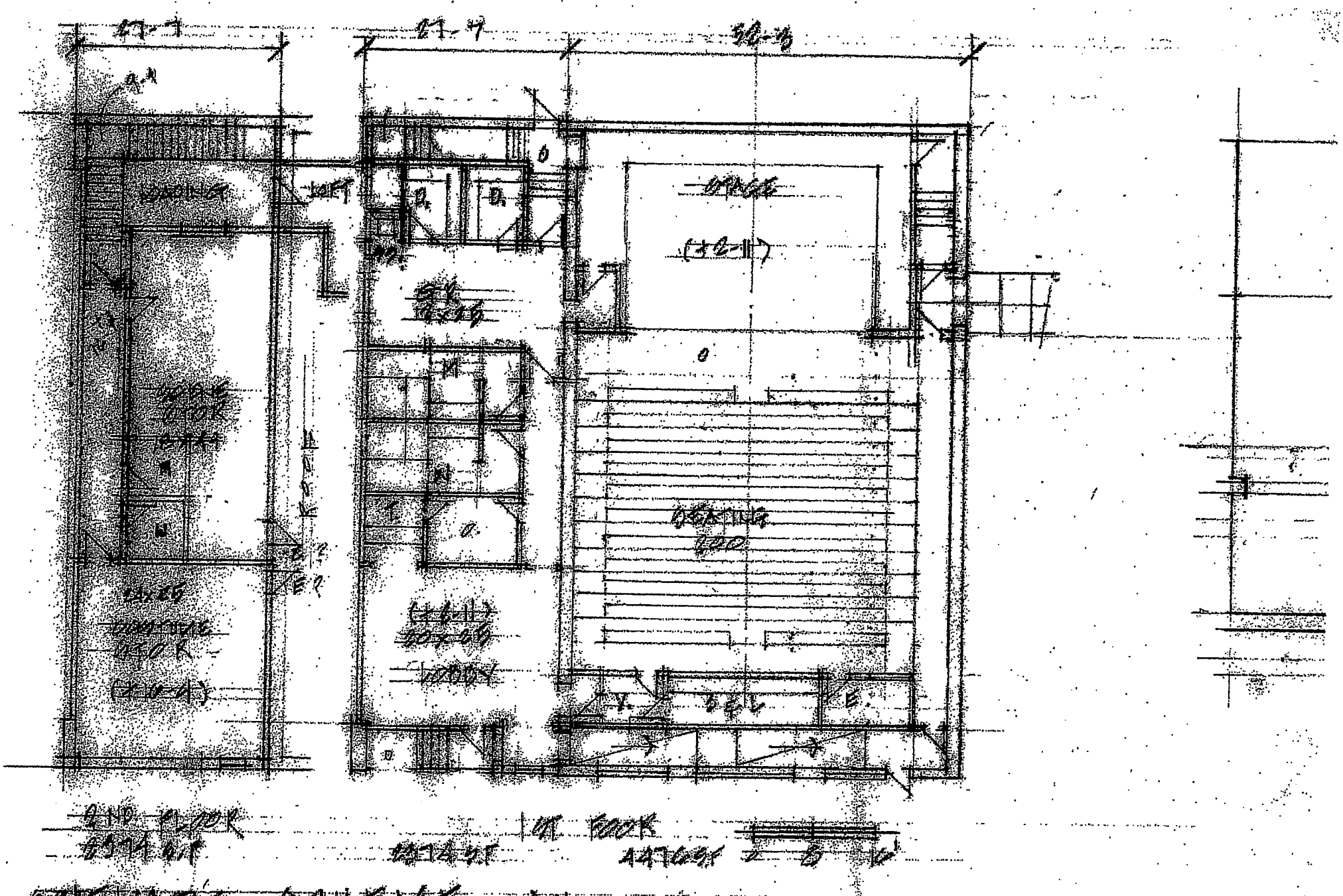
Signature of property owner: _____
(if different from applicant)

Signature of applicant: _____

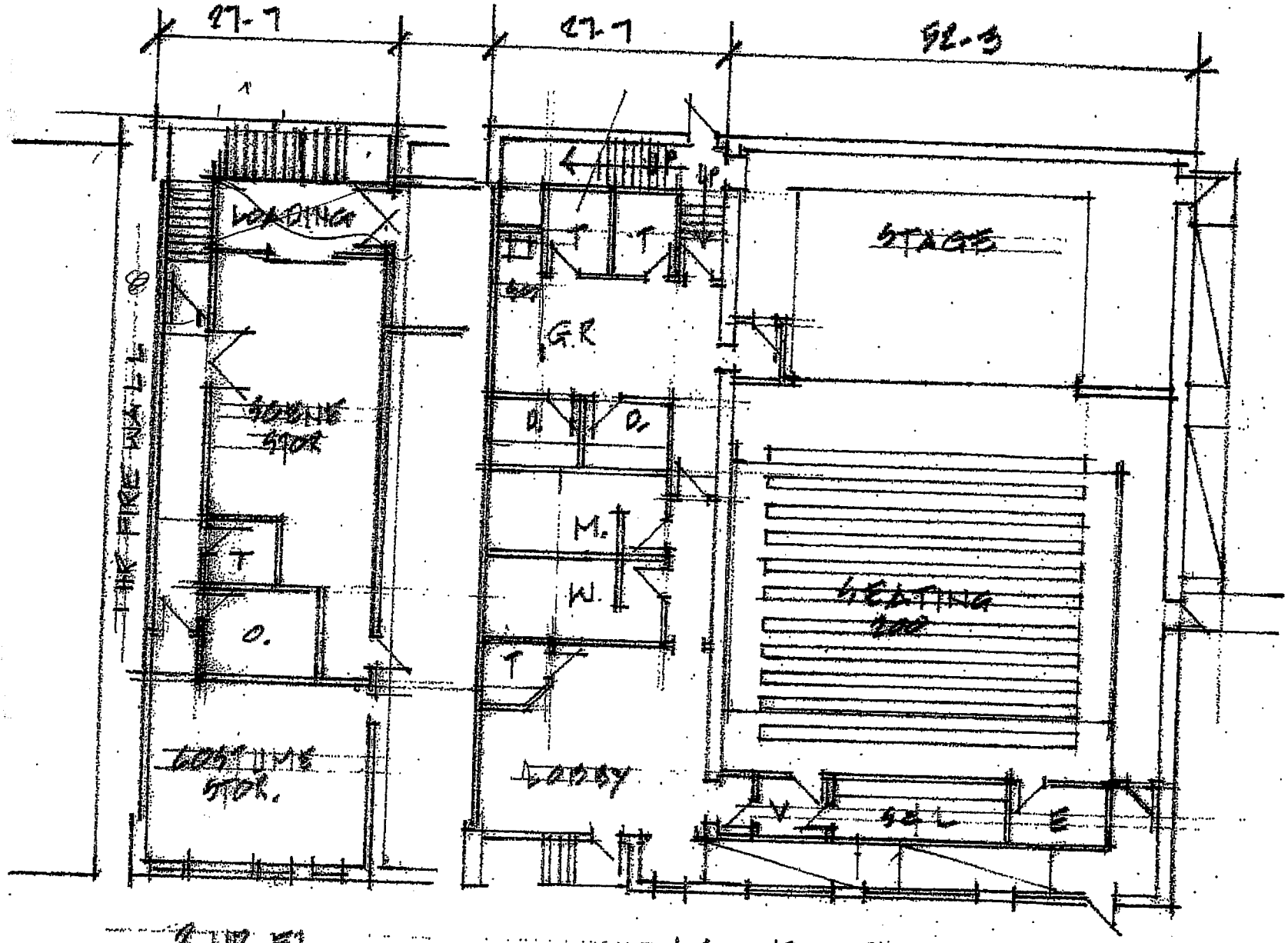
Date: 11/1/12 **Date received by City Hall:** 11/1/12



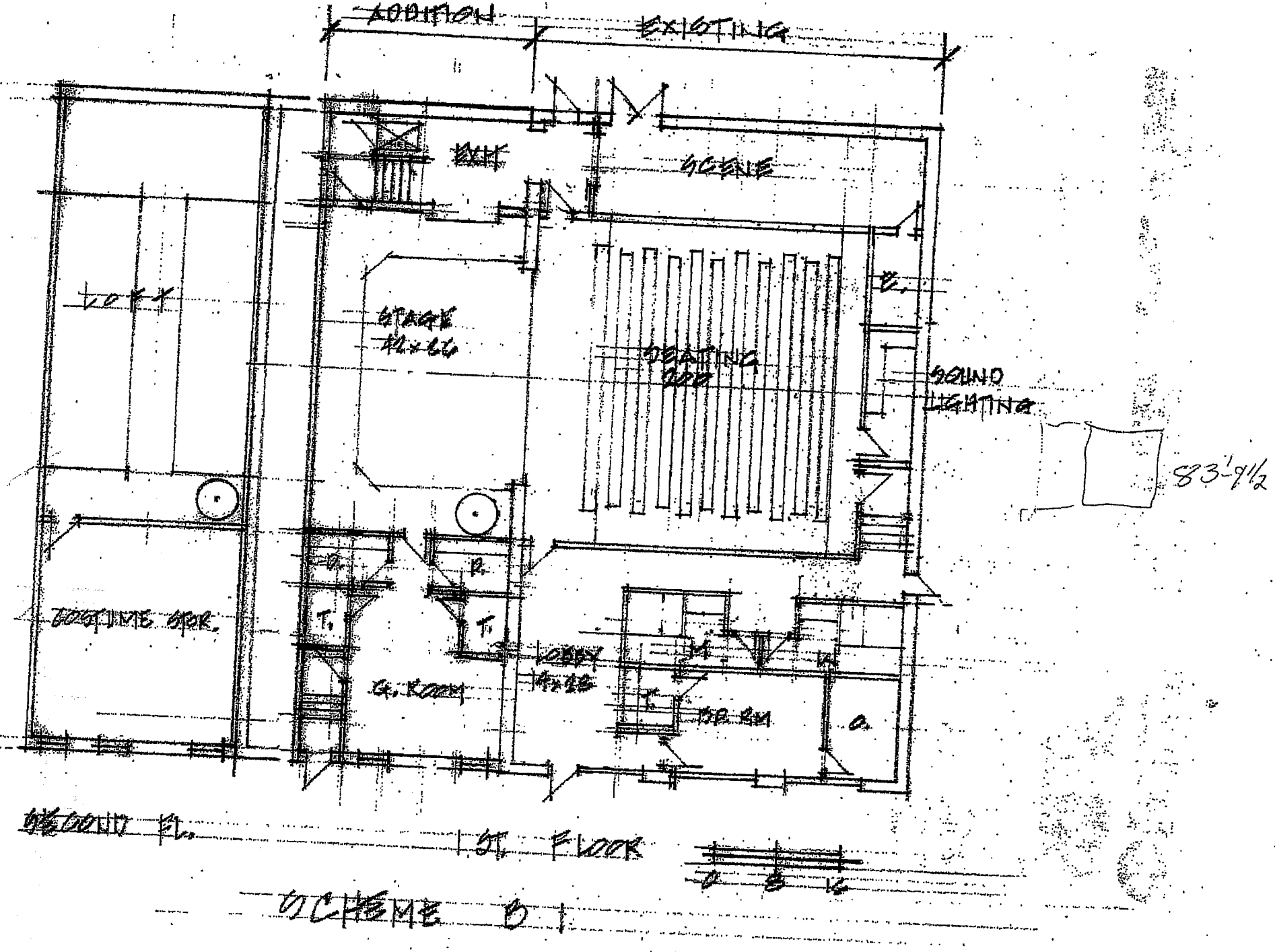
SCHEMATIC SCHEME A1



SCHEMATIC SCHEME A1a



SCHEMATIC SCHEME A-2


ADDITION
EXISTING
EXIT
SCENE
LOFT
STAGE
42 x 22
SEATING
600
SOUND
LIGHTING
83'-9½
COSTUME SHOP
G. ROOM
LOBBY
42 x 22
BR. RM
BASEMENT FL.
1ST FLOOR
SCHEME B

Philip C. Johnson,
ARCHITECT
323 East Glenn Avenue
Auburn , Alabama 36830
334-444-8434
phil@integratedspace.us

Mr. Larry Duncan
West Point Historic Preservation Committee
730 1st Ave.
West Point, Georgia 31833

October 27, 2012

Ref: New Horizon Community Theatre

Dear Mr. Duncan

I am the architect that is working with New Horizon Community Theatre to remodel and expand their existing facility located at the corner of 8th street and 4th ave. in down town West Point. On behalf of NHCT, I would like to respectfully request that they be allowed to remove the existing Tailors Thimble building immediately east of their building and replace it with a new 2 story structure that better serves their expanding program needs.

Much of the existing Tailors Thimble building is in very poor condition and would be prohibitively expensive to rehabilitate. In addition it is a one story structure that could not be added onto vertically as would be needed to accommodate their current space needs.

I have been the architect for numerous adaptive reuse projects in or refurbishment projects to existing historic buildings in downtown Columbus, Ga. I have also been the architect for several new projects built in established historic districts located in Columbus so I truly appreciate the value of our historic structures and neighborhoods. We plan on replacing the Tailors Thimble building with a new structure that compliments the historic fabric of down town West Point and that will also reinforce the preservation efforts going on in the city. Attached is a rendering of what we have planned as the replacement facility. Both myself and NCHT hope that this will be acceptable to your committee.

Should you need to contact me for any reason please feel free to do so either by e-mail or phone.

Sincerely,

Philip C. Johnson

cc. Bill Nixon
Joel Finley

BATSON-COOK
COMPANY

GENERAL CONTRACTING • CONSTRUCTION MANAGEMENT • DESIGN-BUILD

October 4, 2012

Mr. Larry Duncan
West Point Historical Preservation Committee
730 1st Avenue
West Point, GA 31833

Reference: Tailor's Thimble
West Point, GA

Mr. Duncan,

Please accept this letter as evidence to the current condition of the Tailor's Thimble and possible demolition of this facility.

The original construction included shallow foundations and a masonry foundation wall to support a single story structure. The structure is wood framed walls and roof members with brick veneer. The front façade had metal lath and stucco added after its original construction.

The building had an addition on the rear of the building which is constructed of shallow foundations, 8" CMU walls and a single slope wood framed roof. This portion of the building has degraded over the years and needs to be demolished.

The new facility is a two story structure with a fly tower and stage, dressing rooms, costume storage, and other spaces. This construction would require a more substantial foundation system than the Tailor's Thimble currently has. The Tailor's Thimble roof line is too low to allow the theatre to use this space per the new design, thus we would need to remove it for the new structure. The east wall will be relocated closer to the adjacent property. These reasons make saving the structure not feasible.

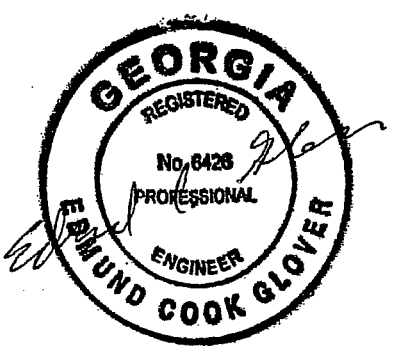
The front façade is metal lath and stucco on brick veneer. If we were to restore the front façade to its original state, the damage done to the surface by applying the metal lath to the brick would make this surface unappealing. The theatre plans on installing a brick veneer on the front elevation.

801 4th AVENUE, P.O. BOX 554, WEST POINT, GA 31833 **PHONE** 706-643-2500 **FAX** 706-645-1221
WWW.BATSON-COOK.COM

BATSON-COOK

We respectfully request permission for the theatre to remove the Tailor's Thimble. If further information is needed, please do not hesitate to ask.

Sincerely,
BATSON-COOK COMPANY

Edmund Glover, P.E.

Cc: File