



Welcome Home

**March Monthly Reports
April 2014**

AGENDA

WORK SESSION

THURSDAY, APRIL 10TH
WORK SESSION @ 8:15 AM

MEETING CALLED TO ORDER

PUBLIC HEARING (IF NEEDED OR REQUIRED)

- Sewer System
- Disposition of Property
- Central Business District Housing
- Church Location Request for 818 3rd Avenue
- Bed and Breakfast allowed in Commercial Zone
- Telecommunication Amendment

AGENDA REVIEWED IN ITS ENTIRELY BEFORE DISCUSSION

PUBLIC COMMENT ON AGENDA ITEMS (FORM REQUIRED)

NEW BUSINESS

- GEFA Refunding
- Solid Waste Project
- Library Service Contracts
- TPL River Park Expansion
- Ordinance Amendments:
 - Sewer System
 - Disposition of Property
 - Central Business District Housing
 - Church Location Request for 818 3rd Avenue
 - Bed and Breakfast allowed in Commercial Zone
 - Telecommunication Amendment
- Commercial Real Estate Sales Agreement
- Easement for Sewer Line
- DYMOS Donation
- Valley Haven School Proclamation (Council Meeting)
- Police Chief Jeff Cato Proclamation (Council Meeting)
- Richard Fuller Proclamation (Council Meeting)
- Police Department Plaques (Council Meeting)

CONSIDER ITEMS FOR BUSINESS MEETING (Create Business Meeting Agenda)

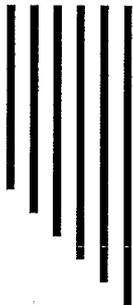
MAYOR & COUNCIL COMMENTS

ADJOURNED

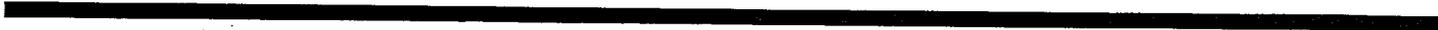
Next Meeting: Council Meeting – Monday, April 14th @ 6:00 PM

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MINUTES





The regular meeting of the Mayor and Council was held in the Council room of West Point City Hall March 10, 2014 at 6:00 P.M. with Mayor A. Drew Ferguson IV presiding.

Members Present:

Councilmember Gerald W. Ledbetter
Councilmember Gloria R. Marshall
Councilmember Sandra Thornton
Councilmember Steven M. Tramell

Members Absent:

Councilmember Joseph R. Downs III
Councilmember Benjamin F. Wilcox

Boy Scout, Ryan Fuller led the Pledge of Allegiance

Mayor Ferguson called Bishop Billy B. Avery, Emmanuel Life & Worship Center, Newnan, GA for opening prayer.

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

MINUTES

Mayor Ferguson asked for a motion to approve the minutes from the February 10, 2014 regular meeting. Councilmember Gloria Marshall made said motion and was seconded by Councilmember Sandra Thornton; the minutes were **approved unanimously without change**.

FINANCIAL REPORT

Councilmember Gerald W. Ledbetter presented the February financial report with the March cash position and forecast and made a motion to accept the report; motion seconded by Councilmember Gloria R. Marshall and **passed unanimously**.

AGENDA

Mayor Ferguson asked for a motion to approve the agenda. Councilmember Steven M. Tramell made said motion and Councilmember Gloria R. Marshall and **passed unanimously**.

FORWARD FUND POLICY & PROCEDURES

Councilmember Gerald W. Ledbetter made a motion to approve the Forward Fund Application and Procedures as presented by city staff. The mission of the Forward Fund is to encourage sustainable community development projects that further the economic growth of the community, create employment and housing opportunities for residents, and generally improve the City. The specific focus is the 10th Street Area Redevelopment Plan designated district. The regulations, application process include but not limited to the statement of conditions. The minimum loan amount is \$50,000. The motion was seconded by Councilmember Gloria R. Marshall **and passed unanimously.**

ZONING ORDINANCE AMENDMENT

Councilmember Sandra Thornton made a motion to amend section 20 of the zoning ordinance to add standards for Telecommunications Facilities and to also rename Section 20 to Supplemental Regulations. The ordinance will set standards for cell towers in the city limits. The motion was seconded by Councilmember Gloria R. Marshall; **carried unanimously.**

RESOLUTION FOR STREET CLOSURE/PHASE II RECREATION “FREE PLAY FIELD”

Councilmember Steven M. Tramell made a motion to approve a resolution to permanently close East 11th Street between Avenue D and Avenue C for the purpose of creating a city park. The park space will be used as a play field that will be open to the public for non scheduled activities. The motion was seconded by Councilmember Gerald W. Ledbetter **and passed unanimously.**

LIQUOR, MALT BEVERAGE AND WINE LICENSE APPLICATION

Councilmember Sandra Thornton made a motion to approve a Liquor, Malt Beverage and Wine license application for Jaimee Soohyun manager of Miso Sushi House at 705 Suite #101 3rd Avenue. The motion was seconded by Councilmember Steven M. Tramell; **passed unanimously.**

RESOLUTION FOR SALE OF CITY PROPERTY

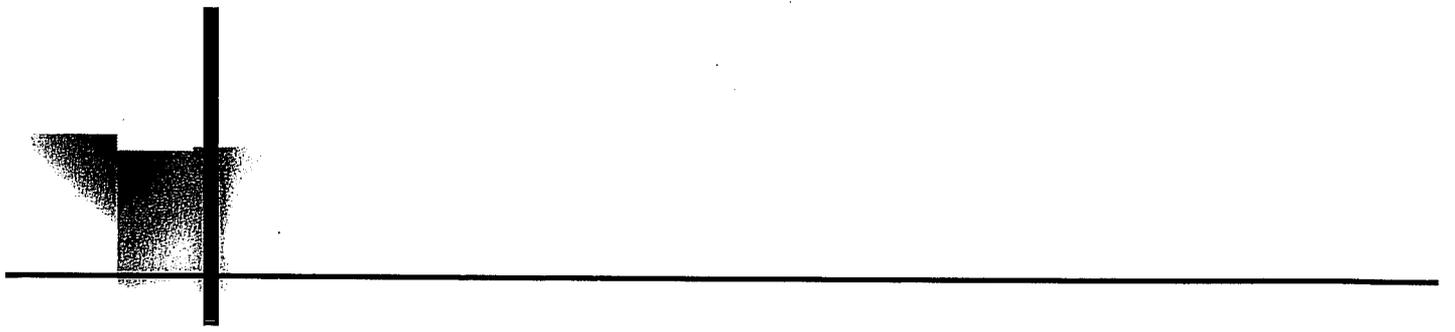
Councilmember Gloria R. Marshall made a motion to approve a resolution for the sale of a city owned lot (50 feet by 132 feet) located on 6th Avenue for the price of \$1,000 to Anita Jones. The purchaser is responsible for all cost associated with the land transaction including the conveying of a 25 foot easement for an existing sewer line. Councilmember Sandra Thornton seconded the motion; **passed unanimously.**

ADJOURN

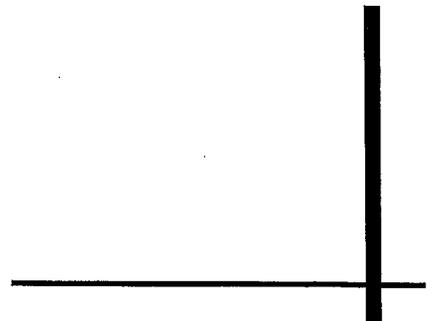
There being no further business, the meeting was adjourned.

Richard McCoy
City Clerk

A. Drew Ferguson IV
Mayor



FINANCIAL REPORT





City of West Point Financial Report March, 2014

REVENUES

Current Revenue	General Fund	EMRG 911	Water Fund
YTD Revenue	\$177,696.49	\$436.76	\$290,007.97
Budget	\$1,126,766.14	\$101,400.00	\$901,287.40
Percentage Budget	19.21%	18.32%	\$3,605,208.00
			25.00%

Current Revenue	Electric Fund	Gas Fund	Sanitation
YTD Revenue	\$422,482.87	\$240,169.75	\$29,627.57
Budget	\$1,533,802.60	\$1,494,806.00	\$87,773.37
Percentage Budget	25.26%	54.00%	\$499,600.00
			17.57%

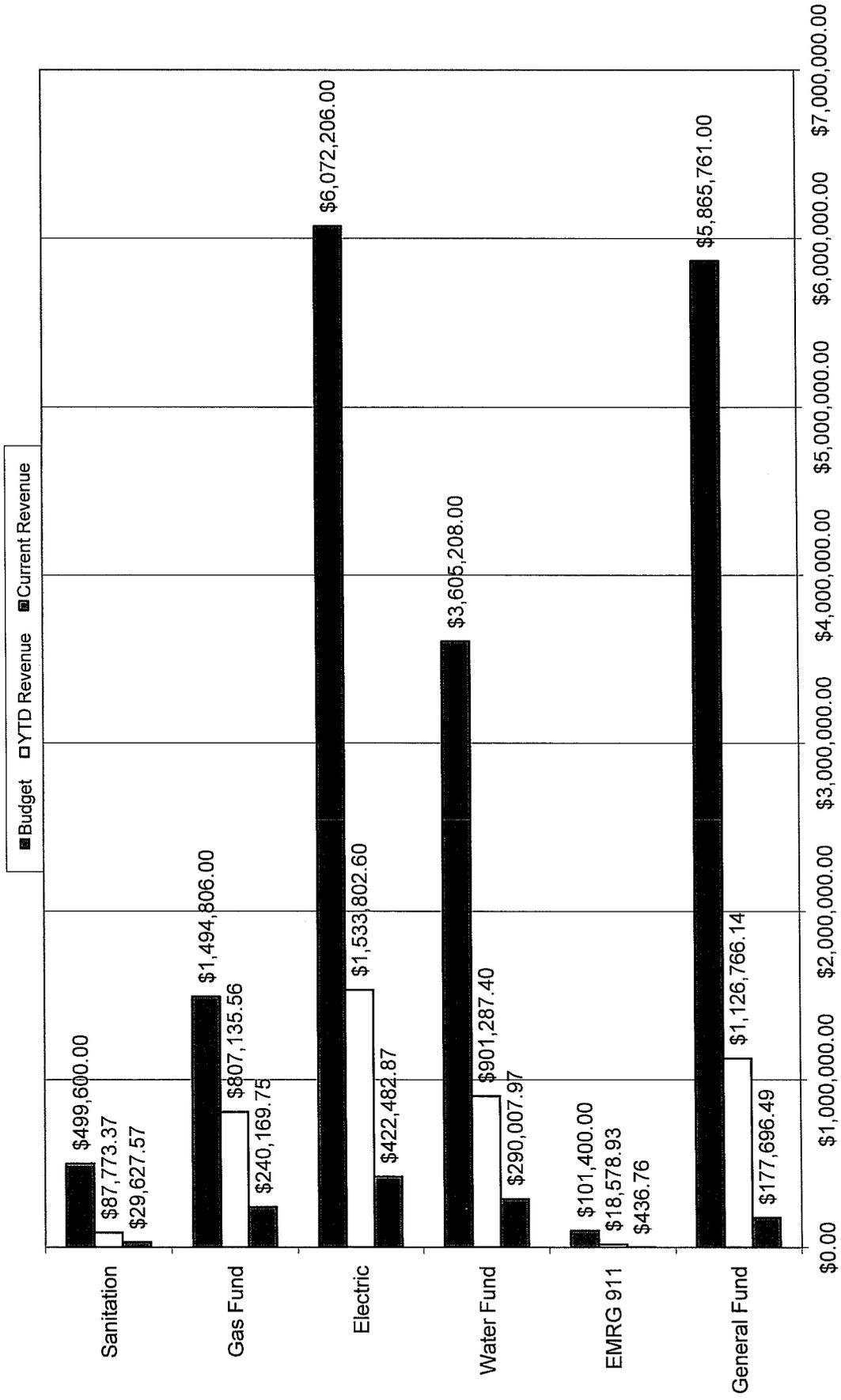
Current Revenue	TE Project	EIP	SPLOST
YTD Revenue	\$0.00	\$0.00	\$77,715.59
Budget	\$0.00	\$0.00	\$243,985.65
Percentage Budget	0.00%	0.00%	\$1,741,287.00
			14.01%

Total All Departments	Total All Departments
Current Revenues	\$4,719,329.65
Current Expense	\$4,615,885.55
over/under	\$103,444.10

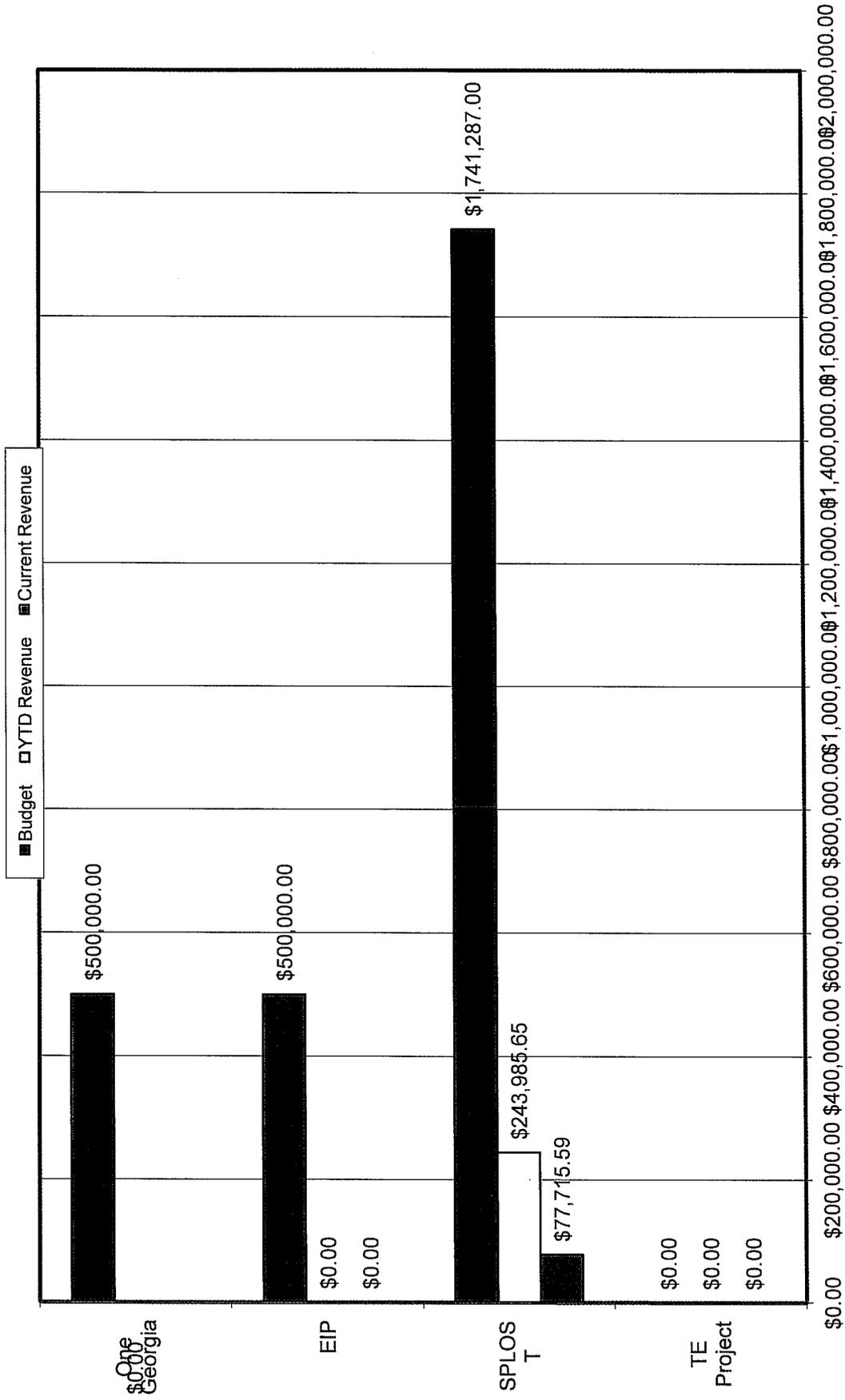
Total All Departments	Total YTD Revenue
YTD Revenue	\$4,719,329.65
Budget	\$20,380,268.00
Percentage	23.16%

Total All Departments	Total YTD Expenses
Current Expense	\$4,615,885.55
over/under	\$103,444.10

Budget Revenue Comparison March, 2014



Budget Revenue Comparison March, 2014



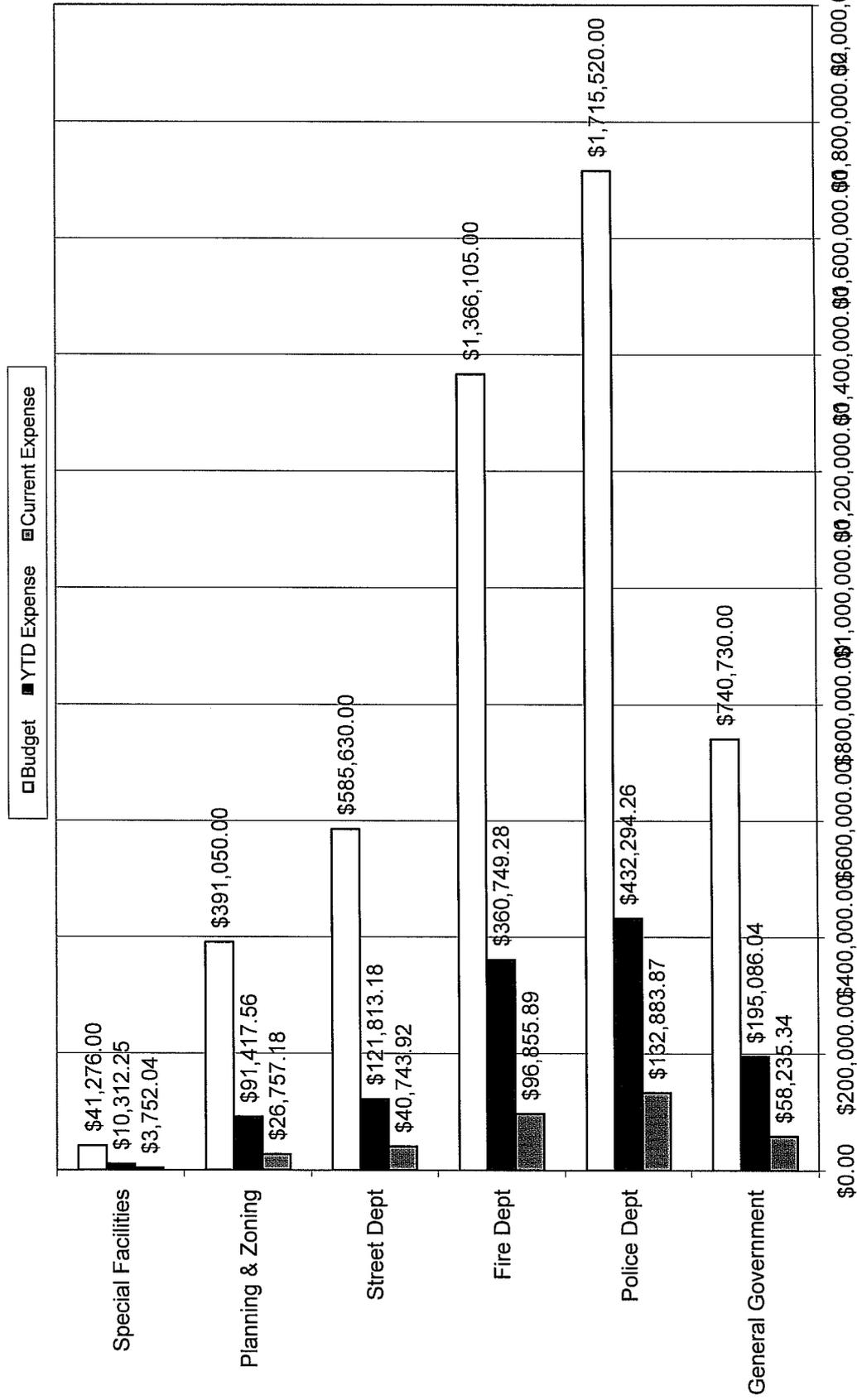


City of West Point Financial Report March, 2014

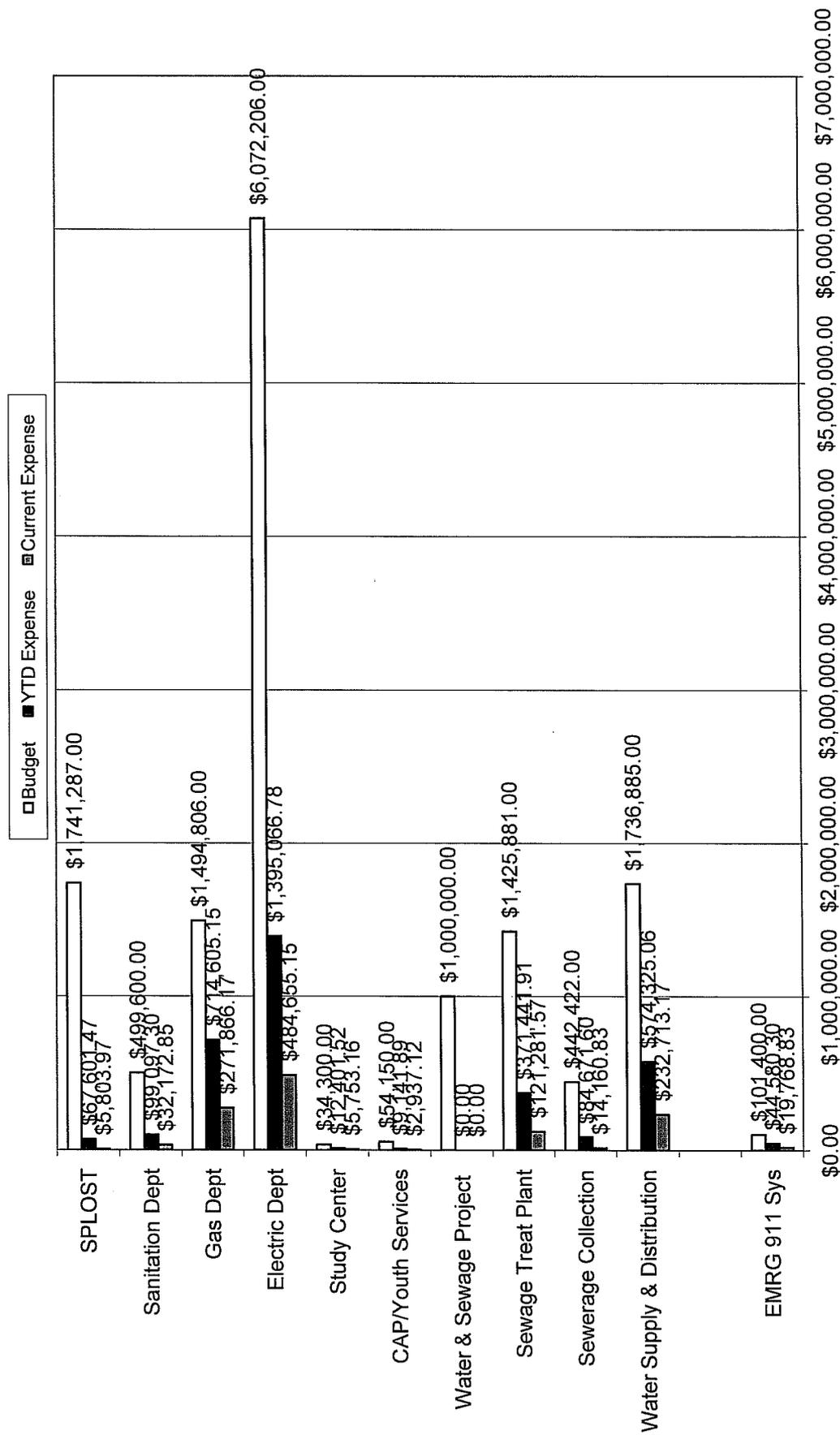
EXPENSES

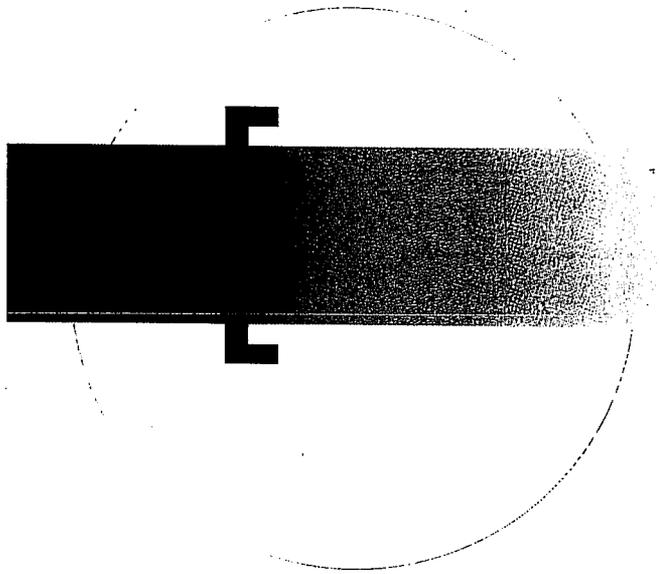
Current Expense	General Government	Police Dept	Fire Dept	Street Dept
YTD Expense	\$58,235.34	\$132,883.87	\$96,855.89	\$40,743.92
Budget	\$195,086.04	\$432,294.26	\$360,749.28	\$121,813.18
Percentage Budget	\$740,730.00	\$1,715,520.00	\$1,366,105.00	\$585,630.00
	26.34%	25.20%	26.41%	20.80%
Current Expense	Planning & Zoning	Special Facilities	EMRG 911 SYS	Water Dept
YTD Expense	\$26,757.18	\$3,752.04	\$19,768.83	\$232,713.17
Budget	\$91,417.56	\$10,312.25	\$44,580.30	\$574,325.06
Percentage Budget	\$391,050.00	\$41,276.00	\$101,400.00	\$1,736,885.00
	23.38%	24.98%	43.96%	33.07%
Current Expense	Sewer/ Water/Proj	Electric Dept	Gas Dept	Sanitation Dep
YTD Expense	\$135,442.40	\$484,655.15	\$271,866.17	\$32,172.85
Budget	\$456,113.51	\$1,395,066.78	\$714,605.15	\$99,097.30
Percentage Budget	\$2,868,303.00	\$6,072,206.00	\$1,494,806.00	\$499,600.00
	15.90%	22.97%	47.81%	19.84%
Current Expense	SPLOST	Study Center	CAP/Youth Services	Economic Dev
YTD Expense	\$5,803.97	\$5,753.16	\$2,937.12	\$0.00
Budget	\$67,601.47	\$12,401.52	\$9,141.89	\$31,280.00
Percentage Budget	\$1,741,287.00	\$34,300.00	\$54,150.00	\$937,000.00
	3.88%	36.16%	16.88%	3.34%
Current Revenues	All Funds	Total All Departments	Total YTD Expenses	Total YTD Expenses
Current Expense	\$1,238,137.00	\$4,719,329.65	Budget	Percentage
over/under	\$1,550,341.06	\$4,615,885.55	over/under	
	(\$312,204.06)	\$103,444.10		
				\$4,615,885.55
				\$20,380,248.00
				22.65%

Budget Expense Comparison March, 2014



Budget Expense Comparison March, 2014





DEPARTMENT REPORTS

Fire Department

Planning Department

Police Department

Public Works

Utility Department

**City of West Point
Fire Department
P.O. Box 487
West Point, GA 31833**

MONTHLY ACTIVITY REPORT

March 2014

FIRE RESPONSES

Structure / Residential	2
Structure / Business	2
Vehicle	2
Ground Cover, Trash	3
Hazardous Materials	3
Rescue, M.V.A.	9
False Alarms	2
Mutual Aid Responses	4
Other Responses	0
Total Fire Responses	25

EMERGENCY MEDICAL SERVICE RESPONSES

FACILITY	TRIPS
Lanier Memorial	34
West Ga. Medical	21
East Al. Medical	2
Columbus Medical Center	0
Landing Zone	0
Non-Transport	12
Total E.M.S. Responses	69

Community Development

March 1 – 31, 2014

Building

Permits Issued – 5
 Elec. Water, Gas 2
 Building 3

Inspections - 35
 Industrial 12
 New Commercial 2
 Remodel Comm. 9
 New Residential 0
 Remodel Res. 5
 Soil & Erosion 7

Certificate of Occupancy- 4

Code Enforcement - 63

Burn Removal	0	Grass & Weeds	0
Illegal Dumping	3	Signs	19
No Utilities	3	Vehicles	1
Property Maint.	4	Other	11
Warnings/Citations	22		

Animal Control - 77

Meet in Person	15	
Deliver/Set Traps	32	Transports to Animal Shelter- Dogs- 3 Cats- 15 (trapped)
Other	12	

CARES

Student 34
 Volunteers 3

Contracted programs – Storem & Sun (practices for drama production April 11)
 Dr. Southerland (Point University)
 Point University Baseball Team

In-house programs - Olympic Day
 Team Building
 Making the Band
 At-Risk Afterschool Meals Program

Auxillary Use of Building – Girl Scout Troop 14102 (2 meetings)

OFFICER ACTIVITY REPORT
Activity from 3/1/2014 to 3/31/2014

OFFICER NAME _____
ALL OFFICERS _____

ACTIVITY STATISTICS FOR THIS OFFICER **OTHER ACTIVITY FOR THE PERIOD**

CITATION ACTIVITY (TOP 10 and ALL OTHERS) FOR THE PERIOD		OTHER ACTIVITY FOR THE PERIOD	
41	40-6-181 SPEEDING IN EXCESS OF MAXIMUM LIMITS	22	ARRESTS (from Incidents)
6	40-6-72(B) FAILURE TO STOP AT A STOP SIGN	5	WARRANTS SERVED
1	40-6-20 FAILURE TO OBEY TRAFFIC CONTROL DEVICE	0	CIVIL PAPERS & SUBPOENAS SERVED
2	20-10 ILLEGAL PARKING	26	ACCIDENT REPORTS
6	40-6-188 SPEEDING IN CONSTRUCTION SITE	60	INCIDENTS
1	40-2-20 REGISTRATION REQUIREMENTS	4	INCIDENTS - DOMESTIC
6	40-6-10 FAILURE TO DISPLAY INSURANCE ON DEMAND	3	INCIDENTS - MISC
4	40-6-15 KNOWINGLY DRIVING MOTOR VEHICLE ON SUSPENDED,CANCELED		COMMUNITY CONTACTS
1	40-5-32A EXPIRED DRIVER'S LICENSE	2	FIELD INTERVIEWS
3	40-6-48 FAILURE TO MAINTAIN LANE		
35	ALL OTHER		
106	TOTAL CITATIONS		

CITATION / WARNINGS ISSUED BREAKDOWN BY RACE/SEX

RACE	W-MALE	W-FEM	B-MALE	B-FEM	H-MALE	H-FEM	O-MALE	O-FEM	U-MALE	U-FEM	U-SEX	TOTAL
WARN	21	18	28	20	0	0	5	2	4	4	106	106
CIT	25	17	32	25	0	1	3	1	1	1	0	106

(Note: W= White, B= Black, H= Hispanic, O= Other, U= Unknown)

INCIDENTS - OTHER DATA

20	CLEARED BY ARREST
28	EXCEPTIONALLY CLEARED
0	UNFOUNDED
13	FELONIES
51	MISDEMEANORS
\$7,606	STOLEN PROPERTY
\$131	RECOVERED PROPERTY

ACCIDENTS - OTHER DATA

16	WRECK REPORTS
10	PRIVATE PROPERTY
4	REPORTS WITH INJURIES
8	TOTAL INJURED
	REPORTS WITH FATALITIES
0	TOTAL KILLED

OFFICER ACTIVITY REPORT
Activity from 3/1/2014 to 3/31/2014

OFFICER NAME
 ALL OFFICERS

CITATION COUNT BY OFFENSE

VIOLATION CODE	DESCRIPTION	COUNT
40-6-181	SPEEDING IN EXCESS OF MAXIMUM LIMITS	41
40-6-188	SPEEDING IN CONSTRUCTION SITE	6
40-6-72(B)	FAILURE TO STOP AT A STOP SIGN	6
40-6-10	FAILURE TO DISPLAY INSURANCE ON DEMAND	4
40-6-15	KNOWINGLY DRIVING MOTOR VEHICLE ON SUSPENDED,CA	4
40-6-48	FAILURE TO MAINTAIN LANE	3
40-6-49	FOLLOWING TOO CLOSE	3
40-5-121 1ST	DRIVING WITH SUSPENDED OR REVOKED LICENSE MISDEA	3
16-1-39	DISORDERLY OR INDECENT CONDUCT	2
20-10	ILLEGAL PARKING	2
40-6-10	NO PROOF OF INSURANCE/ MOTOR VEHICLE	2
40-2-8	OPERATION OF VEHICLE WITHOUT REVALIDATION DECAL,	2
16-8-14 M	THEFT BY SHOPLIFTING (MISDEMEANOR) UNDER \$300.00	2
40-8-76.1	SAFETY RESTRAINT VIOLATION (ADULT)	2
40-8-76	SAFETY RESTRAINT VIOLATION (UNDER 5 YEARS OF AGE)	1
40-8-76.1B	SAFETY RESTRAINT VIOLATION 18 YEARS OF AGE AND OLC	1
40-6-180	TOO FAST FOR CONDITIONS	1
40-6-16	PASSING STATIONARY EMERGENCY VEHICLE	1
12-25	PUBLIC DRUNKENNESS	1
40-2-20	REGISTRATION REQUIREMENTS	1
4-59	OPEN ALCOHOL IN PUBLIC	1
40-6-253	OPEN CONTAINER OF ALCOHOL WHILE OPERATING VEHICL	1
40-6-270	LEAVING THE SCENE OF ACCIDENT/HIT AND RUN FIRST OF	1
40-6-16(D)	MOVE OVER VIOLATION	1
40-6-240	IMPROPER BACKING	1
40-6-123(C)	IMPROPER STOPPING ON ROADWAY	1
40-6-20	FAILURE TO OBEY TRAFFIC CONTROL DEVICE	1
40-6-71	FAILURE TO YIELD WHILE TURNING LEFT	1
40-6-241	DRIVER TO EXERCISE DUE CARE	1
40-6-391(A)(S) 1ST	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(1ST C	1
40-6-391(A)(1) 1ST	DRIVING UNDER THE INFLUENCE .LESS SAFE-ALCOHOL(1S'	1
40-5-121	DRIVING WHILE LICENSE WITHDRAWN	1
40-5-32A	EXPIRED DRIVER'S LICENSE	1
40-6-42	IMPROPER PASSING	1
40-2-6	ALTERATION OF LICENSE PLATES/OPERATION OF VEHICLE	1
12-5	DISORDERLY CONDUCT	1

INCIDENT REPORT STATS
Reports from 3/1/2014 to 3/31/2014

WEST POINT PD

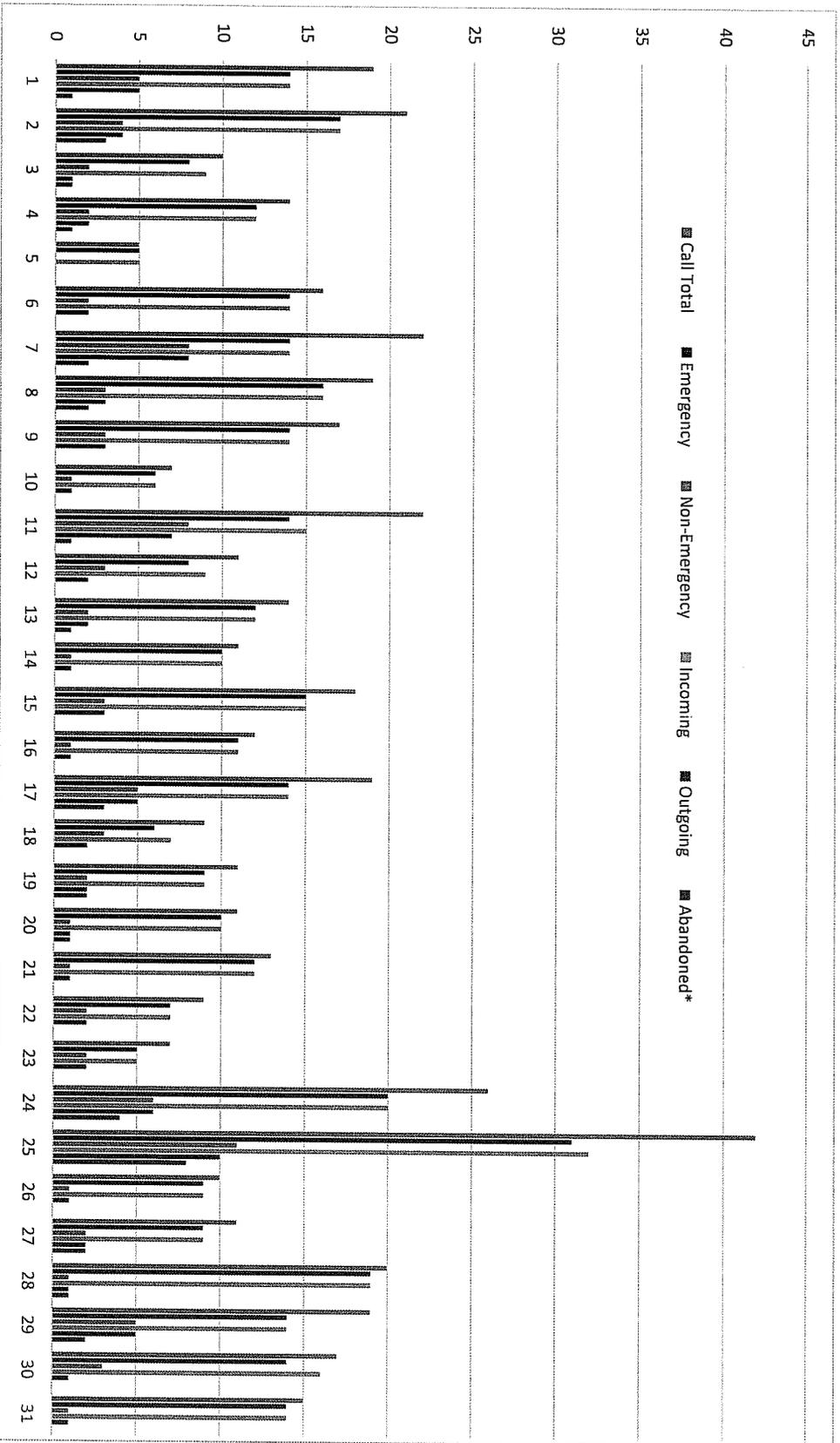
OFFENSE GROUP (UCR) OFFENSE	Offenses Reported	Unfounded	Actual Offenses	Total Cleared	# Involving Juveniles	Stolen Property Total	Recovered Property Total
ASSAULT/BATTERY	7	0	7	1	0		
AGGRAVATED ASSAULT/BATTERY - GUN	1	0	1	1	0		
ASSAULT/BATTERY OFFENSE FREE TEXT	4	0	4	0	0		
SIMPLE ASSAULT/BATTERY	2	0	2	0	0		
BURGLARY	2	0	2	0	0	1,000.00	
BURGLARY - NO FORCED ENTRY-NON-RESIDENCE	1	0	1	0	0	1,000.00	
BURGLARY OFFENSE FREE TEXT	1	0	1	0	0		
DANGEROUS DRUG OFFENSE	1	0	1	1	0		
POSSESSION OF DRUG RELATED ITEMS/NARCOTIC EQUIPMENT	0	0	0	0	0		
DRIVING UNDER THE INFLUENCE	2	0	2	2	0		
DRIVING UNDER THE INFLUENCE OF ALCOHOL	2	0	2	2	0		
FAMILY	1	0	1	0	0		
CHILD NEGLECT	1	0	1	0	0		
FORGERY	1	0	1	0	0		
FORGERY - OF OTHER OBJECT	1	0	1	0	0		
FRAUD	5	0	5	1	0	123.00	122.00
FRAUD - ILLEGAL USE OF CREDIT/FINANCIAL TRANSACTION CARDS	0	0	0	0	0		
FRAUDULENT ACTIVITY OFFENSE FREE	4	0	4	1	0	123.00	122.00
INVASION OF PRIVACY	5	0	5	0	0	25.00	
CRIMINAL TRESPASS	5	0	5	0	0	25.00	
LARCENY/THEFT	25	0	25	3	0	5,187.00	7.00
LARCENY OFFENSE FREE TEXT	23	0	23	1	0	5,180.00	
SHOPLIFTING	2	0	2	2	0	7.00	7.00
LOST PROPERTY	1	0	1	0	0	600.00	
LOST PROPERTY	1	0	1	0	0	600.00	
MISCELLANEOUS	30	0	30	13	0	671.00	2.00
MISCELLANEOUS OFFENSES	30	0	30	13	0	671.00	2.00
OBSTRUCTING JUDICIARY	1	0	1	1	0		
FAILURE TO APPEAR	1	0	1	1	0		
PUBLIC PEACE	5	0	5	1	2		
DISORDERLY CONDUCT	3	0	3	1	2		
HARASSING COMMUNICATION	2	0	2	0	0		
SEX OFFENSE NOT ASLT	1	0	1	0	0		
SEX OFFENSE NOT ASLT - FREE TEXT	1	0	1	0	0		
REPORT TOTALS	87	0	87	23	2	7,606.00	131.00

9-1-1 Call Volume by Day - March 2014

Daily Call Total	Call Category		Call Origin		Abandoned
	Emergency	Non-Emergency	Incoming	Outgoing	
1	14	5	14	5	1
2	17	4	17	4	3
3	8	2	9	1	1
4	12	2	12	2	1
5	5	0	5	0	0
6	14	2	14	2	0
7	14	8	14	8	2
8	16	3	16	3	2
9	14	3	14	3	0
10	6	1	6	1	0
11	14	8	15	7	1
12	8	3	9	2	0
13	12	2	12	2	1
14	10	1	10	1	0
15	15	3	15	3	0
16	11	1	11	1	0
17	11	5	14	5	3
18	6	3	7	2	0
19	9	2	9	2	2
20	10	1	10	1	1
21	11	1	12	1	0
22	13	1	7	2	0
23	9	2	7	2	0
24	7	2	5	2	0
25	26	6	20	6	4
26	42	11	31	10	8
27	10	1	9	1	0
28	11	2	9	2	2
29	20	1	19	1	1
30	19	5	14	5	2
31	17	3	14	1	0
Monthly Total	477	94	390	87	35

*The Abandoned Call Count total is also included in the Incoming Call Origin Count.

9-1-1 Call Volume by Day - March 2014



Public Works Department Activity Report

March 2014

Preventive maintenance on storm water collection system

Grind @ land field

Patch with 3 tons

Haul Sludge for the W.P.C.P.

Trim limbs on the R-O-W

Clean off storm drains and repair

Service and repair Equip.

Pick up litter on R-O-W

Cut R-O-W.

Cut KIA Parkway & KIA Blvd.

Clean up in town area

Replace sidewalk on 5TH Ave.

Raise Manhole on 3RD Ave.

Trim limbs on trees & Bushes on KIA Park Way & KIA Blvd.

March 2014 Monthly Report for Utilities

Department/Utility Protection **March, 2014**

Task Desc	Gas Crew & Utility Protection	Department Total
INVESTIGATE CUSTOMER COMPLAINT	2	2
MISCELLANEOUS	1	1
LOCATE UNDERGROUND UTILITIES	13	13
INVESTIGATE A REPORTED GAS LEAK	2	2
RETAKE UG LOCATES	5	5
REPORT OF GAS LEAK	4	4
WITNESS PRESSURE TEST	1	1
LEAK RECHECK	1	1
GRAND TOTAL	29	29

CITY OF WEST POINT

Power & Lights **March, 2014**

Task Desc	Electric Crew	Department Total
INVESTIGATE CUSTOMER COMPLAINT	2	2
MISCELLANEOUS	8	8
CHANGE METER	12	12
REPAIR SECURITY LIGHT	4	4
POWER OUTAGE	4	4
REPAIR SERVICE LINE	2	2
METER READING COMPLAINT	1	1
GRAND TOTAL	33	33

CITY OF WEST POINT

SERVICE TRUCK **March, 2014**

Task Desc	Gas Crew & Utility Protection	Field Customer Service	Department Total
CITY HALL WORK ORDER	1	0	1
TURN ON UTILITIES	2	2	4
TURN OFF UTILITIES	1	1	2
READ-IN / READ-OUT UTILITIES	1	0	1

GRAND TOTAL	5	3	8
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CITY OF WEST POINT

Sewer Department

March, 2014

Task Desc	Water Distribution Crew	Sewer Crew	Department Total
INVESTIGATE CUSTOMER COMPLAINT	0	2	2
SEWER INSPECTION	1	0	1
SEWER BACK UP	0	5	5
COLLECTION SYSTEM INSPECTION	0	1	1
GRAND TOTAL	1	8	9

CITY OF WEST POINT

Water Distribution

March, 2014

Task Desc	Water Distribution Crew	Department Total
INVESTIGATE CUSTOMER COMPLAINT	5	5
MISCELLANEOUS	2	2
CHANGE METER	1	1
CHANGE SERVICE	2	2
REPAIR LEAK IN MAIN LINE	1	1
CHANGE METER BOX	1	1
CHECK WATER PRESSURE	2	2
METER READING COMPLAINT	2	2
WATER LEAK	5	5
GRAND TOTAL	21	21

Water Treatment Plant

February, 2014

28,126,000 Gallons Withdrawn From River (Average 907,290 GPD)

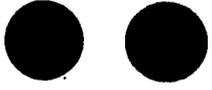
25,896,000 Gallons Pumped to System (Average 835,354 GPD)

Purchased from LaGrange = Not Available

Wastewater Treatment Plant

February, 2014

47,492,000 Gallons Discharged to River (Average 1,532,000 GPD)



NEW BUSINESS

CONTRACT FOR LIBRARY SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered this _____ day of _____, 2014, by and between the **CITY OF WEST POINT, GEORGIA**, a municipal corporation of Troup and Harris Counties, Georgia (hereafter referred to as "West Point"), and **CHAMBERS COUNTY LIBRARY BOARD** (hereinafter referred to as "Library").

WHEREAS, pursuant to its Charter, ordinances and the laws of the State of Georgia, West Point has the authority to provide for its citizens library services, all for the general welfare of the government of the City and its inhabitants;

WHEREAS, Library is organized and equipped to provide such services to area residents, and its willing to provide such services to the citizens of West Point;

WHEREAS, the parties desire to set forth in writing the scope of services and responsibilities of both West Point and Library relating to the provision of library services as set forth herein:

NOW, THEREFORE, for and in consideration of the mutual promises and benefits accruing to each of the parties as a result of ongoing cooperation for the efficient delivery of library services to local area citizens, the parties hereby agree as follows:

1.

Library shall makes its facilities, functions and services available to residents of West Point upon the same terms and conditions as the same are made available to the residents of Chambers County, Alabama.

2.

For the services rendered by Library, West Point shall pay to Library the sum of \$1,250.00 per month for the period from April, 2014, through and including March, 2015, which sum shall be due and payable by the 15th of each month of the term of this Agreement.

3.

The term of this Agreement shall begin April 1, 2014, and shall continue for one (1) year through March 31, 2015.

4.

Neither this Agreement nor any duty hereunder may be assigned by either party without the prior written consent of the other party.

5.

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, West Point and Library, 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.

CITY OF WEST POINT, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
Clerk

CHAMBERS COUNTY LIBRARY BOARD
(SEAL)

BY: _____

ATTEST: _____

CONTRACT FOR LIBRARY SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered this _____ day of _____, 2014, by and between the **CITY OF WEST POINT, GEORGIA**, a municipal corporation of Troup and Harris Counties, Georgia (hereafter referred to as "West Point"), and **WEST POINT LIBRARY ASSOCIATION**, a non-profit corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as "Library").

WHEREAS, pursuant to its Charter, ordinances and the laws of the State of Georgia, West Point has the authority to provide for its citizens library services, all for the general welfare of the government of the City and its inhabitants;

WHEREAS, Library is organized and equipped to provide such services to area residents, and its willing to continue to provide such services to the citizens of West Point;

WHEREAS, the parties desire to set forth in writing the scope of services and responsibilities of both West Point and Library relating to the provision of library services as set forth herein:

NOW, THEREFORE, for and in consideration of the mutual promises and benefits accruing to each of the parties as a result of ongoing cooperation for the efficient delivery of library services to local area citizens, the parties hereby agree as follows:

1.

Library shall continue throughout the term of this Agreement to make its facilities, functions and services available at no cost to residents of West Point.

2.

For the services rendered by Library, West Point shall pay to Library the sum of \$2,083.33 per month for the period from April, 2014, through and including March, 2015, which sum shall be due and payable by the 15th of each month of the term of this Agreement. Moreover, for the term of this Agreement, West Point shall continue to provide lawn care, pest control and cleaning services, as well as supply all utilities with the exception of telecommunications to the Hawkes Library facilities.

3.

The term of this Agreement shall begin April 1, 2014, and shall continue for one (1) year through March 31, 2015.

4.

Neither this Agreement nor any duty hereunder may be assigned by either party without the prior written consent of the other party.

5.

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, West Point and Library, 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.

CITY OF WEST POINT, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
Clerk

WEST POINT LIBRARY ASSOCIATION
(SEAL)

BY: _____

ATTEST: _____

**A RESOLUTION TO ACQUIRE PROPERTY AND A CONSERVATION
EASEMENT FROM THE TRUST FOR PUBLIC LAND NEAR THE
CHATTAHOOCHEE RIVER IN THE CITY OF WEST POINT
(THE HUFF et al PROPERTY)**

WHEREAS, The Trust for Public Land ("TPL") is working on the Chattahoochee River Land Protection Program (the "Program"), and in the course of such work, has raised charitable donations to assist in land and property interests acquisition in furtherance of the objectives of the Program, which include conserving land to protect water quality, and providing recreational opportunities to the public; and

WHEREAS, TPL and the City both share the objective of conservation of land suitable for greenspace in the City of West Point, consisting of ±100 acres in close proximity to the Chattahoochee River, known as the Huff et al property (the "Greenspace Property"), as shown on the sketch plan attached hereto as Exhibit A, and the use of same for passive recreational purposes compatible with the objectives of the Program, so as to permit the public to enjoy a greenway trail system along the Chattahoochee River, all consistent with the recommendations and guidelines set forth in the *Chattahoochee River Greenway Planning and Implementation Handbook*, published in March, 2001, a copy of which has previously been delivered by TPL to the City and which is hereby incorporated herein by reference; and

WHEREAS, TPL and the City both share the objective of conservation of land for the protection of natural and ecological resources within the City of West Point, consisting of ±23 acres in close proximity to the Chattahoochee River (the "Garland Portion"), which is adjacent to the Greenspace Property as shown on the sketch plan depicted in Exhibit A, and will be protected through conveyance of a conservation easement to the City of West Point; and

WHEREAS, the TPL has agreed to devote the time and assistance of its Georgia State office staff to assist the City in the acquisition and preservation of the Greenspace Property and conveyance of a conservation easement for the Garland Portion by working with (1) the City to coordinate the conveyance of the Greenspace Property and the conservation easement for the Garland Portion from TPL to the City, and (2) the present owner of the Greenspace Property and Garland Portion, in order to acquire same for the purposes addressed above; and

WHEREAS, the TPL has agreed to fund the entire purchase price for the Greenspace Property and the conservation easement to the Garland Portion with charitable donations it has raised, which would serve to permit TPL to donate the Greenspace Property and conservation easement to the Garland Portion to the City, provided the Greenspace Property and Garland Portion is protected in perpetuity, including use as a public park with passive recreational elements to improve the quality of life for City of West Point and Troup County residents, all consistent with the recommendations and guidelines set forth in the above-referenced *Chattahoochee River Greenway Planning and Implementation Handbook*; and

WHEREAS, the Greenspace Property and Garland Portion are key elements in a larger vision for a proposed Riverwalk that would link the Georgia DOT Welcome Center on the Chattahoochee River at I-85 with West Point Lake.

NOW THEREFORE, BE IT RESOLVED, by the City Council of West Point as follows:

1. That the Mayor is authorized to accept a deed conveying the Greenspace Property into the City, which shall provide that the property so conveyed under said deed shall be permanently preserved as greenspace with passive recreation such as a trail system, for the benefit of the public and consistent with the recommendations and guidelines set forth in the *Chattahoochee River Greenway Planning and Implementation Handbook*.
2. That the Mayor is authorized to accept a conservation easement deed conveying certain property interests in the Garland Portion into the City, which shall provide that the property interest so conveyed under said deed shall permanently preserve the natural and ecological resources for the benefit of the public. That the City is hereby authorized to enter into an agreement to acquire the Greenspace Property and conservation easement over the Garland Portion from TPL through donation, in form approved by the City Attorney and consistent with the foregoing resolution, and recognizing that TPL's obligation to convey the Greenspace Property and conservation easement over the Garland Portion to the City is contingent on TPL's acquisition of same from the present owner thereof, and further, that such donation shall be made on an as-is basis, without representation or warranty by TPL.
3. That the City of West Point will use its best efforts to initiate, promote and fund the planning, implementation and development of a Riverwalk and park initiative along the Chattahoochee River within City limits as referenced above, and shall support TPL in its related efforts.
4. TPL, subject to availability of funding, will use its best reasonable efforts to assist the City of West Point with its planning, acquisition and development efforts.

SO RESOLVED, this ____ day of _____, 2014.

ATTEST:

A.Drew Ferugson IV, Mayor

City Clerk

Joseph R. Downs III, Councilmember

Gerald Ledbetter, Councilmember

Gloria Ramsey Marshall, Councilmember

Sandra Thornton, Councilmember

Steve Tramell, Councilmember

Benjamin Wilcox, Councilmember

EXHIBIT A



West Point - Garland Partition Plan

1:12,000



- | | | | |
|------------|-------|-----------|---------------------|
| Parcels | US | Railroads | Greenspace Property |
| Other | State | | Garland Portion |
| Interstate | Roads | | |

Chapter 13

SEWERAGE*

Proposed Amendment April 2014

Art. I. In General, §§ 13-1-13-30

Art. H. Use of Public and Private Sewer Systems, §§ 13-31-13-40

ARTICLE I. IN GENERAL Sec. 13-1. Dwelling Unit Defined.

For the purposes of this chapter, the phrase "dwelling unit" means each and every separate building or separate living unit within a building used for residential purposes served by a separate meter; provided, however, that in the event more than one (1) dwelling unit is served by a single water meter each such dwelling unit shall be subject to the charge levied in section 13-3.

(Code 1967, § 25-40)

Sec. 13-2. Enforcement.

The charge levied in section 13-3 shall be enforced in the same manner as other taxes levied by the city council.

(Code 1967, § 2541)

Charter reference—Assessment for sanitary purposes, § 50.

Sec. 13.3. Sewerage Charge.

The sewerage charge will be based on a base charge plus a set percentage of water usage established yearly by the city council.

(Code 1967, § 2542)

Sec. 13.4 Purpose and Policy

This ordinance sets forth uniform requirements for users of the sewage works for the City of West Point and enables the city to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States code 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403 et seq.). The objectives of this ordinance are:

13.4.1. To prevent the introduction of pollutants into the Sewage Works that will interfere with its operation, and to prevent the introduction into the POTW of any pollutant or hazardous substance which causes personal injury or property damage or, other than in compliance with all local requirements or permits, which causes such Sewage Works to violate any effluent limitation or condition in any permit issued to the Sewage Works;

13.4.2. To prevent the introduction of pollutants into the Sewage Works that will pass through the Sewage Works inadequately treated into receiving waters or otherwise be incompatible with the Sewage Works;

13.4.3. To protect human health, safety and the environment, including protection of Sewage Works personnel who may be affected by wastewater in the course of their employment and the general public;

13.4.4. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Sewage Works; and

13.4.5. To enable The City of West Point to comply with its National Pollution Discharge Elimination System Permit conditions, disposal requirements, and any other applicable Federal or State laws.

This ordinance shall apply to all users of the sewage works of The City of West Point. The ordinance authorizes the issuance of wastewater discharge permits, provides for monitoring, compliance, and enforcement activities, establishes administrative review procedures, requires user reporting, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Sec 13-5-13-30. Reserved.

***Cross References—** Ch. 5; buildings and building regulations, Ch. 7.5 environment, Ch 9; flood plain regulations, Ch. 15 soil erosion and sedimentation control, Ch. 16; subdivisions, Ch. 18 subdivisions, Ch. 21 utilities, Appendix A zoning ordinance.

State Law References—Power of city or county to provide storm water, sewerage collection and disposal systems, GA. Const. art. 9, sec. 2, par. 3; dumping certain wastes in storm or sanitary sewers prohibited, O.C.G.A. § 12-8-2; Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq.; adoption of ordinances, rules and regulations relating to payment for street improvements and construction of water, gas and sewer connections and payment of costs of connections, O.C.G.A. § 36-39-7; city's authority to acquire, -construct, extend, operate, maintain and collect fees for water and sewerage systems, O.C.G.A. § 36-34-5; Resource Recovery Development Authorities Law, O.C.G.A. § 36-63-1 et seq.; grants of state funds to municipal corporations for public purposes, O.C.G.A. § 36-40.20 et seq.; executions for collection of assessments for laying sewers, O.C.G.A. § 48.5-358.

Sec 13.6 Administration

The City Manager shall administer, implement, and enforce the provisions of this ordinance. Any powers granted to or duties imposed upon the Director may be delegated to other city personnel.

ARTICLE H. USE OF PUBLIC AND PRIVATE SEWER SYSTEMS

Sec. 13-31. Definitions.

Unless the context specifically indicates otherwise, the meanings of terms used in this article shall be as follows:

Backflow Preventer means a device that prevents a flow of liquid opposite to the usual or desired direction of flow.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Clean Out means a pipe fitting containing a removable plug that provides access for inspection or cleaning of the pipe run.

Commercial User or Contributor means a premises or person *who* discharges industrial wastes which are similar to domestic wastes in nature, and do not exceed those parameters which define normal sewage except as to volume, in which case it shall be defined as an industrial user.

Garbage means solid wastes from the domestic and commercial preparation, cooking and dispensing of food or from the handling, storage and sale of produce.

Industrial User or Contributor means an industry which discharges waste waters having the characteristics of industrial wastes, as distinct from commercial wastes or domestic wastes, and having a BOD of two hundred (200) mg/L or greater and or a total suspended solids of two hundred (200) mg/L or greater, or having a total discharge volume in excess of twenty-four thousand (24,000) gallons per month regardless of whether the waste concentration is less than above or not.

POTW (Public Owned Treatment Works) means a sewage treatment plant that is owned, and usually operated, by a government agency. In the U.S., POTWs are typically owned by local government agencies, and are usually designed to treat domestic sewage and not industrial wastewater.

Properly Shredded Garbage means the waste from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers with no particle greater than one-half inch in any dimension.

Public Sewer means a sewer in which all owners of abutting properties have equal rights and which is controlled by public authority.

Residential Domestic User or Contributor means a premises or person who discharges waste waters to the city sewers, which closely match normal sewage as to its strength, and its volume does not exceed twenty-four thousand (24,000) gallons per month, and further, for billing purposes, is defined as a dwelling place or places of residence. If the volume discharge exceeds twenty-four thousand (24,000) gallons per month, it shall be defined as an industrial user.

Scavenger Wastes means putrid or offensive matter, or the contents of all privies, septic tanks and cesspools sludge from sanitary wastewater that is discharged into cesspools, septic tanks or privies.

Sewage means refuse liquids or waste matter usually carried off by sewers

Sewer means a pipe or conduit for carrying sewage.

Sewer Surcharge means a charge for sewer service and treatment service for wastes having characteristics different from sanitary wastes and for which additional charges must be assessed in order for the waste to make compensation for additional expenses incurred.

Sewer Tap means the point at which a home or business's sewer line joins the municipal sewer system.

Sewage Works means a facility consisting of a system of sewers for carrying off liquid and solid sewage.

Slug means any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds, for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four-hour concentration proposed during normal operation.

Standard Methods means the examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage," published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

Storm Drain, sometimes termed *Storm Sewer*, means a sewer which carries storm and surface waters and drainage but excludes sewage and industrial wastes other than unpolluted cooling water.

Street means and includes streets, avenues, drives, boulevards, roads, alleys, lanes and viaducts, and all other public highways in the sanitary area.

Suspended Solids means solids that either float on the surface of or are in suspension in water, sewage or other liquids which are removable by laboratory filtering.

Total solids means the sum of suspended solids, settled solids and dissolved solids, both volatile and nonvolatile.

Watercourse means a channel in which flow of water occurs, either continuously or intermittently.

All other words shall be construed as having the meaning defined in "Glossary, Water and Sewage Control Engineering," published by the Water Pollution Control Federation, Wash-

ington, D.C., or by their general usage if undefined.
(Code 1967, § 25-44)

Sec. 13.32. Use of Public Sewers Required.

(a) All premises shall be provided, by the owner thereof, with at least one (1) toilet. All toilets shall be kept clean and in a sanitary working condition.

(b) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within any area under the jurisdiction of the city, any human or animal excrement, garbage, or other objectionable wastes; provided, however, that deposit of animal excrement in the course of a farming, livestock, or agricultural operation shall not be a violation of this section. No person shall dispose of human waste except in an approved toilet.

(c) It shall be unlawful to discharge to any natural outlet within City of West Point, or in any area under the jurisdiction of the City of West Point, any wastewater or other polluted waters, including septic tank effluent or cesspool overflow to any open drain or well-penetrating, water-bearing formation, except where suitable treatment has been provided in accordance with provisions of this ordinance and/or NPDES permits granted by GA EPD.

(d) Except as otherwise provided in this ordinance, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.

(e) The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated within city of West Point jurisdiction and abutting on any street, alley, or right-of-way, in which there is now located or may in the future be located a public sanitary sewer of the City of West Point, is hereby required at the owner(s) expense to install suitable toilet facilities, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within thirty (90) days after date of official notice to do so, provided that said public sewer is within 200 feet of the septic tank or other on-site sewer holding facility presently serving the house, building or property, or within such other distance as identified or regulated by the County Health Department.

(f) The owners described in Section (e) are hereby required to connect all sinks, dishwashing machines, lavatories, basins, shower baths, bathtubs, laundry tubs, washing machines, and similar plumbing fixtures or appliances to the public sewer, within ninety (90) days after date of official notice to do so, provided, that said public sewer is within 200 feet of the septic tank or other on-site sewer holding facility presently serving the house, building or property, or within such other distance as identified or regulated by the City of West Point.

Sec. 13-32-2 Sewer Connections (Taps)

(a) All sewer taps purchased and installed since 2009 are maintained by the city at the cleanout located at the customer's property line. All sewer taps connected to the West Point sanitary sewer system prior to 2009 are owned by the customer. The point of customer ownership for these pre 2009 taps begin at the sanitary sewer main and terminate on the customers' property. Any/All maintenance required for the pre 2009 taps are the sole responsibility of the customer.

(b) All new sanitary sewer taps require both, a cleanout and backflow preventer which will be located at the customer's property line, or the point of connection determined by the city where certain conflicts prohibit the placement of the cleanout and backflow prevention device to be located at the property line. All new taps will be installed by the city or city's contractor which will consist of all piping and associated material to install the sewer tap from the customers' property line or other point determined by the city, to the city's sanitary sewer main. All sanitary sewer taps installed by the city will be owned and maintained by the city until such time the sewer tap is disconnected by the city. All piping and materials connected to the city's sewer tap at the property line or point determined by the city will be owned and maintained by the owner/user of said sewer tap. All sanitary sewer taps must be paid in full, before sanitary sewer taps will be installed.

Sec. 13-33. Private Sewage Disposal; Permit Required; Compliance with State Requirements.

(a) Where a public sanitary sewer is not available under provisions of section 13-32(d), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section.

(b) Before commencement of construction of a private sewage disposal system other than a septic tank, privy, privy vault, or cesspool for a single-family dwelling, the owner shall first obtain a written permit signed by the City Building Official. The application for such permit shall be made on a form furnished by the city which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the city. A permit and inspection fee shall be paid to the city at the time the application for permit is filed in an amount to be determined from time to time by city council and listed in the schedule of fees and charges maintained in the City Clerk's office.

(c) A permit for private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the city. The city's authorized representative shall be allowed to inspect the work at any/all stages of construction and, in any event, the applicant for the permit shall notify the city when the work is ready for final inspection and before any underground portions are covered. The inspection shall be made within two (2) working days of the receipt of notice by the city.

(d) The type, capacity, location and layout of a private sewage system shall comply with all recommendations of the State Department of Natural Resources or other local or state agencies having jurisdiction. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(e) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the city.

(f) At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in section 13-32(d), a direct connection should be made to the public sewer in compliance with this article, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned, cleaned of sludge, and filled with clean bank-run gravel or dirt within sixty (30) days of notification to do so by the city or other county or state agency having jurisdiction over such matters.

(g) No statement contained in this section shall be construed to nullify any additional requirements that may be imposed by the appropriate state or county regulatory agencies having jurisdiction over such matters.

(Code 1967, § 25-46)

Sec. 13-34. Building Sewers, Connections Requirements.

(a) No person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the city.

(b) There shall be two (2) classes of building sewer permits:

- (1) Residential and commercial service, and
- (2) For service to establishments producing industrial wastes.

In either case the owner or his agent shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the city. A permit and inspection fee for a building sewer shall be paid to the city when the application is filed. Such fee shall be in an amount determined by the city council from time to time and listed in the schedule of fees and charges maintained in the City Clerk's office.

(c) All costs and expenses incident to the installation and connection of the building sewer to the property line shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(d) A separate and independent building sewer shall be provided for every building. Where one (1) building stands to the rear of another on a single lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway, the city may grant permission for the building sewer from the

front building to be extended to the rear building and the whole considered as one building sewer, upon a showing by the applicant that it is not feasible that the two (2) buildings so connected will ultimately be on separate building lots.

(e) Old building sewers may be used in connection with new buildings only when they are found on examination and test by the city to meet all of the requirements of this article.

(f) The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

(g) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement or first floor. No building sewer shall be made parallel to or within three 3 feet of any bearing wall, which might thereby be weakened. The depth shall be sufficient to afford protection from live loads (automobiles, etc.) which may be superimposed. The building sewer shall be made at uniform grade and in straight alignment insofar as possible. The building sewer shall be constructed to such point as directed by the city.

(h) No person shall maintain or make a connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(i) Before any underground portions thereof are covered, the applicant of the building sewer permit shall notify the city when the building sewer is ready for inspection and connection to the public sewer. The connection thereof shall be made to the public sewer by an authorized representative of the city and only after inspection.

(l) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(k) The Director shall keep a permanent and accurate record of the location depth, and direction of all new sewer connections, including such land marks as may be necessary to make an adequate description.

(Code 1967, § 2547)

Sec.13.35. Use of Public Sewers; Prohibited Discharges; Requirements.

(a) No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, or subsurface drainage into the sanitary sewer.

(b) No person shall discharge or cause to be discharged any of the following waters or wastes to any public sewers.

- (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals to create a public nuisance, or to create any hazard in the receiving waters in the sewage treatment plant.
- (3) Any waters or wastes having a pH less than 6.0 or greater than 9.0 or containing heavy concentrations of salts or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- (4) Solids or viscous substances in quantities or of such size capable of causing obstruction in the flow of sewage or other interference to the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing's, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(c) No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely, in the opinion of the Director, that such wastes can harm either the sewers, sewage treatment process, or equipment having adverse effect on the receiving stream or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the Director will give consideration to such factors as the quantities of subject wastes in relation to flows, and velocities in the sewers, materials on construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- (1) Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit or sixty-five (65) degrees Celsius.
- (2) Any water or waste containing *fats*, wax, grease or oils whether emulsified or not in excess of one hundred (100) mg or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit or zero (0) to sixty-five (65) degrees Celsius.
- (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-quarters horsepower or greater shall be subject to the review and approval of the city.
- (4) Any waters or wastes containing strong acid, iron pickling wastes or concentrated plating solutions whether neutralized or not.
- (5) The following table lists concentration ranges that are acceptable to the City of West Points sewer system and does not cause harm to the POTW;

Ammonia.....	15 mg/l
Total Phosphorus.....	10 mg/l
Tin.....	0.05 mg/l
Chromium (III).....	1.0 mg/l
Lead.....	0.05 mg/l
Zinc.....	0.30 mg/l
Copper.....	0.5 mg/l
Nickel.....	1.0 mg/l
Cyanide.....	0.1 mg/l
Cadmium.....	0.17 mg/l

Upon providing notice to affected persons, the city may impose concentration ranges and maximum concentrations in addition to, or in place of, those set forth above. The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the sewage works for the above mentioned conventional pollutants or any other pollutant discharged by a user, where, in the opinion of the Director, such action appears necessary in order for the POTW to achieve or maintain compliance with applicable state or federal standards, or in order for the Director to promote the purposes and policies of this ordinance. Fines can be imposed for repeat violators and those who do not abide by rules set forth within this ordinance.

- (6) Any waters or wastes containing phenols or other taste or odor-producing substances in such concentrations. Exceeding limits which may be established by the city as necessary after treatment of the composite sewage to meet requirements of the state, federal or other public agencies of jurisdiction of such discharge to the receiving waters.
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the city in compliance with applicable state and federal regulations.
- (8) Any waters or wastes having a pH outside of the range of 6.0 to 9.0.
- (9) Materials which exert or cause:
 - a. Unusual concentration of inert suspended solids such as, but not limited to, fuller's earth, lime slurries and lime residues, or of dissolved solids such as, but not limited to, sodium chloride and sodium sulfate.
 - b. Excessive discoloration such as, but not limited to, dye wastes and vegetable tanning solutions.
 - c. The admission into the public sewers of any water or waters having (1) a five-day biochemical oxygen demand greater than two hundred (200) milligrams per liter, (2) containing more than two hundred (200) milligrams per liter of

suspended solids, (3) having an average daily flow greater than 5.0 percent of the average daily sewage flow to the plant shall be subject to the review and approval of the Director. Where necessary, in the opinion of the city, the owner shall provide at his expense such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to two hundred (200) milligrams per liter and the suspended solids to two hundred (200) milligrams per liter, (2) reduce objectionable characteristics or constituents to within the maximum limits provided, or (3) control the quantities and rates of discharge of such water or wastes. Plans and specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Director and no construction of such facilities shall be commenced until said approval is obtained in writing.

d. Unusual volume of flow or concentrations of wastes constituting slugs.

(10) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of state or federal agencies having jurisdiction over discharge to the receiving waters.

(d) If any waters or wastes are discharged or are proposed to be discharged to the public sewers which waters contain the substances or possess the characteristics enumerated in subsection (c) above, which in the judgment of the Director may have a harmful effect upon the sewage works, processes, equipment, or receiving water, or which otherwise create a hazard to life or constitutes a public nuisance, the city may:

(1) Reject wastes.

(2) Require pretreatment to an acceptable condition with discharge to the public sewers.

(3) Require control over the quantities and rates of discharge.

(4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges, under the provision of subsection (i) below.

If the city permits the pretreatment or equalization of waste flows, the design and installation of the plant and equipment shall be subject to the review and approval of the city and subject to the requirements of all applicable codes, ordinances and laws.

(e) Grease, oil, and sand interceptors shall be provided when, in the opinion of the city, they are necessary for the proper handling of liquid wastes containing grease in excess amounts or any flammable wastes, sand, or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the city and shall be located so as to be readily and easily accessible for cleaning and inspection. All interceptors shall be supplied and properly maintained continuously in satisfactory and effective operation by the owner at his expense.

(f) Where preliminary treatment for flow-equalizing facilities is provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the

owner at his expense.

(g) It shall be required by the city that the owner of any property serviced by a building sewer carrying industrial wastes install a suitable control manhole. When deemed necessary, the Director may require additional meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the waste. Such manhole shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Director. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

(h) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this division shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater." published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at such control manhole. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards of life, limb and property.

(i) No statement contained in this section shall be construed as preventing any agreement or arrangement between the city and any industrial concern whereby industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the industrial concern.

(Code 1967, § 25-48)

Sec. 13.36. Scavenger Wastes

(a) The city will not allow for discharge of scavenger wastes into the City of West Point Sewage System. "Scavenger wastes" shall mean putrid or offensive matter, or the contents of all privies, septic tanks and cesspools. All other materials and substances, chemicals or chemical compounds and/or industrial wastes will not be permitted to be discharged into the City of West Point Sewage System.

Sec. 13-37. Powers, Authority of Inspectors; Right to Enter Premises.

(a) The Director and other duly authorized employees of the city shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this article. The city shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industries, beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(b) While performing the necessary work on private properties referred to in subsection (a) above, the Director or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the city employees. The city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging, sampling operations, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in section 13-

35(g).

(c) The Director and other duly authorized employees of the city shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within the easement. All entry and subsequent work, if any, on such easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Code 1967, § 25-50)

Sec. 13-38. Protection of Sewage Works from Damage.

No unauthorized person shall maliciously, wilfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the sewage works. Any person violating this provision may be subject to immediate arrest under charge of Tampering with Utilities OCGA 16-7-25.

Sec. 13-39. Penalties.

(a) Any person found to be violating any provision of this division, except section 13-38, shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

(b) Any person who shall continue any violation beyond the time limit provided for in subsection (a) above shall be guilty of a misdemeanor and, on conviction thereof, shall be punished in accordance with the provisions of section 1-14. Each day in which such violation shall continue shall be deemed a separate offense.

(c) Any person violating any of the provisions of this article shall become liable to the city for any expense, loss, or damage occasioned the city by reason of such violations. (Code 1967, § 25-52)

Sec. 13-40. Grievances and Arbitration.

(a) Upon formal request by the sewer user, the city council may hear any required arbitration of differences or grievances between the sewer user and the city on matters concerning interpretation and execution of the provisions of this article.

(b) If deemed appropriate by the city council, an independent hearing board may be appointed for arbitration purposes. Such board shall consist of at least three (3) persons, one (1) of which shall be a lawyer and the other two (2) shall have technical knowledge of the provisions of this article. The cost of arbitration shall be equally divided between the city and the sewer user.

(Code 1967, § 25-53)

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

March 4, 2014

VIA EMAIL

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

**RE: Disposition of Property
Small Parcels**

Dear Ed:

We recently discussed West Point's potential sale of property on 6th Street to Anita Jones, the owner of those parcels adjoining the City lot. You also forwarded a previous West Point resolution which was used in 2007 under somewhat similar circumstances.

As you are well aware, state law generally requires city property be sold by public bid, subject to a number of exceptions. One of those exceptions, referenced in your 2007 resolution, is O.C.G.A. § 36-37-6(g). This subsection allows for the sale of narrow strips of land "so shaped or so small as to be incapable of being used independently as zoned" to adjoining property owners without public bid.

Importantly, however, subsection (g) requires that such conveyance be pursuant to "such terms and conditions as set out by ordinance."

While West Point is certainly not the first city I have represented which has taken advantage of this exception without having an authorizing ordinance, the current circumstances may provide the perfect opportunity to consider adopting such a simple ordinance.

Reviewing a few examples from other local governments, I have prepared the attached ordinance language for your review and consideration. The proposed language simply (a) describes the circumstances under which the sale is allowed, per state law; (b) clarifies that the City negotiates acceptable terms, which are formally authorized by the Mayor and Council; and (c) allows for conveyances to be by quitclaim deed, with appropriate easement reservations, and that costs be borne by the purchaser.

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

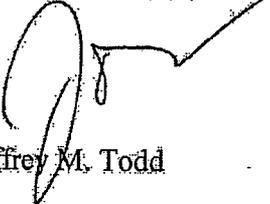
Mr. Ed Moon, City Manager
CITY OF WEST POINT
March 4, 2014
Page 2 of 2

I look forward to hearing from you after your review.

With best regards, I am

Very truly yours,

LEWIS, TAYLOR & TODD, P.C.



Jeffrey M. Todd

JT/atb
Enclosure

Sec. _____. Sale of parcels of property too small to be used independently.

(a) The mayor and council is hereby authorized to sell and convey parcels of property owned by the city which are narrow strips of land, so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision or other development ordinances or as streets, whether this property is owned in fee by the city or has been obtained by grant of easement. The property may be sold to abutting property owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner's property. Such sales shall not require the use of the process of an auction or solicitation of sealed bids. However, for any such sale each abutting property owner shall be notified of the availability of the property and shall have an opportunity to present a proposal of purchase for said property to the city.

(b) Upon receipt of any such proposals from any abutting property owners, the city shall be authorized to negotiate with such property owners, and the city council shall by resolution authorize the sale of any such property and establish the terms of such sale.

(c) All conveyances shall be by quitclaim deed, with any appropriate easement reservations for future or current city utilities. The cost of deed preparation, surveying and plat preparation, if any, and all other fees shall all be borne by the purchaser.



March 19, 2014

Agenda Item: *Residences as Permitted Uses in the Central Business District (CBD) – Amend Section 11.1(p) in the Zoning Ordinance*

Purpose: The amendment to Section 11.1(p) in the Zoning Ordinance is needed to allow greater flexibility in the range of residential choices in the Central Business District zoning district.

Background: At the February Planning Board meeting, staff introduced the idea of adding some flexibility regarding residential uses in the Central Business District. In Section 11.1(p), the Zoning Ordinance currently states under *Uses Permitted* in the CBD zoning district that "**Residences - apartments and condominiums above commercial storefront**" are allowed. Staff believes that in some cases, quality residential development (such as possible dorms for Point University) can still be achieved with a design other than solely "above the commercial storefront."

After taking into account comments from the February Planning Board meeting, staff presented revised language to the Planning Board at the March meeting. The Planning Board approved the following language at the March meeting (with a unanimous vote) in its entirety to replace the current language in Section 11.1(p) – "*Residences – apartments and condominiums above commercial storefront. All other residential uses shall be approved by Council. Council shall be provided information on density, parking, and overall impact from the applicant.*"



EXHIBIT A

Section 11.1(p). Residences as Permitted Uses in the Central Business District (CBD) zoning district (Zoning Ordinance – Appendix A)

Section 11. CBD - Central Business District – (C-2, downtown).

General Purpose and Description.

The intent of the CBD district (C-2 downtown) is to recognize and protect the historic and current vital core of the city; to foster its continued existence as a commercial center for business, government and service enterprises for the whole community; to encourage development of this district as a shopping, dining and activity center for residents, tourists and the surrounding region; and to reinforce its small town architecture, character, and feel, and its pedestrian atmosphere, scale and movement by grouping specialized uses which benefit from close proximity to each other and by fostering full utilization of existing structures and infrastructure.

1. Uses permitted: A building or premises shall be used only for the following purposes:

- (a) Antiques Shops
- (b) Bakery
- (c) Banks/Financial Institutions
- (d) Beauty/Barber Shops
- (e) Churches – Council approval
- (f) Department Stores – clothing, shoes, apparel and accessory, etc.
- (g) Drug Stores
- (h) Florists
- (i) Furniture Stores
- (j) Jewelry Stores
- (k) Laundry/Dry Cleaning Service
- (l) Movie Theaters
- (m) Personal Services/Miscellaneous
- (n) Professional Offices – accounting, insurance, lawyer, medical, real estate, etc.
- (o) Restaurants, delicatessens, cafes, grilles, coffee shops and other eating establishments

- (p) Residences – apartments and condominiums above commercial storefront. All other residential uses shall be approved by Council. Council shall be provided information on density, parking, and overall impact from the applicant.
- (q) Vehicles for hire – taxi and limousine
- (r) Other commercial uses that, in the opinion of the Planning Director, are similar in nature to those listed above (unspecified use).

2. Area and dimensional regulations. The area and dimensional regulations set forth in Section 16 shall be followed.

3. Accessory buildings, structures and uses. Accessory buildings, structures and uses are permitted in the CBD (C-2 downtown) with the conditions set forth in Section 20.

4. Parking. All new development or existing businesses within the CBD are exempt from the parking requirements outlined in Section 18.

5. Street Presence and Storefront Development. All new development in the CBD shall utilize the storefront pattern or provide a building façade and sidewall along the street right-of-way.



March 18, 2014

Agenda Item: 818 3rd Avenue - Church

Request: Bruce Gunn with Restoration Ministries has met with staff and is requesting permission from the Council to establish a Church at 818 3rd Avenue.

Approval Required: The subject property is located in the *Central Business District (CBD)* zoning district. According to the Zoning Ordinance, Churches are a permitted use with Council approval. Please see the attached letters of request (and supporting details) from the applicant. The attached letters address two issues in particular that often accompany similar types of cases: hours of operation and parking.

Restoration Ministries
203 Woodfield Circle
LaGrange GA 30240
Pastor Bruce Gunn
706.594.2703

Dear Council Members

My name is Bruce Gunn and I am sending this request asking you to consider allowing me to lease space at 818 3rd Avenue West Point Georgia to birth a church/teaching ministry. I hope with this opportunity you will see my strong involvement in the community, public and other church activities. I am passionate about the future of our youth, seniors, and the community as a whole. I look forward to working with you in the future.

Thank you for your consideration.

Sincerely,

Bruce Gunn

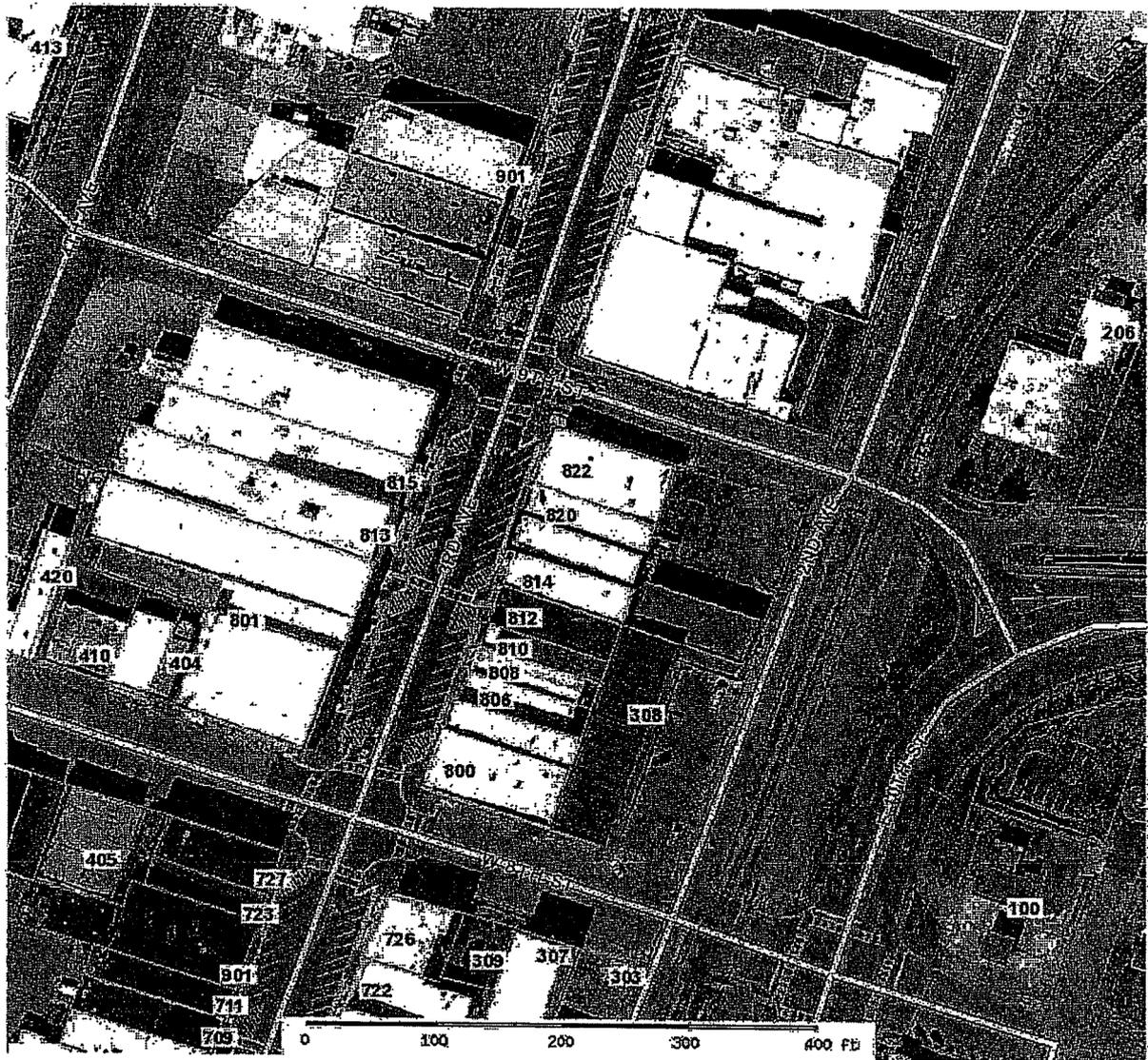
Restoration Ministries
203 Woodfield Circle
LaGrange GA 30240
Pastor Bruce Gunn
706.594.2703

Dear Council Members

The name of the ministry is Restoration Ministries House of Worship. The church hours are Sunday from 10:00 am until 1:00 pm and Wednesday evening at 7:00 pm. I don't anticipate any parking issues, being that most merchants are closed during ministry hours. The goal of Restoration is to serve the community with compassion, integrity, and respect. Initially, we will begin by teaching the uncompromised word of God. Secondly, by assisting the seniors and youth in needs defined by the community and each individual circumstance. The sole vision is to revive, restore and refresh physically, mentally and spiritually to empower and encourage independence by the word of God.

Sincerely,

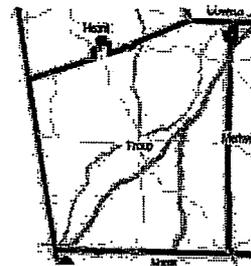
Bruce Gunn



Troup County Assessor

Parcel: 0943W008004 Acres: 0.06

Names:	THIRD AVENUE PROPERTIES, LLC	Land Value:	\$6,320.00
Site:	818 9RD AVE	Building Value:	\$22,120.00
Sale:	\$20,000 on 03-20-10 Reason=FM Chg=C	Misc Value:	\$0.00
Mail:	1791 O G SKINNER DR WEST POINT, GA 31833	Total Value:	\$28,440.00



The Troup County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for this data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TROUP COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--

Date printed: 03/19/14 08:18:43



March 19, 2014

Agenda Item: *Commercial/Office Uses in the General Commercial (CGN) zoning district – Amend Section 12.1(a) in the Zoning Ordinance.*

Purpose: The amendment to Section 12.1(a) in the Zoning Ordinance is needed to allow for *Bed and Breakfast establishments* in the General Commercial (CGN) zoning district.

Background: At the March Planning Board meeting, staff proposed amending this section to allow for *Bed and Breakfast establishments* in the General Commercial District (CGN) zoning district. Staff explained that there has been recent interest in the subject of *Bed and Breakfast establishments* within certain commercial areas of the City. Staff indicated that these establishments are appropriate for areas zoned General Commercial (CGN) and that there are homes in the City within this zoning classification that would have potential as a *Bed and Breakfast establishment*. Staff added that in comparison to other uses allowed in this zoning classification, a *Bed and Breakfast establishment* is much less intense.



EXHIBIT A

Section 12.1(a). Commercial/Office Uses in the General Commercial (CGN) zoning district (Zoning Ordinance – Appendix A)

Section 12. CGN – General Commercial District (C-1 & C-2).

General Purpose and Description.

The intent of the CGN - General Commercial District is to encourage the productive and efficient use of land resources, to promote economic development and tourism, to enhance property values and the city's tax base, to ensure high quality site and architectural design in commercial development, and to assist in implementing the goals, objectives and policy statements of the comprehensive plan.

1. Uses permitted: A building or premises shall be used only for the following purposes with the exception of property zoned C-1 or C-2 prior to March 12, 2007 which has the ability to abide by the CGN or MXD-1 requirements.

(a) Commercial/Office Uses:

- (1) Antique Shops
- (2) Amusement Centers
- (3) Appliance Stores
- (4) Automobile Sales, new cars (used cars – accessory use to new car sales only)
- (5) Bakery
- (6) Banks/Financial Institutions
- (7) Beauty/Barber Shops
- ~~(8) Bed and Breakfast establishments~~
- (9) Billiard Parlors
- (10) Bookstore
- (11) Car Wash – (accessory use to convenience store only)
- (12) Child Day Care Center
- (13) Convenience Stores – fuel pumps allowed
- (14) Death Care Services – without crematories
- (15) Department Stores – Clothing, shoes, apparel and accessory, etc.
- (16) Drug Stores

- (17) Electronic Stores
- (18) Florists
- (19) Furniture Stores
- (20) Grocery Stores
- (21) Health, Athletic and Physical Fitness Centers
- (22) Jewelry Stores
- (23) Hotels
- (24) Laundry/Dry Cleaning Service
- (25) Movie Theaters
- (26) Personal Services/Miscellaneous
- (27) Professional Offices – accounting, insurance, medical, real estate, etc.
- (28) Recreation Facilities - indoor
- (29) Recreation Facilities – outdoor (requires Council approval)
- (30) Restaurants, delicatessens, cafes, grilles, coffee shops and other eating eating establishments
- (31) Shopping Centers
- (32) Vehicles for hire – taxi and limousine
- (33) Veterinarian Clinic – small animal (no outside runs or pens)
- (34) Other commercial uses that, in the opinion of the Planning Director, are similar in nature to those listed above (unspecified use).

(b) Other uses – (shall be approved by Council)

- (1) Arts and Cultural Facilities
- (2) Convention, Meeting and Banquet Facilities
- (3) Elementary and Secondary Schools
- (4) Public Facilities – post office, government offices, police and fire precincts, health dept.
- (5) Golf courses – public or private
- (6) Churches

2. Location of CGN Districts. New CGN Districts are most appropriately located adjacent to existing CGN districts between other commercial districts and uses and other lower impact districts. CGN districts should be located at intersections of streets, along major arterial roads and well served by major through transportation routes.

3. Area and dimensional requirements. The area and dimensional regulations set forth in Section 16 shall be followed.

4. Accessory buildings, structures and uses. Accessory buildings, structures and uses are permitted in the CGN district with the conditions set forth in Section 20.

5. Parking. All parking, loading and circulation areas shall be paved, curbed, guttered and striped. Parking requirements are outlined in Section 18.



March 19, 2014

Agenda Item: *Standards for Telecommunications Facilities* = Establish a new Section 20A in the Zoning Ordinance

Purpose: The creation of a new Section 20A in the Zoning Ordinance is needed to establish *Telecommunications Facilities* guidelines for the City of West Point. The Mayor and Council approved this adoption at the March 10, 2014 regular meeting. However, the required public hearing was not held at the March 6, 2014 Work Session. Since that time, staff ran another ad for a public hearing to be held at the April 10, 2014 Work Session.

Background: The Planning Board and staff discussed this topic at the January 7, 2014 meeting of the Planning Board. Staff explained the telecommunications-related elements and answered questions. The Planning Board approved the amendment with a unanimous vote at their February 3, 2014 meeting.

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WEST POINT, GEORGIA TO AMEND THE CODE OF THE CITY; TO AMEND THE ZONING ORDINANCE SO AS TO REGULATE THE PLACEMENT OF TELECOMMUNICATIONS TOWERS AND ANTENNAE WITHIN THE JURISDICTIONAL LIMITS OF THE CITY; TO ESTABLISH PROCEDURES AND CRITERIA FOR OBTAINING A PERMIT TO BUILD A TELECOMMUNICATIONS TOWER OR AFFIX ANTENNA; TO PROVIDE DEFINITIONS AND EXCLUSIONS; TO DEFINE THOSE ZONING CLASSIFICATIONS IN WHICH PARTICULAR TELECOMMUNICATIONS FACILITIES SHALL BE ALLOWED; TO ESTABLISH PREFERRED LOCATION SITES; TO PROVIDE REQUIREMENTS AND APPLICATION PROCEDURES; 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 inserting within the zoning ordinance a new Section 20A. to read as follows:

"Section 20A. Standards for Telecommunications Facilities.

1. *Purpose.* The Telecommunications Act of 1996 affirmed the City of West Point's authority concerning the placement, construction, and modification of Towers, Antennas, and the facilities whereon such Towers or Antennas are located. This section is designed and intended to balance the interests of the residents of the City of West Point, Georgia, telecommunications providers, and telecommunications customers in the siting of Telecommunications Facilities within the City of West Point, Georgia, so as to protect the health, safety, and integrity of residential neighborhoods, and to foster, through appropriate zoning and land use controls, a competitive environment for telecommunications carriers that does not unreasonably discriminate among providers of functionally equivalent personal wireless services. This section shall not prohibit, or have the effect

of prohibiting, the provision of personal wireless services. This section is intended to promote the City of West Point, Georgia, as a proactive City in the availability of personal telecommunications service. To that end, this section shall:

- (a) Provide the appropriate location and development of Telecommunications Facilities within the City of West Point, Georgia;
- (b) Protect the City of West Point, Georgia's built and natural environment by promoting compatible design standards for Towers;
- (c) Minimize adverse visual impacts of Towers through careful design, siting, and landscape screening;
- (d) Avoid potential damage to adjacent properties from Tower or Antenna Failure through engineering and careful siting of Towers and Antennas;
- (e) Maximize use of any new and existing Towers through co-location so as to minimize the need to construct new Towers and minimize the total number of Towers throughout the City of West Point, Georgia;
- (f) Maximize and encourage use of alternate Tower structures as a primary option rather than construction of additional single-use Towers; and
- (g) Encourage and promote the location of new telecommunications activities in areas which are not zoned for residential use.

2. *Definitions.* As used in this section pertaining only to Standards for Telecommunications Facilities, the following terms shall have the meanings ascribed below:

Accessory Facility or Structure. An accessory facility or structure serving or being used in conjunction with Telecommunications Facilities, and located on the same property or lot as the Telecommunications Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets.

Applicant. Any Wireless service provider submitting an Application for a Telecommunications Facility.

Application. All necessary and appropriate documentation that an Applicant submits in order to receive a permit for a Telecommunications Facility.

Antenna. A system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.

Board of Adjustment. The appointed Board of Adjustment of the City of West Point, Georgia, authorized to hear and decide tower permit applications and any other duties as determined by the Ordinance.

Camouflage or Stealth. Disguising a Tower or Telecommunications Facility so as to make it less visually obtrusive and not recognizable to the average person as a Telecommunications Facility.

City. Means West Point, Georgia.

Co-location. The use of an existing Tower or structure to support Antenna for the provision of wireless services.

Coverage Zone. The area in which a wireless device can receive service.

FAA. The Federal Aviation Administration, or its duly designated and authorized successor agency.

FCC. The Federal Communications Commission, or its duly designated and authorized successor agency.

Governing Authority. The Mayor and City Council of West Point, Georgia.

Guy Tower. A tower supported, in whole or in part, by guy wires and ground anchors.

Height. When referring to a Tower or structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightning protection device.

Lattice Tower. A guyed or self-supporting open frame structure that has three or four sides used to support telecommunications equipment.

Monopole Tower. A structure consisting of a single spire or pole, constructed without guy wires or ground anchors, used to support telecommunications equipment.

Nonconforming Structure. See definition of Nonconforming Use.

Nonconforming Use. Any facility/structure or land lawfully occupied by a use at the time of passage of this section or amendment thereto which does not conform after the passage of this section or an amendment thereto with the use regulations of the district in which it is situated.

Nonresidential Zoning District. CBD, CGN, CHV, I-1, or I-2 zoning districts.

Ordinance. The City of West Point Zoning Ordinance.

Person. Any individual, corporation, estate, trust, partnership, joint stock company, association of two (2) or more persons having a joint common interest, or any other entity.

Repairs and Maintenance. The replacement or repair of any components of a Telecommunications Facility where the replacement is materially identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without the addition, removal or change of any of the physical or visually discernable components or aspects of a wireless facility that will add to the visible appearance of the facility as originally permitted.

Residential Zoning District. R-1A, R-1, R-2, RPUD-1, and MXD-1 zoning districts.

Section. Section 20A of the City of West Point Zoning Ordinance entitled *Standards for Telecommunications Facilities*.

Separation. The minimum horizontal distance between two Towers.

Setback. The minimum horizontal distance between the lot or property line and the nearest front, side, or rear line of the facility/structure (as the case may be), or any covered projection.

Staff. The staff of the Department of Community Development of West Point, Georgia.

State. The State of Georgia.

Telecommunications. The transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.

Telecommunications Facility. A Tower, Antenna, or any and all buildings, structures, or other supporting equipment used in connection with a Tower or Antenna.

Tower. Any structure designed primarily to support an Antenna for receiving and/or transmitting a wireless signal.

Variance. A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section.

3. *General requirements for a Tower:*

- (a) The height limitations set forth in this Ordinance applicable to buildings and structures shall not apply to Towers which shall be governed by this section.
- (b) If a Tower is to be erected in an I-1 or I-2 zoning district and meets the requirements found in this section, Staff can process the building permit application.

If a Tower is to be erected in a zoning district other than I-1 and I-2, a tower permit must be obtained from the Board of Adjustment. In addition to standards required in this section, the following standards shall be considered by the Board of Adjustment prior to the approval of a permit for a tower:

- (1) Height of the proposed Tower.
- (2) Proximity of the Tower to residential structures and residential zoning districts, historical districts, parks, and designated nature preserve areas.
- (3) Nature of the uses on adjacent and nearby properties.
- (4) Surrounding topography.
- (5) Surrounding tree coverage and foliage.

- (6) Design of the Tower structure, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.
 - (7) Availability of suitable existing Towers and other structures for co-location as defined in this section.
- (c) All new Towers or Antennas shall obtain a building permit prior to the construction or placement of such structures or facilities. A building permit shall not be approved for such Towers without prior approval of a tower permit if so required by this ordinance.
- (d) The application for a Tower shall include, but not be limited to, the following information:
- (1) A survey site plan drawn to scale by a professional licensed by the State of Georgia showing all property lines with dimensions, location of existing buildings and other structures, topography, location of setback lines or other dimensional requirements, proposed Tower location, Tower height, location of accessory structures to the Tower, proposed landscaping, neighboring uses, north arrow, and property street number;
 - (2) The coverage zone of the proposed Tower;
 - (3) A report, documented by the submission of a certification by a qualified engineer licensed by the State of Georgia, showing evidence of an engineering nature which demonstrates that no existing Tower or structure can accommodate the proposed Antenna(s). Said report shall include, but not be limited to, the following information:
 - i. No existing Towers or structures are located within the geographic area required to meet applicant's engineering requirements;
 - ii. Existing Towers or structures are not of sufficient height to meet applicant's engineering requirements;

- iii. Existing Towers or structures do not have sufficient structural strength to support applicant's proposed Antenna and related equipment;
- iv. The applicant's proposed Antenna would cause electromagnetic interference with the Antenna on the existing Towers or structures, or the Antenna on the existing Towers or structures would cause interference with the applicant's proposed Antenna;
- v. The fees, costs, or contractual provisions required by the owner in order to share an existing Tower or structure or to adapt an existing Tower or structure for sharing are unreasonable (costs exceeding new Tower development are considered to be unreasonable); or
- vi. The applicant demonstrates that there are other limiting factors that render existing Towers and structures unsuitable; and

(4) A report by a professional licensed by the State of Georgia explaining the process by which the subject site was chosen.

- (e) Shared usage of Towers and Antennas is encouraged, and Towers shall be designed to accommodate at least one (1) other entity to co-locate on such Towers.
- (f) Accessory Facilities or Structures shall be limited to the restrictions described in the definition of Accessory Facilities or Structures found in the Definitions of the section.
- (g) All Towers shall be equipped with an anti-climbing device to prevent unauthorized access and such Towers and related Accessory Facilities or Structures shall be enclosed by security fencing not less than six (6) feet in height.
- (h) At the time of application for a building permit, the plans for the construction of a Tower shall be certified by an independent registered structural engineer licensed by the

State of Georgia as meeting all current safety and design standards of all applicable codes.

- (f) Towers are encouraged to locate in nonresidential areas where possible. Towers shall not be permitted within a single-family residential zoning district unless the applicant can show that the denial of a permit in such a location will cause a significantly harmful and permanent degradation of service which cannot be overcome by any other means including planned or potential locations which would provide the same or similar coverage or capacity.
- (g) Towers shall not be permitted in the CBD zoning district or any designated Historic District.
- (k) Lattice and Guy Towers shall be permitted only within the I-1 and I-2 districts.
- (l) Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the Federal Aviation Administration, Federal Communications Commission, or other applicable federal or state agency, be painted a neutral color or painted to match the existing structure so as to reduce visual obtrusiveness.
- (m) Towers shall not be artificially lighted unless required by the Federal Aviation Administration, Federal Communications Commission or other state or federal agency of competent jurisdiction. If lighting is required, the staff may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views.
- (n) Towers shall not exceed a height required for a safe approach to any nearby airport as set forth by the Federal Aviation Administration.
- (o) If upon inspection or upon receipt of an engineer's report, the Building Official determines that an Antenna or Tower has not been utilized by any communications service provider for any communications-related purpose for a continuous period of twelve (12) consecutive months, such Antenna or Tower shall be considered abandoned and the owner shall remove the same within ninety (90) days of receipt of written notice from the city. If the Antenna or Tower is not removed within said ninety (90) days, the city

may proceed with removal of such Antenna or Tower and place a lien upon the property for the costs of such removal.

- (p) No advertising or signage is permitted on the Tower other than warning or equipment information.

4. *Action on Application; Appeals.*

- (a) The Board of Adjustment shall approve or deny an application for a tower permit within one hundred fifty (150) days of submission of a complete application. Any decision denying a request to place, construct or modify a telecommunications facility shall be in writing and supported by evidence contained within a written record.
- (b) Any applicant aggrieved by the decision of the Board of Adjustment under this ordinance may seek judicial review by filing for a writ of certiorari in the Superior Court of Troup County within thirty (30) days of the decision.

5. *General Requirements for a Co-location.* The applicant must submit two sets of accurate drawings including a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation including, but not limited to, the method of construction and attachment to the building or structure. Plans for Antenna construction shall be certified by an independent, registered structural engineer in the State of Georgia as meeting all current safety and design standards of all applicable federal, state, and city codes. The City shall approve or deny an application for a building permit for co-location within sixty (60) days of the filing of a complete application.

6. *Tower Setbacks, Height, and Separation.*

- (a) *Setbacks.* Towers erected in any zoning district shall be set back a distance equal to the full vertical height of the Tower from all adjoining property lines of a nonresidential zoning district and a distance of twice ($\times 2$) the height of the Tower from all property lines which adjoin a residential zoning district or any residential structure. For purposes of determining whether the installation of a Tower complies with setback requirements, the dimensions of the entire lot shall control, even though the

Tower may be located on leased parcels within such lots.

- (b) *Height.* Towers shall be limited to a height of two hundred (200) feet in an I-1 or I-2 zoning district, one hundred fifty (150) feet in a CGN or CHV zoning district, and one hundred twenty (120) feet in a R-1A, R-1, R-2, RPUD-1, and MXD-1 zoning district.
- (c) *Separation.* Towers shall be separated a distance equal to one-quarter ($\frac{1}{4}$) of a mile. (Excludes such Towers erected in the I-1 or I-2 zoning districts).

7. *Landscaping requirements.* Where adequate existing vegetation is not present, as determined by the city, Towers located in all zoning districts other than I-1 and I-2 shall have the base of the Tower and any Accessory Facilities or Structures to the Tower screened on all sides with a landscaped area having a minimum width of fifteen (15) feet. Said area shall be included in the setback and shall be planted with trees of an evergreen species capable of achieving a minimum height of twenty (20) feet at maturity so as to provide a visual barrier. Required plantings shall be a minimum of five (5) feet in height at the time of planting and placed outside of any required security fencing and shall be regularly maintained by the property owner(s) to ensure that the above objectives and standards are met.

8. *Nonconforming structures.* Any Telecommunications Facility existing on the date of the adoption of this section shall be considered a nonconforming structure and shall be required to follow the standards set forth in Section 23 of the of West Point Zoning Ordinance.

9. *Exemptions.* The following actions shall not require an application for a tower permit from the Board of Adjustment:

- (a) A single Tower seventy-five (75) feet in height or less owned and operated by a federally licensed amateur radio station operator shall be exempt from these requirements. However, the owner or operator of such Antenna shall be required to comply with all applicable city, state, and federal building codes.
- (b) Antennas attached to existing nonresidential structures are exempt from these requirements

except that such Antennas shall meet or exceed Federal Aviation Administration and Federal Communications Commission standards and shall be limited to ten (10) feet in height above an existing structure in the CBD zoning district or any designated Historic District and twenty (20) feet in height above an existing structure in all other zoning districts. Such nonresidential structures shall include buildings, light poles, water towers, church steeples, and other similar structures. Such Antennas shall not be attached to freestanding sign structures. Prior to placement, a building permit shall be obtained. Placement of Antennas or other communications equipment on any nonconforming use shall provide no vested right for continued use of the site should the nonconforming use cease.

- (c) Attachment of additional Antennas or transmission equipment to existing permitted Towers shall be exempt from these tower permit requirements so long as the height of said Tower is not increased; such equipment meets or exceeds Federal Aviation Administration and Federal Communications Commission standards; and a building permit is obtained prior to such attachment.
- (d) A Monopole Tower up to ninety (90) feet in height placed on nonresidential zoned sites shall be exempt from these requirements except that such Towers shall be set back a distance equal to the full vertical height of the Tower from all adjoining property lines of a nonresidential zoning district and a distance of twice ($\times 2$) the height of the Tower from all property lines which adjoin a residential zoning district or any residential structure. Such Towers shall be no closer than one-quarter ($\frac{1}{4}$) mile to any other Tower unless within the I-1 or I-2 zoning district and must obtain a building permit prior to construction.
- (e) Alternative Tower structures such as manmade trees, clock towers, bell steeples, flagpoles, light poles, and similar alternative design mounting structures that camouflage or conceal the presence of Antennas or Towers shall be exempt from these

requirements. Such Towers shall obtain a building permit prior to construction.

- (f) Towers constructed on the governing authority's properties, facilities, or structures shall be exempt from these requirements. Telecommunications Facilities placed upon the governing authority's property shall be governed by a lease agreement between the governing authority and the provider.
- (g) Accessory Facilities or Structures.
- (h) Repairs and Maintenance.

10. *Variances.* Variances from this section may be applied for and granted in the same procedural manner as required by Section 26 of the City of West Point Zoning Ordinance."

SECTION 2:

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3:

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION 4:

This ordinance shall become effective immediately upon its adoption by the City Council.

READ AND ADOPTED _____

ATTEST:

A. Drew Ferguson, IV, Mayor

City Clerk

Joseph R. Downs, III, Councilmember

Gerald W. Ledbetter, Councilmember

Gloria R. Marshall, Councilmember

Sandra Thornton, Councilmember

Steve Tramell, Councilmember

Benjamin F. Wilcox, Councilmember

COMMERCIAL REAL ESTATE
SALES AGREEMENT

THIS COMMERCIAL REAL ESTATE SALES AGREEMENT ("Agreement") is made as of the ____ day of _____, 2014, between RICHARD MATTHEWS, a corporation organized and lawfully operating under the laws of the State of Georgia ("Seller"), and the CITY OF WEST POINT, GEORGIA, a municipal corporation of Troup and Harris Counties, Georgia ("Buyer").

IN CONSIDERATION OF the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale.** Seller agrees to sell and Buyer agrees to buy that certain real estate located in Troup County, Georgia, more particularly described as follows:

All that tract or parcel of land located in Land Lot 284 of the 5th Land District, West Point, Georgia, containing approximately 3.9 acres, more or less, and known according to the tax map numbering system of Troup County as Tax Map Numbers 094-3A-001-013 and 094-3A-001-014, all as more particularly described on Exhibit "A" which is incorporated herein for the purpose of a more complete and accurate description.

2. **Purchase Price.** The purchase price of the Property shall be Two Hundred Fifty Thousand Dollars (\$250,000.00), which shall be paid at Closing in cash, check, certified funds or by wired transfer, as adjusted by any hereinafter specified closing prorations.

3. **Seller's Warranties, Representations, and Agreements.** As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations and warranties to Buyer.

(a) Seller has good and marketable, fee simple title to the Property and at the time of Closing, Seller will convey such title to Buyer, except for (i) zoning ordinances affecting the Property, (ii) taxes not yet due and payable, and (iii) easements of record which do not interfere with the Buyer's intended use of the Property (such exceptions being hereinafter referred to as the

"Permitted Exceptions"). It is agreed that the title herein required to be furnished by the Seller shall be good and marketable in accordance with the laws of the state where the Property is located, as supplemented by any applicable State Bar standards.

(b) All sewer, utility, and surface water drainage systems serving the Property pass directly from a public right of way or other public facility to the Property.

(c) There are no commitments to governmental or quasi-governmental authorities or agencies which relate to zoning affecting the Property and there are no conditions of the Property's zoning which have not been completely fulfilled.

(d) Seller is in full possession of the Property and there are no written leases or possessory rights to the Property held by any other person, unless disclosed on Exhibit "F" attached hereto.

(e) To the best of Seller's knowledge, (i) no radioactive, chemical, or hazardous waste or materials or "hazardous substances" (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980), including without limiting the generality of the foregoing, any "hazardous waste" (as defined in the Resource Conservation and Recovery Act), have been stored, released, treated, or disposed of, or leaked or discharged on or under the Property or moved to it and no portion of the Property has been used as a dump or landfill or consists of filled-in land; (ii) there have been no buried, partially buried, above-ground or other tanks, storage vessels, drums or containers located on the Property, and if there have been any underground storage tank facilities previously located on the Property, the same have been removed in compliance with the closure rules established by relevant federal or state law or regulations; and (iii) there has never been a spill, leak, discharge, emission, escape, leaching or disposal of the contents of any underground storage tank into ground water, surface water or subsurface soils.

(f) Seller shall not sell, encumber, convey, or lease all or any portion of the Property or contract to do so or commit any waste of the Property from the final acceptance date to the Closing.

4. Title Examination and Survey; Suitability.

(a) Buyer shall have the right at any time prior to Closing to examine title to the Property and to advise Seller in writing of any defects or objections affecting title disclosed by such examination. Seller agrees to exercise its best efforts to clear any such defects or objections prior to Closing. If Seller cannot clear such defects or objections, then Buyer may either (i) waive such defects or objections and close the transaction in accordance with the terms of this Agreement, or (ii) terminate this Agreement. Buyer may also, at its expense, commission a survey of the Property from a registered land surveyor upon which to base a legal description of the Property, if Buyer determines, in its discretion, that a more precise and accurate legal description of the Property may be drawn from a survey and the plat thereof. In the event Buyer commissions such a survey, Seller agrees, subject to review and approval by Seller, to convey based upon a legal description drawn from the survey.

(b) This contract is subject to and contingent upon Buyer's determination that the Property is suitable for its intended use. In the event that Buyer determines, in its sole discretion, that the Property is not suitable for its intended purpose, then Buyer shall have the right to declare this contract terminated and each of the parties hereto shall have no further liability or responsibility to the other respecting this contract.

5. Conditions to Closing by Buyer. The obligation of Buyer to consummate the transactions contemplated hereby shall be subject to the satisfaction (or waiver by Buyer) of the following conditions precedent:

(a) All representations and warranties of Seller contained herein shall have been true and correct on the date hereof and on the Closing Date and Seller shall have performed all agreements and covenants to be performed by it at or prior to Closing.

(b) Buyer shall have, in the sole discretion of Buyer (i) completed such inspections, surveys, soil tests, percolation tests, environmental audits, and other tests and studies necessary to determine whether or not the Property is suitable for Buyer's intended use and (ii) determined whether or not the Property is suitable for Buyer's intended use. Buyer or its agents shall have the right and privilege of going on the Property as needed to make such investigations,

inspections and tests as Buyer may deem necessary (and in connection with such inspections and tests Buyer hereby agrees to indemnify Seller and hold Seller harmless from and against any and all claims, demands, losses, administrative proceedings, and expenses (including attorneys' fees) incurred by Seller as a result of any such investigations, inspections and tests performed by Buyer and/or its Agents).

(c) Should any of the foregoing described conditions precedent not be satisfied or waived in writing by Buyer, then Buyer may, at its option, terminate this Agreement by written notice to Seller.

6. Closing; Compliance with Agreement.

(a) The Closing of the transaction contemplated hereby (the "Closing") shall take place at such location as the parties shall agree, but if the parties are unable to agree on such location then the Closing shall take place in the offices of West Point City Hall, 730 1st Avenue, West Point, Georgia, 31833, at such time as the parties shall agree, but in any event no later than sixty (60) days from the final acceptance date, at 3:00 p.m.

(b) The obligations of Seller and Purchaser under this Agreement are expressly conditioned upon the performance, observation and compliance by the other party with all of the covenants, agreements, and conditions required by this contract to be performed, observed and complied with by such party prior to or as of the date of settlement.

7. Delivery at Closing.

(a) At Closing, Seller shall deliver possession of the Property, and deliver the following, which, if a document, shall be duly executed and in recordable form, if intended to be recorded.

(1) General warranty deed conveying fee simple title to the Property, free and clear of all liens, restrictions and encumbrances except the Permitted Exceptions.

(2) Such documents as are reasonably required by Buyer's title insurer as a condition to insuring title to the Property without exceptions, other than the Permitted Exceptions, including Seller's affidavit that no improvements, additions, alterations or repairs whatsoever have been made to the Property by Seller within the last ninety-five (95) days immediately preceding

Closing, or if there have been any such improvements, additions, alterations or repairs that the providers thereof have been paid in full.

(3) Seller's certificate that Seller's representations and warranties set forth herein are true and correct as of Closing.

(4) An affidavit that Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

(5) Seller's affidavit establishing that no amounts are required to be withheld at Closing for state income taxes (and in the event such affidavit is not provided, Seller authorizes the Closing agent or attorney to withhold any applicable amounts from Seller's net proceeds).

(b) The parties hereto authorize any participant in the transaction contemplated hereby to file any informational return required by the Internal Revenue Code of 1986, as amended.

8. **Closing Prorations.** Property taxes and any rents and utility charges shall be prorated as of the date of Closing. If the current year's taxes are not known at the time of the Closing, the proration shall be based upon the previous year's taxes, and Buyer and Seller agree to adjust between themselves any difference in the tax proration after the actual tax bill for the Closing year is available, and this provision shall survive the Closing.

9. **Costs.** Seller shall pay Seller's attorney's fees and all real estate transfer taxes, if any, incident to this transaction. Buyer shall pay the premium, if any, for issuance to Buyer of an ALTA owner's policy of title insurance for the Property without exception for any matter other than the Permitted Exceptions, the cost of any survey which Buyer has elected to commission, all recording fees on recordable documents (except those necessary to clear any liens, restrictions and encumbrances other than the Permitted Exceptions, which shall be paid by Seller), and Buyer's attorney's fees.

10. **Brokers.** Neither Seller nor Buyer is represented in this transaction by a broker and neither will owe a fee for brokerage or similar services.

11. **Documentation.** Within five (5) days of the final acceptance date, Seller shall deliver to Buyer true and complete copies of any existing title policies pertaining to the Property,

copies of any mortgages or security deeds encumbering any portion of the Property, and copies of notes evidencing the indebtedness secured thereby.

12. *Notices.* Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be hand-delivered in person or sent by United States Mail, registered or certified, with return receipt requested, postage prepaid, to the addresses set forth below:

As to Seller: Richard Matthews
95 Hamilton Drive
West Point, Georgia 31833

As to Buyer: City of West Point
ATTN: Ed Moon
P. O. Box 430
West Point, Georgia 30241

Any notice, demand or request served upon the parties in the manner aforesaid shall be deemed sufficiently given and received for all purposes hereunder (1) at the time such notice, demand or request is hand-delivered in person, or (2) the next business day after being deposited with Federal Express or similar overnight courier service or (3) on the second day after the mailing of such notice, demand or request in the manner herein provided. Any party may change the address to which notice to it is to be sent by giving written notice to the other parties of such change.

13. *Possession.* While Buyer shall take possession of the Property at closing, Seller shall have seven (7) days to remove personal property currently stored in the building located on the Property. Any risk of loss for such personal property during such interim period shall be borne by Seller.

14. *Miscellaneous.* No amendment to this Agreement shall be binding unless such amendment is in writing and executed by all parties with the same formality as this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators, executors, and assigns. If any term, covenant, or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be

enforced to the fullest extent permitted by law. Time is of the essence of this Agreement. This Agreement shall be governed in all respects in accordance with the laws of the state in which the Property is located. All rights, powers, and privileges hereunder shall be cumulative with and not restricted to those given by law. If any time limit specified herein expires on a day which is not a regular business day, then such time limit shall be extended through the close of business on the next following regular business day. No failure of any party to exercise any power given hereunder or to insist upon strict compliance by any other party with its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right later to demand exact compliance with the terms hereof. All terms and conditions hereof shall survive Closing. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. On request of either party, both parties shall promptly execute a memorandum of this Agreement, in recordable form, which may then be filed in the office of the Clerk of the superior court of Troup County, Georgia for the purpose of giving notification of the existence of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals on the dates set forth below.



RICHARD MATTHEWS

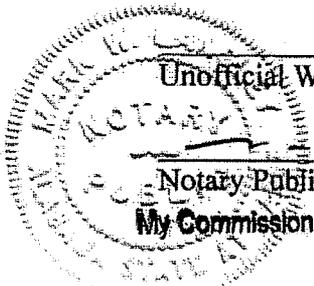
Signed and sealed before me this 20th
day of MARCH, 2014,
in the presence of:

Unofficial Witness



Notary Public

My Commission Expires 8-25-2016



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF WEST POINT, GEORIGIA (SEAL)

BY: _____

ATTEST: _____

Signed and sealed before me this _____
day of _____, 2014,
in the presence of:

Unofficial Witness

Notary Public

EXHIBIT "A"

PARCEL ONE:

All that tract or parcel of land lying north of the right of way of the Atlanta and West Point Railroad and east of the Atlanta and Montgomery Highway (now known as U.S. Highway No. 29) at Miller's Crossing in the City of West Point, Georgia, being more particularly described as follows: Beginning at an iron pin where the east right of way line of the Atlanta and West Point Highway intersects the north right of way line of the Atlanta and West Point Railroad property (the north line of the right of way of the Atlanta and West Point Railroad being at this point parallel to and 200 feet north of the center of the main line of said railroad), and from this iron pin point running N 68° 45' E along the north line of said railroad right of way for 327 feet to an iron stake; thence N 39° 35' E for 203 feet to an iron stake on the southwest side of a public road running between this property and property of the H. W. Miller Estate; then N 61° 42' W, along the southwest side of said public road, for 281½ feet to the east right of way line of the Atlanta and West Point Highway; thence in a Southwesterly, along the east highway right of way line, for 448.1 feet to an iron pin at the starting point. Said property was formerly known as the Finch Estate and is located in Land Lot 284, Fifth Land District, of Troup County, Georgia.

This being the same property which is described in that certain deed which is recorded in Deed Book 68, Page 196, in the Office of the Clerk of the Superior Court of Troup County, Georgia.

PARCEL TWO:

To find the beginning point commence at the intersection of the centerline of the Atlanta and West Point Railroad and the easterly margin of U. S. Highway No. 29, in Land Lot No. 284, Fifth Land District, West Point, Troup County, Georgia, and thence N 22° 47' E along said easterly margin for 69.55 feet to an iron pin for a corner and the POINT OF BEGINNING of the parcel herein described. FROM THIS POINT OF BEGINNING thence continue N 22° 47' E along said easterly margin for 209.0 feet to a concrete right of way monument for a corner; thence N 68° 45' E for 327.0 feet to an iron pin for a corner; thence S 21° 15' E for 150.2 feet to an iron pin located 50 feet from said Atlanta and West Point Railroad centerline for a corner; thence S 68° 45' W and parallel with said centerline for 472.3 feet to an iron pin and the POINT OF BEGINNING.

The above-described parcel is located in Land Lot No. 284, Fifth Land District, West Point, Troup County, Georgia, and contains 1.38 acres. This being the same property which was described in that certain deed from CSX Transportation, Inc. to Georgia-Alabama Supply Co., dated September 20, 1988, of record in Deed Book 524, Page 92, in the Office of the Clerk of the Superior Court of Troup County, Georgia. Said property is conveyed subject to the covenants, reservations, exceptions, and restrictions set forth or referred to in said deed.

The above-described Parcels One and Two were conveyed to Don C. Snowden by deed recorded in Deed Book 874, Page 183, in the Office of the Clerk of the Superior Court of Troup County, Georgia.

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

April 4, 2014

VIA EMAIL

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

RE: Harrell Easement

Dear Ed:

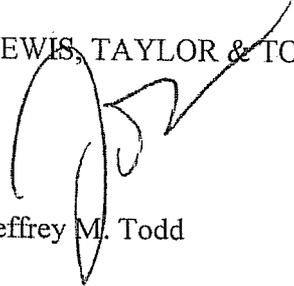
Attached hereto please find what I hope to be the final version of the Harrell easement agreement, the material easement related terms of which you approved long ago. While, as you now, we did not search the title, from the tax card information (with which Curt Johnson concurs) we now have the proper grantors. We have also added as Exhibit "A" a description of the "dominant estate" which is the property for which the sewer capacity is reserved. Of course, we have not searched the title to this either, but simply used the description provided by Curt Johnson.

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

RETURN TO:
Jeffrey M. Todd
LEWIS, TAYLOR & TODD, P.C.
P.O. Box 1027
LaGrange, Georgia 30241

EASEMENT AGREEMENT

STATE OF GEORGIA,
COUNTY OF TROUP.

THIS AGREEMENT made and entered into on this the ____ day of _____, 2014, by and between **ROY WALLACE HARRELL, JR., CURT M. JOHNSON, ROBERT L. JOHNSON, JOHN W. JOHNSON, III, FRANK COLVILLE HARRELL, JR., JOHN STEWART HARRELL and LURA H. HAMMOCK**, hereinafter referred to as "Grantor," and the **CITY OF WEST POINT, GEORGIA**, a municipal corporation of Troup and Harris Counties, Georgia, hereinafter referred to as "Grantee";

WITNESSETH: THAT,

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby give, grant, assign and convey to Grantee, its successors and assigns, an easement as hereinafter defined and delineated:

1.

A permanent and perpetual right, privilege and easement in and to real estate owned by Grantor located in Land Lot 236 of the 5th Land District, Troup County, Georgia, for the purpose of installing, constructing, repairing, removing, reconstructing, reinstalling, using and maintaining a sewage line, having a width of twenty (20) feet, traversing and crossing the real estate owned by Grantor, more particularly described as follows:

Commencing at the Northeast corner of Land Lot 236 of the 5th Land District, Troup County, Georgia thence North 88 Deg 28 Min 47 Sec West, a distance of 641.88 feet, thence North 88 Deg 25 Min 55 Sec West, a distance of 268.83 feet to the POINT OF BEGINNING of Easement 1; Said Easement 1 being a 20 foot wide permanent sewer easement; from said POINT OF BEGINNING South 35 Deg 27 Min 04 Sec East, a distance of 251.08 feet to a point on the westerly margin of a 100 foot wide Georgia Power Transmission Easement; thence along said westerly margin South 04 Deg 21 Min 56 Sec West, a distance of 804.26 feet to the northerly Right of Way of Kia Parkway; thence along said northerly Right of Way South 83 Deg 30 Min 15 Sec West, a distance of 20.36 feet; thence leaving said northerly Right of Way North 04 Deg 21 Min 56 Sec East, a distance of 800.85 feet; thence North 35 Deg 27 Min 04 Sec West, a distance of 258.92 feet; thence South 88 Deg 25 Min 55 Sec East, a distance of 25.05 feet to the POINT OF BEGINNING; said described tract containing 0.486 Acres, more or less.

2.

Grantor does further covenant and agree that, within the limits of the permanent and perpetual easement granted hereby, Grantee shall have the right and privilege to enter upon such easement for the purpose of laying, constructing, operating, maintaining, inspecting, servicing and repairing the aforementioned sewage line and shall also have the right to cut and keep clear all trees, roots, undergrowth and other obstructions with or to such sewage line and the easement area described herein for the proper location, construction and maintenance of such line and which may be necessary for the full use and enjoyment of the rights and easements granted hereby.

3.

As partial consideration for the easement rights granted herein, Grantee agrees to reserve 100,000 gallon per day sewer capacity for the dominant estate of Grantor (the description of which is attached hereto as Exhibit "A"). Such capacity shall be reserved for Grantor, its successors and assigns in connection with said dominant estate. Any future development within said property shall require payment of the then-existing City of West Point sanitary sewer capacity charge and execution of a related sewer capacity reservation agreement with the City of West Point, the purpose of this paragraph being solely to reserve said sewer capacity.

4.

Grantor, and the successors and assigns of Grantor, reserve the right to use the land included within the easement area for any purpose which is consistent with and which does not interfere with the enjoyment and use of the easements granted hereby.

5.

In constructing and placing the sewer line(s) hereinbefore referred to, the work shall be done in a good and workmanlike manner by the Grantee and upon completion thereof, the Grantee shall leave the premises of Grantor in reasonably clean and good condition and will restore the same to the extent that is reasonably possible.

The parties hereto have caused their respective names and seals to be hereunto affixed on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

GRANTOR:

ROY WALLACE HARRELL, JR., by Power of Attorney
Amanda H. Hensley

Signed, sealed and delivered this
____ day of _____,
2014, in the presence of:

Unofficial Witness

Notary Public

CURT M. JOHNSON

Signed, sealed and delivered this
____ day of _____,
2014, in the presence of:

Unofficial Witness

Notary Public

ROBERT L. JOHNSON

Signed, sealed and delivered this
____ day of _____,
2014, in the presence of:

Unofficial Witness

Notary Public

JOHN W. JOHNSON, III

Signed, sealed and delivered this
____ day of _____,
2014, in the presence of:

Unofficial Witness

Notary Public

FRANK COLVILLE HARRELL, JR.

Signed, sealed and delivered this
____ day of _____,
2014, in the presence of:

Unofficial Witness

Notary Public

JOHN STEWART HARRELL

Signed, sealed and delivered this
____ day of _____,
2014, in the presence of:

Unofficial Witness

Notary Public

LURA H. HAMMOCK

Signed, sealed and delivered this
____ day of _____,
2014, in the presence of:

Unofficial Witness

Notary Public

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

GRANTEE:

CITY OF WEST POINT, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
Clerk

Signed, sealed and delivered this
____ day of _____,
2014, in the presence of:

Unofficial Witness

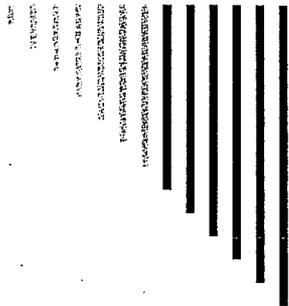
Notary Public

EXHIBIT "A"

All of Land Lots Nos. 235, 236, 223 and 224 that lie North of the Columbus Road in the Fifth Land District of Troup County, Georgia, and containing 562 acres, more or less.

Less and except from the above, however:

- 1) All that tract or parcel of land acquired by condemnation by the State of Georgia for Hwy No. I-85 in 1961 or 1962;
- 2) The following described real estate, to-wit: A tract of land containing 43.8 acres, more or less, located on the Easterly side of Land Lots Numbered 223 and 224, in the 5th Land District of Troup County, Georgia, and being more fully described as follows, to-wit: Commencing at a point which is located at the point of the intersection of the Easterly margin of Land Lot No. 224 with the Northerly right-of-way margin of Georgia S. R. No. 18 for a corner and the starting point of the parcel to be described; FROM THIS STARTING POINT, thence North along the Easterly margin of Land Lots Numbered 224 and 223 for 4725 feet, more or less, to a point for a corner located at the Northeast corner of Land Lot No. 223, which point is also the Southeast corner of Land Lot 222; thence turn to the left in a Westerly direction along the common Land Lot Line between Land Lot 222 and Land Lot 223 for 400 feet to a point for a corner; thence turn to the left in a Southerly direction parallel with the Easterly Land Lot Line of Land Lot 223 and Land Lot 224 for a distance of 4825 feet, more or less, to a point for a corner situated on the Northerly margin of Georgia S.R. No. 18; thence turn to the left in an Easterly direction along the Northerly margin of the right-of-way of Georgia S.R. No 18 for a distance of 412 feet, more or less, to a point for a corner situated on the Easterly margin of Land Lot No. 224 and the STARTING POINT of the property herein described. This being a part of the property conveyed by Evans Harrell to Frank C. Harrell and John W. Johnson, Jr. by a deed recorded in Deed Book 277, Page 31, in the Office of the Clerk of the Superior Court of Troup County, Georgia; and
- 3) All that tract or parcel of land conveyed to the Georgia Department of Transportation by Right-of-Way Deed dated February 20, 2007, recorded in Deed Book 1404, Page 0607, Troup County Records.



INFORMATION



Downtown West Point Development Authority Minutes
February 11, 2014

Present: Joe Hill, Steve Tramell, Bill Nixon, Gus Darden, Steve Wheeler, Lance Francis and Karen Meadows

Joe Hill called the meeting to order. A motion was made by Gus Darden to approve the minutes from the previous meeting.

Steve Tramell presented the treasurer's report, reflecting a beginning balance of \$43,633 and an ending balance of \$66,257.76 after receiving property tax revenue. A motion was made by Gus Darden to approve the treasurer's report.

Committee Reports:

Promotions Committee-No chairman

Joe Hill bought up the Christmas Carnival and reported that a couple of donations/checks were still outstanding.

Economic Restructuring Committee-David Lyons

David Lyons was absent and no report was given.

Economic Design Committee – Buffy Ferguson

Buffy Ferguson was absent and no report was given.

BHT Manager's Report - Cheryl Magby

Cheryl Magby was absent and no report was given.

Old Business:

New Business:

Steve Tramell suggested the Board consider hiring the services of consultants Billy Parrish and Kirby Glaze to help members discover ways the downtown area may be improved and expanded. Steve estimated the cost of consultation to be approximately \$3,800. He also handed out brochures on BillyParrish Consulting.

Joe Hill stated the Humane Society would like to use the Downtown Development Authority's park for a dog walk and photo opportunity area. Bill Nixon made a motion the Humane Society be allowed to use the park and it was seconded by Steve Wheeler.

Joe Hill reminded those who had not attended basic training for Downtown Development Authorities that it is a requirement and the Authority will cover the cost of the training.

Joe adjourned meeting. The next meeting will be March 11, 2014 at 8:00am.

Submitted by Karen Meadows, acting recording secretary

Downtown West Point Development Authority Minutes
March 11, 2014

Present: Joe Hill, Steve Tramell, April Ross, Gus Darden, Drew Ferguson, Bill Nixon

Joe Hill called the meeting to order. Motion by Drew Ferguson, seconded by Bill Nixon to approve the February 11 minutes was approved.

Steve Tramell presented the Treasurer's Report. Beginning balance for February was \$66,357.76. Ending balance was \$65,833.76. On motion by Drew Ferguson, seconded by April Ross, the Treasurer's Report was approved as presented.

Committee Reports:

Promotions Committee – No Chairman

Joe Hill reported that WOW! Was the only sponsor of the Winter Carnival that had not yet paid their sponsorship (\$500). He is continuing to try to collect.

BHT Economic Restructuring Committee – David Lyons

No Report.

Economic Design Committee – Buffy Ferguson

No Report

BHT Manager's Report – Cheryl Magby

No Report

Old Business:

Dog Walk is scheduled for March 15

New Business:

Meeting with Billy Parrish and Kirby Glaze is set for March 25 at the Depot.

Drew suggested that the Board draft a resolution that the DDA no longer serve as the Better Hometown Board. Better Hometown will move under the purview of the City and the DDA can concentrate our efforts toward Economic Development. After some discussion, the Board decided to address this at the next meeting, after our meeting with Billy and Kirby.

Steve Tramell moved, seconded by Bill Nixon that we no longer manage the Back To School Bash, but that WCJM take ownership of that event. (Steve had talked with Steve Wheeler, who was receptive to the idea). The motion carried.

Joe announced that Pizza Villa was having a "soft opening" on Wednesday night, March 12 and planned to open that weekend.

There being no further business, Joe adjourned the meeting. The next meeting will be Tuesday, April 8 at 8:00 AM.
Respectfully Submitted,

-Bill Nixon
Acting Recording Secretary

West Point Development Authority

Agenda

April 7, 2014

- 1. Invocation**
- 2. Minutes**
- 3. Financial Report**
- 4. Executive Director's Report**
- 5. Old Business**
- 6. New Business**
- 7. Adjournment**
- 8. Next meeting to be held on Monday, May 5, 2014**

WEST POINT DEVELOPMENT AUTHORITY
March 3, 2014

Members Present: Josh Moon, Griggs Zachry, Wiky Gladden, Lionel Johnson and DeeDee Williams. Also present were City Manager, Ed Moon and Joe Hill.

The meeting was called to order and invocation given by Josh Moon.

Motion was made by Lionel Johnson and seconded by Griggs Zachry to approve the minutes of the February , 2014 meeting. Vote to approve was unanimous.

Motion was made by Lionel Johnson and seconded by Wiky Gladden to approve the financial reports for February, 2014. Vote to approve was unanimous.

Executive Director David Lyons reported on his activity for the month of February.

Josh Moon made a motion to ratify the original amount of \$14,000.00 approved for the signage at the Technology Park. We received an invoice for \$1,810.00 from The Sign Shop for corrections made and additional lettering. Wiky Gladden seconded the motion. Vote to approve was unanimous.

On a motion made by Josh Moon and seconded by Lionel Johnson to approve the expenditure of up to \$3,000.00 to Lee Cathy for the photographs taken and the framing and mounting of them in the office. Vote to approve was unanimous.

There being no further business, the meeting was adjourned.

J. Griggs Zachry, III
Secretary

Current Account Balances - As of 4/2/2014

As of 4/2/2014

4/2/2014

Account	4/2/2014 Balance
Bank Accounts	
CB&T Certificate of Deposit	250,000.00
Farmers & Merchants Bank - MMA	250,556.21
Operating Account	37,093.31
TOTAL Bank Accounts	537,649.52
OVERALL TOTAL	537,649.52

Monthly Budget - Last month
3/1/2014 through 3/31/2014 Using 2014

4/2/2014

Category	3/1/2014 Actual	Budget	3/31/2014 Difference
OUTFLOWS			
Education	0.00	166.67	166.67
Cell Phone	52.91	58.34	5.43
Community Development	564.17	1,166.67	602.50
Computer and Website Maintenance	175.00	175.00	0.00
Contract Labor	4,508.91	4,916.67	407.76
FICA	230.77	250.00	19.23
Health Insurance	178.48	250.00	71.52
Insurance	0.00	325.00	325.00
Legal & Closing	250.00	333.34	83.34
Marketing	0.00	833.34	833.34
Miscellaneous	0.00	258.34	258.34
Office Expenses	463.20	250.00	-213.20
Postage	9.80	16.67	6.87
Professional Dues & Subscriptions	236.95	416.67	179.72
Project Development	0.00	1,666.67	1,666.67
Travel	242.00	583.34	341.34
TOTAL OUTFLOWS	6,912.19	11,666.72	4,754.53
OVERALL TOTAL	-6,912.19	-11,666.72	4,754.53

Budget - YTD

1/1/2014 through 4/2/2014 Using 2014

4/2/2014

Category	1/1/2014 Actual	Budget	4/2/2014 Difference
EXPENSES			
Education	0.00	511.12	511.12
Cell Phone	157.58	178.91	21.33
Community Development	2,643.38	3,578.12	934.74
Computer and Website Maintenance	625.00	536.67	-88.33
Contract Labor	13,256.94	15,078.12	1,821.18
FICA	663.70	766.67	102.97
Health Insurance	521.96	766.67	244.71
Insurance	0.00	996.67	996.67
Legal & Closing	973.55	1,022.24	48.69
Marketing	0.00	2,555.58	2,555.58
Office Expenses	1,265.58	766.67	-498.91
Postage	9.80	51.12	41.32
Professional Dues & Subscriptions	1,593.85	1,277.79	-316.06
Project Development	139.16	5,111.12	4,971.96
Travel	703.54	1,788.91	1,085.37
TOTAL EXPENSES	22,554.04	34,986.38	12,432.34
OVERALL TOTAL	-22,554.04	-34,986.38	12,432.34

Executive Director for March

Met with Lee Cathey

Lunch with Dymos

Meeting with Greg Wood about Industrial Park

Meeting with Dymos

Meeting with Mike Gaymon and Bill Murphy

Meeting with John Anker

Lunch with Ed Sprouse

Project K visit

Meeting with Kopla and Dymos with WOW

Meeting with Ed Sprouse and Kopla

Meeting with Dymos

Attended the Valley Partnership Board Meeting

Meeting with Bill Murphy

Attended the City Council worksession with Bill Murphy and Gary Jones

Met with the owners of the Riverside Building

Met with Greg Wood about possible new land for Industrial Park

Met with Project C for Dymos

WEST POINT HISTORIC PRESERVATION COMMISSION MEETING MINUTES

March 5, 2014

The meeting was called to order by Chairman Duncan. Attending were Jane Blackburn, Debra Robertson, Bob Hicks, and Marshall Sapp.

Chairman Duncan called for a reading of the minutes. Commissioner Robertson stated that the minutes had been electronically sent to each commissioner for them to read and asked if there were any changes that needed to be made. With no changes noted, the minutes were approved.

New Business:

- 1- COA presented for new construction on vacant lot located at 303 West 8th Street by architect Jerry M. Clements representing property owner Steve Trammell.

Chairman Duncan started the proceedings by reading the section 4.13 New Commercial Construction pages 4-7, 4-8, 4-28 and 4-29 of the West Point Design Guidelines. A copy was given to Mr. Clements.

Mr. Clements stated that the vacant lot is planned to accommodate ground floor retail, possibly a restaurant, and a second floor of four (4) apartments. The structure will be constructed with traditional materials to match the existing character of the downtown including brick, clad casement windows in the residential units and storefront at the ground floor. The structure is steel columns and beams with a poured concrete floor and elevated slab, and the floor heights will match the adjacent structure to the west. The exterior will be brick cavity wall with stone ornament and parapet with complimentary color clad windows and storefront.

The goal is to re-create a historically correct facility utilizing modern methods, compliant with current building and life safety codes. Additionally, the ground floor will be above flood plain in accordance with FEMA guidelines.

Matt Livingston, building inspector for the COWP, joined the discussion. The residential second floor windows will be casement windows instead of double hung windows as called for in the design guidelines to meet present life safety codes including egress capability. The HPC is in the process of revising our windows and doors section of the guidelines and will allow this variant.

During the detailed discussion, it was requested of M. Clements by the commissioners to revise the front façade of the West 8th Street side of the proposed new construction so that it is more balanced in appearance and more in keeping with look of buildings in the area of influence. Mr. Clements was very willing to accommodate our request and will submit a new drawing for our approval in a couple of weeks. The COA will be reconsidered for approval at that time.

After consulting with city planner Sammy Osborne, it was determined that since this requested change is more cosmetic than structural that the lot preparation and foundation construction work could immediately.

With no further business to discuss, the meeting was adjourned.

Minutes prepared and submitted by:

Debra Robertson, Secretary
West Point Historic Preservation Commission

**The Housing Authority of the City of West Point, Georgia
Regular Meeting**

Thursday, March 20, 2014

4:00 P.M.

AGENDA

	Page
1. Invocation	
2. Introduction of Guests	
3. Consider Approval of Minutes for Regular Board Meeting of January 16, 2014 (Attached behind Agenda)	
4. Consider Approval of Staff Reports:	
▪ Finance	1 – 3
▪ Occupancy.....	4
5. Consider A Resolution Authorizing The Charging Off Of Resident Account Balances For Month Ending January 31, 2014.....	5
6. Consider A Resolution Authorizing The Charging Off Of Resident Account Balances For Month Ending February 28, 2014.....	6
7. Consider A Resolution Adopting the FY-2014 Annual PHA Plan.....	7
8. Executive Director's Report	
9. Any and All Other Matters That May Be Brought Before the Board.	

Respectfully submitted,



J. Len Williams
Secretary-Treasurer

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT
REGULAR BOARD MEETING
JANUARY 16, 2014

The Commissioners of the Housing Authority of the City of West Point, Georgia, met for the regular Board Meeting at the Rental Office Community Room in West Point on the 16th day of January 2014, as allowed by and in compliance with By-laws of the Authority.

Commissioner Ralph Davidson called the meeting to order at 500 p.m. and on roll call the following Commissioners answered present:

Wiky Gladden
Burt Winston
Nekos Davis

The following Commissioner(s) were absent:

None

OTHERS PRESENT

Fred Hunt, Lisa Walters, Robert Sellers, Jackie White, Temekia Carr, Suzette Moore

INVOCATION

Commissioner Ralph Davidson delivered the invocation

INTRODUCTION OF GUESTS

No guests.

APPROVAL OF MINUTES OF THE REGULAR MEETING OF NOVEMBER 20, 2013

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

APPROVAL OF STAFF REPORTS

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

CONSIDER A RESOLUTION AUTHORIZING THE CHARGE OFF OF RESIDENT ACCOUNT BALANCES FOR THE MONTH ENDING DECEMBER 31, 2013

The Following Resolution was introduced and duly considered:

RESOLUTION NO: 1006-74

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

Following discussion and on motion by Commissioner Wiky Gladden, seconded by Commissioner Burt Winston, the board unanimously agreed to charge off residents account balances in the amount of \$2,590.23.

AWARD CONTRACT FOR PINE RIDGE OFF STREET PARKING EXPANSIONS

Robert Sellers stated Landmark Grading was awarded the contract at a much lower bid. Following discussion the board unanimously agreed to accept the contract.

EXECUTIVE DIRECTOR'S REPORT

In Mr. William's absence, Lisa Walters stated the RAD (Rental Assistance Demonstration) application has been submitted, but haven't heard anything back at this time.

Suzette Moore, the ROSS program coordinator, reported progress on previous events, job opportunities, and food distributions for residents concerning the ROSS program. She also passed out newsletters to the board. Everyone was impressed about the progress and accomplishments.

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

With no further discussion it was motioned by Commissioner Gladden and seconded by Commissioner Winston to adjourn at 5:35 p.m.

Ralph Davidson, Chairperson

J. Len Williams, Secretary-Treasurer

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
BALANCE SHEET
FEBRUARY 28, 2014

Assets

Cash		\$ 12,768
Tenant Accounts Receivable (Net)		9,961
Investments		853,000
Prepaid Expenses and Other Assets		71,686
Land, Structures & Equipment	\$ 11,721,916	
Less: Accumulated Depreciation	<u>(8,571,823)</u>	
		<u>3,150,093</u>
Total Assets		<u>\$ 4,097,508</u>

Liabilities

Tenant Security Deposits	\$ 41,628	
Accounts Payable - Vendor	-	
Accounts Payable - HACG	185,910	
Payment in Lieu of Taxes	-	
Accrued Salaries & Wages	-	
Accrued Compensated Absences	59,562	
Other Liabilities	<u>5,374</u>	
Total Liabilities		<u>\$ 292,474</u>

Surplus

HUD-PHA Contributed Assets	\$ 3,150,093	
Operating Reserve	<u>654,941</u>	
Total Surplus		<u>\$ 3,805,034</u>
Total Liabilities and Surplus		<u>\$ 4,097,508</u>

**THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
INCOME STATEMENT**

As of
FEBRUARY 28, 2014

REVENUES	<u>YEAR-TO-DATE</u>			ANNUAL BUDGET
	Actual	Budget	Favorable/ (Unfavorable) Variance	
Rental Income	\$ 435,901	\$ 426,760	\$ 9,141	\$ 640,140
Other Income	\$ 30,911	\$ 18,667	\$ 12,244	\$ 28,000
HUD Subsidy	\$ 539,167	\$ 582,227	\$ (43,060)	\$ 873,340
CFP Operating Transfer	\$ 29,941	\$ -	\$ 29,941	\$ -
Total Revenues	\$ 1,035,920	\$ 1,027,653	\$ 8,267	\$ 1,541,480
EXPENSES				
Administrative	\$ 93,145	\$ 94,803	\$ 1,658	\$ 142,205
Property Mgmt/Accounting Fee/Frontline Fees	\$ 138,210	\$ 120,343	\$ (17,867)	\$ 180,515
Resident Service	\$ 8,266	\$ 8,510	\$ 244	\$ 12,765
Utilities	\$ 401,977	\$ 365,633	\$ (36,344)	\$ 548,450
Ordinary Maintenance	\$ 381,550	\$ 292,313	\$ (89,237)	\$ 438,470
General Expenses	\$ 114,491	\$ 125,435	\$ 10,943	\$ 188,152
Extra-Ordinary Maintenance	\$ 22,195	\$ -	\$ (22,195)	\$ -
Capital Expenditures	\$ 28,927	\$ 44,000	\$ 15,073	\$ 66,000
Total Expenses	\$ 1,188,761	\$ 1,051,038	\$ (137,723)	\$ 1,576,557
Net Income/ (Deficit) from Operations	\$ (152,841)	\$ (23,385)	\$ (129,457)	\$ (35,077)

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
Grant Funding
FEBRUARY 28, 2014

Grant Funding	Program End Dates	Approved Budget	Total Obligated	Actual Expenditures	Remaining to Obligate	Remaining to Disburse
CFP - FY'12 (989)	3/12/14 Obligate 3/12/16 Disburse	269,087	269,087	57,154		211,933
CFP - FY'13 (994)	not yet set by HUD	272,761	-	-	272,761	272,761
ROSS - FY'12 (992)	8/31/12 Effective 8/31/15 Disburse	191,565	17,930	17,930	173,635	173,635
Total Grants		\$ 733,413	\$ 287,017	\$ 75,084	\$ 446,396	\$ 658,329

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

3-Mar-14

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

DEAR MR. WILLIAMS:

I submit the following "Report on Tenant Selection" for the period 2/01/14 - 2/28/14

PUBLIC HOUSING

No. of Apparently Eligible Applications on Hand last reported period	243
No. of Applications taken during reporting period	12
No. of Applications suspended or withdrawn during reporting period	1
No. of Move-Ins for reporting period	1
No. of Apparently Eligible Applications on Hand for reporting period	253

Applications on Hand

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
0	117	94	35	6	1

= 253

NO. OF VACANT APARTMENTS AND MOVE-INS

Developments	Total No. of Units	Units Vacant 01/31/14	Moved Out During FEBRUARY	Moved In During FEBRUARY	UNITS AVAILABLE 2/28/2014						Total Units Vacant	Percent Units Vacant
					0 BR	1 BR	2 BR	3 BR	4 BR	5 BR		
PINE RIDGE APTS	42	2	0	1	0	0	0	1	0	0	1	2%
GRANT APTS.**	55	0	0	0	0	0	0	0	0	0	0	0%
O.J. COOK APTS*	8	0	1	0	0	0	0	0	0	1	1	13%
O.J. COOK APTS	110	0	0	0	0	0	0	0	0	0	0	0%
HIGGINS CIRCLE	8	0	0	0	0	0	0	0	0	0	0	0%
Sub-Total	223	2	1	1	0	0	0	1	0	1	2	1%
GRAND TOTAL	223	2	1	1	0	0	0	1	0	1	2	1%

*2 UNITS IN ABATEMENT

*1 UNIT IN ABATEMENT

RESPECTFULLY SUBMITTED,

MISTY MICHELLE STUBBS
 PUBLIC HOUSING COORDINATOR

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CHARGE-OFF OF RESIDENT
ACCOUNT BALANCES TO COLLECTION LOSS FOR
THE AUTHORITY'S PUBLIC HOUSING DEVELOPMENTS
FOR THE MONTH ENDED JANUARY 31, 2014

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:

<u>DEVELOPMENT NAME</u>	<u>RENT</u>	<u>RETRO</u>	<u>MAINT</u>	<u>OTHER</u>	<u>TOTAL</u>	<u>COUNT</u>
PINE RIDGE APARTMENTS - 741	504.97	0.00	201.08	301.91	\$ 1,007.96	2
GRANT APARTMENTS - 742	0.00	0.00	0.00	0.00	\$ -	0
O.J. COOK APARTMENTS - 743	0.00	0.00	0.00	0.00	\$ -	0
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	\$ 504.97	\$ -	\$ 201.08	\$ 301.91	\$ 1,007.96	2

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CHARGE-OFF OF RESIDENT
ACCOUNT BALANCES TO COLLECTION LOSS FOR
THE AUTHORITY'S PUBLIC HOUSING DEVELOPMENTS
FOR THE MONTH ENDED FEBRUARY 28, 2014

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:

<u>DEVELOPMENT NAME</u>	<u>RENT</u>	<u>RETRO</u>	<u>MAINT</u>	<u>OTHER</u>	<u>TOTAL</u>	<u>COUNT</u>
PINE RIDGE APARTMENTS - 741	44.89	0.00	0.00	29.26	\$ 74.15	1
GRANT APARTMENTS - 742	0.00	0.00	0.00	0.00	\$ -	0
O.J. COOK APARTMENTS - 743	1,152.97	0.00	30.25	431.16	\$ 1,614.38	1
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	\$ 1,197.86	\$ -	\$ 30.25	\$ 460.42	\$ 1,688.53	2

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE FY 2014 ANNUAL PHA PLAN

WHEREAS, the Commissioners of the Housing Authority of the City of West Point, Georgia have reviewed the proposed Annual PHA Plan for FY 2014, and;

WHEREAS, the Commissioners have found the Plan to adequately provide for the needs of the Authority;

THEREFORE BE IT RESOLVED, that the Annual PHA Plan for FY 2014 for the Housing Authority of the City of West Point, Georgia is hereby adopted on this the 20th day of March, 2014.

9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <ul style="list-style-type: none"> (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name: Housing Authority of The City of West Point, Georgia	Grant Type and Number Capital Fund Program Grant No: GA06P06550114 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2014 FFY of Grant Approval: 2013
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Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Summary by Development Account	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: <input type="checkbox"/>)		Total Actual Cost ¹	
			Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³					
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 21)		\$27,276			
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs		\$30,000			
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465.1 Dwelling Equipment—Nonexpendable		215,485			
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴					

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name: The City of West Point, Georgia	Grant Type and Number Capital Fund Program Grant No: GA06P06550113 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2013 FFY of Grant Approval: 2013
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Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies
 Performance and Evaluation Report for Period Ending: Revised Annual Statement (revision no. 1)
 Summary by Development Account Final Performance and Evaluation Report

Line	Description	Total Estimated Cost		Total Actual Cost ¹
		Original	Revised ²	
18a	1501 Collateralization or Debt Service paid by the PHA			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment			
19	1502 Contingency (may not exceed 8% of line 20)			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	272,761		
21	Amount of line 20 Related to LBP Activities			
22	Amount of line 20 Related to Section 504 Activities			
23	Amount of line 20 Related to Security - Soft Costs			
24	Amount of line 20 Related to Security - Hard Costs			
25	Amount of line 20 Related to Energy Conservation Measures			

Signature of Executive Director	Signature of Public Housing Director	Date
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¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFF Grants for operations.
⁴ RHF funds shall be included here.

Capital Fund Program—Five-Year Action Plan

Part I: Summary						
PHA Name/Number Housing Authority of The City of West Point, Georgia GA065000001		Locality (West Point/Troup County/Georgia)			<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:
Development Number and Name	Work Statement for Year 1 FFY: 2014	Work Statement for Year 2 FFY: 2015	Work Statement for Year 3 FFY: 2016	Work Statement for Year 4 FFY: 2017	Work Statement for Year 5 FFY: 2018	
A.	Physical Improvements Subtotal (1450/1460)	\$517,973	\$401,700	\$470,200	\$639,200	
B.	Management Improvements		\$2,000			
C.	PHA-Wide Non-dwelling Structures and Equipment					
D.	Administration 1410	\$27,276	\$27,276	\$27,276	\$27,276	
E.	Other Cost & Fees 1430	\$30,000	\$30,000	\$30,000	\$30,000	
F.	Operations 1406					
G.	Demolition					
H.	Development					
I.	Capital Fund Financing - Debt Service					
J.	Total CFP Funds	\$575,249	\$498,776	\$530,417	\$696,474	
K.	Total Non-CFP Funds	\$575,249	\$498,776	\$530,417	\$696,474	
L.	Grand Total					

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2012	Work Statement for Year: 2 FFY : 2015			Work Statement for Year: 3 FFY : 2016		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Appendix	GA065000003 AMP Wide (1450) Retaining walls, steps, sidewalks, water drainage control, sod installation	N/A	\$130,000	GA065000001 AMP Wide (1450) Retaining walls, dumpster enclosures, steps, sidewalks, water drainage control, sod installation		\$106,015
Statement	GA065000003 OJ Cook (1460) Roof replacement	22 buildings	\$224,773	GA065000003 OJ Cook (1460) Roof replacement	16 buildings	\$127,485
	GA065000001 Pine Ridge (1460) Electrical meter replacement	35 units	\$4,200	GA065000001 Pine ridge (1460) Exterior door replacement	12 units	\$30,000
	GA065000004 OJ Cook (1460) Up-grade electrical meter panel and main breaker.	20 units	\$30,000	GA065000002 Grant 1460 Replace vinyl sliding	3 buildings	\$105,000
	GA065000004 OJ Cook (1450) security fencing.	Security Fencing: 600 Ft.	\$75,000	GA065000004 OJ Cook (1450) Security fencing	300 Ft.	\$25,000
	GA065000001 Pine Ridge 1450 Water line replacement	11 Buildings	\$50,000	Asbestos Abatement	4 units	\$4,000
	Asbestos Abatement	4 units	4,000	GA065000001 Pine Ridge (1460) Electrical meter replacement	35 units	\$4,200

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY : 2013	Work Statement for Year : 4 FFY : 2017		Work Statement for Year: 5 FFY : 2018			
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	GA065000001 AMP Wide (1450) Retaining walls, dumpster enclosures, steps, sidewalks, water drainage control, sod installation		\$161,000	GA065000001 AMP Wide (1450) Retaining walls, dumpster enclosures, steps, sidewalks, water drainage control, sod installation		\$160,000
	GA065000003 OJ Cook (1460) Roof replacement	13 buildings	\$100,000	GA065000003 OJ Cook (1460) Roof replacement	10 buildings	\$100,000
	GA065000004 OJ Cook (1460) Renovation, for 504 compliance.	2 - 2Bedroom units	\$200,000	GA065000004 OJ Cook (1460) Renovation, for 504 compliance.	1 - 2Bedroom units	\$100,000
	GA065000001 Pine Ridge (1460) Electrical meter replacement	35 units	\$4,200	GA065000001 Pine Ridge (1460) Electrical meter replacement	35 units	\$4,200
	GA065000003/4 Site Wide Floor tile abatement	5 units	5,000	GA065000003 OJ Cook (1450) natural gas system up-grade	300 Ft.	25,000
				Interior Site Office Renovation	1 building	\$200,000

