



Welcome Home

**November Monthly Reports
December 2013**

AGENDA
WORK SESSION

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THURSDAY, DECEMBER 5TH
WORK SESSION @ 8:15 AM

MEETING CALLED TO ORDER

PUBLIC HEARING (IF NEEDED OR REQUIRED)

- ❖ Annexation Request by Harris County

AGENDA REVIEWED IN ITS ENTIRETY BEFORE DISCUSSION

PUBLIC COMMENT ON AGENDA ITEMS (FORM REQUIRED)

NEW BUSINESS

- ❖ 2014 Proposed Budget
- ❖ Food Program Application
- ❖ EMS Training Program
- ❖ Harris County Annexation Request
- ❖ Knology Utility Easement Agreement
- ❖ Knology Joint Use Pole Attachment Agreement
- ❖ Troup County SPLOST IV Amendment
- ❖ Littering & Parking
- ❖ Liquor, Malt Beverage & Wine License Application for West Point Liquor, Inc. dba Big Johns
- ❖ Executive Session to Discuss Property Purchase

CONSIDER AGENDA ITEMS FOR BUSINESS MEETING (Create Business Meeting Agenda)

MAYOR & COUNCIL COMMENTS

ADJOURNED

Next Meeting:

Council Meeting - Monday, December 9th @ 6:00 PM

NOTE
PAGE
NO.
DATE
TIME
BY
REMARKS



MINUTES



The regular meeting of the Mayor and Council was held in the Council room of West Point City Hall November 11, 2013 at 6:00 P.M. with Mayor A. Drew Ferguson IV presiding.

Members Present:

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

Members Absent:

Mayor Ferguson called Councilmember Gerald W. Ledbetter for opening prayer. Mayor Ferguson asked everyone to join him in congratulating Councilmember Benjamin F. Wilcox and his new bride wishing them happiness. Councilmember Wilcox was married Saturday, November 9th.

Mayor Ferguson welcomed everyone and called the meeting to order.

MINUTES

Mayor Ferguson asked for a motion to approve the minutes from the October 14, 2013 regular meeting. Councilmember Sandra Thornton made said motion and was seconded by Councilmember Gerald Ledbetter; the minutes were **approved unanimously without change**.

FINANCIAL REPORT

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

AGENDA

Mayor Ferguson asked for a motion to approve the items on the agenda. Councilmember Benjamin F. Wilcox made said motion and seconded by Councilmember Judy Wilkinson and **passed unanimously**.

REZONE & ANNEXATION REQUEST BY HARRIS COUNTY

Mayor Ferguson asked for a motion to pass a resolution to rezone two tracts of land in Land Lot 177 of the fifth land district of Harris County parcel #006018A totaling 2 acres and parcel #006018B totaling 9.85 acres and owned by Harris County Development Authority from the existing zoning of residential/agricultural to the zoning of I-2 heavy industrial. Councilmember Sandra Thornton made said motion seconded by Councilmember Joseph R. Downs III and **passed unanimously**.

Mayor Ferguson asked for a motion to pass a resolution to annex two tracts of land in Land Lot 177 of the fifth land district of Harris County parcel #006018A totaling 2 acres and parcel #006018B totaling 9.85 acres and owned by Harris County Development Authority. Councilmember Benjamin F. Wilcox made said motion seconded by Councilmember Sandra Thornton and **passed unanimously**.

2014 CHIP GRANT FOR HOUSING

Mayor Ferguson asked for a motion to approve an administrative services contract with DASH for Lagrange, Inc. for services to include the application for Community Home Investment Program (CHIP) Grant funds and if the grant is awarded perform all duties required to process the loans and administer the program in compliance with all regulations. Councilmember Joseph R. Downs III made said motion seconded by Councilmember Gloria R. Marshall and **passed unanimously**.

Councilmember Gloria R. Marshall made a motion to approve a resolution to submit a grant request to the Georgia Department of Community Affairs for funding und the 2014 CHIP program. The motion was seconded by Councilmember Judy L. Wilkinson and **passed unanimously**.

KOPLA AGREEMENT

Councilmember Gerald W. Ledbetter made a motion to approve a project development agreement between the City of West Point and KOPLA America, Inc. creating 100 new jobs and a \$15 million dollar investment in the Northwest Harris County Business Park. The motion was seconded by Councilmember Judy Wilkinson and **passed unanimously**.

EXECUTIVE SESSION

Councilmember Joseph R. Downs III made a motion for the Mayor and Council to go into executive session to discuss land acquisition and personnel issues. The motion was seconded by Councilmember Gerald W. Ledbetter and **passed unanimously**.

MAYOR & COUNCIL BOARD APPOINTMENTS

Councilmember Benjamin F. Wilcox made a motion to appoint Thomas Scott to the Keep Troup Beautiful Board. The motion was seconded by Councilmember Sandra Thornton and **passed unanimously**.

Councilmember Sandra Thornton made a motion to appoint Joy Johnson to the Keep Troup Beautiful Board. The motion was seconded by Councilmember Gloria R. Marshall and **passed unanimously**.

Councilmember Gerald W. Ledbetter made a motion to appoint Dee Dee Williams to the West Point Development Authority Board. The term will expire 12/31/2015. The motion was seconded by Gloria R. Marshall **and passed on a 5 to 1 vote. Councilmember Judy L. Wilkinson voting No.**

Councilmember Joseph R. Downs III made a motion to appoint Larry Duncan to the West Point Historic Commission a term that will expire 10/1/2016. Councilmember Sandra Thornton seconded the motion; **passed unanimously**.

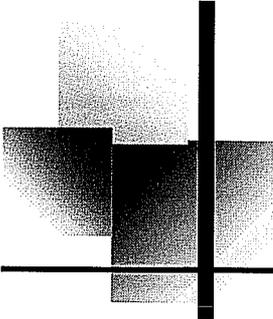
Councilmember Judy L. Wilkinson made a motion to appoint Bob Hicks to the West Point Historic Commission a term that will expire 10/1/2016. Councilmember Joseph R. Downs III seconded the motion; **passed unanimously**.

ADJOURN

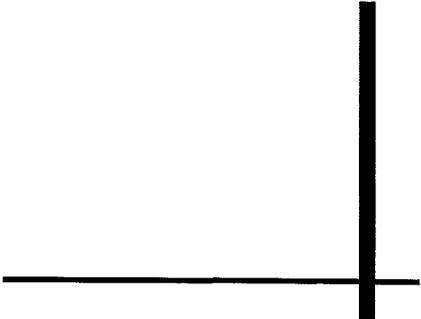
There being no further business, the meeting was adjourned.

Richard McCoy
City Clerk

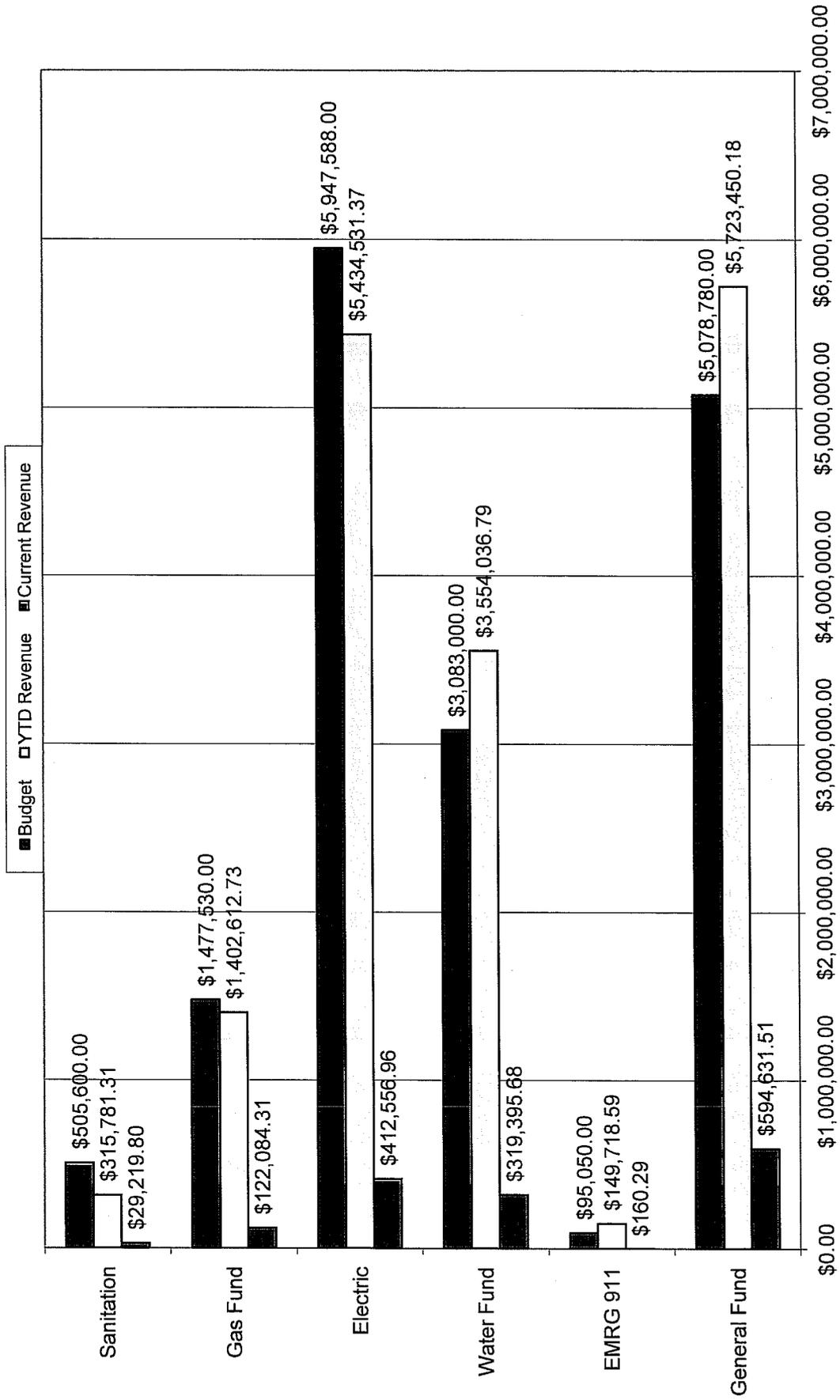
A. Drew Ferguson IV
Mayor



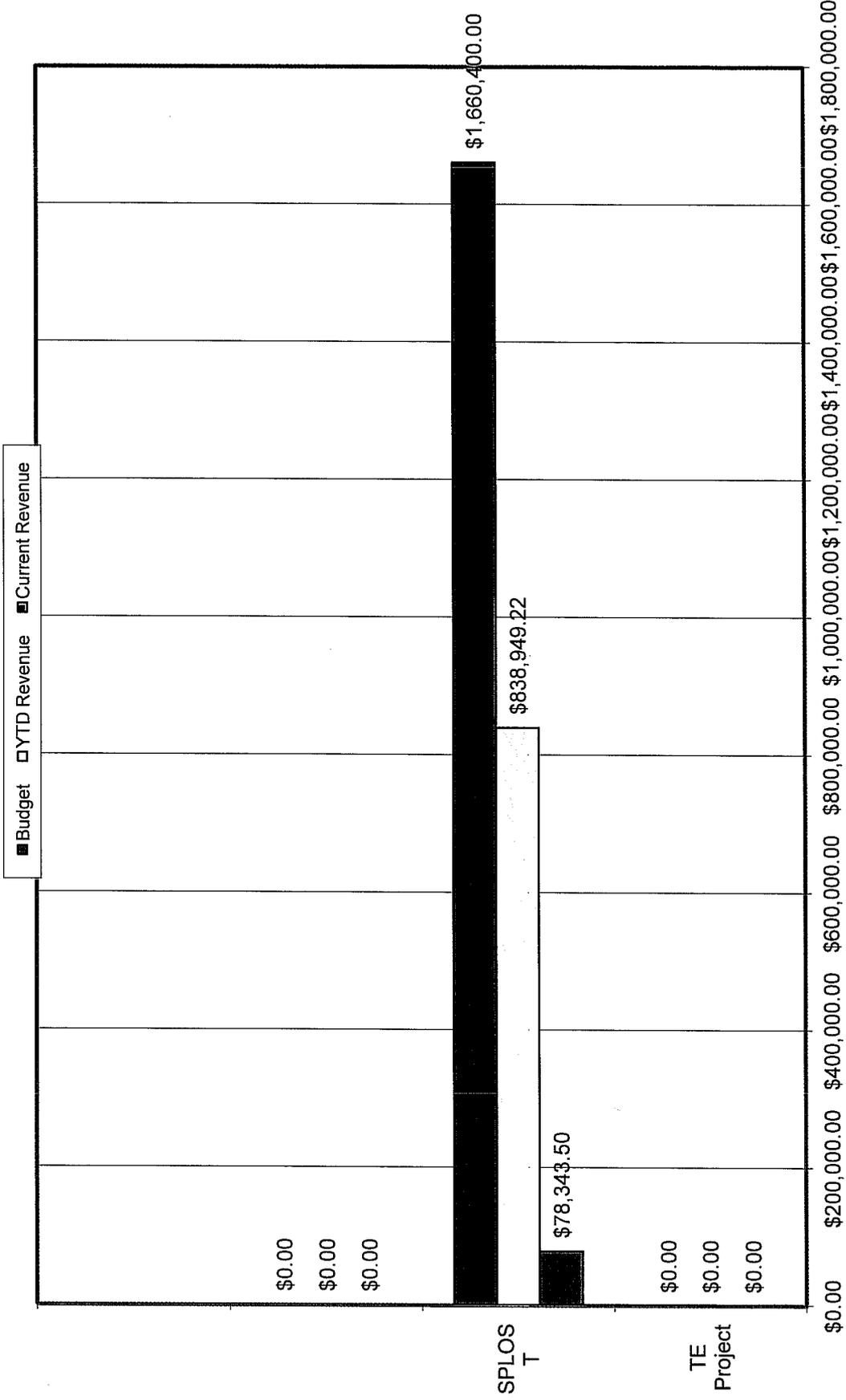
FINANCIAL REPORT



Budget Revenue Comparison November, 2013



Budget Revenue Comparison November, 2013



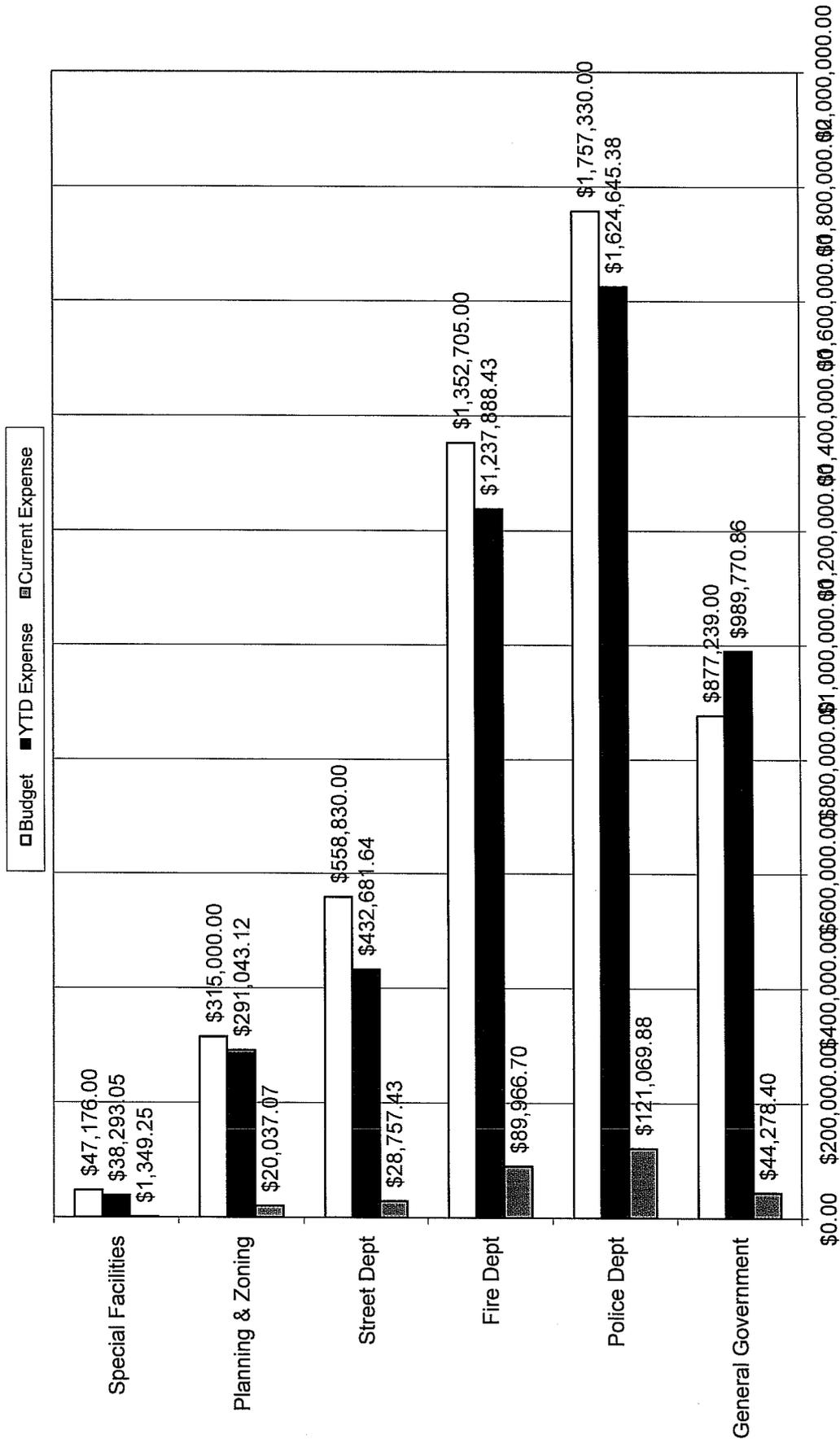


City of West Point Financial Report November, 2013

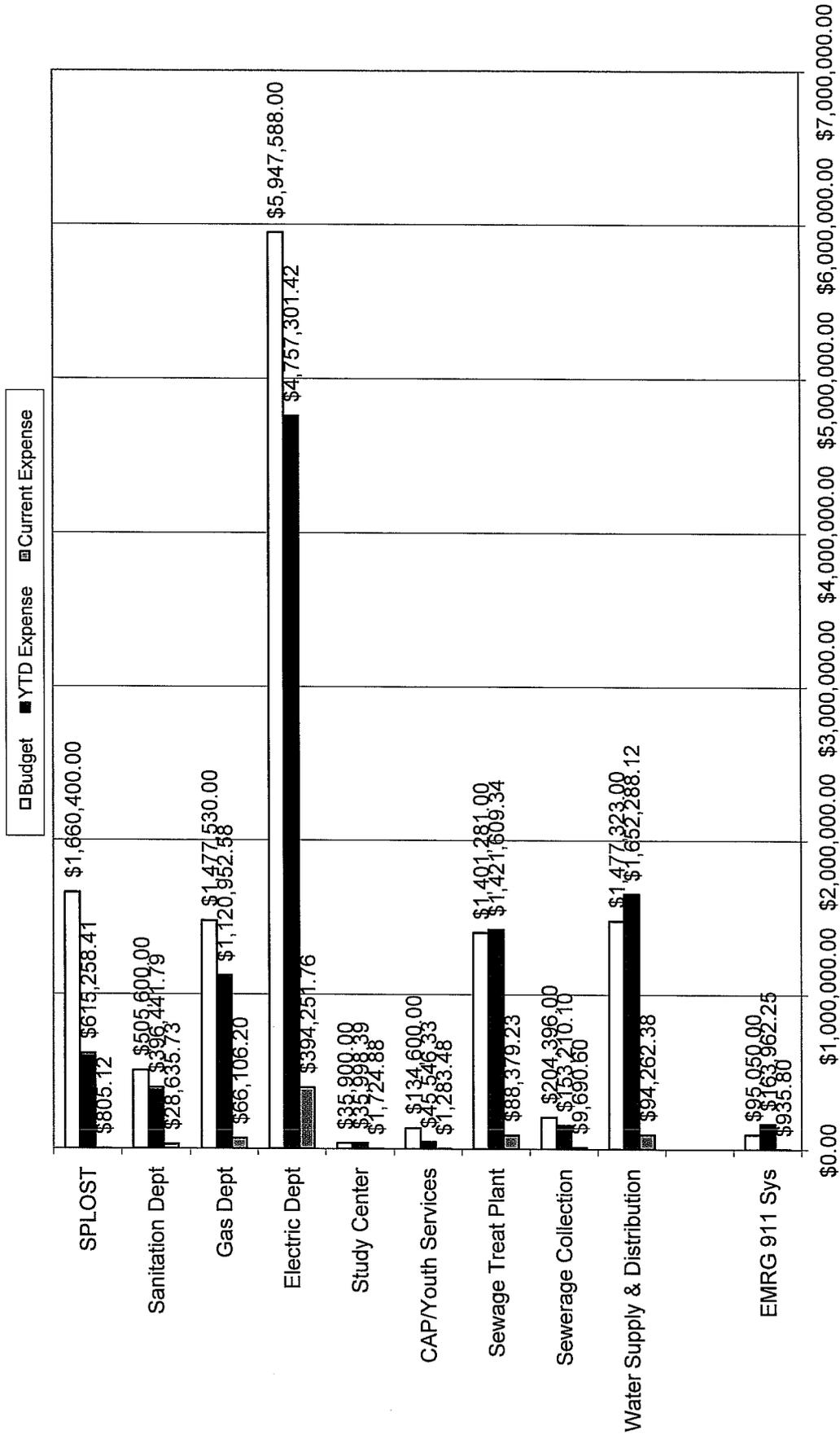
EXPENSES

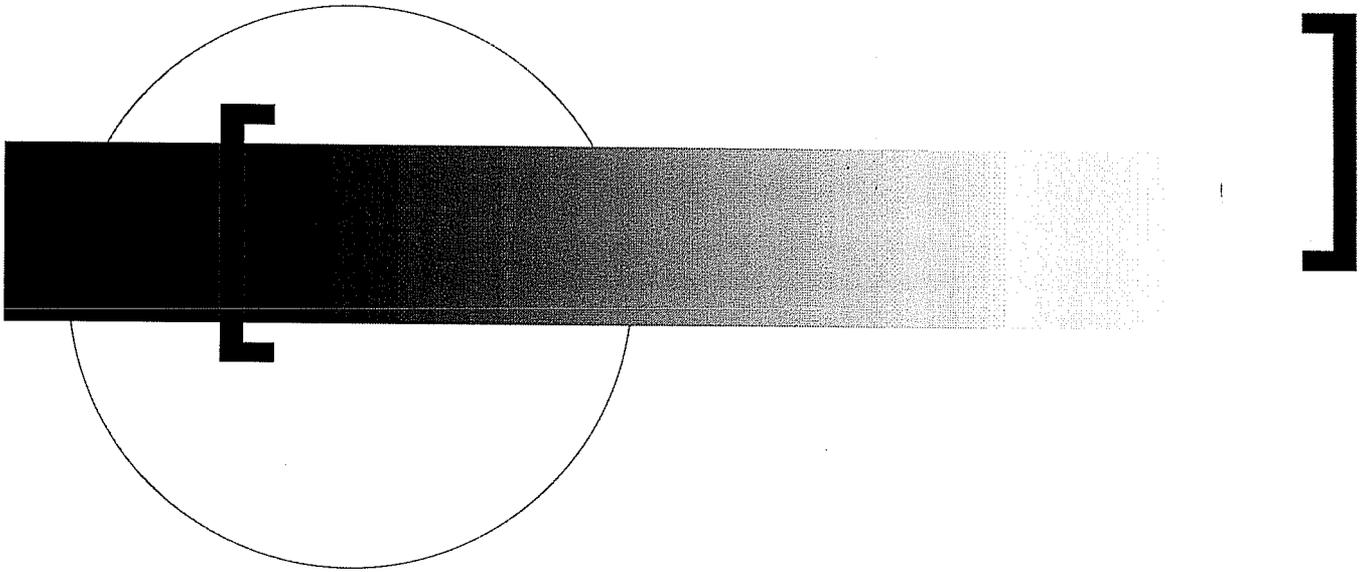
General Government	Police Dept	Fire Dept	Street Dept
\$44,278.40	\$121,069.88	\$89,966.70	\$28,757.43
\$989,770.86	\$1,624,645.38	\$1,237,888.43	\$432,681.64
\$877,239.00	\$1,757,330.00	\$1,352,705.00	\$558,830.00
112.83%	92.45%	91.51%	77.43%
Planning & Zoning	Tech Center	EMRG 911 SYS	Water Dept
\$20,037.07	\$1,349.25	\$935.80	\$94,262.38
\$291,043.12	\$38,293.05	\$163,962.25	\$1,652,288.12
\$315,000.00	\$47,176.00	\$95,050.00	\$1,477,323.00
92.39%	81.17%	172.50%	111.84%
Sewer/ Sewer Disp	Electric Dept	Gas Dept	Sanitation Dep
\$98,069.83	\$394,251.76	\$66,106.20	\$28,635.73
\$1,574,819.44	\$4,757,301.42	\$1,120,952.58	\$396,441.79
\$1,605,677.00	\$5,947,588.00	\$1,477,530.00	\$505,600.00
98.08%	79.99%	75.87%	78.41%
SPLOST	Study Center	CAP/Youth Services	
\$805.12	\$1,724.88	\$1,283.48	
\$615,258.41	\$35,998.39	\$45,546.33	
\$1,660,400.00	\$35,900.00	\$134,600.00	
37.05%	100.27%	33.84%	
All Funds	Total All Departments	Total YTD Expenses	Total YTD Expenses
\$1,556,392.05	\$17,419,080.19	\$14,976,891.21	\$14,976,891.21
\$991,533.91	\$14,976,891.21	Budget	\$17,847,948.00
\$564,858.14	\$2,442,188.98	Percentage	83.91%
over/under	over/under		
Current Revenues			
Current Expense			
over/under			

Budget Expense Comparison November, 2013



Budget Expense Comparison November, 2013





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

November 2013

FIRE RESPONSES

Structure / Residential	2
Structure / Business	1
Vehicle	0
Ground Cover, Trash	3
Hazardous Materials	3
Rescue, M.V.A.	4
False Alarms	0
Mutual Aid Responses	1
Other Responses	0
Total Fire Responses	14

EMERGENCY MEDICAL SERVICE RESPONSES

FACILITY	TRIPS
Lanier Memorial	13
West Ga. Medical	11
East Al. Medical	0
Columbus Medical Center	0
Landing Zone	0
Non-Transport	11
Total E.M.S. Responses	35

Building Department Activity
November 1 – 30, 2013

Permits Issued – 17
 Elec. Water, Gas 8
 Building 7
 Land Disturbance 2

Plan Reviews- 4

Inspections - 49
 Industrial 12
 New Commercial 0
 Remodel Comm. 3
 New Residential 5
 Remodel Res. 29

Certificate of Occupancy- 11

Code Enforcement - 35

Burn Removal 1	Grass & Weeds 1
Illegal Dumping 0	Signs 8
No Utilities 1	Vehicles 4
Property Maint. 5	Other 15
Warnings/Citations 0	

Animal Control- 43

Meet in Person 17	
Deliver/Set Traps 10	Transports to Animal Shelter- Dogs- 5 Cats- 0
Other 11	

Hearings - 0
 No Shows 0

Public Notices- 0

Structures Demolished- 0

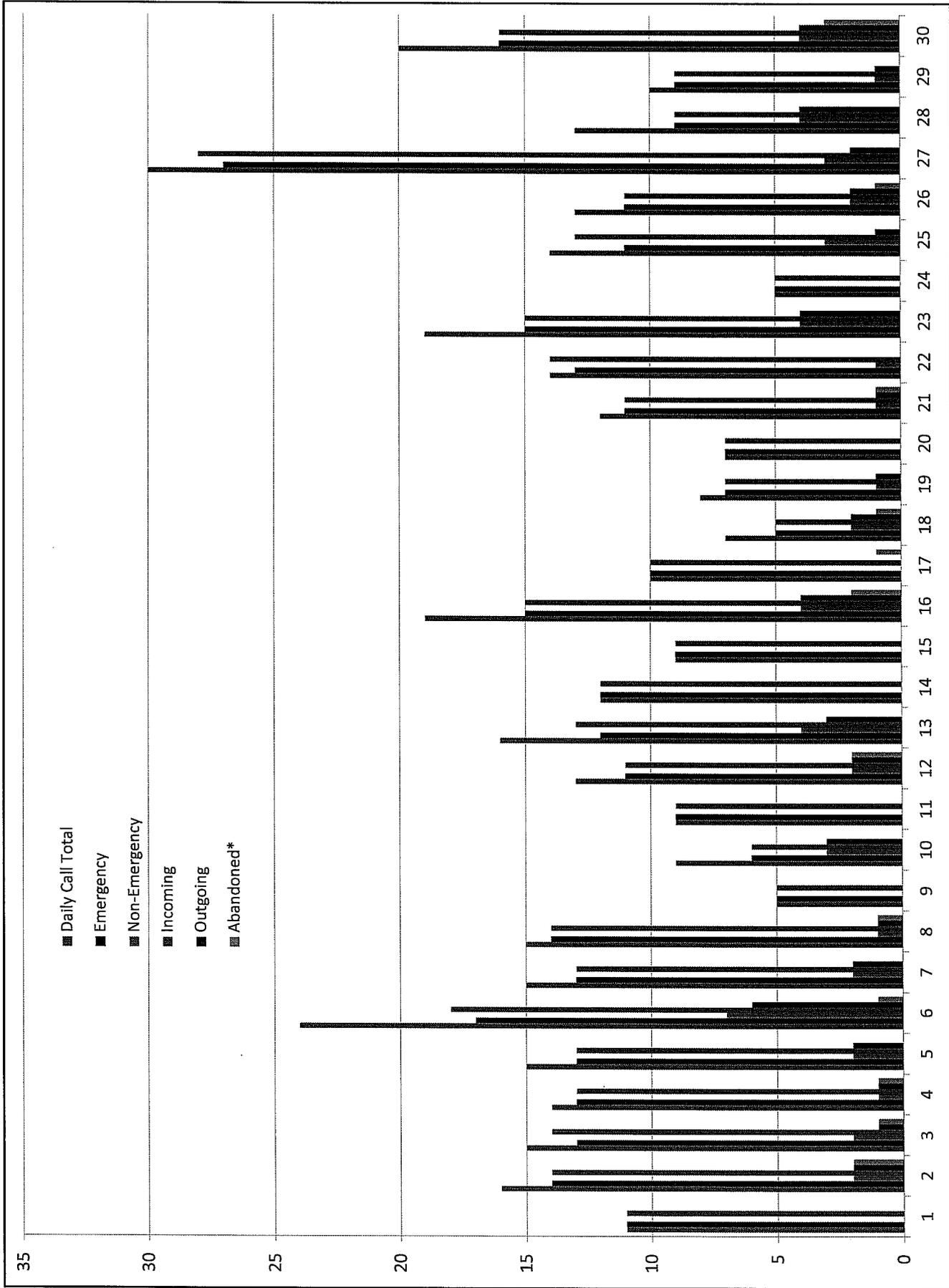
Planning & Development-

Harris County Annexation- 126.986 NWHBP
 Kopla – Civil Plans being reviewed
 Childcare Network – building construction started
 Dymos – Phase 2

Call Volume by Day - November 2013

Day	Daily Call Total	Call Category		Call Origin		Abandoned*
		Emergency	Non-Emergency	Incoming	Outgoing	
1	11	11	0	11	0	0
2	16	14	2	14	2	2
3	15	13	2	14	1	1
4	14	13	1	13	1	1
5	15	13	2	13	2	0
6	24	17	7	18	6	1
7	15	13	2	13	2	0
8	15	14	1	14	1	1
9	5	5	0	5	0	0
10	9	6	3	6	3	0
11	9	9	0	9	0	0
12	13	11	2	11	2	2
13	16	12	4	13	3	0
14	12	12	0	12	0	0
15	9	9	0	9	0	0
16	19	15	4	15	4	2
17	10	10	0	10	0	1
18	7	5	2	5	2	1
19	8	7	1	7	1	0
20	7	7	0	7	0	0
21	12	11	1	11	1	1
22	14	13	1	14	0	0
23	19	15	4	15	4	0
24	5	5	0	5	0	0
25	14	11	3	13	1	0
26	13	11	2	11	2	1
27	30	27	3	28	2	0
28	13	9	4	9	4	0
29	10	9	1	9	1	0
30	20	16	4	16	4	3
Total	399					

*The Abandoned Call Count is included in the Call Origin (Incoming) Count.



OFFICER ACTIVITY REPORT
Activity from 11/1/2013 to 11/30/2013

OFFICER NAME
ALL OFFICERS

ACTIVITY STATISTICS FOR THIS OFFICER

CITATION ACTIVITY (TOP 10 and ALL OTHERS) FOR THE PERIOD		OTHER ACTIVITY FOR THE PERIOD	
40-6-181	SPEEDING IN EXCESS OF MAXIMUM LIMITS	41	
40-8-22	HEADLIGHT REQUIREMENTS	2	
40-6-72(B)	FAILURE TO STOP AT A STOP SIGN	7	
40-2-20	REGISTRATION REQUIREMENTS	3	
40-8-76.1	SAFETY RESTRAINT VIOLATION (ADULT)	6	
40-2-8	OPERATION OF VEHICLE WITHOUT REVALIDATION DECAL, OF COUNTY	5	
40-6-10	FAILURE TO DISPLAY INSURANCE ON DEMAND	6	
40-6-16	PASSING STATIONARY EMERGENCY VEHICLE	1	
40-6-203	PARKING PROHIBITED	3	
40-6-48	FAILURE TO MAINTAIN LANE	2	
	ALL OTHER	40	
	TOTAL CITATIONS	116	
	ARRESTS (from Incidents)	27	
	WARRANTS SERVED	16	
	CIVIL PAPERS & SUBPOENAS SERVED	0	
	ACCIDENT REPORTS	23	
	INCIDENTS	70	
	INCIDENTS - DOMESTIC	5	
	INCIDENTS - MISC	5	
	COMMUNITY CONTACTS		
	FIELD INTERVIEWS	1	

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	22	17	47	36	3	0	2	1	3	3	139	139
CIT	19	12	37	28	2	0	9	3	3	3	0	116

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

INCIDENTS - OTHER DATA

25	CLEARED BY ARREST
28	EXCEPTIONALLY CLEARED
2	UNFOUNDED
16	FELONIES
58	MISDEMEANORS
\$27,846	STOLEN PROPERTY
\$23,499	RECOVERED PROPERTY

ACCIDENTS - OTHER DATA

14	WRECK REPORTS
9	PRIVATE PROPERTY
2	REPORTS WITH INJURIES
2	TOTAL INJURED
	REPORTS WITH FATALITIES
0	TOTAL KILLED

OFFICER ACTIVITY REPORT
 Activity from 11/1/2013 to 11/30/2013

OFFICER NAME
 ALL OFFICERS

CITATION COUNT BY OFFENSE

VIOLATION CODE	DESCRIPTION	COUNT
40-6-181	SPEEDING IN EXCESS OF MAXIMUM LIMITS	41
40-6-72(B)	FAILURE TO STOP AT A STOP SIGN	7
40-8-76.1	SAFETY RESTRAINT VIOLATION (ADULT)	6
40-2-8	OPERATION OF VEHICLE WITHOUT REVALIDATION DECAL	5
40-5-121 1ST	DRIVING WITH SUSPENDED OR REVOKED LICENSE MISDEMEANOR	5
40-6-10	FAILURE TO DISPLAY INSURANCE ON DEMAND	5
4-76	ALLOWING A DOG TO RUN AT LARGE	3
40-6-203	PARKING PROHIBITED	3
40-5-32A	EXPIRED DRIVER'S LICENSE	3
40-2-20	REGISTRATION REQUIREMENTS	3
40-6-15	KNOWINGLY DRIVING MOTOR VEHICLE ON SUSPENDED, C/	2
40-6-241	DRIVER TO EXERCISE DUE CARE	2
40-6-48	FAILURE TO MAINTAIN LANE	2
40-5-29	DRIVING WITHOUT LICENSE ON PERSON	2
40-8-22	HEADLIGHT REQUIREMENTS	2
40-6-240	IMPROPER BACKING	2
40-6-121 (3)	IMPROPER U-TURN	1
40-8-20	HEADLIGHTS ON 1/2 HOUR AFTER SUNSET TO 1/2 HOUR BEFORE SUNRISE	1
40-6-72(B) YIELD	FAILURE TO YIELD AFTER STOPPING AT A STOP SIGN	1
40-6-71	FAILURE TO YIELD WHILE TURNING LEFT	1
40-6-49	FOLLOWING TOO CLOSE	1
40-6-391(A)(1) 1ST	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(1ST OFFENSE)	1
40-6-391 1ST	DRIVING UNDER THE INFLUENCE-REFUSAL(1ST OFFENSE)	1
40-6-391 2ND	DRIVING UNDER THE INFLUENCE-REFUSAL(2ND OFFENSE)	1
40-5-121	DRIVING WHILE LICENSE WITHDRAWN	1
40-5-20	DRIVING WHILE UNLICENSED (1ST OFFENSE)	1
40-6-10	NO PROOF OF INSURANCE/ MOTOR VEHICLE	1
12-26	OPEN CONTAINER	1
40-6-253	OPEN CONTAINER OF ALCOHOL WHILE OPERATING VEHICLE	1
40-6-16	PASSING STATIONARY EMERGENCY VEHICLE	1
16-13-2B	POSSESSION OF MARIJUANA (LESS THAN ONE OUNCE)	1
40-2-41	TAG COVERS(TINTED) OR OBSCURING TAG FRAMES PROFESSIONALLY	1
40-6-180	TOO FAST FOR CONDITIONS	1
40-8-73.1	WINDOW GLAZING VIOLATION(TINTED WINDOWS)	1

INCIDENT REPORT STATS
Reports from 11/1/2013 to 11/30/2013

WEST POINT PI

OFFENSE GROUP (UCR) OFFENSE	Offenses Reported	Unfounded	Actual Offenses	Total Cleared	# Involving Juveniles	Stolen Property Total	Recover Property Total
ARSON	2	0	2	0	0		
ARSON - RESIDENCE	1	0	1	0	0		
ARSON OFFENSE FREE TEXT	1	0	1	0	0		
ASSAULT/BATTERY	10	1	9	4	0		
ASSAULT/BATTERY OFFENSE FREE TEXT	6	1	5	3	0		
SIMPLE ASSAULT/BATTERY	3	0	3	1	0		
TERRORISTIC THREATS/INTIMIDATION	1	0	1	0	0		
BURGLARY	11	0	11	0	0	3,989.00	
BURGLARY - FORCED ENTRY - NONRESIDENCE	1	0	1	0	0		
BURGLARY - NO FORCED ENTRY - RESIDENCE	2	0	2	0	0	30.00	
BURGLARY OFFENSE FREE TEXT	8	0	8	0	0	3,959.00	
DAMAGE TO PROPERTY	2	0	2	0	0		
DAMAGE TO PROPERTY - PRIVATE	2	0	2	0	0		
DANGEROUS DRUG OFFENSE	2	0	2	1	0		
MARIJUANA - POSSESSION OF	2	0	2	1	0		
DRIVING UNDER THE INFLUENCE	3	0	3	3	0		
DRIVING UNDER THE INFLUENCE OF ALCOHOL	3	0	3	3	0		
FAMILY	3	0	3	0	0		
FAMILY OFFENSE FREE TEXT	3	0	3	0	0		
FORGERY	1	0	1	0	0		
FORGERY - OF CHECK	1	0	1	0	0		
FRAUD	10	0	10	10	0	501.00	16,210.0
FRAUD - ILLEGAL USE OF CREDIT/FINANCIAL TRANSACTION CARDS	0	0	0	0	0		
FRAUDULENT ACTIVITY OFFENSE FREE	9	0	9	10	0	500.00	16,210.0
INVASION OF PRIVACY	6	0	6	3	0		
CRIMINAL TRESPASS	6	0	6	3	0		
LARCENY/THEFT	12	1	11	0	0	887.00	
LARCENY - FROM BUILDING	1	0	1	0	0	15.00	
LARCENY - PARTS FROM VEHICLE	1	1	0	0	0	80.00	
LARCENY OFFENSE FREE TEXT	6	0	6	0	0	744.00	
SHOPLIFTING	4	0	4	0	0	48.00	
MISCELLANEOUS	26	0	26	6	0	15,255.00	75.0
MISCELLANEOUS OFFENSES	26	0	26	6	0	15,255.00	75.0
OBSTRUCTING JUDICIARY	5	0	5	5	0		
FAILURE TO APPEAR	1	0	1	1	0		
PROBATION VIOLATION	4	0	4	4	0		
OBSTRUCTING POLICE	3	0	3	2	0	14.00	14.0
OBSTRUCTING OFFICER/CRIMINAL INVESTIGATION	3	0	3	2	0	14.00	14.0
PUBLIC PEACE	3	0	3	1	3		
DISORDERLY CONDUCT	1	0	1	1	3		
HARASSING COMMUNICATION	2	0	2	0	0		
STOLEN VEHICLE	2	0	2	0	0	7,200.00	7,200.0
THEFT OF OTHER VEHICLE	2	0	2	0	0	7,200.00	7,200.0
REPORT TOTALS	101	2	99	35	3	27,846.00	23,499.0

Public Works Department Activity Report

November 2013

Preventive maintenance on storm water collection system

Grind @ land field

Stock pile dirt @ landfill

Fix road @ land field

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

Work on median at Kia Parkway and Blv.

Put up Christmas lights & Wreathes & banners in town

Put up snow flakes on bridge

Put up trees and decorations @ Depo

Get ready for the Winter Carnival

Clean up after the Winter Carnival

November 2013 Utility Departments Report

Gas Department/Utility Protection **November, 2013**

Task Desc	Gas Crew & Utility Protection	Department Total
INVESTIGATE CUSTOMER COMPLAINT	2	2
MISCELLANEOUS	1	1
LOCATE UNDERGROUND UTILITIES	26	26
INVESTIGATE A REPORTED GAS LEAK	2	2
RESTAKE UG LOCATES	1	1
REPORT OF GAS LEAK	3	3
INSTALL, CHANGE METER	1	1
TURN ON/OFF METER	1	1
WITNESS PRESSURE TEST	1	1
BUILD METER SET	2	2
LEAK RECHECK	3	3
GRAND TOTAL	43	43

Power & Lights **November, 2013**

Task Desc	Electric Crew	Department Total
INVESTIGATE CUSTOMER COMPLAINT	6	6
MISCELLANEOUS	15	15
CUT TREE OR LIMB	1	1
CHANGE METER	6	6
TEMPORARY POWER	1	1
REPAIR STREET LIGHT	4	4
REPAIR SECURITY LIGHT	5	5
POWER OUTAGE	5	5
INSTALL NEW ELECTRIC SERVICE	1	1
GRAND TOTAL	44	44

SERVICE TRUCK
November, 2013

Task Desc	Gas Crew & Utility Protection	Field Customer Service	Department Total
CITY HALL WORK ORDER	0	1	1
TURN ON UTILITIES	2	6	8
TURN OFF UTILITIES	2	9	11
READ-IN / READ-OUT UTILITIES	2	7	9
GRAND TOTAL	6	23	29

Sewer Department
November, 2013

Task Desc	Sewer Crew	Department Total
SEWER JET LINE	1	1
GRAND TOTAL	1	1

Water Distribution
November, 2013

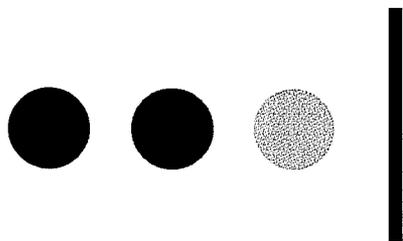
Task Desc	Electric Crew	Water Distribution Crew	Department Total
INVESTIGATE CUSTOMER COMPLAINT	0	2	2
MISCELLANEOUS	0	3	3
CHANGE METER	0	4	4
REPAIR LEAK IN SERVICE LINE	0	1	1
REPAIR LEAK IN MAIN LINE	0	1	1
CHECK WATER PRESSURE	0	2	2
METER READING COMPLAINT	1	0	1
GRAND TOTAL	1	13	14

Water Treatment Plant
September, 2013

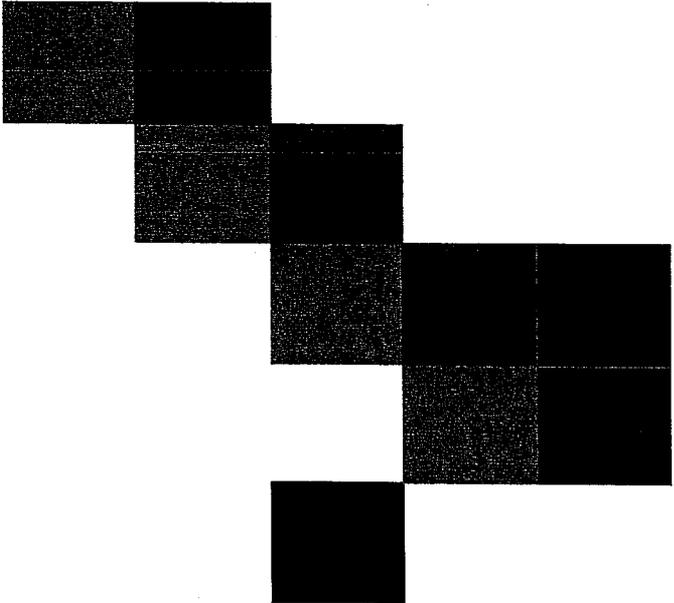
33,051,000 Gallons Withdrawn From River (Average 1,107,700 GPD)
 27,035,000 Gallons Pumped to System (Average 901,166 GPD)

Wastewater Treatment Plant
September, 2013

25,084,000 Gallons Discharged to River (Average 836,133 GPD)
 Percent Water Returned To River = 75.90%

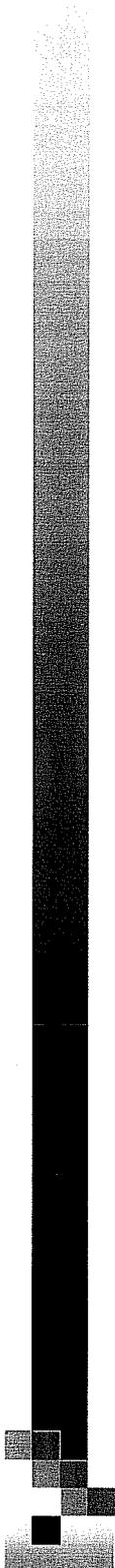


NEW BUSINESS



City of West Point

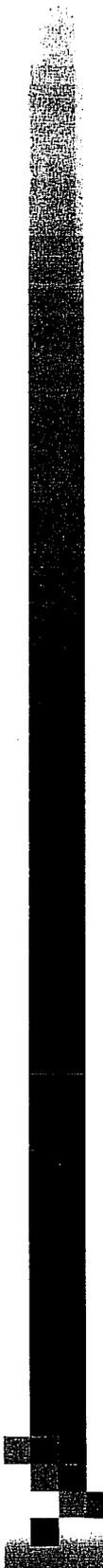
**At-Risk Afterschool Snack
Program
2013 Application**



At-Risk Afterschool Snack Program

What is it?

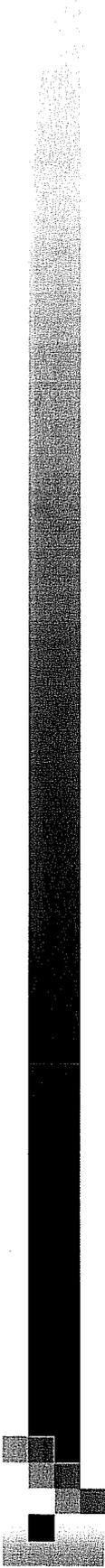
- Reimbursement program for meals or snacks served after school hours during the school term
- Federal funding
- Programs must serve youth in a low-income area



At-Risk Afterschool Snack Program

Who administers the program?

- Child and Adult Care Food Program (CACFP)
- Nationally- USDA and FNS (Food and Nutrition Service)
- Bright from the Start: Georgia Dept. of Early Care & Learning



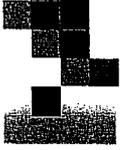
At-Risk Afterschool Snack Program

Why do we need it?

- West Point C.A.R.E.S.-35 students*
- 83.05% of all WPE school students receive free or reduced lunch **
- Allows redistribution of available future funds.

* As of November 20, 2013, enrollment is 39 students. The application is based on 35 students.

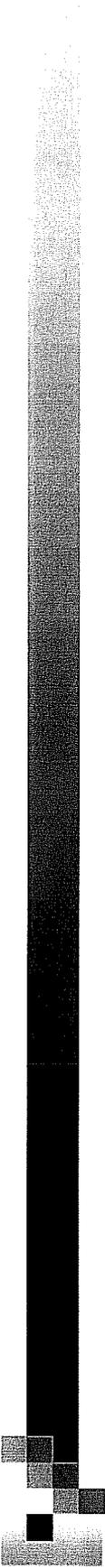
** This statistic from GA. DOE qualifies CARES for the At-Risk Afterschool Snack Program



At-Risk Afterschool Snack Program

Who may apply?

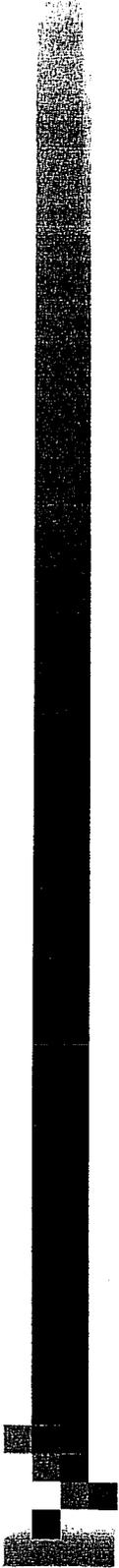
- Local, public or private non-profit organizations
 - Administrative Sponsor
 - Center Sponsor
 - Independent Center
 - At-Risk Afterschool Care Center
 - West Point Youth Center



At-Risk Afterschool Snack Program

How much is reimbursed? (1)

- Program allows reimbursement for food served to youth, ages 4-18, who are enrolled in school
- Supplies, salaries, travel, printing, etc.
- Reimbursement is limited by:
 - Number of students enrolled
 - 2013 CACFP Reimbursement Rates
 - Number of operating days

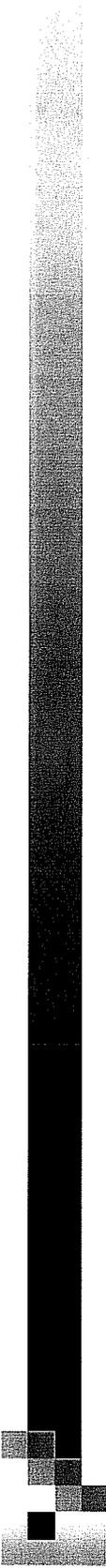


At-Risk Afterschool Snack Program

How much is reimbursed? (2)

- WP C.A.R.E.S enrollment 35 students
- CACFP: Free rate for snacks \$.80 per snack
- Average # of days per month 20 days
- Number of months 10 months

- $35 \times .80 \times 20 \times 10 =$ **\$5,600 per year**



At-Risk Afterschool Snack Program Annual Budget

- Submitted budget will include:

Resource	Budget
Personnel	0.00
Food	4680.00
Non-Food Supplies	803.00
Educational Supplies	32.00
Printing	85.00
Total Reimbursement	5600.00



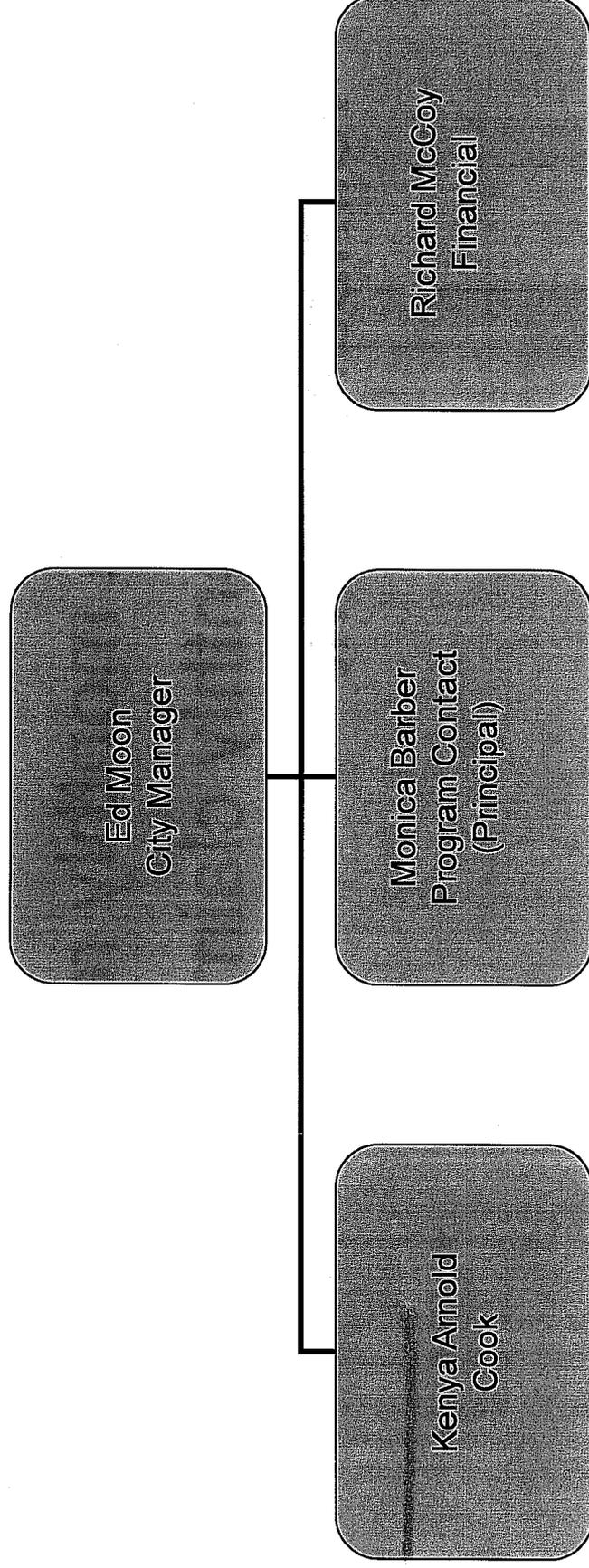
At-Risk Afterschool Snack Program

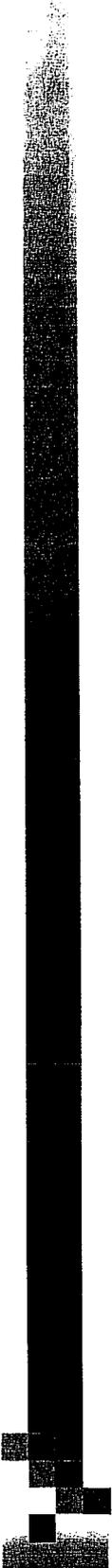
How do we get reimbursed?

- ☑ Attend training
- Submit application
- ☑ Keep daily & monthly records
- Submit a monthly claim for reimbursement

At-Risk Afterschool Snack Program Proposed Personnel

- Provide an organization chart of the project management team.





At-Risk Afterschool Snack Program

How can the Council help?

- Delegation of Authority form and board meeting minutes:
 - discussion regarding CACFP
 - a nomination of a Principal for program
 - a vote appointing the Principal
 - recorded acceptance of the delegation

West Point Fire Department
Emergency Medical Services (EMS)
Training Program

- Is there a need for EMS Training?
- Why in West Point, GA? What are the benefits of the program being in West Point, GA?
- What levels of EMS training will be offered?
- Who would be the instructor(s)?
- What will the program cost the City of West Point?
- Goals for starting dates for programs?

Is there a need for EMS Training?

- Yes
- In West Central GA the current Technical Colleges are not offering EMS training.
- Several private vendors offer Emergency Medical Technician-Basic (EMT-B) and Advanced Emergency Medical Technician (AEMT) courses.
- Paramedic courses can only be offered by programs that are accredited by CoAEMSP (Committee on Accreditation of Educational Programs) beginning 1-1-2013.

Why in West Point, GA? What are the benefits for the program being in West Point, GA?

- West Point appears to be a good location due to the other closest areas offering such training are in Villa Rica, Griffin, and Henry County in Georgia and Opelika in Alabama therefore leaving a large area to draw students from.
- A revenue source for the City of West Point that can support the Fire Department Training and Utilities at the Technology and Training Center building.
- West Point Fire Department employees can take advantage in continuous ed. hours offered locally and at a more affordable price.
- Exposure to the City of West Point with students and employees from other areas.

What levels of EMS training will be offered?

- Emergency Medical Technician-Basic EMT-B
- Advanced Emergency Medical Technician AEMT
- Paramedic
- Refresher class, recertification classes, and specialty class such as ACLS, ITLS, BTLs, AMLS and others ...

Who would be the Instructor(s)?

- Kris Cagle will be the lead instructor for the program. Paramedic and Paramedic Instructor
- Gary Metcalf Paramedic, Flight Medic, RN, and Paramedic Instructor

What will the program cost the City of West Point?

- No out of pocket money for the City of West Point.
- Use of the Technology and Training Center building is requested and the programs budget should allow for compensation for the utilities on the building.

Goals for starting dates for programs?

- EMT-Basic and Advance EMT course starting with State of Georgia course approval beginning in mid January 2014
- Paramedic course to begin after CoAEMSP approval in February 2014.



November 25, 2013

Agenda Item: Annexation Request – Harris County (Northwest Harris Business Park)

Purpose: A request by Harris County to annex 126.986 acres on Highway 103 into the City of West Point.

Background: The property is contiguous to the current city limits of West Point. It is on the west side of Hwy 103 near the entrance to Johnson Controls. The property is being added to the NWHBP for future prospects. The zoning requested is I-2 (Heavy Industrial) which is the same as the existing park.

The application was forwarded to Harris County for review as required by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated. The county filed no objection to this annexation.

Recommendations:

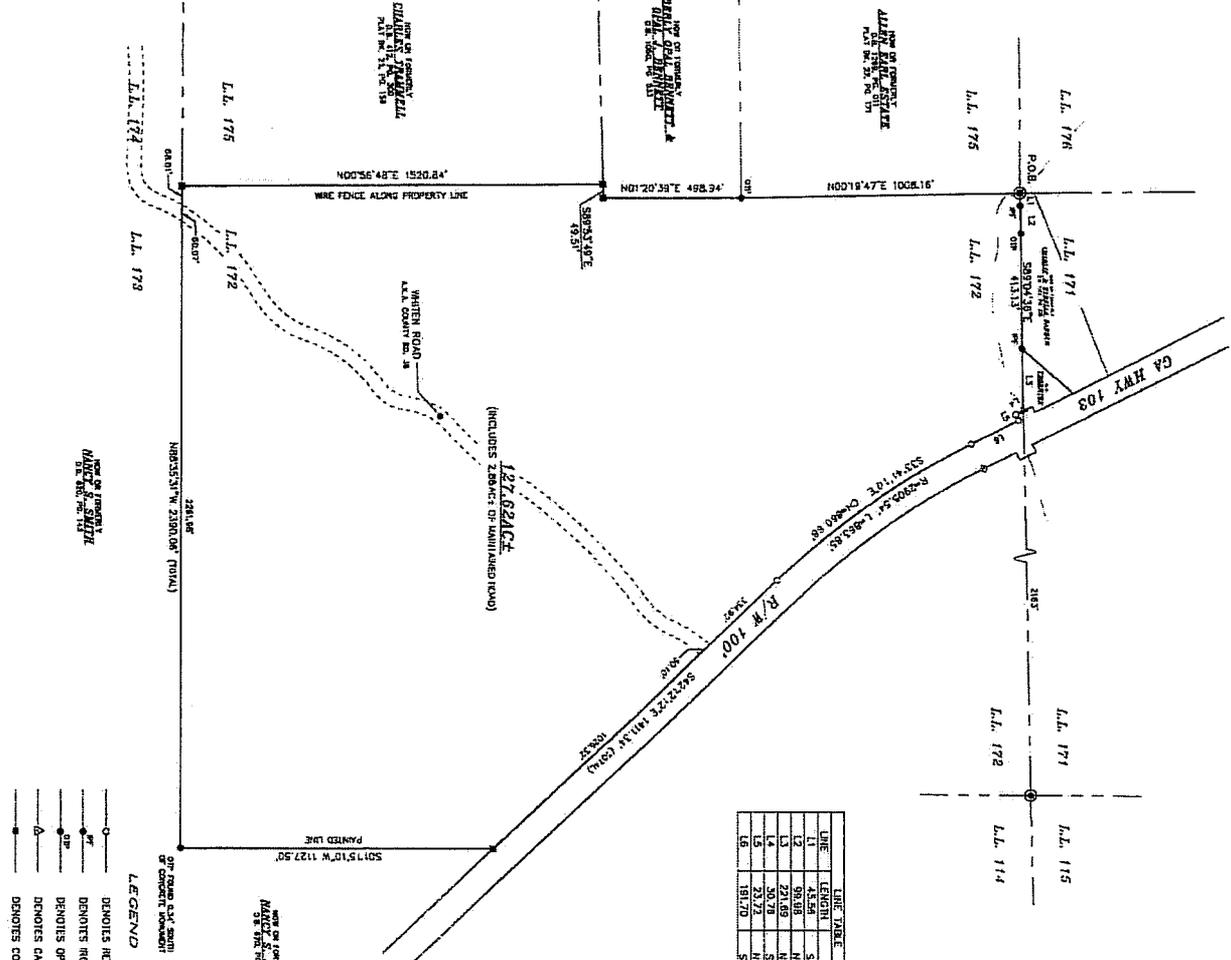
Staff recommends the rezoning and annexation of this property into the City of West Point as I-2 (Heavy Industrial). The Planning Board will review this application at their December 2, 2013 meeting.

PLAT REC. 32, PG. 205



APPROVAL BASED ON COMPLIANCE WITH HARRIS COUNTY SUB-DIVISION ORIGINAL SURVEY IN QUEEN VLN 10, 145, 18013
 APPROVAL BASED ON COMPLIANCE WITH HARRIS COUNTY SUB-DIVISION ORIGINAL SURVEY IN QUEEN VLN 10, 145, 18013
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 APPROVAL BASED ON COMPLIANCE WITH HARRIS COUNTY SUB-DIVISION ORIGINAL SURVEY IN QUEEN VLN 10, 145, 18013



LINE	LENGTH	BEARING
L1	92.86	S87°57'40\"/>
L2	107.72	S87°57'40\"/>
L3	221.09	S87°57'40\"/>
L4	30.70	S27°10'07\"/>
L5	23.73	N84°48'33\"/>
L6	181.70	S25°10'07\"/>

LEGEND

- DENOTES REBAR PER WITH CAP SLT
- DENOTES IRON PIN FOUND
- DENOTES OPEN TOP PIPE FOUND
- DENOTES CALCULATED POINT
- DENOTES CONCRETE MONUMENT FOUND
- DENOTES CONCRETE RIGHT OF WAY MONUMENT

006 036

JOB NUMBER: 2013067
 SURVEYED BY: DCA
 DRAWN BY: DCA
 SURVEY DATE: 10/11/2013
 DRAWING DATE: 10/15/2013
 CHECKED BY: BML

SCALE: 1\"/>

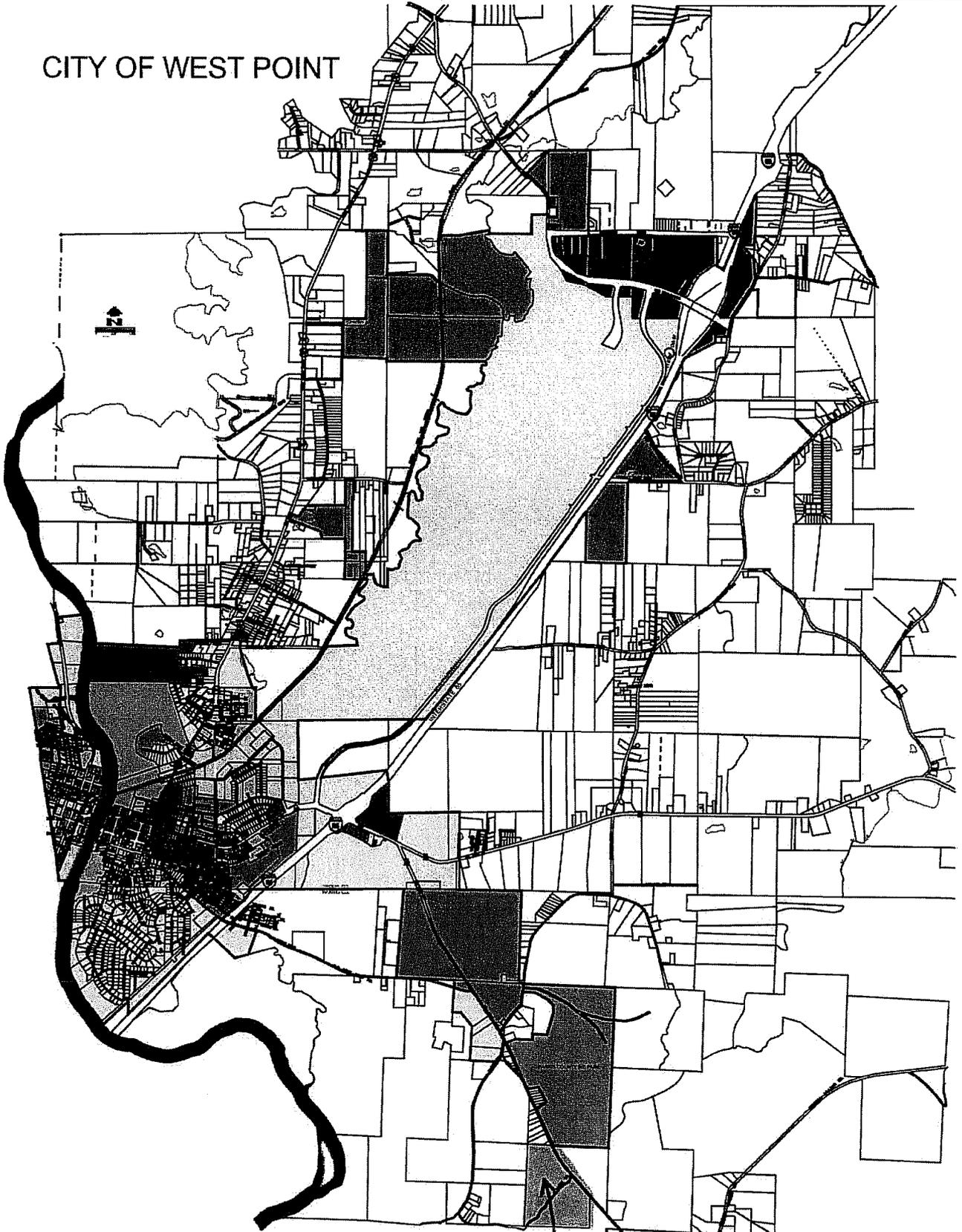
SURVEY PART OF LAND LOT 172 - 5th LAND DISTRICT HARRIS COUNTY, GEORGIA FOR HARRIS COUNTY BOARD OF COMMISSIONERS

Harrison & Adams
 LAND SURVEYING & CONSTRUCTION LAYOUT
 HARRISON AND ADAMS, LAND SURVEYING LLC
 P.O. BOX 536 HAMILTON, GEORGIA
 HARRIS CO., GA COLUMBUS, GA.
 706-457-1618 706-573-4102

DATE: 10-16-13

PAGE NUMBER 1 OF 1

CITY OF WEST POINT



LEGEND

R-1A	SINGLE FAMILY-LOW DENSITY
R-1	SINGLE FAMILY-MEDIUM DENSITY
R-2	MULTIPLE FAMILY-HIGH DENSITY
RPUD-1	RESIDENTIAL PLANNED UNIT DEVELOPMENT
CD-1	GENERAL COMMERCIAL DISTRICT
CD-2	CENTRAL BUSINESS DISTRICT
CH-1	HEAVY COMMERCIAL
MXD-1	MIXED USE (residential / commercial)
MXD-2	MIXED USE (residential / commercial / industrial)
I-1	LIGHT INDUSTRIAL
I-2	HEAVY INDUSTRIAL
	RECREATION/PARKS
	DEVELOPMENT
	GREENSPACE

SUBJECT PROPERTY
OFFICIAL ZONING MAP

NOTES

This is a preliminary map and is not to be used for any purpose without the approval of the City of West Point. It is subject to change without notice. The City of West Point is not responsible for any errors or omissions. The City of West Point is not responsible for any damages or losses resulting from the use of this map. The City of West Point is not responsible for any legal actions or claims resulting from the use of this map. The City of West Point is not responsible for any other actions or claims resulting from the use of this map.

UTILITY/CABLE/CONDUIT EASEMENT

STATE OF GEORGIA,

COUNTY OF TROUP.

THIS INDENTURE, made and entered into on this ____ day of November, 2013, by and between the **CITY OF WEST POINT**, a political subdivision of the State of Georgia (“Grantor”) and **KNOLOGY, INC.**, and its successors and assigns (“Grantee”);

WITNESSETH, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto Grantee, a permanent easement and right of way, including the perpetual right to access and enter upon the Easement Areas (hereinafter described), at any time that it may see fit, and construct, maintain, repair, remove and/or operate copper telephone, coaxial cable, fiber, conduits, wires, equipment and appurtenances thereto or other similar facilities, including, without limitation, switches, amplifiers and other electronic equipment (the “Grantee Facilities”), over, upon, across, through, and under the Easement Areas, together with the right to excavate and refill ditches and/or trenches for the location of said Grantee Facilities, and the further right to remove or trim trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said Grantee Facilities. Grantor hereby agrees that the Grantee Facilities shall remain the property of Grantee, removable at Grantee’s option. Grantor, for itself and its successors and assigns, covenants that the Easement Areas shall not be used in any manner which might interfere with or damage the Grantee Facilities, or which might interfere with the maintenance, operation or removal of the Grantee Facilities. Grantor does hereby covenant with and warrant to Grantee that it has legal title to the Easement Areas and that it has a good and lawful right to convey the Easement Areas, or any part thereof. Grantee may record this Easement in the real property records of the county where the Easement Areas are located. Grantor will execute any and all further documents which Grantee reasonably requests

to assure Grantee the rights granted in this Easement and its ability to record this Easement in the public records.

In undertaking the rights hereinbefore referred to, the work of Grantee shall be done in a good and workmanlike manner by the Grantee and upon completion thereof, Grantee shall leave the premises of Grantor in reasonably clean and good condition and will restore the same to the extent reasonably possible.

The Easement Areas are situated in the City of West Point, County of Troup, State of Georgia, and are legally described on Exhibit A and depicted on Exhibit B, each attached hereto and incorporated herein.

TO HAVE AND TO HOLD said easement and right of way unto Grantee and unto its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto executed this instrument on the day and year first above written.

CITY OF WEST POINT, GEORGIA (SEAL)

BY: _____

Title: _____

ATTEST: _____

Title: _____

STATE OF GEORGIA,

COUNTY OF TROUP.

I, the undersigned Notary Public in and for said County and State, do hereby certify that

_____ AND _____,

whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this ____ day of November, 2013.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

EXHIBIT A
Easement Area Descriptions

Legal Description
Equipment Easement

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to an iron pin set; thence South 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to an iron pin set; thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to an iron pin set; thence North 76 degrees 27 minutes 16 seconds West a distance of 20.00 feet to the Point of Beginning.

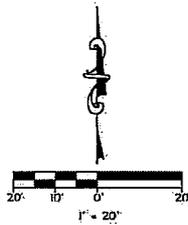
Legal Description
Access Easement

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set; thence South 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to an iron pin set; thence South 76 degrees 27 minutes 16 seconds East a distance of 20.00 feet to a point; thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to a point; thence North 76 degrees 27 minutes 16 seconds West a distance of 20.00 feet to the Point of Beginning.

Legal Description
Cable Easement

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 798.66 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence South 13 degrees 32 minutes 44 seconds West a distance of 64.68 feet to a point; thence South 05 degrees 15 minutes 32 seconds East a distance of 36.35 feet to a point; thence South 84 degrees 44 minutes 28 seconds West a distance of 10.00 feet to a point; thence North 05 degrees 15 minutes 32 seconds West a distance of 38.00 feet to a point; thence North 13 degrees 32 minutes 44 seconds East a distance of 139.34 feet to a point; thence South 76 degrees 27 minutes 16 seconds East a distance of 10.00 feet to a point; thence South 13 degrees 32 minutes 44 seconds West a distance of 53.00 feet to an iron pin set; thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to the Point of Beginning.

LOCATION EASEMENT SURVEY
 PREPARED FOR
WIDE OPEN WEST, INC.
 PROPERTY BEING LOCATED IN
 LAND LOT 318, 5TH LAND DISTRICT
 CITY OF WEST POINT
 TROUP COUNTY, GEORGIA
 AUGUST 28, 2013



Legal Description

1
Easement Easement

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 799.66 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to an iron pin set thence South 76 degrees 27 minutes 43 seconds East a distance of 20.00 feet to a point thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to a point thence North 76 degrees 27 minutes 43 seconds West a distance of 20.00 feet to the Point of Beginning.

Legal Description

2
Access Easement

Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 799.66 feet to an iron pin set thence South 76 degrees 27 minutes 43 seconds East a distance of 20.00 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to a point thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to a point thence North 76 degrees 27 minutes 43 seconds West a distance of 20.00 feet to the Point of Beginning.

Legal Description

3
Cable Easement

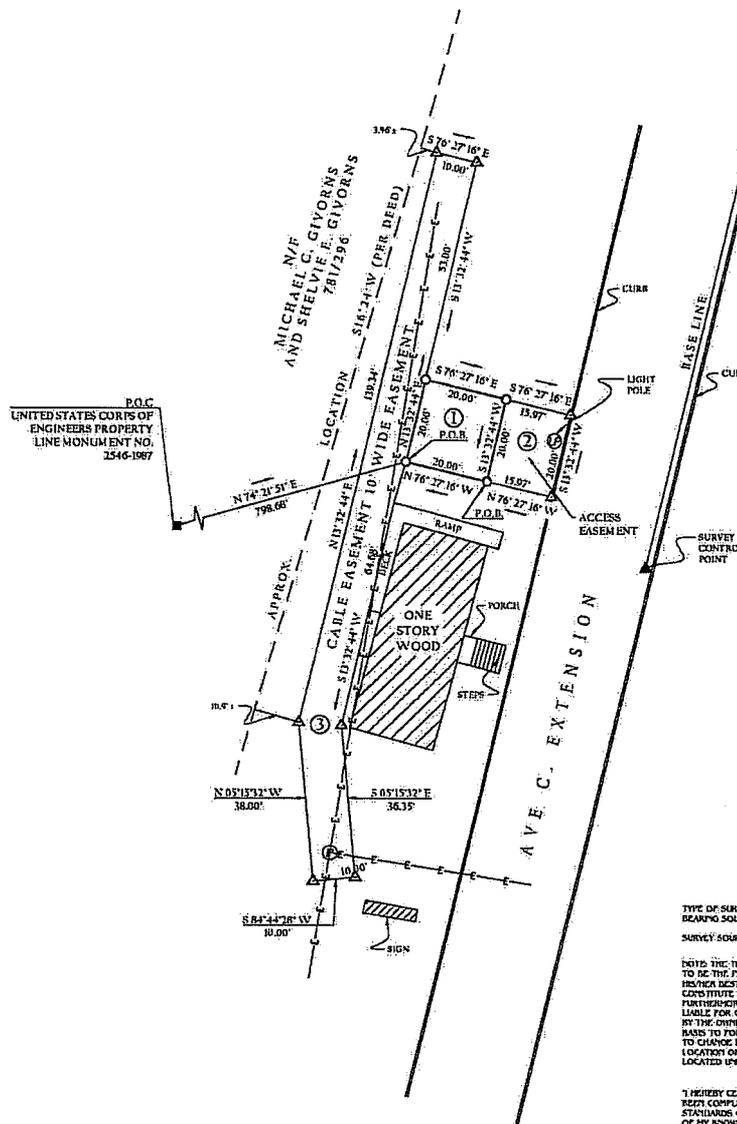
Commencing at a United States Corps of Engineers Property Line Monument No. 2546-1987; thence North 74 degrees 21 minutes 51 seconds East a distance of 799.66 feet to an iron pin set and the Point of Beginning. From said POINT OF BEGINNING thence North 13 degrees 32 minutes 44 seconds East a distance of 20.00 feet to a point thence South 13 degrees 32 minutes 44 seconds West a distance of 20.00 feet to a point thence North 76 degrees 27 minutes 43 seconds West a distance of 20.00 feet to the Point of Beginning.

LATITUDE: 32-53-52.21
 LONGITUDE: -85-03-56.90
 TAX MAP: 054-00-00-003

I HEREBY DECLARE THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
 DATE: _____
 THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLASSED PRECISION OF ONE FOOT IN _____ FEET AND AN ANGLE ERROR OF _____ PER ANGLE POINT, AND WAS ADJUSTED USING _____ METHOD.
 THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLASSED AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN _____ FEET.

LEGEND OF ABBREVIATIONS

ALL DIMENSIONS AND DISTANCES CALCULATED UNLESS MARKED OTHERWISE.
 R = POINT B.S. = SOUTH, E = EAST, W = WEST, S.E. = SECTION 1 = TOWNSHIP, R = RANGE
 P.B. = POINT OF BEGINNING, P.C. = POINT OF COMMENCEMENT, CONC. = CONCRETE
 AC-F = ACRES MORE OR LESS, S = SECTIONS, P = PERMITS OR PERC., S = SECTIONS OR PERMITS
 DO = DEED BOOK, PS = PLAT BOOK, PD = PAGE, RW = RIGHT OF WAY, N/A = NOT APPLICABLE
 BL = BUILDING LINE, PM = MEASURED DISTANCE, OR = RECORDED DISTANCE, C = CENTERLINE
 C = CONCRETE MONUMENT WITH TOP, B = IRON PIN FOUND, SET = SET CONCRETE MONUMENT
 C = CONCRETE MONUMENT FOUND, A = CALCULATED POINT, S = STATE SET, T = TIE
 L = LIFE, D = DO NOT SCALE, HW = HIGH OR FORECAST, ST. = STREET, CL = COUNTY ROAD
 M = STAKE MARK, C = CORNER, P.O.B. = POINT OF BEGINNING, E.P.C. = ELEVATION POINT, P = PERMITS
 CONC. = CONCRETE, FND. = FOUND, RND. = ROUND, AVE. = AVENUE, HWY. = HIGHWAY
 N.S. = NODRILLAGE, B4 = FIRE HYDRANT WATER VALVE, P = POWER POLE, B1 = WATER METER
 M = POWER METER, P = PROPERTY LINE, SW = SIDEWALK, E = ELECTRIC TRANSMISSION



- 1 EQUIPMENT EASEMENT
- 2 ACCESS EASEMENT
- 3 CABLE EASEMENT

APPROVED BY THE CITY OF WEST POINT
 PLANNING AND ZONING DEPARTMENT

AUTHORITY _____ DATE _____

TYPE OF SURVEY: LOCATION EASEMENT SURVEY
 BEARING SOURCE: FIELD

SURVEY SOURCE: FIELD BOOK 781 PAGE 781

THESE TERMS AND CONDITIONS OF CERTIFICATION AS USED ON THIS PLAN IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORWARDED ON WITHOUT BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THE SURVEYOR DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM EROSIONS OR INCORRECT INFORMATION FURNISHED BY THE ORIGINAL LENDER, OWNERS, CONTRACTORS, OR OTHERS, WHICH IS USED AS A BASIS TO FURNISH THE SURVEYOR'S OPINION. WATER BOUNDARY LINES ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND MAY OR MAY NOT REPRESENT ACTUAL LOCATION OF LIMIT OF TITLE, FOUNDATIONS AND UNDERGROUND UTILITIES ARE NOT LOCATED UNLESS OTHERWISE SHOWN OR NOTED.

I HEREBY CERTIFY (OR STATE) THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYORS IN THE STATE OF GEORGIA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR'S SIGNATURE: _____
 GEORGIA LICENSE NUMBER: 2211 DATE: _____

NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY MORRIS DESIGN GROUP, L.L.C. NO USABLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS MADE THAT EASEMENTS DO NOT OVERLAP OR INTERFERE WITH IMPROVEMENTS DO NOT EXIST.

THIS PLAT/DRAWING IS THE PROPERTY OF MORRIS DESIGN GROUP, L.L.C. AND SHALL NOT BE REPRODUCED IN WHOLE OR PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF MORRIS DESIGN GROUP, L.L.C.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 14-9-27.

NOTE THIS PROPERTY IS IN A FLOOD ZONE AS DETERMINED BY SCALE FROM FIRM MAP

COMMUNITY: 13078
 PANEL: 028E
 DATED: JULY 3, 2012

EQUIPMENT USED: TOPCON GTS-713



NOT VALID UNLESS SIGNED WITH ORIGINAL SIGNATURE

MORRIS DESIGN GROUP, L.L.C. 28 VETERANS MEM. PKWY, LANETT, AL 36863
 TELEPHONE # (334) 642-5320 FAX # (334) 642-6545 E-MAIL: WWW.MORRISURVEY.COM

FIELD BOOK: WDM0800
 DRAWING NO.: _____
 DATA FILE: WDM0800
 PLAT NO.: 2013-089

**GENERAL AGREEMENT FOR
JOINT USE OF POLES**

PREAMBLE

THIS AGREEMENT, effective this 9th day of December, 2013 (the "Effective Date"), by and between City of West Point, a corporation organized under the laws of the State of Georgia (hereinafter called the "Electric Company"), and Interstate Telephone Company, d/b/a KNOLOGY Georgia, a corporation organized under the laws of the State of Georgia (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective Poles, erected or to be erected within the areas in which both Parties render service in the State of Georgia, whenever and wherever such use shall, in the estimation of both Parties, be compatible with their respective needs.

WHEREAS, in the areas in the State of Georgia served by both Parties, joint use of certain Poles is currently not governed by the terms of a Joint Use Contract, between the Electric Company and the Telephone Company; and

WHEREAS, the Parties desire to continue such joint use and to use other Poles jointly in the future, when and where such joint use will be of mutual advantage in meeting their respective service requirements.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

ARTICLE I
SCOPE OF AGREEMENT

This Agreement shall be in effect in areas in which both of the Parties render service and shall cover, subject to the terms of this agreement, all Poles of the Parties now existing or hereafter erected, excepting Poles, not yet in Joint Use, which carry, or are intended by the Owner to carry circuits or facilities of such a character that makes Joint Use of such Poles undesirable because of a bona fide technical or operational reason. This Agreement is intended to govern Attachments placed by the Electric Company for the purpose of providing services over its electric facilities; and the Telephone Company for the purposes of providing services over its communications facilities.

ARTICLE II
DEFINITIONS

For purposes of this Agreement, the following terms when used herein shall have the following meanings:

- A. Agreement means this Joint Use Agreement entered into between the Electric Company and the Telephone Company.
- B. Allocated Space is the space reserved for each Party and is defined as follows:
1. For Electric Company - it is the exclusive use of eight feet (8') measured downward from the top of a Standard Joint Use Pole, including Pole top, transformer and other miscellaneous assemblies.
 2. For Telephone Company - it is the exclusive use of one (1) foot of space measured upward from the Initial Point of Attachment on the Pole. The Initial Point of Attachment shall be the lowest point on the pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the Parties sound engineering practices dictate a higher minimum clearance. No Third Party shall place Attachments on the Pole below the point of the Telephone Company's Attachments if Telephone Company's attachments are placed at the lowest point on the pole required to provide minimum clearance above the ground.
- C. Anchor is a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of Telephone Company or Electric Company plant. Anchors shall be of sufficient size to hold the load placed on it.
- D. Attachment is any wire, cable, strand, material, pedestal, or apparatus attached to a Joint Use Pole, excluding ground wires, service drops, (provided that the service drop attachment is located inside the allocated space on the pole as defined in Article 2 section B.2) now or hereafter used by either Party in the construction, operation or maintenance of its plant. Facilities which are bonded to a Pole ground, shall be considered an Attachment. The terms of this Agreement do not include attachment of equipment for use in wireless communications.
- E. Code means the National Electrical Safety Code (NESC), as amended from time to time.
- F. Emergency means a situation where the Pole is damaged, or subject to failing, and such failure is likely to jeopardize the general public.
- G. Joint Use means the occupancy, or reservation of space to the extent allowed by law, on a Pole by both the Owner and the Licensee.
- H. Joint Use Pole is a Pole upon which space is provided under this Agreement for the Attachments of both Parties, whether such space is actually occupied by Attachments or reserved therefore upon specific request and to the extent allowed by law.

- I. Licensee is the Party having the right under this Agreement to make Attachments to a Joint Use Pole that the other Party owns.
- J. Make-Ready Work means the work required to accommodate Licensee's Attachments on a Joint Use Pole, including, but not limited to, Rearrangement or Transfer of existing Attachments and the facilities of other entities, inspections, engineering work, tree trimming (other than tree trimming performed for normal maintenance purposes), and Pole Relocation and Replacement.
- K. Owner is the Party owning the Joint Use Pole.
- L. Party means either Electric Company or Telephone Company; collectively Electric Company and Telephone Company will be referred to as Parties.
- M. Permit means a request to attach to a pole submitted by the Licensee to the Owner for its review and approval prior to the placement of Attachments by Licensee.
- N. Place or Placement means the installation of a Pole suitable for Attachments.
- O. Pole or Poles include the singular and plural.
- P. Rearrange is to move Attachments from one position to another on a Pole.
- Q. Relocate is to change the location of an existing Pole by removing and reinstalling said Pole in a new location or installing a new Pole in the new location and removing the existing Pole.
- R. Replace or Replacement is to install a new Pole in close proximity to an existing Pole and removing the existing Pole.
- S. Reserved, as applied to space on a Pole, means unoccupied Allocated Space provided, and maintained by Owner, either for its own use or for Licensee's exclusive use, to the extent allowed by law. All Reserved space is subject to rental payments under the terms of this Agreement.
- T. Right-of-Way is the legal right to use the property of another.
- U. Standard Joint Use Pole means a forty (40) foot class five (5) wood Pole as classified by the Pole classification tables of the American National Standards Institute. Also included as Standard Joint Use Poles are those poles which the Licensee has accepted as suitable for its use by the installation of its Attachments to the Pole.
- V. Standard Space Allocation means the Allocated Space for the Electric Company and the Telephone Company.

- W. Third Party means a person or entity that is not a signatory to this Agreement. For purposes of this Agreement, Third Party Attachments shall be considered by the Licensee as Attachments of the Owner.
- X. Transfer is the removal of Attachments from one Pole and placing them upon another.
- Y. Unallocated Space is that part of a Pole not included in allocated space.

ARTICLE III SPECIFICATIONS

- A. Joint Use Poles covered by this Agreement shall at all times be in conformity with all applicable provisions of law and with the minimum requirements of the Code in effect at the time the respective Attachments are made, the standards of the Owner which are required of all parties using Owner's poles and with such additional requirements as may be mutually authorized by both Parties. If any Attachments were in compliance with the Code and the standards of the Owner when made, but later become out of compliance with the Code and the standards of the Owner due to changes in the Code and/or the standards of the Owner and are not covered by any grandfather clause as to such Attachments, then such Attachments shall be brought into compliance with the Code and the standards of the Owner when any work is next performed on such Attachments. To the extent any requirements or specifications of the Code or standards of the Owner may conflict, the more stringent shall apply. This provision shall not be interpreted to impose an obligation on either Party to inspect existing Attachments every time the Code is amended.
- B. As long as the provisions of Code and/or the standards of the Owner in effect at the time the Attachments were made have been met, any Joint Use Pole in place before the Effective Date of this Agreement shall be deemed a Standard Joint Use Pole and satisfactory to both Parties and adequate for their requirements, whether or not the space allocations defined herein have been observed.

ARTICLE IV CONDITIONS FOR USE OF SPACE

Subject to the terms and conditions of this Agreement, each Party hereby permits joint use by the other Party of any of its Poles in accordance with the Standard Space Allocation and the following:

- A. Either Party may use vertical space below its Allocated Space if the proposed use is authorized by the requirements of the Code and standards of the Owner and such use does not preclude the use of the space by the Party to which such space is allocated. Use of such space must be in compliance with all other provisions of this Agreement including Article XII, Rentals.

- B. If the Allocated Space is subsequently needed and the provisions of the Code and standards of the Owner cannot be met, then the Party to whom the space is not allocated, but who is utilizing the space allocated to the other Party pursuant to section A of this Article, shall be responsible, at its sole expense, for the cost of Rearrangement or Pole Replacement when necessary in order to accommodate the Party having the Allocated Space.
- C. So long as the provisions of the Code and standards of the Owner are met, Unallocated Space below that party's Allocated Space may be used for vertical runs and/or the mounting of equipment or Attachments by either Party. If the provisions of the Code and standards of the Owner cannot subsequently be met, then billing for any required modification will be in accordance with Article IX, Division of Costs. All other provisions of this Agreement, including Article III and Article XII shall apply to vertical attachments.

ARTICLE V
ESTABLISHING JOINT USE OF POLES

- A. So long as the subject Pole is not excluded from Joint Use under the provisions of Article I, the Licensee may receive permission to install initial Attachments or place additional Attachments by submitting an Application and License (Permit) (Exhibit A) and receiving approval prior to placing such Attachments. Within fifteen (15) business days after the receipt of such completed application the Owner shall notify the applicant in writing whether the application is approved or rejected. If so approved or if not rejected within the fifteen day period, the pole will become a Joint Pole, and the Licensee shall have the right to place Attachments on such pole subject to all other provisions of this Agreement, including Article III. If the Permit is approved, it shall be considered Reserved for the Licensee's use and will be subject to all other provisions of this Agreement, including Article XII, Rentals. If Make-Ready Work is required before a Licensee can place its Attachments on a Pole, the Owner shall provide an estimate of the cost of such work and the amount which the Licensee shall be responsible for. Upon Licensee's approval of the estimated cost of Make-Ready Work, the Owner shall complete the Make-Ready Work in a reasonable time and promptly notify the Licensee in writing or by electronic means when the Make-Ready Work is completed. In emergency situations, the Owner will cooperate with the Licensee to have the Make-Ready Work performed on an expedited basis. If a Third Party must move its Attachments in order for Licensee to place its Attachments on a Pole, the Licensee shall pay the Third Party's reasonable Transfer costs. Licensee shall reimburse Owner for the actual costs of Make-Ready Work, however in no case shall the Licensee be responsible for Make-ready Work in excess of 20% of the Owner's estimate unless Licensee has revised the character of attachments or has otherwise modified its plans from those originally submitted to Owner.
- B. Whenever Licensee desires to add to or upgrade its facilities in an existing Joint Use Pole line, it will submit a Permit in the form of Exhibit A to Owner specifying the type of existing and proposed facilities to be attached to Owner's poles. If the existing

pole is insufficient for the existing and proposed new facilities, Owner shall rebuild the Pole/Poles to accommodate Licensee's upgraded facilities. For a Pole erected to replace such Joint Use Pole solely because the existing Pole is of insufficient height or strength to provide adequately for Licensee's requirements, and where such Joint Use Pole at time of erection or by Attachment thereto by Licensee had been previously pronounced satisfactory, then Licensee shall thereupon pay to the Owner the cost of the Replacement Pole, including Transfers and Rearrangements of the Owner and the cost of removal of the old pole, less salvage. Upon Licensee's request, Owner shall provide Licensee with documentation to support Owner's cost demand.

- C. Notwithstanding sections (A) and (B) above, Licensee is not required to submit a Permit or otherwise provide notice before placing non-guyed service wires.
- D. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable. Guys shall be installed prior to the placement of any wires or associated equipment. The foregoing shall not apply to service drops.
- E. In the event Owner discovers: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized use of Owner's anchors as outlined in Article IX, Division of Costs; and/or c) authorized Attachments which do not comply with requirements of Article III, Specifications, hereinafter "irregular plant conditions", Owner shall inform Licensee of the same. Owner shall also state whether any pole on which unreported attachments has been placed is excluded from Joint Use under Article I of this Agreement. Licensee shall, within thirty (30) days of receiving notice of any unreported attachments: (1) remit to Owner any unpaid rental due for such Attachments; and (2) remove any Attachments made to poles which are excluded from Joint Use. A completed Permit for all unreported Attachments made to Joint Use Poles shall accompany payment. For purposes of determining unpaid rental for each unreported Attachment in the event that the time of installation cannot be determined, it shall be deemed to have occurred on the date succeeding the day on which the last physical inventory was performed in accordance with Article XII, Rentals.
- F. Within forty-five (45) days of receiving notice from Owner, Licensee, at its sole expense, shall, replace, relocate or modify all or any: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized Attachments to Owner's anchors as outlined in Article XIX, Division of Costs; and/or c) Attachments which do not comply with requirements of Article III, Specifications. Licensee shall notify Owner of the performance of such work within two (2) weeks of its completion.

- G. Costs in connection with establishing Joint Use Poles, including any necessary Pole Replacements, shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VI
ERECTING, REPLACING OR RELOCATING JOINT USE POLES

- A. Existing Joint Use, Owner Upgrades Its Facilities. In the event that Owner desires to upgrade its facilities in a manner that would require action by the Licensee in an existing Joint Use Pole line, Owner will notify Licensee in writing or by electronic means of this desire, and also when construction of the new Pole is completed or required Rearrangements have been made. Transfer of Licensee's facilities shall be governed by Article VIII, Maintenance of Poles and Attachments.
- B. In emergency situations, or in non-emergency situations with the prior written consent of the other Party, a Party may Replace Poles for the other Party. Where Poles are Replaced on an emergency basis, the Party Replacing the Poles shall give the Pole Owner verbal notice of the emergency situation as soon as practicable and give written notice of the Replacement within five (5) business days of making the Replacement. The Owner shall pay the other Party all reasonable costs associated with such Replacement. The new Pole shall remain the property of the original Owner whose Pole was Replaced.
- C. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable.
- D. Costs in connection with establishing new Joint Use Poles shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VII
RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

- A. Each Party shall be responsible for obtaining its own Rights of Way. When new lines are constructed after the effective date of this Agreement, the Owner may obtain suitable right-of-way for both Parties on Joint Use Poles, using a form substantially similar to Exhibit B. Said right-of-way easements shall be in sufficient detail for identification and Licensee may receive a copy of any such easement for the purpose of insuring that it is duly recorded in the public records of the county in which the right-of-way easement is located. No guarantee is given by the Owner of permission from property owners, municipalities, or others for the use of its Poles by the Licensee.
- B. The Owner shall, when constructing a new Joint Use Pole line, clear a right-of-way sufficient for both Parties. Subsequent trimming shall be the responsibility of the Party requiring the trimming. The Parties may develop, by mutual agreement,

arrangements for sharing costs of subsequent trimming and repetitive clearing to insure safe access to the poles and facilities of each Party.

ARTICLE VIII
MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Owner shall, at its own expense, maintain its Joint Use Poles in a safe and serviceable condition, in accordance with Article III, Specifications, and shall Replace, reinforce or repair Poles that, in the Owner's judgment, become defective.
- B. Whenever it is necessary to Replace or Relocate a Joint Use Pole, the Owner shall, before making such Replacement or Relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed Replacement or Relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or Relocated Joint Use Pole.
- C. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both Parties. The electronic notification system of pole transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both Parties shall have and utilize the necessary electronic equipment required by NJUNS for this system.
- D. Should the Licensee fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Owner responsible Transfers have been accomplished), the Owner may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If the Owner so elects, such old pole shall thereupon, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. In instances where the Electric Company is the Owner of such pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Owner before relinquishing ownership, if the pole remains in structural conflict with the power route. Licensee shall reimburse Owner for the costs incurred in removal of the "unused portion of the Pole."
- E. Should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments and after all Third Party and Owner responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if the Owner does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee. In the event the

Licensee notifies the Owner that the Transfer has been accomplished and the Owner returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two or more Poles needlessly remaining at the same location for extended periods of time.

- F. When Replacing a Joint Use Pole, the new Pole will be installed as closely as possible to the existing Pole unless special conditions make it necessary to set it in a different location.
- H. In the event of termination of the rights of the Parties to attach to additional Joint Use Poles, the Parties may continue to place additional Attachments on existing Joint Use Poles, subject to the normal permitting processes as provided for in Article V, Establishing Joint Use of Poles, and to maintain their existing Attachments.

ARTICLE IX DIVISION OF COSTS

- A. The cost of establishing a new Joint Use Pole line shall be borne by the Parties in accordance with the following:
 - 1. A Standard Joint Use Pole, or smaller, shall be erected at the sole expense of the Owner.
 - 2. In the case of a Pole larger than the Standard Joint Use Pole required by either Party, the Party requiring the extra height and/or class shall pay for the additional reasonable costs in excess of a Standard Joint Use Pole. If Owner adds features or betterments not required by Licensee, Owner shall pay the costs associated with such features or betterments.
- B. The cost of establishing joint use on existing Pole lines or modifying existing Joint Use Pole lines shall be borne by the Parties in accordance with the following:
 - 1. For Placement of intermediate Poles or Replacement of non-defective Poles for the Licensee, the Licensee shall pay the total reasonable cost of the intermediate Pole or the Replacement Pole and the Owner's costs to Transfer its facilities and the cost of removal of the old pole, less salvage. Licensee shall be responsible for Transferring its own facilities.
 - 2. For Replacement of existing defective Poles with a new Pole of the same size or class shall be done at the expense of the Owner. Each Party shall be responsible for Transferring its own facilities.
- C. Except as otherwise specifically provided in this Agreement, each Party shall bear the

costs of placement, Transfer, and Rearrangement of its own Attachments, place guys and Anchors to sustain any unbalanced loads caused by its Attachments, and perform any tree trimming or cutting incident thereto.

1. Licensee is prohibited from using Owner's existing anchors without the express written consent of Owner. If such use of Owner's anchor is requested by Licensee, or found existing in the field, Licensee will pay Owner for any costs incurred in evaluating the overall holding capacity of the existing anchor as a result of imposition of Licensee's load on said anchor. If the anchor is sufficient to support the existing and proposed loads, and if such use is approved by Owner, Licensee shall pay to Owner a fee equal to one half the current installed cost of such anchor.
 2. Notwithstanding the foregoing, where one Party provides, at the request of the other Party, double thimble anchor rods and anchors for the use of both Parties, the Party requesting the double thimble anchor rods and anchors shall pay to the Party placing the double anchor rods and anchors a sum equal to one-half the cost of the anchor rods and anchors in place.
 3. In cases where existing anchor rods and anchors are adequate for the needs of only one Party, the Party desiring additional guys and anchors may install anchors and anchor rods at no expense to the other Party; or, in case of right-of-way restrictions, may provide a double thimble anchor rod and anchor to which the other Party can Transfer its existing guy at its own expense.
- D. In the case of a Pole larger than the Standard Joint Use Pole where the additional height and/or strength required is for the purpose of both Parties, the reasonable cost of the increase above a standard Joint Use Pole shall be shared equally by both Parties, with Owner being responsible for the cost of a Standard Joint Use Pole and Licensee being responsible for one half of the reasonable expense of the additional height or strength.
- E. When less costly Rearrangements can be performed by either Party which would defer the cost of Replacing a Pole, the Parties shall work together to attempt to minimize costs with the Owner retaining the right to replace its Poles when it deems appropriate.
- F. Any payments made by the Licensee under the foregoing provisions of this Article shall not entitle the Licensee to ownership of any part of said Pole.
- G. Each Party shall bear the actual reasonable cost of repairing damages to the other Party's facilities occasioned by its improper construction practices, its negligence, or the negligence of others acting on its behalf.

H. Either Party may request reasonable documentation supporting any demand for payment.

**ARTICLE X
CHANGE IN THE CHARACTER OF CIRCUITS**

When either Party desires to change or upgrade its system which causes it to exceed its Allocated Space and to Replace pole(s) in a joint use route, it shall give the other Party sixty (60) days' written notice of such contemplated change. Within thirty (30) days of receipt of such notice given by the Party making the change, the other Party shall respond in writing whether it agrees to joint use with the proposed changes. In any event, the work shall proceed in accordance with the provisions below:

1. The parties hereto shall work together in good faith to determine which facilities shall be removed from existing points on the Joint Use Poles involved and the cost of establishing such changes in a new position on such poles, or in a new location elsewhere, so that the Party not requiring the change can continue to furnish the same service that existed before the changes were proposed.
2. If the Party requesting the upgrade ("the Requesting Party") is the Owner, the Requesting Party shall be responsible for the costs associated with the pole replacements in the manner set forth below, and its own transfer costs. If the project involves 20 poles or less, the Licensee shall bear the costs of transferring its facilities. If the project involves more than 20 poles, the Owner shall pay a pro-rata share of the Licensee's transfer costs based on the following percentage: the numerator shall be the total number of poles in the project less 20 and the denominator shall be the total number of poles (including the first 20). The Licensee is responsible for paying the remainder of its transfer costs. Notwithstanding the foregoing, if the replacement poles are not suitable for joint use and, as a result, Licensee is prohibited from relocating its facilities to the new poles, the Requesting Party shall be responsible for reimbursement of the costs incurred by Licensee to make changes so that the Licensee can continue to meet its service requirements.
3. If the Requesting Party is the Licensee, the Requesting Party shall pay the Owner the difference between the in-place cost of the taller/stronger poles and the in-place cost of the Standard Joint Use Pole, as well as the then in-place value of the poles replaced. The Requesting party shall also be responsible for the costs incurred by both parties to transfer their facilities to the new poles.
4. In either case, ownership of any new Poles placed pursuant to this Article shall remain with the Owner of the poles that were replaced, unless otherwise agreed to by the Parties in writing.

A party shall not attempt to circumvent subsection (2) of the Article by dividing a project into smaller segments.

ARTICLE XI ABANDONMENT

- A. If the Owner decides at any time to abandon any Joint Use Pole, it shall give the Licensee notice in writing or by electronic means at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of said period, the Owner and any Third Parties have no Attachments on such Pole but the Licensee shall not have Relocated or removed all of its Attachments therefrom, the Owner may send Licensee written notice that Owner intends to transfer ownership of the Pole to Licensee. If Licensee does not remove its Attachments from the Pole within ten (10) days of receipt of Owner's notice of intent to transfer ownership, Owner may transfer ownership of the Pole to Licensee by sending Licensee written notice of the transfer of ownership. Upon receipt of Owner's notice of transfer of ownership, the Pole shall then become the property of Licensee and Licensee shall save harmless the former Owner from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter arising out of the presence, location or condition of such Pole or any of Licensee's Attachments thereon, unless such liabilities or damages arise from the negligence or intentional acts or omissions of the former Owner.
- B. If Licensee decides to transfer its Attachments after Pole ownership has been transferred, Licensee may do so, but Licensee will be responsible for the pulling and disposal of the old Pole(s).
- C. This Article may not be used to circumvent the procedures set forth in this Agreement regarding Transfers.

ARTICLE XII RENTALS

- A. Rental. The rental rate for attachments shall be Twenty Dollars (\$20.00) paid by the Telephone Company and Twenty Dollars (\$20.00) paid by the Electric Company. The effective date of this rental rate is January 1, 2014 and is to be paid no later than January 30, 2014 for the number of Joint Use Pole Attachments in use as of the preceding December 1, 2013.
- B. Netting. Rather than Electric Company and Telephone Company issuing separate bills, the Party owning the greater number of Joint Use Poles shall calculate the amounts due for each party and reduce the amount billed by the rental due the other Party, so that a net bill is issued. After the netting process, the predominant pole owner will prepare and forward an invoice on or about the tenth day of December. Payment shall be due within thirty (30) days from submission of invoice by the predominant pole owner. In the event that payment of an invoice is not received by the predominate pole owner on or before the date due, or is underpaid, the party

receiving the invoice shall pay in addition to the amount due, interest in the maximum amount allowed by State law.

- C. Annually on or before December 1st, the Parties acting in cooperation shall subject to the provisions of this Article, tabulate the total number of Joint Use Poles in accordance with procedures agreed upon by the respective Parties.
- D. For the purpose of computing the total annual rental fee due hereunder, the total fee shall be based upon the number of Joint Use Poles determined by the current physical Pole inventory plus any additional Poles brought under this Agreement, or minus any Poles deleted from this Agreement.
- E. At intervals of not less than five (5) years and at the written request of a Party, an actual physical inventory of Joint Use Poles, may be made jointly by the Parties. When a third-party is to perform the inventory, each Party to this Agreement shall provide a list of their approved contractors to participate in a bid. The Parties shall cooperate in the selection of the contractor, and if one can be agreed upon, the Parties shall share equally the costs of the inventory. If the Parties cannot agree upon a contractor, each Party shall select their own representative to conduct an inventory, with the cost of such representative to be borne by the Party employing them. If any difference in the number of Joint Use Poles is found between the actual physical inventory and the previous inventory adjusted by any Attachments added or Attachments removed since the last inventory, the differential will be prorated as if the subject Attachments were placed in equal numbers over the years that have elapsed since the prior inventory and shall be billed and paid at the then appropriate rate in effect.

ARTICLE XIII PERIODICAL ADJUSTMENT OF RENTALS

For the year ending 2015 and at intervals of not less than every three (3) years thereafter, the rental rates applicable under this Agreement shall be subject to joint review and revision upon the written request of either Party. Such written request shall be made at least 90 days prior to January 1 of the year the new rental rates will be effective. If any such request is made, the Parties shall negotiate in good faith to reach a mutually satisfactory rental rate.

ARTICLE XIV THIRD PARTY RIGHTS

- A. If either Party hereto had, prior to the execution of this Agreement, conferred upon Third Parties, by contract or otherwise, rights or privileges to occupy any Poles covered by this Agreement, nothing contained herein shall be construed as affecting such existing rights and privileges.

- B. Following the Effective Date of this Agreement, an Owner shall have the right, by contract or otherwise, to grant permission to Third Parties to occupy Poles covered by this Agreement. To the extent allowed by law, such future Attachments shall not be located within the Allocated Space of the other joint use Party unless that other Party agrees in writing to such occupancy, and such agreement, if any, shall in no way waive that other Party's right to occupy its Allocated Space in the future as long as that Party has Reserved the space subject to all other provisions of this Agreement, including Article XII, Rentals.
- C. With respect to any rights and privileges granted under this Article to Third Parties, Licensee shall not have to Transfer or Rearrange its Attachments to provide space for a Third Party until the Third Party pays for Licensee's associated costs so long as Licensee's Attachments have been made in accordance with terms of this Agreement. The Third Party shall be given 30 days to make payment for costs of Rearrangements to Licensee, and upon receipt of said payment, Licensee will, within 30 days, make all necessary changes to accommodate the Third Party facilities.

ARTICLE XV ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement or any of its rights, obligations or interests hereunder, to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Provided, however, that nothing herein contained shall prevent or limit the right of either Party to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such Party, or to enter into any merger, sale or consolidation; and, in case of the foreclosure of such mortgage or in case of such lease, transfer, merger, sale or consolidation, such Party shall cause its rights and obligations hereunder to pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, purchaser, merging or consolidating company, as the case may be and such Party shall give notice of the event to the other party not later than the effective date of such lease, transfer, merger, sale or consolidation.

ARTICLE XVI FORCE MAJEURE

Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a Force Majeure event. These Force Majeure events include, but are not limited to, the following:

1. Hurricanes or other severe weather conditions;
2. Act of war, terrorism, or civil unrest; and

3. Federal embargos, priority orders, or other restrictions imposed by the federal government.

ARTICLE XVII PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its property upon said Joint Use Poles, and the taxes and assessments which are levied on said Joint Use Poles shall be paid by the respective Owners thereof.

ARTICLE XVIII INSURANCE

Each party to this Agreement shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

- A. Workers' compensation insurance covering all of the Party's employees, as required by law.
- B. Public liability and property damage liability insurance covering all operations under this Agreement with limits of at least \$1,000,000 for bodily injury or death and \$1,000,000 aggregate coverage during the policy period. Failure to maintain the required insurance coverage will not relieve a Party from liability provided for herein should a loss occur. Similarly, if a loss for which a Party is liable exceeds the insurance policy limits a Party will not be relieved from liability provided for herein.
- C. Automobile liability insurance of not less than \$1,000,000 for personal or property damage stemming from the use of all self-propelled vehicles used in connection with this Agreement, whether owned, non-owned or hired.
- D. Each Party shall furnish to the other Party, upon request, a certificate evidencing compliance with the foregoing requirements. This certificate will list the other Party as additional insured. In the event of cancellation of any of the said policies, the insured company shall give the party to whom this certificate is issued prior notice of such cancellation.
- E. In lieu of paragraphs A-D above, the Parties may self-insure for the above-referenced coverages. Licensee shall present valid proof of self-insurance upon Owner's request.

ARTICLE XIX INDEMNIFICATION

Each party to this Agreement shall, to the extent allowed by law, indemnify, protect, save, defend and hold harmless the other party from and against any and all loss, cost,

damage, injury, claim, demand, action, suit, judgment, reasonable expenses, reasonable attorney's fees and reasonable court costs, including, but not limited to, any and all claims for damages to property and injury to or death of persons and claims made under any Workers' Compensation Law, caused by, or arising out of, the sole negligence or intentional acts/omissions of the indemnifying Party, its employees, contractors or agents. If the indemnifying party is obligated to defend the indemnitee in a legal proceeding, the indemnitee may choose its own counsel, provided that the fees charged by such counsel are reasonable in the venue where the incident occurred.

ARTICLE XX BILLS AND PAYMENT

- A. Upon completion of any work done by one Party for which payment is due from the other Party, the Party performing the work shall present to the other Party, within ninety (90) days after the completion of the work, a bill showing the amount due and a breakdown of the cost. The Parties will cooperate to ensure that both are provided the necessary information to certify that said bills are correct.
- B. If the owing Party disputes the bill or any portion thereof, it must do so through electronic or written means within thirty (30) days after receipt thereof. Further, the owing Party must pay any undisputed amount due. The disputed amount shall be addressed through the Dispute Resolution process set forth in Article XXII.
- C. Any amounts billed hereunder shall be due within forty-five (45) days of the date of the invoice detailing the amount owed. Any amount not timely paid shall accrue interest at the rate of 1.5% per month beginning forty-five (45) days after the date of the invoice and continuing until paid unless the amount is disputed. In case of any disputed amount, the party disputing the amount owed shall timely pay the undisputed amount.

ARTICLE XXI DEFAULTS

- A. If either Party shall default on its obligations under this Agreement and such default continues sixty (60) days after due notice thereof in writing by the other Party, the Party not in default may, at its option, and without further notice, declare this Agreement to be terminated in its entirety. In addition, the Party not in default may terminate the permit covering the pole or poles in respect to which such default or noncompliance occurred. If Licensee fails promptly to remove such attachments, Owner may take all steps necessary to safely remove such some or all of Licensee's attachments without any liability to Owner, and all cost necessary to remove such attachments safely shall be borne by Licensee. In case of such termination, no refund of accrued rental shall be made.

- B. If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, the Owner may elect to do such work, and the Licensee shall reimburse the Owner for the cost.
- C. The remedies set forth in this Article are cumulative and in addition to any and all other remedies Owner may have at law or in equity.

ARTICLE XXII
DISPUTE RESOLUTION

- A. Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through escalation to upper management. Good faith participation in these procedures shall be a condition precedent to any litigation. Upon notice that all subsequent discussions and negotiations between the Parties are intended to be an effort to compromise and settle matters between the Parties, all subsequent discussions, meetings, and negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and Georgia's rules of evidence.
- B. Enforcement. The Parties regard the aforesaid obligation to escalate matters in controversy to upper management as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

ARTICLE XXIII
INTERPRETATION AND JURISDICTION

This Agreement shall be interpreted under applicable federal and state laws and shall be construed in its entirety according to its plain meaning. Any action relating to this Agreement or arising out of its terms and conditions shall be instituted and litigated in a court of competent jurisdiction.

ARTICLE XXIV
WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XXV
NO JOINT VENTURE

It is agreed by and between the Parties that none of the obligations and undertakings herein creates a partnership or joint venture between the Electric Company and the Telephone Company.

ARTICLE XXVI
NOTICES

- A. Whenever notice is required to be given under the provisions of Articles XIII (Periodical Adjustment of Rates & Costs), XV (Assignment of Rights), XVIII (Insurance), XIX (Liability), XXI (Defaults), XXII (Dispute Resolution), XXVII (Term of Agreement), or paragraph (c) of this Article XXVI (for change of addresses), such notice shall be in writing, sent certified or registered mail, return receipt required or by a carrier providing proof of delivery, and shall be sent to the following addresses:

The Electric Company

Official/Legal Notices:

City Manager
City of West Point
Address: 730 1st Ave, 31833
Phone Number 706-645-2226

Operational Notices:

Electric Utility Director
West Point Utilities
Address: P.O. Box 487, West Point, Georgia 31833
Phone Number: 706-645-3545
Emergency Phone Number: 911

The Telephone Company:

Operational Notices:

KNOLOGY
Area Manager
1241 O.G. Skinner Drive, Georgia 31833
Phone Number:
Emergency Phone Number:

Official/Legal Notices:

KNOLOGY
Attn: Legal Department
Address: 1241 O.G. Skinner Drive, Georgia 31833
Phone Number:

- B. Any other notice to be given under the terms of this Agreement shall be given by mail, facsimile to the above addresses, or by electronic means using the National Joint Use Notification System.
- C. Either Party may change the address for notice pursuant to paragraph (a) above by written notice to the other Party.

ARTICLE XXVII TERM OF AGREEMENT

Subject to Article XXI, Defaults, this Agreement shall remain in effect for ten (10) years from the date hereof unless terminated by either Party by providing written notice of its intention to do so not less than one hundred eighty (180) days prior to the date of termination. Upon the termination of the Agreement, the Licensee shall remove its attachments from the poles of the Owner within one year after the effective date of the termination. Should the Licensee fail to comply, the Owner may elect to do such work and the Licensee shall pay the Owner the cost of such work. Until the attachments are removed from the poles, Licensee shall continue to pay the annual rental amount then in effect. The rental amount shall be prorated based to the date the attachments are removed.

ARTICLE XXVIII EFFECTIVE DATE AND PRE-EXISTING AGREEMENTS

This Agreement shall supersede any prior agreements entered by and between the Parties for Joint Use Poles within the territory covered by this Agreement. Nevertheless, with regard to Poles existing prior to the Effective Date of this Agreement, the Owner shall not be required to replace any such Poles with a Standard Joint Use Pole as defined in Article II(U) of this Agreement unless the Licensee pays all reasonable costs of Replacement and all costs of Transfers or modifications relating to such Replacement as provided for in this Agreement.

ARTICLE XXIX SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing in the foregoing shall preclude the Parties to this Agreement from preparing such supplemental agreements, operating routines or working practices as they mutually agree, in writing, to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXX
CHANGE OF LAW

In the event that any legislative, regulatory, judicial, or other action which would materially affect any of the terms of this Agreement becomes effective, then either Party may, upon thirty (30) days written notice, require that such terms be renegotiated, and the Parties expressly agree that they shall renegotiate in good faith such mutually agreeable new terms. In the event that the Parties are unable to agree upon such new terms within a reasonable time period, then either Party may file an action with a court of competent jurisdiction seeking appropriate relief.

ARTICLE XXXI
MISCELLANEOUS

- A. This Agreement was prepared jointly by the Parties and not by one Party to the exclusion of the other Party.
- B. No amendment or modification of this Agreement shall be valid unless in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, have caused this Agreement to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized as of the effective date of this Agreement.

KNOLOGY

By: _____
Title: _____
Date: _____

City of West Point

By: _____
Title: _____
Date: _____

**EXHIBIT A
APPLICATION AND LICENSE**

West Point, Georgia

[Date]

City of West Point
Electric Utility Director
P.O. Box 487
West Point, Georgia 31833-0487

In accordance with the terms and conditions of the Agreement dated _____, application is hereby made for license to make attachments to the following poles:

<u>Pole No.</u>	<u>Pole Location</u>	<u>Date of Attachment</u>
-----------------	----------------------	---------------------------

LICENSEE

By _____
Title:
Name of Company

License granted _____, 20__.

OWNER

By: _____
Title:
Name of Company:

EXHIBIT B

State of Georgia
County of Troup

Preparer's name and address:

Easement

For and in consideration of _____ dollars (\$ _____) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned Owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to _____, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add, and/or remove such systems of communications or electric power transmission or distribution, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book _____, page _____, West Point County, Georgia Records, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Land Lot(s) _____, (Land District) (GMD) _____ County, State of Georgia, consisting of a (strip)(parcel) of Land

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the line or systems or power transmission or distribution; the right to relocate said facilities, systems, or related services on said lands to conform to any future highway relocation, widening, or improvements; the right to conduct site evaluations and/or other above and below ground tests and surveys deemed necessary by Grantee, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto _____ its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that Grantor is the true Owner of the above-described land on which the aforesaid easement is granted.

SPECIAL STIPULATION OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

In witness whereof, the undersigned has/have caused this instrument to be executed on the ____ day of _____, _____.

Signed sealed and delivered in the presence of:

Witness

Print Name of Grantor

By: _____

Witness

Title: _____

State of Georgia, County of _____

I, _____, do hereby certify that _____ personally came before me this day and executed the forgoing instrument. If the Grantor is a business entity, he (or she) has represented to me that he (or she) is _____ (print title) of _____ (print name of business entity), and that he (or she) is authorized to sign this instrument on behalf of the Grantor.

Witness my hand and seal, this _____ day of _____, _____.

Notary Public My Commission Expires: _____

Grantor's Address _____ Grantee's Address: _____

State of Georgia
County of Troup

**FIRST AMENDMENT TO INTERGOVERNMENTAL
AGREEMENT FOR THE USE AND DISTRIBUTION OF
PROCEEDS FROM TROUP COUNTY SPLOST IV**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM SPLOST IV (hereinafter referred to as the "First Amendment to Agreement"), is made and entered this the ____ day of _____, 2013 by and between Troup County, a political subdivision of the State of Georgia, and the City of Hogansville, the City of LaGrange, and the City of West Point, municipal corporations of the State of Georgia.

WITNESSETH:

WHEREAS, the Parties hereto have previously entered into an Intergovernmental Agreement for the Use and Distribution of Proceeds from the Troup County SPLOST IV (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties have discussed making certain modifications to the Agreement with respect to priorities;

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

1. The Agreement entered into between the Parties shall be and hereby is Amended by the substitution of the new Exhibit A-1 as attached to this First Amendment to Agreement for the previous Exhibit A-1 as attached to the Agreement.
2. All other provisions of the Agreement shall remain unchanged and of full force and effect.
3. This First Amendment to Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from SPLOST IV and supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to priorities, distribution and use of said SPLOST IV proceeds.

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

COUNTY OF TROUP, GEORGIA

By: _____
Richard C. Wolfe, Chairman

Attest: _____
G.S. Turk, Clerk

CITY OF LAGRANGE, GEORGIA

By: _____
Jeff Lukken, Mayor

Attest: _____
Margaret B. Kelsey, Deputy City Manager -
Administration & Finance

CITY OF HOGANSVILLE, GEORGIA

By: _____
Jimmy Jackson, Mayor

Attest: _____
Lisa Kelly, City Clerk

CITY OF WEST POINT, GEORGIA

By: _____
Drew Ferguson IV, Mayor

Attest: _____
Richard McCoy, City Clerk

EXHIBIT A-1

IDENTIFICATION OF PROJECTS

TABLE 1: COUNTY WIDE PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Recreation - West Point (parks/recreational facilities & equipment) - City of LaGrange (parks/recreational facilities & equipment) - Hogansville (parks/recreation facilities and equipment)	\$3,000,000.00 \$2,500,000.00 \$1,000,000.00	1 (All Recreation Projects are of equal priority)
Libraries (Hogansville Library)	\$1,400,000.00	1
Court Technology System (hardware and software)	\$3,000,000.00	1
Road, Street and Bridge Improvements/Asphalt Equipment Replacement (Transportation Projects with anticipated funding by Federal and State @ 80% and local @ 20%)	\$12,200,000.00	1

* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of Troup County, Georgia.

TABLE 2: COUNTY SPECIFIC PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Road, Street and Bridge (Road Resurfacing & Reconstruction Improvements)	\$11,400,000.00	1
Road, Street and Bridge (Intersection Improvements, Bridge Replacements, Paving of Dirt Roads)	\$6,000,000.00	1
Public Safety, Energy Efficiency, and Sustainability (Fire Trucks, Tanker Replacements, court renovations and energy efficiency improvements)	\$2,550,000.00	1

* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of Troup County, Georgia.

TABLE 3: CITY OF HOGANSVILLE SPECIFIC PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Water & Waste Water	\$600,000.00	1
Improve Housing Stock: renovation and redevelopment of dilapidated properties	\$600,000.00	1
Sidewalks and Paving	\$600,000.00	1
Hogansville Lake: road system, parking lot, restrooms, picnic area, and security	\$500,000.00	1
Renovate Library for use as City Hall	\$250,000.00	1

Renovate Royal Theatre for use as Community Center	\$700,000.00	1
Amphitheater Improvements	\$250,000.00	1

* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of Hogansville.

TABLE 4: CITY OF LAGRANGE SPECIFIC PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Road and Bridge Improvements	\$10,550,000.00	1
Utility Relocation	\$3,000,000.00	1
Bicycle and Sidewalk Facilities and Neighborhood Parks	\$3,000,000.00	1
Public Safety Facilities and Equipment	\$3,400,000.00	1

* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of LaGrange, Georgia.

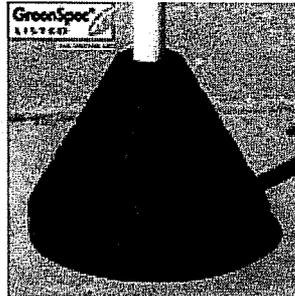
TABLE 6: CITY OF WEST POINT SPECIFIC PROJECTS

PROJECT	ESTIMATED COST	PRIORITY*
Recreation Improvements	\$3,000,000.00	1
Street Paving and Improvements	\$350,000.00	1
Transportation Enhancement Project III	\$150,000.00	1

* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of West Point, Georgia.

Downtown Parking

The purpose of this briefing is to address a specific parking issue in downtown West Point. The addition of Point University students to the 3rd Avenue /West 9th Street area has created a problem with vehicles being parked for long periods of time during business hours. The creation of two hour parking areas will provide turnover and make the parking spaces more available to customers and visitors to downtown.



3rd Avenue between West 8th Street and West 9th Street

3rd Avenue between West 9th and West 10th Street WEST SIDE OF STREET ONLY

West 9th Street between 3rd Avenue and 4th Avenue NORTH SIDE OF STREET ONLY



There are a total of 60 parking spaces that would be restricted. A total of 15 signs will be needed to post the restricted area. To avoid drilling holes in the sidewalk we are proposing a solid movable base and post. The cost for 15 signs will be approximately \$2,800.

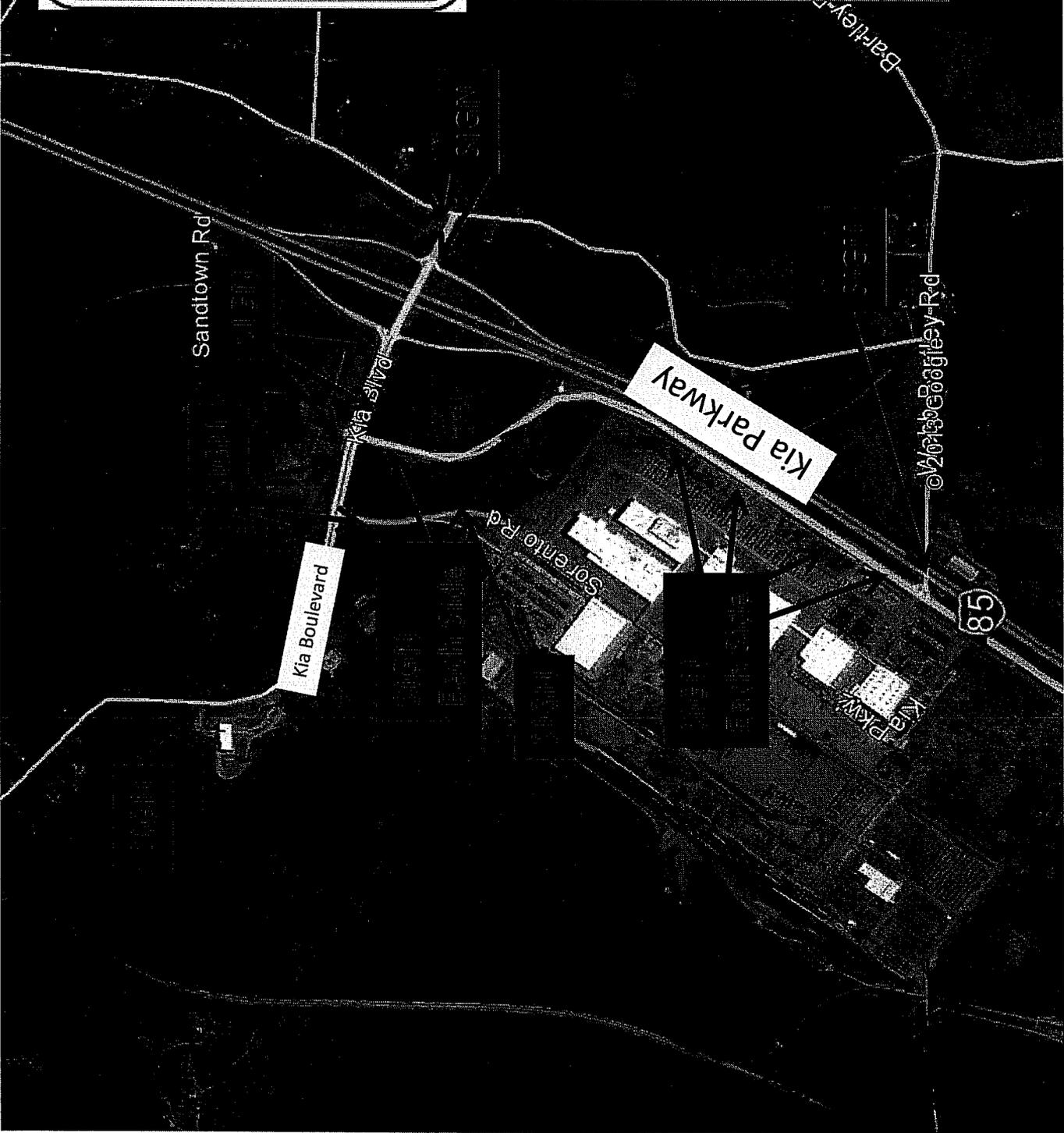
No Parking/No Littering

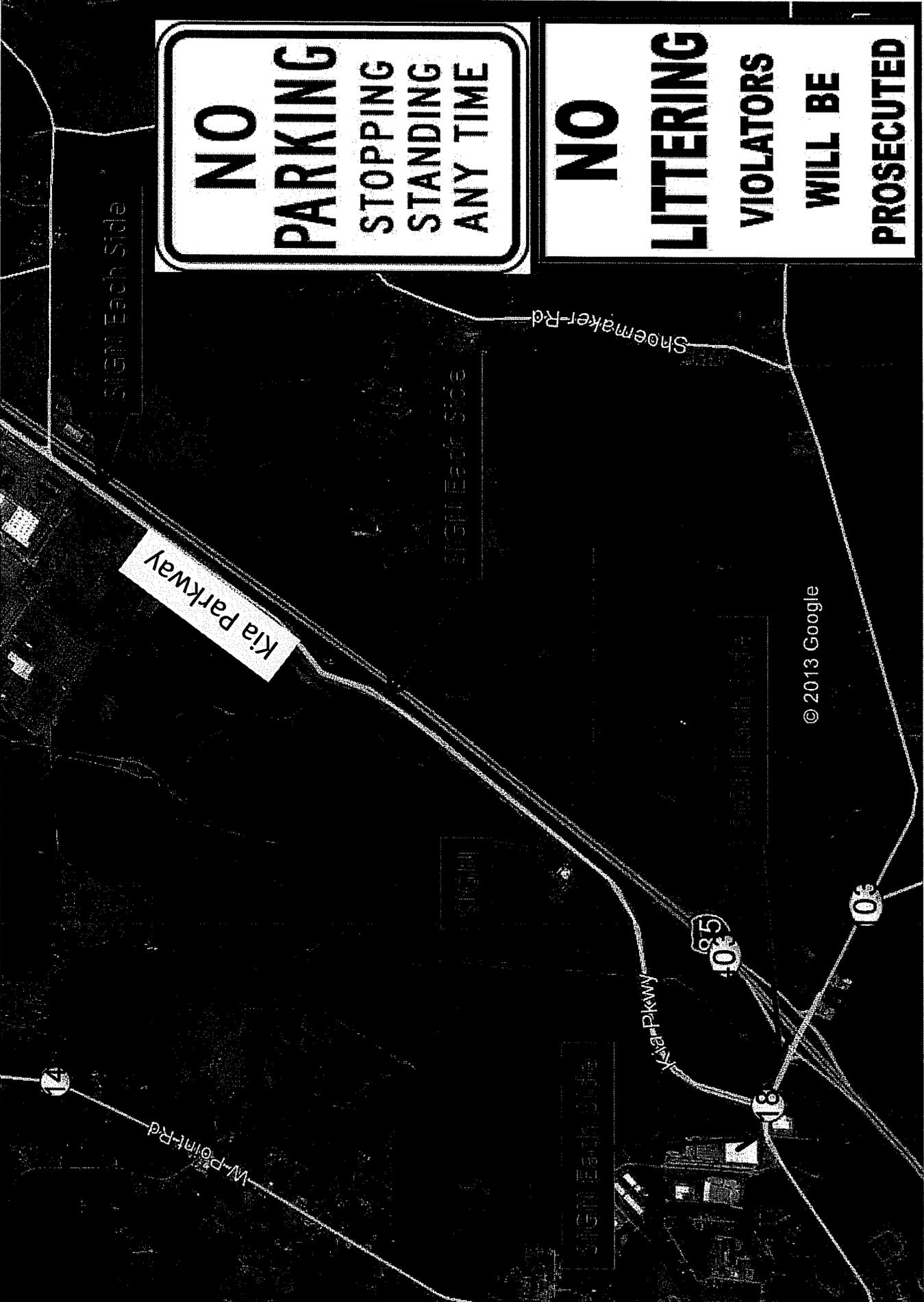
- Kia Boulevard – City Limit to City Limit
- Kia Parkway – Kia Parkway to Highway 18
- Highway 18 – OG Skinner to South Ramps
(Will need GDOT approval)
- Webb Road – Kia Parkway to City Limit

**NO
PARKING
STOPPING
STANDING
ANY TIME**

**NO
LITTERING
VIOLATORS
WILL BE
PROSECUTED**

Google earth





**NO
PARKING
STOPPING
STANDING
ANY TIME**

**NO
LITTERING
VIOLATORS
WILL BE
PROSECUTED**

SIGN Each Side

SIGN Each Side

Kia Parkway

Shoemaker Rd

© 2013 Google

18
5

10

W-Point Rd

SIGN Each Side

33 Signs

- No Parking Standing
 - No Littering
- \$20.00 each (\$660)
 - .080 Engineering Grade Reflective / Aluminum
 - 12"x18"
- \$20.00 each (\$660)
 - .080 Engineering Grade Reflective / Aluminum
 - 12"x18"

Post \$40 each (\$1,320)

Total - \$2640.00

City of West Point
P.O. Box 487
West Point, GA 31833
(706) 645-2226

November 25, 2013

SUMMARY REVIEW
OFF-PREMISES CONSUMPTION
LIQUOR, MALT BEVERAGE & WINE LICENSE APPLICATIONS

APPLICANT: **West Point Liquor, Inc. Theresa Carroll Garcia, Manager**

ADDRESS: 515 Briarcliff Road, West Point, GA 31833

LOCATION: 901 Avenue B, **West Point Liquor, Inc. dba Big Johns**

Package Store

Application Review

1. City Applications complete.
2. Financial Statement complete.
3. Sworn statement of qualifications submitted.
4. Liquor, Malt Beverage, & Wine Applications & bond submitted, complete.
5. Notarized consent for criminal history check submitted.
Criminal history on applicant.
No Criminal History Found
6. Fire, building inspection satisfactory.
7. Advertisement published in Valley Times-News twice prior to meeting.
9. Copy of state liquor, malt beverage & wine applications & bonds submitted.

Remarks: Ms. Garcia is now managing the business for the owners, Brijesh Patel & Tatin Patel Owner of property John MacKool. All application forms have been submitted and complete.

Richard McCoy
City Clerk

**City of West Point
P.O. Box 487
West Point, GA 31833
(706) 645-2226**

November 25, 2013

Classified Ads Section
Valley Times-News
Lanett, AL

Dear Sir or Madam:

Please run the following small box ad Friday, November 29th , and again on Friday, December 6th. Send affidavit to the City of West Point, P.O. Box 487, West Point, GA 31833.

LEGAL NOTICE

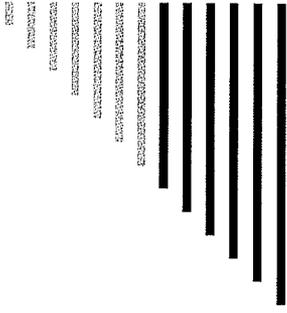
This is to notify the public that West Point Liquor, Inc. Theresa Carroll Garcia, Manager, is applying to the City of West Point for Class A off-premises consumption Liquor, Malt Beverage, and Wine licenses for West Point Liquor, Inc. dba Big John's Package Store located at 901 Avenue B. Said application will be heard at the next meeting of the Mayor and City Council on Monday, December 9th at 6:00 P.M.

Bill to:

City of West Point, ATTN: Richard McCoy
P.O. Box 487
West Point, GA 31833

Thanks,

Richard McCoy



INFORMATION



Downtown West Point Development Authority Minutes
October 8, 2013

Present: Joe Hill, Steve Tramell, Bill Nixon, David Lyons, Karen Meadows and April Harris

Joe Hill called the meeting to order. A motion was made by Bill Nixon to approve the minutes from the previous meeting and Steve Tramell seconded the motion.

Steve Tramell presented the treasurer's report, reflecting a beginning balance of \$43,154.54 and an ending balance of \$36,912.12.

Committee Report:

Promotions Committee-No chairman-Steve Tramell reported that we are still trying to collect a donation from TMobile in the amount of \$500 from the B2SB, but that the final numbers should come in as reported in September with a profit close to \$2,900.

Joe Hill bought up the Christmas Carnival and reported back on the terms of contracting the event out with JL Wilkinson and Productions since we currently have no chairman. The date is set for November 23, 2013. Joe reported that the charge to JL Wilkinson and Productions will be a retainer in the amount of \$1,500 and 30% of all sponsor fees collected for a maximum payable of \$5,000 (a turn-key event). A motion was made Bill Nixon to pay JL Wilkinson and Productions this sum for the Christmas Carnival and seconded by Joe Hill.

Economic Committee-David Lyons – David passed out a report reflecting property ownership in the downtown district. He then reported there is a retailer currently looking at spaces in downtown as well as a restaurant, but the need for a drive thru may push the restaurant out of the downtown area.

Design Committee- No report - Buffy Ferguson absent. Joe Hill visited the Prime Time and Pizza Villa businesses and informed them of façade grants available for their businesses. He gave them both applications and encouraged them to speak with Buffy Ferguson.

BHT Manager's Report- No report – Cheryl Magby absent.

Old Business:

The board discussed the extension of David Lyons' contract for another year, which expired on September 30, 2013. A motion was made by Karen Meadows and seconded by April Harris to extend David's contract through the end of the calendar year, December 31, 2013.

New Business:

No new business.

Joe adjourned meeting. The next meeting will be November 12, 2013 at 8:00am.

Submitted by Karen Meadows, acting recording secretary

DOWNTOWN WEST POINT DEVELOPMENT AUTHORITY
2014 OPERATING BUDGET

REVENUES

Property Taxes	\$35,891
Promotions B2SB carry over	<u>\$ 9,020</u>
Total Revenues available	\$44,911

EXPENSES

Supplies	\$ 100
DDA Training (3)	\$ 750
Caucus	\$ 0
Maintenance	\$ 7,500
Insurance	\$ 1,800
Salary (Economic stipend)	\$ 0
Membership Dues	\$ 725
Legal Fees	\$ 100
Façade Grants (6)	\$ 6,000
Design	\$ 4,000
Promotions	\$ 9,020
Miscellaneous	<u>\$ 3,000</u>
Total Expenses	\$32,995
Surplus Funds	\$ 11,916

West Point Development Authority

Agenda

December 2, 2013

- 1. Invocation**
- 2. Minutes**
- 3. Financial Report**
- 4. Executive Director's Report**
- 5. Old Business**
- 6. New Business**
- 7. Adjournment**

WEST POINT DEVELOPMENT AUTHORITY

November 4, 2013

Members Present: Griggs Zachry, Josh Moon and Lionel Johnson. Also present were WPDA attorney, Drexel Meadors, City Manager Ed Moon, Attorneys Ed Sprouse, Ben Brooks and Mr. Sanghee Cho from Hyundai Dymos and Joe Hill from WPDDA. Wiky Gladden was absent.

The meeting was called to order by Josh Moon.

Mr. Ed Sprouse presented for approval the Bond Resolution relating to the issuance of the Taxable Revenue Bond for Hyundai Dymos Georgia, LLC Project. Hyundai Dymos, a KMMG Supplier, will build a facility in West Point, will employ an estimated 350 team members and should start production in November, 2014. Construction of the new building should start in the new few weeks. Motion was made by Griggs Zachry to adopt the Bond Resolution presented and Lionel Johnson seconded the motion. Vote to approve was unanimous.

Motion was made by Lionel Johnson and seconded by Griggs Zachry to approve the minutes of the September 9, 2013 meeting. Vote to approve was unanimous.

There was no official meeting for October as we did not have a quorum present.

Motion was made by Griggs Zachry and seconded by Lionel Johnson to approve the financial reports for September and October, 2013. Vote to approve was unanimous.

The 2014 Budget was presented for approval. Griggs Zachry made the motion to approve as presented and Lionel Johnson seconded the motion. Vote to approve was unanimous.

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

David Lyons presented information to lease a copy machine from Loy's Office Supplies. The lease would be for 48 months at \$135.00 per month. Lionel Johnson made the motion to approve the lease and Josh Moon seconded the motion. Vote to approve was unanimous.

There being no further business, the meeting was adjourned.

J. Griggs Zachry, III
Secretary

Current Account Balances - As of 11/26/2013

As of 11/26/2013

11/26/2013

Account	11/26/2013 Balance
Bank Accounts	
Farmers & Merchants Bank - MMA	300,408.04
Operating Account	48,987.13
TOTAL Bank Accounts	349,395.17
OVERALL TOTAL	349,395.17

Budget - MTD
11/1/2013 through 11/26/2013 Using Budget 2013

Category	11/1/2013 Actual	Budget	11/26/2013 Difference
EXPENSES			
Cell Phone	56.31	43.33	-12.98
Community Development	4,474.38	1,011.40	-3,462.98
Computer and Website Maintenance	175.00	151.67	-23.33
Contract Labor	4,655.79	4,260.53	-395.26
Education-	0.00	144.73	144.73
FICA	202.16	169.87	-32.29
Health Insurance	165.00	397.22	232.22
Insurance	0.00	0.00	0.00
Legal & Closing	250.00	361.11	111.11
Marketing	0.00	722.22	722.22
Office Expenses	359.93	198.47	-161.46
Postage	0.00	14.73	14.73
Professional Dues & Subscriptions	11.95	361.40	349.45
Project Development	9.63	1,444.73	1,435.10
Travel	357.14	505.27	148.13
TOTAL EXPENSES	10,717.29	9,786.68	-930.61
OVERALL TOTAL	-10,717.29	-9,786.68	-930.61

Budget - Current Year
 1/1/2013 through 12/31/2013 Using Budget 2013

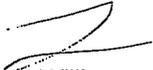
11/26/2013

Category	1/1/2013 Actual	Budget	12/31/2013 Difference
EXPENSES			
Cell Phone	600.55	600.00	-0.55
Community Development	20,079.36	14,004.00	-6,075.36
Computer and Website Maintenance	3,932.56	2,100.00	-1,832.56
Contract Labor	53,377.84	58,992.00	5,614.16
Education-	725.00	2,004.00	1,279.00
FICA	2,440.60	2,352.00	-88.60
Health Insurance	1,790.77	5,499.96	3,709.19
Insurance	3,687.00	3,500.00	-187.00
Legal & Closing	3,670.90	5,000.04	1,329.14
Marketing	0.00	9,999.96	9,999.96
Office Expenses	3,405.43	2,748.00	-657.43
Postage	184.78	204.00	19.22
Professional Dues & Subscriptions	3,875.50	5,004.00	1,128.50
Project Development	42,281.35	20,004.00	-22,277.35
Travel	4,414.52	6,996.00	2,581.48
TOTAL EXPENSES	144,466.16	139,007.96	-5,458.20
OVERALL TOTAL	-144,466.16	-139,007.96	-5,458.20

The Housing Authority of the City of West Point, Georgia
Regular Meeting
Wednesday, November 20, 2013
4:00 P.M.
AGENDA

	Page
1. Invocation	
2. Introduction of Guests	
3. Consider Approval of Minutes for Regular Board Meeting of September 19, 2013 (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 September 30, 2013.....	5
6. Board Review for Finishing Parking Lot Design in Pine Ridge.	
7. Executive Session	
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
SEPTEMBER 19, 2013

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 19th day of September 2013, as allowed by and in compliance with By-laws of the Authority.

Chairman Ralph Davidson called the meeting to order at 4:00 p.m. and on roll call the following Commissioners answered present:

Wiky Gladden
Burt Winston

The following Commissioner(s) were absent:

Nekos Davis

OTHERS PRESENT

Len Williams, Fred Hunt, Lisa Walters, Jackie White, Temekia Carr, Suzette Moore

INVOCATION

Commissioner Wiky Gladden delivered the invocation

INTRODUCTION OF GUESTS

Chief of Police Jeffery Cato and Lt. Robert Fawley from the West Point Police Department. The trespassing policy was discussed along with the presence of residents. Everyone agreed to follow the Appeal Process of the policy.

APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 17, 2013

There was 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 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 JULY 31, 2013

The Following Resolution was introduced and duly considered:

RESOLUTION NO: 1006-71

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

Following discussion and on motion by Commissioner Burt Winston, seconded by Commissioner Wiky Gladden, the board unanimously agreed to charge off residents account balances in the amount of \$1,214.57 (July).

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

The Following Resolution was introduced and duly considered:

RESOLUTION NO: 1006-72

(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 1,976.91 (August).

EXECUTIVE DIRECTOR'S REPORT

Mr. Williams informed the board about the meeting with the Mayor and things are looking up. He also shared information about RAD program (Rental Assistance Demonstration) which allows public housing and moderate rehabilitation properties to convert to long-term Section 8 rental assistant contracts. (Lisa Walters) of finance will check out the numbers and bring more information back in the November meeting.

Mr. Williams allowed Suzette Moore, the ROSS program coordinator, to discuss progress concerning the ROSS program. Ms. Moore also won an award for the best newsletter, and the award will be given out at the GAHRA Conference in Augusta, GA.

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

With no further discussion it was motioned by Commissioner Davidson and seconded by Commissioner Winston to adjourn at 5:12 p.m. The next board meeting will be November 20, 2013.

Ralph Davidson, Chairman

J. Len Williams, Secretary-Treasurer

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
BALANCE SHEET
OCTOBER 31, 2013

Assets

Cash		\$ 161,937
Tenant Accounts Receivable (Net)		17,146
Investments		1,000,000
Prepaid Expenses and Other Assets		29,490
Land, Structures & Equipment	\$ 11,703,444	
Less: Accumulated Depreciation	(8,571,823)	
		3,131,621
Total Assets		\$ 4,340,194

Liabilities

Tenant Security Deposits	\$ 40,628	
Accounts Payable - Vendor	734	
Accounts Payable - HACG	219,973	
Payment in Lieu of Taxes	2,386	
Accrued Salaries & Wages	-	
Accrued Compensated Absences	55,592	
Other Liabilities	8,888	
		328,201
Total Liabilities		\$ 328,201

Surplus

HUD-PHA Contributed Assets	\$ 3,131,621	
Operating Reserve	880,372	
		4,011,993
Total Surplus		\$ 4,011,993
Total Liabilities and Surplus		\$ 4,340,194

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
INCOME STATEMENT
As of
OCTOBER 31, 2013

	YEAR-TO-DATE			ANNUAL BUDGET
	Actual	Budget	Favorable/ (Unfavorable) Variance	
REVENUES				
Rental Income	\$ 226,293	\$ 213,380	\$ 12,913	\$ 640,140
Other Income	\$ 11,801	\$ 9,333	\$ 2,468	\$ 28,000
HUD Subsidy	\$ 279,920	\$ 291,113	\$ (11,193)	\$ 873,340
CFP Operating Transfer	\$ 29,941	\$ -	\$ 29,941	\$ -
Total Revenues	\$ 547,955	\$ 513,827	\$ 34,128	\$ 1,541,480
EXPENSES				
Administrative	\$ 38,346	\$ 47,402	\$ 9,056	\$ 142,205
Property Mgmt/Accounting Fee/Frontline Fees	\$ 42,058	\$ 60,172	\$ 18,114	\$ 180,515
Resident Service	\$ 4,745	\$ 4,255	\$ (490)	\$ 12,765
Utilities	\$ 152,890	\$ 182,817	\$ 29,927	\$ 548,450
Ordinary Maintenance	\$ 179,463	\$ 146,157	\$ (33,307)	\$ 438,470
General Expenses	\$ 51,963	\$ 62,717	\$ 10,754	\$ 188,152
Extra-Ordinary Maintenance	\$ -	\$ -	\$ -	\$ -
Capital Expenditures	\$ 10,455	\$ 22,000	\$ 11,545	\$ 66,000
Total Expenses	\$ 479,920	\$ 525,519	\$ 45,599	\$ 1,576,557
Net Income/ (Deficit) from Operations	\$ 68,035	\$ (11,692)	\$ 79,727	\$ (35,077)

THE HOUSING AUTHORITY OF THE CITY OF WEST POINT, GA
Grant Funding
OCTOBER 31, 2013

Grant Funding	Program End Dates	Approved Budget	Total Obligated	Actual Expenditures	Remaining to Obligate	Remaining to Disburse
CFP - FY'09 (978)	9/14/11 Obligate 9/14/13 Disburse	356,495	356,495	356,495	-	-
CFP - FY'11 (987)	8/3/13 Obligate 8/2/15 Disburse	302,176	302,176	302,176	-	-
CFP - FY'12 (989)	3/12/14 Obligate 3/12/16 Disburse	269,087	45,200	42,750	223,887	226,337
ROSS - FY'09 (979)	6/13/10 Effective 6/13/13 Disburse	174,000	172,977	172,977	1,023	1,023
ROSS - FY'12 (992)	8/31/12 Effective 8/31/15 Disburse	191,565	-	-	191,565	191,565
Total Grants		\$ 1,293,323	\$ 876,848	\$ 874,398	\$ 416,475	\$ 418,925

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

1-Nov-13

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 10/01/13 - 10/31/13

PUBLIC HOUSING

No. of Apparently Eligible Applications on Hand last reported period	221
No. of Applications taken during reporting period	8
No. of Applications suspended or withdrawn during reporting period	0
No. of Move-Ins for reporting period	3
No. of Apparently Eligible Applications on Hand for reporting period	226

Applications on Hand

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
0	104	89	29	4	0

= 226

NO. OF VACANT APARTMENTS AND MOVE-INS

Developments	Total No. of Units	Units Vacant 10/01/13	Moved Out During October	Moved In During October	UNITS AVAILABLE 11/01/13						Total Units Vacant	Percent Units Vacant
					0 BR	1 BR	2 BR	3 BR	4 BR	5 BR		
PINE RIDGE APTS	42		0	1	0	0	0	0	0	0	0	0%
GRANT APTS.	55		0	0	0	0	0	0	0	0	0	0%
O.J. COOK APTS	8		2	1	0	1	0	1	0	0	2	25%
O.J. COOK APTS	110		1	1	0	0	0	1	0	0	1	1%
HIGGINS CIRCLE	8		0	0	0	0	0	0	0	0	0	0%
Sub-Total	223	3	3	3	0	1	0	1	0	0	3	1%
GRAND TOTAL	223	3	3	3	0	1	0	1	0	0	3	1%

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 SEPTEMBER 30, 2013

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	349.60	0.00	0.00	424.40	\$ 774.00	1
GRANT APARTMENTS - 742	0.00	0.00	0.00	0.00	\$ -	0
O.J. COOK APARTMENTS - 743	113.90	0.00	0.00	69.01	\$ 182.91	1
O.J. COOK APARTMENTS - 744	244.90	0.00	10.80	104.01	\$ 359.71	1
HIGGINS CIRCLE - 747	0.00	0.00	0.00	0.00	\$ -	0
TOTAL CHARGED TO COLLECTION LOSS	\$ 708.40	\$ -	\$ 10.80	\$ 597.42	\$ 1,316.62	3