

# AGENDA WORK SESSION

W  
E  
S  
T  
  
P  
O  
I  
N  
T

TUESDAY, JANUARY 27<sup>TH</sup>  
WORK SESSION  
@ 6:00 PM

## **PUBLIC HEARING:**

- Comprehensive Plan Update

## **MEETING CALLED TO ORDER**

## **AGENDA REVIEWED IN ITS ENTIRETY BEFORE DISCUSSION**

## **PUBLIC COMMENT ON ANY ISSUE (5 MINUTE LIMIT)**

## **PRESENTERS (IF ANY)**

- Henry Jacobs, Chattahoochee River Keeper
- Greg Fender & Lou Comer w/ GMA, Charter Pole Attachment Agreement
- ISO Rating / Fire & EMS Update

## **NEW BUSINESS**

- Troup County Parks & Recreation Appointment
- Keep Troup Beautiful Appointment
- Monument Sign Amendment
- Charter Pole Attachment Agreement
- DCA Opportunity Zone
- Diverse Power Tower Site Agreement
- Malt Beverage, Wine, & Liquor License Application for K-Town Wings, Inc. dba Kim's Restaurant at 906 Avenue E.

## **CONSIDER AGENDA ITEMS FOR WORK SESSION # 2**

## **MAYOR & COUNCIL COMMENTS**

## **ADJOURNED**

[Next Meeting: Work Session Thursday, February 5<sup>th</sup> @ 8:15 AM](#)

# City of West Point 2015-2035 Comprehensive Plan Update

## Plan Elements

1. Community Goals
  - a. Vision Statement
  - b. List of Community Goals
  - c. Community Policies
2. Needs and Opportunities
  - a. List of Community Needs and Opportunities  
(Population, Land Use, Housing, Economic Development, Transportation, Community Facilities, etc.)
  - b. SWOT Analysis (Strength, Weaknesses, Opportunities, Treats)
3. Community Work Program
  - a. Report of Accomplishments (Previous Short Term Work Program)
  - b. New Community Work Program (5-year)
4. Land Use Element
  - a. Character Areas
    - i. Narrative and Map (Descriptions, Land Uses, Implementation Measures)  
Character Area examples: Historic Downtown, Traditional Residential, Suburban Residential, Commercial Corridor, Conservation, Industrial, etc.
  - OR
  - b. Future Land Use Map and Narrative

Department of Community Affairs – Local Planning Webpage:  
<https://www.dca.ga.gov/development/PlanningQualityGrowth/>

For more information or questions, please contact:

Paul Jarrell  
Planner  
Three Rivers Regional Commission  
770-254-4506  
[pjarrell@threeriversrc.com](mailto:pjarrell@threeriversrc.com)

Sammy Osborne  
Community Development Director  
City of West Point  
706-645-3534  
[sosborne@cityofwestpointga.com](mailto:sosborne@cityofwestpointga.com)



**City of West Point Comprehensive Plan Stakeholder Survey**

Resident Name (Optional) \_\_\_\_\_

Address (Optional) \_\_\_\_\_

What types of businesses/services would you like to see located in West Point? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is there infrastructure or other improvements needed within the City? (water, sewer, power, telecommunications, roads, rail, schools, recreation/parks etc?) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What opportunities are present in West Point which need to be utilized? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

How would you describe the West Point you would like to find in 20 years? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What are West Point's strengths or weaknesses? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other comments or concerns regarding the community? \_\_\_\_\_

\_\_\_\_\_

(Use the other side if needed)

**Please return this survey to city hall or community development by \_\_\_\_\_.**  
**A public hearing regarding the review of the updated comprehensive plan will be held \_\_\_\_\_.**

**Questions? Contact Paul Jarrell, Three Rivers Regional Commission.**  
**770-854-6026 or [pjarrell@threeriversrc.com](mailto:pjarrell@threeriversrc.com)**

# **POLE ATTACHMENT LICENSE AGREEMENT**

**BETWEEN**

*[Municipal Electric Provider Legal Name]*

**AND**

*[Licensee name to be typed in here]*

**DATED AS OF**

**January 1, 2015**

## ARTICLE 4 - ESTABLISHING ATTACHMENTS TO POLES

Before Licensee shall make use of Electric Provider's Poles under this Agreement, it shall submit an Application, as required herein. The Application shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, (ii) hand delivery or (iii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Application. When transmittal is by hand or U.S. mail, the Licensee will also send an electronic mail message, return receipt requested, to Electric Provider as notice that the Application was hand-delivered or sent by the U.S. mail.

Notwithstanding the foregoing, Licensee shall not be required to submit an Application for Overlashing. In lieu of submitting an Application, Licensee shall notify Electric Provider five (5) business days prior to any Overlashing. Said notice shall be provided in the form of Appendix A containing the necessary engineering data to confirm that the proposed Overlashing complies with the Specifications. Licensee's Overlashing shall be compliant with the Specifications. Licensee will be responsible for all Make Ready Costs for Poles on which Licensee's facilities were not compliant at the time of the Overlashing, or as a result of the Overlashing, i.e., Make Ready that would have been necessary hereunder had the Licensee submitted an Application for the applicable Overlashing. Licensee will not be responsible for any Make Ready Costs attributable to non-compliant conditions caused by the Electric Provider or others if the Overlashed Poles were out of compliance prior to any such Overlashing. Licensee shall not be responsible for inspection fees where Make Ready is not required. Licensee shall also notify and coordinate rearrangements with all other Outside Parties when a proposed Overlashing impacts attachments of affected Outside Parties.

### A. APPLICATION AND NOTIFICATION PROCEDURE

1. Except in connection with (i) the placement of Service Drops, (ii) Pole Transfers, (iii) ~~the installation of power supplies, amplifiers or risers,~~ (iv) Overlashing, (iv) correcting noncompliance, (v) removals or (vi) any other written Electric Provider requested action of the Licensee, Licensee must submit to Electric Provider an Application for any Licensee construction on Electric Provider Poles (including reconstruction of existing Pole lines) that involves the placement of new Attachments.

2. Licensee shall submit a completed Application on the form attached hereto and identified as Appendix A, and all supporting data in accordance with said Application, or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.

Application Fee – Except as to installation of new Electric Provider Poles where none currently exist, as provided for in Article 7.A., Licensee shall be charged in the amount of fifty dollars (\$50) for each Application submitted under this Agreement. Electric Provider shall keep a cumulative annual total of Application Fees and invoice Licensee for such Application Fees annually, along with the annual Rental Fees. The invoice provided for herein shall be paid by the Licensee simultaneously with its payment of the annual Rental Fees. Failure to include all pertinent information relating to the Application set forth in Appendix A will result, at the Electric Provider's option, in the returning of the Application to Licensee unapproved or holding the Application until the required documentation is

E. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

F. SERVICE DROPS. Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to the Electric Provider the installed cost of the new Pole plus the labor costs of replacing or Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value to the Electric Provider.

G. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or Actual Cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the Estimated Cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

H. UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE. In the event the Electric Provider installs a Pole larger than is initially required for Electric Provider's and Licensee's use in anticipation of Electric Provider's future requirements or additions, the additional space provided by Electric Provider shall be reserved for Electric Provider's sole use. Licensee may request documentation to validate the need for future space.

## ARTICLE 8 - SAFETY INSPECTIONS

A. INSPECTION PERFORMANCE. ~~Within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Parties shall jointly perform a safety inspection to identify any safety violations of all parties on the Poles ("Initial Safety Inspection"), including Electric Provider and Joint Users. Following the Initial Safety Inspection, and not more than once every five (5) years thereafter,~~ Electric Provider may perform periodic system-wide safety inspections of Electric Provider Poles, including Licensee Attachments, upon six (6) months' advance written notice to Licensee. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee and Electric Provider, and other attachers to Licensed Poles, shall share equally in Safety Inspection cost whether the Initial Inspection is performed by the Electric Provider or a third party contractor. In the event the Initial Safety Inspection or any subsequent safety inspection is performed by a third party contractor, the Licensee shall have the right to seek bids from third party contractors prior to the inspection and propose such bids to Electric Provider. The Licensee shall submit all qualified bids received by Licensee and in no event fewer than three (3) bids, to Electric Provider. Electric Provider will not be required to use any third party contractor proposed by the Licensee, provided that any third party contractor used by the Electric Provider to perform any inspection shall charge no more than the lowest qualified bid proposal average of the qualified bids (in Electric Provider's reasonable discretion) provided by the Licensee. For inspections performed after the Initial Inspection, Licensee will pay a pro-rata share of the Electric Provider's inspection costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of Electric Provider's cost will be equal to the percentage of the total violations caused by Licensee's Attachments as identified during the inspection.

deficiency, then such Party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a Party from sharing in such costs if the Party making the modification could have been a cause of any deficiency that remains.

C. PENALTIES. Electric Provider may impose a penalty in the amount of one hundred (\$100) dollars for any violation caused by the Licensee that is not corrected within the applicable time period after written notice from the Electric Provider or within the alternative time-period agreed to by the Parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and, in any case, in no more than twenty-four (24) hours, except as otherwise agreed to by the Parties. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice or such alternative time period, the Electric Provider may correct the violation and bill Licensee for the Actual Costs incurred.

## **ARTICLE 9 - UNAUTHORIZED ATTACHMENTS**

Except in the case of Service Drops, if any Attachment or Overlapping made after the Initial Inventory, as described in Article 11, is identified for which the Application requirements (as set forth herein), or notification requirements as provided for in Article 4, have not been satisfied ("Unauthorized Attachment"), then the Licensee shall pay to the Electric Provider a one-time fee of five hundred dollars (\$500) per Unauthorized Attachment. No Unauthorized Attachment Fee shall apply to Service Drops. Licensee shall also correct any safety violations caused by Service Drop Attachments and the Unauthorized Attachment.

## **ARTICLE 10 - ABANDONMENT OF LICENSED POLES**

**A. Notice of Abandonment or Removal of Electric Provider Facilities.** If Electric Provider desires at any time to abandon, remove, or underground any Electric Provider Poles to which Licensee's Attachments are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Electric Provider's Poles. Notice may be limited to thirty (30) calendar days if Electric Provider is required to remove or abandon its Poles as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether Electric Provider is offering Licensee an option to purchase the Pole(s). If, following the expiration of the 30-day period, Licensee has not yet removed and/or transferred all of its Attachments and has not entered into an agreement to purchase Electric Provider's Poles pursuant to Paragraph 10 B, Electric Provider shall have the right, but not the obligation, to remove or transfer Licensee's Attachments at Licensee's expense. Electric Provider shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.

**B. Option to Purchase Abandoned Poles.** Should Electric Provider desire to abandon any Pole, Electric Provider may, in its sole discretion, grant Licensee the option of purchasing such Pole at a price to be negotiated with Electric Provider. Licensee must notify Electric Provider in writing within thirty (30) calendar days of the date of Electric Provider's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and

access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should Electric Provider and Licensee fail to enter into an agreement for Licensee to purchase the Pole within forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 10.A. Nothing in this Agreement shall be construed as requiring Electric Provider to sell Licensee Poles that Electric Provider intends to remove or abandon.

**C. Underground Relocation.** If Electric Provider moves any portion of its aerial system underground, Licensee shall remove its Attachments from any affected Poles within sixty (60) calendar days of receipt of notice from Electric Provider and must either relocate its affected facilities underground with Electric Provider or find other means to accommodate its facilities. If Licensee does not remove its Attachments within sixty (60) days, Electric Provider shall have the right to remove or transfer Licensee's Attachments at Licensee's expense. Licensee's failure to remove its facilities as required under this Paragraph 10.C shall subject Licensee to the enforcement provisions set forth in this Agreement.

~~A. — To the extent permitted by law, if the Electric Provider desires at any time to abandon any Licensed Pole, it shall, except in the event of required Transfers as provided in Article 6, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If, at the expiration of sixty (60) days, the Electric Provider shall have no Attachments thereon, but Licensee has not removed its Attachments, such Pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the Electric Provider from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Electric Provider shall further evidence transfer of title to the Pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article 7 when the Pole was originally set, provided the Licensee furnishes proof of such payment.~~

~~B. — The Licensee may at any time abandon a Licensed Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.~~

## **ARTICLE 11 - POLE ATTACHMENT RENTAL FEES**

A. The Parties intend that the Initial Inventory shall commence within one year of the Effective Date of the Agreement. The Initial Inventory pole count shall establish a baseline number of poles to which Licensee is attached, and the Licensee shall not be charged any Unauthorized Attachment Fees or back rent. Additionally, not more often than once every five (5) years after the Initial Inventory, unless otherwise mutually agreed by the parties, subsequent inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to Electric Provider Poles ("Actual Inventory"). Electric Provider shall provide three (3) months' advance written notice prior to the Initial Inventory and any subsequent Actual Inventory describing the scope of the Inventories so that Licensee may plan and fully participate in and budget for such Inventories. In addition, Licensee shall have the right to seek bids from third party contractors for any such Inventories and propose such bids to Electric Provider. The Licensee shall submit all qualified bids received by Licensee and in no

for in this paragraph but then receives a payment showing that the payment was timely made, the billing Party will write off and cancel the interest.

C. A Party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a Party so disputes only a portion of a bill, then such Party shall promptly pay the undisputed amount. In the event of such dispute, the Parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within forty-five (45) days of receipt of substantiation and determination of the correct amount.

Except as to the rental fees, the fees specified in this Agreement shall be subject to an annual escalator Beginning January 1, 2020, the rates will be adjusted annually by the percentage change in the CPI-U all items South Urban Size D from the previous year. For purposes of this adjustment, use the percent change in the CPI data from October of the current year to October of the previous year.

~~D. — equal to the change in the most recent twelve month's Handy Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.~~

D.

#### ARTICLE 18 - NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the people ("Contact Person(s)") identified in Schedule 4 hereto, who from time to time may be changed by written notice:

- A. By written notice pursuant hereto, a Party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).
- B. Response to any notice or Application shall be made to the sender rather than to the person designated in Section A or B above.
- C. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.
- D. A second copy of any notice given under Article 12 or Article 20 of Agreement, shall be given to the following persons, who may from time to time be changed by written notice:



- **WPFD MISSION STATEMENT**-The West Point Fire Department will respond to all requests for help in a safe and efficient manner in order to protect the lives and property of our citizens and visitors.
- **OUR VISION**-We will strive to become the finest fire service organization possible by utilizing and developing our members to their fullest potential, maximizing available resources, and being responsive to the growth of our community and changing needs of our customers.

### Core Values

- **HONESTY**-We acknowledge that truth and trust are the foundation of relationship building and delivery, and that honesty begins with the individual.
- **LOYALTY**-We believe each member shall be loyal to, and speak positive of fellow Firefighters, The Department, The City, and our customers.
- **INTEGRITY**-We will work hard everyday to maintain the highest professional standards and to earn public trust through our actions.
- **PROFESSIONALISM**-We will be committed to quality, possessing a positive attitude and having pride in our work. Our conduct, both on and off duty, is a reflection of our Professional commitment.
- **TEAMWORK**-We will encourage teamwork; none of us is an effective alone as we are with the cooperative help of others. We encourage all shifts and division to work together as equal partners.
- **SERVICE ORIENTATION**-We encourage a commitment to Service. Our performance must ultimately be judged by the satisfaction of those we serve. We recognize a service responsibility to other divisions within our department, to other City departments, and to every element of our business and neighborhood community.
- **TOLERANCE**-We acknowledge, encourage and respect the ethnic and cultural diversity in our Department and community. We strive for sensitivity and an understanding of this diversity.

### West Point Fire Department

- **Established 1870**
- **Provided firefighting services to the entire Greater Valley Area prior to the City of Lanett establishing the Lanett Fire Department and the East Alabama Water, Sewer, and Fire Protection District.**

### Station Location through history

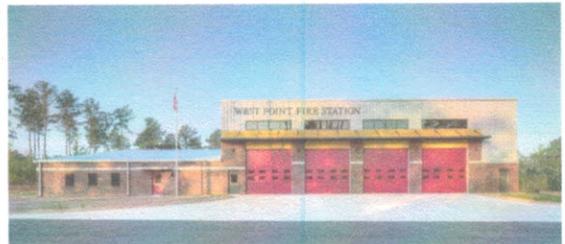
- West 9<sup>th</sup> Street behind current day Harris Gray
- 100 W 7<sup>th</sup> Street
- 1700 Safety Way



W 9<sup>th</sup> Street Location



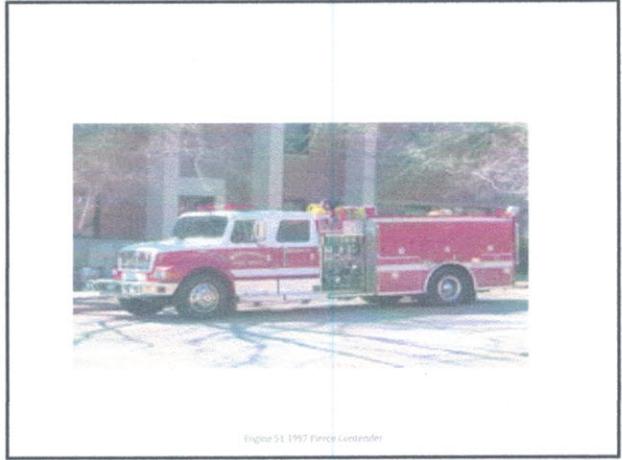
100 W 7<sup>th</sup> Street Location



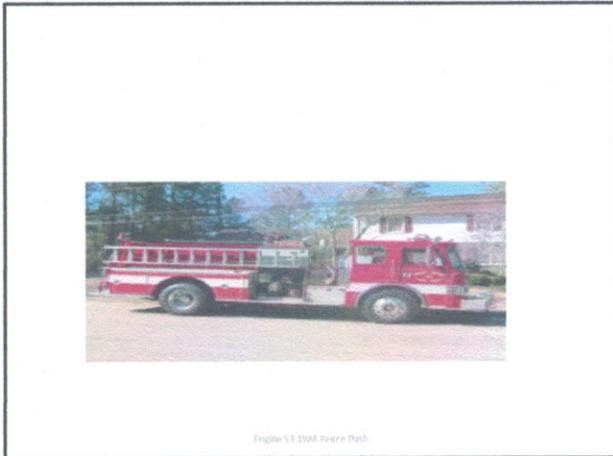
1700 Safety Way Location



1973 Ford Barton/American 750 GPM Pumper



Engine 51 1997 Pierce Lender



Engine 51 1988 Pierce Puck



2008 Sutphen 120' Aerial Platform

- 1972 began offering 1<sup>st</sup> aid services that would become the EMS division of the fire department



3A-35 2004 McCreary Miller Ambulance

Established in 2014

The logo for the West Point Georgia Fire Department EMS Training Program. It features a stylized sunburst or fan shape with five points, each ending in a red circle. The words "WEST POINT GEORGIA" are written in a semi-circle above the sunburst. Below the sunburst, the words "FIRE DEPARTMENT EMS TRAINING PROGRAM" are written in a rectangular box.



Dr. Koll teaching at airway lab

Our most valuable asset!



Staff 1900 1 year shift

### ISO Rating

- Due to the support of the mayor, city council, and city staff the ISO Evaluation of the City of West Point conducted on September 22, 2014 results with the West Point Fire Department rating changing to a Class 3 effective April 1, 2015.

## Statement of Interest to Serve on a City Board, Authority or Commission



### Contact Information [January 2015](#)

Name [Ed Moon](#)  
Address [227 Teel Road](#)  
City State Zip [West Point Georgia 31833](#)  
Primary Phone [706-594-8637](#)  
Secondary Phone [706-645-3500 \(Work\)](#)  
E-Mail Address [georgeemoon@gmail.com](mailto:georgeemoon@gmail.com)  
Are you a City of West Point Resident  Yes  No  
Company or Agency [City of West Point](#)  
Current Job Title [City Manager](#)

### Availability – Board or Commission of Interest

First Choice: [Recreation Board](#)  
Second Choice: [none](#)

### Interest

#### Background and Qualifications:

[I have worked in Georgia for 13 years as a City Manager. I have served in two cities during that time. Both cities have recreation facilities and my role as city manager required me to be engaged on an operational and management level.](#)

#### Experience and/or Profession:

[My experience in recreation has been to complete a 500 seat auditorium and gymnasium, negotiated service delivery, SPLOST campaign to fund \\$6 million in recreation improvements, development and implemented multiple recreation projects including passive and active, coached recreation basketball teams.](#)

#### Reason for Wanting to Serve:

[Parks and recreation are one of the core identities of the West Point Community. The community has made significant investments into parks and recreation and these investments should be well operated, maintained and improved. Parks and recreation can be a catalyst to move West Point forward playing a key role in attracting new inhabitants, businesses and visitors.](#)

### City Policy

[It is our policy to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability. The Statement of Interest will remain on file for \(2\) years.](#)

#### Please submit your Statement of Interest to:

[Ed Moon, City Manager](#)  
[City of West Point Georgia](#)  
[PO Box 487](#)  
[West Point, Georgia 31833](#)  
[emoon@cityofwestpointga.com](mailto:emoon@cityofwestpointga.com)

**Statement of Interest to Serve on a City Board, Authority or Commission**



Contact Information

Name Michael Markle Andrews  
Address PO Box 191 / 1007 4th Ave  
City State Zip West Point, GA 31833  
Primary Phone 706-773-2177  
Secondary Phone \_\_\_\_\_  
E-Mail Address Michael@marklefamily.net  
Are you a City of West Point Resident  Yes  No  
Company or Agency \_\_\_\_\_  
Current Job Title \_\_\_\_\_

Availability – Board or Commission of Interest

First Choice: Keep Troup Beautiful  
Second Choice: \_\_\_\_\_

Interest

Background and Qualifications:

2 consecutive terms on KTB board (2005-2011)

Experience and/or Profession:

Coordinated several "Great American Cleanups" in West Point

Coordinated 20th Anniversary Event for KTB in 2013

KTB Education Chair - 5 years. Secretary 1 year

Reason for Wanting to Serve:

To Educate + encourage the community in regards to litter prevention, recycling + creating a more beautiful community.

You may submit a letter of interest along with references and/or resume in addition to or in lieu of the Interest section.

City Policy

It is our policy to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability. The Statement of Interest will remain on file for (2) years.

Please submit your Statement of Interest to:

Ed Moon, City Manager  
City of West Point Georgia  
PO Box 487  
West Point, Georgia 31833  
[emoon@cityofwestpointga.com](mailto:emoon@cityofwestpointga.com)



January 27, 2015

**Agenda Item:** Sign Ordinance Text Amendment – Monument and Variable Message Signs

**Purpose:** The City of West Point Planning Board has recommended a text amendment to Section 19.3.C.(1) – Monument Signs and Section 19.3.C.(11) – Variable Message Signs of the Sign Ordinance.

**Background:** A request was made by Bethlehem Baptist Church to consider changing the sign ordinance to expand the electronic variable message allowance for monument signs.

Council discussed this request a few months ago in a work session and forwarded the request to the Planning Board for a recommendation. The Planning Board reviewed the request and discussed several options during their last few meetings. The Board made every effort to provide a recommendation that will allow businesses, churches, and etc. to effectively advertise and promote their message. The Board's recommendation also took in consideration the city's goal and objective to provide signs that are neat in appearance and consistent. The recommendations are listed below.

**Section 19. Sign Regulations**

**Current Sign Ordinance Requirements**

19.3.C.(1) Monument Signs. One (1) monument sign per lot or per every two hundred (200) feet (or major fraction thereof) of street frontage of the lot shall be allowed. Monument signs shall not exceed six (6) feet in height (including the base) and fifty (50) square feet in sign area. Sign height is calculated at normal road grade. Signs shall not be located in the right-of-way and at least ten (10) feet from the street whichever is greater. Signs shall not be internally illuminated. Monument signs in the QDC shall be constructed and designed with brick, stone, or other masonry product and compliment the material and color of the building.

19.3.C.(11) Variable Message Signs. Allowed only in commercial and industrial district and shall be computed as part of the allowable signage for that district. No animation is allowed. Sign area shall be no more than four (4) square feet

**Proposed Change**

19.3.C.(1) Monument Signs. One (1) monument sign per lot or per every two hundred (200) feet (or major fraction thereof) of street frontage of the lot shall be allowed. Monument signs shall not exceed six (6) feet in height (including the base) and fifty (50) square feet in sign area. Sign height is calculated at normal road grade. Signs shall not be located in the right-of-way and at least ten (10) feet from the street whichever is greater. Signs shall not be internally illuminated. Signs that utilize the electronic message option shall internally illuminate only the message part of the sign which shall not exceed 50 percent of the size of the sign. Monument signs in the QDC shall be constructed and designed with brick, stone, or other masonry product and compliment the material and color of the building.

19.3.C.(11) Electronic Variable Message Signs – Allowed only in commercial and industrial districts and shall be computed as part of the allowable signage for that district. Electronic display area shall be no more than 50 percent of the square footage of the sign. The sign shall display static messages only and static copy shall change no more frequently than once every ninety (90) seconds. Sign shall not have fade transitions, animation, video or similar subtle transitions or frame effects that have the appearance of moving text or images. Signs are limited to one background color and one text color.



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

JOHN M. TAYLOR  
JEFFREY M. TODD

January 21, 2015

VIA EMAIL

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

Mr. Sammy Osborne  
CITY OF WEST POINT  
P.O. Box 487  
West Point, Georgia 31833-0487  
[sosborne@cityofwestpointga.com](mailto:sosborne@cityofwestpointga.com)

**RE: Monument Sign Amendment**

Dear Sammy:

Based on our discussions and the materials you provided, we have prepared a draft ordinance which modifies the sign ordinance to allow certain variable message monument signs in the City. I look forward to hearing from you should you have any questions or require any changes.

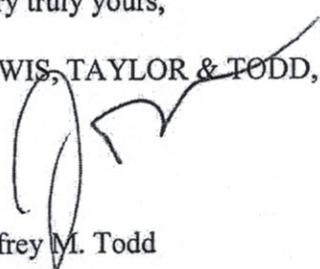
Also, I note that my hardbound copy of the Code, as well as the copy on MuniCode, continues to show two subparagraph B entries under Section 19.3 of the zoning ordinance. When we modified the Code regarding permanent sign materials this summer, we included within the ordinance a section redesignating the second (duplicative) paragraph B as paragraph C. The enclosed continues that style by referencing the new subsection C.

I assume MuniCode will catch up shortly, but this may cause some confusion in the interim.

With best regards, I am

Very truly yours,

LEWIS, TAYLOR & TODD, P.C.

  
Jeffrey M. Todd

JT/atb

Enclosure

cc: Ed Moon  
Richard McCoy  
Kristin Lester

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WEST POINT, GEORGIA, TO AMEND THE CODE OF THE CITY; TO AMEND THE SIGN REGULATIONS OF THE ZONING ORDINANCE SO AS TO ALLOW VARIABLE MESSAGE AND MONUMENT SIGNS WITHIN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS; TO ESTABLISH SIZE AND CHANGE RATE OF SUCH SIGNS; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1:

That Section 19 of the zoning ordinance be amended by deleting therefrom subparagraph C.(1) of subsection 3, entitled *Monument Signs*, in its entirety, inserting in lieu thereof a new Section 19.3.C.(1) to read as follows:

**“19.3.C.(1) Monument Signs.** One (1) monument sign per lot or per every two hundred (200) feet (or major fraction thereof) of street frontage of the lot shall be allowed. Monument signs shall not exceed six (6) feet in height (including the base) and fifty (50) square feet in sign area. Sign height is calculated at normal road grade. Signs shall not be located in the right-of-way, and must be located at least ten (10) feet from the edge of the pavement or from the road right-of-way, whichever is greater. Signs shall not be internally illuminated. Signs that utilize the electronic message (also known as variable message) option shall internally illuminate only the message part of the sign which shall not exceed fifty percent (50%) of the size of the sign. Monument signs in the QDC shall be constructed and designed with brick, stone, or other masonry product and compliment the material and color of the building.”

SECTION 2:

That Section 19 of the zoning ordinance be amended by deleting therefrom subparagraph C.(11) of subsection 3, entitled *Variable Message Signs*, in its entirety, inserting in lieu thereof a new Section 19.3.C.(11) to read as follows:

**“19.3.C.(11) Variable Message Signs.** Allowed only in commercial and industrial districts and shall be computed as part of the allowable signage for that district. Electronic display area shall be no more than fifty percent (50%) of the square footage of the sign. The sign shall display static messages only and static copy shall change no more frequently than once every ninety (90) seconds. Sign shall not have fade transitions, animation, video or similar subtle transitions or frame effects that have the appearance of moving text or images. Signs are limited to one background color and one text color.”

**SECTION 3:**

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

**SECTION 4:**

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

**SECTION 5:**

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

READ AND ADOPTED \_\_\_\_\_

ATTEST

\_\_\_\_\_  
A. Drew Ferguson, IV, Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Joseph R. Downs, III, Councilmember

\_\_\_\_\_  
Gerald W. Ledbetter, Councilmember

\_\_\_\_\_  
Gloria R. Marshall, Councilmember

\_\_\_\_\_  
Sandra Thornton, Councilmember

\_\_\_\_\_  
Steve Tramell, Councilmember

\_\_\_\_\_  
Benjamin F. Wilcox, Councilmember

January 9, 2015

The Honorable A Drew Ferguson, IV  
Mayor, City of West Point  
Post Office Box 487  
West Point, Georgia 31833-0487

RE: City of West Point - Opportunity Zone Request

Dear Mayor Ferguson: *DREW*

Thank you very much for your OZ application. I am excited to let you know that a portion of the requested zone is being designated! Businesses within the Opportunity Zone boundaries of the redevelopment areas as outlined on the enclosed "official" map may begin taking the credit for net new jobs created in a taxable year which begins on or after January 1, 2015, provided a minimum of two net new jobs are created. Please note the approved Opportunity Zone map will soon be published on the Department's website and is available to all interested parties.

As you are aware, the Opportunity Zone program was intended to encourage the revitalization of areas with truly blighted conditions. Required criteria include pervasive poverty, evidence of underdevelopment, documented blighted conditions, as well as evidence of general distress. The original intent of the program was focused on the redevelopment of small areas. Our desire is to continue this original intent and focus on redevelopment of small areas of disinvestment, with the objective that the job tax credit will encourage small business creation. It is for this reason that only a portion of your proposed Opportunity Zone was approved.

As part of the Opportunity Zone Tax Credits, businesses which are unable to use the credit against their Georgia Income Taxes may claim the excess credit against their withholding taxes. Please note that in order to claim the benefit of the withholding tax credits, the business must follow specific steps to insure that the credit may be claimed against withholding:

- (1) Create at least the minimum number of jobs which meet the Program's eligibility requirements;
- (2) File Form IT-WH at least 30 days prior to filing the Georgia Income Tax Return on which the credit will be claimed;

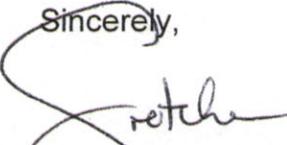
- (3) File the Georgia Income Tax return by the due date (or extended due date) along with a completed Form IT-CA to claim the Job Tax Credit for the Opportunity Zone;
- (4) The Department of Revenue will send a letter to the business within 120 days of the date the Georgia Income Tax Return was filed, stating the amount of credit available to claim against Withholding Taxes and when the business may begin claiming the credit; and
- (5) The business then claims the credit against its Georgia Withholding Taxes.

This designation shall be valid for tax years 2015 through 2025. If you do not renew your Opportunity Zone on or before December 30, 2025, the Opportunity Zone Tax Credits will expire on that date.

By copy of this letter, we will also inform the Georgia Department of Revenue of your designation. Please refer all questions from businesses seeking credits to Dawn Sturbaum in the Community Finance Division at 404-679-1585 or [dawn.sturbaum@dca.ga.gov](mailto:dawn.sturbaum@dca.ga.gov).

While this designation does not include all the parcels requested in West Point's Urban Redevelopment Area, we believe that the approved Opportunity Zone will spur redevelopment and revitalization of a deteriorated area along the 10<sup>th</sup> Street Corridor.

Sincerely,

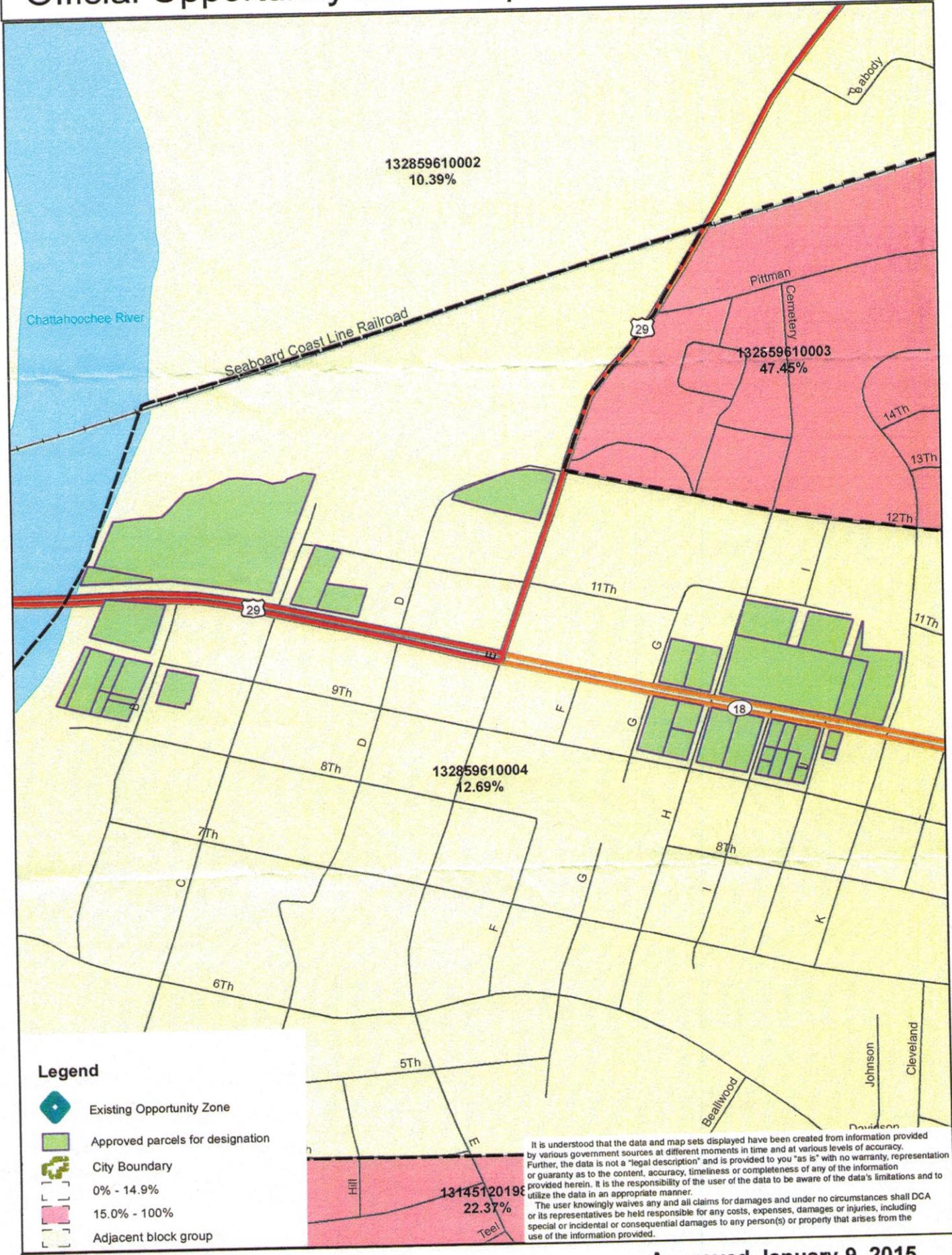
  
Gretchen Corbin  
Commissioner

Enclosure

cc: Senator Josh McKoon  
Representative John Pezold  
Austin Harper, DOR  
Brian Williamson, DCA  
Dawn Sturbaum, DCA

MR. MAYOR,  
THANK YOU FOR ALL OF  
YOUR ASSISTANCE WITH  
THIS REDEVELOPMENT.  
BEST WISHES!

# Official Opportunity Zone map for - City of West Point



## Legend

-  Existing Opportunity Zone
-  Approved parcels for designation
-  City Boundary
-  0% - 14.9%
-  15.0% - 100%
-  Adjacent block group

It is understood that the data and map sets displayed have been created from information provided by various government sources at different moments in time and at various levels of accuracy. Further, the data is not a "legal description" and is provided to you "as is" with no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the information provided herein. It is the responsibility of the user of the data to be aware of the data's limitations and to utilize the data in an appropriate manner.

The user knowingly waives any and all claims for damages and under no circumstances shall DCA or its representatives be held responsible for any costs, expenses, damages or injuries, including special or incidental or consequential damages to any person(s) or property that arises from the use of the information provided.

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

January 26, 2015

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

APPLICANT: **Mi Youn. Kim (Owner)**

ADDRESS: 308 W 8<sup>th</sup> Street Apt.# 7, West Point, GA 30833

LOCATION: 906 Avenue E, K Town Wing Inc. dba Kim's Restaurant

**Application Review**

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

**Remarks:** Ms. Mi Youn Kim is Owner of the restaurant. All application forms have been submitted and completed.

**Richard McCoy**  
City Clerk

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

January 26, 2015

Classified Ads Section  
Valley Times-News  
Lanett, AL

Dear Sir or Madam:

Please run the following small box ad Thursday, January 29th, and again on Thursday, February 5th . 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 Mi Youn Kim, (Owner) is applying to the City of West Point for on-premises consumption malt beverage, wine, and liquor licenses for K-Town Wings, Inc. dba Kim's Restaurant at 906 Avenue E. Said application will be heard at the next meeting of the Mayor and Council on Monday, February 9, 2015 at 6:00 p.m. in the Council's Chamber located at 730 1<sup>st</sup> Ave. West Point, GA.

Bill to:

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

Thanks,

Richard McCoy, City Clerk