WEST POINT GEORGIA

Welcome Home

April Monthly Reports
May 2014

AGENDA
WORK SESSION

WEST POINT

THURSDAY, MAY 8TH
WORK SESSION @ 8:15 AM

MEETING CALLED TO ORDER

PUBLIC HEARING (IF NEEDED OR REQUIRED)

- LTM Movement Ministries request for a Church at 804 3rd Avenue
- Zoning Amendment for Residential Recreation Facilities

AGENDA REVIEWED IN ITS ENTIRELY BEFORE DISCUSSION

PUBLIC COMMENT ON AGENDA ITEMS (FORM REQUIRED)

NEW BUSINESS

- Board & Committee Attendees
- Solid Waste Project
- Malt Beverage & Wine License Application for Pizza Villa, 722 3rd Avenue
- Malt Beverage & Wine License Application for West Point Corner Store LLC, 607 4th Avenue
- LTM Movement Ministries request for a Church at 804 3rd Avenue
- Zoning Amendment for Residential Recreation Facilities Requirements
- Ante Litem Notice – Williams
- Marseilles Cemetery Rules & Regulations
- Church Moratorium
- Agreement for Water & Sewer Services
- Gas Portfolio IV
- Intergovernmental Agreement Depot Parking Lot
- Donation Agreement TPL Park Land
- Forward Fund Request Hwy 18 & O.G. Skinner Drive
- Bond Ordinance

CONSIDER ITEMS FOR BUSINESS MEETING (Create Business Meeting Agenda)

MAYOR & COUNCIL COMMENTS

ADJOURNED

Next Meeting:

Council Meeting – Monday, May 12th @ 6:00 PM

West Point Technology Training Center

MINUTES

The regular meeting of the Mayor and Council was held in the Council room of West Point City Hall April 14, 2014 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 Steven M. Tramell
Councilmember Benjamin F. Wilcox

Members Absent:

Boy Scout, Graham Finlay led the Pledge of Allegiance

Mayor Ferguson called Minister Bruce Gunn, Restoration Ministries for opening prayer.

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

MINUTES

Mayor Ferguson asked for a motion to approve the minutes from the March 10, 2014 regular meeting and the April 2, 2014 called meeting. Councilmember Sandra Thornton made said motion and was seconded by Councilmember Joseph R. Downs III; the minutes were **approved unanimously without change.**

FINANCIAL REPORT

Councilmember Gerald W. Ledbetter presented the March financial report with the April cash position and forecast and made a motion to accept the report; motion seconded by Councilmember Benjamin F. Wilcox and **passed unanimously**.

AGENDA

Mayor Ferguson added Frank Kirby to the agenda and asked for a motion to approve the amended agenda. Councilmember Gerald W. Ledbetter made said motion and Councilmember Gloria R. Marshall seconded the motion; **passed unanimously**.

Frank Kirby

Mr. Frank Kirby stated he was a candidate for Chairman of the Troup County Commission. He also stated West Point was a vital part of Troup County and he would not forget about the City of West Point if elected. He thanked the Mayor and Council for allowing him to come before them and asked for their support. Mayor Ferguson thanked Mr. Kirby for his statements.

PROCLAMATIONS & RESOLUTIONS

- **Valley Haven School Proclamation**

Mayor Ferguson read a proclamation naming the week of April 27th through May 3rd, 2014 as Hike/Bike/Run Week in the City of West Point. Mayor Ferguson presented the proclamation to Don Cleveland. Mr. Cleveland thanked the Mayor and Council for their support.

- **Keep Troup Beautiful Proclamation**

Mayor Ferguson read a proclamation naming Saturday, April 26, 2014 as "Great American Cleanup" for Keep Troup Beautiful in West Point, and call on all citizens to join in activities that promote responsible environmental stewardship. Mayor Ferguson presented the proclamation to Mr. Thomas Scott.

- **Police Chief Jeffrey Cato Proclamation**

Mayor Ferguson read a proclamation thanking Chief Jeffrey Cato for his service to the City of West Point. Chief Cato announced his decision to retire from law enforcement. Chief Cato has been Chief of Police in West Point for the past four years.

- **Richard Fuller Resolution**

Mayor Ferguson read a resolution and presented it to Richard Fuller for his many years of service with the City of West Point. Richard Fuller announced his decision to retire from the City's service effective April 1, 2014 after almost forty years of service.

- **Police Department Plaques**

Mayor Ferguson presented Chief Cato, Captain Robert Fawley and Officer Gerald Shrewsbury with two plaques one from the State of Georgia honoring the West Point Police Department for outstanding law enforcement.

GEFA REFUNDING

Councilmember Gerald W. Ledbetter made a motion to approve a resolution to declare the city's official intent to issue the Series 2014 Bonds in the principal amount of approximately $7,985,000 for the purposes of providing money which, together with

other funds available to the City, will be sufficient to provide for the payment in full of the GEFA Loan. The exact principal amount of Series 2014 Bonds will be approved by the City upon the adoption of a bond ordinance to supplement the 2001 Ordinance and the 2008 Ordinance authorizing the issuance of the Series 2014 Bonds. The motion was seconded by Councilmember Benjamin F. Wilcox; **carried unanimously**.

LIBRARY SERVICE CONTRACTS

Councilmember Benjamin F. Wilcox made a motion to approve a contract for services with the West Point Library Association for library services, the city shall pay to the Library the sum of $2,083.33 per month for the period from April, 2014, through and including March, 2015, which sum shall be due and payable by the 15th of each month of the term of this Agreement. Moreover, for the term of this Agreement, West Point shall continue to provide lawn care, pest control and cleaning services, as well as supply all utilities with the exception of telecommunications to the Hawkes Library facilities. The motion was seconded by Councilmember Gloria R. Marshall **and passed unanimously.**

Councilmember Sandra Thornton made a motion to approve a contract for Library Services with the Chambers County Library Association. The city shall pay to the Library the sum of $1,250.00 per month for the period from April, 2014, through and including March, 2015, which sum shall be due and payable by the 15th of each month of the term of this Agreement. The motion was seconded by Councilmember Benjamin F. Wilcox and **passed unanimously**.

TPL RIVER PARK EXPANSION

Councilmember Steven M. Tramell made a motion to approve:

- 1. That the Mayor is authorized to accept a deed conveying the Greenspace Property into the City, which shall provide that the property so conveyed under said deed shall be permanently, preserved as Greenspace with passave recreation amenities such as a trail system for the benefit of the public.
- 2. That the Mayor is authorized to accept a conservation easement deed conveying certain property interests in the Garland Portion into the City, which shall provide that the property interest so conveyed under said deed shall permanently preserve the natural and ecological resources for the benefit of the public.
- 3. That the City is hereby authorized to enter into an agreement to acquire the Greenspace Property and conservation easement over the Garland Porton from TPL through donation, in form approved by the city Attorney and consistent with the foregoing resolution, and recognizing that TPL's obligation to convey the Greenspace Property and conservation easement over the Garland Portion to the City is contingent on TPL's acquisition of same from the present owner thereof, and further, that such donation shall be make on an as-is basis, without representation or warranty by TPL.
- 4. That the City of West Point will use its best efforts to initiate, promote and fund the planning, implementation and development of a Riverwalk and park initiative

along the Chattahoochee River within City limits as referenced above, and shall support TPL in its related efforts.

- 5. TPL, subject to availability of funding, will use its best reasonable efforts to assist the City of West Point with its planning, acquisition and development efforts.

The motion was seconded by Councilmember Gloria R. Marshall; **passed unanimously.**

ORDINANCE AMENDMENTS

- **Sewer System**

Councilmember Gloria R. Marshall made a motion to amend the city's Sewer System Ordinance to modify definitions, to provide for public purposes, to insert definitions, to modify requirements, to update according to Georgia Law, to repeal confliction ordinances, to fix an effective date, and for other purposes. Councilmember Benjamin F. Wilcox seconded the motion; **passed unanimously.**

- **Disposition of Property**

Councilmember Joseph R. Downs III made a motion to amend the city's ordinance to modify Chapter 2 in order to designate circumstances under which the Mayor and Council may dispose of certain real property, to repeal conflicting ordinances, to fix an effective date and for other purposes. Councilmember Sandra Thornton seconded the motion; **passed unanimously**.

- **Central Business District Housing**

Councilmember Gerald W. Ledbetter made a motion to amend the city's central business district ordinance "Residences-Apartments and condominiums above commercial storefront. All other residential uses shall be by application and may only be approved by Council if it finds that the benefits and need for the proposed residential use are greater than any possible depreciating effects and damages to neighboring properties. Applicant shall provide Council with information on density, parking and overall impact of the proposed residential use." Councilmember Steven M. Tramell seconded the motion; **passed unanimously**.

- **Church Location Request for 818 3rd Avenue**

Councilmember Benjamin F. Wilcox made a motion to approve the establishment of Restoration Ministries at 818 3rd Avenue. The motion was seconded by Councilmember Gerald W. Ledbetter and **passed unanimously**.

Councilmember Gerald W. Ledbetter made a motion for the Mayor and Council to put a moratorium for 60 days on new applications until the council can better understand the

underlying issues and options available to address the process of approving churches in the downtown district. The motion was seconded by Councilmember Benjamin F. Wilcox and **passed unanimously**. After some discussion that the Mayor and Council approve all church locations within the city, Councilmember Gerald W. Ledbetter made a motion for the Mayor and Council put a moratorium for 60 days on new applications until the council can better understand the underlying issues and options available to address the process of approving churches within the city limits. Councilmember Sandra Thornton seconded the motion; **passed unanimously**.

- **Bed and Breakfast allowed in Commercial Zone**

Councilmember Sandra Thornton made a motion to amend the city zoning ordinance to add Bed and Breakfast establishments as a permitted use under the General Commercial District, to repeal conflicting ordinances, to fix an effective date, and for other purposes. Councilmember Joseph R. Downs III seconded the motion; **passed unanimously**.

- **Telecommunication Amendment**

Councilmember Steven M. Tramell made a motion to amend the City of West Point Zoning Ordinance to include a new Section 20A on Accessory Structures and Use and Standards for Telecommunications Facilities. The motion was seconded by Councilmember Gloria R. Marshall; **passed unanimously**.

- **Commercial Real Estate Sales Agreement**

Councilmember Gloria R. Marshall made a motion to enter into a purchase and sales agreement for all that tract or parcel of land located in Land Lot 284 of the 5th Land District, West point, Georgia, containing approximately 3.9 acres, and known according to the tax map numbering system of Troup County as Tax Map Numbers 394-3A-001-013 and 094-3a-001-017. The property is commonly known as the Georgia Alabama Supply property. The contract is subject to the cities determination that the property is suitable for its intended use which is for the relocation of public works, gas and water department facilities. Councilmember Gerald W. Ledbetter seconded the motion; **passed unanimously.**

- **Easement for sewer line**

Councilmember Joseph R. Downs III made a motion to approve a permanent and perpetual right, privilege and easement in and to real estate owned by Roy Harrell and family located in Land Lot 236 of the 5th Land District, Troup County, Georgia, for the purpose of installing, constructing, repairing, removing, reconstructing, reinstalling, using and maintaining a sewage line, having a width of twenty (20) feet traversing and crossing the real estate owned by Grantor. Councilmember Gloria R. Marshall seconded the motion; **passed unanimously**.

- **DYMOS Donation**

Councilmember Gerald W. Ledbetter made a motion to accept a donation from Hyundai Dymos in the amount of $300,000 to be used for the west side downtown river park project. The donation will fulfill Hyundai Dymos commitment (Project Agreement Section 5.1 and 5.2) to support the city efforts to provide infrastructure to the Hyundai Dymos facility in West Point. Councilmember Sandra Thornton seconded the motion; **passed unanimously**.

ADJOURN

There being no further business, the meeting was adjourned.

Richard McCoy
City Clerk

A. Drew Ferguson IV
Mayor

FINANCIAL REPORT

City of West Point Financial Report April, 2014

REVENUES

	General Fund	EMRG 911	Water Fund
Current Revenue	$208,900.05	$16,791.85	$324,324.74
YTD Revenue	$1,344,676.40	$35,370.78	$1,225,612.14
Budget	**$5,865,761.00**	**$101,400.00**	**$3,605,208.00**
Percentage Budget	22.92%	34.88%	34.00%

	Electric Fund	Gas Fund	Sanitation
Current Revenue	$459,902.44	$220,562.27	$28,794.94
YTD Revenue	$1,993,705.04	$1,027,697.83	$116,568.31
Budget	**$6,072,206.00**	**$1,494,806.00**	**$499,600.00**
Percentage Budget	32.83%	68.75%	23.33%

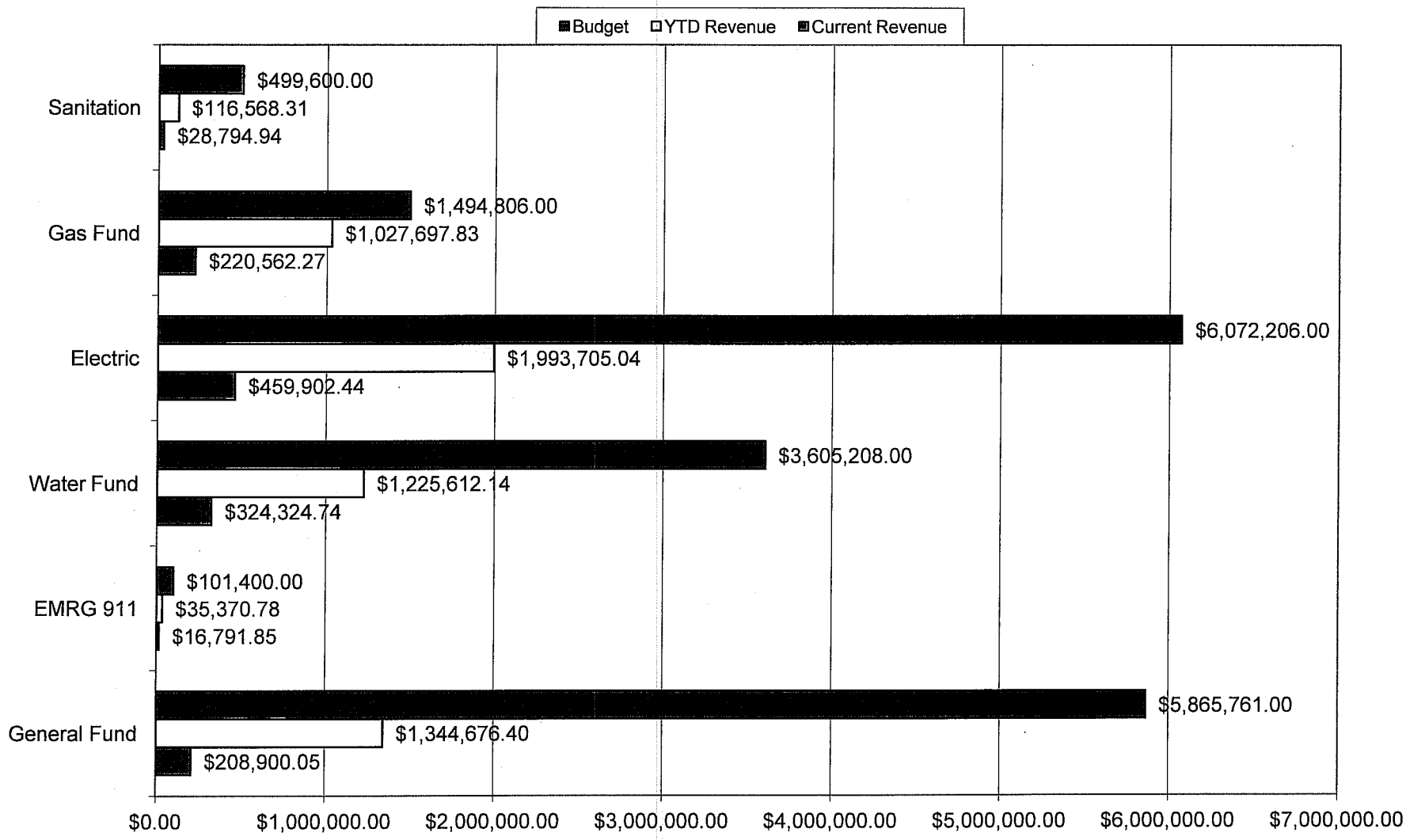
	TE Project	EIP	SPLOST
Current Revenue	$0.00	$0.00	$83,062.50
YTD Revenue	$0.00	$0.00	$327,048.15
Budget	**$500,000.00**	**$500,000.00**	**$1,741,287.00**
Percentage Budget	0.00%	0.00%	18.78%

Total All Departments	
Current Revenues	$1,342,338.79
Current Expense	$1,443,128.44
over/under	($100,789.65)

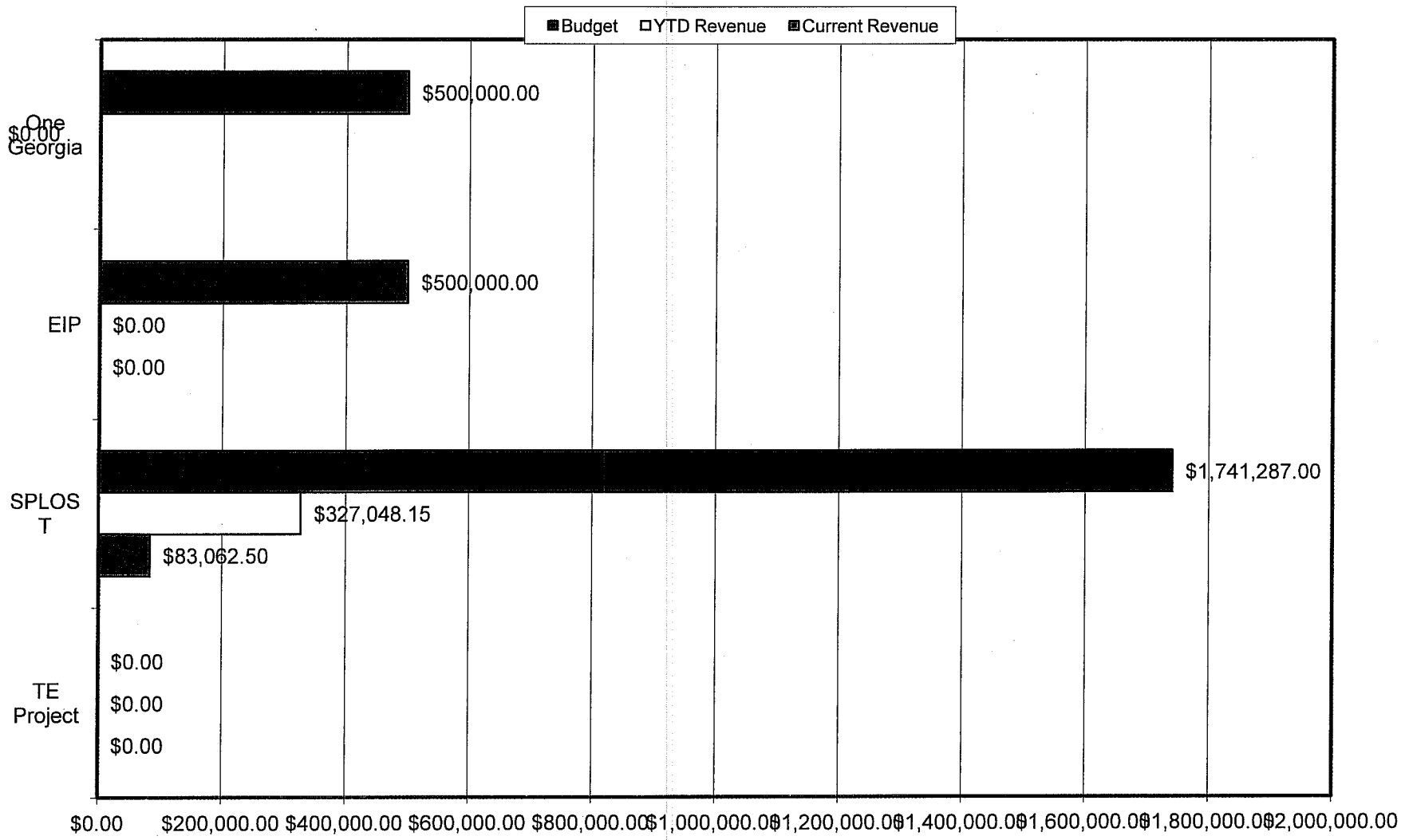
	Total All Departments
Total YTD Revenue	$6,070,678.65
Total YTD Expenses	$6,060,012.99
over/under	$10,665.66

YTD Revenue	**$6,070,678.65**
Budget	**$20,380,268.00**
Percentage	**29.79%**

Budget Revenue Comparison April, 2014



Budget Revenue Comparison April, 2014



City of West Point Financial Report April, 2014

EXPENSES

	General Government	Police Dept	Fire Dept	Street Dept
Current Expense	$72,814.40	$119,121.40	$103,275.28	$34,348.57
YTD Expense	$267,900.44	$551,415.66	$464,024.56	$156,161.75
Budget	**$740,730.00**	**$1,715,520.00**	**$1,366,105.00**	**$585,630.00**
Percentage Budget	36.17%	32.14%	33.97%	26.67%

	Planning & Zoning	Special Facilities	EMRG 911 SYS	Water Dept
Current Expense	$24,469.96	$2,604.32	$2,938.95	$292,526.25
YTD Expense	$115,887.52	$12,916.57	$47,519.25	$866,851.31
Budget	**$391,050.00**	**$41,276.00**	**$101,400.00**	**$1,736,885.00**
Percentage Budget	29.63%	31.29%	46.86%	49.91%

	Sewer/ Water/Proj	Electric Dept	Gas Dept	Sanitation Dep
Current Expense	$159,007.06	$426,876.74	$126,740.18	$35,469.65
YTD Expense	$615,120.57	$1,821,943.52	$841,345.33	$134,566.95
Budget	**$2,868,303.00**	**$6,072,206.00**	**$1,494,806.00**	**$499,600.00**
Percentage Budget	21.45%	30.00%	56.28%	26.93%

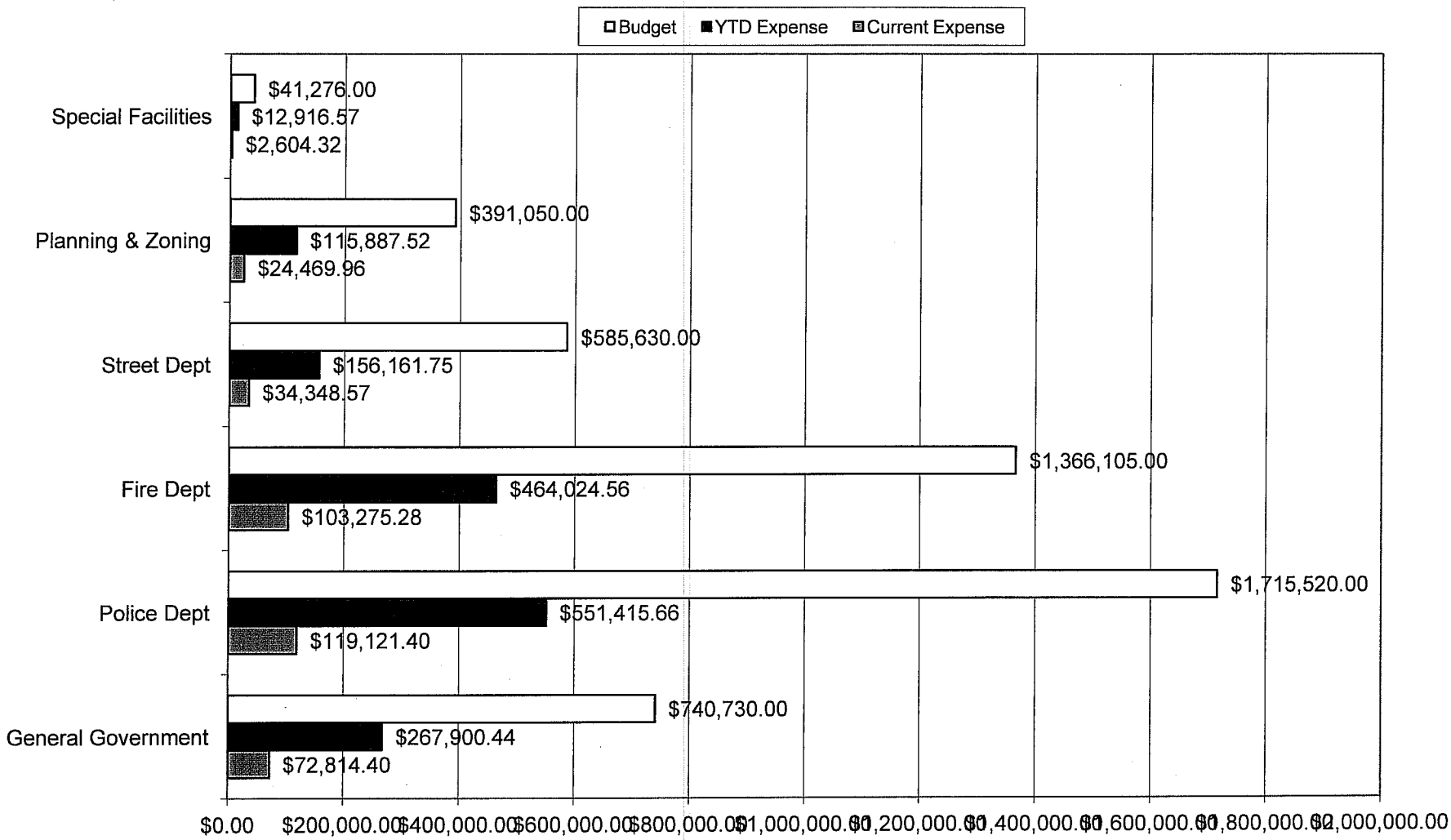
	SPLOST	Study Center	CAP/Youth Services	Economic Dev
Current Expense	$29,305.43	$9,097.39	$4,532.86	$0.00
YTD Expense	$97,905.90	$21,498.91	$13,674.75	$31,280.00
Budget	**$1,741,287.00**	**$34,300.00**	**$54,150.00**	**$937,000.00**
Percentage Budget	5.62%	62.68%	25.25%	3.34%

	All Funds
Current Revenues	$1,342,338.79
Current Expense	$1,443,128.44
over/under	($100,789.65)

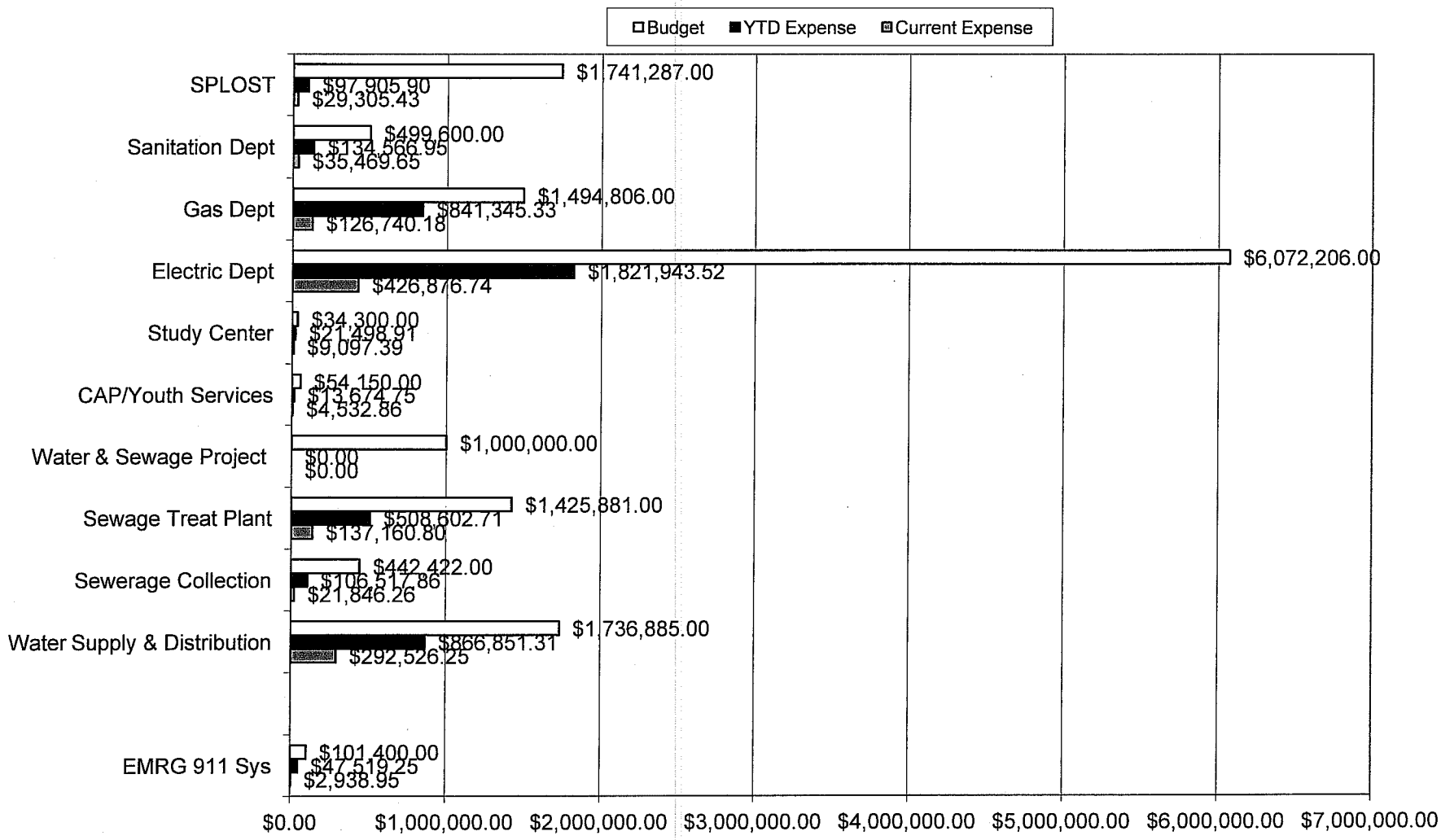
Total All Departments

Total YTD Revenue	$6,070,678.65	**Total YTD Expenses**	**$6,060,012.99**
Total YTD Expenses	$6,060,012.99	**Budget**	**$20,380,248.00**
over/under	$10,665.66	**Percentage**	**29.73%**

Budget Expense Comparison April, 2014



Budget Expense Comparison April, 2014



DEPARTMENT REPORTS

Fire Department

Planning Department

Police Department

Public Works

Utility Department

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

MONTHLY ACTIVITY REPORT

April 2014

FIRE RESPONSES

Structure / Residential	0
Structure / Business	3
Vehicle	0
Ground Cover, Trash	1
Hazardous Materials	0
Rescue, M.V.A.	5
False Alarms	2
Mutual Aid Responses	0
Other Responses	0
Total Fire Responses	**11**

EMERGENCY MEDICAL SERVICE RESPONSES

FACILITY	TRIPS
Lanier Memorial	21
West Ga. Medical	13
East Al. Medical	0
Columbus Medical Center	0
Landing Zone	1
Non-Transport	15
Total E.M.S. Responses	**50**

CITY OF
WEST POINT
P.O. Box 487
West Point, GA 31833

Building Department Activity

April 1 – 30, 2014

Permits Issued –	**9**
Elec. Water, Gas	7
Building	2

Inspections -	**45**
Industrial	21
New Commercial	3
Remodel Comm.	5
New Residential	2
Remodel Res.	12
Soil & Erosion	2

Certificate of Occupancy-	**7**

Code Enforcement - **51**

Burn Removal	0	Grass & Weeds	3
Illegal Dumping	4	Signs	11
No Utilities	4	Vehicles	5
Property Maint.	6	Other	15
Warnings/Citations	3		

Animal Control- **68**

Meet in Person	16
Deliver/Set Traps	28
Other	10

Transports to Animal Shelter- Dogs- 3 Cats- 10 (trapped)

Hearings -	**0**
No Shows	0

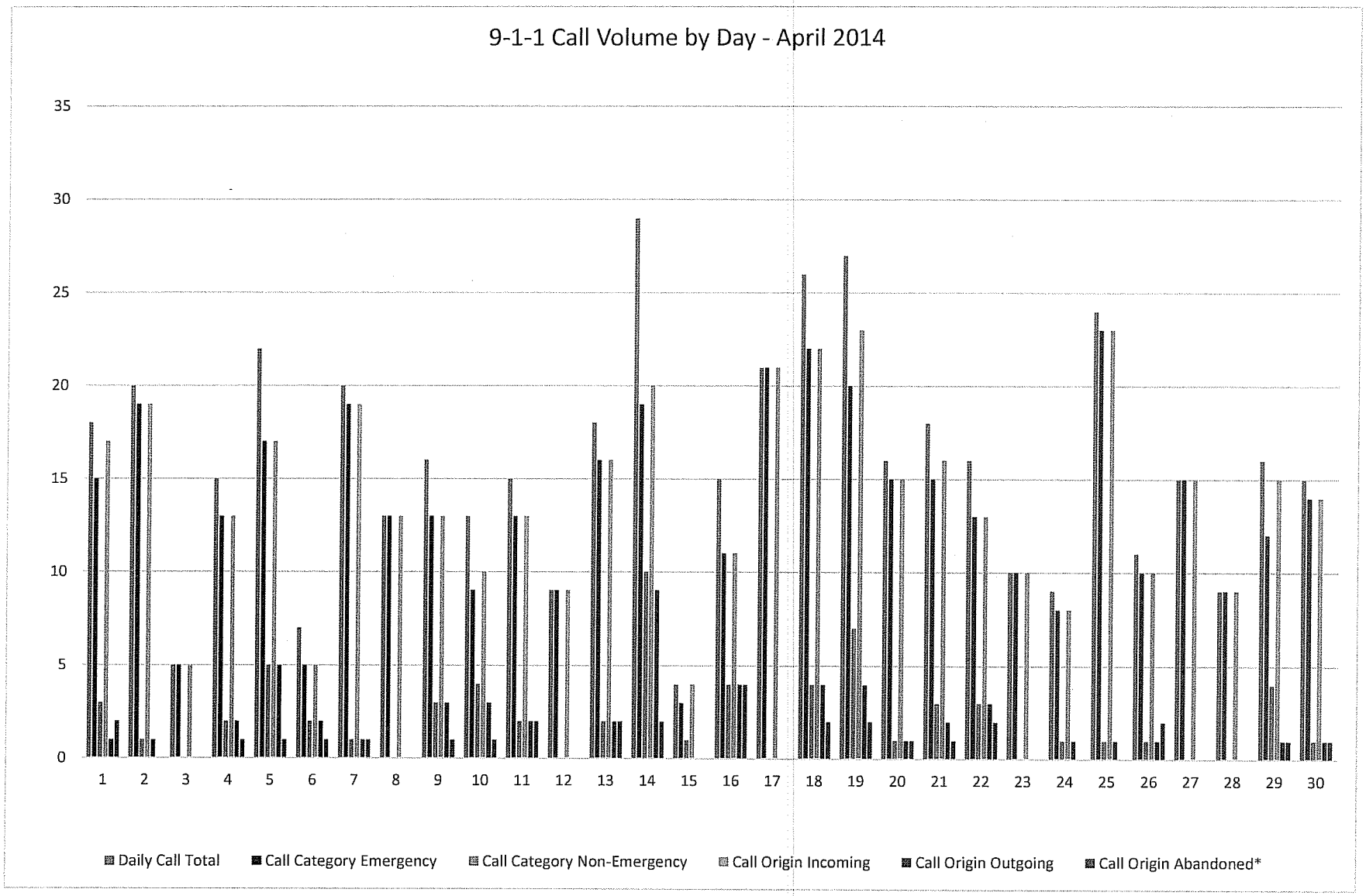
Public Notices-	**0**

Structures Demolished-	**0**

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

	Daily Call Total	Call Category		Call Origin		
		Emergency	Non-Emergency	Incoming	Outgoing	Abandoned*
1	18	15	3	17	1	2
2	20	19	1	19	1	0
3	5	5	0	5	0	0
4	15	13	2	13	2	1
5	22	17	5	17	5	1
6	7	5	2	5	2	1
7	20	19	1	19	1	1
8	13	13	0	13	0	0
9	16	13	3	13	3	1
10	13	9	4	10	3	1
11	15	13	2	13	2	2
12	9	9	0	9	0	0
13	18	16	2	16	2	2
14	29	19	10	20	9	2
15	4	3	1	4	0	0
16	15	11	4	11	4	4
17	21	21	0	21	0	0
18	26	22	4	22	4	2
19	27	20	7	23	4	2
20	16	15	1	15	1	1
21	18	15	3	16	2	1
22	16	13	3	13	3	2
23	10	10	0	10	0	0
24	9	8	1	8	1	0
25	24	23	1	23	1	0
26	11	10	1	10	1	2
27	15	15	0	15	0	0
28	9	9	0	9	0	0
29	16	12	4	15	1	1
30	15	14	1	14	1	1
Total	**472**	**406**	**66**	**418**	**54**	**30**

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


9-1-1 Call Volume by Day - April 2014
35
30
25
20
15
10
5
0
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
Daily Call Total
Call Category Emergency
Call Category Non-Emergency
Call Origin Incoming
Call Origin Outgoing
Call Origin Abandoned*

OFFICER ACTIVITY REPORT
Activity from 4/1/2014 to 4/30/2014

WEST POINT PD
REPORT RUN ON: 5/2/2014 8:22:46 AM

OFFICER NAME
ALL OFFICERS

ACTIVITY STATISTICS FOR THIS OFFICER

CITATION ACTIVITY (TOP 10 and ALL OTHERS) FOR THE PERIOD

40-6-181 SPEEDING IN EXCESS OF MAXIMUM LIMITS	40-6-20 FAILURE TO OBEY TRAFFIC CONTROL DEVICE	40-6-10 NO PROOF OF INSURANCE/ MOTOR VEHICLE	40-6-72(B) FAILURE TO STOP AT A STOP SIGN	40-2-20 REGISTRATION REQUIREMENTS	40-5-121 1ST DRIVING WITH SUSPENDED OR REVOKED LICENSE MISDEMEANOR	40-6-49 FOLLOWING TOO CLOSE	40-5-29 DRIVING WITHOUT LICENSE ON PERSON	40-6-10 FAILURE TO DISPLAY INSURANCE ON DEMAND	40-6-16 PASSING STATIONARY EMERGENCY VEHICLE	ALL OTHER
20	3	9	6	2	6	4	2	9	0	41

OTHER ACTIVITY FOR THE PERIOD

TOTAL CITATIONS	ARRESTS (from Incidents)	WARRANTS SERVED	CIVIL PAPERS & SUBPOENAS SERVED	ACCIDENT REPORTS	INCIDENTS	INCIDENTS - DOMESTIC	INCIDENTS - MISC	COMMUNITY CONTACTS	FIELD INTERVIEWS
93	34	17	0	25	82	10	4		3

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	23	21	17	26	0	2	2	0	2	2	95	95
CIT	16	18	26	23	0	1	6	3	0	0	0	93

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

INCIDENTS - OTHER DATA

32	CLEARED BY ARREST
40	EXCEPTIONALLY CLEARED
3	UNFOUNDED
26	FELONIES
65	MISDEMEANORS
$16,023	STOLEN PROPERTY
$1,048	RECOVERED PROPERTY

ACCIDENTS - OTHER DATA

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

OFFICER ACTIVITY REPORT
Activity from 4/1/2014 to 4/30/2014

WEST POINT PD
REPORT RUN ON: 5/2/2014 8:22:46 AM

OFFICER NAME
ALL OFFICERS

CITATION COUNT BY OFFENSE

VIOLATION CODE	DESCRIPTION	COUNT
40-6-181	SPEEDING IN EXCESS OF MAXIMUM LIMITS	20
40-6-10	NO PROOF OF INSURANCE/ MOTOR VEHICLE	7
40-5-121 1ST	DRIVING WITH SUSPENDED OR REVOKED LICENSE MISDEI	6
40-6-72(B)	FAILURE TO STOP AT A STOP SIGN	6
40-5-20	DRIVING WHILE UNLICENSED (1ST OFFENSE)	4
40-6-49	FOLLOWING TOO CLOSE	4
40-6-20	FAILURE TO OBEY TRAFFIC CONTROL DEVICE	3
40-6-240	IMPROPER BACKING	2
40-6-15	KNOWINGLY DRIVING MOTOR VEHICLE ON SUSPENDED,C/	2
40-6-72(B) YIELD	FAILURE TO YIELD AFTER STOPPING AT A STOP SIGN	2
40-5-29	DRIVING WITHOUT LICENSE ON PERSON	2
40-6-10	FAILURE TO DISPLAY INSURANCE ON DEMAND	2
12-5	DISORDERLY CONDUCT	2
40-2-20	REGISTRATION REQUIREMENTS	2
40-1-3	REQUIRING OR PERMITTING UNLAWFUL OPERATION OF A	2
40-8-76.1	SAFETY RESTRAINT VIOLATION (ADULT)	2
40-6-180	TOO FAST FOR CONDITIONS	2
40-6-254	UNSECURE LOAD	2
40-2-8	OPERATION OF VEHICLE WITHOUT REVALIDATION DECAL, OF COUNTY DECAL	2
40-5-122	PERMITTING UNLICENSED PERSON TO DRIVE	2
12-19	POLICE OFFICERS GENERALLY	1
16-13-32.2	POSSESSION / USE OF DRUG RELATED OBJECT	1
12-29	POSSESSION OF MARIJUANA (LESS THAN AN OUNCE)	1
16-13-2	POSSESSION OF MARIJUANA (LESS THAN ONE OUNCE)	1
12-25	PUBLIC DRUNKENNESS	1
40-6-390	RECKLESS DRIVING	1
40-2-5	USE OF LICENSE PLATE FOR PURPOSE OF CONCEALING C	1
40-8-23(D)	TAG LIGHT REQUIREMENTS	1
16-8-14 M	THEFT BY SHOPLIFTING (MISDEMEANOR) UNDER $300.00	1
40-6-121	NO U-TURN	1
16-11-32	AFFRAY	1
40-6-70	FAILURE TO YIELD RIGHT OF WAY	1
40-6-73	FAILURE TO YIELD WHEN ENTERING OR CROSSING ROAD\	1
12-7	MAINTAINING A DISORDERLY HOUSE	1
40-8-26	NO BRAKE LIGHT	1
40-6-123(A)	IMPROPER LANE CHANGE	1
40-6-49A	FOLLOWING TOO CLOSELY	1

INCIDENT REPORT STATS
Reports from 4/1/2014 to 4/30/2014

WEST POINT

OFFENSE GROUP (UCR) / OFFENSE	Offenses Reported	Unfounded	Actual Offenses	Total Cleared	# Involving Juveniles	Stolen Property Total	Recov Prop Tot
ASSAULT/BATTERY	9	1	8	2	2		
AGGRAVATED ASSAULT/BATTERY - GUN	1	1	0	0	0		
AGGRAVATED ASSAULT/BATTERY - OTHER WEAPON	1	0	1	1	0		
ASSAULT/BATTERY OFFENSE FREE TEXT	3	0	3	0	0		
SIMPLE ASSAULT/BATTERY	3	0	3	1	2		
TERRORISTIC THREATS/INTIMIDATION	1	0	1	0	0		
BURGLARY	8	1	7	0	0	3,660.00	2
BURGLARY - FORCED ENTRY - NONRESIDENCE	7	0	7	0	0	3,660.00	2
BURGLARY - NO FORCED ENTRY - RESIDENCE	1	1	0	0	0		
DAMAGE TO PROPERTY	10	0	10	1	0	6,000.00	
DAMAGE TO PROPERTY - BUSINESS	1	0	1	0	0		
DAMAGE TO PROPERTY - PRIVATE	4	0	4	1	0	6,000.00	
DAMAGE TO PROPERTY OFFENSE FREE TEXT	5	0	5	0	0		
DANGEROUS DRUG OFFENSE	10	0	10	9	0		
COCAINE - POSSESSION OF	7	0	7	6	0		
MARIJUANA - POSSESSION OF	3	0	3	3	0		
FAMILY	4	0	4	1	0		
FAMILY OFFENSE FREE TEXT	4	0	4	1	0		
FORGERY	3	0	3	1	0	265.00	
FORGERY - OF CHECK	1	0	1	0	0		
FORGERY OFFENSE FREE TEXT	2	0	2	1	0	265.00	
FRAUD	3	0	3	1	0	500.00	
FRAUD - BAD/WORTHLESS CHECK	1	0	1	0	0		
FRAUD - ILLEGAL USE OF CREDIT/FINANCIAL TRANSACTION CARDS	0	0	0	0	0		
FRAUD - IMPERSONATION	1	0	1	0	0		
INVASION OF PRIVACY	17	0	17	2	0		
CRIMINAL TRESPASS	15	0	15	2	0		
EAVESDROPPING	1	0	1	0	0		
INVASION OF PRIVACY OFFENSE FREE TEXT	1	0	1	0	0		
LARCENY/THEFT	15	0	15	3	0	1,163.00	2
LARCENY - ARTICLES FROM VEHICLE	5	0	5	0	0	450.00	
LARCENY OFFENSE FREE TEXT	7	0	7	2	0	663.00	2
SHOPLIFTING	3	0	3	1	0	50.00	
MISCELLANEOUS	27	1	26	12	2	209.00	
MISCELLANEOUS OFFENSES	27	1	26	12	2	209.00	
OBSTRUCTING JUDICIARY	3	0	3	3	0		
PROBATION VIOLATION	3	0	3	3	0		
OBSTRUCTING POLICE	2	0	2	1	0		
OBSTRUCTING POLICE OFFENSE FREE TEXT	2	0	2	1	0		
PUBLIC PEACE	5	0	5	2	0		
DISORDERLY CONDUCT	2	0	2	1	0		
HARASSING COMMUNICATION	1	0	1	1	0		
LOITERING VIOLATION	2	0	2	0	0		
ROBBERY	2	0	2	0	0	214.00	
ROBBERY - STREET - GUN	1	0	1	0	0	212.00	

INCIDENT REPORT STATS
Reports from 4/1/2014 to 4/30/2014

WEST POINT

OFFENSE GROUP (UCR) OFFENSE	Offenses Reported	Unfounded	Actual Offenses	Total Cleared	# Involving Juveniles	Stolen Property Total	Recov Prop Tot
ROBBERY OFFENSE FREE TEXT	1	0	1	0	0	2.00	
STOLEN PROPERTY	2	0	2	0	0	12.00	
STOLEN PROPERTY OFFENSE FREE TEXT	2	0	2	0	0	12.00	
STOLEN VEHICLE	1	0	1	0	0	4,000.00	1,00
THEFT OF AUTOMOBILE	1	0	1	0	0	4,000.00	1,00
REPORT TOTALS	121	3	118	38	4	16,023.00	1,04

Public Works Department Activity Report
April 2014

Preventive maintenance on storm water collection system

Grind @ land field

Patch with 11 tons

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

Trim limbs on the R-O-W

Clean off storm drains and repair

Service and repair Equip.

Pick up litter on R-O-W

Cut R-O-W.

Cut KIA Parkway & KIA Blvd.

Clean up in town area

Clean sidewalk on 5TH Ave.

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

Put bark around bushes and trees on KIA PK.Way and KIA Blvd.

Remove trees on East 11TH ST. at new park area

Clean up after storms

Some of the Yearly Supplies Used in the Public Works Dept. for 2013

Weed Killer	330 Gal.
Asphalt	83.0 Tons
Sackrete Concrete Mix	20,960 Lbs.
Nylon Trimmer Line	70 Lbs.
Drink Mix	192 Bags
Gloves	160 Pair
Tire Repair Street	17
New Tire Street	26
Tire Repair Sanitation	9
New Tire Sanitation	27
Scrap Tires From Side Of Street Recycled	127

April 2014 Monthly Report for Utilities

CITY OF WEST POINT

Gas Department/Utility Protection
April, 2014

Task Desc	Gas Crew & Utility Protection	Department Total
LOCATE UNDERGROUND UTILITIES	15	15
INVESTIGATE A REPORTED GAS LEAK	1	1
RESTAKE UG LOCATES	7	7
REPORT OF GAS LEAK	1	1
BUILD METER SET	1	1
GRAND TOTAL	25	25

CITY OF WEST POINT

Power & Lights
April, 2014

Task Desc	Electric Crew	Department Total
INVESTIGATE CUSTOMER COMPLAINT	10	10
MISCELLANEOUS	5	5
CUT TREE OR LIMB	2	2
CHANGE METER	1	1
TEMPORARY POWER	1	1
REPAIR STREET LIGHT	6	6
REPAIR SECURITY LIGHT	4	4
POWER OUTAGE	8	8
GRAND TOTAL	37	37

CITY OF WEST POINT

SERVICE TRUCK
April, 2014

Task Desc	Field Customer Service	Department Total
TURN ON UTILITIES	11	11
TURN OFF UTILITIES	10	10
READ-IN / READ-OUT UTILITIES	13	13
GRAND TOTAL	34	34

CITY OF WEST POINT

Sewer Department
April, 2014

Task Desc	Sewer Crew	Department Total
INVESTIGATE CUSTOMER COMPLAINT	1	1
SEWER BACK UP	1	1
GRAND TOTAL	2	2

CITY OF WEST POINT

Water Distribution
April, 2014

Task Desc	Water Distribution Crew	Gas Crew & Utility Protection	Department Total
INVESTIGATE CUSTOMER COMPLAINT	8	1	9
MISCELLANEOUS	1	0	1
CHANGE METER	1	0	1
CHANGE METER BOX	4	0	4
CHANGE WATER METER LID	1	0	1
CHECK WATER PRESSURE	1	0	1
NEW WATER SERVICE	1	0	1
WATER LEAK	1	0	1
GRAND TOTAL	18	1	19

Water Treatment Plant
February, 2014

27,370,000 Gallons Withdrawn From River (Average 912,333 GPD)
25,341,000 Gallons Pumped to System (Average 844,700 GPD)

Wastewater Treatment Plant
February, 2014

56,273,000 Gallons Discharged to River (Average 1,875,766 GPD)

NEW BUSINESS

Volunteers Needed to Serve on City Boards, Authorities or Commission March 25, 2014

Overview

Boards Authorities and Commissions are an established feature of municipal government which offers citizens an extraordinary opportunity to participate in a city's governmental affairs. Their activities have helped to shape or influence public policy in many areas. The City of West Point has boards, authorities and commissions that endeavor to reflect the varied interests of West Point citizenry. Several of the City's boards and commissions are required and established by state law, while others result from provisions of the City Charter or from local ordinances. They address such subjects as planning, zoning, development and parks and recreation. Although many boards, authorities and commissions are advisory, their influence and value can be significant. They make recommendations on a wide range of topics that come before the City Council. Several boards and commissions are quasi-judicial, which means the Council has delegated some portion of its legislative authority to a citizen board.

How to Apply

Applications are available on the city web site and at city hall. The application contains a list of the various boards and details the application process.

3 Members– Board of Adjustment (3 year appointment) 1- **Incumbent Donald Cleveland**, 2- Vacant (1 year term), 3- Vacant (2 year term) Application Deadline April 18, 2014
3 Members– Hawkes Library Board (4 year appointment) **Incumbents Drexel Meadors, Frances (Pal) Reeves, Monica Barber** Applications due by April 18, 2014
1 Member– Municipal Planning Board (4 year appointment) **Incumbent Ralph Davidson** Applications due by April 18, 2014

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

Contact Information

Name Donald R. Cleveland
Address P. O. Box 527
City State Zip West Point, GA 31833
Primary Phone 706.643.9552
Secondary Phone
E-Mail Address drcleveland@knology.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: Bpard of Adjustment
Second Choice:

Interest

Background and Qualifications:
Law Practice, including real estate issues for over 35 years

Experience and/or Profession:
Attorney

Reason for Wanting to Serve:
Discussion with Sammy Osborne.

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

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

WEST POINT GEORGIA
Welcome Home

Contact Information
Name Elizabeth Lanier Lester
Address 301 Briarcliff Road
City State Zip West Point GA 31833
Primary Phone cell 334 559-1445
Secondary Phone home 645-3549
E-Mail Address elizlanles@gmail.com
Are you a City of West Point Resident ☒ Yes ☐ No
Company or Agency
Current Job Title

Availability – Board or Commission of Interest
First Choice: Hawkes Library
Second Choice:

Interest
Background and Qualifications:
See attached.
Have time I could devote to serving on the board.
Experience and/or Profession:
Library aid in High School.
Parent assistant at Media Center at Heritage Academy.
Current Volunteer in Media Center at West Point Elementary.
Reason for Wanting to Serve:
Enjoy working around the library. Brings back memories when I attended story time there.
Holds a special place in my heart and family.
You may submit a letter of interest along with references and/or resume in addition to or in lieu of the Interest section.

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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

April 14, 2014

Ed Moon, City Manager
City of West Point Georgia
P O Box 487
West Point, Georgia 31833

To Whom It May Concern:

I am interested in possibly becoming a Board Member for Hawkes Library. Upon moving back here almost four years ago, I have re-acquainted myself with the Hawkes Library. I grew up here and spent many hours as a child in story time there, and it was useful to me with school papers. Also, I have been a Friends of the Library member for the last three years. Being a member of the West Point Woman's Club, I have actively participated in many functions there. We work closely to help support book signings, socials and supply volunteers on numerous occasions.

Having volunteered in a library setting on three occasions, I am very familiar with the setting, and feel I would be an asset to the current board and community. With my passion, I also would supply several new ideas.

Attached please find my Statement of Interest and current resume. If you have any questions, please give me a call.

Sincerely,

Elizabeth Lester

Elizabeth Lanier Lester
301 Briarcliff Road
West Point, GA 31833
334-559-1445 cell
645-3549 home

Elizabeth Lanier Lester

301 Briarcliff Road
West Point, GA 31833
Mobile: (334) 559-1445 | Home: (706) 645-3549
elizlanles@gmail.com

EDUCATION

Springwood School; Lanett, AL 1970 – 1979

Auburn University; Auburn, AL 1979 – 1984
Bachelor of Science in Family and Child Development – Human Sciences

- Alpha Gamma Delta Social Sorority

WORK EXPERIENCE

J. Smith Lanier & Co.; West Point, GA 1975 – 1989
CSR Assistant

- Personal and Commercial Lines, Mail Room, Switchboard Operator/Receptionist.

VOLUNTEER EXPERIENCE

Newnan, GA 1990 – 2000

- Newnan Jr. Service League (7 years – Sustaining Member)
  - Christmas in Newnan Toy Drive Chairman, Volunteer in Coweta County School System Dental Program and Thrifty Threads Consignment Shop.
- First United Methodist Church Tuesday Circle Lunch Member
- Heritage School – Room Mother and Parent Library Aid

Auburn, AL 1999 – 2006

- First United Methodist Church Circle 11 Member and Chairman
- Jonquil Garden Club Member and Chairman
- Auburn Woman's Club – Member and Bridge Hostess
- Lee-Scott Academy
  - Room Mother, PTO Co-Chairman, Teacher Wednesday Snack Chairman, Sally Foster Wrapping Paper Sale Chairman (2 Years)
- Women's Philanthropy Board at Auburn University Charter Member (2002 – Present), Student Mentor, and Executive Committee
- Alpha Gamma Delta Alumnae Club – Social Chairman for 3 years
  - Organized, planned and found Hostesses for 7 Alumni Parties a year.

West Point, GA 2010 – Present

- West Point Woman's Club; Member, Chaplain and Vice President for Special Projects
  - Chaired Hamburger Lunch Fundraiser, Spring Luncheon District Meeting and Christmas Wreath Sales.
- Charter Garden Club; Member
- Springwood School Wildcat Workday Excel Project (2011 and 2013)
- Spring Road Christian Church; Member
  - Kids Fest Volunteer, Nursery and Elementary Aid, Tuesday PM Ladies Bible Study Hostess
  - Mission work in Zimbabwe and Zambia – 2012 and 2013 with Cry for Africa and Hope Builders
- West Point Elementary Classroom and Media Center Aid

TECHNICAL SKILLS

Proficient in Microsoft Office (Word, Excel, Outlook) and Social Media.

REFERENCES

Kristy Myers
Director of Development – College of Human Sciences
232 Spidle Hall
Auburn University, AL 36849
334-844-2948

Melanie Lanier
1601 Tanyard Drive
Lanett, AL 36863
770-713-4486

Michael Plank
Worship Leader – Spring Road Christian Church
501 19th Avenue SW
Lanett, AL 36863
706-590-3264

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

WEST POINT GEORGIA
Welcome Home

Contact Information

Name Frances Skinner Reeves
Address 108 Francolyn Terrace
City State Zip West Point, Ga. 31833
Primary Phone 706-645-1792
Secondary Phone 706-773-4888
E-Mail Address palreeves@netmaxx.net
Are you a City of West Point Resident ☒ Yes ☐ No
Company or Agency
Current Job Title Retired

Availability – Board or Commission of Interest

First Choice: Hawkes Library
Second Choice:

Interest

Background and Qualifications:
See attached sheet

Experience and/or Profession:

Reason for Wanting to Serve:

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

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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

Statement of Interest to Serve on Hawkes Library Board

Frances Skinner Reeves

I have lived in West Point, Ga. since 1936. I attended school here, being graduated from West Point High in 1943. I have lived here continuously since my college days. My father, as a businessman, contributed greatly to the City of West Point. He purchased land in Harris County, and subsequently started the first residential section of Harris County adjacent to the city. Soon, the city annexed the property, known as Francolyn Terrace (named for his two daughters, Frances and Carolyn). When Booker Hills was added to the city in a few years, the whole section is now called "the Booker Hills Section".
My father also donated, and made available for purchase, the area known as West Point Technology Park. The drive through there was named after his death in 1994, O.G. Skinner Drive.
I say all this to show that my roots in West Point go very deep.

I have served on the Hawkes Board since 2002, serving as Chairman from 2007-2013. I now serve as Vice Chairman. The experience has been a very rewarding one, and I would like to continue to serve my city in this capacity.

Educational Background and Experience:

I was graduated from Sullins Junior College in Bristol, Va. in 1945 and from Mercer University in 1947. From Auburn University in 1971, I received a Master of Education degree, in 1973 a Specialist in Education degree, and in 1977 a PhD.
I have worked as a Mental Health Councilor and County Coordinator for East Alabama Mental Health, Troup County Mental Health, and a private practice specializing in Marriage and Family Counseling. I was a member of the American Association of Marriage and Family Therapy. I taught many courses in Parenting to parents in Georgia and Alabama.
I later worked in my family's business, Skinner Furniture Stores, in Human Resources for the 39- store corporation. I retired in 2000, when the stores closed their businesses.

I have been a member of the West Point First Baptist Church since 1936, and have been an active member holding many jobs there.

I was on the Board of the Trustees of Mercer University for ten years.
I have been on the Auburn Alumni Board, the Advisory Board of the College of Education and on the Advisory Board of the College of Human Sciences. I am still on the Dean's Circle of the College of Education, and am a member of The Samford Society, The 1856 Society, and am a Life member of the Alumni Association.
I was honored to be named one of 400 Outstanding Auburn Women Graduates at the Centennial of Admission of Women.

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

WEST POINT GEORGIA
Welcome Home

Contact Information
Name Monica D. Barber
Address 203 Teel Road
City State Zip West Point, GA. 31833
Primary Phone 706-773-7407
Secondary Phone 706-518-6846
E-Mail Address mbarber@cityofwestpointga.com
Are you a City of West Point Resident ☒ Yes ☐ No
Company or Agency City of West Point
Current Job Title Community Development Specialist

Availability – Board or Commission of Interest
First Choice: Hawkes Library Board
Second Choice:

Interest
Background and Qualifications:
7 yrs at Chambers County Library
6 mos at Parkland College – Urbana/Champaign, IL
Experience working in School (High school) Library.
Experience and/or Profession:
Worked as a library clerk, circulation clerk, Program specialist & branch manager.

Reason for Wanting to Serve:
I see the Library as a very needed part of the community. I have many ideas about how we can improve outreach/services.
You may submit a letter of interest along with references and/or resume in addition to or in lieu of the Interest section.

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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

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

WEST POINT GEORGIA
Welcome Home

Contact Information

Name Tammy Dycus
Address 114 Francolyn Terrace
City State Zip West Point, GA 31833
Primary Phone 770-826-6834
Secondary Phone
E-Mail Address tammy.dycus@point.edu
Are you a City of West Point Resident ☒ Yes ☐ No
Company or Agency Point University
Current Job Title Math Instructor

Availability – Board or Commission of Interest

First Choice: Hawkes Library
Second Choice:

Interest

Background and Qualifications:

Experience and/or Profession:

Reason for Wanting to Serve:

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

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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

April 5, 2014

Dear Mr. Moon,

I was made aware of a vacancy on the Hawkes Board of Directors by a friend at church who asked if I would consider applying for the position. Being new to the area (my family and I moved to West Point from Conyers, GA in July, 2013), I am looking for ways to become involved in the community. I grew up in a small town in Illinois, but as an adult I have only lived in larger towns where I did not feel very connected. I am excited to be in a place where I feel like my family and I can make a difference.

The town where I grew up had an outstanding community library that I was privileged to live close enough to walk to. I so enjoyed the many services provided to the area children: summer book-reading contests, special speakers, movie-viewings, etc. As I grew older, the library was my primary source for research material for school assignments, as well as books for casual reading. I have a great fondness for library programs for children. My own three daughters (ages 18, 15, and 13) are voracious readers and have been taking out books from libraries since they were very small. Hawkes library was one of the first places we investigated as a family after moving here, and found it quite charming. My 15-year-old was skeptical that she would find anything age-appropriate, but she was pleasantly surprised.

Although my educational and teaching background is in mathematics, which has very little to do with library science, I feel that my "math brain" is an asset for serving on a board such as this one. I am extremely organized and able to make logical assessments and decisions. I have worked part-time for a nonprofit arts agency, so I am familiar with the challenges involved with an organization that relies heavily on grants and donations. I have also worked part-time in a college business office, so I understand the logistics of keeping financial records, paying bills, keeping track of donations, etc., of an institution. As a new member of the community, I am able to take a fresh look at the library and its operation and communicate what might have been previously overlooked.

Thank you for considering me for a position on the Hawkes Board. I am attaching my educational and work experience.

Sincerely,

Tammy Dycus

Education:

Milligan College: B.S. in Mathematics and Computer Science; certification in Secondary Education; 1991

Nicholls State University: M.S. in Mathematics for Technical and Community College; 2013

Employment:

Science Hill High School, Johnson City, TN

High School Math Teacher 1991-1992

Unaka High School, Elizabethton, TN

High School Math Teacher 1992-1998

Johnson City Area Arts Council, Johnson City, TN

Part-time Office Worker 1994-1998

Point University, East Point, GA

Part-time Business Office Worker 1998-2002

Young Americans Christian School, Conyers, GA

High School Math Teacher 2002-2013

Point University, West Point, GA

Math Instructor 2013-present

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

Welcome Home

Contact Information

Name Ralph Davidson

Address 1203 Eastwood Lane

City State Zip West Point, GA 31833

Primary Phone 706-518-8020

Secondary Phone 706-643-3816

E-Mail Address

maddodo01@charter.net

Are you a City of West Point Resident Yes X No___

Company or Agency

Current Job Title Retired

Availability – Board or Commission of Interest

First Choice: Municipal Planning Board

Second Choice:

Interest

Background and Qualifications:

I have live in West Point all of my life and is a product of the West Point School System. I am also a graduate of West Georgia Technical College with an A.S. in Computer Information Systems. I also attended Southern Union where I took several classes in business.

Experience and/or Profession:

I worked in different departments at West Point Stevens for the last forty years. The last 35 years were spent working in the IT department. For the past four years, I have served on the planning board and would like to continue to serve.

Reason for Wanting to Serve:

West Point is a growing city and in order to grow, West Point needs citizens to serve on boards such as the planning board who can work with the mayor and counsel in achieving the goals that have been set. I strongly believe I can be one of those citizens.

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

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Ed Moon, City Manager
City of West Point Georgia

SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT

This Solid Waste Collection, Transportation and Disposal Agreement (this "Agreement") is made and entered into this the day of 2014, by and between the City of West Point, Georgia, hereinafter referred to as "City, and C&C Sanitation Inc. hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, in order to promote, preserve and protect the public health of its citizens, the City is responsible for the collection and disposal of solid waste and recyclable materials of its residents and businesses; and

WHEREAS, Contractor is in the business of solid waste and recyclables collection and desires to provide such services to City and

WHEREAS, City desires to engage Contractor to collect acceptable solid waste and recyclable materials cart service within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the Troup and Harris Counties and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of five years beginning July 1, 2014 and ending June 30, 2015. The Initial Term will be automatically extended for subsequent additional five year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term. This Agreement is subject to the multi-year contractual provisions of O.C.G.A 36-60-13(a).

2. Services. City hereby grants to Contractor the exclusive right for the collection and transportation of acceptable solid waste and recyclable materials from the cart service in the City of West Point from the point of pickup to a solid waste disposal site or materials facility in Contractor's discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of acceptable solid waste (the "Services").

a) Curbside Garbage Collection - Each customer will be provided with a 95 Gallon cart to be serviced on a once per week basis. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection. All garbage must be placed inside the cart. While Contractor will remove waste placed outside the cart on an occasional basis, consistent overflow will require a second cart. Second carts shall be charged to the

residential unit at the rate shown on Appendix A1.

i. Before disposal, all garbage collected from waste generators in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report based on the average amounts collected per home from all locations that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

b) Curbside Recycling Collection - All garbage customers will participate in the curbside recycling program and will be provided a 95 gallon cart to be serviced on a biweekly basis. Carts will be serviced on the same day that garbage is collected and must be placed at the curb no later than 7:00 a.m. on the scheduled day of service. Additional carts shall be charged to the residential unit at the rate shown on Appendix A- 1.

i. Upon collection, ownership of recyclable materials will pass to Contractor. Contractor may deliver such materials to a recyclables processing facility of its choice and is entitled to retain any revenue with respect thereto, if any.

ii. The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City grants prior written approval. The Contractor is prohibited from disposing of recyclable materials in any landfill.

iii. The Contractor will not collect non-recyclable materials if they are placed into the recycling collection cart (provided for recycling). In the event that it is clear that non-recyclable materials are placed in the container, the Contractor will leave the materials in the container along with instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

iv. Before processing the recycling materials collected within the City, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the City with a monthly tonnage report based on the amounts collected. The report shall be given to the City's designated Contract Representative within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five years, copies of weight tickets which are to be made available

for City inspection.

c) Contractor will provide backdoor garbage collection services and backdoor recycling collection services at no additional charge to disabled residents or elderly with medical hardship with proof of disability or hardship. Contractor will provide backdoor garbage collection services and recycling collection services at the request of any non-disabled residents for an additional charge as set forth on Appendix A- 1. All backdoor garbage must be bagged and shall be placed in a cart and recycling shall be placed in the recycling cart.

   i. Paragraph (a)(i) hereinabove shall also apply to backdoor garbage collected by Contractor and paragraph (b)(i) through (iv) hereinabove shall apply to backdoor recycling collected by Contractor.

d) Recycling carts and solid waste carts. The Contractor shall provide carts that are clearly labeled to receive recyclables. Recycling bins and recycling and solid waste carts must be maintained in good working condition. All carts must be covered to prevent wind-blown litter and access by birds or animals.

   The Contractor will handle all serviced carts in a commercially reasonable manner that avoids damage to them. Carts will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. Employees will take care not to damage property, shrubs, and other plantings when returning container.

e) City Receptacles. In addition to these services, Contractor will also provide, at no charge to the City (all businesses in downtown pay the standard fee), garbage pickup to downtown West Point on Mondays, Tuesday, Wednesdays, Thursday and Fridays, servicing all outside decorative trash cans located on the sidewalk areas in downtown and all existing 5 day per week customers. Additionally, Contractor will provide garbage pickup at all City Parks, City Hall, Police Station, Fire Station, and such other City facilities one time per week.

f) Special Events. Contractor will also supply a 95-gallon cart and

   garbage service for all Special Event Activities on an as needed basis. The Special Events will be limited to no more than three (3) major Special Events per year. If any of the three major Special Events require the use of more than eight (8) 95-gallon carts, a seven dollar ($11.00) charge will be assessed per cart

over the initial eight (8). Furthermore, Special Events beyond the designated three (3) Special Events will be billed at seven dollars ($11.00) per cart.

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, Contractor shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, Contractor-provided, residential/ business roll-out cart.

b) Recyclable Materials may include aluminum cans, newspapers,
plastics (#1 and #2), such as milk jugs, water jugs, all glass bottles, detergent bottles, paper, magazines and corrugated cardboard. This list of materials may be modified as recycling capabilities and markets change, subject to the approval of the Contractor and the City.

c) For purposes of this Agreement, "Acceptable Solid Waste" means
mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the Georgia State Waste Management Act and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

d) For purposes of this Agreement, "Unacceptable Solid Waste" means:

i. any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

ii. explosive materials, corrosive materials, pathological waste,
radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than

an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

iii. any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

e) For the purposes of this Agreement "Garbage" means Acceptable Solid Waste.

f) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to City at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by Contractor, in a safe condition throughout the Term.

5. Reporting: Contractor will provide to City a quarterly report that represents the total number of tons collected for MSW and Recyclables in the City. Because the MSW and Recyclables collected from City is combined with that collected from other Citys the amounts reported will be based on the average amounts collected per home from all locations. Quarterly Service Reports will also be provided that present the type and number of service requests handled each period.

6. Schedule. Contractor shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that City service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

7. Newly Developed and Annexed Areas: Contractor will, within thirty (30) days of notification by the City, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, Contractor shall provide Services on the next scheduled day of collection following notification thereof. Contractor shall be responsible for notifying City of all collection locations

being serviced which do not appear on the billing register. Billing will be adjusted by the City as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

8. Rates; Number of Units. Total compensation due to Contractor shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per residential unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of residential units for which Contractor will provide Services is estimated as of the date of this Agreement to be _____ units, provided, however, that City will provide evidence to Contractor of the actual number of units to be serviced within thirty (30) days following the date of this Agreement. Contractor is responsible for a physical route audit to support the City's efforts to maintain an accurate count.

9. Adjustments: The Service Fee will be increased annually every January lst beginning on March 1, 2016 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2). Said adjustment may not exceed 3% annually.The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which Contractor has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

10. Independent Contractor. Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

11. Representations of Contractor: Contractor currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. Contractor will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

12. Point of contact: All dealings, contacts, etc. between Contractor and City shall be directed by Contractor to the City Manager or his designee. City will direct all interaction related to this Agreement to the Contractor's General Manager or his designee.

13. Local Presence: Contractor will provide a local and/or toll free telephone number to its office for the use of the City to communicate with Contractor if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

14. Notification of City: Contractor will notify City about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

15. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

16. Indemnification: Contractor agrees to indemnify and hold City harmless from and against any and all claims, liabilities, demands and causes of action arising out of City's negligence in performance of the Services or arising out of Contractor's failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will Contractor be required to indemnify City with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the City's negligence, willful misconduct or failure to comply with the provisions of this Agreement.

17. Force Majeure: Contractor shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of Contractor.

18. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that City may assign this Agreement to an affiliate of City without the prior approval of City.

19. Insurance: Contractor shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as

required by State laws as outlined below:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$ 100,000/$500,000
General Liability	
Bodily Injury Property Damage	$500,000 each occurrence $100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$3,000,000 each occurrence

Certificates of insurance shall be provided to City by Contractor

20. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to Contractor, to:

C&C Sanitation Inc.
2230 Greenville Road
LaGrange GA
Attn: General Manager
Telephone No: 706-885-9977

If to City, to:

City of West Point
730 First Avenue
West Point, GA 30263
Attn: City Manager
Telephone No: 706-645-3500

21. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

22. Severability. If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion

or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

23. No Waiver. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

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

[The next page is the signature page.]

DRAFT

IN WITNESS WHEREOF, the City of West Point and C&C Sanitation Inc., have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

City of West Point	C&C Sanitation Inc.
_____	_____
Mayor	General Manager
_____	_____
Witness	Witness

Exhibit A

Residential Curbside Solid Waste Collection - The charge for once per week curbside garbage, and biweekly recycling to each customer shall be $15.00 per month per unit. Contractor will provide one 95 (ninety-five) gallon cart for MSW and one 95 (ninety-five) gallon bin for recycling to each address using the Services. All fees associated with the delivery and removal of carts is included in the monthly fee. City or residents may request additional carts. Additional carts will be billed by the number of carts requested multiplied by the monthly rate as more particularly shown on Appendix A-i attached hereto and by reference made a part thereof.

DRAFT

Base Service Fees

C&C Sanitation Base Service Fees

SERVICE	MONTHLY RATE
MSW .95 Gallon Cart	11.00
Recycling .Bin or Cart	$4.00
Sub-Total	**$15.00**

C&C Sanitation Optional Service Fees

SERVICE	MONTHLY RATE
MSW .95 Gallon (2nd Cart)	$10.00
MSW&Recycle .95 Gallon (Backdoor)	$25.00
MSW .95 (2nd Cart/Backdoor)	$10.00
Recycle 95 Gallon (2nd Cart)	$4.00

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

April 23, 2014

SUMMARY REVIEW

ON-PREMISES CONSUMPTION

LIQUOR, MALT BEVERAGE & WINE LICENSE APPLICATIONS

APPLICANT: **Michael Brandon Bartlett (Owner)**

ADDRESS: 102 Eichelberger Dr., LaGrange, GA 30241

LOCATION: 722 3rd Avenue, Pizza Villa

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: Mr. Michael Brandon Bartlett is owner 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

April 23, 2014

Classified Ads Section
Valley Times-News
Lanett, AL

Dear Sir or Madam:

Please run the following small box ad Tuesday, April 29, and again on Tuesday, May 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 Michael Brandon Bartlett,(Owner) is applying to the City of West Point for on-premises consumption malt beverage and wine licenses for Barry & Donna's Pizza Villa dba Pizza Villa at 722 3rd Avenue. Said application will be heard at the next meeting of the Mayor and Council on Monday, May 12, 2014 at 6:00 p.m. in the Council's Chamber located at 730 1st 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

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

May 1, 2014

SUMMARY REVIEW

OFF-PREMISES CONSUMPTION

MALT BEVERAGE & WINE LICENSE APPLICATIONS

APPLICANT: **Ashaben Kirtikumar Patel**

ADDRESS: 106 Hudson Bridge Court, Stockbridge, GA 30281

LOCATION: 607 4th Avenue, **West Point Cornor Store LLC**

Application Review

1. City Applications complete.

2. Financial Statement complete.

3. Sworn statement of qualifications submitted.

4. Malt Beverage & Wine Applications submitted, complete.

5. Notarized consent for criminal history check submitted.
   No criminal history on applicant.

6. Fire, building inspection satisfactory.

7. Advertisement published in Valley Times-News twice prior to meeting.

9. Copy of state malt beverage & wine applications submitted.

Remarks: Mrs. Samirkumar Patel currently owns the business and is requesting all licenses be converted into her name. All application forms have been submitted.

Richard McCoy
City Clerk

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

May 1, 2014

Classified Ads Section
Valley Times-News
Lanett, AL

Dear Sir or Madam:

Please run the following small box ad Friday, May 2nd, and again on Friday, May 9th. 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 Ashaben Kirtikumar Patel, is applying to the City of West Point for Off-premises malt beverage and wine licenses for West Point Cornor Store at 607 4th Avenue. Said application will be heard at the next meeting of the Mayor and Council on Monday, May 12th 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, City Clerk

WEST POINT GEORGIA
Welcome Home

April 23, 2014

Agenda Item: 804 3rd Avenue - Church

Request: Linda Tibbs with LTM Movement Ministries has met with staff and is requesting permission from the Council to establish a Church at 804 3rd Avenue.

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

April 14, 2014

To: Mayor and City Council of West Point, Georgia

From: Minister Linda Tibbs and Evangelist Pat Beatty of LTM Movement Ministries

RE: Permission to operate a Ministry/Church at 804 3rd Avenue, West Point, GA 31833

We are asking permission to teach music and voice lessons at LTM Movement Ministries for now and eventually have church activities and worship services at a later date, on Sunday and Thursday Evenings.

A mission statement and a resume of the Executive Director follows this letter.

Mission Statement

Our vision is to educate and teach music and dance to start a basic interest in the students to offer them more of a choice in a career move when they grow up.

Music and dance also offer an intellectual approach to another area of life that only inner city kids get exposed to. It will equal to rural theatre of performing arts.

We will teach piano, drums, keyboard and saxophone during the daily hours and evening hours. Students are by appointment only. Parking will not cause a problem. Eventually we will develop in a full ministry with Sunday A.M. Services at 11:00 a.m. and 6:00 p.m. and Bible study on Thursday evening at 7:00 p.m. Again, parking will not be a problem because everything is closed on Sunday.

We are a Christian school of music and ministry to provide students in their impressionable years with a safe and caring environment conducive to and excelling in learning. A place where God is sovereign and Jesus is Lord! To also make every effort to seek the lost and downtrodden, enhance lives with agape love and spread the word of God.

LTM Movement Ministries

804 3rd Avenue

West Point, GA 31833

Resume' of Key Person – "Executive Director"

Linda B. Tibbs

8/3/1967

Born in Boston, MA. Grew up in Valley, AL and educated in Valley, AL School System

College – Kerr Business College, LaGrange, GA

Occupation – Accomplished Pianist, Singer, Teacher

5/71 – 6/79 – Keyboard Player for Evergreen MBC, Pastor David Benton, Valley, AL

6/79 – 2/98 Minister of Music for New Zion BC, Rev. Lucious Lent & Rev. Jackie Banks

2/98 – 7/04 Minister of Music for Zion Rest BC, Rev. Charles Jackson

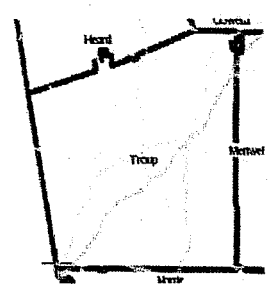
7/04 – 5/12 Minister of Music for Bethel # 2 BC, Rev. Billy Drakes, Opelika, AL

6/12 – Present Minister of Music for Pleasantview MBC, Rev. Willie Davis, Lochapoka, AL

I am an anointed musician with a gift from God and have dedicated my entire life to serving God and my community. I still have the desire and opportunity to serve my community and develop children to take my place in life. To teach the value of a gift that is given to you by God and utilize it in its fullest to glorify God in Song and Dance – Because our first impressions are our lasting ones.

Church Site

Troup County Assessor			
Parcel: 0943W008009 Acres: 0.18			
Name:	IT LLC	Land Value	$19,350.00
Site:	800 3RD AVE	Building Value	$186,780.00
Sale:	$190,000 on 11-2013 Reason=FM Qual=Q	Misc Value	$0.00
Mail:	P O BOX 248 WEST POINT, GA 31833	Total Value:	$206,130.00



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

Date printed: 04/23/14 : 13:52:37

WEST POINT GEORGIA
Welcome Home

April 23, 2014

Agenda Item: *Residential Recreation Facilities Requirements* – Amend Section 4.11 in the Zoning Ordinance

Purpose: The amendment to Section 4.11 in the Zoning Ordinance is needed to establish guidelines for the timing of the installation of recreational amenities associated with developments.

Background: At the April Planning Board meeting, staff explained the need for this amendment. Section 4 of the Zoning Ordinance is titled *General Residential District Regulations*. Within this section, Recreation Facilities are addressed in Section 4.11. The issue staff wants to address is the lack of a timeline for developers to install Recreation Facilities. This has been an issue in the City of West Point and staff believes the proposed language will alleviate the problem of amenities never being installed (or installed way too late). Staff proposes adding a Section 4.11(c) to the Zoning Ordinance. The Planning Board approved the amendment with a unanimous vote at their April 7, 2014 meeting.

14-___

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WEST POINT, GEORGIA, TO AMEND THE CODE OF THE CITY; TO AMEND THE ZONING ORDINANCE OF THE CITY IN ORDER TO INSTITUTE A STAGING OR CONSTRUCTION TIMETABLE FOR DEVELOPER PERFORMANCE OF RECREATIONAL AMENITIES; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1:

That the Zoning Ordinance of the City of West Point be amended by inserting within subsection 11. of Section 4 a new subparagraph (c), with the new section 4. 11.(c) to read as follows:

> "(c) A staging or construction timetable specifying the construction of all recreational areas, facilities and amenities shall be included on the concept plan and/or accompanying documents for the proposed residential development. The staging or construction timetable may be related to the number of residential units under construction or complete, or population levels, or other appropriate standard. The adherence to the performance of such timetable may, at the discretion of the city council, be secured by the withholding and suspension of all permits for any project lying within the approved residential development. Amendments of the timetable may be made upon approval of the planning board."

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

READAND ADOPTED _____

_____
A. Drew Ferguson, IV, Mayor

ATTEST:

_____
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

MARSEILLES CEMETERY
Second Addition
WARRANTY DEED

FROM

CITY OF WEST POINT

-TO-

.....

t..... Section.....

Recorded in Office of Clerk of City of West Point

ook..... Folio.....

.....

....., Clerk

---

eorgia, ...County

Clerk's Office, Superior Court

ft for Record ..... 20 ...

ecorded in Book..... Folio.....

..... 20 ...

....., Clerk.

MARSEILLES CEMETERY
Second Addition
RULES AND REGULATIONS

(1) The sale of all lots shall be made for cash and at the prices shown on plat.

(2) Deeds will be executed upon the payment of the purchase price hereinbefore provided.

(3) Owners of lots shall not be permitted to sell or transfer lots without the approval of the Mayor and Aldermen of the City of West Point. Owners shall provide the city a copy of any changes of ownership on said lots.

(4) No enclosure of lots shall be permitted and all markers and corner stones shall be of flat design, of enduring bronze and set FLUSH with the ground.

(5) No urn, planters, etc. permitted except as an integral part of the marker.

(6) Maximum size of marker, including base shall not be more then 36" x 22" for a single lot and 50" x 22" for a double lot.

(7) No vaults of any kind shall be built or set in grave so that the highest point shall be less than ten inches below the surface of the ground.

(8) It shall be the duty of the City Sexton to Superintend the opening and closing of all graves. The charge for this service shall be set by the Mayor and Aldermen of the City of West Point.
Council

(9) No advertisement, sign, erection of fences, trellises, planting of trees or hedges, or solicitation of work by gardners or others within the cemetery shall be permitted.

(10) All present and future ordinances, rules and regulations for the governing of said cemetery shall be promptly complied with.

Deed to Lot
Second Addition to Marseilles Cemetery.
City of West Point, Troup County, Georgia

THIS INDENTURE, Made this ..... day of ..... in the year of our Lord Two Thousand and ..... (20....) between the City of West Point, Troup County, Georgia, of the first part, and ..... of the second part.

WITNESSETH, That the party of the first part, for and in consideration of the sum of ..... Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents doth grant, bargain and sell unto the said party of the second part, ... heirs and assigns, the exclusive right of INTERMENT in and to a certain BURIAL PLACE in THE SECOND ADDITION TO MARSEILLES CEMETERY, in said City which is known and distinguished in the plan of said cemetery as

the number and description of said lot being made with reference to the surveys and plats made by ....., Engineer, in 20 ..., which have been approved and adopted by the Mayor and Board of Aldermen of the City of West Point, Georgia, and by which the parties to this conveyance acknowledge themselves bound; to have and to hold said exclusive privileges to the said party of the second part and ..... heirs forever, subject to all the requirements of any Ordinances of the Mayor and Board of Aldermen of the City of West Point, Georgia, now in force or hereafter ordained, regulating said cemetery. And the said party of the first part, for itself and its successors, the said exclusive privilege unto the said party of the second part against party of the first part and its successors, and against all and every person and persons whomsoever, will warrant and forever defend.

IN TESTIMONY WHEREOF, The said party of the first part hath hereunto signed its corporate name and affixed its corporate seal, the day and year first above written.

CITY OF WEST POINT,

By ..... Mayor

Signed, sealed and delivered in the presence of:

.....

.....

Attest:

..... City Clerk.

AGREEMENT FOR WATER AND WASTEWATER TREATMENT SERVICES

BETWEEN

THE CITY OF WEST POINT, GEORGIA

AND

THE CITY OF LAGRANGE, GEORGIA

MARCH ____, 2014

AGREEMENT FOR WATER AND WASTEWATER TREATMENT AND DISPOSAL SERVICES

THIS AGREEMENT is made and entered into and executed in duplicate originals this the _____ day of _____, 2014, by and between the **CITY OF WEST POINT, GEORGIA**, a municipal corporation of Troup and Harris Counties (hereinafter "West Point") and the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereinafter "LaGrange");

WITNESSETH:

WHEREAS, LaGrange is undertaking an annexation of approximately 312.192 acres north of Sandtown Road and west of Interstate 85 (hereafter the "Property") which property is more particularly described on that reduced plat of survey attached hereto as Exhibit "A" and incorporated herein by this reference;

WHEREAS, although LaGrange will provide sewer services to any future development within the Property, West Point will facilitate such service by providing wholesale sewer services to LaGrange for such development;

WHEREAS, West Point will also provide wholesale water services to LaGrange, at its election, for future development within the Property;

WHEREAS, the parties desire to set forth in writing the terms and conditions under which such services will be provided by West Point to LaGrange;

WHEREAS, both West Point and LaGrange are authorized to deliver the services described herein and make this agreement pursuant to and in accordance with their respective charters, the general laws of the State of Georgia and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, and in exchange for the mutual covenants and conditions herein contained, IT IS HEREBY AGREED AS FOLLOWS:

Article 1

LEGAL AUTHORITY

1.1 This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the

1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

1.2 For the term of this Agreement, the parties further covenant and agree to cooperate fully with one another in the joint undertakings required to further the spirit and intent of the contract hereby made including defending the validity and enforceability of this contract in any proceeding, including future revenue bond validations, in which it may be brought into issue.

1.3 By entering into this contract, the parties agree that West Point acquires no property rights or ownership in any assets or facilities of the LaGrange water or wastewater system, nor shall LaGrange acquire any property rights or ownership in any assets or facilities of the West Point water or wastewater system.

1.4 For purposes of interpretation, all terms used in this contract shall have their common and usual meaning or significance, unless such term is specifically defined herein or is a term of art within the field of professional engineering, in which event it shall have such technical meaning as may be assigned thereto.

Article 2

AGREEMENT TO CONVEY AND TREAT WASTEWATER

2.1 LaGrange shall construct (or require the developer to construct) those facilities necessary in order to collect and convey raw wastewater from the Property to the facilities of West Point, and West Point shall treat and dispose of such wastewater as is subject to the terms of this Agreement. More specifically, LaGrange will be responsible for the construction of those facilities which are required to appropriately convey raw wastewater from the Property to the (West Point sewer manhole located near the corner of Kia Boulevard and Kia Parkway). LaGrange (or a future developer) shall be responsible for all costs associated with the construction of said infrastructure as well as any required extension of the West Point system required for interconnection.

2.2 Beginning at the point of interconnection, West Point shall be responsible for conveyance and treatment of wastewater flows received from LaGrange, and shall be responsible for compliance with all applicable wastewater treatment and collection permits, as well as federal, state, and local regulations applicable to treatment and disposal of wastewater at the West Point wastewater treatment plant (WPWTP).

2.3 LaGrange will operate its wastewater collection system in compliance with all federal, state and local laws, rules, regulations and permits applicable thereto. LaGrange shall take all reasonable precautions necessary to prevent unacceptable discharges into its sewer system by enforcing the wastewater standards within the Code of Ordinances of the City of West Point and shall also comply with the laws of the State of Georgia and the regulations of the United States Environmental Protection Agency as to wastewater collection.

Article 3

RATE AND PAYMENT

3.1 Rate. LaGrange shall pay West Point, as the initial ~~rate~~rates for wastewater treatment and disposal services~~, $_____ per thousand gallons, with the number of gallons treated assumed to be equal to the number of gallons of water used by all users~~ for each user on the Property which ~~are~~ is connected to the LaGrange sewer collection system pursuant to this Agreement~~. This~~ according to the following schedule by class of user:

	Residential User	Commercial User	Industrial User
Base Rate	$9.07	$18.14	$106.64
CCF Charge	$3.59	$3.59	$4.30

These initial ~~rate is~~ rates are subject to future adjustment by West Point in the exercise of its discretion, provided West Point shall give LaGrange thirty (30) days advanced notice of any rate increase and that any such rate modification shall be no more than the ~~percentage rate change to all~~ corresponding rate modification to City of West Point sewer customers.~~ In the event West Point establishes more than one rate structure for wastewater services, such modification shall be no more than the weighted average percentage rate chang~~

3.2 Invoices. LaGrange will calculate amounts due West Point for wastewater services based upon its reading of individual water meters for all customers located on the Property. LaGrange shall provide to West Point, on a monthly basis and within ——thirty (30) days from said water meter reading, payment for wastewater services as well as a report disclosing usage for each customer for the period indicated. Payments received after the due date shall bear a penalty of 1.5 percent of the balance due each month.

Article 4

LIABILITY

4.1 All liability and/or cost associated with sewer spills or overflows occurring on the wastewater collection and conveyance system of LaGrange shall be the responsibility of LaGrange. LaGrange agrees to indemnify and hold harmless West Point for any costs or liabilities resulting from such occurrence assuming such was not caused by the operation by West Point of its wastewater facilities.

4.2 All liability and/or cost associated with sewer spills or overflows occurring on the wastewater collection and conveyance system of West Point shall be the responsibility of West Point. West Point agrees to indemnify and hold harmless LaGrange for any costs or liabilities resulting from such occurrence assuming such was not caused by the operation of LaGrange of its wastewater facilities.

4.3 Each party shall indemnify and hold the other party, its officers, directors, affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, losses, liabilities, costs, expenses (including reasonable fees and expenses of attorneys) and damages of any nature whatsoever to the extent caused by the negligence or misconduct of the indemnifying party or the indemnifying party's own officers, directors, affiliates, agents, employees, contractors or subcontractors that arise out of or are in any manner connected with the performance of this contract.

Article 5

WATER SALES

5.1 West Point shall sell to LaGrange, at the delivery point hereinafter specified, potable water, treated to and in accordance with the required standards for drinking water quality as currently established and as from time to time revised by the Environmental Protection Division of the Georgia Department of Natural Resources (EPD).

5.2 The delivery point for the water to be delivered by West Point to LaGrange pursuant to the provisions hereof shall be at such location as is chosen by West Point at the point of interconnection between the two systems. At said delivery point, LaGrange (or the developer) will provide and install ~~a~~ an OCTAVE brand meter of sufficient size and design to accurately measure and meter (in CCF) water usage within the parameters set forth of this Agreement, such meter to be purchased and installed by LaGrange (or developer) but approved by West Point. Upon installation, said meter shall become the property of West Point. West Point shall, at all times during the term of this contract, maintain said meter in good operating condition.

5.3 Rate. LaGrange shall pay West Point, as the initial rate for water services, ~~$_____~~a base charge of $400.00 per ~~thousand gallons. This initial rate is subject to future adjustment by West Point in the exercise of its discretion, provided West Point shall give LaGrange thirty (30) days advanced notice of any rate increase and that any such rate modification shall be no more than the percentage rate change to all City of West Point water customers~~month in addition to $2.042 per CCF. This initial rate is equal to the rate LaGrange currently charges West Point for water services via Agreement dated March 12, 2007. It is the intent of West Point and LaGrange that the rate each charges the other for water services shall remain identical, with either party giving the other thirty (30) days advance written notice of any rate increase.

5.4 It is understood and agreed by the parties that it is the obligation of West Point to maintain the water lines from the West Point water system to the delivery point and the obligation of LaGrange to maintain the water lines from the delivery point to and through the LaGrange water system.

5.5 As part of the consideration of this Agreement, LaGrange agrees that, prior to connecting with the West Point water system and for the duration of this contract, it will operate

its water system in accordance with and maintain such system in good standing under all applicable laws, rules and regulations and also in strict compliance with the conditions of its license and permit from the EPD for the operation and maintenance of a public water system. LaGrange shall promulgate and strictly enforce written regulations governing customer usage of water distributed in its system including but not limited to requirements, regulations and restrictions intended to prevent the back-flow or connection with any facility, device or system that may pollute, interfere with or impair the quality of water provided by the West Point system.

5.6 West Point shall at all times operate its treatment plant and distribution system in a reasonable and appropriate manner, consistent with its operating permits issued by EPD. It is understood and contemplated by the parties hereto that occasional failures of equipment, pressure loss, leaks, power failures and other *force majeure* causes and situations beyond West Point's control may render it impractical or impossible for West Point to maintain the water flow specified herein until the cause of interruption can be corrected or repaired. In the event of such failure or decrease in water flow, West Point will immediately undertake to remedy and correct, as expeditiously as possible, any such failure or decrease in water flow. LaGrange does hereby release West Point of and from any liability on account thereof and agrees to hold West Point harmless for any losses, damages, expenses, legal costs or attorneys fees incurred from any action or claim by one or more customers of the LaGrange water system relating to such interruption or decrease in water flow occasioned by *force majeure* or other reasons beyond the reasonable control of West Point.

5.7 Invoices for water services tendered by West Point to LaGrange shall be due and payable within ——thirty (30) days of receipt. Payments received after the due date shall bear a penalty of 1.5 percent of the balance due each month. Invoices tendered by West Point shall reflect the number of gallons purchased by LaGrange during the billing period covered by the invoice.

Article 6

TERM

6.1 This Agreement shall commence and be effective upon the date of its execution, and shall continue for an initial term of ten (10) years (hereafter "Initial Term").

6.2 At the end of the Initial Term, this Agreement shall be automatically renewed for an additional ten (10) year term unless cancelled in writing two (2) years or more prior to the expiration of the Initial Term.

6.3 Should West Point determine that further extension of water or wastewater services pursuant to this Agreement will cause a capacity issue for its systems, it may notify LaGrange, in writing, at which time no additional water or wastewater customers may be allowed to develop on the Property absent agreement of both parties.

6.4 At any time during the initial term or any renewal term of this Agreement, LaGrange may make alternative provisions for water or wastewater services to the Property, and in such even LaGrange shall be responsible for terminating the interconnections for water and wastewater as described herein.

Article 7

MISCELLANEOUS CONSIDERATIONS

7.1 Neither party will transfer or assign its interest in this Agreement to any third party without the prior written consent of the other party.

7.2 This Agreement constitutes the entire agreement between West Point and LaGrange for wastewater treatment and disposal services and may not be varied by any oral agreements or understandings of the parties. No subsequent amendments, alterations or modifications of this contract shall be binding upon the parties unless in writing and executed by the parties.

7.3 This Agreement shall be executed in duplicate counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties have authorized this Agreement to be executed and attested by their undersigned officers, from and after the day and year first above written.

CITY OF WEST POINT, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF LAGRANGE, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
Deputy City Manager –
Administration and Finance

A RESOLUTION
OF THE CITY OF WEST POINT

APPROVING THE SUPPLEMENTAL CONTRACT FOR THE GAS PORTFOLIO IV PROJECT BETWEEN THE CITY OF WEST POINT ("MEMBER") AND THE MUNICIPAL GAS AUTHORITY OF GEORGIA AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE SUPPLEMENTAL CONTRACT FOR THE GAS PORTFOLIO IV PROJECT, AND FOR OTHER PURPOSES

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (*codified* at O.C.G.A. Sections 46-4-80 through 46-4-125)), as amended (the "Act"), creating the Municipal Gas Authority of Georgia (the "Gas Authority"), providing for its organization and purposes and authorizing it to contract with certain municipalities and other political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, the Member has heretofore entered into a certain Gas Supply Contract as heretofore extended for an additional ten years beyond the original termination date of December 2015 to December 31, 2025 pursuant to the First Amendment to Gas Supply Contract, and from December 31, 2025 to December 31, 2040 pursuant to the Second Amendment to Gas Supply Contract (as so extended, the "Gas Supply Contract"), with the Gas Authority providing for the Gas Authority's obligation to furnish the Member with its gas supply requirements and for the Member's obligation to pay for such gas supplies; and

WHEREAS, the Member has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the Member and the Gas Authority have caused to be prepared a certain Supplemental Contract (Gas Portfolio IV Project), dated as of November 1, 2014 (the "Supplemental Contracts");

NOW, THEREFORE, be it resolved by the governing body of the Member in meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

Section 1. The Member hereby finds and determines that it is in its best interest to contract with the Gas Authority pursuant to O.C.G.A. Section 46–4–99 and the terms of the Gas Supply Contract and the Supplemental Contracts and the Member hereby declares, in accordance with the Act, its intention to so contract with the Gas Authority for the purchase of its gas supply.

Section 2. The Member hereby approves and authorizes the execution and delivery of the Supplemental Contract in substantially the form of the drafts of the Supplemental Contract attached to this Resolution as Exhibit "A" and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor's discretion, with advice of counsel. The Supplemental Contract shall be executed by the Mayor attested by the Clerk, and shall have

the Member's seal affixed thereto, and shall be delivered to the Gas Authority, and when so executed and delivered, shall be binding upon the Member in accordance with its terms. Execution of the Supplemental Contract as authorized herein shall be conclusive evidence of the Member's approval thereof.

Section 3. In the adoption of this Resolution, the Member hereby recognizes that this action will be relied upon by other municipalities that own and operate gas distribution systems and that adopt similar resolutions in furtherance of the organization of the Gas Authority under the Act, and that the Member is also relying upon the adoption of such Resolutions by such other municipalities.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLVED this ___ day of _____, 2014.

CITY OF WEST POINT

By: _____
Mayor

[SEAL]

Attest:

_____
Clerk

Exhibit "A"

[Attach Supplemental Contract (Gas Portfolio IV)]

CERTIFICATION

I, the undersigned, Clerk of the City of West Point (the "Member"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution duly adopted by the governing body of the Member at a public meeting held on the ___ day of _____, 2014, duly called in compliance with the laws of the State of Georgia, at which a quorum was present and acting throughout, the original of which Resolution has been duly recorded in the Minute Book of the Member, which is in my custody and control, and that the Resolution has not been rescinded or modified and is now in full force and effect.

GIVEN under the seal of the Member this ____ day of _____, 2014.

_____
Clerk

[SEAL]

INTERGOVERNMENTAL AGREEMENT REGARDING WEST POINT VISITOR CENTER PARKING FACILITY

THIS AGREEMENT made and entered into this the ____ day of _____, 2014, by and between **DOWNTOWN WEST POINT DEVELOPMENT AUTHORITY**, hereinafter referred to as "Authority," and **CITY OF WEST POINT, GEORGIA**, hereinafter referred to as "City";

WITNESSETH: THAT,

WHEREAS, City owns and operates the West Point Visitors Center and Depot on Third Avenue in the City of West Point;

WHEREAS, the parking facility serving the Visitors Center and Depot, though operated and maintained by City, is owned by the West Point Visitors Center & Depot, Inc.;

WHEREAS, upon the terms and conditions as set forth herein, Authority is willing to purchase the real property associated with said parking facility for use by City;

WHEREAS, the parties are competent to enter this Agreement pursuant to the charter of the City of West Point, the general laws of the State of Georgia, the enabling legislation of Authority, and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, in exchange for the mutual covenants and conditions herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. Purchase of Property.

Authority shall purchase from West Point Visitors Center & Depot, Inc. the following real property (hereafter "Property"), to wit:

> All that tract and parcel of land situate and being located in Land Lot 59, 16th District, Troup County Georgia, and more particularly described as follows: To locate the POINT OF BEGINNING, commence at a nail found marking the intersection of the East right-of-way line of U.S. Highway 29/3rd Avenue and the South right-of-way line of West 7th Street/Warren Street; thence run South 19° 04' 53" West along the East right-of-way line of U.S. Highway 29/3rd Avenue for a distance of 366.111 feet to an iron pin which marks the POINT OF BEGINNING; from said POINT OF BEGINNING, thence, leaving the East right-of-way line of U.S. Highway 29/3rd Avenue, run South 71° 07' 25" East for a distance of 85.03 feet to an iron pin; thence run South 18° 53' 36" West for a distance of 181.37

feet to an iron pin; thence run South 27° 19' 31" West for a distance of 125.58 feet to an iron pin; thence run South 21° 54' 50" West for a distance of 235.69 feet to an iron pin; thence run North 70° 50' 56" West for a distance of 79.78 feet to an iron pin located on the East right-of-way line of U.S. Highway 29/3rd Avenue; thence run along the East right-of-way line of U.S. Highway 29/3rd Avenue North 18° 49' 50" East for a distance of 540.52 feet to the iron pin which marks the POINT OF BEGINNING.

The above-described property is the same property shown and identified as "AREA=1.218 ACRES" on that certain plat of survey entitled "Survey for Spectrum Store, Inc., Located in Land Lot 59, 16th District, Troup County, Georgia," dated October 20, 2005, prepared by Jackson Land Surveying Co.

The purchase price for the Property shall be equal to of the debt from West Point Visitors Center & Depot, Inc. to CharterBank, as referenced in that Security Deed dated June 9, 2010, recorded in Deed Book 1576, Page 454, Troup County Records.

2. Funding.

City shall pay, on behalf of Authority, all note payments due as a result of said assumption of the CharterBank debt, and shall also maintain the Property throughout the term of this Agreement. City shall also include the Property, and operations of said Property as a parking lot, in its general liability coverage throughout the term hereof.

3. Agent in Fact.

Authority furthermore hereby appoints City as its true and lawful attorney in fact for Authority to perform and fulfill all of its obligations with regard to the Property and assumption or payoff of the CharterBank note referenced herein. In furtherance thereof, City on behalf of Authority shall have the power to execute, sign, seal and deliver and enter into in the name, place and stead of Authority any and all documents relating to the Property.

4. Indemnification.

City shall indemnify and save Authority and its members harmless from any and all claims of any nature whatsoever, by and on behalf of any firm, person or corporation arising from and under the performance, implementation, conduct or other actions taken by City under this Agreement.

5. Conveyance of Property.

At the request of City during the term of this Agreement, or upon termination of the Agreement, Authority shall convey the Property to City in exchange for the obligations of City under this Agreement. In the event City does not request conveyance of the Property prior to the repayment of all debt associated with the CharterBank loan referenced herein, Authority shall at the time of such repayment convey the Property to City by quitclaim deed. During the term of this Agreement, and prior to any such conveyance, Authority shall take no action to convey, further encumber or otherwise dispose of the Property without written consent of City. Regardless of the timing of conveyance, City shall continue to pay on behalf of Authority the obligations referenced in Paragraph 2 until such indebtedness is fully extinguished.

6. Term.

The term of this Agreement shall commence upon the effective date hereof and shall terminate upon the latter of the following events:

(1) The repayment in full of the debt associated with the CharterBank assumption referenced hereinabove in Paragraph 1; and

(2) Conveyance of the Property from Authority to City.

7. Assignment.

This Agreement may not be transferred or assigned by either party without the prior written consent of the other party.

8. Entire Agreement.

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.

9. Amendments in Writing.

No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing but solely by an instrument in writing executed by the parties hereto.

10. Notices.

Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or three (3) days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to City and Authority, at the addresses shown below or at such other address as may be furnished by City or Authority in writing from time to time:

City: City of West Point
P.O. Box 487
West Point, Georgia 31833
ATTN: City Manager

Authority: Downtown West Point Development Authority
P.O. Box 574
West Point, Georgia 31833
ATTN: Chair

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

DOWNTOWN WEST POINT DEVELOPMENT AUTHORITY (*SEAL*)

BY: _____
Chairman

ATTEST: _____
Secretary

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

_____
Unofficial Witness

_____
Notary Public

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF WEST POINT, GEORGIA (*SEAL*)

BY: _____
Mayor

ATTEST: _____
City Clerk

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

_____
Unofficial Witness

_____
Notary Public

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FILE 2014-067

DONATION AGREEMENT

This Agreement made as of _____ ____, 2014 by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit corporation, d/b/a The Trust for Public Land (Inc.) ("Donor" or "TPL"), and the **CITY OF WEST POINT, GEORGIA**, a municipality of the State of Georgia ("Donee" or the "City").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

TPL:

THE TRUST FOR PUBLIC LAND
One Georgia Center
600 West Peachtree Street, NW
Suite 1840
Atlanta, Georgia 30308
Attention: Doug Hattaway
Telephone: 850/212-6859
Email: doug.hattaway@tpl.org

With a copy to:
Peter Fodor, Esq.
THE TRUST FOR PUBLIC LAND
306 Monroe Street
Tallahassee, Florida 32301
Telephone: 850-222-7911; ext. 29
Telecopier: 850-222-8909
Email: pete.fodor@tpl.org

CITY:

THE CITY OF WEST POINT
730 1st Avenue
West Point, GA 31833
Attention: Ed Moon
Telephone: 706-645-3522
Fax: 706-643-8150

With a copy to:
_____
_____
_____
_____
Telephone: _____
Fax: _____
Email: _____

B. Donor intends to be the fee simple owner of those certain tracts or parcels of real property lying and being in close proximity to the Chattahoochee River within Land Lots 285 and 316 of the 5th District, the City of West Point, Troup County, Georgia, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Subject Property") together with all improvements located thereon and all easements and all rights, tenements, hereditaments, members, privileges, licenses and appurtenances thereto, all utility reservations, strips and gores of land, rights-of-way, fixtures located thereon, all timber located thereon and timber rights, all mineral interests, all governmental licenses, permits and certificates applicable thereto, and all of Donor's right, title,

and interest in and to all public and private ways adjoining or serving the same, and all riparian rights and interests in water bodies and the beds of water bodies, on or adjacent to the described lands.

C. Donor is a conservation organization having among its purposes the acquisition on behalf of the public of open space, historic, scenic and recreational lands. Donor is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service. Donor is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. Donor is working on the Chattahoochee River Land Protection Program (the "Program"), and in the course of such work, has raised charitable donations to assist in land acquisition in furtherance of the objectives of the Program, which include conserving land to protect water quality, and providing recreational opportunities to the public.

D. The City, in furtherance of the Program, desires to acquire and conserve certain lands or interests in lands along or in the vicinity of the Chattahoochee River in Troup County, including that portion of the property labeled as Greenspace Property in Exhibit "A" (the "Greenspace Property". Donor desires to donate the Greenspace Property to the City for a public park, pursuant to the terms and conditions set forth in this Agreement.

E. The City, in furtherance of the Program, desires to acquire a conservation easement (the "Conservation Easement") over approximately 32 acres of property adjacent to the Greenspace Property as more particularly depicted in Exhibit "A" labeled as "Garland Portion" (the "Garland Portion").

F. It is the mutual intention of the parties hereto that the Greenspace Property be protected in perpetuity as "conservation land" as more specifically set forth in the form of deed attached hereto as Exhibit B, including use as a public park with passive recreational elements to improve the quality of life for City of West Point and Troup County residents, all consistent with the recommendations and guidelines set forth in the *Chattahoochee River Greenway Planning and Implementation Handbook,* published in March, 2001, a copy of which has previously been delivered by Donor to the City and which is hereby incorporated herein by reference.

G. Donor is not the owner of the Property which is the subject of this Donation Agreement. Donor's obligations to convey the Greenspace Property and the Conservation Easement over the Garland Portion are contingent on Donor acquiring fee simple interest in the Property. In the event Donor is unable to acquire the Property, than this Agreement shall terminate and the parties shall no further obligations hereunder.

THE PARTIES AGREE AS FOLLOWS:

1. **Donation of the Greenspace Property and Conservation Easement**. For and in consideration of the payment by Donee to Donor of Ten Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, the mutual covenants and promises contained in this Agreement, and in acknowledgment of Donor's material reliance on this Agreement and Donor's expenditure of significant funds and effort in connection herewith, Donor agrees to grant and convey to Donee, and Donee agrees to accept the donation by conveyance from Donor, of the Greenspace Property and the Conservation Easement on the terms and conditions set forth in this Agreement.

2. **Due Diligence Inspection**.

(a) **Due Diligence Documents**. As a condition to Donee's acceptance of the Greenspace Property and the Conservation Easement Donor will provide to the City: (i) a copy of Donor's title insurance policies, together with copies of documents evidencing the exceptions to coverage reflected in said policies; (ii) a copy of a Phase I Site Assessment; and (iv) a copy of a boundary survey of the Greenspace Property and Garland Portion, prepared for the City and Donor (the "Survey"). The plat of survey will show the boundaries and state the acreage of the Greenspace Property and Garland Portion, rounded to the nearest one-hundredth (1/100th) of an acre. The survey shall conclusively determine as between TPL and the City the exact acreage and legal description of the Greenspace Property to be included in the deed to be delivered by TPL to the City at the Closing, and the exact acreage and legal description of the Garland Portion to be included in the Conservation Easement, and, upon written approval by both TPL and the City, both descriptions shall automatically be expressly incorporated into this Agreement by reference. The documents and items referenced in this subsection 2(a) and delivered by Donor to the City with respect to the Greenspace Property and Garland Portion shall be collectively referred to herein as the "Due Diligence Documents".

(b) **City's Due Diligence Review**. As a condition to accepting the donation of the Greenspace Property and Conservation Easement, the City will (i) review and approve the Due Diligence Documents, and (ii) conduct any inspections or investigations of the Greenspace Property and Garland Portion that the City deems necessary, and find the results of such inspections to be satisfactory.

(c) Greenspace Property **Sale "As Is"**. TPL makes no representations to the City regarding the condition of the Greenspace Property. If the City does not terminate this Agreement pursuant to Section 2(b) above, the City agrees to accept the Greenspace Property "as is," in its then condition, subject to all reasonable use, wear and tear, and deterioration of any kind in, of, or to the Greenspace Property.

3. **Closing.** Closing for the Greenspace Property and Conservation Easement shall occur on or before July 23, 2014, at a time and place mutually agreeable to the parties (the

"Closing"). The parties agree that the Closing of the donation of the Greenspace Property and Conservation Easement may close by mail. TPL shall deliver to the City at the Closing a limited warranty deed to the Greenspace Property meeting the requirements as to title of Section 5 below, and substantially in the form attached hereto as Exhibit "B" and incorporated herein by reference, and a Deed of Conservation Easement substantially in the form attached hereto as Exhibit "C" and incorporated herein by reference. Possession of the Greenspace Property shall pass to the City and the Conservation Easement shall be conveyed to the City at the time of the Closing. The parties will execute and deliver to each other at Closing any and all other documents as are customarily exchanged at land conveyance and conservation easement closings, including, without limitation, a closing statement in form reasonably acceptable to both parties.

4. Title. TPL shall convey the Greenspace Property to the City subject to the "Permitted Title Exceptions" within the Limited Warranty Deed attached hereto as Exhibit "B". TPL shall furnish whatever standard documents or evidence will be required by any title insurance company issuing the City an owner's policy on the Greenspace Property in order to delete the standard exceptions set forth in an ALTA owner's title insurance policy on or before Closing. If TPL fails to satisfy all of the stated title objections by the date set for either Closing, the City may at its option:

a) waive the title objections and proceed to close; or

b) terminate this Agreement, and, except as expressly provided to the contrary herein, TPL and the City shall have no further rights, obligations or duties hereunder.

5. Closing Expenses and Prorations. TPL shall pay transfer or documentary taxes on the deed of conveyance to the City, if any. The City shall pay the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy, if such policy is obtained, and the recording fee for the deed of conveyance, if any. The City agrees, at closing, to reimburse TPL for the costs of the survey, appraisal, environmental due diligence and any title work undertaken by TPL. Such cost reimbursements shall not exceed the cumulative amount of Twenty-Five Thousand Dollars ($25,000).

Real property taxes and assessments ("Tax" or "Taxes") for the current year shall be prorated as of each respective Closing, treating the City as owner as of the date of Closing. TPL shall provide to the City the most recent real property tax bill(s). Taxes shall be prorated based on the current year's Tax, if known. If Closing occurs at a date when the current year's Taxes are not yet fixed, and the current year's assessment is available, Taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, Taxes will be prorated based on the prior year's Tax. However, any Tax proration based on an estimate shall be adjusted promptly, at the request of either party, upon receipt of the current year's tax bill, and a statement to that effect shall be included in the closing statement.

Other fees and charges shall be allocated in accordance with the laws of the State of Georgia and the customary practice of Troup County. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. TPL's Representations and Warranties. TPL represents and warrants to the City that:

a) TPL has the right, power and authority to enter into this Agreement;

b) by the Closing, TPL will own the Subject Property, in fee simple subject to the encumbrances set forth in TPL's owner's title policy.

c) TPL is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. TPL's Taxpayer Identification Number is 23-7222333.

7. City's Representations. The City hereby represents and warrants to TPL that it has full power and authority to enter into this Agreement and perform its duties and obligations hereunder, and the person signing this Agreement for the City has full power and authority to sign for the City and to bind it to this Agreement.

8. Access to the Subject Property. During the term hereof, the City to have access to the Subject Property at all reasonable hours, through its representatives, agents and employees, for the purpose of inspecting the Subject Property. The City agrees to be responsible for any damages to property or persons it may cause as a result of the City's or its agents' presence on the Subject Property for the purpose of making the inspections provided for herein. The City must notify TPL and obtain TPL's permission in writing no less than 5 days prior to the intent to enter the Subject Property.

9. Remedies Upon Default. In the event that the City defaults in the performance of any of its obligations under this Agreement, TPL shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against the City. If TPL fails to convey to the City, the City shall have the right of specific performance against TPL.

10. Notices. All notices, demands, requests or other communications permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand by the date called for under this Agreement, by nationally-recognized, overnight express delivery service or by fax with prompt telephone confirmation, to the addresses set forth in Recital A. Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, except fax notices shall be deemed effectively received when sent or, if sent after 5:00 p.m. eastern time, shall be deemed received at 9:00 a.m. eastern standard time on the first business day following actual receipt by the addressee. If any notice mailed is properly addressed or transmitted but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of sending.

11. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the Greenspace Property and Conservation Easement and other matters contained herein, and constitutes the sole and entire agreement and understanding between TPL and the City with respect to the transaction contemplated hereby. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of both parties.

12. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

13. Effective Date. As used herein, the terms "date of this Agreement", "date hereof", "effective date of this Agreement", or "Effective Date", shall mean the date on which a fully-executed copy of this Agreement is delivered by the last of the parties to execute this Agreement to the other party hereto.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Legible fax copies and photocopies of documents signed by either party are deemed to be equivalent to originals.

15. Parties Bound. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. Attorney's Fees. In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

17. Headings; Rules of Construction. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof. All references herein to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against either party because of authorship.

18. Assignability. The City may not assign its interests under this Agreement without the written consent of TPL, which may be withheld by TPL in its sole discretion.

19. Time of Essence. Time is of the essence of this Agreement.

20. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.

21. **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall be extended automatically to the next business day that is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days that are not on a Saturday, Sunday or legal holiday. Notwithstanding any other term of this Agreement, all dates for the performance of obligations of the parties shall be extended automatically for a reasonable time period if any event, including but not limited to, natural disasters, strikes, civil disorder, war, national or local days of mourning, cause the City courthouse and/or major public services to be closed or suspended in TPL's or the City's locale ("Disaster"). This Section 22 is to be liberally construed so as to save the transaction and to avoid defaults.

23. **Signage Recognizing TPL's Role.** Donee acknowledges and agrees that TPL, at no cost to Donee, may erect or cause to be erected on the Property a permanent sign memorializing the role played by TPL in preserving the Greenspace Property for park and recreational use. Such sign may be erected before or after the Closing, and if erected post-Closing, Donee expressly grants to TPL a license to enter upon the Property for purposes of constructing and erecting such sign. The style, contents and location of the sign shall be reasonably acceptable to Donee, it being acknowledged by the parties that the sign shall be located so as to maximize its visibility to the park-going public. Donee shall not remove or permit the removal of such sign, and shall maintain such sign in good order and repair at all times.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed under seal by its duly authorized signatory(ies) on the date set forth below.

[SIGNATURES ON FOLLOWING PAGE]

DONOR:

THE TRUST FOR PUBLIC LAND,
a California nonprofit corporation d/b/a
The Trust for Public Land, (Inc.)

By: _____
Name: Curt Soper
Title: Georgia/Alabama State Director

Date: , 2014

DONEE:

CITY OF WEST POINT,
a municipality of the State of Georgia

By: _____

Name: _____

Title: _____

Date: ____, 2014

Approved as to Form:

_____
City Attorney

EXHIBIT B

FORM OF LIMITED WARRANTY DEED

After recording return to:

_____

_____

_____

_____

STATE OF GEORGIA

COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the ____ day of _____, 2014, by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit, d/b/a The Trust for Public Land (Inc.)(hereinafter referred to as "Grantor"), and the **CITY OF WEST POINT, GEORGIA**, a political subdivision and city government organized under the laws of the State of Georgia (hereinafter referred to as "Grantee"). (The words "Grantor" and "Grantee" when used herein shall include their respective heirs, successors or assigns where the context so requires or permits.)

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto Grantee:

ALL THAT TRACT OR PARCEL OF LAND (the "Property") lying and being in Land Lots 285 and 316 of the 5th District of Troup County, Georgia, as more particularly described in Exhibit A, attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee, forever, IN FEE SIMPLE, subject to:

(a) the matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions"); and

(b) because (i) the conveyance of the Property is being made by GRANTOR to GRANTEE at a price substantially below what GRANTOR has paid for said Property, and further, is substantially below the appraised fair market value of said Property; and, also, consistent with GRANTOR'S charitable mission of conserving land for people, it is the GRANTOR's and

GRANTEE's mutual intent that the Property shall be perpetually protected for and dedicated to public park use, all for the benefit of, and to improve the quality of life of, residents of the City of West Point. GRANTOR desires to convey the Property to the City for such purpose, on the terms and conditions more particularly set forth herein;

ACCORDINGLY, the Property is hereby conveyed by GRANTOR to GRANTEE subject to the covenant and use restriction that it shall be used in perpetuity as park property ("Passive Park Property Restriction," as hereinbelow defined), which for purposes hereof, shall include, but shall not be limited to, the uses permitted of "permanently protected land" comprised of "conservation land" as provided by the terms of the Georgia Land Conservation Act, O.C.G.A. § 12-6A-1, et seq. ("Greenspace Property"). Further, as required by the Georgia Land Conservation Act and the rules and regulations promulgated thereunder, the Property shall be and hereby is perpetually restricted, as indicated herein, so as to maintain the conservation values of the Property in accordance with the goals for conservation land outlined in the Georgia Land Conservation Act (as amended), which include natural habitats, wetlands, forests, wildlife, scenic, cultural, historic, agricultural and ecological values which qualify the Property as a scenic, natural and/or rural area that has not been subject to significant development and/or as a significant natural area that provides a "relatively natural habitat for fish, wildlife, plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code. The GRANTEE shall seek to preserve any native plants, animals, or plant communities of the Property, including but not limited to species designated as protected by the Georgia Department of Natural Resources or the U.S. Fish and Wildlife Service. In addition to the restrictions imposed in the foregoing provisions of this paragraph, the "Passive Park Property Restriction" to which the Property is hereby subjected shall restrict the use of the Property solely to one or more of the following park uses, as appropriate given site conditions, the location of the Property, and other attributes considered in sound park planning practice: passive recreation, such as walking, hiking, bicycling on designated trails, picnicking, nature appreciation and education and the like, together with such associated auxiliary improvements, such as parking facilities and restrooms, as may be desirable to enhance the public's use and enjoyment of the Property as a passive park.. No other uses (e.g., dog parks, active recreation, such as ball fields, tennis courts, basketball courts, playgrounds, swimming pools (indoor or outdoor), gymnasiums and/or similar recreational facilities or improvements) or buildings (commercial, industrial, residential or municipal (e.g. fire stations, police stations, libraries or recreation centers)) shall be permitted on the Property. The foregoing Passive Park Property Restriction and covenant is imposed with the consent and acquiescence of the GRANTEE, and is imposed in favor of and for the benefit of the Property so held by the GRANTEE for the use of the public, and thus is intended to be and shall be perpetual in accordance with the provisions of O.C.G.A. § 44-5-60 (c). Since the foregoing Passive Property Restriction is for the benefit of the public, any member(s) of the general public who use and enjoy the Property from time to time shall have the right to take any action necessary at law or in equity to enforce the Passive Park Property Restriction contained herein.

By its acceptance of this Deed, the GRANTEE acknowledges and agrees that the Property shall at all times be used and developed as parkland consistent with the foregoing Passive Park Property Restriction, as well as the recommendations and guidelines set forth in the Chattahoochee River Greenway Planning and Implementation Handbook, published in March, 2001, a copy of which has previously been delivered by Grantor to Grantee and which is hereby incorporated herein

by reference.

AND THE SAID GRANTOR, subject to the Permitted Exceptions and the Passive Park Property Restriction, will warrant and forever defend the right and title to the above described property unto the said GRANTEE against the claims of all persons owning, holding or claiming by, through and under the GRANTOR.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Limited Warranty Deed to be signed and sealed, on the day and year first above written.

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

_____
Unofficial Witness

_____
Notary Public

[NOTARY SEAL]

My Commission expires:
_____

GRANTOR:

THE TRUST FOR PUBLIC LAND, a California nonprofit corporation, d/b/a The Trust for Public Land (Inc.)

_____
By: Curt Soper
Its: Georgia/Alabama State Director

_____
Attest: Lucy Banks
Its: Assistant Secretary

[CORPORATE SEAL]

EXHIBIT A

Legal Description

EXHIBIT B

Permitted Exceptions

[to be added upon completion of title examination]

EXHIBIT C

After recording return to:

_____

_____

_____

STATE OF GEORGIA

COUNTY OF TROUP

DEED OF CONSERVATION EASEMENT

THIS INDENTURE is made and entered into this _____day of _____, 2014, by and between **THE TRUST FOR PUBLIC LAND**, a Californianonprofit corporation, d/b/a The Trust for Public Land (Inc.), having an address at 600 West Peachtree Street, NW, Suite 1840, Atlanta, Georgia 30308 (hereinafter referred to as "Grantor"), and the **CITY OF WEST POINT, GEORGIA**, a political subdivision and city government organized under the laws of the State of Georgia (hereinafter referred to as "Grantee" having an office at 730 1st Avenue, West Point, Georgia 31833

W I T N E S S E T H :

WHEREAS, Grantor is the owner in fee simple of that certain real property (the "Property") located in Troup County, Georgia, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof this form contemplates that the "Property" is the real estate intended to be subjected to the Conservation Easement, which may be all or merely a portion of Grantor's property at the subject location; and

WHEREAS, the Property in its present state has not been subjected to development or other exploitation and possesses significant natural, scenic, aesthetic, watershed, wildlife, forest, recreational scientific, educational, and plant habitat and open-space features and ecological values (collectively, the "Open Space Values"); and

WHEREAS, the preservation of the Property in its present state will clearly enhance the Open Space Values; and

WHEREAS, the Open Space Values are documented in an inventory of relevant features of the Property, dated _____, 2014, more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof (collectively, the "Baseline Data"), which consists of United States Geological Survey maps, reports, maps, photographs, aerial photographs and other documentation which Grantor and Grantee agree will provide, collectively, an accurate representation of the condition of the Property as of the date hereof, and which is intended to serve as an objective informational baseline for monitoring compliance with the terms of the Indenture; and

WHEREAS, the Open Space Values are of great importance to Grantor, Grantee, the people of the State of Georgia and the general public, and are worthy of preservation and conservation; and

WHEREAS, Grantee is a political subdivision and city government organized under the laws of the State of Georgia, one of whose purposes is to preserve and conserve areas such as the Property in order to preserve the Open Space Values; and

WHEREAS, Grantee is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Grantee is a qualified "holder" within the meaning of O.C.G.A. § 44-10-2(2); and

WHEREAS, Grantor wishes to grant the Grantee a "third-party right of enforcement" within the meaning of O.C.G.A. § 44-10-2(3); and

WHEREAS, by the Indenture, Grantor and Grantee mutually intend that the Property be preserved in perpetuity substantially its existing state, thereby furthering the conservation and protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem" (as used in Section 170(h) of the Code), and the preservation of open space for the scenic enjoyment of the general public benefit; and

WHEREAS, Grantor also wishes to preserve the Open Space Values by providing for the continuation of only those uses on the Property that have proven historically compatible with the Open Space Values; and

WHEREAS, Grantor, as owner of the Property, wishes to convey to Grantee a non-possessory interest in the Property to preserve and protect the Open Space Values of the Property in perpetuity, and Grantee wishes to accept such conveyance from Grantor, in order to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Open Space Values of the Property for the benefit of this generation and generations to come, but only upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) in hand paid at or before the sealing of these presents, the mutual intentions expressed in the foregoing recitals, the mutual covenants, terms, conditions and restrictions herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and pursuant to Official Code of Georgia Annotated §§ 44-10-1 et seq., which expressly authorizes the conveyance herein contained, Grantor has freely and voluntarily granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does freely and voluntarily grant, bargain sell, alien, convey and confirm, unto Grantee and its successors and assigns, a perpetual, irrevocable, and non-exclusive conservation easement (the "Conservation Easement") over, across and through the Property for the purposes hereinafter set forth. Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Easement, and the recordation of this Indenture shall constitute a "recordation of the acceptance" by Grantee within the meaning of O.C.G.A. § 44-10-3(b). Upon the recordation hereof, Grantee shall be entitled to

enforce the Conservation Easement pursuant to O.C.G.A. § 44-10-4.

1. General Purposes. It is the general purpose of the Conservation Easement to assure that the Property will be retained forever in its substantially present natural, scenic, open and undisturbed condition and to prevent any use of the Property that will significantly impair or interfere with the Open Space Values of the Property, as generally defined in the Baseline Data.

2. Rights of Grantee. To accomplish the purpose of the Conservation Easement, the following rights are conveyed to Grantee by this Indenture:

A. To preserve and protect the Open Space Values of the Property.

B. To enter upon the Property at reasonable times and upon reasonable prior notice in order to monitor Grantor's compliance with and otherwise enforce the terms of the Conservation Easement, provided that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

C. To prevent any activity on, or use of, the Property that is materially inconsistent with the purposes of the Conservation Easement, and to require the restoration of such areas or features of the Property as may be damaged by any such inconsistent activity or use.

3. Prohibited Uses. Any activity on,or use of, the Property materially inconsistent with the purpose of the Conservation Easement is prohibited. The Property shall be maintained in its natural and wild state and restricted from any development with buildings or otherwise, or any use other than as natural fields and forest lands and as a sanctuary for wildlife and wild plants. It is mutually agreed and understood, however, that the Conservation Easement permits Grantor and its successors-in-interest to use the Property for all purposes, present and future, not inconsistent with the Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The change, disturbance, alteration or impairment of the natural, scenic, agricultural and aesthetic features of the Property, except as expressly provided herein.

B. Any residential, commercial or industrial use of, or activity on, the Property.

C. The construction or maintenance on the Property of any buildings, structures or other improvements, other than requisite fencing and as otherwise expressly permitted herein.

D. The exploration for, or the extraction of, oil, gas or other minerals, hydrocarbons, soils or other materials on or below the surface of the Property.

E. The dumping or other disposal of trash, garbage or other refuse of any nature whatsoever on the Property.

F. Any use or activity that causes or presents a substantial risk of causing soil erosion including, but not limited to activities such as excavation, landfilling, dredging, or mining.

G. The cutting of merchantable timber, except as necessary to maximize wildlife production, to control or prevent imminent hazard , disease or fire, or except the appropriate thinning of such timber as is consistent with sound forestry management practices, based upon a forestry management plan prepared by a certified forester and submitted to Grantee for approval at least thirty (30) days prior to the initiation of any cutting or thinning, which approval shall not be unreasonably withheld or delayed.

H. The construction, maintenance, or erection of any sign or billboards on the Property, except for the posting of no-hunting and no-trespassing signs.

I. The construction or extension of utility systems except that such systems may be constructed at reasonable locations so long as they are underground and where no reasonable alternative location is available.

4. Reserved Rights. Grantor reserves to itself and its personal representatives, heirs, executors, administrators, successors and assigns the rights of entry and use and all other rights accruing from its and their ownership of the Property not inconsistent with the purposes of the Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. The right to take action necessary to prevent erosion on the Property or to protect public health or safety.

B. The right to lease or to give, sell, assign or otherwise transfer the Property or any portion thereof by operation of law or by deed, in each case subject and subordinate to this Indenture.

C. The right to remove exotic organisms and install native plants including, but not limited to, blueberries, Crepe Myrtle, Magnolias. Such plantings are not to replace the natural, native plants and trees in place now, but intended to enhance the Open Space Values.

D. Except as expressly provided herein, Grantor retains exclusive access to and use of the Property.

E. Except as limited in this Indenture, Grantor reserves all rights as fee owner of the Property, including, without limitation, the right to use the Property for all purposes not inconsistent herewith; provided, however, that Grantor shall notify Grantee in writing, and Grantee shall have the right of consent, in each case as more particularly provided in Paragraph 6 below, prior to the exercise of any reserved right hereunder if the exercise thereof may reasonably be expected to have an adverse impact on the conservation purposes of this Indenture; and provided further, that Grantor hereby acknowledges that, pursuant to O.C.G.A. § 44-10-4(b), Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Property.

5. Grantee's Remedies. If grantee determines that Grantor is in violation of the terms of this Indenture or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and, when the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Indenture, to restore the portion of the Property injured. If Grantor fails to cure such violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period, or fails to continue diligently such cure thereafter until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Indenture, including, without limitation, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Open Space Values of the Property, Grantee may pursue its remedies under this Paragraph 5 upon written notice to Grantor, but without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Indenture, and Grantor agrees that Grantee shall be entitled to the injunctive relief described above in Paragraph 5, both prohibitive and mandatory, in addition to the other remedies provided for herein, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all other remedies now or hereafter existing at law or in equity, subject always, however, to any obligation upon Grantee to give notice or an opportunity to cure, or both, pursuant hereto.

5.1 Grantee's Discretion. Enforcement of the terms of this Indenture shall be at the discretion of Grantee, and any forbearance by Grantee in the exercise of its rights under this Indenture in the event of any breach of any term hereof by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of nay subsequent breach of the same or any other term of this Indenture or of any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5.2 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

5.3 Acts Beyond Grantor's Control. Nothing contained in this Indenture shall be construed to entitle Grantee to bring any action against Grantor or to suggest that Grantor would have any liability for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire flood, storm, earth movement, other acts of God, natural or man-made disasters, unauthorized acts o third parties or other damage beyond Grantor's control, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking any activity of the nature contemplated by the proviso contained in Paragraph 4.E. above is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in the manner consistent with the

purposes of this Indenture. Whenever such notice is required, Grantor shall notify Grantee, in writing, not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Indenture.

6.1 Grantee's Approval. Grantee shall grant or withhold its approval, in writing, within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon reasonable determination by Grantee that the action, as proposed, would be inconsistent with the purposes of this Indenture.

6.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purposes of this Indenture, and Grantor agrees not to proceed with the use or the activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made, in writing, upon the other. Within thirty (30) days of the receipt of such a request by the receiving party, the parties shall endeavor to select a single arbitrator to hear the matter.

If the parties are unable to agree on the selection of a single arbitrator within such thirty-(30) day period for any reason whatsoever, then each party shall, within five (5) days thereafter, name one (1) arbitrator, and the two (2) arbitrators thus selected shall select a third arbitrator within ten (10) days after the date of the appointment of the second arbitrator; provided, however, that if either party fails to select an arbitrator, or if the two (2) arbitrators selected by the parties fail to select the third arbitrator within ten (10) days after the appointment of the second arbitrator, then, in each such instance, either party may apply to the Superior Court in and for Troup County, Georgia for the appointment of the second or third arbitrator, or both, as the case may be.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Property, including, without limitation, the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

7.1 Hold Harmless. Grantor agrees to indemnify and hold harmless Grantee and its officers, directors, employees and agents against all claims for damage or destruction of property or death or injury to persons arising from the negligent acts of Grantor and its employees and agents and shall insofar as is possible, after a good-faith effort by Grantor, name Grantee as an additional insured on Grantor's liability policy.

7.2 Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Indenture, and shall furnish Grantee with satisfactory evidence of payment upon request; provided, however, that to the extent that the granting of the Conservation Easement shall entitle Grantor to a revaluation or other tax relief as contemplated by O.C.G.A. § 44-10-8, Grantee agrees to cooperate fully and promptly with Grantor in securing the benefits of the same;

provided, further, that Grantor shall have no liability for the payment of taxes, if any, levied upon or assessed against the Conservation Easement.

8. Extinguishment. If circumstances arise in the future such as to render the purpose of this Indenture impossible to accomplish, the Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction pursuant to O.C.G.A. § 44-10-4(c). The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Property (including, without limitation, that pursuant to paragraph 8.2 below), contemporaneously with or subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by applicable law at the time, in accordance with Paragraph 8.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Indenture.

8.1 Condemnation. If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain (it being understood that any such exercise with respect to the Conservation Easement shall be with the express written consent of both Grantor and Grantee, in derogation of O.C.G.A. § 44-10-3(a)), Grantee shall be entitled to compensation in accordance with applicable law, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages.

9. Assignment. The Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Indenture only to an organization that is a "qualified organization" at the time of transfer under Section 170(h) of the Code or a Federal, state or local governmental agency or other entity, and the applicable regulations promulgated thereunder, and also authorized to acquire, hold and enforce conservation easements under O.C.G.A. §§ 44-10-2, 44-10-3 and 44-10-4. As a condition precedent to any such transfer, Grantee and its successors and assigns shall require a specific written assumption of and agreement to be bound by this Indenture from each transferee hereunder, which assumption shall state that the purposes that the Conservation Easement is intended to advance shall continue to be carried out by such transferee. A copy of each such assumption shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors or assigns of Grantor.

10. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph 10):

TO GRANTOR:
THE TRUST FOR PUBLIC LAND
One Georgia Center
600 West Peachtree Street, NW
Suite 1840
Atlanta, Georgia 30308

Attention: Doug Hattaway

Telephone: 850/212-6859
Email: doug.hattaway@tpl.org

With a copy to:
Peter Fodor, Esq.
THE TRUST FOR PUBLIC LAND
306 Monroe Street
Tallahassee, Florida 32301
Telephone: 850-222-7911; ext. 29
Telecopier: 850-222-8909
Email: pete.fodor@tpl.org

TO GRANTEE:

THE CITY OF WEST POINT
730 1st Avenue
West Point, GA 31833
Attention: Ed Moon
Telephone: 706-645-3522
Fax: 706-643-8150

With a copy to:
_____.
_____
_____
West Point, GA 31833
Telephone: _____
Fax: _____
Email: _____

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, if personally served or if delivered by nationally recognized, overnight courier service, or on the date indicated on the return receipt, if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

11. General Provisions.

A. Controlling Law. The interpretation and performance of the Indenture shall be governed by and construed in accordance with the laws of the State of Georgia.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Indenture shall be liberally construed in favor of Grantee to effectuate the purposes hereof and the policy and purposes of O.C.G.A. §§ 44-10-1 et seq. If any provision of this Indenture is found to be ambiguous, an interpretation consistent with the purposes of this Indenture that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Indenture, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Indenture or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This Indenture sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings, and agreements relating thereto, all of which are merged herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors and Assigns; Covenants, Etc. Run With Land. The covenants, terms, conditions and restrictions of this Indenture shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as an easement and servitude running with the Property in perpetuity and enforceable against Grantor and all present and future owners, tenants and other holders of nay interest in the Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with Paragraph 9 above. The terms "Grantor" and "Grantee", when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives heirs, executors, administrators, successors and assigns.

G. No Extinguishment Through Merger. Grantor and Grantee agree that should Grantee, or any successor in interest to Grantee, come to own all or a portion of the fee interest in the Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement, and (iii) said owner as promptly as possible shall assign the Grantee interest in the Conservation Easement of record to another holder in conformity with the requirements of paragraph 9. The instrument of assignment shall refer to the provisions of this paragraph 11, and shall contain confirmatory language suitable to reimpose this Easement to the extent, if any, necessary to continue it in force.

H. Termination of Rights and Obligations. Each party's rights and obligations under this Indenture shall terminate upon the transfer of such party's interest in this Indenture pursuant to Paragraph 9 above or the Property, as the case may be, except that liability for the acts or omissions occurring prior to such transfer shall expressly survive such transfer.

I. Captions. The captions in this Indenture have been inserted solely for convenience of reference, are not a part of this Indenture and shall have no effect upon construction or interpretation.

J. Grantor's Successors-In-Title. Grantor agrees that any conveyance of the Property by Grantor will be made expressly subject to the terms, conditions, restrictions and purposes of this Indenture and the same shall be inserted by Grantor in, or incorporated by reference in, any subsequent deed or other legal instrument by which Grantor divests itself of fee simple or any other interest in the Property or any portion thereof, and Grantor hereby agrees to notify Grantee or its successors or assigns of any such conveyance.

K. Grantor's Representations and Warranties. Grantor hereby represents and warrants that it is seized of the Property in fee simple and has good right to grant and convey the Conservation Easement, that the Property is free and clear of any and all encumbrances, and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of the Conservation Easement.

L. Recordation. Grantor and Grantee agree that this Indenture shall be promptly recorded in the Office of the Clerk of Superior Court of Troup County, Georgia at Grantee's sole cost and expense].

12. Baseline Data. Grantee acknowledges by its acceptance of the Conservation Easement, that Grantor's historic and present uses of the Property are compatible with the purposes of the Conservation Easement. In order to establish a present condition of the Open Space Values so as to be able to properly monitor future uses of the Property and assure compliance with the terms hereof, Grantor has prepared or caused to be prepared the Baseline Data. The Baseline Data shall be used to assist in establishing the condition of the Property as of the date of this Indenture. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to the Conservation Easement as of the date hereof, the parties may look beyond the Baseline Data, if necessary, to other relevant or material documents, surveys, reports and other evidence showing conditions at the time of execution of this Indenture to assist in the resolution of the controversy.

TO HAVE AND TO HOLD the Conservation Easement unto Grantee and its successors and assigns, together with all and singular the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to only proper use, benefit and behoof of Grantee forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall not only be binding upon Grantor but also its personal representatives, heirs, executors, administrators, successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, each of Grantor and Grantee has caused its hand and seal to be hereunto affixed by its duly authorized signatory as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:

GRANTOR:

Unofficial Witness

By:
Name: _____
Its:

Notary Public

[NOTARIAL SEAL]

Attest:
Name: _____
Its:

My Commission Expires:

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

GRANTEE:

Unofficial Witness

By:
Name: _____
Its:

Notary Public

[NOTARIAL SEAL]

Attest:
Name: _____
Its:

My Commission Expires:

[CORPORATE SEAL]

Exhibit "A"
Legal Description

Exhibit "B"

Survey of Property

Exhibit "C"

Baseline Data

A complete copy of the Baseline Study, including photographs, shall be filed and maintained in Grantee's office records

INFORMATION

WEST POINT HISORIC PRESERVATION COMMISSION MEETING MINUTES

April 15, 2014

The meeting was called to order by Vice-chairman Sapp. Attending were Debra Robertson and Bob Hicks. Jane Fuller Blackburn was absent. Chairman Duncan whom was involved in a motorcycle accident on April 7 and is recovering at UAB was absent. Chairman Duncan's outstanding leadership will be very much missed as he recuperates.

Three members of our commission constitute a quorum allowing us to have this meeting.

Vice-chairman Sapp requested this called meeting to review the drawings submitted by Steve Tramell and architect Jerry Clement. Our commission had requested at the March 5, 2014 meeting that Mr. Clement revise the front façade of the proposed new construction at 303 West 8th Street so that it is more balanced in appearance and more in keeping with the look of buildings in the area of influence as required by the West Point Design Guidelines before issuing the requested COA.

The new plans were reviewed. During the discussion it was determining that all requested changes had be made to the front façade including the addition of another column with the ornate stone continuing across the front to the added column, the continuation of the parapet across the entire length of the front, the addition of windows to the downstairs and the enlarging of windows upstairs.

It was noted in the discussion that on the 2nd Avenue side of the proposed new construction that the garage door has been replaced by a standard door with a decorative gate.

After review and much discussion Commissioner Hicks made a motion to accept the changes as presented. Commissioner Robertson seconded and the motion was passed unanimously.

Vice-chairman Sapp will present Mr. Tramell with the COA.

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

Minutes prepared and submitted by:

Debra Robertson, Secretary
West Point Historic Preservation Commission
West Point, Georgia 31833