

City of Mansfield

AGENDA

City Council Meeting Agenda
November 9, 2020 – 7:00 p.m.
Mansfield Community House
Page 1 of 1

- I. Call to Order: 7:00PM
- II. Invocation & Pledge of Allegiance: GW Davis Jr
- III. Agenda Adoption: Revised – 4/0
- IV. Citizen’s Comments on Agenda: *Limited to Agenda Items only for 5 minutes each*
- V. Approval of Minutes:
 - a. October 12, 2020 Council Meeting Minutes 4/0
- VI. New Business:
 - a. Walter Tuggle Proclamation
 - b. Cricket Frog Trail Sub-Lease Renewal TABELLED 4/0
 - c. No Parking Ordinance 4/0
 - d. Film Ordinance and Application 4/0
 - e. Parental Leave Policy TABELLED 3/1
 - f. HB879 – Comprehensive Alcohol Legislation 4/0
 - g. Annual MEAG/ECG Agreements;
 - i. ECG – Year End Settlement and Contract Payment Reimbursement Form FY20
 - ii. MEAG Under Supplemental Power Supply Policy 4/0 for All
 - iii. MEAG Power Sale of Excess Capacity
 - iv. MEAG Power Sale of Excess Reserve Capacity
 - h. Christmas Event – Decorations, Santa, etc. 4/0
 - i. Comprehensive Plan Input
 - j. City to pay to remove trees from sub-station property line 4/0
- VII. Citizen’s Comments on Non-Agenda Items: *Limited to 5 minutes each*
- VIII. Adjournment: 7:34PM

City of Mansfield

MINUTES

City Council Meeting Minutes
November 9, 2020 – 7:00 p.m.
Mansfield Community House
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PRESENT: GW Davis Jr, Marty Smallwood, Helen Robertson, Blair Northen, Austin Mitchell

ABSENT: Bryan Hale

OTHERS PRESENT: Scott and Vicki Cowan, Duane Ford, Elsie Smith, Ashley Kelly, Monica and Chris Davis

The honorable Mayor GW Davis Jr called the meeting to order at 7PM and asked everyone to join in their own private prayer and then led everyone in the pledge.

The honorable Mayor Pro Tempore Blair Northen asked to revise the agenda to include:

VI. New Business j. City Pay to Remove Trees from Sub-Station Property Line.

Councilman Marty Smallwood made the Motion to adopt the agenda as revised and Councilman Austin Mitchell gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

There were no citizen comments on Agenda items.

Councilman Helen Robertson made the Motion to approve the October 12, 2020 Council Meeting Minutes and Councilman Blair Northen gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

The honorable Mayor GW Davis Jr read the Walter Tuggle Proclamation to the crowd that gathered outside to celebrate his 77th birthday, that is this same day.

Councilman Blair Northen made the Motion to TABLE the Cricket Frog Trail Sub-Lease Renewal and Councilman Austin Mitchell gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

Councilman Marty Smallwood made the Motion to adopt the No Parking Ordinance and Councilman Austin Mitchell gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

Councilman Blair Northen made the Motion to adopt the Film Ordinance and Application and Councilman Austin Mitchell gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

Councilman Blair Northen made the Motion to TABLE the Parental Leave Policy and Councilman Austin Mitchell gave the Second. Councilmen Blair Northen, Austin Mitchell and Marty Smallwood voted 'aye'. Councilman Helen Robertson voting 'nay'. The Motion passed 3/1.

Councilman Marty Smallwood made the Motion to prohibit ALL home delivery of alcohol sales. Councilman Helen Robertson gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

Councilman Blair Northen made the Motion to approve all the Annual MEAG/ECG Agreements (being item g. i. ii. iii. iv.) and Councilman Austin Mitchell gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

The honorable Mayor GW Davis Jr explained that with the dark times the country has been through over the last several months, Christmas lifts spirits and he would love for the City to allocate some money to making the new City Center look appropriate for the season and our community. Councilman Blair Northen made the Motion to allow the City to spend no more than \$2,000 on the Christmas Event. Councilman Austin Mitchell gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

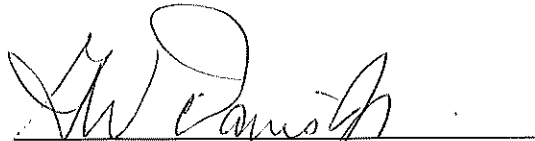
The honorable Mayor GW Davis Jr reminded everyone that the City is in the process of updating its Comprehensive Plan and asked them to participate in this very important process by visiting the city's website or Face Book page and answering the 2nd Questionnaire. He also reminded them of the Online Public Input meeting on Thursday, November 19 @ 2:30.

Councilman Blair Northen made the Motion that once property lines are established and the sub-station area identified, the City would like to approach the landowner and request to remove the trees at the city's expense. Councilman Austin Mitchell gave the Second. All Council present voted 'aye'. The Motion passed 4/0.

There were no citizen's comments on non-agenda items.

In closing, the honorable Mayor GW Davis Jr encouraged everyone to contact himself, all Council and City Hall with any concerns or city improvement issues they have or see around the city. He also announced some clean-up activities in process.


The meeting adjourned at 7:34PM.

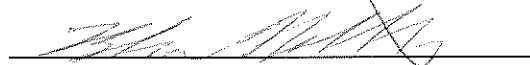


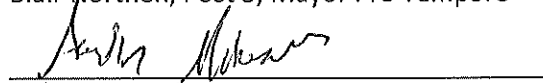
GW Davis Jr, Mayor




Marty Smallwood, Post 1


Helen Robertson, Post 2


Blair Northen, Post 3, Mayor Pro Tempore


Austin Mitchell, Post 4


Bryan Hale, Post 5

PROCLAMATION

WHEREAS, the City of Mansfield continuously seeks to recognize and honor deserving residents, and

WHEREAS, Walter Lee Tuggle has lived honorably for 77 years all in the City of Mansfield, and

WHEREAS, he has been a faithful husband for 49 years and a loving father of 2, grandfather of 3, and great grandfather of 3; and

WHEREAS, he has served faithfully as a member of Mt. Zion AME Church, where he has served on the Steward Board, the Finance Commission, the Pastor Aide Board and sang in the choir; and, he has served as President of the Mass Choir, President of the Sons of Allen, Sunday School Treasurer and Chairperson of the Church Anniversary, and

WHEREAS, after retiring from 31 years of work at Porterdale Mill, Mr. Tuggle put many of energies into creating and maintaining a beautiful yard and home; and

WHEREAS, Mr. Tuggle loves to help people of all colors, serve others when needed and share his life as God leads him, and

WHEREAS, Mr. Tuggle serves as an example for all our community through his life and service to others;

NOW, THEREFORE, I, G.W. Davis Jr., Mayor of the City of Mansfield, do hereby recognize and congratulate:

Mr. Walter Lee Tuggle

We extend to him our deepest appreciation for all his dedicated work and wish him the best in all his future endeavors.

Signed this 9th day of November 2020.



G.W. Davis Jr., Mayor

City of Mansfield, Georgia

Tabled
at Nov 9, 2020
Council
Meeting

SUBLEASE AGREEMENT
(Mansfield Portion)

Renewal
approved in
1/11/2021 CM
minutes
-H

This SUBLEASE AGREEMENT (this "Sublease"), dated as of January 11, 2021 (the "Sublease Commencement Date"), is by and between Newton Trail – Path Foundation, Inc. ("Sublandlord"), and City of Mansfield, Georgia ("Subtenant").

WHEREAS, Sublandlord is the tenant under that certain Lease dated August 29, 2016 and amended October 24, 2016 (collectively the "Primary Lease") with Central of Georgia Railroad Company ("Prime Landlord"); and

WHEREAS, pursuant to the Primary Lease, Sublandlord leased those certain premises more particularly described in the Primary Lease and consisting of approximately 14.9 miles and 140 acres of land located in Newton County, Georgia (the "Premises"); and

WHEREAS, Sublandlord desires to sublease a portion of the Premises to Subtenant, and Subtenant desires to sublease a portion of the Premises from Sublandlord, in accordance with the terms and conditions of this Sublease.

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

1) Demise. Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord, a one-mile portion of the premises in the City limits of the City of Mansfield as more particularly described in Exhibit A (the "Subleased Premises"). The Parties acknowledge that the Subleased Premise includes a multiuse public trail that was formerly a railroad track (the "Trail").

2) Term.

a) The term of this Sublease (the "Term") shall commence on the Sublease Commencement Date and shall terminate on December 31st of such calendar year. The Term shall be automatically renewed annually on January 1st and continuing thereafter on an annual basis unless Subtenant notifies Sublandlord not less than November 1st of the current lease year Term of Subtenants election not to renew this Sublease in which event the Term shall end at midnight on December 31st of such lease year. Any such termination pursuant to the preceding sentence shall not relieve Subtenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Sublease, survives the termination of the Lease.

b) If for any reason the term of the Primary Lease is terminated, this Sublease shall terminate on the date of such termination and Sublandlord shall not be liable to Subtenant for such termination.

3) Permitted Use. Subtenant shall use and occupy the Subleased Premises solely in accordance with, and as permitted under, the terms of the Primary Lease and for no other purpose. At all times, the Subleased Premise shall be used exclusively as a multiuse Trail, consistent with the terms of the Primary Lease and this Sublease. Subtenant may, at its sole expense, develop the Subleased Premises and Trail with improvements. During its use and development of the Subleased Premises, Subtenant shall abide by the following requirements (collectively "Trail Standards"):

a) Trail Development. The Sublandlord has caused a trail master plan to be created that includes branding and design standards, trail amenities, and construction details and standards (collectively the "Master Plan"). The current version of the Master Plan is attached hereto as Exhibit B and incorporated herein by reference. Any future revisions to the Trail Standards shall replace Exhibit B upon adoption by Sublandlord with a copy to Subtenant.

i) Sublandlord will determine the style, content and location of all signage on the Subleased Premises as included in the Trail Standards, as amended. Subtenant shall not install any signage without the written approval of Sublandlord.

ii) Sublandlord will determine the name and branding, including logos, trademarks and tradenames, of the Subleased Premises, as included in the Master Plan, as amended.

iii) Sublandlord and Landlord must approve all proposed improvements to the Subleased Premises. Sublandlord shall have responsibility for communicating any such proposed improvements to Landlord in a timely manner. Subtenant shall provide at its sole cost any professionally-stamped drawings, engineering plans, architectural or landscape plans as deemed necessary by Sublandlord and Landlord.

iv) Any proposed improvements to the Subleased Premise must meet the following requirements and be consistent with the Master Plan as amended, in order to be approved by Landlord and Sublandlord:

(A) Surface of the Trail on the Subleased Premises must be a minimum of twelve (12) feet wide.

(B) A two (2) feet wide buffer on either side of the Trail must be maintained. No amenities or structures are permitted within this buffer.

(C) Eight (8) feet of vertical clearance shall be maintained above the Trail.

(D) Surface of the Trail on the Subleased Premises must be concrete or asphalt if paved. If not paved, an approved crusher fines mix can be used for a trail surface. Under no circumstances will a biodegradable trail surface be allowed.

v) No development or use of trestle bridges on the Leased Premise is allowed (1) without a written agreement between Subtenant and Sublandlord and (2) after safety improvements or restoration can be completed.

b) Trail Use

i) The Trail shall be available for recreational use by the public without charge, provided nothing in this paragraph shall be interpreted to prevent either party from fundraising efforts to assist with construction and maintenance of the Leased Premise so long as such fundraising does not include charging users for the use of the Trail.

ii) No motor vehicles of any kind are allowed on the Trail and Subleased Premises except for law enforcement or trail maintenance. Nothing in this provision shall be construed to prohibit motorized wheelchairs or similar devices.

iii) The Subleased Premises and Trail must be open to public access for through traffic during daylight hours, including special events.

iv) Subtenant must notify the Sublandlord at least thirty (30) days in advance of any special events to be conducted on the Subleased Premises. For such special events, nighttime use of the Trail may be permitted, but such permission must be issued in writing in advance of the nighttime use.

c) Trail Operation

i) Sublandlord may designate an individual to receive all communications regarding operation of the Subleased Premises. If no such designation is made, Chair of Sublandlord shall be the designee.

ii) Subtenant may designate an individual to receive all communications regarding operation of the Subleased Premises. If no such designation is made, the City Administrator of City of Mansfield shall be the designee.

iii) Subtenant shall communicate to Sublandlord all incidents involving law enforcement or activity of a criminal nature on the Subleased Premises, including but not limited to, vandalism and trespass, within twenty-four (24) hours of Subtenant's knowledge of the incident.

iv) Subtenant is responsible for maintenance of the Subleased Premises. Maintenance shall include, but not limited to, mowing, debris removal, application of herbicide, repair any damage to the Subleased Premises, and other general maintenance as required to allow safe use by pedestrians and bicyclists at all times of the year.

d) Sublandlord Use

i) Sublandlord shall have the right to hold work sessions on all portions of the Trail and will operate the sole Adopt-a-Spot or Adopt-a-Trail or other such trail clean-up program for the Trail. Subtenant will be notified of the party or parties participating in such a trail clean-up program.

ii) Sublandlord shall have the right to hold special events on the trail on the Subleased Premises.

iii) Sublandlord shall provide thirty (30) days' notice to Subtenant in advance of any events as described in Subparagraphs 3(d)(i) and (ii). For such events that are organized and held by Sublandlord, Sublandlord agrees to indemnify and hold harmless Subtenant from any claims, liabilities, damages, and third-party claims arising from the Sublandlord's use of the Subleased Premise under this Subparagraph 3(d).

iv) Sublandlord retains all rights to establish rules for the public's use of the trail located on the Subleased Premises. Sublandlord at its sole

discretion shall amend and revise said rules. Subtenant shall have responsibility for enforcement of all rules.

4. Payment of Base Rent and Additional Rent.

a) The first year the Subtenant shall pay the Sublandlord a fixed base rent ("Base Rent") at the rate of \$217.94 per year. If the Sublease is renewed in subsequent years, the Base Rent shall increase by two percent (2%) each year unless otherwise amended by the parties.

b) In addition to Base Rent, commencing on the Sublease Commencement Date and continuing throughout the Term of this Sublease, Subtenant shall pay to Sublandlord all costs and expenses incurred by Sublandlord in connection with its subleasing of the Subleased Premises to Subtenant and all amounts due and payable by Sublandlord under the Primary Lease due or attributable to the Subleased Premises or the actions or omissions of Subtenant (collectively, "Additional Rent"). Additional Rent shall be payable to Sublandlord in the same manner as the Base Rent.

c) All Base Rent and Additional Rent shall be due and payable without demand therefor unless otherwise designated by Sublandlord and without any deduction, offset, abatement, counterclaim or defense.

5. Security Deposit. Subtenant shall not be required to make a security deposit under this Sublease.

6. Incorporation of Primary Lease by Reference.

a) The terms, covenants and conditions of the Primary Lease are incorporated herein by reference, except to the extent they are expressly deleted or modified by the provisions of this Sublease. Every term, covenant and condition of the Primary Lease binding upon or inuring to the benefit of Prime Landlord shall, in respect of this Sublease, be binding upon or inure to the benefit of Sublandlord shall, in respect of this Sublease, be binding upon and inure to the benefit of Subtenant.

7. Subordination to Primary Lease. This Sublease is subject and subordinate to the Primary Lease. A redacted copy of the Primary Lease is attached hereto as Exhibit A and made a part of this Sublease.

8. Representations of Sublandlord. Sublandlord represents and warrants the following is true and correct as of the date hereof:

- a) Sublandlord is the Tenant under the Primary Lease and has the capacity to enter into this Sublease with Subtenant, subject to Prime Landlord's consent.
- b) The Primary Lease attached hereto as Exhibit A is a true, correct and complete copy of the Primary Lease, is in full force and effect, and has not been further modified, amended or supplemented except as expressly set forth herein.
- c) Sublandlord has not received any notice, and has no actual knowledge, of any default by Sublandlord under the Primary Lease.

9. AS-IS Condition. Subtenant accepts the Subleased Premises in its current, "as-is" condition. Sublandlord shall have no obligation to furnish or supply any work, services, signage, materials, equipment or decorations. The obligations of Subtenant hereunder shall survive the expiration or earlier termination of this Sublease.

10. Performance By Sublandlord. Notwithstanding any other provision of this Sublease, Sublandlord shall have no obligation (a) to furnish or provide, or cause to be furnished or provided, any repairs, restoration, alterations or other work, or electricity, water, cleaning or other utilities or services, or (b) to comply with or perform or, except as expressly provided in this Sublease, to cause the compliance with or performance of, any of the terms and conditions required to be performed by Prime Landlord pursuant to the terms of the Primary Lease. Subtenant hereby agrees that Prime Landlord is solely responsible for the performance of the foregoing obligations. Notwithstanding the foregoing, upon the written request of Subtenant, Sublandlord shall make a written demand upon Prime Landlord to perform its obligations under the Primary Lease with respect to the Subleased Premises if Prime Landlord fails to perform same within the time frame and in the manner required pursuant to the Primary Lease; provided, however, Subtenant shall not be required to bring any action against the Prime Landlord to enforce its obligations. In the event Sublandlord makes written demand upon Prime Landlord or brings an action against Prime Landlord to enforce Prime Landlord's obligations under the Primary Lease with respect to the Sublease Premises, all reasonable and necessary costs and expenses (including without limitation reasonable attorneys' fees and expenses) so incurred by Sublandlord in connection therewith shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within fifteen (15) days after notice from Sublandlord.

11. No Privity of Estate; No Privity of Contract. Nothing in this Sublease shall be construed to create privity of estate or privity of contract between Subtenant and Prime Landlord.

12. No Breach of Primary Lease. Subtenant shall not do or permit to be done any act or thing, or omit to do anything, which may constitute a breach or violation of any term, covenant or condition of the Primary Lease, notwithstanding such act, thing or omission is permitted under the terms of this Sublease.

13. Subtenant Defaults.

a) If Subtenant fails to cure a default under this Sublease within any applicable grace or cure period contained in the Primary Lease, Sublandlord, after five (5) business days' notice to Subtenant, shall have the right, but not the obligation, to seek to remedy any such default on the behalf of, and at the expense of, Subtenant, provided, however, that in the case of: (i) a life safety or property related emergency; or (ii) a default which must be cured within a time frame set forth in the Primary Lease which does not allow sufficient time for prior notice to be given to Subtenant, Sublandlord may remedy any such default without being required first to give notice to Subtenant. Any reasonable cost and expense (including without limitation reasonable attorneys' fees and expenses) so incurred by Sublandlord shall be deemed Additional Rent and shall be due and payable by Subtenant to Sublandlord within fifteen (15) days after notice from Sublandlord.

b) If Subtenant fails to pay any installment of Base Rent or Additional Rent within five (5) days after the due date of such payment, Subtenant shall pay to Sublandlord, as Additional Rent, a "late charge" of five cents (\$0.05) for every dollar of an installment so overdue for the purposes of defraying the expense of handling such delinquent payment.

c) If Subtenant fails to pay any installment of Base Rent or Additional Rent within five (5) days from the due date of such payment, in addition to the payment of the late charge set forth immediately above, Subtenant shall also pay to Sublandlord, as Additional Rent, interest at the Default Rate (hereinafter defined) from the due date of such payment to the date payment is made. "Default Rate" shall mean a rate per annum equal to the lesser of: (i) 12% in excess of the prime rate on the due date of such Base Rent or Additional Rent; and (ii) the highest rate of interest permitted by applicable laws.

d) In the event of a default by Subtenant, Sublandlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Sublandlord under the Primary Lease or under law or in equity:

i) The right to terminate Subtenant's right to possession of the Premises and to recover: (i) all Rent which shall have accrued and remains unpaid through the date of termination; plus (ii) any other amount necessary to compensate Sublandlord for all the damages caused by Subtenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs and brokers' fees incurred upon any reletting of the Premises).

ii) The right to continue the Lease in effect after Subtenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to re-let the Premises or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Subtenant's right to possession.

iii) The right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Subtenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law.

iv) The right to have a receiver appointed for Subtenant, upon application by Sublandlord, to take possession of the Premises, to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Section.

14. Consents. Whenever the consent or approval of Sublandlord is required, Subtenant shall also be obligated to obtain the written consent or approval of Prime Landlord, if required pursuant to the terms of the Primary Lease. Sublandlord shall promptly make such consent request on behalf of Subtenant and Subtenant shall promptly provide any information or documentation that Prime Landlord may request. Subtenant shall reimburse Sublandlord, not later than fifteen (15) days after written demand by Sublandlord, for any reasonable and necessary fees and disbursements of attorneys, architects, engineers or others charged by Prime Landlord in connection with any consent or approval.

Sublandlord shall have no liability of any kind to Subtenant for Prime Landlord's failure to give its consent or approval.

15. Prime Landlord Consent to Sublease. This Sublease is expressly conditioned upon obtaining the written consent of Prime Landlord and the written consent of any mortgagee, ground lessor or other third party required under the Primary Lease (collectively, "Prime Landlord Consent"). If the Prime Landlord consent is not obtained within thirty (30) days from the date of this Sublease, either party may terminate this Sublease upon written notice to the other, whereupon Sublandlord shall promptly refund to Subtenant the first month's Base Rent it paid to Sublandlord, and neither party shall have any further obligation to the other under this Sublease, except to the extent that the provisions of this Sublease expressly survive the termination of the Sublease. This Section 15 shall survive the expiration or earlier termination of this Sublease.

16. Assignment or Subletting. Subtenant shall not sublet all or any portion of the Subleased Premises or assign, encumber, mortgage, pledge or otherwise transfer this Sublease (by operation of law or otherwise) or any interest therein, without the prior written consent of: (a) Sublandlord, which consent may be unreasonably withheld or may be withheld in its sole and absolute discretion, and (b) Prime Landlord.

17. Indemnity. Subtenant shall indemnify and hold harmless Sublandlord from any claims, liabilities and damages that Sublandlord may sustain as a result of a breach by Subtenant of this Sublease and for any claims, liabilities, damages and third party claims arising from the public's use of the Trail and Subleased Premise.

18. Release. Subtenant hereby releases Sublandlord or anyone claiming through or under Sublandlord by way of subrogation or otherwise. Subtenant hereby releases Prime Landlord or anyone claiming through or under Prime Landlord by way of subrogation or otherwise to the extent that Sublandlord releases Prime Landlord pursuant to the terms of the Primary Lease. Subtenant shall cause its insurance carriers to include any clauses or endorsements in favor of Sublandlord, Prime Landlord and any additional parties, which Sublandlord is required to provide pursuant to the provisions of the Primary Lease.

19. Notice. All notices and other communications required or permitted under this Sublease shall be given in the same manner as in the Primary Lease. Notices shall be addressed to the addresses set forth below:

To Subtenant at: G.W. Davis Jr.
 City of Mansfield
 PO Box 35

3146 Hwy 11 S
Mansfield, GA 30055

With ca copy: Dargan Scott Cole
Hall Booth Smith, PC
191 Peachtree Street; Suite 2900
Atlanta, GA 30303-1775

To Sublandlord at: Newton Trail – Path Foundation, Inc.

With a copy to: Hillary W. Edgar
Alexander Royston, LLP
1121 Floyd Street
Covington, GA 30014

20. Entire Agreement. This Sublease contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. In the event any provisions of this Sublease are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Sublease shall remain unaffected.

21. Amendments and Modification. This Sublease may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

22. Successors and Assigns. The covenants and agreements contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective permitted successors and assigns.

23. Counterparts. This Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Sublease delivered by either facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease. Notwithstanding the foregoing,

Sublandlord and Subtenant each shall deliver original counterparts to the other within five (5) business days from the date hereof.

24. Defined Terms. All capitalized terms not otherwise defined in this Sublease shall have the definitions contained in the Primary Lease.

25. Choice of Law. This Sublease shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to conflict of law rules.

[Signatures follow on separate page(s).]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first above written.

SUBLANDLORD:

Newton Trail – Path Foundation, Inc.

By: Duane M. Ford

Name: Duane M. Ford

Title: Chair, Newton Trails Board

SUBTENANT:

City of Mansfield

By: GW Davis Jr.

Name: GW Davis Jr

Title: Mayor

SIGNATURE PAGE TO SUBLEASE AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

The sublease starts at the Mansfield city limits approximately 2,693 feet west of Highway 11 and ends at the west easement on Sewell Rd.

EXHIBIT B

TRAIL STANDARDS

[see attached]

EXHIBIT C

Primary Lease

[see attached]

Exhibit "C"

Rental (or Lease) Fee

Note: Fee will escalate 2% annual for the term of the lease.

2% Escalation Per Year	
2018	\$209.48
2019	\$213.67
2020	\$217.94
2021	\$222.30
2022	\$226.75
2023	\$231.28
2024	\$235.91
2025	\$240.63
2026	\$245.44
2027	\$250.35
2028	\$255.35
2029	\$260.46
2030	\$265.67
2031	\$270.98
2032	\$276.40
2033	\$281.93
2034	\$287.57
2035	\$293.32
2036	\$299.19
2037	\$305.17
2038	\$311.28
2039	\$317.50
2040	\$323.85
2041	\$330.33
2042	\$336.94
2043	\$343.67
2044	\$350.55
2045	\$357.56
2046	\$364.71
2047	\$372.00
2048	\$379.44
2049	\$387.03
2050	\$394.77

**AN ORDINANCE ADDING
SECTION 11-103: STOPPING, STANDING AND PARKING
OF THE CODE OF ORDINANCES OF THE
CITY OF MANSFIELD, GEORGIA**

Whereas, the City of Mansfield has the responsibility to regulate and prohibit any act, practice, or conduct which is detrimental or likely to be detrimental, to the health, sanitation, cleanliness, welfare and safety of the inhabitants of the City and to provide for the enforcement of such standards; and,

Whereas, the City of Mansfield has the power to make, ordain, and establish such ordinances, rules and regulations as shall appear necessary for the security, welfare, convenience and interest of the City and its inhabitants and for preserving the health, peace, order and good government of the City; and,

Whereas, pursuant to its police powers, the City of Mansfield is authorized to enact legislation to regulate certain conduct which could affect the public health, safety and welfare; and,

Therefore, we, the members of the City Council for the City of Mansfield, Georgia, **HEREBY ORDAIN AS FOLLOWS**:

Section 1: Section 11-103 of the Code of Ordinances of the City of Mansfield, Georgia is added and shall read as follows:

Section 11-103: Stopping, Standing, and Parking

(a) Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Driver means every person who drives or is in actual physical control of a vehicle.

Governing authority means the mayor and city council of Mansfield, Georgia, and where delegated by the mayor and council, the city public works department and/or any other city personnel.

Motor vehicle means every vehicle that is self-propelled.

Operator means any person who drives or is in actual physical control of a motor vehicle.

Owner means a person, other than a lienholder or security interest holder, having the property in or title to a vehicle. The term includes a person entitled to the use and possession of a vehicle subject to a security interest in or lien by another person but excludes a lessee under a lease not intended as security except as otherwise specifically provided in this article.

Police officer means every officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

Public or private property means the right-of-way of any road or highway; any body of water or watercourse or the shores thereof; any park, playground, building, refuge or conservation or recreation area, and residential or farm properties, timberland or forest.

Roadway means that portion of a street, road, or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways, the term "roadway" shall refer to any such roadway separately, but not to all such roadways collectively.

(b) Parking prohibited in certain places.

(1) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the direction of a police officer or traffic control device, at any place prohibited by ordinance and indicated by official signs or markings.

(a) The west side of Highway 11 for the 100 feet immediately south of its intersection with Highway 213 also known as W. 2nd Avenue.

(2) No person shall move a vehicle, not lawfully under such person's control, either into any prohibited area or move and leave such vehicle away from a curb such distance as is prohibited by this chapter or other ordinance.

(3) At the locations designated by the public works department or, if no such designation has been made by the public works department, by county ordinances, as indicated by official signs or markings, parking is prohibited as indicated.

(c) Parking not to obstruct traffic.

No person shall park any vehicle in such manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.

(d) Hazardous or congested places.

(1) The public works department may determine and designate by proper signs, places not exceeding 100 feet in length in which the stopping, standing or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.

(2) When official signs are erected at hazardous or congested places as authorized herein, no person shall stop, stand or park a vehicle in such designated place.

(3) The duration of any such designation, unless approved by the governing authority, shall not exceed 10 days.

(e) Penalties; enforcement generally.

(1) Any person who violates this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not more than \$1,000.00 or no more than 60 days in jail or both for each occurrence, and each occurrence shall be deemed a separate offense.

(2) Unless otherwise specifically provided by resolution of the mayor and city council, the enforcement of this article shall be within the jurisdiction of the Mansfield police department, the Newton County Sherriff's Department, and any state officer authorized by the state of Georgia to make misdemeanor criminal arrests. Persons designated by the governing authority are hereby authorized to issue citations or summons or both, charging violations under this article, returnable to a court or courts having jurisdiction over state traffic offenses or other courts located in Newton County, Georgia having jurisdiction over violations of city ordinances.


(3) For purposes of enforcing the provisions of this article, any court having jurisdiction over state traffic offenses or other courts having jurisdiction over violations of city ordinances shall be entitled to take such action to ensure compliance, and the person convicted shall reimburse the city for any cost or expense associated with such compliance efforts, and the city shall be entitled to place a lien on the property or require a bond from the person to secure payment and reimbursement for these expenses.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of any such conflict.

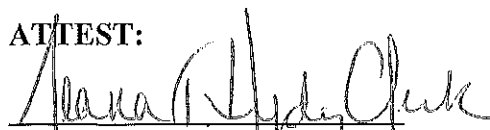
Section 3: Such amendment shall be effective as of the day adopted by the City Council for the City of Mansfield, Georgia,

This Ordinance is adopted this 9 day of NOVEMBER, 2020.

CITY OF MANSFIELD, GEORGIA


G.W. Davis, Jr., Mayor

ATTEST:


Jeana Hyde, City Clerk

**AN ORDINANCE ADDING
SECTION 32; ARTICLE III MANSFIELD FILMING ORDINANCE
OF THE CODE OF ORDINANCES OF THE
CITY OF MANSFIELD, GEORGIA**

Whereas, the City of Mansfield has the responsibility to regulate and prohibit any act, practice, or conduct which is detrimental or likely to be detrimental, to the health, sanitation, cleanliness, welfare and safety of the inhabitants of the City and to provide for the enforcement of such standards; and,

Whereas, the City of Mansfield has the power to make, ordain, and establish such ordinances, rules and regulations as shall appear necessary for the security, welfare, convenience and interest of the City and its inhabitants and for preserving the health, peace, order and good government of the City; and,

Whereas, pursuant to its police powers, the City of Mansfield is authorized to enact legislation to regulate certain conduct which could affect the public health, safety and welfare; and,

Therefore, we, the members of the City Council for the City of Mansfield, Georgia, **HEREBY ORDAIN AS FOLLOWS:**


Section 1: Article III to Chapter 32 of the of the Code of Ordinances of the City of Mansfield, Georgia entitled Mansfield Filming Ordinance is added and shall read as set forth on Exhibit A attached hereto and incorporated herein.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of any such conflict.

Section 3: Such amendment shall be effective as of the day adopted by the City Council for the City of Mansfield, Georgia,

This Ordinance is adopted this 9 day of NOVEMBER, 2020.

CITY OF MANSFIELD, GEORGIA



G.W. Davis, Jr., Mayor

ATTEST:



Jeana Hyde, City Clerk

Chapter 32

Article III: Motion picture, television and photographic productions

Section 32-301 Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein:

1. *Applicant* shall mean the individual, organization, corporation, or any other entity that is ultimately responsible for the filming that is the subject of a permit application.
2. *City* shall mean Mansfield.
3. *County* shall mean Newton County.
4. *Motion picture, television and photographic production* shall mean all activity attendant to staging or shooting (videotaping or filming) commercial motion pictures, television shows, programs or commercials, and to the taking of single or multiple photographs for sale or use for a commercial purpose where the photographer sets up stationary equipment on public or private property or the public right-of-way in any one location for longer than five (5) consecutive minutes.
5. *Mansfield Film Coordinator or Coordinator* shall mean the employee designated by the Mansfield City Council to work with and be the City's point of contact with media productions, and to assist in coordinating the permitting or authorization process for the City.

Section 32-302 Notification and Permit or Authorization Required.

1. No person shall use any public right-of-way, or any public property or facility for the purpose of producing, taking or making any commercial motion picture, television or photographic production as defined in Section A without notification to the City and a permit issued pursuant to the provisions of this chapter.
2. No person shall use any private property, facility or residence for the purpose of producing, taking or making any commercial motion picture, television or photographic production as defined in Section A without notification to the City and authorization issued pursuant to the provisions of this chapter.

Section 32-303 Exemptions.

The provisions of this chapter shall not apply to the following:

1. Current news productions, which includes reporter, photographers or camera persons in the employment of a newspaper, news service, broadcasting station or similar entity engaged in the broadcasting of a news event.
2. Productions which are conducted by Mansfield, Newton County, the other municipalities in Newton County, the Newton County Board of Education, or other governmental agencies as approved by the City Council.

3. Productions which are conducted within legally established commercial motion picture/television/still photography studios.
4. Student filming provided the student possesses a current Student ID and a letter on School Letterhead signed by the student's instructor)

Section 32-304 Application. Application Fees.

Any person desiring a permit or authorization under the provisions of this chapter shall make application on forms provided by the Mansfield Film Coordinator at least ten (10) working days prior to any filming activity taking place. The form must be signed and accompanied by all required fees, deposits, hold harmless agreements and insurance certificates required by this chapter before it will be processed. If the application satisfies the criteria of this chapter, the permit or authorization shall be issued within ten (10) working days of submittal.

Any person seeking to apply for a permit or authorizations under the provisions of this chapter may submit a completed application to the Coordinator fewer than ten (10) working days prior to any filming activity, provided that such application shall be accompanied with an additional \$500 rush fee, which shall be nonrefundable. No application may be submitted to the Coordinator later than one full business day in advance of the effective date of the requested permit. The Coordinator may refuse to accept an application submitted fewer than ten (10) working days prior to any filming activity and may deny an application accepted for processing that was submitted fewer than ten (10) working days prior to any filming activity when, in the reasonable discretion of the Coordinator, the processing of the application is not feasible.

At a minimum, Applicant shall provide the following information:

1. Applicant's contact information, including the name and phone number for a 24-hour contact person.
2. Project information including the filming locations, dates and time.
3. Description of proposed parking arrangements for vehicles and equipment.
4. Description of the type of sound equipment to be used and the timing of the use of amplified sound.
5. Information on any special effects to be used. A fire watch may be required of the Newton County Fire Service. See Section 32-312 below.
6. Details of planned lane or road closures, including required detours and traffic control plans. Emergency vehicle access shall be maintained at all times. Road closures require on-duty POST certified law enforcement officers on site as determined and directed by the Newton County Sheriff's Office, at the production company's expense.
7. Applicant's security plan. If necessary to address public safety considerations, Applicant may be required to hire off-duty POST certified law enforcement officers as determined and directed by the Newton County Sheriff's Office. See Section 32-312 below.
8. Each application shall be accompanied by fees in accordance with the fee schedule as identified in Section 32-312 below. Except as set forth below, all fees shall be nonrefundable.

Section 32-305 Issuance of permit or authorization; conditions.

The Mansfield Film Coordinator, or designee, shall issue a permit or authorization as provided for in this chapter when, from a consideration of the application, and from such other information as may be otherwise obtained, the Coordinator, after consultation with the Newton County Sheriff's Office, the Newton County Fire Service, and Mansfield public works department, finds that:

1. The conduct of such activity will not unduly interfere with traffic or pedestrian movement or endanger public safety and that no streets will be completely closed to traffic for an unreasonable period of time; and
2. The conduct of such activity will not unduly interfere with normal governmental operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by Applicant; and
3. The conduct of such activity will not constitute a fire hazard or any other type of hazard and all safety precautions will be taken as determined by the heads of the aforementioned departments or their designees.

Notwithstanding the above, the Coordinator may deny an application if:

1. The Applicant production company owes an outstanding debt to the City; or
2. The Applicant production company previously caused significant damage to City property and failed to adequately repair the damage or reimburse the City for repair or restoration; or
3. The Applicant previously violated a Mansfield ordinance or other applicable federal or state law in connection with filming activity in City.

The decision of the Coordinator to issue, conditionally issue, or deny a permit or authorization shall be final unless appealed in writing within five (5) working days of the decision to the Mayor. The Mayor will render a decision to issue, conditionally issue or uphold the denial of a permit or authorization within two (2) days of the appeal. The decision of the Mayor will be final.

When more than one permit application is received for filming at the same location at the same time, and the Coordinator reasonably determines both productions cannot occur, the first complete application that is received by the City shall receive priority as to the requested location and time. The Coordinator shall make reasonable efforts to accommodate any other applications to identify alternative suitable filming locations and times. Any fees paid by an unsuccessful applicant due to the unavailability of a requested filming location shall be fully refundable, notwithstanding any provision in this ordinance to the contrary.

Section 32-306 Cost of additional services.

If deemed necessary, additional law enforcement, code enforcement, fire, and other City services shall be required for the purpose of protecting, assisting and regulating the proposed activity. The reasonable cost of providing such additional services shall be paid in advance to the City by Applicant.

Section 32-307 Insurance.

Applicant agrees to maintain the following insurance for any permit to film on City property, utilize City right-of-way, or utilize City vehicles or equipment:

Coverage Limits

1. Worker's Compensation
 - a. Statutory Benefits (Coverage A) Statutory
 - b. Employers Liability (Coverage B) \$500,000 Each Accident
 - c. \$500,000 Disease/Employee
 - d. \$500,000 Disease/Policy

2. Automobile Liability
 - a. Owned Vehicles \$1,000,000
 - b. Non-owned Vehicles \$1,000,000
 - c. Hired Vehicles \$1,000,000

3. Commercial General Liability Aggregate Limit
 - a. Each Occurrence Limit \$2,000,000
 - b. Products/Completed Operations \$1,000,000
 - c. Personal / Advertising Injury \$1,000,000
 - d. Damage to Rented Premises \$100,000
 - e. Medical Payments \$5,000

All insurance shall be provided by an insurer(s) acceptable to the City and shall name Mansfield as an additional insured on the general liability, auto liability. Applicant shall include a certificate or policy of insurance evidencing compliance with these requirements.

Section 32-308 Hold Harmless Agreement.

Applicant shall execute an indemnification and hold harmless agreement as provided by the City prior to the issuance of any permit.

Section 32-309 Conditions; restrictions.

1. Applicant shall maintain a copy of the permit or authorization on-site at all times.
2. Applicant shall comply with any and all conditions or restrictions the City may impose as a condition to issuing a permit or authorization. No changes in conditions or restrictions shall be made without first obtaining written approval of the Mansfield Film Coordinator, which approval shall not be unreasonably withheld.
3. Applicant shall have nonexclusive use of City facilities unless otherwise granted in writing.
4. Mansfield and its agents are not responsible for disturbances caused during film activities.
5. Filming in residential areas.
 - a. Filming shall be conducted between the hours of 7:00 a.m. and midnight. All set up, filming and take down shall occur during these hours unless all residents within 200 linear feet of the filming location are notified and compensated by Applicant at a rate of \$50 per each day of film activity. No exceptional activities such as pyrotechnics or explosions shall be conducted between midnight and 7:00 a.m.

- b. Impacted residents shall be notified in writing at least three (3) days in advance of filming of any road closures and shall be compensated by Applicant at a rate of \$100 per day for their inconvenience. Such notification shall include information regarding the relevant filming location, as well as the use of any special effects.
6. Filming in business areas.
 - a. Impacted businesses shall be notified in writing at least three (3) days in advance of any filming that may impede customer access to such businesses. If customer access to a business is directly impeded during business hours, the business owner shall be compensated by Applicant at a rate of \$200 per day for filming activity, including set up, filming and take down.
 - b. If a business is otherwise affected by the filming, compensation will be decided between the filming company and the business owner.
7. Permits are not transferable.
8. Permit Modifications.
 - a. All filming activity shall be confined to the locations, times, and conditions specified in permit.
 - b. Any Applicant seeking to modify a previously issued permit shall submit such request to the Coordinator in writing no later than one full business day in advance of the effective date of a permit.
 - c. There shall be no additional application fee associated with modifying a permit when, in reasonable discretion of the Coordinator, the requested modification is not material. For the purposes of this ordinance, a "material" change means that the processing of the requested change will result in the expenditure of City staff time or services that is more than *de minimus*.
 - d. Where an Applicant requests a material modification to a filming permit at least three (3) days in advance of the effective date of such permit, there shall be no additional application fee for the processing of such modification.
 - e. Where an Applicant requests a material modification to a filming permit fewer than three (3) days in advance of the effective date of such permit, the Applicant must pay a \$500 rush fee for the processing of such modification.
 - f. Where an Applicant notifies the City at least three (3) days in advance of the effective date of a permit of a modification or cancellation resulting in the decrease or elimination of fees for filming in a Mansfield facility, the Applicant shall be entitled to a refund of fifty percent (50%) of the relevant facility fee.
 - g. Any request to modify a permit that results in additional fees shall be accompanied by payment for any applicable fees at the time of the submission of the request.
9. Special Effects, Fire, Explosives, and Similar Devices. No filming involving the use of fire, explosives, pyrotechnics, smoke machines, or other similar special effects may be permitted unless

specifically approved by the Newton County Fire Service. If, in the reasonable discretion of the Newton County Fire Service, a fire watch is required, Applicant shall be responsible for paying fees for the supervision of any film activity involving fire, explosives, pyrotechnics, smoke machines, or other similar special effects by a Newton County firefighter.

10. Applicant shall not remove, cut, trim, or otherwise alter the vegetation on Mansfield land in connection with any filming activity unless specifically authorized in writing.
11. Security. Applicant's security plan is subject to approval by the Newton County Sheriff's Office. If necessary to address public safety considerations or the security of City facilities, Applicant may be required to hire off-duty POST certified law enforcement officers as determined and directed by the Newton County Sheriff's Office.
12. In advance of the issuance of any permit, the Coordinator may schedule a meeting with the Applicant and any applicable Mansfield Department Heads, or in the absence of any Department Head, his or her designee. Participation may be in person or via teleconference. Such meeting shall occur to coordinate the approval of any filming activity and to determine any additional requirements necessary for the approval of the permit application. The City reserves the right to require any additional reasonable requirements identified by the Coordinator or any Mansfield Department Heads, or in the absence of any Department Heads, his or her designee, to address concerns regarding filming activities.

Section 32-310 Cleanup/restoration.

1. For filming on City owned property, Applicant shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use, maintenance of the area and the cleanup of trash and debris. The areas used shall be cleaned of trash and debris to City's satisfaction within two (2) hours of the completion of the activity or within such other time established in the permit. Applicant shall be responsible for restoring any area damaged or disrupted before leaving the site, reasonable wear and tear excepted. If, after notice and a reasonable opportunity to provide repairs, the site is not repaired or restored to the City's reasonable satisfaction, the City shall have the necessary restoration and/or repairs performed and shall bill Applicant for any reasonable costs incurred by the City. Applicant shall reimburse City for the reasonable cost of such work within thirty (30) days of receipt of the invoice.
2. Applicant shall be responsible for repairing damage to any public right-of-way to the satisfaction of the City, as determined in the City's reasonable discretion.

Section 32-311 Rights of Permittee.

Upon issuance of a permit to an Applicant, the City grants to Applicant the following rights with respect to the filming location ("Premises") specified in the permit application:

1. To enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing (still or moving) scenes live or on tape, film or by any other process on the Premises during the term specified in the permit.
2. To photograph (still or moving) and record the exterior and interior of buildings, ("Buildings") and other structures ("Structures"), including, but not limited to, signs, furniture, and pictures contained in or on such Buildings and/or Structures, which are on the Premises and to photograph (still or moving) and record any animals on the Premises.

3. To change the location of and/or replace furnishings in Buildings located on the Premises for the purpose of photographing (still or moving) and recording scenes pursuant; provided however, that Production Company shall return and put back all such furnishings to their rightful place prior to vacating the Premises.
4. To use the name of the Premises and/or the name of any Buildings or Structures located on the Premises or to represent each of the foregoing as another real or fictional location, or use a fictional name, in connection with Applicant's use of the recordings and photographs (still or moving).
5. To construct and photograph a set duplicating all or part of the Premises and Buildings or Structures (including but not limited to, any signs or any interiors of Buildings and Structures).
6. To use all recordings and photographs (still or moving) made by Applicant pursuant to the permit in all media now known or hereafter devised throughout the universe, in perpetuity, including the in-context advertising and promotion of the Project and customary in-context clip licensing and freely assign such rights.
7. To remove any and all of its sets, structures, and other materials and equipment from the Premises upon completion of the term of this Agreement.
8. Nothing in this Ordinance shall be interpreted in any way to limit the police power of the City.

Section 32-312 Fee Schedule and Payment Obligations:

1. Fees for filming in a Mansfield facility:
 - a. \$750 per day for **preparation**, construction, take down, and clean up in all.
 - b. \$1000 per day for **filming** in all locations.
 - c. Access to the building after hours requires two on-duty deputies at a fee of \$40 per hour per deputy with a four (4) hour minimum
 - d. City attendant is required to be on site at a rate of \$25.00 per hour for 8 hours, \$30.00 per hour after 8, and \$40.00 per hour after 12 paid by the film staff.
 - e. Special Permitting or Special Circumstances: City Attendant will be paid at a rate to be negotiated between the City Attendant and the film staff not to exceed \$40.00 per hour
2. Fees and conditions for use of Newton County Fire Service Vehicles and Equipment Use shall be determined by Newton County in its Newton County Film Ordinance (Section 32-204).
3. Newton County Fire Service Personnel (firefighters) shall be determined by Newton County in its Newton County Film Ordinance (Section 32-204).
4. Fees and conditions for use of Newton County Sheriff's Office Personnel shall be determined by Newton County in its Newton County Film Ordinance (Section 32-204).



Mansfield City Hall
3146 Highway 11 South, P.O. Box 35
Mansfield, Georgia 30055
770.786.7235 | www.mansfieldga.gov

City of Mansfield is a Camera Ready community and we welcome the opportunity to work with production companies. The City has numerous locations that will efficiently accommodate on-location filming.

Contact Jeana Hyde
Mansfield City Hall
jhyde@mansfieldga.gov
770-786-7235 (office)

Along with this information sheet you will find the documentation pertaining to the requirements for filming in City of Mansfield.

1. City of Mansfield Film Ordinance Section 32-301 Motion picture, television, and photographic production
2. City of Mansfield Film and Television Production Permit Application
3. Indemnification & Hold Harmless

Please review the ordinance as it will give you information regarding our requirements, regulations, and fee schedules. Complete the permit application and the Indemnification & Hold Harmless Agreement. Return to me along with the permit fee of \$50.00 to begin the application process.

FEES FOR FILM, TELEVISION AND VIDEO

Applicants seeking a permit to film in the City of Mansfield shall pay the required fees as shown in the fee schedule adopted by the City of Mansfield and its elected officials. Where set fees have been established, production companies will pay the same fee as the general public for the service or facility. Services for which a fee has not been established will be charged on the same basis of time, equipment and material. All fees are subject to change.

I. The City of Mansfield requires a \$200 processing charge for a film permit application to reimburse the City for the staff time required to review the application and provide conditions of approval. Please note, this fee is non-refundable if the application is cancelled or denied.

II. There are fees associated with the usage of certain City services or facilities. In certain circumstances the service fees may be waived at the discretion of the City Manager's Office for the following, should the City of Mansfield see substantial benefits:

- Productions conducted by a cable television company operating under a franchise granted by the City which are not conducted on public property, do not interfere with public rights-of-ways, and which involve fewer than two (2) motor vehicles.
- Productions for wholly charitable or educational (including student filming) purposes and from which no profit is derived, either directly or indirectly.
- Productions by city-sanctioned organizations

FEE	COST
Application Processing Fee	\$200 (non-refundable)
Single Street/Road Closure – No Law Enforcement	\$100
Single Street/Road Closure – With Law Enforcement	\$200
Full City Center Closure – No Law Enforcement	\$300
Full City Center Closure – With Law Enforcement	\$1000
Electrical Service Fee	\$150
Number of Additional Law Enforcement Fire Fighters	\$40 per hour per officer
Nonnie Needham Nature Trail	\$150



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FILM AND TELEVISION PRODUCTION PERMIT APPLICATION

Thank you for your interest in filming in Mansfield, GA. We respect the contributions that filming has provide to our city.

Please complete the following application to receive a film and television permit. A permit is required for any filming activity taking place within Mansfield, GA whether on public or private property.

Please fill in all the blanks, using "none" or "not applicable" where necessary. Return a completed copy of this application, along with a detailed map of proposed street closures and all other required documentation to Jeana Hyde, P.O. Box 35, Mansfield, GA 30055 or by email at jhyde@mansfieldga.gov at least 10 business days before the filming activity takes place. Early application submission is recommended, as all permits are issued on a first-come, first-served basis.

Contact Information

Production Company	Project Title	Type of Production <small>(e.g. Feature Film, TV Series, Commercial, etc.)</small>
Permanent Company Address		Business Telephone
Email	Name and Title of Location	Cell Phone Number
Local Company Address		Alternate Phone Number

Project Information

City of Mansfield Filming Locations (Name and Full Address)		
Film Date(s)	Time(s)	Inclement Weather Alternative Date
Number in Crew	Number in Cast	Number of Extras



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Vehicles and Parking

Describe proposed parking staging area including base camp, crew parking and equipment placement. Include all public parking areas to be occupied by production: _____

Insurance

General Liability Insurance Carrier Name	Telephone Number
Automotive Liability Insurance Carrier Name	Telephone Number
Worker's Comp and Employer's Liability Insurance Carrier Name	Telephone Number

All productions are required to provide a certificate of liability insurance three days prior to filming. All applications must include certificates of insurance for at least the following amounts: general liability - \$1,000,000 per occurrence, \$2,000,000 aggregate limit; automotive liability - \$1,000,000, and worker's comp and employer's liability - \$500,000 per incident.

Amplified Sound

Do you plan to use amplified sound? Yes <input type="checkbox"/> No <input type="checkbox"/>	Type of Sound Equipment to be Used
Types of Sounds to be Amplified	
Start Time of Sound	End Time of Sound

Noise Ordinance Requirements

All of city limits has a noise ordinance from 10:00 p.m. – 7:00 a.m.



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Sound Effects

Check all that apply	
<input type="checkbox"/> Aerial	<input type="checkbox"/> Animals
<input type="checkbox"/> Construction	<input type="checkbox"/> Candles
<input type="checkbox"/> Open Campfire	<input type="checkbox"/> Explosions
<input type="checkbox"/> Tent	<input type="checkbox"/> Fire Effects
	<input type="checkbox"/> Gunfire
	<input type="checkbox"/> Stunt
	<input type="checkbox"/> Sparks
	<input type="checkbox"/> Other (Explain) _____
	<input type="checkbox"/> Cooking on Site
Location(s) of Special Effects	Pyro technician Name, License Number & Contact Information
Lighting: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, describe _____	

Water Activity

Describe proposed water use and water activities: _____

Traffic Engineering

Check all that apply		
<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Full Street Closure	<input type="checkbox"/> Sidewalk Closure
Location(s) of Closure		
Date(s) of Closure	Start Time(s) of Closure	End Time(s) of Closure

For full street closures, all affected residents must be contacted in writing, notifying them of your filming activities. Newton County Sheriff's Department must be on site, at the production company's expense, during all road closure activities. Emergency vehicle access must be maintained at all times. Upon completion of work, all City of Mansfield rights-of-ways must be left in pre-permit condition.



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Security Plan

Description of shoot (be as detailed as possible)		
Location(s)/Route (if there are any moving components)		
Security Plan Summary (Attach Plan of Action or briefly describe security plan to include, but not limited to crowd control, internal security and venue safety)		
Number of Officers Hired (POST-Certified off-duty law enforcement personnel only): _____		
Agencies Represented by Off-Duty Officers		
Lead Officer's Name	Telephone Number	
Traffic: Fixed <input type="checkbox"/> Mobile <input type="checkbox"/>	Crowd Control: Fixed <input type="checkbox"/> Mobile <input type="checkbox"/>	
Number of Barricades Required (provided by Applicant)		
Additional Private Security? Yes <input type="checkbox"/> No <input type="checkbox"/>	Company Contact Name	Telephone Number

Based upon the circumstances of the shoot, the applicant may be required to hire off-duty POST-certified police officers as determined and directed by the Newton County Sheriff's Department based upon public safety and security considerations. These officers must have the jurisdictional authority to enforce City ordinances and State law.

Park and Recreation Resources

Filming on Park Department property? Yes <input type="checkbox"/> No <input type="checkbox"/>	Specific Location(s)	
Date(s) of Filming	Start Time	End Time



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Film and Television Production Permit Guidelines

The following items must be submitted with your application for a City of Mansfield Production Permit:

1. Certificate of insurance coverage for general liability, automotive liability and worker's comp and employer's liability.
2. A check made payable to the City of Mansfield in the amount of \$200.00 for the general Film and Television production Permit.
3. A check made payable to the City of Mansfield for any additional fees, if applicable.

Return the completed application and additional required information in person to Mansfield City Hall; or by mail attention Jeana Hyde to P.O. Box 35, Mansfield, GA 30055, or by email at jhyde@mansfieldga.gov. The application must be received by the city no later than 10 days before filming.

Terms and Conditions

The applicant must agree to all the terms and conditions set forth in the permit, including without limitation compliance with the following rules:

1. The undersigned hereby acknowledges responsibility for adherence to all of the terms and conditions hereof as well as all Federal and State laws and City of Mansfield ordinances.
2. The undersigned assumes liability for any and all damages occurring as the result or in connection with the undersigned's use of any City of Mansfield property.
3. The undersigned acknowledges that the City of Mansfield assumes no liability for any damages, injuries, or expenses incurred as a result of or in connection with the above described event.
4. The undersigned certifies that the information contained herein and in the application form is true and correct.
5. All applicants must submit a security plan that is approved by the City of Mansfield and/or Newton County Fire Services or his/her designee. Based upon the circumstances of the shoot, the applicant may be required to hire off-duty POST-certified police officers as determined and directed by the Newton County Sheriff's Department based solely upon public safety considerations. These officers must have the jurisdictional authority to enforce city ordinances and State law.
6. Any and all change requests must be received at least one business day prior to the shoot.
7. The applicant must obtain insurance coverage for the shoot.
8. If permission is granted by the city, a written permit will be issued including time, date and location of filming and acceptable activities within the scope of the permit.

Company Name:

By: _____

Authorized Company Signature
(Name and Title)



Mansfield City Hall
3146 Highway 11 South, P.O. Box 35
Mansfield, Georgia 30055
770.786.7235 | www.mansfieldga.gov

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is effective as of this ___ day of _____, 20___, by and between **CITY OF MANSFIELD, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mansfield City Council, and _____ [insert full legal name], a _____ [insert State where Consultant entity was formed (e.g., Georgia) and the type of entity (e.g., corporation, limited liability company, partnership, etc.)], (“Applicant”), collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, the Applicant desires to obtain a film and television production permit from the City; and

WHEREAS, a permit is required for any filming activity taking place within unincorporated City of Mansfield; and

WHEREAS, the City requires that any applicant for a film permit sign an indemnification and hold harmless agreement for the benefit of the City; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, for and in consideration of receiving a film and television production permit to film within unincorporated City of Mansfield, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Applicant hereby covenants and agrees to take and assume all responsibility for any activity connected with the Applicant’s filming within City of Mansfield. The Applicant shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of any production pursuant to the issuance of any film and television production permit. Applicant shall defend, indemnify, and hold harmless the City and the City’s elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, and volunteers (individually and “Indemnified Party” and collectively the “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the production referenced in the permit or operations by the Applicant, any subcontractor, anyone directly or indirectly employed by the Applicant or subcontractor or anyone for whose acts the Applicant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Applicant, its subcontractor, anyone directly or indirectly employed by the Applicant or subcontractor or anyone for whose acts the



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Applicant or subcontractor may be liable, the indemnification obligation set forth in the provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Applicant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of the permit, provided that the claims are based upon or arise out of actions or omissions that occurred in the connection of the production referenced in the permit.

APPLICANT:

By: _____

Its: _____

(Must be executed by the Location Manager or above)

Section X.C of the Employment Handbook of Mansfield, Georgia dated September 2012, as amended, is hereby amended to add Section 6: Parental Leave Policy

6. Parental Leave. Paid parental leave is granted to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. An employee may receive up to six (6) weeks of paid parental leave during any "rolling" 12-month period, measured backward from the date that any Parental Leave was utilized. Paid parental leave taken under this policy will run concurrently with leave under FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under FMLA will apply. The total amount of leave granted to the employee under FMLA will not exceed 12 weeks during the 12-month FMLA period. After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employee's accrued sick, annual, or compensatory leave. Upon exhaustion of accrued sick, annual or compensatory leave, any remaining leave will be unpaid leave. If a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday will not extend the total paid leave entitlement.

Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay, to be paid on Mansfield's regularly scheduled pay dates. Approved paid parental leave may be taken at any time during the three-month period immediately following the birth, adoption or placement of the child for adoption. Paid parental leave may not be used or extended beyond the three-month time frame. Any unused paid parental leave will be forfeited at the end of the three-months. Upon termination of employment with Mansfield, any unused paid parental leave for which the employee was eligible will not be paid out.

To be eligible an employee must:

- a. Be employed full-time with at least one (1) full year of service,
- b. Have worked at least 1,250 hours during the last 12 consecutive months, and
- c. Have given birth to a child, be the spouse of the individual who has given birth to a child, or adopted a child (adopted child must be age 17 or younger), and
- d. provide their supervisor with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible); however,
- e. Employee parents of the same child working in the same department may not use paid parental leave at the same time.

Effective Date: [Effective Date]

Jeana Hyde

From: D. Scott Cole <scole@hallboothsmith.com>
Sent: Wednesday, October 28, 2020 1:11 PM
To: Jeana Hyde
Cc: GW Davis Jr
Subject: RE: GMA Guidance on HB 879, Alcohol Licensing [IWOV-imate.FID454777]

Jeana-

The City Council need to decide what it wants to do regarding home delivery. Do you know whether the City Council would like to prohibit all home delivery of alcoholic beverages? If not, does the City Council want to treat distilled spirits (liquor) differently than beer and wine?

Thanks.

Scott Cole

Hall Booth Smith, P.C.
D: 404.954.6924
C: 404.502.0082
E: scole@hallboothsmith.com



From: Jeana Hyde <jhyde@mansfieldga.gov>
Sent: Wednesday, September 30, 2020 12:34 PM
To: D. Scott Cole <scole@hallboothsmith.com>
Cc: GW Davis Jr <gwdavis@mansfieldga.gov>
Subject: FW: GMA Guidance on HB 879, Alcohol Licensing

Scott,

Do we need to amend our Ordinance?

Jeana

From: Pam Helton <MSConsulting@gmanet.com>
Sent: Wednesday, September 30, 2020 12:18 PM
To: Jeana Hyde <jhyde@mansfieldga.gov>
Subject: GMA Guidance on HB 879, Alcohol Licensing

Dear Jeana,

During the 2020 Legislative session, comprehensive alcohol legislation was enacted by the General Assembly and signed by Governor Kemp. This legislation, HB 879, amends procedures for alcohol licensing, authorizing Sunday Sales at 11am, distance requirements to colleges, delivery of alcohol, and tastings of alcohol in licensed establishments. This is a very complex bill and, as a result, GMA's legal staff have provided the linked guidance and prepared relevant sample ordinances for your review. The information can be found here on the GMA website.

Please review the information with your city attorney before making any changes to your existing alcohol ordinance

provisions. This email is being distributed to mayors, city managers and city clerks. Please forward this email to others in your organization who may have an interest in the new alcohol law.

Thank you,

Pam Helton
Director, Member Services

Until further notice, many attorneys and support staff in our office will be working remotely. To help us with this process, please refrain from sending written correspondence via mail when possible and instead direct all communications to us via email. If something requires shipment to our office, please notify us via email so that it can be promptly addressed.

CONFIDENTIALITY NOTICE: This e-mail communication, including any attached files, was sent by or on behalf of the firm and may contain material that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. This Communication is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering this Communication to the intended recipient, you are prohibited from retaining, using, disseminating, forwarding, printing, or copying this Communication. If you have received this Communication in error, please immediately notify the sender via return e-mail or telephone.

This document is not meant to be legal advice and should not be treated as such. GMA strongly recommends that city officials consult with their city attorney before taking any action utilizing the provisions available in HB 879 to allow for earlier hours of Sunday sales of alcohol for consumption on the premises, or any other provisions of the Legislation.

Model Guidance for the Comprehensive Alcohol Legislation - HB 879 (2020)

On August 3, 2020, Governor Kemp signed HB 879 (hereinafter “the Legislation”) into law. The Legislation amends the state laws governing five categories of alcohol regulation: centralized permitting, Sunday sales of alcohol, home delivery of alcohol, local control of distance requirements, and pouring events at package stores.

The most impactful change implemented by the Legislation is that now, packaged goods retailers may deliver, within the boundaries of the local jurisdiction, malt beverages and wine in unbroken packages if they have been lawfully sold and purchased by an individual for personal use (see O.C.G.A. §3-3-10(b)), unless such deliveries are otherwise prohibited by local ordinance or resolution. They may only deliver to the address designated by the individual purchaser. A packaged goods retailer is defined as a person licensed under O.C.G.A. § 3-3-10(a)(7) to sell alcoholic beverages in unbroken packages for consumption off premises. This definition excludes entities that are manufactures of alcoholic beverages, carriers, shippers, or persons that take delivery of alcoholic beverages from a retailer or manufacturer. Additionally, a licensed retail package liquor store that is also a packaged goods retailer may deliver distilled spirits under the same stipulations as those that are not licensed retail package stores (see O.C.G.A. §3-3-10(d.1)). Examples of packaged goods retailers that are authorized to deliver malt beverages, wine, or distilled spirits (depending on their designation) include grocery stores, restaurants, convenience stores, and stores selling distilled spirits.

The following provides more detailed information about the provisions of each Section of the Legislation:

Section 1 - Centralized Permitting

Pursuant to the Legislation, on or before January 1, 2021, the State Department of Revenue (hereafter the “Department”) is required to set up a state-wide, centralized permitting system for the purpose of streamlining alcohol permitting for both new state permits and renewals of state permits for all retailers (both “pour” and package).¹ Both

¹ O.C.G.A. § 3-2-7.1(a) (2020).

the department and local city and county governing authorities that issue such permits will be required to use the new state-wide application and renewal process.

Further, the centralized permitting section provides that the Department will prescribe uniform procedures and forms for initial applications and renewals to be used in the centralized process. Where local governing authorities have differing local procedures and rules such as different distance requirements, the Department will also provide for a process by which local authorities may upload documents into the new system for acceptance by the state.² When the applicant completes the process using the centralized system, the initial application or renewal will be sent simultaneously to the Department and to the local governing authority. The Department may require that a valid local license or permit be issued prior to granting a license at the state level.³

The centralized permitting process also affects how local fees are paid. Under the state-wide system, the process provides that, for the remittance and reporting of all fees for initial applications and renewals, the Department may require the applicant to pay the Department and the local governing authority separately at the time the application or renewal is submitted. Lastly, the Department, in its administration of the state-wide, centralized application process, will provide authorized users with access to the system. The Revenue Commissioner will adopt rules and regulations necessary to implement the state-wide application system.⁴ When the relevant regulations are made available GMA will analyze them and provide guidance on them to our member cities.

Section 2 - Sunday Alcohol Sales

Pursuant to Section 2 of the Legislation, in all counties or municipalities that have authorized, following a referendum, the sale of alcoholic beverages for consumption on premises (i.e. by the pour) on a Sunday from 12:30 p.m. to 12:00 a.m. (midnight) and the sale of either malt beverages and wine⁵, or malt beverages and wine and distilled spirits,⁶ on Sundays from 12:30 p.m. to 11:30 p.m., such governing authorities may, by resolution or ordinance, conditioned on approval by the electorate in a subsequent referendum, authorize the sale of alcoholic beverages both by the pour and package on Sundays from 11:00 a.m. until 12:00 a.m. (midnight). Pursuant to this legislation the governing authority may now extend the sale of both drinks by the pour and package sales by an extra hour and a half in one referendum rather than by holding two separate referenda. This is a

² O.C.G.A. § 3-2-7.1(b) (2020).

³ O.C.G.A. § 3-2-7.1(c) (2020).

⁴ O.C.G.A. § 3-2-7.1(c)-(f) (2020).

⁵ O.C.G.A. § 3-3-7(j.2)(1)(2020).

⁶ O.C.G.A. § 3-3-7(j.3)(1)(2020).

permissive provision that gives cities the option to do so but does not require that cities pass such a resolution.

The Legislation provides that in all counties or municipalities where retail sales of malt beverages and wine, but not distilled spirits have been authorized on Sundays from 12:30 p.m. to 11:30 p.m. pursuant to a referendum, and where sales of alcoholic beverages by the pour on Sundays from 11:00 a.m. to 12:00 a.m. (midnight) (including an additional hour and a half from 11:00 a.m. until 12:30 p.m.) have been authorized pursuant to a subsequent referendum the local governing authority may allow, by adoption of a resolution or ordinance (as appropriate), for package sale by retailers of malt beverages and wine on Sundays from 11:00 a.m. to 12:00 a.m. (midnight).⁷ O.C.G.A. §§ 3-3-7(p.1) and (q.1) both contain the line “[t]he provisions of this subsection are in addition to or cumulative of and not in lieu of any other provisions of this title relative to the sale of alcoholic beverages by retailers.” This language is somewhat confusing; however it appears to mean that cities may not skip over the requirement of having a first referendum on the sale of alcohol on Sundays from 12:30 p.m. before they hold a referendum on whether alcohol may be sold from 11:00 a.m. on a Sunday.

Further, this Legislation provides that in all counties or municipalities where retail package sales of malt beverages, wine, as well as distilled spirits have been authorized on Sundays from 12:30 p.m. to 11:30 p.m., pursuant to a referendum, and where sales of alcoholic beverages by the pour on Sundays from 11:00 a.m. to 12:00 a.m. (midnight) have been authorized pursuant to a subsequent referendum, the local governing authority may allow, by adoption of a resolution or ordinance (as appropriate), for package sales by retailers of malt beverages, wine, and distilled spirits on Sundays from 11:00 a.m. until 12:00 a.m. (midnight).⁸

As mentioned above, under this code section, if a municipality has not already held a referendum on the question of whether or not to allow Sunday sales of alcohol, the city must first hold a referendum to allow Sunday sales from 12:30 p.m. before they can hold a referendum on whether to allow Sunday sales from 11:00 a.m. This is because, municipalities derive their powers from the State, and as such may only exercise such powers as are expressly bestowed upon them by the State. Therefore, local referenda may only be held specifically as provided for by the General Assembly. The terms of O.C.G.A. § 3-3-7(j.2)(1) and O.C.G.A. § 3-3-7(j.3)(1)⁹ clearly state that local governments may only hold a referendum on the sale of alcohol from 11:00 a.m. on a Sunday if the

⁷ O.C.G.A. § 3-3-7(p.1)(2020).

⁸ O.C.G.A. § 3-3-7(q.1)(2020).

⁹ O.C.G.A. § 3-3-7(j.2)(1) provides for the sale of malt beverages and wine only, by both the “pour” and the package. O.C.G.A. § 3-3-7(j.3)(1) provides for the sale of malt beverages, wine, as well as distilled spirits by the “pour” and the package.

governing authority has already held a referendum to approve Sunday sales beginning at 12:30 p.m. Therefore, it appears that in order to avail themselves of alcohol sales from 11:00 a.m. on a Sunday local governments will have to have conducted a total of two referendums, the first to allow Sunday sales from 12:30 p.m. and another to roll back the start time to 11:00 a.m. It is unclear whether the requirement of two consecutive referenda was intentional or created through an error in drafting, however, as written, this is what the law requires.

This portion of the legislation is effective from August 3, 2020.

Section 3 - Home Delivery of Alcohol

This Section of the legislation provides for the home delivery of sealed packages of alcohol by "package goods retailers" (defined above). Pursuant to the Legislation, a packaged goods retailer may sell and deliver malt beverages and wine in unbroken packages to an individual for personal use (but not for resale) unless such delivery is prohibited by a local ordinance or resolution.¹⁰ Additionally, retail package liquor stores that are also packaged goods retailers may deliver distilled spirits in unbroken packages if the products are sold to an individual for personal use (and not for resale), unless prohibited by a local ordinance or resolution.¹¹ While the legislation is ultimately silent on whether pour permit holders (i.e. restaurants) are eligible to deliver, the Department has indicated that all state license holders are eligible and this designation includes restaurants. Since restaurants are not retail package liquor stores, they will only be eligible to deliver malt beverages and wine, unless the local governing authority adopts an ordinance prohibiting such delivery. Restaurants are permitted to use their own website or apps for processing orders, and they can use websites or apps owned by third parties.

As described above, the Legislation provides that the revenue commissioner is authorized to promulgate and enforce rules and regulations that it deems necessary to effectuate the delivery process. This includes providing rules and regulations governing the training of individuals making deliveries. The Department has indicated that instead of releasing traditional regulations, they are only providing the "Delivery of Alcoholic Beverages and Alcoholic Beverage Delivery Curriculum." This provides information and guidance for alcohol retail licensees, their employees, and third-party services on the delivery of alcoholic beverages. It also provides the minimum curriculum requirements for alcohol beverage delivery training courses. The Department will not deliver any additional guidance, and the rest of the process is left up to local governments. Once an entity (a

¹⁰ O.C.G.A. § 3-3-10(b)(2020).

¹¹ O.C.G.A. § 3-3-10(d.1)(2020).

licensed retailer, employee, or a third-party service) has completed a training that meets the minimum curriculum requirements, they are certified to deliver provided they meet all other requirements.

Deliveries made pursuant to this legislation can only be made within the municipal jurisdiction or unincorporated area of the county in which the package goods retailer is physically located. O.C.G.A. § 3-3-10(c) through O.C.G.A. § 3-3-10(d)(6) provides detailed requirements for who may purchase alcohol for delivery and how the deliveries must be made. The customer must establish and maintain an account with the package goods retailer in order to make a purchase of alcohol for delivery, and upon delivery must present a valid ID showing that they are over 21 years of age. Among other requirements the deliveries must be made by a person of 21 years of age or older who holds a valid Georgia driver's license and has been subject to a background check and criminal record check. A full list of the requirements can be found at O.C.G.A. § 3-3-10(b)(5).

Local governments will need to decide whether they want to develop different licenses for restaurants, such as a separate license for delivery or whether to allow them to deliver under their current “pour” license with no additional requirements. Local governments might also consider developing a hybrid license that allows for “pour” or retail sales (as applicable) as well as delivery under the same license, and what such a license and application process might entail.

This portion of the legislation is effective from August 3, 2020.

Section 4 - Local Control of Distance Requirements

Pursuant to O.C.G.A. § 3-3-21(a)(1)(B) no person may sell wine or malt beverages within 100 yards of any school building, school grounds, or college campus.¹² O.C.G.A. § 3-3-21(a)(1)(A) provides that any distilled spirits may not be sold within 100 yards of any church building or within 200 yards of any school building, educational building, school grounds, or college campus. Churches are not included in the beer and wine distance requirements. An extra layer of complexity is added to these broad restrictions by O.C.G.A. 3-3-21(b)(3), which allows for local governments to impose different distance requirements for the retail sale of alcoholic beverages for consumption on the premises only in relation to churches, schools and college campuses.

Section 4 of the Legislation provides that cities and counties may set their local distance requirements, with respect to college campuses, at less than the state boundary for retail package sales of alcoholic beverages for consumption off the premises. However, the

¹² This does not apply at any location which was licensed prior to July 1, 1981.

Legislation does not remove the broad restrictions of O.C.G.A. § 3-3-21(a)(1)(B) or O.C.G.A. § 3-3-21(a)(1)(A). As such, if the city or county does not have any distance requirements for retail package sales **for colleges** then the distance limit provided for by the state shall remain the effective distance. Therefore, this lifting of the distance requirement would only impact permit applicants which are (1) located within the state boundaries of a college campus, and (2) where the city previously had different distance requirements to those imposed by the state. Local governments and permit applicants should be aware that this Legislation is only applicable in this narrow practical application. Restaurants which want to begin selling by the package should be aware that they could be subject to local distance rules for consumption on the premises "pour" (if the local government has lessened standards for such) and still be subject to the 100 yard rule in O.C.G.A. § 3-3-21 (a)(1)(B) for packages sales from the restaurant. So, restaurants should not assume that just because they are outside the distance requirements to pour that they are also necessarily eligible for package sales.

Concerning the enforcement of the distance requirements, it is important that the distances are accurately calculated. The distance between the licensed premises and the protected location must be measured in accordance with Ga. Comp. R. & Regs. 560-2-2-.12. According to this rule, measurement of distances for alcoholic beverage licenses must be done from the front door of the establishment selling alcohol to the front door of the church, government-owned treatment center, or retail package store, or to the nearest property line of the real property being used for school or educational purposes. No matter what, at least one end of the measurements will always be a door. Thus, measurements cannot be made simply by using online maps but instead will always require individual measurement. It is important to take this into consideration when determining the amount of fees to be charged by the licensing local government to licensees as, although fees must be uniform for applicants, such fee schedule should represent the true cost of administering the application process.

Any restaurant now wanting to avail itself of a new municipal allowance for restaurants to sell beer and wine by the package would have to have measurements taken to comply with state or local distance requirements, as applicable.

Section 5 - Tasting Events at Package Stores

The Legislation provides for tastings of beer, wine, and distilled spirit to take place on the premises of a retail package liquor store, or a retail dealer. The legislation allows for tastings of small samples of beers, wines, or distilled spirits provided that the samples are of alcoholic products that are available for sale on the premises and that the samples are consumed in the presence of a representative of the store. The tasting must not take

place in the public area of the store but instead must be conducted “in an office, storage room, or other area of the licensed premises of the retail dealer that is closed to the public”. (More rules relating to how such tasting events must take place can be found in Section 7).

Section 6 – Exception to O.C.G.A. § 3-4-25 for Tasting Events

This Section of the Legislation provides for an exception to the earlier requirements of O.C.G.A. § 3-4-25 (which mandated that the holder of retail dealer's license sell only unbroken packages and prohibited against the breaking of packages on the retail dealer's licensed premises) so as to allow for tasting events as described above.

Section 7 – Requirements for Tasting Events

The Legislation provides rules for how the tasting events, as provided for in O.C.G.A. § 3-3-26 as amended by the Legislation, must take place. Following the Legislation, retail package liquor stores may conduct up to fifty-two (52) tasting events per calendar year. Tasting events may only take place during the hours that the licensed premises may lawfully sell unbroken packages of alcohol. Such tasting events must last no longer than four hours, with only one tasting event being held per day. Only one type of alcoholic beverage may be served at a tasting event, either malt beverages, or wine, or distilled spirits. However, more than one brand of each type of alcoholic beverage may be offered so long as not more than four packages are open at any one time. Packages opened for the purposes of providing samples may not be sold, but instead must be kept locked in a secure room or cabinet except when in use during a tasting event. The Legislation also provides limitations on how much of each type of alcoholic beverage may be served during each tasting, and under what circumstances food may be provided during the tasting event.

Pursuant to the Legislation, prior to holding a tasting event, the licensee must notify the governing authority of the county or municipality in which the licensed premises is located. However, the Legislation does not provide for the local governing authority to require a permit for such a tasting event, only that it be notified.

This model ordinance to provide for home delivery by an authorized package retailer of beer, wine, and/or distilled spirits is not and should not be treated as legal advice. This model ordinance has been developed in response to House Bill 879 from the 2019-2020 legislative session. You should consult with your legal counsel before drafting or adopting any ordinance and before taking any action based on this model.

MODEL LICENSED RESTAURANT ALCOHOL DELIVERY ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF _____, GEORGIA TO PROVIDE FOR HOME DELIVERY OF ALCOHOL BY AN AUTHORIZED PACKAGE RETAILER WHICH ALSO SELL ALCOHOL FOR CONSUMPTION ON THE PREMISES; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

(HB 879 states that an authorized package retailer with an on-premise pour license may provide for the home delivery of beer and wine unless prohibited by municipal resolution or ordinance. HB 879 further states that an authorized package retailer licensed to sell alcoholic beverages in unbroken packages for consumption off the premises, which is also a licensed retail package liquor store, may provide for the home delivery of beer, wine, and/or distilled spirits unless prohibited by municipal resolution or ordinance upon the effective date of HB 879. If a municipality wishes to prohibit such delivery by an authorized package retailer, they must pass an ordinance to prohibit the home delivery of alcohol in the municipal jurisdiction (see, below for model ordinance restricting the delivery of alcoholic beverages).)

SECTION ONE

That Section _____ of the
(Code of Ordinances), City of _____, Georgia, is hereby amended to
read as follows:

Sec. _____. Home Delivery of Alcohol.

- (a) For all purposes of this section, a “packaged goods retailer” shall have the same meaning as provided in O.C.G.A. §3-3-10.
- (b) No packaged goods retailer with only a “on-premise” permit shall be permitted to engage in delivery operations without first obtaining a proper alcohol license from the city pursuant to the same procedures as are set forth in Section _____.

CHOOSE ONE OF THE BELOW THREE OPTIONS

1. In addition to any authorizations provided by state law, on-premise pour permit holders can apply for a "restaurant delivery license" to allow on-premise permit holders to deliver package beer and wine under the provisions of O.C.G.A. § 3-3-10.

OR

1. In addition to any authorizations provided by state law, on-premise pour permit holders can apply for a separate license to allow for the delivery of package beer and wine under the provisions of O.C.G.A. § 3-3-10.

OR

1. In addition to any authorizations provided by state law, on-premise permit holders can provide for the home delivery of beer and wine under an existing on-premise pour license with a letter of intent to provide the service to the municipality.

(In cases where the municipality would create a hybrid license to allow for the delivery of beer and wine on an on-premise pour license, it is recommended to require such a permit on the first renewal after the effective date of HB 879, and allow the on-premise pour permit holder to provide for the home delivery of beer and wine with a notice of intent until their renewal date.)

SECTION TWO

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION THREE

This Ordinance shall become effective on _____, 20____.

SO ORDAINED, this _____ day of _____, 20____.

Approved:

Mayor

ATTEST:

_____ (SEAL)
City Clerk

This model ordinance restricting home delivery of alcoholic beverages is not and should not be treated as legal advice. This model ordinance has been developed in response to House Bill 879 from the 2019-2020 legislative session. You should consult with your legal counsel before drafting or adopting any ordinance and before taking any action based on this model.

MODEL ORDINANCE TO RESTRICT HOME DELIVERY OF ALCOHOL

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF _____, GEORGIA TO RESTRICT HOME DELIVERY OF ALCOHOL; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

*(HB 879 states that an authorized package retailer with an on-premise pour license may provide for the home delivery of beer and wine **unless prohibited by municipal resolution or ordinance**. HB 879 further states that an authorized package retailer licensed to sell alcoholic beverages in unbroken packages for consumption off the premises, which is also a licensed retail package liquor store, may provide for the home delivery of beer, wine, and/or distilled spirits **unless prohibited by municipal resolution or ordinance** upon the effective date of HB 879. This model ordinance can be used where a municipality wishes to prohibit the home delivery of alcohol in the municipal jurisdiction, or where the municipality wishes to only allow for the delivery of malt beverages and wine.)*

SECTION ONE

That Section _____ of the (Code of Ordinances), City of _____, Georgia, is hereby amended to read as follows:

Sec. _____. Home Delivery of Alcohol.

- (a) For all purposes of this section, a "packaged goods retailer" shall have the same meaning as provided in O.C.G.A. §3-3-10.

CHOOSE **ONE** OF THE BELOW THREE OPTIONS

2. Pursuant to O.C.G.A. § 3-3-10(b), City of _____, Georgia hereby prohibits the delivery of any alcoholic beverages by any packaged goods retailer or "licensed retail package liquor store" located within the municipal boundaries of the City of _____, Georgia.

OR

2. Pursuant to O.C.G.A. § 3-3-10(b), City of _____, Georgia hereby prohibits the delivery of any distilled spirits by any "licensed retail package liquor store" located within the municipal boundaries of the City of _____, Georgia.

SECTION TWO

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION THREE

This Ordinance shall become effective on _____, 20____.

SO ORDAINED, this _____ day of _____, 20____.

Approved:

Mayor

ATTEST:

City Clerk (SEAL)

**ECG – Year-End Settlement (YES) and Contract Payment Reimbursement Form
Fiscal Year 2020 (FY20)**

The FY20 Year-End Settlement refund from Electric Cities of Georgia (ECG) applicable to the City of Mansfield is \$1,697.58. The FY20 Contract Payment reimbursement applicable to the City of Mansfield is \$ 245.82. The total amount available for distribution is \$1,943.40.

Please complete the following form with respect to the distribution of the above refund. You may allocate all of your refund to one of the options or split the funds between the three options by indicating a dollar amount or percentage split. This election form is to be completed by your authorized official.

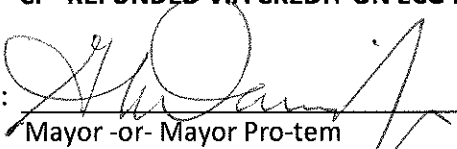
We hereby direct that ECG distribute the funds available from the FY20 Year-End Settlement and Contract Payment Reimbursement for Electric Cities of Georgia, Inc. as follows:

A. EDUCATION, TRAINING & DEVELOPMENT FUND* 100 % \$ 1,943.40

* These funds are specific to your utility, and you may use them for future training courses provided by ECG.

B. REFUNDED VIA CHECK _____ % \$ _____

C. REFUNDED VIA CREDIT ON ECG BILL _____ % \$ _____

By: 
Mayor -or- Mayor Pro-tem

Date: Nov 9, 2020

G.W. Davis, Jr.
Printed Name

Please return the form via mail, fax or e-mail scan based on the information below at your earliest convenience and no later than **November 13, 2020**. As a default, ECG will issue your refund via check for forms not received by the deadline.

Mail:
Electric Cities of Georgia, Inc.
Attention: Sallie Coleman
1470 Riveredge Parkway NW
Atlanta, Georgia 30328

Fax:
770.450.8496

E-mail:
scoleman@ecoga.org



Memorandum

Date: September 24, 2020
To: ECG Members
From: Sallie Coleman, Senior VP & CFO
Re: Fiscal Year 2020 (FY20) Year-End Settlement (YES) and Contract Payment Reimbursement

At the September 23, 2020 Electric Cities of Georgia (ECG) Board Meeting, the ECG Board approved the FY20 Financial Audit, the related YES amounts and the Contract Payment reimbursement for each ECG Member.

The Final ECG FY20 YES total was \$501,480

ECG determined the FY20 YES as the amount of actual ECG revenue earned over expenses and allocated to Members based on their allocations for each service.

The ECG FY20 Contract Payment reimbursement was \$69,460

When ECG first spun off from MEAG Power in 2009, the 52 ECG members provided us with startup funding for working capital. The current Inter-Participant Contract requires ECG to pay that funding back over time using net revenues received from 3rd parties. Each fiscal year we determine that amount and allocate it ratably back to each Member based on the initial contributions in 2009. We refer to this payment as a Contract Payment reimbursement.

ECG Members will have three options for distribution of their FY20 YES and Contract Payment funds:

- 1) Allocation of the funds into a Member-specific Education, Training and Development Fund.
- 2) A refund check.
- 3) Credit to next succeeding ECG bill(s).

Each Member must make their individual choice as to which option they prefer, and remember, you may use any combination of options as long as the total equals 100% of your FY20 YES.

Attached to this memo is your FY20 YES and Contract Payment Reimbursement Election Form. Please complete the form, have one of your Authorized Officials sign and date for approval and then return it via mail, fax or e-mail based on the information below at your earliest convenience and no later than **November 13, 2020**. As a default, ECG will issue refund checks for forms not received by the deadline.

Mail:
Electric Cities of Georgia
Attention: Sallie Coleman
1470 Riveredge Parkway NW
Atlanta, Georgia 30328

Fax:
770.450.8496

E-Mail:
scoleman@ecoga.org

I want to thank all ECG Members for your continued support of our services and the value they provide.

AUTHORIZATION AGREEMENT
Year 2021 Annual Subscription
Under Supplemental Power Supply Policy
between
Municipal Electric Authority of Georgia
and
CITY OF MANSFIELD
(Participant)

In accordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant hereby elects to: (all Participants must elect one option and return)

- (i) Designate MEAG as its agent to nominate and acquire any combination of resources to optimize their Supplemental Power Supply Requirements. Please specify agency limitations if any, _____;
- (ii) _____ Subscribe to one or more of the power supply alternatives identified in the attached Nomination Form in specific amounts;
- (iii) _____ Acquire the necessary resources for its Supplemental Power Supply Requirements itself;
- (iv) _____ I do not wish to make any additional purchases at this time;
- or
- (v) _____ Nominate my excess capacity for supplemental at \$12.30/kW-Yr plus the hourly energy market price or for reserves at \$8.52/kW-Yr at DP. Supplemental will be allocated first, then any remaining amounts will be allocated to reserves. Please specify amount and limitations if any, _____.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at "market" prices from other Participants.

Participant agrees to and accepts the above nomination, this 9 day of NOV, 2020.

Participant: CITY OF MANSFIELD
By: [Signature]
MAYOR
Mayor or other authorized representative

Supplemental Supply Nomination Form

Participant

Product	Forecast Option/Capacity Price (\$/kW-Yr) @ DP		Forecast Energy Price (\$/MWh) @ DP		Participant Subscription (MW) @ DP	Comments
	Bud	High	Bud	High		
Energy Products						
Short Term (1 mo - 364 dy)						
3 Month 5x16 (Jun-Aug)			31.01	34.12		Firm Liquidated Damages, Low risk
3 Month 7x24 (Jun-Aug)			26.05	28.66		Firm Liquidated Damages, Low risk
Medium Term (1 - 5 yr)						
Annual 5x16 (2021)			29.61	32.57		
Annual 7x24 (2021)			25.17	27.69		Firm Liquidated Damages, Low risk
Capacity Products						
Reserve Capacity (Jun-Aug)	8.52	9.80				Purchased from other Participant or from off-system at no more than the high price
Supplemental Capacity (2021)	12.30	15.38	Hourly Mkt. Price			Purchased from other Participant or from off-system at no more than the high price

**Supplemental Needs
City of Mansfield
KW at Delivery Point**

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Coincident Peak Reserves	1,547	1,652	1,655	1,657	1,658	1,660	1,662	1,663	1,665	1,667
	166	182	182	182	182	183	183	183	183	184
Requirements	1,713	1,834	1,837	1,839	1,841	1,843	1,845	1,846	1,848	1,850
Own Resources	-	-	-	-	-	-	-	-	-	-
Supplemental Purch	-	-	-	-	-	-	-	-	-	-
SEPA	370	370	370	370	370	370	370	370	370	370
Wansley CC	-	-	-	-	-	-	-	-	-	-
Wansley	-	-	-	-	-	-	-	-	-	-
Scherer	421	421	421	421	421	421	421	421	421	421
Hatch	82	82	82	82	82	82	82	82	82	82
Vogtle	156	156	156	156	156	156	156	156	156	156
Project 1-4	658	658	658	658	658	658	658	658	658	658
Vogtle 3&4	-	151	301	301	301	301	301	301	301	301
IPT/Other	-	-	-	-	-	-	-	-	-	-
Resources	1,028	1,179	1,329	1,329	1,329	1,329	1,329	1,329	1,329	1,329
Excess/(Deficit)	(685)	(655)	(508)	(509)	(511)	(513)	(515)	(517)	(519)	(521)
% Reserves	-43.2%	-36.1%	-24.5%	-24.6%	-24.7%	-24.8%	-24.9%	-25.0%	-25.1%	-25.2%
Deficit Reserve Capacity	(166)	(182)	(182)	(182)	(182)	(183)	(183)	(183)	(183)	(184)
Deficit Supplemental Capacity	(519)	(473)	(326)	(327)	(329)	(330)	(332)	(334)	(335)	(337)



October 22, 2020

City of Monroe, Georgia
Attn: Honorable John Howard, Mayor
215 North Broad Street
Monroe, GA 30655

City of Mansfield, Georgia
Attn: Honorable G. W. Davis Jr., Mayor
3146 Highway 11
Mansfield, GA 30055

**Re: MEAG Power Sale of Excess Capacity to the City of Mansfield
on Behalf of the City of Monroe**

Dear Mayor Howard and Mayor Davis:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Monroe, Georgia ("Monroe"), and the City of Mansfield, Georgia ("Mansfield") for MEAG Power's sale on behalf of Monroe of certain excess capacity to Mansfield pursuant to Section 312 of the Power Sales Contract between MEAG Power and Monroe. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Monroe and Mansfield, it is understood and agreed that:

(1) Sale of Excess Capacity by MEAG Power on Behalf of Monroe.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Monroe, Monroe has declared capacity in the amount of 532 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Monroe has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Mansfield.

(b) This Sale Amount shall not reduce Monroe's cost obligations under the Power Sales Contract and Monroe shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Mansfield for the Sale Amount pursuant to this Letter Agreement shall be credited to Monroe's obligation to MEAG Power to pay for its Entitlement Share.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

(2) **Purchase of Excess Capacity by Oxford.** Oxford agrees to purchase the Sale Amount for a price of \$6.00 per kW-year (the "Contract Price"). MEAG Power shall bill Oxford for such amount and Oxford shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Oxford.

(3) **Costs.** Monroe shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Monroe to enable it to verify any such costs.

(4) **Indemnification.** Monroe hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Monroe's sale of excess reserve capacity pursuant to this Letter Agreement.

(5) **Term.** The initial term of the sale of Monroe's excess capacity to Oxford pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2021 and end at 2400 hours on December 31, 2021. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Monroe's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Monroe and Oxford, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:



By:


James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MBAG 770-563-0300

mp

Agreed to and accepted, this ____ day
of _____, ____
Month Year

CITY OF MONROE

By: _____

ATTEST:

City Clerk

[SEAL]

Agreed to and accepted, this 9 day
of NOVEMBER, 2020.
Month Year

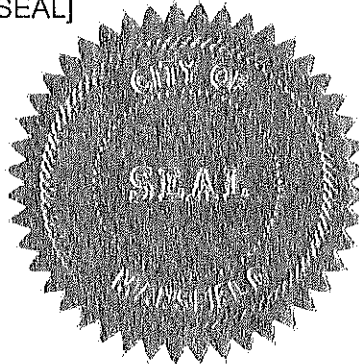
CITY OF MANSFIELD

By: GW Davis Jr.
GW DAVIS JR, MAYOR

ATTEST:

Jeanne T. Hyde, Clerk
City Clerk
JEANNE T HYDE, CLERK

[SEAL]



Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

mp

Agreed to and accepted, this 8th day
of December, 2020
Month Year

CITY OF MONROE

By: *John S. David*

ATTEST:

Debbie Kirk
City Clerk

[SEAL]

Agreed to and accepted, this ____ day
of _____, _____
Month Year

CITY OF MANSFIELD

By: _____

ATTEST:

City Clerk

[SEAL]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



HALL BOOTH SMITH, P.C.
ATTORNEYS AT LAW

Dargan "Scott" Cole, Sr.
Phone: (404) 954-6924
scole@hallboothsmith.com

191 Peachtree St. NE
Suite 2900
Atlanta, GA 30303-1775

December 1, 2020

VIA EMAIL and REGULAR MAIL

MEAG Power
Attn.: Pete Degnan
1470 Riveredge Parkway
Atlanta, GA 30328

RE: Opinion regarding the Inter-Participant Transactions with Monroe for (1) Excess Capacity for 2021 and (2) Excess Reserve Capacity for 2021
City of Mansfield, Georgia

Dear Mr. Degnan:

The purpose of this letter is to provide my legal opinion concerning the execution of those certain that certain Inter-Participant Transactions entered into by the Cities of Mansfield and Monroe and MEAG Power dated October 22, 2020 for (1) the MEAG Power Sale of Excess Reserve Capacity to the City of Mansfield on Behalf of the City of Monroe and (2) the MEAG Power Sale of Excess Capacity to the City of Mansfield on Behalf of the City of Monroe (collectively, the "IPTs"). I have conducted a thorough review of applicable law, including the Charter of the City of Mansfield and all applicable ordinances and resolutions of the City of Mansfield. I am also knowledgeable concerning the procedure utilized by the City of Mansfield in reviewing and approving the IPTs.

For the benefit of and reliance of each of the parties to the IPTs, I hereby opine as follows:

- (1) The process utilized by the governing body of the City of Mansfield in approving the IPTs complied in full with each of the requirements set forth in the City's Charter, ordinances and resolutions; and
- (2) The signatory of the IPTs on behalf of the City of Mansfield is fully authorized by applicable law to execute the IPTs on behalf of the City of Mansfield and that the City of Mansfield, upon execution, will be fully bound by the terms of the IPTs; and

I understand fully that the parties to the IPTs are relying upon this opinion in moving forward with this transaction.

ATLANTA, GA

ALABAMA | FLORIDA | GEORGIA | NEW JERSEY | NEW YORK | NORTH CAROLINA | SOUTH CAROLINA | TENNESSEE

HALL BOOTH SMITH, P.C.

MEAG Power
November 17, 2020
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to be 'DSC', written over a horizontal line.

Dargan Scott Cole, Sr.
Mansfield City Attorney

DSC/clh

cc: Jeana Hyde (via email)



RUSSELL P. PRESTON
R. MICHAEL MALCOM
PAUL L. ROSENTHAL
SALLY S. JARRATT
JESSE S. COUCH
DONALD A. WRIGHT, III

From the desk of
Paul L. Rosenthal, Esq.

plr@prestonmalcom.com

January 8, 2021

VIA EMAIL TO lbisig@meagpower.org
& USPS FIRST CLASS MAIL

MEAG Power
Attn.: Pete Degnan
1470 Riveredge Parkway
Atlanta, GA 30328

Re: Opinion Re: Enforceability of Inter-Participant Transactions
Our File No.: 05.247.01

Mr. Degnan,

My firm has the pleasure of representing the City of Monroe ("Monroe"). The purpose of this letter is to provide my legal opinion concerning the execution and enforceability of those certain Inter-Participant Transactions entered into by and between Monroe and the cities of Oxford, Griffin, Mansfield and Hogansville and MEAG Power dated October 22nd, 27th and 28th, 2020 ("IPTs"). These specific IPTs are the City of Mansfield Excess Reserve Capacity IPT, City of Mansfield Reserve Capacity IPT, City of Oxford Excess Reserve Capacity IPT, City of Oxford Reserve Capacity IPT, City of Griffin Reserve Capacity IPT, City of Hogansville Excess Reserve Capacity IPT and City of Hogansville Reserve Capacity IPT. I have conducted a thorough review of applicable law, including statutory and constitutional law of Georgia, the Charter of the City of Monroe, and all applicable ordinances and resolutions of the City of Monroe. I am also knowledgeable concerning the procedure utilized by the City of Monroe in reviewing and approving the IPTs.

For the benefit of and reliance of each of the parties to the IPTs, I hereby opine as follows:

110 Court Street
Post Office Box 984
Monroe, Georgia 30655
www.prestonmalcom.com

770.267.2503 • Real Estate Fax 770.267.3596 • Litigation Fax 770.267.2899

- (1) That the process utilized by the governing body of the City of Monroe in approving the IPTs complied in full with each of the requirements set forth in the City's Charter, ordinances and resolutions; and,
- (2) The signatory of the IPTs on behalf of the City of Monroe is fully authorized by applicable law to execute the IPTs on behalf of the City of Monroe and that the City of Monroe upon execution will be fully bound by the terms of the IPTs; and,
- (3) Upon execution, the IPTs will be a fully enforceable document legally binding the City of Monroe to the terms thereof.

I understand fully that the parties to the IPTs are relying upon this opinion in moving forward with this transaction.

Very truly yours,



Paul L. Rosenthal

PLR/llj

cc: Logan Propes (*via email only*)
Brian Thompson (*via email only*)



October 22, 2020

City of Monroe, Georgia
Attn: Honorable John Howard, Mayor
215 North Broad Street
Monroe, GA 30655

City of Mansfield, Georgia
Attn: Honorable G. W. Davis Jr., Mayor
3146 Highway 11
Mansfield, GA 30055

**Re: MEAG Power Sale of Excess Reserve Capacity to the City of Mansfield
on Behalf of the City of Monroe**

Dear Mayor Howard and Mayor Davis:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Monroe, Georgia ("Monroe"), and the City of Mansfield, Georgia ("Mansfield") for MEAG Power's sale on behalf of Monroe of certain excess reserve capacity to Mansfield pursuant to Section 312 of the Power Sales Contract between MEAG Power and Monroe. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Monroe and Mansfield, it is understood and agreed that:

(1) Sale of Excess Reserve Capacity by MEAG Power on Behalf of Monroe.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Monroe, Monroe has declared capacity in the amount of 171 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Monroe has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Mansfield.

(b) This Sale Amount shall not reduce Monroe's cost obligations under the Power Sales Contract and Monroe shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Mansfield for the Sale Amount pursuant to this Letter Agreement shall be credited to Monroe's obligation to MEAG Power to pay for its Entitlement Share.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

(2) **Purchase of Excess Reserve Capacity by Oxford.** Oxford agrees to purchase the Sale Amount for a price of \$6.00 per kW-year (the "Contract Price"). MEAG Power shall bill Oxford for such amount and Oxford shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Oxford.

(3) **Costs.** Monroe shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Monroe to enable it to verify any such costs.

(4) **Indemnification.** Monroe hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Monroe's sale of excess reserve capacity pursuant to this Letter Agreement.

(5) **Term.** The initial term of the sale of Monroe's excess reserve capacity to Oxford pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2021 and end at 2400 hours on December 31, 2021. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Monroe's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

(6) **Termination and Unwind.** If MEAG Power changes its policy concerning the computation of necessary reserve capacity from a "budgeted coincident peaks" standard to an "actual peaks" standard and such policy change goes into effect during the Term of this Letter Agreement, Monroe and Oxford shall be returned to their respective positions as if this Letter Agreement had not been entered into (e.g., Oxford shall receive a credit for amounts it paid pursuant to this Letter Agreement and Monroe shall be billed for all such amounts). Subsequently, this Letter Agreement shall terminate, except that Sections (3) and (4) shall remain effective.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Monroe and Oxford, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:



By:


James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

mp

Agreed to and accepted, this ____ day
of _____, _____
Month Year

CITY OF MONROE

By: _____

ATTEST:

City Clerk

[SEAL]

Agreed to and accepted, this 9 day
of NOVEMBER, 2020.
Month Year

CITY OF MANSFIELD

By: GW Davis Jr.

GW DAVIS JR, MAYOR

ATTEST:

JEANA T. HYDE
City Clerk JEANA T HYDE, CLERK

[SEAL]



Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

mp

Agreed to and accepted, this 8th day
of December, 2020.
Month Year

CITY OF MONROE

By: *John S. Havel*

ATTEST:

Debbie Kirk
City Clerk

[SEAL]

Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF MANSFIELD

By: _____

ATTEST:

City Clerk

[SEAL]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



HALL BOOTH SMITH, P.C.
ATTORNEYS AT LAW

Dargan "Scott" Cole, Sr.
Phone: (404) 954-6924
scole@hallboothsmith.com

191 Peachtree St. NE
Suite 2900
Atlanta, GA 30303-1775

December 1, 2020

VIA EMAIL and REGULAR MAIL

MEAG Power
Attn.: Pete Degnan
1470 Riveredge Parkway
Atlanta, GA 30328

RE: Opinion regarding the Inter-Participant Transactions with Monroe for (1) Excess Capacity for 2021 and (2) Excess Reserve Capacity for 2021
City of Mansfield, Georgia

Dear Mr. Degnan:

The purpose of this letter is to provide my legal opinion concerning the execution of those certain that certain Inter-Participant Transactions entered into by the Cities of Mansfield and Monroe and MEAG Power dated October 22, 2020 for (1) the MEAG Power Sale of Excess Reserve Capacity to the City of Mansfield on Behalf of the City of Monroe and (2) the MEAG Power Sale of Excess Capacity to the City of Mansfield on Behalf of the City of Monroe (collectively, the "IPTs"). I have conducted a thorough review of applicable law, including the Charter of the City of Mansfield and all applicable ordinances and resolutions of the City of Mansfield. I am also knowledgeable concerning the procedure utilized by the City of Mansfield in reviewing and approving the IPTs.

For the benefit of and reliance of each of the parties to the IPTs, I hereby opine as follows:

- (1) The process utilized by the governing body of the City of Mansfield in approving the IPTs complied in full with each of the requirements set forth in the City's Charter, ordinances and resolutions; and
- (2) The signatory of the IPTs on behalf of the City of Mansfield is fully authorized by applicable law to execute the IPTs on behalf of the City of Mansfield and that the City of Mansfield, upon execution, will be fully bound by the terms of the IPTs; and

I understand fully that the parties to the IPTs are relying upon this opinion in moving forward with this transaction.

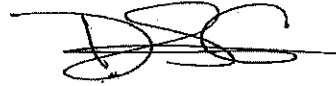
ATLANTA, GA

ALABAMA | FLORIDA | GEORGIA | NEW JERSEY | NEW YORK | NORTH CAROLINA | SOUTH CAROLINA | TENNESSEE

HALL BOOTH SMITH, P.C.

MEAG Power
November 17, 2020
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read 'DSC', with a horizontal line drawn through it.

Dargan Scott Cole, Sr.
Mansfield City Attorney

DSC/clh

cc: Jeana Hyde (via email)



RUSSELL P. PRESTON
R. MICHAEL MALCOM
PAUL L. ROSENTHAL
SALLY S. JARRATT
JESSE S. COUCH
DONALD A. WRIGHT, III

From the desk of
Paul L. Rosenthal, Esq.

plr@prestonmalcom.com

January 8, 2021

VIA EMAIL TO hbisig@meagpower.org
& USPS FIRST CLASS MAIL

MEAG Power
Attn.: Pete Degnan
1470 Riveredge Parkway
Atlanta, GA 30328

Re: Opinion Re: Enforceability of Inter-Participant Transactions
Our File No.: 05.247.01

Mr. Degnan,

My firm has the pleasure of representing the City of Monroe ("Monroe"). The purpose of this letter is to provide my legal opinion concerning the execution and enforceability of those certain Inter-Participant Transactions entered into by and between Monroe and the cities of Oxford, Griffin, Mansfield and Hogansville and MEAG Power dated October 22nd, 27th and 28th, 2020 ("IPTs"). These specific IPTs are the City of Mansfield Excess Reserve Capacity IPT, City of Mansfield Reserve Capacity IPT, City of Oxford Excess Reserve Capacity IPT, City of Oxford Reserve Capacity IPT, City of Griffin Reserve Capacity IPT, City of Hogansville Excess Reserve Capacity IPT and City of Hogansville Reserve Capacity IPT. I have conducted a thorough review of applicable law, including statutory and constitutional law of Georgia, the Charter of the City of Monroe, and all applicable ordinances and resolutions of the City of Monroe. I am also knowledgeable concerning the procedure utilized by the City of Monroe in reviewing and approving the IPTs.

For the benefit of and reliance of each of the parties to the IPTs, I hereby opine as follows:

110 Court Street
Post Office Box 984
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- (1) That the process utilized by the governing body of the City of Monroe in approving the IPTs complied in full with each of the requirements set forth in the City's Charter, ordinances and resolutions; and,
- (2) The signatory of the IPTs on behalf of the City of Monroe is fully authorized by applicable law to execute the IPTs on behalf of the City of Monroe and that the City of Monroe upon execution will be fully bound by the terms of the IPTs; and,
- (3) Upon execution, the IPTs will be a fully enforceable document legally binding the City of Monroe to the terms thereof.

I understand fully that the parties to the IPTs are relying upon this opinion in moving forward with this transaction.

Very truly yours,



Paul L. Rosenthal

PLR/jlj

cc: Logan Propes (*via email only*)
Brian Thompson (*via email only*)

City of Mansfield Comprehensive Plan

Community Meeting Facilitation Questions

Meeting/Group Name: _____

Date/Location: _____

Facilitator/Attendees: _____

Question 1: How should the community change over the next 5-20 years?

Question 2: What can the local government do to improve your quality of life?

Question 3: What is the MOST important factor to the community's future success?

Jeana Hyde

From: John Devine <JDevine@negrc.org>
Sent: Friday, October 30, 2020 1:51 PM
To: Jeana Hyde
Subject: Online Public Meetings Access / Focused Input Form
Attachments: Community-Meeting-Questions.pdf

Hi, Jeana,

In preparation for the online public meetings, I thought it might be helpful to type up some text that includes everything you need to post to the City’s website, share on social media, and email to community members, steering committee, and stakeholders. Please see below.

As an added resource for community input, I’ve put together a short, hard-copy form (attached) that the City can use to facilitate focus groups, individual conversations, or discussions as parts of already-scheduled meetings (community groups, clubs like Rotary/Kiwanis, PTOs, etc.). Unless you have any requested changes or other comments, would you please pass this along to steering committee members, staff, and elected officials? It should take 5-10 minutes to complete, and you can email me back scans as they come in or in bulk/all at once – 11/13 would be the deadline for me to receive them. I’d like to have 5-10, if possible, but more is always better.

Have a great weekend, and thank you!
John

Mansfield Comprehensive Plan – Public Input Opportunities

Mansfield is updating the City’s comprehensive plan, and we need your input! Please attend the following online meetings.

Online Public Input Meetings

We’ve scheduled two online/telephone meetings to get your input on planning topics:

Thursday, 11/12 at 2:30 p.m. | <https://global.gotomeeting.com/join/166418845>
Or call (872) 240-3412 - Access Code: 166-418-845

Thursday, 11/19 at 2:30 p.m. | <https://global.gotomeeting.com/join/376560101>
Or call (669) 224-3412 - Access Code: 376-560-101

You can access audio and video of the meetings on your computer or smartphone; audio-only access is available by calling the unique phone number listed for each meeting and entering in the appropriate code. If you plan to use your computer or smartphone, then please allow a few minutes prior to the meeting to set up your device.

JOHN DEVINE, AICP | PRINCIPAL PLANNER
Planning & Government Services
NORTHEAST GEORGIA REGIONAL COMMISSION
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