

City of Mansfield

AGENDA

City Council Meeting Agenda
January 11, 2021 – 7:00 p.m.
Zoom Meeting ID# 953 4359 9227
Page 1 of 1

- I. Call to Order: 7:00PM
- II. Invocation & Pledge of Allegiance:
- III. Agenda Adoption: 5/0
- IV. Citizen's Comments on Agenda: *Limited to Agenda Items only for 5 minutes each* None
- V. Approval of Minutes:
 - a. November 9, 2020 Council Meeting Minutes
 - b. December 14, 2020 Council Meeting Minutes 5/0
- VI. Old Business:
 - a. Cricket Frog Trail Sub-Lease Renewal 5/0
- VII. New Business:
 - a. MEAG Election for Off-System Energy Sales Designation FY2021 5/0
 - b. MEAG Voluntary Deposit funds into MCT FY2021 5/0
 - c. John Napoli Variance Request 5/0
 - d. Reverend Nolan Jackson's water main request (Stokes proposals) NAY 5/0
 - e. James King water main extension proposal
 - f. Set Qualifying Fees for City Election on November 2, 2021 at \$36/Post 5/0
 - g. Part Time Contract Labor TABLED 5/0
 - h. 2021 Work Session & Council Meeting Schedule 5/0
 - i. Elect Mayor Pro Tempore for 2021 Blair Northen 5/0
 - j. Appointment of City Clerk/Treasurer Jeana Hyde 5/0
 - k. Appointment of City Attorney Scott Cole 5/0
 - l. Appointment of Director of Public Safety GW Davis Jr 5/0
 - m. Appointment of Planning Commission Theresa Smallwood 4/0 (Councilman Smallwood abstained)
- VIII. Citizen's Comments on Non-Agenda Items: *Limited to 5 minutes each* None
- IX. Adjournment: 7:38PM

City of Mansfield

MINUTES

City Council Meeting Minutes
January 11, 2021 – 7:00 p.m.
Zoom Meeting ID# 953 4359 9227
Page 1 of 3

PRESENT: GW Davis Jr, Blair Northen, Bryan Hale, Austin Mitchell, Helen Robertson, Marty Smallwood

OTHERS PRESENT: Amanda Hale, Duane Ford, Jennifer Kolar, Vicki Cowan, Walt Tuggle, Kory Wilson, Scott Cole

The honorable mayor GW Davis Jr called the meeting to order at 7:00PM and welcomed everyone who joined the Zoom Meeting. He announced that he has his vaccine shot for COVID-19 scheduled and encouraged everyone to schedule their vaccine as well. He also shared that as of tonight's meeting, zip code 30055 has the most people who have tested positive for COVID-19 in Newton County. The honorable mayor then asked everyone to join him in a moment of silence and lead the pledge afterwards.

Councilman Blair Northen made the motion to adopt the agenda and Councilman Austin Mitchell gave the second. All Council present voted 'aye'. The motion passed 5/0.

There were no citizen's comments on agenda items.

Councilman Bryan Hale made the motion to approve the minutes for the both the November 9, 2020 and December 14, 2020 council meetings and Councilman Austin Mitchell gave the second. All Council present voted 'aye'. The motion passed 5/0.

Councilman Blair Northen made the motion to renew the Cricket Frog Trail Sub-Lease Agreement and Councilman Austin Mitchell gave the second. All Council present voted 'aye'. The motion passed 5/0.

Councilman Blair Northen made the motion to approve the MEAG Election for Off-System Energy Sales Designation FY2021 and Councilman Bryan Hale gave the second. All Council present voted 'aye'. The motion passed 5/0.

Councilman Austin Mitchell made the motion to approve the MEAG Voluntary Deposit funds into MCT FY2021 and Councilman Marty Smallwood gave the second. All Council present voted 'aye'. The motion passed 5/0.

Councilman Austin Mitchell made the motion to approve John Napoli's Variance Request and Councilman Helen Robertson gave the second. Councilman Blair Northen asked if he had talked to his neighbors about the request. The honorable mayor answered, yes. All Council present voted 'aye'. The motion passed 5/0.

Councilman Marty Smallwood made the motion to deny Reverend Nolan Jackson's and Mr. James King's requests for watermain extensions as presented. Councilman Bryan Hale gave the second. All Council present voted 'aye'. The motion passed 5/0.

The honorable mayor GW Davis Jr interjected at this time that Councilman Bryan Hale is helping the City seek bids for cameras to be installed at the City Barn and possible at the City Center.

Councilman Austin Mitchell made the motion to approve the Qualifying Fees for the City's General Election on November 2, 2021 at \$36 per post. Councilman Marty Smallwood gave the second. All Council present voted 'aye'. The motion passed 5/0.

Councilman Blair Northen motioned to TABLE the Part Time Contract Labor request and Councilman Bryan Hale gave the second. Councilman Marty Smallwood started a brief discussion regarding the plans for the part time laborers and asked would they be used on an "at needs basis"? Mayor GW Davis Jr answered yes and shared a list of the several items already addressed and praised how "self-motivated" Mr. Keith Murphy and Mr. Charles Hamlin are, as well as their years of experience from doing this very same type of work for the City of Covington. He also asked for suggestions from the Council for ideas for the laborers. All Council present voted 'aye'. The motion passed 5/0.

Councilman Marty Smallwood made the motion to approve the 2021 Work Session & Council Meeting Schedule. Councilman Austin Mitchell gave the second. All Council present voted 'aye'. The motion passed 5/0.

For the election of 2021 Mayor Pro Tempore the Mayor cautioned everyone to take the position serious especially since he is in his 70th year and COVID is here. Councilman Marty Smallwood made the motion to validate Councilman Blair Northen as the 2021 Mayor Pro Tempore and Councilman Bryan Hale gave the second. There were no other nominations. All Council present voted 'aye'. The motion passed 5/0.

Councilman Marty Smallwood made the motion to reappoint Ms. Jeana Hyde as City Clerk/Treasurer. Councilman Austin Mitchell gave the second. All Council present voted 'aye'. The motion passed 5/0.

Councilman Blair Northen made the motion to reappoint Mr. Scott Cole as City Attorney. Councilman Bryan Hale gave the second. All Council present voted 'aye'. The motion passed 5/0.

Councilman Blair Northen made the motion to reappoint Mayor GW Davis Jr as Director of Public Safety. The mayor explained that traditionally the mayor fills this position and its purpose is for emergency situations such as storms, etc., to impose curfews or other public emergencies. Councilman Austin Mitchell gave the second. All Council present voted 'aye'. The motion passed 5/0.


In explaining his reason for recommending the appointment of Mrs. Theresa Smallwood to the Planning Commission to replace the late Mr. Bill Robertson, the honorable Mayor GW Davis Jr said she has a love for the City of Mansfield and has experience with the process by having a spouse who was previously and is currently a council member as well as a previous member of the planning commission.

Councilman Austin Mitchell made the motion to appoint Mrs. Theresa Smallwood to the Planning Commission and Councilman Bryan Hale gave the second. All Council present voted 'aye'. The motion passed 4/0 with Councilman Marty Smallwood abstaining.

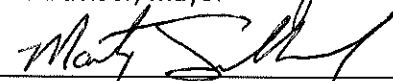
There were no citizen's comments on non-agenda items.

The honorable Mayor GW Davis Jr thanked the Council for their service to the City and for their great attitudes. He told everyone to have a very good night, to take care, stay safe and get your (Caronavirus) vaccine.

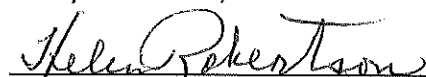
The meeting adjourned at 7:38PM.




GW Davis Jr, Mayor




Marty Smallwood, Post 1



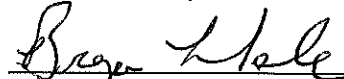
Helen Robertson, Post 2



Blair Northen, Post 3, Mayor Pro Tempore



Austin Mitchell, Post 4



Bryan Hale, Post 5

*Renewal
approved in
1/11/2021 City
minutes
#*

SUBLEASE AGREEMENT
(Mansfield Portion)

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 a copy to: 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

City of Mansfield

**ELECTION FOR PARTICIPANT DIRECTED
VOLUNTARY DEPOSITS INTO THE MUNICIPAL COMPETITIVE TRUST
FOR THE YEAR 2021**

Please add \$ 1800.00 per month to my MEAG Power 2021 Power Supply billings and deposit such amount to the following accounts beginning the month of JANUARY, 2021.

Flexible Operating Account, Short Term Portfolio	\$ _____
Flexible Operating Account, Intermediate Term Portfolio	\$ <u>1800.00</u>
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	\$ _____
New Generation and Capacity Funding Account, Short Term Portfolio	\$ _____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	\$ _____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	\$ _____

*** By authorizing deposits into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Mansfield

**ELECTION FOR PARTICIPANT DIRECTED
VOLUNTARY DEPOSITS INTO THE MUNICIPAL COMPETITIVE TRUST
FOR THE YEAR 2021**

By: _____
The Honorable JGW Dacis, Jr. **Date**
Mayor of Mansfield

By: _____
Blair Northen **Date**
Mayor Pro-Tem

Please return this election form to:
MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526

City of Mansfield

**ELECTION FOR PARTICIPANT DIRECTED
VOLUNTARY DEPOSITS INTO THE MUNICIPAL COMPETITIVE TRUST
FOR THE YEAR 2020**

Please add \$ 7354.26 per month to my MEAG Power 2020 Power Supply billings and deposit such amount to the following accounts beginning the month of JANUARY, 2020.

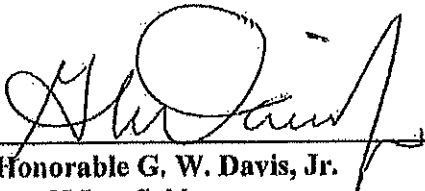
Flexible Operating Account, Short Term Portfolio	\$ _____
Flexible Operating Account, Intermediate Term Portfolio	\$ <u>7,354.26</u>
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	\$ _____
New Generation and Capacity Funding Account, Short Term Portfolio	\$ _____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	\$ _____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	\$ _____

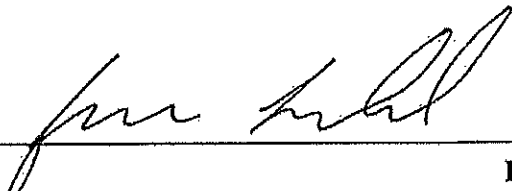
*** By authorizing deposits into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Mansfield

**ELECTION FOR PARTICIPANT DIRECTED
VOLUNTARY DEPOSITS INTO THE MUNICIPAL COMPETITIVE TRUST
FOR THE YEAR 2020**

By:  1/15/2020
The Honorable G. W. Davis, Jr. Date
Mayor of Mansfield

By:  2-3-2020
Mayor Pro-Tem Date

Please return this election form by December 13, 2019 to:
MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526

City of Mansfield

ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR THE POWER SUPPLY YEAR 2021

Please choose between option 1 OR 2 below regarding the distribution of your off-system energy sales margins.

1. Please deposit my entitled portion of the off-system energy sales margins into the Municipal Competitive Trust as follows:

Flexible Operating Account, Short Term Portfolio	% of funds	_____
Flexible Operating Account, Intermediate Term Portfolio	% of funds	100. / .
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Short Term Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	% of funds	_____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	% of funds	_____
Total percent of funds		100%

OR

2. Please credit my monthly MEAG Power bill with my entitled portion of each month's off-system energy sales margins.
- If you would like the choice you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your energy sales margin election.

*** By authorizing deposits into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Mansfield

ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR THE POWER SUPPLY YEAR 2020

Please choose between option 1 OR 2 below regarding the distribution of your off-system energy sales margins.

1. Please deposit my entitled portion of the off-system energy sales margins into the Municipal Competitive Trust as follows:

Flexible Operating Account, Short Term Portfolio	% of funds	_____
Flexible Operating Account, Intermediate Term Portfolio	% of funds	<u>100 %</u>
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Short Term Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	% of funds	_____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	% of funds	_____
Total percent of funds		100%

OR

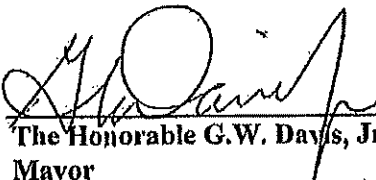
2. Please credit my monthly MEAG Power bill with my entitled portion of each month's off-system energy sales margins.
- If you would like the choice you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your energy sales margin election.

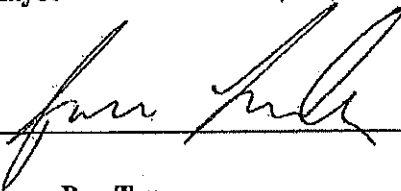
*** By authorizing the transfer into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Mansfield

**ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR
THE POWER SUPPLY YEAR 2020**

By:  _____ *1-15-2020*
The Honorable G.W. Davis, Jr. Date
Mayor

By:  _____ *2-3-2020*
Mayor Pro-Tem Date

Please return this election form by December 13, 2019 to:

MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526

CITY OF MANSFIELD
VARIANCE / ZONING REQUEST

DATE: Dec 14, 2020

Case No: V121420 (Assigned by City)

Name of Applicant: John Napoli

Address of Property: 13 Kellogg St

Tax Parcel: M0040 00000 016 B00

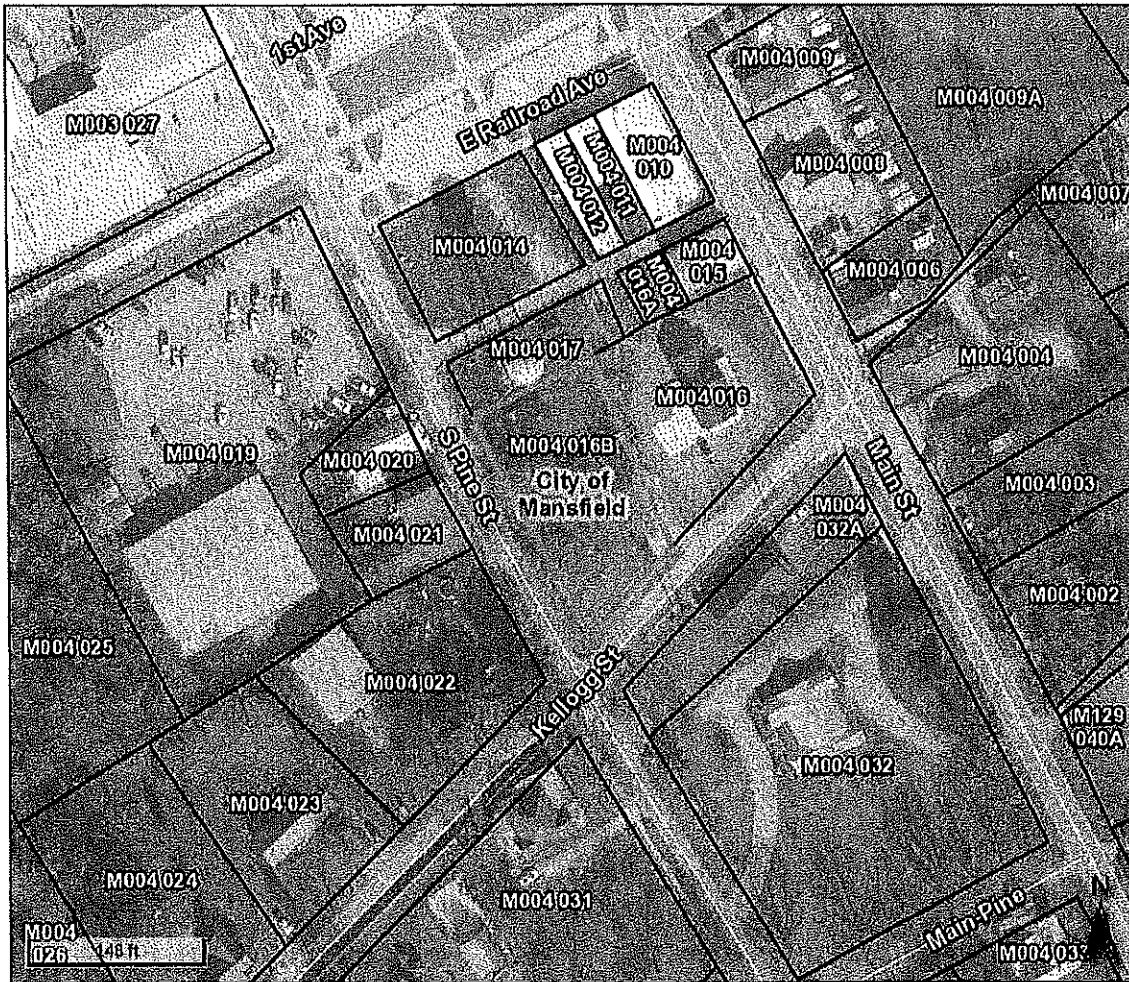
Request: Rear set back variance to
15 feet off fence.

Purpose of Request: To keep new building in line
with existing accessory
building.

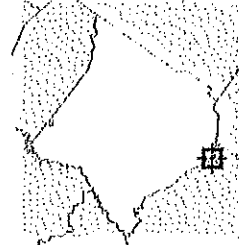
Size of Property: 0.57 acre

Present Zoning: Conservative Residential - CR

Potential Effects on Town: _____



Overview



Legend

- Parcels
- Roads
- Cities
 - City of Covington
 - City of Mansfield
 - City of Oxford
 - City of Porterdale
 - City of Social Circle
 - Town of Newborn

Parcel ID	M004000000016B00	Owner	COLLEY LINDA	Last 2 Sales			
Class Code	Residential		BOX 113	Date	Price	Reason	Qual
Taxing District	MANSFIELD		MANSFIELD, GA 30055	11/13/1998	\$10000	UI	U
	MANSFIELD	Physical Address	13 KELLOGG ST	n/a	0	n/a	n/a
Acres	0.57	Assessed Value	Value \$51200				

(Note: Not to be used on legal documents)

Date created: 11/24/2020
 Last Data Uploaded: 11/24/2020 4:13:38 AM

STOKES CONSTRUCTION COMPANY
 3329 HWY 142
 MANSFIELD, GA 30055
 PHONE 678-859-1935
 gstokes4259@gmail.com

Estimate

Date	Estimate #
12/11/2020	800

Name / Address
CITY OF MANSFIELD

Project:			
Description	Qty	Rate	Total
8" WATER MAIN ON SEWELL RD FROM HWY 213 TO CARMEL CHURCH RD			
EA. CONNECTION TO EXISTING SYSTEM	1	500.00	500.00
EA. FT. OF 8" C900 PVC PIPE	1,000	18.50	18,500.00
EA. FT. OF 8" DUCTILE IRON PIPE	18	31.20	561.60
EA. 8" VALVE	2	1,320.00	2,640.00
EA. FIRE HYDRANT ASSEMBLY	2	3,500.00	7,000.00
EA. 8 X 8 TEE	1	450.00	450.00
EA. 1" TAP	1	400.00	400.00
EA. 8" PLUG	1	80.00	80.00
EA. TRUST BLOCK	1	250.00	250.00
EA. SQUARE, FT. OF GRASSING	15,000	0.10	1,500.00
EA. 8X8 TAP (IF REQUIRED)	0	3,700.00	
ROCK EXCAVATION AND REMOVAL WILL BE OWNERS RESPONSIBILITY			
		Total	\$31,881.60

Material Cost
22,839.00

STOKES CONSTRUCTION COMPANY
 3329 HWY 142
 MANSFIELD, GA 30055
 PHONE 678-859-1935
 gstokes4259@gmail.com

Estimate

Date	Estimate #
11/24/2020	799

Name / Address
CITY OF MANSFIELD

1050 ft up Sewell Rd
 from Hwy 213
 2 ea Fire Hydrants

Project:			
Description	Qty	Rate	Total
CARMEL CHURCH ROAD WATER LINE EXTENSION			
EA. FT. OF 8" C900 PVC PIPE	1,800	16.00	28,800.00
EA. FT. OF 8" DUCTILE IRON PIPE	18	31.20	561.60
EA. 8 X 8 TEE	2	450.00	900.00
EA. 8" PLUG	2	80.00	160.00
EA. 8" VALVE	2	1,320.00	2,640.00
EA. FIRE HYDRANT ASSEMBLY	3	3,500.00	10,500.00
EA. 1" TAP	1	400.00	400.00
EA. DEAD END THRUST BLOCK	1	250.00	250.00
ROCK EXCAVATION AND REMOVAL WILL BE OWNERS RESPONSIBILITY			
NO EROSION CONTROL IN THIS ESTIMATE			
Labor + Material per George 11/25/2020			
		\$29,259.00 Mat	
		\$14,952.60 Labor	
Total			\$44,211.60

Jeana Hyde

From: GW Davis Jr
Sent: Monday, January 4, 2021 12:26 PM
To: Jeana Hyde
Subject: FW: Mansfield Waterline

-----Original Message-----

From: roxann@dekalbpipeline.com <roxann@dekalbpipeline.com>
Sent: Monday, January 4, 2021 12:24 PM
To: GW Davis Jr <gwdavis@mansfieldga.gov>
Subject: Mansfield Waterline

GW-

This is the cost for material

Option 1 total is to get it to my house. \$19,508.92
Option 2 gets it to Harry and Dye's house. \$55,798.93

Thank you

ROXANN CRISWELL
DEKALB PIPE LINE | Pride in our past... Vitality in our future
2101 Plunkett Rd | Conyers, GA | 30012
Office: 770-929-8811 | Fax: 770-929-1690
roxann@dekalbpipeline.com | dekalbpipeline.com

TO THE QUALIFIED VOTERS OF
THE CITY OF MANSFIELD, GEORGIA

Pursuant to O.C.G.A. 21-2-131(a)(1)(A) notice is hereby given that on Tuesday, the 2nd day of November 2021, a **Municipal General Election** will be held at Mansfield City Hall, 3146 Hwy 11 S, Mansfield, Newton County, Georgia 30055 for the Municipal General Election of Council persons to fill Posts #3, #4 and #5 (for a 4 year term).

A qualifying fee of \$36 has been set for the Posts. Qualifying will held at Mansfield City Hall, 3146 Hwy 11 S, Mansfield, Newton County, Georgia 30055. The qualifying dates are Monday, August 16, 2021 thru Friday, August 20, 2021 beginning at 8:30 am until 4:30 pm.

The last day a person may register and be eligible to vote in the Municipal General Election is October 4, 2021. The polls will be open on Election Day from 7:00 am until 7:00 pm. If there is a need for a Municipal General Election runoff, the date will be November 30, 2021.

0.00 *

0.00 *

360.00 +

360.00 +

210.00 +

360.00 +

360.00 +

360.00 +

240.00 +

240.00 +

2,490.00 *

0.00 *

360.00 +

360.00 +

330.00 +

360.00 +

360.00 +

360.00 +

240.00 +

240.00 +

2,610.00 *

0.00 *

2,490.00 +

2,610.00 +

5,100.00 *

Charles

Keith

Gen Fund

Contract
Labor

Cont 20,544

Other Cont 1200

Other
Contract
Labor

0.00 *

CITY OF MANSFIELD

2021 WORK SESSION & REGULAR COUNCIL MEETING SCHEDULE

<u>WORK SESSION</u>	<u>COUNCIL MEETING</u>
Monday, January 4 @ 7PM	Monday, January 11 @ 7PM
Monday, February 1 @ 7PM	Monday, February 8 @ 7PM
Monday, March 1 @ 7PM	Monday, March 8 @ 7 PM
Monday, April 5 @ 7PM	Monday, April 12 @ 7PM
Monday, May 3 @ 7PM	Monday, May 10 @ 7PM
Monday, June 7 @ 7PM	Monday, June 14 @ 7PM
Monday, July 12 @ 6PM	Monday, July 12 @ 7PM
Monday, August 2 @ 7PM	Monday, August 9 @ 7PM
Monday, September 13 @ 6PM	Monday, September 13 @ 7PM
Monday, October 4 @ 7PM	Monday, October 11 @ 7PM
Monday, November 1 @ 7PM	Monday, November 8 @ 7PM
Monday, December 6 @ 7PM	Monday, December 13 @ 7PM

Location:

Mansfield Community House
3158 Hwy 11 S
Mansfield GA 30055

Contact:

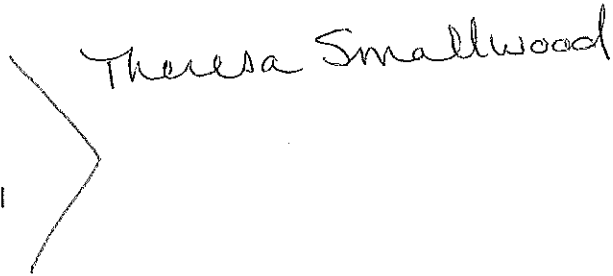
Jeana Hyde, City Administrator
Office: 770-786-7235
Email: jhyde@mansfieldga.gov

Note: Regular Meetings are held on the second Monday of each month. Works Sessions are held the Monday 1 week prior to the Regular Meetings. Special Called Meetings, Public Hearings and Cancellations will be posted as needed.

CITY OF MANSFIELD
PLANNING COMMISSION
AS OF SEPTEMBER 2020

Joseph Fred Purvis
3583 Hwy 213
Mansfield GA 30055
470-337-9322
joympurvis@gmail.com
Term: July 2020 – June 2023
Next Term: July 2023 – June 2026

Bill Robertson
3211 Hwy 11 South
Mansfield GA 30055
404-374-5561 (Helen's cell)
No Email – Send messages to Helen's cell
Term: June 2017 – June 2020
Next Term: July 2020 – June 2023

 Theresa Smallwood

Cathy Craver (Finishing Marty Smallwood term)
75 Cypress St
Mansfield GA 30055
404-403-9055
Dhcraver1@yahoo.com
Term: July 2019 – June 2022
Next Term: July 2022 – June 2025

Greg Goins - Secretary
3649 Hwy 213
Mansfield GA 30055
770-787-7486
g2goins@gmail.com
Term: July 2019 – June 2022
Next Term: July 2022 – June 2025

JR Kinard Jr
3196 Hwy 11 South
Mansfield GA 30055
678-539-7876
Jr30055@bellsouth.net
Term: July 2018 – June 2021
Next Term: July 2021 – June 2024