

CITY OF GRANTVILLE, GEORGIA
CITY COUNCIL SPECIAL CALLED MEETING AGENDA
MONDAY, JUNE 20, 2022 AT 6:30 P.M.

Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220

Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order

Invocation and Pledge of Allegiance

Citizen Comment Regarding Agenda Items

Approval of Agenda

Approval of Minutes City Council Meeting Minutes May 23, 2022

City Council Work Session Meeting Minutes June 13, 2022

Discussion/Decision on Development Agreement between the City of Grantville and RW Grantville II Industrial Owner, LLC for Sewer infrastructure upgrades/improvements (Exhibits B & C attached - Sewer service request is within our sewer service delivery area)

Discussion/Decision on Substituting Classic Road Reclamation project for Griffin Street Repaving as our 2022 LMIG Project (no action required if Griffin Street remains 2022 LMIG Project)

Discussion/Decision on Maintaining Street Lights in Subdivisions

Discussion/Decision on Letter to CSX Railroad Supporting the Movement of a Railroad Crossing (Development of the Lalitha Industrial Site)

Discussion/Decision on appointing Selma Coty, Barham Lundy, Sandra Lutrell and Rodney Mowery as Trustees of the Grantville Cemetery Trust

Discussion/Decision on Application for Special Event Permit: Fireworks Festival, Sunday, July 3, 2022 from 3 p.m. to 11 p.m. on Main Street sponsored by the Grantville Police Department

City of Grantville, Georgia

City Council Special Called Meeting Agenda

Monday, June 20, 2022

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Discussion/Decision on Mayor's Travel Expenses to the ECG Economic Development Summit

Discussion/Decision on Mayor's Attorney Fees (\$9,425.00-\$14,736.65) regarding Order on the Plaintiff's Motion for Summary Judgment in Jewell v. Sells et. al

Second Reading: Ordinance No. 2022-05 to Designate Reese Street a One-Way Street from Lagrange Street to Highway 29 / SR-14

Citizen Comments

City Council and Staff Comments

Adjournment

**CITY OF GRANTVILLE, GEORGIA
CITY COUNCIL MEETING MINUTES
MONDAY, MAY 23, 2022 AT 6:30 P.M.**

Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, Georgia 30220

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order at 6:30 p.m. by Mayor Doug Jewell

Mr. Rodney Mowery offered the invocation followed by the Pledge of Allegiance

Present: Mayor Doug Jewell, Councilmembers Jim Sells, Ruby Hines, Casey Evans and Alan Wacaser

Also present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Robi Higgins

Citizen Comment Regarding Agenda Items – Selma Coty

Approval of Agenda: Motion to approve Hines/Evans: 4-0

Approval of Minutes City Council Meeting Minutes April 25, 2022

City Council Special Called Meeting Minutes May 9, 2022

City Council Work Session Meeting Minutes May 9, 2022 Approved Hines/Wacaser: 4-0

Discussion/Decision on Designating Reese Street a One-Way Street from Lagrange Street to Hwy29/SR-14

First Reading of Ordinance 2022-05 (no action required)

Discussion/Decision on Application for Special Event Permit: St. Jude Walk-A-Thon September 10, 2022 from 8 a.m. to 11 a.m. Rain date September 17, 2022 Approved Sells/Hines: 4-0

Discussion/Decision on the Renewal of the Swift Link Wireless Tower Lease Agreement

Approved Hines/Wacaser: 4-0

Discussion/Decision on Proposal from MCCi for Digital Transformation of Documents: \$9,897.92

Approved Evans/Hines: 4-0

Discussion/Decision on LASERFICHE Solution Implementation Service Package Proposal \$7,481.25 (One-time) and Recurring Annual Support/Subscription \$5,383.00 Total Project Cost: \$12,864.25

Approved Evans/Wacaser: 4-0

City of Grantville, Georgia

City Council Meeting Minutes

Monday, May 23, 2022

Page 2

Discussion/Decision on Mayor's Travel Expenses to the ECG Economic Development Summit

Motion to table Wacaser/Sells: 4-0

Discussion/Decision on Essential Workers who Did Not Receive Premium Pay from the American Rescue Plan Funds Motion by Hines to pay Premium pay to 3 individuals not previously paid; motion died for lack of a second

Discussion/Decision on Hiring of a Part-Time Experienced History Center Director

Motion to approve by Sells/Hines: Vote 1-3 with Wacaser/Evans/Sells opposed

Discussion/Decision on Mayor's Attorney Fees (\$9,425.00) regarding Order on the Plaintiff's Motion for Summary Judgment Motion by Sells/Evans to settle in full by May 31, 2022 for \$9425. Vote: 2-2 Wacaser and Hines opposed. The Mayor recused himself. Tie Vote. Second Motion to table the matter by Sells/Wacaser: 3-1 Hines opposed

Memorandum from the City Manager Motion to ratify salary increase for City Manager

Approved Sells/Evans: 3-1 Hines opposed

Second Reading: Ordinance No. 2022-04 Authorizing the Coweta County Board of Elections to conduct Municipal Elections and to Perform All Duties as Superintendent of Elections Approved Evans/Sells: 4-0

Citizen Comments – none

City Council and Staff Comments: Mayor Jewell announced the Special Called Meeting for Monday, June 20, 2022 at 6:30 p.m. Adjournment at 7:30 p.m. Sells/Evans: 4-0

CITY OF GRANTVILLE, GEORGIA
CITY COUNCIL WORK SESSION MEETING MINUTES
MONDAY, JUNE 13, 2022 AT 6:30 P.M.

Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street, Grantville, GA 30220

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

The meeting was called to order at 6:30 p.m. by Mayor Doug Jewell. The Invocation was offered by Mr. Rodney Mowery, followed by the Pledge of Allegiance.

Present: Mayor Doug Jewell, Councilmembers Jim Sells, Ruby Hines, Casey Evans, and Alan Wascaser

Also Present: City Manager Al Grieshaber, City Attorney Mark Mitchell, Assistant City Clerk BettyAnn Rooks, and City Engineer Brennan Jones

Citizen Comment Regarding Agenda Items- comments made by Jeff Mansour

Approval of Agenda: Motion was made by Hines/Sells: 4-0

The following items were discussed at length by City Council:

Discussion/Decision on Development Agreement between the City of Grantville and RW Grantville II Industrial Owner, LLC for Sewer infrastructure upgrades/improvements (Exhibits B & C attached)

Discussion/Decision on Substituting Classic Road Reclamation project for Griffin Street Repaving as our 2022 LMIG Project

Discussion/Decision on Maintaining Street Lights in Subdivisions

Discussion/Decision on Letter to CSX Railroad Supporting the Movement of a Railroad Crossing (Development of the Lalitha Industrial Site)

Discussion/Decision on appointing Selma Coty, Barham Lundy, Sandra Luttrell and Rodney Mowery as Trustees of the Grantville Cemetery Trust

City of Grantville, Georgia

City Council Work Session Meeting Minutes

Monday, June 13, 2022

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Discussion/Decision on Application for Special Event Permit: Fireworks Festival, Sunday, July 3, 2022 from 3 p.m. to 11 p.m. on Main Street sponsored by the Grantville Police Department

Discussion/Decision on Mayor's Travel Expenses to the ECG Economic Development Summit

Discussion/Decision on Mayor's Attorney Fees (\$9,425.00-\$14,736.65) regarding Order on the Plaintiff's Motion for Summary Judgment in Jewell v. Sells et. al

Second Reading: Ordinance No. 2022-05 to Designate Reese Street a One-Way Street from Lagrange Street to Highway 29 / SR-14

Announcements:

First Notice of 2022 MEGA Power Annual Election

Notice of Renegotiation of Local Option Sales Tax Distribution: June 15, 2022 at 6 p.m. Coweta County Commission Chambers

Citizen Comments: Wendell Bryant, Jeff Mansour

City Council and Staff Comments

Adjournment: Hines/Sells 4-0 at 8:13 p.m.

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is made as of ____ day of _____, 2022 (the "**Effective Date**"), by and between the **CITY OF GRANTVILLE, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and City Council (hereinafter referred to as "**the City**") and _____, a _____ **RW GRANTVILLE II INDUSTRIAL OWNER, LLC**, a Georgia limited liability company (hereinafter referred to as "**Owner**").

WITNESSETH:

WHEREAS, Owner is or will be the owner of approximately eighty-six (86) acres of property located on Highway 29, Grantville, Coweta County, GA, being designated as Tax Parcels G082246011, G082246012, and G082246045, as more particularly described in Exhibit "A" attached hereto (collectively, the "**Property**");

WHEREAS, Owner intends to develop the Property by constructing an industrial warehouse building consisting of approximately 1,100,000 square feet (the "**Project**");

WHEREAS, as part of the development of the Project, Owner would need to provide certain infrastructure for the development of the Property specifically including the design and construction of an independent, on-site sewage treatment facility and related sewer infrastructure on the Property to service the Project for up to 15,000 gallons of wastewater per day; and

WHEREAS, the parties have agreed on a plan to provide sewer infrastructure and on-site treatment facility in a manner mutually beneficial to both the City and the Property.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Scope of Owner Work.

Upon payment of funds by Owner into the "Escrow Account" as described hereinbelow in Section 2, Owner shall undertake the bidding, contract administration, and installation of a certain independent, on-site sewage treatment facility and pump station, along with all related sewer infrastructure necessary to support such facilities (the "**Improvements**"). The preliminary plans for said Improvements are referenced in Exhibit "B" attached hereto and by this reference made a part hereof. The location of the Improvements on the Property is shown in the site plan attached hereto as Exhibit "C" and by this reference made a part hereof. Owner agrees that it will construct the Improvements in compliance with all applicable laws, rules and regulations including without limitation the codes and ordinances of the City of Grantville, Georgia.

2. Payment of Estimated Project Improvement Cost by the City.

(a) Within ____ () days after Owner receives a land disturbance permit from the applicable governmental authority permitting the development of the Project on the Property, Owner shall deposit an amount equal to _____ (\$) in accordance with subsection (b) hereinbelow, which amount is agreed by the parties to be one hundred percent (100%) of the estimated cost of the Improvements to be born by Owner in order to serve the Project. This cost has been estimated as the

stand-alone costs for necessary sewer improvements to develop the Property. Said estimated costs are based upon the agreement of the parties of the estimated flows associated with the proposed Project.

(b) Owner shall deposit said funds in an account (the "**Escrow Account**") with Owner's construction lender. Owner shall be authorized to draw from the Escrow Account for the purpose of paying for any and all costs associated with design and construction of the Improvements. Owner shall maintain records to document any expenditure from the Escrow Account.

(c) Within _____ () days of depositing said funds into the Escrow Account, Owner shall be obligated to commence design and construction of the Improvements and undertake reasonable efforts to complete such work, and shall undertake all reasonable efforts to substantially complete the Improvements within _____ () months from the Effective Date.

3. Transfer of Ownership Upon Completion.

(a) Upon Owner's completion of construction of the Improvements, Owner shall transfer and dedicate, for nominal consideration, all of its rights, title and interest in and to the Improvements to the City. Owner and the City agree to use good faith and commercially reasonable efforts to agree upon the form of all such transfer documents. The parties hereto acknowledge and agree that the transfer documents shall provide, in part, that Owner shall retain all right, title and interest to the Property, and shall grant the City an access easement across the Property to provide access by the City and those employees and agents of the City who will require access to the Improvements in the ordinary course of its intended use. The City agrees to maintain, repair and replace the Improvements as necessary, at its sole cost and expense.

(b) Following the transfer of ownership of the Improvements contemplated in subsection (a), the City shall service, repair, and maintain the Improvements subject to the payment of standard fees commensurate with such services in accordance with the metered use thereof. For the avoidance of doubt, Owner shall be a utility customer of the City with respect to its use of the Improvements and shall have no other rights, interests or obligations with respect to the Improvements above and beyond its use as a customer.

4. Consideration.

In consideration of its contribution to the cost of the Improvements, Owner shall be authorized to employ the improvements in its capacity as a utility customer of the City and connect the Improvements to the Project.

5. Permitting.

Owner will obtain all permits and easements required for installation of the Improvements and the City shall provide to Owner any easements reasonably necessary for the completion thereof. Owner shall identify said easements to the City in a timely manner and the City and Owner shall immediately begin the process of obtaining the necessary easements to construct the Improvements and serve the Project. In the event easements from unrelated third parties are required in order to construct the Improvements, Owner's obligation to construct the Improvements shall be conditioned upon Owner's ability to obtain necessary easements from those unrelated third parties.

6. Obligations Run with Land.

Owner agrees and covenants that the terms and conditions of this Agreement shall run with the land and shall bind and inure to the benefit of the heirs, executors, successors in title and assigns of Owner. However, Owner shall not assign this Agreement without the written consent of the City, which

shall not be unreasonably withheld, conditioned upon the fact that nothing contained herein shall prohibit Owner or its successors in title from connecting to the public wastewater system, subject to the payment of standard fees and satisfaction of customary permitting requirements.

7. Expenses of the Agreement.

Each party hereto shall pay its own expenses incident to the negotiation, preparation, and consummation of this Agreement and all other agreements executed and delivered by it hereunder or in connection herewith including all fees and expenses of its or their respective counsel and accountants.

8. Miscellaneous.

(a) Modification. This Agreement may be amended or modified only by a written instrument executed by the City and Owner.

(b) Entire Agreement. This Amendment represents the entire agreement between the parties with respect to the subject matter hereof. the City and Owner agree that there are no collateral or oral agreements or understandings between them with respect to the Property or Improvements other than this Agreement. This Agreement supersedes all prior negotiations, agreements, letters, or other statements with respect to the matters addressed herein.

(c) Section Headings. Section headings contained in this Agreement are for convenience of reference only and shall not be deemed to have any substantive effect or to limit or define the provisions contained herein.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without reference to the conflicts of laws or choice of law provisions thereof.

(e) Binding Effect. This Agreement shall not be valid and binding on the City and Owner unless and until it has been completely executed by and delivered to both parties.

(f) Time of the Essence. Time shall be of the essence of each and every term and condition of this Agreement.

(g) Counterparts; PDF Delivery. This Agreement may be executed and delivered by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be given full legal effect in accordance with applicable laws.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the date first above written.

OWNER:

RW GRANTVILLE II INDUSTRIAL OWNER, LLC
a _____ Georgia limited liability company

By: _____ (SEAL)
Name: _____
Its: _____

Signature of Witness

Printed Name of Witness

Sworn to and subscribed before me this ____ day of _____, 2022

Notary Public

My Commission Expires: _____

CITY OF GRANTVILLE, GEORGIA

By: _____
(SEAL)
Name: _____
Its: _____

Signature of Witness

Printed Name of Witness

Sworn to and subscribed before me this ____ day of _____, 2022

Notary Public

My Commission Expires:

EXHIBIT "A":

LEGAL DESCRIPTION OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 246 Second District, Coweta County, Georgia, as shown on plat for Southern States Land Fund Co., by Metro Engineering and Surveying Co., Inc., dated December 22, 1971, last revised June 27, 1972, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, Begin at the intersection of the southeastern right of way line of U. S. Highway No. 29 and the southwestern right of way line of Interstate Highway No. 85, being also the southwestern right of way line of a County Road, U. S. Highway No. 29 having a right of way of 130 feet at this point, and run along the southeastern right of way line of said U. S. Highway No. 29 and along a course South 65 degrees 09 minutes West a distance of 74.7 feet to a point; run thence along the southeastern right of way line of said Highway 29 and along a course South 64 degrees 51 minutes West a distance of 70.9 feet to a point, said point being the intersection of the southeastern right of way line of said Highway 29 and the western line of property formerly belonging to Mrs. Lucille G. Drake and being the True Point of Beginning; and running thence along the southeasterly right of way line of said Highway 29 and along a course South 64 degrees 51 minutes West a distance of 8.9 feet to a point; running thence along an inset in the right of way of said Highway No. 29 and along a course North 25 degrees 09 minutes West a distance of 15 feet to a point located on the southeastern right of way line of said Highway No. 29, said point being marked by an iron pin; running thence along the southeasterly right of way line of said Highway 29 and along a course South 64 degrees 46 minutes West a distance of 125 feet to a point marked by an iron pin; running thence along the southeastern right of way line of said Highway No. 29 and along a course South 64 degrees 46 minutes West a distance of 732.1 feet to a point marked by an iron pin; running thence along a course South 04 degrees 06 minutes West a distance of 358.5 feet to a point marked by an iron pin; running thence along a course South 04 degrees 06 minutes West and along the eastern line of property belonging to Mrs. Frances Banks Brasch and Mrs. Alice Banks Key and continuing along the eastern line of property formerly belonging to John Stepp and Mary B. Stepp a total distance of 1882.7 feet to a point on the southern line of said Land Lot 246, said point being marked by an iron pin; running thence along the southern line of said Land Lot 246 and along a course South 86 degrees 22 minutes East a distance of 656.9 feet to a point marked by an iron pin; running thence along a course North 06 degrees 36 minutes East a distance of 2203.6 feet to a point at the southwestern corner of property formerly belonging to Mrs. Lucille G. Drake; running thence along the western line of property formerly belonging to Mrs. Lucille G. Drake and along a course North 05 degrees 16 minutes West a distance of 445.8 feet to the point of beginning, containing 39.971 acres.

TOGETHER WITH:

All that tract or parcel of land situate, lying and being in the Southeast quarter of Land Lot 246 of the Second Land District of Coweta County, Georgia, containing 50 acres, more or less, and being property designated as the Stepp Estate on a plat of survey made by T. Y. Mattox, as amended, dated May, 1948, and recorded in Deed Book 50, Page 443, Office of the Clerk of the Superior Court of Coweta County, Georgia.

The property hereby is more particularly described according to a more recent survey made by Edgar W. Brown dated February 14, 1974, and recorded in Plat Book 18, Page 223, Coweta County, Georgia Records as follows:

Begin at an iron pin located at the intersection of the westerly boundary line of said Land Lot 246 with the southerly right of way of U.S. Highway No. 29; thence run South 1 degree 12 minutes 20 seconds

West a distance of 1452.15 feet along the westerly boundary line of said Land Lot 246 to an iron pin located at the Southwest corner of said Land Lot 246; thence run South 88 degrees 04 minutes 35 seconds East along the southerly boundary line of said Land Lot 246 a distance of 1471.02 feet to an iron pin; thence run North 1 degree 49 minutes 10 seconds East a distance of 1472.64 feet to an iron pin; thence North 87 degrees 44 minutes 55 seconds West a distance of 1426.20 feet to an iron pin on the southerly right-of-way line of U.S. Route 29; thence South 66 degrees 20 minutes West along the southerly right-of-way line of said U. S. Highway 29 a distance of 66.94 feet to and iron pin and the point of beginning.

Said lands being all the lands described in Deed Under Power from the Federal Land Bank of Columbia as Attorney in Fact for C. D. Milam to the Federal Land Bank of Columbia dated February 6, 1979, recorded in Deed Book 301, Page 175, public records of Coweta County, Georgia.

LESS AND EXCEPT:

All those tracts or parcels of land situate, lying and being in Land Lots 245 and 246 of the Second Land District, Coweta County, Georgia, being more particularly identified as Tract B, containing 19.734 acres and Tract C, containing 5 acres, all as shown on plat of property dated 3/12/05 prepared for Charles Douglas by W. W. Flowers, Georgia Registered Land Surveyor, said plat of record in Plat Book 83, Page 162, Office of the Clerk, Coweta County Superior Court, reference to which plat is hereby made for a more particular description of said Tract B and Tract C.

TOGETHER WITH:

All those tracts or parcels of land situate, lying and being in Land Lots 245 and 246 of the Second Land District, Coweta County, Georgia, being more particularly identified as Tract B, containing 19.734 acres, and Tract C, containing 5 acres, all as shown on plat of property, dated 3/12/2005 prepared for Charles Douglas by W.W. Flowers, Georgia Registered Land Surveyor, said plat of record in Plat Book 83, Page 162, Office of the Clerk, Coweta County Superior Court, reference to which plat is hereby made for a more particular description of said Tract B and C herein conveyed.

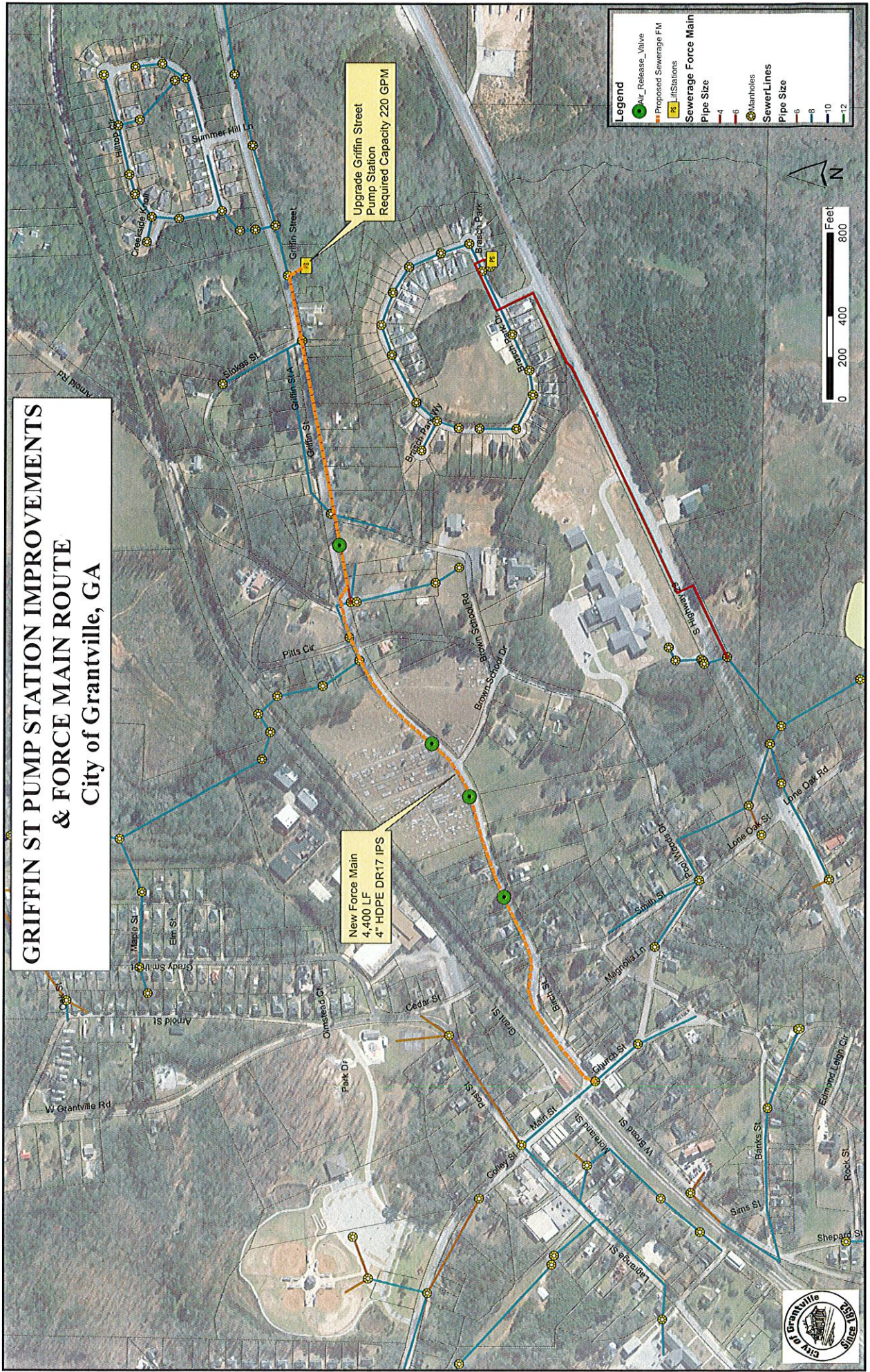
**EXHIBIT "B":
PRELIMINARY DESIGN PLANS AND SPECIFICATIONS**

(to be inserted)

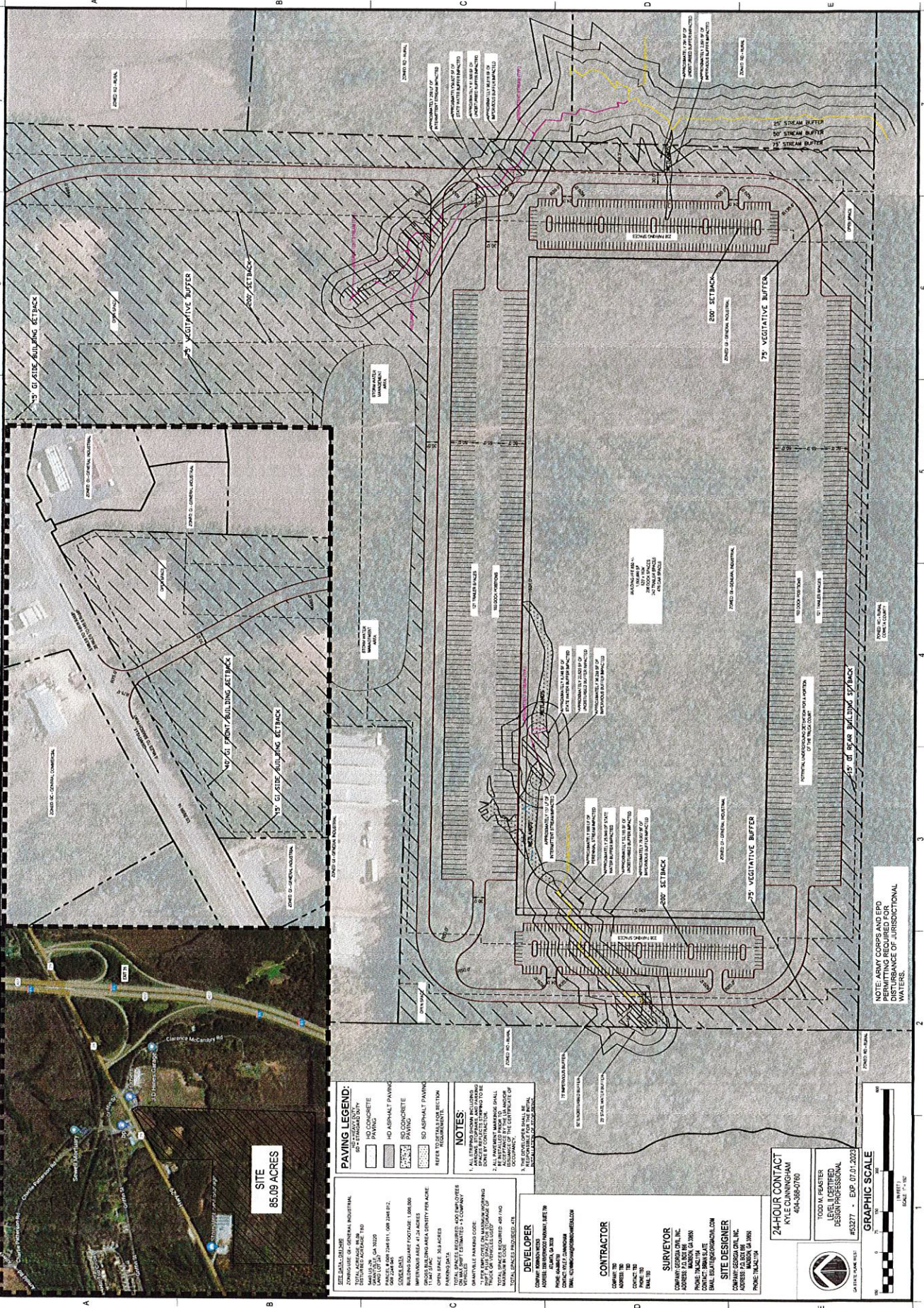
**EXHIBIT "C":
PROPOSED LOCATION OF IMPROVEMENTS**

(to be inserted)

GRIFFIN ST PUMP STATION IMPROVEMENTS & FORCE MAIN ROUTE City of Grantville, GA



DATE	DESCRIPTION
12.14.2022	PRELIMINARY PLAN
12.14.2022	DESIGN
12.14.2022	REVISIONS
12.14.2022	CHECKED BY
12.14.2022	DATE



NOTE: ARMY CORPS AND EPD PERMITTING REQUIRED FOR DISTANCE OF JURISDICTIONAL WATERS.

PAVING LEGEND:

[Symbol]	HO CONCRETE PAVING
[Symbol]	HO ASPHALT PAVING
[Symbol]	CO CONCRETE PAVING
[Symbol]	CO ASPHALT PAVING

NOTES:
 1. ALL EXISTING UTILITIES ARE SHOWN AS NOTED.
 2. ALL EXISTING UTILITIES SHALL BE DELETED BY CONTRACTOR.
 3. ALL EXISTING UTILITIES SHALL BE DELETED BY CONTRACTOR.
 4. ALL EXISTING UTILITIES SHALL BE DELETED BY CONTRACTOR.
 5. ALL EXISTING UTILITIES SHALL BE DELETED BY CONTRACTOR.

24-HOUR CONTACT
 KYLE CANNON
 404-588-0789

1000 W. FRASER
 LEVEL 1 CERTIFIED
 DESIGN PROFESSIONAL
 #63277 - EXP. 07.01.2023

GRAPHIC SCALE
 SCALE: 1"=16'

DEVELOPER
 COMBAT DEVELOPMENT
 4000 W. FRASER
 SUITE 100
 MARIETTA, GA 30060
 404-588-0789

CONTRACTOR
 COMBAT DEVELOPMENT
 4000 W. FRASER
 SUITE 100
 MARIETTA, GA 30060
 404-588-0789

SURVEYOR
 TERRY W. FRASER
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Al Grieshaber

From: Brennan Jones <brennan.jones@bjeallc.com>
Sent: Tuesday, May 3, 2022 3:07 PM
To: Robi Higgins
Cc: Al Grieshaber
Subject: RE: Classic Rd asphalt

Robi and Al,

Based on the photos provided in the email I would agree that the road pavement and base needs to be reconstructed. Significant alligator cracking and potholes are a sign of pavement base failure. For pavements serving residential areas, the most cost effective approach to restoring pavement in this condition is using 8-inch thick full depth reclamation with a 1.5-inch thick 9.5mm Superpave asphalt wearing surface.

From the photos provided and at least in the areas where photos were taken, this pavement appears to be in worse condition than Griffin Street or LaGrange Street.

Kind Regards,

Brennan

Brennan D. Jones, P.E.
Brennan Jones Engineering Assoc., LLC
7513 Mason Falls Dr
Winston, Georgia 30187
ph: 770.688.5148
fx: 770.577.0300
email: brennan.jones@bjeallc.com

From: Robi Higgins <rhiggins@grantvillega.org>
Sent: Tuesday, May 3, 2022 1:11 PM
To: Brennan Jones <brennan.jones@bjeallc.com>
Cc: Al Grieshaber <agrieshaber@grantvillega.org>
Subject: Classic Rd asphalt

fyi

From: Tommy Youngblood
Sent: Tuesday, May 03, 2022 12:23 PM
To: Robi Higgins <rhiggins@grantvillega.org>; Ruby Hines <ruby.hines@grantvillega.org>; Doug Jewell <mayor@grantvillega.org>; Al Grieshaber <agrieshaber@grantvillega.org>
Subject: Classic Rd asphalt

Good morning,

Classic road of Grantville is in need of repair and repaving. Street is littered with pot holes, sunk in and raised areas in the asphalt. Asphalt is popping out of place the size of my hand.





City of Grantville

123 LaGrange Street
P.O. Box 160
Grantville, GA 30220

770-583-2289
Telephone

770-583-2280
Telefax

June 8, 2022

Todd Allton
CSX Transportation, Inc.
Project Manager II
Project Management - D&C System
1590-A Marietta Blvd.
Atlanta Svc. Center
Atlanta, Georgia 30318-3699

Re: Request for Relocation of Rail Crossing; Grantville, GA. Near Industrial Site.

Mr. Allton,

The owner of the attached 296 acre industrial site (Lalitha, LLC) and the potential industrial developer (CA Industrial Holdings, LLC) would like to request the CSX Railroad to consider allowing the relocation of the existing rail crossing at Patterson Road to a safer and improved site located on Georgia Highway 29 near the intersection of I-85 in Grantville, Georgia (see graphics, photos and video).

In addition to facilitating the industrial development of the property, we believe that relocating the existing crossing would improve vehicular and rail safety. The existing Charlie Patterson Road crossing is very rough for vehicular traffic with a two to three foot (2'-3') elevation differential between the roadway surface and the rail line (see graphics) with limited site distance for vehicular as well as rail traffic. This elevation difference causes a "hump" in the road at the railroad crossing which can slow traffic and cause long trucks and equipment to get stuck on the rail line. The crossing is also in a curve in the rail line. There has been consideration about revising the crossing to eliminate the hump and making the crossing safer. It seems reasonable if the crossing is improved it should at the same time be relocated to a safer location. The proposed rail crossing would be located 853.1 feet east of the existing crossing. The proposed crossing would be an "at grade" crossing that would be much smoother than the Patterson Road location thus eliminating large vehicles from getting stuck on the rails and making the entire crossing safer for everyone. It would also improve traffic flow. In addition, the new location would place the crossing in a straight section of the rail line improving rail visibility.

The distance from the edge of the pavement of US 29 to the rails at this location would be 120.8 feet with less than 2 feet difference in elevation over that distance. That elevation would be the same across

US 29 and to the ramp from I-85 that is directly south of the proposed crossing site making the entire intersection much smoother and safer.

The developer will install traffic signals at the proposed crossing which would greatly improve safety for vehicular and rail traffic and control traffic flow for auto crossings. Site distance would be improved for both rail and vehicular traffic.

Visuals accompanying this request are:

- 1). Eberly Associates preliminary site plan
- 2). Potential Railroad Crossing Improvement and Frontage Road sketch
- 3). Grantville Railroad Crossing drone video presentation
- 4). Grantville Railroad Crossing Pictures (05102022)

CC:

Aubrey Brown, CSX Transportation.
Peggy Smith, CSX Transportation
Meghan Hennessy, CSX Transportation
Eric Horton, CSX Transportation
Charan Kantipudi, Property Owner
James Phillipott: Cushman Wakefield
Steven J. Rowley, CA Industrial Holdings, LLC.

List of Recipients for Letter to CSX From the City of Grantville

1). Aubrey Brown

Senior Business Development Manager

CSX Transportation, Inc.

500 Water Street

Jacksonville, FL 32202

Aubrey Brown

(904) 334-8615

Aubrey.Brown@CSX.com

2). Peggy Smith

Peggy_smith@CSX.com

3). Meghan Hennessy

Megan_hennessy@csx.com

4). Eric Horton X

Eric_horton@CSX.com

5). Charan Kantipudi, property owner

2056 Shaudi Lane

Atlanta, Georgia 30345

(404) 274-1965

oldmiltonmall@gmail.com

6). James Phillipott: Cushman Wakefield

7). Steven J. Rowley, CA Industrial Holdings, LLC.

Senior Vice President

8). Vicki Matts

Associate/Project Director – Rail Division

5200 Belfort Road, Suite 400

Jacksonville, FL 32256-6054

Office : 904-383-3919

Cell : 904-651-0902

Victoria.Matts@stvinc.com

9). Kelly Wisely

5200 Belfort Road, Suite 400

Jacksonville, FL 32256-6054

Office : 904-383-3919

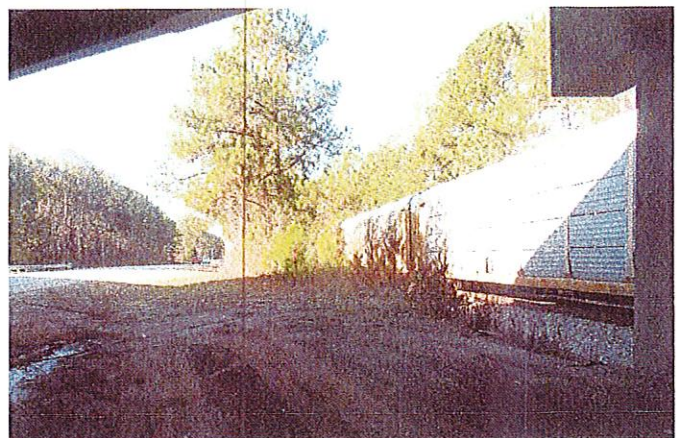
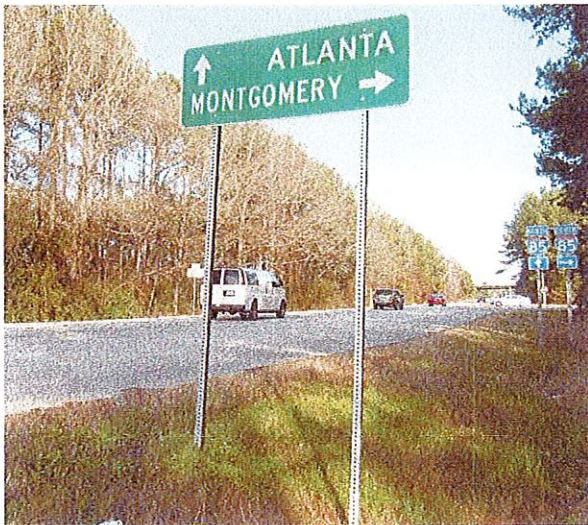
Kelly.Wisely@stvinc.com



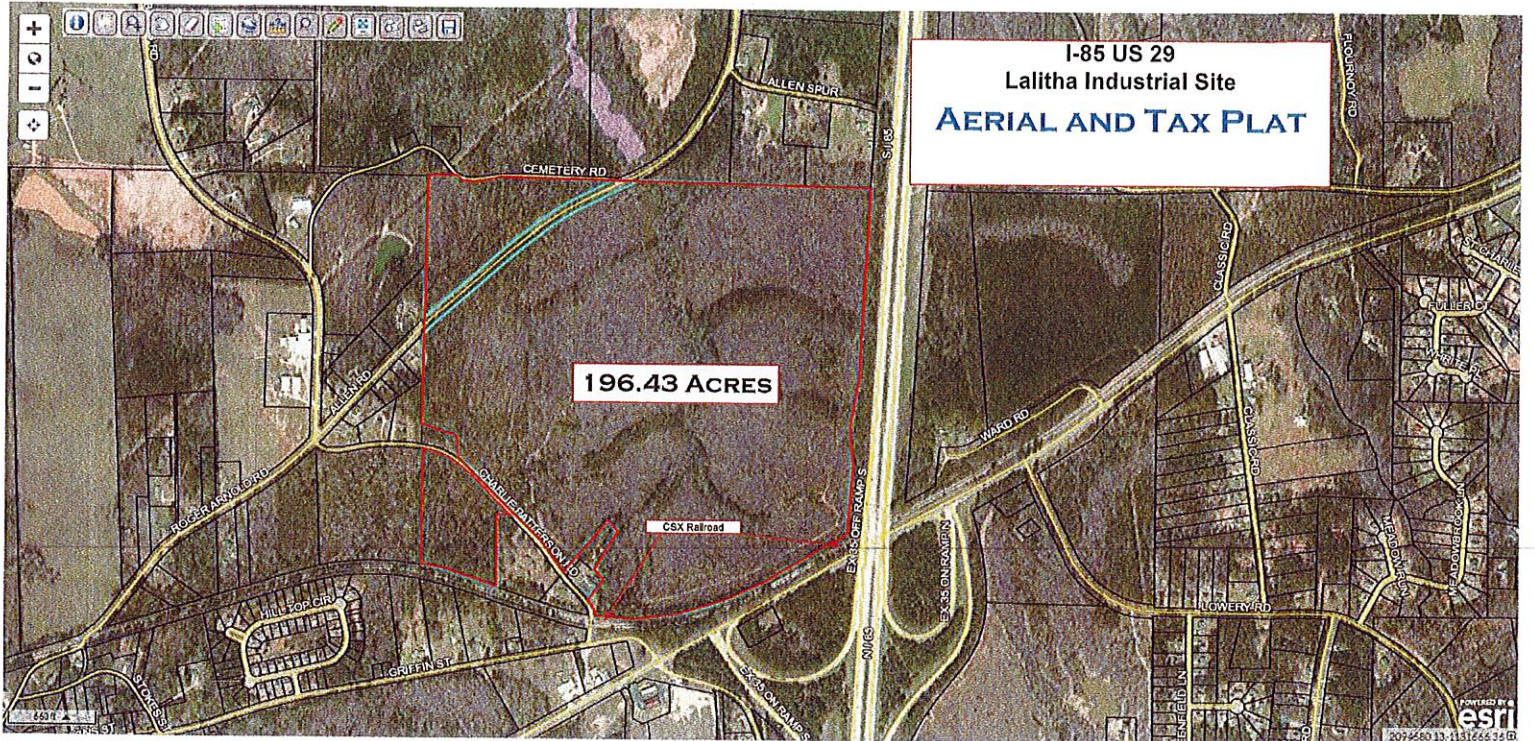
LALITHA INDUSTRIAL SITE

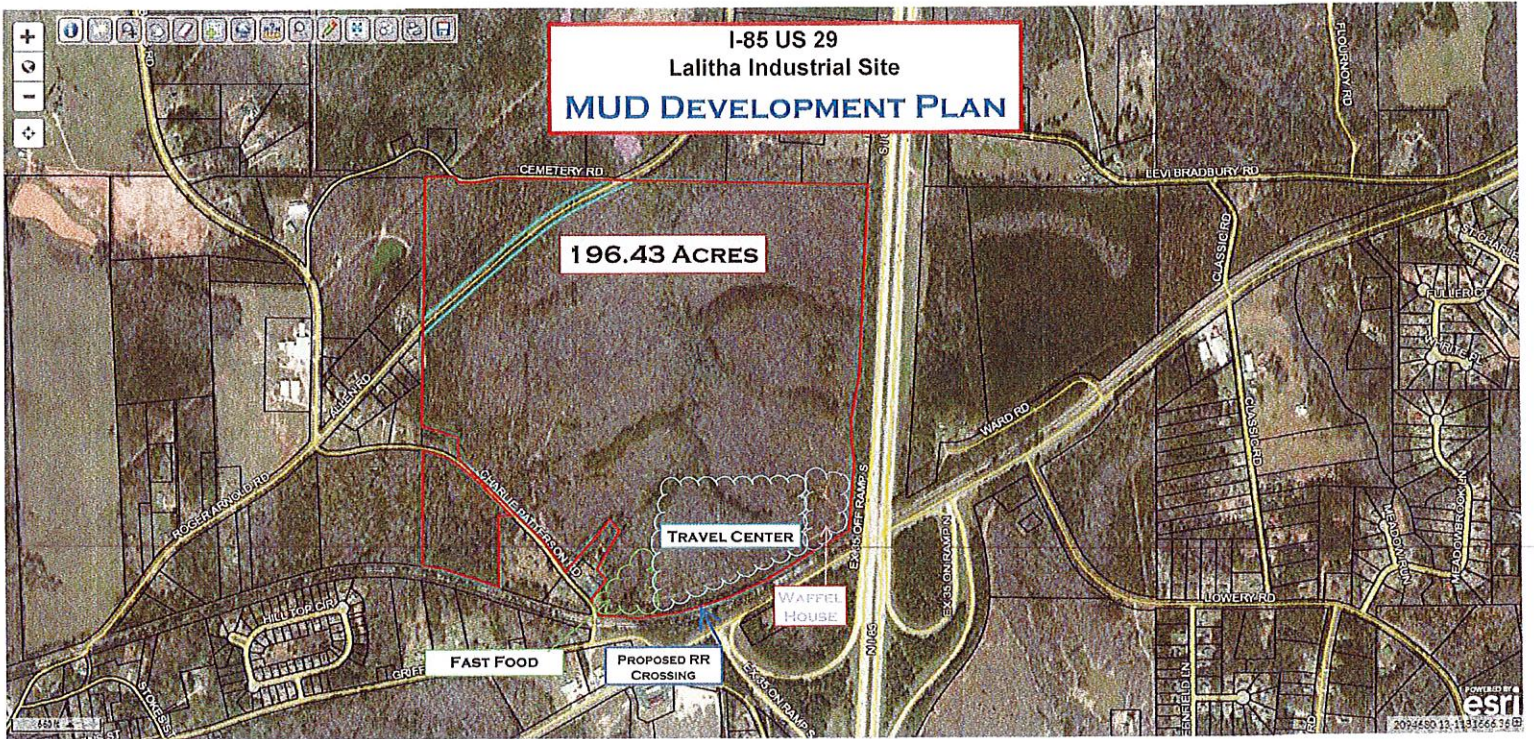
I-85 at US 29; Grantville, GA

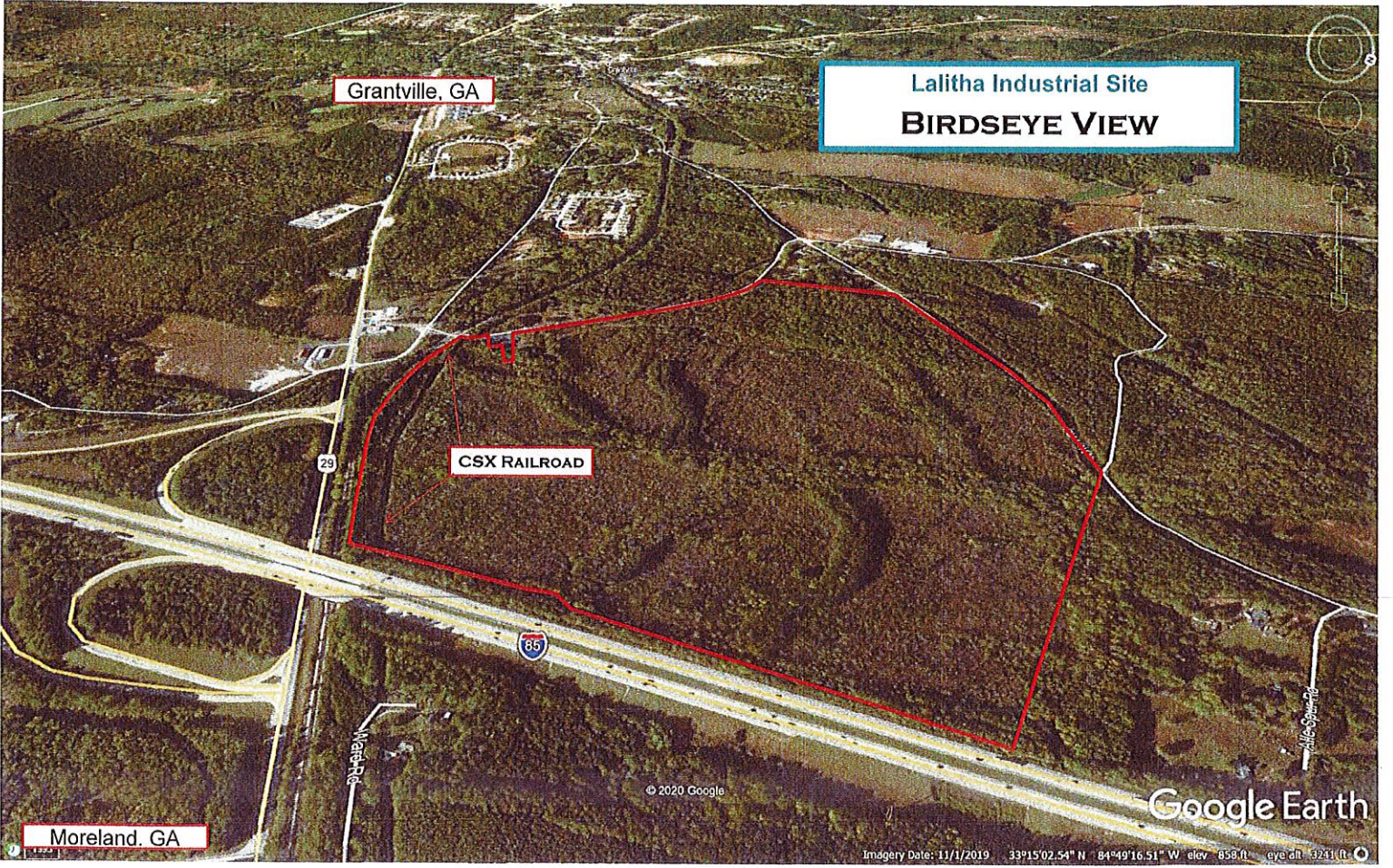
- 196.43 Acres.
- Gently Rolling Topo.
- Recent Phase I Completed.
- Adjacent to I-85.
- Adjacent to CSX Rail Line.
- Near Kia Plant and CSX Intermodal Facility.
- 7 Miles to the Newnan Airport; 25 Miles to Atlanta International.



COURSEY PROPERTIES, INC.
1239 Martin Mill Road
Moreland Georgia, 30259
Cell: (770) 560-0626
Cell: (770) 296-4748
Off: (770) 755-6588
Email: monty@courseyproperties.com
Email: chio@courseyproperties.com







Grantville, GA

Lalitha Industrial Site
BIRDSEYE VIEW

CSX RAILROAD

29

85

Moreland

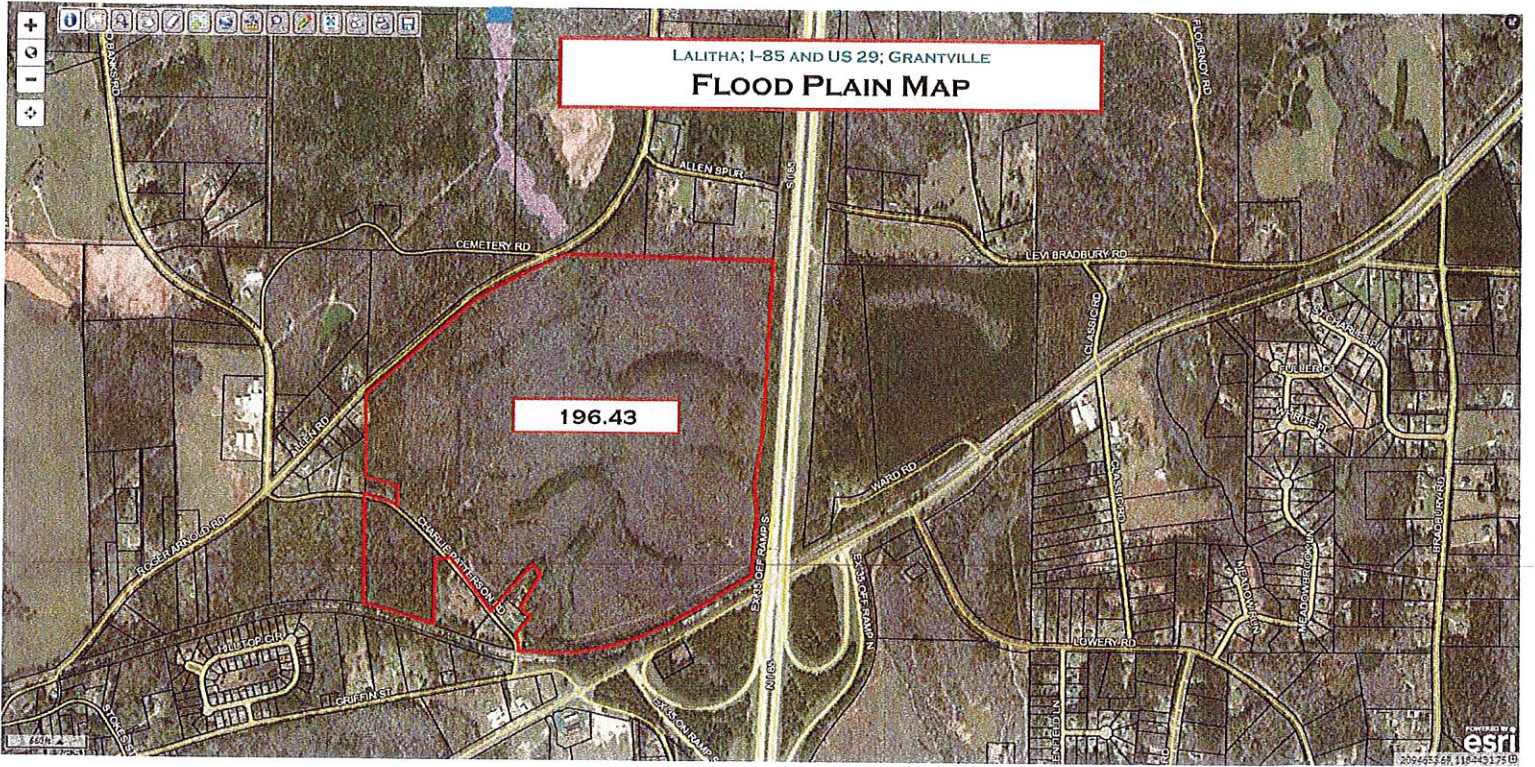
Lalitha Industrial Site

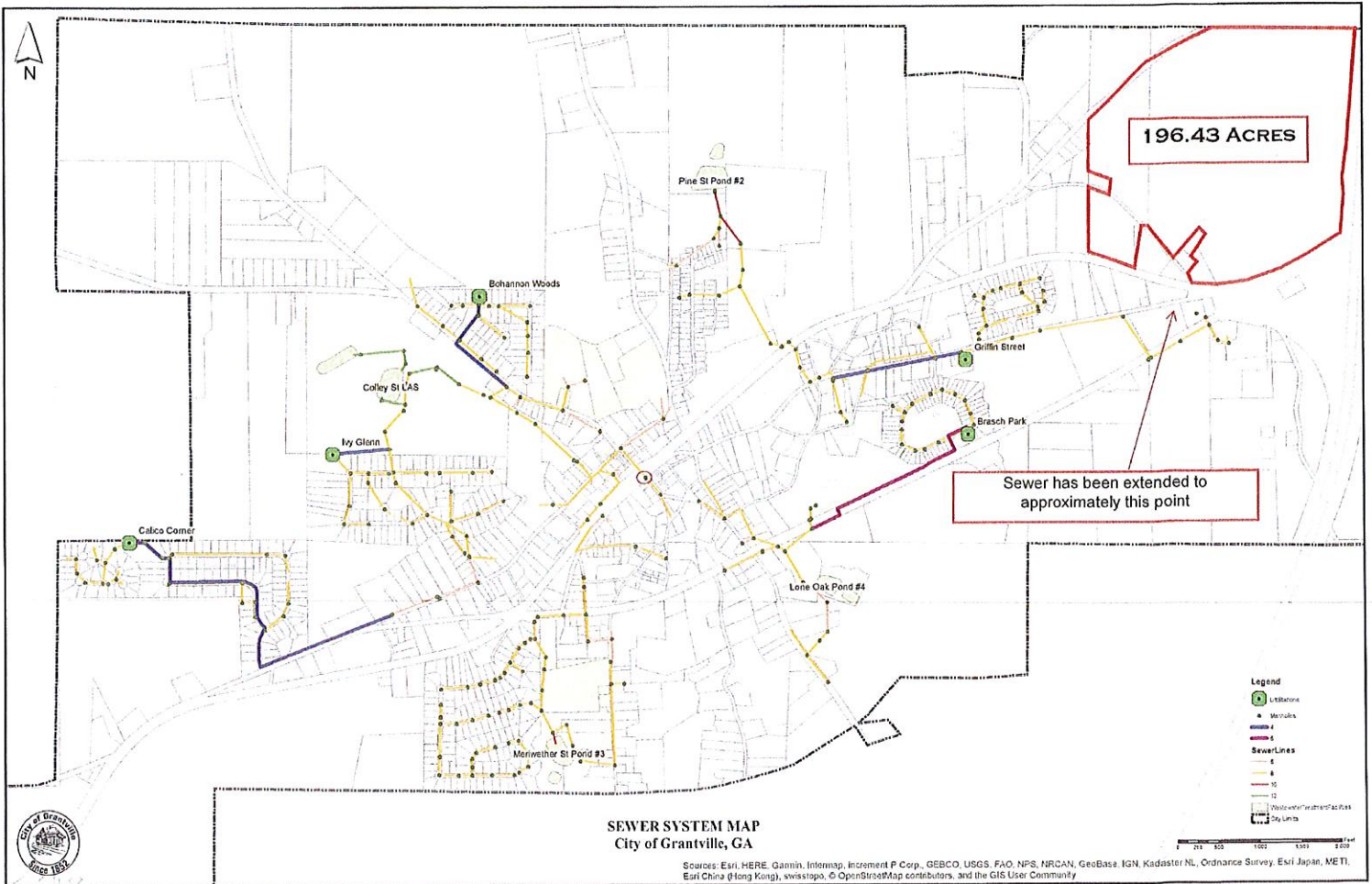
Moreland, GA

© 2020 Google

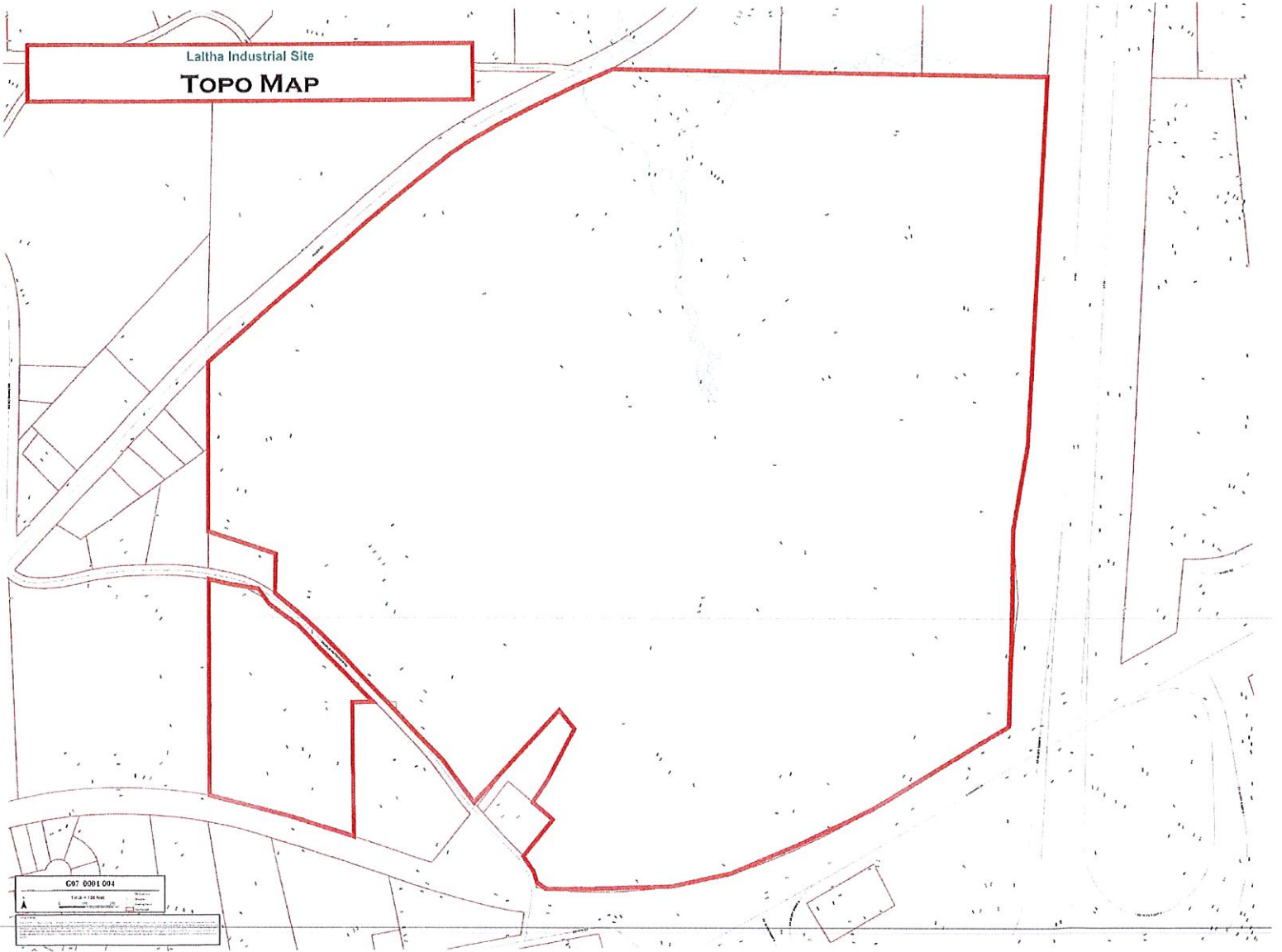
Google Earth

Imagery Date: 11/1/2019 33°15'02.54" N 84°49'16.51" W elev 859 ft eye alt 3241 ft



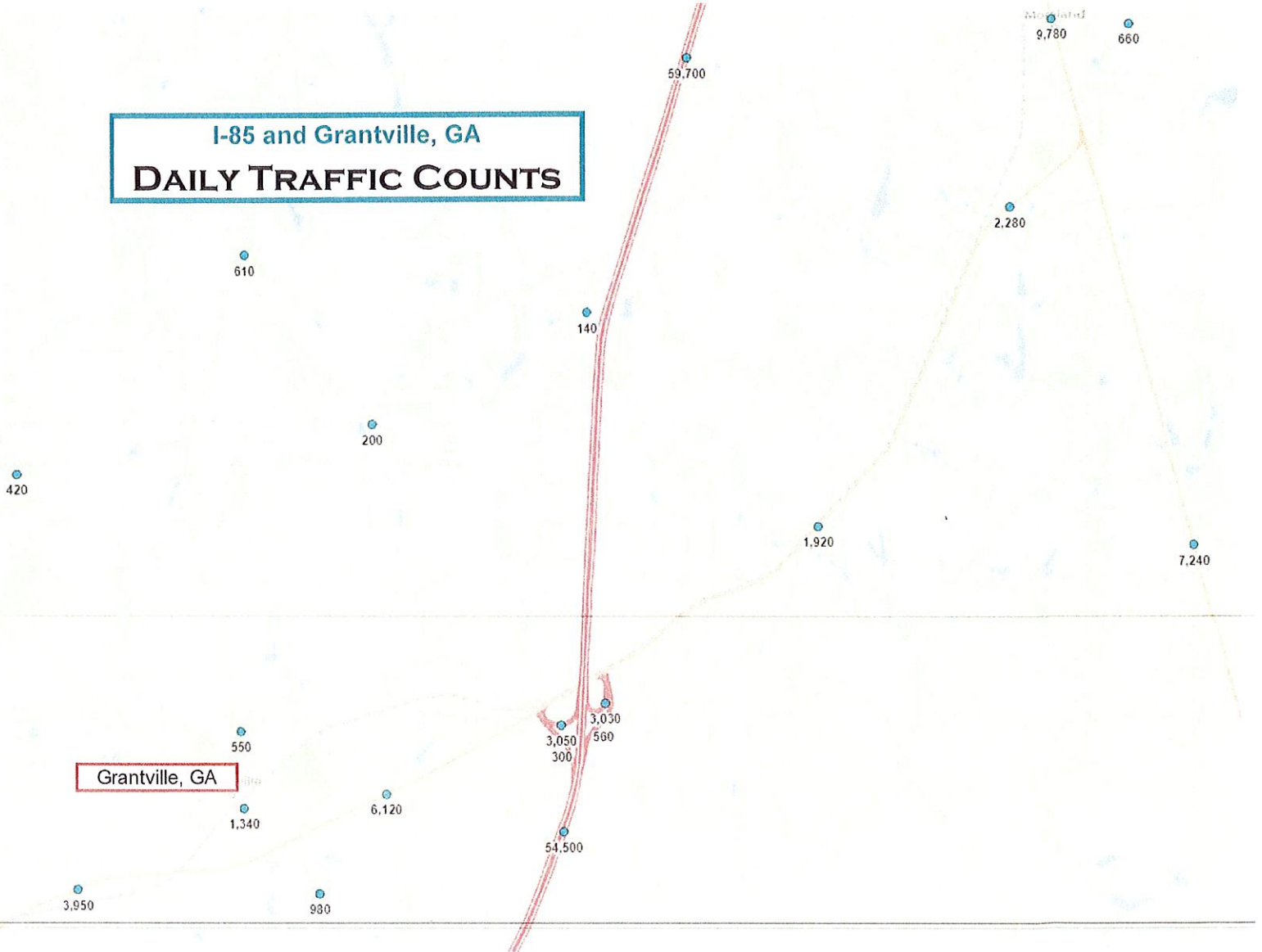


Laltha Industrial Site
TOPO MAP



C07 0001 001
Scale: 1" = 100' (Horizontal)
Scale: 1" = 20' (Vertical)
Date: 10/15/2010
Author: [Name]
Title: [Title]
Project: [Project Name]

I-85 and Grantville, GA DAILY TRAFFIC COUNTS



ATLANTA AREA LOCATION MAP

CSX Intermodal Facility

Atlanta International Airport

SITE

Kia Plant



ACKNOWLEDGEMENTS

Coweta County

www.coweta.ga.us

Coweta County Planning and Zoning
Department

www.coweta.ga.us

Coweta County Tax Accessory
Office

www.cowetatax.com

Coweta County Development
Authority

www.developcoweta.com

Georgia Department of
Transportation

www.dot.state.ga.us

Newnan-Coweta Chamber of
Commerce

www.newnancowetachamber.org

Coursey And Associates, Architects

www.courseyarchitects.com

Atlanta Regional Commission

www.atlantaregional.com

CoStar Group

www.costar.com

LoopNet

www.loopnet.com

City Data

www.city-data.com

MSN Maps

<http://www.bing.com>

MapQuest Maps

<http://www.mapquest.com/>

Google Maps

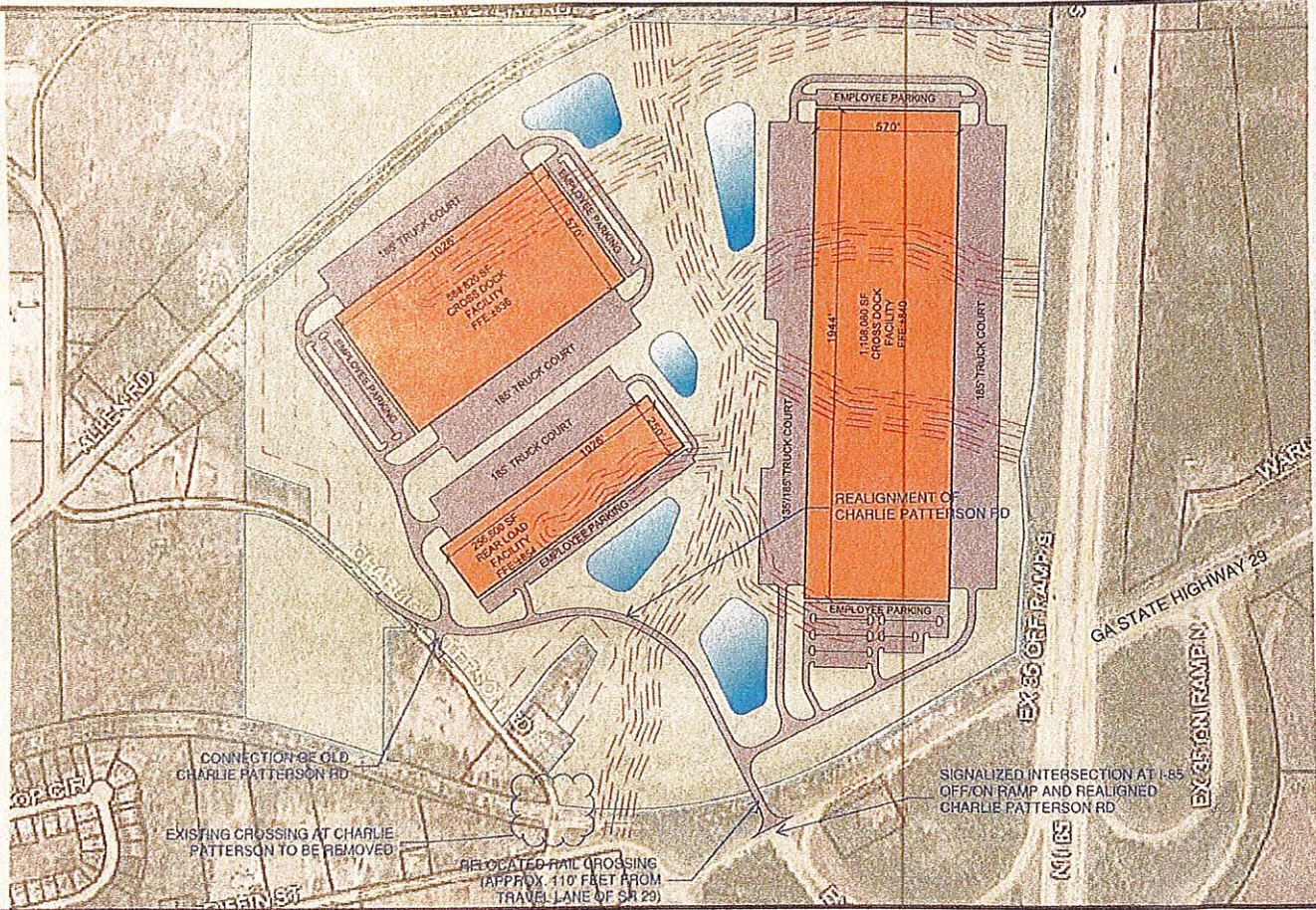
<http://maps.google.com/>

land.plans

drewyer@numail.org

NOTE: The information used in the assembly of this presentation was derived from the above listed sources (among others). Coursey Properties, Inc. assumes no responsibility for the accuracy or completeness of this data.

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GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

HIGHWAY 29 GRANTVILLE, GA

3/17/22



NORTH

TEL 770 452 7849
2551 FLOWERS ROAD SOUTH, SUITE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

- ▼ LAND PLANNING
- ▼ CIVIL ENGINEERING
- ▼ LANDSCAPE ARCHITECTURE



LINK TO DRONE VIDEO PRESENTATION

[https://www.dropbox.com/sh/04s2cuhluyfcks6/AAAiOWxZ4TAqNENEngNqLpBVa/Grantville_Final4K_1m15s.mp4?d](https://www.dropbox.com/sh/04s2cuhluyfcks6/AAAiOWxZ4TAqNENEngNqLpBVa/Grantville_Final4K_1m15s.mp4?dl=0)

l=0

Grantville Cemetery Trust

To: Grantville City Council

Date: May 8, 2022

Re: Application to Appoint Successor Trustees to the Grantville Cemetery Trust

According to the Grantville Cemetery Trust's Corporate Resolution, whenever a vacancy on the Trust Board is not filled within three months, the Grantville City Council is charged with making the appointments to fill these vacancies.

On December 20, 2017, all of the Trustees, except Mr. Marion Cieslik resigned. Even though Mr. Rodney Mowery's name is listed as being absent at the December 20, 2017, meeting, he had declined the appointment because of his wife's health. As a result, this left Mr. Cieslik as the only member on the Trust. Mr. Cieslik resigned in February, 2022.

These referenced seats have been vacant more than three months and need to be filled. I am asking your concurrence in appointing me, Selma Coty, along with Mr. Barham Lundy, Mrs. Sandy Luttrell, and Mr. Rodney Mowery as Trustees of the Grantville Cemetery Trust.

A number of decisions need to be made about our city cemetery and it is imperative that these appointments be made ASAP.

Thank you,

Selma Coty,
Acting Chairman •

CITY OF GRANTVILLE
APPLICATION FOR SPECIAL EVENT PERMIT
(Please Print or Type All Information)

Revised April 2021

Return completed application and other required forms and information to: City of Grantville, P.O. Box 160, 123 LaGrange Street, Grantville, Georgia 30220. For assistance or information please call 770-583-2289.
REFER TO THE SPECIAL EVENTS ORDINANCE FOR SPECIFIC REGULATIONS

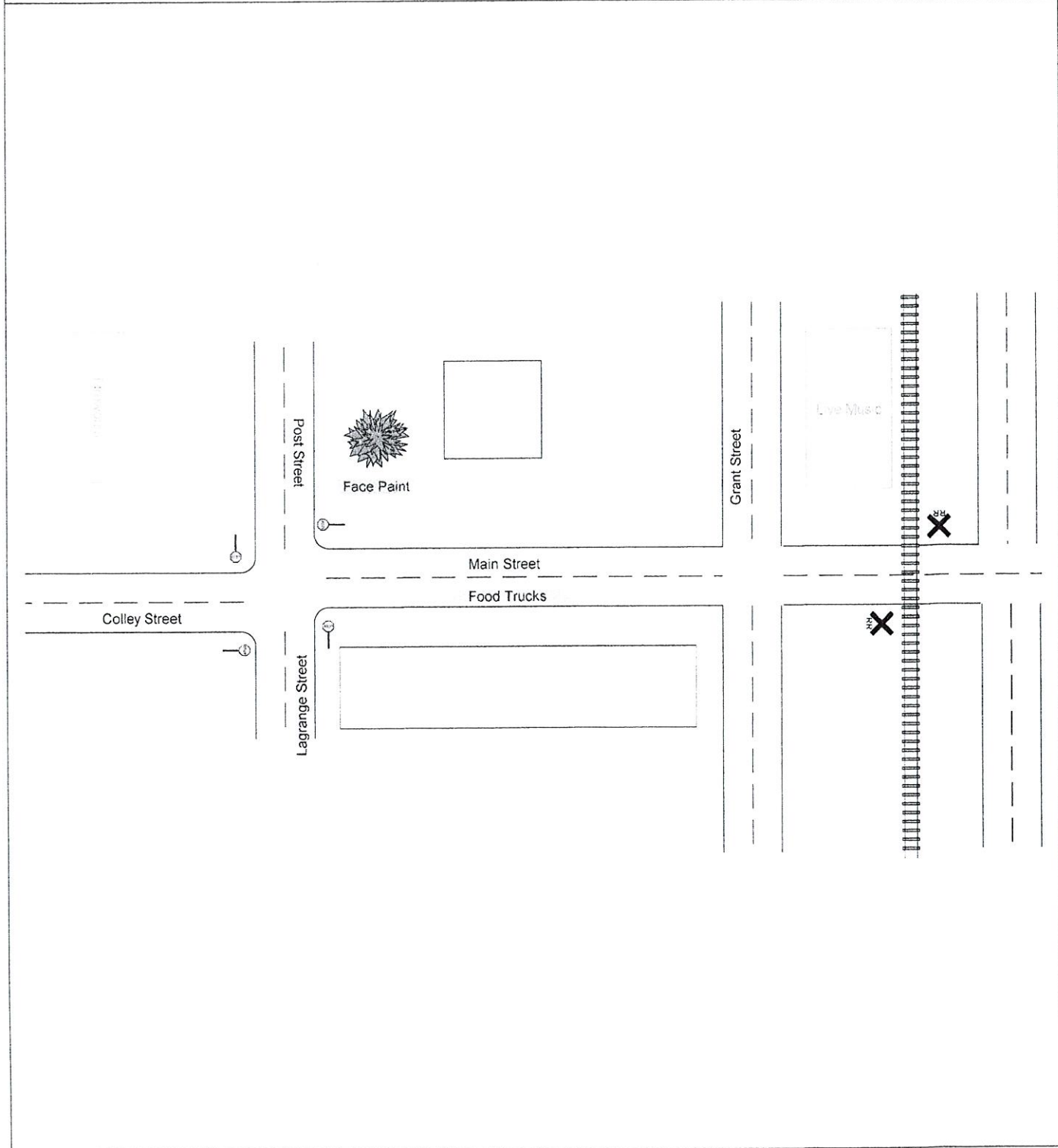
Name of Event: Fireworks Festival		
Type and Purpose of Event (Check all that apply):		
<input checked="" type="checkbox"/> Festival	<input type="checkbox"/> Rally/Demonstration	<input type="checkbox"/> Race/Walkathon
<input checked="" type="checkbox"/> Concert/Street Dance	<input type="checkbox"/> Sale/Auction	<input checked="" type="checkbox"/> Fireworks
<input type="checkbox"/> Parade/March	<input type="checkbox"/> Sidewalk Exhibit	<input type="checkbox"/> Other (specify)
Purpose/Description of Event (attach additional sheets if needed): Entertainment For Citizens		
Name of Director/Sponsor ("Producer"): Grantville PD		
Complete Address: 123 Lagrange St Grantville GA 30220		
Telephone: (Work): 770 583 2289 (Home):		
** Attach additional sheet(s) listing Contact information for ALL individuals and/or organizations sponsoring the event. . . include name, complete address, & phone numbers)		
Date(s) and Time(s) of Event (including time for set up prior to, and clean up following, the event) : July 3RD 3pm until 11pm		
Location(s) of Event (be specific): main st		
Peak Crowd Estimate: 2000		

**** Attach executed "Waiver and Indemnity Agreement"**

**** Attach Map(s) and Plans showing the following:**

1. A site plan showing the layout of the event area, showing the event production area in detail, and specifying the boundaries of the overall event assembly area, including portable toilets to be provided, and show the number of such toilets at each location.
2. Any street closings requested, which streets, who will guard the closed streets, dates and times of closing.
3. Two copies of a drawing with dimensions showing the proposed location of temporary activities, traffic patterns and curb cuts and compliance with Special Events Ordinance.
4. Any temporary outdoor structures proposed to be erected, describing them in detail.
5. Any signs or banners proposed to be erected, giving details.
6. Whether a parade is planned, the time, location and anticipated number of participants. (See "Grantville Parade Ordinance")
7. Any entertainment planned, giving details as to nature, time & place of such entertainment.

Case Number:	Date:
Location:	
Description:	



Al Grieshaber

From: Chris Balch <chris@balchlawgroup.com>
Sent: Friday, May 20, 2022 1:06 PM
To: Al Grieshaber
Subject: Grantville Invoices re Mayor's Challenge
Attachments: Invoice_
10899.Douglas_Jewell.Grantville_Form_of_Government_Challenge.02-18-2020.doc;
Invoice_
10973.Douglas_Jewell.Grantville_Form_of_Government_Challenge.03-08-2022.doc;
Invoice_
10985.Douglas_Jewell.Grantville_Form_of_Government_Challenge.05-02-2022[83].doc

Al:

Since Mark has recused himself and the Macon lawyers are no longer active in this dispute, I am emailing you directly. If I should communicate with someone else, please advise.

I am attaching the 3 invoices that are subject to reimbursement to Mayor Jewell as a result of his success in his suit against the Council related to the Charter Change. The total due is \$14,736.65. Thank you for your assistance. I will see you on Monday evening.

Best regards,
Chris

Chris Balch
Lawyer
Balch Law Group
830 Glenwood Ave
Suite 510-220
Atlanta, GA 30316
404-202-5934 (m)

Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | **Fax:** 404.963.0072

ACCOUNT STATEMENT

Prepared for:
Douglas Jewell

Previous Balance \$0.00

Current Charges **\$9,425.00**

New Balance \$9,425.00

Adjustments \$0.00

RE:
Grantville Form of Government
Challenge

Payments (\$1,361.65)

Now Due **\$9,425.00**

Trust Account \$2,638.35

Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | **Fax:** 404.963.0072

INVOICE

Douglas Jewell

Invoice Date

May 02, 2022

Invoice Number

10985

**Invoice
Amount**

\$9,425.00

Matter: Grantville Form of Government Challenge

Attorney's Fees

Date	Description	Client	Hours	Amount
8/18/2021	Work on briefing for and draft documents and exhibits for Motion for Summary Judgment	C.B.	3.30	\$825.00
8/20/2021	Continue work on MSJ	C.B.	2.10	\$525.00
9/7/2021	Begin work on Motion for Summary Judgment on violation of Home Rule statute	C.B.	3.60	\$900.00
9/23/2021	Complete work on Motion, brief and supporting documents as exhibits in support of motion for summary judgment	C.B.	5.70	\$1,425.00
10/15/2021	File motion and accompanying documents	C.B.	1.10	No Charge
11/17/2021	Receipt and review of Defendants' cross motion for summary judgment and brief in support	C.B.	1.60	\$400.00
11/24/2021	Work on reply brief in support of motion for summary judgment	C.B.	1.90	\$475.00
11/30/2021	Finalize and file reply brief on Motion for summary judgment	C.B.	1.90	\$475.00
1/4/2022	Telephone call with Court available hearing dates for MSJ; draft Rule Nisi with date for hearing; email draft Rule Nisi for hearing	C.B.	0.70	\$175.00
3/17/2022	Work on preparation for oral argument	C.B.	2.20	\$550.00
3/18/2022	Complete oral argument preparation for hearing on cross motions for Summary Judgment	C.B.	3.30	\$825.00
3/21/2022	Oral argument on cross-motions for Summary Judgment; travel to and from Newnan for argument	C.B.	3.20	\$800.00
3/21/2022	Attend and argue motion for summary judgment; travel to and from Courthouse	C.B.	5.50	\$1,375.00

4/1/2022	Receipt and review order granting Motion for Mayor Jewell; telephone call with client on status and what may happen from here	C.B.	1.60	\$400.00
4/8/2022	Emails from opposing counsel with query to Court; our response to query; email from court that order is final; telephone call with opposing counsel about nature of query	C.B.	1.10	\$275.00
SUBTOTAL			38.80	\$9,425.00

Costs

SUBTOTAL			\$0.00
-----------------	--	--	---------------

Matter Ledgers

5/20/2021	Balance before last invoice	(\$1,000.00)
3/8/2022	Invoice 10973	\$2,361.65
3/8/2022	Funds transferred from Trust - Payment from Trust	(\$1,361.65)
5/2/2022	Invoice 10985	\$9,425.00
SUBTOTAL		\$9,425.00

Thankyou. We appreciate your business.

Please see following page for invoice summary and payment details.

Balch Law Group

Attorneys at Law

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | **Fax:** 404.963.0072

INVOICE SUMMARY

TOTAL	\$9,425.00
PREVIOUS BALANCE DUE	\$0.00
CURRENT BALANCE DUE AND OWING	\$9,425.00

PLEASE NOTE– Payment is due on receipt. Cheques or money orders – made payable to: Balch Law Group

POST NO CASH PLEASE – call us for further details or assistance

Thankyou. Please detach and return bottom portion along with your remittance

Invoice Date: May 02, 2022

Invoice Number: 10985

Invoice Amount: \$9,425.00

Amount Enclosed: _____

Douglas Jewell

Balch Law Group

830 Glenwood Ave
Suite 510-220
Atlanta, GA 30316

Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316
Phone: 404.963.0045 | **Fax:** 404.963.0072

ACCOUNT STATEMENT

Prepared for:
Douglas Jewell

Previous Balance	(\$1,000.00)
Current Charges	\$2,361.65
New Balance	\$1,361.65

Adjustments	\$0.00
--------------------	--------

RE:
Grantville Form of Government
Challenge

Payments	(\$3,950.00)
Now Due	\$1,361.65
Trust Account	\$4,000.00

Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | **Fax:** 404.963.0072

INVOICE

Douglas Jewell	Invoice Date	March 08, 2022
	Invoice Number	10973
	Invoice Amount	\$2,361.65

Matter: Grantville Form of Government Challenge

Attorney's Fees

2/18/2020	Draft Open records Act request to City of Grantville; work on complaint; draft verification; communicate with client re draft complaint	C.B.	4.20	\$1,050.00
2/24/2020	Follow up with City Clerk regarding open records act documents; emails from and to city clerk regarding qualifying documents requested for members of Counsel	C.B.	0.20	\$50.00
2/28/2020	Receipt and review of documents from City Clerk but not certified; receipt and review of documents from City Clerk on qualifying for council members to confirm addresses	C.B.	0.50	\$125.00
3/2/2020	Finalize and file complaint	C.B.	2.10	\$525.00
9/22/2020	Review, identification and organization of Defendants' responses and documents to Plaintiff's discovery (1.5); Preparation of summary of Defendants' documents produced for attorney's review and use. (1.0)	M.L.Q.	2.50	\$375.00
SUBTOTAL			9.50	\$2,125.00

Costs

3/2/2020	Filing Fees for Complaint			\$236.65
SUBTOTAL				\$236.65

Matter Ledgers

2/18/2020	Balance before last invoice			\$0.00
------------------	-----------------------------	--	--	--------

2/18/2020	Invoice 10899	\$2,950.00
4/17/2020	Paid in Full	(\$2,950.00)
5/20/2021	Funds transferred from Trust - Partial payment of invoice for time billed	(\$1,000.00)
3/8/2022	Invoice 10973	\$2,361.65
SUBTOTAL		\$1,361.65

Thankyou. We appreciate your business.

Please see following page for invoice summary and payment details.

Balch Law Group

Attorneys at Law

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | **Fax:** 404.963.0072

INVOICE SUMMARY

TOTAL	\$2,361.65
PREVIOUS BALANCE (CREDIT)	(\$1,000.00)
CURRENT BALANCE DUE AND OWING	\$1,361.65

PLEASE NOTE– Payment is due on receipt. Cheques or money orders – made payable to: Balch Law Group

POST NO CASH PLEASE – call us for further details or assistance

Thankyou. Please detach and return bottom portion along with your remittance

Invoice Date: March 08, 2022

Invoice Number: 10973

Invoice Amount: \$2,361.65

Amount Enclosed: _____

Douglas Jewell

Balch Law Group

830 Glenwood Ave
Suite 510-220
Atlanta, GA 30316

Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316
Phone: 404.963.0045 | **Fax:** 404.963.0072

ACCOUNT STATEMENT

Prepared for:
Douglas Jewell

Previous Balance	\$0.00
Current Charges	\$2,950.00
New Balance	\$2,950.00

Adjustments	\$0.00
--------------------	--------

RE:
Grantville Form of Government
Challenge

Payments	\$0.00
Now Due	\$2,950.00
Trust Account	\$0.00

Balch Law Group

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | **Fax:** 404.963.0072

INVOICE

Douglas Jewell	Invoice Date	February 18, 2020
	Invoice Number	10899
	Invoice Amount	\$2,950.00

Matter: Grantville Form of Government Challenge

Attorney's Fees

1/15/2020	Review proposed ordinances related to changes to charter for infirmities; meet with client to discuss options; travel to and from Newnan	C.B.	5.30	\$1,325.00
2/17/2020	Review Council agenda related to charter changes; create exhibits to be used for discussion with Council; legal research; appear for City Council meeting; confer with client; travel to and from Grantville	C.B.	6.50	\$1,625.00
SUBTOTAL			11.80	\$2,950.00

Costs

SUBTOTAL				\$0.00
-----------------	--	--	--	---------------

Matter Ledgers

2/18/2020	Invoice 10899			\$2,950.00
SUBTOTAL				\$2,950.00

Thankyou. We appreciate your business.

Please see following page for invoice summary and payment details.

Balch Law Group

Attorneys at Law

830 Glenwood Ave Suite 510-220 Atlanta, GA 30316

Phone: 404.963.0045 | **Fax:** 404.963.0072

INVOICE SUMMARY

TOTAL	\$2,950.00
PREVIOUS BALANCE DUE	\$0.00
CURRENT BALANCE DUE AND OWING	\$2,950.00

PLEASE NOTE– Payment is due on receipt. Cheques or money orders – made payable to: Balch Law Group

POST NO CASH PLEASE – call us for further details or assistance

Thankyou. Please detach and return bottom portion along with your remittance

Invoice Date: February 18, 2020

Invoice Number: 10899

Invoice Amount: \$2,950.00

Amount Enclosed: _____

Douglas Jewell

Balch Law Group

830 Glenwood Ave
Suite 510-220
Atlanta, GA 30316

ORDINANCE NO. 2022-05

AN ORDINANCE BY THE CITY OF GRANTVILLE, GEORGIA
TO AMEND CHAPTER 41, ARTICLE III OF THE CODE OF ORDINANCES TO
MAKE REESE STREET A ONE-WAY STREET FROM LAGRANGE STREET TO
HIGHWAY 29/STATE ROUTE 14 AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council of the City of Grantville are charged with safeguarding the safety, health and welfare of the citizens of the City, and

WHEREAS, the Mayor and City Council have determined that the safety, health and welfare of the citizens of the City is better safeguarded by making Reese Street a one way street;

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Grantville, Georgia, and it is hereby ordained by the authority of the same that the following ordinance is hereby adopted:

Section 1: That Article III of Chapter 41 of the Code of Ordinances is amended to read as follows:

Sec. 41-51. One-way streets designated.

(g) Reese Street shall be a one-way street from LaGrange Street to US Highway 29/State Route 14.

(h) Any violation of this section shall subject the violator to a fine not to exceed \$500.00.

Section 2

That any and all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

First Reading:_____

SO ORDAINED in lawfully assembled open session this ____ day of _____, 2022.

MAYOR

Attest:_____
Clerk