



Newnan City Council Meeting

July 22, 2025

Newnan City Hall

Richard A. Bolin Council Chambers

25 LaGrange Street

6:30 PM

CALL TO ORDER

INVOCATION

READING OF MINUTES

- A. Minutes from Regular Meeting on June 17, 2025
- B. Minutes from Work Session on June 17, 2025

REPORTS OF BOARDS AND COMMISSIONS

- C. 1 Appointment - Christmas Commission, 3 year term
- D. 3 Appointments - Cultural Arts Commission, 3 year terms
- E. 2 Appointments - Ethics Commission, 2 year terms
- F. 1 Appointment - Keep Newnan Beautiful, 3 year term

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- G. Public Hearing - Application for Alcohol Beverage License - Line Creek Brewing Co. dba The Reserve - Manufacturer of Distilled Spirits, Malt Beverages and Wine - 18 Savannah St. - Reason: Addition of Distilled Spirits
- H. Public Hearing - 2025 Update to the Capital Improvements Element, including the 2025 Update to the Short-Term Work Program
- I. 2024 Budget Amendment Year End Per Audit Purposes
- J. Consideration of an Intergovernmental Agreement Between Coweta County and Certain Cities for the purpose of implementing the provisions of the Official Code of Georgia as they relate to a County Floating Local Option Sales Tax ("FLOST")
- K. Consideration of a Resolution Authorizing Participation in an Amicus Brief in the Chang V. City of Milton Appeal
- L. Consideration of an Order and Resolution to Acquire Property by Condemnation for the Stillwood Drive and Newnan Crossing Boulevard East Round-A-Bout Project
- M. Consideration of Contract Award for Roundabout Construction at Newnan Crossing Blvd East and Stillwood Drive

UNFINISHED BUSINESS

- N. Public Hearing - Annexation Request for Annex2025-03 by Greg K. Rogers - 1.1994+/- acres on State Route 34 Bypass (a portion of Tax Parcel #073B 033) and 0.4996+/- acre on Roscoe Road (a portion of Tax Parcel 073B 032); Rezoning Request for RZ2025-05 by Greg K. Rogers - 20.0119± acres at 204 Roscoe Road (Tax Parcel #073B 010); Requested zoning of RU-7 (Urban Residential Single-Family Dwelling – High Density District) for the development of 61 single-family detached homes
- O. Public Hearing - Zoning Ordinance Text Amendments to Article 3 pertaining to model homes and short-term rentals.
- P. 2nd and Final Reading - Rezoning Request RZ2024-04 for 7.06 + acres at 147 Temple Ave
- Q. 2nd and Final Reading - Rezoning Request RZ2025-04 for 10.48 + acres at 521 and 531 Newnan Crossing Bypass
- R. Consideration of Request to Release Bids for Curb and Stormwater Improvements on Woodlane Drive

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

MOTION TO ENTER INTO EXECUTIVE SESSION

- S. Motion to Enter into Executive Session

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, June 17, 2025 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

Mayor Brady called the meeting to order and delivered the invocation.

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose, Jim Thomasson, Rhodes Shell, Cynthia Jenkins, Paul Guillaume and Dustin Koritko. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; Assistant City Manager, Meg Kelsey; City Clerk, Megan Shea and City Attorney, Brad Sears.

READING OF MINUTES

A. Minutes from the Work Session on May 27, 2025

Motion by Councilman DuBose, seconded by Councilman Koritko to dispense with the reading of the minutes of the Work Session on May 27, 2025 and adopt them as presented.

MOTION CARRIED. (7-0)

B. Minutes from the Regular Meeting on May 27, 2025

Motion by Mayor Pro Tem Thomasson, seconded by Councilman Shell to dispense with the reading of the minutes of the Regular Meeting on May 27, 2025 and adopt them as presented.

MOTION CARRIED. (7-0)

Amend Agenda

Mayor Brady asked Council to amend the agenda for two items.

Councilwoman Jenkins asked for direction to Staff to amend the Historic Residential Design Overlay to include Chalk Level and Rocky Hill. Mayor Brady then asked to amend the agenda to include a Resolution recognizing the Newnan High School Baseball team.

Motion by Mayor Pro Tem Thomasson, seconded by Councilman DuBose to amend the agenda for two items.

MOTION CARRIED. (7-0)

REPORTS OF BOARDS AND COMMISSIONS

C. 1 Appointment – Christmas Commission, 3-year term

Continue to next agenda.

D. 1 Appointment – Convention Center Authority, 3-year term

Motion by Councilman Shell, seconded by Councilman Koritko to reappoint Michael Colpoys to the Convention Center Authority.

MOTION CARRIED. (7-0)

E. 1 Appointment – Cultural Arts Commission, 3-year term

Continue to next agenda.

F. 2 Appointments – Ethics Commission, 2-year terms

Continue to next agenda.

G. 2 Appointments – Keep Newnan Beautiful, 3-year terms

Motion by Councilwoman Jenkins, seconded by Councilman Koritko to reappoint Alicia Bohannon to Keep Newnan Beautiful.

MOTION CARRIED. (7-0)

Continue other appointment to next agenda.

H. 1 Appointment – Tree & Parks Commission, 3-year term

Motion by Councilwoman Jenkins, seconded by Councilman Koritko to appoint Kristy Franklin to the Tree & Parks Commission.

MOTION CARRIED. (7-0)

I. 1 Appointment – Youth Activities Commission, 3-year term

Motion by Councilwoman Jenkins, seconded by Councilman Koritko to reappoint Cynthia Culbreath to the Youth Activities Commission.

MOTION CARRIED. (7-0)

Appointment - Cultural Arts Commission, Off Agenda

Motion by Councilman Guillaume, seconded by Councilman Koritko to appoint Elizabeth Williams to the Cultural Arts Commission.

MOTION CARRIED. (7-0)

NEW BUSINESS

J. Public Hearing – Application for Alcohol Beverage License – JaPaneck Frank Hibachi & Sushi, LLC – Retail on Premise (Pouring) Sales of Malt Beverages and Wine – 31 Market Square Rd. Suite E – Reason: New Business

Mayor Brady opened a public hearing on the application for a Retail On Premise (Pouring) Sales of Malt Beverages and Wine for JaPaneck Frank Hibachi & Sushi, LLC at 31 Market Square Rd., Ste E.

A representative of the applicant was present for the hearing. No one spoke for or against the application. Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

Motion by Councilman DuBose, seconded by Councilman Koritko to approve the application for a Retail On Premise (Pouring) Sales of Malt Beverages and Wine.

MOTION CARRIED. (7-0)

K. Consideration of Amended Franchise Agreement between the City of Newnan and Atlanta Gas Light Company

Motion by Councilman Shell, seconded by Councilman Koritko to adopt the agreement as presented.

MOTION CARRIED. (7-0)

L. Consideration of Resolutions for Qualifying Period and Election Superintendent for the General Election on November 4, 2025

Motion by Councilman Shell, seconded by Councilman Koritko to adopt the resolution setting the qualifying period for the General Election as presented.

MOTION CARRIED. (7-0)

Motion by Councilman DuBose, seconded by Councilman Koritko to adopt the resolution for Election Superintendent for the General Election as presented.

MOTION CARRIED. (7-0)

M. Consideration of Resolutions Calling for a Special Referendum Election and Appointing Election Superintendent for a Special Referendum Election on November 4, 2025

Motion by Councilman DuBose, seconded by Councilman Koritko to adopt the resolution calling for a Special Referendum Election on November 4, 2025 as presented.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Councilman Koritko to adopt the resolution for Election Superintendent for the Special Referendum Election as presented.

MOTION CARRIED. (7-0)

AMENDED ITEMS

Historic Overlay Design District

Councilwoman Jenkins explained that Chalk Level and Rocky Hill are not currently included in the Historic Residential Overlay Design group for historic preservation and she is proposing adding them. Once added they would also have to go through the Certificate of Appropriateness process for new construction in those areas. Councilman Koritko asked what the benefit is in doing this? Councilwoman Jenkins stated that there aren't historic preservation guidelines for existing homes but there are for new construction. This would require new construction to go to the Planning Commission for a Certificate of Appropriateness so that new construction keeps with the character of the neighborhood.

Motion by Councilwoman Jenkins, seconded by Mayor Pro Tem Thomasson to have staff bring back an amended ordinance adding these two neighborhoods to the Historic Residential Overlay Design group.

MOTION CARRIED. (7-0)

Resolution for Newnan High School Baseball Team

Mayor Brady explained that this is a resolution to congratulate the Newnan High School baseball team on winning the State Championship.

Motion by Councilman Koritko, seconded by Mayor Pro Tem Thomasson to adopt the resolution as presented.

MOTION CARRIED. (7-0)

UNFINISHED BUSINESS

N. Public Hearing – Zoning Ordinance Text Amendments to Articles 2 and 13 – revising terminology pertaining to Alcohol Beverage Manufacturers

Mayor Brady opened the public hearing.

Dean Smith, Senior Planner, explained that earlier this year Council adopted changes to how alcoholic beverage manufacturers are classified. This aligns the zoning ordinance terminology with those changes. Planning Commission voted unanimously in favor of the changes. There are different classifications depending on the amount produced.

No one spoke for or against. Mayor Brady closed the public hearing.

Motion by Councilman Shell, seconded by Mayor Pro Tem Thomasson to adopt the ordinance amendments as presented.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Councilman Koritko to accept the report and recommendation from the Planning Commission.

MOTION CARRIED. (7-0)

O. Public Hearing – City Council initiated Annexation – Annex2025-01 for 3.02 + acres at 423 Jefferson St. (Tax Parcel #086 5055 0022) – Requested zoning of RU-7

Mayor Brady opened the public hearing. Mayor Brady stated that this was initiated by Council due to an issue at this property with sewer and septic.

Tracy Dunnavant, Planning Director, further explained that Mr. Mottola requested connection to the city sewer. She gave an overview of the 8 required standards. The proposed use is suitable in view of zoning and development of adjacent and nearby property. The greatest adverse impact would be traffic; however, it would be minimal. The property could be used as currently zoned, but RU-7 would have less impact on the community. The proposed annexation did not require a community impact study, but service providers were contacted, and a fiscal impact analysis was conducted, and the impact will not be excessive. Even though this property is outside of the city limits, the proposed development would be compatible with the purpose and intent of the Comprehensive Plan. The proposed use is consistent with the proposed zoning district requested. This property is outside of the City's Comprehensive Plan but the adjacent tracts are built community so it would be consistent. The proposed project would reflect a reasonable balance between the promotion of public health, safety, morality and general welfare and the right to unrestricted use of property. Overall, staff found the project to meet all 8 standards.

The County did not object to the annexation. The Planning Commission voted 5-2 to recommend approval with two conditions. If more than one unit is proposed on the site, the owner will bring the final concept plan and proposed elevations back to Planning Commission for approval and no more than 10% of the units will be rental properties.

The Applicant, Wes Hauser, stated that he had no comments and agrees with all recommendations. No one spoke against. Mayor Brady closed the public hearing.

Motion by Councilman Shell, seconded by Councilman Guillaume to accept the report and recommendation from the Planning Commission.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Councilman Guillaume to approve the annexation as presented.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Mayor Pro Tem Thomasson to approve the rezoning with conditions from the Planning Commission as presented.

MOTION CARRIED. (7-0)

P. Public Hearing – Rezoning Request RZ2024-04 for 7.06 + acres at 147 Temple Ave from CUN (Urban Neighborhood Commercial District) to PDR (Planned Development Residential) for developing an attached dwelling unit residential neighborhood

Mayor Brady stated that he had to recuse himself from the next two items, due to business relationships. Mayor Pro Tem Thomasson took over the meeting and opened the public hearing.

Dean Smith, Senior Planner, explained that the full report is online and in the packet. He gave an overview of the project. The site is currently undeveloped. The purpose of the rezoning is to develop 32 attached residential dwelling units to include duplexes, triplexes and townhomes. The project meets all 8 standards and Mr. Smith gave an overview of those.

The proposed use is suitable in view of the zoning and development of adjacent properties. The biggest impact would be traffic, but it would be minimal. There are no substantial reasons why the property cannot be used as currently zoned, but the City has not been asked to review any commercial developments proposed for this location. There are existing environmental constraints on the property. The proposed use is not expected to cause burdensome use of public facilities or services. The proposed use is compatible with the purpose and intent of the Comprehensive Plan, even though it was not previously considered residential development but the City has flexibility with this. The proposed use is consistent with the proposed zoning district. The proposed use is not supported by new or changing conditions not anticipated by the Comprehensive Plan, as a need for more housing options is evident. The proposed use reflects a reasonable balance between the promotion of public health, safety, morality, general welfare and the right to unrestricted use of property.

The Planning Commission voted 6-0 to recommend approval with one commissioner having to recuse himself due to a conflict of interest. The 6 conditions attached to the project are that the project will comply with the concept plan submitted, mixture of dwellings shall be consistent with renderings submitted, development shall have walking trail as shown in the concept plan, project shall be consistent with density, project data, amenities, proffered conditions and architectural details as provided in the application, the project shall be capped at 32 units maximum and no more than 3 units shall be rental units.

Applicant:

Mr. Steven Jones, on behalf of the applicant, Templar Development, gave an overview of the revised concept plan and the project. They worked with staff and removed the on-street parking, added driveways and a centralized parking area for overflow. They went from condominium style development to fee simple ownership. The unit sizes range from 1,100 to 1,325 sq ft. with price points around \$300,000. Mr. Jones showed an animated rendering of the entire project.

Councilman Guillaume asked if the parking pads are all single and Mr. Jones confirmed yes. Councilwoman Jenkins asked who would be responsible for the parking lot? Mr. Jones stated the HOA would be. Mayor Pro Tem Thomasson asked about the width of the street, if someone did park there would people still be able to get through? Mr. Jones said it's a 26-foot-wide public right of way, so it should be fine. Council further discussed no parking signs at the turn around and City Attorney advised that Council would need to approve that after a recommendation from the Police Department.

Ms. Kim Neese, a resident that lives behind where this development will be, expressed concerns regarding wildlife and traffic. She also asked about the walking trails and how will they prevent people going on others property? Mr. Jones responded that the walking trails are external to the property and there is a public portion of right of way already between the development and adjacent properties. The development is only 32 units, and they will comply with all recommendations from the Georgia Department of Transportation regarding traffic. Mr. Jones said they also will preserve a substantial portion of the property for wildlife.

No one else spoke. Mayor Pro Tem Thomasson closed the public hearing.

Motion by Councilman Shell, seconded by Councilman DuBose to accept the report and recommendation from the Planning Commission.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Councilman DuBose to approve the rezoning with conditions as presented.

MOTION CARRIED. (6-0)

Q. Public Hearing – Rezoning Request RZ2025-04 for 10.48 + acres at 521 and 531 Newnan Crossing Bypass (Tax Parcels #086 5044 017 and 086 5044 018) from CCS (Community Shopping Center District) to MXD (Mixed Use Development District) for developing 7 townhomes, 274 multi-family apartments and 7,700 sq ft of retail/restaurant/office space

Mayor Pro Tem Thomasson opened the public hearing.

Chris Cole, Senior Planner, gave a summary of the project, including an 8ft multi-use trail that will be built to allow residents access to the LINC trailhead at McIntosh Parkway. He then gave a review of the 8 standards for rezoning.

The proposed use is suitable in view of the zoning and development of adjacent property. The proposed use will not adversely affect the existing use or usability of adjacent property and City Engineer said the development proposes to use existing driveways and driveway cuts so there is no median break. The subject property could be used as currently zoned. The project will impact service provision, but most providers said they could meet the demands. The proposed use is not compatible with the purpose and intent of the Comprehensive Plan, as this property is shown as business/office. The proposed use is consistent with the proposed zoning district. There are no new or changing conditions that would impact the Comprehensive Plan in relation to this development. The proposed project would reflect a reasonable

balance between the promotion of public health, safety, morality, general welfare and the right to unrestricted use of property. The project meets 6 of 8 standards.

The applicant proffered 3 conditions. The applicant shall pull a permit for retail at the same time as multi-family. The building's height will be 65 feet. Any and all documents submitted with the application shall be used in this development. City Landscape Architect stated that without a detailed concept plan it is difficult to determine that the requirements in the City's Tree Preservation and Landscape Ordinance are met, so he asked that this be looked at again with approval of the concept plan.

The Planning Commission voted 7-0 for denial of the project. If approved by Council, Staff recommends additional conditions; that the project be consistent with all details in the application and that approval of the rezoning does not relieve the applicant from meeting the requirements of the City's Tree Preservation and Landscape Ordinance.

Applicant:

Ms. Melissa Griffis, representing the applicant, Wood Partners, stated that the same developer did the Alta Ashley Park project and they did everything that was promised with that development. She asked that all documents submitted, and conditions be made part of the public record and that the developer is fine with all conditions previously stated.

Ms. Griffis said that the subject property is currently vacant. It was proposed originally as another car dealership; however, the owners have not been successful in attracting another car dealership for the location. Newnan's Comprehensive Plan includes the desire for live, work, and play in the same area and this location is a perfect example of that. Ms. Griffis noted that there was a letter of support for the project from Piedmont Newnan. She asked to reserve time for rebuttal if needed.

Mr. Bennett Sands with Wood Partners, addressed a few common questions. Who is going to live there? Mr. Sands said the average age is 34 and income \$89,000 and 65% commute to Atlanta. The Ashley Park development had one of the lowest delinquency rates, which illustrates a high-quality renter. 30 residents have jobs with the City or County. There were 13 school-age children at Ashley Park but with the taxes paid into the school system, it is net positive.

Councilman DuBose asked if the some of the retention pond area could be put underground? Mr. Sands said they have looked at multiple options and concluded that the design proposed achieved the greatest efficiency. Councilman DuBose asked City Landscape Architect to give an opinion on the retention pond. Mr. Furbush said he would need to know more about the plant material and see a full plan. The renderings shown looked good though.

Mr. Kenneth Wood with Wood Partners, said that the pond serves both this site and the car dealership. The idea with the pond to create a park type space, so it becomes a usable feature for the retail area.

No one else spoke for or against. Mayor Pro Tem Thomasson closed the public hearing.

Motion by Councilman Shell, seconded by Councilman DuBose to accept the report and make recommendation from Planning Commission part of the record.

MOTION CARRIED. (6-0)

Motion by Councilman Shell, seconded by Councilman Guillaume to approve the rezoning with all proffered conditions. Opposed: Jenkins, Koritko.

MOTION CARRIED. (4-2)

Councilwoman Jenkins expressed concern that this development does not align with affordable housing to match salaries that are being paid in the area. The average pay in Newnan is about \$52,000 and projects are continually approved that are higher than that. She encouraged the developer to look at how to make housing affordability in this building so people who work in Newnan can live in Newnan. Mayor Pro Tem Thomasson commented that he did tour their other development, and it is a unique facility, very different from others. He agreed it's not the affordable piece but it's a different piece for Newnan.

R. Consideration of Intergovernmental Agreement between City of Newnan and Downtown Development Authority regarding the development of 57 East

Mayor Brady rejoined the meeting. He stated that the last agenda item would be considered after Executive Session.

When Council returned from Executive Session, Councilman Shell made a motion to take no action on this item.

Motion by Councilman Shell, seconded by Councilwoman Jenkins to take no action.

MOTION CARRIED. (7-0)

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Thomasson, seconded by Councilman Koritko that we now enter into closed session as allowed by O.C.G.A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing legal and real estate and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 7:44PM.

MOTION CARRIED. (7-0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

Motion by Mayor Pro Tem Thomasson, seconded by Councilman Koritko to adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the Council was within the exceptions provided by O.C.G.A. Section 50-14-4(b).

MOTION CARRIED. (7-0)

BROWN CLAIM

Motion by Councilman Koritko, seconded by Councilman Shell to deny the Brown Claim and State Farm Subrogation as presented.

MOTION CARRIED. (7-0)

ADJOURNMENT

Motion by Councilman Koritko, seconded by Councilwoman Jenkins to adjourn the Council meeting at 8:45pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor

The special called work session of the City Council of the City of Newnan, Georgia was held on Tuesday, June 17, 2025 at 5:30PM in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

Present

Mayor Keith Brady: Council members present: Ray DuBose, Rhodes Shell, Cynthia Jenkins (arrived 5:43pm), Jim Thomasson, Dustin Koritko, Paul Guillaume. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; Assistant City Manager, Meg Kelsey; City Clerk, Megan Shea and City Attorney, Brad Sears.

Call to Order

Mayor Brady called the meeting to order and delivered the invocation.

A. Annexation Request – Annex2025-03; 1.1994 + acres on State Route 34 Bypass (portion of tax parcel #073B 033) and 0.4996 + acres on Roscoe Rd. (portion of tax parcel #073B 032) and Rezoning Request RZ2025-05 for 20.0119 + acres at 204 Roscoe Rd. (tax parcel #073B 010) – Requested zoning of RU-7 for 61 single-family detached homes

Chris Cole, Senior Planner, gave an overview of the project and location. The portions along Roscoe Road and State 34 Bypass would both leave 50ft strips along the road in the County. These strips prevent land locking. The development would be 2.8 units per acre and a maximum of 10% will be allowed as rentals. Homes will range from 2,000 – 3,200 sq ft with price points ranging from \$390,000 - \$550,000.

The County filed no objection or conditions on this annexation. City Engineer said the road is sufficient for this development with dual entrances. The Planning Commission voted to recommend approval 6-0 with the following conditions: developers work with Planning and Beautification staff on the State Rte. 34 screening, developers shall maintain 30-40ft buffers between the development and adjoining Cash and Green properties with a fence installed for screening purposes, project will meet all city requirements and be consistent with concept plan, density, project data, amenities, proffered conditions and elevations provided in the application, development will be limited to 61 units and final plat will be provided reflecting the combination of all tracts.

Councilman Koritko asked about the potential land locking with the two strips and what that would look like? Mr. Cole explained that across the street is unincorporated. Mr. Mottola explained that landlocking for annexation is different than ingress/egress. Mayor Pro Tem Thomasson asked what happens down the road if the rest of the property is annexed into the City? City Attorney said the property owner will still own the piece not coming in and there is no access off the bypass or from the apartments. There is the same situation across the street as well and there have been attempts over the years to annex, but some property owners did not want to.

Mayor Pro Tem Thomasson asked if there is connectivity by either sidewalk or LINC to the City? Mr. Mottola said he is not familiar with the city's sidewalk plan. Mr. Craver said the sidewalks pick up at Christian Drive.

Council wanted to know more about the rear elevations for the development. Mr. Mottola said it will be builder plannings ultimately. Mr. Finley Trosclair, the builder for the project, said the elevations are rear patio with a gabled roof. Mayor Brady asked City Landscape Architect to speak to the buffers. Mr. Furbush said there are no existing trees or very few on the bypass side. He said he does not think there is much planting area for screening, as there is a guard rail that runs along the road. Mayor Brady told the applicant that they need to look at a screening plan for that side, as it is a heavily traveled road.

Councilwoman Jenkins asked if they plan on putting fencing up in the individual yards? Mr. Mottola said there is no plan for that.

ADJOURNMENT

Motion by Mayor Pro Tem Thomasson, seconded by Councilman Shell to adjourn the meeting at 5:52pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor

APPLICATION FOR ALCOHOL BEVERAGE LICENSE ADDITION OF DISTILLED SPIRITS

Name: **Line Creek Brewing Co. dba The Reserve**

Licensee: **Paul Schwinne**

License Representative: **Christopher Lane**

Type License: **Manufacturer- Distilled Spirits, Malt Beverages & Wine**

Location: **18 Savannah St.**

TO THE CITY COUNCIL: REASON – ADDITION OF DISTILLED SPIRITS

(1) The above application with supporting documents and application fee has been filed in the City Clerk's office; reviewed by the appropriate departments of the City and appears to be (complete). (Sec 3-33)

If incomplete, reasons _____

(2) The citizenship requirements (have) been met. (Sec. 3-34)

If not, reasons _____

(3) Residency requirements (have) been met. (Sec. 3-35)

If not, reasons _____

(4) The location appears (to comply) with zoning requirements. (Sec 3-37)

If not, reasons _____

(5) The location of the proposed premises appears (to comply) with the distance requirements set forth in Sec. 3-39.

If not, reasons _____

(6) All taxes or other debts to the City (are) current. (Sec 3-38)

If not, reasons _____

(7) A publisher's affidavit (has not) been filed showing the notice requirement (has not) been complied with. (Sec 3-40 (a))

If not, reasons Advertised. Will file affidavit prior to hearing.

(8) An affidavit from the applicant certifying posting of the proposed premises (has) been filed. (Sec. 3-40(b))

N/A

Respectfully submitted,

Megan Shea
City Clerk



City of Newnan, Georgia – Mayor and City Council

Date: July 22, 2025

Agenda Item: Public Hearing for the 2025 update to the Capital Improvements Element, including the 2025 update to the Short-Term Work Program

NEWNAN
GEORGIA

Prepared and Presented by: Chris Cole, Senior Planner

Purpose: To inform the public of the City of Newnan's completion and intent to adopt its update to the Capital Improvements Element (CIE) of the 2021-2041 Comprehensive Plan, this includes the Short-Term Work Program; to receive suggestions and comments on the proposed updates.

Background: The Georgia Development Impact Fee Act (GDIFA) was enacted into law in 1990. It sets rules for local governments that wish to charge new development for a portion of the additional capital facilities needed to serve it. Under GDIFA, local governments may impose exactions on developers to help finance the expansion of their infrastructure systems only through an impact fee system and only for the specific types of facilities and infrastructure listed in the law.

All local governments that utilize an impact fee system under the GDIFA must include CIEs in their comprehensive plans and update the CIE portion of their plan annually. The STWP is included as a part of the CIE.

Per the minimum standards of the planning process, all local governments must hold one public hearing prior to the transmittal of their updates. Official transmittal to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA) is planned to be requested at the August 12 Council meeting. After review and approval of the CIE update by the RC and DCA, the Council will be asked to officially adopt the CIE update for 2025.

Options:

- A. Hold a public hearing to inform the public of the City's completion and intent to adopt the update to its CIE

Funding: N/A

Recommendation: N/A

Attachments: Draft version of 2025 CIE Update

Previous Discussions with Council: N/A

The seal of the City of Newnan, Georgia, is a circular emblem. It features a central shield with a landscape scene, including a building and trees. The shield is surrounded by a wreath. The outer ring of the seal contains the text "THE CITY OF NEWNAN, GEORGIA" at the top and "City of Homes" at the bottom. The years "18" and "28" are also visible on the left and right sides of the seal, respectively.

Comprehensive Plan 2021-2041

**Capital Improvements Element
with Short-Term Work Program
2025 Update**

TABLE OF CONTENTS

I. Introduction.....	1
II. Short-Term Work Program (STWP) Updates and Long-Term and Ongoing Activities.....	2
STWP.....	2
Long-Term, Indefinite, and Continuous Activities.....	5
III. Impact Fee Financial Report Updates.....	7
IV. Capital Improvements Element (CIE) Project Updates.....	8
Fire Services.....	8
Cemetery.....	8
Police.....	9
Roads, Streets, and Bridges.....	9
Parks.....	10
V. Wastewater Collection and Treatment Updates.....	11
Impact Fee Financial Report.....	11
Short-Term Work Program.....	12
Long-Term, Indefinite, and Continuous Activities.....	12
Capital Improvements Element.....	13

City of Newnan | Annual STWP-CIE

2025 Update

I. Introduction

The Georgia Development Impact Fee Act (GDIFA) requires all jurisdictions that levy impact fees to include a Capital Improvements Element (CIE) within the Community Agenda portion of their comprehensive plan. Furthermore, GDIFA requires those jurisdictions that prepare a CIE for their comprehensive plan to update it annually. An annual CIE update includes three components:

1. An annual update to the Short-Term Work Program (STWP) that covers a five-year period, which includes the current year plus the next four years.
2. An annual report on impact fee finances.
3. An updated list of all CIE projects which covers the same five-year period as the STWP.

City of Newnan | Annual STWP-CIE

2025 Update

II. Short-Term Work Program (STWP) Updates and Long-Term and Ongoing Activities

Whether or not a jurisdiction is required to have a CIE in their comprehensive plan they must have a STWP, as required by the Georgia Planning Act. This is necessary to maintain Qualified Local Government (QLG) status. The STWP is a key implementation tool, which reflects those activities and strategies the local government has chosen to undertake in the current five-year period (2025-2029). The City of Newnan has chosen to also provide a long-term and ongoing activities table for reference.

PROJECTS AND ACTIVITIES STWP ADDENDUM						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Wadsworth Auditorium improvements	2026	2027	\$650,000	\$0	SPLOST	Leisure Services
Farmer Street Cemetery Improvements	2026	2029	\$1,400,000	\$0	General Fund, Grants	Farmer Street Cemetery Commission
Andrew Street Extension from Augusta Drive to East Washington Street	2026	2029	\$2,986,000	\$0	SPLOST	Engineering
Traffic Signal Improvements	2026	2028	\$600,000	\$0	SPLOST	Engineering
2025 Bike-Ped Plan Sidewalk Maintenance Projects	2026	2027	\$320,849	\$0	SPLOST	Engineering/ City Manager
2025 Bike-Ped Plan GAP Sidewalk Projects	2026	2027	\$206,076	\$0	SPLOST	Engineering/ City Manager
Obtain National Register District designation for Chalk Level Neighborhood	2013	2026	\$2,000	\$0	NURA	NURA, Planning & Zoning
Continue Implementation of Neighborhood Stabilization Program (NSP III)	2011	2027	\$50,000	\$0	NSP Grant, NSP Revenue	Planning & Zoning, Housing Authority

City of Newnan | Annual STWP-CIE

2025 Update

Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Continue Implementation of Neighborhood Stabilization Program (NSP I)	2013	2028	\$1,500,000	\$0	NSP Revenue, NSP Grant	Planning & Zoning, Housing Authority, Habitat for Humanity
Murray Street Housing Revitalization Project	2023	2026	\$350,000	\$0	ARPA	Planning & Zoning, NURA
Sidewalks along Sprayberry Road	2026	2029	\$2,000,000	\$0	Grants	Engineering
Greenville Street at Sewell Road Intersection Improvements	2025	2030	\$1,750,000	\$350,000	Impact Fees, FHWA, SPLOST	Engineering
Jefferson Street at Sprayberry Road Roundabout	2023	2029	\$2,840,000	\$103,000	SPLOST, FHWA, Impact Fees	Engineering
Jefferson Street/Jackson Street/Clark Street Operational and Pedestrian Improvements	2021	2026	\$1,290,000	\$0	SPLOST	Engineering
Rehabilitate and/or Reconstruction of substandard and dilapidated housing units within the NURA redevelopment area	2021	2031	\$5,350,000	None	CDBG, CHIP, local homeowner funds, HUD EDI	Planning & Zoning, NURA
Develop LINC trail system (remaining phases)	2025	2030	\$20,000,000	\$6,000,000	Impact Fees, SPLOST, City, FHWA (TAP)	City Manager
Improvements to Lower Fayetteville Road (Preliminary Engineering Phases)	2023	2031	\$6,700,000	\$547,000	FHWA, SPLOST, Impact Fees	Engineering
Maintain/Resurface Streets	2025	2029	\$11,500,000	\$0	LMIG, SPLOST	Engineering
Bicentennial Park	2025	2026	\$3,000,000	\$0	SPLOST	City Manager
Greenville Street Park Upgrades	2024	2026	\$1,400,000	\$0	SPLOST	City Manager
Public Safety Expansion	2026	2028	\$6,950,000	\$0	SPLOST	City Manager

City of Newnan | Annual STWP-CIE

2025 Update

Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Lynch Park Improvements	2024	2025	\$750,000	\$0	SPLOST	City Manager
Fire Station Renovation (Temple Avenue)	2026	2027	\$2,500,000	\$0	SPLOST	City Manager
Alexander Farm Arboretum	2026	2029	\$3,000,000	\$0	Grants, General Fund, Private Donations	Plant Newnan, Beautification
Firearms Training Project	2025	2027	\$1,100,000	\$0	SPLOST, Grants, Donations	City Manager
Fire Flashover Project	2026	2026	\$165,000	\$0	SPLOST	City Manager
Downtown Infrastructure Improvements	2026	2028	\$3,500,000	\$0	SPLOST	City Manager
Park Playground Project	2025	2029	\$500,000	\$0	Grants, SPLOST	City Manager
Cemetery Upgrades	2026	2029	\$2,500,000	\$0	SPLOST	City Manager
Network Servers, Storage, and Switches	2026	2026	\$500,000	\$0	General Fund, SPLOST	Information Technology
Pickleball Expansion Project	2024	2025	\$1,300,000	\$0	SPLOST	City Manager

Source: City of Newnan

Note: Building, Planning & Zoning, Public Works, Beautification, Information Technology, Police, Fire, Engineering, Business Development refer to those respective departments of the City of Newnan. County refers to Coweta County. Acronyms used refer to: RC- Three Rivers Regional Commission, ARC- Atlanta Regional Commission, GRTA- Georgia Regional Transportation Authority, NURA- Newnan Urban Redevelopment Agency, NCAC – Newnan Cultural Arts Commission, HUD – U.S. Department of Housing and Urban Development, EDI – Economic Development Initiative, TAP – Transportation Alternatives Program, ARPA – American Rescue Plan Act, FHWA – Federal Highway Administration, ROW – Right-of-Way, NSP – Neighborhood Stabilization Program, CDBG – Community Development Block Grant, CHIP – Community HOME Investment Program, SPLOST – Special Purpose Local Option Sales Tax, LMIG – Local Maintenance Improvement Grant. Other groups referenced, like the Historical Society, represent those organizations servicing either Newnan or Coweta County as a whole.

City of Newnan | Annual STWP-CIE

2025 Update

IMPROVEMENTS STWP ADDENDUM LONG-TERM, INDEFINITE, AND CONTINUOUS ACTIVITIES*						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Improvements to Lower Fayetteville Road (ROW & Construction & Utilities)	2030	2035	\$94,200,000	\$5,000,000	Impact Fees, Local - City/County, FHWA	Engineering
Bullsboro Drive Widening and Operational Improvements	2030	2034	\$22,020,000	\$0	SPLOST, FHWA	Engineering
Greenville Street at Spence Avenue Intersection Improvements	2030	2035	\$2,200,000	\$0	SPLOST, FHWA	Engineering
Sidewalks/Multi-Use Path along Jackson Street	2030	2036	\$11,560,000	\$0	SPLOST, FHWA (TAP)	Engineering
Maintain/Resurface Streets	Annual	Continuous	\$2,000,000 annually	\$0	General Fund, SPLOST, LMIG	Engineering, Public Works
Acquire a heavy-duty vehicle for fire department	2030	2030	\$1,000,000	\$300,000	Impact Fees, SPLOST	Fire
Acquire a heavy-duty vehicle for fire department	2030	2030	\$1,000,000	\$300,000	Impact Fees, SPLOST	Fire
Acquire a heavy-duty vehicle for fire department	2035	2035	\$1,000,000	\$300,000	Impact Fees, SPLOST	Fire
Acquire a heavy-duty vehicle for fire department	2040	2040	\$1,000,000	\$300,000	Impact Fees, SPLOST	Fire
Completion of Sidewalks/Streetscapes/ Pedestrian-Level Lighting for Bullsboro Drive (from State Route 34 Bypass to Farmer Street)	2030	2033	\$1,600,000	\$0	SPLOST, Grants, FHWA (TAP)	Engineering

City of Newnan | Annual STWP-CIE

2025 Update

Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
City Fiber Ring	2030	2032	\$500,000	\$0	TBD	Information Technology

Source: City of Newnan

Note: Beautification, Fire, Engineering refer to those respective departments of the City of Newnan.

*Long-Term means any activity that is to begin in or more than five years (2030) from the current year (2025). All activities that have an indefinite or continuous end date, but a known start date prior to 2030, are included here to have the STWP represent only activities with known start end dates. Also, it is conceivable that many of the activities with unknown end dates are or may become permanently ongoing activities.

City of Newnan | Annual STWP-CIE

2025 Update

III. Impact Fee Financial Report Updates

The purpose of annually reporting on the financial state of impact fees is to provide an overview of impact fees collected and spent by category of public facility and service area. As seen below, there is a report for 2024, which is the last completed year.

ANNUAL FINANCIAL REPORT FOR 2024					
Public Facility Type	Parks and Recreation	Fire Services	Police Protection	Roads, Streets, and Bridges	Total
Service Area	City of Newnan	City of Newnan	City of Newnan	City of Newnan	City of Newnan
Beginning Impact Fee Fund Balance	\$275,472.16	\$327,597.25	\$1.92	\$637,358.88	\$1,240,430.21
Impact Fees Collected	\$124,188.80	\$50,698.25	\$0.00	\$80,402.61	\$255,289.66
Accrued Interest	\$4,983.88	\$2,514.68	\$0.00	\$10,360.02	\$17,859.58
Project Expenditures	(\$1,946.00)	(\$376,598.10)	\$0.00	\$0.00	(\$378,544.10)
*Impact Fee Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Impact Fee Fund Balance	\$402,688.84	\$4,212.08	\$1.92	\$728,121.51	\$1,135,035.35
Impact Fees Encumbered	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Source: City of Newnan Finance Department – Fund 375 Impact Fees. Note - After the completion of the new Public Safety Facility building, the City of Newnan suspended the imposition and charging of the Police Impact Fee (effective date of February 24, 2014). The accompanying Ordinance was included in the 2015 Update to the Capital Improvements Element. Since that time, the City has kept a column in the Annual Financial Report for Police Protection as there is still a remaining Impact Fee Fund Balance of \$1.92.

Administrative Fees

Three percent of each impact fee is added to the final amount as an administrative fee. This portion of the impact fee pays for banking fees to maintain the impact fee account and helps fund the salaries of the administrator who collects the impact fees and other staff members of the Planning and Zoning Department who update the CIE, prepare financial reports, and other related activities. For 2024, the only costs associated with implementation were banking fees and the salaries of those various employees. The amount collected in administrative fees was \$7,658.10.

City of Newnan | Annual STWP-CIE

2025 Update

IV. Capital Improvements Element (CIE) Project Updates

A capital improvement is an improvement that increases the service capacity of a public facility and has a useful life of ten or more years due to new construction or some other action. The CIE projects tables below show all planned capital improvements with expected completion dates within the current five-year period.

Capital Improvements Projects: Fire Services

Newnan	Capital Improvements Projects - 2025						
Public Facility	Fire Services						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Fire Station Renovation (Temple Avenue)	2026	2027	\$2,500,000	\$0	SPLOST	City Manager	Planning
Firearms Training Project	2025	2027	\$1,100,000	\$0	SPLOST, Grants, Donations	City Manager	Planning
Fire Flashover Project	2026	2026	\$165,000	\$0	SPLOST	City Manager	Planning

Source: City of Newnan Planning and Zoning Department

Capital Improvements Projects: Cemetery

Newnan	Capital Improvements Projects - 2025						
Public Facility	Cemetery						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Farmer Street Cemetery Improvements	2026	2029	\$1,400,000	\$0	General Fund, Grants	Farmer Street Cemetery Commission	Awaiting Concept Layout

Source: City of Newnan Planning and Zoning Department

City of Newnan | Annual STWP-CIE

2025 Update

Capital Improvements Projects: Police

Newnan	Capital Improvements Projects - 2025						
Public Facility	Police						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Public Safety Expansion	2026	2028	\$6,950,000	\$0	SPLOST	City Manager	Planning

Source: City of Newnan Planning and Zoning Department

Capital Improvements Projects: Roads, Streets, and Bridges

Newnan	Capital Improvements Projects - 2025						
Public Facility	Roads, Streets, and Bridges						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Andrew Street Extension from Augusta Drive to East Washington Street	2025	2029	\$2,986,000	\$0	SPLOST	Engineering	Concept Layout/ROW acquisition
Jefferson Street/Jackson Street/Clark Street Operational and Pedestrian Improvements	2021	2026	\$1,290,000	\$0	SPLOST	Engineering	Final Design
Sidewalks along Sprayberry Road	2026	2029	\$2,000,000	\$0	Grants	Engineering	Design is Complete
Traffic Signal Improvements	2026	2028	\$600,000	\$0	SPLOST	Engineering	Planning and Design
Downtown Infrastructure Improvements	2026	2028	\$3,500,000	\$0	SPLOST	City Manager	Planning
2025 Bike-Ped Plan Sidewalk Maintenance Projects	2026	2027	\$320,849	\$0	SPLOST	Engineering/ City Manager	Ongoing
2025 Bike-Ped Plan GAP Sidewalk Projects	2026	2027	\$206,076	\$0	SPLOST	Engineering/ City Manager	Ongoing
Greenville Street at Sewell Road Intersection Improvements	2025	2030	\$1,750,000	\$350,000	Impact Fees, FHWA, SPLOST	Engineering	Planning
Jefferson Street at Sprayberry Road Roundabout	2023	2029	\$2,840,000	\$103,000	SPLOST, FHWA, Impact Fees	Engineering	Preliminary Engineering

City of Newnan | Annual STWP-CIE

2025 Update

Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Improvements to Lower Fayetteville Road (Preliminary Engineering Phases)	2023	2031	\$6,700,000	\$547,000	FHWA, SPLOST, Impact Fees	Engineering	Preliminary Engineering

Source: City of Newnan Planning and Zoning Department

Capital Improvements Projects: Parks

Newnan	Capital Improvements Projects - 2025						
Public Facility	Parks						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Bicentennial Park	2025	2026	\$3,000,000	\$0	SPLOST	City Manager	Design
Pickleball Expansion Project	2024	2025	\$1,300,000	\$0	SPLOST	City Manager	Design/Build
Greenville Street Park Upgrades	2024	2026	\$1,400,000	\$0	SPLOST	City Manager	Design
Lynch Park Improvements	2024	2025	\$750,000	\$0	SPLOST	City Manager	Design
Develop LINC trail system (remaining phases)	2025	2030	\$20,000,000	\$6,000,000	Impact Fees, SPLOST, City, FHWA (TAP)	City Manager	Ongoing

Source: City of Newnan Planning and Zoning Department

City of Newnan | Annual STWP-CIE

2025 Update

V. Wastewater Collection and Treatment Updates

As with the Comprehensive Plan, wastewater collection and treatment are being reported separately from the other public facilities. This is due to the fact that Newnan Utilities, the City's appointed authority for administering public utilities, provides service for this specific category. The other public facilities included in this update are direct operations of the City. Newnan Utilities provides all the information for wastewater collection and treatment concerning the Comprehensive Plan and CIE updates. They also levy and collect the impact fees for wastewater collection and treatment.

Similar to previous public facilities, those items for wastewater collection and treatment that have completion dates beyond 2029 are not shown in the CIE and STWP.

ANNUAL FINANCIAL REPORT FOR 2024	
Public Facility Type	Wastewater Collection and Treatment
Service Area	City of Newnan
Beginning Impact Fee Fund Balance	\$5,886,616.33
Impact Fees Collected	\$824,374.00
Accrued Interest	\$6,981.96
Project Expenditures	(\$265,705.00)
Administrative Costs	(\$24,731.22)
Impact Fee Refunds	\$0.00
Ending Impact Fee Fund Balance	\$6,427,536.07
Impact Fees Encumbered	\$0.00

Source: Newnan Utilities

City of Newnan | Annual STWP-CIE

2025 Update

PROJECTS AND ACTIVITIES STWP ADDENDUM						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Wastewater Plant Upgrade: Mineral Springs, Wahoo, Snake Creek	2025	2029	\$25,000,000	\$25,000,000	Impact Fees - 100%	Newnan Utilities
Collection System Improvements	2025	2029	\$750,000	\$750,000	Impact Fees - 100%	Newnan Utilities

Source: Newnan Utilities

IMPROVEMENTS-STWP ADDENDUM LONG-TERM, INDEFINITE, AND CONTINUOUS ACTIVITIES*						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Phase I – Expansion of Mineral Springs WPCP & Wahoo Creek; Snake Creek	Indefinite	Indefinite	\$40,513,200	\$40,513,200	Impact Fees - 100%	Newnan Utilities
Phase II – Construction of Land Application System	Indefinite	Indefinite	\$14,130,300	\$14,130,300	Impact Fees - 100%	Newnan Utilities
Collection System Construction	Indefinite	Indefinite	\$3,000,000	\$3,000,000	Impact Fees - 100%	Newnan Utilities

Source: Newnan Utilities and Wiedeman and Singleton, Inc.

*Long-Term means any activity that is to end more than five years (2030) from the current year (2025). It is conceivable that many of the activities with unknown end dates are or may become permanently ongoing activities. In addition, the figures are not exact totals for the projects they represent. They are estimates as used in the "Calculation of Impact Fee in 2005" table.

City of Newnan | Annual STWP-CIE

2025 Update

Wastewater Collection and Treatment CIE

Newnan	Capital Improvements Projects - 2025				
Public Facility	Wastewater Collection and Treatment				
Service Area	City Limits				
Project Description	Project Start Date	Project End Date	Estimated Cost of Project*	Funding Sources	Status
Wahoo Plant: Liquid Lime Conversion	2024	2025	\$600,000	Impact Fees - 100%	Construction
Mineral Springs Plant: Liquid Lime Conversion	2024	2025	\$600,000	Impact Fees- 100%	Construction
Collection System Improvements	2025	2029	\$750,000	Impact Fees - 100%	Planning
Wastewater Plant Upgrade: Mineral Springs, Wahoo, Snake Creek	2025	2029	\$25,000,000	Impact Fees - 100%	Planning

Source: Newnan Utilities



To: Mayor and Council
Date: July 22, 2025
Agenda Item: 2024 Budget Amendment Year End Per Audit Purposes
Prepared By: Meg Kelsey, Assistant City Manager

Purpose:

To obtain Mayor and Council approval to amend 2024 ARPA budgets, per the attached spreadsheet.

Background:

There are two line items in the ARPA fund for 2024 that need budget adjustments.

Other Improvements - No Budget Established, Establishing a Budget of \$262,000 (Actual Expenses \$253,499)

Professional Services - No Budget Established, Establishing a Budget of \$904 (Actual Expenses \$904)

Funding:

N/A

Recommendation:

Staff recommends approval of the 2024 Budget Amendments for the ARPA Fund.

Attachments:

1. 2024 Budget Amendment Ordinance
2. Additional Budget Amendment - ARPA

Previous Discussion with Council:

Council amended a series of 2024 budgets on March 25, 2025. ARPA accounts were not included.

AN ORDINANCE TO AMEND THE 2024 FISCAL YEAR BUDGETS

BE IT ORDAINED, and it is hereby ordained, that the City Council has authorized an amendment to the 2024 American Rescue Plan Act (ARPA) Expense Budget as follows: Fund 230, ARPA Fund expenditures increased in total by \$262,904.00; and Therefore, the 2024 Budget is hereby amended to include the additional appropriations discussed above, per the attached 2024 Budget Amendment Request listing.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

James J. Thomasson III, Mayor Pro Tem

C. Bradford Sears, Jr., City Attorney

Cynthia Jenkins, Councilmember

Cleatus Phillips, City Manager

Rhodes Shell, Councilmember

Ray DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

Fund 230 - ARPA

Expenditures	Description	Adopted Budget	Actual Expenses	Budget Increase	Budget increased to cover additional expenditures posted to 2024 for late invoices received and additional approved expenditures.
230.1320.11.54.1302	Other Improvements	\$ -	\$ 253,499.00	\$ 262,000.00	
230.7400.70.52.1200	Professional Services	\$ -	\$ 904.00	\$ 904.00	
Total Expenditures		\$	<u>254,403.00</u>	<u>\$ 262,904.00</u>	



To: Mayor and Council

Date: July 22, 2025

Agenda Item: Consideration of an Intergovernmental Agreement Between Coweta County and Certain Cities for the purpose of implementing the provisions of the Official Code of Georgia as they relate to a County Floating Local Option Sales Tax ("FLOST")

Prepared By: Cleatus Phillips, City Manager

Purpose:

Consideration of an Intergovernmental Agreement for the purpose of calling for a FLOST Referendum on November 4, 2025.

Background:

With the adoption of HB581, Coweta County and the Cities of Coweta County that decided NOT to opt out of the Floating Homestead Act, were given the authority to call for a referendum to create an additional 1 cent sales tax, referred to as the Floating Local Option Sales Tax ("FLOST"). If passed, the sole purpose of FLOST under the statute is to reduce Ad Valorem Taxes. This reduction in Ad Valorem Taxes would apply to all forms of taxable property, including residential, official, commercial, and industrial. It is anticipated that if the FLOST referendum were to be successful, the City of Newnan would be in a position to substantially reduce, and potentially eliminate, our ad valorem collections.

Funding:

N/A

Recommendation:

Approve the Intergovernmental Agreement as presented.

Attachments:

1. 2026 FLOST Intergovernmental Agreement (final)

Previous Discussion with Council:

FLOST has been discussed in various meetings while discussing HB581, but this is the first formal request regarding the IGA.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, (this “Agreement”) is made and entered into as of _____, 2025, by and among COWETA COUNTY, a political subdivision of the State of GEORGIA (the “County”) and the CITY OF CHATTAHOOCHEE HILLS (“Chattahoochee Hills”), the CITY OF GRANTVILLE (“Grantville”), the CITY OF HARALSON (“Haralson”), the TOWN OF MORELAND (“Moreland”), the CITY OF NEWNAN (“Newnan”), the CITY OF SENOIA (“Senoia”), the TOWN OF SHARPSBURG (“Sharpsburg”), and the TOWN OF TURIN (“Turin”), municipal corporations of the State of Georgia (together Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Senoia, Sharpsburg, and Turin, the “Cities”) for the purpose of implementing the provisions of the Official Code of Georgia as they relate to a County Floating Local Option Sales Tax (“FLOST”).

W I T N E S S E T H:

WHEREAS, Article IX, Section III, Paragraph I (a) of the Georgia Constitution (the “Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County and the Cities desire to provide a formula for the distribution of funds to the County and Cities located in the Special Tax District, and provide an agreement to meet the requirements of Constitutional Amendment #1 as approved by Georgia voters in the November 5, 2024 referendum and codified as Title 48 Revenue and Taxation, Chapter 8 Sales and Use Taxes, Article 2B Special District Option Sales and Use Tax (O.C.G.A. 48-9-109.31 et seq) of the Official Code of Georgia; and

WHEREAS, the County and the Cities met on July 2, 2025 for the purposes of discussing the process and implementation of a FLOST referendum; and

WHEREAS, if approved by the voters, the revenue estimated to be generated during the five-year period beginning on January 1, 2026 through December 31, 2030 is \$220,000,000, but may exceed this estimate; and

WHEREAS, the County and the Cities are entering into this Agreement to determine the projected revenue, duration, and allocation of the FLOST for the sole purpose of reducing property taxes levied by the County and the Cities.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities do hereby agree as follows:

ARTICLE 1.

REPRESENTATIONS

- a. Each of the Cities makes the following representations with respect to itself as the basis for the undertakings on its part herein contained:
 - i. The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver, and perform its obligations under this Agreement. The City has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.
 - ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.
 - iii. The authorization, execution, delivery, and performance by the City of this Agreement do not violate its charter, any ordinances of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefore) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling, or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
 - v. The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - vi. The City is a “qualified municipality” within the meaning of the Sales and Use Tax Act, O.C.G.A. Section 48-8-110(4).
 - vii. The City is located entirely or partially within the geographic boundaries of Coweta County.

- b. The County makes the following representations as the basis for the undertakings on its part herein contained:
- i. The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County.
 - ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.
 - iii. The authorization, execution, delivery, and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefore) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
 - v. The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - vi. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 4th day of November, 2025 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a FLOST shall be imposed on all sales and uses within Coweta County for a period of 20 quarters, or five years, commencing on the 1st day of January, 2026, to raise an estimated \$220 million to be used for the sole purpose of reducing property taxes levied by the County and the Cities.

ARTICLE 2.

CONDITIONS PRECEDENT

- a. The obligations of the County and the Cities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the FLOST in accordance with the provisions of O.C.G.A. 48-8-109.32 et seq.
- b. This Agreement is further conditioned upon the approval of the proposed imposition of the FLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. 48-8-109.32 et seq.
- c. This Agreement is further conditioned upon the collecting of the FLOST revenues by the state revenue commissioner and transferring the same to the County.

ARTICLE 3.

EFFECTIVE DATE AND TERM OF THE TAX

The FLOST, subject to approval in an election to be held on November 4, 2025, shall continue for a period of five years with collections beginning on January 1, 2026.

ARTICLE 4.

EFFECTIVE DATE AND TERM OF THIS AGREEMENT

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- a. The official declaration of the failure of the election described in this Agreement; or
- b. The distribution of the last dollar of money collected from the FLOST after the expiration of the FLOST.

ARTICLE 5.

COUNTY FLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

- a. A special fund or account shall be created by the County and designated as the 2026 Coweta County Floating Local Option Sales Tax ("2026 FLOST Fund"). The County shall select a bank which shall act as a depository and custodian of

the 2026 FLOST Fund upon such terms and conditions as may be acceptable to the County.

- b. Each City shall create a special fund to be designated as the 2026 [City name] Floating Local Option Sales Tax Fund. Each City shall select a bank which shall act as a depository and custodian of the FLOST proceeds received by each City upon such terms and conditions as may be acceptable to the City.
- c. All FLOST proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Article. Except as provided in Article 6, FLOST proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Agreement.

ARTICLE 6.

PROCEDURE FOR DISBURSEMENT OF FLOST PROCEEDS

- a. Upon receipt by the County of FLOST proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the 2026 FLOST Fund. Within the 2026 FLOST Fund, the County shall create two sub-accounts: the “County Account” and the “City Account”. FLOST proceeds that will be used to reduce property taxes levied by the County shall be deposited into the County Account; and FLOST proceeds that will be used to reduce property taxes by the Cities shall be deposited into the City Account.
- b. All funds deposited monthly into the City Account shall be transferred from the County to the Cities within ten business days of County’s receipt of the same. Each disbursement to the Cities shall be made by check unless a City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The proceeds received by the Cities shall be deposited in the separate funds established by each City in accordance with Article 5 of this Agreement.
- c. Should any City cease to exist as a legal entity before all funds are distributed under this Agreement, that City’s share of the funds subsequent to dissolution shall be paid to the County as part of the County’s share unless an act of the Georgia General Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City’s share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

ARTICLE 7.

DIVISION OF FLOST PROCEEDS

- a. Based upon past sales tax collection history and other data available, the County currently projects, and the Cities agree, that the total collections of the FLOST over the five-year period will generate approximately \$220,000,000 and shall be divided among the County and the Cities as follows based on the 2020 U.S. Census population data:

Chattahoochee Hills	0.00%
Haralson	0.12%
Turin	0.26%
Palmetto ⁽¹⁾	0.00%
Sharpsburg	0.22%
Moreland	0.26%
Grantville	2.12%
Senoia	3.43%
Newnan	29.11%
County ⁽²⁾	64.48%

(1) Ineligible in accordance with O.C.G.A. 48-8-109.31(e)

(2) Includes 0.38% from Palmetto

- b. In accordance with O.C.G.A. 48-8-109.31(e)(2), no portion of the FLOST shall be apportioned to the County or Cities that do not levy an ad valorem tax on property or do not have a base year value homestead exemption or adjusted base year value homestead exemption in effect.
- c. The County and the Cities hereby agree and acknowledge that if any City becomes ineligible in accordance with State law, the FLOST proceeds for that entity will be allocated to the County.
- d. Notwithstanding the provisions of this Article, the County and the Cities hereto acknowledge and agree that the FLOST proceeds received by it in each year shall be used in accordance with O.C.G.A. 48-8-109.42.

ARTICLE 8.

BALLOT LANGUAGE

The ballot for the question imposing the FLOST shall read as follows:

- () YES Shall a 1 percent sales and use tax be imposed in the special district of Coweta County for a period of time not to exceed 20 calendar quarters for the purpose of property tax relief in the City of Chattahoochee Hills, the City of Grantville, the City of Haralson, the Town of Moreland, the City of Newnan, the City of Senoia, the Town of Sharpsburg, the Town of Turin, and Coweta County, Georgia as provided in Title 48, Chapter 8, Article 2b of the Official Code of Georgia.
- () NO

ARTICLE 9.

RECORD KEEPING AND AUDIT PROCEDURES

- a. The County and the Cities agree to maintain thorough and accurate records concerning receipt of FLOST proceeds by the respective County or City. The Cities shall have the right to review and be provided copies of all such records of receipt of FLOST proceeds upon request to the County.
- b. The distribution of all FLOST proceeds deposited in the County's 2026 FLOST Fund and each City's FLOST Fund shall be audited annually by an independent certified public accounting firm. If a City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. Each City shall provide the County a copy of the audit of the distribution and use of the FLOST proceeds by the City.

ARTICLE 10.

NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- (a) Coweta County Board of Commissioners
 22 East Broad Street
 Newnan, Georgia 30263
 Attention: County Administrator

- (b) City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
Attention: Mayor
- (c) City of Grantville
Post Office Box 160
Grantville, Georgia 30220
Attention: City Manager
- (d) City of Haralson
Post Office Box 155
Haralson, Georgia 30229
Attention: Mayor
- (e) Town of Moreland
Post Office Box 158
Moreland, Georgia 30259
Attention: Town Clerk
- (f) City of Newnan
Post Office Box 1193
Newnan, Georgia 30264
Attention: City Manager
- (g) City of Senoia
Post Office Box 310
Senoia, Georgia 30276
Attention: City Manager
- (h) Town of Sharpsburg
Post Office Box 397
Sharpsburg, Georgia 30277
Attention: Mayor
- (i) Town of Turin
Post Office Box 86
Turin, Georgia 30289
Attention: Town Clerk

ARTICLE 11.

MISCELLANEOUS

- a. Any controversy arising under this Agreement shall first be submitted to mediation by a mediator mutually agreeable to the parties. To the extent the parties are unable to resolve the dispute in mediation, the parties agree to submit the dispute to binding arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-30 et seq., as amended (the “Arbitration Code”). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code. Unless otherwise agreed by the parties, the arbitration shall be conducted by one arbitrator mutually agreeable by the parties. If the parties cannot agree on an arbitrator, the dispute shall be submitted to the Superior Court of Coweta County, but only for the purpose of having the Judge of said court appoint an arbitrator. Unless otherwise ordered by the arbitrator, each party shall bear its own attorney’s fees and shall share evenly in the costs of the arbitration and arbitrator’s fees.
- b. This Agreement constitutes all of the understandings and agreements existing between the County and the Cities with respect to distribution and use of the proceeds from the FLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said FLOST.
- c. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.
- d. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Cities.
- f. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.
- g. The County and the Cities shall comply with all applicable local, state, and federal statutes, ordinances, rules, and regulations.
- h. It is the intention of the County and the Cities to comply in all respects with Title 48 Revenue and Taxation, Chapter 8 Sales and Use Taxes, Article 2B Special District Option Sales and Use Tax (O.C.G.A. 48-9-109.31 et seq), and all provisions of this Agreement shall be construed in light of this statute.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

COWETA COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

Clerk

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF GRANTVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF HARALSON, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF MORELAND, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF NEWNAN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF SENOIA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF SHARPSBURG, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF TURIN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

**RESOLUTION OF THE CITY OF NEWNAN, GEORGIA (the “CITY”) AUTHORIZING
PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL PENDING
BEFORE THE GEORGIA SUPREME COURT**

WHEREAS, the Chang v. Milton litigation involves a claim of liability against the City of Milton, Georgia, for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, on September 16, 2024, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 373 Ga. App. 667 (2024) (Court of Appeals ruling);

WHEREAS, on June 24, 2025, the Supreme Court of Georgia granted certiorari, Supreme Court docket number S25G0476;

WHEREAS, the Georgia Supreme Court identified three issues upon which it wanted the Parties to focus in their appellate briefing:

1. Is the design and placement of objects on a shoulder of a roadway part of the ministerial duty of a municipality to keep its “streets and sidewalks in a reasonably safe condition” or is it a governmental function? Compare Mayor, Etc., of Dalton v. Wilson, 118 Ga. 100 (44 SE 830) (1903) with Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (165 SE2d 141) (1968). See generally OCGA § 36-33-1.
2. Is the placement of a planter on the shoulder of a roadway a “defect[] in the public roads of [the municipality’s] municipal street system”? See OCGA § 32-4-93 (a).
3. For municipal immunity to be waived under the circumstances of this case, must the plaintiff show that the municipality violated its ministerial duty to keep its “streets and sidewalks in a reasonably safe condition” and that the planter on the shoulder of the roadway is a “defect[] in the public roads of [the municipality’s] municipal street system”? Please address the interplay between OCGA § 36-33-1 and OCGA § 32-4-93 (a).

WHEREAS, the CITY believes that answers to the above legal questions are of significant value to its citizens and residents;

WHEREAS, the CITY believes that Supreme Court guidance on such questions may lead to the Court of Appeals ruling being overturned

WHEREAS, the CITY believes the Court of Appeals ruling is inconsistent with existing legal precedent; and,

WHEREAS, the CITY believes that it is in the best interests of the health, welfare, and safety of its citizens that the Court of Appeals ruling be reversed and that the questions presented by the Supreme Court be answered in a way that benefits Georgia's cities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Court of Appeals ruling be reversed and that the Supreme Court's three proffered questions be answered in a way that is legally advantageous to Georgia's cities. An amicus brief so tendered may include the City's name as a participating party.

Adopted in open session, regularly assembled,

this _____, day of _____, 2025.

L. Keith Brady Mayor [SEAL]

Megan Shea, City Clerk

REVIEWED AS TO FORM:

James J Thomasson III, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember,

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



To: Mayor and Council

Date: July 22, 2025

Agenda Item: Consideration of an Order and Resolution to Acquire Property by Condemnation for the Stillwood Drive and Newnan Crossing Boulevard East Round-A-Bout Project

Prepared By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider a resolution to acquire certain property for the construction of a round-a-bout at the intersection of Stillwood Drive and Newnan Crossing Boulevard East.

Background:

The Newnan City Council, as part of the SPLOST 2019 Program, named the Stillwood Drive and Newnan Crossing Boulevard East Round-A-Bout Project as a priority. Certain SPLOST 2019 funds have been allocated towards the project's completion.

Integrated Science and Engineering has served as the project engineer. As part of the design, portions of adjacent properties are needed to complete the construction (see attached document for specific property being described).

In total, three (3) properties are affected by the project. Two of the three properties have been responsive to City staff. In fact, two of the properties have already been acquired.

Funding:

N/A

Recommendation:

Newnan City Council may consider the Resolution as presented.

Attachments:

1. newnan O&R sillwood farms venture

Previous Discussion with Council:

Newnan City Council, as part of the Annual Budget process, has allocated SPLOST 2019 funds towards the construction of a round-a-bout at Stilwood Drive and Newnan Crossing Boulevard East.

ORDER AND RESOLUTION
OF THE
MAYOR AND CITY COUNCIL OF THE CITY OF NEWNAN,
COWETA COUNTY, GEORGIA

WHEREAS, the Mayor and City Council of the City of Newnan, Coweta County, Georgia has determined that a an intersection improvement project, known as Roundabout at Newnan Boulevard and Stillwood Drive, has been laid out by the City of Newnan, Coweta, County, Georgia, is necessary and proper for the improvement of the intersection of Newnan Crossing Boulevard and Stillwood Drive in the City of Newnan; and

WHEREAS, in order to maintain the projected schedule of the roadway construction and improvements in the City, it is necessary that right of way, temporary easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	Tract 3: 25,264.80 square feet (0.58± acres) acquisition in fee simple of required right of way colored yellow on attached plats; and all as more particularly described on Attachment: Appendix "A"-1
-----------	--

Owner:	Stillwood Farms Venture, LLC
--------	------------------------------

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that right of way and easements and access rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Section 22-3-140 and therefore Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this ____
day of _____, 2025.

City Clerk

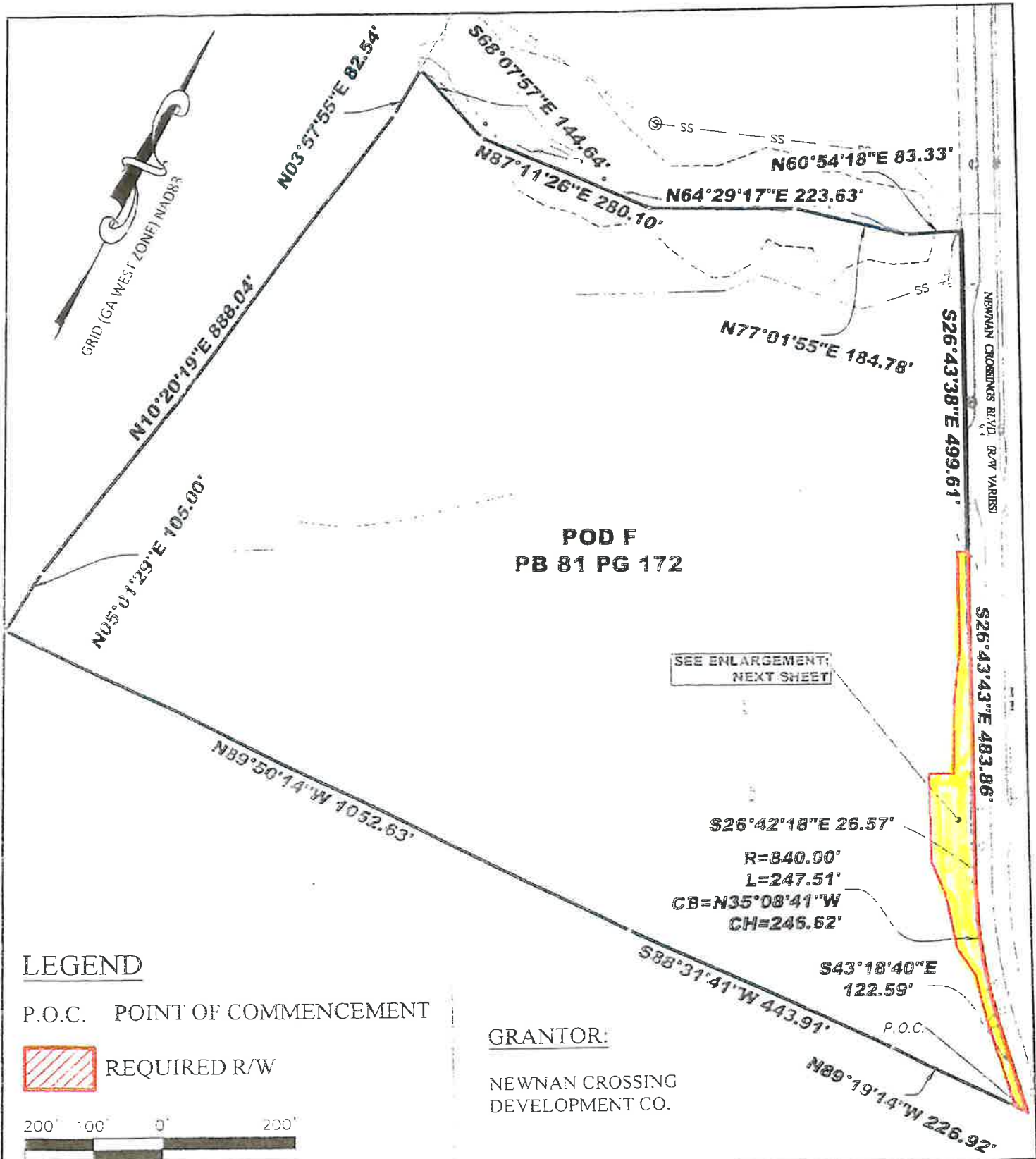
Mayor

LEGAL DESCRIPTION -TRACT 3 RIGHT-OF-WAY

This description represents a tract of land to be acquired by the City of Newnan, Georgia as roadway right-of-way for the purposes of designing and implementing a "round-about" in order to improve the flow of local traffic in the general area of the intersection of Newnan Crossing Boulevard and the southern end of Stillwood Drive. This description represents land on the southwest side of Newnan Crossing Boulevard, west of the intersection with the southern end of Stillwood Drive.

All that tract or parcel of land lying and being in Land Lot 13, 5th District, City of Newnan, Coweta County, Georgia, being more particularly described as follows:

Commencing at the southeastern-most corner of the Parcel of land known as "POD 'F'" as recorded in Plat Book 81 at Page 172, Coweta County records, said point also being along the southwestern right-of-way of Newnan Crossing Boulevard, said point being the **POINT OF BEGINNING**;
 thence leaving said right-of-way, run N 89°13'35" W, a distance of 21.09 feet to a point;
 thence run N 43°36'04" W, a distance of 108.13 feet to a point;
 thence running along a curve to the right, said curve having a radius of 856.00 feet, an arc of 101.81 feet, a chord of 101.75 feet and a chord bearing of N 40°11'38" W, to a point;
 thence run N 58°05'05" W, a distance of 51.45 feet to a point;
 thence run N 37°31'11" W, a distance of 85.40 feet to a point;
 thence run N 47°38'28" W, a distance of 55.17 feet to a point;
 thence run N 26°44'17" W, a distance of 135.62 feet to a point;
 thence run N 64°32'16" E, a distance of 36.41 feet to a point;
 thence run N 25°12'43" W, a distance of 112.13 feet to a point;
 thence run N 19°42'33" W, a distance of 81.95 feet to a point;
 thence run N 26°43'06" W, a distance of 152.12 feet to a point;
 thence run N 63°16'54" E, a distance of 15.78 feet to a point on the southwestern right-of-way of Newnan Crossing Boulevard;
 thence following along said right-of-way, run S 26°43'43" E, a distance of 483.86 feet to a point;
 thence along said right-of-way S 26°42'18" E, a distance of 26.57 feet to a point;
 thence continuing along said right-of-way, along a curve to the left, said curve having a radius of 840.00 feet, an arc of 247.51 feet, a chord of 246.62 feet and a chord bearing of S 35°08'41" E, to a point;
 thence run S 43°18'40" E, a distance of 122.59 feet to a point;
 said point being the **POINT OF BEGINNING**; said tract containing 25.084 SF (or 0.58 acres), more or less, said tract or parcel of land being represented by a visual interpretation in the attached Exhibit, made a part hereof, by reference.



LEGEND

P.O.C. POINT OF COMMENCEMENT

 REQUIRED R/W



SCALE: 1" = 200'

GRANTOR:

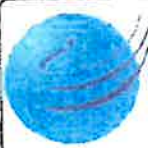
NEWMAN CROSSING
DEVELOPMENT CO.

PROJECT #:
1011.2002

SHEET
1 OF 2

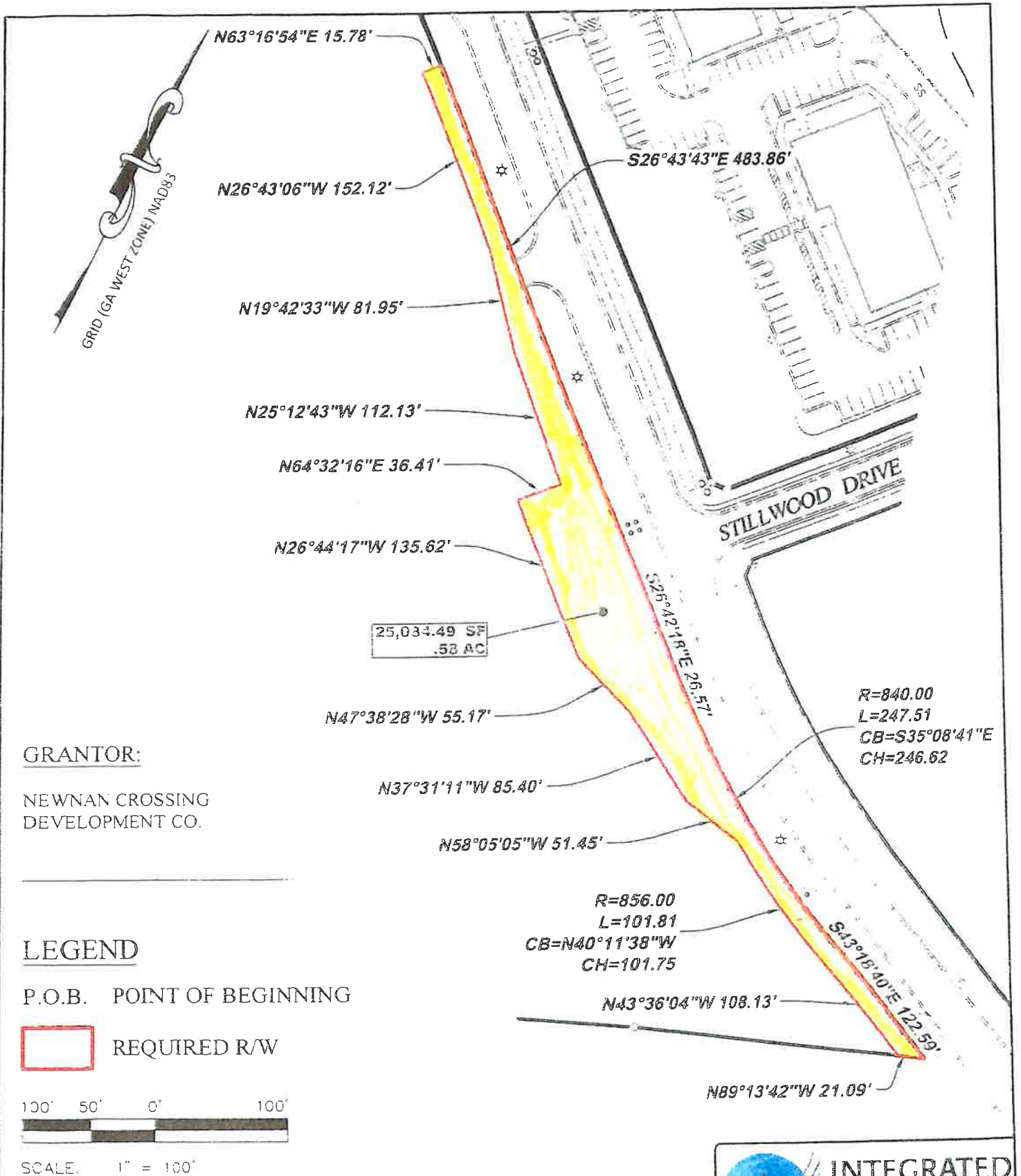
RIGHT OF WAY
EXHIBIT TRACT 3

CITY OF NEWMAN



INTEGRATED
Science &
Engineering

1039 SULLIVAN ROAD SUITE 200 NEWMAN, GEORGIA 30255
(P) 678 552 2106 | (F) 678 552 2107
COA NO. LSF000136 | EXP. 05/30/2024





To: Mayor and Council
Date: July 22, 2025
Agenda Item: Consideration of Contract Award for Roundabout Construction at Newnan Crossing Blvd East and Stillwood Drive
Prepared By: Michael Klahr, City Engineer

Purpose:

Council may consider setting a contract award for the above-referenced project, and other related construction expenses.

Background:

Separate sealed bids were received at the office of City Manager on June 12, 2025. The low bid, submitted by Piedmont Paving, Inc, has been found to be responsive. All criteria outlined in the bid documents have been met.

The work consists of intersection improvements, including the construction of a roundabout at the intersection of Stillwood Dr and Newnan Crossing Blvd E.

The roundabout will be constructed with three approaches; to accommodate a fourth approach, at such time the parcel at Poplar Rd is developed. The roundabout will include a segment of the LINC. The contract will be unit priced.

Integrated Science & Engineering (Engineer of Record for Design) has proposed a Task Order for Construction Management. **\$34,020.00**.

Additionally, Georgia Power has provided the cost for lighting the roundabout; **\$83,500** upfront and **\$441.48** monthly for power and service:

Construction	\$1,451,206.68
Construction Management	\$ 34,020.00
Lighting	\$ 83,500.00

Funding:

SPLOST

Recommendation:

Set Construction Budget as presented. Award a contract to Piedmont Paving, Inc, for a base bid amount of **\$1,451,206.68**

Attachments:

1. Bid Tabs
2. Site Plan Roundabout Newnan Crossing Blvd E
3. Newnan Roundabout_Award Recommendation_20250619
4. GPC Lighting Proposal Contracts City of Newnan Roundabout 06-16-25
5. Newnan Roundabout_CM Proposal_TOF 7_20250714

Previous Discussion with Council:

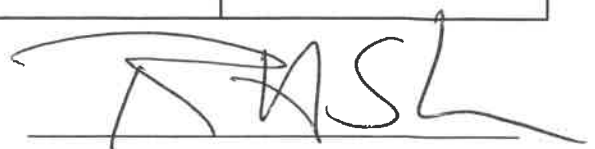


City of Newnan, Georgia

BID OPENING: Stillwood Dr. Roundabout
Thursday, June 12th 2025 – 2pm

BIDDER	BID AMOUNT	COMMENTS
Southeastern Site Development	\$2,400,380.90	
SD & C, Inc.	\$2,545,180.84	
Summit Construction & Development	\$2,664,043.00	
Helix Grading & Utility	\$2,589,801.10	
Backbone Infrastructure	scribbled out \$2,247,766.20	
E. R. Snell Contractor	\$2,243,375.98	
Baldwin Paving	\$2,508,777.10	
McLeRoy, Inc.	\$2,597,580.00	

BIDS OPENED BY



City of Newnan, Georgia

BID OPENING: Stillwood Dr. Roundabout pg 2
Thursday, June 12, 2025 – 2pm

BIDDER	BID AMOUNT	COMMENTS
Piedmont Paving	\$1,451,206.68	

BIDS OPENED BY  

June 19, 2025

William M. Klahr, P.E., CFM
 Director of Engineering
 City of Newnan
 25 Lagrange Street
 Newnan, Georgia 30263

Re: Newnan Crossing Blvd / Stillwood Drive Roundabout
 Bid Award Recommendation

Dear Michael:

On June 12, 2025 – 2 pm, bids were opened and read aloud for the above referenced project. Our office evaluated nine bids, summarized below.

Contractor	Bid Amount
Piedmont Paving	\$1,451,206.68
Backbone Infrastructure	\$2,247,766.20
Baldwin Paving	\$2,508,777.10
Helix Grading & Utility	\$2,589,801.10
McLeroy	\$2,597,580.00
SD & C	\$2,603,922.04
Summit Construction & Development	\$2,664,043.00
Southeastern Site Development	\$4,107,542.50
E.R. Snell	\$4,337,225.98

A bid tab was prepared for each bidder (attached) to verify bid amounts provided for unit prices were multiplied correctly. The highlighted numbers in the table above represent errors when tabulating the bids. The numbers shown reflect the corrected values. Below is a summary of the errors:

1. SD & C – There was a multiplication error for the Concrete Curb & Gutter, 6” x 24”, Type 2-line item.
2. Southeastern Site Development - There was a multiplication error for the 5” Thermoplastic Striping Solid, 5” Thermoplastic Striping Skip, and 8” Thermoplastic Striping Crosswalk line items.

June 19, 2025
William M. Klahr, P.E., CFM
Director of Engineering
Page 2

3. E.R. Snell - There was a multiplication error for the Asphalt Removal line item.

None of these errors impacted the outcome of the bid. All bidders were pre-qualified and had attended a pre-bid meeting. All were considered responsive and responsible. Piedmont Paving was the apparent low bidder.

ISE recommends the contract be awarded to Piedmont Paving in the amount of \$1,451,206.68.

Terms of the bidding documents require the City of Newnan to award the bid within 60 days of the bid opening if desired or to notify the contractor otherwise. This date will be August 11, 2025.

Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC.



Cary R. Dial, P.E.
Principal

Attachment Formal Bid Tabulation

CC: File

Newnan Crossing Boulevard at Stillwood Drive Roundabout Bid Tab
Final Bid Tab

					PIEDMONT PAVING		E.R. SNELL		BACKBONE INFRASTRUCTURE		SOUTHEASTERN SITE DEVEL.		BALDWIN PAVING		SD & C		HELIX GRADING & UTILITY		McLEROY		SUMMIT CONST. & DEVEL.	
Roadway	GaDOT Spec Section	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	150-1000	TRAFFIC CONTROL	LS	1	\$ 151,100.00	\$ 151,100.00	\$ 213,500.00	\$ 213,500.00	\$ 137,078.00	\$ 137,078.00	\$ 278,634.00	\$ 278,634.00	\$ 378,345.00	\$ 378,345.00	\$ 427,000.00	\$ 427,000.00	\$ 391,261.00	\$ 391,261.00	\$ 160,000.00	\$ 160,000.00	\$ 393,550.00	\$ 393,550.00
2	210-0100	GRADING COMPLETE	LS	1	\$ 200,582.00	\$ 200,582.00	\$ 578,600.00	\$ 578,600.00	\$ 858,260.00	\$ 858,260.00	\$ 401,975.00	\$ 401,975.00	\$ 731,580.75	\$ 731,580.75	\$ 650,000.00	\$ 650,000.00	\$ 558,455.00	\$ 558,455.00	\$ 1,082,404.00	\$ 1,082,404.00	\$ 677,942.00	\$ 677,942.00
3	310-1101	GR AGGR BASE CRS, INC MATL	TN	4,290	\$ 42.20	\$ 181,038.00	\$ 54.25	\$ 232,732.50	\$ 33.00	\$ 141,570.00	\$ 50.50	\$ 216,645.00	\$ 41.00	\$ 175,890.00	\$ 65.00	\$ 278,850.00	\$ 41.00	\$ 175,890.00	\$ 51.00	\$ 218,790.00	\$ 40.00	\$ 171,600.00
4	318-3000	AGGR SURF CRS	TN	86	\$ 48.00	\$ 4,128.00	\$ 55.75	\$ 4,794.50	\$ 35.00	\$ 3,010.00	\$ 45.00	\$ 3,870.00	\$ 76.50	\$ 6,579.00	\$ 65.00	\$ 5,590.00	\$ 88.00	\$ 7,568.00	\$ 51.00	\$ 4,386.00	\$ 40.00	\$ 3,440.00
5	402-1812	RECYCLED ASPH CONC LEVELING, INC MATL & H LIME	TN	250	\$ 120.00	\$ 30,000.00	\$ 133.00	\$ 33,250.00	\$ 200.00	\$ 50,000.00	\$ 200.50	\$ 50,125.00	\$ 137.00	\$ 34,250.00	\$ 250.00	\$ 62,500.00	\$ 240.00	\$ 60,000.00	\$ 150.00	\$ 37,500.00	\$ 125.00	\$ 31,250.00
6	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INC BITUM MATL & H LIME	TN	910	\$ 123.11	\$ 112,030.10	\$ 128.00	\$ 116,480.00	\$ 130.00	\$ 118,300.00	\$ 194.50	\$ 176,995.00	\$ 115.75	\$ 105,332.50	\$ 150.00	\$ 136,500.00	\$ 200.00	\$ 182,000.00	\$ 140.00	\$ 127,400.00	\$ 130.00	\$ 118,300.00
7	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INC BITUM MATL & H LIME	TN	1,050	\$ 114.00	\$ 119,700.00	\$ 120.00	\$ 126,000.00	\$ 121.00	\$ 127,050.00	\$ 182.30	\$ 191,415.00	\$ 106.75	\$ 112,087.50	\$ 140.00	\$ 147,000.00	\$ 200.00	\$ 210,000.00	\$ 144.00	\$ 151,200.00	\$ 120.00	\$ 126,000.00
8	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INC BITUM MATL & H LIME	TN	840	\$ 114.00	\$ 95,760.00	\$ 116.00	\$ 97,440.00	\$ 112.00	\$ 94,080.00	\$ 176.25	\$ 148,050.00	\$ 91.75	\$ 77,070.00	\$ 130.00	\$ 109,200.00	\$ 220.00	\$ 184,800.00	\$ 144.00	\$ 120,960.00	\$ 120.00	\$ 100,800.00
9	413-0750	Tack Coat	GAL	735	\$ 8.00	\$ 5,880.00	\$ 3.25	\$ 2,388.75	\$ 8.00	\$ 5,880.00	\$ 4.50	\$ 3,307.50	\$ 1.00	\$ 735.00	\$ 10.00	\$ 7,350.00	\$ 11.00	\$ 8,085.00	\$ 7.00	\$ 5,145.00	\$ 6.50	\$ 4,777.50
10	441-0104	12" Concrete Path (4" Thick)	SY	1,285	\$ 51.98	\$ 66,794.30	\$ 76.50	\$ 98,302.50	\$ 43.00	\$ 55,255.00	\$ 67.00	\$ 86,095.00	\$ 53.75	\$ 69,068.75	\$ 65.00	\$ 83,525.00	\$ 68.00	\$ 87,380.00	\$ 58.00	\$ 74,530.00	\$ 50.00	\$ 64,250.00
11	441-0104	17" Concrete Sidewalk (4" Thick)	SY	200	\$ 54.45	\$ 10,890.00	\$ 86.50	\$ 17,300.00	\$ 40.00	\$ 8,000.00	\$ 80.00	\$ 16,000.00	\$ 48.00	\$ 9,600.00	\$ 65.00	\$ 13,000.00	\$ 68.00	\$ 13,600.00	\$ 58.00	\$ 11,600.00	\$ 52.00	\$ 10,400.00
12	441-0104	5' Concrete Sidewalk (4" Thick)	SY	450	\$ 54.45	\$ 24,502.50	\$ 86.50	\$ 38,925.00	\$ 42.00	\$ 18,900.00	\$ 78.00	\$ 35,100.00	\$ 76.75	\$ 34,537.50	\$ 65.00	\$ 29,250.00	\$ 68.00	\$ 30,600.00	\$ 58.00	\$ 26,100.00	\$ 52.00	\$ 23,400.00
13		ADA Ramps	EA	4	\$ 1,650.00	\$ 6,600.00	\$ 507.00	\$ 2,028.00	\$ 1,500.00	\$ 6,000.00	\$ 2,188.00	\$ 8,752.00	\$ 2,311.50	\$ 9,246.00	\$ 1,230.00	\$ 4,920.00	\$ 1,692.00	\$ 6,768.00	\$ 500.00	\$ 2,000.00	\$ 1,500.00	\$ 6,000.00
14	441-0016	Concrete Driveways (6" Thick)	SY	195	\$ 66.00	\$ 12,870.00	\$ 115.00	\$ 22,425.00	\$ 60.00	\$ 11,700.00	\$ 119.00	\$ 23,205.00	\$ 134.00	\$ 26,130.00	\$ 75.00	\$ 14,625.00	\$ 73.00	\$ 14,235.00	\$ 68.00	\$ 13,260.00	\$ 84.00	\$ 16,380.00
15		ADA Truncated Dome Tile	EA	12	\$ 330.00	\$ 3,960.00	\$ 540.00	\$ 6,480.00	\$ 180.00	\$ 2,160.00	\$ 760.00	\$ 9,120.00	\$ 630.75	\$ 7,569.00	\$ 120.00	\$ 1,440.00	\$ 412.00	\$ 4,944.00	\$ 450.00	\$ 5,400.00	\$ 150.00	\$ 1,800.00
16	441-0748	CONC MEDIAN, 6 IN, TRUCK APRON	SY	463	\$ 68.12	\$ 31,539.56	\$ 122.00	\$ 56,486.00	\$ 125.00	\$ 57,875.00	\$ 126.00	\$ 58,338.00	\$ 76.00	\$ 35,188.00	\$ 115.00	\$ 53,245.00	\$ 77.00	\$ 35,651.00	\$ 77.00	\$ 35,651.00	\$ 160.00	\$ 74,080.00
17	441-0748	CONC MEDIAN, 6 IN, SPLITTER ISLAND	SY	145	\$ 78.51	\$ 11,383.95	\$ 134.00	\$ 19,430.00	\$ 120.00	\$ 17,400.00	\$ 138.00	\$ 20,010.00	\$ 157.25	\$ 22,801.25	\$ 115.00	\$ 16,675.00	\$ 77.00	\$ 11,165.00	\$ 72.00	\$ 10,440.00	\$ 160.00	\$ 23,200.00
18	441-6021	CONC CURB & GUTTER, 6 IN X 30 IN, TP 1, CENTRAL ISLAND	LF	210	\$ 22.55	\$ 4,735.50	\$ 44.00	\$ 9,240.00	\$ 24.00	\$ 5,040.00	\$ 46.00	\$ 9,660.00	\$ 69.75	\$ 14,647.50	\$ 35.00	\$ 7,350.00	\$ 28.00	\$ 5,880.00	\$ 29.00	\$ 6,090.00	\$ 28.00	\$ 5,880.00
19	441-6032	CONC CURB & GUTTER, 6 IN X 32 IN, TP 9, TRUCK APRON	LF	310	\$ 19.25	\$ 5,967.50	\$ 46.50	\$ 14,415.00	\$ 24.00	\$ 7,440.00	\$ 48.00	\$ 14,880.00	\$ 73.50	\$ 22,785.00	\$ 45.00	\$ 13,950.00	\$ 32.00	\$ 9,920.00	\$ 29.00	\$ 8,990.00	\$ 30.00	\$ 9,300.00
20	441-6720	CONC CURB & GUTTER, 6 IN X 30 IN, TP 7, SPLITTER ISLAND	LF	160	\$ 19.25	\$ 3,080.00	\$ 47.25	\$ 7,560.00	\$ 21.00	\$ 3,360.00	\$ 49.00	\$ 7,840.00	\$ 68.25	\$ 10,920.00	\$ 35.00	\$ 5,600.00	\$ 32.00	\$ 5,120.00	\$ 29.00	\$ 4,640.00	\$ 28.00	\$ 4,480.00
21	441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	2,100	\$ 20.35	\$ 42,735.00	\$ 31.25	\$ 65,625.00	\$ 22.00	\$ 46,200.00	\$ 33.00	\$ 69,300.00	\$ 27.50	\$ 57,750.00	\$ 28.00	\$ 58,800.00	\$ 28.00	\$ 58,800.00	\$ 29.00	\$ 60,900.00	\$ 26.00	\$ 54,600.00
Signing and Marking																						
22		Thermo Plastic Wordng (Yield)	EA	4	\$ 236.50	\$ 946.00	\$ 165.00	\$ 660.00	\$ 150.00	\$ 600.00	\$ 5.00	\$ 20.00	\$ 150.00	\$ 600.00	\$ 495.00	\$ 1,980.00	\$ 508.00	\$ 2,032.00	\$ 215.00	\$ 860.00	\$ 450.00	\$ 1,800.00
23		5" Thermoplastic Striping Solid	LF	4,336	\$ 1.10	\$ 4,769.60	\$ 0.93	\$ 4,032.48	\$ 0.75	\$ 3,252.00	\$ 395.00	\$ 1,712,720.00	\$ 0.85	\$ 3,685.60	\$ 0.75	\$ 3,252.00	\$ 1.00	\$ 4,336.00	\$ 1.00	\$ 4,336.00	\$ 65.00	\$ 281,840.00
24		5" Thermoplastic Striping Skip	LF	772	\$ 0.68	\$ 509.52	\$ 0.60	\$ 463.20	\$ 0.75	\$ 579.00	\$ 0.80	\$ 617.60	\$ 0.55	\$ 424.60	\$ 0.70	\$ 540.40	\$ 1.00	\$ 772.00	\$ 0.60	\$ 463.20	\$ 8.50	\$ 6,562.00
25		8" Thermoplastic Striping - Crosswalk	LF	138	\$ 12.10	\$ 1,669.80	\$ 2.75	\$ 379.50	\$ 6.00	\$ 828.00	\$ 0.80	\$ 110.40	\$ 2.50	\$ 345.00	\$ 4.50	\$ 621.00	\$ 5.00	\$ 690.00	\$ 11.00	\$ 1,518.00	\$ 4.00	\$ 552.00
26		18" Thermoplastic Striping	LF	87	\$ 6.60	\$ 574.20	\$ 4.40	\$ 382.80	\$ 3.00	\$ 261.00	\$ 5.50	\$ 478.50	\$ 4.00	\$ 348.00	\$ 5.00	\$ 435.00	\$ 5.00	\$ 435.00	\$ 6.00	\$ 522.00	\$ 4.50	\$ 391.50
27		24" Thermoplastic Striping	LF	304	\$ 9.90	\$ 3,009.60	\$ 8.25	\$ 2,508.00	\$ 2.00	\$ 608.00	\$ 11.00	\$ 3,344.00	\$ 7.50	\$ 2,280.00	\$ 9.50	\$ 2,888.00	\$ 6.00	\$ 1,824.00	\$ 9.00	\$ 2,736.00	\$ 8.50	\$ 2,584.00
28		Roundabout Arrow	SF	4	\$ 330.00	\$ 1,320.00	\$ 823.00	\$ 3,292.00	\$ 280.00	\$ 1,120.00	\$ 547.00	\$ 2,188.00	\$ 750.00	\$ 3,000.00	\$ 360.00	\$ 1,440.00	\$ 367.00	\$ 1,468.00	\$ 300.00	\$ 1,200.00	\$ 325.00	\$ 1,300.00
29		Signs & Posts	LS	1	\$ 9,399.50	\$ 9,399.50	\$ 10,200.00	\$ 10,200.00	\$ 10,000.00	\$ 10,000.00	\$ 9,633.00	\$ 9,633.00	\$ 13,496.50	\$ 13,496.50	\$ 7,545.00	\$ 7,545.00	\$ 7,003.00	\$ 7,003.00	\$ 8,545.00	\$ 8,545.00	\$ 16,929.00	\$ 16,929.00
Erosion Control																						
30		Inspection, Sampling, and Reporting Requirements	LS	1	\$ 6,435.00	\$ 6,435.00	\$ 18,300.00	\$ 18,300.00	\$ 3,000.00	\$ 3,000.00	\$ 9,853.00	\$ 9,853.00	\$ 9,777.00	\$ 9,777.00	\$ 6,435.00	\$ 6,435.00	\$ 6,598.00	\$ 6,598.00	\$ 8,700.00	\$ 8,700.00	\$ 8,500.00	\$ 8,500.00
31		Straw Bale Check Dam (Cd-Hb)	EA	27	\$ 125.00	\$ 3,375.00	\$ 605.00	\$ 16,335.00	\$ 150.00	\$ 4,050.00	\$ 712.00	\$ 19,224.00	\$ 443.25	\$ 11,967.75	\$ 196.80	\$ 5,313.60	\$ 105.00	\$ 2,835.00	\$ 85.00	\$ 2,295.00	\$ 350.00	\$ 9,450.00
32		Construction Exit (Co)	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 3,170.00	\$ 3,170.00	\$ 1,600.00	\$ 1,600.00	\$ 3,004.00	\$ 3,004.00	\$ 4,236.25	\$ 4,236.25	\$ 1,800.00	\$ 1,800.00	\$ 2,819.00	\$ 2,819.00	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00
33		Sediment Barrier Sensitive Areas (Sd1-S)																				



June 16, 2025

City of Newnan
Newnan Crossing Blvd & Stillwood Dr Roundabout
Newnan, GA 30265

Thank you for being a valued Georgia Power customer. We look forward to servicing all your outdoor lighting needs. The following proposal is to install a new Georgia Power Company owned Outdoor Lighting LED System for the City of Newnan.

Per your request, Georgia Power Company proposes the following:



BILLING OPTIONS:

Standard Service Agreement: One (1) month service agreement, automatically renews month to month, service price is fixed. Georgia Power retains ownership of the system. **All materials, labor, energy & maintenance to operate the system are included.**

- Install (13) 122W LED light for roadway lighting per Figure 1

Option 1: No Upfront Payment required: \$0.00

Monthly service amount (energy included) - \$1,486.94/month

Option 2: Upfront Payment required: \$83,500.00

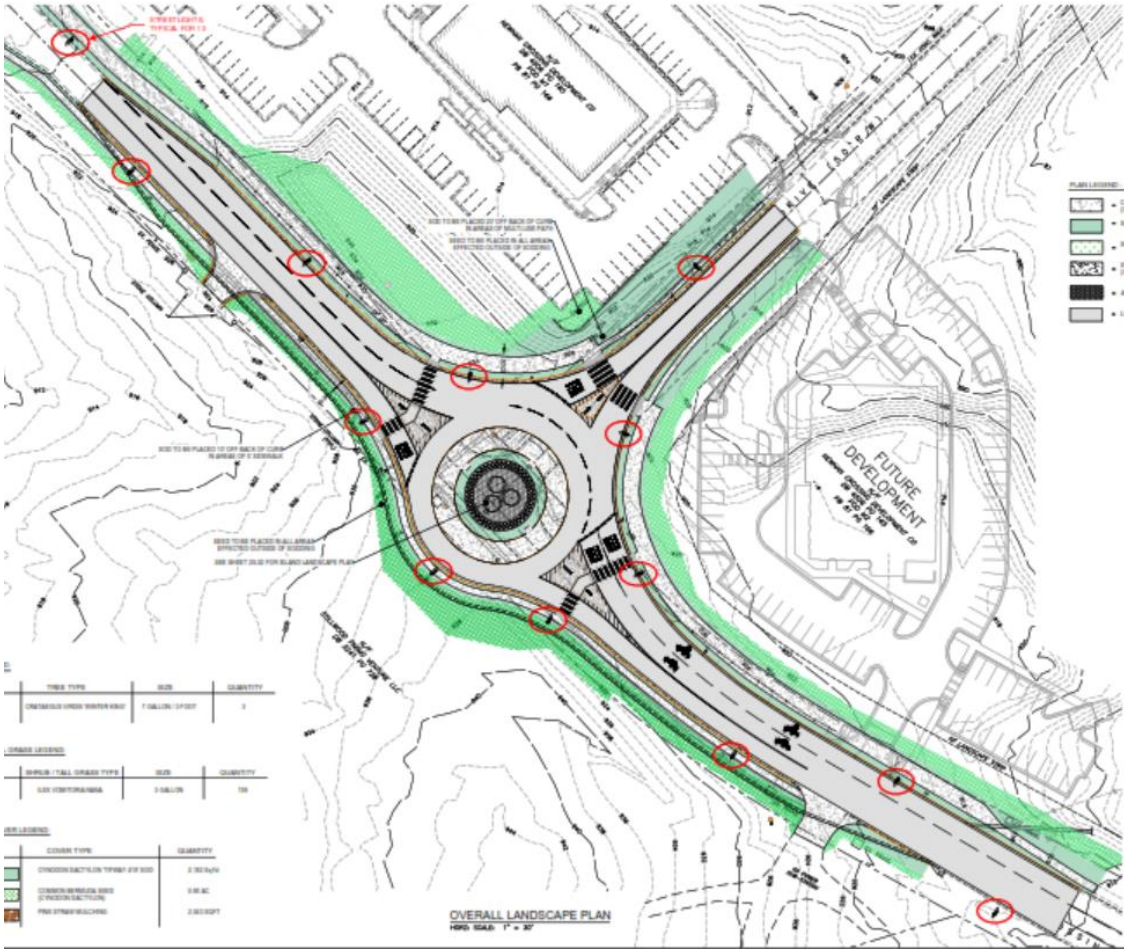
Monthly service amount (energy included) - \$441.48/month

This proposal is valid for (30) days from the above date and if you have any questions, please call me at the number listed below or email me at your convenience.

Regards,

Terron Hallums
GPC Outdoor Lighting Account Executive
C: 678-416-1874
E: wthallum@southernco.com

Figure 1: Roundabout Lighting Plan



Lighting Services Agreement



Project # LP107748

Customer Legal Name NEWNAN CITY OF DBA _____

Service Address 0 STREET LIGHTS NEWNAN GA 30263 County Coweta - GA

Mailing Address P O BOX 1193 NEWNAN GA 30264

Email hcraver@newnanga.gov Tel # 706-253-2682 Alt Tel # _____

Tax ID# 0000 Business Description Government

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 01962-96009

Selected Components

Action	Qty	Wattage	Type	Description
INS	13	120	LED	Roadway

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$1,411.80	\$75.14	\$1,486.94		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Approximate location of lights 102 Stillwood Dr Newnan GA 30265

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: William Hallums
Print Title:	Print Title: Account Exec
	Phone Number:
	Email:
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement



Project # LP107748

Customer Legal Name NEWNAN CITY OF DBA _____

Service Address 0 STREET LIGHTS NEWNAN GA 30263 County Coweta - GA

Mailing Address P O BOX 1193 NEWNAN GA 30264

Email hcraver@newnanga.gov Tel # 706-253-2682 Alt Tel # _____

Tax ID# 0000 Business Description Government

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 01962-96009

Selected Components

Action	Qty	Wattage	Type	Description
INS	13	120	LED	Roadway

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$366.34	\$75.14	\$441.48		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Approximate location of lights 102 Stillwood Dr Newnan GA 30265

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$83,500.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: William Hallums
Print Title:	Print Title: Account Exec
	Phone Number:
	Email:
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
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To: William M. Klahr, P.E., CFM
Company: City of Newnan - Director of Engineering
Address: 25 Lagrange Street
Newnan, Georgia 30263

Date: July 14, 2025
From: Cary Dial, P.E.
Copy to: Dan Davis
Jason Ray

Project: Newnan Crossing Blvd. and Stillwood Dr. Roundabout **TOF #:** 7

BACKGROUND

We are pleased to submit this proposal to provide Construction Management (CM) services for the proposed roundabout project at the intersection of Newnan Crossing Boulevard and Stillwood Drive. This infrastructure improvement is a critical component of the City of Newnan's commitment to enhanced traffic flow and public safety, and we are excited for the opportunity to support the City in delivering a successful project. Our team brings experienced personnel, proactive communication, and a proven approach to project delivery. We aim to serve as an extension of the City's staff, ensuring the project is completed on time, within budget, and to the highest standards of quality and compliance.

SCOPE OF SERVICES

Task No. 1 Project Management

- Will assist with overall project coordination, and maintain open lines of communication with stakeholders
- Serve as the City's representative throughout construction
- Coordinate between the City, contractor, design professionals, and third-party stakeholders

Task No. 2 Request for Information Responses, Shop Drawing Reviews, and Pay Application Reviews

- We will review and respond to contractor RFIs, perform timely and thorough shop drawing submittal reviews, and evaluate contractor pay applications to ensure accurate billing for completed work.

Task No. 3 Periodic Site Visits

- We will conduct periodic site visits to observe construction progress, verify general compliance with the drawings and contract documents, and assess field conditions. Site visit frequency will be tailored to key milestones or as requested by the City of Newnan.

TASK ORDER FORM

Task No. 4 As-Built Documentation and Project Closeout

- Coordinate collection and verification of as-built data from the contractor
- Compile and submit complete as-built drawings upon project completion
- Oversee completion of punch list items
- Review final pay application and change orders
- Ensure delivery of all closeout documentation, including warranties, manuals, and certificates
- Facilitate final acceptance and turnover to the City

SCHEDULE

The anticipated duration of the construction management services is nine (9) months, commencing upon issuance of a Notice to Proceed by the City of Newnan and concluding at project closeout and final acceptance.

FEE ESTIMATE

The fees for all four tasks shall be hourly. ISE will communicate hours throughout construction to ensure we stay within the City's budget. The amounts listed below are estimated based on a nine-month construction period and represent a "Not to Exceed" amount without prior City approval.

Task No.	Tasks Performed on an Hourly Basis	Estimated Hourly Contract Amount
1	Project Management	\$ 7,020
2	RFI's, Shop Drawings, and Pay Applications	\$ 9,360
3	Site Visits	\$ 11,160
4	As-Builts and Project Closeout	\$ 6,480
TOTAL		\$ 34,020

The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the Master Services Agreement rate schedule.

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with _the City of Newnan_ dated __July 20th, 2023__. As our authorization, please sign in the space provided below.

City of Newnan

Integrated Science & Engineering, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Newnan, Georgia – Mayor and City Council

Date: July 22, 2025

Agenda Item: Agenda Item: Annexation Request for Annex2025-03 by Greg K. Rogers - 1.1994+/- acres on State Route 34 Bypass (a portion of Tax Parcel #073B 033) and 0.4996+/- acre on Roscoe Road (a portion of Tax Parcel 073B 032); Rezoning Request for RZ2025-05 by Greg K. Rogers - 20.0119± acres at 204 Roscoe Road (Tax Parcel #073B 010); Requested zoning of RU-7 (Urban Residential Single-Family Dwelling – High Density District) for the development of 61 single-family detached homes

Prepared and Presented by: Chris Cole, Senior Planner

Purpose:

Greg K. Rogers has applied for the rezoning of 20.0119± acres on Roscoe Road (Tax Parcel #073B 010). The request is to rezone the subject property from CGN (General Commercial District) to RU-7 (Urban Residential Single-Family Dwelling – High Density District) for the purpose of constructing 61 fee-simple single-family detached homes.

Greg K. Rogers is also requesting the annexation of a portion of Tax Parcel # 073B 033 on State Route 34 Bypass (which contains 1.1994+/- acres) and a portion of Tax Parcel 073B 032 on Roscoe Road (which contains 0.4996+/- acre) into the city limits. These tracts will be combined with the existing 20.0119± acre tract that is seeking rezoning for the development of 61 single-family detached homes. These properties are adjacent to the aforementioned 20.0119+/- acre tract and are eligible to pursue annexation. The resulting total project size will be 21.71+/- acres as demonstrated on the concept plan. The proposed development will feature natural greenspace and planting areas.

Since the tracts seeking annexation are part of the proposed project, the applicant has asked that both items be heard by the Planning Commission and City Council at the same time. Due to the interrelated nature of these two applications, staff has decided to do a single staff report to better explain the requests.

REZONING and ANNEXATION ASSESSMENT

APPLICANT INFORMATION:

Greg K. Rogers
4240 Martin Luther King Jr. Drive SW
Atlanta, GA 30336

SITE INFORMATION:



Tax Parcel 073B 010 (Rezoning Request) – This parcel was rezoned to CGN (General Commercial) with conditions by the City in 2010. A previous rezoning application and annexation application were also reviewed and denied by the City Council on August 23, 2022. Those applications were for 135 fee-simple townhomes. The same rezoning parcel as the current case was part of the 2022 rezoning application (Portion of Tax Parcel 073B 010). Staff Note – At that time, Tax Parcel 073B 010 was a larger parcel and located on both sides of State Route 34 Bypass. One of the current annexation parcels was also part of the 2022 application (Portion of Tax Parcel 073B 033).

Regarding the current rezoning request, there are two structures remaining on this property that were formerly used in conjunction with the farm/residence. These structures will be removed. The remainder of this property is undeveloped. The petitioner is requesting a zoning designation of RU-7 (Urban Residential Single-Family Dwelling – High Density District) to allow for the parcel's combination with the adjacent 1.1994± acre tract and the adjacent 0.4996±/- acre tract to develop 61 fee-simple single-family detached homes. This property is shown as Emerging Missing Middle Residential on the City's Future Land Use Map. This category is for areas identified as medium-density residential (between 4 and 7 units per acre) allowing for a variety of housing products, including single-family homes, duplexes, triplexes, quadplexes, cottage homes, and small apartment buildings.

Portion of Tax Parcel 073B 033 (Annexation Request)

As shown on the map above, Tax Parcel 073B 033 is located along the State Route 34 Bypass. The tract is currently under the County's jurisdiction, is zoned RC (Rural Conservation), and is shown as Employment Center Character Area on the County's Future Land Use Map. According to the current Coweta County Comprehensive Plan, Employment Center Character Areas provide opportunities to expand the County's economic base and recruit employers who offer professional office, retail management, trade, and tech jobs, which allow employees to advance in their careers while remaining in Coweta County.

This vacant parcel abuts the 20.0119+/- tract. The petitioner is requesting a zoning designation of RU-7 (Urban Residential Single-Family Dwelling – High Density District) to allow for the parcel's combination with the adjacent tract for the development of 61 fee-simple single-family detached homes. The reason only a portion of this parcel is being requested for annexation is that the applicant intends to let remain in the County a 50-foot strip on the western side of the property in order not to "landlock" the parcel directly to the south (Tax Parcel # 073B 007A – owned by LDO Coweta LLC). The 50-foot strip will remain as HOA greenspace. Staff Note – Please see the attached Project Location Map A to see the 50-foot strip that will remain in unincorporated Coweta County from the annexation of Tax Parcel 073B 033.

Portion of Tax Parcel 073B 032 (Annexation Request)

As shown on the map above, Tax Parcel 073B 032 is located along Roscoe Road. The tract is currently under the County's jurisdiction, is zoned RC (Rural Conservation), and is shown as Employment Center Character Area on the County's Future Land Use Map. Please see above for the definition of Employment Center Character Area.

This vacant parcel abuts the 20.0119+/- tract. The petitioner is requesting a zoning designation of RU-7 (Urban Residential Single-Family Dwelling – High Density District) to allow for the parcel's combination with the adjacent tract for the development of 61 fee-simple single-family detached homes. The reason only a portion of this parcel is being requested for annexation is that the applicant intends to let remain in the County a 50-foot strip along Roscoe Road in order not to "landlock" the unincorporated parcels directly to the east of the subject property across Roscoe Road (these unincorporated parcels are roughly bound by Roscoe Road, State Route 34 Bypass, Jackson Street, and Phillips Street). The 50-foot strip will remain as HOA greenspace. Staff Note – Please see the attached Project Location Map A to see the 50-foot strip that will remain in unincorporated Coweta County from the annexation of Tax Parcel 073B 032. Also, please see the attached Project Location Map B to see the properties across Roscoe Road.

OVERVIEW OF REZONING REQUEST:

Greg K. Rogers has applied for the rezoning of 20.0119± acres located on Roscoe Road (Tax Parcel 073B 010). The request is to rezone the subject property from CGN to RU-7 for the purpose of constructing 61 fee-simple single-family detached homes on public roads. RU-7 allows 4 dwelling units per acre with a minimum lot size of 7,500 square feet (for detached dwellings). According to an email from the applicant's representative Jim Mottola on June 2, 2025, there will be a maximum of 10% allowed as rentals.

Sample facades have been provided in the packets. The homes will be fee-simple and consist of one or two stories. The homes will be constructed with masonry and Hardie board (including the accents). The minimum house size will be 2,000 square feet (proposed \$450,000 home) with a maximum house size of 3,200 square feet (proposed \$620,000 home). The Minimum Principal Living Space requirement for RU-7 zoning is 1,600 square feet. The residential density will be 2.8 units per acre. This density is under the required maximum density of 4 units per acre in RU-7 zoning. There are also no common recreational area requirements for the proposal since it will be under 75 lots. In addition, a mail kiosk is planned for the residents. The applicant has also provided greenspace (including the preservation of the natural landscape) and park areas as shown on the Proposed Land Use Plan.

The development will also be required to have two entrances per the City's Subdivision Regulations since there are more than 25 lots being proposed. Staff Note – As shown on the Proposed Land Use Plan, one of the entrances along Roscoe Road (the entrance closest to the intersection with State Route 34 Bypass) will be gated and designed for public safety access. This gated access is allowed by the City. All 61 homes are proposed to be on the rezoning tract except for Lot 1 and portions of Lot 2, 35, 36, and 37.

The minimum required open space per dwelling unit is 1,000 square feet. This would equate to a required 61,000 square feet of open space for the proposed 61 lots. The applicant proposes 244,000 square feet of open space. This equates to approximately 25.8% of the proposal dedicated to open space. The requirement in RU-7 zoning for maximum building lot coverage is 50% of the lot area. The applicant's proposed building lot coverage is 40% thus meeting the requirement.

Regarding how conditions have changed that renders the zoning map designation invalid and no longer applicable, the applicant stated, "CGN traffic and intensity, plus restricted access to Bypass would create unsafe patterns, volume and visual/noise impact on current residential corridor." Regarding the proposed zoning map change being an extension of an existing adjacent zoning district and explaining why the proposed extension should be made, the applicant stated, "RU-7 District would extend and complement existing residential uses/lifestyle on all abutting properties (none Commercial)."

Regarding the explanation as to why this property should be placed in a different zoning district than all adjoining property, as well as answering how does this property differ from adjoining property and why should it be subject to different restrictions, the applicant stated, "RU-7 request, while also residential, proposes for less density plus common area greenspace and separation; compatible with existing County zoning as single family residential, detached, sustainable product and values."



OVERVIEW OF ANNEXATION REQUEST:

Greg K. Rogers is requesting the annexation of a portion of Tax Parcel # 073B 033 on State Route 34 Bypass (which contains 1.1994+/- acres) and a portion of Tax Parcel 073B 032 on Roscoe Road (which contains 0.4996+/- acre) into the city limits. According to the Annexation application, the subject properties are undeveloped with utilities and include open, wooded farmland.

The applicant concluded in the attached Annexation Letter, "It is our request to annex two small parcels totaling only 1.699+/- acres, to be utilized as RU-7 (single-family detached homes) with a maximum yield of 61 lots at 2.8 units per acre. As currently zoned RC in the County, the small parcels have always been a part of the Whitlock holdings and are large enough to qualify for the County minimum lot size."

The proposed annexation tract on Roscoe Road contains all of Lot 1 and a portion of Lot 2, as well as the main access entryway. The proposed annexation tract on State Route 34 Bypass contains mostly permanent greenspace, but does contain the rear of Lots 35, 36, and 37. Staff Note – The remainder of these three lots are on the rezoning tract.

The applicant added that the East and West "50 -foot strip" areas to remain in Coweta County will be owned, monitored, and maintained by the future HOA and will forever be "reserved" as Common Area greenspace (in addition to the greenspace % calculated in the RU-7 request).



STANDARDS:

In making a decision, the Zoning Ordinance requires the Planning Commission and the City Council to give reasonable consideration to the following standards. Staff has assessed each standard and identified those with a green check mark ✓ as standards being met by the proposed rezoning and annexation and those with a red “X” ✗ as standards not being met.

Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

Rezoning - The rezoning site is primarily surrounded by properties in unincorporated Coweta County. State Route 34 Bypass is directly north of the subject property. The property directly south is the Overby Park Townhome Community that has a zoning classification of R-2 in Coweta County. Coweta County’s R-2 (Multifamily Residential District) zoning is a multifamily residential district requiring water and sewerage service for development. To the east of the rezoning site are two single-family detached homes and a vacant tract (all located in unincorporated Coweta County). The vacant tract is part of the applicant’s annexation request. All three of these lots are zoned RC (Rural Conservation District) in Coweta County. Coweta County’s RC zoning district permits agriculture, forestry, and low density single-family residential land uses. To the west of the subject property is the vacant tract that is also included in the annexation request. For the existing residents that are adjacent to the subject property, the proposed use would provide a residential neighbor instead of a potential new commercial use that would be allowed by right with the rezoning tract’s existing CGN zoning.

Annexation - The annexation sites are vacant land primarily surrounded by undeveloped properties in the city limits and in unincorporated Coweta County. There is a single-family detached home to the south of the Roscoe Road annexation site and to the north and west of the Roscoe Road annexation site is the larger rezoning tract. The annexation tract along State Route 34 Bypass is surrounded by vacant tracts in the city limits and unincorporated Coweta County, except for one portion that adjoins the Overby Park Townhome Community. Staff believes the use of the two annexation tracts would be suitable in view of the zoning and development of adjacent and nearby properties. The annexation of both tracts will allow for a residential use instead of a possibly more intrusive commercial use.

Staff Assessment – The proposed uses for all three of the sites under review are suitable. ✓

Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

Rezoning - As with most residential developments, the greatest impact on adjacent or nearby properties resulting from this rezoning would be additional traffic. Michael Klahr, Director of Engineering with the City, stated in his report, “Two entrances to the development will be required. The two entrances as shown in the concept are proposed to connect to Roscoe Road which is under the jurisdiction of Coweta County. The City of Newnan will not issue a permit for land disturbing activities until such time Coweta County has been satisfied with their requirements and has so indicated to the City.” Regarding this transportation issue, Mr. Klahr added, “Please furnish a copy of any Traffic Impact Study/Statement to the City that Coweta County or the Georgia Department of Transportation may require.” According Mr. Klahr, Roscoe Road is considered an urban minor arterial and would be sufficient for the proposed dual entrances.

Annexation – Regarding the annexation sites, staff believes that the combined total size of 1.699+/- acres will have a minimal effect on the existing use or usability of adjacent or nearby properties. The adjacent and nearby properties will be benefited by the natural greenspace that will remain. The portions of both annexation sites that are not developed will also be reserved as common area greenspace.

Staff Assessment – The adverse effect is minimal due to the standards for development that the City of Newnan Engineering Department will require and the fact that a commercial site (which would be allowed as currently zoned) will not be developing on the rezoning site if the rezoning is approved. ✓

Are there substantial reasons why the property cannot or should not be used as currently zoned?

Rezoning – There are no substantial reasons as to why the rezoning property cannot or should not be used as currently zoned. The rezoning site is zoned CGN (General Commercial) zoning.

Annexation - The annexation properties are currently zoned RC (Rural Conservation) in the County. That particular zoning district permits agriculture, forestry, and low density single-family residential land uses. The annexation properties could be used as currently zoned for low density single-family residential land use. Since the petitioner plans to build a total of 61 lots, he is seeking annexation and rezoning as the development would not be permitted under the County’s current regulations.

Staff Assessment – The rezoning property and the annexation properties could both be used as currently zoned. ✗

Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

Rezoning and Annexation - Copies of the departmental reports have been provided with the accompanying documentation for this report. A summary of the departmental reports are as follows:

Police: Police Chief Brent Blankenship stated, “After reviewing call history that could compare to this one development, there would be a slight increase of people and vehicle traffic to the area. It would have a slight impact on motor vehicle accidents and calls of service to that area while also slightly affecting call service and response times to other parts of the city. It is believed that a strain would be placed on calls for service and would cause additional maintenance on equipment, but can be managed at current staff level.”

Fire: Fire Chief Stephen Brown stated, “I have reviewed the potential annexation and rezoning request by Greg K. Rogers. Currently we have no issues with the annexation or rezoning requests. However, upon future completion of the project, the following data information research that could potentially affect our fire department will be the following. The similar projects Harpers Farm, Belmont Park, and Brown Ridge given for comparisons showed a possible increase in call volume to approximately 100 calls a year. The concern in impact would be growth in population, traffic, increased call volume and response times to the proposed property and the current established areas served. The increase in call volume will impact our department with additional wear and tear on equipment and will influence the effectiveness and strength of our manpower.”

Chief Brown concluded, “We’ve had requests for impact analysis on other similar proposed properties in the area as well. It does create cause for concern regarding the effectiveness of fire services. We strive for excellence and to continue serving our citizens as we currently do. Therefore, the impact of the proposed property may require additional equipment and manpower in the future at the Newnan Fire Department.”

Newnan Utilities: Newnan Utilities will be the electric, water, and sewer provider for the project. Scott Tolar reviewed the project and provided a letter, which is included in the agenda packet, indicating that there is ample capacity to serve this proposed facility. He added that the developer would be responsible for all costs necessary to serve the project.

Engineering: Director of Engineering Michael Klahr stated the following:
Environmental:

1. The development plan shall follow the design standards and guidance per the Georgia Storm Water Management Manual, in compliance with the **Post-Development Stormwater Management Ordinance** for the City of Newnan.
2. The development plan shall include a three-phase erosion plan in compliance with the **City of Newnan Soil Erosion, Sedimentation and Pollution Control Ordinance**.
3. All streams, wetlands and other environmentally sensitive areas shall be delineated and located within open space to the extent practically possible. The development plan shall be in compliance with the **Floodplain Management and Flood Damage Prevention Ordinance** for the City of Newnan.

The City of Newnan will serve as the Local Issuing Authority (LIA) for permitting land disturbing activities.

4. Standard stream buffers apply. Reference is made to the **City of Newnan, Georgia Stream Buffer Protection Ordinance**.

Transportation:

1. Two entrances to the development will be required. The two entrances as shown in the concept are proposed to connect to Roscoe Road which is under the jurisdiction of Coweta County. Note: Roscoe Road south of State Route 34 Bypass is not State Route 70 as shown in the concept. The City of Newnan will not issue a permit for land disturbing activities until such time Coweta County has been satisfied with their requirements and has so indicated to the City.
2. Please furnish a copy of any Traffic Impact Study/ Statement, to the City that Coweta County or the Georgia Department of Transportation may require.

Development Standards:

1. City of Newnan development standards for streets and sidewalks shall apply, which include the typical section with utility locations, and minimum pavement sections.
2. Standards for the Manual on Uniform Traffic Control Devices (MUTCD) shall apply.
3. ADA compliant sidewalks, 5 feet in width, shall be provided throughout the proposed development along both sides of all public streets, and extended to the Right-of-Way for Roscoe Road.
4. Reference is made to the Extent of Service Policy for maintenance of any public stormwater system associated with this development.

Coweta County Schools: Ronald Cheek, Executive Director of Facilities for the Coweta County School System indicated that his department has reviewed the applications for rezoning and annexation and offered the following comments based on the information provided:

“In response to your request for input on the above-referenced project, based on the updated information, we offer the following:

The proposed development would potentially contain 61 residential units. The current school district lines would place students in this neighborhood in the following locations:

Elm Street Elementary (94% Capacity), Evans Middle School (88% Capacity), and Newnan High School (80% Capacity).

Developments of this size can present challenges when planning for school enrollment and meeting student needs. Due to the high density of housing in the area of the proposal, school capacity is an ongoing concern. Some of the schools serving this area are now at or near capacity. If approved, we would request that the developer provide us advanced notice of a schedule for construction and planning purposes.

Thank you for the opportunity to provide feedback on this proposal.”

Fiscal Impact Analysis

In an effort to ascertain impact, staff conducted a fiscal impact analysis and sought comments from pertinent departments/agencies, which have been included in this report.

Methodology:

- Total # of proposed households – 61
- Average # of people per household based on US Census average for Newnan – 2.54
- Total new people added for the subdivision: $61 \times 2.54 = 155$ new persons
- Total 2024 Population based on census projections for Newnan – 44,940
- Total 2024 Daytime Population (*Total resident population (+) Total workers working in area (-) Total workers living in area*) – 67,442

Annual General Fund Expenditures per Operating Category based on 2025 Budget:

- General Government: $\$9,843,522 / (44,940 + 67,442) = \87.59 per person;
 $\$87.59 \times 155 = \mathbf{\$13,576.45}$
- Public Safety: $\$19,292,345 / (44,940 + 67,442) = \171.67 per person; $\$171.67 \times 155 = \mathbf{\$26,608.85}$
- Public Works: $\$3,544,068 / (44,940 + 67,442) = \31.54 per person;
 $\$31.54 \times 155 = \mathbf{\$4,888.70}$
- Community Development: $\$4,193,121 / (44,940 + 67,442) = \37.31 ;
 $\$37.31 \times 155 = \mathbf{\$5,783.05}$
- Other Services (Main Street, Business Development, Carnegie Building): $\$1,038,609 / (44,940 + 67,442) = \9.24 per person; $\$9.24 \times 155 = \mathbf{\$1,432.20}$

Projected Annual Expenditures: **\$52,289.25**

Annual Revenues based on 2025 Budget:

- Property Taxes: Based on \$535,000 home with a 3.12 millage rate = \$667.68;
 $\$667.68 \times 61 = \mathbf{\$40,728.48}$
- Sales Tax Generated: $\$12,300,000 \text{ budgeted} / (44,940 + 67,442) = \109.45 per person;
 $\$109.45 \times 155 = \mathbf{\$16,964.75}$
- Inspections and Permits: $\$529,400 / (44,940 + 67,442) = \4.71 per person;
 $\$4.71 \times 155 = \mathbf{\$730.05}$

Projected Annual Revenues for the Subdivision: **\$58,423.28**

Note – The applicant's anticipated starting price point will be \$450,000 and the maximum home price will be \$620,000. Staff used \$535,000 as a median amount utilizing this range.

Up Front Revenues during Construction:

- Impact Fees: $61 \times \$1,110.81$ (residential fee not including Newnan Utilities) = **\$67,759.41**
- Permits and Inspections: (2,600 square foot house at \$470,000) $\$1,300 \times 61 = \mathbf{\$79,300.00}$

Projected up front revenues for the subdivision: **\$147,059.41**

Note – The applicant’s anticipated average square footage of the units will be 2,000 square feet to 3,200 square feet. Staff used 2,600 square feet as a median measurement utilizing this range.

Staff Assessment – As with all development, the project will impact service provision. The question is whether or not it is excessive or burdensome. Most of the service providers that have responded have indicated that they will be in position to meet the demands. The Police Department and the Fire Department indicated call service and response times, as well as equipment needs, would be issues due to the proposal. Coweta County Schools expressed concern about their ability to meet the proposal’s projected population. ✓

Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

Rezoning – The Future Land Use Map shows the rezoning site under consideration as future Emerging Missing Middle Residential. The Comprehensive Plan describes this category as “areas identified as medium-density residential (between 4 and 7 units per acre) allowing for a variety of housing products, including single-family homes, duplexes, triplexes, quadplexes, cottage homes, and small apartment buildings.” In this case, the proposed density will be 2.8 units per acre. Though this proposed 2.8 units per acre calculation is below Emerging Missing Middle Residential starting density of 4 units per acre, it is close to that number and importantly not over the category’s maximum of 7 units per acre. The proposal also offers a range of house plans with options starting at 2,000 square feet.

Annexation - The annexation sites are outside of the city limits and therefore was not considered in the City’s Comprehensive Plan. The County’s Comprehensive Plan shows the annexation lots as Employment Center Character Area on the County’s Future Land Use Map. To summarize a portion of the Coweta County Comprehensive Plan, Employment Center Character Areas provide opportunities to expand the County’s economic base and recruit employers who offer professional office, retail management, trade, and tech jobs, which allow employees to advance in their careers while remaining in Coweta County.

Staff Assessment – The annexation lots do not meet the intent of the Coweta County Future Land Use category. It should be kept in mind, however, that these two lots only account for 1.699 acres+/- of the overall proposed development. The rezoning site does meet the intent of the Emerging Missing Middle Residential category as it offers single-family homes (though just under the category’s minimum density threshold). In addition, below are some of the Needs and Opportunities listed in the City’s Comprehensive Plan related to the need for the type of development that is being proposed:

- The City can encourage a focus on quality building materials to help ensure excellent residential products.
- There is an overall lack of available land for development purposes.
- There is potential for expansion through annexation opportunities.

Due to these factors, the proposed use is compatible with the purpose and intent of the Comprehensive Plan. ✓

Is the proposed use consistent with the purpose and intent of the proposed zoning district?

Rezoning - The proposed zoning category of the rezoning site is RU-7. According to the Zoning Ordinance, the RU-7 district provides for higher density residential development designed to allow more walkable neighborhoods. The principal uses of land in this district are single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced, orderly, convenient, and attractive residential area. Allowed uses are required to utilize public water and sewer infrastructure. High density residential areas shall be protected from low intensity non-residential development and from the encroachment of incompatible uses.

New RU-7 districts are most appropriately located adjacent to existing RU-7 districts, in areas in transition between denser residential neighborhoods and less dense neighborhoods, or in areas where the future land use map indicates would be appropriate for medium density residential uses. RU-7 districts should be located so that required infrastructure is already in place or that the infrastructure can be installed as part of the development of the property.

In this case, fee-simple single-family detached dwellings are the stated use and are permitted in the RU-7 zoning district. In terms of location, the proposed development site would be in a transition area between the adjacent Overby Park Townhome Community (that has a zoning classification of R-2 in Coweta County) and less dense surrounding properties. Infrastructure is also in place to serve the development.

Annexation - The annexation sites currently have the Coweta County zoning designation of Rural Conservation (RC). If approved, the annexed sites would be joined with the larger, adjacent rezoning site and share its proposed RU-7-zoning designation. Like the larger rezoning site, the proposed use of the annexation sites would be consistent with the purpose and intent of the proposed zoning district.

Staff Assessment – The proposed uses of the rezoning site and the annexation sites are consistent with the proposed zoning district. ✓

Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?

Rezoning - The City completed a full update of its Comprehensive Plan in 2021, which included the Future Land Use Map. The Future Land Use Map shows the rezoning site as Emerging Missing Middle Residential. In September of 2017, the City adopted a new Zoning Ordinance and corresponding Zoning Map (which showed the rezoning site zoned as CGN).

Annexation - The City completed a full update of its Comprehensive Plan in 2021, which included the Future Land Use Map. The annexation sites were not included in the City's Comprehensive Plan, as the properties are in unincorporated Coweta County and are listed as Employment Center Character Area on the County's Future Land Use Map.

Staff Assessment – There are no new or changing conditions that would impact the rezoning site's future land use designation as Emerging Missing Middle Residential. There are also no new or changing conditions that would impact the annexation sites' future land use designation (as shown in the County) or under a future City designation if approved and made part of the fee-simple single-family detached home development. ✓

Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Rezoning and Annexation - The general area where the subject properties are located primarily contains residential and commercial uses within the city limits and in unincorporated Coweta County. As mentioned earlier in this report, the rezoning site is currently zoned CGN and consists of 20.0119+/- acres. There are many intense uses that are permitted in the CGN zoning category, ranging from light automobile repair and maintenance to convenience stores that are often not ideal uses to be located next to residences. Staff believes the proposed use of a fee-simple single-family detached home development provides another residential use (with much less density) adjacent to the Overby Park Townhome Community. Across the State Route 34 Bypass, there is also CGN zoning. The idea of providing a noncommercial use for the rezoning site that is slated on the City's Future Land Use Map as Emerging Missing Middle Residential, and that is adjacent to many residences, is appropriate.

Staff Assessment – The proposed project would reflect a reasonable balance. ✓

SUMMARY OF STAFF FINDINGS:

After assessing the projects based on the standards to be considered for rezoning and annexation requests, staff found that each of the requests meets **7 of the 8 standards**.

COWETA COUNTY RESPONSE TO THE ANNEXATION:

In accordance with the annexation laws, the City notified the County of the annexation once the City Council decided to accept the application and move forward with the public hearing process. The County reviewed the application and advised the City that the Coweta County Board of Commissioners voted on May 6, 2025 to file no objection to the above referenced annexation petition and provided no conditions to be included in the final ordinance if approved.

APPLICANT'S PROFFERED CONDITIONS (AS SHOWN ON THE REZONING APPLICATION AND THE ANNEXATION APPLICATION):

- Masonry & Hardie Board Construction & Accents
- Develop/Build to City's RU-7 Standards/ Lot Sizes/ Setbacks
- Single Family Residences to Exceed 2,000 Square Feet
- One and Two Story Detached; Offered Fee-Simple Sale
- The development will be limited to 61 lots.
- Product shall be consistent with elevations included with this application.

Staff Note – The applicant submitted Proffered Conditions documents since the Planning Commission meeting and these are found in the packet under the Cover Sheet titled, "Proffered Conditions Received After the 6-10-2025 Planning Commission Meeting."

PLANNING COMMISSION MEETING SUMMARY – JUNE 10, 2025:

At the conclusion of the public hearing held in front of the Planning Commission on June 10, 2025, the Commission voted to recommend approval of the rezoning request and the annexation request by a 6-0 vote with the following conditions:

- Developers work with the Planning and Beautification staff on the State Route 34 screening.
- Developers shall maintain 30- to 40-foot buffers between the development and the adjoining Cash and Green properties. A fence shall be installed for screening purposes.
- The project will meet all City requirements, including the Tree Conservation and Landscape Ordinance, and be consistent with the concept plan, density, project data, amenities, proffered conditions, and elevations provided as part of the applications.
- The development will be limited to 61 units.
- A final plat will be provided reflecting the combination of all tracts.

STAFF CONDITION BASED ON INFORMATION RECEIVED FROM THE APPLICANT SINCE THE 6-10-2025 PLANNING COMMISSION MEETING:

- The developer shall provide adequate screening adjacent to the rear property lines of the homes along State Route 34 Bypass, as well as Lots 60 and 61 along Roscoe Road where there is not satisfactory existing tree cover as determined by the City's Landscape Architect. Responsibility for maintenance and replanting of all screening material and/or fencing will be addressed in the covenants and restrictions for the development.

REGULATORY CRITERIA TO CONSIDER:

In February 2022, Newnan City Council adopted a revised Tree Conservation and Landscape Ordinance. Section 10-84 of that ordinance requires that any application for annexation, rezoning or preliminary subdivision plats must include a Preliminary Tree Management Plan which shall include, at a minimum:

- Graphic representation of existing tree canopy;
- descriptive written or labeling information about existing tree canopy;
- total number of acres;
- number of disturbed acres;
- number of acres within any undevelopable portion, i.e. utility easements, floodplains, ponds, streams and stream buffers, etc.;
- graphic display and label any required or proffered buffers and provide acreage;
- number of actual tree save acreage, not including any of the categories listed above;
- provide detailed and graphic descriptions of all tree save areas and how tree save areas will be safeguarded and protected.

The City Landscape Architect Mike Furbush conducts a preliminary review and recommends conditions to consider during the approval of any of the aforementioned processes. The applicant submitted what they labeled a Tree Management Plan, which is contained in the attachments.

LANDSCAPE ARCHITECT COMMENTS:

In addition to staff's proposed conditions, the City's Landscape Architect Mike Furbush has included the following comment regarding the required Tree Management Plan that should be addressed if the City Council recommends approval:

1. The Tree Management Plan for the Greg Rogers annexation/rezoning on Roscoe Road and SR 34 Bypass has met the minimum plan requirements.

Staff Note – The latest Tree Management Plan included in the packet (that was reviewed by Mr. Furbush) was received on 6-16-2025.

OPTIONS:

Annexation Request:

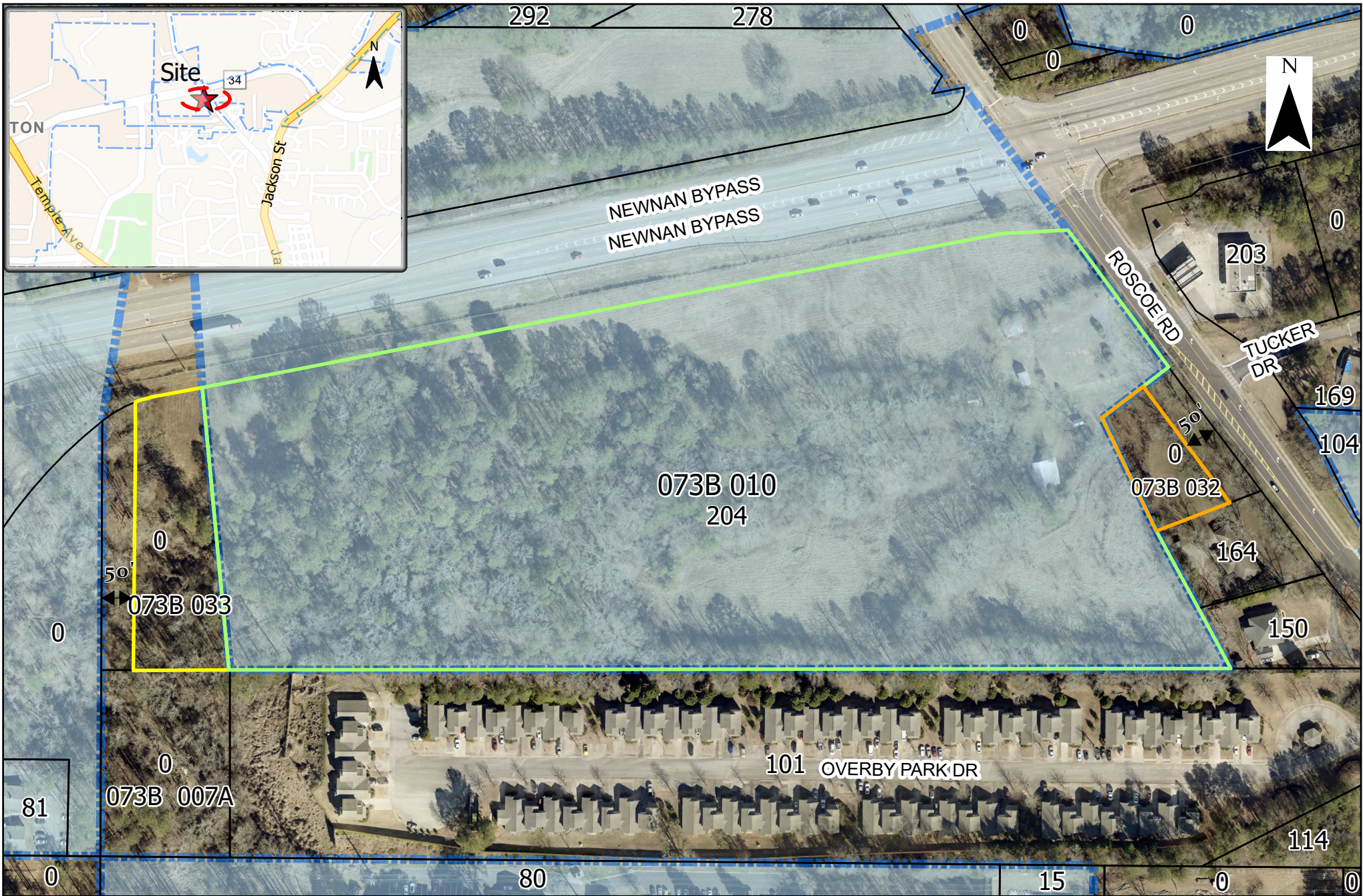
- A. Approve the annexation request as submitted
- B. Approve the annexation request with conditions
- C. Deny the annexation request

Rezoning Request:

- A. Approve the rezoning request as submitted
- B. Approve the rezoning request with conditions
- C. Deny the rezoning request

ATTACHMENTS: Applications for Rezoning and Annexation
 Location Maps
 County Comments
 Service Provision Comments

PREVIOUS DISCUSSIONS WITH COUNCIL: March 25, 2025; June 17, 2025



CITY OF NEWNAN |



NEWNAN
GEORGIA

CITY OF NEWNAN
PLANNING DEPT.
25 LAGRANGE STREET
NEWNAN, GEORGIA 30263
www.NewnanGa.gov

1" = 2,400 feet

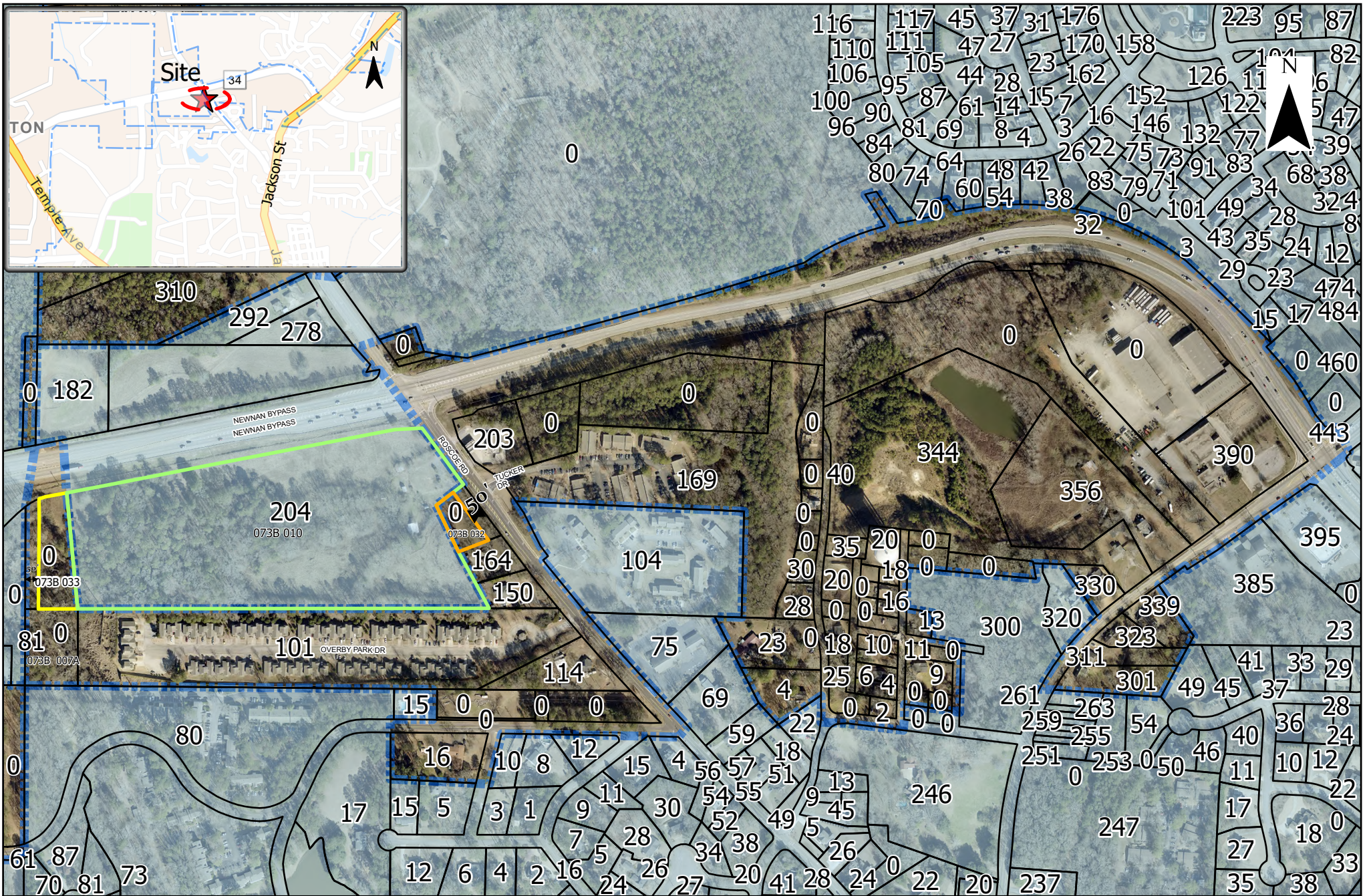
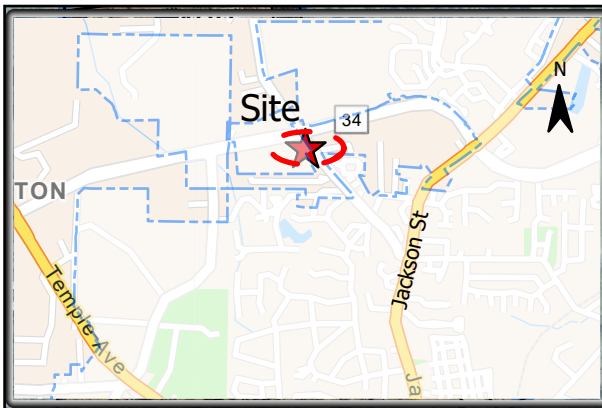
Date: 6/3/2025 9:53 AM

Project Location - Map A

- Annexation Request - Portion of 073B 033
- Rezoning Request - 204 ROSCOE RD - 073B 010
- Annexation Request - Portion of 073B 032



City Limits



CITY OF NEWNAN

Project Location

1 = 5,844 feet

Date: 6/3/2025 9:55 AM



NEWNAN
GEORGIA

CITY OF NEWNAN
PLANNING DEPT.
25 LAGRANGE STREET
NEWNAN, GEORGIA 30263
www.NewnanGa.gov

Project Location - Map B

- Annexation Request - Portion of 073B 033
- Rezoning Request - 204 ROSCOE RD- 073B 010
- Annexation Request- Portion of 073B 032



City Limits



Jon Amason, Director
22 East Broad St.
Newnan, GA 30263
Email: jamason@coweta.ga.us
770-254-2635

May 8, 2025

Tracy S. Dunnavant
Planning Director
City of Newnan
P.O. Box 1193
Newnan, GA 30264

RE: Annexation– City of Newnan

Applicant: Greg K. Rogers
1.699± acres located off SR 34 Bypass and Roscoe Road (Hwy 70)
Tax ID#'s: 073B-032 {partial}; 073B-033 {partial}
Petition # AN 003-25

Dear Ms. Dunnavant,

The Coweta County Board of Commissioners voted on May 6, 2025, to file **No Objection** to the above referenced annexation petition.

A copy of the report that was submitted to the Board of Commissioners for their review is attached for your files. A copy of the official minutes will be forwarded to you when finalized and approved by the Board of Commissioners at the May 20, 2025, Public Hearing.

Please forward a copy of your official minutes in which you formalize the annexation so that we may have that for our records.

If we can be of further assistance, please feel free to contact our office.

Sincerely,

Lisa J. Eschman

Lisa J Eschman
Zoning Manager

C: Michael Fouts, County Administrator
Cleatus Phillips, City Manager
Kelly Mickle, Assistant Administrator
Sandy Wisenbaker, Assistant Administrator
Tod Handley, Public Works Administrator
Jon Amason, Director

Ben Sewell, Assistant Director
Clint Richmond, GIS
Ashley Gay, Director of Elections and Voter Registration
Dean Henson, Chief Appraiser/Director



BRENT BLANKENSHIP
CHIEF OF POLICE

05/21/25

Reference: Whitlock Farm Concept

Chris Cole,

After reviewing call history that could compare to this one development, there would be a slight increase of people and vehicle traffic to the area. It would have a slight impact on motor vehicle accidents and calls of service to that area while also slightly effecting call service and response times to other parts to the city.

It is believed that a strain would be placed on calls for service and would cause additional maintenance on equipment, but can be manage at current staff level.

Thanks,

Brent Blankenship

Chief of Police

Newnan Police Department



May 29, 2025

Chris Cole, AICP
Senior Planner
City of Newnan

RE: Whitlock Farm Parcels #073B 010, #073B 033, and #073B 032

Mr. Cole,

I am writing per your request to confirm that Newnan Utilities will be the electric, water and sewer service provider for the above referenced project. At this time Newnan Utilities has ample capacity to serve this proposed facility based on the following information:

- Parcel Numbers #073B 010, #073B 033, and #073B 032
 - 22.51 Acres
 - Attached concept plan
1. Electric:
 - a. Developer shall provide Newnan Utilities Engineering with AutoCAD drawing files for electrical design.
 - b. Developer is responsible for cost of all electrical upgrades or relocations.
 - c. Developer or Electrical Engineer shall complete Newnan Utilities load data sheet.
 - d. Electrical shall be built out per Newnan Utilities contractor manual.
 - e. Note the location of this Parcel, there are two electrical providers as shown on attached map.
 2. Sanitary Sewer:
 - a. Developer shall connect to Newnan Utilities Sanitary Sewer System.
 - b. Developer is responsible for all upgrade costs necessary to serve said property, but not limited to:
 - i. Design and Construction of development sanitary sewer system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.

70 Sewell Road
Newnan, GA 30263
770-683-5516
770-683-0292 fax
www.NewnanUtilities.org

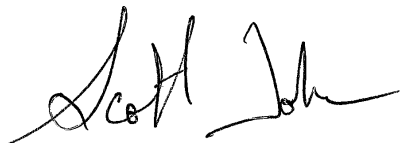
- iii. Cost for analyzing existing sanitary sewer system by an engineering firm approved by Newnan Utilities.
- iv. Existing sanitary sewer upgrades/relocation to handle proposed development. This is to include any lift station upgrades, gravity sanitary sewer upgrades, Sanitary sewer force main upgrades, and any other upgrades deemed necessary by Newnan Utilities.
- v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.
- vi. Sanitary Sewer Impact fees associated with connection to Newnan Utilities Sanitary Sewer System.

3. Water:

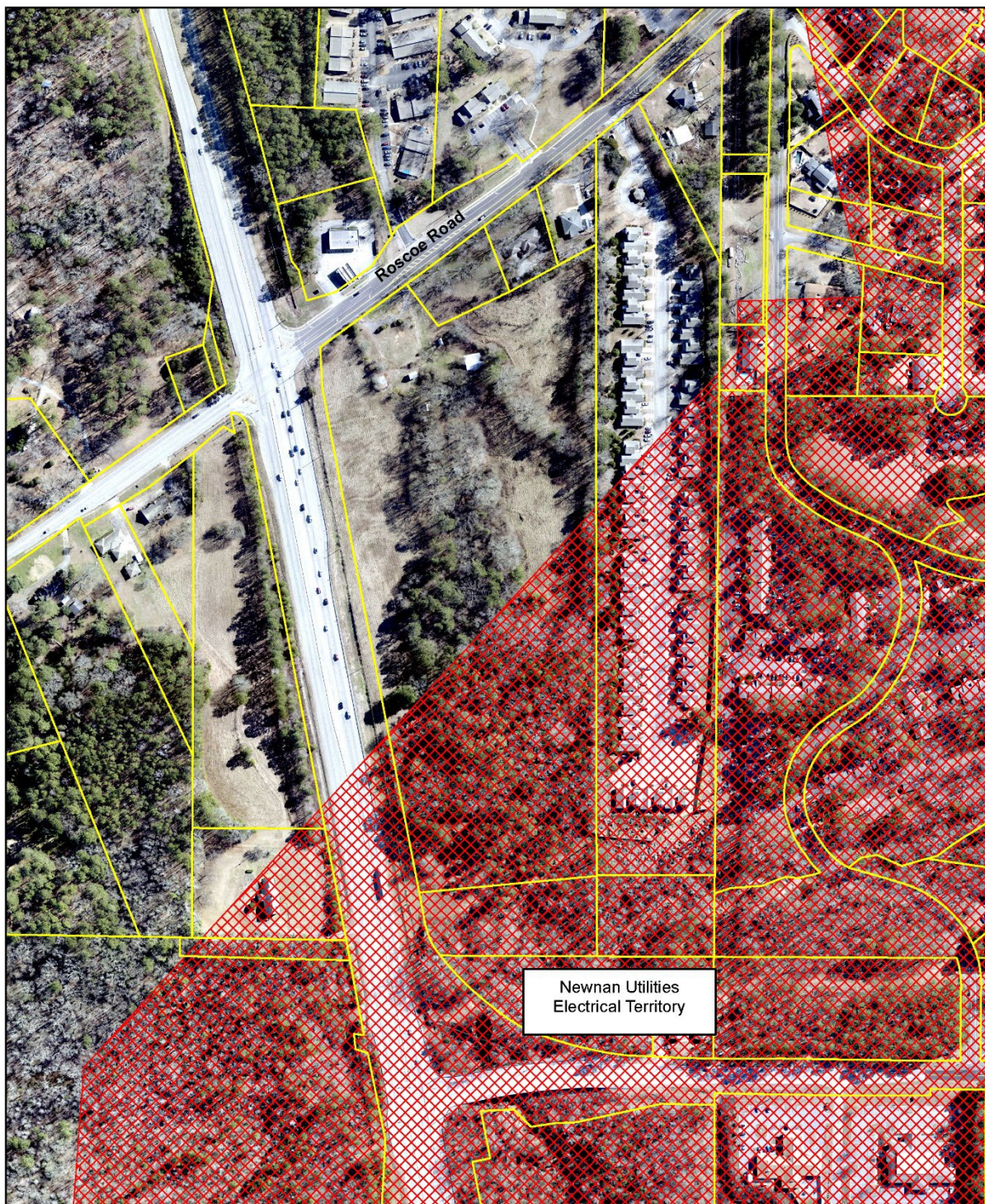
- a. Developer shall connect to Newnan Utilities Water System.
- b. Developer is responsible for all upgrade cost necessary to serve said property, but not limited to:
 - i. Construction of development water system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Water System.
 - iii. Cost for analyzing existing water sewer system by an engineering firm approved by Newnan Utilities.
 - iv. Existing water upgrades/relocation to handle proposed development. This is to include water system upgrades, fire protection upgrades, and any other upgrades deemed necessary by Newnan Utilities.
 - v. Cost of all water meters, and any additional costs pertaining to the monitoring of water meters.
 - vi. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.

This letter is good for one year from the date of the letter. Please let me know if you have any questions or need additional information.

Sincerely,



Scott Tolar, P.E.
Newnan Utilities
(770) 301-0245
stolar@newnanutilities.org



**Newnan Utilities
 Electrical Territory
 Map**

Scale 1" = 300'



NEWNAN FIRE DEPARTMENT

23 JEFFERSON STREET • NEWNAN, GA 30263
770-253-1851 (P) • 770-638-8678 (F)



Stephen R. Brown, Fire Chief

May 27, 2025

Ref: Annexation/Rezoning Request

Dear Chris,

I have reviewed the potential annexation and rezoning request by Greg K. Rogers. Currently we have no issues with the annexation or rezoning requests. However, upon future completion of the project, the following data information research that could potentially affect our fire department will be the following. The similar projects Harpers farm, Belmont Park, and Brown Ridge given for comparisons showed a possible increase in call volume to be approximately 100 calls a year.

The concern in impact would be growth in population, traffic, increased call volume and response times to the proposed property and the current established areas served. The increase in call volume will impact our department with additional wear and tear on equipment and will influence the effectiveness and strength of our manpower.

We've had requests for impact analysis on other similar proposed properties in the area, as well. It does create cause for concern regarding the effectiveness of fire services. We strive for excellence and to continue serving our citizens as we currently do. Therefore, the impact of the proposed property may require additional equipment and manpower in the future at the Newnan Fire Department. Please contact me if you have questions.

Sincerely,



Stephen Brown



The City of Newnan, Georgia

Office of the City Engineer

May 23, 2025

City Engineer Review

ANNEXATION REQUEST/ REZONING REQUEST:

#073B 033

#073B 032

To be combined with #073B 010

Environmental:

1. The development plan shall follow the design standards and guidance per the Georgia Storm Water Management Manual, in compliance with the **Post-Development Stormwater Management Ordinance** for the City of Newnan.
2. The development plan shall include a three-phase erosion plan in compliance with the **City of Newnan Soil Erosion, Sedimentation and Pollution Control Ordinance**.
3. All streams, wetlands and other environmentally sensitive areas shall be delineated and located within open space to the extent practically possible. The development plan shall be in compliance with the **Floodplain Management and Flood Damage Prevention Ordinance** for the City of Newnan.

The City of Newnan will serve as the Local Issuing Authority (LIA) for permitting land disturbing activities.

4. Standard stream buffers apply. Reference is made to the **City of Newnan, Georgia Stream Buffer Protection Ordinance**.

Transportation:

1. Two entrances to the development will be required. The two entrances as shown in the concept are proposed to connect to Roscoe Road which is under the jurisdiction of Coweta County. Note: Roscoe Road south of State Route 34 Bypass is not State Route 70 as shown in the concept. The City of Newnan will not issue a permit for land disturbing activities until such time Coweta County has been satisfied with their requirements and has so indicated to the City.
2. Please furnish a copy of any Traffic Impact Study/ Statement, to the City that Coweta County or the Georgia Department of Transportation may require.

Development Standards:

1. City of Newnan development standards for streets and sidewalks shall apply, which include the typical section with utility locations, and minimum pavement sections.
2. Standards for the Manual on Uniform Traffic Control Devices (MUTCD) shall apply.
3. ADA compliant sidewalks, 5 feet in width, shall be provided throughout the proposed development along both sides of all public streets, and extended to the Right-of-Way for Roscoe Road.
4. Reference is made to the Extent of Service Policy for maintenance of any public stormwater system associated with this development.

Respectively,

Michael Klahr

William M. Klahr, P.E., CFM
Director of Engineering

Coweta County School System

170 Werz Industrial Blvd.
Newnan, GA 30263
Phone: 770-254-2750

May 30, 2025

Chris Cole
Senior Planner
City of Newnan
25 LaGrange St.
Newnan, GA 30263

RE: Revised Letter of Impact 204 Roscoe Rd Rezoning Request

Chris,

In response to your request for input on the above referenced project, based on the updated information, we offer the following:

The proposed development would potentially contain 61 residential units. The current school district lines would place students in this neighborhood in the following locations:

Elm Street Elementary (94% Capacity), Evans Middle School (88% Capacity), and Newnan High School (80%).

Developments of this size can present challenges when planning for school enrollment and meeting student needs. Due to the high density of housing in the area of the proposal, school capacity is an ongoing concern. Some of the schools serving this area are now at or near capacity. If approved, we would request that the developer provide us advance notice of a schedule for construction and planning purposes.

Thank you for the opportunity to provide feedback on this proposal.

Sincerely,

Ronald C. Cheek

Ronald C. Cheek
Executive Director of Facilities
Coweta County Schools

Coweta Committed to Student Success



NEWNAN
GEORGIA

CITY OF NEWNAN, GEORGIA
Planning & Zoning Department

25 LaGrange Street
Newnan, Georgia 30263
Office (770) 254-2354
Fax (770) 254-2361

APPLICATION TO AMEND ZONING MAP

Note to Applicant: Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline will not be accepted.

Name of Applicant Greg K Rogers
Mailing Address 4240 MLK JR Drive SW Atlanta Ga 30336
Telephone 404 401 1800 Email: grogers@gkrogers.com
Property Owner (Use back if multiple names) * next page
Mailing Address 19 Magnolia DR Newnan GA 30263
Telephone 678 953 8106
Address/Location of Property 204 Roscoe Rd Newnan Ga 30263
Tax Parcel No.: 073B 010 Land Lot 71
District/Section 5th GKR Size of Property (Square Feet or Acres) 22.51 acs
LAND to be annexed
Present Zoning Classification: CGN / RC (county) Proposed Zoning Classification: RU-7
Present Land Use: undeveloped, with utilities, open & wooded farm land

To the best of your ability, please answer the following questions regarding the application:

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable GGN
traffic intensity, plus restricted access to Bypass would create unsafe patterns, volume
and visual/noise impact on current residential corridor

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made RU-7 District would extend & compliment existing

Residential uses/lifestyle on all abutting properties (none Commercial)

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions? RU-7 request. While also residential,

proposes far less density + common area greenspace + separation; compatible
with existing County zoning as single family residential, detached, sustainable
product + values

Please attach all the following items to the completed application and must also be furnished in digital, pdf format:

1. A letter of intent giving the details of the proposed use of the property which should include, at a minimum, the following information:
 - What the property is to be used for, if known.
 - The size of the parcel or tract.
 - The zoning classification requested and the existing classification at the filing of this application.
 - The number of units proposed.
 - For non-residential projects, provide the density of development in terms of floor area ratio (FAR).
 - Any proposed buffers and modification to existing buffers.
 - Availability of water and sewer facilities including existing distance to property.
2. Name and mailing addresses of all owners of all property within 250 feet of the subject property (available from the County Tax Assessor records). This is encouraged to be submitted in a mail merge Microsoft Word data file format.
3. Legal description of property. This description must establish a point of beginning; and from the point of beginning, give each dimension bounding the property that the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested. A copy of the deed may substitute for a separate description.
4. A certified plat (stamped and dated) drawn to scale by a registered engineer, architect, land planner, land surveyor, or landscape architect that shall include the following information:
 - ✓ Boundary survey showing property lines with lengths and bearings
 - ✓ Adjoining streets, existing and proposed, showing right-of-way
 - ✓ Locations of existing buildings dimensioned and to scale, paved areas, dedicated parking spaces, and other property improvements
 - ✓ North arrow and scale
 - ✓ Adjacent land ownership, zoning and current land use
 - ✓ Total and net acreage of property
 - ✓ Proposed building locations
 - ✓ Existing and proposed driveway(s)
 - ✓ Lakes, ponds, streams, and other watercourses
 - ✓ Floodplain, wetlands, and slopes equal to or greater than 20 percent
 - ✓ Cemeteries, burial grounds, and other historic or culturally significant features
 - ✓ Required and/or proposed setbacks and buffers
5. Submit one survey (1) hard copy in an 18" x 24" format and one copy in a pdf digital file format.
6. Completed Proffered Conditions form.
7. Completed Disclosure of Campaign Contributions and Gifts form.
8. If the applicant and the property owner are not the same, complete the Property Owner's Authorization form and/or the Authorization of Attorney form.
9. For multiple owners, a Property Owner's Authorization form shall be submitted for each owner.
10. A community impact study* must be submitted if the development meets any of the following criteria:
 - Office proposals in excess of 200,000 gross square feet
 - Commercial proposals in excess of 250,000 gross square feet
 - Industrial proposals which would employ over 500 persons
 - Multi-Family proposals in excess of 150 units

11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.
12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:
- Single-Family Application.....\$500.00/Plus \$15.00 Per Acre
 - Multi-Family Application.....\$500.00/Plus \$25.00 Per Acre
 - Office/Institutional Application.....\$500.00/Plus \$15.00 Per Acre
 - Commercial Application.....\$500.00/Plus \$25.00 Per Acre
 - Industrial Application.....\$500.00/Plus \$15.00 Per Acre
 - Mixed Use Application.....\$500.00/Plus Per Acre fee based upon proposed land use.
 - Planned Development Application.....\$500.00/Plus per Acre fee based upon proposed land use.
 - Overlay Zoning Application.....\$350.00

PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.

I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

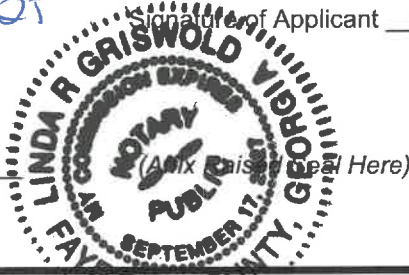
Sworn to and subscribed before me this

30th day of January, 2025

Signature of Applicant

[Signature]

[Signature]
Notary Public



FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE : _____

RECEIVED BY: Dean Smith

DATE OF FILING: 3-11-2025

FILING FEE RECEIVED: \$830.00

DATE OF NOTICE TO NEWSPAPER: _____

DATE OF PUBLIC HEARING: _____

PLANNING COMMISSION RECOMMENDATION (DATE): _____

DATE OF TRANSMITTAL TO CITY COUNCIL: _____

CITY COUNCIL DECISION (DATE): _____

On June 6, 2025, the applicant's representative informed staff to change the Proffered Condition below to say, "not to exceed 61 lots."



City of Newnan, Georgia
Attachment A

NEWNAN
GEORGIA

Proffered Conditions

As part of an application for an annexation/rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials. (Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

- Applicant shall proffer:
- masonry + Hardi Board construction + accents
 - develop / build to City RU-7 standards / lot sizes / setbacks
 - Single family residences do not exceed 2000 SF
 - one and 2 story detached; offered for simple sale
 - not to exceed 64 lots (88 allowed 4.0/ac) (61 shown on concept plan)

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

product shall be consistent with elevations included
with this application

On 6-19-2025 and 6-23-2025, respectively, staff received a "Proffered Conditions Additional Drawing" and a list titled "Proffered Conditions Additional Details." On 6-30-2025, staff received Additional Elevation drawings (including Rear Elevations). Please see these materials in the applications behind the Cover Sheet titled "Proffered Conditions Received After The 6-10-2025 Planning Commission Meeting."

Ang R...
Signature of Applicant

Breg Rosas, applicant
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Linda R. Juxon 11/30/25
Signature of Notary Public Date





NEWNAN
GEORGIA

City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on 2-3, 2025 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

204 Roxie Rd Newnan GA 30263

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? ☐ Yes ☒ No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

[Signature]
Signature of Applicant

Greg Rogers, applicant
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

[Signature] 1/30/25
Signature of Notary Public Date



¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, trade or professional association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representation, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

*Estate of Myrtle W Jackson
Estate of Adell M. Allen*

Name of Property Owner Elva Allen Whitlock

Telephone Number 678 953 8106

Address of Subject Property 204 Roscot Rd.
Newnan, Ga. 30263

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

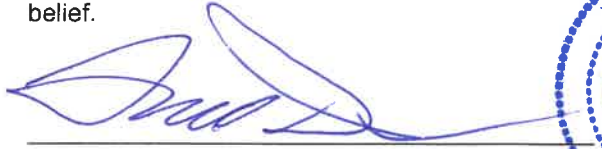
*Administration of Adell M. Allen Estate
me as executor of
Estate of Myrtle W. Jackson Estate
me as executor of
Elva Allen Whitlock*

Signature of Property Owner

Personally appeared before me

Joe B. Jackson, Jr. and
Elva Allen Whitlock

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.


Notary Public



(Affix Raised Seal Here)

1-30-25
Date

January 29, 2025

Via Hand Delivery

Ms. Tracy Dunnavant
Planning Director
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

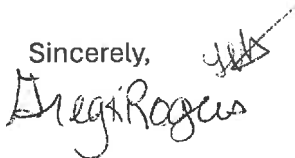
**Re: Annexation and Rezoning Applications filed on behalf of Greg Rogers on Monday,
February 3, 2015**

Dear Ms. Dunnavant:

Please be advised that the applicant, Greg Rogers, requests that The City of Newnan hear both the rezoning application and the annexation application at the same time so that the rezoning does not come prior to the annexation request.

Please do not hesitate to contact me if you need any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Rogers", with a flourish extending from the end of the signature.

Greg Rogers

Applicant

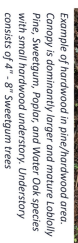
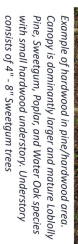
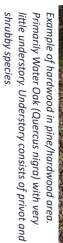
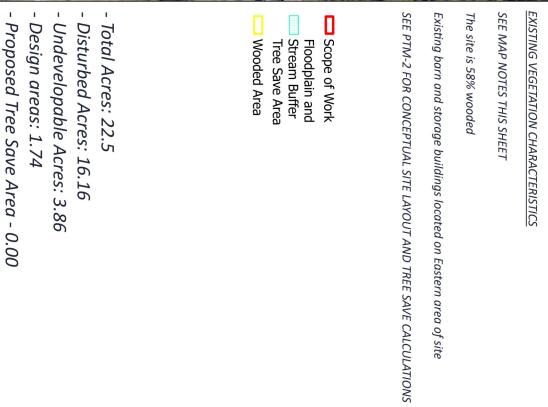
Page 114 of 114

GREG K. ROGERS
4240 MLK JR DR SW
ATLANTA, GA 30336

GEORGIA FORESTRY CONSULTING, LLC
80 HOLLIS HTS, NEWNAN, GA 30263
TIMBERANDWILDLIFE@GMAIL.COM - 770.313.7299

DATE	6/15/25
DRAWN	SAB
SCALE	1" = 100'

SHEET:
PTM - 1



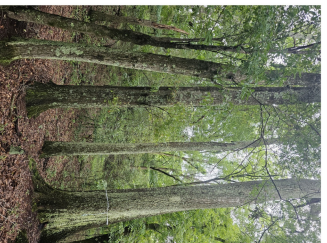
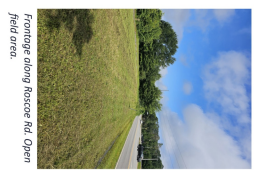
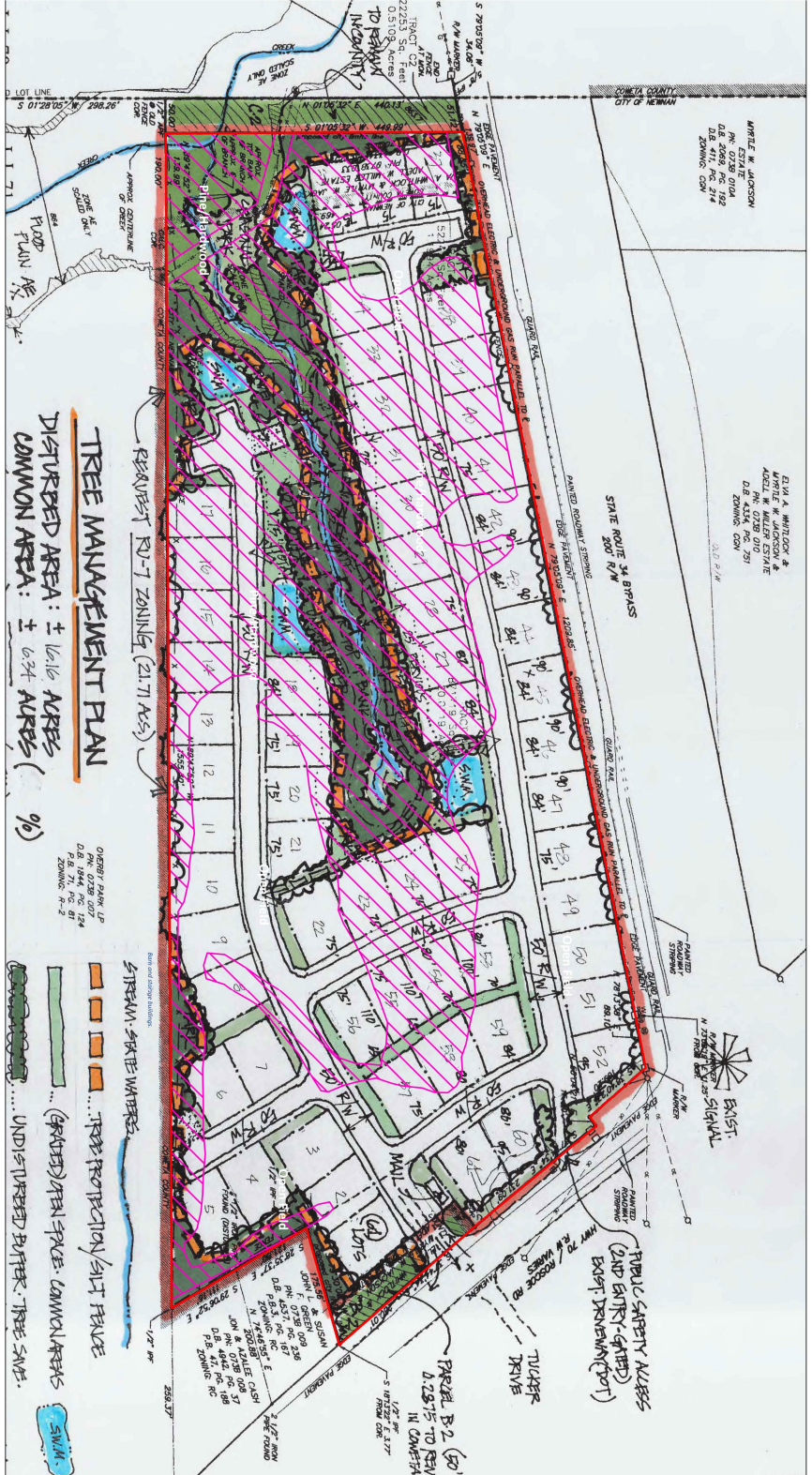
EXISTING VEGETATION CHARACTERISTICS

The site is 58% wooded

Existing barn and storage buildings located on Eastern area of site

- Total Acres: 22.5
- Disturbed Acres: 16.16
- Undevelopable Acres: 3.86
- Design areas: 1.74
- Proposed Tree Save Area - 0.00

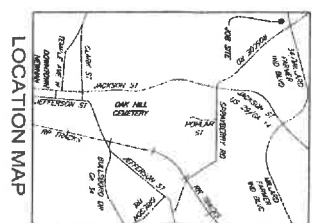
- Scope of Work
- Wooded Area



(PENDING 4/1/2025)
WHITLOCK FARM ... ± 22.5 ACRES (TOTAL)
 204 RICE CREEK ROAD - NEWMAN (OSWEGO COUNTY) NY.

03/06/2024: 14:27:25:

- [illegible]



RECEIVED: MARCH/APRIL/MAY 28, 2025



BOUNDARY SURVEY FOR ANNEXATION
FOR
GREG K. ROGERS
4240 N.W. 120th Ave. S.
ATLANTA, GEORGIA 30328

CITY OF NEWNAN...

(REVISED 4/1/2025)
(RE-SUBMITTED 5/23/2025)

WHITLOCK FARM ... ± 22.5 ACRES (TOTAL)

204 ROSCOE ROAD · NEWNAN (COWETA COUNTY) GA.

- CURRENT ZONING(S): GEN. COMMERCIAL (CGN) & RURAL (RC)
- REQUESTED ZONING: RU-7 (SINGLE FAMILY DETACHED).
- TOTAL AREA: (5 AC. MIN. REQ'D.) ± 20.0119 AS CGN
+ COUNTY ANNEXATIONS ± .4996 + 1.1994 = 21.71 ACS. (RU-7)
- 0.2375 ACRE + .5109 ACRE TO REMAIN COUNTY (RC)
AS PERMANENT REMAINDER · HOA GREENSPACE · EXTRA
- MINIMUM BUILDING LOT SIZES: 7,500 SQ. FT. +
- BASE MAXIMUM DENSITY ALLOWED: 4/AC. (± 87 LOTS)
- PROPOSED YIELD · AS SHOWN: 2.8 UNITS/AC. (61 LOTS)

- MINIMUM FRONT BLDG. SETBACK: 40'/25' MINOR STREET
- MINIMUM SIDE BLDG. SETBACK: 10' FROM P/L
- MINIMUM REAR SETBACK: 30' FROM P/L
- MIN. LOT FRONTAGE WIDTH: 75' (40' CUL-DE-SAC)
- MIN. LOT WIDTH AT BLDG. LINE: 75'
- MIN. LOT DEPTH: 90' (90' x 84') TYP. 75' x 100'
- MIN. HOUSE SIZE (LIVING SPACE): 1,600 SQ. FT.
- MAX. BLDG. HGT.: 40' HGT. (OR 3-STORY)
- MIN. DISTANCE BETWEEN BLDGS: 20' SINGLE FAMILY

- OPEN SPACE REQ'D = 61 LOTS @ 1,000 SQ. FT./LOT · 61,000 SQ. FT.
- OPEN SPACE SHOWN (25.8%) ± 5.6 ACS: 244,000 SQ. FT.
- 4-TIMES REQ'D. AREA ± 38 LOTS BACK TO "GREENSPACE" !!
- TREE SAVE AREAS MOSTLY FALL IN FLOOD PLAIN & CITY-STATE WATERS' BUFFERS... AS UPDATED!

land.plans

23456 Aberdeen Court • Foley, AL 36535
(770) 328-3222 • dennisdrewyer@gmail.com

DENNIS GLENN DREWYER
REGISTERED LANDSCAPE ARCHITECT, GA #382

PLANNING • LANDSCAPE ARCHITECTURE • LAND MANAGEMENT & ENTITLEMENTS

MARCH 5, 2025

WHITLOCK PROPERTY SURVEY

KEY	ACREAGE	ZONED	ACTION	ZONE	FINAL
A	20.0119	CGN	REZONE	RU.7	CITY
B ₁	0.4996	RC	ANNEX	RU.7	CITY
B ₂	0.2875	RC	(REMAIN)	RC	COUNTY
C ₁	1.1994	RC	ANNEX	RU.7	CITY
C ₂	0.5109	RC	(REMAIN)	RC	COUNTY
±	22.5093				

± 20.0119 CGN-CITY
0.4996 ANNEX
1.1994 ANNEX

± 21.7109 REZONE TO RU.7

0.2875-REMAIN
0.5109-REMAIN
± 0.7984 COUNTY



CITY OF NEWNAN · COWETA COUNTY, GA. (3/4/2025)

"WHITLOCK FARM" ZONING LETTER

Mrs. Tracy Dunnavant, Director (& staff)

Dear Mrs. Dunnavant (Tracy),

- Attached please find all documents, plans, and fees required for proper Application to Amend the Zoning Map of Newnan, Ga. The property consists of over 22.5 acres, located at 204 Roscoe Road · 30263.
- This submittal consists of 20+ acres already in the City (CGN) and two small Coweta County parcels of approx. 1.7 acres (RC zoning). We are seeking to rezone the ± 21.7109 acres to RU-7, single-family detached homes (7,500± lots)! Approx. 0.7984 acre is to remain in Coweta for connectivity to others.
- As per our revised survey and studies, my conceptual Land Use Plan demonstrates an undisturbed 50-foot buffer from each bank of defined State Waters, with an additional 25-foot setback (impervious structures) which may be graded but no houses, patios, etc.
- We hereby request and proffer a maximum yield of 61 lots (only 28 units/ac.); RU-7 permits 88 lots. We have also demonstrated approx. 4-times the minimum required open space (± 5.6 acs/28%)!
- All utilities, water, cable and fiber are located along the property frontage, with City sewerage lines crossing the property some years ago.
- Thank you for consideration of this request to replace the more intense CGN zoning...with our more compatible and "green" RU-7 solution! D.D.

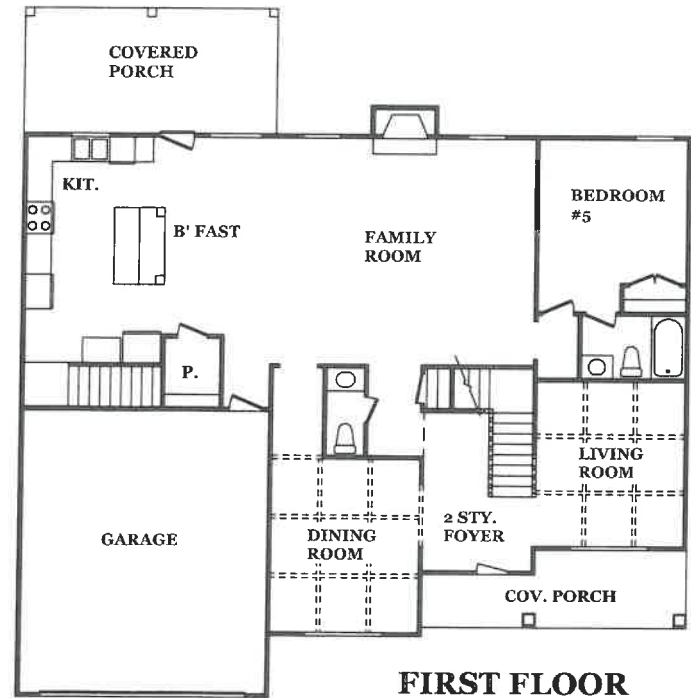
TREE MANAGEMENT PLAN · MARCH 2025

'WHITLOCK FARM' - ZONING/ANNEXATION REQUEST

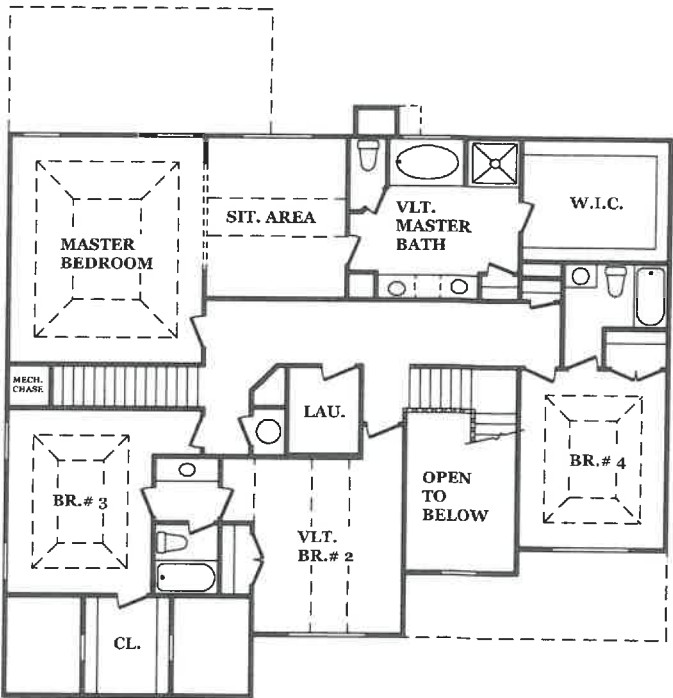
- As required, and requested by the City Landscape Architect Mike Furbush, this narrative is provided for our anticipated zoning/annexation request. The main parcel (A) consists of ± 20.119 acres zoned CGN, in addition to two small parcels (B₁ & C₁) in the County totalling ± 1.6990 , now zoned RC.
 - The total request of the City is to Rezone and Annex the total compilation of ± 21.7109 acs. to RU-7. Two remainder parcels (± 0.7984 acs) are to remain in the County as 50'w corridors (RC), to maintain connectivity to outlying Coweta properties (No lots!).
 - As per the revised property survey and 'Conceptual Land Use Plan', we must now honor additional state and local stream setbacks for most of the length of an original "farm drainage ditch", as well as the existing flood plain boundary and stream. As a result, we have lost buildable lots and any perimeter buffer areas previously considered.
 - Please be aware that most, if not all, tree save opportunities will occur in the stream buffers, flood plain zones, and perhaps an isolated spot wherever proposed grades and infrastructure work will allow, taken from our "specimen tree" survey! 3/8/25
 - Total disturbed area: ± 16.1 acres, but save areas plus green belts provide ± 5.6 acs Common Space (26%) (± 4.3 acres undisturbed/or $\pm 20\%$) D.G. Drenyer 5/27/2025
- Exceeds required Common Area Greenspace by 4-times!



THE ALEXANDER @ THE VILLAGE AT CAMP MITCHELL
FRONT ELEV.-A



FIRST FLOOR

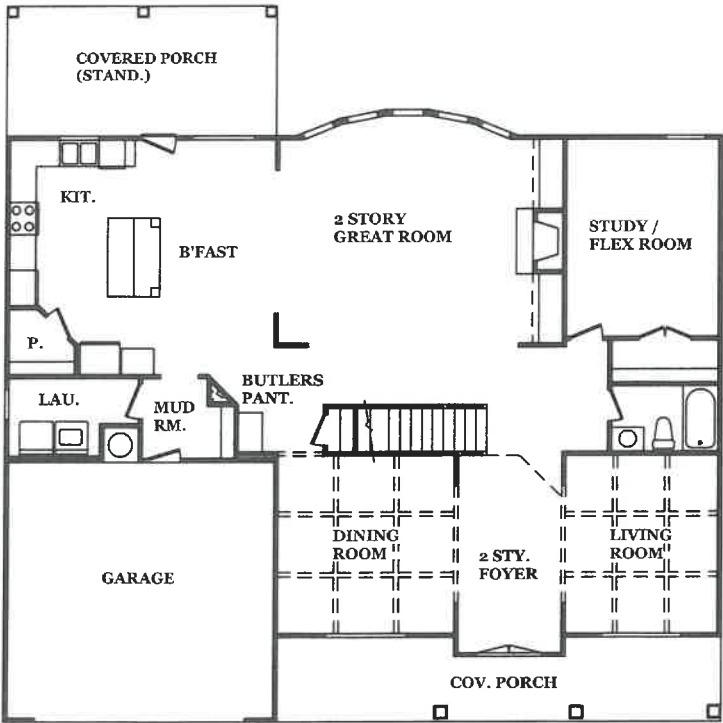


SECOND FLOOR

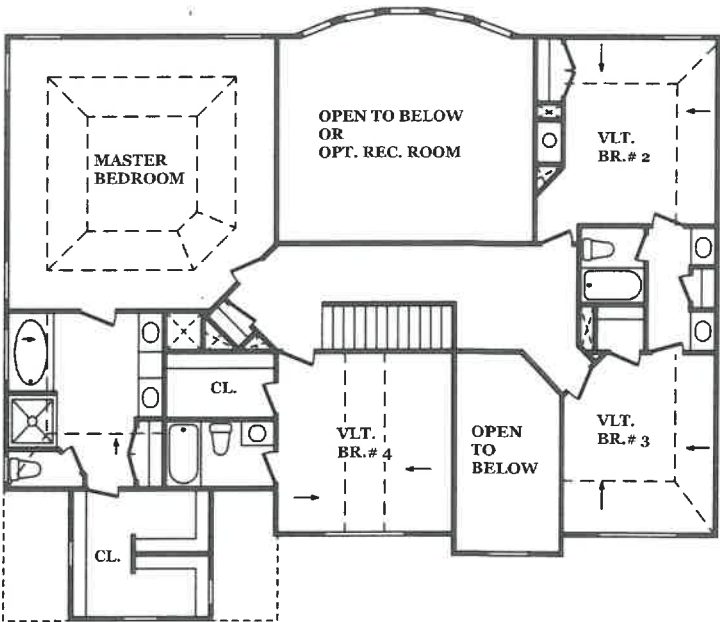
RENDERINGS ARE FURNISHED
AS A GUIDE ONLY, ACTUAL
CONSTRUCTION AND DIMENSIONS
MAY VARY.



THE BARNHART @ THE VILLAGE AT CAMP MITCHELL
FRONT ELEV.-A



FIRST FLOOR

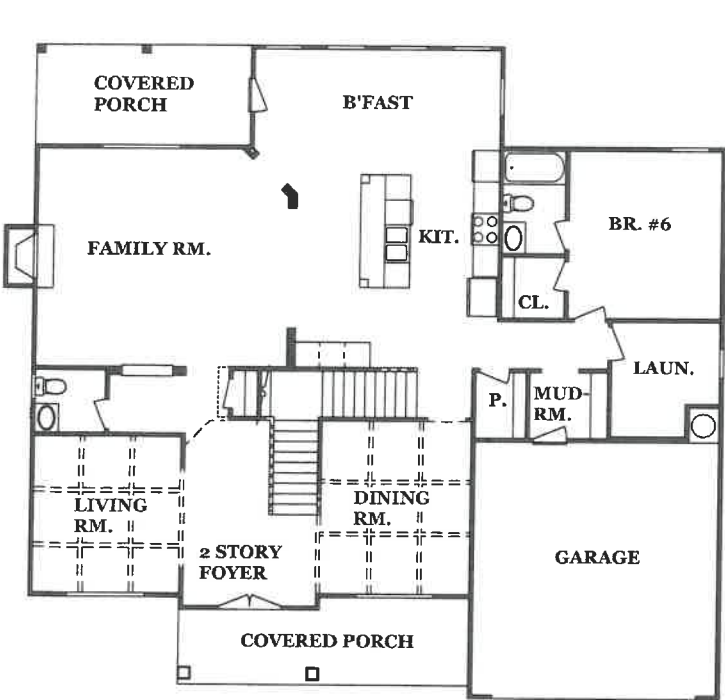


SECOND FLOOR

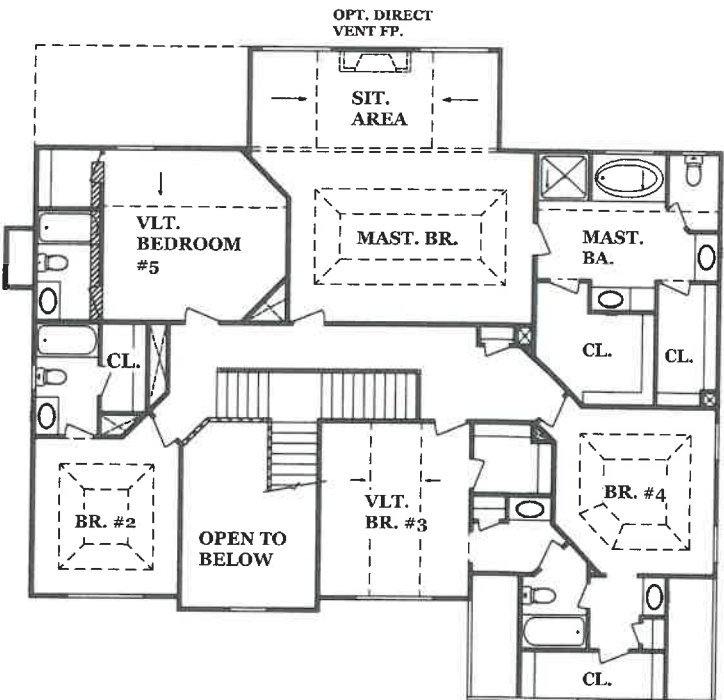
RENDERINGS ARE FURNISHED
AS A GUIDE ONLY, ACTUAL
CONSTRUCTION AND DIMENSIONS
MAY VARY.



THE BARRINGTON @ THE VILLAGE AT CAMP MITCHELL
FRONT ELEV.-A



FIRST FLOOR

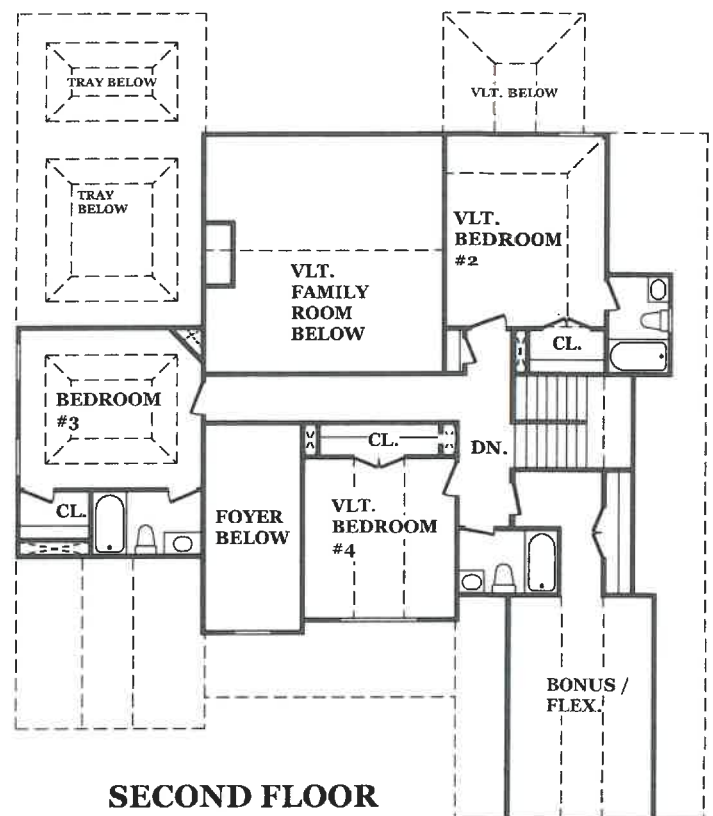
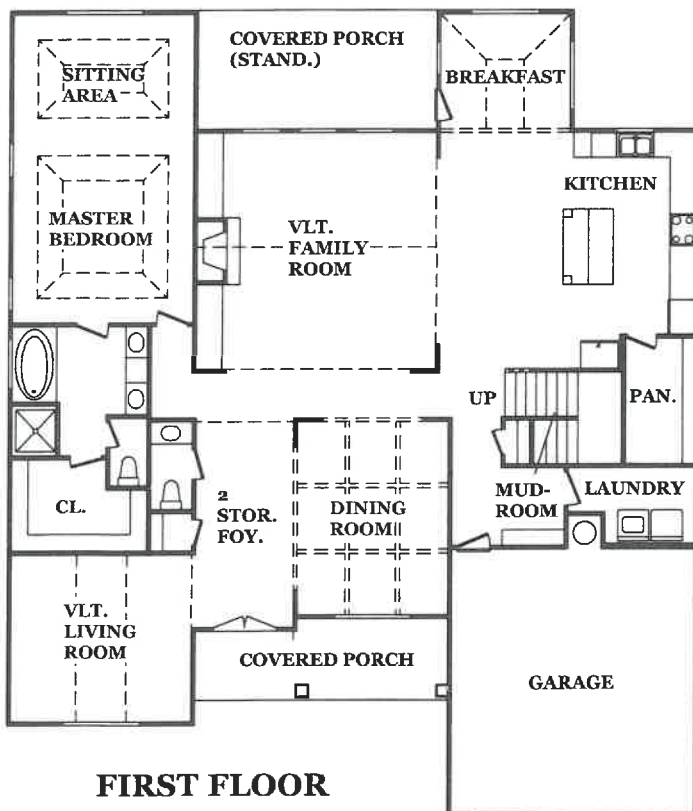


SECOND FLOOR

RENDERINGS ARE FURNISHED
AS A GUIDE ONLY, ACTUAL
CONSTRUCTION AND DIMENSIONS
MAY VARY.



THE GRAYCLIFF @ THE VILLAGE AT CAMP MITCHELL
FRONT ELEV.-A



RENDERINGS ARE FURNISHED
 AS A GUIDE ONLY, ACTUAL
 CONSTRUCTION AND DIMENSIONS
 MAY VARY.



CITY OF NEWNAN, GEORGIA

Planning and Zoning Department

25 LaGrange Street
Newnan, Georgia 30263
Office (770) 254-2354
Fax (770) 254-2361

APPLICATION FOR ANNEXATION

The purpose of the Annexation Zoning Policy is to provide a mechanism whereby land, which is subject to annexation by the City of Newnan, shall be evaluated and a zoning district be decided upon to apply to said land upon the annexation becoming final.

Name of Applicant Greg K Rogers

Mailing Address 4240 MLK JR DRIVE SW Atlanta Ga 30336

Telephone 404-401-1800 Email: grogers@gkrogers.com

Property Owner (Use back if multiple names) • next page

Mailing Address 19 Magnolia DR Newnan GA 30263

Telephone 678 953 8106 Fax Portion of Parcel #s

Address/Location of Property 204 Rescoe Rd Newnan GA 30263 073B 010
073B 032

County Zoning Classification RC Requested Zoning Classification RU-7

Present Land Use undeveloped with utilities, open + wooded farm land

Upon receipt of this application for annexation of property to the City, such application shall be placed on an agenda of the City Council meeting within 60 days of the filing of such application. The City Council shall evaluate the application, and if it is decided that the City will pursue annexation, the zoning request for the property is forwarded to the Planning Commission for a zoning recommendation.

Petitioners for annexation must present to the Planning & Zoning Department the following information:

☒ A petition for annexation into the City of Newnan, Georgia, which shall be in the form of a letter and include:

- ✓ Petitioner 's Name
- ✓ Mailing Address
- ✓ Contact Telephone Number
- ✓ Address or Tax Map Number of the property(s) proposed for annexation
- ✓ County Zoning Classification(s)
- ✓ Requested Zoning Classification(s)
- ✓ Present Land Use of the property(s)
- ✓ Proposed Land Use of the property(s)

- ✓ A completed property owners authorization form (attachment A). If multiple properties are being requested a separate application shall be submitted.
- ✓ A legal description of the property(s) and a legal description for each zoning classification being requested.
- ✓ A survey by a licensed and registered land surveyor (which shall show, at a minimum, the extents of the property, size in acres, adjacent property owners, and the existing city limits line). One paper plat 18" x 24" minimum size and a digital copy in pdf format.
- ✓ A preliminary concept plan illustrating the proposed use and/or development for this site which will also include a Preliminary Tree Management Plan illustrating existing location and general tree canopy along with areas proposed for tree conservation and/or replanting.
- ✓ A check in the amount of \$600.00/Plus fees per acre as determined by the requested zoning classification payable to the City of Newnan.
 - Single-Family Zoning Classification.....\$15.00 Per Acre
 - Multi-Family Zoning Classification.....\$25.00 Per Acre
 - Office/Institutional Zoning Classification.....\$15.00 Per Acre
 - Commercial Zoning Classification.....\$25.00 Per Acre
 - Industrial Zoning Classification.....\$15.00 Per Acre
- ✓ A list of all property owners with addresses within 250 feet of the property(s) being annexed.

The City Council may reject the application or refer it to the Planning Commission to consider zoning and other relevant planning issues including whether the proposed annexation meets the intent of the Comprehensive Plan and whether the property should be annexed. If the annexation is to be passed to the Planning Commission, the City shall notify Coweta County of intent to annex within 5 business days of receipt of the request for annexation. This notification shall include all relevant data pertaining to the proposed land use of the area to be annexed. Upon receiving a recommendation from the Planning Commission, the City Council may choose to proceed with annexation of the property. The annexation shall be effective on the last day of the calendar quarter during which the annexation occurred.

The procedure for rezoning of the property is identical to that of a conventional rezoning except the hearing before the Council shall be conducted prior to the annexation of the subject property into the City.

The zoning classification approved by the City following the hearing shall become effective on the later of:

- The date the zoning is approved by the Council, and
- The date the annexation becomes effective pursuant to O.C.G.A. §30-30-4

All annexation into the City of Newnan shall meet all of the requirements for resolution of land use conflicts as required by State House Bill 489 (refer to Article 10, §10-4 of the Newnan Zoning Ordinance).

I do hereby certify that the information provided herein is both complete and accurate to the best of my knowledge, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

AR
Applicant's Signature

1-30-25
Date

FOR OFFICIAL USE ONLY

DATE RECEIVED: 3-11-2025

RECEIVED BY: Dean Smith

ANNEXATION LETTER

CITY OF NEWNAN — COWETA COUNTY, GA.

Revised
MAR. 4, 2025

Mrs. Tracy Dunnivant, AICP, Director
Planning & Zoning Dept. and Staff

- On behalf of applicant Greg K. Rogers and myself, as his Land Planner and Representative in this request, please accept our submittal for the approval of the Mayor and City Council.
- While this former "Whitlock Farm" property, at 204 Roscoe Road, Newnan, 30263, is a total of ± 22.5093 acres — approx. 20.0119 acres are already within the City Limits of the City of Newnan!
- Further, approx. .7984 acre shall remain in Coweta County as 50-foot corridors, to maintain the connectivity with abutting properties which are in the County, preventing an "island" parcel.
- It is our request to Annex two small parcels (2) totalling only 1.6990 acres, to be utilized as RU-7 (single-family detached homes) with a maximum yield of 61 lots @ 2.8 units/acre! As currently zoned RC in the County, the small parcels have always been a part of the Whitlock holdings and are large enough to qualify for the County minimum lot size (But no lots!!)...
- Thank you for your time and guidance with the Annexation procedures... Respectfully,
Dennis Drenyer

**PROFFERED CONDITIONS
RECEIVED AFTER THE 6-10-2025
PLANNING COMMISSION
MEETING**

PROFFERED CONDITIONS:

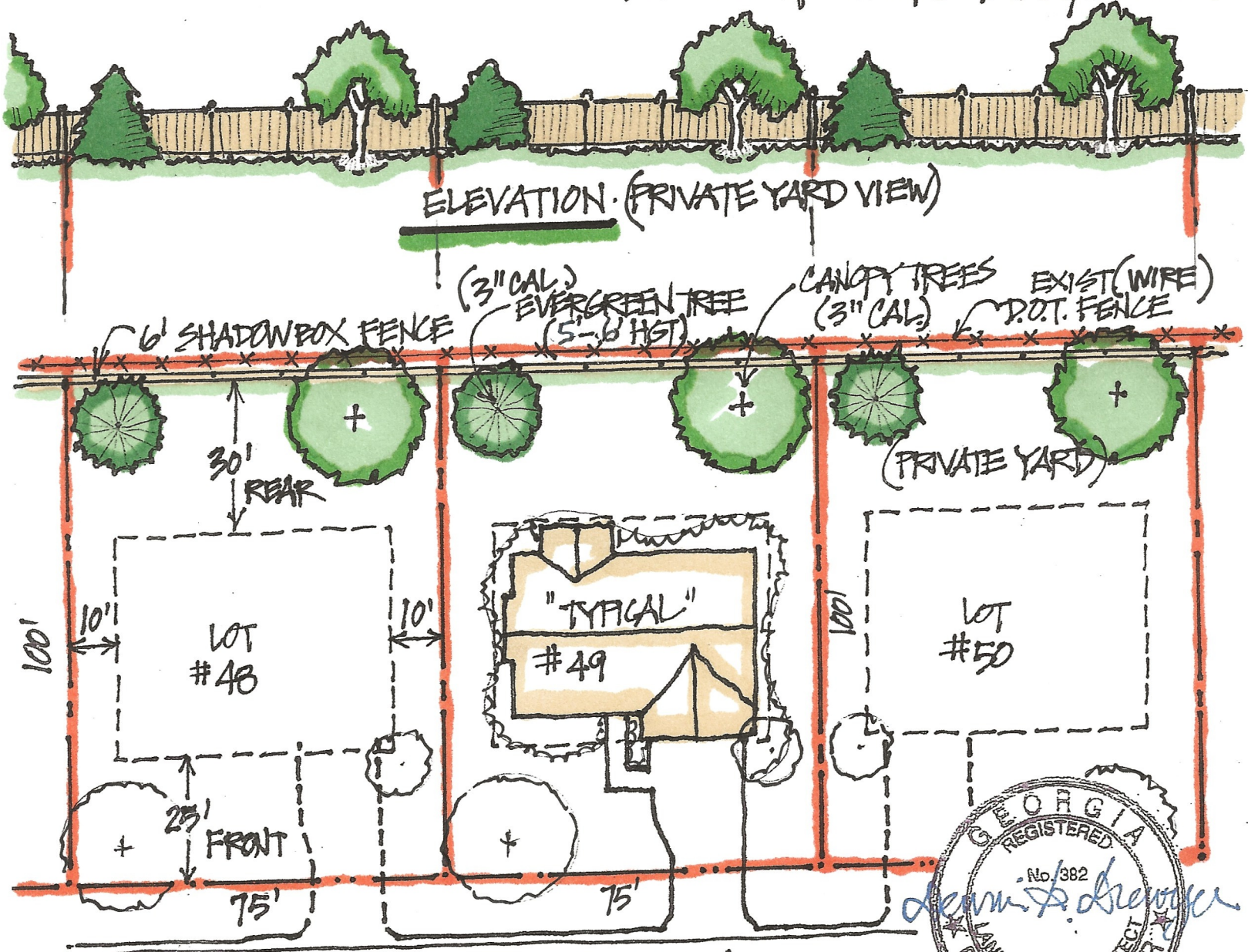
land.plans

23456 Aberdeen Court • Foley, AL 36535
(770) 328-3222 • dennisdrewyer@gmail.com

DENNIS GLENN DREWYER
REGISTERED LANDSCAPE ARCHITECT, GA #382

PLANNING • LANDSCAPE ARCHITECTURE • LAND MANAGEMENT & ENTITLEMENTS

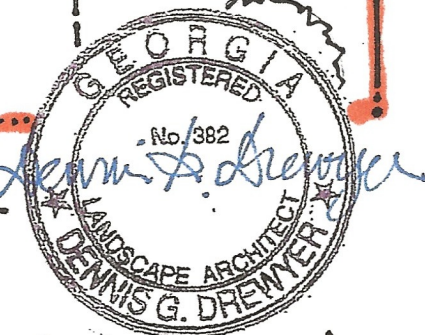
- 6-FT. SHADOW-BOX FENCE (LOOKS GOOD ON BOTH SIDES); AS WELL AS...
- ...BUILDER TREE PLANTINGS, ALONG REAR LOT LINES OF HOMES AT HWY. 34 BY-PASS & ROSCOE ROAD(2);
- WHERE NO EXISTING TREE COVER!
- IS NOT A BUFFER...MUST RETAIN FULL USE OF OWNERS' YARDS/PRIVACY!



PLAN VIEW - (30 SCALE)

- THESE PROPOSED PLANTINGS TO BE CREDITED TO TYPICAL LANDSCAPE REQUIREMENTS AND/OR
- TREE REPLACEMENT CREDITS IF NEEDED!

(JUNE 18, 2025)



June 20, 2025

"WHITLOCK FARM" Landscape & Screening

As fully described on the previous Fence and Landscape planting plan... as now approved by the City Staff and Landscape Architect...

Proffered Conditions addendum; 6/20/2025

□ Builder to provide (after final grade established):

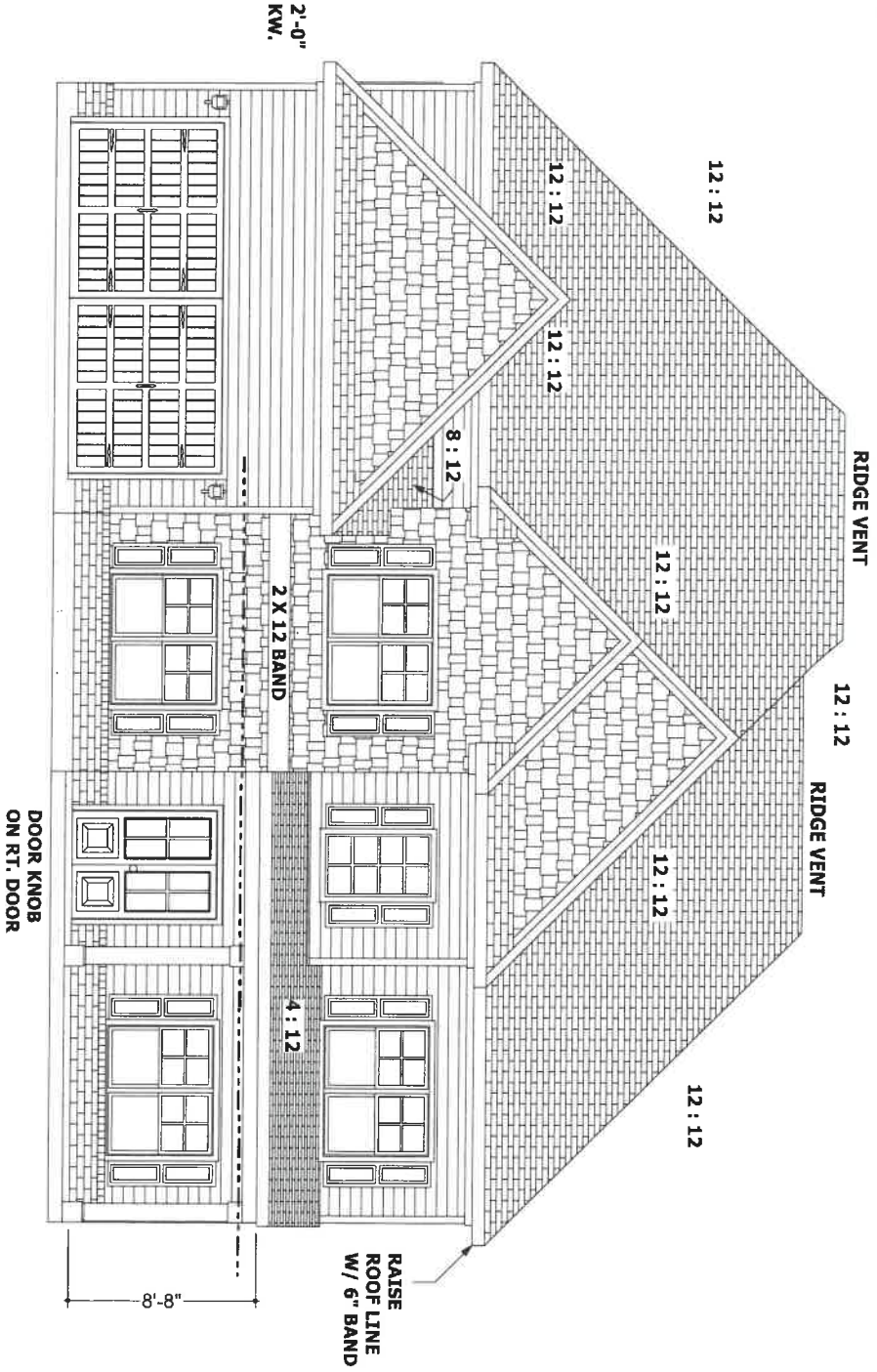
- 6-ft. Shadow Box fence, as needed*, for those lots backing to Roscoe Road and/or Hwy. 34 Bypass (looks good from both private & public!).
- Fenced lots to include tree plantings (2) for both a Canopy tree (3" cal.; 10'-12' hgt.) and an Evergreen tree (2" cal.; 5'-6' hgt.) as per plan!

*... (only where there is no tree cover to remain!)

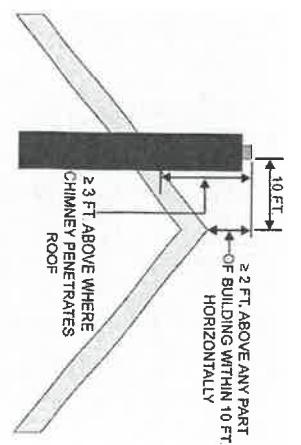
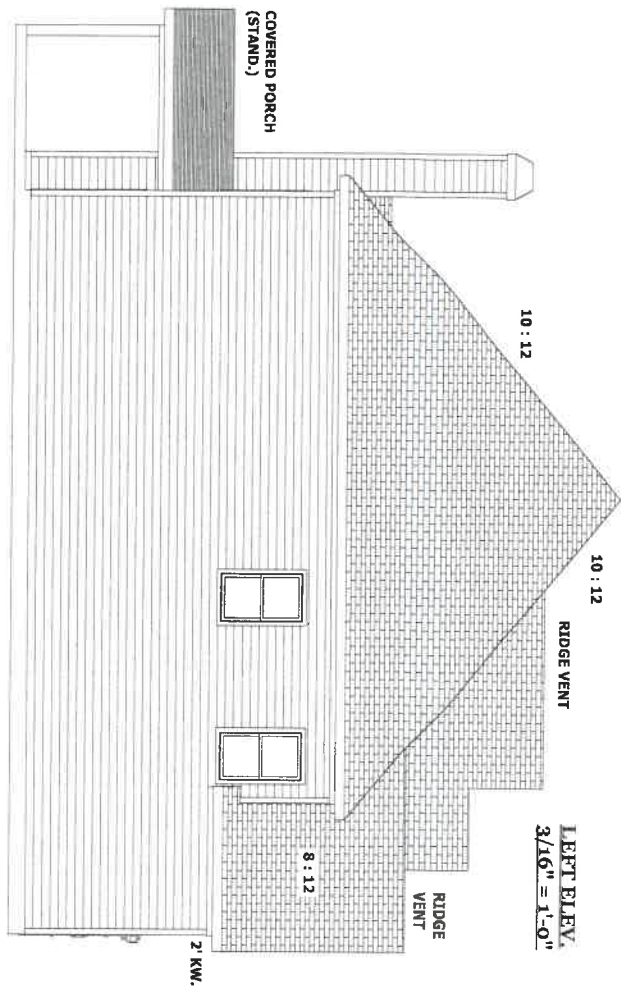
- These tree selections shall be approved by the City L.A. for species and size for this use.
- The screen fence and plantings will not be defined as a "zoning buffer," as planted and located in private back yards, to be owned and enjoyed by future property owners!
- Any and all approved plantings shall qualify for typical landscape requirements per lot, as well as Tree Replacement Credits, if needed...

Respectfully, Dennis Drewyer. Ga. Reg. L.A. #382

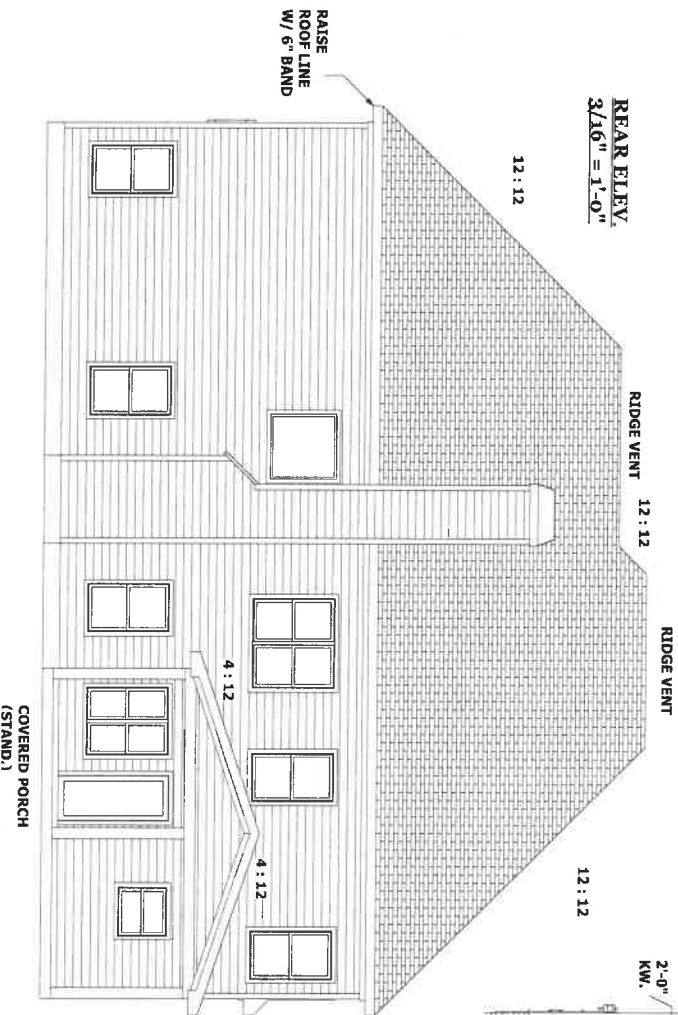
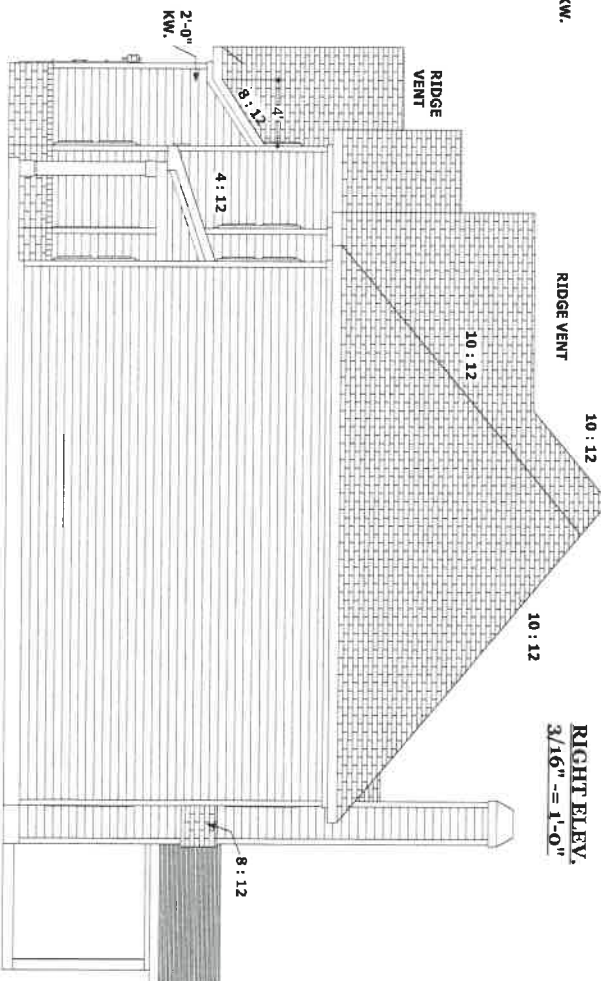
NOTE:
SECOND FLOOR 8' CLG.
FIRST FLOOR 9' CLG.

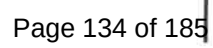


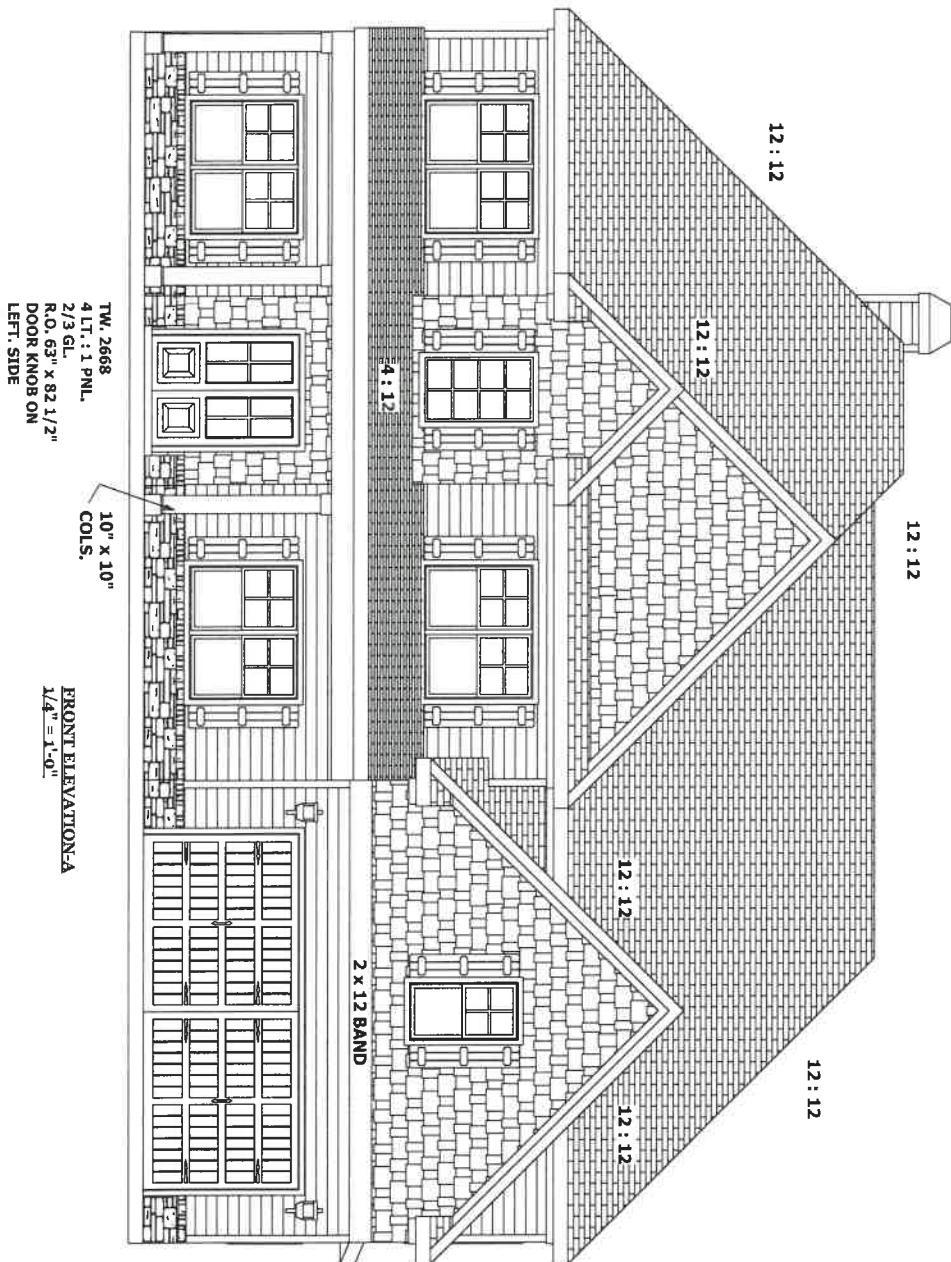
THE ALEXANDER @ THE VILL AT CAMP MITCHELL
FRONT ELEV.-A
REV. DATE : 05-20-23
SHEET # 1-A1



Chimney Height Above Roof







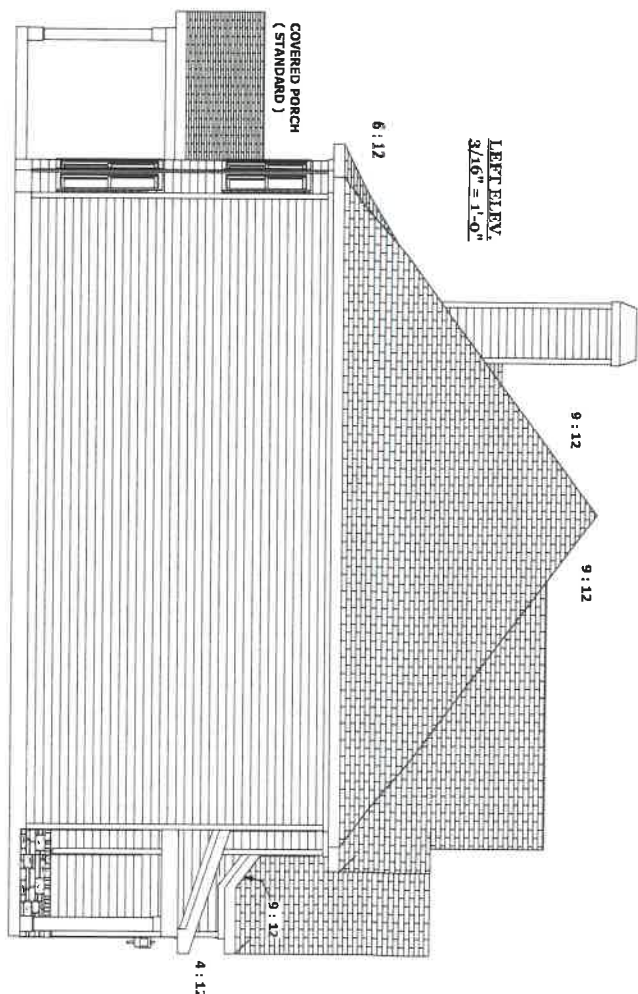
TW. 2668
4 LT. : 1 PNL.
2/3 GL.
R.O. 63" x 82 1/2"
DOOR KNOB ON
LEFT. SIDE

10" x 10"
COLS.

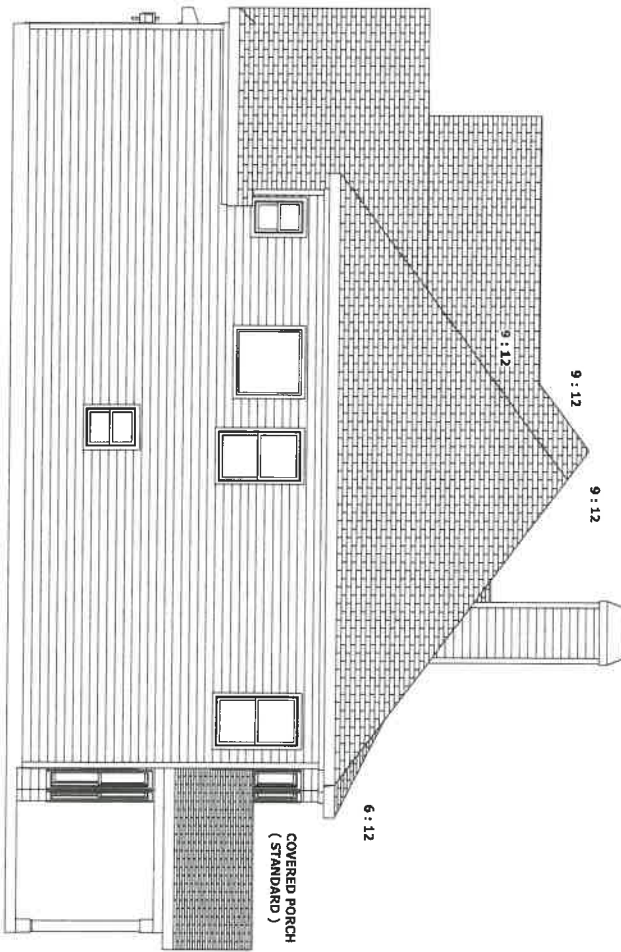
FRONT ELEVATION-A
1/4" = 1'-0"

2 x 12 BAND

LEFT ELEV.
3/16" = 1'-0"

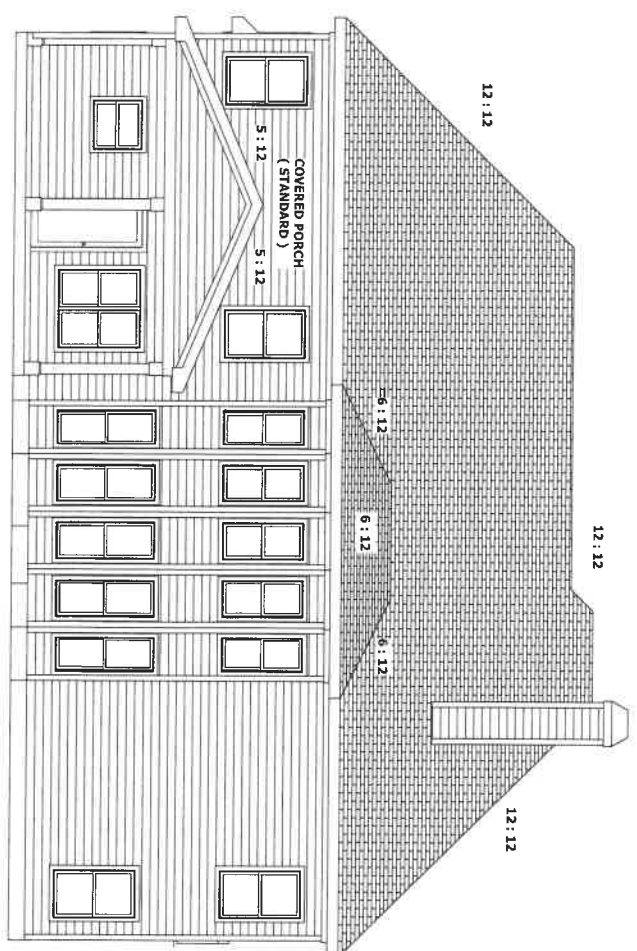


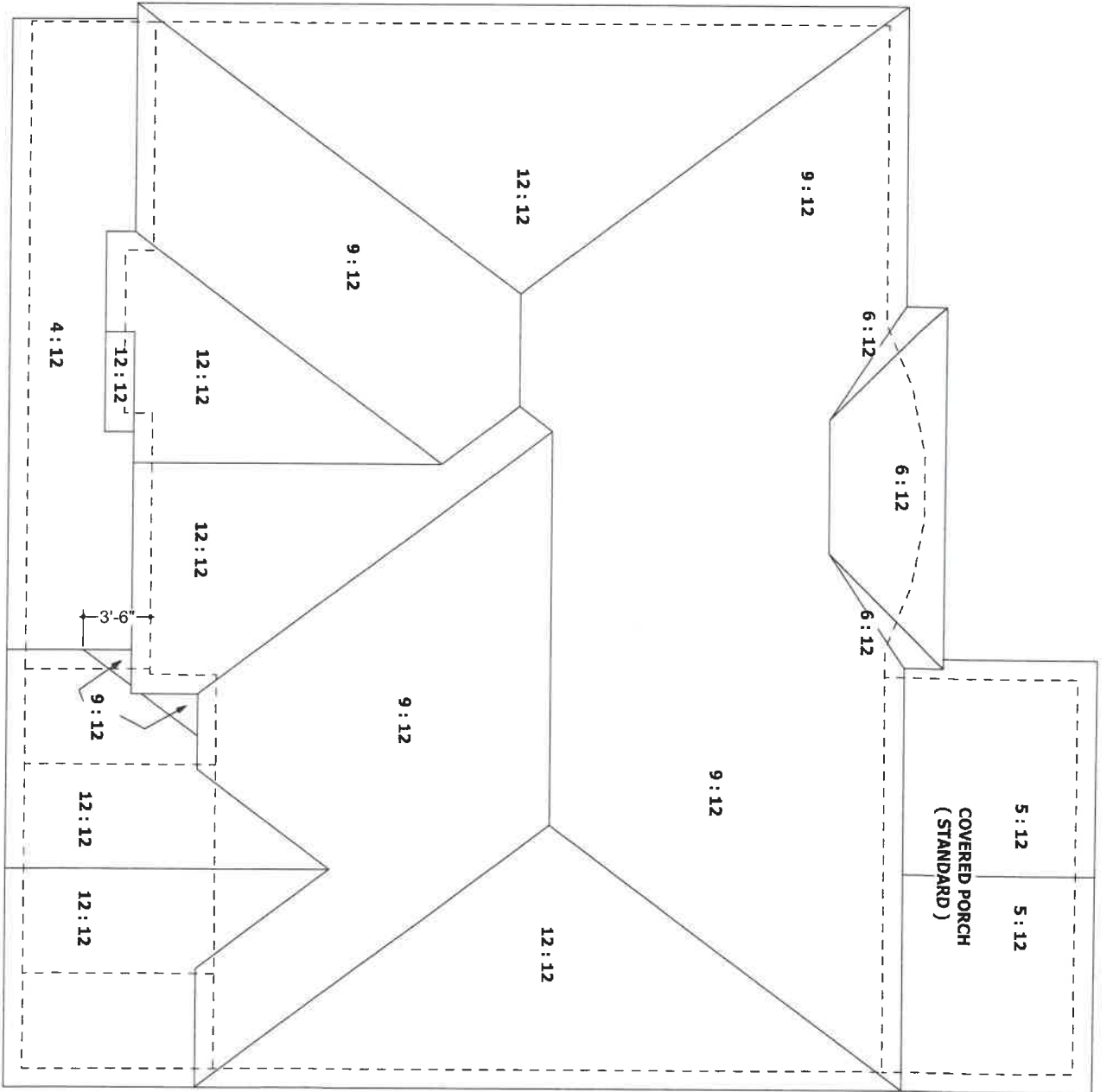
COVERED PORCH
(STANDARD)



RIGHT ELEV.
3/16" = 1'-0"

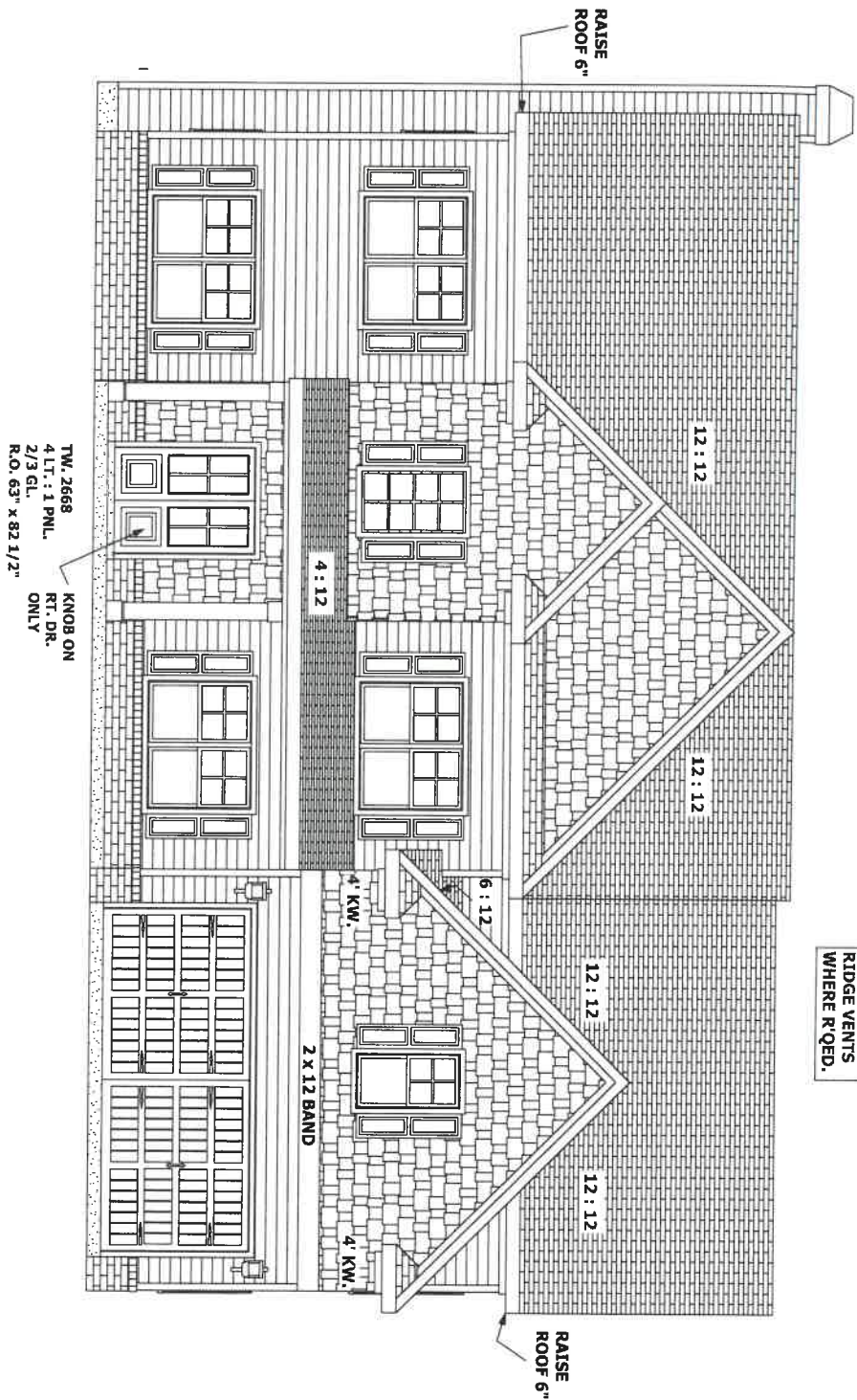
REAR ELEV.
3/16" = 1'-0"



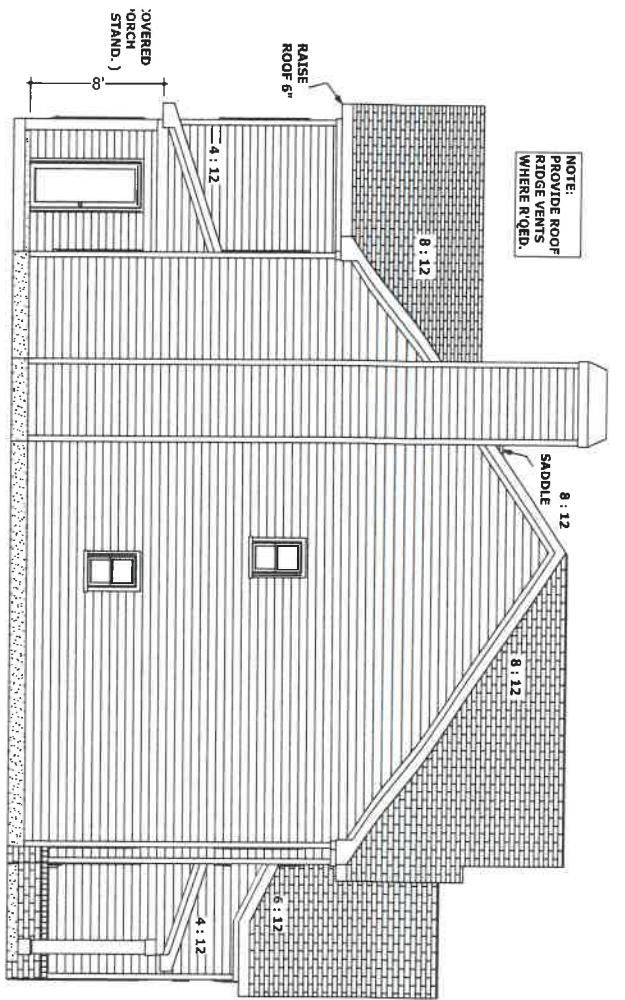


ROOF PLAN VIEW
1/4" = 1'-0"

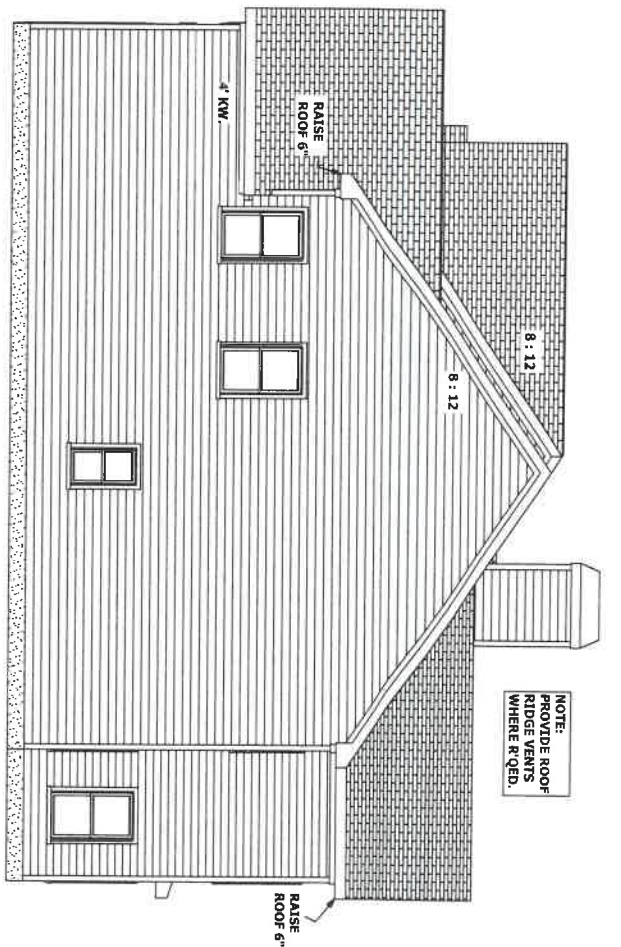
NOTE:
PROVIDE ROOF
RIDGE VENTS
WHERE ROOFED.



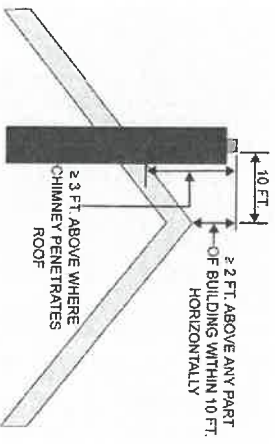
FRONT ELEVATION
1/4" = 1'-0"



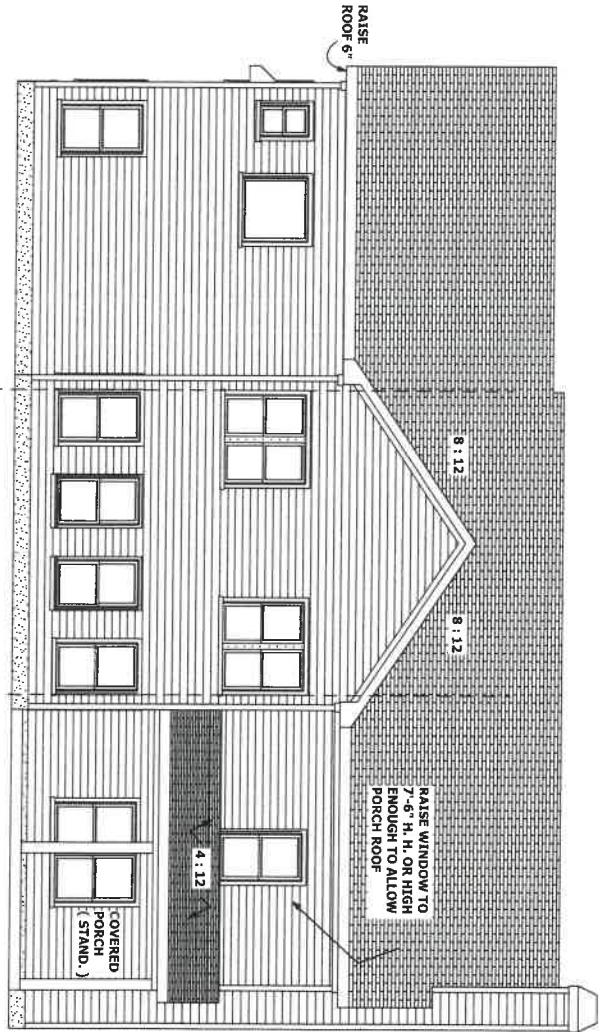
LEFT ELEVATION
3/16" = 1'-0"



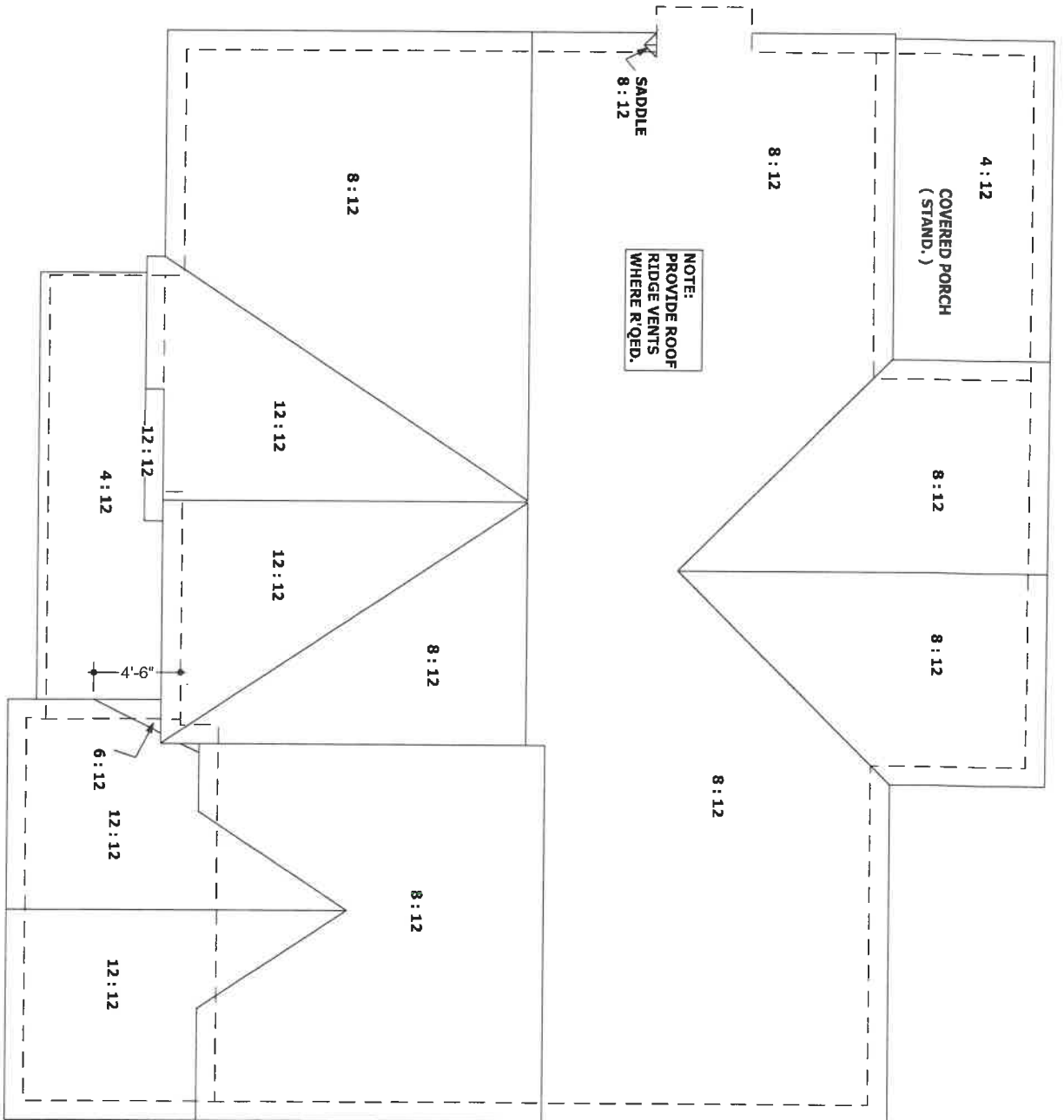
RIGHT ELEVATION
3/16" = 1'-0"



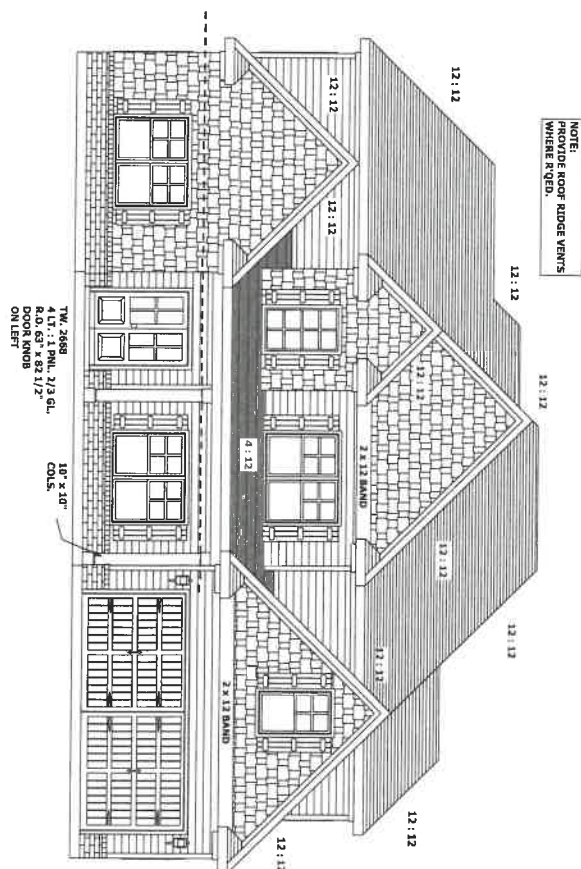
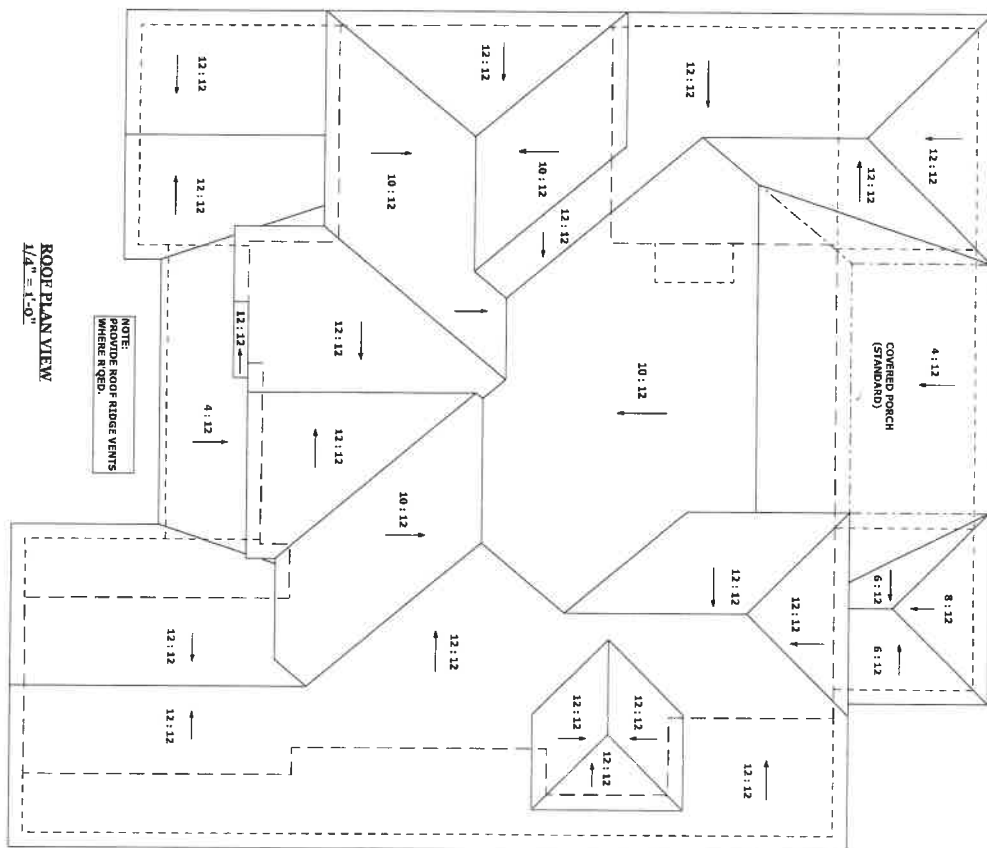
Chimney Height Above Roof



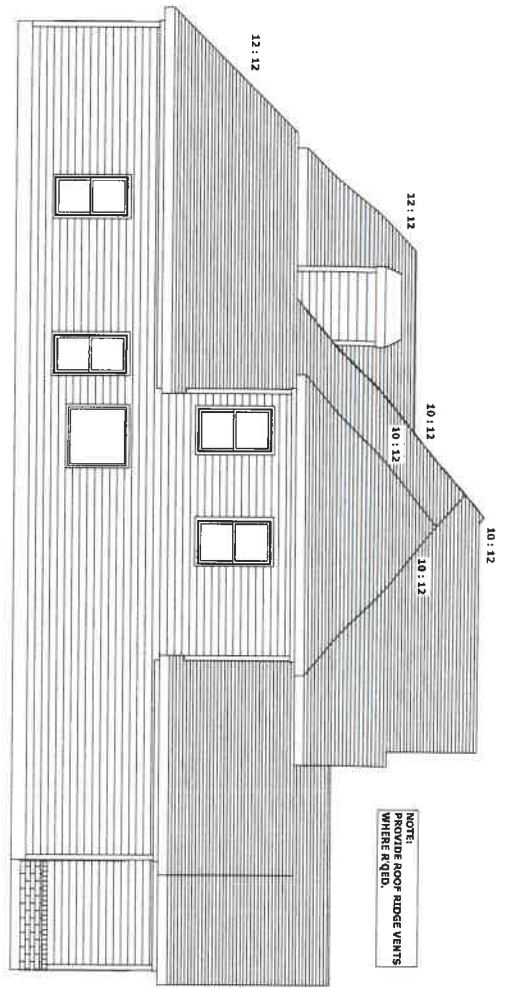
REAR ELEVATION
3/16" = 1'-0"



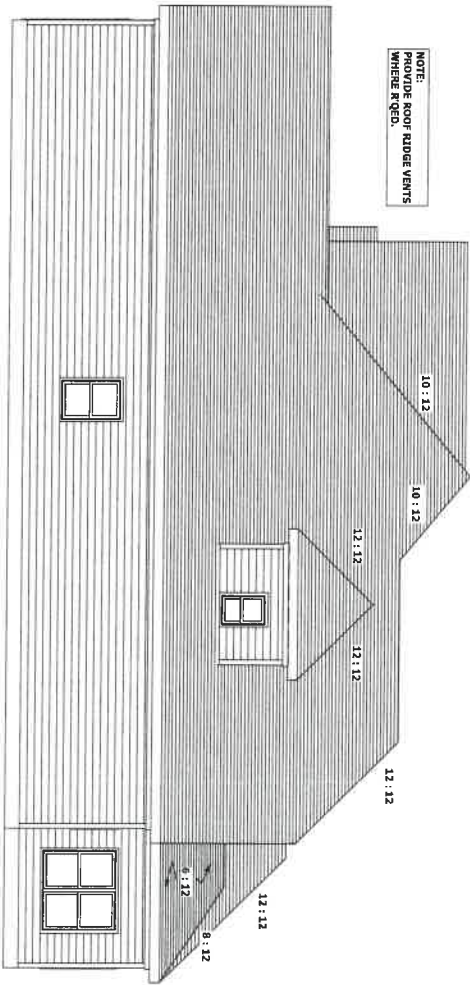
ROOF PLAN VIEW
1/4" = 1'-0"



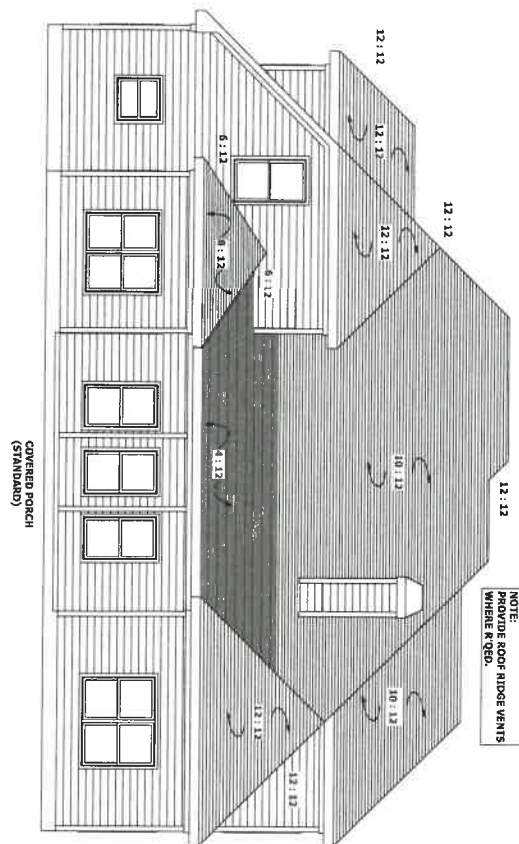
THE GRAVELL @ THE VILLAGE AT CAMP MITCHELL
FRONT ELEV. A
& ROOF PLAN VIEW
REV. DATE : 05-20-23
SHEET# 1-A1



LEFT ELEVATION
1/4" = 1'-0"



RIGHT ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/4" = 1'-0"



City of Newnan, Georgia – Mayor and City Council

Date: July 22, 2025

Agenda Item: Public Hearing - Text Amendment to Zoning Ordinance pertaining to model homes and short-term rentals.

Prepared By: Dean Smith, Senior Planner, Planning and Zoning Department

Purpose: During the Council retreat on March 27 and 28, 2025, the City Council discussed the potential for amending the zoning ordinance on specific items. On April 15, 2025, the Council authorized staff to proceed with crafting ordinance changes. These proposed ordinance amendments are presented as below.

Background:

1. Amend the zoning ordinance to increase the number of “model homes” in new subdivisions from 1 or 1 per phase, to 3. The basis behind this amendment is that the PDR zoning requires 3 different housing types and our current ordinance only allows one model home, or one model home per phase, if the subdivision is a phased development.
2. Develop an ordinance to regulate Short-Term Rentals (STR). A potential ordinance was previously discussed in 2018, but that time, City Council opted to table regulating Short-Term Rentals until a later date. Since that time, the City has seen more STRs open within the City and it may be beneficial to regulate such uses for the protection of neighborhoods and the safety of persons staying in the STR

The City of Newnan Planning Commission held a public hearing on June 10, 2025. At the conclusion of the public hearing, the Planning Commission voted 6-0 in favor of recommending the following changes to the zoning ordinance.

Attached are proposed changes. Both changes would be to Article 3 of the zoning ordinance.

➤ **Model Homes – proposed new language is highlighted and in bold**

- Amend Article 3, Section 3-86, (c), as follows:

(c) Model Sales Homes.

Model sales homes shall be allowed within a new residential development subject to approval by the Building Official as a temporary use provided that:

(1) The model sales home is located on a lot that was approved by the City as part of the subdivision or development, or a model sales home may be permitted prior to subdivision under the following conditions:

- a. No more than one unit per residential development or proposed phase shall be allowed **except for planned residential developments (PDR) that have multiple types of housing. Approved planned residential developments can have up to three (3) model sales homes. In PDR developments, each model sales home shall represent a different type of residential product offered with the development.**

- b. A sales unit agreement providing for a limitation on the amount of time such a unit may be located on un-subdivided property and that the unit may not be sold until the unit is located on a platted lot shall be executed.
 - c. The home will be converted to residential use after it is used as a sales office;and
 - d. Only one informational ground sign is erected on the property, with a height no greater than 42 inches and a surface area no greater than 15 square feet.
- (2) Model sales homes may be approved for a period of up to 3 years. This period may be renewed for additional 6 month periods, for good cause shown, upon approval of a written request for such an extension by the Building Official. Imposing other requirements as he or she deems necessary should be done to avoid adverse impacts that the use as a model sales home may have on adjacent properties or the community as a whole. If at any time the model sales home fails to comply with the provisions of this section, the Planning Director may revoke approval of the model sales home.

➤ **Short-Term Rentals**

- Short-Term Rentals will be added as an entirely new section to Article 3, under Section 3-14, to be entitled, Residential Accessory Uses – Short-Term Rentals. The 2018 proposed ordinance, which was previously tabled, has been augmented with additional changes added in 2025 that are **highlighted and in bold**

Section 3-14: -Residential Accessory Uses-Short-Term Rentals

(1). Definition: A Short-Term Rental is an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for no more than 30 days. A residential dwelling includes all housing types with the exception that the use excludes group or congregate living or lodging uses.

(2). Stipulations

a. Advertisements promoting a property as a residential short-term rental shall constitute prima facie evidence of the operation of a residential short-term rental dwelling unit.

b. A Short-Term Rental Certificate must be obtained from the City of Newnan's Planning & Zoning Department:

(1). A certificate shall be valid for one year and must be renewed annually effective the first of January of the following calendar year.

(2). A certificate is non-transferable should the property be sold.

(3). Each short-term rental property must have a separate certificate

c. The owner/operator of a short-term rental property must also obtain an Occupation Tax Certificate from the City of Newnan.

d. The property owner must designate an individual to serve as a rental agent to respond to issues associated with short-term rentals. The agent can also be the property owner.

- e. Within the Historic Residential Overlay Districts, no more than 20% of homes within each district shall be used as short-term rentals.
- f. Tenants must be at least 25 years of age to enter into a contractual arrangement with the owner/operator of a short-term rental dwelling.
- g. Properties containing both a principal residential dwelling and accessory residential dwelling, shall only use one residential structure as a short-term rental, not both.
- h. Properties in residentially zoned districts must provide sufficient off-street parking to accommodate both residents and/or guests.
- i. Short-term rentals are conditionally permitted in all residential zoning districts and zoning districts where residential units are permitted.

(3). Definitions

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

Bedroom shall mean an attached room which is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes.

City shall mean Newnan, Georgia.

Garbage shall mean and include all waste and accumulation of animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious and offensive gases and odors, or which may serve as breeding or feeding materials for flies and or germ-carrying insects. Garbage, for the purposes of this Section, shall also include recyclable materials and rubbish, as defined in the City of Newnan's Code of Ordinances.

Guest shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.

Innkeeper shall mean any person who is furnishing for value to the public any room(s), lodging, or accommodations.

Local contact person/rental agent shall mean a person, firm or agency representing an owner or owners of a short-term rental who has access and authority to assume operational management of the short-term rental and take remedial measures.

Noise regulations shall mean those regulations contained in the Official Code of City of Newnan.

Occupancy, transient, shall mean occupancy or use by a paying guest or tenant for a period of not more than 30 consecutive days or by the offering or advertising of a residence as being available in whole or in part to be used for such occupancy. Such occupancy is characteristic of short-term rentals or other establishments, by whatever name called.

Operator shall mean any person operating a short-term rental (as defined in this section) in the city limits of Newnan, GA, including but not limited to the owner or proprietor of the premises, lessee, lender in possession, or any other person otherwise operating a short-term rental.

Owner shall mean a person or entity that holds legal and or equitable title to private property.

Premises shall mean and include all physical buildings, appurtenances, parking lots, and all property owned and/or used by and for the short-term rental.

Private shall mean intended for or restricted to the occupants and or guests of the short-term rental; not for public use.

Rental term shall mean the period of time a person rents or leases a short-term rental.

Short-term rental shall mean any residential property, facility, or structure used for transient occupancy providing overnight lodging and accommodations for not more than 30 consecutive days.

Special event or private function shall mean an organized activity for profit or non-profit having as its purpose entertainment, recreation and or education, including but not limited to a festival, party, reception, celebration or assembly.

(4). Procedure

- a. Every person engaging in or about to engage as an operator of a short-term rental shall immediately apply for a certificate with the Planning and Zoning department on the forms provided by the same. Persons engaged in such operations must apply for a permit no later than 60 days after this regulation becomes effective; but such grace period for registration after the effective date of this regulation shall not relieve any person from the obligation of payment or collection of any required fees nor meeting the requirements of this section on and after the date of imposition thereof. The required certificate hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by the Planning and Zoning department. The certificate application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, an officer in the case of corporation, or an agent acting on behalf of the property owner.
- b. A separate certificate will be required for each individual location of a short-term rental.
- c. Short-Term Rentals are approved administratively by the City's designee. A Short-Term Rental Certificate shall include, at a minimum, the following:
 - (1). A report from a certified Home Inspector verifying that the rental unit is in compliance with life safety and habitability codes when applied initially and for each renewal.
 - (2). Name, phone number and email address of the rental agent/local contact who is available 24 hours a day, seven days a week, to respond to complaints regarding the operation or occupancy of the short-term rental unit/property. The owner must immediately notify the Planning and Zoning department, in writing, upon a change in the local contact person or the local contact person's telephone number. The new, revised contact name and phone number must be posted in the guest areas of the short-term rental before occupants can rent the short-term rental.
 - (3). A notarized statement signed by the owner or operator that the short-term rental will be in compliance with these regulations.
 - (4). Proof of ownership
 - (5). Proof of insurance
 - (6). Evidence short-term rental property/ies are enrolled with City of Newnan's trash contractor.

(7). Copy of Short-Term Rental Agreement used by the owner/operator. This agreement shall contain, at a minimum, notices to occupants regarding the City of Newnan's noise ordinances, special event prohibitions, prohibition on sub-leasing and notice that failure to vacate the premises for violating the agreement will be considered trespassing and thus subject to criminal prosecution.

(8). Affidavit of Adjacent Property Owner Notification. The applicant of a short-term rental shall provide, in writing, notice to adjacent property owners within 250 feet, a local telephone number, name and address of a rental agent/property manager who will accept and handle complaints immediately relating to tenant activities. If this contact person changes, then a new affidavit of adjacent property owners notification must be mailed within 10 days of any change in the contact person.

(9). Certificates are issued to the applicant and do not carry with the land or premises. No certificate issued pursuant to this section shall be transferrable from one person to another. Any violation of this section shall constitute due cause for probation, suspension or revocation of the certificate.

(5). Rental Unit Conditions

- a. Each short-term rental must provide sufficient off-street parking on paved surfaces for residents and/or guests.
- b. Maximum occupancy is limited to 4 adults per dwelling unit with up to two bedrooms. For dwelling units with three or more bedrooms, the number shall not exceed 2 adults per bedroom.
- c. The Short-Term Rental Agreement used by the owner/operator must include the following provisions:
 - All trash will be promptly and properly disposed of within 12 hours of the departure of a guest.
 - That the owners/operators and guests will comply with the City of Newnan's noise ordinance.
 - If the property is not within the Central Business District, the following provision must be added: No on-street parking for guests will be allowed
 - 24 hour contact
 - A statement from the tenant stating that he/she will use their best efforts to assure that the use of the premises by short term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties.

c. Accommodation standards

- All swimming pools, spas, and hot tubs shall comply with the International Swimming Pool and Spa Code as adopted and amended by the Georgia Department of Community Affairs and the City of Newnan Ordinances.
- No exterior alterations may be made to a residence to indicate that it is being used as a short-term rental. House numbers shall be visible from the public street at all times.
- No advertising shall be visible from the street or from adjoining properties.

- No recreational vehicles or trailers shall be used as a short-term rental.
- Only a bedroom as defined herein shall be used for overnight sleeping quarters.
- Every bedroom occupied by one person shall contain at least 70 square feet of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.
- Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
- Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom.
- Every bedroom shall have at least six (6) square feet of floor to ceiling heated closet space, and for each permissible occupant over two, there shall be an additional four (4) square feet in the above described closet; however, if such space is lacking, an amount of space equal in square footage to the deficiency shall be subtracted from the area of the bedroom space used in determining permissible occupancy.
- No space located totally or partially below grade shall be used as a bedroom unless the total openable window area for allowing the entrance of outside light is equal to at least five (5) square feet and there are no pipes, ducts, or other obstructions less than six feet eight inches from the floor level which interfere with the normal use of the room or area.
- Short-term rental premises must be maintained in compliance with standards contained within the City of Newman's Ordinances.

d. Operating Standards

- Each operator of a short-term rental is required to keep a guest registry containing guest names, dates of occupancy, city of permanent residency, and description and license plate number of the vehicle they are using. Each operator of a short-term rental shall keep for a period of at least 30 days the above-described register. Said records shall be made available for examination by the City or any authorized law enforcement agency upon operator or owner of such short-term rental being presented with a warrant to provide such information, or immediately upon exigent circumstances.
- Operators of short-term rentals shall not be permitted to serve food to guests for sale or otherwise and no food preparation, except beverages, is permitted within individual bedrooms.
- The certificate number shall be included on all advertisements for the short-term rental. Special events or private functions are not permitted at short-term rentals. For the purposes of defining a special event, in addition to the definition contained herein, no more than 2 times the number of maximum overnight sleeping occupancy shall be permitted on the premises at any time.
- The operator shall not permit any occupant to sublet the premises and shall notify occupants of this prohibition in the guest occupancy agreement.

(6). Compliance

a. All complaints shall proceed as follows:

- The complaining party shall first attempt to communicate with the designated contact person/rental agent on the affidavit of adjacent property owner's notification.
- The designated contact person/rental agent shall respond promptly to the complaint, regardless of the time of day and make reasonable efforts to remedy any situation that is out of compliance with the conditions of the short term rental uses or in which a violation of City ordinances exist.

b. If the issue or source of the complaint continues unabated, the complaining party must provide a written complaint to the City of Newnan's designee responsible for approving short-term rentals. The complaint shall include a description of the informal and formal attempts that have been made to resolve the complaint with the property's designated contact person/rental agent.

c. Three violations of this article within a 12-month period are grounds for review by the City of Newnan's designee responsible for approving short-term rentals to determine if the short-term rental certificate should be revoked or suspended.

d. A permit for a short-term rental may also be revoked or suspended if the property is engaged in any prohibited activities listed herein.

e. Appeals of short-term rental permit decisions made by the City of Newnan's designee responsible for approving short term rentals pertaining to compliance/complaint issues shall be made to the City Manager.

(7). Prohibitions

a. No signage on the rental property.

b. No vehicle parking on grass or lawns in front of a residence shall be permitted.

c. The short-term rental property shall not be advertised or promoted as an event center.

d. No exterior or interior alterations shall be made for the express purpose of adding guest rooms to the short-term rental facility.

e. Other uses which violate the City of Newnan's Code of Ordinances.

(8). Exemptions

a. Rental Units located within the Central Business District (CBD) are exempt from the on-street parking prohibition and are able to park within appropriately marked on-street parking spaces.

Options:

- A. Approve the amendments as proposed.
- B. Approve the amendment with conditions or exclusions.
- C. Deny the proposed amendments.

Recommendation:

Staff recommends Option A

Previous Discussions with Council: April 15, 2025 and May 27, 2025

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA, BY ADOPTING A
NEW SEC. 3-14, RESIDENTIAL ASSESSORY
USES, SHORT-TERM RENTAL TO ARTICLE 3, RESTRICTIONS ON
PARTICULAR USES;
AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan adopted an amended Zoning Ordinance for the City of Newnan on September 12, 2017, as amended, and during the various workshops and public hearings held in connection with the adoption of the Zoning Ordinance concerns were raised and voiced by the public regarding the issue of short term rentals in the residential areas of the City; and

WHEREAS, the use of residential housing units for short term rentals advertised over social media and print media become an issue that the citizens of the City asked the Council to consider, study and, if found appropriate, to regulate; and

WHEREAS, Council deferred any action of including regulations for short term rentals until additional information, study and hearings could be held on the need to regulate short term rentals and therefore referred the issue to the Planning Commission for consideration and recommendation of a text amendment to the City Zoning Ordinance to address the issue of short term rentals for residential uses; and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council with regard to such text amendment recommending that the Zoning Ordinance be amended to regulate short term rentals for residential uses in the residential, commercial and office/institutional zoning districts; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the application for consideration of the adoption of a text amendment to the Zoning Ordinance not less than fifteen (15) nor more than forty-five (45) days from the date of publication of notice, which public hearing was held on the 22th day of July, 2025; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to adopt a text amendment to the Zoning Ordinance to amend Article 3, Restrictions on Particular Uses, by adding a new Sec. 3-14 Residential Accessory Uses- Short Term Rentals.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by authority of the same that a text amendment to amend Article 3, Restrictions on Particular Uses by adding

a new Sec. 3-14 Residential Accessory Uses, Short Term Rentals be and is hereby adopted as follows:

Section I. Sec. 3-14. – Residential Accessory Uses, Short-Term Rentals

(1). Definition: A Short-Term Rental is an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for no more than 30 days. A residential dwelling includes all housing types with the exception that the use excludes group or congregate living or lodging uses.

(2). Stipulations

a. Advertisements promoting a property as a residential short-term rental shall constitute prima facie evidence of the operation of a residential short-term rental dwelling unit.

b. A Short-Term Rental Certificate must be obtained from the City of Newnan's Planning & Zoning Department:

(1). A certificate shall be valid for one year and must be renewed annually effective the first of January of the following calendar year.

(2). A certificate is non-transferable should the property be sold.

(3). Each short-term rental property must have a separate certificate

c. The owner/operator of a short-term rental property must also obtain an Occupation Tax Certificate from the City of Newnan.

d. The property owner must designate an individual to serve as a rental agent to respond to issues associated with short-term rentals. The agent can also be the property owner.

e. Within the Historic Residential Overlay Districts, no more than 20% of homes within each district shall be used as short-term rentals.

f. Tenants must be at least 25 years of age to enter into a contractual arrangement with the owner/operator of a short term rental dwelling.

g. Properties containing both a principal residential dwelling and accessory residential dwelling, shall only use one residential structure as a short-term rental, not both.

h. Properties in residentially zoned districts must provide sufficient off-street parking to accommodate both residents and/or guests.

i. Short-term rentals are conditionally permitted in all residential zoning districts and zoning districts where residential units are permitted.

(3). Definitions

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

Bedroom shall mean an attached room which is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes.

City shall mean Newnan, Georgia.

Garbage shall mean and include all waste and accumulation of animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious and offensive gases and odors, or which may serve as breeding or feeding materials for flies and or germ-carrying insects. Garbage, for the purposes of this Section, shall also include recyclable materials and rubbish, as defined in the City of Newnan's Code of Ordinances.

Guest shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.

Innkeeper shall mean any person who is furnishing for value to the public any room(s), lodging, or accommodations.

Local contact person/rental agent shall mean a person, firm or agency representing an owner or owners of a short-term rental who has access and authority to assume operational management of the short-term rental and take remedial measures.

Noise regulations shall mean those regulations contained in the Official Code of City of Newnan.

Occupancy, transient, shall mean occupancy or use by a paying guest or tenant for a period of not more than 30 consecutive days or by the offering or advertising of a residence as being available in whole or in part to be used for such occupancy. Such occupancy is characteristic of short-term rentals or other establishments, by whatever name called.

Operator shall mean any person operating a short-term rental (as defined in this section) in the city limits of Newnan, GA, including but not limited to the owner or proprietor of the premises, lessee, lender in possession, or any other person otherwise operating a short-term rental.

Owner shall mean a person or entity that holds legal and or equitable title to private property.

Premises shall mean and include all physical buildings, appurtenances, parking lots, and all property owned and/or used by and for the short-term rental.

Private shall mean intended for or restricted to the occupants and or guests of the short-term rental; not for public use.

Rental term shall mean the period of time a person rents or leases a short-term rental.

Short-term rental shall mean any residential property, facility, or structure used for transient occupancy providing overnight lodging and accommodations for not more than 30 consecutive days.

Special event or private function shall mean an organized activity for profit or non-profit having as its purpose entertainment, recreation and or education, including but not limited to a festival, party, reception, celebration or assembly.

(4). Procedure

- a. Every person engaging in or about to engage as an operator of a short-term rental shall immediately apply for a certificate with the Planning and Zoning department on the forms provided by the same. Persons engaged in such operations must apply for a permit no later than 60 days after this regulation becomes effective; but such grace period for registration after the effective date of this regulation shall not relieve any person from the obligation of payment or collection of any required fees nor meeting the requirements of this section on and after the date of imposition thereof. The required certificate hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by the Planning and Zoning department. The certificate application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, an officer in the case of corporation, or an agent acting on behalf of the property owner.
- b. A separate certificate will be required for each individual location of a short-term rental.
- c. Short-Term Rentals are approved administratively by the City's designee. A Short-Term Rental Certificate shall include, at a minimum, the following:
 - (1). A report from a certified Home Inspector verifying that the rental unit is in compliance with life safety and habitability codes when applied initially and for each renewal.
 - (2). Name, phone number and email address of the rental agent/local contact who is available 24 hours a day, seven days a week, to respond to complaints regarding the operation or occupancy of the short-term rental unit/property. The owner must immediately notify the Planning and Zoning department, in writing, upon a change in the local contact person or the local contact person's telephone number. The new, revised contact name and phone number must be posted in the guest areas of the short-term rental before occupants can rent the short-term rental.

(3). A notarized statement signed by the owner or operator that the short-term rental will be in compliance with these regulations.

(4). Proof of ownership

(5). Proof of insurance

(6). Evidence short-term rental property/is are enrolled with City of Newnan's trash contractor.

(7). Copy of Short-Term Rental Agreement used by the owner/operator. This agreement shall contain, at a minimum, notices to occupants regarding the City of Newnan's noise ordinances, special event prohibitions, prohibition on sub-leasing and notice that failure to vacate the premises for violating the agreement will be considered trespassing and thus subject to criminal prosecution.

(8). Affidavit of Adjacent Property Owner Notification. The applicant of a short-term rental shall provide, in writing, notice to adjacent property owners within 250 feet, a local telephone number, name and address of a rental agent/property manager who will accept and handle complaints immediately relating to tenant activities. If this contact person changes, then a new affidavit of adjacent property owners notification must be mailed within 10 days of any change in the contact person.

(9). Certificates are issued to the applicant and do not carry with the land or premises. No certificate issued pursuant to this section shall be transferrable from one person to another. Any violation of this section shall constitute due cause for probation, suspension or revocation of the certificate.

(5). Rental Unit Conditions

a. Each short-term rental must provide sufficient off-street parking on paved surfaces for residents and/or guests.

b. Maximum occupancy is limited to 4 adults per dwelling unit with up to two bedrooms. For dwelling units with three or more bedrooms, the number shall not exceed 2 adults per bedroom.

d. The Short-Term Rental Agreement used by the owner/operator must include the following provisions:

- All trash will be promptly and properly disposed of within 12 hours of the departure of a guest.
- That the owners/operators and guests will comply with the City of Newnan's noise ordinance.

- If the property is not within the Central Business District, the following provision must be added: No on-street parking for guests will be allowed
- 24 hour contact
- A statement from the tenant stating that he/she will use their best efforts to assure that the use of the premises by short term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties.

c. Accommodation standards

- All swimming pools, spas, and hot tubs shall comply with the International Swimming Pool and Spa Code as adopted and amended by the Georgia Department of Community Affairs and the City of Newnan Ordinances.
- No exterior alterations may be made to a residence to indicate that it is being used as a short-term rental. House numbers shall be visible from the public street at all times.
- No advertising shall be visible from the street or from adjoining properties.
- No recreational vehicles or trailers shall be used as a short-term rental.
- Only a bedroom as defined herein shall be used for overnight sleeping quarters.
- Every bedroom occupied by one person shall contain at least 70 square feet of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.
- Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
- Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom.
- Every bedroom shall have at least six (6) square feet of floor to ceiling heated closet space, and for each permissible occupant over two, there shall be an additional four (4) square feet in the above described closet; however, if such space is lacking, an amount of space equal in square footage to the deficiency shall be subtracted from the area of the bedroom space used in determining permissible occupancy.

- No space located totally or partially below grade shall be used as a bedroom unless the total openable window area for allowing the entrance of outside light is equal to at least five (5) square feet and there are no pipes, ducts, or other obstructions less than six feet eight inches from the floor level which interfere with the normal use of the room or area.
- Short-term rental premises must be maintained in compliance with standards contained within the City of Newnan's Ordinances.

e. Operating Standards

- Each operator of a short-term rental is required to keep a guest registry containing guest names, dates of occupancy, city of permanent residency, and description and license plate number of the vehicle they are using. Each operator of a short-term rental shall keep for a period of at least 30 days the above-described register. Said records shall be made available for examination by the City or any authorized law enforcement agency upon operator or owner of such short-term rental being presented with a warrant to provide such information, or immediately upon exigent circumstances.
- Operators of short-term rentals shall not be permitted to serve food to guests for sale or otherwise and no food preparation, except beverages, is permitted within individual bedrooms.
- The certificate number shall be included on all advertisements for the short-term rental.
Special events or private functions are not permitted at short-term rentals. For the purposes of defining a special event, in addition to the definition contained herein, no more than 2 times the number of maximum overnight sleeping occupancy shall be permitted on the premises at any time.
- The operator shall not permit any occupant to sublet the premises and shall notify occupants of this prohibition in the guest occupancy agreement.

(6). Compliance

- a. All complaints shall proceed as follows:

- The complaining party shall first attempt to communicate with the designated contact person/rental agent on the affidavit of adjacent property owner's notification.
 - The designated contact person/rental agent shall respond promptly to the complaint, regardless of the time of day and make reasonable efforts to remedy any situation that is out of compliance with the conditions of the short term rental uses or in which a violation of City ordinances exist.
- b. If the issue or source of the complaint continues unabated, the complaining party must provide a written complaint to the City of Newnan's designee responsible for approving short-term rentals. The complaint shall include a description of the informal and formal attempts that have been made to resolve the complaint with the property's designated contact person/rental agent.
 - c. Three violations of this article within a 12-month period are grounds for review by the City of Newnan's designee responsible for approving short-term rentals to determine if the short-term rental certificate should be revoked or suspended.
 - d. A permit for a short-term rental may also be revoked or suspended if the property is engaged in any prohibited activities listed herein.
 - e. Appeals of short-term rental permit decisions made by the City of Newnan's designee responsible for approving short term rentals pertaining to compliance/complaint issues shall be made to the City Manager.

(7). Prohibitions

- a. No signage on the rental property.
- b. No vehicle parking on grass or lawns in front of a residence shall be permitted.
- c. The short-term rental property shall not be advertised or promoted as an event center.
- d. No exterior or interior alterations shall be made for the express purpose of adding guest rooms to the short-term rental facility.
- e. Other uses which violate the City of Newnan's Code of Ordinances.

(8). Exemptions

a. Rental Units located within the Central Business District (CBD) are exempt from the on-street parking prohibition and are able to park within appropriately marked on-street parking spaces.

Section II. All Ordinances or parts of Ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section III. Should any phrase, clause, sentence, or section of this Ordinance be deemed unconstitutional by a Court of competent jurisdiction, such determination shall not affect the remaining provisions of this Ordinance, which provisions shall remain in full force and effect.

Section IV. This Ordinance shall be effective upon adoption.

(Signatures on next page)

DONE, RATIFIED, and PASSED by the City Council of the City of Newnan, Georgia, this _____ day of _____, 2025 in regular session assembled.

ATTEST:

Megan Shea, City Clerk

Keith Brady, Mayor

REVIEWED AS TO FORM:

James J. Thomasson III, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

Cynthia Jenkins, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember

Raymond F DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA, BY ADOPTING A
NEW SEC. 3-86 (c), MODEL SALES HOMES OF
ARTICLE 3, RESTRICTIONS ON PARTICULAR USES;
AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan adopted an amended Zoning Ordinance for the City of Newnan on September 12, 2017, as amended, providing for model sales homes during the development phase of new subdivisions in the residential areas of the City; and

WHEREAS, the product mix offered in new subdivisions which are zoned for planned residential developments (PDR) may require more than the one model sales home currently permitted in the Ordinance; and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council with regard to such text amendment recommending that the Zoning Ordinance be amended to permit up to 3 model sales homes to demonstrate the product mix in the PDR zoned subdivision.

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the application for consideration of the adoption of a text amendment to the Zoning Ordinance not less than fifteen (15) nor more than forty-five (45) days from the date of publication of notice, which public hearing was held on the 22th day of July, 2025; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to adopt a text amendment to the Zoning Ordinance to amend Sec. 3-86 (c) (1) (a) Article 3, Restrictions on Particular Uses, by deleting Sec. 3-86 (c) (1) (a) and adopting a new Sec. 3-86 (c) (1) (a).

Section I. NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by authority of the same that a text amendment to amend Article 3, Restrictions on Particular Uses by deleting Sec. 3-86 (c) (1) (a) in its entirety and by adding a new Sec. 3-86 (c) (1) (a) which shall be and is hereby adopted as follows:

- a. No more than one unit per residential development or proposed development (PDR) that have multiple types of housing. Approved planned residential developments can have up to three (3) model sales homes. In PDR developments, each model sales homes shall represent a different type of residential development.

Section II. All Ordinances or parts of Ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section III. Should any phrase, clause, sentence, or section of this Ordinance be deemed unconstitutional by a Court of competent jurisdiction, such determination shall not affect the remaining provisions of this Ordinance, which provisions shall not affect the remaining provisions of this Ordinance, which provisions shall remain in full force and effect.

Section IV. This Ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED by the City Council of the City of Newnan, Georgia, this _____ day of _____, 2025 in regular session assembled.

ATTEST:

Keith Brady, Mayor

Megan Shea, City Clerk

James J. Thomasson III, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cynthia Jenkins, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember

Raymond F DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



Planning & Zoning Department

To: Cleatus Phillips, City Manager

From: Tracy Dunnavant, Planning Director

Re: Second Readings on Rezoning Cases

Date: July 22, 2025

As you are aware, last month the City Council voted to approve rezoning applications for properties located at 147 Temple Avenue and 521 Newnan Crossing Bypass. After the meeting, one of the applicants' legal representatives pointed out language in our Zoning Ordinance that still requires a second reading for amendments that do not pass unanimously with all 7 votes. Their attorneys were concerned that failure to hold the second reading could impact the validity of their approval.

In speaking with the City Attorney, he indicated that the amendment addressing second readings which Council approved in November of 2024, mistakenly only pertained to ordinances included in the Code of Ordinances. Therefore, an additional amendment specifically citing the Zoning Ordinance will need to be adopted by the Council to change the process. The City Attorney is drafting such an ordinance but indicated that second readings would be needed for the two rezonings since they were approved prior to the new language being considered.

Please let me know if you have questions or need additional information.

Estate of Betty Jean Johnston
Estate of Robert Edwin Johnston
Robert Edwin Johnston, Jr.
Robert Higdon Johnston
Allison Johnston Davis
and Templer Development Group LLC
7.06+/- acres, Land Lots 38 and 39, 5th Land District
Newnan Coweta County, Georgia
Tax Parcel N210001001

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY
LOCATED AT 147 TEMPLE AVENUE, CONTAINING 7.06+- ACRES IN LAND
LOTS 38 AND 39 OF THE FIFTH LAND DISTRICT, IN THE CITY OF
NEWNAN, GEORGIA**

WHEREAS, the owner has filed an application to rezone the property described on Exhibit "A" attached hereto and by reference made a part hereof ("Property") from CUN (Urban Neighborhood Commercial District) TO PDR (Planned Residential Development)

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 17th day of June, 2025; and

WHEREAS, after the above-referenced public hearing, the City Council has determined the request to amend the zoning designation of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised by rezoning the property, as follows:

Section I. That the property described on Exhibit "A" attached hereto and by reference made a part hereof containing 7.06 ± acres be and is hereby rezoned to PDR (Planned Residential Development District) subject to the conditions which follow.

1. The development (including but not limited to number of dwelling units, street layout/orientation, setbacks, buffers and dwelling types) shall reasonably comply with the concept plan that has been submitted. Concept plan attached hereto as Exhibit "B".

2. The mixture of dwelling types constructed within the development shall be consistent with the renderings submitted with the application which is incorporated herein by reference.
3. The development shall include a walking trail as shown on the concept plan submitted.
4. The project shall be consistent with the density, project data, amenities, proffered conditions and architectural details as provided as part of the application which is incorporated herein by reference.
5. The project will be capped at 32 units maximum
6. No more than 3 of the 32 units will be rental units

Section II. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

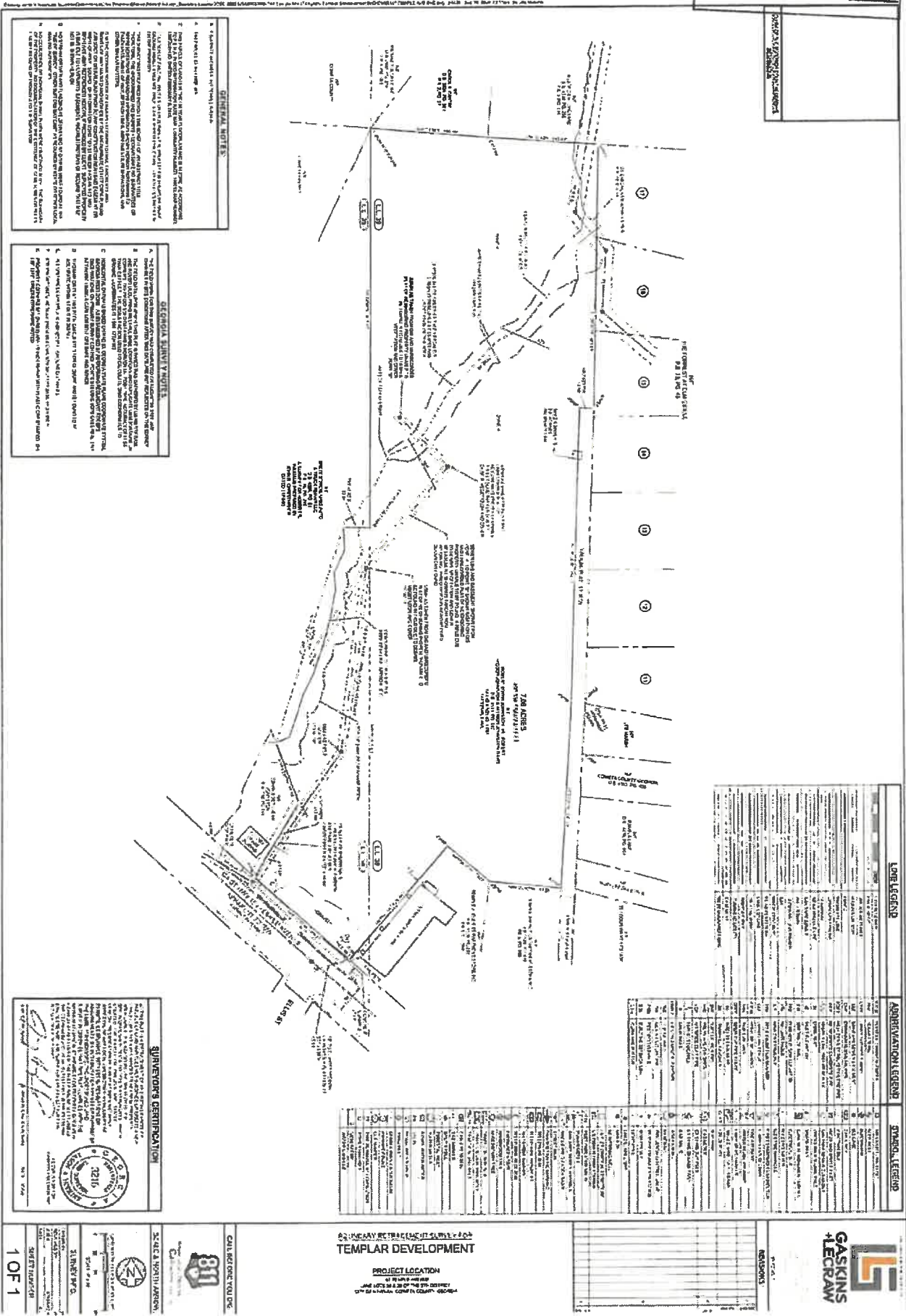
Section III. This ordinance shall be effective upon adoption.

Property Line Description for 147 Temple Avenue

All that tract or parcel of land lying and being in Land Lots 38 & 39 of the 5th District, City of Newnan, Coweta County, Georgia, and being more particularly described as follows:

Beginning at a point at the intersection of the centerline of Ellis Road (50' right-of-way) and Temple Avenue (apparent 70' right-of-way); said point being the POINT OF BEGINNING;
 Thence North 73 degrees 45 minutes 36 seconds East 42.93 feet to a nail set on the northerly right-of-way of Temple Avenue;
 Thence along said right-of-way North 48 degrees 15 minutes 08 seconds West 159.76 feet to a #4 rebar set;
 Thence leaving said right-of-way North 30 degrees 16 minutes 02 seconds East 112.00 feet to a #4 rebar set;
 Thence North 19 degrees 43 minutes 58 seconds West 83.64 feet to a point in the centerline of a drainage ditch;
 Thence in a northerly direction meandering along the centerline of said drainage ditch approximately 301 feet to a point, said ditch subtended by a chord of North 17 degrees 14 minutes 37 seconds East 290.32 feet east;
 Thence South 88 degrees 47 minutes 52 seconds East 33.84 feet to a 1.5" iron rod found on the common line of Land Lots 38 & 39;
 Thence along said Land Lot Line North 00 degrees 22 minutes 08 seconds East 518.49 feet to a 1" iron rod found;
 Thence leaving said Land Lot Line South 85 degrees 01 minutes 38 seconds East 150.86 feet to a 1/2" crimp top pipe found;
 Thence South 86 degrees 11 minutes 40 seconds East 143.53 feet to a #4 rebar set;
 Thence South 01 degrees 20 minutes 38 seconds West 341.89 feet to a #4 rebar set;
 Thence North 87 degrees 43 minutes 57 seconds West 18.00 feet to a #3 rebar found;
 Thence South 01 degrees 56 minutes 32 seconds West 382.23 feet to a #3 rebar found;
 Thence South 03 degrees 22 minutes 26 seconds West 241.23 feet to a #3 rebar found;
 Thence North 84 degrees 20 minutes 42 seconds West 93.25 feet to a #3 rebar found;
 Thence North 49 degrees 04 minutes 38 seconds West 70.52 feet to a #3 rebar found;
 Thence South 40 degrees 57 minutes 42 seconds West 193.00 feet to a #4 rebar set on the northerly right-of-way of Temple Avenue, said point being the POINT OF BEGINNING.

Said tract or parcel contains 7.06 Acres (307598 Square Feet), more or less.



[illegible]

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the 17th day of JUNE, 2025 in regular session assembled.

ATTEST:

Megan Shea
Megan Shea, City Clerk

REVIEWED AS TO FORM

C. Bradford Sears
C. Bradford Sears, Jr., City Attorney

Cleatus Phillips
Cleatus Phillips, City Manager

(ABSTENTION)
L. Keith Brady, Mayor

James J. Thomasson, III
James J. Thomasson, III, Mayor Pro-Tem

Cynthia E. Jenkins
Cynthia E. Jenkins, Councilmember

Rhodes H. Shell
Rhodes H. Shell, Councilmember

Raymond F. DuBose
Raymond F. DuBose, Councilmember

Dustin Koritko
Dustin Koritko, Councilmember

Paul Guillaume
Paul Guillaume, Councilmember

DONE, RATIFIED AND PASSED in regular session, on second reading this the _____ day of _____ 2025.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

James J. Thomasson III, Mayor Pro Tem

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



Planning & Zoning Department

To: Cleatus Phillips, City Manager
From: Tracy Dunnavant, Planning Director
Re: Second Readings on Rezoning Cases
Date: July 22, 2025

As you are aware, last month the City Council voted to approve rezoning applications for properties located at 147 Temple Avenue and 521 Newnan Crossing Bypass. After the meeting, one of the applicants' legal representatives pointed out language in our Zoning Ordinance that still requires a second reading for amendments that do not pass unanimously with all 7 votes. Their attorneys were concerned that failure to hold the second reading could impact the validity of their approval.

In speaking with the City Attorney, he indicated that the amendment addressing second readings which Council approved in November of 2024, mistakenly only pertained to ordinances included in the Code of Ordinances. Therefore, an additional amendment specifically citing the Zoning Ordinance will need to be adopted by the Council to change the process. The City Attorney is drafting such an ordinance but indicated that second readings would be needed for the two rezonings since they were approved prior to the new language being considered.

Please let me know if you have questions or need additional information.

Crown Four LLC and
W P South Acquisitions LLC
Land Lots 21, 43, and 44 5th
Land District
10.48 +/- Acres
521 and 531 Newnan Crossing
Bypass
Tax Maps 086 5044 017
086 5044 018

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY
LOCATED IN LAND LOT 21, 43 AND 44 OF THE 5TH LAND DISTRICT
LOCATED AT 521 and 531 NEWNAN CROSSING BYPASS,
IN THE CITY OF NEWNAN, GEORGIA**

WHEREAS, the owner of the property described herein has filed an application to rezone the property shown on Exhibit "A" from the City of Newnan Zoning Classification CCS (Community Shopping Center District) to MXD (Mixed use Development District); and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 17th day of June, 2025; and

WHEREAS, after the above-referenced public hearing, the City Council has determined the re-zoning of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised as follows:

Section I. That the property described on Exhibit "A" attached hereto and by reference made a part hereof be rezoned MXD (Mixed Use Development District) subject to the following conditions:

1. The project will be consistent with the plan, density, project data, amenities, proffered conditions and architectural details attached hereto as Exhibit "C" as provided as part of the application which is incorporated herein by reference and the Rezoning Master Plan attached hereto as Exhibit "B".
2. Approval of the Rezoning Master Plan through the rezoning process does not relieve the applicant from meeting the requirements set forth in the City of Newnan's Tree Preservation and Landscape Ordinance.

Section II. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section III. Should any phrase, clause, sentence, or section of this Ordinance be deemed unconstitutional by a Court of competent jurisdiction, such determination shall not affect the remaining provisions of this Ordinance, which provisions shall remain in full force and effect.

Section IV. This ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the 17th day of JUNE, 2025 in regular session assembled.

ATTEST:

Megan Shea
Megan Shea, City Clerk

Reviewed:

C. Bradford Sears, Jr.
C. Bradford Sears, Jr., City Attorney

Cleatus Phillips
Cleatus Phillips, City Manager

(ABSTENTION)
L. Keith Brady, Mayor

James J. Thomasson III
James J. Thomasson III, Mayor Pro-Tem

(NAY)
Cynthia E. Jenkins, Councilmember

Rhodes H. Shell
Rhodes H. Shell, Councilmember

Raymond F. DuBose
Raymond F. DuBose, Councilmember

(NAY)
Dustin Koritko, Councilmember

Paul Guillaume
Paul Guillaume, Councilmember

LEGAL DESCRIPTION

OVERALL TRACT

EXHIBIT	<u>A</u>
PAGE	<u>1</u> OF <u>5</u>

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 21, 43, and 44, of the 5th District, City of Newnan, Coweta County, Georgia and being more particularly described as follows:

BEGIN at a set 1/2 inch rebar with cap, said rebar having coordinates of North 1,230,881.3 and East: 2,114,803.4, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located on the northeasterly right of way line of Newnan Crossing By-Pass (variable public right of way), said rebar being the TRUE POINT OF BEGINNING;

THENCE leaving said northeasterly right of way of Newnan Crossing By-Pass and proceed N78°42'33"E a distance of 765.02 feet to a found iron pin with cap; thence S00°41'16"W a distance of 270.21 feet to a found iron pin with cap; thence S00°41'32"W a distance of 586.20 feet to a set 1/2 inch rebar with cap near the base of the tree; thence S89°58'52"W a distance of 305.02 feet to a found iron pin with cap on said northeasterly right of way of Newnan Crossing By-Pass; thence along said northeasterly right of way the following courses and distances: along a curve turning to the left with an arc length of 75.25 feet, having a radius of 584.56 feet, being subtended by a chord bearing of N26°58'29"W, and a chord length of 75.20 feet to a found right of way monument; N40°33'00"W a distance of 72.53 feet to a set 1/2 inch rebar with cap; along a curve turning to the left with an arc length of 76.08 feet, having a radius of 669.29 feet, being subtended by a chord bearing of N39°41'26"W, and a chord length of 76.04 feet to a set 1/2 inch rebar with cap; N42°42'01"W a distance of 120.05 feet to a set 1/2 inch rebar with cap; N37°18'00"W a distance of 98.79 feet to a found right of way monument; N42°42'53"W a distance of 129.83 feet to a found right of way monument disturbed; N39°22'08"W a distance of 66.93 feet to a found right of way monument; N05°10'39"W a distance of 150.06 feet to a set 1/2 inch rebar with cap; N17°27'15"W a distance of 65.65 feet to a set 1/2 inch rebar with cap, said rebar being the TRUE POINT OF BEGINNING.

Tract or parcel contains 456,376 square feet or 10.477 acres.

LEGAL DESCRIPTION

TRACT 1

EXHIBIT	<u>A</u>
PAGE	<u>2</u> OF <u>5</u>

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 43 and 44, of the 5th District, City of Newnan, Coweta County, Georgia and being more particularly described as follows:

BEGIN at a set 1/2 inch rebar with cap, said rebar having coordinates of North 1,230,881.3 and East: 2,114,803.4, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located on the northeasterly right of way line of Newnan Crossing By-Pass (variable public right of way), said rebar being the TRUE POINT OF BEGINNING;

THENCE leaving said northeasterly right of way of Newnan Crossing By-Pass and proceed N78°42'33"E a distance of 765.02 feet to a found iron pin with cap; thence S00°41'16"W a distance of 270.21 feet to a found iron pin with cap; thence S67°43'59"W a distance of 530.20 feet to a found right of way monument on said northeasterly right of way of Newnan Crossing By-Pass; thence along said northeasterly right of way the following courses and distances: N42°42'53"W a distance of 129.83 feet to a found right of way monument disturbed; N39°22'08"W a distance of 66.93 feet to a found right of way monument; N05°10'39"W a distance of 150.06 feet to a set 1/2 inch rebar with cap; N17°27'15"W a distance of 65.65 feet to a set 1/2 inch rebar with cap, said rebar being the TRUE POINT OF BEGINNING.

Tract or parcel contains 236,010 square feet or 5.418 acres.

Ord. No. 2025-16
Page 4 Of 10

LEGAL DESCRIPTION

TRACT 2

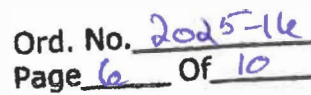
EXHIBIT	<u>A</u>
PAGE	<u>3</u> OF <u>5</u>

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 21, 43, and 44, of the 5th District, City of Newnan, Coweta County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING COMMENCE at a set 1/2 inch rebar with cap, said rebar having coordinates of North 1,230,881.3 and East: 2,114,803.4, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located on the northeasterly right of way line of Newnan Crossing By-Pass (variable public right of way); thence leaving said northeasterly right of way of Newnan Crossing By-Pass and proceed N78°42'33"E a distance of 765.02 feet to a found iron pin with cap; thence S00°41'16"W a distance of 270.21 feet to a found iron pin with cap, said rebar being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established thence S00°41'32"W a distance of 586.20 feet to a set 1/2 inch rebar with cap near the base of the tree; thence S89°58'52"W a distance of 305.02 feet to a found iron pin with cap on said northeasterly right of way of Newnan Crossing By-Pass; thence along said northeasterly right of way the following courses and distances: along a curve turning to the left with an arc length of 75.25 feet, having a radius of 584.56 feet, being subtended by a chord bearing of N26°58'29"W, and a chord length of 75.20 feet to a found right of way monument; N40°33'00"W a distance of 72.53 feet to a set 1/2 inch rebar with cap; along a curve turning to the left with an arc length of 76.08 feet, having a radius of 669.29 feet, being subtended by a chord bearing of N39°41'26"W, and a chord length of 76.04 feet to a set 1/2 inch rebar with cap; N42°42'01"W a distance of 120.05 feet to a set 1/2 inch rebar with cap; N37°18'00"W a distance of 98.79 feet to a found right of way monument; thence leaving said northeasterly right of way and proceed N67°43'59"E a distance of 630.20 feet to a found iron pin with cap, said rebar being the TRUE POINT OF BEGINNING.

Tract or parcel contains 220,366 square feet or 5.059 acres.



[illegible]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

[illegible]

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1. The first part of the document is a list of names and their corresponding dates of birth. The names are: John Doe, Jane Doe, and John Doe. The dates of birth are: 1/1/1900, 2/2/1901, and 3/3/1902.

1. The first part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

2. The second part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

3. The third part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

4. The fourth part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

5. The fifth part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

6. The sixth part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

7. The seventh part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

8. The eighth part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

9. The ninth part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

10. The tenth part of the document is a letter from the President of the United States to the President of the Senate, dated January 1, 1901. The letter is signed by William McKinley and is addressed to John D. Long. The letter is a copy of a letter that was sent to the President of the Senate by the President of the United States.

[illegible][illegible][illegible][illegible][illegible]

1. What is the source of the information that the CIA is spying on the Soviet Union?
The source of the information is the CIA's own intelligence gathering efforts, which include the use of spies, satellites, and other methods of gathering information.

1. *Adaptation of the model to the specific situation*
 2. *Identification of the variables to be measured*
 3. *Design of the measurement instrument*
 4. *Validation of the measurement instrument*
 5. *Implementation of the measurement instrument*
 6. *Analysis of the data*
 7. *Interpretation of the results*
 8. *Reporting of the results*
 9. *Evaluation of the research process*
 10. *Dissemination of the results*

1. The first of these is the fact that the Commission has not yet received a response to its request for information from the Government of the United Kingdom regarding the situation in the Falkland Islands. This is a matter of concern to the Commission and it is hoped that the Government will provide the necessary information in the near future.

1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Index*
 9. *Table of Contents*
 10. *Abstract*
 11. *Summary*
 12. *Key Words*
 13. *Keywords*
 14. *Subject Headings*
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1. The first part of the document is a letter from the author to the editor of the journal. The letter is dated 1972 and is addressed to the editor of the journal. The author is a member of the editorial board of the journal and is writing to inform the editor of the journal of the author's resignation from the editorial board. The author states that the author has decided to resign from the editorial board of the journal because the author is no longer able to devote the time and effort required to perform the duties of a member of the editorial board. The author also states that the author is still a member of the journal and will continue to read the journal and contribute to the journal as a member. The author concludes the letter by expressing the author's appreciation for the editor's understanding and support.

1. What is the purpose of the study?
 The purpose of the study is to investigate the effect of the independent variable on the dependent variable.
 The study aims to determine whether there is a significant difference between the two groups.
 The study also aims to explore the relationship between the two variables.

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1. The first part of the report is a summary of the work done during the year. This includes a list of the projects completed, a description of the work done on each project, and a summary of the results of the work.

[illegible][illegible]

Figure 1. A schematic diagram of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group received a standard training program, while the experimental group received a modified training program. The subjects were then tested on a series of tasks, and their performance was compared between the two groups.

1. The first step is to identify the problem. In this case, the problem is that the company is not making enough profit.

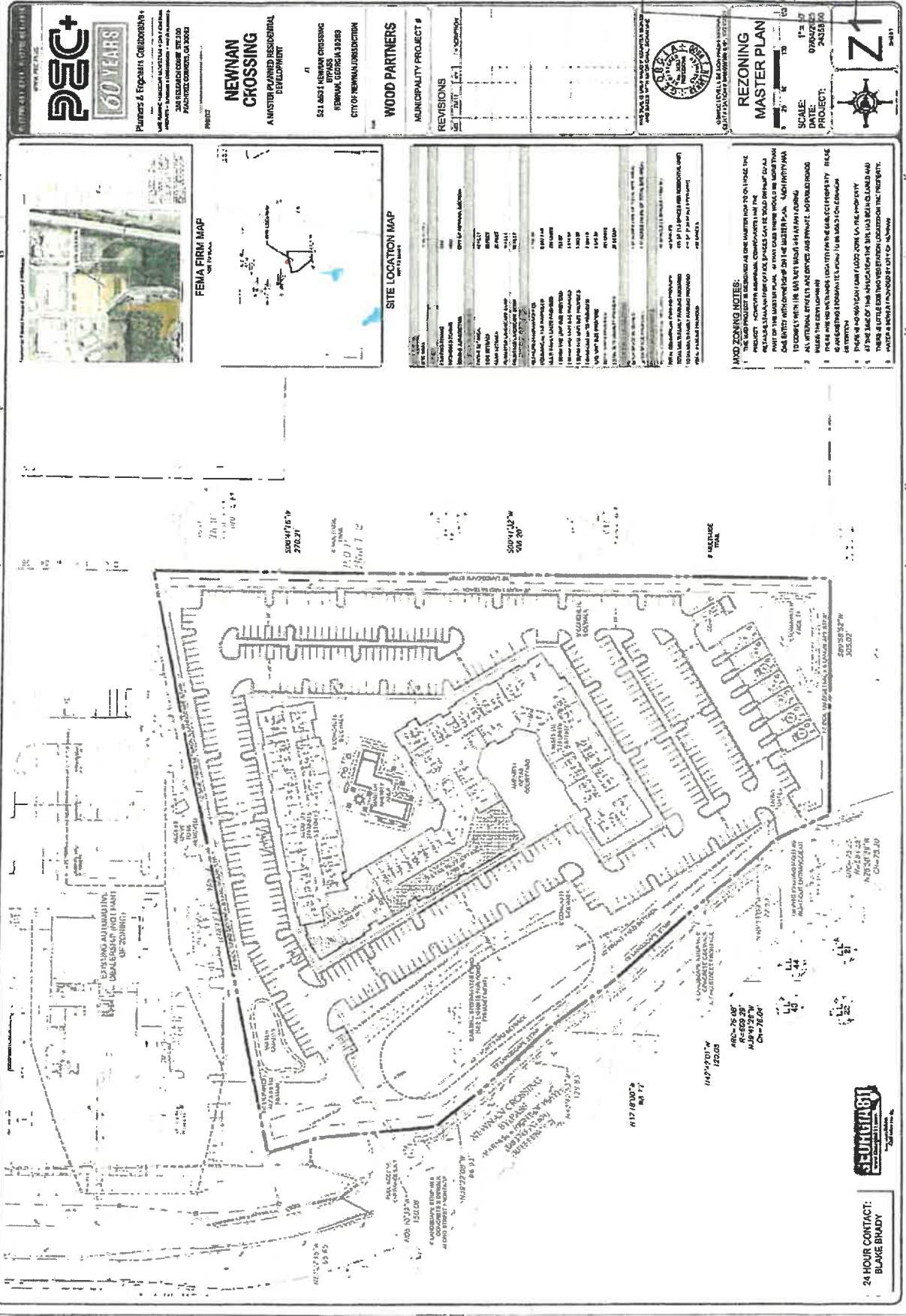
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APARTMENT AND RETAIL ARCHITECTURAL DETAIL



EXHIBIT C
PAGE 1 OF 2

TOWNHOUSE ARCHITECTURAL DETAIL



DONE, RATIFIED AND PASSED in regular session, on second reading this the _____ day of _____ 2025.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

James J. Thomasson III, Mayor Pro Tem

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



To: Mayor and Council
Date: July 22, 2025
Agenda Item: Consideration of Request to Release Bids for Curb and Stormwater Improvements on Woodlane Drive
Prepared By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council will receive an update on the status of the design of stormwater improvements to Woodlane Drive and recommend future activities.

Background:

Newnan City Council, at the January 28, 2025 City Council Meeting, voted to engage Columbia Engineering to perform certain design services related to the installation of stormwater improvements, including but not limited to site work, stormwater pipe construction, utility pipe installation and associated roadway paving.

In June 2025, staff from Columbia Engineering provided 75% Construction Documents as well as a more up-to-date cost estimate to perform the aforementioned improvements.

The current estimate of probable cost is \$209,345 (see attached document).

Funding:

SPLOST

Recommendation:

Newnan City Council may provide direction.

If the Newnan City Council remains desirous of making the improvements, as proposed, City staff will develop a Request for Proposals (RFP) based upon the design documents being completed by Columbia Engineering. Thereafter, City staff will return to the Newnan City Council with a potential Contract Award.

Attachments:

1. Woodlane_concept cost estimate

Previous Discussion with Council:

Newnan City Council discussed the Woodlane Drive project in December 2024 and January 2025.

WOODLANE DRIVE IMPROVEMENTS - NEWNAN

Estimate of probable cost



Line #	Specification	Description	Quantity	Unit	Unit Cost	Total
Civil General Site Items						
1	011000	General Requirements and Mobilization	1	LS	\$ 15,764.01	\$ 15,764.01
2	311100	Site Clearing	0.56	AC	\$ 15,000.00	\$ 8,460.16
3	312300	Excavation and Fill	113	CY	\$ 75.00	\$ 8,490.71
4	312500	Silt Fence Type A	1170	LF	\$ 3.37	\$ 3,941.43
5	312500	Temporary Grassing and Mulch (DS1/DS2)	0.13	AC	\$ 2,800.00	\$ 367.70
6	312500	Inlet Protection	6	EA	\$ 300.00	\$ 1,800.00
7	312500	Slope Stabilization/ Erosion Control Matting/Maintenance	5720	SY	\$ 2.50	\$ 14,300.88
8	334100	Storm Utility Drainage Piping, 18" RCP Pipe	305	LF	\$ 89.11	\$ 27,182.47
9	334913	Precast Stormwater Structures	7	EA	\$ 6,500.00	\$ 45,500.00
10	334913	Tie to Existing Stormwater Structures	1	EA	\$ 1,000.00	\$ 1,000.00
Roadway						
Paving & Pavement Marking						
11	321423	Asphalt Unit Paving, Mill and Inlay	1718	SY	\$ 7.98	\$ 13,709.90
12	321423	Asphalt Unit Paving, Widening	78	CY	\$ 89.11	\$ 6,951.43
13	321633	Driveways	65	SY	\$ 81.27	\$ 5,272.95
14	321723	Pavement Marking, 6" Double Yellow	669	LF	\$ 1.98	\$ 1,324.62
15	321723	Pavement Marking, 24" Stop Bar	9.94	LF	\$ 9.45	\$ 93.93
16	321723	Pavement Marking, Hwy Sgn, Tp1 Mat, Refl Sh TP 9	4.5	SF	\$ 23.17	\$ 104.27
17	321723	Pavement Marking, Hwy Sgn, Tp1 Mat, Refl Sh TP 11	6.25	SF	\$ 23.76	\$ 148.50
18	321723	Pavement Marking, Galv steel posts, TP 7	14	LF	\$ 12.96	\$ 181.44
Concrete Paving/Curb						
19	321613	24" Concrete Curb and Gutter	1021	LF	\$ 35.00	\$ 35,719.64
20	321623	Sidewalk	14	SF	\$ 65.76	\$ 935.57

SUBTOTAL		\$ 190,314
10% Contingency		\$ 19,031
TOTAL		\$ 209,345

Motion to Enter into Executive Session

I move that we now enter into closed session as allowed by O.C.G.A. §50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing

And that we, in open session, adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law.

Motion to Adopt Resolution after Adjourning Back into Regular Session

I move that we adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the council meeting was within the exceptions provided by O.C.G.A. §50-14-4(b).