



## Newnan City Council Meeting

May 12, 2026

Newnan City Hall

Richard A. Bolin Council Chambers

25 LaGrange Street

2:30 PM

*City of Newnan Mission Statement: To provide cost-effective programs and services while continuously focusing on preserving and enhancing the quality of life that is enjoyed by all Newnan citizens*

---

### **CALL TO ORDER**

### **INVOCATION**

### **READING OF MINUTES**

- A. Minutes from Regular Meeting on April 28, 2026

### **REPORTS OF BOARDS AND COMMISSIONS**

- B. 1 Appointment - Christmas Commission, 3-year term
- C. 1 Appointment - Development Authority, 4-year term
- D. 1 Appointment - Urban Redevelopment Agency, 3-year term

### **REPORTS ON OPERATIONS BY CITY MANAGER**

### **REPORTS AND COMMUNICATIONS FROM MAYOR**

### **NEW BUSINESS**

- E. Consideration of a Contract Award for Sidewalk Repair and Replacement at various locations.
- F. Communications Assessment Presentation by Nikki Perry
- G. Consideration of a Resolution Authorizing Participation in an Amicus Brief in the Chang V. City of Milton Appeal
- H. Election of GMA's District 4 Officers for 2026-2027
- I. Discussion regarding Cemetery Ordinance Updates as proposed within the Cemetery Master Plan
- J. Consideration of Contract Award for Pedestrian Safety, Walkability, & Multimodal Transportation Study

### **UNFINISHED BUSINESS**

### **VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS**

- K. Request from the Newnan-Coweta Humane Society to close part of Savannah St. on November 7, 2026 from 2pm - 9pm for event at The Reserve at Line Creek

- L. Request from Joe Wright to extend closure of Madison St. between Jackson St. and Jefferson St. on June 6, 2026 until 7pm for Annual Poker Run
- M. Request from Chad Smith and Casey Smith to extend restaurants to sidewalks to provide goods and services during Porchfest event on May 30th from 12pm - 9pm

**MOTION TO ENTER INTO EXECUTIVE SESSION**

- N. Motion to Enter into Executive Session

**ADJOURNMENT**

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, April 28, 2026 at 6:30p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor James Shepherd presiding.

**PRESENT**

Mayor James Shepherd: Council members present: Scott Berta, Jim Thomasson, Jennifer Morrison, 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.

**CALL TO ORDER**

Mayor Shepherd called the meeting to order. Pastor Joel Dover from Calvary Chapel in Newnan delivered the invocation.

**READING OF MINUTES**

**A. Minutes from the Regular Meeting on April 14, 2026**

Councilman Koritko stated that a correction was needed. Item F was missing the name of the councilperson who seconded one of the appointments.

Motion by Councilman Thomasson, seconded by Councilwoman Morrison to dispense with the reading of the minutes of the Regular Meeting on April 14, 2026, and adopt them with the correction.

**MOTION CARRIED. (7-0)**

**B. Minutes from Work Session on April 14, 2026**

Motion by Councilman Thomasson, seconded by Councilwoman Morrison to dispense with the reading of the minutes of the Work Session on April 14, 2026, and adopt them as presented.

**MOTION CARRIED. (7-0)**

**REPORTS OF BOARDS AND COMMISSIONS**

**C. Recognition of Newnan Youth Council Graduates**

First, Councilwoman Jenkins acknowledged the members of the Newnan Youth Council who were in attendance to fulfill their one meeting requirement. Kathryn Ross Pass and Liam Bulford.

Councilwoman Jenkins first recognized the adults who work with the students. She thanked Mike Furbush, who has been the Director and Staff Liaison for about 18 years and the members of the Newnan Youth Activities Commission who were in attendance.

Mayor Shepherd, Councilwoman Jenkins and Roy Garner, Chairman of the Newnan Youth Activities Commission announced the graduating seniors and their future plans. They were presented with certificates and honor cords. Graduating Seniors: Margaret Gail Barron, Macie Bohannon, Liam Bulford, Naomi Craft, Jordin Guy, Davis Markham, Lila McDowell, Francesca Parker, Rhea Patel, Olivia Rodriguez, Corinne Terrell, Brayden Williamson and Sarah Helen Zachry.

**D. 1 Appointment – Christmas Commission, 3-year term**

Continue to next agenda.

**E. 1 Appointment – Development Authority, 4-year term**

Continue to next agenda.

**F. 1 Appointment – Newnan Urban Redevelopment Agency, 3-year term**

Motion by Mayor Pro Tem Berta, seconded by Councilwoman Jenkins to re-appoint Frank Farmer for another term.

**MOTION CARRIED. (7-0)**

**Off Agenda**

Motion by Councilwoman Morrison, seconded by Councilwoman Jenkins to appoint Ryan Brooks to the Downtown Development Authority.

**MOTION CARRIED. (7-0)**

**REPORTS ON OPERATIONS BY CITY MANAGER**

Mr. Phillips gave an update on research that he and Mr. Sears have been doing regarding Council's request last meeting regarding meeting procedure. He hopes to give a report at the second meeting in May.

**REPORTS AND COMMUNICATIONS FROM MAYOR**

Mayor Shepherd reminded everyone about the Comprehensive Plan survey online with Friday being the last day to participate. He also noted that today was the first day for early voting and encouraged everyone to go vote.

**NEW BUSINESS**

**G. Public Hearing – Consideration of Demolition Application for structure at 153 Temple Ave.**

Bryan Partin, Chief Building Official, stated that this structure is a small parcel that is part of a larger development that was overlooked. It has no purpose or value for the project.

Motion by Councilman Thomasson, seconded by Councilman Koritko to approve the demolition request.

**MOTION CARRIED. (7-0)**

**H. Consideration of Contract Award for Full Depth Reclamation and Paving – LRA2025**

Michael Klahr, City Engineer, said this is for full depth reclamation for streets around Newnan High School. There were 8 bids received and MHB Paving was the lowest bid at \$1,269,425.58. The funding from GDOT is \$607,912.90 and there is no match requirement.

Councilman Guillaume asked what the completion time frame would be? Mr. Klahr said this is in conjunction with the LINC project and the scope is to be substantially completed by the time school starts in August.

Motion by Councilwoman Morrison, seconded by Councilman Guillaume to approve the contract award as presented.

**MOTION CARRIED. (7-0)**

**I. Consideration of Resolution to grant a waiver to the City of Newnan Leisure Services department, on behalf of the Newnan Cultural Arts Commission, to allow for possession and consumption of alcoholic beverages at the Newnan Centre Amphitheatre during 2026 Jazz in the Park concert series**

Brent Snodgrass, Leisure Services Director, explained that this allows for a brown bag policy at the Jazz in the Park events. This was done last year, with the move to the Newnan Centre due to construction at Greenville St. Park.

Motion by Councilwoman Jenkins, seconded by Councilwoman Morrison to adopt the resolution as presented.

**MOTION CARRIED. (7-0)**

**J. NURA Request to Expand Project Boundaries and Eligible Activities for the Murray St. Workforce Housing Project and Contingency Use of ARPA Funds**

Gerald Walton, Chairman of the Newnan Urban Redevelopment Agency (NURA) presented the request on behalf of the agency. Councilwoman Jenkins asked where they want to expand to and what activities? Mr. Walton said they want to expand to Chalk Level and Rocky Hill, if they can find lots to buy.

Andrew Moody, Special Projects Manager, said this would expand all NURA boundaries with activities that are already in progress in Chalk Level and Rocky Hill and this would open the door for Westgate. Mr. Walton said this would also be to clean up some of the existing lots, so they are ready to go.

Councilman Guillaume asked about price ranges and Mr. Moody said ideally, they want to keep them the same as they did with the Murray St. houses. There is also a need for 3-bedroom homes so that may increase the price point. They are also bound by income requirements.

Motion by Councilwoman Jenkins, seconded by Councilwoman Morrison to approve the request as presented.

**MOTION CARRIED. (7-0)**

**UNFINISHED BUSINESS**

**K. Public Hearing – Annexation Request Annex2025-02; Request to Annex and Rezone 122.64 + acres off Green Top Road**

Tracy Dunnivant, Planning Director, said this is the second phase of the Everhour subdivision and this was discussed at the Work Session on April 14<sup>th</sup>. It would be 235 single-family detached, fee-simple homes. The developer is proposing 3 pods, consisting of a Ranch Pod with 28 homes, a Traditional Pod with 160 homes and an Estate pod with 47 homes. Sales prices would range from \$460,000 – \$690,000 and rentals capped at 10%. Pool and cabana are provided in phase 1 and phase 2 would have an entrance pocket park, walking trails and gathering space.

The property is currently zoned RC in the County, which would permit 76 units. The County did withdraw their objection, with establishment of conditions that are in the agreement. The area is identified as priority development area for future land use by the County. The requested zoning is PDR, which is consistent with the two adjacent developments. A traffic study was conducted as part of the DRI process and system improvements were recommended. The County will be given \$6, 950 per lot to assist with three intersection improvements.

This development would put a strain on police and fire resources, as well as school capacity. Newnan Utilities said there was sufficient capacity with water and sewer for the development. Staff felt the project meets 5 of the 8 zoning standards. The standards met were that the proposed use is suitable with surrounding development, compatible with the County's Comprehensive Plan, consistent with the PDR district intent, supported by emerging conditions and a reasonable balance of public welfare and property rights. The standards not met were adverse impact in terms of traffic, property could be developed as currently zoned and the project would have significant impact on public services.

The Planning Commission voted unanimously 6-0, with one abstention, to recommend denial. Ms. Dunnivant read the staff recommended conditions, if the project was approved.

Mayor Shepherd opened the public hearing.

**Applicant:**

Mr. Chuck Conerly, representing the Pulte Group (developer) and NCTI, LLC (property owner and applicant), addressed questions that had come up in the work session. The first question was why annex into the city. Mr. Conerly said as Phase 1 was already annexed into the city, they want the development to have a larger sense of community and continuity. This would also help with marketing the project. There is an agreement already between the developer, the city and the Coweta County Water & Sewer authority, for Newnan Utilities to service this project. They have also secured two easements from CSX.

Pulte is the third largest homebuilder in the country and Coweta County has a shortage of single-family homes.

As discussed in the work session, the developer had agreed to a 10% rental cap and Council asked them to consider lowering that. They would keep the rental cap at 10% but add a hardship provision, which would preclude investor renters. Mr. Conerly said they recently added a condition to not apply for a land disturbance permit until November 2027 and that is to lessen any burden on infrastructure with other developments being built.

Opposition:

Mr. Frank Banta, a resident of Heritage Hills whose property abuts this development, expressed his concerns. He said that Green Top Road is less than a mile long between Herring Rd. and Highway 29 and he thinks this will cause grid lock traffic. Traffic has already multiplied and homes in Everhour haven't even been built yet. He asked Council to not approve this annexation.

Mr. Bob Ziffle, a resident of nearly 53 years, expressed his concerns. He said there have been numerous reviews and public hearings over the past decade related to the Green Top Road property and there has always been overwhelming public opposition. The opposition is always related to the higher density. The Green Top Road properties are not connected to the city by any means, and the annexation will only create a city island in the county. He said only the property owner and developer would benefit from this being approved. He asked Council to not approve this annexation.

Rebuttal:

Mr. Conerly said that the traffic issue has been studied and recommendations were made to mitigate it. The developer has agreed to contribute money to those recommendations. He also said that even under the county this area is designated for this density.

Councilman Guillaume commented that this wouldn't be an island, as there is a touch point with the city. Mr. Rick Martin with Pulte Group said yes, there are two touchpoints. Councilman Guillaume also commented that traffic cannot be the sole reason for denying a project and Mr. Sears confirmed there is case law that says that.

Councilman Guillaume asked what affect phase 2 has on phase 1? Mr. Martin said it was purposely designed with certain entry and exit points to help with traffic. Pulte also has a family-centric design that has been successful, offering 3 different products for all phases of life.

Mayor Shepherd asked how to access the property from the city and Ms. Dunnavant said you cannot without going on county roads. Councilman Guillaume stated that there is precedent already set in District 1 on Parks Rd.

Mayor Shepherd closed the public hearing.

Motion by Councilwoman Jenkins, seconded by Councilman Guillaume to accept the report from the Planning Commission.

**MOTION CARRIED. (7-0)**

Councilwoman Jenkins stated that this project is not in the best interest of the city. Councilman Koritko commented that city services are already going out there. Councilman Guillaume said he agreed with Councilman Koritko and that phase 2 fits with phase 1.

Motion by Councilman Guillaume, seconded by Councilman Koritko to approve the annexation request.

**MOTION FAILED. (2-5)**

**L. Consideration of an Ordinance to Amend Chapter 3, Alcoholic Beverages, Article II, Licensing Procedures**

Mr. Phillips explained that there was previous discussion to remove Council approval of licenses and that ended up effecting several sections of the ordinance. The recommendation is to delete the section in its entirety and adopt the new version. An appeal process was put in, in case an applicant is denied they can appeal to Council.

Motion by Councilwoman Morrison, seconded by Councilman Thomasson to adopt the ordinance as presented.

**MOTION CARRIED. (7-0)**

**M. Consideration of an Ordinance to Amend the Code of Ordinances, Chapter 2 Administration, Article VI Purchasing**

Ms. Kelsey said that this removes two council members from having to open bids and there have been some changes to state law for public works purchasing. Ms. Kelsey went over the highlights of the administrative changes including some position changes, bidding process and thresholds. She pointed out that all of these are approved through the budget process. Anything over \$100,000 will still come to Council for approval.

Mayor Shepherd asked about the time that this will save staff. Ms. Kelsey said it would save time when items are needed and not delay that.

Motion by Councilman Guillaume, seconded by Councilman Thomasson to adopt the ordinance as presented.

**MOTION CARRIED. (7-0)**

**VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS**

**N. Request from Tony Caro with Red Letter Merchant to block two parking spaces on W. Washington St. on May 9, 2026 from 2pm-8pm**

Mr. Tony Caro explained that he wants to set up tables and chairs for his 7-year anniversary and will have live music and giveaways. He said he will let the neighbors know ahead of time. He has started hosting a market at Line Creek Brewing and would like to start doing more community events.

Councilman Thomasson commented that looking forward maybe Council needs to look at charging for blocking parking spaces for events, as they do for construction.

Motion by Councilwoman Jenkins, seconded by Councilman Thomasson to approve the request as presented.

**MOTION CARRIED. (7-0)**

**O. Request from Porchfest organizers to extend street closures to accommodate a family-friendly area with First Baptist Church**

Ms. Kris Youmens, one of the Porchfest organizers, explained they are requesting the additional closure on Brown St. so that First Baptist Church can participate in their event. The church will set up tables and chairs and open their restrooms to the community. Porchfest has worked with the city on this and confirmed with businesses on Madison St. that they won't need access.

Motion by Councilman Koritko, seconded by Councilman Thomasson to approve the request as presented.

**MOTION CARRIED. (7-0)**

**ADJOURNMENT**

Motion by Councilman Koritko, seconded by Councilwoman Jenkins to adjourn the meeting at 8:01 pm.

**MOTION CARRIED. (7-0)**

---

Megan Shea, City Clerk

---

James Shepherd, Mayor



**To:** Mayor and Council  
**Date:** May 12, 2026  
**Agenda Item:** Consideration of a Contract Award for Sidewalk Repair and Replacement at various locations.  
**Prepared By:** Ray Norton, Public Works Director

---

**Purpose:**

Newnan City Council may consider a contract award for Sidewalk Repair and Replacement at various locations.

**Background:**

On February 24, 2026, the City of Newnan issued an Invitation to Bid to repair or replace sidewalk sections that were uneven, broken or missing.

On April 4, 2026, the City of Newnan received six responses to the Invitation to Bid. CSG LLC was the lowest responsive bidder.

**Funding:**

General Fund

**Recommendation:**

Staff recommends awarding the contract to  
CGS LLC  
6040 Dawson Blvd Suite K  
Norcross GA, 30093.

**Attachments:**

1. Newnan Sidewalks CGS
2. CGS corrected submittal
3. 04152026\_BID OPENING\_ Sidewalk Repair and Replacement Tuesday, A

**Previous Discussion with Council:**

N/A

# Sidewalk Repair and Replacement



**6040 Dawson Blvd Suite K, Norcross, GA 30093**

***Email:*** Info@cgscontractors.com

***Phone:*** 404-234-0248

***Web:*** www.cgscontractors.com

***Primary Contact:*** Joaquin Contreras - 678-755-8892 - Joaquin@cgscontractors.com

***Project Manager:*** Andres Villa - 678-360-0685 - Andres@cgscontractors.com





CGS  
6040 Dawson Blvd. Suite K  
Norcross GA 30093  
404-234-0248  
[www.cgscontractors.com](http://www.cgscontractors.com)  
[www.cgswaterproofing.com](http://www.cgswaterproofing.com)

## Cover Letter & Statement of Interest

---

Dear Selection Committee,

CGS LLC is pleased to submit our interest in working together. We are a Georgia-based, minority-owned contractor with deep experience delivering municipal concrete projects on schedule, with clear communication and rigorous safety.

### Why CGS LLC

- **GDOT Certified:** CGS LLC is **GDOT-certified** and experienced working under GDOT standards and local supplements, with bonding and insurance in place.
  - a. Prime Contractor **Vendor ID: 18456**
- **Public-sector delivery:** We coordinate traffic control, business and driveway access, inspections, and pay applications smoothly on active city corridors.
- **Quality and safety:** OSHA-trained crews, site-specific safety plans, daily QC photos, and clean site management from mobilization through closeout.
- **Documentation and compliance:** E-Verify, SAVE affidavits, and complete submittal/pay-app packages are standard in our workflow.

### Relevant Experience ( concrete capability)

- **City of Brookhaven-** ADA compliant Sidewalk project Phases I & II
- **City of Doraville-** Curb and Gutter Project
- **City of Doraville-** Peachtree Industrial sidewalk project
- **Municipal concrete/ADA programs** across metro Atlanta (demo and replacement panels, ramps, header curb, and drive aprons).

### Certifications & Credentials

- **Minority-owned and certified** Georgia contractor
- **GDOT-certified contractor**
- **Roofing manufacturer credentials: GAF and IKO**
- OSHA-trained workforce; **E-Verify** compliant; drug-free workplace
- Performance and payment bonds available

Thank you for your consideration. We welcome the opportunity to partner with City of Chambee and are available to provide references, project photos, or any additional information you may need.

Sincerely,

**Joaquin Contreras**, Principal

**CGS LLC**

6040 Dawson Blvd, Suite K, Norcross, GA 30093

[info@cgscontractors.com](mailto:info@cgscontractors.com) | 404-234-0248 | [cgswaterproofing.com](http://cgswaterproofing.com)

# Business Information

CGS is a minority certified family owned construction company with over ten years of experience. For the past ten years, we have been the "go to" contractors for the private sector, governmental agencies and individuals across Georgia. We have multiple crews available to complete everything from little repairs to a complete building remodel. While our foreman have many years of experience, we always make sure they have a project manager assign to every worksite to oversee the project. Our project manager will work alongside our foremen to complete all given projects in an efficient and exceeding manner. CGS provides more than just cutting-edge service. We deliver quality materials, efficient time management, sustainable practices, fair pricing, and an unbeatable experience.

Control No.: 15015533

**Point of Contact:** Joaquin Contreras  
*Contractor of the Year*  
*12 Years of Construction Experience*  
*10 Years with CGS*

**STATE OF GEORGIA**  
Secretary of State  
Corporations Division  
313 West Tower  
#2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

**GDOT Prime Contractor Certification:**  
Prime Contractor Vendor ID: **18456**  
Approved to perform concrete and related civil work under Georgia Department of Transportation standards.

## CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**CGS LLC**  
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **January 30, 2015** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on February 13, 2015

**E-mail:** Info@cgstractors.com  
**Telephone:** 404-234-0248  
**Address:** 6040 Dawson Blvd Suite K  
Norcross, GA 30093  
**Number of years in business:** 10  
**Contractor License Number:** GCQA003051  
**Utility Contractor:** UC301817  
**E-verify:** 1414547  
**GDOT Number:** 2992970  
**GDOT PREQualification:** 18456  
**D-U-N-S® Number:** 106601835  
**State:** Georgia  
**Ownership:** Domestic Limited Liability Company



*B.P.K.*  
Brian P. Kemp  
Secretary of State

Only valid at this location and when location conforms to Gwinnett County Ordinance



**Gwinnett County Licensing and Revenue**  
446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046



**DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW**

<b>Date Issued:</b>	February 18, 2026	<b>Certificate Number:</b>	2026190190
<b>Expires:</b>	March 31, 2027	<b>Fee:</b>	\$1,036.00
<b>Business Name:</b>	CGS LLC		
<b>Description:</b>	All Other Specialty Trade Contractors		

**2026**  
Not Transferable

**Business Location**  
6040 DAWSON BLVD  
STE F  
NORCROSS GA 30093-1258

**MAIL TO:**  
CGS LLC  
6040 DAWSON BLVD K  
NORCROSS GA 30093-1249

# Project Team and Personnel Capabilities

---

## Joaquin Contreras

6040 Dawson Blvd Suite K  
Norcross, GA 30093  
678-755-8892  
Joaquin@cgscontractors.com

### EXPERIENCE

**CGS LLC , Georgia (Norcross) — Owner**

2015- Present

CGS LLC is a general contracting company. Our main priority is ensuring we offer the best prices and quality work for our customers. In my career, spanning over 10 years, I have amassed extensive experience working on a wide range of residential and commercial projects. From the foundations to the rooftops, my expertise encompasses various facets of the construction industry, including concrete, masonry, roofing, and a diverse array of other jobs.

### EDUCATION

**Georgia State University, Georgia (Atlanta) 2013—** Bachelors in Business Administration

### PROJECTS

**Decatur Legacy Park ADA Renovations for Williams and Gillespie Cottages - 5/2022**

CGS LLC played a pivotal role in the construction projects at Decatur Legacy Park. They successfully completed a diverse range of tasks, including the Stone Dairy Barn Pavilion Build-Out, restroom renovations at the Gillespie and Williams Cottages, and the installation of wheelchair ramps for enhanced accessibility. Throughout these projects, CGS showcased their expertise in concrete work, carpentry, plumbing, flooring, and painting. Their commitment to quality craftsmanship and adherence to project timelines ensured successful project completion.

**General Contractor Services for Decatur School System- 2022 - Present**

CGS is the on-call contractors for Decatur Schools some of the concrete projects we have done for DSS include: Concrete parking lot for Decatur High School (15,000.00), Concrete ADA ramps at DHS (6,000.00)

### CERTIFICATIONS

**-GDOT Pre-Qualification**

### SKILLS

- Entrepreneurship
- Leadership
- Communication
- Creativity
- Problem solving
- Project management
- Team work
- Critical Thinking

### AWARDS

- CGS - Contractor of the Year 2021 (GHCA)
- GSC Minority Affairs Academic award - (2008)
- Latino Student Services and outreach program (2013)
- Minority Supplier Development Council

### LANGUAGES

- English
- Spanish



# Project Team and Personnel Capabilities

## Humberto Contreras

6040 Dawson Boulevard suite K  
Norcross GA 30093  
Humberto@cgscontractors.com

### EXPERIENCE

#### Banco de Crédito del Perú (Lima)- *System Engineer*

Typical tasks included creating system designs, defining system requirements, developing testing and validation plans, overseeing system integration, and troubleshooting issues that arise during development or deployment.

#### CGS LLC, Georgia (Norcross)— *Owner/ Lead Project Manager*

2015 - PRESENT

I have been in the construction industry for over two decades. I have vast knowledge and experience on exterior work such as concrete, masonry, and roofing. My proficiency extends to various aspects of concrete and masonry, including foundations, walls, floors, driveways, sidewalks, and more. I have a comprehensive understanding of different concrete mixes and their applications, along with the necessary tools and techniques required for each specific project. From pouring and leveling concrete to setting bricks and blocks, I take pride in creating solid and durable structures. When it comes to the field, I am one of our most crucial directors here at CGS. As the lead project manager director, I oversee the project superintendents at each job site. I make the final decision in implementation and coordinates our projects

### PROJECTS

#### Talley Field House Renovations 2023- Present

The renovations included the demolition of existing structures, sidewalks, and curbs. We were tasked to re-do all of the structures, sidewalks and curbs to enhance the aesthetic and quality of the new field house. We also implemented extensive erosion control measures to ensure our work and aesthetic is preserved for years to come.

### EDUCATION

#### University of Lima , Peru —bachelor's degree in Industrial Engineering

Program of study that focuses on the design, optimization, and management of complex systems, processes, and organizations. Industrial engineers apply scientific, mathematical, and engineering principles to improve efficiency, productivity, and profitability in a wide range of industries, including manufacturing, healthcare, transportation, logistics, and service.

### SKILLS

- Entrepreneurship
- Leadership
- Creativity
- Problem Solving
- System Development

### AWARDS

CGS Waterproofing Contractor of the year (GHCA 2021)

### LANGUAGES

- Spanish
- English



# Project Team and Personnel Capabilities: Project Manager

## **Carlos Andres Villa Rodriguez - Masonry Project Superintendent**

*Bachelors in International Business*  
**University of Medellin**

### **•Qualifications:**

Andres possesses extensive hands-on experience in the construction industry, with a dedicated focus on project management for concrete-related projects, masonry, and retaining walls. Over the course of five years, he has developed a strong skill set and deep understanding of the intricacies involved in these specialized areas. With an approach and unwavering commitment to quality, Andres consistently delivers exceptional results that exceed client expectations. His expertise and attention to detail make him a trusted professional in the construction field, well-equipped to tackle projects of various complexities with precision and excellence.

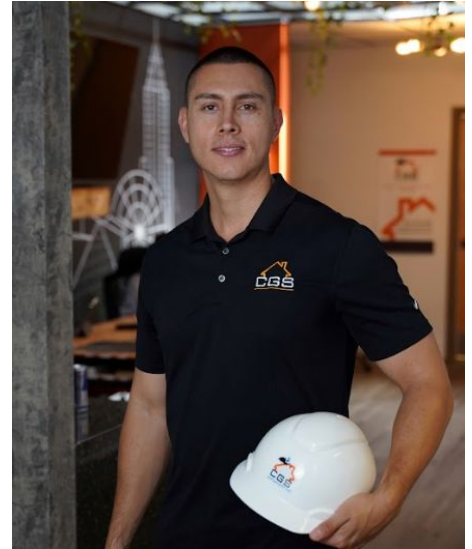
Andres boasts an impressive portfolio of project experience encompassing both private and public sector endeavors. His notable achievements include:

- **Caldwell Road Improvements – City of Brookhaven**  
Oversaw sidewalk, drainage, and concrete restoration scope, ensuring ADA compliance and timely completion.
- **ADA Ramp Improvement Projects – City of Brookhaven**  
Managed multiple phases totaling \$300,000, including demolition, grading, formwork, and ADA-compliant ramp installations across key intersections.
- **Curb and Gutter Replacement – City of Doraville**  
Directed full-scope curb and gutter replacements, traffic control coordination, and quality assurance for concrete restoration throughout city streets.
- **Peachtree Industrial Boulevard Improvements – City of Doraville**  
Supervised roadway and sidewalk enhancements, including concrete, grading, and storm drainage improvements along a high-traffic corridor.

These notable project experiences reflect Andres's versatility, adaptability, and unwavering commitment to delivering exceptional outcomes in the realm of concrete and construction. His contributions to these endeavors demonstrate his ability to tackle diverse challenges with finesse, elevating the standards of craftsmanship and leaving a lasting impact on the projects he undertakes.

### **Certifications:**

- **OSHA 30**
- **GDOT Prime Contractor**
- **ATSSA Flagger Certification**



# Project Team

---

## **Valeria Contreras - Project Coordinator / Office Manager**

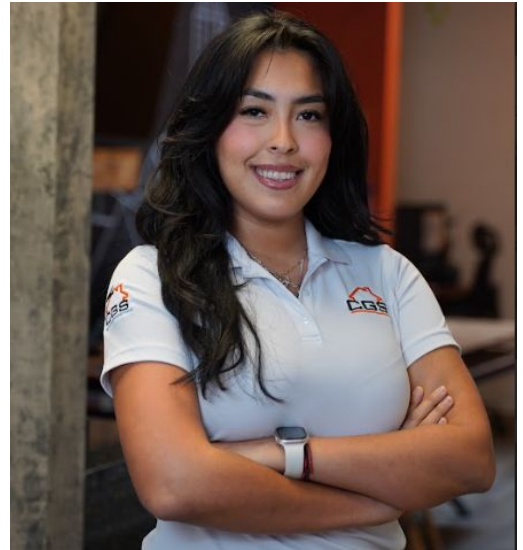
*Bachelors in Computer Information Systems*

**Georgia State University**

- Valeria is a highly organized and detail-oriented Construction Project Coordinator with a strong background in project coordination and optimization of workflows. Possesses extensive experience in managing construction projects, focusing on concrete and exterior work, and considering factors such as weather conditions, crew management, and material shipments.

- Demonstrates a commitment to ensuring projects are executed efficiently, on time, and within budget, while maintaining high standards of quality and safety.

- Once Valeria thoroughly reviews the assigned job scope, and understands its requirements and timelines she researches local weather patterns, considers key elements, determines optimal conditions, and develops contingency plans if needed. Once that is completed she assesses logistics, timing, and coordinates with purchasing and logistics team to ensure smooth material shipments aligned with the project schedule. Finally she collaborates with human resources, matches worker availability with project needs, and communicates schedules effectively.



## **Natalie Serna- Purchasing Director**

*Bachelors in Business Administration*

**University of West Georgia**

-Natalie Serna holds the critical role of Purchasing Manager for all construction jobs, overseeing the procurement of residential and commercial-grade materials such as wood, machine rentals, masonry and concrete. In this pivotal position, Natalie ensures the smooth and efficient acquisition of the necessary resources to support construction projects.

-Natalie's role is crucial in maintaining efficient inventory management, preventing delays in construction projects due to material shortages or delays. She monitors inventory levels, tracks deliveries, and coordinates with project managers to anticipate material needs, facilitating seamless operations and avoiding disruptions in the construction timeline.



## Project Team and Personnel Capabilities

---



**Rene Noussimie - Touko- General Contractor – Lic # GCQA003051**

With more than a decades of General Contracting experience. Rene has contributed a lot in CGS's success. He oversees building projects from initiation to completion. He has an innate ability to lead diverse teams. He is hands-on and works on the project to ensure that it is completed per specifications.

**Alexandra Serna - Accountant/Bookkeeper :** Alexandra is our bookkeeper and expeditor. She has proficient knowledge on Quickbook, Microsoft Office and Buildertrend. She has been working with CGS for half a decade to help CGS with its administrative needs.

**Diego Contreras- OSHA certified inspector:** Diego Contreras is the OSHA certified project manager. He has worked with CGS since it first opened and has made it his mission to ensure all projects are completed efficiently and safely. His role is to make sure that all workers are safe when they complete any projects. She has done a diligent job since our workers have not suffered any work-related injuries.

**Fiorella Dimeceli- Architect :** Fiorella is a Kennesaw State University graduate with a bachelor in Architecture. She has close to a decade in experience and will be contacted when any architectural services are needed.

# Organization's Chart

---



## References

---

1. City Schools of Decatur  
Crystal Evans  
cevans1@csdecaur.net  
404.319.7958
2. City of Norcross  
John Davis - Public Works  
jdavis@norcrossga.net  
770-550-2931
3. City of Decatur  
Felix Floyd - Facilities Superintendent  
felix.floyd@decaturga.com  
404-597-3217
4. Sundance Bay Properties  
Bogdan Manoli  
bogdan.manoli@sundancebay.com  
305.753.0413
5. Gwinnett County  
Jeremy Vanoy - Construction Manager  
jeremy.vanoy@gwinnettcountry.com  
770-653-0054
6. City of Covington  
Luther Bouchillon - Facility Manager  
lbouchillon@cityofcovington.org  
678-725-0448
7. Cobb County School District  
Roy Collis - Maintenance Supervisor  
roy.collis@cobbk12.org  
770-231-9567
8. Dalton Public School  
Rusty Lount - Director of Operations  
rusty.lount@dalton.k12.ga.us  
706-271-6308
9. City of Brookhaven  
Steve Osborn  
steve.osborn@brookhavenga.gov  
470-286-2040
10. Oconee County Schools  
Fred W. Ricketson - Director of Facilities  
fricketson@oconeeschools.org  
706-201-3016
11. Watermark Restoration  
Dennis Gerber - Manager  
dgerber@watermark.us  
404-858-6968
12. City of Dunwoody  
Todd Meadows - PE  
todd.meadows@dunwoodyga.gov  
678-469-5614
13. Lichty Commercial  
Jeff Hackney  
jhackney@lichtycommercial.com  
770-231-6500
14. Dekalb County Schools  
Christopher Young - Facilities  
cyoung@csdecaur.net  
470-889-3189
15. Dekalb CSB  
Keith Andrews - Lead Facilities  
keitha@dekcsb.org  
470-907-2413
16. Henry County  
Chris Mathews -Assistant Director  
chrismatthews@co.henry.ga.us  
770-288-6516
17. Forsyth County  
Melody L. Fontana - Project Manager  
mlfontana@forsythco.com  
470-622-9695

# Experience and Qualifications

**Project Name:** Norcross Pedestrian Railroad Crossings

**Owner:** City of Norcross - Len Housley [len.housley@norcrossga.net](mailto:len.housley@norcrossga.net) 678-421-2000

**Engineer / Designer:** Keck & Wood, Inc.

CGS LLC performed pedestrian-focused infrastructure improvements associated with multiple railroad crossings within the City of Norcross. The project involved coordinated work within active public rights-of-way and near railroad facilities, requiring careful sequencing, traffic control, and adherence to municipal, GDOT, and railroad requirements.

## Scope of Work Performed

- Construction of new concrete sidewalks, curb and gutter, and pedestrian access improvements at designated railroad crossings
- Installation of ADA-compliant pedestrian ramps in accordance with GDOT and City standards
- Drainage improvements including new drainage structures, drop inlets, concrete flumes, rip rap placement, and sediment control measures  
Railroad-adjacent work requiring coordination with railroad standards and safety provisions
- Thermoplastic pavement markings and traffic striping, including crosswalk striping, lane striping, and specialty markings
- Brick paver crosswalk installation at designated crossing locations
- Installation of safety railings near pedestrian corridors
- Grading, erosion control, and restoration of disturbed areas



# Experience and Qualifications

## PEACHTREE BOULEVARD SIDEWALK PROJECT

City of Doraville

Chris LaFleur - [Chris.LaFleur@Doravillega.us](mailto:Chris.LaFleur@Doravillega.us) - 470-223-4222

CGS LLC successfully completed the Peachtree Boulevard Sidewalk Project in Doraville, enhancing pedestrian safety and accessibility. The scope of work included removing and disposing of existing sidewalk sections, curbs, and non-compliant ramps, followed by the installation of a new 4-foot-wide concrete sidewalk and ADA-compliant ramps in accordance with GDOT standards. The project also involved installing detectable warning devices, backfilling and replacing sod in disturbed areas, and ensuring all concrete met a minimum strength of 3,000 psi. Special attention was given to erosion and sediment control measures, as well as coordination with utility providers and property owners to minimize disruptions. By adhering to federal and local construction guidelines, CGS delivered a high-quality infrastructure upgrade that improved pedestrian mobility along Peachtree Boulevard



# Experience and Qualifications

---

## Dekalb Animal Shelter Concrete Slab Project

**Jerome Hawk - [jerome@mhawkconstruction.com](mailto:jerome@mhawkconstruction.com) - (678) 565-5120**

CGS LLC completed concrete improvements for an animal shelter project under contract with Hawk Construction, consisting of the construction of six new concrete slabs. The scope of work included grading and preparation of subgrade, removal of excess soil, installation of new formwork, placement of 5-inch-thick 4,000 PSI concrete with a light broom finish, use of a concrete pump for multiple slab placements, form removal, debris disposal, and coordination of additional plumbing work performed in accordance with engineered plans. The total contract amount for this project was **\$135,325.00**.



# Experience and Qualifications

## ADA Sidewalk/Renovations

City of Brookhaven

**Doug Armstrong - [douglas.armstrong@brookhavenga.gov](mailto:douglas.armstrong@brookhavenga.gov) - 404-680-7014**

The ADA Ramp/Sidewalk Repair and Replacement Project in Brookhaven, GA, involved the removal of deteriorated concrete sidewalks and curb ramps and the installation of new ADA-compliant replacements with proper slopes and dimensions. The work included grading, excavation, and modifications to adjacent surfaces to ensure smooth transitions and eliminate hazards. Detectable warning surfaces were installed at curb ramps for visually impaired pedestrians, and curb and gutter sections were replaced as needed to improve drainage and safety. The project adhered to ADA regulations, local standards, and federal labor laws under the CDBG program, including Davis-Bacon wage requirements. Traffic control measures minimize disruptions, and the completed work significantly enhanced accessibility and pedestrian safety.



# Experience and Qualifications

---

## City of Chamblee

**Dan Magee [dmagee@chambleega.gov](mailto:dmagee@chambleega.gov) 470-568-5581**

CGS LLC successfully completed a concrete and retaining wall installation project for the City of Chamblee, enhancing both functionality and aesthetics. The project began with demolition and site preparation, including the removal of existing railings, boards, and frames, followed by thorough cleanup. A 115-foot-long, 1-foot-high CMU retaining wall was constructed with a 3,000 PSI rebar-reinforced footing, and an 8-inch gravel base was compacted across 1,464 square feet. A durable 3,000 PSI microfiber concrete slab, covering the same area, was poured with a light broom finish and reinforced with wire mesh. Additional enhancements included replacing plastic downspout extensions with PVC pipes and incorporating a granular integral color into the concrete. The project, valued at \$33,745, was completed efficiently and to the highest standards



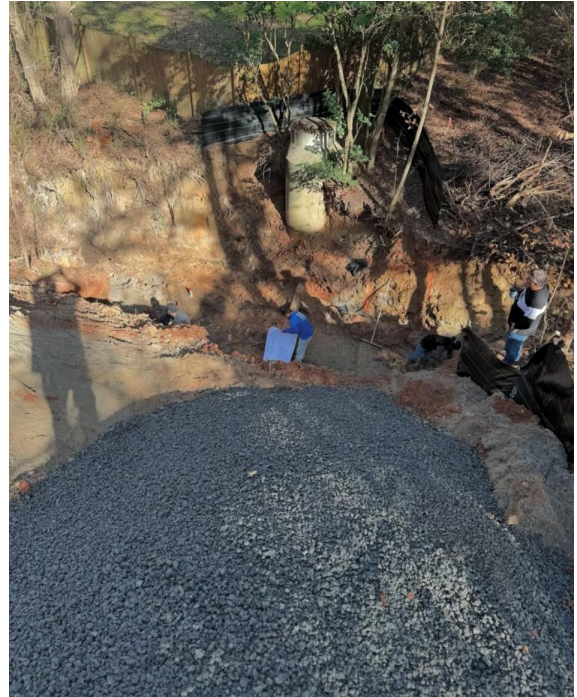
# Experience and Qualifications

**Carriage Oaks Stream Stabilization – Town of Tyrone, GA**

**David Jaeger - davidj@mallettci.com -770-719-3333**

**\$659,782.00**

CGS LLC completed the Carriage Oaks Drive Stream Stabilization project for the Town of Tyrone. The work involved clearing, grading, and reinforcing the stream bank to prevent erosion and protect nearby infrastructure. Our team installed gabion baskets filled with rip rap, placed stabilization stone, and implemented erosion control measures. We also managed dewatering operations and restored all disturbed areas with sod and cleanup. The project was completed within the 30-day schedule and followed GDOT standards. This job highlights CGS's expertise in stormwater management and environmentally sensitive construction.



# Experience and Qualifications

---

**City of Pelham**

**\$558,956.25**

**Stacy Watkins- [stacy@watkinseng.com](mailto:stacy@watkinseng.com)**

In early 2025, CGS LLC completed the construction of a new retaining wall for the Pleasant Grove Missionary Baptist Church in Pelham, Georgia. The scope of work included full demolition and removal of the existing wall, followed by excavation and site grading to prepare for installation. CGS constructed a new engineered retaining wall system, incorporating concrete footings, reinforced block wall elements, and integrated drainage features to improve water flow and minimize erosion. The project required careful coordination with utility lines, site access constraints, and alignment with church operations.



# Reference Projects

---

## Westchester Elementary Creek Retaining Wall Build Out

\$180,000.00

Sergio Perez - [sperez@csdecatur.net](mailto:sperez@csdecatur.net) - 404-683-3919

One notable project that CGS undertook involved the reconstruction of a collapsed retaining wall. The task at hand was to rebuild the wall using shotcrete, a specialized construction technique that involves spraying concrete onto a structure using high-pressure equipment. Throughout the project, CGS demonstrated exceptional expertise and efficiency, showcasing their ability to handle the job with utmost professionalism and deliver outstanding results. Throughout the construction process, CGS implemented a rigorous quality assurance program. They conducted regular inspections, performed quality control tests, and employed non-destructive evaluation techniques to verify the integrity and performance of the newly constructed retaining wall. This commitment to quality ensured that the project met or exceeded industry standards and client expectations.



# References

---

## Sidewalk and Retaining Wall Install

Bogdan Manoli- bogdan.manoli@sundancebay.com 305-753-0413

Having a working relationship with Sundance Bay LLC we have been fortunate enough to be awarded many projects within their properties. Most notably, we demolished and replaced all concrete sidewalks. We successfully minimized disruption for residents while prioritizing efficiency and safety. Our skilled team adeptly removed the old pathways, paving the way for the installation of fresh, durable sidewalks. Incorporating ADA-compliant features was paramount, ensuring enhanced accessibility for all residents. Through our unwavering commitment to quality and thorough quality control measures, we guarantee the longevity and reliability of the newly constructed pathways. As we witness the tangible impact of our work, we take pride in knowing that we've not only improved infrastructure but also enhanced the living experience for the Woodridge Apartments and Reserve communities.

**-Woodridge:** CGS completed 8 retaining walls at this apartment complex. We successfully removed and replaced a total of 2,157 SQFT of modular block retaining walls. The project summed up to 89k.

**-The Reserve:** CGS completed a complete retaining wall rehab at the reserve. CGS replaced a total of 7 retaining walls. combining to 702 SQFT. We were able to replace each retaining wall with no change orders summing up to 28k.

**-Ivy Commons:** CGS completed 4 retaining walls located at the ivy commons totaling to 827 SQFT. Using Modular blocks we successfully replaced the retaining walls totaling to 35k.

**-The Groves:** CGS completed 4 big retaining walls accumulating to 1,130 SQFT. We were able to complete the project in a timely manner. The project summed up to 50k

The enduring partnership between Sundance Bay LLC and CGS exemplifies a commitment to reliability and trustworthiness in project execution. Through a history of collaborative endeavors, CGS has consistently demonstrated its unwavering dedication to delivering high-quality work.

# Experience and Qualifications

---

## Sidewalk and Retaining Wall Install

Bogdan Manoli- bogdan.manoli@sundancebay.com 305-753-0413



# Experience and Qualifications

---

## **Concrete Carport installation Clayton County**

**Capt. Joshua Carr - 770-472-8147 [Joshua.Carr@claytoncountyga.gov](mailto:Joshua.Carr@claytoncountyga.gov)**

CGS completed a concrete carport installation for the Clayton County Police Dept. The project involved trenching and removing existing concrete, excavating to fit the steel carport and reinforcements, and pouring new concrete to stabilize the structure. This ensured the carport's sturdiness and durability, meeting all safety and structural standards. The project was completed efficiently, on schedule, and within budget, enhancing the police department's facilities.

## **RFP 21-006 General Contracting Services (January 2022 – present) City Schools of Decatur**

**Sergio Perez – [sperez@csdecatur.net](mailto:sperez@csdecatur.net) – 404.683.3919**

RFP 21-006 is a general contracting bid requested by City Schools of Decatur. By winning this RFP, it made CGS the School Systems' go to general contractors for their 10 schools for the next three years. We value this project as we are able to show how skillful the CGS team is in all areas. Our field crews quickly complete any and all projects solicited by the county, which include retaining walls, renovations, re-roofing, demolition. Our project managers are able to coordinate new projects to get them done in a timely manner, and the office staff is able to stay on top of all material orders for all projects

## **Watermark Restoration**

**Dennis Gerber - [dgerber@watermark.us](mailto:dgerber@watermark.us) 404-858-6968**

### **Local on the 14th Apartments**

The scope of work involving concrete for CGS LLC's project focused on ensuring structural integrity and durability through meticulous execution. Our team removed the existing concrete floor to facilitate the repair of joists, beams, and bands as necessary. Following these repairs, we poured back the concrete floor with a thin set, ensuring a seamless and durable finish. This process was part of a broader initiative to install new steel columns for balcony support and address underlying structural issues. The work emphasized precision and long-term stability, reflecting our commitment to delivering high-quality solutions tailored to the project's needs

## **Decatur Legacy Park stone Dairy Barn Pavilion Build-Out (July 2022)**

### **City of Decatur**

**Felix Floyd [felix.floyd@decaturga.com](mailto:felix.floyd@decaturga.com) 404-597-3217**

CGS completed a significant renovation project at the Decatur Legacy Park Stone Dairy Barn Pavilion. This ambitious project included a thorough interior makeover of the pavilion, starting with the demolition of its outdated concrete floor. After removing the old concrete, CGS poured and leveled 50 yards of new **concrete** flooring to ensure both longevity and visual appeal. Furthermore, to enhance the approach to the pavilion, CGS constructed 20 yards of new sidewalk, ensuring a seamless match with the existing environment through a brushed broom finish. This renovation not only breathed new life into the pavilion but also underscored CGS's dedication to quality and detail in construction projects.

# Experience and Qualifications

---

## **ADA RAMP FOR SUNSET AVE Bid No. 2025-34**

### **City of Perry**

Dewayne Shumate - [Dewayne.shumate@perry-ga.gov](mailto:Dewayne.shumate@perry-ga.gov) - 478-542-1674

CGS LLC performed ADA-compliant hardscape improvements along Sunset Avenue in Perry, Georgia. The scope of work included revisions to existing parking to convert designated spaces to parallel parking, construction of a new ADA ramp and landing pad in accordance with provided drawings, installation of required side flares, and associated concrete and grading work. All work was completed in compliance with local, state, and federal ADA requirements and coordinated to integrate with existing sidewalks and roadway infrastructure.

## **Town of Brooks – Intersection Improvements (85 Connector)**

### **Mallett Consulting, Inc**

David Jaeger - [davidj@mallettci.com](mailto:davidj@mallettci.com)

CGS LLC successfully completed the **Town of Brooks Intersection Improvements** project for the Town of Brooks, GA, delivering comprehensive roadway and pedestrian upgrades valued at **\$60,168.98**. The work included full mobilization and traffic control, demolition and grading operations, and installation of critical concrete infrastructure including raised stamped concrete median work, rollback curb and gutter, header curb, and aggregate base. The project also included installation of seven (7) ADA ramps, approximately 530 linear feet of new 4-foot concrete sidewalk, thermoplastic striping, raised reflective pavement markers, signage and posts, and erosion control with permanent grassing. All work was completed in accordance with project requirements, resulting in enhanced safety, accessibility, and roadway functionality for the Town of Brooks

# E-Verify



Company ID Number: 1414547

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	CGS LLC
Company Facility Address	6040 Dawson Blvd Suite K Norcross, GA 30093
Company Alternate Address	6040 Dawson Blvd Suite K Norcross, GA 30093
County or Parish	GWINNETT
Employer Identification Number	364806618
North American Industry Classification Systems Code	236
Parent Company	CGS Investments LLC
Number of Employees	5 to 9
Number of Sites Verified for	1

# Certifications



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

November 19, 2025

## CERTIFICATE OF REGISTRATION Vendor ID:18456

CGS, LLC  
6040 Dawson Blvd. Suite K  
Norcross, GA 30093

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

<b>MAXIMUM CAPACITY RATING:</b>	<b>\$24,500,000.00</b>
<b>CERTIFICATE EXPIRES:</b>	<b>July 31, 2027</b>
<b>PRIMARY WORK CLASS/CODE:</b>	<b>441</b>
<b>SECONDARY WORK CLASS(ES)/CODE(S):</b>	<b>--</b>

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patrick Allen', is written over a light blue horizontal line.

Patrick Allen, P.E.  
Chairman, Prequalification Committee/Contractors

PA:TKA

# Certifications

DocuSign Envelope ID: AC3A4BF8-D747-4E50-90D7-7089C2CB18C2



## CITY OF ATLANTA

SUITE 5100

68 MITCHELL STREET, SW  
ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Andre Dickens  
Mayor

OFFICE OF CONTRACT COMPLIANCE  
Rocsean Spencer  
Director

August 28, 2024

Mr. Joaquin Contreras  
**CGS, LLC**  
6040 Dawon Blvd., Ste. K  
Norcross, GA 30093

**ANNIVERSARY DATE: August 28**

Dear Mr. Contreras:

Your firm has been certified as a **Hispanic American Business Enterprise (HABE)** with the City of Atlanta's Equal Business Opportunity Program (EBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in EBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Equal Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Equal Business Opportunity Program.

Sincerely,

DocuSigned by:

*Meghan Payne*

Meghan Payne, Contracts Compliance Manager  
4980119824024C6  
Mayor's Office of Contract Compliance

**Certification #:** 2024-29-199

**Supplier ID #:** 2403461

**Phone #:** (404) 234-0248

**Business:** Framing, roofing, siding, and masonry contractor

cc: Rocsean Spencer, Director

Initial  
RS

# Certifications

DocuSign Envelope ID: AC3A4BF8-D747-4E50-90D7-7089C2CB18C2



## CITY OF ATLANTA

Andre Dickens  
Mayor

SUITE 5100  
68 MITCHELL STREET, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF CONTRACT COMPLIANCE  
Rocsean Spencer  
Director

August 28, 2024

Mr. Joaquin Contreras  
**CGS, LLC**  
6040 Dawon Blvd., Ste. K  
Norcross, GA 30093

### ANNIVERSARY DATE: August 28

Dear Mr. Contreras:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,  
DocuSigned by:

*Meghan Payne*

Meghan Payne, Contracts Compliance Manager  
Mayor's Office of Contract Compliance

**Certification #:** 2024-29-213

**Supplier ID #:** 2403461

**Phone #:** (404) 234-0248

**Business:** Framing, roofing, siding, and masonry contractor

cc: Rocsean Spencer, Director

Initial  
RS

# Contractor of the Year

---

MEET THE  
BUILDING GEORGIA  
AWARDS 2021  
**WINNERS**



**CONTRACTOR OF THE YEAR**



**JOAQUIN CONTRERAS**

# Minority Certification

THIS CERTIFIES THAT

## CGS LLC

\* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): ~~238220~~; 238170; 238130; 238160; 238190; 238190; 238990; 238140; 238310; 238340

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/28/2025

**Issued Date**

AT241525

**Certificate Number**



**Ying McGuire**  
NMSDC CEO and President



**Stacey Key, President and CEO**

04/30/2026

**Expiration Date**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

*Certify, Develop, Connect, Advocate.*

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

List of our clients

---



DeKalb County  
G E O R G I A



# List of our clients

---



**BID COVER SHEET**  
**Sidewalk Repair and**  
**Replacement**

We/I have thoroughly examined the specifications and agree to furnish the City of Newnan with the construction of **Sidewalk Repair and Replacement** according to the specifications. Any deviation from the specifications shall be listed as an exception on the bid sheet and explained.

Total Unit Price for **Remove & Replace 4" Concrete Sidewalk** as shown and specified in Attachment A.  
    \$10.50     (SF Unit Price)

Price good through: 1 year from contract

ADDENDA: The bidder acknowledges the receipt of Addendas No. 1 through \_\_\_\_\_ inclusively.

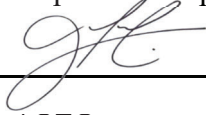
Date: 4/13/2026

Company: CGS LLC

Address: 6040 Dawson Blvd Suite K Norcross GA 30093

Phone: 404-234-0248 Fax: \_\_\_\_\_

Printed name of person completing proposal: Joaquin Contreras

Signature: 

Title: Owner / CEO

**Note:** Please \*attach BID BOND and ATTACHMENT A at the beginning of your submittal.

**IMPORTANT!**

**This bid cover sheet is to be your proposal cover sheet for the convenience of the bid openers only. \*Attach the required documents listed above.**

# Attachment A

Description	Unit	Unit Price (\$)
Remove & Replace 4" Concrete Sidewalk	1 SF	10.50
Remove & Replace 4" Colored Concrete Sidewalk	1 SF	10.90
Remove & Replace 6" Concrete Sidewalk/Driveway	1 SF	16.35
Remove & Replace Curb & Gutter	1 LF	68.00
ADA Curb Ramp (Complete)	1 Each	2,500
Detectable Warning Surface	1 Each	330
Concrete Slab / Pad (4" thick)	1 SF	10.50
Concrete Slab / Pad (6" thick)	1 SF	16.35
Joint Sealing / Crack Repair	1 LF	6

**BID COVER SHEET**  
**Sidewalk Repair and**  
**Replacement**

We/I have thoroughly examined the specifications and agree to furnish the City of Newnan with the construction of **Sidewalk Repair and Replacement** according to the specifications. Any deviation from the specifications shall be listed as an exception on the bid sheet and explained.

Total Unit Price for **Remove & Replace 4" Concrete Sidewalk** as shown and specified in Attachment A. 2968.00 \$ (SF Unit Price)

Price good through: 1 year from contract

ADDENDA: The bidder acknowledges the receipt of Addendas No. 1 through \_\_\_\_\_ inclusively.

Date: 4/13/2026

Company: CGS LLC

Address: 6040 Dawson Blvd Suite K Norcross GA 30093

Phone: 404-234-0248 Fax: \_\_\_\_\_

Printed name of person completing proposal: Joaquin Contreras

Signature: 

Title: Owner / CEO

**Note:** Please \*attach BID BOND and ATTACHMENT A at the beginning of your submittal.

**IMPORTANT!**

**This bid cover sheet is to be your proposal cover sheet for the convenience of the bid openers only. \*Attach the required documents listed above.**

# Attachment A

Description	Unit	Unit Price (\$)
Remove & Replace 4" Concrete Sidewalk	1 SF	10.50
Remove & Replace 4" Colored Concrete Sidewalk	1 SF	10.90
Remove & Replace 6" Concrete Sidewalk/Driveway	1 SF	16.35
Remove & Replace Curb & Gutter	1 LF	68.00
ADA Curb Ramp (Complete)	1 Each	2,500
Detectable Warning Surface	1 Each	330
Concrete Slab / Pad (4" thick)	1 SF	10.50
Concrete Slab / Pad (6" thick)	1 SF	16.35
Joint Sealing / Crack Repair	1 LF	6

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

CGS, LLC  
6040 Dawson Blvd, Suite K  
Norcross, GA 30093

### OWNER:

(Name, legal status and address)

City of Newnan  
25 Lagrange Street  
Newnan, GA 30263

### SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company  
800 Gessner Road, Suite 600  
Houston, TX 77024  
Mailing Address for Notices  
800 Gessner Rd., Suite 600  
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

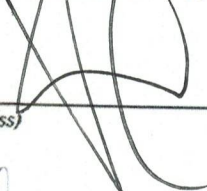
Sidewalk Repair and Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of April, 2028.

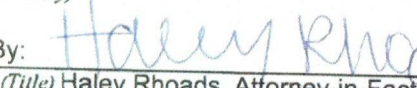
  
\_\_\_\_\_  
(Witness)



CGS, LLC  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title)

Great Midwest Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Haley Rhoads, Attorney-in-Fact



POWER OF ATTORNEY

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Tiffany Soto, Linda Adams Roberts, Haley Rhoads, Julie Karnes, Robert Allen Yarbrough

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

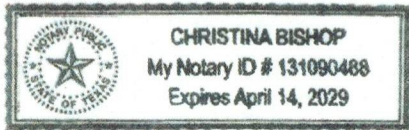


**GREAT MIDWEST INSURANCE COMPANY**

BY Mark W. Haushill  
Mark W. Haushill  
President

### ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 10th Day of April 2026.



BY Patricia Ryan  
Patricia Ryan  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**



## Conflict of Interest Statement

As a duly authorized representative of the firm CGS LLC

I, Joaquin Contreras with the title Owner / CEO certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for The City of Newnan, GA Government, that no employee of The City of Newnan, GA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for The City of Newnan, GA Government.

Date: 4/13/2026

Company Name: CGS LLC

Authorized Representative Name: Joaquin Contreras

Title: Owner / CEO

Signature: 

**Officer's Oath**

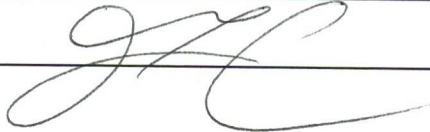
As a duly authorized representative of the firm involved in the bidding for or procuring the contract  
CGS LLC I, Joaquin Contreras - Owner / CEO  
 with the title  certify that I did not prevent or attempt to prevent  
competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent  
anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a  
proposal for the work.

Date: 4/13/2026

Company Name: CGS LLC

Authorized Representative Name: Joaquin Contreras

Title: Owner / CEO

Signature: 



# City of Newnan, Georgia

**BID OPENING: Sidewalk Repair and Replacement**  
**Tuesday, April 14<sup>th</sup> 2026 – 2pm**

BIDDER	BID AMOUNT	COMMENTS
Blout	<u>\$13.04</u> ✓	
The K & E Group USA, LLC	<u>\$65.00</u> ✓	
CSTE INC.	<u>\$16.00</u> ✓	
Piedmont Paving & Grading	<u>\$21.00</u> ✓	
A Abby Group	<u>\$13.80</u> ✓	
CGS Waterproofing	<u>\$2,968.60</u> ✓	

BIDS OPENED BY



**NEWNAN**  
GEORGIA • CITY OF HOMES

**To:** Mayor and Council  
**Date:** May 12, 2026  
**Agenda Item:** Communications Assessment Presentation by Nikki Perry  
**Prepared By:** Aimee Hadden, City Manager

---

**Purpose:**

To discuss the findings of the recent communications assessment conducted by Ms. Perry.

**Background:**

Ms. Perry conducted an extensive communications assessment for the City of Newnan, interviewing key staff and reviewing all communication channels.

**Funding:**

n/a

**Recommendation:**

Implement Ms. Perry's strategic recommendations.

**Attachments:**

1. Newnan Communications Assessment\_PRESENTATION

**Previous Discussion with Council:**

n/a



**NEWNAN**

GEORGIA  
City of Homes

# Communications Assessment



Prepared by:  
**Nikki Perry Consulting LLC**  
gov-spark.com

April 1, 2026

# What are we assessing?

## Key Questions:

- How effective are current communications programs?
- Are there additional opportunities to build transparency and community connection?
- What new strategies can be implemented?
- Does the City have adequate resources?
- How does Newnan stand up to other cities?

## Areas of Evaluation:

-  Digital outreach
-  Website
-  Traditional media
-  Community engagement
-  Internal communications structure

## Methods:

- Staff interviews
- Review of current materials and channels
- Compare staffing and programming with peer cities



# Organizational Overview

- **Strong foundation:** High level of engagement from communications staff, city leadership and department heads interviewed.
- **Consistent brand:** Well-established brand identity and extensive awareness in the community.
- **High content volume:** Consistent cadence of communication with quality content.

# Shifting from Volume to Strategy

- **Embrace decentralized approach:** Communications staff promotes overall government and supports department efforts. Some departments (Police, Fire, Parks) need to increase support staff.
- **Accommodate the 2026 media landscape:** More is no longer better. To boost visibility, produce less content that is more engaging.
- **Acknowledge impact of AI:** Website usage patterns have changed. The COVID/AI backlash asserts the value of human interaction.

“The central recommendation of this assessment is a shift from a volume-based communications model to a strategy-driven model – one that leverages the city’s existing strengths while building the systems, protocols, and personnel capacity needed to serve Newnan’s growing population well.”

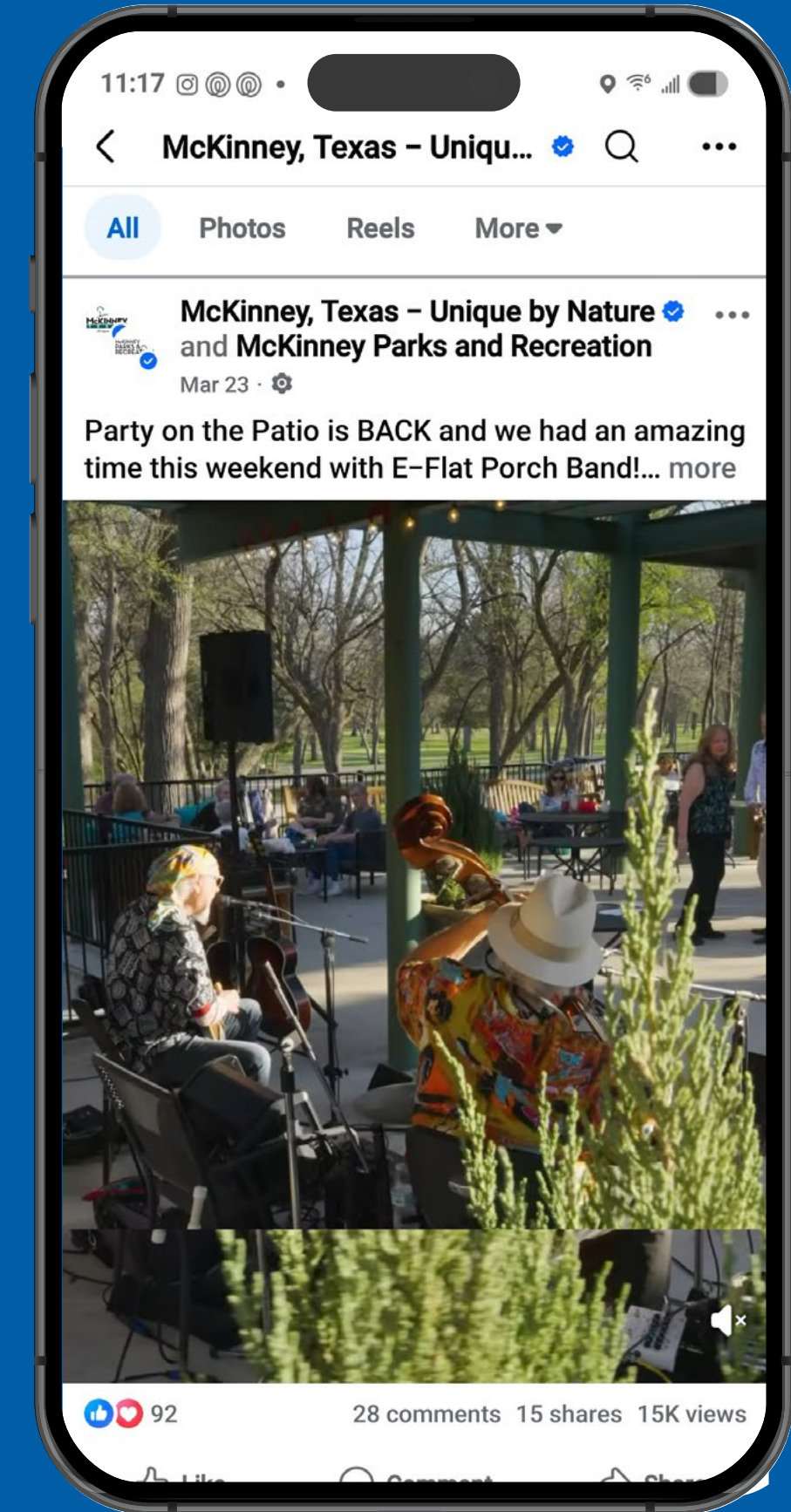
---

 **Strategic Recommendation:**  
**Ensure that departments are adequately staffed to support their communications functions.**

- Police, fire and parks departments need additional communications support.
- A P.O.S.T.-certified public information officer is a recommended position for law enforcement agencies of Newnan's size and can enhance community policing.
- Peer cities of LaGrange and Gainesville, GA, are examples of departments that combine community and public relations functions successfully.

 Strategic Recommendation:  
**Adopt a hub-and-spoke approach to social media.**

- **Central city account:** General government news and education, signal boosting for departments, coordinated content using Communications resources.
- **Department accounts:** Content specific to their audiences, real-time updates.
- **Develop workflows** for creating and sharing content.



 **Strategic Recommendation:**  
**Extend social media reach with community partners.**

- **Identify influencers:** Niche Facebook groups, HOA pages, civic organizations, business groups
- **Make connections:** Reach out online and offline.



# Strategic Recommendation: **Update the social media policy.**

- **Archiving:** This is essential for open records compliance.
- **Post deletion:** Make sure policy is up to date under advice of city attorney, and that employees are trained.
- **Page management:** Establish protocols for creating and keeping a department account.

## To Delete:

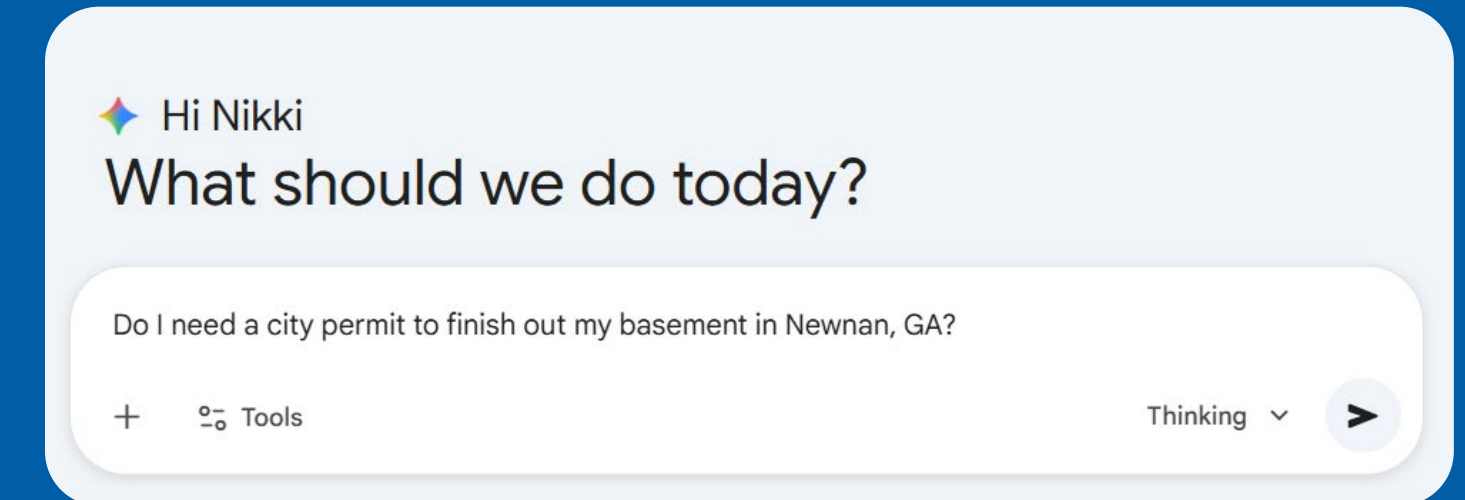
- Actual threats
- Spam or malware
- Illegal activities
- Copyright violation
- Defamation
- Obscenity
- Promotion of illegal discrimination

## Protected Speech:

- All viewpoints
- Misinformation
- Profanity
- Hate speech

 **Strategic Recommendation:**  
**Audit the website for accessibility.**

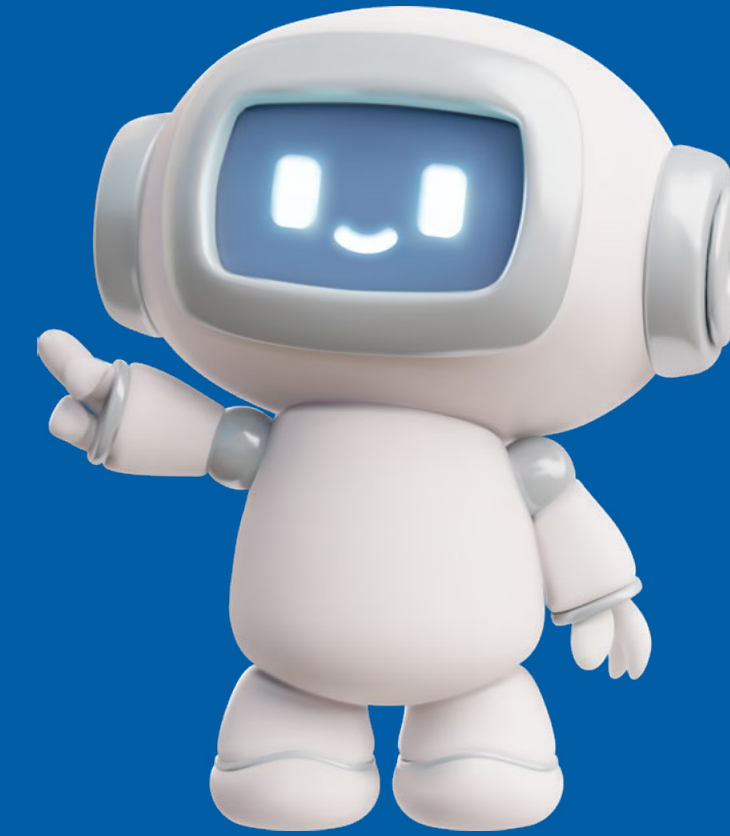
- **Accessibility audit:** WCAG compliance due 2027.
- **Content:** Streamlined. Searchable with keywords.
- **Online forms:** Increase usage to simplify submission processes and meet user expectations.





Strategic Recommendation:

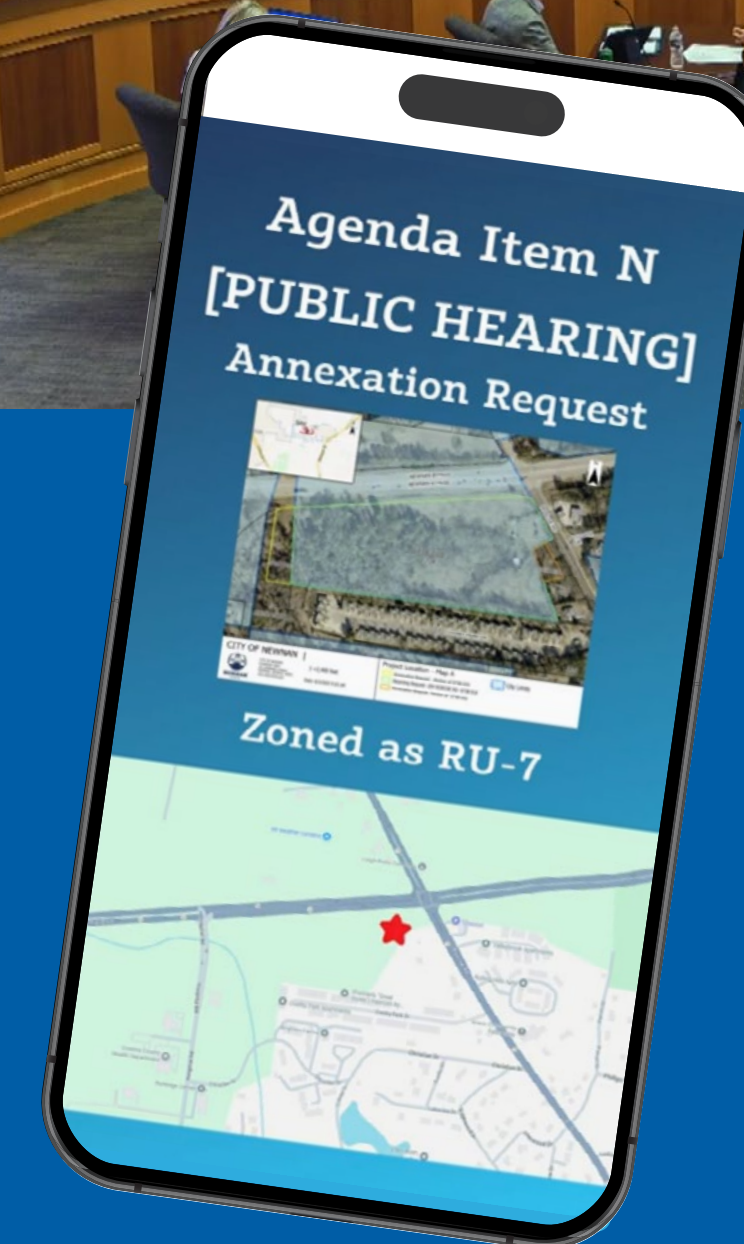
# Continue to prioritize human interaction.



- The **Communications Assistant** is a key asset at the City Hall reception desk.
- Departments provide excellent **customer service**.
- Don't substitute AI for the **personal touch** that resonates with the city's hometown brand.

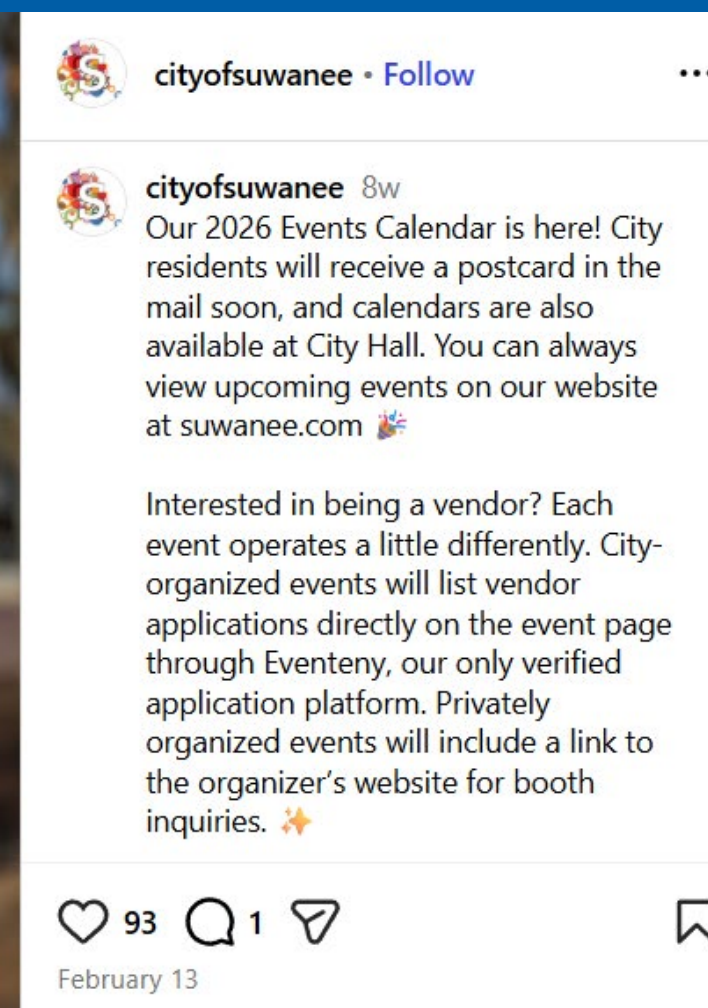
 Strategic Recommendation:  
**Revive council meeting highlights.**

- A simple bulleted list emailed to reporters and posted on social media provides **quick bites of info.**
- Seek out an **engaging format**, such as past council recap videos, that are not labor intensive to produce.



 **Strategic Recommendation:**  
**Don't count out print.**

- Make information **accessible** to all.
- Print does not rely on a platform algorithm or device.
- Fridge-worthy content delivers over and over.
- Examples: Annual report, event postcard, newsletter, Leisure Services programming guide



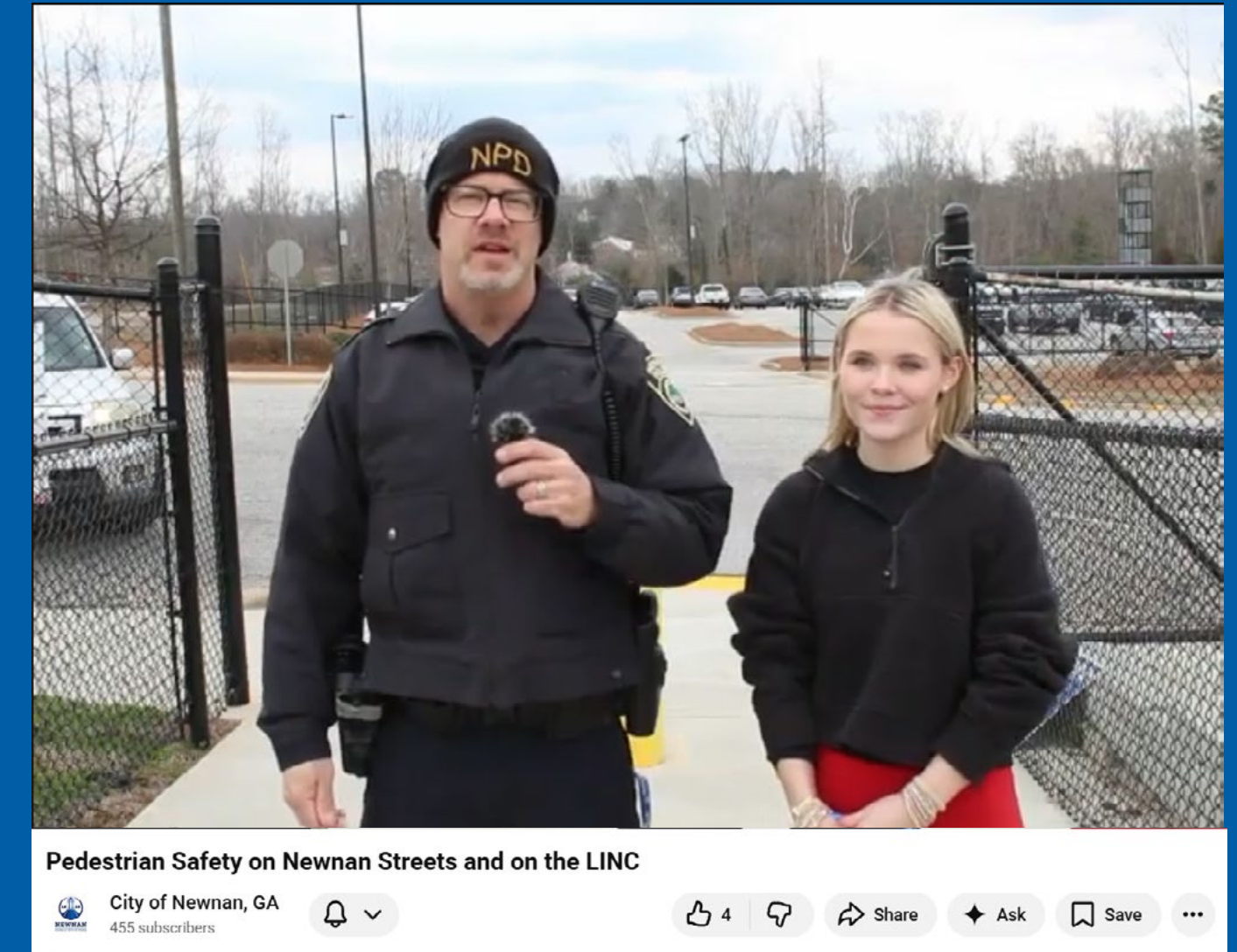
 Strategic Recommendation:  
**Keep up the good work in  
community engagement.**

- Amplify **Citizens Academy** and other programming that encourages citizen involvement.
- Use departmental or organizational events as opportunities to engage with residents in new ways.



 Strategic Recommendation:  
**Shift toward proactive storytelling.**

- Shift toward a proactive posture — actively seeking out stories, updates, and issues from across city departments.
- Allocate Communications Team members to departments, plan communications strategically, schedule regular touchpoints.





**SEARS & WARE LLC**  
ATTORNEYS AT LAW

11 PERRY STREET  
NEWNAN, GEORGIA 30263  
[www.searsandware.com](http://www.searsandware.com)

(770) 253-3880  
FAX (470) 724-8020

C. BRADFORD SEARS, JR. ESQ  
E-MAIL: [bsears@searsandware.com](mailto:bsears@searsandware.com)

**MEMORANDUM**

**To: Mayor and City Council**

**From: C. Bradford Sears Jr., City Attorney**

**Date: April 30, 2026**

**RE: City of Milton Amicus Brief**

Mayor Shepherd, the City Manager and I have been contacted by the law firm representing the City of Milton requesting the City's participation with other cities in a similar amicus brief to the amicus brief the City previously supported before the Supreme Court. In that case the Supreme Court reversed a decision by the Court of Appeals that found municipalities had waived sovereign immunity creating liability for facilities located in the municipal right of way but outside the lanes of travel.

However, the Supreme Court remanded the case to the Court of Appeals to consider the case from the plaintiff's claim that liability could be assessed on municipalities from a nuisance theory based upon a differing statutory scheme of waiver of sovereign immunity between cities and counties. The case arose from a automobile accident where a vehicle left the lane of travel and struck a brick subdivision sign resulting in a death.

The proposed resolution sets out the basic facts and potential issues with assessing municipal liability under a nuisance theory under the facts of this case. You will note in the whereas section that state law is more favorable to counties from a sovereign immunity perspective. The Supreme Court did not rule on this issue since the Court of Appeals did not rule on the issue. An unfavorable decision from the Court of Appeals would probably result in a subsequent appeal to the Supreme Court.

If there are any questions, please let me know.

CBSjr/jp  
Attachments

**RESOLUTION OF THE CITY OF NEWNAN, GEORGIA**

**AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN CHANG v. CITY OF MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE GEORGIA SUPREME COURT**

**WHEREAS**, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road;

**WHEREAS**, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024);

**WHEREAS**, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364;

**WHEREAS**, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims;

**WHEREAS**, the City recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968);

**WHEREAS**, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity;

**WHEREAS**, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 419 (1978), Justice Hall, in a concurring opinion, advised that “the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);”

**WHEREAS**, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed “[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;”

**WHEREAS**, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver;

**WHEREAS**, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury;

**WHEREAS**, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion;

**WHEREAS**, the City finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

**WHEREAS**, the City further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NEWNAN, GEORGIA, that:**

- The City authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the City's name to be included as an amicus participant.
- The City supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly.
- The City supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury.
- The Mayor, City Manager, City Attorney, and such other officers as may be appropriate are authorized to take all actions reasonably necessary to implement this Resolution and to coordinate with counsel for the City of Milton and other participating municipalities.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF NEWNAN, GEORGIA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# ELECTION OF GMA'S DISTRICT 4 OFFICERS FOR 2026-2027

## BALLOT

The nominating committee, comprised of current District 4 officers and three elected officials appointed by the District President from municipalities not represented by the current district officers, nominated the following city officials as GMA's District 4 Officers for 2026-2027:

President	Steve Fry, Mayor, Williamson
First Vice President	Kelly Hughes, Mayor, Barnesville
Second Vice President	Quay Boddie, Councilmember, LaGrange
Third Vice President	Richard Bracknell, Mayor Pro Tem, Temple

Is your city in favor of the nominees for positions of President, First Vice President, Second Vice President, and Third Vice President

Yes \_\_\_\_\_ No \_\_\_\_\_

Please provide the following information:

City: \_\_\_\_\_

Name of person submitting ballot: \_\_\_\_\_

**I affirm that I am authorized to vote on behalf of the city:**

Signature: \_\_\_\_\_

**Please mail or email the ballot by May 22 to:**

Niles Ford, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email at [nford@gacities.com](mailto:nford@gacities.com).



**To:** Mayor and Council  
**Date:** May 12, 2026  
**Agenda Item:** Discussion regarding Cemetery Ordinance Updates as proposed within the Cemetery Master Plan  
**Prepared By:** Ray Norton, Public Works Director

---

**Purpose:**

To gather input and direction from Mayor and Council regarding updates to the ordinance which regulates burials and activities within the city cemeteries.

**Background:**

The proposed ordinance changes were prepared and included as Appendix A within the Master Plan prepared by WLA Studio and adopted by City Council in February 2026. The proposed ordinance changes were recommended by the consultant after review of the ordinance, input from the staff, and review of citizen feedback.

Prior to drafting the ordinance for final consideration, staff is seeking input and direction from Council. Please see the summary of the amendments below and a full version of the redlined ordinance.

**Funding:**

N/A

**Recommendation:**

Staff supports the ordinance as proposed, but certainly desires Council's feedback prior to submitting the ordinance for final consideration.

**Attachments:**

1. Proposed Cemetery Ordinance Amendments

**Previous Discussion with Council:**

The Master Plan was discussed and adopted but there was little discussion regarding the proposed ordinance changes.

# Appendix A

## Recommended Ordinance Updates

## Explanation of Recommended Cemetery Ordinance Changes

- 7-13 lays out the need for written permission for persons to be buried in lots they have no interest in
- 7-14,15,16,17,18 identifies who has rights of interment to family plots
- 7-21 gives the Cemetery Superintendent the authority to compel owners to keep trees, bushes and shrubs pruned. Removed the portion that requires council action for this.
- 7-22 This section gives the Cemetery Superintendent the authority to remove offensive or improper objects from a grave. Glass vases, toys, beer cans, coffee mugs, etc. are being placed on graves and are causing maintenance issues as well as negativity affecting the appearance of our Cemetery
- 7-23 amendments suggested to allow for greater creativity/flexibility:
  - Remove the 3'6" height limit on monuments
  - Allow more materials than just "granite, bronze, or marble" (for example concrete memorials are historically common at Eastview. Could state a list of preapproved materials and other materials may be approved upon review)
  - Remove the prohibition on slab/tablet markers
  - Remove the prohibition on lot enclosures
  - Remove the prohibition on seats/benches
  - (a) Definitions. Defines marker, memorial, etc, these were previously undefined and vague. The phrasing "monument" and "headstone" is confusing because no definitions are given.
  - (b) Number on lot; dimensions. Upright "monuments" are prohibited on lots "less than four grave spaces", and "only headstones or footstones are allowed", which can't be higher than 6" off the ground. So, effectively that means that a typical upright grave marker cannot be erected on a single space, only on a lot of four spaces. This was intended to "prevent crowding" At the very least, this language should be clarified, but in general this seems unnecessarily restrictive.
  - All monument companies must obtain a permit to place any marker in the Cemetery.
- 7-27 Remove restriction on cemetery use for "cemetery purposes only", define prohibited activities.
- 7-29 gives the Cemetery Superintendent authority to approve someone to visit the Cemetery after dark
- 7-35 proposes the same changes to marker restrictions at Eastview Annex as at Oak Hill.
- 7-56 give the City the option of hiring a firm to conduct opening and closing of graves by permit.
- 7-62 defines city holidays
- 7-67 gives the City Manager the authority for interment of more than one body in a grave

## Proposed Changes to Chapter 7 CEMETERIES<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 7-1. Superintendent of cemeteries—Generally.

There shall be appointed as provided by the city charter a superintendent of cemeteries who shall give his entire time and service to the proper care of the city cemeteries. He shall receive such compensation as may be set from time to time by the city council.

(Code 1972, § 6-1)

#### Sec. 7-2. Same—Powers and duties.

The superintendent of cemeteries shall be responsible for the care, management and control of all cemeteries which are owned by the city or which have been assigned to the superintendent by the **public works director**.

The superintendent shall direct the improvement and embellishment of the walks, drives, avenues and grounds in such cemeteries and shall provide for the protection of all property, public and private, therein and for the maintenance of order therein.

(Code 1972, § 6-3; Ord. No. 08-3, § I, 2-12-08)

#### Sec. 7-3. Record of lot owners; written authority from lot owner prerequisite to burial.

The superintendent shall keep a record of the owners of the lots in the cemetery, and shall not allow any corpse to be buried on a private lot without written authority of the owner of such lot.

(Code 1972, § 6-4)

#### Sec. 7-4. Records of burials.

- (a) It shall be the duty of the superintendent of cemeteries to keep a record, in a bound book to be used for that purpose only, of all burials in the city, giving the name, nativity, age and sex of each person.
- (b) He shall also keep a record of the number of lot in which persons are interred, and if the bodies are removed to any other lot, shall make a record of the fact.

(Code 1972, § 6-5)

---

<sup>1</sup>Charter reference(s)—Authority of city to acquire, operate, etc., cemeteries, § 1.4(12).

State law reference(s)—Criminal trespass and damage to property, O.C.G.A. § 16-7-20 et seq.; permit for disturbing burial place in land development, O.C.G.A. § 36-60-6; preservation and protection of abandoned or unmaintained cemeteries, O.C.G.A. § 36-60-6.1.

---

### **Sec. 7-5. Record of deaths.**

The superintendent of cemeteries shall keep a book of records containing the names, ages, places of nativity of all persons interred in the cemetery.

(Code 1972, § 6-6)

### **Sec. 7-6. Purchase of lots.**

- (a) *Installment plan authorized.* Lots may be purchased under an installment payment plan with at least one-fourth of the purchase price paid in cash at the time of purchase. The balance is to be paid in 12 equal monthly installments bearing interest at a rate of 12 percent per annum. In no case shall these monthly installments be less than \$25.00. The purchaser shall execute to the city an installment promissory note for the unpaid balance. Any deviation from this payment plan must be approved by the city manager.
- (b) *Price.* The price of the burial spaces in the various city cemeteries shall be established by the city council and may be altered from time to time by action of the council. A cemetery lot price schedule shall be on file in the office of the city clerk. The price of the cemetery lots shall be based upon the number of burial spaces, and such price shall include perpetual upkeep. Each burial space shall be five feet by ten feet.

(Code 1972, § 6-7; Ord. No. 3-90, § 6-7, 1-8-90)

### **Sec. 7-7. Lots not to be reserved; sale of lots in unopened section prohibited.**

No cemetery lots shall be reserved in any section of the cemetery. No lots shall be sold in any section that has not been opened by the city.

(Code 1972, § 6-8)

### **Sec. 7-8. Charges for opening graves.**

The city shall charge for opening graves. These charges shall be established by the city council and may be altered from time to time by action of the council. A schedule of grave opening fees shall be on file in the office of the city clerk. Payment of grave opening fees must be paid in full when the service is performed and may not be paid under an installment payment plan.

(Code 1972, § 6-10; Ord. No. 4-90, § 6-10, 1-8-90)

### **Sec. 7-9. Sale of lots.**

The cemetery superintendent shall negotiate all sales of cemetery lots and shall give the purchaser a receipt for the cost of the lot and shall forthwith transmit the funds to the city treasurer's office.

(Code 1972, § 6-13)

### **Sec. 7-10. Payment of fees prerequisite to doing work in cemetery.**

It shall be the duty of the superintendent of cemeteries to collect in advance all fees before issuing a permit for the digging of a grave or the keeping of lots and all other work done in the cemeteries of the city. All funds so collected shall forthwith be transmitted to the city clerk and treasurer.

---

(Supp. No. 16)

Created: 2023-05-18 14:41:31 [EST]

---

(Code 1972, § 6-14)

**Sec. 7-11. Permission required for sale or exchange of privately owned lot.**

No privately owned cemetery lot or any portion of a lot can be disposed of or exchanged without the permission of the ~~city manager~~ cemetery superintendent.

(Code 1972, § 6-15)

**Sec. 7-12. Fee for recording transfer of lot ownership.**

A fee as set forth in the schedule of fees and charges shall be paid to the city treasurer at the time of recognition of any transfer of ownership of a cemetery lot made on his records.

(Code 1972, § 6-16)

**Sec. 7-13. - Subdivision of plots; interment of persons with no interest in plot.**

The subdivision of cemetery plots, lots or spaces is not allowed by any person except the city, and no person not having an interest therein shall be interred in any plot, lot or space except by written consent of all persons interested in such plot, lot or space and the city; provided, however, a relative of any record owner may be buried in such lot, space or plot, as provided in this chapter or by the laws of the state.

**Sec. 7-14. - Family plot inalienable.**

*Reversion to city.* Whenever an interment of the remains of a member or of a relative of a member of the family of the record owner, or of the remains of the record owner, is made in a plot transferred by deed or certificate of ownership to an individual owner and the owner dies without making disposition of the plot either in his will by a specific device, or by a written declaration filed and recorded in the office of the city clerk, the plot thereby becomes inalienable and shall be held as the family plot of the owner, with title to the same reverting to the city for protection of those who may be interred therein.

*Right to burial without consent.* In a family plot one grave, niche or crypt may be used for the owner's interment; one for the owner's surviving spouse, if any, who by law has a right of interment in it; and in those remaining, if any, the parents and children of the deceased owner, in order of death, may be interred without the consent of any person claiming any interest in the plot.

*Order of right of interment.* If no parent or child survives, the right of interment goes in the order of death, first, to the spouse of any child of the record owner, and second, in the order of death, to the next heir at law of the owner or the spouse of any heir at law.

*Interment right waived in favor of other relative.* Any surviving spouse, parent, child or heir who has a right of interment in a family plot may waive such right in favor of any other relative, or spouse of a relative, of either deceased owner or of his spouse, and upon such waiver the remains of the person in whose favor the waiver is made may be interred in the plot.

---

(Supp. No. 16)

Created: 2023-05-18 14:41:31 [EST]

---

**Sec. 7-15. - Right of spouse of owner—Described.**

The spouse of any owner of any plot which contains more than one interment space has a vested right of interment of his remains in the plot, lot or space, and any person thereafter becoming the spouse of the owner has a vested right of interment of his remains in the plot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

**Sec. 7-16. - Same—Vested right of spouse; joinder prerequisite to divesting.**

No conveyance or other action of the owner without the written consent or joinder of the spouse of the owner divests the spouse of a vested right of interment, except that a final decree of divorce between them terminates the vested right of interment unless otherwise provided in the decree.

**Sec. 7-17. - Plots having several owners; representation by designated owner.**

When there are several owners of the rights of interment in a plot, lot or space, they may designate one or more persons to represent the plot, lot or space and file written notice of designation with the city clerk. In the absence of such notice or of written objection to its so doing, the city is not liable to any owner for interring or permitting an interment or refusing an interment in the plot, lot or space upon the request or direction of any co-owners of the lot, space or plot.

**Sec. 7-17. - Waiver of vested right.**

A vested right of interment may be waived and is so waived and terminated upon the interment elsewhere of the remains of the person in whom those rights are vested.

**Sec. 7-18. - Scope of vested right.**

No vested right of interment gives to any person the right to have his remains interred in any interment space in which the remains of any deceased having a prior vested right of interment have been interred, nor does it give any person the right to have the remains of more than one deceased person interred in a single interment space.

**Sec. 7-19. Beautification of lots.**

All beautification of a cemetery lot made by the proprietor thereof shall be simple and shall be kept at the expense of the proprietor and shall be in accordance with deed restrictions or other ordinances in effect at the time of purchase. The proprietor shall apprise the superintendent of cemeteries of any work and shall receive a permit for such beautification.

(Code 1972, § 6-17)

---

**Sec. 7-20. Removal of flowers, wreaths, etc., from lots.**

- (a) No florist, firm or individual shall come onto any lot or grave at any time to remove therefrom any flowers, wreaths, arrangements, pots, stands, easels, frames or any item whatsoever except at the written direction of the lot owner and with the knowledge and supervision of the cemetery superintendent. Any violator will be charged with an offense against the city.
- (b) It shall be the duty of the lot owner or of a member of the family of the deceased to contact the superintendent within four days after any flowers, wreaths, arrangements, or the like, have been placed on any lot or grave and to give the superintendent instructions as to the disposal or disposition of same. Failure to contact the superintendent within the four days will be considered authorization for him to remove any or all of the florals that have become unsightly or disarranged.
- (c) Florals or artificial materials will be removed by the superintendent when they become faded, weather-beaten, or otherwise unsightly and objectionable to the general appearance of the cemetery. Special occasion artificial arrangements (such as for Easter, Mother's Day, Christmas, etc.) will be removed after 30 days.

(Code 1972, § 6-18)

**Sec. 7-21. Maintenance of shrubs and trees on lots.**

- (a) *Duty of owner.* It shall be the duty of every person owning a burial lot in the public cemetery to keep each and every tree, shrub or bush on his lot well-proportioned, shapely and neat.
- (b) *Duty upon notice from cemetery superintendent.* If the owner of any burial lot in the public cemetery shall fail to keep each and every tree, shrub or bush in his lot well-proportioned, shapely and neat, it shall be the duty of the superintendent to trim or prune or remove or cause to be removed any such tree, shrub or bush -

(Code 1972, § 6-19)

**Sec. 7-22. Removal of offensive or improper objects from lots.**

If any monument, marker, seat, vase, flag, statue, toys or urn or any structure or item whatever or any inscription be placed in or upon any cemetery lot which shall be determined by the cemetery superintendent to be offensive or improper, or injurious to the appearance of surrounding lots or grounds, they shall have the right, and it shall be their duty to enter upon such lot and remove the offensive or improper object.

(Code 1972, § 6-20)

**Sec. 7-23. Erection, location of monuments, gravestones, markers.**

*(a) Definitions.*

*Corner marker* means a stone or marble block set upon each corner of a burial plot or subdivision thereof.

*Edging* means the stone, block or other material used to mark the borders of a burial plot or subdivision thereof, also sometimes referred to as coping.

*Family memorial* means a stone monument bearing the last name of a family, the members of which are buried within the same lot, as defined below.

*Flush Marker* means a memorial, typically stone, which is laid flat or beveled and set with the top of the monument within six inches of the ground. The memorial is typically placed upon the top of a burial space, usually after interment, typically engraved with the name, date of birth and date of death of the deceased, sometimes also bearing an epitaph engraved thereon.

*Footstone* means a stone marker used to identify the “foot” end of a burial space, which is laid flat or beveled and set with the top of the monument within six inches of the ground.

*Marker/Monument* means an upright memorial, typically stone, placed upon the top of a burial space, usually after interment, typically engraved with the name, date of birth and date of death of the deceased, sometimes also bearing an epitaph engraved thereon, commonly known as a tombstone, gravestone, or headstone.

*Lot* means a group of four burial spaces, arranged in a grid of two spaces by two spaces measuring ten feet by twenty feet.

*Space* means a single burial space, measuring ten feet by five feet.

*Vault* means a (frequently concrete) container into which caskets, coffins and/or urns are deposited within the burial lot, and shall not include those containers commonly referred to in the burial industry as grave liners.

- (b) *Number on lot; dimensions.* ~~To prevent the excessive and unsightly crowding of tombstones, not more than one monument, gravestone or marker above the surface of the ground shall be permitted on one lot, and~~ Markers/monuments shall conform to the following heights:

Section	Height
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 43, and any section added, 44' 45' 46' 47 and any section added	No restriction
<del>38, 39, 40, 41, 43, 44' 45' 46' 47 and any section added</del>	<del>3 feet, 6 inches</del>
42	Memorial Section with not any markers above ground level.

---

Bases for stones, monuments, etc., shall not exceed seven feet in length on four grave lots and ten feet in length on eight grave lots or larger, and the stones shall not be in excess of two feet in width, ~~lots of three grave spaces or less will not be permitted to erect monuments; only footstones or headstones shall be allowed.~~ All monuments shall be set in the center of the lot and a permit to erect the monument shall be obtained from the cemetery superintendent. A fee for said permit shall be established by the city council in accordance with the type marker, monument or gravestone that is to be erected on the lot. This charge shall be set forth in the city fee schedule.

- (c) ~~Structures to mark grave.~~ Headstones or footstones for graves, or any structure used to mark a grave must not be more than six inches above the surface of the ground, nor more than two feet in width. The footstone or headstone shall be six inches from the property line and centered in front of the grave space.
- (d) ~~Slabs.~~ Slabs will not be permitted, either erect or reclining, in sections 6, 7, 8, 12, 13, 14, 15, 16, 38, 39, 40, 41, 42, and 43 of the Oak Hill Cemetery. Slabs ~~to be erected in the remaining sections~~ shall be of marble, granite, or bronze and shall not exceed seven feet in length, three feet in width, and shall be not less than four inches in thickness. Slabs shall not extend more than four inches above the ground surface. Slabs shall be set on an adequate foundation of a mixture of cement and sand or granite dust not less than four inches thick that will insure its permanency and shall be erected under supervision of the superintendent of cemeteries. The city shall not be liable for any damages to or breakage of a slab caused by routine maintenance operations. Prior to delivery and installation of a slab, the burial lot owner or person seeking permission to erect a slab must first execute a waiver releasing the city from any liability for damages to the slab.
- (e) *Material; setting.* All monument work placed on lots shall be of marble, granite or bronze, ~~or other approved material,~~ and shall be set on a solid concrete foundation that will assure its permanency and shall be erected under supervision of the superintendent of cemeteries. In no case shall the concrete foundation be of less than 6 inches deep. Any monument placed on any grave that was opened within 8 months shall have an extra concrete support extending to the vault.
- (f) *Prohibited work.* No iron or wire ~~and no seats or grave coverings~~ will be allowed on lots. Glass, porcelain, plastic or other materials attached to a memorial is prohibited.
- (g) *Corner posts.* All corner posts shall be set flush with the surface of the ground.
- (h) Any monument company who places a monument, footstone or headstone in any city cemetery that is not in compliance with these regulations shall be brought before the city council, and their ~~permits shall be withheld~~ for a period of not less than six months.

(Code 1972, § 6-21; Ord. No. 17-94, § I, 12-13-94; Ord. No. 08-3, §§ II, III, 2-12-08)

### **Sec. 7-24. Lot enclosures.**

The city council may approve lot enclosures in sections 17 through 37 inclusive of the Oak Hill Cemetery, so long as those enclosures are designed and constructed in a manner that assures aesthetic harmony with the remainder of the cemetery and are designed and constructed in a manner that does not significantly increase the cost to the city in maintaining the cemetery.

(Code 1972, § 6-22)

### **Sec. 7-25. Markers to indicate corners of lots.**

Each cemetery lot can be marked with markers set at each corner, the same not to be over four inches square and set flush with the lawn.

---

(Code 1972, § 6-23)

**Sec. 7-26. "For Sale" signs prohibited on cemetery grounds.**

No sign indicating that a lot or vault is "FOR SALE" will be permitted in the cemetery grounds.

(Code 1972, § 6-24)

**Sec. 7-27. Use of streets and sidewalks in cemetery.**

(a) ~~It shall be unlawful for any person to use the streets and sidewalks in and through the cemetery as a means of ingress and egress, either by pedestrian or vehicular means, except for cemetery purposes.~~

~~(b) Cemetery purposes shall be limited to interment of the deceased in columbarium's, mausoleums, diggings and filling of graves, and the maintenance of the grounds, landscaping, structures, walks and headstones and other grave monuments, visiting the grave sites of deceased family members and friends, and conducting historical research and inventory of graves subject to the provisions of the applicable code sections of this chapter, but specifically shall not include any recreational type activity not related to cemetery purposes, Activities deemed disrespectful, unlawful, or disruptive shall be prohibited in city cemeteries, such as internet or cell phone based gaming or geocaching, allowing pets to urinate or defecate in burial areas, etc.~~

(Code 1972, § 6-25; Ord. No. 16-7, § I, 8-9-16 )

**Sec. 7-28. Cemetery to be closed at night.**

The cemetery shall be closed every day from sundown to sunup.

(Code 1972, § 6-26)

**Sec. 7-29. Frequenting cemetery after dark.**

It shall be unlawful for any person to visit or frequent the public cemetery after dark, except by application ~~and approval by~~ the city cemetery superintendent..

(Code 1972, § 6-27)

**Sec. 7-30. Leaving waste in cemetery.**

It shall be unlawful for any person entering in or upon the cemetery to leave any waste. It shall also be unlawful for any such person, upon erection of a monument, to leave in the cemetery any material used or waste from the erection thereof, except the dirt removed from the foundation.

(Code 1972, § 6-28)

**Sec. 7-31. Defacing, damaging, removing, etc., graves, monuments, trees, and other cemetery property.**

No person shall in any way disturb any grave, deface, pull up or remove anything put or placed to mark a grave, or any paling or wall placed around a grave, or remove any plank, post, timber, brick or stone in the cemetery, or mutilate, destroy, deface, injure or remove any tomb, monument, gravestone or other structure

---

(Supp. No. 16)

Created: 2023-05-18 14:41:31 [EST]

---

placed in the city cemetery, or any fence, railing or other work for the protection or ornamentation of any tomb, monument, gravestone or other structure aforesaid, or for the ornamentation or protection of the cemetery, or wilfully destroy, cut, break, remove or injure any tree, shrub, or plant that may have been planted, or that may be growing in the cemetery, or commit any other trespass in the limits of the cemetery.

(Code 1972, § 6-29)

### **Sec. 7-32. Aboveground vault, crypt or mausoleum.**

- (a) *Restrictions.* No aboveground vault, crypt or mausoleum shall be higher than three feet six inches; and no aboveground vault, crypt or mausoleum shall be permitted in sections 6, 7, 8, 12, 13, 14, 15, 16, 38, 41, 42, and 43 of the Oak Hill Cemetery.
- (b) *Lot size; location.* No vault, crypt or mausoleum shall be permitted aboveground, except where a lot shall contain at least 400 square feet, and shall not be placed nearer than two feet from any lot line.
- (c) *Material; setting.* All parts of aboveground vaults, crypts or mausoleums aboveground shall be of marble, granite or other cut stone and shall be set on a solid concrete foundation that will assure its permanency and shall be erected under supervision of the superintendent of cemeteries. In no case shall concrete foundations be of less than 18 inches deep.

(Code 1972, § 6-30; Ord. No. 11-90, § I(6-30), 3-12-90; Ord. No. 08-3, § IV, 2-12-08)

### **Sec. 7-33. Oak Hill Cemetery.**

The provisions of this article shall apply to all lots in the Oak Hill Cemetery as set forth in this article.

(Ord. No. 96-3, § I, 2-13-96)

### **Sec. 7-34. Eastview Cemetery.**

The provisions of this article shall apply to all lots in the Eastview Cemetery except as set forth herein:

- (1) No restrictions on the erection or location of monuments, or gravestones as set forth in section 7-23 of this article.
- (2) No restrictions on lot enclosures as set forth in section 7-24 of this article.

(Ord. No. 96-3, § I, 2-13-96)

### **Sec. 7-35. Eastview Cemetery Annex.**

The provisions of this article shall apply to all lots in the Eastview Cemetery Annex except as set forth herein:

- (1) Erection, location of monuments, gravestones, markers.
  - a. ~~Number on lot; dimensions. To prevent the excessive and unsightly crowding of tombstones, not more than one monument, gravestone or marker above the surface of the ground shall be permitted on one lot, and the same shall have a maximum height of three feet, six inches.~~

Bases for stones, monuments, etc., shall not exceed seven feet in length on four grave lots and ten feet in length on eight grave lots or larger, and the stones shall not be in excess of two feet in width, ~~lots of three grave spaces or less will not be permitted to erect monuments; only~~

---

(Supp. No. 16)

Created: 2023-05-18 14:41:31 [EST]

---

~~footstones or headstones shall be allowed.~~ All monuments shall be set in the center of the lot and a permit to erect the monument shall be obtained from the cemetery superintendent.

A fee for said permit shall be established by the city council in accordance with the type marker, monument or gravestone that is to be erected on the lot. This charge shall be set forth in the city fee schedule.

- b. *Structures to mark grave.* ~~Headstones or footstones for graves, or any structure used to mark a grave must not be more than six inches above the surface of the ground, nor more than two feet in width.~~ The footstone or headstone shall be six inches from the property line and centered in front of the grave space.
- c. ~~Slabs. Slabs will not be permitted, either erect or reclining.~~
- d. *Material; setting.* All monument work placed on lots shall be of marble, granite or bronze, **or other approved material and** shall be set on a solid concrete foundation that will assure its permanency and shall be erected under supervisor of the superintendent of cemeteries. In no case shall the concrete foundation be of less than 18 inches deep.
- e. *Prohibited work.* No iron or wire and no seats or grave coverings will be allowed on lots. **Glass, porcelain, plastic or other materials attached to a memorial is prohibited.**
- f. *Corner posts.* All corner posts shall be set flush with the surface of the ground.
- g. ~~Lot enclosures. No lot enclosures shall be permitted.~~
- h. Any monument company who places a monument, footstone or headstone in any city cemetery that is not in compliance with these regulations shall be brought before the city council, and their licenses shall be revoked for a period of not less than six months.

(2) *Aboveground vault, crypt or mausoleum.*

- a. *Restrictions.* No aboveground vault, crypt or mausoleum shall be higher than three feet, six inches.
- b. *Lot size; location.* No vault, crypt or mausoleum shall be permitted aboveground, except where a lot shall contain at least 400 square feet, and shall not be placed nearer than two feet from any lot line.
- c. *Material; setting.* All parts of aboveground vaults, crypts or mausoleums aboveground shall be of marble, granite, or other cut stone and shall be set on a solid concrete foundation.

(Ord. No. 96-3, § I, 2-13-96)

**Secs. 7-30—7-55. Reserved.**

## **ARTICLE II. INTERMENTS AND DISINTERMENTS**

### **Sec. 7-56. Personnel to dig graves.**

All graves in the cemeteries must be dug by the superintendent of cemeteries and his assistants **or by persons, firms or corporations approved by the superintendent of cemeteries provided such person, firm or corporation shall in each instance have a permit to dig a grave in the public cemetery and shall otherwise meet and comply with the provisions of this chapter.**

---

(Code 1972, § 6-40)

**Sec. 7-57. Burials to comply with plan on file.**

All burials in the cemetery shall be made according to the plan on file in the office of the city clerk and treasurer, a copy of which may be obtained by the purchaser of any lot upon request. No deviation from this plan will be permitted.

(Code 1972, § 6-41)

**Sec. 7-58. Payment for lot prerequisite to interment.**

No interment shall be made in the cemetery unless the superintendent of cemeteries is furnished with evidence that the burial lot in which the interment is to be made has been purchased of the city and payment therefor has been made.

(Code 1972, § 6-42)

**Sec. 7-59. Owner of lot not to charge for interment.**

Proprietors of cemetery lots in any city cemetery shall not allow interments to be made in their lots for a remuneration.

(Code 1972, § 6-43)

**Sec. 7-60. Permit to inter.**

- (a) *Required.* A permit to inter must be obtained from the cemetery superintendent, specifying the name of the person to be interred, the size of the grave and the number of the lot in which the grave is to be opened.
- (b) *Application for permit.* It shall be the duty of each person applying for a permit to give the following information: the name of the deceased, the place of nativity, the date of birth, the date of decease, the parents' name, and the lot in which interment is to take place.

(Code 1972, § 6-44)

State law reference(s)—Permits for disposition, disinterment and reinterment, O.C.G.A. § 31-10-20.

**Sec. 7-61. Certificate of death prerequisite to interment.**

No interment can be made in the city cemetery without a certificate containing the name, age, sex, color, residence, date of death and cause of death of the person to be buried as provided by state statutes.

(Code 1972, § 6-45)

State law reference(s)—Death certificate; filing; medical certification; forwarding death certificate to decedent's county of residence; purging voter registration list, O.C.G.A. § 31-10-15.

**Sec. 7-62. Notice prerequisite to interment.**

Whenever an interment is to be made in any of the cemeteries in the city, 24 hours' notice thereof must be given to the cemetery superintendent.

---

(Supp. No. 16)

Created: 2023-05-18 14:41:31 [EST]

---

There shall be no interments or disinterments on the following days:

**New Year's Day,  
Martin Luther King Jr. Holiday (3rd Monday in January),  
Good Friday,  
Easter,  
Mother's Day,  
Father's Day,  
Memorial Day,  
July 4,  
Labor Day,  
Thanksgiving Day,  
Christmas Day,**

or any holiday observed by the City of Newnan.

(Code 1972, § 6-46)

### **Sec. 7-63. Interment in vault.**

All interments in any city cemetery shall be in a vault, the style and material to be as approved by the cemetery superintendent.

(Ord. No. 03-07, § I, 3-11-03)

Editor's note(s)—Ord. No. 03-07, § I, adopted March 11, 2003, amended the Code by repealing former § 7-63, and adding a new § 7-63. Former § 7-63 pertained to minimum grave depth, and derived from the Code of 1972, § 6-47; and Ord. No. 11-90, adopted March 12, 1990.

### **Sec. 7-64. Liability of city for breaking vault.**

The city shall not be liable for the breaking of any concrete, steel or other vaults, unless the same is due to the neglect of the city cemetery superintendent.

(Code 1972, § 6-48)

### **Sec. 7-65. Burial outside cemetery.**

No person shall bury or cause to be buried any dead person in any other place in the city than an approved cemetery.

(Code 1972, § 6-49)

### **Sec. 7-66. Burial of indigents.**

The superintendent of cemeteries shall not be allowed to bury any person as indigent unless approved by the city manager who shall act in accordance with state law.

(Code 1972, § 6-50; Ord. No. 08-3, § V, 2-12-08)

---

Created: 2023-05-18 14:41:32 [EST]

(Supp. No. 16)

---

State law reference(s)—Interment of deceased indigents O.C.G.A. § 36-12-5 et seq.

**Sec. 7-67. Limitation on number of bodies interred in same grave, vault, crypt or niche.**

Not more than one body, nor the remains of more than one body, shall be interred in any one grave, vault, crypt, or niche unless approved by the cemetery superintendent.

Editor's note(s)—Ord. No. 08-3, § VI, adopted Feb. 12, 2008, repealed § 7-67, which pertained to liability of city for fees and derived from Code 1972, § 6-51.

**Sec. 7-68. Disinterments.**

- (a) *Consent required; doing work.* No disinterment shall be allowed except upon the written order of the owner of the lot. In every case such disinterment shall be made only by the cemetery superintendent.
- (b) *Notice; time; fee for removal.* Notice must be given in advance to the city cemetery superintendent, when a time for removal will be designated. Removal must be made only in the morning and on a weekday. Charges for disinterments shall be established by the city council and may be altered from time to time by action of the city council. A schedule of disinterment fees shall be on file in the office of the city clerk.

(Code 1972, § 6-52; Ord. No. 5-90, § 6-52, 1-8-90)

State law reference(s)—Permits for disinterment and reinterment, O.C.G.A. § 31-10-20; authority of coroners to disinter bodies, O.C.G.A. § 45-16-45.

**ARTICLE III. THE CITY OF NEWNAN FARMER STREET CEMETERY COMMISSION<sup>2</sup>**

**Sec. 7-69. Establishment; purpose.**

There is hereby created a commission to be known and designated as the City of Newnan Farmer Street Cemetery Commission and to be referred to in this article as the "commission" for the purposes of planning the protection, preservation, promotion, maintenance and improvement of the above named cemetery. The parcel of land referred to as the Farmer Street Cemetery for the purposes of this article is that parcel of land located on Farmer Street between East Washington Street and Glenn Street within the City of Newnan further identified as an "Old Abandoned Cemetery" on Tax map N15 Block 5 on the city tax map.

(Ord. No. 00-04, § I, 2-8-00; Ord. No. 2020-11 , § I, 8-20-20)

**Sec. 7-70. Composition; terms; compensation.**

- (a) The commission shall consist of nine members as follows: one member shall be appointed by each of the seven council members, one member shall be appointed from the tree commission, by its members, and one member shall be appointed from the parks commission by its members. Each member shall be a resident of Coweta County during his or her term of office. Each member shall serve for a term of three years following

---

<sup>2</sup>Ord. No. 2020-11 , § I, adopted Aug. 20, 2020, amended Art. III in its entirety to read as set out herein. Former Art. III pertained to similar subject matter. Historical notations have been retained for reference purposes.

---

the appointment by the council. Vacancies in office during the term of any appointment shall be filled in the same manner as the person was appointed whose office has become vacant.

- (b) The members of the commission shall serve without compensation. However, they shall be entitled to be reimbursed for any actual expenses incurred by them in the performance of their duties.

(Ord. No. 00-04, § I, 2-8-00; Ord. No. 2020-11 , § I, 8-20-20; Ord. No. 2020-12 , § 1, 9-8-20)

**Sec. 7-71. Duty; responsibility; authority.**

The commission created in this article shall have the duty, responsibility and authority:

- (1) To study, develop plans, and establish goals, for the establishment, development, care, preservation, promotion, maintenance, and placement of improvements and structures in or around the perimeter of the Farmer Street Cemetery.
- (2) To assist and coordinate its activities with the city tree commission which has the responsibility and duty to provide for and preserve the trees and shrubs within the city and the city parks commission which has the duty of recommending improvements and structures within the city parks, if the commission finds such assistance and coordination to be necessary and appropriate to its activities.
- (3) To assist the proper officials and make available to the general public news and information regarding the protection, preservation, promotion, improvement, use and maintenance of said cemetery; to recommend from time to time as necessary ordinances and other programs that will be beneficial to protect, preserve, promote, improve and maintain said cemetery.
- (4) To make an annual report to the council, including any budget requests, on or before October 1 of each calendar year.

(Ord. No. 00-04, § I, 2-8-00; Ord. No. 2020-11 , § I, 8-20-20)

**Sec. 7-72. Officers' meetings.**

Upon appointment of the initial commission by the mayor and council, the commission shall meet and elect one of its members as chairman and one of its members as secretary. The commission shall then provide for the rules and procedure for the holding of regular and special meetings of the commission as deemed advisable and necessary.

(Ord. No. 00-04, § I, 2-8-00; Ord. No. 2020-11 , § I, 8-20-20)

**Secs. 7-73—7-89. Reserved.**

***ARTICLE IV. VIOLATIONS; PENALTIES***

**Sec. 7-90. Violations prohibited; penalties.**

- (a) No person shall violate any of the provisions of this chapter or assist another in evading or violating the requirements imposed by this chapter.
- (b) Any person knowingly violating any provision of this chapter shall be guilty of an offense against the city, punishable upon citation before the municipal court. Any person convicted of violating any provision of this article shall be punished by a fine not to exceed \$1,000.00, imprisonment not to exceed six months, or both.

---

( Ord. No. 16-7, § II, 8-9-16 )

Ord. No. 16-7, § II, adopted August 9, 2016 , set out provisions intended for use as Art. III, § 7-70. At the editor's discretion, to prevent duplication of section numbers, these provisions have been included as Art. IV, § 7-90.

---

(Supp. No. 16)

Created: 2023-05-18 14:41:32 [EST]



To: Mayor and Council  
Date: May 12, 2026  
Agenda Item: Consideration of Contract Award for Pedestrian Safety, Walkability, & Multimodal Transportation Study.  
Prepared By: Abigail Strickland, Main Street Manager

---

**Purpose:** Newnan City Council may consider and award contract to a qualified firm for the Pedestrian Safety, Walkability, & Multimodal Transportation Study.

**Background:** The Pedestrian Safety, Walkability, and Multimodal Transportation Study was identified as a priority initiative and included in the Downtown Development Authority's 2026–2028 Work Plan, which was adopted in 2025. The study is intended to evaluate existing conditions, identify opportunities for improvement, and provide strategic recommendations to enhance connectivity, safety, and accessibility within the downtown district.

To initiate the process, a Request for Qualifications (RFQ) was issued in March 2026 to solicit proposals from qualified firms with experience in pedestrian planning, mobility, and transportation studies. On April 3<sup>rd</sup> the DDA received (7) qualifications submissions from the following firms:

- Foresite Group
- GMC
- Keck & Wood, Inc
- Kimley-Horn
- NV5
- Pond & Co.
- TSW

During the April 8th DDA meeting, the Authority shortlisted three firms, GMC, Kimley-Horn, and TSW, for interviews. The review committee conducted interviews on April 29th and subsequently recommended awarding the contract to TSW at the DDA Special Called Meeting held on Tuesday, May 5th.

**Funding:** \$100,000 from the City's Business Development Budget – remaining \$9,225 from the DDA's money market account.

**Recommendation:** The Downtown Development Authority recommends that Council award the contract for the study to TSW.

**Attachments:** Proposals from GMC, Kimley-Horn, & TSW.

**Previous Discussions with Council:** N/A

## COST PROPOSAL – DOWNTOWN NEWNAN PEDESTRIAN SAFETY, WALKABILITY & MULTIMODAL TRANSPORTATION STUDY

GMC understands that the City of Newnan and the Downtown Development Authority (DDA) seek maximum value, innovation, and cost-effective implementation. Our professional services will be focused on providing high-quality deliverables and a robust public engagement process. As per your request, our proposed fee necessary to accomplish each task identified in the RFQ is listed below. If selected, GMC is willing to work with the City and DDA to amend the scope and associated budget should the City and DDA desire to do so.

Task	Description	Fee
	Project Management & Coordination	\$14,600
Task 1	Existing Conditions Assessment	\$20,000
Task 2	Data Collection & Analysis	\$19,360
Task 3	Stakeholder Coordination & Engagement	\$25,920
Task 4	Safety, Walkability & Multimodal Analysis	\$18,080
Task 5	Recommendations & Implementation Strategies	\$19,120
Task 6	Deliverables	\$16,000
	Subtotal Fee	\$133,080
	Expenses	\$2,500
	<b>Total Fee</b>	<b>\$135,580</b>

**Submitted: April 29, 2026**

## COST

The table below summarizes potential fee ranges for each task identified in the Project Approach included in our Statement of Qualifications. These ranges are intended to provide flexibility and transparency, recognizing that the final scope may vary based on refinement of the study area, level of analysis, and engagement expectations. We look forward to working with the City to negotiate a final scope of work and associated fee that best aligns with project priorities and desired outcomes.

<b>Task</b>	<b>Low Fee</b>	<b>High Fee</b>	<b>Range Driver</b>
<b>Task 1: Existing Conditions Assessment</b>	\$25,000	\$45,000	Driven by extent of study area, what data is currently available digitally, and whether a field visit is expected.
<b>Task 2: Data Collection and Analysis</b>	\$40,000	\$75,000	Determined by currently available data, number of requested traffic and bike/ped counts, and potential near-miss data collection.
<b>Task 3: Stakeholder Coordination and Engagement</b>	\$40,000	\$65,000	Determined by the number and types of meetings desired. At the lower range, the stakeholders identified within the RFP: four stakeholder meetings and one public meeting. Additional meetings and engagement will likely be needed, as well as potential online surveys and other methods to reach a broader audience (pop-up engagement, etc.).
<b>Task 4: Safety, Walkability, and Multimodal Analysis</b>	\$35,000	\$55,000	Driven by extents of study area and depth of analysis.
<b>Task 5: Recommendations and Implementation Strategies</b>	\$55,000	\$115,000	Driven by number of renderings, level of concepts, and potential traffic modeling.
<b>Task 6: Deliverables</b>	\$45,000	\$75,000	Determined by number of presentations to the DDA board and other stakeholders.
<b>Total Fee</b>	<b>\$240,000</b>	<b>\$430,000</b>	



Please find below the proposed fee and schedule for the scope of work outlined in our proposal and presentation for the Newnan Downtown Pedestrian Safety, Walkability, & Multimodal Transportation Study. We do not want fees to be a barrier preventing our selection as your planning and design consultant team. If our fee proposal differs significantly from the competition or what may be budgeted for this project, we would be pleased to discuss our fee approach and refine our scope of services.

TASK	ESTIMATED FEE
1. Existing Conditions Assessment	\$17,160
2. Data Collection and Analysis	\$13,000
3. Stakeholder Coordination and Engagement	\$27,195
4. Safety, Walkability, and Multimodal Analysis	\$6,800
5. Recommendations and Implementation Strategies	\$35,120
6. Deliverables	\$9,950
<b>TOTAL</b>	<b>\$109,225</b>

TASK	JUN	JUL	AUG	SEP	OCT
1	█				
2	█	█			
3		█	█	█	
4		█	█		
5			█	█	
6				█	█

Tunnell, Spangler & Associates, Inc.  
 d/b/a TSW by Adam Williamson

4-28-24

Date



Pokey's Place  
608 Highway 29 N  
Newnan, Georgia, 30263  
NCHS@nchsrescue.org

"Adopt a Pet - Save a Life"

**Subject:** Request for Temporary Street Closures – November 7, 2026 Fundraising Event

**Dear Members of the Newnan City Council,**

We are writing on behalf of the Newnan Coweta Humane Society to respectfully request approval for temporary street closures in support of a community fundraising event scheduled for **November 7, 2026**.

This event, sponsored by Dogwood Veterinary Hospital and Lazer Clinic, will be held at the Reserve at Line Creek. It is planned as a family-friendly gathering featuring local vendors, children's activities, and live music performed by local musicians on an open-air stage. All proceeds from this event will directly support our mission of animal rescue, adoption services, spay/neuter programs, and our Pet Food Pantry serving the Newnan and Coweta County community.

To ensure public safety and provide adequate space for vendors and pedestrian traffic, we request approval for temporary closure of the following streets:

- **Savannah Street** — from just past Guiding Light & Lotus Insurance (while maintaining access to those businesses), extending to the dead-end intersection at Dunbar Street
- **Dunbar Street** — from just past Restart's parking lot on Salbide Avenue to the dead-end intersection with Savannah Street

We request that these streets be closed from **2:00 PM through 9:00 PM** to allow sufficient time for vendor setup and breakdown.

We have coordinated designated parking at First Presbyterian Church on Salbide Avenue. Volunteers will be present to provide clear signage and assist with directing attendees safely to and from the event.

We are committed to working in full cooperation with the City of Newnan and the Police Department to ensure a safe, well-organized, and successful event. We are happy to comply with all permitting requirements and provide any additional documentation needed.

We sincerely appreciate your consideration and continued support of community initiatives that benefit both residents and animals in need.

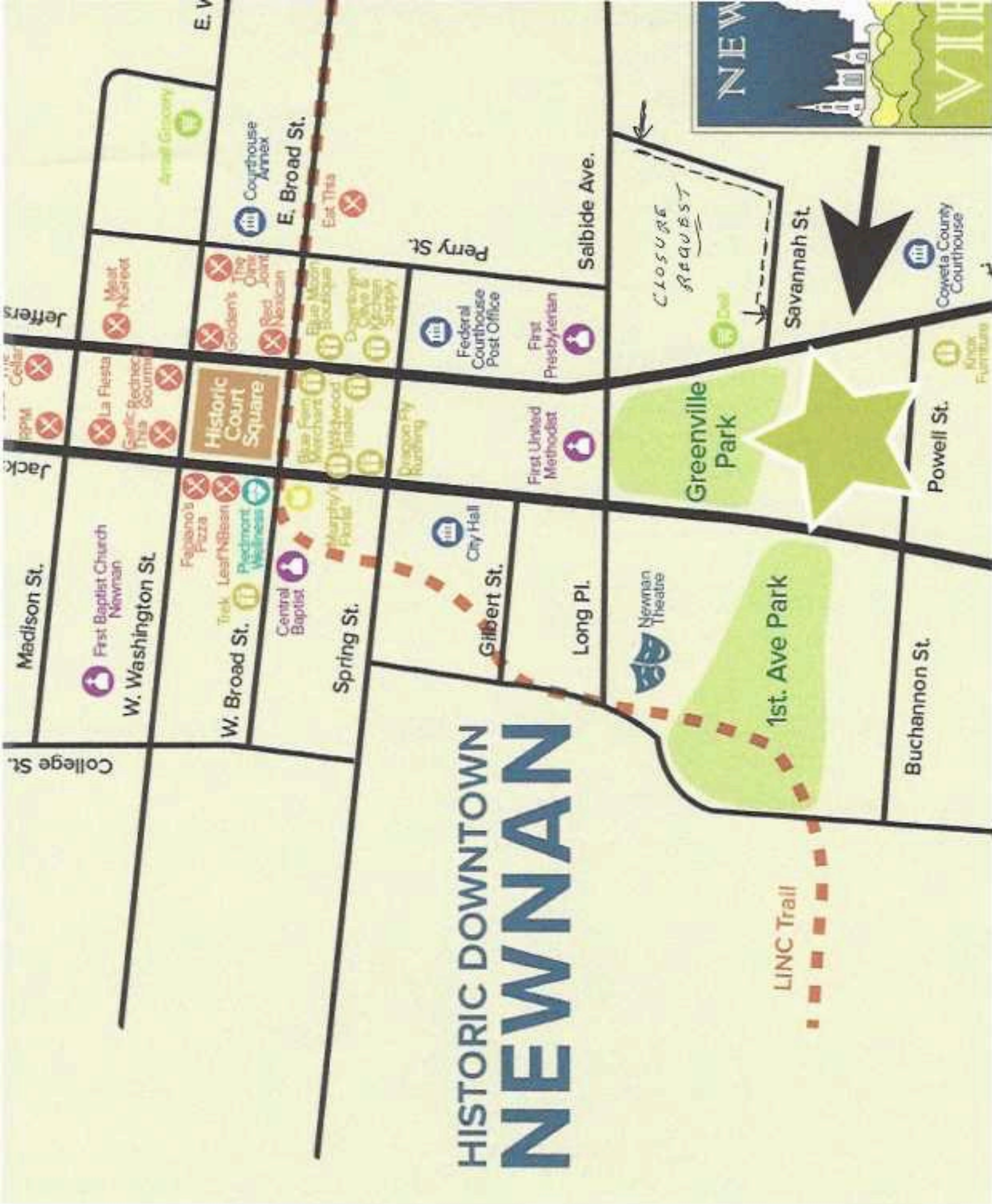
Respectfully submitted,

  
**William Johnson**  
President, Newnan Coweta Humane Society  
[President@NchsRescue.org](mailto:President@NchsRescue.org)  
770-755-8150

  
**Katlynn Parnell**  
Event Director, Dogwood Veterinary Hospital  
[Katlynn.Parnell@mvetpartners.com](mailto:Katlynn.Parnell@mvetpartners.com)

Newnan-Coweta Humane Society (NCHS) is registered with the State of Georgia as a 501 (c) (3) nonprofit organization. EIN/TAX ID: 58-1248078 TELEPHONE 770-683-3156

# HISTORIC DOWNTOWN NEWNAN





Free All Day Saturday & Sunday After 5pm Monday - Friday  
 Free Anytime

# Public Downtown Parking

CITY OF NEWNAN  
 25 LAGRANGE STREET  
 NEWNAN, GEORGIA 30263  
[www.cityofnewnan.org](http://www.cityofnewnan.org)



**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).