



Newnan City Council Meeting

AUGUST 11, 2020

Newnan City Hall
Richard A. Bolin Council Chambers
25 LaGrange Street
2:30 PM

NO OFF-AGENDA ITEMS OR COMMENTS WILL BE CONSIDERED AT TODAY'S MEETING

CALL TO ORDER

INVOCATION

READING OF MINUTES

- [A.](#) Minutes from Regular Meeting on July 21, 2020

REPORTS OF BOARDS AND COMMISSIONS

- B. Retirement Board- Della Hill Appointment up for renewal (City Manager's appointment)
- C. 1 Appointment- Newnan Youth Activities, 3 year term
- D. 1 Appointment- Convention Center Authority, 3 year term
- E. 1 Appointment- Cultural Arts Commission, 3 year term
- F. 3 Appointments- Board of Zoning Appeals, 3 year term

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- [G.](#) An Ordinance to Adopt the 2020 Millage Rate for property tax billing
- [H.](#) Consideration of Removal of Existing Traffic Signal, West Washington Street/ Brown Street, and Conversion to ALL-WAY Stop Control
- [I.](#) Consideration of a Resolution Amending the City of Newnan Fee Schedule by Adding a Minor Site Plan Review Fee
- [J.](#) Ordinance to Amend the Code of Ordinances of the City of Newnan to re-establish the Farmer Street Cemetery Commission for the protection, preservation, promotion, maintenance, and improvement of the Farmer Street Cemetery
- [K.](#) Resolution to Authorize Execution of CARES Act Grant.
- [L.](#) Consideration of a Resolution for CARES Act Hazard Pay
- [M.](#) Consideration of Encroachment Agreement between the City of Newnan and Newnan Views Townhome Association, Inc.

UNFINISHED BUSINESS

- [N.](#) Request for transmittal of the 2020 update to the Capital Improvements Element (CIE), which includes the Short-Term Work Program (STWP), to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA)

- Q. Consideration of a Proposal from Merris Management & Leadership Consulting to perform a review of policies, procedures and practices

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- P. Request from Mike Menese to block parking spaces along Greenville St. at the Greenville Street Park for emergency vehicles and food trucks at event on August 29th

MOTION TO ENTER INTO EXECUTIVE SESSION

- Q. Motion to Enter into Executive Session

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, July 21, 2020 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

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

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose; George Alexander; Paul Guillaume, and Dustin Koritko. Council members present by Zoom: Rhodes Shell and Cynthia E. Jenkins. Also present: City Manager, Cleatus Phillips; City Clerk, Della Hill; City Attorney, Brad Sears and Police Chief, Douglas “Buster” Meadows.

MINUTES – REGULAR COUNCIL MEETING – JUNE 18, 2020

Motion by Councilman Koritko, seconded by Mayor Pro Tem Alexander to dispense with the reading of the minutes of the Regular Council meeting on June 18, 2020 and adopt them as presented.

MOTION CARRIED. (7 – 0)

APPOINTMENT – NEWNAN YOUTH ACTIVITIES COMMISSION – 3 YEAR TERM

Mayor Brady asked the City Manager to place Councilman Koritko’s appointment to the Newnan Youth Activities Commission on the agenda for the next meeting.

APPOINTMENTS – CONVENTION CENTER AUTHORITY

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to re-appoint Teresa Lovett to the Convention Center Authority for another three year term.

MOTION CARRIED. (7 – 0)

Mayor Brady asked the City Manager to place Councilwoman Jenkin’s appointment on the agenda for the next Council meeting to the Convention Center Authority.

APPOINTMENTS – CULTURAL ARTS COMMISSION

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to re-appoint Maggie Hickman to the Cultural Arts Commission for another three year term.

MOTION CARRIED. (7 – 0)

Motion by Councilman Guillaume, seconded by Councilman Koritko to re-appoint Betsy Burnette to the Cultural Arts Commission for another three year term.

MOTION CARRIED. (7 – 0)

Motion by Councilman Shell, seconded by Mayor Pro Tem Alexander to re-appoint Bob McKoon to the Cultural Arts Commission for another three year term.

MOTION CARRIED. (7 – 0)

Mayor Brady asked the City Manager to place Councilman Koritko appointment on the agenda for the next meeting for the Cultural Arts Commission.

ORDINANCE – AMEND CHAPTER 2 ADMINISTRATION, ARTICLE VI PURCHASING, SECTION 2-271 PER THE FEDERAL AID HIGHWAY PROGRAM (FAHP) REQUIREMENTS

In order for the City to remain eligible for funds under FAHP and to retain the City's Local Administered Projects certification (LAP), the City must adhere to Federal Highway Administration's continually changing procurement policies and procedures. Since 2016, there have been many changes to GDOT/FAHP's policies and procedures regarding the procurement of engineering and design related services creating a need for the update regarding this section.

Motion by Mayor Pro Tem Alexander, seconded by Councilwoman Jenkins to adopt an Ordinance to Amend Chapter 2 Administration, Article VI Purchasing, Section 2-271 of the Code of Ordinance of the City of Newnan per the Federal Aid Highway Program (FAHP) requirements.

MOTION CARRIED. (7 – 0)

RESOLUTION – CONDEMNATION OF PROPERTY IN SECTION A AND B – CONTINUE LINC CONSTRUCTION

These are resolutions for the use of condemnation of certain properties in order to acquire easements, thereby enabling City of Newnan LINC Project to proceed. City staff will continue to negotiate with the subject property owners. However, staff is requesting the consideration of the resolutions in the event that an agreement cannot be achieved. Section A: Newnan Lofts, 110 Field Street – Section B: Ark Properties, 43 Roberts Road and John Counts, 35 Mill Street Court.

Motion by Councilman Guillaume, seconded by Councilman Koritko to adopt a Resolutions for Condemnation of Property in Section A, Lofts located at 110 Field Street to continue LINC construction.

MOTION CARRIED. (7 – 0)

Motion by Councilman Guillaume, seconded by Councilman Shell to adopt a Resolution for Condemnation of Property in Section B, Ark properties located at 43 Roberts Road to continue LINC construction.

MOTION CARRIED. (7 – 0)

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Alexander to adopt a Resolution for Condemnation of Property in Section B, John Counts located at 35 Mill Street Court to continue LINC construction.

MOTION CARRIED. (7 – 0)

Councilman Koritko has a concern taking property this way. What is Mr. Counts reason?

The City Manager stated Mr. Counts is opposed to the LINC and using government funds to build it. This process is to acquire for easements. Due to elevation and environmental constraints, the design had to be moved north of the creek.

PUBLIC HEARING – REQUEST DEMOLITION OF 204 ROSCOE ROAD

Mayor Brady opened a public hearing on the request to demolish 204 Roscoe Road.

Mr. Joe Jackson, applicant, representing Estate of Myrtle Jackson, Adel Miller and Elva A. Whitlock. This property was once a thriving farm but has not been utilized as a farm for over 40 year. The house to be demolished has not been inhabited in over 20 years. Early this year the property endured a storm causing large oak trees to blown down crushing the dwelling. The estimated cost to bring the structure up to livable state and meet current building codes is not economically feasible to remodel or repair and should be demolished.

No one spoke in opposition.

Mayor Brady closed the public hearing.

Motion by Councilman Guillaume, seconded by Councilwoman Jenkins to approve the request to demolish the structure located at 204 Roscoe Road.

MOTION CARRIED. (7 – 0)

PUBLIC HEARING – ALCOHOL BEVERAGE LICENSE – LEAF AND BEAN NEWNAN LLC – ADDING DISTILLED SPIRITS

Mayor Brady opened a public hearing on the application for a Retail on Premise (Pouring) Sales, Distilled Spirits, Malt Beverages and Wine License for Leaf and Bean Newnan, LLC located at 22 West Court Square, Suite A.

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

Motion by Councilman DuBose, seconded by Mayor Pro Tem Alexander to approve the application for a Retail on Premise (Pouring) Sales, Distilled Spirits, Malt Beverages and Wine License for Leaf and Bean Newnan, LLC located at 22 West Court Square, Suite A.

MOTION CARRIED. (7 – 0)

PUBLIC HEARING – ALCOHOL BEVERAGE LICENSE – DUNC’S BBQ KITCHEN, INC

Mayor Brady opened a public hearing on the application for a Retail on Premise (Pouring) Sales, Malt Beverages and Wine License for Dunc’s BBQ Kitchen, Inc. located at 98 Jackson Street.

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

Motion by Councilman Shell, seconded by Mayor Pro Tem Alexander to approve the application for a Retail on Premise (Pouring) Sales of Malt Beverages and Wine License for Dunc’s BBQ Kitchen, Inc. located at 98 Jackson Street.

MOTION CARRIED. (7– 0)

PUBLIC HEARING – ALCOHOL BEVERAGE LICENSE – EL CARNAL TACOS & MARISCOS, LLC

Mayor Brady opened a public hearing on the application for a Retail on Premise (Pouring) Sales, Malt Beverages License for El Carnal Tacos & Mariscos, LLC located at 534 Bullsboro Drive.

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

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Alexander to approve the application for a Retail on Premise (Pouring) Sales of Malt Beverages License for El Carnal Tacos & Mariscos, LLC located at 534 Bullsboro Drive.

MOTION CARRIED. (7 – 0)

REQUEST – DISPOSAL OF THE CITY’S SURPLUS AND/OR OBSOLETE PROPERTY

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Alexander to approve the request to dispose of the City’s surplus and/or obsolete property.

MOTION CARRIED. (7 – 0)

**PUBLIC HEARING – 2020 UPDATE CAPITAL IMPROVEMENTS ELEMENT,
INCLUDES 2020 UPDATE SHORT-TERM WORK PROGRAM**

Mayor Brady open a public hearing on the 2020 update to the Capital Improvements Element which includes the 2020 update to the Short-Term Work Program.

The City Planner stated per the minimum standards of the planning process, all local governments must hold one public hearing prior to the transmittal of their updates. Official transmittal to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA) is planned to be requested at the August 11 Council meeting. After review and approval of the CIE update by the RC and DCA, the Council will be asked to officially adopt the CIE update for 2020.

Mayor Brady closed the public hearing.

**REQUEST – DDA – CLOSE NORTH AND SOUTH COURT SQUARE – HOST MARKET
DAY EVENT – AUGUST 1, 2020**

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to approve the request by DDA to close North and South Court Square between Jackson Street/E Court Square and Jefferson Street/W Court Square from 6 am – 4 pm for Market Day on Saturday, August 1, 2020.

MOTION CARRIED. (7 - 0)

**CONSIDER ADDITIONAL PROFESSIONAL ENGINEERING SERVICES UNDER TASK
ORDER NO 1; PRELIMINARY ENGINEERING, PHASE 1, SCOPING FOR THE LOWER
FAYETTEVILLE ROAD OPERATIONS AND SAFETY PROJECT**

This request is to consider approval for additional Professional Engineering Services under Task Order No 1; Preliminary Engineering, Phase I, Scoping for the Lower Fayetteville Road Operations and Safety Project. During the course of study, it has been determined that the limits for study should be Greison Trail to Lora Smith Road, referred to as the Logical Termini, based on traffic projections. The proposed additional fees for professional services are \$109,395.85, fixed. This includes obtaining additional utility locations, additional concept solutions, evaluation of potential improvements, an updated GDOT Concept Report, and additional, and environmental screening. The Atlanta Regional Commission (ARC) has agreed to additional Federal-Aid funding to cover the additional fees for the expanded footprint of the project as well as the amount exceeding

our estimate at the initial request for funds. Our shared match will remain 80/20 split, with the City responsible for 20% of the fees.

Motion by Mayor Pro Tem Alexander, seconded by Councilman Guillaume to approve the Task Order No 1; Preliminary Engineering, Phase I, Additional Scope and fees for \$109,395.85 at a fixed fee.

MOTION CARRIED. (7 - 0)

INTERGOVERNMENTAL AGREEMENT BETWEEN THIRTEEN (13) LOCAL GOVERNMENT PARTIES WITHIN COWETA COUNTY – CONDUCT A SERIES OF COMMUNITY FORUMS REGARDING RACE, EQUITY, INCLUSION AND JUSTICE

The City Manager informed Council they have contacted several organizations, firms and individuals with strong history of facilitating community forums. We are still in the process of gathering proposals for your consideration. We are hoping to have the policy review proposals at the next Council meeting. We are still trying to develop an approach for the task force review. The Intergovernmental Agreement has been assembled and we have been in contact with twelve other governmental partners here in Coweta County that are interest in being a part of this town hall community session. In the Intergovernmental Agreement you will see we have general scope of services and rolls established. The City of Newnan will be taking the lead. Cost sharing is broken down with some of the smaller cities not having to share cost. The Intergovernmental Agreement is before you for your consideration.

Motion by Councilwoman Jenkins, seconded by Mayor Pro Tem Alexander to approve the Intergovernmental Agreement between Thirteen (13) Local Government Parties within Coweta County to conduct a series of Community Forums regarding Race, Equity, Inclusion and Justice.

MOTION CARRIED. (7 – 0)

REQUEST – FIRST BAPTIST CHURCH TO CLOSE MADISON STREET ON JULY 24th FOR MOBILE FOOD PANTRY

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to approve the request by First Baptist Church to close Madison Street on July 24th for a Mobile Food Pantry from 7 am – 12 pm.

MOTION CARRIED. (7 – 0)

REQUEST – CLOSE LAGRANGE STREET BETWEEN REESE STREET AND POWELL STREET – OCTOBER 3RD

Luke Paul and Paige Deweese, 81 LaGrange Street, are requesting to close LaGrange Street in front of their home from Reese Street to Powell Street from 5:15 until 6:00 pm for

their wedding ceremony. The neighbors will still have access to their homes and have been invited to attend the wedding. They are willing to compensate any police officers and staff. There will be a deputy on site during the reception.

Motion by Councilwoman Jenkins, seconded by Councilman Koritko to approve the request to close LaGrange Street from Reese Street and Powell Street on October 3rd 5:15 pm until 6:00 pm (amended time).

MOTION CARRIED. (7 – 0)

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko that we now enter into closed session as allowed by O.C.G.A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing real estate issues and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 6:54 pm.

MOTION CARRIED. (7 – 0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

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

MOTION CARRIED. (7 – 0)

ADJOURNMENT

Motion by Councilman DuBose, seconded by Councilman Koritko to adjourn the Council meeting at 7:12 pm.

MOTION CARRIED. (7 – 0)

Della Hill, City Clerk

Keith Brady, Mayor



**City of Newnan, Georgia
Mayor and Council**

Date: August 11, 2020

Agenda Item: Ordinance to set millage rate for 2020 Property Taxes

Prepared By: Katrina Cline, Finance Director

Presented By: Cleatus Phillips, City Manager

Purpose: To adopt an ordinance to set the millage rate for real and personal property taxes for the City's 2020 assessment cycle.

Background: The 2020 tax digest was received from the Coweta County Tax Commissioner on July 20, 2020. The current 2020 tax digest and 5-year history of the levy has been advertised, as required.

Funding: N/A.

Recommendation: Staff recommends that Council approve the ordinance as submitted, resulting in a millage rate for 2020 of 3.643 mills, which is the rollback rate calculated by the Coweta County Tax Commissioner for 2020.

Options:

1. Approve the ordinance as submitted.
2. Other action as directed by Council.

Attachments: Current 2020 Tax Digest and 5-Year History of Levy (as advertised).

Previous Discussion with Council: N/A.

PUBLIC NOTICE

The Newnan City Governing Authority does hereby announce that the 2020 millage rate will be set at a meeting to be held at Newnan City Hall on August 11, 2020 at 2:30 PM, and pursuant to the requirements of O.C.G.A. 48-5-32, does hereby publish the following presentment of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

City of Newnan CURRENT 2020 TAX DIGEST AND 5-YEAR HISTORY OF LEVY

City of Newnan	2015	2016	2017	2018	2019	2020*
Real and Personal	\$1,175,236,951	\$1,204,536,961	\$1,322,596,403	\$1,419,667,563	\$1,475,094,477	\$1,694,291,927
Motor Vehicles	39,862,510	28,360,230	20,606,520	15,045,190	11,991,020	9,516,854
Mobile Homes	0	0	0	0	0	0
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	0	0	0	0	0	0
Gross Digest	\$1,215,099,461	\$1,232,897,191	\$1,343,202,923	\$1,434,712,753	\$1,487,085,497	\$1,703,808,781
Less M & O Exemptions	0	0	0	0	0	0
Net M & O Digest	\$1,215,099,461	\$1,232,897,191	\$1,343,202,923	\$1,434,712,753	\$1,487,085,497	\$1,703,808,781
State of Georgia Forest Land Assistance Grant Value	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Net M & O Digest	\$1,215,099,461	\$1,232,897,191	\$1,343,202,923	\$1,434,712,753	\$1,487,085,497	\$1,703,808,781
Gross M & O Millage	8.988	9.241	8.709	8.707	8.905	8.304
Less Rollback	4.938	5.191	4.839	4.707	4.916	4.661
Net M & O Millage	4.050	4.050	3.870	4.000	3.989	3.643
Net Taxes Levied	\$4,921,153	\$4,993,234	\$5,198,195	\$5,738,851	\$5,931,984	\$6,206,975
Net Tax \$ Increase/(Decrease)	\$196,005	\$72,081	\$204,962	\$540,656	\$193,133	\$274,991
Net Tax % Increase/(Decrease)	4.15%	1.46%	4.10%	10.40%	3.37%	4.64%

* Proposed Millage Rate. Actual Millage Rate will be determined by Council at the August 11, 2020 meeting.

ORDINANCE IMPOSING TAXES FOR CORPORATE PURPOSES FOR THE YEAR 2020

BE IT ORDAINED, by the City Council of the City of Newnan, Georgia:

SECTION I. That for the purpose of paying its expenses of operation and maintenance from the 1st day of January, 2020 to the 31st day of December, 2020, the City of Newnan, Georgia, a body politic, does hereby impose and levy the following taxes:

On each one thousand (\$1,000.00) dollars of the assessed value of all real estate and all personal property in the City of Newnan, Georgia and in like proportion on less than one thousand (\$1,000.00) dollars in assessed value a tax, in the following amount:

For the general operations of the City of Newnan, the tax rate of eight and three hundred four (8.304) mills is hereby levied upon the real and personal property located within the corporate limits of the City of Newnan. This rate will produce approximately \$14,147,826 in ad valorem taxes. In compliance with the original laws regulating local option sales tax, the sum of \$7,940,851 is hereby deducted from the total levy, leaving a balance to be collected of approximately \$6,206,975, or a reduction in the ad valorem tax levy of four and six hundred sixty one (4.661) mills. The effective rate of taxation is three and six hundred forty three (3.643) mills, which is for the general operations of the City of Newnan.

SECTION II. That all taxes imposed or levied by this ordinance shall be due and payable at the office of the Coweta County Tax Commissioner approximately forty-five days after billing.

If any tax is not paid on or before the last business day of the month following the billing, interest in the amount of 0.542% per month shall be added and collected by the Tax Commissioner. Additionally, a penalty of 5% shall be added after 120 days, with an additional 5% assessed after each successive 120 days, up to a maximum of 20% of the principle amount due. If the taxes are not paid by the 31st day of March 2021, the Tax Commissioner may issue a tax execution for the tax, penalty, interest, and execution fee of twelve dollars (\$12.00) against the property of the defaulting taxpayer, directed to the police chief or any other officer or person designated by the City Council for that purpose, who shall proceed to collect the same according to law.

SECTION III. Any taxpayer whose property is under appeal with the Coweta County Tax Assessor shall make a partial payment reflecting the tax on the undisputed portion of the appraisal. Taxpayers with pending appeals who make full payment will receive a refund for any reduction in the property valuation resulting from the appeals process. Taxpayers who make partial payments will be liable for penalties on any additional tax due following resolution of the appeals process.

SECTION IV. Any ordinance or parts of ordinances in conflict with or inconsistent with this ordinance are hereby repealed.

**ORDINANCE IMPOSING TAXES FOR
CORPORATE PURPOSES FOR THE YEAR 2020**

DONE, RATIFIED AND PASSED in regular session, on this the _____ day of _____, 2020.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Mayor Pro-Tem

Cleatus Phillips, City Manager

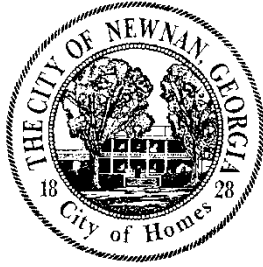
Cynthia E. Jenkins, Councilmember

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



City of Newnan, Georgia - Mayor and Council

Date: August 11, 2020

Agenda Item: Traffic Signal at W Washington St/ Brown St

Prepared by: Michael Klahr, Public Works Director/ City Engineer

Purpose: To consider removal of an existing traffic signal at the intersection of W Washington St/ Brown St and converting to stop sign control

Background: Wilburn Engineering has conducted a traffic signal warrant study for the above referenced intersection.

In accordance with the Manual on Uniform Traffic Control Devices (MUTCD), prior to the installation of a traffic signal, a study is required to determine warrants. There are generally 9 warrants considered.

At this time, the equipment in use at this intersection is sub-standard, difficult and expensive to maintain. Before considering upgrades to the equipment, the warrant study was commissioned to determine whether or not a signal is appropriate. A study could show that stop sign control is more appropriate in providing a safer, more efficient movement of traffic through the intersection.

From the study, the traffic signal is **not** warranted for existing volumes. All-Way stop control is **not** warranted for existing volumes. However, sight distance restrictions produce unsafe conditions for 2-WAY stop control and therefore, the ALL-WAY stop control was determined as the safest option.

The study also notes ADA compliance issues and recommends physical modifications.

The intersection will operate at LOS A (Level of Service) under ALL-WAY stop control, similar to the existing traffic signal operation.

Options:

- A. Convert the intersection to “ALL-WAY” stop control, and make the recommended modifications to the curbs in order to address the ADA compliance issues and to improve visibility of the stop signs.

- B. Other action as directed by Council

Funding: General Fund

Recommendation: Option A

Attachments: Summary of Findings and Recommendations
Cost Proposal for pedestrian improvements and intersection modifications

SUMMARY OF FINDINGS

The following statements summarize the findings of this study:

2. The intersection is currently signalized and operating with an electro-mechanical controller and two-phase operation with a 55-second cycle length.
3. An investigation for the need of a traffic signal was facilitated in accordance with MUTCD guidelines for Existing 2018 Conditions, using the conventional method analysis. A traffic signal was **not** warranted.
4. All-way stop control is **not** warranted for existing volumes. However, side streets have sight distance restrictions that produce unsafe conditions for 2-way stop control. Therefore, 4-way stop control was analyzed as the safest alternative to the existing traffic signal conditions.
5. ADA-compliant ramps for pedestrian crosswalks are only located at the northeast, southeast, and northwest corners at this intersection. The southwest corner is not ADA-compliant.
6. The intersection will operate at LOS A, similar levels of service as the existing traffic signal operation, if it were controlled under all-way stop conditions.

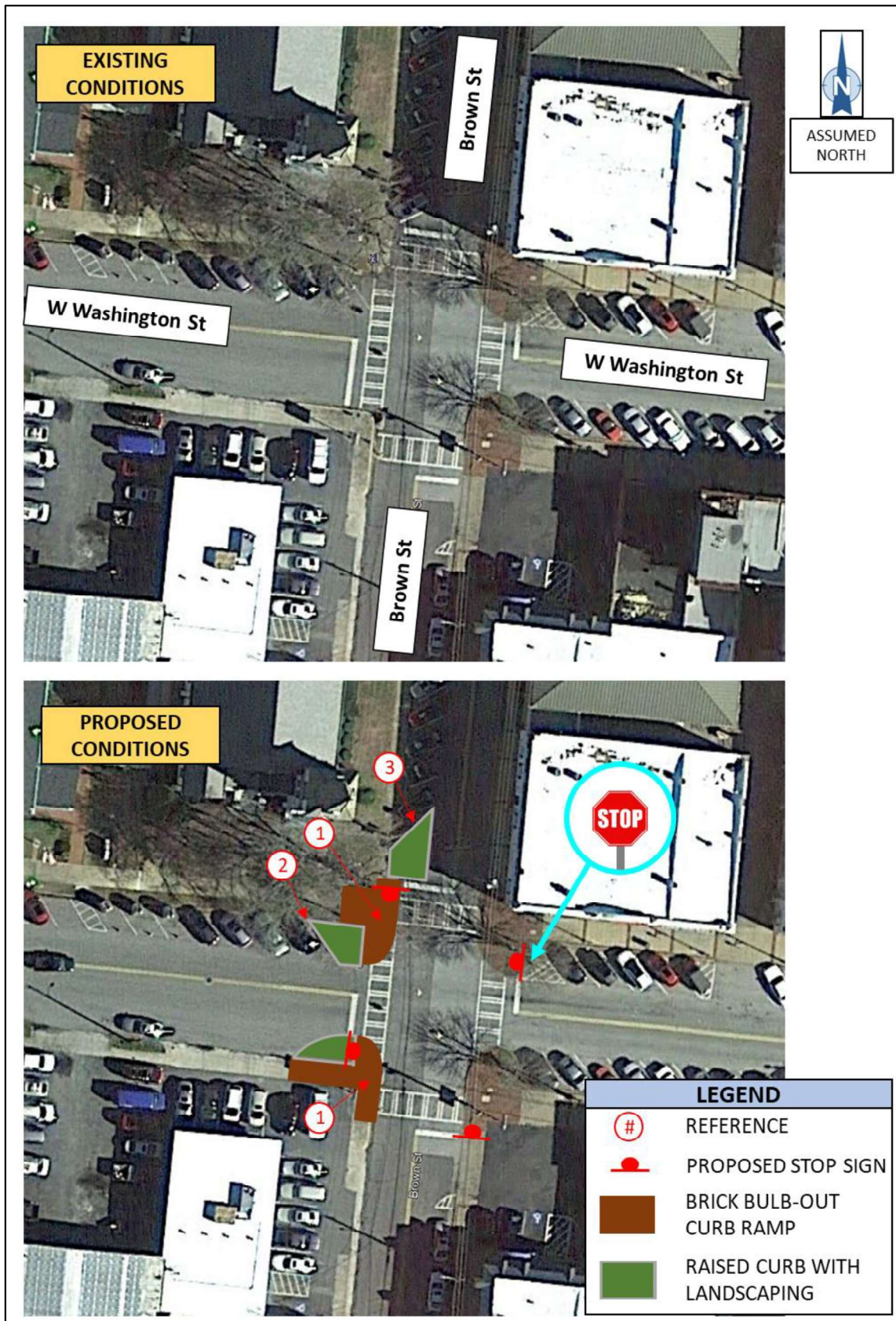
RECOMMENDATIONS

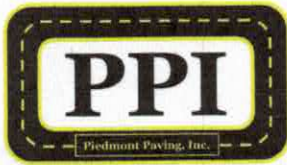
The following recommendations are made for roadway geometry and traffic control changes. These recommendations are shown in Figure 5, on the next page.

- The southwest corner of this intersection is not safe and needs to be evaluated more for ADA-compliant curb designs. Safety concerns include:
 - Non-existent ramps, gradually connecting sidewalk curbs to roadway pavement
 - Limited spacing between curb-side fire hydrant and roadway surface
 - Existing drainage issues
 - Surface buckling
- Consider bulb-out curb designs at the northwest and southwest corners that mirror the aesthetics of the existing northeast and southeast corners (Reference 1).
- Remove the closest diagonal parking space located along the eastbound approach of West Washington Street to the intersection with raised curb landscaping, providing enough spacing between the fire hydrant and roadway (Reference 2).
- Remove the two closest diagonal parking spaces located along the southbound approach of Brown Street to the intersection with raised curb landscaping, providing enough spacing between the fire hydrant and roadway (Reference 3).
- Remove the existing traffic signal operation.
- Install stop control operation on the all intersection approaches, establishing 4-way stop conditions.

Locations to consider the installation of proposed stop signs at all approaches are visually provided in Appendix G.

Figure 5: PROPOSED CONDITIONS AT WEST WASHINGTON STREET & BROWN STREET





Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263
Phone: 678-423-0586 Fax: 678-423-0588

PROPOSAL AND CONTRACT

<u>Submitted To:</u> City of Newnan Attn.: Michael Klahr	<u>Project Name:</u> Brown St. @ Washington <u>Project Location:</u> Newnan, Ga. <u>Plans Prepared By:</u> Photo by City	<u>Date:</u> 3/5/20 <u>Proposal No:</u> 7074 <u>Estimator:</u> Scott Marchman
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Piedmont Paving, Inc., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the above referenced project:

<u>ITEM</u>	<u>AMOUNT</u>
<u>1. Brown St. @ Washington Ped. Improv.</u>	\$42,729.83
Includes: Demolition Header Curb Brick Pavers w/ ADA "domed" bricks Soil for Landscape Islands Stop Signs (4) Traffic Control	
<u>2. Brown St. @ Washington Ped. Improv. (Alt.)</u>	\$39,863.48
Includes: Demolition Header Curb 4" Concrete w/ Red ADA Pads Soil for Landscape Islands Stop Signs (4) Traffic Control	

General Notes:

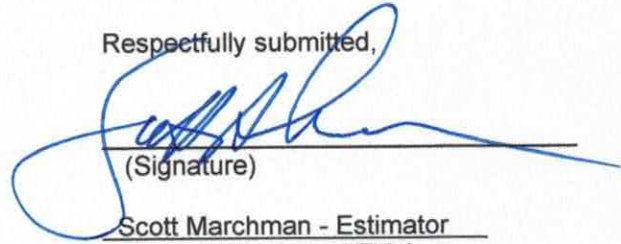
1. One mobilization is included. Add \$2,200 for each additional move in.
2. Layout, testing, bonds, sawcutting, sealcoating, rumble strips, utility coordination and adjustment of existing structures are excluded.
3. Erosion control, sediment control and associated "Best Management Practices" are excluded and shall be the responsibility of others.
4. Subgrade to be compacted, pass a proof roll and be left within 0.1' of plan grade by others prior to mobilization.
5. Pricing is based upon current material costs which are subject to change. Although we do not anticipate a significant change, Piedmont Paving has no control over the cost of asphaltic concrete paving material. In the event material unit costs change (up or down) from what is included in the estimate for this work, Piedmont Paving, Inc. will provide documentation to prove the difference in cost and adjust the invoice for that difference.
6. Drainage of the pavement surface is not guaranteed where the design slope is less than one percent.
7. Pavement lift thicknesses are based on a tolerance of 1/4" for each lift of asphalt.
8. Price includes broom cleaning of the binder or existing surface before topping only. Excessive clean-up of construction debris and/or mud shall be charged at \$1.50/SY.
9. Bituminous Prime Coat is excluded unless specifically quoted above.

Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates and that payment shall be made at the stated unit prices on the actual field measured quantities of work performed by the Company and determined upon completion of work.

If the foregoing meets with your acceptance, kindly sign below and return this proposal. Upon its receipt it is understood that the foregoing, including the terms and conditions set forth on the following page(s), will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of the Company.

Respectfully submitted,



(Signature)

Scott Marchman - Estimator
(Printed Name and Title)

CONTRACT ACCEPTANCE:

(Firm Name)

(Signature)

(Printed Name and Title)

(Date)

Piedmont Paving, Inc.

Signature

(Printed Name and Title)

(Date)

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modifications of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of the work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

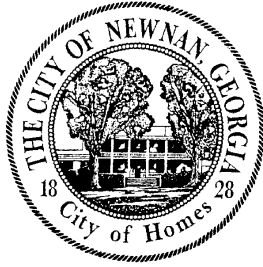
We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and the State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of this work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of our breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Coweta County, Georgia and you waive any right to jurisdiction and venue in any other place.



City of Newnan, Georgia – Mayor and City Council

Date: August 11, 2020

Agenda Item: Fee Schedule Amendment – Minor Site Plan Review Application

Prepared and Presented by: Tracy S. Dunnavant, Planning Director

Purpose: To amend the City of Newnan Fee Schedule to include a fee for a minor site plan review application.

Background:

On several occasions Staff has received site plans that require a higher level of review than a parking lot improvement plan (striping, repaving, etc.) that has a \$50 permit fee but less than a full set of civil drawings which are a minimum of \$400. Recent examples include LaParilla's new dumpster, McDonald's drive-thru modifications/new reader boards and Tesla's proposed charging stations in the Target shopping center parking lot. In an effort to address these submittals, staff is proposing the adoption of a minor site plan review application.

To qualify as a minor site plan, Staff is suggesting the project must meet the following criteria:

- 1) Already a legal lot of record and no property configuration is needed
- 2) Less than 1 acre disturbed
- 3) Adding less than 5,000 sf of new impervious surface area
- 4) Does not require a hydrology/stormwater management study/report
- 5) Meets all setbacks
- 6) No variances or rezonings are needed
- 7) No new utility mains and existing sewer and water connections are onsite/within easy access to the site

It should be noted that the project will still have to meet all overlay requirements and propose new landscaping in accordance with City ordinances.

Since this application will require review time by multiple departments, Staff is suggesting that the fee schedule be amended to offset the cost associated with the review. Staff recommends a fee amount of \$150.

Options:

- A. Amend the fee schedule to include a \$150 fee for a minor site plan review application.
- B. Amend the fee schedule to include a fee for a minor site plan review application with an amount greater or less than \$150.
- C. Leave the fee schedule as currently adopted without adding a minor site plan review fee.

Recommendation:

- D. Staff recommends Option "A"; amend the fee schedule to include a \$150 fee for submittal of a minor site plan review application.

Attachments: Resolution Amending the Fee Schedule.

Previous Discussions with Council: None

XI. DEVELOPMENT FEES

- a. Site Development Plan Review
 - 1. Residential Subdivision\$5.00/Lot; \$400.00 Minimum
 - 2. Multi-Family/Condominium..... \$8.00/Unit; \$400.00 Minimum
 - 3. Office/Commercial \$0.02/sq.ft.; \$400.00 Minimum
 - 4. Industrial \$0.01/sq.ft.; \$400.00 Minimum
 - 5. Public Street Plans Only \$0.25/Liner Foot; \$300 Minimum
 - 6. Grading Plans Only.....\$20.00/Acre; \$300 Minimum
- b. Subdivision Plats
 - 1. Preliminary Subdivision Plat\$2.00/lot \$100.00 Min
 - 2. Final Subdivision Plat (with street acceptance)..... \$100.00
 - 3. Minor Final Plat\$50.00
- c. Rezoning/Annexation Applications
 - 1. Single-Family Application.....\$500/Plus \$15.00 Per Acre
 - 2. Multi-Family Application\$500/Plus \$25.00 Per Acre
 - 3. Office/Institutional Application\$500/Plus \$15.00 Per Acre
 - 4. Commercial Application.....\$500/Plus \$25.00 Per Acre
 - 5. Industrial Application\$500/Plus \$15.00 Per Acre
 - 6. Annexation Application
\$600/Plus fees per acre as determined by the requested zoning classification.
 - 7. Overlay Zoning Application\$350.00
- d. Site Preparation Permit
 - 1. Single-Family Lot Developed Subdivision.....\$50.00
 - 2. Subdivision, Commercial, Office, Institutional and Industrial Tracts (all acreage to be rounded up to next acre)
 - a) 0-5 acres, \$100.00 for 1st acre or fraction thereof; \$50.00 per acre for next 4 acres
 - b) 5-10 acres, \$100.00 for 1st acre of fraction thereof; \$50.00 per acre for next 4 acres; \$25.00 per acre for next 5 acres
 - c) 10-100 acres, \$100.00 for 1st acre; \$50.00 per acre for next 4 acres; \$25.00 per acre; \$15.00 per acre for next 90 acres
 - d) 110 + acres, \$100.00 for 1st acre; \$50.00 per acre for next 4 acres; \$25.00 per acre for next 5 acres; \$15.00 per acre for next 90 acres; \$5.00 per acre for all acreage over 100 acres
- e. NPDES General Permit for Construction Activity\$40.00 Per Acre Fee
- as established by EPD Requirement, 391-3-6.11(4).
- f. Land Disturbing Activity Permit (based on Job Valuation)

Exhibit "A"

1. \$1,000 and Less, No Fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged.
 2. \$1001 to \$50,000, \$15.00 for the first \$1,000 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.
 3. \$50,001 to \$100,000, \$260.00 for the first \$50,000 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000.
 4. \$100,001 to \$500,000, \$460.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000
 5. \$500,001 and up, \$1,660.00 for the first \$500,000 plus \$2.00 for each additional thousand or fraction thereof.
- g. Miscellaneous Development Fees
1. Variance Application\$250.00
 2. Special Exception Application.....\$250.00
 3. Administrative Appeals Application.....\$250.00
 4. Zoning Certification Letter (basic)\$25.00
 5. Zoning Certification Letter (in depth).....\$100.00
 6. Application for Sidewalk/Driveway Permit.....\$25.00
 7. Sidewalk Inspection or Re-Inspection\$25.00
 8. Certificate of Appropriateness\$150.00
 9. Parking Lots, including resurfacing/restriping\$50.00
 10. Minor Site Plan Review\$150.00

**A RESOLUTION TO AMEND THE FEE SCHEDULE
FOR THE CITY OF NEWNAN, GEORGIA**

WHEREAS, the City Council has adopted the City Code of Ordinances which calls for the adoption of a separate fee schedule, and

WHEREAS, the City Council has created a minor site plan review application and has determined an appropriate rate for said application,

THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Newnan does hereby amend the fee schedule as attached hereto and displayed as “Exhibit A”.

SO RESOLVED THIS 11th DAY OF AUGUST, 2020

ATTEST:

L. Keith Brady, Mayor

City Clerk, Della Hill

George M Alexander, Mayor Pro-Tem

REVIEWED:

Cynthia E Jenkins, Councilmember

C. Bradford Sears, Jr. City Attorney

Raymond F DuBose, Councilmember

Cleatus Phillips, City Manager

Rhodes H Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



City of Newnan, Georgia - Mayor and Council

Date: August 11, 2020

Agenda Item: Re-Establishment of Farmer Street Cemetery Commission

Prepared By: Cleatus Phillips, City Manager

Purpose: An Ordinance to Amend the Code of Ordinances of the City of Newnan by adopting an amended ordinance re-establishing the City of Newnan Farmer Street Cemetery Commission for the protection, preservation, promotion, maintenance, and improvement of the Farmer Street Cemetery.

Background: In 2000, the Mayor and Council approved the creation of the Farmer Street Cemetery Commission. The purpose of the commission was to plan for the protection and preservation of and recommending placement of the improvements and structures within, including, but not limited to, fencing along the perimeter of the cemetery, establishing a recommended schedule for the maintenance of the cemetery; and to generally protect and preserve the cemetery. Through a series of meetings, public input, and the use of consultants, the Commission prepared its findings and made a final presentation to Council on July 8, 2003.

At that time the Commission's work was considered complete. Since that time, there has been conversation to restart the Commission. The purpose of the Commission would essentially be the same as the original purpose with specific language added to support the overall 'promotion' of the Cemetery. Also, the newly formed Commission would not have an ending date nor ending task as did the original Commission.

If adopted each Council member will appoint one member to the Commission.

Funding: N/A

Recommendation: Re-establish Farmer Street Cemetery Commission

Previous Discussion with Council: None

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF NEWNAN BY ADOPTING AN AMENDED ORDINANCE RE-
ESTABLISHING THE CITY OF NEWNAN FARMER STREET CEMETERY
COMMISSION FOR THE PROTECTION, PRESERVATION, PROMOTION,
MAINTENANCE, AND IMPROVEMENT OF THE FARMER STREET CEMETERY**

WHEREAS, the City has previously adopted Ordinance No. 00-04 creating the City of Newnan Farmer Street Cemetery Commission for the protection, preservation, promotion, maintenance and improvement of the Farmer Street Cemetery as part of its Code of Ordinances; and

WHEREAS, the City has determined that it is in the best interest of the residents of the City and the protection, preservation, promotion, maintenance and improvement of the Farmer Street cemetery to update said ordinances in order to re-establish the City of Newnan Farmer Street Cemetery Commission to provide for the protection, maintenance and preservation of said Cemetery;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Newnan and it is hereby ordained by the authority of same that Article III of Chapter 7, Cemeteries, of the Code of Ordinances be deleted in its entirety and a new Article III of Chapter 7, Cemeteries, of the Code of Ordinances of the City of Newnan re-establishing the City of Newnan Farmer Street Cemetery Commission be and is hereby adopted to read as follows:

**ARTICLE III. THE CITY OF NEWNAN FARMER STREET CEMETERY
COMMISSION**

SECTION I: 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.

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. The members shall serve until such time as the commission shall be dissolved as decided 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.

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.

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.

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

SECTION III: This Ordinance shall be effective upon adoption.

Adopted in regular session assembled, this ____ day of _____, 2020.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Mayor Pro-Tem

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

A RESOLUTION OF THE CITY OF NEWNAN (CITY) TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City shall utilize in order to received allocations and disbursements of CRF funding; and **WHEREAS**, the OPB and the State of Georgia, require formal, official action of the City governing authority to that the CRF funding may be disbursed to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NEWNAN, GEORGIA:

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor of the City of Newnan or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS UNDER THE CARES ACT AND AUTHORIZE AN OFFICIAL DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION AND PROVIDE ADDITIONAL INFORMATION AS MAY BE REQUIRED.

It is so resolved this _____ day of _____, 2020.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

George M. Alexander, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

Exhibit A

CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by

operation of law.

1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Newnan city

Street Address

25 LaGrange Street

City

State

Zipcode

Newnan

Ga

30263

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

cares@opb.georgia.gov

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

4. Property and Procurement Requirements

3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

In the event that the Grantee uses subcontractors or contractors, the Grantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable federal and state laws.

3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

5. Audit and Records Requirements

4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

4.2 Single Audit Requirements

Grantees that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

² See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

7. Financial Requirements

6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Jurisdiction: Newnan city

Advance Amount: \$653,000.75

Total Amount: \$2,176,669.16

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Cleatus Phillips
Title: City Manager
Email: Cphillps@cityofnewnan.org
Phone Number: 7702542358

2. Authorized User Two (Optional)

Name: Katrina Cline
Title: Director of Finance
Email: Kcline@cityofnewnan.org
Phone Number: 7702542358

[EXHIBITS AND SIGNATURE PAGE FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and
Drug-Free Workplace Requirements

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: **Keith Brady**
(Authorized Representative of Grantee)

Signature: 
K. Brady (Jul 24, 2020 16:27 EDT)

Title: Mayor

Date: Jul 24, 2020

EXHIBIT C
Cares Act Coronavirus Relief Fund Eligibility Certification

I, Keith Brady (Print Name), am the Mayor (Title) of Newnan city ("County"/"Municipality") and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.

3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
- c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: **Keith Brady**
(Authorized Representative of Grantee)

Signature:  Keith Brady (Jul 24, 2020 16:27 EDT)

Title: **Mayor**

Date: **Jul 24, 2020**

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.


KB

Exhibit A – Grantee Assurances


KB

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements


KB

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By: Keith Brady
(Authorized Representative of Grantee)

Signature: 
Keith Brady (Jul 24, 2020 16:27 EDT)

Title: Mayor

Date: Jul 24, 2020

SIGNATURE PAGE

RESOLUTION FOR HAZARD PAY

WHEREAS, the President of the United States declared a National Public Health Emergency of March 13, 2020; and

WHEREAS, the Governor of the State of Georgia declared a State Public Health State of Emergency on March 14, 2020 and has continued to issue multiple Executive Orders extending the State of Emergency and issuing statewide directives to combat the spread of COVID-19.

WHEREAS, the Mayor and Council of the City of Newnan have adopted several emergency ordinances for the protection of the health, safety, and welfare of the citizens, visitors, and employees of the City, including closure of city offices, closure of city facilities, and provisions for telework opportunities for non-essential front-line personnel; and

WHEREAS, the Newnan Mayor and City Council also identified certified police, certified fire and sanitation employees as essential front-line personnel, substantially dedicated to protecting the public health, safety, and welfare of the City by preventing or minimizing the spread of COVID-19; and

WHEREAS, the City of Newnan closed city offices, city facilities, and made provisions for teleworking for all non-essential front-line personnel through May 24, 2020; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Governor of the State of Georgia announced on June 29, 2020 that the State of Georgia distribute Cares Act funding to local government units to provide vital resources in combating COVID-19; and

WHEREAS, the Cares Act provides that use of such funds shall comply with criteria established by Section 601(d) of the Social Security Act

WHEREAS, Hazard Pay has been identified as an eligible of use Cares Act funding as identified in guidance provided by the Department of Treasury to State, Territorial, Local and Tribal Governments on June 30, 2020; and

WHEREAS, certified police officers, certified firefighters and sanitation employees of the City of Newnan routinely placed themselves into hazardous situations in order to provide essential public health and public safety services to combat the spread of COVID-19.

NOW, THEREFORE, IT IS HEREBY RESOLVED that all certified police officers, certified firefighters, and sanitation employees of the City of Newnan are to be paid one-time hazard pay as specified below:

- I. Hazard pay shall be calculated based upon the actual number of hours worked from March 14, 2020 through May 24, 2020. This shall include all

hours physically worked on duty and shall not include any paid time off such as sick, vacation, compensation time, or COVID hours.

- II. Hazard pay for certified police officers and sanitation employees shall be paid at a rate of \$3.00 per hour.
- III. Hazard pay for certified fire fighters shall be paid at a rate of \$2.16 per hour.
- IV. Hazard pay shall be made to eligible employees in the form of a one-time payment before September 1, 2020.

IT IS SO RESOLVED this _____ day of _____, 2020.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

George M. Alexander, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

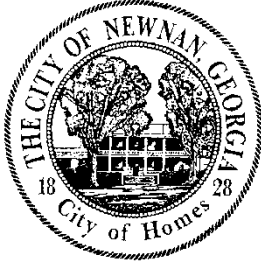
Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



City of Newnan, Georgia - Mayor and Council

Date: August 11, 2020

Agenda Item: Consideration of Encroachment Agreement between the City of Newnan and Newnan Views Townhome Association, Inc.

Prepared and Presented by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider an Encroachment Agreement between the City of Newnan and Newnan Views Townhome Association, Inc. to allow for the construction of a seat wall near the intersection of LaGrange Street and Powell Street and for other purposes.

Background: City staff, working in concert with the City Attorney's office as well as the City of Newnan's Engineering Department, has provided comment and direction as to the development of the Encroachment Agreement.

The Agreement would allow for the construction of a brick and mortar seat wall in front of six residential units at the Newnan Views residential development along LaGrange Street. A portion of the wall would continue along Powell Street to a terminus point less than ten feet from the back of the painted stop bar located in the roadway.

Please note that City staff and the City Attorney's Office has reviewed the Encroachment Agreement.

Funding: N/A.

Recommendation: Newnan City Council may consider the execution of the Encroachment Agreement as presented.

Attachments:

1. Owner Request Letter
2. Encroachment Agreement

Previous Discussions with Council: None

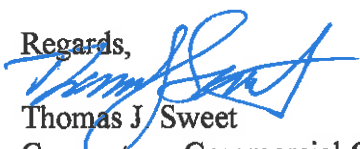
August 4, 2020

To:
Newnan City Council

Cornerstone Commercial Contractors Inc would like to request permission to build an 18in. high brick seat wall with 2ft tall columns at each Newnan Views Townhome entrance walkway. This wall will begin at the front walkway of Lot 1 located on Powell St and extend northernly along the frontage of lots 1-6 located on Lagrange St. The brick and mortar will be the same as the selections on the exterior of Lots 1, 3, & 6.

The purpose of the 18in high brick seat wall to be located directly behind the existing sidewalks will enhance the exterior landscaping by helping to level up the front sodded yards to create a more usable space that is easier to maintain and provide right of way seating for individuals to enjoy local parades. This wall request is in keeping with the adjacent Lagrange St property owners existing retaining walls and will provide additional property protection.

Regards,



Thomas J Sweet

Cornerstone Commercial Contractors Inc.

UPON RECORDING RETURN TO:
C. Bradford Sears, Jr., Esq.
Sanders, Haugen & Sears, P.C.
P.O. Box 1177
Newnan, Georgia 30264-1177

ENCROACHMENT AGREEMENT

THIS DECLARATION OF ENCROACHMENT AGREEMENT (hereinafter referred to as this "Agreement"), is made and entered into on the ____ day of _____, 2020, by and between NEWNAN VIEWS TOWNHOME ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter referred to as "Newnan Views" or "Owner") and the CITY OF NEWNAN (hereinafter "City") (Owner and City are hereinafter sometimes referred to collectively as the "Parties").

WHEREAS, Newnan Views, is the Owner of the Property described on Exhibit "A" attached hereto, and recorded in Plat Book 96, Page 274, Office of the Clerk, Coweta County, Georgia Superior Court; and

WHEREAS, Owner desired to construct a seat wall as depicted on the attached Exhibit "B" which encroaches on the City's right-of-way (the "Encroachment").

NOW THEREFORE, for and in consideration of the sum of \$10.00 (Ten and No/100 Dollars) in hand paid, the receipt and adequacy of which is hereby acknowledged, City shall grant and convey to Owner the right to encroach upon its right-of-way subject to the following terms and conditions:

1. The City hereby give, on the terms and conditions set forth herein, its permission to owner to construct, use, operate and maintain said encroachment. Such permission is given on the express understanding and condition, that said construction, use, operation and maintenance of the encroachment is a permissive use which is revocable by the City on the terms and conditions set forth herein.

2. Owner shall construct, use, operate and maintain said Encroachment in a safe and proper manner at all times. Further, Owner acknowledges said operation, use and maintenance of the encroachment is a permissive right only and shall never become

the basis of a prescriptive right, easement or title to the right-of-way or any interest in the right-of-way.

3. Owner agrees to remove, at Owner's expense, said Encroachment in any of the following events:

- a. The City determines, in good faith, that said Encroachment interferes with or endangers the proper operation and maintenance of the right-of-way of any utility or the sidewalk located in the right-of-way; or
- b. The City finds it necessary to excavate the right-of-way in order to maintain the right-of-way or any utilities located in the right-of-way or the sidewalk located in the right-of-way or for some other purpose relating to maintenance of the right-of-way.
- c. The City finds it necessary to expand the roadway of LaGrange Street and relocate the sidewalk within the right-of-way.

4. In the event Owner fails to remove said Encroachment from the right-of-way if requested to do so by City in the event any of the eventualities of the foregoing paragraph occur, within 30 days of being notified by the City to do so, the City may remove the Encroachment and the City may enter upon Owner's property to effect such removal without the City incurring any liability whatsoever to owner, and in such event, Owner shall be liable to City for any and all reasonable costs incurred by the City on connection with the removal and restoration and shall reimburse the City for such costs upon demand of City within 30 days of the date City demands payment for such costs.

5. Owner shall not do or permit to be done any of the following acts on said right-of-way: (a) expand the Encroachment beyond what is depicted on Exhibit "B", (b) construct or erect any other encroachments or other structures on said right-of-way.

6. Owner does hereby covenant and agree that it will not do anything or cause anything to be done which would adversely affect the ability of the walking, traveling or driving public or the City to utilize any portion of the right-of-way or the Encroachment, nor will Owner do anything or cause anything to be done which would cause physical injury to anyone walking, traveling or driving within the right-of-way or utilizing the Encroachment. Owner further agrees that it will not disturb any portion of the right-of-way including the Encroachment without first notifying the City and obtaining permission from the City. Further, Owner does hereby covenant and agree that it will not do anything or cause anything to be done which would adversely affect any utilities owned by the City or others which are located in the area adjacent to the Encroachment or may be located in the area adjacent to the Encroachment in the future.

7. City does hereby reserve the right to use the right-of-way for any other purpose or purposes not inconsistent with the Encroachment in the right-of-way under the terms and conditions granted herein.

8. The Encroachment granted herein is granted without any representation or warranty of any kind or nature whatsoever with respect to the ability of the Owner to use the Encroachment for the purpose intended.

9. Owner agrees to indemnify and hold the City harmless from any and all claims for damages for injuries to persons or property arising out of any incident involving the construction, maintenance or operation and use of the right-of-way for the placement and maintenance of the Encroachment. The Owner agrees to maintain liability insurance in an amount as may be specified by the City and deemed sufficient to protect the City from any and all claims for damages to persons or property including costs and attorneys fees with the city named as an additional insured.

10. Enforcement of the covenants and conditions contained herein shall be by any proceeding at law or in equity. The remedies given to the City are distinct and cumulative. The exercise of any one remedy shall not bar the City from exercising any or all of its other remedies hereunder or any other right or remedy which the City may have either at law or equity.

11. This Agreement and the Exhibits attached hereto constitute the full and complete agreement amount City and owner with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreements or understanding shall be inadmissible to take from, add to or alter the terms of this Agreement. There is no consideration for this Agreement other than that expressed herein.

12. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written and recorded consent of the parties hereto.

13. The terms, conditions and obligations set out in this Agreement shall be binding upon Owner and its successors or assigns

IN WITNESS WHEREOF, the Parties hereto set their hand, affixed its seal, and delivered these presents, on the date set opposite the execution of each.

Signed, sealed in our presence this 28th day of May, 2020.

NEWNAN VIEWS TOWNHOME ASSOCIATION, INC.

By: Thomas M. Posey
Thomas M. Posey, CEO

Attest: Robert J. Sweet
Robert J. Sweet, Secretary

Signed, sealed and delivered
this 28th day of May
2020, in the presence of:

Elaine Caywood
Witness

(Notary Public)
My Commission Expires: 04/30/2023



Signatures continued on next page

CITY OF NEWNAN

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Signed, sealed and delivered this
_____ day of _____, 2020
in the presence of:

Witness

(Notary Public)
My Commission Expires: _____

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Newnan, Coweta County, Georgia, being interior tracts 1, 2, 3, 4, 5 and 6 as shown on that plat of survey made by Chris w. Robertson, Registered Land Surveyor, as recorded in Plat Book 96, Page 274, Office of the Clerk, Coweta County, Georgia Superior Court, reference to which plat is hereby made for a more particular and accurate description of the property conveyed herein.

EXHIBIT “B”

(See attached landscape drawing)

**NEWMAN VIEWS
(PHASE I)**
NEWMAN, GEORGIA

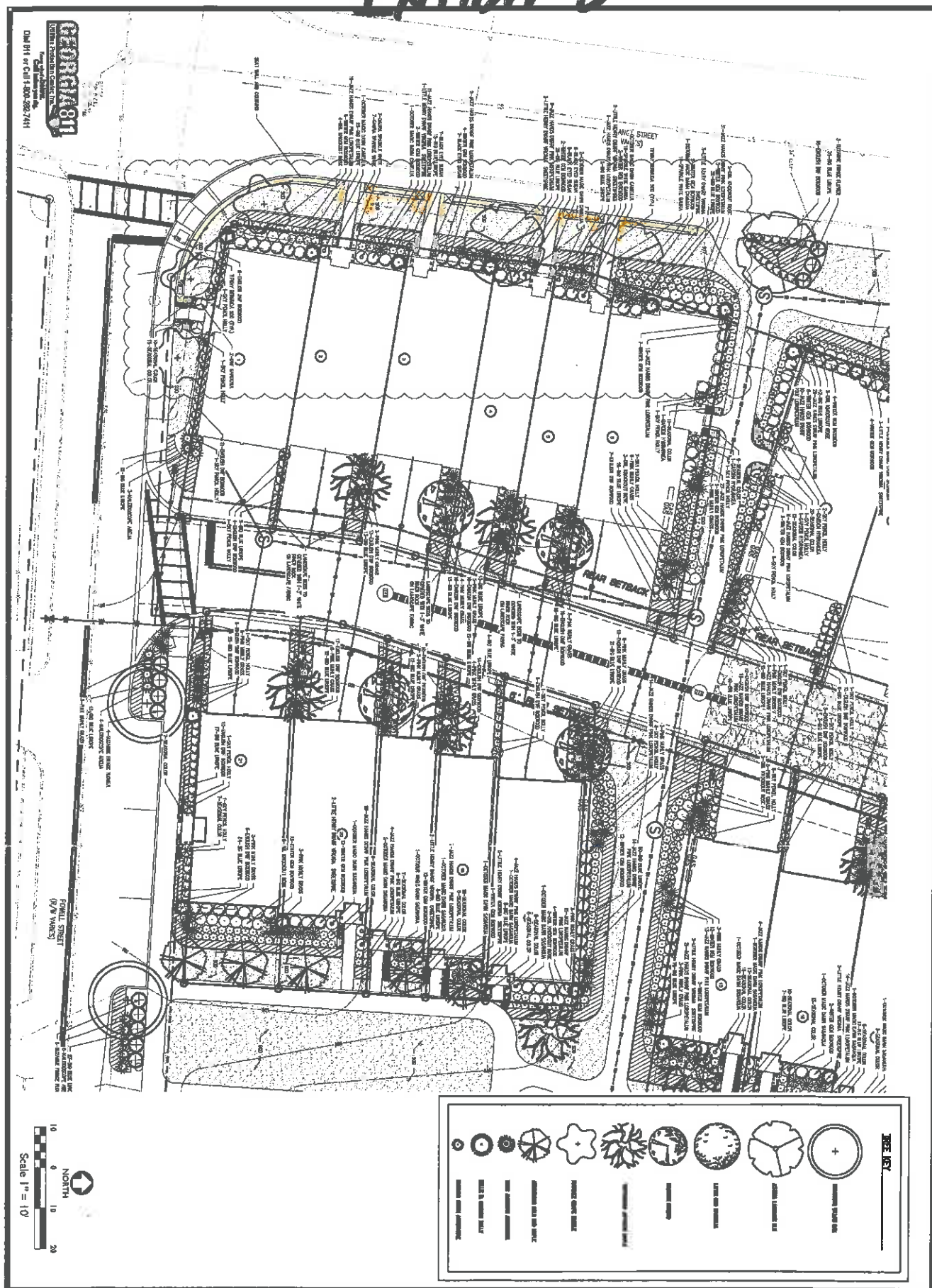
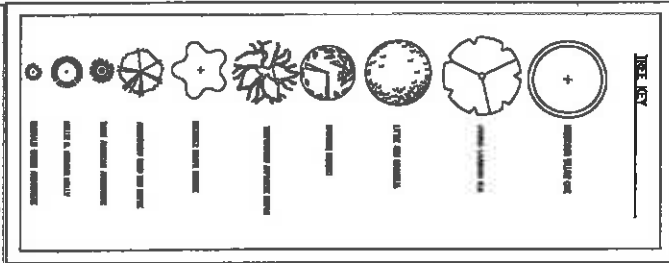
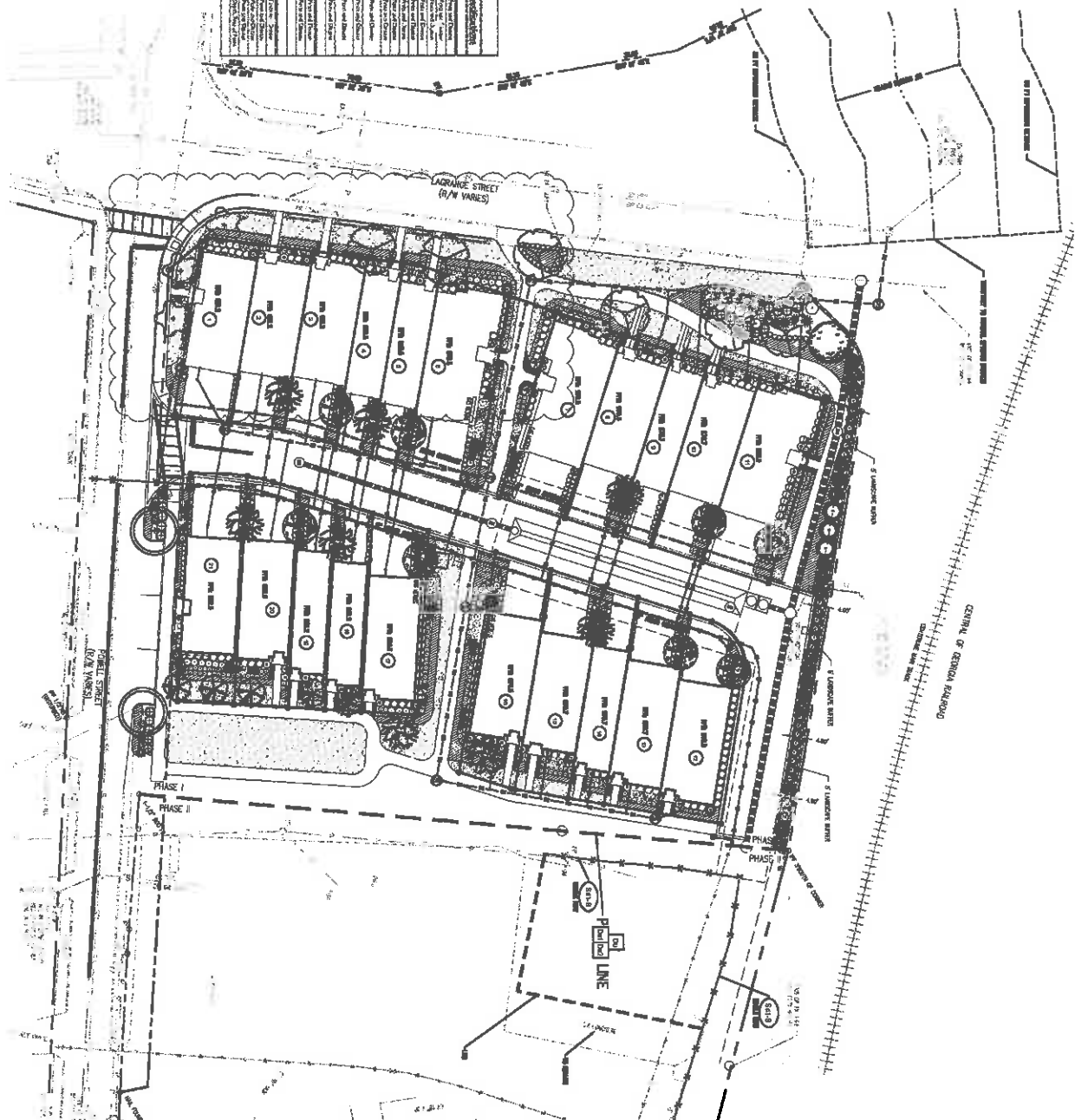
LANDSCAPE
ENLARGEMENT PLAN

Exhibit "B"



Code	Plant Name	Quantity	Notes
1	Large Tree	1	1.00
2	Medium Tree	2	2.00
3	Small Tree	3	3.00
4	Shrub	4	4.00
5	Palm	5	5.00
6	Banyan	6	6.00
7	Cactus	7	7.00
8	Fern	8	8.00
9	Floral	9	9.00
10	Foliage	10	10.00
11	Trellis	11	11.00
12	Vine	12	12.00
13	Hedge	13	13.00
14	Barrier	14	14.00
15	Screen	15	15.00
16	Mound	16	16.00
17	Climber	17	17.00
18	Spiller	18	18.00
19	Bush	19	19.00
20	Shrub	20	20.00
21	Palm	21	21.00
22	Banyan	22	22.00
23	Cactus	23	23.00
24	Fern	24	24.00
25	Floral	25	25.00
26	Foliage	26	26.00
27	Trellis	27	27.00
28	Vine	28	28.00
29	Hedge	29	29.00
30	Barrier	30	30.00
31	Screen	31	31.00
32	Mound	32	32.00
33	Climber	33	33.00
34	Spiller	34	34.00
35	Bush	35	35.00
36	Shrub	36	36.00
37	Palm	37	37.00
38	Banyan	38	38.00
39	Cactus	39	39.00
40	Fern	40	40.00
41	Floral	41	41.00
42	Foliage	42	42.00
43	Trellis	43	43.00
44	Vine	44	44.00
45	Hedge	45	45.00
46	Barrier	46	46.00
47	Screen	47	47.00
48	Mound	48	48.00
49	Climber	49	49.00
50	Spiller	50	50.00
51	Bush	51	51.00
52	Shrub	52	52.00
53	Palm	53	53.00
54	Banyan	54	54.00
55	Cactus	55	55.00
56	Fern	56	56.00
57	Floral	57	57.00
58	Foliage	58	58.00
59	Trellis	59	59.00
60	Vine	60	60.00
61	Hedge	61	61.00
62	Barrier	62	62.00
63	Screen	63	63.00
64	Mound	64	64.00
65	Climber	65	65.00
66	Spiller	66	66.00
67	Bush	67	67.00
68	Shrub	68	68.00
69	Palm	69	69.00
70	Banyan	70	70.00
71	Cactus	71	71.00
72	Fern	72	72.00
73	Floral	73	73.00
74	Foliage	74	74.00
75	Trellis	75	75.00
76	Vine	76	76.00
77	Hedge	77	77.00
78	Barrier	78	78.00
79	Screen	79	79.00
80	Mound	80	80.00
81	Climber	81	81.00
82	Spiller	82	82.00
83	Bush	83	83.00
84	Shrub	84	84.00
85	Palm	85	85.00
86	Banyan	86	86.00
87	Cactus	87	87.00
88	Fern	88	88.00
89	Floral	89	89.00
90	Foliage	90	90.00
91	Trellis	91	91.00
92	Vine	92	92.00
93	Hedge	93	93.00
94	Barrier	94	94.00
95	Screen	95	95.00
96	Mound	96	96.00
97	Climber	97	97.00
98	Spiller	98	98.00
99	Bush	99	99.00
100	Shrub	100	100.00

GEORGIA
LANDSCAPE ARCHITECTS, INC.
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: (404) 525-7441
Fax: (404) 525-7442
Email: info@georgialandscap.com



PROJECT NO. 1415
DATE 10/15/14
REVISIONS
1. REVISED CITY COMMENTS
2. REVISED WATER & SEWER LOCATION
3. REVISED EROSION CONTROL
4. WATER & SEWER REVISION
5. ADJUST RAIL WALL ADDRESS
DESIGNED BY J. L. BROWN
CHECKED BY J. L. BROWN
DATE 10/15/14
PROJECT NO. 1415
SHEET L3.0

NEWMAN VIEWS
(PHASE I)
NEWMAN, GEORGIA

OVERALL LANDSCAPE

A/E/C
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: (404) 525-7441
Fax: (404) 525-7442
Email: info@georgialandscap.com



Williams, Turner & Mathis, Inc.

PO Box 450289
Atlanta GA 31145
770-934-3248
FAX 770-723-8081
www.wtm-insurance.com

Memo

Page 1 of 1

Account
NEWNVIE-01

Date
6/18/2020

Policy number: 5224875000

Servicing Representative: Erinn Owens
Producer: Bernard Preamble

Newnan Views Townhome Association, Inc.
4994 Lower Roswell Rd., Suite 9
Marietta, GA 30068

Newnan Views – Property Schedule – 65 Greenville St., Newnan, GA 30263

Policy #5224875000

Effective 6/15/20

The total property value of \$78,700 on the above policy includes:

\$50,000 Property Line Retaining Wall

\$7,000 Fence above Wall

\$5,000 Mailbox Kiosk

\$8,000 Retaining Wall

\$7,500 Street Lights

\$1,200 Street Sign

Elizabeth Daniels

Elizabeth Daniels, AAI, ACSR
Commercial Representative
Williams, Turner & Mathis, Inc.



City of Newnan, Georgia - Mayor and Council

Date: August 11, 2020

Agenda Item: Request for transmittal of the 2020 update to the Capital Improvements Element (CIE), which includes the Short-Term Work Program (STWP), to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA)

Prepared and Presented by: Chris Cole, Planner

Submitted by: Tracy Dunnavant, Planning & Zoning Director

Purpose: To request official transmittal of the 2020 update to the CIE, including the STWP, to the Three Rivers RC and the Georgia DCA.

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

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

Per the minimum standards of the planning process, all local governments must hold a minimum of one public hearing prior to the transmittal of each CIE update. The City has previously held the public hearing and staff is now requesting official transmittal of the document to the RC and DCA for review and comments. Formal adoption of the update by this body will be requested once approval is gained by both institutions.

Options:

- A. Adopt the resolution approving transmittal of the 2020 update to the CIE, which includes the STWP.

Funding: N/A

Recommendation: Option A

Attachments: Transmittal resolution

Previous Discussions with Council: July 21, 2020

**A RESOLUTION AUTHORIZING THE TRANSMITTAL OF THE CITY OF
NEWNAN’S 2020 UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT,
INCLUDING THE SHORT-TERM WORK PROGRAM, TO THE THREE RIVERS
REGIONAL COMMISSION**

CITY OF NEWNAN, GEORGIA

WHEREAS, the City of Newnan has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on July 21, 2020 at City Hall.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and Council of the City of Newnan does hereby submit the annual update of the Capital Improvements Element and Short-Term Work Program covering the one-year period 2020-2021 to the Three Rivers Regional Commission for Regional Review, as per the requirements of the Georgia Planning Act of 1989.

This Resolution is adopted this 11th day of August, 2020.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

George M. Alexander, Mayor Pro Tem

REVIEWED:

Cynthia E. Jenkins, Councilmember

C. Bradford Sears, Jr., City Attorney

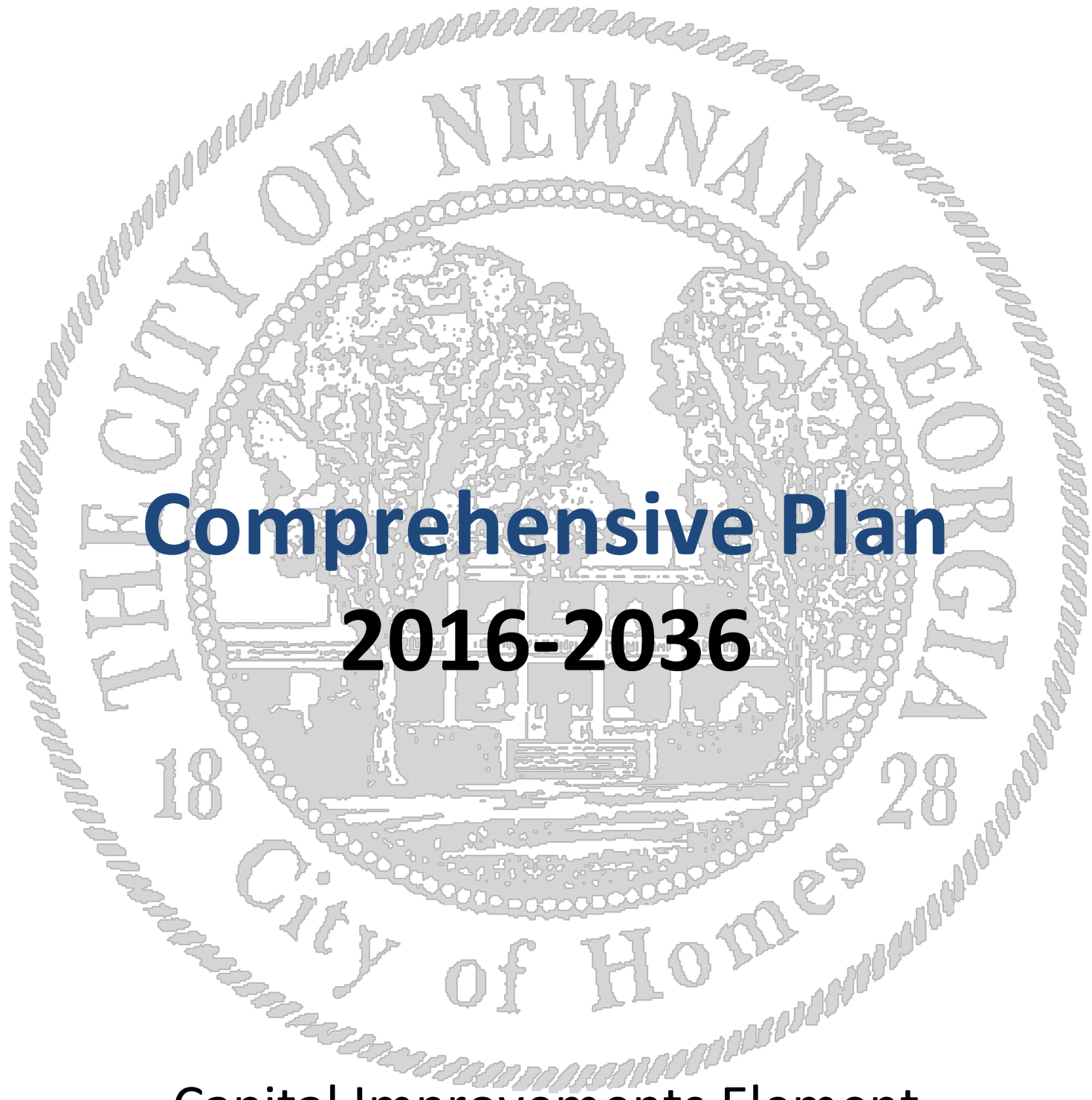
Raymond F. DuBose, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

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

Comprehensive Plan 2016-2036

**Capital Improvements Element
with Short-Term Work Program
2020 Update**

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CITY OF NEWNAN | Annual STWP-CIE

2020 Update

I. Introduction

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

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

CITY OF NEWNAN | Annual STWP-CIE

2020 Update

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

Whether or not a jurisdiction is required to have a CIE in their comprehensive plan they must have a STWP, as required by the Georgia Planning Act. This is necessary to maintain Qualified Local Government (QLG) status. The STWP is a key implementation tool, which reflects those activities and strategies the local government has chosen to undertake in the current five-year period (2020-2024). The City of Newnan has chosen to also provide a long-term and ongoing activities table for reference.

IMPROVEMENTS STWP ADDENDUM						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Replacement of stacked rock culverts at Savannah and Pinson Street	2020	2022	\$500,000	None	CDBG, SPLOST 19	Public Works
Rehabilitate and/or Reconstruction of substandard and dilapidated housing units within Chalk Level area	2020	2022	\$500,000	None	CDBG, CHIP, NSP, local homeowner funds	Planning & Zoning
Develop LINC trail system (Phases 1-4)	2017	2022	\$10,035,800	\$3,800,000	SPLOST 13, Impact Fees, General Fund	City Manager
Improvements to Lower Fayetteville Road (PE Phase I Scoping)	2019	2021	\$625,000	\$0	Federal Share is \$500,000, Match Amount is \$125,000 (SPLOST 13)	Engineering
Renovations of CJ Smith Park	2019	2021	\$4,500,000	\$0	SPLOST 19	City Manager
Renovations of Pickett Field	2019	2021	\$1,300,000	\$0	SPLOST 19	City Manager
Construction of Pickleball Facility	2019	2021	\$2,000,000	\$0	General Fund	City Manager
Improvements to Fire Training Facility	2020	2022	\$1,750,000	\$0	SPLOST 19	Fire
Jackson/Jefferson/Clark/Bullsboro segment traffic study	2015	2020	\$75,000	\$0	LCI, SPLOST 13, Match Amount is \$18,750	Engineering
Jackson Street (North) from Elm Street to Clark Street	2018	2019	\$355,350	\$0	TBD, City, Match Amount is \$71,070	Engineering

CITY OF NEWNAN | Annual STWP-CIE

2020 Update

E. Washington Street from Farmer Street to Perry Street	2019	2020	\$1,234,170	\$0	LCI, City, Match Amount is \$246,834	City
Andrew Street Extension from Augusta Drive to E. Broad Street	2018	2021	\$4,549,000	\$2,500,000	Impact Fees, City	City
Intelligent traffic operations	2016	2021	\$200,000	\$0	SPLOST 13	Engineering
Obtain light duty response truck	2018	2021	\$200,000	\$200,000	Impact Fees	Fire
Acquire a heavy-duty vehicle for fire department	2024	2024	\$550,000	\$550,000	Impact Fees	Fire
Work with community partners to develop program extolling the benefits of historic preservation and tourism	2014	2020	Staff Time, Other materials	\$0	City, Historical Society, Hotel/Motel Tax, Grants (Shares Unknown)	Historical Society, Convention & Visitors Bureau, PIO, Business Development, Explore Newnan-Coweta
Obtain National Register District designation for Chalk Level Neighborhood	2013	2021	\$2,000	\$0	NURA	NURA, Planning & Zoning
Continue Neighborhood Stabilization Program (NSP III)	2011	2021	\$100,000	\$0	Neighborhood Stabilization Program Grant	Planning & Zoning, Housing Authority
Continue Neighborhood Stabilization Program (NSP I)	2013	2021	\$100,000	\$0	NSP Revenue, NSP Grant	Planning & Zoning, Housing Authority, Habitat for Humanity
Sidewalks along Greison Trail	2014	2021	\$800,000	\$0	SPLOST 19	Public Works
Sidewalks along Sprayberry Road	2014	2021	\$278,000	\$0	SPLOST 19, Transportation Alternative Program (TAP)	Public Works
Sidewalks along Jackson Street	2020	2022	\$2,240,000	\$0	SPLOST 19, Transportation Alternative Program (TAP)	Public Works

Source: City of Newnan

Note: Building, Planning & Zoning, Public Works, Beautification, Information Technology, Police, Fire, Engineering, Business Development refer to those respective departments of the City of Newnan. County refers to Coweta County. Acronyms used refer to: RC- Three Rivers Regional Commission, ARC- Atlanta Regional Commission, GRTA- Georgia Regional Transportation Authority, NURA- Newnan Urban Redevelopment Agency, NCAC – Newnan Cultural Arts Commission. Other groups referenced, like the Historical Society, represent those organizations servicing either Newnan or Coweta County as a whole.

CITY OF NEWNAN | Annual STWP-CIE

2020 Update

IMPROVEMENTS STWP ADDENDUM LONG-TERM, INDEFINITE, AND CONTINUOUS ACTIVITIES*						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Develop LINC trail system	2017	2027	\$27,847,026.90	\$3,800,000	Impact Fees, City, County	City Manager
Improvements to Lower Fayetteville Road	2017	2028	\$67,560,000	\$2,500,000	Impact Fees, City, FHWA	Engineering
Acquire a heavy-duty vehicle for fire department	2026	2026	\$600,000	\$600,000	Impact Fees	Fire
Acquire a heavy-duty vehicle for fire department	2030	2030	\$650,000	\$650,000	Impact Fees	Fire

Source: City of Newnan

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

*Long-Term means any activity that is to begin in or more than five years (2025) from the current year (2020). All activities that have an indefinite or continuous end date, but a known start date prior to 2025, are included here to have the STWP represent only activities with known start end dates. Also, it is conceivable that many of the activities with unknown end dates are or may become permanently ongoing activities.

CITY OF NEWNAN | Annual STWP-CIE

2020 Update

III. Impact Fee Financial Report Updates

The purpose of annually reporting on the financial state of impact fees is to provide an overview of impact fees collected and spent by category of public facility and service area. As seen below, there is a report for 2019, which is the last completed year.

ANNUAL FINANCIAL REPORT FOR 2019					
Public Facility Type	Parks and Recreation	Fire Services	Police Protection	Roads, Streets, and Bridges	Total
Service Area	City of Newnan	City of Newnan	City of Newnan	City of Newnan	
Beginning Impact Fee Fund Balance	\$144,117.70	\$441,081.96	\$1.92	\$52,846.32	\$638,047.90
Impact Fees Collected	\$508,500.50	\$244,546.82	\$0	\$210,239.50	\$963,286.82
Accrued Interest	\$1,539.55	\$1,019.43	\$0	\$534.60	\$3,093.58
Project Expenditures	\$32,272.12	\$433,764.18	\$0	\$31,914.99	\$497,951.29
Impact Fee Refunds	\$0	\$0	\$0	\$0	\$0
Ending Impact Fee Fund Balance	\$621,885.63	\$252,884.03	\$1.92	\$231,705.43	\$1,106,477.01
Impact Fees Encumbered	\$0	\$0	\$0	\$0	\$0

Source: City of Newnan Finance Department – Fund 375 Impact Fees

Administrative Fees

Three percent of each impact fee is added to the final amount as an administrative fee. This portion of the impact fee pays for banking fees to maintain the impact fee account and helps fund the salaries of the administrator who collects the impact fees and other staff members of the Planning and Zoning Department who update the CIE, prepare financial reports, and other related activities. For 2019, the only costs associated with implementation were banking fees and the salaries of those various employees. The amount collected in administrative fees was \$27,636.90.

CITY OF NEWNAN | Annual STWP-CIE

2020 Update

IV. Capital Improvements Element (CIE) Project Updates

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

Capital Improvements Projects: Parks and Recreation

Newnan	Capital Improvements Projects - 2020						
Public Facility	Parks and Recreation						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Develop LINC trail system (Phases 1-4)	2017	2022	\$10,035,800	\$3,800,000	SPLOST 13, Impact Fees, General Fund	City Manager	Under Construction

Source: City of Newnan Planning and Zoning Department

Capital Improvements Projects: Fire Services

Newnan	Capital Improvements Projects - 2020						
Public Facility	Fire Services						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Obtain light duty response truck	2018	2021	\$200,000	\$200,000	Impact Fees	Fire	Planning
Acquire a heavy-duty vehicle for fire department	2024	2024	\$550,000	\$550,000	Impact Fees	Fire	Planning

Source: City of Newnan Planning and Zoning Department

CITY OF NEWNAN | Annual STWP-CIE

2020 Update

Capital Improvements Projects: Roads, Streets, and Bridges

Newnan	Capital Improvements Projects - 2020						
Public Facility	Roads, Streets, and Bridges						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Andrew Street Extension from Augusta Drive to E. Broad Street	2018	2021	\$4,549,000	\$2,500,000	Impact Fees, City	Engineering	Early Concept Phase
Replacement of stacked rock culverts at Savannah and Pinson Street	2020	2022	\$500,000	None	CDBG, SPLOST 19	Public Works	Early Concept Phase

Source: City of Newnan Planning and Zoning Department

* McIntosh Parkway was referred to as East Washington Extension and Greison Trail/Bypass Connector, respectively, in earlier CIEs.

CITY OF NEWNAN | Annual STWP-CIE

2020 Update

V. Wastewater Collection and Treatment Updates

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

Similar to previous public facilities, those items for wastewater collection and treatment that have completion dates beyond 2024 are not shown in the CIE and STWP.

ANNUAL FINANCIAL REPORT FOR 2019	
Public Facility Type	Wastewater Collection and Treatment
Service Area	City of Newnan
Beginning Impact Fee Fund Balance	\$5,757,749.03
Impact Fees Collected	\$2,332,109.85
Accrued Interest	\$0.00
Project Expenditures	\$4,513,740.00
Administrative Costs	\$69,963.30
Impact Fee Refunds	\$0
Ending Impact Fee Fund Balance	\$3,506,155.59
Impact Fees Encumbered	\$0

Source: Newnan Utilities

IMPROVEMENTS STWP ADDENDUM						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Mineral Springs Upgrade	2016	2021	\$4,500,000	\$4,500,000	Impact Fees (100%)	Newnan Utilities
Collection System Improvements	2019	2023	\$2,000,000	\$2,000,000	Impact Fees (100%)	Newnan Utilities

CITY OF NEWNAN | Annual STWP-CIE

2020 Update

IMPROVEMENTS-STWP ADDENDUM LONG-TERM, INDEFINITE, AND CONTINUOUS ACTIVITIES*						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Phase III – Expansion of Mineral Springs WPCP	Indefinite	Indefinite	\$13,000,000	\$13,000,000	Impact Fees (100%), Other Sources	Newnan Utilities
Phase IV – Expansion Wahoo Creek	Indefinite	Indefinite	\$15,000,000	\$15,000,000	Impact Fees (100%), Other Sources	Newnan Utilities
Land Treatment	Indefinite	Indefinite	\$10,000,000	\$10,000,000	Impact Fees (100%), Other Sources	Newnan Utilities
Collection System Construction	Indefinite	Indefinite	\$5,000,000	\$5,000,000	Impact Fees (100%), Other Sources	Newnan Utilities

Source: Newnan Utilities and Wiedeman and Singleton, Inc.

*Long-Term means any activity that is to end more than five years (2025) from the current year (2020). It is conceivable that many of the activities with unknown end dates are or may become permanently ongoing activities. In addition, the figures are not exact totals for the projects they represent. They are estimates as used in the "Calculation of Impact Fee in 2005" table.

Wastewater Collection and Treatment CIE

Newnan	Capital Improvements Projects -- 2019				
Public Facility	Wastewater Collection and Treatment				
Service Area	City Limits				
Project Description	Project Start Date	Project End Date	Estimated Cost of Project*	Funding Sources	Status
Grit Collector, Clarifier Drivers, Belt Press Upgrade, Bar Screen Upgrade	2018	2022	\$1,200,000	Impact Fees (100%)	Construction
Mineral Springs Upgrade	2016	2021	\$4,500,000	Impact Fees (100%)	Construction
Collection System Improvements	2018	2023	\$2,000,000	Impact Fees (100%)	Planning



Office of the Mayor

L. Keith Brady, Mayor

August 11, 2020

Three Rivers Regional Commission
P.O. Box 1600
Franklin, GA 30217

RE: Annual Capital Improvements Element/Short-Term Work Program Update Submittal

The City of Newnan has completed an update of its Capital Improvements Element/Short-Term Work Program and is submitting it with this letter for review by the Three Rivers Regional Commission and the Department of Community Affairs.

I certify that we have held the required public hearing and have involved the public in development of the update to the Capital Improvements Element/Short-Term Work Program in a manner appropriate to our community's dynamics and resources. Evidence of this has been included with our submittal.

I certify that appropriate staff and decision-makers have reviewed both the Regional Water Plan covering our area and the Rules for Environmental Planning Criteria (O.C.G.A. 12-2-8) and taken them into consideration in formulating our update to the Capital Improvements Element/Short-Term Work Program.

If you have any questions concerning our submittal, please contact Tracy Dunnavant at (678) 673-5481 or at tdunnavant@cityofnewnan.org.

Sincerely,

Mayor Keith Brady
City of Newnan

Enclosures

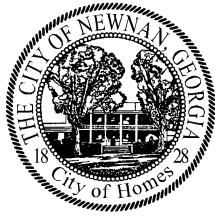
Mayor L. Keith Brady

**City Council: Paul Guillaume, Dustin Koritko, District 001 - Rhodes H. Shell, Ray DuBose, District 002;
Cynthia E. Jenkins, George M. Alexander, District 003;**

P O Box 1193

(770) 253-2682 – Facsimile (770) 254-2353

Newnan, Georgia 30264



Office of the Mayor

L. Keith Brady, Mayor

Mayor L. Keith Brady
City Council: Paul Guillaume, Dustin Koritko, District 001 - Rhodes H. Shell, Ray DuBose, District 002;
Cynthia E. Jenkins, George M. Alexander, District 003;

P O Box 1193

(770) 253-2682 – Facsimile (770) 254-2353

Newnan, Georgia 30264



225 E. Ponce de Leon Avenue
Suite 515, Decatur, GA 30030

404-597-3244
merrissmlc.com

July 7, 2020

Hasco W Craver IV
Assistant City Manager
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

Dear Hasco:

In response to our telephone conversation on Thursday, July 2, 2020 following is a proposal for services to assist the City of Newnan in developing a process for creating a citizen task force and then working with the task force regarding the City's processes, procedures and practices. These types of reviews are important in supporting and building community trust as well as making sure that local government operations reflect expected professional and societal contemporary standards incorporating transparency, accountability and effectiveness. Organizations that undertake such endeavors will be taking proactive steps to assure a more equitable future for their communities

A 2-phase approach is proposed:

I. Creation of Citizen Task Force

- a. Interviews with Mayor and City Council Members, key staff and key stakeholders (if identified by Mayor, City Council and staff).

The purpose of the interviews is to receive input in one-on-one conversations about each person's perception in regards to the responsibilities of the task force, the membership and composition of the task force, what the reasonable schedule would be for completion of the work and any expectations about the outcome of the work.

Interviews can be done in person with appropriate physical distancing and face coverings or via electronic means using Zoom or similar application.

- b. Analyze the information gained in the interviews.

Review interviews to determine if there are common themes and expectations. Follow-up as necessary.

- c. Develop Proposed Charge for consideration by Mayor and City Council.

Provide a proposed Task Force Charge for consideration by Mayor and City Council. At a minimum, the charge will include a statement of purpose, a method for selection on task force members, a description of the responsibilities of the task force and an initial timeframe for completing the report.

Estimated time to completion: 40 hours



II. Work with the Task Force

- a. Coordinate meeting schedule with Task Force members.
- b. Conduct facilitated meetings. Depending on the size of the group and existing public health protection requirements, meetings can be held in-person or using Zoom or a similar application.
- c. Coordinate work of sub-committees should any be created.
- d. Maintain meeting notes and appropriate summaries.
- e. Provide interim up-dates as necessary to Mayor and City Manager, or their designees.
- f. Assist Task Force by completing a draft report for their consideration.
- g. Forward Task Force report to City Manager for consideration by the Mayor and City Council.

Time to complete Phase II will depend on the project scope of the Task Force Charge developed in Phase I. My professional services rate is \$100 per hour. Phase I would be capped at a not to exceed \$4,000 unless there is mutual agreement in writing to change the scope. I have also provided a resume and a template for creating a charge for the task force.

I look forward to speaking with you in more detail once a decision is made to go forward,

Sincerely,

A handwritten signature in black ink that reads 'Peggy Merriss'.

Peggy Merriss
Merriss Management & Leadership Consulting
merrissp@outlook.com
404-597-3244

Merriss Management & Leadership Consulting, January, 2019 to present: Principal consultant on leadership, innovation and developing high performance organizations for local governments. Projects have included working with the International City/County Management Association, the South Carolina City and County Management Association, the DeKalb Municipal Association, the Kettering Foundation and the City of Decatur, Georgia.

City of Sandy Springs, Georgia: Interim City Manager, August, 2019 – January, 2020.
Served in an interim capacity to lead and direct the operations of a large, urban city while the City Council undertook a search for permanent City Manager.

City of Decatur, Georgia: August, 1983 to December, 2018.
City Manager (May, 1993 – December, 2018).

Lead and directed the administration of a high performance organization providing full municipal services in a desirable, innovative and community oriented urban city. Recommended actions to the City Commission consistent with the adopted strategic plan for the efficient and effective operation of the City. Ensured that the vision and values of the City were carried out in an equitable manner for the benefit of the entire community. Allocated resources through the annual budget to support the strategic plan, advance City Commission priorities and community interests. Served as the chair of the City of Decatur Employees' Retirement System Board of Directors. Attended community, regional, state and national meetings as a representative of the City of Decatur.

Selected Accomplishments:

- Provided leadership support and direction for over 210 full-time and 150+ part-time staff including development of cross-departmental program teams for technology, performance management, communications, budget and emergency management.
- Served as a mentor to the staff Innovation Team and the E5 Employee Development Academy.
- Involved over 1500 community members in developing the City's second ten-year strategic plan.
- Developed a capital master plan that resulted in the construction, renovation and rehabilitation of all major City facilities over a ten-year period. Established a comprehensive financing plan that minimized taxpayer impact and took advantage of favorable interest rates, construction costs and interest rate subsidies.
- Secured credit rating upgrade in 2007 from Standard & Poor's from A+ to AA and a Moody's rating of Aa3 for first general obligation debt issue in over 50 years. Secured additional credit upgrade in 2010 to AA+ and Aa2 and in 2017 received an upgrade from Moody's to Aa1.
- Certified by the Atlanta Regional Commission as the first Platinum level green community.
- Designated a Silver Walk-Friendly Community by the Pedestrian and Bicycle Information Center and a Bronze Bicycle-Friendly Community by the League of American Bicyclists.
- Selected as one of the 15 "Best Places to Work in Georgia."
- Awarded two "Georgia Trendsetter" awards.
- Selected as a Georgia "City of Excellence" and designated as a "City of Ethics" by the Georgia Municipal Association.

Previous positions with the City of Decatur: Assistant City Manager, 9/89 to 5/93; Assistant to the City Manager/Personnel Director, 8/84 to 9/89; and Employment Services Officer, 8/83 to 8/84.

Research Assistant, 8/82 to 7/83, part-time. Institute of Government, Chapel Hill, N. C.

Congressional Intern, 1/81 to 2/81. Washington, D. C.

Education:

Bachelor of Arts in Politics, Converse College, Spartanburg, S. C., 1982

Master of Public Administration, University of North Carolina at Chapel Hill, N.C., 1985

ICMA – Credentialed Manager, 2003

Senior Executive Institute, University of Virginia, 2007.

Professional Activities:

ICMA-RC Board of Directors, 2011 – present. Currently serve as the Chair of the Board.

Previously served as the Chair of the Administration and Compensation Committee and Chair of the Audit and Oversight Committee.

Alliance for Innovation Board of Directors, 2006 – 2017. Served as Board Chair 2008-2009; member of the Executive Steering Committee; initial member of the Local Government Research Collaborative; served on the Steering Committee to develop “The Next Big Thing”; and, member of the Strategic Planning Committee.

International City\County Management Association

President, 2002-2003

Southeastern Region Vice-President, 1997-1999

Member, Strategic Plan Task Force, 2015 - 2017

Legacy Leader, 2007 - present

Chair, Task Force on Membership Connection, 2001

Georgia City and County Management Association, President, 1994-95

Honors:

Inducted into the Georgia Municipal Association Hall of Fame, June 2019

University of North Carolina MPA Alumni Association Donald Hayman Distinguished Public Service Award, January 2019

Career Achievement Award, Converse College Alumnae Association, 2012

GCCMA Pillar of Professional Excellence Award, 2008.

Georgia Excellence in Public Service Award, Carl Vinson Institute of Government, 2003

Appointed to the State and Local Government Advisory Committee to the United States

Department of Homeland Security, 2002

Named one of the “40 Under 40” Rising Stars, *Georgia Trend Magazine*, 1997

RESOLUTION ESTABLISHING A

_____ TASK FORCE

WHEREAS, ...

and

WHEREAS, ...

and

WHEREAS, ..., etc.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, ... that the following shall be the charge of the _____ Task Force:

Section 1. Establishment of a _____ Task Force.

A _____ Task Force will be established to: (describe specific responsibilities).

Section 2. Appointments, Terms, and Timeline.

The Mayor and City Council shall appoint a _____ Task Force, comprised of (a minimum) (up to) (or set number) of XX members. (A specific appointment process could be added here - i.e., one member per elected official, members from stakeholders appointments) (A sentence designating how the chair will be selected can also be added) Members of the Task Force shall serve without compensation and until such time Section 3 has been achieved.

Section 3. Charge and Responsibilities of the Task Force.

The charge and responsibilities of the _____ Task Force shall include, but are not limited to, the following specific tasks and deliverables:

1. Xxxxxx
2. Xxxxxx
3. Xxxxxx, etc...
4. A report will be published by Date comprising of findings and recommendations.

Section 4. Meetings.

The Task Force shall establish its meeting schedule and shall keep a record of its meetings, including attendance of its members and its findings, recommendations, and actions.

Section 5. Subcommittees.

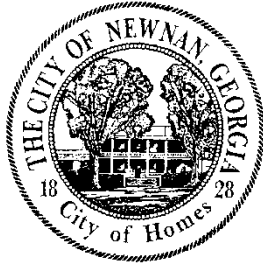
The Task Force may elect to establish subcommittees made up of Task Force members to apportion tasks and responsibilities. The Task Force and/or its subcommittees may seek advice from subject matter experts when deemed necessary or appropriate for the purposes of preparing recommendations.

Section 6. Staff

Staff for the Task Force shall be designated by the City Manager and may consist of multiple persons or consultants as deemed necessary. The person(s) or designee shall attend all Task Force meetings, and may attend subcommittee meetings, as necessary.

Section 7. City Council shall take action on the Task Force's recommendations no later than Date. (This section is optional).

(Attestations follow)



City of Newnan, Georgia - Mayor and Council

Date: August 11, 2020

Agenda Item: Consideration of Proposal for Selecting Consultant to Perform a Review of Policies, Procedures and Practices

Prepared and Presented by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider accepting the Merris Management & Leadership Consulting proposal.

Background: Newnan City Council, at the June 18, 2020 Meeting, considered and unanimously adopted a resolution instructing city staff to engage a third party facilitator to assist with the development of a process to create a citizen task force, lead said task force, and review policies, procedures and practices of all departments of the City of Newnan.

City staff, upon receiving direction from the Newnan City Council, contacted numerous subject matter experts and recognized industry leaders regarding their potential interest and ability to perform the tasks, as outlined in the adopted resolution.

While several discussions transpired, City staff received one proposal.

Merris Management & Leadership Consulting submitted a proposal on July 7, 2020. Please find a copy of the full proposal attached herein.

It is important to note that the proposal received recommends a two phase approach.

Funding: General Fund

Recommendation: City staff is supportive of Merris Management & Leadership Consulting proposal as submitted.

Attachments: Merris Management & Leadership Consulting proposal, dated July 7, 2020.

Previous Discussions with Council: The Newnan City Council, at the June 18, 2020 meeting, adopted a resolution, thereby instructing staff to solicit proposals for the activities described herein.



Read Only - You can't save changes to this file.

**GUIDELINES FOR USING DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS**

NAME OF AGENCY	Marino Group Investigations
NAME OF PERSON IN CHARGE OF EVENT	Mike Menese
ADDRESS OF PERSON IN CHARGE	330 Bill Hart Rd. Newnan, GA 30265
CELL PHONE NUMBER OF PERSON IN CHARGE	404-788-2925
TYPE OF EVENT	Charity
PURPOSE OF EVENT	To honor the Uniform, raise money and honor older Veterans.
DATE OF EVENT	August 29 th 2020
TIME OF EVENT	6:30 pm - 9:30 pm

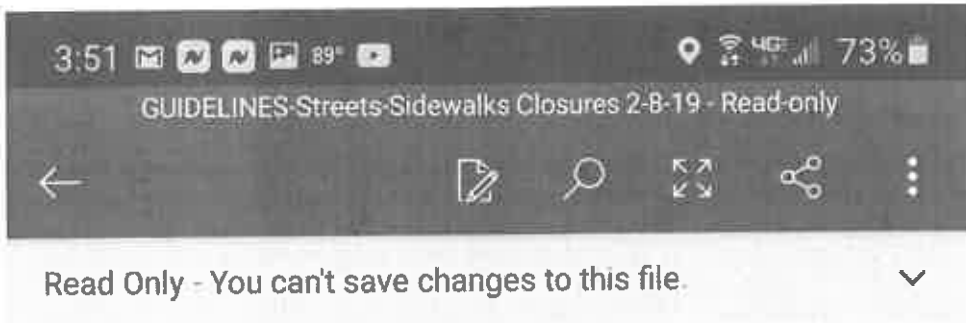
CONDITIONS OF PERMIT

If permit is for any type utilizing streets of the city other than just the square area, a map shall be submitted to indicate routes of the event. If road race, walk or similar event, a fee will be charged based on number of police officers required to provide safety for the event; and all events of this type should be scheduled to end by 10:00 AM. If officers are required for other events, a fee will be charged based on number of officers requested by agency sponsoring event.

Applicants for permits for the square area only which require the setting of booths or selling goods should be aware that homegrown or handmade goods are preferred and that other goods sold should not be in conflict with goods that merchants on the square have for sale, excluding restaurant style prepared food items. Personal information from those attending the event should not be solicited. Subscription based businesses, home improvement companies, insurance companies, etc., that approach those attending the event for solicitation for future services are not allowed. It is recommended that a 10x10 booth space be assigned to each participant with the participants name written in chalk at each sidewalk location. Permanent marking on the square is not allowed. You must provide your own tent, chairs and tables. If your event requires electricity, it must be requested in advance. If it is used from the light poles, then the cover must be put back on after the event. If a cover is lost the event coordinator and vendor are liable for the cost of replacing the lost cover. All cords must be duct taped down to the sidewalks to prevent accidents.

GUIDELINES FOR USING THE DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS - PAGE 2

Form Updated February 8, 2019 / October 12, 2018



EVENT STAFFING

The coordinator of the event on the square must remain on site throughout the set up and clean up of the event. The event coordinator must make sure that the square is returned to normal after the event is over.

GARBAGE

Additional rolling trash cans by the City of Newnan Sanitation Department need to be around the court square. Contact Sanitation Services at 770-253-0327 to coordinate and determine the number of cans needed for your event. We recommend that you cover the permanent cans surrounding the square and use the rolling cans. If the decorative cans are overflowing at the end of the event, they should be emptied into the rolling cans. Cost of Sanitation cans are \$10.00 per can during normal business hours and \$25.00 per can after hours. *(Costs are subject to change)*

PUBLIC NOTICE SIGNAGE

The coordinator of the event is responsible for obtaining and displaying Special Event Notice signs as provided by City staff. Public notice along/near the event location shall be provided at least 72 hours in advance of the event.

BATHROOMS

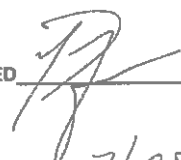
A portable restroom, or more depending on the size of the event, must be provided for the public to use. Downtown shops only allow restroom facilities to be used by paying customers. Main Street can assist with contact information on a Main Street member that provides port-a-potties for a fee. We recommend these be placed on the side of NuLink on West Washington Street.

PARKING

Vendors can park on the square to unload, but once unloaded they will need to move their vehicles to a city lot. Parking on the square or in front of stores is prohibited. This includes on side streets. Parking is for customers and event attendees.

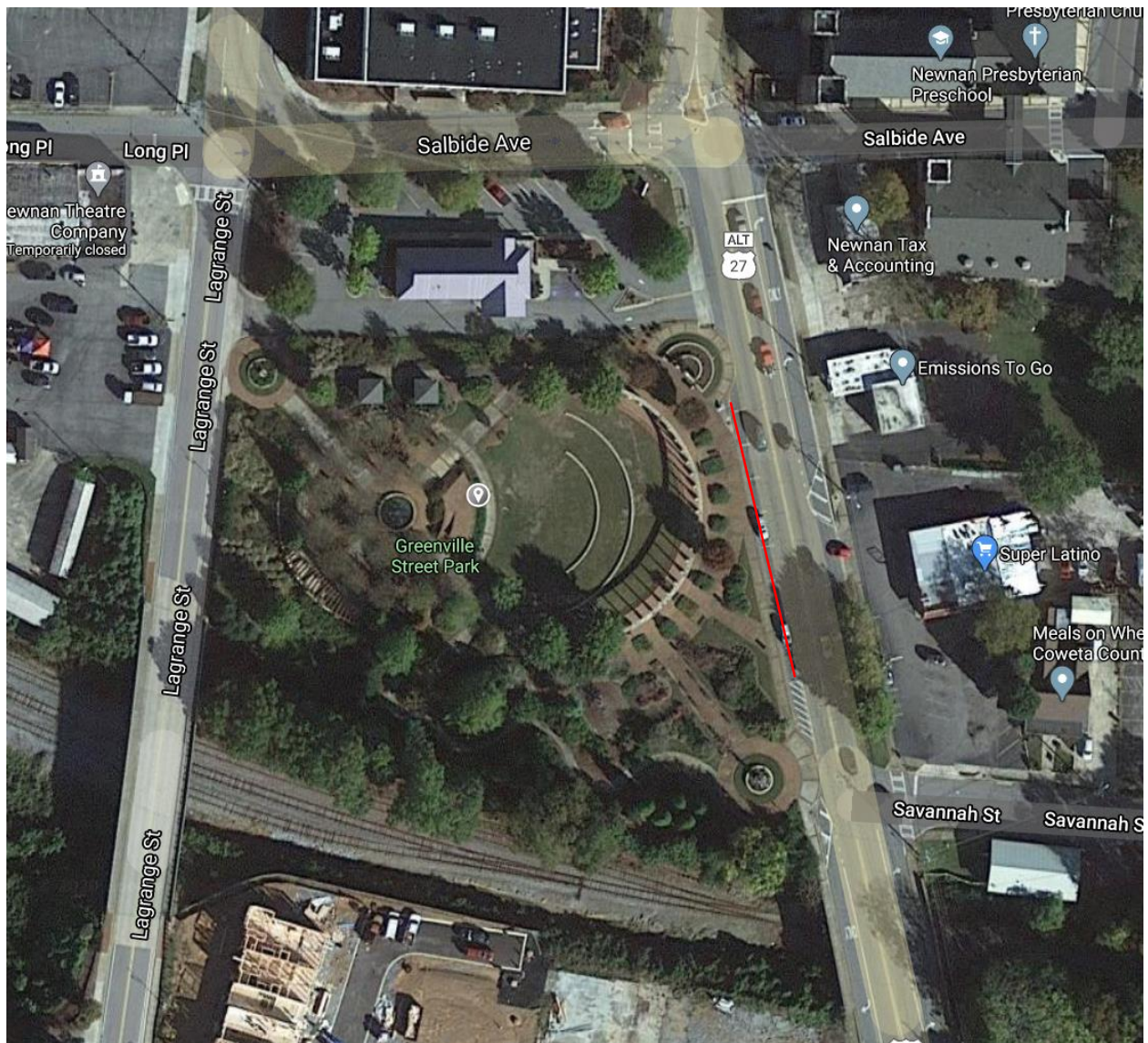
AGREEMENT

I, Michael Menese, agree to these guidelines for use of the Newnan Square and/or city streets.

SIGNED 
DATE 7/27/2020

EVENT - 100.00.34.2901 – Event Activity Fees

Form Updated February 8, 2019 / October 12, 2018



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).