



Newnan City Council Meeting

MAY 11, 2021

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 April 27, 2021

REPORTS OF BOARDS AND COMMISSIONS

- B. 2 Appointments- Newnan Youth Activities, 3 year term
- C. 1 Appointment- Urban Redevelopment Agency, 3 year term
- D. 1 Appointment- Board of Zoning Appeals, Matthew Pass resignation; Interim appointment until August 2023

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- E. Consideration of Intergovernmental Agreement Between City of Newnan and Explore Newnan-Coweta, Inc. to Provide Health Insurance Coverage and Benefits for Explore Newnan-Coweta, Inc. Employees

UNFINISHED BUSINESS

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

MOTION TO ENTER INTO EXECUTIVE SESSION

- F. Motion to Enter into Executive Session

ADJOURNMENT

CITY OF NEWNAN, GEORGIA
REGULAR COUNCIL MEETING

APRIL 27, 2021

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, April 27, 2021 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. He then invited Reverend Terri Lemons from the Newnan Chapel United Methodist Church to deliver the invocation.

PRESENT

Mayor Keith Brady: Council members present: Rhodes Shell, George Alexander; Cynthia E. Jenkins, Ray DuBose, Paul Guillaume and Dustin Koritko. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Megan Shea; Planning Director, Tracy Dunnavant and City Attorney, Brad Sears and Police Chief, Douglas "Buster" Meadows.

MINUTES – REGULAR COUNCIL MEETING – APRIL 13, 2021

Motion by Councilman DuBose, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council meeting on April 13, 2021 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 Guillaume's appointment to the Youth Activities Commission on the agenda for the next meeting.

APPOINTMENTS- NEWNAN URBAN REDEVELOPMENT AGENCY- 3 YEAR TERM

Mayor Brady asked the City Manager to place Councilman Koritko's appointment to the Urban Redevelopment Agency on the agenda for the next meeting.

Motion by Mayor Pro Tem Shell, seconded by Councilman Alexander to reappoint Simonne Dunn to the Urban Redevelopment Agency.

MOTION CARRIED (7-0)

SPECIAL RECOGNITION- NEWNAN YOUTH COUNCIL GRADUATING SENIORS

Mayor Brady and Councilwoman Jenkins recognized the Newnan Youth Council graduating seniors who have served two or three terms. Councilman DuBose helped recognize his granddaughter Ida Lee Lunsford and City Manager Cleatus Phillips helped recognize his daughter Maggie Phillips.

CITY MANAGER

City Manager stated that we are still waiting on the FEMA declaration from the President. Alabama did receive a declaration from the same storm and that was approved yesterday so hopefully that is a good sign for us.

We are still moving along, about 250,000 cubic yards of vegetation. Hoping to get the declaration soon.

CONSIDERATION OF PROFESSIONAL CONSULTING SERVICES FOR DISASTER RECOVERY AND FEMA PUBLIC ASSISTANCE CONTRACT

Assistant City Manager Hasco Craver explained that this is in response to an RFP that the City let out. We received responses from 7 qualified firms on April 22nd and the names of those firms have been provided. Based on a number of elements but important to note that the firms fee proposal was not the sole determining factor, instead it had a lot to do with qualifications and past experience. It was recommended that the City enter into contract with Goodwyn, Mills & Cawood for these professional services.

Motion by Councilman Alexander, seconded by Councilman Guillaume to approve the recommendation as presented.

MOTION CARRIED. (7-0)

CONSIDERATION OF DEBRIS REMOVAL SERVICES CONTRACT

Assistant City Manager Hasco Craver stated that in the same vein as the previous contract, the City of Newnan put a request for proposals out and received proposals for debris removal from 6 qualified firms. Again, the recommendation is based on a number of factors, the firms' price is not the sole determining factor. The recommendation was to enter into contract with Southern Disaster Recovery to provide debris removal services.

Motion by Councilman Guillaume, seconded by Councilman Koritko to approve the recommendation as presented.

MOTION CARRIED (7-0)

**CONSIDERATION OF DEBRIS MONITORING, DISASTER RECOVERY AND
EMERGENCY PLANNING SERVICES CONTRACT**

Assistant City Manager Hasco Craver stated that the city released a request for proposals and received proposals from 3 qualified firms. Again, the recommendation is based on several factors of which the firms fee proposal was important but not the sole determining factor. The recommendation was that the City enter into contract with Goodwyn, Mills & Cawood for debris monitoring, disaster recovery and emergency planning services.

Motion by Councilman Alexander, seconded by Councilman Koritko to approve the recommendation as presented.

MOTION CARRIED (7-0)

CONSIDERATION OF BUILDING INSPECTION SERVICES CONTRACT

Assistant City Manager Hasco Craver indicated that the Chief Building Official, Bill Stephenson was present. Again, there was a request for proposals and the City received 4 proposals from qualified firms. After reviewing all proposals, the recommendation was for the City to enter into contract with Charles Abbott Associates, Inc. for building inspection services.

Motion by Councilman DuBose, seconded by Councilman Alexander to approve the recommendation as presented.

MOTION CARRIED (7-0)

**CONSIDERATION TO EXERCISE ORDINANCE AMENDMENT TO CHAPTER 3,
ALCOHOLIC BEVERAGES DURING CERTAIN CITY SPONSORED EVENTS**

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

MOTION CARRIED (7-0)

**CONSIDERATION OF STREET CLOSURES/SIDEWALKS FOR MAIN STREET
NEWNAN SUMMER EVENTS**

Assistant City Manager Hasco Craver stated that there as one edit to the list of events that had been in the agenda packet. The Coweta County Farmer's Market for the past few years has partnered with UGA's extension office but they are unable to partner this year. It is being proposed to move the farmer's market event to Mondays from 2pm-6pm. Previously the farmer's market was Wednesday mornings but this is from feedback from some of the farmer's who participate.

Councilman Koritko asked about the impact to evening traffic with the change. Mr. Craver stated that nothing is anticipated to cause issues.

Motion by Mayor Pro Tem Shell, seconded by Councilwoman Jenkins to approve the request with the noted change to the date and time of the Farmer's Market.

MOTION CARRIED (7-0)

PUBLIC HEARING- CONSIDERATION OF A ZONING ORDINANCE TEXT AMENDMENT, ARTICLE 6, MIXED USE DEVELOPMENT DISTRICT

Mayor Brady stated that this is a continuation of a public hearing.

City Planner, Dean Smith stated that since the last hearing sections of the zoning ordinance will be spaced out over the next several council meetings for consideration. This first consideration is for the mixed-use development (MXD) district which is a zoning district which is eligible for someone to request in the re-zoning process. That means a minimum of 2 public hearings, giving Council final say in what the project looks like.

These text amendments are meant to strengthen the language, to make sure it's an integrated use, one ownership for the lifetime of the project, at least two distinct different uses and that consideration is given to site design requirements such as landscaping and noise.

Mayor Brady closed the public hearing.

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

MOTION CARRIED (7-0)

PUBLIC HEARING- REZONING REQUEST RZ2021-02; NEWNAN LEASING II, LLP FOR 35.49 + ACRES ON NEWNAN CROSSING BYPASS (#087 5011 003); FROM RS-15 TO RMH FOR 396+ AFFORDABLE APARTMENT UNITS- CONSIDERATION OF ORDINANCE

Planning Director, Tracy Dunnivant stated that this is a request from George Rosenzweig on behalf of Newnan Leasing II, LLP to rezone 35.49 ± acres off Newnan Crossing Bypass. The tract is located just south of The Springs apartments and across from Lakeshore Subdivision and is currently vacant. It does have several site constraints including a power easement, a stream running along the northern property line, steep slopes and designated floodplain.

The applicant has provided a concept plan showing the layout of the project. The apartments will be housed in 12 buildings designed around a 302' x 242' central park. Recreational amenities will include two playgrounds, a club house, pool, dog park, picnic

area and access to a nearby walking trail. The targeted mix is 20% one-bedroom (76 units), 48% two-bedroom (190 units) and 32% three-bedroom (130 units). Square footages will range from 745sq ft for a 1 bedroom, 952sq ft for a 2 bedroom to 1,235sq ft for 3 bedrooms. The target resident will earn on average \$35,000-\$50,000 per year. If it were built today rents would be based on income and would range from \$465-\$1,505 including utilities.

Staff completed an assessment of each of the 8 required standards and Ms. Dunnivant gave a summary of each.

Staff felt the use was suitable in view of zoning and development of adjacent and nearby properties since the site is surrounded by residential designations. However, it does not mean that apartments are the only use that would work there as there are other residential uses such as cottage homes, townhouses and duplexes that are also suitable.

Staff felt that the greatest impact on adjacent or nearby properties would be traffic. However, Newnan Crossing Bypass is a major, four-lane road and the traffic study indicated that this could be addressed with a traffic signal and traffic mitigation measures.

Could it be used as currently zoned? The property is currently zoned for single-family residential but the property has been vacant for over 20 years. The applicant provided a letter from Hovey & Associates, Inc. stating that the land is not viable as currently zoned due to environmental constraints and the cost of the land. Staff does feel the property will probably not be used as currently zoned, that does not necessarily mean that RMH and apartments are the only suitable land use option.

Would the project cause an “excessive or burdensome” use of public facilities? All multi-family developments in excess of 150 units must submit a Community Impact Assessment as part of their application. All service providers were contacted. After reviewing all responses, staff determined that the project will have an impact on public services but it would not be excessive or burdensome. The school system has indicated that the schools serving that district are currently at or near capacity and they asked for advance notice as well as a building schedule.

In terms of the Comprehensive Plan, the FLU map shows the property as clean industrial. The applicant pointed out that the City does not have a clean industrial zoning designation but there are clean industrial uses that could be built on the site to provide jobs for existing residents in the area. So, the project would not be compatible with the comprehensive plan's vision for this tract.

Staff felt the development would be consistent with the purpose and intent of the proposed zoning since RMH is intended to provide for higher density multifamily dwellings. However, apartments are only one of the uses permitted in RMH and all other allowed uses would be consistent as well.

Would the proposed use be supported by new or changing conditions not anticipated by the Comprehensive Plan? The City completed its full update on the Comp Plan in 2016 and is currently undertaking that same process. The update will be a reevaluation of the future land use map and the City's housing needs. In 2019, a housing study was completed that showed there were two main housing products delivered in Newnan since 2000, single family homes (53%) and garden style apartments (34%). Since the study was completed the City has added an additional 4 large apartment complexes. While apartments were identified as one of the uses for this area, the study suggests a mixture of higher density housing, commercial, offices, etc. Newnan, along with other cities has a lack of housing stock that falls in what is known as the "missing middle" and while the Comp Plan does promote affordable housing there are other housing products that could address the need and other areas where this type of development could be located.

Staff does feel the project shows a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property. As specified in this assessment, there is a need to provide housing opportunities for all individuals, including those who do not want or can't afford to own a home. The housing study indicated that while Newnan does not currently have an affordable workforce housing crisis, it is heading in that direction. This project would provide affordable housing, but the question is where should the unit be located.

Staff found that the development met 6 of the 8 standards. On March 9, 2021 the Planning Commission held a public hearing and voted 3-2 to recommend approval of the request with the following conditions.

- The project will be consistent with the plan, density, project data, amenities and architectural details as provided as part of the application.
- The developer will install all traffic mitigation measures as determined by the traffic study and approved by the City Engineer.
- The developer shall provide and install street lighting along Newnan Crossing Bypass, adjacent to the parcel, in accordance with the lighting standards for a multi-lane urban corridor for the electric provider for the development.
- The developer shall reapply after the conclusion of 15 years to extend the period of affordability requirements for an additional 15-year term.

Mayor Brady stated that this is a public hearing. The applicant came forwarded to present.

Applicant:

Mr. George Rosenzweig representing the applicant/property owner Eve Loudonback. Over a year ago, Ms. Loudonback entered into a contract with Dominium (also a client of Mr. Rosenzweig's) to sell a tract of property on Lower Fayetteville Rd. for what is going to be Ashland Ridge, an affordable senior complex. Dominium wanted to do another project in Newnan and approached Ms. Loudonback about another property for Newnan Pointe, an affordable apartment complex.

There was a team of people from Dominion present to answer any design or technical questions. Dominion wanted to do something different with this project so instead of lining up rows of apartments they designed them around a central amenity park. The design of the buildings is mixed materials that would harmonize well with the Springs Apartments and Ashland Ridge nearby. Dominion is a first-class operation and a large provider of affordable housing. They don't cut costs on the front end to then flip to someone else. They put quality into their product on the front end.

Mr. Rosenzweig stated that there is an affordable housing crisis in Newnan. Newnan Pointe is different than other developments approved recently. It's affordable employee housing and would not be subsidized section 8 government housing. It's housing for people with jobs. It's a tax program regulated under Section 42 of the Internal Revenue Code and administered by the Georgia Department of Community Affairs. The Bleakly group updated the housing study in 2021 and found there is continued pressure for affordable housing. They found that nearly half the employees at Piedmont Newnan Hospital commute on average 45 minutes from as far as Columbus and Alabama. The lack of affordable housing is impacting our workforce and economic development.

Newnan Pointe would provide affordable housing for medical professionals earning less than \$50,000 a year, also for firemen, policemen, and first year teachers. Affordable Newnan apartments have a vacancy rate of less than 3%. This was before the tornado so now we see a whole other problem for a community with no cushion of affordable housing. There have been projects approved for luxury condos, luxury apartments, luxury cottages but affordable multi-family has not been approved and it is not in the pipeline.

The Planning department report was good but this isn't a site for clean industrial such as a little tennis shoe factory. Zoning is about grouping common uses together so this is the location for affordable apartments, near other apartments. The Plan expresses a desire for people who work in the community to live there. Newnan Pointe meets all objectives in the zoning ordinance.

Opposition:

Howard Smith, lives at 32 Kendall Court in Lakeshore Subdivision. He stated he does not have an objection to people having a decent place to live. He asked about the report that stated there were environmental constraints with the property, what are those? Ms. Dunnavant answered that there are some creeks on the property that will require buffering and steep slopes and some flood plains.

Mr. Smith stated that since Exit 44 opened and the Bypass was extended the traffic has gotten pretty bad. If this project goes in then it will create an apartment row in that area between Lower Fayetteville Road and Poplar Road. Also, it would be putting 900 residents in the same acreage essentially as his subdivision which only has 155 single-family homes, that's a huge difference. He also stated he's concerned about the value of his house. There are things to consider, what will this do to the schools, traffic and property values in the area.

Kathy Marshall, lives in Lakeshore Subdivision came forward to speak. She stated she thinks about the tenets for this project, looking at people who make \$35-50,000 a year and the federal poverty level in Georgia is around \$35,000 as well. So what impact will this have on taxes, are we financing the housing, what kind of commitment is Coweta County making to subsidize or who is subsidizing?

Mr. Craver answered her question by explaining that this project would be the City of Newnan, although we are in Coweta County. It is his understanding that the applicant will be using low income tax credits through the Department of Community Affairs as the applicant stated. Those credits are awarded competitively, they are often sold which brings cash to the project and allows the developer to build the project. In exchange the rents are capped so there is no financing through the City of Newnan nor Coweta County.

Ms. Marshall then addressed another concern. She stated that two doors down from her house there had been a rental that was done through the Atlanta Housing Authority. In 8 years, there was chronic crime, selling drugs, fights and they didn't pay their utilities. There were incidents of abuse and they set a bonfire in their garage. This is her experience and so crime is a concern.

Julie Carl, lives at 149 Inverness Ave in Lakeshore Subdivision, came forward to speak. She stated that traffic has been extremely rough already with the opening of the new exit and the Springs. Speeding is an issue. There has been an increase in crime since the new exit opened, cars being broken into since it's easy to jump on 85 and not get caught. Schools are already crowded, as she had to take her daughter out of East Coweta. She then asked if the rents would be stagnant or be raised every year? Mr. Rosenzweig answered that it's based on area median income which could go up a bit each year. Ms. Carl stated that she is also concerned about house value. Traffic on the Bypass is dangerous, there are accidents all the time.

Chris Jefferson came forward to speak. He stated he has two sons and moved here from Union City where they used to live between two apartment complexes. Union City was nice when they first moved there and now there is a lot of crime in that area. He is worried for his kids. When they first moved here they were supposed to be in one district but now they are in another and he is concerned about re-districting. Mayor Brady interrupted to clarify that the City does not redistrict, that is the School Board. Mr. Jefferson clarified that his concern is overcrowding of the schools.

Ms. Dunnivant came forward again to explain that the school board already indicated that they want to see the plan for the project and the building so they can plan ahead as there are concerns about overcrowding.

Dwight Singh, lives in Lakeshore Subdivision came forward. He stated he understands the need for affordable housing. His concerns are overcrowding, traffic and the schools. He has two children. He knows there was a lot of devastation due to the tornado and a lot of money will need to go to that so he's concerned how this project will further impact that

situation. He then asked about the construction constraints that were mentioned, how will that be addressed? Affordability is a concern too. He thinks they are too compacted, too crowded in that area. There would be more space if you go out beyond Poplar and Turkey Creek.

Mr. Rosenzweig came forward again with closing comments. He stated that apartments don't create crime, it's bad management. Property values have actually gone up since the Springs apartments across the street went in. The traffic study submitted shows the efficiency with the light at Lakeshore and there is a condition in the rezoning that other intersections be studied. In regards to the cost of development, with a larger number of units you can spread the costs. There would be no effect on taxes as those are federally administered from the state.

Mayor Brady closed the public hearing.

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to accept the report from the Planning Commission for the rezoning request.

MOTION CARRIED (7-0)

Councilwoman Jenkins made a motion to approve the rezoning request and explained why. She stated that she thinks we are in a housing crisis, an affordable housing crisis. The tornado highlighted and exacerbated that issue. It has been flagged as the number one issue to long term recovery. The housing study shows that for every high paying job we create, we create 3 lower paying jobs which necessitates affordable, workforce housing. As the CEO of Southern Crescent Habitat, she sees that when people talk about affordable housing they often think it is section 8, that it is housing authority public housing. This is targeted toward hard working families who just don't make enough money to afford the average house price here or average apartment price. These are grocery store workers, bus drivers, police officers, our essential workers. We labeled them as heroes during the pandemic in 2020 and now want to vilify them when its time to provide housing that they deserve to have. If we say we're going to have affordable housing within our community then we need to put votes and decisions behind making sure those people are taken care of. This is an opportunity to make a difference and to provide a decent place to live to people who are hard working people.

Mayor Pro Tem Shell seconded the motion.

Councilman Guillaume commented that he objects to the words of vilification and crisis. No one is being vilified. This is just housing and projects and what can we do for the community. To use the word crisis is extreme. He stated he is very familiar with the Bleakly group that was hired to do the study in 2019 and it would be misrepresenting to say that was part of the comprehensive plan. They make suggestions based on information, objective or subjective and its up to Council to decipher that information and weigh it before making decisions. He stated he strongly disagrees with the crisis issue from that perspective and he strongly disagrees with the vilification if this is not passed.

Councilman Koritko asked after hearing the recurring theme from the Lakeshore residents regarding security, would the developer proffer a gate at the entrance or be willing to consider? A representative from Dominion, Mark Sween stated yes, they would. Councilman Koritko then commented about the schools and that it is something to consider. Overcrowding is a concern and schools are not built over night.

Councilman DuBose stated that as we are in the Comprehensive Plan study now, this is a beautiful piece of land that the developer wants to build apartments on but we should also think about the future land use. There needs to be a transition period going down the Bypass from the mentioned storage facility on Poplar Rd. to the Springs Apartments. Possibly use that as office area, some type of commercial or some type of clean industrial. So, it goes in gradually to residential and not stacking more residential on top of residential. There is a great argument for affordable housing for the working community but there are other places that could possibly be put.

Restated:

Motion by Councilwoman Jenkins, seconded by Mayor Pro Tem Shell to approve the rezoning application. Opposed: DuBose, Guillaume, Brady, Koritko

MOTION DENIED. (3-4)

Mayor Brady questioned if there was a need for a motion to deny the request.

Motion by Councilman DuBose, seconded by Councilman Guillaume to deny the request. Opposed: Jenkins, Alexander

MOTION CARRIED (5-2)

REQUEST FROM SUMMERLIN COMMUNITY FOR PERMISSION TO PUT UP SIGNS FOR COMMUNITY YARD SALE TO BE HELD ON MAY 1ST. SIGNS TO BE PLACED AT ENTRANCE ON LOWER FAYETTEVILLE RD.

Motion by Councilman Koritko, seconded by Councilman Alexander to approve the request.

MOTION CARRIED. (7-0)

REQUEST FROM FIRST BAPTIST CHURCH TO CLOSE BROWN STREET ON MAY 22, 2021 FROM 1:30PM-4:30PM FOR NHS SENIOR GRADUATION PARTY

Motion by Councilman Alexander, seconded by Councilman Koritko to approve the request.

MOTION CARRIED. (7-0)

ADJOURNMENT

Motion by Councilman Koritko, seconded by Mayor Pro Tem Shell to adjourn the Council meeting at 7:44pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor



City of Newnan, Georgia - Mayor and Council

Date: May 11, 2021

Agenda Item: Consideration of Intergovernmental Agreement Between City of Newnan and Explore Newnan-Coweta, Inc. to Provide Health Insurance Coverage and Benefits for Explore Newnan-Coweta, Inc. Employees

Prepared By: Cleatus Phillips, City Manager

Purpose: City Council may consider entering into an Intergovernmental Agreement with Explore Newnan-Coweta, Inc. (ENCI) to provide their employees with health, dental, and vision insurance coverage, long-term and short-term disability coverage and life insurance coverage as is offered to City employees.

Background: On April 29, 2021, Explore Newnan- Coweta, Inc. held a meeting and approved the terms of this agreement. They agree to pay the City of Newnan all premium rates effective 1-1-2021 as are outlined in the City of Newnan Employee Benefit Guide.

Funding: N/A

Recommendation: To enter into the agreement with Explore Newnan-Coweta, Inc.

Previous Discussion with Council: N/A

STATE OF GEORGIA
COUNTY OF COWETA

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF NEWNAN, GEORGIA, AND EXPLORE NEWNAN-COWETA, INC.
TO PROVIDE HEALTH INSURANCE COVERAGE AND BENEFITS FOR
EXPLORE NEWNAN-COWETA, INC. EMPLOYEES,
AND FOR OTHER PURPOSES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the CITY OF NEWNAN, GEORGIA ("City"), and EXPLORE NEWNAN-COWETA, INC., a Georgia Non-Profit Corporation ("ENCI").

WHEREAS, the City and ENCI along with Coweta County, Georgia entered into that certain Intergovernmental Agreement ("IGA") dated ____ day of _____, 2020; and

WHEREAS, the entities that are parties to this Agreement have the authority to enter this Agreement pursuant to Ga. Const. Art 9, §3. ¶ 1 and O.C.G.A. §48-13-51 (b) and general state corporate law; and

WHEREAS, ENCI is in the process of hiring employees to staff ENCI, to allow ENCI to fulfill the obligations imposed upon ENCI under the terms of the IGA; and

WHEREAS, ENCI does have the funds necessary to compensate its employees and other benefits, but providing certain benefits such as health, dental and vision insurance coverage, long-term and short-term disability coverage and life insurance coverage as a separate group, is not an efficient use of its funds at this time; and

WHEREAS, the City is now self-insured through Cigna in providing health, dental and vision insurance coverage, long-term and short-term disability coverage and life insurance coverage to its employees and is able to make available similar coverage and benefits to ENCI employees at ENCI's expense for ENCI to take advantage of a group type rate for coverage.

NOW, THEREFORE in consideration of the mutual promises and benefits flowing from one to the other pursuant to this Agreement, the City and ENCI hereby agree as follows:

Section 1. OBLIGATIONS OF THE CITY. City to make available to the ENCI and its employees enrollment in the City's health, dental and vision insurance coverage, long-term disability coverage, short-term disability coverage and life insurance coverage as is offered to City employees under the City's published Employee Benefit Guide at the City's published COBRA premium rates effective 1-1-2021 as amended for each covered employee annually and long term disability coverage, short term disability coverage and life insurance coverage as is offered to City employees under the City's published Employee Benefit Guide at the City's published premium rates at ENCI's expense payable on a monthly basis.

Section 2. OBLIGATIONS OF ENCI.

- (a) ENCI shall pay to the City the City's published COBRA premium rate effective 1/1/2021 as amended annually for each covered employee on a monthly basis for health, dental and vision insurance coverage as published in the City's Employee Benefit Guide for the plan selected.
- (b) ENCI shall pay to the City the City's published premium rate for long-term and short-term disability coverage as is offered to City employees under the City's published Employee Benefit Guide at the City's published premium rate for the plan selected.
- (c) ENCI shall pay to the City the City's published premium rate for life insurance coverage as is offered to City employees in the City's published Employee Benefit Guide for the plan selected.
- (d) Payments of the premium rates for each covered ENCI employee shall be due and payable to the City fifteen (15) days following the date of the invoice sent to ENCI by the City's plan administrator.

Section 3. TERM OF AGREEMENT. The term of this Agreement shall commence on the 1st day of _____, 2021, and shall terminate on _____, 20__. This Agreement shall automatically renew each October 1st for five (5) successive annual terms, unless terminated as outlined in Section 4.

Section 4. TERMINATION. This Agreement may be terminated at any time with or without cause, by either party upon (120) one hundred twenty days written notice and may be terminated by the City with thirty (30) days written notice to ENCI for failure of ENCI to make the premium payments on the due date set forth hereinabove.

Section 5. MODIFICATION. The parties may modify this Agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act. O.C.G.A. §50-14-1 et seq.

Section 6. ENTIRE AGREEMENT. This intergovernmental contract is a full and complete statement of the Agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 7. JURISDICTION. The parties hereby agree to the jurisdiction and venue of the Coweta County Superior Court.

Section 8. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 9. GOVERNING LAW. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 10. SEVERABILITY. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 11. NOTICES. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below:

- (a) City of Newnan, Georgia, City Manager, 25 LaGrange Street,
Newnan, Georgia 30263
- (b) Explore Newnan-Coweta, Inc., Attention: Chairman
_____, Newnan, Georgia 30263.

Section 12. COMPLIANCE WITH LAWS. As referenced hereinabove, during the course of this Agreement, City and ENCI agree to comply with all applicable, State and federal laws including the Georgia Open Meetings Act and the Georgia Open Records Act.

Section 13. ASSIGNMENT. This Agreement may not be assigned by ENCI.

IN WITNESS WHEREOF, the parties hereto have made and entered this Agreement the date and year first above written.

(Signatures Continued on Next Page)

Sworn and subscribed before me
This _____ day of _____
2021.

Witness

Notary Public
My Commission Expires: _____

CITY OF NEWNAN, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

(Signatures Continued on Next Page)

Sworn and subscribed before me
this _____ day of _____
2021

Witness

Notary Public
My Commission Expires: _____

EXPLORE NEWNAN-COWETA, INC.

By: _____
Chairman

Attest: _____
Secretary

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).