



Newnan City Council Meeting

May 23, 2023

Newnan City Hall

Richard A. Bolin Council Chambers

25 LaGrange Street

6:30 PM

CALL TO ORDER

INVOCATION

READING OF MINUTES

- A. Minutes from Regular Meeting on April 25, 2023

REPORTS OF BOARDS AND COMMISSIONS

- B. 1 Appointment - Keep Newnan Beautiful, interim term until 8/1/24
- C. 1 Appointment - Parks Commission, 3 year term
- D. 1 Appointment - Tree Commission, 3 year term
- E. 1 Appointment - Urban Redevelopment Agency, 3 year term
- F. 1 Appointment - Youth Activities Commission, 3 year term
- G. Newnan Youth Council - Graduating Seniors

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- H. Public Hearing - Application for Alcohol Beverage License - Madhu 2023 LLC dba JD Food Mart - Retail Off Premise (Package) Sales of Malt Beverages and Wine - 100 Temple Ave. - Reason: New Business
- I. Public Hearing - Demolition request of 2 Westgate Park Way
- J. Election of GMA's District 4 Officers for 2023-2024
- K. Appointment of Voting Delegate for Annual GMA Business Meeting
- L. Request to Abandon Right of Way - Portion of Newnan South Industrial Drive
- M. Consideration of Bid Award for a 19,500lb GVW Service Truck.
- N. Consideration of Ordinance Amendment to Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan, Georgia

- O. Consideration to Assign the HUD EDI Grant to the Newnan Urban Redevelopment Agency (NURA)
- P. Consideration of Surplus Property Declaration and Disposition of Capital Assets and Controlled Assets
- Q. Consideration of Resolution and Agreement for Use of Funds the City Received from National Opioid Settlements
- R. Consideration of Ratification of Purchase and Budget Renovations of Real Property located at 24 and 26 Jefferson Street

UNFINISHED BUSINESS

- S. Public Hearing - Rezoning Request for RZ2023-01 by Freedom Land Holdings, LLC for 5.82± acres located at Old Atlanta Highway (Tax Parcel #073C 044 and Tax Parcel #073C 045); Requested zoning from PDC (Planned Commercial Development District) and PDO (Planned Office and Institutional District), respectively, to PDR (Planned Residential Development District) for the purpose of constructing 36 townhouse-style condominiums - Consideration of an Ordinance
- T. Consideration of a Resolution-Grant an emergency access road easement and maintenance agreement for a portion of Pope Street
- U. 25 Pinson St - Owner update and request for extension.
- V. 2nd and Final Reading - Zoning and Subdivision Regulation Text Amendments to Articles 2, 3, 4 and 13 of the Zoning Ordinance and Section 11 of the Subdivision Regulations

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- W. Request from First Baptist Church to Close Brown St. for Vacation Bible School, June 12th - 16th

MOTION TO ENTER INTO EXECUTIVE SESSION

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, April 25, 2023 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, Cynthia Jenkins, Dustin Koritko and Paul Guillaume. Absent – Rhodes Shell. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Megan Shea and City Attorney, Brad Sears.

READING OF MINUTES

A. Minutes from the Regular Meeting on April 11, 2023

Motion by Councilman DuBose, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council Meeting on April 11, 2023 and adopt them as presented.

MOTION CARRIED. (6-0)

Newnan Youth Council Attendees

Councilwoman Jenkins introduced the members of Youth Council who were in attendance. Helena Gibson, Miles Fabre and Susan Grayton Pass.

REPORTS OF BOARDS AND COMMISSIONS

B. Appointment – Cultural Arts Commission, 3-year term

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Koritko to appoint Jill Whitley for a 3-year term.

MOTION CARRIED. (6-0)

C. Appointment – Keep Newnan Beautiful, interim term

Continue to next agenda.

D. Appointment – Parks Commission, 3-year term

Continue to next agenda.

E. Appointment – Tree Commission, 3-year term

Continue to next agenda.

F. Appointments – Urban Redevelopment Agency, 3-year term

Motion by Councilman DuBose, seconded by Councilman Alexander to appoint Frank M. Farmer, Jr. for a 3-year term.

MOTION CARRIED. (6-0)

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Koritko to appoint John Pulicare for a 3-year term.

MOTION CARRIED. (6-0)

G. Appointment – Youth Activities Commission, 3-year term

Continue to next agenda.

MAYOR

Mayor Brady had two items. The first was to announce that this week is Georgia Cities Week and the theme this year is Cities Light the Way. This helps bring light to all the cities across the state, the services they provide and the quality of life that they help bring to their citizens.

Second, Mayor Brady thanked City Staff and Public Safety for the great job they did last weekend at the Bike Coweta event. It was a great event.

NEW BUSINESS

H. Recognize the 2023 Newnan Citizens Academy Graduates

Hasco Craver, Assistant City Manager started by thanking Aimee Hadden and Anthony Urda, the two staff members that supported the program. Mr. Craver read the names of the Citizens Academy graduates and they received their certificates from Mayor Brady. Deborah Adebo, Volita Almon, Vicky Bryant, Kassie Hooks, Amy Lawson Leech and Willie Thomas.

Mayor Brady explained that usually the citizens academy is held over several weeks and this year it was condensed into one day. The participants got to visit all the departments within the City and Newnan Utilities.

I. Consideration of Acceptance of HUD Economic Development Initiative Grant Award

Andrew Moody, ARPA/Special Projects Manager, explained that they are seeing acceptance and authorization for the Mayor to execute the necessary paperwork on behalf of the City.

Mayor Pro Tem Koritko asked about the budget and the additional \$400,000 that was shown in the packet? Mr. Moody stated that the \$400,000 is from CHIP funds that already exist and are in place for the Chalk Level area.

Councilwoman Jenkins thanked staff for their hard work on getting this done.

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to accept the grant and authorize the Mayor to execute the necessary documents and assurances on behalf of the City.

MOTION CARRIED. (6-0)

J. Consideration of Contract Award for Professional Audio Upgrades in the Wadsworth Auditorium

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Koritko to accept the contract award as presented.

MOTION CARRIED. (6-0)

K. Petition for Partnership between Plant Newnan, INC and City of Newnan

Mayor Brady disclosed that he is on the Plant Newnan, INC Board but was advised by the City Attorney that he did not need to recuse himself.

Mr. Scott Berta explained that Plant Newnan is seeking a partnership with the City of Newnan. They have identified the Alexander property on Boone Drive and Fourth Street and Sunset Lane as a location to build an arboretum. They would like to work to get the arboretum certified. There are a few criteria to get certified such as having a plan, organizational group, collection of over 25 species and a public dimension.

Mr. Craver stated that staff is supportive of this including the City's Landscape Architect. If approved by Council then an agreement would be drafted and brought back to Council outlining scope and master plan.

Mayor Brady said this is just the first step. He explained that the City acquired the Alexander property from the Alexander family and identified that it should be conservation land. At the time the City did not have a zoning for conservation and so they created that so that the property would not be developed. Mr. Berta further added that there is a pond on the property and there are educational opportunities with Ruth Hill Elementary right next door and there is potential to connect to the LINC.

Councilman Alexander asked about costs? Mr. Craver stated that they don't know that yet and that a team would need to be hired to lay that out. Mr. Berta said there are grant opportunities. Mayor Brady said that Georgia Forestry Commission is very interested in seeing this happen as well.

Plant Newnan has already met with the Parks Commission and Tree Commission as well, so they will be involved.

Motion by Councilman DuBose, seconded by Councilman Alexander to approve the request for partnership with Plant Newnan INC.

MOTION CARRIED. (6-0)

UNFINISHED BUSINESS

L. Public Hearing – Consideration of Zoning and Subdivision Regulation Text Amendments; Articles 2, 3, 4 and 13 of Zoning Ordinance and Section 11 of Subdivision Regulations

Mayor Brady opened the public hearing.

Dean Smith, Senior Planner, explained that these are changes that were discussed back in March. A memo was sent out to recap what was previously discussed. Comments from March were taken and a few slight changes were made but nothing major.

Councilman Alexander asked if the special exception for cargo containers would come before Council? Mr. Smith stated no, that would go before the Board of Zoning Appeals. The height restriction was also discussed and Mr. Smith explained that there are already height limitations in the zoning ordinance for accessory structures.

Councilwoman Jenkins asked if allowing duplexes in the RUI zoning would require appropriateness review for historic districts? Mr. Smith stated not at this time but there is still the review process in place for historic districts.

Mr. Smith stated that 15 feet is the height restriction on accessory structures.

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

Motion by Councilman Alexander, seconded by Councilman Guillaume to approve the text amendments and subdivision regulations as presented. 2nd and Final Reading next agenda.

MOTION CARRIED. (6-0)

COMMENT

Councilwoman Jenkins said she forgot to thank Senator Warnock for his help with the Economic Development Grant.

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman DuBose to adjourn the Council meeting at 6:51pm.

MOTION CARRIED. (6-0)

Megan Shea, City Clerk

Keith Brady, Mayor

APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Madhu 2023 LLC dba JD Food Mart**

Licensee: **Chirag Patel**

License Representative: **Tarun Patel**

Type License: **Retail Off Premise (Package) Sales of Malt Beverages & Wine**

Location: **100 Temple Avenue**

TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

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

(8) An affidavit from the applicant certifying posting of the proposed premises (has not) been filed. (Sec. 3-40(b))

N/A

Respectfully submitted,

Megan Shea
City Clerk



City of Newnan, Georgia - Mayor and Council

Date: May 23, 2023

Agenda Item: Public Hearing - Request by owner to demolish structure located at 2 Westgate Park Way

Prepared by: Bill Stephenson, Chief Building Official

Purpose: Public Hearing - Request by owner to demolish structure that was built more than 50 years ago and not located in a historical district, (tax record attached). The property address is 2 Westgate Park Way.

Background: None.

Funding: N/A

Ordinance Considerations:

- a. **Historical significance:** This structure was constructed in 1971 according to tax records and is considered historic due to its age. This property is outside of the geographical limits of the historical survey conducted in the early 1990's, and therefore was not evaluated for historical architectural significance.
- b. **Effect of demolition:** the property has adequate clear space in order to be demolished without disturbing other structures.
- c. **Reasonable preservation of structure, value vs. cost:** the cost of renovating the structure would well exceed 50% of the assessed value of \$214,128.00, which is the threshold used by City ordinance to be considered eligible for demolition in the substandard building program. Estimated cost of renovation is estimated to be between \$325,000.00 and \$375,000.00 as shown on exhibit "I".
- d. **The property rights of the owner. This property is owned by the The Housing Authority of Newnan and has been selected to be reconstructed under the Neighborhood Stabilization Program (NSP3).**
- e. **Denying demolition hardship to owner.**

Previous Discussion with Council: None.



DEMOLITION PERMIT APPLICATION

Building Department
25 LaGrange Street
Newnan, GA 30263
Ph. 770-254-2362 Fax 770-254-2361
Email – jcantrell@newnanga.gov



Date of Application: 3 - 27 - 2023

Subject Property Address: Park Way
2 Westgate PKWY, NEWNAN, GA 30263
Number and Street Subdivision

Applicant Name and Contact #: TRACY DUNNAVANT 678. 673. 5481
Name Contact Phone Number

Owner Name and Contact #: THE HOUSING AUTHORITY OF NEWNAN 770. 253. 6461
Name Contact Phone Number

Check one box only – Every structure needs its own permit. If there are two buildings on one lot, you will be required to obtain two permits. If there is more than one building on a lot, please provide a photo (aerial or ground) of the structure(s) intended to be demolished.

- ☐ Interior demolition only (no routing necessary, permit can be issued)
- ☐ Complete or partial demo or relocation of structure constructed within 50 years from date of application (application must be routed through zoning for sign-off before permit is issued)

Zoning Representative Sign-off

- ☒ Complete or partial demo or relocation of structure constructed more than 50 years from date of application. Application must be routed through the Chief Building Official. Permit cannot be issued without Council approval in accordance with City Ordinance sec. 5-25.1. Please see next page for procedures.

Signature of Applicant

Date Signed

Notification to cut power, gas and water is the responsibility of the owner before demolition. Be sure to make the utility companies aware that the structure will be demolished and to terminate them **at the street.**

Process to comply with the City Ordinance sec. 5-25:

1. Is subject property in any Historical Boundaries as designated by the City of Newnan?
(Historic maps can be found on the City of Newnan web site or through Planning and Zoning).
☐ Yes – Public hearing must be held no earlier than **60 days** after posting the property.
☒ No – Public hearing must be held no earlier than **30 days** after posting the property.
2. Obtain the date of the Council Meetings from our web site or the Building Department that assures the above time frame can be met and in which you can be present. Place that information in the line below. This date and time are to be used on your posted sign and legal ad.

MAY 23RD, 2023 (Always an evening meeting)
Public Hearing **Date and Time** of Meeting (A copy of this application will be forwarded to the Chief Building Official who will notify historical entities and prepare an agenda item for Council).
3. Post a sign on the subject property in a conspicuous location, the sign is to be no smaller than 6 square feet in area (2'x3'), and shall contain the following information:
 - a. Applicants name
 - b. Property owners name
 - c. Subject property address
 - d. The statement "A demolition permit has been applied for and a public hearing will be held at City Hall, 25 Lagrange St., Newnan, GA regarding this application on (***date and time of public hearing from #2 above***)."
4. Place an ad in the legal organ of Coweta County at least 2 times, the earliest of which shall not be published more than 15 days prior to the hearing, and containing the same information as the posted sign in #3 above. Notify the Chief Building Official at 678-673-5476 or email after the ad has been secured.
5. Give personal notice of application to demolish to all persons owning property within 250 feet of the subject property. Such notice can be hand delivered to the **property owners**, or by Certified or Registered Mail. This must be accomplished no later than 15 days prior to the public hearing date. The notice must contain the information shown in #3 above.
6. In deciding whether to grant or deny the demolition, removal or relocation permit, the Mayor and Council shall consider the following factors:
 - a. The historic, scenic or architectural significance of the structure;
 - b. The effect of the demolition, removal or relocation and subsequent use of the property, and whether such would result in substantial detriment to neighboring property owners or the public good;
 - c. Whether reasonable measures can be utilized to preserve the structures, taking into account the value of the structure and the cost to repair the structure;
 - d. The property rights of the applicant; and
 - e. Whether denying the permit application would create great practical difficulty or an unnecessary hardship on the applicant or property owner.
7. The decision of the City Council shall be final.
8. If Mayor and Council grant the request, the Chief Building Official will cause the permit(s) to be issued.



Summary

Parcel Number N43A 098
 Location Address 2 WESTGATE PARK WAY
 Legal Description H/L 368 SEC 3 W GATE
 (Note: Not to be used on legal documents)
 Class E1-Exempt
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District NEWNAN 02 (District 02)
 Millage Rate 24.33
 Acres 0.18
 Neighborhood UL-Newnan HS-Westgate Park (221020)
 Homestead Exemption No (S0)
 Landlot/District N/A

[View Map](#)

Owner

[HOUSING AUTHORITY OF NEWNAN](#)
 48 BALL ST
 NEWNAN, GA 30263

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Exempt	Res-Westgate Park	Lot	7,980	76	105	0.18	1

Residential Improvement Information

Style 1 Family (Detached)
 Heated Square Feet 3628
 Interior Walls Panel
 Exterior Walls Vinyl Siding
 Foundation Crawl/Masonry
 Attic Square Feet 0
 Basement Square Feet 0
 Year Built 1971
 Roof Type Asphalt Shingle
 Flooring Type Carpet/Tile
 Heating Type Central Heat/AC
 Number Of Rooms 0
 Number Of Bedrooms 0
 Number Of Full Bathrooms 1
 Number Of Half Bathrooms 0
 Number Of Plumbing Extras 4
 Value \$214,128
 Condition Average
 House Address 2 WESTGATE PARK

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite Imp: 2 Fair	2019	0x0 / 1	1	\$2,500

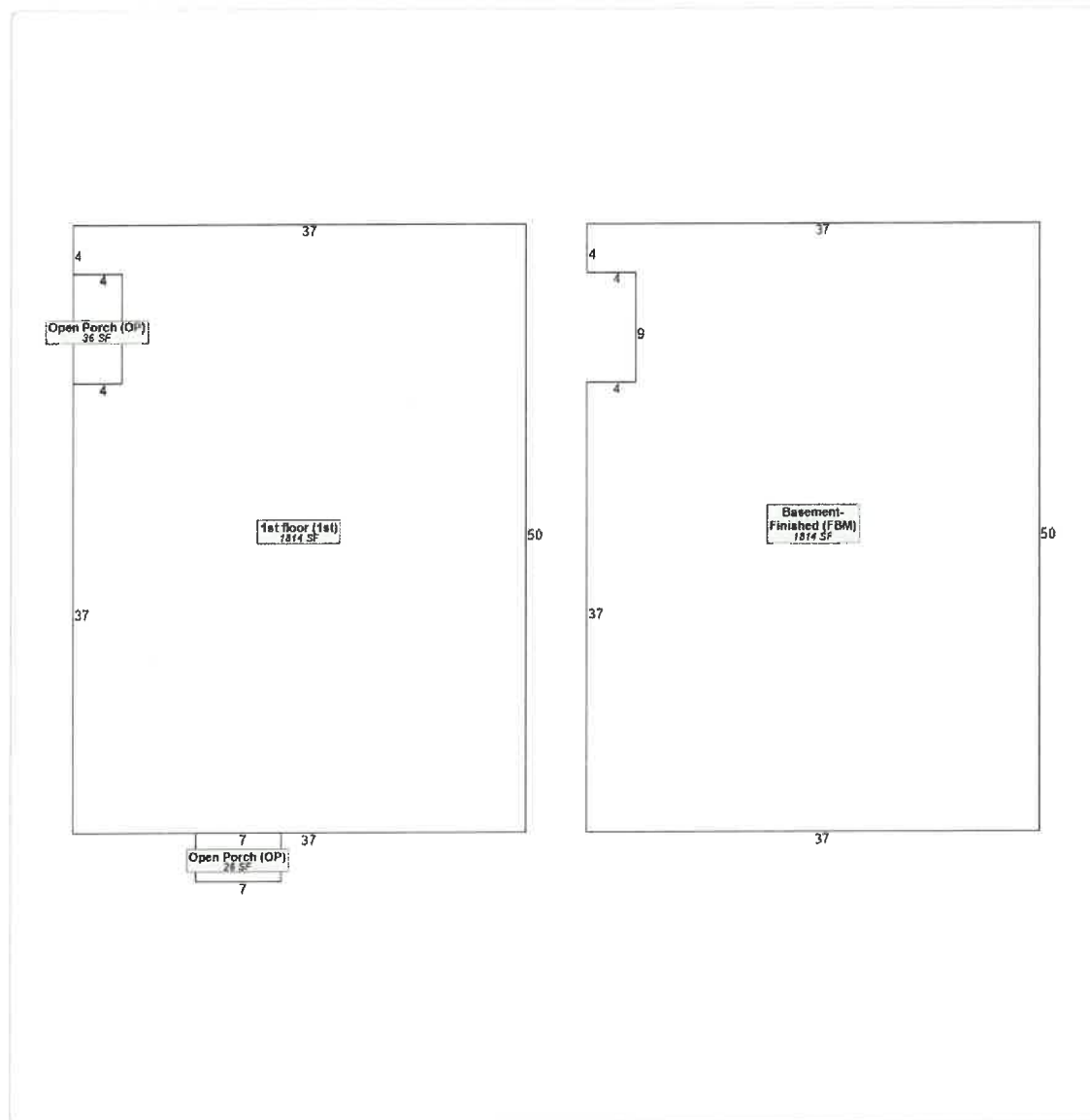
Sales

Sale Date	Sale Price	Grantor	Grantee
1/27/2014	\$0	FEDERAL NATIONAL MORTGAGE ASSOCIATION	HOUSING AUTHORITY OF NEWNAN
10/21/2013	\$59,815	FARMER KIMBERLY RENITA	FEDERAL NATIONAL MORTGAGE ASSOC
7/18/2002	\$0	JACKSON CHARLES M	FARMER KIMBERLY RENITA
6/29/1999	\$0	JACKSON C M & MARIE	JACKSON CHARLES M
1/31/1987	\$0		JACKSON C M & MARIE

Valuation

	2022	2021	2020	2019
Previous Value	\$194,615	\$194,615	\$69,877	\$69,877
Land Value	\$30,000	\$12,000	\$12,000	\$11,500
+ Improvement Value	\$214,128	\$180,115	\$180,115	\$58,377
+ Accessory Value	\$2,500	\$2,500	\$2,500	\$0
= Current Value	\$246,628	\$194,615	\$194,615	\$69,877

Sketches



No data available for the following modules: Online Appeal, Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Assessment Notices 2018, Assessment Notices 2019, Assessment Notices, Septic Drawings, Photos.

The Coweta County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 5/9/2023, 12:26:51 AM

Developed by:
 Schneider
 GEOSPATIAL

Version 3.1.7



EXHIBIT "I"

REHAB FEASIBILITY TEST FORM

PURPOSE

(check one)

- ☒ Survey
- ☐ Pre-Inspection
- ☐ During Rehab

The Housing Authority of Newnan, Georgia

OWNER NAME

TENANT NAME (if rental)

2 Westgate Parkway, Newnan, Georgia

PROPERTY ADDRESS

UNITTYPE

(check all that apply)

- Stick Built ☒
- Mobile Home ☐
- Vacant ☒
- Rental ☐

STRUCTURAL FEASIBILITY FOR REHABILITATION

- ☐ 75 percent or more of the existing external walls or floor system of the building are retained in place as external walls or floor support; **or**
- ☐ At least 50 percent of the building's external walls are retained in place as external walls **and** At least 75 percent of the building's external walls are retained in place as either external walls or internal Walls **and** at least 75 percent of the building's internal structural framework is retained in place.
- ☒ Building does not meet any of the above.

ECONOMIC FEASIBILITY FOR REPLACEMENT
HOUSING/RECONSTRUCTION

ANALYSIS OF HOUSING ACTIVITIES

COST

- | | |
|---|-------------------------------|
| 1. Estimated Rehabilitation Cost (N/A for Planned Reconstruction) | \$ <u>\$325,000-\$375,000</u> |
| 2. Estimated Acquisition/Demolition/ Temporary Relocation/Relocation Cost | \$ <u>N/A</u> |
| 3. Estimated Reconstruction Cost/ Temporary Relocation | \$ <u>\$250,000-\$300,000</u> |

CRITERIA FOR PLANNED RECONSTRUCTION

YES

NO

☒☐

1. Unit is owner-occupied and "unsuitable for rehabilitation" (based on Structural Feasibility above)

☒☐

2. The estimated cost of reconstruction (construction of a comparable replacement house on the same property) will be substantially less than the estimated cost to purchase a comparable house (including land) that would be newly constructed in a comparable neighborhood within the community's jurisdiction; and

☒☐

3. The estimated cost of reconstruction will be less than the fair market value of the property after reconstruction (as determined by obtaining, prior to reconstruction, an appraisal of the projected value of the property including the reconstructed house and land.)

Select the applicable activity that has the lowest combination of cost:

☐

Rehab

☒

Reconstruction

☐

Acquisition/Clearance*

☐

Relocation

*If unit is vacant and slated for Acquisition/Clearance what month/year was unit last occupied? _____

Source of verification: _____

Scott P. Holmes

Signature

Architect

Title

9/28/2022

Date

REV 9/02

EXHIBIT "I"



February 10, 2023

Tracy Dunnavant
Planning and Zoning Director
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

**RE: NSP3: Demolition/New Construction, 2 Westgate Parkway, Newnan
Coweta County, Georgia
HP-230111-003**

Dear Ms. Dunnavant:

The Historic Preservation Division (HPD) has received the information submitted concerning the above referenced project. Our comments are offered to assist the U.S. Department of Housing and Urban Development (HUD) and its applicants in complying with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA).

The subject project consists of demolishing the circa (ca.) 1971 house located at 2 Westgate Parkway/Coweta County parcel N43A 098 in Newnan and constructing a new house of an unknown height, size, scale, setback, and design on the same parcel. Based on the information provided and desktop research, HPD finds that 2 Westgate Parkway is not contributing to the National Register of Historic Places (NRHP)-eligible Westgate Park Residential historic district. As currently proposed, the new construction cannot be evaluated for effects to historic resources. However, it is HPD's opinion that the project will have **no adverse effect** to historic property within its APE, as defined in 36 CFR Part 800.5(b), **provided the following condition is met:**

1. Submit project plans to HPD for review, when available. Plans should include elevation drawings, site and landscape plans, and a description of proposed exterior materials.

Please note that satisfying the condition(s) above does not preclude the project from constituting an adverse effect, as defined in 36 CFR Part 800.5(a)(2) once project plans are provided. Should an adverse effect be determined, and absent federal agency involvement, HPD will work with the applicant to complete the required steps to move the project forward. HPD looks forward to receiving documentation that indicates compliance with the condition(s) as soon as it is available.

Please refer to project number **HP-230111-003** in any future correspondence regarding this project. If we may be of further assistance, please contact Mary Ann Hawthorne, Environmental Review Historian, at MaryAnn.Hawthorne@dca.ga.gov or (404) 679-4938 or Kofi Mustapha, Compliance Archaeologist, at Kofi.Mustapha@dca.ga.gov or (404) 486-6396.

Sincerely,



Stacy Rieke, MHP
Program Manager
Environmental Review & Preservation Planning

SMR/mah

cc: Renca Hall, HUD
Paul Jarrell, Three Rivers Regional Commission
Corinne Thornton, DCA Regional Services, Region 4



PROPOSED DEMOLITION

APPLICANT: CITY OF NEWNAN
OWNER: HOUSING AUTHORITY OF NEWNAN
SUBJECT ADDRESS: 2 WESTGATE PKWY.

A demolition permit has been applied
for and a public hearing will be held at
City Hall, 25 LaGrange St., Newnan, GA
regarding this application on
May 23, 2023 at 6:30 pm.



City of Newnan, Georgia

Planning & Zoning Department

April 21st, 2023

ATTN: Property Owner

NOTICE: Demolition Notification – 2 Westgate Parkway, Newnan, GA 30263

To Whom It May Concern,

You are receiving this notice because your property has been identified as being within 250 feet of a property that a demolition permit has been applied for. Regarding this demolition permit application, a public hearing will be held at City Hall, 25 LaGrange Street, Newnan, GA 30263, regarding this application on May 23rd, 2023 at 6:30pm. The demolition address is 2 Westgate Parkway, Newnan, GA, 30263.

If you have any questions, please contact Tracy Dunnavant, (678) 673-5481, or by email at tdunnavant@newnanga.gov.

Thanks,
Andrew Moody
Special Projects Manager

PROPOSED DEMOLITION

APPLICANT: CITY OF NEWNAN
OWNER: HOUSING AUTHORITY OF NEWNAN
SUBJECT ADDRESS: 2 WESTGATE PKWY.

**A demolition permit has been applied
for and a public hearing will be held at
City Hall, 25 LaGrange St., Newnan, GA
regarding this application on
May 23, 2023 at 6:30 pm.**

36" w x 24" h
Full color digital print
UV laminate
Single-sided
Coroplast Sign
Qty 1

ELECTION OF GMA'S DISTRICT 4 OFFICERS FOR 2023-2024

BALLOT

The nominating committee comprised of current District 4 officers nominated the following city officials as GMA's District 4 Officers for 2023-2024:

President	William "Dub" Pearman, Mayor, Senoia
First Vice President	Barbie Crockett, Mayor, Centralhatchee
Second Vice President	Joseph H. Walter, Mayor, Zebulon
Third Vice President	Mike Johnson, Mayor, Temple

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

Yes _____ No _____

Please provide the following information:

City: _____

Name of person submitting ballot: _____

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

Signature: _____

Please mail or email the ballot by June 2 to:

Terrell Jacobs, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email at tjacobs@gacities.com .



City of Newnan, Georgia - Mayor and Council

Date: May 23, 2023

Agenda Item: Request to Abandon Public Right of Way – Portion of Newnan South Industrial Drive

Prepared By: Dean Smith, Planning and Zoning Department

Purpose: The Council may consider a request to abandon a portion of certain public Right of Way, referred to as a portion of Newnan South Industrial Drive, a street part of the City's Public Street system and contained within the Newnan South Industrial Park.

Background: Property owners Selcat Title Holding Company, Inc. ("Selcat"), via their attorney, Theodore P. Meeker, III, have approached the City with a request to abandon a portion of improved public right-of-way with one property owner, "Selcat" acquiring the property.

Funding: None

Recommendation: Initiate the process for Right of way abandonment in accordance with City Ordinance, Part I, Article VI, Section 6-23 – "Sale of City Property".

Attachments:

City Ordinance Excerpt – Section 6.23-Sale of city property

Letter of Request

Property Survey/Site Plan

Tax Map Photos of subject properties

Previous Discussion with Council: None

Section 6.23. Sale of city property.

- (a) The city council may sell and convey any real or personal property owned or held by the city for governmental or other purposes as provided by general state law as now or later amended.
- (b) The city council may quitclaim any rights it may have in property not needed for public purposes upon report by the city manager and adoption of a resolution, both finding that the property is not needed for public or other purposes and that the interest of the city has no readily ascertainable monetary value.
- (c) Whenever in opening, extending, or widening any street, avenue, alley, or public place of the city, a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the city, the city council may authorize the mayor to execute and deliver in the name of the city a deed conveying said cut off or separated parcel or tract of land to an abutting or adjoining property owner or owners in exchange for rights-of-way of said street, avenue, alley or public place or in settlement of any alleged damages sustained by said abutting or adjoining property owner. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

SUMNER | MEEKER
LLC
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770
tmeeker@numail.org

April 19, 2023

City of Newnan, Georgia
Attn: Dean Smith, Senior Planner
25 LaGrange Street
Newnan, Georgia 30263

**Re: Request for Partial Road Abandonment – South Industrial Drive
Selcat Title Holding Company, Inc.**

Dear Dean:

I represent Selcat Title Holding Company, Inc. ("Selcat"). Selcat administers, on a local level, the standardized lineman training program of the National Joint Apprenticeship and Training Committee (NJATC) to educate members of the International Brotherhood of Electrical Works (IBEW) and the National Electrical Contractors Association (NECA). In doing so, Selcat provided the regional Outside Electrical Construction Industry with the most highly trained workforce possible, including the training of various utility corporations and municipalities.

Selcat is the owner of property at the end of South Industrial Drive in the City of Newnan, Tax Parcel ID Numbers 075 2008 001 and 075 2025 022. I have attached images of both parcels from the Tax Assessors' website. Selcat desires to combine the parcels through the process outlined by applicable City ordinances. Further, Selcat is requesting that the end of South Industrial Drive that abuts the properties be abandoned by the City of Newnan. This will allow Selcat to provide better security for its facilities. The attached survey outlines the portion of South Industrial Drive that Selcat is requesting the City to abandon. As noted on the survey, Selcat is only proposing the abandonment that portion of South Industrial Drive which abuts Selcat's parcels, and maintains the required 200' of road frontage as required by City ordinance.

There are existing water and sewer main lines on Selcat's property. There are no recorded easements for either line. Selcat wishes to convey the necessary easements to the City as a part of the abandonment process. The actual process for abandoning the portion of South Industrial Drive is to be determined by the City and the City Attorney.

Please let me know if you need any additional information for this request to be considered, and it will be provided.

Thank you and the City for consideration of this request.

City of Newnan, Georgia
Attn: Dean Smith, Senior Planner
April 19, 2023
Page Two

Sincerely,

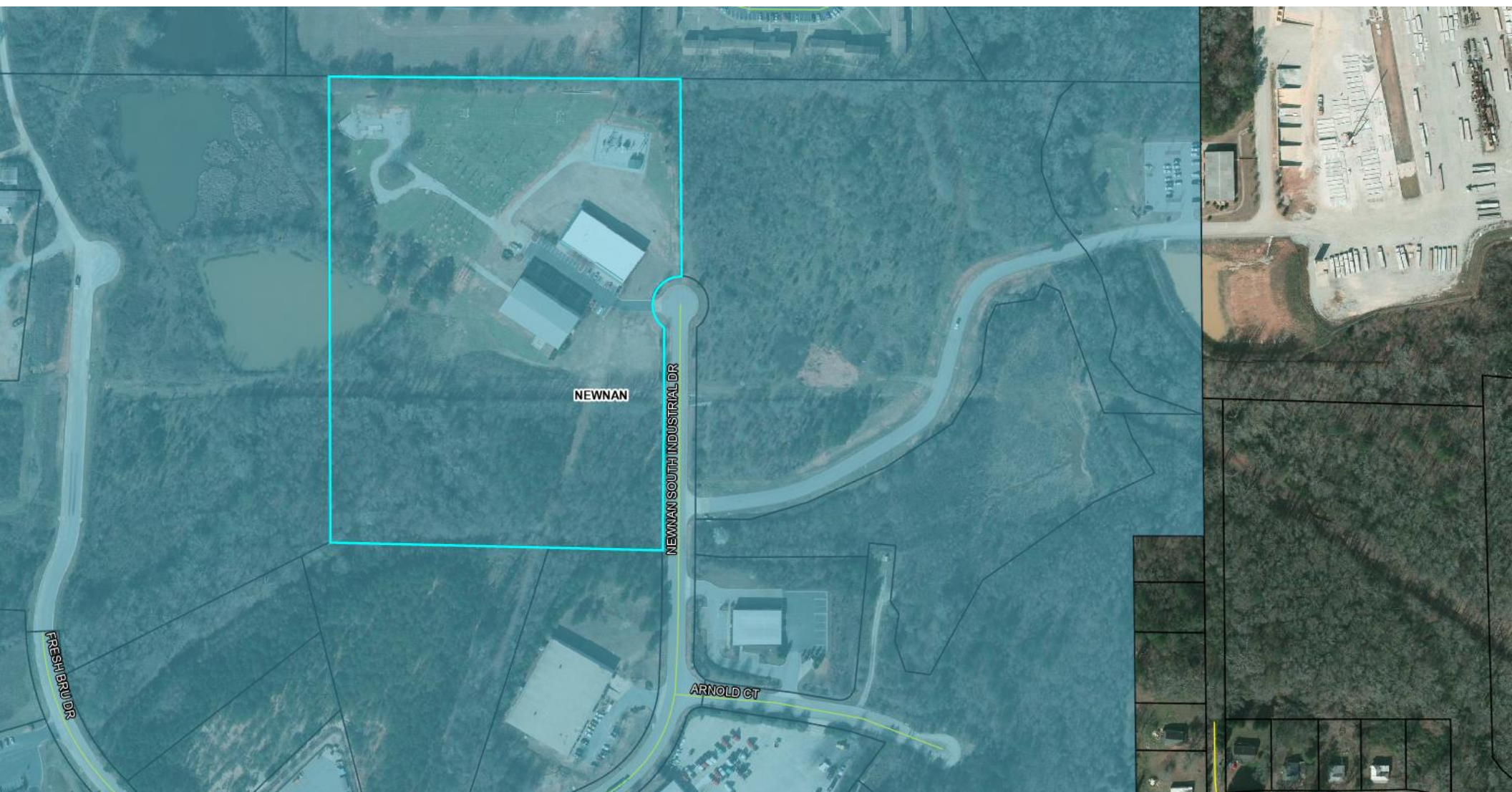


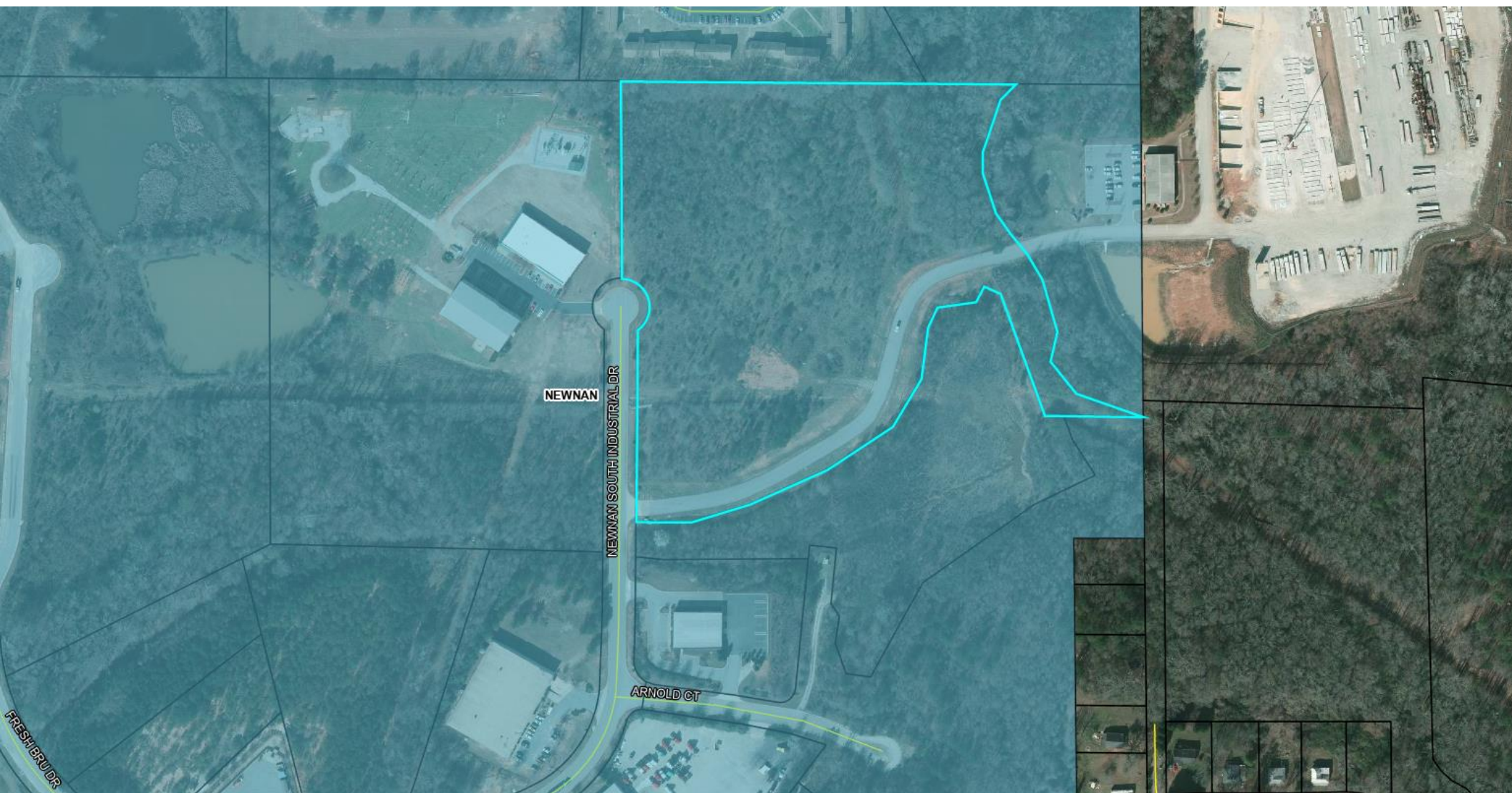
Theodore P. Meeker, III

TPM/jb

Attachments

cc: C. Bradford Sears, Jr., City Attorney (via email with attachments)







To: Mayor and Council
Date: May 23, 2023
Agenda Item: Consideration of Bid Award for a 19,500lb GVW Service Truck.
Prepared By: Ray Norton, Public Works Director

Purpose:

Newnan City Council may consider a bid award for a 19,500 GVW Service Truck to replace a 11-year-old truck with a bad engine.

Background:

On April 14, 2023 the City of Newnan issued an Invitation to Bid for a 19,500lb GVW Service Truck. On May 9, 2023 the City of Newnan received one (1) response to the Invitation to Bid from SouthTowne Motors in the amount of \$76,858.

Funding:

SPLOST19

Recommendation:

Staff recommends awarding the bid to SouthTowne Motors.

Attachments:

1. Bid Response, Bid Tab 19,500 GVW Service Truck

Previous Discussion with Council:

N/A

BID COVER SHEET
19,500 GVW Service Truck

gmc.
9 MAY '23
R5-27

We/I have thoroughly examined the specifications and agree to furnish the City of Newnan with the 19,500 GVW Service Truck according to the specifications. Any deviation from the specifications shall be listed as an exception on the bid sheet and explained.

Total Bid Price for 19,500 GVW Service Truck complete as shown and specified:

\$ 76858.00 (Lump sum bid)

Price good through: august 2023

ADDENDA: The bidder acknowledges the receipt of Addendas No. _____ through _____ inclusively.

Date: 4-20-2023

Company: SOUTH TOWN MOTOR

Address: 695 BULLS BORO DRIVE

Phone: 770-584-0663 Fax: _____

Printed name of person completing bid: _____

Signature: Jim Pore

Title: MEDIUM DUTY MANAGER

IMPORTANT!

This bid cover sheet is to be your bid cover sheet for the convenience of the bid openers only.

* CAN DELIVER IMMEDIATELY!



City of Newnan, Georgia

BID OPENING: Public Works GVW Service Truck
Tuesday, May 9, 2023 – 2pm

BIDDER	BID AMOUNT	COMMENTS
Southtowne Newnan, GA	\$76,858.00	

BIDS OPENED BY

RS
5.9.23

Gregory Alexander



NEWNAN

GEORGIA • CITY OF HOMES

City of Newnan
Newnan, Georgia
Invitation To Bid (ITB)
for
19,500 GVW Service Truck

Issue Date: Friday, April 14, 2023

Issued By: City of Newnan
Public Works
25 LaGrange St
Newnan, GA 30263

Inquiries: Ray Norton
Public Works Director
City of Newnan
Rnorton@newnanga.gov
770.253.0327

Proposals Due: Tuesday, May 9, 2023 by 2:00PM, EST

Proposal Opening: Tuesday, May 9, 2023 by 2:00PM, EST

CITY OF NEWNAN, GEORGIA
ITB – 19,500 GVW Service Truck

A. PURPOSE

The City of Newnan, Georgia, located 35 miles southwest of downtown Atlanta, on Interstate 85 South, and county seat of Coweta County, Georgia, is seeking bids from qualified Vendors for the procurement of a 19,500 GVW Service Truck for the City of Newnan, Georgia Public Works Department per attached specifications.

B. GENERAL INFORMATION AND SCHEDULE

This ITB has been issued on April 14, 2023. Each firm is to prepare their response according to the ITB format, i.e., by section and paragraph of this ITB. The City of Newnan, Georgia reserves the right to reject any Bids not submitted within the required time frame; reject any incomplete Bid submitted; contact client references; require further information.. All costs related to the preparation, submittal, and/or presentation of this ITB are the responsibility of the respondent and will not be assumed in full or in part by the City of Newnan, Georgia.

All inquiries regarding this ITB **Must** be via email RNorton@newnanga.gov

Ray Norton, Public Works Director
City of Newnan, GA

An original and two (2) copies and one (1) digital copy of this ITB are to be submitted to:

City of Newnan
City Manager's Office
25 Lagrange Street
Newnan, Georgia 30263

Proposals **must** be submitted no later than **2:00PM EST, May 9, 2023**. Proposals **must be received in a sealed envelope or container marked "19,500 GVW Service Truck" and be delivered**

inside Newnan City Hall, Office of the City Manager by the stated deadline above. Place the Project name and opening date on the submitting envelope or container.

No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent.

An order will be awarded to the vendor whose bid is determined to be the most advantageous for the City of Newnan, considering all the conditions set forth in this ITB. While price will be an important factor, it alone will not be the deciding factor in the selection process. Issuance of this ITB does not constitute a commitment on the part of the City of Newnan to award a contract pursuant to this ITB. The City of Newnan reserves the right to reject any and all proposals submitted in response to this ITB, in whole or in part, and to award a contract pursuant to this ITB or cancel this ITB if it is considered to be in the best interests of the City of Newnan. The City of Newnan further reserves the right to make changes to this ITB at any time by issuance of written addendum/addenda, amendment(s) or clarification(s).

C. BACKGROUND

Blank

D. PROPOSAL FORMAT

Bid totals shall be submitted per the bid sheet on page 7. The bid sheet MUST be placed at the beginning of the bid so that bid openers can locate with ease.

The evaluation will be based on the criteria listed below. The ITB should be prepared per the following Section as well as a one-page letter of transmittal signed by an owner, officer, or authorized agent of the firm, acknowledging and accepting the terms and conditions of this ITB:

Required Specifications:

Specifications for a 19.5K GVW Crew Cab 4x4

Chassis & Cab:	Comply	
	YES	NO
-2023 or newer	✓	
-19500lb minimum GVR	✓	
-Dual Rear wheels	✓	
-Crew cab / 4 full doors	✓	
- Roof Marker Lamps	✓	
- Assist Steps	✓	
-102" Wide Load Mirrors	✓	
-84 CA	✓	

Drivetrain:	Comply	
	Yes	NO
-6.6 Liter Diesel Engine Minimum	✓	
-6 Speed Automatic Transmission	✓	
- 4x4	✓	
-4.30 Rear Axle Ratio	✓	
-Trailer Towing Package	✓	
-PTO Option	✓	
-Manual DPF Regeneration	✓	
- 15k Rear Axle	✓	

Color: -	Comply	
	Yes	No
-White exterior	✓	
-Jet black/ dark ash interior	✓	

Equipment:	Comply	
	Yes	No
-Front seat 40/20/40 with fold down arm-rest console	✓	
-Power Windows, Locks, Mirrors and Cruise Control	✓	
-Vinyl floor	✓	
-Integrated Trailer Brake Controller	✓	
-Factory installed A/C	✓	
-110 volt Power Outlet	✓	
- Remote Keyless Entry	✓	
-Integrated Back Up Camera	✓	

Service Body	Comply	
	Yes	NO
-11' Warner Service Body (WS213MDWU) or Equivalent	✓	
-Powder Coated White	✓	
-Led Lights	✓	
-Backup Alarm	✓	
-Master Locking	✓	
-2.5" Receiver Hitch	✓	
- 7 Way RV Plug	✓	
-Designed for 84" CA	✓	

Firms submitting shall be a well established vendor with impeccable service history.

Provide the following Qualifications and Information within the Sections of the ITB above:

❖ Firm and Consultants' Information

- a. Firm name, address, and telephone number.
- b. Primary contact person(s) and telephone number(s). This person will be the point of contact.

E. RESERVED RIGHTS

Issuance of this ITB does not constitute a commitment on the part of the City of Newnan to award a contract pursuant to this ITB. The City of Newnan reserves the right to reject any and all proposals submitted in response to this ITB, in whole or in part, and to award a contract pursuant to this ITB or cancel this ITB if it is considered to be in the best interests of the City of Newnan. The City of Newnan further reserves the right to make changes to this ITB at any time by issuance of written addendum/addenda, amendments(s) or clarification(s).

F. EVALUATION OF PROPOSALS

Awarding of the bid shall be based upon, but not limited to, the factors listed below, not necessarily in the order of their importance:

1. Price of bid;
2. Quality of the bid and proposal;
3. Prior business experience with the bidder;
4. Ability of the bidder to fulfill contract and specifications;
5. Reputation of bidder and service to other local municipalities/clients;
6. Responsiveness to specifications and special terms and conditions set forth in this Request for Proposal and attachments;
7. Estimated delivery date of the finished product; and
8. Staff recommendation and award of the order by Newnan City Council.

G. OWNER QUESTIONS

Any firm that submits a proposal may be requested to provide additional information to the City of Newnan. Such information is only for the purpose of clarification and in no way changes the firm's proposal as originally submitted. The City of Newnan reserves the right to ask any or all firms to clarify any portion of their proposals after submission.

H. COSTS OF PROPOSALS

The City of Newnan is not responsible or liable for any of the costs incurred by any firm in preparing and/or submitting a proposal pursuant to this ITB.

I. EQUAL OPPORTUNITY

The City of Newnan prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The City of Newnan will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any bank doing business with the corporation provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to the Corporation.

J. ACCESS TO PUBLIC RECORDS ACT NOTICE

Each firm should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

K. GENERAL CONDITIONS

A. Upon submission of a proposal, the proposer hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. The Firm has not directly or indirectly induced or solicited any other proposer to submit a false or sham bid.
4. The Firm has not solicited or induced any person, firm or corporation to refrain from proposing.
5. The Firm has not sought by collusion to obtain for itself any advantages over any other bidder or over the City of Newnan.

L. CONTRACTS

1. The successful bidder shall enter into a binding agreement with the City of Newnan.

M. BOND REQUIREMENTS

N/A



To: Mayor and Council

Date: May 23, 2023

Agenda Item: Consideration of Ordinance Amendment to Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan, Georgia

Prepared By: Ray Norton, Public Works Director

Purpose:

Newnan City Council may consider an amendment to Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan, Georgia to provide regulations for the collection of solid waste.

Background:

On December 12, 2022 Newnan City Council adopted revisions to Chapter 17 to provide regulations for the collection of solid waste. Staff is recommending revisions to clearly define penalties and fines. Items of particular interest are:

Property owners will be billed for residential sanitation service for each unit
Set penalties and fines for violations

Funding:

N/A

Recommendation:

Newnan City Council may adopt the ordinance

Attachments:

1. Solid Waste Ordinance (new Sec. 1, 2)(4-18-2023)

Previous Discussion with Council:

December 13, 2023 Newnan City Council Meeting

**AN ORDINANCE TO AMEND AN ORDINANCE ADOPTED DECEMBER 13, 2022,
ORDINANCE NO. 2022-21, CHAPTER 17, SOLID WASTE, OF THE CODE OF
ORDINANCES OF THE CITY OF NEWNAN BY ADOPTING AMENDMENTS EDITING
AND CLARIFYING; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan previously adopted Ordinance No. 2022-21 amending Ordinance No. 2003-28, as amended, establishing comprehensive regulations governing the collection of solid waste within the City of Newnan; and

WHEREAS, it is the desire of the City Council to edit and clarify certain portions of Ordinance No. 2022-21 by adopting revisions to Chapter 17, Solid Waste, of the City's Code of Ordinances; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and welfare of the citizens, residents and property owners of the City of Newnan to adopt amendments to the City's Solid Waste Ordinance as set forth hereinafter.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan and it is hereby ordained by the authority of same that the following amendments to Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan be and are hereby adopted to read as follows:

SECTION I. Sec. 17-11. Refuse fees; invoices; penalties for late payment is hereby deleted in its entirety and a new Section 17-11 Refuse Fees, invoices; penalties for late payment is hereby adopted to read as follows:

Sec. 17-11. Refuse fees; invoices; penalties for late payment.

- (a) Fees for the collection of refuse collected by the city or the city contractor shall be set by the city and approved by the city council. The charges may be altered from time to time. A refuse collection fee schedule shall be on file in the office of the city clerk.
- (b) Refuse collection fees shall be billed to the property owner on a quarterly basis for each residential unit located on the property, and if such bill is not paid on the first day of the month following, a penalty may be added. Such penalties shall not preclude the city from taking whatever action it deems necessary to enforce payment of the refuse collection fees including to discontinue service.
- (c) The city may place a lien against the property for past due and outstanding refuse collection fees and associated penalties, and for the cost of preparing and filing the lien, including legal expenses incurred. The finance director is hereby authorized to immediately issue an execution against the owner of such property for the total cost of the unpaid fees as set out above which execution shall constitute a lien against such real estate as of the date of the fifa and which

execution shall thereafter be enforced and collected in the same manner as an execution or fifa for unpaid taxes for the city. Such execution shall rank in dignity second only to taxes of the city.

- (d) Persons, firms, individuals, corporations, or associations of individuals who have their collection service discontinued shall be in violation of this chapter and shall be subject to the penalties set forth in section 17-12 herein.

Sec. 17-12. Penalty.

Any person, firm, or corporation violating any of the provisions of this Section 17-11 shall be subject to citation and prosecution in the City's Municipal Court and the penalties set forth as follows:

(a) *Notification.* Notice of a violation of this Section shall be made by serving a citation by mail or in person by an officer, agent or official of the city empowered by the Code of Ordinances of the city or by the state to issue citations on behalf of the city.

(b) *Penalties.* Any person who violates the provisions of this Section and this Chapter or is charged with causing the violation of any provision of this Section and this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:

(1) By a fine of not less than \$200.00 and not more than \$500.00;
and

(2) In addition to the fine set out in subsection (1) above, the violator shall reimburse the city for the reasonable cost of removing any accumulation of rubbish, garbage, refuse or bulk items placed on the City right of way.

(3) In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence.

SECTION II: Sec. 17-91. Penalties are hereby deleted in its entirety and a Section 17-91 Penalties by adopted to read as follows:

Sec. 17-91. Penalties.

Any owner or tenant failing to comply with the requirements of this section may subject to citation and prosecution by the city in accordance with this section and upon conviction shall be subject to the penalties set forth in section 17-48 of the Code of Ordinances; except that failure to pay the fees provided for in Paragraphs 8 and 13 of Section 17-90 shall be subject to the following:

(a) *Notification.* Notice of a violation of this Section shall be made by serving a citation by mail or in person by an officer, agent or official of the city empowered by

the Code of Ordinances of the city or by the state to issue citations on behalf of the city.

(b) *Penalties.* Any person who violates the provisions of this Section and this Chapter or is charged with causing the violation of any provision of this Section and this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:

(1) By a fine of not less than \$200.00 and not more than \$500.00;
and

(2) In addition to the fine set out in subsection (1) above, the violator shall reimburse the city for the reasonable cost of removing any accumulation of rubbish garbage, refuse or bulk items placed on the City right of way.

(3) In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence.

SECTION III: All formal ordinances or parts thereof conflicting or inconsistent with the provisions of this chapter are hereby repealed.

SECTION IV. Severability. In the event any section, subsection, sentence, clause, or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses, or phrases of this ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause, or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council hereby declares that it would have passed the remaining parts of this ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

SECTION V: This ordinance shall be in full force and effect upon its official adoption by the Mayor and Council of the City of Newnan.

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the ____ day of _____, 2023 in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Dustin Koritko, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember



To: Mayor and Council
Date: May 23, 2023
Agenda Item: Consideration to Assign the HUD EDI Grant to the Newnan Urban Redevelopment Agency (NURA)
Prepared By: Andrew Moody, Special Projects Manager

Purpose:

Consideration to Assign the HUD EDI Grant to the Newnan Urban Redevelopment Agency (NURA)

Background:

The City of Newnan, in December of 2022 was awarded a \$4.6 million grant from Housing and Urban Development and the US Congress. The award is for the purpose of rehabilitating homes as well as the construction of new workforce housing units in the Chalk Level Area.

Funding:

N/A

Recommendation:

City Council may consider assigning the management of the HUD EDI grant to the Newnan Urban Redevelopment Agency.

Attachments:

None

Previous Discussion with Council:

On April 25th the Council voted to accept and authorize the Mayor to sign the HUD EDI funding award of \$4.6 million.



City of Newnan, Georgia - Mayor and Council

Date: May 23, 2023

Agenda Item: Surplus Property Declaration and Disposition of Capital Assets and Controlled Assets

Prepared By: Kim Adams, Finance Department

Purpose: To obtain Council approval of the disposal of the City's surplus inventory schedule attached.

Background: Surplus inventory items submitted by various departments.

Funding: N/A

Recommendation: Staff recommends that Council declare as surplus the equipment listed on the attached Surplus Property Schedule.

Previous Discussion with Council: N/A

Surplus Property Pending Sale

Asset No	Vehicle #	Description	VIN or Serial & Model #	Comments	Disp Form?
00079	E322	2001 John Deere Gator 6x6	W006X4X049623	2001-not worth repairing	Y
00433	E802	2007 John Deere Gator 4x4	M0HX0PA022879		Y
00482	E135	2009 Hustler Z4 Mower 54"	9091908		Y
00072	E268	1999 John Deere Tractor	LV4200C224934	Past useful life	Y
00071	PB461	Bush Hog Finishing Mower	12-00757	Past useful life	Y
00667	PB807	2007 Utility Trailer	4YMUL16257G053461	Need to sell	Y
00089	E120	2006 Toro Z 60 Riding Mower	250000992	2006-Not worth repairing	Y
00699	E311	2017 Gravely Atlas JSV	180105		Y
	PB282	1999 16' Utility Trailer	4DHLS16232D001139	Need to sell	Y
00513	E133	2011 Toro Z 60 Riding Mower	311001180	2011-Not worth repairing	Y
00479	PD325	2009 Chevy Impala	2G1WS57M391039479	Wrecked	Y
00508	PD375	2011 Ford Crown Victoria	2FABP7BX148213	Wrecked	Y
00401	PD348	2005 Ford Crown Vic	2FAHP71W15X13442	High Maint.	Y
00407	PD363	2006 Chevy Impala	2G1WS581669360587	High Maint./High Mileage	Y
00435	PD393	2007 Chevy 1500	1GCEC19J47E548885	High Maint./High Mileage	Y
00593	PD432	2014 Dodge Charger	2C3CDXAT0EH348391	High Maint./High Mileage	Y
00020	PD356	2008 Dodge Charger	2B3KA43G78H252066	High Maint./High Mileage	Y
00023	PD384	2008 Dodge Charger	2B3KA43G38H252064	High Maint./High Mileage	Y
00021	PD340	2008 Dodge Charger	2B3KA43G98H252067	High Maint./High Mileage	Y
00644	PD454	2016 Chevy Caprice	6G3NS5U25GL208878	High Maint./High Mileage	Y
00294	PD310	1987 Chevrolet Truck	1GBM7D1Y8HV1078	High Maint.	Y
00127	BI501	2006 Ford Taurus	1FAFP53246A256988	Past Useful Life	Y
00043	PL	HP Designjet 5500	SG2AI4005	Have New Plotter	Y
03606	E310	2017 Land Pride Flail Mower	1231613	High Maint./Equip Broken	Y
00228	E213	2006 New Holland Tractor	HX12752	High Maint./Engine locked up	Y
00227	ST249	2005 Ford F-150 Super Cab	1FTRX12W75NB80596	High Maint./High Mileage	Y
00451	ST192	2009 International/Tymco Sweeper	1HTJTSKN49H155751	High Maint./Engine knocking	Y
00063	E222	1986 Ford Tractor	C75-4139	High Maint./High Mileage	Y
00216	E292	2002 New Holland Tractor	189700B	High Maint./High Mileage	Y
00215	E125	2002 Almo Boom Mower	01558/01549	High Maint./ Attached to E292	Y
00229	E221	2006 Asphalt Zipper Milling Machinic	BT0011 w/211	High Maint.	Y
00124	LS101	2004 Ford F-150	2FTRX17W64CA72368	High Maint./High Mileage	Y
00590	E306	Scag Mower	K1400002	High Maint./Bad Engine	Y
00482	E135	54" Hustler Mower	9091908	Old/Cost to much to repair	Y
00086	E242	2003 Toro 1600 Utility	230000132	High Maint.	Y



City of Newnan, Georgia - Mayor and Council

Date: May 23, 2023

Agenda Item: Consideration of a Resolution and Agreement for Use of Funds the City Received from National Opioid Settlements

Prepared By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider a resolution and agreement, which provides guidance related to the use of funds the City received as a result of National Opioid Settlements.

Background:

The City of Newnan, on March 8, 2022, voted unanimously to execute a Memorandum of Understanding, thereby joining two nationwide settlement agreements between state and local governments and pharmaceutical distributors and manufacturers. In doing so, the City of Newnan has received funds to be used in the prevention, mitigation and/or remediation of negative conditions resulting from the use of opioids.

Very specifically, the City of Newnan has received \$15,672.33 and \$42,552.75 from the distributor and manufacturer settlements respectively.

In accordance with the settlement agreements' allowable uses of funds, City staff has engaged Coweta FORCE to be the recipient of funds. Thereafter, Coweta FORCE, a private non-profit organization aimed at providing recovery support services, shall expend funds in accordance with all known agreements.

Coweta FORCE has developed a Peer Emergency Department Program, which will employ certain staff members to locate at the Emergency Department of Piedmont Newnan Hospital and provide direct recovery services to individuals visiting the hospital. Please find a copy of the program's Project Narrative attached herein.

Funding:

National Opioid Settlement Funds.

Attachments:

1. Peer Emergency Department Program – Coweta FORCE, Project Narrative; and
2. Resolution and Agreement with Coweta FORCE; and
3. Janssen Settlement Agreement – Allocation Notice; and
4. Distributor Settlement – Allocation Notice

Recommendation:

It is the recommendation of city staff that the Newnan City Council support the Resolution and Agreement, allowing certain funds to provide recovery support services.

Previous Discussion with Council:

Newnan City Council, at its March 8, 2022 meeting, considered and supported entering into the settlement agreements, as described herein.

RESOLUTION NO. _____

**A RESOLUTION TO STATE THE INTENDED USES OF FUNDS
RECEIVED BY THE CITY OF NEWNAN, GEORGIA, AS A RESULT OF
NATIONAL OPIOID SETTLEMENTS; AND FOR OTHER PURPOSES.**

WHEREAS, on November 2, 2022, the City of Newnan received a Distributor Settlement – Allocation Notice from the Directing Administrator of the National Opioid Settlements; and,

WHEREAS, on November 18, 2022, the City of Newnan received a Janssen Settlement – Allocation Notice from the Directing Administrator of the National Opioid Settlements; and,

WHEREAS, the City of Newnan shall receive \$15,672.33 in funding under Section V.C of the Distributor Settlement Agreement pursuant to its State-Subdivision Agreement, the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlement; and,

WHEREAS, the City of Newnan shall receive \$42,552.75 in funding under Section VI.C of the Janssen Settlement Agreement pursuant to its State-Subdivision Agreement, the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlement; and,

WHEREAS, the General Assembly of the State of Georgia adopted and the Governor signed, Senate Bill 500 in March 2022, which provided legislation that positions the state and its local governments to receive \$636 Million available for allocation under the full \$26 Billion multistate opioid settlement; and,

WHEREAS, settlement funds, as agreed to in the Distribution Settlement Agreement, dated March 25, 2022, shall be utilized in accordance with Exhibit E, List of Opioid Remediation Uses Schedule A – Core Strategies and Schedule B – Approved Uses; and,

WHEREAS, Coweta FORCE is a Recovery Community Organization, an independent, non-profit organization led and governed by people in recovery, located in the City of Newnan; and,

WHEREAS, Coweta FORCE exists to provide recovery support services in the community for individuals and family members impacted by addiction; and,

WHEREAS, Coweta FORCE has developed a Peer Emergency Department Program, that qualifies as an eligible program under Exhibit E, List of Opioid Remediation Uses Schedule A – Core Strategies and Schedule B – Approved Uses; and,

WHEREAS, that as a subrecipient, the City of Newnan accepts award of National Opioid Funds allocations up to the maximum allowed by the terms and conditions of the Distribution Settlement Agreement; and,

WHEREAS, the City will ensure compliance with prevailing guidelines, as listed in the Distributor Settlement Agreement; and

WHEREAS, this resolution is intended as a statement of intent of the City Council to expend National Opioid Funds in accordance with Distribution Settlement Agreement, for the current critical needs and priorities for which there is consensus as set forth below.

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

The parties agree to:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the CITY in writing.

2. GRAND TOTAL NATIONAL OPIOID FUNDS TO BE DISSEMINATED TO BENEFICIARY

The grand total subaward of \$58,225.08 in funds to be disseminated by the CITY to the BENEFICIARY as part of this Agreement, to be delivered in a lump sum payment.

3. LIMITATIONS REGARDING THE USE OF NATIONAL OPIOID FUNDS

Funds must be used according to the Distribution Settlement Agreement

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE

For the CITY to ensure compliance with the existing guidelines set forth by the Distribution Settlement Agreement during the term of this Agreement, the BENEFICIARY, shall participate in routine meetings with staff to provide expense reports and documentation to support such expenditures.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

Upon receipt of the BENEFICIARY's signed award agreement, the CITY shall disseminate funds therein within thirty (30) days. Award dissemination is further subject to all applicable federal, state, and local laws regarding the governance of funds within the Distribution Settlement Agreement.

6. TERMINATION

The CITY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the BENEFICIARY.

7. HOLD HARMLESS AND INDEMNIFICATION

The BENEFICIARY agrees to defend, indemnify, and hold the CITY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the BENEFICIARY, its officers, directors, employees, and/or agents relating to the CITY's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

8. COMPLIANCE WITH LAWS AND GUIDELINES

The BENEFICIARY shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the Distribution Settlement Agreement.

9. MAINTENANCE AND AUDIT OF RECORDS

The BENEFICIARY shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the CITY or its designees for five (5) years following termination of this Agreement.

10. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

BENEFICIARY
Coweta FORCE
36 Salbide Avenue
Newnan, GA 30263

CITY
City of Newnan
Attn: Hasco Craver, Assistant City Manager
25 LaGrange Street
Newnan, GA 30263

11. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

12. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

13. TIME

Time is of the essence in this Agreement.

14. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

15. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

16. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Georgia, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction.

17. NON-WAIVER

No failure on the part of the CITY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the CITY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the CITY at law or in equity.

18. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. ASSIGNMENT

The BENEFICIARY shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the CITY.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the BENEFICIARY for the use of funds received under this Agreement and it shall also include all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

21. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

22. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the _____ day of _____, 2023 in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Dustin Koritko, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

Acknowledged and agreed on behalf of the City of Newnan, Georgia by:

Name

Title

Date

Acknowledged and agreed on behalf of Coweta FORCE, by:

Name

Title

Date



Peer Emergency Department Program – Coweta FORCE

Project Narrative

Intervention at the time of an overdose by the peer support provider in the Emergency Department setting is critical. Peer Support is an evidence-based way to support an individual in or seeking recovery from addiction and other behavioral health conditions. A peer support provider, like a recovery coach or certified peer support specialist, is uniquely qualified to offer support and encouragement because of their lived experience. Providing peer support to someone who has just experienced an opioid or other substance overdose and is in the ED setting might just change the course of their life and recovery.

Coweta FORCE proposes to create a team of 4 staff members, 1 team lead and 3 recovery coaches, for the Peer Emergency Department Program. Coweta FORCE will provide Peer Support Services for individuals in the hospital who have experience a substance related overdose or injury. Coweta FORCE has prepared for this opportunity by having conversations and meetings with the necessary hospital staff regularly since March 4, 2020. Piedmont Newnan Hospital has been excited about our ideas and look forward to beginning this program. Until now, the only barrier has been finances. This grant would remove that barrier and allow us to serve peers in our local hospital.

The proposed schedules for staff will be split into day and night shift and will alternate on a schedule. Day shift will be 9-5:30 and night shift will be 4-12:30. Two staff members will work Sunday – Thursday and two will work Tuesday – Sunday. This will provide access to peer coaches 7 days a week. All staff members will be CARES certified upon employment or within 6 months of employment.

We plan to gather and analyze data using a data platform Recovery Link. We will be able to establish and track goals with the data.

We will partner with Georgia Council on Substance Abuse to receive technical assistance. They have already established a very successful program in the Emergency Department in Northeast Georgia and are willing to help us navigate a similar program in Newnan.



Friends Of Recovery for Community Empowerment

The office space for program staff will be located at Coweta FORCE, at 36 Salbide Ave. This location is 4.2 miles away from Newnan Piedmont Hospital and will serve as a hub for coaches until they are called in.

National Opioid Settlements



DISTRIBUTOR SETTLEMENT - ALLOCATION NOTICE

Payment Year: 1 & 2

Date of Notice: 11/2/2022

Deadline to Dispute Allocation: 11/23/2022

Expiration of 50 Days: 12/22/2022

Settling State	Georgia
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I. PAYMENT ALLOCATION DETERMINATION

This Notice is an official communication from the Directing Administrator of the National Opioid Settlements. A copy of this Notice has been sent to the Enforcement Committee and Settling Distributors pursuant to Section IV.B of the Distributor Settlement Agreement, dated as of July 21, 2021, as amended, between and among the Settling States, the Settling Distributors, and Participating Subdivisions (the "Distributor Settlement Agreement"). All capitalized terms used in this letter have the meanings ascribed to them in the Distributor Settlement Agreement.

Pursuant to Section IV.B and Exhibit M of the Distributor Settlement Agreement, Georgia's Total Payment Year 1 amount is \$22,099,695.20, Total Payment Year 2 amount is \$23,225,702.28. The yearly and combined payments are broken down in Table 1 in Attachment 1 to this Allocation Notice.

As provided under Section V.C of the Distributor Settlement Agreement, Georgia has instructed the Directing Administrator to calculate the intrastate allocations pursuant to its State-Subdivision Agreement, the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements. Under Section III of this State-Subdivision Agreement, the Directing Administrator will allocate the Annual Payment as follows: (i) 75% to the State and (ii) the remaining 25% to Georgia's Participating Subdivisions subject to a holdback for the Local Government Cost and Fee Fund as outlined in Section VII of the State-Subdivision Agreement. The intrastate allocations are included as Attachment 1 to this Allocation Notice.

Undisputed amounts allocated to the State Abatement Fund and the Local Abatement Funds for the listed Participating Subdivisions will be paid no later than the date that is 50 days after the date of this Allocation Notice. For purposes of Total Payment Amounts, allocated amounts that would be attributed to Non-Participating Subdivisions have been reallocated amongst the Participating Subdivisions based upon their proportionate share of the percentage initially allocated to the Participating Subdivisions under Exhibit G of the Distributor Settlement Agreement.

II. YOUR RIGHT TO DISPUTE

Section IV.B.4 of the Distributor Settlement Agreement provides that within twenty-one (21) calendar days of receiving notice any party may dispute the calculation of the amount to be received by a Settling State or its Participating Subdivisions listed on Exhibit G as inconsistent with the terms of the Agreement. Written notice must be provided to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

A party has until the Deadline to Dispute Allocation listed at the top of this Allocation Notice to deliver a written notification of dispute. The amounts listed in this Allocation Notice will be deemed accepted if the Directing Administrator has not received a party's dispute before midnight Eastern Time on the deadline date. Submit your written request by email to DirectingAdministrator@NationalOpioidOfficialSettlement.com.

National Opioid Settlements



Any party affected by the dispute may object to the notification of dispute. Depending on the nature of the dispute, contested disputes must be resolved in either the court that entered a state's Consent Judgment or the National Arbitration Panel. The Directing Administrator will not disburse any funds potentially affected by a contested dispute until the dispute is resolved by the court or the National Arbitration Panel.

III. ISSUING PAYMENTS

If you do not dispute the payment, please create a Portal Account following instructions in the accompanying email, which will direct you to complete the Payment Election Forms and W-9 Forms to create payment instructions for any Settlement Payments.

IV. PAYMENT REALLOCATIONS

If you wish to reallocate your portion of the allocation to another Participating Subdivision or the State Fund, you may do so using the Direct Payment and Allocation Election screen on the Portal or by emailing DirectingAdministrator@NationalOpioidOfficialSettlement.com before the Deadline to Dispute Allocation included on the Allocation Notice. The Directing Administrator will not treat a reallocation request as a dispute.

Sincerely,

BrownGreer PLC
Directing Administrator
250 Rocketts Way
Richmond, VA 23231

National Opioid Settlements



ATTACHMENT 1 - DISTRIBUTORS YEAR 1 & 2 PAYMENT ALLOCATION TO GEORGIA (As of 11/2/2022)

TABLE 1: PAYMENT SUMMARY¹

	Restitution/ Abatement	Total Payment 1	Restitution/ Abatement	Total Payment 2	Total Combined Payment
1. Total Allocation	\$22,099,695.20	\$22,099,695.20	\$23,225,702.28	\$23,225,702.28	\$45,325,397.49
2. Allocation Method	Georgia Memorandum of Understanding				
3. 75% to the State	\$16,574,771.40	\$16,574,771.40	\$17,419,276.71	\$17,419,276.71	\$33,994,048.12
4. 25% to Participating Local Governments (Less Row 5)	\$3,482,673.43	\$3,482,673.43	\$3,540,643.76	\$3,540,643.76	\$7,023,317.19
5. Local Government Cost and Fee Fund	\$2,042,250.37	\$2,042,250.37	\$2,265,781.81	\$2,265,781.81	\$4,308,032.18

TABLE 2: ALLOCATION TO SUBDIVISIONS²

Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
A. Participating Subdivisions						
1. Adel City	0.05456494320%	\$1,900.32	\$2,080.75	\$1,931.95	\$2,115.38	\$4,196.13
2. Albany City	0.31578430120%	\$10,997.74	\$12,041.93	\$11,180.80	\$12,242.37	\$24,284.31
3. Alma City	0.07201086150%	\$2,507.90	\$2,746.02	\$2,549.65	\$2,791.73	\$5,537.75
4. Americus City	0.06517324440%	\$2,269.77	\$2,485.28	\$2,307.55	\$2,526.65	\$5,011.92
5. Appling County	0.18919256470%	\$6,588.96	\$7,214.56	\$6,698.63	\$7,334.65	\$14,549.20
6. Arlington City	0.00577551470%	\$201.14	\$220.24	\$204.49	\$223.91	\$444.15

¹ Final payments to the State may vary by +/- \$0.01-\$0.05 for each Payment Year to account for rounding to the nearest cent during Subdivision calculations.

² Restitution/Abatement amounts reflect initial allocations to Participating Subdivisions based on Allocation Percentages provided in Exhibit G of the Distributor Settlement Agreement. Total Payment amounts reflect adjustments made to reallocate amounts otherwise attributable to Non-Participating Subdivisions ineligible to receive an allocated share under Section IV.C and Section VII.E of the Distributor Settlement Agreement to the Participating Subdivisions based on their percentage of funds initially attributable to the Participating Subdivisions.

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
7.	Ashburn City	0.02072942093%	\$721.94	\$790.48	\$733.95	\$803.64	\$1,594.12
8.	Athens-Clarke County Unified Government	1.38563303050%	\$48,257.07	\$52,838.91	\$49,060.33	\$53,718.43	\$106,557.34
9.	Atkinson County	0.09867207800%	\$3,436.43	\$3,762.70	\$3,493.63	\$3,825.33	\$7,588.04
10.	Atlanta City	2.99223206600%	\$104,209.67	\$114,104.01	\$105,944.28	\$116,003.31	\$230,107.32
11.	Augusta-Richmond County Consolidated Government	2.77610217130%	\$96,682.57	\$105,862.24	\$98,291.89	\$107,624.35	\$213,486.59
12.	Bacon County	0.13263132980%	\$4,619.12	\$5,057.68	\$4,696.00	\$5,141.87	\$10,199.56
13.	Bainbridge City	0.05698617900%	\$1,984.64	\$2,173.08	\$2,017.68	\$2,209.25	\$4,382.33
14.	Baker County	0.01389925400%	\$484.07	\$530.03	\$492.12	\$538.85	\$1,068.87
15.	Baldwin County	0.29400934020%	\$10,239.39	\$11,211.58	\$10,409.82	\$11,398.20	\$22,609.78
16.	Banks County	0.21082872410%	\$7,342.48	\$8,039.62	\$7,464.69	\$8,173.44	\$16,213.06
17.	Barrow County	0.75623155700%	\$26,337.08	\$28,837.69	\$26,775.47	\$29,317.70	\$58,155.39
18.	Bartow County	1.09452351120%	\$38,118.68	\$41,737.91	\$38,753.18	\$42,432.65	\$84,170.57
19.	Ben Hill County	0.08340314580%	\$2,904.66	\$3,180.45	\$2,953.01	\$3,233.39	\$6,413.83
20.	Berrien County	0.12257336420%	\$4,268.83	\$4,674.14	\$4,339.89	\$4,751.94	\$9,426.08
21.	Blackshear City	0.03491619270%	\$1,216.02	\$1,331.47	\$1,236.26	\$1,353.64	\$2,685.11
22.	Blakely City	0.01584413970%	\$551.80	\$604.19	\$560.98	\$614.25	\$1,218.44
23.	Brantley County	0.28754107770%	\$10,014.12	\$10,964.92	\$10,180.81	\$11,147.44	\$22,112.36
24.	Brooks County	0.14559438860%	\$5,070.58	\$5,552.01	\$5,154.98	\$5,644.43	\$11,196.44
25.	Brunswick City	0.10200853390%	\$3,552.62	\$3,889.93	\$3,611.76	\$3,954.68	\$7,844.62
26.	Bulloch County	0.40884751820%	\$14,238.82	\$15,590.75	\$14,475.83	\$15,850.26	\$31,441.01
27.	Burke County	0.18754132880%	\$6,531.45	\$7,151.59	\$6,640.17	\$7,270.63	\$14,422.22
28.	Butts County	0.31788609827%	\$11,070.93	\$12,122.08	\$11,255.21	\$12,323.86	\$24,445.94
29.	Calhoun City	0.17800854020%	\$6,199.46	\$6,788.07	\$6,302.65	\$6,901.06	\$13,689.13

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
30.	Camden County	0.33870096650%	\$11,795.85	\$12,915.82	\$11,992.19	\$13,130.81	\$26,046.63
31.	Candler County	0.09908825390%	\$3,450.92	\$3,778.57	\$3,508.36	\$3,841.47	\$7,620.04
32.	Carroll County	1.41085488140%	\$49,135.47	\$53,800.71	\$49,953.35	\$54,696.24	\$108,496.94
33.	Carrollton City	0.43950183390%	\$15,306.41	\$16,759.70	\$15,561.19	\$17,038.67	\$33,798.38
34.	Cartersville City	0.29914064770%	\$10,418.09	\$11,407.25	\$10,591.50	\$11,597.13	\$23,004.38
35.	Catoosa County	1.05483396121%	\$36,736.42	\$40,224.41	\$37,347.91	\$40,893.96	\$81,118.38
36.	Charlton County	0.10463138180%	\$3,643.97	\$3,989.95	\$3,704.62	\$4,056.37	\$8,046.32
37.	Chatham County	1.45440337080%	\$50,652.12	\$55,461.36	\$51,495.24	\$56,384.53	\$111,845.89
38.	Chatsworth City	0.12260568634%	\$4,269.96	\$4,675.37	\$4,341.03	\$4,753.20	\$9,428.57
39.	Chattooga County	0.33175131090%	\$11,553.81	\$12,650.81	\$11,746.13	\$12,861.39	\$25,512.19
40.	Cherokee County	2.11906838510%	\$73,800.23	\$80,807.30	\$75,028.66	\$82,152.37	\$162,959.67
41.	Clarkston City	0.01752534810%	\$610.35	\$668.30	\$620.51	\$679.43	\$1,347.73
42.	Clay County	0.02746371040%	\$956.47	\$1,047.28	\$972.39	\$1,064.72	\$2,112.00
43.	Clayton County	1.67288813770%	\$58,261.23	\$63,792.93	\$59,231.01	\$64,854.78	\$128,647.71
44.	Clinch County	0.06172068100%	\$2,149.53	\$2,353.62	\$2,185.31	\$2,392.80	\$4,746.42
45.	Cobb County	5.85808019670%	\$204,017.80	\$223,388.57	\$207,413.75	\$227,106.95	\$450,495.52
46.	Coffee County	0.41647559440%	\$14,504.48	\$15,881.63	\$14,745.92	\$16,145.99	\$32,027.62
47.	Colquitt County	0.25786123940%	\$8,980.46	\$9,833.13	\$9,129.95	\$9,996.80	\$19,829.93
48.	Columbia County	1.29057306330%	\$44,946.45	\$49,213.95	\$45,694.59	\$50,033.13	\$99,247.08
49.	Columbus City	1.82271402980%	\$63,479.18	\$69,506.30	\$64,535.81	\$70,663.26	\$140,169.56
50.	Conyers City	0.12022319120%	\$4,186.98	\$4,584.52	\$4,256.67	\$4,660.83	\$9,245.35
51.	Cook County	0.09734056740%	\$3,390.05	\$3,711.93	\$3,446.48	\$3,773.71	\$7,485.64
52.	Covington City	0.19690843780%	\$6,857.68	\$7,508.79	\$6,971.83	\$7,633.78	\$15,142.57
53.	Crawford County	0.12825695580%	\$4,466.77	\$4,890.87	\$4,541.12	\$4,972.29	\$9,863.16

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
54.	Crisp County	0.12966589050%	\$4,515.84	\$4,944.60	\$4,591.01	\$5,026.91	\$9,971.51
55.	Cusseta-Chattahoochee County Unified Government	0.06955386500%	\$2,422.33	\$2,652.33	\$2,462.65	\$2,696.47	\$5,348.80
56.	Dade County	0.17994654900%	\$6,266.95	\$6,861.98	\$6,371.27	\$6,976.20	\$13,838.17
57.	Dalton City	0.36280925180%	\$12,635.46	\$13,835.15	\$12,845.78	\$14,065.44	\$27,900.60
58.	Damascus City	0.00050403010%	\$17.55	\$19.22	\$17.85	\$19.54	\$38.76
59.	Dawson City	0.01386962540%	\$483.03	\$528.90	\$491.07	\$537.70	\$1,066.60
60.	Dawson County	0.31927824151%	\$11,119.42	\$12,175.17	\$11,304.51	\$12,377.83	\$24,553.00
61.	Dawsonville City	0.00224409456%	\$78.15	\$85.57	\$79.46	\$87.00	\$172.57
62.	Decatur City	0.10403405310%	\$3,623.17	\$3,967.17	\$3,683.48	\$4,033.21	\$8,000.38
63.	Decatur County	0.16333710870%	\$5,688.50	\$6,228.60	\$5,783.19	\$6,332.28	\$12,560.88
64.	Dekalb County	4.05796029790%	\$141,325.51	\$154,743.86	\$143,677.92	\$157,319.63	\$312,063.48
65.	Demorest City	0.02335398800%	\$813.34	\$890.57	\$826.88	\$905.39	\$1,795.96
66.	Dooly County	0.07589702260%	\$2,643.25	\$2,894.21	\$2,687.24	\$2,942.39	\$5,836.60
67.	Doraville City	0.06194842580%	\$2,157.46	\$2,362.30	\$2,193.37	\$2,401.63	\$4,763.93
68.	Dougherty County	0.45191467180%	\$15,738.71	\$17,233.05	\$16,000.69	\$17,519.90	\$34,752.94
69.	Douglas City	0.23643666380%	\$8,234.32	\$9,016.14	\$8,371.38	\$9,166.21	\$18,182.35
70.	Douglas County	1.24112194850%	\$43,224.22	\$47,328.21	\$43,943.71	\$48,116.01	\$95,444.22
71.	Dublin City	0.15986838430%	\$5,567.69	\$6,096.33	\$5,660.37	\$6,197.80	\$12,294.13
72.	Dunwoody City	0.08236454000%	\$2,868.49	\$3,140.84	\$2,916.23	\$3,193.12	\$6,333.96
73.	Early County	0.04334676280%	\$1,509.63	\$1,652.96	\$1,534.75	\$1,680.47	\$3,333.43
74.	East Point City	0.23084339080%	\$8,039.52	\$8,802.85	\$8,173.34	\$8,949.37	\$17,752.22
75.	Echols County	0.02621873590%	\$913.11	\$999.81	\$928.31	\$1,016.45	\$2,016.26
76.	Effingham County	0.46457812070%	\$16,179.74	\$17,715.95	\$16,449.06	\$18,010.84	\$35,726.78

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
77.	Elbert County	0.26551172330%	\$9,246.91	\$10,124.87	\$9,400.82	\$10,293.40	\$20,418.27
78.	Emanuel County	0.22784975550%	\$7,935.26	\$8,688.69	\$8,067.35	\$8,833.31	\$17,522.00
79.	Evans County	0.11569597490%	\$4,029.31	\$4,411.88	\$4,096.38	\$4,485.32	\$8,897.20
80.	Fannin County	0.56518052800%	\$19,683.39	\$21,552.26	\$20,011.03	\$21,911.01	\$43,463.27
81.	Fayette County	0.65270124750%	\$22,731.45	\$24,889.72	\$23,109.83	\$25,304.02	\$50,193.75
82.	Fitzgerald City	0.05690938530%	\$1,981.97	\$2,170.15	\$2,014.96	\$2,206.27	\$4,376.42
83.	Floyd County	0.98873500920%	\$34,434.41	\$37,703.84	\$35,007.58	\$38,331.43	\$76,035.27
84.	Forsyth County	1.71106645700%	\$59,590.86	\$65,248.80	\$60,582.77	\$66,334.89	\$131,583.68
85.	Franklin County	0.55502966500%	\$19,329.87	\$21,165.17	\$19,651.62	\$21,517.47	\$42,682.65
86.	Fulton County	3.27923301200%	\$114,204.98	\$125,048.33	\$116,105.96	\$127,129.81	\$252,178.14
87.	Gainesville City	0.36404373880%	\$12,678.45	\$13,882.23	\$12,889.49	\$14,113.30	\$27,995.53
88.	Georgetown-Quitman County Unified Government	0.01765956510%	\$615.02	\$673.42	\$625.26	\$684.63	\$1,358.05
89.	Glascock County	0.02836626530%	\$987.90	\$1,081.70	\$1,004.35	\$1,099.71	\$2,181.41
90.	Glynn County	0.79688097060%	\$27,752.76	\$30,387.79	\$28,214.72	\$30,893.60	\$61,281.39
91.	Gordon County	0.41752795430%	\$14,541.14	\$15,921.76	\$14,783.18	\$16,186.79	\$32,108.55
92.	Grady County	0.17164979470%	\$5,978.00	\$6,545.59	\$6,077.51	\$6,654.55	\$13,200.14
93.	Greene County	0.17373858270%	\$6,050.75	\$6,625.24	\$6,151.46	\$6,735.52	\$13,360.77
94.	Griffin City	0.22874801230%	\$7,966.55	\$8,722.94	\$8,099.15	\$8,868.14	\$17,591.08
95.	Grovetown City	0.06326228540%	\$2,203.22	\$2,412.41	\$2,239.89	\$2,452.56	\$4,864.97
96.	Gwinnett County	4.89127327750%	\$170,347.07	\$186,520.92	\$173,182.56	\$189,625.63	\$376,146.55
97.	Habersham County	0.46351246520%	\$16,142.63	\$17,675.31	\$16,411.33	\$17,969.52	\$35,644.83
98.	Hall County	1.57729370950%	\$54,931.99	\$60,147.59	\$55,846.35	\$61,148.76	\$121,296.35
99.	Hancock County	0.05368009670%	\$1,869.50	\$2,047.01	\$1,900.62	\$2,081.08	\$4,128.08

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
100.	Haralson County	1.09349126670%	\$38,082.73	\$41,698.55	\$38,716.63	\$42,392.64	\$84,091.19
101.	Harris County	0.20375407820%	\$7,096.09	\$7,769.84	\$7,214.21	\$7,899.17	\$15,669.01
102.	Hart County	0.29353980990%	\$10,223.03	\$11,193.67	\$10,393.20	\$11,380.00	\$22,573.67
103.	Heard County	0.12320582320%	\$4,290.86	\$4,698.26	\$4,362.28	\$4,776.46	\$9,474.72
104.	Helen City	0.04785523917%	\$1,666.64	\$1,824.88	\$1,694.38	\$1,855.26	\$3,680.14
105.	Henry County	1.97152085830%	\$68,661.63	\$75,180.81	\$69,804.53	\$76,432.22	\$151,613.03
106.	Houston County	0.83780764370%	\$29,178.10	\$31,948.46	\$29,663.78	\$32,480.25	\$64,428.72
107.	Irwin County	0.06105538410%	\$2,126.36	\$2,328.25	\$2,161.75	\$2,367.00	\$4,695.25
108.	Jackson City	0.05681591484%	\$1,978.71	\$2,166.58	\$2,011.65	\$2,202.65	\$4,369.23
109.	Jackson County	0.92012203860%	\$32,044.85	\$35,087.39	\$32,578.24	\$35,671.43	\$70,758.82
110.	Jasper County	0.11522455340%	\$4,012.89	\$4,393.90	\$4,079.69	\$4,467.04	\$8,860.95
111.	Jeff Davis County	0.36597916860%	\$12,745.86	\$13,956.03	\$12,958.02	\$14,188.34	\$28,144.37
112.	Jefferson County	0.15175593490%	\$5,285.16	\$5,786.97	\$5,373.14	\$5,883.30	\$11,670.27
113.	Johns Creek City	0.18776970400%	\$6,539.41	\$7,160.30	\$6,648.26	\$7,279.48	\$14,439.78
114.	Johnson County	0.08765843230%	\$3,052.86	\$3,342.71	\$3,103.67	\$3,398.36	\$6,741.07
115.	Jones County	0.27735216170%	\$9,659.27	\$10,576.38	\$9,820.05	\$10,752.43	\$21,328.81
116.	Kingsland City	0.13131981990%	\$4,573.44	\$5,007.67	\$4,649.57	\$5,091.03	\$10,098.70
117.	Lakeland City	0.01552321090%	\$540.62	\$591.95	\$549.62	\$601.81	\$1,193.76
118.	Lanier County	0.05746132560%	\$2,001.19	\$2,191.20	\$2,034.50	\$2,227.67	\$4,418.87
119.	Laurens County	0.52498345210%	\$18,283.46	\$20,019.41	\$18,587.79	\$20,352.64	\$40,372.05
120.	Lee County	0.21628508660%	\$7,532.50	\$8,247.69	\$7,657.88	\$8,384.97	\$16,632.66
121.	Liberty County	0.29316420860%	\$10,209.95	\$11,179.35	\$10,379.90	\$11,365.43	\$22,544.79
122.	Lilburn City	0.05383557520%	\$1,874.92	\$2,052.93	\$1,906.13	\$2,087.11	\$4,140.04
123.	Lincoln County	0.10004874790%	\$3,484.37	\$3,815.20	\$3,542.37	\$3,878.71	\$7,693.90

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
124.	Long County	0.12167665480%	\$4,237.60	\$4,639.95	\$4,308.14	\$4,717.18	\$9,357.12
125.	Lowndes County	0.62538298660%	\$21,780.05	\$23,847.99	\$22,142.58	\$24,244.94	\$48,092.93
126.	Lumpkin County	0.31395558020%	\$10,934.05	\$11,972.20	\$11,116.05	\$12,171.48	\$24,143.67
127.	Macon County	0.11108577550%	\$3,868.75	\$4,236.08	\$3,933.15	\$4,306.59	\$8,542.67
128.	Macon-Bibb County Unified Government	2.02652146000%	\$70,577.12	\$77,278.17	\$71,751.91	\$78,564.49	\$155,842.66
129.	Madison County	0.51144340910%	\$17,811.90	\$19,503.08	\$18,108.39	\$19,827.72	\$39,330.80
130.	Marietta City	0.73540069960%	\$25,611.60	\$28,043.34	\$26,037.92	\$28,510.13	\$56,553.46
131.	McDonough City	0.08036440860%	\$2,798.83	\$3,064.57	\$2,845.42	\$3,115.58	\$6,180.15
132.	Meduffie County	0.22164098690%	\$7,719.03	\$8,451.93	\$7,847.52	\$8,592.61	\$17,044.54
133.	McIntosh County	0.16787590140%	\$5,846.57	\$6,401.68	\$5,943.89	\$6,508.24	\$12,909.92
134.	Meriwether County	0.20158345340%	\$7,020.49	\$7,687.06	\$7,137.35	\$7,815.02	\$15,502.08
135.	Milledgeville City	0.13438428870%	\$4,680.17	\$5,124.53	\$4,758.07	\$5,209.83	\$10,334.36
136.	Milton City	0.07656306440%	\$2,666.44	\$2,919.61	\$2,710.83	\$2,968.21	\$5,887.82
137.	Mitchell County	0.18428642320%	\$6,418.09	\$7,027.47	\$6,524.93	\$7,144.44	\$14,171.91
138.	Monroe City	0.16160586980%	\$5,628.20	\$6,162.58	\$5,721.89	\$6,265.16	\$12,427.74
139.	Monroe County	0.24638688900%	\$8,580.85	\$9,395.57	\$8,723.68	\$9,551.96	\$18,947.54
140.	Montgomery County	0.06854408550%	\$2,387.17	\$2,613.82	\$2,426.90	\$2,657.33	\$5,271.15
141.	Moultrie City	0.11502729680%	\$4,006.03	\$4,386.38	\$4,072.71	\$4,459.40	\$8,845.78
142.	Murray County	0.56368087364%	\$19,631.16	\$21,495.07	\$19,957.93	\$21,852.87	\$43,347.94
143.	Nashville City	0.02880427580%	\$1,003.16	\$1,098.41	\$1,019.86	\$1,116.69	\$2,215.09
144.	Newnan City	0.20379734620%	\$7,097.60	\$7,771.49	\$7,215.74	\$7,900.85	\$15,672.33
145.	Newton County	0.62066997540%	\$21,615.91	\$23,668.26	\$21,975.71	\$24,062.23	\$47,730.49
146.	Oconee County	0.27210004750%	\$9,476.36	\$10,376.10	\$9,634.09	\$10,548.82	\$20,924.92

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
147.	Oglethorpe County	0.14616587110%	\$5,090.48	\$5,573.80	\$5,175.21	\$5,666.58	\$11,240.38
148.	Paulding County	1.74952111880%	\$60,930.11	\$66,715.20	\$61,944.31	\$67,825.70	\$134,540.91
149.	Peach County	0.23196566730%	\$8,078.61	\$8,845.64	\$8,213.08	\$8,992.88	\$17,838.52
150.	Peachtree Corners City	0.20994009520%	\$7,311.53	\$8,005.73	\$7,433.23	\$8,138.99	\$16,144.72
151.	Perry City	0.09545809080%	\$3,324.49	\$3,640.14	\$3,379.83	\$3,700.73	\$7,340.88
152.	Pierce County	0.20120682050%	\$7,007.38	\$7,672.70	\$7,124.02	\$7,800.42	\$15,473.12
153.	Pike County	0.10722706530%	\$3,734.37	\$4,088.93	\$3,796.53	\$4,157.00	\$8,245.93
154.	Polk County	0.71309414290%	\$24,834.74	\$27,192.71	\$25,248.12	\$27,645.34	\$54,838.05
155.	Pooler City	0.05163033600%	\$1,798.12	\$1,968.84	\$1,828.05	\$2,001.61	\$3,970.45
156.	Powder Springs City	0.06334309060%	\$2,206.03	\$2,415.49	\$2,242.75	\$2,455.69	\$4,871.18
157.	Pulaski County	0.16715656250%	\$5,821.52	\$6,374.25	\$5,918.42	\$6,480.35	\$12,854.60
158.	Rabun County	0.31701300000%	\$11,040.53	\$12,088.79	\$11,224.30	\$12,290.01	\$24,378.79
159.	Randolph County	0.03822451000%	\$1,331.23	\$1,457.63	\$1,353.39	\$1,481.89	\$2,939.52
160.	Richmond Hill City	0.07163824020%	\$2,494.93	\$2,731.81	\$2,536.45	\$2,777.28	\$5,509.09
161.	Ringgold City	0.05857288534%	\$2,039.90	\$2,233.58	\$2,073.86	\$2,270.76	\$4,504.35
162.	Rockdale County	0.79476960300%	\$27,679.23	\$30,307.27	\$28,139.96	\$30,811.75	\$61,119.02
163.	Rome City	0.37193835780%	\$12,953.40	\$14,183.28	\$13,169.01	\$14,419.36	\$28,602.64
164.	Sandy Springs City	0.25901434800%	\$9,020.62	\$9,877.10	\$9,170.78	\$10,041.51	\$19,918.61
165.	Savannah City	1.12466852430%	\$39,168.53	\$42,887.44	\$39,820.51	\$43,601.32	\$86,488.77
166.	Schley County	0.02383566780%	\$830.12	\$908.94	\$843.94	\$924.06	\$1,833.00
167.	Screven County	0.11320539550%	\$3,942.57	\$4,316.91	\$4,008.20	\$4,388.76	\$8,705.67
168.	Seminole County	0.08048177690%	\$2,802.92	\$3,069.04	\$2,849.57	\$3,120.13	\$6,189.17
169.	Snellville City	0.07586888400%	\$2,642.27	\$2,893.14	\$2,686.25	\$2,941.30	\$5,834.44
170.	Spalding County	0.59006460140%	\$20,550.02	\$22,501.17	\$20,892.09	\$22,875.71	\$45,376.89

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
171.	Springfield City	0.01248023290%	\$434.65	\$475.91	\$441.88	\$483.84	\$959.75
172.	Statesboro City	0.18446906600%	\$6,424.46	\$7,034.43	\$6,531.39	\$7,151.52	\$14,185.96
173.	Stephens County	0.7520552840%	\$26,191.64	\$28,678.44	\$26,627.61	\$29,155.80	\$57,834.24
174.	Stewart County	0.04197427640%	\$1,461.83	\$1,600.62	\$1,486.16	\$1,627.27	\$3,227.89
175.	Sumter County	0.13144263250%	\$4,577.72	\$5,012.36	\$4,653.92	\$5,095.79	\$10,108.14
176.	Taliaferro County	0.00686374990%	\$239.04	\$261.74	\$243.02	\$266.09	\$527.83
177.	Tattnall County	0.29307681280%	\$10,206.91	\$11,176.02	\$10,376.81	\$11,362.05	\$22,538.06
178.	Telfair County	0.18553787350%	\$6,461.68	\$7,075.19	\$6,569.24	\$7,192.96	\$14,268.15
179.	Terrell County	0.03347109620%	\$1,165.69	\$1,276.37	\$1,185.09	\$1,297.61	\$2,573.98
180.	Thomas County	0.20779119040%	\$7,236.69	\$7,923.79	\$7,357.15	\$8,055.68	\$15,979.47
181.	Thomasville City	0.12819735470%	\$4,464.70	\$4,888.60	\$4,539.01	\$4,969.97	\$9,858.58
182.	Tift County	0.20882882200%	\$7,272.83	\$7,963.35	\$7,393.88	\$8,095.91	\$16,059.26
183.	Tifton City	0.14165023110%	\$4,933.21	\$5,401.61	\$5,015.33	\$5,491.52	\$10,893.12
184.	Toombs County	0.24231040560%	\$8,438.88	\$9,240.12	\$8,579.35	\$9,393.93	\$18,634.05
185.	Towns County	0.24544083680%	\$8,547.90	\$9,359.50	\$8,690.19	\$9,515.29	\$18,874.78
186.	Troup County	0.43340957390%	\$15,094.24	\$16,527.38	\$15,345.49	\$16,802.49	\$33,329.87
187.	Twiggs County	0.06404162650%	\$2,230.36	\$2,442.13	\$2,267.49	\$2,482.78	\$4,924.90
188.	Union City	0.15315380900%	\$5,333.85	\$5,840.28	\$5,422.63	\$5,937.49	\$11,777.77
189.	Union County	0.29497590890%	\$10,273.05	\$11,248.44	\$10,444.05	\$11,435.67	\$22,684.11
190.	Valdosta City	0.25982469320%	\$9,048.85	\$9,908.00	\$9,199.47	\$10,072.92	\$19,980.92
191.	Vidalia City	0.12525300500%	\$4,362.15	\$4,776.32	\$4,434.76	\$4,855.83	\$9,632.15
192.	Villa Rica City	0.13971136280%	\$4,865.69	\$5,327.67	\$4,946.68	\$5,416.35	\$10,744.02
193.	Walker County	0.84536053090%	\$29,441.15	\$32,236.48	\$29,931.20	\$32,773.07	\$65,009.54
194.	Walton County	0.81943819560%	\$28,538.36	\$31,247.97	\$29,013.39	\$31,768.11	\$63,016.08

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
195.	Ware County	0.51700785590%	\$18,005.70	\$19,715.27	\$18,305.41	\$20,043.44	\$39,758.71
196.	Warren County	0.04478280450%	\$1,559.64	\$1,707.72	\$1,585.60	\$1,736.15	\$3,443.87
197.	Warwick City	0.01032983810%	\$359.75	\$393.91	\$365.74	\$400.47	\$794.38
198.	Washington County	0.19599889130%	\$6,826.00	\$7,474.11	\$6,939.62	\$7,598.51	\$15,072.62
199.	Wayne County	0.66093479020%	\$23,018.20	\$25,203.70	\$23,401.35	\$25,623.22	\$50,826.92
200.	Webster County Unified Government	0.01436563230%	\$500.31	\$547.81	\$508.64	\$556.93	\$1,104.74
201.	White County	0.38733869882%	\$13,489.74	\$14,770.54	\$13,714.28	\$15,016.41	\$29,786.95
202.	Whitfield County	0.7642888060%	\$26,622.56	\$29,150.28	\$27,065.70	\$29,635.50	\$58,785.77
203.	Wilcox County	0.08286965900%	\$2,886.08	\$3,160.10	\$2,934.12	\$3,212.70	\$6,372.81
204.	Wilkes County	0.09763060680%	\$3,400.16	\$3,722.99	\$3,456.75	\$3,784.96	\$7,507.95
205.	Wilkinson County	0.08472972790%	\$2,950.86	\$3,231.03	\$2,999.98	\$3,284.82	\$6,515.85
206.	Winder City	0.20077207660%	\$6,992.24	\$7,656.12	\$7,108.62	\$7,783.56	\$15,439.69
207.	Woodbury City	0.00852363940%	\$296.85	\$325.04	\$301.79	\$330.45	\$655.48
208.	Woodstock City	0.19429567630%	\$6,766.68	\$7,409.16	\$6,879.32	\$7,532.48	\$14,941.64
209.	Worth County	0.14918323210%	\$5,195.56	\$5,688.87	\$5,282.05	\$5,783.56	\$11,472.42
210.	SUBTOTALS	91.3286680612%	\$3,180,679.26	\$3,482,673.43	\$3,233,622.79	\$3,540,643.76	\$7,023,317.19
B. Non-Participating Subdivisions³							
1.	Acworth City	0.10100660570%	\$3,517.73	\$0.00	\$3,576.28	\$0.00	\$0.00
2.	Alpharetta City	0.21103778630%	\$7,349.76	\$0.00	\$7,472.10	\$0.00	\$0.00
3.	Bleckley County	0.14305618580%	\$4,982.18	\$0.00	\$5,065.11	\$0.00	\$0.00

³ Pursuant to Section IV.C and Section VII.E of the Distributor Settlement Agreement, the Non-Participating Subdivisions identified in this section are ineligible to receive their allocated shares for the current Payment Years. The Directing Administrator has adjusted the Total Payment amounts to account for redistributing the funds among the Participating Subdivisions. Non-Participating Subdivisions may be eligible for future payments beginning in the Payment Year after becoming a Participating Subdivision subject to the applicable reductions outlined in Section VII.E of the Distributor Settlement Agreement.

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
4.	Braselton Town	0.03714676240%	\$1,293.70	\$0.00	\$1,315.23	\$0.00	\$0.00
5.	Brookhaven City	0.09134504450%	\$3,181.25	\$0.00	\$3,234.20	\$0.00	\$0.00
6.	Bryan County	0.22898836500%	\$7,974.92	\$0.00	\$8,107.66	\$0.00	\$0.00
7.	Buford City	0.00235865470%	\$82.14	\$0.00	\$83.51	\$0.00	\$0.00
8.	Calhoun County	0.03607835610%	\$1,256.49	\$0.00	\$1,277.41	\$0.00	\$0.00
9.	Canton City	0.13782745350%	\$4,800.08	\$0.00	\$4,879.98	\$0.00	\$0.00
10.	Chamblee City	0.05370519790%	\$1,870.38	\$0.00	\$1,901.51	\$0.00	\$0.00
11.	College Park City	0.18059963900%	\$6,289.70	\$0.00	\$6,394.39	\$0.00	\$0.00
12.	Cordele City	0.05839895340%	\$2,033.84	\$0.00	\$2,067.70	\$0.00	\$0.00
13.	Coweta County	0.97672763050%	\$34,016.23	\$0.00	\$34,582.45	\$0.00	\$0.00
14.	Dallas City	0.09167766430%	\$3,192.83	\$0.00	\$3,245.98	\$0.00	\$0.00
15.	Dodge County	0.32283986340%	\$11,243.46	\$0.00	\$11,430.61	\$0.00	\$0.00
16.	Douglasville City	0.23132891020%	\$8,056.43	\$0.00	\$8,190.53	\$0.00	\$0.00
17.	Duluth City	0.11744005090%	\$4,090.05	\$0.00	\$4,158.13	\$0.00	\$0.00
18.	Fairburn City	0.05425524690%	\$1,889.53	\$0.00	\$1,920.99	\$0.00	\$0.00
19.	Fayetteville City	0.12012037940%	\$4,183.40	\$0.00	\$4,253.03	\$0.00	\$0.00
20.	Forest Park City	0.14552005920%	\$5,067.99	\$0.00	\$5,152.35	\$0.00	\$0.00
21.	Gilmer County	0.42390211580%	\$14,763.13	\$0.00	\$15,008.86	\$0.00	\$0.00
22.	Hinesville City	0.25723640250%	\$8,958.70	\$0.00	\$9,107.82	\$0.00	\$0.00
23.	Holly Springs City	0.08231084170%	\$2,866.62	\$0.00	\$2,914.33	\$0.00	\$0.00
24.	Jefferson City	0.08817839430%	\$3,070.97	\$0.00	\$3,122.08	\$0.00	\$0.00
25.	Jenkins County	0.08087405500%	\$2,816.58	\$0.00	\$2,863.46	\$0.00	\$0.00
26.	Kennesaw City	0.14461916630%	\$5,036.61	\$0.00	\$5,120.45	\$0.00	\$0.00
27.	Lagrange City	0.20696227720%	\$7,207.82	\$0.00	\$7,327.80	\$0.00	\$0.00

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
28.	Lamar County	0.20830152450%	\$7,254.46	\$0.00	\$7,375.21	\$0.00	\$0.00
29.	Lawrenceville City	0.16471733170%	\$5,736.57	\$0.00	\$5,832.05	\$0.00	\$0.00
30.	Loganville City	0.14686813210%	\$5,114.94	\$0.00	\$5,200.08	\$0.00	\$0.00
31.	Marion County	0.06152187710%	\$2,142.61	\$0.00	\$2,178.27	\$0.00	\$0.00
32.	Miller County	0.05623893070%	\$1,958.62	\$0.00	\$1,991.22	\$0.00	\$0.00
33.	Morgan County	0.18079328520%	\$6,296.44	\$0.00	\$6,401.25	\$0.00	\$0.00
34.	Norcross City	0.07620362420%	\$2,653.92	\$0.00	\$2,698.10	\$0.00	\$0.00
35.	Peachtree City City	0.22198334920%	\$7,730.96	\$0.00	\$7,859.64	\$0.00	\$0.00
36.	Pickens County	0.39053623840%	\$13,601.10	\$0.00	\$13,827.50	\$0.00	\$0.00
37.	Putnam County	0.20612087070%	\$7,178.52	\$0.00	\$7,298.01	\$0.00	\$0.00
38.	Rincon Town	0.00000000000%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39.	Riverdale City	0.06844608760%	\$2,383.75	\$0.00	\$2,423.43	\$0.00	\$0.00
40.	Roswell City	0.21746421340%	\$7,573.57	\$0.00	\$7,699.63	\$0.00	\$0.00
41.	Smyrna City	0.26619088880%	\$9,270.56	\$0.00	\$9,424.87	\$0.00	\$0.00
42.	South Fulton City	0.25614123000%	\$8,920.56	\$0.00	\$9,069.05	\$0.00	\$0.00
43.	St. Marys City	0.09628035620%	\$3,353.13	\$0.00	\$3,408.94	\$0.00	\$0.00
44.	Stockbridge City	0.03026988880%	\$1,054.20	\$0.00	\$1,071.75	\$0.00	\$0.00
45.	Stonecrest City	0.09043888000%	\$3,149.69	\$0.00	\$3,202.12	\$0.00	\$0.00
46.	Sugar Hill City	0.01060583690%	\$369.37	\$0.00	\$375.51	\$0.00	\$0.00
47.	Suwanee City	0.07005623320%	\$2,439.83	\$0.00	\$2,480.44	\$0.00	\$0.00
48.	Talbot County	0.04103573160%	\$1,429.14	\$0.00	\$1,452.93	\$0.00	\$0.00
49.	Taylor County	0.08194355020%	\$2,853.83	\$0.00	\$2,901.33	\$0.00	\$0.00
50.	Treutlen County	0.05714475220%	\$1,990.17	\$0.00	\$2,023.29	\$0.00	\$0.00
51.	Tucker City	0.06152256480%	\$2,142.63	\$0.00	\$2,178.29	\$0.00	\$0.00

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Initial Abatement Allocation Payment Year 1	Total Abatement Payment Year 1	Initial Abatement Allocation Payment Year 2	Total Abatement Payment Year 2	Total Combined Abatement Payment
52.	Turner County	0.04906577111%	\$1,708.80	\$0.00	\$1,737.24	\$0.00	\$0.00
53.	Upson County	0.33555666670%	\$11,686.34	\$0.00	\$11,880.87	\$0.00	\$0.00
54.	Warner Robins City	0.39698455740%	\$13,825.68	\$0.00	\$14,055.81	\$0.00	\$0.00
55.	Waycross City	0.13582743670%	\$4,730.43	\$0.00	\$4,809.17	\$0.00	\$0.00
56.	Wheeler County	0.06753006520%	\$2,351.85	\$0.00	\$2,391.00	\$0.00	\$0.00
57.	SUBTOTALS	8.6713319365%	\$301,994.17	\$0.00	\$307,020.97	\$0.00	\$0.00
C. All Subdivisions							
1.	TOTALS	99.999999998%	\$3,482,673.43	\$3,482,673.43	\$3,540,643.76	\$3,540,643.76	\$7,023,317.19

National Opioid Settlements



JANSSEN SETTLEMENT AGREEMENT - ALLOCATION NOTICE

Payment Year: 1

Date of Notice: 11/18/2022

Deadline to Dispute Allocation: 12/9/2022

Expiration of 50 Days: 1/7/2023

Settling State

Georgia

I. PAYMENT ALLOCATION DETERMINATION

This Notice is an official communication from the Directing Administrator of the National Opioid Settlements. A copy of this Notice has been sent to the Enforcement Committee and Janssen pursuant to Section V.B of the Janssen Settlement Agreement, dated as of July 21, 2021, as amended, between and among the Settling States, Janssen, and Participating Subdivisions (the "Janssen Settlement Agreement"). All capitalized terms used in this letter have the meanings ascribed to them in the Janssen Settlement Agreement.

Pursuant to Section V.B and Exhibit M of the Janssen Settlement Agreement, Georgia's Total 2022 Janssen Payment amount is **\$89,044,748.42**, which is broken down in Table 1 in Attachment 1 to this Allocation Notice.

As provided under VI.C of the Janssen Settlement Agreement, Georgia has instructed the Directing Administrator to calculate the intrastate allocations pursuant to its State-Subdivision Agreement, the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements. Under Section III of this State-Subdivision Agreement, the Directing Administrator will allocate the Annual Payment as follows: (i) 75% to the State and (ii) the remaining 25% to Georgia's Participating Subdivisions subject to a holdback for the Local Government Cost and Fee Fund as outlined in Section VII of the State-Subdivision Agreement. The intrastate allocations are included as Attachment 1 to this Allocation Notice.

Undisputed amounts allocated to the State Abatement Fund and the Local Abatement Funds for the listed Participating Subdivisions will be paid no later than the date that is 50 days after the date of this Allocation Notice. For purposes of Total Payment Amounts, allocated amounts that would be attributed to Non-Participating Subdivisions have been reallocated amongst the Participating Subdivisions based upon their proportionate share of the percentage initially allocated to the Participating Subdivisions under Exhibit G of the Janssen Settlement Agreement.

II. YOUR RIGHT TO DISPUTE

National Opioid Settlements



Section V.B.5 of the Janssen Settlement Agreement provides that within twenty-one (21) calendar days of receiving notice any party may dispute the calculation of the amount to be received by a Settling State or its Participating Subdivisions listed on Exhibit G as inconsistent with the terms of the Agreement. Written notice must be provided to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

A party has until the Deadline to Dispute Allocation listed at the top of this Allocation Notice to deliver a written notification of dispute. The amounts listed in this Allocation Notice will be deemed accepted if the Directing Administrator has not received a party's dispute before midnight Eastern Time on the deadline date. Submit your written request by email to DirectingAdministrator@NationalOpioidOfficialSettlement.com.

Any party affected by the dispute may object to the notification of dispute. Depending on the nature of the dispute, contested disputes must be resolved in either the court that entered a state's Consent Judgment or the National Arbitration Panel. The Directing Administrator will not disburse any funds potentially affected by a contested dispute until the dispute is resolved by the court or the National Arbitration Panel.

III. TO ACCEPT PAYMENT

If you do not dispute the payment and you have previously created a Portal Account and completed your Payment Election Forms and W-9 Forms for purposes of the Distributor Settlement Agreement, no further action is needed. The Directing Administrator will begin issuing payments after the applicable deadlines have passed using the existing payment instructions. If you have not previously created a Portal Account, please do so and complete the Payment Election Forms and W-9 Forms to create payment instructions for any Settlement Payments. If you wish to use different Payment Election Form or W-9 Form data for the Janssen Settlement Agreement, you may log in to the Portal and complete new forms. **Keep your payment instructions current in the Portal as the Directing Administrator will use these forms to issue settlement payments.**

IV. TO REALLOCATE PAYMENT

If you wish to reallocate your portion of the allocation to another Participating Subdivision or the State Fund, you may notify the Directing Administrator of your intent to do so using the Direct Payment and Allocation Election screen on the Portal before the Deadline to Dispute Allocation included on the Allocation Notice. The Directing Administrator will not treat a reallocation request as a dispute.

Sincerely,

BrownGreer PLC
Directing Administrator
250 Rocketts Way
Richmond, VA 23231

National Opioid Settlements



ATTACHMENT 1 - JANSSEN 2022 PAYMENT ALLOCATIONS TO GEORGIA (As of 11/18/2022)

TABLE 1: PAYMENT YEAR SUMMARY¹

	Payment 1 Base Amount	Payment 1 Additional Restitution	Payment 2 Base Amount	Accelerated Payment 3 Incentive Amount	Accelerated Payment 4 Base Amount	Accelerated Payment 4 Incentive Amount	Accelerated Payment 5 Base Amount	Accelerated Payment 5 Incentive Amount	TOTAL 2022 JANSSEN PAYMENT
1. Total Allocation	\$7,867,633.51	\$569,855.48	\$18,355,348.13	\$14,691,211.91	\$7,229,097.63	\$15,328,692.07	\$7,318,020.50	\$17,684,889.19	\$89,044,748.42
2. Allocation Method	Georgia Memorandum of Understanding								
3. 75% to State Fund	\$5,900,725.13	\$427,391.61	\$13,766,511.10	\$11,018,408.93	\$5,421,823.22	\$11,496,519.05	\$5,488,515.37	\$13,263,666.89	\$66,783,561.32
25% to Participating Local Governments (Less Row 5)	\$1,497,499.85	\$142,463.87	\$4,068,050.10	\$2,738,344.86	\$1,173,690.79	\$3,832,173.02	\$1,195,921.51	\$4,421,222.30	\$19,069,366.29
5. Backstop	\$469,408.53	\$0.00	\$520,786.94	\$934,458.12	\$633,583.61	\$0.00	\$633,583.61	\$0.00	\$3,191,820.82

TABLE 2: ALLOCATION TO SUBDIVISIONS

	Subdivision	Exhibit G State Allocation Percentage	Pro Rata Adjusted Percentage ²	Total Payment 1	Total Payment 2	Total Payment 3	Total Payment 4	Total Payment 5	TOTAL 2022 JANSSEN PAYMENT
A. Participating Subdivisions									
1.	Adel City	0.0545649432%	0.0597456903%	\$979.81	\$2,430.48	\$1,636.04	\$2,990.79	\$3,356.00	\$11,393.12
2.	Albany City	0.3157843012%	0.3457668965%	\$5,670.45	\$14,065.97	\$9,468.29	\$17,308.62	\$19,422.22	\$65,935.55
3.	Alma City	0.0720108615%	0.0788480365%	\$1,293.08	\$3,207.58	\$2,159.13	\$3,947.03	\$4,429.01	\$15,035.83
4.	Americus City	0.0651732444%	0.0713612120%	\$1,170.30	\$2,903.01	\$1,954.12	\$3,572.25	\$4,008.46	\$13,608.14
5.	Appling County	0.1891925647%	0.2071557253%	\$3,397.28	\$8,427.20	\$5,672.64	\$10,369.93	\$11,636.23	\$39,503.28

¹ Final payments to the State Fund and Participating Local Governments Fund may vary by +/- \$0.01-\$0.05 for each Payment Year to account for rounding to the nearest cent during Subdivision calculations.

² Pursuant to Section III.a of the Georgia State-Subdivision Agreement, the Participating Local Governments shall collectively receive the full 25% requiring reallocation of any shares from Non-Participating Subdivisions. The Directing Administrator has calculated the effective Allocation Percentage used to determine the Payment Amounts listed herein by allocating the 8.6713319365% from Exhibit G associated with the Non-Participating Subdivisions to the Subdivisions listed here using the proportionate interest in the Exhibit G percentages for the Participating Subdivisions.

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Pro Rata Adjusted Percentage	Total Payment 1	Total Payment 2	Total Payment 3	Total Payment 4	Total Payment 5	TOTAL 2022 JANSSEN PAYMENT
6.	Arlington City	0.0057755147%	0.0063238793%	\$103.71	\$257.26	\$173.17	\$316.56	\$355.22	\$1,205.92
7.	Ashburn City	0.0207294209%	0.0226976057%	\$372.23	\$923.35	\$621.54	\$1,136.21	\$1,274.96	\$4,328.29
8.	Athens-Clarke County Unified Government	1.3856330305%	1.5171939544%	\$24,881.43	\$61,720.21	\$41,546.00	\$75,948.66	\$85,222.97	\$289,319.27
9.	Atkinson County	0.0986720780%	0.1080406406%	\$1,771.83	\$4,395.15	\$2,958.53	\$5,408.37	\$6,068.80	\$20,602.68
10.	Atlanta City	2.9922320660%	3.2763338494%	\$53,730.69	\$133,282.90	\$89,717.32	\$164,008.81	\$184,036.38	\$624,776.10
11.	Augusta-Richmond County Consolidated Government	2.7761021713%	3.0396831906%	\$49,849.70	\$123,655.83	\$83,237.01	\$152,162.40	\$170,743.38	\$579,648.32
12.	Bacon County	0.1326313298%	0.1452242024%	\$2,381.62	\$5,907.79	\$3,976.74	\$7,269.73	\$8,157.45	\$27,693.33
13.	Bainbridge City	0.0569861790%	0.0623968138%	\$1,023.29	\$2,538.33	\$1,708.64	\$3,123.50	\$3,504.92	\$11,898.68
14.	Baker County	0.0138992540%	0.0152189387%	\$249.59	\$619.11	\$416.75	\$761.84	\$854.87	\$2,902.16
15.	Baldwin County	0.2940093402%	0.3219244805%	\$5,279.44	\$13,096.05	\$8,815.40	\$16,115.10	\$18,082.96	\$61,388.95
16.	Banks County	0.2108287241%	0.2308461610%	\$3,785.79	\$9,390.94	\$6,321.36	\$11,555.84	\$12,966.96	\$44,020.89
17.	Barrow County	0.7562315570%	0.8280330514%	\$13,579.44	\$33,684.80	\$22,674.40	\$41,450.21	\$46,511.81	\$157,900.66
18.	Bartow County	1.0945235112%	1.1984446225%	\$19,654.06	\$48,753.33	\$32,817.55	\$59,992.51	\$67,318.36	\$228,535.81
19.	Ben Hill County	0.0834031458%	0.0913219776%	\$1,497.65	\$3,715.02	\$2,500.71	\$4,571.45	\$5,129.69	\$17,414.52
20.	Berrien County	0.1225733642%	0.1342112688%	\$2,201.02	\$5,459.78	\$3,675.17	\$6,718.43	\$7,538.84	\$25,593.24
21.	Blackshear City	0.0349161927%	0.0382313609%	\$626.98	\$1,555.27	\$1,046.91	\$1,913.81	\$2,147.51	\$7,290.48
22.	Blakely City	0.0158441397%	0.0173484844%	\$284.51	\$705.75	\$475.06	\$868.44	\$974.49	\$3,308.25
23.	Brantley County	0.2875410777%	0.3148420795%	\$5,163.30	\$12,807.93	\$8,621.46	\$15,760.57	\$17,685.13	\$60,038.39
24.	Brooks County	0.1455943886%	0.1594180575%	\$2,614.40	\$6,485.21	\$4,365.42	\$7,980.25	\$8,954.74	\$30,400.02
25.	Brunswick City	0.1020085339%	0.1116938811%	\$1,831.74	\$4,543.76	\$3,058.56	\$5,591.24	\$6,274.01	\$21,299.31
26.	Bulloch County	0.4088475182%	0.4476661347%	\$7,341.56	\$18,211.28	\$12,258.64	\$22,409.56	\$25,146.05	\$85,367.09
27.	Burke County	0.1875413288%	0.2053477104%	\$3,367.63	\$8,353.65	\$5,623.13	\$10,279.43	\$11,534.68	\$39,158.52
28.	Butts County	0.3178860983%	0.3480682517%	\$5,708.19	\$14,159.59	\$9,531.31	\$17,423.82	\$19,551.49	\$66,374.40
29.	Calhoun City	0.1780085402%	0.1949098174%	\$3,196.45	\$7,929.03	\$5,337.30	\$9,756.92	\$10,948.36	\$37,168.06
30.	Camden County	0.3387009665%	0.3708594176%	\$6,081.96	\$15,086.75	\$10,155.41	\$18,564.72	\$20,831.71	\$70,720.55
31.	Candler County	0.0990882539%	0.1084963309%	\$1,779.30	\$4,413.69	\$2,971.00	\$5,431.18	\$6,094.39	\$20,689.56
32.	Carroll County	1.4108548814%	1.5448105303%	\$25,334.33	\$62,843.67	\$42,302.24	\$77,331.11	\$86,774.23	\$294,585.58
33.	Carrollton City	0.4395018339%	0.481230986%	\$7,892.01	\$19,576.72	\$13,177.76	\$24,089.77	\$27,031.44	\$91,767.70
34.	Cartersville City	0.2991406477%	0.3275429874%	\$5,371.59	\$13,324.61	\$8,969.26	\$16,396.36	\$18,398.56	\$62,460.38

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Pro Rata Adjusted Percentage	Total Payment 1	Total Payment 2	Total Payment 3	Total Payment 4	Total Payment 5	TOTAL 2022 JANSSEN PAYMENT
35.	Catoosa County	1.0548339612%	1.1549866910%	\$18,941.36	\$46,985.44	\$31,627.52	\$57,817.06	\$64,877.26	\$220,248.64
36.	Charlton County	0.1046313818%	0.1145657591%	\$1,878.84	\$4,660.59	\$3,137.21	\$5,735.01	\$6,435.32	\$21,846.97
37.	Chatham County	1.4544033708%	1.5924937937%	\$26,116.32	\$64,783.45	\$43,607.97	\$79,718.07	\$89,452.67	\$303,678.48
38.	Chatsworth City	0.122605863%	0.1342466598%	\$2,201.60	\$5,461.22	\$3,676.14	\$6,720.20	\$7,540.83	\$25,599.99
39.	Chattooga County	0.3317513109%	0.3632499170%	\$5,957.17	\$14,777.19	\$9,947.04	\$18,183.80	\$20,404.27	\$69,269.47
40.	Cherokee County	2.1190683851%	2.3202663852%	\$38,051.53	\$94,389.60	\$63,536.90	\$116,149.38	\$130,332.70	\$442,460.11
41.	Clarkston City	0.0175253481%	0.0191893175%	\$314.70	\$780.63	\$525.47	\$960.59	\$1,077.89	\$3,659.28
42.	Clay County	0.0274637104%	0.0300712919%	\$493.16	\$1,223.32	\$823.46	\$1,505.33	\$1,689.15	\$5,734.42
43.	Clayton County	1.6728881377%	1.8317229115%	\$30,039.59	\$74,515.41	\$50,158.89	\$91,693.55	\$102,890.51	\$349,297.95
44.	Clinch County	0.0617206810%	0.0675808400%	\$1,108.30	\$2,749.22	\$1,850.60	\$3,383.00	\$3,796.11	\$12,887.23
45.	Cobb County	5.8580801967%	6.4142840588%	\$105,191.93	\$260,936.29	\$175,645.22	\$321,090.32	\$360,299.56	\$1,223,163.32
46.	Coffee County	0.4164755944%	0.4560184696%	\$7,478.54	\$18,551.06	\$12,487.36	\$22,827.66	\$25,615.21	\$86,959.83
47.	Colquitt County	0.2578612394%	0.2823442462%	\$4,630.34	\$11,485.91	\$7,731.56	\$14,133.77	\$15,859.68	\$53,841.26
48.	Columbia County	1.2905730633%	1.4131083817%	\$23,174.46	\$57,485.96	\$38,695.78	\$70,738.28	\$79,376.33	\$269,470.81
49.	Columbus City	1.8227140298%	1.9957742387%	\$32,729.97	\$81,189.10	\$54,651.18	\$99,905.74	\$112,105.51	\$380,581.50
50.	Conyers City	0.1202231912%	0.1316379553%	\$2,158.81	\$5,355.10	\$3,604.70	\$6,589.62	\$7,394.29	\$25,102.52
51.	Cook County	0.0973405674%	0.1065827078%	\$1,747.92	\$4,335.84	\$2,918.60	\$5,335.39	\$5,986.90	\$20,324.65
52.	Covington City	0.1969084378%	0.2156041930%	\$3,535.83	\$8,770.89	\$5,903.99	\$10,792.85	\$12,110.80	\$41,114.36
53.	Crawford County	0.1282569558%	0.1404344972%	\$2,303.07	\$5,712.95	\$3,845.58	\$7,029.96	\$7,888.41	\$26,779.97
54.	Crisp County	0.1296658905%	0.1419772052%	\$2,328.37	\$5,775.70	\$3,887.83	\$7,107.19	\$7,975.06	\$27,074.15
55.	Cusseta-Chattahoochee County Unified Government	0.0695538650%	0.0761577569%	\$1,248.96	\$3,098.14	\$2,085.46	\$3,812.35	\$4,277.89	\$14,522.80
56.	Dade County	0.1799465490%	0.1970318333%	\$3,231.25	\$8,015.35	\$5,395.41	\$9,863.15	\$11,067.56	\$37,572.72
57.	Dalton City	0.3628092518%	0.3972566988%	\$6,514.87	\$16,160.60	\$10,878.26	\$19,886.13	\$22,314.48	\$75,754.34
58.	Damascus City	0.0005040301%	0.0005518860%	\$9.05	\$22.45	\$15.11	\$27.63	\$31.00	\$105.24
59.	Dawson City	0.0138696254%	0.0151864970%	\$249.05	\$617.79	\$415.86	\$760.22	\$853.05	\$2,895.97
60.	Dawson County	0.3192782415%	0.3495925740%	\$5,733.19	\$14,221.60	\$9,573.05	\$17,500.13	\$19,637.12	\$66,665.09
61.	Dawsonville City	0.0022440946%	0.0024571634%	\$40.30	\$99.96	\$67.29	\$123.00	\$138.02	\$468.57
62.	Decatur City	0.1040340531%	0.1139117161%	\$1,868.11	\$4,633.99	\$3,119.30	\$5,702.27	\$6,398.58	\$21,722.25
63.	Decatur County	0.1633371087%	0.1788453858%	\$2,933.00	\$7,275.52	\$4,897.40	\$8,952.76	\$10,046.00	\$34,104.68

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	Subdivision	Exhibit G State Allocation Percentage	Pro Rata Adjusted Percentage	Total Payment 1	Total Payment 2	Total Payment 3	Total Payment 4	Total Payment 5	TOTAL 2022 JANSSEN PAYMENT
64.	Dekalb County	4.0579602979%	4.44322491834%	\$72,867.67	\$180,753.60	\$121,671.49	\$222,423.00	\$249,583.70	\$847,299.46
65.	Demorest City	0.0233539880%	0.0255713660%	\$419.36	\$1,040.26	\$700.23	\$1,280.07	\$1,436.38	\$4,876.30
66.	Dooly County	0.0758970226%	0.0831031747%	\$1,362.86	\$3,380.68	\$2,275.65	\$4,160.03	\$4,668.02	\$15,847.24
67.	Doraville City	0.0619484258%	0.0678302083%	\$1,112.39	\$2,759.37	\$1,857.43	\$3,395.49	\$3,810.12	\$12,934.80
68.	Dougherty County	0.4519146718%	0.4948223612%	\$8,114.91	\$20,129.62	\$13,549.94	\$24,770.13	\$27,794.88	\$94,359.48
69.	Douglas City	0.2364366638%	0.2588854834%	\$4,245.63	\$10,531.59	\$7,089.18	\$12,959.45	\$14,541.97	\$49,367.82
70.	Douglas County	1.2411219485%	1.3589620596%	\$22,286.48	\$55,283.26	\$37,213.07	\$68,027.79	\$76,334.85	\$259,145.45
71.	Dublin City	0.1598683843%	0.1750473183%	\$2,870.71	\$7,121.01	\$4,793.40	\$8,762.63	\$9,832.66	\$33,380.41
72.	Dunwoody City	0.0823645400%	0.0901847599%	\$1,479.00	\$3,668.76	\$2,469.57	\$4,514.53	\$5,065.81	\$17,197.67
73.	Early County	0.0433467628%	0.0474623836%	\$778.37	\$1,930.79	\$1,299.68	\$2,375.90	\$2,666.03	\$9,050.77
74.	East Point City	0.2308433908%	0.2527611490%	\$4,145.19	\$10,282.45	\$6,921.47	\$12,652.88	\$14,197.96	\$48,199.95
75.	Echols County	0.0262187359%	0.0287081115%	\$470.80	\$1,167.86	\$786.13	\$1,437.09	\$1,612.58	\$5,474.46
76.	Effingham County	0.4645781207%	0.5086881595%	\$8,342.30	\$20,693.69	\$13,929.64	\$25,464.24	\$28,573.75	\$97,003.62
77.	Elbert County	0.2655117233%	0.2907211163%	\$4,767.72	\$11,826.68	\$7,960.95	\$14,553.10	\$16,330.22	\$55,438.67
78.	Emanuel County	0.2278497555%	0.2494832787%	\$4,091.44	\$10,149.10	\$6,831.71	\$12,488.79	\$14,013.83	\$47,574.87
79.	Evans County	0.1156959749%	0.1266808959%	\$2,077.52	\$5,153.44	\$3,468.96	\$6,341.47	\$7,115.85	\$24,157.24
80.	Fannin County	0.5651805280%	0.6188424073%	\$10,148.79	\$25,174.82	\$16,946.04	\$30,978.41	\$34,761.27	\$118,009.33
81.	Fayette County	0.6527012475%	0.7146729076%	\$11,720.38	\$29,073.25	\$19,570.21	\$35,775.55	\$40,144.20	\$136,283.59
82.	Fitzgerald City	0.0569093853%	0.0623127289%	\$1,021.91	\$2,534.91	\$1,706.34	\$3,119.29	\$3,500.20	\$11,882.65
83.	Floyd County	0.9887350092%	1.0826118788%	\$17,754.44	\$44,041.19	\$29,645.65	\$54,194.08	\$60,811.87	\$206,447.23
84.	Forsyth County	1.7110664570%	1.8735261263%	\$30,725.15	\$76,215.98	\$51,303.61	\$93,786.17	\$105,238.66	\$357,269.57
85.	Franklin County	0.5550296650%	0.6077277560%	\$9,966.51	\$24,722.67	\$16,641.68	\$30,422.02	\$34,136.94	\$115,889.82
86.	Fulton County	3.2792330120%	3.5905845136%	\$58,884.28	\$146,066.78	\$98,322.59	\$179,739.77	\$201,688.30	\$684,701.72
87.	Gainesville City	0.3640437388%	0.3986083959%	\$6,537.03	\$16,215.59	\$10,915.27	\$19,953.79	\$22,390.41	\$76,012.09
88.	Georgetown-Quitman County Unified Government	0.0176595651%	0.0193362779%	\$317.11	\$786.61	\$529.49	\$967.95	\$1,086.15	\$3,687.31
89.	Glascok County	0.0283662653%	0.0310595412%	\$509.37	\$1,263.52	\$850.52	\$1,554.80	\$1,744.66	\$5,922.87
90.	Glynn County	0.7968809706%	0.8725419822%	\$14,309.37	\$35,495.44	\$23,893.21	\$43,678.26	\$49,011.94	\$166,388.22
91.	Gordon County	0.4175279543%	0.4571707473%	\$7,497.43	\$18,597.94	\$12,518.91	\$22,885.34	\$25,679.94	\$87,179.56
92.	Grady County	0.1716497947%	0.1879473317%	\$3,082.27	\$7,645.79	\$5,146.65	\$9,408.39	\$10,557.27	\$35,840.37

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	Subdivision	Exhibit G State Allocation Percentage	Pro Rata Adjusted Percentage	Total Payment 1	Total Payment 2	Total Payment 3	Total Payment 4	Total Payment 5	TOTAL 2022 JANSSEN PAYMENT
93.	Greene County	0.1737385827%	0.1902344427%	\$3,119.78	\$7,738.83	\$5,209.28	\$9,522.88	\$10,685.74	\$36,276.51
94.	Griffin City	0.2287480123%	0.2504668218%	\$4,107.56	\$10,189.12	\$6,858.65	\$12,538.03	\$14,069.08	\$47,762.44
95.	Grovetown City	0.0632622854%	0.0692688142%	\$1,135.98	\$2,817.89	\$1,896.82	\$3,467.50	\$3,890.93	\$13,209.12
96.	Gwinnett County	4.8912732775%	5.3556822641%	\$87,831.25	\$217,871.84	\$146,657.05	\$268,098.16	\$300,836.37	\$1,021,294.67
97.	Habersham County	0.4635124652%	0.5075213238%	\$8,323.17	\$20,646.22	\$13,897.68	\$25,405.83	\$28,508.20	\$96,781.10
98.	Hall County	1.5772937095%	1.7270521326%	\$28,323.03	\$70,257.35	\$47,292.64	\$86,453.88	\$97,011.00	\$329,337.90
99.	Hancock County	0.0536800967%	0.0587768308%	\$963.92	\$2,391.07	\$1,609.51	\$2,942.29	\$3,301.58	\$11,208.37
100.	Haralson County	1.0934912667%	1.1973143701%	\$19,635.52	\$48,707.35	\$32,786.60	\$59,935.93	\$67,254.87	\$228,320.27
101.	Harris County	0.2037540782%	0.2230998026%	\$3,658.76	\$9,075.81	\$6,109.24	\$11,168.07	\$12,531.84	\$42,543.72
102.	Hart County	0.2935398099%	0.3214103700%	\$5,271.01	\$13,075.13	\$8,801.32	\$16,089.37	\$18,054.08	\$61,290.91
103.	Heard County	0.1232058232%	0.1349037775%	\$2,212.37	\$5,487.95	\$3,694.13	\$6,753.10	\$7,577.74	\$25,725.29
104.	Helen City	0.0478552392%	0.0523989238%	\$859.32	\$2,131.61	\$1,434.86	\$2,623.02	\$2,943.32	\$9,992.13
105.	Henry County	1.9715208583%	2.1587097459%	\$35,402.06	\$87,817.39	\$59,112.92	\$108,062.07	\$121,257.83	\$411,652.27
106.	Houston County	0.8378076437%	0.9173544972%	\$15,044.28	\$37,318.44	\$25,120.33	\$45,921.52	\$51,529.12	\$174,933.69
107.	Irwin County	0.0610533841%	0.0668523755%	\$1,096.35	\$2,719.59	\$1,830.65	\$3,346.54	\$3,755.19	\$12,748.32
108.	Jackson City	0.0568159148%	0.0622103837%	\$1,020.23	\$2,530.75	\$1,703.53	\$3,114.17	\$3,494.45	\$11,863.13
109.	Jackson County	0.9201220386%	1.0074843509%	\$16,522.38	\$40,984.97	\$27,588.40	\$50,433.29	\$56,591.84	\$192,120.88
110.	Jasper County	0.1152245534%	0.1261647146%	\$2,069.06	\$5,132.44	\$3,454.82	\$6,315.63	\$7,086.85	\$24,058.80
111.	Jeff Davis County	0.3659791686%	0.4007275879%	\$6,571.79	\$16,301.80	\$10,973.30	\$20,059.88	\$22,509.44	\$76,416.21
112.	Jefferson County	0.1517559349%	0.1661646207%	\$2,725.04	\$6,759.66	\$4,550.16	\$8,317.97	\$9,333.71	\$31,686.54
113.	Johns Creek City	0.1877697040%	0.2055977690%	\$3,371.73	\$8,363.82	\$5,629.98	\$10,291.94	\$11,548.72	\$39,206.19
114.	Johnson County	0.0876584323%	0.0959812884%	\$1,574.06	\$3,904.57	\$2,628.30	\$4,804.69	\$5,391.41	\$18,303.03
115.	Jones County	0.2773521617%	0.3036857622%	\$4,980.34	\$12,354.09	\$8,315.96	\$15,202.10	\$17,058.47	\$57,910.96
116.	Kingsland City	0.1313198199%	0.1437881693%	\$2,358.07	\$5,849.37	\$3,937.42	\$7,197.84	\$8,076.79	\$27,419.49
117.	Lakeland City	0.0155232109%	0.0169970845%	\$278.75	\$691.45	\$465.44	\$850.85	\$954.75	\$3,241.24
118.	Lanier County	0.0574613256%	0.0629170739%	\$1,031.82	\$2,559.50	\$1,722.89	\$3,149.54	\$3,534.14	\$11,997.89
119.	Laurens County	0.5249834521%	0.5748287621%	\$9,426.98	\$23,384.32	\$15,740.79	\$28,775.14	\$32,288.96	\$109,616.19
120.	Lee County	0.2162850866%	0.2368205857%	\$3,883.77	\$9,633.98	\$6,484.96	\$11,854.92	\$13,302.55	\$45,160.18
121.	Liberty County	0.2931642086%	0.3209991067%	\$5,264.27	\$13,058.40	\$8,790.06	\$16,068.78	\$18,030.98	\$61,212.49
122.	Lilburn City	0.053835552%	0.0589470714%	\$966.71	\$2,398.00	\$1,614.17	\$2,950.81	\$3,311.14	\$11,240.83

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	Subdivision	Exhibit G State Allocation Percentage	Pro Rata Adjusted Percentage	Total Payment 1	Total Payment 2	Total Payment 3	Total Payment 4	Total Payment 5	TOTAL 2022 JANSSEN PAYMENT
123.	Lincoln County	0.1000487479%	0.1095480204%	\$1,796.55	\$4,456.47	\$2,999.80	\$5,483.82	\$6,153.47	\$20,890.11
124.	Long County	0.1216766548%	0.1332294200%	\$2,184.91	\$5,419.84	\$3,648.28	\$6,669.28	\$7,483.69	\$25,406.00
125.	Lowndes County	0.6253829866%	0.6847608750%	\$11,229.83	\$27,856.42	\$18,751.11	\$34,278.20	\$38,464.00	\$130,579.56
126.	Lumpkin County	0.3139555802%	0.3437645450%	\$5,637.61	\$13,984.51	\$9,413.46	\$17,208.38	\$19,309.75	\$65,553.71
127.	Macon County	0.1110857755%	0.1216329745%	\$1,994.74	\$4,948.09	\$3,330.73	\$6,088.78	\$6,832.30	\$23,194.64
128.	Macon-Bibb County Unified Government	2.0265214623%	2.2189324615%	\$36,389.69	\$90,267.28	\$60,762.02	\$111,076.74	\$124,640.63	\$423,136.36
129.	Madison County	0.5114434091%	0.5600031402%	\$9,183.85	\$22,781.21	\$15,334.82	\$28,032.99	\$31,456.18	\$106,789.05
130.	Marietta City	0.7354006996%	0.8052243783%	\$13,205.39	\$32,756.93	\$22,049.82	\$40,308.44	\$45,230.61	\$153,551.19
131.	McDonough City	0.0803644086%	0.0879947231%	\$1,443.08	\$3,579.67	\$2,409.60	\$4,404.90	\$4,942.79	\$16,780.04
132.	McDuffie County	0.2216409869%	0.2426850096%	\$3,979.95	\$9,872.55	\$6,645.55	\$12,148.48	\$13,631.97	\$46,278.50
133.	McIntosh County	0.1678759014%	0.1838151207%	\$3,014.50	\$7,477.69	\$5,033.49	\$9,201.53	\$10,325.16	\$35,052.37
134.	Meriwether County	0.2015834534%	0.2207230847%	\$3,619.78	\$8,979.13	\$6,044.16	\$11,049.10	\$12,398.33	\$42,090.50
135.	Milledgeville City	0.1343842887%	0.1471435986%	\$2,413.10	\$5,985.88	\$4,029.30	\$7,365.81	\$8,265.27	\$28,059.36
136.	Milton City	0.0765630644%	0.0838324548%	\$1,374.82	\$3,410.35	\$2,295.62	\$4,196.54	\$4,708.99	\$15,986.32
137.	Mitchell County	0.1842864232%	0.2017837631%	\$3,309.18	\$8,208.66	\$5,525.54	\$10,101.02	\$11,334.48	\$38,478.88
138.	Monroe City	0.1616058698%	0.1769497719%	\$2,901.91	\$7,198.41	\$4,845.49	\$8,857.86	\$9,939.52	\$33,743.19
139.	Monroe County	0.2463868890%	0.2697804471%	\$4,424.30	\$10,974.80	\$7,387.52	\$13,504.84	\$15,153.96	\$51,445.42
140.	Montgomery County	0.0685440855%	0.0750521024%	\$1,230.83	\$3,053.16	\$2,055.19	\$3,757.01	\$4,215.78	\$14,311.97
141.	Moultrie City	0.1150272968%	0.1259487292%	\$2,065.51	\$5,123.66	\$3,448.91	\$6,304.82	\$7,074.72	\$24,017.62
142.	Murray County	0.5636808736%	0.6172003661%	\$10,121.86	\$25,108.02	\$16,901.07	\$30,896.21	\$34,669.03	\$117,696.19
143.	Nashville City	0.0288042758%	0.0315391393%	\$517.23	\$1,283.03	\$863.65	\$1,578.81	\$1,771.60	\$6,014.32
144.	Newnan City	0.2037973462%	0.2231471788%	\$3,659.53	\$9,077.74	\$6,110.54	\$11,170.44	\$12,534.50	\$42,552.75
145.	Newton County	0.6206699754%	0.6796003802%	\$11,145.20	\$27,646.48	\$18,609.80	\$34,019.87	\$38,174.13	\$129,595.48
146.	Oconee County	0.2721000475%	0.2979349784%	\$4,886.03	\$12,120.14	\$8,158.49	\$14,914.22	\$16,735.44	\$56,814.32
147.	Oglethorpe County	0.1461658711%	0.1600438003%	\$2,624.66	\$6,510.66	\$4,382.55	\$8,011.57	\$8,989.89	\$30,519.33
148.	Paulding County	1.7495211188%	1.9156319214%	\$31,415.67	\$77,928.87	\$52,456.61	\$95,893.93	\$107,603.80	\$365,298.88
149.	Peach County	0.2319656673%	0.2539899817%	\$4,165.34	\$10,332.44	\$6,955.12	\$12,714.39	\$14,266.98	\$48,434.27
150.	Peachtree Corners City	0.2099400952%	0.2298731599%	\$3,769.84	\$9,351.36	\$6,294.72	\$11,507.14	\$12,912.31	\$43,835.37
151.	Perry City	0.0954580908%	0.1045214967%	\$1,714.11	\$4,251.99	\$2,862.16	\$5,232.20	\$5,871.12	\$19,931.58

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	Subdivision	Exhibit G State Allocation Percentage	Pro Rata Adjusted Percentage	Total Payment 1	Total Payment 2	Total Payment 3	Total Payment 4	Total Payment 5	TOTAL 2022 JANSSEN PAYMENT
152.	Pierce County	0.2012068205%	0.2203106919%	\$3,613.02	\$8,962.35	\$6,032.87	\$11,028.45	\$12,375.17	\$42,011.86
153.	Pike County	0.1072270653%	0.11174078935%	\$1,925.45	\$4,776.21	\$3,215.03	\$5,877.28	\$6,594.97	\$22,388.94
154.	Polk County	0.7130941429%	-0.7807998934%	\$12,804.83	\$31,763.33	\$21,380.99	\$39,085.78	\$43,858.65	\$148,893.58
155.	Pooler City	0.0516303360%	0.0565324526%	\$927.11	\$2,299.77	\$1,548.05	\$2,829.94	\$3,175.51	\$10,780.38
156.	Powder Springs City	0.0633430906%	0.0693572916%	\$1,137.43	\$2,821.49	\$1,899.24	\$3,471.93	\$3,895.90	\$13,225.99
157.	Pulaski County	0.1671565625%	0.1830274831%	\$3,001.58	\$7,445.65	\$5,011.92	\$9,162.11	\$10,280.92	\$34,902.18
158.	Rabun County	0.3170130000%	0.3471122559%	\$5,692.52	\$14,120.70	\$9,505.13	\$17,375.97	\$19,497.79	\$66,192.11
159.	Randolph County	0.0382245100%	0.0418537912%	\$686.39	\$1,702.63	\$1,146.10	\$2,095.14	\$2,350.99	\$7,981.25
160.	Richmond Hill City	0.0716382402%	0.0784400361%	\$1,286.39	\$3,190.98	\$2,147.96	\$3,926.60	\$4,406.09	\$14,958.02
161.	Ringgold City	0.0585728853%	0.0641341723%	\$1,051.78	\$2,609.01	\$1,756.21	\$3,210.47	\$3,602.51	\$12,229.98
162.	Rockdale County	0.7947696030%	0.8702301477%	\$14,271.46	\$35,401.40	\$23,829.90	\$43,562.54	\$48,882.08	\$165,947.38
163.	Rome City	0.3719383578%	0.4072525809%	\$6,678.79	\$16,567.24	\$11,151.98	\$20,386.51	\$22,875.96	\$77,660.48
164.	Sandy Springs City	0.2590143480%	0.2836063833%	\$4,651.05	\$11,537.27	\$7,766.13	\$14,196.97	\$15,930.60	\$54,082.02
165.	Savannah City	1.1246685243%	1.2314517973%	\$20,195.36	\$50,096.08	\$33,721.40	\$61,644.80	\$69,172.42	\$234,830.06
166.	Schley County	0.0238356678%	0.0260987796%	\$428.01	\$1,061.71	\$714.67	\$1,306.47	\$1,466.01	\$4,976.87
167.	Screven County	0.1132053955%	0.1239538448%	\$2,032.80	\$5,042.50	\$3,394.28	\$6,204.96	\$6,962.67	\$23,637.21
168.	Seminole County	0.0804817769%	0.0881232351%	\$1,445.19	\$3,584.90	\$2,413.12	\$4,411.33	\$4,950.01	\$16,804.55
169.	Snellville City	0.0758688840%	0.0830723645%	\$1,362.36	\$3,379.43	\$2,274.81	\$4,158.49	\$4,666.29	\$15,841.38
170.	Spalding County	0.5900646014%	0.6460891349%	\$10,595.63	\$26,283.23	\$17,692.15	\$32,342.34	\$36,291.76	\$123,205.11
171.	Springfield City	0.0124802329%	0.0136651866%	\$224.10	\$555.91	\$374.20	\$684.06	\$767.59	\$2,605.86
172.	Statesboro City	0.1844690660%	0.2019837472%	\$3,312.46	\$8,216.80	\$5,531.01	\$10,111.03	\$11,345.72	\$38,517.02
173.	Stephens County	0.7520555284%	0.8234605238%	\$13,504.45	\$33,498.79	\$22,549.19	\$41,221.31	\$46,254.96	\$157,028.70
174.	Stewart County	0.0419742764%	0.0459595845%	\$753.72	\$1,869.66	\$1,258.53	\$2,300.67	\$2,581.62	\$8,764.20
175.	Sumter County	0.1314426325%	0.1439226426%	\$2,360.28	\$5,854.85	\$3,941.10	\$7,204.57	\$8,084.34	\$27,445.14
176.	Taliaferro County	0.0068637499%	0.0075154385%	\$123.25	\$305.73	\$205.80	\$376.21	\$422.15	\$1,433.14
177.	Tattnall County	0.2930768128%	0.3209034129%	\$5,262.70	\$13,054.51	\$8,787.44	\$16,063.99	\$18,025.61	\$61,194.25
178.	Telfair County	0.1855378735%	0.2031540341%	\$3,331.65	\$8,264.41	\$5,563.06	\$10,169.61	\$11,411.45	\$38,740.18
179.	Terrell County	0.0334710962%	0.0366490576%	\$601.03	\$1,490.90	\$1,003.58	\$1,834.60	\$2,058.63	\$6,988.74
180.	Thomas County	0.2077911904%	0.2275202243%	\$3,731.25	\$9,255.64	\$6,230.29	\$11,389.35	\$12,780.14	\$43,386.67
181.	Thomasville City	0.1281973547%	0.1403692372%	\$2,302.00	\$5,710.29	\$3,843.79	\$7,026.69	\$7,884.74	\$26,767.51

National Opioid Settlements



	Subdivision	Exhibit G State Allocation Percentage	Pro Rata Adjusted Percentage	Total Payment 1	Total Payment 2	Total Payment 3	Total Payment 4	Total Payment 5	TOTAL 2022 JANSSEN PAYMENT
182.	Tift County	0.208288220%	0.2286563753%	\$3,749.88	\$9,301.86	\$6,261.40	\$11,446.23	\$12,843.96	\$43,603.33
183.	Tifton City	0.1416502311%	0.1550994163%	\$2,543.57	\$6,309.52	\$4,247.16	\$7,764.07	\$8,712.16	\$29,576.48
184.	Toombs County	0.2423104056%	0.2653169161%	\$4,351.10	\$10,793.23	\$7,265.29	\$13,281.40	\$14,903.23	\$50,594.25
185.	Towns County	0.2454408368%	0.2687445706%	\$4,407.31	\$10,932.66	\$7,359.15	\$13,452.99	\$15,095.77	\$51,247.88
186.	Troup County	0.4334095739%	0.4745602702%	\$7,782.62	\$19,305.35	\$12,995.10	\$23,755.84	\$26,656.73	\$90,495.64
187.	Twiggs County	0.0640416265%	0.0701221510%	\$1,149.98	\$2,852.60	\$1,920.19	\$3,510.22	\$3,938.86	\$13,371.85
188.	Union City	0.1531538090%	0.1676952180%	\$2,750.14	\$6,821.93	\$4,592.07	\$8,394.59	\$9,419.68	\$31,978.41
189.	Union County	0.2949759089%	0.3229828214%	\$5,296.80	\$13,139.10	\$8,844.38	\$16,168.08	\$18,142.41	\$61,590.77
190.	Valdosta City	0.2598246932%	0.2844941229%	\$4,665.60	\$11,573.36	\$7,790.43	\$14,241.39	\$15,980.44	\$54,251.22
191.	Vidalia City	0.1252530050%	0.1371453320%	\$2,249.13	\$5,579.14	\$3,755.51	\$6,865.31	\$7,703.65	\$26,152.74
192.	Villa Rica City	0.1397113628%	0.1529764594%	\$2,508.76	\$6,223.16	\$4,189.02	\$7,657.79	\$8,592.91	\$29,171.64
193.	Walker County	0.8453605309%	0.9256245041%	\$15,179.91	\$37,654.87	\$25,346.79	\$46,335.50	\$51,993.66	\$176,510.73
194.	Walton County	0.8194381956%	0.8972409354%	\$14,714.43	\$36,500.21	\$24,569.55	\$44,914.66	\$50,399.31	\$171,098.16
195.	Ware County	0.5170078559%	0.5660959115%	\$9,283.77	\$23,029.07	\$15,501.66	\$28,337.99	\$31,798.42	\$107,950.91
196.	Warren County	0.0447828045%	0.0490347724%	\$804.15	\$1,994.76	\$1,342.74	\$2,454.61	\$2,754.35	\$9,350.61
197.	Warwick City	0.0103298381%	0.0113106195%	\$185.49	\$460.12	\$309.72	\$566.19	\$635.33	\$2,156.85
198.	Washington County	0.1959988913%	0.2146082883%	\$3,519.50	\$8,730.37	\$5,876.72	\$10,743.00	\$12,054.86	\$40,924.45
199.	Wayne County	0.6609347902%	0.7236881958%	\$11,868.22	\$29,440.00	\$19,817.08	\$36,226.85	\$40,650.61	\$138,002.76
200.	Webster County Unified Government	0.0143656323%	0.0157295980%	\$257.96	\$639.89	\$430.73	\$787.40	\$883.55	\$2,999.53
201.	White County	0.3873386988%	0.4241151295%	\$6,955.33	\$17,253.22	\$11,613.73	\$21,230.63	\$23,823.16	\$80,876.07
202.	Whitfield County	0.7644288806%	0.8370086817%	\$13,726.64	\$34,049.93	\$22,920.18	\$41,899.51	\$47,015.98	\$159,612.24
203.	Wilcox County	0.0828696590%	0.0907378381%	\$1,488.07	\$3,691.26	\$2,484.71	\$4,542.21	\$5,096.87	\$17,303.12
204.	Wilkes County	0.0976306068%	0.1069002854%	\$1,753.13	\$4,348.76	\$2,927.30	\$5,351.28	\$6,004.74	\$20,385.21
205.	Wilkinson County	0.0847297279%	0.0927745140%	\$1,521.47	\$3,774.11	\$2,540.49	\$4,644.17	\$5,211.28	\$17,691.52
206.	Winder City	0.2007720766%	0.2198346706%	\$3,605.21	\$8,942.98	\$6,019.83	\$11,004.62	\$12,348.43	\$41,921.07
207.	Woodbury City	0.0085236394%	0.0093329286%	\$153.06	\$379.67	\$255.57	\$467.19	\$524.24	\$1,779.73
208.	Woodstock City	0.1942956763%	0.2127433591%	\$3,488.91	\$8,654.51	\$5,825.65	\$10,649.64	\$11,950.10	\$40,568.81
209.	Worth County	0.1491832321%	0.1633476490%	\$2,678.84	\$6,645.06	\$4,473.02	\$8,176.96	\$9,175.47	\$31,149.35
210.	TOTALS	91.328668064%	100.00000000%	\$1,639,963.72	\$4,068,050.14	\$2,738,344.86	\$5,005,863.79	\$5,617,143.76	\$19,069,366.27



City of Newnan, Georgia - Mayor and Council

Date: May 23rd, 2023

Agenda Item: Ratification of Purchase and Consideration of Budget
Renovations of Real Property located at 24 and 26 Jefferson Street.

Prepared and Presented By: Mark Johnston, Facilities
Maintenance Director and Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider ratifying the acquisition of real property located at 24 and 26 Jefferson Street for use by the City's Sanitation Department. In addition, the Newnan City Council may consider a proposed budget to make certain improvements to the subject property

Background: In January 2023, the City of Newnan commenced operations of a Sanitation Billing Department, located on the 2nd floor of the Municipal Building at 25 Jefferson Street. The location has provided citizen customers face-to-face contact with City staff to create, modify and terminate residential sanitation service, as required by ordinance.

More recently, the City of Newnan initiated a discussion with the owners of real property located at 24 and 25 Jefferson Street for the acquisition of improved property. As a result, the City of Newnan executed a Purchase and Sale Agreement with a listed purchase price of \$907,000.00.

Thereafter, City staff, in conjunction with professionals from the NOVA Engineering, performed environmental reviews, including a Phase I Environmental Review, an Asbestos Containing Material Survey and a limited Phase II Environmental Review to include soil testing at four (4) select locations. All reviews showed no negative conditions/concerns.

City staff, in considering the results of environmental reviews, is supportive of the purchase.

In addition to the activities related to the acquisition, members of the City's Facilities Maintenance Department, Information Technology Department, Public Works Department and Sanitation Department visited the subject site to investigate the status of structural, mechanical, electrical and plumbing systems, as well as any IT and furniture needs.

Upon investigation, City staff believes that certain improvements must be completed in order to properly accommodate the Sanitation Department's Billing operation. The following activities are required: new roof, new flooring, new HVAC system, repaint interior, new signage, additional framing/etc. to support office spaces, miscellaneous electrical/IT needs, miscellaneous furniture and fixtures.

Funding:

General Fund (Unassigned Fund Balance)

Attachments:

1. Settlement Statement; and
2. Phase I Environmental Site Assessment (Copy available upon request); and
3. Limited Phase II Environmental Site Assessment (Copy available upon request); and

4. Asbestos Containing Materials Survey (Copy available upon request); and

Recommendation:

It is the recommendation of City staff that the Newnan City Council ratify the purchase, at the amounts shown on the Settlement Statement.

In addition, and in an effort to continue exemplary customer service through the Sanitation Department Billing operation, City Staff recommends the Newnan City Council allocate the following budget towards the improvement of 24 and 25 Jefferson Street:

Construction:	\$57,125.00
IT Upgrades	\$3,500.00
Owner Contingency:	\$19,356.00
FFE:	\$10,000.00
Environmental Testing	\$17,800.00
New Sign	\$6,800.00
Total Budget:	\$114,581.00

Previous Discussion with Council:

Newnan City Council has been involved in discussions related to the potential acquisition of real property at 24 and 26 Jefferson Street beginning in winter 2023.

Kensington Vanguard National Land Services, LLC

39 W 37th Street, 3rd Fl
New York, NY 10018
Phone: (212)532-8686 Fax: (212)532-8610

Settlement Statement

Settlement Date: 05/16/2023
Disbursement Date: 05/16/2023
Order Number: 5144032-F-GA-MP-AMF
Buyer: City of Newnan, a political subdivision and body politic of the state of Georgia
Seller: Truist Bank, a North Carolina banking corporation, successor by merger to Branch Banking and Trust Company, successor by merger to First South Bank, N.A.
Property: 24 Jefferson Street
Newnan, GA 30263
26 Jefferson Street
Newnan, GA 30263

	Buyer		Seller	
	Debit	Credit	Debit	Credit
Total Consideration				
Purchase Price	907,000.00			907,000.00
Deposit or earnest money		10,000.00		
Prorations/Adjustments				
2023 Real Estate Taxes N040001007 01/01/23-05/15/23		259.51	259.51	
2023 Real Estate Taxes N040001008 01/01/23-05/15/23		924.50	924.50	
Title/Escrow Charges				
Owner's Policy Premium	1,951.00			
Copies and Deliveries	150.00			
Settlement Fee	750.00		750.00	
Title Search Fee	1,250.00			
Update and Record	150.00			
Recording Charges				
Record Deed to Kensington Vanguard National Land Services, LLC	28.25			
Transfer Tax to Kensington Vanguard National Land Services, LLC			907.00	
Subtotals	911,279.25	11,184.01	2,841.01	907,000.00
Balance Due FROM Buyer		900,095.24		
Balance Due TO Seller			904,158.99	
Totals	911,279.25	911,279.25	907,000.00	907,000.00



City of Newnan, Georgia – Mayor and City Council

Date: May 23, 2023

Agenda Item: Rezoning Request for RZ2023-01 by Freedom Land Holdings, LLC for 5.82± acres located at Old Atlanta Highway (Tax Parcel #073C 044 and Tax Parcel #073C 045); Requested zoning from PDC (Planned Commercial Development District) and PDO (Planned Office and Institutional District), respectively, to PDR (Planned Residential Development District) for the purpose of constructing 36 townhouse-style condominiums

Prepared and Presented by: Chris Cole, Senior Planner

REZONING ASSESSMENT

APPLICANT INFORMATION:

Freedom Land Holdings, LLC
140 Village Circle
Senoia, GA 30276

SITE INFORMATION:

The subject properties consist of 5.82± acres (comprised of two parcels) located at Old Atlanta Highway. The tax parcel ID numbers are #073C 044 (consisting of 1.99+/- acres) and #073C 045 (consisting of 3.83+/- acres). The tracts are currently vacant and are zoned PDC (Planned Commercial Development District) and PDO (Planned Office and Institutional District), respectively. The properties are part of the Avery Park Planned Development and are bisected by The Boulevard near its intersection with Highway 29.

OVERVIEW OF REQUEST:

The request is to rezone the subject properties from PDC (Planned Commercial Development District) and PDO (Planned Office and Institutional District) to PDR (Planned Residential Development) for the purpose of constructing 36 townhouse-style condominium units (as shown by the pictures below and in the attachments). The Concept Plan shows a proposed site density of 6.19 units per acre (which meets the PDR requirements). The applicant expects the price points to be in the \$400's. The applicant included the following feature details:

- The applicant plans to build the front and sides in brick and the rear in HardiePlank.
- The carpet will be Level 1 with 6lb pad in bedrooms.
- LVP Level 1 (Luxury Vinyl Plank) will be used in the kitchen and family room.
- Granite countertops in Kitchen, Master Bath (Cultural Marble countertops in others)
- Stainless Steel Appliances
- The applicant indicated that a maximum of 15% will be allowed as rentals.
- 29 rear driveway units and 7 front driveway units

The subject properties are currently vacant and are located in the Avery Park Planned Development. The Avery Park Project Plan (see attached) shows the two subject properties as part of its Village Center with Tax Parcel 073C 044 indicated as PDC and Tax Parcel 073C 045 indicated as PDO (the same zoning categories that remain in place today for the subject properties). As stated earlier, the applicant is seeking PDR zoning to allow for 36 townhouse-style condominium units. Approximately 616 total residential units have been built (or are currently vacant platted lots) within Avery Park to date.

Accordingly, construction of an additional 36 townhouse-style condominium units would not exceed the allowed residential unit total of 684 approved as a special exception by City Council on July 13, 2004 (which is 10% over the actual approved amount of 622 units). That special exception request was for the update and expansion of the Avery Park Development of Regional Impact (DRI). One condition of that special exception approval was that any amendment of the original project plan must be approved by City Council. As the current request is amending the original project plan, this application also serves for this purpose.

In accordance with the Zoning Procedures Law, staff has completed a rezoning assessment that provides background information, an overview of the request, and an evaluation of the application in terms of the standards for rezoning. The Assessment is as follows:



Regarding how conditions have changed that renders the zoning map designation invalid and no longer applicable, the applicant stated, "The current zoning has been in place for numerous years without success of development. By amending the zoning to PDR, it will allow for consistent development of a residential option within Avery Park. The Applicant has included a playground and pavilion area for residents to enjoy."

Regarding the explanation as to why this property should be placed in a different zoning district than all adjoining property, as well as answering how does this property differ from adjoining property and why should it be subject to different restrictions, the applicant stated, "The adjoining property was developed, but this property has remained undeveloped as initially proposed for numerous years. The property is a suitable location for a residential option that will be down zoning from what could currently be built on the property."

Per the Concept Plan, the development will be housed in 5 buildings (with each building housing between 6 and 8 condominium units). The maximum building height is proposed to be 35 feet. The minimum parking spaces per dwelling unit requirement is 2 spaces per unit (this would equate to a required 72 spaces). The applicant is also proposing 6 guest parking spaces. The minimum landscaped area requirement is 10% and the applicant is proposing 50%. The applicant also proposes 1,300 square feet per dwelling unit (26 feet by 50 feet). According to the Concept Plan, the existing force main will be relocated.

As of the writing of this report, staff has received one email in opposition to the request (see attached) and no phone calls seeking information about the request. Regarding the subject properties and the current applicant, the applicant previously submitted a rezoning application for 39 condominium units on August 9, 2022. The applicant altered that request to 36 units on October 24, 2022. The Planning Commission recommended denial on that request on November 8, 2022 and the applicant withdrew the request on November 9, 2022 before appearing before City Council.

Staff Research on Density Issues Regarding the Request and the Overall Avery Park Development

The existing 11 residential pods in Avery Park range in density from 1.54 units per acre to 4.61 units per acre. These calculations were based on the product that was initially approved. It should be noted that these 11 residential pods consist only of single-family homes.

The Zoning Ordinance Base/Maximum Density requirements for PDR zoning were the same at the time of the last Avery Park project plan update in 2004 as it is today. Specifically, there is a base requirement of 6 residential units per acre with a maximum density of 8 units per acre (with the provision that the 8 residential units per acre may only be achieved through the provision of bonuses and incentives).

With the current development proposal on 5.82 +/- acres, the base density the applicant would be allowed to construct is 35 units per the base density requirement of 6 residential units per acre. The applicant is proposing 36 units which correlates with the proposed 6.19 units per acre. Accordingly, the request falls within the acceptable Base/Maximum Density range between 6 and 8 units per acre.



Regarding adherence to the townhouse-design requirements from the Zoning Ordinance, the applicant must meet the requirements shown below prior to obtaining site plan approval or any permits.

(c) Townhouses.

- (1) A row of townhouses shall not contain more than 8 dwelling units.
- (2) Townhouses shall not be designed to give the appearance of row houses. Facades of each unit shall be offset a minimum of 18 inches to create the appearance of separate buildings and shall be articulated within the building façade-meaning variation in the look and structure often achieved through the inclusion of architectural features (porches, porticos, balconies, bay windows and roof lines) and can also be accomplished with using various building material types materials). No two facades shall be alike in a single row of townhouse buildings.

- (3) Exterior finished material shall be constructed with a combination of clay masonry brick, natural stone including granite, marble, sandstone, field stone or any other natural stone approved by the Planning and Zoning Director; manufactured stone including imitation field stone, marble terrazzo, and any other manufactured finish stone approved by the Planning and Zoning Director; wood, traditional three coat stucco, or fiber-cement planks and panels either lap siding, shingle siding or vertical siding patterns painted or stained. The use of architectural details such as hip returns, operable window shutters, transoms, wrought iron railings, gas lights, brick molding, and multiple exterior finish materials are strongly encouraged. Structures utilizing a single exterior finish material shall not be permitted without written authorization from the Planning and Zoning Director. End elevations must be consistent with front facades.
- (4) Townhouses shall either incorporate a flat roof design utilizing a decorative parapet wall or have a minimum 6:12 roof pitch. Architecturally dimensioned roof covering shall be required. Vents and similar objects shall not be visible from the front of the structure.
- (5) For pitched roofs, the use of gables, dormers, cornices, chimneys and other design features shall be used to enhance the overall appearance of the homes.
- (6) HVAC units shall not be visible from the right-of-way.
- (7) All townhouses shall incorporate front covered porches or front covered stoops in their designs. Porches shall be a minimum of 6 feet in depth. Stoops shall be a minimum of 3 feet in depth.
- (8) Each townhouse shall front on a dedicated public street. Townhouses may only front on a private street in accordance with the City of Newnan Subdivision Regulations.
- (9) Townhouse developments shall establish a homeowners or tenants association to manage and maintain all common areas and structural elements as well as ensure that the requirements governing such associations and their developments as provided by this Ordinance are met in full.
- (10) Driveway standards for townhouses shall conform to the following:
 - a. All driveways shall be separated a minimum of 8 feet from adjacent driveways. The 8-foot area between the driveways shall be sodded. One exception can be made per every eight units to allow a minimum of 4 feet of sodded area between driveways.
 - b. Townhouses are encouraged to utilize rear garages. Front entry garages must employ carriage style doors and shall be designed to be setback equal to or greater than the front door of the primary structure. For developments consisting of 20 acres or greater, no more than 50% of the units shall have front entry garages.

The applicant will also have to meet the following requirements shown below that are found in Article 3 of the Zoning Ordinance in order to develop the condominium units.

(11) Condominiums.

- a. Condominium developments shall conform to all applicable rules and requirements as established by Georgia Condominium Act. Prior to approval of any condominium development, the applicant shall provide the City with a copy of the Condominium Homeowner Declaration prepared per the Georgia Condominium Act and filed with the Office of the Clerk of Superior Court of Coweta County.
- b. Condominiums may be newly developed or may be established with the conversion of an existing building or buildings. Conversion of existing multifamily developments to condominium or townhouse developments shall be exempt from the density requirements of the underlying zoning district that allows for condominium or townhouse developments provided that there is no new construction of additional units.

- c. Condominium developments shall establish a homeowners or tenants association to manage and maintain all common areas and structural elements as well as ensure that the requirements governing such associations and their developments as provided by this Ordinance are met in full.

STANDARDS:

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

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

The subject properties (as part of the original Avery Park Project Plan) are surrounded by properties in the Avery Park Planned Development. Adjacent properties include office and commercial uses along Highway 29 and across The Crescent, as well as residential uses in Avery Park. The subject properties are surrounded by either PDC zoning (that includes a service station, a mixed-use complex, a veterinarian’s office, and an office complex) or PDR zoning (that includes the neighboring Avery Park residential uses).

It is important to note that the proposed zoning of PDR would also match the zoning of the adjacent Avery Park residential neighbors. For the existing residents in Avery Park, the proposed use would provide a residential neighbor instead of a potential office or commercial use (that would be allowed by right with the existing classifications). Nearby properties include a mixture of commercial and office uses in the city limits and unincorporated Coweta County, including some residential uses north of the subject properties on Highway 29 in unincorporated Coweta County.

Staff Assessment – The proposed use is suitable. ✓

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

The proposed residential condominium units would be a less intense use than many of the potential uses that could be developed (particularly in the PDC zoning classification including outdoor retail and automobile repair shops). Staff received no indication from the departmental reviews that the proposed use will adversely affect the existing use or usability of adjacent or nearby property.

Staff Assessment – The proposed use will not adversely affect the existing use or usability of adjacent or nearby property. ✓

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

There are no substantial reasons as to why the subject properties cannot or should not be used as currently zoned. It should be noted, however, that the application states, “The current zoning has been in place for numerous years without success of development. By amending the zoning to PDR, it will allow for consistent development of a residential option within Avery Park.”

Staff Assessment – The subject properties could be used as currently zoned. ✗

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

The applicant was not required to submit a Community Impact Assessment (CIA) as only 36 units are being proposed (under the 150-unit threshold for a CIA). Copies of the departmental reports have been provided with the accompanying documentation for this report.

Below is a summary of the departmental reports:

Police: Police Deputy Chief Jay LaChance stated, “The reduction in units does not change the impact for the police department. It is still believed any additional calls for service can be absorbed by current staff and resources.” Staff Note - The “reduction” in the previous sentence refers to the change from this applicant’s initial concept of 39 proposed units (presented in the 2022 rezoning application that was withdrawn on November 9, 2022) to the current 36 proposed units.

Fire: Fire Chief Stephen Brown stated, “Ours is good.”

Newnan Utilities: Newnan Utilities will be the water and sewer provider for the project. Scott Tolar reviewed the project and provided a letter, which is included in the agenda packet, indicating that there is ample capacity to serve the project. This capacity is based on the information found in the attached Newnan Utilities letter. Mr. Tolar added that the developer would be responsible for all upgrade costs necessary to serve the project.

Engineering: Director of Engineering Michael Klahr stated the following:

Environmental and Stormwater Management

1. The development plan shall follow and comply fully with the Georgia Storm Water Management Manual, latest edition. All storm water management facilities shall be located in open space.
2. All streams, wetlands and other environmentally sensitive areas shall be determined and located within open space to the extent practically possible.
3. Stream buffers are as follows: 50 foot undisturbed stream buffer with an additional 25 foot impervious surface setback.

Transportation

1. ADA compliant 5 foot sidewalks shall be provided along Old Atlanta Highway and The Crescent, and internally within the community to connect to existing sidewalks within the public Right-of-Way.
2. Traffic study not required.

Coweta County Schools: Ronnie Cheek, Director of Facilities for the Coweta County School System, indicated that his department has reviewed the application for rezoning and offers the following comments based on the information provided:

“This application requests rezoning from PDC and PDO to PDR, with 36 proposed units. This may present challenges when planning for school enrollment and meeting student needs. Due to the high density housing in the area of the proposal, school capacity is an ongoing concern. Many of the schools serving that area are at or near capacity. If approved, we would request that the developer provide us advanced notice of the following information for our planning purposes”:

What is the construction schedule for the project?

What is the proposed build-out timeline?

Will the project be built in phases?

Will there be a targeted market, e.g., senior citizens?

Staff Assessment – As with all development, the project will impact service provision. The question is whether or not it is excessive or burdensome. In this case, the service providers have indicated that they are able to address the needs of the development. The project will have impact, but the impact would not be excessive or burdensome. ✓

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

The Future Land Use Map shows the subject properties under consideration as future Planned Development. The Comprehensive Plan describes this category as “Areas developed through master planning processes with specific densities and uses tied to an approved project plan.”

Staff Assessment – The proposal meets the intent of its Future Land Use category as the applicant is pursuing the proper steps through this application to amend the original Avery Park Project Plan to allow residential units on these lots. It should also be mentioned that the City’s Comprehensive Plan does identify the lack of available land for development purposes as a Need and Opportunity. ✓

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

The proposed zoning category of the subject properties is PDR. The PDR zoning district allows residential development in a manner open to and advocating innovation in design and layout. The principal uses of land in this district are residential with related recreational, cultural, community, and educational facilities normally required to provide the basic elements of a balanced, orderly, convenient, and attractive residential area.

In this case, townhouse-style condominium units are the proposed use of the land and these units are permitted in the PDR zoning district. It should also be noted that per the Zoning Ordinance, the applicant will not have to provide amenities because the proposal contains less than 50 units.

Staff Assessment – The proposed use of the subject properties is consistent with the purpose and intent of the proposed zoning district. ✓

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

The City completed a full update of its Comprehensive Plan in 2021, which included the Future Land Use Map. The Future Land Use Map shows the subject properties as Planned Development. The entirety of Avery Park also carries a Future Land Use designation of Planned Development. Regarding the subject properties, there are no new or changing conditions that have been discussed or considered since the update.

Staff Assessment – The Comprehensive Plan already shows the properties as Planned Development.



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

The general area where the subject properties are located primarily contains residential, commercial, and office uses within the city limits and in unincorporated Coweta County. As mentioned earlier, the subject properties are currently zoned PDC and PDO (separately) and consist of 5.82+/- acres. There are many intense uses that are permitted in the PDC zoning category, ranging from outdoor retail (including storage buildings and vehicles) to automobile repair shops, that are often not ideal uses to be located next to residences. The PDO zoning category also allows for a variety of office-type uses, as well as more intense uses such as banks and health fitness centers. Staff believes the proposed use of a residential condominium development provides a complementary and transitional use for the nearby residential properties in Avery Park.

The idea of a providing a noncommercial use for the subject properties that are slated on the Future Land Use Map as Planned Development, and that are close to many residences in Avery Park, is appropriate. The proposed condominium units will also serve as a type of transitional “buffer” between the office and commercial uses along Highway 29 and the residential uses of Avery Park. In addition, one of the Land Use Goals and Policies in the City’s Comprehensive Plan is “Encouraging higher densities in appropriate locations as a means for continued growth and development.” This proposal would certainly help pursue this goal.

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

SUMMARY OF STAFF FINDINGS:

After assessing the project based on the standards to be considered for rezoning requests, staff found that the development meets **7 of the 8 standards**.

REGULATORY CRITERIA TO CONSIDER:

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

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

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

LANDSCAPE ARCHITECT COMMENTS (Fourth Submittal & Review):

In addition to staff's proposed conditions, the City's Landscape Architect Mike Furbush has included the following comments regarding the fourth submittal (Re-submitted on September 27; re-reviewed on September 28; re-reviewed again on October 25; and then re-reviewed on March 21) of the required Tree Management Plan that should be addressed:

1. After several plan revisions, re-reviews and an on site inspection that physically staked the corners of the proposed buildings, I believe that they have submitted a plan that staff can fully support. The detention pond has been moved from the middle of the wooded buffer to an underground location within the proposed parking lot. The proposed buildings have been adjusted to save almost all of the specimen trees. The newly proposed plan is substantially better than the plan that was originally submitted.

Staff Note – Please note that Mr. Furbush referred to his comments as the Fourth Submittal and Review, referring to the applicant's aforementioned 2022 rezoning application (that was withdrawn on November 9, 2022) and the associated versions of the Tree Management Plan that preceded the current version.

PLANNING COMMISSION RECOMMENDATION:

At their April 11, 2023 meeting, the Planning Commission held a public hearing regarding the request and voted unanimously (7-0) to recommend approval of the rezoning request with the following conditions:

1. The Development Project (“Project”) will be consistent w with the Project plan, Project density, Project data, Project amenities, proffered conditions, Project tree management plan, and Project architectural detail as provided as part of the application packet dated February 9, 2023, which by reference shall be made a part of this ordinance including but not limited to all shown on Exhibit “C” attached hereto and made a part hereof.
2. The Project shall comprise a maximum of 36 units, being a townhouse-design condominium project as defined by the City’s Zoning Ordinance and its requirements for a townhouse project. Residential attached homes (“Residential Units”) shall be a minimum of 1,300 square feet.
3. The HOA for the Project will include in its Covenants and Restrictions a prohibition against the residents of the Project or their guests using the existing amenities in the Avery Park Subdivision and provide in its Covenants and Restrictions that there will be financial penalties if it is determined residents of the Project or their guests have violated this restriction; unless an agreement for use of the existing amenities of The Avery Park Subdivision is worked out between the Avery Park HOA and the HOA/developer of the Project.
4. The Covenants and Restrictions of the Project shall provide that no more than 15% of the total Residential Units may be used as rental units at any given time.
5. All of the items specified in the City Engineer’s review memorandum of March 14, 2023, will be addressed by the developer as part of the project.
6. The stormwater management systems will be underground.
7. The applicant shall construct a playground and pavilion area for its residents to enjoy.
8. All plans, profiles, elevations, and other demonstrative materials included in the application packet dated February 9, 2023 which by reference shall be made a part of this ordinance, including but not limited to all as shown on Exhibit “C” attached hereto and by reference made a part hereof.

OPTIONS:

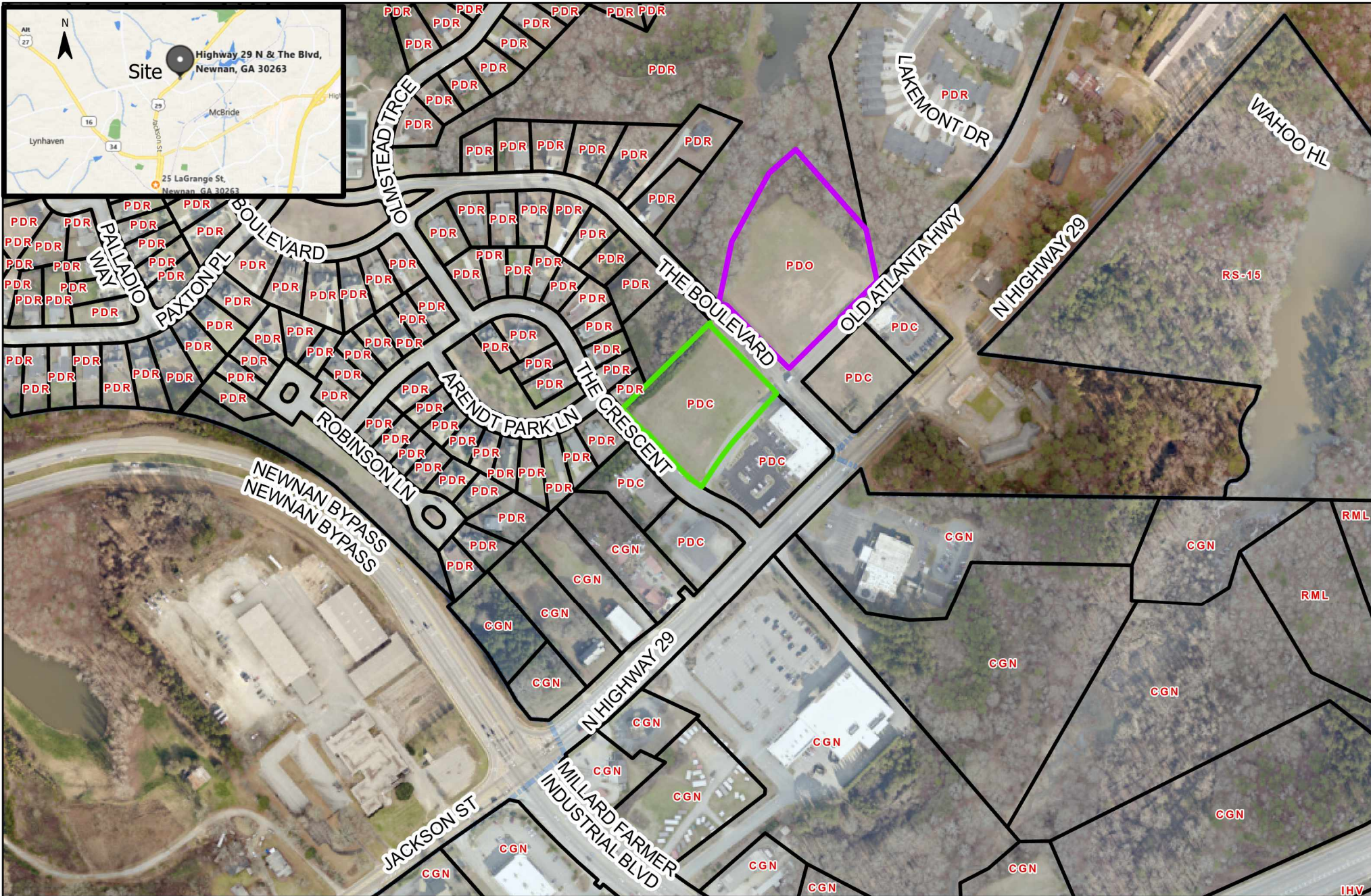
- A. Approve the rezoning request as submitted
- B. Approve the rezoning request with conditions
- C. Deny the rezoning request

ATTACHMENTS:

Application for Rezoning
Location Map
Service Provider Comments

FUNDING: N/A

PREVIOUS DISCUSSION WITH COUNCIL: March 14, 2023



CITY OF NEWNAN



CITY OF NEWNAN
PLANNING DEPT.
25 LAGRANGE STREET
NEWNAN, GEORGIA 30263
www.cityofnewnan.org

Project Location

1 = 4,200 feet

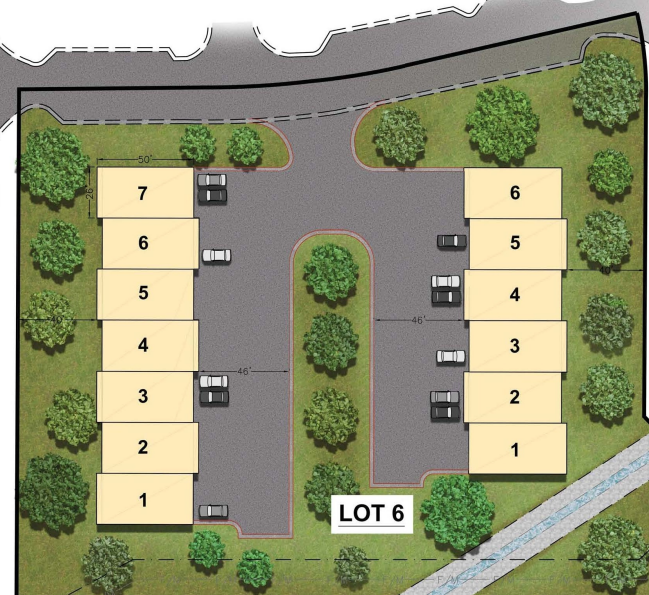
Date: 2/27/2023 12:50 PM



City Limits

Parcel #	Current Zoning
073C 045	 PDO
073C 044	 PDC

ADDRESS
OLD ATLANTA HWY
Newnan, GA 30263



SITE DATA:

- SITE AREA: LOT 6- 1.99 AC., LOT 7- 3.83 AC.
- EXISTING ZONING: LOT 6- PDC, LOT 7- PDO
- PROPOSED ZONING: PDR (PLANNED RESIDENTIAL)
- PROPOSED NO. OF UNITS: 36 (CONDOMINIUM)
- PROPOSED UNITS: 26'X50'
- MAX. 35' BUILDING HEIGHT OF PRINCIPLE STRUCTURE
- MIN. DISTANCE BETWEEN BUILDINGS: 10'
- MIN. LANDSCAPED AREA: 10% (ACTUAL: 50%)
- DENSITY: 6.19 UNITS/AC.
- NO. OF FRONT DRIVEWAY UNITS: 7
- NO. OF REAR DRIVEWAY UNITS: 29
- PARKING: 2 PER DWELLING UNIT (72 SPACES) + 6 GUEST SPACES
- WATER & SEWER WILL BE PROVIDED BY NEWNAN UTILITIES.



EXISTING TREES & SHRUBS TO REMAIN ALONG THE BOULEVARD



BLACK OAK (BO)



RED MAPLE (RM)



CREPE MYRTLE (CM)



CHINESE SILVERGRASS (CS)



ENCORE AZALEA (EA)



CHINA ROSE (CR)



DWARF BURFORD HOLLY (DB)

LANDSCAPING NOTES

1. CONTACT THE PLANNING DEPARTMENT AT (770) 254-2354 TO ARRANGE A PRE-CONSTRUCTION CONFERENCE WITH THE CITY LANDSCAPE ARCHITECT PRIOR TO ANY LAND DISTURBANCE.
2. ALL TREE PROTECTION MEASURES SHALL BE INSTALLED AND INSPECTED PRIOR TO THE START OF ANY LAND DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED. CALL THE PLANNING DEPARTMENT AT (770) 254-2354 FOR AN INSPECTION BY THE CITY LANDSCAPE ARCHITECT. NO PARKING, STORAGE, OR ANY OTHER CONSTRUCTION ACTIVITIES ARE TO OCCUR WITHIN TREE PROTECTION AREAS.
3. A MAINTENANCE INSPECTION OF TREES WILL BE PERFORMED AFTER TWO FULL GROWING SEASONS FROM THE DATE OF THE FINAL CONSTRUCTION INSPECTION. PROJECT OWNERS AT THE TIME OF THE MAINTENANCE INSPECTION ARE RESPONSIBLE FOR ORDINANCE COMPLIANCE. 4. NO TREES, SHRUBS, OR ANY TYPE OF WOODY VEGETATION IS TO BE PLANTED ON A POND EMBANKMENT.

NOTE

"THE APPROVAL OF THESE PLANS AND THE ISSUANCE OF THIS LAND DISTURBANCE PERMIT DOES NOT IN ANY WAY SUGGEST THAT ALL OTHER REQUIREMENTS FOR THE LEGAL OR APPROPRIATE OPERATIONS FOR THIS ACTIVITY, WHICH MAY REQUIRE ADDITIONAL PERMITTING, HAVE BEEN MET. THE OWNER IS ON THE OWNER'S RESPONSIBILITY TO DISCOVER WHAT ADDITIONAL PERMITTING OR APPROVALS MAY BE NECESSARY TO OBTAIN FROM THE POINT IN AN APPROPRIATE AND LEGAL MANNER. PLAN APPROVAL OR PERMIT ISSUANCE DOES NOT ABSOLVE THE APPLICANT FROM COMPLYING WITH ALL APPLICABLE LAWS, STANDARDS, OR OTHER PERMITS WHICH MAY BE REQUIRED FOR THE PROJECT."



TREE DENSITY CALCULATIONS:

REQUIRED SITE DENSITY FACTOR (SDF)

TOTAL SITE AREA = 5.82 AC. (LOT 6: 1.99 AC, LOT 7: 3.83 AC)

REQUIRED SITE DENSITY FACTOR = 16 UNITS PER ACRE

LOT 6: SDF = 1.99 X 16 = 31.8

LOT 7: SDF = 3.83 X 16 = 61.3

CREDIT FOR TREES SAVED (EDF) = 35.8 TDU'S (LOT 6: 15.7 TDU'S, LOT 7: 35.1 TDU'S)

LOT 6: SDF - EDF = 16.1 - 15.7 = 0.4 RDU

LOT 7: SDF - EDF = 61.3 - 35.1 = 26.2 RDU

TOTAL NEW UNITS PROVIDED = 16.2 UNITS (SEE PLANT LIST)

LOT 6: 10 UNITS

LOT 7: 6 UNITS

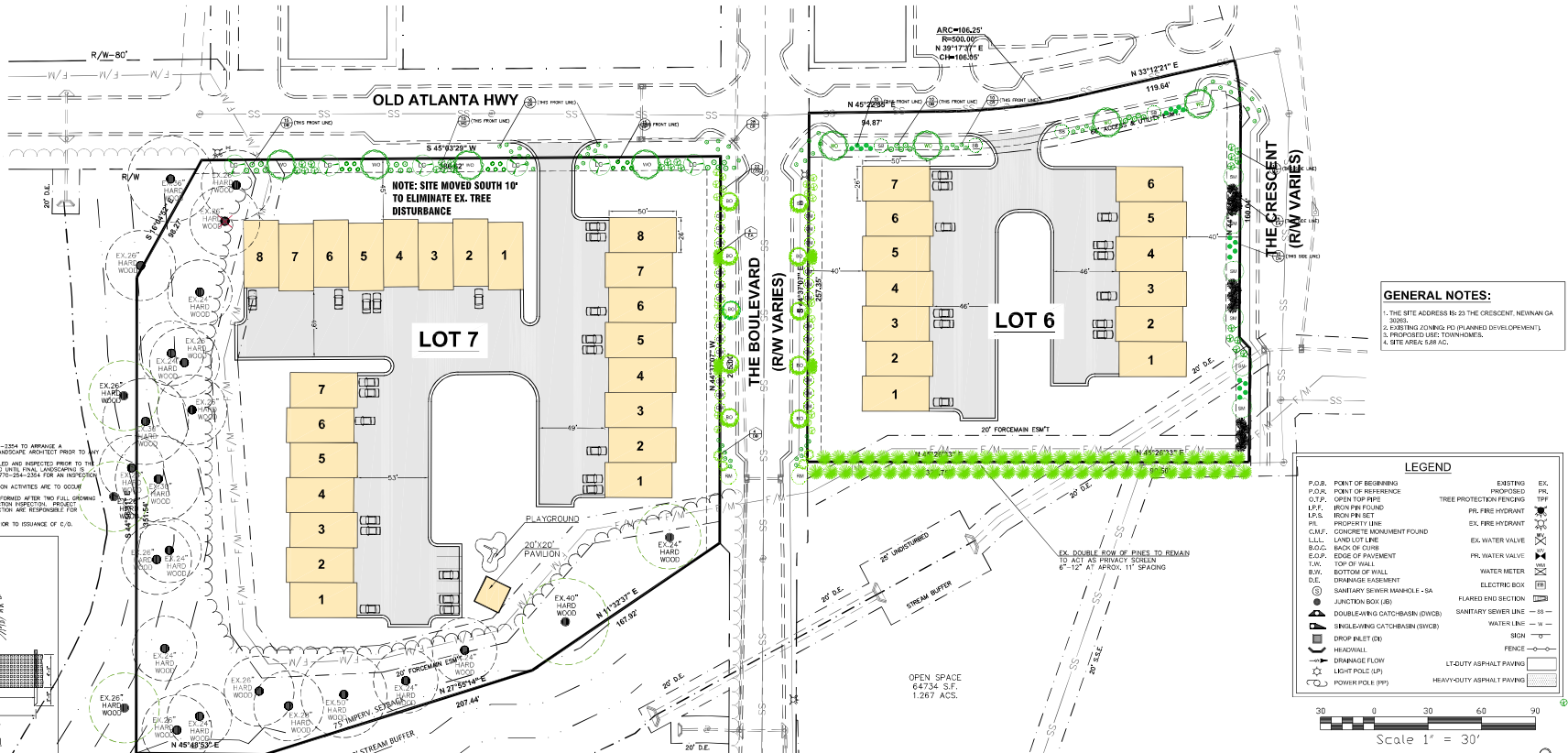
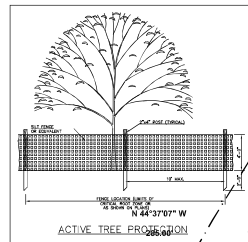
LOT 6 & 7 PLANT LIST

SYM.	PLANT NAME	#	CALIPER	SPACING UNITS	TOTAL UNITS
TREES					
OVERSTORY TREES					
SM	SUGAR MAPLE/ACER SACCHARUM	6	2.5" CAL./8" HIGH	35 FT.	0.8 4.8
WO	WILLOW OAK / QUERCUS PHellos	8	2.5" CAL./12" HIGH	35 FT.	0.8 6.4
UNDERSTORY TREES					
LC	LEYLAND CYPRESS/CUPRESSUS PARIS LEYLANDI	6	6" HIGH	35' FT.	0.8 4.8
AL	ALB. CRYPTOMERIA / CRYPTOMERIA JAPONICA				
SB	SERVICEBERRY/AMELANDIER ARDORICA	4	6" HIGH	AS SH.	0.5 2.0
					TOTAL UNITS = 18.0 UNITS
					LOT 6 = 10.0 UNITS
					LOT 7 = 8.0 UNITS
24 REPLACEMENT TREES - 40% ONE SPECIES OR 8 MAX.					
SHRUBS/EVERGREEN GROUNDCOVERS					
		#	SIZE	SPACING	
LARGE SHRUBS					
DB	DWF. BURFORD HOLLY/ILEX CORNUTA NANA	25	3 gal./2" HIGH	5'	
VP	VARI-GATED PITTOSPORUM/PITTOSPORUM TORIA	15	3 gal./2" HIGH	5'	
MD	ADJO. MISCANTHUS GRASS	25	5 gal./3" HIGH	5'	
MEDIUM SHRUBS					
EA	ENCORE AZALEA/RHODODENDRON HYBRID AZALEA	15	3 gal./18" HIGH	4'	
CH	CARISSA HOLLY/ILEX CORNUTA "CARISSA"	20	3 gal./18" HIGH	4'	
OR	CHINA ROSE/ROSA X ODOGATA "MULTIBLUS"	26	3 gal./18" HIGH	4'	

* INDICATES DECIDUOUS SHRUB

TREE PROTECTION NOTES

1. CONTACT THE PLANNING DEPARTMENT AT (770) 254-2354 TO ARRANGE A PRE-CONSTRUCTION CONFERENCE WITH THE CITY LANDSCAPE ARCHITECT PRIOR TO ANY LAND DISTURBANCE.
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4. A LANDSCAPE REPLACEMENT BOND IS REQUIRED PRIOR TO ISSUANCE OF C/O.



REV. DATE: DESCRIPTION:

PROJECT: MANOR AT AVERY PARK

SHEET: TREE MANAGEMENT PLAN

DATE: 02-27-23

DRAWN BY: GPH

SCALE: 1" = 30'

SHEET

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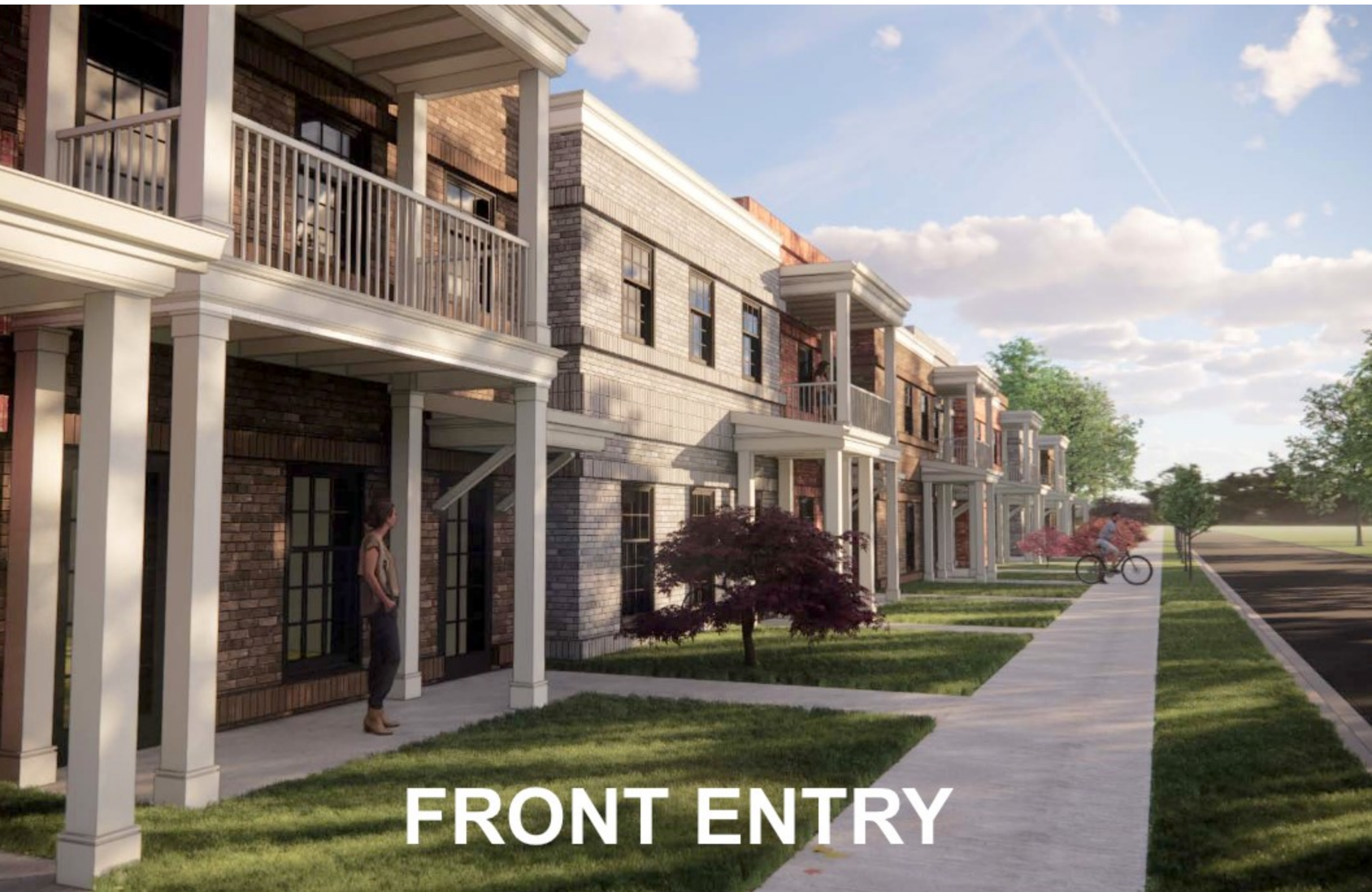
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FRONT ENTRY



FRONT ENTRY



FRONT ENTRY





HORNE & GRIFFIS, P.C.
32 South Court Square, P.O. Box 220
Newnan, Georgia 30264
www.newnanlaw.com

MELISSA D. GRIFFIS (GA, AL)

Telephone (770) 253-3282
Fax (770) 251-7262
Email: melissa@newnanlaw.com

February 27, 2023

HAND DELIVERY

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

RE: Application of Freedom Land Holdings, LLC to Amend the Zoning Ordinance
Approximately 5.82± Acres located at Old Hwy. 85, Lots 6 and 7, The Village at Avery Park, Newnan, Georgia

Dear Ms. Dunnavant:

Freedom Land Holdings, LLC, ("Freedom"), the Applicant in the above-described property ("the Property") in the City of Newnan, Georgia, hereby makes this application to amend the zoning ordinance, to allow rezoning of the approximate 5.82 +/- acres to be rezoned from PDC and PDO to PDR.

As noted on the "Application to Amend Zoning Text" form enclosed herewith, the Property is the best location for a PDR zoning as it is a prime location for a good transition between the offices and residential that already exist at Avery Park. The rezoning will allow for development of this property that has been undeveloped and will help in connecting the area by offering different residential options. The PDR zoning will be beneficial to the business owners and residents not only at The Property, but also the surrounding area.

As you will see on the attached conceptual plan, this zoning request allows the opportunity for residential development in an area that has been undeveloped for many years. This will be a wonderful addition of opportunities for the community to enjoy as well. Also, as you will see on the attached renderings, all storm water will now be underground and the exteriors are consistent with the commercial and office developments that they are adjacent to. The extra brick which exceeds the requirements of the ordinance allows for a very attractive streetscapes as one transitions from the Community Section of Avery Park to the Residential Section.

There are many proffered conditions in the attached zoning application packet. Please also see all attached plans, profiles, elevations, pictures and other demonstrative materials submitted or also to be considered as proffered conditions. The proposed amendment will facilitate the smart growth and development that is expected in the City of Newnan.

For the reasons stated above, Freedom believes that this application is not only consistent with, but advances the intent of the City of Newnan Zoning Ordinance.

Freedom has, at attached Tabs (1) through (14) included all materials required per the Application Form and applicable Ordinance provision. As always, should you have any questions about the material submitted, or should you require additional information, please do not hesitate to contact me. Freedom, as Applicant and myself as counsel for Freedom, look forward to working with you and your staff as you review and analyze the enclosed Application.

I look forward to receiving the Planner's Recommendation in the near future.

Yours Truly,



Melissa D. Griffis

For Freedom Land Holdings, LLC

MDG/bs
Enclosure(s)

cc: Mr. James Nicholson

TAB 1

Application to Amend the Zoning Map



CITY OF NEWNAN, GEORGIA
Planning & Zoning Department

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

APPLICATION TO AMEND ZONING MAP

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

Name of Applicant Freedom Land Holdings, LLC

Mailing Address 140 Village Circle, Senoia, GA 30276

Telephone (404) 725-2237 Email: james.nicholson@jeffindseycommunities.com

Property Owner (Use back if multiple names) 10 The Boulevard, LLC

Mailing Address c/o Sellmar Property Management, 101 Swanson Ridge, Peachtree City, GA 30269

Telephone _____

Address/Location of Property Lots 6 and 7 The Village at Avery Park

Tax Parcel No.: 073C 044 and 073C 045 Land Lot 72

District/Section 5th Size of Property (Square Feet or Acres) 5.82 acres

Present Zoning Classification: PDC and PDO Proposed Zoning Classification: PDR

Present Land Use: undeveloped land

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

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable The current zoning has been in place for numerous years without success of development. By amending the zoning to PDR, it will allow for consistent development of a residential option within Avery Park.

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made _____

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions? The adjoining property was developed, but this property has remained undeveloped as initially proposed for numerous years. The property is a suitable location for a residential option that will be down zoning from what could currently be built on the property.

Application to Amend Zoning Map

City of Newnan, Georgia

Please attach all the following items to the completed application:

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

11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.

12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:

☐	Single-Family Application	\$500.00/Plus \$15.00 Per Acre
☒	Multi-Family Application.....	\$500.00/Plus \$25.00 Per Acre
☐	Office/Institutional Application.....	\$500.00/Plus \$15.00 Per Acre
☐	Commercial Application.....	\$500.00/Plus \$25.00 Per Acre
☐	Industrial Application	\$500.00/Plus \$15.00 Per Acre
☐	MXD.....	\$500.00/Plus \$25.00 Per Acre
		For multi-family and \$15.00 Per Acre for CBD

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

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

Sworn to and subscribed before me this

FREEDOM LAND HOLDINGS, LLC

9th day of February, 2023

Signature of Applicant

Notary Public

(Affix Raised Seal Here)

FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE 1-12-2023

RECEIVED BY Chris Cole

DATE OF FILING 2-27-2023

FILING FEE RECEIVED \$ 645.75

DATE OF NOTICE TO NEWSPAPER _____

DATE OF PUBLIC HEARING _____

PLANNING COMMISSION RECOMMENDATION (DATE) _____

DATE OF TRANSMITTAL TO CITY COUNCIL _____

CITY COUNCIL DECISION (DATE) _____

TAB 2

Names and Addresses of All Property Owners Within 250' Feet

Parcel 073C 044

10 THE BOULEVARD LLC
C/O SELLMER PROPERTY MGMT
PEACHTREE CITY, GA 30269

12 THE CRESCENT JHJ LLC
c/o TANNEF
SUITE 6-3081 1000 PEACHTREE IND.
SUWANEE, GA 30024

AVERY PARK COMMUNITY ASSOC.
1465 NORTHSIDE DR I STE 1281
ATLANTA, GA 30318

EVANS, DARRIN L.
23 THE CRCS
NEWNAN, GA 30263

FECKOURY MICHELE
38 THE CRESCENT
NEWNAN, GA 30263

HELTON RAYMOND E & KRISTI L
69 THE BLVD
NEWNAN GA 30263

HERNANDEZ INDHIRA & WILKING REYEE
65 THE BLVD
NEWNAN, GA 30263

IH3 PROPERTY GEORGIA LP
C/O INVITATION HOMES & TAX
SUITE 2000/171 MAIN ST
DALLAS, TX 75201

NEWNA FIRST RETAIL, LLC
459 MILLARD FARMER IND. BLVD.
NEWNAN, GA 30263

JENSEN BRIAN
29 THE CRES
NEWNAN, GA 30263

KHWAISH RAINA LLC
10 THE CRESCENT
NEWNAN, GA 30263

MARIN PROPERTIES LLC
116 VININGS TRCE
NEWNAN GA 30263

NELMS BRIAN K & BRANDY A
43 THE CRES
NEWNAN, GA 30265

NEWNAN AUTO BODY & GLASS & RPR.
484 US HIGHWAY 29 NORTH
NEWNAN, GA 30263

CRAIN ELIZABETH
1015 WAHOO HILL
NEWNAN, GA 30263

NEWNAN-COWETA HUMANE SOC.II
608 N HWY 29
NEWNAN, GA 30263

PEACE JEFFREY S & LISA W PEACE
32 THE CRES
NEWNAN, GA 30263

AVERY PARK COMMUNITY ASSC.
#128 / 1465 NORTHSIDE DR.
ATLANTA, GA 30318

PROGRESS RESIDENTIAL BORROWER 1
PO BOX 4090
SCOTTSDALE, AZ 85261

SALVANERA NOEL & REBECCA ANN
39 THE CRESCENT
NEWNAN, GA 30263

THETFORD ROBERT T JR
4 ARENDT PARK LN
NEWNAN, GA 30263

TORTORELLA MICHAEL L & KRISTINE K
16 ARENDT PARK LN
NEWNAN, GA 30264

TRANS VAUGHN DEVELOPMENT
P O BOX 719
NEWNAN, GA 30264

TRANS-VAUGHN DEVELOP. CORP
P O BOX 719
NEWNAN, GA 30263

TROUTMAN GROUP INC
185 GOLFVIEW CLUB DR
NEWNAN, GA 30263

WISE JASON DANIEL & ERIN F VISE
33 THE CRESCENT
NEWNAN, GA 30263

Parcel 073C 045

10 THE BOULEVARD LLC
C/O SELLMER PROPERTY MGMT
PEACHTREE CITY, GA 30269

HELTON RAYMOND E & KRISTI L
69 THE BLVD
NEWNAN, GA 30263

NEWNAN-COWETA HUMANE SOC.
608 N HWY 29
NEWNAN, GA 30263

AVERY PARK COMMUNITY ASSOC.
1465 NORTHSIDE DR I STE 128
ATLANTA, GA 30318

HERNANDEZ INDHIRA & WILKING REYEE MARIN PROPERTIES LLC
65 THE BLVD
NEWNAN, GA 30263

TROUTMAN GROUP INC
185 GOLFVIEW CLUB DR
NEWNAN, GA 30263

AVERY PARK COMMUNITY ASSOC.
#1281 1465 NORTHSIDE DR
ATLANTA, GA 30318

116 VININGS TRCE
NEWNAN, GA 30265

Parcel 073C 041

10 THE BOULEVARD LLC
SELLMER PROPERTY MGMT
PEACHTREE CITY, GA 30269

12 THE CRESCENT JHJ LLC
c/o TANNEF
SUITE 6-308/ 1000 PEACHTREE IND.
SUWANEE, GA 30024

JACKSON STREET STATION LLC
SUITE 201/1775 GRAHAM AVE
HENDERSON, NC 27536

KHWAISH RAINA LLC
10 THE CRESCENT
NEWNAN, GA 30263

MARIN PROPERTIES LLC
116 VININGS TRCE
NEWNAN, GA 30265

NEWNAN AUTO BODY & GLASS REPAI
484 US HIGHWAY 29 NORTH
NEWNAN, GA 30263

PINKY INC
29 OVERBROOK CT
NEWNAN, GA 30263

THETFORD ROBERT T JR
4 ARENDT PARK LN
NEWNAN, GA 30263

TRANS VAUGHN DEVELOPMENT
P O BOX 719
NEWNAN, GA 30264

TAB 3

Legal Description of the Property

DOCH# 019083
FILED IN OFFICE
10/13/2017 11:50 AM
BK:4611 PG:662-662
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

✓ RETURN TO:
GLOVER & DAVIS, P.A.
P.O. DRAWER 1038
NEWNAN, GA 30264

Cindy G. Brown
REAL ESTATE TRANSFER TAX
PAID: \$120.00 ✓

LIMITED
WARRANTY DEED

FT-61 038-2017-005996

STATE OF GEORGIA
COUNTY OF COWETA

FILE #: 2017-0598

THIS INDENTURE made this 11th day of October, 2017, between Cygnus GA, LLC, a Georgia Limited Liability Company, as party or parties of the first part, hereinafter called Grantor, and 10 The Boulevard, LLC, a Georgia Limited Liability Company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that certain tract or parcel of land situate lying and being in Land Lot 72 of the 5th Land District of the City of Newnan, Coweta County, Georgia, being Lots 6 and 7 of The Village Center at Avery Park Subdivision, as per plat of record at Plat Book 70, Pages 200-203, Coweta County, Georgia Records. Reference to said plat is hereby made for a more complete and accurate description of said Lots 6 and 7.

TOGETHER WITH the easements contained in that certain General Warranty Deed from F&H Investment Company, L.L.C., a Georgia limited liability company, to Peachtree City Holdings, L.L.C., a Georgia limited liability company, dated as of August 24, 1998, recorded in Deed Book 1287, Page 362, Coweta County, Georgia Records; and

ALSO TOGETHER WITH those easement rights arising under that certain Declaration of Covenants, Conditions and Restrictions for The Village Center at Avery Park by Peachtree City Holdings, L.L.C., a Georgia limited liability company, dated January 31, 2000, recorded in Deed Book 1485, Page 695, Coweta County, Georgia Records.

The above-described property is conveyed subject to the following:

- (1) Declaration of Covenants, Conditions and Restrictions for The Village Center at Avery Park, recorded at Deed Book 1485, Page 695, Coweta County, Georgia Records, and any amendments thereto.
- (2) All matters as shown on plat of record at Plat Book 70, Pages 200-203; and Plat Book 67, Page 123, Coweta County, Georgia Records.
- (3) Right of Way Easement to Transcontinental Gas Pipe Line Corporation recorded at Deed Book 55, Page 416, Coweta County, Georgia Records; and Amendment to Right of Way Agreement recorded at Deed Book 219, Page 233, aforesaid records.
- (4) Right of Way Easement Agreement in favor of Vyvx, Inc., recorded at Deed Book 1190, Page 507, Coweta County, Georgia Records.
- (5) Water/Sewer Easement in favor of The City of Newnan and Newnan Water & Light Commission, recorded at Deed Book 1143, Page 127, Coweta County, Georgia Records.
- (6) Right of Way Deed to the City of Newnan, Georgia, recorded at Deed Book 1485, Page 690, Coweta County, Georgia Records.
- (7) Rights of tenants or parties in possession.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:

Cygnus GA, LLC
A Georgia Limited Liability Company

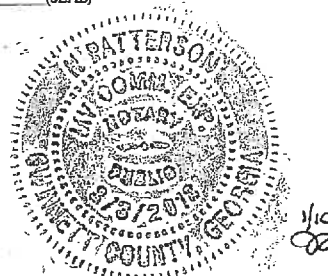
By: _____ (SEAL)
Andy Cummings, Manager

Witness

Notary Public

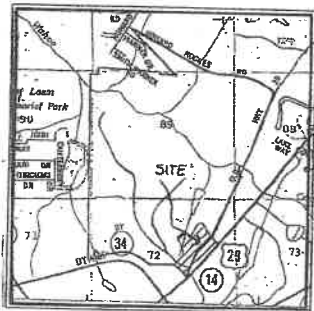
My Commission Expires:

(SEAL)



TAB 4

Certified Plat



VICINITY MAP

FILED IN OFFICE
CLERK OF
SUPERIOR COURT/JUVENILE
COURT

2001 JUN 31 AM 9:08

C. GRIFFITHS, CLERK

FINAL SUBDIVISION PLAT FOR **THE VILLAGE CENTER AT AVERY PARK**

LAND LOT 72 * 5th DISTRICT
CITY OF NEWNAN * COWETA COUNTY, GEORGIA

OWNER/DEVELOPER
PATHWAY COMMUNITIES
P.O. BOX 2007
200 WESTPARK DRIVE, SUITE 300
PEACHTREE CITY, GEORGIA 30260

24 HOUR CONTACT
MS. LEANN WADDELL
770-487-8585

ENGINEER/SURVEYOR
ROCHESTER & ASSOCIATES, INC.
425 OAK STREET, N.W., GAINESVILLE, GEORGIA 30501
ATLANTA: 770-718-0600 * FAYETTEVILLE: 770-716-8123 *
GAINESVILLE: 770-534-5106
SURVEYOR: MARK A. BUCKNER
ENGINEER: JOHN A. BONANNO

OWNER'S CERTIFICATION:

STATE OF GEORGIA, COUNTY OF COWETA
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS
SUBSCRIBED HEREIN, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT
CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY; THAT ALL
STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS
LAND HAVE BEEN PAID, AND DEDICATES TO THE USE OF THE PUBLIC FOR
EVERY ALL STREETS, DRAINAGE WAYS AND EASEMENTS SHOWN HEREON AND
OTHER DEDICATES TO THE PUBLIC FOREVER OR RESERVES FOR PURCHASE
BY THE CITY ALL PUBLIC GROUNDS AS INDICATED ON THE PLAT, FOR THE
PURPOSES AND CONSIDERATION HEREAFTER EXPRESSED.

AGENT _____ DATE _____

OWNER *Wayne A. Bonanno* DATE *11/1/01*

ENGINEER OR SURVEYOR CERTIFICATE:

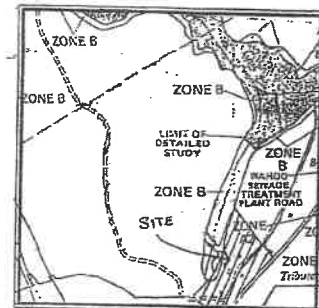
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS
PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER
MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST
AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN;
AND THAT ALL ENGINEERING REQUIREMENTS OF THE LAND SUBDIVISION
REGULATIONS OF THE CITY OF NEWNAN, GEORGIA HAVE BEEN FULLY
COMPLIED WITH.

BY _____

REGISTERED C.E. No. 22929

BY *Mark A. Buckner*

REGISTERED
GEORGIA LAND SURVEYOR No. 2422



A PORTION OF THIS PROPERTY IS LOCATED
IN A FLOOD HAZARD AREA AS PER
F.I.R.M. FLOOD INSURANCE RATE MAP
FOR THE CITY OF NEWNAN,
COWETA COUNTY, GEORGIA.
COMMUNITY PANEL No. 130298 0120A
EFFECTIVE AUGUST 2, 1982.
ZONE B

PLANNING DEVELOPMENT CERTIFICATE:

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF NEWNAN,
GEORGIA, ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS
FINAL PLAT WAS GIVEN FINAL APPROVAL BY THE NEWNAN PLANNING COMMISSION
AT ITS MEETING ON *01-11-00* BY *John A. Bonanno* SECRETARY, PLANNING COMMISSION

DATE *01-11-00* BY *John A. Bonanno* SECRETARY, PLANNING COMMISSION

CITY COUNCIL CERTIFICATE:

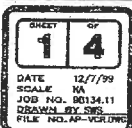
ALL STREET RIGHTS-OF-WAY AND THE IMPROVEMENTS THEREIN AND ANY
CATCH BASINS, JUNCTION BOXES, STORM DRAINAGE PIPE, EASEMENTS, OTHER
STRUCTURES OR AREAS OUTSIDE OF SAID STREET RIGHTS-OF-WAY (EXCLUDING
DITCHES AND OTHER OPEN DRAINAGEWAYS), WHICH STRUCTURES OR
AREAS ARE SPECIFICALLY INDICATED ON THIS PLAT AS BEING DEDICATED TO
THE PUBLIC, ARE HEREBY ACCEPTED.

DATE *01-25-00* BY *John A. Bonanno* CITY MANAGER

THE FIELD DATA UPON WHICH THIS PLAT IS BASED
HAS A CLOSURE PRECISION OF ONE FOOT IN
43,287 FEET AND AN ANGULAR ERROR OF
0.4 SECONDS PER ANGLE AND WAS ADJUSTED
USING THE COMPASS RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE
AND IS FOUND TO BE ACCURATE WITHIN ONE
FOOT IN *418,623* FEET.
TOPCON GTS-313 USED FOR ANGULAR AND
LINEAR MEASUREMENTS.

THIS PLAT IS FOR THE EXCLUSIVE USE OF PATHWAY
COMMUNITIES. ANY USE BY THIRD PARTIES IS AT THEIR
OWN RISK.

JOB NO. G198134.011-2514



THIS PLAT IS NOT VALID UNLESS
IT BEARS THE ORIGINAL SIGNATURE
OF THE REGISTRANT ACROSS
THE REGISTRANT'S SEAL.

NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT FOR
**THE VILLAGE CENTER
AT AVERY PARK**
LOCATED IN
LAND LOT 72 * 5th DISTRICT * CITY OF NEWNAN
COWETA COUNTY, GEORGIA



LEGEND

- AE - ACCESS EASEMENT
- AF - ANGLE FROM FOUND
- AKA - ALSO KNOWN AS
- BC - BACK OF CURB
- BL - BUILDING SETBACK LINE
- BWP - BARBED WIRE FENCE
- C&G - CURB & GUTTER
- CT - CROWN TOP PIPE
- CI - CURB INLET
- CL - CENTER LINE
- CLF - CHAIN LINK FENCE
- CMF - CONCRETE MONUMENT FOUND
- CMR - CORRUGATED METAL PIPE
- CNS - CONCRETE NAIL SET
- CONC - CONCRETE
- CORPS - U.S. ARMY CORPS OF ENGINEERS
- DB/PO - DEED BOOK, PAGE
- DE - DRAINAGE EASEMENT
- DI - DROP INLET
- DIP - DUCTILE IRON PIPE
- DWOB - DOUBLE-WING CATCH BASIN
- EASE - EASEMENT
- EP - EDGE OF PAVEMENT
- FTE - FINISHED FLOOR ELEVATION
- FI - FIRE HYDRANT
- FM - FORMECHAN
- G - GAS LINE
- GM - GAS METER
- GP - GUY POLE
- GV - GAS VALVE
- GW - GUY WIRE
- HC - HANDICAP PARKING SPACE
- HW - HEADWALL
- HWF - HOOD WIRE FENCE
- IFF - IRON PIN FOUND
- IPS - IRON PIN SET (1/2" R/B)
- JB - JUNCTION BOX
- LL - LAND LOT
- ULL - LAND LOT LINE
- LP - LIGHT POLE
- MH - MANHOLE
- MON - MONUMENT
- N/F - NOW OR FORMERLY
- OCS - OUTLET CONTROL STRUCTURE
- OT - OPEN TOP PIPE
- P - POWER LINE
- P/T - POWER & TELEPHONE LINE
- PAV - PAVEMENT
- PBX - POWER BOX
- P.E. - PEDESTRIAN ACCESS (INGRESS)
- EGRESS EASEMENT
- R - PROPERTY LINE
- RIA - POWER METER
- POB - POINT OF BEGINNING
- PP - POWER POLE
- PTP - POWER & TELEPHONE POLE
- PVC - POLYVINYLCHLORIDE PIPE
- RB - REINFORCING IRON BAR
- POP - REINFORCED CONCRETE PIPE
- R/W - RIGHT OF WAY
- SS- - SANITARY SEWER LINE
- SE - SANITARY SEWER EASEMENT
- SF - SQUARE FEET
- SW - SIDEWALK
- SWCB - SINGLE-WING CATCH BASIN
- TBM - TEMPORARY BENCHMARK
- TBX - TELEPHONE BOX
- TF - TRANSFORMER
- TMH - TELEPHONE MANHOLE
- TP - TELEPHONE POLE
- TPOB - TRUE POINT OF BEGINNING
- T- - TELEPHONE LINE
- UE - UTILITY EASEMENT
- UGP - UNDERGROUND POWER
- UGT - UNDERGROUND TELEPHONE
- VCP - VITRIFIED CLAY PIPE
- WE - WATER EASEMENT
- WI - WEIR INLET
- W- - WATER LINE
- WM - WATER METER
- WMH - WATER MANHOLE
- WV - WATER VALVE
- ① - NUMBER OF PARKING SPACES (INCLUDES HC SPACES SHOWN)

FILED IN OFFICE
CLERK OF
SUPERIOR/STATE/JUVENILE
COURT

2000 JAN 31 AM 9:08

COUNTY CLERK, GA.
JOAN G. GRIFFIES, CLERK

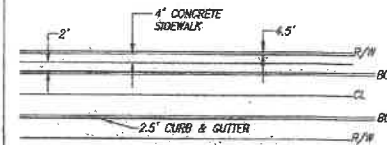
CENTERLINE CURVE DATA

CURVE	ARC	RADIUS	DELTA	TANGENT	DEGREE OF CURVE	BEARING	CHORD
C1	58.63'	200.00'	16°13'23"	28.51'	28°38'52"	N52°43'48"W	58.44'
C2	66.91'	233.00'	16°27'13"	33.69'	24°35'28"	N52°36'53"W	66.68'

LOT DATA TABLE

LINE/CURVE	BEARING	CHORD	ARC	RADIUS
1	N89°45'00"W	32.60'	36.23'	23.00'
2	S00°24'43"W	32.54'	36.15'	23.00'
3	N89°35'17"W	32.51'	36.10'	23.00'
4	N44°37'07"W	15.57'		
5	N52°43'48"W	65.75'	65.97'	233.00'
6	N60°50'30"W	73.47'		
7	N58°49'04"W	14.13'	14.13'	200.00'
8	N50°35'28"W	43.22'	43.31'	200.00'
9	N89°23'17"W	11.31'		
10	N44°23'17"W	24.53'		
11	N44°23'17"W	83.12'		
12	S45°36'43"W	50.00'		
13	S44°23'17"E	39.82'		
14	S00°38'43"W	11.31'		
15	S45°55'21"E	14.25'	14.25'	266.00'
16	S54°08'58"E	62.00'	62.14'	266.00'
17	S60°50'30"E	73.47'		
18	S52°43'48"E	47.13'	47.29'	167.00'
19	S44°37'07"E	15.45'		
20	S00°24'43"W	32.54'	36.15'	23.00'
21	S00°22'53"W	11.31'		
22	S44°37'07"E	60.85'		
23	S38°54'00"E	66.37'		
24	S45°10'22"W	68.37'		
25	S45°26'33"W	43.76'		
26	S45°26'33"W	112.00'		

SIDEWALK DETAIL



A MINIMUM 4" SIDEWALK IS REQUIRED AND IS TO BE CONSTRUCTED ON A LOT BY LOT BASIS, BY THE INDIVIDUAL LOT OWNER, PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FROM THE CITY COUNCIL.

AREA SUMMARY

LOT AREA = 10.469 ACRES
ROAD AREA = 1.221 ACRES
OPEN SPACE AREA = 1.257 ACRES

TOTAL AREA = 12.947 ACRES

PLAN BOOK 70 OF 201

NOTES:

- TOTAL NUMBER OF LOTS = 7
- ZONING: PDC & PDO
- MINIMUM LOT SIZE: 7,250 SQ.FT.
- MAXIMUM LOT COVERAGE: 35%
- FLOOR AREA RATIO: 70%
- MINIMUM DISTANCE BETWEEN BUILDINGS: 20 FEET
- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EVERY PARK RECORDED IN DEED BOOK _____ PAGE _____
- DISTANCES SHOWN HEREON ARE HORIZONTAL
- IRON PIN SET (1/2" REBAR) AT ALL LOT CORNERS, UNLESS NOTED OTHERWISE.
- ISLANDS AND MEDIANS WITHIN PUBLIC RIGHT-OF-WAYS ARE DEDICATED TO THE CITY OF NEWMAN, BUT WILL BE MAINTAINED BY AVERY PARK COMMUNITY ASSOCIATION, INC.
- THE WETLANDS SHOWN ON THIS PLAT ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS. THE OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION.

JOB NO. G198134.011-2514



THIS PLAT IS FOR THE EXCLUSIVE USE OF PATHWAY COMMUNITIES, ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

SHEET	OF
2	4
DATE 12/7/99	
SCALE 1/4" = 1'	
JOB NO. 26134.11	
DRAWN BY JWB	
FILE NO. M-100-1000	

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

NO.	DATE	DESCRIPTION

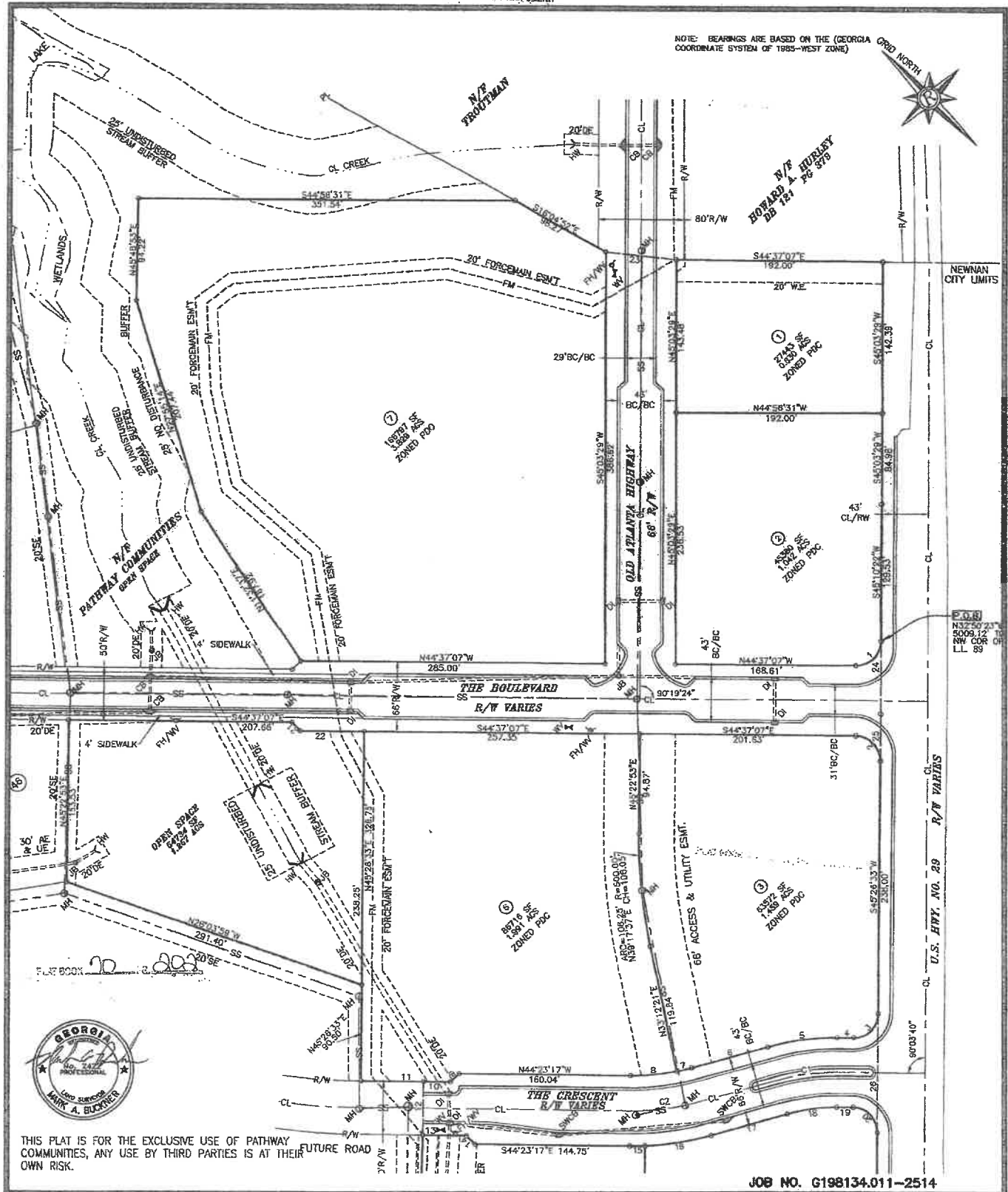
**FINAL SUBDIVISION PLAT FOR
THE VILLAGE CENTER
AT AVERY PARK**

LOCATED IN
LAND LOT 72 + 9th DISTRICT + CITY OF NEWMAN
COWETA COUNTY, GEORGIA

rochester
rochester & associates, inc.
phone (770) 884-0000 - fax (770) 884-0001
Atlanta (404) 438-4300 - phone/fax (770) 884-5200
425 east st., n.w. atlanta, ga. 30601

CLERK OF
SUPERIOR COURT/JUVENIL
COURT
2000 JAN 31 AM 9:09
COWETA COUNTY, GA
JOAN G. GRIFFIES, CLERK

NOTE: BEARINGS ARE BASED ON THE (GEORGIA
COORDINATE SYSTEM OF 1985-WEST ZONE)



JOB NO. G198134.011-2514

DATE 12/7/99
SCALE 1"=90'
JOB NO. 10134-11
DRAWN BY SPS
FILE NO. 10-100000

THIS PLAT IS NOT VALID UNLESS
IT BEARS THE ORIGINAL SIGNATURE
OF THE REGISTRANT ACROSS
THE REGISTRANT'S SEAL.

GRAPHIC SCALE
0 30 60 120'

NO.	DATE	DESCRIPTION

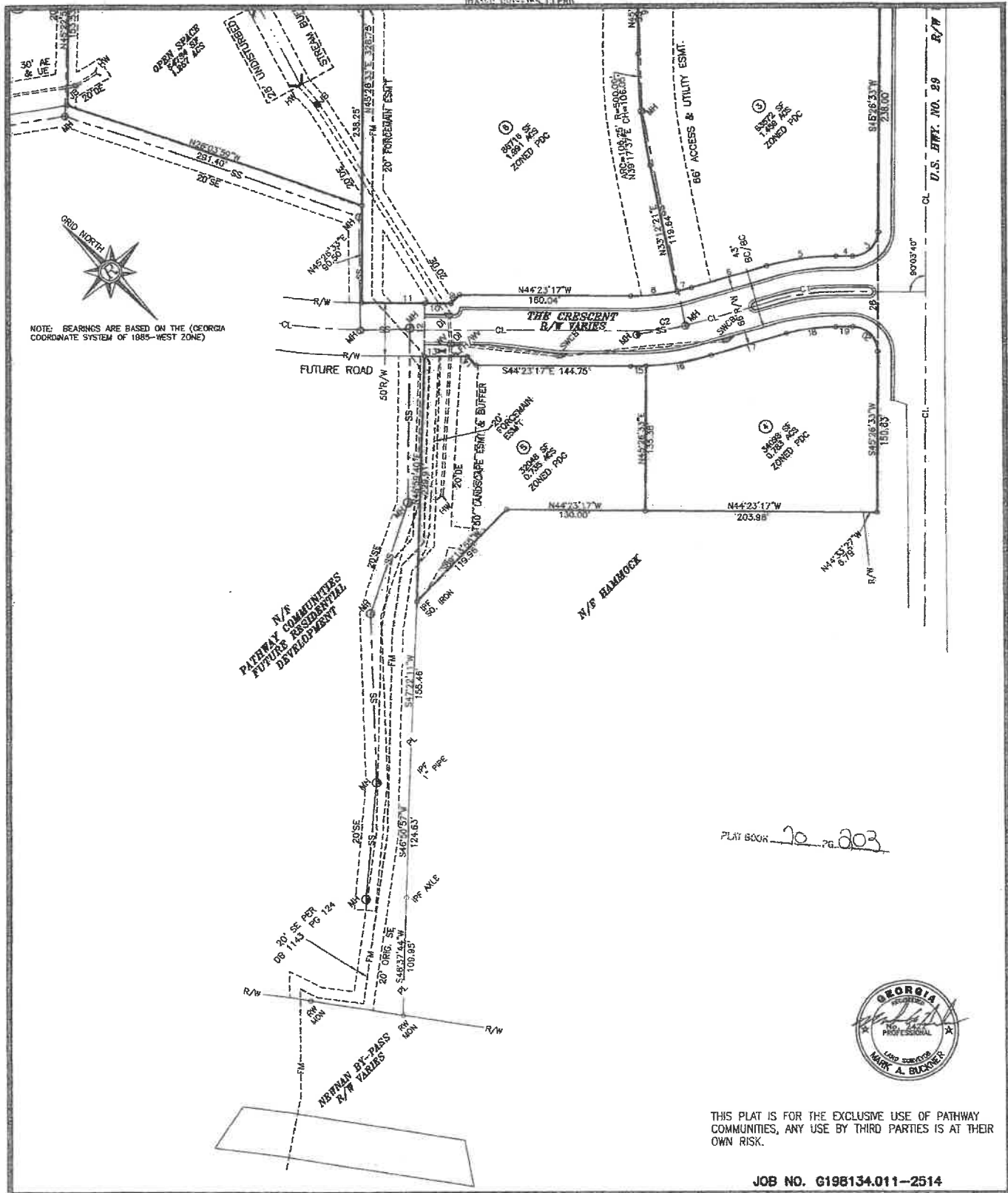
FINAL SUBMISSION PLAT FOR
**THE VILLAGE CENTER
AT AVERY PARK**
LOCATED IN
LAND LOT 72 • 5th DISTRICT • CITY OF NEWMAN
COWETA COUNTY, GEORGIA

rochester
rochester & associates, inc.
phone (770) 780-0580 • fax (770) 780-0222
mobile (770) 465-9795 • gis (770) 465-9796
425 oak st., n.w. atlanta, ga. 30601

FILED
CLERK OF
SUPERIOR COURT
JAN 31 2000

2000 JAN 31 AM 9:10

COWETA COUNTY, GA
JAMES ROBERTS, CLERK



DATE	12/7/99
SCALE	1"=50'
JOB NO.	88134.11
DRAWN BY	200
FILE NO.	AP-VOLONG

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL

GRAPHIC SCALE

0' 30' 60' 120'

NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT FOR
THE VILLAGE CENTER AT AVERY PARK
LOCATED IN
LAND LOT 72 • 5th DISTRICT • CITY OF NEWRIAN
COWETA COUNTY, GEORGIA

rochester
rochester & associates, inc.
atlanta (770) 712-0800 • hartsfield (770) 712-5123
dalton (706) 746-5126 • gainesville (770) 634-0106
425 oak st., s.w. gainesville, ga. 30501

TAB 5

Conceptual Plan



TAB 6

Proffered Conditions



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

The storm water management will be underground. The Applicant shall construct a playground and pavilion area for its residents to enjoy

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

All plans, profiles, elevations and other demonstrative materials included in the application packet are proffered herein

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



Signature of Applicant

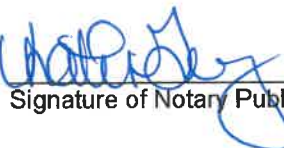
Jeffrey Lindsey, President

Type or Print Name and Title

Signature of Applicant's Representative

Melissa D. Griffis, Attorney

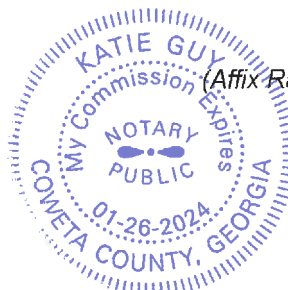
Type or Print Name and Title



Signature of Notary Public

2/9/23

Date



(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

The storm water management will be underground. The Applicant shall construct a playground and pavilion area for its residents to enjoy

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

All plans, profiles, elevations and other demonstrative materials included in the application packet are proffered herein

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

Signature of Applicant

Type or Print Name and Title

Signature of Applicant's Representative

Melissa D. Griffis, Attorney
Type or Print Name and Title

Signature of Notary Public

Date

(Affix Raised Seal Here)



TAB 7

Disclosure of Campaign Contributions and Gifts



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on February 27th, 2023 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

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

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

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

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

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

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

Signature of Applicant

Jeffrey Lindsey, President

Type or Print Name and Title

Signature of Applicant's Representative

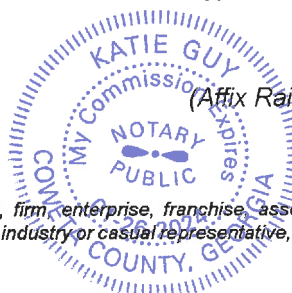
Melissa D. Griffis, Attorney

Type or Print Name and Title

Signature of Notary Public

2/9/23

Date



(Affix Raised Seal Here)

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



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on February 27th, 2023 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

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

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

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

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

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

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

Signature of Applicant

Type or Print Name and Title

Signature of Applicant's Representative

MELISSA D. GRIFFIS, ATTORNEY

Type or Print Name and Title

Signature of Notary Public

Date

(Affix Raised Seal Here)

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

TAB 8

Property Owners Authorizations



City of Newnan, Georgia

Attachment C

Property Owner's Authorization

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

Name of Property Owner 10 The Boulevard, LLC.

Telephone Number _____

Address of Subject Property Lots 6 and 7 The Village at Avery Park

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

Signature of Property Owner

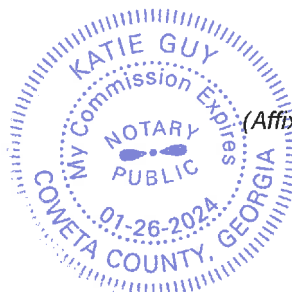
Personally appeared before me

Jeffrey Lindsey

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

Katie Guy
Notary Public

2/9/23
Date



(Affix Raised Seal Here)



City of Newnan, Georgia

Attachment C

Property Owner's Authorization

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

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Telephone Number _____

Address of Subject Property Lots 6 & 7 The Village @ Avery Park

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

 managing member
Signature of Property Owner

Personally appeared before me

Mark A. Lord

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



Notary Public

6/28/22

Date



(Affix Raised Seal Here)

Melissa Griffis

From: Taylor Josey <tjosey@jybrealty.com>
Sent: Friday, February 3, 2023 11:44 AM
To: Melissa Griffis
Subject: FW: Avery Park Commercial Lots Rezoning - 10 The Boulevard, LLC

Melissa-
Below are the approval e-mails for the Avery Park rezoning.

Taylor Josey
Josey, Young & Brady Realty, LLC
75 Jackson Street, Ste 200
Newnan, GA 30263
Cell: 770-652-7469
Office: 770-683-1800
Fax: 770-683-1801
tjosey@jybrealty.com
www.jybrealty.com

From: Ernie Pullano <ernie@cleancare.net>
Sent: Friday, February 3, 2023 11:36 AM
To: Taylor Josey <tjosey@jybrealty.com>
Subject: Re: Avery Park Commercial Lots Rezoning - 10 The Boulevard, LLC

I approve

Sincerely,

Ernest G. Pullano
President

Clean Care of New England
3618 West Shore Road
Warwick, RI. 02886
401-941-9111
401-864-5932 cell
Ernie@cleancare.net

RI Contractor License # 270

CONFIDENTIALITY NOTICE:

This communication (including all attachments) is confidential and is intended for the use of the named addressee(s) only, and may contain information that is private, confidential, privileged, and exempt from disclosure under law. All rights to privilege are expressly claimed and reserved and are not

waived. Any use, dissemination, distribution, copying or disclosure of this message and any attachments, in whole or in part, by anyone other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately, delete this communication from all data storage devices and destroy all hard copies.

On Feb 3, 2023, at 11:13 AM, Taylor Josey <tjosey@jybrealty.com> wrote:

Hi Ernie-

Can we get your approval on the resubmitted rezoning application please? Just respond by e-mail that you approve which will be sufficient for the City of Newnan. Thanks.

Taylor Josey
Josey, Young & Brady Realty, LLC
75 Jackson Street, Ste 200
Newnan, GA 30263
Cell: 770-652-7469
Office: 770-683-1800
Fax: 770-683-1801
tjosey@jybrealty.com
www.jybrealty.com

From: MARK LORD <ARCHER59@msn.com>
Sent: Thursday, February 2, 2023 10:13 AM
To: Taylor Josey <tjosey@jybrealty.com>; Ernie Pullano <ernie@cleancare.net>
Subject: Re: Avery Park Commercial Lots Rezoning - 10 The Boulevard, LLC

Yes, I approve of the rezoning application.

Thank you,

Mark Lord

President | General Polymer Inc.
59 Foundry St. • Central Falls, RI 02863
General Polymer Inc.

 401-742-7035
 401-723-6660
 mlord@genpoly.net
 www.genpoly.net

From: Taylor Josey <tjosey@jybrealty.com>
Sent: Thursday, February 2, 2023 10:10 AM

To: MARK LORD (ARCHER59@msn.com) <archer59@msn.com>; Ernie Pullano <ernie@cleancare.net>
Subject: Avery Park Commercial Lots Rezoning - 10 The Boulevard, LLC

Mark & Ernie-

The buyer's zoning attorney is now preparing the rezoning application for resubmittal to the City of Newnan. Rather than make you sign the new application directly as owners the attorney said you could just consent to the rezoning by responding to this e-mail. Please respond here as to whether you consent to the rezoning application. Thanks!

Taylor Josey
Josey, Young & Brady Realty, LLC
75 Jackson Street, Ste 200
Newnan, GA 30263
Cell: 770-652-7469
Office: 770-683-1800
Fax: 770-683-1801
tjosey@jybrealty.com
www.jybrealty.com

TAB 9

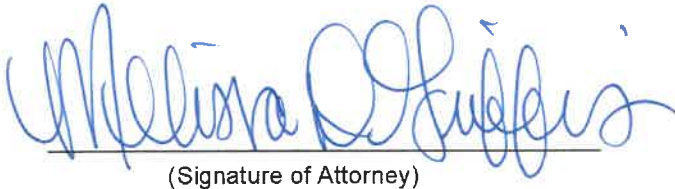
Authorization of Attorney



City of Newnan, Georgia
Attachment D
Attorney's Authorization

NOTE: *If an attorney-at-law has prepared this application, please fill out the information below:*

I swear as an attorney-at-law, I have been authorized by the owner(s) to file the attached application for a rezoning of property.


(Signature of Attorney)

Name of Attorney _____ Melissa D. Griffis, Esq. _____

Address _____ 32 South Court Square _____

_____ Newnan, GA 30263 _____

Telephone _____ (770) 253-3282 _____

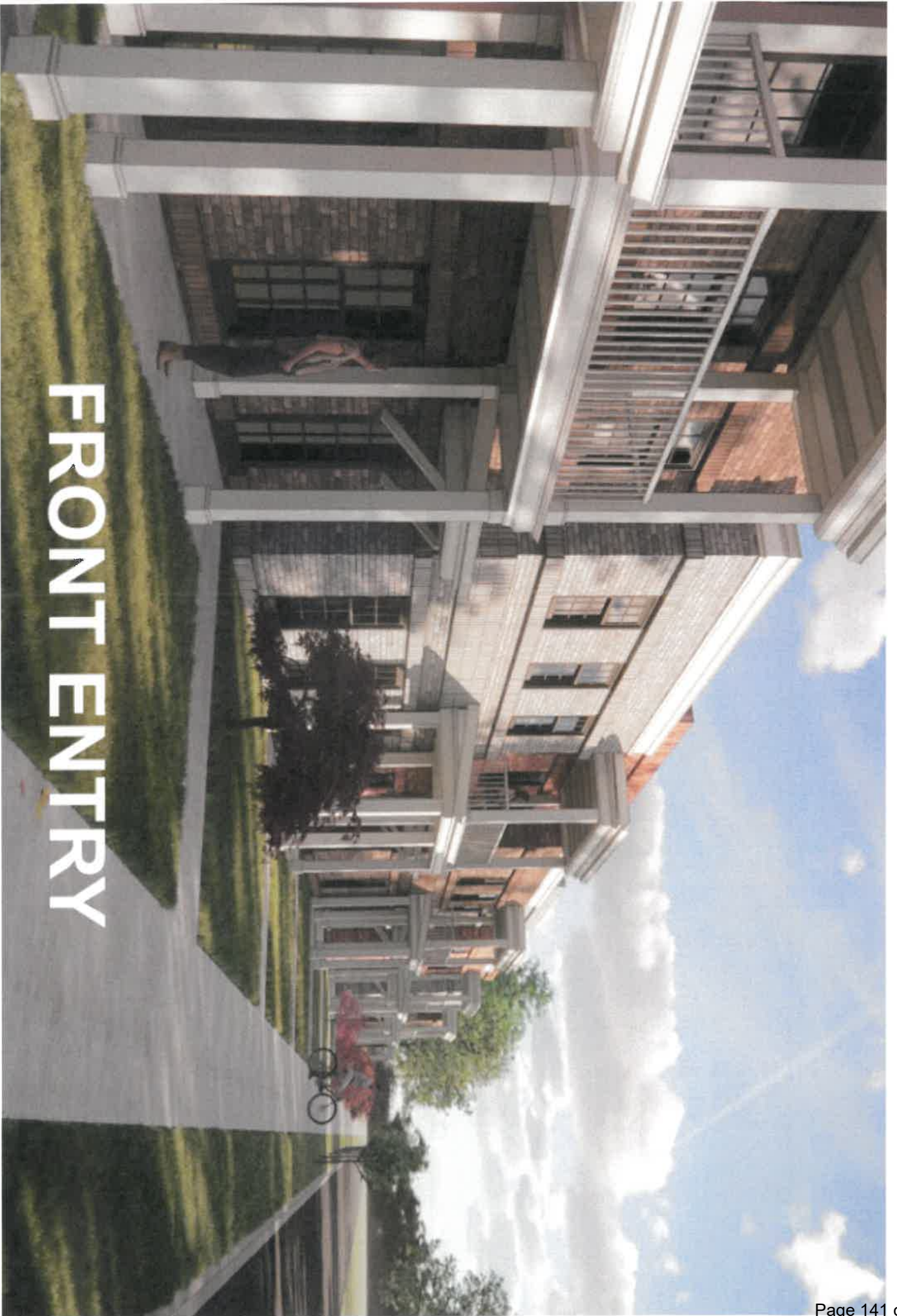
Date _____ 2-27-2023 _____

TAB 10

Community Impact Study (Not Applicable)

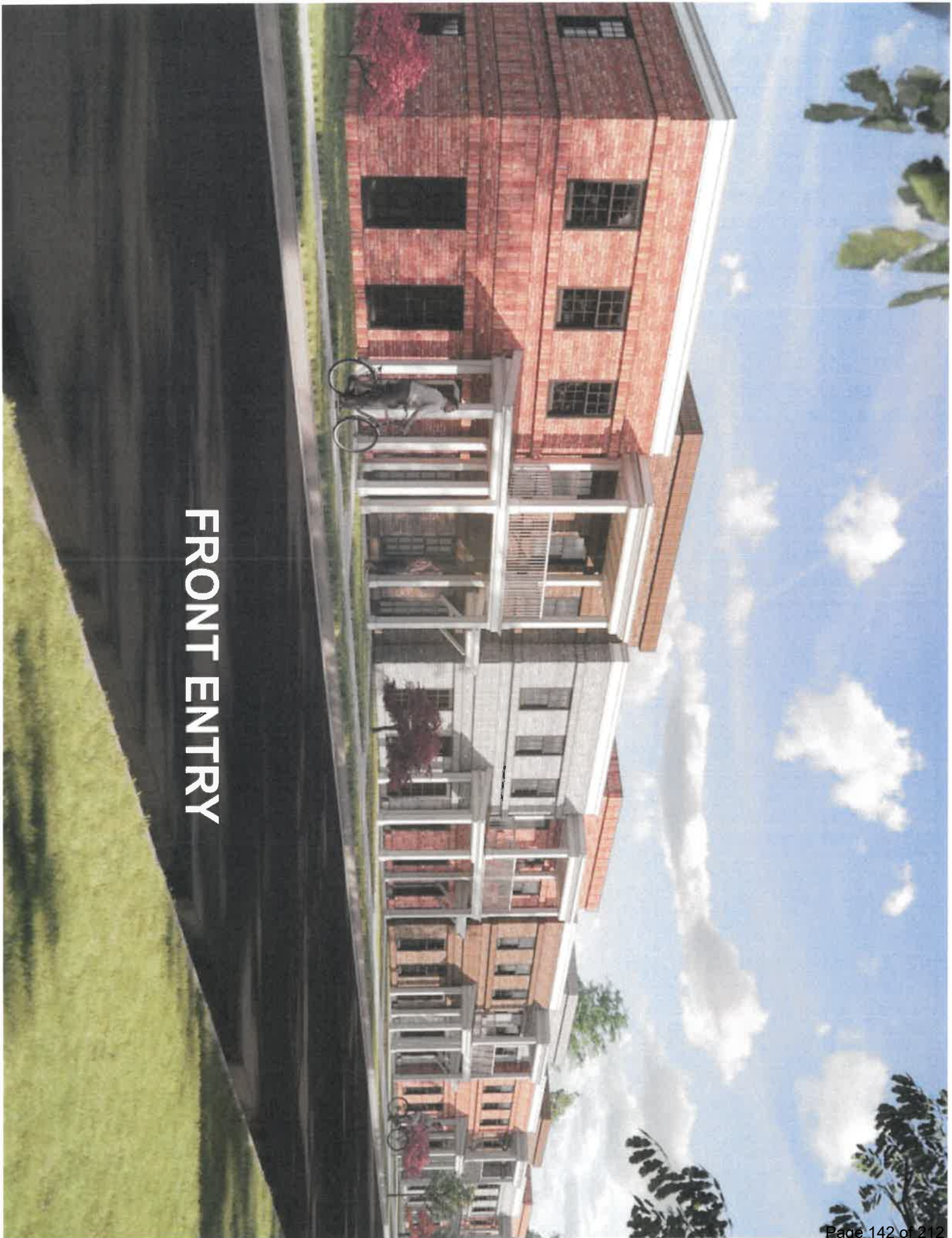
TAB 11

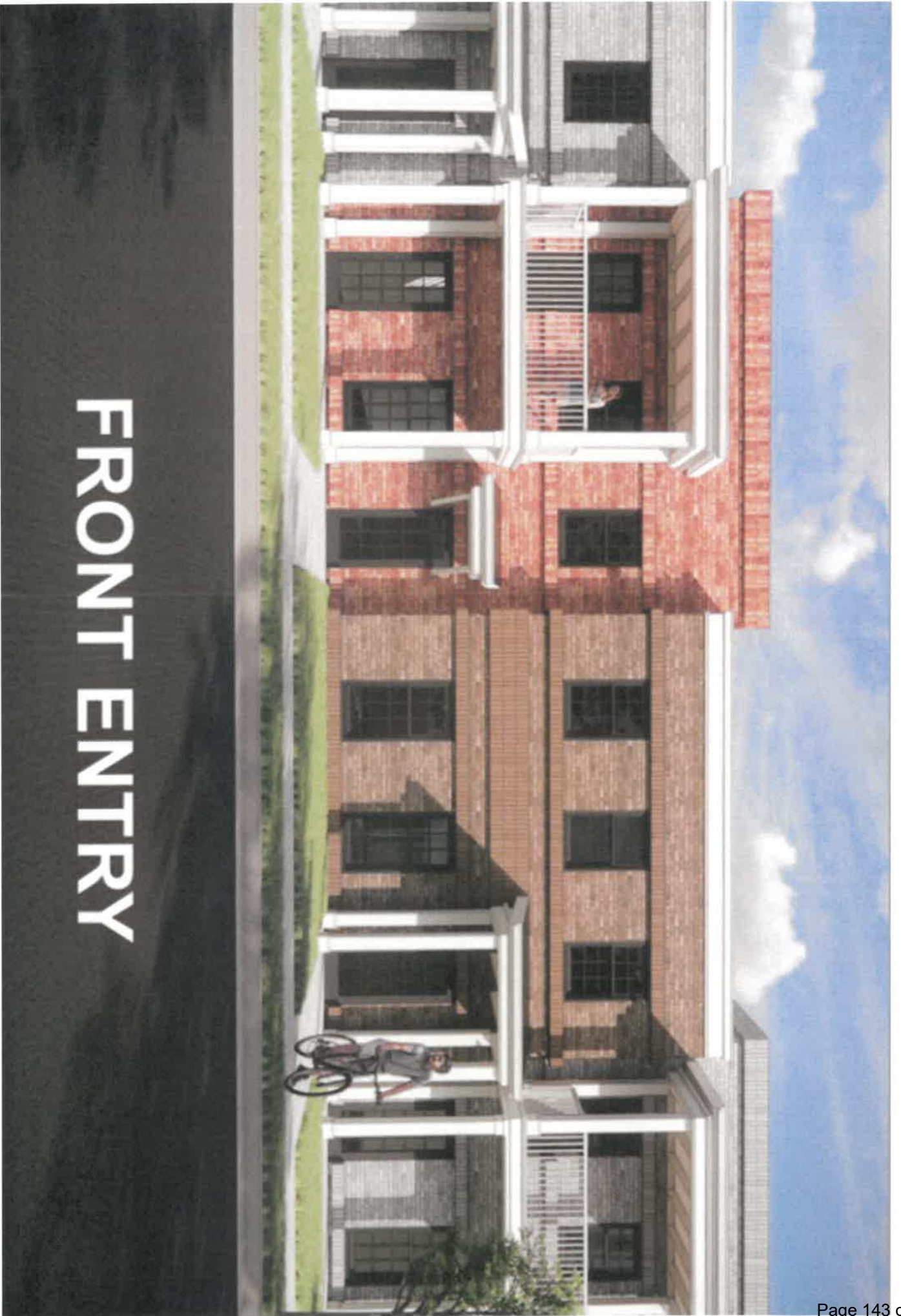
Renderings



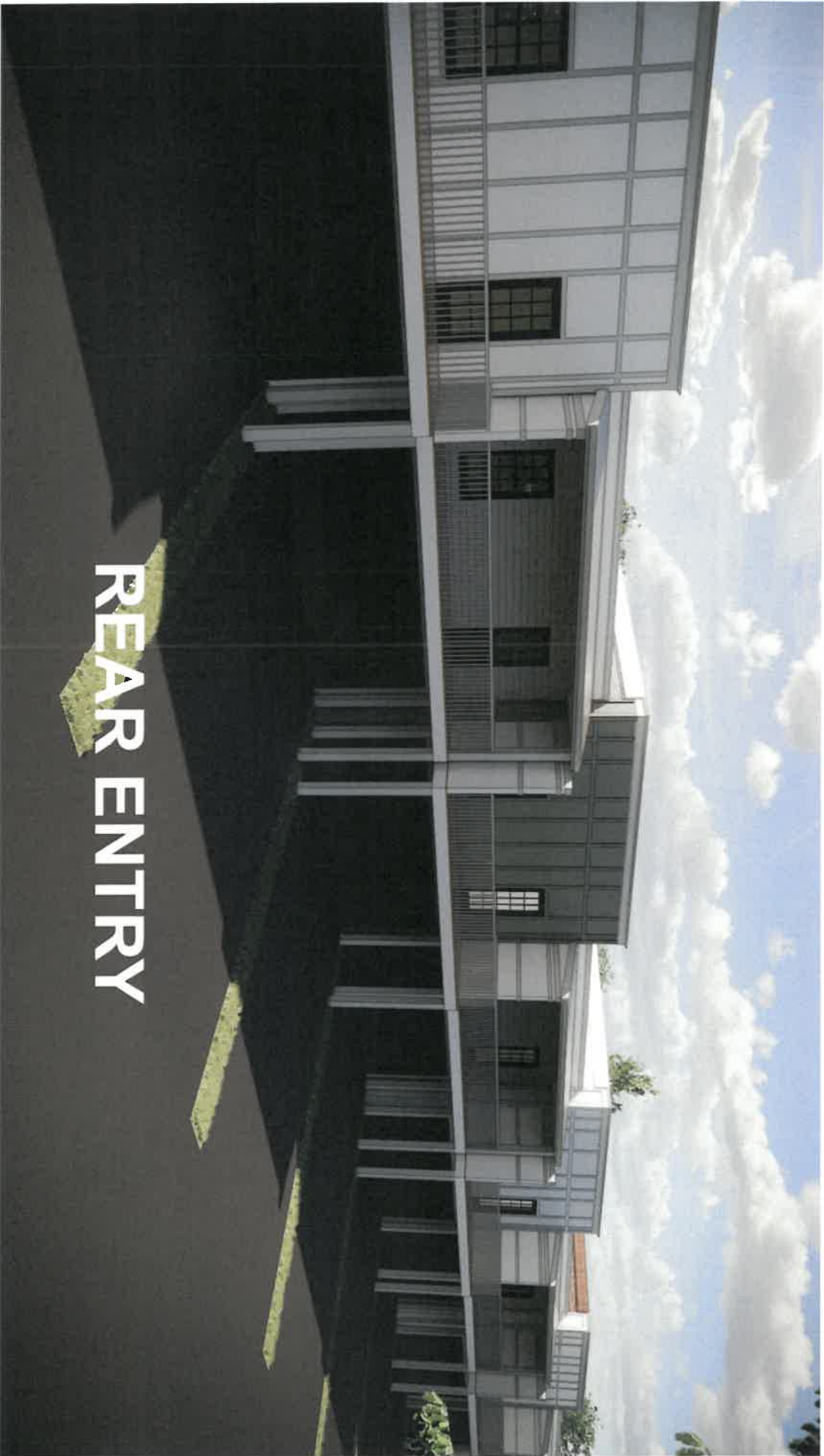
FRONT ENTRY

FRONT ENTRY





FRONT ENTRY



REAR ENTRY

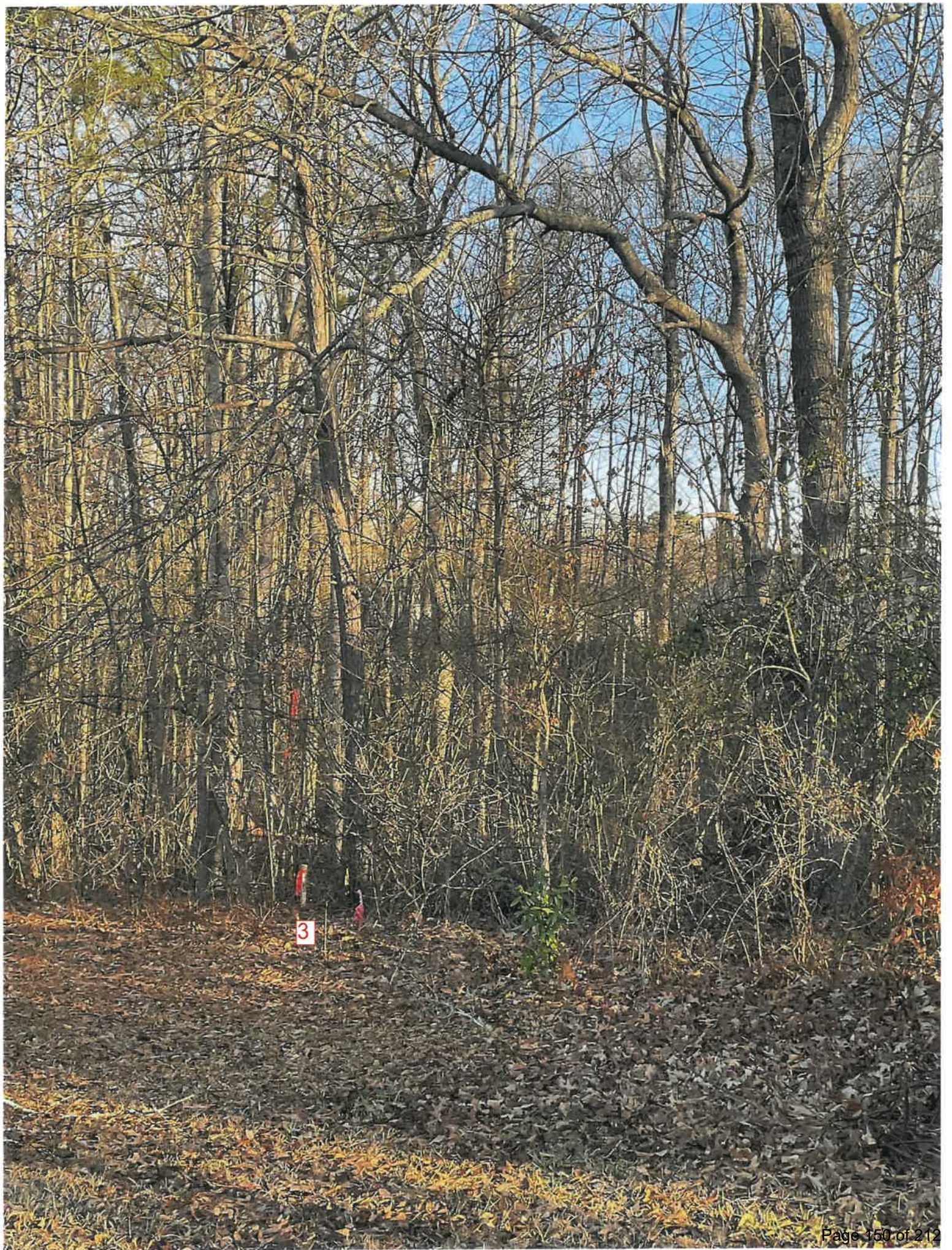
TAB 12

Tree Management Plan









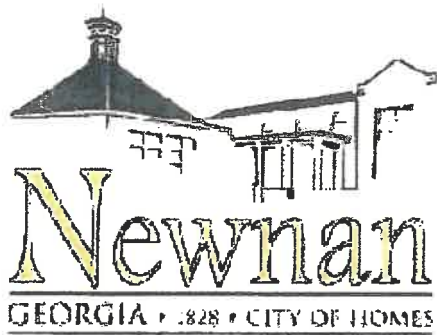


City of Newnan
Attachment F

Preliminary Tree Management Minimum Elements

A Preliminary Tree Management Plan must include, at a minimum, the following:

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



TREE REMOVAL PROCESS

An e-mail request will need to be submitted to the City Arborist at mfurbush@cityofnewnan.org from the tree removal contractor who will be taking the trees down.

The information below will need to be provided to the City Arborist so that he can come out to the property and inspect the trees that are in question.

1. Name and address of the homeowner
2. Name and contact information of the tree removal company
3. Number of trees to be removed
4. Types of trees to be removed
5. Diameter of trees to be removed
6. Reason for requested tree removal
7. Assurance that the trees have been clearly marked for inspection

Once the City Arborist receives the above information from the Tree Removal Contractor, he will then go to the site and inspect the subject trees. If they are approved for removal, he will send an approval e-mail response to the initial e-mail request from the contractor. The contractor can then print the approval e-mail and use that piece of paper to come in and get the required tree removal permit. Failure to do this can result in additional permit fees and subsequent fines. Most of our local tree removal contractors are quite familiar with this process.

PLEASE NOTE: ANYTIME that you are attempting to remove trees within SUMMERGROVE, the City Arborist will need BOTH the Homeowner Association Application AND the Homeowner Association Approval Letter.

TAB 13

(\$645.75 to the City of Newnan)

TAB 14

Rezoning Checklist



City of Newnan, Georgia
Attachment E
Rezoning Checklist

The following is a checklist of information required for the submittal of a rezoning application. The Planning & Zoning Department will not accept an incomplete application.

- X Completed application form
- X Letter of intent
- X Names and addresses of all owners of all property within 250 feet of the subject property
- X Legal description of property
- X Certified plat
- X Concept Plan
- X Preliminary Tree Management Plan
- X Completed Attachment A – Proffered Conditions (if applicable)
- X Completed Attachment B – Disclosure of Campaign Contributions & Gifts (if applicable)
- X Completed Attachment C – Property Owner's Authorization (if applicable)
- X Completed Attachment D – Attorney's Authorization (if applicable)
- N/A Community Impact Study (if applicable)
- X Filing Fee in the form of a check payable to the **City of Newnan**

Note: Please attach this form to the filing application.

Chris Cole

From: GS L <gina.l.snider@gmail.com>
Sent: Monday, March 20, 2023 11:48 AM
To: Chris Cole
Cc: Tracy Dunnavant
Subject: against townhomes/condos building in front of Avery Park

To Mr. Chris Cole and City of Newnan Planning Commission members and chair,

My husband Pete and I have lived in Avery Park since 2006 as homeowners in 2 different homes we built here. My husband was born and raised here in Coweta for generations. I moved here in 2002. We do not support any kind of townhomes/condos in front of the subdivision. We know this will bring property values down overall for the community. We also know this will increase traffic and burden our schools even further. The local elementary school bus takes 2 hours to get the children home on some days because of staffing issues and too many students riding the bus to this subdivision. We do not want our amenities affected either. We have seen the growth in this city, and it has been negative overall with the increasing crime rates for a city our size. This trend of building more transient housing, not single-family homes, will add to the problem. It will bring problems to our front door if we let the developers have their way. We already have a problem with our community with many rental companies owning properties in this subdivision! They let homes become in a disrepair state, which will further their and our acceptance of what this community could look like in the future if this negative trend continues.

36 townhomes being proposed on 5.36 acres of land is prosperous when you have 1 house on 1.7 acres in the county. Yes, this is not the county but why are we paying extra for city taxes when all the city wants to do is build more apartments and townhomes or have acreages rezoned for this mess? This is messing with quality of life for city residents.

We would like to say we are against having the development built on those two lots in front of Avery Park. Please do not recommend this development to pass to the Mayor and City Council. As homeowners and taxpayers of this city, we wanted to make our voice heard on this specific subject. We appreciate your time and attention to this matter.

Regards,

Gina and Pete Snider
Homeowners
18 Nash Lane

Chris Cole

From: Jay LaChance
Sent: Monday, March 13, 2023 11:15 AM
To: Chris Cole
Cc: Brent Blankenship
Subject: RE: for your review

Chris,

The reduction in units does not change the impact for the police department. It is still believed any additional calls for service can be absorbed by current staff and resources.

Thanks,
Deputy Chief LaChance
Newnan Police Department
1 Joseph Hannah Blvd
Newnan, GA 30263
770-254-2355 ext. 137
jlachance@cityofnewnan.org



From: Chris Cole <ccole@newnanga.gov>
Sent: Monday, March 13, 2023 9:48 AM
To: 'Scott Tolar' <stolar@newnanutilities.org>; 'Cheek, Ronnie' <ronnie.cheek@cowetaschools.net>; Michael Klahr <mklahr@newnanga.gov>; Brent Blankenship <BBlankenship@newnanga.gov>; Jay LaChance <JLaChance@newnanga.gov>; Mike Furbush <MFurbush@newnanga.gov>
Subject: for your review

Good morning. Attached is a document (*Official Council Item – March 14, 2023 – Freedom Land Holdings, LLC Rezoning Application*) regarding a rezoning request for the development of 36 residential condominium units. This document contains an introductory memo that I prepared for City Council for the March 14th Council meeting's "For Information Only" review, a Location Map, and the actual Rezoning Application. This is the same site and applicant as the one reviewed last year (that was withdrawn towards the end of 2022). Accordingly, we are treating this as a "new" application. I have attached your comments from the last application when 39 units were proposed. Major changes from the last application to this one include the reduction from 39 units to 36 units and some shifting of the buildings due to landscaping issues.

If you would please review the Rezoning Application and provide comments regarding impact on service provision by Monday, March 20th, I would be most appreciative. If you have questions regarding the rezoning, please feel free to contact me.



Chris Cole

Senior Planner

Main: (770) 254-2354

Desk: (678) 673-5488

ccole@newnanga.gov

www.newnanga.gov

City of Newnan

25 LaGrange Street

Newnan, Georgia 30263





The City of Newnan, Georgia

Office of City Engineer

03/14/2023

Engineering Review: Manor at Avery Park

Parcel Number: 073C 044

Parcel Number: 073C 045

Environmental and Stormwater Management

1. The development plan shall follow and comply fully with the Georgia Storm Water Management Manual, latest edition. All storm water management facilities shall be located in open space.
2. All streams, wetlands and other environmentally sensitive areas shall be determined and located within open space to the extent practically possible.
3. Stream buffers are as follows: 50 foot undisturbed stream buffer with an additional 25 foot impervious surface setback.

Transportation

1. ADA compliant 5 foot sidewalks shall be provided along Old Atlanta Highway and The Crescent, and internally within the community to connect to existing sidewalks within the public Right-of-Way.
2. Traffic study not required.

Chris Cole
Planning & Zoning Director
City of Newnan
25 LaGrange Street
Newnan, GA 30263

March 31, 2023

Re: Rezoning Request RZ2023-01 - The Village at Avery Park

We have reviewed the application for rezoning for the above-referenced development and offer the following comments based on the information provided:

This application requests rezoning from PDC and PDO to PDR, with 36 proposed units. This may present challenges when planning for school enrollment and meeting student needs. Due to the high density housing in the area of the proposal, school capacity is an ongoing concern. Many of the schools serving that area are at or near capacity. If approved, we would request that the developer provide us advanced notice of the following information for our planning purposes:

- What is the construction schedule for the project?
- What is the proposed build-out timeline?
- Will the project be built in phases?
- Will there be a targeted market, e.g., senior citizens?

Thank you for the opportunity to provide feedback.

Sincerely,

Ronald C. Cheek

Ronald C. Cheek
Director of Facilities
Coweta County School System



March 29, 2023

Chris Cole
Senior Planner
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

RE: Manor at Avery Park , 36 Townhomes Newnan, GA, Parcel 073C 044 and 073C 045

Mr. Cole

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

- Parcel Number 073C 044 and 073C 045
- 5.82 Acres
- Attached concept plan

1. Sanitary Sewer:

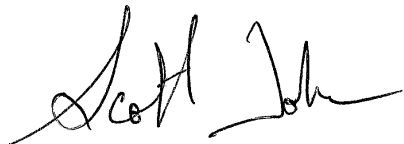
- a. Developer shall connect to Newnan Utilities Sanitary Sewer System.
- b. Developer is responsible for all upgrade costs necessary to serve said property, but not limited to:
 - i. Design and Construction of development of sanitary sewer system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.
 - iii. Cost for analyzing existing sanitary sewer system by an engineer firm approved by Newnan Utilities.
 - iv. Existing sanitary sewer upgrades to handle proposed development. This is to include any lift station upgrades, gravity sanitary sewer upgrades, Sanitary sewer force main upgrades, and any other upgrades deemed necessary by Newnan Utilities.
 - v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Tolar', with a stylized flourish at the end.

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



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

Chris Cole

From: Stephen Brown
Sent: Tuesday, March 21, 2023 9:40 AM
To: Chris Cole
Subject: RE: Avery Park rezoning

Chris,

Ours is good



Stephen Brown
Chief of Fire

Main: (770) 253-1851
Cell: (770) 328-1141
sbrown@newnanga.gov
www.newnanga.gov

Newnan Fire Department
23 Jefferson Street
Newnan, Georgia 30263



From: Chris Cole <ccole@newnanga.gov>
Sent: Tuesday, March 21, 2023 9:37 AM
To: 'Scott Tolar' <stolar@newnanutilities.org>; 'Cheek, Ronnie' <ronnie.cheek@cowetaschools.net>; Mike Furbush <MFurbush@newnanga.gov>; Stephen Brown <SBrown@newnanga.gov>
Subject: Avery Park rezoning

Good morning. If at all possible, I need your service provision comments returned to me by this Friday (March 24). Below you will find the original request (in [blue](#)) I sent out last Monday. If you could please send your updated report to me on your official letterhead, I would appreciate it. If you have any questions, please let me know. Thanks.

Note to Chief Brown – I am sorry! I just realized I did not send you the original email (shown below) last Monday.

Good morning. Attached is a document (*Official Council Item – March 14, 2023 – Freedom Land Holdings, LLC Rezoning Application*) regarding a rezoning request for the development of 36 residential condominium units. This document contains an introductory memo that I prepared for City Council for the March 14th Council meeting's "For Information Only" review, a Location Map, and the actual Rezoning Application. This is the same site and applicant as the one reviewed last year (that was withdrawn towards the end of 2022).

Accordingly, we are treating this as a “new” application. I have attached your comments from the last application when 39 units were proposed. Major changes from the last application to this one include the reduction from 39 units to 36 units and some shifting of the buildings due to landscaping issues.



Chris Cole

Senior Planner

Main: (770) 254-2354

Desk: (678) 673-5488

ccole@newnanga.gov

www.newnanga.gov

City of Newnan

25 LaGrange Street

Newnan, Georgia 30263



FREEDOM LAND HOLDINGS, LLC and
10 THE BOULEVARD, LLC
5.82± acres, located at Old Atlanta Highway 85
Land Lots 6 and 7, The Village at Avery Park
5th Land District, Coweta County, Georgia
Tax Parcel #073C 044 and #073C 045

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY
LOCATED AT OLD ATLANTA HIGHWAY 85, CONTAINING 5.82± ACRES IN
LAND LOTS 6 AND 7, OF THE FIFTH LAND DISTRICT, IN THE CITY OF
NEWNAN, GEORGIA**

WHEREAS, the owners have filed an application for rezoning of the property described on Exhibit "A" attached hereto and by reference made a part hereof containing 5.82± acres and shown on Plat of Survey for The Village Center at Avery Park attached hereto as Exhibit "B" and by reference made a part hereof from PDC (Planned Commercial Development District) and PDO (Planned Office and Institutional District, respectively, to PDR (Planned Residential Development) with proffered conditions); and

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

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 23rd day of May, 2023; and

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

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

Section I. That the property described on Exhibit "A" attached hereto and by reference made a part hereof containing 5.82± acres and shown on Plat of Survey for The Village Center at Avery Park attached hereto as Exhibit "B" and by reference made a part hereof be rezoned as PDR (Planned Residential Development) subject to the conditions which follow:

1. The Development Project ("Project") will be consistent w with the Project plan, Project density, Project data, Project amenities, proffered conditions, Project tree management plan, and Project architectural detail as provided as part of the application packet dated February 9, 2023, which by reference shall be made a part of this ordinance

including but not limited to all shown on Exhibit "C" attached hereto and made a part hereof..

2. The Project shall comprise a maximum of 36 units, being a townhouse-design condominium project as defined by the City's Zoning Ordinance and its requirements for a townhouse project. Residential attached homes ("Residential Units") shall be a minimum of 1,300 square feet.

3. The HOA for the Project will include in its Covenants and Restrictions a prohibition against the residents of the Project or their guests using the existing amenities in the Avery Park Subdivision and provide in its Covenants and Restrictions that there will be financial penalties if it is determined residents of the Project or their guests have violated this restriction; unless an agreement for use of the existing amenities of The Avery Park Subdivision is worked out between the Avery Park HOA and the HOA/developer of the Project.

4. The Covenants and Restrictions of the Project shall provide that no more than 15% of the total Residential Units may be used as rental units at any given time.

5. All of the items specified in the City Engineer's review memorandum of March 14, 2023, will be addressed by the developer as part of the project.

6. The stormwater management systems will be underground.

7. The applicant shall construct a playground and pavilion area for its residents to enjoy.

8. All plans, profiles, elevations, and other demonstrative materials included in the application packet dated February 9, 2023 which by reference shall be made a part of this ordinance, including but not limited to all as shown on Exhibit "C" attached hereto and by reference made a part hereof.

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

Section III. Severability. In the event any section, subsection, sentence, clause, or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses, or phrases of this ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause, or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council hereby declares that it would have passed the remaining parts of this ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

Section IV. This ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the _____ day of _____, 2023 in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Dustin Koritko, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

DOC# 019083
FILED IN OFFICE
10/13/2017 11:50 AM
BK:4611 PG:662-662
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

EXHIBIT A
PAGE 1 OF 1

✓ RETURN TO:
GLOVER & DAVIS, P.A.
P.O. DRAWER 1038
NEWNAN, GA 30264

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$120.00 ✓

LIMITED
WARRANTY DEED

PT-61 038-2017-005996

STATE OF GEORGIA
COUNTY OF COWETA

FILE #: 2017-0598

THIS INDENTURE made this 11th day of October, 2017, between Cygnus GA, LLC, a Georgia Limited Liability Company, as party or parties of the first part, hereinafter called Grantor, and 10 The Boulevard, LLC, a Georgia Limited Liability Company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that certain tract or parcel of land situate lying and being in Land Lot 72 of the 5th Land District of the City of Newnan, Coweta County, Georgia, being Lots 6 and 7 of The Village Center at Avery Park Subdivision, as per plat of record at Plat Book 70, Pages 200-203, Coweta County, Georgia Records. Reference to said plat is hereby made for a more complete and accurate description of said Lots 6 and 7.

TOGETHER WITH the easements contained in that certain General Warranty Deed from F&H Investment Company, L.L.C., a Georgia limited liability company, to Peachtree City Holdings, L.L.C., a Georgia limited liability company, dated as of August 28, 1998, recorded in Deed Book 1287, Page 362, Coweta County, Georgia Records; and

ALSO TOGETHER WITH those easement rights arising under that certain Declaration of Covenants, Conditions and Restrictions for The Village Center at Avery Park by Peachtree City Holdings, L.L.C., a Georgia limited liability company, dated January 31, 2000, recorded in Deed Book 1485, Page 695, Coweta County, Georgia Records.

The above-described property is conveyed subject to the following:

- (1) Declaration of Covenants, Conditions and Restrictions for The Village Center at Avery Park, recorded at Deed Book 1485, Page 695, Coweta County, Georgia Records, and any amendments thereto.
- (2) All matters as shown on plat of record at Plat Book 70, Pages 200-203; and Plat Book 67, Page 123, Coweta County, Georgia Records.
- (3) Right of Way Easement to Transcontinental Gas Pipe Line Corporation recorded at Deed Book 55, Page 416, Coweta County, Georgia Records; and Amendment to Right of Way Agreement recorded at Deed Book 219, Page 233, aforesaid records.
- (4) Right of Way Easement Agreement in favor of Vyvx, Inc., recorded at Deed Book 1190, Page 507, Coweta County, Georgia Records.
- (5) Water/Sewer Easement in favor of The City of Newnan and Newnan Water & Light Commission, recorded at Deed Book 1143, Page 127, Coweta County, Georgia Records.
- (6) Right of Way Deed to the City of Newnan, Georgia, recorded at Deed Book 1485, Page 690, Coweta County, Georgia Records.
- (7) Rights of tenants or parties in possession.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:

W. Patterson
Notary Public

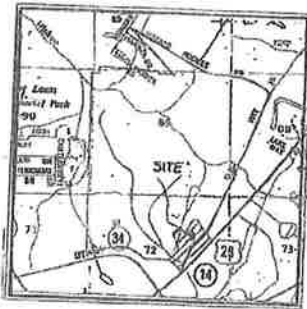
Cygnus GA, LLC
A Georgia Limited Liability Company

By: *Andy Cummings* (SEAL)
Andy Cummings, Manager

My Commission Expires:

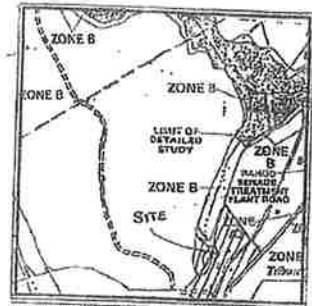
(SEAL)





VICINITY MAP

FILED IN OFFICE
CLERK OF
SUPERIOR COURT, NEWNAN, GA
JAN 31 AM 9:08
JOP G. BRIDGES, CLERK



A PORTION OF THIS PROPERTY IS LOCATED
IN A FLOOD HAZARD AREA AS PER
F.I.R.M. FLOOD INSURANCE RATE MAP
FOR THE CITY OF NEWNAN,
COWETA COUNTY, GEORGIA.
COMMUNITY PANEL No. 130298 0120A
EFFECTIVE AUGUST 2, 1982.
ZONE B

FINAL SUBDIVISION PLAT FOR **THE VILLAGE CENTER AT AVERY PARK**

LAND LOT 72 * 5th DISTRICT
CITY OF NEWNAN * COWETA COUNTY, GEORGIA

OWNER/DEVELOPER
PATHWAY COMMUNITIES
P.O. BOX 2007
200 WESTPARK DRIVE, SUITE 300
PEACHTREE CITY, GEORGIA 30260

24 HOUR CONTACT
MS. LEANN WADDELL
770-487-8585

ENGINEER/SURVEYOR
ROCHESTER & ASSOCIATES, INC.
425 OAK STREET, N.W., GAINESVILLE, GEORGIA 30501
ATLANTA: 770-718-0600 * FAYETTEVILLE: 770-716-8123 *
GAINESVILLE: 770-534-5106
SURVEYOR: MARK A. BUCKNER
ENGINEER: JOHN A. BONANNO

OWNER'S CERTIFICATION:

STATE OF GEORGIA, COUNTY OF COWETA
I, the owner of the land shown on this plat and whose name is
subscribed hereto, in person or through a duly authorized agent
certifies that this plat was made from an actual survey; that all
state, city and county taxes or other assessments now due on this
land have been paid, and dedicates to the use of the public for-
ever all streets, drainage ways and easements shown hereon and
either dedicates to the public for use or reserves for private use
by the city all public grounds as indicated on the plat, for the
purposes and consideration hereexpressed.

AGENT _____ DATE _____
OWNER Wayne A. Bonanno DATE 1/31/83

ENGINEER OR SURVEYOR CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS
PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER
MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST
AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN;
AND THAT ALL ENGINEERING REQUIREMENTS OF THE LAND SUBDIVISION
REGULATIONS OF THE CITY OF NEWNAN, GEORGIA HAVE BEEN FULLY
COMPLIED WITH.

BY _____
REGISTERED C.E. No. 22829
BY Mark A. Buckner
REGISTERED
GEORGIA LAND SURVEYOR No. 2422



PLANNING DEVELOPMENT CERTIFICATE:

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF NEWNAN,
GEORGIA, ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS
FINAL PLAT WAS GIVEN FINAL APPROVAL BY THE NEWNAN PLANNING COMMISSION
AT ITS MEETING ON 01/11/83 BY John A. Bonanno SECRETARY, PLANNING COMMISSION

DATE 01-11-83 BY John A. Bonanno SECRETARY, PLANNING COMMISSION

CITY COUNCIL CERTIFICATE:

ALL STREET RIGHTS-OF-WAY AND THE IMPROVEMENTS THEREON AND ANY
CATCH BASINS, JUNCTION BOXES, STORM DRAINAGE PIPES, EASEMENTS, OTHER
STRUCTURES OR AREAS OUTSIDE OF SAID STREET RIGHTS-OF-WAY (INCLUDING
DITCHES AND OTHER OPEN DRAINAGEWAYS), WHICH STRUCTURES OR
AREAS ARE SPECIFICALLY INDICATED ON THIS PLAT AS BEING DEDICATED TO
THE PUBLIC, ARE HEREBY ACCEPTED.

DATE 01-25-83 BY John A. Bonanno CITY MANAGER

THE FIELD DATA UPON WHICH THIS PLAT IS BASED
HAS A CLOSURE PRECISION OF ONE FOOT IN
5280 FEET AND AN ANGULAR ERROR OF
ONE SECONDS PER ANGLE AND WAS ADJUSTED
USING THE COMPOUND RULE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE
AND IS FOUND TO BE ACCURATE WITHIN ONE
FOOT IN 5280 FEET.
TOPCON GTS-313 USED FOR ANGULAR AND
LINEAR MEASUREMENTS.

THIS PLAT IS FOR THE EXCLUSIVE USE OF PATHWAY
COMMUNITIES, ANY USE BY THIRD PARTIES IS AT THEIR
OWN RISK.

JOB NO. G198134.011-2514



THIS PLAT IS NOT VALID UNLESS
IT BEARS THE ORIGINAL SIGNATURE
OF THE INDENTURED ACROSS
THE REGISTRAR'S SEAL.

NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT FOR
**THE VILLAGE CENTER
AT AVERY PARK**
LOCATED IN
LAND LOT 72 * 5th DISTRICT * CITY OF NEWNAN
COWETA COUNTY, GEORGIA



-

CO., COUNTY, GA
JOAN E. GUFFIES, CLERK

CURVE	ARC	RADIUS	DELTA	TANGENT	DEGREE OF CURVE	BEARING	CHORD
C1	50.83'	200.00'	16°13'23"	28.51'	28°38'32"	N52°43'48"W	58.44'
C2	88.91'	233.00'	16°27'13"	33.69'	24°35'28"	N52°36'53"W	88.68'

LINE/CURVE	BEARING	CHORD	ARC	RADIUS
1	N89°45'00"W	32.60'	36.23'	23.00'
2	S00°24'35"W	32.54'	38.15'	23.00'
3	N89°35'17"W	32.51'	36.10'	23.00'
4	N44°37'07"W	15.57'		
5	N52°43'48"W	65.75'	65.97'	233.00'
6	N60°50'30"W	73.47'		
7	N58°48'04"W	14.13'	14.13'	200.00'
8	N50°35'28"W	43.22'	43.31'	200.00'
9	N89°23'17"W	11.31'		
10	N44°23'17"W	24.53'		
11	N44°23'17"W	83.12'		
12	S45°36'43"W	50.00'		
13	S44°23'17"E	39.82'		
14	N00°38'43"W	11.31'		
15	S48°55'21"E	14.25'	14.25'	286.00'
16	SS40°08'58"E	62.00'	62.14'	286.00'
17	S60°50'30"E	73.47'		
18	SS24°43'48"E	47.13'	47.29'	167.00'
19	S44°37'07"E	15.45'		
20	S00°24'43"W	32.54'	38.15'	23.00'
21	S00°22'53"W	11.31'		
22	S44°37'07"E	80.85'		
23	S35°54'00"E	68.37'		
24	S45°10'22"W	88.37'		
25	S45°26'33"W	43.76'		
26	S45°26'33"W	112.00'		

EXHIBIT B
PAGE 2 OF 4

LOT AREA= 10.469 ACRES
ROAD AREA= 1.221 ACRES
OPEN SPACE AREA = 1.257 ACRES

TOTAL AREA = 12.947 ACRES

PLAT BOOK 70 pg. 20

1. TOTAL NUMBER OF LOTS = 7
2. ZONING: PDC & PDO
3. MINIMUM LOT SIZE: 7,250 SQ.FT.
4. MAXIMUM LOT COVERAGE: 33%
5. FLOOR AREA RATIO: 70%
6. MINIMUM DISTANCE BETWEEN BUILDINGS: 20 FEET
7. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AVERY PARK RECORDED IN DEED BOOK _____ PAGE _____
8. DISTANCES SHOWN HEREON ARE HORIZONTAL
9. IRON PIN SET (1/2" REBAR) AT ALL LOT CORNERS, UNLESS NOTED OTHERWISE.
10. ISLANDS AND MEDIANS WITHIN PUBLIC RIGHT-OF-WAYS ARE DEDICATED TO THE CITY OF NEWMAN, BUT WILL BE MAINTAINED BY AVERY PARK COMMUNITY ASSOCIATION, INC.
11. THE WETLANDS SHOWN ON THIS PLAN ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS. THE OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION.

JOB NO. G198134.011-2514



THIS PLAT IS FOR THE EXCLUSIVE USE OF PATHWAY COMMUNITIES, ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

DATE 12/1/99
SCALE 10
JOB NO. 9813411
DRAWN BY SSS
FILE NO. A-CR-99-000

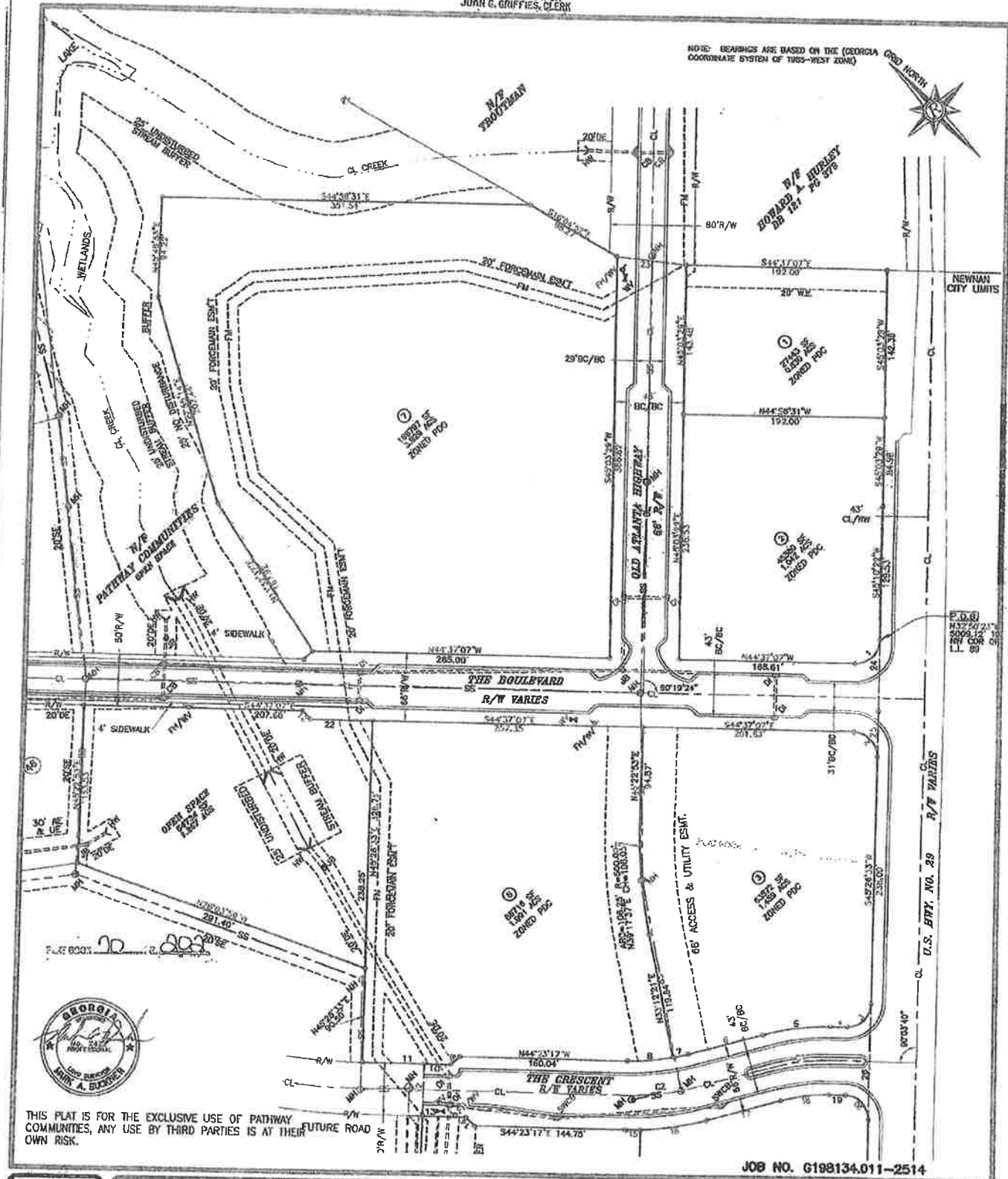
THIS PLAT IS NOT VALID UNLESS
IT BEARS THE ORIGINAL SIGNATURE
OF THE REGISTRANT ACROSS
THE REGISTRANT'S SEAL

[illegible]

LAND LOT 72 + 5th DISTRICT + CITY OF NEWNAN
COWETA COUNTY, GEORGIA



CLERK OF
SUPERIOR/COURT JUDICIAL
2008 JAN 31 AM 9:09
CO: LA COUNTY, CA
JOAN E. GRIFFIES, CLERK



THIS PLAT IS FOR THE EXCLUSIVE USE OF PATHWAY COMMUNITIES, ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

[illegible]





SITE DATA:

- SITE AREA: LOT 6- 1.99 AC., LOT 7- 3.83 AC.
- EXISTING ZONING: LOT 6- PDC, LOT 7- PDC
- PROPOSED ZONING: PDR (PLANNED RESIDENTIAL)
- PROPOSED NO. OF UNITS: 36 (CONDOMINIUM)
- PROPOSED UNITS: 26x50'
- MAX. 35' BUILDING HEIGHT OF PRINCIPLE STRUCTURE
- MIN. DISTANCE BETWEEN BUILDINGS: 10'
- MIN. LANDSCAPED AREA: 10% (ACTUAL 50%)
- DENSITY: 6.19 UNITS/AC.
- NO. OF FRONT DRIVEWAY UNITS: 7
- NO. OF REAR DRIVEWAY UNITS: 29
- PARKING: 2 PER DWELLING UNIT (72 SPACES) + 6 GUEST SPACES
- WATER & SEWER WILL BE PROVIDED BY NEWMAN UTILITIES.



paramount

ENGINEERING, LLC

11 E. BROAD ST.

MEMPHIS, TN 38103

contact@paramounteng.com

901.525.1111



REV.	DATE:	DESCRIPTION:

PROJECT: MANOR AT AVERY PARK

SHEET: CONCEPTUAL SITE PLAN

CITY OF NEWMAN

DATE: 02-08-23

DRAWN BY: GPH

SCALE: 1" = 30'

DRAWING NO: AVERY PARK

Three photographs showing the progress of the 'Big Tree' project. The top photo shows a large tree trunk with a 'Big Tree' sign. The middle photo shows a large tree trunk with a 'Big Tree' sign. The bottom photo shows a large tree trunk with a 'Big Tree' sign.

EXHIBIT C
PAGE 2 OF 4

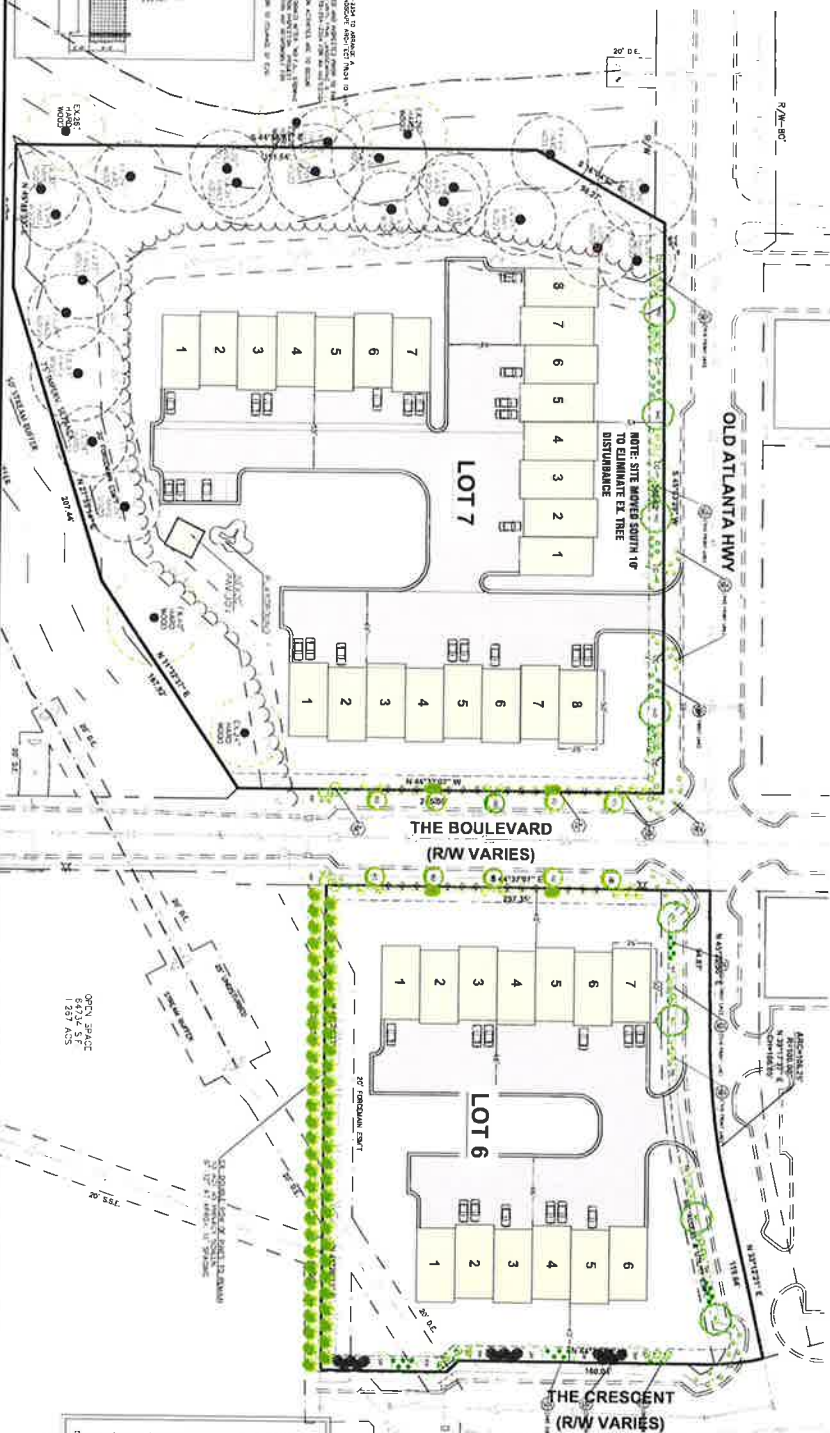
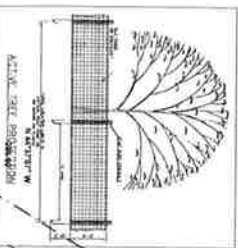
[illegible]

REQUIRED SITE DENSITY FACTOR (ISDF)
 0.04 AC. AREA = 3.62 AC. (3.07 + .54 AC. (3.77 - 3.62 AC.)
 REQUIRED SITE DENSITY FACTOR = 1.00 (1.00 - 1.00)
 $\frac{1.01}{1.01} \times \frac{3.62}{3.62} = \frac{3.65}{3.65} = 1.00$
 SPLIT THE REMAINING 3.62 AC. - 3.62 AC. (3.62 - 3.62 AC.)
 3.62 AC. - 3.62 AC. = 3.62 AC. (3.62 - 3.62 AC.)
 TOTAL NEW UNITS PROVIDED = 1642 UNITS (SEE PLAN 1.07)

[illegible]

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4. *Amendment to National Study of Social Work in Schools* by Eric

[illegible]

Scale 1" = 30'

FRONT ENTRY



FRONT ENTRY

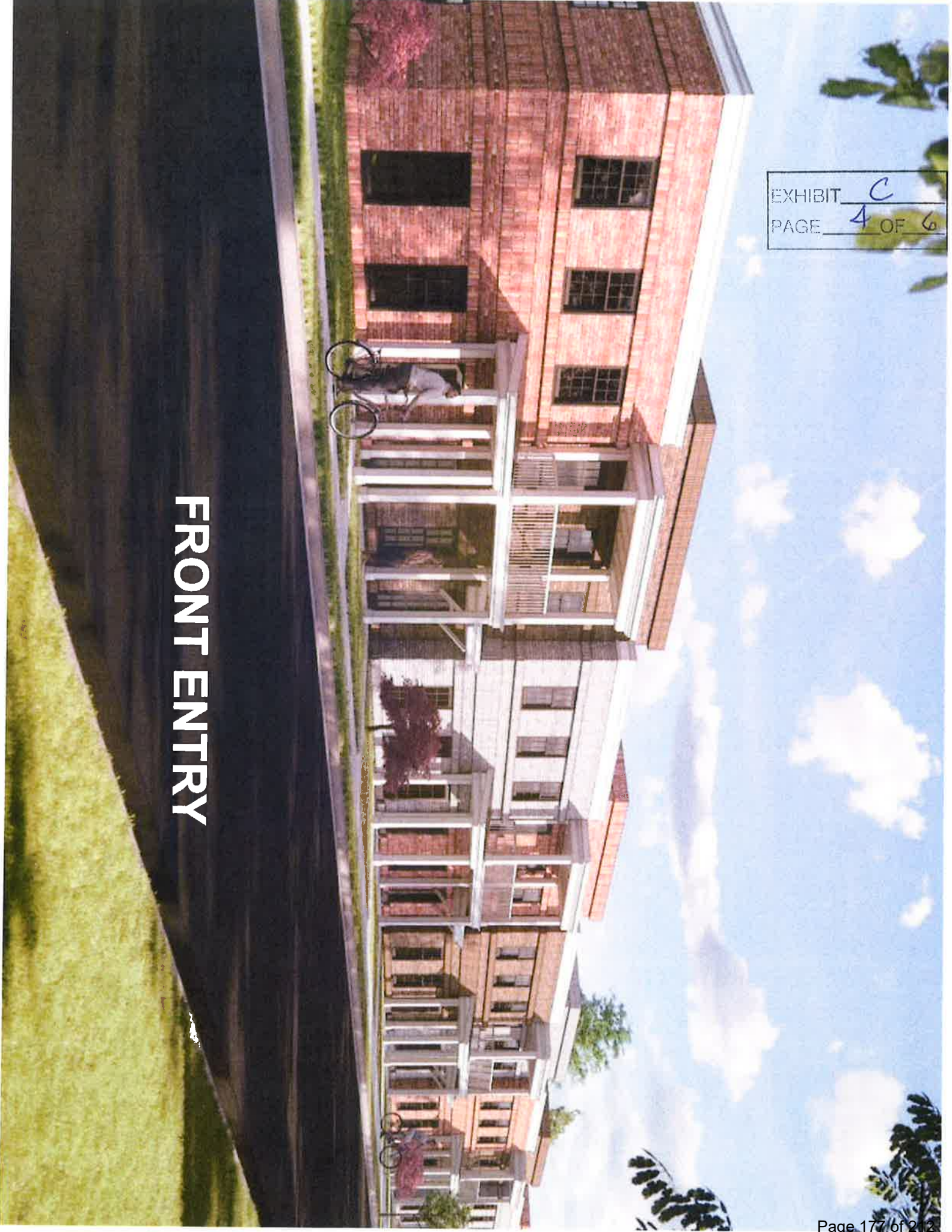
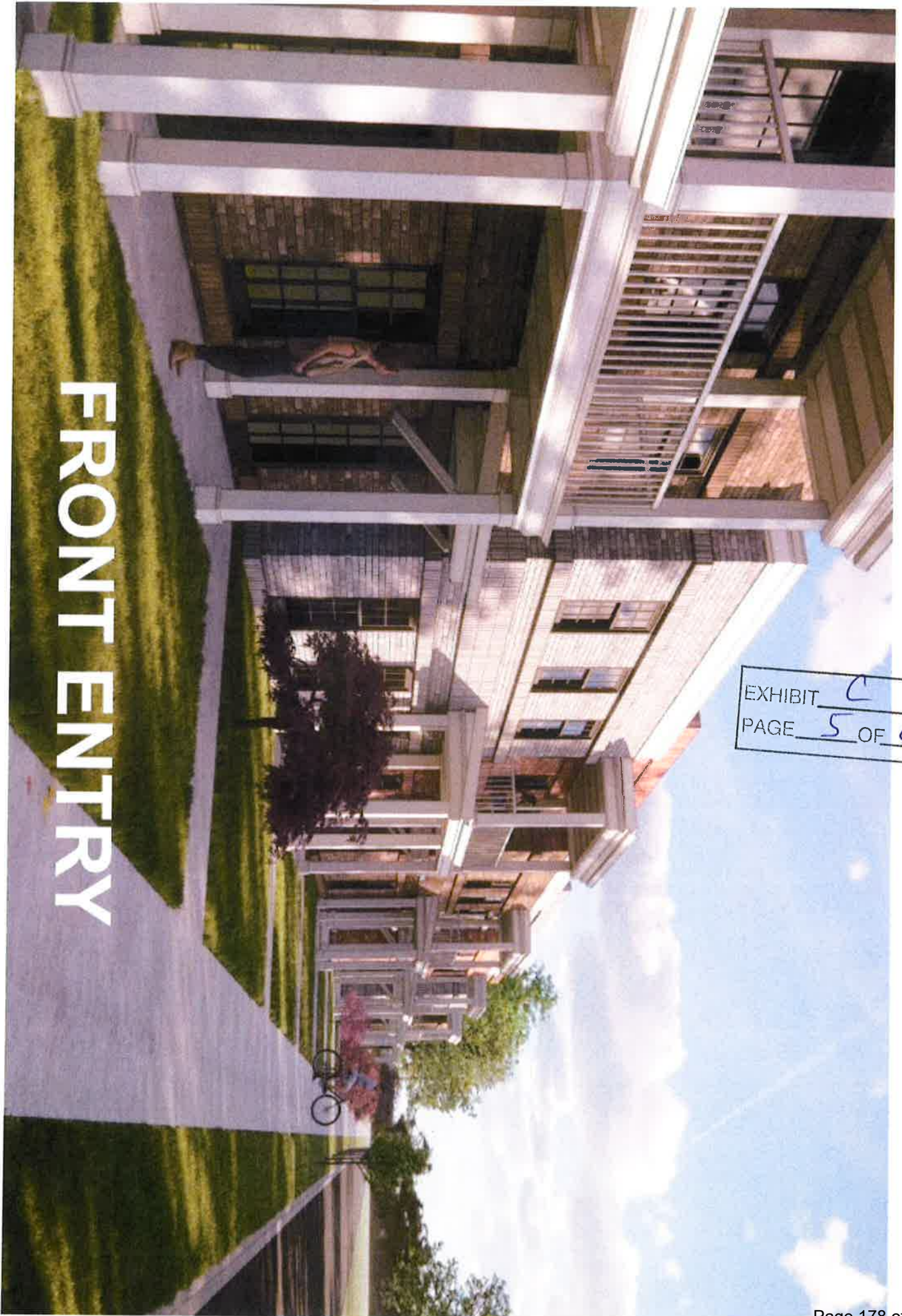
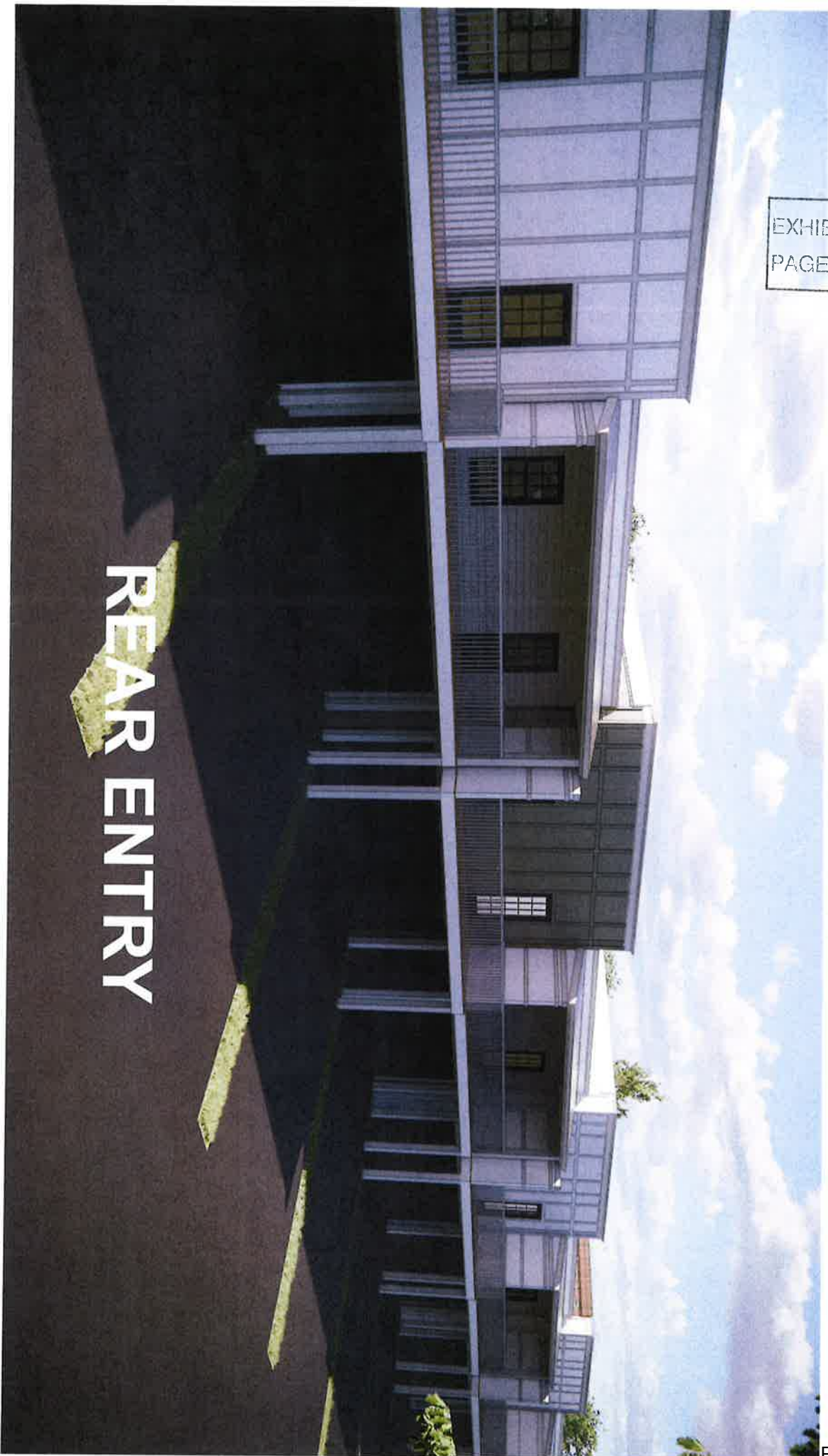


EXHIBIT C
PAGE 5 OF 6

FRONT ENTRY



REAR ENTRY





City of Newnan, Georgia - Mayor and Council

Date: May 23, 2023

Agenda Item: Pope Street – Consideration to adopt a resolution for the City of Newnan to grant an emergency access easement agreement with Jeff Lindsey Communities, Inc.

Prepared By: Dean Smith, Planning and Zoning Department

Purpose: To consider adoption of a resolution granting an Emergency Access Road Easement Agreement and Maintenance Agreement to Jeff Lindsey Communities, Inc. for the development known as McIntosh Commons

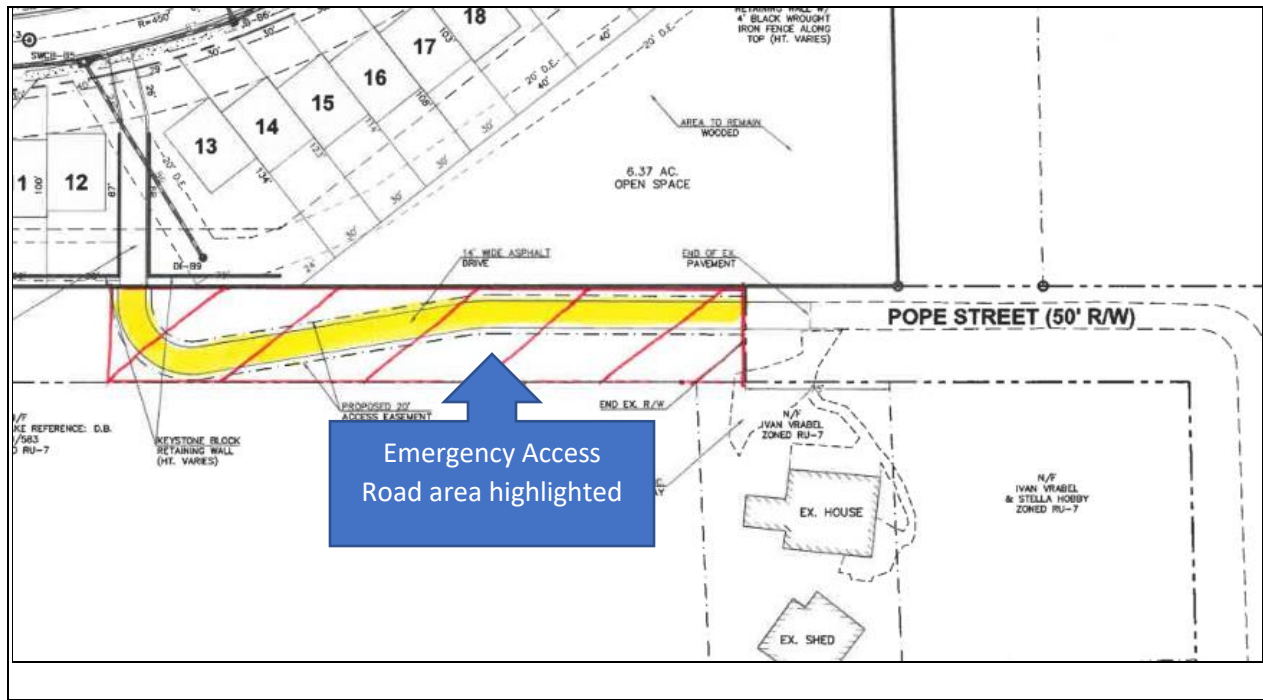
Background: In September 2022, City Council received a request to abandon an unopened portion of Pope Street. City Council directed staff to begin the research and investigation on the merits of granting an abandonment of the unopened and unimproved right-of-way that is known as Pope Street. That process is continuing; however, in the interim, the City has been working with Jeff Lindsey Communities, Inc. to prepare the attached resolution and the accompanying easement agreement for their residential townhouse development named “McIntosh Commons”.

The City of Newnan’s Subdivision Regulations require that any residential development over 25 lots must provide two entrances. The McIntosh Commons development is proposing to build 42 townhouses. The Subdivision Regulations further allow that the second entrance may be limited to emergency access only.

Jeff Lindsey Communities, Inc. has constructed the emergency access road as illustrated in the attached plan and have connected it to the existing paved area of Pope Street.

Recommendation: Staff recommends adopting the resolution allowing the City of Newnan to execute the Emergency Access Road and Maintenance Agreement.

Previous Discussion with Council: September 23, 2022



View of Emergency Access Road from edge of existing Pope Street paved area



View of Emergency Access Road from the McIntosh Commons development.



RECORD AND RETURN TO:
Sanders, Haugen & Sears, P.C.
Attn: C. Bradford Sears, Jr., Esq.
11 Perry Street, Newnan, GA 30263

**STATE OF GEORGIA
COUNTY OF COWETA**

**EMERGENCY ACCESS ROAD EASEMENT AGREEMENT
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2023, between **THE CITY OF NEWNAN, GEORGIA** (hereinafter “Grantor”) and **JEFF LINDSEY COMMUNITIES, INC.**, a Georgia Corporation and McIntosh Commons HOA, Inc., a Georgia non-profit corporation (hereinafter collectively “Grantee”) (the terms Grantor and Grantee shall include their respective heirs, successors and/or assigns where the context hereof requires or permits).

WHEREAS, Grantor is the owner of that certain property in Coweta County, Georgia, more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 24 of the 5th District of Coweta County, Georgia, being that certain road right of way known as “Pope Street 50’ R/W” (the “ROW”). Said right of way is more particularly described on that certain Access Easement plan for McIntosh Commons, said plan is attached hereto as Exhibit “A” and incorporated herein by reference. (the “Grantor Property”)

WHEREAS, Grantee is the owner of certain property in Coweta County, Georgia being described in that certain Limited Warranty Deed from RC & CL Investments LLC, dated February 14, 2020, recorded on March 2, 2020, in Deed Book 5003, Page 682, in the Office of the Clerk of Superior Court, Coweta County, Georgia, reference to said Deed is incorporated by reference herein for a more complete and accurate description of the Property (the “Grantee Property”).

WHEREAS, as a condition of the development of the subdivision known as McIntosh Commons on the Grantee Property, Grantee and its successors and assigns shall construct and maintain an access road located in the Easement Area to provide an additional entranceway for emergency access to and from the improvements to be constructed in McIntosh Commons.

WHEREAS, located within the above described fifty foot (50’) ROW is that certain twenty foot (20’) wide tract of property shown as “Proposed 20’ Access Easement” (“the Easement Area”) as more particularly described on that certain Access Easement plat of survey for Lindsey-Shaw Holdings L.L.C., said plat is attached hereto as Exhibit “A” and incorporated herein by reference. Pope Street lies adjacent to the Grantee Property and the development thereon referred to as

McIntosh Commons and provides access to Pope Street.

WHEREAS, Grantor desires to grant to Grantee a perpetual, non-exclusive easement for ingress/egress and for the construction, maintenance and access to maintain the fourteen foot (14') wide emergency access road (the "Access Road") located in the Easement Area.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

A. GRANT OF EASEMENT

1. Access Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive and unobstructed access, ingress and egress easement (the "Easement") over, upon and across the Easement Area for the purposes of the construction, installation, maintenance, repair and replacement of the Access Road for pedestrian and vehicular access, ingress and egress to and from McIntosh Commons and Pope Street.

2. Temporary Construction Easement. Grantor hereby also grants to Grantee a temporary easement (the "Temporary Construction Easement") on, over, upon, across, through the ROW, for use for normal construction activities while constructing improvements in the Easement Area. The Temporary Construction Easement herein granted shall automatically terminate, without any further action by either party, upon the completion of the construction of the Access Road in the Easement Area as set forth in Section B.

B. INITIAL CONSTRUCTION OF CERTAIN IMPROVEMENTS

1. Access Road. Grantee (its successors and/or assigns), as part of Grantee's development of the Grantee Property, and at the sole cost and expense of Grantee, shall construct and pave the Access Road located within the Easement Area. The above referenced plat shows the Access Road is currently identified as a gravel drive but the drive is to be paved with asphalt within sixty (60) days from the date of this Agreement. Grantee shall pay the cost to design and construct the full access movement via Pope Street to McIntosh Commons. Grantee shall submit plans and specifications to Grantor for approval, which approval shall not be unreasonably withheld, prior to the start of construction.

2. Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations, permits and ordinances.

3. Restoration of Easement Areas. Upon the completion of any work, the Parcel upon which such work was performed shall be restored to a substantially similar condition that existed prior to such work, except to the extent that such Parcel has been maintained or improved as a result of such work.

C. MAINTENANCE PROVISIONS

Following completion of the construction of the Access Road as set forth in Section B, Grantee shall maintain, at its sole expense, the Access Road in good repair and shall cause the same to be repaired or replaced as set forth herein. Any alterations to such improvements requested or desired by Grantee shall require Grantor's prior written approval. The improvements located within the Easement Area shall not be altered, changed or modified (except for routine maintenance and repair) without the prior written consent of the Grantor, such consent to not be unreasonably withheld so long as the proposed modifications would not materially impair or impede the use of the Access Road. The Grantor herein reserves the right to establish the maintenance guidelines required for the Access Road and periodically update those guidelines, in Grantor's sole and absolute discretion, to a standard consistent with Grantee's and its successors and assigns' use of the Access Road.

Notwithstanding anything to the contrary herein, if the Grantor transfers and/or abandons all or any portion of the Grantor Property, Grantor shall retain the right to (i) establish and update the maintenance guidelines set forth above; (ii) enter onto the Easement Area to maintain or repair the Access Road or any portion of the Easement Area; (iii) seek reimbursement of the cost of any maintenance and repair performed by Grantor pursuant to this Agreement; and (iv) to take any and all actions necessary to enforce the terms and conditions of this Agreement (collectively the "Retained Rights"). The Retained Rights are solely for the benefit of Grantor and said Retained Rights shall not be transferred or abandoned to the new owner of the Grantor Property. Any deed from Grantor conveying any portion of the Grantor Property shall contain a reservation of the Retained Rights under this Agreement. The obligation to maintain and repair the Access Road located within this Easement Area shall run with the Grantee Property and be binding upon the heirs, successors, successors-in-title, executors, legal representatives and assigns of the Grantee.

In the event Grantee, or its successors and/or assigns, shall fail to maintain and/or repair the Access Road pursuant to the maintenance guidelines of Grantor, then Grantor may enter into the Easement Area to maintain or repair the Access Road or any portion of the Easement Area. No later than fifteen (15) days following the receipt of an invoice from Grantor, Grantee shall reimburse the Grantor for the cost of such maintenance and repair performed by Grantor. Any amounts payable hereunder not paid within thirty (30) days of the date due shall accrue interest at a rate of fifteen percent (15%) per annum, or the maximum rate permissible under applicable law, whichever is lower (the "Default Rate"). Costs and expenses, including reasonable attorney's fees, accruing and/or assessed pursuant to this Agreement shall be secured by and constitute a lien against the Grantee Property, provided, however, that such lien shall be subject and subordinate to the lien of any third-party mortgage or security deed. Such lien shall only be effective when filed for record as a claim of lien in the official records of the County in which the Development is located.

Upon the establishment by Grantee, or its successors and assigns of a valid homeowner's association pursuant to Georgia Law and the filing of Covenants and Restrictions for Grantee's Property, Grantee shall have the option but not the obligation to convey Grantee's rights and

In the event McIntosh Commons HOA, or its successors or assigns, shall fail to maintain and/or repair the Access Road pursuant to the maintenance guidelines of Grantor, then Grantor may enter into the Easement Area to maintain or repair the Access Road or any portion of the Easement Area. No later than fifteen (15) days following the receipt of an invoice from the Grantor, McIntosh Commons HOA shall reimburse the Grantor for the cost of such maintenance and repair performed by Grantor. Any amounts payable hereunder not paid within thirty (30) days of the date due shall accrue interest at a rate of fifteen percent (15%) per annum, or the maximum rate permissible under applicable law, whichever is lower (the "Default Rate"). Costs and expenses, including reasonable attorney's fees, accruing and/or assessed pursuant to this Agreement shall be secured by and constitute a lien against the Grantee Property, provided, however, that such lien shall be subject and subordinate to the lien of any third-party mortgage or security deed. Such lien shall only be effective when filed for record as a claim of lien in the official records of the County in which the Development is located.

1. **Indemnification.** Grantee, its successors and assigns shall indemnify and hold harmless Grantor from and against any and all claims arising out of or resulting from the injury or death of any person, or damage to property as a result of the use or occupancy of the Access Road and Easement Area by any persons whatsoever.

GRANTOR: The City of Newnan, Georgia
Attn: City Manager
25 LaGrange Street
Newnan, Georgia 30263

With a copy to: Sanders, Haugen & Sears, P.C.
c/o C. Bradford Sears, Jr., Esq.
11 Perry Street
Newnan, Georgia 30263

GRANTEE: Jeff Lindsey Communities, Inc.
140 Village Circle
Senoia, Georgia 30276

McIntosh Commons HOA, Inc.
c/o Freedom Builders, Inc.
140 Village Circle
Senoia, Georgia 30276

With a copy to: Lawson, Beck and Sandlin, LLC
1125 Commerce Drive
Peachtree City, Georgia 30269

3. Estoppel Certificates. Each Party shall, within fifteen (15) days after receipt of another Party's written request therefor, acknowledge and deliver to the requesting Party, a statement in writing certifying to such Party and its lender or prospective lender, and any bona fide prospective purchaser of such Party's parcel: (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which any charges or amounts due to or owed by such Party hereunder have been paid; (iii) whether, to such Party's knowledge, any default has been declared pursuant to this Agreement by any Party that has not been cured, (iv) whether the Party furnishing such certification has any knowledge of any facts or circumstances which it reasonably believes constitute or would give rise to default by any Party, and (v) identifying the date of this Agreement and any amendment hereto.

4. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Time is of the essence of this Agreement. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties except as specifically set forth herein. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be held by a court in an action affecting this Agreement to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by applicable law. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge

them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

5. Covenants Running with the Land. This Agreement and the rights and obligations contained herein shall run with title to the land affected hereby. Grantor and Grantee hereby agree that only upon the written consent of all parties hereto may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

IN WITNESS WHEREOF said parties have hereunto set their hands and seals, this ____ day of _____, 2023.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

GRANTOR
THE CITY OF NEWNAN, GEORGIA

BY: _____
Name: _____
Title: _____

GRANTEE
JEFF LINDSEY COMMUNITIES, INC.

BY: _____
JEFFREY LINDSEY, PRESIDENT

GRANTEE:
McINTOSH COMMONS HOA, INC.

BY: _____
JEFFREY LINDSEY, PRESIDENT

EXHIBIT “A”

RESOLUTION OF THE CITY OF NEWNAN

RE: UNOPENED portion of Pope Street running in a northerly direction from the paved area of Pope Street to the southerly right of way of McIntosh Parkway as shown on Plat of Survey by McLain Surveying, Inc. in the City of Newnan, Land Lot 24, 5th Land District, Coweta County Georgia attached hereto as Exhibit "A".

WHEREAS, an unopened extension of Pope Street is shown as a road way running in an northerly direction from the paved area approximately 800 ± feet to the southerly right of way of McIntosh Parkway; and

WHEREAS, the unopened portion of Pope Street was never constructed as a public street; and

WHEREAS, the City of Newnan has adopted no current plan to open, improve, construct or maintain a roadway in this area; and

WHEREAS, Jeff Lindsey Communities, Inc. ("Lindsey"), for itself and for McIntosh Commons HOA, Inc. ("HOA") the adjoining property owner to the east, has asked the City of Newnan to grant an Emergency Access Road Easement Agreement and Maintenance Agreement to permit emergency access to the residential development being constructed by Lindsey from the paved portion of Pope Street.

THEREFORE, BE IT RESOLVED that Jeff Lindsey Communities, Inc. and McIntosh Commons HOA, Inc. be and is hereby granted a 20 foot wide Emergency Access Easement running from the end of the pavement of Pope Street over, across and through the unpaved portion of Pope Street as shown on the attached Exhibit "A" be approved for execution by the Mayor, Mayor Pro-Tem and City Clerk.

FURTHER RESOLVED that Emergency Access Road Easement Agreement and Maintenance Agreement to permit emergency access to the residential development being constructed by Lindsey from the paved portion of Pope Street be granted to Jeff Lindsey Communities, Inc. and McIntosh Commons HOA, Inc. in the form attached hereto as Exhibit "B" be approved for execution by the Mayor, Mayor Pro-Tem and City Clerk.

Adopted in open session this ____ day of _____, 2023.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Dustin Koritko, Mayor Pro-Tem

Cleatus Phillips, City Manager

George M. Alexander, Councilmember

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember



To: Mayor and Council
Date: May 23, 2023
Agenda Item: 25 Pinson St - Owner update and request for extension.
Prepared By: Matt Murray, Code Enforcement Officer

Purpose:

Owner to update council on status and request an extension to repair the dilapidated structure at 25 Pinson St.

Background:

Owner: SKA Realty Services LLC

Funding:

N/A

Recommendation:

Staff is requesting council to accept the extension request from owner in order to complete the renovations to the property.

Attachments:

1. 25 Pinson St - 1
2. 25 Pinson St - 2
3. 25 Pinson St - 3

Previous Discussion with Council:

March 31, 2022 – Council informed of conditions.

April 12, 2022 – Public hearing was requested.

May 24, 2022 – Public Hearing was held with 90-day resolution deadline adopted by council.

August 23, 2022 – 90-day extension request was granted by council.

November 22, 2022 – 90-day extension request was granted by council.

February 23, 2023 – 90 day extension request was granted by council.







**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA, BY ADOPTING CERTAIN
TEXT AMENDMENTS; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan has discussed the issue of providing for certain text amendments to the City's Zoning Ordinance with regard to certain regulations and requirements of the City's Zoning Ordinance adopted September 12, 2017, as amended, and referred the issue to the Planning Commission for consideration and recommendation of certain text amendments to the City's Zoning Ordinance; and

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

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the text amendments not less than fifteen (15) nor more than forty-five (45) days from the date of publication of notice, which public hearing was held on the 25th day of April, 2023; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to adopt certain text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations to amend the regulations and requirements of the City's Zoning Ordinance and the City's Subdivision Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by authority of the same that the following text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations be and are hereby adopted as follows:

Section I. Zoning Ordinance, Article 2 Amendment.

Article 2 is hereby amended as set forth herein below and a revised Article 2 as shown on Exhibit "A" attached hereto and made a part hereof is hereby adopted in its entirety as amended and made a part of the City's Zoning Ordinance:

Article 2

(i) Change Adult Day Care Centers and Child Day Care Centers in non-residential zoning districts from "S"-Special Exception to "A/R"-Allowed with Restrictions. A Special Exception use requirement would remain for any Child Day Care or Adult Day Care Centers in residential zoning districts. •

(ii) Add a prohibition on cargo containers in all residential zoning districts as both a principal and an accessory use. In Non-residential zoned districts, the use shall be defined as “S”-Special Exception uses for principal uses and “A/R”-Allowed with restrictions as non-residential accessory structures which are set out in the existing Article 3, Section 3-15.●

(iii) Change Duplexes from “S”-Special Exception in the RU-I zoning district to “A”-Allowed. This proposed change offers more workforce housing options in the inner city and redevelopment opportunities with the vacant, infill lots.

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

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

Section IV. This Ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED by the City Council of the City of Newnan, Georgia, this _____ day of _____, 2023 in regular session assembled.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Dustin Koritko, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA, BY ADOPTING CERTAIN
TEXT AMENDMENTS; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan has discussed the issue of providing for certain text amendments to the City's Zoning Ordinance with regard to certain regulations and requirements of the City's Zoning Ordinance adopted September 12, 2017, as amended, and referred the issue to the Planning Commission for consideration and recommendation of certain text amendments to the City's Zoning Ordinance; and

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

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the text amendments not less than fifteen (15) nor more than forty-five (45) days from the date of publication of notice, which public hearing was held on the 25th day of April 2023; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to adopt certain text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations to amend the regulations and requirements of the City's Zoning Ordinance and the City's Subdivision Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by authority of the same that the following text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations be and are hereby adopted as follows:

Section I. Zoning Ordinance, Article 3 Amendment.

Article 3 is hereby amended as set forth herein below and a revised Article 3 as shown on Exhibit "A" attached hereto and made a part hereof is hereby adopted in its entirety as amended and made a part of the City's Zoning Ordinance:

Article 3

- (i) Delete Section 3-83 (a) – This section requires a permit for Garage, Carport, Rummage or Yard Sales.

(ii) Delete Section 3-83 (f) – This section requires a permit and has zoning use restrictions for athletic events using public rights-of-way. Since this was adopted by the City, the process of allowing races and other athletic events on public streets has changed and is typically handled through other means. This section is no longer relevant to the current practice.

(iii) Delete Section 3-83 (g) – This section requires a permit and sets use standards for in-home seminars or commercial parties, i.e., Pampered Chef and the like. To the collective knowledge of the City Clerk and the Planning Department, no permit has ever been issued in the past 3 years for an in-home seminar or commercial party. No longer relevant.

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

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

Section IV. This Ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED by the City Council of the City of Newnan, Georgia, this _____ day of _____, 2023 in regular session assembled.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Dustin Koritko, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA, BY ADOPTING CERTAIN
TEXT AMENDMENTS; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan has discussed the issue of providing for certain text amendments to the City's Zoning Ordinance with regard to certain regulations and requirements of the City's Zoning Ordinance adopted September 12, 2017, as amended, and referred the issue to the Planning Commission for consideration and recommendation of certain text amendments to the City's Zoning Ordinance; and

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

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the text amendments not less than fifteen (15) nor more than forty-five (45) days from the date of publication of notice, which public hearing was held on the 25th day of April 2023; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to adopt certain text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations to amend the regulations and requirements of the City's Zoning Ordinance and the City's Subdivision Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by authority of the same that the following text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations be and are hereby adopted as follows:

Section I. Zoning Ordinance, Article 4 Amendment.

Article 4 is hereby amended as set forth herein below and a revised Article 4 as shown on Exhibit "A" attached hereto and made a part hereof is hereby adopted in its entirety as amended and made a part of the City's Zoning Ordinance:

Article 4

Section 4-5 (b) Group developments – change the introductory sentence to: A group development of two or more buildings containing an apartment residential use; commercial use or industrial use on a lot of record of 2 acres may be constructed provided that:

Sec. 4-5. – Number of Principal Buildings.

(a) Only one principal building and its customary accessory buildings may hereinafter be erected on any lot of record except as otherwise provided in Subsection (b) below.

(b) Group Developments.

A group development of two or more buildings containing an apartment residential use, commercial use or industrial use on a lot of record of at least 2 acres in area may be constructed provided that:

(1) Uses shall be limited to those allowed within the district in which it is located.

(2) Density and building coverage requirements of the district are met.

(3) The distance of every building from the nearest property line shall be adequate to meet all setback and other dimensional requirements of the district in which the lot is located.

(4) An unobstructed passageway at least 15-feet wide is maintained from a public street to each building for use by service and emergency vehicles.

(5) Each building on the lot is separated by at least 5 feet from any other building on the lot.

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

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

Section IV. This Ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED by the City Council of the City of Newnan, Georgia, this _____ day of _____, 2023 in regular session assembled.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Dustin Koritko, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA, BY ADOPTING CERTAIN
TEXT AMENDMENTS; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan has discussed the issue of providing for certain text amendments to the City's Zoning Ordinance with regard to certain regulations and requirements of the City's Zoning Ordinance adopted September 12, 2017, as amended, and referred the issue to the Planning Commission for consideration and recommendation of certain text amendments to the City's Zoning Ordinance; and

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

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the text amendments not less than fifteen (15) nor more than forty-five (45) days from the date of publication of notice, which public hearing was held on the 25th day of April 2023; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to adopt certain text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations to amend the regulations and requirements of the City's Zoning Ordinance and the City's Subdivision Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by authority of the same that the following text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations be and are hereby adopted as follows:

Section I. Zoning Ordinance, Article 13 Amendment.

Article 13 is hereby amended as set forth herein below and a revised Article 13 as shown on Exhibit "A" attached hereto and made a part hereof is hereby adopted in its entirety as amended and made a part of the City's Zoning Ordinance:

Article 13

Definitions

- Recreational Vehicles section -add "equipped with or without wheels" and "Recreational vehicles shall not be considered equivalent to, nor permitted,

as permanent residential structures. Recreational vehicles may not be used for living, sleeping, housekeeping purposes, unless authorized by City Council for temporary emergency shelters. Recreational vehicles shall not be used as storage sheds. See Article 7 for recreational vehicle parking standards and location requirements.”

- Transitional Shelters section – add “Such shelters include, but are not limited to, emergency shelters, maternity houses, group homes, homeless shelters, supportive housing and the like.”

R

RECHARGE AREA. Any portion of the earth’s surface, where water infiltrates into the ground to replenish an aquifer.

RECREATIONAL VEHICLE. Any vehicle, including motorized homes, campers, travel trailers, camping trailers, motor coaches, pickup campers or coaches, designed and/or used for temporary living or sleeping quarters or recreational purposes and equipped with or without wheels to facilitate movement from place to place. This definition also includes other crafts or vehicles for recreational purposes, such as watercraft, boats (with or without trailers), wave runners, four wheelers, all-terrain vehicles and bus recreational vehicles. Recreational vehicles shall not be considered equivalent to, nor permitted, as permanent residential structures. Recreational vehicles may not be used for living, sleeping, or housekeeping purposes unless authorized by City Council for temporary emergency shelter purposes. See Article 7 for recreational vehicle parking and location criteria.

TRANSITIONAL SHELTER. A charitable, nonprofit, short term housing and/or room and board accommodations for poor, transient, or needy individuals or families which must meet the minimum criteria for such a facility as specified in this Ordinance. Such shelters may include, but are not limited to, emergency shelters, maternity houses, group homes, homeless shelters, supportive housing and the like.

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

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

Section IV. This Ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED by the City Council of the City of Newnan, Georgia, this _____ day of _____, 2023 in regular session assembled.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Dustin Koritko, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

**AN ORDINANCE TO AMEND THE SUBDIVISION REGULATIONS
OF THE CITY OF NEWNAN BY ADOPTING CERTAIN
TEXT AMENDMENTS; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan adopted certain text amendments to the City's Subdivision Regulations in the year 2021; and

WHEREAS, the City Council of the City of Newnan has discussed the issue of providing for certain additional text amendments to the City's Subdivision Regulations, as amended, on the issue of private streets and referred the issue to the Planning Commission for consideration and recommendation of certain text amendments to the City's Subdivision Regulations; and

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

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the text amendments not less than fifteen (15) nor more than forty-five (45) days from the date of publication of notice, which public hearing was held on the 25th day of April 2023; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to adopt certain text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations to amend the regulations and requirements of the City's Zoning Ordinance and the City's Subdivision Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by authority of the same that the following text amendments to the City's Subdivision Regulations be and are hereby amended as follows:

Section 1. Subdivision Regulations Amendments to Section 11-14, Private Streets.

Section 11-14 is hereby amended as set forth herein below and a revised Section 11-14 and incorporated within the City's Subdivision Regulations as shown on Exhibit "A" attached hereto and made a part hereof which is hereby adopted in its entirety as amended:

Section 11-14.

Delete the requirement found in Section 11, Paragraph 14 as below:

~~Construction of private streets shall not be allowed unless the City Council approves such proposal following review and recommendation by the Newnan Planning Commission and finds the following conditions and criteria have been satisfied:~~

Private streets would still have to be built to City standards, reviewed, inspected and approved by the City's Engineering Department prior to any houses or structures being allowed to be built on any development using private streets.

14. **Private Streets.**

~~Construction of private streets shall not be allowed unless the City Council approves such proposal following review and recommendation by the Newnan Planning Commission and finds the following conditions and criteria have been satisfied:~~

Street name signs shall be provided by the developer at the intersections of public streets with private streets. All traffic control devices shall be selected, designed, and installed, according to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), as published by the Federal Highway Administration (FHWA) and shall include pavement marking, signing, and signaling devices. Unless approved by the City Engineer, the minimum size of regulatory and warning signs shall be as shown in the MUTCD for conventional roads. The maintenance of all traffic control devices on private streets shall be included in the maintenance agreement.

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

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

Section IV. This Ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED by the City Council of the City of Newnan, Georgia, this _____ day of _____, 2023 in regular session assembled.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Dustin Koritko, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

May 15, 2023

Dear Mayor and City Council,

I am submitting this request to you on behalf of First Baptist Church of Newnan.

We will be having Vacation Bible School from 8:30 am to 12 noon the week of June 12th to June 16th. We will begin registering children each morning at 8:00am. Due to the safety of the children attending Vacation Bible School and then being picked up from Vacation Bible School, we would like to obtain permission to block Brown Street from the intersection of Brown Street/West Washington Street to the intersection of Brown Street/Madison Street from the time of 8:00 am until 12:30 pm each day during the week of June 12th-16th.

We are grateful for your consideration in this endeavor and look forward to hearing from you. If you have any questions, please contact me by the information listed below or on my cell phone at 470-233-4637.

Sincerely,

Ashlee Grace Chitwood
Interim Children's Director
First Baptist Church
15 West Washington St.
Newnan, GA 30263
770-253-0797
www.fbcnewnan.org