



Newnan City Council Meeting

June 13, 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 May 23, 2023

REPORTS OF BOARDS AND COMMISSIONS

- B. 2 Appointments - Convention Center Authority, 3 year terms
- C. 4 Appointments - Cultural Arts Commission, 3 year terms
- D. 5 Appointments - Keep Newnan Beautiful, 3 year terms
- E. 1 Appointment - Parks Commission, 3 year term
- F. 1 Appointment - Tree Commission, 3 year term

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- G. Public Hearing - Application for Alcohol Beverage License - BJ's Wholesale Club - Retail Off Premise (Package) Sales of Malt Beverages and Wine - 331 Newnan Crossing Bypass - Reason: Personnel
- H. Public Hearing - Demolition request of 24 Burch Ave
- I. 2021 Budget Amendment Year End Per Audit Purposes
- J. Consideration of Second Amendment to MEAG Solar Power Agreement
- K. Consideration of Resolution to Appoint 2023 MEAG Power Annual Election Voting Delegates
- L. Rezoning request for RZ2023-02 by LDO Coweta, LLC; 35.49 +/- acres located at 2037 Newnan Crossing Bypass (Tax Parcel # 087-5011-003) ; Requested zoning from RS-15 (Suburban Residential Single Family Dwelling District-Medium Density) to RMH (Residential Multiple-Family Dwelling-Higher Density District) for the purpose of construction 163 townhouse development - For Information Only

- M. Consideration of Construction Contract Award, Budget and Funding for Planning & Zoning Department Renovations
- N. Consideration of an Intergovernmental Agreement between Coweta County, the City of Newnan, and other qualified municipalities of Coweta County for the purposes of identifying project cost estimates and other terms for the upcoming SPLOST referendum.
- O. Consideration of a Resolution Setting the Date for the General Election and Qualification Period for Candidates in the 2023 General Election
- P. Consideration of a Resolution Appointing an Election Superintendent for the 2023 General Election
- Q. Discussion on Holding Work Sessions for Rezoning and Annexation Cases

UNFINISHED BUSINESS

- R. 2nd and Final Reading - Rezoning Request RZ2023-01 by Freedom Land Holdings, LLC for 5.82 ± acres located at Old Atlanta Highway

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- S. Request from Damian Wilson of Phantom Fireworks to extend business hours

MOTION TO ENTER INTO EXECUTIVE SESSION

- T. Motion to Enter into Executive Session

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, May 23, 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, Rhodes Shell, George Alexander, Cynthia Jenkins, Dustin Koritko and Paul Guillaume. 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 25, 2023

Motion by Councilman DuBose, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council Meeting on April 25, 2023 and adopt them as presented.

MOTION CARRIED. (7-0)

REPORTS OF BOARDS AND COMMISSIONS

B. Appointment – Keep Newnan Beautiful, interim term

Motion by Councilman DuBose, seconded by Councilman Alexander to accept the resignation of Matt Bryan from Keep Newnan Beautiful.

MOTION CARRIED. (7-0)

C. Appointment – Parks Commission, 3-year term

Continue to next agenda.

D. Appointment – Tree Commission, 3-year term

Continue to next agenda.

E. Appointment – Urban Redevelopment Agency, 3-year term

Motion by Mayor Brady, seconded by Mayor Pro Tem Koritko to appoint Jess Barron to the Newnan Urban Redevelopment Agency for a 3-year term.

MOTION CARRIED. (7-0)

F. Appointments – Youth Activities Commission, 3-year term

Motion by Councilman Shell, seconded by Councilman Alexander to re-appoint Peyton Shelnutt for another 3-year term.

MOTION CARRIED. (7-0)

G. Newnan Youth Council – Graduating Seniors

Mayor Brady, Councilwoman Jenkins and Roy Garner, Chairman of the Newnan Youth Activities Commission announced the graduating seniors and their future plans. They were presented with certificates and honor cords. Graduating Seniors: Danny Blanco, Lacey Daniell, Jabrea Fowler, Lauren Johnson, Rylie Johnson, Will Koritko, Lilliana Maxfield, Rees Poulakos, Isabella Rodriguez, Dabria Wells and Zach Zachary.

NEW BUSINESS

H. Public Hearing – Application for Alcohol Beverage License – Madhu 2023 LLC dba JD Food Mart

Mayor Brady opened a public hearing on the application for a Retail Off Premise (Package) Sales of Malt Beverages and Wine for JD Food Mart, 100 Temple Ave.

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

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Koritko to approve the application for a Retail Off Premise (Package) Sales Malt Beverages and Wine License.

MOTION CARRIED. (7-0)

I. Public Hearing – Demolition Request of 2 Westgate Park Way

Mayor Brady opened the public hearing.

Bill Stephenson, Chief Building Official, explained that this property is owned by the Newnan Housing Authority. Tracy Dunnavant, Planning Director and Sandra Strozier,

Executive Director of the Newnan Housing Authority were in attendance for this item. The estimated cost to repair exceeds the value of the house. A visibility study was conducted. This property is under the NSP 3 Program.

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

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to grant the request for demolition at 2 Westgate Park Way.

MOTION CARRIED. (7-0)

J. Election of GMA's District 4 Officers for 2023-2024

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to approve the slate of nominees as presented.

MOTION CARRIED. (7-0)

K. Appointment of Voting Delegate for Annual GMA Business Meeting

Mayor Brady stated that he usually attends this meeting and acts as delegate but he is not attending this year. Councilman Guillaume volunteered to be delegate.

Motion by Councilman Alexander, seconded by Councilman Shell to appoint Councilman Guillaume as delegate.

MOTION CARRIED. (7-0)

L. Request to Abandon Right of Way – Portion of Newnan South Industrial Drive

Dean Smith, Senior Planner, explained that this is the first step in the process. If directed then staff will do the research and bring this back to Council at a public hearing. Mayor Brady stated that the property owner owns both sides of the street and his concern is losing a cul de sac at the end of a street. The area is an industrial park and sometimes an 18-wheeler or public safety vehicle may need a cul de sac to turn around. Mayor Brady asked that the process include asking the owners to build a cul de sac where the abandoned property ends.

Councilman Shell asked what the owners plans are? Mr. Smith explained that they needed 200ft of road frontage on a public road and they plan to gate it and secure their premises.

Mayor Pro Tem Koritko asked if the access road is private? Mr. Smith stated he is not sure but believes that it is for access for another business. There are other users and businesses in that industrial park area.

Mr. Smith explained that there are many moving parts with this request and staff may do their research and then recommend to not abandon the right of way.

Motion by Councilman Alexander, seconded by Councilman DuBose to instruct staff to begin the process and to include the possibility of another cul de sac being constructed.

MOTION CARRIED. (7-0)

M. Consideration of Bid Award for a 19,500lb GVW Service Truck

Ray Norton, Public Works Director, explained that this is to replace a truck that is 11 years old and was not budgeted to be replaced this year.

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to approve the bid award as presented.

MOTION CARRIED. (7-0)

N. Consideration of Ordinance Amendment to Chapter 17, Solid Waste, of the Code of Ordinances

Mr. Norton explained that there are two changes being made to the ordinance. One is to clarify that each residential property would be charged, for example a duplex would be two accounts. Mr. Sears explained that the second change is due to some things that have happened at the State level regarding non-payment. The change is to state that no jail time will be required for non-payment.

Mayor Pro Tem Koritko asked Mr. Sears about two points of grammar in the ordinance, one change was noted by Mr. Sears and made.

Motion by Councilman Alexander, seconded by Councilman Shell to adopt the ordinance amendment as presented.

MOTION CARRIED. (7-0)

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

Andrew Moody, Special Projects Manager, stated that this grant was authorized by Council in April and the request is to assign it to the Newnan Urban Redevelopment Agency for the purpose of decisions such as contractors and design while the City retains stewardship of the funds.

Councilwoman Jenkins asked what assigning the funds to NURA does for the City? Mr. Moody answered that it simply selects a body that will assist in moving designs through in a faster, more efficient way. It will centralize things. She then asked if this comes back to

Council in any way? Mr. Moody stated that if Council requests they can be updated but it is not required. They intend to partner with the Housing Authority for the new build portion, for the lease to purchase program and City Staff will handle reporting in house. Councilwoman Jenkins then asked if they have considered working with Habitat for Humanity? Mr. Moody said they are going to consider all available partners. They do need to know sub-recipients ahead of time if they are going to receive direct funding.

Councilwoman Jenkins expressed concern regarding pricing on the homes given her experience working with Habitat, although not in Coweta County. In her experience they are able to come in lower because the houses are built by Habitat affiliates and that leaves more money to go back into the community. Mr. Moody said the stated price of \$275,000 in the request is also taking into consideration relocation costs, wages and other costs. They do intend to take the income from the sales of the homes to build more homes. They do have the lots right now for the initial 10 homes.

Mayor Pro Tem Koritko asked about ownership of the property. Mr. Moody explained that the City will maintain ownership of the properties. If Habitat were brought in the City would need to ensure that they received the income from the sale of the homes to continue to build new houses.

Mayor Brady asked about reporting. Mr. Moody said that HUD will require quarterly reports and those can be provided to Council as well. Councilman Guillaume asked if working with other entities creates additional hurdles for NURA? Councilwoman Jenkins explained that other cities don't have NURA, they just have a HUD division. So essentially NURA is doing what HUD would do in other cities. Councilwoman Jenkins expressed concern about missing people who really need this with the process that is setup and that is why she is an advocate for Habitat.

Mr. Moody stated that the importance of getting the project assigned and the budget submitted to HUD is to expedite the project. This is just designed to give HUD a broad overview and does not give the income specifics, so there is still time to figure that out. Mayor Brady asked if things seem to not be working down the road can things be changed? Mr. Moody stated yes, NURA is a sub-recipient and the City will still have oversight of the funding.

Motion by Councilman Alexander, seconded by Councilman Shell to assign the funds to the Newnan Urban Redevelopment Agency as requested.

MOTION CARRIED. (7-0)

P. Consideration of Surplus Property Declaration and Disposition of Capital Assets and Controlled Assets

Motion by Councilman Alexander, seconded by Councilman Shell to adopt the resolution as presented.

MOTION CARRIED. (7-0)

Q. Consideration of Resolution and Agreement for Use of Funds the City Received from National Opioid Settlements

Mayor Brady stated that there was a change to the agreement that was in the agenda originally and copy of that has been provided to Council.

Hasco Craver, Assistant City Manager, explained that Council voted last year to join two national settlements against distributors and manufacturers of opioid medications. As a result, the City has been awarded funds and those funds have to be used in a particular manner. Mr. Craver and Mr. Phillips met with different groups and recommend that the City enter into an agreement with Coweta Force for a program called Peer. The program places a practitioner in the ER of Piedmont Newnan to assist individuals struggling with addiction.

City Attorney stated that because of the change in the agreement, a caveat needed to be added to the resolution as well.

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to adopt the amended resolution and agreement as presented.

MOTION CARRIED. (7-0)

R. Consideration of Ratification of Purchase and Budget Renovations of Real Property at 24 and 26 Jefferson Street

Motion by Councilman Shell, seconded by Councilman Alexander to approve the ratification of the purchase of 24 and 26 Jefferson Street.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Councilman Alexander to adopt the budget for renovations as presented.

MOTION CARRIED. (7-0)

City Manager thanked Mark Johnston for taking the lead and doing the due diligence for this project. This is the old BB&T/Truist building in downtown and the City will be relocating the Sanitation Customer Service and Billing into this building. The parking lot is going to be preserved for public parking and additional spaces should be able to be added, so that will probably come back to Council for budget amendments.

Councilman Shell asked what the time frame is on this? Mr. Johnston said there are a few things that need to be done but hopefully 60 days, maybe sooner.

UNFINISHED BUSINESS

S. Public Hearing – Rezoning Request RZ2023-01 by Freedom Land Holdings, LLC for 5.82 + acres at Old Atlanta Highway (Tax Parcel #073C 044 and #073C 045); Requested zoning from PDC/PDO to PDR for 36 townhouse-style condominiums

Mayor Brady recused himself due to a business relationship. Mayor Pro Tem Koritko took over the meeting and stated that each side would have 15 minutes to speak.

Chris Cole, Senior Planner, gave an overview of the request. The request is to rezone the property from PDC (Planned Commercial Development District) and PDO (Planned Office and Institutional District) to PDR (Planned Residential Development). The proposed site density would be 6.19 units per acre with price points in the \$400's and 1,300 sq ft per unit. A maximum of 15% of the units will be allowed as rentals. The applicant was required to submit a Tree Management Plan which was reviewed by the City's Landscape Architect. Staff received two emails in opposition to the request.

Mr. Cole gave a summary of the 8 required standards. Staff believes the proposed use is suitable with surrounding properties being residential, office and commercial. The proposed residential units would be a less intense use than what could potentially be developed there and will not adversely affect existing uses. The property can be used as currently zoned. The proposed use will not cause an excessive use of public facilities. The applicant was not required to submit a Community Impact Assessment or traffic study given the number of units proposed. The proposed use is compatible with the Comprehensive Plan and is consistent with the purpose and intent of the proposed zoning district. The project supports new or changing conditions and a reasonable balance. Overall, the proposed project meets 7 of the 8 standards.

The Planning Commission voted unanimously to recommend approval at their April 11, 2023 meeting, with the following conditions:

1. The project will be consistent with the Project Plan, density, data, amenities, proffered conditions, tree management plan and architectural detail as provided in the application packet.
2. The project shall comprise a maximum of 36 units and minimum of 1,300 square feet.
3. The HOA will include in its Covenants and Restrictions a prohibition against the residents or their guests using the existing amenities in the Avery Park Subdivision with financial penalties if this is violated; unless an agreement for use 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 for 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 memo 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 part of this ordinance.

Mayor Pro Tem Koritko opened the public hearing.

Applicant:

Melissa Griffis on behalf of Freedom Land Holdings with James Nicholson spoke about the project. She asked that all of their materials provided be made part of the record for the meeting. She explained that they did edit their originally submitted conceptual plan which had 39 units but then that application was withdrawn.

They are offering amenities of a playground and dog park although those are not required. They have been working with the HOA at Avery Park to work some things out. All units will be front facing to the entrance. They offered to change from 15% rental to stating only 5 units will be rentals. The detention pond was moved underground which was based on recommendations from City staff. Ms. Griffis asked to save time for rebuttal.

James Nicholson with Freedom Land Holdings introduced himself. He explained they are a local builder/developer in Coweta County. He said they are excited about the project.

Opposition:

1. Michael Scharko, a resident in Avery Park spoke first and asked all of his neighbors who were there in opposition to stand to show their support. Mr. Scharko spoke about all of the ongoing residential developments in Newnan including 100 new units approved for construction already on Old Atlanta Highway. This will stress the intersections with Old Atlanta Highway and US 29. He had a petition he circulated and got 65 signatures in opposition to this project.

Mr. Scharko spoke about the displeasure of this new development getting to capitalize on the Avery Park amenities. The commercial property was intended to have small businesses to benefit Avery Park and surrounding residents, similar to Summergrove. Many residents of Avery Park would still like to see this. He has heard talk of the missing middle residential need and cannot see how a \$400,000 townhome would quantify.

2. Suzanne Capannelli, a resident of Avery Park spoke about the traffic issues that already exist at The Blvd and The Crescent. There is also a parking issue as the development only has so many spaces for each lot. People will be parking on The Blvd and The Crescent and taking up all extra spaces on the street. Ms. Capannelli also expressed concern if the development is allowed to buy into the Avery Park

HOA, the pool is already small and packed on busy weekends. She referenced past developments that were high density and citizens came to Council to get them voted down.

3. Kristine Henning, a resident of Avery Park spoke about how the townhomes would be right at her front door step. She expressed concern about traffic as there is already trouble with the two exits they have and trying to get to I85. The infrastructure of Newnan is an issue and needs to expand to accommodate the expanding residential. She expressed concern about the density of the proposed development as well. She asked if lights exiting the neighborhood can be considered if this development is approved.
4. William Plenty, a resident of Avery Park spoke about the traffic issue from a safety perspective. The condos right at the front of the neighborhood will look unsightly and that will affect property values. He asked that City Council deny this request.

City Attorney advised that there may be someone who wants to speak in favor of the development and that was not asked. Mayor Pro Tem Koritko asked if anyone wanted to speak for the project.

In Favor:

1. Victoria Kraus stated that she is an employee of the City of Newnan and she was representing Pokey's Place, the humane society adjacent to the proposed development. She explained that while she appreciates the open space that is there now, as it is zoned commercial currently you never know what could end up there and the type of people that might bring. The residential can allow a community to continue to grow. She did caution that dogs are housed at Pokey's Place and that sellers may want to mention that to prospective buyers so they are aware. She thinks the proposed development facades go nicely with what is already there.

Rebuttal:

Ms. Griffis addressed a few of the points made in opposition. Regarding the traffic study not being done, it was not because of the number of units, it was the professional opinion of the City Engineer that it was not needed. Traffic lights being installed would not be controlled by the developer or by the City but by GDOT. There is a gated entrance at the pool and someone sitting there. So, someone who is not a resident with access would not be able to get in. The plan does meet the parking requirements set by the City and there are existing bump outs for excess parking.

The developer already chose to put facilities underground because of concerns with run off and more parking would mean more run off. They have 50% landscaping where the

requirement is only 10%. In regards to the density they do meet the PDR requirements and this will be a down zoning.

Mayor Pro Tem Koritko closed the public hearing.

Motion by Councilman Alexander, seconded by Councilman Shell to accept the report from the Planning Commission.

MOTION CARRIED. (7-0)

Councilman Guillaume asked about the HOA for the development and being part of the Avery Park HOA. Ms. Griffis stated that they are not sure at this point. They spoke to the attorney for the Avery Park HOA but they would need 2/3 vote from the neighborhood. If they don't work something out with Avery Park they will have their own HOA anyway to address landscaping and other things that will be taken care of for residents.

Mayor Pro Tem Koritko asked sidewalk width and unit details. Ms. Griffis said the sidewalks will be city standard and units will be 3-4 bedrooms. They also discussed the 5-unit max rental and a time frame on that. The concern with a time frame is the wording since all 36 units will not be moved in on the same day. The development will be walkable and the playground area will be away from traffic.

Councilwoman Jenkins said she had several people reach out to her in opposition, not just the residents in attendance at the meeting. People who purchased homes in the area and this changes the area and what they expected.

Motion by Councilman Guillaume, seconded by Councilman Alexander to adopt the ordinance for rezoning. Opposed: Jenkins. 2nd and Final Reading next agenda.

MOTION CARRIED. (5-1)

T. Consideration of a Resolution – Grant an Emergency Access Road Easement and Maintenance Agreement for a portion of Pope Street

Dean Smith, Senior Planning, explained that the request to abandon Pope Street is still being worked on. This allows Jeff Lindsey to move forward with his project while the abandonment is still being figured out. The construction of the emergency area is almost done, it's drivable and it has a locked gate. They have full maintenance responsibility for it.

Mayor Brady asked if the maintenance is with the developer now until it's transferred to the HOA? Mr. Smith stated yes.

Motion by Councilman Alexander, seconded by Councilman Shell to adopt the resolution and maintenance agreement as presented.

MOTION CARRIED. (7-0)

U. 25 Pinson – Owner Update and Request Extension

Matt Murray, Code Enforcement Officer, first wanted to update Council on 31 Jones St. as a 45-day update had been requested. There has been no response from the family and the property is still in the same condition.

Mr. Murray then explained that for 25 Pinson St. that the 90 days granted has expired. The owner has not been able to focus completely on this as he was called out of the country and has had issues with contractor availability. The exterior is mostly complete and the interior rough needs to be done with just electrical left. He is asking for 120 days and feels confident he can finish in that time. Mr. Murray was fine with the extension and confirmed the house is secure.

Motion by Councilman Alexander, seconded by Councilman Shell to grant the request for a 120-day extension.

MOTION CARRIED. (7-0)

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

Motion by Councilman Alexander, seconded by Councilman DuBose to approve the text amendments and subdivision regulations as presented.

MOTION CARRIED. (7-0)

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

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

MOTION CARRIED. (7-0)

OFF AGENDA:

1. Loretta Stinson requested to close part of Wesley Street on July 29th for Rocky Hill Day. Chief Blankenship was asked his opinion and he said they should be able to accommodate the closure. The closure would be from 12-6pm.

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to close a portion of Wesley St. on July 29th for Rocky Hill Day.

MOTION CARRIED. (7-0)

Ms. Stinson invited Council, Police Department and everyone to attend the event.

2. Gail Lustig said she was there on behalf of two local animal rescues, Hearts and Homes and the Coweta Humane Society. They wanted to bring a concern to Council regarding the City of Newnan Animal Services. When a sick or injured animal is picked up in the County, the County has money to use for the animal to see a veterinarian, it is an amount per animal and if the cost exceeds that set amount then the local rescues are asked to cover the difference.

The City of Newnan does not have money allocated for this. If an animal is picked up by the City they call one of the rescues and ask if they will pay the total costs. If the rescue is not able to then the animal is euthanized. Ms. Lustig requested that money be allocated in the City's budget for sick or injured animals that are picked up.

City Manager said he has never had a request come to him for this and he is not familiar with how this works. He will need more information. Chief Blankenship said he would also need to get more information and talk to animal control.

Mayor Brady said they did not have an answer for Ms. Lustig but they appreciate her bringing this to them and they will get more information and find an answer.

COUNCIL:

Councilwoman Jenkins mentioned a complaint she received about a house on Robinson Street that needs to be looked at by code enforcement. She then asked about adding Rocky Hill and Chalk Level to the local historic district so that when there is new construction they are in the certificate of appropriateness process. Council instructed staff to take the necessary steps to make that addition.

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman DuBose to adjourn the Council meeting at 8:20pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor

APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **BJ's Membership Club, Inc.**

Licensee: **From: David Chapman**
To: Donna Seba Stallings

License Representative: **N/A**

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

Location: **331 Newnan Crossing Bypass**

TO THE CITY COUNCIL: REASON – PERSONNEL

(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) been filed showing the notice requirement (has) been complied with. (Sec 3-40 (a))

(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: June 13, 2024

Agenda Item: Public Hearing - Request by owner to demolish structure located at 24 Burch Ave

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 24 Burch Ave.

Background: None.

Funding: N/A

Ordinance Considerations:

- a. **Historical significance:** This structure was constructed in 1930 according to tax records and is considered historic due to its age. This property is not in a historical district and was surveyed in the early 1990's and considered noncontributing to any architectural significance due to alterations performed before the survey was conducted.
- 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 \$61,746.00 which is the threshold used by City ordinance to be considered eligible for demolition in the substandard building program.
- d. **The property rights of the owner. This property is owned by the Coweta Force and they plan on constructing a new duplex on this lot.**
- 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: 3-22-23

Subject Property Address: 24 Burch Ave. Newnan GA 30263
Number and Street Subdivision

Applicant Name and Contact #: Hank Arnold 678-763-8129
Name Contact Phone Number

Owner Name and Contact #: Hank Arnold 678-763-8129
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.

Hank Arnold
Signature of Applicant

3-22-2023
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.

~~April 23, 2023~~ June 13, 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 N14 0004 009
Location Address 24 BURCH AVE
Legal Description HSE/L 24 BURCH AVE
 (Note: Not to be used on legal documents)
Class R3-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District NEWNAN 02 (District 02)
Millage Rate 24.33
Acres 0.3
Neighborhood UL-East Coweta H5-MLK/Pinson (211065)
Homestead Exemption No (S0)
Landlot/District N/A

[View Map](#)

Owner

[COWETA FORCE INC](#)
 316 WINCHESTER DR
 SHARPSBURG, GA 30277

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	Res-MLK/Pinson	Lot	13,175	85	155	0.3	1

Residential Improvement Information

Style 1 Family (Detached)
Heated Square Feet 1556
Interior Walls Sheetrock
Exterior Walls Vinyl Siding
Foundation Crawl/Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1930
Roof Type Asphalt Shingle
Flooring Type Carpet/Vinyl
Heating Type Radiant
Number Of Rooms 0
Number Of Bedrooms 4
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$61,746
Condition Average
House Address 24 BURCH

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite Imp: 2 Fair	2017	0x0 / 1	1	\$2,500

Permits

Permit Date	Permit Number	Type	Description
06/22/2021	RF-02000	ROOF	
12/12/2012	2012-00080	PLUMBING	
10/01/2002	02-03665	GENERAL MAINT.	GEN REPAIR

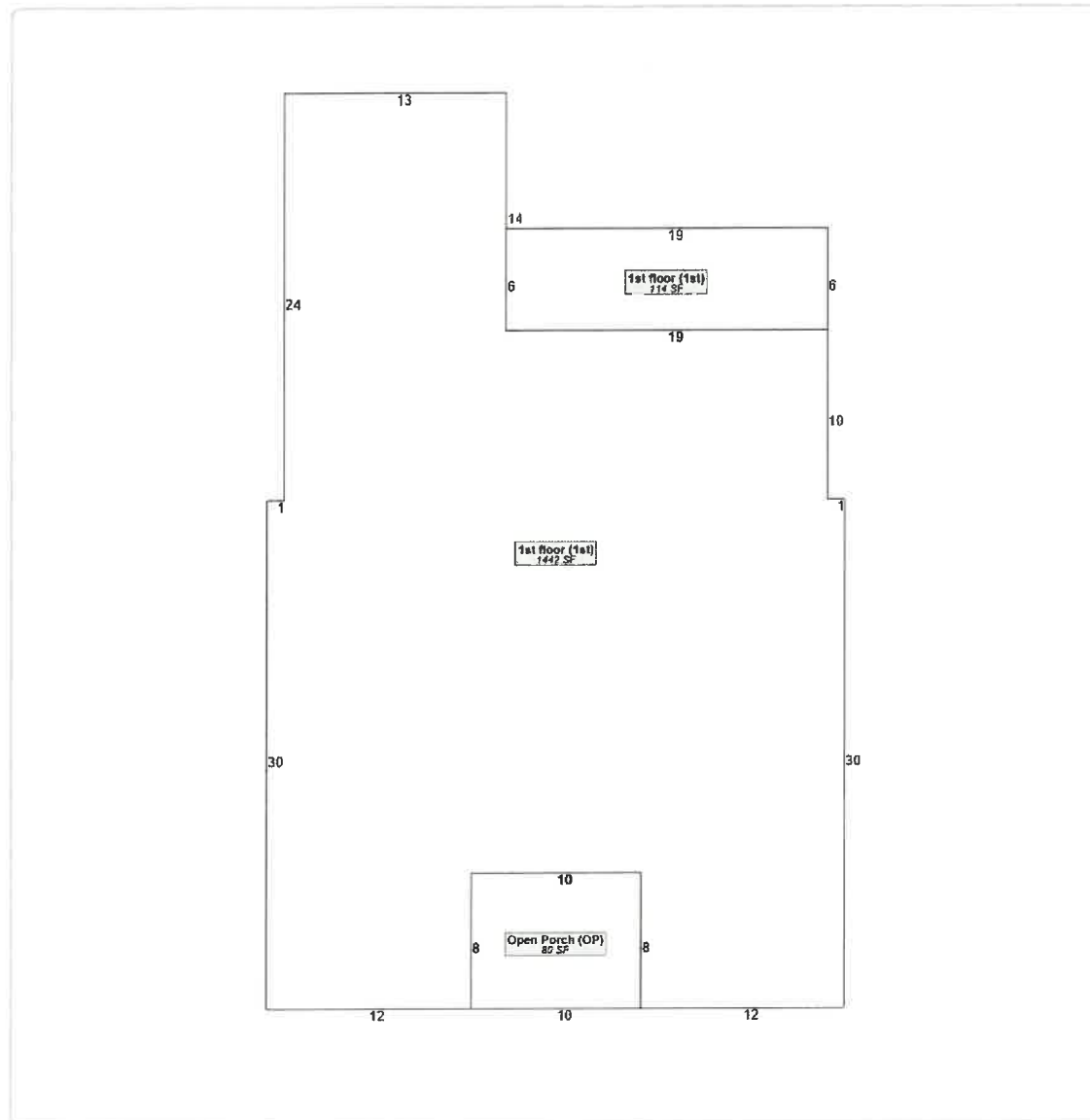
Sales

Sale Date	Sale Price	Grantor	Grantee
5/8/2020	\$0	SELLS JAMES O	COWETA FORCE INC
6/4/2012	\$10,175	CERTIFICATEHOLDERS OF CWMBS IN	SELLS JAMES O
12/6/2011	\$0	JOHNSON DAVID	CERTIFICATEHOLDERS OF CWMBS INC
3/25/2004	\$64,500	V E PROPERTIES LLC	JOHNSON DAVID
10/1/2003	\$0	VINCENT BRETT	V E PROPERTIES LLC
5/3/2001	\$49,900	TINSLEY BARRY R	VINCENT BRETT
7/21/2000	\$35,500	BOWDEN DONALD	TINSLEY BARRY R
3/10/1997	\$9,000		BOWDEN DONALD
2/26/1997	\$6,000		VEAL ROBERT
11/30/1994	\$0		BARNES WALTER & MOLL
	\$0		BARNES BESSIE

Valuation

	2022	2021	2020	2019
Previous Value	\$57,171	\$57,171	\$28,362	\$28,362
Land Value	\$9,000	\$9,000	\$9,000	\$9,462
+ Improvement Value	\$61,746	\$45,671	\$45,671	\$18,900
+ Accessory Value	\$2,500	\$2,500	\$2,500	\$0
= Current Value	\$73,246	\$57,171	\$57,171	\$28,362

Assessment Notices 2019
[33320 \(PDF\)](#)
Assessment Notices
[2020 \(PDF\)](#)
[2021 Assessment Notice \(PDF\)](#)
[2022 Assessment Notice \(PDF\)](#)
Sketches



No data available for the following modules: Online Appeal, Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, 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: 6/5/2023, 12:23:03 AM

Developed by



Version 3.1.12



24 Burch Ave
Located outside of
Historical Dist.

Res. #	Address	Const. Date	Contributing Status	Noncontributing Status	Physical Condition	Survey Date
1194	8 Burch Street	c. 1970		Nonhistoric (less than 50 years)	Excellent	12/19/2001
1195	21 Burch Street	1950-1960		Nonhistoric (less than 50 years)	Average	12/19/2001
1196	10 Burch Street	c. 1970		Nonhistoric (less than 50 years)	Average	12/19/2001
1197	25 Burch Avenue	c. 1970		Nonhistoric (less than 50 years)	Average	12/19/2001
1198	12 Burch Street	1935-1945		Significantly altered (50 yrs or older and not intact)	Average	12/19/2001
1199	23 Burch Avenue	c. 1940		Significantly altered (50 yrs or older and not intact)	Average	12/19/2001
1200	14 Burch Street	c. 1970		Nonhistoric (less than 50 years)	Excellent	12/19/2001
1201	21 Burch Street	c. 1960		Nonhistoric (less than 50 years)	Average	12/19/2001
1202	16 Burch Street	1935-1945	Architectural significance		Average	12/19/2001
1203	8 Page Alley	c. 1930		Significantly altered (50 yrs or older and not intact)	Average	12/19/2001
1204	Burch Street			Vacant		12/19/2001
1205	12 Page Alley	c. 1935		Significantly altered (50 yrs or older and not intact)	Average	12/19/2001
1206	Burch Street			Vacant		12/19/2001
1207	Page Alley			Vacant		12/19/2001
1208	22 Burch Street	c. 1920	Architectural significance		Average	12/19/2001
1209	25 Davis Street	1950-1960		Nonhistoric (less than 50 years)	Average	12/19/2001
1210	24 Burch Avenue	c. 1940		Significantly altered (50 yrs or older and not intact)	Average	12/19/2001
1211	21 Davis Street	c. 1930		Significantly altered (50 yrs or older and not intact)	Poor	12/19/2001
1211A	21 Davis Street			Vacant		12/19/2001
1212	26 Burch Avenue	c. 1915	Architectural significance		Excellent	12/19/2001
1213	15 Davis Street	c. 1998		Nonhistoric (less than 50 years)	Excellent	12/19/2001

24 Burch does not contribute to Historical significance (architecturally)

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 June 13th at 6:30pm.

Applicant Name: Hank Arnold
Property Owner: Coweta FORCE
Address: 24 Burch Ave., Newnan, GA







5/31/23

PUBLIC HEARINGS

PUBLIC HEARING

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 June 13th at 6:30pm.

Applicant Name: Hank Arnold
Property Owner: Coweta FORCE
Address: 24 Burch Ave., Newnan, GA

No.79525-5-31&6-7

May 26, 2023

Dear property owner,

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 July 13th at 6:30pm.

Applicant Name: Hank Arnold

Property Owner: Coweta FORCE

Address: 24 Burch Ave., Newnan, GA



Mail: P.O. Box 71070 • Newnan, GA 30271
 Location: 233-A Jefferson Street • Newnan, GA 30263
 (770) 251-3782 • theprintsource.net

Hank Arnold
 Coweta F.O.R.C.E.
 48 E. Washington Street
 Newnan GA 30265

Invoice 48686

Date: 05/08/23

Amount Due: \$0.00

SHIP TO:

Coweta F.O.R.C.E.
 48 E. Washington Street
 Newnan GA 30265

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
1580	Shelly Arnold	678-633-5688			Cory Miller	
Quantity	Description					Price
1	Thank you for the order. Payment \$51.36 Print Reach Pay 05/08/2023 Demolition Permit Yard Sign 36 x 24 Coroplast					48.00
Terms		Subtotal		Tax	Total	Paid
C.O.D.		48.00		3.36	51.36	-51.36
						Balance
						- 0 -

Pay from this invoice

Advertising Receipt

The Newnan Times-Herald

1

P.O. BOX 1052
Newnan, GA 30264

Phone: (770) 253-1576

Fax: (770) 253-2538

URL: <http://www.times-herald.com>

COWETA FORCE
36 Salbide Ave
Newnan, GA 30263

Acct #: 05122917
Phone: (678)633-5688
Date: 05/04/2023
Ad #: 00135542
Salesperson: SSW Ad Taker: SSW

Class: 013

Sort Line: 79525-24 Burch Ave

Description	Start	Stop	Ins.	Cost/Day	Amount
06 Legal Edition	05/31/2023	06/07/2023	2	10.00	20.00
09 Publisher's Aff	05/31/2023	05/31/2023	1	25.00	25.00
04 Web Edition	05/31/2023	06/07/2023	8	0.00	0.00

Ad Text:

PUBLIC HEARING

Payment Reference:

null

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 June 13th at 6:30pm.

Applicant Name: Hank Arnold

Property Owner: Coweta FORCE

Address: 24 Burch Ave., Newnan, GA

No.79525-5-31&6-7

Total: 45.00

Tax: 0.00

Net: 45.00

Prepaid: null

Total Due 45.00

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 June 13th at 6:30pm.

Applicant Name: Hank Arnold

Property Owner: Coweta FORCE

Address: 24 Burch Ave., Newnan, GA



To: Mayor and Council
Date: June 13, 2023
Agenda Item: 2021 Budget Amendment Year End Per Audit Purposes
Prepared By: Nicole Hall, Finance Director

Purpose:

To obtain Council approval to amend the 2021 Budget, per the attached worksheet. The General Fund revenue and expense budgets are being amended by \$9,128,387 each.

Background:

This budget amendment will not change the actual revenues and expenditures for 2021. This is a requirement for GASB - to ensure that the Council has approved all appropriations for the year indicated, regardless of the funding source. The General Fund Revenue and Fund Balance budget amendment totals \$9,128,387 and consists of an additional \$2,447,226 for local option sales tax collections and \$6,681,161 from Fund Balance. Additionally, the General Fund expense budget was amended by the same amount to include the expenditure of funds due to Tornado Damage and the purchase of Caldwell Tanks property, Murray Street properties and LINC property. The attached budget amendments worksheet provides the reason for the increased expenses by department and line item in the comments column.

Funding:

N/A.

Recommendation:

N/A.

Attachments:

1. 2021 Budget Amendment Worksheet
2. 2021 Budget Amendment Ordinance

Previous Discussion with Council:

City of Newnan 2021 Budget Amendments

Account	Account Description	Adopted	Budget - YTD	2021 Budget	Comments
Fund 100 - General Fund					
	FUND				
	BALANCE				
13.5500	Unassigned Fund Balance			\$6,681,161.00	
	REVENUE				
31.3100	Local Option Sales Tax	\$8,100,000.00	(\$2,447,226.33)	\$2,447,226.00	
Fund 100 General Fund Revenue		\$27,857,000.00	(\$5,457,666.30)	\$2,447,226.00	
	EXPENSE				
	Department 10 - City Council				
52.1200	Professional Services	\$80,000.00	(\$39,089.17)	\$ 16,000.00	
	Function/Activity 1110 City Council Totals	\$264,610.00	(\$15,607.85)	\$ 16,000.00	
	Department 11 - City Manager				
	Wages - Full Time				
51.1100	Employees	\$488,498.00	(\$41,750.99)	\$ 42,000.00	
52.1200	Professional Services	\$50,000.00	(\$93,401.30)	\$ 94,000.00	Consulting Services for Sanitation
53.1112	March 2021 Tornado	\$0.00	(\$51,874.70)	\$ 50,000.00	
53.1706	Miscellaneous	\$50,000.00	(\$22,507.80)	\$ 23,000.00	
54.1100	Land Purchases	\$0.00	(\$4,287,825.85)	\$ 4,290,000.00	CJ Smith Park and Linc
54.1101	Caldwell Tanks Property	\$0.00	(\$454,896.00)	\$ 455,000.00	
	Function /Activity 1530 City Manager Totals	\$588,498.00	(\$4,952,256.64)	\$4,954,000.00	
	Department 30 - Employee Insurance				

Account	Account Description	Adopted	Budget - YTD	2021 Budget	Comments
		Budget	Transactions	Amendment	
51.2100	Employee Ins (Health/Basic Life)	4,209,997.00	(375,995.33)	\$ 376,000.00	
51.2150	Employee Flexible Spending Accounts	2,346.00	(385.08)	\$ 390.00	
51.2100A	Employee Opt-Out Insurance Payments	40,400.00	(4,750.00)	\$ 4,800.00	
	Function/Activity 1540 Human Resources Totals	\$4,252,743.00	(\$381,130.41)	\$ 381,190.00	
Department 23 - Facilities					
53.1600	Minor Equipment	7,500.00	(17,516.62)	\$ 15,000.00	
54.1300	Buildings/Building Improvements	.00	(67,748.92)	\$ 5,500.00	
54.2501	Furniture & Office Equipment	.00	(6,170.00)	\$ 6,200.00	
	Function/Activity 1565 Facilities Maintenance Totals	\$672,852.00	(\$26,377.32)	\$ 26,700.00	
Department 22 - City Engineer					
52.1200	Professional Services	.00	(37,344.14)	\$ 39,000.00	
53.1112	March 2021 Tornado	.00	(19,678.85)	\$ 20,000.00	
53.1600	Minor Equipment	1,200.00	(9,698.58)	\$ 10,000.00	
	Function/Activity 1575 City Engineer Totals	\$366,978.00	(\$68,113.92)	\$ 69,000.00	
Department 14 - Municipal Court					
51.1100	Wages - Full Time Employees	72,662.00	(26,907.61)	\$ 3,000.00	
52.1200	Professional Services	225,000.00	(15,161.23)	\$ 3,100.00	
	Function/Activity 2650 Municipal Court Totals	\$241,545.00	(\$6,087.09)	\$ 6,100.00	
Department 40 - Police Department					

Account	Account Description	Adopted	Budget - YTD	2021 Budget	Comments
		Budget	Transactions	Amendment	
51.1100	Wages - Full Time Employees	5,197,984.00	(137,914.86)	\$ 10,000.00	
51.1300	Wages - Overtime	175,000.00	(98,910.59)	\$ -	
51.2200	FICA (Soc Sec)	402,241.00	(10,229.70)	\$ 765.00	
52.3101	Vehicle Insurance	37,000.00	(55,563.01)	\$ -	
53.1270	Vehicle Gasoline/Diesel	242,000.00	(63,866.25)	\$ 10,000.00	
53.1701	Vehicle Maintenance	200,000.00	(90,253.06)	\$ -	
	Function/Activity 3200 Police Department Totals	\$257,285.00	(\$19,420.18)	\$ 20,765.00	
	Department 50 - Fire Department				
51.1100	Wages - Full Time Employees	3,406,333.00	(84,038.49)	\$ 85,000.00	
51.1300	Wages - Overtime	18,350.00	(45,547.13)	\$ 12,500.00	
53.1100	Materials and Supplies	10,000.00	(9,505.16)	\$ 9,000.00	
53.1112	March 2021 Tornado	.00	(31,857.05)	\$ -	
	Function/Activity 3500 Fire Totals	\$4,646,381.00	(\$106,248.94)	\$106,500.00	
53.1112	March 2021 Tornado	.00	(18,989.67)		
53.1270	Vehicle Gasoline/Diesel	4,200.00	(1,202.77)	\$ 5,500.00	
	Function/Activity 4100 Public Works Totals	\$278,668.00	(\$36,535.69)	\$ 5,500.00	
	Department 60 - Streets				
53.1112	March 2021 Tornado	.00	(7,583,448.47)	\$ 1,829,232.00	
53.1230	Electricity	320,000.00	(22,615.58)	\$ 25,000.00	
	Function/Activity 4200 Streets Totals	\$1,855,533.00	(\$7,432,434.51)	\$ 1,854,232.00	
	Department 61 - Beautification				
54.1215	Parks & Recreation	.00	(1,606,244.62)	\$ 1,605,000.00	Pickle Ball Facility

Account	Account Description	Adopted	Budget - YTD	2021 Budget	Comments
	Function/Activity 6200 Parks and ROW Totals	\$36,000.00	(\$1,604,942.62)	\$ 1,605,000.00	
53.1112	Department 71 - Building Inspection March 2021 Tornado	.00	(59,751.78)	\$ -	
	Function/Activity 7200 Building Inspection Totals	\$759,887.00	(\$50,088.78)	\$ -	
	Department 70 - Planning & Zoning				
51.1100	Wages - Full Time Employees	303,228.00	(12,457.51)	\$ 8,400.00	
	Function/Activity 7400 Planning and Zoning Totals	\$392,607.00	(\$8,351.45)	\$ 8,400.00	
53.1100	Department 82 - Keep Newnan Beautiful Materials and Supplies	7,300.00	(34,982.89)	\$ 35,000.00	
53.1708	Other Boards & Commissions	10,000.00	(40,407.10)	\$ 40,000.00	
	Function/Activity 7500 Business Dev & Main Street Total	\$41,556.00	(\$73,548.46)	\$ 75,000.00	
	Fund 100-General Fund Expense Totals	\$27,857,000.00	(\$14,586,052.97)	\$ 9,128,387.00	

AN ORDINANCE TO AMEND THE 2021 FISCAL YEAR BUDGET

BE IT ORDAINED, and it is hereby ordained, that the City Council has authorized an amendment to the 2021 Revenue and Expense Budgets as follows: General Fund amendments totaling \$9,128,387 to cover Tornado Expenses and Property Purchase. Therefore, the 2021 Budget is hereby amended to include the additional appropriations discussed above, per the attached 2021 Budget Amendment Request listing.

ATTEST:

Megan Shea, City Clerk

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cleatus Phillips, City Manager

L. Keith Brady, Mayor

Dustin Koritko, Mayor Pro-Tem

George M. Alexander, Councilmember

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Ray F. DuBose, Councilmember

Paul Guillaume, Councilmember



TO: Solar Participants

FROM: MEAG Power

DATE: May 1, 2023

SUBJECT: Second Amendment to the Power Purchase Contract (“PPC”) between Municipal Electric Authority of Georgia and the Undersigned Participant

This memo will provide the background concerning the need for the attached Second Amendment to the PPC. As you may recall, the original PPC was executed by each Solar Participant during 3Q 2021 which included (as Exhibit A) a copy of the Solar Power Purchase Agreement between MEAG Power and Pineview Solar LLC (the Solar Developer). In mid-2022, due to significant increases in costs for solar panels and construction materials, MEAG Power and the Solar Developer negotiated a first amendment to the Solar Power Purchase Agreement – conditioned on approval by the Solar Participants - including a new price tied to the delivered cost of the panels, a shorter term, an extended COD date, and a buyer’s purchase option. A First Amendment to the PPC was presented to, and agreed to by each Solar Participant as of 1Q 2023, adding an Exhibit B to the PPC to incorporate the first amendment to the Solar Power Purchase Agreement.

Since this time, the Solar Developer has not been able to acquire financing for the project based on the current price of \$29.06 per MWh fixed for the contract term of 15 years. In order to move the project forward to completion, the Solar Developer requested a second amendment to the Solar Power Purchase Agreement including an increase in the price to \$37.75 per MWh, fixed for a 15 year term. Other changes addressed in the proposed amendment, include 1) modify the Notice to Proceed date to July 31, 2023, 2) increase the pre-construction credit support to \$3 million in lieu of \$1.5 million and 3) eliminate the purchase option. The amendment also confirms the Commercial Operation date of November 1, 2024 and the contract price adjustment based on the delivered cost of panels for the project included in the first amendment.

Although the price increase is significant, MEAG Power staff recommended to the Board at its April 20, 2023 meeting approval of the amendment and continuing with the solar purchase. Staff has surveyed the market and the amended price remains competitive. In addition, Walmart has been contacted and has agreed to accept the pricing under their renewable energy customer agreements (RECAs) with the Participants. Finally, the Solar Developer has already provided the additional \$1.5 million in security provided for under the amendment and MEAG Power holds the total \$3 million in security. The Board took the following actions:

- 1) Approved the release of the Second Amendment to the Power Purchase Contracts (PPCs) between MEAG Power and the Solar Participants.
- 2) Authorized MEAG Power's President and CEO to execute the 2nd Amendment to the PPA following approval of the amended PPCs from the Solar Participants.

Accordingly, the attached Second Amendment to the PPC adds Exhibit C which reflects the new pricing and other changes to the Solar Power Purchase Agreement noted above. Your approval of this Amendment will signify your agreement to these new terms.

The target date for completion of this approval process is June 30, 2023. During this interim period, the Solar Developer will also be engaging in a process to sell the Pineview project and three other solar projects under development. If sold, the MEAG Power PPA would be assigned to the new owners if MEAG Power provides its consent under the provisions of the PPA.

Please note, if the 2nd Amendment to the PPA is not executed, the project would go into default and the pre-construction credit support would revert to the \$1.5 million per the current contract provisions.

Please contact either Steve Jackson at 770-563-0314, Michele Jackson at 770-563-0313 or Pete Degnan at 770-661-2893 with any questions.

SECOND AMENDMENT TO THE POWER PURCHASE CONTRACT
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Second Amendment to the Power Purchase Contract (this “**Amendment**”), made and entered into as of _____, 2023, by and between the Municipal Electric Authority of Georgia (the “**Authority**” or “**MEAG Power**”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”), and the City of Newnan (the “**Solar Participant**”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has previously entered into the Power Purchase Contract (“PPC”) made and entered as of August 11, 2021, with the City of Newnan (the “**Solar Participant**”);

WHEREAS, Section 1.1 of the PPC references as Exhibit A that certain Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “**SPPA**”);

WHEREAS, the Authority and the Solar Participant amended the PPC pursuant to that certain First Amendment to the PPC, dated October 20, 2022, whereby Section 1.1 of the PPC was amended by adding Exhibit B to the PPC (incorporating into the PPC Amendment No.1 to the SPPA);

WHEREAS, as the result of changes that have occurred impacting the solar industry and subject to the approval of each of the Solar Participants, MEAG Power's Board has authorized MEAG Power's President and CEO to execute Amendment No. 2 to the SPPA in substantial form;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

Section 1.1 of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant is hereby amended by adding the exhibit reflecting the changes to the SPPA agreed to by the Authority and the Company (which is marked as Amendment No. 2 to the SPPA and attached hereto as Exhibit C).

2.

All other provisions of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant shall remain in full force and effect and binding upon the parties hereto.

3.

In witness whereof, the Authority has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA

By: _____
Name: James E. Fuller
Title: President and CEO

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF NEWNAN

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

NEWNAN UTILITIES

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT C

AMENDMENT NO. 2 TO THE SPPA

**AMENDMENT NO. 2
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
PINEVIEW SOLAR LLC
AND
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

THIS AMENDMENT NO. 2, dated as of [REDACTED], 2023 (“Amendment”), amends the Power Purchase Agreement by and between PINEVIEW SOLAR LLC (“Seller”) and the MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (“Buyer”) dated as of September 1, 2021 as supplemented by the letter from Buyer to Seller dated October 31, 2022, and as amended by the Amendment No. 1 (“Amendment No. 1”) between Seller and Buyer (collectively, the “PPA”). Seller and Buyer are individually referred to herein as a “Party” and collectively as the “Parties”.

BACKGROUND RECITALS:

A. Pursuant to the PPA, Seller is planning to construct, own, and operate a solar photovoltaic electric generation facility with a Planned Facility Capacity of approximately 80 MWac on a site located in Wilcox County, Georgia;

B. Seller intends to sell and deliver to Buyer the power, output and services of the Facility to provide Supplemental Power to the Solar Participants, and Buyer intends to purchase the same from Seller in accordance with the terms and conditions of the PPA; and

C. Consistent with Section 21 of the PPA, Seller and Buyer agree to amend the PPA as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein and in the PPA and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

A. Amendments to the PPA

The Parties agree to amend the PPA as follows:

1. Section 1.1 – Definitions:

a) The definition of Contract Price is deleted and replaced in its entirety with the following:

“**Contract Price**” means \$37.75 per MWh.

- b) The definition of Notice to Proceed Date is deleted and replaced in its entirety with the following:

“Notice to Proceed Date” means the date on which notice is issued by Seller to its contractor under the engineering, procurement and construction agreement or similar contract relating to the construction of the Facility, authorizing and directing the full and unrestricted commencement of construction of the Facility. The Notice to Proceed Date shall occur on or before July 31, 2023.

- c) The definition of Guaranteed Commercial Operation Date has been amended by Amendment No. 1 to the PPA. For the avoidance of doubt, the Parties confirm the following definition:

“Guaranteed Commercial Operation Date” means November 1, 2024, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller’s development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller’s failure to perform its obligations under the Generation Interconnection Agreement.

- d) The definition of the term Pre-Construction Credit Support is deleted and replaced in its entirety with the following:

“Pre-Construction Credit Support” means a Letter of Credit, Cash Deposit, Guaranty, or a combination thereof, as determined by Seller, provided by Seller for the benefit of Buyer in an amount equal to Three Million Dollars (\$3,000,000.00).

2. **Section 2 – Term:**

Section 2.1 of the PPA has been amended by Amendment No. 1 to the PPA. For the avoidance of doubt, the Parties confirm the following:

2.1 **Term.** This Agreement is entered into as of the date hereof (the “Effective Date”) and, unless earlier terminated as provided herein, shall remain in effect until the end of the fifteenth (15th) Contract Year (the “Term”).

3. **Section 4.7 – Buyer Purchase Option:**

Section 4.7 of the PPA (as added by Amendment No. 1 to the PPA (“Buyer Purchase Option”)), including its subsections, is deleted in its entirety and any rights potentially resulting therefrom are hereby waived.

4. **Section 5.1 – Contract Price:**

Section 5.1 of the PPA (as amended by Amendment No. 1 to the PPA (“Contract Price”)) is deleted and replaced with the following:

5.1 Contract Price. Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2. Seller agrees to reduce the Contract Price by \$0.50/MWh for each \$0.01/watt reduction in module pricing Seller obtains below \$0.44/watt, as of the Notice to Proceed Date, on a pro rata basis. Seller further agrees to provide Buyer with an “open book” approach to Seller’s module pricing. So, by way of example, if Seller obtains modules at \$0.43/watt, Seller agrees to reduce the Contract Price to \$37.25/MWh.

B. Other Provisions.

1. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the PPA.

2. This Amendment has been duly authorized, executed and delivered by each Party.

3. Except as amended hereby, the terms and conditions of the PPA shall remain in full force and effect. Each reference in the PPA to the “Agreement” shall be a reference to the PPA as amended hereby.

4. This Amendment may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.

5. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other because of the preparation or other event of negotiation, drafting or execution hereof.

[Signature Page Following]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first written above.

PINEVIEW SOLAR LLC

By: Sunbird Holdings 1, LLC, a Delaware
limited liability company, its sole
member and manager

By: Hep Sunflower Holdings IV, Inc., a
Delaware limited liability company, its
sole member and manager

**MUNICIPAL AUTHORITY OF
GEORGIA**

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: Ingo Burkhardt
TITLE: Treasurer

TO: Municipal Electric Authority of Georgia (MEAG Power) Participants
(Key Contacts List) and Election Committee Members

FROM: J. Clark Boddie, Palmetto, Election Committee Chairperson

DATE: May 11, 2023

RE: First Notice of 2023 MEAG Power Annual Election

This memo is a first notice that the 2023 MEAG Power Annual Election will be held on Tuesday, **July 11, 2023**, at **8:00 a.m.** in the Plaza 2 Ballroom of The Ritz-Carlton Resort on Amelia Island. Please note that the Election is once again is being held at the location of the MEAG Power Annual Meeting prior to MEAG Power's Annual Board Meeting, which is scheduled for July 12, 2023.

The Election is for the three expiring, three year term board member positions currently held by Keith Brady, Tim Houston and Greg Thompson.

Attached is a list of the Election Committee delegates and alternates for each Participant. **If your delegate or alternate is different** from the names on the attached list or **no delegate or alternate is listed** for your community, a certified copy of a resolution naming the delegate and alternate for MEAG Power Elections should be sent to the following address **to be received by July 6th**:

MEAG Power
1470 Riveredge Pkwy.
Atlanta, Georgia 30328
Attn: Peter M. Degnan, Sr. V.P. & General Counsel
pdegnan@meagpower.org

If you would like to nominate a person to one of the positions to be filled, have a delegate participate in the Annual Election and prepared to do so. You are still free to contact other members of the Election Committee prior to the Election advising them of persons you plan to nominate. Please note that members of the Election Committee are not eligible to run for election to the MEAG Power board. Accordingly, if you would like to nominate a current member of the Election Committee to run for one of the positions to be filled, please have the resolution mentioned above adopted and returned as indicated appointing a new delegate or alternate, as applicable, in lieu of such current member of the Election Committee.

Also, enclosed is a list showing the distribution of votes for this Election. Please contact Peter M. Degnan at 770-661-2893 or pdegnan@meagpower.org with any questions. Thank you

A RESOLUTION

BE IT RESOLVED by the Mayor and City Council of the City of _____ that _____ is hereby appointed to serve as this City's voting delegate on the Municipal Electric Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. _____ is appointed as alternate voting delegate.

This _____ day of _____, 2023.

CITY OF _____

ATTEST:

Mayor

Clerk

Councilmember

Councilmember

[SEAL]

* Additional council signatures optional.



Distribution of Votes - For the Election Year 2023 Based on the Power Supply Year 2022

Pursuant to the Official Code of GA. ANN.
Section 46-3-117(B)
Using YES versions

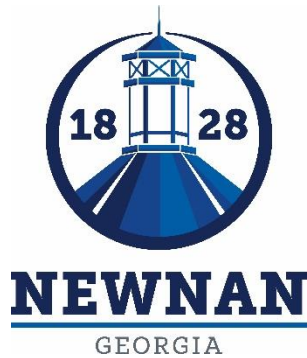
	Power Supply Year 2022			Composition of Electoral Votes			Comparison to Previous Power Supply Year		
	Total Delivered Energy	SEPA	Net Bulk	Fixed Vote	% of Bulk Power Energy	Fractional Vote	Total Vote	2023	2022
1 Adel	270,817,743	-	270,817,743	1.00	2.346%	1.14954	2,150	2,150	2,275
2 Albany	901,858,600	98,035,716	803,823,883	1.00	6.962%	3.41138	4,411	4,411	4,676
3 Barnesville	122,920,235	4,246,663	118,673,572	1.00	1.028%	0.50372	1,504	1,504	1,518
4 Blakely	79,204,634	-	79,204,634	1.00	0.686%	0.33614	1,336	1,336	1,367
5 Brinson	1,776,447	251,648	1,524,799	1.00	0.013%	0.00637	1,006	1,006	1,007
6 Buford	234,274,903	3,796,832	230,478,072	1.00	1.986%	0.97804	1,978	1,978	2,031
7 Cairo	141,884,426	10,077,512	131,806,914	1.00	1.142%	0.55958	1,560	1,560	1,591
8 Calhoun	384,633,090	12,344,920	372,288,170	1.00	3.224%	1.57976	2,580	2,580	2,822
9 Camilla	139,176,570	9,785,449	129,391,122	1.00	1.121%	0.54929	1,549	1,549	1,612
10 Cartersville	622,935,338	27,642,424	595,292,914	1.00	5.156%	2.52644	3,526	3,526	3,627
11 College Park	595,687,814	25,075,129	570,612,685	1.00	4.942%	2.42158	3,422	3,422	2,710
12 Commerce	61,041,332	7,181,645	53,859,686	1.00	0.466%	0.22834	1,228	1,228	1,236
13 Covington	474,727,648	15,120,180	459,607,468	1.00	3.981%	1.95069	2,951	2,951	3,070
14 Crisp County	404,477,808	29,119,043	375,358,765	1.00	3.251%	1.59299	2,593	2,593	2,645
15 Doerun	8,292,365	1,013,749	7,278,616	1.00	0.063%	0.03087	1,031	1,031	1,032
16 Douglas	310,705,884	16,406,435	294,299,449	1.00	2.549%	1.24901	2,249	2,249	2,166
17 East Point	502,547,067	53,969,908	448,577,158	1.00	3.885%	1.90365	2,904	2,904	2,808
18 Elberton	144,623,210	18,448,274	126,174,936	1.00	1.093%	0.53557	1,536	1,536	1,564
19 Ellaville	26,818,258	1,508,563	25,309,696	1.00	0.219%	0.10731	1,107	1,107	1,115
20 Fairburn	102,759,715	2,898,127	99,860,589	1.00	0.865%	0.42385	1,424	1,424	1,500
21 Fitzgerald	277,928,565	-	277,928,565	1.00	2.407%	1.17943	2,179	2,179	2,013
22 Forsyth	120,476,587	5,995,135	114,481,452	1.00	0.992%	0.48608	1,486	1,486	1,601
23 Fort Valley	143,651,407	15,176,898	128,474,509	1.00	1.113%	0.54537	1,545	1,545	1,601
24 Grantville	12,485,066	757,541	11,727,525	1.00	0.102%	0.04998	1,050	1,050	1,052
25 Griffin	462,241,382	29,262,467	432,978,915	1.00	3.750%	1.83750	2,838	2,838	2,919
26 Hogansville	28,253,821	-	28,253,821	1.00	0.245%	0.12005	1,120	1,120	1,126
27 Jackson	72,583,807	3,331,355	69,252,452	1.00	0.600%	0.29400	1,294	1,294	1,285
28 LaFayette	137,611,876	10,647,950	126,963,926	1.00	1.100%	0.53900	1,539	1,539	1,497
29 LaGrange	549,044,590	27,552,459	521,492,131	1.00	4.517%	2.21333	3,213	3,213	3,345
30 Lawrenceville	343,502,458	7,727,962	335,774,497	1.00	2.908%	1.42492	2,425	2,425	2,545
31 Mansfield	7,679,122	610,857	7,068,265	1.00	0.061%	0.02989	1,030	1,030	1,031
32 Marietta	1,009,354,980	59,906,369	949,448,611	1.00	8.223%	4.02927	5,029	5,029	5,323
33 Monroe	161,784,681	13,550,336	148,234,345	1.00	1.284%	0.62916	1,629	1,629	1,661
34 Monticello	55,958,219	2,959,104	52,999,115	1.00	0.459%	0.22491	1,225	1,225	1,209
35 Moultrie	208,940,649	24,948,003	183,992,646	1.00	1.594%	0.78106	1,781	1,781	1,835
36 Newnan	392,674,056	11,108,863	381,565,193	1.00	3.305%	1.61945	2,619	2,619	2,701
37 Norcross	106,363,440	2,798,078	103,565,362	1.00	0.897%	0.43953	1,440	1,440	1,452
38 Palmetto	41,746,583	1,487,701	40,258,882	1.00	0.349%	0.17101	1,171	1,171	1,173
39 Quitman	57,770,733	7,136,010	50,634,723	1.00	0.439%	0.21511	1,215	1,215	1,228
40 Sandersville	489,198,813	8,053,274	481,145,539	1.00	4.167%	2.04183	3,042	3,042	2,171
41 Sylvania	735,231,866	-	735,231,866	1.00	6.368%	3.12032	4,120	4,120	4,490
42 Sylvester	75,102,527	6,369,343	68,733,184	1.00	0.595%	0.29155	1,292	1,292	1,319
43 Thomaston	132,384,452	12,388,589	119,995,863	1.00	1.039%	0.50911	1,509	1,509	1,553
44 Thomasville	532,190,005	40,375,894	491,814,112	1.00	4.260%	2.08740	3,087	3,087	3,233
45 Washington	267,144,475	-	267,144,475	1.00	2.314%	1.13386	2,134	2,134	1,599
46 West Point	103,417,715	7,547,377	95,870,337	1.00	0.830%	0.40670	1,407	1,407	1,212
47 Whigham	5,991,558	514,374	5,477,184	1.00	0.047%	0.02303	1,023	1,023	1,025
48 Oxford	19,054,655	737,983	18,316,672	1.00	0.159%	0.07791	1,078	1,078	1,079
49 Acworth	106,273,034	3,711,429	102,561,605	1.00	0.888%	0.43512	1,435	1,435	1,466
	12,187,205,211	641,578,577	11,545,626,633	49.00	100.000%	49.00	98,000	98,000	98,000
									0.00%

MEMBERS
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA
MEMBERSHIP ELECTION COMMITTEE as of 07/19/2022

	Delegate	Alternate
Acworth	Timothy E. Richardson	James Albright
Adel	John Flythe	Luther L. Duke
Albany	Brenda Battle	RyShari Burley
Barnesville	Timothy T. Turner	Niki Sappington
Blakely	Mayor Travis Wimbush	Melinda Crook
Brinson	Ashley M. Miller	James Earp
Buford	Stacy Rolin	Bryan Kerlin
Cairo	Julian Brown	Rod Prince
Calhoun	James F. Palmer	Ray Denmon
Camilla	Dennis Stroud	W.D. (Danny) Palmer, III
Cartersville	Matthew J. Santini	Derek Hampton
College Park	Bianca Motley Broom	Hugh Richardson
Commerce	James Wascher	Mark Fitzpatrick
Covington	Joel Smith	Scott Andrews
Crisp County	Warren Ray Hughes	Alissa Wilkerson
Doerun	Kevin Branch	Mike Campbell
Douglas	Tony L. Paulk	Robert Moore
East Point	Myron B. Cook	Shawn Dowe
Elberton	R. Daniel Graves	Lanier Dunn
Ellaville	Lynne McChargue	David Theiss
Fairburn	Elizabeth Carr-Hurst	Hiram Alex Heath
Fitzgerald	Terrance Paulk	Robert Levenson
Forsyth	Mike Dodd	Julius Stroud
Fort Valley	Alonzo Allen	Fred VanhardtsFelt
FVUC	Alrè Horton	Clay Walker
Grantville	Doug Jewell	Ruby Hines
Griffin	Douglas S. Hollberg	Jennifer Freeman
Hogansville	Mayor Jacob Ayers	Lisa Kelly
Jackson	Mayor Carlos Duffey	Sylvia Redic
LaFayette	Phillip A. Arnold	Ben Bradford
LaGrange	Jim Thornton	Meg Kelsey
Lawrenceville	Barry Mock	Steve North
Mansfield	G.W. Davis, Jr	Blair Northen
Marietta	Andy Morris	Ron Mull
Monroe	John S. Howard	Larry A. Bradley
Monticello	Larry Thurman	
Moultrie	Cecil Barber	Elvira Gibson
Newnan	George Alexander	Rhodes Shell
Norcross	Craig Newton	Eric Johnson
Oxford	David S. Eady	James Windham
Palmetto	J. Clark Boddie**	Laura Mullis
Quitman	Zinda D. McDaniel	Mark DeVane
Sandersville	James W. Andrews	Judy McCorkle
Sylvania	Stacy F. Mathis	Preston Dees
Sylvester	Harold Proctor, Jr.	Autron Hayes

MEMBERS
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA
MEMBERSHIP ELECTION COMMITTEE as of 07/19/2022

Thomaston	J.D. Stallings	Russell Thompson
Thomasville	John H. Flowers	Chris White
Washington	Maceo Mahoney	Charles Wagner
West Point	Ed Moon	A. Drew Ferguson IV
Whigham	Jim Sellers	George Trulock



City of Newnan, Georgia - Mayor and Council

Date: June 13, 2023

Agenda Item: Rezoning Request for RZ2023-02 by LDO Coweta, LLC; 35.49± acres located at 2037 Newnan Crossing Bypass (Tax Parcel #087 5011 003); Requested zoning from RS-15 (Suburban Residential Single-Family Dwelling District – Medium Density) to RMH (Residential Multiple-Family Dwelling – Higher Density District) for the purpose of constructing 163 “town home development” – **For Information Only**

Prepared By: Dean Smith, Senior Planner

Purpose: To inform the City Council that RZ2023-02 is before the Planning Commission for consideration and a recommendation on the requested zoning classification.

Land Owners	Tax ID Numbers	Acreage	Location
Cates Family Partnership	087 5011 003	35.49± acres	2037 Newnan Crossing Bypass

Background: The petitioner is requesting a zoning designation of RMH (Residential Multiple-Family Dwelling – Higher Density District) for the property located at 2037 Newnan Crossing Bypass. The property is undeveloped, and the applicant is proposing to build 163 townhouses with a pool with pavilion and restrooms; parks; and a dog park. .

Funding: N/A

Recommendation: N/A

Previous Discussion with Council: None



NEWNAN
GEORGIA

CITY OF NEWNAN, GEORGIA
Planning & Zoning Department

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

APPLICATION TO AMEND ZONING MAP

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

Name of Applicant LDO Coweta, LLC

Mailing Address 270 North Jeff Davis Drive, Fayetteville, GA 30214

Telephone 678.251.5046 Email: rferry@bretholdings.net

Property Owner (Use back if multiple names) Cate's Family Partnership

Mailing Address 815 Sheilia Lane, Great Falls, VA 22066 Attn: Eve Loudenback & CC: George Rosenzweig

Telephone eveloudenback@gmail.com or George Rosenzweig - 470-347-3651

Address/Location of Property 2037 Newnan Crossing Bypass

Tax Parcel No.: 087 5011 003 Land Lot 11&12

District/Section 5th district Size of Property (Square Feet or Acres) 35.486

Present Zoning Classification: RS-15 Proposed Zoning Classification: RMH

Present Land Use: Vacant

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 subject property is adjacent to a property zoned MXD for the purpose of a multi-family age targeted development, due to the intensity of this site, the proposed rezoning is appropriate and more compatible to the MXD development than RS-15.

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 NA

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 tract to the north of the subject tract is a large multi-family development

zoned MXD. To the south are tracts in unincorporated Coweta County zoned C-8. The proposed zoning and use is a transition from the MXD development

to the north to the tracts in unincorporated Coweta County to the south.

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.....\$1,387.15 \$500.00/Plus \$25.00 Per Acre
 - Office/Institutional Application.....\$500.00/Plus \$15.00 Per Acre
 - Commercial Application.....\$500.00/Plus \$25.00 Per Acre
 - Industrial Application.....\$500.00/Plus \$15.00 Per Acre
 - Mixed Use Application.....\$500.00/Plus Per Acre fee based upon proposed land use.
 - Planned Development Application.....\$500.00/Plus per Acre fee based upon proposed land use.
 - Overlay Zoning Application.....\$350.00

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

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

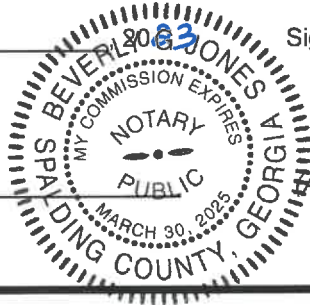
Sworn to and subscribed before me this

30th day of May

Signature of Applicant

[Signature]

[Signature]
Notary Public



(Affix Raised Seal Here)

FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE: April 18, 2023

RECEIVED BY: Tracy Dunnavant

DATE OF FILING: 05/31/23

FILING FEE RECEIVED: \$1,387.15

DATE OF NOTICE TO NEWSPAPER: _____

DATE OF PUBLIC HEARING: _____

PLANNING COMMISSION RECOMMENDATION (DATE): _____

DATE OF TRANSMITTAL TO CITY COUNCIL: _____

CITY COUNCIL DECISION (DATE): _____



NEWNAN
GEORGIA

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:

50% of town homes will have vehicular access from a rear access garage, these units will be 20' wide. Rear access garages will be minimum 19' from alleyway.

50% of the town homes will have vehicular access from a front garage, these units will be 28' wide. Garages will be set a minimum of 19' from the sidewalk.

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

See provided elevations and layout.

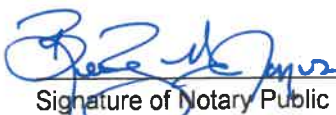
I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.


Signature of Applicant

Richard Ferry 
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

 5/30/23
Signature of Notary Public Date





NEWMAN
GEORGIA

City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on _____, 20__ for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

Approximately 35.486 acres bounded on the west by Newnan Crossing Bypass, north by the Springs of Newnan

Apartments, east by Interstate 85, and south by transitional lots in unincorporated Coweta County. The property is proposed to be rezoned from RS-15 to RMH.

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:

Cates Family Partnership

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.

CATES FAMILY PARTNERSHIP:

Eva A Loudenback
Signature of Applicant

By: Eve Loudenback, Managing Partner
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Richard A Perales 5-30-2020
Signature of Notary Public Date

 **Richard Alexander Perales**
Notary Public, State of Ohio
My Commission Expires
(Affix Seal Here) July 21, 2025
Commission Number
2020-RE-817394

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.



NEWMAN
GEORGIA

City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on May 31, 2023 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

Town Home development on Newnan Crossing bypass

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:

Cable's Family Partnership

Brent Holdings, LLC LPO Concrete, LLC

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

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

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

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

[Signature]
Signature of Applicant

Richard Farley Manager Brent Holdings LPO Concrete LLC
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

[Signature] 5/30/23
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.



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 Eve Loudenback on behalf of Cates Family Partnership

Telephone Number 703-309-0909

Address of Subject Property The real property comprising approximately 35.486 acres located between Newnan
Crossing Bypass and Interstate 85 in the City of Newnan, Coweta, County, Georgia.

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.

CATES FAMILY PARTNERSHIP :

By: Eva A Loudenback
Signature of Property Owner

Personally appeared before me

Eva A Loudenback

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

Richard Alexander Perales
Notary Public

5-30-2023
Date

(Affix Raised Seal Here)



Richard Alexander Perales
Notary Public, State of Ohio
My Commission Expires
July 21, 2025
Commission Number
2020-RE-817394



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.

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

Note: Please attach this form to the filing application.

LDO Coweta, LLC

270 North Jeff Davis Drive
Fayetteville, GA 30214

May 26, 2023

City of Newnan, Georgia
Planning and Zoning Department
25 LaGrange Street
Newnan, Georgia 30263

Re: **LETTER OF INTENT FOR REZONING**
35.486 Acre Tract located on Newnan Crossing Bypass
From RS 15 to RMH for the 163 Town Homes

LDO Coweta, LLC respectfully submits this rezoning application in order to develop a 35.486-acre tract located on Newnan Crossing Bypass in the City of Newnan for the purpose of a 163-unit town home development. The property, currently zoned RS 15, is adjoined by a 30-acre MXD zoned tract recently developed into 320 apartment units.

The proposed development includes two attractive types of town homes. Upon entering the community, the units are 20-feet wide and three stories high. These units have vehicular access from a garage accessed by a rear alley way. The fronts only have pedestrian access only. The units that are further into the neighborhood are 28 feet wide and two stories high. These units have both pedestrian and vehicular access in the front of the unit.

The project will provide its residents with several recreational activities. These include a pool with pavilion and restrooms, landscaped parks, a dog park, and sidewalks throughout the neighborhood. The landscaped parks and open space will be owned and maintained by the community property owner's association.

LDO Coweta, LLC requests approval of the rezoning application in order to allow the construction of 163 market-priced, fee simple town homes. The proposed density is approximately 4.6 units/acre. Upon build-out, the development will be managed by a property owners association with recorded covenants that include, among other things, property and building maintenance, management of amenities, and restrictions limiting rental units to less than 10 percent.

Please feel free to contact me if you have any questions or comments.

Yours Truly,



Richard Ferry
Manager, LDO Coweta, LLC

Newnan Crossing Townhomes Community Impact Assessment

In accordance with Section 10-10 part (b)(2)(g), any multi-family proposal in excess of 150 units is required to provide a study of the proposed development's impact on:

1. Schools

See attached letter from Ronnie Cheek with Coweta County Schools. He requested the following information, our answers are in italics:

❖ What is the construction schedule for the project?

- *Zoning – Approved Land Disturbance Permit – 12 months*
- *Phase 1 horizontal construction Final Plat – 15 months (includes main amenities)*
- *Phase 1 vertical construction (approximately 80 units) 18 months to build out following final plat.*
- *Phase 2 horizontal construction final plat (remaining 83 units) 18 months beginning 9 months after phase 1 final plat*
- *Phase 2 vertical construction (approximately 83 units) 18 months to build out following final plat.*

❖ Will the project be built in phases?

Yes- at least 2 phases.

❖ If phased construction is planned, what is the proposed build-out timeline?

See above.

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

Project is a fee simple market project.

2. Roads and Streets

See attached letter from Michael Klahr

3. Police

No response was provided by the Newnan Police Department.

4. Fire

Fire Marshal Tim Cox was contacted and sent the following via email on May 22, 2023:

"The Fire Dept. have no record of hazardous material, fire violations nor environmental issues."

5. Sanitation

AmWaste provides solid waste removal for the City of Newnan. Staff of AmWaste were not able to provide an amount of waste that is typical in the City.

The City charges each residence \$97.20 per quarter. If built as proposed there will be 163 units. Annually, each unit will pay \$388.80 for solid waste removal services. In all, the development will generate \$63,374.40 annually.

6. Taxes

Property taxes are figured by multiplying the assessed value of the property by 40% and applying the effective millage rates to that amount less any exemptions.

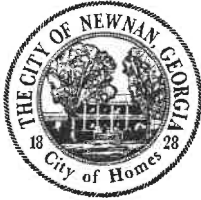
$$\text{Assessed Value} \times 40\% \times \text{Millage Rate} = \text{Property Tax}$$

The subject property is assessed property taxes from Coweta County, Coweta Schools, and the City of Newnan. The 2002 Assessment provides for the following:

	Assessed Value	*	40%	*	Millage Rate	=	Property Tax
Coweta County	\$4,639,967	*	40%	*	0.006162	=	\$9,923.47
Coweta Schools	\$4,639,967	*	40%	*	0.017140	=	\$27,602.77
City of Newnan	\$4,639,967	*	40%	*	0.003051	=	\$4,913.42

Assuming each unit has a market value of \$400,000, and further assuming the assessed value is equal to the market value, the total project will have an assessed value of \$65,200,000. Applying the 2022 millage rates to this amount the project will yield the following property taxes:

	Assessed Value	*	40%	*	Millage Rate	=	Property Tax
Coweta County	\$65,200,000	*	40%	*	0.006162	=	\$160,704
Coweta Schools	\$65,200,000	*	40%	*	0.017140	=	\$447,011
City of Newnan	\$65,200,000	*	40%	*	0.003051	=	\$79,570



The City of Newnan, Georgia

Office of the City Engineer

May 22, 2023

City Engineer Review

REZONING REQUEST

Portion of Tax Parcel 087 5011 003
35.4892 Acres
Newnan Crossing Bypass

Environmental:

1. The development plan shall follow the design standards and guidance per the Georgia Storm Water Management Manual, in compliance with the **Post-Development Stormwater Management Ordinance** for the City of Newnan.
Note a new requirement for on-site, runoff reduction, effective December 6, 2020.
2. The development plan shall include a three-phased erosion control plan in compliance with the **Soil Erosion, Sedimentation and Pollution Control Ordinance** for the City of Newnan.
3. All streams, wetlands and other environmentally sensitive areas such as floodplain and floodway shall be delineated and located within open space to the extent practically possible. The development plan shall be in compliance with the **Floodplain Management and Flood Damage Prevention Ordinance** for the City of Newnan. Any development within a floodplain or waters of the US shall be properly permitted with the Federal Emergency Management Agency (FEMA), or the United States Army Corp of Engineers (USACE), as applicable.
4. This site is located within a water supply watershed and thus increased stream buffers apply as follows: perennial streams shall carry an undisturbed stream buffer on 100 feet with an additional impervious surface setback of 50 feet; intermittent streams shall carry an undisturbed stream buffer of 50 feet with an additional 25 foot impervious surface setback. Buffers shall be measured from the point of wrested vegetation and shall be delineated in the field.
5. This site is located within the Stillwood Creek watershed drainage basin and stormwater management shall comply with the conditions set forth in the **Stillwood Creek Watershed Drainage Policy** as Section 10-169 of the **Post-Development Stormwater Management Ordinance** for the City of Newnan.

Transportation:

1. ADA compliant sidewalks, 6 feet in width, shall be provided along the public Right of Way for Newnan Crossing Bypass, the entire length of the parcel, to connect to existing sidewalk to the north. 5 foot sidewalks shall be provided throughout the proposed development, on both sides of all streets, and shall connect to the sidewalks in the Right of Way for Newnan Crossing Bypass.

2. Traffic impact study required. A traffic impact study shall include the intersections of Newnan Crossing Bypass with Lower Fayetteville Road, Lakeshore Parkway, and Poplar Road. Justification for trip distribution shall be included in the study. Mitigation shall be proposed for any negative impact to the level of service (LOS) at the intersections. The criteria for trip generation shall be derived from the latest edition of the Trip Generation Manual published by the Institute of Transportation Engineers (ITE).
3. The primary driveway for the development shall line up with existing road, Lakeshore Parkway, at an existing median break. Dedicated left and right turn lanes shall be provided and designed in accordance with design standards for the Georgia Department of Transportation (GDOT). Pavement markings shall be designed in accordance with the GDOT and the Manual on Uniform Traffic Control Devices (MUTCD).
4. A secondary driveway shall be Right In/ Right Out, designed in accordance with standards for the GDOT, and shall include a dedicated right turn lane.
5. A warrant study shall be provided to determine the need for a traffic signal at the location of the primary driveway serving the development. The study shall include the projected traffic generated for any under-construction projects in proximity along Newnan Crossing Bypass. The developer shall bear, at a minimum, the proportional share for the cost for a traffic signal, if warranted, and the signal shall incorporate video detection (Gridsmart). The signal installation shall comply with the MUTCD, GDOT standards and details, GDOT standard specifications, and the National Electric Code (NEC).
6. The developer shall provide and install street lighting along Newnan Crossing Bypass, adjacent to the parcel, in accordance with the lighting standards for a multi-lane urban corridor for the electric provider for the development.
7. The developer shall consider an ADA compliant parking space adjacent to the proposed Dog Park, with access isle.
8. Driveway length from sidewalk in the public Right of Way to face of garage door, and from the edge of pavement at private alley to face of garage door shall be 19'-0", minimum.

Respectfully,

Michael Klahr

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

Coweta County School System

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

May 30, 2023

Mr. Richard Ferry
Brent Holdings, LLC
270 North Jeff Davis Drive
Fayetteville, GA 30214

Re: Rezoning - Newnan Crossing Townhomes

Richard,

In response to your request for impact on the school system for the referenced project, we offer the following comments based on the information provided:

The proposed request for rezoning from a lower density (76 single family homes) to the higher density (163 townhomes) 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. Current enrollment figures show the building utilization of the schools serving this area as follows:

- Newnan Crossing Elementary School - 100%
- Arnall Middle School - 81%
- East Coweta High School - 119%

If the request is 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?
- ❖ Will the project be built in phases?
- ❖ If phased construction is planned, what is the proposed build-out timeline?
- ❖ Will there be a targeted market, e.g., senior citizens?

Thank you for the opportunity to provide feedback.

Sincerely,

Ronnie Cheek

Ronald C. Cheek
Director of Facilities
Coweta County Schools
(770)254-2750 x203
ronnie.cheek@cowetaschools.net

Cc: Tracy Dunnavant

Coweta Committed to Student Success

Coweta County School System

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

May 30, 2023

Mr. Richard Ferry
Brent Holdings, LLC
270 North Jeff Davis Drive
Fayetteville, GA 30214

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Thank you for the opportunity to provide feedback.

Sincerely,

Ronnie Cheek

Ronald C. Cheek
Director of Facilities
Coweta County Schools
(770)254-2750 x203
ronnie.cheek@cowetaschools.net

Cc: Tracy Dunnivant

Coweta Committed to Student Success

Property owners within 250'

1. CK Poplar LLC
Suite 200
300 Galleria Parkway SE
Atlanta, GA 30339
2. JBE Realty Holdings, LLC
5901 Peachtree Industrial BLVD
Atlanta, GA 30341
3. Ruby McMichael Estate
C/O Sheila Ann McMichael
19 Hickory Drive
Newnan, GA 30264
4. GTB Southside Realty LLC
2799 Piedmont Road NE
Atlanta, GA 30305
5. Poplar Road II, LLC
PO Box 71909
Newnan, GA 30271
6. Patrick Nugent II
135 Carlisle Street
Newnan, GA 30263
7. Jacob and Melanie Owens
141 Carlisle Street
Newnan, GA 30263
8. Elmorio and Deborah Brown
147 Carlisle Street
Newnan, GA 30263
9. Maricela Diaz
153 Carlisle Street
Newnan, GA 30263
10. Corey and Tonya Walton
159 Carlisle Street
Newnan, GA 30263
11. Alanna and Justin McCook and Troy O'Hearn Jr
167 Carlisle Street
Newnan, GA 30263
12. Lakeshore Homeowners Association
Suite 200B
500 Sugar Mill Road
Atlanta, GA 30350
13. Continental 636 Fund LLC
W 134 N 8675 Executive Parkway
Menomonee Falls, WI 53051

EXHIBIT "A"

PROPERTY DESCRIPTION

Being all that tract or parcel of land lying and being in Land Lots 11 & 12, 5th District, City of Newnan, Coweta County, Georgia and being more particularly described as follows:

Beginning for the same at a concrete right of way monument found at the intersection of the South Line of aforesaid Land Lot 11 and the Easterly Right-of-Way Line of Newnan Crossing Bypass, (a variable width right of way), as described in a deed recorded among the Land Records of Coweta County in Deed Book 1267, Page 158; thence, leaving the said Point of Beginning and running with the said line of Newnan Crossing Bypass

1. North 00° 02' 01" East, 18.88 feet; thence,
2. 296.78 feet along the arc of a curve deflecting to the right, having a radius of 1,809.86 feet and a chord bearing and distance of North 04° 15' 48" East, 296.45 feet; thence,
3. South 81° 02' 20" East, 25.00 feet; thence,
4. 37.38 feet along the arc of a curve deflecting to the right, having a radius of 1,784.86 feet and a chord bearing and distance of North 09° 33' 40" East, 37.38 feet; thence,
5. North 79° 50' 20" West, 25.00 feet; thence,
6. 579.02 feet along the arc of a curve deflecting to the right, having a radius of 1,809.86 feet and a chord bearing and distance of North 19° 19' 35" East, 576.56 feet; thence,
7. North 28° 29' 29" East, 459.07 feet; thence, leaving the aforesaid line of Newnan Crossing Bypass and running
8. South 61° 32' 28" East, 19.45 feet; thence, running adjacent to the property now or formerly owned by Continental, 449 Fund LLC, as described in a deed recorded among the aforesaid Land Records in Deed Book 4818, Page 179
9. South 54° 47' 38" East, 49.60 feet; thence,
10. South 47° 40' 50" East, 55.07 feet; thence,
11. South 56° 53' 40" East, 89.01 feet; thence,
12. South 68° 18' 39" East, 60.40 feet; thence,
13. North 66° 34' 33" East, 27.86 feet to a point in the centerline of a creek; thence, running with the centerline of said creek and continuing to run adjacent to the aforesaid Continental, 449 Fund LLC property
14. South 57° 04' 51" East, 40.44 feet; thence,
15. South 54° 52' 18" East, 86.87 feet; thence,
16. South 56° 44' 45" East, 95.07 feet; thence,
17. North 87° 51' 48" East, 47.03 feet; thence,
18. South 01° 25' 26" West, 22.18 feet; thence,
19. South 67° 48' 20" East, 108.92 feet; thence,
20. South 47° 54' 30" East, 50.58 feet; thence,
21. South 64° 35' 48" East, 62.13 feet; thence,
22. South 74° 31' 32" East, 70.29 feet; thence,
23. North 89° 21' 50" East, 38.61 feet; thence,
24. North 61° 50' 05" East, 56.69 feet; thence,
25. North 26° 02' 33" East, 17.77 feet; thence,
26. North 48° 10' 17" East, 69.00 feet; thence,
27. North 42° 28' 18" East, 62.16 feet; thence,

28. North 43° 22' 34" East, 82.62 feet; thence,
29. North 74° 13' 26" East, 64.34 feet; thence,
30. South 40° 33' 53" East, 36.18 feet; thence,
31. South 77° 49' 00" East, 56.05 feet to a point on the Westerly Right-of-Way Line of Interstate 85, (a variable width right of way); thence, running with the said line of Interstate 85
32. South 16° 05' 54" West, 13.59 feet to a concrete right of way monument found; thence,
33. South 00° 35' 22" West, 309.10 feet to a concrete right of way monument found; thence,
34. South 06° 16' 03" West, 167.45 feet to a concrete right of way monument found; thence,
35. South 10° 46' 58" West, 615.08 feet to a point of intersection with the South Line of aforesaid Land Lot 12; thence, leaving the aforesaid line of Interstate 85 and running with the said line of Land Lot 12
36. South 89° 34' 53" West, 177.58 feet to a 1 ¼ inch open top pipe found at the common corner of Land Lots 5 & 6, 2nd District of Coweta County; thence, continuing with the common line of aforesaid Land Lots 6, 11 & 12
37. South 89° 26' 39" West, 148.81 feet to a ¾ inch open top pipe found; thence,
38. North 87° 54' 51" West, 149.59 feet to a 1 ¼ inch open top pipe found; thence,
39. North 89° 00' 01" West, 298.97 feet to an axle found; thence,
40. North 88° 19' 10" West, 101.28 feet to an angle iron found; thence,
41. North 89° 52' 25" West, 98.96 feet to a 1 ¼ inch open top pipe found; thence,
42. North 88° 48' 32" West, 100.58 feet; thence,
43. North 88° 59' 55" West, 197.00 feet; thence,
44. North 88° 29' 32" West, 99.59 feet to a 3/8 inch rebar found at the intersection with the aforesaid line of Newnan Crossing Bypass; thence, running with the said line of Newnan Crossing Bypass
45. North 89° 24' 05" West, 60.31 feet to the Point of Beginning, containing 1,545,908 square feet or 35.4892 acres of land, more or less.

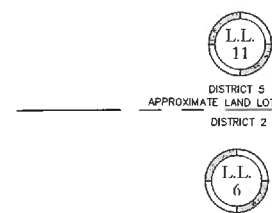
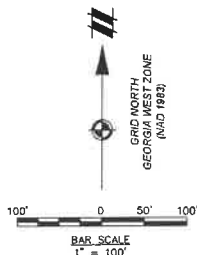
Property is subject to all easements and rights of way recorded and unrecorded.

FILE NAME: \\g0434\4\23020205 Newnan Crossing Bypass\Newnan Crossing Bypass.dwg DATE: 4/25/2023 12:04 AM PLOTTED BY: C:\Users\jldredge\OneDrive\Documents\Newnan Crossing Bypass.dwg PLOT SCALE: 1"=100'

THIS BOX RESERVED FOR THE CLERK OF THE SUPERIOR COURT FILING INFORMATION

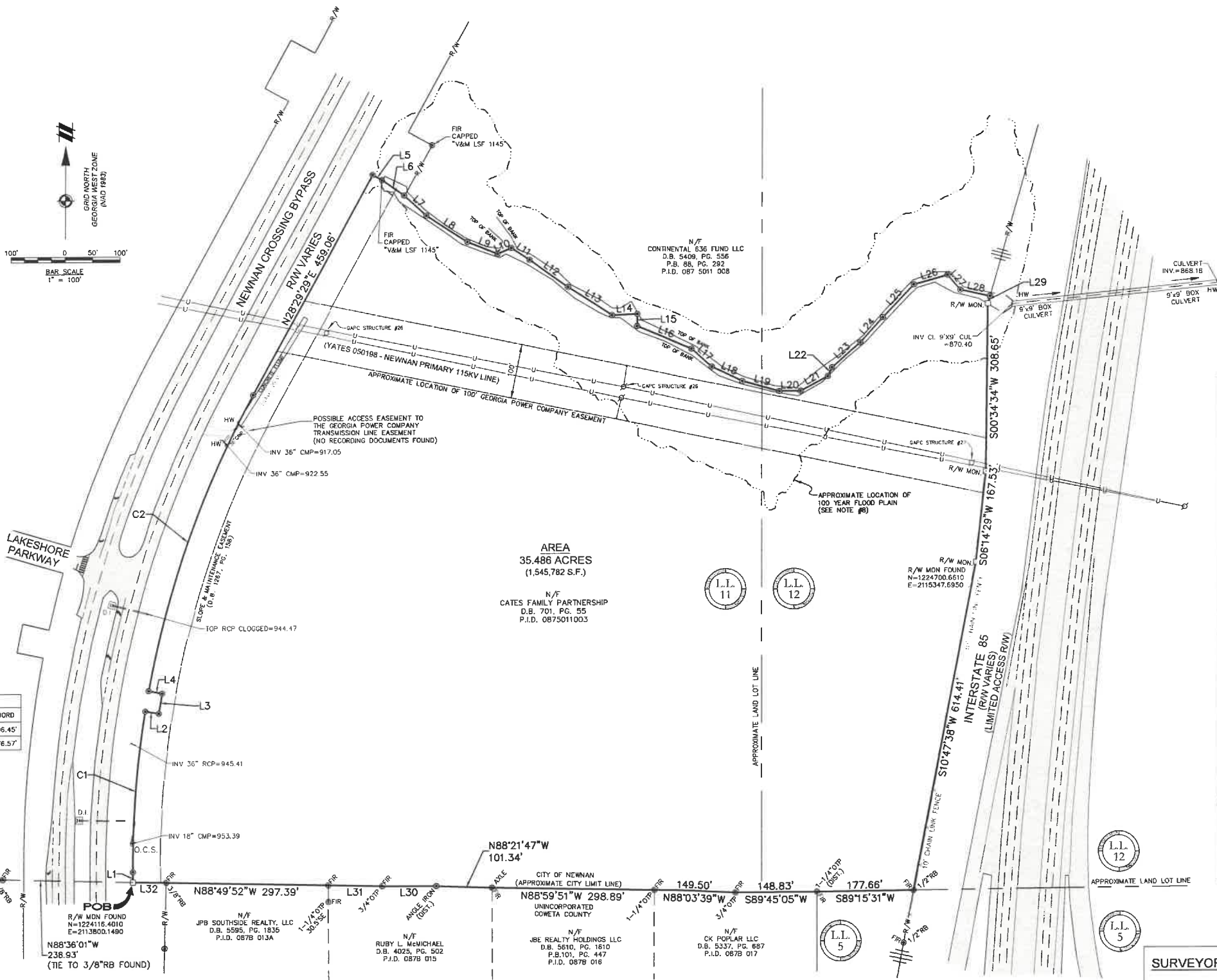
LINE #	BEARING	LENGTH
L1	N00°02'01"E	18.88'
L2	S81°02'20"E	25.00'
L3	N09°33'40"E	37.38'
L4	N79°50'20"W	25.00'
L5	S61°32'28"E	19.45'
L6	S54°47'38"E	49.60'
L7	S47°40'50"E	55.07'
L8	S56°53'40"E	88.01'
L9	S68°18'39"E	60.40'
L10	N66°34'33"E	27.86'
L11	S57°04'51"E	40.44'
L12	S54°52'18"E	86.87'
L13	S56°44'45"E	95.07'
L14	N87°51'48"E	47.03'
L15	S01°25'26"W	22.18'
L16	S67°48'20"E	108.92'
L17	S47°54'30"E	50.58'
L18	S64°35'48"E	62.13'
L19	S74°31'32"E	70.29'
L20	N89°21'50"E	38.61'
L21	N61°50'05"E	56.69'
L22	N26°02'33"E	17.77'
L23	N48°01'17"E	69.00'
L24	N42°28'18"E	62.16'
L25	N43°22'34"E	82.62'
L26	N74°13'26"E	64.34'
L27	S40°33'53"E	36.18'
L28	S77°49'00"E	56.05'
L29	S15°48'37"W	14.01'
L30	N89°51'48"W	98.93'
L31	N88°46'24"W	98.82'
L32	N89°25'47"W	80.39'

CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHORD
C1	296.78'	1809.88'	9°23'43"	S04°15'48"W	296.45'
C2	579.03'	1809.86'	18°19'51"	S19°19'35"W	576.57'



ABBREVIATIONS	
C1	CURVE NUMBER (SEE CURVE TABLE DATA)
CMF	CONCRETE MONUMENT FOUND
D.B.	DEED BOOK
E	EASTING
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FIR	FOUND IRON ROD
GAPC	GEORGIA POWER COMPANY
IRF	IRON ROD FOUND
L1	LINE NUMBER (SEE LINE TABLE DATA)
LB	LICENSED BUSINESS
LL	LAND LOT
L.L.C.	LIMITED LIABILITY COMPANY
M	MEASURED
MON	MONUMENT
N	NORTHING
NAD	NORTH AMERICAN DATUM
NAVIO	NORTH AMERICAN VERTICAL DATUM
N/F	NOW OR FORMERLY
O.C.S.	OUTLET CONTROL STRUCTURE
ORB	OFFICIAL RECORD BOOK
(R)	RECORD
P.O.B.	POINT OF BEGINNING
PG	PAGE
P.I.D.	PARCEL IDENTIFICATION NUMBER
RB	REBAR
RTK	REAL-TIME KINEMATIC
RAW	RIGHT-OF-WAY
TB	TOP OF BANK
TOS	TOP OF SLOPE
VRS	VIRTUAL REFERENCE STATION

LEGEND	
	FOUND MONUMENT
	IRON PIN SET
	SUBJECT BOUNDARY LINE
	ADJACENT BOUNDARY LINE
	RIGHT OF WAY LINE
	LAND LOT LINE
	EASEMENT LINE
	EXISTING FENCE
	FLOODPLAIN DELINEATION
	TOP OF BANK
	CATCH BASIN SQUARE
	CULVERT
	STORM SEWER
	ASPHALT PAVEMENT
	UTILITY POLE
	OVERHEAD UTILITY
	LIMITED ACCESS
	ROAD RIGHT-OF-WAY



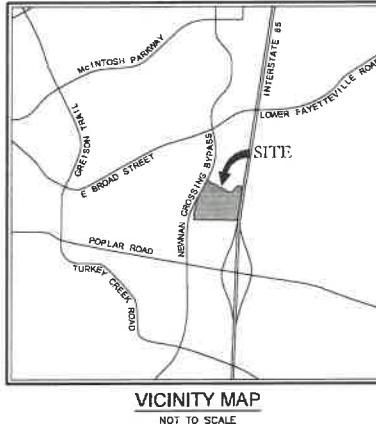
- ### SURVEY NOTES
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 - EASEMENTS AND RIGHTS OF WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE OF ARE SHOWN HEREON; OTHERS MAY EXIST OF WHICH THE SURVEYOR HAS NO KNOWLEDGE OF AND OF WHICH THERE IS NO OBSERVABLE EVIDENCE. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
 - THIS SURVEY DOES NOT INCLUDE THE BENEFIT OF A TITLE COMMITMENT.
 - NORTH ARROW AND BEARINGS SHOWN HEREON ARE BASED ON GEORGIA WEST ZONE - NAD 83 ADJUSTED 2011, USING GLOBAL POSITIONAL SYSTEM (GPS) AND OBTAINED BY RTK OBSERVATIONS ON 4/19/2023 USING THE TRIMBLE VRS SYSTEM. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS EXPRESSED IN U.S. SURVEY FEET.
 - FIELD CLOSURE: THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 154,368 FEET AND AN ANGULAR ERROR OF 3 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
 - PLAT CLOSURE: THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 648,312 FEET.
 - EQUIPMENT USED FOR MEASUREMENT: ANGULAR/LINEAR: TRIMBLE S6 ROBOTIC TOTAL STATION TRIMBLE R10 GPS RECEIVER.
 - FLOOD NOTE: ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR COWETA COUNTY, GEORGIA, COMMUNITY-PANEL NUMBER 1307C023D, DATED 2/8/2013, THE SUBJECT PROPERTY (A PORTION OF THE SUBJECT PROPERTY) IS IN A FLOOD HAZARD ZONE AND LIES WITHIN ZONE X, DETERMINED AS AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FLOOD LINE SHOWN HAS BEEN TAKEN AND DOWNLOADED FROM THE FEMA FLOOD MAP WEBSITE.
 - ZONING: PROPERTY IS ZONED RS-15 (SUBURBAN RESIDENTIAL SINGLE-FAMILY DWELLING DISTRICT - MEDIUM DENSITY). JURISDICTION PER ONLINE INFORMATION, RESEARCHED 04/24/2023, NO ZONING REPORT PROVIDED TO SURVEYOR.
 - PRIMARY BUILDING SETBACKS: 45'(R/W), 85'(C/L) FRONT / 12' SIDE / 35' REAR.
 - STATE, COUNTY, & LOCAL BUFFERS AND SETBACKS MIGHT EXIST ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
 - UTILITIES: THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON VISIBLE STRUCTURES. THE PROPERTY SHOWN HEREON MAY BE SERVED BY UNDERGROUND UTILITIES WHICH ARE NOT SHOWN. ALL UTILITY COMPANIES SHOULD BE CONTACTED BEFORE BEGINNING ANY DESIGN OR CONSTRUCTION.
 - SUBJECT PARCEL HAS DIRECT ACCESS TO PUBLIC RIGHT-OF-WAY. CURB CUTS AND DRIVEWAYS ARE LOCATED AS SHOWN.
- ### SURVEY REFERENCES
- BOUNDARY SURVEY FOR DOMINIUM, INC. PREPARED BY TERRAMARK PROFESSIONAL LAND SURVEYING, DATED 12/18/20.
 - COWETA COUNTY TAX MAPS.
 - ALL OTHER REFERENCES ARE AS SHOWN HEREON.

SURVEYOR'S PLAT CERTIFICATION:

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

CLYDE R. LDREDGE, GEORGIA PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 2659

April 25, 2023
DATE



Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE CONTRACTOR SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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CLIENT	LOCATED IN	BOUNDARY OF SURVEY
BRENT HOLDINGS, LLC	LAND LOT 11 & 12	NEWNAN CROSSING BYPASS
	5th DISTRICT	2037 NEWNAN CROSSING BYPASS
	CITY OF NEWNAN	NEWNAN, GEORGIA 30263
COWETA COUNTY, GEORGIA		
DATE	04/25/2023	
REVISIONS		
DWG. DAS	CH. CRE	
P.M. KK		
CODE		
JOB	23002095	
SHEET NO.		
	1 OF 1	







To: Mayor and Council

Date: June 13, 2023

Agenda Item: Consideration of Construction Contract Award, Budget and Funding for Planning & Zoning Department Renovations

Prepared By: Ronda Helton, Program Manager

Purpose:

Newnan City Council may consider awarding a construction contract to Tomco Construction for the renovations of the Planning and Zoning Department at Newnan City Hall. In addition, Newnan City Council may consider approving the project budget.

Background:

The City of Newnan relocated two positions physically and organizationally; the Special Projects Manager and Keep Newnan Beautiful Manager. The Special Projects Manager was initially hired to manage funding received from the American Rescue Plan Act (ARPA) in 2021. Allocated within this funding source are funds to construct affordable housing in partnership with Newnan Urban Redevelopment Agency (NURA). The Special Projects Manager will be assisting Planning and Zoning with said construction, managing the grant allocations as well as continuing to manage the remaining ARPA funds. For efficiency purposes, this created a need for this position to relocate within the planning and Zoning Department.

The City's Keep Newnan Beautiful Manager position has moved organizationally from the direction of Assistant City Manager, to City Engineer. The City Engineer and Keep Newnan Beautiful's missions and goals are similar in nature. Much of the time crossing paths, it was determined that making this organizational change would create efficiency in the area as well. This created a need for additional space in the Engineering Department, which is housed adjacent to the Planning and Zoning Department.

City staff, in response to the stated need to create more stream line efficiencies in these areas, enlisted the support of Houser Walker Architecture to develop design documents that will accommodate the additional office space needed at Newnan City Hall. Please note that the proposed design will incorporate elements of the existing architecture found throughout Newnan City Hall. Please find a copy of the proposed improvements attached herein.

Due to the anticipated cost of improvements and in accordance with the City's adopted Procurement Policy, City Staff prepared and released an Invitation To Bid (ITB) for Professional Construction Services – Newnan City Hall Planning and Zoning Renovations May 1, 2023.

The City of Newnan received one proposal on May 30,2023.

The following firm submitted a qualified proposal:
Tomco Construction
1040 Sullivan Road
Newnan, GA 30265

The recommendation herein is primarily based upon the following elements:

- Firm's understanding of the project; and
- Firm's availability and project approach; and

- Firm's experience performing similar services; and
- Firm's fee proposal

After close evaluation of the proposal and evaluation of the overall project funding needs, it is the recommendation of City staff, that a total project budget be set as shown below.

Construction - \$177,000

Furniture, Fixtures & Equipment \$ 78,000

Owner Contingency \$25,000

Total Budget \$280,000

Funding:

General Fund - Fund Balance

Recommendation:

City staff recommends that the Newnan City Council award the construction contract to Tomco Construction in the amount of \$177,000. In addition, the City Staff recommends that the Newnan City Council consider and approve a total project budget of \$280,000 (project budget details above).

Attachments:

1. Bid Tab PZ Offices
2. P & Z Plans

Previous Discussion with Council:

N/A



City of Newnan, Georgia

BID OPENING: Planning & Zoning Office Renovations
Tuesday, May 30, 2023 – 2pm

BIDDER	BID AMOUNT	COMMENTS
Tomco Construction	\$177,000-	

BIDS OPENED BY

PROJECT NAME:

NEWNAN CITY HALL - PLANNING OFFICE RENOVATIONS

25 LaGrange Street Newnan, Georgia 30263

This project is a renovation of an existing office space within the Newnan City Hall. Egress and travel distances have not been significantly altered, and therefore, a new life safety plan has not been provided.

DRAWING LIST:

NUMBER	SHEET NAME	ORIGINAL ISSUE DATE	CURRENT REVISION DATE	CURRENT REVISION
G	GENERAL			
G000	COVER SHEET			
A	ARCHITECTURAL			
A102	PLAN, RCP AND DOORS			
A451	DETAILS			

Existing Conditions

- All drawings and details incorporating existing conditions are representations of existing conditions only. The contractor shall verify the accuracy of actual conditions and coordinate with the architect any deviations of the details so to execute the intent of the drawing or detail.
- Field verify existing dimensions prior to ordering or cutting materials.
- Cutting and patching: the contractor shall be responsible for cutting, fitting or patching required to complete the work or to make parts fit together properly. All areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to cutting, fitting and patching.
- Remove completely materials as indicated on the drawings and as required for new construction. Edges and faces of demolished areas shall be repaired to accept neat installation of new construction or finishes. Where existing materials are to be replaced, existing materials, adhesives, etc. Shall be removed and exposed surfaces shall be repaired as recommended by manufacturer prior to installation of new materials.
- Patch holes caused by the removal of equipment, piping, conduit, duct, grills, etc with materials matching existing.
- Where drawings note existing finishes to remain, these finishes are to be repaired and/ or extended to be seamless with renovated areas.
- Surfaces of new and existing finishes are to match in color, texture and consistency, unless noted otherwise.
- General contractor shall return all salvageable items to owner or dispose of at owner's discretion.

Other General Requirements:

- The contractor shall supervise and direct the work, using the contractor's best skill and attention. The contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work. If the contract documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the contractor shall evaluate the jobsite safety thereof, and shall be fully responsible for the jobsite safety associated with such instructions. If the contractor determines that such instructions may not be safe, the contractor shall give timely written notice to the owner and architect and shall not proceed with that portion of the work without further written instructions from the architect.
- The contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the work. The superintendent shall represent the contractor and communications given the superintendent shall be binding as if given to the contractor.
- Demolition debris shall be removed from the site daily. Contractor shall clean jobsite daily, maintain a clean workplace and keep construction debris and dust away from adjacent building occupants.
- Install blocking in all walls indicated to receive wall mounted devices and/ or casework.
- All wood blocking shall be fire-retardant treated.
- Provide double studs at all openings in walls.
- Furr in all fire extinguisher cabinets so as to afford proper fit and to maintain the integrity of any rated walls in which they occur.
- Exposed electrical, fire protection, and mechanical devices shall be centered on or align with architectural features as shown on the reflected ceiling plans.
- Openings created in slabs, smoke partitions, or fire rated partitions by this work shall be repaired using techniques and materials to maintain the rating of the wall, including but not limited to, smoke dampers, fire dampers, firestopping, and fire-rating, penetrations of masonry walls and concrete floors shall be stopped to minimum 2-hour rating.
- Contractor is to coordinate with owner-provided materials & services.
- All dimensions are to face of finished surfaces, unless noted otherwise.
- Note that mechanical, electrical, and fire protection will be design-build, as necessary, to adapt to the new layout.
- Intent is to match existing systems, details, finishes, and other adjacent materials to create a seamless transition with surrounding spaces.

REVISION SCHEDULE:

REVISION NO.	REVISION DATE	REVISION DESCRIPTION
--------------	---------------	----------------------

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ARCHITECTURE

1819 Peachtree Road, NE
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Atlanta, GA 30309
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houserwalker.com

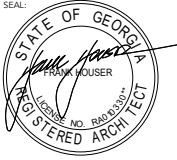
Contact: Hank Houser

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COVER SHEET

Scale:

Issue:

Construction Documents

Project Number:

2306

Issue Date:

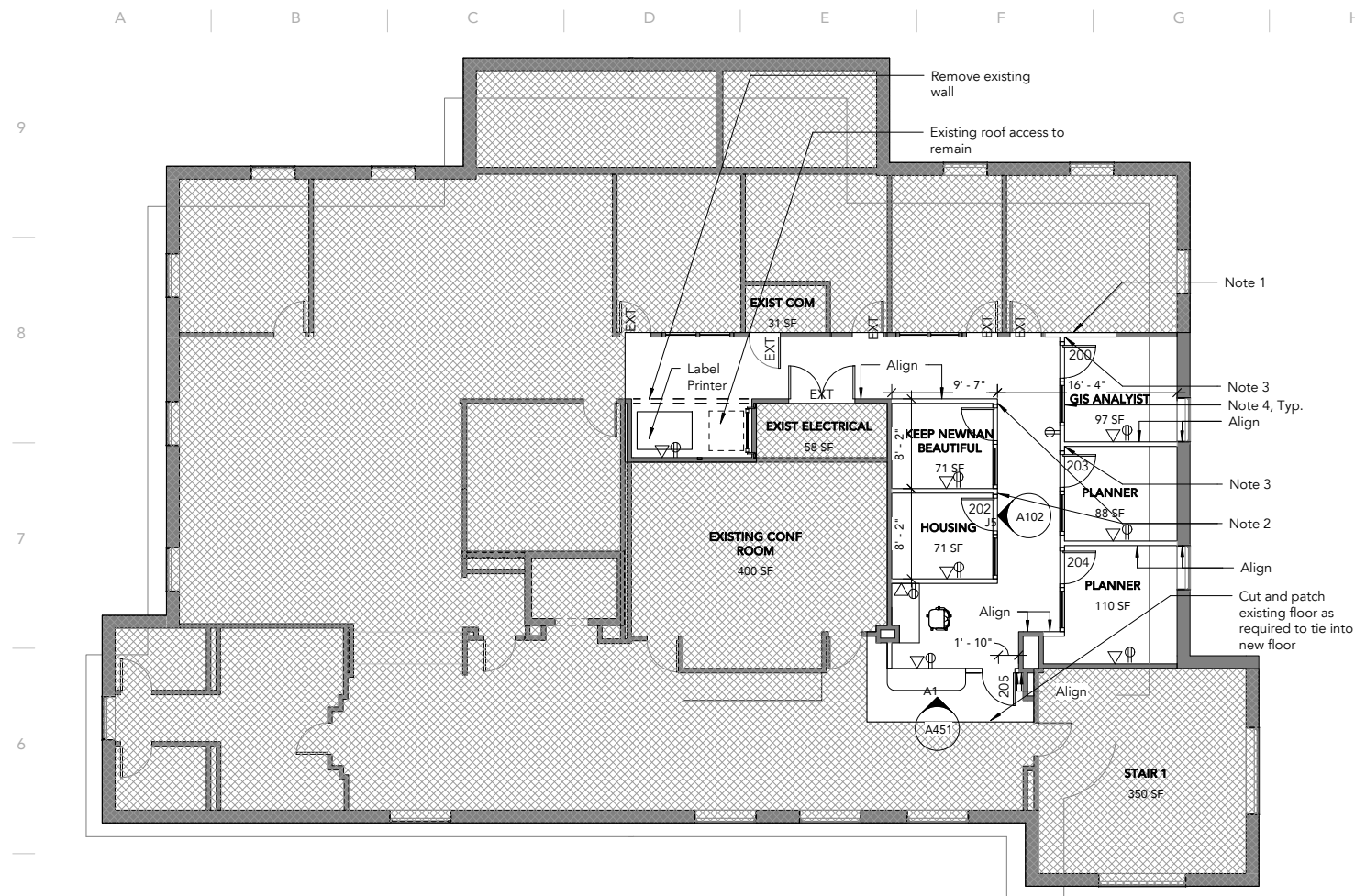
04/24/23

Current Revision:

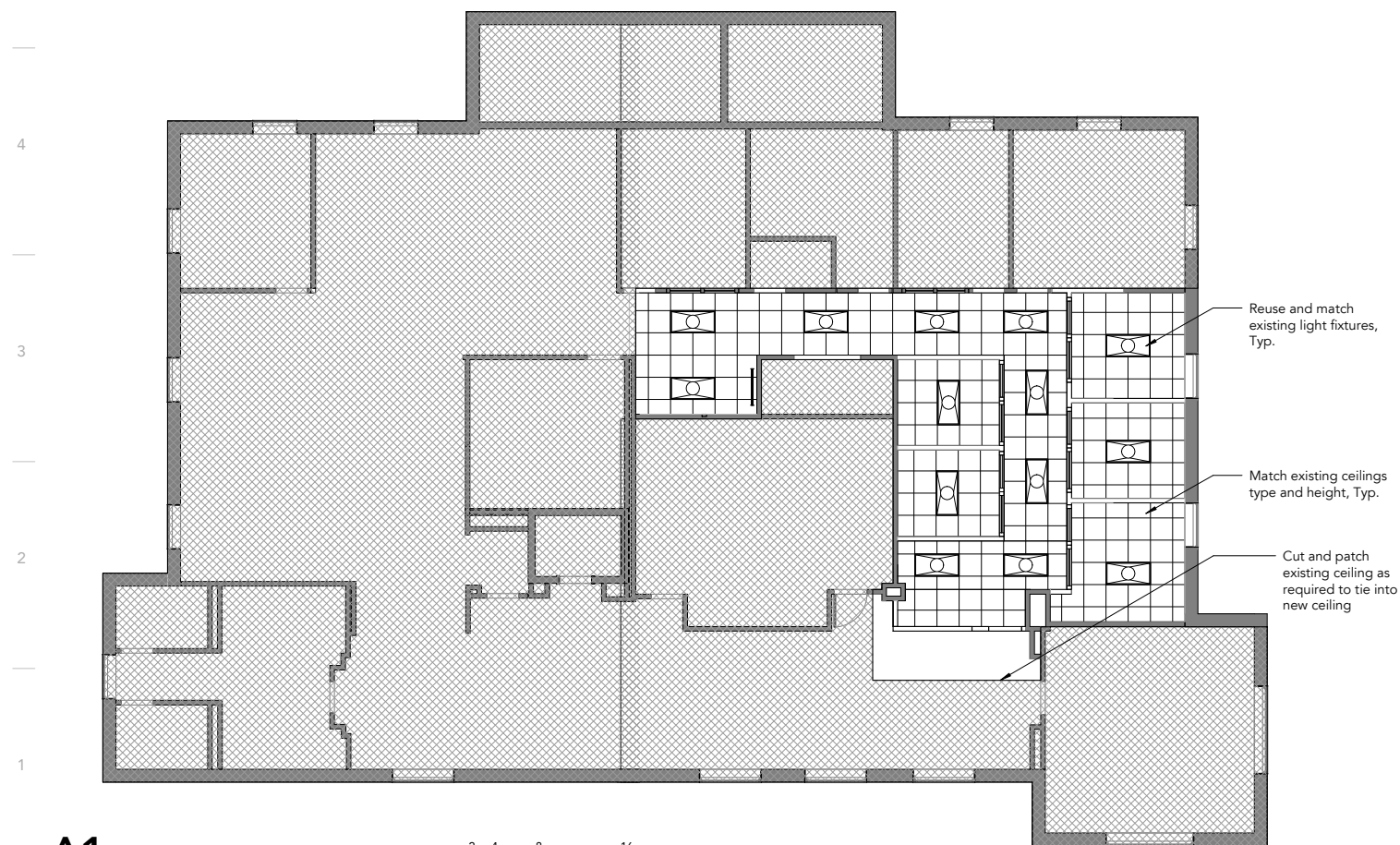


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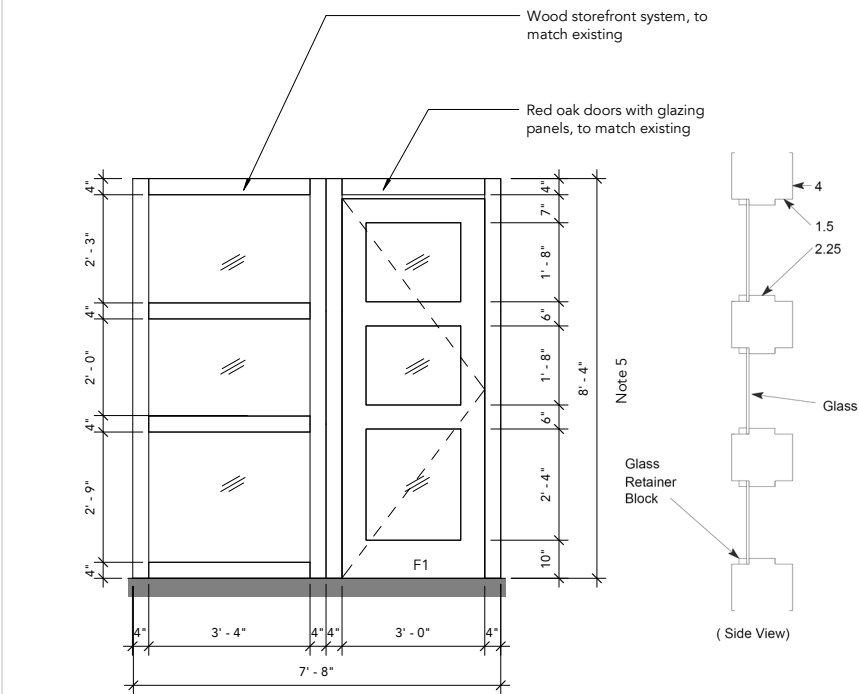
G000



A5 SECOND LEVEL FLOOR PLAN



A1 SECOND LEVEL REFLECTED CEILING PLAN



J5 TYPICAL INTERIOR STOREFRONT

DOOR NUMBER	TYPE	DOOR			FRAME	FIRE RATING	HARDWARE SET	ACCESS CONTROL	COMMENTS
		WIDTH	HEIGHT	MATERIAL	MATERIAL				
200	F1	2' - 11 5/8"	7' - 11 1/4"	Wood	Metal		Office		Match Existing
202	F1	2' - 11 5/8"	7' - 11 1/4"	Wood	Metal		Office		Match Existing
203	F1	2' - 11 5/8"	7' - 11 1/4"	Wood	Metal		Office		Match Existing
204	F1	2' - 11 5/8"	7' - 11 1/4"	Wood	Metal		Office		Match Existing
205	F1	2' - 11 5/8"	7' - 11 1/4"	Existing	Existing		Existing	Existing	Reuse Existing

J1 DOOR SCHEDULE

MATERIAL KEYNOTES

DRAWING LEGEND

-  To be Removed
 Existing to Remain Wall
 New Construction Wall
 Not in Contract

GENERAL NOTES

- A. Walls to be 3 5/8" studs with one layer of 5/8" Type X gypsum board on each side, unless noted otherwise.
- B. ACT ceiling grids and light fixtures to be centered in the room, unless noted otherwise.

SHEET-SPECIFIC NOTES

1. Remove existing storefront and infill opening with stud wall.
2. Align storefront system with adjacent perpendicular wall.
3. Offset storefront system 6" from adjacent perpendicular wall.
4. Provide storefront as detailed J5 at all new offices. Storefront to match existing.
5. Confirm all dimensions match existing conditions.

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Sheet Title: **PLAN, RCP AND DOORS**
 Drawn by: **Author**

Project Title: **NEWNAN CITY HALL - PLANNING OFFICE RENOVATIONS**
25 LaGrange Street Newnan, Georgia 30263

Scale:

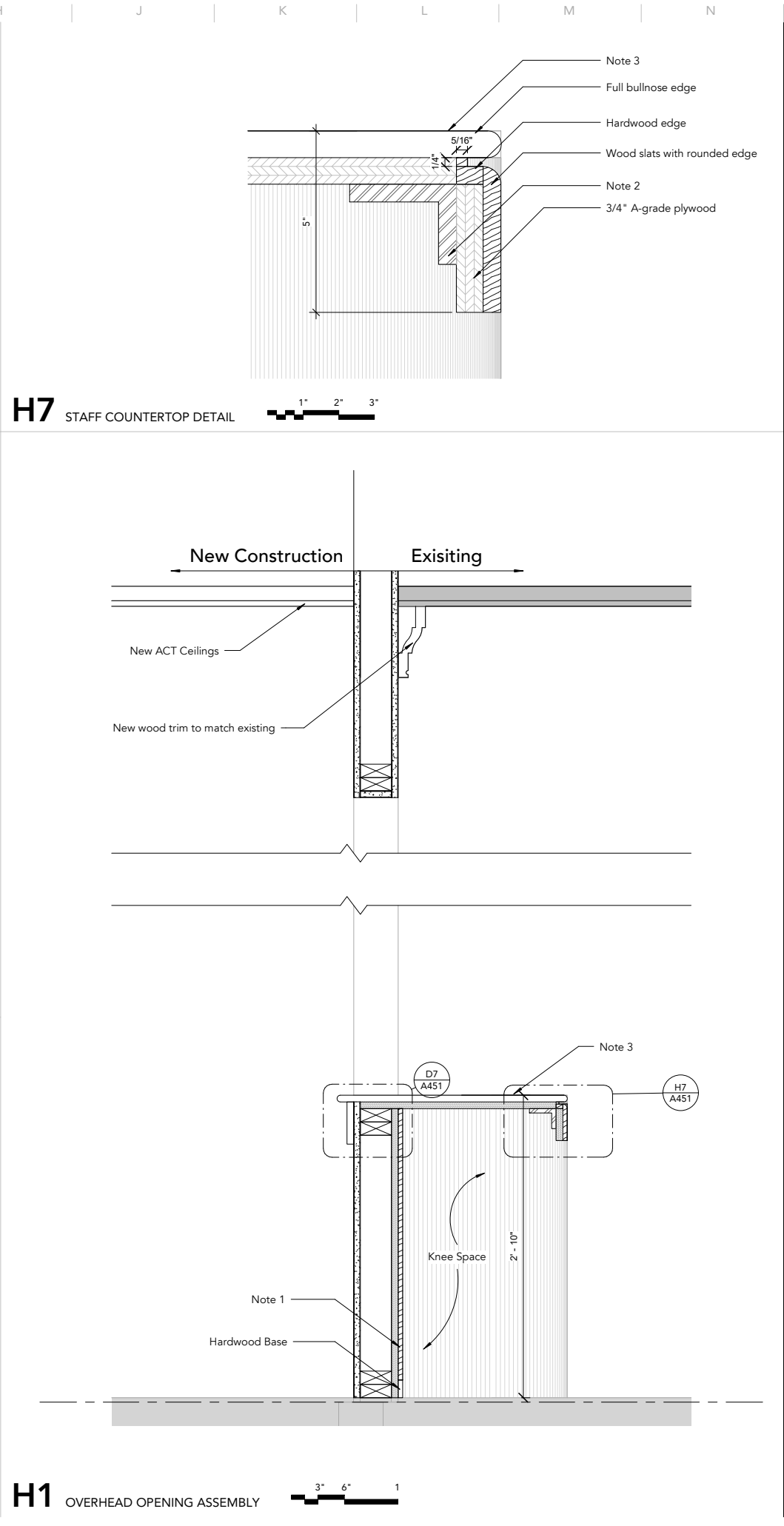
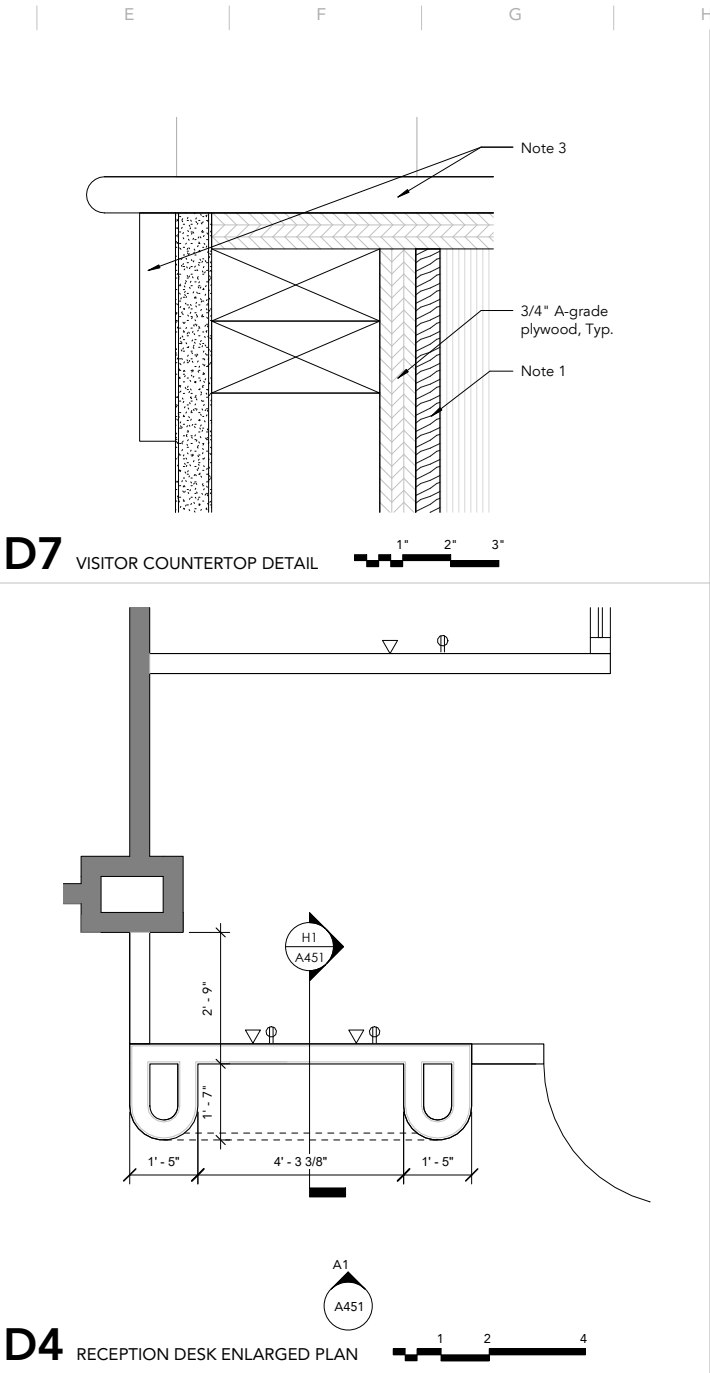
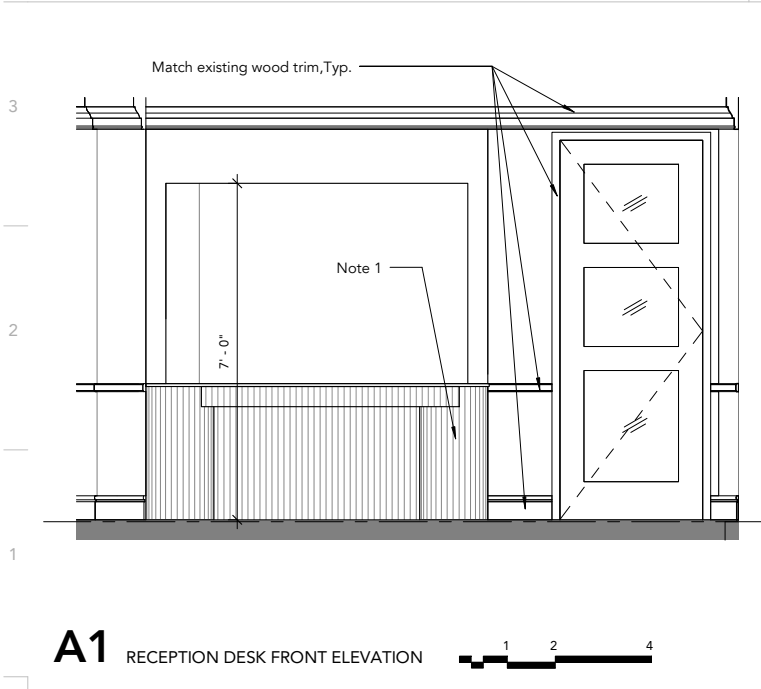
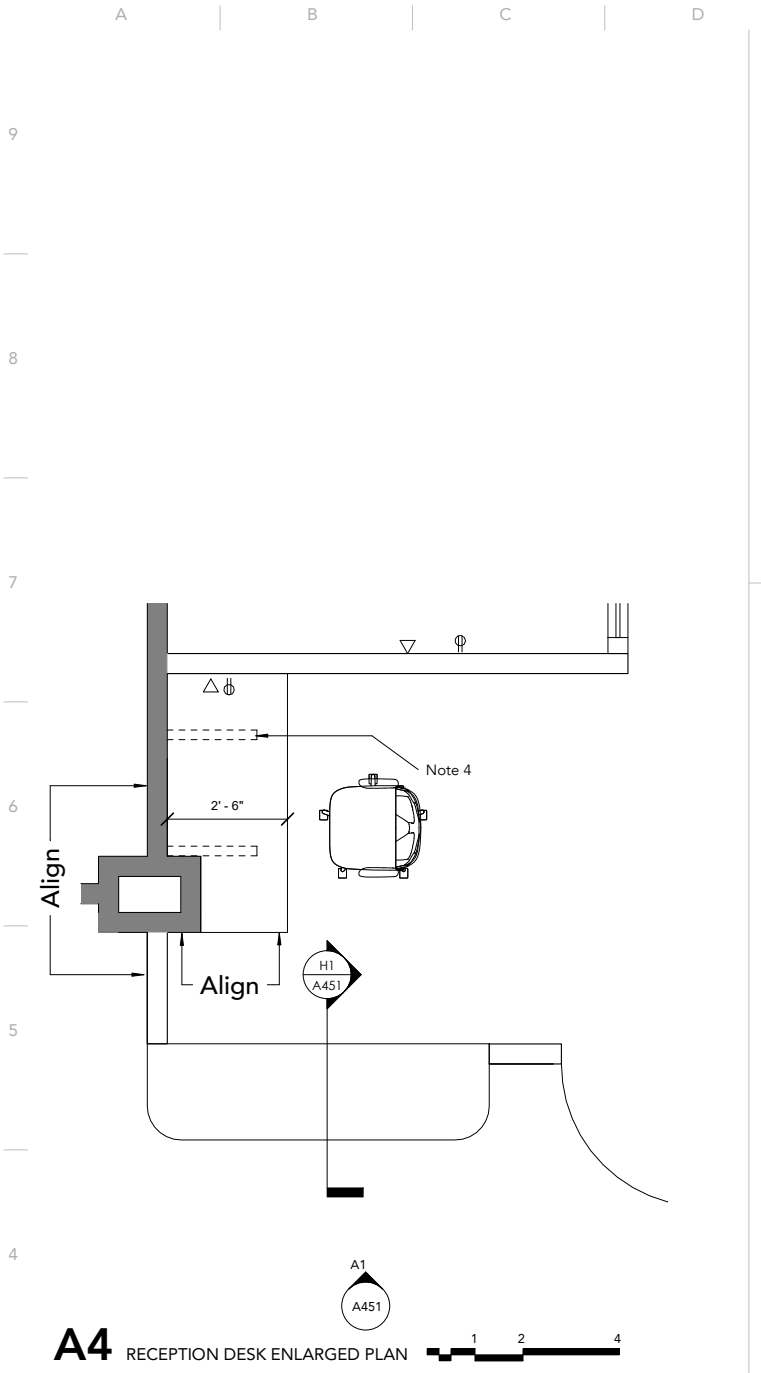
Issue:
Construction Documents

Project Number: 2306 Issue Date: 04/24/23

Current Revision:

SHEET NO:

A102
Page 89 of 128



MATERIAL KEYNOTES

GENERAL NOTES

A. Walls to be 3 5/8" studs with one layer of 5/8" Type X gypsum board on each side, unless noted otherwise.

B. ACT ceiling grids and light fixtures to be centered in the room, unless noted otherwise.

SHEET-SPECIFIC NOTES

1. 1/2" x 1/2" wood slats with 1/2" spacing. To match wood slat at the reception desk on the first floor.

2. Solid steel angle, powder coated black.

3. Countertop materials and details to match reception desk on first floor. Caesarstone, Quartz, caesarstone, 5131 p+h calcata nuvo, 2cm.

4. Counter at 30" above finish floor. Counter material to be Caesarstone, Quartz, caesarstone, 5131 p+h calcata nuvo, 2cm. Provide metal supports underneath, mounted to existing wall.

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SHEET NO: **A451**

NEWMAN CITY HALL - PLANNING OFFICE RENOVATIONS
25 LaGrange Street Newnan, Georgia 30263

Page 64 of 128



To: Mayor and Council

Date: June 13, 2023

Agenda Item: Consideration of an Intergovernmental Agreement between Coweta County, the City of Newnan, and other qualified municipalities of Coweta County for the purposes of identifying project cost estimates and other terms for the upcoming SPLOST referendum.

Prepared By: Cleatus Phillips, City Manager

Purpose:

To consider an Intergovernmental Agreement between Coweta County, the City of Newnan, and other municipalities of Coweta County for the purposes of identifying project cost estimates and other terms for the upcoming SPLOST referendum.

Background:

The Coweta County Board of Commissioners will be calling for a referendum in November of 2023 asking the voters of Coweta County to continue with the 1 cent Special Purpose Local Option Sales Tax (to be known as 2025 SPLOST). The attached Intergovernmental Agreement (IGA) sets forth project cost estimates and established terms such as revenue division, revenue distribution, and more.

The total estimated collections county-wide over the 6-year period is \$250,000,000. The amount for Level 2 Projects is \$11,050,000. As stated within the IGA, the City of Newnan will receive 26.94% of the county-wide collections after funding of Level 2 projects. Newnan is estimated to receive a total of \$64,373,130, with project category budgets as follows:

Roads, Streets, Bridges, Culverts, & Sidewalks	\$22,550,000
Parks & Recreation	\$12,600,000
Public Facilities	\$6,650,000
Public Safety	\$14,015,000
Public Works	\$1,750,000
Technology	\$500,000
Utility Infrastructure	\$6,308,130
Newnan Total	\$64,373,130

Funding:

N/A

Recommendation:

Approve the IGA as presented.

Attachments:

1. 2025 SPLOST Intergovernmental Agreement (Final) (002)

Previous Discussion with Council:

N/A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, (this “Agreement”) is made and entered into as of _____, 2023, by and among COWETA COUNTY, a political subdivision of the State of GEORGIA (the “County”) and the CITY OF CHATTAHOOCHEE HILLS (“Chattahoochee Hills”), the CITY OF GRANTVILLE (“Grantville”), the CITY OF HARALSON (“Haralson”), the TOWN OF MORELAND (“Moreland”), the CITY OF NEWNAN (“Newnan”), the CITY OF PALMETTO (“Palmetto”), the CITY OF SENOIA (“Senoia”), the TOWN OF SHARPSBURG (“Sharpsburg”), and the TOWN OF TURIN (“Turin”), municipal corporations of the State of Georgia (together Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Palmetto, Senoia, Sharpsburg, and Turin, the “Cities”).

W I T N E S S E T H:

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

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the “Sales and Use Tax Act”) to levy and collect a one percent Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of funding capital outlay projects (the “Projects”); and

WHEREAS, the County and Cities met to discuss possible projects for inclusion in the SPLOST referendum on the 11th day of May, 2023 in conformance with the requirements of O.C.G.A. Section 48-8-11(a); and

WHEREAS, the County and the Cities have negotiated a division of the SPLOST proceeds as authorized by the Sales and Use Tax Act; and

WHEREAS, the Sales and Use Tax Act authorizes the County and the Cities to enter into an “intergovernmental agreement” (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the SPLOST; and

WHEREAS, the County and the Cities are entering into this Agreement to identify the Projects that will be funded with the SPLOST;

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

ARTICLE 1.

REPRESENTATIONS

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

- vii. The City is located entirely or partially within the geographic boundaries of Coweta County.
- b. The County makes the following representations as the basis for the undertakings on its part herein contained:
 - i. The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County.
 - ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.
 - iii. The authorization, execution, delivery, and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefore) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
 - v. The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - vi. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7th day of November, 2023 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within Coweta County for a period of 72 quarters, or six years, commencing on the 1st day of January, 2025, to raise an estimated \$250 million to be used

for funding the projects specified in Article 8 and further enumerated in Exhibit A – Project List.

ARTICLE 2.

CONDITIONS PRECEDENT

- a. The obligations of the County and the Cities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. 48-8-111(a).
- b. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. 48-8-111(b) through (e).
- c. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring the same to the County.

ARTICLE 3.

EFFECTIVE DATE AND TERM OF THE TAX

The SPLOST, subject to approval in an election to be held on November 7, 2023, shall continue for a period of six years with collections beginning on January 1, 2025.

ARTICLE 4.

EFFECTIVE DATE AND TERM OF THIS AGREEMENT

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

- a. The official declaration of the failure of the election described in this Agreement; or
- b. The expenditure by the County and all of the Cities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST.

ARTICLE 5.

COUNTY SPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

- a. A special fund or account shall be created by the County and designated as the 2025 Coweta County Special Purpose Local Option Sales Tax (“2025 SPLOST Fund”). The County shall select a bank which shall act as a depository and custodian of the 2025 SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- b. Each City shall create a special fund to be designated as the 2025 [City name] Special Purpose Local Option Sales Tax Fund. Each City shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each City upon such terms and conditions as may be acceptable to the City.
- c. All SPLOST proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Article. Except as provided in Article 6, SPLOST proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Agreement.

ARTICLE 6.

PROCEDURE FOR DISBURSEMENT OF SPLOST PROCEEDS

- a. Upon receipt by the County of SPLOST proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the 2025 SPLOST Fund. Within the 2025 SPLOST Fund, the County shall create four sub-accounts: the “Level Two Account”, the “Debt Service Account”, the “County Account” and the “City Account”. SPLOST proceeds that will be used to pay for the Level Two Projects not funded with Debt shall be deposited into the Level Two Account; SPLOST proceeds that will be used to pay the debt service on the Debt (hereinafter defined) shall be deposited into the Debt Service Account; SPLOST proceeds that will be used to fund County Projects not funded with Debt shall be deposited into the County Account; and SPLOST proceeds that will be used to fund City Projects not funded with Debt shall be deposited into the City Account. The monies in the Level Two Account and the County Account shall be held and applied to the cost of acquiring, constructing, and equipping the Level Two Projects and the County Projects respectively as listed in Article 8.
- b. The County shall establish a twelve-month period as the “Sinking Fund Year” for the Debt. Within each Sinking Fund Year, the SPLOST proceeds of each beneficiary of the Debt shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay that beneficiary’s pro-rata share of the debt service coming due on the Debt for such Sinking Fund Year. After a

beneficiary of the Debt has funded its pro-rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining SPLOST proceeds of that beneficiary shall be disbursed as provided in Paragraph (d) of this Article.

- c. All funds deposited monthly into the Level Two Account shall be transferred from the County to the Level Two Account within ten business days of the County's receipt of the same. After the Level Two Projects have been completed, any remaining SPLOST proceeds from the Level Two Account shall be disbursed as provided in Paragraph (d) of this Article.
- d. All funds deposited monthly into the City Account shall be transferred from the County to the Cities within ten business days of County's receipt of the same. Each disbursement to the Cities shall be made by check unless a City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The proceeds received by the Cities shall be deposited in the separate funds established by each City in accordance with Article 5 of this Agreement. Each City shall hold and apply the SPLOST proceeds to the cost of acquiring, constructing, and equipping the City Projects, respectively, as listed in Article 8.
- e. Should any City cease to exist as a legal entity before all funds are distributed under this Agreement, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City's share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

ARTICLE 7.

DIVISION OF SPLOST PROCEEDS

- a. Based upon past collection history and other data available to the County, the County currently projects, and the Cities are in agreement, that the total collections of the SPLOST over the six-year period will be approximately \$250,000,000.
- b. The County desires to allocate approximately \$11,050,000 (4.42%) for Level Two Projects benefiting the citizens of the entire county. SPLOST proceeds that will be used to fund the Level Two Projects shall be allocated to the Level Two Account on a monthly basis at a rate of 4.42% over the six-year period.
- c. The remaining SPLOST proceeds will be approximately \$238,950,000 over the six-year period and shall be divided among the County and the Cities as follows:

Chattahoochee Hills	0.00%
Haralson	0.13%
Turin	0.23%
Palmetto	0.25%
Sharpsburg	0.26%
Moreland	0.30%
Grantville	2.30%
Senoia	2.94%
Newnan	26.94%
County	66.65%

- d. The County and the Cities hereby agree and acknowledge that if the City of Chattahoochee Hills is deemed a qualified municipality within Coweta County by the Georgia Department of Revenue during the term of this Agreement, the SPLOST proceeds defined in subsection (c) above shall be reduced on a proportional basis.
- e. Notwithstanding the provisions of this Article, the County and the Cities hereto acknowledge and agree that the SPLOST received by it in each year shall be applied first to the payment of the Debt issued for its benefit.

ARTICLE 8.

PROJECTS AND PROJECT PROVISIONS

The County and the Cities agree, as follows:

- a. The Projects shall consist of “County Level Two Projects”, “County Projects”, and “City Projects.” The County Level Two Projects, County Projects, City Projects, and their estimated costs are set forth and incorporated herein as Exhibit A – Project List.
- b. Each Project may include land, facilities, equipment, vehicles, and other capital costs related to such Project.
- c. The County shall promptly proceed with the acquisition, construction and equipping of the County Projects as soon as SPLOST or Debt proceeds are available. Each City shall promptly proceed with the acquisition, construction and equipping its respective City Project as soon as SPLOST or Debt proceeds are available.
- d. The County shall own and operate the County Projects. The City Projects shall be owned and operated by the respective City. The County shall be responsible for paying or providing for all the costs of operating, maintaining, and insuring the

County Projects. Each City shall be responsible for paying or providing for all the costs of operating, maintaining, and insuring its respective City Projects.

- e. The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Each City shall supervise or cause the supervision of the acquisition, construction and equipping of its respective City Projects.
- f. The County and the Cities acknowledge that the costs shown above for each Project are estimated amounts. The parties acknowledge that the actual SPLOST collections may vary from the estimated amounts and that the needs of the County and/or the Cities may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and the Cities have the sole right to determine how much they will spend on the City Projects. The County and the Cities are not required to spend the amounts set forth above for the Projects; provided, however, a Project may not be abandoned in its entirety unless the parties agree and the provisions of the Sales and Use Tax Act are satisfied. Furthermore, the County and the Cities may spend more than the amounts set forth above for the Projects.
- g. The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the Cities may fund the City Projects in any order or priority it may deem necessary or convenient

ARTICLE 9.

THE DEBT

- a. The ballot shall contain the language required by the Sales and Use Tax Act for the authorization of up to \$100,000,000.00 of debt (the “Debt”). The Debt may be issued by the County in whole or in part and in one or more series for purposes of funding a portion of the County Projects, a portion of the City Projects, the costs of issuing the debt, and capitalized interest. The County shall remit to the Cities their pro rata share of the Debt proceeds within three business days of the County’s receipt of same to enable the Cities to acquire, construct and equip the City Projects. The Cities each acknowledge that it is responsible for the payment of that portion of the Debt allocable to its Projects, including its pro rata share of issuance expense (the “City Debt”) and the payment of that portion of the arbitrage rebate allocable to the City Debt. The County acknowledges that it is responsible for the payment of the rest of the Debt (the “County Debt”). Notwithstanding the foregoing, the County and the Cities acknowledge and agree that the County shall only issue Debt for the purpose of funding the City Projects if it shall receive an opinion from its counsel to the effect that the County is authorized to issue Debt to fund such City Projects.

- b. The Debt shall be paid first from the proceeds of the SPLOST. In the event that there are insufficient SPLOST to pay the Debt, the County shall pay any shortfall attributable to the County Debt from its general fund, and the Cities shall pay any shortfall attributable to the City Debt from their general funds (the “Debt Service Payments”). The County and the Cities covenant that, in order to make the Debt Service Payments when due from their general funds to the extent required, they will exercise their power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder, and they will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. The County and the Cities further covenant and agree that in order to make funds available for such purpose, they will, in their general revenue, appropriation, and budgetary measures whereby their tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County and the Cities to make any payments that may be required to be made from their general funds shall constitute a general obligation of the County and the Cities and a pledge of the full faith and credit of the County and the Cities to provide the funds required to timely fulfill any such obligation.

In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the County and the Cities are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County and the Cities had included the amount of the appropriation in their general revenue, appropriation, and budgetary measures, and the fiscal officers of the County and the Cities shall immediately make such Debt Service Payments to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

- c. The obligations of the County and the Cities to make the Debt Service Payments and to perform and observe the other agreements on their part contained in this Article 9 shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the County and the Cities (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of their other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any Project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

- d. The County shall be responsible for all aspects of the Debt issuance process. The County will select the underwriter, bond counsel, local counsel, etc. The County will keep the Cities informed of the progression of the Debt issuance.

ARTICLE 10.

RECORD KEEPING AND AUDIT PROCEDURES

- a. The County and the Cities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or City. The Cities shall have the right to review and be provided copies of all such records of receipt of SPLOST proceeds upon request to the County.
- b. The County and the Cities shall keep a record of each and every one of its Projects for which SPLOST proceeds are used. In accordance with O.C.G.A. 48-8-121(a)(2), the distribution and use of all SPLOST proceeds deposited in the County's 2025 SPLOST Fund and each City's SPLOST Fund shall be audited annually by an independent certified public accounting firm. A schedule shall be included in each annual audited financial statements which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. The County and each City receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Cities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. In the event that a City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. Each City shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the City.

ARTICLE 11.

NOTICES

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

- (a) Coweta County Board of Commissioners
22 East Broad Street
Newnan, Georgia 30263
Attention: County Administrator
- (b) City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
Attention: Mayor
- (c) City of Grantville
Post Office Box 160
Grantville, Georgia 30220
Attention: City Manager
- (d) City of Haralson
Post Office Box 155
Haralson, Georgia 30229
Attention: Mayor
- (e) Town of Moreland
Post Office Box 158
Moreland, Georgia 30259
Attention: Town Clerk
- (f) City of Newnan
Post Office Box 1193
Newnan, Georgia 30264
Attention: City Manager
- (g) City of Palmetto
Post Office Box 190
Palmetto, Georgia 30268
Attention: City Manager
- (h) City of Senoia
Post Office Box 310
Senoia, Georgia 30276
Attention: City Administrator
- (i) Town of Sharpsburg
Post Office Box 397
Sharpsburg, Georgia 30277
Attention: Mayor

- (j) Town of Turin
Post Office Box 86
Turin, Georgia 30289
Attention: Town Clerk

ARTICLE 12.

MISCELLANEOUS

- a. Any controversy arising under this Agreement shall first be submitted to mediation by a mediator mutually agreeable to the parties. To the extent the parties are unable to resolve the dispute in mediation, the parties agree to submit the dispute to binding arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-30 et seq., as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code. Unless otherwise agreed by the parties, the arbitration shall be conducted by one arbitrator mutually agreeable by the parties. If the parties cannot agree on an arbitrator, the dispute shall be submitted to the Superior Court of Coweta County, but only for the purpose of having the Judge of said court appoint an arbitrator. Unless otherwise ordered by the arbitrator, each party shall bear its own attorney's fees and shall share evenly in the costs of the arbitration and arbitrator's fees.
- b. This Agreement constitutes all of the understandings and agreements existing between the County and the Cities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.
- c. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, it shall in no wise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.
- d. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Cities.
- f. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.
- g. The County and the Cities shall comply with all applicable local, state, and federal statutes, ordinances, rules, and regulations.

- h. It is the intention of the County and the Cities to comply in all respects with the Sales and Use Tax Act, and all provisions of this Agreement shall be construed in light of the Sales and Use Tax Act.

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

COWETA COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

Clerk

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF GRANTVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF HARALSON, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF MORELAND, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF NEWNAN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF PALMETTO, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF SENOIA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF SHARPSBURG, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF TURIN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

EXHIBIT A – PROJECT LIST

<u>County Level Two Projects</u>	<u>Estimated Costs</u>
County Level Two Total	\$11,050,000

Haralson Projects

Estimated Costs

Haralson Total

\$310,635

Turin Projects

Estimated Costs

Turin Total

\$549,585

Palmetto Projects

Estimated Costs

Palmetto Total

\$597,375

Sharpsburg Projects

Estimated Costs

Sharpsburg Total

\$621,270

Moreland Projects

Estimated Costs

Moreland Total

\$716,850

Grantville Projects

Estimated Costs

Grantville Total

\$5,495,850

Senoia Projects

Estimated Costs

Senoia Total

\$7,025,130

<u>Newnan Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Bridges, Culverts, and Sidewalks	\$22,550,000
Parks & Recreation	\$12,600,000
Public Facilities	\$6,650,000
Public Safety	\$14,015,000
Public Works	\$1,750,000
Technology	\$500,000
Utility Infrastructure	\$6,308,130
Newnan Total	\$64,373,130

County Projects

Estimated Costs

Estimated Total

\$159,260,175

SANDERS, HAUGEN, & SEARS, P.C.
Attorneys at Law
11 Perry Street
P. O. Box 1177
Newnan, Georgia 30264-1177
(770) 253-3880
FAX (770) 254-0093

C. BRADFORD SEARS, JR.
E-MAIL: bsears@sandershaugen.com

WALTER D. SANDERS
(1909- 1989)

TO: The City Council of the City of Newnan

CC: Cleatus Phillips, City Manager
Hasco Craver, Assistant City Manager
Ashley L. Gay, Election Superintendent
Megan Shea, City Clerk

FROM: C. Bradford Sears, Jr., City Attorney
Sanders, Haugen & Sears, P.C.

DATE: May 31, 2023

RE: 2023 General Election

MEMORANDUM

At your request, this is to provide you with the information and time schedules for the November 7, 2023 General Election.

The Official Code of Georgia Annotated Section 21-2-131 provides that each candidate or his designee shall file a notice of his or her candidacy at the office of the City Clerk during the qualifying period of three (3) days to start on Monday, August 21, 2023, at 8:30 a.m. and closing on Wednesday, August 23, 2023 at 4:30 p.m., with an hour for lunch permitted.

O.C.G.A. Code Section 21-2-224 provides that the registration books be closed on the 5th Monday prior to the election unless the Monday is a recognized holiday, then on the next Tuesday. This year that will be Monday, October 10, 2023 at 5:00 p.m.

I call your attention to O.C.G.A. Section 21-2-131(a)(1) providing for the setting of qualification fees. The qualification fees were set and published in the newspaper prior to February 1, 2023. The fees are set by law at three percent (3%) of the annual salary of the office, in this case of the Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B said fees shall be \$165.00.

I am enclosing herewith resolutions setting the opening and closing dates of the qualification of candidates and a copy of the Notice of Call of Election for the General Election and a Resolution appointing Ashley L. Gay as Election Superintendent.

These resolutions should be adopted no later than June 13, 2023.

RESOLUTION

WHEREAS, the Charter of the City of Newnan provides for a General Election to be held on the first Tuesday following the first Monday in November, 2023, to elect Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B for the City of Newnan, said date being November 7, 2023; and

WHEREAS, Section 21-2-132 of the Official Code of Georgia Annotated provides for the governing authority to set the opening and closing dates for the qualifying of candidates for said office.

THEREFORE, BE IT RESOLVED that the opening qualifying date for the election of Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B for the City of Newnan shall be opened at 8:30 a.m., Monday, August 21, 2023, and the closing of the qualification time shall be 4:30 p.m. on Wednesday, August 23, 2023, with an hour for lunch being permitted. Candidates desiring to qualify shall file a notice of his or her candidacy and paying the qualifying fee to Megan Shea, City Clerk, at the Office of the City Clerk, City Hall, 25 LaGrange Street, in the City of Newnan, Georgia.

BE IT FURTHER RESOLVED that the fee for qualifying for election as Councilmembers for the City of Newnan shall be One Hundred Sixty-Five Dollars (\$165.00).

IT IS SO RESOLVED this ____ day of _____, 2023.

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

RESOLUTION

WHEREAS, the City of Newnan, Georgia shall hold a general election for the election of Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B for the City of Newnan, Georgia on November 7, 2023; and

WHEREAS, O.C.G.A. §21-2-70 requires the election by the governing authority of an election superintendent who shall conduct the municipal election in accordance with requirements of the Georgia Municipal Elections Code and an assistant election superintendent and absentee ballot clerk who shall have such powers and shall perform such duties as proscribed by O.C.G.A. §21-2-70 and O.C.G.A. §21-2-70.1.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Newnan and it is hereby resolved by the authority of same that Ashley L. Gay, Coweta County Election Superintendent and Director Elections and Voter Registration, Coweta County Government, is hereby appointed election superintendent for the City of Newnan for the November 7, 2023 general election and further resolved that the election superintendent shall conduct the election in accordance with the Georgia Municipal Election Code and who shall have such powers and shall perform such duties as set forth therein.

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

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: June 13, 2023

Agenda Item: Discussion on Holding Work Sessions for Rezoning and Annexation Cases

Prepared By: Tracy Dunnavant, Planning & Zoning Director

Purpose:

To discuss the possibility of holding work sessions for rezoning and annexation applications prior to the City Council's public hearing on the request.

Background:

At their April retreat, the City Council instructed staff to research how other jurisdictions use work sessions for their rezoning and annexations requests. Staff has completed this task and has provided the information to the City Council for their review and discussion.

Funding:

N/A

Recommendation:

None

Attachments:

1. Council Work Session Discussion Item

Previous Discussion with Council:

None



City of Newnan, Georgia

Planning & Zoning Department

Memorandum

June 6, 2023

RE: Research on Possible Rezoning and Annexation Work Sessions

At Council's request, Staff has researched how other jurisdictions handle work sessions related to rezoning and annexation requests. In doing so, we found that the majority are staff driven with either representatives from the Planning/Community Development Departments, City Manager's office or the City Attorney leading the discussion. Powder Springs was the only jurisdiction we identified where the applicant or their representative (who has the authority to make binding commitments) must actually present their case at the work session. It should be noted that failure to attend their work session may result in the application being tabled once, with failure to attend the rescheduled session possibly resulting in denial.

In addition to Council/Board of Commissioners (BOC) work sessions, we found some jurisdictions have the Planning Commission hold work sessions as well. Other cities/counties use their work sessions to hold the required public hearing, but vote on the issue in a separate meeting. However, the majority of Councils/BOCs seem to use their work sessions as a tool to gather additional information about the request before they vote on the issue at a future meeting.

In addition to the research, Staff also conferred with Brad Sears, City Attorney. Basically, we agree that the work sessions should be staff driven, but the applicant should also be present and available to address questions that may arise during staff's presentation. We also discussed whether or not we should have all rezoning and annexation requests go through the work session process. We felt that doing so would be the best practice, as all applications would be treated the same without staff having to arbitrarily select the cases or work with a set of selection standards that may not fit all situations.

In terms of when the work sessions could be held, we considered a couple of options. The first is for Council to hold the work sessions after their daytime meeting in the same month that the request is scheduled to be heard. That would be roughly two weeks before the City Council public hearing. That time frame probably won't give the applicant enough time to make major changes if any are identified during the discussion, but they can always ask for a continuance. In addition, the Planning Commission will have made their recommendation and the Council could request other department members be present to address any questions as well. Please note that a called meeting may be necessary in months where only one Council meeting is scheduled.

The second is to hold the work sessions prior to the City Council evening meeting in the month prior to the applicant's hearing date before Council. Like the previous option, the Planning Commission will have made their recommendation, but this would give the applicant more time to address changes before the Council's public hearing. It should be noted that this option could make for a long night when more controversial requests are being heard.

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

Tracy S Dunnavant, AICP
Planning and Zoning Director

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 5 units out of the total of 36 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

DONE, RATIFIED AND PASSED in regular session, on second reading this the _____ day of _____ 2023.

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 Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

Dear Newnan City Council,

I am requesting that the Phantom Fireworks stands continue to be able to operate from the hours of 11:00 A.M. until 9:00 P.M. from June 24, 2023 -July 4, 2023. We have operated in Newnan for seven years during these hours with zero problems. This year we are required to operate under a Peddlers Permit. With the limited hours and days of operation associated with a Peddlers Permit our sales and customer base would drastically decrease.

Thank You,

Damian Wilson

Phantom Fireworks

Motion to Enter into Executive Session

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

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

Motion to Adopt Resolution after Adjourning Back into Regular Session

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