



Newnan City Council Meeting

September 12, 2023

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

CALL TO ORDER

INVOCATION

READING OF MINUTES

- A. Minutes from Regular Meeting on August 22, 2023

REPORTS OF BOARDS AND COMMISSIONS

- B. 1 Appointment - Board of Zoning Appeals, 3-year term
- C. 2 Appointments - Cultural Arts Commission, 3-year terms
- D. 1 Appointment - Downtown Development Authority, 3-year term
- E. 1 Appointment - Keep Newnan Beautiful, 3-year term
- F. 1 Appointment - Parks Commission, 3-year term
- G. 1 Appointment - Tree Commission, 3-year term

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

- H. Proclamation for Constitution Week 2023

NEW BUSINESS

- I. Consideration of Contract Award for Old Hospital Road Culvert Removal
- J. Consideration of Project Framework Agreement- Lower Fayetteville Road
- K. Consideration of Project Framework Agreement- Jefferson Street
- L. Request to Amend Pay Plan by adding an additional Assistant City Manager's Position

UNFINISHED BUSINESS

- M. 33 Ray St - Owner update and request for extension.
- N. 25 Pinson St - Owner update and request for extension.

- O. 21 Berry Ave - Owner update and request for extension.
- P. 2nd and Final Reading - Rezoning Request RZ2023-02 by LDO Coweta, LLC for 35.49 ± acres 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) for 163 townhouse development

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- Q. Request from Coweta FORCE to Close portion of Perry St. on September 20th for Recovery Month Event

MOTION TO ENTER INTO EXECUTIVE SESSION

- R. Motion to Enter into Executive Session

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, August 22, 2023 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

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

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose, George Alexander, Rhodes Shell, 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 August 8, 2023

Motion by Councilman DuBose, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council Meeting on August 8, 2023 and adopt them as presented.

MOTION CARRIED. (7-0)

B. Minutes from the Work Session on August 8, 2023

Motion by Councilman Alexander, seconded by Councilman Guillaume to dispense with the reading of the minutes of the Work Session on August 8, 2023 and adopt them as presented.

MOTION CARRIED. (7-0)

REPORTS OF BOARDS AND COMMISSIONS

C. Swearing In of Newnan Youth Council Students

Councilwoman Jenkins called out the names of the new sophomore students joining the Newnan Youth Council, Mayor Brady presented them with certificates and they were sworn in by the City Attorney.

Margaret Gail Barron (Newnan), Macie Bohannon (Newnan), Liam Bulford (Newnan), Naomi Craft (East Coweta), Jordin Guy (East Coweta), Davis Markham (Newnan), Lila McDowell (Newnan), Francesca Parker (Newnan), Rhea Patel (Newnan), Olivia Rodriguez (East Coweta), Corinne Terrell (Newnan), Brayden Williamson (Newnan) and Sarah Helen Zachry (Northgate).

Councilwoman Jenkins called out the names of the Youth Council students who were attending the meeting, as they are required to attend one meeting per year. Sam Knight, Sonny Durham, Miles Fabre, Stella Weaver, Adele Buford and Rico Lane.

D. 1 Appointment – Board of Zoning Appeals, 3-year terms

Continue to next agenda.

E. 2 Appointments – Cultural Arts Commission, 3-year terms

Continue to next agenda.

F. 1 Appointment – Downtown Development Authority, 3-year terms

Continue to next agenda.

G. 2 Appointments – Keep Newnan Beautiful, 3-year terms

Motion by Councilman Shell, seconded by Councilman Alexander to appoint Cary Dial to Keep Newnan Beautiful for a 3-year term.

MOTION CARRIED. (7-0)

Continue other appointment to next agenda.

H. 1 Appointment – Parks Commission, 3-year term

Continue to next agenda.

I. 1 Appointment – Tree Commission, 3-year term

Continue to next agenda.

NEW BUSINESS

J. Consideration for the Establishment of In-House Probation

Jada Blankenship, Municipal Court Clerk Manager explained that this is just to start the application process. This would then come back to Council at a later date.

Motion by Councilman Shell, seconded by Councilman Alexander to approve the request to proceed with the application process.

MOTION CARRIED. (7-0)

K. Consideration of Recommendation from Downtown Development Authority for Engineering Services

Jesse Branch, Special Events Coordinator, explained that a project was started a few years ago between the DDA and Main Street, to activate the Wadsworth Alley. It was developed into a greenspace parklet area for people to enjoy. Over the past 6-8 months stormwater and drainage issues have been observed in the alley.

After discussing with City Staff, they turned to Krebs Engineering to formulate a plan for the water issue. The request is for City funding to help with this.

Mayor Brady reiterated that the DDA has discussed this at several meetings and it was determined that engineering was the place to start to solve the problem.

Mayor Pro Tem Koritko asked if this could be funded for by Newnan Coweta tourist funds? City Manager answered that there is a limited fund balance in hotel/motel tax, as most of that was transferred to the Newnan Centre and Explore Newnan-Coweta. There are some funds for tourism product development but this may not qualify under that category.

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

MOTION CARRIED. (7-0)

L. Consideration of Ordinance to Establish Mileage Rate and Impose Taxes for Budget Year 2023

City Manager explained that this is to set the tax rate for 2023 and the recommendation is to accept the full roll back rate. This means no need for public hearing. This would establish the rate at 2.752 mils. The City has been able to take the rollback rate for the past 5 years.

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

MOTION CARRIED. (7-0)

UNFINISHED BUSINESS

M. Proposal to Select Routes and Fees for Public Requested Road Races, Runs, Walks and Similar Events

Chief Brent Blankenship stated that last month this was brought to Council, to consider routes for runs, walks and similar events. There are 5 routes, The Linc, E. Washington St/McIntosh Parkway, Square/Buchanan/around NHS, north around Temple Ave/Sherwood Dr and Greenville/Nimmons/LaGrange. Currently 4 of those 5 are being

used. There are also options for fees, determined by the impact of the streets and how many officers are needed. There are 3 options, one was presented at the last meeting, the second is for officers at \$40/hr and the third is for officers at \$45/hr which is the current rate for off-duty officers. Chief Blankenship also requested a max cap per event on each route.

Council briefly discussed taking this item into two parts and approving the routes and then discussing fees further.

Motion by Councilman Alexander, seconded by Councilman Shell to approve the five routes with the two-event cap.

MOTION CARRIED. (7-0)

Councilman Guillaume asked to clarify that the request is for council to choose between the 3 fee options? He then made a motion for option 3 and Councilman Shell seconded it.

Councilwoman Jenkins expressed concern going with the highest option. Some of these events have been held in the city for a long time and are part of the community. The city is not trying to make money off these events and there is a lot of community benefit from these events. She stated that Chief Blankenship presented a compelling reason why the charges are needed, however, option 1 seems better especially with having a free option on the Linc.

Mayor Pro Tem Koritko commented that these are just options and Council could come up with their own options or even keep as it is. It is important to balance with taking the PD officers into account and make sure they are taken care of too.

Mayor Brady suggested that the Linc could be free across the board since it takes the least number of officers. Councilman Shell agreed that a free option is a good idea.

Councilman Alexander said that the police officers are out there at the events and this is a safety issue, to protect everyone. Councilman Guillaume then said that option 3 gives PD the ability to absorb future costs as costs will only go up in the years ahead. He also agreed that the free option was a good idea.

Mayor Pro Tem Koritko asked about the cap on events and that affecting the Linc. Councilman Shell said there was no cap and that having events on the Linc every weekend shouldn't be a problem.

Chief Blankenship asked for an effective date. Councilman Shell suggested the first of the year. Mayor Brady agreed but said that anything already scheduled would be grandfathered in.

Councilman Guillaume then amended his motion to option 3 with the Linc free.

Motion by Councilman Guillaume, seconded by Councilman Shell to impose fees from option 3 proposed with the Linc being offered for free.

MOTION CARRIED. (7-0)

N. Consideration of Subdivision Plan for Real Property Located at 66 First Avenue and 10 Buchanan Street

Mayor Brady stated that he and Mr. Phillips met with the homeowners and there was a robust discussion about the division of the properties. He explained that Mr. Phillips will explain what the decision was and what will be presented back to the property owners for their approval.

Mr. Phillips first discussed the larger lot at 66 First Ave. They came up with a logical division and if this is approved then a survey would be conducted to give the exact dimensions and the costs can then be prorated. Half of the lot would be offered to Ms. Vines, this would allow her driveway, which has been on 66 via an easement, to be on her property. Then the other 3 lots that front Buchanan would have their rear lot lines extended.

The water tank lot was a little more difficult. The city, if authorized, would demo the concrete pad on the lot. Removing the concrete pad makes it divisible. Then the same logic was used with the continuation of lot lines. There were some other agreements as well. There is a small piece of property that Ms. Vines is obtaining via quiet title. Then it was agreed that Mr. Cole would not object to Ms. Vines also obtaining a smaller piece of property via quiet title as well.

Mr. Phillips stated that this is the most logical way to divide the properties. If approved they would proceed with the survey, Mr. Sears would prepare closing documents and coordinate with the homeowners and the City would remove the concrete pad. As far as costs, once the survey is completed it would be prorated and then some closing costs would be added.

Councilman Shell asked about the pipes underneath the concrete pad? Mr. Phillips said that since the pipe hasn't been utilized then more damage would be done trying to remove them.

Mayor Pro Tem Koritko asked about a small dip in the line shown in the picture that looks over the fence line.

Ben Minter, representing Ms. Vines, said that the quiet title action takes that into account, it's not a straight line. He also wanted to express that Ms. Vines accepts the proposal provided that the eastern section of the alleyway would be quick claimed to her by the only owners who have a claim, the Cole's and the Paul's. He asked for Council to consider tabling this until the next meeting, to allow the survey to take place and consider the smaller portion.

Mr. Phillips explained that Mr. Minter is asking the Cole's and Paul's to not object. Mayor Brady said that they will put everything in writing, put it out to all parties and then it will come back to Council if changes are needed.

Luke Paul, lives at 81 LaGrange St. spoke and said this is the first they heard of this situation and they didn't attend the meeting with the other homeowners. He and his wife want to move forward from this. He asked if his fence is on city property?

Mr. Phillips said the pictures shown are from aerial photography and there is a margin of error with the imagery. He does not believe the quiet title will include the fence. Mr. Paul asked to be included in any further meetings and information.

Motion by Councilman Alexander, seconded by Councilman Shell to approve the proposal as presented.

MOTION CARRIED. (7-0)

O. Consideration to Place the City-Owned Lot at 28 Westgate Park Lane Under Surplus and to Open for Auction

Andrew Moody, Special Projects Manager, explained that this was before Council in July and Council asked for this to be reconsidered. Mr. Moody spoke with Habitat for Humanity and the Housing Authority and both cannot build an affordable housing unit in a year due to ongoing projects.

Councilwoman Jenkins wanted to reiterate that the lot was purchased with the intent to curb some issues and to provide affordable housing. The intent was to work with city organizations and then the house was torn down. Selling the lot is counter-productive to the end goal of creating affordable housing opportunities. As a vacant lot there is only the lawn to maintain and even putting up fencing would not be too much. This neighborhood was initially built for affordable homeownership opportunities. The property should be saved for the intent that it was purchased for and to think more about workforce housing in the community.

Mayor Brady asked Mr. Phillips about surplus lots that were kept by the City in the past. Mr. Phillips said several were kept for future NURA projects. Dean Smith, Senior Planner, said there were about 25-30 lots that were set aside.

Mayor Brady asked about the current rate that NURA is building projects? Mr. Moody stated at least 5-7 years for output given the number of homes they are intending to build. Mr. Moody also reminded Council that the proceeds of the sale of this lot are intended to go to NURA for the purpose of housing. Also, the 100 E. Washington project has been put on hold due to a budget shortfall.

Mr. Phillips stated that the reason this item was on the agenda to begin with was because the adjoining property owner asked the City to consider placing it for surplus so they could try to purchase it.

City Attorney asked if Council wants to put restrictions in place? He explained that with the auction process, a minimum bid is set and any restrictions. Council discussed restrictions such as no living structure or housing size restriction.

Motion by Councilman Alexander, seconded by Councilman Guillaume to approve and place the lot under surplus and to open for auction. Opposed: Jenkins

MOTION CARRIED. (6-1)

Mayor Brady commented that Item P could take a while to discuss so he skipped to Item Q first and then went back to Item P.

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

Q. Request from RPM to Close Madison St. on September 17th for a Fundraising Event

Anne Elizabeth Nix with Tails for Hope spoke about the event. Mayor Brady asked Chief Blankenship if there were any concerns with the street closure and he said no.

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Koritko to approve the request as presented.

MOTION CARRIED. (7-0)

P. Public Hearing – Rezoning Request RZ2023-02 by LDO Coweta, LLC for 35.49 + acres at 2037 Newnan Crossing Bypass (Tax Parcel #087-5011-003); Requested zoning from RS-15 to RMH for the purpose of construction 163 townhouse development

Mayor Brady opened the public hearing.

Dean Smith, Senior Planner, gave an overview of the request. The total site is 35.49 acres but when you remove some natural features there is about 20 acres that can be developed. He noted that the full text of the report is available online and then he gave a summary of the 8 standards. It was determined that the project meets 6 of the 8 standards.

The proposed use is suitable in comparison to adjacent and nearby properties. This area is marked as an emerging missing middle on the future land use map. The adverse effect from this project that was looked as is traffic. The number of anticipated trips is 1,192 which is less than the previous rezoning requests for this property. The City Engineer does not think this will have a dire impact. The property can be developed as currently zoned but no projects have been proposed under the current zoning.

This will have an impact on public facilities and services. The school system has concerns about their ability to meet the projected population and police and fire indicate they can meet the demand but there will be strain on resources. The proposed use is compatible with the comprehensive plan and is consistent with the proposed zoning district.

Recent updates to both the future land use map and comprehensive plan show the proposed development as consistent with the emerging missing middle residential. The proposed project does reflect a reasonable balance between the promotion of public health, safety and the right to unrestricted use of the property.

Mr. Smith said there was a preliminary tree management plan and that was reviewed by the City's landscape architect. He did applaud the applicant for staying out of the wetlands and maintain a healthy buffer between the development and I85. The Planning Commission recommended approval of the rezoning by a 3-1 vote. There were 12 conditions proposed to the applicant and the applicant agreed to those proffered conditions as follows:

1. Project will be consistent with the density, project data, amenities, proffered conditions and architectural details as provided as part of the application.
2. The project will be capped at 163 townhouse units maximum.
3. Developer will maintain 40-foot undisturbed landscape buffer on east side between any residential unit and I85 right-of-way.
4. Developer will provide and install any required street lighting along Newnan Crossing Bypass, adjacent to the parcel and install sidewalk along Newnan Crossing Bypass and internally throughout the development per City standards.
5. 50% of the townhouse units will have vehicular access from a rear access garage from an alley. These units will be 20 ft wide with 1,750 sq ft minimum heated living space. Rear access garages will be a minimum of 19 ft from the edge of pavement to alley.
6. A minimum 10-foot front setback for all townhouse buildings with rear driveway access.
7. 50% of the townhouses will have vehicular access from a front garage. These units will be 28 ft wide. Garages will be set a minimum of 19 feet from the sidewalk.
8. A minimum 10-foot setback of all units with front driveway access. All driveways must be a minimum of 19 feet from the sidewalk to the garage.
9. All garages must be a minimum of 19 ft from the sidewalk for front access garages and for rear access garages, 19 ft from the edge of pavement of the rear alley.
10. A minimum 10-foot street side for each block or row of townhouse units as shown on the concept plan.
11. No more than 10% of the townhouse units in the development may be rental units or no more than 16 townhouse units can be rental units.
12. End wall and rear wall elevations of all townhouse units in that portion of the development in proximity to the entrance from Newnan Crossing Bypass will receive the same treatment as the front elevations on those units with high visibility as shown and depicted on the concept plan.

Councilman Shell asked how many units could be built as it is now? Mr. Smith said 2.5 units per acre, so about 50 houses. Mayor Pro Tem Koritko asked about the lots on the west side that look close to the Bypass? Mr. Smith stated that there will be a building setback and a landscape strip in front. Mayor Brady asked if the streets inside the development would be City streets and the alleyways would be private? Mr. Smith confirmed that is correct.

Mayor Brady asked the applicant to come forward. He reminded everyone that they are given 15 minutes and then 15 minutes for anyone opposed.

Richard Ferry with LDO Coweta, LLC introduced himself. He thanked Council for the work session that was held. He explained that the property is owned by the Cates Family partnership and they signed and agreed to terms if the rezoning is successful. Across from the property is the Lakeshore neighborhood and adjacent to the North is the Springs of Newnan. They are incumbered by a large power line and a significant creek that flows north/south on the property.

He showed a layout for the project. There would be 79 front-loaded and 84 rear-loaded products. The project will be fee simple with a small portion left for rental, which would be 10% or 16 units. NVR would be the builder. None of the garages will be visible from Newnan Crossing Bypass. There will be an extensive landscape plan for noise reduction. He then discussed the materials and showed examples of the front and rear products. He also showed renderings of what the entrance would look like and the landscaping. Mayor Pro Tem Koritko asked about the maintenance of the trees and Mr. Ferry confirmed that the property owner's association would be required to maintain them.

Councilman Alexander asked if they cannot complete phase 2 then the 10% rentals would be based off of what exists after phase 1? Mr. Ferry confirmed yes it would be whatever is already built.

Mayor Pro Tem Koritko asked about parking and people parking on the roads, would they be willing to put up no parking signs? Mr. Ferry said in the past they have put no parking signs on the side of the fire hydrants.

No one spoke in opposition. Mayor Brady closed the public hearing.

Motion by Councilman Guillaume, seconded by Mayor Pro Tem Koritko to adopt the Planning Commission's report and recommendation.

MOTION CARRIED. (7-0)

Motion by Councilman Guillaume, seconded by Councilman Alexander to adopt the ordinance for rezoning with the 12 conditions. Opposed: Jenkins, Shell. 2nd and Final Reading next agenda.

MOTION CARRIED. (5-2)

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Koritko, seconded by Councilman Alexander that we now enter into closed session as allowed by O.C.G.A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing legal issues and personnel and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 7:48PM.

MOTION CARRIED. (7-0)

Mayor Brady and Councilman DuBose recused after personnel discussion due to conflict with real estate relationships.

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

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

MOTION CARRIED. (5-0)

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman Guillaume to adjourn the Council meeting at 8:23pm.

MOTION CARRIED. (5-0)

Megan Shea, City Clerk

Keith Brady, Mayor



To: Mayor and Council
Date: September 12, 2023
Agenda Item: Consideration of Contract Award for Old Hospital Road Culvert Removal
Prepared By: Ray Norton, Public Works Director

Purpose:

Newnan City Council may consider awarding a contract to Piedmont Paving for removal of a failed culvert and restoring the stream banks.

Background:

Hospital Road was realigned when GDOT constructed a new bridge at the 34 Bypass Intersection, while abandoning an existing 13' Corrugated Metal Culvert. This culvert has failed and is not needed anymore.

Funding:

ARPA

Recommendation:

City Staff recommends that City Council consider awarding the contract to Piedmont Paving. Estimated cost of this project is \$177,628.75.

Attachments:

1. Bid Recommendation Letter

Previous Discussion with Council:

N/A

August 28, 2023

Mayor and Council Members
City of Newnan
25 Lagrange St
Newnan, Georgia 30263

Re: Old Hospital Road Culvert
Removal Project
Our Reference No. 230179

Dear Mayor and Council Members:

We have reviewed the bids received at City Hall, at 2:00 PM, local time on August 22, 2023 for construction of the referenced project. Five (5) bids were received. The following is a summary of the three (3) lowest responsive bids:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Piedmont Paving, Inc. 1226 Highway 16 East Newnan, GA 30263	\$177,628.75
2.	Crawford Grading and Pipeline, Inc. 1505 Dunlap Road Luthersville, GA 30251	\$232,775.00
3.	RDJE, Inc. 679 Hwy 29 South Newnan, GA 30263	\$280,620.00

A certified tabulation of all bids received is attached. A copy of the tabulation has been emailed to each bidder for their information.

Each bidder submitted a 5% bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/2023). The low bid of \$177,628.75 is within the funds allocated for the project.

The low bidder, Piedmont Paving, Inc. appears to have met all of the required qualifications. Keck & Wood, Inc. has worked with Piedmont Paving, Inc. on similar projects and considers Piedmont Paving, Inc. to be capable of performing the required activities to complete this project

Keck & Wood, Inc., therefore, recommends contract award to Piedmont Paving, Inc. in the amount of \$177,628.75 for construction of the Old Hospital Road Culvert Removal project.

Amerisure Mutual Insurance Company is the surety company for the recommended bidder's bid bond and will likely be the surety company used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety is shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety company named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.



Adam Shelton, P.E.

Enclosure

BID TABULATION
OLD HOSPITAL ROAD CULVERT REMOVAL
CITY OF NEWNAN, GEORGIA

RECEIVED BY: CITY OF NEWNAN, GEORGIA
 AT NEWNAN CITY HALL
 2:00 PM, LOCAL TIME, AUGUST 22, 2023

				BIDDER NO. 1 Piedmont Paving, Inc. 1226 Highway 16 East Newnan, GA 30263		BIDDER NO. 2 Crawford Grading and Pipeline, Inc. 1505 Dunlap Road Luthersville, GA 30251		BIDDER NO. 3 RDJE, Inc. 679 Hwy 29 South Newnan, GA 30263	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$4,100.00	\$4,100.00	\$12,550.00	\$12,550.00	\$10,000.00	\$10,000.00
2	GRADING COMPLETE	1	LS	\$99,200.00	\$99,200.00	\$120,500.00	\$120,500.00	\$195,600.00	\$195,600.00
3	DEMOLITION	1	LS	\$8,461.00	\$8,461.00	\$11,500.00	\$11,500.00	\$23,400.00	\$23,400.00
4	TEMPORARY SILT FENCE, SENSISTIVE W/ J-HOOKS	1,500	LF	\$5.25	\$7,875.00	\$6.00	\$9,000.00	\$5.50	\$8,250.00
5	DISTURBED AREA STABILIZATION (DS-1) - MULCH	0.85	AC	\$1,300.00	\$1,105.00	\$2,941.18	\$2,500.00	\$700.00	\$595.00
6	DISTURBED AREA STABILIZATION (DS-3) - PERM VEGETATI	0.85	AC	\$7,765.00	\$6,600.25	\$11,764.71	\$10,000.00	\$2,000.00	\$1,700.00
7	TYPE 6 TURF PERMANENT SOIL REINFORCING MAT	1,350	SY	\$11.25	\$15,187.50	\$13.50	\$18,225.00	\$4.50	\$6,075.00
8	TEMPORARY CONSTRUCTION EXIT	2	EA	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$3,850.00	\$7,700.00
9	CHANNEL PROTECTION, BOULDERS W/ FILTER FABRIC	350	SY	\$86.00	\$30,100.00	\$110.00	\$38,500.00	\$78.00	\$27,300.00
TOTAL BID AMOUNT				\$177,628.75		\$232,775.00		\$280,620.00	
BID BOND				5%		5%		5%	
NOTE REFERENCE				(1) (2) (3)		(1) (2)		(1) (2)	
LICENSE NUMBER				2PI273		UC300426		UC302155	

				BIDDER NO. 4 Helix Grading & Utility, LLC 30 Industrial Drive Zebulon, GA 30295		BIDDER NO. 5 Baldwin Paving Compnay, Inc. 1014 Kenmill Drive, N.W. Marietta, GA 30060	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$32,639.23	\$32,639.23	\$55,000.00	\$55,000.00
2	GRADING COMPLETE	1	LS	\$134,362.79	\$134,362.79	\$522,500.00	\$522,500.00
3	DEMOLITION	1	LS	\$33,550.71	\$33,550.71	\$16,975.00	\$16,975.00
4	TEMPORARY SILT FENCE, SENSISTIVE W/ J-HOOKS	1,500	LF	\$5.38	\$8,070.00	\$4.25	\$6,375.00
5	DISTURBED AREA STABILIZATION (DS-1) - MULCH	0.85	AC	\$960.79	\$816.67	\$820.00	\$697.00
6	DISTURBED AREA STABILIZATION (DS-3) - PERM VEGETATI	0.85	AC	\$1,954.38	\$1,661.22	\$1,688.00	\$1,434.80 *
7	TYPE 6 TURF PERMANENT SOIL REINFORCING MAT	1,350	SY	\$8.67	\$11,704.50	\$7.29	\$9,841.50
8	TEMPORARY CONSTRUCTION EXIT	2	EA	\$2,384.95	\$4,769.90	\$6,200.00	\$12,400.00
9	CHANNEL PROTECTION, BOULDERS W/ FILTER FABRIC	350	SY	\$178.52	\$62,482.00	\$100.00	\$35,000.00
TOTAL BID AMOUNT				\$290,057.02		\$660,223.30	
BID BOND				5%		5%	
NOTE REFERENCE				(1) (2)		(1) (2)	
LICENSE NUMBER				UC302671		UC3300206	

NOTES:

* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/23).
(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.
(3) BIDDER DID NOT USE EJCDC C-410 BID BOND FORM.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.



8/28/23

KECK & WOOD, INC.

DATE



To: Mayor and Council
Date: September 12, 2023
Agenda Item: Consideration of Project Framework Agreement- Lower Fayetteville Road
Prepared By: William Klahr, City Engineer

Purpose:

Council may consider the execution of a Project Framework Agreement (PFA) between the Georgia Department of Transportation (GDOT) and the City of Newnan for PI 0019634, Transportation Facility Improvements for Lower Fayetteville Road, from Greison Trail to Lora Smith Road.

Background:

The City of Newnan has represented to the Georgia Department of Transportation a desire to make improvements to Lower Fayetteville Road and to participate in certain activities including funding of certain portions of the project.

The Georgia Department of Transportation has agreed to provide Federal funds of \$4,960,000 for Preliminary Engineering. The required local match (80/20) is \$1,240,000, for a total of \$6,200,000.

Whereas the City of Newnan is the local sponsor for the project, the City of Newnan and Coweta County have, in effect, an intergovernmental agreement for cost sharing of the local match.

A Resolution of Commitment to Implement Project- Improvements to Lower Fayetteville Road was executed by the Mayor on May 16, 2017.

The Preliminary Engineering, Phase 1, Scoping, Phase has been completed, and an APPROVED Concept Report produced.

Funding:

SPLOST

Recommendation:

Execute the Project Framework Agreement

Attachments:

1. Coweta 2023.07.10 Draft Project Framework Agreement

Previous Discussion with Council:

A Resolution of Commitment to Implement Project- Improvements to Lower Fayetteville Road, was executed by the Mayor, May 16, 2017

PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NEWNAN
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction Cluster
☐ CFDA # 20.219 - Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF NEWNAN, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT" (the “Agreement”).

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit “A”, attached and incorporated herein by reference, identified as PI # 0019783 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶II(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received “Qualification Certification” to administer federal-aid projects. The DEPARTMENT’s Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: 3/31/2024) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the DEPARTMENT’s Plan Development Process (hereinafter referred to as “PDP”), Electronic Data

Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit “A”. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit “A”.

3. The funding portion as identified in Exhibit “A” of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. Reserved

5. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as “AASHTO”, the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT

of its responsibilities under the terms of this Agreement.

9. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

11. INSURANCE. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

- a. It is understood that the LOCAL GOVERNMENT (*complete the applicable statement*):
 - ☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause LOCAL GOVERNMENT's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, LOCAL GOVERNMENT shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 11 (Insurance) of the Agreement.

- b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:
 - i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- d. The insurance certificate must provide the following:
- i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.
- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.
12. EXHIBITS & ATTACHMENTS. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – STIP/TIP sheet

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Federal Award Identification Worksheet

APPENDIX C – Certification of Local Government Drug Free Workplace

APPENDIX D – Certification of Compliance with State Audit Requirement

APPENDIX E – Title VI Certification and Acknowledgement Form

13. COMPLIANCE WITH APPLICABLE LAWS

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated (“O.C.G.A.”)

relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. **NOTICE.** The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kim Nesbitt

Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor

LOCAL GOVERNMENT

Name: William Klahr

Title: Director of Engineering
25 LaGrange St
Newnan, GA 30263

Atlanta, Georgia 30308
 Telephone#: (404) 631-1575
 E-mail: knesbitt@dot.ga.gov

Telephone#: (678) 673-5560
 Email: mklahr@newnanga.gov

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

15. COST ESTIMATE. LOCAL GOVERNMENT shall provide to the DEPARTMENT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on the DEPARTMENT's vendor list as being prequalified for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must provide documentation verifying at a minimum five (5) years' experience performing ROW Cost Estimates on transportation projects as set forth more fully in <http://www.dot.ga.gov/PS/ROW>. LOCAL GOVERNMENTS are advised that all prequalifications must be current during the term of the Agreement.

16. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

17. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

19. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

20. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

City of Newnan, Georgia

By: _____
Commissioner

By: _____(Seal)
Keith Brady, Mayor

Signed, sealed and delivered
This _____, in the presence of:

Attest:

Treasurer

Witness – Megan Shea, City Clerk

Notary Public – Rhonda Helton, Notary Public

This Agreement, approved by
City of Newnan, the _____(date)

Attest:

Cleatus Phillips, City Manager

58-6000631
Federal Employer Identification Number:

EXHIBIT A

Atlanta Region's Plan MTP (2020) FY 2020-2025 Transportation Improvement Program - Sorted by ARC Project Number

CW-350	JEFFERSON STREET INTERSECTION IMPROVEMENTS	Jurisdiction	Coweta County	Existing	Planned	Length (mi.)	Network Year
0019783	AT SPRAYBERRY ROAD, JEFFERSON STREET, AND GREISON TRAIL	Sponsor	City of Newnan	N/A	N/A	0.06	TBD
Programmed		Service Type	Roadway / Operations & Safety	Analysis Exempt from Air Quality Analysis (40 CFR 93)			LCI ☐
							Flex ☐

	Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE		2023	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$208,000	\$0,000	\$52,000	\$0,000	\$260,000
ROW		2025	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$320,000	\$0,000	\$320,000
UTL		2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$70,000	\$0,000	\$70,000
CST		2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$1,690,000	\$0,000	\$1,690,000
				\$208,000	\$0,000	\$2,132,000	\$0,000	\$2,340,000

APPENDIX A



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0019783; East Hightower Trail from Spring Street to Vine Circle
Sponsor/Local Government's Name:	City of Newnan
Sponsor/Local Government's Address:	25 LaGrange St Newnan, GA 30263

LOCAL GOVERNMENT
AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

17196

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

06/20/2005

Date of Authorization

City of Newnan

Name of Sponsor/Local Government

**I hereby declare under penalty of perjury that the foregoing
is true and correct**

William Klahr

Printed Name (of Authorized Officer or Agent)

Director of Engineering

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

[NOTARY SEAL]

Rhonda Helton, Notary Public

My Commission Expires: _____

APPENDIX B
Federal Award Identification Worksheet

Subrecipient's name	City of Newnan
UEI (SAM)	HXQRLG3JC3D4
Federal Award Identification Number (FAIN)	693JJS22330000Y230GA0019783
Federal award date (see § 200.39 Federal Award Date)	4/17/2023
Amount of Federal Funds Obligated by this action	\$208,000.00
Total Amount of Federal Funds Obligated to the subrecipient	\$208,000.00
Total Amount of the Federal Award	\$208,000.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Sprayberry Rd @ Jefferson St @ Jefferson St @ Greison Trail
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

APPENDIX D CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of City of Newnan whose address is 25 LaGrange Street, Newnan, GA, 30263, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Name: William Klahr

Title: Director of Engineering

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The City of Newnan assures that no person shall on the grounds of race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Newnan assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

William Klahr, Director of Engineering

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

**NOTICE TO SPONSOR/LOCAL GOVERNMENT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR/ LOCAL GOVERNMENT, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
 - and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**
The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.



To: Mayor and Council
Date: September 12, 2023
Agenda Item: Consideration of Project Framework Agreement- Jefferson Street
Prepared By: William Klahr, City Engineer

Purpose:

Council may consider the execution of a Project Framework Agreement (PFA) between the Georgia Department of Transportation (GDOT) and the City of Newnan for PI 0019783, Transportation Facility Improvements for Sprayberry Road at Jefferson Street and Jefferson Street at Greison Trail.

Background:

The City of Newnan has represented to the Georgia Department of Transportation a desire to make improvements to the intersection of Jefferson Street at Greison trail, realigning Sprayberry Road, to include a roundabout, and to participate in certain activities including funding of certain portions of the project.

The Georgia Department of Transportation has agreed to provide Federal funds of \$1,002,183 for Preliminary Engineering. The required local match (80/20) is \$250,546, for a total of \$1,252,729.

The City of Newnan is the local sponsor for the project.

A Resolution of Commitment to Implement Project- Realignment of Sprayberry Road with Greison Trail at Jefferson Street with a Roundabout, was executed by the Mayor, November 23, 2021.

Funding:

SPLOST

Recommendation:

Execute the Project Framework Agreement

Attachments:

1. Coweta 2023.08.28 Draft Project Framework Agreement

Previous Discussion with Council:

A Resolution of Commitment to Implement Project- Realignment of Sprayberry Road with Greison Trail at Jefferson Street with a Roundabout, was executed by the Mayor, November 23, 2021.

**PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF NEWNAN
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction Cluster
☐ CFDA # 20.219 - Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this _____ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF NEWNAN**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT" (the “Agreement”).

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit “A”, attached and incorporated herein by reference, identified as PI # 0019783 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶II(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received “Qualification Certification” to administer federal-aid projects. The DEPARTMENT’s Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: 3/31/2024) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the DEPARTMENT’s Plan Development Process (hereinafter referred to as “PDP”), Electronic Data

Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit “A”. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit “A”.

3. The funding portion as identified in Exhibit “A” of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. Reserved

5. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as “AASHTO”, the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT

of its responsibilities under the terms of this Agreement.

9. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

11. INSURANCE. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

- a. It is understood that the LOCAL GOVERNMENT (*complete the applicable statement*):
 - ☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause LOCAL GOVERNMENT's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, LOCAL GOVERNMENT shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 11 (Insurance) of the Agreement.

- b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:
 - i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- d. The insurance certificate must provide the following:
- i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.
- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

12. EXHIBITS & ATTACHMENTS. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – STIP/TIP sheet

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Federal Award Identification Worksheet

APPENDIX C – Certification of Local Government Drug Free Workplace

APPENDIX D – Certification of Compliance with State Audit Requirement

APPENDIX E – Title VI Certification and Acknowledgement Form

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated (“O.C.G.A.”)

relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. **NOTICE.** The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kim Nesbitt

Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor

LOCAL GOVERNMENT

Name: William Klahr

Title: Director of Engineering
25 LaGrange St
Newnan, GA 30263

Atlanta, Georgia 30308
 Telephone#: (404) 631-1575
 E-mail: knesbitt@dot.ga.gov

Telephone#: (678) 673-5560
 Email: mklahr@newnanga.gov

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

15. COST ESTIMATE. LOCAL GOVERNMENT shall provide to the DEPARTMENT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on the DEPARTMENT's vendor list as being prequalified for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must provide documentation verifying at a minimum five (5) years' experience performing ROW Cost Estimates on transportation projects as set forth more fully in <http://www.dot.ga.gov/PS/ROW>. LOCAL GOVERNMENTS are advised that all prequalifications must be current during the term of the Agreement.

16. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

17. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

19. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

20. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

City of Newnan, Georgia

By: _____
Commissioner

By: _____(Seal)
Keith Brady, Mayor

Signed, sealed and delivered
This _____, in the presence of:

Attest:

Treasurer

Witness – Megan Shea, City Clerk

Notary Public – Rhonda Helton, Notary Public

This Agreement, approved by
City of Newnan, the _____(date)

Attest:

Cleatus Phillips, City Manager

58-6000631
Federal Employer Identification Number:

EXHIBIT A

CW-350	JEFFERSON STREET INTERSECTION IMPROVEMENTS	Jurisdiction	Coweta County	Existing	Planned	Length (mi.)	Network Year
0019783	AT SPRAYBERRY ROAD, JEFFERSON STREET, AND GREISON TRAIL	Sponsor	City of Newnan	N/A	N/A	0.06	TBD
Programmed		Service Type	Roadway / Operations & Safety	Analysis		LCI ☐	
				Exempt from Air Quality Analysis (40 CFR 93)		Flex ☐	

	Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE	AUTH	2023	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	4308,000	60,000	452,000	60,000	\$260,000
PE		2024	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$794,183	\$0,000	\$198,546	\$0,000	\$992,729
ROW		2025	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$320,000	\$0,000	\$320,000
UTL		2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$70,000	\$0,000	\$70,000
CST		2027	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$1,690,000	\$0,000	\$1,690,000
				\$1,002,183	\$0,000	\$2,330,546	\$0,000	\$3,332,729

APPENDIX A



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0019783; East Hightower Trail from Spring Street to Vine Circle
Sponsor/Local Government's Name:	City of Newnan
Sponsor/Local Government's Address:	25 LaGrange St Newnan, GA 30263

LOCAL GOVERNMENT
AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

17196

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

06/20/2005

Date of Authorization

City of Newnan

Name of Sponsor/Local Government

**I hereby declare under penalty of perjury that the foregoing
is true and correct**

William Klahr

Printed Name (of Authorized Officer or Agent)

Director of Engineering

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

[NOTARY SEAL]

Rhonda Helton, Notary Public

My Commission Expires: _____

APPENDIX B
Federal Award Identification Worksheet

Subrecipient's name	City of Newnan
UEI (SAM)	HXQRLG3JC3D4
Federal Award Identification Number (FAIN)	TBD
Federal award date (see § 200.39 Federal Award Date)	4/17/2023
Amount of Federal Funds Obligated by this action	\$794,183.00
Total Amount of Federal Funds Obligated to the subrecipient	\$794,183.00
Total Amount of the Federal Award	\$794,183.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Sprayberry Rd @ Jefferson St @ Jefferson St @ Greison Trail
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

APPENDIX C

CERTIFICATION OF LOCAL GOVERNMENT DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of City of Newnan whose address is 25 LaGrange Street, Newnan, GA, 30263 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____, _____,
_____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Name: William Klahr

Title: Director of Engineering

APPENDIX D CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of City of Newnan whose address is 25 LaGrange Street, Newnan, GA, 30263, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Name: William Klahr

Title: Director of Engineering

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The City of Newnan assures that no person shall on the grounds of race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Newnan assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

William Klahr, Director of Engineering

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

**NOTICE TO SPONSOR/LOCAL GOVERNMENT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR/ LOCAL GOVERNMENT, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
4. **Information and Reports**
The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
 - and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**
The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.



To: Mayor and Council
Date: September 12, 2023
Agenda Item: Request to Amend Pay Plan by adding an additional Assistant City Manager's Position
Prepared By: Cleatus Phillips, City Manager

Purpose:

A request to amend the 2023 Play Plan by adding an additional Assistant City Manager's position to oversee operations of Finance and Human Resources.

Background:

The City currently operates with one (1) Assistant City Manager position. The current Assistant CM position has 6 direct reports. The City Manager currently has 12 direct reports, including the Finance and Human Resource operations.

Due to a recent resignation, the Finance Department is currently operating without a Finance Director. The Assistant Finance Director's position has not been filled since a vacancy occurred in March of 2022.

It is the City Manager's Plan to hire a highly qualified Assistant City Manager to oversee Finance and Human Resources Operations. This position will be a Pay Grade 29 with a salary range of \$104,614 to \$161,720. Pay will be dependent upon qualifications.

To offset the cost of the new position, the City Manager plans not to fill either the Finance Director and/or the Assistant Finance Director position. It is likely that one of these positions will be changed to an Accounting Manager title or something similar. The City Manager would prefer to fill the position of Assistant City Manager to assist with identifying staffing needs and then make such a request to the Council. The Finance Director is a Pay Grade of 27 with a salary range of \$92,892 to \$143,977. The Assistant Finance Director is a Pay Grade of 22 with a salary range of \$69,409 to \$107,577.

If approved, the City Manager proposes to utilize the assistance of an executive search firm to present and screen potential candidates for the position of Assistant City Manager.

Funding:

The 2023 Budget is currently budgeted for BOTH the Finance Director and Assistant Finance Director positions. By not filling one position and making adjustments to the other position when filled, it is anticipated that the creation of the Assistant City Manager position will have a budget impact of \$25,000 to \$45,000 annually.

The cost of the executive search firm is approximately \$18,000 and will be covered in the existing budget under Professional Services.

Recommendation:

Approve as presented.

Attachments:

1. 2023 GENERAL Pay Plan

Previous Discussion with Council:

N/A

**CITY OF NEWNAN, GEORGIA
GENERAL EMPLOYEES
2023 SALARY RANGES BASED ON GRADE
Effective January 19, 2023**

Grade	Classification / Job Title	(N)on or (E)xempt	Minimum	Maximum
1			\$ 19,905.60	\$ 30,846.40
			\$ 9.57	\$ 14.83
2			\$ 21,091.20	\$ 32,697.60
			\$ 10.14	\$ 15.72
3			\$ 22,380.80	\$ 34,694.40
			\$ 10.76	\$ 16.68
4			\$ 23,712.00	\$ 36,753.60
			\$ 11.40	\$ 17.67
5			\$ 25,147.20	\$ 38,979.20
			\$ 12.09	\$ 18.74
6			\$ 26,644.80	\$ 41,308.80
			\$ 12.81	\$ 19.86
7			\$ 28,246.40	\$ 43,784.00
			\$ 13.58	\$ 21.05
8			\$ 29,931.20	\$ 46,384.00
			\$ 14.39	\$ 22.30
9			\$ 32,531.20	\$ 50,419.20
			\$ 15.64	\$ 24.24
10	Beautification Worker	N	\$ 34,486.40	\$ 53,456.00
	Cemetery Maintenance Worker	N	\$ 16.58	\$ 25.70
	Crossing Guard (PT)	N		
	Facilities Attendant (PT and FT)	N		
	Receptionist	N		
	Reference Assistant (PT)	N		
	Sanitation Collection Worker	N		
	Street Maintenance Worker	N		
	Trolley Driver (PT)	N		
11	Administrative Assistant	N	\$ 36,524.80	\$ 56,617.60
	Carnegie Program Associate (PT)	N	\$ 17.56	\$ 27.22
	Cemetery Equipment Operator	N		
	Clerk-Municipal Court	N		
	Clerk-Police (FT and PT)	N		
	Inmate Crew Supervisor	N		
	Permit Technician	N		
	Sanitation Equipment Operator	N		
	Senior Beautification Worker	N		
	Senior Facilities Attendant	N		
	Senior Street Maintenance Worker	N		
	Street Maintenance/Concrete Finisher	N		

**CITY OF NEWNAN, GEORGIA
GENERAL EMPLOYEES
2023 SALARY RANGES BASED ON GRADE
Effective January 19, 2023**

Grade	Classification / Job Title	(N)on or (E)xempt	Minimum	Maximum
12	Animal Control Officer	N	\$ 38,771.20	\$ 60,091.20
	Communications Operator	N	\$ 18.64	\$ 28.89
	Finance Technician	N		
	Fleet Coordinator	N		
	Parking Enforcement Officer	N		
13	Facilities Maintenance Technician	N	\$ 41,080.00	\$ 63,668.80
	Sanitation Driver/Collector	N	\$ 19.75	\$ 30.61
14	Administrative Specialist	N	\$ 43,534.40	\$ 67,475.20
	Automotive Mechanic	N	\$ 20.93	\$ 32.44
	Customer Service Billing Technician	N		
	Deputy Court Clerk	N		
	Leisure Services Coordinator	N		
	Senior Finance Technician	N		
	Special Events Coordinator	N		
15	Beautification Supervisor	N	\$ 46,155.20	\$ 71,531.20
	Building Inspector	N	\$ 22.19	\$ 34.39
	Code Enforcement Officer	N		
	Communications Coordinator	N		
	Erosion Control Inspector	N		
	Human Resources Coordinator	N		
	KNB Coordinator	N		
	Street Maintenance Inspector	N		
16	Accounting Specialist	N	\$ 48,921.60	\$ 75,836.80
	Cemetery Maintenance Supervisor	N	\$ 23.52	\$ 36.46
	Customer Service Billing Supervisor	N		
	Lead Mechanic	N		
	Licensing Specialist	N		
	Municipal Court Deputy Clerk	N		
	Street Maintenance Supervisor	N		
17	Beautification Manager	N	\$ 51,875.20	\$ 80,412.80
	Senior Building Inspector	N	\$ 24.94	\$ 38.66
	Senior Facilities Maintenance Supervisor	N		
	Stormwater Coordinator	N		
	IT Systems Analyst	N		

**CITY OF NEWNAN, GEORGIA
GENERAL EMPLOYEES
2023 SALARY RANGES BASED ON GRADE
Effective January 19, 2023**

Grade	Classification / Job Title	(N)on or (E)xempt	Minimum	Maximum
18	Human Resources Specialist	N	\$ 54,974.40	\$ 85,217.60
	IT Senior Systems Analyst	N	\$ 26.43	\$ 40.97
	Planner	N		
	Plans Examiner	N		
19	Accountant	N	\$ 58,260.80	\$ 90,313.60
	Community Development Specialist	E	\$ 28.01	\$ 43.42
	Deputy Building Official	N		
	GIS Analyst	N		
	Main Street Manager	N		
	Senior Planner	E		
20	Sanitation Superintendent	E	\$ 61,755.20	\$ 95,721.60
	Street Superintendent	E	\$ 29.69	\$ 46.02
	Cemetery Superintendent	E		
21	ARPA/Special Projects Manager	E	\$ 65,457.60	\$ 101,462.40
	Carnegie Director	E	\$ 31.47	\$ 48.78
	City Clerk	E		
	Communications Manager	E		
	Municipal Court Clerk Manager	E		
	Program Manager	E		
22	Assistant Finance Director	E	\$ 69,409.60	\$ 107,577.60
	Business Development Director	E	\$ 33.37	\$ 51.72
	Civil Engineer	E		
	Facilities Maintenance Director	E		
	Leisure Services Director	E		
23			\$ 73,548.80	\$ 114,004.80
			\$ 35.36	\$ 54.81
24	Chief Building Official	E	\$ 78,000.00	\$ 120,910.40
	Landscape Architect	E	\$ 37.50	\$ 58.13
	Information Technology Director	E		
	Planning and Zoning Director	E		
25			\$ 82,659.20	\$ 128,128.00
			\$ 39.74	\$ 61.60

**CITY OF NEWNAN, GEORGIA
GENERAL EMPLOYEES
2023 SALARY RANGES BASED ON GRADE
Effective January 19, 2023**

Grade	Classification / Job Title	(N)on or (E)xempt	Minimum	Maximum
26	City Engineer	E	\$ 87,630.40	\$ 135,824.00
	Public Works Director	E	\$ 42.13	\$ 65.30
27	Finance Director	E	\$ 92,892.80	\$ 143,977.60
	Human Resources Director	E	\$ 44.66	\$ 69.22
28			\$ 98,467.20	\$ 152,630.40
			\$ 47.34	\$ 73.38
29	Assistant City Manager	E	\$ 104,332.80	\$ 161,720.00
			\$ 50.16	\$ 77.75
30			\$ 110,614.40	\$ 171,454.40
			\$ 53.18	\$ 82.43

*Annual Salary Based on 2,080 Hours Per Year



To: Mayor and Council
Date: September 12, 2023
Agenda Item: 33 Ray St - Owner update and request for extension.
Prepared By: Matt Murray, Code Enforcement Officer

Purpose:

Owner to update council on status and request an extension to repair the dilapidated structure at 33 Ray St.

Background:

Owner: SKF Jake LP

Date Sub-Standard housing file was opened: April 23, 2018.

Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On April 23, 2018 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

Funding:

Not applicable

Recommendation:

Approve the extension request from the owner in order to complete the repairs to the property.

Attachments:

1. 33 Ray St - 5
2. 33 Ray St - 6
3. 33 Ray St - 7
4. 33 Ray St - 8
5. 33 Ray St - update 3
6. 33 Ray St - update 1

Previous Discussion with Council:

September 30, 2022 – Council informed of conditions.

October 11, 2022 – Public Hearing was requested.

November 22, 2022 – Public hearing was held and resolution was adopted to repair or demolish within 30 days.

January 10, 2023 - A 180 day extension was granted by council to complete the repairs to the structure.

July 18, 2023 - A 30 day extension was granted by council for owner to provide a schedule of repairs to complete project.















To: Mayor and Council
Date: September 12, 2023
Agenda Item: 25 Pinson St - Owner update and request for extension.
Prepared By: Matt Murray, Code Enforcement Officer

Purpose:

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

Background:

Owner: SKA Realty Services LLC

Date Sub-Standard housing file was opened: November 1, 2021

Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On November 1, 2021 the Building Department conducted an inspection of the premises and found the structure to be unsafe, uninhabitable. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 5, 6, 7, 8, 9, 10.

Funding:

Not Applicable

Recommendation:

Staff is requesting Council's approval to proceed with repairs to 25 Pinson St.

Attachments:

1. 25 Pinson St - 4
2. 25 Pinson St - 5
3. 25 Pinson St - 6
4. 25 Pinson St - 7

Previous Discussion with Council:

March 31, 2022 – Council informed of conditions.

April 12, 2022 – Public hearing was requested.

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

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

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

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

May 23, 2023 - 90 day extension request was granted by council.











To: Mayor and Council
Date: September 12, 2023
Agenda Item: 21 Berry Ave - Owner update and request for extension.
Prepared By: Matt Murray, Code Enforcement Officer

Purpose:

Owner to update council on status and request an extension to repair the dilapidated structure at 21 Berry Ave.

Background:

Owner: Doug and Teresa Calderon

Date Sub-Standard housing file was opened: July 18, 2018.

Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On November 20, 2019 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

Funding:

Not Applicable

Recommendation:

Staff is requesting council to approve the request from owner to complete the repairs to 21 Berry Ave.

Attachments:

1. 21 Berry Ave - 1
2. 21 Berry Ave - 2
3. 21 Berry Ave - 3
4. 21 Berry Ave - 4

Previous Discussion with Council:

December 12, 2019 – Council informed of conditions.

January 14, 2020 – Public Hearing was requested.

February 25, 2020 – Public hearing was held and resolution was adopted to repair or demolish within 90 days.

August 12, 2021 – Owner was granted 90-day extension by council.

November 9, 2021 – Owner was granted 90-day extension by council.

February 8, 2022 – Owner was granted 180-day extension by council.

September 13, 2022 – Owner was granted a 180-day extension by council, to include a 90-day update by staff.

December 13, 2022- Staff update on status of repairs.

March 14, 2023 - Owner was granted 180 day extension by council.









CATES FAMILY PARTNERSHIP, LLLP and
LDO COWETA, LLC
35.49 ±, acres, located on Newnan Crossing
Bypass, Land Lot 11 and 12, 5th Land
District, Coweta County, Georgia
A portion of Tax Parcel # 0875011003

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY
LOCATED IN LAND LOTS 11 AND 12 OF THE 5th LAND DISTRICT
IDENTIFIED AS 35.49± ACRES ON NEWNAN CROSSING BYPASS, IN THE
CITY OF NEWNAN, GEORGIA**

WHEREAS, the owner of the property described herein has filed an application to amend the zoning conditions on the property described on Exhibit "A" attached hereto identified as 35.49± acres located on Newnan Crossing Bypass in Land Lots 11 and 12, 5th Land District, Coweta County, Georgia, and shown on Plat of Survey dated April 25, 2023, prepared by Atwell for Brent Holdings, LLC, attached hereto as Exhibit "B", said property being zoned RS-15 (Suburban Residential Single-Family Dwelling District-Medium Density) City of Newnan Zoning Classification to RMH (Residential Multiple Family Dwelling District -Higher Density) ; 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 22nd day of August, 2023; 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 shown on Plat of Survey attached hereto as Exhibit "B", containing 35.49± acres attached hereto and by reference made a part hereof be zoned to City of Newnan Zoning Classification RMH (Residential Multiple Family Dwelling District Higher-Density) subject to the following amended conditions:

1. The project will be consistent with the density, project data, amenities, proffered conditions as modified herein and architectural details as provided as part of the application

including but not limited to the concept plan attached hereto as Exhibit "C" and by referenced made a part hereof.

2. The project will be capped at 163 townhouse units maximum.
3. Developer will maintain a 40-foot undisturbed landscape buffer on the east side between any townhouse units and the Interstate 85 right-of-way.
4. Developer will provide and install any required street lighting along Newnan Crossing Bypass, adjacent to the parcel and will install sidewalk along Newnan Crossing Bypass and internally throughout the proposed development in accordance with the City's standards.
5. 50% of the townhouse units will have vehicular access from a rear access garage from an alley. These townhouse units will be 20 feet wide with 1,750 sq. feet minimum heated living space. Rear access garages will be a minimum of 19 feet from the edge of pavement of the alley.
6. A minimum 10 foot front setback for each block or row of townhouse units with rear driveway access.
7. 50% of the townhouse units will have vehicular access from a front garage. These units will be 28 feet wide. Garages will be set a minimum of 19 feet from the sidewalk.
8. A minimum 10 foot front setback for each block or row of townhouse units with front driveway access. All driveways must be a minimum of 19 feet from the sidewalk to the garage.
9. All garages must be a minimum of 19 feet from the sidewalk for front access garages and for rear access garages 19 feet from the edge of pavement of the rear alley.
10. A minimum 10 foot street side setback for each block or row of townhouse units as shown on the concept plan.
11. No more than 10% of the townhouse units in the total development may be rental units or no more than 16 townhouse units can be rental units.
12. End wall and rear wall elevations of all townhouse units in that portion of the development in proximity to the entrances from Newnan Crossing Bypass will receive the same treatment as the front elevations on those units with high visibility as shown and depicted on the concept plan.

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

Section III. This ordinance shall be effective upon adoption.

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

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.

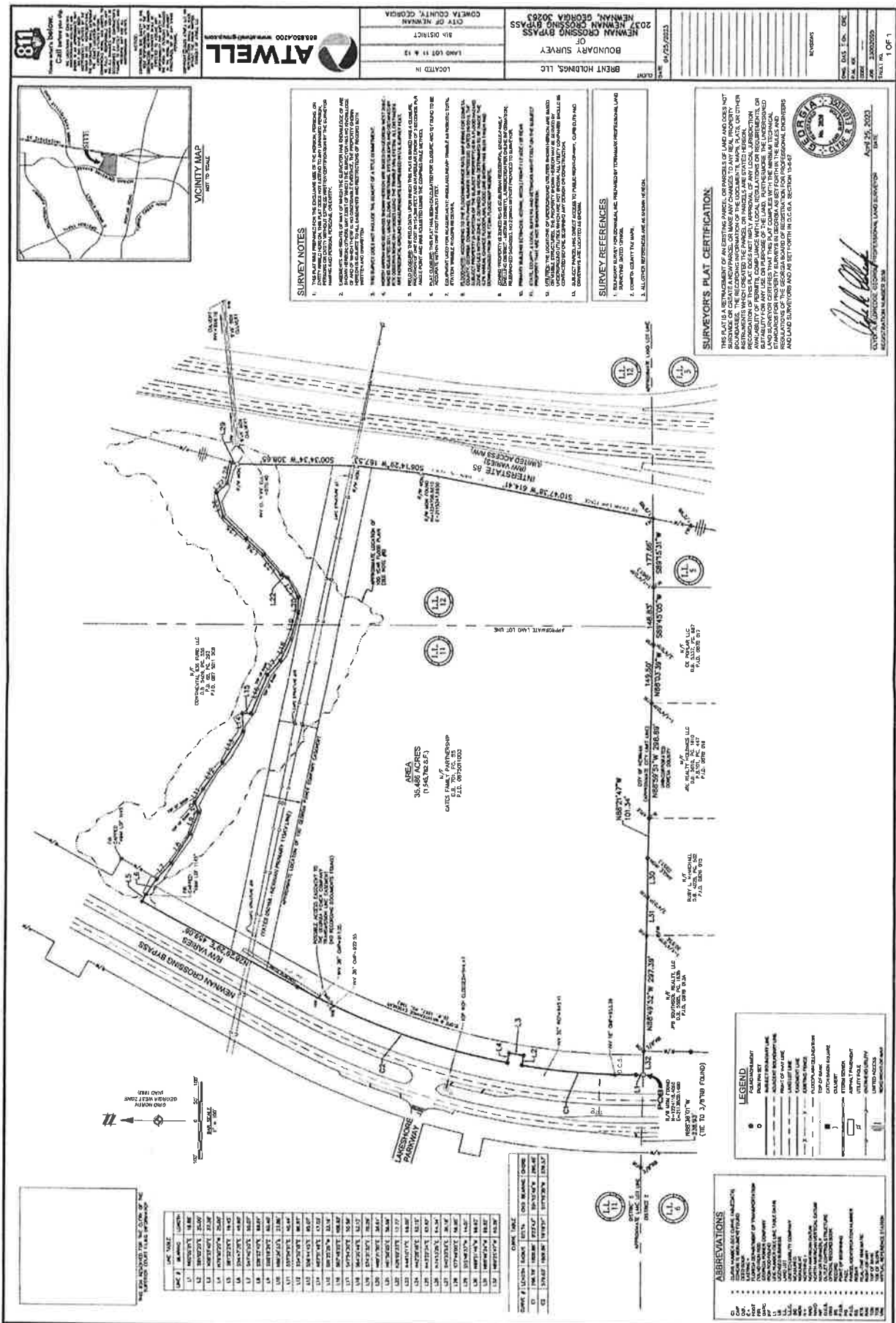
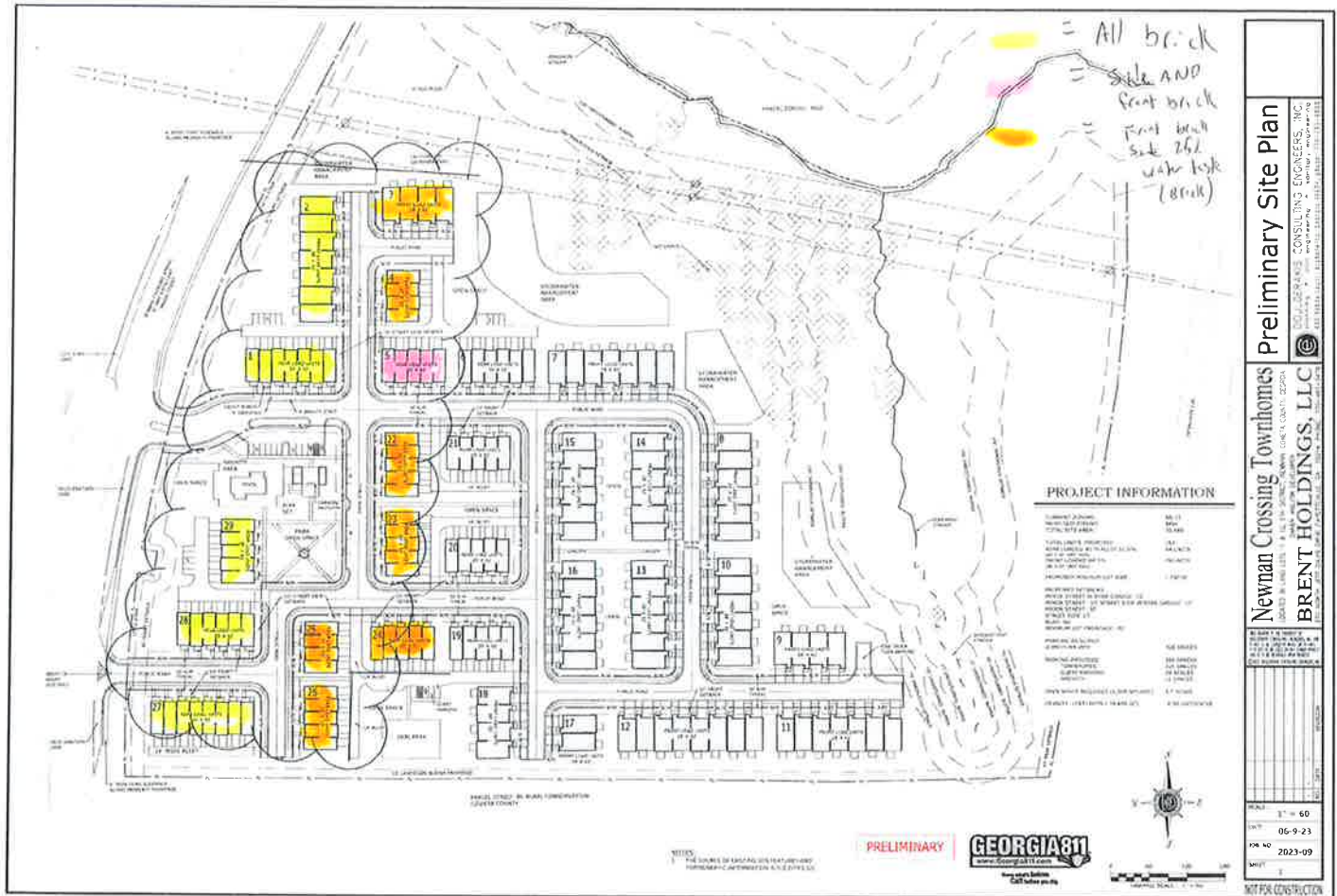


EXHIBIT "C"
CONCEPT PLAN





CITY OF NEWNAN | Project Location



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

N
1 inch = 300 feet
Date: 6/3/2022

LEGEND

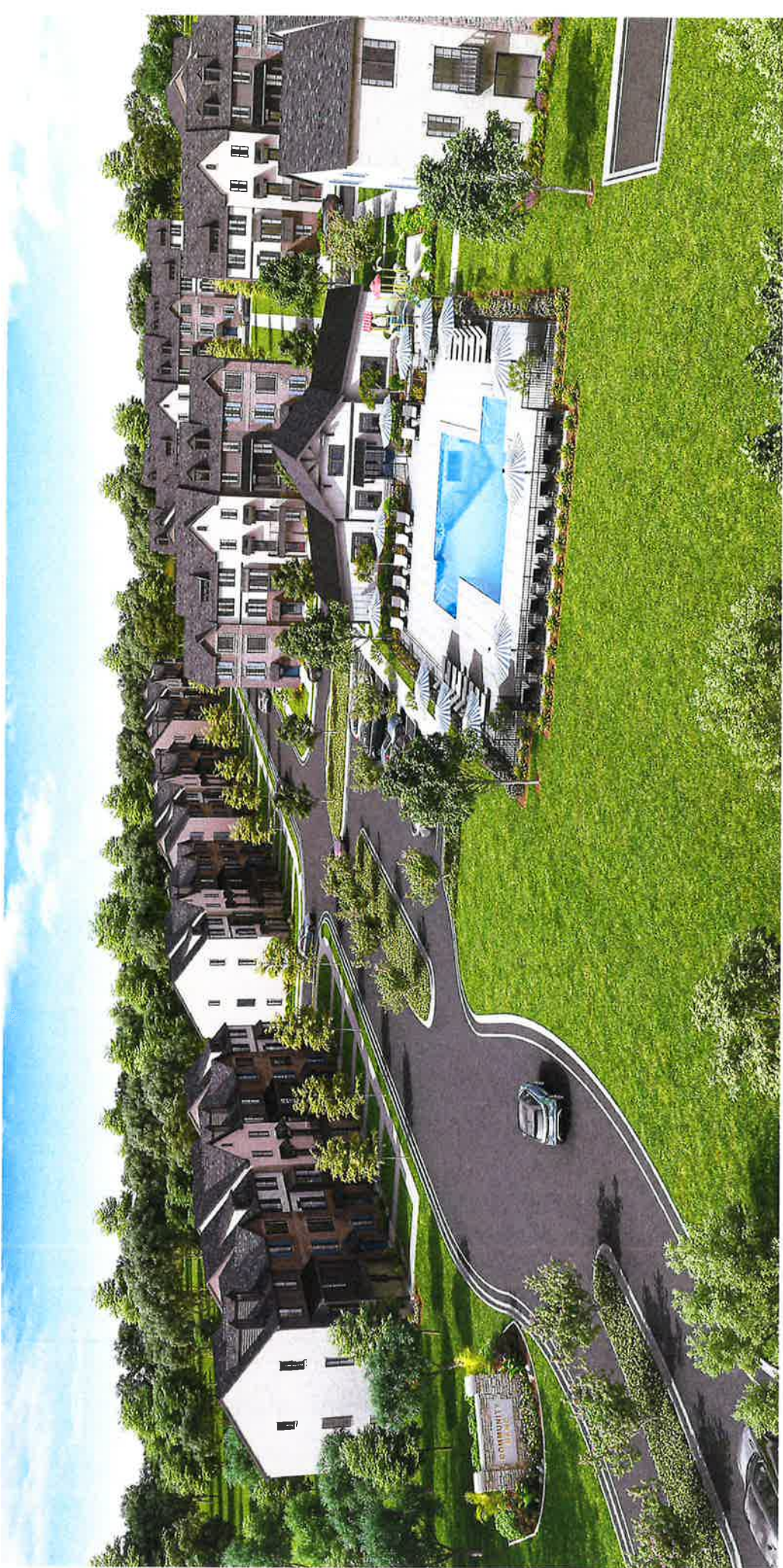
- Project Location
- PARCELS
- CITY LIMITS

Parcel # 087 5011 003

ADDRESS

2037 NEWNAN CROSSING BYP
Newnan, GA 30263









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

Good evening, Megan

Hank Arnold here with Coweta FORCE.

We're hosting a Recovery Month Event on Wednesday, September 20th from 6-9pm at 6 Perry St (parking lot of Foundation Church).

The details for the event can be found at the link below and there's a flyer attached.

[Mobilize Recovery Bus Tour - NEWNAN STOP! Tickets, Wed, Sep 20, 2023 at 6:00 PM | Eventbrite](#)

I wanted to request road closure to thru traffic on Perry St, from Spring to Salbide, from 5pm - 9:30pm

I've attached 2 map images showing the requested street closure locations.

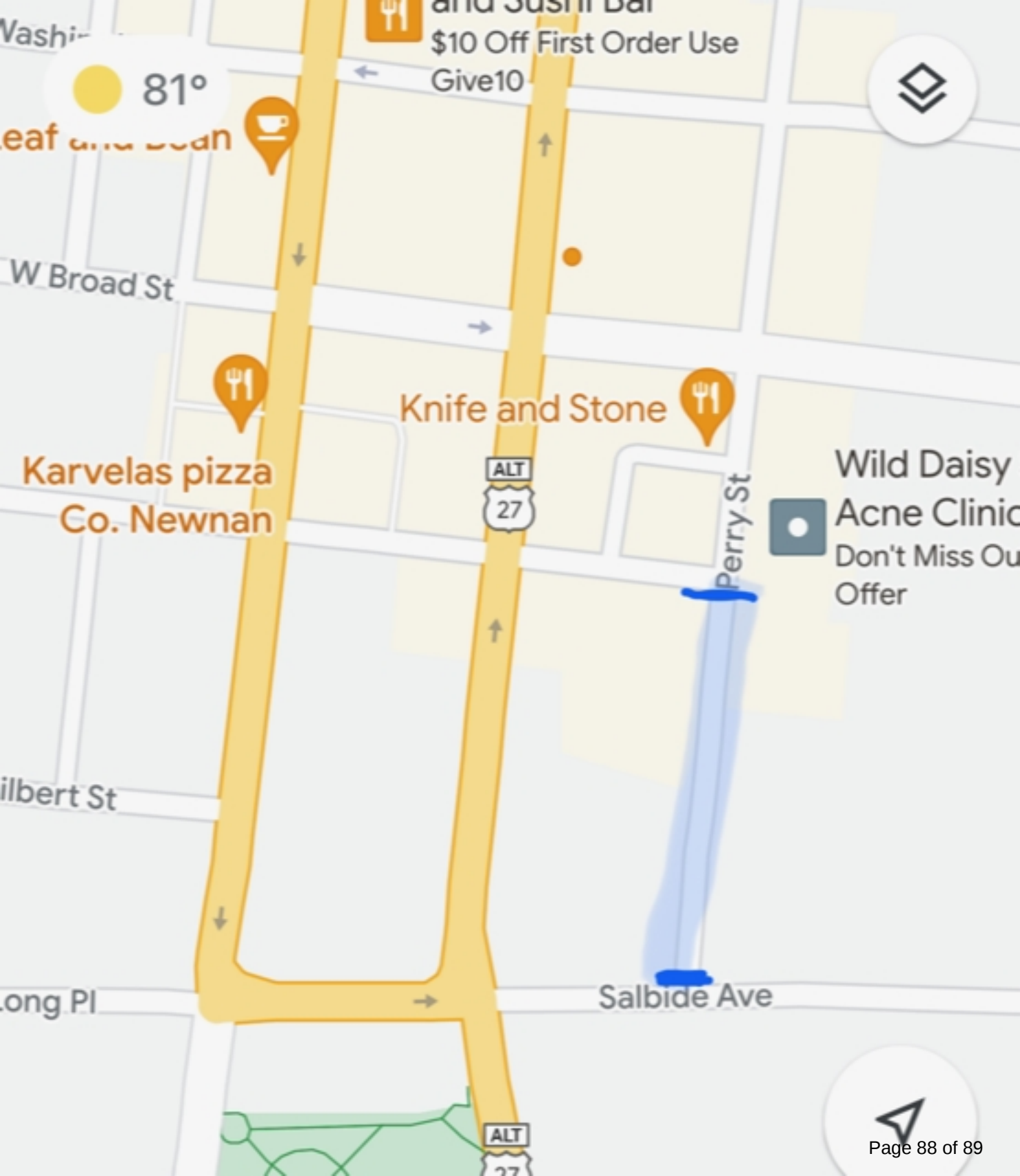
We'd like to have access to the parking lots along this area for the event participants but closure to thru traffic.

What's the process for this type of request for approval?

If there's someone else I should connect with for this request please let me know.

Thank you for your time and attention.

Sincerely,



Vashi- and Sushi Bar

\$10 Off First Order Use Give10

81°

leaf and bean

W Broad St

Knife and Stone

Karvelas pizza Co. Newnan

ALT 27

Perry St

Wild Daisy Acne Clinic Don't Miss Our Offer

ilbert St

ong Pl

Salbide Ave

ALT 27

Page 88 of 89

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).