



## Newnan City Council Meeting

November 14, 2023

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

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### **CALL TO ORDER**

### **INVOCATION**

### **READING OF MINUTES**

- A. Minutes from Regular Meeting on October 24, 2023

### **REPORTS OF BOARDS AND COMMISSIONS**

- B. 1 Appointment - Cultural Arts Commission, 3 year term
- C. 1 Appointment - Development Authority, 4 year term
- D. 1 Appointment - Tree Commission, 3 year term

### **REPORTS ON OPERATIONS BY CITY MANAGER**

### **REPORTS AND COMMUNICATIONS FROM MAYOR**

### **NEW BUSINESS**

- E. Consideration of Resolution to Recognize the 2023 Lady Cougar Softball Team of Newnan High School
- F. Public Hearing - Application for Alcohol Beverage License - Mayhew LTW415, LLC dba Whimzical Cafe - Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine - 33 E. Broad St. - Reason: New Business
- G. Consideration of Extension for Distilled Spirits Package Store License - 459 Millard Farmer Industrial Blvd
- H. Consideration of an Adoption Agreement and a General Addendum from Georgia Municipal Association for the City of Newnan's Defined Benefit Retirement Plan
- I. Consideration of Surplus Property Declaration and Disposition of Capital Assets and Controlled Assets
- J. Consideration to Update the Animal Ordinances of the City of Newnan
- K. Consideration to Adopt the Probation and Rehabilitation Services Agreement between the City of Newnan and the Judge of the Municipal Court

### **UNFINISHED BUSINESS**

- L. Consideration of Ordinance for adoption of local amendments to the plumbing code
- M. 2nd and Final Reading - Annexation Request Annex2022-06; 163.61 ± acres off Green Top Road (Tax Parcel #s 085 5086 001, 085 5107 002, 085 5086 003 and the southern portion of 085 5107 003); Requested zoning of PDR (Planned Residential Development)

#### **VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS**

- N. Historical Concepts Railroad District Plan Presentation
- O. Request from O. P. Evans Middle School to Close Evans Dr. on November 17, 2023 for school sponsored Turkey Trot, from 8am - 12:30pm
- P. Request from Tomco Construction to close sidewalks and streets for the Re-Roofing Project on the Newnan Times Herald building
- Q. Request from the Newnan Times Herald to setup a tent on Court Square, November 25th for Small Business Saturday
- R. Request from Newnan Police Department to close part of South Court Square and West Broad St. between Brown and Lagrange for Christmas with a Cop on December 9, 2023 from 7am to 10am

#### **MOTION TO ENTER INTO EXECUTIVE SESSION**

- S. Motion to Enter into Executive Session

#### **ADJOURNMENT**

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, October 24, 2023 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

**CALL TO ORDER**

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

**PRESENT**

Mayor Keith Brady: Council members present: Ray DuBose, George Alexander, Cynthia Jenkins, Rhodes Shell, 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 October 10, 2023**

Motion by Councilman Alexander, seconded by Councilman DuBose to dispense with the reading of the minutes of the Regular Council Meeting on October 10, 2023 and adopt them as presented.

**MOTION CARRIED. (7-0)**

**B. Minutes from the Work Session on October 10, 2023**

Motion by Councilman Guillaume, seconded by Councilman Shell to dispense with the reading of the minutes of the Work Session on October 10, 2023 and adopt them as presented.

**MOTION CARRIED. (7-0)**

**Newnan Youth Council Attendees**

Councilwoman Jenkins introduced the members of Youth Council who were in attendance. Brayden Williamson, Francesca Parker, Macy Horne and Sara Hays Grote.

**Welcome Scout**

Mayor Brady welcomed Jack Landry from Troop 57, who lives in Palmetto. He was in attendance for his Communication Merit badge.

**REPORTS OF BOARDS AND COMMISSIONS**

**C. 1 Appointment – Convention Center Authority, 3-year term**

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to reappoint Charles Stinson for another term.

**MOTION CARRIED. (7-0)**

**D. 1 Appointment – Cultural Arts Commission, 3-year term**

Continue to next agenda.

**E. 1 Appointment – Development Authority, 4-year term**

Continue to next agenda.

**F. 1 Appointment – Tree Commission, 3-year term**

Continue to next agenda.

**NEW BUSINESS**

**G. Public Hearing – Request by Owner to demolish structure at 169 W. Washington St.**

Mayor Brady opened the public hearing.

Bill Stephenson, Chief Building Official, stated that this property is not in a historic district and the applicant complied with advertising per the City's ordinance.

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

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

**MOTION CARRIED. (7-0)**

**H. Consideration to Adopt the Municipal Probation Services Ordinance**

Jada Blankenship, Municipal Court Manager, explained that this is to establish the in-house probation service department for the Newnan Municipal Court.

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

**MOTION CARRIED. (7-0)**

**UNFINISHED BUSINESS**

**I. Adoption of the Revised Annual Financial Report for the 2022 Capital Improvements Element (CIE) Update**

Chris Cole, Senior Planner, explained that in 2022 Council adopted the update to the Capital Improvements Element. In preparing the update for 2023 an error was discovered, which caused the ending impact fee fund balance and the beginning impact fee fund balance to not match. The Georgia Department of Community Affairs is asking the City to adopt the revised annual financial report prior to adopting the 2023 CIE update.

Motion by Councilman Shell, seconded by Councilman Alexander to approve the revised annual financial report as presented.

**MOTION CARRIED. (7-0)**

**J. Consideration of a Resolution to Adopt the 2023 Update to the Capital Improvements Element (CIE), including the Short-Term Work Program (STWP)**

Mr. Cole stated that the public hearing had already been held.

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

**MOTION CARRIED. (7-0)**

**K. Consideration of an Intergovernmental Agreement between City of Newnan and Newnan Urban Redevelopment Agency regarding the ARPA Murray St. Workforce Housing Project**

Tracy Dunnavant, Planning Director, stated that in May 2022 City Council awarded \$1.75 million to NURA to build 7 houses on Murray Street. This agreement sets out the purposes, terms and obligations of the two parties.

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

**MOTION CARRIED. (7-0)**

**L. Public Hearing – Annexation Request – Annex2022-06; 163.61 + acres off Green Top Road (Tax Parcel #s 085 5086 001, 085 5107 002, 085 5086 003 and southern portion of 085 5107 003); Requested zoning of PDR – Consideration of Ordinances**

Mayor Brady recused himself due to a personal conflict and handed the meeting over to Mayor Pro Tem Koritko. Councilman DuBose also recused himself due to a personal conflict.

Ms. Dunnavant first explained that a copy of a constitutional challenge letter had been put at each Councilmembers seat. She said these are typical with rezoning's. She then gave

her staff report. This is a request from George Rosenzweig on behalf of Pulte Group Home Company, LLC and Green Top Road, LLC. The purpose is to develop 300 single-family lots at 2.05 units per acre. There are 3 home types proposed, Ranch Pod, Traditional Pod and Estate Pod. Amenities will include a pool, clubhouse, pickleball complex, playgrounds, dog park and walking trails. Sales prices will range from \$392,150 to \$527,190.

The County was notified of the annexation request in accordance with State law. The County did object and went to an arbitration panel. As a result of that, 26 conditions have been placed on this development and they are in effect for two years. The listing of the 26 conditions were included in the agenda packet. This property was proposed for annexation in 2015 but that was denied by City Council.

Ms. Dunnivant gave an overview of the 8 standards. The property is primarily surrounded by vacant residential zoned property and residential uses. All the tracts in the County are zoned RC (Rural Conservation) and this zoning allows 0.625 units per acre. Staff felt the proposed use is suitable in view of adjacent properties.

The greatest impact of the development will be traffic. The traffic study showed that the development at full build out will generate roughly 3,430 new trips per day but this was based on the original request for 366 homes instead of the 300 in the revised application. The study also showed that the roundabout at US29 and Hal Jones Rd. would see an increase delay of 8 seconds, changing the level of service from D to E. It was suggested that installing a southbound right-turn bypass lane would improve that from E to C. The applicant is required to contribute bonds toward intersection improvements but the County will also need to be involved in those improvements as they are not city streets.

The property is currently zoned RC (rural conservation) in the County and that would allow for 101 lots. Staff does feel there is room to increase density on the site given the amount of acreage.

In terms of services, Chief Blankenship did indicate that 2 additional officers would be needed and Chief Brown indicated they can serve the development but there may increase in call times in the future. Newnan Utilities does have ample capacity to serve the project. The school system commented that school capacity is an ongoing concern. Staff conducted an analysis of the impact to revenues and expenditures with expenditures being \$249,802 and revenues being \$255,696 and projected upfront revenues would be \$843,243.

In terms of the Comprehensive Plan the County's plan shows this area as Priority Development Character Area on the Future Land Use Map. When this was considered for rezoning by the County in 2021, they said it was consistent with their Comprehensive Plan and growth strategy.

The proposed zoning of PDR is meant to allow for innovation in design and layout. The applicant has provided a concept plan showing a mixture of residential uses, open spaces

and development requirements so it would be consistent with the purpose and intent of the zoning designation. Adjacent tracts that are in city limits are shown as future “planned development” and if brought into the city the property would most likely be shown as such. Therefore, there are no new or changing conditions not anticipated by the Comprehensive Plan as both City and County updated their plans and Future Land Use Maps.

Staff does feel that the project reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare and the right to unrestricted use of property. So, in summary Staff found that the project meets 6 of the 8 standards.

At the Planning Commission meeting on September 12, 2023, the commission voted 6-0 to recommend denial. If City Council elects to approve the request, Staff suggests the following conditions:

- The project will be consistent with the concept plan, density, project data, amenities (including a pickleball complex) and elevations provided as part of the application.
- The average square footages for each Pod will be as follows – Ranch Pod – 1,860 sq. ft; Traditional Pod – 2,640 sq. ft; Estate Pod – 3,004 sq. ft
- The City of Newnan will not issue a permit for land disturbing activities until such time as Coweta County has reviewed and approved the plans for the development to the extent Coweta County has jurisdiction, primarily relating to street connections to Green Top Road.

In addition to those 3 conditions, there are the 26 conditions from Arbitration and conditions proffered by the applicant.

Mayor Pro Tem Koritko opened the public hearing. He stated that the decorum of the meeting is to be based on civility and respect. No emotional show of support or opposition will be allowed. The applicant will get 15 minutes and opposition 15 minutes as well.

**Applicant:**

George Rosenzweig attorney for the applicants started by explaining how the application has been through an extensive arbitration trial process. The result of that was an extensive list of 26 conditions placed on the property until February 9, 2025. Those conditions include limiting the development to 300 units and that the developer pay their fair share for infrastructure improvements. In addition, the developer has proffered that the 26 conditions from arbitration will be applied even after the expiration except for the condition on water and sewer service. They also accept the 3 conditions proposed by Staff.

He showed a map of the area and where the subject property lies. He commented that the County recently adopted in their land use plans up to 4.0 units per acre allowable and this proposed development will only be 2.05 units per acre. The County has also approved 1,700 lots which will be age restricted and they approved 2.75 units per acre for the Poplar Rd development.

This development will be heavily buffered and have lots of open space. It will be family centric and offer 3 types of homes. Mr. Rosenzweig asked to save time for rebuttal.

Mayor Pro Tem Koritko asked if anyone wished to speak for the development. No one came forward.

Opposition:

Avery Jackson with the Coweta County Water Authority spoke. He stated that the Water Authority objects to the condition that Newnan Utilities will provide water to this property after 2 years. The arbitration panel and Superior Court said that water would have to be provided by the Coweta County Water Authority. Council cannot introduce new conditions not approved by the arbitration panel and Superior Court. The arbitration process is binding.

He explained that the Water Authority has a written contract with the developer for an easement, to provide a sewer line across the property. The Water Authority also has agreements with the City where any customers in annexed areas can remain customers of the Water Authority. The County is also bound by the arbitration conditions and argued for them in Superior Court.

Mr. Jackson further argued that on October 10<sup>th</sup> the City held a Work Session where the applicant was allowed to make a presentation and that was unfair and not due process. Zoning procedures law states that both sides are to be given equal time. He asked again that Council either remove the condition that Newnan Utilities service the property or deny the annexation request.

Mayor Pro Tem Koritko checked time remaining, 11:23.

Bob Ziifle, resident at 11 Heritage Trace spoke. He said that since the property owner and developer had almost an hour to present at the Work Session, he requested that more time be given for the opposition. He asked for 20-25 minutes to present the oppositions case.

Councilwoman Jenkins asked for City Attorney's opinion. Mr. Sears said it is up to Council to allow more time but per the Zoning procedures law and City ordinances, Council was already in compliance with both.

Mr. Ziifle said that he was asked to speak on behalf of some of the residents in attendance, to take their time to speak and give a presentation of their objections.

Councilman Shell said if opposition is given 22 minutes then the applicant should also be given that time. Councilman Guillaume commented that the work session was open to the public and no one attended. It was a fact-finding session for Council. He agreed that the other side should be given the same additional time.

Council tried to clarify that Mr. Ziifle would speak on behalf of everyone and take the entire time given? Several people in the crowd shook their heads and made it evident that others wanted to speak as well. Council decided to grant 20 minutes total for each side, including the time already taken by Mr. Jackson. There was a question as to whether Mr. Jackson spoke in opposition or in favor? Mr. Jackson stated that he was there in opposition.

Mr. Ziifle began by discussing an article in the Newnan Times Herald that he felt had errors. First was that the development proposed will be a 55+ community, that would have different statutory requirements that have to be incorporated and it's never been presented that way. Second is saying there is a single-family housing shortage. If this is approved then the adjacent property would be requested for annexation and even more homes would be built there as well. He said there has been tremendous development in the past 9 years since a development was first proposed on Green Top Road and there are 2,000 homes currently in various stages of build.

Mr. Ziifle said there should not be more concern for all the people that want to come live here verse the people that already live here. He asked if the community has a moral obligation to subsidize for the people who want to come live here? He stated that land use plans and zoning designations are in place to control and regulate growth. He said the elected officials are supposed to protect the community from over-development and urban sprawl and blight. No one benefits from this development. He said that if this development were going to have the same density as surrounding neighborhoods Lake Hills, Newnan Pines and Heritage Hills then there would be no opposition.

John Moody said that the elected officials' duties are to protect, defend and preserve the safety and culture and the quality of life of the current residents of this community. For 9 years the only people in favor of this development has been the developer and the representing attorney. No one is against development on Green Top Road, as long as it stays in the County and abides by the ordinance of 1 home per acre. Pulte Homes, an out of town developer, stated at arbitration that this development would not be profitable if less than 300 homes. Pulte has inadequately addressed the traffic issue. Other resources will be strained as well. The County Commissioners and the City's own Planning Commission voted against this. What is the point of having those boards? Will this development benefit the community, the answer is no.

Richard Yancey said that if Council votes for this development it will affect everyone like death by a thousand pokes. They will all be stuck in traffic and have to look at a development that is not Newnan. Council needs to do what is right and this is the wrong place for this development.

Pat Burns wished to speak but the 20 minutes allotted had expired.

Rebuttal:

Mayor Pro Tem Koritko confirmed the applicant had 13:41 for rebuttal.

George Rosenzweig started by addressing the water and sewer concern. There is no contract with the Water Authority, there was an easement agreement in return for sewer taps. They have never provided service to the property and are not allowed to provide service to annexed properties.

With regard to the property to the West. It is not part of this development. Pulte does not have that property under agreement or option. The development is not 55+ age restricted, it is age targeted. Enrollment in schools is dropping and the new Newnan High School is being built for 3,000 students.

The traffic that is already on those roads is County traffic and is a result of County approvals. A rezoning can't be denied based on existing traffic. The traffic study showed that at the worst intersection at the worst time of day there would be an 8 second delay. In terms of actual cars, there's 7 cars going right and 33 cars going straight. Traffic comes from other developments and improvements. Lake Redwine will be fully built out at 900 units. A right-turn lane is proposed to help mitigate traffic.

The City is a business and just like all businesses, if you aren't moving forward you are moving backward. One of the things that makes Newnan a great place to live are the strategic growth decisions made by City Council. There is a single-family home shortage. This is an opportunity to fulfill a need for that with a quality known developer.

Mayor Pro Tem Koritko closed the public hearing.

Councilman Guillaume wanted to clarify the number of units and the adjacent land. Mr. Rosenzweig said there will be a development agreement with the City and it will be a maximum of 300 units. The property to the West is not under agreement, not part of this deal. Councilman Guillaume stated that the City had no input in the County's Comprehensive Plan. He said he has looked at what is proposed and what's in the hopper and there is range from 1.85 to 2.75 units per acre. This development is on the lower side of that range.

Mayor Pro Tem Koritko asked about the letter received from Pulte. Mr. Rosenzweig explained that property owners in the State of Georgia have rights and the letter asserts Pulte's rights and the property owners' rights. Mayor Pro Tem Koritko then commented that if the applicant chose to rezone into the County's or the City's high-density zoning, it could potentially be 2,000 apartments which would be vastly higher than 300 homes.

Councilman Guillaume commented that there has been study after study that show there is a housing shortage and this is a nationwide issue. This has to be taken into consideration. Newnan is a great place and people want to come here. We can choose to grow together or go status quo.

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

**MOTION CARRIED. (5-0)**

City Attorney commented that the letters from August 8<sup>th</sup>, October 23<sup>rd</sup> and October 24<sup>th</sup> need to be part of the record and part of the report.

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to include the 3 letters in the record.

**MOTION CARRIED. (5-0)**

Motion by Councilman Guillaume, seconded by Councilman Shell to adopt the ordinance to annex the Green Top Road, LLC property subject to the general conditions, conditions from the arbitration process and proffered conditions from the applicant as presented. Opposed: Jenkins. 2<sup>nd</sup> and Final Reading 11/10/23.

**MOTION CARRIED. (4-1)**

Councilman Alexander asked if the motion also includes the 3 staff conditions? City Attorney stated that those would be included in general conditions.

Motion by Councilman Guillaume, seconded by Councilman Alexander to adopt the ordinance rezoning the Green Top Road, LLC property subject to the general conditions, conditions from the arbitration process and proffered conditions from the applicant as presented. Opposed: Jenkins. 2<sup>nd</sup> and Final Reading 11/10/23.

**MOTION CARRIED. (4-1)**

**M. Request to Close Streets for 2024 Rock & Road Festival**

City Manager stated that this item was withdrawn and will be brought back at the November 28<sup>th</sup> meeting.

Motion by Councilman Shell, seconded by Councilman Alexander to move this item to the next meeting.

**MOTION CARRIED. (5-0)**

**EXECUTIVE SESSION**

**MOTION EXECUTIVE SESSION**

Motion by Councilman Alexander, seconded by Councilman Shell 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 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 7:54PM.

**MOTION CARRIED. (5-0)**

**RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION**

Motion by Councilman Alexander, seconded by Councilman Guillaume 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)**

**PATREECE CLAIM**

Motion by Councilman Alexander, seconded by Councilman Shell to deny the Patreece claim as presented.

**MOTION CARRIED. (5-0)**

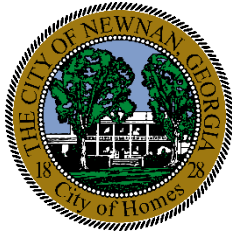
**ADJOURNMENT**

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to adjourn the Council meeting at 8:01pm.

**MOTION CARRIED. (5-0)**

\_\_\_\_\_  
Megan Shea, City Clerk

\_\_\_\_\_  
Keith Brady, Mayor



**RESOLUTION TO RECOGNIZE THE 2023 LADY COUGARS  
SOFTBALL TEAM OF NEWNAN HIGH SCHOOL**

- WHEREAS,** the Mayor and City Council of the City of Newnan does hereby recognize the outstanding achievement of the Newnan High School Lady Cougars Softball team; and,
- WHEREAS,** the Lady Cougars were led by Head Coach Carrie Gilmore and Assistant Coaches Alison Johns, Addison Lashley, Abbey Garner and Marc Gilmore; and,
- WHEREAS,** the team had an overall season record of 27-7 that concluded with a remarkable playoff run and the program's first ever Class 6A Georgia State Championship, and
- WHEREAS,** their shutout games in the Super Regionals against Shiloh, Etowah and Blessed Trinity earned them a trip to the Elite 8 State Tournament in Columbus, Georgia; and,
- WHEREAS,** in Columbus they played shutout games against Grovetown, South Effingham, River Ridge and Pope in route to the State Championship; and,
- WHEREAS,** the team is the first in their 6A Region classification, and first team in any classification since 2009, to shut out every opponent during their remarkable playoff run; and,
- WHEREAS,** Carrie Gilmore became the program's winningest head coach during the 2023 season and star senior pitcher Maddie Veal posted 312 strikeouts for the season and 749 for her career, both school records; and,
- WHEREAS,** The 2023 Lady Cougars Softball team consisting of Gabbi Espy, Carly Hector, Presley Ivey, Evie Mathis, CA Moss, Cali Norton, Mia Redick, Addison Smith, Gracie Smith, Abbie Stewart, Georgia Trammell, Brooke Tucker, Maddie Veal, Khloe Walker and Piper Willey all displayed their talent, teamwork, and dedication contributing to this incredible accomplishment; and,

**NOW, THEREFORE, BE IT RESOLVED,** that the Mayor and City Council of the City of Newnan hereby declare that November 14, 2023 is and shall forever be known as 'Lady Cougars Softball Day' in Newnan, Georgia.

**DONE, RATIFIED, AND PASSED** in regular session, this the 14th day of November, 2023.

\_\_\_\_\_  
L. Keith Brady, Mayor

\_\_\_\_\_  
Dustin Koritko, Mayor Pro-Tem

\_\_\_\_\_  
Cynthia E. Jenkins, Councilmember

\_\_\_\_\_  
Ray Dubose, Councilmember

\_\_\_\_\_  
Rhodes Shell, Councilmember

\_\_\_\_\_  
George M. Alexander, Councilmember

\_\_\_\_\_  
Paul Guillaume, Councilmember

# APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Mayhew LTW415, LLC dba Whimzical Cafe**

Licensee: **Rachel Cochran**

License Representative: **N/A**

Type License: **Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages & Wine**

Location: **33 E. Broad St.**

## TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

If incomplete, reasons \_\_\_\_\_

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

If not, reasons \_\_\_\_\_

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

If not, reasons \_\_\_\_\_

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

If not, reasons \_\_\_\_\_

Application - Beverage License

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

If not, reasons \_\_\_\_\_

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

If not, reasons \_\_\_\_\_

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

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

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

N/A

Respectfully submitted,

Megan Shea  
City Clerk



RISK MANAGEMENT AND  
EMPLOYEE BENEFITS SERVICES  
BOARD OF TRUSTEES

October 10, 2023

**Chair**  
Marcia Hampton  
City Manager, Douglasville

**Vice Chair**  
Shelly Berryhill  
Commissioner, Hawkinsville

**Secretary-Treasurer**  
Larry H. Hanson  
CEO and Executive Director

**Trustees:**

Linda Blechinger  
Mayor, Auburn

Chris Hobby  
City Manager, Bainbridge

Meg Kelsey  
City Manager, LaGrange

Jessica O'Connor  
City Manager, Griffin

W. D. Palmer, III  
Councilmember, Camilla

James F. Palmer  
Mayor, Calhoun

John Reid  
Mayor, Eatonton

JoAnne Taylor  
Mayor, Dahlonega

Albert Thurman  
Mayor, Powder Springs

Rebecca L. Tydings  
City Attorney, Centerville

Kenneth L. Usry  
Mayor, Thomson

Clemontine Washington  
Mayor Pro Tem, Midway

Vince Williams  
Mayor, Union City

**EXECUTIVE STAFF**  
Randy Logan  
Deputy Executive Director

**TRANSMITTED VIA E-MAIL**  
([nfreeman@newnanga.gov](mailto:nfreeman@newnanga.gov))

Nanette Freeman  
Human Resources Director  
City of Newnan  
P.O. Box 1193  
Newnan, GA 30264-1193

**RE: City of Newnan's Defined Benefit Retirement Plan; Restatement and Amendment to Include up to Four Months of Sick Leave as Credited Service for Benefit Calculation and Increase Elected Official Retirement Benefit**

Dear Ms. Freeman:

Per the city's request, attached please find a draft Adoption Agreement ("AA") and General Addendum for the city of Newnan's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan allows for up to four (4) months of unused sick leave to be included as credited service for eligible employees. To receive credit for unused sick leave, an employee must be eligible for early, normal or disability Retirement benefits, have at least 20 years of service upon termination, and retire directly from active employment with the city (see AA pp. 13-14). The amendment also increases the monthly normal retirement benefit for elected officials in such positions on or after December 1, 2023, from \$95.00 to \$150.00 per month per year of Service as an elected official (see AA, p. 24).

The Adoption Agreement provides that the amended Plan documents will become effective December 1, 2023. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Both the Adoption Agreement and General Addendum must be adopted for the amendment to be effective.

The city's request for a plan amendment coincides with the restatement of the GMEBS Defined Benefit Retirement Plan document with the IRS. To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

Ms. Nanette Freeman  
October 10, 2023  
Page 2

To ensure continued tax-qualified status for all GMEBS-member retirement plans, we are asking all participating employers to readopt their plans using the most recent IRS-approved Adoption Agreement and General Addendum. We have completed the attached plan documents to include the amendments you requested, as well as the other benefit and eligibility provisions that you currently have in place.

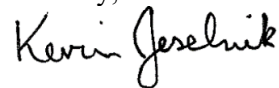
Though the Adoption Agreement and General Addendum used for the city's Plan were pre-approved by the IRS, Section 16 of the city's General Addendum contains a provision that does not fit squarely within the pre-approved GMEBS General Addendum format. Thus, it will be necessary to file the city's Plan with the IRS for a separate opinion letter. Following the city's approval of the enclosed restated Plan documents, GMEBS will work with tax counsel to prepare the IRS filing documents for the city's signature.

We have attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If the draft Adoption Agreement and General Addendum are acceptable, please have the designated representatives sign and date each document where indicated (Adoption Agreement, p. 38 and General Addendum, p. 2). Next, please scan and email both documents to Gina Gresham at [rgresham@gacities.com](mailto:rgresham@gacities.com). We will then countersign both documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6236 or [kjeselnik@gacities.com](mailto:kjeselnik@gacities.com).

Sincerely,



Kevin H. Jeselnik  
Assistant General Counsel

Encl.

C: Brad Sears, City Attorney, City of Newnan (w/ encl.)  
Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)  
Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)  
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Newnan**

**Form Pre-approved Plan Adoption Agreement**  
**Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List**

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## **I. AN ORDINANCE**

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Newnan, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City of Newnan and GMEBS, the foregoing shall constitute a Contract between the City of Newnan and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by the authority thereof:

**Section 1.** The Retirement Plan for the Employees of the City of Newnan, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

**Ordinance continued on page 38**

## **II. GMEBS DEFINED BENEFIT RETIREMENT PLAN** **ADOPTION AGREEMENT**

### **1. ADMINISTRATOR**

Georgia Municipal Employees Benefit System  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 404-577-6663

### **2. ADOPTING EMPLOYER**

Name: **City of Newnan, Georgia**

### **3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **P.O. Box 1193, Newnan, GA 30264-1193**  
Phone: **(770) 253-2682**  
Facsimile: **(770) 254-2353**

### **4. PLAN REPRESENTATIVE**

**[To represent Governing Authority in all communications with GMEBS and Employees]**  
**(See Section 2.49 of Basic Plan Document)**

Name: **City Manager**  
Address: **P.O. Box 1193, Newnan, GA 30264-1193**  
Phone: **(770) 253-2682**  
Facsimile: **(770) 254-2353**

## 5. PENSION COMMITTEE

**[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]**

**The Pension Committee shall be comprised of three (3) Employees appointed by the Governing Authority.**

Pension Committee Secretary: **Human Resources Director**  
Address: **P.O. Box 1193, Newnan, GA 30264-1193**  
Phone: **(770) 253-2682**  
Facsimile: **(770) 254-2353**

## 6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
  - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to (1) allow for up to a maximum of four (4) months of unused sick leave to be included as Credited Service for a Participant who is eligible for Early, Normal or Disability Retirement benefits and has at least 20 years of Service upon Termination, and who Retires directly from active employment with the city such that the effective Retirement date is the first date of the month coinciding with or following the date of Termination (see Adoption Agreement pp. 13-14), and (2) increase the monthly Normal Retirement benefit for elected or appointed members of the Governing Authority in such positions on or after December 1, 2023, to \$150.00 per month per year of Service as an elected or appointed member of the Governing Authority (see Adoption Agreement, p. 24).**

## 7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is \_\_\_\_\_.

**(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).**

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be \_\_\_\_\_ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).** This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on \_\_\_\_\_ **(insert original effective date of preexisting plan).**

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **December 1, 2023** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **March 1, 2020** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective **July 1, 2003** (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective **April 1, 1990** (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective \_\_\_\_\_ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

## **8. PLAN YEAR**

Plan Year means (check one):

- ☐ Calendar Year
- ☐ Employer Fiscal Year commencing \_\_\_\_\_.
- ☒ Other (must specify month and day commencing): **April 1.**

## **9. CLASSES OF ELIGIBLE EMPLOYEES**

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

### **A. Eligible Regular Employees**

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (check one):

- ☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

### **B. Elected or Appointed Members of the Governing Authority**

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

- (1) Elected or Appointed Members of the Governing Authority (check one):**

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): \_\_\_\_\_.

**(2) Municipal Legal Officers (check one):**

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

## **10. ELIGIBILITY CONDITIONS**

### **A. Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☒ 30 hours/week (regularly scheduled)
- ☐ Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

**Exceptions:** If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** **Employees initially employed prior to November 1, 1994.**

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☒ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☐ Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

**B. Months Per Year (Regular Employees)**

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
- ☒ At least **5** months per year (regularly scheduled)

**Exceptions:** If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

The months to year requirement for excepted class(es) are:

- ☐ No minimum
- ☐ At least \_\_\_\_\_ months per year (regularly scheduled)

## **11. WAITING PERIOD**

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

## **12. ESTABLISHING PARTICIPATION IN THE PLAN**

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- ☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).

- ☐ Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): \_\_\_\_\_.

### 13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

#### A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

##### **(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.**

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ (**insert date**).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

**(2) Previously Employed, Returning to Service after Original Effective Date.** If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment,

the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority of Eligible Regular Employee on April 1, 1990.**

**(3) Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

**(4) Newly Eligible Classes of Employees.** If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

## **B. Prior Military Service**

**Note:** This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

### **(1) Credit for Prior Military Service.**

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- ☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service).**

- ☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
  - ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.
  - ☐ Meeting minimum service requirements for benefit eligibility.

**(2) Maximum Credit for Prior Military Service.**

Credit for Prior Military Service shall be limited to a maximum of \_\_\_\_\_ years **(insert number)**.

**(3) Rate of Accrual for Prior Military Service.**

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- ☐ One month of military service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of military service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(4) Payment for Prior Military Service Credit (check one):**

- ☐ Participants shall **not** be required to pay for military service credit.
- ☐ Participants shall be required to pay for military service credit as follows:
  - ☐ The Participant must pay \_\_\_\_\_% of the actuarial cost of the service credit (as defined below).
  - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5) Limitations on Service Credit Purchases.** Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit

purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

### **C. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

#### **(1) Credit for Prior Governmental Service.**

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
  - ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.
  - ☐ Meeting minimum service requirements for benefit eligibility.

#### **(2) Definition of Prior Governmental Service.**

Prior governmental service shall be defined as follows **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

#### **(3) Maximum Credit for Prior Governmental Service.**

Credit for prior governmental service shall be limited to a maximum of \_\_\_\_\_ years **(insert number)**.

#### **(4) Rate of Accrual for Prior Governmental Service Credit.**

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- ☐ One month of prior governmental service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.

- ☐ One year of prior governmental service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Adopting Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5) Payment for Prior Governmental Service Credit.**

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
  - ☐ The Participant must pay \_\_\_\_\_% of the actuarial cost of the service credit.
  - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)**

**(1) Credit for Unused Paid Time Off.**

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

**Important Note:** Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- ☐ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- ☒ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
  - ☒ Unused sick leave
  - ☐ Unused vacation leave
  - ☐ Unused personal leave
  - ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(2) Minimum Service Requirement.**

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least \_\_\_\_\_ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
- ☒ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **The Participant must be eligible for Early, Normal or Disability Retirement benefits, and have at least 20 years of Service at Termination.**

**(3) Use of Unused Paid Time Off Credit.** Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☒ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

**(4) Maximum Credit for Unused Paid Time Off.**

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of **4** months **(insert number)**.

**(5) Computation of Unused Paid Time Off.**

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): To be eligible to receive credit for unused sick leave hereunder, a Participant must Retire directly from active employment with the Employer such that the effective Retirement date is the first day of the month coinciding with or following the date of Termination. In no event will a Participant receive more than four (4) months of Credited Service for unused sick leave credited hereunder.

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

Early retirement qualifications are (check one or more as applicable):

- ☒ Attainment of age 55 (insert number)
- ☒ Completion of 10 years (insert number) of Total Credited Service

**Exceptions:** If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- ☐ Attainment of age \_\_\_\_\_ (insert number)
- ☐ Completion of \_\_\_\_\_ years (insert number) of Total Credited Service

### B. Normal Retirement Qualifications

**Note:** Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

#### (1) Regular Employees

Normal retirement qualifications for Regular Employees are (check one or more as applicable):

- ☒ Attainment of age 65 (insert number)
- ☒ Completion of 10 years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section

6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **Eligible Regular Employees initially employed before April 11, 1995.**

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

- ☒ Attainment of age **65** (insert number)
- ☒ Completion of **5** years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**(2) Elected or Appointed Members of Governing Authority**

**Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan.** Normal retirement qualifications for this class are **(check one or more as applicable)**:

- ☒ Attainment of age **62** (insert number)
- ☒ Completion of **10** years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check**

**one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable):**

- ☐ Attainment of age \_\_\_\_\_ **(insert number)**
- ☐ Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

### **C. Alternative Normal Retirement Qualifications**

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

**Alternative Normal Retirement Qualifications (check one or more, as applicable):**

- (1)** ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2)** ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
  - ☐ Attainment of age \_\_\_\_\_ **(insert number)**
  - ☐ Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

- (3) ☒ **Rule of 88 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

- ☐ Must have attained at least age \_\_\_\_\_ **(insert number)**
- ☒ Must not satisfy any minimum age requirement
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all

Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Eligible Regular Employees.

A Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

- (4) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least \_\_\_\_\_ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

(5) ☐ **Other Alternative Normal Retirement Benefit.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.**

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): ☐ all Participants ☐ only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

A Participant (check one): ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

(6) ☒ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Rule of 85 for Firefighters and Police Officers. The Participant must be a Firefighter or Police Officer (as defined in Section 2.34 or 2.51 of the Basic Plan Document, respectively), and his or her combined years of age and years of**

**Total Credited Service as a Firefighter or Police Officer (disregarding any otherwise applicable cap on Total Credited Service) must equal at least eighty-five (85).**

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☒ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named): Firefighters and Police Officers (as defined in Sections 2.34 and 2.51 of the Basic Plan Document, respectively).**

A public safety employee Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**Note:** "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

#### **D. Disability Benefit Qualifications**

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☒ No minimum.
- ☐ \_\_\_\_\_ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

## **15. RETIREMENT BENEFIT COMPUTATION**

### **A. Maximum Total Credited Service**

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

- ☒ not limited.
- ☐ limited to \_\_\_\_\_ years for all Participants.
- ☐ limited to \_\_\_\_\_ years for the following classes of Eligible Regular Employees:
  - ☐ All Eligible Regular Employees.
  - ☐ Only the following Eligible Regular Employees: \_\_\_\_\_.
- ☐ limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.
- ☐ limited to \_\_\_\_\_ years as a Municipal Legal Officer.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

### **B. Monthly Normal Retirement Benefit Amount**

#### **(1) Regular Employee Formula**

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

- ☒ (a) **Flat Percentage Formula. 1.5% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
**Eligible Regular Employees who Retire pursuant to the Rule of 88 or Rule of 85 but Terminate before attaining at least one of the following:**
  - (1) Age 58 (55 for Firefighters and Police Officers as defined in Sections 2.34 and 2.51 of the Basic Plan Document, respectively) and completion of at least 30 years of Total Credited Service; or**
  - (2) Age 62.**
- ☒ (b) **Alternative Flat Percentage Formula. 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees other than those to whom the Flat Percentage Formula under Section 15(B)(1)(a) applies.**
- ☐ (c) **Split Final Average Earnings Formula. \_\_\_\_\_ % (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus \_\_\_\_\_ % (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.**
- ☐ (d) **Alternative Split Final Average Earnings Formula. \_\_\_\_\_ % (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus \_\_\_\_\_ % (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.**

**[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]**

**(2) Covered Compensation (complete only if Split Formula(s) is checked above):**

Covered Compensation is defined as (check one or more as applicable):

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ \_\_\_\_\_ **(specify amount)**. This definition shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **36 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☒ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]**

**(4) Formula for Elected or Appointed Members of the Governing Authority**

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$150.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- ☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]**

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

- ☐ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:
  - ☐ All Participants.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.
- ☒ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly

Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

- ☒ All Participants.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**Alternative Early Retirement Reduction Table**

| <b><u>Number of Years Before<br/>Age 65<br/>(62 for elected or<br/>appointed members of<br/>the Governing Authority)<br/>(check as applicable)</u></b> | <b><u>Percentage of<br/>Normal Retirement Benefit*</u><br/>(complete as applicable)</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> 0                                                                                                                  | 1.000                                                                                   |
| <input checked="" type="checkbox"/> 1                                                                                                                  | 0.950                                                                                   |
| <input checked="" type="checkbox"/> 2                                                                                                                  | 0.900                                                                                   |
| <input checked="" type="checkbox"/> 3                                                                                                                  | 0.850                                                                                   |
| <input checked="" type="checkbox"/> 4                                                                                                                  | 0.800                                                                                   |
| <input checked="" type="checkbox"/> 5                                                                                                                  | 0.750                                                                                   |
| <input checked="" type="checkbox"/> 6                                                                                                                  | 0.700                                                                                   |
| <input checked="" type="checkbox"/> 7                                                                                                                  | 0.650                                                                                   |
| <input checked="" type="checkbox"/> 8                                                                                                                  | 0.600                                                                                   |
| <input checked="" type="checkbox"/> 9                                                                                                                  | 0.550                                                                                   |
| <input checked="" type="checkbox"/> 10                                                                                                                 | 0.500                                                                                   |
| <input type="checkbox"/> 11                                                                                                                            | 0.____                                                                                  |
| <input type="checkbox"/> 12                                                                                                                            | 0.____                                                                                  |
| <input type="checkbox"/> 13                                                                                                                            | 0.____                                                                                  |
| <input type="checkbox"/> 14                                                                                                                            | 0.____                                                                                  |
| <input type="checkbox"/> 15                                                                                                                            | 0.____                                                                                  |

\*Interpolate for whole months

**D. Monthly Late Retirement Benefit Amount (check one):**

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

**E. Monthly Disability Benefit Amount**

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

**Minimum Disability Benefit.** The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum is established.
- ☐ No less than (**check one**): ☐ 20% ☐ 10% ☐ \_\_\_\_% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- ☒ No less than (**check one**): ☒ 66 2/3 % ☐ \_\_\_\_% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

**F. Minimum/Maximum Benefit For Elected Officials**

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☒ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**G. Multiple Plans**

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

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**16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA**

**A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)**

**(1) Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

- ☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer):** \_\_\_\_\_.

**(2) Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

- (c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

## **B. Cost Of Living Adjustment**

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

- ☒ (1) No cost-of-living adjustment.
- ☐ (2) Variable Annual cost-of-living adjustment not to exceed \_\_\_\_\_% **(insert percentage)**.
- ☐ (3) Fixed annual cost-of-living adjustment equal to \_\_\_\_\_% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- ☒ All Participants (and their Beneficiaries).
- ☐ Participants (and their Beneficiaries) who terminate employment on or after \_\_\_\_\_ **(insert date)**.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-**

**1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.**

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): \_\_\_\_\_.

## **17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING**

### **A. Eligible Regular Employees**

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule (**check one**):

- ☐ **No vesting schedule (immediate vesting).**
- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 10 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

| <b><u>COMPLETED YEARS<br/>OF TOTAL CREDITED SERVICE</u></b> | <b><u>VESTED PERCENTAGE</u></b> |
|-------------------------------------------------------------|---------------------------------|
| 1                                                           | %                               |
| 2                                                           | %                               |
| 3                                                           | %                               |
| 4                                                           | %                               |
| 5                                                           | %                               |
| 6                                                           | %                               |
| 7                                                           | %                               |
| 8                                                           | %                               |
| 9                                                           | %                               |
| 10                                                          | %                               |

**Exceptions:** If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **Eligible Regular Employees initially employed before April 11, 1995.**

Vesting Schedule for excepted class (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely**

determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): Benefits shall be 100% Vested after the Participant has completed a minimum of 5 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum.

**B. Elected or Appointed Members of the Governing Authority**

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☐ No vesting schedule (immediate vesting).
- ☒ Other vesting schedule (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): Benefits shall be 100% Vested after the Participant has a minimum of 10 years of Total Credited Service as an elected or appointed member of the Governing Authority. Benefits remain 0% Vested until the Participant satisfies this minimum.**

## **18. PRE-RETIREMENT DEATH BENEFITS**

**A. In-Service Death Benefit**

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1) ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
- ☒ The Participant must be vested in a normal retirement benefit.
  - ☐ The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.

- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

(2) ☐ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

- ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- ☐ The Participant must have \_\_\_\_\_ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**Imputed Service.** For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half ( $\frac{1}{2}$ ) ☐ \_\_\_\_\_ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): \_\_\_\_\_.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**B. Terminated Vested Death Benefit**

**(1) Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit (**check one**):

- ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- ☐ **Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

**(2) Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): \_\_\_\_\_.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

## 19. EMPLOYEE CONTRIBUTIONS

**(1) Employee contributions (check one):**

- ☒ Are not required.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for all Participants.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**[Repeat above subsection as necessary if more than one contribution rate applies.]**

**(2) Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- ☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- ☐ Not to pick up Employee Contributions.

**(3) Interest on Employee Contributions.** The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

- ☐ Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):**
- 

## **20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

## **22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS**

**Adoption.** The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

**Authorization for Amendments.** Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or

other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

**Reliance on Opinion Letter.** As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

**AN ORDINANCE (continued from page 1)**

**Section 2.** Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

**Section 3.** The effective date of this Ordinance shall be December 1, 2023 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

**Section 4.** All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Newnan, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF NEWNAN, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

**GENERAL ADDENDUM TO THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN  
ADOPTION AGREEMENT**

**This is an Addendum to the Adoption Agreement completed by the City of Newnan, Georgia, as follows (complete one or more sections, as applicable):**

**\*\*\* Items (1) through (15) of pre-approved Addendum – Not Applicable \*\*\***

**(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**

**(a) Break-in-Service Rule Not Applicable – Notwithstanding the provisions of Basic Plan Document Section 4.06, in determining a Participant's Total Credited Service for purposes of Vesting, all individual periods of Service with the City which are otherwise creditable hereunder shall be aggregated together, regardless of any breaks in Service (due to Termination of employment). In no event, however, will any period of unemployment or employment as an ineligible employee be taken into account in determining the amount of any benefit payable under the Plan.**

**The terms of the foregoing Addendum to the Adoption Agreement are approved by the City Council and Mayor of the City of Newnan, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**Attest:**

**CITY OF NEWNAN, GEORGIA**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

**(SEAL)**

**Approved:**

\_\_\_\_\_  
**City Attorney**

**The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.**

**IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**Board of Trustees  
Georgia Municipal Employees  
Benefit System**

**(SEAL)**

\_\_\_\_\_  
**Secretary**



## City of Newnan, Georgia - Mayor and Council

Date: November 14, 2023

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

Prepared By: Kim Adams, Finance Department

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

**Background:** Surplus inventory items submitted by various departments.

**Funding:** N/A

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

**Previous Discussion with Council:** N/A

## Surplus Property Pending Sale

| Asset No | Vehicle # | Description                | VIN or Serial & Model # | Comments                  | Disp Form? | Title |
|----------|-----------|----------------------------|-------------------------|---------------------------|------------|-------|
| 200115   | BM-557    | 2006 Ford F-250 SD         | 1FDNF20546ED09800       | Replace with new truck    | Y          | Y     |
| 200389   | BI-502    | 2007 Sierra C1500          | 1GTEC19V17Z100888       | To old & costly to repair | Y          | Y     |
| 200507   | PD-374    | 2011 Crown Victoria        | 2FABP7BV2BX148215       | END OF SERVICE LIFE       | Y          | Y     |
| 200556   | PD-420    | 2013 DODGE CHARGER         | 2C3CDXATXDH720964       | END OF SERVICE LIFE       | Y          | Y     |
| 200559   | PD-423    | 2013 DODGE CHARGER         | 2C3CDXAT7DH721960       | END OF SERVICE LIFE       | Y          | Y     |
| 200114   | FD-413    | 2002 Silverado Truck       | 1GCEK14V22Z301413       | END OF SERVICE LIFE       | Y          | Y     |
| 200108   | ST-216    | 2005 Ford F-150            | 1FTRX14W45NA66875       | Passed its useful life    | Y          | Y     |
| 200528   | ST-200    | 2012 Ford F-350            | 1FD8W3HT4CEB84654       | Passed its useful life    | Y          | Y     |
| 101297   | BEA       | 9HP Honda Blower           | 90000002400/GX270       | OLD, Non-running          | y          |       |
| 100304   | BEA       | 10HP Honda Blower          | 4BSX53052HT/GX270       | OLD, Non-running          | y          |       |
| 200083   | BEA       | 42" Spade Auger attachment |                         | Rusted out & to old       | Y          |       |
| 100302   | BEA       | Bobcat Trencher            | 401-6729/14C            | Rusted out & to old       | Y          |       |
| 103604   | BEA       | Honda Push Mower 21"       | GCV160LA0S3BNH1         | Rusted out & to old       | Y          |       |
| 103312   | BEA       | Honda Push Mower 21"       | GCV160LA0538NH1/160CC   | Rusted out & to old       | Y          |       |
| 105602   | BEA       | Husqvarna Push Mower 21"   | 041018M009285/LC221R    | Rusted out & to old       | Y          |       |
| 100813   | BEA       | Husqvarna Shaft Edger      | 1081400218/326ES        | To old & costly to repair | Y          |       |
| 102097   | BEA       | Husqvarna Weed-eater       | 132500957/326LS         | To old & costly to repair | Y          |       |
| 102785   | BEA       | Husqvarna Weed-eater       | 2476101829/525LS        | To old & costly to repair | Y          |       |
|          | BEA       | Stihl Blower               | 14881249/BR600          | To old & costly to repair | Y          |       |
|          | BEA       | Stihl Blower               | 42039673408/BR420       | To old & costly to repair | Y          |       |
| 103305   | BEA       | Stihl Blower               | 507726010/BR600         | To old & costly to repair | Y          |       |
| 103562   | BEA       | Stihl Blower               | 511252631/BR600         | To old & costly to repair | Y          |       |
| 103571   | BEA       | Stihl Edger                | 511559339/FC91          | To old & costly to repair | Y          |       |
| 104691   | BEA       | Stihl Weed-eater           | 524825760/FS111LR       | To old & costly to repair | Y          |       |
| 200075   | BEA       | Trench Master Bed-edger    | 2715/E780H              | Rusted out & does not run | Y          |       |
| 200096   | CEM       | 1933 52" Exmark Laser Z    | T0300PA789930           | OLD, Non-running          | Y          |       |

|        |     |                               |                       |                  |   |  |
|--------|-----|-------------------------------|-----------------------|------------------|---|--|
| 200100 | CEM | 2000 Multiquip Gas Tamper     | G4155                 | OLD, Non-running | Y |  |
| 100342 | CEM | 2004 Multiquip Gas Tamper     | P7617                 | OLD, Non-running | Y |  |
| 101534 | CEM | 2011 EZ GO GOLF CART          | 1240533-Work Horse    | OLD, Non-running | Y |  |
| 200485 | CEM | 52" Scag Wildcat 2009         | D6900273/STWC52V-25KA | OLD, Non-running | Y |  |
|        | CEM | Air Compressor                | IR330020              | OLD, Non-running | Y |  |
|        | CEM | Stihl Blower                  | FS100RX               | OLD, Non-running | Y |  |
|        | CEM | Stihl Blower                  | FS806                 | OLD, Non-running | Y |  |
| 100994 | CEM | Stihl Blower 2009             | 279488168/BR600       | OLD, Non-running | Y |  |
| 100992 | CEM | Stihl Blower 2009             | 279488161/BR600       | OLD, Non-running | Y |  |
| 101269 | CEM | Stihl Blower 2010             | 282940779/QSTBR600    | OLD, Non-running | Y |  |
| 101271 | CEM | Stihl Blower 2010             | 2829407718/QSTBR600   | OLD, Non-running | Y |  |
| 101466 | CEM | Stihl Blower 2011             | 284422061/BR600       | OLD, Non-running | Y |  |
| 101467 | CEM | Stihl Blower 2011             | 284422247/BR600       | OLD, Non-running | Y |  |
| 101466 | CEM | Stihl Blower 2011             | 284422263/BR600       | OLD, Non-running | Y |  |
| 102813 | CEM | Stihl Blower 2015             | 504470225/BR600       | OLD, Non-running | Y |  |
|        | CEM | Stihl Hand Blower             | 262367620             | OLD, Non-running | Y |  |
|        | CEM | Stihl Hand Blower             | 273088053             | OLD, Non-running | Y |  |
|        | CEM | Stihl Weed-eater              | FS111RX               | OLD, Non-running | Y |  |
| 104630 | CEM | Stihl Weed-eater              | 519640358/FS111RX     | OLD, Non-running | Y |  |
|        | CEM | Stihl Weed-eater              |                       | OLD, Non-running | Y |  |
|        | CEM | Stihl Weed-eater              |                       | OLD, Non-running | Y |  |
|        | CEM | Stihl Weed-eater              |                       | OLD, Non-running | Y |  |
| 101802 | CEM | Stihl Weed-eater              | 291763287/FS100RX     | OLD, Non-running | Y |  |
| 102237 | CEM | Stihl Weed eater              | 294401009/FS100RX     | OLD, Non-running | Y |  |
| 102810 | CEM | Stihl Weed eater              | 503997914/FS100RX     | OLD, Non-running | Y |  |
| 100997 | CEM | Stihl Weed eater (Shaft only) | 278125513/FC75        | OLD, Non-running | Y |  |
| 101471 | CEM | Stihl Weed eater 2            | 283840830/FS100RX     | OLD, Non-running | Y |  |
| 101470 | CEM | Stihl Weed eater              | 283840849/FS100RX     | OLD, Non-running | Y |  |
| 101800 | CEM | Stihl Weed eater              | 291763275/FS100RX     | OLD, Non-running | Y |  |
| 102236 | CEM | Stihl Weed eater              | 294401010/FS100RX     | OLD, Non-running | Y |  |
| 102812 | CEM | Stihl Weed eater              | 503997909/FS100RX     | OLD, Non-running | Y |  |
| 103539 | CEM | Stihl Weed eater              | 511595443/FS111RX     | OLD, Non-running | Y |  |

|                  |        |                             |                      |                             |   |  |
|------------------|--------|-----------------------------|----------------------|-----------------------------|---|--|
| 103538           | CEM    | Stihl Weed eater            | 511595328/FS111RX    | OLD, Non-running            | Y |  |
| 103789           | CEM    | Stihl Weed eater            | 516003240/QSTFS111RX | OLD, Non-running            | Y |  |
| 103788           | CEM    | Stihl Weed eater            | 516003233/QSTFS111RX | OLD, Non-running            | Y |  |
|                  | Garage | 16 Ton Pipe Bender          |                      | Passed its useful life      | Y |  |
|                  | Garage | 2 Firestone Tractor Tires   |                      | Passed its useful life      | Y |  |
|                  | Garage | 220V Bench Grinder          | 471                  | Passed its useful life      | Y |  |
| 100676           | Garage | Coats Tire Balancer         | CMB0902068           | Passed its useful life      | Y |  |
| 100809           | Garage | Coats Tire Changer          | 504105290            | Passed its useful life      | Y |  |
|                  | Garage | Elect. Air Comp             | 713301L              | Passed its useful life      | Y |  |
|                  | Garage | Ford 4.6 Engine             |                      | Passed its useful life      | Y |  |
| 100438           | Garage | Jet Floor Drill Press       | 60024                | Passed its useful life      | Y |  |
| 100421           | Garage | Kohler 10H Gas Air Comp     | 2428004523           | Passed its useful life      | Y |  |
|                  | Garage | Lincoln Gas Welder          | U1000202861          | Passed its useful life      | Y |  |
| 200211           | Garage | Linelazer Paint Sprayer     | BA29933              | Passed its useful life      | Y |  |
| 100437           | Garage | Miller Thunderbolt welder   | KG125215             | Passed its useful life      | Y |  |
|                  | Garage | Weight Bench promaxina      |                      | Passed its useful life      | Y |  |
| 200066           | PB-228 | Raco Stump Grinder          | 1635025487/RG1675A   | To old & costly to repair   | Y |  |
| Military Surplus | PD     | Club Car Carryall Golf Cart | JG0024-896956        | Unsure of running condition | Y |  |
| Military Surplus | PD     | Club Car Carryall Golf Cart | JG0146-091456        | Unsure of running condition | Y |  |
| Military Surplus | PD     | Club Car Carryall Golf Cart | JG9716-568937        | Unsure of running condition | Y |  |
| Military Surplus | PD     | Club Car Carryall Golf Cart | PG0131-043171        | Unsure of running condition | Y |  |
| Military Surplus | PD     | Club Car Carryall Golf Cart | JG0427-404189        | Unsure of running condition | Y |  |
| Military Surplus | PD     | EzGo Golf Cart              | 2719209-ST SPORT 2X2 | Unsure of running condition | Y |  |
|                  | PD     | 2002 Global Elec. Motor Car | 5ASAG47462FO1858     | End of Life Service         | Y |  |
|                  | PD     | 2003 Global Elec. Motor Car | 5ASAG27442FO1982     | End of Life Service         | Y |  |
| 100321           | PNZ    | 3 Drawer Filing Cabinet     |                      | replaced with new furniture | Y |  |
| 100319           | PNZ    | 3 Drawer Filing Cabinet     |                      | replaced with new furniture | Y |  |
| 100402           | PNZ    | 3 Drawer Filing Cabinet     |                      | replaced with new furniture | Y |  |

|        |        |                              |                  |                             |   |  |
|--------|--------|------------------------------|------------------|-----------------------------|---|--|
|        | PNZ    | 3 Drawer Filing Cabinet      |                  | replaced with new furniture | Y |  |
| 200170 | Street | Auger Post Hole Diggers      | Ground Hog       | Passed its useful life      | Y |  |
| 200176 | Street | 1993 Leroi Air Compressor    | 3217X1577        | Passed its useful life      | Y |  |
|        | Street | 36 inch backhoe bucket       |                  | Passed its useful life      | Y |  |
|        | Street | 4 Truck Toolboxes            |                  | Passed its useful life      | Y |  |
|        | Street | Briggs & Strat. Pres. Washer | 254422           | Passed its useful life      | Y |  |
|        | Street | Bush Hog Auger Tractor Att.  |                  | Passed its useful life      | Y |  |
|        | Street | Bush-hog                     |                  | Passed its useful life      | Y |  |
|        | Street | Echo Pole Saw                | PPT-2400         | Passed its useful life      | Y |  |
|        | Street | Honda Water pump             | 1600427          | Passed its useful life      | Y |  |
| 100454 | Street | Husky Backpack Blower        | V05BT            | Passed its useful life      | Y |  |
| 100464 | Street | Husky Chainsaw               | Rancher          | Passed its useful life      | Y |  |
|        | Street | Husq Chainsaw Rancher 450    | 4600177          | Passed its useful life      | Y |  |
|        | Street | Husq Concrete saw            | 2015270022/k970  | Passed its useful life      | Y |  |
|        | Street | Husq Concrete saw            | 20133800375/k970 | Passed its useful life      | Y |  |
|        | Street | Husq Weed eater              | 15370297         | Passed its useful life      | Y |  |
|        | Street | Husq Weed eater              | 152300629        | Passed its useful life      | Y |  |
|        | Street | Kohler Wacker Packer         | 1720400489/K91   | Passed its useful life      | Y |  |
| 102940 | Street | Mantis Mini-Tiller           | 1140076867/7940  | Passed its useful life      | Y |  |
| 100458 | Street | Partner Concrete saw         | 6090938/k650     | Passed its useful life      | Y |  |
| 100690 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 100694 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 100693 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 100691 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 100695 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 101529 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 100692 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 101530 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 102287 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 100696 | Street | Radar Sign                   | TC-500           | Passed its useful life      | Y |  |
| 100457 | Street | Stihl Concrete Saw           | B400             | Passed its useful life      | Y |  |

|        |         |                               |             |                        |   |  |
|--------|---------|-------------------------------|-------------|------------------------|---|--|
|        | Street  | Stihl Pole Saw                | HT70        | Passed its useful life | Y |  |
|        | Street  | Tractor rear blade attachment |             | Passed its useful life | Y |  |
|        | Street  | Troy-Built Weed eater         | 1B072H30223 | Passed its useful life | Y |  |
|        | Various | 2 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100258 | Various | 2 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
|        | Various | 2 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
|        | Various | 2 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100397 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100322 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100361 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100318 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100317 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100176 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100404 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100172 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100396 | Various | 3 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100257 | Various | 4 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100024 | Various | 4 Ft Table                    |             | Replaced with new      | Y |  |
|        | Various | 5 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100235 | Various | 5 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
|        | Various | 5 Drawer Filing Cabinet       |             | Replaced with new      | Y |  |
| 100026 | Various | 6 Ft Table                    |             | Replaced with new      | Y |  |
| 102575 | Various | Weight Bench Pro Maxima       |             | Replaced with new      | Y |  |



**To:** Mayor and Council  
**Date:** November 14, 2023  
**Agenda Item:** Consideration to Update the Animal Ordinances of the City of Newnan  
**Prepared By:** Brent Blankenship, Police Chief

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**Purpose:**

Consideration of adopting updated definitions to the Newnan City Ordinance Chapter 4 – Animals, to ensure that we are following the best practices and remain within the proper guidelines.

**Background:**

In 2021, the City of Newnan last updated the Ordinance of Chapter 4 – Animals. The ordinance has recently been reviewed and it was determined that further updates needed to be made. A summary of ordinance additions and changes is summarized in the attachment. The majority of changes are related to updated definitions.

**Funding:**

N/A

**Recommendation:**

It is recommended to update Chapter 4 – Animals, which has been reviewed by the City Attorney, in regard to current definitions and added verbiage.

**Attachments:**

1. Animal ordinance (Chpt 4) (7-26-2023)
2. Summary of Ordinance Changes

**Previous Discussion with Council:**

This topic has not been discussed or brought before the Council since 2021.

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
BY DELETING CHAPTER 4, ANIMALS; AND ADOPTING A NEW CHAPTER 4,  
ANIMALS; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan has previously adopted regulations concerning the treatment and maintenance of animals within the City of Newnan; and

WHEREAS, the City Council has been reviewing the City's regulations with regard to restraining animals within the City; and

WHEREAS, the City Council further has conducted a review of all of the City's regulations concerning the treatment and maintenance of animals within the City; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and welfare of the citizens, residents, property and animal owners of the City of Newnan to amend its regulations concerning the treatment and maintenance of animals within the City of Newnan by adopting revised regulations as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council for the City of Newnan and it is hereby ordained by the authority of same that Chapter 4, Animals, of the Code of Ordinances be deleted in its entirety and a new Chapter 4, Animals, be adopted to read as follows:

Section I:      CHAPTER 4, ANIMALS.

Chapter 4

**ANIMALS\***

**Article I.      In General**

- |            |                                                                                           |
|------------|-------------------------------------------------------------------------------------------|
| Sec. 4-1.  | Definitions.                                                                              |
| Sec. 4-2.  | Prohibited treatment.                                                                     |
| Sec. 4-3.  | Dangerous or vicious animals running at large generally; permit for exhibition or parade. |
| Sec. 4-4.  | Livestock and poultry running at large; picketing livestock in streets.                   |
| Sec. 4-5.  | Nuisance Animals: Animal Control Procedures.                                              |
| Sec. 4-6.  | Animal Noise.                                                                             |
| Sec. 4-7.  | Killing dangerous animals.                                                                |
| Sec. 4-8.  | Diseased animals generally.                                                               |
| Sec. 4-9.  | Location of places where animals are kept near residences.                                |
| Sec. 4-10. | Standing or parking of vehicles containing livestock.                                     |
-

- Sec. 4-11. Position of animal control officer created; police powers of animal control officer.
- Sec. 4-12. Interference with animal control officer .
- Sec. 4-13. Fees and charges for impounding, keeping and redemption of animals.
- Sec. 4-14. City designated bird sanctuary; except birds creating a nuisance.
- Sec. 4-15. Riding animals on sidewalks or private property regulated.
- Sec. 4-16. Prohibitions and Restrictions in regard to animals permitted at special events.
- Sec. 4-17. Prohibited animals.
- Sec. 4-18. Mistreatment of animals.
- Sec. 4-19. Humane treatment required.
- Sec. 4-20. Abandoning animals.
- Sec. 4-21. Animal waste.
- Sec. 4-22. Striking animals with a motor vehicle.
- Sec. 4-23. Animal fighting and training.
- Sec. 4-24. Female dogs and cats in heat.
- Sec. 4-25. Poisoning animals.
- Sec. 4-26. Disposal of dead animals.
- Sec. 4-27. Performing animal exhibits or acts.
- Sec. 4-28. Reserved.

## **Article II. Vaccination**

- Sec. 4-29. Generally.
- Sec. 4-30. Rabies vaccination.
- Sec. 4-31. Health regulations incorporated.
- Secs. 4-32 – 4-38. Reserved

## **Article III. Restraint**

- Sec. 4-39. Maintenance of premises.
- Sec. 4-40. Animal or fowl enclosures.
- Sec. 4-41. Confinement of animals generally.
- Sec. 4-42. Rabid animals or animals suspected of having rabies.
- Secs. 4-43 – 4-48. Reserved.

## **Article IV. Animal Establishments**

- Sec. 4-49. Compliance with chapter.
- Sec. 4-50. Standards for kennels.
- Sec. 4-51. Standards for pet shops.
- Secs. 4-52 – 4-58. Reserved.

## **Article V. Impoundment; Adoption**

- Sec. 4-59. Impoundment.
- Sec. 4-60. Reclaiming impounded animals.
- Sec. 4-61. Adoption.
- Sec. 4-62. Acceptance of animals for euthanasia and disposal.
- Sec. 4-63 – 4-68. Reserved.

## **Article VI. Enforcement; Penalties**

- Sec. 4-69. Enforcement responsibility.
- Sec. 4-70. Interference.
- Sec. 4-71. Right of entry.
- Sec. 4-72. Summons.
- Sec. 4-73. Penalties for violations.
- Sec. 4-74. Equipment.
- Sec. 4-75. Records to be kept.
- Sec. 4-77 – 4-78. Reserved.

## **Division 2. Dangerous Dog Control**

- Sec. 4-79. Dangerous dogs.
- Sec. 4-80. Definitions.
- Sec. 4-81. Exceptions.
- Sec. 4-82. Dog control officer.
- Sec. 4-83. Animal Control Board.
- Sec. 4-84. Investigation and classification.
- Sec. 4-85. Classification; notice and hearing.
- Sec. 4-86. Registration, insurance, notice and enforcement.
- Sec. 4-87. Restrictions on taking out of enclosures.
- Sec. 4-88. Notification of death, escape, sale or donation.
- Sec. 4-89. Confiscation; grounds; disposition.
- Sec. 4-90. Miscellaneous provisions.
- Sec. 4-91. Contracting services.

## ANIMALS

### ARTICLE I. IN GENERAL

#### **Sec. 4-1. Definitions.**

##### Sec. 4-1. - Definitions.

The following words and phrases have the following meaning for the purpose of this chapter:

*Abandonment:* Deserting or intending to give up absolutely any animal without providing adequate food, water or sanitary shelter for 24 hours or longer.

*Altered animals:* Any animal that has been spayed or neutered.

*Animal:* Any description of vertebrate, excluding Homo sapiens.

*Animal establishment:* Any pet shop, kennel, grooming shop, auction, performing animal exhibition or other facility engaged in the handling of animals, excluding licensed veterinarians and veterinary clinics and hospitals.

*Animal exhibit or show:* See performing animal exhibition or act.

*Animal shelter:* Any facility operated by any governmental entity, humane society, or other organization for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

*Animal control officer:* Designated employees or officers of the city.

*At large:* Any animal is at large when it is off the premises of the owner of the animal and is not under the control of a competent person by way of a leash or other restraining device. Voice command or use of audible signals or hand signals is not deemed to be sufficient control.

*Auctions:* Any place or facility where animals were regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. Individual sales of animals by owners are not auctions as herein defined.

*Breeder:* Any person owning unaltered animals with the intent of selling the animals' offspring.

*Cruelty:* Every act, omission or neglect whereby unjustifiable pain, suffering, maiming or death may be caused or permitted to any animals as defined in this section.

*Cat:* All members of the domestic feline family.

*Dangerous dog:* Any dog that, according to the records of an appropriate authority:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or

abrasion shall not be sufficient to classify a dog as dangerous under this definition; or

(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this definition; or

(3) While off the owner's property, kills a pet animal; provided, however, that this definition shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

*Dog:* All members of the domestic canine family, not to include wild animals.

*Domestic animal:* Any normal household pet, such as, but not limited to, dogs, cats, non-native birds, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish, or small, non-venomous reptiles or non-venomous snakes.

*Exotic pet:* An animal that is not domesticated and is not native to North America, including but not limited to, pot-bellied pigs, reptiles and arachnids.

*Feral:* an abandoned, lost or unowned animal, other than a community cat, left to fend for itself and the offspring of such animal.

*Fowl:* Any warm-blooded, feathered, flying or non-flying animals.

*Habitually:* Done regularly or frequently.

*Humane manner:* Care of an animal, to include but not be limited to safety, adequate heat, ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

*Impound:* To confine humanely while providing adequate food, water, and shelter.

*Injury:* Physical damage to the body or part of the body.

*Keeper:* Any person who:

1. Has temporarily accepted and been temporarily provided by the owner of an animal right of property in that animal or
2. Agrees to temporarily keep or harbor an animal for the owner or temporarily agree to have the animal in his or her care for the owner.

*Kennel:* Any premises wherein any person engaged in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals.

*Livestock:* Any animal that has hooves.

*Neutered:* Incapable of sexual reproduction.

*Nuisance:* An animal shall be considered a nuisance if it:

- (1) Damages, soils, defiles or defecates on private property (other than the property of the owner of the animal), or public property and recreational areas;
- (2) Causes unsanitary, dangerous or offensive conditions;
- (3) Causes a disturbance by excessive barking or other noisemaking;
- (4) Molests, attacks, or interferes with a person's public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or responsible person; or
- (5) Chases vehicles or attacks other animals.

*Owner:* Any natural person or any legal entity including, but not limited to, a corporation, partnership, firm or trust owning, possessing, harboring, keeping, or having custody or control of an animal or fowl within this state. An animal shall be deemed to be harbored if it is fed and/or sheltered for three (3) consecutive days or more. In the case of an animal owned by a minor, the term 'owner' includes the parents or person in custody of the minor. The term owner shall also include a custodian as defined in O.C.G.A. § 4-8-4.

*Performing animal exhibition:* Any spectacle, display, act or event other than circuses, in which performing animals are used. Not to include dogs shows or obedience training not for profit.

*Pet:* Any animal kept for pleasure, excluding livestock.

*Pet shop:* Any person engaged in the business of buying or selling two or more species of live animals with the intent that they be kept as pets.

*Proper enclosure:* Any enclosure for keeping an aggressive animal, dangerous dog, or vicious dog while on the owner's property. The dog shall be securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide the dog protection from the elements.

*Proper shelter:* Protective covering that provides protection from all forms of weather and consists of at least four sides, a roof, floor and an opening for ingress and egress. It should be appropriately sized for the animal.

*Rabies Certificate:* A certificate issued at the time of vaccination of a dog, cat, or ferret, which certificate shall bear thereon the signature of a licensed veterinarian; the license number; the name, color, breed, and sex of the dog or cat; the name and address of the dog's or cat's owner; and the date of the vaccination.

*Rabies Vaccination:* The injection by an authorized person of a specified dose of anti-rabic (rabies) vaccine into the body of a dog, cat, or ferret which

vaccine shall have the U.S. government license number approval stamp on the label of the vaccine container

*Rescuer:* Any individual, partnership, organization or company that takes in animals and arranges placement or adoption of said spayed/neutered animals.

*Responsible person:* Any accountable human being.

*Restraint:* An animal controlled by means of leash, chain or other like device, or secured inside a vehicle while being driven or parked, or within a secure enclosure. (Voice command, using audible signals or hand signals are not viable means of restraint.)

*Riding school or stable:* Any premises having available for hire, boarding or riding instruction, any horse, pony, donkey, mule or burro.

*Sanitary Conditions:* Any animal living space, shelter, or exercise area that is not contaminated by health hazards, irritants, pollutants, dangerous items, or conditions that endanger or pose a risk to an animal's health,

*Serious injury:* Any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death.

*Spayed:* Incapable of sexual reproduction.

*Stray animal:* Any animal running at large with no identifiable owner.

*Under control:* Any animal shall be considered under control if it is confined by fence, pen, cage, trolley system, or secure enclosure on the premises of its owner or is secured by a leash when not confined or off the premises of the owner. When secured by leash, the animal must be under the direct control of a person of sufficient size and maturity to restrain the animal from trespassing or causing injury, death, or damage to property.

*Veterinary clinic or hospital:* A clinic or hospital operated by a licensed veterinarian.

*Vicious animal:* Any animal that:

1. Bites or attempts to bite indiscriminately;
2. Has been involved in more than one biting incident; or
3. Is, in the opinion of an agent of the Animal Services Authority, a potential danger to persons or property

*Vicious dog:* A dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

This phrase shall not be construed to include dogs that are part of a governmental operation, nor a trained guard dog in performance of its duties while confined to the property of the owner or other responsible person.

*Wild animal:* Untamed animal, living in its natural state, including but not limited to alligators, crocodiles, bears, feline family (including mountain lions, pumas, lions, tigers), canine family (including wolves, wolf hybrids, coyotes, foxes), non-human primates, racoons, opossum, armadillo and snakes.

*Zoological park:* Any facility, other than a pet shop or kennel, displaying or exhibiting one or more species of non-domesticated animals, operated by a person, partnership, corporation or governmental agency.

**Cross reference—** Definitions generally, § 1-2.

Sec. 4-2. - Prohibited treatment.

It shall be unlawful for any person, either by commission or omission, to do any of the following:

- (1) Overdrive, overload, overwork, torture, beat, mutilate, kill needlessly, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat, any animal.
- (2) Fail to provide any animal with proper food consistent with the normal requirements and feeding habits of the animal's size, species and breed.
- (3) Fail to provide any animal with access to shelter adequate to protect it from all types of weather, 24 hours daily.
- (4) Fail to provide any animal access to good and wholesome fresh water at all times.
- (5) Abandon any animal.
- (6) Intentionally poison any animal.
- (7) Allow or promote any fight between animals, or allow or permit any such fight in or upon any premises in such person's possession or under such person's control.
- (8) Allow an animal to be kept in unsanitary conditions.
- (9) Keep, confine or transport an animal in other than a humane manner.

**State law reference—** Cruelty to animals, O.C.G.A. § 16-12-4.

Sec. 4-3. - Dangerous or vicious animals running at large generally; permit for exhibition act or parade.

It shall be unlawful to permit any dangerous animal or vicious animal of any kind to run at large within the city. Exhibitions or acts or parades of animals which are ferea naturea in the eyes of the law may be conducted only upon securing a permit from the chief of police.

Sec. 4-4. - Livestock and poultry running at large; picketing livestock in streets.

It shall be unlawful to permit any cattle, horse, donkey, mule, ass, swine, sheep, goats, or poultry or any other livestock or grazing type animal to run at large in any public place in the city. Any such animal running at large in any public place in the city shall be impounded in the manner provided in this chapter. It shall further be unlawful to picket or tie any such animal in any of the streets of the city for the purpose of grazing or feeding.

Sec. 4-5. - Nuisance animals; animal control procedures.

- (a) The actions of an animal constitute a public nuisance when the animal threatens the safety of, or injures a member of the general public, damages property (public or private, including other animals), interferes with the ordinary use and enjoyment of the property of others in the vicinity of where the animal is kept, or properties affected by its running at large. An animal is considered a nuisance by way of example, but not limited to, the following acts or actions:
  - (1) The animal habitually or repeatedly chases, snaps at or attacks pedestrians, bicycles or vehicles;
  - (2) The animal is allowed or permitted to damage the property of anyone other than the owner or keeper or to impede the property's ordinary use even if the property is not damaged;
  - (3) The animal's unsanitary condition causes offensive odors, filth, vermin, or disease or is dangerous to the health and safety of the animal or the community;
  - (4) The animal makes sounds, such as but not limited to, barks, whines, crows, howls, or cackles in a continuous, or unreasonable fashion to result in the serious interference with the use and enjoyment of neighboring premises or in an untimely fashion.
- (b) Animal control officer involvement and procedure:
  - (1) Upon receipt of the complaint, the animal control officer shall investigate the validity of the complaint. If the officer determines that the complaint is valid, the officer will notify the owner or keeper of the animal in writing to correct the violation;
  - (2) If the owner or keeper is found to be in violation of this section and fails to correct the violation after five business days of the notice, the animal shall be impounded and the owner or keeper shall be subject to the penalties for this chapter.

#### Sec. 4-6. - Animal noise.

No person shall keep or maintain a dog or any other animal that barks, howls or otherwise makes or causes noise in excessive, continuous or untimely fashion to the great discomfort of the peace and quiet of the neighborhood or in such a manner as to materially disturb or annoy persons in the neighborhood who are of ordinary sensibilities. Excessive shall mean noise that is discernable and can be heard inside a neighboring residential dwelling by persons of ordinary sensibilities. The court shall consider untimely fashion in individual cases and in general consider hours that persons are normally at rest.

#### Sec. 4-7. - Killing dangerous animals.

The animal control officer and members of the police department or any other person in the city are authorized to kill any dangerous animals of any kind when it is necessary for the protection of any person or property.

#### Sec. 4-8. - Diseased animals generally.

- (a) No domestic animal afflicted with a contagious or infectious disease shall be allowed to run at large or to be exposed in any public place whereby the health of man, woman, child, or other animal may be affected; nor shall such diseased animal be shipped or removed from the premises of the owner thereof, except under the supervision of the animal control officer.
- (b) It is hereby made the duty of the animal control officer to secure such disposition of any diseased animal and such treatment of affected premises as to prevent the communication and spread of the contagion or infection, except in cases where the state veterinarian is empowered to act.

Sec. 4-9. - Location of places where animals are kept near residences.

No person shall locate any stable or place where any animal identified as prohibited but permitted under section 4-18(2) within 150 feet of any residence, other than the residence of the person so keeping or having such animals, anywhere in the city.

Sec. 4-10. - Standing or parking of vehicles containing livestock.

It shall be unlawful to stand or park any vehicle containing livestock or chickens any place in the city for a period of time longer than three minutes, except for loading or unloading.

Sec. 4-11. - Position of animal control officer created; police powers of animal control officer.

The position of animal control officer is hereby created by the city council for the enforcement of ordinances and laws relating to the control of animals in the city and shall have power to issue citations for violations of this chapter.

The animal control officer under the direction of the chief of police or his designee shall be responsible for:

- (1) Ensuring that all dogs and cats in the city are inoculated against rabies as required by this chapter.
- (2) Cooperating with other authorized officers in the enforcement of the laws of the state with regard to animals, the vaccinations of dogs and cats against rabies and the disposition of animals found to be kept in violation of this article and the laws of the state.
- (3) Investigating all complaints with regard to dogs, cats and other animals.
- (4) Obtaining a search warrant to enter any premises upon which there is probable cause to believe that a violation of this chapter exists, with the search warrant, the animal control officer may enter the premises to examine and take custody of animals whenever the animal control officer determines that the action is appropriate to achieve the purpose of this chapter and in exigent circumstances.
- (5) Pursuit of animals. In exigent circumstances the animal control officer shall be authorized to follow the animal and enter upon any enclosure

or lot, public or private, within the city limits when the animal control officer has probable cause to believe that an animal is rabid, abused, neglected, dangerous, vicious, or an imminent threat to the health, welfare or safety of the general public, and to take custody of the animal, when appropriate, to achieve the purpose of this chapter.

Sec. 4-12. - Interference with animal control officer.

- (a) It shall be unlawful for any person to interfere with, hinder, or molest the animal control officer in the performance of his/her duties or to seek to release any animal in his/her custody without his/her consent or to attempt to assist the animal control officer without his/her consent, or to not provide the animal control officer with proper identification, false identification or false information or to fail to comply with the animal control officer's directions or orders.
- (b) It shall be unlawful for any person to interfere, damage, molest, move or remove any traps or restraining devices used by the animal services control officer or any contracted agency that may be used from time to time or to release any animals from any such traps or restraining devices.
- (c) The owner or keeper of an impounded animal shall pay all fees associated with the impoundment of the animal.
- (d) It shall be the animal control officer's discretion to return any animal in violation of this section to its owner or keeper, provided that the owner or keeper is present and is able to safely and humanely confine or restrain the animal.

Sec. 4-13. - Fees and charges for impounding, keeping and redemption of animals.

The fees and charges allocated and fixed by the city for taking up animals, and the fees and charges for impounding and keeping and disposing of impounded animals fixed by Coweta County shall be paid like services at the time and in the manner proscribed. The fee for redemption of impounded animals shall be in the amount set by Coweta County.

Sec. 4-14. - City designated bird sanctuary except birds constituting a nuisance.

- (a) The territory within the corporate limits of the city is hereby designated a bird sanctuary and it shall be unlawful for any person to kill, trap, hunt, shoot or attempt to shoot, willfully injure, or maim any bird or wild fowl or to rob any bird or wild fowl nests of its eggs.
- (b) Birds constituting a nuisance:
  - (1) Birds congregating in such numbers in a particular locality that they constitute a public nuisance or endanger the health of the public or damage property in the opinion of the animal control officer of the city, such officer shall meet with representatives of the Audubon Society, Bird Club, Humane Society or any other such clubs that are found to exist in the city after giving at least a three day notice of the time and

place for the meeting to representatives of such clubs prior to taking any action to abate the nuisance.

- (2) Feral or wild pigeons are deemed a public nuisance.
  - a. It shall be unlawful for any person to feed wild or feral pigeons on any public property located within the city limits unless as part of an animal control effort to control bird population.
  - b. If no satisfactory alternative is found to abate such nuisance within 30 calendar days such birds may be destroyed in such numbers and manner deemed advisable by the health authorities under the supervision of the director of public safety.

Sec. 4-15. - Riding animals on sidewalks or private property regulated.

It shall be unlawful for any person to ride a horse, donkey, mule, swine, sheep, goat or other animal on the paved or unpaved sidewalks or on private property without the owner's permission within the limits of the city. Any person violating this section shall be subject to the penalties described in section 1-14.

Sec. 4-16. - Prohibitions and restrictions in regard to animals permitted at special events.

- (a) No owner or keeper shall permit any animal, restrained or not, to be in an area in which a special event is being held pursuant to a special event permit issued under this Chapter, unless the event specifically authorizes the presence of animals.
- (b) This section does not apply to guide, hearing, or service dogs or other dogs which have been trained to accompany a person with a physical disability while being accompanied by a disabled person, or to any dog or horse in the custody or control of a law enforcement officer while the officer is in the performance of official duties.

Sec. 4-17. - Prohibited animals.

- (a) No person shall keep or maintain any wild animal or exotic pet within the city limits.
- (b) No person shall keep or maintain any cattle, horse, donkey, mule, ass, swine, sheep, goats, or any other livestock or grazing type animal within the city limits.
- (c) No person shall keep or maintain any domesticated fowl to include but not limited to chickens, ducks, geese, turkeys, guineas, pheasant, emus, ostrich or any other domesticated fowl within the city limits.
- (d) This section does not apply to zoological parks, performing animal exhibits or acts, stable, or riding school, providing the same has applied for and was granted a license or permit.
- (e) This section does not apply to those persons currently keeping or maintaining any domesticated fowl or other animals that were not

previously precluded by the ordinance. Any person having such animal must register the animal before July 1, 2010.

Sec. 4-18. - Mistreatment of animals.

- (a) No person shall starve, beat, neglect, ill-treat, torture, overload, overdrive, overwork, cruelly kill, or inflict unnecessary pain upon any animal.
- (b) No person shall leave an animal unattended in, or tethered to a standing or parked motor vehicle in a manner that endangers the health and safety of the animal or health and safety of any person.
- (c) If an animal control officer finds a violation of this section, the officer shall seize and impound the animal and leave written notice of impoundment in a conspicuous location about the premises. The animal will remain as evidence at the animal shelter pending the court's decision. If an owner or keeper is not found the animal will irrevocably become the property of the animal shelter after a three day impound period.

Sec. 4-19. - Humane treatment required.

- (a) No owner or keeper shall fail to provide clean fresh water, good wholesome food, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and humane treatment. The owner or keeper must maintain a clean environment free of accumulated waste and debris so that the animal can walk and lay down without coming into contact with any waste or debris.
- (b) Proper shelter includes a structure appropriately sized for the animal consisting of four sides, a roof, floor and an opening for ingress and egress. The structure must adequately protect the animal from harsh weather.
- (c) No person shall crop a dog's ears or tail except a licensed veterinarian.

Sec. 4-20. - Abandoning animals.

- (a) No owner or keeper shall abandon an animal.
- (b) If an animal is believed to be abandoned, a written notice must be placed in a conspicuous location about the property giving notice that the animal will be impounded if the owner or keeper does not contact the animal control officer by the date and time indicated on the notice. The notice will remain in effect for a full 24-hour period.
- (c) If the animal has not been removed after 24 hours or if animal control has not been notified that the animal is being cared for, the animal control officer shall impound the animal at the animal shelter for a period of not less than three days.

Sec. 4-21. - Animal waste.

An owner or keeper walking, exercising or otherwise having his/her animal outside the confines of his/her own property, whether public or private, shall carry and utilize a means to pick up and dispose of excreta deposited by his/her animal by way of, but not limited to, a scoop and a bag. The contents of

the bag shall be disposed of on the confines of the owner's or keeper's property or in a proper receptacle designated for such disposal.

Sec. 4-22. - Striking animals with a motor vehicle.

Any person operating a motor vehicle, who strikes a domesticated animal shall stop and render any assistance as may be possible and immediately report the injury or death to the animal control officer or other law enforcement agency.

Sec. 4-23. - Animal fighting and training.

- (a) No person shall instigate, cause to, attend, or permit any dogfight, cockfight, or any other fighting between animals or between animals and humans.
- (b) No person shall train, have equipment to, or permit the training of, any animal to attack, fight or cause injury to any domestic animal or human on any property, public or private within the city limits. Examples of training include but are not limited to:
  - (1) Any activity designated to torment, badger or bait any animal, for purpose of encouraging animals to fight;
  - (2) The use of any weights on the animal, on the animal's tethering device, or on any kind of pulling structure;
  - (3) The use of any other animals for blood sport training;
  - (4) Any other activity that the primary purpose is to train animals to be aggressive or vicious. This does not apply to animals of licensed security companies on patrol in a confined area or animals used for law enforcement purposes.

Sec. 4-24. - Female dogs and cats in heat.

Every female dog and cat in heat shall be confined in a building or secure enclosure or in a veterinary hospital or in a kennel or under control such that the female cannot come into contact with another animal, except for intentional breeding purposes.

Sec. 4-25. - Poisoning animals.

It shall be unlawful to place any substance or article which has in any manner been treated with a poisonous substance in any place accessible to human beings, birds, dogs, cats or other animals with the intent to harm or kill animals. This section, however, does not preclude the use of commercially sold rodent poisons when applied in accordance with the manufacturer's directions for such use or licensed exterminators using poison as a pest control program.

Sec. 4-26. - Disposal of dead animals.

The bodies of dead animals shall be disposed of by the owner or keeper. The owner or keeper shall not allow under any circumstances, a dead animal to remain outdoors on his/her property for longer than 24 hours unless buried.

Sec. 4-27. - Performing animal exhibits or acts.

- (a) It shall be unlawful for any animal exhibit or act or circus to induce or encourage animals to perform through the use of chemical, mechanical, electrical, or manual devices in a manner that will cause or likely to cause harm to the animal.
- (b) All equipment used on performing animals shall fit properly and be in good working order.
- (c) The animal control officer may inspect any animal exhibit or act or circus to ensure compliance with this chapter.
- (d) Failure to comply with this chapter may result in the impoundment of the animal(s) and/or the issuance of citations.

Sec. 4-28. - Microchips.

- (a) As used in this code section, the term “microchip reader” means a device designated to read microchips at 125 kHz, both encrypted and nonencrypted, 128 kHz and 134.2 kHz, and which is ISO 11784 and 11785 compliant.
- (b) When any dog, cat or other animal traditionally kept as a household pet is picked up by the Animal Warden, either dead or alive, the Animal Warden shall scan the animal for the presence of an identifying microchip thru through the use of a microchip reader. If a microchip is found, the Animal Warden shall contact the manufacturer of the microchip to ascertain owner information and make a reasonable effort to contact the owner of the animal.
- (c) The Animal Warden shall not be liable for failing to detect a microchip or failing to contact the owner of the animal. The Animal Warden shall not be required to scan any animal they deem to be too vicious or dangerous to permit safe handling.

ARTICLE II. - VACCINATION

FOOTNOTE(S):

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**State Law reference—** Control of rabies, O.C.G.A. § 31-19-1 et seq. ([Back](#))

Sec. 4-29. - Generally.

No person shall own, keep or harbor any dog or cat within the city unless such dog or cat is vaccinated as herein provided.

Sec. 4-30. - Rabies vaccination.

- (a) All dogs, cats, and ferrets over three (3) months of age within the county shall be vaccinated against rabies by a licensed veterinarian, who will issue to the owner a durable metal tag and a certificate of vaccination.
- (b) A dog, cat, or ferret less than three (3) months of age shall not be required to be vaccinated as is otherwise required by subsection (a) of

this section, but such dog, cat, or ferret must be confined to its owner's premises until it has been vaccinated.

(c) It shall be the duty of all persons owning or having charge of any dog, cat, or ferret brought into the county from outside the county to have the animal vaccinated and to obtain a vaccination certificate and metal tag within fourteen (14) days from the date of entry; however, when the owner or person having charge of such a dog, cat, or ferret produces evidence satisfactory to the county's animal services officer that the dog animal has been vaccinated by a person duly licensed to practice veterinary medicine, the dog or cat animal shall not be required to be vaccinated again until the most recent vaccination expires.

(d) All animals required to be vaccinated under this section shall be vaccinated only by a licensed veterinarian using rabies vaccine approved by the applicable state agencies. An owner or person having charge of such animal may request a three-year vaccination be administered. In the judgment of the veterinarian, the animal may be vaccinated with a one-year or three-year vaccine. The rabies vaccination certificate issued by the veterinarian must state the expiration of the vaccination period. The rabies certificate issued will reflect the expiration year certified by the veterinarian but in no case shall this be more than three (3) years from the date of vaccination.

(e) The City Council may adopt such other rabies control regulations as it deems necessary for the protection of the public health and safety.

Sec. 4-31. - Health regulations incorporated.

All rules and regulations of the county board of health and the Georgia Department of Human Resources presently existing or as adopted in the future pertaining to rabies control and vaccination are incorporated herein by reference as though fully set forth herein.

Secs. 4-32—4-38. - Reserved.

### ARTICLE III. - RESTRAINT

FOOTNOTE(S):

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**State Law reference—** Livestock running at large, O.C.G.A. § 4-3-1 et seq.; permitting dogs in heat to run at large, O.C.G.A. § 4-8-6; liability of owner or keeper of vicious or dangerous animal for injuries caused by animal, O.C.G.A. § 51-2-7. ([Back](#))

Sec. 4-39. - Maintenance of premises.

An owner or keeper of an animal shall maintain such owner's or keeper's premises in such a manner as not to constitute either a private nuisance to an adjoining property owner or a nuisance to the public generally. Pens in which animals are confined or maintained shall be cleaned regularly so that they are kept free from offensive odors that could disturb any person residing nearby said premises.

Sec. 4-40. - Animal or fowl enclosures.

Any pastures or enclosures shall at all times be kept and maintained in a proper, clean and sanitary condition, consistent with the needs of the animal involved.

Sec. 4-41. - Confinement of animals generally.

- (a) An owner of a dog, whether vaccinated or unvaccinated, residing within the city limit boundaries of the city shall confine such dog within an adequate fence or enclosure or electronic device or within a house, garage or other building, or on a leash affixed to the dog's collar and held by a competent person and adequate to prevent the dog from running at large. It shall further be the duty of any owner or keeper of any dog regardless of the size of the owner's lot or property, to keep such dog under such control as to:
  - (1) Prevent such dog from becoming a danger to persons or property at any location, or trespassing upon another person's property without that person's permission; and
  - (2) Prevent such dog from running at large upon the streets, roads, sidewalks, alleys, parks, or other public places.
- (b) It shall be unlawful for any owner or keeper of any dog to fail to keep the dog under restraint or control as provided for in this section.
- (c) Specifically, a dog is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the dog from leaving the real property limits of its owner, keeper, or custodian, and ensure that:
  - (1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition; and that such enclosure is securely locked at any time the animal is left unattended; or
  - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on the property indicating that the system is in place; or;
  - (3) It is on a leash and under the control of a competent person; or it is off leash and obedient to and under voice command of a competent person who is in the immediate proximity of the dog any time it is not restrained as provided for in subsection (1) or (2) above while on the owner's property.
  - (4) It shall be unlawful for the owner or keeper of any animal to restrain or anchor an animal by means of a tether, chain, cable, rope or cord, unless a competent person is outside with the animal and within the person's line of sight of the animal or unless the tether or other restraint is being held by a competent person.
- (d) Every female dog in heat shall be kept confined in a building or secure enclosure or in a veterinary clinic or hospital or in a kennel or under

control in such a manner that such female dog cannot come into contact with a male dog, except for intentional breeding purposes.

- (e) It shall be unlawful to allow a dog or any other animal to enter any commercial establishment where food for human consumption is located or sold unless such dog or any other animal is trained to assist physically disabled individuals.
- (f) It shall be unlawful for any person owning or having control of any chickens, ducks, horses, cows, goats, pigs or any other type of animal, livestock or other fowl within the city to permit them to run at large or be a menace or nuisance to such person's neighbors or the public in general.

Sec. 4-42. - Rabid animals or animals suspected of having rabies.

- (a) Every veterinarian shall report promptly to the Georgia Department of Human Resources and the animal control authority all cases of rabies in animals treated by such veterinarian, giving the name and address of the owner. Every veterinarian shall also report the names and addresses of the owner of any animals bitten by such rabid animal, so far as known.
- (b) Any person who knows that an animal, domestic or wild, is rabid or suspects an animal of having rabies, or knows that an animal has been bitten by a rabid animal, shall promptly report such information, to the extent known, to the Georgia Department of Human Resources and the animal control authority.
- (c) It shall be the duty of the owner, the health department, physicians, hospitals or other person or agency gaining information that any domestic animal has been bitten or is probably infected with rabies, to incarcerate or impound or have the animal incarcerated or impounded in the facility of some competent veterinarian within Coweta County, where the animal shall be held for observation for such period of time as may be reasonably necessary to determine whether the animal is infected with rabies. All costs of this incarceration shall be borne by the owner of the animal.

Secs. 4-43—4-48. - Reserved.

#### ARTICLE IV. - ANIMAL ESTABLISHMENTS

FOOTNOTE(S):

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**State Law reference**— Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.  
[\(Back\)](#)

Sec. 4-49. - Compliance with chapter.

- (a) An animal establishment shall not sell, trade or give away any animal, dog or cat over four months of age unless the animal, dog or cat has been vaccinated as required by this chapter.

- (b) The animal control officer shall be permitted to inspect any animal establishment and all animals and the premises where such animals are kept, at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.

Sec. 4-50. - Standards for kennels.

All kennels shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Standards for kennels are as prescribed in this section.

- (1) Enclosures must be provided which shall allow adequate protection against weather extremes. Floors, walls and interior runs of buildings shall be of an impervious material to permit proper cleaning and disinfecting.
- (2) Building temperature shall be maintained at a range between 45° and 80° Fahrenheit. Adequate ventilation shall be maintained.
- (3) Each animal shall have sufficient space to stand up, lie down, and turn around without touching the sides or tops of cages.
- (4) Cages are to be of material and construction that permit cleaning and sanitizing.
- (5) Cage floors shall be of an impervious material, unless radiantly heated and shall have a resting board of some type of bedding.
- (6) Runs shall provide an adequate exercise area and protection from the weather.
- (7) All animal quarters and runs are to be kept clean, dry and in a sanitary condition.
- (8) The food shall be free from contamination, and shall be wholesome and of sufficient quantity and nutritive value to meet normal daily requirements for the condition and size of the animal.
- (9) All animals shall have fresh water available at all times.

Sec. 4-51. - Standards for pet shops.

All pet shops, including shops operated in conjunction with another facility, shall in addition to the other requirements of this chapter comply with the minimum standards of this section. Standards for pet shops are as prescribed in this section.

- (1) *Water:* There shall be available hot water at a minimum temperature of 160 degrees for washing cages and disinfecting and cold water easily accessible to all parts of the shop. Fresh water and food for consumption shall be available to all spaces of animals at all times. Containers are to be cleaned and disinfected each day.
- (2) *Room temperature:* The room temperature of the shop shall be maintained at a range between 45° and 80° Fahrenheit. Adequate ventilation shall be maintained.

- (3) *Cages and enclosures:* All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn and stretch out to the animal's full length.

Secs. 4-52—4-58. - Reserved.

#### ARTICLE V. - IMPOUNDMENT; ADOPTION

Sec. 4-59. - Impoundment.

Any animal at large or otherwise in violation of the provisions of this chapter may be impounded in the Coweta County Animal Shelter in accordance with Coweta County's Animal Control Ordinances.

Sec. 4-60. - Reclaiming impounded animals.

- (a) The owner of an animal impounded in the Coweta County Animal Shelter may reclaim the animal, upon presenting evidence satisfactory to the county animal control authority of compliance with all provisions of this chapter, and upon payment of fees and charges as levied by the county, and which fees and charges shall not be in lieu of any fine or penalty otherwise provided by law.
- (b) Fees for reclaiming impounded animals, including per-day board, shall be as determined from time to time by the Board of Commissioners of Coweta County and listed in its schedule of fees and charges.

Sec. 4-61. - Adoption.

Adoption of animals impounded at the Coweta County Animal Shelter shall be in accordance with Coweta County's Animal Control Ordinances.

Sec. 4-62. - Acceptance of animals for euthanasia and disposal.

Acceptance of animals for euthanasia and disposal at the Coweta County Animal Shelter shall be in accordance with Coweta County Animal Control Ordinances.

Secs. 4-63—4-68. - Reserved.

#### ARTICLE VI. - ENFORCEMENT; PENALTIES

Sec. 4-69. - Enforcement responsibility.

The provisions of this chapter shall be enforced by the animal control officer and by the city's police department.

Sec. 4-70. - Interference.

No person shall interfere with, hinder or molest the animal control officer or any other officer in the performance of his/her duty or seek to release any animal in the custody of the animal control officer, except as herein provided.

Sec. 4-71. - Right of entry.

- (a) The animal control officer, police officers and other enforcement officers of the city are hereby authorized to obtain a search warrant to enter any premises upon which there is probable cause to believe that a violation of this chapter exists, with the search warrant, the animal control officer may enter the premises to examine and take custody of animals whenever the animal control officer determines that the action is appropriate to achieve the purpose of this chapter and in exigent circumstances.
- (b) The animal control officer shall be authorized to follow the animal and enter upon any enclosure or lot, public or private, within the city limits when the animal control officer has probable cause to believe that an animal is rabid, abused, neglected, dangerous, vicious, or an imminent threat to the health, welfare or safety of the general public, and to take custody of the animal, when appropriate, to achieve the purpose of this chapter and exigent circumstances.
- (c) The animal control officer may take all necessary steps to remove any animal locked in a closed vehicle if the animal is subject to danger of injury due to temperature. The operator of the vehicle will be charged with cruelty to animals as defined in this chapter. No injunction or claim for damages may be placed against the animal control officer or the city's police officers of this action.

Sec. 4-72. - Summons.

Representatives of the animal control officer and officers of the city's police department are hereby authorized to issue a summons to any person for violation of any provision of this chapter. The summons shall be in a form approved by the city's municipal court, shall designate the offense charged, and shall require the person so charged to appear before the city's municipal court on a date certain to answer the charges therein contained.

Sec. 4-73. - Penalties for violations.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished as provided in section 1-14 of chapter 1 of the Code of Ordinances.

Sec. 4-74. - Equipment.

The animal control officer is authorized to employ any equipment he/she deems necessary to enforce the provisions of this chapter, including, but without limitation to making available, humane wire box traps; and the animal control officer may, subject to conditions he/she may determine, loan such traps or other equipment to private persons for the purpose of preventing nuisances resulting from animals at large.

Sec. 4-75. - *Records to be kept.*

It shall be the duty of the animal control officer to keep or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into his/her custody.

Secs. 4-76. - *Animal Bites.*

It is unlawful for any person having possession, custody, control, or ownership of an animal to allow that animal to bite a human being. Animal Bite means any part of the body of a person which has been seized with the teeth so that skin of the person has been wounded, bruised, pierced or scratched that was caused by any contact with the tooth or mouth of the animal. It will be the Animal Control Officer's discretion if the animal is impounded or allowed to remain at home during the mandatory 10-day quarantine per rabies control protocol. It will also be the Animal Control Officer's discretion if the Dog is deemed Dangerous or Vicious under Sec. 4-79.

If the Animal Control Officer allows a home quarantine, the owner, keeper, or custodian must not allow the dog off of the property for 10 days.

Animals must be kept inside the home during quarantine at all times.

Exception: Dogs being walked on a leash, on the property only, to use the restroom. The animal must only come in contact with the persons the animal was already living with inside the home. Animal must be contained in another area of the home if persons not living in the home visit. Failure to comply with any of these provisions of this chapter will result in the impoundment of the animal.

The only exception would be if the animal MUST go to the Veterinarian for treatment. The owner, keeper or custodian of the animal must contact the Animal Warden to notify them of the incident immediately. The animal must be on leash or in a crate/carrier to be transported to the Veterinarian.

Dog Bite Exceptions.

(1) A law enforcement officer carrying out the law enforcement officer's official duties

Secs. 4-77 -- 4-78. - Reserved.

ARTICLE VII. - DANGEROUS AND VICIOUS DOG CONTROL

FOOTNOTE(S):

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**State Law reference**— Dangerous Dog Control Law, O.C.G.A. § 4-8-21 et seq.  
[\(Back\)](#)

Sec. 4-79. - Dangerous dogs.

This article is enacted pursuant to the authority contained in O.C.G.A. § 4-8-20 et seq., and any ambiguities or conflicts in this article shall be interpreted in light of those provisions of state law.

Sec. 4-80. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal control officer* means an individual selected by the governing authority or local government to aid in the administration and enforcement of the provisions of this article.

*Dangerous dog* means any dog that, according to the records of an appropriate authority:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this definition; or
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this definition; or
- (3) While off the owner's property, kills a pet animal; provided, however, that this definition shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

*Governing authority* means the City of Newnan.

*Local government* means the city of a contracting municipality of the county or the county.

*Owner* means any natural person or any legal entity, including but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping or having custody or control of a dangerous dog or potentially dangerous dog within this state.

*Proper enclosure* means any enclosure for keeping an aggressive animal, dangerous dog, or vicious dog while on the owner's property. The dog shall be securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide the dog protection from the elements.

*Records of an appropriate authority* means records of any state, county or municipal law enforcement agency; records of any county or municipal animal control agency; records of any county board of health; records of any federal, state or local court; or records of an animal control officer provided for in this article.

Serious injury means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death

*Vicious animal* means any animal that:

1. Bites or attempts to bite indiscriminately;
2. Has been involved in more than one biting incident; or
3. Is, in the opinion of an agent of the Animal Services Authority, a potential danger to persons or property

*Vicious dog* means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

Sec. 4-81. - Exceptions.

A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog or potentially dangerous dog within the meaning of this article. A dog shall not be a dangerous dog or a potentially dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the dog and had in the past been observed or reported to have tormented, abused or assaulted the dog; or was committing or attempting to commit a crime.

Sec. 4-82. - Animal control officer.

- (a) The city manager shall appoint an animal control officer who shall have the following duties:
- (1) To make such investigations and inquiries as may be necessary to identify dangerous dogs and dangerous dog owners within the city.
  - (2) To classify or reclassify dogs as dangerous dogs or as potentially dangerous dogs.
  - (3) To follow all post-classification procedures as set out in this article and to present evidence at any hearings held pursuant to this article.
  - (4) To issue certificate of registration to owners of dangerous dog and potentially dangerous dogs.
  - (5) To assure that dangerous dogs and potentially dangerous dogs are properly enclosed in accordance with the terms of this article.
  - (6) To confiscate and in certain cases in accordance with this article destroy certain dangerous and potentially dangerous dogs.
  - (7) To prosecute violations of this article as provided by law.
- (b) In lieu of such appointment by the city manager, the city manager shall be able to contract with the county to provide for the appointment of an animal control officer, who shall perform all of the duties set forth in this article.

Sec. 4-83. - Animal control board.

- (a) The mayor and council shall appoint an animal control board that shall be made up of five members who shall serve a two year staggered term with three members appointed every two years. Members shall receive such compensation, unless otherwise provided, and shall conduct hearings as required by O.C.G.A. § 4-8-24 and section 4-72.
- (b) In lieu of such an appointment by the mayor and council, the mayor and council shall be able to contract with the county to provide for the appointment of an animal control board; the terms of such appointments and compensation to be as provided by the county ordinance establishing such board; and the board shall conduct hearings as required by O.C.G.A. § 4-8-24 and section 4-72 of this Code.

Sec. 4-84. - Investigation and classification.

Upon receiving a report of a dog believed to be subject to classification as a dangerous or vicious dog within the City of Newnan, the Animal Control Officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous or vicious dog. The Animal Control Officer may make such investigations and inquiries as may be necessary to identify dangerous and vicious dogs and their respective owners within the City of Newnan for the enforcement of this article.

Sec. 4-85. - Classification of a dangerous or vicious dog; notice to owner and hearing.

- (a) When an animal control officer classifies any dog as a dangerous or a vicious dog under this article, the animal control officer shall notify the dog's owner within 72-hours of such classification. The notice to the owner shall meet the following requirements:
  - (1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address.
  - (2) The notice shall include a summary of the animal control officer's determination of the dog's classification as a dangerous or a vicious dog.
  - (3) The notice shall be dated and shall state that the owner has a right to request a hearing on the classification within seven (7) days after the date shown on the notice.
  - (4) The notice shall state that the animal services board shall conduct the hearing.
  - (5) The notice shall state that if the owner does not request such a hearing within the allotted time, the classification of the dog as a dangerous or vicious dog shall become effective for all purposes under this article.
  - (6) The notice shall include a form to request a hearing before the animal services board and shall provide specific instructions on mailing or delivering such a request.
  - (7) The notice shall include the requirements for possession and confinement of a dangerous or vicious dog in accordance with state and local laws, which may be amended from time to time.

(b) A dog that is found, after notice and opportunity for hearing as provided in this section, to have caused serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012 shall count for purposes of this subsection.

(c) When the animal control board receives a request for a hearing, as provided in subsection (c) of this section, it shall schedule such hearing within 30 days after receiving the request. The board shall notify the dog owner in writing by certified mail of the date, time, and place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence, and, in addition thereto, the governing authority or board shall receive such other evidence and hear such other testimony as the governing authority or board may find reasonably necessary to make a determination either to sustain, modify or overrule the animal control officer's classification of the dog.

(d) Within ten days after the date of the hearing, the board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous dog or a potentially dangerous dog, the notice shall specify the date upon which that determination is effective.

Sec. 4-86. – Requirements for possession and confinement of a dangerous or vicious dog.

(a) Any owner, possessor, guardian, or custodian of a dangerous or vicious dog shall be jointly and severally responsible with all other owners, possessors, guardians, or custodians of such dog for compliance with the requirements of this chapter within thirty (30) days from the date of the dog being declared, or within thirty (30) days from the hearing.

(b) No person shall own, possess, keep, harbor, be issued a certificate of registration for, or have custody or control of a dangerous dog or vicious dog except in compliance with all the following requirements:

(1) In addition to the requirements set forth in Article IV, owners, possessors, guardians, or custodians who maintain their dangerous or vicious dog out-of-doors shall install or maintain a perimeter fence no less than six (6) feet in height above ground on their property. Within this perimeter fence, the dangerous or vicious dog must be humanely confined inside a pen or kennel consisting of the minimum dimensions of ten (10) feet by ten (10) feet and at least six (6) feet in height above ground). The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two (2) feet into the ground or sunken into a concrete pad. The gate to the kennel shall be inward-opening and shall be kept locked, except

when tending to the animal's needs such as providing food and water or cleaning the kennel.

(2) It shall be unlawful for the owner, possessor, guardian, or custodian of a dangerous or vicious dog to allow the dog to be outside of its Proper Enclosure as provided for in Article IV and subsection (b)(1), above, unless the dog is properly muzzled by a muzzle or device constructed so as to prevent the animal from biting, and the dog is attended by the owner, possessor, guardian, or custodian, and the dog is restrained by a secure collar and leash of sufficient strength to prevent escape and under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary. The leash shall be no longer than six (6) feet in length. It shall be unlawful for the owner of a dangerous or vicious dog to permit the dog to be unattended with minors.

(3) The premises where a dangerous dog or vicious dog is kept shall be posted with clearly visible signs purchased from animal services as follows:

(a) Driveway entrance signs. These signs shall be conspicuously displayed at all driveway entrances to the premises where the dog is kept.

(b) Residential ingress/egress. These signs shall be displayed at each ingress/egress where the dog is being kept.

(c) Perimeter fence signs. These signs shall be displayed every fifty (50) feet, with a minimum of two (2) signs, as well as a sign on each ingress and egress point.

(d) Kennel/Pen signs. These signs shall be displayed on each side of the enclosure with a minimum of four signs as well as a sign on each ingress and egress point to the enclosure.

(4) The owner of a dangerous or vicious dog shall maintain a policy of general or specific liability insurance insuring the owner of the dangerous or vicious dog against liability for any bodily injury or property damage caused by the dog which policy shall be issued by an insurer authorized to transact business in the state. The minimum amount shall be \$500,000.00 for a dangerous dog and \$1,000,000.00 for a vicious dog.

(5) Animal control officers shall have the right to inspect randomly and without notice a dangerous or a vicious dog which is required to be confined pursuant to this chapter.

(6) The owner of a dangerous or vicious dog shall have a microchip containing an identification number and capable of being scanned and injected under the skin between the shoulder blades of the dog.

(7) The owner of a dangerous or vicious dog shall register the animal annually with animal services. The annual fee for registration shall be \$500.00 for a dangerous dog and \$1,000.00 for a vicious dog.

Sec. 4-87. –Registration of dangerous and vicious dogs.

(a) No dangerous or vicious dog shall be permitted to remain within the city without a certificate of registration issued in accordance with the provisions of this section. The owner of a dangerous or vicious dog shall pay an annual registration fee and shall register such dog as a dangerous or vicious dog according to the classification and determination previously made under this article. No dangerous or vicious dog shall be registered unless the owner can provide sufficient evidence that all the applicable provisions of this article have been and are being met.

(b) Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile. The registration shall be renewed annually or upon the earlier transfer of ownership or possession of a dangerous dog or a change in the location of the dangerous dog's primary habitat. At the time of renewal of a certificate of registration for a vicious dog, the animal control officer shall verify that the owner is continuing to comply with the provisions of this article. Failure to renew a certificate of registration within ten (10) days of the renewal date or initial classification date shall constitute a violation of this article.

(c) The owner of a classified dog who moves from one jurisdiction within the State of Georgia to the county shall register the classified dog with the county within ten (10) days of becoming a county resident and notify the animal services of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into the county from another state shall register the dog as required by this article within thirty (30) days of becoming a county resident.

(d) Issuance of a certificate of registration, or the renewal of a certificate of registration by the county, does not warrant or guarantee that the requirements of this article are maintained by the owner of a dangerous dog or vicious dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.

(e) No certificate of registration shall be issued to any person who has been convicted of two or more violations of the Act.

(f) No person shall be the owner of more than one classified dog.

(g) No certificate of registration for a vicious dog shall be issued to any person (or to any person residing with such person) who has been convicted (from the time of conviction until two years after completion of his or her sentence) of:

- 1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;
- (2) The felony of dogfighting as provided for in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or
- (3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. § 16-13-31.1.

Sec. 4-88 . Transfer of ownership or possession.

(a) Upon the transfer of ownership or possession of any dangerous dog, the transferor shall provide animal services officer with the name, address, and telephone numbers of the new owner of the dog and of the effective date of the transfer. It shall be unlawful to transfer ownership or possession of any dangerous dog to any transferee residing in Coweta County, Georgia.

(b) Any transferee of a dangerous dog shall be presumed to have notice of the dog's classification as such.

(c) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

Sec. 4-89. Restrictions on taking out of enclosures.

(a) It is unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.

(b) It is unlawful for the owner of a potentially dangerous dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial chain or leash and under the restraint of a responsible person.

Sec. 4-90. - Notice to animal services.

The owner of a dangerous or vicious dog shall notify animal services in writing within 24 hours of the occurrence of any one of the following events:

(1) The dog has escaped or has otherwise ceased to be in the custody of the owner for any reason, unless the owner knows such dog to be physically secured and restrained or confined in the custody of another competent adult.

(2) Such dog has attacked a human being or other animal.

(3) Such dog has been sold, given, or otherwise transferred to the ownership or possession of another person.

(4) The dog has died or has been euthanized.

(5) The dog is leaving the City of Newnan.

Sec. 4-91. - Confiscation; grounds; disposition.

(a) Animal Control shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.

(b) A dangerous or vicious dog shall be immediately confiscated by any animal services officer in the case of any violation of this article. A refusal to surrender a dog subject to confiscation shall be a violation of this article.

(c) The owner of any dog that has been confiscated pursuant to this article may recover such dog upon payment of reasonable confiscation and housing costs and proof of compliance with the provisions of this article. All fees and charges for services shall be paid prior to owner

recovering the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.

(d) In the event the owner has not complied with the provisions of this article within fourteen (14) days of the date the dog was confiscated, such dog shall be humanely euthanized in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

(e) The provisions of this section shall govern, as to dangerous or vicious dogs, over any contrary provisions of this chapter.

Sec. 4-92. - Miscellaneous provisions.

- (a) The animal control officer's authority to investigate shall include the power to enter onto public and private property for the purpose of periodic inspection.
- (b) The animal control officer shall maintain a copy of all state and local laws applicable to dangerous dogs and vicious dogs which records shall be available for inspection by the public during regular business hours. The animal warden shall not be authorized to interpret these laws nor to give advice
- (c) Animal services shall report to the district attorney the conduct of any owner which the animal services officer believes may constitute a felony under the Act.
- (d) Animal services shall report to the solicitor the conduct of any owner that the animal services officer reasonably believes may constitute a misdemeanor under the Act.to owners.
- (e) This article is adopted pursuant to O.C.G.A. § 4-8-20 et seq. to implement the duties for which the city is responsible under state law. This article shall not be construed to impose any additional duties or liability on the city or on its officers and employees or to waive any immunity that is currently provided by law.
- (f) This article shall be null, void and without effect upon repeal of O.C.G.A. § 4-8-20 et seq. by the Georgia Legislature.

Sec. 4-93. - Contracting services.

The mayor and council, pursuant to the authority granted by O.C.G.A. § 4-8-22, shall be able to contract or enter into agreements with the county, and/or other local governments for joint animal control services for the provision of animal control services required by O.C.G.A. § 4-8-20 et seq., or this article and for the separate or joint use of personnel, facilities, boards and equipment used in the provision and enforcement of such services.

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**Sec. 4-91. Contracting services.**

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and/or other local governments for joint animal control services for the provision of animal control services required by O.C.G.A. § 4-8-20 et seq., or this division and for the separate or joint use of personnel, facilities, boards and equipment used in the provision and enforcement of such services.

Section II: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section III: This ordinance shall become effective on the date of adoption.

ADOPTED in open session, regularly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Megan Shea, City Clerk

\_\_\_\_\_  
L. Keith Brady, Mayor

REVIEWED AS TO FORM:

\_\_\_\_\_  
C. Bradford Sears, Jr., City Attorney

\_\_\_\_\_  
Dustin Koritko, Mayor Pro-Tem

\_\_\_\_\_  
Cleatus Phillips, City Manager

\_\_\_\_\_  
George M. Alexander, Councilmember

\_\_\_\_\_  
Cynthia E. Jenkins, Councilmember

\_\_\_\_\_  
Rhodes H. Shell, Councilmember

\_\_\_\_\_  
Raymond F. DuBose, Councilmember

\_\_\_\_\_  
Paul Guillaume, Councilmember

**Definitions:****Dangerous Dog:****Current:**

Dangerous dog means that, according to the records of an appropriate authority the dog:

- (1) Inflicts a severe injury on a human being without provocation on public or private property at any time after March 31, 1989; or
- (2) Aggressively bites, attacks or endangers the safety of humans without provocation after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.

**Proposed:**

Dangerous dog: Any dog that, according to the records of an appropriate authority:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this definition; or
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this definition; or
- (3) While off the owner's property, kills a pet animal; provided, however, that this definition shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

**Feral:****Current:**

Feral: An animal that was domesticated at one time, but now lives in the wild or that has been born in the wild and has not been domesticated.

**Proposed:**

Feral: an abandoned, lost or unowned animal, other than a community cat, left to fend for itself and the offspring of such animal.

**Keeper:****Current:**

Keeper: Any person who has control of or responsibility for one or more animals.

**Proposed:**

**Keeper:** Any person who:

1. Has temporarily accepted and been temporarily provided by the owner of an animal right of property in that animal or
2. Agrees to temporarily keep or harbor an animal for the owner or temporarily agree to have the animal in his or her care for the owner.

**Owner:**

**Current:**

Owner: Any person owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

**Proposed:**

Owner: Any natural person or any legal entity including, but not limited to, a corporation, partnership, firm or trust owning, possessing, harboring, keeping, or having custody or control of an animal or fowl within this state. An animal shall be deemed to be harbored if it is fed and/or sheltered for three (3) consecutive days or more. In the case of an animal owned by a minor, the term 'owner' includes the parents or person in custody of the minor. The term owner shall also include a custodian as defined in O.C.G.A. § 4-8-4.

**Proper Enclosure:**

**Current:**

None

**Proposed:**

Proper enclosure: Any enclosure for keeping an aggressive animal, dangerous dog, or vicious dog while on the owner's property. The dog shall be securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide the dog protection from the elements.

**Rabies Certificate:**

**Current:**

None

**Proposed:**

Rabies Certificate: A certificate issued at the time of vaccination of a dog, cat, or ferret, which certificate shall bear thereon the signature of a licensed veterinarian; the license number; the name, color, breed, and sex of the dog or cat; the name and address of the dog's or cat's owner; and the date of the vaccination.

**Rabies Vaccination:**

**Current:**

None

**Proposed:**

Rabies Vaccination: The injection by an authorized person of a specified dose of anti-rabic (rabies) vaccine into the body of a dog, cat, or ferret which vaccine shall have the U.S. government license number approval stamp on the label of the vaccine container

**Sanitary Conditions:**

**Current:**

None

**Proposed:**

Sanitary Conditions: Any animal living space, shelter, or exercise area that is not contaminated by health hazards, irritants, pollutants, dangerous items, or conditions that endanger or pose a risk to an animal's health,

**Serious Injury:**

**Current:**

None

**Proposed:**

Serious injury: Any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or a physical injury that results in death.

**Under Control:**

**Current:**

Under control: Any animal shall be considered under control if it is confined by fence, pen, cage, electronic device, chain, leash or secure enclosure to the premises of its owner, of sufficient strength to prevent it from escaping from the premises of its owner, or is restrained by leash, chain or lead or confined in an automobile when away from the premises of the owner.

**Proposed:**

Under control: Any animal shall be considered under control if it is confined by fence, pen, cage, trolley system, or secure enclosure on the premises of its owner or is secured by a leash when not confined or off the premises of the owner. When secured by leash, the animal must be under the direct control of a person of sufficient size and maturity to restrain the animal from trespassing or causing injury, death, or damage to property.

**Wild Animal:**

**Current:**

Wild animal: Untamed animal, living in its natural state, including but not limited to alligators, crocodiles, bears, feline family (including mountain lions, pumas, lions, tigers), canine family (including wolves, wolf hybrids, coyotes), non-human primates, and snakes.

**Proposed:**

Wild animal: Untamed animal, living in its natural state, including but not limited to alligators, crocodiles, bears, feline family (including mountain lions, pumas, lions, tigers), canine family (including wolves, wolf hybrids, coyotes, foxes), non-human primates, raccoons, opossum, armadillo and snakes.

**New to Ordinance:**

Sec. 4-28. - **Microchips.**

- (a) As used in this code section, the term “microchip reader” means a device designated to read microchips at 125 kHz, both encrypted and nonencrypted, 128 kHz and 134.2 kHz, and which is ISO 11784 and 11785 compliant.
- (b) When any dog, cat or other animal traditionally kept as a household pet is picked up by the Animal Warden, either dead or alive, the Animal Warden shall scan the animal for the presence of an identifying microchip thru through the use of a microchip reader. If a microchip is found, the Animal Warden shall contact the manufacturer of the microchip to ascertain owner information and make a reasonable effort to contact the owner of the animal.
- (c) The Animal Warden shall not be liable for failing to detect a microchip or failing to contact the owner of the animal. The Animal Warden shall not be required to scan any animal they deem to be too vicious or dangerous to permit safe handling.

**Update Ordinance:**

**Current:**

Sec. 4-30. - Rabies vaccination.

(a) All dogs and cats over four months of age within the county shall be vaccinated against rabies once each year by a licensed veterinarian, who will issue to the owner a durable metal tag and a certificate of vaccination approved by the Georgia Department of Human Resources. Tags must be attached to the collar or harness of a dog and be worn at all times except by show dogs at showtime. Tags need not be worn by cats. Tags are not transferable from one dog or cat to another dog or cat.

(b) The city council may adopt such other rabies control regulations as it deems necessary for the protection of the public health and safety.

**Proposed:**

**Sec. 4-30. - Rabies vaccination.**

(a) All dogs, cats, and ferrets over three (3) months of age within the county shall be vaccinated against rabies by a licensed veterinarian, who will issue to the owner a durable metal tag and a certificate of vaccination.

(b) A dog, cat, or ferret less than three (3) months of age shall not be required to be vaccinated as is otherwise required by subsection (a) of this section, but such dog, cat, or ferret must be confined to its owner's premises until it has been vaccinated.

(c) It shall be the duty of all persons owning or having charge of any dog, cat, or ferret brought into the county from outside the county to have the animal vaccinated and to obtain a vaccination certificate and metal tag within fourteen (14) days from the date of entry; however, when the owner or person having charge of such a dog, cat, or ferret produces evidence satisfactory to the county's animal services officer that the dog animal has been vaccinated by a person duly licensed to practice veterinary medicine, the dog or cat animal shall not be required to be vaccinated again until the most recent vaccination expires.

(d) All animals required to be vaccinated under this section shall be vaccinated only by a licensed veterinarian using rabies vaccine approved by the applicable state agencies. An owner or person having charge of such animal may request a three-year vaccination be administered. In the judgment of the veterinarian, the animal may be vaccinated with a one-year or three-year vaccine. The rabies vaccination certificate issued by the veterinarian must state the expiration of the vaccination period. The rabies certificate issued will reflect the expiration year certified by the veterinarian but in no case shall this be more than three (3) years from the date of vaccination.

(e) The City Council may adopt such other rabies control regulations as it deems necessary for the protection of the public health and safety.

**New to Ordinance:**

**Secs. 4-76. - Animal Bites.**

It is unlawful for any person having possession, custody, control, or ownership of an animal to allow that animal to bite a human being. Animal Bite means any part of the body of a person which has been seized with the teeth so that skin of the person has been wounded, bruised, pierced or scratched that was caused by any contact with the tooth or mouth of the animal. It will be the Animal Control Officer's discretion if the animal is impounded or allowed to remain at home during the mandatory 10-day quarantine per rabies control protocol. It will also be the Animal Control Officer's discretion if the Dog is deemed Dangerous or Vicious under Sec. 4-79.

If the Animal Control Officer allows a home quarantine, the owner, keeper, or custodian must not allow the dog off of the property for 10 days. Animals must be kept inside the home during quarantine at all times. Exception: Dogs being walked on a leash, on the property only, to use the restroom. The animal must only come in contact with the persons the animal was already living with inside the home. Animal must be contained in another area of the home if persons not living in the home visit. Failure to comply with any of these provisions of this chapter will result in the impoundment of the animal.

The only exception would be if the animal MUST go to the Veterinarian for treatment. The owner, keeper or custodian of the animal must contact the Animal Warden to notify them of the incident immediately. The animal must be on leash or in a crate/carrier to be transported to the Veterinarian.

Dog Bite Exceptions.

- (1) A law enforcement officer carrying out the law enforcement officer's official duties

### **Dangerous Dog Control – request update.**

**Current:** (only enclosed parts of ordinance changed)

**Proposed:** (all below listings are proposed changes to include verbiage updates)

Dangerous dog means any dog that:

[1]Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;

[2]Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

[3]While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Proper enclosure means an enclosure for keeping a dangerous dog or potentially dangerous dog while on the owner's property securely confined indoors or in a securely enclosed and locked pen, fence or structure, suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape whether from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.

Sec. 4-84. - **Investigation and classification.**

Upon receiving a report of a dangerous dog or vicious dog within an animal control officer's jurisdiction from a law enforcement agency, animal control agency, rabies control officer or county board of health, the animal control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this article.

Sec. 4-85. - **Classification; notice and hearing.**

(a)As applied to the owners of vicious dogs, the procedures provided for in this section must be carried out as a necessary condition for the enforcement of the provisions of this article against such owners. As applied to the owners of dangerous dogs, the procedures provided for in this section shall not be an essential element of any crime provided for in this article.

(b)When a dangerous dog or a vicious dog is classified as such, the animal control officer shall notify the dog's owner of such classification.

(c)The notice to the owner shall meet the following requirements:

(1)The notice shall be in writing and mailed in duplicate by first class mail and by certified mail to the owner's last known address.

(2)The notice shall include a summary of the animal control officer's findings that formed the basis for the dog's classification as a dangerous or vicious dog.

(3)The notice shall be dated and shall state that the owner, within 15 days after the date shown on the notice, has a right to request a hearing on the animal control officer's determination that the dog is a dangerous dog or vicious dog.

(4)The notice shall state that the hearing, if requested, shall be before the animal control board.

(5)The notice shall state that if a hearing is not requested, the animal control officer's determination that the dog is a dangerous dog or a vicious dog will become effective for all purposes under this article on a date specified in this notice, which shall be after the last day on which the owner has a right to request a hearing.

(6)The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such request to the agency.

(d)When the animal control board receives a request for a hearing, as provided in subsection (c) of this section, it shall schedule such hearing within 30 days after receiving the request. The board shall notify the dog owner in writing by certified mail of the date, time, and place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence, and, in addition thereto, the governing authority or board shall receive such other evidence and hear such other testimony as the governing authority or board may find reasonably necessary to make a determination either to sustain, modify or overrule the animal control officer's classification of the dog

.(e)Within ten days after the date of the hearing, the board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice shall specify the date upon which that determination is effective.

Sec. 4-86. - **Registration, insurance, notice and enforcement.**

The animal control officer shall issue a certification of registration to the owners of dangerous and vicious dogs when the owner shows the animal control officer sufficient evidence of the following:

(1)For a vicious dog:

.A proper enclosure sufficient to confine the dog

b.The posting on the premises where the dog is located with a clearly visible sign warning that there is a vicious dog located on the premises and containing a symbol reasonably calculated to inform children of the presence of the potentially dangerous dog

.(2)For a dangerous dog:

a.A proper enclosure sufficient to confine the dog

.b.The posting on the premises where the dog is located with a clearly visible sign warning that there is a dangerous dog located on the premises and containing a symbol reasonably calculated to inform children of the presence of the dangerous dog.

c.An insurance policy in the amount of at least \$15,000.00 issued by a surety company authorized to do business in the state, payable to any person or persons injured by a dangerous dog

.(3)The annual fee for the certificate of registration shall be \$500.00. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, an animal control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dangerous dog or vicious dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this article.

( Ord. No. 2021-17 , 10-12-21)

Sec. 4-87. - **Restrictions on taking out of enclosures.**

(a)It is unlawful for an owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.(b)It is unlawful for the owner of a vicious dog to permit the dog to be outside a proper enclosure unless the dog is restrained by a substantial chain or leash and under the restraint of a responsible person.

( Ord. No. 2021-17 , 10-12-21)

Sec. 4-88. - **Notification of death, escape, sale or donation.**

The owner of a dangerous or vicious dog shall notify the animal control officer if the owner is moving from the animal control officer's jurisdiction. The owner of a dangerous dog or potentially dangerous dog who is a new resident of the state shall register the dog as required in this section within 30 days after becoming a resident. The owner of a dangerous dog or vicious dog who moves from one jurisdiction to another within the state shall register the dangerous dog or vicious dog in the new jurisdiction within ten days after becoming a resident.

( Ord. No. 2021-17 , 10-12-21)

Sec. 4-89. - **Confiscation; grounds; disposition.**

(a)A dangerous dog shall be immediately confiscated by the animal control officer or by a law enforcement officer or by another person authorized by the animal control officer if the:(1)Owner of the dog does not secure the liability insurance or bond required by section 4-86;(2)Dog is not validly registered as required by section 4-86(3);(3)Dog is not maintained in a proper enclosure; or(4)Dog is outside a proper enclosure in violation of section 4-86(2).(b)A vicious dog shall be confiscated in the same manner as a dangerous dog if the dog is:(1)Not validly registered as required by section 4-86(3);(2)Not maintained in a proper enclosure; or(3)Outside a proper enclosure in violation of section 4-86(1).(c)Any dog that has been confiscated under the provisions of subsection (a) or (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of reasonable confiscation costs. If the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, such dog shall be destroyed in an expeditious and humane manner.



**To:** Mayor and Council

**Date:** November 14, 2023

**Agenda Item:** Consideration to Adopt the Probation and Rehabilitation Services Agreement between the City of Newnan and the Judge of the Municipal Court

**Prepared By:** Jada Blankenship, Municipal Court Manager

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**Purpose:**

Consideration to adopt the Probation and Rehabilitation Services Agreement between the City of Newnan and the Judge of the Municipal Court. In accordance with the ordinance adopted by council on 10/24/23, the Municipal Court is seeking approval of a new Agreement finalizing the creation of the Newnan Probation Department.

**Background:**

The Newnan Municipal Court has historically contracted with private probation entities to provide monitoring services for our defendants.

**Funding:**

The court ordered supervision fees collected from adjudicated defendants.

**Recommendation:**

It is my recommendation that the Council approve the agreement providing for the provision of probation services for the Municipal Court.

**Attachments:**

1. PROBATION AND REHABILITATION SERVICES AGREEMENT 11-7-2023

**Previous Discussion with Council:**

On August 22, 2023, the Consideration for the Establishment of In-House probation came before council and approval was given to apply for in-house probation with the Department of Community Supervision. On October 24, 2023, an ordinance was adopted by council allowing for Municipal Probation Services.

**PROBATION AND REHABILITATION SERVICES AGREEMENT BY AND BETWEEN  
THE CITY OF NEWNAN, GEORGIA AND THE JUDGE OF THE MUNICIPAL COURT  
OF THE CITY OF NEWNAN**

This Probation and Rehabilitation Services Agreement (hereinafter, the "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Newnan, Georgia, chartered and existing under the laws of the State of Georgia (hereinafter, the "City") and the Presiding Judge of the Municipal Court of the City of Newnan (hereinafter, the "Judge") under the specific authority of O.C.G.A. §42-8-101(b)(2) to wit:

*"Upon the request of the judge of the municipal court of any municipality or consolidated government of a municipality and county of this state and with the express written consent of such judge, the governing authority of such municipality or consolidated government shall be authorized to establish a probation system to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for person convicted in such court and placed on probation."*

**WITNESSETH**

**WHEREAS**, the City is a municipal corporation chartered and existing under the laws of the State of Georgia; and

**WHEREAS**, H. Clay Collins is the Judge of the Municipal Court of the City of Newnan; then

**THEREFORE**, in consideration of the mutual undertakings and covenants contained herein, and for other and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Newnan and the Municipal Court of the City of Newnan hereby enter into this Agreement under the terms and conditions provided herein and as follows:

- A. Responsibilities of the Probation Office of the Municipal Court of the City of Newnan (hereinafter, the "Probation Office"). The Probation Office shall provide services for the supervision, counseling, rehabilitation and collection of court-ordered fines of probationers assigned to the probation entity by the Municipal Court of the City of Newnan (hereinafter the "Court") in accordance with the following:
  - 1. Compliance with Statutes and Rules. The Probation Office shall comply with all laws applicable to the provision and management of probation services in Georgia and shall also comply with all standards, rules and regulations promulgated by the Department of Community Supervision (hereinafter,

- DCS). Any and all probation management activities and/or reporting activities performed by the Probation Office pursuant to this Agreement must be accomplished in strict compliance with any and all applicable Federal and Georgia laws and DCS Rules, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws or the DCS Rules and any terms, conditions, stipulations, etc., listed herein, the Probation Office shall provide written notification to the City and to the Judge and shall act in accordance with the law unless the City provides alternative written direction. In addition, the Probation Office shall work with the Court to prepare an amendment to bring the term, condition, stipulation, etc., into compliance with the law and shall forward that amendment to the City for consideration.
2. **Records and Confidentiality.** The Probation Office shall keep all reports, files, records and papers in its office in the Court building. Such reports, files, records and papers shall be maintained in accordance with the Open Records Act. The Probation Office shall create and maintain individual files for each offender receiving services in accordance with this Agreement. The Probation Office shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement in accordance with applicable law. These records, files and papers shall be available only to the City, the Judge handling the case, the Department of Audits and Accounts, the Department of Corrections, the DCS, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-9-109.2 and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.
  3. **Financial Records.** The Probation Office shall maintain financial records according to generally accepted accounting practices.
  4. **Qualifications and Training.** The Probation Office shall have at least one supervisor with five years' experience in corrections, parole, or probation services. Any person employed as and using the title of probation officer must undergo a background check by DCS. In accordance with O.C.G.A. §42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience' provided, however, that any person employed as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of

probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer. Nor shall any person convicted with the past ten years of a misdemeanor that involved elements of violence, dishonesty or making a false statement be employed as a probation officer. The Probation Office shall ensure that officer personnel continue to meet all probation officer employment requirements set forth in the DCS Rules, as amended from time to time.

The Probation Office shall employ competent and able personnel to provide services and shall ensure that such individuals meet the following minimum requirements:

- a. Be at least 18 years of age at the time of employment or start of service in the position.
  - b. Have a high school diploma or equivalent.
  - c. Complete a 16-hour initial orientation program within 6 months of appointment and 8 hours annually of in-service continuing education training consisting of a curriculum approved by the Misdemeanor Probation Oversight Unit (MPOU) of the DCS Rules, as amended from time to time.
5. Criminal History and Background Check. The Probation Office represents and warrants that all employees have had or shall have criminal history and background checks by the DCS and have given or shall give the DCS written consent to conduct periodic criminal history checks.
  6. Officer per Probationer Ratio and Standards of Supervision. The Probation Office shall manage caseload limits so as not to exceed one probation officer per three hundred probationers to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court. Probation Officers shall make not less than one field or office contact per probationer per month or basic supervision nor less than two field or office contacts per probationer per month for intensive supervision. Probation Officers shall meet all probation entity standards related to staffing levels and standards of supervision, including the type and frequency of contacts, in accordance with all rules of DCS.
  7. Location of Probation Office. The Probation Office shall be located in the City of Newnan Municipal Court building.
- B. Reports. The Probation Office shall provide to the Judge who approved this Agreement and to the City's designee and to the MPOU (hereinafter, the "Board")

a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying the amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

At least annually on July 31<sup>st</sup>, the Probation Office shall provide a report to the Court and the City that includes all information set forth in the preceding four quarterly reports. The Probation Office shall provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. The Probation Office shall provide such reports to the Court or the City governing authority within ten days of the written request of the Court or the City.

#### C. Procedures.

Collections. The Probation Office shall follow collection procedures for handling court-ordered fines, fees, and restitution that meet the requirements of applicable law and comply with current rules of the Department of Community Supervision. The Probation Office shall only charge probation supervision fees authorized by law, and shall ensure that it charges no more than three months of charges for pay-only probation services, regardless of the duration of such services. The Probation Office shall deliver over to the Court at least monthly all funds paid by probationers, including funds due for Probation Fees. The City shall pay Crime Victim Emergency Fund ("CVEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer. The City shall provide to the Court proof of payment made to victims.

The Probation Office shall tender to the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 5th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection. In the event the City cannot locate the victim, payment shall be retained by the City. The Probation Office shall credit payments of funds to in the following order of priority: 1) restitution 2) Fines, 3) court costs and surcharges, 4) probation fees to include GCVEF. The Probation Office shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fee authorized by this Agreement.

Significant Financial Hardship or Indigence, Pay-Only Cases, Consecutive Sentences. The Probation Office shall follow procedures designed to ensure compliance with applicable laws related to fines and fees imposed on individuals who are indigent, experience significant financial hardship, are on probation solely due to inability to pay the entire amount at once, or who are on consecutive sentences. The Probation Office agrees to follow procedures that comply with O.C.G.A. §42-8-102, 103, & 103.1, as amended from time to time, and affirms that these procedures and all amendments to these procedures are designed to comply with O.C.G.A. Section 42-8-102, 103, and 103.1, and all other applicable law.

#### D. Access to Probation Office Records.

1. All records shall be open to inspection upon the request of the City, the Court, the Department of Audits and Accounts, an auditor appointed by the City, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the Board of Community Supervision. The Probation Office shall fully cooperate with the inspection of records, and shall provide timely and complete access to such records upon request.

2. Fiscal Audit: The City shall employ an independent auditor to annually audit its records and books pertaining to the services rendered to the court. A written copy of this audit shall be provided to the Court and the City within 180 days of the close of the year audited.

#### E. Conflict of Interest per O.C.G.A 42-8-109

1. Employees and agents of the Probation Office shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation services provider under applicable law or which interferes with or conflicts with its duties and responsibilities under this Agreement.
2. Employees and agents of the Probation Office shall not have personal or business dealings, including the lending of money, with probationers under their supervision.
3. Employees and agents of the Probation Office shall not own, operate or otherwise have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4. Employees and agents of the Probation Office shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Probation Office. The Probation Office shall provide the following services:

1. Court Attendance and Probationer Case History. During all court sessions, the Probation Office shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2. Supervision. The Court shall have the sole responsibility of determining the conditions of probation and the appropriate service(s) for each probationer. In general, the Probation Office shall monitor and supervise probationers to ensure compliance with the Court's order of probation. The Probation Office shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. The Probation Office shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. The Probation Office shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer. The Probation Office shall provide probationer a written receipt and balance statement after each payment.

- a. Offenders determined by the Court to have a significant financial hardship. Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or the City. An offender determined by the Court to be indigent shall be supervised at no cost to the probationer or the Court or the City.
- b. A schedule of allowed Probation Fees shall be attached to the Contract as Exhibit A. The Probation Office may only charge fees found in Exhibit A.
- c. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs and restitution in full without penalty. No prepayment shall be allocated to Probation Fees not yet due and payable.

- d. The Probation Office shall give clear instruction to probationers on how to request from the Court that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give the Probation Office direction as to the amount of credit to be given per hour of eligible community service when the Court has ordered that community service is an allowable alternative.
- e. The Probation Office shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing. The Probation Office's internal policies shall include scheduling of a hearing to review significant financial hardship when the probationer asserts inability to make required payments.

4. Community Service. The Probation Office shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. The Probation Office will maintain records of service participation.

- a. The Probation Office shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein.
- b. The Probation Office shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.
- c. The Probation Office shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Probation Office shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. The Probation Office shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers.
- d. The Probation Office may require additional reports to probation as a result of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, the Probation Office shall promptly

bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

- e. The Probation Office shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance.
- f. Community service of offenders determined by the Court to have a significant financial hardship shall be supervised at no cost to the probationer or the Court or the City. An offender determined by the Court to be indigent shall have his or her community service supervised at no cost to the probationer or the Court or the City.

5. Employment Assistance. The Probation Office shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6. Drug/Alcohol Screening. The Probation Office shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. The Probation Office shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing at the rate found in Exhibit A, which shall be reasonable in relation to the cost of each test and the standard charge in the industry.

- a. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, the Probation Office shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, the Probation Office shall require such evaluation within the first 60 days of probation.
- b. Whenever a probationer is required by sentence of the Court to obtain counseling for substance abuse, anger or violence issues, or other mental health issues, the Probation Office shall require prompt proof of the beginning of such counseling from the probationer within the time limit set by the Court. If no time limit is set by the sentence, the Probation Office shall require such evaluation within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.
- c. The Probation Office may require additional reports to probation as a result of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, the Probation Office shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.
- d. The Probation Office shall deliver no evaluation or treatment services of any kind to probationers.

- e. The Probation Office shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.
- f. The Probation Office shall establish and comply with written internal policies giving probation officers standards for average frequency of drug testing for probationers subject to such testing.

7. Electronic Monitoring. The Probation Office, when so ordered, shall provide and operate a system of electronic home detention monitoring.

8. Reports of Violations Probation and Revocation Procedures. The Probation Office shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide the Probation Office with direction of what constitutes a substantial failure to comply with probation terms and conditions. The Probation Office shall prepare probation violation warrants and orders for submission to the Court. The Probation Office shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. Minor violations of probation although not cause for revocation shall be included in the regular reports made to the Court under this Agreement. The Court shall provide the Probation Office direction as to what curative measures should be taken in the case of minor violations.

9. Pre-sentence Investigations. When directed by the Court, the Probation Office shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant.

10. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in the paragraph herein below, the Probation Office shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, fees or other sums; failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, the Probation Office shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing.

Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for

court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

11. Pretrial Intervention and Diversion Program. In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Newnan Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates the Probation Office to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

#### OBLIGATIONS OF THE COURT OR THE CITY

The Court shall provide the following:

##### F. Probation Fee.

The Court shall make payment of the applicable Probation Fee (set forth in Exhibit A) a term and condition of the order of probation for each probationer assigned for supervision to Probation Office unless the Court determines the probationer to be indigent or to have a significant financial hardship that warrants waiver or modification of the fee. Neither the Court nor the City shall be liable for payment of any supervision fee or any program fee of a probationer.

##### G. Access to Criminal Histories.

The Court shall assist the Probation Office in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for the Probation Office to conduct pre-sentence or probationer investigations as may be requested

##### H. Notice of Court Sessions.

The Court shall provide the Probation Office ten days advance notice of all court sessions that the Probation Office is required to attend.

#### I. Court Facilities.

The Court shall provide to the Probation Office an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

#### J. Period of Service.

The Probation Office shall continue performance in accordance with this Agreement, which shall expire on January 1, 2025. At the discretion of the City or the Court, this Agreement may be terminated upon giving 90 days notice to the other party of the intent to terminate. Unless terminated, this Agreement shall automatically renew annually on January 1<sup>st</sup> of each year commencing January 1, 2024 and continuing for five years until January 1, 2029.

### REPRESENTATIONS AND WARRANTIES OF PROBATION OFFICE

#### K. Deficiency in Service by Probation Office.

In the event that the Court and/or the City determines that there are deficiencies in the services provided by the Probation Office hereunder, the Court and/or City may terminate this Agreement in accordance with Section J or notify the Probation Office in writing as to the exact nature of such deficiency. Within ten days of receipt of such notice, the Probation Office shall cure or take reasonable steps to cure the deficiencies. In the event the Probation Office fails to cure or take reasonable steps to cure the deficiencies either the Court or the governing authority may declare the Probation Office in default and may terminate this Agreement.

#### L. Time is of the Essence of this Agreement.

#### M. Compliance with the Law.

The Probation Office shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

#### N. Entire Agreement.

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective

unless in writing and signed by all parties to include the Court, the City and its governing authority, and the Probation Office.

#### O. Binding Agreement.

This Agreement shall not be binding upon any successor to the undersigned Judge of the Court and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then the Probation Office shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office.

The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of the Court and the City and the Probation Office. The same is applicable to change in leadership of the Governing Authority.

The Probation Office may not delegate, assign or subcontract any performance obligation under the Agreement and may not assign any right under this Agreement, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement be in writing and shall be made by registered or certified mail, return receipt requested, to:

City's Address: 25 LaGrange Street, Newnan, GA 30263.

Municipal Court's Address: 1 Joseph Hannah Blvd., Newnan, GA 30263.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY OF NEWNAN

By:

\_\_\_\_\_  
Mayor

Name: Keith Brady

Date: \_\_\_\_\_

APPROVED BY JUDGE OF MUNICIPAL COURT

Signature: \_\_\_\_\_

Name: H. Clay Collins, Esq.

Date: \_\_\_\_\_

APPROVED BY CITY ATTORNEY AS TO FORM

Signature: \_\_\_\_\_

Name: C. Bradford Sears, Jr., Esq.

Date: \_\_\_\_\_

EXHIBIT "A"

COST AND FEE SCHEDULE

**STANDARD MONITORING SERVICES**

| SERVICES                  | RATE                       |
|---------------------------|----------------------------|
| Probation Supervision Fee | \$40/month                 |
| Drug Testing              | \$20/test                  |
| Lab Confirmation          | \$25 (drug)/\$25 (alcohol) |
| Warrant Fee               | \$50                       |
| Credit Card Service Fee   | 4%                         |



**To:** Mayor and Council

**Date:** November 14, 2023

**Agenda Item:** Consideration of Ordinance for adoption of local amendments to the plumbing code

**Prepared By:** Bill Stephenson, Chief Building Official

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**Purpose:**

Adopt Ordinance to Amend the Plumbing Code in order to comply with the agreement between Newnan Utilities and the Metropolitan North Georgia Water Planning District as part of the Comprehensive Water Resources Management Plan.

**Background:**

A resolution supporting such changes to the plumbing code was adopted by Council on October 10, 2023 and such document has been filed with the Georgia Department of Community Affairs. As recommended by the City Attorney, an ordinance to amend the Code of Ordinance reflecting such changes is now being presented for consideration.

**Funding:**

N/A

**Recommendation:**

Adopt

**Attachments:**

1. Plumbing Code for Water Efficiency Ordinance (11-2-2023)
2. Attachment B\_20231102172239
3. Attachment A\_20231102172154

**Previous Discussion with Council:**

Originally presented to Council on October 10, 2023

**ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF NEWNAN, GEORGIA  
ADOPTION OF LOCAL AMENDMENTS TO PLUMBING CODE FOR WATER  
EFFICIENCY UNDER SEC. 5-72, CODE AMENDMENTS, OF CHAPTER 5,  
BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES  
OF THE CITY OF NEWNAN**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the City of Newnan’s jurisdiction is the Georgia State Minimum Standard Plumbing Code (“Georgia Plumbing Code”) as approved and adopted by the Georgia Department of Community Affairs (“DCA”) from time to time; and

**WHEREAS**, the City of Newnan, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors; and

**WHEREAS**, the City of Newnan has followed the required procedures in O.C.G.A. § 8-2-25(c) for local adoption of the Local Amendments to Plumbing Code for water efficiency, and DCA has recommended that they be adopted’ and

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the City of Newnan and water efficiency is essential to meeting this need; and

**WHEREAS**, the City of Newnan is adopting the Local Amendments to Plumbing Code to meet this critical need and to comply the requirements of Metropolitan North Georgia Water Planning District’s 2022 Water Resources Plan in the WSWC-8 Action Item on Metro Water District – Water Efficiency Code Requirements.

**NOW, THEREFORE, BE IT ORDAINED and it is hereby ordained by the authority of same as follows:**

1. The governing body of the City of Newnan finds that, based on local climatic, geographic, topographic, and public safety factors, it is justified in adopting the water efficiency requirements in the Local Amendments to Plumbing Code that are more stringent than the Georgia Plumbing Code;
2. The City of Newnan has followed the required procedures in O.C.G.A. § 8-2-25(c).

3. The City of Newnan hereby adopts the Local Amendments to Plumbing Code shown in redline in Attachment A, which will take effect on January 1, 2024, and shown as accepted in Attachment B.

4. The Local Amendments shall appear and Sec. 5-72, Code Amendments, of Chapter 5, Buildings and Building Regulations of the Code of Ordinances of the City of Newnan

ADOPTED IN OPEN SESSION, REGULARLY ASSEMBLED this \_\_\_\_\_ 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

\_\_\_\_\_  
Cynthia E. Jenkins, Councilmember

\_\_\_\_\_  
Cleatus Phillips, City Manager

\_\_\_\_\_  
George M. Alexander, Councilmember

\_\_\_\_\_  
Rhodes H. Shell, Councilmember

\_\_\_\_\_  
Raymond F. DuBose, Councilmember

\_\_\_\_\_  
Paul Guillaume, Councilmember

## ATTACHMENT "B"

**Chapter 2, Section 202 General Definitions.** Add in alphabetical order and revise, as applicable, the following definitions:

**KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR.** A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

**LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR.** A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

### **LANDSCAPE IRRIGATION.**

**Flow sensor.** An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

**Lawn or Landscape Irrigation system.** An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

**Master shut-off valve.** An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

**Pressure regulating device.** A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

**Rain sensor shut-off.** An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

**WaterSense irrigation controller.** Is a weather-based or soil moisture-based irrigation controller labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

**WaterSense spray sprinkler bodies.** A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency’s WaterSense program.

**SHOWER HEAD.** A shower head that allows a flow of no more than the average of 2.0 gallons of water per minute at 80 pounds per square inch of pressure, is listed in the WaterSense

Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

**Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

**Exceptions:**

1. Blowout design water closets having a water consumption not greater than 3<sup>1</sup>/<sub>2</sub> gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4<sup>1</sup>/<sub>2</sub> gallons (17 L) per flushing cycle.
4. Laundry tray sinks and service sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4  
MAXIMUM FLOW RATES AND CONSUMPTION FOR  
PLUMBING FIXTURES AND FIXTURE FITTINGS

| PLUMBING FIXTURE<br>OR FIXTURE FITTING | MAXIMUM FLOW RATE<br>OR QUANTITY <sup>b</sup> |
|----------------------------------------|-----------------------------------------------|
|----------------------------------------|-----------------------------------------------|

|                                                   |                                                       |
|---------------------------------------------------|-------------------------------------------------------|
| Lavatory faucet and replacement aerators, private | WaterSense Labeled & 1.2 gpm at 60 psi <sup>f</sup>   |
| Lavatory faucet, public (metering)                | 0.25 gallon per metering cycle                        |
| Lavatory, public (other than metering)            | 0.5 gpm at 60 psi                                     |
| Showerhead <sup>a</sup>                           | WaterSense Labeled & 2.0 gpm at 80 psi <sup>f</sup>   |
| Kitchen faucet and replacement aerators           | 1.8 gpm at 60 psi <sup>f, g</sup>                     |
| Urinal                                            | 0.5 gallon per flushing cycle <sup>f</sup>            |
| Water closet                                      | 1.28 gallons per flushing cycle <sup>c, d, e, f</sup> |

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,  
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

**604.4.1 Clothes Washers.** Residential clothes washers shall be in accordance with the Energy Star program requirements.

**604.4.2 Cooling Tower Water Efficiency.**

**604.4.2.1 Once-Through Cooling.** Once-through cooling using potable water is prohibited.

**604.4.2.2 Cooling Towers and Evaporative Coolers.** Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

**604.4.2.3 Cooling Tower Makeup Water.** Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO<sub>3</sub> exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

**604.4.3 Landscape Irrigation System Efficiency Requirements.** The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

**604.4.3.1 Avoiding Water Waste Through Design.** All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

**604.4.3.2 Landscape Irrigation System Required Components.** All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof overhangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
  - (a) a WaterSense irrigation controller; and
  - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

**Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems.** Revise Section 1304.3.2 to read as follows:

**1304.3.2 Connections to water supply.** Reclaimed water provided from a reclaimed wastewater treatment system permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

**Appendix E, Section E101.1.2.** Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

## ATTACHMENT "A"

**Chapter 2, Section 202 General Definitions.** Add in alphabetical order and revise, as applicable, the following definitions:

**KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR.** A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than ~~1.820~~ gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

**LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR.** A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than ~~1.25~~ gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

### LANDSCAPE IRRIGATION.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

Lawn or Landscape Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve, installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controllers labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

**SHOWER HEAD.** A shower head that allows a flow of no more than the average of 2.05 gallons of water per minute at 860 pounds per square inch of pressure, ~~and is listed in the WaterSense~~

Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

**Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

**Exceptions:**

1. Blowout design water closets having a water consumption not greater than 3½ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4½ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and service sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4  
MAXIMUM FLOW RATES AND CONSUMPTION FOR  
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| PLUMBING FIXTURE<br>OR FIXTURE FITTING | MAXIMUM FLOW RATE<br>OR QUANTITY <sup>b</sup> |
|----------------------------------------|-----------------------------------------------|
|----------------------------------------|-----------------------------------------------|

|                                                   |                                                            |
|---------------------------------------------------|------------------------------------------------------------|
| Lavatory faucet and replacement aerators, private | WaterSense Labeled & 1.25 gpm at 60 psi <sup>f</sup>       |
| Lavatory faucet, public (metering)                | 0.25 gallon per metering cycle                             |
| Lavatory, public (other than metering)            | 0.5 gpm at 60 psi                                          |
| Showerhead <sup>a</sup>                           | WaterSense Labeled & 2.5 2.0 gpm at 80 60 psi <sup>f</sup> |
| Kitchen Sink faucet and replacement aerators      | 2.0 1.8 gpm at 60 psi <sup>f, g</sup>                      |
| Urinal                                            | 0.5 gallon per flushing cycle <sup>f</sup>                 |
| Water closet                                      | 1.28 gallons per flushing cycle <sup>c, d, e, f</sup>      |

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,  
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

**604.4.1 Clothes Washers.** Residential clothes washers shall be in accordance with the Energy Star program requirements.

**604.4.2 Cooling Tower Water Efficiency.**

**604.4.2.1 Once-Through Cooling.** Once-through cooling using potable water is prohibited.

**604.4.2.2 Cooling Towers and Evaporative Coolers.** Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

**604.4.2.3 Cooling Tower Makeup Water.** Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO<sub>3</sub> exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

**604.4.3 Landscape Irrigation System Efficiency Requirements.** The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. **Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.**

**604.4.3.1 Avoiding Water Waste Through Design.** All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

**604.4.3.2 Landscape Irrigation System Required Components.** All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof overhangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
  - (a) a WaterSense irrigation controller; and
  - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

**Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems.** Revise Section 1304.3.2 to read as follows:

**1304.3.2 Connections to water supply.** Reclaimed water provided from a reclaimed wastewater treatment ~~system~~ facility permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

**Appendix E, Section E101.1.2.** Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

Green Top Road, LLC and Pulte Group Home  
Company, LLC  
163.61 ± acres, located on Green Top Road  
Land Lots 86 and 107, 5<sup>th</sup> Land District, Coweta  
County, Georgia  
Tax Parcels #085086001, 0855086003, 0855107002,  
And southern portion of 0855107003

**ORDINANCE TO ANNEX TO THE EXISTING CORPORATE LIMITS OF THE CITY OF  
NEWNAN, GEORGIA CERTAIN UNINCORPORATED LAND ADJOINING THE  
EXISTING CORPORATE LIMITS OF SAID CITY IN ACCORDANCE WITH SECTION  
36-36-21 OF THE OFFICIAL CODE OF GEORGIA, AND FOR OTHER PURPOSES**

BE IT ORDAINED, by the Mayor and City Council of the City of Newnan, and it is hereby ordained by authority of the same and by the authority granted to the governing authority of the City of Newnan by Section 36-36-21, Official Code of Georgia, annotated, that the following described property is hereby annexed and shall hereinafter be treated and considered as a part of the corporate limits of the City of Newnan, Georgia, to-wit:

All that tract or parcel of land lying and being in Land Lots 86 and 107 of the 5<sup>th</sup> Land District of Coweta County, Georgia, containing 163.61± acres and being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

BE IT FURTHER ORDAINED, that said property is annexed into the corporate limits of the City of Newnan subject to the following conditions:

See Exhibit "B" attached hereto and by reference made a part hereof for conditions.

BE IT FURTHER ORDAINED that said property annexed be zoned PDR (Planned Residential Development District subject to the conditions set out herein above and as provided in the separate rezoning ordinance adopted in connection herewith.

BE IT FURTHER ORDAINED that said property is hereby incorporated into the City of Newnan's Election District 2.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

BE IT FURTHER ORDAINED that should any phrase, clause, sentence, or section of this Ordinance be deemed unconstitutional by a Court of competent jurisdiction, such determination shall not effect the remaining provisions of this Ordinance, which provisions shall remain in full force and effect.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon adoption and as provided in O.C.G.A. §36-36-2.

DONE, RATIFIED AND PASSED by the City Council of the City of Newnan, Georgia, this \_\_\_\_ day of \_\_\_\_\_, 2023 in regular session assembled.

ATTEST:

\_\_\_\_\_  
Megan Shea, City Clerk

\_\_\_\_\_  
L. Keith Brady, Mayor

REVIEWED AS TO FORM:

\_\_\_\_\_  
Dustin Koritko, Mayor Pro-Tem

\_\_\_\_\_  
C. Bradford Sears, Jr., City Attorney

\_\_\_\_\_  
George M. Alexander, Councilmember

\_\_\_\_\_  
Cleatus Phillips, City Manager

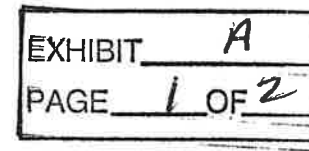
\_\_\_\_\_  
Cynthia E. Jenkins, Councilmember

\_\_\_\_\_  
Rhodes H. Shell, Councilmember

\_\_\_\_\_  
Raymond F. DuBose, Councilmember

\_\_\_\_\_  
Paul Guillaume, Councilmember

## EXHIBIT "A"



### SUBJECT PROPERTY

#### Surveyed Property Line Description for Overall Parcel

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lots 86 & 107 of the 5th District, Coweta County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument found at the intersection of the of the southerly right-of-way of Greentop Road (80' right-of-way) and the easterly line of Land Lot 107, said point being the POINT OF BEGINNING;

Thence leaving said right-of-way running along said Land Lot Line South 01 degrees 02 minutes 16 seconds West 2598.70 feet to a nail set on the westerly right-of-way of CSX Railroad (200' right-of-way);

Thence along said right-of-way South 24 degrees 31 minutes 01 seconds West 446.64 feet to a 3/4" open top pipe found;

Thence along said right-of-way South 24 degrees 38 minutes 13 seconds West 276.24 feet to a point;

Thence along said right-of-way South 26 degrees 19 minutes 03 seconds West 205.83 feet to a point;

Thence along said right-of-way South 31 degrees 46 minutes 53 seconds West 192.25 feet to a point;

Thence along said right-of-way South 38 degrees 03 minutes 23 seconds West 142.35 feet to a 3/4" open top pipe found;

Thence along said right-of-way South 38 degrees 03 minutes 23 seconds West 46.00 feet to a point;

Thence along said right-of-way South 44 degrees 18 minutes 48 seconds West 191.04 feet to a point;

Thence along said right-of-way South 50 degrees 07 minutes 53 seconds West 188.10 feet to a point;

Thence along said right-of-way South 54 degrees 04 minutes 43 seconds West 114.00 feet to a point;

Thence along said right-of-way South 55 degrees 17 minutes 43 seconds West 277.55 feet to a nail set;

Thence leaving said right-of-way North 01 degrees 06 minutes 31 seconds East 1217.08 feet to a 3/4" open top pipe found;

Thence North 01 degrees 06 minutes 33 seconds East 47.50 feet to a 3/4" open top pipe found on the southerly line of Land Lot 107;

Thence along said Land Lot Line North 87 degrees 59 minutes 59 seconds West 301.24 feet to a 1.25" open top pipe found;

Thence along said property line North 87 degrees 54 minutes 45 seconds West 738.25 feet to a 1" open top pipe found;

Thence leaving said Land Lot Line North 01 degrees 09 minutes 38 seconds East 199.99 feet to a 1" square iron found;

Thence North 00 degrees 54 minutes 49 seconds East 1311.40 feet to a #4 rebar found;

Thence North 01 degrees 08 minutes 19 seconds East 1089.83 feet to a 2" open top pipe found on the southerly right-of-way of Greentop Road (80' right-of-way);

Thence along said right-of-way North 75 degrees 20 minutes 01 seconds East 389.18 feet to a point;

Thence along said right-of-way a curve to the left an arc length of 394.77 feet, said curve having a radius of 14779.60 feet, and being subtended by a chord of 394.75 feet, at North 74 degrees 07 minutes 33 seconds East to a point;

Thence along said right-of-way North 74 degrees 40 minutes 46 seconds East 228.35 feet to a point;

Thence along said right-of-way a curve to the right an arc length of 534.96 feet, said curve having a radius of 2484.30 feet, and being subtended by a chord of 533.93 feet, at North 83 degrees 17 minutes 14 seconds East to a point;

Thence along said right-of-way North 89 degrees 05 minutes 11 seconds East 148.73 feet to a point;

Thence along said right-of-way North 89 degrees 53 minutes 07 seconds East 208.79 feet to a point;

Thence along said right-of-way South 89 degrees 55 minutes 43 seconds East 358.04 feet to a concrete monument found, said point being the POINT OF BEGINNING;

Said tract or parcel contains 163.61 Acres (7126809 Square Feet), more or less.

GPS NOTES

- 1) HORIZONTAL DATA IS RANG 23  
VERTICAL DATA IS NAVD 88
- 2) THE HORIZONTAL BASELINE AND ELEVATION  
FOR THE SEPARATE POINTS FOR THE SURVEY  
WAS OBTAINED USING A TRAVELER 8500  
GPS RECEIVER WITH A TRAVELER 1502 DATA  
COLLECTOR RECEIVING GPS CORRECTIONS AS  
A CELL PHONE FROM THE GPS SOLUTIONS  
REAL TIME NETWORK THE TECHNIQUE USED  
WAS RTK CORRECTED MEASUREMENTS FROM  
THE TRAVELER IRS REAL TIME NETWORK  
OPERATED BY THE GPS SOLUTIONS INC.  
THE RELATIVE POSITIONING ACCURACY OBTAINED  
WAS 1 CM HORIZONTAL IN THIS SURVEY  
WAS 0.04 M, HORIZONTAL AND 0.07 FT  
VERTICAL AT THE 95% CONFIDENCE LEVEL

OMEGA FIRE INSURANCE COMPANY  
SECTION 2 SCHEDULE B - EXCEPTIONS  
COMMITMENT NUMBER 70-127  
EFFECTIVE DATE MAY 31 2021 AT 5:03 PM

[illegible]

LEGEND

[illegible]

L.L. 106 L.L. 107  
L.L. 87 L.L. 86

[illegible]

TO GREEN TOP ROAD, LLC, KATE BARRON BRADY, JANE BARRON, SANDRA BARRON CLOVER, WILLIAM F. LEE, JR. MARTHA LEE  
DAN, ROBERT L. LEE, FULTON HOME COMPANY, LLC AND CHICAGO FIRE INSURANCE COMPANY.

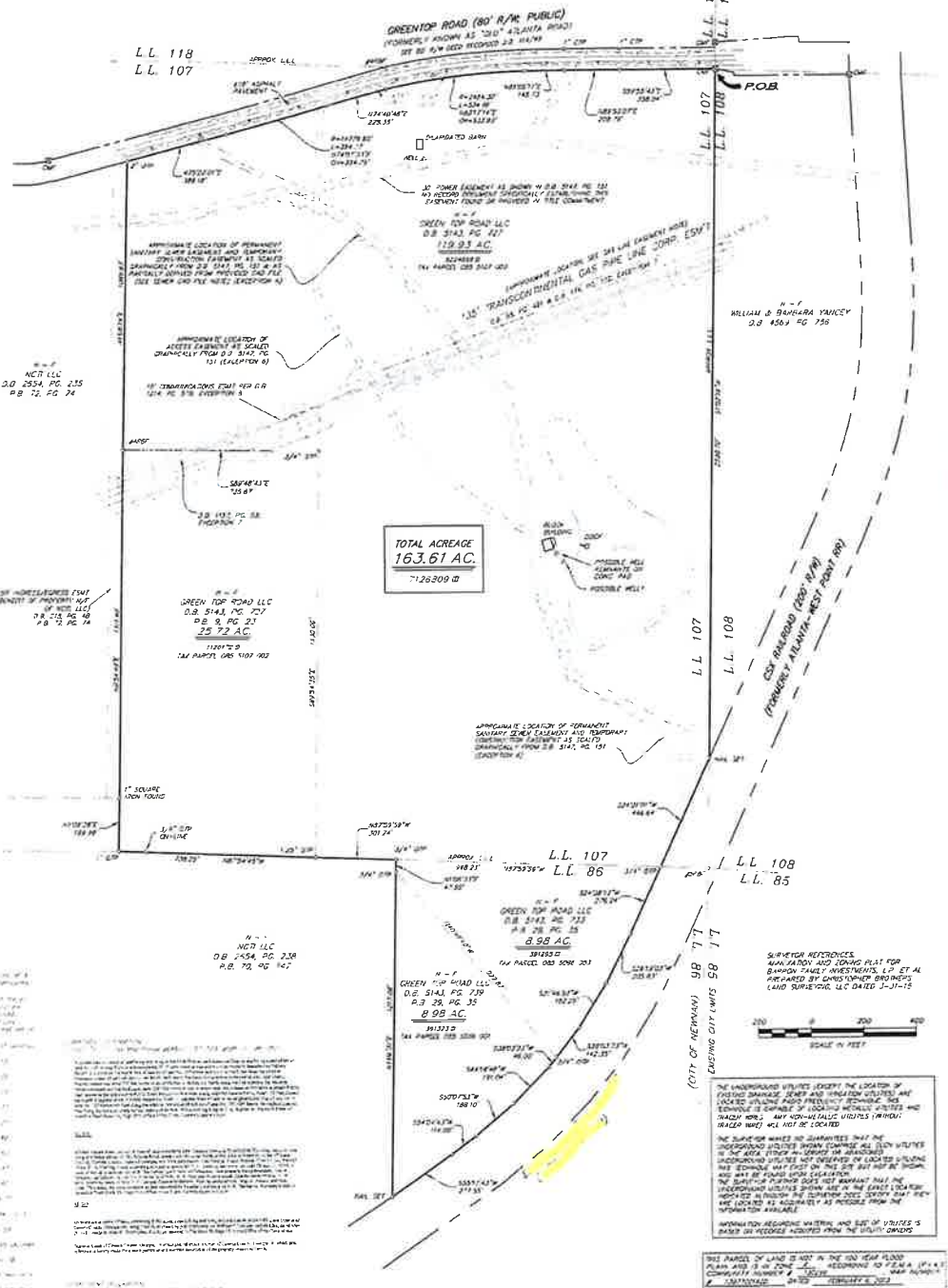
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GAS EASEMENT NOT.  
GAS EASEMENT SHOWN AS INTERPOLATED  
AND SCALED GRAPHICALLY FROM  
TRANSCONTINENTAL GAS FENCE LINE  
PROPOSED RIGHT-OF-WAY CROSSING  
PROPERTY OF J. HAROLD BARNHART ET AL  
WGS. NO. E-4978, DATED 11-17-63.  
LOCATION IS APPROXIMATE AND  
RECOMMEND CONFIRMATION FROM GAS  
COMPANY

SEWER CAD FILE NOTE:  
PROPOSED PERMANENT AND TEMPORARY  
SEWER EASEMENTS SHOWN AS TAKEN  
GRAPHICALLY FROM D.R. 5147 PG. 151  
AND ADJUSTED TO MATCH PROPOSED  
SEWER ALIGNMENT IN CAD FILE PROVIDED  
BY OTHERS. NO EASEMENTS SHOWN IN  
CAD FILE SO EASEMENTS SHOWN ARE  
APPROPRIATE.



LOCATION MAP 1" = 2000'



SURVEYOR REFERENCES  
MANITATION AND ZONING PLAN FOR  
BAMPOON FAMILY INVESTMENTS, LP ET AL  
PREPARED BY CHRISTOPHER BROTHERS  
LLP, BIRMINGHAM, AL, DATED 1-11-16

THE UNDERGROUND UTILITIES DEPOSIT THE LOCATION OF EXISTING DRAINAGE, SEWER AND IRRIGATION UTILITIES ARE LOCATED DURING ADEQUATE SURVEYING. THE LOCATION OF EXISTING UTILITIES IS DEPENDENT UPON THE TYPE OF LOCATING METHOD UTILIZED AND TRACED WIRE. ANY NON-WIRE LOCATED UTILITIES (TYPICAL TRACED WIRE) MAY NOT BE TRACED.

THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN ON ANY COMMERCIAL MAP, PLAN OR IN THE AREA THEREIN, OR OTHERWISE OBTAINED, ARE UNDERGROUND UTILITIES NOT OBTAINED OR LOCATED DURING ADEQUATE SURVEYING. THE LOCATION OF EXISTING UTILITIES MAY BE FOUND BY OTHER MEANS.

THE PLANNING ENGINEER WARRANTS THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED THEREON. THE SURVEYOR DOES GUARANTEE THAT THEY ARE AS CLOSE AS POSSIBLE TO THE LOCATION AS THE INFORMATION AVAILABLE.

ANYONE WHO ACCORDING MATERIALS AND LIST OF UTILITIES S

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD  
PLAIN AND IS IN ZONE E ACCORDING TO FEMA (F)  
COMPLETE NUMBER 12555 WAR 10/10/03  
# 12555 DATED FEBRUARY 6, 2003

ANALYST: JAMES L. DUNN, JR. DATE: 10/10/80

## Gaskins

IN 1/4, 1/2, 3/4 AND 27E SURVEY FOR  
GREEN TOP ROAD, LLC. KATIE BARGO,  
BRADY, JANE BARRON, SANDRA  
BARRON GLOVER, WILLIAM F LEE, JR.  
MARINA LEE CHILD, ROBERT L LEE,  
PLATE HOME COMPANY, LLC AND  
CHICAGO FIRE INSURANCE COMPANY  
LOCATED IN E.L. 36 & 107  
5TH DISTRICT,  
COWETA COUNTY, GA

EXHIBIT "B"

CONDITIONS APPLICABLE TO THE  
GREEN TOP ROAD / PULTE HOME COMPANY, LLC  
ANNEXATION AND REZONING ORDINANCES

A. GENERAL CONDITIONS:

- 1) The project will be consistent with the concept plan, density, project data, amenities (including a pickle ball complex), and elevations provided as part of the application, including but not limited to the Concept Plan and elevations attached hereto as Exhibit "C".
- 2) The average square footages for each Pod will be as follows:  
Ranch Pod – 1,860 square feet; Traditional Pod – 2,640 square feet; Estate Pod – 3,004 square feet.
- 3) The City of Newnan will not issue a permit for land disturbing activities until such time as Coweta County has reviewed and approved the plans for the development to the extent Coweta County has jurisdiction, primarily relating to street connections to Green Top Road.

B. CONDITIONS FROM THE ARBITRATION PROCESS: (To Expire By Law on February 9, 2025, Unless Otherwise Extended)

- 1) The maximum number of lots is restricted to three hundred (300) single-family, detached, fee-simple owned homes.
- 2) A landscape plan shall be submitted to the appropriate department for review and approval prior to any plantings.
- 3) The applicant shall use a variety of techniques to avoid the monotonous appearance of identical homes. Such techniques may employ among others the use of differing front elevations, architectural styles, building exteriors, setbacks, and other similar techniques to provide a more pleasing appearance to the subdivision. No vinyl or wood siding shall be allowed.
- 4) Right-of-way shall be reserved for a paved and publicly dedicated roadway to connect this development with a possible adjoining future development to the west and the portion of the connection within this development shall be constructed in conjunction with construction of the streets in this development.

- 5) Left turn and right turn lanes shall be constructed (Acceleration and Deceleration lanes to County Standards) at the proposed full-service access to Green Top Road.
- 6) Physical medians shall be constructed (to County standards) at the proposed right-in/right-out access points on Green Top Road as well as any roadway widening to allow for the median construction.
- 7) The applicant shall contribute a five-year bond in the amount of \$500,000 to assist with the implementation of the intersection improvement project on Hal Jones Road/Green Top Road at US 29; Bonded amounts will be paid to Coweta County upon proof of Notice to Proceed with construction being issued for upgrade of intersections located at Green Top Road and Highway 29, Hal Jones Road and Highway 29 and Green Top Road and Herring Road.
- 8) The applicant shall contribute a five-year bond in the amount of \$250,000 to assist with implementation of intersectional improvement projects at Green Top Road and Herring Road and Herring Road and Bledsoe Road; Bonded amounts will be paid to Coweta County upon proof of a Notice to Proceed with construction being issued for upgrade of intersections located at Green Top Road and Highway 29, Hal Jones Road and Highway 29 and Green Top Road and Herring Road.
- 9) The applicant shall comply with all requirements of City of Newnan's Stormwater Management, Soil Erosion and Sedimentation Control, and Wetlands Protection Ordinances. Stormwater management shall also meet the requirements of the Metropolitan North Georgia Water Planning District.
- 10) Access on Green Top Road will require a permit from Coweta County.
- 11) All applicable requirements of the Fire, Environmental Management, and Building Department shall be met.
- 12) Left turn and right turn lanes shall be constructed at the proposed full service access to Green Top Road.
- 13) Physical medians shall be constructed at the proposed right-in/right-out access points on Green Top Road as well as any roadway widening to allow for the median construction.
- 14) There shall be one main entrance with two secondary entrances on each side of the main entrance that are right-in/right-out only.

- 15) The amenities shall be specifically designed to meet the recreational and social needs of families shall include a 2,800 square feet minimum pool, playgrounds, dog park, mailbox kiosk, and walking trails. The clubhouse shall be 1,800 heated square feet minimum of heated floor space.
- 16) The existing ponds and wetlands will be retained in order to create a natural environment.
- 17) Natural vegetation shall remain on the property prior to issuance of a Land Development Permit.
- 18) The property shall be served by public water and sewerage facilities provided by the Coweta County Water and Sewer Authority.
- 19) All drainage features shall be in accordance with standards and specifications of the City of Newnan and no extension shall be made (leading to or) from the street drainage through abutting property without approval of the City. Should it become necessary to pipe or otherwise convey roof, groundwater and/or yard drainage to the City stormwater system, prior to doing so, a plan shall be submitted to the appropriate City department for consideration.
- 20) All front, side and rear yards of all disturbed grass areas on lots shall be sodded.
- 21) All utilities that provide service to the proposed subdivision shall be placed underground.
- 22) The subject property shall be limited to single-family, detached buildings; customary accessory buildings and uses; and home occupations.
- 23) There shall be a 135-foot building setback (Green Top centerline) and a 50-foot planted buffer along the entire frontage on Green Top Road, except entrances.
- 24) All garage doors shall be architecturally treated similarly to the renderings submitted.
- 25) The lot information and setbacks shall be as follows:
  - Minimum street frontage 30-feet
  - Minimum lot width at front setback 40 feet
  - Minimum floor area 1,600 square feet
  - Maximum impervious area 60%

- Minimum lot size 8,200 square feet
- Front setback 30-feet
- Side setback 5-feet
- Major side (double frontage) 10-feet
- Rear setback 20-feet
- Building separation 10-feet
- Maximum building height 2 stories/40-feet

26) There shall be a 25-foot natural, vegetated buffer around the perimeter of the site along the west, south and east property lines.

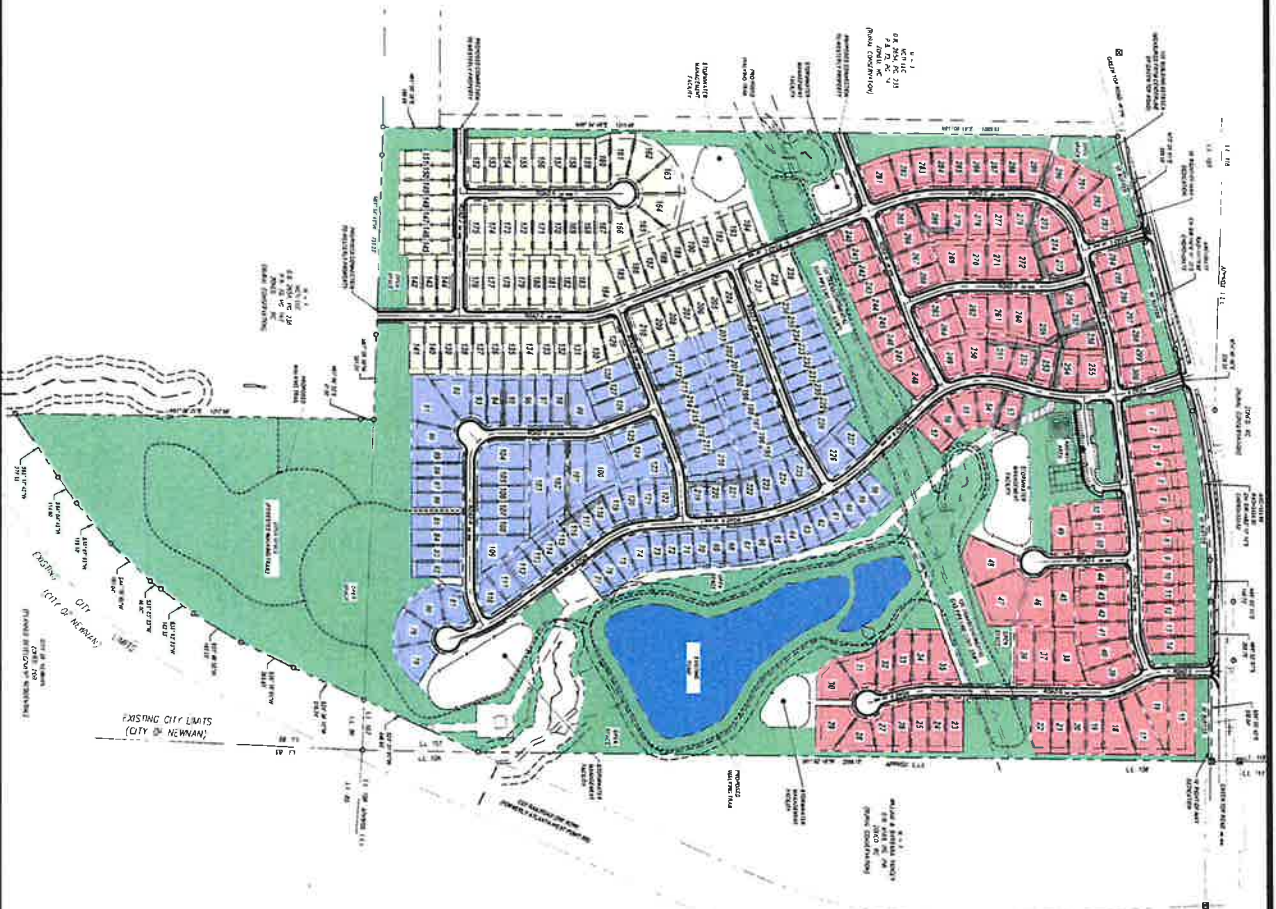
C. CONDITIONS PROFFERED BY THE APPLICANT:

- 1) The Arbitration Conditions set forth in Deed Book 5624, Pages 363-365, and set out herein above in Paragraph B, Conditions from the Arbitration Panel, shall apply for the entire term of development, except for condition 18 (provision of water and sewerage services addressed in the immediately following paragraph 2).
- 2) After February 9, 2025 (the date on which the annexation conditions expire), the development shall be served by public water and sewerage facilities provided by Newnan Utilities.
- 3) The Owner and/or Developer of the Property shall be entitled to receive a land disturbance permit, building permits and city inspections for the installed infrastructure upon compliance with applicable ordinances and conditions, but shall not be entitled to receive any Certificates of Occupancy until the Property is served by public water and sewerage provided by Newnan Utilities.
- 4) The development shall be subject to the Development Agreement attached hereto and incorporated herein by reference as attached Exhibit "D" between and among Green Top Road, LLC, Pulte Home Company, LLC, the City of Newnan, Georgia, and Newnan Utilities.

# CONCEPT PLAN

EXHIBIT C  
PAGE 1 OF 5

| Parcel 1006 | Parcel 1005 | Parcel 1004 |
|-------------|-------------|-------------|
| 1006.01     | 1005.01     | 1004.01     |
| 1006.02     | 1005.02     | 1004.02     |
| 1006.03     | 1005.03     | 1004.03     |
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| 1006.72     | 1005.72     | 1004.72     |
| 1006.73     | 1005.73     | 1004.73     |
| 1006.74     | 1005.74     | 1004.74     |
| 1006.75     | 1005.75     | 1004.75     |
| 1006.76     | 1005.76     | 1004.76     |
| 1006.77     | 1005.77     | 1004.77     |
| 1006.78     | 1005.78     | 1004.78     |
| 1006.79     | 1005.79     | 1004.79     |
| 1006.80     | 1005.80     | 1004.80     |
| 1006.81     | 1005.81     | 1004.81     |
| 1006.82     | 1005.82     | 1004.82     |
| 1006.83     | 1005.83     | 1004.83     |
| 1006.84     | 1005.84     | 1004.84     |
| 1006.85     | 1005.85     | 1004.85     |
| 1006.86     | 1005.86     | 1004.86     |
| 1006.87     | 1005.87     | 1004.87     |
| 1006.88     | 1005.88     | 1004.88     |
| 1006.89     | 1005.89     | 1004.89     |
| 1006.90     | 1005.90     | 1004.90     |
| 1006.91     | 1005.91     | 1004.91     |
| 1006.92     | 1005.92     | 1004.92     |
| 1006.93     | 1005.93     | 1004.93     |
| 1006.94     | 1005.94     | 1004.94     |
| 1006.95     | 1005.95     | 1004.95     |
| 1006.96     | 1005.96     | 1004.96     |
| 1006.97     | 1005.97     | 1004.97     |
| 1006.98     | 1005.98     | 1004.98     |
| 1006.99     | 1005.99     | 1004.99     |
| 1007.00     | 1006.00     | 1005.00     |



### DEVELOPMENT SUMMARY

|                                  |                |
|----------------------------------|----------------|
| ESTIMATED TOTAL DEVELOPMENT COST | \$1,200,000.00 |
| ESTIMATED TOTAL REVENUE          | \$1,200,000.00 |
| ESTIMATED TOTAL PROFIT           | \$0.00         |
| ESTIMATED TOTAL LOSS             | \$0.00         |
| ESTIMATED TOTAL EQUITY           | \$1,200,000.00 |
| ESTIMATED TOTAL DEBT             | \$0.00         |
| ESTIMATED TOTAL ASSETS           | \$1,200,000.00 |
| ESTIMATED TOTAL LIABILITIES      | \$0.00         |
| ESTIMATED TOTAL NET WORTH        | \$1,200,000.00 |

|                    |              |
|--------------------|--------------|
| PROPOSED RESIDENTY | 24 HOURS     |
| OPEN SPACE         | 2.16 ACRES   |
| AVOIDED LOT SIZE   | 11,000 SQ FT |
| OPEN SPACE         | 2.16 ACRES   |
| PROPOSED RESIDENTY | 24 HOURS     |
| OPEN SPACE         | 2.16 ACRES   |
| AVOIDED LOT SIZE   | 11,000 SQ FT |
| OPEN SPACE         | 2.16 ACRES   |
| PROPOSED RESIDENTY | 24 HOURS     |
| OPEN SPACE         | 2.16 ACRES   |
| AVOIDED LOT SIZE   | 11,000 SQ FT |
| OPEN SPACE         | 2.16 ACRES   |

**24 HOUR CONTACT:**  
**GAREN SMITH**  
**770.381.3450**

**GEORGIA811**  
Utilities Protection Center, Inc.  
Call before you dig.

**REVISIONS**

**ZONING PLAN**  
**Z100**

**OWNER/DEVELOPER**  
**PULTE GROUP**  
2475 NORTHWINDS PKWY # 600  
ALPHARETTA, GA 30009  
PHONE: (770) 381-3450

**ZONING PLAN**  
**Z100**

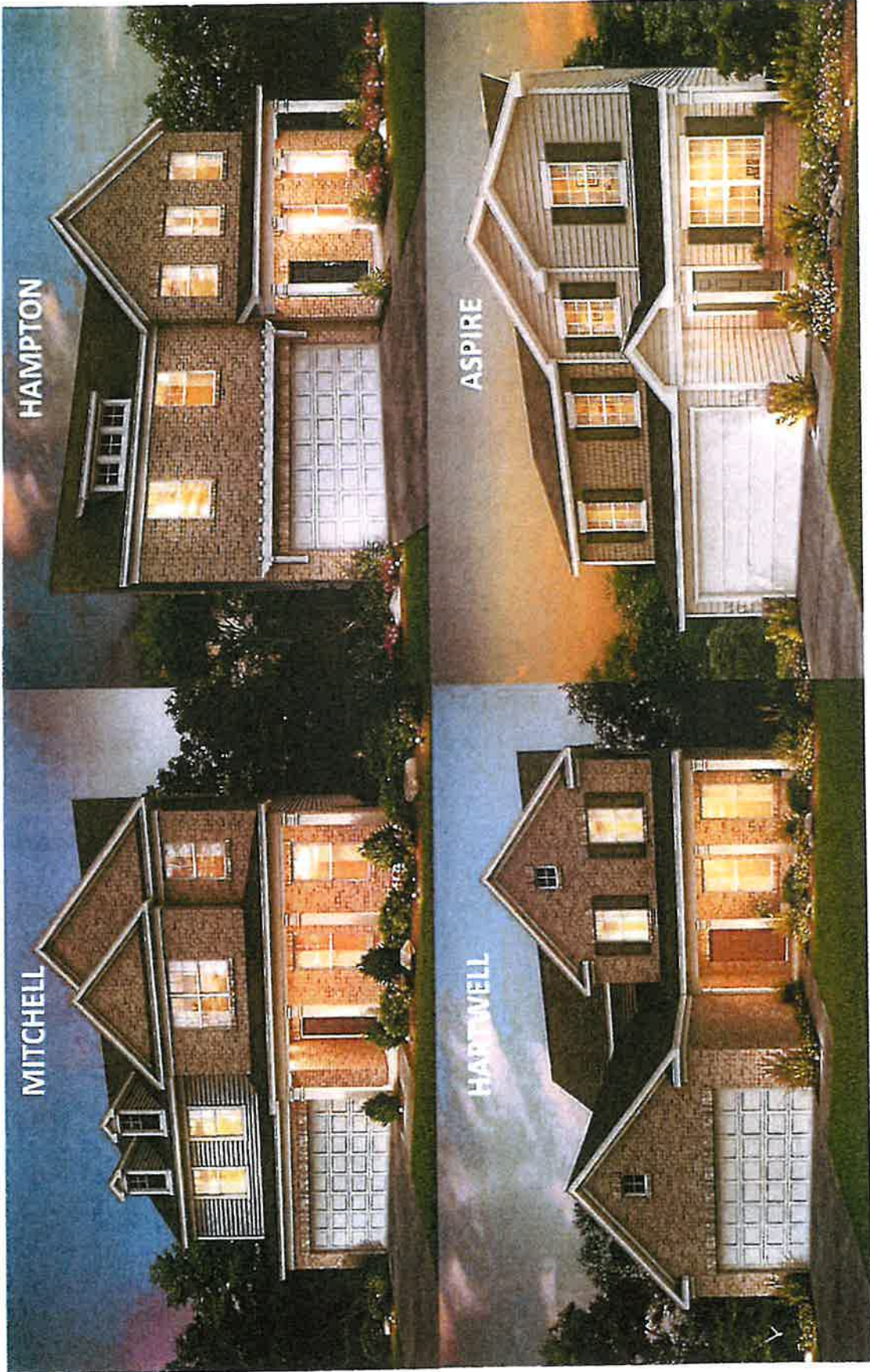
**REVISIONS**

**GEORGIA811**  
Utilities Protection Center, Inc.  
Call before you dig.









**DRAFT 6-5-2023**

STATE OF GEORGIA  
COUNTY OF COWETA

RE: 163.61 Acres on Green Top Road  
Tax Reference ## 085 5107 002,  
085 5086 001, 085 5086 003, and  
085 5107 003 (portion south of  
Green Top Road)  
Land Lots 86 and 107 of the 5th Land  
District of Coweta County, Georgia Records

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Development Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_. 2023, by, between, and among the CITY OF NEWNAN, GEORGIA, a political subdivision of the State of Georgia (hereinafter the "City"), PULTE HOME COMPANY, LLC, a Michigan limited liability company (hereinafter "Developer"), GREEN TOP ROAD, LLC, a Georgia limited liability company (hereinafter "Owner"), and NEWNAN UTILITIES, a Georgia municipal corporation (hereinafter "Newnan Utilities") (hereinafter sometimes collectively referred to as the "Parties").

**PREAMBLE:**

WHEREAS, Developer currently has a contract to acquire certain property depicted on Exhibit "A" attached hereto and made a part hereof, which consists of approximately 163.61 acres on Green Top Road in Land Lots 86 and 107 of the 5<sup>th</sup> Land District, Coweta County, Georgia, and being Tax Parcels ## 085 5107 002, 085 5086, 001, 085 5086 003, and 085 5107 003 (portion south of Green Top Road) (hereinafter the "Property"); and

WHEREAS, Developer and Owner have applied for annexation and rezoning into the City;  
and

WHEREAS, City, Developer, Owner, and Coweta County participated in an annexation arbitration proceeding as required by Georgia law regarding the "Property"; and

WHEREAS, as a result of the arbitration proceeding, there was an Arbitration Panel Decision, which was affirmed by Superior Court Order, as evidenced by the Certificate of Zoning, Land Use or Density Restrictions (pursuant to O.C.G.A. § 36-36-115) recorded March 28, 2023 in Deed Book 5624, Pages 360-365 in the Office of the Clerk of Superior Court of Coweta County, Georgia setting forth at Deed Book 5624, Pages 363-365, twenty-six (26) zoning and development

conditions applicable to the Property until February 9, 2025 ("Arbitration Conditions", attached hereto as Exhibit "B", Deed Book 5624, Pages 363-365 and incorporated herein by reference); and

WHEREAS, it is the desire of the Parties to set forth in this Development Agreement the terms and conditions upon which the Property will be developed in the event the Property is annexed into the City and rezoned as requested by the Developer and Owner.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated and for the sum of One and 00/100 Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **I. Incorporation**

The Provisions contained in the Preamble and Recitals are incorporated herein. The Exhibits attached to this Development Agreement are listed below and incorporated herein:

|           |                                    |
|-----------|------------------------------------|
| Exhibit A | Legal Description of Property      |
| Exhibit B | Arbitration Conditions             |
| Exhibit C | Site Plan for Property             |
| Exhibit D | Newnan Utilities Will Serve Letter |

### **II. Development Consistent with City of Newnan Goals and Arbitration Conditions**

The Parties agree that they are entering into this Development Agreement for the purposes of making the development, application submittals, review, approval process, and administrative process efficient for Developer, Owner, City, and Newnan Utilities, while taking into account the Arbitration Conditions and other provisions of City ordinances.

### **III. Development Standards for the Property**

The Property shall be developed according to the City's Zoning and Development Ordinance in effect on the date of this Agreement, and the Arbitration Conditions, together with the provisions of this Development Agreement. It is the intention of the Parties that all Arbitration Conditions except Condition 18 (provision of water and sewerage services addressed in the immediately following paragraph) apply throughout the development of the project.

#### **A. Utilities.**

After February 9, 2025, public water and sewerage shall be provided by Newnan Utilities. The Developer/Owner shall comply with all conditions contained in the Will Serve letter from Newnan Utilities dated May 10, 2023 (attached hereto as Exhibit "D" and incorporated herein by reference).

#### **B. Permits.**

Upon compliance with applicable ordinances and conditions, the Owner and/or Developer of the Property shall be entitled to receive a land disturbance permit, building permits, and city inspections for the installed infrastructure but shall not be entitled to any certificates of occupancy for any residence or clubhouse on the Property unless the residence or clubhouse for which the certificate of occupancy is requested is served by public water and sewerage provided by Newnan Utilities.

#### **C. Site Plan.**

The development of the Property shall be generally consistent with the site plan attached as Exhibit "C".

### **IV. Property Owner's Association Restrictive Covenants**

The Parties anticipate that the Developer will voluntarily form an Owner's Association and record a declaration of easements and restrictive covenants applicable to the Property. The covenants and restrictions for the Property shall provide that no more than 10% of the residential units shall be made available for rental at any one point in time.

### **V. Date of Effectiveness and Term of this Development Agreement**

The Development Agreement shall be effective among the Parties, their successors and assignees, immediately upon execution of this Development Agreement by all Parties hereto. The term of this Development Agreement is twenty (20) years, from the effective date or until the obligations of the Parties are complete, whichever occurs first.

### **VI. Covenants Running with the Land**

The terms and conditions of this Agreement shall be recorded in the public records of the office of the Clerk of Superior Court of Coweta County and shall be binding upon the Parties, and their successors in title, and shall run with the title to the Property and shall be a covenant running with the Property.

### **VII. Miscellaneous**

The Parties acknowledge that during the annexation and rezoning process additional conditions may be adopted which will require the modification of this Development Agreement. In the event annexation and/or rezoning are not granted, this Development Agreement shall be voidable by any Party upon written notice to the other Parties.

EXECUTED and made effective as of the last date executed by duly authorized officers of each of the respective Parties in multiple counterparts, each of which shall have the force and effect of an original.

**CITY:**  
**CITY OF NEWNAN, GEORGIA**  
 a political subdivision of the  
 State of Georgia

**DEVELOPER:**  
**PULTE HOME COMPANY, LLC**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Sworn and subscribed to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Sworn and subscribed to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

**NEWNAN UTILITIES:**  
**NEWNAN UTILITIES**  
 a Georgia municipal corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Sworn and subscribed to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

(Signatures Continued on Following Page)

**OWNER:**  
**GREEN TOP ROAD, LLC**  
**a Georgia Limited Liability**  
**Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**OWNER:**  
**GREEN TOP ROAD, LLC**  
**a Georgia Limited Liability**  
**Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**OWNER:**  
**GREEN TOP ROAD, LLC**  
**a Georgia Limited Liability**  
**Company**

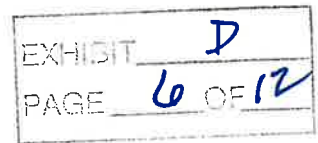
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"



### SUBJECT PROPERTY

#### Surveyed Property Line Description for Overall Parcel

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lots 86 & 107 of the 5th District, Coweta County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument found at the intersection of the of the southerly right-of-way of Greentop Road (80' right-of-way) and the easterly line of Land Lot 107, said point being the POINT OF BEGINNING;

Thence leaving said right-of-way running along said Land Lot Line South 01 degrees 02 minutes 16 seconds West 2598.70 feet to a nail set on the westerly right-of-way of CSX Railroad (200' right-of-way);

Thence along said right-of-way South 24 degrees 31 minutes 01 seconds West 446.64 feet to a 3/4" open top pipe found;

Thence along said right-of-way South 24 degrees 38 minutes 13 seconds West 276.24 feet to a point;

Thence along said right-of-way South 26 degrees 19 minutes 03 seconds West 205.83 feet to a point;

Thence along said right-of-way South 31 degrees 46 minutes 53 seconds West 192.25 feet to a point;

Thence along said right-of-way South 38 degrees 03 minutes 23 seconds West 142.35 feet to a 3/4" open top pipe found;

Thence along said right-of-way South 38 degrees 03 minutes 23 seconds West 46.00 feet to a point;

Thence along said right-of-way South 44 degrees 18 minutes 48 seconds West 191.04 feet to a point;

Thence along said right-of-way South 50 degrees 07 minutes 53 seconds West 188.10 feet to a point;

Thence along said right-of-way South 54 degrees 04 minutes 43 seconds West 114.00 feet to a point;

Thence along said right-of-way South 55 degrees 17 minutes 43 seconds West 277.55 feet to a nail set;

Thence leaving said right-of-way North 01 degrees 06 minutes 31 seconds East 1217.08 feet to a 3/4"

open top pipe found;

Thence North 01 degrees 06 minutes 33 seconds East 47.50 feet to a 3/4" open top pipe found on the southerly line of Land Lot 107;

Thence along said Land Lot Line North 87 degrees 59 minutes 59 seconds West 301.24 feet to a 1.25" open top pipe found;

Thence along said property line North 87 degrees 54 minutes 45 seconds West 738.25 feet to a 1" open top pipe found;

Thence leaving said Land Lot Line North 01 degrees 09 minutes 38 seconds East 199.99 feet to a 1" square iron found;

Thence North 00 degrees 54 minutes 49 seconds East 1311.40 feet to a #4 rebar found;

Thence North 01 degrees 08 minutes 19 seconds East 1089.83 feet to a 2" open top pipe found on the southerly right-of-way of Greentop Road (80' right-of-way);

Thence along said right-of-way North 75 degrees 20 minutes 01 seconds East 389.18 feet to a point;

Thence along said right-of-way a curve to the left an arc length of 394.77 feet, said curve having a radius of 14779.60 feet, and being subtended by a chord of 394.75 feet, at North 74 degrees 07 minutes 33 seconds East to a point;

Thence along said right-of-way North 74 degrees 40 minutes 46 seconds East 228.35 feet to a point;

Thence along said right-of-way a curve to the right an arc length of 534.96 feet, said curve having a radius of 2484.30 feet, and being subtended by a chord of 533.93 feet, at North 83 degrees 17 minutes 14 seconds East to a point;

Thence along said right-of-way North 89 degrees 05 minutes 11 seconds East 148.73 feet to a point;

Thence along said right-of-way North 89 degrees 53 minutes 07 seconds East 208.79 feet to a point;

Thence along said right-of-way South 89 degrees 55 minutes 43 seconds East 358.04 feet to a concrete monument found, said point being the POINT OF BEGINNING;

Said tract or parcel contains 163.61 Acres (7126809 Square Feet), more or less.

EXHIBIT "B"

BK:5624 PG:360-365

D2023004025

FILED IN OFFICE  
CLERK OF COURT  
03/28/2023 09:41 AM  
NIKI SEWELL, CLERK  
SUPERIOR COURT  
COWETA COUNTY, GA

After Recording return to:  
Nathan T. Lee  
Glover & Davis, P.A.  
10 Brown Street  
Newnan, Georgia 30263

*Niki Sewell*

9281298029  
PARTICIPANT ID

(Note: Above space to be used for filing in Superior Court Clerk's Office of Deeds and Records)

IN THE SUPERIOR COURT OF COWETA COUNTY  
STATE OF GEORGIA

IN RE:

GREEN TOP ROAD, LLC and PULTE  
HOMES, LLC,

Appellants/Petitioners/Annexation  
Applicants

vs.

CITY OF NEWNAN, GEORGIA

Municipal Corporation/Appellant

and

COWETA COUNTY, GEORGIA,

Appellee/Respondent

ARBITRATION PANEL

Respondents.

CIVIL ACTION FILE NO. 2023SUV0066

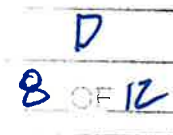
CERTIFICATE OF ZONING, LAND USE OR DENSITY RESTRICTIONS  
(Pursuant to O.C.G.A. § 36-36-115)

DATE ORDER GRANTED: February 9, 2023

GRANTEE: Green Top Road, LLC

EXHIBIT "B"

BK:5624 PG:361



STATE OF GEORGIA

COUNTY OF COWETA

THIS INSTRUMENT, made this the 28<sup>th</sup> day of March, 2023, placing zoning, land use or density conditions on real property owned by Green Top Road, LLC as shown by the following deeds recorded in the Coweta County, Georgia real property records:

Tax Parcel I.D.: 85 5086 001: Deed Book 5376, Pages 750-751; Deed Book 5376, Pages 752-753; Deed Book 5376, Pages 754-755;

Tax Parcel I.D.: 85 5086 003: Deed Book 5143, Pages 731-732; Deed Book 5143, Pages 733-734;

Tax Parcel I.D.: 85 5107 002: Deed Book 5143, Pages 719-720; Deed Book 5143, Pages 721-722; Deed Book 5143, Pages 723-724; Deed Book 5143, Pages 725-726; Deed Book 5143, Pages 727-728; Deed Book 5376, Pages 745-747; Deed Book 5376, Pages 748-750;

Tax Parcel I.D.: 85 5107 003: Deed Book 5143, Pages 719-720; Deed Book 5143, Pages 721-722; Deed Book 5143, Pages 723-724; Deed Book 5143, Pages 725-726; Deed Book 5143, Pages 727-728;

and being described as:

All that tract or parcel of land, containing 8.92 acres situate, lying and being in Land Lot 86 of the Fifth Land District of Coweta County, Georgia and being Tract B, as shown by plat of property for William F. Lee and Ida Lee Ellis, dated May 29, 1981, made by John R. Christopher, R.L.S., as recorded in Plat Book 29, Page 35, in the Office of the Clerk of the Superior Court of Coweta County, Georgia to which plat reference is hereby made for a more particular and accurate description of the property conveyed herein.

And

All that tract or parcel of land, containing 8.92 acres situate, lying and being in Land Lot 86 of the Fifth Land District of Coweta County, Georgia and being Tract A, as shown by plat of property for William F. Lee and Ida Lee Ellis, dated May 29, 1981, made by John R. Christopher, R.L.S., as recorded in Plat Book 29, Page 35, in the Office of the Clerk of the Superior Court of Coweta County, Georgia to which plat reference is hereby made for a more particular and accurate description of the property conveyed herein.

And

A certain tract or parcel of land, containing 26.14 acres, situate, lying and being in Land Lot 107, 5<sup>th</sup> Land District, Coweta County, Georgia, more particularly described as follows:

BEGINNING at an iron pin on the South line of Land Lot 107, said pin being 750 feet, more or less, East of the intersection of said South line with the East line of Land Lot 106 and from said beginning point run thence South 89 degrees 0 minutes East 740 Feet to an iron pin; thence North 0 degrees 8 minutes West

# EXHIBIT "B"

BK:5624 PG:362

1533 feet to a corner post; thence South 90 degrees 0 minutes West 750 feet; thence South 0 degrees 30 minutes East 1520 feet to the point of beginning.

Said property is bound on the North and East by property of T.K. Barron; on the West and South by property of N.T. Brewster.

Said property is more particularly identified according to a plat of survey made by T.Y. Maddox of record in Plat Book 9, Page 23, Office of the Clerk, Coweta County Superior Court.

And

A certain tract or parcel of land lying and being in the Fifth District, said State and County and being a part of lot of land No. 107 in said District and containing 23.18 acres more or less and more particularly described as follows: BEGIN at a point on the North line of said lot of land No. 107 which said point is 1485 feet from the original Northeast corner of said lot; thence run South 1447 feet to the lands hereinbefore conveyed to Mrs. May Herrin Powell; thence run West 737 feet to the lands of McMakin; thence run North along the line between the property herein conveyed and the McMakin lands 1087 feet more or less to where said line crosses or intersect a certain public road known as the Old Atlanta Public Road; thence run Northeast along said Old Atlanta Public Road 137 feet; thence run North 9 degrees West 250 feet; thence run North 41 degrees West 93 feet to the original North line of said lot on land No. 107 thence run East along the original North line of said lot of land No. 107, 685 feet to the beginning point.

This being the same property as that conveyed by Mrs. Willie Herring King to T.K. Barron by Warranty Deed of record in Deed Book 36, Page 299, Office of the Clerk of Coweta Superior Court.

## ALSO:

All that certain piece, parcel or tract of land containing One Hundred One and 75/100 (101.75) acres, more or less, lying and being situate on the Atlanta Road about Four (4) miles North of the town of Newnan, in the 5<sup>th</sup> Land District, Coweta County, State of Georgia, and more particularly described as Tracts Number Four (4) and Five (5) of the W.A. Herring Place, according to a plat prepared by T. Y. Maddox, Surveyor, on June 20 and 21, 1935, a copy of which is now on file with the Federal Land Bank of Columbia. Said property being bounded, now or formerly, as follows, to wit: North by lands of Mrs. H. W. Sieb and Atlanta Road; East by lands of Mrs. H.W. Seib; South by lands of Mrs. J.F. Lee and Eleanor McMakin; West by lands of Mrs. May H. Powell and Mrs. King. This being the same property as that conveyed by Federal Land Bank to T.K. Barron by Warranty Deed of record in Deed Book 33, Page 513, Office of the Clerk, Coweta Superior Court.

WITNESSETH: That pursuant to Georgia Code section 36-36-115(b), the Arbitration Panel designated by the Department of Community Affairs placed the following restrictions or conditions on the use of the property above-described which remains in effect by operation of law for two (2) years as set out in Georgia Code section 36-36-117

## EXHIBIT "B"

BK:5624 PG:363

from the date of the Order affirming said decision, February 9, 2023, and applying to all heirs, successors, and assigns of right, title or interest in the property with such restrictions or conditions automatically expiring on February 9, 2025;

1. The maximum number of lots is restricted to three hundred (300) single-family, detached, fee-simple owned homes.
2. A landscape plan shall be submitted to the appropriate department for review and approval prior to any plantings.
3. The applicant shall use a variety of techniques to avoid the monotonous appearance of identical homes. Such techniques may employ among others the use of differing front elevations, architectural styles, building exteriors, setbacks, and other similar techniques to provide a more pleasing appearance to the subdivision. No vinyl or wood siding shall be allowed.
4. Right-of-way shall be reserved for a paved and publicly dedicated roadway to connect this development with a possible adjoining future development to the west and the portion of the connection within this development shall be constructed in conjunction with construction of the streets in this development.
5. Left turn and right turn lanes shall be constructed (Acceleration and Deceleration lanes to County Standards) at the proposed full service access to Green Top Road.
6. Physical medians shall be constructed (to County Standards) at the proposed right-in-right-out access points on Green Top Road as well as any roadway widening to allow for the median construction.
7. The applicant shall contribute a five-year bond in the amount of \$500,000 to assist with the implementation of the intersection improvement project at Hal Jones Road/Green Top Road at US 29; Bonded amounts will be paid to Coweta County upon proof of a Notice to Proceed with construction being issued for upgrade of intersections located at Green Top Road and Highway 29, Hal Jones Road and Highway 29 and Green Top Road and Herring Road.
8. The applicant shall contribute a five-year bond in the amount of \$250,000 to assist with the implementation of intersectional improvement projects at Green Top Road and Herring Road and Herring Road and Bledsoe Road; Bonded amounts will be paid to Coweta County upon proof of a Notice to Proceed with construction being issued for upgrade of intersections located at Green Top Road and Highway 29, Hal Jones Road and Highway 29 and Green Top Road and Herring Road.
9. The applicant shall comply with all requirements of City of Newnan's Stormwater Management, Soil Erosion and Sedimentation Control, and Wetlands Protection

## EXHIBIT "B"

BK:5624 PG:364

Ordinances. Stormwater management shall also meet the requirements of the Metropolitan North Georgia Water Planning District.

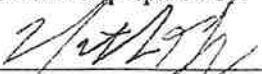
10. Access onto Green Top Road will require a permit from Coweta County.
11. All applicable requirements of the Fire, Environmental Management, and Building Department shall be met.
12. Left turn and right turn lanes shall be constructed at the proposed full-service access to Green Top Road.
13. Physical medians shall be constructed at the proposed right-in/right-out access points on Green Top Road as well as any roadway widening to allow for the median construction.
14. There shall be one main entrance with two secondary entrances on each side of the main entrance that are right-in/right-out only.
15. The amenities shall be specifically designed to meet the recreational and social needs of families shall include a 2,800 square feet minimum pool, playgrounds, dog park, mailbox kiosk, and walking trails. The clubhouse shall be 1,800 heated square feet minimum of heated floor space.
16. The existing ponds and wetlands will be retained in order to create a natural environment.
17. Natural vegetation shall remain on the property prior to issuance of a Land Development Permit.
18. The property shall be served by public water and sewerage facilities provided by the Coweta County Water and Sewer Authority.
19. All drainage features shall be in accordance with standards and specifications of the City of Newnan and no extension shall be made (leading to or) from the street drainage through abutting property without approval of the City. Should it become necessary to pipe or otherwise convey roof, groundwater and/or yard drainage to the City stormwater system, prior to doing so, a plan shall be submitted to the appropriate City Department for consideration.
20. All front, side, and rear yards of all disturbed grass areas on lots shall be sodded.
21. All utilities that provide service to the proposed subdivision shall be placed underground.

**EXHIBIT "B"**

**BK:5624 PG:365**

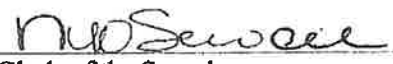
22. The subject property shall be limited to single-family, detached buildings; customary accessory buildings and uses; and home occupations.
23. There shall be a 135-foot building setback (Green Top centerline) and a 50-foot planted buffer along the entire frontage on Green Top Road, except entrances.
24. All garage doors shall be architecturally treated similarly to the renderings submitted.
25. The Lot information and setbacks shall be as follows:
- Minimum street Frontage 30-feet
  - Minimum lot width at front setback 40-feet
  - Minimum floor area 1,600 square feet
  - Maximum impervious area 60%
  - Minimum lot size 8,200 square feet
  - Front setback 30-feet
  - Side setback 5-feet
  - Major side (double frontage) 10-feet
  - Rear setback 20-feet
  - Building separation 10-feet
  - Maximum building height 2 stories/40-feet
26. There shall be a 25-foot natural, vegetated buffer around the perimeter of the site along the west, south, and east property lines.

Certificate prepared by:

  
SIGNATURE OF ATTORNEY

State Bar # 443770

I do hereby certify that the above information is based on the Order of the Superior Court of Coweta County by affirmation of the Arbitration Panel on February 9, 2023, as set forth above.

By:   
Clerk of the Superior

72 Greenville Street  
Newnan, Georgia 30263  
Superior Court Return Mailing Address

Green Top Road, LLC and Pulte Group Home  
Company, LLC  
163.61 ± acres, located on Green Top Road  
Land Lots 86 and 107, 5<sup>th</sup> Land District, Coweta  
County, Georgia  
Tax Parcels #085086001, 0855086003, 0855107002,  
And southern portion of 0855107003

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY  
LOCATED ON GREEN TOP ROAD CONTAINING 163.61± ACRES IN LAND  
LOTS 86 and 107, OF THE FIFTH LAND DISTRICT, IN THE CITY OF NEWMAN,  
GEORGIA**

WHEREAS, the owner has filed an application for rezoning of the property described on Exhibit "A" attached hereto and by reference made a part hereof from the Coweta County Zoning Classification RC (Rural Conservation District) to PDR (Planned Residential Development District) following annexation in the corporate limits of the City of Newnan; 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 24<sup>th</sup> day of October 2023; and

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

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

Section 1. That the property described on Exhibit "A" attached hereto and by reference made a part hereof containing 163.61± acres be rezoned as PDR (Planned Residential Development District) subject to the conditions which follow.

See Exhibit "B" attached hereto and made a part hereof for conditions.

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

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

Section IV. This ordinance shall be effective upon adoption and as provided in O.C.G.A. §36-36-2.

DONE, RATIFIED AND PASSED by the City Council of the City of Newnan, Georgia, this \_\_\_\_ 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"

|         |                      |
|---------|----------------------|
| EXHIBIT | <u>A</u>             |
| PAGE    | <u>1</u> OF <u>2</u> |

### SUBJECT PROPERTY

#### Surveyed Property Line Description for Overall Parcel

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lots 86 & 107 of the 5th District, Coweta County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument found at the intersection of the of the southerly right-of-way of Greentop Road (80' right-of-way) and the easterly line of Land Lot 107, said point being the POINT OF BEGINNING;

Thence leaving said right-of-way running along said Land Lot Line South 01 degrees 02 minutes 16 seconds West 2598.70 feet to a nail set on the westerly right-of-way of CSX Railroad (200' right-of-way);

Thence along said right-of-way South 24 degrees 31 minutes 01 seconds West 446.64 feet to a 3/4" open top pipe found;

Thence along said right-of-way South 24 degrees 38 minutes 13 seconds West 276.24 feet to a point;

Thence along said right-of-way South 26 degrees 19 minutes 03 seconds West 205.83 feet to a point;

Thence along said right-of-way South 31 degrees 46 minutes 53 seconds West 192.25 feet to a point;

Thence along said right-of-way South 38 degrees 03 minutes 23 seconds West 142.35 feet to a 3/4" open top pipe found;

Thence along said right-of-way South 38 degrees 03 minutes 23 seconds West 46.00 feet to a point;

Thence along said right-of-way South 44 degrees 18 minutes 48 seconds West 191.04 feet to a point;

Thence along said right-of-way South 50 degrees 07 minutes 53 seconds West 188.10 feet to a point;

Thence along said right-of-way South 54 degrees 04 minutes 43 seconds West 114.00 feet to a point;

Thence along said right-of-way South 55 degrees 17 minutes 43 seconds West 277.55 feet to a nail set;

Thence leaving said right-of-way North 01 degrees 06 minutes 31 seconds East 1217.08 feet to a 3/4"

open top pipe found;

Thence North 01 degrees 06 minutes 33 seconds East 47.50 feet to a 3/4" open top pipe found on the southerly line of Land Lot 107;

Thence along said Land Lot Line North 87 degrees 59 minutes 59 seconds West 301.24 feet to a 1.25" open top pipe found;

Thence along said property line North 87 degrees 54 minutes 45 seconds West 738.25 feet to a 1" open top pipe found;

Thence leaving said Land Lot Line North 01 degrees 09 minutes 38 seconds East 199.99 feet to a 1" square iron found;

Thence North 00 degrees 54 minutes 49 seconds East 1311.40 feet to a #4 rebar found;

Thence North 01 degrees 08 minutes 19 seconds East 1089.83 feet to a 2" open top pipe found on the southerly right-of-way of Greentop Road (80' right-of-way);

Thence along said right-of-way North 75 degrees 20 minutes 01 seconds East 389.18 feet to a point;

Thence along said right-of-way a curve to the left an arc length of 394.77 feet, said curve having a radius of 14779.60 feet, and being subtended by a chord of 394.75 feet, at North 74 degrees 07 minutes 33 seconds East to a point;

Thence along said right-of-way North 74 degrees 40 minutes 46 seconds East 228.35 feet to a point;

Thence along said right-of-way a curve to the right an arc length of 534.96 feet, said curve having a radius of 2484.30 feet, and being subtended by a chord of 533.93 feet, at North 83 degrees 17 minutes 14 seconds East to a point;

Thence along said right-of-way North 89 degrees 05 minutes 11 seconds East 148.73 feet to a point;

Thence along said right-of-way North 89 degrees 53 minutes 07 seconds East 208.79 feet to a point;

Thence along said right-of-way South 89 degrees 55 minutes 43 seconds East 358.04 feet to a concrete monument found, said point being the POINT OF BEGINNING;

Said tract or parcel contains 163.61 Acres (7126809 Square Feet), more or less.



EXHIBIT "B"

CONDITIONS APPLICABLE TO THE  
GREEN TOP ROAD / PULTE HOME COMPANY, LLC  
ANNEXATION AND REZONING ORDINANCES

A. GENERAL CONDITIONS:

- 1) The project will be consistent with the concept plan, density, project data, amenities (including a pickle ball complex), and elevations provided as part of the application, including but not limited to the Concept Plan and elevations attached hereto as Exhibit "C".
- 2) The average square footages for each Pod will be as follows:  
Ranch Pod – 1,860 square feet; Traditional Pod – 2,640 square feet; Estate Pod – 3,004 square feet.
- 3) The City of Newnan will not issue a permit for land disturbing activities until such time as Coweta County has reviewed and approved the plans for the development to the extent Coweta County has jurisdiction, primarily relating to street connections to Green Top Road.

B. CONDITIONS FROM THE ARBITRATION PROCESS: (To Expire By Law on February 9, 2025, Unless Otherwise Extended)

- 1) The maximum number of lots is restricted to three hundred (300) single-family, detached, fee-simple owned homes.
- 2) A landscape plan shall be submitted to the appropriate department for review and approval prior to any plantings.
- 3) The applicant shall use a variety of techniques to avoid the monotonous appearance of identical homes. Such techniques may employ among others the use of differing front elevations, architectural styles, building exteriors, setbacks, and other similar techniques to provide a more pleasing appearance to the subdivision. No vinyl or wood siding shall be allowed.
- 4) Right-of-way shall be reserved for a paved and publicly dedicated roadway to connect this development with a possible adjoining future development to the west and the portion of the connection within this development shall be constructed in conjunction with construction of the streets in this development.

- 5) Left turn and right turn lanes shall be constructed (Acceleration and Deceleration lanes to County Standards) at the proposed full-service access to Green Top Road.
- 6) Physical medians shall be constructed (to County standards) at the proposed right-in/right-out access points on Green Top Road as well as any roadway widening to allow for the median construction.
- 7) The applicant shall contribute a five-year bond in the amount of \$500,000 to assist with the implementation of the intersection improvement project on Hal Jones Road/Green Top Road at US 29; Bonded amounts will be paid to Coweta County upon proof of Notice to Proceed with construction being issued for upgrade of intersections located at Green Top Road and Highway 29, Hal Jones Road and Highway 29 and Green Top Road and Herring Road.
- 8) The applicant shall contribute a five-year bond in the amount of \$250,000 to assist with implementation of intersectional improvement projects at Green Top Road and Herring Road and Herring Road and Bledsoe Road; Bonded amounts will be paid to Coweta County upon proof of a Notice to Proceed with construction being issued for upgrade of intersections located at Green Top Road and Highway 29, Hal Jones Road and Highway 29 and Green Top Road and Herring Road.
- 9) The applicant shall comply with all requirements of City of Newnan's Stormwater Management, Soil Erosion and Sedimentation Control, and Wetlands Protection Ordinances. Stormwater management shall also meet the requirements of the Metropolitan North Georgia Water Planning District.
- 10) Access on Green Top Road will require a permit from Coweta County.
- 11) All applicable requirements of the Fire, Environmental Management, and Building Department shall be met.
- 12) Left turn and right turn lanes shall be constructed at the proposed full service access to Green Top Road.
- 13) Physical medians shall be constructed at the proposed right-in/right-out access points on Green Top Road as well as any roadway widening to allow for the median construction.
- 14) There shall be one main entrance with two secondary entrances on each side of the main entrance that are right-in/right-out only.

- 15) The amenities shall be specifically designed to meet the recreational and social needs of families shall include a 2,800 square feet minimum pool, playgrounds, dog park, mailbox kiosk, and walking trails. The clubhouse shall be 1,800 heated square feet minimum of heated floor space.
- 16) The existing ponds and wetlands will be retained in order to create a natural environment.
- 17) Natural vegetation shall remain on the property prior to issuance of a Land Development Permit.
- 18) The property shall be served by public water and sewerage facilities provided by the Coweta County Water and Sewer Authority.
- 19) All drainage features shall be in accordance with standards and specifications of the City of Newnan and no extension shall be made (leading to or) from the street drainage through abutting property without approval of the City. Should it become necessary to pipe or otherwise convey roof, groundwater and/or yard drainage to the City stormwater system, prior to doing so, a plan shall be submitted to the appropriate City department for consideration.
- 20) All front, side and rear yards of all disturbed grass areas on lots shall be sodded.
- 21) All utilities that provide service to the proposed subdivision shall be placed underground.
- 22) The subject property shall be limited to single-family, detached buildings; customary accessory buildings and uses; and home occupations.
- 23) There shall be a 135-foot building setback (Green Top centerline) and a 50-foot planted buffer along the entire frontage on Green Top Road, except entrances.
- 24) All garage doors shall be architecturally treated similarly to the renderings submitted.
- 25) The lot information and setbacks shall be as follows:
  - Minimum street frontage 30-feet
  - Minimum lot width at front setback 40 feet
  - Minimum floor area 1,600 square feet
  - Maximum impervious area 60%

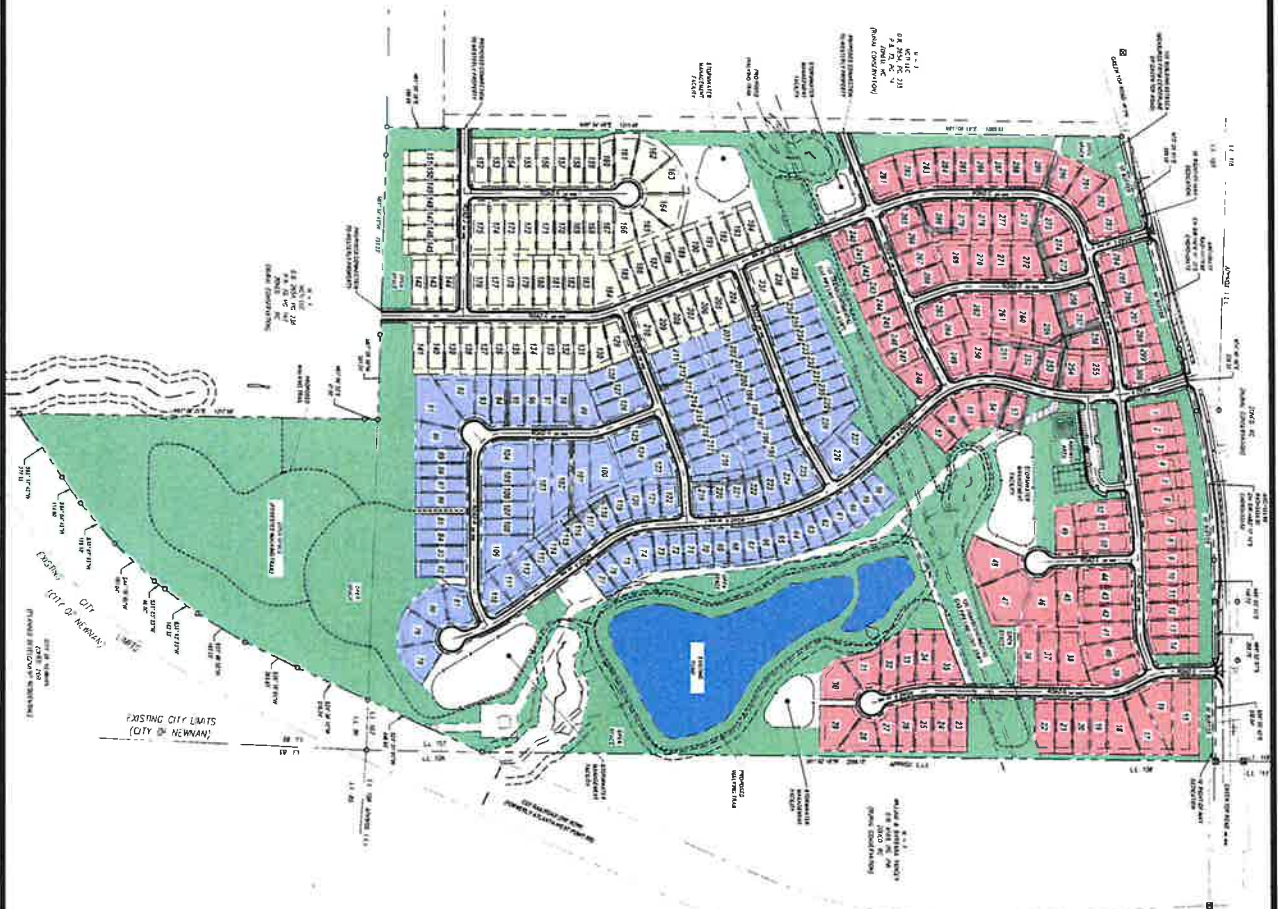
- Minimum lot size 8,200 square feet
- Front setback 30-feet
- Side setback 5-feet
- Major side (double frontage) 10-feet
- Rear setback 20-feet
- Building separation 10-feet
- Maximum building height 2 stories/40-feet

26) There shall be a 25-foot natural, vegetated buffer around the perimeter of the site along the west, south and east property lines.

C. CONDITIONS PROFFERED BY THE APPLICANT:

- 1) The Arbitration Conditions set forth in Deed Book 5624, Pages 363-365, and set out herein above in Paragraph B, Conditions From the Arbitration Panel, shall apply for the entire term of development, except for condition 18 (provision of water and sewerage services addressed in the immediately following paragraph 2).
- 2) After February 9, 2025 (the date on which the annexation conditions expire), the development shall be served by public water and sewerage facilities provided by Newnan Utilities.
- 3) The Owner and/or Developer of the Property shall be entitled to receive a land disturbance permit, building permits and city inspections for the installed infrastructure upon compliance with applicable ordinances and conditions, but shall not be entitled to receive any Certificates of Occupancy until the Property is served by public water and sewerage provided by Newnan Utilities.
- 4) The development shall be subject to the Development Agreement attached hereto and incorporated herein by reference as attached Exhibit "D" between and among Green Top Road, LLC, Pulte Home Company, LLC, the City of Newnan, Georgia, and Newnan Utilities.

EXHIBIT C  
PAGE 1 OF 5

[illegible][illegible][illegible]

|                                                                                                                                                                                                                        |             |             |                                 |             |                         |             |                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|---------------------------------|-------------|-------------------------|-------------|--------------------------------------------------|
| AVERAGE LOT SIZE = 11,000 SQFT                                                                                                                                                                                         |             |             |                                 |             |                         |             |                                                  |
| PROPOSED DENSITY = 2.03 UNITS/ACRES                                                                                                                                                                                    |             |             |                                 |             |                         |             |                                                  |
| <table border="1"> <tr> <td>76 LOTS</td> <td>52 WIDE LOT</td> </tr> <tr> <td>18 ADDITIONAL FAMILY (199 LOTS)</td> <td>57 WIDE LOT</td> </tr> <tr> <td>ESTATE HOMES (119 LOTS)</td> <td>62 WIDE LOT</td> </tr> </table> | 76 LOTS     | 52 WIDE LOT | 18 ADDITIONAL FAMILY (199 LOTS) | 57 WIDE LOT | ESTATE HOMES (119 LOTS) | 62 WIDE LOT | OPEN SPACE = 33.68%<br>OPEN SPACE = \$3.10/ACRES |
| 76 LOTS                                                                                                                                                                                                                | 52 WIDE LOT |             |                                 |             |                         |             |                                                  |
| 18 ADDITIONAL FAMILY (199 LOTS)                                                                                                                                                                                        | 57 WIDE LOT |             |                                 |             |                         |             |                                                  |
| ESTATE HOMES (119 LOTS)                                                                                                                                                                                                | 62 WIDE LOT |             |                                 |             |                         |             |                                                  |

**24 HOUR CONTACT:**  
**GAREN SMITH**  
**770.381.3450**



Know what's below.  
Call before you dig.

**ZONING PLAN**  
**GREEN TOP ROAD**  
**AND LOTS 107 & 86**  
**5TH DISTRICT**  
**OF NEWNAN, GEORGIA**



OWNER/DEVELOPER

**PULTE  
GROUP**

2475 NORTHWINDS PKWY # 600  
ALPHARETTA, GA 30009  
PHONE: (770) 381-3450

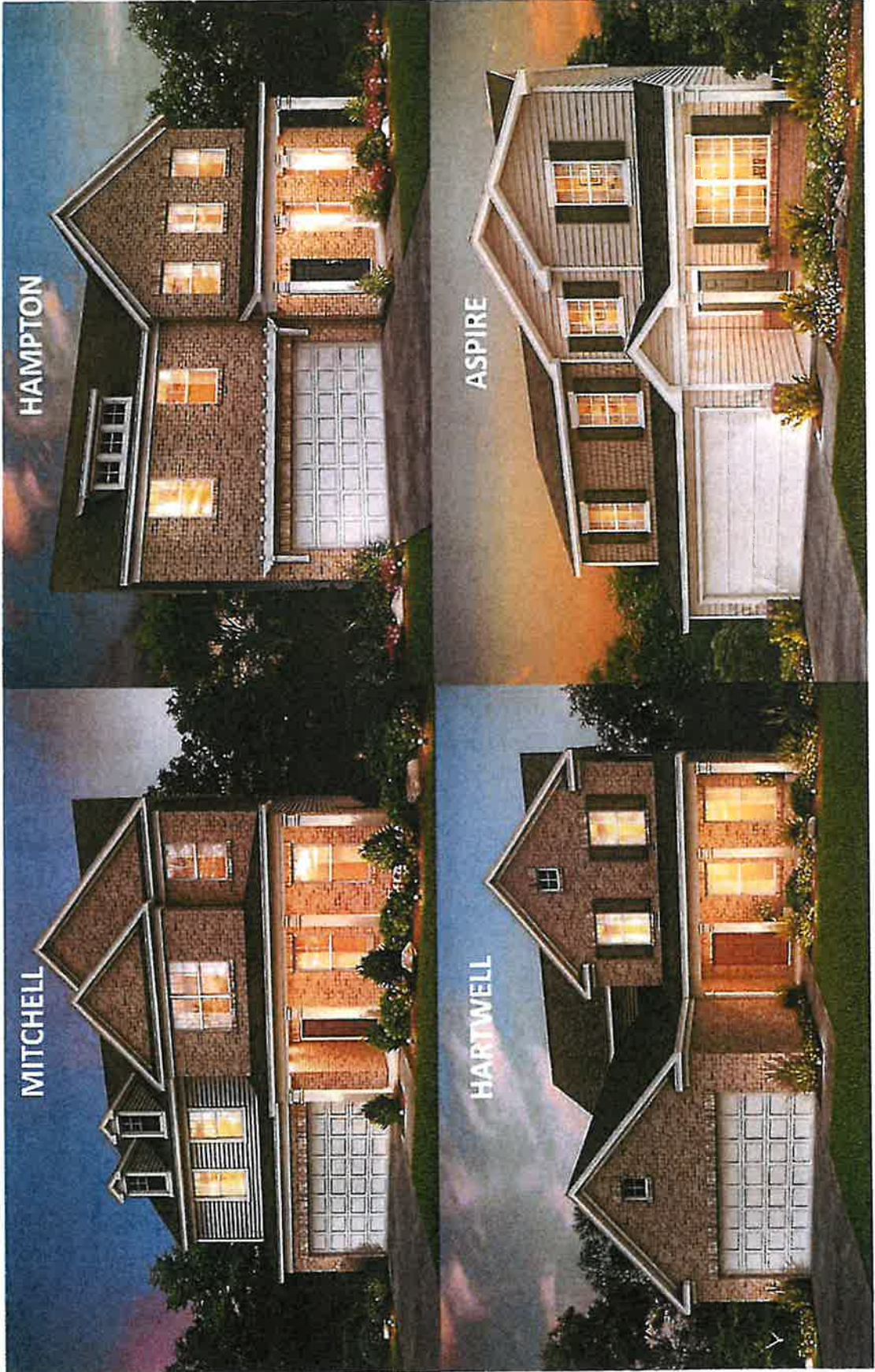
REVISIONS

**ZONING PLAN**  
**Z100**









**DRAFT 6-5-2023**

STATE OF GEORGIA  
COUNTY OF COWETA

RE: 163.61 Acres on Green Top Road  
Tax Reference ## 085 5107 002,  
085 5086 001, 085 5086 003, and  
085 5107 003 (portion south of  
Green Top Road)  
Land Lots 86 and 107 of the 5th Land  
District of Coweta County, Georgia Records

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Development Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by, between, and among the CITY OF NEWNAN, GEORGIA, a political subdivision of the State of Georgia (hereinafter the "City"), PULTE HOME COMPANY, LLC, a Michigan limited liability company (hereinafter "Developer"), GREEN TOP ROAD, LLC, a Georgia limited liability company (hereinafter "Owner"), and NEWNAN UTILITIES, a Georgia municipal corporation (hereinafter "Newnan Utilities") (hereinafter sometimes collectively referred to as the "Parties").

**PREAMBLE:**

WHEREAS, Developer currently has a contract to acquire certain property depicted on Exhibit "A" attached hereto and made a part hereof, which consists of approximately 163.61 acres on Green Top Road in Land Lots 86 and 107 of the 5<sup>th</sup> Land District, Coweta County, Georgia, and being Tax Parcels ## 085 5107 002, 085 5086, 001, 085 5086 003, and 085 5107 003 (portion south of Green Top Road) (hereinafter the "Property"); and

WHEREAS, Developer and Owner have applied for annexation and rezoning into the City;  
and

WHEREAS, City, Developer, Owner, and Coweta County participated in an annexation arbitration proceeding as required by Georgia law regarding the "Property"; and

WHEREAS, as a result of the arbitration proceeding, there was an Arbitration Panel Decision, which was affirmed by Superior Court Order, as evidenced by the Certificate of Zoning, Land Use or Density Restrictions (pursuant to O.C.G.A. § 36-36-115) recorded March 28, 2023 in Deed Book 5624, Pages 360-365 in the Office of the Clerk of Superior Court of Coweta County, Georgia setting forth at Deed Book 5624, Pages 363-365, twenty-six (26) zoning and development

conditions applicable to the Property until February 9, 2025 ("Arbitration Conditions", attached hereto as Exhibit "B", Deed Book 5624, Pages 363-365 and incorporated herein by reference); and

WHEREAS, it is the desire of the Parties to set forth in this Development Agreement the terms and conditions upon which the Property will be developed in the event the Property is annexed into the City and rezoned as requested by the Developer and Owner.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated and for the sum of One and 00/100 Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **I. Incorporation**

The Provisions contained in the Preamble and Recitals are incorporated herein. The Exhibits attached to this Development Agreement are listed below and incorporated herein:

|           |                                    |
|-----------|------------------------------------|
| Exhibit A | Legal Description of Property      |
| Exhibit B | Arbitration Conditions             |
| Exhibit C | Site Plan for Property             |
| Exhibit D | Newnan Utilities Will Serve Letter |

### **II. Development Consistent with City of Newnan Goals and Arbitration Conditions**

The Parties agree that they are entering into this Development Agreement for the purposes of making the development, application submittals, review, approval process, and administrative process efficient for Developer, Owner, City, and Newnan Utilities, while taking into account the Arbitration Conditions and other provisions of City ordinances.

### **III. Development Standards for the Property**

The Property shall be developed according to the City's Zoning and Development Ordinance in effect on the date of this Agreement, and the Arbitration Conditions, together with the provisions of this Development Agreement. It is the intention of the Parties that all Arbitration Conditions except Condition 18 (provision of water and sewerage services addressed in the immediately following paragraph) apply throughout the development of the project.

#### **A. Utilities.**

After February 9, 2025, public water and sewerage shall be provided by Newnan Utilities. The Developer/Owner shall comply with all conditions contained in the Will Serve letter from Newnan Utilities dated May 10, 2023 (attached hereto as Exhibit "D" and incorporated herein by reference).

**B. Permits.**

Upon compliance with applicable ordinances and conditions, the Owner and/or Developer of the Property shall be entitled to receive a land disturbance permit, building permits, and city inspections for the installed infrastructure but shall not be entitled to any certificates of occupancy for any residence or clubhouse on the Property unless the residence or clubhouse for which the certificate of occupancy is requested is served by public water and sewerage provided by Newnan Utilities.

**C. Site Plan.**

The development of the Property shall be generally consistent with the site plan attached as Exhibit "C".

**IV. Property Owner's Association Restrictive Covenants**

The Parties anticipate that the Developer will voluntarily form an Owner's Association and record a declaration of easements and restrictive covenants applicable to the Property. The covenants and restrictions for the Property shall provide that no more than 10% of the residential units shall be made available for rental at any one point in time.

**V. Date of Effectiveness and Term of this Development Agreement**

The Development Agreement shall be effective among the Parties, their successors and assignees, immediately upon execution of this Development Agreement by all Parties hereto. The term of this Development Agreement is twenty (20) years, from the effective date or until the obligations of the Parties are complete, whichever occurs first.

**VI. Covenants Running with the Land**

The terms and conditions of this Agreement shall be recorded in the public records of the office of the Clerk of Superior Court of Coweta County and shall be binding upon the Parties, and their successors in title, and shall run with the title to the Property and shall be a covenant running with the Property.

**VII. Miscellaneous**

The Parties acknowledge that during the annexation and rezoning process additional conditions may be adopted which will require the modification of this Development Agreement. In the event annexation and/or rezoning are not granted, this Development Agreement shall be voidable by any Party upon written notice to the other Parties.

EXECUTED and made effective as of the last date executed by duly authorized officers of each of the respective Parties in multiple counterparts, each of which shall have the force and effect of an original.

**CITY:**  
**CITY OF NEWNAN, GEORGIA**  
 a political subdivision of the  
 State of Georgia

**DEVELOPER:**  
**PULTE HOME COMPANY, LLC**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Sworn and subscribed to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Sworn and subscribed to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

**NEWNAN UTILITIES:**  
**NEWNAN UTILITIES**  
 a Georgia municipal corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Sworn and subscribed to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

(Signatures Continued on Following Page)

**OWNER:**  
**GREEN TOP ROAD, LLC**  
**a Georgia Limited Liability**  
**Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**OWNER:**  
**GREEN TOP ROAD, LLC**  
**a Georgia Limited Liability**  
**Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**OWNER:**  
**GREEN TOP ROAD, LLC**  
**a Georgia Limited Liability**  
**Company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

|         |         |
|---------|---------|
| EXHIBIT | D       |
| PAGE    | 6 OF 12 |

### SUBJECT PROPERTY

#### Surveyed Property Line Description for Overall Parcel

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lots 86 & 107 of the 5th District, Coweta County, Georgia, and being more particularly described as follows:

Beginning at a concrete monument found at the intersection of the of the southerly right-of-way of Greentop Road (80' right-of-way) and the easterly line of Land Lot 107, said point being the POINT OF BEGINNING;

Thence leaving said right-of-way running along said Land Lot Line South 01 degrees 02 minutes 16 seconds West 2598.70 feet to a nail set on the westerly right-of-way of CSX Railroad (200' right-of-way);

Thence along said right-of-way South 24 degrees 31 minutes 01 seconds West 446.64 feet to a 3/4" open top pipe found;

Thence along said right-of-way South 24 degrees 38 minutes 13 seconds West 276.24 feet to a point;

Thence along said right-of-way South 26 degrees 19 minutes 03 seconds West 205.83 feet to a point;

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Thence along said right-of-way South 38 degrees 03 minutes 23 seconds West 142.35 feet to a 3/4" open top pipe found;

Thence along said right-of-way South 38 degrees 03 minutes 23 seconds West 46.00 feet to a point;

Thence along said right-of-way South 44 degrees 18 minutes 48 seconds West 191.04 feet to a point;

Thence along said right-of-way South 50 degrees 07 minutes 53 seconds West 188.10 feet to a point;

Thence along said right-of-way South 54 degrees 04 minutes 43 seconds West 114.00 feet to a point;

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Thence leaving said right-of-way North 01 degrees 06 minutes 31 seconds East 1217.08 feet to a 3/4" open top pipe found;

Thence North 01 degrees 06 minutes 33 seconds East 47.50 feet to a 3/4" open top pipe found on the southerly line of Land Lot 107;

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Thence along said property line North 87 degrees 54 minutes 45 seconds West 738.25 feet to a 1" open top pipe found;

Thence leaving said Land Lot Line North 01 degrees 09 minutes 38 seconds East 199.99 feet to a 1" square iron found;

Thence North 00 degrees 54 minutes 49 seconds East 1311.40 feet to a #4 rebar found;

Thence North 01 degrees 08 minutes 19 seconds East 1089.83 feet to a 2" open top pipe found on the southerly right-of-way of Greentop Road (80' right-of-way);

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Thence along said right-of-way North 74 degrees 40 minutes 46 seconds East 228.35 feet to a point;

Thence along said right-of-way a curve to the right an arc length of 534.96 feet, said curve having a radius of 2484.30 feet, and being subtended by a chord of 533.93 feet, at North 83 degrees 17 minutes 14 seconds East to a point;

Thence along said right-of-way North 89 degrees 05 minutes 11 seconds East 148.73 feet to a point;

Thence along said right-of-way North 89 degrees 53 minutes 07 seconds East 208.79 feet to a point;

Thence along said right-of-way South 89 degrees 55 minutes 43 seconds East 358.04 feet to a concrete monument found, said point being the POINT OF BEGINNING;

Said tract or parcel contains 163.61 Acres (7126809 Square Feet), more or less.

EXHIBIT "B"

|         |         |
|---------|---------|
| EXHIBIT | D       |
| PAGE    | 7 OF 12 |

BK:5624 PG:360-365

D2023004025

FILED IN OFFICE  
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NIKI SEWELL, CLERK  
SUPERIOR COURT  
COWETA COUNTY, GA

After Recording return to:  
Nathan T. Lee  
Glover & Davis, P.A.  
10 Brown Street  
Newnan, Georgia 30263

*Niki Sewell*

9281298029  
PARTICIPANT ID

(Note: Above space to be used for filing in Superior Court Clerk's Office of Deeds and Records)

IN THE SUPERIOR COURT OF COWETA COUNTY  
STATE OF GEORGIA

IN RE:

GREEN TOP ROAD, LLC and PULTE  
HOMES, LLC,

Appellants/Petitioners/Annexation  
Applicants

vs.

CITY OF NEWNAN, GEORGIA

Municipal Corporation/Appellant

and

COWETA COUNTY, GEORGIA,

Appellee/Respondent

ARBITRATION PANEL

Respondents.

CIVIL ACTION FILE NO. 2023SUV0066

CERTIFICATE OF ZONING, LAND USE OR DENSITY RESTRICTIONS  
(Pursuant to O.C.G.A. § 36-36-115)

DATE ORDER GRANTED: February 9, 2023

GRANTEE: Green Top Road, LLC

**EXHIBIT "B"**

**BK:5624 PG:361**

|         |         |
|---------|---------|
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| PAGE    | 8 OF 12 |

STATE OF GEORGIA

COUNTY OF COWETA

THIS INSTRUMENT, made this the 28<sup>th</sup> day of March, 2023, placing zoning, land use or density conditions on real property owned by Green Top Road, LLC as shown by the following deeds recorded in the Coweta County, Georgia real property records:

Tax Parcel I.D.: 85 5086 001: Deed Book 5376, Pages 750-751; Deed Book 5376, Pages 752-753; Deed Book 5376, Pages 754-755;

Tax Parcel I.D.: 85 5086 003: Deed Book 5143, Pages 731-732; Deed Book 5143, Pages 733-734;

Tax Parcel I.D.: 85 5107 002: Deed Book 5143, Pages 719-720; Deed Book 5143, Pages 721-722; Deed Book 5143, Pages 723-724; Deed Book 5143, Pages 725-726; Deed Book 5143, Pages 727-728; Deed Book 5376, Pages 745-747; Deed Book 5376, Pages 748-750;

Tax Parcel I.D.: 85 5107 003: Deed Book 5143, Pages 719-720; Deed Book 5143, Pages 721-722; Deed Book 5143, Pages 723-724; Deed Book 5143, Pages 725-726; Deed Book 5143, Pages 727-728;

and being described as:

All that tract or parcel of land, containing 8.92 acres situate, lying and being in Land Lot 86 of the Fifth Land District of Coweta County, Georgia and being Tract B, as shown by plat of property for William F. Lee and Ida Lee Ellis, dated May 29, 1981, made by John R. Christopher, R.L.S., as recorded in Plat Book 29, Page 35, in the Office of the Clerk of the Superior Court of Coweta County, Georgia to which plat reference is hereby made for a more particular and accurate description of the property conveyed herein.

And

All that tract or parcel of land, containing 8.92 acres situate, lying and being in Land Lot 86 of the Fifth Land District of Coweta County, Georgia and being Tract A, as shown by plat of property for William F. Lee and Ida Lee Ellis, dated May 29, 1981, made by John R. Christopher, R.L.S., as recorded in Plat Book 29, Page 35, in the Office of the Clerk of the Superior Court of Coweta County, Georgia to which plat reference is hereby made for a more particular and accurate description of the property conveyed herein.

And

A certain tract or parcel of land, containing 26.14 acres, situate, lying and being in Land Lot 107, 5<sup>th</sup> Land District, Coweta County, Georgia, more particularly described as follows:

BEGINNING at an iron pin on the South line of Land Lot 107, said pin being 750 feet, more or less, East of the intersection of said South line with the East line of Land Lot 106 and from said beginning point run thence South 89 degrees 0 minutes East 740 Feet to an iron pin; thence North 0 degrees 8 minutes West

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1533 feet to a corner post; thence South 90 degrees 0 minutes West 750 feet; thence South 0 degrees 30 minutes East 1520 feet to the point of beginning.

Said property is bound on the North and East by property of T.K. Barron; on the West and South by property of N.T. Brewster.

Said property is more particularly identified according to a plat of survey made by T.Y. Maddox of record in Plat Book 9, Page 23, Office of the Clerk, Coweta County Superior Court.

And

A certain tract or parcel of land lying and being in the Fifth District, said State and County and being a part of lot of land No. 107 in said District and containing 23.18 acres more or less and more particularly described as follows: BEGIN at a point on the North line of said lot of land No. 107 which said point is 1485 feet from the original Northeast corner of said lot; thence run South 1447 feet to the lands hereinbefore conveyed to Mrs. May Herrin Powell; thence run West 737 feet to the lands of McMakin; thence run North along the line between the property herein conveyed and the McMakin lands 1087 feet more or less to where said line crosses or intersect a certain public road known as the Old Atlanta Public Road; thence run Northeast along said Old Atlanta Public Road 137 feet; thence run North 9 degrees West 250 feet; thence run North 41 degrees West 93 feet to the original North line of said lot on land No. 107 thence run East along the original North line of said lot of land No. 107, 685 feet to the beginning point.

This being the same property as that conveyed by Mrs. Willie Herring King to T.K. Barron by Warranty Deed of record in Deed Book 36, Page 299, Office of the Clerk of Coweta Superior Court.

## ALSO:

All that certain piece, parcel or tract of land containing One Hundred One and 75/100 (101.75) acres, more or less, lying and being situate on the Atlanta Road about Four (4) miles North of the town of Newnan, in the 5<sup>th</sup> Land District, Coweta County, State of Georgia, and more particularly described as Tracts Number Four (4) and Five (5) of the W.A. Herring Place, according to a plat prepare by T. Y. Maddox, Surveyor, on June 20 and 21, 1935, a copy of which is now on file with the Federal Land Bank of Columbia. Said property being bounded, now or formerly, as follows, to wit: North by lands of Mrs. H. W. Sieb and Atlanta Road; East by lands of Mrs. H.W. Seib; South by lands of Mrs. J.F. Lee and Eleanor McMakin; West by lands of Mrs. May H. Powell and Mrs. King. This being the same property as that conveyed by Federal Land Bank to T.K. Barron by Warranty Deed of record in Deed Book 33, Page 513, Office of the Clerk, Coweta Superior Court.

WITNESSETH: That pursuant to Georgia Code section 36-36-115(b), the Arbitration Panel designated by the Department of Community Affairs placed the following restrictions or conditions on the use of the property above-described which remains in effect by operation of law for two (2) years as set out in Georgia Code section 36-36-117

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from the date of the Order affirming said decision, February 9, 2023, and applying to all heirs, successors, and assigns of right, title or interest in the property with such restrictions or conditions automatically expiring on February 9, 2025:

1. The maximum number of lots is restricted to three hundred (300) single-family, detached, fee-simple owned homes.
2. A landscape plan shall be submitted to the appropriate department for review and approval prior to any plantings.
3. The applicant shall use a variety of techniques to avoid the monotonous appearance of identical homes. Such techniques may employ among others the use of differing front elevations, architectural styles, building exteriors, setbacks, and other similar techniques to provide a more pleasing appearance to the subdivision. No vinyl or wood siding shall be allowed.
4. Right-of-way shall be reserved for a paved and publicly dedicated roadway to connect this development with a possible adjoining future development to the west and the portion of the connection within this development shall be constructed in conjunction with construction of the streets in this development.
5. Left turn and right turn lanes shall be constructed (Acceleration and Deceleration lanes to County Standards) at the proposed full service access to Green Top Road.
6. Physical medians shall be constructed (to County Standards) at the proposed right-in-right-out access points on Green Top Road as well as any roadway widening to allow for the median construction.
7. The applicant shall contribute a five-year bond in the amount of \$500,000 to assist with the implementation of the intersection improvement project at Hal Jones Road/Green Top Road at US 29; Bonded amounts will be paid to Coweta County upon proof of a Notice to Proceed with construction being issued for upgrade of intersections located at Green Top Road and Highway 29, Hal Jones Road and Highway 29 and Green Top Road and Herring Road.
8. The applicant shall contribute a five-year bond in the amount of \$250,000 to assist with the implementation of intersectional improvement projects at Green Top Road and Herring Road and Herring Road and Bledsoe Road; Bonded amounts will be paid to Coweta County upon proof of a Notice to Proceed with construction being issued for upgrade of intersections located at Green Top Road and Highway 29, Hal Jones Road and Highway 29 and Green Top Road and Herring Road.
9. The applicant shall comply with all requirements of City of Newnan's Stormwater Management, Soil Erosion and Sedimentation Control, and Wetlands Protection

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**Ordinances.** Stormwater management shall also meet the requirements of the Metropolitan North Georgia Water Planning District.

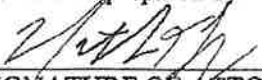
10. Access onto Green Top Road will require a permit from Coweta County.
11. All applicable requirements of the Fire, Environmental Management, and Building Department shall be met.
12. Left turn and right turn lanes shall be constructed at the proposed full-service access to Green Top Road.
13. Physical medians shall be constructed at the proposed right-in/right-out access points on Green Top Road as well as any roadway widening to allow for the median construction.
14. There shall be one main entrance with two secondary entrances on each side of the main entrance that are right-in/right-out only.
15. The amenities shall be specifically designed to meet the recreational and social needs of families shall include a 2,800 square feet minimum pool, playgrounds, dog park, mailbox kiosk, and walking trails. The clubhouse shall be 1,800 heated square feet minimum of heated floor space.
16. The existing ponds and wetlands will be retained in order to create a natural environment.
17. Natural vegetation shall remain on the property prior to issuance of a Land Development Permit.
18. The property shall be served by public water and sewerage facilities provided by the Coweta County Water and Sewer Authority.
19. All drainage features shall be in accordance with standards and specifications of the City of Newnan and no extension shall be made (leading to or) from the street drainage through abutting property without approval of the City. Should it become necessary to pipe or otherwise convey roof, groundwater and/or yard drainage to the City stormwater system, prior to doing so, a plan shall be submitted to the appropriate City Department for consideration.
20. All front, side, and rear yards of all disturbed grass areas on lots shall be sodded.
21. All utilities that provide service to the proposed subdivision shall be placed underground.

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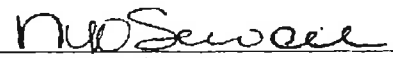
22. The subject property shall be limited to single-family, detached buildings; customary accessory buildings and uses; and home occupations.
23. There shall be a 135-foot building setback (Green Top centerline) and a 50-foot planted buffer along the entire frontage on Green Top Road, except entrances.
24. All garage doors shall be architecturally treated similarly to the renderings submitted.
25. The Lot information and setbacks shall be as follows:
- Minimum street Frontage 30-feet
  - Minimum lot width at front setback 40-feet
  - Minimum floor area 1,600 square feet
  - Maximum impervious area 60%
  - Minimum lot size 8,200 square feet
  - Front setback 30-feet
  - Side setback 5-feet
  - Major side (double frontage) 10-feet
  - Rear setback 20-feet
  - Building separation 10-feet
  - Maximum building height 2 stories/40-feet
26. There shall be a 25-foot natural, vegetated buffer around the perimeter of the site along the west, south, and east property lines.

Certificate prepared by:

  
SIGNATURE OF ATTORNEY

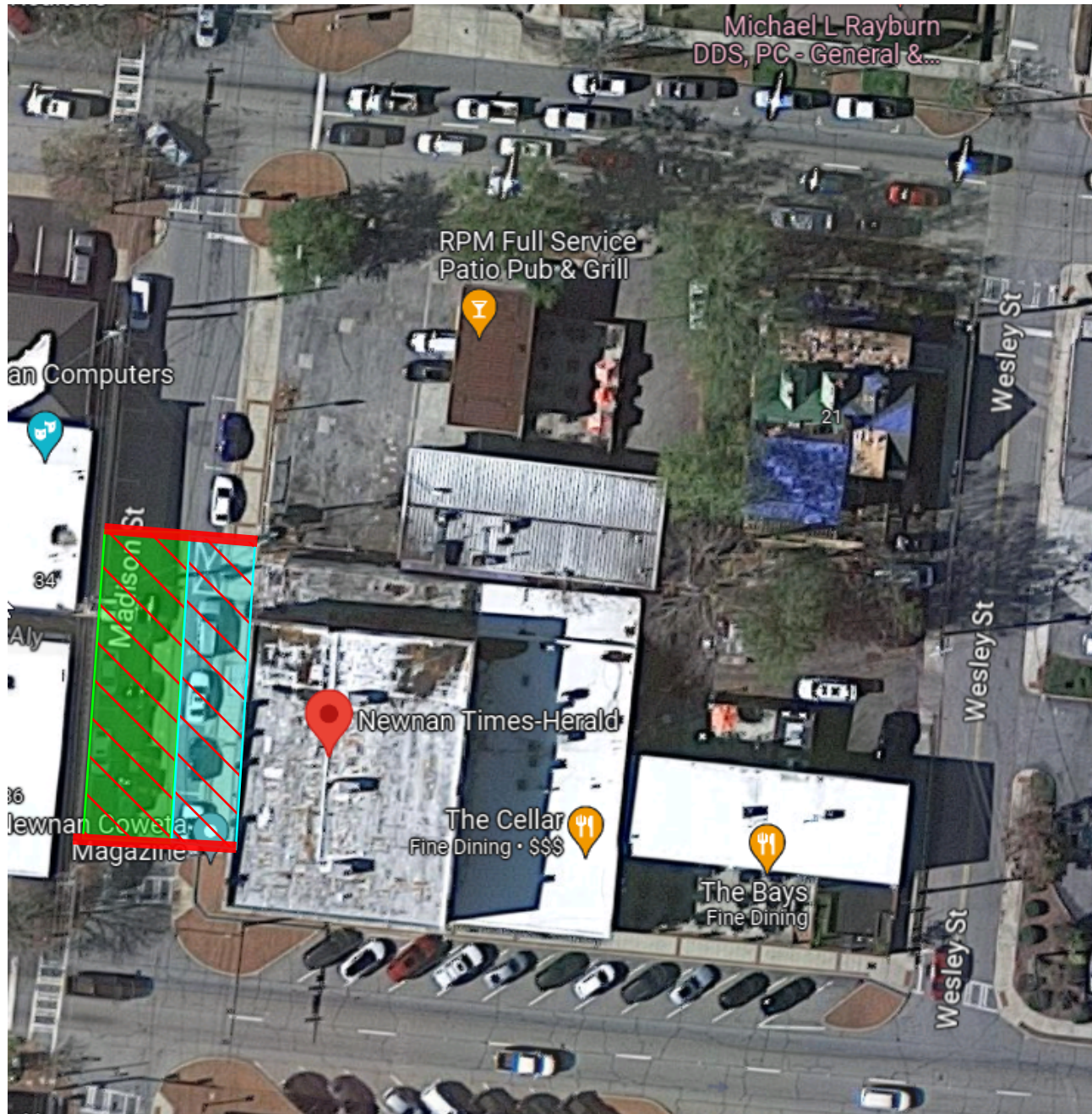
State Bar # 443770

I do hereby certify that the above information is based on the Order of the Superior Court of Coweta County by affirmation of the Arbitration Panel on February 9, 2023, as set forth above.

By:   
Clerk of the Superior

72 Greenville Street  
Newnan, Georgia 30263  
Superior Court Return Mailing Address

# Newnan Times Herald Re-Roofing Project Madison Street Street, Sidewalk, & Parking Closure



## Street Closure

**Tuesday, November 28th &  
Friday, December 1st from  
5:00am - 5:00pm**

**Sidewalk & Parking Spots**  
**5:00 am Monday, November**  
**27th - 5:00 pm Friday,**  
**December 1st**

Hey, Megan!

The Newnan Times-Herald would like the opportunity to set up a tent on the court square on Nov. 25 for Small Business Saturday, in order to offer free gift wrapping for gifts purchased from downtown merchants in our Georgia Tartan paper that we're printing to celebrate the holidays. There would be no charge for the service.

While we're there, we'd also like to sell copies of our cookbook, Coweta Cooks. We have a booth reserved at Market Day, but would also like to be able to participate in the Shop Small initiative downtown.

Our setup includes a standard 10x10' tent, one 8' table and two 4' tables, all covered with tablecloths. I expect between two and four volunteers will be on site. We'd like to be there between 10 a.m. and 4 p.m.

If you have any questions, feel free to call me at 678-552-7515.

Thanks!

Beth

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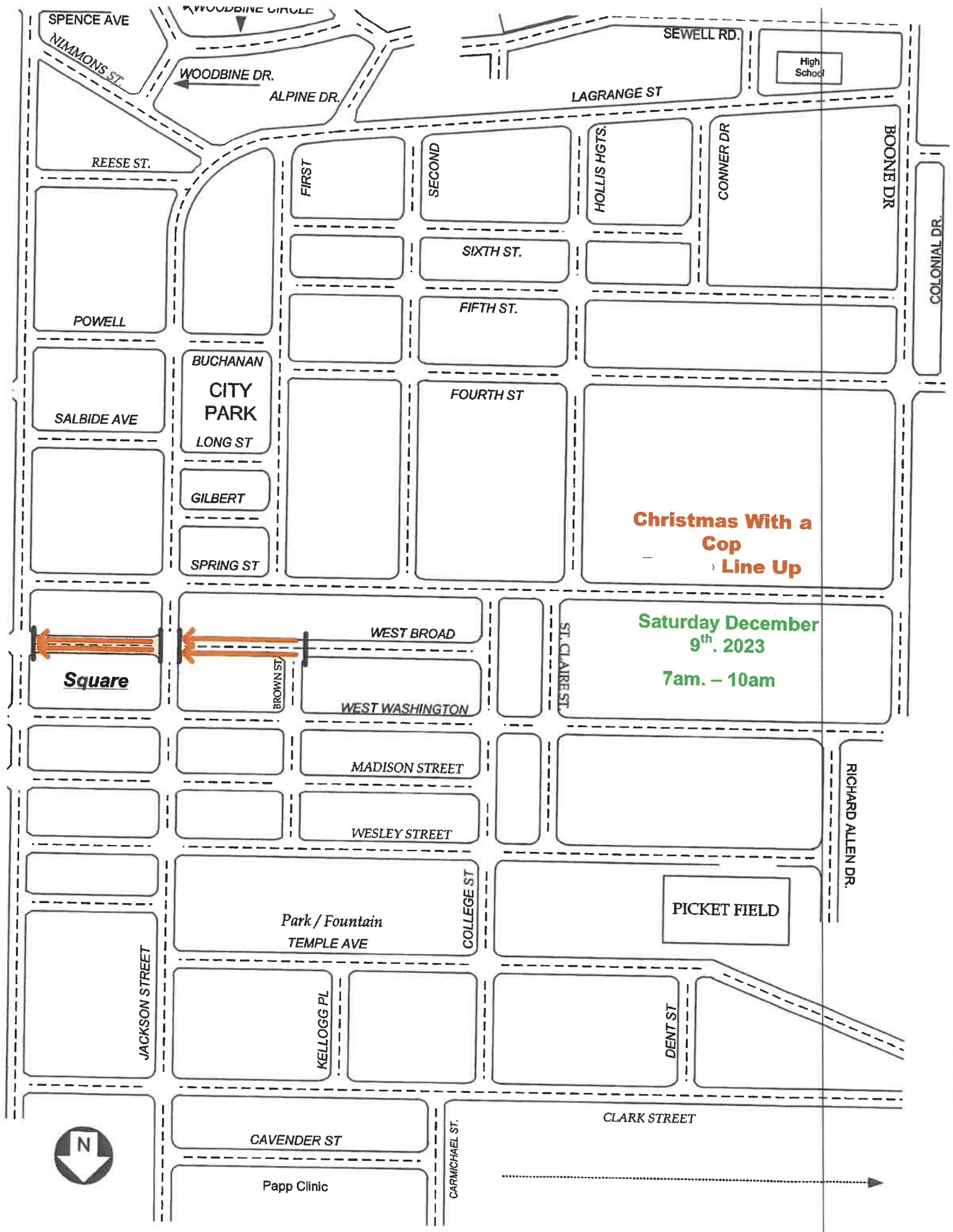
Elizabeth Neely

Co-Publisher

The Newnan Times-Herald

Newnan-Coweta Magazine

770-253-1576



### **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

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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).