



Newnan City Council Meeting

August 27, 2024

Newnan City Hall

Richard A. Bolin Council Chambers

25 LaGrange Street

6:30 PM

CALL TO ORDER

INVOCATION

READING OF MINUTES

- A. Minutes from Regular Meeting on August 13, 2024

REPORTS OF BOARDS AND COMMISSIONS

- B. Swearing In of Youth Council Students
- C. 1 Appointment - Bicentennial Committee
- D. 1 Appointment - Christmas Commission, 3 year term
- E. 2 Appointments - Keep Newnan Beautiful, 3 year terms
- F. 1 Appointment - Youth Activities Commission, 3 year term

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- G. Consideration of Municipal Court Appointment - Indigent Defense Attorney
- H. Consideration of Engineering Services Master Agreement for Jefferson St Roundabout Intersection Improvements
- I. Consideration of Task Order No. 1- Scope and Fees for Jefferson St Roundabout Intersection Improvements
- J. Presentation from Nichols Cauley of the Audited 2023 Financial Statements - Greg Chapman

UNFINISHED BUSINESS

- K. Public Hearing-Zoning Ordinance Text Amendment -Article 11-Revising certain language and section as they pertain to changes in standards for granting variances.

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- L. Request from Historical Society to Renew Lease Agreement for 27 Clark St.

MOTION TO ENTER INTO EXECUTIVE SESSION

M. Motion to Enter into Executive Session

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, August 13, 2024 at 2:30 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, Jim Thomasson, Rhodes Shell, Cynthia Jenkins, Paul Guillaume and Dustin Koritko. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; Assistant City Manager, Meg Kelsey; City Clerk, Megan Shea and City Attorney, Brad Sears.

READING OF MINUTES

A. Minutes from the Regular Meeting on July 16, 2024

Motion by Councilman Koritko, seconded by Councilman Thomasson to dispense with the reading of the minutes of the Regular Council Meeting on July 16, 2024 and adopt them as presented.

MOTION CARRIED. (7-0)

B. Minutes from the Work Session on July 16, 2024

Motion by Councilman DuBose, seconded by Councilman Koritko to dispense with the reading of the minutes of the Work Session on July 16, 2024 and adopt them as presented.

MOTION CARRIED. (7-0)

REPORTS OF BOARDS AND COMMISSIONS

C. 1 Appointment – Bicentennial Committee

Continue to next agenda.

D. 2 Appointments – Board of Zoning Appeals, 3-year terms

Motion by Mayor Pro Tem Guillaume, seconded by Councilman Koritko to reappoint Kris Lovell for another term.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Councilman Thomasson to reappoint Sally Hensley for another term.

MOTION CARRIED. (7-0)

E. 1 Appointment – Christmas Commission, 3-year term

Continue to next agenda.

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

Continue to next agenda.

G. 1 Appointment – Tree/Parks Commission, 3-year term.

Motion by Councilman DuBose, seconded by Councilman Koritko to appoint Jason Lucas.

MOTION CARRIED. (7-0)

H. 1 Appointment – Youth Activities Commission, 3-year term

Continue to next agenda.

CITY MANAGER

Mr. Phillips updated Council that while the Bicentennial Committee does still need one more appointment, Staff is working on scheduling an initial kick off meeting for the committee. Councilman Koritko said he has identified a possible appointment and they are discussing it.

NEW BUSINESS

I. Public Hearing – Application for Alcohol Beverage License – Art and Jake’s of Georgia, LLC– Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine – 510 Newnan Crossing Bypass– Reason: New Owner

Mayor Brady opened a public hearing on the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine for Art and Jake’s at 510 Newnan Crossing Bypass.

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

Motion by Councilman DuBose, seconded by Councilman Koritko to approve the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine License.

MOTION CARRIED. (7-0)

J. Public Hearing – Application for Alcohol Beverage License – Newells Grocery– Retail Off Premise (Package) Sales of Malt Beverages and Wine – 45 Robinson St. Ste A– Reason: New Owner

Mayor Brady opened a public hearing on the application for a Retail Off Premise (Package) Sales of Malt Beverages and Wine for Newells Grocery at 45 Robinson St. Ste A.

A representative of applicant was present for the hearing.

Opposed:

Tina Melson spoke against the alcohol license. She lives near Newells Grocery and she asked if this is new or they are going to keep it the same? Mayor Brady confirmed it is staying the same, selling beer and wine, not liquor. Ms. Melson said the neighborhood is an older neighborhood and she said people walk up and down the street with beer and wine that they've purchased. The neighbors want a quiet, peaceful neighborhood and Ms. Melson asked Council to reconsider this license.

Sylvia Hayes spoke against the alcohol license. Her parents live on the street and said it was a quiet street until the grocery store came. She expressed concern over the license being a "package" license and said they are currently selling and how can they do that without a license. Mayor Brady explained that they do have a current license to sell, this just changes the owner. He then explained that "package" just allows the owner to sell in a can or bottle and put it in a bag and someone can walk out with it, as opposed to a "pouring" license.

Chief Blankenship said that there have not been any issues in that neighborhood or with the grocery store. Councilwoman Jenkins asked how can the neighbors properly report issues if they see any? Chief Blankenship said they can call PD with any concerns and they will investigate.

Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

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

MOTION CARRIED. (7-0)

K. Public Hearing (First of 3 to be held) – 2024 Millage Rate

Mayor Brady began by stating that if anyone was present to speak about the Board of Education Millage Rate, Coweta County Millage Rate or assessed value of property, then this is not the meeting to do that. He explained that the City of Newnan does not assess property values, that is done by the County Tax Assessor and then that information is provided to the City. This public hearing is for residents of the City of Newnan and the number of people will not be limited so everyone who is a City resident can speak. There is a 2-minute limit per person, the clock will stop if a question is asked and needs to be answered.

City Manager explained that there were technical issues going on with the recording and unfortunately for anyone at home watching the live stream there is no audio. It was decided to move on with the other items on the agenda and come back to this when the audio was hopefully back.

L. Establishing a Retirement Plan Committee for the 401a and 457b plans

Meg Kelsey, Assistant City Manager, explained that there is a Pension committee for the defined benefit plan, this would be an additional committee. The focus of the group is to provide oversight for the 401a and 457b plans. The bylaws for the committee are in the resolution and the 5 members of the committee are proposed as Meg Kelsey, Megan Shea, Ray Norton, Damon Rosser and Brent Blankenship.

Councilman Koritko asked why there are 2 committees for retirement? Ms. Kelsey said 3 of the members from the Pension committee are also on this committee and they will both work as a team.

Motion by Mayor Pro Tem Guillaume, seconded by Councilman Shell to adopt the resolution with the bylaws of the Retirement Plan Committee as presented.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Mayor Pro Tem Guillaume to appoint the committee members as recommended.

MOTION CARRIED. (7-0)

M. Request to Close West Broad St. on September 7th, 2024 for NURA Fall Housing Fair

Andrew Moody, Projects Manager, explained that this is for a housing resource fair, where vendors have been invited to come and share what services and programs are available to citizens and if they qualify.

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

MOTION CARRIED. (7-0)

N. Consideration of Design/Build Contract Award for Additional Pickleball Courts

Ms. Kelsey said the City put out an RFQ for 6 additional Pickleball Courts using SPLOST funding. CPS and Staff recommend a contract with Headley Construction. The design costs submitted were little over \$100,000 with a \$10,000 pre-construction fee. Design will come back to Council with full costs for approval.

Mayor Brady asked if the design specifications are the same as current courts? Ms. Kelsey said yes and Headley was the contractor on the first set of courts so they are very familiar with that.

Motion by Councilman Shell, seconded by Councilman Thomasson to approve the contract award as presented.

MOTION CARRIED. (7-0)

O. Council Direction on Charter Amendment and Code of Ordinances Amendment Pertaining to Adoption of Ordinances

Mr. Phillips said this is not for adoption today but for direction. If a Charter amendment is approved that will require a series of advertisements and meetings before adoption. The proposal is to change the second reading requirement on adoption of ordinances. Currently if there is a not a 7-0 vote for an ordinance initially then a second reading is required, even if a member is absent and it's a 6-0 vote then a second reading is still needed. The amendment would state that if an ordinance is duly published on an agenda, so no off-agenda ordinances, then it can pass with 4 affirmative votes.

Councilman Shell commented that it might be easier when someone is absent to just have a unanimous vote whether that's 4 or 6 etc. Councilwoman Jenkins asked what precipitated this discussion? She thinks the process helps ensure that Council is taking the action that is necessary but she recognizes that this can hinder business at times. Some ordinances are codified and some are not so could the codified ones look different?

Mr. Phillips said there are times when this process effects business but Staff is just looking for direction from Council. Councilman Shell said he doesn't know how they would separate the different types of business. Mayor Brady said when it's a rezoning or annexation there is a public hearing but then on second reading there is no public hearing and this has caused some confusion with the citizens in the past. He said Staff can bring back different scenarios for Council to consider.

Councilman Thomasson clarified that the number of votes are not being reduced, as a second reading still needs 4 votes. City Attorney said this goes back to pre- 1960 when there was a strong Mayor form of government and this was put in place so an ordinance couldn't be introduced and passed last minute, as they didn't publish agendas back then. Generally, most other cities have just one vote with the exception of some smaller ones. The Charter was changed to account for a vacancy on Council so an ordinance can pass without a second reading. He did caution them from a business standpoint on creating too many pigeon holes with certain ordinances requiring different votes. They can look at what other cities are doing and bring different ideas back to Council.

No motion was made. Staff will bring this back for further consideration.

P. Consideration of Ordinance to Amend the Code of Ordinances, Chapter 3, Alcoholic Beverages, Sec 3-49, Persons Who Are Not Entitled to a License

Mr. Phillips explained that this would remove some people who cannot hold licenses. For many years the State of Georgia had a prohibition on any sitting city official or city employee holding an alcohol license. There is an employee that came and asked about this as he owns a restaurant. City Attorney said there was a case that ruled that a city official could not be prohibited from holding a

license and it was deemed that city employees should be treated the same and since then many cities have struck that prohibition from their ordinance.

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

MOTION CARRIED. (7-0)

UNFINISHED BUSINESS

Q. Consideration of Resolution for Transmittal of the 2024 Update to the Capital Improvements Element (CIE) including the Short-Term Work Program (STWP)

Chris Cole, Senior Planner, said this will come back to Council for adoption.

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

MOTION CARRIED. (7-0)

R. 5 Hamilton Bohannon Dr. – Request for Extension

Patrick Ramirez, Code Enforcement Officer, said that the owner is asking for a 30-45-day extension. The current extension granted expires at the end of August. Councilwoman Jenkins asked if a contractor is secured?

The owner said she has called many contractors and they were busy and it will be 3-4 weeks before they can do the work. Councilwoman Jenkins suggested giving 60 days so they have more time. Councilman Koritko asked if the property is secure? The owner said they keep the yard up.

Motion by Councilwoman Jenkins, seconded by Councilman Thomasson to grant a 60-day extension.

MOTION CARRIED. (7-0)

S. 2nd and Final Reading – Ordinance to Amend the 2023 Fiscal Year Budgets

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

MOTION CARRIED. (7-0)

T. 2nd and Final Reading – Adoption Agreement and General Addendum from Georgia Municipal Association for City of Newnan's Defined Benefit Retirement Plan

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

MOTION CARRIED. (7-0)

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

U. Clay Neely to Discuss July 4th Fireworks

Clay Neely, on behalf of the Newnan Rotary Club, wanted to thank Council for the partnership on the fireworks this year. They have been held at the fairgrounds the past few years with construction going on but this year they were able to bring them back to Newnan High School and there was a great turn out. They appreciated Councilwoman Jenkins being there and appreciate all the support.

Return to Public Hearing – 2024 Millage Rate

Mr. Phillips said that the AV techs were not able to figure out the audio issues but there is a recording on site so the video can be uploaded to social media after it is over. Mayor Brady said to proceed and he opened the public hearing.

Mr. Phillips thanked everyone for attending and said that the presentation he prepared is also on the City's website. This is the first of 3 public hearings to be held, a process that is determined by the Georgia Taxpayers Bill of Rights, which has been in place since 2000. He explained that the millage rate means one mil is equal to one dollar for every \$1,000 of assessed value and the assessed value is determined by the Tax Assessors office. Then that is applied to only 40%. For example, if a house is valued at \$400,000 then the millage is only applied to 40% or 160,000 of that.

After the 3 required public hearings are held, Council will vote on an ordinance to set the millage rate. The deadline to get the required forms to the County is Wednesday, August 21st.

Mr. Phillips started with why the increase? First is to balance the budget, not for next year but for the 2024 budget year that we are currently in. State law requires a balanced budget. Second, there is a long history of rolling back the millage rate and the City had a major loss from a large tax payer, the cancer center, that went from for profit to nonprofit. The loss from that was about \$800,000 annually in property tax and occupational taxes. City Council has made an investment in the past couple years in recruiting and retaining employees and it is working. Last year when pay package changes were requested there were 15 vacancies with the Police Department and this year there are currently no vacancies.

Over the years there has been an increasing dependence on local option sales tax, as that is the number one source of revenue, not property taxes but local option sales tax has been stabilizing and declining. Obviously, there are also inflationary expenses.

To balance the budget, the line item for property taxes was \$7.4 million, with the rollback rate of 2.595 there would be a shortfall of about \$1.2 million in that line item. The 3.12 that is proposed will get us to the \$7.4-million-line item in the budget.

Mr. Phillips pointed out that in December when he presented the 2024 budget, under the 3-year budget highlights he mentioned that the rollback millage rate would become harder to take each year and Council may want to consider a homestead exemption for homeowners. He also commented that a budget challenge would be estimating the necessary millage rate typically drawn on assessed values.

He showed a history of Council taking the roll back rate and the last time they did not was in 2018. 11 of the past 13 years Council has adopted the roll back rate and it has gone from 4.39 to 2.75.

Can the budget be cut? Staff has already been asked to look at travel and training and non-purchased capital to see what can be cut. We are 7 ½ months into the budget this year, we are fully staffed and have already entered into annual contracts for the year. Staffing represents 78% of the general fund budget.

Mr. Phillips explained when the tax assessor reassesses property and that goes up, the cumulative total of all properties in the City of Newnan is put into the reassessment column. This year there was \$143 million in growth in that line item, the higher that number, the higher the roll back rate. Normally in the other changes to taxable digest column there is not red, this year due to the cancer center there is a negative number in that column. Usually that column shows \$30-60 million positive.

Mr. Phillips pointed out that the rollback is a negative tax levy for the City this year. In the past 5 years, the City's average net levy increase has been \$192,000 a year. With a budget of over \$30 million, that ends up being less than 1% of the City's budget. If Council adopts the 3.12 it will mean a tax levy increase of \$1.14 million or 17%. On a \$350,000 home with the 3.12 rate, that would be a \$73.50 increase, basically \$21 for every \$100,000 of assessed value.

He showed a chart with every city in the county and their advertised millage rates, showing the City of Newnan with a competitive millage rate. Again, with a house that is \$350,000, tax bill would be \$3,461, with no exemptions and 62% would go to the school system, 25% to Coweta County and 12.6% to the City of Newnan. He also showed benchmark cities outside of Coweta County and City of Newnan is 42% less than the average and 24% less than the combined millage rate. City of Newnan is also 43% less than average per capita budget of other cities.

Mayor Pro Tem Guillaume asked if Council does not take the rollback then money would have to come out of the reserve general fund? Mr. Phillips said yes. Council can set the rate anywhere from 0- 3.12.

Public Comment:

1. Barry Serleaf, 17 Bryce Creek Dr.

He mentioned the 78% staffing and asked what the comparison is with the other cities in terms of labor? Mr. Phillips said that 75-80% is very typical with government.

2. Shay Patel, 11 Camden Way

Speaking on behalf of her mother, who is a senior citizen. When people have a set budget there cannot be extra expenses. People get restrained, they can't eat, what do they do? What is the City of Newnan doing if they are restrained? What is being cut back?

Mr. Phillips reiterated what has already been asked of staff to look at for cuts.

Ms. Patel noticed that the new committee was approved but there are two committees, can that be reduced? Councilman Shell said they don't get paid extra, it is just part of their job.

Ms. Patel said to look at things that can be put off until next year.

3. Mr. Serleaf came back up and asked if the millage is reduced that is relative to the assessment of the homes? Mr. Phillips said the millage rate is technically reduced, what you owe is based on the assessment you received. The roll back rate is recommended based on the totality of assessed properties, not individual. Mr. Serleaf asked what about when assessments go down? Mr. Phillips said that has happened before and there was an increase in the roll back rate.

4. Sheryl Massenberg, 17 Ontario Ct.

She asked about the loss from the cancer center and what about additional companies coming in to make up some of that loss? There's also a lot of homes going up, could those assist with the deficit?

Mr. Phillips explained that unfortunately, the cancer center value was approximately \$100 million that came off the books and there was not enough to overcome that even with new businesses and homes.

5. Yolanda Simmons, 74 Fox Ridge Dr.

She expressed concern about the amount of increase, how do people live? She is retired and works another job. She knows its hard to take a roll back but there should be an emergency fund, this is an emergency.

Mayor Brady thanked her and said they do understand and that is why there are 3 meetings so they can hear all the feedback and really consider what to do.

6. James Shepherd, 126 Greenville St.

He wanted to know if Council is aware of how much the population has increased over the past decade? Also, how much City expenditures and revenue have gone up in that period?

Mr. Shepherd asked if they are aware of how much housing costs have gone up and per capita expenditures? Council acknowledged they all own homes and are aware. Mr.

Shepherd stated that growth is out pacing the population and income growth.

7. Ms. Simmons came back and asked if they can look at offsetting tax increase with reserves or does the reserve have to be at a certain rate? Mr. Phillips said Council has adopted a policy to maintain 50% of general fund budget.

8. Ms. Massenberg came back and asked if taxes are going up by 20.23% does that include the 3% cap? Mr. Phillips explained that how everything is calculated is dictated by state law and that if House Bill 581 passes statewide referendum in November then the cap is not a percentage, it will be based on an inflation number determined by the Georgia Department of Revenue.
9. Tina Melson asked how the tax assessor assesses property? Mayor Brady said that the tax assessor uses real closings to value property. Councilman Shell commented that the assessed value is usually below what you would sell for. Ms. Melson commented that a % is put in the papers and that can be confusing and scare people.

10. Stella Hobby, 38 Pope St.

She asked about how a non-homestead property is valued? Mr. Phillips explained that it is the full assessed value.

No one else spoke. Mayor Brady closed the public hearing. Next public hearing is August 19th at 11:30am.

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Guillaume, seconded by Councilman Koritko 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 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 4:00 PM.

MOTION CARRIED. (7-0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

Motion by Mayor Pro Tem Guillaume, seconded by Councilman Koritko 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. (7-0)

85 BELK ROAD

Motion by Councilman Shell, seconded by Councilman Koritko to authorize the City Attorney to file a consent order regarding the quiet title action on 85 Belk Road.

MOTION CARRIED. (7-0)

KELLY AND WARREN CLAIMS

Motion by Councilman Shell, seconded by Councilman DuBose to deny the Kelly and Warren claims as presented.

MOTION CARRIED. (7-0)

ADJOURNMENT

Motion by Councilman DuBose, seconded by Councilman Koritko to adjourn the Council meeting at 4:29pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor



To: Mayor and Council

Date: August 27, 2024

Agenda Item: Consideration of Municipal Court Appointment - Indigent Defense Attorney

Prepared By: Jada Blankenship, Municipal Court Manager

Purpose:

Appoint new Indigent Defense Attorney to serve in Newnan Municipal Court.

Background:

David Taylor was originally appointed by the council on July 22, 2014. He has sustained the position. Mr. Taylor was recently appointed as the new Coweta County Juvenile Court Associate Judge. He will be sworn in to the position on September 5, 2024, and will be closing his private practice on September 6, 2024.

Funding:

City General Fund

Recommendation:

Jim Strickland, a current partner of David Taylor, has been performing the daily duties in Municipal Court on behalf of Mr. Taylor for approximately 5 years. I would recommend continuing with the services of Jim Strickland, and appointing Jim Strickland Law Firm, LLC as the Indigent Defense Attorney of record.

Attachments:

None

Previous Discussion with Council:

No previous discussion



To: Mayor and Council

Date: August 27, 2024

Agenda Item: Consideration of Engineering Services Master Agreement for Jefferson St Roundabout Intersection Improvements

Prepared By: Michael Klahr, City Engineer

Purpose:

Council may consider approval for **Engineering Services Master Agreement** for the Jefferson St Roundabout Intersection Improvements (PI 0019783); Sprayberry Rd at Jefferson St and Jefferson St at Greison Trail. The project will construct a roundabout on Jefferson St at Greison Trail, realigning Sprayberry Rd to Greison Trail.

Background:

In accordance with the uniform practices for a local public agency to manage core activities for Federal-aid funded projects, the City of Newnan, through Local Administered Project (LAP) has selected and negotiated with **BCC Engineering, LLC d/b/a Heath & Lineback**, for professional services for the aforementioned project.

The City of Newnan has been awarded Federal-Aid funds for the Preliminary Engineering (PE) Phase, to develop the necessary construction, environmental, and right-of-way documents, for intersection improvements on Jefferson St.

Under the terms of the **Engineering Services Master Agreement**, the engineering firm will provide engineering design services for this project for a duration of six (6) years from the effective date.

Services will be provided in separate written Task Orders, to be approved by the Mayor and Council, at the recommendation of the City Engineer.

Funding:

N/ A

Recommendation:

Approval

Attachments:

1. 0019783 Engineering Services Master Agreement
2. Concept Plan Roundabout at Jefferson St & Greison Trail

Previous Discussion with Council:

ENGINEERING SERVICES MASTER AGREEMENT

BETWEEN CITY OF NEWNAN

AND BCC ENGINEERING, LLC d/b/a HEATH & LINEBACK

THIS ENGINEERING SERVICES MASTER AGREEMENT (also referred to as "Contract") is made and entered into on this ____ day of _____, 2024, by and between CITY OF NEWNAN, Georgia, hereinafter referred to as "Client," and BCC Engineering, LLC d/b/a Heath & Lineback, a Florida limited liability company, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client desires to engage the services of Consultant for the Jefferson Street, Sprayberry Road, Greison Trail Roundabout Project, GDOT PI 0019783 to provided Engineering Design Services that will require the Consultant to furnish the Client with certain consulting services for an extended period involving multiple task orders:

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the services desired under this Agreement.

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will serve as the Engineering Firm responsible for design services for engineering design services following the GDOT Plan Development Process (PDP) administered by the Department of City Engineer.

No work shall begin on a particular task assignment until authorized by the Department of City Engineer.

Services to be provided may include but not be limited to evaluating the existing conditions, developing concept scoping documents, developing the scope of construction; engineering reports, development of preliminary and final design documents; cost estimates; drainage design & analysis; environmental documents; utility coordination and relocation plans; right of way plans and documents; specification and bid documents; contract administration, and other request as directed by the Department of City Engineer.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those basic services described in separate written task orders approved by Client and Consultant (the "Services"). This Agreement provides the terms, obligations and conditions which shall control all work. Unless modified by both parties, duties of Consultant shall not be construed to exceed those services specifically described in each task order. In the event work is authorized prior to the issuance of a written task order, any services performed by Consultant will be presumed to have been completed under the terms of this Agreement.

III. CONTRACT DURATION

This Contract authorizes Consultant to serve as the Engineering Firm responsible for design services for Jefferson Street, Sprayberry Road, Greison Trail Roundabout Project, GDOT PI 0019783 for the CITY OF NEWNAN, Department of City Engineer for a duration of six (6) years from the effective date.

IV. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Except as otherwise provided by Georgia law, such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site of which Client has knowledge.
5. Work with Consultant to provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant scope of work includes services during construction, to the extent authorized by Georgia law, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective Policy (OCP), and any builder's risk, or other property insurance purchased by the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary, and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

V. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et seq., and the related regulations.

VI. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work as directed in written task orders.

VII. COMPENSATION

For the Services described, Client agrees to pay, and Consultant agrees to accept the total compensation in accordance with compensation terms included in each task order. Time charges shall be in accordance with the Hourly Rate Schedule contained in the approved task order; the rate schedule may be revised annually or more often but shall not exceed the actual cost of direct costs plus fixed fee and indirect expenses based on the most recent Georgia Department of Transportation (GDOT) audited overhead cost rate. Compensation may be billed monthly in summary form. Payment to Consultant is due upon presentation of invoice and a progress report indicating the services completed during the billing period.

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. The Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of the Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VIII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care - Professional Services

Subject to the limitations inherent in the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Costs

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Limitation of Liability Associated with Work of Other Engineers and Design Builders

Client acknowledges that preliminary work under this agreement may be used by the Client or others who will be considered Designers of Record. The Consultant acting as Engineer in no way relieves the Client or others for duties associated with their role of Engineer of Record for their designs. Those engineers shall retain full responsibility for performance and liability associated with their designs.

E. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions.

2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings, but only to the extent that Consultant could not have identified such errors and omissions using reasonable due diligence.

IX. ASSIGNMENT OF TASKS TO AFFILIATES

Assignment of tasks, contractual rights or obligations are not contemplated or permitted under this agreement. This will not preclude the use of specialty subconsultants approved by Client (see Article XV Subcontracts).

X. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this

Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or at the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

XI. CONSULTANTS WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents.

XII. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XIII. CONSULTANTS INSURANCE

Consultant shall procure and maintain the following minimum Insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIV. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;

- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence is otherwise a public record in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant and Client, to subcontract any portion of the services to be performed under this Agreement. Any subcontracts are subject to approval by the Client prior to being executed.

XVI. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.

2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVII. TERMINATION OF WORK

- A. This Agreement may be terminated by Client for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.
- B. This Agreement may be terminated by Client without cause at Clients convenience by giving Consultant 30 days written notice of such termination.
- C. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

D. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

XVIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XIX. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XXI. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXII. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXIII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia.

XXIV. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery, mail or e-mail and shall be addressed to the following persons:

W. Allen Krivsky	William M. Klahr
Senior Vice President	Director of Engineering
BCC Engineering, LLC d/b/a	CITY OF NEWNAN
Heath & Lineback	
2390 Canton Road, Building 200	25 Lagrange Street
Marietta, GA 30066	Newnan, GA 30263
Fax: 770-424-2907	Fax: 770-254-2361
akrivsky@heath-lineback.com	mklahr@cityofnewnan.org

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXVI. AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WHNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BCC Engineering, LLC d/b/a Heath &
Lineback

City of Newnan, Department of City
Engineer

Signature W. Allen Krivsky

Signature _____

Printed Name W. Allen Krivsky

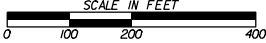
Printed Name _____

Title Senior Vice President

Title _____

Federal Tax ID number: 65-0540100



SPRAYBERRY RD 25 MPH 2 12' LANES URBAN MAJOR COLLECTOR URBAN SHOULDER 5' SIDEWALKS NO BICYCLE ACCOMODATIONS	JEFFERSON ST 35 MPH 2 12' LANES URBAN MAJOR COLLECTOR URBAN SHOULDER 5' SIDEWALKS NO BICYCLE ACCOMODATIONS		 SCALE IN FEET 	REVISION DATES <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>											CONCEPT SKETCH JEFFERSON ST AT SPRAYBERRY RD COWETA COUNTY 2019 TSP/OST <table border="1"> <tr> <td>CHECKED:</td> <td>DATE:</td> <td rowspan="4">DRAWING NO. NE13-01</td> </tr> <tr> <td>BACKCHECKED:</td> <td>DATE:</td> </tr> <tr> <td>CORRECTED:</td> <td>DATE:</td> </tr> <tr> <td>VERIFIED:</td> <td>DATE:</td> </tr> </table>	CHECKED:	DATE:	DRAWING NO. NE13-01	BACKCHECKED:	DATE:	CORRECTED:	DATE:	VERIFIED:	DATE:
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3/28/2018 COWETA																								



To: Mayor and Council

Date: August 27, 2024

Agenda Item: Consideration of Task Order No. 1- Scope and Fees for Jefferson St Roundabout Intersection Improvements

Prepared By: Michael Klahr, City Engineer

Purpose:

Council may consider approval of **Task Order No. 1; Preliminary Engineering (PE), Scope and Fees**, for the Jefferson St Roundabout Intersection Improvements project. (PI 0019783).

Background:

BCC Engineering, LLC d/b/a Heath & Lineback, in coordination with the Office of Program Delivery for the Georgia Department of Transportation and the City of Newnan, has prepared a scope and associated fees for Task Order No. 1 for the referenced project.

Task Order No. 1 includes the production of construction, environmental, and right-of-way documents for the construction of the aforementioned roundabout at Jefferson St.

The City of Newnan has been awarded Federal-Aid funding for PE in the amount of \$1,252,728.75, with a minimum required match (80/20) of \$250,545.75. The negotiated scope and fee proposal is for **\$1,674,717.02**, Lump Sum. In addition to the minimum match, the City may be responsible for the balance of the proposal. Total, \$672,534.02. The City has submitted for additional funding from the Atlanta Regional Commission, which, if successful, would make the match for the City at \$334,943.40.

Funding:

SPLOST

Recommendation:

Approval

Attachments:

1. Task Order No. 1 PI0019783
2. GeoPI Project Information Sheet

Previous Discussion with Council:



Heath & Lineback

2390 CANTON ROAD ▪ BUILDING 200 ▪ MARIETTA, GEORGIA 30066-5393
hle@heath-lineback.com ▪ phone (770) 424-1668

August 5, 2024

Mr. Michael Klahr, P.E.
Director of Engineering
City of Newnan
25 LaGrange Street
Newnan, GA 30263

Task Order Agreement for Design Services for PI 0019783, Jefferson St, Sprayberry Rd, Greison Trail Intersection: Task Order # 1 – Concept Development through Right of Way Plans

Dear Mr. Klahr:

This Task Order Agreement specifies our scope, deliverables, schedule and fee for Design Services for PI 0019783 at Jefferson St, Sprayberry Rd, Greison Trail Intersection. We appreciate the opportunity to work with you on this project and look forward to future opportunities.

Project Scope of Work

1. Concept Phase:

H&L Concept Study and Report:

- a. Project Management and coordination over the duration of the contract includes monthly status meetings and reports for 12 months.
- b. Gather Data:
 - i. Obtain GIS mapping.
 - ii. Conduct Site Visit.
 - iii. Prepare concept level property information from Q-Public.
 - iv. Obtain land use data and future development plans if any.
 - v. Gather plans from planned/programmed projects in the study area.
 - vi. Begin Utility Coordination to Obtain existing Utility Locations.
- c. Prepare and distribute Property Owner Access Notification Letters.
- d. Prepare Environmental Survey Boundary.
- e. Prepare Concept Report
- f. Prepare Design Data Book
- g. Prepare Project Justification Statement & Project Description
- h. Prepare Concept Typical Sections and Initial Pavement Designs
- i. Prepare Concept Alignments & Profiles
- j. Prepare Concept X-Sections
- k. Prepare Wall Concept Alternates, if required
- l. Prepare Concept Level Drainage, MS4.
- m. Identify GDOT Design Variances.
- n. Prepare concept layouts and alignment alternatives: Evaluate two (2) alternatives and No Build alternative.
- o. Cost Estimates for each alternative and annual update per GDOT Policy 3A-9.
 - i. Construction Cost Estimate in AASHTOWare.
 - ii. Prepare ROW Estimate for Approval, by an approved vendor. **(by THC)**
 - iii. Provide Utility Cost Estimate.

- iv. Provide Information to request Environmental Mitigation Cost Estimate.
- p. Initial Concept Meeting preparation and attendance.
- q. Prepare a Concept Report and submit for Approval. The Report Shall utilize the latest Concept Report template available on ROADS as of the date of this Task Order.
- r. Concept Meeting preparation and attendance.
- s. Update Concept Report according to comments received from CTM, Design Policy & Support, and the COSS.
- t. Provide information for Phase I ESA.
- u. Prepare Plans and attend Practical Design Review.

H&L - Traffic:

- a. Coordinate with GDOT Office of Planning and collect traffic data for the surrounding/adjacent major driveways and roadways:
 - i. AM/PM peak hour turning movement counts for up to three (3) intersections (three (3) 6-hour).
 - ii. 48-hr classification counts at up to thirteen (13) locations (three (3) with truck classification & speed profiles & ten (10) volume only).
 - iii. Obtain available crash data, compile and analyze corridor for safety improvements.
- b. Utilize historic growth rate data to calculate growth rates for the area.
- c. Project future traffic per GDOT Standard: Existing Year 2024, Base Year 2030 and design year 2050 years anticipated and Base Year +2 (2032) and Design Year +2 (2052) years to include AM & PM DHV's and Daily volumes.
- d. Develop Traffic Diagrams for all scenarios; Existing, Base, Base +2, Design, Design +2 to include Daily Volumes and AM and PM DHV's.
- e. Prepare existing, No-Build and Build traffic models.
 - iv. Develop Synchro models for the corridor for up to three (3) of the intersections.
 - v. Calibrate Synchro models for AM and PM peak hours.
 - vi. Utilize growth rate to prepare 2030 (and +2 2032) and 2050 (and +2 2052) DHV's and Daily No-Build and Build models.
- f. Develop Intersection Control Evaluation (ICE) for one (1) intersection.
- g. Develop improvement solutions.
- h. Prepare Traffic Engineering Study and address review comments.
- i. Conduct meetings with County Staff to review results and identify/confirm potential improvements.
- j. Prepare one (1) conceptual roundabout drawing and cost estimates.
- k. Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly. Submit QC/QA letter stating the plans were reviewed and corrected.

PP+D – Landscape Architecture:

- a. Prepare Landscape Concept and Cost Estimate, including irrigation.
 - i. Plan Renderings and Image Boards of proposed Landscape Plan and Plant Palette
 - ii. Typical Sections
- b. Attend ITCM and TCM and Address Comments.

Wi-Skies – Lighting Design Scope:

- a. Prepare Lighting Concept Layout and Cost Estimate

Accura - Geotechnical Studies:

- a. Phase I ESA (shows in Preliminary Plans in Fee Proposal)

2. Data Base Phase:

Platinum Geomatics – Survey & Mapping

- a. Prepare Survey Database and submit for approval. All work shall meet the guidelines of GDOT Survey Manual as of the NTP date:
 - i. Aerial Photogrammetry/Mapping using aerial photography.
 - ii. Establish survey control and create survey control package.
 - iii. Collect all areas inside the field survey limits (Established Survey Boundary). Collect all information required in the GDOT Survey Manual to include, but not limited to: pavement, property, drainage and buildings.
 - iv. Research health department to determine if properties are on sewer or septic.
 - v. Collect pipe conditions for all cross drains.
 - vi. Collect any UST and monitoring wells on the project.
 - vii. Includes Hydraulic and Pond Survey.
 - viii. Research property and ROW plans for the property database.
 - ix. Field tie all front property corners and ROW markers as possible. If back property corners can be tied with minimum effort, tie these as well.
 - x. Perform property resolution holding to as many property corners as possible using professional judgement.
 - xi. Perform survey data processing to meet GDOT guidelines.
- b. Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly. Submit QC/QA letter stating the plans were reviewed and corrected.

3. Environmental Studies Phase: (Anticipated documentation CE: Additional scope is required if the document is elevated to an EA FONSI by FHWA)

Edwards Pitman – Environmental Studies and Documentation

- a. Discipline management and coordination
- b. Resource ID surveys and documents for Ecology, Archaeology, and History
- c. NEPA desktop survey for community resources and land use
- d. Prepare for and attend the Avoidance and minimization Measures Meeting (A3M) and record minutes.
- e. Environmental Assessment of Effects for Ecology, Archaeology, History
- f. Air Assessment and Noise Type I Assessment.
- g. Environmental Special Provisions
- h. Environmental Commitments Table (ECT) and Environmental Resource Impact Table (ERIT)
- i. NEPA documentation (assumed CE)
- j. Protected Species Surveys, including Aquatic and Terrestrial Surveys, as required and preparation of Protected Species Survey Reports (PSSR), as needed.

- k. Preparation of Aquatics Resource Delineation Verification Request (ARDR) including the site visit with agency.
- l. State Waters Determination Package including site visit with agency.
- m. Prepare Environmental Commitments Table (ECT).
- n. Review ROW plans.
- o. Update TPRO and P6 monthly.
- p. Attend monthly project meetings.
- q. Attend the in-person PIOH or Detour Open House
- r. Prepare for and attend up to 2 stakeholder meetings.
- s. Prepare for and attend the Constructability Review
- t. Perform internal Quality Control/Quality Assurance (QC/QA) reviews.
- u. Perform all activities associated with the Preliminary Field Plan Review (PFPR) meetings:
 - i. Prepare Environmental PFPR Checklist and attend meetings.
 - ii. Review ERIT and ECT.
 - iii. Review PFPR reports and provide written responses to any environmental comments.

4. Preliminary Plans: H&L Roadway, Traffic & Structure Scope:

- a. Project Management and coordination over the duration of the contract includes monthly status meetings and reports for 18 months.
- b. Prepare Preliminary Project Datasheet.
- c. Prepare and submit Design Databook.
- d. Prepare Preliminary Typical Sections.
- e. Prepare Preliminary Plan and Profile Sheets.
- f. Prepare Driveway Locations and Profiles.
- g. Prepare Preliminary Cross Section.
- h. Prepare Preliminary Drainage Plans.
- i. Prepare and complete MS4 Stormwater Report.
- j. Prepare Preliminary Grading Plans for the Roundabout and two Assumed Ponds.
- k. Prepare FEMA Hydraulic Study.
- l. Prepare Preliminary Signing and Marking Plans.
- m. Prepare Preliminary Utility Plans from utility coordination.
- n. Prepare Preliminary Staging Plans and Cross Sections.
- o. Prepare Preliminary Erosion Control Plans.
- p. Prepare Preliminary ROW Plans.
- q. Prepare one Standard Preliminary wall plan to save parking.
- r. Intersection sight distance study.
- s. Prepare Pavement Type Selection and Approved Pavement Design.
- t. Prepare for and attend Constructability Review Meeting.
- u. Prepare for and attend A3M Meeting.
- v. Show UST & Monitoring Wells on the plans, if required.
- w. Cost Estimates with annual updates per GDOT Policy.

- i. Preliminary Right-of-Way Cost Estimates **(THC)**
- x. Prepare and Variance for GDOT approval, assume one.
- y. Preliminary special provisions.
- z. Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly.
Submit QC/QA letter stating the plans were reviewed and corrected.
- aa. PFPR Participation, report, and responses.
- bb. Prepare for, reproduce and distribute Preliminary Field Plan Review (PFPR) Plans, address/respond to comments, and make plan changes.

PP+D – Landscape Architecture:

- a. Prepare Preliminary Landscape Plans and Cost Estimate.
- b. PFPR Participation, report, and responses.

Wi-Skies – Lighting Design Scope:

- a. Prepare Preliminary Lighting Plans and Cost Estimate
- b. PFPR Participation, report, and responses.

Accura - Geotechnical Studies:

- a. Soil Survey
- b. Phase II ESA, included but to be authorized separately if required.

5. Right of Way Plans: H&L - Roadway Scope:

- a. Project Management and coordination over the duration of the contract includes monthly status meetings and reports for 4 months.
- b. Prepare, revise, and deliver final Right-of-Way Plans.
- c. Coordinate field review of right-of-way plans and staking
- d. Location & Design Report & Approval.
- e. Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly.
Submit QC/QA letter stating the plans were reviewed and corrected.

6. Stakeholder/Public Involvement Phase: H&L & Lumenor

- a. Prepare a Public Involvement Plan (PIP) for targeted stakeholder approach with churches, businesses, neighborhood and Hispanic & African American Community.
- b. Prepare Stakeholder List.
- c. Prepare for and attend two (2) Stakeholder Meetings, as needed
- d. Perform all activities associated with an in person Public Information Open House (PIOH) with virtual component:
 - i. Prepare for and attend the meeting.
 - ii. Prepare legal advertisement, handout, synopsis, summary of comments, and comment response letters. Includes post card campaign.

PP+D and Edwards-Pitman:

- a. Attend Public Information Open House in person (PIOH).

Mr. Michael Klahr, P.E.
**TO # 1 Proposal for S Jefferson St,
Sprayberry Rd, Greison Trail Intersection**
August 5, 2024
Page 6

Heath & Lineback

Deliverables

Deliverables as specified in Exhibit C - Fee Proposal

Schedule

Schedule shall follow GDOT P6 project schedule and GDOT Plan Development Process.

Basic Services Fee

The above scope of work for this contract can be completed for the lump sum design fee summarized on the attached cost proposal in the amount of \$ 1,674,717.02.

Additional Services

Services beyond those outlined under Basic Services will be provided for an additional negotiated Lump Sum Fee. Heath & Lineback will only provide Additional Services upon written request and approval by the Client.

Payments

Invoices will be delivered monthly based on the percentage of services completed and Client shall make payment in full within thirty (30) days after presentation thereof. Reimbursable expenses and Additional Services will be billed monthly as they are incurred.

If this Task Order agreement is not accepted within 90 days, it shall become void.

For this Task Order, all terms, conditions and requirements will be accordance with the Master Services Agreement executed between the City of Newnan and BCC Engineering, LLC d/b/a Heath & Lineback

If this scope, fee and schedule is acceptable to you, please sign Exhibit B and return a copy to us to serve as Notice to Proceed.

We look forward to engineering your vision.

Sincerely,

BCC ENGINEERING, LLC d/b/a HEATH & LINEBACK



Allen Krivsky, P.E.

Senior Vice President, Director of Operations, GA

AK/sf

Attachments:

- EXHIBIT A – Work Authorization
- EXHIBIT B - Fee Proposal Dated 7-23-2024

EXHIBIT A- WORK AUTHORIZATION

City of Newnan, Department of City Engineer agrees with the above scope. BCC Engineering, LLC, d/b/a/ Heath & Lineback is hereby authorized to proceed.

City of Newnan, Department of City Engineer

BCC ENGINEERING, LLC, d/b/a HEATH & LINEBACK



Print: _____

Print: W. Allen Krivsky

Title: _____

Title: Senior Vice President

Date: _____

Date: August 5, 2024

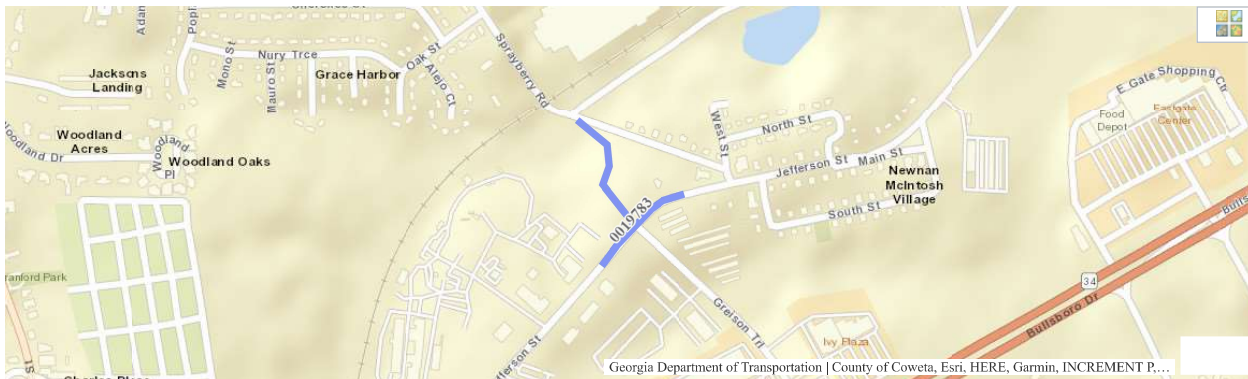
SPRAYBERRY RD @ JEFFERSON ST & JEFFERSON ST @ GREISON TRAIL

Project ID:	0019783	Notice to Proceed Date:	
Project Manager:	April Mckown	Construction Percent Complete:	%
Office:	Program Delivery	Current Completion Date:	
County:	Coweta	Work Completion Date:	
Congressional District:	003	Construction Contract Amount:	
State Senate District:	028	Construction Contractor:	
State House District:	070	Preconstruction Status Report	
Project Type:	Reconstruction/Rehabilitation	Construction Status Report	
Project Status:	Construction Work Program		
Right of Way Authorization:	10/14/2026	Contact Us	

Project Description:

This project proposes to realign the intersection of Sprayberry Road with Jefferson Street (Old SR 34), with a roundabout intersection at Greison Trail and Jefferson Street.

Activity	Program Year	Cost Estimate	Date of Last Estimate
PE (Preliminary Engineering)	2023	\$1,252,728.75	8/23/2023
ROW (Right of Way)	2027	\$320,000.00	
UTL (Utilities)	2028	\$70,000.00	
CST (Construction)	2028	\$1,690,000.00	



Project Documents

There are no items to show in this view.



City of Newnan, Georgia - Mayor and Council

Date: August 27, 2024

Agenda Item: Public Hearing - Zoning Ordinance Text Amendments.

Prepared By: Dean Smith, Planning and Zoning Department

Purpose: To consider an amendment to the Zoning Ordinance, Article 11 as it pertains to variance standards.

Background: On June 10, 2024, Tracy Dunnavant, Planning and Zoning Director, brought this information to Council's attention about the language in the zoning ordinance needing to be changed. By way of background, in 2017 City Council adopted a comprehensive update to the zoning ordinance which was promulgated and directed by a consultant hired by the city. During the review process, Staff discovered some of the language governing the standards for variances and staff advised the consultant that this language was not in keeping with the variance standards language that was approved in the 2000 zoning ordinance comprehensive update. Unfortunately, when the final draft was approved in 2017, the language did not get changed back. More restrictive language was adopted, which was discovered after the joint training session where the standards were discussed. Prior to 2017, the language read, in part, "The Board of Zoning Appeals shall base its required findings upon the particular evidence presented to it in each specific case where the property owner can show that...."

The ordinance was adopted in 2017, had the language as follows, "The hearing authority considering the variance request shall base its required findings of fact upon the particular evidence presented to it in each specific case where the property owner can show all of the following to be true..." With the emphasis being changed from where the property owner could previously show it met some, but not all, of the variance standards to now having to meet all of the variance standards, resulted in a nearly impossible task for a property owner to be able to achieve a variance when a variance is needed.

At the June 10th meeting, Council voted to move forward with looking at changing the variance standard language and directed staff to initiate the process to amend the text of the zoning ordinance.

Pursuant to the Council directive, the Planning Commission held a public hearing on July 9, 2024. The City Attorney and members of the public were also in attendance at the July 9th hearing. The language on variance standards was reviewed at that time, which included proposed changes suggested by staff.

At the conclusion of the public hearing, the Commission voted, with a favorable recommendation, to move forward in bringing the following language to Council for its consideration. In addition to revising the language from having to meet "all of the following [standards]" to now having to "meet the majority" of the standards, staff has added some language to help clarify a variance's purposes and to make some of language easier to understand.

Proposed zoning ordinance amendment

New language highlighted and in bold. ~~Language to be removed is in red and strike through.~~

The hearing authority considering the variance request shall base its required findings of fact upon the particular evidence, **such as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, but where the spirit of the ordinance shall be observed and substantial justice done. No variance shall be considered to allow a use of land or structures which are not permitted by the ordinance in the zoning district involved. The hearing authority will base its findings on facts and information presented to it in each specific case where the applicant and/or property owner can demonstrate that it meets the majority of the following variance/hardship conditions or standards:**

- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;
- (2) Such conditions are peculiar to the particular piece of such property involved;
- (3) Such conditions were not imposed by the action or will of the owner of the property;
- (4) The application of the Ordinance to the particular piece of property would create an unnecessary hardship other than a financial hardship. ~~in which the applicant would receive a lower rate of financial return on the use of the property if the variance is denied;~~
- (5) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this Ordinance, **and furthermore, will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, or increase the danger of fire, or imperil the public safety, or unreasonably diminish or impair established property values within the surrounding areas, or in any other respect impair the health, safety, comfort, morals or general welfare of the inhabitants of the City and is the minimum variance that will make possible the reasonable use of the land, building or structures;**
- (6) ~~The granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience sought by the applicant;~~ **There must be a proved hardship by showing beyond a doubt the inability to make a reasonable use of the land if the zoning ordinance were applied literally.** and,
- ~~(7) The condition or situation of the property which gives rise to the need for such variance is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to this Ordinance.~~
- (7) **The circumstances affecting the property necessitating the variance are sufficiently unique or infrequent that it is not feasible to create a broad regulation to amend this Ordinance.**

Options:

- A. Approve the proposed amendment.
- B. Deny the proposed amendment.

Recommendation: Approve the text amendment to the Zoning Ordinance.

Previous Discussion with Council: June 10, 2024

**ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA BY ADOPTING TEXT AMENDMENTS
TO ARTICLE 11, APPEALS, SECTION 11-9, STANDARDS FOR VARIANCE BY
DELETING CERTAIN SECTIONS, IN THEIR ENTIRETY AND ADOPTING
CERTAIN NEW SECTIONS; AND FOR OTHER PURPOSES**

WHEREAS, the City of Newnan's current Section 11-9, Standards For Variance, of the Zoning Ordinance of the City of Newnan, Georgia, was adopted on September 12, 2017, and was last revised on August 24, 2021; and

WHEREAS, the City Council found it necessary to forward the planning commission asking for a review of this Section of the Ordinance and make a planning communes as a review the City's Zoning Ordinance and make a determination and recommendation as to whether the standards in this section are too stringent in the fair application of the intent of the standards for property owner in the city; and

WHEREAS, the Planning Commission at the request of the City Council, has discussed the desirability of text amendments to Section 11-9 Standards For Variance, to amend and clarify the Standards for Variance within the City and for editorial purposes and conducted a public hearing thereon; and

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

WHEREAS, pursuant to said requirements of the City's Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the text amendments not less than 15 days nor more than 45 days from the date of publication of notice, which public hearing was held on the 27th day of August 2024; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to amend section 11-9, Standards For Variance

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Newnan, Georgia, and it is hereby ordained by the authority of same that the following amendments and additions to Section 11-9, of the City's Zoning Ordinance be and are hereby adopted to read as follows:

SECTION I: Section 11-9, Standards For Variance is hereby amended by deleting Section 11-9 in its entry and adopting a new Section 11-9 read as follows:

Section 11-9 Standards For Variance

The Hearing authority considering the variance request shall base its required findings of fact upon the particular evidence, such as will not be country to the public interest, where owing to special conditions, a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, but where the spirit of the ordinance shall be observed and substantial justice done. No variance shall be considered to allow a use of the land or structures which are not permitted by the ordinance in the zoning district involved. The hearing authority will base its findings on facts and information presented to it in each specific case where the applicant and/or property owner can demonstrate that it meets the majority of the following variance/hardship conditions or standards:

- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of the size, shape, or topography;
- (2) Such conditions are peculiar to the particular piece of such property involved;
- (3) Such conditions were not imposed by the action or will of the owner of the property;
- (4) The application of the Ordinance to the particular piece of property would create an unnecessary hardship other than a financial hardship.
- (5) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this Ordinance, and furthermore, will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in the public streets, or increase the danger of fire, or imperil the public safety, or unreasonably diminish or impair established property values within the surrounding areas, or in any other respect impair the health, safety, comfort, morals or general welfare of the inhabitants of the City and in the minimum variance that will make possible the reasonable use of the land, building or structures;
- (6) There must be a proved hardship by showing beyond a doubt the inability to make a reasonable use of the land if the zoning ordinance were applied literally; and
- (7) The circumstances affecting the property necessitating the variance are sufficiently unique or infrequent that it is not feasible to create a broad regulation to amend this Ordinance.

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

SECTION III: This Ordinance shall be effective upon adoption.

DONE, RATIFIED and PASSED by the City Council of the City of Newnan, Georgia, this the _____ day of _____, 2024, in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Paul Guillaume, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

James J. Thomasson, III,
Councilmember



NEWNAN-COWETA
**HISTORY
CENTER**

74 Jackson St.
Newnan, GA 30263
(770) 251-0207
executivedirector@newnancowetahistory.com

8/14/2024

Megan Shea

City Clerk, City of Newnan
25 Lagrange St
Newnan, GA 30263

Dear Megan,

Per a request made by City Manager, Cleatus Phillips, I am writing to you to request a time to go before City Council on **Tuesday, August 27th at 6:30pm.**

The nature of what I will be presenting pertains to the city owned building at 27 Clark St., currently being used by the Newnan-Coweta Historical Society (d.b.a. Newnan Coweta History Center) to house our historic collections, archives, research materials, etc.

Please let me know if you need any additional information. I look forward to hearing from you.

Sincerely,

Larisa Scott, Executive Director

**GEORGIA
COWETA COUNTY**

THIS AGREEMENT, made and entered into this 29th day of December, 2014, by and between THE CITY OF NEWNAN, GEORGIA, a Georgia Municipal Corporation (hereinafter described as "Lessor"), and THE NEWNAN-COWETA HISTORICAL SOCIETY, INC., a non-profit corporation of the State of Georgia (hereinafter described as "Lessee");

WITNESSETH

For and in consideration of the consideration and services Lessee agrees to provide as set out in paragraph 1 hereinbelow and the yearly rent as set out in paragraph 2 hereinbelow, the Lessor has this day rented and leased to the Lessee the following described property, to-wit: *See Exhibit: "A" attached hereto and made a part hereof:*

Building located at 27 Clark Street, Newnan, Georgia, (the "premises") for a term of ten (10) years commencing on the 1st day of January, 2015, and ending at Midnight on the 31st day of December, 2024.

1. The Lessee is a Georgia non-profit corporation dedicated to the research, recording and preservation of historical records and items for display in a museum setting for visitors and residents of The City of Newnan and Coweta County.

2. The Lessee shall pay to the Lessor promptly, in advance, a yearly rental of One Dollar and No/100 (\$1.00) Dollars per year. The full payment of rent (\$10.00) shall be made contemporaneously with the execution of this lease, the receipt whereof being hereby acknowledged, and each renewal period rental payment thereafter shall be due on 1st day of each renewal period thereafter during the term of this lease in full for such renewal period.

3. The premises shall be used for storing, maintaining and providing access to the public of historical records and items used and displayed in a museum setting for visitors and residents of the City of Newnan and Coweta County. It is intended that an effort be made to include a museum dedicated to children. The premises shall not be used for any illegal purposes nor in violation of any valid regulation of any governmental body nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or to increase the rate of insurance on said premises.

4. (a) The Lessee accepts the premises in their present condition and as suited for

the use intended by the Lessee. The Lessee is permitted to make such repairs and improvements to the interior of the premises at its own expense and without liability on the part of the Lessor and without creating any liens against the property that the Lessee may deem advisable during the term of this lease or any renewal; provided, however, that the consent of the Lessor shall be first obtained and that all such improvements shall be left upon the property as a part thereof upon the termination of this lease unless otherwise specified in any subsequent written agreement. The Lessee shall have the right to remove all furniture, trade fixtures or ornamental fixtures at the termination of the lease; however, if the Lessee fails to do so prior to the termination of the lease, said fixtures shall become the property of the Lessor.

(b) The Lessee shall pay all bills for gas services, telephone services, cable and internet services and garbage collection services for the premises or used by the Lessee in connection therewith. The Lessee shall pay for all HVAC systems and maintenance of such systems. The Lessee shall pay for all interior maintenance and painting, floor covering, cleaning and bathroom supplies and all interior cleaning maintenance. If the Lessee does not pay said expenses and bills promptly, the Lessor may pay same and such payments shall be added to the rental of the premises. The Lessee agrees to protect said property and the heating, water, sewer, and electrical and air conditioning and any other utility systems against freezing or damage to said systems due to the neglect of the Lessee.

(c) The Lessor shall maintain the roof, structural walls, windows and foundation of the building located on the property as well as the electrical systems and plumbing systems located on the leased premises. The Lessor shall provide lawn care services and maintenance of the parking lot and driveways which shall be solely the expense of the Lessor.

(d) The Lessor shall provide water, sewer and electrical services.

5. The Lessee shall be liable for and shall hold the Lessor harmless in respect to any damage or injury to the Lessee or the person or property of any other individuals incurred on or about the premises if due to the act, omission or negligence of the Lessee or anyone acting under the control or employment of the Lessee. In addition and irrespective of the responsibilities of the Lessee set forth in the preceding sentence, the Lessee shall secure a policy of general public liability insurance with an insurance company authorized to do business in the State of Georgia insuring the leased property for claims for personal injury or property damage with limits of at least \$1,000,000.00 for bodily injury and \$300,000.00 for property damage. This insurance policy shall

name the Lessor and the Lessee as the insureds. The Lessee will contemporaneously with the execution of this lease deliver to the Lessors certificates of insurance certifying that such insurance is in full force and effect. It shall be the obligation of the Lessee to maintain said insurance during the term of this lease or any renewal thereof.

6. The Lessee may not, without the prior written consent of the Lessor, endorsed hereon, assign this lease or any interest thereunder, or sublet the premises or any part thereof, or permit the use of the premises by any other party other than the Lessee. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon prior written consent of Lessor. Subtenants or assignees shall become liable directly to the Lessor for all obligations of the Lessee hereunder without relieving the Lessee of its liability.

7. The leased premises shall not be left vacant by Lessee and in the event that the Lessee ceases its activities in connection with the leased premises and fails to use said leased premises for its activities for a period of thirty (30) days, said conduct shall be considered a default by the Lessee under the provision of this lease and shall entitle the Lessor to recover possession of the leased premises.

8. If the tract or parcel described in this lease is totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease with reference to said tract shall terminate as of the date of such destruction; and the rental for said tract shall be accounted for as between the Landlord and the Tenant as of that date. If any tract of the leased premises is damaged but not wholly destroyed by fire or casualty, rental shall abate in proportion as use of the tract has been destroyed or reduced, and the Landlord shall restore said tract to substantially the same condition as before damage as speedily as practicable and after restoration full rental or said tract shall recommence. In the event that any tract of the leased premises is totally destroyed by fire or destroyed by fire or other casualty to a degree that the insurance on the damaged property described in Exhibit A is not sufficient to restore the damaged tract to its former condition, the Lessor shall have no obligation to rebuild or repair the damaged tract; and in this event the Lessee shall have the option of terminating the lease with reference to said parcel of tract. For the purpose of this paragraph the lease shall be severable with reference to each of the three tracts or parcels of the leased premises, and the obligation of the parties shall be considered with reference to each tract or parcel so that damage to one tract or parcel shall not affect the right, obligations, and

responsibilities of the parties with reference to the other tracts.

9. Time is of the essence of this agreement. This lease contains the entire agreement of the parties; and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Lessor to exercise any power given the Lessor hereunder or to insist upon strict compliance by the Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Lessor's right to demand exact compliance with this agreement.

10. If the Lessee defaults for ten (10) days after written notice thereof in the paying of rent hereunder, or if the Lessee defaults for thirty (30) days after written notice thereof in performing any of its other obligations under this lease, including the event of default described in paragraph hereinabove, or if the Lessee is adjudicated a bankrupt, or if a receiver is appointed for the Lessee's property, including the Lessee's interest in the premises, and if such receiver is not removed within sixty (60) days after written notices from the Lessor to the Lessee to obtain such removal, or if, whether voluntarily or involuntarily, the Lessee takes advantage of any of the debtor relief proceedings under the present or future law whereby the rent or any part thereof is or is proposed to be, reduced or payment thereof deferred, or if the Lessee makes an assignment for the benefit of creditors, or if the premises or the Lessee's effects or interest therein should be levied upon or attached under any process against the Lessee not satisfied or dissolved within thirty (30) days after written notice from the Lessor to the Lessee to obtain satisfaction thereof, then, in any of said events, the Lessor, at its option, may at once or may at any time within six (6) months thereafter (but only during the continuance of such default or condition) terminate this lease by written notice to the Lessee whereupon this lease shall end. Notwithstanding anything described herein to the contrary, Lessor or Lessee may terminate this lease for convenience at any time prior to the expiration of the lease term by giving written notice to the other party at least thirty (30) days prior to such termination.

11. No termination of this lease prior to the normal ending thereof by lapse of time or otherwise shall effect the Lessor's right to collect rent for the period prior to termination thereof.

12. If any rent owing under this lease is collected by or through an attorney at law, the Lessee agrees to pay the additional sum of fifteen (15) percent thereof as attorney's fees.

13. This lease shall create the relationship of Landlord and Tenant between the Lessor and Lessee, and no estate shall pass out of the Lessor. The Lessee has only a usufruct, not subject

to levy an sale and not assignable by the Lessee except by the Lessor's consent.

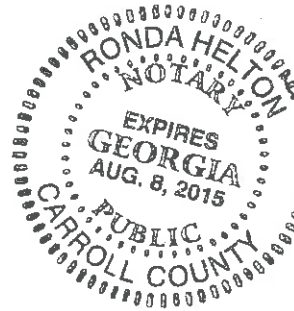
14. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative and not restricted to those given by law. If the Lessee remains in possession after the expiration of the term hereof with the Lessor's acquiescence and without any written agreement of the parties, the Lessee shall be a tenant at will and there shall be no renewal of this lease by operation of law.

15. Notwithstanding any other provision of this lease, in the event the Lessee or its successors or assignees shall become insolvent, bankrupt, or make an assignment for the benefit of creditors, or if it or their interests hereunder shall be levied upon or sold under execution or other legal process, or in the event the real estate agency to be operated on the premises is closed, the Lessor may terminate this lease.

16. Provided that all payments due under the terms of this lease are current and Lessee is not in default of any other term or conditions of this lease. Lessee shall have the option to extend the term of the lease for four (4) additional ten (10) year terms by giving Lessor written notice of its intent to exercise this option at least sixty (60) days prior to the expiration of the initial and each subsequent term of this lease. Notwithstanding, Lessor may terminate this lease at the end of the initial term or any renewal term by an affirmative vote of the City Council at least thirty (30) days prior to the end of such term.

17. Lessee shall be permitted to use the driveway located on the adjoining property identified as 23 Clark Street, and shown on Exhibit 'B' attached hereto. Lessee acknowledges that the Lessor's tenant in the property identified as 23 Clark Street shall have the right to use the driveway located on the premises and the parking spaces behind said property as shown on Exhibit "B" attached hereto. Lessee acknowledges that Lessor's tenant in the property located at 74 Jackson Street shall have the right to use all driveways and parking areas on the premises.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first above written.



Sworn to and subscribed before me
this 18th day of December
2014

Ronda Helton
Notary

My Commission Expires: Aug 08, 2015

APPROVED AS TO FORM:

By: [Signature]
City Attorney

LESSOR:

THE CITY OF NEWNAN, GEORGIA

By: [Signature] (Seal)
Mayor

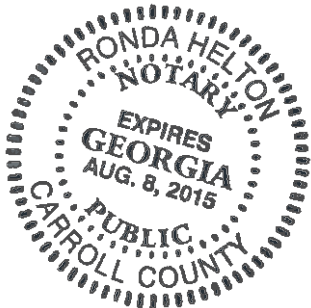
Attest: [Signature] (Seal)
City Clerk

LESSEE:

NEWNAN-COWETA HISTORICAL
SOCIETY, INC.

By: [Signature]
President & CEO

Attest: [Signature]
Secretary



Sworn to and subscribed before me
this 29th day of December
2014

Ronda Helton
Notary

My Commission Expires: Aug 08, 2015

Attest:

Secretary

Motion to Enter into Executive Session

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

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

Motion to Adopt Resolution after Adjourning Back into Regular Session

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