



Newnan City Council Meeting

MARCH 28, 2023

Newnan City Hall

Richard A. Bolin Council Chambers

25 LaGrange Street

6:30 PM

CALL TO ORDER

INVOCATION

READING OF MINUTES

- [A.](#) Minutes from the Special Called Meeting on February 22, 2023
- [B.](#) Minutes from the Regular Meeting on March 14, 2023

REPORTS OF BOARDS AND COMMISSIONS

- C. 1 Appointment - Cultural Arts Commission, 3 year term
- D. 1 Appointment - Keep Newnan Beautiful, interim term until 8/1/24
- E. 1 Appointment - Parks Commission, 3 year term
- F. 1 Appointment - Tree Commission, 3 year term
- G. 1 Appointment - Newnan Youth Activities, 3 year term

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- [H.](#) Public Hearing - Request by owner to demolish 282 Greenville Street
- [I.](#) Consideration of Contract for C. Jay Smith Slide Slope Repairs
- [J.](#) Consideration of Contract Award for Design Services for the Preservation and Improvement of the Farmer Street Cemetery
- [K.](#) Consideration of a Contract Extension for Debris Removal Services
- [L.](#) Consideration of a Contract Extension for Debris Monitoring, Disaster Recovery and Emergency Planning Services
- [M.](#) Consideration of a Contract Extension for Consulting Services for Disaster Recovery and FEMA Public Assistance
- [N.](#) Proposal to Repair and Maintain erosion at 57 East

UNFINISHED BUSINESS

- [O.](#) Public Hearing - 31 Jones St - Resolution to Repair or Demolish
- [P.](#) Recommendation Regarding the Public Sale of 66 1st Avenue and 10 Buchanan Street.
- [Q.](#) Report on Annexation and Development Planning - Action Item Requested at City Council 2022 Retreat

R. Ordinances to Amend the Charter of the City of Newnan and Code of Ordinances for the Purpose of Redistricting

1. 2nd and Final Reading – Ordinance to Amend the Charter of the City of Newnan for the Purpose of Redistricting
2. Consideration of Ordinance to Amend the Code of Ordinances, Chapter 2, Administration for the Purpose of Redistricting

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

S. Request to Close Fresh Bru Dr. for Remote Control Car Events, April 1st & 2nd and April 22nd & 23rd

T. Request from Explore Newnan-Coweta and Newnan-Coweta Chamber of Commerce to use the City Trolley on April 11th

MOTION TO ENTER INTO EXECUTIVE SESSION

U. Motion to Enter into Executive Session

ADJOURNMENT

The special called meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, February 22, 2023 at 5:30PM in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

Present

Mayor Keith Brady: Council members present: Ray DuBose, Rhodes Shell, George Alexander, Cynthia Jenkins, Dustin Koritko and Paul Guillaume. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Megan Shea and City Attorney, Brad Sears

Call to Order

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

Presentation from Development Partners for 57 East Project

Doug Davidson started the presentation. He explained that they are at the end of the due diligence period and wanted to provide an update. He introduced the members of the team that were present. He explained that they were tasked with conducting civic and community engagement sessions, identify parcels for best use and components, develop a preliminary concept plan and financial proformas that work the best for the City.

There were 3 community events held and they met with several civic associations. They also hired a market research company and worked with Nelson Worldwide for the concept plan and put together a timeline on where to go from here.

Dave Dugolenski with the development team stated that this is just step 1 in the process. There are significant obstacles out there especially with interest rates rising, making construction debt expensive. They really tried to focus on the strengths of this asset and looked at many different options. Each option would probably require some level of public subsidy given today's market. They evaluated residential, commercial, retail, hospitality and creative work space.

Randy Beavers with the development team started by discussing the community engagement sessions. They heard a lot of input and the meetings were well attended. The first meeting was with the Downtown Development Authority, the second was with civic leadership and special interest groups and the third was with the general public. Some of the high points were to embrace what Newnan is today and respect its history/character and should integrate well with the downtown. A lot of feedback regarding apartments was not for or against but wanting what apartments would bring such as food/beverage and public spaces. Other common themes included market/grocer, wellness uses, community space and collaboration with the City and Mainstreet. Hotel use was brought up and debated but with that parking and grid impacts should be well thought out.

The goal was to integrate all of the feedback into the site plan. They looked at the physical site constraints and what apartments would look like in different ways. Can they afford to incorporate all the uses that were heard from the community into this? Mr. Beavers went through the key takeaways from each meeting, many of the same themes and some differences in preferred land uses.

Councilman Alexander mentioned that he attended all community sessions and on the subject of apartments he heard overwhelmingly people were against apartments. Mr. Beavers said in the last session there were 2 residents very opposed to apartments but many others were for the amenities that apartments bring.

Councilman Koritko asked what condo quality apartments mean? Mr. Beavers stated that was a comment that was taken from one of the meetings. There was a discussion around having higher quality construction.

Chris Hall, Real Estate Consultant with Haddow & Company, went over the market study that was completed. For this they look at demographic data, survey apartments and talk to brokers. They also look at what has worked well in other downtowns. Downtown Newnan is very vibrant and there is not a lot of vacancy. There is a strong retail market. They looked at some of the newer apartment communities which have high occupancy and strong rents with a mix of tenants such as empty nesters, young professionals and some families.

Conclusions that came from their study were that there is a market opportunity for apartments and a key ingredient for a successful downtown. The market would also support for-sale townhomes. There is an opportunity for coworking/flex office building. The site could definitely support retail and restaurants such as a micro food hall. There is potential for a hotel but that would need to be further investigated.

Mr. Hall went into more detail with each component. He stated that for retail soft goods should not be pursued because the square already has that. He showed an example of a coworking space. Mayor Brady asked if that would be ground level? Mr. Hall said it could be ground or second floor. It could be all on one level, about 7,500 sq ft. Councilman DuBose mentioned an interest for children's healthcare being looked at as well.

Mr. Hall discussed the hotel opportunity. He explained that most hotels in a downtown area require public subsidy. Parking would also need to be considered with this.

Councilwoman Jenkins asked if they looked at small business incubator as a viable option and tech businesses? Mr. Hall said maybe in conjunction with a coworking option. Cities have sponsored incubators in other downtowns so it could be considered. He stated a big tech company would not be drawn to this site but possibly smaller start-ups would be an option.

Mr. Dugolenski also stated that there has been a downsizing in tech, for example Microsoft just pulled out of their campus in Atlanta. Incubators are usually start-ups and need to be subsidized.

Mayor Brady asked if meeting space would be incorporated in the hotel? Mr. Dugolenski stated that they evaluated different concepts but in the community sessions they heard people want a boutique hotel. Meeting space is usually undersized in that type of hotel. Josh Magaro explained that they relied on the hotel study done last year for Explore Newnan-Coweta which concluded this was not the proper location for a full-service hotel.

Mayor Pro Tem Koritko asked for further clarification regarding whether the hotel is preferred or not and other options for offsite parking and being pedestrian only. Mr. Magaro said they looked at the market study and the community sessions and it was preferred by the community based on feedback. He said they did look at offsite parking but to adhere to zoning requirements in the City a no parking option was not explored.

Councilman DuBose asked about the potential for government uses? Mr. Magaro said that would be a welcome use and would help with financing.

Jeremy Hall with Nelson Worldwide, discussed the architectural concept plans. He showed images looking into the site from Broad St, greenspace inside surrounded by townhomes and retail/restaurants with outdoor patio seating. He also showed a base concept plan of the whole site. Spring Street would be extended from the west and the LINC trail would extend in from the East. A second option broke the residential into two blocks and moving the greenspace closer to the railroad. Another option showed the hotel instead of townhomes.

Councilman Guillaume asked if the number of apartments are standard in all options and where the offsite parking would be? Mr. Hall said yes with there being slightly less apartments with the hotel option. The offsite parking could be across the street, just to show that something would need to be within a block or two. Mr. Beavers said that they are trying to understand the constraints of the site and there are assumptions they can't make and the offsite parking is a big one.

Councilwoman Jenkins said that the plans do a great job addressing E. Broad Street but the other 3 sides seem to be turned away. Salbide looks like the back of the site and needs to be addressed with the same detail as the front side. She also commented that the northwest corner is the historic black business district and there is an opportunity to connect that, as well as what will be the Bicentennial Park. She then commented that she would like to see more originality with the masking, something more Newnan.

Councilman DuBose commented that he likes the Spring St. entrance that is incorporated but there is also an opportunity for a north entrance to connect Andrew St. Mr. Hall said they would like to explore those options if they can work.

Councilman Alexander expressed concern regarding the number of townhomes verse apartments, as well as agreeing that the back side/south side should be looked at and made to look more attractive.

Mayor Pro Tem Koritko asked about rooftop utilization and parking spaces. Mr. Hall said there is potential for rooftop patios and other uses. There is on street parking on E. Broad and about 80 parking spaces on the street within the site then the parking deck so max parking would be about 445 spaces. Mayor Pro Tem Koritko expressed disappointment in the creativity and the apartments overwhelming the site.

Josh Magaro gave details of the project schedule and financial feasibility. The next phase would be design/development, taking feedback from Council and having further conversations to refine all the details and come up with final use. Then a rezoning, planning commission and other Council approvals. From there the architect would do a full design set followed by pre-leasing and finance efforts and then construction efforts.

Mr. Magaro gave a breakdown of the financials including what they see for residential and commercial, gross potential income and operating expenses, leading to about \$3.5 million in net operating income. The project overall will be costly and they estimate an all-in cost of construction at \$83-84 million. The return on cost would be 4.2% which is not very good. Based on all of this, the project doesn't work today.

Looking ahead to 2024 and 2025 there are a few variables. Following financial trends, the hope is to catch a good time to get the project off the ground. The project would need to be at a 6.5% or better for return on cost to be feasible. They looked at the lowest hanging subsidy whether hotel or multi-family. The only subsidy to ask for would be the land to get this going and then there is a positive delta to roc.

Mayor Brady stated that this is the first part of the conversation and Newnan is unlike others on the south side of Atlanta. It's going to be a lot of work to get it done but it is worthy. Mr. Davidson said they looked to merge good uses of the property and weighing the subsidies that might be required for that.

Mr. Phillips suggested that Council should come together and determine what the City's threshold of investment will be. That needs to be provided to the development partners before anything else happens. Mr. Phillips asked what the proforma would look like with no multi-family. Mr. Magaro answered that it's dependent on the level of subsidy and what is wanted.

Councilman Guillaume suggested scheduling meetings to discuss this further. Mayor Brady asked Council to come calendars to the regular scheduled meeting next week and a schedule can be determined.

Mr. Davidson reiterated that the multi-family subsidizes for the green space and other components, just to keep that in mind. He stated that they will be the ones developing. The only part possibly parceled out would be the hotel. Mr. Magaro stated that some level

of public subsidy will be needed. A credit worthy tenant such as government would provide a level of insurance because they won't default. Mayor Brady asked about taxable districts or bonded indebtedness. Mr. Magaro said once the City gives them the program then they can give total development costs. There are many options for financing solutions. Every city/county/state has a different toolbox to incentivize these types of developments. The financing picture shown so far has not factored any of that in.

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman Guillaume to adjourn the meeting at 7:18PM.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, March 14, 2023 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, Rhodes Shell, George Alexander, Cynthia Jenkins, Dustin Koritko and Paul Guillaume. Also present: City Manager, Cleatus Phillips; City Clerk, Megan Shea and City Attorney, Brad Sears.

A. MINUTES

Motion by Councilman DuBose, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council meeting on February 28, 2023 and adopt them as presented.

MOTION CARRIED. (7-0)

REPORTS OF BOARDS AND COMMISSIONS

B. APPOINTMENT – CULTURAL ARTS COMMISSION, 3 YEAR TERM

Continue to next agenda.

C. APPOINTMENT – KEEP NEWNAN BEAUTIFUL, INTERIM APPOINTMENT

Continue to next agenda.

D. APPOINTMENTS – PARKS COMMISSION, 3 YEAR TERMS

Motion by Mayor Pro Tem Koritko, seconded by Councilman Alexander to appoint Jason Lucas for a 3-year term.

MOTION CARRIED. (7-0)

Continue Mayor Brady's appointment to the next agenda.

E. APPOINTMENTS – TREE COMMISSION, 3 YEAR TERMS

Motion by Councilman Alexander, seconded by Mayor Pro Tem Koritko to appoint Jennifer Petrino for a 3-year term.

MOTION CARRIED. (7-0)

Continue Mayor Pro Tem Koritko's appointment to the next agenda.

F. APPOINTMENT – NEWNAN YOUTH ACTIVITIES, 3 YEAR TERM

Continue to next agenda.

NEW BUSINESS

G. PUBLIC HEARING- APPLICATION FOR ALCOHOL BEVERAGE LICENSE – LINE CREEK BREWING CO. DBA THE RESERVE

Mayor Brady opened a public hearing on the application for Microbrewery (Beer) for Line Creek Brewing Co. dba The Reserve at 18 Savannah St.

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 Guillaume to approve the application for Microbrewery (Beer) as presented.

MOTION CARRIED. (7-0)

H. REZONING REQUEST RZ2023-01 BY FREEDOM LAND HOLDINGS, LLC FOR 5.82 + ACRES AT OLD ATLANTA HIGHWAY (TAX PARCEL #073C 044 AND 073C 045); REQUESTED ZONING FROM PDC AND PDO TO PDR FOR THE PURPOSE OF CONSTRUCTING 36 TOWNHOUSE-STYLE CONDOMINIUMS – FOR INFORMATION ONLY

Mayor Brady recused himself due to a business relationship and Mayor Pro Tem Koritko read the item. No action at this time.

I. FIRST READING OF AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF NEWNAN FOR THE PURPOSE OF REDISTRICTING

City Manager explained that this is straightforward. When changes are made for redistricting an amendment to the charter is required. It is also required to have two readings regardless of votes. The second reading will be next meeting and will also include a code of ordinance amendment for the districts. That will finalize the redistricting process. Mayor Brady stated this is not a public hearing but if anyone wanted to comment they could and no one came forward.

Mayor Pro Tem Koritko asked to make sure this does not have to go to state legislature? City Attorney stated that is correct but it will be filed with the Superior Court Clerk and Secretary of State.

Motion by Councilman Shell, seconded by Councilman Guillaume to adopt the ordinance as presented. 2nd and Final Reading next agenda.

MOTION CARRIED. (7-0)

J. CONSIDERATION FOR NEGOTIATIONS OF CONTRACT SCOPE, PRICING AND FINAL CONTRACT COSTS FOR LYNCH PARK POOL REPAIRS AND MECHANICAL ROOM UPGRADES

Facilities Maintenance Director, Mark Johnston, explained that this is to recommend a contract with S.H. Creel Contracting for the improvements at Lynch Park, in the amount of \$158,089.56.

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

MOTION CARRIED. (7-0)

K. CONSIDERATION OF CONTRACT AWARD FOR AUDIO/VISUAL AND CAT SERVICES FOR THE FIRE TRAINING FACILITY PROJECT

Assistant City Manager, Hasco Craver, explained that this is part of the already approved budget, which allocated \$100,000 for furniture, fixtures and equipment (FFE). Bids were received for AV systems in the classrooms at the fire training facility. It is recommended to go with Soluntionz.

Mayor Pro Tem Koritko asked about a \$500 permit fee showing on the master summary. Mr. Craver stated there will not be a permit fee but they will be required to secure a permit for the work.

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

MOTION CARRIED. (7-0)

L. CONSIDERATION OF RESOLUTION FOR PERSONNEL POLICY REVISION CHANGING PAY PERIODS

City Manager asked HR Director Nanette Freeman and Finance Director Nicole Hall to join him to go over this. He explained that the next two items go together. They are a result of changing the pay period. Currently the pay period runs Thursday – Wednesday and that only leaves a day to get ACH file to the bank. The first item is to amend the HR Personnel Policy as the pay period is stated in it.

Mayor Pro Tem Koritko asked why the new pay period will start Monday instead of Sunday? Ms. Hall stated that this coincides with the fire department schedules and gives 3 days for any corrections.

Motion by Councilman Shell, seconded by Councilman Alexander to amend the personnel policy as presented.

MOTION CARRIED. (7-0)

M. CONSIDERATION OF RESOLUTION TO ADVANCE CITY EMPLOYEES UP TO THIRTY (30) HOURS AS A RESULT OF THE CHANGING PAY PERIODS

Mr. Phillips said this is a bit complicated to explain. The first pay period will be short 3 days and we don't want employees accustomed to a full paycheck to be short. The checks would not catch up the 3 days until the end of employment. The request is to advance the employees the 3 days. There are no budget implications as the full year of payroll is already budgeted. Staff has looked at ways for this to be paid back and are asking to credit the employees if they work at least 1 year after the advancement. Mr. Phillips said the City is also switching to a payroll processor called PayCom.

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

MOTION CARRIED. (7-0)

N. REQUEST TO DECLARE TWO (2) CITY OWNED PROPERTIES AS SURPLUS AND SELL AT PUBLIC AUCTION

Visitor wanted to speak to this item. Ms. Debbie Vines explained that these properties border her property. She only found out about this and wants to understand the process. She asked for a delay on this so she has time to speak to her attorney and look into the process.

City Attorney explained that these properties were purchased by Newnan Water & Light in the early 1900's. The process can either be to auction off on the courthouse steps or to be sold by sealed bid. The City has used both processes but most recently it was sealed bid. Staff will determine which process is best.

Mr. Phillips said that today is just to authorize the process to start. There is still work that staff needs to do. In the past some properties have been offered to adjoining property owners depending on factors. Newnan Utilities has determined there is no use for the property.

Ms. Vines asked about the sealed bid process. Mayor Brady stated that a date and time is determined for the bids to be delivered to the City Manager's office and then two council members open the bids publicly and typically the highest or best bid is awarded. This will be brought back to Council at the next meeting and there will be more information at that time. Ms. Vines expressed concern about a neighbor.

Councilman Shell as what the timeframe would be? Ms. Sears said staff would have 2 weeks to come back with a recommendation then with required advertisements it could end up being 6 – 8 weeks total.

Motion by Councilman Alexander, seconded by Councilman Shell to declare the properties as surplus and begin the process of public auction.

MOTION CARRIED. (7-0)

O. CONSIDERATION OF PARKING RESTRICTION ORDINANCE FOR TWO STREETS IN THE STONEBRIDGE SUBDIVISION

Ray Norton, Public Works Director explained that two streets have alleys that service townhomes in the subdivision. People park cars in the street and this is causing issues for garbage pickup. The request is to restrict parking on Wednesdays so garbage pickup is not interrupted.

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

MOTION CARRIED. (7-0)

P. CONSIDERATION OF RATIFICATION FOR THE EMERGENCY CULVERT REPAIR ON NEWNAN CROSSING BLVD EAST

Motion by Councilman Shell, seconded by Councilman Alexander to approve the ratification.

MOTION CARRIED. (7-0)

Q. 21 BERRY AVE – OWNER UPDATE AND REQUEST EXTENSION

Matt Murray, Code Enforcement Officer, stated that this property was before Council in September 2022 and 180 days was given then. There has been a lot of work done on the property, new roof, siding and windows. The property is secured and being kept clean.

Douglas Calderon, Owner, said they are in the stages of waiting for an electrician and then plumbing which will complete the inside of the house.

Councilwoman Jenkins commented that spring is coming and, in the past, the overgrown grass has been a major issue. Mr. Calderon said it will be addressed.

Motion by Councilman Alexander, seconded by Councilwoman Guillaume to approve the 180-day extension

MOTION CARRIED. (7-0)

R. DISCUSSION OF ZONING REGULATION TEXT AMENDMENTS TO ARTICLES 2 & 4

Dean Smith, Senior Planner, stated that at the last meeting there was discussion about various processes and what should go before Council. A few things have been tweaked since last meeting. First, Mr. Smith recommended that townhouses in RU-I be left as it is, as an allowed use. The City Manager mentioned last meeting that there are already lot requirements for those. The second recommendation is to change duplexes to an allowed use, continuing to allow for diverse housing products.

For Article 4, group development, last meeting it was recommended to delete that entirely and staff does agree. Staff would like to come back to Council with an amendment to remove that. There are other ordinances that can help address these types of developments.

Councilwoman Jenkins asked for examples of group development? Mr. Smith stated Ashley Park and the Walmart Shopping Center. City Manager explained that it's been a way that commercial developments have been able to subdivide those boxes without road frontage to secure individual financing. Lately, the build to rent subdivisions have been using it to circumvent the subdivision regulations. Councilwoman Jenkins asked if there could be consequences now for commercial developments? Mr. Smith stated there could be and so the residential component could be removed.

Councilman DuBose asked if this would affect the townhouse development going in on Sprayberry Road? Mr. Smith said no, as it is already under construction and was rezoned under RU-7. City Manager commented that with all the build to rent regulations being discussed in the General Assembly, it should be clear that we are not trying to regulate them but we want to ensure they are being designed per our fee-simple standards.

No action needed. This will come back to Council in April.

UNFINISHED BUSINESS

S. 2ND AND FINAL READING – ORDINANCE TO ANNEX 31.79 + ACRES AT 521 LOWER FAYETTEVILLE RD AND ORDINANCE TO AMEND THE ZONING MAP FOR PDR ZONING

Mayor Brady recused himself due to a business relationship. Mayor Pro Tem Koritko read the item.

Motion by Councilman Shell, seconded by Councilman Guillaume to adopt the ordinance for annexation as presented. Opposed: Jenkins, Koritko

MOTION CARRIED. (4-2)

Motion by Councilman Shell, seconded by Councilman Guillaume to adopt the ordinance for rezoning as presented. Opposed: Jenkins, Koritko

MOTION CARRIED. (4-2)

T. 2ND AND FINAL READING – ORDINANCE TO AMEND CONDITIONS OF ZONING AND AMENDMENT TO MASTER PLAN FOR 42.20 + ACRES ON POPLAR RD.

Councilman Guillaume asked the developer about a comment made at the last meeting regarding private security. He asked if this is something that will be provided for the development?

Mr. Tom Barranco with Pope & Land said he believes the security is a market demand and this will be built in phases. They will entertain private security but there are multiple components and this can be addressed in the development agreement. Mayor Pro Tem Koritko asked for more of a definitive commitment. Mr. Barranco said they could commit to private security upon completion of the development.

Motion by Councilman Shell, seconded by Councilman DuBose to adopt the ordinance and amendment as presented. Opposed: Alexander, Koritko

MOTION CARRIED. (5-2)

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

U. REQUEST FROM BIKE COWETA FOR A SPECIAL EVENT PERMIT FOR THE ROCK & ROAD FESTIVAL ON APRIL 15TH

Chris Doane was there for the request. Councilman Alexander asked about the reserved parking spaces? Mr. Doane said that was previously approved, securing all of the spaces for the crit and then each restaurant would reserve their own space in front of them. People can stand in the space or the restaurant can utilize it for serving. It's basically extending a temporary patio into that space. Mayor Brady stated there is precedent for this as restaurants were allowed to do this during COVID.

Councilman Alexander then asked about access to Murphy's Florist as this event is the same day as prom. City Manager said there has been a lot of conversation with Murphy's about this. The City has offered to reserve some spaces in the parking lot across from them on Spring St. and people will be able to cross the street. Murphy's closes at noon that day and street closures will start at 11am.

Council asked questions about the logistics for the event. Mr. Doane said the event wraps up around 9pm and then there will be clean up time needed, which may take an hour or two. Mr. Norton said they will start the cleanup process at 9 but they won't open the streets until all the garbage has been picked up. There has already been an article in the newspaper and most downtown merchants are aware already and there will be other

follow up with an official notice. Crowds may be similar to the Taste of Newnan, around 5,000.

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

MOTION CARRIED. (7-0)

ADJOURNMENT

Motion by Councilman Alexander, seconded by Mayor Pro Tem Koritko to adjourn the Council meeting at 3:20pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor



City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Public Hearing - Request by owner to demolish structure located at 282 Greenville St

Prepared by: Bill Stephenson, Chief Building Official

Purpose: Public Hearing - Request by owner to demolish structure that was built more than 50 years ago and not located in a historical district, (tax record attached). The property address is 282 Greenville Street.

Background: None.

Funding: N/A

Ordinance Considerations:

- a. **Historical significance:** This structure was constructed in 1946 according to tax records and is considered historic due to its age. This property is outside of the geographical limits of the historical survey conducted in the early 1990's, and therefore was not evaluated for historical architectural significance.
- b. **Effect of demolition:** the property has adequate clear space in order to be demolished without disturbing other structures.
- c. **Reasonable preservation of structure, value vs. cost:** the cost of renovating the structure would well exceed 50% of the assessed value of \$22,143.00, which is the threshold used by City ordinance to be considered eligible for demolition in the substandard building program.
- d. **The property rights of the owner.**
- e. **Denying demolition hardship to owner.**

Previous Discussion with Council: None.

Notified 1/18/2023 of
Next steps.

JAN 17 2023



DEMOLITION PERMIT APPLICATION

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



Date of Application: 1-17-23

Subject Property
Address: 282 GREENVILLE ST
Number and Street

Amber Construction Services
Subdivision

Applicant Name and Contact #: ROBBIE VERNON 770-316-2684
Name Contact Phone Number

Owner Name and Contact #: DAN MC PROPERTIES LLC 404-434-5944
Name Contact Phone Number

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

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

Zoning Representative Sign-off

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

[Signature]
Signature of Applicant

1-17-23
Date Signed

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

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

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

~~28 Mar 23~~ (3-28-23)
~~28 FEB 23~~ (2-28-23)

(Always an evening meeting)

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



Summary

Parcel Number N48 0002 002
 Location Address 282 GREENVILLE ST
 Legal Description BLDG / 282 GREENVILLE STREET
 (Note: Not to be used on legal documents)
 Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District NEWNAN 02 (District 02)
 Millage Rate 24.33
 Acres 0.23
 Neighborhood Comm/Ind Newnan (G10000)
 Homestead Exemption No (S0)
 Landlot/District N/A / 5

[View Map](#)

Owner

[DANHC PROPERTIES LLC](#)
 5205 KENDALLS WAY
 CUMMING, GA 30041

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Jackson Southwest	Front Feet	10,220	70	146	0.23	1

Commercial Improvement Information

Description Office-Avg
 Value \$22,143
 Actual Year Built 1946
 Effective Year Built 2004
 Square Feet 1500
 Wall Height 12
 Wall Frames
 Exterior Wall
 Roof Cover
 Interior Walls
 Floor Construction
 Floor Finish
 Ceiling Finish
 Lighting
 Heating
 Number of Buildings 1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/25/2022	5608 41	26 61	\$200,000	QUALIFIED IMPROVED	BARROW RICHARD C SR & JEAN BARROW	DANHC PROPERTIES LLC
9/25/2015	4278 667	26 61	\$0	UNQUALIFIED IMPROVED	BARROW RICHARD C	BARROW RICHARD C SR & JEAN BARROW
12/21/2000	1598 258		\$67,000	QUALIFIED IMPROVED	THORNTON HOWARD	BARROW RICHARD C
7/13/1995	946 398		\$57,000	UNQUALIFIED IMPROVED		THORNTON HOWARD
10/1/1993	791 128		\$20,000	IMPROVED AFTER SALE		WOOD WOODIET JR
11/17/1992	717 228		\$0	UNQUALIFIED IMPROVED		WHEELER MORN A & HEW
11/17/1992	717 228		\$0	UNQUALIFIED IMPROVED		POTTS MICHELLE & HEA
	WILL1990		\$0	UNKNOWN STATUS		WHEELER MORN A & HAR

Valuation

	2022	2021	2020	2019	2018	2017
Previous Value	\$43,625	\$43,625	\$43,625	\$43,625	\$43,625	\$43,625
Land Value	\$21,482	\$21,482	\$21,482	\$21,482	\$21,482	\$21,482
+ Improvement Value	\$22,143	\$22,143	\$22,143	\$22,143	\$22,143	\$22,143
+ Accessory Value	\$0	\$0	\$0	\$0	\$0	\$0
= Current Value	\$43,625	\$43,625	\$43,625	\$43,625	\$43,625	\$43,625

Assessment Notices 2019

36238 (PDF)

Assessment Notices

2020 (PDF)

2021 Assessment Notice (PDF)

2022 Assessment Notice (PDF)

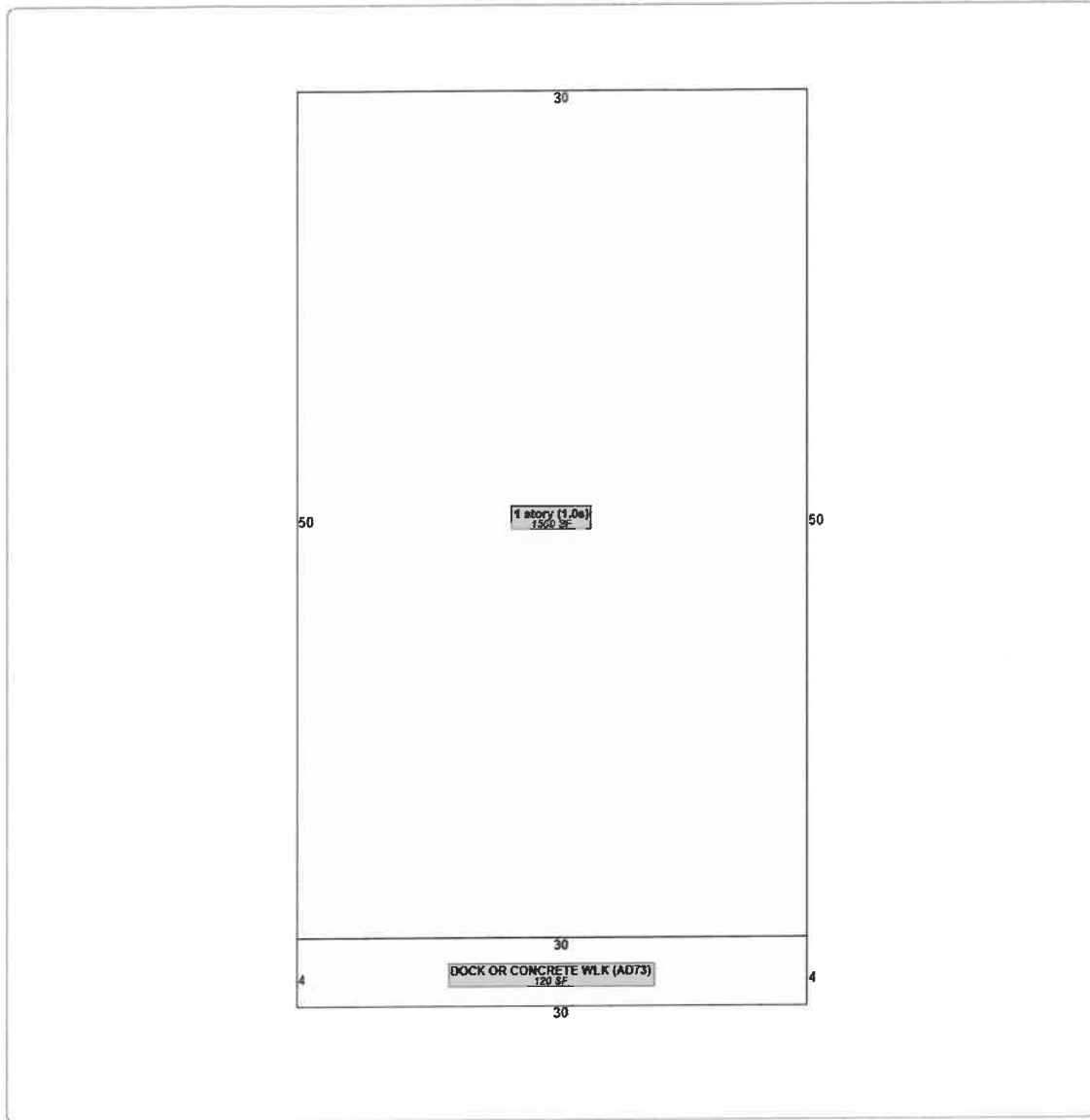
Sketches







282 GREENVILLE ST.
NOT IN HISTORIC DIST.



No data available for the following modules: Online Appeal, Rural Land, Conservation Use Rural Land, Residential Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Septic Drawings, Photos.

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

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

Last Data Upload: 1/17/2023, 1:07:25 AM

Developed by
 Schneider
GEOSPATIAL

Version 2.3.240

Demolition Notification

This is to notify that a Demolition Permit has been applied for and a public hearing will be held at City Hall, 25 Lagrange Street, Newnan, Ga. Regarding this application on March 28th, 2023 at 6:30p.m. The demolition address is 282 Greenville Street (existing block building).

No.79133-3-15-22



**Amber Construction
Danhc Properties, LLC
282 Greenville Street**

**A demolition permit has been applied for
and a public hearing will be held at City Hall,
25 LaGrange Street, Newnan, GA,
regarding this application on
March 28th, 2023
@ 6:30 p.m.**

Demolition Notification

This is to notify that a Demolition Permit has been applied for and a public hearing will be held at City Hall, 25 Lagrange Street, Newnan, Ga. Regarding this application on March 28th, 2023 at 6:30 p.m. The demolition address is 282 Greenville Street (existing block building).

*Received 2/22
Has been delivered -*



City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Consideration of Contract for C. Jay Smith Slide Slope Repairs

Prepared By: Ronda Helton, Program Manager
Hasco Craver, Assistant City Manager

Presented By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider a contract to make certain repairs to a slope at C. Jay Smith Park.

Background:

The redevelopment of C. Jay Smith Park was completed in the summer of 2021, utilizing SPLOST 2019 funds. In part, the redevelopment project included the installation of 30' slides built into an existing slope below and adjacent to the existing playground near the corner of Farmer Street and Glenn Street.

Artificial turf was installed between the 2 slides to create an area in which park patrons may use to traverse the slope. The turf, as well as the earthen areas outside of the slides, due to increased usage and stormwater erosion have deteriorated to a point in which City staff engaged an outfit to find a more permanent solution.

Numerous treatments were considered: planting of softscape improvements, placement of rock, installation of artificial turf throughout the general area and the removal of the slides.

It was agreed upon that due to the popularity of the slides, that city staff shall find a treatment to allow the slides to remain while concurrently creating a lasting condition for adjacent areas. Therefore, and after great research, city staff found a solution that includes the use of shotcrete, which is concrete or mortar conveyed through a hose and pneumatically projected at high velocity onto a surface. Upon the setting/curing of the shotcrete, a poured-in-place rubber surface will be adhered to the surface, creating a safe and long-lasting material that may be enjoyed by park users for years to come.

It is important to note that city staff is asking for the Newnan City Council to consider utilizing a cooperative purchasing method for procurement. More specifically, the City of Newnan is a registered agency that may utilize the already competitively bid contracts, vendors, etc. made available through Sourcewell. Sourcewell's solicitation process meets and oftentimes exceeds the city's procurement policy.

Funding:

SPLOST 2019

Attachments:

1. Playworld Quote, dated March 13, 2023

Recommendation:

It is the recommendation of city staff that the Newnan City Council authorize the contract with Playworld (Division of Power Play) through the cooperative purchasing service in an amount of \$263,868.00.

Previous Discussion with Council:

Newnan City Council has not had conversations related to the specific treatment of the existing slope. However, members of the Council remain engaged and active as it relates to the development, improvement, utilization and promotion of C. Jay Smith Park.



QUOTE

Date	Quote #
3/13/2023	PWCQ21531
Quote valid for 30 days.	

Bill To:
City of Newnan Ronda Helton 25 Lagrange Street Newnan, Ga 30563 P: (678) 673-5479 F: (770) 254-2361 rhelton@cityofnewnan.org

Site/End User:
C J Park Ronda Helton 92 Farmer Street Newnan, Ga 30263 P: (678) 673-5479 F: (770) 254-2361 rhelton@cityofnewnan.org

Ship To:
C J Park Ronda Helton 92 Farmer Street Newnan, Ga 30263 P: (678) 673-5479 F: (770) 254-2361 rhelton@cityofnewnan.org

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Carlton Burr	Carlton Burr

Qty	Item #	Description	Unit Price	Ext. Price
-----	--------	-------------	------------	------------

Surfacing for the hill slide

1	Removal	Removal of existing surfacing. Remove approx 100' of existing plastic playground border. Remove approx 80' of 6x6 treated timbers. Install approx 180' of 12' Rubber curb (border). Removal of approx 800 sq ft artificial turf to allow for resurfacing of slope. Removal of approx 700 sq ft of bonded rubber surfacing. Installation of approx 150' of 4" sock drain pipe on upper side of newly installed rubber curb (above). Within rubber curbs and daylighted outside both ends. Existing mulch will be raked back to accommodate. Drain system will consist of 4" corrugated pipe installed in trench approx 12" deep. #57 stone will cover pipe. Geo fabric will cover stone. 3"- mulch (existing) will be replaced over system.	\$14,133.00	\$14,133.00
1	Install-Concrete	Site preparation for the installation of Concrete on the slide hill for 3, 410 sq. ft using line pump. General Conditions- Includes proper traffic control measures, temporary lane closures, survey and temporary facilities (portijohn) while we are out there. Erosion Control- We will need to install and remove a gravel construction entrance, wrap the site with Orange	\$181,550.00	\$181,550.00

Qty	Item #	Description	Unit Price	Ext. Price
-----	--------	-------------	------------	------------

barrier fencing, and install some silt fence on the bottom side to prevent any runoff. I have also included inlet protection out at the street because I know Newnan requires it.

Grading- Includes mobilization fees for the heavier equipment, hauling for export of excavated material, getting site on subgrade and prepped for the concrete crew. This will be a slow process due to the area and the equipment we will be working around. There will be a good bit of handwork in here too around those stumps.

We will landscape the areas back that we disturb to current conditions or better when we leave

1	PPRS	Poured-In-Place Rubber Surfacing	\$68,185.00	\$68,185.00
		Provide and install 3,410 sq. ft. of PIP at 4' CFH 50% 064 BLUE 50% BLACK with aromatic binder over existing concrete. Inlay 14 circles. Install 2 swing safe mats at slide exits, in the pour. Tie into existing bonded rubber pour to the left when at the bottom facing the slides. 180' of 12" curbs to ship separate. Inlay 9 circles 50% 083 Bright Orange / 50% Black (300 sf) Inlay 5 circles 50% 087 Bright Green / 50% Black (110 sf)		

SubTotal	\$263,868.00
Tax Rate	0.00 %
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$263,868.00

*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its ongoing warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

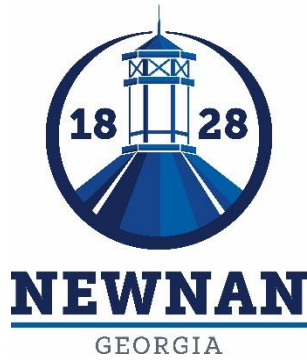
Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:
Playworld Preferred
Attn: PWP Signed Quote c/o Playworld Systems
1000 Buffalo Road
Lewisburg, PA 17837





City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Consideration of Contract Award for Design Services for the Preservation and Improvement of the Farmer Street Cemetery

Prepared and Presented By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider and award a contract for a qualified firm to perform Design Services for the Preservation and Improvement of the Farmer Street Cemetery.

Background:

The Newnan City Council, in late 2020, reconstituted the Farmer Street Cemetery Commission with a charge of planning for the protection, preservation, promotion and maintenance of the Farmer Street Cemetery located along Farmer Street.

In early 2021, the commission began meeting to discuss near and long-term objectives. In addition to discussing objectives, the commission considered existing documents that provided details surrounding previous surveying of the site. As a result of numerous commission meetings, including a public information gathering session held in the fall of 2021, as well as a review of existing documents, the commission recognized the need to perform an up-to-date survey of the site, a more thorough literature review of available documents and a ground penetrating radar survey of the site.

The City of Newnan engaged PaleoWest to perform surveying, GPR and literature review services. PaleoWest presented their findings and the associated report, dated August 2022, to the Newnan City Council in the fall of 2022.

The Farmer Street Cemetery Commission, as a result of completing the survey, GPR and literature review, considered an opportunity to solicit for and engage a professional firm to support the development of design documents that will, in time, inform certain improvements that may be considered at the Farmer Street Cemetery.

The City of Newnan issued a Request for Proposals to perform Design Services for the Preservation and Improvement of the Farmer Street cemetery in late 2022. The City of Newnan received one (1) proposal from Pond & Company in early 2023.

Pond & Company
3500 Parkway Lane
Suite 500
Peachtree Corners, GA 30092

The Farmer Street Cemetery Commission interviewed Pond & Company staff members, Andrew Kohr and Sydney Thompson at their March 6, 2023 meeting. During the interview, a project approach that included phasing of certain activities was considered. As a result of the interview, the Farmer Street Cemetery Commission voted unanimously to recommend to the Newnan City Council that the City of Newnan formally engage Pond & Company to perform Phase I of the project to include the following activities: existing conditions assessment and schematic design services. The first phase will also include community engagement sessions.

It is the hope of the commission that the phase I activities will result in a more precise understanding of future improvements. If satisfied with the potential future improvements, the city may engage Pond & Company to perform full design and project administrative services.

Phase I of the proposal includes the following:

Survey	\$18,500.00 (may decrease)
Existing Conditions & Schematic Design	\$34,150.00
<u>Expenses</u>	<u>\$750.00</u>
Phase I TOTAL	\$53,400.00

Funding:

1. General Fund

Recommendation:

The recommendation herein is primarily based upon the following elements:

- Firm’s responsiveness; and
- Firm’s experience conducting similar services; and
- Firms’ submitted price

The Farmer Street Cemetery Commission met on March 6, 2023 to interview Pond & Company. The commission, in accordance with the conversation description contained herein, voted unanimously to select Pond & Company for Phase I scope of work for an amount not to exceed \$53,400.00.

Attachments:

1. Sections of the Pond & Company proposal

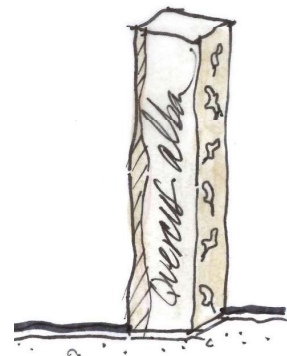
Previous Discussions with Council:

From time to time, Newnan City Council receives updates related to the work of the Farmer Street Cemetery Commission.

PROJECT APPROACH

The City of Newnan (City), in partnership with the Famer Street Cemetery Commission (FSCC), is seeking to preserve, protect, memorialize, and enhance Farmer Street Cemetery in a context sensitive manner that honors the individuals buried there, their families, and the history of the site. From Pond’s previous work with historic and culturally sensitive sites, we are confident we have the skills needed to meet the goals of this project.

Pond’s team members have previously worked on multiple cemetery sites. With the understanding that each is different and has its own history, our team prioritizes preservation and safety while incorporating *The Secretary of Interior Standards for the Treatment of Historic Properties with Guidelines for Treatment of Cultural Landscapes*. Pond has partnered with New South for this project. Their extensive experience working on historical and cultural landscapes will be instrumental in achieving all project goals. Pond and New South have successfully worked together on other significant cultural sites including the Chief Vann House in Murray County, Georgia, and the Roosevelt Historic Pools and Warm Springs in Warm Springs, Georgia.



TEAM ORGANIZATION & QUALITY CONTROL

The City of Newnan has amenities they would like to add and existing amenities they would like to update/improve within the cemetery boundaries. Pond has developed a comprehensive team to manage and facilitate this project. As shown in the organizational chart, **Sydney Thompson**, PLA, ASLA will serve as the Project Manager and primary point of contact throughout the entirety of the project. Project Principal-in-Charge **Andrew Kohr**, PLA, ASLA will see that Sydney and the rest of the team have the resources and support to prioritize this project and keep it on schedule.

Sydney is an experienced landscape architect who has worked on numerous public space projects throughout the state of Georgia. She, along with **Andrew**, will make sure this project follows Pond’s quality control process and that the final deliverables address all project needs. A traditional org chart doesn’t adequately reflect the interactive, cross-discipline process that we will follow. While we clearly have a hierarchy of leadership, the entire team is empowered to interact and engage and realize that their process is not linear—the results of one discipline almost always affect many disciplines and we must work collaboratively as an internal team and with City.

PROJECT OBJECTIVES

There are several key objectives which align with the City’s vision for Farmer Street and help guide our work:

- 1

Enhance the pedestrian experience within the cemetery with new walking trails, site furnishings, and signage (both wayfinding and educational)
- 2

Interpret the history of the cemetery and the community through active and passive methods
- 3

Promote long-term safety and security of the cemetery its cultural artifacts.
- 4

Ensure that all proposed improvements are low maintenance and sensitive to City staff capabilities.
- 5

Preserve the historic integrity of the cemetery with any new changes.

TECHNICAL PROJECT APPROACH

To achieve the City's projects goals and objectives, Pond suggests this project be broken up into multiple phases/tasks, initially focusing on schematic design.

1. Existing Conditions Assessment & Schematic Design

- a. Pond will host a kickoff call to confirm project goals and client/consultant contacts.
- b. Following the meeting, Pond will procure updated survey information for the agreed upon study area within the cemetery. Once we receive the survey, Pond will overlay the possible graves and depressions identified in PaleoWest's 2022 study of Farmer Street. This will ensure our design is respectful and aligns with the existing subsurface conditions.
- c. Though it is understood that no improvements to the Coweta County African Heritage Museum are required at this time, Pond will request a building outline and FFE be included in the survey to ensure ADA access can be maintained into their facility.
- d. Once the survey is complete, Pond will conduct a site visit along with City staff and stakeholders to review the existing conditions and discuss the existing conceptual plan. Pond will document this (and all meetings).
- e. We will conduct a security design assessment by our consultant Todd Shook which provide recommended treatments for improved safety and preservation of the cemetery.
- f. During this visit we will also conduct a programming exercise for the cemetery. This will help identify and prioritize improvements within the space.
- g. If desired, a historian will conduct research on the cemetery which may include reviewing newspapers for obituaries to establish names of individuals or families buried in the Farmer Street Cemetery. If warranted our historian will conduct oral history interviews following completion of the historic research.
- h. Pond will use input from the site visit and prior discussions to create a schematic plan and send to the City for feedback. The deliverable for this phase

- i. will include a rendered, schematic site plan for the agreed upon study area and materials palletes to ensure a cohesive, historically sensitive aesthetic.
- i. In addition to the rendered schematic site plan, Pond will work with one of our cost estimators to create a high-level opinion of probable cost based on the approved schematic designs, which can then be used for budget planning.
- j. Pond will host a public engagement session with City staff, FSCC representatives, elected officials, and the public to discuss the schematic design, receive feedback, and identify next steps.
- k. It is recommended that the workshop be in-person and an open-house style. Pond will put together interactive board exercises and comment cards to receive feedback, as well as have numerous team



- members present to interact with attendees and answer questions throughout the session. We will work with the City to properly advertise the meeting.
- l. If desired, Pond can also utilize online tools such as Pigeonhole Live to collect feedback from members of the public that are unable to attend the public engagement sessions in person.
- m. Pond will then incorporate the City's feedback and ultimately produce a set of drawings to approximately the 30% design level.

While the remainder of our technical project approach and design process is detailed below, Pond recommends the initial contract and scope focus on the Existing Conditions and Schematic Design phase. This phase will guide the remainder of the project and determine what design elements the City chooses to move forward with, and which elements may be identified for the future. By starting with a Schematic Design Phase, Pond will be able to better refine the scope for the later phases of the project, ensuring a final product that best meets the City's and communities' needs and budget.



2. Design Development – Once the Schematic Design phase is complete, Pond will move into the Design Development phase. During this phase, Pond will work with the City to refine the site plan, determine if the project needs to be phased, and if so, which elements will be constructed in the first phase of work. As we go through this process, Pond will develop a 60% drawing set to share for City feedback. This set will include:

- refined site plan
- conceptual demolition/grading plan
- utility concept plan (as required)
- preliminary landscape plan incorporating botanicals consistent with African American cemeteries
- preliminary wayfinding plans
- schematic signage and wayfinding designs
- determine historic themes, number, and location of interpretive signage
- define areas where archaeological monitoring and testing is needed to ensure graves are not impacted during construction
- materials and site furnishings palette, and
- updated opinion of probable cost

During this stage, we will focus on the coordination of design elements and detailed design. New South will conduct a field visit to review the proposed plan and identify any potential conflict with gravesites. We will also meet with City staff and FSCC members to review. Pond can also conduct a final public engagement session during this stage if desired.

3. Construction Documents & Permitting

As we transition from the Design Development phase to the Construction Document and Permitting phase of the project, Pond will incorporate feedback from the client and issue a final, refined site plan design. Using the client approved site plan, Pond will prepare a final, 100% plan set to be used for permitting and bidding. While the agreed upon scope may vary, the permitting and bid set typically include:

- detailed site plans
- grading, drainage and utility plans
- stormwater management plans
- construction details
- erosion and sediment control plans, and
- landscape plans and details
- detailed wayfinding plans
- detailed signage and wayfinding designs
- interpretive signage plan
- gravesites and other culturally sensitive areas to avoid
- structural, electrical, and mechanical plans as appropriate
- hardscape and special construction details
- technical specifications (either written or on the drawings depending upon what is agreed upon with the client)

This set can also include finalized selections on site furnishings, site finishes, and, potentially, a final opinion of probable cost that will help guide the bidding process.

Throughout the schematic, design development, and construction documents phases of plan development, internal technical reviews will take place by each discipline, and all Pond subconsultants will be required to conform to the same review and reporting process. These reviews are conducted as each phase of the project concludes and eliminate inconsistencies in project deliverables

4. Bidding Assistance and Construction Administration

Pond has extensive experience in guiding clients through the bidding process and performing construction administration on projects. We will be happy to answer contractor questions that arise during the bidding process and will assist the client in the preparation of addendums if required. Once a contractor is selected, Pond will provide them with electronic files of the approved plans and specifications. During the construction administration phase, we will be available to answer RFIs, review submittals, and perform site visits at various stages of the construction process.

DESIGN CONSIDERATIONS

While the above details Pond’s technical approach to this project, the visual aesthetic, spatial relationships, and function of the design will be vital to the success of this project. Pond has a completed numerous public greenspace projects and cemetery master plans throughout the state of Georgia. All designs will follow *The Secretary of Interior Standards for the Treatment of Historic Properties with Guidelines for Treatment of Cultural Landscapes* and ensure we maintain eligibility for listing on the National Register of Historic Places. This ensures that any new elements incorporated into the site respect the history, complement the existing site features, and does not detract from the overall design.



Public Engagement

Our coordinated public engagement approach focuses on our ability to effectively bring key audiences into the design process. For the Pond team, community engagement is a collaborative effort built into the project. Public input will play a central role in the enhancement and preservation of Farmer Street Cemetery. Our approach tailors an engagement process to the unique voices of the surrounding communities and facilitates safe and effective community involvement. We have the ability to offer both in-person and virtual input options and have determined the most successful engagement efforts are typically a hybrid approach. We pride ourselves on working closely with our clients to adjust and tweak engagement programs at the start of the design process to incorporate community-specific best practices



Evergreen Community Engagement

Historic Greenspaces

Pond has extensive public greenspace experience. This experience ranges from small, urban pocket parks to large pastoral greenspaces, to historic preservation plans. As we work through the design and programming of the cemetery, we will utilize lessons learned from previous experiences.

Our work within Oakland Cemetery taught us how to integrate newer, modern elements into the historic, existing features of one of Atlanta’s most historical and cultural landmarks.

Our work on numerous cemetery master plans, such as East End, Evergreen, and Rose Hill has taught us how to navigate public relations surrounding sensitive landscapes and identify significant/historic features within the sites. This allows us to establish recommendations for the preservation, enhancement, and appropriate development of those sites.



Oakland Cemetery East Gate

We’ve learned the importance of identifying a materials palette through our public spaces. Identifying the materials palette at the beginning of the project will lead to a more cohesive design aesthetically. Once we’ve identified different materials we’d like to incorporate into the design, we can utilize them in different ways. For instance, we could use granite pavers as an accent at one entrance or memorial space, but use granite landings or edging in the trail, and a granite seat wall or veneer at the new Visitors Center. This limits the number of different materials and allows for consistency and creativity in the same design.



GDNR Resaca Battlefield

Native vegetation and botanicals often associated with African American cemeteries such as Yucca, China Berry, or Dogwood, can be incorporated throughout the project. This is a great way to connect spaces and a great way to incorporate learning opportunity for visitors with educational signage. Vegetation can also be used to screen new development such as the Newnan Skatepark and provide cemetery visitors relief from the noise and activity associated with that space.

Architectural/Site Sensitivity

The architectural context is important to the site’s surroundings. New vertical elements such as entry gates and monuments/memorials establish the experience for the visitor. The architectural features should respond to local materials (such as stone and timber), reflect Newnan’s historical heritage, and the history of the Farmer Street Cemetery.

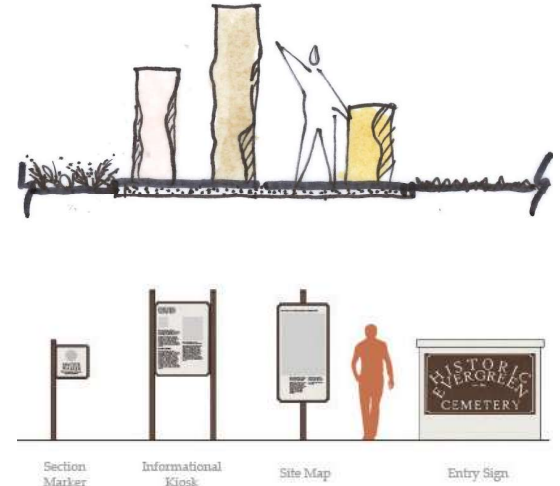


Fairburn Downtown Streetscape

WAYFINDING + CIRCULATION

Wayfinding, access, and circulation are all additional components of good design. They present unique opportunities to incorporate subtle placemaking elements into an existing park space. Today, the cemetery lacks strong gateway components to invite users into the space. There are opportunities to incorporate wayfinding and signage throughout the cemetery in different capacities.

One strategy for wayfinding might be to introduce a series for vertical markers that guide the user throughout the park. These act as “cairns” hikers experience along trails areas that provide visual linkages to the next key space. We developed vertical “markers” that represent neighborhood identifiers in the North Buckhead neighborhood of Atlanta. Each granite marker has a distinct engraved texture of a leaf type representing Georgia’s Piedmont landscape. Identifying areas for monument signs or educational signage is another way to create design consistency throughout the park. Pond will work with the City, FSCC, and community to determine opportunities to highlight various areas, features, and graves within the cemetery. These elements could be interactive and further contribute to visitors’ experience within the park space.



Along with providing additional wayfinding and educational signage, improving circulation throughout the cemetery will be vital to enhancing this historic landmark. Pond would strive to provide pedestrian connections to numerous residential areas as well as the LINC trail. Providing these connections would allow for gateway and placemaking opportunities and give a large number of visitors direct access to this community asset. We would also propose vehicular/parking improvements to provide easy ADA, employee, and maintenance vehicle access to the space. These parking improvements would be sensitive to the graves and have minimal impact to the surrounding site.

INTERPRETIVE PLAN

There are several opportunities for interpretation at the cemetery that will enhance the user experience and understanding of the site history. Like wayfinding, interpretive/educational signage invites the user into the space, then fosters engagement by presenting information specific to the site. Some suggested topics for interpretive signage at the cemetery include:

- The history of the Farmer Street Cemetery and the surrounding community
- Genealogic research to determine possible family information of those interred at the site
- African American burial practices
- Flora and fauna found at the site
- Information about the archaeological work undertaken to determine the number of burials

Interpretive signs will be placed along the designed circulation paths, preferably near features in the landscape that would be historically relevant and of interest to the visitor.

The number of signs would be determined during the design/development phase with community input. Their general design would coordinate with designed wayfinding elements. Once the number of signs and interpretive topics are determined, archival research would be undertaken to inform the designs. Interpretive signage will be fabricated as durable outdoor signage that meets National Park Service standards.

As an optional add-on service individual grave markers can be installed above each gravesite as indicated by the previous geophysical survey report. The markers would be blank unless a definitive name can be given to the individual buried. Individual markers, horizontal or vertical, provide a sense of magnitude to a cemetery that is difficult to comprehend when viewing an open green space. In conjunction with the individual markers, one commemorative monument could be erected with the surnames of those buried in the cemetery as identified through historic research and oral histories.

As we mention in our project approach section, we highly encourage the client to complete an Existing Conditions and Schematic Design (SD) phase (which has a defined cost below) prior to developing the fees and scope for later phases of the project. By completing the SD phase first and letting that influence the remainder of the project, Pond will be able to provide a more detailed and accurate scope and tailor it to the client's needs. This will allow us to ultimately provide a better product and be conscious stewards of the client's budget and resources.

Survey	\$18,500.00
Existing Conditions & Schematic Design	\$34,150.00
Expenses	\$750.00
Existing Conditions & Schematic Design Lump Sum	\$53,400.00

Based on our understanding of the project scope listed in the RFP, we have provided ranges for the subsequent project phases with final numbers to be determined once schematic design is complete. We've also included an itemized list of additional services our team can provide that could be of value to the project. Should Pond be selected, we would work with the City to refine the scope of work and the fees for the future phases.

Design Development	\$40,000.00 - \$60,000.00
Construction Documents & Permitting	\$45,000.00 - \$65,000.00
Expenses	\$2,000.00 - \$4,500.00
Total	\$139,650.00 - \$182,150.00

OPTIONAL ADDITIONAL SERVICES

Historical Background Research	\$11,550.00
Stakeholder Interviews	\$3,850.00
Historical Research Report	\$11,550.00
Botanical Survey and Report	\$9,350.00
Bidding & Construction Administration	\$26,250.00



Pond's Personal Commitment to Newnan & Farmer St Cemetery

We pride ourselves on being knowledgeable about all aspects of design and being able to achieve final designs that are dynamic, inclusive, and meet the needs of the community. Though our team is a group of talented design professionals, that is not all we are. We're also bicyclists and joggers; coaches and athletes; mothers, fathers, sons, and daughters – all who utilize the cemeteries, parks, trails, and public spaces within our communities. Whether at home or while traveling, we are constantly visiting recreation spaces, studying how they function and developing new ideas for our clients' projects. This personal approach emphasizes our desired collaboration with the City of Newnan and our diverse team of in-house specialists. We love what we do, and we love working with our clients to make their park and recreation plans become reality.

SCHEDULE

Upon notice to proceed, Pond will work with the Client to schedule a virtual kickoff meeting. This meeting will confirm project timeline, goals, and client/consultant contacts. We will work with the client to schedule a site visit within one month of receiving the completed survey. During the site visit, Pond and New South will work with the client to determine what site amenities and design elements they would like to move forward with. A loose schedule will also be discussed during this meeting. Following the site visit, Pond will develop a rendered schematic plan based off of on-site discussions, available survey data, and historical research. Pond anticipates the Existing Conditions and Schematic Design phase to be completed within 6-weeks of the initial site visit. Once the initial phase of the project is complete, Pond will work with the City to set up the first public engagement session. After the public engagement session, Pond will have a debrief session with the City where the refined scope and schedule will be agreed upon. Based upon our knowledge of the project, we'd anticipate the Design Development and Construction Document/Permitting phase to take 6-8 months to complete. Below is a high-level, graphic schedule. It reflects the main deliverable check-points and the anticipated time to complete based on our experience. Once selected we will create a more formal timeline with agreed upon milestone dates.

	<p>CONTRACT NEGOTIATION & PROJECT KICKOFF (2 WEEKS TYPICALLY)</p>	<p>Meet with the client team to confirm scope, project timeline, goals, and client/consultant contacts, and survey limits</p>
	<p>SITE SURVEY & EXISTING CONDITIONS ANALYSIS (6-8 WEEKS TYPICALLY)</p>	<p>Field run survey, then Pond will overlay graves/depression information identifies in existing studies for a comprehensive look at the existing conditions.</p>
	<p>SITE VISIT (1-3 DAYS TYPICALLY)</p>	<p>Pond & New South will complete a site visit to verify the survey and confirm project elements and goals with client.</p>
	<p>SCHEMATIC DESIGN + HISTORICAL RESEARCH (4-6 WEEKS TYPICALLY)</p>	<p>Create color-rendered schematic plan for the study area and develop materials palette. New South to conduct historic research on the cemetery if desired.</p>
	<p>PUBLIC ENGAGEMENT SESSION #1</p>	<p>In-person, virtual, or hybrid event to get feedback from community members and stakeholders re: schematic plan and materials palette.</p>
	<p>DESIGN DEVELOPMENT (2-3 MONTHS TYPICALLY)</p>	<p>Compile public feedback and refine site plan. Determine phasing requirements due to funding. New South to develop signage concepts. Advanced plans to 60%.</p>
	<p>PUBLIC ENGAGEMENT SESSION #2</p>	<p>In-person, virtual, or hybrid event to get feedback from community and stakeholders regarding the refined design + wayfinding/interpretive signage concepts.</p>
	<p>CONSTRUCTION DOCUMENTS & PERMIT (1-3 MONTHS TYPICALLY)</p>	<p>Advanced plans, wayfinding, and signage design to 100% and submit for permit.</p>
	<p>PERMIT REVIEW PERIOD & ISSUE CONSTRUCTION SET (6 WEEKS)</p>	<p>City to review permit submittal and provide comments. Pond to incorporate comments. Once permit is issued, Pond will issue a final, conformed set for construction.</p>
	<p>BIDDING ASSISTANCE & CONSTRUCTION ADMIN (IF DESIRED - DURATION VARIES)</p>	<p>Pond to attend Pre-Con meeting, facilitate OAC meetings, perform Submittal and RFI reviews, complete final close-out punchlist review.</p>



City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Consideration of a contract extension for Debris Removal Services

Prepared By: Ray Norton, Public Works Director

Purpose:

Newnan City Council may consider a 1-year contract extension to Southern Disaster Recovery's (SDR) existing contract for Debris Removal Services.

Background:

On April 7, 2021 the City of Newnan issued a Request for Proposals (RFP) for Debris Removal Services after Newnan was impacted by an EF4 tornado that effected numerous public and private properties.

The RFP contemplated an initial term of one (1) year with an option to renew for four (4) consecutive one (1) year periods under the same terms and conditions.

On May 11, 2021 a contract was awarded to Southern Disaster Recovery for Debris Removal Services.

On April 12, 2022 a 1 year extension was awarded to Southern Disaster Recovery for Debris Removal Services.

Southern Disaster Recovery, LLC
109 White Oak Rd
Greenville SC 29609

Please note that the subject contract C Debris Removal Services Services is for "on-call" purposes and will only be utilized in the event of an emergency.

Funding:

1. N/A

Attachment:

1. Contract Extension Agreement

Recommendation:

City Staff recommends that the Newnan City Council consider extending the current contract with Southern Disaster Recovery for one (1) year.

Previous Discussion with Council:



Contract Extension Agreement #2

This Extension Agreement, made and entered into this 30th day of APRIL, 2023 by and between **CITY OF NEWNAN, GEORGIA** hereinafter termed the "Owner", and **SDR**, hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services on the 30TH day of APRIL, 2021.

WHEREAS, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year(s), which shall be from the extension effective date to APRIL 29, 2024.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

CITY OF NEWNAN, GEORGIA

SDR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Consideration of a contract extension for Debris Monitoring, Disaster Recovery and Emergency Planning Services

Prepared By: Ray Norton, Public Works Director

Purpose:

Newnan City Council may consider a 1-year contract extension to Goodwin Mills & Cawood's (GMC) existing contract for Debris Monitoring, Disaster Recovery and Emergency Planning Services.

Background:

On April 7, 2021 the City of Newnan issued a Request for Proposals (RFP) for Debris Monitoring, Disaster Recovery and Emergency Planning Services after Newnan was impacted by an EF4 tornado that effected numerous public and private properties.

The RFP contemplated an initial term of one (1) year with an option to renew for four (4) consecutive one (1) year periods under the same terms and conditions.

On May 11, 2021 a contract was awarded to Goodwin Mills & Cawood for Debris Monitoring, Disaster Recovery and Emergency Planning Services.

On April 12, 2022 a 1 year extension was awarded to Goodwin Mills & Cawood for Debris Monitoring, Disaster Recovery and Emergency Planning Service.

Goodwin Mills & Cawood
6120 Powers Ferry Rd NW
Suite 200
Atlanta Ga

Please note that the subject contract for Debris Monitoring, Disaster Recovery and Emergency Planning Services is for "on-call" purposes and will only be utilized in the event of an emergency.

Funding:

1. N/A

Attachment:

1. April 7, 2021 RFP
2. Amendment to the Debris Monitoring Services Agreement

Recommendation:

City Staff recommends that the Newnan City Council consider extending the current contract with Goodwin Mills & Cawood for one (1) year.

Previous Discussion with Council:

Newnan City Council, in April 2021, awarded a contract for Debris Monitoring, Disaster Recovery and Emergency Planning Services to Goodwin, Mills & Cawood.

AMENDMENT TO THE DEBRIS MONITORING SERVICES AGREEMENT

This agreement is between the City of Newnan (**City**) and Goodwyn Mills Cawood, LLC (**GMC**).

Whereas the City and GMC entered into a Professional Services Agreement (**PSA**) dated May 11, 2021.

The City and GMC hereby agree to amend the PSA as follows:

The agreement dated May 11, 2021 is for (1) year with the option to renew for four (4) consecutive one (1) year periods. This amendment is to renew the current contract for a third one (1) year period beginning May 11, 2023 and ending May 10, 2024 under the same terms and conditions.

The Parties have executed this Agreement effective as of the date set forth below.

GOODWYN MILLS CAWOOD, LLC

Date: March 10, 2023

By: *Robert Ramsey*
Robert Ramsey
Title: Executive Vice President, Disaster Recovery

City Of Newnan

Date: _____, 2023

By: _____

Print name: Keith Brady

Title: Mayor



City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Consideration of a contract extension for Consulting Services for Disaster Recovery and FEMA Public Assistance

Prepared By: Ray Norton, Public Works Director

Purpose:

Newnan City Council may consider a 1-year contract extension to Goodwin Mills & Cawood's (GMC) existing contract for Consulting Services for Disaster Recovery and FEMA Public Assistance.

Background:

On April 7, 2021 the City of Newnan issued a Request for Proposals (RFP) for Consulting Services for Disaster Recovery and FEMA Public Assistance after Newnan was impacted by an EF4 tornado that effected numerous public and private properties.

The RFP contemplated an initial term of one (1) year with an option to renew for four (4) consecutive one (1) year periods under the same terms and conditions.

On May 11, 2021 a contract was awarded to Goodwin Mills & Cawood for Debris Monitoring, Disaster Recovery and Emergency Planning Services.

On April 12, 2022 a 1 year extension was awarded to Goodwin Mills & Cawood for Debris Monitoring, Disaster Recovery and Emergency Planning Services.

Goodwin Mills & Cawood
6120 Powers Ferry Rd NW
Suite 200
Atlanta Ga

Please note that the subject contract Consulting Services for Disaster Recovery and FEMA Public Assistance Services is for "on-call" purposes and will only be utilized in the event of an emergency.

Funding:

1. FEMA
2. General Fund

Attachment:

1. Contract dated May 11, 2021

Recommendation:

City Staff recommends that the Newnan City Council consider extending the current contract with Goodwin Mills & Cawood for one (1) year.

Previous Discussion with Council:

Newnan City Council, in April 2021, awarded a contract for Consulting Services for Disaster Recovery and FEMA Public Assistance Services to Goodwin, Mills & Cawood.

AMENDMENT TO THE DISASTER RECOVER & FEMA PUBLIC ASSISTANCE AGREEMENT

This agreement is between the City of Newnan (**City**) and Goodwyn Mills Cawood, LLC (**GMC**).

Whereas the City and GMC entered into a Professional Services Agreement (**PSA**) dated May 11, 2021.

The City and GMC hereby agree to amend the PSA as follows:

The agreement dated May 11, 2021 is for (1) year with the option to renew for four (4) consecutive one (1) year periods. This amendment is to renew the current contract for a third one (1) year period beginning May 11, 2023 and ending May 10, 2024 under the same terms and conditions.

The Parties have executed this Agreement effective as of the date set forth below.

GOODWYN MILLS CAWOOD, LLC

Date: March 10, 2023

By: Robert Ramsey
Robert Ramsey
Title: Executive Vice President, Disaster Recovery

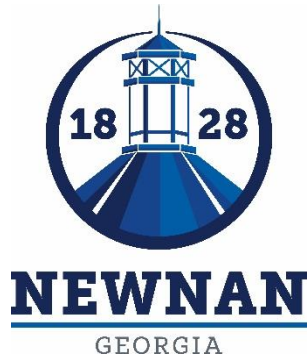
CITY OF NEWNAN

Date: _____, 2023

By: _____

Print name: Keith Brady

Title: Mayor



City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Proposal to Repair and Maintain erosion at 57 East

Prepared By: Cleatus Phillips

Purpose: Proposal to repair and maintain erosion at 57 East.

Background: After demolition and remediation at 57 East, the site has experienced some erosion issues that need to be addressed as soon as possible. Staff requested that our Program Manager, Eric Johnson, develop a solution. Mr. Johnson contacted New South Construction to act as a Construction Manager and requested they solicit a minimum of bids from grading contractors. New South received three bids from:

Southeastern Sitework	\$101,850
Collins Sitework	\$250,000
RD Jones	\$117,021

Funding: General Fund

Recommendation:

It is recommended that we accept the proposal from New South as presented.

Previous Discussion with Council: None

Attachments:

Proposal from New South
Email from Eric Johnson



March 20, 2023

Mr. Cleatus Philips
City of Newnan
25 LaGrange Street
Newnan, GA 30263

Re: **57 East Sitework**

Cleatus,

New South Construction is pleased to submit the following proposal for the work at the above noted location. The scope was developed from a site meeting with Eric Johnson and a local sitework subcontractor on 2/8/23. For the lump sum price of **One Hundred One Thousand Eight Hundred Fifty (\$101,850.00) Dollars**, New South proposes to furnish all supervision, labor, materials, incidentals, and construction services to perform the following scope of work:

Scope of work includes but is not limited to:

- Erosion control check dam (3)
- Construct and remove temporary sediment trap (2)
- Temporary silt fence (+/-2,000lf)
- Diversion ditches / berms (+/-3 acres)
- Regrade slope / site
- City to provide topsoil to cover M-10 for slope stabilization as needed
- Import or export is excluded
- All maintenance of erosion control once we demobilize is by others
- Management and supervision as required

Bid tabulation:

Southeastern Sitework	\$101,850.00
Collins Sitework	\$250,000.00 ++
RD Jones	\$117,021.00

NEW SOUTH CONSTRUCTION COMPANY, INC.
1180 WEST PEACHTREE STREET SUITE 700, ATLANTA, GA 30309,
(404) 443-4000, FAX (404) 443-4100



If you have any questions or require further information, please call.

Best Regards,

NEW SOUTH CONSTRUCTION COMPANY

A handwritten signature in black ink that reads "Rob Ragan". The signature is fluid and cursive, with the first letters of "Rob" and "Ragan" being capitalized and prominent.

Rob Ragan
VP - Operations

NEW SOUTH CONSTRUCTION COMPANY, INC.
1180 WEST PEACHTREE STREET SUITE 700, ATLANTA, GA 30309,
(404) 443-4000, FAX (404) 443-4100

From: [Eric Johnson](#)
To: [Cleatus Phillips](#)
Cc: [Hasco Craver](#); [Jalen Johnson](#)
Subject: FW: 57 West Sitework
Date: Tuesday, March 21, 2023 10:20:16 AM
Attachments: [image001.png](#)
[57 West Proposal.pdf](#)

Good morning,

Please find a letter from Rob Ragan with New South Construction for permanent Erosion Control at 57 East. They received (3) bids of which they would recommend moving forward with the Low Bidder, Southeastern Sitework. CPS walked the site with both New South and Southeastern, so we are comfortable that they understand the scope required on this site. With this, we would recommend the City to move forward with New South Construction (with Southeastern Sitework) in the amount of \$101,850.00. We believe once given approval, they can start immediately and will coordinate all their efforts with Ray Norton who will be provided dirt as well.

Thanks and please let us know of any questions/concerns.
Eric

ERIC JOHNSON
Comprehensive Program Services
3368 Hardee Avenue
Atlanta, Georgia 30341
M: 404-931-6485
<https://link.edgepilot.com/s/a6024ccf/zg1gv89x302llGuUanG-Ow?u=http://www.cps-atlanta.com/>



From: Rob Ragan <RRAGAN@newsouthconstruction.com>
Sent: Monday, March 20, 2023 4:03 PM
To: Eric Johnson <ejohnson@cps-atlanta.com>
Subject: 57 West Sitework

Eric,

I reached out to three sitework contractors for competitive pricing on the 57 West site. Of the three, two were competitive and one was way off base (see attached). Southeastern is the contractor we need to go with.

Sorry it took so long, I did my best to make the job apples to apples with each contractor. As discussed on our call earlier, Collins was way off and his response was verbal.

See attached proposal, let me know if we need discuss in more detail.

Thanks,

Rob

Rob Ragan
Vice President



1180 West Peachtree St | Suite 700 | Atlanta, GA 30309

O: (404)443-4000 | C: (678)618-2091

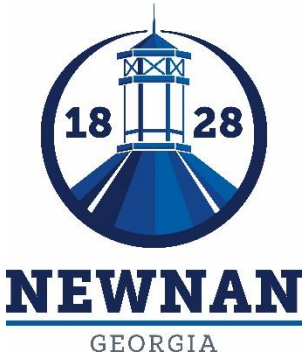
City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: 31 Jones St

Prepared and Presented by:
Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official



Purpose: To conduct a public hearing concerning the dilapidated structure located at 31 Jones St.

Background: Owner: Willie Allen & Dennis Montgomery
Date Sub-Standard housing file was opened: November 15, 2021
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On January 11, 2023 the Building department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24 (a), Sub-sections (3,4,5,6,8,9,10).

Options:

1. Adopt a resolution directing the property owner to either repair or demolish the structure within forty-five (45) days.
2. Other direction from Council.

Funding: Not Applicable

Recommendation: Staff is requesting Council's approval to proceed with Option 1.

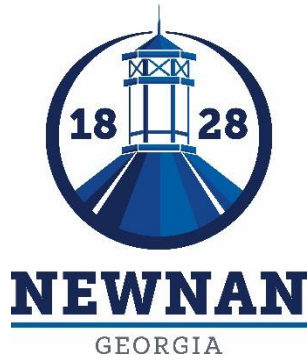
Previous Discussions with Council:

January 20, 2023 - Council informed of conditions.

February 14, 2023 – Public Hearing was requested.







City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Recommendation regarding the public sale of 66 1st Avenue and 10 Buchanan Street.

Prepared By: Cleatus Phillips

Purpose: Recommendation regarding the public sale of 66 1st Avenue and 10 Buchanan Street.

Background: On March 14, 2023, Council voted to declare these two lots as surplus but requested that staff report back and recommend a process for the public sale of these two lots. OCGA 36-37-6 regulates the sale of municipal owned property. For any lot that is ‘buildable’, the property must be sold to the highest bidder either through a sealed bid or public auction process

Funding: n/a

Recommendation:

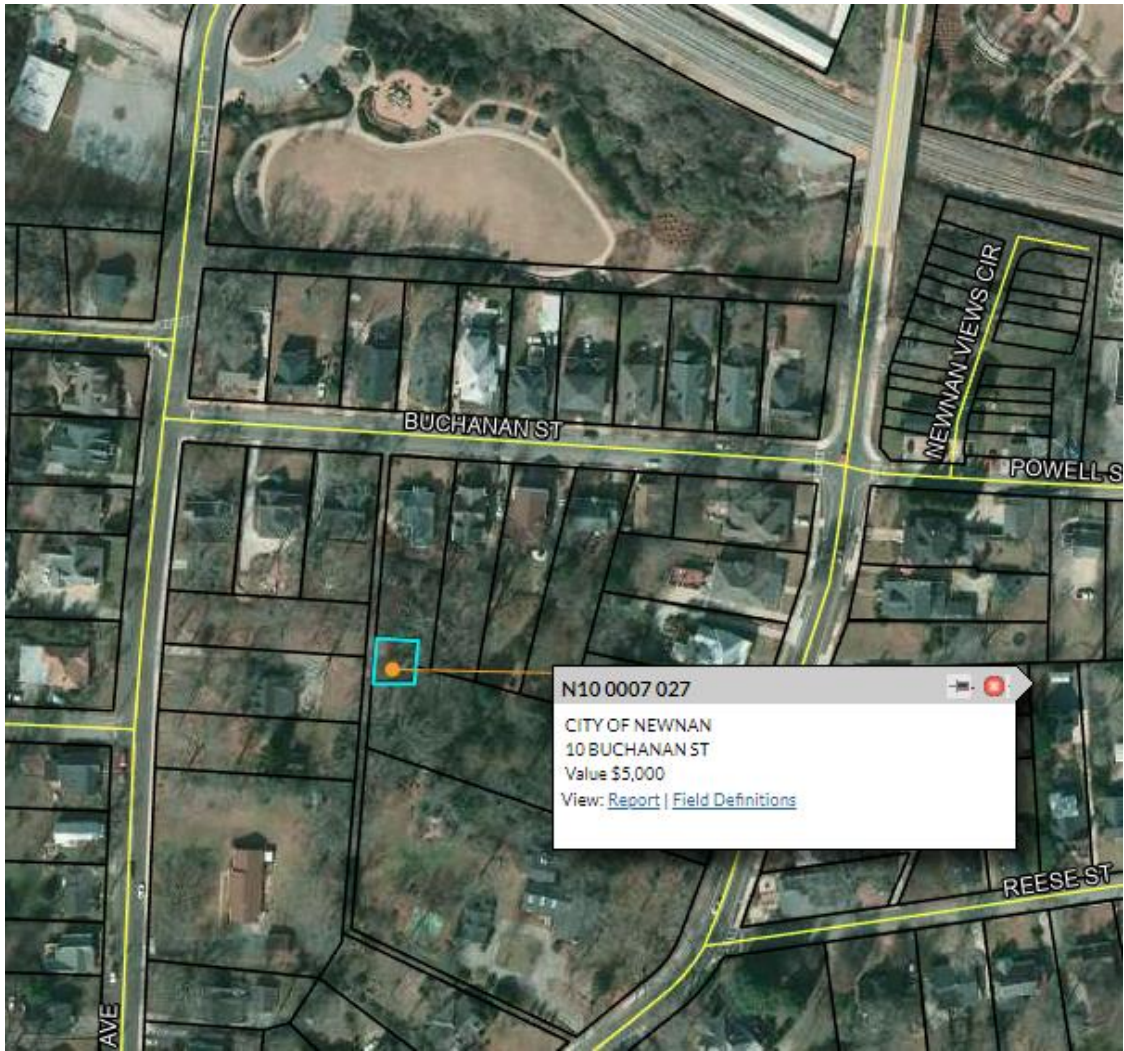
66 1st Avenue

This lot is approximately 60’ in width which is certainly buildable. However, staff is uncertain of the current encroachments from adjoining properties and/or other improvements which may impact the ability to ‘build’ on the property. Staff recommends that the property be surveyed and if the property is determined to be buildable, we advertise for sealed bids with the minimum bid starting at \$5,000. If the property is determined to be ‘non-buildable’, staff recommends that we offer the property to adjoining property owners (there are four in total) and then divide the property equally to each of the interested property owners at a cost to recoup our fees for survey and closing costs.

10 Buchanan

This property is certainly unbuildable and has no street frontage, therefore can be offered to adjoining property owners per OCGA(g). There are two (2) properties that directly abut and a third property that is separated by the old alleyway. I mention the third property because there have been instances on this particular alley where the adjoining property owners have filed ‘quiet title’ actions to gain title to the alley and this third property owner could technically do the same. Staff recommends that we solicit sealed bids to ONLY the three adjoining property owners with a minimum starting bid of \$1,000. The property isn’t positioned well to divide it three ways. If the highest bidder is the property that would require ‘quiet title’ of the alley, that owner must complete such action prior to closing of the property.

Previous Discussion with Council: March 14, 2023



Homestead Application

[Apply for Homestead Exemption](#)

Summary

Parcel Number: N10 0007 027
 Location Address: 10 BUCHANAN ST
 Legal Description: BUCHANAN ST V/L
(Note: Not to be used on legal documents)
 Class: E1-Exempt
(Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District: NEWNAN 02 (District 02)
 Millage Rate: 24.33
 Acres: 0
 Neighborhood: NEWNAN HS 0912 (0912)
 Homestead Exemption: No [50]
 Landlot/District: N/A

[View Map](#)

Owner

[CITY OF NEWNAN](#)


Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Exempt	LOT 5000.00	Lot	0	0	0	0	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
00			\$0	UNKNOWN STATUS		CITY OF NEWNAN

Information

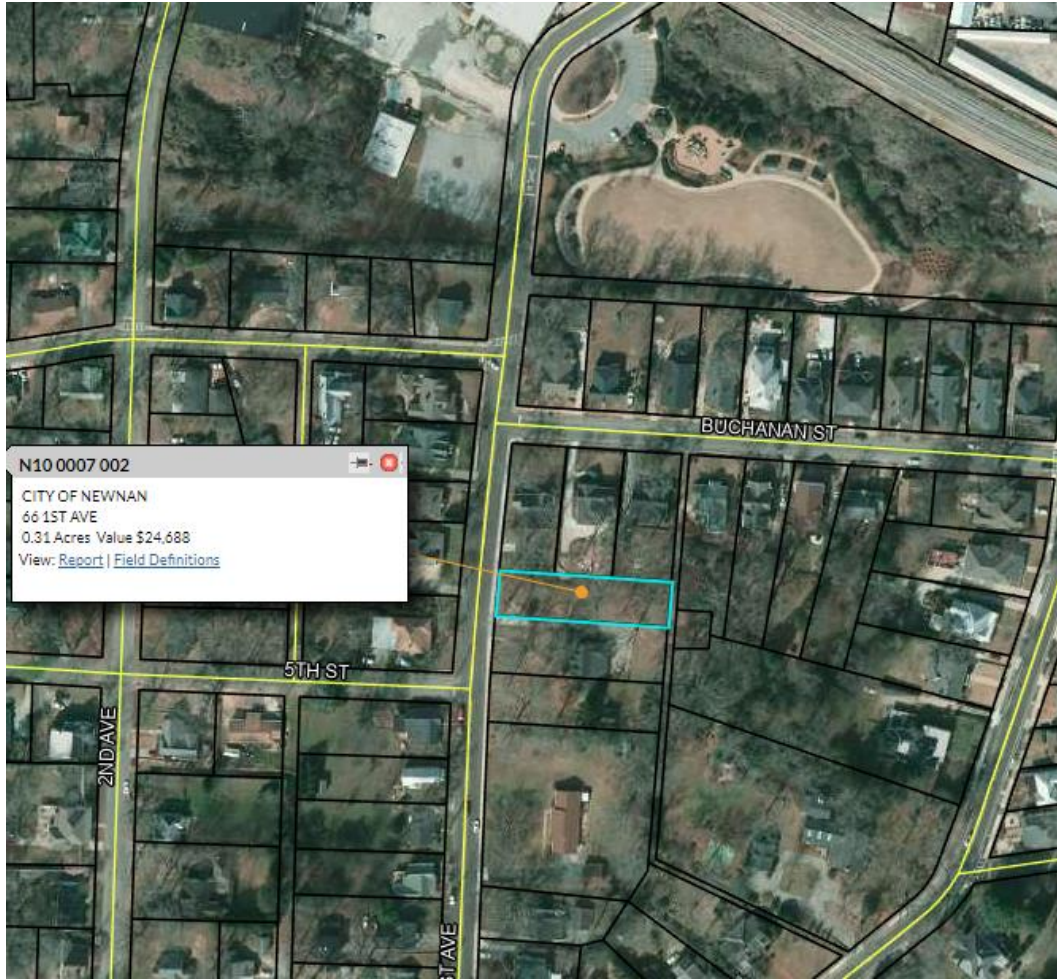


Coweta County, GA
 57 Perry Street
 Newnan, GA 30263

Chief Appraiser
 Dean Henson
 (770) 254-2680

Announcements

[How to use the Beacon site - view Demo Videos](#)



Homestead Application

[Apply for Homestead Exemption](#)

Summary

Parcel Number	N10 0007 002
Location Address	66 1ST AVE
Legal Description	V/L FIRST AVE <small>(Note: Not to be used on legal documents)</small>
Class	E1-Exempt <small>(Note: This is for tax purposes only. Not to be used for zoning.)</small>
Tax District	NEWNAN 02 (District 02)
Millage Rate	24.33
Acres	0.31
Neighborhood	NEWNAN / OFF LAGRANGE 0876 (0876)
Homestead Exemption	No (S0)
Landlot/District	N/A

[View Map](#)

Owner

[CITY OF NEWNAN](#)
NEWNAN, GA 30263

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Exempt	RES FF 350.00	Front Feet	13,680	60	228	0.31	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
00			\$0	UNKNOWN STATUS		CITY OF NEWNAN

Information

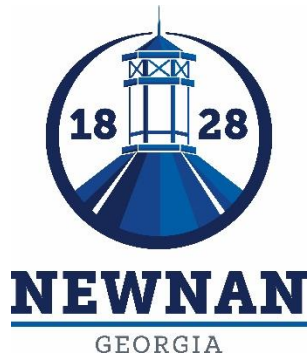


Coweta County, GA
37 Perry Street
Newnan, GA 30263

Chief Appraiser
[Dean Henson](#)
(770) 254-2680

Announcements

[How to use the Beacon site - view Demo Videos](#)



City of Newnan, Georgia - Mayor and Council

Date: March 28, 2023

Agenda Item: Report on Annexation and Development Planning – Action Item Requested at City Council 2022 Retreat

Prepared By: Tracy S. Dunnavant, Planning Director

Purpose: To provide information that will assist the City Council in creating a strategy for future annexations and development planning.

Background: At their August 2022 retreat, the City Council approved 5 action items in the areas of annexation and development planning that they wanted to see addressed in the future. Those items are as follows:

1. Research and collect land use data to develop policies/planning tools to maintain and attract single family homes; and
2. Research and collect “annexation plans” from other jurisdictions; and
3. Host future work session dedicated to discussing a “growth strategy”; and
4. Allow flexibility for smaller square footage requirements for infill residential development; and
5. Continue discussing larger single-family structures to develop a strategy to attract higher quality development

Staff has provided information to assist Council as they determine what, if any, action should be taken. Information provided includes annexation plans/agreements from several jurisdictions, maps and demographic information (regarding available land, location and type of residential uses, and owner vs. rental occupied rates), and housing tools used by other cities.

Funding: N/A

Recommendation: N/A

Previous Discussion with Council: August 2022 Council Retreat

Annexation Plans

In looking at potential ways to plan for annexation, staff found several tools that other jurisdictions are using in an effort to work with their counties. I have included three examples and provided a brief summary of each below.

- Cherokee County – Adopted a growth boundary agreement resolution with various cities within their county that does the following:
 - Establishes a growth boundary map.
 - The two entities agree to align character areas and land use plans with the agreed upon growth boundary area.
 - Spells out protocols for both entities to work together within the growth boundary area
 - Parcels within the growth boundary are not automatically eligible for annexation as they still must meet state law requirements.
 - The resolution runs concurrently with the Service Delivery Strategy.
 - The agreement also addresses unincorporated pockets within the city limits.
 - In addition to the resolution, there is also a memorandum of understanding establishing coordination and communication protocols for the growth boundary area.

- There are several states that require jurisdictions to adopt an “annexation policy plan” which guides the City’s future growth and expansion through annexation of unincorporated lands adjacent to their cities. The goal is to ensure cooperation between the cities and counties in their planning processes. Some of these states are Texas, Utah, Washington and Colorado. These plans typically include a map of areas where future growth should be targeted based on availability of services, existing land uses, the existing transportation system, etc. Once the plan is developed, there is a public hearing process that allows for comment. It should be noted that the plans are usually advisory, adopted by resolution and have no enforcement provisions. They typically are updated either annually or in accordance with the Comprehensive Plan’s amendment requirements. They simply act as a guide to use when making annexation decisions.

- Carroll County Maryland actually goes a step further in ensuring cooperation with its cities. The County assigns a staff liaison to the municipal planning commissions. The staff attends the monthly Planning Commission meetings and provides an update on the County’s Planning Department activities. They also review proposed development projects in the municipalities for consistency with existing growth strategies and applicable plans.

In terms of their annexation process, all municipalities within Carroll County submit their annexation packets to the County for review and comment. The County has 60 days to review and produce a “comment letter”. If the proposed municipal zoning is substantially different in use or has a development density of greater than 50% of the original county zoning, then a zoning waiver is required from the County Board of Commissioners. If the Board denies the waiver, the annexation can still move forward, but the annexed area cannot be rezoned for 5 years.

Mapping Tools

In an effort to assist Council in their planning efforts, Staff has provided the following maps and demographic materials:

- 1) Residential Development Map that shows uses by category (apartments, assisted living facilities, single-family homes and townhomes.
- 2) Large tracts of vacant residential zoned land exceeding 10 acres within the city limits.
- 3) City of Newnan Rental vs. Owner Occupied percentages from 1950 - 2020.
- 4) Comparison Rates for other cities (rent vs. own).

Housing Tools

Infill Housing – Smaller Square Footages:

In terms of infill development, the City currently uses the averages in the RU-1 district to determine dimensional requirements. Minimum principal living space is determined by the average home square footage for the block within which the property lies. RU-1 is the only zoning designation that uses averages to determine dimensional requirements. This is not the case for lots in older neighborhoods within the RS-15, RU-7 or RU-2 zoning districts. It should be noted that the City does allow staff to grant a 20% administrative variance to further reduce the house size if warranted in all residential zoning districts. The builder can also seek a variance from the Board of Zoning appeals if they want more than 20%.

Incentives and Tax Abatement Programs:

One way that jurisdictions have addressed housing needs is by offering various incentives. Some use property tax abatements that lower the amount of taxes owed for a specific period of time or property tax incentives that are structured to exempt increases in the assessed value of a property, again for a period of time, that would otherwise result from new construction or rehabilitation of older homes. These incentives are provided as a way of encouraging developers to build certain products or develop in areas where they would like to see redevelopment occur.

The City of Cincinnati's tax abatement program allows owners to pay taxes on the pre-improvement value of the property for 10-15 years. The tax abatement stays with the property the entire length of the abatement and transfers to any new property owner within the approved time frame. The program is limited to new construction of condos, one, two, three or four-unit residential structures. They have a minimum amount of money that must be spent on the structure(s) and the structure must pass an exterior inspection prior to the owner receiving the abatement. The City also offers a bonus on top of the abatement term for the restoration of historic properties. The bonus does not apply to additions made to historic homes.

Some jurisdictions have adopted inclusionary zoning programs to address affordability issues. These programs require developers to set aside a certain percentage of units for residents with incomes at or below a certain percentage of area median income (AMI). The City of Atlanta has such a program, which also includes a payment of in lieu of fees option. A brief summary of their requirements is as follows:

Program Requirements ▼
<p>The IZ Program requires developers of all residential rental developments consisting of ten (10) or more new dwelling units to set aside at least:</p> <ul style="list-style-type: none"> • 10% of their units for incomes at or below 60% of Area Median Income (AMI); or • 15% of their units for incomes at or below 80% of AMI; or • Pay a one-time in-lieu fee*, to be paid at 15% of AMI, per unit in the sub-area that the developer has chosen to opt-out of, in-lieu of setting aside affordable units. <p>*Payment of in-lieu fees feed into a trust fund that will be used for developing, rehabilitating, and/or reconstructing additional affordable housing units. Should a developer opt to build the affordable units, they will be able to select from a list of incentives such as 15% additional floor area ratio (FAR), reduced minimum parking space requirements, streamlined project meetings, etc. The IZ Program is governed, enforced, and monitored by the City of Atlanta's Department of City Planning.</p>
On-site Affordability Requirement ▼
<p>All improvement of real property in the eligible Inclusionary Zoning areas, regardless of the number of parcels, upon which ten or more new residential rental dwelling units will be constructed at one location, shall comply with the applicable affordability requirement set forth below:</p> <p>The affordability requirement shall apply for the greater of 20 years from the date of the issuance of the certificate of occupancy; or such longer period from the date of the issuance of the certificate of occupancy, as permitted by state law at the time of the issuance of the building permit. The Affordable Workforce Housing Units shall be substantially similar in construction and appearance (e.g., square footage, type and brand of appliances, materials used for countertops, flooring, etc.) to the market-rate units, and shall not be in isolated areas in the development but shall be interspersed among market rate units. The number of bedrooms in the Affordable Workforce Housing Units (e.g. 1-bedroom, 2-bedroom, 3-bedroom) shall be proportionate to the number of bedrooms in the market rate units.</p>

Montgomery County, Maryland also requires 12.5 percent of all new residential units in every subdivision or high-rise building to be affordable. That percentage rises to 15 percent for projects that take advantage of the County's density bonus program. The density increase is up to 22 percent above the normal density permitted under the zone. The County does impose certain resale and occupancy restrictions for those receiving the bonus.

Many jurisdictions have used housing requirements or building design elements such as minimum square footages, type or style of exterior building materials, increased lot sizes, number of rooms, etc. to enhance housing products. However, there is a push in the State Legislature to prohibit these types of requirements for one and two-family dwellings. HB 517, know as the "Georgia Homeowner Opportunity Act", did not pass crossover day; however, it's purpose was to "prohibit local governments from adopting or enforcing ordinances or regulations relating to or regulating building design elements as applied to one or two family dwellings." It should be noted that the bill did not apply to dwellings in historic districts and does not apply to dwellings with over two units. If passed, this bill would have impacted our current ordinance and limit the requirements the City could put on future rezonings and annexations for one and two family developments. While this type of legislation did not move forward this year, it will more than likely be reintroduced in the future as there is a push to make housing more affordable.

Comparison Cities for Rent vs. Own – 2020 Census

Newnan

Rent – 44.1%

Own – 55.9%

Cartersville

Rent – 43%

Own – 57%

Fairburn

Rent – 45%

Own – 55%

Smyrna

Rent – 44%

Own – 56%

Warner Robins

Rent – 48%

Own – 52%

Canton

Rent – 48%

Own - 52%

Marietta

Rent – 54%

Own – 46%

Gainesville

Rent – 57%

Own – 43%

Cumming

Rent – 58%

Own – 42%

Madison

Rent – 53%

Own – 47%

McDonough

Rent – 50%

Own – 50%

College Park

Rent – 75%

Own – 25%

Conyers

Rent – 65%

Own – 35%

Jonesboro

Rent – 69%

Own – 31%

Douglasville

Rent – 53%

Own – 47%

LaGrange

Rent – 61%

Own – 39%

Carrollton

Rent – 59%

Own – 41%

Griffin

Rent – 63%

Own – 37%

Fayetteville

Rent – 31%

Own – 69%

Peachtree City

Rent – 27%

Own – 73%

Covington

Rent – 57%

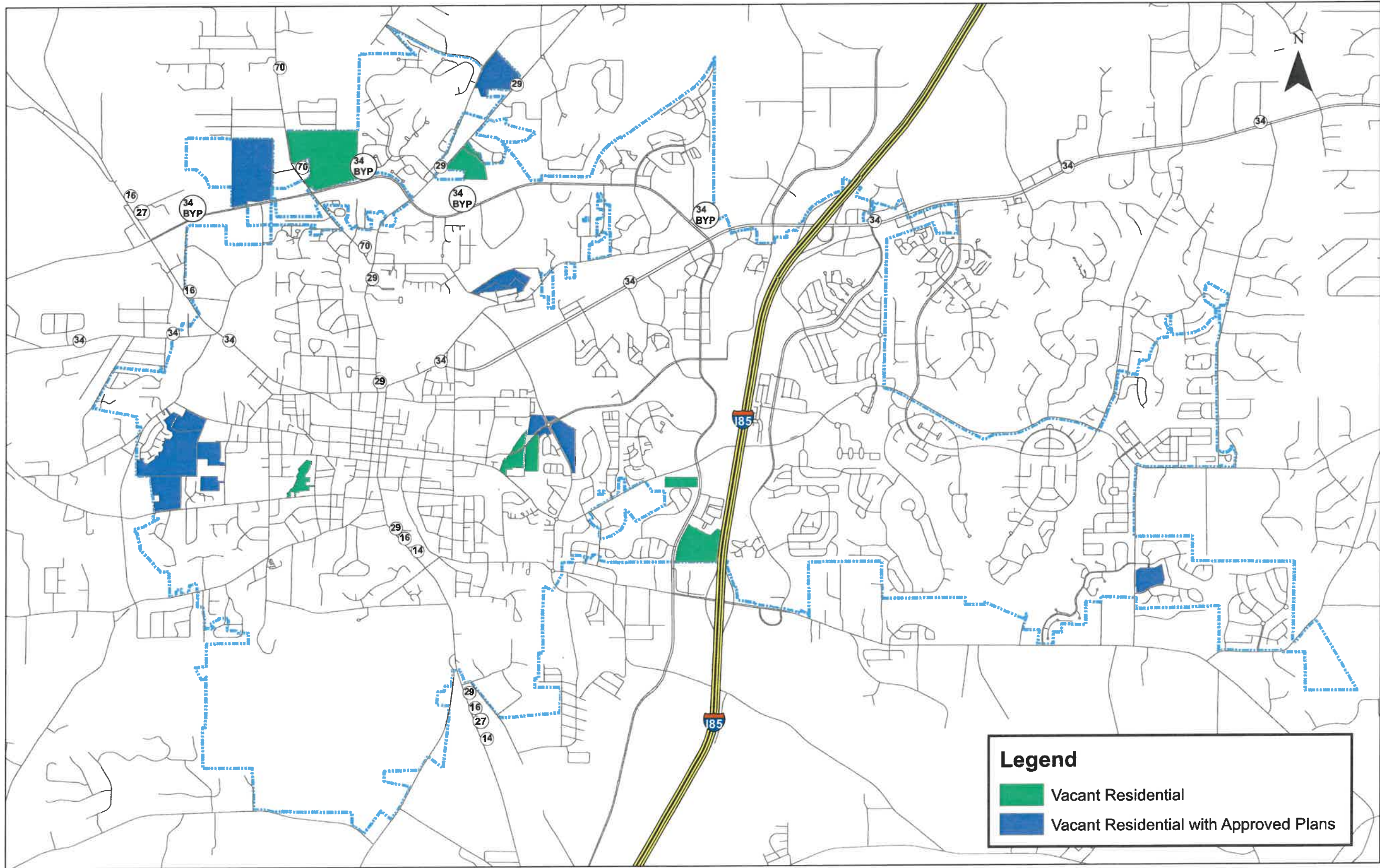
Own – 43%

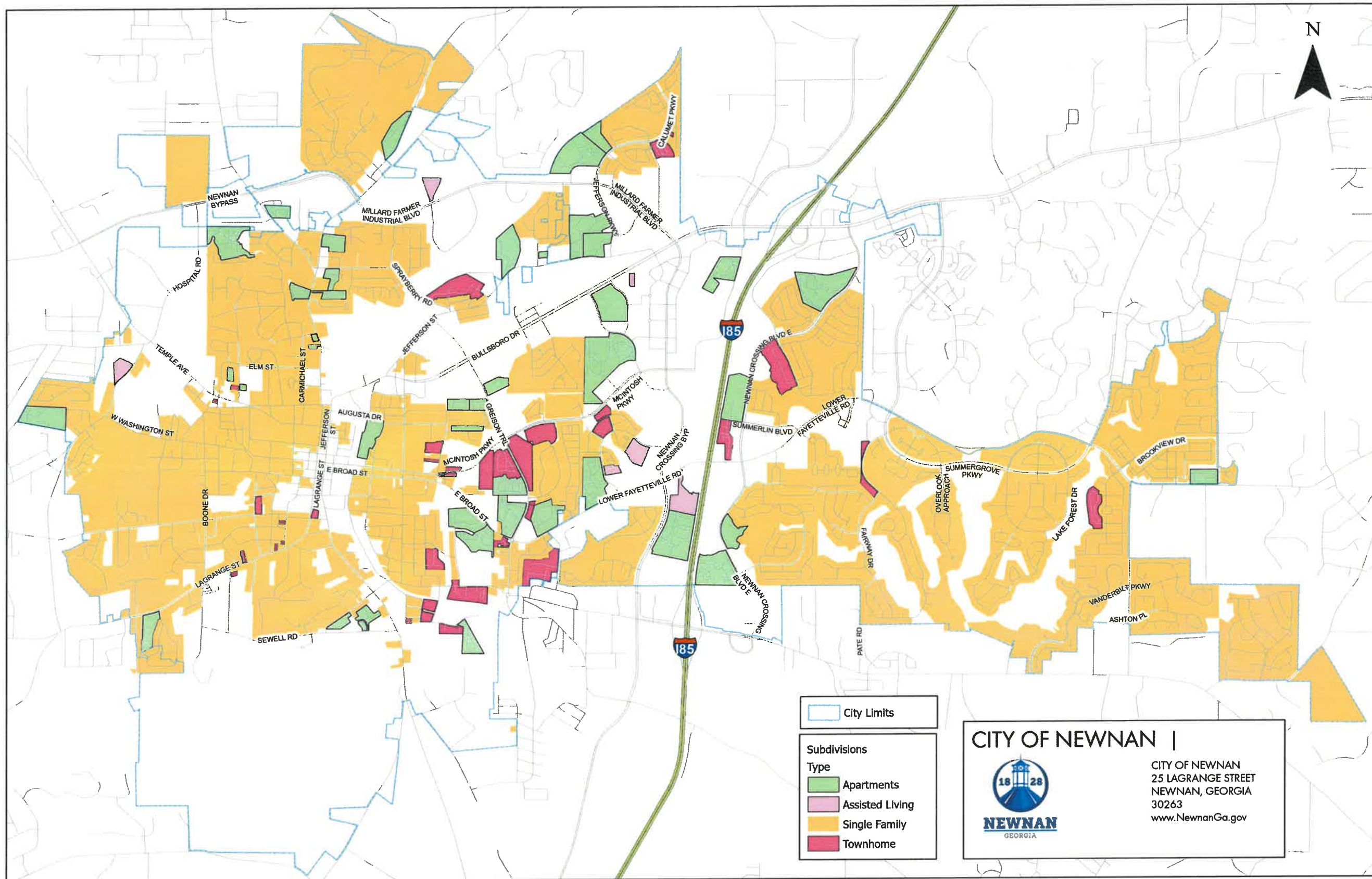
Rome

Rent – 51%

Own – 49%

	<i>Decennial Census Years</i>							
	<i>1950</i>	<i>1960</i>	<i>1970</i>	<i>1980</i>	<i>1990</i>	<i>2000</i>	<i>2010</i>	<i>2020</i>
Total Number of Housing Units	2,503	3,716	3,771	4,315	4,986	6,464	14,088	15,879
Unit Occupancy Percentages								
<i>Owner</i>	48.4%	58.4%	54.4%	54.5%	47.9%	46.8%	53.4%	55.9%
<i>Renter</i>	51.6%	41.6%	45.6%	45.5%	52.1%	53.2%	46.6%	44.1%
Occupied Housing Units	2,449	3,501	3,583	4,084	4,634	5,939	12,439	15,234
<i>Owner</i>	1,185	2,043	1,949	2,227	2,221	2,779	6,647	8,516
<i>Renter</i>	1,264	1,458	1,634	1,857	2,413	3,160	5,792	6,718
Vacant Housing Units	54	215	188	231	352	525	1,649	645







Cherokee County, Georgia
Agenda Request

Item#: 6.1.

SUBJECT: Chairman Johnston - Resolution Establishing a Growth Boundary Agreement with the City of Woodstock.
MEETING DATE: 4/19/2022

SUBMITTED BY:
Geoffrey E. Morton, P.E., County Manager

COMMISSION ACTION REQUESTED:
Consider approval of a Resolution Establishing a Growth Boundary Agreement with the City of Woodstock.

FACTS AND ISSUES:
Per the Growth Boundary Agreement Resolution, Cherokee County and the City of Woodstock agree to the following:

- Establish a Growth Boundary by the attached map;
- Parcels within the Growth Boundary are not automatically eligible for annexation – still must meet requirements of state law;
- Agree to align character areas and land use plans within the Growth Boundary area;
- Spell out protocols for both the County and the City to work together within the Growth Boundary area;
- The GB Agreement runs concurrently with the SDS.

The City of Woodstock adopted this resolution at its meeting of April 11, 2022.

BUDGET:

Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	Remaining Budget:
Amount Requested:	

ADMINISTRATIVE RECOMMENDATION:
Approve of a Resolution Establishing a Growth Boundary Agreement with the City of Woodstock.

ATTACHMENTS:

Description	Type
D Growth Boundary Resolution	Resolution Letter
D Exhibit A - Growth Boundary Map	Exhibit
D Exhibit B - Unincorporated Pockets	Exhibit

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

RESOLUTION NO. 2022-R-_____

**A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS AND
THE CITY OF WOODSTOCK, GEORGIA, CITY COUNCIL, ESTABLISHING A
GROWTH BOUNDARY AGREEMENT**

WHEREAS, the Cherokee County Board of Commissioners (herein after referred to as “County”) and City of Woodstock, Georgia, City Council (herein after referred to as “City,” collectively referred to as the “Parties”) recognize the significance of cooperative planning efforts and believe that such efforts can offer a better model for accommodating population growth and its associated impacts, and can often result in a more efficient and desirable pattern of development; and

WHEREAS, the County and City seek to sustain, protect, and further enhance the high quality of life enjoyed today by the residents of Cherokee County and the City of Woodstock; and

WHEREAS, the County and City seek to responsibly balance residential, industrial, and commercial growth; and

WHEREAS, through cooperative planning efforts, the County and City desire to manage growth, collaborating where necessary on comprehensive and future development planning, transportation planning, parks and recreational facilities, and development guidelines so that growth is managed proactively rather than reactively; and

WHEREAS, the County and City desire to work together and are committed to aligning adopted character areas; and

WHEREAS, the County and City seek to establish a growth boundary as a growth management practice; and

WHEREAS, the General Assembly of Georgia maintains a legal right to intervene in cases in which it believes local governments have failed to best act on behalf of the interests of all residents and stakeholders, the Parties seek to enter into this growth boundary agreement as an outward sign of their shared desire to address future growth through mutual planning, communication and the constitutional principle of Home Rule; and

WHEREAS, the County encourages the City to promote the development and redevelopment of property within the current corporate limits as a viable option before considering annexation and desires to work with the City to achieve this goal; and

AND NOW THEREFORE BE IT RESOLVED, by the Cherokee County Board of Commissioners and the City of Woodstock City Council, the Parties agree as follows:

1. **Growth Boundary Established.** The Growth Boundary (hereinafter referred to as “GB”) is hereby established on the Growth Boundary Map for the City of Woodstock, dated March 28, 2022 and attached hereto as Exhibit “A.” The GB is an area located outside the current corporate boundaries of the City where the City agrees to limit annexation to the boundary identified through the end of the current service delivery strategy (SDS), June 1, 2028, unless otherwise agreed between the Parties. The SDS is more particularly known as the “Intergovernmental Agreement for Implementation of Service Delivery Strategy,” dated June 15, 2021, and is hereby incorporated by reference; and
2. **Growth Boundary Generally.** The Parties recognize that property within the GB is not automatically eligible for annexation and must meet the requirements of O.C.G.A § 36-36-1 et seq., and that property within the GB is not guaranteed to be annexed, but these unincorporated properties between the existing municipal boundary and the growth boundary can affect the service delivery, character, and future prosperity of the City and are therefore logistically and logically attractive for incorporation; and
3. **Future Development/Character Areas¹ Coordination.** In concert with the establishment of the GB, the Parties agree to align adopted character areas, now and as amended with the respective Comprehensive Plan updates, within the unincorporated areas of the GB, but recognize that adopted character areas may not align exactly; and
4. **Service Delivery Coordination.** Entering into the GB will allow the County and City to plan for infrastructure appropriately to address current and future service delivery needs in preparation for the next service delivery strategy update; and
5. **GB Protocols.** It is understood that the County and City will continue to face a balancing act between private property rights and the County and City authority to guide development for the common good of the community. The County and City desire to work together to honor the GB during the term of this agreement and therefore agree to the following:

¹ Character Areas are used to identify places and areas that show a common form of development and land use pattern, lifestyle and “feel,” intensity of use, design elements or other factors that collectively define the character of a place or areas, whether existing or intended in the future.

- a. **County – Inside GB.** If a property owner or designated representative (hereinafter referred to as “Owner”) proposes a development project to the County for consideration located on a parcel(s) within the GB² and/or is otherwise contiguous to the municipal boundary, the County will encourage the Owner to first contact the City for consideration. If the Owner refuses to meet with the City, the County will document this decision and disclose it to the City in accordance with Section 6. If the Owner meets with the City, but after doing so desires to work with the County, the County will contact the City for written input and analysis, if any, regarding the proposed development project.
- b. **City – Inside GB.** If an Owner proposes to annex parcel(s) within the GB³, with or without a development project proposed⁴, the City will follow the annexation procedures and notification provisions in accordance with the “Annexation Notification and Land Use Dispute Resolution Agreement,” contained in the SDS, along with O.C.G.A § 36-36-1 et seq., for written input and analysis from the County.
- c. **County – Outside GB.** If a proposed development project is submitted by an Owner to the County for consideration on property located outside, but on property abutting the GB, the County will seek written input and analysis from the City regarding the proposed development project.
- d. **City – Outside GB.** If a proposed development project is submitted by an Owner to the City for consideration on property located outside, but on property abutting the GB and/or otherwise contiguous to the municipal boundary, the City will encourage the Owner to first contact the County for consideration. If the Owner refuses to meet with the County, the City will document this decision and disclose it to the County in accordance with Section 6. If the owner meets with the County, but after doing so desires to work with the City, the City will contact the County for written input and analysis, if any, regarding the proposed development project in accordance with the provisions in (5)(b).
- e. **Referendum.** If the City elects to conduct a referendum in accordance with O.C.G.A § 36-36-50 et seq., the County will not object.
- f. **Unincorporated Pockets.** For the purposes of this agreement, the Parties will define and identify Unincorporated Pockets. Unincorporated Pockets are generally unincorporated areas with external boundaries that abut any combination of the annexing municipality and one or more other municipalities and/or the county line, in existence at the time of this

² Or the development project is located on property inside the GB that also extends beyond the GB.

³ Or the development project is located on property inside the GB that also extends beyond the GB.

⁴ A property owner may petition for the annexation of property without proposing a development project, but requesting rezoning upon annexation.

agreement and specifically identified on the Map of Unincorporated Pockets for the City of Woodstock, dated February 24, 2022 and attached hereto as Exhibit "B."

Parcels within Unincorporated Pockets are generally already receiving municipal services, accessing City streets, and often benefit from City projects. As owners seek to annex parcels in these areas, efficiencies should increase, eliminating the duplication of services, while reducing costs for both the County and the City. For these reasons the County would likely not object to the annexation of parcels within Unincorporated Pockets.

g. **Municipal Property.** The County will not object to the annexation of property owned or purchased for public use by the City. The County will not object to the annexation of property providing passage for publicly assessable multi-use trails, either owned by the City in fee simple or acquired through permanent easements.

6. **Coordination and Communication MOU.** The parties agree to execute a separate Memorandum of Understanding (MOU), which will outline and address the specific methods and practices of communication between the parties; and
7. **Private Property Rights.** This agreement does not limit an Owner's constitutional right to develop his/her property in accordance with the laws of the State of Georgia and the Constitution of the State of Georgia and the United States; and
8. **Rights Reserved by the Parties.** Notwithstanding any other provisions to the contrary and only as a last resort, both Parties reserve all rights to the fullest extent of the law to interpose objections and litigate disputes in accordance with the SDS and the laws of the State of Georgia.

AND NOW THEREFORE BE IT FURTHER RESOLVED, the County and City seek to continue to collaboratively plan and coordinate improvements to critical transportation routes, including but not limited to: Towne Lake Parkway, Arnold Mill Road, Ridgewalk Parkway, Main Street (Old Hwy 5), Trickum Road, and Hames Road; and seek to collaborate to deliver multi-use trail projects along the Little River, Noonday Creek, Towne Lake Parkway, and in other locations to provide essential connectivity throughout the County and City; and

AND NOW THEREFORE BE IT FURTHER RESOLVED, the County and the City support each other in efforts to deliver infrastructure projects, complete community improvement projects and creative placemaking activities, and desire to collectively work together to accomplish these objectives; and

AND NOW THEREFORE BE IT FURTHER RESOLVED, by the Cherokee County Board of Commissioners and the City of Woodstock City Council, that a new era of cooperation, collaboration, and communication is now underway between the County and the City, working together with the development community along with other stakeholders, including state and federal partners, to leverage the highest and best results for our citizens and business owners, ultimately achieving and sustaining the highest quality of life and investment attainable.

SO RESOLVED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

CITY OF WOODSTOCK

CHEROKEE COUNTY

By: _____
MICHAEL CALDWELL, Mayor

By: _____
HARRY B. JOHNSTON, Chairman

Attest: _____
ELICIA TAYLOR, City Clerk

Attest: _____
CHRISTY BLACK, County Clerk

(SEAL)

(SEAL)

Legend

Streets

- Streets
- Highway
- Highway Ramp
- Arterial

Municipalities

- Subdivisions
- Growth Area
- Mountain Park
- Canton
- Holly Springs
- Woodstock
- Cherokee County

Map Description

Proposed Woodstock Growth Areas

Date of Creation

3/29/2022

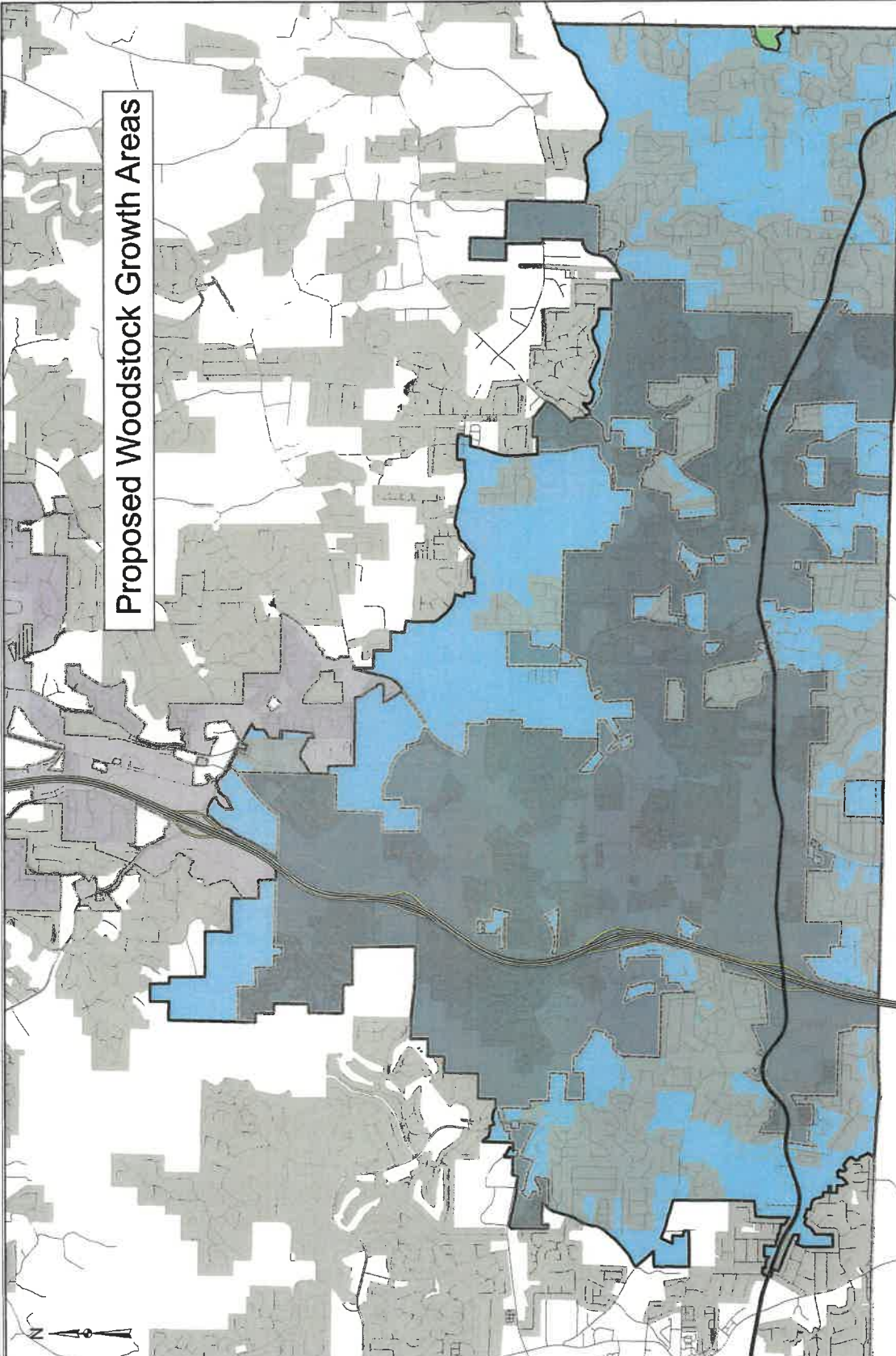
Produced by:

Cherokee County GIS



This Map Has Been Compiled From
The Most Up To Date And Reliable
Sources Available. Cherokee County
Assumes No Responsibility For Errors
Or Omissions Contained Within This Map.
No Warranties or Representations Are
Expressed Or Implied In Fact Or In Law.

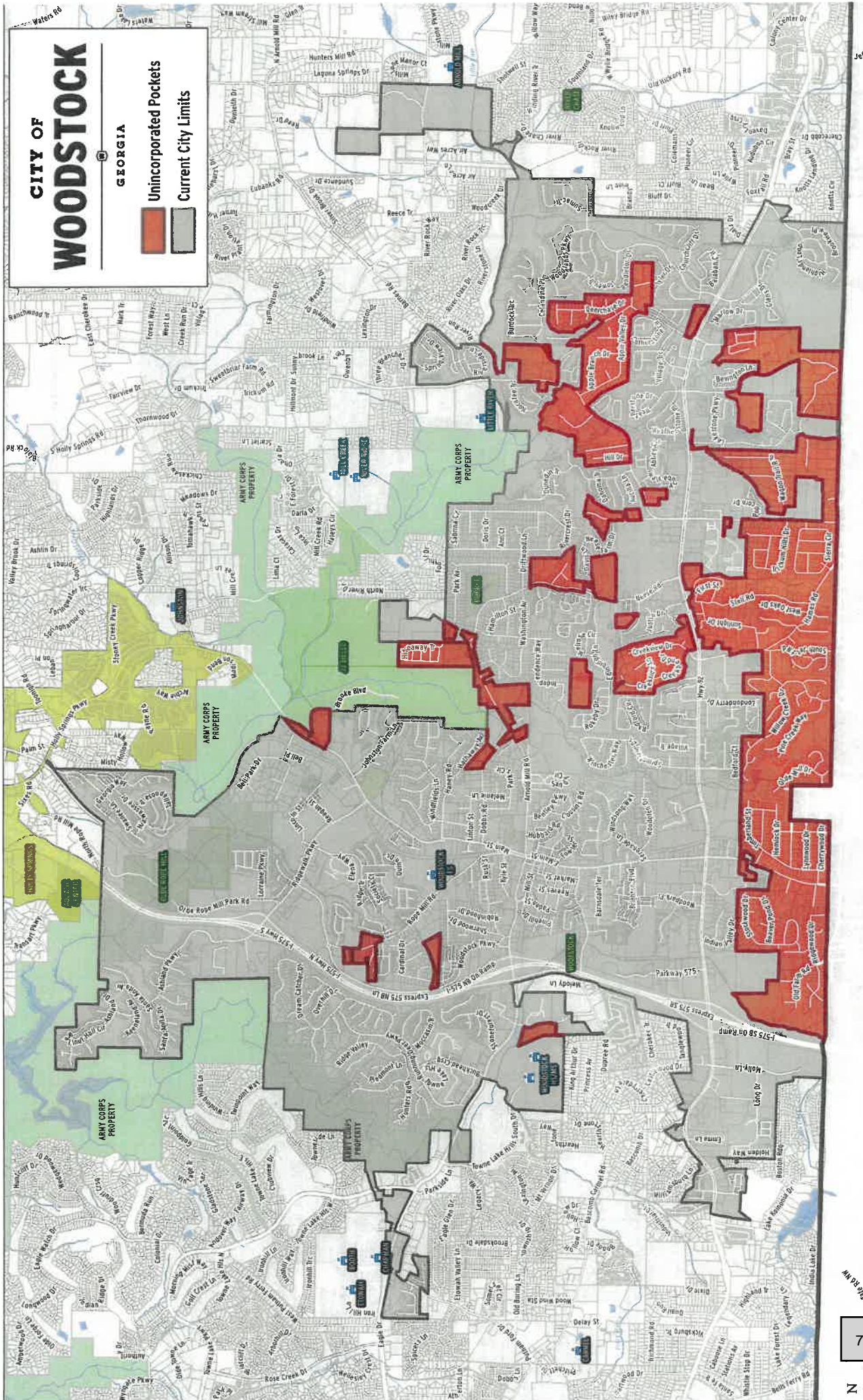
Proposed Woodstock Growth Areas



CITY OF WOODSTOCK

GEORGIA

- Unincorporated Pockets
- Current City Limits



This map was compiled from various sources; the City of Woodstock assumes no responsibility to errors or omissions contained within this map. No warranties or representations are expressed or implied in fact or in law. Produced by the City of Woodstock GIS Department 2/28/2022. Chief, Greg Sims

Jamerson RC



Cherokee County, Georgia
Agenda Request

Item#: 6.2.

SUBJECT: **MEETING DATE:**
Chairman Johnston - MOU with the City of 4/19/2022
Woodstock Establishing Coordination and
Communication Protocols for the Growth
Boundary.

SUBMITTED BY:
Geoffrey E. Morton, P.E., County Manager

COMMISSION ACTION REQUESTED:
Consider approval of a Memorandum of Understanding Establishing Coordination and Coordination
Protocols for the Growth Boundary with the City of Woodstock.

FACTS AND ISSUES:
Per the Coordination and Communication Protocols MOU, Cherokee County and the City of Woodstock
agree to the following:

- This MOU works in companion to the Growth Boundary agreement;
- Intends to set a policy to establish, increase and enhance coordination and communication between
the County and the City for projects requesting rezoning or annexation within the Growth Boundary;
- Runs concurrently with the SDS.

The City of Woodstock adopted this MOU at its meeting of April 11, 2022.

BUDGET:

Budgeted Amount: Account Name:
Amount Encumbered: Account #:
Amount Spent to Date: Remaining Budget:
Amount Requested:

ADMINISTRATIVE RECOMMENDATION:
Approve a Memorandum of Understanding Establishing Coordination and Coordination Protocols for the
Growth Boundary with the City of Woodstock.

ATTACHMENTS:

Description	Type
□ Coordination and Communications Protocols MOU	Resolution Letter

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

MEMORANDUM OF UNDERSTANDING

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CHEROKEE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF WOODSTOCK, GEORGIA, CITY COUNCIL ESTABLISHING COORDINATION AND COMMUNICATION PROTOCOLS FOR THE GROWTH BOUNDARY

This Memorandum of Understanding, hereinafter referred to as "MOU," dated this _____ day of _____, 2022, made by and between CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the "County") and the CITY OF WOODSTOCK, GEORGIA, acting by and through its duly elected City Council (hereinafter referred to as the "City"). The County and the City are collectively referred to herein as the "Parties," or "Governing Authority."

WHEREAS, the County and the City seek to increase and enhance coordination and communication with the Annexation Process; and

WHEREAS, the County and the City seek to enter into a Growth Boundary Agreement as a growth management partnership, which will promote collaborative land development planning efforts, establish service delivery expectations, and further enhance the high quality of life currently enjoyed by the citizenry; and

WHEREAS, the implementation of the Growth Boundary Agreement requires ongoing communication between the County and the City to ensure the Parties are informed and aware of proposed development projects and annexation petitions; and

WHEREAS, the General Assembly of Georgia maintains a legal right to intervene in cases in which it believes local governments have failed to best act on behalf of the interests of all residents and stakeholders, the Parties seek to enter into this growth boundary agreement as an outward sign of their shared desire to address future growth through mutual planning, communication and the constitutional principle of Home Rule; and

WHEREAS, a streamlined and concise communication process will ensure that timely and accurate information is transmitted correctly between the Parties; and

WHEREAS, while state law provides a process for annexation notifications, the Parties agree to exceed these standard requirements, to increase collaboration and communication, by providing for a more transparent and effective process; and

WHEREAS, the Parties agree to the coordination and communication protocols set forth herein below regarding the Annexation Process, which is defined as the official procedures

prescribed with state statute, by which property is annexed into a city and legally incorporated thereto, with or without a proposed development included; and

WHEREAS, the Parties want to ensure that projects proposed to the County that are inside or partially included within the Growth Boundary, are effectively communicated to the City for review and input.

1.

Purpose; Process; Cooperation Generally. The purpose of this MOU is to provide a practical approach to the communication and collaboration needed between the County and the City related to the Annexation Process and the operational needs of the Growth Boundary Agreement, which may not include annexation. The Growth Boundary Agreement requires effective communication between the Parties and this MOU is intended to streamline communication and work as a companion to the Growth Boundary Agreement. This MOU should be amended by the Parties as needed to remain current with changing practices and needs and is intended to be amended, as necessary, until it functions as effectively as possible for the Parties.

Adopted on the _____ day of _____, 2022, the Growth Boundary Agreement details the protocols required between the County and City, when an annexation and/or development project is proposed either to the County or City within or abutting the Growth Boundary, as detailed within the GB Protocols section of the Growth Boundary Agreement, which will be known as a Growth Boundary Project or “GB Project.” The requirements of this MOU apply equally to the Parties, therefore, to notify the other of GB Projects.

Finally, this MOU also addresses areas not otherwise considered by the annexation statute or other agreement between the Parties, including email communication, electronic documents, and additional opportunities to coordinate and collaborate outside of the provisions of the annexation statute. The Parties have the choice to cooperate more effectively to address growth and land use decisions; this MOU reflects this choice.

2.

Communication. In addition to adhering to the written notice procedures set forth in the annexation statute, O.C.G.A § 36-36-1 et seq., (hereinafter referred to as the “Statute”), the Growth Boundary Agreement, and the “Annexation Notification and Land Use Dispute Resolution Agreement,” attached hereto as Exhibit “A,” contained within the, “Intergovernmental Agreement for Implementation of Service Delivery Strategy” (SDS), adopted on June 15, 2021, and incorporated herein by reference, the Parties agree to communicate as follows:

- A. **Primary Contacts.** The operational needs of the Growth Boundary Agreement and the execution of this MOU require oversight and management, with decisive leadership. A single point of contact is needed from the County and the City, respectively, to represent the Parties in the execution of the Growth Boundary Agreement and this MOU, (hereinafter referred to as the “Process”) to ensure the

2

Process is effectively managed at all times. Therefore, the County Manager, or designee, and the City Manager, or designee, are designated as the respective Primary Contacts for the County and the City and authorized by the Parties to manage the Process, given all decision-making authority to do so to achieve the best outcomes for the Parties.

- B. **Notice Email:** The City agrees that all notices, as required by Statute and Growth Boundary Agreement, will be emailed to the County at annexnotice@cherokeega.com. The County agrees that this email address includes the following officials: County Attorney, County Manager, County Clerk, Community Development Agency Director, and Director of Planning & Zoning.

The County agrees that all written notices, as required by the Statute and Growth Boundary Agreement, will also be emailed to the City at annexnotice@woodstockga.gov. The City agrees that this email address includes the following officials City Attorney, City Manager, City Clerk, Community Development Director, and Deputy Community Development Director.

The County and/or City Manager reserves the right to provide the Board of Commissioners and City Council, respectively, with any relevant information pertaining to a proposed annexation. The Parties also agree that these email addresses may be used between the Parties during GB discussions and negotiations, as necessary, but that County/City staffs may use separate email addresses, as well, for general communication.

- C. **Unimpeded Communication.** Notwithstanding any other provisions contained herein to the contrary, to avoid any confusion or miscommunication between the Parties, the Primary Contacts are authorized to waive any formalities and communicate directly by any and all means necessary and available, including but not limited to by telephone, email, in-person meeting, etc., to properly execute the provisions of this MOU and the Growth Boundary Agreement, as adopted by the Parties. The Primary Contacts are a failsafe in the communication between the Parties, striving to provide the Parties with the most up-to-date and correct information to minimize the possibility of conflict or disagreement.

3.

Notice Documents. In addition to the notice requirements set forth in the Statute, the SDS¹, and the Growth Boundary Agreement, the Parties agrees to make a good faith effort to provide the following additional information:

- A. Dates of Public Hearings and Anticipated Decision by a Governing Authority;
- B. Deeds/Legal Descriptions associated with the GB Project;
- C. Any unincorporated strips identified with legal description;

¹ In Section 2, the SDS is cited and incorporated by reference.

- D. Any Illustrative GB Project Concepts or Site Plans, high res preferred; and
- E. Area Map, illustrating the entire area proposed for the GB Project, identifying any unincorporated strips and tax parcel numbers.

All documents may be submitted electronically via email using the Notice Email. If documents are too large to email, County and City Staffs can coordinate a download protocol.

4.

Coordination Period. The Parties recognize that the Statute limits the ability of the Parties to coordinate the best solutions and outcomes for a requested annexation with or without a development project proposed due to the time constraints set forth for negotiations.

Additionally, the Growth Boundary Agreement includes “GB Protocols” which detail the Process needed for execution by both Parties. With two of the GB Protocols, including “County-Inside GB” and “City-Outside GB,” the Parties agree to coordinate (hereinafter referred to as the “Coordination Period”). Any GB Project that includes property located both inside and outside of the GB, also requires the Coordination Period. For the other GB Protocols, “City-Inside GB” and “County-Outside GB,” the Coordination Period is not required; however, the Parties can agree at any time to initiate the Coordination Period if both Parties agree that it is advantageous to do so.

The County Manager, or designee, and City Manager, or designee, are directed to manage the Coordination Period as follows:

- A. **Pre-Application Meeting; Notice.** Once a GB Project is communicated to the City or County at a pre-application meeting² with an applicant presenting a GB Project concept, the Parties should initiate the Coordination Period within ten (10) business days following this meeting. The Party conducting the pre-application meeting will initiate the Coordination Period by sending a Notice Email. A GB Project concept includes any illustrative exhibit of a GB Project proposed for construction on a property expected to petition for annexation or submit a rezoning application. In the absence of a proposed development, any illustrative exhibit of the annexation area expected to petition for annexation should be provided.

The Parties have respective requirements for a pre-application meeting², however, the Parties recognize that annexation petitions and rezoning applications can be submitted at any time. Should an annexation petition or rezoning application be submitted³ without a pre-application meeting, the Parties agree to make every attempt to initiate the Coordination Period prior to the acceptance⁴ of the annexation petition or rezoning

² A meeting required with staff prior to submitting an annexation petition and/or rezoning application.

³ Submitted means the annexation petition and/or rezoning application documents were provided to the Party for review, pending Acceptance.

⁴ Acceptance means the receiving Party has reviewed the annexation petition and/or rezoning application documents, finding the documents complete and officially processing these documents for consideration by the

application; however, the Coordination Period can be initiated upon or after acceptance of an annexation petition or rezoning application at any time by sending a Notice Email.

- B. **Response.** Upon receipt of the Notice Email, the respective Party will reply to the Notice Email within three (3) business days and propose meeting dates and times for respective staffs and/or officials to discuss the GB Project.
- C. **Initial Meeting.** The Parties agree to meet and discuss the GB Project within ten (10) business days of the date of the reply to the Notice Email.
- D. **GB Project Owner.** A Party may include the GB Project owner - property owner or owner's representative - in the meeting as part of the negotiation between the Parties.
- E. **Negotiations.** The Parties agree to communicate and negotiate in good faith to address the GB Project, mitigating impacts, if any, while working to achieve the objectives of the GB Project owner. The Parties agree to communicate and meet as often as needed during the Coordination Period. Multiple GB Projects can be coordinated at the same time.
- F. **Term.** The Coordination Period is intended to provide the opportunity for communication and negotiations to begin as early as possible, but can be initiated after an application is accepted and can operate continuously, concurrent with the public hearings process. Unless waived or terminated by either Party, the Coordination Period will continue to operate until: (1) A GB Project is adopted or denied by a Governing Authority, (2) A GB Project application is withdrawn from consideration, or (3) A GB Project is abandoned⁵, at which time the Coordination Period will automatically terminate. The Coordination Period can be re-initiated at any time following the process outlined herein.
- G. **Waive; Terminate.** The County Manager, or designee and City Manager, or designee, can agree to waive and either party can terminate the Coordination Period at any time with a Notice Email.

5.

Good Faith. The Parties agree to work in good faith to abide by the terms of this MOU to improve communication and enhance the effectiveness of the Growth Boundary Agreement. The Parties recognize, however, that errors and omissions can occur as well as unforeseen circumstances that might inadvertently cause the violation of the precise terms of this agreement. Therefore, the Parties agree that this MOU is intended to be enforced broadly and with maximum flexibility provided to the Parties. If a Party discovers a mistake in the execution of this MOU,

Party.

⁵A GB Project is considered abandoned when more than sixty (60) business days have elapsed since the GB Project appeared on a Governing Authority meeting agenda, unless the GB Project was tabled to a specific meeting date by a Governing Authority.

simply address the mistake, advise the other Party accordingly, and move on.

6.

This MOU may not be modified, amended, or terminated without the prior written consent of the County and City.

7.

All notices or requests to amend, modify, or terminate this MOU shall be in writing and shall be effective and deemed to have been properly given or served on the third (3rd) business day following the date on which such notice was deposited in the United States Mail, postage prepaid, properly addressed and registered or certified with return receipt requested or, in the case of hand delivery, on the date of actual delivery to the address of a party as specified or changed pursuant to this paragraph. Rejection or other refusal to accept, or inability to delivery because of changed address of which no notice has been given, shall constitute receipt of such notice, demand, or request. Any such notice or request shall be addressed as follows:

The County: Geoffrey E. Morton, County Manager
 1130 Bluffs Parkway
 Canton, Georgia 30114

with copies to: Opie Bowen, County Attorney
 1130 Bluffs Parkway
 Canton, Georgia 30114

The City: Jeffrey Moon, City Manager
 12453 Highway 92
 Woodstock, Georgia 30188

with copies to: Eldon Basham, City Attorney
 326 Roswell Street, STE 100
 Moore Ingram Johnson & Steele
 Marietta, Georgia 30060

subject to the right of each party to designate a different address by notice similarly given.

8.

This MOU shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

9.

This MOU shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

10.

Time is of the essence in the performance of the obligations, conditions and agreements set forth in this MOU.

11.

GB Term. The term of this MOU runs concurrently with the SDS and shall expire on June 1, 2028.

(THIS SPACE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, County and the City have caused this MOU to be executed and sealed, as of the date and year first above set forth.

CHEROKEE COUNTY, GEORGIA

CITY OF WOODSTOCK, GEORGIA

Harry B. Johnston, Chairman

Michael Caldwell, Mayor

[COUNTY SEAL]

[CITY SEAL]

ATTEST:

ATTEST:

Christy Black, County Clerk

Elicia Taylor, City Clerk



Cherokee County, Georgia
Agenda Request

Item#: 6.3.

SUBJECT: **MEETING DATE:**
Chairman Johnston - Resolution Supporting 4/19/2022
City/County Cooperation on Growth and
Development.

SUBMITTED BY:
Christy Black

COMMISSION ACTION REQUESTED:

Consider Resolution supporting City of Woodstock and Cherokee County cooperation on growth and development and committing to support the Land Use Plan in the Arnold Mill Road Corridor.

FACTS AND ISSUES:

BUDGET:

Budgeted Amount: Account Name:
Amount Encumbered: Account #:
Amount Spent to Date: Remaining Budget:
Amount Requested:

ADMINISTRATIVE RECOMMENDATION:

Approve Resolution supporting City of Woodstock and Cherokee County cooperation on growth and development and committing to support the Land Use Plan in the Arnold Mill Corridor.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Backup Material

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

RESOLUTION NO. 2022-R-034

A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS TO REQUEST CHANGES FROM THE LOCAL DELEGATION TO THE ANNEXATION PROCESS FOR COUNTIES AND MUNICIPALITIES CURRENTLY IN USE FOR THE STATE OF GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the Cherokee County Board of Commissioners opposed the In-Line Properties annexation and development approved by the city of Woodstock on Arnold Mill Road as too far from the city and incompatible with the county's land use plan and existing surrounding development; and

WHEREAS, the Cherokee County Board of Commissioners filed suit to void the annexation based on several factors including insufficient contiguity at a border in the chain of properties assembled to facilitate the annexation, but such suit was ultimately unsuccessful; and

WHEREAS, the Georgia Legislative delegation representing Cherokee County considered legislatively vetoing the annexation or de-annexing the property, but in each case the proposed action lacked the necessary House and Senate majorities; and

WHEREAS, the Cherokee County Legislative Delegation has passed House and Senate resolutions expressing dissatisfaction with the annexation, calling on Cherokee County and its cities to adopt agreed-upon growth boundaries and ultimately joint land use plans, and threatening to veto future annexations that do not conform to those agreements; and

WHEREAS, the Woodstock City Council and the Cherokee County Board of Commissioners have now approved a growth boundary agreement that calls for no further annexation from or around the site of the disputed Arnold Mill Road annexation; and

WHEREAS, this conclusion leaves the annexed property in Woodstock but leaves the Cherokee County Board of Commissioners in control of development surrounding and beyond that property; and

NOW THEREFORE BE IT RESOLVED, that the Cherokee County Board of Commissioners appreciates the Legislative Delegation's resolutions and commits to closely follow the county's conservative land use plan in zoning decisions for the Arnold Mill Road corridor.

SO RESOLVED, APPROVED, AND ADOPTED this 19th day of April, 2022.

By: _____
HARRY B. JOHNSTON, Chairman

(SEAL)

Attest: _____
CHRISTY BLACK, County Clerk

CITY OF COLORADO SPRINGS
ANNEXATION PLAN

May 9, 2006

Resolution No. 66-06

A RESOLUTION ADOPTING THE 2006
ANNEXATION PLAN FOR THE CITY OF
COLORADO SPRINGS

WHEREAS, in accord with C.R.S. § 31-12-105-(1)(e), the City of Colorado Springs approved Resolution No. 147-02 which approved the 2002 Annexation Plan for a three-mile area beyond the City limit boundary; and

WHEREAS, to further implement the 2001 Comprehensive Plan, staff has revised and updated the 2002 Annexation Plan; and

WHEREAS, on April 6, 2006 the City Planning Commission conducted a public hearing on the 2006 Annexation Plan and recommended approval and adoption of the 2006 Annexation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS, COLORADO:

Section 1. City Council approves and adopts the 2006 Annexation Plan.

Section 2. City Council intends for the 2006 Annexation Plan to serve as the required "plan in place" for the three-mile extra-territorial area, in accord with C.R.S. § 31-12-105(1)(e).

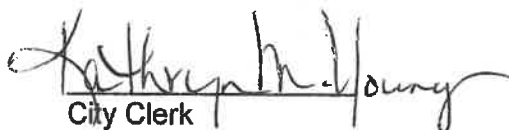
Section 3. The 2006 Annexation Plan shall be updated as necessary and shall remain in full force until amended.

DATED at Colorado Springs, Colorado, this 9th day of May, 2006



Mayor

ATTEST



City Clerk

ACKNOWLEDGEMENTS

CITY COUNCIL

Lionel Rivera, *Mayor*
Larry Small, *Vice Mayor*
Scott Hente
Daryl Glenn
Jerry Heimlicher
Margaret Radford
Tom Gallagher
Randy Purvis
Bernie Herpin

CITY PLANNING COMMISSION

Steve Obering, *Chair*
Mark Cunningham, *Vice Chair*
Richard Guy
Robert Wignall
Steven 'Val' Snider
Jan Winkler
Robert Null
Jonathan Kamins
Richard Hansen

CITY ADMINISTRATION

Lorne Kramer, *City Manager*
Mike Anderson, *Deputy City Manager*
Pat Kelley, *City Attorney*
Jeff Litchfield, *City Auditor*
Kathryn Young, *City Clerk*
Jerry Forte, *Colorado Springs Utilities Executive Director*

TECHNICAL ADVISORY COMMITTEE

Mike Anderson, <i>Budget & Financial Analysis</i>	Wynetta Massey, <i>City Attorney</i>
Jerry Bentrrott, <i>Police</i>	Tim Mitros, <i>Public Works</i>
Lisa Bigelow, <i>Budget & Financial Analysis</i>	Rick O'Connor, <i>City Planning</i>
Craig Blewitt, <i>Transportation Planning</i>	Mike McCauley, <i>Parks and Recreation</i>
Tom Bonifas, <i>City Planning</i>	Nina Rikoski, <i>Fire</i>
Bill Davis, <i>Colorado Springs Utilities</i>	Carl Schueler, <i>El Paso County Planning</i>
Dave Lethbridge, <i>Public Works</i>	

PROJECT TEAM

Bill Healy, *Planning and Community Development Director*
Ira Joseph, *Comprehensive Planning Manager*
David Litzelman, *Senior Planner*
Steve N. Vigil, *GIS Analyst*
Christine Gross, *Administrative Technician*

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
TABLE OF CONTENTS**

CONTENTS	PAGE
INTRODUCTION	1
CHAPTER 1	
Annexation Framework	1
State Requirements	2
Types of Annexation	3
Annexation Policy and City Code	4
CHAPTER 2	
Land Use Map–Three Mile Plan	7
Land Use Designations	7
CHAPTER 3	
Extra-Territorial Annexation	10
City-County Cooperation	10
City Setting	11
Annexation Classification	13
Extra-Territorial Annexation Categories	14
Territorial Limits	15
CHAPTER 4	
Enclaves	20
Enclave Classification	21
APPENDICES	
Table of Contents	29

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
INTRODUCTION**

Annexation is the process by which municipalities incorporate new territory, and is one of the most dramatic and lasting actions a municipality takes. The Colorado Revised Statutes establish the basic rules for the annexation of territory into a municipality. Additional regulations are found in Chapter Seven of the Code of the City of Colorado Springs.

In 1987 the Governor signed legislation (Senate Bill 45) into law requiring that municipalities have a “three mile plan” in place before they could extend their territory by annexation. On March 8, 1988 with their approval of Resolution 47-88 the City of Colorado Springs adopted the initial annexation plan and with the adoption of Resolution 147-02 City Council adopted the 2002 Annexation Plan.

The Annexation Plan establishes the framework for decisions concerning annexation of land into the City of Colorado Springs. Coupled with the Comprehensive Plan's policies, the 2020 Land Use Map and the City's Strategic Plan, this document will guide future applicants who seek to annex property into the City. Also, this plan will communicate the City's annexation policies and intentions to interested citizens, public interest groups and special interest groups.

There are two basic types of annexations: extra-territorial annexations extend the municipal boundaries and enclave annexations that consolidate municipal boundaries. Issues associated with both types of annexations and recommendations are found in Chapters 3 and 4 respectively.

The impact of growth on our community is not only a local issue; it is regional as well. The Annexation Plan was developed with the participation of El Paso County, the City of Fountain, Colorado Springs Utilities, and other municipal agencies. This document will facilitate cooperation between the various jurisdictions and agencies in the matter of annexation, both within the three mile extra-territorial zone and for enclaves.

Without better coordination between governmental entities in our region we will see more haphazard patterns of development, greater increases in traffic congestion, duplication of services, fiscal inequalities, and uneven standards for infrastructure and services. Coordinating actions of the City with other governments and agencies in the Pikes Peak region is a step toward more effective planning.

The Annexation Plan is not law in the sense of an ordinance; it is however an official public document for the annexation of land that expresses the growth, annexation, and land use recommendations for the areas of potential annexation. It is advisory, adopted by resolution, and has no mandatory compliance or enforcement provisions. This document does satisfy the statutory requirements of the Colorado Revised Statutes, which require a Three-Mile Plan be in place prior to extra-territorial annexation. This plan functions as the City's official “three mile plan” as required by Section 31-12-105(1)(e) C.R.S.

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
CHAPTER 1-ANNEXATION FRAMEWORK**

Annexation is the legal process by which a City adds land to its jurisdiction. The most common form of annexation is voluntary annexation where 100% of the property owners petition for annexation. There are limited circumstances when the City can annex territory by unilateral action. Generally the area is an enclave or City owned property.

STATE STATUTORY REQUIREMENTS

The City's authority to annex land is established by Section 30 of Article II of the Colorado Constitution and the Colorado Revised Statutes (C.R.S. 31-12-101 et. Seq.) (here to for CRS). The Annexation Law section of the CRS sets out the legal requirements and procedures which municipalities must follow in order to annex territory. Listed below are key provisions of the CRS relating to municipal annexations.

Eligibility

There are several factors that make an area eligible for annexation. Contiguity is the key factor. For areas that are not surrounded by the municipality, enclaves, not less than one-sixth of the perimeter of the area proposed for annexation must be contiguous with the annexing municipality. There must also be a finding of community interest between the annexing municipality and the property to be annexed. Generally this is taken to be that the area to be annexed is urban or will be urbanized in the future. Section 31-12-104(1)(b) of the CRS presents the criteria for compliance.

Three Mile Plan

The CRS require that a municipality have a plan in place prior to the completion of any annexation of land within a three-mile area of a municipality's boundaries. This required plan is a document that generally describes the proposed location, character and extent of land use, public facilities and public utilities within this designated planning area. The City of Colorado Springs Annexation plan is intended to meet the CRS requirement for a "three mile plan." No annexation may take place which has the effect of extending the municipal boundary beyond this three-mile limit. The exceptions are if a parcel or enterprise zone is split by the three-mile limitation, the entire piece may be annexed. The detailed requirements for the "plan in place" are found in Section 31-12-105(1)(e) C.R.S.

Annexation Impact Report

A municipality must prepare an impact report concerning a proposed annexation. This report must be completed twenty-five days prior to the annexation hearing by the City Council and must be presented to the Board of County Commissioners twenty days prior to the annexation hearing. It is the responsibility of the party or parties petitioning for annexation to prepare the Annexation Impact Report. An impact report is not required for an area less than ten acres or if the Board of County Commissioners and the City Council agree the report may be waived. The report at a minimum shall include:

- A map or maps showing the following:
 1. Present and proposed boundaries of the municipality in the vicinity of the proposed annexation; and
 2. Streets, major trunk water lines, sewer interceptors and outfalls, other utility lines and ditches, and proposed extensions of such streets and utility lines in the vicinity of the proposed annexation; and
 3. Existing and proposed land use pattern in the areas to be annexed.
- A copy of any draft of final preannexation agreement, if available;
- A statement of the City's plans for extending or providing municipal services within the area to be annexed;
- The method under which the City plans to finance the extension of the municipal services; and
- A statement identifying existing districts within the area to be annexed;
- A statement of the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

TYPES OF ANNEXATION

Petition (Voluntary Annexation)

Landowners seeking annexation must petition the municipality to request annexation into the City. The most common type of annexation is voluntary where all the property owners sign the annexation petition. It is also possible for the landowners of more than fifty percent but less than one hundred percent of an area to petition the municipality to annex the entire area. The petition is filed with the City Clerk and the process of determining compliance with the CRS begins. A determination of eligibility for annexation is made by the City Council.

Petition for Annexation Election

The lesser of seventy-five qualified electors or ten percent of the qualified electors, may request that the governing body of the municipality commence proceeding to hold an annexation election for a specified area. If the City determines that an annexation election is required based upon its review of the annexation petition, an election shall be called. The district court administers the election. If the majority of votes cast are for annexation the court shall decree that the area may be annexed to the municipality.

City Initiated

Enclave

When an unincorporated area is surrounded by the boundaries of a municipality, the City Council may annex that area to the municipality without the consent of the property owners if the area has been surrounded for a period of not less than three years and the boundary has not changed.

Municipally-owned Land

If a municipality is the sole owner of land it desires to annex and the area meets the contiguity requirements of the CRS the municipality may annex the area without the notice and hearing provisions in 31-12-108 and 31-12-109 of the CRS. The entire area cannot consist solely of a public street or right-of-way.

ANNEXATION POLICY AND CITY CODE

The annexation of property into the City is a legislative, discretionary policy decision made by the City Council (see 7.6.203 of the City Code in Appendix II). Annexations must be determined to be a benefit to the City and occur in a manner that ensures a logical and sequential extension of the City's boundary. The Comprehensive Plan and the City Code define what constitutes a benefit to the community. Objective CIS 2 of the Comprehensive Plan and Section 7.6.2 of the City Code detail the policy and legal aspects of annexation. Both the Comprehensive Plan policies and the applicable portions of the City Code are found in Appendix I and Appendix II.

The cornerstone of the annexation evaluation is Comprehensive Plan Strategy CIS 202a, which states that annexations will be analyzed to determine if they are a benefit to the community. Listed below are the evaluation criteria.

- The short and long-term fiscal impact of extending City services;
- The impact a development area may have upon the City if it is not annexed;
- Any necessary capital improvements and anticipated revenues generated by the proposed development;
- Employment opportunity;
- Consistency with the Colorado Springs Utilities Water Resources Plan;
- Improved stormwater management including stormwater quality controls;
- Improved public transportation;
- Diversification of the economic base;
- The City's ability to accommodate projected population increases;
- The efficiencies of adding the annexation to the City;
- Effect on air quality; and
- Impact on environmental quality.

A 10 year estimate of the costs and benefits of servicing the new area is carried out prior to the approval of an annexation. However, a strict adherence to the fiscal evaluation is not the only reason for adding land to the City. Most annexations require that a companion master plan accompany the annexation request be reviewed concurrently. A

master plan is an advisory document for such issues as land use, transportation, and utilities and is used as a guide in the review of applications for rezoning. The master plan is evaluated using criteria to judge the fiscal impact, the transportation network, environmental impact, and land use relationships.

Annexation Agreements

An annexation agreement is a contractual agreement between the City and the annexor. This document is used to define the responsibilities and obligations of both the City and the landowner(s) relating to issues such as utility extensions, construction of public facilities, road construction, land dedication and construction of off-site public facilities.

The Colorado Supreme Court in *City of Colorado Springs v. Kittyhawk Development Co.*, 154 Colo. 535, 392 P.2d 467 (1964) made the following comment concerning annexation agreements:

A municipality is under no legal obligation in the first instance to annex contiguous territory, and may reject a petition for annexation for no reason at all. It follows then that if the municipality elects to accept such territory solely as a matter of its discretion, it may impose such conditions by way of agreement as it sees fit. If the party seeking annexation does not wish to annex under the conditions imposed, he is free to withdraw his petition to annex and remain without the City. Annexation can take place only when the minds of the City and the owners on the land contiguous to the City agree that the property shall be annexed and upon the terms upon which such annexation can be accomplished.

The current structure of negotiated development exactions using annexation agreements grew out of the “user pay” approach in the City’s initial Comprehensive Plan adopted by the City Council in 1983. This concept posits that new development will not place any excessive fiscal burden on existing taxpayers.

Examples of these negotiated exactions through annexation agreements are:

- Construction of off-site infrastructure
- Over sizing of on-site infrastructure
- Foregoing arterial street reimbursement
- Land dedication for:
 1. Public safety facilities
 2. Major utility transmission and distribution systems
 3. Public Parks
- Annual cash payments to the City General Fund to offset personnel and operating expenses incurred in providing municipal services

Since the 2002 update to the Annexation Plan there have been significant changes to the structuring of annexation agreements. These changes continue

the “user pay” philosophy. Among the major changes that have occurred through recent annexations are:

- Addition of a Fire Facility Fee on a per gross acre basis, to fund the construction of fire stations necessitated by development in newly annexed areas
- Increased use of special districts in newly annexed areas for construction of major public improvements, construction of certain improvements required through the Subdivision Ordinance, construction of major water and wastewater system components, ownership and maintenance of amenities for a particular development, and in some cases construction, operation, administration and maintenance of public parks and recreation facilities
- Intergovernmental Agreements (IGAs) between the City of Colorado Springs, El Paso County and the District requiring or permitting annexors to join an existing special district created for the purpose of financing and constructing public improvements.

The City and the annexor are bound by the terms of the annexation agreement unless both parties agree to modify the terms of the agreement.

Property owners who are considering annexation are required to have a pre-application meeting with the City Planning Department. After discussions with various agencies if the landowner wants to seek annexation, the formal process begins with the submission of a petition and annexation plat. After a determination by the City staff that the property meets the eligibility requirements, the request is sent to the City Council. The City Council then determines that the area is eligible for annexation and refers the request to the City staff for review and processing.

As a result of the staff review, issues are identified. The resolution of these issues is addressed in the annexation agreement. The City and the annexor will enter into an Annexation Agreement prior to the final approval by City Council of the annexation petition and plat. This agreement is a legal document used to define the responsibilities and obligations of both the City and the landowners relating to issues such as utility extensions, construction of public facilities and road construction.

The public process continues with a review and recommendation to City Council by the Planning Commission. Final action occurs at a City Council Public Hearing. If the City Council approves the annexation request, the plat and signed annexation agreement are recorded.

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
CHAPTER 2 - LAND USE MAP
THREE MILE PLAN**

The Colorado Revised Statutes, Section 31-12-105 (1)(e) requires that there be a plan in place for an area extending three miles beyond a municipality's boundaries prior to the annexation of territory into the municipality. The Annexation Plan Land Use Map is intended to meet the requirement for a Three Mile Plan, (see Map 2.1).

The Annexation Plan Land Use Map is designed to work in conjunction with the 2020 Land Use Map of the City's Comprehensive Plan. The Annexation Plan Land Use Map serves as the graphic representation of the City's annexation policies, future land use patterns and provides a land use context for annexation decisions.

Created in consideration of El Paso County's Small Area Plans and the City of Fountain's Comprehensive Plan, the land use map represents a framework for the future growth of the Colorado Springs metropolitan area. The land use map also provides a context for the examination of enclaves.

This map should not be considered a fixed determination of land use patterns. As the region continues to grow and develop the map will be amended. The Annexation Plan Land Use Map will be updated annually along with the 2020 Land Use Map as part of the Comprehensive Plan Annual Report.

LAND USE DESIGNATIONS

The map uses the twelve land use classifications identified in the City of Colorado Springs Comprehensive Plan 2020 Land Use Map, and adds State Lands and US Forest Service and Conservation designations. Each of the land use designations contains a characterization of primary uses and accompanying complementary secondary uses.

State Land Land owned by the State of Colorado and administered by the State Board of Land Commissioners. The majority of the land in this category is privately leased to ranchers for grazing.

US Forest Service and Conservation These are areas either owned by the Federal Government or in private ownership that have significant constraints associated with any development. Examples of these constraints are steep slopes, poor access, lack of urban infrastructure and difficulty in providing for public safety and adequate fire protection. Generally residential densities are very low and any individual lots that have been created are substantial in area.

Low Residential Areas of existing large lot residential developments and undeveloped areas where this pattern will continue because of past trends, zoning regulations or environmental constraints. In El Paso County the general residential densities are very low with a lot size of 2.5 acres or greater.

General Residential There are areas that include a variety of residential uses, including single family detached, townhouses and apartments, as well as non-residential uses that serve and support neighborhoods.

Community Activity Center Areas of commercial retail and service uses that meet consumer demands for frequently needed goods and services. The service areas for these centers are the surrounding residential areas.

Commercial Center Areas for large scale commercial uses that serve a wider community.

New/Developing Commercial Corridor Existing major retail areas that are primarily accessible by the automobile. Primary uses are “big box retail”.

Mature/Redevelopment Corridor Small existing retail corridors with opportunities to change into a mixed-use center through infill and redevelopment.

Employment Center Areas of major concentrations of employment including corporate campuses and industrial areas. Also included are supporting uses such as residential, commercial and services.

Regional Center A combination of commercial and employment uses that function as a regional market for both employment and commercial services.

Institutional Large-scale institutional uses such as the Colorado Springs Airport, military bases, colleges and universities, hospitals and non-profits.

Candidate Open Space Areas of high natural and scenic value identified through the City Open Space Plan. The areas so designated have high potential value for wildlife habitat, significant vegetation, natural drainage features and scenic quality.

Parkland and Open Space Areas of existing parkland such as neighborhood and community parks, and open space areas that are permanently protected from future development.

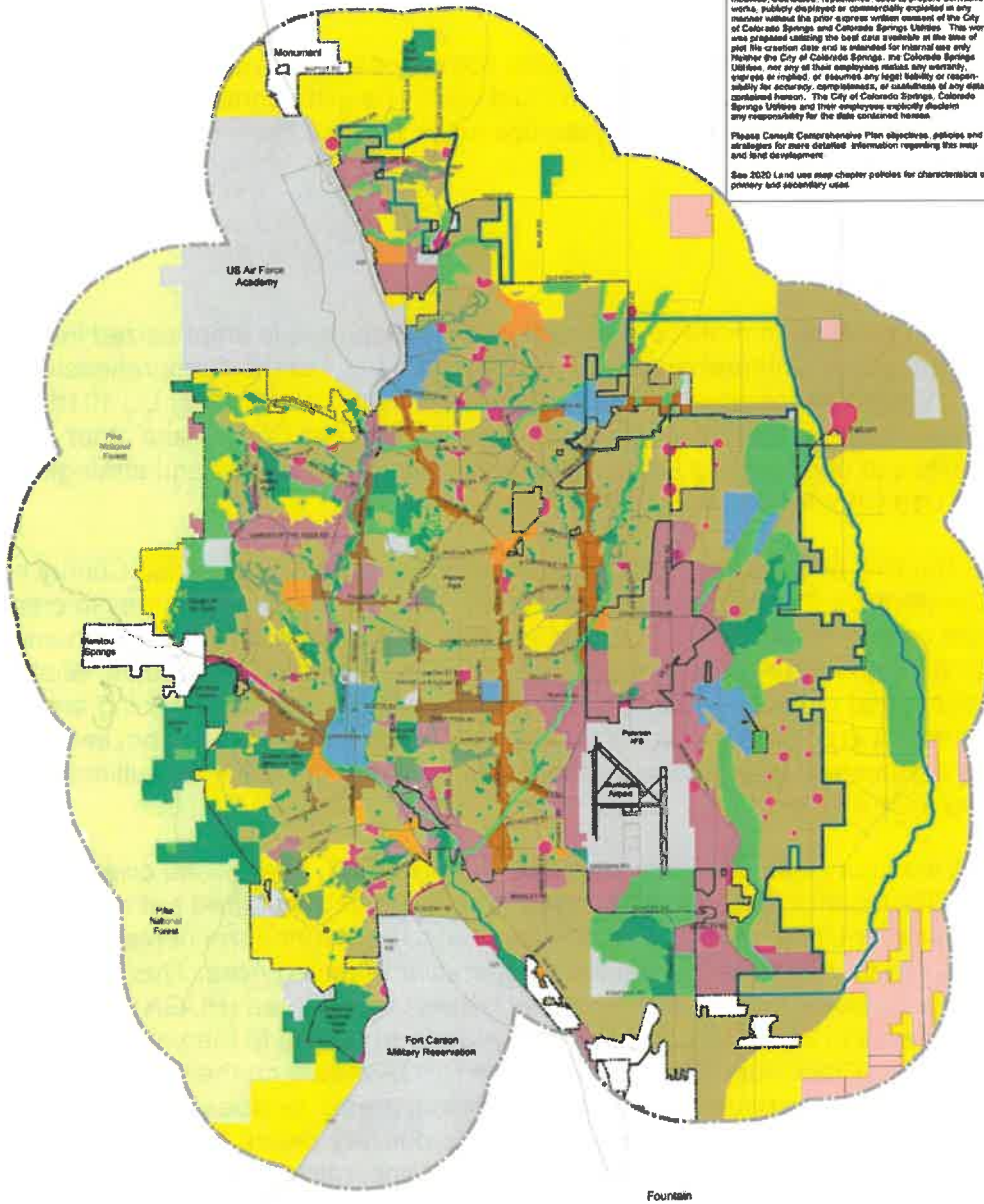
Golf Courses and Cemeteries Existing public and private golf courses and cemeteries.

The Three Mile Plan land use map illustrates what the metro region might look like if future annexations and development occurred in conformance with the policies of the Comprehensive Plan and the El Paso County's Small Area Plans. The Potential Urban Growth Area is shown on the Three Mile Plan Land Use Map for reference only.

Copyright © 2008 City of Colorado Springs on behalf of the Colorado Springs Utilities. All rights reserved. This work and/or any data contained herein may not be reproduced, modified, translated, republished, sold to anyone, derivative works, publicly displayed or commercially exploited in any manner without the prior express written consent of the City of Colorado Springs and Colorado Springs Utilities. This work was prepared utilizing the best data available at the time of and its creation date and is intended for internal use only. Neither the City of Colorado Springs, the Colorado Springs Utilities, nor any of their employees makes any warranty, express or implied, or assumes any legal liability or responsibility for accuracy, completeness, or suitability of any data contained herein. The City of Colorado Springs, Colorado Springs Utilities and their employees expressly disclaim any responsibility for the data contained herein.

Please Consult Comprehensive Plan objectives, policies and strategies for more detailed information regarding the map and land development.

See 2020 Land use map chapter policies for characteristics of primary and secondary uses.



Map 2.1
City of Colorado Springs
Future Land Use
3 Mile Plan



- | | | | |
|---------------------------|-------------------------------|----------------------------------|--|
| Low Residential | Mature Redevelopment Corridor | Existing Parkland & Open Space | Potential Urban Growth Area (reference only) |
| General Residential | Employment Center | Golf Course or Cemetery | City Limits (modified) |
| Community Activity Center | Regional Center | National Forest and Conservation | |
| Commercial Center | Major Institutional | State Land | |
| New/Developing Corridor | Candidate Open Space | 3 Mile Buffer | |



**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
CHAPTER 3 - EXTRA-TERRITORIAL ANNEXATION**

The most common method by which a municipality adds land area is voluntary extra-territorial annexation. The property under consideration must have one-sixth contiguity with the annexing municipality. This chapter will classify and prioritize areas that are likely to be considered for extra-territorial annexation.

CITY-COUNTY COOPERATION

Regional cooperation in matters of growth and development is emphasized in the Land Use Chapter of the Comprehensive Plan. Objective LU 1 of the Comprehensive Plan focuses on improved regional planning and cooperation and Strategy LU 101d promotes cooperation between the City of Colorado Springs, El Paso County and other municipalities in updating the City's Annexation Plan. The policies and strategies from the Land Use Chapter are in Appendix I.

In 1985, the City of Colorado Springs, the City of Fountain, and El Paso County entered into a Cooperative Planning Agreement (CPA). The intent of the CPA was to create an area wide comprehensive plan to provide "a planning framework in the urban and urbanizing fringe areas of the respective jurisdictions," which in turn would "enable a more cogent and unified approach to land use planning within the planning area." The CPA outlined a process for addressing issues within a defined area, from inventorying planning parameters to developing policy statements for the CPA, and ultimately to preparing a CPA Plan.

The CPA inventory was completed in 1986. In early 1987, after a joint cities/ county meeting, City Council discussed the urban form issue and prepared a draft of "Suggestions for Urban Growth Policy," intended to be a further refinement of how growth should be addressed within the Cooperative Planning Area. This document contained a proposal for the city's Potential Urban Growth Area (PUGA), a defined geographic area in which City Council believed urban growth to the year 2000 would primarily occur. City Council's rationale for the PUGA rested on the belief that urban density development should occur within municipal areas, as cities were best equipped to address urban-level infrastructure and service delivery needs. Both the 1991 and the 2001 City Comprehensive Plans contain policies concerning intergovernmental cooperation within the Potential Urban Growth Area.

As a concept the Potential Urban Growth Area is outdated for two major reasons. First, much of the Potential Urban Growth Area located north of the City has been, annexed, master planned and is being developed. This area includes the Flying Horse Ranch and areas north of Northgate Road. Much of the PUGA located east of Black Forest Road is annexing into the city or is being developed with urban densities in El Paso County. Second, there has been a proliferation of special purpose districts within the Potential Urban Growth Area approved by El Paso County to support the provision of water and wastewater service for urban density developments outside of Colorado Springs (see

Map 3.2). These circumstances have the effect of making the PUGA moot as a mechanism for guiding urban density development in the region.

El Paso County uses its Small Area Planning process to determine where development will occur. These Small Area Plans ring the City's perimeter and are listed in Appendix IV. The City of Fountain's Comprehensive Plan was also consulted in determining annexation priorities.

Comprehensive Plan Strategy LU 102a recommends that the boundaries of the Potential Urban Growth Area be adjusted to reflect current and projected development patterns. The focus of this chapter is to review the current growth boundaries and recommend adjustments. Map 3.1 illustrates the prioritized potential annexation areas. One of the recommendations of the Annexation Plan is to abandon the concept of the Potential Urban Growth Area.

CITY SETTING

Introduction

At present, Colorado Springs contains about 194 square miles of land, of which about 121 square miles are developed. Residentially developed land is about 24% of the land area of the City and vacant land comprises 37% of all land within the City. Approximately 58 % of the population growth in El Paso County from 2000 to 2005 occurred within the City of Colorado Springs. Based upon population estimates by the Colorado Department of Local Affairs, 69% of El Paso County's population lives within the municipal boundaries of Colorado Springs.

The focus of current annexation activity is along the Powers Boulevard corridor, the Woodmen Road corridor east of Powers Boulevard, and an area north of Old Ranch Road to Northgate Road. Several large annexations have occurred since 2002. The Flying Horse Annexation which is located southwest of the intersection of State Highway 83 and Northgate Road added 1565 acres to the City. The Woodmen Heights annexations, located generally east of Black Forest Road and north of Woodmen Road, added 826 acres.

El Paso County Small Area Plans

The El Paso County Policy Plan, A Land Use Guide for the Future, is the County's comprehensive plan. The policy plan is refined by developing Small-Area Plans for identified sub-areas of the unincorporated County. These plans function as the overall guiding document and master plan for the specific area. They are more detailed planning documents covering topics such as land use, transportation, natural environment, public facilities and drainage control. These Small-Area Plans ring the exterior boundary of the City. For a list of these plans see Appendix IV.

The 2000 Tri-Lakes Plan, and the Black Forest Preservation Plan are the Small Area Plans that have the most direct impact on the areas northeast of Colorado Springs recommended for annexation. Of these two plans, the Black Forest Preservation Plan influences the largest unincorporated area adjacent to the City.

The Black Forest Preservation Plan, adopted by the County in 1987, sets forth goals and policies for the area within El Paso County defined as the Black Forest. The

preservation plan is divided into ten planning units which address each unit's distinct characteristics. Two of these planning units, Number 1 and Number 10, are adjacent to northeasterly portions of the City. The Briargate and Wolf Ranch master plans which are adjacent to Unit 1 (Timbered Area) specifically address issues of transition into the timbered areas that are adjacent to their property. Unit 10 (The Southern Transitional Area) is located north and east of the intersection of Black Forest Road and Woodmen Road and extends north to the timbered area. The focus of Unit Ten's policies is the proper land use and transportation infrastructure transition from urban to rural. The interface policies cover the type, the location and the intensity of development north of the intersection of Banning Lewis Parkway, Briargate Parkway and Stapleton Road.

Special Purpose and Metropolitan Districts as Annexation Constraints

Opportunities for physical expansion of the City through annexation are limited partly because of the increasing number of special purpose districts being created outside the city limits. (See Map 3.) Urban density development that is occurring just beyond the City's borders within El Paso County is provided with urban services such as central water and wastewater, parks and fire protection by either special purpose districts or metropolitan districts. The presence of urban development on the City's borders makes annexation difficult because the public improvements within these developments are not constructed to City and or Colorado Springs Utilities standards. For the reasons listed below these existing special purpose and metropolitan districts make annexation unlikely in these urbanizing portions of El Paso County.

- Compensation for the loss of revenue because the annexation has reduced the size of the service area of the special purpose or metropolitan district.
- The city has not reviewed the service plans of the districts prior to formation as they were created in El Paso County, and thus has no say in their administration.
- Infrastructure not developed to City of Colorado Springs standards

Falcon

This is an unincorporated area located adjacent to the northeast portion of Colorado Springs included in the Banning Lewis Ranch. Urban residential development and commercial activity are rapidly expanding in the vicinity of Falcon and will be provided urban services such as utilities, parks and fire protection by a number of special purpose districts or metropolitan districts. Numerous service districts make this an unlikely area for annexation. (See Map 3.2)

Waterview

This is an area of approximately 740 acres located south and east of Powers Boulevard in the vicinity of the Big Johnson Open Space. A metropolitan district has been created to accommodate the approved PUD zoning, Sketch Plan and subdivision plat for residential development.

Stratmoor Hills and Security

This area in the vicinity of South Circle Drive, Interstate 25 and Academy Boulevard is generally referred to as Stratmoor Hills and the northern reaches of Security. Two major highways, I-25 and Academy Boulevard, and Fountain

Creek split the area. There is an established land use pattern and several special districts provide water and wastewater services and fire protection. Annexation in this area is unlikely.

Potential Incorporation of Falcon and Black Forest Areas

Continued development activity in the unincorporated area northeast of the City, roughly between Briargate and Falcon, has had the additional effect of prompting citizens from two unincorporated areas in El Paso County to evaluate the possibility of incorporation. As citizens from Falcon and Black Forest explore the incorporation option, city staff will work to assess the effect of possible incorporation boundaries on annexation planning activities. Incorporation efforts can impact the city's annexation process, could necessitate changes to the CPA, and could affect which areas the city might want to designate as "recommended for annexation" in an updated annexation plan

Utility Service

The availability of a reliable water supply is a major influence on growth. Estimates from Colorado Springs Utilities indicate the City owns enough water rights to accommodate a potential population of approximately 605,000 which is their projected population for the City for the year 2040. It is estimated that the existing water delivery system has adequate capacity until the year 2010 or a population of 409,500, and that the completion of the Southern Delivery System there will be enough water to accommodate Colorado Springs Utilities "most likely" population growth estimate until 2044.

ANNEXATION CLASSIFICATIONS

Evaluation factors such as location and service provision are used to establish the City's intent (policies) towards extra-territorial voluntary annexation. Listed below are the four evaluation factors:

Location

A parcel's relationship to the existing City boundary is the key factor in the determination of its eligibility for annexation. One-sixth is the minimum amount of contiguity required by Colorado Revised Statutes for annexation to occur.

There are areas adjacent to the City, particularly along the eastern edge, that meet the 1/6th requirement for annexation but are costly to serve due to distance from existing public facilities and services.

There are peninsulas of land remaining within El Paso County that could conceivably be served with a full range of urban level services if they were within the City. Currently the El Paso County Sheriff and the fire protection districts have to travel through the municipality to provide service. This situation is inefficient and confusing to emergency service providers and their dispatchers.

Existing Services and Service Provision

The proximity of county land to existing Colorado Springs Utilities service lines primarily water and wastewater is a key factor in determining annexation classification.

There are portions of El Paso County adjacent to the City that do not have structural fire protection because they are not located within a fire protection district. Occasionally the City's fire department responds to emergencies in these areas. Since these areas do not pay city property tax, when the service is provided it is done without compensation. Most of these areas are too small to individually form a fire protection district.

When special districts provide utility services as water, wastewater and electricity and the city subsequently annexes portions of their service area there is the potential cost to Colorado Springs Utilities for the "buy out" of service area and facilities from the current service provider.

Existing Land Development Patterns

Several areas adjacent to the City are developing with single family homes on large lots particularly east of the Banning Lewis Ranch. From a financial perspective the cost of providing services to areas of very low residential density development is not balanced by tax revenues, and is worsened when the existing improvements are not designed to the City of Colorado Springs standards.

Relationship to El Paso County's Small Area Plans

El Paso County's focus for its comprehensive planning efforts has been to develop Small-Area Plans for various geographic areas and then incorporate these plans into the County's Comprehensive Plan by reference. The small-area plans are a component of the classification system of the Annexation Plan and the land use map (See map 2.1). These plans vary greatly in their detail concerning land use and transportation expectations. As such, certain latitude was taken in developing a composite future land use pattern implied by these small-area plans.

EXTRA-TERRITORIAL ANNEXATION CATEGORIES

Extra-territorial annexations are divided into three categories. See Map 3.1 for the specific locations.

Strongly recommended for annexation

Land within this classification is either optimal for urban development or functions as an enclave. If urban development is to occur it should be under the jurisdiction of Colorado Springs.

Recommended for annexation

Urban level services could reasonably be extended and urban development is appropriate.

Eligible for annexation but not recommended

This category identifies areas that are statutorily eligible for voluntary annexation, but for various reasons such as existing service districts and development patterns, are not recommended for annexation.

TERRITORIAL LIMITS

The Potential Annexation Areas are numbered 1-11 and placed in one of the three extra-territorial annexation categories. Area 12 is a potential growth area for the City of Fountain as shown in that City's comprehensive plan. Map 3.1 illustrates these twelve areas.

Areas Strongly Recommended for Annexation

The 2002 version of the Annexation Plan identified Areas, 1 and 2 as strongly recommended for annexation.

Area 1 was located west of Voyager Parkway between Middle Creek parkway and InterQuest Parkway. The Allison Valley Annexation and the Stout Allen Addition Number 2 annexation brought all but five acres of Area 1 into the city. The remainder of Area 1 has been reclassified as Recommended for Annexation.

Area 2 was located north and south of Woodmen Road between Powers Boulevard and Black Forest Road. With the Woodmen Heights Annexations in September of 2004 two new enclaves L and M (See Chapter 4) were created out of Area 2. Ten annexations have been completed within Area 2 since 2002 consisting of approximately 465 acres. These include the Reel Annexation, Powerwood 1, 2, 3, 4, 5, and 6, Dublin North, Dublin North 1A and Greenbriar 1 and 2.

There are no additional areas classified as strongly recommended for annexation.

Areas Recommended for Annexation

Area 1. This is a five acre parcel located at the northeast corner of I-25 and Interquest parkway.

Area 4. This area located adjacent to the Northgate development and west of State Highway 83 and south of Northgate Road has undergone significant changes since preparation of the 2002 Annexation Plan. The Flying Horse annexation completed in January of 2004 added 1,565 acres to the City. The remaining 285 acres are enclaves or property located in the vicinity of Northgate

Road. The development east of State Highway 83 is low density residential on individual water and wastewater systems. State Highway 83 is the logical eastern edge of the City in this section of El Paso County.

Area 5. This area has been reduced to approximately 700 acres after the annexation of Woodmen Heights 1-6 and the creation of Enclave L (see Chapter 4 page 27). The remainder is located north and south of Woodmen Road and east of Black Forest Road. The remaining northerly portion is adjacent to the proposed extension of Markscheffel Road easterly from Black Forest Road to Woodmen Road. The area also extends easterly from Markscheffel Road along the south side of Woodmen Road to the eastern limits of the City. The westerly portion of this area is characterized by low-density residential development and scattered commercial and industrial development, mainly sand mining and processing and construction yards. It is anticipated that as urbanization intensifies in the vicinity of these industrial and commercial uses property owners will petition for annexation and propose land use plans with urban patterns similar to the adjoining uses to the south and west.

Area 6. This area is located south of State Highway 24 east of the City of Manitou Springs and south of Colorado Avenue. The annexation of the Red Rocks Canyon Park site, consisting of 751 acres, reduced the area to 141 acres. This remaining area is a mix of older residential and commercial land uses and vacant land. Colorado Springs Utilities provides water service to a limited number of properties within this remaining acreage. Incremental annexation by individual property owners will be the most likely method by which annexation occurs within this area.

Area 7. This is an area of about 120 acres located west of the NORAD and Fort Carson Interchange on State Highway 115. The NORAD access road crosses the site from east to west. Development north and south of the site is planned at urban intensities. There are two access points from the City onto the site, one from the north and one from the west. If the property develops at urban densities it should be within the jurisdiction of the City.

Eligible for Annexation But Not Recommended

Area 3. This area of approximately 406 acres is located south of Old Ranch Road along the east side of I-25. The area functions as an enclave but does not meet the statutory requirements, as the United States Air Force Academy borders the property on the west. This area is characterized by low-density residential development on individual water and wastewater systems. Most of the land is developed and thus the land use pattern is established. It is anticipated that this land use pattern will continue and redevelopment is unlikely. In general the City's policy has been to not annex these very low density residential areas.

Area 8. This area is located south and west of Powers Boulevard and just south of the Colorado Springs Airport and north of Fontaine Boulevard. It is positioned between the municipal airport and the Big Johnson Open Space. This area is within Sub-Area 4 of the 2003 Highway 94 Comprehensive Plan, one of El Paso County's Small Area Plans. The plan recognizes that a portion of the area within

Sub-Area 4 along Powers Boulevard and Bradley Road has potential for urban level development, and if developed at urban densities should be annexed into the City. Subsequent to the 2003 update to the Highway 94 Plan the Waterview Metropolitan District 1 was formed to provide urban services such as water and wastewater to the potential residential and commercial development. The formation of this district is the reason this area is no longer recommended for annexation.

Area 9. This is the Woodmen Valley area and is covered by a Small Area Plan approved by El Paso County in 1977. It is approximately 1100 acres and is characterized by low-density residential development on 2.5 and 5 acre lots. The major land use policy of the Woodmen Valley Small Area Plan is to maintain the area's low-density rural residential character. The Woodmen Valley area shares a lengthy border with the City of Colorado Springs and for that reason the area is eligible for annexation. The very low density residential character of the area makes the provision of city services, such as police, fire and street maintenance expensive. In general the City's policy has been to not annex these very low density residential areas.

Area 10. This area is generally along the City's eastern boundary between Falcon on the north and the southern point of the City limits. Rural Residential development is occurring in this area, creating a disincentive to eastward expansion of the City. Colorado Springs Utilities has purchased about 400 acres just east of the proposed reservoir site for the Southern Delivery System. The recommendation is to annex Colorado Springs Utilities ownership so that its entire facility will be located within the municipal boundary of the City of Colorado Springs.

Area 11. This area is located between Powers Boulevard on the east and State Highway 115 on the west. It includes Stratmoor Hills, Garden Valley and Security. Given the established land use pattern and the special districts that are providing municipal services, such as water, wastewater and fire protection, this area is not recommended for annexation.

City of Fountain

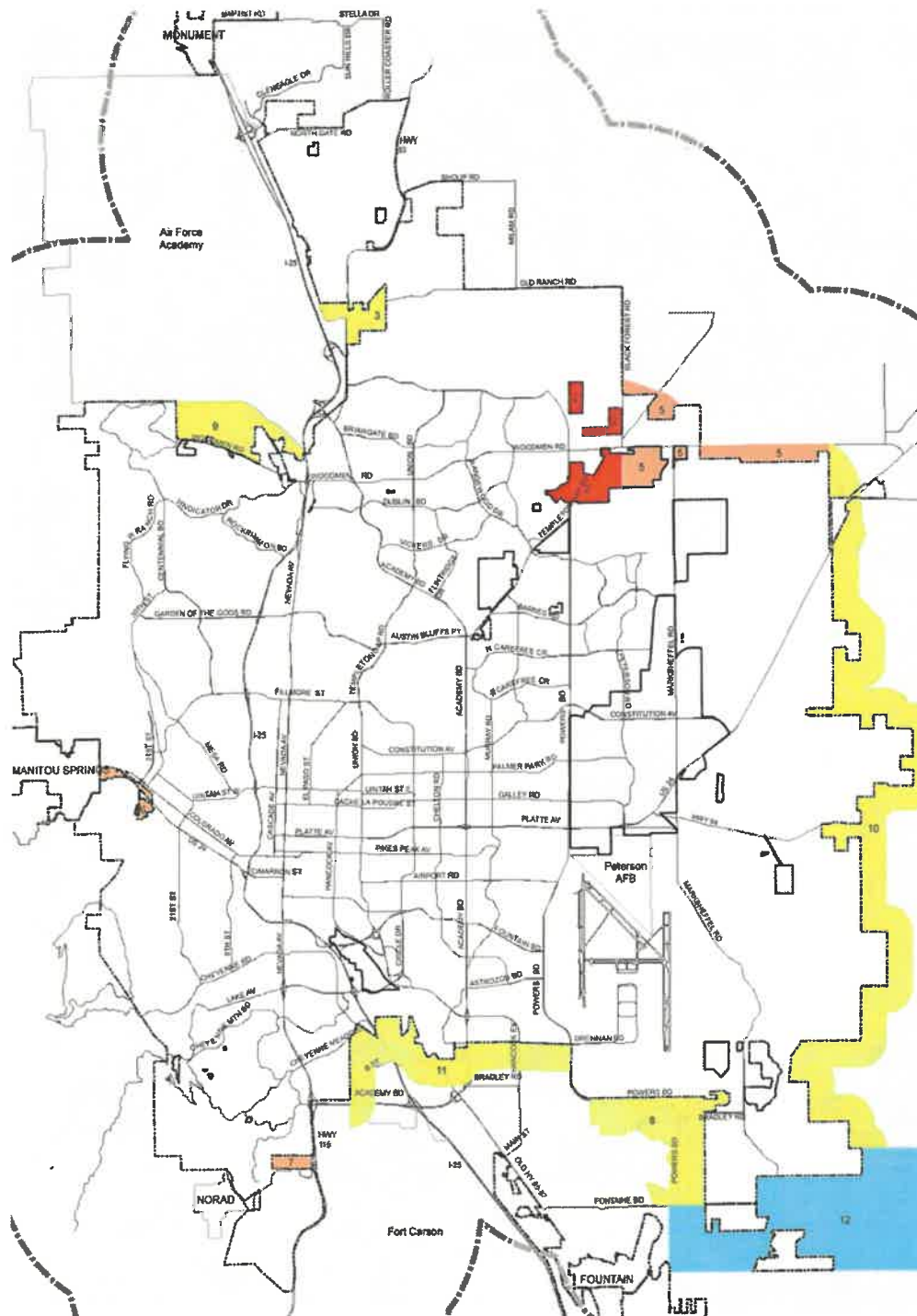
Area 12. This is an area generally south of Fountain Boulevard from Powers Boulevard east to the three-mile limit line. Much of this area is within the proposed growth area for the City of Fountain. In addition, with the expansion of Fort Carson several large urban level developments are under review by El Paso County. Over 12,000 dwelling units are proposed. The short term utility service in this location will be accommodated by either the City of Fountain or by special purpose districts.

RECOMMENDATION

- Delete the Potential Urban Growth Area as an Annexation Plan element. Much of the area that was designated in the PUGA in the mid 1980's has been annexed into the City and is undergoing development. In addition, there is significant urban level development

occurring in the county outside of the PUGA which renders the conceptual boundary moot.

- Do not annex unincorporated areas for which a special purpose district or metropolitan district has been created to provide water and or wastewater service.
- Continue to work with El Paso County on matters of annexation.



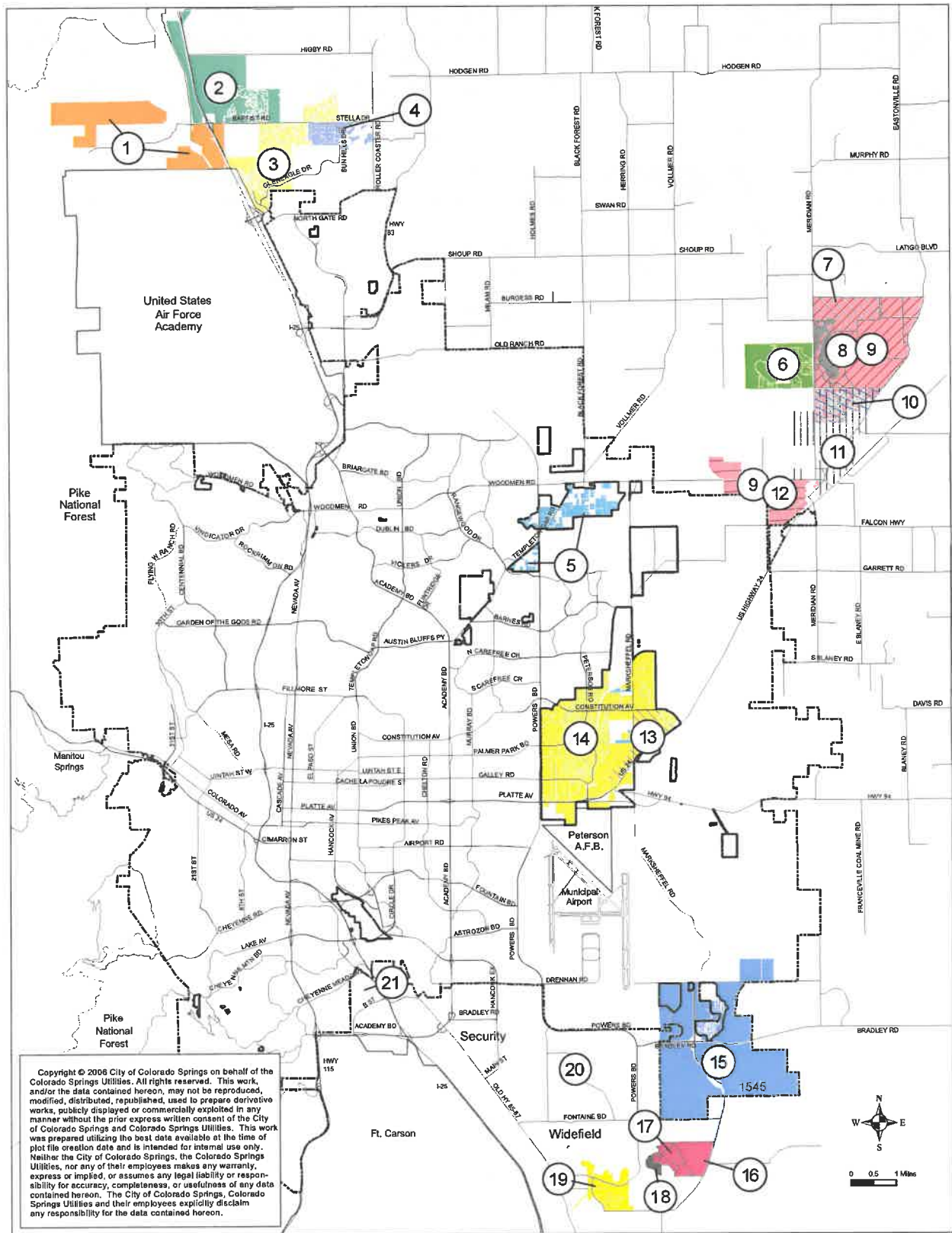
Map 3.1
City of Colorado Springs
Potential Annexation Areas



- Strongly Recommended for Annexation
- Recommended for Annexation
- Eligible for Annexation, but not recommended
- Potential Growth Area for the City of Fountain
- 3 Mile Buffer



Copyright © 2006 City of Colorado Springs on behalf of the Colorado Springs Utilities. All rights reserved. This work, and/or the data contained herein, may not be reproduced, modified, distributed, republished, used to prepare derivative works, publicly displayed or commercially exploited in any manner without the prior express written consent of the City of Colorado Springs and Colorado Springs Utilities. This work was prepared utilizing the best data available at the time of data collection and is intended for internal use only. Neither the City of Colorado Springs, the Colorado Springs Utilities, nor any of their employees makes any warranty, express or implied, or assumes any legal liability or responsibility for accuracy, completeness, or usefulness of any data contained herein. The City of Colorado Springs, Colorado Springs Utilities and their employees explicitly disclaim any responsibility for the data contained herein.



Map 3.2
City of Colorado Springs
Annexation Plan
Special & Metropolitan
Districts



Legend

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Forest Lakes Metropolitan District 2. Triview Metropolitan District 3. Donala Water & Sanitation District 4. Academy Water & Sanitation District 5. Metex Metropolitan District 6. Paint Brush Hills Metropolitan District 7. Meridian Service Metropolitan District 8. Meridian Ranch Metropolitan District 9. Woodmen Road Metropolitan District 10. Falcon Regional Trans Metropolitan District | <ul style="list-style-type: none"> 11. Woodmen Hills Metropolitan District 12. Falcon Highlands Metropolitan District 13. Central Marksheffel Metropolitan District 14. Cherokee Metropolitan District 15. Colorado Centre Metropolitan District 16.-18. Glen Metropolitan District 1,2,3 19. Cross Creek Metropolitan District 20. Waterview 21. Stratmoor Hills Water & Wastewater Metro Dist. |
|--|---|

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN CHAPTER 4 –ENCLAVES**

As the City has expanded, enclaves, remnants of land that are surrounded by the City, have remained within the jurisdiction of El Paso County. Comprehensive Plan Policy CIS 204 states that no additional enclaves be created and that a sequential process be undertaken to eliminate existing enclaves. For existing enclaves, the Comprehensive Plan strategies advocate a cooperative approach with the property owners and governmental entities to systematically eliminate enclaves.

There are 38 enclaves ranging in size from 2,500 square feet (0.057 of an acre) to 4,865 acres. Significant portions of the enclaves are developed at urban densities and are provided with a range of urban services by special purpose districts, El Paso County and Mountain View Electric. Colorado Springs Utilities provides portions of some enclaves with water and wastewater service on a case by case basis with the agreement of the property owner to annex to the city.

The issues associated with enclaves are varied and are described below:

Provision of Emergency Services

Law enforcement is provided by the El Paso County Sheriff and emergency medical service is by means of private service providers. Some enclaves are without structural fire protection. Many times the residents of these enclaves do not realize that the police and fire departments of the City Colorado Springs do not provide emergency response assistance. This confusion about jurisdiction can cause delays in emergency response times. When the City does provides emergency service to these areas there is no accompanying revenue through city property tax to help offset the cost of service.

Provision of Utility Service

When Colorado Springs Utilities provides water and/or wastewater service to property within an enclave, the property owner is required to sign an “agreement to annex” and pay all the appropriate Colorado springs Utilities development fees. Annexation prior to service is the focus of current policy relating to the extension of water service into enclaves. If the property for which annexation is requested meets the contiguity requirements the property owner must complete the annexation before service is granted. The City Code does allow for an exception to annexation prior to service policy. Section 7.6.210, Service Without Annexation, allows the City Council using its legislative discretion to provide service.

Upgrading Infrastructure

The property owner by signing the “agreement to annex” also agrees to build surface infrastructure, such as curb, gutter and sidewalks, to City standards when the property is formally annexed. As part of the agreement to annex, the City may grant a time delay in lieu of the construction of some or all of the improvements. However, since this new construction generally takes place in areas where the initial development was not constructed to City standards it can be impractical to enforce the more stringent urban infrastructure standards on a lot by lot basis. The result is urban intensity development

constructed to county infrastructure standards. The responsibility, cost and timing for the upgrading of the infrastructure becomes the major issue when annexation is necessary or desired by a majority of residents within the enclave. A major consideration associated with the annexation of enclaves is determining how to finance the upgrades to the infrastructure. This issue may be less applicable for the unincorporated areas developed more recently, as some county infrastructure standards now more closely reflect city standards.

State law allows the unilateral annexation of an enclave by the municipality. The configuration of the enclave's boundary must remain unchanged for three years before the municipality can begin the annexation process. Current city policy is to annex eligible properties within an enclave when the owner requests annexation. Generally these properties need City water service in order to be developed. This policy promotes the continuation of enclaves, because once a piece of the enclave is annexed the three-year clock is reset.

ENCLAVE CLASSIFICATIONS

Enclaves are divided into two classifications, simple and complex, based upon the types of issues associated with their potential applications. The more difficult and numerous the issues, the more likely it is that an area will remain unannexed.

Cimarron Hills, a 4,796 acre enclave located north of Colorado Springs Airport between Marksheffel Road and Powers Boulevard is unique. Land use and urban service issues all require separate consideration of the area.

Eleven enclaves remain from the City's very active period of annexation in the 1980's and seven new enclaves have been created since the Annexation Plan update in 2002. These new enclaves created since 2002 are a result of the Flying Horse, the Woodmen Heights and Red Rocks annexations. In addition early in the 1980's a major change to the Colorado annexation law eliminated the municipality's ability to unilaterally annex territory. This change made it more difficult, both practically and politically, to annex property without the consent of the property owner.

Simple Enclaves

There are 24 enclaves classified as simple as shown on Map 4.1. and listed on Table 4.1. The average size of these enclaves is 10.6 acres with the smallest (#11 and 24) being 0.057 acres and the largest (#13) being 57 acres. The simple enclaves are generally small in area with single a single owner. The simple enclaves are concentrated in four areas of the City. Seven are located in an east-west corridor between Woodmen Road and Dublin Boulevard. Eight are located in a north/south corridor in the far eastern part of the City and were created by the 1988 annexation of the Banning Lewis Ranch. Many of these are small and owned by a public utility or a railroad. The third area is in the southwest portion of the City and is a result of several annexations from the early 1980's. Finally with the annexation of Flying Horse Ranch three additional enclaves were created in the north portion of the City.

Table 2 indicates which of the simple enclaves is provided with services by a special district. It is anticipated that most of the simple enclaves would have limited additional service needs and therefore could be provided with City services without significant additional costs.

Issues

- If the City initiates the annexation process the cost for the preparation of annexation map and recording would be paid by the City. It is estimated that based on the level of difficulty an annexation plat may cost between 1,500 and 5,000 dollars.
- It is possible that enclave property owners would be unreceptive to annexation and therefore the annexation of the enclave would be unilateral. Without the cooperation of the property owner a negotiated annexation agreement would be unlikely.
- There are limited revenue gains but there are also limited service costs associated with the annexation of certain enclaves.
- Based on location, a specific annexation may improve efficiencies in emergency service, but could increase general city infrastructure maintenance costs, and could require Colorado Springs Utilities to pay any affected special district or utility for its reduction in service area.

**TABLE 4.1
Simple Enclaves**

Map Number	Tax ID Number	Owner	Land Use	Zone	Acres
1	63070-00-044	Woodmen Valley Chapel	Vacant	A1	0.65
2	63083-00-003	El Paso County	Vacant		0.69
3	63172-00-003	Mohl, Richard	Residential	A1	1.8
4	63094-00-006	City of Colo Spgs	Utility	R	2.1
7	53000-00-044	Colorado Interstate Corp	Vacant	RR3	0.34
8	53000-00-312	Colorado Interstate Corp	Vacant	RR3	0.34
9	53000-00313	Colorado Interstate Corp	Vacant	RR3	0.34
10	54000-00-146	Markwell, Inc	Residential	RR3	34.9
11		Banning Lewis Ranch Company, LLC.	Utility		0.057
12	54000-00-041	Chicago Pacific Corp & C/O Union Pacific Railroad	Vacant	RR3	3.35
13	54000-00-195	Banning Lewis Ranch Company, LLC.	Vacant	RR3	98.2
14	55032-01-001	Premier Properties Llc	Industrial	PID	10
15	64294-00-018	Firebaugh, Steven	Industrial	C2	1.5
16	75121-00-003	Sokal, Ralph	Residential	UND	5.1
17	75013-00-001	Maytag, Cornellia	Residential	A1	3.4
18	75021-00-009	Mcgrew Robert B	Residential	A1	15.2
19	75012-00-003	Knox, Barton	Residential	R	0.87
20	74034-00-027	Seva Holdings L L C	Commercial	C2	0.4
21	6200000036, 6200000516, 6221200001	State Highway Dept., Jovenchi-I LLC, International Bible Society	Commercial, Government and Right-of-way	RR3	57
22	6216300004 and 6216300005	Pulpit Rock Investments LLC	Residential and Vacant	RR3	26.5
23	6200000191	Western Museum of & Mining & Industry	Commercial	RR3	21
24	62282-04-016	City of Colorado Springs	Utility	RR3	0.057
25	5300000525	Spinnaker Properties	vacant	PBP	31.58
Total					315.37

Source: El Paso County Assessor's Records, 2005

TABLE 4.2
Simple Enclaves within Special Districts

Map Number	Tax ID Number	Fire Protection District	Water District	Sanitation District	Metro District
5	63130-03-005				Metex
5	63130-03-004				
7	53000-00-044	Falcon			
8	53000-00-312	Falcon			
9	53000-00313	Falcon			
10	54000-00-146				Ellicott Rec
12	54000-00-041				Ellicott Rec
13	54000-00-195				Ellicott Rec
14	55032-01-001				Colorado Center
15	64294-00-018	Stratmoor Hills	Stratmoor Hills	Stratmoor Hills	
17	75013-00-001	Broadmoor			
19	75012-00-003	Broadmoor			
21	62000-00-036 62000-00-516 62212-00-001	Donald Wescott			
22	62163-00-004 62163-00-005	Donald Wescott			
23	62000-00-191	Donald Wescott			
24	62280-04-016	Donald Wescott			
25	5300000525	Falcon			

Source: El Paso County Assessor's Records, 2005

Recommendation

Comprehensive Plan Policy CIS 204 supports the elimination of enclaves. Many of the simple enclaves have existed in the current shape for a number of years without creating any problems to the City in terms of service delivery. At this time there is no apparent need to annex most of the simple enclaves. Two of the simple enclaves are owned by the City of Colorado Springs (4 and 24) and one by El Paso County(3). These could be annexed and the anticipated cost for the preparation of the annexation maps, other legal documents and recording fees is approximately \$2,000 per property. It is anticipated that at the time of development the largest of the enclaves in the Banning Lewis Ranch will be annexed by the land owners in order to assure a synchronized development process.

Complex Enclaves

There are 15 enclaves classified as complex. They are shown on map 4.1 and listed in Table 4.3 and Table 4.4 Cimarron Hills. These areas range in size from 20 acres to 4865 acres. Multiple ownership, multiple land uses, and infrastructure not built to city standards characterize these areas. With these enclaves are located throughout the City, there are two areas of concentration. The first area is in the north central portion of the City along the Austin Bluffs Parkway corridor east of Academy Boulevard in an area commonly known as Park Vista. The second area is along Marksheffel Road north of US Highway 24. The largest in this second area is Cimarron Hills.

TABLE 4.3
Complex enclaves

ENCLAVE	TOTAL ACRES	RESIDENTIAL ACRES	COMMERCIAL ACRES	OFFICE ACRES	INDUSTRIAL ACRES	VACANT ACRES	(OTHER) ACRES
A	50.12	5.40	0.00	0.00	0.00	27.85	16.88
B	53.33	6.68	0.00	.32	0.15	29.44	16.74
C	372.15	229.41	2.36	0.41	9.47	57.78	72.73
D	151.62	98.56	0.00	0.00	13.95	29.90	9.21
E	20.66	19.99	0.00	0.00	0.00	0.00	0.67
F	798.00	566.35	0.00	0.00	0.00	147.60	84.06
G	290.89	86.27	0.00	0.00	0.00	137.77	66.85
H	159.91	0.00	0.00	0.00	0.00	159.91	0.00
I	335.90	43.84	3.85	7.63	18.39	150.94	111.24
J	47.71	0.00	47.70	0.00	0.00	0.01	0.00
K	25.59	18.87	0.00	0.00	0.00	4.37	2.36
L	844.22	338.60	8.83	4.92	21.9	355.8	114.17
M	329.07	181.08	22.24	0.00	0.00	67.78	57.97
N	135.50	21.10	14.59	0.83	22.02	10.57	66.39
Total	3614.67	1616.15	97.21	14.11	85.88	1179.72	619.27

Source: El Paso County Assessor's Records, 2005

These areas do not fall neatly into any distinct categories. Land use patterns within the various enclaves vary widely, and range from vacant to typical urban development patterns. The types are listed below:

- Rural large lot single family detached residential.
- Urban density single family detached residential.
- Strip commercial along an arterial with single family detached residential on the remainder.
- Educational retreat facilities
- Vacant

Issues

- Some enclaves are without structural fire protection. There are times when the City does respond to emergencies within enclaves. Since these areas do not pay property tax to the City, the service is being provided without compensation.
- There is potential confusion related to proper jurisdiction for emergency response.
- Some enclaves are provided with emergency response and utility service through special districts. Modifications to the boundaries of these service districts can be complicated, labor intensive and expensive.
- Utility extension without land use control and infrastructure built to City standards.
- There are various costs associated with the annexation of enclaves. In the enclaves where Colorado Springs Utilities provides service, property owners have signed agreements to annex. As part of the agreement the property owner consents to participate in the cost of annexation, which could include plat preparation and other legal documents plus participation in improvement districts for infrastructure.
- Current city policy is to extend utilities service in conjunction with annexation. If the property for which owners requests utility service is eligible for voluntary annexation the property owner must annex prior to the provision of service. One result of this policy is that much of the higher valued nonresidential property is annexed into the City leaving the lower valued property within El Paso County. This practice creates a disincentive for annexation of the remainder of the enclave.
- In order for the City to be able to unilaterally annex an enclave, the perimeter boundary of the enclave must remain unchanged for three years. Current policy requires annexation before utility extension. Each time a portion of the enclave is annexed the three year clock is reset.

Recommendation

Current policy, with some exceptions, requires annexation of property prior to the extension of water service. This policy causes the three year clock to be reset each time a portion of an enclave is annexed. Given the budget constraints and minimal revenue gain from the additional city property tax, the unilateral annexation of the complex enclaves by the city is not recommended.

Cimarron Hills

Cimarron Hills is unique because of its size and the scale of urban development. This area of 4,796 acres became an enclave with the annexation of the Banning-Lewis Ranch in 1988. Development of Cimarron Hills began in the early 1970's. There is the full range of development from single family detached to commercial and industrial. Table 4.4 lists the land use categories and the total acreage for each category. Also included in the land use mix are some parks and two golf courses. Most of the urban services are provided by the Cherokee Metropolitan District, including:

- Water
- Wastewater
- Street Lights
- Parks
- Golf Course

Two fire protection districts, Falcon and Cimarron Hills, provide service within this enclave. In general the Cimarron Hills service district is west of Marksheffel Road and Falcon serves the area east of Marksheffel Road. In a broad sense Cimarron Hills functions as a City without a police department.

TABLE 4.4
Cimarron Hills

ENCLAVE	TOTAL ACRES	RESIDENTIAL ACRES	COMMERCIAL ACRES	OFFICE ACRES	INDUSTRIAL ACRES	VACANT ACRES	(OTHER) ACRES
Cimarron Hills	4,796	1,052	111	41	785	1,634	1,173

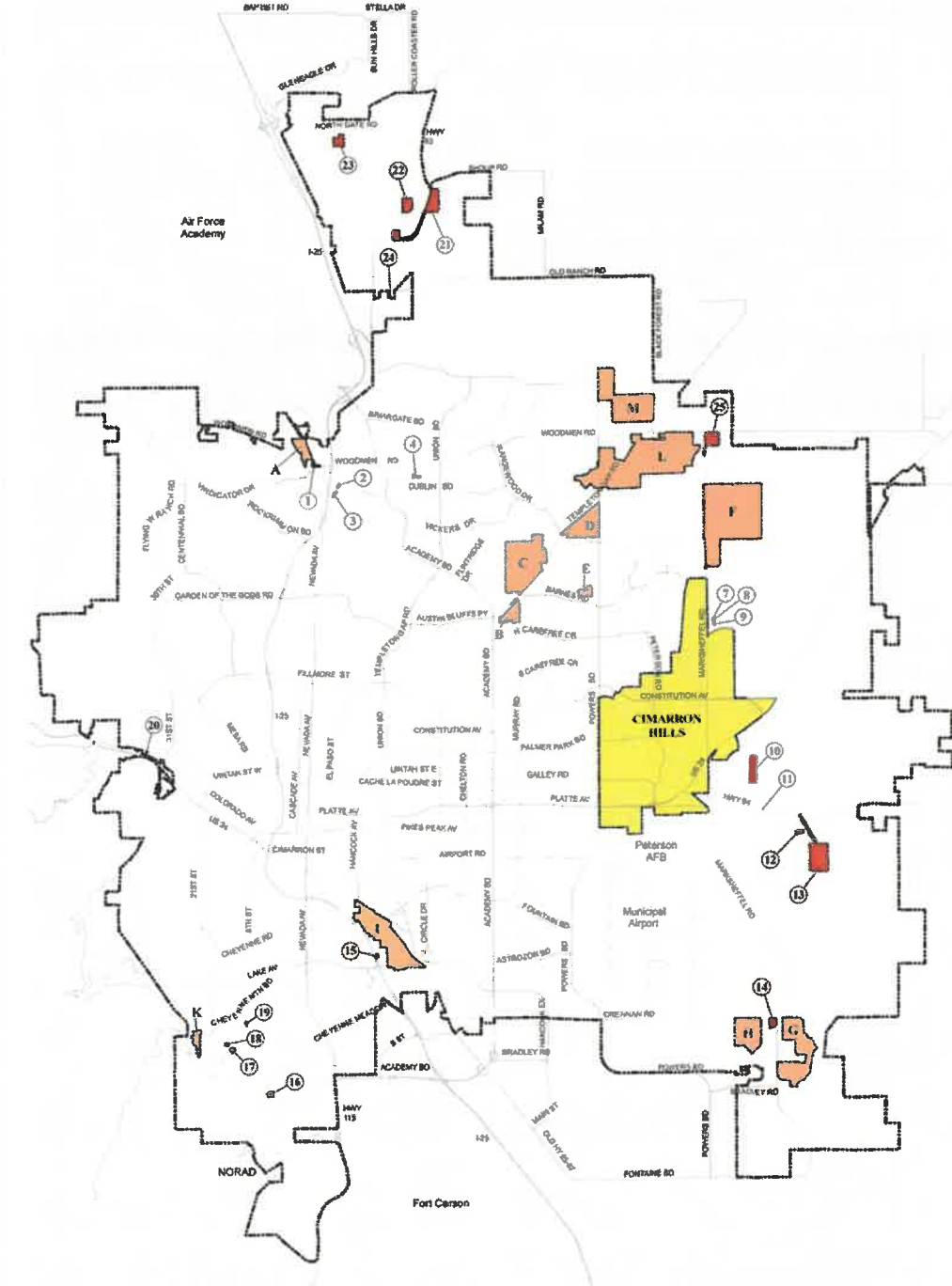
Source: El Paso County Assessor's Records, 2005

Issues

- Of all the enclaves Cimarron Hills contains the greatest variety and intensity of development. Because of the level of existing development the cost of integrating and upgrading the infrastructure to city standards would likely be considerable.
- Because of its size, Cimarron Hills will make the efficient provision of emergency services to the extreme eastern portions of the City difficult. This can cause particular problems for the police department with their need for backup.
- The cost to takeover or buyout the Mountain View services territory and the Cherokee Metropolitan District by the Colorado Springs Utilities could be prohibitive.

Recommendation

Cimarron Hills Should remain as an enclave.



Map 4.1
City of Colorado Springs
Enclaves

- Legend
- Simple Enclaves
 - Cimarron Hills
 - Complex Enclaves



Copyright © 2006 City of Colorado Springs on behalf of the Colorado Springs Utilities. All rights reserved. This map, and/or the data contained herein, may not be reproduced, stored, distributed, published, used in public derivative works, publicly displayed or disseminated, or used in any way without the prior express written consent of the City of Colorado Springs and Colorado Springs Utilities. The work was prepared using the best data available at the time of map production date and is intended for internal use only. Neither the City of Colorado Springs, the Colorado Springs Utilities, nor any of their employees makes any warranty, express or implied, as to the accuracy or responsibility for accuracy, completeness, or usefulness of any data contained herein. The City of Colorado Springs, Colorado Springs Utilities and their employees accept no liability for any responsibility for the data contained herein.

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
APPENDICES
TABLE OF CONTENTS**

- Appendix I** City of Colorado Springs Comprehensive Plan Policies
- Appendix II** City Code of Colorado Springs Chapter 7 Zoning
Article 6 Subdivision Regulations
- Appendix III** El Paso County Policy Plan Policies Relating to Annexation
- Appendix IV** El Paso County Small Area Comprehensive Plans

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
APPENDIX I - COLORADO SPRINGS
COMPREHENSIVE PLAN POLICIES RELATING TO ANNEXATION**

Chapter Two Regional Growth and Planning

Objective LU 1: Improve Regional Planning For Growth

The impact of growth on our community is not only a local issue; it is a regional issue as well. Without better coordination between governmental entities in our region we will see more haphazard patterns of development, greater increases in traffic congestion, duplication of services, fiscal inequalities, and uneven standards for infrastructure and services. Coordinating actions of the City with other governments and agencies, both in the Pikes Peak region and at the state and federal levels, is the first step toward more effective regional planning.

Policy LU 101: Promote Intergovernmental Cooperation

Pursue opportunities for regional growth planning with El Paso County and other member governments of the Pikes Peak Area Council of Governments, local federal installations, Colorado Springs Utilities, special service districts, local school districts, and affected state and federal agencies.

Strategy LU 101a: Develop a Shared Regional Planning Information Base

Create a common database for planning by collecting and sharing regional information in a common format among the various organizations in the Pikes Peak region. Supplement regional information sharing with regular meetings of designated representatives of regional entities to identify and discuss trends, projections, and opportunities for coordination.

Strategy LU 101b: Coordinate the Extension and Provision of Water and Wastewater Services within the City and the Region

Coordinate the extension and provision of water and wastewater service by Colorado Springs Utilities within the City limits and by special service districts outside of the City in order to promote orderly and fiscally responsible regional development.

Strategy LU 101c: Support Cooperative Efforts for a Regional Transportation System

Continue to support the cooperative efforts to plan, fund, build, and maintain a regional transportation system for vehicles, transit, bicycles and pedestrians with other governmental entities, agencies, and organizations.

Strategy LU 101d: Promote Intergovernmental Cooperation in Annexation Planning

Cooperate with El Paso County and other affected local governments in the development and maintenance of the City's Annexation Plan.

Strategy LU 101e: Support Cooperative Efforts to Create a Regional Trails and Open Space System

Cooperate with El Paso County and other jurisdictions and agencies to create a region wide system of trails and open space.

Policy LU 102: Promote Coordinated and Compatible Development within the Potential Urban Growth Area

Pursue intergovernmental agreements with El Paso County and the City of Fountain in order to coordinate development within the defined Potential Urban Growth Area and ensure that it is compatible with City standards and policies.

Strategy LU 102a: Review Boundaries of the Potential Urban Growth Area

Review the boundaries of the defined Potential Urban Growth Area of the City and readjust them to reflect current and projected development patterns.

Strategy LU 102b: Promote Cooperative Planning within the Potential Urban Growth Area

Promote cooperative planning within the Potential Urban Growth Area to:

- provide adequate urban services and infrastructure;
- coordinate the review of development proposals; and
- coordinate long range plans for infrastructure and services, including, but not limited to, transportation, parks, open space, air quality, fire protection, police, utilities, and drainage.

Strategy LU 102c: Initiate a Process to Establish Common Development Standards and to Coordinate Development within the Potential Urban Growth Area

Initiate a process to coordinate development and establish common development standards within the Potential Urban Growth Area. Utilize the 1985 memorandum of understanding entitled "A Cooperative Planning Agreement between the City of Colorado Springs, El Paso County and the City of Fountain" as the starting point for that process.

Strategy LU 102d: Work with El Paso County to Contain Development at Urban Intensities within the Boundaries of the City or Other Municipalities

Cooperate with El Paso County to encourage the location of development at urban intensities, generally greater than two dwelling units per gross acre, either within the City or within another municipality capable of providing the full range of urban services.

Strategy LU 102e: Cooperate with El Paso County to Coordinate Planning and Development within the Potential Annexation Areas as Designated on the City's 2020 Land Use Map

Coordinate the City's and County's land use planning and development review process for all areas within the Potential Annexation Areas designated on the City's 2020 Land Use Map.

Strategy LU 102f: Cooperate with El Paso County in Reviewing Subdivision Proposals within Three Miles of City Limits

Cooperate with El Paso County in reviewing proposed subdivisions outside of the City limits, but within the three-mile territorial limit established under Colorado State statutes, in order to provide the opportunity for the City to make recommendations regarding layout, traffic, circulation, and compliance with the City's Comprehensive Plan.

Strategy LU 102g: Pursue Opportunities for Joint Funding of Regional Multi-use Facilities

Pursue opportunities with other local government entities for joint funding of regional multi-use facilities such as parks, open space, drainage ways, and transportation corridors, and joint school/community facilities.

Chapter 4 Community Infrastructure and Services

Objective CIS 2: Annexations will Benefit the City

Annexations will be a benefit to the City and will occur in a manner that ensures a logical and sequential extension of the City's boundary.

Annexation is the process by which municipalities incorporate new territory, and is one of the most dramatic and lasting actions a municipality takes. A thorough evaluation of the costs and benefits of servicing the new area should be carried out prior to the approval of an annexation.

Policy CIS 201: Annexations Will Occur in Accordance with State Law

Annexation of territory to the City will be in accordance with Section 30 (Right to Vote or Petition on Annexation) of Article II of the Colorado Constitution and the Municipal Annexation Act of 1965 (C.R.S. Sec 31-12-101, as amended).

Strategy CIS 201a: Ensure that Annexation Requests are in Compliance with State Law

Review annexation requests to meet all statutory requirements for annexations according to the laws of the State of Colorado. If requests are not in compliance with state statutes, work with those requesting annexation to correct any deficiencies.

Strategy CIS 201b: Maintain Annexation Plan

Maintain a current Annexation Plan to guide the City's annexation decisions.

Policy CIS 202: Annexations Will be a Benefit to the City

Evaluate proposed annexations to determine if the request is a benefit to the City.

Strategy CIS 202a: Evaluate Annexations to Determine if They Will Benefit the City

Evaluate an annexation's benefit to the City based on the following criteria:

- The short and long-term fiscal impact of extending City services;
- The impact a development area may have upon the City if it is not annexed;
- Any necessary capital improvements and anticipated revenues generated by the proposed development;

- Employment opportunity;
- Consistency with the Colorado Springs Utilities Water Resources Plan;
- Improved stormwater management including stormwater quality controls;
- Improved public transportation;
- Diversification of the economic base;
 - The City's ability to accommodate projected population increases;
 - The efficiencies of adding the annexation to the City;
 - Effect on air quality; and
 - Impact on environmental quality.

Strategy CIS 202b: Require Master Plans for Annexation Requests

Require a master land use plan to be included and approved by the City prior to final approval of the annexation. The master plan will include a phasing plan and may need to be supported by adequate and appropriate financial performance guarantees relating to phasing of the master plan.

Strategy CIS 202c: Ensure Sufficient Water and Wastewater Facilities

Colorado Springs Utilities will review annexation requests to assess the sufficiency of current and projected water and wastewater facilities available for present and projected needs consistent with Colorado Springs Utilities policy direction.

Policy CIS 203: Development will be Consistent with Long Range Plans

Phase development in compliance with the Strategic Network of Long-range Plans for infrastructure and services in a cost-effective and predictable manner.

Strategy CIS 203a: Establish Timing of Development

Establish the phasing of development and the initial level of City services through an annexation agreement between the City and property owners seeking either annexation or City services.

Policy CIS 204: Avoid Creating Enclaves and Eliminate Existing Enclaves

Avoid annexations that create enclaves, and begin the sequential process of annexing existing enclaves.

Strategy CIS 204a: Avoid Enclaves

Work with property owners requesting annexations to avoid creating enclaves. Annexations that create enclaves will not be approved.

Strategy CIS 204b: Identify and Annex Existing Enclaves

Identify all existing enclaves and create a phasing plan for their annexation. Identify infrastructure and service deficiencies based upon current Level of Service standards. Determine how the costs will be paid if the enclave requires infrastructure up-grades to be consistent with City standards.

Strategy CIS 204c: Foster Cooperation to Annex Enclaves

Develop cooperative approaches with area property owners, El Paso County and other governmental entities that equitably address the unique issues associated with the annexation of enclaves and peninsulas.

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
APENDIX II – CITY CODE OF COLORADO SPRINGS
CHAPTER 7 ZONING
ARTICLE 6 SUBDIVISION REGULATIONS**

PART 2 ANNEXATIONS

- 7.6.201: Purpose
- 7.6.202: Comply with State Laws
- 7.6.203: Conditions for Annexation
- 7.6.204: Rights of City
- 7.6.205: Annexation Agreements for City Services
- 7.6.206: Procedure for Handling Requests
- 7.6.207: Water Service Previously Granted Outside City
- 7.6.208: Service Subsequent to Annexation
- 7.6.209: Service Pending Annexation
- 7.6.210: Service without Annexation

7.6.201: PURPOSE:

City Charter § 6-70 requires that extension policies for the services provided by the Utilities be established by the City Council.

City Council believes that definite statements need to be made in order to establish a policy pertaining to the provision and extension of water or wastewater, or both, to consumers outside the City limits whom own or occupy land not presently eligible for annexation.

POLICY STATEMENTS

The Citizens of the City are the owners of water provided to themselves and to consumers outside the City limits. The monies collected from development charges and the revenues generated by sale of water and processing of wastewater are necessary to pay for the acquisition and development of the water and the construction, operation and maintenance of the water and wastewater facilities.

The City must consider the future water and wastewater needs of areas outside the corporate limits if the Pikes Peak urban area is to continue to grow to accommodate anticipated population. However, in considering the future water and wastewater needs of areas outside the City, consideration must be given to the capacity to serve within the corporate limits of the City.

The extension or provision of water or wastewater, or both, is a method of fostering compatible land use and development inside and outside the City limits, and should be handled in a manner which will ensure sound land use relationships and promote orderly development.

Persons inside the City limits who receive water or wastewater services must comply with City ordinances including but not limited to construction, fire protection, subdivision, zoning and health codes. Such persons must pay ad valorem taxes upon their real property. It seems only reasonable, then that persons outside the City limits who desire

water or wastewater services should be required to do no less than those who receive such services inside the City, as well as pay additional fees for such services.

There is a need to sell water and process wastewater for revenues to meet the costs of owning and operating the City's water and wastewater system, and the need to ensure that land use and development outside of the corporate limits of the City is compatible with land use within the City and will not have an adverse impact on the City and its facilities, public and private.

There is no obligation imposed by general law upon the City to permit any of the City's water to be used outside its boundaries. Neither is there an obligation under general law to reserve water for undeveloped land presently within the City's boundaries. (Ord. 88-174; Ord. 93-106)

7.6.202: COMPLY WITH STATE LAWS:

Annexation, consolidation or disconnection of territory to or from the City shall be in accord with Article II of the Colorado Constitution and the Municipal Annexation Act of 1965 (C.R.S. § 31_12_101, *et. seq.* (Bill of Rights)) as it exists now or may later be amended. (Ord. 88-174)

7.6.203: CONDITIONS FOR ANNEXATION:

To assist the City Council in its decision, each proposal for annexation shall be studied to determine whether:

The area proposed to be annexed is a logical extension of the City's boundary;

The development of the area proposed to be annexed will be beneficial to the City. Financial considerations, although important, are not the only criteria and shall not be the sole measure of benefit to the City;

There is a projected available water surplus at the time of request;

The existing and projected water facilities and/or wastewater facilities of the City are expected to be sufficient for the present and projected needs for the foreseeable future to serve all present users whether within or outside the corporate limits of the City;

The annexation can be effected at the time the utilities are extended or at some time in the future.

The City shall require as a condition of annexation the transfer of title to all groundwater underlying the land proposed to be annexed. Should such groundwater be separated from the land or otherwise be unavailable for transfer to the City, the City, at its discretion, may either refuse annexation or require

payment commensurate with the value of such groundwater as a condition of annexation. The value of such groundwater shall be determined by the Utilities based on market conditions as presently exist.

All rights-of-way or easements required by the Utilities necessary to serve the proposed annexation, to serve beyond the annexation, and for system integrity, shall be granted to the Utilities. Utilities, at the time of utility system development, shall determine such rights-of-way and easements.

If the proposed annexation to the City overlaps an existing service area of another utility, the applicant shall petition the PUC (Public Utilities Commission) or other governing authority to revise the service area such that the new service area will be contiguous to the new corporate boundary of the City.

After the foregoing have been studied in such depth as the City Council shall require, the City Council in its discretion may annex or not annex the proposed area. In the event the City Council chooses to annex, it may require a contemporary annexation agreement specifying the installation and the time of installation of certain public and utility improvements, both on-site and off-site, that are required or not required under the Subsection Code. City Council may specify such other requirements, as it deems necessary. In the event the City Council chooses not to annex, utilities shall not be extended unless Council is assured that an agreement for annexation can be enforced, and that the remaining provisions of this Section for annexation subsequent to extension of utilities have been met. (Ord. 88-174)

7.6.204: RIGHTS OF CITY:

This Part shall not be construed to create any rights or cause of action in any person or land, whether or not the same is eligible for annexation, to demand or receive water or wastewater or other Municipal service. The City has never previously and does not now assert exclusive control over the right to serve areas outside the corporate limits of the City with water and wastewater. Areas and activities outside the corporate limits of the City are free to obtain water and wastewater services from any other sources.

The right of the City Council to restrict and regulate the use of City water within or outside the City limits shall not be abridged by anything contained in this Section. The City Council hereby declares the policy of the City to be that water belonging to the City is in no way allocated to a particular parcel of land until such land is developed and water applied to actual use upon such land. Nothing in this Section shall be construed to confer upon undeveloped land within the City limits, as such City limits exist at the time of adoption of this Section or as such City limits may be hereinafter altered by annexation or disconnection, any right to the preservation of existing water rights or quantities of water for the sole and exclusive use of such land.

In the interest of the citizens of the City, City Council will not extend water or wastewater service into any area which is not presently included within the Utilities electric service area. An exception to this policy may be made if the area requesting service can be annexed to the City at the time of utility extension and included in the electric service area upon such annexation. (Ord. 81-50; Ord. 93-106)

7.6.205: ANNEXATION AGREEMENTS FOR CITY SERVICES:

As a condition precedent to the supplying of City water or wastewater services, or both, to land outside the limits of the City, under Article 6, Part 2 the City shall require an agreement executed by the owners in fee of the real property so supplied, which agreement shall provide, among other conditions as the City Council may impose, that the owners shall petition for and consent to the annexation of the area to be supplied with such City services to the City at such future date as the area supplied or any portion thereof, becomes both eligible for annexation pursuant to Section 30 of Article II of the Colorado Constitution and the Municipal Annexation Act of 1965, as it now exists or may hereafter be amended or as it may be modified by section 30 of Article II of the Colorado Constitution, and is found by the City Council to be proper for annexation to the City under the provisions of Article 6, Part 1.

It is recognized that a court determination may be required in order to satisfy the provisions of Article 6, Part 2.

Such agreement shall be reported to the City Council at the next regular Council meeting following its execution. Such agreement shall then be recorded and shall run with the land and be binding on the heirs, assigns and successors in interest of the signers. (Ord. 81-50)

7.6.206: PROCEDURE FOR HANDLING REQUESTS:

An application for water or wastewater service for premises outside the corporate limits of the City may be granted by the City Council upon finding that all conditions set forth in Article 6, Part 2 have been met by the applicant. In its discretion, the City Council may require that studies addressing the considerations expressed in Article 6, Part 2, be prepared as a condition precedent to the granting of water or wastewater services or both.

In no event is City Council legally obligated to serve water or wastewater outside the City limits.

In the event that the City Council authorizes the extension of water or wastewater or both services outside the City boundaries, such decision shall be considered a matter of legislative discretion and not subject to judicial review. Neither shall such decision constitute a precedent controlling other pending or future applications for extraterritorial service. (Ord. 81-50)

7.6.207: WATER SERVICE PREVIOUSLY GRANTED OUTSIDE CITY:

Any request for a change of use of previously granted municipal services shall be considered and administered as a new application for such municipal service and shall be subject to all of the provisions and requirements as set forth in Article 6, Part 2. (Ord. 81-50)

7.6.208: SERVICE SUBSEQUENT TO ANNEXATION:

Except as otherwise provided in this Section, land which at the time of request for service is eligible for annexation to the City under Section 30 of Article II of the Colorado Constitution and the Municipal Annexation Act of 1965 as it now exists or may hereafter be amended and which meets the provisions of Article 6, Part 2, as determined by City Council, shall be annexed to the City before receiving City water or wastewater service or both except as provided in Article 6, Part 2. (Ord. 88-174)

7.6.209: SERVICE PENDING ANNEXATION:

For good cause shown, the City Council may approve the delivery of water or wastewater service, or both, pending completion of annexation. As used in this subsection, good cause is any reason which in the opinion of City Council:

Would cause unnecessary delay to the annexor in commencing work on the proposed development; or

Would impose an unnecessary economic hardship upon the annexor, without any compensating advantage or benefit to the City or its citizens. In any event, the City Council hereby declares that its discretion in determining the existence or non-existence of good cause is a legislative act and is not subject to judicial review.

A petition for annexation, subject to such conditions as City Council in its discretion may impose, must be first filed before a permit or permits for such water or wastewater service shall be issued or any work commence to extend such water or wastewater service beyond the City limits existing at that time. Once filed such petition cannot be withdrawn except with express permission of the City Council and shall be pursued by the annexor and affected City departments to a speedy conclusion. Authorization for water or wastewater extension beyond the City limits may be withdrawn by the City Council without notice to the annexor at any time prior to any substantial change of position (expenditure of time or money) by the in reliance on such authorization.

All required fees shall be payable in advance of the issuance of permit(s) for the requested service(s) and no fee or portion thereof shall be refunded.

In no event shall this Section be used if annexation subsequent to the extension of utilities cannot be assured under the provisions of Section 30 of Article II of the Colorado Constitution. (Ord. 88-174)

7.6.210: SERVICE WITHOUT ANNEXATION:

In its legislative discretion the City Council may authorize the delivery of water or wastewater services or both to land otherwise eligible for annexation under the criteria of the Municipal Annexation Act of 1965 but which the Council decides not to annex for failure to meet the provisions of Article 6, Part 2. Further, in exercising its discretion the City Council shall consider, among such other values and matters as may be presented to it, the following:

A. Estimated immediate and long-range costs to the City under development plans proposed by the annexor, which cost estimates shall include but need not be limited to:

1. THE COST OF EXTENDING EXISTING CITY SERVICES. Examples of capital improvements are bridges, arterial streets, major drainage improvements, parks and park improvements and the maintenance and operation of such improvements;
2. The nature and the cost of City-financed capital improvements made necessary¹ by the proposed annexation when developed;²
3. The time schedule as proposed by the annexor over which such costs would be extended.

B. Revenues expected to be generated by proposed development within the area proposed to be annexed³.

C. Other benefits to the City for which there is no readily acceptable method of computation except subjective judgment⁴.

D. In addition, the City Council shall consider whether.

1. There is a projected available water surplus at the time of request.

¹The state of development of land being considered for annexation will have considerable bearing on the question of necessity. For example, if partially or fully developed areas are under consideration there may be no need for additional improvements in the absence of significant hazard to the public health, safety and welfare.

²While not directly City-related expense, consideration should also be given to costs incurred by other governmental entities, e.g., school districts, County sheriff's office, etc., resulting from proposed development within the area under construction. While it is arguable that such costs will occur regardless of annexation, such development is not likely to occur without a ready availability of water and wastewater services.

³Examples of such revenues are ad valorem taxes from the land, and improvements situated and to be situated there, sales and use taxes from commercial development therein, increased revenue sharing or other grant funds resulting from increased population, increased income taxes and the like.

⁴Examples of such intangible benefits are increased employment opportunity, improved wastewater management, improved drainage control, improved public transportation, diversification of economic base (i.e., industry of a differing type as opposed to more industry of the same or allied type).

2. The existing and projected water facilities and/or wastewater facilities of the City are expected to be sufficient for the present and projected needs for the foreseeable future to serve all present users whether within or outside the corporate limits of the City.
3. The owner of the land to be served has executed an annexation agreement in the form required by the City. Such annexation agreement shall be attached to the application.
4. The proposed use of the land to be served is compatible with the use of adjacent land areas and to the extent acceptable to and approved by the City Council is in conformance with the plan of the Pikes Peak Area Council of Governments Urban Area Policy Committee. Such proposed land use shall be submitted to the government entity having land use planning jurisdiction thereover for comment at least 30 days before final Council action on the request for services.
5. Water and wastewater development and other applicable utility fees will be paid, and the owner of the land to be served has agreed to abide by all conditions and terms of the Colorado Springs Utilities⁵. Water and wastewater extension policies are available at the office of the Utilities Executive Director. (Ord. 98-185)
6. The development of the land to which the water and wastewater services are to be provided is in conformance with those provisions of this Code, as amended, as are applicable to land development within the corporate limits of the City or adequate assurances are made that development of the land will be in compliance with City codes. Assurances of such conformance may be in the form of cash deposit, corporate surety bond, letter of credit or other assurance which the City Attorney shall approve as to form and the City Engineer shall approve as to amount. Compliance with City codes pertaining to land development may require but shall not be limited to:
 - a. Provision for required school/park sites or fees in lieu thereof to the applicable jurisdictions⁶.
 - b. Dedication, design and construction of required streets, sidewalks, curbs, gutters and utilities, including telephone, to City standards or to the standards of the entity having responsibility for maintenance thereof, whichever standard is more strict⁷.

⁵ Water and wastewater extension policies are available at the office of the Utilities Director.

⁶ See Chapter 7, Articles 10-16.

⁷ See City Engineer "Standard Specification" available at the office of the City Engineer.

- c. Dedication of easements including but not limited to utility, including telephone and drainage easements as required by the Subdivision Code⁸.
- d. Provision for necessary drainage facilities or the payment of drainage fees and arterial roadway bridge fees⁹.
- e. The City shall require, as a condition of service without annexation, the transfer of title to all groundwater underlying the land proposed to be served with water and wastewater services. Should such groundwater be separated from the land or otherwise be unavailable for transfer to the City, the City, at its discretion, may either refuse such service without annexation or require payment commensurate with the value of such groundwater as a condition of service without annexation. The value of such groundwater shall be determined by the Utilities, based on market conditions as presently exist.

Whether the annexation agreement referred to in Subsection D(3) can be legally enforced under Section 30 of Article II of the Colorado Constitution and the Municipal Annexation Act of 1965 as modified by Section 30 of Article II of the Constitution. (Ord. 88-174; Ord. 93-106)

⁸ See the Subdivision Code.

⁹ See the Part 9 and 10 of the Subdivision Code.

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
APPENDIX III - EL PASO COUNTY POLICY PLAN
POLICIES RELATING TO ANNEXATION**

Goal 6.6 Encourage cooperative intergovernmental land use planning and coordination among the County, its municipalities and other governmental entities.

Policy 6.6.1

Support the municipal annexation of enclaves and other developed urban density areas, unless these areas are currently being provided with both adequate and cost-effective facilities and services.

Policy 6.6.2

Encourage municipalities to undertake complete or at least phased annexations of enclaves and other largely surrounded areas in order to avoid the problems associated with piecemeal annexations. Alternately, the cost-effectiveness of annexing remaining enclaves should be considered within the context of the overall area.

Policy 6.6.3

Encourage municipalities to utilize annexation policies which have the effect of either avoiding or remedying the service and public safety problems associated with irregular city boundaries.

Policy 6.6.4

Encourage municipalities to use appropriate flexibility in applying development standards and allocating cost in conjunction with annexation of fully or partially developed areas.

Policy 6.6.5

Support the adoption of intergovernmental policies which address land use issues of mutual concern (including development timing, phasing, location and standards) in agreed-upon City/County Cooperative Planning Areas.

Policy 6.6.6

Consider the development of cooperative building, zoning and infrastructure standards in areas that interface with municipalities and military properties.

**CITY OF COLORADO SPRINGS
2006 ANNEXATION PLAN
APPENDIX IV - EL PASO COUNTY
SMALL AREA COMPREHENSIVE PLANS**

Black Forest (1987)

Falcon/Payton (1993)

Highway 94 Comprehensive Plan (2003)

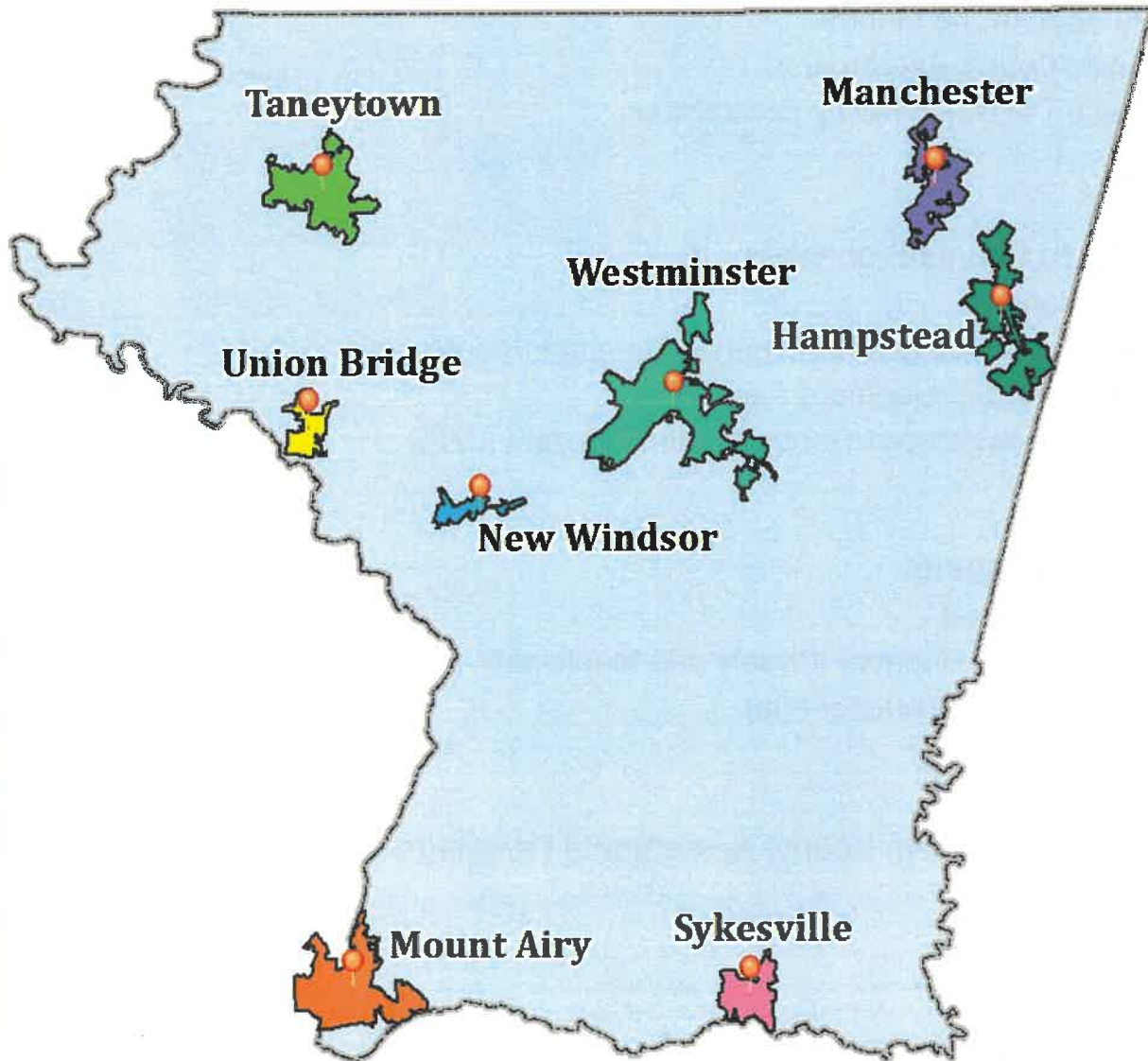
Southwestern (1990)

Tri-Lakes (2000)

Ute Pass (1982)

Woodmen Valley (1977)

Guide to County and Municipal Planning Processes



**Carroll County Department of Planning
April 2021**

TABLE OF CONTENTS

Introduction

- Purpose of the Manual 3
- Town/County Agreements 3
- Liaison to the Planning Commission 3

Town to County Processes

- Annexations 5
- Water and Sewer Amendments/Triennial Update 8
- Review of Development Plans 12
- State Consolidated Transportation Program (CTP) 14

General Reports

- Annual Report 15
- Master Plan Updates (County and Municipal) 17
- Transportation Master Plan 18

Appendix A: Town County Agreements Language 19

Purpose of the Manual

To provide a guide for municipal staff and officials on the County's, planning related, role in assisting and collaborating on various plans, projects and planning related state mandates. This manual will be updated and distributed yearly to reflect any changes throughout the previous year.

Town/County Agreements

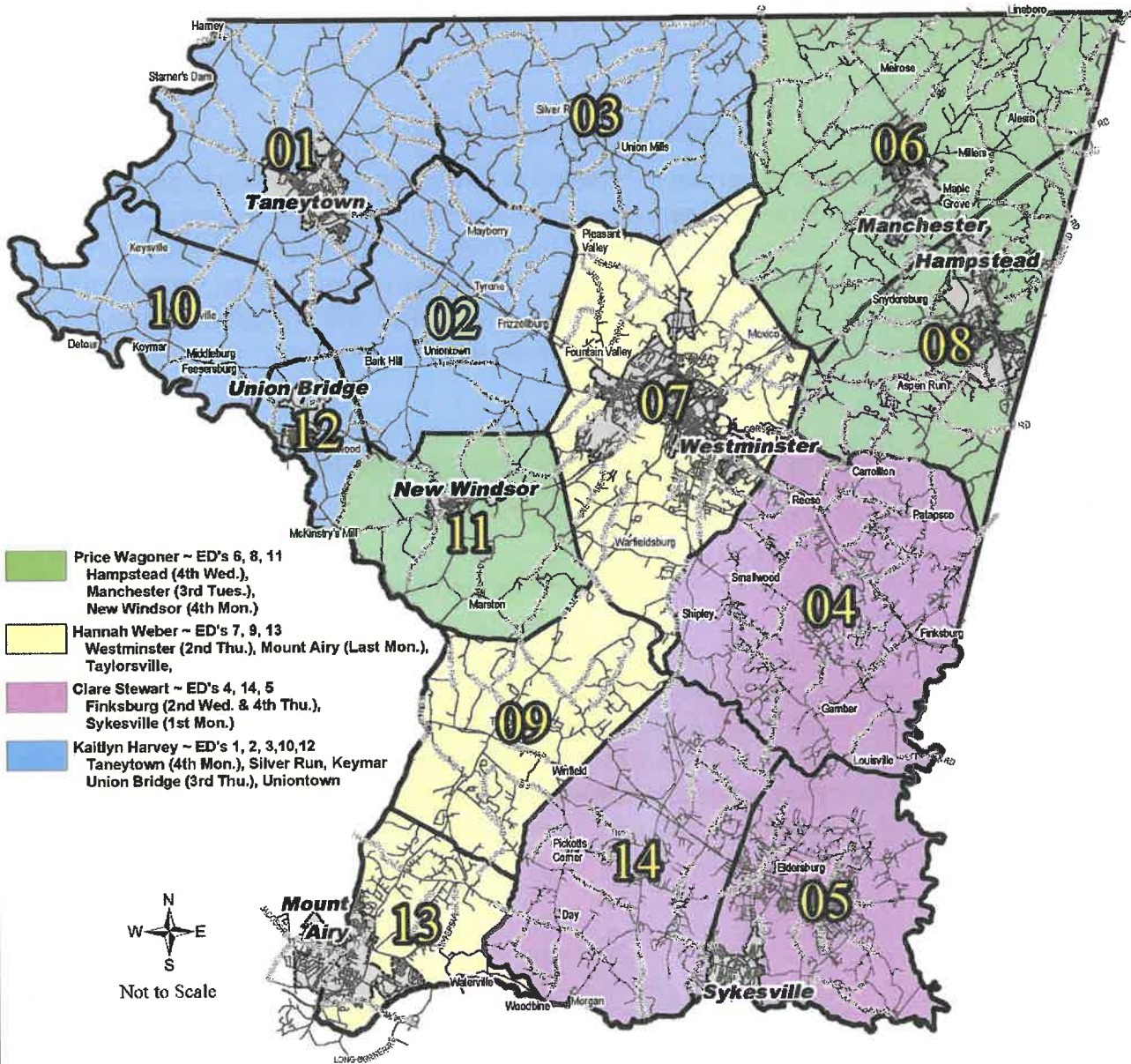
The Town/County Agreements pertain to "sharing of funds and participation in planning and other governmental functions" between a town and the County Commissioners of Carroll County. The agreement lists necessary roles of the Towns and the County for planning and development related processes like annexations, Master Plan amendments, rezoning's, concept plans, etc. See Appendix A (page 19) for excerpts from the 2020-2021 Town/County Agreements pertaining to planning and development related processes.

County Liaison to Municipal Planning Commission

This is an ongoing function of the County Planning Department. A comprehensive planner is assigned to each Municipality and is the primary contact between the department and the Town/City. This staff will attend the monthly planning commission meetings and provide an update on the activities of the County Planning Department. They will be responsible for the review of the development projects in the municipality for consistency with all applicable plans (page 12). The designated planner will serve as the first point of contact for questions the Town may have for the County for development and planning related matters. See the following map, "Planners' Geographic Areas of Responsibility," depicting the County Planning Department liaisons and their respective municipality as of February 2021. Staff may change in the County Planning Department, but each municipality will always have a liaison in the department.



Planners' Geographic Areas of Responsibility



Prepared by the Carroll Co. Dept. of Planning, 2/19/21 (kc)

**subject to change throughout the year*

Town and County Processes

Annexations

Overview of Municipal Annexations: Municipal annexation is the process of legally including an unincorporated area within the corporate limits of a city or town. In order to be annexed, an area must be located in the municipal growth area (MGA) and be contiguous and adjoining to the existing municipal corporate limits. The annexation area may not create an enclave of unincorporated area upon completion of the annexation. The petition must be signed by at least 25% of the qualified voters and the owners of 25% of the total assessed property in the area to be annexed. It is the municipalities responsibility to process the annexation request. According to the Town/County Agreements, annexations are to be forwarded to the County for its information and comments, and seek approval of a zoning waiver, if applicable.

What is Submitted to the County: The annexation packet is submitted to the County by the municipality and must include the following: a cover letter, draft annexation resolution, annexation petition (if annexation is initiated by petitioner), survey plat and metes and bounds description, request for zoning waiver (if applicable), copy of the legal ad, annexation plan outlining the extension of public facilities and a copy of the adopted comprehensive plan map for the area. Per the Town/County Agreements, the annexation packet must be sent, in full, to the County for their review at least 60 days prior to the public hearing. The County cannot accept an incomplete annexation packet, and the 60-day window will not begin until a complete annexation packet is received by the County. Municipal staff should be aware of this when scheduling the public hearing.

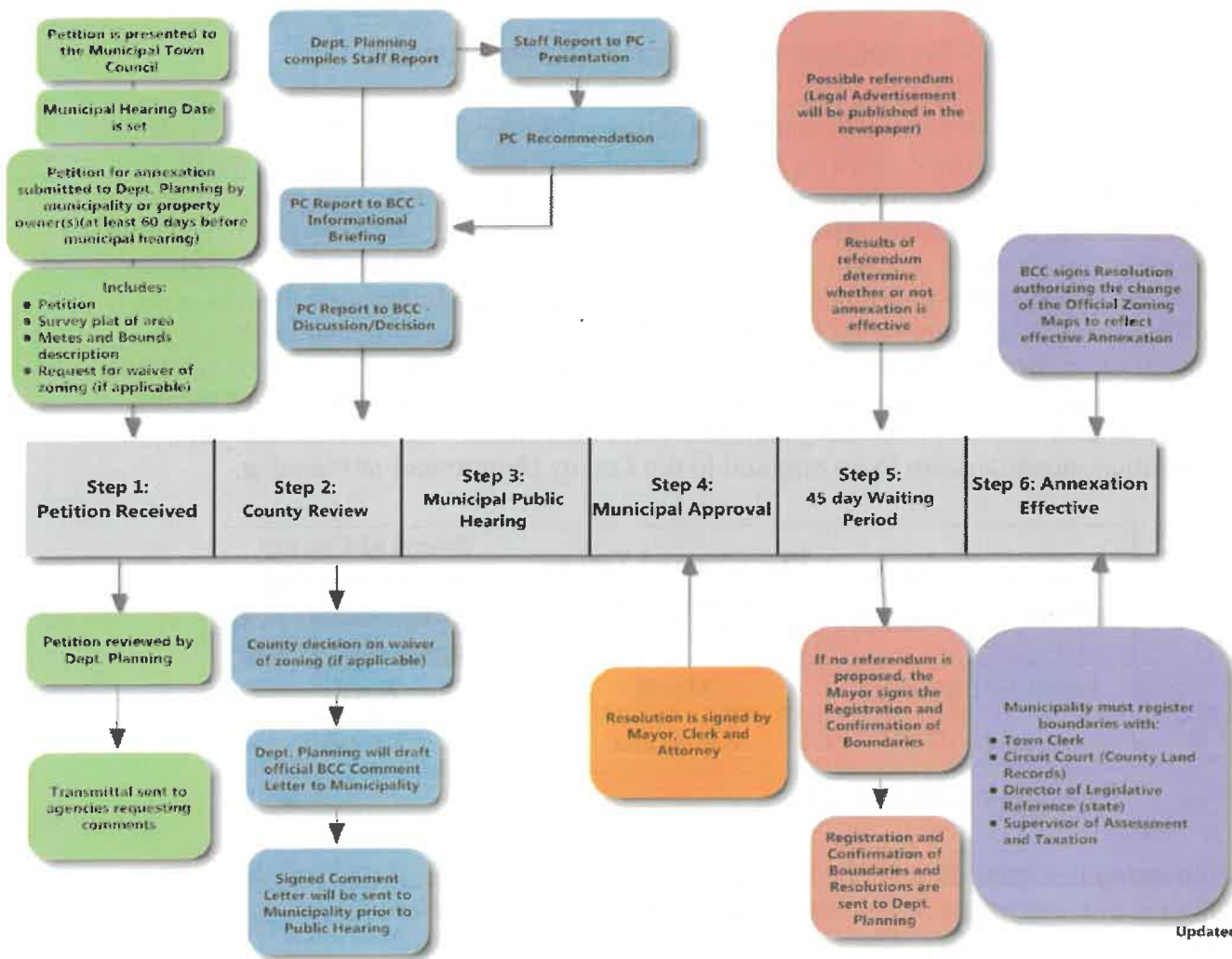
Zoning Waiver: If the proposed municipal zoning is substantially different in use or has a development density of greater than 50% than the original county zoning, the Board of County Commissioners (BCC) may approve a zoning waiver if they desire. Without approval of the zoning waiver from the BCC, no rezoning can occur on the annexed area for 5 years. As noted above, the 60-day review period at the County does not begin until all documents are received, including the request for a zoning waiver. If unsure whether a zoning waiver is necessary, the Maryland Department of Planning (MDP) as well as the County Planning Department can provide guidance on whether a zoning waiver request will be necessary.



County Review of the Annexation Petition: When the County Planning Department receives the annexation packet from the municipality, it is sent to agencies for their respective comments (Land and Resource Management, Public Works, etc.). After comments from agencies are received, the planning department presents a staff report to the County Planning Commission (PC) for their recommendation. The PC recommendation is forwarded to the BCC for their review, discussion, and decision on the zoning waiver if applicable. The BCC will approve, sign, and forward an official Comment Letter to the municipalities Mayor, prior to the municipal public hearing, to be included into the public record. Whether the BCC provides favorable or unfavorable comments on the petition, the annexation process can continue. If the BCC denies the zoning waiver, the annexation process can still continue but the land cannot be rezoned for 5 years.

After Annexation is Approved: Following the municipality's decision to enact the resolution to annex and a 45-day waiting period, the resolution becomes effective. Directly following enactment of the resolution and prior to the effective date, the municipality is responsible for completing and returning the 'Resolution Enactment Date & Effective Date' form to Carroll County Department of Planning. It is the municipality's responsibility to register their boundaries and send a signed annexation resolution and completed Registration and Confirmation of Boundaries form to the County Planning Department. The BCC will sign a resolution which authorizes a change in the official County zoning map(s) to reflect the effective annexation.

Resources: The below flow chart is a reference depicting both the municipal and County responsibilities for a Municipal Annexation. Additional information regarding the municipal annexation process can be found on the County's website, <https://www.carrollcountymd.gov/government/directory/planning/annexationsrezonings/>.



The following information and diagrams are meant to give an overview of the annexation process. The Department of Planning makes no guarantees of legal accuracy as it relates to the reader's individual annexation petition. All State Annexation Laws come from the Local Government Article, Division II, Title 4, Subtitle 4 (§ 4-401 through § 4-4016).

- [Overview of Annexation Process](#)
- [Overview of Legal Process for Annexations](#)
- [Municipal Reporting Responsibilities Following Annexation](#)
- [Municipal Annexation Resolution Reposition Form](#)
- [Registration and Confirmation of Boundaries Form](#)
- [Municipal Annexation Handbook](#)

Resources found on the County Planning Department Website

Fall and Spring Water and Sewer Amendments

The fall and spring Amendments function is to keep the *Carroll County Master Plan for Water and Sewerage* as current as possible in between each Triennial Update (page 10), which takes place every three-years. The Amendments take place twice a year, during the fall and spring, on a cyclical basis. To be included in the Spring Amendment, an individual, Town/System Operator, or County Planning Staff must submit the application by February 1st for the Spring Amendment and August 1st for the Fall Amendment. See the below chart for the biannual Amendment cycle timeline and submittal dates. When submitting the application to the Department of Planning, a completed application must be submitted as well as a copy of the proposed revisions to both the Plan map(s) and text as well as any additions/extensions of necessary facilities. More information may be necessary in the application, questions are to be directed to the County Department of Planning.

*

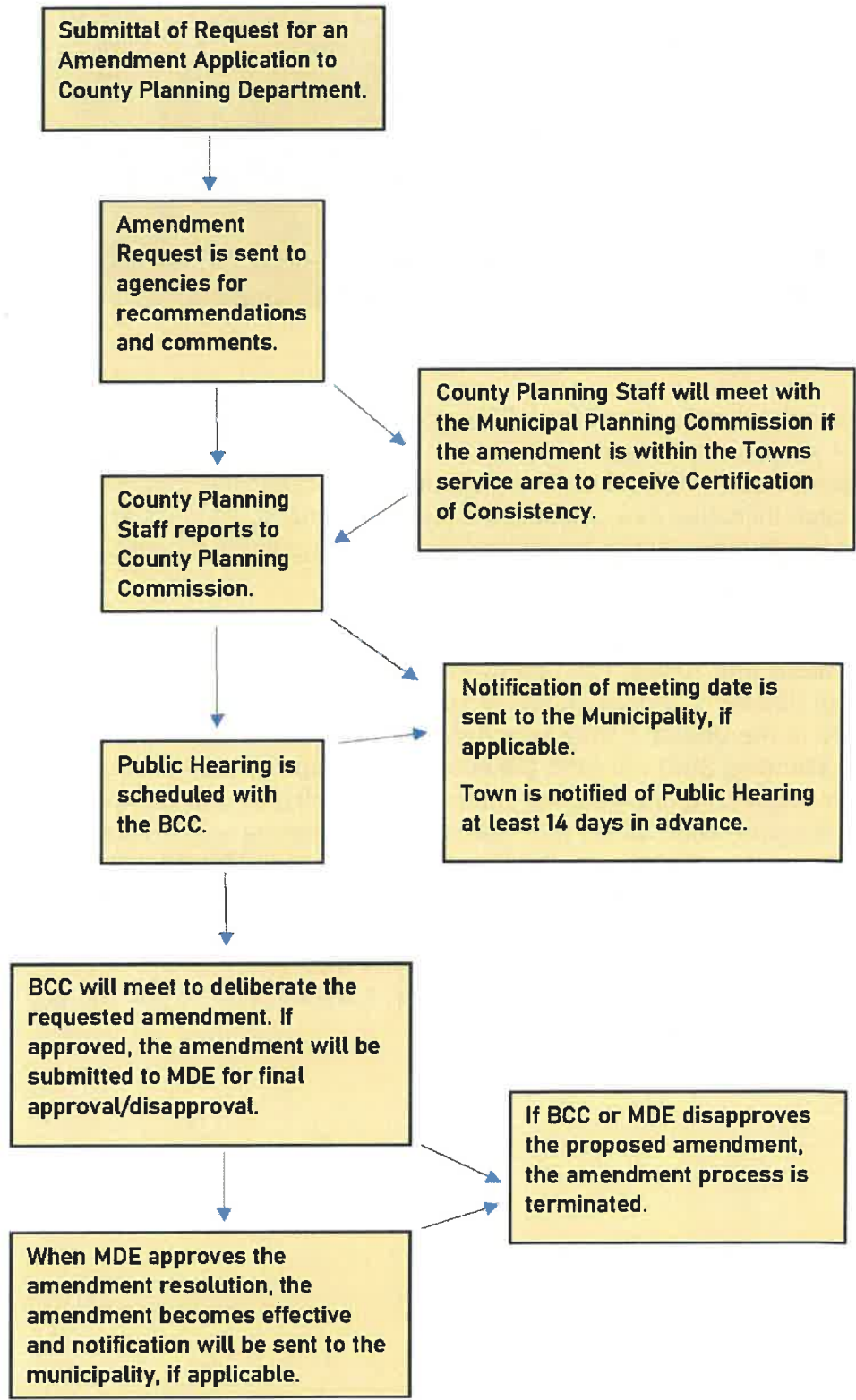
Amendment Cycle Submission Deadline	Planning and Zoning Commission Certification	Board of County Commissioner Public Hearing, Adoption, & Transmittal to MDE
February 1 (Spring)	March	April
August 1 (Fall)	September	October

*Timeline is subject to change.

Processing the Amendment: Following the submission deadlines, the following are steps taken in processing the Amendment. (see *the flow chart of the Fall and Spring Amendment Process*, page 9)

1. The Department of Planning will prepare a report for each requested Amendment to present to the County Planning Commission. The Planning Department will send the Amendment request to agencies including the Carroll County Health Department, Carroll County Bureau of Utilities, Maryland Department of Planning, and Maryland Department of the Environment (MDE). The agencies recommendations and comments are included in the report presented to the Planning Commission.
2. Before meeting with the County Planning Commission, the Planning Department will present the report to the Municipal Planning Commission if the amendment is within the Towns service area. At the Municipal Planning Commission, a certification of consistency with the Town's Comprehensive Plan is necessary to continue the amendment process.
3. Following the County Planning Commission recommendations, a public hearing date will be set with the BCC. Both the Planning Commission and public hearing meeting date will be shared with the municipality, if applicable. The BCC will deliberate on the requested Amendment following the public hearing.
4. If approved by the BCC, the resolution will be sent to MDE for final approval. Only when approved by MDE will the amendment be official in the *Carroll County Master Plan for Water and Sewerage*. If the BCC or MDE does not approve the proposed Amendment, the process is terminated. See below flow chart of the Fall and Spring Amendment process.

Fall and Spring Amendment Process



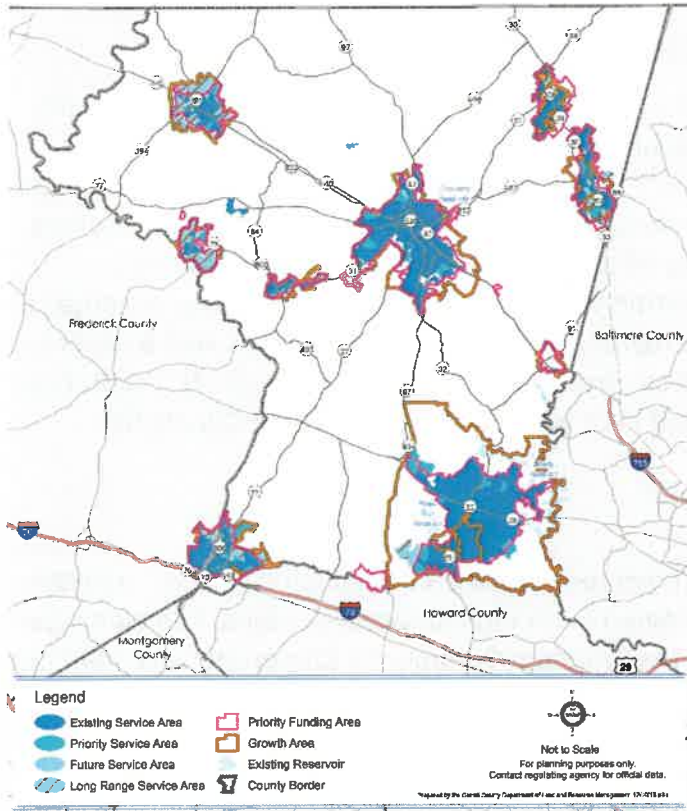
Triennial Update



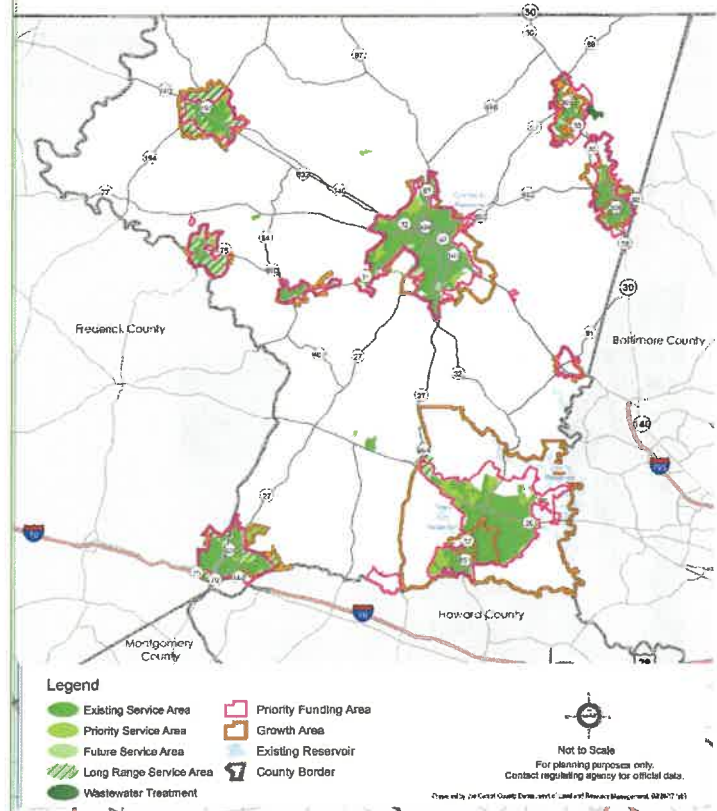
The Triennial Update of the *Carroll County Master Plan for Water and Sewerage* occurs every 3 years in accordance with Section 9 – 503 of the Environment Article of the Annotated Code of Maryland. This update is comprehensive and includes updating of the entire plan including new calculations for tables, maps, and text. The Fall and Spring Amendments (*page 8*) are considered part of the updating process. (*see the Planned Water and Sewer Area maps, page 11*)

Involvement with Towns: The County Planning Staff will notify each municipality that the Triennial Update is underway. Any projects undertaken by the municipalities will be included in the Update if they were not already included in a Fall or Spring Amendment. County Planning Staff will send the specific municipality their chapters (charts, maps, text) for their review and updates. The municipalities will also provide updated numbers to populate county-wide tables and charts. Before meeting with the County Planning Commission, County Planning Staff will meet with each of the Municipalities' Planning Commissions' for their certification of consistency with their respective Municipal Master Plan. When approval is given by each municipality, the updated plan will be brought to the County Planning Commission for approval and then to the BCC for their adoption. When each chapter is certified by the municipality, it will be sent to MDE for approval and only then will the chapter become effective.

Planned Water Service Areas



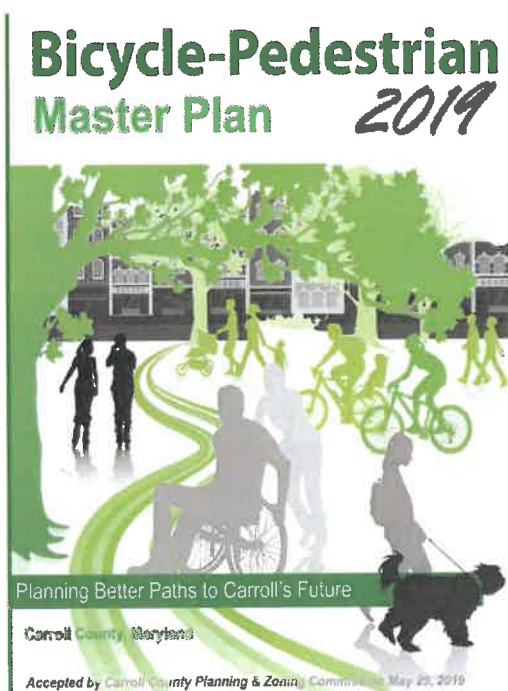
Planned Sewer Service Areas



Review of Development Plans

Overview and Distribution: The Town/County agreements state that the Town and County have “joint review responsibilities” for development plans. Also, in the Town/County agreements, any development plan within 1 mile of the municipality corporate limits must be sent to the Town for review and comment. At the County, the concept plan is received from the surveyor/engineer at the Bureau of Development Review where it is then transmitted to the County Planning Department. Concept plans are distributed amongst the Planning Department by the planner’s geographic area of responsibility as well as sent to the Town (see map, “Planners Geographical Areas of Responsibility”, page 4). The Bureau of Development Review sends the concept plan to many agencies at the County for approval.

Review for Consistency: The planner that has received the concept plan will find consistency with policies and recommendations contained in multiple applicable plans. The plans can include the, Carroll County Master Plan, the Freedom Community Comprehensive Plan, the Finksburg Corridor Plan, the municipality’s Comprehensive Plan (if applicable), Carroll County Master Plan for Water and Sewerage, the Bicycle-Pedestrian Master Plan, and other functional plans as applicable. The planner looks for policies and recommendations related to land use, transportation (planned major streets, bike/ped, TrailBlazer stops and planned routes), agricultural easements and preservation, historic sites and districts, and rural villages to support a determination whether the proposed concept plan is consistent or not consistent with the surrounding area. The Town staff, when reviewing the concept plan, will use their in-depth knowledge of the area and the Town’s Comprehensive Plan to generate their comments of consistency or comments of concerns.



Memo Submittal and Technical Review Committee (TRC): When the County Planner’s comments are drafted and completed, they will be sent to the respective Town staff for their advisement. On the original distributed concept plan, the TRC date will be provided to both Town and County staff for their attendance. At the TRC meeting, Town staff have the “right to present written comments as a first item of business,” according to Town/County Agreements. Any decision pertaining to concept plan approval that is contrary to comments made by the town or county staff must be supported by any reasons for action taken.

County and Town Review: Per the Town/County Agreements, both the County and Town “shall give official written notice of any meeting or hearing in which a preliminary subdivision plan or site plan is to be reviewed...”. After review, a written copy of the approval or disapproval for all site plans and subdivision plans shall be forwarded to the County or Town within 30-days.

Resources: At the County level, the Bureau of Development Review is the lead agency when it comes to all development projects and site plans. On the County website under the Bureau of Development Review in the directory, there are many links to resources that may prove helpful in the review process for site plans, subdivision plans, as well as municipal transmittal forms that are required for some municipalities. The link to these resources can be found, <https://www.carrollcountymd.gov/government/directory/land-resource-management/development-review/checklists-and-forms/>.

Municipal Forms

[Town of Manchester Transmittal Form - Subdivision and Site Plan](#) (revised 09/25/2020)

[Town of Mount Airy Transmittal Form - Subdivision and Site Plan](#) (revised 09/25/2020)

[City of Taneytown Transmittal Form - Subdivision and Site Plan](#) (revised 09/30/2020)

[City of Westminster Transmittal Form - Subdivision and Site Plan](#) (revised 09/25/2020)

Subdivision

[Major Residential Subdivision Review Process Overview](#) (revised 09/14)

[Minor Residential Subdivision Review Process Overview](#)

[Pre-Submittal Conference Form](#) (revised 04/01/19)

[Subdivision Application](#)

Site Plan

[Site Development Review Process Overview](#)

[Simplified Site Plan](#)

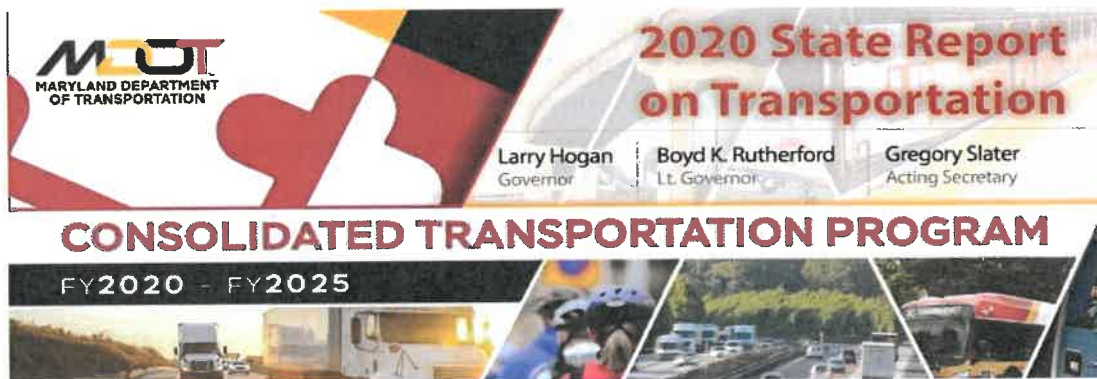
[Simplified Site Development Plan Review Transmittal](#) (10/20/2020)

[Pre-Submittal Conference Form](#) (revised 04/01/19)

[Site Development Plan Application](#)

**Resources
found under
Development
Review on the
County Website**

State Consolidated Transportation Program (CTP)



CTP Priority Letter: Each year, the BCC drafts a letter to the Maryland Secretary of Transportation which details the County's top priorities in terms of state road projects. It is the County's practice to be consistent from year to year with their priorities and not include minor road improvements/projects that are not specified in the adopted plans. The BCC and County Planning Staff meet several times during February and March to update the previous year's letter, if necessary. Updates can include progress on projects that have been made over the past year, enhance justification for projects listed or list new projects entirely. These projects listed in the letter are used by the Maryland Department of Transportation (MDOT) during preparation of the Annual Consolidated Transportation Program (CTP). The County's Planning Department is responsible for coordinating with the municipalities during this effort.

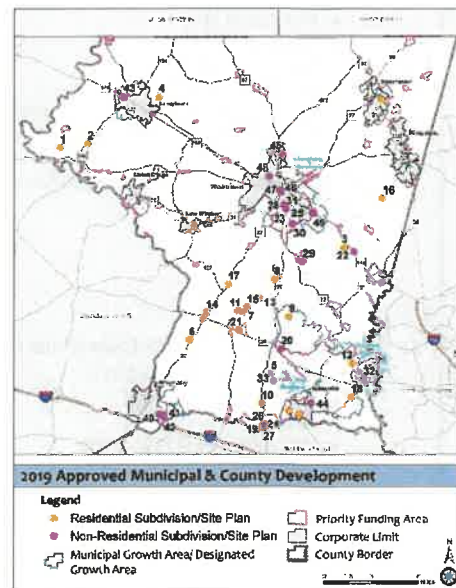
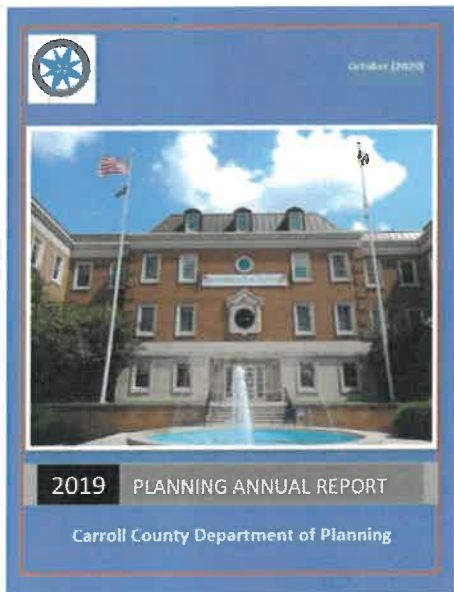


Involvement with Towns: In January, the County Planning Department informs the Towns that the Priority Letter is approaching. A follow-up meeting with the County may be requested. The Towns are asked to provide their input into the County's Priority Letter for the year. Municipalities also have the ability to draft their own Priority Letter if that is preferred. After approval of the Priority Letter by the BCC, it is sent to MDOT and the Municipalities.

CTP Pre-Tour and Tour: Following MDOT's preparation and release of the CTP, the Secretary at MDOT schedules a Tour throughout the state with each County individually. The purpose of this meeting is to present the CTP and specifically discuss the projects that were included in the County. Participants in the Tour meeting include all interested elected officials who have been invited to attend by the BCC on behalf of Carroll County. Preceding the Tour, the "Pre-Tour" meeting occurs. This meeting is attended by the County, municipal and MDOT staff. The Pre-Tour meeting serves as a preparatory meeting to the Tour. Both the Tour and Pre-Tour meetings usually occur during the months of September and October.

General Reports

Annual Report



The Annual Report serves as a summary of development that occurred over the previous year. This report is mandated by Section 1-208 of the Maryland Land Use Articles. The report includes both County and municipal development and it is submitted to the state when it is certified with the County.

Involvement with Towns: In February of each year, the County Planning Department will send a template to all the municipalities requesting information regarding their development over the previous year. The information being requested may include the number of residential and commercial development plans approved over the year, any rezoning's/annexations, substantial changes in roads/facilities, adopted amendments, etc. (*Municipal Information Templates, page 16*) The deadline for this information to get back to the County is usually the beginning of March. After the County has finished compiling the information received from the municipalities and other County departments, planning staff will bring the report back to the municipalities planning commissions over the months of April-May for each of their certifications. When the report has received certification from each municipality and their planning commissions, it will be brought to the County Planning Commission in June for their approval. The Annual Report is due to MDP by July 1st.

Municipal Information Templates

1. Residential Subdivisions that received Final Approval from Planning Commission in 2019

- Name
- Number of lots
- Number of Units
- Acres
- Zoning
- Net density (total area of residential lots, not including open space, roads, stormwater management, etc., divided by number of lots)

If possible please provide the following information for each site plan approved:

- ❖ Record ID #
- ❖ Map #
- ❖ Block/Grid #
- ❖ Parcel #

2. Commercial & Industrial Site Plans that received Final Approval from Planning Commission in 2019

- Name
- Acres
- Square Footage of Building
- Zoning
- Floor-area ratio (total lot area not including open space, roads, stormwater management, etc., divided by total building area)

If possible please provide the following information for each site plan approved:

- ❖ Record ID #
- ❖ Map #
- ❖ Block/Grid #
- ❖ Parcel #

3. Residential Preliminary Plans Approved by the Planning Commission in 2019

- Name
- Total acreage of subdivision plan
- Number of lots
- Number of residential units (if applicable)
- Average lot size
- Zoning
- PFA (Priority Funding Area?)
- MGA/DGA (Municipal Growth Area/ Designated Growth Area?)

If possible please provide the following information for each residential preliminary plan approved:

- ❖ Record ID #
- ❖ Map #
- ❖ Block/Grid #
- ❖ Parcel #

Zoning Map & Text Amendments

1. Rezoning & Annexations

- Resolution number and date passed
- Description of change
- Map of affected area

2. Zoning Map & Text Amendments

- Ordinance number and date passed
- Summary of amendment (Brief Description)
- Map of affected area (if applicable)

Facilities

1. New Parks

- Name
- Acres
- Facilities available
- Map of area

2. New Roads or Substantial Changes in Roads or Other Transportation Facilities

Master Plan Updates

County Master Plan

In accordance with Maryland State Law, all County master plans are to be updated every 10 years (2013 House Bill #409). The most recent Carroll County Master Plan update was in 2014 and amended in 2019. At the start of the update, there is a kickoff meeting with planning staff and staff from the Municipalities to inform them that the County is updating the Master Plan. After the kickoff meeting, there is informal participation with the Municipalities and County planning staff, as requested. The County planning liaison to the Municipality will also provide updates at the monthly Municipality planning commission detailing where the County is at with updating the Plan as well as answering any questions they may have.

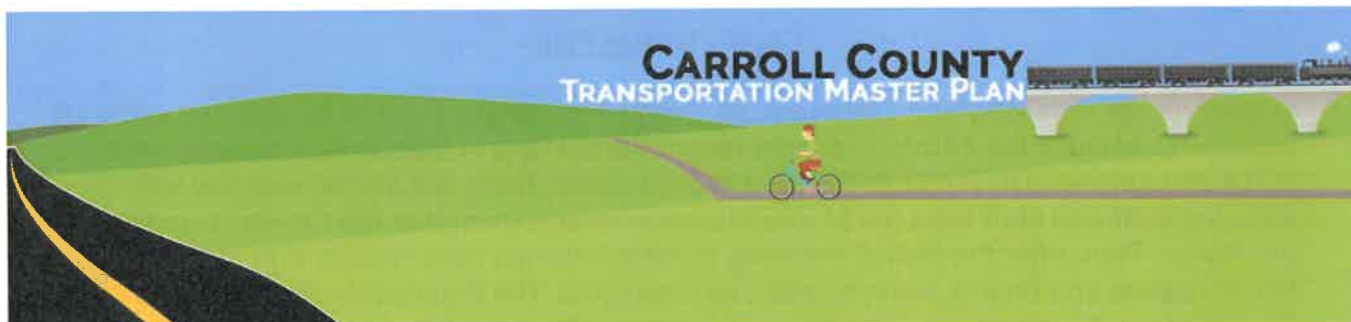
Involvement with Towns: When the County Planning Commission approves the updated Master Plan, it is sent to all the Municipalities for a 60-day review, in accordance with Maryland State Law. The 60-day review is for the Municipalities to provide feedback on the County's proposed updated plan and to assure it is consistent with the Municipalities' Master Plans. After the 60-day review, there is a public hearing with the County Planning Commission and finally it is sent to the BCC for adoption.

Municipal Master Plans

The County Planning Department, through the assigned liaison, will coordinate with the Town/City staff and planning commissions throughout the development and adoption of their Master Plans. This includes coordination on all issues of common interest and attendance at work sessions when requested. There is a particular need for collaboration on county public facilities such as schools, roads, recreation, libraries, and public safety, which are not subject to municipal boundaries. In two of the towns, changes to the provision of water and sewer is also a shared issue that requires coordination. All land use changes should include an evaluation of the impact on the County facilities and operations. Changes to municipal growth area boundaries are also of mutual interest and should be coordinated between both entities.

The assigned liaison will also be a facilitator between the Town and other County departments if assistance is needed in updating the Master Plan. Often, other County departments provide updated maps and printing services to the Towns when they are updating their plans. If these services are needed by the Town, the Town will advise the assigned liaison of the necessity early in the updating process. After the plan is approved by the Town, per the Town/County Agreement, "Master Plans or revisions hereto shall be forwarded to the County following its initial review by the Town, but in no event later than 45 days prior to any scheduled public hearing."

Transportation Master Plan



The County Department of Planning is currently drafting the first countywide Transportation Master Plan (TMP) for Carroll County. The TMP will address the transportation issues in the County and will provide a vision for future needs based on the recently adopted land use plans. Unlike County land use plans which only address the areas outside of municipal boundaries, this plan will address transportation issues and priorities throughout Carroll County, including major roads within the towns.

The objective of this Plan will follow the goal set forth by the 2014 Carroll County Master Plan as amended in 2019, which states, “Provide a safe and functional intra-County transportation system that promotes access and mobility for people and goods through a variety of transportation modes.” The Transportation Master Plan will rely heavily on the goals and objectives laid out in the 2014 Carroll County Master Plan as amended in 2019, 2019 Carroll County Bicycle-Pedestrian Master Plan, 2018 Freedom Community Comprehensive Plan, and all other applicable plans. Additionally, the County is working alongside a Transportation Consultant to analyze data relating to our transportation network by establishing transportation, land use, and demographic profiles to identify potential improvements. Ultimately, this plan aims to help prioritize County and State roads for State improvement or breakout projects.

In 2020, The County planning staff met with representatives of the eight municipalities to discuss their needs, concerns, and priorities regarding transportation facilities within and surrounding their jurisdictions. These issues were considered during preparation of the TMP and addressed where feasible. The TMP will be reviewed and approved by the County Planning Commission and transmitted to the Board of County Commissioners for adoption. Throughout this review process, the municipalities will be kept apprised of the progress of the plan and their input solicited.

The TMP will be amended periodically to be consistent with any updates to County and municipal land use and other functional plans. County planning staff will again work with local staffs on these updates.

Appendix A: **Town County Agreement Language (2020-2021)**

Planning and Development Related Language in Town/County Agreements:

“Copies of requests for subdivisions or site development of land, amendments to Master Plans, site plans, rezoning petitions, or petitions or plans for annexations, will be forwarded to the County for its information and comments. In the case of a subdivision, copies of any required sketch plans may be forwarded to the County for review and comment but, in any event, a copy of the preliminary subdivision plan or any revised preliminary plan which has been received after approval of sketch plans shall be sent to the County within 45 days of its receipt. Upon final approval of a plan, a copy of that plan record plat mylars, and paper prints or mylars of approved site plans shall be forwarded to the County following its initial review by the Town, but in no event later than the 45 days prior to any scheduled public hearing. Annexation petitions shall be furnished the County at least 60 days before the public hearing regarding the annexation petition.”

“Upon receipt of requests for subdivision or site development within 1 mile of the corporate limits of (municipality), copies of the proposed preliminary plan will be forwarded within 30 days of its receipt to the Town for review and comment. On any new Master Plan or revision of Master Plan affecting any areas within 1 mile of the Town corporate limits, copies will be forwarded to the Town at least 45 days prior to the hearing thereon. Copies of any rezoning petition for property adjacent to the Town corporate limits and notices of any hearing on the petition shall be furnished to the Town at least 45 days prior to such hearing at which the Town shall be given the opportunity to present any comments.”

“In addition to the provisions set forth in the previous paragraph, the County agrees to provide reasonable advance notice, which shall mean not less than 45 days, to (municipality) of any intent or proposal to rezone property, whether by means of Master Plan revision or Petition to rezone or otherwise, within a 1 mile radius of the (municipality) Town limits, to something other than its current zoning and to seek and obtain the opinions and advice of the Town’s Mayor and Council in a public forum held within the geographic boundaries of the Town that would include invitation to and opportunity for public comment by the citizens of the Town and the residents of the area proposed to be rezoned, without cost to the Town or residents of the area proposed to be rezoned.”

“Review Process

- 1. (Municipality) and the County shall give each an official written notice of any meeting or hearing in which a preliminary subdivision plan or site plan is to be reviewed, or a Master Plan, annexation petition, or petition for rezoning is to be considered which is within the scope indicated herein.*
- 2. At such meeting, (municipality) or the County shall be afforded the right to present its written comments as a first item of business.*
- 3. Any comments received by (municipality) or the County shall be given due consideration in its final deliberations. Any decision pertaining to preliminary subdivision approval, annexation, or a master plan which may be contrary to comments or recommendations made by (municipality) or the County shall be considered tentative and shall include any reasons for actions taken.*
- 4. All decisions shall be in writing and copies shall be forwarded within 30 days to (municipality) and the County of subdivision, site plan, Master Plans, zoning petitions, or annexation approval or disapproval.”*

“Appeal Process

When (municipality) or the County shall have made a tentative decision which is not in accordance with the desire of the other, an opportunity shall be afforded for an official joint meeting to further discuss the concerns or recommendations previously made. The concerns or recommendations shall be documented in writing and evidence of any detrimental short- or long-term findings shall be part of the written document. At such time as the evidence has been reviewed jointly by both parties, a decision shall be made by the jurisdiction which has the prime responsibility for approving the applications. The decision may be in the form of an approval, disapproval, or approval with conditions.”

“Services Available

Pursuant to separate memoranda of understanding, the County will make available animal control services, planning services, zoning services, building permits and inspections services, data processing services for tax and utility billing at the level as currently exists in unincorporated areas of the County without charge.

Prior to County providing the above services, the Town will have adopted, where required, an Ordinance or provisions similar to or the same as the County Ordinance which govern the service and Town and County Attorneys shall review it prior to the Town and County authorizing the service to be performed by the County under provisions of the Town Ordinance.”

***please contact the respective liaison of your Municipality for a full copy of the Town/County Agreement**

AN ORDINANCE TO AMEND AN ACT CREATING A NEW CHARTER FOR THE CITY OF NEWNAN, GEORGIA APPROVED MARCH 31, 1987 (GA. L. 1987, P. 5160, *et seq.*), AS AMENDED BY DELETING SEC. 5-5 AND SEC. 5-8 OF ARTICLE V AND ADOPTING A NEW SEC. 5.5 and SEC. 5.8 OF ARTICLE V; TO REPEAL ALL OTHER ACTS AND ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES

WHEREAS, the City of Newnan, Georgia, a municipal corporation of the State of Georgia (the "City"), operates pursuant to the Constitution and laws of the State of Georgia and its Charter approved March 31, 1987 (Ga. Laws 1987, p. 5160, *et seq.*, as amended (the "Charter")); specifically HB 72 Act No. 6 adopted in the 2013 session of the Georgia General Assembly and signed by the Governor on February 13, 2013; and

WHEREAS, the City of Newnan, upon receipt of the 2020 decennial census figures by the United States Census Bureau has reviewed the data and reviewed the boundaries of the City Council member districts for compliance with State and Federal law; and

WHEREAS, the City determined that it is necessary to make certain amendments to its Charter pursuant to its home rule powers granted pursuant to Article IX, Section II, Paragraph II of the Constitution of the State of Georgia and O.C.G.A. Section 36-35-1 through 36-35-7 in order to amend the boundaries of the City's Council member districts to comply with State and Federal law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Newnan, Georgia and IT IS HEREBY ORDAINED, by the authority of the same, as follows:

Section 1. The Charter of the City of Newnan, Georgia, which was established by an Act creating a new Charter for the City of Newnan, Georgia on March 31, 1987 (a. Laws 1987, p. 5160, *et seq.*), as amended, is hereby amended by deleting Section 5.5 in its entirety and adopting a new Sec. 5.5 to read as follows:

Sec. 5.5 Division of the City into three (3) two-member council districts.

(a) For the purpose of electing councilmembers, the City of Newnan shall be divided into three districts, Districts, 1, 2 and 3. Those districts shall be and correspond to those three numbered districts described in and attached to and made a part of this ordinance and further defined by maps delineating Proposed Council Districts 1, 2 and 3 attached hereto and made a part hereof as Exhibit "A", Pages 1, 2, 3 and 4 and Census Tracts and Blocks designated for Districts 1, 2 and 3 attached hereto and made a part hereof as Exhibit "B", Pages 1, 2 and 3.

(b) For the purposes of such plan:

(1) The term "VTD" shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States decennial census of 2020 for the State of Georgia. The separate numeric designations in a district description which are underneath a VTD heading shall mean and describe

individual Blocks within a VTD as provided in the report of the Bureau of the Census for the United States decennial census of 2020 for the State of Georgia; and

(2) Except as otherwise provided in the description of any district, whenever the description of any district refers to a named city, it shall mean the geographical boundaries of that city as shown on the census maps for the United States decennial census of 2020 for the State of Georgia.

(c) Any part of the City of Newnan which is not included in a district described in subsection (a) of this section shall be included within that district contiguous to such part which contains the least population according to the United States decennial census of 2020 for the State of Georgia.

(d) Any part of the City of Newnan which is described in subsection (a) of this section as being included in a particular district shall nevertheless not be included within such district if such part is not contiguous to such district. Such noncontiguous part shall instead be included within that district contiguous to such part which contains the least population according to the United States decennial census of 2020 for the State of Georgia.

(e) Each district shall have two posts designated as Post A and Post B.

(f) Successors to the councilmembers in Districts 1, 2 and 3 shall be elected at the November municipal general election immediately preceding the expiration of their respective terms of office and shall take office at the first organizational meeting of the city council in January immediately following their election for terms of four years.

(g) The councilmembers shall be residents of their respective districts at the time of their election and shall remain residents of their respective districts during their terms of office.

(h) Councilmembers shall be elected by majority vote of the electors of their respective district only.

Section 2. The Charter of the City of Newnan, Georgia, which was established by an Act creating a new Charter for the City of Newnan, Georgia on March 31, 1987 (a. Laws 1987, p. 5160, *et seq*), as amended, is hereby amended by deleting Section 5.5 in its entirety and adopting a new Sec. 5. to read as follows:

Sec. 5.8 Election dates and commencement of terms.

(a) The terms of office of council members from District 1 whose terms of office would otherwise expire at the first organizational meeting in January, 2026, shall not be affected and such terms shall expire at the first organizational meeting in January, 2026. Thereafter, council members elected from district 1 in 2025 and every four years thereafter, shall take office at the first organizational meeting in January immediately following their election and shall have terms of office which expire at the first organizational meeting in January of the fourth succeeding year.

(b) The terms of office of council members from districts 2 and 3 whose terms of office would otherwise expire at the first organizational meeting in January, 2024, shall not be affected and such terms shall expire at the first organizational meeting in January, 2024. Thereafter, council members from district 2 and 3 shall be elected in 2023 and every four years thereafter, shall take office at the first organizational meeting in January immediately following their election, and shall have terms of office which expire at the first organizational meeting in January of the fourth succeeding year.

(c) The term of office of the mayor shall expire at the first organizational meeting in January, 2026. The person elected to the office of mayor in 2025 shall take office at the first organizational meeting in January, 2026. Thereafter, a mayor shall be elected in 2025 and every four years thereafter, shall take office at the first organizational meeting in January immediately following the election, and shall have a term of office which expires at the first organizational meeting in January of the fourth succeeding year.

Section 3. All portions of the Charter or amendments thereto or all ordinances in conflict herewith be and the same are hereby repealed.

Section 4. If any part of this ordinance shall be declared void it is the intent and the purpose hereof that all other provisions not so declared void shall remain in full force and effect.

Section 5. The effective date of this ordinance shall be the date of adoption at its final reading.

This ordinance was introduced and read at a lawful meeting of the Council of the City of Newnan held on _____, 20____, passed, and adopted on a first reading.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Dustin Koritko, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

This ordinance was read for a second time at a lawful meeting of the Council of the City of Newnan held on _____, 20___, passed and adopted on a final reading.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Dustin Koritko, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

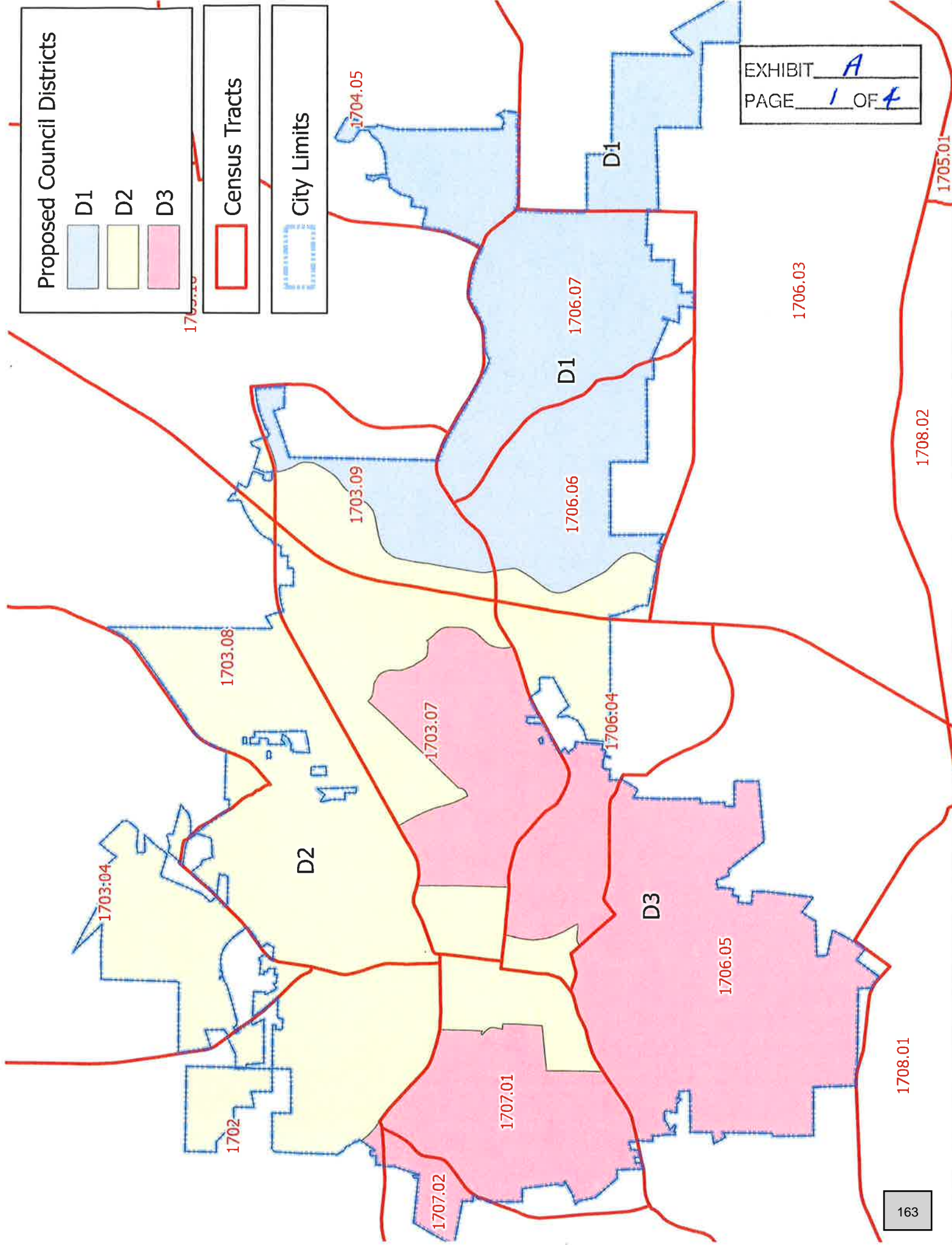
Proposed Council Districts

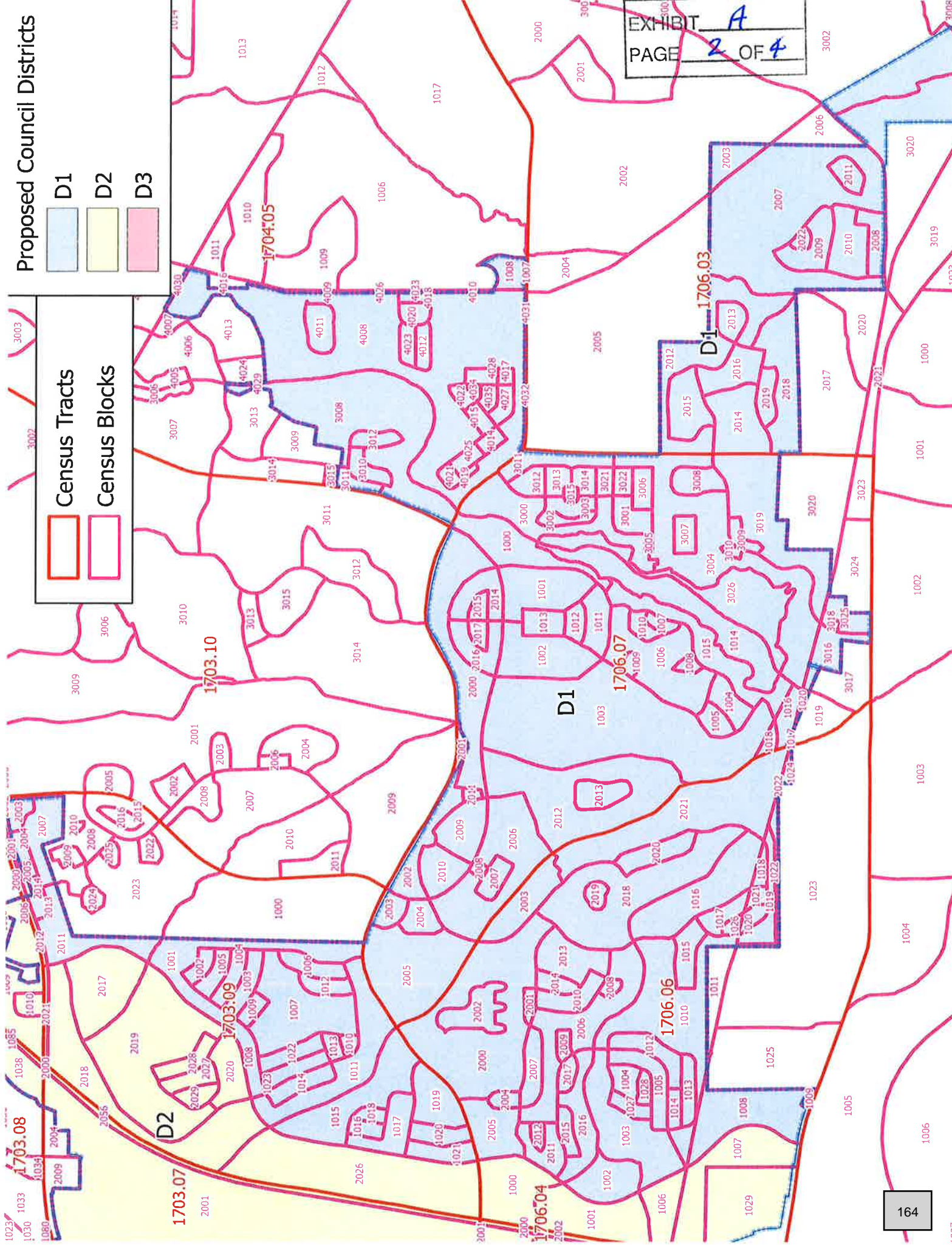
- D1
- D2
- D3

Census Tracts

City Limits

EXHIBIT A
PAGE 1 OF 4



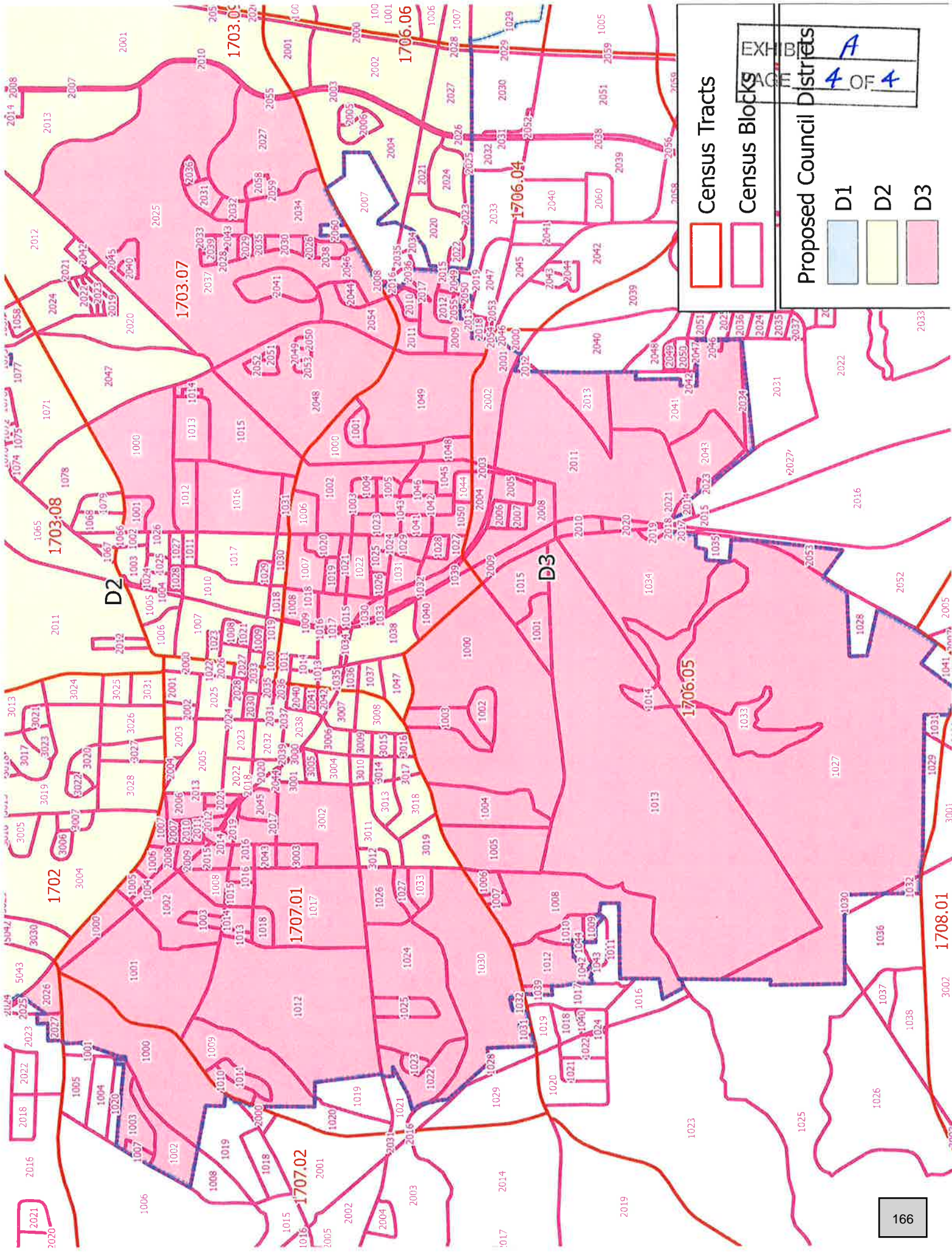


Proposed Council Districts

- D1
- D2
- D3

- Census Tracts
- Census Blocks

EXHIBIT **A**
PAGE **2** OF **4**



District 1

Tract 170309

Block

1001	1002	1003	1004	1005	1006	1007	1008	1009
1010	1011	1012	1013	1014	1015	1016	1017	1018
1019	1020	1021	1022	1023	2003	2004	2005	2007
2013	2014							

Tract 170405

Block

1008	3008	3010	3011	3012	4008	4011	4012	4014
4015	4017	4018	4019	4020	4021	4022	4023	4025
4027	4028	4029	4034	4035	4030			

Tract 170603

Block

2003	2007	2008	2009	2010	2011	2012	2013	2014
2015	2016	2018	2019	2022				

Tract 170606

Block

1002	1003	1004	1005	1008	1010	1012	1013	1014
1015	1016	1017	1018	1019	1020	1021	1022	1026
1027	1028	2000	2001	2002	2003	2004	2005	2006
2007	2008	2009	2010	2011	2012	2013	2014	2015
2016	2017	2018	2019	2020	1024	2021		

Tract 170607

Block

1000	1001	1002	1003	1004	1005	1006	1007	1008
1009	1010	1011	1012	1013	1014	1015	1016	1018
1020	2000	2002	2003	2004	2005	2006	2007	2008
2009	2010	2011	2012	2013	2014	2015	2016	2017
3000	3001	3002	3003	3004	3005	3006	3007	3008
3009	3010	3011	3012	3013	3014	3015	3016	3018
3019	3021	3022	3025	3026				

District 2

Tract 170200

Block

3000	3002	3004	3005	3006	3007	3008	3010	3011
3012	3013	3014	3015	3016	3017	3018	3019	3020
3021	3022	3023	3024	3025	3026	3027	3028	3029
3030	3031	3032	5019	5020	5026	5027	5028	5029
5035	5036	5039	5040	5042	5043			

Tract 170304

Block

3013	3019	3020	3022	3023	3024	4004	4005	4006
4007	4008	4009	4010	4011	4012	4013	4014	4015
4016	4017	4018	4019	4020	4021	4024	4025	4026
4027	4032	4033	4034	4035	4037			

Tract 170307

Block

1002	1003	1004	1005	1006	1007	1008	1009	1010
1011	1017	1018	1019	1020	1021	1022	1023	1024
1025	1026	1027	1028	1029	1030	2000	2001	2002
2003	2005	2006	2007	2008	2011	2012	2013	2014
2015	2016	2017	2018	2019	2020	2021	2022	2023
2024	2042	2047	2055	2056	2057			

Tract 170308

Block

1026	1027	1028	1029	1030	1031	1032	1038	1039
1040	1041	1042	1043	1044	1045	1046	1047	1049
1050	1051	1052	1053	1055	1056	1057	1058	1060
1061	1063	1065	1066	1067	1068	1069	1070	1071
1072	1074	1075	1076	1077	1078	1079	1080	1085
1086	1087	1088	1089	1090	1091	2000	2002	2005
2006	2007	2008	2009	2011	2012	2013	2014	2015

Tract 170309

Block

2020	2026	2029	2012	2017	2018	2019	2021	2027
2028								

Tract 170310

Block

1009	1010
------	------

Tract 170604

Block

1010	1011	1012	1013	1014	1015	1016	1034	1035
1036	1037	1038	1047	2000	2001	2002	2003	2004
2005	2006	2020	2021	2022	2023	2024	2025	2026
2027	2028							

Tract 170606

Block

1000	1001	1006	1007
------	------	------	------

Tract 170701

Block

2000	2001	2002	2003	2004	2005	2020	2022	2023
2024	2025	2026	2027	2028	2029	2030	2031	2032
2033	2034	2035	2036	2037	2038	2039	2040	2041
2042	2044	3000	3001	3004	3005	3006	3007	3008
3009	3010	3011	3012	3013	3014	3015	3016	3017
3018	3019							

District 3

Tract 170200

Block

2026	2027
------	------

Tract 170307

Block

1000	1001	1012	1013	1014	1015	1016	1031	2048
2049	2050	2051	2052	2053	2010	2025	2026	2027
2028	2029	2030	2031	2032	2033	2034	2035	2036
2037	2038	2039	2040	2041	2043	2044	2045	2054
2058	2059							

Tract 170604

Block

1000	1001	1002	1003	1004	1005	1006	1007	1008
1009	1017	1018	1019	1020	1021	1022	1023	1024
1025	1026	1027	1028	1029	1030	1031	1032	1033
1039	1040	1041	1042	1043	1044	1045	1046	1048
1049	1050	2009	2010	2011	2012	2013	2015	2017
2049								

Tract 170605

Block

1032	1000	1001	1002	1003	1004	1005	1006	1007
1008	1009	1010	1012	1013	1014	1015	1027	1033
1034	1039	2002	2003	2004	2005	2006	2007	2008
2009	2010	2011	2013	2014	2019	2020	2023	2034
2041	2043	2046	2053					

Tract 170701

Block

1000	1001	1002	1003	1004	1005	1006	1007	1008
1009	1010	1011	1012	1013	1014	1015	1016	1017
1018	1022	1023	1024	1025	1026	1027	1030	1033
2006	2007	2008	2009	2010	2011	2012	2013	2014
2015	2016	2017	2018	2019	2021	2043	2045	3002
3003								

Tract 170702

Block

1000	1002	1003	1007
------	------	------	------

**ORDINANCE TO AMEND SECTION 2-28; AND SECTION 2-29 OF CHAPTER
2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF
NEWNAN; AND FOR OTHER PURPOSES**

WHEREAS, HB72 Act No. 6 was signed by the Governor of the State of Georgia on February 26, 2013 amending Section 5.5 of the Charter of the City of Newnan creating three two-member councilmanic districts and revising boundaries of the City's councilmanic districts based upon the 2010 decennial census figures.

WHEREAS, on the ____ day of _____, 2023, the City Council adopted an ordinance amending the Charter of the City of Newnan revising the boundaries of the City's councilmanic districts following the release of the 2020 decennial census figures by the United States Census Bureau.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Newnan and it is hereby ordained by the authority of same that Section 2-28 and Section 2-29 of Chapter 2 of the Code of Ordinances of the City of Newnan be deleted in their entirety and a new Section 2-28 and Section 2-29 be and is hereby adopted to read as follows:

SECTION I:

Sec. 2-28. Election; term.

(a) Elections for the six council members shall be conducted on the basis of three two-member districts to be known as District One, District Two and District Three. Each of such districts shall be as drawn as set forth in Section 2-29. Each district shall have two posts designated as Post A and Post B.

(b) The members from District 1, Post A, and Post B terms of office expire at the first organizational meeting of the city council in January, 2024. Thereafter, council members elected from District 1 and every four years thereafter, shall take office at the first organizational meeting in January immediately following their election and shall have terms of office which expire at the first organizational meeting in January of the fourth succeeding year.

(c) The members from District 2, Post A, and Post B terms of office expire at the first organizational meeting of the city council in January, 2026. Thereafter, council members elected from District 1 and every four years thereafter, shall take office at the first organizational meeting in January immediately following their election and shall have terms of office which expire at the first organizational meeting in January of the fourth succeeding year.

(d) The member from District 3, Post A, terms of office expire at the first organizational meeting of the city council in January, 2024. Thereafter, council members elected from District 1 and every four years thereafter, shall take office at the first organizational meeting in January immediately following

their election and shall have terms of office which expire at the first organizational meeting in January of the fourth succeeding year.

(e) Except as otherwise provided in subsection (b) of this section, successors to the councilmembers in Districts 1, 2 and 3 shall be elected at the November municipal general election immediately preceding the expiration of their respective terms of office and shall take office at the first organizational meeting of the city council in January immediately following their election for terms of four years.

(f) The council members elected from each voting district shall be required to reside within that district, and they shall be elected in any election, whether it be primary, runoff, special or general election, solely by the voters who reside in the respective voting districts. All persons shall be elected to four-year terms unless otherwise specifically stated.

(g) A majority vote requirement shall be in effect for all councilmanic positions.

Sec. 2-29. Councilmanic districts described.

(a) As described in Sec. 2-28 hereinabove, for the purpose of electing councilmembers, the City of Newnan shall be divided into three districts. Those districts shall be and correspond to those three numbered districts described in subparagraph (f) of this Section.

(b) For the purposes of such plan:

(1) The term "VTD" shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States decennial census of 2020 for the State of Georgia. The separate numeric designations in a district description which are underneath a VTD heading shall mean and describe individual Blocks within a VTD as provided in the report of the Bureau of the Census for the United States decennial census of 2020 for the State of Georgia; and

(2) Except as otherwise provided in the description of any district, whenever the description of any district refers to a named city, it shall mean the geographical boundaries of that city as shown on the census maps for the United States decennial census of 2020 for the State of Georgia.

(c) Any part of the City of Newnan which is not included in a district described in subsection (a) of this section shall be included within that district contiguous to such part which contains the least population according to the United States decennial census of 2020 for the State of Georgia.

(d) Any part of the City of Newnan which is described in subsection (a) of this section as being included in a particular district shall nevertheless not be included within such district if such part is not contiguous to such district. Such noncontiguous part shall instead be included within that district

contiguous to such part which contains the least population according to the United States decennial census of 2020 for the State of Georgia.

(e) Each district shall have two posts designated as Post A and Post B.

(f) Districts defined by maps delineating Proposed Council Districts 1, 2 and 3 attached hereto and made a part hereof as Exhibit "A", Pages 1, 2, 3 and 4 and Census Tracts and Blocks designated for Districts 1, 2 and 3 attached hereto and made a part hereof as Exhibit "B", Pages 1, 2 and 3.

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

SECTION III: This Ordinance shall be effective upon adoption.

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

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Dustin Koritko, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

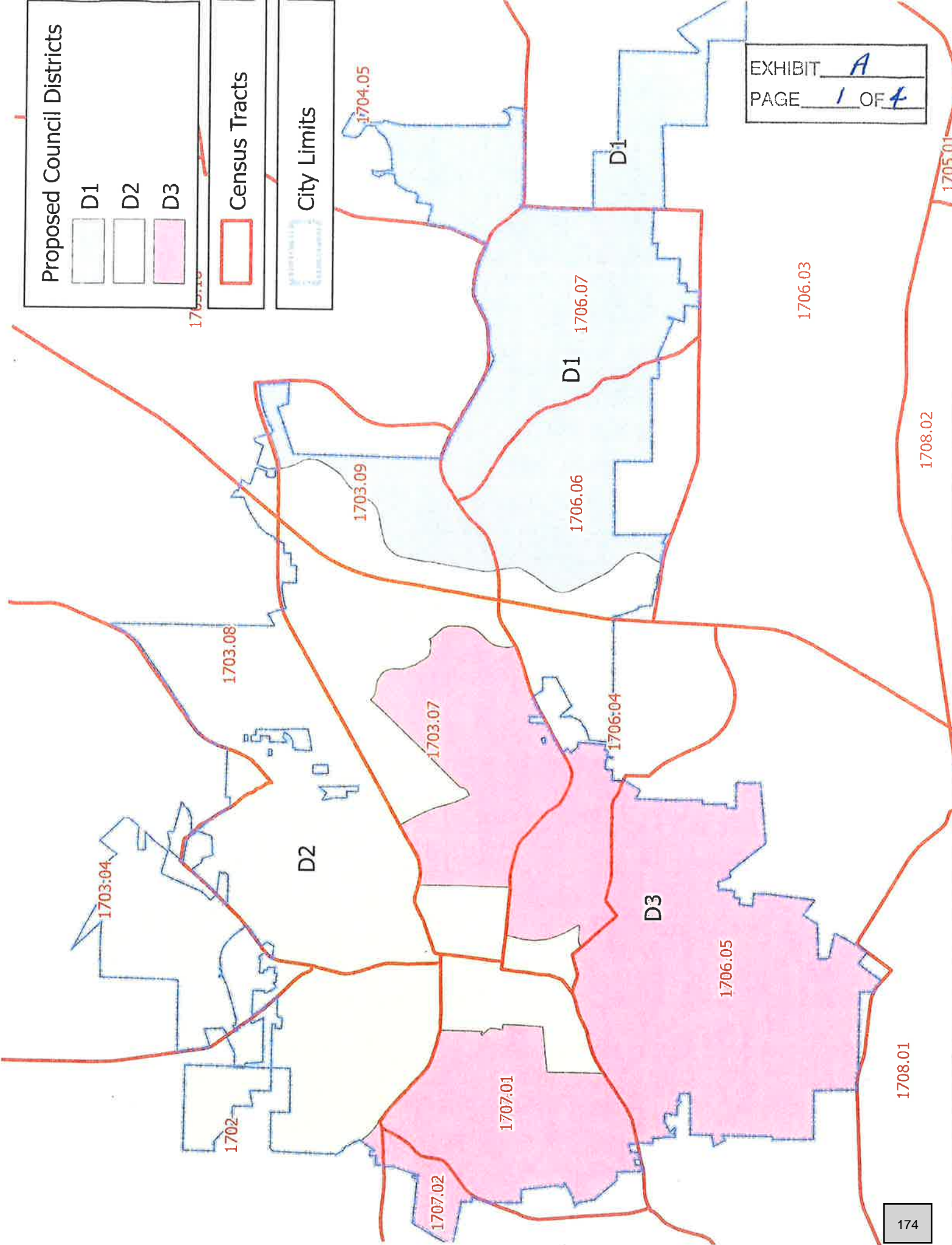
Proposed Council Districts

- D1
- D2
- D3

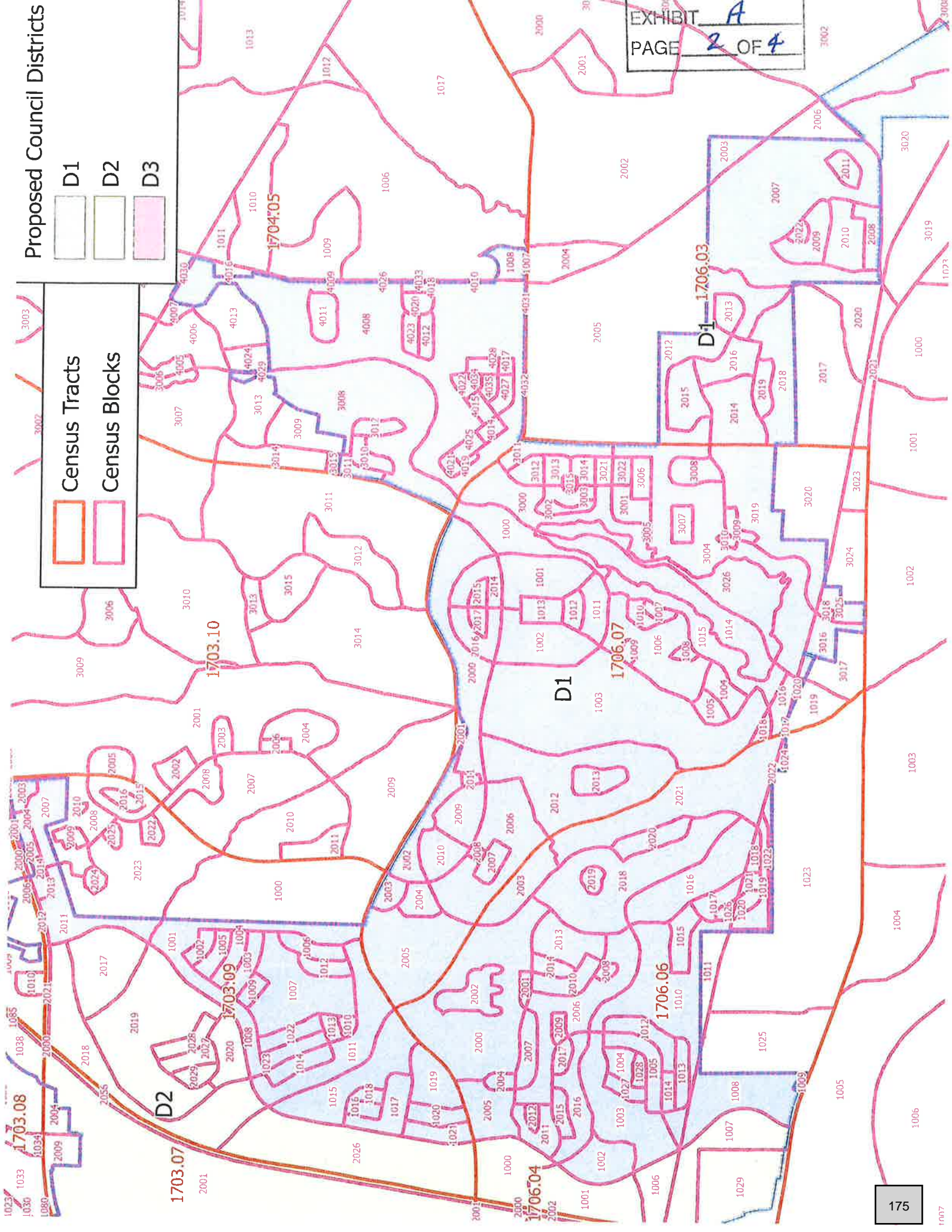
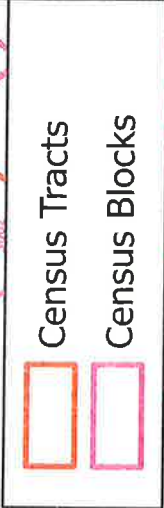
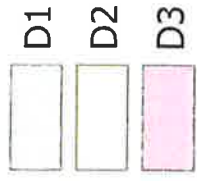
Census Tracts

City Limits

EXHIBIT A
PAGE 1 OF 4



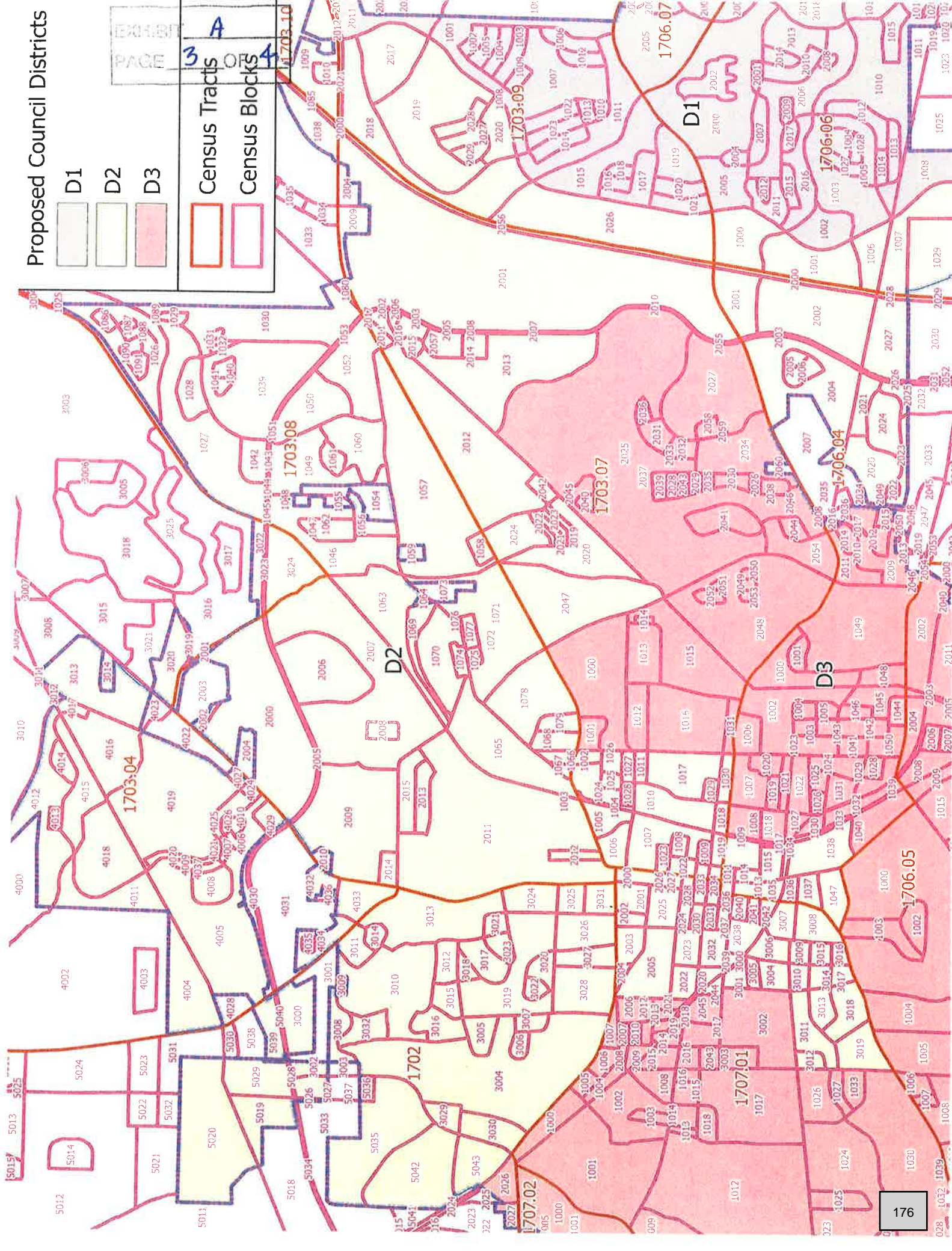
Proposed Council Districts

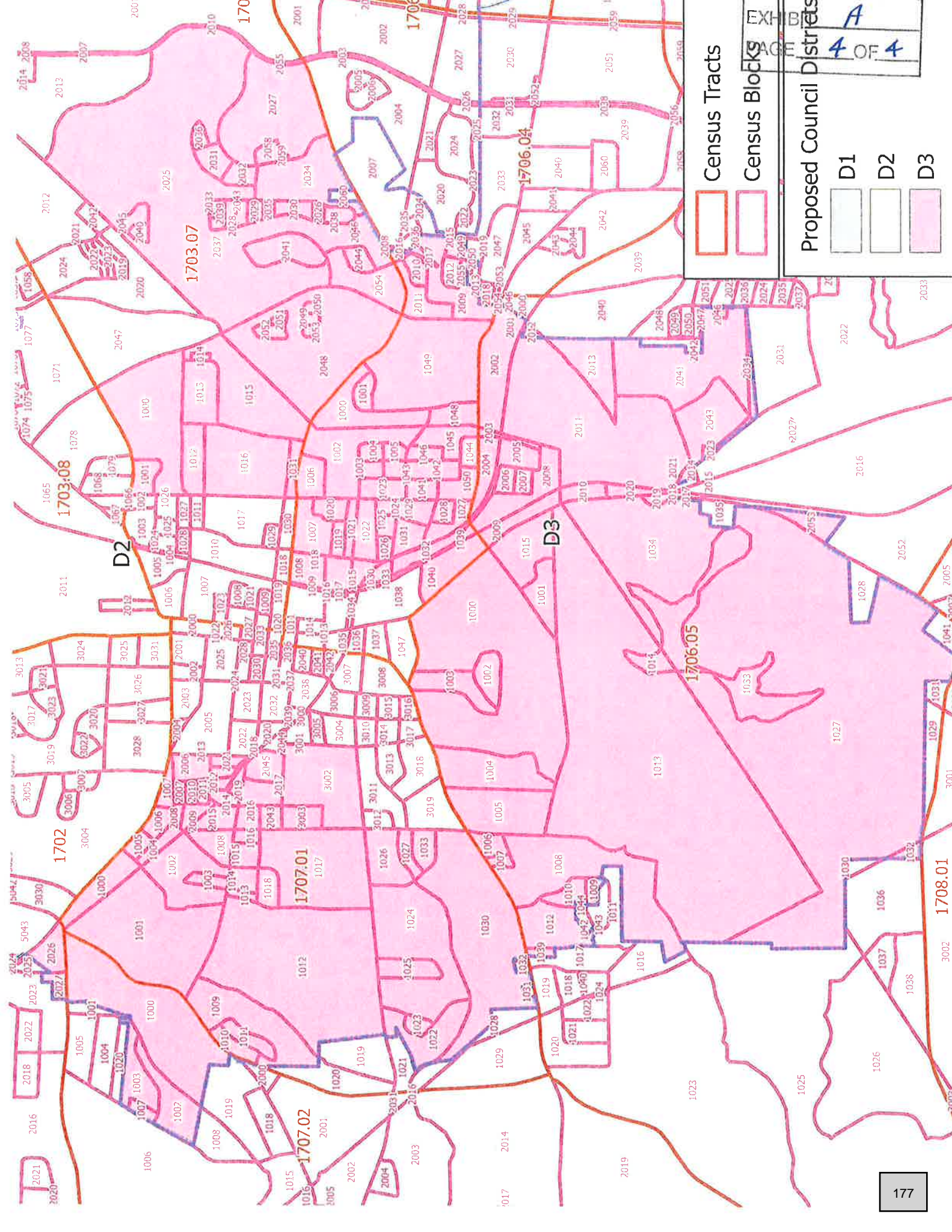


Proposed Council Districts

- D1
- D2
- D3

Census Tracts
Census Blocks





Census Tracts

Census Blocks

Proposed Council Districts

- D1
- D2
- D3

EXHIBIT A
PAGE 4 OF 4

District 1

Tract 170309

Block

1001	1002	1003	1004	1005	1006	1007	1008	1009
1010	1011	1012	1013	1014	1015	1016	1017	1018
1019	1020	1021	1022	1023	2003	2004	2005	2007
2013	2014							

Tract 170405

Block

1008	3008	3010	3011	3012	4008	4011	4012	4014
4015	4017	4018	4019	4020	4021	4022	4023	4025
4027	4028	4029	4034	4035	4030			

Tract 170603

Block

2003	2007	2008	2009	2010	2011	2012	2013	2014
2015	2016	2018	2019	2022				

Tract 170606

Block

1002	1003	1004	1005	1008	1010	1012	1013	1014
1015	1016	1017	1018	1019	1020	1021	1022	1026
1027	1028	2000	2001	2002	2003	2004	2005	2006
2007	2008	2009	2010	2011	2012	2013	2014	2015
2016	2017	2018	2019	2020	1024	2021		

Tract 170607

Block

1000	1001	1002	1003	1004	1005	1006	1007	1008
1009	1010	1011	1012	1013	1014	1015	1016	1018
1020	2000	2002	2003	2004	2005	2006	2007	2008
2009	2010	2011	2012	2013	2014	2015	2016	2017
3000	3001	3002	3003	3004	3005	3006	3007	3008
3009	3010	3011	3012	3013	3014	3015	3016	3018
3019	3021	3022	3025	3026				

District 2

Tract 170200

Block

3000	3002	3004	3005	3006	3007	3008	3010	3011
3012	3013	3014	3015	3016	3017	3018	3019	3020
3021	3022	3023	3024	3025	3026	3027	3028	3029
3030	3031	3032	5019	5020	5026	5027	5028	5029
5035	5036	5039	5040	5042	5043			

Tract 170304

Block

3013	3019	3020	3022	3023	3024	4004	4005	4006
4007	4008	4009	4010	4011	4012	4013	4014	4015
4016	4017	4018	4019	4020	4021	4024	4025	4026
4027	4032	4033	4034	4035	4037			

Tract 170307

Block

1002	1003	1004	1005	1006	1007	1008	1009	1010
1011	1017	1018	1019	1020	1021	1022	1023	1024
1025	1026	1027	1028	1029	1030	2000	2001	2002
2003	2005	2006	2007	2008	2011	2012	2013	2014
2015	2016	2017	2018	2019	2020	2021	2022	2023
2024	2042	2047	2055	2056	2057			

Tract 170308

Block

1026	1027	1028	1029	1030	1031	1032	1038	1039
1040	1041	1042	1043	1044	1045	1046	1047	1049
1050	1051	1052	1053	1055	1056	1057	1058	1060
1061	1063	1065	1066	1067	1068	1069	1070	1071
1072	1074	1075	1076	1077	1078	1079	1080	1085
1086	1087	1088	1089	1090	1091	2000	2002	2005
2006	2007	2008	2009	2011	2012	2013	2014	2015

Tract 170309

Block

2020	2026	2029	2012	2017	2018	2019	2021	2027
2028								

Tract 170310

Block

1009	1010
------	------

Tract 170604

Block

1010	1011	1012	1013	1014	1015	1016	1034	1035
1036	1037	1038	1047	2000	2001	2002	2003	2004
2005	2006	2020	2021	2022	2023	2024	2025	2026
2027	2028							

Tract 170606

Block

1000	1001	1006	1007
------	------	------	------

Tract 170701

Block

2000	2001	2002	2003	2004	2005	2020	2022	2023
2024	2025	2026	2027	2028	2029	2030	2031	2032
2033	2034	2035	2036	2037	2038	2039	2040	2041
2042	2044	3000	3001	3004	3005	3006	3007	3008
3009	3010	3011	3012	3013	3014	3015	3016	3017
3018	3019							

District 3

Tract 170200

Block

2026	2027
------	------

Tract 170307

Block

1000	1001	1012	1013	1014	1015	1016	1031	2048
2049	2050	2051	2052	2053	2010	2025	2026	2027
2028	2029	2030	2031	2032	2033	2034	2035	2036
2037	2038	2039	2040	2041	2043	2044	2045	2054
2058	2059							

Tract 170604

Block

1000	1001	1002	1003	1004	1005	1006	1007	1008
1009	1017	1018	1019	1020	1021	1022	1023	1024
1025	1026	1027	1028	1029	1030	1031	1032	1033
1039	1040	1041	1042	1043	1044	1045	1046	1048
1049	1050	2009	2010	2011	2012	2013	2015	2017
2049								

Tract 170605

Block

1032	1000	1001	1002	1003	1004	1005	1006	1007
1008	1009	1010	1012	1013	1014	1015	1027	1033
1034	1039	2002	2003	2004	2005	2006	2007	2008
2009	2010	2011	2013	2014	2019	2020	2023	2034
2041	2043	2046	2053					

Tract 170701

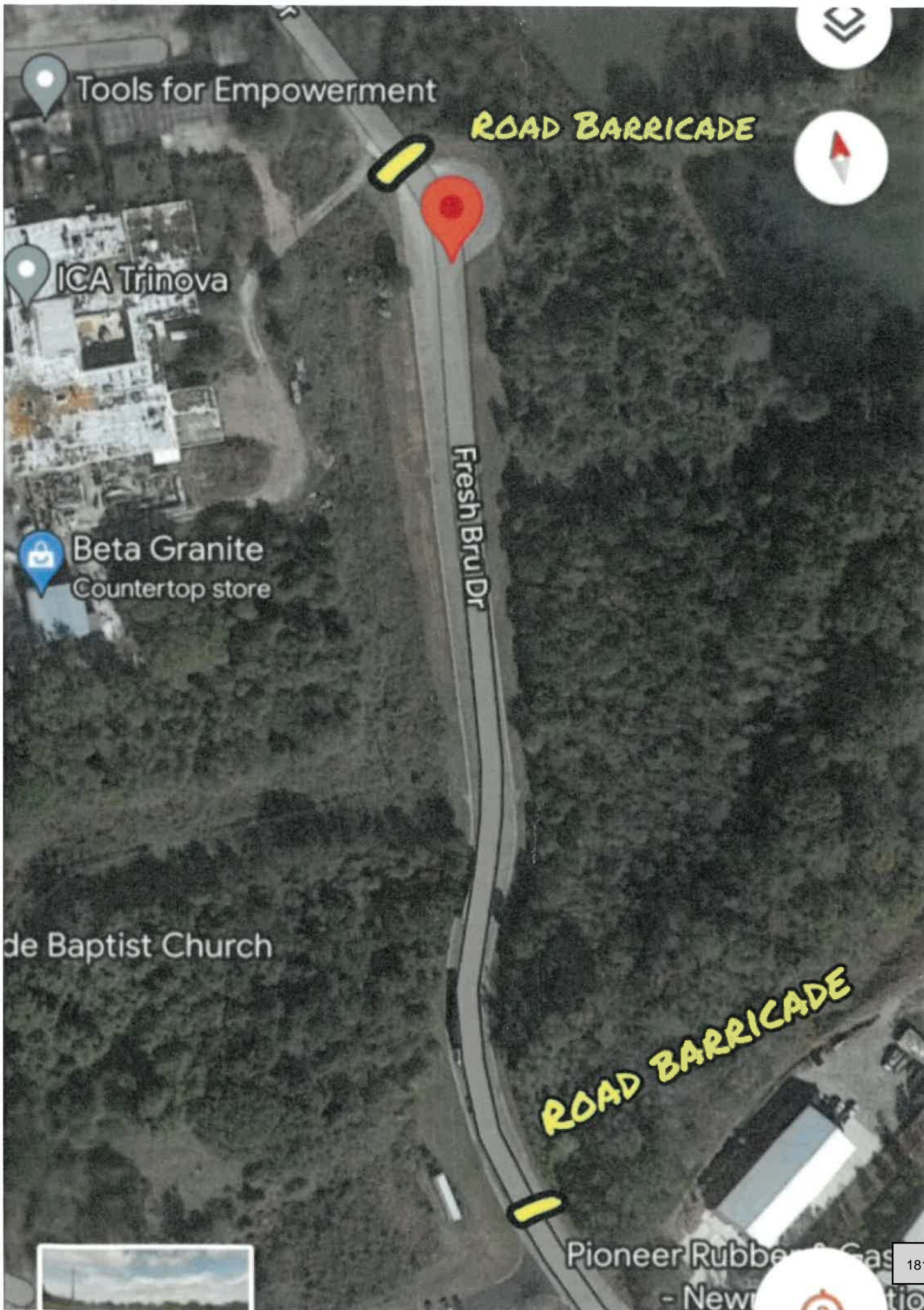
Block

1000	1001	1002	1003	1004	1005	1006	1007	1008
1009	1010	1011	1012	1013	1014	1015	1016	1017
1018	1022	1023	1024	1025	1026	1027	1030	1033
2006	2007	2008	2009	2010	2011	2012	2013	2014
2015	2016	2017	2018	2019	2021	2043	2045	3002
3003								

Tract 170702

Block

1000	1002	1003	1007
------	------	------	------





March 21, 2023

Dear Council Members,

I am writing on behalf of both Explore Newnan-Coweta and the Newnan-Coweta Chamber of Commerce to request the use of the City Trolley for the tourism portion of 2023's Leadership Coweta class on Tuesday, April 11th from 8:00am until 2:30pm.

The purpose of this day is to showcase not only the economic impact that tourism has for our county but also our assets, how we market the community and measurements in place to determine ROI. The class of 25 will embark on a FAM tour (familiarization) of the county which includes the proposed itinerary:

- Begin in Newnan w/ guided driving tour of historic districts + courthouse
- Continue downtown tour past The HOP, McRitchie-Hollis & Oak Hill Cemetery
- Drive to 180 Degree Farm for on-site tour
- Driving tour thru Turin/Sharpsburg
- Tour of Senoia Raceway
- Film tour in Senoia
- Lunch
- Drive back to Newnan

Utilizing the trolley will not allow the entire class to enjoy a guided and more in-depth tour while remaining together, but also highlight a unique asset our community has while marketing it to the very audience that would use it in the future. In addition to that, seeing the trolley around the county will grow awareness of its availability.

As ENCI is spearheading the planning of this day, our office will cover any necessary costs for the use of the trolley.

Thank you!

Heather Daniel, President & CEO
Explore Newnan-Coweta
heather@explorenewnancoweta.com

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).