



## Newnan City Council Meeting

APRIL 13, 2021

Newnan City Hall

Richard A. Bolin Council Chambers

25 LaGrange Street

2:30 PM

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**NO OFF-AGENDA ITEMS OR COMMENTS WILL BE CONSIDERED AT TODAY'S MEETING**

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### CALL TO ORDER

### INVOCATION

### READING OF MINUTES

- [A.](#) Minutes from Regular Meeting on March 23, 2021

### REPORTS OF BOARDS AND COMMISSIONS

- B. 3 Appointments- Newnan Youth Activities, 3 year term
- C. 3 Appointments- Newnan Urban Redevelopment Agency, 3 year term

### REPORTS ON OPERATIONS BY CITY MANAGER

### REPORTS AND COMMUNICATIONS FROM MAYOR

### NEW BUSINESS

- [D.](#) Public Hearing- Application for Alcohol Beverage License - Los Brothers Tacos Inc. - Retail On Premise (Pouring) Sales of Malt Beverages - 50 Bullsboro Dr. Suite B - Reason: New Business
- [E.](#) Public Hearing- Application for Alcohol Beverage License - Newnan Commercial Properties LLC - 1700 Newnan Crossing Blvd East - Retail Off Premise (Package) Sales of Malt Beverages & Wine - Reason: New Business
- [F.](#) Annexation Request - Annex2021-01 By Poplar 20-20, LLC; 42.20± acres on Poplar Road (Tax Parcel #s 087 2005 001, 087 2005 002 and 087 2005 003); Requested zoning of MXD (Mixed Use Development) for 304 multi-family units, 150 independent family units, 86 assisted living units, 672,800 square feet of office space, a 140-key hotel, and 75,200 square feet of retail/restaurant space - Decision on Referring to Planning Commission
- [G.](#) Consideration of An Ordinance Ratifying Awarded Emergency Contracts
- [H.](#) Consideration of An Ordinance Providing for Additional Compensation for Exempt Employees During the Period of An Emergency
- [I.](#) Resolution to Establish a Policy for Structures Impacted By the Tornado and Severe Storm Which Began on March 25, 2021 and Continued Into March 26, 2021 And For Other Purposes
- [J.](#) Consideration of a Contract Award for Milling and Resurfacing of Various Streets to Piedmont Paving, Inc.
- [K.](#) Consideration of Renewal of Facilities Lease Agreement between the City of Newnan and the Wholistic Stress Control Institute, Inc.
- [L.](#) Consideration of Quitclaim Deed for Former Sewerage Package Plant Site at Thomas Crossroads

- [M.](#) Consideration of an Ordinance to Adopt a New Chapter 13, Municipal Court, of the Code of Ordinances
- N. Consideration of Participant Retirement Severance Agreement

**UNFINISHED BUSINESS**

- [O.](#) 2nd and Final Reading- Rezoning Request RZ2021-01, Jack Hughston, Edgar Hughston Builder Inc. for 16.58 ± acres at 255 Mary Freeman Rd. - (#111 1017 003) - From RS-15 to RU-7 for 46 Single-Family Homes

**VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS**

- [P.](#) Request from Heritage Ridge neighborhood for permission to put up signs for Neighborhood Garage Sale to be held May 1st. Signs beginning April 25th- May 2nd at both entrances on Lower Fayetteville.
- [Q.](#) Request by First Baptist Church to block streets June 14th-18th for Vacation Bible School

**MOTION TO ENTER INTO EXECUTIVE SESSION**

- [R.](#) Motion to Enter into Executive Session

**ADJOURNMENT**

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, March 23, 2021 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

**CALL TO ORDER**

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

**PRESENT**

Mayor Keith Brady: Council members present: Rhodes Shell, George Alexander; Cynthia E. Jenkins, Ray DuBose, Paul Guillaume and Dustin Koritko. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Megan Shea; Planning Director, Tracy Dunnavant; Public Works Director, Michael Klahr; and City Attorney, Brad Sears and Police Chief, Douglas “Buster” Meadows.

**MINUTES – REGULAR COUNCIL MEETING – MARCH 9, 2021**

Motion by Councilman Koritko, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council meeting on March 9, 2021 and adopt them as presented.

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

**APPOINTMENT – NEWNAN YOUTH ACTIVITIES COMMISSION – 3 YEAR TERM**

Motion by Councilman Koritko, seconded by Councilman Alexander to appoint Matt Markham to the Youth Activities Commission for a three-year term.

**MOTION CARRIED (7-0)**

**APPOINTMENTS- CHRISTMAS COMMISSION- 3 YEAR TERM**

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to appoint Kenya Brantley to the Christmas Commission for a three-year term.

**MOTION CARRIED (7-0)**

**CONSIDERATION OF AN ORDINANCE TO AMEND SECTION 4-17, PROHIBITED ANIMALS, OF ARTICLE I, GENERAL, OF CHAPTER 4, ANIMALS, OF THE CODE OF ORDINANCES**

City Manager explained that Mayor Pro Tem Shell asked about this ordinance back in 2019. City Staff researched it, studied the language of other ordinances then shut down due to COVID. It was already drafted so it's being brought back now. It allows for the keeping of hens, not roosters and it limits the maximum number to 5. It also regulates the cage size and does not allow for commercial sale.

Mr. Tim Ross from the Stonebridge Community spoke. He inquired how this came to be amended and Mayor Pro Tem Shell explained that he had several constituents who asked about this previously, mostly for the purpose of wanting fresh eggs for food supply.

Mr. Ross then asked if this ordinance would supersede HOA guidelines. The HOA guidelines of Stonebridge specifically states no farm animals. City Attorney clarified that the HOA would rule. Mr. Ross then asked who would monitor this? If someone had a 6ft high fence how you would you know what they have? City Manager responded that this would be similar to other regulatory ordinances the City has such as junk, growth of grass etc. and a privacy fence does pose an obstacle. If there is substantial evidence or complaints the City can inspect the premises. Code Enforcement and Animal Control would have authority and joint responsibility for this.

City Attorney further explained that Code Enforcement and Animal Control would not enforce HOA restrictions. If this ordinance were to pass, even though it would permissible in the City that does not mean it would be permissible in certain neighborhoods.

Motion by Mayor Pro Tem Shell, no seconded.

**MOTION DIED LACK OF 2<sup>nd</sup>**

**CONSIDERATION OF RESOLUTIONS TO RATIFY THE APPOINTMENT OF ASSISTANT PROSECUTORS IN MUNICIPAL COURT**

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

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

**CONSIDERATION OF A TEXT AMENDMENT TO THE ZONING ORDINANCE TO ALLOW DUPLEXES IN RU-7 ZONING DISTRICTS**

Dean Smith, Planner, explained that this was brought to the City by Ms. Levitch. It was shortly after the moratorium was placed and her application was for outright use of duplexes in RU-7 zoning. It is being suggested that it be allowed as a special exception or conditional use and allow the Board of Zoning Appeals to decide as it would be site/case

specific. This would also give the neighborhood the opportunity to voice their opinion. If Council wants to consider this it will go to the Planning Commission next month.

Motion by Councilwoman Jenkins to refer to Planning Commission, no second.

**MOTION DIED LACK OF 2<sup>nd</sup>**

**CONSIDERATION OF A DONATION AGREEMENT BETWEEN THE CITY OF NEWNAN AND FRIENDS OF LINC, INC.**

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

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

**PUBLIC HEARING- REZONING REQUEST RZ2021-01, JACK HUGHSTON, EDGAR HUGHSTON BUILDER, INC. FOR 16.58 + ACRES AT 255 MARY FREEMAN ROAD (#111 1017 003) FROM RS-15 TO RU-7 FOR 46 SINGLE FAMILY HOMES**

Mayor Brady opened the Public Hearing.

The Planning Director stated that this tract is located at 255 Mary Freeman Road, between the entrances at Fox Ridge subdivision and Ashton Place. There is a cabin style home currently on the property and the builder is requesting to build an additional 45 homes. Proposed homes will feature brick and stone with living spaces between 2,700-4,200 square feet and price points will begin in the low 300's. All homes will feature smart technology and game day patios with fireplaces. This development would become part of Ashton Place and the residents would have access to all of their amenities. Should be noted that Fox Ridge and Ashton Place were granted open space incentives when they were originally plated and that allowed them to develop with reduced setbacks and lot sizes. Although they are zoned RS-15 they are more in line with RU-7 designation. RS-15 allows up to 41 units and the builder is only requesting an additional 5 homes in the RU-7.

The Planning Director stated that staff had completed an assessment of the 8 required standards and gave a summary of each.

The property is bordered on three sides by existing subdivisions and Welch Elementary school. The existing zoning allows up to 41 units and the builder is asking for 46. Staff felt the use was suitable in view of zoning and development of adjacent and nearby properties.

As far as adverse impact on adjacent or nearby property, the greatest impact would be traffic but that would be minimal. The increase will not be enough to change the level of service for Mary Freeman Road.

Could it be used as currently zoned? Yes, it is already zoned for the use they are requesting.

Would the project cause an “excessive or burdensome” use of public facilities? Staff determined the project will have minimal impact on public services as they are only adding 5 homes to what is already allowed. Anticipated call volume for Fire and Police was considered. The school system did caution that capacity is an ongoing concern and asked that the developer provide pertinent information for planning purposes.

Comprehensive Plan- Future Land Use Map shows the property as future low density residential, which is “four units per acre or less” and RU-7 allows up to 4 units per acre so it is consistent with the Comprehensive Plan.

The applicant is proposing residential so it would be consistent with the purpose and intent of the proposed zoning.

Would the proposed use be supported by new or changing conditions not anticipated by the Comprehensive Plan? This property was given future low-density residential designation in 2016 and a rezoning for a residential subdivision with proposed net density of 2.7 units per acre would be consistent.

Staff does feel the project shows a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property. The subject property is already zoned to accommodate a 41-unit subdivision and the applicant is only proposing 5 more units. The requested setbacks, lot sizes and density will be similar to existing subdivisions nearby. In addition, this would become a phase of Ashton Place and the residents will have access to the amenities of that subdivisions. The applicant has also agreed to proffer a playground for the site.

Staff found that the development met 7 of 8 standards. The Planning Commission held a public hearing at their February 9<sup>th</sup> meeting and voted unanimously to recommend approval with the following conditions:

- The development of the property would be consistent with the concept plan, pictures, and supporting documentation that has been provided as part of the rezoning application.
- The project will be limited to 46 units.
- A written agreement with Ashton Place regarding the amenities and covenants/restrictions would be provided prior to the City Council meeting.
- The applicant has agreed to proffer a playground for the site.

Applicant:

Mr. Robert Hancock on behalf of current owner of the property, Parks Family and the applicant Hughston Homes reiterated that the project has the support of staff and the

unanimous support of the Planning Commission. The average lot in this development will be larger than the ones adjacent in Fox Ridge. During the Planning Commission meeting there were a few people with concerns, mainly around the size of the pool not being sufficient. Although many of those people stated that they had moved in after the Summer of 2019, the last time it was open, and therefore none of them had actually been to the pool yet. Then there was one person who thought the builder is just being greedy.

The cabin on the property is a private residence that will remain.

Mayor Brady closed the public hearing.

Motion by Mayor Pro Tem Shell, seconded by Councilman Alexander to accept the Planning Commission report for the rezoning request, location at 255 Mary Freeman Rd. consisting of 16.58 ± acres.

**MOTION CARRIED (7-0)**

Motion Councilman Guillaume, seconded by Mayor Pro Tem Shell to approve the rezoning request with the stated proffered conditions. Opposed: Koritko

**MOTION CARRIED (6-1)**

Motion by Mayor Pro Tem Shell, seconded by Councilman Alexander to adopt the Ordinance to amend the Zoning Map for property located at 255 Mary Freeman Road from RS-15 (Suburban Residential Single-Family Dwelling District-Medium Density) to RU-7 (Urban Residential Single-Family Dwelling District-High Density) with all conditions. Opposed: Koritko

**MOTION CARRIED (6-1)**

**PUBLIC HEARING- ZONING ORDINANCE AND SUBDIVISION REGULATION TEXT AMENDMENTS**

Dean Smith, Planner explained that there are several text amendments to the zoning ordinance and subdivision regulations being presented. One article in particular, Article 6, was discussed last year by Council relating to MXD (Mixed Use Development) District. It was tabled due to the Pandemic and now being brought forward again.

Councilman Alexander asked what 'other select zoning districts' means in Article 2 with regards to Microbreweries, Micro-Producers etc. Mr. Smith stated that on page 106 of the agenda packet it shows a definition of 'micro-producers' that is being added and that conditional or special exception uses are being added in a few districts. They are suggesting that they be allowed in Central Business District, Heavy Commercial and two Industrial districts. CCS and CGN are going to be located along major corridors such as Bullsboro Drive, the Bypass, and Ashley Park. Heavy Commercial is harder to show on a

map but some areas would be along Greenville Street and Temple Avenue. Revisions can be made so that neighbors in those areas can have input.

City Manager explained that Heavy Commercial opens up a lot of other uses. Micro-Producers actually might be less intense than some other types of Heavy Commercial such as auto body shops or used car lots. It can be made special exception so that when these applications come before the Board of Zoning Appeals we can make hours of operation a concern, ask them how they will handle noise etc. Neighbors will be given notice and will be able to voice their concerns.

Councilwoman Jenkins asked about Article 5 regarding the neon signs and if there will be a size limit? Mr. Smith explained that they will remain the size that is currently regulated. There is no proposal to change the existing restrictions on size. This is just a material change and it's only in the overlay districts.

A question was asked regarding the article to add a clause stating fences in front yards or in street side yards must be setback from the property line by 5 feet to avoid blocking line of sight for drivers. Mr. Smith explained that there have been a lot of questions and requests, mostly from HOA's that have small lots. If they have a corner lot, there can be issues pulling out and not being able to see what's coming. The suggestion is to offset 5 feet minimum on the street side and anything put in the front yard offset so it doesn't create traffic sight issues. Another option would be having to make anything on street side see through or wrought iron. Right now, there are no setbacks to fences, we do not require a survey. Councilman Alexander thinks it should be considered on an as needed basis.

Mayor Brady recommended that the two items discussed, locations of micro-producers and fence setbacks, be separated from the ordinance and brought back to Council with more information.

There was a question regarding Article 5, demolition of structures. Is this tied to designation of districts? Mr. Smith responded that this is tied to that due to the change in the ordinance passed previously regarding structures over 50 years old. This is ensuring the language doesn't conflict and makes it consistent. Any demolition of a structure has to go before the Planning Commission regardless of the age of the structure if it is in one of the designation districts. How this affects or takes into consideration the Historic Districts was also discussed.

Mr. Smith further explained that the Historical Overlay District applies to certain sections of the City but has nothing to do with demolition standards. The Downtown Design Overlay District is the only one that has to do with demolition standards that are different than the one recently adopted saying that everything 50 years and older has to come before Council.

This issue will also be separated out to follow up on.



A question was asked on Article 11, and how it is worded when it says delegation of authority. This is mostly regarding street acceptances. City Manager explained that when it comes to street acceptances that by the time it gets to City Council everything is in order and therefore there is no denial. So, it should be made administrative.

Motion by Councilman DuBose, seconded by Councilman Alexander to continue this entire ordinance to the next meeting.

**MOTION PASSED (7-0)**

**CONSIDERATION OF RATIFICATION OF NOTICE TO TERMINATE LEASE AGREEMENT BETWEEN THE CITY OF NEWNAN AND THE AFRICAN AMERICAN ALLIANCE, INC.**

Ayisat Idris-Hosch spoke on behalf of the African American Alliance. She was appointed in November and knows there are lots of internal issues. She explained that they have overcome those issues and they want to work with the City to put together events, workshops and activities for the African American Community. The alliance believes it's important for the community to see them working with the City and not against each other for one common goal. The history of African Americans in Coweta County is important. She asked Council to consider all of these things before terminating the lease.

Ms. Idris-Hosch stated that she thinks it's important to pay attention to what is going on and pay attention to how we can all come together with this organization, Farmer Street Cemetery Commission and the African American community to put the vision that Cynthia Roser and Bob Olmstead had when they first started this organization.

City Attorney stated that the letter sent regarding the lease termination had a 30-day term to it. Ms. Idris-Hosch said that she has not seen the letter and only just saw a copy of the lease. The current lease expires in July. City Attorney explained that this is a good opportunity to put together a new lease with the appropriate individuals. The bylaws need to be redone. There is nothing in the bylaws currently that meet the requirements for a 501(c)3. They need to get an attorney to help them put that together.

Mayor Brady stated that they all agree that the African American Alliance needs to be there and operating the museum, they want that all to continue. This is a triggering device to set in motion the things that the City Attorney is describing, to make sure we get to a lease that is advantageous for both the Alliance and the City in order to provide for the community. This is not punitive. The Mayor suggested an additional 60 days be given.

Councilwoman Jenkins suggested giving them the time and put a new lease in place for August 1<sup>st</sup>. City Attorney explained that to terminate the lease now allows for a blank slate. From a legal standpoint the concern is who is the lease with. We are not sure who has the keys. Staff has received complaints. The other concern is that there is important stuff in the building and we don't want that stuff to leave the building.

Assistant City Manager stated that they are aware of who has keys and the locks can be changed again if needed. Ms. Idris-Hosch also stated that she requested the locks be changed and she has keys. She said they are in talks to get an attorney and revise the bylaws. Since the current lease is up on July 30<sup>th</sup> that gives them time to get the lease in order as opposed to terminating and handing the keys over again with items that are in the building that belong to the community. If Council decides to terminate the lease then they will hand over the keys but they would have to remove the items first.

It was asked what would happen to the items. Ms. Idris-Hosch stated that she would need to get a curator to remove the items and store them safely. A suggestion was made by Councilwoman Jenkins to allow for the items to remain on site while negotiations are going on. This helps make the public aware that we are trying to work through this and preserve the museum and not trying to take anything away from the community. We can secure the building so nothing walks off, limit to staff only. This is an important asset for our community and it needs to stay where it is.

The question was asked, are there legal issues to be concerned about if they go with Councilwoman Jenkins suggestion instead of terminating the lease? City Attorney explained that the concern is who has access. He suggested there could be two motions made, one to ratify the termination and one to extend the time given for the group to vacate the premises.

Mayor Brady stated again that the Council wants the African American Alliance to exist, to provide services and does that in the correct manner in the building that the City owns.

Ms. Idris-Hosch asked the City Attorney for clarification. He stated the Council can ratify the termination of the lease and extend the time to vacate the premises to allow staff and attorneys to make sure the group is properly constituted.

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to ratify the termination of the current lease and give an additional 60 days to the group to vacate the premises.

**MOTION PASSED (7-0)**

**ADJOURNMENT**

Motion by Councilman Alexander, seconded by Councilman Koritko to adjourn the Council meeting at 7:32pm.

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

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

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

# APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Los Brothers Tacos Inc.**

Licensee: **Jose D Enriquez**

License Representative: **N/A**

Type License: **Retail On Premise (Pouring) Sales of Malt Beverages**

Location: **50 Bullsboro Dr. Suite B**

## TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If not, reasons file prior to hearing

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Newnan Commercial Properties LLC**

Licensee: **Minhas Panjwans**

License Representative: **N/A**

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

Location: **1700 Newnan Crossing Blvd East**

## TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

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

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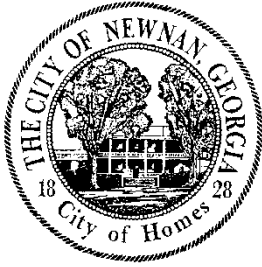
If not, reasons Advertised. Will file affidavit prior to hearing.

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

If not, reasons file prior to hearing

Respectfully submitted,

Megan Shea  
City Clerk



## City of Newnan, Georgia – Mayor and City Council

Date: April 13, 2021

Agenda Item: Annexation Request – Poplar 20-20, LLC  
42.20± acres located on Poplar Road (Tax Parcel # 087 2005 001, # 087 2005 002, # 087 2005 003)

Prepared and Presented by: Tracy Dunnavant, Planning Director

**Purpose:** Melissa Griffis, on behalf of Poplar 20-20, LLC, is requesting the annexation of tax parcel #s 087 2005 001, 087 2005 002, and 087 2005 003 into the city limits. The parcels contain approximately 42.20± acres and is located off Poplar Road.

Land Owner	Tax ID Numbers	Acreage	Location
Phillips Family Partnership, LLLP	087 2005 001	42.20 ± acres	Poplar Road
Marjorie P Phillips (executrix for Donald Guy Phillips)	087 2005 002		
Alton Martin Payton	087 2005 003		

**Background:** Melissa Griffis, on behalf of Poplar 20-20, LLC is asking the Council to annex a total of 42.20± acres located on Poplar Road into the city limits. The majority of the parcels are currently undeveloped except for a single-family home. The annexation project would abut the city limits on both the north and east property borders. The petitioner is requesting a zoning designation of MXD (Mixed Use Development District). The applicant is seeking to construct a development consisting of 304 multi-family units, 150 independent living units, 86 assisted living units, 672,800 square feet of office space, a 140-key hotel, and 75,200 square feet of retail/restaurant space.

Information regarding the request has been included in the agenda packet. Supplemental materials can be accessed at this link:

<https://www.dropbox.com/s/7wvni0qrpv8v8mk/Poplar%20Place%20Annexation%20Package.pdf?dl=0>.

It should be noted that the proposed development has been determined to be a Development of Regional Impact by the Three Rivers Regional Commission (TRRC). As such, the project will require further analysis by TRRC and the State Road and Tollway Authority (SRTA) in terms of transportation impact.

### **OPTIONS:**

- A. Act to pursue Annexation/Rezoning
- B. Deny the Annexation/Rezoning Petition

### **ATTACHMENTS:**

Letter of Intent  
Location Map  
Application for Annexation  
Community Impact Analysis

**Funding:** N/A

**Previous Discussion with Council:** None





**HORNE & GRIFFIS, P.C.**  
32 South Court Square, P.O. Box 220  
Newnan, Georgia 30264  
[www.newnlaw.com](http://www.newnlaw.com)

MELISSA D. GRIFFIS (GA, AL)

Telephone (770) 253-3282  
FAX (770) 251-7262  
Email:melissa@newnanlaw.com

March 31, 2021

**VIA HAND DELIVERY**

Ms. Tracy Dunnavant, Planning Director  
City of Newnan  
25 LaGrange Street  
Newnan, Georgia 30263

**RE: Annexation Application of Poplar 20-20, LLC  
Approx. 42.02 +/- Acres Located on Poplar Road, Newnan,  
Georgia**

Dear Ms. Dunnavant:

Poplar 20-20, LLC, Applicant of the above-described property (“the Property”) in Newnan, Georgia, hereby makes this application to annex approximately 42.02 +/- acres located on Poplar Road in Newnan, Georgia to MXD.

The Poplar Place Town Center is a 42.02 +/- acre mixed-use development located on Poplar Road at Interstate 85 across from Piedmont Newnan Hospital.

This exciting development will combine uses of offices, restaurants, senior living, multi-family, a hotel and the LINC Trail running through the middle of the project.

The proposed community has easy access to Interstate 85 and the signaled traffic intersections that already exist on Poplar Road. As you can see on the attached renderings and elevations, this community will be the first of its kind in the City of Newnan and will not only employ local residents, but will also attract those outside of the city limits of Newnan, Georgia, to our great community.

As noted on the “Application for Annexation” form enclosed herewith, the Property is the best location for an MXD zoning as it is a prime location for uses of commercial, office and/or institutional along with a transition for a multi-family component and senior living component. The annexation will allow for development of this current property that is vacant, but is a gateway into the City of Newnan. The MXD zoning classification will be beneficial to the business owners and residents not only at the Property, but also the surrounding area.

Ms. Tracy Dunnavant  
March 31, 2021  
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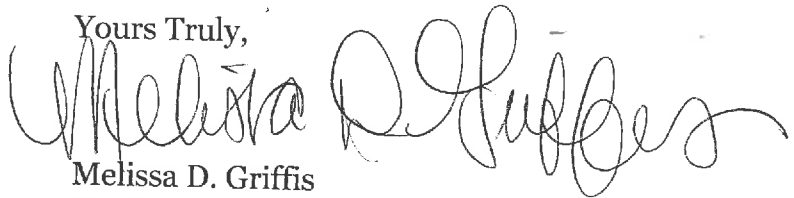
The Applicant has proffered conditions herein of developing pursuant to all documentation, exhibits, renderings and elevations that are provided within the application packet itself. Further, the attached plans, profiles, elevations and other demonstrative materials submitted are also to be considered as proffered conditions. The proposed annexation will facilitate the smart growth and development and development that is expected in the City of Newnan.

For the reasons states above, Poplar 20-20, LLC believes that this application is not only consistent with, but advances the intent of the City of Newnan Zoning Ordinance.

Poplar 20-20, LLC has, at attached Tabs (A) through (I), included all materials required per the Application Form and applicable Ordinance provisions. As always, should you have any questions about the material submitted, or should you require additional information, please do not hesitate to contact me. Poplar 20-20, LLC, as Applicant, and myself, as counsel for Poplar 20-20, LLC look forward to working with you and your staff as you review and analyze the enclosed Application.

I look forward to receiving the Planner's Recommendation in the near future.

Yours Truly,



Melissa D. Griffis  
For Poplar 20-20, LLC

MDG/kr  
Enclosures

# TAB A

## Application for Annexation



# CITY OF NEWNAN, GEORGIA

## Planning and Zoning Department

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

### APPLICATION FOR ANNEXATION

*The purpose of the Annexation Zoning Policy is to provide a mechanism whereby land, which is subject to annexation by the City of Newnan, shall be evaluated and a zoning district be decided upon to apply to said land upon the annexation becoming final.*

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Name of Applicant Poplar 20-20 LLC

Mailing Address 1539 Bear Creek Road, Moreland, GA 30259

Telephone (404) 725-5355 Email: HBARRY@BARRYCOMPANIES.COM

Property Owner (Use back if multiple names) see attached

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address/Location of Property Poplar Road, Newnan, Coweta County, Georgia

County Zoning Classification RC Requested Zoning Classification MXD

Present Land Use undeveloped land

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Upon receipt of this application for annexation of property to the City, such application shall be placed on an agenda of the City Council meeting within 60 days of the filing of such application. The City Council shall evaluate the application, and if it is decided that the City will pursue annexation, the zoning request for the property is forwarded to the Planning Commission for a zoning recommendation.

Petitioners for annexation must present to the Planning & Zoning Department the following information:

X A petition for annexation into the City of Newnan, Georgia, which shall be in the form of a letter and include:

- ✓ Petitioner 's Name
- ✓ Mailing Address
- ✓ Contact Telephone Number
- ✓ Address or Tax Map Number of the property(s) proposed for annexation
- ✓ County Zoning Classification(s)
- ✓ Requested Zoning Classification(s)
- ✓ Present Land Use of the property(s)
- ✓ Proposed Land Use of the property(s)

X A completed property owners authorization form (attachment A). If multiple properties are being requested a separate application shall be submitted.

X A legal description of the property(s) and a legal description for each zoning classification being requested.

X  A survey by a licensed and registered land surveyor (which shall show, at a minimum, the extents of the property, size in acres, adjacent property owners, and the existing city limits line). One paper plat 18" x 24" minimum size and a digital copy in pdf format.

X  A check in the amount of \$600.00/Plus fees per acre as determined by the requested zoning classification payable to the City of Newnan.

- Single-Family Zoning Classification ..... \$15.00 Per Acre
- Multi-Family Zoning Classification ..... \$25.00 Per Acre
- Office/Institutional Zoning Classification..... \$15.00 Per Acre
- Commercial Zoning Classification ..... \$25.00 Per Acre
- Industrial Zoning Classification ..... \$15.00 Per Acre
- MXD ..... \$25.00 Per Acre

X  A list of all property owners with addresses within 250 feet of the property(s) being annexed.

The City Council may reject the application or refer it to the Planning Commission to consider zoning and other relevant planning issues including whether the proposed annexation meets the intent of the Comprehensive Plan and whether the property should be annexed. If the annexation is to be passed to the Planning Commission, the City shall notify Coweta County of intent to annex within 5 business days of receipt of the request for annexation. This notification shall include all relevant data pertaining to the proposed land use of the area to be annexed. Upon receiving a recommendation from the Planning Commission, the City Council may choose to proceed with annexation of the property. The annexation shall be effective on the last day of the calendar quarter during which the annexation occurred.

The procedure for rezoning of the property is identical to that of a conventional rezoning except the hearing before the Council shall be conducted prior to the annexation of the subject property into the City.

The zoning classification approved by the City following the hearing shall become effective on the later of:

- > The date the zoning is approved by the Council, and
- > The date the annexation becomes effective pursuant to O.C.G.A. §30-30-4

All annexation into the City of Newnan shall meet all of the requirements for resolution of land use conflicts as required by State House Bill 489 (refer to Article 10, §10-4 of the Newnan Zoning Ordinance).

I do hereby certify that the information provided herein is both complete and accurate to the best of my knowledge, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

\_\_\_\_\_  
Applicant's Signature HAROLD BARRY, MANAGER

\_\_\_\_\_  
Date 3/23/2021

**FOR OFFICIAL USE ONLY**

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Additional Property Owners:

Phillips Family Partnership, LLLP  
690 Poplar Road  
Newnan, GA 30263

Tax ID # 087 2005 002

Marjorie P. Phillips  
734 Poplar Road  
Newnan, GA 30263

Tax ID # 087 2005 003

Estate of Deward Allen Payton  
c/o John & Rita Pate  
4170 Spinnaker Drive #1022-C  
Gulf Shores, AL 36542

Tax ID # 087 2005 001

# **TAB B**

## **Property Owners Authorization Forms**



City of Newnan, Georgia  
Attachment A  
**Property Owner's Authorization**

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name of Property Owner Phillips Family Partnership, LLLP

Telephone Number \_\_\_\_\_

Address of Subject Property 690 Poplar Road

Newnan, GA 30263

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Richard Phillips, General Partner  
Signature of Property Owner

Personally appeared before me

Richard Phillips

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

Karen Rebeor

Notary Public

11.17.2020

Date







City of Newnan, Georgia  
Attachment A

# Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name of Property Owner Phillips Family Partnership, LLLP

Telephone Number \_\_\_\_\_

Address of Subject Property 690 Poplar Road

Newnan, GA 30263

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Marjorie Jeanette Payton Phillips, General Partner  
Signature of Property Owner

Personally appeared before me

Richard Phillips

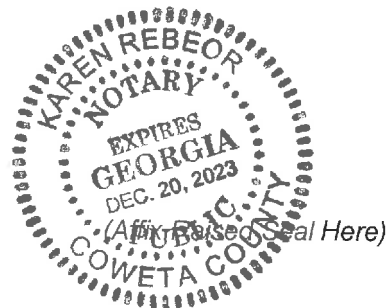
who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Karen Rebeor

Notary Public

11.17.2020

Date





City of Newnan, Georgia  
Attachment A

# Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name of Property Owner Marjorie P. Phillips Executrix of the Last Will and Testament of Donald Guy Phillips

Telephone Number \_\_\_\_\_

Address of Subject Property 734 Poplar Road

Newnan, GA 30263

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

*Marjorie P. Phillips*  
Marjorie P. Phillips

Marjorie P. Phillips, Executrix  
Signature of Property Owner

Personally appeared before me

Richard Phillips

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

Karen Rebeor

Notary Public

11.17.2020

Date



STATE OF GEORGIA  
COUNTY OF COWETA

GENERAL DURABLE POWER OF ATTORNEY

I, MARJORIE JEANETTE PHILLIPS, do hereby appoint RICHARD PHILLIPS (herein called "my attorney-in-fact"), my true and lawful attorney-in-fact, to represent and act for me, for and during the period commencing as of the date hereof, and expiring on the date of my death. The powers herein and hereby conferred are general and my attorney-in-fact is by this power fully authorized to act in all matters and affairs in my place and stead. If he should fail or cease to serve, I name PAMELA PHILLIPS EDGEWORTH to act as my attorney-in-fact hereunder with full powers of substitution.

This power of attorney is executed for the purpose of expediting the transaction of all personal, business and investment affairs of mine and to permit action in my name and in my behalf with respect to any and all my property and affairs during the period of this power as fully and effectively as I might do were I present and acting, third persons being relieved of the responsibility to determine, or require compliance by my attorney-in-fact with, my instructions.

In extension and not in limitation of the powers given by other provisions of this instrument, I confer upon my attorney-in-fact the power to do all things deemed necessary or proper to carry out the provisions and intent of this power of attorney, including but not being limited to the following powers, all of which may be exercised from time to time at her discretion and with respect to property in which I now or hereafter have any interest:

(a) To sell, to exchange, to lease, to make contracts or grant options concerning or otherwise transfer or dispose of any of my real or personal property at public or private sale without advertisement, or through any exchange or dealer and with respect to securities to authorize their transfer upon the books of the respective companies, for such consideration and upon such terms as to credit or otherwise as my attorney-in-fact may determine, which leases, contracts and options may extend beyond the expiration of this power;

(b) To invest in, purchase or otherwise acquire in my name stocks, shares and obligations of corporations, unincorporated associations, trusts, investment companies, mortgages, notes, choses in action, real estate, improvements thereon, and other personal and real property as such attorney-in-fact may deem best without regard to any law now or hereafter in force limiting investments for any fiduciary;

(c) To vote in person or give general or limited proxies or powers of attorney for voting or acting in respect of any of my corporate stock or other security, which may be discretionary and

with power of substitution; to consent directly or through a committee to any reorganization, recapitalization, merger, consolidation, dissolution, amendment to articles of incorporation, liquidation, bankruptcy or other procedure or proceedings affecting any corporation in which I have any interest, and to any sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments, assessments or subscriptions and to take any steps my attorney-in-fact may deem necessary and proper to enable her to obtain the benefit of any such transaction;

(d) To employ brokers, accountants, attorneys, investment counsel, custodians of trust property and other agents;

(e) To compromise, compound, submit to arbitration, sell, release, settle or adjust any claims or demands by or against me which I now or hereafter have, and to agree to any rescission or modification of any contract or agreement affecting me or any property;

(f) To complete, extend, modify or renew any indebtedness of mine as well as to borrow money and execute notes obligating me, and to secure the same by mortgaging, pledging, conveying or otherwise encumbering any or all of my property;

(g) To improve or develop real estate; to construct, alter or repair buildings or structures on real estate; to settle boundary lines and easements and other rights with respect to real estate; to partition and to join with co-owners and others in dealing with real estate in any way;

(h) To receive and receipt for any property or money which I am or may be entitled to receive and to hold, handle and deal with such property;

(i) To draw and sign, endorse, deposit or otherwise collect checks on any of my bank accounts and other instruments for the payment of money;

(j) To execute in my name, seal and deliver any and all instruments in writing deemed advisable to carry out any of the foregoing powers and no one dealing with my attorney-in-fact need inquire into the validity of anything she does or need see to the application of any money paid or any property transferred to or upon her order;

(k) To represent me before any office of the Internal Revenue Service with respect to any Internal Revenue Service tax matter and for any year or period;

(l) To represent me before any State of Georgia Department of Revenue office or the office of any tax or licensing official of any political subdivision of State of Georgia with respect to any Georgia or such political subdivision tax matter and for any year or period;

(m) To receive confidential information and full power to perform on my behalf the following acts with respect to the above matters;

(n) To receive, to endorse and collect, checks in payment of any refund of any taxes, penalties, or interest; to execute and file on my behalf all income tax returns, claims for refund, protests, and declarations of estimated tax, whether Federal or State; to execute waivers (including offers of waivers) of restrictions on assessment or collection of deficiencies of tax and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute closing agreements under Section 7121 of the Internal Revenue Code; to delegate authority or to substitute another representative; and

(o) To make gifts to (1) any charitable organization which is tax exempt under the then applicable terms of the Internal Revenue Code or (2) which qualify for the exclusions from gift tax provided by Internal Revenue Code Sections 2503(b), (c) and (e) and to any of my descendants.

Copies of notices and other written communications addressed to me in proceedings involving the above tax matters should be sent to my attorney-in-fact at any address which she may specify.

The enumeration of specific powers herein shall in no wise limit the general power and authority of my attorney-in-fact hereunder; and the expiration of the period of agency hereunder shall in no wise affect the validity of her actions during said period.

All parties dealing with my attorney-in-fact in connection with my affairs may fully rely upon her power and authority to act for me and in my behalf and in my name, and may accept and rely on agreements entered into by her pursuant to this power of attorney.

This power of attorney is made in contemplation of, and is not to be revoked by, any determination made subsequent to the date of execution of this instrument that I am unable to properly manage my affairs.

**This power of attorney shall become effective only upon my disability or incapacity. I shall be deemed disabled or incapacitated upon the election by my attorney-in-fact to accept the certificate of a physician (who, in my attorney-in-fact's opinion, is qualified) which states that such physician has examined me and that I am incapacitated mentally or physically and am therefore incapable of attending to my business or personal affairs. Any third party is relieved from making any determination of my disability or incapacity in fact, and the exercise by my attorney-in-fact of the powers herein shall sufficiently infer such fact.**

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Coweta County, Georgia, this ~~2nd~~ day of February, 2008.

Signed, sealed and delivered  
in the presence of:

Sherry Eckley  
Witness

Marjorie Jeanette Phillips (SEAL)  
MARJORIE JEANETTE PHILLIPS

Leah J. Sumner  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)  
Notary Public, Coweta County, Georgia  
My Commission Expires June 20, 2009



City of Newnan, Georgia  
Attachment A

# Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name of Property Owner Alton Martin Payton

Telephone Number 404 372 2397

Address of Subject Property Parcel ID # 087 2005 001

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

  
Alton Martin Payton  
Signature of Property Owner

Personally appeared before me

Alton Martin Payton

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

Karen Rebeor

Notary Public

11.17.2020

Date



# Tab C

## Disclosure of Campaign Contributions & Gifts





**City of Newnan, Georgia**

**Attachment B**

**Disclosure of Campaign Contributions & Gifts**

Application filed on March 25, 2021, 2020 action by the Planning Commission on annexation requiring a public hearing on property described as follows:

Parcel ID #087 2005 001GA 30263

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations' having a property or other interest in said property subject of this application are as follows:

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

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

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

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

Signature of Owner

HAROLD BARRY

Type or Print Name and Title

Signature of Applicant's Representative

Melissa D. Griffis, Attorney

Type or Print Name and Title

Signature of Notary Public

3-23-2021

Date

(Affix Raised Seal Here)



Business entity may be a corporation, partnership, limited partnership, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.

Date



City of Newnan, Georgia  
Attachment B

# Disclosure of Campaign Contributions & Gifts

Application filed on March 25, 2021, 2020 for action by the Planning Commission on annexation requiring a public hearing on property described as follows:

690 Poplar Road, Newnan, GA 30263

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.


All individuals, business entities, or other organizations' having a property or other interest in said property subject of this application are as follows:

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


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

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


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

  
Signature of Owner Marjorie Jeanette Payton Phillips  
General Partner

Phillips Family Partnership, LLLP  
Type or Print Name and Title

  
Signature of Applicant's Representative

\_\_\_\_\_  
Type or Print Name and Title

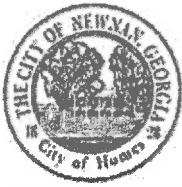
  
Signature of Notary Public

(Affix Raised Seal Here)



Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.

Date



City of Newnan, Georgia  
Attachment B

# Disclosure of Campaign Contributions & Gifts

Application filed on March 25, 2021, 2020 for action by the Planning Commission on annexation requiring a public hearing on property described as follows:

690 Poplar Road, Newnan, GA 30263

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

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

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

*Alton Martin Payton*  
Signature of Owner Alton Martin Payton

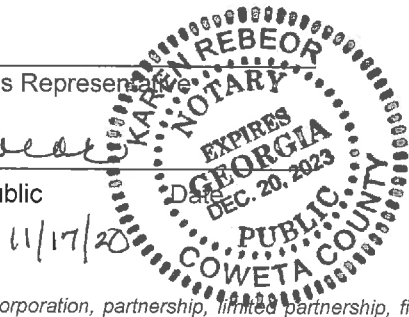
Alton Martin Payton  
Type or Print Name and Title

Signature of Applicant's Representative

\_\_\_\_\_  
Type or Print Name and Title

*Karen Rebeor*  
Signature of Notary Public

(Affix Raised Seal Here)



*Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.*

Date



City of Newnan, Georgia  
Attachment B

# Disclosure of Campaign Contributions & Gifts

Application filed on March 25, 2021, 2020 for action by the Planning Commission on annexation requiring a public hearing on property described as follows:

690 Poplar Road, Newnan, GA 30263

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations' having a property or other interest in said property subject of this application are as follows:

\_\_\_\_\_

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

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

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

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

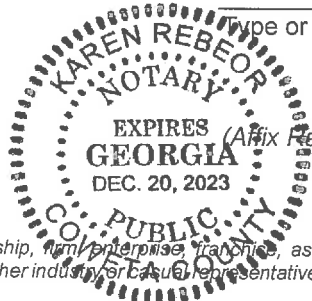
Signature of Owner Richard Phillips  
General Partner

Phillips Family Partnership, LLLP  
Type or Print Name and Title

\_\_\_\_\_  
Signature of Applicant's Representative

\_\_\_\_\_  
Type or Print Name and Title

Karen Rebeor    11.17.2020  
Signature of Notary Public                    Date



Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia  
Attachment B

# Disclosure of Campaign Contributions & Gifts

Application filed on March 25, 2021, 2020 action by the Planning Commission on annexation requiring a public hearing on property described as follows:

734 Poplar Road, Newnan, GA 30263

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations' having a property or other interest in said property subject of this application are as follows:

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

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

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

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

*Marjorie J. Phillips as POA*  
*Marjorie J. Phillips*

Signature of Owner

Marjorie J. Phillips, Executrix of the Estate of Donald Guy Phillips  
Type or Print Name and Title

Signature of Applicant's Representative

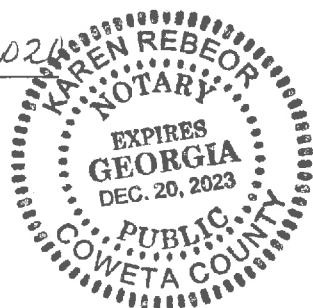
Type or Print Name and Title

*Karen Rebeor*    11.17.2021

Signature of Notary Public

Date

(Affix Raised Seal Here)



# **TAB E**

## **Legal Description of Property**

## **LEGAL DESCRIPTION OF SUBJECT PROPERTY**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING IN LAND LOT 5, 2ND DISTRICT, COWETA COUNTY, GEORGIA. SAID TRACT, OR PARCEL OF LAND BEING PART OF TRACTS 13, 14, AND 15, OF "DR. W. A. & C. R. TURNER SUBDIVISION", PER PLAT RECORDED IN DEED BOOK 48, PAGE 459, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL FOUND, AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF INTERSTATE 85, AND THE NORTH LINE OF LAND LOT 5. SAID COMMENCING POINT ALSO BEING THE POINT OF BEGINNING; THENCE, ALONG SAID NORTH LINE OF LAND LOT 5, THE FOLLOWING COURSES: SOUTH 89°26'12" EAST, A DISTANCE OF 197.07', TO A 5/8" REBAR FOUND; THENCE, SOUTH 89°56'47" EAST, A DISTANCE OF 840.03', TO A 1" OPEN-TOP PIPE FOUND; THENCE, NORTH 88°33'47" EAST, A DISTANCE OF 443.66', TO A 5/8" REBAR SET; THENCE, DEPARTING SAID LAND LOT LINE, SOUTH 00°15'57" EAST, A DISTANCE OF 1567.07', TO A 1/2" REBAR FOUND, ON THE NORTHERLY RIGHT OF WAY OF POPLAR ROAD; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY OF POPLAR ROAD, THE FOLLOWING COURSES: NORTH 82°18'35" WEST, A DISTANCE OF 544.10', TO A 5/8" REBAR SET; THENCE, NORTH 08°21'54" EAST, A DISTANCE OF 55.83', TO A 5/8" REBAR SET; THENCE, ALONG A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 287.91', A RADIUS OF 11850.00', A CHORD BEARING OF NORTH 80°56'20" WEST, AND A CHORD DISTANCE OF 287.90'; THENCE, NORTH 80°14'34" WEST, A DISTANCE OF 279.26', TO A NAIL FOUND; THENCE, NORTH 26°56'13" WEST, A DISTANCE OF 55.98', TO A NAIL FOUND AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY OF POPLAR ROAD AND THE AFOREMENTIONED EASTERLY RIGHT OF WAY OF INTERSTATE 85; THENCE, ALONG SAID EASTERLY RIGHT OF WAY OF INTERSTATE 85, THE FOLLOWING COURSES: NORTH 00°14'34" WEST, A DISTANCE OF 65.44', TO A NAIL FOUND; THENCE, ALONG A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 390.48', A RADIUS OF 1155.00', A CHORD BEARING OF NORTH 09°55'41" WEST, AND A CHORD DISTANCE OF 388.62', TO A 5/8" REBAR SET; THENCE, SOUTH

70°23'13" WEST, A DISTANCE OF 45.00', TO A NAIL FOUND; THENCE, NORTH 19°36'47" WEST, A DISTANCE OF 617.87', TO A NAIL FOUND; THENCE, ALONG A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 279.30', A RADIUS OF 970.00', A CHORD BEARING OF NORTH 11°21'51" WEST, AND A CHORD DISTANCE OF 278.34', BACK TO THE POINT OF BEGINNING.

THE RIGHTS OF WAY OF BOTH POPLAR ROAD, AND INTERSTATE 85 HAVE VARYING WIDTHS, AND ARE BASED UPON LEGAL DESCRIPTIONS, AND PLATS, RECORDED IN DEED BOOK 4220, PAGE 405; DEED BOOK 4261, PAGE 326; DEED BOOK 4277, PAGE 390.

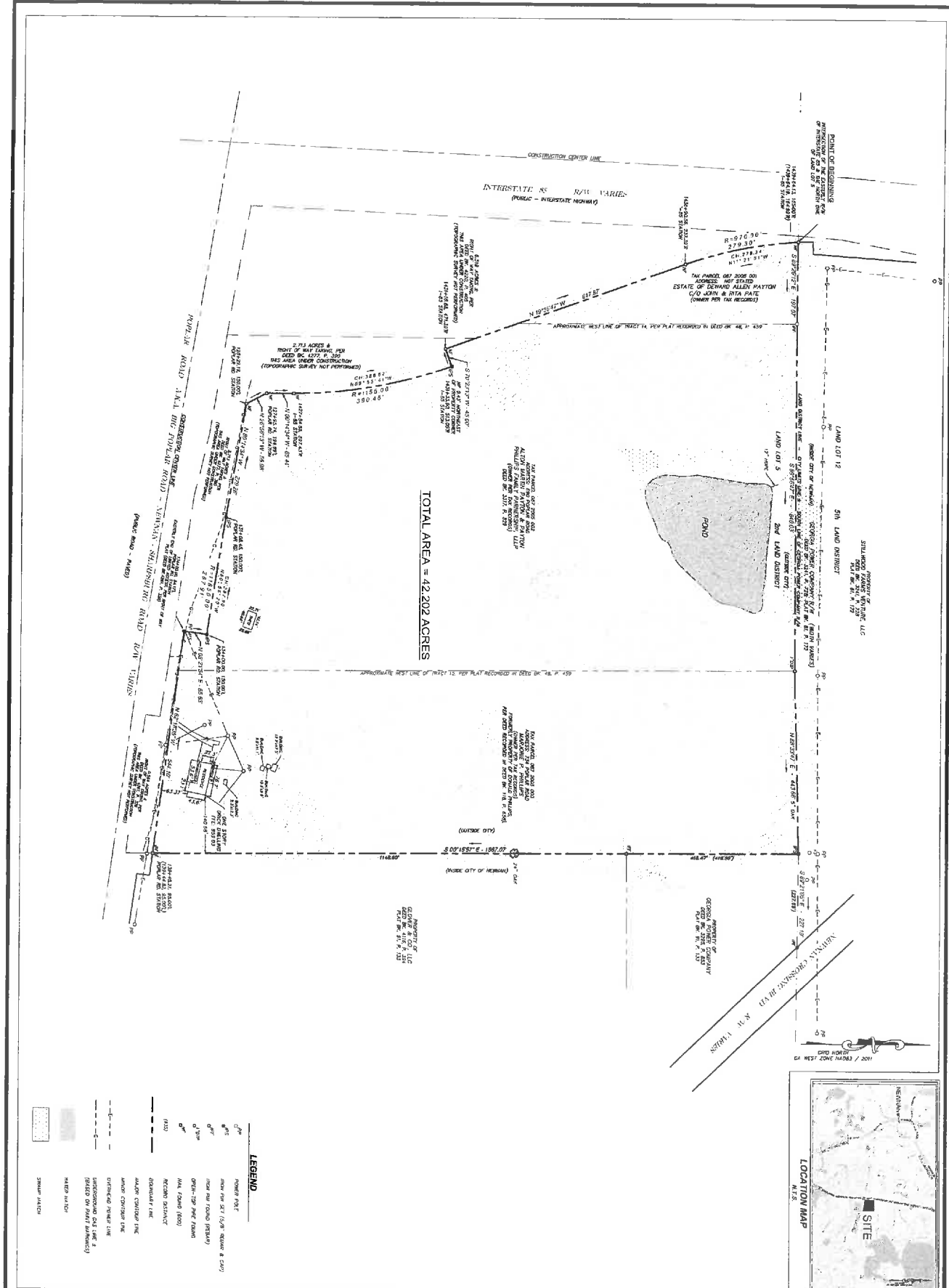
SAID PARCEL CONTAINS 42.202 ACRES (1,838,312 SQUARE FEET), AND IS DEPICTED ON THAT CERTAIN ALTA/NSPS PLAT OF SURVEY, DATED NOVEMBER 14, 2017, PREPARED BY EMC ENGINEERING SERVICES, INC.

BEARINGS STATED HEREIN ARE BASED ON THE GEORGIA WEST ZONE (NAD83/2011) STATE PLANE COORDINATE SYSTEM.

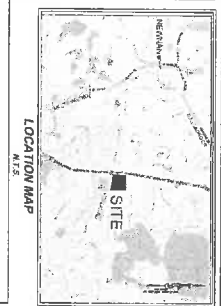
**TAB F**

**Survey**





TOTAL AREA = 42,202 ACRES



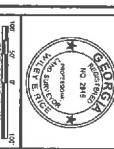
**LEGEND**

- PROPERTY LINE
- CONSTRUCTION CENTER LINE
- APPROXIMATE WEST LINE OF TRACT 1A
- APPROXIMATE WEST LINE OF TRACT 1B
- ROW VARIATION
- EASEMENT
- UNDEVELOPED LAND
- POND
- ROAD
- RAILROAD
- POWER LINE
- TELEPHONE LINE
- WATER MAIN
- SHOWN 1/4" = 100'

**SHEET**  
1  
OF 2

**ALTA/NPS LAND TITLE SURVEY**  
**SWOPE DEVELOPMENT, LLC**  
 LYING IN LAND LOT 5, 2nd DISTRICT  
 COWETA COUNTY, NEWMAN, GEORGIA  
 Prepared for:  
**RICHARD D. SWOPE**

**EMC ENGINEERING SERVICES, INC.**  
 CIVIL  
 MARINE  
 ENVIRONMENTAL  
 5575 MACON ROAD SUITE 15  
 COLUMBUS, GEORGIA 31907  
 PHONE: (706) 565-5965  
 FAX: (706) 565-5963  
 www.emcservices.com



NO.	REVISION DESCRIPTION	BY	DATE

# **TAB G**

**Check payable to The City of Newnan  
(\$1,526.90)**

# **TAB H**

## **Names and Addresses of All Property Owners Within 250' Feet**

**Property Owners within 250' (Parcel 087 2005 001)**

Alton Martin Payton & Payton Phillips  
PO Box 1432  
Newnan, GA 30264

Deward Allen Payton Estate  
c/o 4170 Spinnaker Drive #1022-C  
Gulf Shores, AL 36542

Stillwood Farms Venture LLC  
Suite 2315  
1010 Huntcliff  
Atlanta, GA 30350

**Property Owners within 250' (Parcel 087 2005 002)**

Alton Martin Payton & Payton Phillips  
PO Box 1432  
Newnan, GA 30264

Deward Allen Payton Estate  
c/o 4170 Spinnaker Drive #1022-C  
Gulf Shores, AL 36542

Marjorie P. Phillips  
734 Poplar Road  
Newnan, GA 30263

Piedmont Healthcare Inc.  
Suite 850  
1800 Howell Mill Road NW  
Atlanta GA 30318-0923

Stillwood Farms Venture LLC  
Suite 2315  
1010 Huntcliff  
Atlanta, GA 30350

**Property Owners within 250' (Parcel 087 2005 003)**

Chick-Fil-A Inc.  
5200 Bluffington Road  
Atlanta, GA 30349

Newnan Crossing Development  
8<sup>th</sup> Floor  
133 Luckie Street  
Atlanta, GA 30303

NPC 4 LLC  
Suite A  
1100 Commerce Drive  
Peachtree City, GA 30269

Alton Martin Payton & Payton Phillips  
PO Box 1432  
Newnan, GA 30264

Marjorie P. Phillips  
734 Poplar Road  
Newnan, GA 30263

Piedmont Healthcare Inc.  
Suite 850  
1800 Howell Mill Road NW  
Atlanta GA 30318-0923

Stillwood Farms Venture LLC  
Suite 2315  
1010 Huntcliff  
Atlanta, GA 30350

**Property Owners within 250' (Parcel 087 2005 005)**

Georgia Power Company  
BIN 10151  
241 Ralph McGill Blvd  
Atlanta GA 30308

# TAB I

## Renderings and Elevations

design

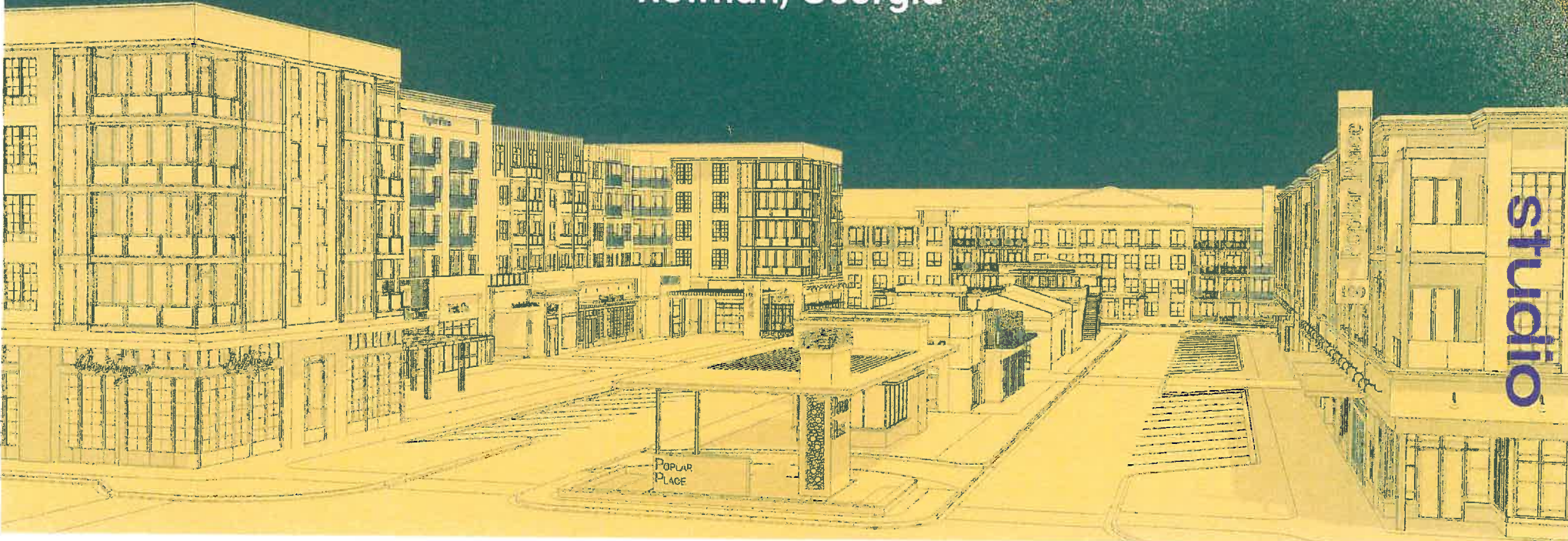
Concept Plan

# Poplar Place Town Center

Newnan, Georgia

dwelling

studio



# Overall Masterplan



## PROJECT DATA

- 1 Multifamily: 4.4 acres 304 units 362,360 GSF**  
 Leasing & Amenities: 10,000 SF  
 Average Unit Size: 950 SF  
 362,360 GSF  
 x 80% Net/Gross  
 289,988 NSF  
 5 level deck, 110 spaces/level = 550 spaces  
 (1st floor public parking)
- 2 Office over Retail: 22,800 SF**  
 4 spaces/1000 SF = 92 spaces
- 3 Jewel Box Restaurants: 3 @ 3,000 SF each**  
 7 spaces/1000 SF = 63 spaces
- 4 Outparcel 1: 1.32 acres**  
 6,000 SF, 80 surface parking spaces
- 5 Outparcel 2: 1.1 acres**  
 6,000 SF, 61 surface parking spaces
- 6 Coffee Shop: 0.72 acres**  
 2,000 SF, 39 surface parking spaces
- 7 Hotel: 1.65 acres**  
 140 keys  
 140 spaces in parking deck
- 8 Office Building A: 162,500 SF**  
 32,500 SF floor plates 5 floors  
 4 spaces/1000 SF = 650 spaces
- 9 Office Building B: 162,500 SF**  
 32,500 SF floor plates 5 floors  
 4 spaces/1000 SF = 650 spaces
- 10 Parking Deck A**  
 9 level 1,224 space deck  
 112 surface parking spaces
- 11 Office Building C: 162,500 SF**  
 32,500 SF floor plates 5 floors  
 4 spaces/1000 SF = 650 spaces
- 12 Office Building D: 162,500 SF**  
 32,500 SF floor plates 5 floors  
 4 spaces/1000 SF = 650 spaces
- 13 Parking Deck B**  
 9 level 1,224 space deck  
 33 surface parking spaces
- 14 Amenity: 0.66 acres**  
 Clubhouse: 7,000 SF  
 20 parking spaces in parking deck
- 15 Senior Living: 8.4 acres**  
 Independent Living: 150 units  
 Assisted Living: 68 units  
 Memory Care: 32 units  
 227 surface parking spaces  
 120 spaces in parking deck



Barry Companies, Inc.



Kimley»Horn  
Expect More. Experience Better.



Poplar Place Town Center | Newnan, GA

March 19, 2021

Page 2

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# Overall Masterplan



Barry Companies, Inc.



Kimley»Horn  
Expect More. Experience Better.



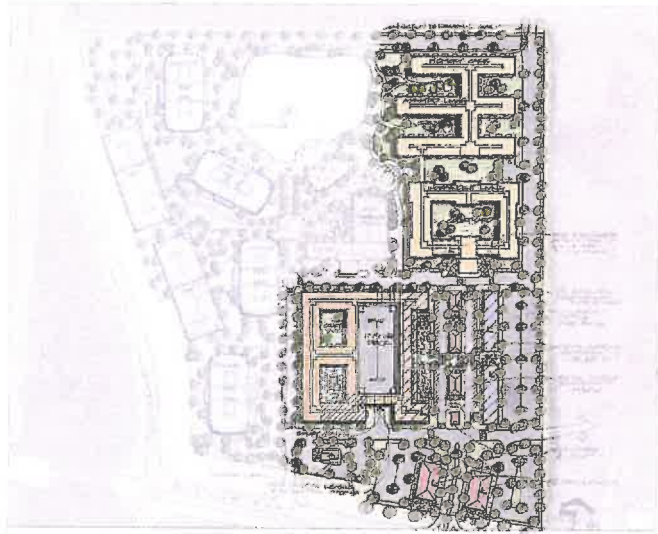
Poplar Place Town Center | Newnan, GA

March 19, 2021

Page 3

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# Overall Masterplan | Phasing



Phase I | Main Street, Restaurants, & Senior Living



Phase II | Hotel, Office, & Parking



Phase III | Office & Parking



View 1 | Overall Aerial



Barry Companies, Inc.



Poplar Place Town Center | Newnan, GA

March 15, 2021

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View 2 | Main Street



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March 15, 2021

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View 3 | Residences & Offices



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March 15, 2021

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View 4 | Clubhouse & Offices



Barry Companies, Inc.



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Poplar Place Town Center | Newnan, GA

March 15, 2021

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## **COMMUNITY IMPACT MEMORANDUM**

TO: Tracy S. Dunnavant, Planning Director

FROM: Brian B. West, P.E. & Lauren Garren, P.E., Kimley-Horn and Associates, Inc.

DATE: 03/26/2021

RE: Community Impact Study for Rezoning of Parcels 087 2005 001; 087 2005 002; and 087 2005 003

---

The following is a summary of information and documentation in regard to the Community Impact Study for the rezoning of Parcels 087 2005 001; 087 2005 002; and 087 2005 003 located along Poplar Road and Interstate 85.

**Coweta County School System-** The Coweta County School System Director of Facilities, Mr. Ronnie Cheek, provided correspondence in regard to the impact on the schools for the requested use. Mr. Cheek expressed concern about school capacity and requested that we provide advanced notice of a schedule for construction and planning purposes. We are willing to provide this information to The Coweta County School System during the design stage so that they can plan appropriately for any school age children the requested use may generate. Currently the site generates approximately \$2,355 a year in tax revenue for the School Board. The proposed development will generate approximately \$4,665,571 a year in tax revenue for the School Board.

**Road and Streets-** Part of the Community Impact Study scope entails comparison of the present zoning classification to the requested zoning classification and quantifying the impacts on the City roadway infrastructure. Currently two out of the three parcels sit vacant, while the remaining parcel is a single-family residence. See Table 1 for the trip generation analysis for the existing use and proposed development build out by Kimley-Horn. A Development of Regional Impact (DRI) study will be produced and submitted to the Georgia Regional Transportation Authority (GRTA) for the proposed development. Currently the site generates approximately \$880 a year in tax revenue for the City of Newnan. The proposed development will generate approximately \$914,291 a year in tax revenue for the City.

<b>Development</b>	<b>Daily Traffic</b>	<b>AM Peak Hour</b>	<b>PM Peak Hour</b>
<i>Poplar Place Mixed-Use (Proposed)</i>	16,764	1,310	1,447
<i>Single Family Home (Existing)</i>	15	6	1

**Newnan Police Department-** Kimley-Horn has been in correspondence with Deputy Chief LaChance at Newnan Police Department to request a letter detailing the Department’s feedback on the proposed development. Deputy Chief LaChance has determined that there will be an approximate increase of 1,099 calls in a two-year period for the development. He also expressed concern about the increased traffic and vehicle traffic leading to increased call times to surrounding areas.

**Newnan Fire Department-** Kimley-Horn has been in correspondence with Chief Brown at Newnan Fire Department to request a letter detailing the Department’s feedback on the proposed development. Chief Brown confirmed adequate service to the proposed development but expressed concern about the increased traffic and potential motor vehicle accidents leading to increased call times to surrounding areas. Currently the site generates approximately \$869 and \$80 a year in tax revenue for the Fire Department and Fire Bonds, respectively. The proposed development will generate approximately \$941,145 and \$82,821 a year in tax revenue for the Fire Department and Fire Bonds, respectively.

**Newnan Utilities-** Kimley-Horn has been in correspondence with Scott Tolar at Newnan Utilities regarding the proposed utility capacity for the development. Based on the preliminary utility demands provided by Kimley-Horn, Newnan Utilities stated that adequate sanitary sewer capacity for the development is available at the Wahoo Creek Wastewater Plant at the time of this report. Newnan Utilities also confirmed they will provide water service to the site.



**Project:** Poplar Place  
**Date:** 3/23/2021  
**Calc by:** LBG

Use	Base Flowrate per Unit (GPD)	Unit	Flowrate, GPD	Basis for Conversion	Quantity in Development	Unit	GPD from Development
Nursing Home	125	per bed			250		31250
Motel/Hotel	100	per room			140		14000
Offices	175	per 1000 sq ft	0.175		672800		117740
Residence, multiple family - apt	240	per unit			304	units	72960
Restaurant/Coffee Shop/Fast Food	1650	per 1000 sq ft	1.650		21000		34650
Shopping Center / Retail	175	per 1000 sq ft	0.175		52200	1000 sqft	9135
							0
Total Sewage Flowrate (GPD)							279735
Peak Sewage Flowrate (GPD) = 4 * Total							1118940
Peak Sewage Flowrate (cfs)							1.73

A response letter provided by Newnan Utilities is included for reference in the Appendix of this report.

**City of Newnan Taxes Revenues-** The 2020 millage rate for The City of Newnan is 3.643 mills. Currently Parcels 087 2005 001; 087 2005 002; and 087 2005 003 generate \$880 annually in City of Newnan tax revenue. The requested use should generate approximately \$914,291 annually in City of Newnan tax revenue. As such, the requested use will ultimately generate more tax revenue than the current use.



The values noted in the tax revenue estimates above are based on an Economic Impact Tabulation provided by the Property Developer (attached to this report for reference). The values referenced in the attached table contain the Developer's best estimate of proposed land uses, densities, improvement values, and property values for the proposed Poplar Place development and are subject to market demand and pricing fluctuations. An assessment of the current and proposed tax revenues based on the current millage rates are shown in the Taxes section below.

Proposed Development Program	Unit	Size	Improvement Value/Unit	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
Multifamily	Unit	304	\$267,501	\$81,320,304	\$118,500	\$604,698	\$121,980	\$10,734	\$214,686	\$1,070,598
Restaurant / Retail	SF	75,200	\$583	\$43,866,416	\$63,922	\$326,191	\$65,800	\$5,790	\$115,807	\$577,510
Senior Living	Unit	250	\$741,359	\$185,339,750	\$270,077	\$1,378,186	\$278,010	\$24,465	\$489,297	\$2,440,035
Office	SF	672,800	\$435	\$292,950,576	\$426,888	\$2,178,380	\$439,426	\$38,669	\$773,390	\$3,856,753
Hotel	Key	140	\$171,094	\$23,953,160	\$34,905	\$178,116	\$35,930	\$3,162	\$63,236	\$315,348
<b>TOTAL</b>				<b>\$627,430,206</b>	<b>\$914,291</b>	<b>\$4,665,571</b>	<b>\$941,145</b>	<b>\$82,821</b>	<b>\$1,656,416</b>	<b>\$8,260,244</b>

Existing Vacant Land	Unit	Size (Acres)	Homestead Exempt	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
087 2005 001		0.980		\$26,852	\$39	\$200	\$40	\$4	\$71	\$354
087 2005 002		24.280		\$256,077	\$373	\$1,904	\$384	\$34	\$676	\$3,371
087 2005 003		15.420	Yes	\$321,251	\$468	\$251	\$444	\$42	\$782	\$1,988
<b>TOTAL</b>		<b>40.68</b>		<b>\$604,180</b>	<b>\$880</b>	<b>\$2,355</b>	<b>\$869</b>	<b>\$80</b>	<b>\$1,529</b>	<b>\$5,713</b>

Included in the Appendix for reference are copies of correspondence from Kimley-Horn, Newnan Utilities and Coweta County School System. All remaining documentation noted above shall be provided to the City upon receipt.

## **APPENDIX**

# Coweta County School System Operations Center

March 17, 2021

Lauren Garren, P.E.  
Development Services  
Kimley-Horn  
11720 Amber Park Drive  
Suite 600  
Alpharetta GA 30009

Re: Poplar Place

Ms. Garren:

In response to your request for input on the community impact study for the proposed development referenced above, we offer the following based on the information available.

In our experience residents of apartment dwellings are often more transient than those in single family dwellings. This may present challenges when planning for school enrollment and meeting student needs. Due to the high density housing in the area of the proposal, school capacity is an ongoing concern. Many of the schools serving that area are at or near capacity. If approved, we would request that the developer provide us advanced notice of the following information for our planning purposes:

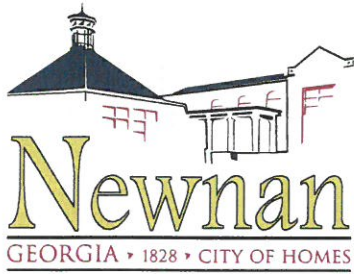
- What is the construction schedule for the project?
- What is the proposed build-out timeline?
- Will the project be built in phases?

Thank you for the opportunity to provide feedback.

Sincerely,



Ronald C. Cheek  
Director of Facilities  
Coweta County School System



**POLICE DEPARTMENT  
CITY OF NEWNAN**  
1 Joseph Hannah Blvd  
P.O. Box 1193  
Newnan, GA 30263  
770-254-2355  
Fax: 770-254-2347

Douglas L. Meadows  
Chief of Police

**03/22/21**

**Reference: Annexation Poplar Place**

Dear Tracy,

After reviewing call history for multiple developments that could compare to this one development, it is estimated that there will be an increase of approximately 1099 calls in a two year period for this development.

In addition to an increase of people and vehicle traffic to the area it would have an impact of call service to that area while also effecting call service and response times to other parts to the city.

Thanks,

Jay S. LaChance  
Deputy Chief of Police  
Newnan Police Department



# NEWNAN FIRE DEPARTMENT

23 JEFFERSON STREET • NEWNAN, GA 30263  
770-253-1851 (P) • 770-638-8678 (F)



Stephen R. Brown, Fire Chief

March 23, 2021

Dear Tracy,

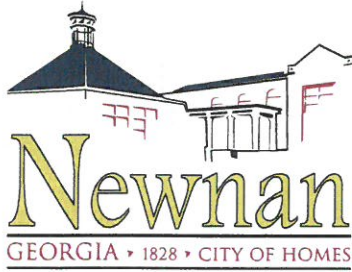
The list of comparisons below has been analyzed.

Proposed	Comparison	12 Month Call Volume
304 Multifamily Units	Springs of Newnan	37
150 Independent Living Units	Forest of York	49
86 Assisted Living Units	Watercrest	97
672,800 SF of Office Space	42,640SF Office x's 15	160 (Estimate)
140 Key Hotel	Home 2 Suites	12
75,200 SF of retail/restaurant	Publix	15
	<b>Total</b>	<b>370</b>

At this time, the Newnan Fire Department has the resources to provide services to the proposed annexation of the site titled "Poplar Place". However, it will impact the specific area with increased traffic which could result in motor vehicle accidents, increase call volume and response times to current established areas served.

Kind Regards,

Stephen Brown



**POLICE DEPARTMENT  
CITY OF NEWNAN**  
1 Joseph Hannah Blvd  
P.O. Box 1193  
Newnan, GA 30263  
770-254-2355  
Fax: 770-254-2347

Douglas L. Meadows  
Chief of Police

**03/22/21**

**Reference: Annexation Poplar Place**

Dear Tracy,

After reviewing call history for multiple developments that could compare to this one development, it is estimated that there will be an increase of approximately 1099 calls in a two year period for this development.

In addition to an increase of people and vehicle traffic to the area it would have an impact of call service to that area while also effecting call service and response times to other parts to the city.

Thanks,

Jay S. LaChance  
Deputy Chief of Police  
Newnan Police Department



March 25, 2021

Lauren Garren, P.E.  
Kimley-Horn  
11720 Amber Park Drive  
Suite 600  
Alpharetta, GA 30009

RE: Parcel # 087 2005 001, 087 2005 002, and 087 2005 003 – Poplar Place - Mix Use Development, Newnan, GA

Ms. Garren,

I am writing per your request to confirm that the proposed development would have to be annex into the City of Newnan, for Newnan Utilities to become the water and sewer service provider for the above referenced project. At this time Newnan Utilities has ample capacity to serve this proposed facility based on the following information:

1. Parcel Number 087 2005 001, 087 2005 002, and 087 2005 003
2. Mix Use Development
  - a. Nursing Home 250 Unit
  - b. Motel/Hotel 140 Units
  - c. Multi-Family 240 Units
  - d. Offices 672800 SQ FT
  - e. Shopping/Restaurant 73200 SQ FT
3. Development as attached
4. Sanitary Sewer:
  - a. Developer shall connect to Newnan Utilities Sanitary Sewer System.
  - b. Developer is responsible for all upgrade costs necessary to serve said property, but not limited to:
    - i. Design and Construction of development sanitary sewer system per Newnan Utilities Specifications.

70 Sewell Road  
Newnan, GA 30263  
770-683-5516  
770-683-0292 fax  
[www.NewnanUtilities.org](http://www.NewnanUtilities.org)

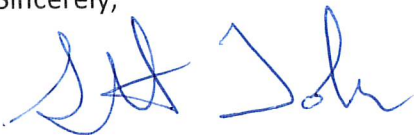
- ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.
- iii. Cost for analyzing existing sanitary sewer system by an engineer firm approved by Newnan Utilities.
- iv. Existing sanitary sewer upgrades to handle proposed development. This is to include any lift station upgrades, gravity sanitary sewer upgrades, Sanitary sewer force main upgrades, and any other upgrades deemed necessary by Newnan Utilities.
- v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.
- vi. Sanitary Sewer Impact fees associated with connection to Newnan Utilities Sanitary Sewer System.

5. Water:

- a. Developer shall connect to Newnan Utilities Water System.
- b. Developer is responsible for all upgrade cost necessary to serve said property, but not limited to:
  - i. Construction of development water system per Newnan Utilities Specifications.
  - ii. Design and construction of connection to Newnan Utilities Water System.
  - iii. Cost for analyzing existing water sewer system by an engineer firm approved by Newnan Utilities.
  - iv. Existing water upgrades to handle proposed development. This is to include water system upgrades, fire protection upgrades, and any other upgrades deemed necessary by Newnan Utilities.
  - v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.

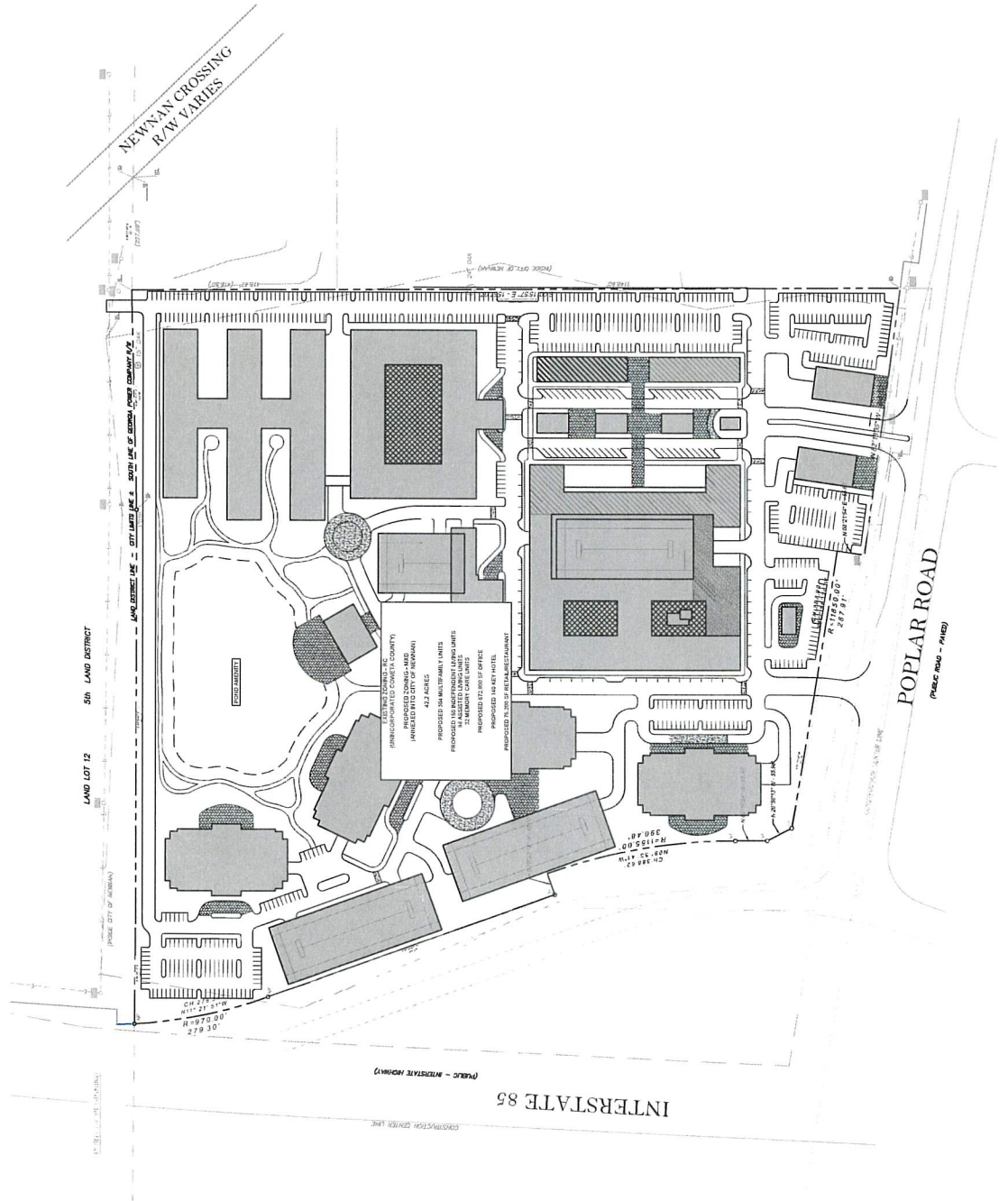
Please let me know if you have any questions or need additional information.

Sincerely,



Scott Tolar, P.E.  
Newnan Utilities  
(770) 301-0245  
stolar@newnanutilities.org





**SITE PLAN**  
March 17, 2021

**POPLAR PLACE**



CAPACITY CERTIFICATION  
PEAK SANITARY SEWAGE FLOW



**Project:** Poplar Place  
**Date:** 3/23/2021  
**Calc by:** LBG

Use	Base Flowrate per Unit (GPD)	Unit	Flowrate, GPD	Basis for Conversion	Quantity in Development	Unit	GPD from Development
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Residence, multiple family - apt	240	per unit			304	units	72960
Restaurant/Coffee Shop/Fast Food	1650	per 1000 sq ft	1.650		21000		34650
Shopping Center / Retail	175	per 1000 sq ft	0.175		52200	1000 sqft	9135
							0

Total Sewage Flowrate (GPD) 279735  
Peak Sewage Flowrate (GPD) = 4 \* Total 1118940  
Peak Sewage Flowrate (cfs) **1.73**

Poplar Place  
Economic Impact Tabulation

Proposed Development Program	Unit	Size	Improvement Value/Unit	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
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Office	SF	672,800	\$435	\$292,950,576	\$426,888	\$2,178,380	\$439,426	\$38,669	\$773,390	\$3,856,753
Hotel	Key	140	\$171,094	\$23,953,160	\$34,905	\$178,116	\$35,930	\$3,162	\$63,236	\$315,348
<b>TOTAL</b>				<b>\$627,430,206</b>	<b>\$914,291</b>	<b>\$4,665,571</b>	<b>\$941,145</b>	<b>\$82,821</b>	<b>\$1,656,416</b>	<b>\$8,260,244</b>

Existing Vacant Land	Unit	Size (Acres)	Homestead Exempt	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
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087 2005 003		15.420	Yes	\$321,251	\$468	\$251	\$444	\$42	\$782	\$1,988
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**CITY OF NEWNAN | Project Location**



CITY OF NEWNAN  
 PLANNING DEPT.  
 25 LAGRANGE STREET  
 NEWNAN, GEORGIA 30263  
[www.cityofnewnan.org](http://www.cityofnewnan.org)

N  
 1 inch = 600 feet  
 Date: 4/2/2021

**LEGEND**

- Project Location
- PARCELS
- CITY LIMITS

Parcel # 087 2005 001  
 087 2005 002  
 087 2005 003

**ADDRESS**

690 Poplar Rd  
 Newnan, GA 30263



March 26, 2021

City of Newnan, Georgia  
Annexation / Rezoning Application

**RE:    *Development Summary – Poplar Place***  
***Parcel #'s 087 2005 001, 087 2005 002, 087 2005 003 (“Property”)***

To whom it may concern:

This letter serves as our Development Summary with respect to the annexation and rezoning of the Parcel’s 087 2005 001, 087 2005 002, 087 2005 003.

The Property is located on approximately ±42.2 acres of forested land adjacent to and bordered on the west by Interstate 85, Poplar Road to the south, Newnan Crossing Boulevard to the east, and Diplomat Parkway to the north currently within the limits of Coweta County, Georgia. The proposed annexation and rezoning of a portion of the Property pertains to three tracts totaling approximately 42.2 acres. The tracts are currently zoned RC – Rural Conservation in Coweta County. The most eastern tract currently houses a single-family dwelling while the remaining tracts are undeveloped.

Barry Companies, Inc is requesting the annexation into the City of Newnan and rezoning of the Property to MXD – Mixed Use Development, shown in the attached “Proposed Zoning Districts Map”. The proposed Mixed-Use Development will include Multifamily residences, Senior Living residences included independent living, assisted living and memory care, Office, a Hotel, Retail and Restaurants.

The proposed development is intended to create an enjoyable experience for the residents that live, work, and play in the community that is providing and fulfilling an unmet need for neighborhood style commercial and medical office adjacent to Piedmont Newnan Hospital. This walkable community will encourage visitors and residents to utilize the LINC trail to travel throughout the City without the use of a car. A proposed Main Street will welcome visitors into the site providing an enjoyable walking and shopping experience. The internal roads will be dedicated to the City of Newnan upon completion. Parking is distributed throughout the site with a combination of surface parking lots, on street parallel parking, and proposed parking decks to accommodate the multiple uses. A central pond is located at the northern portion of the site and will function as active and passive recreation to the senior living residences and office buildings with walking trails surrounding and incorporating the regional green trail system (LINC Trail) throughout the site.

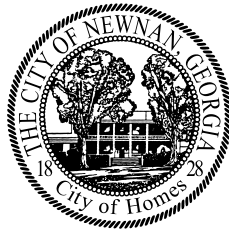
The central pond on the proposed development will be enhanced and expanded from an existing “farm pond” located on site along the northern property line. Based on initial site findings, the existing pond is deemed jurisdictional and is subject to the required state and city buffers. Additionally, just southwest of the existing pond were found to be jurisdictional wetlands. In reconfiguring the pond, a new vegetative and enhanced 25-foot buffer will be established. Barry Companies, Inc. is pursuing a United States Army Corp of Engineers (USACE) and Georgia Environmental Protection Division (GaEPD) permit for the impacts to the existing pond. We will work with the City on any impact to the required 50-foot “No Disturbance” and 75-foot “No Impervious” buffers, as well as mitigation efforts for

all three governing jurisdictions. These buffers can be seen on the attached “Existing Environmental Features” and “Proposed Environmental Features”. The proposed enhanced and expanded pond will serve as the site’s stormwater management facility to accommodate required detention and channel protection volumes. The required water quality volumes will be handled by use of green infrastructure practices throughout the site.

The site currently sits in two restrictive basins for the City of Newnan. The Stillwood Drive Drainage Basin encompasses the site and requires more stringent stormwater management control in order to ensure that our development does not further exacerbate the potential for flooding of downstream properties. Additionally, the City of Newnan Drinking Water Watershed covers the site and requires that any perennial stream have a 100-foot natural buffer and 150-foot “No Impervious” buffer. We will work with the City to ensure the proposed development does not negatively impact this watershed.

The proposed development anticipates at least one connection to the public water system and one connection to the public sewer system. After initial conversations with Newnan Utilities, it is understood that there is adequate capacity to meet the demand of the project. We will work with the City to assure adequate pressure and fire protection is provided.

Based on market feedback, we believe that revising the zoning classification to allow the property to be master planned as a mixed-use project can provide a development that meets the marketable visions of both the City and the project’s stakeholders.



## **ORDINANCE RATIFYING AWARDED EMERGENCY CONTRACTS**

WHEREAS, a severe storm passed across the City of Newnan in the early morning hours of March 26, 2021 producing a confirmed EF-4 Tornado with winds up to 170 mph; and

WHEREAS, the Governor of the State of Georgia declared a State of Emergency on March 26, 2021, and

WHEREAS, the Mayor of the City of Newnan declared a local State of Emergency on March 26, 2021; and

WHEREAS, after said declarations of a State of Emergency, the Mayor of the City of Newnan upon the recommendation of staff following staff's extensive due diligence under the emergency circumstances entered into three contracts providing for storm management, debris removal and for inspection of residential and commercial buildings and structures services; and

WHEREAS, state law and city ordinances require said emergency services contracts to be ratified and spread across the official minutes of the City Council.

NOW, THEREFORE, BE IT ORDAINED and it is hereby ordained as follows:

SECTION 1: The following emergency services contracts attached to this ordinance are hereby ratified and approved and are to be entered into the official minutes of the City Council of the City of Newnan:

1. Goodwyn, Mill, Cawood, Inc., May 28, 2021, for Disaster Debris Monitoring Services.
2. Southern Disaster Recovery LLC, May 28, 2021, for Emergency Debris Removal and Management Services.
3. Charles Abbott Associates, Inc., March 29, 2021, for Inspection of Residential and Commercial Structures Services.

SECTION II: This ordinance shall become effective on the date of adoption.

ADOPTED in open session, regularly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

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

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

REVIEWED AS TO FORM:

\_\_\_\_\_  
Rhodes H. Shell, Mayor Pro-Tem

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

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

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

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

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

\_\_\_\_\_  
Dustin Koritko, Councilmember

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





**ORDINANCE PROVIDING FOR ADDITIONAL COMPENSATION  
FOR EXEMPT EMPLOYEES DURING THE PERIOD OF AN EMERGENCY**

WHEREAS, a severe storm passed across the City of Newnan in the early morning hours of March 26, 2021 producing a confirmed EF-4 Tornado with winds up to 170 mph; and

WHEREAS, the Governor of the State of Georgia declared a State of Emergency on March 26, 2021, and

WHEREAS, the Mayor of the City of Newnan declared a local State of Emergency on March 26, 2021; and

WHEREAS, the storm resulted in catastrophic damage of homes, businesses, utility systems, public buildings, trees, automobiles, and more; and

WHEREAS, many of Newnan's network of roads were impassable, isolating residences and persons from access to essential public services; and

WHEREAS, the employees of the City of Newnan responded without hesitation to provide essential services to our residences and persons thus personally sacrificing in order to protect the public health, safety, and welfare of our community; and

WHEREAS, the employees of the City of Newnan worked countless hours above and beyond their normal schedules in order to provide essential services to our residences and persons; and

WHEREAS, Non-exempt employees of the City of Newnan receive overtime at a rate of 1.5 times their normal hourly wage for all hours worked over their normal schedules; and

WHEREAS, Exempt employees of the City of Newnan receive a base salary and are not compensated for their time worked over their normal schedules;

NOW, THEREFORE, BE IT ORDAINED and it is hereby ordained as follows:

SECTION 1: That Exempt employees of the City of Newnan, in recognition of their essential services responding to the residents of our community during this unprecedented storm event shall receive supplemental pay as calculated below:

- For pay periods ending on March 31, 2021 and April 14, 2021, exempt employees shall be paid 1.5 times their calculated hourly rate for each hour worked in excess of 80 hours
- Hours worked over 80 hours must be directly related to the response of the storm event to be eligible.

SECTION II: This ordinance shall become effective on the date of adoption.

ADOPTED in open session, regularly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

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

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

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

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

\_\_\_\_\_  
Dustin Koritko, Councilmember

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

**A RESOLUTION OF THE  
CITY COUNCIL OF THE CITY OF NEWNAN, GEORGIA  
TO ESTABLISH A POLICY FOR STRUCTURES IMPACTED  
BY THE TORNADO AND SEVERE STORM WHICH BEGAN ON  
MARCH 25, 2021 AND CONTINUED INTO MARCH 26, 2021  
AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan, Georgia has adopted regulations that govern the repair or restoration of buildings and structures including buildings and structures which are non-conforming or for which current uses are non-conforming under the City's Code of Ordinances and Zoning Ordinance; and

WHEREAS, on the evening of March 25, 2021 and the early morning of March 26, 2021, numerous properties within the City were impacted by a tornado and severe storm ("Disaster"); and

WHEREAS, on March 26, 2021, Governor Brian Kemp of the State of Georgia and the Mayor of the City of Newnan enacted a state of emergency to assist victims of the Disaster; and

WHEREAS, the City Council of the City of Newnan, Georgia is authorized during a local state of emergency to suspend portions of its Code of Ordinances and Zoning Ordinances in accordance with the Charter of the City of Newnan and Chapter 9, Emergency Services of the Code of Ordinances; and

WHEREAS, the Georgia Emergency Management Agency ("GEMA") and the Federal Emergency Management Agency ("FEMA") are performing a joint preliminary damage assessment ("PDA") regarding the properties impacted by the Disaster; and

WHEREAS, it is the desire of the City Council of the City of Newnan, Georgia to set forth a policy to encourage and assist with the rebuilding process for property owners impacted by the Disaster; and

WHEREAS, the City Council of the City of Newnan, Georgia finds it in the best interests of the health, safety, and welfare of the public to adopt a policy that authorizes the Community Development Department to approve plans and issue permits for structures that do not conform to current development and zoning regulations.

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 that:

1.

The City of Newnan City Manager's Office, Building Department, Public Works Department and Planning and Zoning Department and other Departments shall be authorized to:

- Administratively permit all non-conforming uses/structures to be repaired or rebuilt provided the degree of non-conformity is not increased over that degree of non-conformity existing on the date of the Disaster;
- Administratively permit demolition of structures or buildings over of 50+ years old, provided there is submitted substantial evidence to justify the demolition of the structure or building;
- Administratively permit Certificates of Appropriates (COA), with appeals to Planning Commission of any denial by Staff of a COA;
- Extend the no penalty period for late filing of occupational tax renewals to July 1, 2021.

2.

The authorization set out in Paragraph 1 shall only apply to structures and properties that have been officially identified by the Joint GEMA and FEMA Preliminary Damage Assessment. These measures do not waive any reviews that are necessary to ensure that life-safety codes are met or that adjoining properties will not be adversely affected. These provisions do not preempt homeowner association covenants and restrictions that may limit the parking of campers, trailers or recreation vehicles in a development which has such established covenants and restrictions.

3.

The City Council of the City of Newnan, Georgia hereby waives Building Permit Fees set forth in *Chapter 5. Buildings and Building Regulations, Appendix. Permit Fee Schedule of the City of Newnan Code of Ordinances* for structures damaged by the Disaster which are listed in the Joint GEMA and FEMA Preliminary Damage Assessment and in which the property owners can submit documentation of subject property being uninsured or having received assistance towards payment of deductible toward said property

4.

This policy and the authority delegated to the City Council of the City of Newnan, Georgia herein shall only apply to the property owners at the time of the Disaster. If ownership of the impacted property changes, the development and zoning regulations set forth in the City's Code of Ordinances and Zoning Ordinance shall be enforced.

5.

This policy and the provisions contained herein will expire in two (2) years, with the exception of occupational tax renewals which shall expire July 1, 2021, following the adoption of the resolution unless it is extended by the City Council of the City of Newnan, Georgia.

SO RESOLVED, in lawfully assembled open session this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

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

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

REVIEWED AS TO FORM:

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

\_\_\_\_\_  
Rhodes H. Shell, Mayor Pro-Tem

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

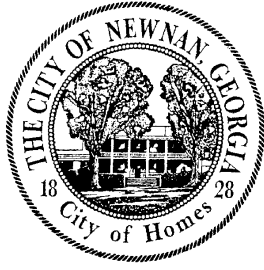
\_\_\_\_\_  
George M. Alexander, Councilmember

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

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

\_\_\_\_\_  
Dustin Koritko, Councilmember

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



## City of Newnan, Georgia - Mayor and Council

Date: April 13, 2021

Agenda Item: Contract Award  
Mill & Resurface Various Streets- 2021

Prepared by: Michael Klahr, City Engineer

**Purpose:** Council may consider a contract award for the above referenced project

**Background:** Separate sealed bids were received at the office of the City Manager, March 23, 2021. The low bid, submitted by **Piedmont Paving, Inc.**, has been found to be responsive to the request for bids. All criteria outlined in the bid documents have been met.

The work includes the variable depth milling and resurfacing of approximately **2.19** centerline miles on **14** streets, and the application of thermoplastic traffic stripe and pavement markings.

The City of Newnan has received funding assistance (LMIG FY 2021) from the Georgia Department of Transportation (GDOT) in the amount of **\$388,554.16**.

The contract will be quantity based.

**Options:** A. Award a contract to **Piedmont Paving, Inc.** for a base bid amount of **\$857,983.07**

B. Other action as directed by Council

**Funding:** SPLOST 2019

**Recommendation:** Option A

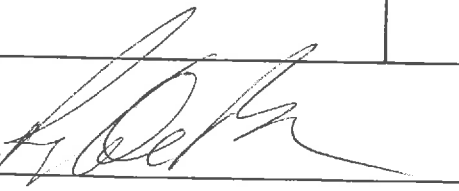
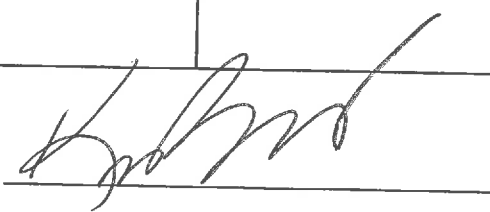
**Attachments:** Bid Tabulations  
List of Streets



# City of Newnan, Georgia

**BID OPENING: Mill & Resurface Various Streets- 2021**  
**Tuesday, March 23, 2021- 10am**

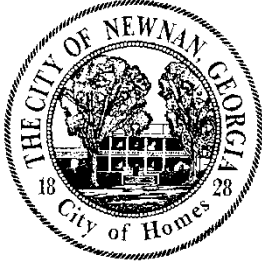
BIDDER	BID AMOUNT	COMMENTS
Baldwin Paving Co. Inc 1014 Kenmill Dr. N.W Marietta, GA 30060	\$ 885,471.05	
Atlanta Paving & Concrete Construction, Inc. 2775 Mechanicsville Rd. Peachtree Corners, GA 30071	\$ 992,775.99	
Shepco Paving, Inc. 4080 McGinnis Ferry Rd, Ste 203 Alpharetta, GA 30005	\$ 1,008,525.13	
C.W. Matthews Contracting 1600 Kenview Drive Marietta, GA 30060	\$ 989,833.00	
PIEDMONT PAVING	\$ 857,983.07	
BLOUNT CONSTRUCTION	\$ 940,064.29	

BIDS OPENED BY  

**EXHIBIT A**

<b>ROAD NAME</b>	<b>BEGINNING</b>	<b>ENDING</b>	<b>LENGTH (Feet)</b>	<b>DESCRIPTION OF WORK</b>
Riva Ridge Ln	Calumet Pkwy	Calumet Pkwy	2246	Mill, deep patch, overlay, flush w/ gutter
Mill Ridge Pl	Riva Ridge Ln	Cul de Sac	420	Mill, deep patch, overlay, flush w/ gutter
Castleton Ct	Riva Ridge Ln	Cul de Sac	118	Mill, deep patch, overlay, flush w/ gutter
Saratoga Pl	Riva Ridge Ln	Cul de Sac	382	Mill, deep patch, overlay, flush w/ gutter
Christian Dr	Hospital Rd	City Limit	1372	Mill, deep patch, overlay, flush w/ gutter
Colony Dr	Christian Dr	Park View Dr	678	Mill, deep patch, overlay, flush w/ gutter
Park View Dr	Cul de Sac	Cul de Sac	1467	Mill, deep patch, overlay, flush w/ gutter
Overby St	Christian Dr	Lakeview Dr	198	Mill, deep patch, overlay, flush w/ gutter
Overlook Approach	Summergrove Pkwy	Middleton Tr	1427	Mill, deep patch, overlay flush w/ gutter
Silhouette Ct	Garden Grove	Cul de Sac	792	Mill, deep patch, overlay, flush w/ gutter
Stratford Way	Middleton Tr	Cul de Sac	608	Mill, deep patch, overlay, flush w/ gutter
Edgewood Vista	Middleton Tr	Cul de Sac	811	Mill, deep patch, overlay, flush w/ gutter
Garden Grove	Overlook Approach	Silhouette Ct	1000	Mill, deep patch, overlay flush w/ gutter
Summergrove Pkwy	Bridge approaches		200	100 feet approach to bridge, both ends Mill, deep patch, overlay flush w/ gutter
			2.19 miles	





## City of Newnan, Georgia - Mayor and Council

Date: April 13, 2021

Agenda Item: Renew Facilities Lease Agreement between the City of Newnan and the Wholistic Stress Control Institute, Inc.

Prepared and Presented by: Hasco Craver, Assistant City Manager

**Purpose:** Newnan City Council may consider renewing the current facilities lease agreement between the City of Newnan and the Wholistic Stress Control Institute, Inc. for the provision of administrative space to support youth substance abusive prevention programming at 55 Savannah Street.

**Background:** In spring 2020, the City of Newnan received a request from Wholistic Stress Control Institute, Inc. to allow for the use of Office Room 101 at the Howard Warner Community Center for the provision of administrative space to support youth substance abuse prevention programming.

The Newnan City Council unanimously approved the request.

Agreement items of particular interest:

- One year initial term with two one-year renewal terms
- General facilities may be used Monday through Friday from 9AM – 7PM, some Saturdays
- No youth programming will take place in the office space
- Gymnasium will not be used
- Wholistic Stress Control Institute, Inc. is responsible for raising funds to operate programs
- Wholistic Stress Control Institute, Inc. is responsible for telephone, cable and internet service
- City is responsible for utilities (water, sewer, electricity)
- City will provide reasonable repairs to all facilities

Newnan City Attorney assisted with the development and has reviewed the original Facilities Lease Agreement.

**Funding:** N/A

**Recommendation:** In an effort to continue the provision of supportive youth development programming, City Staff recommends the renewal of the agreement as presented.

**Attachments:**

1. Facilities Lease Agreement between the City of Newnan, Wholistic Stress Control Institute, Inc.
2. Letter from Wholistic Stress Control Institute, Inc. requesting an extension.

**Previous Discussions with Council:** Newnan City Council approved the original agreement with Wholistic Stress Control Institute, Inc.'s in spring 2020.

**FACILITIES LEASE AGREEMENT**

THIS FACILITIES LEASE AGREEMENT (this "Lease"), made and entered into on this 1<sup>st</sup> day of April, 2020, between THE CITY OF NEWNAN, GEORGIA, of the first part, hereinafter called "Lessor", and WHOLISTIC STRESS CONTROL INSTITUTE, INC., a Georgia non-profit corporation, of the other part, hereinafter called "Lessee".

**TERMS**

1) PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions set forth in this Lease, the premises known as room 101 designated as a small office space on the lower level adjacent to the kitchen of the 1935 Building of the Howard Warner School (the "Premises") located in the building located at 55 Savannah Street, Newnan, Georgia, 30263 (the "Building"), as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

2) TERM. The initial term ("Term") of this Lease shall be for a period of one (1) year commencing on April 1, 2020, and ending on March 31, 2021. The Lessee shall have two (2) renewal options consisting of one (1) year each, which shall be consecutive to the Term and consecutive to each other. Lessee's option to renew may be exercised by Lessee's written notice to Lessor delivered not later than three (3) months and not sooner than six (6) months prior to the end of the preceding Term. Lessor reserves the right to waive in writing the necessity for Lessee's formal compliance with the notification deadlines set forth herein. This Lease may terminate at the sole option of either Lessor or Lessee upon written notice provided to the other within thirty (30) days.

3) RENT. The rent during the Term of this Lease as set forth herein, shall be one dollar (\$1.00) per year, payable in advance.

4) NOTICES. Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder or not, when deposited in the United States Mail, postage paid, certified or registered mail, return receipt requested, shall be addressed to the Lessor or Lessee at its respective address as set forth below or such other addresses as either party may hereinafter specify for itself to the other by written notice.

If to Lessor: City of Newnan, Georgia  
Attn: City Manager  
P. O. Box 1193  
Newnan, Georgia 30264-1193

If to Lessee: Wholistic Stress Control Institute, Inc.  
2545 Benjamin E. Mays Drive  
Atlanta, Georgia 30311

5) INDEMNIFICATION. Lessee will indemnify the Lessor and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property arising from or out of Lessee's use of the Premises or any part thereof, but not to the extent caused by the negligent or intentional act or omission of Lessor. In case

Lessor shall be made a party to any litigation arising in any way or manner from this Lease commenced by or against the Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease or defending itself against said litigation.

To the extent provided by law, Lessor will indemnify the Lessee and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property arising from or out of Lessor's use of the Building (other than the Premises) or any part thereof, but not to the extent caused by the negligent or intentional act or omission of Lessee. In case Lessee shall be made a party to any litigation arising in any way or manner from this Lease commenced by or against the Lessor, then to the extent provided by law, Lessor shall protect and hold Lessee harmless and shall pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessee in enforcing the covenants and agreements in this Lease or defending itself against said litigation.

6) **INSURANCE.** Lessee shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work and activities performed at the Premises by Lessee's employees, volunteers, contractors and subcontractors. Lessor shall be covered as an additional insured under the general liability insurance policy and such insurance shall be primary with respect to the additional insured.

Lessee shall procure and maintain automobile liability insurance with not less than \$1,000,000 Bodily Injury and Property Damage combined single limit for any of the Lessee's vehicles, if any, utilized in connection with the Program (as defined in the MOU, as hereinafter defined). The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance: (1) Comprehensive Form, and (2) Owned, Hired, Leased and Non-owned vehicle to be covered. Lessor shall be covered as an additional insured under the automobile liability insurance policy, and such insurance shall be primary with respect to the additional insured. Lessee shall not be responsible for providing insurance for vehicles owned or operated by Lessor and its employees.

Lessor is a member of the Georgia Interlocal Risk Management Agency which provides coverage of the improvements, including, without limitation, all improvements now located in the Premises or that may be erected, expanded or modified in or on the Building, with customary exclusions for "all risk" policies. In the event Lessor changes coverage the insurance shall be carried by an insurance company authorized to transact business in the State of Georgia. The insurance generally shall be in an amount no less than one hundred percent (100%) of the replacement cost of any improvements in or on the Building but at Lessor's option a combination of insurance and capital outlay will suffice.

7) **USE OF PREMISES.** The Premises shall be used solely as office space used by staff to provide planning and administrative duties for the purpose of providing substance education to the youth of the City of Newnan and Coweta County, Georgia and pursuant to the Scope of Service attached hereto as **Exhibit "B"** and by reference made a part hereof. Lessee shall not discriminate based upon race, creed, color, religion, sex or national origin. Use of the auditorium by third parties, approved by the City Manager, or his/her designee, shall be coordinated between the City Manager or his/her designee and the Lessee during periods of time that the Lessee is not providing the activities described herein.

8) **RIGHT OF ENTRY.** The Lessor and its agents reserve the right to enter upon the leased premises to view the condition of the premises and buildings, but shall have no duty to do so.

9) **ASSIGNMENT AND SUBLEASING.** This Lease may not be assigned, nor Premises sublet, except to a wholly-owned subsidiary of Lessee, an affiliate of Lessee, or an entity controlled by, under control of, or in control with, Lessee.

10) **UTILITY BILLS.** Lessor shall pay all costs of water, sewer and electric service to the Premises and garbage collection. Lessee shall pay all costs of telephone, cable and internet services to the Premises.

11) **CONDITION OF PREMISES.** Lessee shall maintain the Premises in good order and repair and provide for all bathroom and kitchen supplies. No junked or abandoned vehicles, excessive number of vehicles, machinery or the like shall be stored or kept on the Premises by the Lessee.

12) **LESSOR'S MAINTENANCE OBLIGATIONS.** Lessor shall have full responsibility for all structural and system repairs, meaning all repairs, alterations, improvements or replacements to the Building's structural elements and systems that serve the entire Building and which are not the result of acts or omissions or willful misconduct of Lessee, its agents, contractors, or employees, or any breach by Lessee of any term, covenant or condition of this Lease to be performed or observed by Lessee (which repairs shall be the sole and exclusive responsibility of Lessee). By way of example, structural elements include interior supporting walls, foundations, exterior walls, and roof support systems, and systems include HVAC and plumbing systems.

13) **CASUALTY; CONDEMNATION.** In the event of any casualty or condemnation at or upon the Premises (or any portion thereof), this Lease may terminate at the sole option of either Lessor or Lessee upon written notice provided to the other within thirty (30) days following any casualty or notice of taking. Nothing herein shall give Lessor any interest in or preclude Lessee from seeking and recovering on its own account from the condemning authority any separate award of compensation attributable to the taking or purchase of Lessee's chattels or trade fixtures or attributable to Lessee's relocation expenses provided that any such separate claim by Lessee shall not reduce or adversely affect the amount of Lessor's award. If any such separate award made or compensation paid to Lessee specifically includes an award or amount for Lessor, Lessee shall promptly account therefor and pay the amount thereof to Lessor.

14) **ALTERATIONS.** The Lessee shall not make any alteration to the external elevation or architectural design of the Building or injure or remove any of the principal walls or timbers thereof without the written consent of Lessor.

15) **LIENS AND ENCUMBRANCES.** The Lessee shall not suffer the Premises or any erection or improvements thereon to become subject to any lien, charge or encumbrances whatsoever, and shall indemnify the Lessor against all such liens, charges and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance.

16) **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** The failure of either party to insist, in any one or more instances, upon strict performance of any of the covenants and conditions of this Lease shall not be deemed a waiver or relinquish for a future breach of any covenant or condition of this Lease.

17) **TERMINATION DUE TO LOSS OF NON-PROFIT STATUS.** Should Lessee lose its status as a non-profit organization as defined by Section 501(c) of the Internal Revenue Code as amended, Lessor may at its option immediately terminate this Lease and any renewal term thereof.

18) **DEFAULT.** In the event that Lessee shall default in the performance of any of the terms or provisions of this Lease and Lessee shall fail to cure such default within ten (10) days after receipt of written notice from Lessor thereof, or, in the event that such default is not susceptible of cure within a ten (10) day period, to commence to cure such default and proceed to cure it within a thirty (30) day period, then, an “**Event of Default**” shall exist hereunder. In the Event of Default, Lessor shall have the right at its election, then or at any time thereafter, in addition to any and all other remedies available to Lessor at law or in equity, to give Lessee written notice of Lessor’s election to terminate this Lease on a date specified in such notice, in no event less than thirty (30) days from the date of such notice. This Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term of this Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

19) **DISPUTE RESOLUTION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Lease, or the breach thereof, other than an Event of Default by Lessee pursuant to Section 18, Lessor and Lessee shall each make commercially reasonable efforts to resolve or settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests attempt to reach a just and equitable solution satisfactory to both parties.

19) **SURRENDER.** At the termination of this Lease, the Lessee shall surrender the Premises and any additions thereto in such condition and repair as shall be in accordance with the covenants herein contained.

20) **INTERPRETIATION.** This Lease shall be governed and interpreted in accordance with the laws of the State of Georgia. Jurisdiction and venue shall be in the Superior Court of Coweta County, Georgia.

21) **CONFLICT IN AGREEMENT.** If any conflict exists between the terms and conditions of this Lease and the terms and conditions of the MOU, then the terms and conditions of this Lease shall govern.

22) **ENTIRE AGREEMENT.** The Lease contains the entire agreement of the parties and no other agreements are effective. No amendment shall be effective unless in writing and signed by both parties.

23) **SEVERABILITY.** A determination by a court of competent jurisdiction that any provision of this Lease is unenforceable shall not invalidate the remainder of the Lease.

24) **LESSOR/LESSEE RELATIONSHIP.** It is the express intent of the parties that a Landlord/Tenant, or Lessor/Lessee, relationship is established by this Lease, that Lessee has a usufruct pursuant to this Lease, and that no estate for years or other estate shall pass out of Lessor as a result of this Lease. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the parties.

This Lease is executed in duplicate, each copy of which is to be construed as an original, and both parties acknowledge receipt of a copy.

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

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

Tris McClure  
Notary Public

9/20/23  
Notary Public

[Signature]  
Public

[Signature]  
Notary Public

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

Sharon Cobey  
Notary Public

[Signature]  
Notary Public

[Signature]  
Notary Public



**LESSOR:**

THE CITY OF NEWNAN, GEORGIA

By: [Signature]

Mayor

Attest: [Signature]

City Clerk

**LESSEE:**

WHOLISTIC STRESS CONTROL INSTITUTE,  
INC.

By: [Signature], MSW

Title: Executive Director

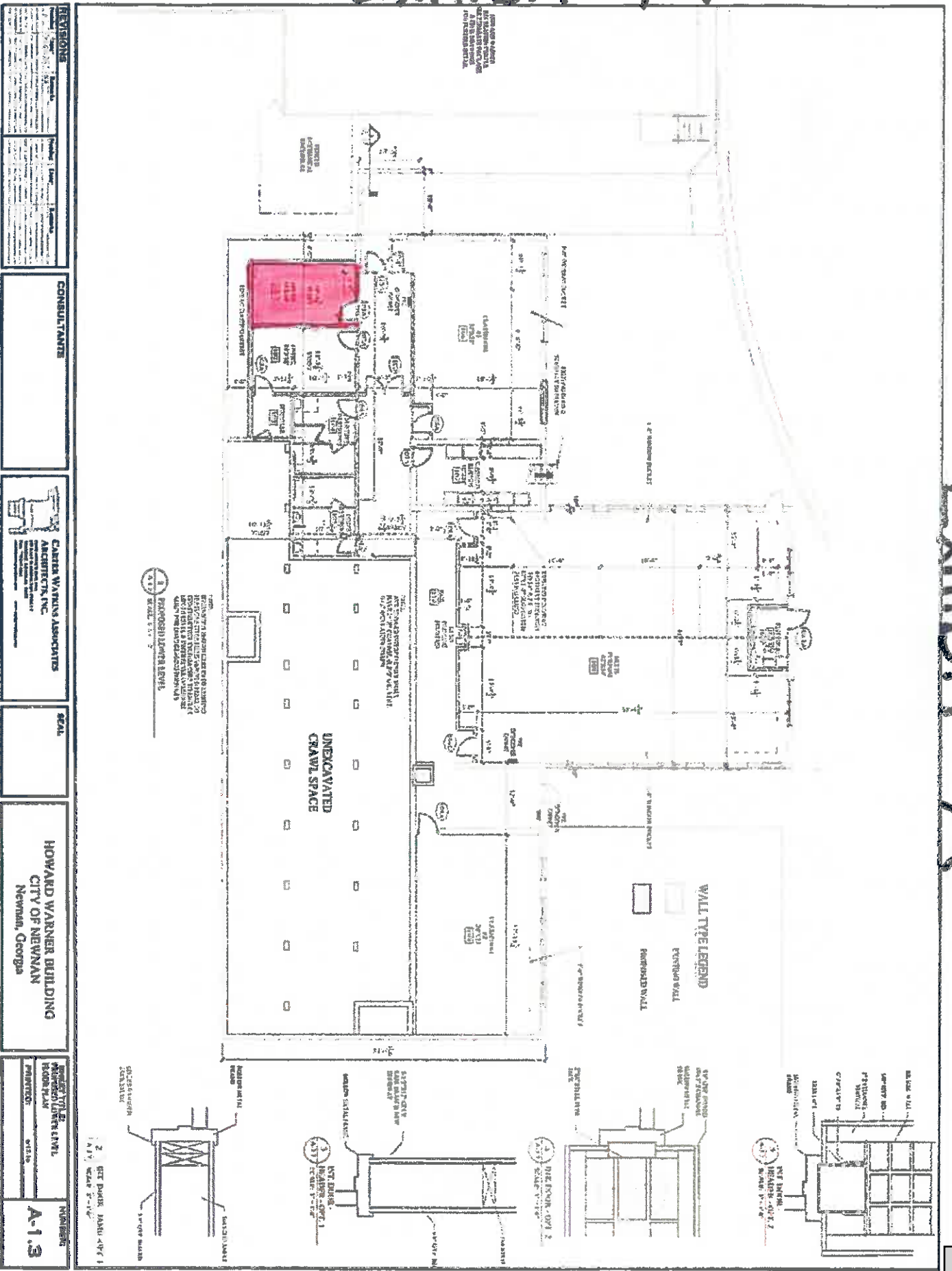
Attest: [Signature]

Title: Associate Director



# Exhibit A

# Exhibit A







## EXHIBIT B

### **SCOPE of SERVICES**

**Name of Copy:** Wholistic Stress Control Institute, Inc.  
**Mailing Address:** 2545 Benjamin E. Mays, Dr., SW  
Atlanta, GA 30311  
**Phone:** 404-755-0086  
**Date:** January 22, 2020  
**Prepared By:** Derrick Lewis, Associate Director and Tarita Johnson, Executive Director

The Scope of Work is the official description of the work to be completed by Wholistic Stress Control Institute, Inc. for the sole purpose of performing administrative duties required to execute planning and programming to provide substance abuse prevention and education to the youth of the City of Newnan and Coweta County, Georgia. The outlined Scope of Services shall occur during the contractual lease agreement between THE CITY OF NEWNAN, GEORGIA, of the first part, hereinafter called “Lessor”, and WHOLISTIC STRESS CONTROL INSTITUTE, INC., a Georgia non-profit corporation, of the other part, hereinafter called “Lessee.” The specific Scope of Services shall include:

#### Outline of Scope of Services:

1. **Dates and Times:** Monday through Friday (Saturdays as needed).
2. **Office Hours:** 9:00am – 7:00pm
3. **Program Staff:** Two
4. **Activities Conducted in the Office Space:**
  - a. **Administrative Duties:** Answering the phone; returning phone calls; writing/typing reports; filing paperwork, checking emails and corresponding, making copies.
  - b. **Meetings:** Small group meetings consisting of three or less individuals to plan community events, meet with parent and/or student if unavailable to hold a meeting at the program site.
  - c. **Storage:** Staff computers/tablets; copier; staff desks and chairs; and filing cabinets.

**NOTE: No youth programming, community programming or large group meetings will take place in the office space.**





March 8, 2021

Mr. Hasco W. Craver  
Assistant City Manager  
25 LaGrange Street  
Newnan, Georgia 30263

**RE: Rental Lease Agreement**

Dear Mr. Craver,

The Community Ambassadors Partnership for Success (CAPS) Program is under the auspices of the parent organization Wholistic Stress Control Institute, Inc. The CAPS program occupies an office on the lower level of the Howard Warner Building located at 55 Savannah St. Newnan, Georgia 30263.

The program hours of operation are Monday-Friday 9:00am-5:00pm. Due to the coronavirus pandemic the Wholistic Stress Control Institute, Inc. and all its programs have been virtual since March 2020. We do occupy the space that we are renting. However, since we are virtual our presence at the office has been limited.

Our lease began April 1, 2020. The lease ends March 31, 2021. The CAPS program is a substance abuse prevention program that is federally funded by the Substance Abuse Mental Health and Service Administration (SAMHSA). It is a five-year grant. We currently have three and half years remaining on the grant. The five-year goal is to provide substance abuse education classes to one thousand (1,000) youth in Coweta County ages 9-20 years old. We have another goal to develop one hundred and fifty (150) Peer Educators (Ambassadors) during the five-year grant period. During the five-year period we will also plan and provide community events that will educate the community youth and adults on the dangers of substance abuse. The Ambassadors will play a large role in the planning, organizing, and implementing the community events.

During the past year while occupying the leased office space at 55 Savannah St. we have achieved many of our goals. We provided substance abuse classes to two hundred and thirty-six (236) youth ages 13-20. They all received classes on opioids, alcohol, marijuana, prescription drugs, and vaping. We have trained twenty-four (24) Ambassadors (Peer Educators). In addition to the Ambassadors helping with the planning and execution of community events in the past year they also referred many of their friends and peers to complete the substance abuse classes on our online platform.

2545 Benjamin E. Mays Drive, S.W., Atlanta, Georgia 30311  
Phone: (404)755-0068 • Fax: (404)755-4333  
Website: [www.wholistic1.com](http://www.wholistic1.com) • Email: [usci@wholistic1.com](mailto:usci@wholistic1.com)



We  
had

two (2) major virtual community events in the last year. A virtual 5K walk/run in August 2020 was done to bring substance awareness to the community. A total of sixty-four people participated in that event. We also held a virtual substance abuse workshop for youth and adults. There were three (3)

breakout rooms, a panel discussion, and a guest speaker that talked about his struggles and triumph over addiction. There were thirty (30) people in attendance for the workshop. We are currently planning for another Virtual Substance Abuse Workshop for the community. The event is scheduled for Monday March 8<sup>th</sup> at 6:00pm.

In the last year we have made many partners. The Coweta County School System, Coweta County Recreation Dept., Newnan Boys and Girls Club, Hope Global, Newnan Police Dept., and the Coweta County Sheriff Dept. Some people from the listed organizations also serve on our Coalition.

In the next year, April 1, 2021 through March 31, 2022, we plan for the CAPS program to continue to grow. It is our goal in the next year to educate another two hundred and twenty-five (225) youth ages 9-20 on the dangers of substance abuse. We plan on training another forty (40) Ambassadors (Peer Educators). We will provide four (4) major community events to educate the community on the dangers of substance abuse.

We thank the Newnan City Council for their generosity for allowing us the use of office space that is needed to plan, organize, and execute all the Goals of the CAPS program. If you have any additional questions, Tarita Johnson, Executive Director, can be reached at 770-490-5832. Derrick Lewis, Associate Director, can be reached at 770-896-2556.

Sincerely,

Tarita Johnson, MSW

Executive Director

Derrick Lewis

Associate Director

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement ("Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between WHOLISTIC STRESS CONTROL INSTITUTE, INC., ("Lessee") and THE CITY OF NEWNAN, GEORGIA ("Lessor"),

WHEREAS, a certain lease was entered into by and between Lessor and Lessee dated April 1 2020 ("Lease") covering premises at 55 savannah Street, Newnan, Georgia 30263, capitalized terms used in this Agreement are defined herein or in the Lease; and

WHEREAS, LESSOR and LESSEE now desire to further amend the Lease by extending the Term and changing the Expiration Date.

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth and for other good and valuable consideration, Lessor and Lessee hereby agree to amend the Lease for those certain premises located at the 1935 Howard Warner Building, 55 Savannah Street, Newnan, Georgia 30263.

- 1. TERM. The term of this Lease ("the term") with respect to the Premises shall be extended for a period of one (1) year from April 1, 2021 through March 31, 2022 (the "Extended Term"). The Initial Term and the Extended Term are herein collectively referred to as the Term.

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and are in all respects hereby ratified ad affirmed.

IN WITNESS WHEREOF, the Lessee and Lessor have hereunto set their hands as of the day and date first above written.

Signed, sealed and delivered in the presence of:
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Notary Public

LESSOR:
THE CITY OF NEWNAN, GEORGIA
By: \_\_\_\_\_
Mayor
Attest: \_\_\_\_\_
City Clerk

Signed, sealed and delivered in the presence of:
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Notary Public

LESSEE:
WHOLISTIC STRESS CONTROL INSTITUTE, INC.
By: \_\_\_\_\_
Title: \_\_\_\_\_
Attest: \_\_\_\_\_
Title: \_\_\_\_\_

**SANDERS, HAUGEN, & SEARS, P.C.**  
**ATTORNEYS AT LAW**  
**11 PERRY STREET**  
**P. O. BOX 1177**  
**NEWNAN, GEORGIA 30264-1177**

**(770) 253-3880**  
**FAX (770) 254-0093**

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

**WALTER D. SANDERS**  
**(1909 - 1989)**  
**WILLIS G. HAUGEN**  
**(1929 - 2014)**

**TO:** Mayor and City Council  
City of Newnan

**CC:** Cleatus Phillips, City Manager  
City of Newnan

**FROM:** C. Bradford Sears, Jr., Esq.  
City Attorney, City of Newnan

**DATE:** April 5, 2021

**RE:** Former Sewerage Package Plant Site  
Thomas Crossroads

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MEMORANDUM

In 2009 Newnan Utilities accepted a deed to a tract behind the Publix Shopping Center at Thomas Crossroads to operate a sewerage package plant.

In 2016 Newnan Utilities conveyed the tract to the Coweta County Water and Sewerage Authority to operate the plant.

The deeds contained a use restriction and an option for the developer to re-acquire the tract upon cessation of the tract's use as a sewerage package plant.

The Authority has extended sewer lines to the area and the developer has exercised the option to re-acquire the tract.

The developer's attorney has asked the City to give a quitclaim deed to the Authority to release the Authority from the use restriction prior to the Authority deeding the tract back to the developer.

While the City has no interest in the tract or its use, it is my recommendation that Council vote to authorize the Mayor to execute the quitclaim deed.

## QUIT CLAIM DEED

---

PLEASE RETURN TO:  
H. MATTHEW HORNE, ESQ.  
**HORNE & GRIFFIS, P.C.**  
32 S. COURT SQUARE  
P.O. BOX 220  
NEWNAN, GEORGIA 30264

GEORGIA, COWETA COUNTY,

IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF NEWNAN, A GEORGIA MUNICIPALITY**, first party, does hereby remise, release, and forever Quit Claim unto **COWETA COUNTY WATER & SEWERAGE AUTHORITY**, second party, successors and assigns, all of the rights, title, interest and equity first party owns or has in and to the following described property, to-wit:

Lot 7 and Lot 7A, according to the Final Plat for Coweta Crossroads, as said Plat appears of record the Office of the Clerk of the Superior Court of Coweta County, Georgia, in Plat Book 75, at Page 113 and following pages (the "Plat"), together with all improvements situated thereon or thereunder, located in Land Lot 38, of the 6th Land District, Coweta County, Georgia.

TOGETHER WITH a permanent easement, right and privilege for the installation, maintenance, operation, repair and replacement of sanitary sewer lines, conduits and improvements related thereto on, over, under and through all portions of land in the above-described plat which are depicted as sanitary sewer lines or sanitary sewer areas, whether those areas are specifically referred to as "SS," "Private Sanitary Sewer Easement," or otherwise (the "Easement Tracts"). Without limiting the foregoing, the granting of the Easement Rights on, over, under and through the Easement Tracts includes all sanitary sewer improvements located within the Easement Tracts and all sanitary sewer easement rights reserved in any deeds conveying lots depicted in the Plat.



This Quit-Claim Deed is executed for the purpose of releasing the above-referenced property from The Use Restriction and The Option as set forth on Exhibit "B" in the Quit-Claim Deed between the City of Newnan, A Georgia Municipality and Coweta County Water and Sewerage Authority, recorded at Deed Book 4484, Page 85-94, Coweta County, Georgia Records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD said property, so that neither first party, nor successors or assigns, nor any other person holding under first party, shall have any right, title, interest or equity in same.

IN WITNESS WHEREOF, the said first party has hereunto set its hand and seal and delivered these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF NEWNAN, A GEORGIA  
MUNICIPALITY**

BY: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed, and delivered in the presence of  
us, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Notary Public, State of Georgia

Prepared by:  
Wood, Odom & Edge P.A.  
P.O. Box 1608  
Newnan, GA 30264

DOC# 000183  
FILED IN OFFICE  
1/5/2017 11:28 AM  
BK:4484 PG:85-94  
CINDY G BROWN  
CLERK OF SUPERIOR COURT  
COWETA COUNTY

ROSENZWEIG, JONES,  
HORNE & GRIFFIS  
P.O. BOX 220-32 SO. COURT SQUARE  
NEWNAN, GA 30264

*Cindy G. Brown*

PT# 2016-135 REAL ESTATE TRANSFER TAX PAID: \$0.00  
QUIT CLAIM DEED

STATE OF GEORGIA  
COUNTY OF COWETA

THIS INDENTURE, made this 19<sup>th</sup> day of April, 2016 between CITY OF NEWNAN, A GEORGIA MUNICIPALITY, ("Grantor"), and COWETA COUNTY WATER AND SEWERAGE AUTHORITY, ("Grantee"),

WITNESSETH

That Grantor, for and in consideration of the sum of other good and valuable consideration and Ten (\$10.00) Dollars, in hand paid, at and before the sealing and delivery of these presents, including Grantee's warranty and covenant contained herein, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain sell and convey unto Grantee, its successors and assigns, that real property situated in Coweta County, Georgia described and referred to in Exhibit "A" attached hereto as the "Conveyed Property", TOGETHER WITH those easement rights (the "Easement Rights") specified in Exhibit "A" on, over, under and through that real property described and referred to in said exhibit as the "Easement Tracts."

This conveyance is made subject to (1) ad valorem taxes and governmental assessments not currently due and payable, (2) any and all easements, restrictions, reservations and rights-of-way affecting the Conveyed Property and the Easement Tracts which are of record in the Office of the Clerk of the Superior Court of Coweta County, Georgia, (3) any matters which a current surveyor inspection of the Conveyed Property and the Easement Tracts would reveal, and (4) the Use Restriction and the Option pertaining to the Conveyed Property and contained in Exhibit "B" attached hereto, which Use Restriction is imposed by, and which Option is reserved unto, Grantee, its successors and assigns.

TO HAVE AND TO HOLD the same, with all singular the rights, members and appurtenances thereof, unto Grantee, its successors and assigns, against the claims of all persons claiming through Grantor.

As part of the consideration to Grantor in executing and delivering this quit claim deed, Grantee warrants and covenants that Grantee shall, upon delivery of this deed, make available and provide to all lawful occupants (whether owners or tenants) of any and all lots in the Final Plat for Coweta Crossroads, as said Plat appears of record the Office of the Clerk of the Superior Court of Coweta County, Georgia, in Plat Book 75, at Page 113 and following pages, or any re-plat thereof, full sanitary service to each as a utility customer of Grantee.

10/28 mr

IN WITNESS WHEREOF, CITY OF NEWNAN, A GEORGIA MUNICIPALITY, has hereunto set THEIR hand and seal and delivered these presents this \_\_\_ day of \_\_\_\_\_, 2016.

Signed, sealed and delivered in the presence of:

*[Signature]*  
Unofficial Witness

CITY OF NEWNAN, A GEORGIA MUNICIPALITY

By: *[Signature]*  
Name:  
Title: Mayor

*[Signature]* (SEAL)  
Notary Public  
My commission expires: *Aug 12, 2019*

Attest: *[Signature]*  
name:  
Title: City Clerk



Exhibit List

Exhibit "A" Legal Descriptions of the Conveyed Property and the Easement Tracts and Provisions of the Easement Rights

Exhibit "B" The Use Restrictions and the Option

The Conveyed Property

Lot 7 and Lot 7A, according to the Final Plat for Coweta Crossroads, as said Plat appears of record the Office of the Clerk of the Superior Court of Coweta County, Georgia, in Plat Book 75, at Page 113 and following pages (the "Plat"), together with all improvements situated thereon or thereunder, located in Land Lot 38, of the 6th Land District, Coweta County, Georgia.

The Easement Rights and Easement Tracts

TOGETHER WITH a permanent easement, right and privilege for the installation, maintenance, operation, repair and replacement of sanitary sewer lines, conduits and improvements related thereto on, over, under and through all portions of land in the above-described plat which are depicted as sanitary sewer lines or sanitary sewer areas, whether those areas are specifically referred to as "SS," "Private Sanitary Sewer Easement," or otherwise (the "Easement Tracts"). Without limiting the foregoing, the granting of the Easement Rights on, over, under and through the Easement Tracts includes all sanitary sewer improvements located within the Easement Tracts and all sanitary sewer easement rights reserved in any deeds conveying lots depicted in the Plat.

## EXHIBIT "B"

The Use Restriction and the Option

The conveyance of the Conveyed Property is also made subject to the restriction that the Conveyed Property shall be used for the operation of an on-site sanitary sewer facility operated by a public utility and serving the lots depicted in the Plat, and not otherwise (the "Use Restriction"). In the event that, for a period of fifteen (15) consecutive days, operations complying with the Use Restriction cease on the Conveyed Property or the Conveyed Property is used for operations in violation of the Use Restriction (the "Use Violation"), then Grantor shall have an option to purchase the Conveyed Property for Ten and No/100 Dollars (\$10.00) (the "Option"). The Option shall remain in force for a period of one hundred eighty (180) days after Grantee, its successors and assigns in the Conveyed Property, provides Grantor written notice of the Use Violation and of Grantor's right to exercise the Option. Notice of exercise of the Option shall be by written notice to Grantee at the address contained in the notice of the Use Violation and must occur within the six (6) month period provided above or the Option will terminate. The closing on the exercised Option shall occur within sixty (60) days of the delivery of Grantor's notice of exercise at a time and place selected by Grantor in Coweta County, Georgia. At the closing on the exercised Option, Grantee shall deliver a limited warranty deed conveying the Conveyed Property to Grantor subject only to those easements, restrictions, rights-of-way and other matters of record affecting the Conveyed Property as of the recordation of the limited warranty deed of which this Exhibit "B" is a part, and free and clear of (i) all liens other than ad valorem taxes not then due and payable, and (ii) all outstanding rights of possession.

The Use Restriction and the Option are for the benefit of, and enforceable by, Grantor, and Grantor's successors and assigns under an instrument which specifically conveys said rights in the Use Restriction and the Option.

DOC# 020479  
FILED IN OFFICE  
12/21/2009 04:05 PM  
BK:3526 ✓ PG:880-883 ✓  
CINDY G BROWN  
CLERK OF SUPERIOR COURT  
COWETA COUNTY

*Cindy G. Brown*

REAL ESTATE TRANSFER TAX  
PAID: \$0.00 ✓

✓ RETURN TO:  
C. Bradford Sears, Jr.  
Sanders, Haugen, Sears, P.C.  
P.O. Box 1177  
Newnan, Georgia 30264-1177

After recording, please return to:  
~~Shepard D. Ashley Esq.~~  
Capell & Howard, P.C.  
P.O. Box 2069  
Montgomery, Alabama 36102-2069

*B. Sears*

Space above this line for recording data \_\_\_\_\_

PT# 2009-5836 ✓ LIMITED WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF COWETA

✓ THIS INDENTURE, made this 4th day of December, 2009 between  
COWETA CROSSROADS SEWER, L.L.C., an Alabama limited liability company  
("Grantor"), and CITY OF NEWNAN, a Georgia municipality ("Grantee"),

WITNESSETH

That Grantor, for and in consideration of the sum of other good and valuable consideration and Ten (\$10.00) Dollars, in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, including Grantee's warranty and covenant contained herein, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain sell and convey unto Grantee, its successors and assigns, that real property situated in Coweta County, Georgia described and referred to in Exhibit "A" attached hereto as the "Conveyed Property", TOGETHER WITH those easement rights (the "Easement Rights") specified in Exhibit "A" on, over, under and through that real property described and referred to in said exhibit as the "Easement Tracts."

This conveyance is made subject to (1) ad valorem taxes and governmental assessments not currently due and payable, (2) any and all easements, restrictions, reservations and rights-of-way affecting the Conveyed Property and the Easement Tracts which are of record in the Office of the Clerk of the Superior Court of Coweta County, Georgia, (3) any matters which a current survey or inspection of the Conveyed Property and the Easement Tracts would reveal, and (4) the Use Restriction and the Option pertaining to the Conveyed Property and contained in

1151932\_2.doc

*4/16/09*

*4/16/09*

Exhibit "B" attached hereto, which Use Restriction is imposed by, and which Option is reserved unto, Grantee, its successors and assigns.

TO HAVE AND TO HOLD the same, with all and singular the rights, members and appurtenances thereof, unto Grantee, its and assigns, forever, in fee simple.

AND Grantor, for its itself and its successors, will warrant and forever defend the right and title to the above described property, unto Grantee, its successors and assigns, against the claims of all persons claiming through Grantor.

As part of the consideration to Grantor in executing and delivering this limited warranty deed, Grantee warrants and covenants that Grantee shall, upon delivery of this limited warranty deed, make available and provide to all lawful occupants (whether owners or tenants) of any and all lots in the Final Plat for Coweta Crossroads, as said Plat appears of record the Office of the Clerk of the Superior Court of Coweta County, Georgia, in Plat Book 75, at Page 113 and following pages, or any re-plat thereof, full sanitary service to each as a utility customer of Grantee.

IN WITNESS WHEREOF, Coweta Crossroads Sewer, L.L.C., an Alabama limited liability company, has caused this instrument to be executed in its name and behalf by JAKE F. ARONOV, as President of Newnan Management, Inc., acting in its capacity as Manager of Coweta Crossroads Sewer, L.L.C.

Signed, sealed and delivered in the presence of:

COWETA CROSSROADS SEWER, L.L.C.,  
an Alabama limited liability company

Jamie B. Vire  
Unofficial Witness

By: Newnan Management, Inc.,  
an Alabama corporation,  
Its: Manager

Allen D. Newnan  
Notary Public

My commission expires 11/23/2012

Jake F. Aronov  
Name: JAKE F. ARONOV  
Its: PRESIDENT  
(CORPORATE SEAL)

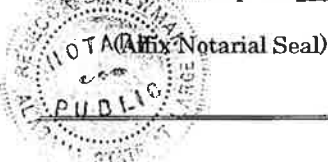


Exhibit List

Exhibit "A" Legal Descriptions of the Conveyed Property and the Easement Tracts and Provisions of the Easement Rights

Exhibit "B" The Use Restriction and the Option

EXHIBIT "A"

The Conveyed Property

Lot 7 and Lot 7A, according to the Final Plat for Coweta Crossroads, as said Plat appears of record the Office of the Clerk of the Superior Court of Coweta County, Georgia, in Plat Book 75, at Page 113 and following pages (the "Plat"), together with all improvements situated thereon or thereunder, located in Land Lot 38, of the 6th Land District, Coweta County, Georgia.

The Easement Rights and Easement Tracts

TOGETHER WITH a permanent easement, right and privilege for the installation, maintenance, operation, repair and replacement of sanitary sewer lines, conduits and improvements related thereto on, over, under and through all portions of land in the above-described plat which are depicted as sanitary sewer lines or sanitary sewer areas, whether those areas are specifically referred to as "SS," "Private Sanitary Sewer Easement," or otherwise (the "Easement Tracts"). Without limiting the foregoing, the granting of the Easement Rights on, over, under and through the Easement Tracts includes all sanitary sewer improvements located within the Easement Tracts and all sanitary sewer easement rights reserved in any deeds conveying lots depicted in the Plat:



## EXHIBIT "B"

The Use Restriction and the Option

The conveyance of the Conveyed Property is also made subject to the restriction that the Conveyed Property shall be used for the operation of an on-site sanitary sewer facility operated by a public utility and serving the lots depicted in the Plat, and not otherwise (the "Use Restriction"). In the event that, for a period of fifteen (15) consecutive days, operations complying with the Use Restriction cease on the Conveyed Property or the Conveyed Property is used for operations in violation of the Use Restriction (the "Use Violation"), then Grantor shall have an option to purchase the Conveyed Property for Ten and No/100 Dollars (\$10.00) (the "Option"). The Option shall remain in force for a period of one hundred eighty (180) days after Grantee, its successors and assigns in the Conveyed Property, provides Grantor written notice of the Use Violation and of Grantor's right to exercise the Option. Notice of exercise of the Option shall be by written notice to Grantee at the address contained in the notice of the Use Violation and must occur within the six (6) month period provided above or the Option will terminate. The closing on the exercised Option shall occur within sixty (60) days of the delivery of Grantor's notice of exercise at a time and place selected by Grantor in Coweta County, Georgia. At the closing on the exercised Option, Grantee shall deliver a limited warranty deed conveying the Conveyed Property to Grantor subject only to those easements, restrictions, rights-of-way and other matters of record affecting the Conveyed Property as of the recordation of the limited warranty deed of which this Exhibit "B" is a part, and free and clear of (i) all liens other than ad valorem taxes not then due and payable, and (ii) all outstanding rights of possession.

The Use Restriction and the Option are for the benefit of, and enforceable by, Grantor, and Grantor's successors and assigns under an instrument which specifically conveys said rights in the Use Restriction and the Option.

# FINAL PLAT FOR COWETA CROSSROADS

FILED FOR RECORD  
RECORDS & DEEDS  
COLUMBIA COUNTY, GEORGIA  
2008-05-14 10:00 AM  
COLUMBIA COUNTY, GEORGIA

- LEGEND**
- 1. 1/4" = 100' SCALE
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**FLOOD NOTE**  
By private printing only, the owner is to provide flood data for the project area. The owner is to provide flood data for the project area.

- SURVEYOR'S NOTES**
1. A SURVEY WAS CONDUCTED TO OBTAIN THE HORIZONTAL AND VERTICAL ALIGNMENT OF THE PROPOSED ROAD.
  2. THE FIELD DATA FROM THIS PLAT IS BASED ON A CURVE METHOD OF SURVEYING. THE CURVE DATA WAS OBTAINED FROM THE LAST SURVEY METHOD.
  3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND FOUND TO BE ACCURATE WITHIN THE TOLERANCE SET.
  4. NO E.C.S. ADJUSTMENT WAS FOUND AT ANY POINT ON THE SUBJECT PROPERTY.
  5. ALL ADJACENT PROPERTIES AND ADJACENT TO THE SUBJECT PROPERTY ARE SHOWN ON THE SURVEY MAP.
  6. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND FOUND TO BE ACCURATE WITHIN THE TOLERANCE SET.
  7. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND FOUND TO BE ACCURATE WITHIN THE TOLERANCE SET.
  8. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND FOUND TO BE ACCURATE WITHIN THE TOLERANCE SET.
  9. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND FOUND TO BE ACCURATE WITHIN THE TOLERANCE SET.
  10. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND FOUND TO BE ACCURATE WITHIN THE TOLERANCE SET.
- REFERENCE**
1. COLUMBIA COUNTY RECORDS AND DEEDS, BOOK 100, PAGE 100, DATED 10/10/07.
  2. COLUMBIA COUNTY RECORDS AND DEEDS, BOOK 100, PAGE 100, DATED 10/10/07.
  3. COLUMBIA COUNTY RECORDS AND DEEDS, BOOK 100, PAGE 100, DATED 10/10/07.
  4. COLUMBIA COUNTY RECORDS AND DEEDS, BOOK 100, PAGE 100, DATED 10/10/07.
  5. COLUMBIA COUNTY RECORDS AND DEEDS, BOOK 100, PAGE 100, DATED 10/10/07.

*John J. Clark* 17th Nov 2008  
*Richard A. ...*

**SEILER & ASSOCIATES, INC.**  
PROFESSIONAL SURVEYORS

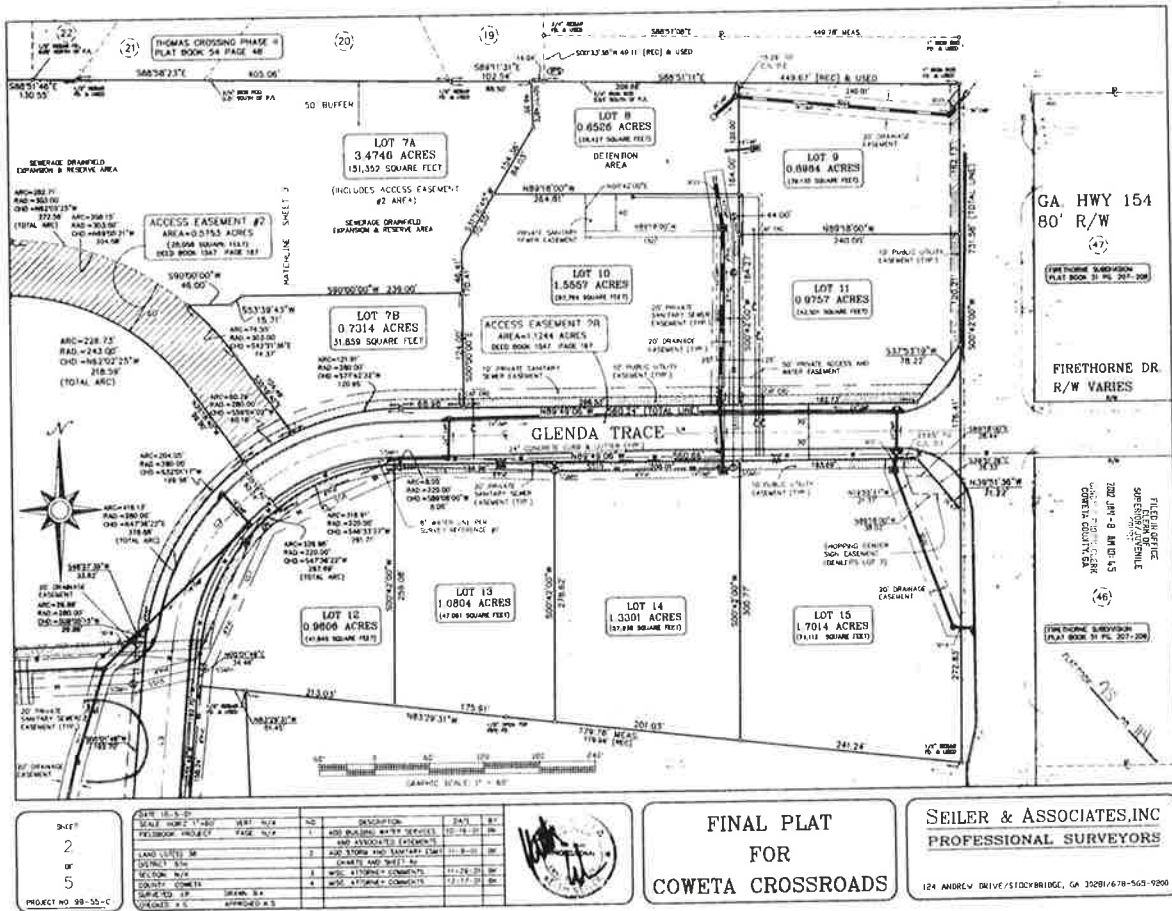
**FINAL PLAT FOR COWETA CROSSROADS**

**INDEX**

SHEET 1 : COVER  
SHEET 2 : PLAT  
SHEET 3 : PLAT  
SHEET 4 : PLAT  
SHEET 5 : SIGNATURES

SHEET NO.	TITLE	DATE	BY
1	COVER		
2	PLAT		
3	PLAT		
4	PLAT		
5	SIGNATURES		

PROJECT NO. 08-001





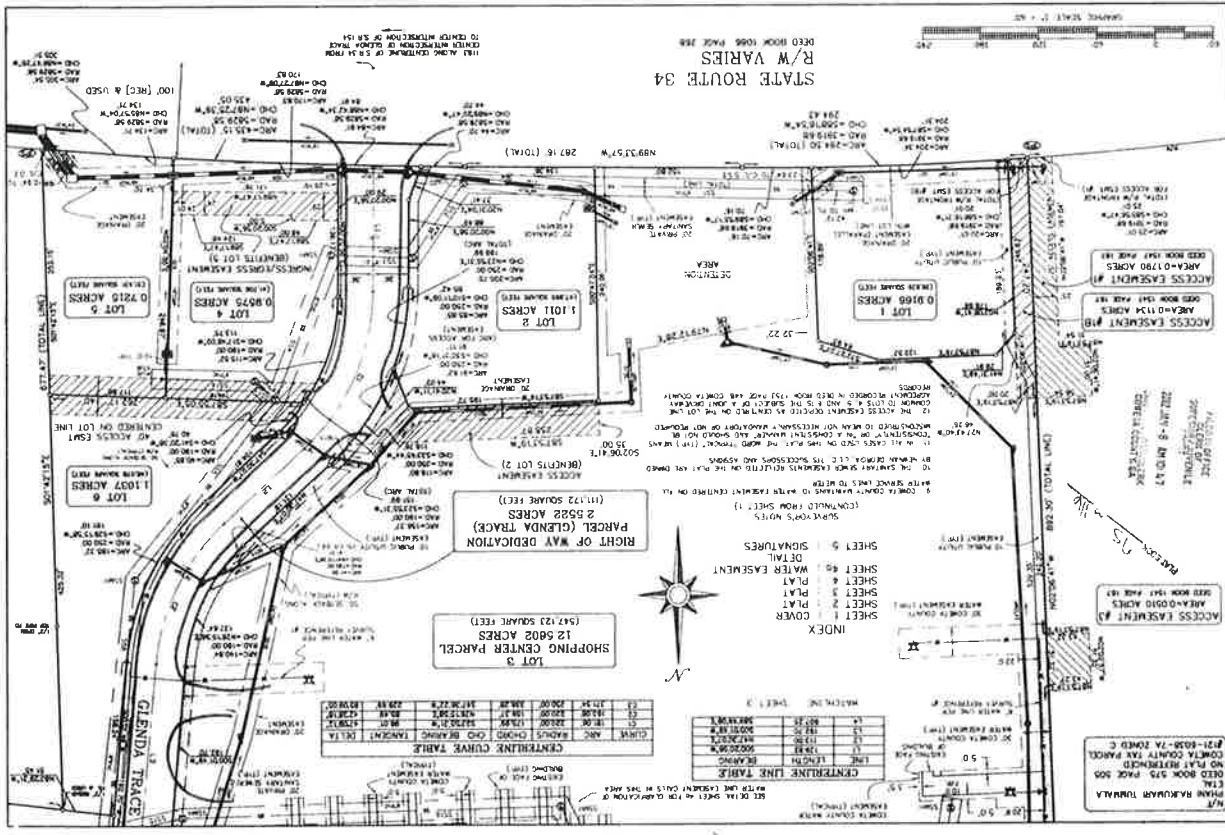
**SELLER & ASSOCIATES, INC.**  
PROFESSIONAL SURVEYORS

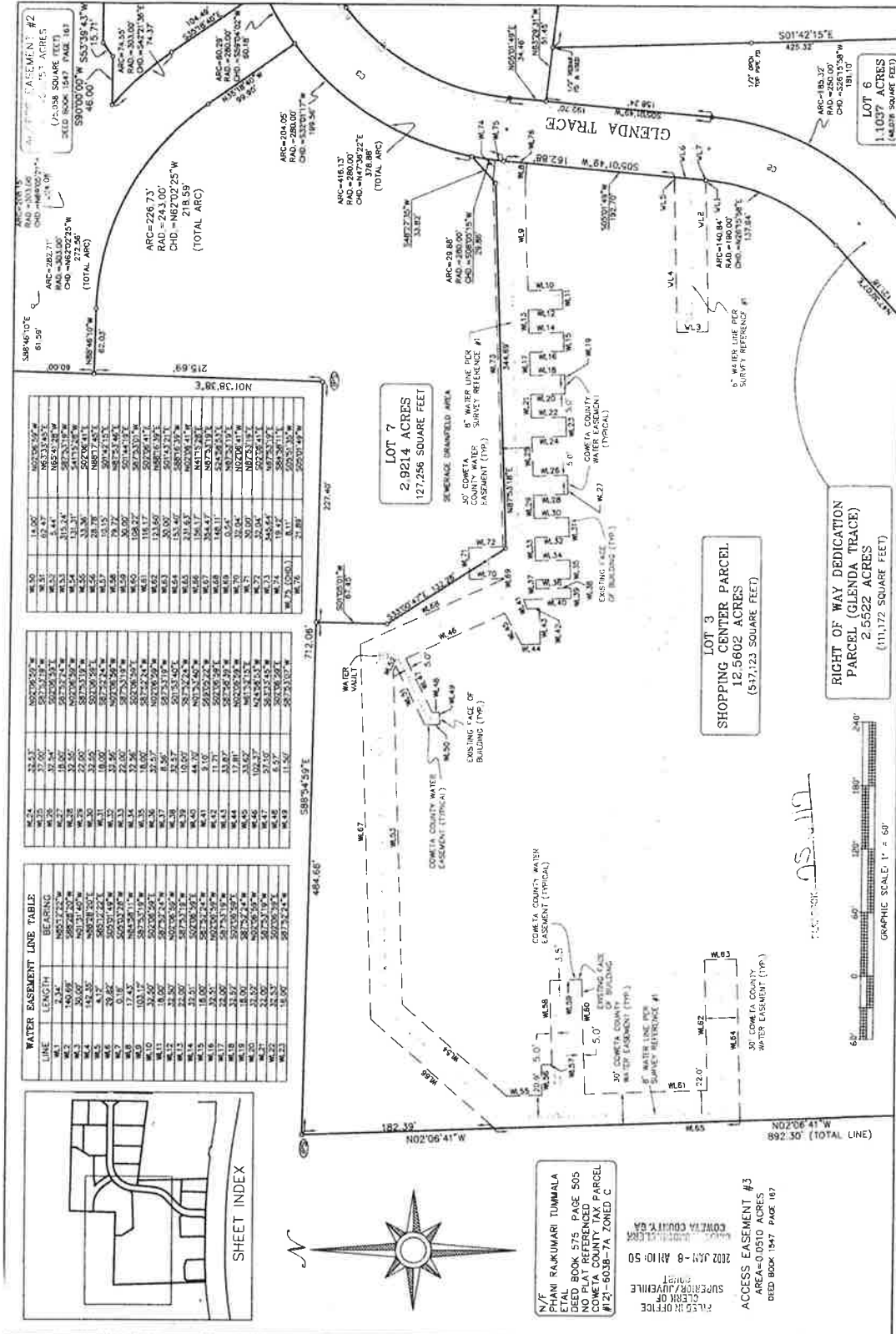
124 ANDREW DRIVE • TUCUMAN, CA 95281 • 916-955-2900

**FINAL PLAT**  
FOR  
**COWETA CROSSROADS**



NO. 1	SECTION 1	100 ACRES	100
NO. 2	SECTION 2	100 ACRES	100
NO. 3	SECTION 3	100 ACRES	100
NO. 4	SECTION 4	100 ACRES	100
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NO. 17	SECTION 17	100 ACRES	100
NO. 18	SECTION 18	100 ACRES	100
NO. 19	SECTION 19	100 ACRES	100
NO. 20	SECTION 20	100 ACRES	100





**SEILER & ASSOCIATES, INC.**  
PROFESSIONAL SURVEYORS  
124 ANDREW DRIVE, STUCKBRIDGE, GA 30281/678-3645-9900

**FINAL PLAT**  
**FOR**  
**COWETA CROSSROADS**



DATE	SCALE	NAME	VERT. N/A	DESCRIPTION	DRAWN BY
2002-04-10	1" = 60'	PHANIK RAKUMARI TUMMALA		1. ACC. EASEMENT AND SURVEY (50' x 20')	PH
		PHANIK RAKUMARI TUMMALA		2. CHARTER AND SHEET AS	PH
		PHANIK RAKUMARI TUMMALA		3. REVISION FOR DOMESTIC WATER LINE SETTING AND TYP	PH

SHEET 40  
OF 5  
PROJECT NO. 99-101-C

PHANIK RAKUMARI TUMMALA  
ETAL  
DEED BOOK 575 PAGE 505  
NO PLAT REFERENCED PARCEL  
THE POINT OF BEGINNING IS AT  
#12-30038-7A ZONED C

PLS. IN OFFICE  
CLERK OF SUPERIOR/JUDICIAL  
COWETA COUNTY, GA  
2002-04-10-10:50

ACCESS EASEMENT #3  
AREA=0.0510 ACRES  
DEED BOOK 1547 PAGE 167



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF NEWNAN, GEORGIA; TO ADOPT A NEW CHAPTER 13, MUNICIPAL COURT, OF THE CODE OF ORDINANCES TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES**

WHEREAS, the City of Newnan had previously established a Municipal Court under its Code of Ordinances adopted in 1972 now codified as Chapter 13, Municipal Court of the Code of Ordinances of the City of Newnan; and

WHEREAS, after a review of the provisionally adopted Chapter 13, Municipal Court, as amended, it has been determined that an update of Chapter 13, Municipal Court is in order; and

WHEREAS, the position of prosecuting attorney has recently been created by an amendment to Chapter 13, Municipal Court; and

WHEREAS, it has been determined that the position of Municipal Court Clerk is in order to assist in the proper administration of the City's Municipal Court.

NOW, THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Newnan and it is hereby ordained by the authority of same as follows:

SECTION ONE: Chapter 13, Municipal Court, of the Code of Ordinances of the City of Newnan is hereby deleted in its entirety and a new Chapter 13, Municipal Court, is hereby adopted to read as follows:

**Chapter 13 - MUNICIPAL COURT**

**ARTICLE I. - IN GENERAL**

**Sec. 13-1. - Establishment, function.**

Pursuant to the Charter of the City of Newnan and O.C.G.A. §36-32-1 et seq, there shall be a municipal court in the city, named the Municipal Court of the City of Newnan. This court shall have jurisdiction over the violation of municipal ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal courts.

**Sec. 13-2. - Location and frequency of sessions.**

The municipal court shall be held in the courtroom of the Public Safety Complex as often as necessary.



Sec. 13-3. - Powers enumerated.

The municipal court shall have the following powers:

- (1) *Conduct hearings.* To hear and determine all causes of prosecution for violating the penal laws and ordinances of the city and all other controversies arising under the laws and ordinances of this city.
- (2) *Subpoena power.* To compel the attendance of parties and witnesses and compel the production of papers.
- (3) *Issuance of process.* To issue all processes and writs necessary to the exercise of its jurisdiction.
- (4) *Punish for contempt.* To punish contempt by fine or imprisonment, or both.
- (5) *Appoint officers.* To appoint such special officers as may be necessary in the absence of the chief of police to execute its writs and processes.
- (6) *Prescribe rules.* To prescribe rules of practice in cases where there are no rules applicable.
- (7) *Prescribe bond.* To prescribe the amount of appearance bonds for violation of city ordinances and state laws.
- (8) *Conduct sessions.* To sit at such times as it may appoint for hearing cases.
- (9) *Authority as to violations of state law.* To bind over or commit to jail offenders against any criminal laws of this state, whenever in the course of investigation before such officer a proper case therefor shall be made out by the evidence.
- (10) *Other powers.* To exercise such other powers as are necessary in the matters of its jurisdiction, or as may be conferred on it by law or ordinance, including the same powers and authorities as magistrates in the matter of and pertaining to criminal cases of whatever nature in the several courts of this state.

Sec. 13-4. - Motions, appearances and notice to city prosecuting attorney.

All motions and notices of appearance by defense counsel, shall be made, in writing, before time of arraignment, with a copy provided to the city prosecuting attorney. All such motions and bench trials in which defendants are represented by counsel shall be heard and considered at such time, date and place as set by the presiding judge. Generally, such motions and bench trials will be heard during regular court sessions; however, in order to accommodate the presiding judge, defense counsel, the city prosecuting attorney, witnesses and parties to other cases, motions or bench trials involving unusual or complicated legal or factual issues may be specifically set, in the court's discretion.

Sec. 13-5. - Arguments of counsel; rules of evidence.

The city prosecuting attorney, or anyone representing the city, shall have the opening and conclusion in each case, unless the defendant introduces no evidence, in

which case the defendant shall be entitled to the opening and conclusion of the argument. The defendant shall announce first if he is ready for trial. The rules of evidence shall be the same as in the superior court, as far as applicable, to the case on trial.

Sec. 13-6. - Failure to appear.

The willful failure of any person to appear in accordance with the written promise contained on the citation and complaint and served upon such person shall constitute an offense which shall be punishable by fine in an amount not to exceed \$200.00 or by confinement in jail for a period not to exceed three days, O.C.G.A. § 40-13-63.

Sec. 13-7. - Preservation of order, compelling attendance of witnesses; punishment for contempt.

The court shall have the power to preserve order and compel attendance of witnesses, punish for contempt by imprisonment or fine as prescribed, one or both.

Sec. 13-8. - Service of subpoenas for witnesses.

Subpoenas for witnesses may be served at any time before the time for appearance of the witness.

Sec. 13-9. - Service of subpoenas duces tecum.

Subpoenas duces tecum shall be served at the latest on the day before the papers are to be produced.

Sec. 13-10. - Right to examine witnesses separately.

In all cases before the court, either party has the right to have the witnesses of the other party examined out of hearing of each other. The court shall, upon motion of either party, take proper care to effect this object as far as practical and convenient, but any mere irregularity, or a failure of the witness to obey the order of the court, shall not prevent the witness from testifying.

Sec. 13-11. - Preventing witnesses from attending court; intimidating witnesses.

It shall be unlawful for any person to prevent or attempt to prevent the attendance of any witness, or to intimidate any witness at or subpoenaed to attend the court, by threat, menace, persuasion or any other means.

Sec. 13-12. - Reserved.

Sec. 13-13. - Reserved.

Sec. 13-14. - Continuances of proceedings.

When the ends of justice require it, all cases may be continued. All continuances shall be addressed to the sound discretion of the court under the rules governing continuances in the superior court of the state.

Sec. 13-15. - Record of Proceedings

A verbatim mechanical recording or a contemporaneous paper record, or both, of the proceedings at which a defendant enters a plea of guilty or nolo contendere shall be made and preserved for a minimum of 2 years in compliance with the Uniform Municipal Court Rules.

Sec. 13-16. - Reserved

Sec. 13-17. - Imposition of sentences.

- (a) The court shall have authority to try offenses against the laws of the city, and shall have power to impose fines and/or sentences of imprisonment. A suspended sentence shall be interpreted to mean that the defendant, during the term of the sentence, shall not again violate the law.
- (b) The court shall have the authority to impose alternative forms of punishment allowed by law in case such fines are not paid. Including the establishment of pre-trial diversion programs.
- (c) The court shall have the authority to impose a sentence of community service.
- (d) The court shall have the authority to impose a sentence consisting of any combination of the penalties provided for in this section.

Sec. 13-18. - Reserved.

Sec. 13-19. - Executions; direction, return.

All executions issued by authority of the city shall be directed to the chief of police, bear test in the name of the presiding officer of the court and be returnable to a regular meeting of the board, except executions to collect forfeiture recognizances, which shall be directed to all sheriffs, coroners, constables and marshals of this state, and may be executed by any of the officers.

Sec. 13-20. - Certiorari from municipal court.

Parties dissatisfied with the decision in the municipal court may petition for a writ of certiorari to the superior court as provided by law.

Sec. 13-21. - Limitation of prosecution for violation of city ordinance.

All prosecutions for violations of city ordinances shall be commenced within two years after such violations, and any offense against such ordinances for which no prosecution is begun within two years shall be barred, and no person shall be tried therefor, unless the party shall have been beyond the limits of the city, in which case the time of absence from the city shall not be embraced or computed as within two years.

Sec. 13-22. - Municipal Court Clerk.

The position of municipal court clerk shall be the primary person most directly responsible for the administration of the municipal court other than the judge of said court. The municipal court clerk or his or her deputy clerks shall attend all sessions when the court is convened and perform the duties set forth in the Charter and laws, or as delegated by order of the court. The person appointed by the City Manager as clerk shall be at least 18 years of age, a graduate of a state -accredited high school or possess and equivalent diploma, and satisfactorily complete the required minimum training prescribed by the by the state municipal courts training council.

Secs. 13-23—13-40. - Reserved.

ARTICLE II. - CHIEF JUDGE

Sec. 13-41. - Office created.

The office of chief judge of the city is hereby created.

Sec. 13-42. - Selection; term.

Annually at their first regularly scheduled meeting in January, the city council shall elect a chief judge for the city, who shall hold the office for one year, unless sooner removed and until a successor is elected and qualified.

Sec. 13-43. - Compensation.

The compensation of the chief judge shall be prescribed by the city council each year at the beginning of the term of service or as soon thereafter as practicable.

Secs. 13-44—13-60. - Reserved.

ARTICLE III. - ASSOCIATE JUDGES

Sec. 13-61. - Office established; selection, term.

There is hereby established an office of associate judge who shall be elected by the city council and shall hold office at the pleasure of the city council.

Sec. 13-62. - Jurisdiction.

The associate judges shall have jurisdiction to issue summons, subpoenas, arrest warrants and search warrants in all cases arising under the provisions of this Code and other ordinances of the city; shall preside over the municipal court when requested to do so by the chief judge; and shall have all powers and be able to perform any duty designated by this section to be performed by the chief judge.

Secs. 13-63—13-80. - Reserved.

ARTICLE IV. - QUALIFICATIONS

Sec. 13-81. - Qualifications.

No person shall be qualified or eligible to serve as judge of the municipal court unless that person is at least 21 years old. The chief judge shall be a member of the State Bar of Georgia.

Sec. 13-82. - Oath.

Before taking on any duties of office, each judge shall take an oath to be administered by the mayor and shall promise to discharge honestly and faithfully the duties of office without fear, favor or partiality. The oath shall be entered upon the minutes of the city council.

ARTICLE V – PROSECUTING ATTORNEY

Sec. 13-83. Short Title. This Article shall be known as the “Newnan Position of Prosecuting Attorney of the Municipal Court Ordinance.”

Sec. 13-84. Findings and Intent. This ordinance is adopted to address requirements made under Georgia law for the city to pass an ordinance or resolution creating the position of prosecuting attorney of the municipal court should the city choose to hire or have a prosecuting attorney of the municipal court. Under state law, in order to have a municipal court prosecutor, the city must pass this ordinance or resolution and provide to the Prosecuting Attorneys’ Council of the State of Georgia a copy of the same. The city is also required to submit the name of the person appointed to be the prosecuting attorney of the municipal court within thirty (30) days of such appointment in order to maintain the office of prosecuting attorney of the municipal court. It is therefore the intent of the city to comply with Georgia law particularly Article 5, of Chapter 18 of Title 15 of the Official Code of Georgia, Annotated, and to enact this Article.

Sec. 13-85. Establishment of Position. The Position of Prosecuting Attorney of the Municipal Court is hereby established for the purpose of providing representation of the City of Newnan in matters pertaining to ordinance violations of the city and state

offenses enforceable in the municipal court as allowed by Georgia law. The prosecuting attorney for the municipal court shall be a part time position.

Sec. 13-86. Qualifications. Any person appointed as the prosecuting attorney for the Municipal Court of the City of Newnan shall be a member in good standing of the State Bar of Georgia and admitted to practice before the trial and appellate courts of this state. Nothing in this Article shall prevent the city from appointing the city attorney or an assistant to be the prosecuting attorney for the municipal court, so long as all other requirements under the law are met.

Sec. 13-87. Oath. The prosecuting attorney of the Municipal Court for the City of Newnan shall take and subscribe to the following oath:

“I swear (or affirm) that I will, faithfully, and impartially and without fear, favor or affection discharge my duties as prosecuting attorney of the Municipal Court for the City of Newnan.”

Sec. 13-88. Term of Office. Unless otherwise provided by the charter for the City of Newnan, or the resolution appointing the prosecuting attorney, the prosecuting attorney for the Municipal Court shall serve a term of office of one (1) calendar year.

Sec. 13-89. Jurisdiction, Duties, and Authority. The Position of Prosecuting Attorney of the Municipal Court for the City of Newnan shall have the duty and authority to represent the city as defined by the city charter and by state law, particularly as described in Official Code of Georgia, Section 15-18-96.

Sec. 13-90. Assistant Prosecuting Attorney. The prosecuting attorney of the municipal court may appoint one or more assistant prosecuting attorneys whose appointment shall be ratified by the city council before becoming an assistant prosecuting attorney for the municipal court. Such assistant prosecuting attorney shall be a member in good standing of the State Bar of Georgia or satisfy the provisions of the Third Year Practice Act, found in the Official Code of Georgia, Section 15-18-22.

Sec. 13-91. Ratification. This Article shall ratify all actions that have been taken by the persons acting in the positions of the Position of the Prosecuting Attorney for the Municipal Court to date as authorized by the Mayor and the City Council.

SECTION TWO: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE: If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION FOUR: This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

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

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

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

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

\_\_\_\_\_  
Dustin Koritko, Councilmember

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

Owner: H.P.P. Family Investments;  
Applicant: Edgar Hughston  
Builder, Inc.  
Land Lot 17, 2<sup>nd</sup> Land District  
16.58 Acres, located at  
255 Mary Freeman Road  
Tax Parcel 111 1017 003

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY  
LOCATED IN LAND LOT 17 OF THE 2<sup>nd</sup> LAND DISTRICT  
LOCATED AT 255 MARY FREEMAN ROAD  
TAX MAP NO. 111 1017 003  
IN THE CITY OF NEWNAN, GEORGIA**

WHEREAS, the owner of the property described herein and applicant, has filed an application to rezone the property shown on Exhibit "A" from the City of Newnan Zoning Classification RS-15 (Suburban Residential Single-Family Dwelling District-Medium Density) to RU-7 (Urban Residential Single-Family Dwelling District-High Density) for the construction of 46 single family detached units with conditions; and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 23<sup>rd</sup> day of March, 2021; and

WHEREAS, after the above-referenced public hearing, the City Council has determined the re-zoning of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised as follows:

Section I. That the property described on Exhibit "A" attached hereto and by reference made a part hereof be rezoned from RS-15 (Suburban Residential Single-Family Dwelling District-Medium Density) to RU-7 (Urban Residential Single-Family Dwelling District-High Density) for the construction of 46 single family detached units to the following conditions:



1. The development of the property will be consistent with the concept plan, pictures, and supporting documentation that has been provided as part of the rezoning application.
2. The project will be limited to 46 units.
3. A written agreement with Ashton Place regarding the amenities and covenants/restrictions will be provided.
4. *A playground shall be provided in the new development,*

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.

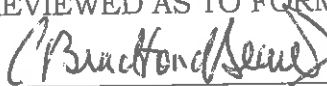
DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the 23<sup>rd</sup> day of MARCH, 2021 in regular session assembled.

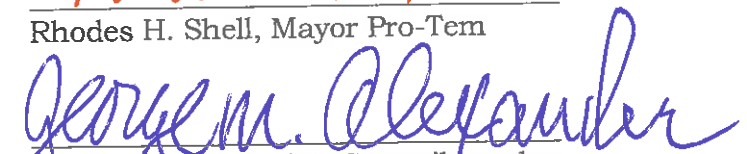
ATTEST:

  
 Megan Shea, City Clerk


  
 L. Keith Brady, Mayor

  
 Rhodes H. Shell, 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

  
 Raymond F. DuBose, Councilmember

(OPPOSED)  
 Dustin Koritko, Councilmember


  
 Paul Guillaume, Councilmember

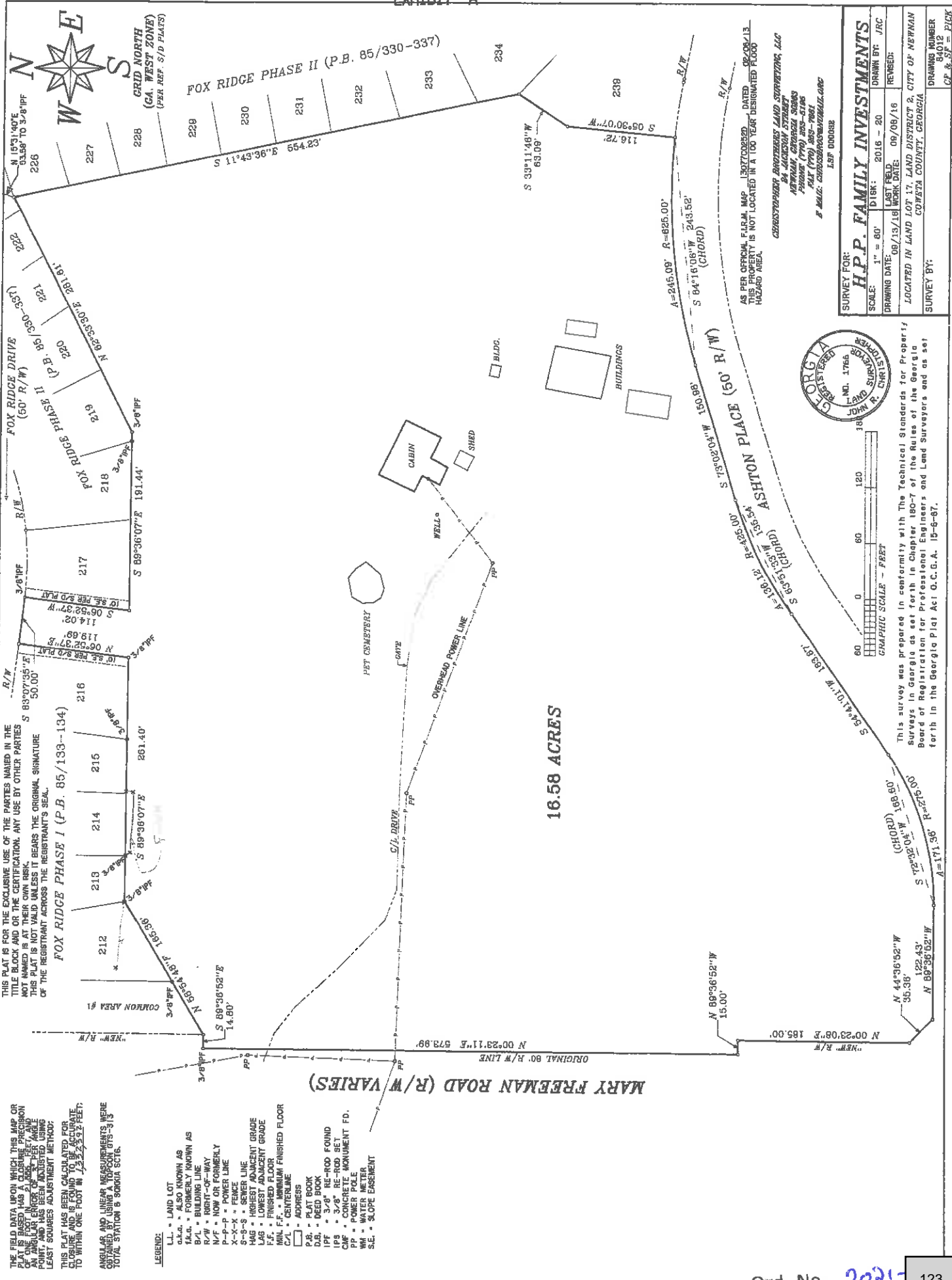
EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 17 of the 2<sup>nd</sup> Land District, City of Newnan, Coweta County, Georgia and being more particularly described as follows:

Begin at the southeast end of the mitered right-of-way line at the intersection of the northerly right-of-way line of Ashton Place (50 R/W) and the easterly right-of-way line of Mary Freeman Road (R/W varies), and run thence along said mitered right-of-way line North 44°36'52" West a distance of 35.36 feet to a point; run thence along said right-of-way line of Mary Freeman Road North 00°23'08" West a distance of 185 feet to a point; run thence along said right-of-way North 89°36'52" West a distance of 15 feet to a point; run thence along said right-of-way line North 00°23'11" East a distance of 573.99 feet to a 3/8 inch IPF; run thence along said right-of-way line South 89°36'52" East a distance of 14.8 feet; run thence away from said right-of-way line North 58°54'48" East a distance of 165.36 feet to a 3/8 inch IPF; run thence South 89°36'07" East a distance of 261.40 feet to a 3/8 inch IPF; run thence North 06°52'37" East a distance of 119.69 feet to a point on the southerly right-of-way line of Fox Ridge Drive (50 R/W); run thence along said right-of-way line South 83°07'35" East a distance of 50 feet to a 3/8 inch IPF; run thence away from said right-of-way line South 06°52'37" West a distance of 114.02 feet to a point; run thence South 89°36'07" East a distance of 191.44 feet to a 3/8 inch IPF; run thence North 62°33'30" East a distance of 281.61 feet to a point; run thence South 11°43'36" East a distance of 554.23 feet to a point; run thence South 33°11'46" West a distance of 63.09 feet to a point; run thence South 05°30'07" West a distance of 116.72 feet to a point on the northerly right-of-way line of Ashton Place; run thence in a generally westerly direction along said right-of-way line of Ashton Place, following the meanderings and curvatures thereof, to point of beginning as established above; being shown and described as 16.58 acres on that certain Plat of Survey prepared for H. P. P. Family Investments by John R. Christopher, GRLS No. 1766, dated September 13, 2016.

Saved:

H:\RobertHancock\AshtonPlaceLegal 16.58 Acres Land Lot 17 2<sup>nd</sup> Land District

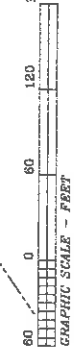


THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE TITLE BLOCK AND TO THE CERTIFICATION. ANY USE BY OTHER PARTIES NOT NAMED IN THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRAR ACROSS THE REGISTRAR'S SEAL.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSE APPROXIMATION TO THE PRECISION OF THE NATIONAL SYSTEM OF MAPPING AND HAS BEEN ADJUSTED USING LEAST SQUARES ADJUSTMENT METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 1/250,000 FEET. ANGULAR AND LINEAR MEASUREMENTS WERE TOTAL STATION & BOUNDARY SIGHTS.

- LEGEND:**
- LL - LAND LOT
  - o.k.a. - ALSO KNOWN AS
  - f.a.o. - FORMERLY KNOWN AS
  - B/L - BUILDING LINE
  - R/W - RIGHT-OF-WAY
  - N/F - NOW OR FORMERLY
  - X-X-X - POWER LINE
  - S-S-S - SEWER LINE
  - HAG - HIGHEST ADJACENT GRADE
  - LAG - LOWEST ADJACENT GRADE
  - F.F. - FINISHED FLOOR
  - MIL F.F. - MINIMUM FINISHED FLOOR
  - AD - ADDRESS
  - DL - DEED BOOK
  - IPF - 3/8" RE-ROD FOUND
  - IPS - 3/8" RE-ROD SET
  - CMF - CONCRETE MONUMENT FD.
  - PP - POWER POLE
  - WM - WATER METER
  - SLL - SLOPE ELEMENT

16.58 ACRES



SURVEY FOR:  
**H.P.P. FAMILY INVESTMENTS**  
 SCALE: 1" = 60' P18K: 2016 - 20 DRAWN BY: JRC  
 DRAWING DATE: 09/13/16 LAST FIELD DATE: 09/08/16 REWAVED:  
 LOCATED IN LAND LOT 17, LAND DISTRICT 2, CITY OF NEWNAN  
 COUSTA COUNTY, GEORGIA  
 SURVEY BY:

AS PER OFFICIAL F.L.R.M. MAP 130770022D DATED 02/08/13 THIS PROPERTY IS NOT LOCATED IN A 100 YEAR DESIGNATED FLOOD HAZARD AREA.  
**CELESTYNET BROTHERS LAND SURVEYING, LLC**  
 24 JACKSON STREET  
 NEWNAN, GEORGIA 30896  
 PHONE: (770) 865-5186  
 FAX: (770) 865-5186  
 E-MAIL: CELESTYNET@GMAIL.COM  
 LSF 000038

This survey was prepared in conformity with The Technical Standards for Professional Land Surveyors and as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-87.

**DONE, RATIFIED AND PASSED** in regular session, on second reading this the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

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

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

REVIEWED AS TO FORM:

\_\_\_\_\_  
Rhodes Shell, Mayor Pro Tem

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

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

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

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

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

\_\_\_\_\_  
Dustin K. Koritko, Councilmember

\_\_\_\_\_  
Paul L. Guillaume, Councilmember

Hi Megan,

You spoke with my neighbor, Carol Landry-Fiske, earlier today and our neighborhood yard sale in Heritage Ridge Subdivision. We would like the yard sale to be Saturday, May 1 from 7am-12pm. Our rain date would be May 8, again from 7am-12PM. We would like to put a sign up at both of our entrances off of Lower Fayetteville the week prior, and will take down early in the week following the yard sale.

Thank you,

Meghan

March 18, 2021

Dear Mayor and City Council,

I am submitting this request to you on behalf of First Baptist Church of Newnan.

We will be having Vacation Bible School from 8:30 am to 12 noon the week of June 14<sup>th</sup> to June 18<sup>th</sup> . We will begin registering children each morning at 8:00am. Due to the safety of the children attending Vacation Bible School and then being picked up from Vacation Bible School, we would like to obtain permission to block Brown Street from the intersection of Brown Street/West Washington Street to the intersection of Brown Street/Madison Street from the time of 8:00 am until 12:30 pm each day during the week of June 14<sup>th</sup>-18<sup>th</sup> .

We are grateful for your consideration in this endeavor and look forward to hearing from you. If you have any questions, please contact me by the information listed below or on my cell phone at 678-633-7731.

Sincerely,

Susan Hester  
Children's Director  
First Baptist Church  
15 West Washington St.  
Newnan, GA 30263  
770-253-0797  
[www.fbcnewnan.org](http://www.fbcnewnan.org)

**Motion to Enter into Executive Session**

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

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

**Motion to Adopt Resolution after Adjourning Back into Regular Session**

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