



Newnan City Council Meeting

AUGUST 24, 2021

Newnan City Hall
Richard A. Bolin Council Chambers
25 LaGrange Street
6:30 PM

CALL TO ORDER

INVOCATION

READING OF MINUTES

- A. Minutes from Regular Meeting on August 12, 2021
- B. Minutes from Special Called Work Session on August 4, 2021

REPORTS OF BOARDS AND COMMISSIONS

- C. 3 Appointments- Downtown Development Authority, 4 year term
- D. Report from Convention Center Authority

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- E. Consideration of an Ordinance to Set the Millage Rate for real and personal property taxes for the City's 2021 assessment cycle
- F. Request from Main Street for street closures and to use sidewalks and parking spaces around the square for 2021 events
- G. Consideration of Award for Professional Architectural and Engineering Design Services for a Fire Training Facility
- H. Consideration of Budget Increase for 2021 Christmas Commission
- I. Public Hearing- Request to demolish structure at 3 Sprayberry Rd. in order to build new convenience store with fuel pumps.
- J. Public Hearing- Request demolition of structure at 227 Jackson Street to clear lot for new convenience store with fuel pumps. To be combined with 3 Sprayberry Rd. also under consideration for demolition.

UNFINISHED BUSINESS

- K. 2nd and Final Reading- Consideration of Ordinance to Regulate the Sale of Distilled Spirits
- L. Resolution for transmittal of the 2021 update to the Capital Improvements Element (CIE), which includes the Short-Term Work Program (STWP), to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA)
- M. Consideration of Resolution for transmittal of the City of Newnan Comprehensive Plan 2021-2041 to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA)
- N. Public Hearing - Zoning Ordinance Amendments, Articles 8, 9 and 10 and Subdivision Regulations selected sections.

- O. Consideration of Professional Services Agreement between the City of Newnan and NOVA Engineering and Environmental, LLC for Environmental Services at 57 E. Broad St.

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- P. Request from Full Circle Toys to close Madison St. between Jefferson St. and Perry St. for event on October 9th

MOTION TO ENTER INTO EXECUTIVE SESSION

- Q. Motion to Enter into Executive Session

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Thursday August 12, 2021 at 2:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

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

PRESENT

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

MINUTES – REGULAR COUNCIL MEETING – JULY 20, 2021

Minutes to be amended to indicate that the resolution adopted regarding Newnan Utilities purchase through MEAG was at 10 megawatts.

Motion by Mayor Pro Tem Shell, seconded by Councilwoman Jenkins to dispense with the reading of the minutes of the Regular Council meeting on July 20, 2021 and adopt them with amendment.

MOTION CARRIED. (7-0)

MAYOR REQUESTED TO AMEND AGENDA

Mayor Brady requested that the agenda be amended to include a resolution regarding debris removal.

Motion by Councilman Alexander, seconded by Mayor Pro Tem Shell to amend the agenda.

MOTION CARRIED. (7-0)

MAYOR INTRODUCED HEATHER DANIEL

Ms. Heather Daniel is the new President & CEO of the Explore Newnan Coweta, Inc. She has an extensive background in marketing and convention visitor's bureau. She has a Bachelor's in Arts from Georgia College at Milledgeville. She is starting the organization from the ground up. Explore Newnan Coweta is a DMO that was funded by Hotel Motel Tax and the County. Mayor Brady welcomed her and said he is excited to see what she is going to do for our community.

APPOINTMENT- CULTURAL ARTS COMMISSION, 3 YEAR TERM

Mayor Brady asked the City Manager to place Councilman Guillaume's appointment to the Cultural Arts Commission on the agenda for the next meeting.

APPOINTMENT- KEEP NEWNAN BEAUTIFUL, 3 YEAR TERM

Motion by Mayor Pro Tem Shell, seconded by Councilman Koritko to reappoint James Matthew Bryan to Keep Newnan Beautiful.

MOTION CARRIED. (7-0)

APPOINTMENTS- BOARD OF ZONING APPEALS, 3 YEAR TERM

Motion by Councilman Guillaume, seconded by Councilman Alexander to appoint Kris Lovell to the Board of Zoning Appeals.

MOTION CARRIED. (7-0)

Motion by Mayor Pro Tem Shell, seconded by Councilman Koritko to reappoint Sally Hensley to the Board of Zoning Appeals.

MOTION CARRIED. (7-0)

APPOINTMENT- COWETA COUNTY BOARD OF HEALTH, 4 YEAR TERM

Motion by Mayor Brady, seconded by Councilman Koritko to reappoint Gloria Barnes to the Coweta County Board of Health.

MOTION CARRIED. (7-0)

APPOINTMENTS- DOWNTOWN DEVELOPMENT AUTHORITY, 4 YEAR TERM

Mayor Brady asked the City Manager to place Councilman Alexander, Councilman Koritko and his appointments to the Downtown Development Authority on the agenda for the next meeting.

Motion by Mayor Pro Tem Shell, seconded by Councilman Alexander to reappoint Councilman Ray DuBose to the Downtown Development Authority.

MOTION CARRIED. (7-0)

REQUEST FROM FARMER STREET CEMETERY COMMISSION TO HOST PUBLIC INFORMATION GATHERING- AUGUST 26TH

Councilman Alexander stated that this is the same date and time as a community education forum for the tornado and SBA loans. He is concerned as there may be many citizens who would want to attend both events. Councilwoman Jenkins also thought this would be a conflict.

Assistant City Manager, City Liaison to the Farmer Street Cemetery Commission stated that he would bring this back to the commission as the direction of council to consider a different date.

Mayor Brady also thought with this item on the agenda it was a good time to put together and share a timeline of the history of the cemetery. He explained that it was in 1961 when the City acquired the entire tract of land including C Jay Smith Park from Newnan Cotton Mills. Bobby Olmstead grew up in the area and worked at the Newnan Cotton Mill and he knew the importance of the cemetery. Without Bobby Olmstead's input and desire to see something done with the cemetery this wouldn't have happened.

Mayor Brady ran through the timeline then from 1999-present highlighting the efforts of the original Farmer Street Cemetery Commission and their recommendations, the history with the African American Alliance and the Shotgun House and the re-formation of the Farmer Street Cemetery Commission. He asked that City Staff put this information on the City's website so people can see it and have the facts.

He acknowledged several people who have been instrumental over the years. Donald McCarty, an ex-building official with the City, he took the project on and took personal time to work on the project. Councilwoman Jenkins recognized Cynthia Rosser and Natalie Helvie who approached the City to get the shotgun house moved. In 2006, Councilwoman Cynthia Jenkins had the City halt construction of a sidewalk in order to ensure they were not disturbing any graves.

He explained that in 2019 Dr. Jeffrey Glover with Georgia State University was approved for GPR work at the cemetery but then COVID hit. They have not completed their work on this but expect to be finished by the end of September. Dr. Glover also suggested Dr. Dan Bigman to help with ongoing work to be done to determine gravesites.

City Manager and the Mayor had a call with Dr. Bigman. City Manager explained that Dr. Bigman specializes in identification of burial sites. There are newer technologies from 20 years ago when the cemetery was first surveyed. There are opportunities to delineate grave locations with new technologies. Dr. Bigman has been asked to put together a proposal for the Farmer Street Cemetery Commission.

REPORT FROM CULTURAL ARTS COMMISSION

Jaami Rutledge, 2021 Chairperson to the commission presented the report. She provided updates on what the commission has been working on. In 2020 they created a mission statement, "to engage, enhance and excite the community through cultural arts events. In 2021 they have hosted virtual programs as well as in person events. They have done more outreach and social media. In 2022 they hope to bring back events such as Friends of Wadsworth Concert and repeat events they did this year.

Council gave some feedback regarding the summer concerts and the types of music offered. Ms. Rutledge explained that with a new partnership with CTCA it was requested to expand on the Jazz in the Park series as that has been very successful in the past. She did acknowledge that they are open to what residents would like to hear. She said the commission does want to refresh their outreach. They want to have a marketing shift, an artistry shift when it comes to the Wadsworth Concert.

Councilwoman Jenkins and Mayor Brady thanked Ms. Rutledge and the commission for their hard work on all these great events. Not only the planning but the execution as well.

CITY MANGER

Assistant City Manager introduced the newest hire for the City, Andrew Moody. He is the special projects manager for the American Rescue Plan Act (ARPA) funds. Mr. Moody said he appreciates the opportunity to help the City administer the funds. He is a recent graduate of the University of West Georgia and will graduate again with his Master's in December. He presented to Council a memo and survey regarding the funds with bucket categories. He requested Council to review, place percentages next to the buckets and return the survey to him for input.

PUBLIC HEARING – ALCOHOL BEVERAGE LICENSE – EL CALLEJON CANTINA, LLC

Mayor Brady open a public hearing on the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine License for El Callejon Cantina, LLC, 33 ½ E. Broad St.

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

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

MOTION CARRIED. (7-0)

**CONSIDERATION TO PURCHASE A HEAVY-DUTY RESCUE UNIT USING THE HGAC
(HOUSTON-GALVESTON AREA COUNCIL) CO-OP METHOD**

Fire Chief, Stephen Brown explained they are looking to purchase a heavy-duty rescue unit for \$249,500 including some equipment. This would be for Station 1 and the current truck there would go to Station 2 to replace an aging unit.

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

MOTION CARRIED. (7-0)

**CONSIDERATION OF AGREEMENT WITH COWETA COUNTY AND THE COWETA
COMMUNITY FOUNDATION**

City Manager explained this is a 3-party agreement with the City, Coweta County and the Coweta Community Foundation. There have been discussions around long-term recovery planning and the recruitment of a long-term recovery director. The City and County would contribute \$50,000 each to help cover the costs of hiring the director.

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

MOTION CARRIED. (7-0)

**2ND AND FINAL READING- ORDINANCE TO AMEND SECTION 3-25, CONSUMPTION
AND SALES ON PUBLIC PROPERTY AND SECTION 3-67, GROWLERS, OF
CHAPTER 3 ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES**

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

MOTION CARRIED. (7-0)

**2ND AND FINAL READING- ORDINANCE TO AMEND SECTION 5-3, SCOPE (a)(2),
BUILDING, OF ARTICLE I, ADMINISTRATION, ADOPTION, ENFORCEMENT, OF
CHAPTER 5, BUILDINGS, OF THE CODE OF ORDINANCES**

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

MOTION CARRIED. (7-0)

CONSIDERATION OF ORDINANCE TO REGULATE THE SALE OF DISTILLED SPIRITS

City Manager apologized that the wrong version of this ordinance was put in the agenda packet. Council did receive the final draft today via email. This reflects the changes discussed at the work session, changing inventory to \$750,000, removing CHV and CUN districts and gives clarify on multiple family members having interest.

Councilman Koritko asked whether it is census data or Atlanta Regional Commission (ARC) data being used. City Manager explained that census data is only every 10 years so ARC gives data more frequently.

Councilman Koritko asked about the distance from churches, schools and residential and why they are not the same. This had been discussed at the work session and there had not been consensus. City Attorney clarified that distances listed in Section D of the Ordinance #2 and #3 are state minimums. Section D #1 and #4 are for Council to decide on. Councilman Koritko asked why they are not all 600 feet? Mayor Pro Tem Shell felt that that would be too restrictive and then no one would be able to comply with it.

Motion by Councilman Guillaume, seconded by Councilwoman Jenkins to adopt the ordinance as presented. Koritko opposed. 2nd and Final reading next agenda.

MOTION CARRIED. (6-1)

18 BERRY AVE- OWNER UPDATE AND REQUEST FOR EXTENSION

Matt Murray, Code Enforcement, explained that this property was sold last March to SKA Realty, Mr. Kieran Arthum. They did pull permits and submitted plans that were approved. The issue is getting a crew to start on the project. Mr. Arthum is asking for a 180-day extension. He presented a schedule to Mr. Murray, hoping to start in 2 weeks.

Motion by Councilman DuBose, seconded by Councilman Alexander to grant the request for 180-day extension.

MOTION CARRIED. (7-0)

21 BERRY AVE- OWNER UPDATE AND REQUEST FOR EXTENSION

Matt Murray, Code Enforcement, explained that this was brought to council last February, right before everything shut down. Mr. Calderon did make some repairs to the building, some repairs to the siding. He is having difficulty with financing due to rents on other properties and the rent moratorium. He requested 180-day extension.

Councilwoman Jenkins asked about the grass, there have been complaints. Mr. Murray said he will follow up again as he knows that's been an issue. There were questions about the timeline and the lack of finances. There have been many complains on the property

with rodents and so maintenance is an issue that needs to be addressed. A timeline for financing was discussed.

Councilman Guillaume had made the motion for 180-days but then amended the motion to 90-days.

Motion by Councilman Guillaume, seconded by Councilwoman Jenkins to grant a 90-day extension.

MOTION CARRIED. (7-0)

**AMENDED ITEM- RESOLUTION ESTABLISHING A POLICY FOR LONG-TERM
DEBRIS REMOVAL CREATED BY THE TORNADO IN MARCH 2021**

City Manager explained that this is related to storm debris pickup. Notice had been given that final pass would be July 2, 2021 and then regular debris pickup would resume. If a contractor puts something out then they need to remove it, if a homeowner puts it out then we pick it up.

There have been a lot of questions about this. Non-profit organizations are saying grants they have received will help more homeowners if the contractor can just get the debris to the curb. This resolution will allow the city to pick up anything vegetative or construction debris that is storm related until June 2022. Anything not storm related that will not be picked up.

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

MOTION CARRIED. (7-0)

VISITOR

Phyllis Graham just wanted to thank Council and share her excitement for the Pickleball Courts.

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Shell, seconded by Councilman Alexander that we now enter into closed session as allowed by O.C.G.A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing real estate legal issues and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject

matters of the closed session were within exceptions permitted by the open meetings law at 3:35pm.

MOTION CARRIED. (7-0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

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

MOTION CARRIED. (7-0)

CROWELL CLAIM

Motion by Councilman Alexander, seconded by Mayor Pro Tem Shell to deny the Crowell claim.

MOTION CARRIED. (7-0)

ADJOURNMENT

Motion by Councilman Koritko, seconded by Councilwoman Jenkins to adjourn the Council meeting at 4:10pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor

The special called work session of the City Council of the City of Newnan, Georgia was held on Thursday, August 4, 2021 at 5:30 p.m. at the Carnegie Library 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 Dunnivant and City Attorney, Brad Sears.

COMPREHENSIVE PLAN UPDATE 2021-2041

Tracy Dunnivant, Planning Director, stated that she would be providing an update on the draft of the comprehensive plan and highlight the major changes and give an overview of the chapters.

Chapter 1- Intro and Overview, this gives the demographics of the city and history. It also explains the role of the steering committee that was put together to go through the comp plan and make suggestions.

Chapter 2- Community Involvement Plan, this included a lot of community participation. There were 2 public hearings, website, social media, events/pop-ups and a survey that was sent out which generated 1,037 responses. Common themes that were found were the love for the downtown area, parks and the LINC. Some of the common themes for things that need to be improved included traffic, too much growth and greater diversity of businesses.

Chapter 3- Needs & Opportunities, looking at 5 major areas of focus- land use, capital improvements, economic development, transportation and housing. The steering committee went through each of these focus areas and decided what to keep, remove, add or change. Ms. Dunnivant went through each of the 5 areas of focus, seeking feedback from Council.

In the Land Use category, food deserts were commented on by the public as far as no healthy options. Possible incentives for providers of fresh groceries were discussed. The use of “small town” versus “hometown” was debated amongst Council. Since there is an ongoing need to preserve the “small town” feel and atmosphere as Newnan continues to grow, it was agreed to change that in the draft. They also decided to craft something regarding the incentives for providers of fresh groceries.

In the Economic Development category, the alleys in downtown were discussed. This had been removed but Council requested it be added back in. Then in the Transportation category pedestrian safety was discussed, the need for a generalized statement to address this issue.

In the Housing category, a need for high-end housing as more professional level employment opportunities develop was originally remove and council decided to add it back in as this is need in the community. Investments in diversifying affordable housing solutions were discussed. Council decided to add in considering the adoption of incentives for developments that address specific housing needs within targeted areas of the City.

The tornado housing needs were discussed and how are those addressed. While that won't be a 20 year need it will be a 5-year need. Council wanted to add in that the City will work to re-establish the neighborhoods impacted by the tornado. The historic districts were addressed and "protecting residential historic districts" was added.

Chapter 4- Vision, Goals and Policies, looked at the same 5 major areas of focus and what will drive the needs and opportunities of those focus areas. With land use, higher density developments were discussed. This means 12 units per acre but that does not mean just apartments, it can be duplex or townhome as well. Higher density can be a variety of things even office space, not just apartments. Council decided to say balancing more intense uses with usable greenspace and amenities in appropriate locations.

For economic development, the film industry was discussed. The requests the City is getting are not what it was pre-covid and it may be hard to know what the next few years will look like. Council decided to take this out of the plan specifically addressing the film industry.

In the Transportation category, integrated sidewalks/paths were discussed and helping small business development. There are opportunities for this not just in the central business district, council changed to say city-wide. Charging stations were discussed as they are a consideration with new parking decks or lots being built. Council decided to remove this point because it seems more private sector. It was considered to add in encouraging the rail line to link Newnan and Senoia and Council chose to add it in to the plan.

Chapter 5- Community Work Program, it was brought up that Farmer Street Cemetery was no on the list for the short-term work program, it will be added.

Chapter 6- Capital Improvement Element, there will be a minor reduction in the impact fee. It was decided to add exploring grant opportunities for housing. Resurfacing of streets program was also added to ensure it is kept up with.

Chapter 7, Land Use and Future Land Use Map, looked at more character areas. Historic neighborhoods need to keep certain look/character. Missing Middle need, 4-7 units that allows for a variety of housing products. Redevelopment Opportunity Areas designed to

spur additional growth and be repurposed. Need to identify the type of housing wanted. Some of these areas have properties that are under-developed for many different reasons, highway strip centers, vacated healthcare facilities and they will need incentives to encourage the redevelopment. Still need to refine these areas. This is a tool for Council when looking at applications for re-zoning, also shows the community where there are potential opportunities.

Next steps are to make changes and bring to Council for transmittal.

PROPOSED ORDINANCE TO REGULATE THE SALE OF DISTILLED SPIRITS

City Manager stated that he spoke to other communities and operators/distributors and regulators. Since the last council meeting there have been several versions of the ordinance. The first change made was to the minimum square footage, did it include certain spaces such as breakrooms etc. 5,000 sq ft will not include other spaces so will probably be 7,500 sq ft with all that included. Inventory was actually low initially, based on research. Inventory initially proposed was low. Proposing \$750,000 and this is consistent with what Coweta County is going to propose.

The square footage was discussed, should it be a flat number, 8,000 all inclusive? For comparison, the Kedron Word of Beverage in Peachtree City is 8,700 sq ft. Decided to leave as drafted for minimum 5,000 with additional areas square footage outlined.

There were concerns voiced about stores being too close to residential. The CUN (neighborhood community district) has been removed. Also, the CHV has been removed. They are close to residential and are the highest intense use. Tried to target just to major highway areas, commercial/shopping district areas within the CGN, CCS or PDC zoning.

Some distances can't be changed such as college campus, that is set in the law. Did add that it must be 300 feet from a residential zoned single-family dwelling. If it's too restrictive it will make it hard to find locations. The difference between 600 to schools and 300 to churches was discussed. The school distance is set by state statute. Current alcohol license states front door to property line and this ordinance is drafted as following the road way.

Added no person, group or entity with similar members, including family members, shall have an interest in more than one license. Then the number of licenses was changed from 4 to 3. For operators to be successful there can't be saturation. County will also propose 3 and Senoia is not drafting an ordinance until after election.

Defined the application process more. If this is adopted now people may start to submit applications. States in the ordinance the applications will not be accepted until after the effective date of the ordinance which is after election results. Then a 60-day application window to receive all applications. Also clarified the time of sales. If Sunday sales were wanted it would have to be a ballot question and not going to do that at this time.

Atlanta Regional Commission versus Census numbers was discussed. Census is only every 10 years so more frequent numbers from ARC. Ordinance also states selection of applications conducted by lottery system by independent third party.

ADJOURNMENT

Meeting was adjourned at 7:42pm.

Megan Shea, City Clerk

Keith Brady, Mayor



Newnan Centre

ANNUAL AUTHORITY REPORT TO CITY COUNCIL
AUGUST 2021

Newnan Convention Center Authority

- 7 Authority Members who serve 3 year staggered terms.
- Lead by Chairman Parks Avery, Jr.



Newnan Convention Center Authority



Vice Chairman Michael Colpoys



Secretary CarLes Stinson



Treasurer Teresa Lovett

Newnan Convention Center Authority



**Authority Member Brent
Snodgrass**



Authority Member Krista Frost



**Authority Member John
Goodrum**

Outdoor Gazebo & Patio Project

- Construction began in 2019
- Completed in 2020
- Project Cost: \$488,405





First Outdoor Wedding Ceremony, July 2020



First Outdoor Wedding Ceremony, July 2020



Outdoor Wedding Ceremony, October 2020



Outdoor Wedding Ceremony, May 2021

COVID Impact

- Financial loss in 2020 -- \$257,766
- Held small socially distanced meetings in 2020
- 2021 bookings improving
- Delta Variant

Annual Occupancy Report

- 2017 – 267 total events with 29,337 in attendance.
- 2018 – 233 total events with 33,362 in attendance.
- 2019 – 292 total events with 34,959 in attendance.
- 2020 – 158 total events with 19,959 in attendance.
- 2021 – 145 events to date with an attendance of 19,138 thus far.
- Highest Occupancy Rate of 24.3% in 2019.

Conferences

- ▶ Southeastern Animal Control Association Conference
- ▶ Yamaha Motor Manufacturing Corporation Suppliers Conference
- ▶ Reets Drying Academy Conference
- ▶ State Department of Early Care and Learning Conferences
- ▶ Room Nights
 - ▶ Weddings
 - ▶ Conferences
 - ▶ Trainings
- ▶ Challenges
 - ▶ Lack of space to accommodate meals and break out meeting rooms.

2021 Customer Care Ratings

1 = Exceeded Expectations
2 = Met Expectations
3 = Failed to Meet Expectations

- STAFF: 1.15%
- SERVICE: 1.23%
- CLEANLINESS: 1.23%
- VALUE: 1.46%
- CATERING: 1.86%

Future Projects

- SEAL & RESTRIPE
PARKING LOT
(AUGUST 23RD – 27TH)
- UPDATE DÉCOR
- LIGHTING FOR
OUTDOOR GAZEBO
AREA

Alcohol

- In-house in 2019
- Increased Revenue
- Insurance
- Trained Bartenders
 - Servsafe Certified





QUESTIONS?



**City of Newnan, Georgia
Mayor and Council**

Date: August 24, 2021

Agenda Item: Ordinance to set millage rate for 2021
Property Taxes

Prepared By: Katrina Cline, Finance Director

Presented By: Cleatus Phillips, City Manager

Purpose: To adopt an ordinance to set the millage rate for real and personal property taxes for the City's 2021 assessment cycle.

Background: The 2021 tax digest was received from the Coweta County Tax Commissioner on July 17, 2021. The current 2021 tax digest and 5-year history of the levy has been advertised, as required. A copy is attached.

Funding: N/A.

Recommendation: Staff recommends that Council approve the ordinance as submitted, resulting in a 2021 millage rate of 3.574 mills, which is the rollback rate calculated by the Coweta County Tax Commissioner for 2021.

Options:

1. Approve the ordinance as submitted.
2. Other action as directed by Council.

Attachments: Current 2021 Tax Digest and 5-Year History of Levy (as advertised).

Previous Discussion with Council: N/A.

PUBLIC NOTICE

The Newnan City Governing Authority does hereby announce that the 2021 millage rate will be set at a meeting to be held at Newnan City Hall on August 24, 2021 at 6:30 PM, and pursuant to the requirements of O.C.G.A. 48-5-32, does hereby publish the following presentment of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

City of Newnan CURRENT 2021 TAX DIGEST AND 5-YEAR HISTORY OF LEVY

City	2016	2017	2018	2019	2020	2021*
Real and Personal	\$1,204,536,961	\$1,322,596,403	\$1,419,667,563	\$1,475,094,477	\$1,694,291,927	\$1,774,972,860
Motor Vehicles	28,360,230	20,606,520	15,045,190	11,991,020	9,516,854	7,842,770
Mobile Homes	0	0	0	0	0	0
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	0	0	0	0	0	0
Gross Digest	\$1,232,897,191	\$1,343,202,923	\$1,434,712,753	\$1,487,085,497	\$1,703,808,781	\$1,782,815,630
Less M & O Exemptions	0	0	0	0	0	0
Net M & O Digest	\$1,232,897,191	\$1,343,202,923	\$1,434,712,753	\$1,487,085,497	\$1,703,808,781	\$1,782,815,630
State of Georgia Forest Land Assistance Grant Value	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Net M & O Digest	\$1,232,897,191	\$1,343,202,923	\$1,434,712,753	\$1,487,085,497	\$1,703,808,781	\$1,782,815,630
Gross M & O Millage	9.241	8.709	8.707	8.905	8.304	8.695
Less Rollback	5.191	4.839	4.707	4.916	4.661	5.121
Net M & O Millage	4.050	3.870	4.000	3.989	3.643	3.574
Net Taxes Levied	\$4,993,234	\$5,198,195	\$5,738,851	\$5,931,984	\$6,206,975	\$6,371,783
Net Tax \$ Increase/(Decrease)	\$72,081	\$204,962	\$540,656	\$193,133	\$274,991	\$164,808
Net Tax % Increase/(Decrease)	1.46%	4.10%	10.40%	3.37%	4.64%	2.66%

* Proposed Millage Rate. Actual Millage Rate will be determined by Council at the August 24, 2021 meeting.

ORDINANCE IMPOSING TAXES FOR CORPORATE PURPOSES FOR THE YEAR 2021

BE IT ORDAINED, by the City Council of the City of Newnan, Georgia:

SECTION I. That for the purpose of paying its expenses of operation and maintenance from the 1st day of January, 2021 to the 31st day of December, 2021, the City of Newnan, Georgia, a body politic, does hereby impose and levy the following taxes:

On each one thousand (\$1,000.00) dollars of the assessed value of all real estate and all personal property in the City of Newnan, Georgia and in like proportion on less than one thousand (\$1,000.00) dollars in assessed value a tax, in the following amount:

For the general operations of the City of Newnan, the tax rate of eight and six hundred ninety five (8.695) mills is hereby levied upon the real and personal property located within the corporate limits of the City of Newnan. This rate will produce approximately \$15,502,428 in ad valorem taxes. In compliance with the original laws regulating local option sales tax, the sum of \$9,130,645 is hereby deducted from the total levy, leaving a balance to be collected of approximately \$6,371,783, or a reduction in the ad valorem tax levy of five and one hundred twenty one (5.121) mills. The effective rate of taxation is three and five hundred seventy four (3.574) mills, which is for the general operations of the City of Newnan.

SECTION II. That all taxes imposed or levied by this ordinance shall be due and payable at the office of the Coweta County Tax Commissioner approximately forty-five days after billing.

If any tax is not paid on or before the last business day of the month following the billing, interest in the amount of 0.542% per month shall be added and collected by the Tax Commissioner. Additionally, a penalty of 5% shall be added after 120 days, with an additional 5% assessed after each successive 120 days, up to a maximum of 20% of the principle amount due. If the taxes are not paid by the 31st day of March 2022, the Tax Commissioner may issue a tax execution for the tax, penalty, interest, and execution fee of twelve dollars (\$12.00) against the property of the defaulting taxpayer, directed to the police chief or any other officer or person designated by the City Council for that purpose, who shall proceed to collect the same according to law.

SECTION III. Any taxpayer whose property is under appeal with the Coweta County Tax Assessor may make a partial payment reflecting the tax on the undisputed portion of the appraisal. Taxpayers with pending appeals who make full payment will receive a refund for any reduction in the property valuation resulting from the appeals process. Taxpayers who make partial payments will be liable for penalties on any additional tax due following resolution of the appeals process.

SECTION IV. Any ordinance or parts of ordinances in conflict with or inconsistent with this ordinance are hereby repealed.

**ORDINANCE IMPOSING TAXES FOR
CORPORATE PURPOSES FOR THE YEAR 2021**

DONE, RATIFIED AND PASSED in regular session, by the City Council of the City of Newnan, on this the _____ day of _____, 2021.

ATTEST:

_____ Megan Shea, City Clerk	_____ L. Keith Brady, Mayor
---------------------------------	--------------------------------

REVIEWED AS TO FORM:	_____ Rhodes H. Shell, Mayor Pro-Tem
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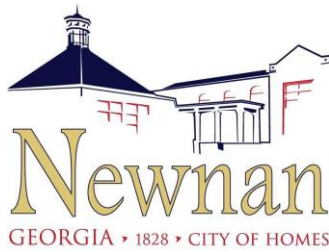
_____ C. Bradford Sears, Jr., City Attorney	_____ George M. Alexander, Councilmember
------------------------------------------------	---------------------------------------------

_____ Cleatus Phillips, City Manager	_____ Cynthia E. Jenkins, Councilmember
-----------------------------------------	--------------------------------------------

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



Mr. Cleatus Phillips
City Manager
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

August 16, 2021

Dear Mr. Phillips,

Please accept this letter as a formal request to place the following agenda item on the Newnan City Council's August 24, 2021 Meeting Agenda:

I. Permission to close streets for the following Main Street Newnan events:

- **Spirts & Spice Festival – Saturday, October 23, 2021**

Permission to close North and South Court Square, West Court Square, and West Washington and West Broad Streets between 11:00am and 8:00pm.

- **Holiday Sip & See – Friday, November 19, 2021**

Permission to close South Court Square between 3:00pm and the close of the event.

- **Santa on the Square – Friday, November 26, 2021**

Permission to close North Court Square between 5:00pm and the close of the event.

II. Permission to use downtown sidewalks for the following Main Street Newnan events:

- **Labor Day Sidewalk Sale – Friday, September 3-Monday, September 6, 2021**

Use of downtown sidewalks at various participating locations between 9:00am and 6:00pm.

- **Fall Art Walk – Friday, September 17, 2021**

Use of downtown sidewalks at various participating locations between 5:00pm and 9:00pm.

- **Oktoberfest Craft Beer Tasting – Friday, October 1, 2021**
Use of downtown sidewalks at various participating locations between 5:00pm and 9:00pm.
- **Munchkin Masquerade – Friday, October 29, 2021**
Use of downtown sidewalks during the event between 10:00am and 12:00pm.
- **Spirts & Spice Festival – Saturday, October 23, 2021**
Use of downtown sidewalks at various participating locations and around the Courthouse square between 2:00pm and 7:00pm.
- **Holiday Sip & See – Friday, November 19, 2021**
Use of downtown sidewalks at various participating locations between 5:00pm and 9:00pm
- **Santa on the Square – Friday, November 26, 2021**
Use of downtown sidewalks at various participating locations between 6:00pm and 8:00pm.

III. Permission to utilize parking spaces or lots for the following Main Street Newnan events:

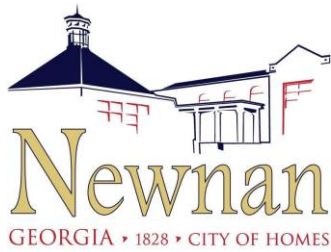
- **Spirts & Spice Festival – Saturday, October 23, 2021**
Use of parking spaces located on the interior and exterior of the Courthouse Square.

Please contact me if you require additional information.

Thank you for your continued support of the Business Development Department and the Main Street Newnan program

Best Regards,

Jesse Branch
Special Events Coordinator



Business Development Department

Jesse Branch, Main Street Special Events Coordinator

City of Newnan

770-253-8283 (x1)

706-333-1433 (cell)

jbranch@cityofnewnan.org

Main Street Newnan

Business Development Department

6 First Avenue

Newnan, Georgia 30263

www.mainstreetnewnan.com



City of Newnan, Georgia - Mayor and Council

Date: August 24, 2021

Agenda Item: Consideration of Award for Professional Architectural and Engineering Design Services for a Fire Training Facility

Prepared By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider and award a professional architectural and engineering design services contract to a qualified firm for the development of design documents for a fire training facility.

Background:

The citizens of the City of Newnan, in approving the Special Purpose Local Option Sales Tax (SPLOST) in 2019, assigned \$1.7M to upgrade the existing Fire Training Facility along Greison Trail.

In Fall 2020, City staff engaged a qualified firm to provide assistance in better understanding the full scope of improving the current Fire Training Facility at its' current location as well as the potential expenses related to the relocation of the facility to a site along Corinth Road. The exercise included cost estimating. Newnan Fire Chief, Stephen Brown, presented the firm's conclusions at a Newnan City Council meeting in October 2020.

After great conversation, it was determined that the Newnan Fire Department's Fire Training Facility shall remain at the location along Greison Trail and receive substantial improvements, including but not limited to new training classrooms, restrooms/lockers, an office and a new burn building.

In May 2021, the City of Newnan released a Request for Qualifications (RFQ) for professional architectural and engineering design services for the fire training facility improvement project, as described herein. Proposals were due on June 8, 2021.

In response to the RFQ, the City of Newnan received proposals from the following firm(s):

1. 2WR +Partners
11 9th Street #120
Columbus, Georgia 31901

On June 18, 2020, City staff interviewed 2WR +Partners to best understand their particular experience and process. Please note that the firm provided a price proposal at the conclusion of the interview.

Upon completion of the interview process, City staff notified 2WR +Partners, that the City would like for the firm to consider several project delivery methods (i.e. Design-Bid-Build, Design-Build, CM-At-Risk). The firm was receptive to all project delivery methods.

It was determined that the City would like to engage a firm to provide a nearly complete set of construction documents that may be used at a later date to deliver the project using either the design-bid-build or design-build project delivery method. It is believed that the approach, as described herein, will provide the City with a cost effective, timely and manageable project.

The recommendation herein is primarily based upon the following elements:

1. Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules.
2. Firm qualifications and experience.
3. Project Approach - understanding of the work to be performed.
4. Price proposal / Fee Schedule.
5. Technical approach.

Please note that the firm's fee proposal, while an important factor, is not the sole determining selection element.

The following list of services are anticipated to be provided by 2WR +Partners:

- Perform full survey with utilities and topo of the site
- Full Civil Documents without landscaping
- Programming
- Concepts
- Design Development
- 75% Construction Documents (no specifications)
- Structural for the classroom building
- No structural for the burn tower foundation or slabs. The fire simulator is a large expense and may be best to allocate space on site, but no intricate AE design work until after 75% documents.
- No gas prop selection or design.
- Full MEP documents to 75% (no specs) no connections to tower or site at this time

The contract for services, as described herein, includes total compensation of 6% of the owner's budget.

Funding:

1. SPLOST 2019

Recommendation:

Understanding the needs of the Newnan Fire Department's training operation and the desires of the Newnan City Council, City staff recommends approving the contract as proposed.

Attachment:

1. Proposal for Professional Architectural/Engineering Design Services Fire Training Facility, received on June 18, 2021

Previous Discussion with Council:

Newnan City Council considered a presentation from the Newnan Fire Department in October 2020 regarding the Fire Training Facility located on Greison Trail. Prior to the October 2020 presentation, Newnan City Council considered and included the Fire Training Facility in the 2019 SPLOST program.

18 June, 2021

Ronda Helton
Program Manager
City Manager's Office
25 LaGrange Street
Newnan, GA 30263



**RE: Professional Architectural / Engineering Design Services
Fire Training Facility**

Dear Ms. Helton,

2WR of Georgia, Inc. is pleased to provide the following proposal for A/E Services for the proposed City of Newnan, GA Fire Training Facility. Our proposal includes the following services:

1. Architecture
2. Interiors
3. Civil
4. Landscape
5. Structural
6. Mechanical
7. Electrical
8. Plumbing
9. Geotechnical
10. Topographic Survey

Our services do not include:

- 1 Low-Voltage Systems inclusive of:
 - a. AV
 - b. Phone | Data
 - c. Security | Access Control Systems
2. FF&E

Basic Project Information:

Our proposal is based on information obtained from the Request for Qualifications issued May 5, 2021, and more specifically from the programing/conceptual design performed by 2WR in April 2020 for the training facility site comparison for 473 Greison Trail.

Services Provided:

Full AE Services including: Program Verification, Design, Bidding Support, and Construction Administration. Our services will be provided in accordance with ***AIA B101 – 2017 Standard Form of Agreement Between Owner and Architect***. Our services will include the following Phases:

Design Phase:

- Schematic Design
- Design Development
- Construction Documents

Bidding Phase:

2WR and our team will assist the Owner during the bidding phase. We will address questions via Addendum and assist with review of bids along with recommendation of award.

Construction Phase:

2WR will conduct bi-monthly site visits and OAC (Owner, Architect, Contractor) Meetings. We will provide SOR's (Site Observation Reports) for each visit. Our team will attend meetings and provide SOR's at project milestones related to their specific discipline. 2WR and our team will review / advise on RFI's and Shop Drawings, will issue ASI's, review Pay Applications, and Change Proposals. At each OAC Meeting we will review the:

- Project Schedule
- 2-Week Look Ahead
- RFI Log
- Change Proposal Log
- Submittal Log
- Quality Issue
- Site Conditions
- GC Issues
- Owner Issues
- Architect Issues
- Consultant Issues

Deliverable Documents:

1. 2 sets Specifications will be provided in 8-1/2 x 11 format.
2. 2 sets Documents will be developed utilizing REVIT.

Communication and Sharing of Information:

2WR will lead all meetings and provide Meeting Summaries for each. All project information will be shared via BaseCamp online Project Management site. BaseCamp provides all project team members with 24/7 access to all project information. Project schedules and team member responsibilities will also be shared on BaseCamp.

Fees:

The fees for this project are developed utilizing the information above. Compensation will be billed on a percentage completed basis. Invoices will be submitted on a monthly basis. Reimbursable Expenses are not included in the fee schedule. Reimbursable Expenses include: plotting / printing, postage, mileage, and any fees paid on the Owner's behalf for permitting or government agency review. Based on the project **budget of \$3,000,000** we propose to accomplish the above Scope of Work for BASE FEE of **6%** of construction costs or \$180,000. If the Owner authorizes an increase in the project budget, our fee will be adjusted by 6% of the increase. Payment for each phase based on proposed fee is as follows:

Compensation Schedule:

Schematic Design (20%):	\$ 36,000
Design Development (30%):	\$ 54,000
Construction Documents (30%):	\$ 54,000
Bidding Support (5%):	\$ 9,000
Construction Administration (15%):	\$ 27,000
Total Basic Services (100%)	\$180,000

Reimbursable Expenses and Additional Services:

The following services are not included in our Fee and will be billed as Reimbursable Expenses (actual cost plus 15%); printing of documents beyond two (2) sets at each submittal phase, mounting of color prints, fees paid for reviews / permits / applications, and similar services identified as Reimbursable Expenses in **AIA B101 – 2017 Standard Form of Agreement Between Owner and Architect**.

The following services can be provided as Additional Services if desired by the Owner. Fees for Additional Services will be negotiated prior to services being rendered or can be provided on an hourly basis. The following are examples of Additional Services; renderings

beyond 1, specialty consultants beyond those identified as part of our Basic Services, commissioning, low-voltage system designs including security / data / technology, FF&E design / specifications, and similar services identified as Additional Services in **AIA B101 – 2017 Standard Form of Agreement Between Owner and Architect**.

We appreciate the opportunity to work with you on this exciting project. We are ready to begin work upon your notification.

Sincerely,
2WR of Georgia, Inc.

A handwritten signature in black ink, appearing to read "Alex Griggs", with a long horizontal flourish extending to the right.

Alex Griggs
Senior Project Manager

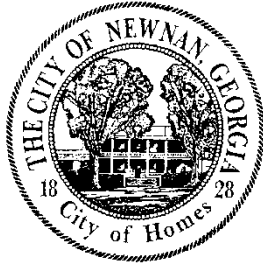
CC:
Scott Allen, 2WR of Georgia, Inc.
Sandra Schaaf, 2WR of Georgia, Inc.
File



June 16, 2021

2WR + Partners
Hourly Rates

Title	Rate
Senior Principal & Partner	\$217.00
Principal	\$178.00
Architect III	\$162.00
Architect II/Project Manager	\$151.00
Architect I	\$142.00
Architecture Graduate (Intern)	\$127.00
Interior Designer	\$127.00
Specification Writer	\$125.00
Construction Administrator	\$125.00
REVIT Technician	\$68.



City of Newnan, Georgia - Mayor and Council

Date: March 23, 2021

Agenda Item: Consideration of Budget Increase for 2021 Christmas Commission

Prepared by: Page Beckwith, Christmas Commission Liaison

Purpose: Newnan City Council may consider increasing the funding for Christmas decorations to \$50,000 for this holiday season.

Background: In 2019, the Christmas Commission with sponsorships from city businesses, trusts, and individuals installed new lights on the trees that line Greenville Street and Lagrange Street. This new light program has brought much happiness and pride to our downtown district during the last 2 years.

During the early hours of March 26, 2021, one hundred forty four of the light strands were damaged from the tornado winds. The commission decided the best way to repair the lights was to have them removed so the damaged lights could be counted and replaced. This would also allow time for the trees to “rest” during the growing season. The commission acknowledges that this specific task is expensive, however the commission feels it is necessary to fix the lights all together at one time. The contractor quote was \$30,000 plus \$2,378 to replace the 144 damaged light strands. The commission hopes some of this expense will be covered by FEMA funds and are gathering the data needed to apply for reimbursement.

The Christmas Commission would like to include other city neighborhoods in the holiday decorations this year. The commission feels it is extremely important this year to provide extra holiday cheer throughout the city and not just in the downtown area.

The commission is requesting \$18,000 to decorate 3 roundabouts within the city limits. The locations are as follows: MLK Blvd and East Newnan road; Lower Fayetteville Rd and East Broad Street; and Greison Trail and McIntosh Parkway. Newnan utilities has installed power at these locations and is very excited to help us spread the extra cheer during Christmas this year. The commission has received quotes that vary between 13,000 and 18,000 for this project.

Funding: \$50,000

Recommendation: Replace the damaged tree light strands in the downtown district and add additional decorations/lighting to the 3 city roundabouts.

Attachments:

Images of Roundabouts and suggested decorations for each location.

Roundabout on East Broad



3 Sizes of grapevine ornaments with white lights.

Roundabout on MLK and East Newnan Road



White lights on all 3 trees with additional bulb lights.

Roundabout on McIntosh Parkway and Greison Trail



20 Foot Cone Tree in center of trees



City of Newnan, Georgia - Mayor and Council

Date: Aug. 24, 2021

Agenda Item: Public Hearing - Request Demolition of 3 Sprayberry Rd.

Prepared by: Bill Stephenson, Chief Building Official

Purpose: Public Hearing - Request by owner to demolish structure that was built in 1960, (tax record attached). The property address is 3 Sprayberry Road and situated just east of the now vacant service station addressed as 227 Jackson Street, also being requested for demolition (separate agenda item). The proposed demolition is to clear the lot for a new convenience store with fueling station.

Background: None

Funding: No funding requirements

Ordinance Considerations:

- a. **Historical significance:** According to the Historical Resources Map of the City of Newnan 1993 Survey, the structure was surveyed and considered "non-historical," which is congruent with the Jaeger survey of 2001.

Ms. Emily Kimbell with the Coweta County Historical Society and Ms. Ayisat Idris--Hosch of the African American Alliance have been emailed this information and they have not indicated that the properties are historical in nature.

- b. **Effect of demolition:** the property has adequate clear space in order to be demolished without disturbing other structures. The lot is being cleared for other improvements.
- c. **Reasonable preservation of structure, value vs. cost:** the cost of renovating the structure will not exceed 50% of the assessed value. The purpose of the demolition is to clear the lot and construct a convenience store with fueling station.
- d. **The property rights of the owner.** The owner purchased the property in order to demolish the existing structure and construct a convenience store and fueling station on this property and the adjoining property.
- e. **Denying demolition hardship to owner.** The current owner is in the business of owning and operating convenience stores with fueling stations.

Previous Discussion with Council: None.

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

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

Aug. 24, 2021 at 6:30 pm (Always an evening meeting)
Public Hearing **Date and Time** of Meeting (A copy of this application will be forwarded to the Chief Building Official who will notify historical entities and prepare an agenda item for Council).
3. Post a sign on the subject property in a conspicuous location, the sign is to be no smaller than 6 square feet in area (2'x3'), and shall contain the following information:
 - a. Applicants name
 - b. Property owners name
 - c. Subject property address
 - d. The statement "A demolition permit has been applied for and a public hearing will be held at City Hall, 25 Lagrange St., Newnan, GA regarding this application on (*date and time of public hearing from #2 above*)."
4. Place an ad in the legal organ of Coweta County at least 2 times, the earliest of which shall not be published more than 15 days prior to the hearing, and containing the same information as the posted sign in #3 above. Notify the Chief Building Official at 678-673-5476 or email after the ad has been secured.
5. Give personal notice of application to demolish to all persons owning property within 250 feet of the subject property. Such notice can be hand delivered to the **property owners**, or by Certified or Registered Mail. This must be accomplished no later than 15 days prior to the public hearing date. The notice must contain the information shown in #3 above.
6. In deciding whether to grant or deny the demolition, removal or relocation permit, the Mayor and Council shall consider the following factors:
 - a. The historic, scenic or architectural significance of the structure;
 - b. The effect of the demolition, removal or relocation and subsequent use of the property, and whether such would result in substantial detriment to neighboring property owners or the public good;
 - c. Whether reasonable measures can be utilized to preserve the structures, taking into account the value of the structure and the cost to repair the structure;
 - d. The property rights of the applicant; and
 - e. Whether denying the permit application would create great practical difficulty or an unnecessary hardship on the applicant or property owner.
7. The decision of the City Council shall be final.
8. If Mayor and Council grant the request, the Chief Building Official will cause the permit(s) to be issued.

2 - Non-historic - survey 2001
- Demo for New Convenience store



qPublic.net™ Coweta County, GA

Summary

Parcel Number N38 0002 024
Location Address 3 SPRAYBERRY RD
Legal Description H/L 3 SPRAYBERRY RD
(Note: Not to be used on legal documents)
Class R3-Residential
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District NEWNAN 02 (District 02)
Millage Rate 27.483
Acres 0.4
Neighborhood UL-Newnan HS-Newnan City Secondary (223069)
Homestead Exemption Yes (LG)
Landlot/District N/A

[View Map](#)

Owner

FOLDS MARGARET MRS
 P O BOX 483
 NEWNAN, GA 30264

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	Res-Newnan City Secondary	Acres	17,375	125	139	0.4	1

Residential Improvement Information

Style 1 Family (Detached)
Heated Square Feet 1667
Interior Walls Sheetrock
Exterior Walls Masonry (Brick)
Foundation Crawl/Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1960
Roof Type Asphalt Shingle
Flooring Type Carpet
Heating Type Central Heat/AC
Number Of Rooms 0
Number Of Bedrooms 2
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 3
Value \$110,538
Condition Average
Fireplaces\Appliances Const 1 sty 1 Box 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite Imp: 3 Avg	2017	0x0 / 1	1	\$5,000
Storage Bldg (1 story)	2004	17x10 / 0	0	\$828
Porch (open)	2004	5x6 / 0	0	\$183

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
	00		\$0	UNKNOWN STATUS		FOLDS MARGARET MRS

Valuation

	2021	2020	2019	2018	2017
Previous Value	\$150,549	\$108,585	\$108,585	\$108,585	\$108,585
Land Value	\$34,000	\$34,000	\$27,301	\$27,301	\$27,301
+ Improvement Value	\$110,538	\$110,538	\$80,325	\$80,325	\$80,325
+ Accessory Value	\$6,011	\$6,011	\$959	\$959	\$959
= Current Value	\$150,549	\$150,549	\$108,585	\$108,585	\$108,585

Assessment Notices 2019

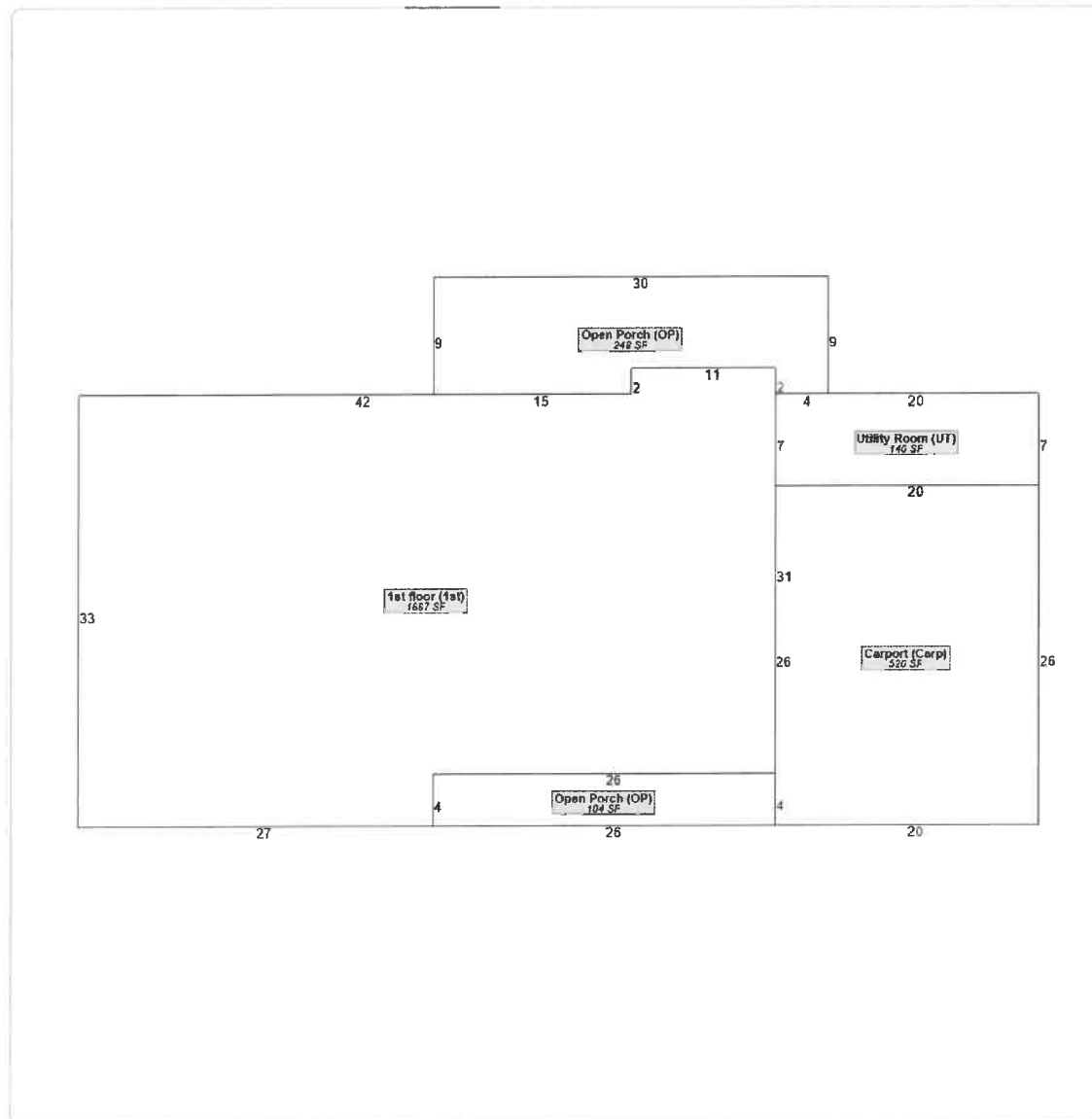
35359 (PDF)

Assessment Notices

2020 (PDF)

[2021 Assessment Notice \(PDF\)](#)

Sketches



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

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

Last Data Upload: 7/30/2021. 1:00:47 AM

Developed by
 **Schneider**
GEOSPATIAL



3 SPRAYBERRY ROAD



Overview



Legend

- Parcels
- Roads

Parcel ID N38 0002 024
Class Code Residential
Taxing District NEWNAN 02
Acres 0.4

Owner FOLDS MARGARET MKS
P O BOX 483
NEWNAN, GA 30264
Physical Address 3 SPRAYBERRY RD
Assessed Value Value \$150549

Last 2 Sales			
Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

(Note: Not to be used on legal documents)

Date created: 8/9/2021
Last Data Uploaded: 8/9/2021 12:58:35 AM

Developed by Schneider
GEOSPATIAL

3 Sprayberry Rd.



City of Newnan, Georgia - Mayor and Council

Date: Aug. 24, 2021

Agenda Item: Public Hearing - Request Demolition of 227 Jackson St.

Prepared by: Bill Stephenson, Chief Building Official

Purpose: Public Hearing - Request by owner to demolish structure that was built in 1966, (tax record attached). The property address is 227 Jackson Street and situated just west of 3 Sprayberry Road, also being requested for demolition (separate agenda item). The proposed demolition is to clear the lot for a new convenience store with fueling station.

Background: None

Funding: No funding requirements

Ordinance Considerations:

- a. **Historical significance:** According to the Historical Resources Map of the City of Newnan 1993 Survey, the structure was surveyed and considered "non-historical," which is congruent with the Jaeger survey of 2001.

Ms. Emily Kimbell with the Coweta County Historical Society and Ms. Ayisat Idris--Hosch of the African American Alliance have been emailed this information and they have not indicated that the properties are historical in nature.

- b. **Effect of demolition:** the property has adequate clear space in order to be demolished without disturbing other structures. The lot is being cleared for other improvements.
- c. **Reasonable preservation of structure, value vs. cost:** the cost of renovating the structure will not exceed 50% of the assessed value. The purpose of the demolition is to clear the lot and construct a convenience store with fueling station.
- d. **The property rights of the owner.** The owner purchased the property in order to demolish the existing structure and construct a convenience store and fueling station on this property and the adjoining property.
- e. **Denying demolition hardship to owner.** The current owner is in the business of owning and operating convenience stores with fueling stations.

Previous Discussion with Council: None.

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

1. Is subject property in any Historical Boundaries as designated by the City of Newnan?
(Historic maps can be found on the City of Newnan web site or through Planning and Zoning).

☐ Yes – Public hearing must be held no earlier than **60 days** after posting the property.

☒ No – Public hearing must be held no earlier than **30 days** after posting the property.

2. Obtain the date of the Council Meetings from our web site or the Building Department that assures the above time frame can be met and in which you can be present. Place that information in the line below. This date and time are to be used on your posted sign and legal ad.

Aug. 24, 2021 at 6:30 pm

(Always an evening meeting)

Public Hearing **Date and Time** of Meeting (A copy of this application will be forwarded to the Chief Building Official who will notify historical entities and prepare an agenda item for Council).

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

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Coweta County, GA

Summary

Parcel Number N38 0002 023
 Location Address 227 JACKSON ST
 Legal Description LL 57 5TH LD FILLING STA
 (Note: Not to be used on legal documents)
 Class C3-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District NEWNAN 02 (District 02)
 Millage Rate 27.483
 Acres 0.44
 Neighborhood Comm/Ind Newnan (G10000)
 Homestead Exemption No (S0)
 Landlot/District N/A

[View Map](#)

Owner

[PARKER SCOTT T](#)
 60 PINE MEADOW DR
 NEWNAN, GA 30263

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Jefferson Memorial	Front Feet	19,375	155	125	0.44	1

Commercial Improvement Information

Description Garage-Service Repair-Avg
 Value \$88,054
 Actual Year Built 1966
 Effective Year Built 1996
 Square Feet 1537
 Wall Height 14
 Wall Frames
 Exterior Wall
 Roof Cover
 Interior Walls
 Floor Construction
 Floor Finish
 Ceiling Finish
 Lighting
 Heating
 Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Comm-Paving-Asphalt	1966	1x0 / 5000	1	\$2,000
Comm-Paving-Concrete	1966	1x0 / 750	1	\$525

Permits

Permit Date	Permit Number	Type	Description
02/01/2018	00000048	ROOF	GENERAL PERMIT - REROOFING

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/28/1994	903 498		\$80,000	UNQUALIFIED IMPROVED		PARKER SCOTT T
5/31/1988	04730481		\$145,000	UNKNOWN STATUS		PARKER THOMAS W

Valuation

	2021	2020	2019	2018	2017
Previous Value	\$175,054	\$178,842	\$178,842	\$178,842	\$178,842
Land Value	\$84,475	\$84,475	\$84,475	\$84,475	\$84,475
+ Improvement Value	\$88,054	\$88,054	\$88,054	\$88,054	\$88,054
+ Accessory Value	\$2,525	\$2,525	\$6,313	\$6,313	\$6,313
= Current Value	\$175,054	\$175,054	\$178,842	\$178,842	\$178,842

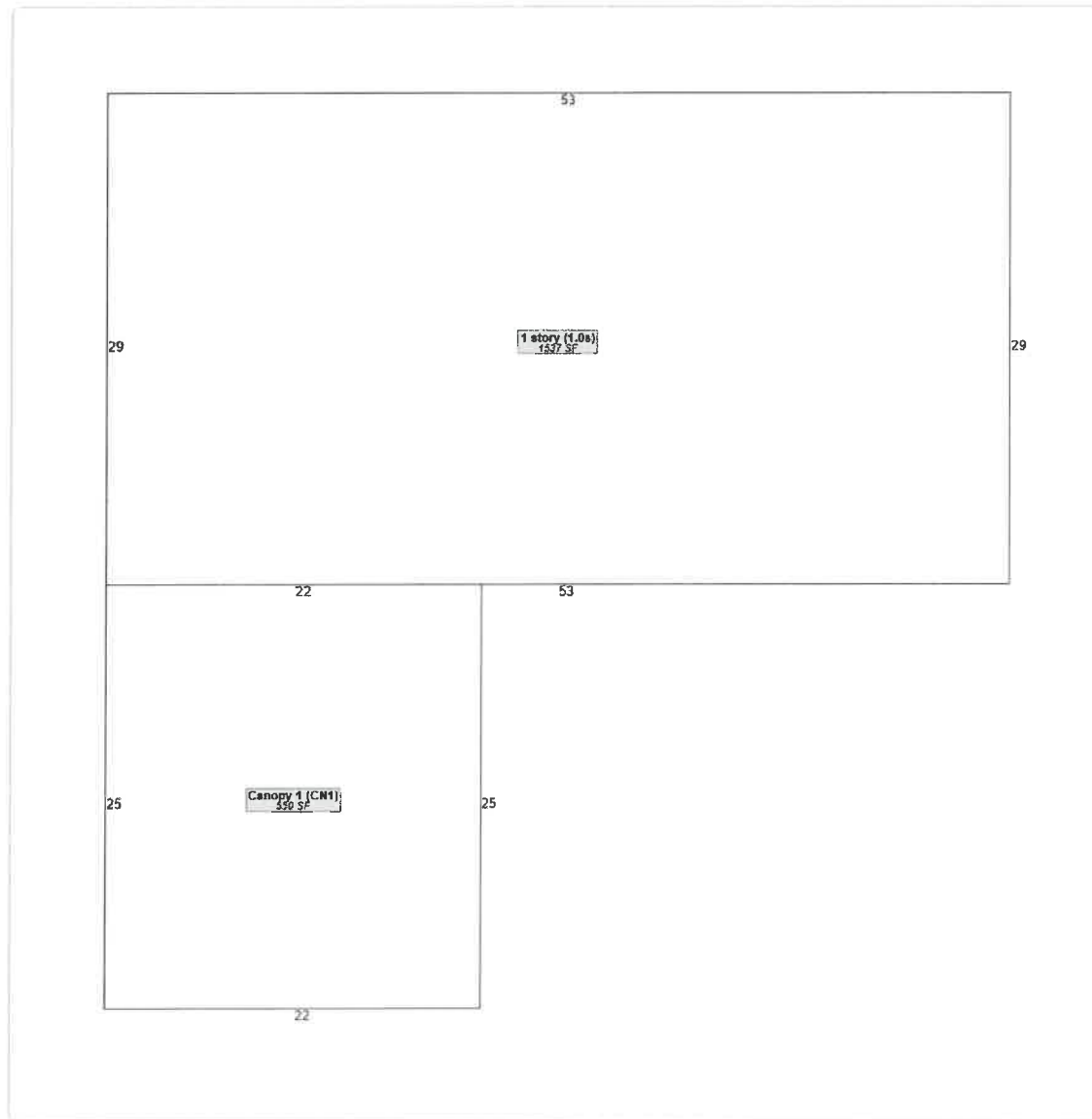
Assessment Notices 2019

3535B (PDF)

Assessment Notices

2020 (PDF)

2021 Assessment Notice (PDF)

Sketches

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

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

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Schneider
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Version 23.136



227 JACKSON STREET



Overview



Legend

-  Parcels
-  Roads

Parcel ID N38 0002 023
Class Code Commercial
Taxing District NEWNAN 02
Acres 0.44

Owner PARKER SCOTT T
 60 PINE MEADOW DR
 NEWNAN, GA 30263
Physical Address 227 JACKSON ST
Assessed Value Value \$175054

Last 2 Sales

Date	Price	Reason	Qual
12/28/1994	\$80000	04	U
5/31/1988	\$145000	09	U

(Note: Not to be used on legal documents)

Date created: 8/9/2021
 Last Data Uploaded: 8/9/2021 12:58:35 AM

Developed by  **Schneider**
 GEOSPATIAL

227 Jackson St.

**AN ORDINANCE TO AMEND ARTICLE I, IN GENERAL,
OF CHAPTER 3 ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES
OF THE CITY OF NEWNAN, GEORGIA BY ADDING PROVISIONS PROVIDING FOR
THE PACKAGE SALE OF DISTILLED SPIRITS; AND FOR OTHER PURPOSES**

WHEREAS, the Mayor and City Council on June 15, 2021, adopted a resolution calling for a special election referendum for consideration by the City's electors authorizing the City of Newnan, Georgia to issue licenses for the package sale of distilled spirits within the City limits; and

WHEREAS, pursuant to the vote of the electors of the City authorizing the sale of distilled spirits by the package and in accordance with a plan designed for the purposes, among others, of promoting the health, safety and general welfare of the citizens of the City, the Mayor and City Council have considered an ordinance which is intended:

(1) To establish reasonable standards for the regulation and control of the licensing and sale of distilled spirits by the package; and

(2) To protect and preserve schools, churches, and similar places of public assembly; and

(3) To preserve residential areas regarding, among other things, the character of the areas, their particular suitability for particular uses and the congestion in the surrounding roads and streets, with a general view of promoting desirable living conditions, and sustaining the stability of neighborhood and property values.

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NEWNAN AS FOLLOWS:

Section 1: Article I, In General, of Chapter 3 Alcoholic Beverages of the City's Code of Ordinances is hereby amended by deleting and reserving Section 3-3, Sale of Package Distilled Spirits Prohibited.

Section 2: Article I, In General, of Chapter 3 Alcoholic Beverages of the City's Code of Ordinances is hereby amended by adding a new Sec. 3-68 License issuance for distilled spirits package sales-Retail dealer building and inventory requirements, a new Sec. 3-69 Maximum number of distilled spirits retail licenses permitted, and a new Sec. 3-70 Time for sales distilled spirits package sales to read as follows:

Sec. 3-68. License issuance for distilled spirits package sales – Retail dealer building and inventory requirements

(a) General regulatory and licensing procedures of distilled spirits package sales shall conform to Article I, Article II, and Article V of Chapter 3 Alcoholic Beverages of the City's Code of Ordinances.

(b) No retail dealer license for the sale of distilled spirits shall be issued to any applicant whose building where the business will be conducted (a) is not "free standing"

(i.e., is part of a larger building or structure) and (b) does not include a showroom with a minimum of 5,000 square feet and an additional storage area of at least 500 square feet. For distilled spirits retail dealers desiring to sell malt beverages and wine in addition to distilled spirits, at least an additional 500 square feet of showroom, and at least an additional 500 square feet of storage area is required over and above the minimum square feet for the establishment set forth above. For the purposes of this ordinance, cooler space shall be considered storage area and spaces such as offices, mechanical rooms, janitorial rooms, breakrooms and bathrooms shall not count towards the minimum square footage requirements. In addition to the minimum square footage, retail dealers for the sale of distilled spirits shall maintain a minimum inventory of at least \$750,000.00 in distilled spirits available for sale. Retail dealers selling malt beverages and wine in addition to distilled spirits shall maintain a minimum of \$35,000.00 inventory in malt beverages and wine.

(c) No retail license for the sale of distilled spirits by the package shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the city council, located under the planning and zoning ordinance of the city in a CGN, CCS, or PDC zoning district subject to the specific limitations of the respective districts.

(d) No premises shall be licensed for the sale of distilled spirits by the package without complying with the distance requirements as set forth below:

1. which is located within 1,500 feet of any other business licensed to sell distilled spirits by the package.
2. which is located within 300 feet of any church building, alcoholic treatment center as defined by OCGA 3-3-21(a)(1)(c), or a housing authority property as defined in OCGA 3-3-2(e)(1) and (2).
3. which is located within 600 feet of any school building, educational building, school grounds, or college campus.
4. which is located within 300 feet of a residential zoned single-family dwelling unit.
5. All measurements shall be measured by the most direct route of travel on the ground, from front door to front door.

(e) No person, group, or entity with similar members, including family members, shall have an interest in more than one license for the package sale of distilled spirits issued by the city.

(f) It shall be unlawful for any person to open or consume any alcoholic beverages on premises licensed for the sale of distilled spirits by the package.

(g) It shall be unlawful for any person to sell or offer for sale distilled spirits by the package within the city by means of drive-through sale. For purposes of the section, the term “drive-through sale” means the sale of distilled spirits by the package by any means that allows the customer to remain in their motor vehicles.

(h) Each application for a package distilled spirits license shall be accompanied by a non-refundable application fee in the amount of \$500.00.

(i) The license fee for a retail sales of distilled spirits package license shall be \$5000.00 annually. To add a retail sales of package malt beverage license the fee shall be an additional \$500.00 annually; and to add a retail sales of package wine license the fee shall be an additional \$500.00 annually.

(j) There is imposed by the city an excise tax on the first sale or use of distilled spirits in the city at the rate of \$0.22 per liter and a proportionate tax at the same rate on all fractional parts of a liter.

Sec. 3-69 Maximum number of distilled spirits retail licenses permitted.

(a) Subject to subsection (b)-(e) below, the city will not accept any applications for the retail sale of distilled spirits by the package, and no licenses for the retail sale of distilled spirits by the package shall be issued over the number of three (3).

(b) If at any time and for whatever reason, the number of active licenses for the retail sale of distilled spirits by the package falls below three, then the city shall accept applications for and issue such additional licenses for the retail sale of distilled spirits by the package so as to bring the total number of active licenses for the retail sale of distilled spirits by the package to three.

(c) The provisions of subsection (b) notwithstanding, one (1) additional license may be issued once the population of the city exceeds 50,000. In this regard, additional licenses may be issued in the future for each 12,500 person increase in population over 50,000. In determining population, the city shall utilize the most recent population figures published by the Atlanta Regional Commission. In the absence of such figures, the city shall utilize the U.S. Census of 2020 or any future decennial census.

(d) If the total number of permitted licenses has increased pursuant to subsection (c) above, and if at any time and for whatever reason thereafter, the number of active licenses for the retail sale of distilled spirits by the package falls below the number then permitted, then the city shall accept applications for and issue such additional licenses for the retail sale of distilled spirits by the package so as to bring the total number of active licenses for the retail sale of distilled spirits by the package to the total number then permitted.

(e) If the city receives more applications than allotted licenses to be issued under this section which applications comply with the standards for the issuance of licenses for the sale of package distilled spirits set forth in this Chapter, then the selection of the successful application(s) shall be conducted by a lottery system overseen by an independent third party firm. The applications drawn from the lottery system shall then be presented to the city council for action on the approval of the initial licenses to be issued under this Chapter.

(f) Applications for the initial issuance of licensees will not be accepted until the effective date of this ordinance. Acceptance of applications for the initial licenses,

or any future allocation of licenses, will remain open for a period of sixty (60) days before review and consideration of such applications in accordance with subsection (e) above.

Sec. 3-70. Time for sales distilled spirits package sales.

- (a) It shall be unlawful for any distilled spirits package dealer in the city to sell distilled spirits except between the hours of 7:00 a.m. and 2:00 a.m. Monday through Saturday morning, and except between the hours of 7:00 a.m., Saturday morning through 12:00 midnight Saturday night.

Section 3. Repealer. All ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Constitutionality. Should any phrase, clause, sentence of this Ordinance be deemed unconstitutional by a Court of competent jurisdiction, such determination shall not affect the remaining provisions of this Ordinance which provisions shall remain in full force and effect.

Section 5. Adoption of this Ordinance does not create any additional right or benefit, substantive or procedural, enforceable in law or in equity by any party against the City of Newnan, its departments, agencies, officials, employees, agents or other person or entity.

Section 6. Effective Date/Termination Date. This Ordinance shall be effective immediately upon certification of the November 2, 2021 election results by the Coweta County Election Superintendent.

DONE, RATIFIED, AND PASSED, by the City Council of the City of Newnan, Georgia, 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

DONE, RATIFIED AND PASSED in regular session, on second reading this the _____ 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



City of Newnan, Georgia - Mayor and Council

Date: August 24, 2021

Agenda Item: Request for transmittal of the 2021 update to the Capital Improvements Element (CIE), which includes the Short-Term Work Program (STWP), to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA)

Prepared and Presented by: Chris Cole, Planner

Purpose: To request official transmittal of the 2021 update to the CIE, including the STWP, to the Three Rivers RC and the Georgia DCA.

Background: The Georgia Development Impact Fee Act (GDIFA) was enacted into law in 1990. It sets rules for local governments that wish to charge new development for a portion of the additional capital facilities needed to serve it. Under GDIFA, local governments may impose exactions on developers to help finance the expansion of their infrastructure systems only through an impact fee system and only for the specific types of facilities and infrastructure listed in the law.

All local governments that utilize an impact fee system under the GDIFA must include CIEs in their comprehensive plans and update the CIE portion of their plan annually. The STWP is included as a part of the CIE.

Per the minimum standards of the planning process, all local governments must hold a minimum of one public hearing prior to the transmittal of each CIE update. The City has previously held the public hearing and staff is now requesting official transmittal of the document to the RC and DCA for review and comments. Formal adoption of the update by this body will be requested once approval is gained by both institutions.

Options:

- A. Adopt the resolution approving transmittal of the 2021 update to the CIE, which includes the STWP.

Funding: N/A

Recommendation: Option A

Attachments: Transmittal resolution

Previous Discussions with Council: July 20, 2021

**A RESOLUTION AUTHORIZING THE TRANSMITTAL OF THE CITY OF
NEWNAN’S 2021 UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT,
INCLUDING THE SHORT-TERM WORK PROGRAM, TO THE THREE RIVERS
REGIONAL COMMISSION**

CITY OF NEWNAN, GEORGIA

WHEREAS, the City of Newnan has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on July 20, 2021 at City Hall.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and Council of the City of Newnan does hereby submit the annual update of the Capital Improvements Element and Short-Term Work Program covering the one-year period 2021-2022 to the Three Rivers Regional Commission for Regional Review, as per the requirements of the Georgia Planning Act of 1989.

This Resolution is adopted this _____ day of _____, 2021.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Rhodes H. Shell, Mayor Pro Tem

REVIEWED:

George M. Alexander, Councilmember

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

The seal of the City of Newnan, Georgia, is a large, circular emblem in the background. It features a central shield with a landscape scene, surrounded by a wreath. The outer ring of the seal contains the text "THE CITY OF NEWNAN, GEORGIA" at the top and "City of Homes" at the bottom, with the years "18" and "28" on either side of the bottom text.

Comprehensive Plan

2016-2036

Capital Improvements Element
with Short-Term Work Program
2021 Update

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City of Newnan | Annual STWP-CIE

2021 Update

I. Introduction

The Georgia Development Impact Fee Act (GDIFA) requires all jurisdictions that levy impact fees to include a Capital Improvements Element (CIE) within the Community Agenda portion of their comprehensive plan. Furthermore, GDIFA requires those jurisdictions that prepare a CIE for their comprehensive plan to update it annually. An annual CIE update includes three components:

1. An annual update to the Short-Term Work Program (STWP) that covers a five-year period, which includes the current year plus the next four years.
2. An annual report on impact fee finances.
3. An updated list of all CIE projects that receive funding from impact fees, which covers the same five-year period as the STWP.

City of Newnan | Annual STWP-CIE

2021 Update

II. Short-Term Work Program (STWP) Updates and Long-Term and Ongoing Activities

Whether or not a jurisdiction is required to have a CIE in their comprehensive plan they must have a STWP, as required by the Georgia Planning Act. This is necessary to maintain Qualified Local Government (QLG) status. The STWP is a key implementation tool, which reflects those activities and strategies the local government has chosen to undertake in the current five-year period (2021-2025). The City of Newnan has chosen to also provide a long-term and ongoing activities table for reference.

IMPROVEMENTS STWP ADDENDUM						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Rehabilitate and/or Reconstruction of substandard and dilapidated housing units within Chalk Level area	2021	2023	\$500,000	None	CDBG, CHIP, NSP, local homeowner funds	Planning & Zoning
Develop LINC trail system (Phases 1-4)	2017	2022	\$10,035,800	\$6,000,000 (spent \$3,146,901 already)	SPLOST 13, Impact Fees, General Fund	City Manager
Improvements to Lower Fayetteville Road (PE Phase I Scoping)	2019	2021	\$625,000	\$0	Federal Share is \$500,000, Match Amount is \$125,000 (SPLOST 13)	Engineering
Wadsworth Auditorium Parking Lot	2021	2022	\$2,000,000	\$0	Tourism Fund, General Fund	Leisure Services
Farmer Street Cemetery	2021	2022	TBD	\$0	General Fund	Farmer Street Cemetery Commission
Renovations of CJ Smith Park	2019	2021	\$4,500,000	\$0	SPLOST 19	City Manager
Renovations of Pickett Field	2019	2021	\$2,000,000	\$0	SPLOST 19	City Manager
Construction of Pickleball Facility	2019	2021	\$2,000,000	\$0	General Fund	City Manager
Improvements to Fire Training Facility	2021	2023	\$3,500,000	\$0	SPLOST 19	Fire
Jackson/Jefferson/Clark/Bullsboro segment traffic study	2015	2021	\$75,000	\$0	LCI, SPLOST 13, Match Amount is \$18,750	Engineering

City of Newnan | Annual STWP-CIE

2021 Update

Jackson Street (North) from Elm Street to Clark Street	2018	2022	\$355,350	\$0	TBD, City, Match Amount is \$71,070	Engineering
E. Washington Street from Farmer Street to Perry Street	2019	2022	\$1,234,170	\$0	LCI, City, Match Amount is \$246,834	City
Andrew Street Extension from Augusta Drive to East Washington Street	2021	2024	\$2,340,000	\$0	SPLOST	Engineering
Intelligent traffic operations	2016	2021	\$200,000	\$0	SPLOST 13	Engineering
Obtain light duty response truck	2018	2021	\$240,000	\$240,000	Impact Fees	Fire
Acquire a heavy-duty vehicle for fire department	2024	2024	\$560,000	\$560,000	Impact Fees	Fire
Develop a Disaster Recovery Plan	2021	2022	\$75,000	\$0	City	City Manager
Obtain National Register District designation for Chalk Level Neighborhood	2013	2022	\$2,000	\$0	NURA	NURA, Planning & Zoning
Continue Neighborhood Stabilization Program (NSP III)	2011	2022	\$100,000	\$0	Neighborhood Stabilization Program Grant	Planning & Zoning, Housing Authority
Continue Neighborhood Stabilization Program (NSP I)	2013	2022	\$100,000	\$0	NSP Revenue, NSP Grant	Planning & Zoning, Housing Authority, Habitat for Humanity
Sidewalks along Greison Trail	2014	2022	\$800,000	\$0	SPLOST 19	Engineering
Sidewalks along Sprayberry Road	2014	2022	\$278,000	\$0	SPLOST 19, Transportation Alternative Program (TAP)	Engineering
Sidewalks along Jackson Street	2020	2022	\$2,240,000	\$0	SPLOST 19, Transportation Alternative Program (TAP)	Engineering
Replacement of culvert systems	2022	2024	\$500,000	\$0	CDBG, SPLOST 19	Public Works
Greenville Street at Sewell Road Intersection Improvements	2021	2024	\$1,300,000	\$1,300,000	Impact Fees	Engineering
Newnan Crossing Boulevard Widening and Operational Improvements	2021	2027	\$11,890,000	\$0	SPLOST/TBD	Engineering
Jefferson Street at Sprayberry Road Roundabout	2021	2024	\$2,340,000	\$0	SPLOST	Engineering
Bullsboro Drive Widening and Operational Improvements	2021	2027	\$18,120,000	\$0	SPLOST/TBD	Engineering
Greenville Street at Spence Avenue Intersection Improvements	2021	2024	\$1,840,000	\$0	SPLOST	Engineering

City of Newnan | Annual STWP-CIE

2021 Update

Clark Street Operational and Pedestrian Improvements	2021	2023	\$1,290,000	\$0	SPLOST	Engineering
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Source: City of Newnan

Note: Building, Planning & Zoning, Public Works, Beautification, Information Technology, Police, Fire, Engineering, Business Development refer to those respective departments of the City of Newnan. County refers to Coweta County. Acronyms used refer to: RC- Three Rivers Regional Commission, ARC- Atlanta Regional Commission, GRTA- Georgia Regional Transportation Authority, NURA- Newnan Urban Redevelopment Agency, NCAC – Newnan Cultural Arts Commission. Other groups referenced, like the Historical Society, represent those organizations servicing either Newnan or Coweta County as a whole.

IMPROVEMENTS | STWP ADDENDUM LONG-TERM, INDEFINITE, AND CONTINUOUS ACTIVITIES*

Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Develop LINC trail system (remaining phases)	2026	2030	\$27,847,026.90	\$3,000,000	Impact Fees, City, County	City Manager
Improvements to Lower Fayetteville Road	2017	2028	\$67,560,000	\$5,000,000	Impact Fees, City, FHWA	Engineering
Maintain/Resurface Streets	Annual	Continuous	\$1,000,000 annually	\$0	General Fund, SPLOST, LMIG	Engineering, Public Works
Acquire a heavy-duty vehicle for fire department	2026	2026	\$750,000	\$750,000	Impact Fees	Fire
Acquire a heavy-duty vehicle for fire department	2030	2030	\$750,000	\$750,000	Impact Fees	Fire
Acquire a heavy-duty vehicle for fire department	2035	2035	\$750,000	\$750,000	Impact Fees	Fire
Acquire a heavy-duty vehicle for fire department	2040	2040	\$750,000	\$750,000	Impact Fees	Fire
Network Servers, Storage, and Switches	2026	2026	\$250,000	\$0	TBD	Information Technology
City Fiber Ring	2030	2032	\$500,000	\$0	TBD	Information Technology

Source: City of Newnan

Note: Beautification, Fire, Engineering refer to those respective departments of the City of Newnan.

*Long-Term means any activity that is to begin in or more than five years (2026) from the current year (2021). All activities that have an indefinite or continuous end date, but a known start date prior to 2026, are included here to have the STWP represent only activities with known start end dates. Also, it is conceivable that many of the activities with unknown end dates are or may become permanently ongoing activities.

City of Newnan | Annual STWP-CIE

2021 Update

III. Impact Fee Financial Report Updates

The purpose of annually reporting on the financial state of impact fees is to provide an overview of impact fees collected and spent by category of public facility and service area. As seen below, there is a report for 2020, which is the last completed year.

ANNUAL FINANCIAL REPORT FOR 2020					
Public Facility Type	Parks and Recreation	Fire Services	Police Protection	Roads, Streets, and Bridges	Total
Service Area	City of Newnan	City of Newnan	City of Newnan	City of Newnan	
Beginning Impact Fee Fund Balance	\$621,886	\$252,883	\$2	\$231,705	\$1,106,476
Impact Fees Collected	\$147,290	\$79,320	\$0	\$143,357	\$369,967
Accrued Interest	\$2,004	\$822	\$0	\$813	\$3,639
Project Expenditures	(\$309)	(\$2,236)	(\$0)	(\$48,330)	(\$50,875)
Impact Fee Other Financing Activities	\$0.00	\$180,000	\$0.00	\$0.00	\$180,000
Ending Impact Fee Fund Balance	\$770,871	\$510,789	\$2	\$327,545	\$1,609,207
Impact Fees Encumbered	\$0	\$0	\$0	\$0	\$0

Source: City of Newnan Finance Department – Fund 375 Impact Fees

Administrative Fees

Three percent of each impact fee is added to the final amount as an administrative fee. This portion of the impact fee pays for banking fees to maintain the impact fee account and helps fund the salaries of the administrator who collects the impact fees and other staff members of the Planning and Zoning Department who update the CIE, prepare financial reports, and other related activities. For 2020, the only costs associated with implementation were banking fees and the salaries of those various employees. The amount collected in administrative fees was \$11,099.

City of Newnan | Annual STWP-CIE

2021 Update

IV. Capital Improvements Element (CIE) Project Updates

A capital improvement is an improvement that increases the service capacity of a public facility and has a useful life of ten or more years due to new construction or some other action. The CIE projects tables below show all planned capital improvements with expected completion dates within the current five-year period.

Capital Improvements Projects: Parks and Recreation

Newnan	Capital Improvements Projects - 2021						
Public Facility	Parks and Recreation						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Develop LINC trail system (Phases 1-4)	2017	2022	\$10,035,800	\$6,000,000 (spent \$3,146,901 already)	SPLOST 13, Impact Fees, General Fund	City Manager	Under Construction

Source: City of Newnan Planning and Zoning Department

Capital Improvements Projects: Fire Services

Newnan	Capital Improvements Projects - 2021						
Public Facility	Fire Services						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Obtain light duty response truck	2018	2021	\$240,000	\$240,000	Impact Fees	Fire	Planning
Acquire a heavy-duty vehicle for fire department	2024	2024	\$560,000	\$560,000	Impact Fees	Fire	Planning

Source: City of Newnan Planning and Zoning Department

City of Newnan | Annual STWP-CIE

2021 Update

Capital Improvements Projects: Roads, Streets, and Bridges

Newnan	Capital Improvements Projects - 2021						
Public Facility	Roads, Streets, and Bridges						
Service Area	City Limits						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Andrew Street Extension from Augusta Drive to East Washington Street	2021	2024	\$2,340,000	\$0	SPLOST	Engineering	Planning
Greenville Street at Sewell Road Intersection Improvements	2021	2024	\$1,300,000	\$1,300,000	Impact Fees	Engineering	Planning
Newnan Crossing Boulevard Widening and Operational Improvements	2021	2027	\$11,890,000	\$0	SPLOST/TBD	Engineering	Planning
Jefferson Street at Sprayberry Road Roundabout	2021	2024	\$2,340,000	\$0	SPLOST	Engineering	Planning
Bullsboro Drive Widening and Operational Improvements	2021	2027	\$18,120,000	\$0	SPLOST/TBD	Engineering	Planning
Greenville Street at Spence Avenue Intersection Improvements	2021	2024	\$1,840,000	\$0	SPLOST	Engineering	Planning
Clark Street Operational and Pedestrian Improvements	2021	2023	\$1,290,000	\$0	SPLOST	Engineering	Planning

Source: City of Newnan Planning and Zoning Department

City of Newnan | Annual STWP-CIE

2021 Update

V. Wastewater Collection and Treatment Updates

As with the Comprehensive Plan, wastewater collection and treatment is being reported separately from the other public facilities. This is due to the fact that Newnan Utilities, the City's appointed authority for administering public utilities, provides service for this specific category. The other public facilities included in this update are direct operations of the City. Newnan Utilities provides all the information for wastewater collection and treatment concerning the Comprehensive Plan and CIE updates. They also levy and collect the impact fees for wastewater collection and treatment.

Similar to previous public facilities, those items for wastewater collection and treatment that have completion dates beyond 2025 are not shown in the CIE and STWP.

ANNUAL FINANCIAL REPORT FOR 2020	
Public Facility Type	Wastewater Collection and Treatment
Service Area	City of Newnan
Beginning Impact Fee Fund Balance	\$3,506,155.59
Impact Fees Collected	\$958,102.27
Accrued Interest	\$0
Project Expenditures	\$367,530.00
Administrative Costs	\$28,743.07
Impact Fee Refunds	\$0
Ending Impact Fee Fund Balance	\$4,067,984.79
Impact Fees Encumbered	\$0

Source: Newnan Utilities

City of Newnan | Annual STWP-CIE

2021 Update

IMPROVEMENTS STWP ADDENDUM						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Expansion of Mineral Springs WPCP, Wahoo Creek; WRF	2020	2024	\$3,000,000	\$3,000,000	Impact Fees (100%)	Newnan Utilities
Collection System Improvements	2020	2024	\$2,000,000	\$2,000,000	Impact Fees (100%)	Newnan Utilities

IMPROVEMENTS-STWP ADDENDUM LONG-TERM, INDEFINITE, AND CONTINUOUS ACTIVITIES*						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Phase I – Expansion of Mineral Springs WPCP & Wahoo Creek; Conversion to WRF	Indefinite	Indefinite	\$40,513,200	\$40,513,200	Impact Fees (100%), Other Sources	Newnan Utilities
Phase II – Construction of Land Application System	Indefinite	Indefinite	\$14,130,300	\$14,130,300	Impact Fees (100%), Other Sources	Newnan Utilities
Collection System Construction	Indefinite	Indefinite	\$21,532,400	\$21,532,400	Impact Fees (100%), Other Sources	Newnan Utilities

Source: Newnan Utilities and Wiedeman and Singleton, Inc.

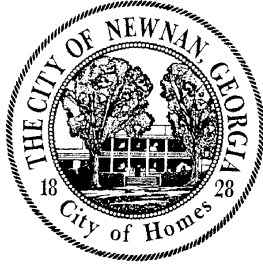
*Long-Term means any activity that is to end more than five years (2026) from the current year (2021). It is conceivable that many of the activities with unknown end dates are or may become permanently ongoing activities. In addition, the figures are not exact totals for the projects they represent. They are estimates as used in the "Calculation of Impact Fee in 2005" table.

City of Newnan | Annual STWP-CIE

2021 Update

Wastewater Collection and Treatment CIE

Newnan	Capital Improvements Projects - 2020				
Public Facility	Wastewater Collection and Treatment				
Service Area	City Limits				
Project Description	Project Start Date	Project End Date	Estimated Cost of Project*	Funding Sources	Status
Belt Press Upgrade at Wahoo Creek	2019	2022	\$1,000,000	Impact Fees (100%)	Construction
Bar Screen Upgrade at Wahoo	2019	2020	\$500,000	Impact Fees (100%)	Construction
Mineral Springs Expansion to 1.2 MGD	2016	2020	\$4,500,000	Impact Fees (100%)	Construction
Collection System Improvements	2020	2024	\$500,000	Impact Fees (100%)	Planning



City of Newnan, Georgia - Mayor and Council

Date: August 24, 2021

Agenda Item: Request for transmittal of the Comprehensive Plan 2021-2041 to the Three Rivers Regional Commission

Prepared and Presented by: Chris Cole, Planner

Purpose: To request official transmittal of the Comprehensive Plan 2021-2041 to the Three Rivers Regional Commission

Background: Per the minimum standards of the planning process, all local governments must hold two public hearings during the Comprehensive Plan process. The first public hearing was held on February 9, 2021. The second public hearing was held on July 20, 2021.

At this time, the Comprehensive Plan 2021-2041 is ready to be transmitted to the Regional Commission with a cover letter signed by the Mayor of Newnan. The anticipated adoption date by Mayor and Council is October 26, 2021. The adoption due date is October 31, 2021.

The draft Comprehensive Plan 2021-2041 can be found at:

<https://www.dropbox.com/s/ugcicjj1o071m65/Draft%20City%20of%20Newnan%20Comprehensive%20Plan%202021-2041.pdf?dl=0>

Options:

A. Adopt resolution approving transmittal of the Comprehensive Plan 2021-2041

Funding: N/A

Recommendation: Option A

Attachments: None

Previous Discussions with Council: February 9, 2021
July 20, 2021
August 4, 2021

**A RESOLUTION AUTHORIZING THE TRANSMITTAL OF THE CITY OF
NEWNAN'S COMPREHENSIVE PLAN 2021-2041 TO THE THREE RIVERS
REGIONAL COMMISSION**

CITY OF NEWNAN, GEORGIA

WHEREAS, the City of Newnan has completed the Comprehensive Plan 2021-2041; and

WHEREAS, the Comprehensive Plan 2021-2041 was prepared according to the Standards and Procedures for Local Comprehensive Planning effective October 1, 2018 and established by the Georgia Planning Act of 1989, and the required public hearings were held on February 9 and July 20 of 2021;

NOW THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and Council of the City of Newnan does hereby transmit the Comprehensive Plan 2021-2041 to the Three Rivers Regional Commission for official review.

This Resolution is adopted this _____ day of _____, 2021.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Rhodes H. Shell, Mayor Pro Tem

REVIEWED:

George M. Alexander, Councilmember

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



City of Newnan, Georgia - Mayor and Council

Date: August 24, 2021

Agenda Item: Public Hearing – Zoning Regulations Text Amendments to Articles 7, 8, 9 and 10 and Subdivision Regulations Multiple Sections

Prepared By: Dean Smith, Planning and Zoning Department

Purpose: Continuation of the public hearing held on June 15, 2021 regarding proposed text amendments to Articles 7, 8, 9 and 10 of the City of Newnan's Zoning Regulations and sections of the Subdivision Regulations.

Background: Beginning at the Council Public Hearing held in March 2021, staff has presented several text amendments of zoning regulations to City Council.

During the June 15th, 2021, Council meeting, members of Council expressed concern regarding two issues in the proposed text amendments. Namely, the proposal to increase the minimum number of parking spaces for restaurants and the proposal to reduce the separation distance for digital monument signs.

Parking: The City currently has a maximum on the number of parking spaces. Acting upon the concerns of Council, staff contacted multiple municipalities in the State of Georgia seeking information on the question of how Georgia cities and counties were handling parking space calculations, minimizing the area of parking surface, and changes in parking calculation methodologies in the wake of the Coronavirus pandemic. Results received thus far were few and out of those that did respond, none indicated that they are looking at parking spaces reductions or changes at the current time. Based upon the responses received, coupled with the concerns expressed by Council, staff wishes to respectfully withdraw the previous proposed text amendment to Article 7, parking standards at this time as our current restaurant parking standards produce a lower number of parking spaces than most other jurisdictions, thereby engendering a small area of impervious surface.

Signs: Council expressed concern about digital message signs being within 100 feet of a residential area. Council stated that they would like to see residents have an opportunity to express their opinion in situations where a digital monument message sign is being considered near a residential area. Staff has added language that would require multiple message signs and variable message signs, both considered digital or electronic message signs, that abut or adjoin a residentially zoned piece of property to undergo a Public Hearing via the Special Exception process that would either involve the Board of Zoning Appeals or Planning Commission, depending upon the zoning of the property in question. In this manner, nearby residents will have the opportunity to express their opinion about a digital sign near them.

The other changes in the sign ordinance are the same as those put forth at the June 15th meeting. New language is **bold and yellow highlighted**. Language to be deleted is in ~~red with strikethrough~~.

Recommendation: Approve the text amendments to the Zoning Regulations and Subdivision Regulations

Previous Discussion with Council: March 23, 2021, April 27, 2021, May 25, 2021 and June 15, 2021

Article 8 -Sign Regulations

MULTIPLE MESSAGE SIGN – A sign that contains display surfaces composed of a series of three sided rotating slats arranged side-by-side, either horizontally or vertically, that are rotated by an electromechanical process, capable of displaying a total of three separate and distinct messages, one message at a time. Such signs are also called “tri-vision signs”. **A multiple message sign for properties zoned CCS, CBD, CUN, CGN, CHV, PDC, PDO, IHV or ILT that also adjoin or abut residentially zoned property may only be approved as a special exception under the provisions and procedures provided for special exceptions in the Procedures and Permits Article.**

VARIABLE MESSAGE SIGN – A sign or portion thereof with characters, letters, or graphics that can be changed or rearranged electronically without altering the face or the surface of the sign. Such signs are also called “digital signs” or “LED signs”. **A variable message sign for properties zoned CCS, CBD, CUN, CGN, CHV, PDC, PDO, IHV or ILT that also adjoin or abut residentially zoned property may only be approved as a special exception under the provisions and procedures provided for special exceptions in the Procedures and Permits Article.**

Sec. 8-5. - Restrictions on Changeable Copy Signs.

(a) Manual Changeable Copy Signs.

A manual changeable copy sign on which the message is changed more than eight times per day shall be considered an animated sign and not a manual changeable copy sign for purposes of this Article.

(b) Multiple Message Signs.

- (1) Each display surface of a multiple message sign shall remain fixed for at least 10 seconds.
- (2) When a display surface is rotated to the next display surface, it shall be accomplished in three seconds or less.
- (3) No such multiple message sign shall be placed within ~~5,000~~ **100** feet of another multiple message sign or a variable message sign on the same side of a street or highway **and 100 feet from any residentially zoned property.**
- (4) The multiple message sign shall contain a default design that will freeze the display surface in one position if a malfunction occurs.

(c) Variable Message Signs.

- (1) Variable message signs shall only be freestanding, monument or highway signs as defined by this Article.
- (2) No variable message sign shall be placed within ~~5,000~~ **100** feet of another variable message sign or a multiple message sign on the same side of a street or highway **and 100 feet from any residentially zoned property.**
- (3) The message shall remain fixed for at least 10 seconds and when a message is changed, it shall be perceived as instantaneous within the capability of the technology employed (generally about 1/10th of a second).
- (4) Any sign that utilizes lighting to simulate or gives an illusion of movement, or utilizes frame effects, flashing or bursting illuminations, scrolling, or other variation in the static image during the display of a single image is not allowed and shall be considered an animated sign.

- (2) Miscellaneous freestanding signs located farther from the street than the minimum building setback from that street right-of-way line on the property, shall be allowed as follows:
 - a. On a property occupied by a multi-family or nonresidential use, one miscellaneous sign not to exceed 32 square feet in sign face area or more than 6 feet in height may be located on the property for each principal building on the lot. **Nonresidential uses are permitted two miscellaneous freestanding signs ~~or~~ for each drive-through ~~service window on the building,~~ lane per business establishment.**
 - b. Other miscellaneous freestanding signs are allowed beyond the minimum building setback, provided that such signs are no more than 4 square feet in sign face area nor more than 6 feet in height.

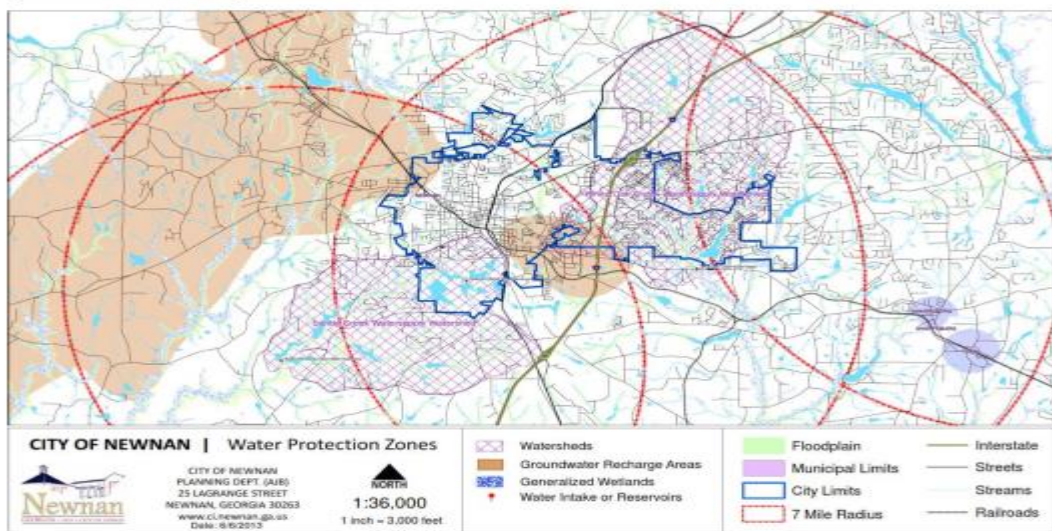
Article 9 – Environmental Protection

This change is a housekeeping issue and clarifies the boundaries of the Water Resource Protection District and adding a clearer map of the water protection zones.

Sec. 9-8. - Types of Water Resource Protection Districts.

- (a) The Water Resource Protection Districts shall include the following:
 - (1) Groundwater Recharge Area Protection District.
 - (2) Wetlands Protection District.
 - (3) Water Supply Watershed District.
- (b) The boundaries of these Water Resource Protection Districts are ~~shown~~ on a **Water Resource District Map**, referred herein as **"Exhibit A"**, ~~set of maps designed as "Overlay District" and are included as part of the Official Zoning Map,~~ which is on file with the City Clerk's office.

Exhibit A



Article 10 – Procedures and Permits

This amendment seeks to streamline our ordinance when it involves the Development of Regional Impact (DRI) process. Instead of having to modify our local ordinance to keep up with changing State guidelines, simplifying it to the Department of Community Affairs's guidelines helps us not to create any conflicting local ordinances.

- h. A completed Development of Regional Impact (DRI) form shall be submitted by the applicant to the City of Newnan if the development meets ~~any of the criteria in this Subsection h.~~ **the DRI requirements promulgated by the Department of Community Affairs.** The City may provide comment on the proposed project and shall submit the document to the Three Rivers Regional Commission for review and comment. The City may not take final action on any application related to the DRI until the DRI review process has been completed in accordance with the procedures adopted by the Georgia Department of Community Affairs. ~~A DRI form is required if the development meets any of the following criteria:~~

- ~~1. Office Greater than 400,000 gross square feet.~~
- ~~2. Commercial Greater than 300,000 gross square feet.~~
- ~~3. Whole & Distribution Greater than 500,000 gross square feet.~~
- ~~4. Hospitals and Health Care Facilities Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day.~~
- ~~5. Housing Greater than 400 new lots or units.~~
- ~~6. Industrial Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres.~~

- ~~7. Hotels Greater than 400 rooms.~~
- ~~8. Mixed Use Total gross square feet greater than 400,000 (with residential units calculated at either 1800 square feet per unit or, if applicable, the minimum square footage allowed by this Zoning Ordinance); or covering more than 120 acres; or if any of the individual user meets or exceeds a threshold as identified herein.~~
- ~~9. Airports All new airports, runways, and runway extensions.~~
- ~~10. Attractions & Recreational Facilities Greater than 1,500 parking spaces or a seating capacity of more than 6,000.~~
- ~~11. Post-Secondary Schools New school with a capacity of more than 2,400 students; or expansion by at least 25% of capacity.~~
- ~~12. Waste Handling Facilities New facility or expansion of use of an existing facility by 50% or more.~~
- ~~13. Quarries, Asphalt & Cement Plants New facility or expansion of existing facility by more than 50%.~~
- ~~14. Wastewater Treatment Facilities New major conventional treatment facility or expansion of existing facility by more than 50%; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein.~~
- ~~15. Petroleum Storage Facilities Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels.~~
- ~~16. Water Supply Intaker/Reservoirs New Facilities.~~
- ~~17. Intermodal Terminals New Facilities.~~
- ~~18. Truck Stops A new facility with more than 3 diesel fuel pumps; or containing a half-acre of truck parking or 10 truck parking spaces.~~
- ~~19. Correctional/Detention Facilities Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day.~~
- ~~20. Any Other Development Types Not Identified Above (Including Parking Facilities) 1,000 Parking Spaces or, if available, more than 5,000 daily trips generated.~~

- i. Filing fee payable to the City of Newnan according to the fees as established by City Council.

Subdivision Regulations

The changes being proposed have evolved over time as we have made other changes in our subdivision approval processes, including expanding the City's Engineering Department which has enhanced our plat review process. Several Georgia jurisdictions have moved the procedure of accepting streets into their public right-of-way systems to an administrative function. The language proposed was borrowed from other jurisdictions. This language is also recommended by the GDOT whenever we notify them of local road activity.

Section 3. Jurisdiction and Applicability.

1. Jurisdiction

These regulations shall govern the subdivision or resubdivision of land within the territorial limits of the City of Newnan.

2. Applicability

The requirements herein established shall apply to any subdivision of land in the City of Newnan except those exempted below. Where there is a conflict between the terms and/or requirements contained in this section and another section contained in these regulations, as amended or any other ordinance, code, or regulation of the City of Newnan, Georgia, the more restrictive shall apply.

3. Delegation of Authority

Mayor and Council of the City of Newnan hereby delegates to the appropriate City officers, the authority to administratively approve, conditionally approve, or disapprove preliminary plats, final plats, lot combination plat, boundary line adjustments and street dedication plats.

- a. Planning and Zoning Director: This official and/or their designee shall have final authority with regard to review and approval of lot combinations, boundary line adjustments, herein referred to as minor final plats and preliminary plats.**
- b. Public Works Director/City Engineer: This official and/or their designee shall review and authority to approve land development plans, reviews of streets, utility and non-utility public improvements. This official is further authorized to promulgate additional technical standards and construction specifications including, but not limited to, streets, street dedications, storm drainage systems, sidewalk and other public improvements.**
- c. City Manager: This official and/or their designee shall have the authority to approve, conditionally approve or disapprove final plats involving the acceptance of public improvements, i.e., street and public right-of-way dedication.**

7. Review of Final Plat

- a. Review of Final Plat—The Director of the Planning Department shall review the final plat for conformance with the approved preliminary plat and with the rules and regulations of these regulations.
- b. Action By Director of the Planning Department—Thereafter, the Director of the Planning Department shall approve or disapprove the final plat. A notation of the action shall be made on the original ~~and two (2) prints of the final plat,~~ including a statement of the reasons therefore if the final plat is disapproved.

8. Recording of Final Plat

- a. Required—Upon approval of a final plat and acceptance of streets by the ~~City Council,~~ **authorized City official,** the subdivider or his agent shall have the final plat recorded in the Office of the Clerk of the Superior Court of Coweta County. The subdivider or his agent shall be responsible for the payment of the recording fee.
- b. Duty Upon Recordation—Upon recording of the approved final plat, a digital copy of the final plat, in a format approved by the City of Newnan, with all certificates endorsed thereon shall be provided by the subdivider for the records of the Planning Department.

12. Acceptance of Streets and Infrastructure

~~Upon approval of the final plat, the Planning Director shall place the plat on the next available City Council meeting for acceptance of the streets and related infrastructure. The final plat will be presented to City Council only after field inspections have verified satisfactory completion of the necessary infrastructure.~~
Upon acceptance of the streets and infrastructure, building permits may be obtained but maintenance of the streets and infrastructure remains the responsibility of the developer until satisfactory completion of the maintenance period.

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF NEWNAN, GEORGIA, AND THE SUBDIVISION
REGULATIONS OF THE CITY OF NEWNAN BY ADOPTING CERTAIN
TEXT AMENDMENTS; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan has discussed the issue of providing for certain text amendments to the City's Zoning Ordinance with regard to certain regulations and requirements of the City's Zoning Ordinance adopted September 12, 2017, as amended, and referred the issue to the Planning Commission for consideration and recommendation of certain text amendments to the City's Zoning Ordinance; and

WHEREAS, the City Council of the City of Newnan has discussed the issue of providing for certain text amendments to the City's Subdivision Regulations, as amended, and referred the issue to the Planning Commission for consideration and recommendation of certain text amendments to the City's Subdivision Regulations; 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 with regard to such text amendments; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the text amendments not less than fifteen (15) nor more than forty-five (45) days from the date of publication of notice, which public hearing was held on the 15th day of June, 2021; and

WHEREAS, after the above referenced public hearing, the City Council has determined that it would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia to adopt certain text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations to amend the regulations and requirements of the City's Zoning Ordinance and the City's Subdivision Regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan, Georgia, and it is hereby ordained by authority of the same that the following text amendments to the City's Zoning Ordinance and the City's Subdivision Regulations be and are hereby adopted as follows:

Section I. Zoning Ordinance, Article 8 Amendments.

Article 8. **Section 8-3 (39) (b) (c)** is hereby amended as set forth in Exhibit "A" attached hereto and made a part hereof and Article 8 is hereby adopted in its entirety as amended.

Article 8. Section 8-5, (b), (3) and (c) (2) is hereby amended as set forth in Exhibit “A” attached hereto and made a part hereof and Article 8 is hereby adopted in its entirety as amended.

Article 8. Section 8-19, (a), (2), (a) is hereby amended as set forth in Exhibit “A” attached hereto and made a part hereof and Article 8 is hereby adopted in its entirety as amended.

Section II. Zoning Ordinance, Article 9 Amendments.

Article 9. Section 9-8, (b) is hereby amended as set forth in Exhibit “B” attached hereto and made a part hereof and Article 9 is hereby adopted in its entirety as amended.

Section III. Zoning Ordinance, Article 10 Amendments.

Article 10. Section 10-10 (b), (2), (h) is hereby amended as set forth in Exhibit “C” attached hereto and made a part hereof and Article 10 is hereby adopted in its entirety as amended.

Section IV. Subdivision Regulations Amendments to Section 3.

Section 3, (3) is hereby amended as set forth in Exhibit “D” attached hereto and made a part hereof and Section 3, (3) is hereby adopted in its entirety as amended.

Section V. Subdivision Regulations of the City of Newnan Amendments to Section 10.

Section 10, (7), (b) is hereby amended as set forth in Exhibit “D” attached hereto and made a part hereof and the subdivision regulations of the City of Newnan is hereby adopted in its entirety as amended.

Section 10, (8), (a) is hereby amended as set forth in Exhibit “D” attached hereto and made a part hereof and the subdivision regulations of the City of Newnan is hereby adopted in its entirety as amended.

Section 10, (12) is hereby amended as set forth in Exhibit “D” attached hereto and made a part hereof and the subdivision regulations of the City of Newnan is hereby adopted in its entirety as amended.

Section VI. All Ordinances or parts of Ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section VII. Should any phrase, clause, sentence, or section of this Ordinance be deemed unconstitutional by a Court of competent jurisdiction, such determination shall not affect the remaining provisions of this Ordinance, which provisions shall remain in full force and effect.

Section VIII. This Ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED by the City Council of the City of Newnan, Georgia, this _____ day of _____, 2021 in regular session assembled.

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

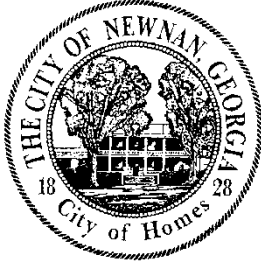
Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Raymond F. DuBose, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



City of Newnan, Georgia - Mayor and Council

Date: August 24, 2021

Agenda Item: Consideration of Professional Services Agreement between the City of Newnan and NOVA Engineering and Environmental, LLC for Environmental Services at 57 East Broad Street.

Prepared and Presented by: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider a Professional Services Agreement between the City of Newnan and NOVA Engineering and Environmental, LLC for Environmental Services at 57 East Broad Street.

Background:

Newnan City Council, in March 2021, acquired 6.68 acres of real property located primarily at 57 East Broad Street after a 120+ day due diligence period that allowed City staff and contracted consultants to fully investigate known and unknown environmental remediation as well as redevelopment challenges.

City staff engaged NOVA Environmental, Inc. to provide certain testing services. The report received from NOVA indicated numerous environmental challenges at the primary site. More specifically, the consultants found asbestos containing material or trace asbestos in all buildings on the site. In addition to testing for asbestos containing materials, NOVA performed soil tests that indicated that there exists three areas totaling 44,000 square feet that will require soil remediation due to the existence of lead, arsenic and petroleum-based contaminant.

Please note that the subject property, under ownership of the City of Newnan, has been accepted into the Georgia Environmental Protection Division's Brownfield Program, which will required the owner to closely follow a corrective action plan.

Newnan City Council engaged Nelson Worldwide to manage a master planning process that included focused group meetings as well as the administration of a community-wide survey seeking input on the potential redevelopment of the site. Upon receipt of the aforementioned information, it is the collective opinion of a majority of those that were involved in the pre-design master planning process, that the site should be demolished and prepared for new infill development.

Newnan City Council, at the July 20, 2021 meeting, authorized City staff to prepare a Request for Proposals (RFP) for the demolition and abatement of property located at 57 East Broad Street.

At the recommendation of Comprehensive Program Services, the City's owner's representative and understanding the extent of occurrence of hazardous materials at 57 East Broad Street, City staff solicited a proposal for environmental services from NOVA Engineering and Environmental, LLC to provide oversight of the selected demolition contractor.

The Professional Services Agreement includes the following scope of services:

- ACM Abatement Oversight
- Supplemental Subsurface Assessment
- Excavation/Remediation Oversight

- Confirmation Soil Sampling
- Waste Characterization & Profiling
- Underground Storage Tank Closure Oversight
- Brownfield CSR
- Environmental Program Management

Total Cost - \$105,100.00

Funding:

General Fund, Fund Balance

Recommendation:

Newnan City Council may authorize the execution of the Professional Services Agreement as presented.

Attachments:

1. Professional Services Agreement between the City of Newnan and NOVA Engineering and Environmental, LLC for Environmental Services at 57 East Broad Street
2. Recommendation Letter from Comprehensive Program Services

Previous Discussions with Council:

Newnan City Council, beginning in 2019, has had numerous conversations related to the potential acquisition and redevelopment of the property located at 57 East Broad Street. Newnan City Council, in March 2021, acquired the property known commonly as the Caldwell Tanks site. Newnan City Council, on July 20, 2021 authorized staff to develop and release a RFP for the demolition and abatement of property located at 57 East Broad Street.



June 9, 2021

COMPREHENSIVE PROGRAM SERVICES

3368 Hardee Avenue
Atlanta, Georgia 30341

Attention: Mr. Eric Johnson

Subject: Proposal to Perform Environmental Services
57 E BROAD STREET
Newnan, Coweta County, Georgia
NOVA Proposal Number 002-30211188

Dear Mr. Johnson:

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal to provide environmental services for the above project located at 57 E Broad Street in Newnan, Coweta County, Georgia. This proposal summarizes our understanding of the project, describes our approach to the work, and presents our cost estimate and schedule.

PROJECT INFORMATION

Our understanding of the site and requirements for this project are based on information from our previous knowledge of the Subject Property and multiple conversations with the Client and the City of Newnan.

We understand the Subject Property is located at 57 E Broad Street in Newnan, Coweta County, Georgia. According to the Coweta County Geographic Information System (GIS) database, the Subject Property measures approximately 6.667-acres, and it is identified as two (2) separate parcels identified as Coweta County Parcel Numbers N04 0010 006 and N04 0012 001. Information available on the county GIS page indicated there are multiple structures on the larger of the two (2) Subject Property parcels, formerly associated with the on-site Caldwell Tanks manufacturing operation, which range from approximately 5,500 square feet to 105,000 square feet in area and were constructed on the Subject Property between 1884 and 1979. The second parcel associated with the Subject Property is undeveloped and situated diagonally northeast from the parcel with the structures.

Numerous environmental subsurface assessments have been conducted on the Subject Property between 1997 and the present day to investigate and delineate subsurface conditions at the Subject Property. The Subject Property was listed on the Hazardous Site Inventory (HSI) in October 1999. Between 1999 and 2007, additional soil assessment and excavation activities were performed to bring the property to regulatory compliance.

A Voluntary Remediation Program (VRP) Compliance Status Report (CSR) was submitted to the Georgia Environmental Protection Division (GA EPD) in August 2018. In a letter from the State dated June 28, 2019, the GA EPD approved the application which proposed the certification of the soil and groundwater on-site to Type V and proposed the use of engineering and institutional controls to restrict exposure to regulated substances in the soil and groundwater.

A Prospective Purchaser Corrective Action Plan (PPCAP) was submitted to the GA EPD on January 26, 2021 for the Subject Property. The GA EPD approved the PPCAP in a letter dated February 17, 2021.

ENVIRONMENTAL SERVICES

As requested by the Client, NOVA has prepared this proposal for performing environmental services on the Subject Property.

TASK 1: ASBESTOS CONTAINING MATERIAL (ACM) ABATEMENT OVERSIGHT

NOVA was requested to provide oversight for the ACM removal at the Subject Property. Our proposed scope of services for the environmental work at this site is designed to confirm that asbestos abatement activities are sufficient to properly remove all previously identified Asbestos Containing Material (ACM) on the Subject Property, and the ACM abatement activities performed at the Subject Property are performed in compliance with applicable rules and regulations.

If requested by the Client, NOVA will submit a bidding invitation to Asbestos Abatement Contractors to perform asbestos abatement of the identified ACM at the Subject Property buildings. NOVA will then provide a certified inspector on the day of the pre-bid site walk in order to assist the bidders' in understanding the scope of the abatement project and the locations of identified ACM.

Following the bidders' pre-bid site walk-over, NOVA will provide the CLIENT with assistance in the review of the contractor's bids for the abatement of the Subject Property. Upon selection of the contractor and Client request, NOVA will act as the CLIENT's representative in management of the ACM abatement contract.

NOVA will perform part time on-site oversight during ACM abatement activities to confirm that the abatement contractor is operating in accordance with all applicable regulations during removal of the ACM at the Subject Property. Additionally, NOVA will review ACM waste manifests to confirm that identified ACM are disposed in accordance with applicable regulations. Upon completion of abatement activities, NOVA will perform a visual clearance inspection to confirm that the identified ACM were removed from the Subject Property in order to complete abatement activities needed to obtain the demolition permit for demolition of the existing on-site structures.

We assume that the fieldwork can occur during our normal business hours. We will coordinate access to the site with you or another individual designated by you or the owner.

TASK 2: SUPPLEMENTAL SUBSURFACE ASSESSMENT

NOVA will work with GA EPD to determine if additional subsurface assessment is needed to achieve appropriate sampling coverage of the Subject Property soil. If determined as necessary during meetings with GA EPD, NOVA proposes to advance up to ten (10) borings utilizing direct push and/or auger technology to a maximum depth of twenty (20) feet below ground surface (bgs), to groundwater or probe/auger refusal, whichever comes first. We understand the CLIENT will provide access to our proposed work site during normal business hours.

Soil samples will be collected at a depth of two (2) feet and then at five-foot intervals to a maximum depth of twenty (20) feet bgs from each of the borings. Soil will be sampled for classification and will be field screened for organic vapors using a Photo-Ionization Detector (PID). Soil samples will be submitted for analysis based on field screening and/or visual observations that indicate impacted soil. If field screening and/or visual observations do not indicate impacted soil, one (1) soil sample from a shallow depth (2-5 feet) and one (1) deeper sample from the unsaturated zone of each boring will be submitted to an appropriately accredited laboratory for the following analyses:

- Volatile Organic Compounds (VOCs) by United States Environmental Protection Agency (US EPA) Solid Waste (SW)-846 Method 8260D,
- Semi-Volatile Organic Compounds (SVOCs) by USEPA SW-846 Method 8270E,
- Resource Conservation and Recovery Act (RCRA) Metals by USEPA SW-846 Method 6010D and 7473, and/or
- Polychlorinated Biphenyls (PCBs) by USEPA SW-846 Method 8082A.

A total of up to twenty (20) soil samples will be collected. All samples will be kept on ice for transport to an accredited laboratory under proper chain-of-custody procedures. If additional sample analyses are requested, they will be charged on a per sample basis.

Soil analytical results will be utilized during the excavation/remediation oversight, below, and will be incorporated into the future Compliance Status Report (CRS) for the Subject Property.

TASK 3: EXCAVATION/REMEDICATION OVERSIGHT

Based on the results of NOVA's Limited Subsurface Sampling Assessment and previous assessments of the Subject Property, soil impacts above applicable Risk Reduction Standards on the Subject Property will be delineated to assist in remediation efforts. NOVA will provide environmental oversight for the development and implementation of environmental remediation activities, through our capable and thoroughly trained staff professionals and engineers.

NOVA will provide on-site environmental oversight of the soil remediation for the Subject Property to achieve compliance with the PPCAP. NOVA's trained professionals will be on-site to perform the following tasks:

- Field screening of soils for organic vapors with a Photo-Ionization Detector.
- Soil sampling as necessary to document removal of on-site soil impacted above applicable RRS. Confirmation sampling will be performed in accordance with the attached NOVA Environmental Schedule of Fees.
- Acting as the Owner's representative signing and overseeing waste manifests in accordance with all applicable rules and regulations and the GA EPD approved PPCAP.

NOVA will perform excavation/remediation oversight and confirmatory soil sampling (see Task 3 and attached NOVA Environmental Schedule of Fees) for the initial construction activities to be performed on the Subject Property. NOVA anticipates the construction activities on the Subject Property and remediation of any soils identified as impacted above applicable RRS during the previous subsurface soil characterizations, will be performed on a schedule of thirty (30) days on-site for environmental field activities.

TASK 4: CONFIRMATION SAMPLING

As discussed in Task 3, confirmation sampling will be performed during excavation oversight activities. In accordance with the Georgia EPD-approved PPCAP, it is estimated that one hundred fifty (150) confirmation samples will be collected during excavation activities at the Subject Property. As of the date of this proposal, only metals and PAHs have been identified in soil at the Subject Property at concentrations exceeding Residential and/or Commercial RRS. Consequently, samples will be submitted to a qualified laboratory for combinations of the following analyses:

- RCRA Metals by USEPA SW-846 Method 6010D and 7473, and/or
- Polynuclear Aromatic Hydrocarbons (PAHs) by USEPA SW-846 Method 8270E

Additional confirmation samples collected above the estimated one hundred fifty (150) samples will be performed in accordance with NOVA's attached Schedule of Fees.

TASK 5: WASTE CHARACTERIZATION AND PROFILING

NOVA proposes to collect and submit a total of up to ten (10) soil samples for waste characterization. Soil samples will be submitted for analysis based on previous assessment data, field screening, and/or visual observations that indicate impacted soil. In an effort to assist with landfill disposal characterization, collected samples will be submitted to an appropriately accredited laboratory for Toxicity Characteristic Leaching Procedure (TCLP) analysis by USEPA SW-1311 Method 8260 for VOCs, 8270 for SVOCs, 6010/7470 for metals and/or PCBs by USEPA 8082.

Utilizing the TCLP results, NOVA will complete and submit waste profiles for the Subject Property which is required for corrective action efforts outlined in the aforementioned PPCAP. Profiles will be submitted to an appropriate Subtitle D landfill, as selected by the Client. This task includes all field work, sample analyses, report writing, and project management time and materials needed to gain approval from the selected landfill.

TASK 6: UNDERGROUND STORAGE TANK CLOSURE OVERSIGHT

A previous Phase I ESA completed in 1999 reported a 5,000-gallon diesel UST located in the western portion of the Subject Property near the current L-shaped warehouse structure. While the 1999 Phase I indicate the tank was reportedly removed in the 1980s, NOVA was unable to locate paperwork referencing the removal, testing, or closure of this reported 5,000-gallon diesel UST.

If the reported 5,000-gallon UST remains on the Subject Property, NOVA proposes to provide oversight and reporting for the UST closure activities. NOVA's scope of work for this task assumes the Client will provide subcontractors to pump, excavate, remove, transport, and properly dispose the UST at an off-site recycling facility following cleaning. This scope of work does not include over-excavation and disposal of impacted soils, if needed, or any other site improvements. NOVA can provide these subcontractors at the request of the Client for an additional fee.

NOVA proposes to perform soil sampling based on the GA EPD Underground Storage Tank Management Program (USTMP) UST Closure Report Guidance Document. Additionally, sampling of the USTs contents will be performed for proper disposal characterization.

NOVA will collect two (2) soil samples from approximately two (2) feet to three (3) feet beneath the former location of the UST. One (1) stockpiled soil sample will be collected from the material removed during excavation of the UST. One (1) soil sample will be collected along every twenty-five (25) linear feet of piping encountered. An estimated total of up to (6) soil samples will be submitted to an accredited laboratory for the following analyses:

- Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) by United States Environmental Protection Agency (US EPA) Solid Waste (SW)-846 Method 8260B,
- Polynuclear Aromatic Hydrocarbons (PAH) by US EPA SW-846 Method 8270D,
- Total Petroleum Hydrocarbons (TPH) – Gasoline Range Organics (GRO) by US EPA SW-846 Method 8015C, and
- TPH – Diesel Range Organics (DRO) by US EPA SW-846 Method 8015C.

All samples will be kept on ice for transport to an accredited laboratory under proper chain-of-custody procedures. If additional sample analyses are requested, they will be charged on a per sample basis.

NOVA will subsequently prepare and submit a UST Closure Report for the UST system to the Georgia Environmental Protection Division. The report will document the removal of the UST and any associated piping and results of the aforementioned sampling. Pricing includes delivery of a PDF electronic (e-mail) version of the report and three (3) hard copies of the documents. After review, approval and signature by the Owner, NOVA will subsequently submit the completed UST Closure Report to the GA EPD USTMP on behalf of the Owner.

TASK 7: BROWNFIELD COMPLIANCE STATUS REPORT

Utilizing the available soil and groundwater data, NOVA will prepare a Compliance Status Report (CSR) for the Subject Property. The CSR will document the following, in accordance with the above referenced PPCAP in the format required for submission to the GA EPD:

- A description of each known source of release,
- A legal description of the Subject Property which comprises the Brownfield site,
- A summary of pertinent field and laboratory data,
- A summary of corrective action, if required, to bring the Subject Property into compliance with applicable risk reduction standards for soil and source material,
- Definition of the horizontal and vertical extent of on-site soil impacts and delineation of groundwater impacts,
- A description of geologic and hydrogeologic conditions at the Subject Property, a potentiometric surface map, and a summary of groundwater elevations,
- A description of existing or potential human or environmental receptors,
- A summary of previous actions taken to eliminate, control, or minimize the potential risk at the Subject Property,
- Documentation of the proper characterization, transportation, and disposal of impacted soils and/or hazardous wastes, if any,
- A concise statement of the findings of the report including one or more certifications of compliance with the appropriate soil RRS for the site based on anticipated future use.
- An evaluation of the potential for vapor intrusion at the Subject Property,
- A survey plat,
- Analytical results with a chain of custody, and
- Signature and seal of a Georgia Registered Professional Geologist and/or Engineer.

TASK 8: ENVIRONMENTAL PROGRAM MANAGEMENT

NOVA understands that situations may arise that require environmental oversight in addition to those identified in this proposal. These include, but are not limited to, project conferences and meetings with the Client, project meetings with applicable regulatory bodies (GA EPD), and minor field activities not captured by the above scope of services.

COMPENSATION

Based on the above information, we propose to perform our services on a lump sum basis as specified below:

Task 1: ACM Abatement Oversight (lump sum)	\$3,200.00
Task 2: Supplemental Subsurface Assessment (T&M)	<i>estimated</i> \$14,900.00*
Task 3: Excavation/Remediation Oversight (T&M)	<i>estimated</i> \$28,000.00
Task 4: Confirmation Soil Sampling (T&M)	<i>estimated</i> \$29,600.00
Task 5: Waste Characterization & Profiling (T&M)	<i>estimated</i> \$9,700.00
Task 6: Underground Storage Tank Closure Oversight (T&M)	<i>estimated</i> \$6,200.00
Task 7: Brownfield CSR (lump sum)	\$3,500.00
Task 8: Environmental Program Management (T&M)	<i>estimated</i> \$10,000.00

*Assumes up to ten (10) soil borings and twenty (20) soil samples to be collected. A precise cost can be provided after NOVA's intended conversations with GA EPD.

Laboratory analysis of soil samples will be a standard turnaround of seven (7) business days. Laboratory analysis can be completed on a rushed, next-day turnaround for an additional fee. Please contact NOVA for additional pricing.

If changed assumptions and/or conditions are encountered at the site and/or additional work is recommended, you will be contacted, and we will provide an amended scope of services and cost estimate for approval. Authorized compensation will not be exceeded without prior approval. Additional services authorized by the Client will be performed in accordance with the attached schedule of fees.

SCHEDULE

We will initiate the work upon written receipt of authorization. We will keep you verbally informed of our progress. Activities associated with Supplemental Subsurface Assessment (Task 2) will be completed on an as needed basis after conversations with GA EPD. Activities associated with excavation/remediation oversight (Task 3) will be completed on an as needed basis throughout the course of remediation activities. NOVA anticipates a schedule of thirty (30) days on-site for excavation/remediation oversight activities. Laboratory analysis of soil samples will be a standard turnaround of seven (7) business days. Project information including laboratory data and recommendations will be distributed to the Client as it is received by NOVA. The project information will also be included in the Compliance Status Report (CSR) due to the GA EPD upon the completion of Brownfield requirements. If you require a faster turnaround, please let us know, and we will make every effort to meet your timeline.

AUTHORIZATION

This proposal is an agreement for our services defined herein and is valid for a period of ninety (90) days from the date of issuance. It was prepared specifically for the Client and its designated representatives and may not be provided to others without NOVA's express permission. The person authorizing this proposal on behalf of the Client does hereby warrant that they have full authority to do so.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement (please check each authorized service) and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Exceptions to this proposal, and/or special requirements not covered in this proposal should be listed on the Proposal Acceptance Sheet. Please note that the final report cannot be issued without formal, written authorization.

NOVA appreciates the opportunity to offer our services on the subject project. Please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA Engineering and Environmental, LLC



Emily Purcell, GIT
Project Geologist



Nickolaus DaSantos
Business Unit Manager
Environmental Services

Attachments: NOVA Environmental Schedule of Fees
Professional Services Agreement
General Terms and Conditions

ENVIRONMENTAL SCHEDULE OF FEES NOVA ENGINEERING AND ENVIRONMENTAL, LLC

PROFESSIONAL SERVICES

For professional services including site visits, project management, project meetings, report preparation, consultations etc.

Title	Unit	Rate
Engineering/Geologic/Scientific Aide	per hour	\$ 60.00
Staff Engineer/Geologist/Scientist	per hour	\$ 75.00
Project Engineer/Geologist/Scientist	per hour	\$ 95.00
Senior/Registered Engineer/Geologist/Scientist	per hour	\$ 125.00
Principal Engineer/Geologist/Scientist	per hour	\$ 150.00
Clerical/Drafting Support	per hour	\$ 45.00
Vehicle Trip Charge	per mile	\$ 0.60

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 10%,
- Personnel time expended will be invoiced in ½ hour increments, and
- The unit pricing and fees noted herein shall remain fixed through April 2019. Thereafter, an annual escalation in pricing equivalent to the prior 12-month change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, shall apply.

ENVIRONMENTAL SCHEDULE OF FEES (CONTINUED)

ENVIRONMENTAL DRILLING SERVICES

Drilling services costs for mobilization and fieldwork

Mobilization	lump sum	\$ 500.00
All-Terrain Vehicle Charge, additional to mobilization	lump sum	\$ 100.00
Soil Test borings (n<50 bpf)	per foot	\$ 10.00
Soil Test borings (n≥50 bpf)	per foot	\$ 12.00
Auger boring	per foot	\$ 7.00
<i>Borings deeper than 50 feet will have a \$2.00 per foot surcharge</i>		
Rock Coring set-up	per set-up	\$ 200.00
Rock Coring (NQ2-size core) less than 50 foot depth	per foot	\$ 65.00
Casing (where required) less than 50 feet	per foot	\$ 9.00
Water Truck Rental	per day	\$ 175.00
Undisturbed Sampling	each	\$ 95.00
Extra Split-spoon samples	each	\$ 25.00
Difficult Moving or Standby	per hour	\$ 175.00
Clearing: light clearing performed by drill crew	per hour	\$ 175.00
Temporary Observation Well (2-inch PVC)	per foot	\$ 15.00
Type I Monitoring Well (2-inch PVC)	per foot	\$ 40.00
Well Pad with 8" Manhole	each	\$ 250.00
Steam Cleaner Rental	per day	\$ 150.00
Hole Covers	each	\$ 50.00
Asphalt Patch	each	\$ 20.00

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 10%,
- Overtime rates (1.5 times the regular rate) will be applied to hours worked outside normal 7:00 am to 5:00 pm business hours, Saturday, Sunday, and holidays,
- Type II and Type III monitoring wells quoted per project, and
- The unit pricing and fees noted herein shall remain fixed through April 2019. Thereafter, an annual escalation in pricing equivalent to the prior 12-month change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, shall apply.

ENVIRONMENTAL SCHEDULE OF FEES (CONTINUED)

LABORATORY SERVICES

For laboratory testing of selected soil, water or waste samples.

TCL – Volatile Organics (8260B)	per test	\$ 110.00
TCL – Semi-Volatile Organics (8270C)	per test	\$ 250.00
TCL – Chlorinated Pesticides (8081A)	per test	\$ 100.00
TCL – Chlorinated Herbicides (8151A)	per test	\$ 100.00
Total Petroleum Hydrocarbons (TPH) (8015B)	per test	\$ 65.00
TPH – Diesel Range Organics (8015B)	per test	\$ 65.00
TPH – Gasoline Range Organics (8015B)	per test	\$ 65.00
BTEX (8260B)	per test	\$ 50.00
Polycyclic Aromatic Hydrocarbons (8270C) by GC	per test	\$ 90.00
8 RCRA Metals (6010B)	per test	\$ 110.00
1 Metal (6010B)	per test	\$ 12.00
PCBs (8082)	per test	\$ 75.00
TCLP Volatiles	per test	\$ 150.00
TCLP Semi-Volatiles	per test	\$ 250.00
TCLP RCRA Metals	per test	\$ 150.00
TCLP Lead	per test	\$ 80.00

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 10%,
- Standard five (5) business day laboratory turn-around,
- Rush two (2) business day laboratory turn-around: two (2) times the regular rate will be applied, except TCLP,
- TCLP rush surcharge quoted per project, and
- The unit pricing and fees noted herein shall remain fixed through April 2019. Thereafter, an annual escalation in pricing equivalent to the prior 12-month change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, shall apply.

ENVIRONMENTAL SCHEDULE OF FEES (CONTINUED)

LABORATORY SERVICES (CONTINUED)

For laboratory testing of selected soil, water or waste samples.

Total Suspended Solids (TSS) (2540D)	per test	\$ 18.00
Total Dissolved Solids (TDS) (2540C)	per test	\$ 18.00
Oil and Grease (1664B)	per test	\$ 48.00
Arsenic, Cadmium, Chromium, Copper, Lead, Nickel, Selenium, and Zinc (200.8)	per test	\$ 87.00
Mercury (1631E)	per test	\$ 102.00
Ammonia (350.1)	per test	\$ 24.00
Total Kjeldahl Nitrogen (TKN) (351.2)	per test	\$ 42.00
Nitrate-Nitrite, Ortho Phosphate (300)	per test	\$ 54.00
Organic Nitrogen	per test	\$ 6.00
Phosphorus (200.7)	per test	\$ 24.00
Hardness (2340B)	per test	\$ 30.00

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 10%,
- Standard five (5) business day laboratory turn-around,
- Rush two (2) business day laboratory turn-around: two (2) times the regular rate will be applied, except TCLP, and
- The unit pricing and fees noted herein shall remain fixed through April 2019. Thereafter, an annual escalation in pricing equivalent to the prior 12-month change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, shall apply.

ENVIRONMENTAL SCHEDULE OF FEES (CONCLUDED)

MISCELLANEOUS EQUIPMENT

Air Pump-Personal Monitoring Pump	per day	\$ 25.00
Air Pump-Sensidyne/Gastec Sampler	per day	\$ 50.00
Air Pump-Ambient Air Sampler Grasby Hi-Vol	per day	\$ 25.00
Disposable Bailers	each	\$ 12.00
Explosimeter	per day	\$ 75.00
Flame/Photo Ionization Detector (FID/PID)	per day	\$ 95.00
Multimeter (Horiba or YSI) pH, DO, ORP, TURB, TEMP	per day	\$ 175.00
Micro Purge Pump (Low Flow)	per day	\$ 150.00
Multigas Meter (CO, O ₂ , LEL, H ₂ S)	per day	\$ 60.00
Oil / Water Interface Probe	per day	\$ 65.00
Peristaltic Pump	per day	\$ 50.00
Water Level Probe Electronic	per day	\$ 35.00
Horizontal Water Sampler	per day	\$ 50.00
Portable Depth Sounder	per day	\$ 50.00
Jon Boat with Gasoline Motor	per day	\$ 200.00
Respirator Cartridges	each	\$ 20.00
Air Compressor (1-5 HP)	per day	\$ 50.00
Manometer	per day	\$ 60.00
Generator	per day	\$ 60.00
Decon Kit/Sample Kit	each	\$ 40.00
Moisture Meter	per day	\$ 25.00
IAQ Meter (CO, CO ₂ , RH, T)	per day	\$ 125.00
Infrared Camera	per day	\$ 315.00

Notes:

- Sub-Contractors, Supplies and Expenses shall be invoiced at cost plus 10%, and
- The unit pricing and fees noted herein shall remain fixed through April 2019. Thereafter, an annual escalation in pricing equivalent to the prior 12-month change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, shall apply.

NOVA ENGINEERING AND ENVIRONMENTAL, LLC
PROFESSIONAL SERVICES AGREEMENT

DATE: June 9, 2021	PROPOSAL NO.: 002-30211188																								
<u>PROJECT NAME AND ADDRESS</u> Environmental Services 57 E BROAD STREET Newnan, Coweta County, Georgia	<u>CLIENT NAME AND ADDRESS</u> COMPREHENSIVE PROGRAM SERVICES 3368 Hardee Avenue Atlanta, Georgia 30341 Attn: Mr. Eric Johnson Email: ejohnson@cps-atlanta.com Phone: 404-931-6485																								
<div style="text-align: right;"><u>ACCEPTED</u></div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Task 1: ACM Abatement Oversight (lump sum).....</td> <td style="text-align: right; padding: 2px;">\$3,200.00</td> <td style="text-align: center; width: 30px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Task 2: Supplemental Subsurface Assessment (T&M)</td> <td style="text-align: right; padding: 2px;"><i>estimated</i> \$14,900.00</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Task 3: Excavation/Remediation Oversight (T&M)</td> <td style="text-align: right; padding: 2px;"><i>estimated</i> \$28,000.00</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Task 4: Confirmation Soil Sampling (T&M).....</td> <td style="text-align: right; padding: 2px;"><i>estimated</i> \$29,600.00</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Task 5: Waste Characterization & Profiling.....</td> <td style="text-align: right; padding: 2px;"><i>estimated</i> \$9,700.00</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Task 6: Underground Storage Tank Closure Oversight (lump sum).....</td> <td style="text-align: right; padding: 2px;">\$6,200.00</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Task 7: Brownfield CSR (lump sum).....</td> <td style="text-align: right; padding: 2px;">\$3,500.00</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Task 8: Environmental Program Management (T&M)</td> <td style="text-align: right; padding: 2px;"><i>estimated</i> \$10,000.00</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Task 1: ACM Abatement Oversight (lump sum).....	\$3,200.00	<input type="checkbox"/>	Task 2: Supplemental Subsurface Assessment (T&M)	<i>estimated</i> \$14,900.00	<input type="checkbox"/>	Task 3: Excavation/Remediation Oversight (T&M)	<i>estimated</i> \$28,000.00	<input type="checkbox"/>	Task 4: Confirmation Soil Sampling (T&M).....	<i>estimated</i> \$29,600.00	<input type="checkbox"/>	Task 5: Waste Characterization & Profiling.....	<i>estimated</i> \$9,700.00	<input type="checkbox"/>	Task 6: Underground Storage Tank Closure Oversight (lump sum).....	\$6,200.00	<input type="checkbox"/>	Task 7: Brownfield CSR (lump sum).....	\$3,500.00	<input type="checkbox"/>	Task 8: Environmental Program Management (T&M)	<i>estimated</i> \$10,000.00	<input type="checkbox"/>
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All work will be in accordance with NOVA's General Terms and Conditions attached hereto. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this professional service agreement and attached proposal or fax to (770) 425-1113.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Federal ID # or Social Security #
Email:	Email:

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 (Exc. FL)

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
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The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Georgia law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Cobb County, Georgia, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC

GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is a State, City, County or other municipal entity, then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity under State or local statutes and otherwise. Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of State or local law.

NOVA EMPLOYEES: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.



August 5, 2021

Mr. Cleatus Phillips
Office of the City Manager
City of Newnan
25 LaGrange Street
Newnan, GA 30263

Re: City of Newnan Caldwell Tanks Project- NOVA Letter of Agreement

Dear Mr. Phillips,

CPS is pleased to offer the following recommendation for the Professional Environmental Services on the above referenced Project.

CPS would recommend the City of Newnan contract with **NOVA Engineering and Environmental, LLC** to provide environmental services for the Caldwell Tanks Project for the amount of **\$105,100.00**.

Task 1: ACM Abatement Oversight (lump sum).....	\$3,200.00
Task 2: Supplemental Subsurface Assessment (T&M)	estimated \$14,900.00*
Task 3: Excavation/Remediation Oversight (T&M).....	estimated \$28,000.00
Task 4: Confirmation Soil Sampling (T&M).....	estimated \$29,600.00
Task 5: Waste Characterization & Profiling (T&M)	estimated \$9,700.00
Task 6: Underground Storage Tank Closure Oversight (T&M).....	estimated \$6,200.00
Task 7: Brownfield CSR (lump sum)	\$3,500.00
Task 8: Environmental Program Management (T&M)	estimated \$10,000.00

If you should have any questions, please feel free to call.

Sincerely,

Comprehensive Program Services, Inc.

Jalen Johnson
Assistant Program Manager

CC: Eric Johnson, CPS

08-11-21

Re: Street Closure Request - Full Circle Toys

Full Circle Toys is requesting street closure of Madison Steet BETWEEN Jefferson and Perry Streets for Saturday October 9th from 8am-5pm.

We are planning on hosting a 1980s retro event from approximately 10am-3pm. The added time (8am and 5pm) is for set-up and tear down of vendors, etc. The exact scope of the event is still being determined; however, the plan is a somewhat scaled-back 1980s themed event similar in nature to the Zombie and Super Hero event we have hosted 6 previous times in the same location.

Traffic on Jefferson and the Perry Street intersection will NOT be impacted by the event - we want to close Madison Steet between these intersections as we have before. We will have security on site and will make certain all access to the one affected alley way will remain intact.

Our past events have raised considerable charitable contributions for Newnan HS, EC High School, CASA, Make a Wish Foundation and other local causes as well as participation by the City of Newnan Police Department and the Coweta Fire Dept, etc. - we will most likely have some sort of charitable outlets and community outreach in place. Exact plans are being determined this month.

I welcome any questions and comments. A completed application follows. Thanks in advance for granting this request.

Richard Mix
Full Circle Toys
17 Jefferson St
Newnan, GA 30263

770.253.7799 (store)
770.634.7242 (cell)

fullcIRCLEtoys@gmail.com

Sec. 18-152. - Application.

A person seeking issuance of a parade permit shall file application with the office of the city manager on forms provided by the city.

(1) Filing period. An application for a parade permit shall be filed not less than ten days or more

than 30 days before the date on which it is proposed to conduct the parade.

(2) Contents. The application for a parade permit shall set forth the following information:

a. The name, address and telephone number of the person seeking to conduct the parade; and the applicant, if different.

Richard Mix - Full Circle Toys
17 Jefferson St - Newnan GA 30263
770.253.7799 (store) 770.634.7242 (cell)

b. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of that organization.

n/a

c. The name, address and telephone number of the person who will be the parade leader and who will be responsible for its conduct.

Richard Mix - Full Circle Toys
17 Jefferson St - Newnan GA 30263
770.253.7799 (store) 770.634.7242 (cell)

d. The date when the parade is to be conducted.

Oct 9, 2021

e. The route to be traveled, the starting point and the termination point.

Requesting Madison St street closure BETWEEN Jefferson and Perry Street.

f. The approximate number of persons who, and animals and vehicles which, will constitute the parade; the type of animals, and description of the vehicles.

500+?

g. The hours when the parade will start and terminate.

10am-5pm

h. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed.

Street closure for vendors and crowd

i. The location by streets of any assembly and dispersal areas for the parade.

Madison St

j. The time at which units of the parade will begin to assemble at any assembly area or areas and a designation of the assembly area and the dispersal area.

8am (set-up) - 5pm

k. The interval of space to be maintained between units of the parade.

n/a

l. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for the permit shall file with the office of the city business license department a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on its, his behalf.

n/a

m. Any expenditure of funds by the applicant or his organization for or on behalf of participants in the parade, the amounts thereof and the names and addresses of to whom paid.

n/a

n. Any additional information which the city business license department shall find reasonably necessary to a fair determination as to whether a permit should issue.

We are requesting the same street closure situation as previously granted for Zombie and Super Hero Day on the 6 other occasions that we hosted such an event. We will follow the same protocol - have security on site - maintain alley access - proper coning and necessary safety procedures in place. The complete/size and scope of the event is still in the planning stages and will be determined in the upcoming weeks - given the still lingering semi-public health crisis, we will most likely limit vendors and some other activities to maintain further distancing, etc as necessary given the situation.

Motion to Enter into Executive Session

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

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

Motion to Adopt Resolution after Adjourning Back into Regular Session

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