



## Newnan City Council Meeting

DECEMBER 14, 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 November 23, 2021

### REPORTS OF BOARDS AND COMMISSIONS

- B. 1 Appointment- Keep Newnan Beautiful, 3 year term

### REPORTS ON OPERATIONS BY CITY MANAGER

### REPORTS AND COMMUNICATIONS FROM MAYOR

### NEW BUSINESS

- C. Public Hearing- Application for Alcohol Beverage License - Cevicheria 05, LLC - Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages & Wine- 1111 Lower Fayetteville Rd. Ste 300 - Reason: New Business
- D. Public Hearing- Application for Alcohol Beverage License - Exclusive 004, Inc. dba Chevron- Retail on Premise (Package) Sales of Malt Beverages & Wine- 24 Bullsboro Dr. - Reason: Personnel & Business Name Change
- E. Public Hearing- Application for Alcohol Beverage License- Red Robin - Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages & Wine- 202 Newnan Crossing Bypass- Reason: Personnel
- F. Public Hearing- Application for Alcohol Beverage License- Waypoint Watercrest, SL, LLC- Retail on Premise (Package) Sales of Malt Beverages & Wine- 285 Summerlin Blvd - Reason: Personnel
- G. Public Hearing- Application for Alcohol Beverage License - Race Trac, Inc. dba Race Trac #2573- Retail on Premise (Package) Sales of Malt Beverages & Wine - 2901 Newnan Crossing Blvd- Reason: Personnel & Business Name Change
- H. Hearing Regarding City of Newnan Code of Ordinances, Article V, Section 3-110, Alcoholic Beverages, action for suspension or revocation of beverage license #B-7150 Race Trac Petroleum dba Race Trac; Suzan Avies, Licensee
- I. The Newnan Police Department was awarded the State of Georgia Certification by the Georgia Association of Chiefs of Police. The last certification was awarded in 2018. Chuck Grover with GACP will be presenting a plaque for this award.
- J. To recognize the 2021 Newnan Citizen Academy Graduates
- K. Public Hearing - Zoning Regulations Text Amendments Articles 2 & 13
- L. Public Hearing - Request by owner to demolish structure that was constructed more than 50 years ago. Property address is 197 Greenville Street, assessed value of \$24,273.00.
- M. Consideration of a Contract Modification for Professional Consulting Services for Disaster Recovery and FEMA Public Assistance Contract with Goodwin Mills and Cawood

- N. Consideration of an Amendment to an Existing Agreement for Storm Related Emergency Concrete Repair Services.
- O. Consideration of First Amendment to an Intergovernmental Government Agreement with Coweta County and Explore Newnan- Coweta, Inc.
- P. 202 Greenville St - Request a public hearing on January 25, 2022 for structure.
- Q. Authorization to Enter into Easement Agreement between the City of Newnan and the owner of 22 Woodland Place
- R. Consideration of an Intergovernmental Agreement with Coweta County associated with Lower Fayetteville Road Project

**UNFINISHED BUSINESS**

- S. Consideration to Authorize staff to issue Request for Qualifications (RFQ) to identify a qualified development partner for 57 E. Broad St. redevelopment
- T. Applicant Request to Continue to January 25, 2022 City Council Meeting; Continuation of Public Hearing - Annexation Request for Annex2021-01 by Poplar 20-20, LLC; 42.20 ± acres on Poplar Road (Tax Parcel #s 087 2005 001, 087 2005 002 and 087 2005 003); Requested zoning of MXD (Mixed Use Development) for 350 multi-family units, 155 active adult senior units, 101 townhomes, 672,800 square feet of office space, a 140-key hotel, 75,200 square feet of retail/restaurant space and 4 parking decks - Consideration of Ordinances

**VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS**

**MOTION TO ENTER INTO EXECUTIVE SESSION**

- U. Motion to Enter into Executive Session

**ADJOURNMENT**



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

**CALL TO ORDER**

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

**PRESENT**

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

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

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

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

**MINUTES- WORK SESSION- NOVEMBER 9, 2021**

Motion by Councilman DuBose, seconded by Councilman Koritko to dispense with the reading of the minutes of the Work Session held on November 9, 2021 and adopt them as presented.

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

**APPOINTMENT- DEVELOPMENT AUTHORITY, 4 YEAR TERM**

Motion by Councilman Koritko, seconded by Councilman Alexander to re-appoint Jim Markel to the Development Authority.

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

**APPOINTMENT- KEEP NEWNAN BEAUTIFUL, 3 YEAR TERM**

Mayor Brady asked the Assistant City Manager to place Councilman Alexander's appointment on the next agenda.

**ANNUAL REPORT- PLANNING COMMISSION**

Proctor Smith introduced the members of the commission. There are tenures ranging from 2 years to over 20 years, it's a great group of people who are all very dedicated. He gave

an overview of the commission's responsibilities such as recommendations on rezoning's and annexations, approve Certificates of Appropriateness in the Downtown Design and Historic Residential Overlay Districts and approve design variations in certain zoning districts.

In 2021 they have had mostly Certificates of Appropriateness come before them as well as a few rezoning's, text amendments and 1 annexation. Mr. Smith provided a look at activity over the last 5 years. There has been an uptick with Certificates of Appropriateness mostly in the downtown central business district.

Future items for discussion include minimum housing standards for rezoning and annexation requests especially for higher density uses. They also want to look at how to ensure quality work force housing and updates to certain regulations and permitted materials.

**YOUTH COUNCIL ATTENDING**

Councilwoman Jenkins introduced the members of Newnan Youth Council in attendance; Rees Poulakos (Junior/ Heritage), Lauren Johnson (Junior/Heritage), Dabria Wells (Junior/East Coweta) and Stella Weaver (Sophomore/Newnan).

**CITY MANAGER**

Assistant City Manager recognized Mayor Brady's birthday.

**ANNEXATION REQUEST FOR ANNEX2021-02 BY ANDY CHANDLER, REPRESENTING LENNAR HOMES; 31.79 + ACRES AT 521 LOWER FAYETTEVILLE RD. (TAX PARCEL #087 5011 001); REQUESTED ZONING OF PDR (PLANNED DEVELOPMENT RESIDENTIAL)**

Applicant requested to postpone to future date.

**CONSIDERATION OF HOLIDAY PAY RESOLUTION**

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

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

**CONSIDERATION OF A RESOLUTION IN SUPPORT FOR EACH OF THE FIVE TRANSPORTATION PROJECTS FOR 2022 TRANSPORTATION IMPROVEMENTS PROJECT (TIP) PROJECT SOLICITATIONS**

Councilwoman Jenkins has had residents express concerns regarding the concept plan for Jackson St. She asked about the scope of the project and will this address the drainage issues that residents are concerned about?

Michael Klahr, City Engineer, explained that the Jackson St. project is a streetscape project similar to what has been done on Greenville St. and Clark and Temple. The project is preliminary for grant funding at this point and not at concept yet. It is comprehensive, more than just sidewalks. Problems with existing storm sewers, pavement, curbs, traffic calming measures have been identified and this would solve all of those issues.

Councilman Guillaume asked about the proposed roundabout at Sullivan and Lower Fayetteville Rd. and how that will solve the problem at that intersection? Mr. Klahr explained that GDOT required an Intersection Control Evaluation (ICE) and this showed the roundabout was the best alternative.

Councilman Koritko expressed concerns with widening Lower Fayetteville, only a temporary fix and will just move the bottleneck. Would it make more sense to widen from Grieson Trail to Shenandoah or Sullivan and then remove the part from there to Lora Smith Rd? Mr. Klahr stated that the traffic studies conducted determined the logical end point and where the 4 lanes would drop off.

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

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

**CONSIDERATION OF LIST OF STREETS PROPOSED FOR MAINTENANCE UNDER THE LOCAL MAINTENANCE IMPROVEMENT GRANT (LMIG)**

Councilman Alexander asked about W. Washington St. and Salbide and getting them added to be done. Mr. Klahr stated that the cost estimate on W. Washington St. would take up the entire LMIG budget so it would need to be a separate special project.

Motion by Councilman Koritko, seconded by Mayor Pro Tem Shell to approve the list of streets for LMIG as presented.

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

**PUBLIC HEARING – REQUEST BY OWNER (CITY) TO DEMOLISH STRUCTURE THAT WAS BUILT MORE THAN 50 YEARS AGO, 50 MURRAY STREET**

Mayor Brady opened one public hearing to cover all 4 properties on Murray Street.

Bill Stephenson, Chief Building Official stated that all 4 properties are similar, all built more than 50 years ago, all purchased and currently owned by the City of Newnan. The request is to demolish the houses in order to rebuild. There is no historical significance on any of the houses but they are all located in the Cotton Mill District.

Councilwoman Jenkins asked if all the houses have been looked at in detail and any way to save them, gut and rehab as opposed to demo? Mr. Stephenson explained that they

could all be rehabbed it just depends on cost. Costs estimates could be done. The assessed value on all of them exceed the tax records. Councilwoman Jenkins asked if the costs estimates should be looked at first before demolition? Mayor Brady posed the question to Council if they wanted to proceed with costs estimates and postpone the demolition. Council decided to continue the hearings for demolition.

**PUBLIC HEARING – REQUEST BY OWNER (CITY) TO DEMOLISH STRUCTURE THAT WAS BUILT MORE THAN 50 YEARS AGO, 53 MURRAY STREET**

Mr. Stephenson stated the roof on 53 Murray has been in disrepair for years.

Ms. Phyllis Hinton spoke, she has lived at 53 Murray St. for 17 years. She acknowledged there is damage to the property. She asked what the plan is for Murray St. and the houses there? The Mayor explained that if approved the resolution would be to demolish the properties and each would have a time frame to vacate.

City Attorney explained that when the properties were closed on the tenets were given 60 days to vacate and that time has expired. Council could choose to give more time to the tenets. Ms. Hinton acknowledged that she did receive the notice to vacate. Ms. Hinton stated she wishes to spend her last Thanksgiving and Christmas at the house.

**PUBLIC HEARING – REQUEST BY OWNER (CITY) TO DEMOLISH STRUCTURE THAT WAS BUILT MORE THAN 50 YEARS AGO, 54 MURRAY STREET**

Mr. Stephenson stated that this property is vacant now and the porch is very dilapidated.

**PUBLIC HEARING – REQUEST BY OWNER (CITY) TO DEMOLISH STRUCTURE THAT WAS BUILT MORE THAN 50 YEARS AGO, 65 MURRAY STREET**

Mr. Stephenson stated this property is currently occupied and the tenet has been given an extension to vacate through the end of December. The condition of the house is better than the others.

Councilman Alexander discussed waiting on the demolition until after the first of the year.

Mayor Brady closed the public hearing.

Mayor Brady stated that the intent of the City is to turn these lots over to the Newnan Urban Redevelopment Agency to bring contractors in to build appropriate housing. The lots will not be left vacant. The intent is to provide decent, livable, affordable housing.

Motion by Councilman Alexander, seconded by Councilman Guillaume to approve the request to demolish on or after January 31, 2022.

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

**CONSIDERATION OF 2022 STANDING AGREEMENTS AND CONSIDERATION OF FACILITY USE POLICY FOR PICKETT FIELD, C JAY SMITH PARK AND NEWNAN PICKLEBALL (HOP)**

Katie Mosley, Leisure Services Director, stated that not a lot is changing with the standing agreements and it's recommended to approve as scheduled. There was one spot that opened up at Howard Warner Gym and the Agape Love Dance team has taken that spot. The only other new request is for a spot at Wesley Street Gym that has opened and there is a group that would like to take that spot.

Motion by Councilman Alexander, seconded by Mayor Pro Tem Shell to approve the standing agreements for 2022.

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

Ms. Mosley explained that the second item is to approve the rental process for the 3 new parks; Pickett Field, C Jay Smith Park and Pickleball. There are standing agreements for Pickett Field, broken down into 3-month seasons.

Councilman Koritko asked if the rentals for Pickleball Association are free of charge or you have to be a member of the association? Ms. Mosley stated there is no charge and reservations are not required. The Newnan Pickleball Association operates free to the community and has certain time slots they have requested for different free clinics they offer.

Ms. Mosley stated there are no reservations being taken at C Jay Smith Park as the layout makes it difficult to do that. The skate park is available for large regional events but not for individual birthday parties etc.

Ms. Mosley stated that the request is for Council to approve the schedule and allow staff to put people in the spots and manage the times. If it fills up and there are more requests than can be accommodated then it would be brought back to Council every 3 months to decide.

Motion by Councilman Alexander, seconded by Mayor Pro Tem Shell to approve the facility use policy as presented for the new parks.

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

Councilwoman Jenkins thanked staff for all their hard work on these schedules, to help accommodate all the organizations. She also wanted to recognize the Newnan Outlaws Cobra Foundation as all of their cheerleading squads placed at competition last weekend.

Assistant City Manager also thanked the leisure services staff, 7 days a week, helping to usher people in and out of the facilities.

**CONSIDERATION OF RESOLUTION FOR 2022 CITY COUNCIL MEETING SCHEDULE**

Mr. Spencer Lewis asked Council to consider changing meeting dates as the Tuesdays sometimes conflict with County meetings. He also requested that all meetings to be at night.

Motion by Councilman Alexander, seconded by Mayor Pro Tem Shell to adopt the resolution as presented.

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

**2<sup>nd</sup> PUBLIC HEARING- ADOPTION OF AN UPDATE TO THE DEVELOPMENT IMPACT FEE ORDINANCE**

Mayor Brady opened the public hearing.

Chris Cole, Planner, stated that this is the required 2<sup>nd</sup> public hearing and it is requested that Council officially adopt the ordinance.

Mayor Brady closed the public hearing.

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

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

**REQUEST FROM NEWNAN TIMES HERALD TO SETUP TENT ON COURT SQUARE ON NOVEMBER 26<sup>TH</sup> FROM 10AM-6PM TO WRAP GIFTS FOR COWETA COMMUNITY FOUNDATION**

Ms. Beth Neely with the Newnan Times Herald was in attendance and stated that they would be setting up on the west side of Court Square across from The Alamo.

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to approve the request.

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

**REQUEST FROM ROTARY CLUB FOR LET FREEDOM RING FIREWORKS JULY 2022**

Motion by Councilman DuBose, seconded by Mayor Pro Tem Shell to approve the request.

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

**EXECUTIVE SESSION**

**MOTION EXECUTIVE SESSION**

Motion by Mayor Pro Tem Shell, seconded by Councilman Koritko that we now enter into closed session as allowed by O.C.G.A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing real estate and legal issues and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 7:23pm.

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

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

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

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

**AGUAYO CLAIM**

Motion by Councilman Alexander, seconded by Councilman Koritko to deny the claim.

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

**ADJOURNMENT**

Motion by Councilman Alexander, seconded by Councilman Koritko to adjourn the Council meeting at 7:30pm.

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

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

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

# APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Cevicheria 05 LLC**

Licensee: **Mariano Garcia**

License Representative: **Stephanie C Partidas**

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

Location: **1111 Lower Fayetteville Rd. Ste 300**

## TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

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

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

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

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

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

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

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

Application - Beverage License



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

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

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

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

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(7) A publisher's affidavit (has) been filed showing the notice requirement (has) been complied with. (Sec 3-40 (a))

(8) An affidavit from the applicant certifying posting of the proposed premises (has) been filed. (Sec. 3-40(b))

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE AND NAME CHANGE

Name: **From: Shree Satyam, Inc. dba Chevron Food Mart**  
**To: Exclusive 004, Inc. dba Chevron**

Licensee: **From: Vinu D. Kaswala**  
**To: Riyaz H. Samnani**

License Representative: N/A

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

Location: **24 Bullsboro Dr.**

## TO THE CITY COUNCIL: REASON – PERSONNEL & BUSINESS NAME

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

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

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(8) An affidavit from the applicant certifying posting of the proposed premises (has) been filed. (Sec. 3-40(b))

N/A

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **Red Robin America's Gourmet Burgers & Spirits**

Licensee: **Michael L. Kaplan**

License Representative: **From: Scott Jacobson  
To: Christopher Collins**

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

Location: **202 Newnan Crossing Bypass**

## **TO THE CITY COUNCIL: REASON - PERSONNEL**

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Respectfully submitted,

Megan Shea  
City Clerk

# **APPLICATION FOR ALCOHOL BEVERAGE LICENSE TRANSFER AND NAME CHANGE**

Name: **Waypoint Watercrest, SL, LLC**

Licensee: **Joan T. Williams**

License Representative: **From: Leisa Cawthon  
To: Mary Trenton Griffies**

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

Location: **285 Summerlin Blvd**

## **TO THE CITY COUNCIL: REASON – PERSONNEL**

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

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

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Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **From: Race Trac Petroleum, Inc.**  
**To: Race Trac, Inc. dba Race Trac #2573**

Licensee: **From: Suzan Avies**  
**To: Nicole Susan Heller**  
License Representative: N/A

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

Location: **2901 Newnan Crossing Blvd**

## **TO THE CITY COUNCIL: REASON – PERSONNEL & BUSINESS NAME**

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

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

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N/A

Respectfully submitted,

Megan Shea  
City Clerk



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# The City of Newnan, Georgia

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November 8, 2021

**CERTIFIED RETURN RECEIPT REQUESTED**  
**#7013 2250 0001 4976 3354 and REGULAR MAIL**

TO: Race Trac Petroleum, Owner  
Attn: Licensing  
Store: 2901 Newnan Crossing  
200 Galleria Parkway, Suite 900  
Atlanta, Georgia 30339

**CERTIFIED RETURN RECEIPT REQUESTED**  
**7013 2250 0001 4976 3361 and REGULAR MAIL**

TO: Suzan Avies, Licensee  
2 Bethany Bay  
Newnan, Georgia 30265

**VIA: HAND DELIVERY**

TO: Suzan Avies, Licensee  
Race Trac #2573  
2901 Newnan Crossing Boulevard  
Newnan, Georgia 30265

**VIA EMAIL: [kbaker@taylorenghish.com](mailto:kbaker@taylorenghish.com)**

Kyle Baker, Esq.  
Taylor English Duma, LLP  
1600 Parkwood Circle, Suite 200  
Atlanta, Georgia 30339

RE: Alcoholic Beverages Beer/Wine/Package Sales  
On Premise Consumption  
License # B-7150  
Issued 1/1/2021 Expiration Date: 12/31/2021

**NOTIFICATION OF RESCHEDULED HEARING**

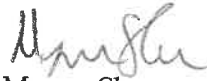
At the request of your attorney, Kyle Baker, you are hereby notified that the hearing that was scheduled before the City Council on Tuesday, November 9, 2021 at 2:30 p.m., in the Richard A. Bolin Council Chambers at City Hall, 25 LaGrange Street on the matter of the grounds for the suspension or revocation of your City alcoholic

Race Trac Petroleum, Owner, Attn: Licensing  
Suzan Avies, Licensee  
c/o Kyle Baker, Esq  
November 8, 2021  
Page -2-

beverage license, has been rescheduled to December 14, 2021 at 6:30 p.m. at the above referenced location at which time a recommendation may be made at that time to place on probation or to suspend or to revoke your license to the City Council. Please be advised that you and/or your counsel will have the opportunity to address the City Council at this hearing.

If you have any questions regarding this matter, please feel free to contact me at the City Clerk's office, 25 LaGrange Street, or at (770) 253-2682.

Sincerely,



Megan Shea  
City Clerk, City of Newnan

cc: Mayor and Members of City Council  
✓ Cleatus Phillips, City Manager  
Chief, Brent Blankenship, Newnan Police Dept.  
Katrina Cline, Director of Finance  
C. Bradford Sears, Jr., City Attorney

Secs. 3-102—3-109. - Reserved.

ARTICLE V. - SUSPENSION, REVOCATION AND PROBATION OF LICENSES; DUE PROCESS; HEARING

Sec. 3-110. - Grounds for suspension or revocation; notice; hearing; bond for reinstatement.

- (a) Any license which has been issued or which may hereafter be issued by the city may be suspended or revoked for due cause as hereinafter defined. "Due cause," for purposes of this section shall include, but not be limited to:
- (1) Arrest or conviction (to include a plea of nolo contendere) by local, state or federal authorities of the licensee, licensee representative or any employees of the licensee for any felony, or any misdemeanor of a crime opposed to decency and morality, or any law, regulation or ordinance involving beverage alcohol, gambling, or tax law violations;
  - (2) Citations issued by local, state or federal authorities to the licensee, licensee representative or any employees of the licensee for violations of any part of this chapter or any regulation pertaining to state or federal licensing of the possession, sale or distribution of beverage alcohol;
  - (3) Suspension or revocation of any state license required as condition for the possession, sale or distribution of beverage alcohol;
  - (4) Material falsification of any fact given in application for a license issued under this article or bearing upon the licensee's qualification therefor; any act which may be construed as a subterfuge in an effort to circumvent any requirement for a license under this article shall be deemed a violation of the requirement attempted to be circumvented.
  - (5) The licensed business fails to properly account for, file, report and maintain any records or remit or pay any renewal license fee imposed, sales taxes, or excise taxes required under the city ordinances.
  - (6) Any other factors known to the licensing authority whereby it is objectively shown the licensee, by reason of business experience, financial standing, trade association, personal association, record of arrests, or reputation in any community in which he has resided, is not likely to maintain the operation for which he is licensed in conformity with federal, state or local laws.

With respect to this section, it shall be rebuttably presumed that the violative act was done with the knowledge or consent of the licensee; provided, however, that such presumption may be rebutted only by evidence which precludes every other reasonable hypothesis save that such licensee did not know, assist or aid in such occurrence or prevented such activity.

- (b) Action to place on probation, suspend, revoke and/or fine a license shall be commenced by the city clerk making written recommendation to the city council, and giving written notice to the licensee, either by certified mail, return receipt requested, or by personal service upon licensee or his agent at the licensed location stating the grounds therefor, and the date, time and place such matter will be heard by the city council. Notice shall be served at least ten days prior to the hearing. Included in the notice shall be an advertisement of the licensee's right to be heard before the council. The licensee requiring subpoenas to compel the attendance of witnesses or documents at the hearing shall file a written request with the city manager at least five days prior to the hearing. Hearings may be continued for good cause only.
- (c) All final decisions to place on probation, suspend, revoke and/or fine a license shall be made by the city council, in writing with the reasons therefor stated. Notice of a final decision shall be given the licensee within three business days.

licensee. The licensee may be represented by legal counsel, may confront and witnesses, and shall have the right to call witnesses and present evidence in his behalf. A hearing record shall be made in writing by the city; however, either party may arrange for transcription by a court reporter at his sole expense. Hearings shall be held by the mayor who shall preserve order and rule upon all matter of evidence. Irrelevant, immaterial and unduly repetitious evidence shall be excluded.

- (e) Upon the second suspension or revocation of a license within any five-year period, as a prerequisite or reinstatement of the license, the licensee, in addition to the requisite fees assessed under this article, shall post a surety bond payable to the City of Newnan, the amount of \$5,000.00, conditioned upon the licensee maintaining the operation of the business which he is licensed in conformity with all federal, state and local laws, ordinances, rules and regulations. Upon any subsequent act giving due cause for suspension or revocation of the license, the bond shall be forfeited and license shall be revoked.
- (f) Notwithstanding the options available to the city council to place on probation, suspend or revoke a license as set forth hereinabove, the city council may, in addition to placing on probation, suspending or revoking, in its discretion levy a fine upon the licensee in an amount not to exceed \$1,000.00 per violation.

(Ord. No. 96-8, § I, 4-9-96; Ord. No. 17-4, § II, 3-28-17.)

Secs. 3-111—3-119. - Reserved.

#### ARTICLE VI. - TAXATION OF PACKAGE SALES

Sec. 3-120. - Excise tax report; penalty for failure to file; payment.

- (a) In addition to the annual retail license fee required for the sale of alcoholic beverage, there is hereby levied and imposed upon all wholesale dealers selling malt beverages within the city a specific excise tax in the amount of \$0.004166 per ounce on malt beverages sold by each wholesale dealer except when malt beverages are sold in individual containers of a capacity of 15½ gallons or more, the excise tax shall be \$6.00 per 15½-gallon container, or if the container is larger than 15½ gallons, the tax shall be proportioned at the rate of \$0.387 per each additional gallon or portion of a gallon capacity of the container.
- (b) An excise tax is hereby imposed on wine sold within the limits of the city at the rate of \$0.22 per liter.
- (c) Each wholesale dealer selling malt beverages within the corporate limits shall file a report by the tenth day of each month showing for the preceding calendar month the exact quantities of malt beverages, by size and type of container, constituting a beginning and ending inventory for the month, sold within the corporate limits. Each wholesale dealer shall remit to the city on the tenth day for the month succeeding the calendar month in which such sales were made, the amount of excise tax due in accordance with the section.
- (d) No decal, stamp or other identifying marking shall be required on malt beverages sold within the corporate limits.
- (e) The excise tax provided for in this section shall be in addition to any license fee, occupation tax or other charge which now or in the future be imposed upon the business of selling malt beverages or wines at retail or wholesale, within the city.
- (f) The failure to make a timely report and remittance shall render a wholesale dealer liable for a penalty of ten percent of the total amount due during the first 30-day period following the date such report and remittance were due and a further penalty of ten percent of the amount of such remittance for each successive 30-day period or any portion thereof, during the period of delinquency.



**NEWNAN**  
GEORGIA

## City of Newnan, Georgia – Mayor and Council

Date: December 14, 2021

Agenda Item: 2021 Newnan Citizen Academy Graduates

Prepared by: Ashley Copeland, Communications Manager

Presented by: Hasco Craver, Assistant City Manager

**Purpose:** To recognize the 2021 Newnan Citizen Academy Graduates

**Background:** Each year, the city of Newnan provides a free, course program “Newnan Citizen Academy” to city residents, business owners and/or property owners over the age of 18 to educate, inform and engage them in the local government operations and processes. It is an intensive, hands-on program on departmental operations and how critical decisions are made that affect the quality of life in Newnan. Participants are given the opportunity to tour City facilities and hear directly from department managers, professional staff and elected officials.

2021 Graduates:

- Brenda Shelton
- Carol Tucker
- Hwaja Joo
- Jamine Rooks
- Kevin Barbee
- Kristyn Eller
- Louis James “Jim” Alrutz
- Lynda Glover
- Monica Jones
- Neen Alrutz
- Robert Smith
- Robert Vaughan
- Spencer Lewis
- Theresa River
- Tommy Amoroso
- Vanessa Shearman

# 2021 Newnan Citizen Graduates & Program Update

December 14, 2021  
Newnan City Council Meeting



**NEWNAN**  
GEORGIA

# 2021 Class in Review

- 16 participants were featured in this year's Academy
- 11 course program from August – November
- 37 hours of curriculum and learning





# 2021 Newnan Citizen Academy



# 2021 Graduates

- Brenda Shelton
- Carol Tucker
- Hwaja Joo
- Jamille Rooks
- Kevin Barbee
- Kristyn Eller
- Louis James "Jim" Alrutz
- Lynda Glover
- Monica Jones
- Neen Alrutz
- Robert Smith
- Robert Vaughan
- Spencer Lewis
- Theresa River
- Tommy Amoroso
- Vanessa Shearman

**Interested in participating in the  
2022 Newnan Citizen Academy?**

Stay tuned for more information on  
registration for the 2022 Newnan  
Citizen Academy!



# City of Newnan, Georgia - Mayor and Council

Date: December 14, 2021

Agenda Item: Public Hearing – Zoning Regulations Text Amendments to Articles 2 & 13

Prepared By: Dean Smith, Planning and Zoning Department

**Purpose:** Conduct a public hearing on proposed amendments to zoning ordinance Articles 2 & 13 pertaining to the retail sale of distilled spirits, more commonly referred to as Package Stores.

**Background:** In August 2021, the Mayor and City Council adopted revisions to the City of Newnan’s Code of Ordinances, Chapter 3 Alcoholic Beverages to allow for the retail sale of distilled spirits with certain restrictions. Following the public referendum vote on November 2, 2021, the process has begun on accepting applications for package store retailers. Currently, the zoning ordinance prohibits the establishment of package stores in the city limits of Newnan. The proposed zoning ordinance amendments being offered forth at this hearing seeks to bring our zoning ordinance into sync with the prior changes to the Code of Ordinances that were approved by the Mayor and Council in August of this year.

The City of Newnan’s Planning Commission held a public hearing on November 9, 2021 regarding the proposed zoning text amendments. At the conclusion of the public hearing, the Planning Commission adopted a motion to move the proposed zoning changes forward to the Mayor and City Council with a favorable recommendation to consider adopting the proposed changes.

The proposed new language is **bold and yellow highlighted**.

Article 2 – Highlights the areas where such uses will be allowed by Chapter 3 of the City’s Code of Ordinances. – as “Allowed with Restrictions”. This section also references the user to refer to Article 13, Section 13-6 (R) where they can learn more information..

**Table 2-B: Principal Uses Allowed by Zoning District**

Use Groups ↓ * = Residual Zoning Districts	Zoning Districts →	RS-20	RS-15	RU-7	RU-1	RU-2 *	RML	RMH	PDR	PDC *	OI-1	OI-2	PDO	CUN	CCS	CBD	CGN	CHV	ILT	IHV	For Restrictions, see Sec.:	See also Accessory Use Table	
KEY TO TABLE: A = Allowed Use; A/R = Allowed with Restrictions; S = Special Exception																							
Nurseries and greenhouses, commercial and wholesale		--	--	--	--	--	--	--	--	A/R	--	--	--	--	--	--	--	A/R	A/R	A/R	A/R	3-50	
6.400 Food and Beverage Stores																							
Bakery		--	--	--	--	--	--	--	--	A	--	--	--	A	A	A	A	A	A	A	A		✓
Butcher shop, meat market, or fish market		--	--	--	--	--	--	--	--	A	--	--	--	A	A	A	A	A	A	A	A		✓
Candy Store		--	--	--	--	--	--	--	--	A	--	--	--	A	A	A	A	A	A	A	A		✓
Convenience stores, no fuel pumps		--	--	--	--	--	--	--	--	A	--	--	--	A	A	A	A	A	A	A	A		
Farmers market		--	--	--	--	--	--	--	--	A	--	--	--	A	A	A	A	A	A	A	A		
Food store, specialty		--	--	--	--	--	--	--	--	A	--	--	--	A	A	A	A	A	A	A	A		
Grocery store		--	--	--	--	--	--	--	--	A	--	--	--	A	A	A	A	A	A	A	A		
Growler Retail Package Dealer Establishments		--	--	--	--	--	--	--	--	A	--	--	--	A	A	A	A	A	A	A	A		
<b>Package stores</b>		--	--	--	--	--	--	--	--	<b>A/R</b>	--	--	--	--	<b>A/R</b>	--	<b>A/R</b>	--	--	--	--	<b>13-6(R)</b>	
6.500 Health and Personal Care Stores																							

Article 13 – Definitions – two proposed changes. One to direct a user to the correct definition – A user reading “Package Store” will be referred to “Retail Sale, Distilled Spirits”

**P**

**PACKAGE STORE – see Retail Sale, Distilled Spirits**

PARCEL. A continuous lot or tract of land in the possession of or owned by, or recorded as the property of, the same person or persons.

~~PARK. Any public or private land available for recreational, educational, cultural, or aesthetic~~

**RETAIL SALES, DISTILLED SPIRITS – reference Chapter 3 of the City of Newnan’s Code of Ordinances for restrictions and stipulations pertaining to the establishment and operation of distilled spirits retail establishment, with the exception of parking standards located in Article 7 of the City’s Zoning Ordinance.**

RETAIL SALES, OUTDOOR. The display and sale of products and services primarily outside of a building or structure, including vehicles, garden supplies, gas, storage buildings, food and beverages, boats and aircraft, farm equipment, motor homes, burial monuments, building and landscape materials, and lumber yards.

**RETAIL SALES, DISTILLED SPIRITS – reference Chapter 3 of the City of Newnan’s Code of Ordinances for restrictions and stipulations pertaining to the establishment and operation of distilled spirits retail establishment, with the exception of parking standards located in Article 7 of the City’s Zoning Ordinance.**

RETAIL SALES, OUTDOOR. The display and sale of products and services primarily outside of a building or structure, including vehicles, garden supplies, gas, storage buildings, food and beverages, boats and aircraft, farm equipment, motor homes, burial monuments, building and landscape materials, and lumber yards.

This directs the user to look in the Code of Ordinances for the restrictions and conditions for establishing a package store, without having to duplicate the language.

**Recommendation:** Approve the text amendments to the Zoning Regulations as presented.

**Previous Discussion with Council:** None

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE  
OF THE CITY OF NEWNAN, GEORGIA BY ADOPTING CERTAIN  
TEXT AMENDMENTS TO PROVIDE FOR RETAIL SALES, DISTILLED  
SPIRITS; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan has certified the results of the November 2, 2021 referendum in which the electors of the City of Newnan approved the sale of distilled spirits within the corporate limits of the City and has discussed the need to provide 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, in order to provide for a package store for the sale of distilled spirits as a permitted use in certain zoning districts in the City of Newnan and referred the issue to the Planning Commission for consideration and recommendation of certain text amendments to the City's Zoning Ordinance; 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 14th day of December, 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 to provide for a package store for the sale of distilled spirits as a permitted use in certain zoning districts in the City of Newnan.

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 be and is hereby adopted as follows:

Section I. Zoning Ordinance, Article 13 Amendments.

**Article 13, Interpretation and Definitions, Section 13-6** is hereby amended as follows:

1. Under heading “P” on page 13-32, a new category and definition for Package Store – see Retail Sale, Distilled Spirits is hereby adopted.

2. Under heading “R” on page 13-37, a new category and definition for Retail Sales, Distilled Spirits, is hereby adopted to read as follows:

**Retail Sales, Distilled Spirits** – reference Chapter 3 of the City of Newnan’s Code of Ordinances for restrictions and stipulations pertaining to the establishment and operation of distilled spirits retail establishment, with the exception of parking standards located in Article 7 of the City’s Zoning Ordinance.

Section II. **Zoning Ordinance, Article 2, Division IV, Table 2-B, Sec. 6.40, Food and Beverages Amendments.**

Article 2, Division IV, Table 2-B Section 6.40 Food and Beverage is hereby amended by adding a new category, Package Stores, as a permitted A/R use in the PDC, CCS and CGN Zoning District with restrictions per Sec. 13-6 (R).

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

Section IV. 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 V. 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:

\_\_\_\_\_  
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: December 14, 2021

Agenda Item: Public Hearing - Request Demolition of 197 Greenville Street

Prepared by: Bill Stephenson, Chief Building Official

**Purpose:** Public Hearing - Request by owner to demolish structure that was built more than 50 years ago - the property address is 197 Greenville Street.

**Background:** None

**Funding:** No funding requirements

### **Ordinance Considerations:**

- a. **Historical significance:** This structure is not in an historical area, and was not included in the historical survey that was conducted in 1993.

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 are aware of the date of the public hearing.

- b. **Effect of demolition:** the property has adequate clear space in order to be demolished without disturbing other structures.
- c. **Reasonable preservation of structure, value vs. cost:** the cost of renovating the structure exceeds 50% of the assessed value of \$24,273, which meets ordinance eligibility criteria for the City's substandard housing rehab or demolish resolution.
- d. **The property rights of the owner.**
- e. **Denying demolition hardship to owner.**

**Previous Discussion with Council:** None.



**DEMOLITION PERMIT APPLICATION**

**Building Department**  
25 LaGrange Street  
Newnan, GA 30263  
Ph. 770-254-2362 Fax 770-254-2361  
Email – pstrickland@cityofnewnan.org



Date of Application: 11-12-2021

Subject Property Address: 197 Greenville St.  
Number and Street Subdivision

Applicant Name and Contact #: Kevin Jolley 678-416-0046  
Name Contact Phone Number

Owner Name and Contact #: Jolley Investments LLC 678-416-0046  
Name Contact Phone Number

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

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

Zoning Representative Sign-off \_\_\_\_\_

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

[Handwritten Signature]  
Signature of Applicant

11-12-2021  
Date Signed

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

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

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

DECEMBER 14, 2021 @ 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.



**Summary**

Parcel Number N47 0001 016  
 Location Address 197 GREENVILLE ST  
 Legal Description H/L 197 GREENVILLE ST  
 (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 26.876  
 Acres 0.4  
 Neighborhood UL-Newnan HS-Newnan City Secondary (223069)  
 Homestead Exemption No (S0)  
 Landlot/District N/A

[View Map](#)

**Owner**

[JOLLEY INVESTMENTS LLC](#)  
 147 AVALON WAY  
 SHARPSBURG, GA 30277

**Land**

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	Res-Newnan City Secondary	Acres	17,250	75	230	0.4	1

**Residential Improvement Information**

Style 1 Family (Detached)  
 Heated Square Feet 1408  
 Interior Walls Sheetrock  
 Exterior Walls Asbestos/Composition  
 Foundation Crawl/Masonry  
 Attic Square Feet 0  
 Basement Square Feet 0  
 Year Built 1957  
 Roof Type Asphalt Shingle  
 Flooring Type Carpet/Hrdwd  
 Heating Type Baseboard  
 Number Of Rooms 0  
 Number Of Bedrooms 3  
 Number Of Full Bathrooms 1  
 Number Of Half Bathrooms 1  
 Number Of Plumbing Extras 2  
 Value \$24,273  
 Condition Average  
 House Address 197 GREENVILLE

**Accessory Information**

Description	Year Built	Dimensions/Units	Identical Units	Value
Homesite Imp: 3 Avg	2017	0x0 / 1	1	\$5,000

**Sales**

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
5/5/2020	5042 772		\$70,000	QUALIFIED IMPROVED	JOES INVESTMENTS LLC	JOLLEY INVESTMENTS LLC
5/1/2020	5039 582		\$0	UNQUALIFIED IMPROVED	JOLLEY INVESTMENTS LLC	JOES INVESTMENTS LLC
2/7/2011	3647 39		\$0	UNQUALIFIED MULTIPLE	MC CULLOUGH JUSTIN & CHAD TRUST	JOES INVESTMENTS LLC
2/7/2011	3647 31		\$0	UNQUALIFIED MULTIPLE	STEPHENS JOEY TRUST	JOES INVESTMENTS LLC
2/7/2011	3647 23		\$0	UNQUALIFIED MULTIPLE	COLLINS ANGIE S TRUST	JOES INVESTMENTS LLC
1/1/2011	3645 118		\$0	UNQUALIFIED MULTIPLE	STEPHENS JOE D JR	COLLINS ANGIE S TRUST
1/1/2011	3645 110		\$0	UNQUALIFIED MULTIPLE	STEPHENS JOE D JR	MC CULLOUGH JUSTIN & CHAD TRUST
1/1/2011	3645 102		\$0	UNQUALIFIED MULTIPLE	STEPHENS JOSEPH D JR	STEPHENS JOEY TRUST
2/15/1991	599 503		\$60,000	UNKNOWN STATUS		STEPHENS JOSEPH D JR
1/31/1982	334 837		\$0	UNKNOWN STATUS		DINGLER ANNIE JEANNE

**Valuation**

	2021	2020	2019	2018	2017
Previous Value	\$63,273	\$70,340	\$70,340	\$70,340	\$70,340
Land Value	\$34,000	\$34,000	\$26,534	\$26,534	\$26,534
+ Improvement Value	\$24,273	\$24,273	\$43,806	\$43,806	\$43,806
+ Accessory Value	\$5,000	\$5,000	\$0	\$0	\$0
= Current Value	\$63,273	\$63,273	\$70,340	\$70,340	\$70,340

**Assessment Notices 2019**

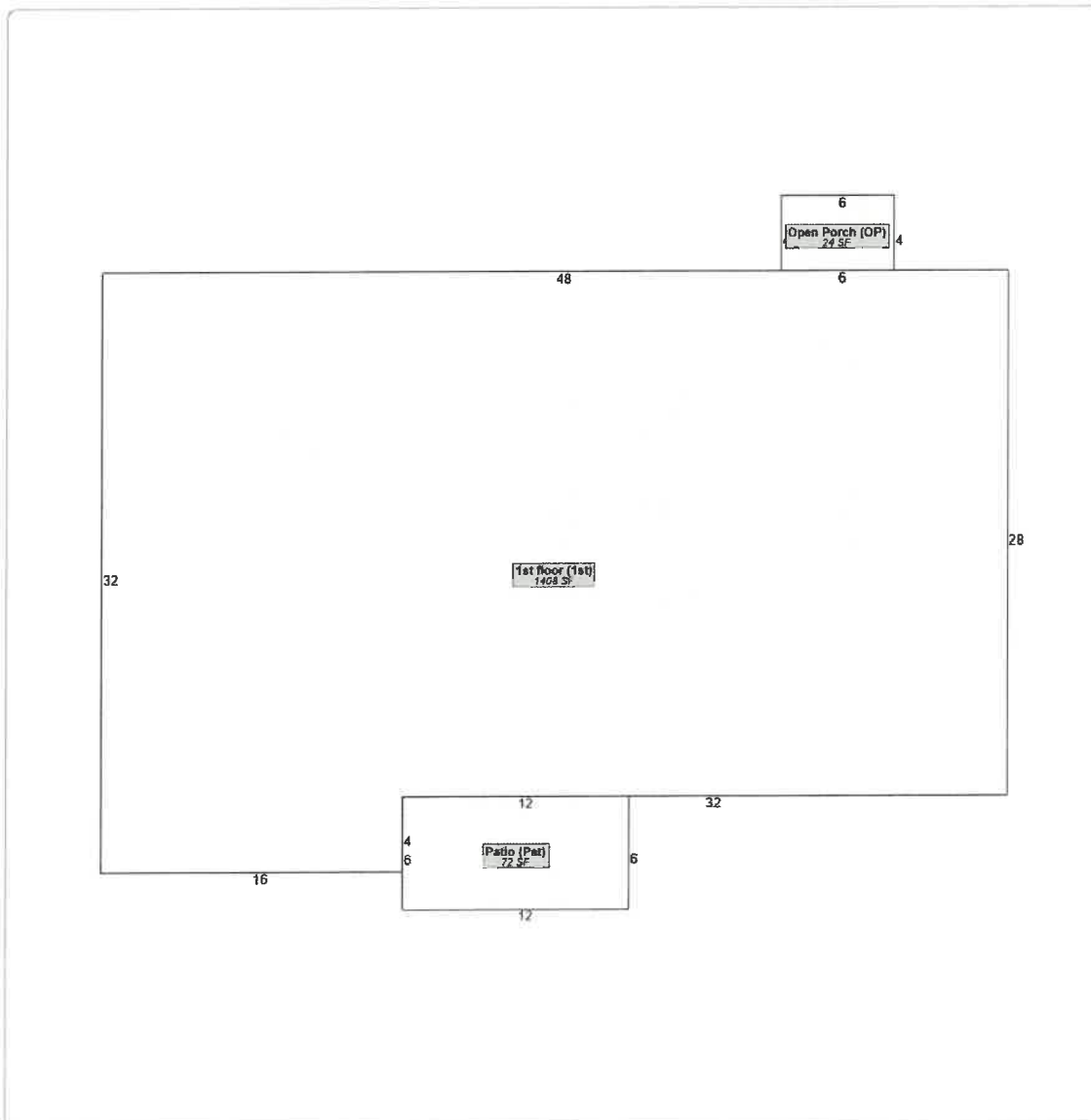
36197 (PDF)

**Assessment Notices**

2020 (PDF)

2021 Assessment Notice (PDF)

**Sketches**



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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Version 2.3.164







197 Greenville St.



197 GREENVILLE ST





## City of Newnan, Georgia - Mayor and Council

Date: December 14, 2021

Agenda Item: Consideration of a contract modification for Professional Consulting Services for Disaster Recovery and FEMA Public Assistance Contract with Goodwin Mills and Cawood

Prepared By: Ray Norton, Public Works Director

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**Purpose:** Newnan City Council may consider a contract modification to Goodwin Mills and Cawoods' Professional Consulting Services for Disaster Recovery and FEMA Public Assistance contract to provide services related to Newnan's USDA/NRCS Grant award.

**Background:** On June 22, 2021 the City applied for Federal funding assistance to remove debris in waterways that were caused by the March 2021 Tornado. This application was approved on November 11, 2021. The funding will come from USDA's Emergency Watershed Protection Program administered by the National Resource Conservation Service. 189 parcels have been identified as being eligible for assistance.

As a result of this award, the City requested Goodwin Mills and Cawood to amend their scope of services of their existing Professional Consulting Services for Disaster Recovery and FEMA Public Assistance contract to aid with USDA's Emergency Watershed Protection Program. This contract amendment has a do not exceed amount of \$80,000. The amount funded by USDA/NRCS is \$664,125.

It is anticipated that an RFP will be released in early December of 2021 for a Debris Removal Contractor for this project.

**Funding:** NRCS/USDA/General Fund

**Attachment:**

- 1.Task Order #2 from Goodwin Mills and Cawood
2. Goodwin Mills and Cawood Professional Consulting Services for Disaster Recovery and FEMA Public Assistance contract
3. Award from USDA/NRCS

**Recommendation:** City Staff recommends that the Newnan City Council consider approving Task Order #2 from Goodwin Mills Cawood to provide professional consulting services for disaster recovery and FEMA public assistance.

**Previous Discussion with Council:** Newnan City Council has received numerous updates related to the City's response to the March 26, 2021 event.

## AGREEMENT FOR DISASTER RECOVERY & FEMA PUBLIC ASSISTANCE

THIS AGREEMENT, made and entered into this 11 day of May, 2021, by and between the CITY OF NEWNAN, GEORGIA, hereinafter referred to as the **City**, and GOODWYN, MILLS & CAWOOD, LLC, hereinafter referred to as the **Consultant**, for one (1) year with the option to renew for four (4) consecutive one (1) year periods, under the same terms and conditions.

WHEREAS, the City desires to have professional services and consultation performed relative to General Disaster Recovery Work, which will consist of professional services for projects that do not require preparation of construction documents for public bid;

WHEREAS, Consultant has the necessary skills, experience, and resources to perform the necessary services and the City has so determined to engage Consultant for same pursuant to a competitive procurement process;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the City and Consultant do agree, each with the other, as follows:

### ARTICLE 1. Basic General Disaster Recovery Services.

Consultant shall provide management, administrative, and legal support of program activities as needed to recover costs under the Federal Emergency Management Agency (FEMA)'s Recovery Programs and assist with project development. Services shall include those services set out in the City's Request For Proposals dated April 7, 2021 and all addenda thereto and the following:

- Phase I: Scoping and Planning
  - Work with the City to identify eligibility & track costs that are eligible for reimbursement for the City of Newnan, GA
  - Attend applicant briefings and kickoff meetings
  - Attend site visits with FEMA and state representatives, as necessary
  - Review procurement procedures for compliance with federal, state and local procurement regulations
  - Provide guidance with all document reporting requirements
- Phase II: Project Formulation & Project Worksheet Preparation
  - Prepare and coordinate the development of summaries of documentation to support Project Worksheets (PW's) and versions submitted for the City
  - Assist the City in responding to FEMA document requests and questions
  - Provide technical support on documentations and compliance requirements, including environmental issues, historical preservation issues, and strategic approaches to Section 404 and 406 mitigation grants
  - Provide strategic assistance to address unique needs that are not satisfied by routine disaster assistance programs and assist with FEMA reimbursement for Alternate and Improved Projects
  - Work with and provide oversight to departments as needed to assist the City through the process
  - Prepare the City personnel for meetings and attend meetings as needed with FEMA, State and other funding agencies
  - Attend periodic status meetings with the City as requested.
- Phase III: Appeals and Closeout
  - Review appropriate documentation for justification of project extension, if needed
  - Review compliance with contracting requirements
  - Review compliance with procurement regulations
  - Prepare and file any appeals deemed necessary by the City in accordance with FEMA regulations
  - Identify procedures to detect improper payments, expenses, and contracts that could result in refunds of de-obligations
  - Reconcile all Large Projects and prepare closeout packages for FEMA

## **ARTICLE 2. Partners**

- Baker Donelson for FEMA related Legal Support

## **ARTICLE 3. Responsibilities of the City**

The City agrees to provide Consultant with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The City shall provide all criteria and complete information as to the City's requirements for the Project and shall furnish all design and construction standards which the City will require to be included in any reports.
- 3.2 The City will assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property to perform surveying, testing and other data collection as required for Consultant to perform services under this Agreement. City shall appoint and designate in writing a person to act as City's site access representative for such purpose, and shall include contact information for the individual so designated.
- 3.5 Designate, in writing, a single person to act as the City's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.6 The City shall provide such accounting; independent cost estimating and insurance counseling services as may be required for the Project. The City shall also provide such legal services as the City may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the Consultant to carry out its obligations under this Agreement. It is expressly understood and agreed that the Consultant itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

## **ARTICLE 4. Compensation**

- 4.1 For General Consulting Services, the City will pay Consultant based on an hourly basis as set forth in Exhibit "A", Goodwyn, Mills and Cawood, LLC Rate and Fee Schedule. Exhibit "A" shall be periodically amended, as mutually agreed, to reflect changes in Goodwyn, Mills and Cawood, LLC Rate and Fee Schedule. Fees shall be paid in monthly installments.
- 4.2 Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to City, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

## **ARTICLE 5. Relationship of the Parties**

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The Consultant is a professional corporation and is not an agent or employee of City for any purpose. The Consultant cannot and will not represent that he has the authority to bind City in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it

is understood that Consultant may serve as the City's representative with full authority to participate therein as designated in Article 1, above.

- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.
- 5.4 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partner s, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the City nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates, consultants, subcontractors, and vendors as the Consultant may deem appropriate to assist in the performance of services hereunder, following a request to City to consent thereto, which consent City will not unreasonably refuse.
- 5.6 Consultant may employ such independent professional associates, consultants, subcontractors, and vendors as the Consultant may deem appropriate to assist in the performance or furnishing of services under this Agreement upon the consent of City, which consent City shall not unreasonably refuse. Consultant shall not be required to employ any consultant unacceptable to Consultant.
- 5.7 Consultant agrees to indemnify, and save City, its officers, agents and employees harmless from any and all claims for losses, liabilities, damages, claims, demands, suits, actions, proceedings, and expenses, including court costs and reasonable attorney's fees arising from the negligent acts or omissions of the Consultant.

#### **ARTICLE 6. Ownership and Use of Project Documents**

- 6.1 All documents are instruments of service in respect to the Services, and Consultant shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user' s sole risk.
- 6.3 City may make and retain copies of documents for information and reference in connection with the services by City. Such documents are not intended or represented to be suitable for reuse by City or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's consultants. City shall indemnify and hold harmless Consultant and Consultant's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

**ARTICLE 7. Liability and Indemnity**

- 7.1 The Consultant will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the Consultant .
- 7.2 City may not utilize Consultant's cost estimate after thirty calendar days from the date of delivery to City without Consultant's written consent. Estimates of cost are made on the basis of the Consultant's experience, qualifications, and professional judgment, but since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Consultant cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by Consultant. Approvals, recommendations, estimates and decisions by the Consultant are made on the basis of the Consultant's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement. Except for claims made pursuant to 5.7 above, Consultant's liability to City of Newnan shall not exceed the contract price for the specific goods and services upon which the claim is based, except for claims covered by insurance.
- 7.4 Any and all liability resulting from conditions not created or caused to be created by the Consultant shall not be the liability of the Consultant.

**ARTICLE 8. Termination**

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due Consultant at such time shall be computed upon applicable terms of Article 4, the amount of work completed by Consultant as of the termination date and Consultant's reasonable cost of winding down its services after termination.

**ARTICLE 9. Insurance**

- 9.1 The Consultant shall take out and maintain, and shall require any subcontractor to take out and maintain, throughout the period of this Agreement, including any work or service conducted as a result of said Agreement, insurance of the following minimum types and amounts to protect the Consultant and City:
  - 9.1.1 Commercial General Liability Insurance, including Contractual Liability, Completed/Products, and Consultants Protective Liability, if subcontractors are used, with limits for Bodily Injury, including Death and Property Damage, in the amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate and Products/Comp Aggregate. City of Newnan should be named as an ADDITIONAL INSURED as per CG20 10 or equivalent and per CG20 37 or equivalent.
  - 9.1.2 Automotive Liability including Owned, Non-owned and Hired Vehicles: Limits for Bodily Injury in the amounts of \$1,000,000 each person, \$1,000,000 each occurrence, and

property damage \$1,000,000 each occurrence. City of Newnan should be named as ADDITIONAL INSURED on the auto policy per CA 20 48 or equivalent.

- 9.1.3 Worker's Compensation Statutory limits for State(s) in which work will be performed, including Employers' Liability of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limits.
  - 9.1.4 Professional Liability insurance with limits of \$1,000,000 in the aggregate covering Consultant against all sums which Consultant may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.
- 9.2 Consultant agrees to provide City with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to City in the event of cancellation, non-renewal, or reduction in limits by endorsement.

**ARTICLE 10. Additional Federal Terms and Provisions**

- 10.1 Consultant is hereby informed and acknowledges that the City intends to submit all or part of the costs incurred under this Agreement for payment or reimbursement using federal grant funds. As such, to the extent the costs are submitted under any federal grant and as may be applicable, Consultant agrees to comply with the additional terms and conditions included in the attached Exhibit "B" Federal Terms and Provisions.

**ARTICLE 11. Miscellaneous**

- 11.1 This Agreement represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the City and the Consultant.
- 11.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 11.3 It is expressly understood and agreed that the obligations of this Agreement, as well as the Consultant's proprietary interest in its Consulting plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 11.4 This Agreement is to be governed by the laws of the State of Georgia. Jurisdiction and venue shall be proper in the Superior Court of the State of Georgia which the parties hereby consent to.

11.5 All notices under this Agreement shall be provided by email and regular mail to:

CITY OF NEWNAN  
25 LaGrange Street  
Newnan, Georgia 30263  
Attn: Cleatus Phillips, City Manager  
Telephone: (770) 253-2682  
Facsimile: (770) 254-2354  
Email: [cphillips@cityofnewnan.org](mailto:cphillips@cityofnewnan.org)

GOODWYN, MILLS & CAWOOD, LLC  
6120 Powers Ferry Road NW, Suite 350  
Atlanta, Georgia 30339  
Attn: Robert Ramsey  
EVP Disaster Recovery  
Telephone:  
Facsimile:  
Email:

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

**OWNER:**


CITY OF NEWNAN, GEORGIA

By:   
\_\_\_\_\_  
Keith Brady

Title: Mayor

**CONSULTANT:**

GOODWYN, MILLS & CAWOOD, LLC

By:   
\_\_\_\_\_  
Robert Ramsey

Title: EVP Disaster Recovery

**Exhibit "A"**  
**Goodwyn, Mills and Cawood, LLC Rate and Fee Schedule**

To the extent that the City of Atmore requests GMC's assistance, the following positions and hourly rates shall apply. The fees for these services will be provided on time and materials basis plus reasonable expenses directly related to the services furnished under the resulting agreement. Non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at [www.gsa.gov](http://www.gsa.gov); 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) other expenses as may be applicable to the project and preapproved by GMC and the city shall be invoiced at cost, without mark-up.

**Hourly Rate Schedule for  
Grant Application, Administration & Management Services**

Legislative Affairs Consultant	\$425.00
Project Principal	\$225.00
Project Manager	\$200.00
Project Writer	\$130.00
Closeout Specialist	\$125.00
Grant Management Consultant	\$130.00
Environmental Specialist	\$150.00
Field Site Inspector	\$100.00
Data Manager	\$80.00

**Standard Rate and Fee Schedule**

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$170.00
Field Crew Supervisor	\$150.00
Survey Crew (two-man survey crew)	\$150.00
Survey Crew (three-man survey crew)	\$185.00
Survey Crew (four-man survey crew)	\$215.00
GPS equipment	\$250.00 per day

**Exhibit "B"**



## Federal Terms and Provisions

### 1. Access to Records. The following access to records requirements apply to this Agreement in addition to any requirements that may be elsewhere imposed:

- 1.1. Consultant agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant shall keep its books, documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
- 1.2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 1.3. Consultant agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
- 1.4. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to City or any authorized or designated federal representative.

### 2. Environmental Compliance.

- 2.1. Consultant shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- 2.2. Consultant shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.
- 2.3. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 2.4. Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201 et seq.).

### 3. Contract Work Hours and Safety Standards Act.

- 3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3.3. Withholding for unpaid wages and liquidated damages. The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

3.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3.3.1) through (3.3.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3.3.1) through (3.3.4) of this section.

**4. Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Consultant agrees as follows:**

4.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

4.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

4.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.4. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4.5. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 4.7. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 4.8. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 4.9. The contractor will include the portion of the sentence immediately preceding paragraph 2.4.1 and the provisions of paragraphs 4.4.1 through 4.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**5. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- 5.1. If Consultant intends to subcontract any portion of the work covered by this Agreement, Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**6. Immigration and Nationality Act.**

- 6.1. Consultant agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act.

**7. Administrative Remedies for False Claims and Statements.**

- 7.1. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

**8. Remedies.**

- 8.1. If any work performed and/or goods delivered by Consultant fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, City may in its sole discretion:
- elect to have Consultant re-perform or cause to be re-performed, at Consultant's sole expense, any of the work which failed to meet the requirements of the Agreement;
  - in the case of goods, reject the goods and require Consultant to provide replacement goods that meet the needs of City and the terms of the Agreement;
  - hire another contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Consultant; or
  - pursue and obtain any and all other available legal or equitable remedies.
- 8.2. This Section shall in no way be interpreted to limit City's right to pursue and obtain any and all other available legal or equitable remedies against Consultant.

**9. Compliance with Applicable Laws.**

- 9.1. Consultant agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between City and FEMA and/or the State of Georgia and any of its agencies if applicable.
- 9.2. The Consultant agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

**10. Suspension and Debarment**

- 10.1. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).
  - o This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - o Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - o This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**11. Byrd Anti-Lobbying Amendment.**

- 11.1. Consultants who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
(to be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature

Date 5-11-21

Name: Robert Ramsey

Title: EUP, Disaster Recovery



**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number NR224310XXXXC001	2. Amendment Number	3. Award /Project Period Date of NRCS signature - 05/29/2022	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 355 East Hancock Avenue, Stop Number 200 Athens, GA 30601		6. Recipient Organization (Name and Address) NEWNAN, CITY OF PO BOX 1193 NEWNAN GA 30264  UEI Number / DUNS Number: HXQRLG3JC3D4 / 070327051 EIN:	
7. NRCS Program Contact Name: DIANE GUTHRIE Phone: (706) 546-2310 Email: diane.guthrie@usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@USDA.GOV	9. Recipient Program Contact Name: Ray Norton Phone: (770) 253-0327 Email: rnorton@cityofnewnan.org	10. Recipient Administrative Contact Name: Ray Norton Phone: (770) 253-0327 Email: rnorton@cityofnewnan.org
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Ray Norton Phone: (770) 253-0327 Email: rnorton@cityofnewnan.org
15. Project Title/ Description: EWP Project 5034, GA, City of Newnan, Coweta County, DSRs 5034-001 Mineral Springs Branch, -002 Sandy Creek, -003 Wahoo Creek; debris removal			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$664,125.00	\$201,250.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$664,125.00	\$201,250.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$603,750.00	Other	\$60,375.00
Total Direct Cost	\$664,125.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$201,250.00
		Total Federal Funds Awarded	\$664,125.00
		Total Approved Budget	\$865,375.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Terrence O. Rudolph State Conservationist	Signature <b>TERRANCE RUDOLPH</b> Digitally signed by TERRANCE RUDOLPH Date: 2021.11.10 08:49:27 -05'00'	Date
Name and Title of Authorized Recipient Representative Ray Norton Public Works Director	Signature <b>Ray Norton</b> Digitally signed by Ray Norton DN: cn=Ray Norton gn=Ray Norton c=US United States l=US United States o=City of Newnan ou=City of Newnan e=nrorton@cityofnewna.org Reason: I have reviewed this document Location: Date: 2021-11-08 12:06-05:00	Date

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).



## Statement of Work

### Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Newnan, hereinafter referred to as the "Sponsor", for EWP Projects # 5034-001, # 5034-002, and # 5034-003 in Coweta County, Georgia for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

### Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSRs 5034-001, 5034-002, and 5034-003 – Remove Debris from impaired watersheds

### Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$865,375

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$603,750 + 25% Sponsor \$201,250): \$805,000

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$60,375

2. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced

accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

## Responsibilities of the Parties:

### A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non- Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
  - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
  - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
  - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
  - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

17. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

25. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

26. Submit SF-425 Financial Reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to:

FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period. Please note that financial reporting is based on the calendar year.

27. Submit payment requests to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov or to the Program Manager on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

28. USDA has determined that cooperative agreements that have procurement-like features (providing services for the direct benefit of or on behalf of the agency) and contribution agreements, where the Federal share exceeds the simplified acquisition threshold (\$250,000 on October 28, 2021), are subject to Executive Order 14042. Recipients of these award types must comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/> throughout the performance period of the award.

In addition, Recipients of such awards must include the substance of this term and condition, including this paragraph, in contracts and subawards at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of the award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

#### B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

#### C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is

contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

3. Additional funds, including interest properly allocable as construction costs as defined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

### **Expected Accomplishments and Deliverables**

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided

to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

**Resources Required**

As stated in this agreement.

**Milestones**

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction
6. Complete close-out activities

## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:  
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>



**Client:** City of Newnan  
**Prime:** Goodwyn Mills & Cawood LLC. (GMC)  
**Project:** Consulting Services March 26, 2021 Tornado  
**NRCS #:**  
**Location:** Newnan, GA

**Effective Date:** May 11, 2021  
**Estimated End Date:** May 30, 2022  
**Subcontract Type:** Time and Materials (T&M)  
**GMC Project #:** DATL210011

*The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Master contract between GMC and the City of Newnan, dated May 11, 2021. This Task Order only authorizes the provision of the following services described below for the March 26, 2021 tornado event. A separate Task Order is required to provide work on any other project.*

*Any changes to payment terms must be authorized in writing. Verbal authorizations will not be binding.*

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**Scope of Work:** GMC shall provide personnel to support the City of Newnan in the following key functional areas on an as needed basis:

- **Scoping and Planning:** GMC shall work with the city, NRC, Inc & NRCS to design, inspect, and manage construction in accordance with the NRCS grant requirements and the Master Contract.
- **Project Formulation:** GMC will coordinate the development of Design plans, acquire and maintain Right of Entry (ROE) documentation for each address in which work under this project will be performed. Monitor and inspect the cleanup and removal of debris from waterways to ensure only eligible debris in eligible areas are being removed. Provide project reports and versions as required by NRCS including scope changes, appeals, and assistance in accordance with the Master Contract.

*It is anticipated that the quantity of personnel required for each position will vary at different stages of the project. GMC will assess the quantity of personnel being provided and will adjust staffing levels as necessary. Any adjustments to staffing levels will be determined by GMC.*

**Compensation:**

GMC will be compensated on the position and hours of services furnished multiplied by the rate listed in the Master Contract. **GMC Consulting shall not exceed a total cost of eighty thousand (\$80,000.00) dollars** for all project related labor. Non-labor expenses shall be billed as follows: 1) Travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to GSA rates; 3) Meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federal published rate; 5) Other non-labor expenses as may be applicable to the project and preapproved by GMC and the city shall be invoiced at cost, without mark-up.

*Due to uncertain nature of the scope of the work, scale and duration, the Not-To-Exceed value reflected in the Task Order is not guaranteed, but only a current estimate of the level of effort expected of GMC.*

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TASK ORDER NO. 2-GMC-CITY OF  
NEWNAN

**Invoicing:**

GMC shall invoice the City of Newnan. for services rendered in accordance with the Master Contract. Each invoice shall reference the above Project Number.

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**Acceptance:**

OWNER:  
CITY OF NEWNAN

CONSULTANT:  
GOODWYN MILLS CAWOOD, INC.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## City of Newnan, Georgia - Mayor and Council

Date: December 14, 2021

Agenda Item: Consideration of an Amendment to an Existing Agreement for Storm Related Emergency Concrete Repair Services.

Prepared By: Ray Norton, Public Works Director

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**Purpose:** Consideration of an Amendment to an Existing Agreement for Storm Related Emergency Concrete Repair Services.

**Background:** On May 7<sup>th</sup> an RFP was released for an Emergency Concrete Repair contract for the sidewalks, curb and gutters that sustained damage from the March EF4 Tornado and from the storm related Right of Way (ROW) cleanup activities. At the time of the release of the RFP for these services, Right of Way cleanup was ongoing therefore Staff did not have a clear picture of the true damage and repair needs until all the debris was removed. At the time of the RFP release there was an estimated of less than \$100,000.

On May 14<sup>th</sup> only one bid was received and a contract was executed on May 26<sup>th</sup> for an amount "Not to Exceed" \$90,000. As more and more debris were removed from the ROW, it was determined an extensive amount of damage had incurred to the sidewalk, curb and gutter infrastructure.

Staff reached out to the vendor under contract, Piedmont Paving for a more thorough estimate. City Staff as well as City Attorney determine it was in the City's best interest to draft a contract amendment to the current contract with Piedmont Paving so that existing unit pricing within that contract could be utilized. The new amount of the contract will be \$310,234.50 (including bond cost) with 75% reimbursable by FEMA under Public Assistance funding.

**Funding:** FEMA/General Fund

**Recommendation:** Staff recommends the execution of the contract amendment with Piedmont Paving for a total amount of \$310,234.50.

**Attachments:**

- Amendment to current contract with Piedmont Paving
- Remaining work proposal from Piedmont Paving

**Previous Discussion with Council:**

FIRST AMENDMENT TO  
CONSTRUCTION AGREEMENT

(Emergency Concrete Repair Services,  
City of Newnan, Georgia, the "Project")

THIS FIRST AMENDMENT TO CONSTRUCTION AGREEMENT (the "First Amendment") is made and entered into by and between the CITY OF NEWNAN, a municipal corporation of the State of Georgia (the "City"), and PIEDMONT PAVING, INC., (the "Contractor"). The City and the Contractor are individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, the Parties entered into that certain Construction Contract (Emergency Concrete Repair Services, City of Newnan, Georgia), dated May 26, 2021 (the "Contract"); and

WHEREAS, as the Project progressed, the City and the Contractor recognized the need for an increase in quantities in the Scope of work and a corresponding increase in the contract sum due to the addition of other locations in need of concrete repairs, both of which warrant an amendment to the Contract; and

WHEREAS, in addition, by agreement of the Parties, the work will continue on the Project beyond the contract completion date of on or about November 30, 2021, and the Parties wish to document that change in a contract amendment as well; and

WHEREAS, the Contract did not provide that the Contractor furnish a performance or payment bond since the estimated cost of the work did not exceed \$100,000.00 and the parties recognize that the additional work provided for herein will require that the Contractor furnish such bonds to the City.

NOW, THEREFORE, the Parties agree as follows:

A. Amendment to Section 2 of the Contract. Section 2 of the Contract shall be amended as follows:

2.00 TIME FOR COMPLETION: the time for completion shall be extended to May 30, 2022 or until the scope of Work is completed.

B. Amendment to Section 1, Scope of Work and Section 3 Contract Sum.

Section 1 and Section 3 of the Contract shall be amended as follows:

Section 1 of the Contract, Scope of Work, and Section 3, Contract Sum, shall be hereby amended by the addition of the increase in quantities in the Scope of Work and the corresponding Unit Price costs assigned thereto by adding additional locations in need of concrete repairs in

accordance with the revised Scope of Work and Unit Costs attached hereto as Exhibit A to this First Amendment to Construction Contract, which shall replace and supersede the Scope of Work and Unit Costs attached to the original Construction Contract. In addition, the Contract Sum is hereby increased by \$5,500.00 to cover the cost of the Performance and Payment Bonds now required for the Contractor to furnish to the City.

C. Amendment to Section 6(K) Performance and Payment Bond.

Section 6 (K) Performance and Payment Bond is hereby amended to read as follows:

A Performance Bond and a Payment Bond in the amount of 100% of the estimated work are required in the amount of \$310,234.50 each.

D. No Other Amendments: Nothing contained in this First Amendment shall affect any other provisions of the Agreement except as specifically set forth herein. In the event of any conflict between this First Amendment and the Agreement, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Construction Contract to be effective as of the date of mutual execution b the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

CITY OF NEWNAN, GEORGIA

By: \_\_\_\_\_  
Mayor

Date of Execution: \_\_\_\_\_, 2021.

ATTEST:

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

(Signatures continued on next page)

PIEDMONT PAVING, INC.

By: \_\_\_\_\_

Name: Andrew Trammell

Title: Vice President

ATTEST:

\_\_\_\_\_  
Name: Jennie Caldwell

Title: CFO



# Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263  
Phone: 678-423-0586 Fax: 678-423-0588

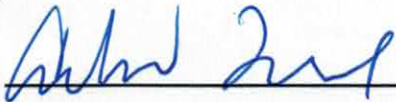
**Project:** Emergency Concrete Repair Services

**Date:** 11/4/21

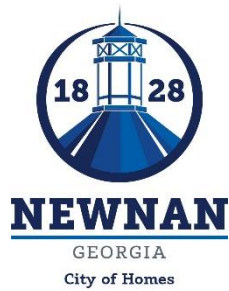
<u>ITEM</u>		<u>APPROX. AMOUNT</u>
<b>1. Remaining Concrete Repairs</b>		<b>\$310,234.50</b>
Includes:	Sidewalk	
	Curb	
	Catch Basin Tops	
	<b>Total Amount</b>	<b>\$310,234.50</b>

**Notes:** Amount is an estimate only and based on measurements provided by the City of Newnan.

**Submitted By:**

**Signature:** 

**Name:** Andrew Trammell



## City of Newnan, Georgia - Mayor and Council

Date: December 14, 2021

Agenda Item: First Amendment - IGA

Prepared by: Cleatus Phillips, City Manager

**Purpose:** Consideration of First Amendment to an Intergovernmental Government Agreement with Coweta County and Explore Newnan-Coweta, Inc.

**Background:** In 2020, as a result of the new 8% hotel-motel excise tax, the City of Newnan, Coweta County and Explore Newnan-Coweta, Inc entered into an Intergovernmental Agreement to establish a joint Destination Marketing Organization. Coweta County is proposing an amendment and the agreement requires that any amendment be approved by all three parties. The purpose of the amendment can be found in the attached Issue Paper from the Coweta County Board of Commissioners. The amendment only impacts Coweta County.

**Recommendation:** Approve the First Amendment as presented.

**Attachments:** First Amendment  
Coweta County Issue Paper  
Original IGA

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

**STATE OF GEORGIA  
COUNTY OF COWETA**

**FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN COWETA COUNTY, GEORGIA,  
THE CITY OF NEWNAN, GEORGIA,  
AND EXPLORE NEWNAN-COWETA, INC.  
REGARDING TOURISM AND FOR OTHER PURPOSES**

**WHEREAS**, Coweta County, Georgia (“County”), the City of Newnan, Georgia (“City”), and Explore Newnan-Coweta, Inc., a Georgia Non-Profit Corporation (“ENCI”) entered into an Intergovernmental Agreement (“Agreement”) on March 3, 2020 and attached hereto as Exhibit “A” to promote and encourage tourism throughout the community; and

**WHEREAS**, it is the desire of all Parties to amend the obligations set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits flowing from one to the other pursuant to this Agreement, the County, City and ENCI hereby agree as follows:

1.

Section 1. OBLIGATIONS OF THE COUNTY AND CITY, subsection (b) shall be deleted in its entirety.

2.

All other provisions of the Agreement remain in full force and effect.

**SO AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

(Signatures Continued on Next Page)



Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Coweta County, Georgia

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Clerk

(Signatures Continued On Next Page)

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

City of Newnan, Georgia

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(Signatures continued on next page]

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Explore Newnan-Coweta, Inc.

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Secretary

Exhibit “A”  
Intergovernmental Agreement

STATE OF GEORGIA  
COUNTY OF COWETA

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN COWETA COUNTY, GEORGIA,  
THE CITY OF NEWNAN, GEORGIA,  
AND EXPLORE NEWNAN-COWETA, INC.  
TO PROMOTE THE COMMUNITY, ENCOURAGE TOURISM  
AND FOR OTHER PURPOSES**

This Agreement is made and entered into this 3<sup>rd</sup> day of MARCH, 2020, by and between COWETA COUNTY, GEORGIA ("County"), the CITY OF NEWNAN, GEORGIA ("City"), and EXPLORE NEWNAN-COWETA, INC., a Georgia Non-Profit Corporation ("ENCI")

WHEREAS, the General Assembly of the State of Georgia enacted 2019 Ga. Laws, Page 3660 (Act 89 HB 626 of the 2019 Regular Session of the Georgia General Assembly) which authorizes imposition of an excise tax of up to eight percent 8% by the City of Newnan pursuant to O.C.G.A. § 48-13-51(b); and

WHEREAS, the governing body of the City of Newnan, a political subdivision of the State of Georgia, is required under Title 48, Chapter 13, Article 3, Section 51 of the Official Code of Georgia Annotated to make available a designated portion of funds so collected for the purpose of promoting, attracting, stimulating, and developing conventions and tourism by a destination marketing organization in the City of Newnan and Coweta County; and

WHEREAS, the City of Newnan, a political subdivision of the State of Georgia is authorized under Title 48, Chapter 13, Article 3, Section 51 of the Official Code of Georgia Annotated to make available a designated portion of funds so collected for the purpose of tourism product development in the City of Newnan and Coweta County, with any balance of the funds so designated for the purpose of promoting, attracting, stimulating, and development conventions and tourism by a destination marketing organization in the City of Newnan and Coweta County.

WHEREAS, the City of Newnan and the Newnan Convention Center Authority entered into an Intergovernmental Agreement for the Authority to operate the City's Conference Center ("Newnan Centre") and pledged 2% of the 5% excise tax to operations of the Newnan Centre pursuant to the Intergovernmental Agreement's terms; and

WHEREAS, the General Assembly of the State of Georgia enacted 2019 Ga. laws, page 3657 which authorizes imposition of an excise tax of up to eight percent (8%) by Coweta County pursuant to O.C.G.A. §48-13-51(b); and

WHEREAS, the governing body of Coweta County, a political subdivision of the state of Georgia, is required under title 48, Chapter 13, Article 3, Section 51 of the Official Code of Georgia Annotated to make available a designated portion of funds so collected for the purpose of promoting, attracting, stimulating, and developing conventions and tourism by a destination marketing organization in Coweta County; and

WHEREAS, Coweta County, a political subdivision of the State of Georgia is authorized under Title 48, Chapter 13, Article 3, Section 51 of the Official Code of Georgia Annotated to make available a designated portion of funds so collected for the purpose of tourism product development in Coweta County, with any balance of the funds so designated for the purpose of promoting, attracting, stimulating, and developing conventions and tourism by a destination marketing organization in Coweta County.

WHEREAS, the governmental entities that are parties to this Agreement have the authority to enter this Agreement pursuant to Ga. Const. Art 9, §3, ¶ 1 and O.C.G.A. §48-13-51 (b).

WHEREAS, the County and City have authorized the incorporation of ENCI, a Georgia non-profit corporation to be designated as a 501 (c)(6) organization under the Internal revenue Code to serve as a destination marketing organization (DMO) as defined in O.C.G.A. §48-13-50.2 for the purpose of receiving and expending the allocations of the hotel/motel taxes collected and designated for the promotion of tourism, conventions, and trade shows within the City of Newnan and Coweta County, and;

WHEREAS, ENCI was duly incorporated by the Secretary of State of the State of Georgia on October 17, 2019; a copy of said Articles of Incorporation is attached hereto as Exhibit "A" and by referenced made a part hereof; and



WHEREAS, the County and City have approved the By-Laws for ENCI pursuant to the Articles of Incorporation; a copy of said By-Laws is attached hereto as Exhibit "B" and be referenced made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises and benefits flowing from one to the other pursuant to this Agreement, the County, City and ENCI hereby agree as follows:

**Section 1. OBLIGATIONS OF THE COUNTY AND CITY.**

(a) The County shall transfer its portion of the tax collected at a rate of 8% to ENCI on a monthly basis within 30 days after receiving said tax from the hotel/motel operators set out in the County's ordinance, said amount to be in accordance with state law. The specific amount shall be determined annually and specified in the County's adopted budget.

(b) The County shall transfer its portion of the tax collected at a rate of 8% to the County's Hotel/Motel Fund to operate the Convention and Visitors' Bureau after receiving said tax from the hotel/motel operators set out in the County's ordinance, said amount to be in accordance with state law. The specific amount shall be determined annually and specified in the County's adopted budget.

(c) The City shall transfer its portion of the tax collected at a rate of 8% to ENCI on a monthly basis within 30 days after receiving said tax from the hotel/motel operators set out in the City's ordinance, said amount to be a minimum of 18.75% and a maximum of 37.5% of the 8% collected. The specific amount shall be determined annually and specified in the City's adopted budget.

**Section 2. OBLIGATIONS OF ENCI.**

(a) ENCI acknowledges and agrees that pursuant to O.C.G.A. §48-13-50.2 (1) that it is a direct marketing organization whose primary responsibility is to encourage travelers to visit destinations, encourage meetings and expositions in the City of Newnan and Coweta County, and to provide visitor assistance and support as needed and thus to promote tourism, conventions and trade shows by planning, conducting or participating in programs of information and publicity designated to attract or advertise tourism conventions or trade shows, as defined in O.C.G.A. § 48-13-50.2 (4).

(b) **BUDGET.** Beginning in 2020, no later than June 1<sup>st</sup> of each calendar year, ENCI or its designee shall provide to the County and to the City a proposed work plan and budget in reasonable detail for the ensuing fiscal year and to include and detail all individual activities as

defined in paragraph (a) hereinabove, that ENCI proposes to address in the upcoming fiscal year. The budget shall identify anticipated expenditures and revenues from all sources including the tax revenues paid pursuant to Section 1(a) and (b). The County and City shall review the proposed budget submitted by ENCI and provide written comments concerning the budget by August 31 each calendar year. In no event shall the budget fail to comply with applicable state law.

(c) **FINANCIAL REPORT/AUDIT INFORMATION.** Each quarter during the term of this Agreement, ENCI shall provide to the County and the City a report of income and expenditures for its activities. The report shall be of sufficient detail to identify categories of revenues and expenditures. Additionally, ENCI shall provide the County and the City with a quarterly narrative report in writing, of its activities and other pertinent information concerning its activities. ENCI shall prepare and file with the County and the City an annual financial report no later than March 1st of each year to allow the County and the City to incorporate ENCI's financials in the County's and the City's consolidated annual audit of boards, commissioners and authorities, if required by law.

All financial activities of ENCI may be subject to regular or periodic audit by the Office of the Georgia State Auditor and all financial activities shall be in full compliance with Georgia State laws and the rules and regulations of the Georgia State Auditor with respect to financial activities.

(d) **LICENSES AND TAXES.** ENCI agrees to obtain any required equivalent of a Coweta County or City of Newnan Business License and if necessary, to appropriately register with the Georgia State Department of Revenue or the Secretary of State operations of ENCI, to the extent such licensure and registration is legally required.

(e) **FINAL ACCOUNTING.** Upon a termination of this Agreement pursuant to Section 3 or Section 4 hereinabove and following payment of all outstanding expenses, any remaining revenues shall be returned to the County and the City respectively.

**Section 3. TERM OF AGREEMENT.** The term of this Agreement shall commence on the 1<sup>st</sup> day of January, 2020, and shall terminate on December 31, 2020. This Agreement shall automatically renew each January 1<sup>st</sup> for forty-nine (49) successive annual terms, unless terminated as outlined in Section 3.

**Section 4. TERMINATION.** This Agreement may be terminated at any time with or without cause, by either party upon (120) one hundred twenty days written notice.



**Section 5. MODIFICATION.** The parties may modify this Agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §50-14-1 et seq.

**Section 6. ENTIRE AGREEMENT.** This intergovernmental contract is a full and complete statement of the Agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

**Section 7. JURISDICTION.** The parties hereby agree to the jurisdiction and venue of the Coweta County Superior Court.

**Section 8. COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

**Section 9. GOVERNING LAW.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

**Section 10. SEVERABILITY.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**Section 11. NOTICES.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below.

(a) Coweta County Board of Commissioners  
Attn: County Administrator  
22 East Broad Street  
Newnan, Georgia 30263

(b) City of Newnan  
Attn: City Manager  
25 LaGrange Street

Newnan, Georgia 30263

- (c) Explore Newnan-Coweta, Inc.,  
Attention: Chairman  
P.O. BOX 839  
NEWMAN, GEORGIA 30264

**Section 12. COMPLIANCE WITH LAWS.** As referenced hereinabove, during the course of this Agreement, County, City and ENCI agree to comply with all applicable State and Federal laws including the Georgia Open Meetings Act and the Georgia Open Records Act.

**Section 13. ASSIGNMENT.** This Agreement may not be assigned by ENCI.

IN WITNESS WHEREOF, the parties hereto have made and entered this Agreement the dated and year first above written.

(Signatures Continued on Next Page)

Sworn and subscribed before me  
this 3<sup>rd</sup> day of MARCH, 2020.

[Signature]  
Witness

Bethany Addison  
Notary Public  
My Commission Expires: 12/02/2023

COWETA COUNTY, GEORGIA  
By: Paul Poole  
Chairman

Attest: Frances J. Taber  
Clerk



(Signatures Continued On Next Page)

Sworn and subscribed before me this

26<sup>th</sup> day of AUGUST, 2020.

[Signature]

Witness

[Signature]  
Notary Public

My Commission Expires: 2-27-2021

EXPLORE NEWNAN-COWETA, INC.

By: [Signature]  
Chairman

Attest: [Signature]  
Secretary





Sworn and subscribed before me  
this  
11 day of March, 2020.

CITY OF NEWNAN, GEORGIA

By: [Signature]  
Mayor

[Signature]  
Witness

Attest: [Signature]  
Clerk

[Signature]  
Notary Public

My Commission Expires: 02/03/2024

Shawna R Watson  
NOTARY PUBLIC  
COWETA COUNTY, GEORGIA  
My Commission Expires  
02/03/2024

(Signatures continued on next page]

## Exhibit “A” - Articles of Incorporation

**ARTICLES OF INCORPORATION**  
**OF**  
**EXPLORE NEWNAN-COWETA, INC.**

**ARTICLE I**

The name of the Corporation is Explore Newnan-Coweta, Inc.

**ARTICLE II**

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

**ARTICLE III**

The Corporation shall have members.

**ARTICLE IV**

The purposes for which the Corporation is formed are as follows:

(a) The Corporation is organized and operated exclusively for the purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code. The Corporation is not organized and shall not be operated for pecuniary gain or profit.

(b) The Corporation shall serve as a Destination Marketing Organization as defined in O.C.G.A. § 48-13-50.2 and § 48-13-51.

(c) This Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its Directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV(b) of these Articles. The Corporation



shall not lobby or otherwise attempt to influence legislation or participate or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any other activities to the extent that such activities are not permitted to be carried on by an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United states Internal Revenue Law).

#### **ARTICLE V**

The affairs of the Corporation shall be managed by a Board of Directors. The number of Directors of the Corporation and method of election shall be set out in the bylaws and Article VI herein below.

#### **ARTICLE VI**

The initial Board of Directors shall consist of nine (9) directors. The number of Directors may be changed only by a majority vote of both the City Council of the City of Newnan and the Coweta County Commission to amend these Articles of Incorporation or the Bylaws of the Corporation. The appointment, tenure and qualifications of the directors of the Corporation shall be as follows:

1. Standing Appointments
  - a. The City Manager, of the City of Newnan, Georgia, or his/her designee.
  - b. The County Administrator, of Coweta County, Georgia, or his/her designee.
2. Local Governing Body Appointments
  - a. One (1) member elected by the City Council of the City of Newnan, Georgia to be selected by a majority of the members of the governing body of the City of Newnan, Georgia, such member to be

selected to serve a three (3) year term.

- b. One (1) member elected by Coweta County Commission to be selected by a majority of the members of the governing body of Coweta County, such member to be selected to serve a three (3) year term.
3. Four (4) members who serve as owner or senior management of a hotel, retail establishment, restaurant, or other tourism related business entity in Newnan, Georgia or Coweta County, Georgia. Such members are to be elected for initial terms by majority vote of the two (2) standing appointments and two (2) local governing body appointments as stated above. After the initial terms, election of such members shall be by majority vote of the entire Board of Directors. Initial terms shall be staggered with one (1) member serving a one (1) year term, two (2) members serving a two (2) year term, and one (1) member serving a three (3) year term. After the initial term, such members shall serve a three (3) year term.
4. One (1) member representing the Newnan Coweta Chamber of Commerce. Such member is to be elected for an initial one-year term by majority vote of the two (2) standing appointments and two (2) local governing body appointments as stated above. After the initial one-year term, election of such member shall be by majority vote of the entire Board of Directors and the term of office for such member shall be two (2) years.

## **ARTICLE VII**

In the event of the dissolution of the Corporation to the extent allowed under applicable law, after all lawful debt and liabilities of the Corporation have been paid, all the assets of the Corporation shall be distributed to, or its assets shall be sold and the proceeds distributed to, another organization organized and operating for the same purposes for which the Corporation is organized and operating which shall be selected by the Board of Directors of the Corporation; provided, however, that any such recipient organization or organizations shall at that time qualify as exempt from taxation under the provisions of Section 501(a) of the Internal Revenue Code of 1986, as an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, or the corresponding provisions of any subsequent law or to the federal government, or any state or local government for a public purpose. In the event that upon the dissolution of the Corporation the Board of Directors of the Corporation fail to dispose of such assets in the manner herein provided within a reasonable time, the Superior Court of Coweta County, Georgia shall make such distribution of assets as herein provided, exclusively for such purposes or to such organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE VIII**

(a) Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation shall be indemnified by the Corporation for all costs of litigation (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid, advanced or reimbursed by the Corporation under the laws of the State of Georgia to the fullest extent permitted by O.C.G.A. §14-3-202(b)(4) and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened,



whether civil, criminal, arbitative, administrative, or investigative, whether formal or informal, in which such person may be involved by reason of his being or having been a director or officer of this Corporation. Such indemnification, reimbursement or advance shall be made only in accordance with the laws of the State of Georgia, including the Georgia Nonprofit Corporation Code §14-3-202(b)(4), subject to the conditions under such statutory provisions.

(b) In any instance where the laws of the State of Georgia permit indemnification, reimbursement or advances to be provided to persons who are or have been an officer or director of the Corporation only on a determination that certain specified standards of conduct have been met, that all statutory requirements and procedures have been satisfied, and that upon application for indemnification, reimbursement or advances by any such person the Corporation shall promptly cause such determination to be made in accordance with the statutory procedures of Georgia law.

(c) Nothing in this Article shall be construed as limiting the applicability and Code of Georgia law with respect to indemnification, reimbursement and advances for expenses; further, as a condition to any such right of indemnification, the Corporation may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corporation and at the expense of the Corporation.

(d) In accordance with the law of the State of Georgia, the Corporation may purchase and maintain insurance on behalf of any such persons whether or not the Corporation would have the power to indemnify such officers and directors against any liability under the law of the State of Georgia.

#### **ARTICLE IX**

The Articles of Incorporation of the corporation may be amended at any time in the manner provided in the Georgia Nonprofit Corporation Code (or the corresponding provision of any future Georgia nonprofit corporation law) by the affirmative vote of not less than seventy seven percent (77%) of the directors then in office at a properly called meeting as set forth in the bylaws except that any number of directors and membership of the Board of Directors set out in Article VI hereinabove may only be altered or amended by a majority vote of the City Council of the City of Newnan, Georgia and a majority vote by the Coweta County Commission, provided however, that no amendment may be made which would cause the organization no longer to be qualified as an exempt organization described in Section 501(c)(6) of the Code.

#### **ARTICLE X**

The registered office of the Corporation shall be 11 Perry Street, Newnan, Georgia 30263 in Coweta County. The initial registered agent of the Corporation at such address shall be C. Bradford Sears, Jr.

**ARTICLE XI**

The name and address of the incorporator is:

C. Bradford Sears, Jr.  
Sanders, Haugen & Sears, P.C.  
11 Perry Street  
Newnan, Georgia 30263

The effective date of these Articles of Incorporation shall be \_\_\_\_\_,  
20\_\_.

IN WITNESS WHEREAS, the undersigned has executed these Articles of  
Incorporation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
C. Bradford Sears, Jr.  
Incorporator

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Explore Newnan-Coweta, Inc.**  
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **10/17/2019** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **10/21/2019**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



**ARTICLES OF INCORPORATION**

\*Electronically Filed\*

Secretary of State

Filing Date: 10/17/2019 1:24:19 PM

**BUSINESS INFORMATION**

**CONTROL NUMBER** 19137503  
**BUSINESS NAME** Explore Newnan-Coweta, Inc.  
**BUSINESS TYPE** Domestic Nonprofit Corporation  
**EFFECTIVE DATE** 10/17/2019

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

**PRINCIPAL OFFICE ADDRESS**

**ADDRESS** 11 Perry Street, Newnan, GA, 30263, USA

**REGISTERED AGENT**

NAME	ADDRESS	COUNTY
C Bradford Sears, Jr.	11 Perry Street, Newnan, GA, 30263, USA	Coweta

**INCORPORATOR(S)**

NAME	TITLE	ADDRESS
C Bradford Sears, Jr.	INCORPORATOR	11 Perry Street, Newnan, GA, 30263, USA

**MEMBER INFORMATION**

The corporation will have members.

**OPTIONAL PROVISIONS**

The purposes for which the Corporation (herein "Corp") is formed are as follows: (a)The Corp is organized and operated exclusively for the purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code. The Corp is not organized and shall not be operated for pecuniary gain or profit. (b)The Corp shall serve as a Destination Marketing Organization as defined in O.C.G.A. § 48-13-50.2 and § 48-13-51. (c)This Corp is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corp shall inure to the benefit of or be distributable to its Directors, officers or other private persons, except that the Corp shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles. The Corp shall not lobby or otherwise attempt to influence legislation or participate or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any provision of these Articles, the Corp shall not carry on any other activities to the extent that such activities are not permitted to be carried on by an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law). The affairs of the Corp shall be managed by a Board of Directors ("BOD"). The number of Directors of the Corp and method of election shall be set out in the bylaws and herein below. The initial BOD shall consist of nine (9) directors. The number of Directors may be changed only by a majority vote of both the City Council of the City of Newnan and the Coweta County Commission to amend these Articles of Incorporation or the Bylaws of the Corp. The appointment, tenure and qualifications of the directors of the Corp shall be as follows: 1.Standing Appointments a.The City Manager, of the City of Newnan, Georgia, or his/her designee. b.The County Administrator, of Coweta County, Georgia, or his/her designee. 2.Local Governing Body Appointments a.One (1) member elected by the City Council of the City of Newnan, Georgia to be selected by a majority of the members of the governing body of the City of Newnan, Georgia, such member to be selected to serve a three (3) year term. b.One (1) member elected by Coweta County Commission to be selected by a majority of the members of the governing body of Coweta County, such member to be selected to serve a three (3) year term. 3.Four (4) members who serve as owner or senior management of a hotel, retail establishment, restaurant, or other tourism related business entity in Newnan, Georgia or Coweta County, Georgia. Such members are to be elected for initial terms by majority vote of the two (2) standing appointments and two (2) local governing body appointments as stated above. After the initial terms, election of such members



shall be by majority vote of the entire BOD. Initial terms shall be staggered with one (1) member serving a one (1) year term, two (2) members serving a two (2) year term, and one (1) member serving a three (3) year term. After the initial term, such members shall serve a three (3) year term. 4. One (1) member representing the Newnan Coweta Chamber of Commerce. Such member is to be elected for an initial one-year term by majority vote of the two (2) standing appointments and two (2) local governing body appointments as stated above. After the initial one-year term, election of such member shall be by majority vote of the entire BOD and the term of office for such member shall be two (2) years. In the event of the dissolution of the Corp to the extent allowed under applicable law, after all lawful debt and liabilities of the Corp have been paid, all the assets of the Corp shall be distributed to, or its assets shall be sold and the proceeds distributed to, another organization organized and operating for the same purposes for which the Corp is organized and operating which shall be selected by the BOD of the Corp; provided, however, that any such recipient organization or organizations shall at that time qualify as exempt from taxation under the provisions of Section 501(a) of the Internal Revenue Code of 1986, as an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, or the corresponding provisions of any subsequent law or to the federal government, or any state or local government for a public purpose. In the event that upon the dissolution of the Corp the BOD of the Corp fail to dispose of such assets in the manner herein provided within a reasonable time, the Superior Court of Coweta County, Georgia shall make such distribution of assets as herein provided, exclusively for such purposes or to such organizations as said Court shall determine, which are organized and operated exclusively for such purposes. (a) Each person who is or was a director or officer of the Corp, and each person who is or was a director or officer of the Corp shall be indemnified by the Corp for all costs of litigation (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid, advanced or reimbursed by the Corp under the laws of the State of Georgia to the fullest extent permitted by O.C.G.A. §14-3-202(b)(4) and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, arbitral, administrative, or investigative, whether formal or informal, in which such person may be involved by reason of his being or having been a director or officer of this Corp. Such indemnification, reimbursement or advance shall be made only in accordance with the laws of the State of Georgia, including the Georgia Nonprofit Corp Code §14-3-202(b)(4), subject to the conditions under such statutory provisions. (b) In any instance where the laws of the State of Georgia permit indemnification, reimbursement or advances to be provided to persons who are or have been an officer or director of the Corp only on a determination that certain specified standards of conduct have been met, that all statutory requirements and procedures have been satisfied, and that upon application for indemnification, reimbursement or advances by any such person the Corp shall promptly cause such determination to be made in accordance with the statutory procedures of Georgia law. (c) Nothing in this Article shall be construed as limiting the applicability and Code of Georgia law with respect to indemnification, reimbursement and advances for expenses; further, as a condition to any such right of indemnification, the Corp may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corp and at the expense of the Corp. (d) In accordance with the law of the State of Georgia, the Corp may purchase and maintain insurance on behalf of any such persons whether or not the Corp would have the power to indemnify such officers and directors against any liability under the law of the State of Georgia. These Articles may be amended at any time in the manner provided in the Georgia Code (or the corresponding provision of any future Georgia nonprofit Corp law) by the affirmative vote of not less than seventy seven percent (77%) of the directors then in office at a properly called meeting as set forth in the bylaws except that any number of directors and membership of the BOD set out hereinabove may only be altered or amended by a majority vote of the City Council for the City of Newnan, Georgia and a majority vote by the Coweta County Commission, provided however, that no amendment may be made which would cause the organization no longer to be qualified as an exempt organization described in Section 501(c)(6) of the Code.

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE**      C. Bradford Sears, Jr.  
**AUTHORIZER TITLE**              Incorporator

## Exhibit “B” - Bylaws

**BYLAWS**  
**OF**  
**EXPLORE NEWNAN-COWETA, INC**  
**(a Georgia nonprofit corporation)**  
**(Approved FEBRUARY 14, 2020 )**

**ARTICLE I**  
**Name**

The name of the corporation is "**Explore Newnan-Coweta, Inc.**" (the "Corporation").

**ARTICLE II**  
**Offices**

The principal office of the Corporation shall be located in Coweta County, Georgia.

**ARTICLE III**  
**Purposes**

The Corporation is organized and shall be operated exclusively for the purposes set out in Section 501(c) (6) of the Internal Revenue Code of 1986, as amended (the "Code"), and to provide, conduct and engage in any other services or activities in furtherance of such purposes. In particular, the Corporation is organized and shall be operated exclusively for:

- A) the encouragement, solicitation, promotion, procurement and servicing of conferences, seminars, special events, regional recreational activities;
- B) the development of tourism through the attraction of visitors to Newnan and Coweta County, Georgia;
- C) to foster better public understanding on the part of individuals and



businesses of the importance of the convention and visitor's industry to the local economy; to encourage and assist the cooperation between the businesses and industries servicing visitors, conventions, and other meetings; and

D) to receive and disburse public funds appropriated to its use and to receive and disburse private funds and other revenue which may be received from time to time which would assist in the accomplishment of the purposes of the Corporation.

The Corporation shall have and possess all the benefits, privileges, rights, and powers created, given, extended or conferred by the provisions of all applicable laws of the State of Georgia pertaining to nonprofit corporations and any additions or amendments thereto.

#### **ARTICLE IV Assets**

The Corporation may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, corporation or governmental entity, to be held, administered, and disposed of in accordance with the Articles of Incorporation and these Bylaws. Provided, however, that no gift, bequest, or devise of any such property shall be received and accepted if it be conditioned or limited in such manner as shall require the disposition of the income or its principal for any purposes inconsistent with the purposes of this Corporation as stated in the Articles of Incorporation and these Bylaws, or as shall, in the opinion of the Board of Directors, jeopardize the federal income tax exemption of this Corporation under Section 501(c) (6) of the Code.

If at some point the Corporation elects to purchase property, it is

understood that the IRS 501(c) (6) status would have to be altered or a separate subsidiary will be registered as a real estate holding company that would be registered under Section 501(c) (2) of the Code.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to the Directors or officers, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

#### **ARTICLE V Membership**

The only members of the corporation shall be the active members of its Board of Directors during the life of their term(s). Once a director leaves his or her office, he or she will no longer be a member of the corporation, and his or her membership shall transfer to the replacement director. All voting authority for the corporation will be reserved for the members of the Board of Directors in that capacity only and in accordance with these bylaws.

#### **ARTICLE VI Board of Directors**

**Section 6.01 Duties and Responsibilities; Compensation.** The business and affairs of the Corporation shall be managed by a Board of Directors which may exercise all powers of the Corporation, subject to any restrictions imposed by law, by the Articles of Incorporation or by these Bylaws. The directors shall serve without compensation.

**Section 6.02 Number, Election, Qualifications and Term of Office.**

The Board of Directors shall consist of nine (9) directors. The number of directors may be changed only by a majority vote of both the City Council of the City of

Newnan and the Coweta County Commission to amend the Bylaws. The appointment, tenure and qualifications of the directors of the Corporation shall be as follows:

1. Standing Appointments
  - a. The City Manager, of the City of Newnan, Georgia, or his/her designee;
  - b. The County Administrator, of Coweta County, Georgia, or his/her designee;
2. Local Governing Body Appointments
  - a. One (1) member elected by the City Council of the City of Newnan, Georgia to be selected by a majority of the members of the governing body of the City of Newnan, Georgia, such member to be selected to serve a three (3) year term.
  - b. One (1) member elected by the Coweta County Commission to be selected by a majority of the members of the governing body of Coweta County, such member to be selected to serve a three (3) year term.
3. Four (4) members who serve as owner or senior management of a hotel or other tourism related business entity in Newnan, Georgia or Coweta County, Georgia. Such members are to be elected for initial terms by majority vote of the two (2) standing appointments and two (2) local governing body appointments as stated above. After the initial terms, election of such members shall be by majority vote of the entire Board of Directors. Initial terms shall be staggered with one (1) member serving a one (1) year term, two (2) members serving a two (2) year term, and one (1) member serving a three (3) year term. After the initial term, such members shall serve a three (3)



year term.

4. One (1) member representing the Newnan Coweta Chamber of Commerce. Such member is to be elected for an initial one-year term by majority vote of the two (2) standing appointments and two (2) local governing body appointments as stated above. After the initial one-year term, election of such member shall be by majority vote of the entire Board of Directors and the term of office for such member shall be two (2) years.

**Section 6.03 Ex Officio Directors.** Upon majority vote of the Board of Directors, up to four (4) ex officio directors may be appointed to serve in an advisory capacity to the Board. Ex officio directors shall have professional knowledge and a background within the tourism industry. Ex officio directors shall not vote on any matter whatsoever before the Corporation's Board of Directors.

**Section 6.04 Regular Meetings.** The Board shall hold regular meetings not less than quarterly (once every three months) and at such other times as the Chairman or a majority of Directors direct. Notwithstanding the foregoing, the Board shall have a meeting every January for the purposes of electing the Officers and for any other purposes contained in a written notice to the Directors (the "January Meeting"). The Board shall also hold a meeting each year ("Annual Meeting") at such times as the Chairman directs. Special meetings of the Board may be called as set out in Section 6.05 Special Meetings. The Board may hold its meetings at such place or places as it may from time to time determine but in absence of such determination by the Board, all meetings shall be at the

Corporation's principal place of business. All meetings of the Board must be conducted within the State of Georgia.

**Section 6.05 Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Corporation or a majority of the Board of Directors. Notice of each special meeting shall be sent to each director by United States Mail, postage prepaid, by private overnight delivery service or by electronic transmission at least two (2) days in advance. When, however, circumstances require a special meeting on less than two (2) days prior written notice, such notification may be made by any other reasonably effective method. The time and place and purpose of the special meeting shall be set forth in the notice.

**Section 6.06 Quorum.** A majority of the voting directors of the Corporation presently in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**Section 6.07 Manner of Acting.** The act of the majority of the directors present at a meeting at which a quorum is present or is deemed to be present shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws.

**Section 6.08 Conduct of Meetings.** The Chairman, and in his or her absence, the Vice Chairman, and in their absence, any director chosen by the directors present, shall conduct meetings of the Board of Directors. The transaction of parliamentary business coming before the Board of Directors shall be generally governed by Roberts' Rules of Order, Newly Revised. Meetings shall be conducted



in accordance with O.C.G.A. 50-14- 1 to the extent applicable.

**Section 6.09 Vacancies; Absences.** Any vacancy occurring in the Board of Directors shall be filled by nomination and confirmation of appointment of the nominating or appointing authority under Article VI, Section 6.02 of these Bylaws. If the Chairman of the Board of Directors resigns, they may do so by presenting written notice to the Vice Chairman of the Board of Directors who may accept the resignation without approval of the full Board.

**Section 6.10 Committees.** Standing or temporary committees of the Corporation may be created by action of the Board of Directors. The charge of each committee will be stated in the resolution by which it is created. The Board will select the members of each committee by majority vote; committee appointments can include individuals who are not members of the Corporation Board of Directors, however, director members of each committee shall serve as chairman at the pleasure of the Chairman, Board of Directors. Each committee shall report regularly to the Board of Directors of the Corporation at meetings, or through written reports.

**Section 6.11 Agenda.** Any member of the Board of Directors may place an item of business on the agenda of meetings of the Board of Directors or on the agenda of any committee meeting by notifying the Executive Director of the Corporation by 12:00 p.m. on the day preceding the date of the meeting of the Board of Directors or the committee.

**Section 6.12 Open Meetings and Open Records.** The Board will comply with the State of Georgia Open Meetings Act and the State of Georgia Open Records

Act. Private executive sessions will be allowed by motion and majority vote of the Board and may be called to address legal actions, Corporation personnel matters, purchase and lease of real estate and other sensitive topics. Ex officio Directors may be entitled to attend executive sessions, if requested by the Chairman, but not participate in such meeting unless requested by the Chairman.

**Section 6.13 Meetings and Participation by Conference Call.**

Any meeting (including any committee meeting) for which proper notice has been provided may be conducted by conference call using a speaker telephone capable of allowing all members to hear all the discussion of the meeting. At least a quorum must be physically present at the designated meeting site in Coweta County.

**ARTICLE VII  
Officers**

**Section 7.01 Officers; Number.** The principal officers of the Corporation shall be the Chairman, Vice-Chairman, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

**Section 7.02 Election and Term of Office.** The officers of the Corporation to be elected by the Board of Directors shall be elected by the Board of Directors annually by the Board of Directors at the first regularly scheduled meeting in January. Each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her prior death, resignation or removal.

**Section 7.03 Removal.** Any officer may be removed with or without cause by vote of a majority of the Board of Directors.

**Section 7.04 Vacancies.** A vacancy in any office because of death, resignation (in writing to the Chairman), removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term of such office as soon after the occurrence of such vacancy as may be convenient.

**Section 7.05 Chairman.** The Chairman shall be the principal elected officer of the Corporation and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. The Chairman shall, when present, preside at all meetings of the Board of Directors. In general, the Chairman shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 7.06 Vice Chairman.** In the absence of the Chairman or in the event of his death, inability or refusal to act, or in the event for any reason it shall be impracticable for the Chairman to act personally, the Vice Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the transactions upon the Chairman. The Vice Chairman shall perform such other duties and have such authority as from time to time may be delegated or assigned to him by the Board of Directors.

**Section 7.07 Secretary.** The Secretary shall:

- A) keep minutes of the meetings of the Board of Directors in one (1) or more books provided for that purpose;
- B) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- C) be custodian of the records of the Corporation;



- D) keep or arrange for the keeping of a register of the post office address of each director which shall be furnished to the Secretary by each director; and
- E) in general, perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him by the Board of Directors.

**Section 7.08 Treasurer.** The Treasurer shall:

- A) oversee the financial health of the organization; and
- B) in general, perform all of the duties incident to the office of Treasurer and have other duties and exercise such other authority as from time to time may be delegated or assigned to him by the Board of Directors. If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

**Section 7.09 Employee Officers.** The Board of Directors shall have the power to hire a director to manage the day-to-day activities of the Corporation. The Board of Directors shall also have the power to terminate said director by a majority vote. In all other respects, said vote regarding termination shall be held in accordance with these Bylaws. Such employee director shall have the title(s), duties, and compensation as determined by the Board of Directors.

The Board of Directors shall have authority to set the amount of compensation to any and all employees and/or subcontractors of the corporation. All requests for modification of employee and/or subcontractor compensation shall be submitted to the Board of Directors for a vote in

accordance with these Bylaws.

**ARTICLE VIII.**  
**Contracts, Loans, Financial Policy; Special**  
**Acts**

**Section 8.01 Contracts.** The Board of Directors may authorize any Board Officer or Officers, Agent or Agents, including the Executive Director, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Corporation, and such authorization may be general or confined to specific instances. In the absence of other designation, all instruments entered into by the Corporation shall be executed in the name of the Corporation by the Chairman or the Vice Chairman and attested by the Secretary or the Treasurer. When so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers.

**Section 8.02 Loans.** No indebtedness for borrowed money shall be contracted on behalf of the Corporation and no evidence of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

**Section 8.03 Financial Policy.** The Board of Directors shall prepare, and adopt by majority vote, financial policies to insure financial stability of the Corporation. Such policies shall include, but not be limited to: banking selection, audit requirements, purchasing thresholds, procurement and vendor selection, and permissible investment instruments.

**ARTICLE IX  
Amendments**

**Section 9.01 Amendment.** These Bylaws, with exception to Section 6.02, may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors by the affirmative vote of not less than seventy-seven (77) percent of all directors at a properly called meeting of the Board of Directors.

**Section 9.02 Notice of Proposed Amendment.** Notwithstanding any provision of these Bylaws concerning notice of meetings, a proposed change to the Bylaws must be submitted in writing to all directors at least ten (10) days prior to the meeting in which the change will be considered. The proposed change will contain the current wording of the provision to be changed and the wording of the proposed change.

**ARTICLE X  
Dissolutions**

In the event of the liquidation or dissolution of the Corporation, whether voluntary or involuntary, the Corporation's assets, after all of the Corporation's liabilities and obligations have been discharged or adequate provision has been made therefore, shall be distributed to any association or associations organized for purposes similar to the purposes of the Corporation as may be designated by a majority of the Directors of the Corporation then holding office.

**ARTICLE XI  
Articles of Incorporation**

The Corporation shall be bound by the restrictions contained in its Articles of Incorporation and such Articles shall control to the extent



inconsistent with any provision of these Bylaws; however, if necessary, the Board of Directors may amend the Articles of Incorporation by vote consistent with Article IX, Section 9.01.

**ARTICLE XII**  
**Conflicts of Interest**

Directors shall adhere to the Corporation's Conflict of Interest Policy, as it may be adopted by the Board of Directors, which policy will be consistent with and in adherence to the provisions of O.C.G.A. § 14-3-860 through § 14-3-865 of the Georgia Nonprofit Corporation Code, and the Code of Ethics For Government Service, O.C.G.A. § 45-10-1 as applicable as such provisions may be amended from time to time. Any director refraining from voting on a particular matter pursuant to these provisions shall also recuse himself or herself from discussions or deliberations on the matter.

Even the appearance of impropriety is to be avoided. No Director shall accept a gift, payment, or other benefit in exchange for any consideration on any matter before the Board.

**ARTICLE XIII**  
**Code of Ethics**

**13.1 Purpose.** To give Board of Directors goals they should at all times strive to meet and exceed.

**13.2 Code.** Put loyalty to the highest moral principles and to country above loyalty to persons, party, or department; Uphold the Federal and State Constitutions, laws, and legal regulations and never be a party to their evasion; Never discriminate unfairly by the dispensing of special favors or privileges to anyone, and never accept, for self or family, favors or benefits under



circumstances which might be reasonably construed as influencing performance of duties; Make no private promises of any kind binding upon the duties of office, since a director has no private word which can be binding on public duty; Engage in no business with the Corporation, directly or indirectly, inconsistent with the best interest thereof; Never use information obtained confidentially in the performance of duties as a means for making private profit; Expose corruption wherever discovered; And uphold these principles, ever conscious that this office is a public trust.

**ARTICLE XIV**  
**Fiscal Year**

The fiscal year of the Corporation shall be the twelve (12) month period determined and set by the Board of Directors.

**ARTICLE XV**  
**Corporate Seal**

The Board of Directors shall procure a corporate seal which shall be circular in form, and contain thereon the name of the Corporation and its year of incorporation.

**ARTICLE XVI**  
**Indemnification**

**Section 16.01 Authority to Indemnify**

- A) To the extent authorized by O.C.G.A. §14-3-202(b)(4) and except as provided in subsections (b) and (c) of this Section 16.01, the Corporation shall indemnify an individual made a party to a proceeding because such individual is or was a Director against liability incurred in the proceeding, if such Director acted in a manner such director believed in good faith to be in or not opposed to the best interests of the Corporation

and, in the case of any criminal proceeding, such Director had no reasonable cause to believe the conduct was unlawful.

- B) The Corporation may not indemnify a Director under this section 16.01:
1. In connection with a proceeding by or in the right of the Corporation in which the Director was adjudged liable to the Corporation; or
  2. In connection with any other proceeding in which the Director adjudged liable on the basis that personal benefit was improperly received by the Director.
- C) Indemnification permitted under this Section 16.01 in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

**Section 16.02. Mandatory Indemnification.** Unless otherwise provided in the Articles of Incorporation, to the extent that a Director has been successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party, or in defense of any claim, issue, or matter therein, because that individual is or was a Director of the Corporation, the Corporation shall indemnify the Director against reasonable expenses incurred by the Director in connection therewith.

**Section 16.03 Advance for Expenses.**

- A) The Corporation shall pay for or reimburse the reasonable expenses incurred by a Director who is a party to a proceeding in advance of final disposition of the proceeding if:
1. the Director furnishes the Corporation a written affirmation of such Director's good faith belief that such Director has met the

standard of conduct set forth in Section 16.01(a) of these Bylaws;  
and

2. The Director furnishes the Corporation a written undertaking, executed personally or on the Director's behalf, to repay any advances if it is ultimately determined that the Director is not entitled to indemnification under Section 16.01.

- B) The undertaking required by Section 16.03(a) (2) must be an unlimited general obligation of the Director, but need not be secured and may be accepted without reference to financial ability to make repayment.

**Section 16.04 Determination and Authorization of Indemnification.**

- A) The Corporation may not indemnify a Director under Section 16.01 of these Bylaws unless authorized there under and a determination has been made in the specific case that indemnification of the Director is required in the circumstances because the Director has met the standard of conduct set forth in Section 16.01 (a).

- B) The determination shall be made:

1. by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the proceeding; or
2. if a quorum cannot be obtained under subparagraph (1) of this subsection, by majority vote of a committee duly designated by the Board of Directors (in which designated Directors who are parties may participate), consisting solely of two (2) or more Directors not at the time parties to the proceeding; or
3. by special legal counsel:
  - i. Selected by the Board of Directors or its committee in the



manner prescribed in subparagraphs (1) or (2) of this subsection (b); or

- ii. If a quorum of the Board of Directors cannot be obtained under subparagraph (1) of this subsection (b) and a committee cannot be designated under subparagraph (2) of this subsection (b), selected by majority vote of the full Board of Directors (in which selection Directors who are parties may participate).

- C) Authorization of indemnification or an obligation to indemnify and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is required, except that if the determination that indemnification is required as set forth in Section 16.04 subparagraph (B).

**Section 16.05 Indemnification of Officers, Employees, and Agents.**

Unless the Articles of Incorporation provide otherwise:

- A) an officer of the Corporation who is not a Director is entitled to mandatory indemnification under Section 16.02 of these Bylaws to the same extent as a Director; and
- B) The Corporation may, in the discretion of the Board of Directors, indemnify and advance expenses to an officer, employee, or agent, who is not a Director, to the extent the Board deems appropriate, consistent with public policy.

**Section 16.06 Director's Expenses as a Witness.** This Article XVI does not limit the Corporation's power to pay or reimburse expenses incurred by a Director in connection with such Director's appearance as a witness in a proceeding at a time when such Director has not been made a named defendant or respondent to the proceeding.



## Administration

**To: Coweta County Board of Commissioners**

**From: Michael Fouts, County Administrator**

**Date: 11/22/2021**

**RE: First Amendment to an Intergovernmental Agreement with the City of Newnan and Explore Newnan-Coweta, Inc.**

**Issue:** First Amendment to an Intergovernmental Agreement with the City of Newnan and Explore Newnan-Coweta, Inc.

**Discussion:** Beginning in 1991, Coweta County has imposed a hotel-motel excise tax within the unincorporated areas of the county for the purposes of promoting the community and tourism. In order to accomplish tourism efforts in Coweta County, a 501(c)3 non-profit was established along with the Convention and Visitor's Center (CVB) Board. The CVB Board is a volunteer Board whose members are appointed by the Board of Commissioners.

In 2019, Coweta County and the City of Newnan drafted local legislation that was adopted during the 2019 Regular Session by the General Assembly. This legislation authorizes the imposition of an excise tax of up to 8% in the unincorporated area of the county and within the City of Newnan. In accordance with State law regarding hotel/motel excise tax, the following spending restrictions apply to the hotel/motel tax revenues:

<u>Description</u>	<u>Amount</u>
Un-restricted	37.5% (3 pennies)
Restricted (Destination Marketing Organization)	43.75% (3.5 pennies)
Restricted (Tourism Product Development)	18.75% (1.5 pennies)

At the Commission meeting held on March 3, 2020, the Board voted to execute an Intergovernmental Agreement (IGA) between the County, the City of Newnan, and Explore Newnan-Coweta, Inc. to establish a joint Destination Marketing Organization (DMO) to promote countywide tourism and marketing.

As defined in the IGA, the County shall transfer its portion of the tax collected at a rate of 8% in accordance with State law (defined above). Following the creation of the DMO (Explore Newnan-Coweta, Inc.), it's beneficial to transition the operation of the Convention and Visitors' Bureau (also known as the Visitor's Center) to Explore Newnan-Coweta.

Updated: 11/23/2021 8:29 AM by Shannon Zerangue

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Therefore, an amendment to the IGA is proposed which shall delete Section 1, subsection (b) as stated below.

The following subsection shall be deleted in its entirety:

- “(b) The County shall transfer its portion of the tax collected at a rate of 8% to the County’s Hotel/Motel Fund to operate the Convention and Visitors’ Bureau after receiving said tax from the hotel/motel operators set out in the County’s ordinance, said amount to be in accordance with state law. The specific amount shall be determined annually and specified in the County’s adopted budget.”

If the amendment is approved, Explore Newnan-Coweta, Inc. will assume responsibility of the Visitor’s Center on January 3, 2022, including staff.

All other provisions of the IGA shall remain in full force and effect.

**FINANCIAL IMPACT:**

N/A

**Recommendation:** Staff recommends that the Board execute the First Amendment to an Intergovernmental Agreement between the County, the City of Newnan, and Explore Newnan-Coweta, Inc.



## City of Newnan, Georgia - Mayor and Council



Date: December 7, 2021

Agenda Item: 202 Greenville St

Prepared and Presented by:  
Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

**Purpose:** To schedule the public hearing concerning the dilapidated structure located at 202 Greenville St.

**Background:** Owner: Bujar Emini  
Permits: none  
Date Sub-Standard housing file was opened: December 3, 2021

Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

Previous inspections by Newnan Building Department have deemed the property to be unsafe. Information was presented to Council electronically concerning the condition of the above mentioned property on December 3, 2021.

**Options:**

1. Set Public Hearing Date for January 25, 2022.
2. Other direction from Council.

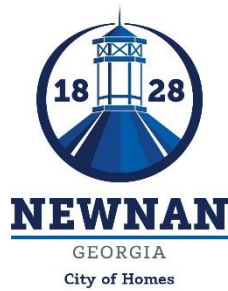
**Funding:** Not Applicable

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

### **Previous Discussions with Council:**

December 3, 2021 - Council informed of conditions.





## City of Newnan, Georgia - Mayor and Council

Date: December 14, 2021

Agenda Item: Easement – 22 Woodland Place

Prepared by: Cleatus Phillips, City Manager

**Purpose:** Authorization to enter into easement agreement between the City of Newnan and the owner of 22 Woodland Place.

**Background:** The owner of 22 Woodland Place has requested to utilize of portion of property owned by the City to build a fence. The property owner stated that due to the topography of his back yard and the adjoining city property, that building the fence on his property line isn't feasible. The property owner initially requested to buy a small piece of property, but staff would prefer to enter into an easement agreement and not sale the property.

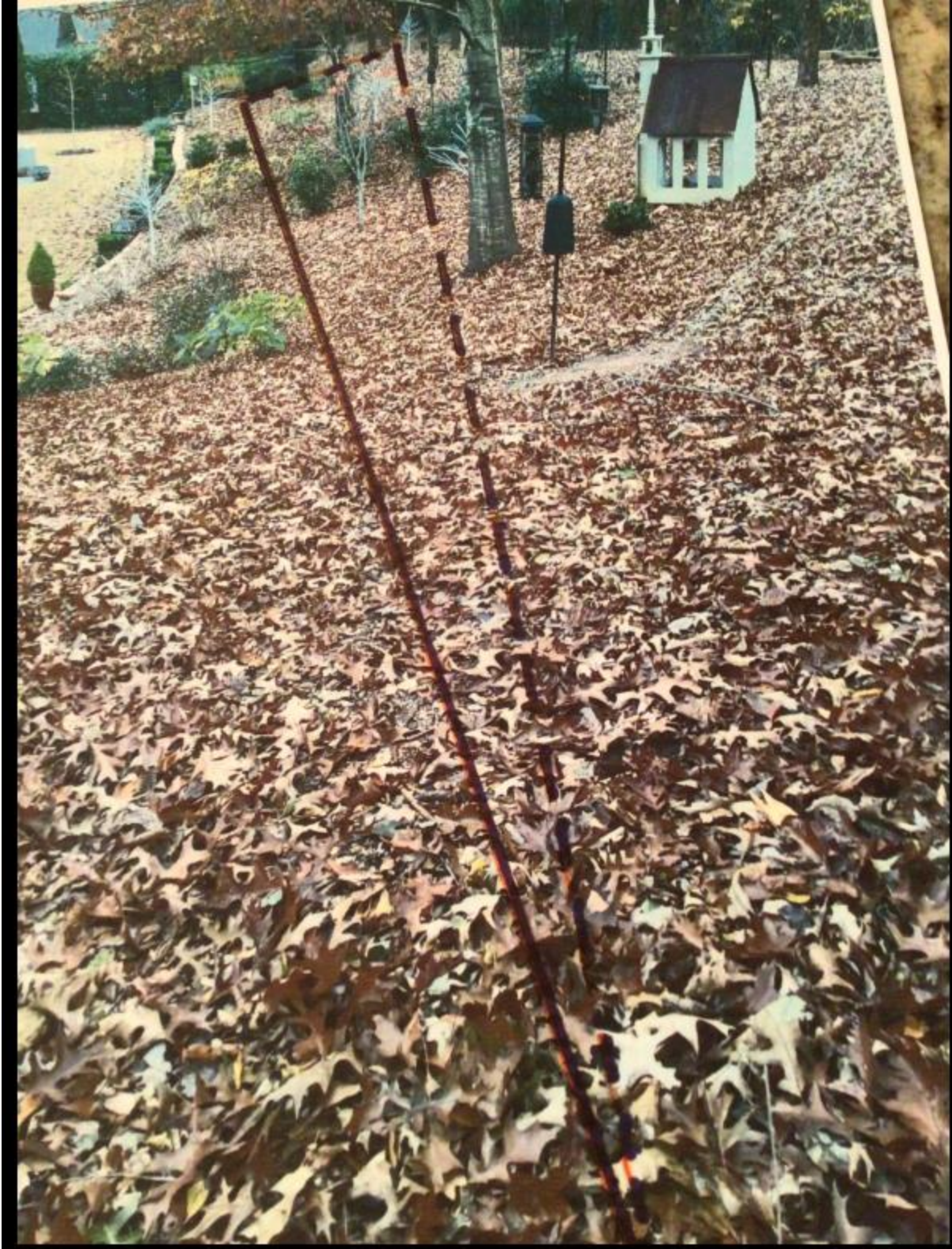
The agreement would allow the City to terminate the easement agreement if needed, but staff does not foresee utilizing the property in such close proximity to this neighborhood. We would certainly maintain a buffer if the city property was developed as future cemetery plots.

**Recommendation:** Authorize staff to prepare and enter into an Easement Agreement with the owners of 22 Woodland Place.

**Attachments:** Exhibit of Easement Area  
Pictures  
Aerial of Property

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









Overview



Legend

- Parcels
- Roads

<b>Parcel ID</b>	N38 0002 035	<b>Owner</b>	JEFFERS BILL F & DEBORAH T JEFFERS	<b>Last 2 Sales</b>			
<b>Class Code</b>	Residential		22 WOODLAND PL	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	NEWNAN 02		NEWNAN, GA 30263	11/2/2016	\$59900	LM	Q
<b>Acres</b>	0.26	<b>Physical Address</b>	22 WOODLAND PL	5/27/2015	\$60000	LM	Q
		<b>Assessed Value</b>	Value \$405068				

(Note: Not to be used on legal documents)

Date created: 12/7/2021  
 Last Data Uploaded: 12/7/2021 1:04:28 AM

Developed by Schneider  
 GEOSPATIAL



FLOOD HAZARD STATEMENT:

SHEET 2 OF 2

NOW OR FORMERLY CITY OF NEWMAN CEMETARY

(11) (40)

(11) (57)

N89°59'35"W

250.19'

19.55'

LAND LOT LINE

1/4" FOUND Q.T.

11  
11,150 sq. ft.  
0.256 acres

N00°14'30"E

115.67'

1139°25'52"W  
148.51'

10  
11,269 sq. ft.  
0.259 acres

NOW OR FORMERLY CITY OF NEWMAN CEMETARY

145.68'

PROPOSED COMMON DRIVERS TO BE HANDLED BY HOMEOWNER'S ASSOCIATION

#18

#22



S89°30'E 45.88'

N00°14'30"E

30.88'

195'

N89°45'30"W

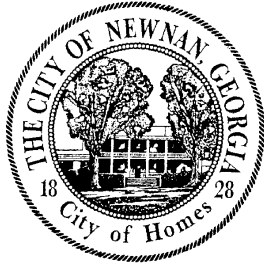
195'

N00°14'30"E

70.00'







## City of Newnan, Georgia - Mayor and Council

Date: December 14, 2021

Agenda Item: Intergovernmental Agreement with Coweta County  
Associated with Lower Fayetteville Road

Prepared by: Michael Klahr, Director of Engineering

**Purpose:** The City Council may consider a request for approval and execution of an Intergovernmental Agreement with Coweta County regarding Lower Fayetteville Road.

**Background:** The County and the City of Newnan have previously determined that Lower Fayetteville Road requires significant improvements due to current traffic volumes and anticipated growth in traffic volumes.

Lower Fayetteville Road is located within the jurisdictional boundaries of both Coweta County and the City of Newnan.

Therefore, both parties have determined that this project should be designed and constructed as a joint project with participation from both entities.

Additionally, both parties have agreed to submit the Lower Fayetteville Road project for potential funding as part of the Atlanta Regional Commission's 2022 Transportation Improvement Program (TIP) project solicitation. The ARC requires a formal agreement between parties for applications involving multiple jurisdictions.

As proposed in the Intergovernmental Agreement (IGA), the costs of the design shall be divided proportionally, and the cost of construction shall be divided based on the actual construction cost incurred within each jurisdiction.

The term of this Agreement shall commence upon execution and shall continue until the Project is complete or ten (10) years from the date of execution, whichever event occurs first.

**Options:**

1. Approve and authorize execution of the agreement
2. Other action as directed by Council

**Funding:** SPLOST- TBD

**Attachments:** Agreement



STATE OF GEORGIA  
COUNTY OF COWETA

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY,  
GEORGIA AND THE CITY OF NEWNAN, GEORGIA, RELATING TO  
THE SOLICIATION TO ARC FOR INCLUSION OF THE LOWER  
FAYETTEVILLE ROAD WIDENING AND IMPROVEMENT PROJECT IN THE  
2022 TIP**

**WHEREAS**, Coweta County, Georgia, (hereinafter “County”) and the City of Newnan, Georgia (hereinafter “City”) have determined that Lower Fayetteville Road requires significant improvements due to current traffic volume and anticipated continued growth in traffic volume; and

**WHEREAS**, the City and County have determined that this Project should be designed and constructed as a joint project with participation from both the City and County with the costs of the design being divided proportionally and the cost of construction being divided based on the actual construction cost incurred within each jurisdiction; and

**WHEREAS**, the County and the City find it in the best interests of the health, safety and welfare of the traveling public to perform this Project and to enter into an agreement for the design and construction of the project; and

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, the County and the City, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, enter into this intergovernmental agreement for the following purposes; and

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

- (a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1, *et seq.*; and
- (b) The County has validly adopted this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A § 50-14-1, *et seq.*

Section 2. Obligations of the Parties.

(a) The County shall:

- a. Be responsible for the portion of the project costs for the areas of the project located within its jurisdictional boundaries;
- b. Be responsible for future maintenance of the portion of the intersection and rights of way located within its jurisdictional boundaries.
- c. Seek and cooperate in the procurement of funding that may be available from Regional, State, and Federal sources

(b) The City shall:

- a. Be responsible for the portion of the project costs for areas of the project located within its jurisdictional boundaries;
- b. Be responsible for future maintenance of the portion of the intersection and rights of way located within its jurisdictional boundaries.
- c. Seek and cooperate in the procurement of funding that may be available from Regional, State, and Federal sources

Section 3. Term of Agreement. The term of this Agreement shall commence upon execution and shall continue until the Project is complete or ten (10) years from the date of execution, whichever event occurs first.

Section 4. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon (60) sixty days written notice. If notice to terminate is given, the City shall pay the County for all costs incurred under this agreement within thirty (30) days of invoice.

Section 5. Modification. The City and the County may modify this Agreement only in writing by having a modification signed by all parties and adopted pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 *et seq.*

Section 6. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 8. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 9. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 10. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for any particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

- (a) Coweta County - Administrator Michael Fouts, Coweta County Board of Commissioners, 22 East Broad Street, Palmetto, Georgia 30263.
- (b) City of Newnan – City Manager Cleatus Phillips, City of Newnan, 25 LaGrange Street, Newnan, GA 30263.

All notices shall be sent to the successors in office to any of the foregoing.

**SO AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

COWETA COUNTY, GEORGIA

By:

\_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_

Clerk

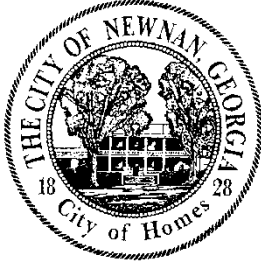
[SEAL]

CITY OF NEWNAN, GEORGIA  
Acting by and through the Mayor  
And Council

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

[SEAL]



## City of Newnan, Georgia - Mayor and Council

**Date:** December 14, 2021

**Agenda Item:** Authorization to release a Request for Qualifications (RFQ) for identification of development partner for 57 east Broad Street Redevelopment

**Prepared and Presented by:** Hasco Craver, Assistant City Manager

### **Purpose:**

Newnan City Council may consider and authorize City staff to issue a Request for Qualifications (RFQ) to identify a qualified developer and/or development team to support the successful redevelopment of real property located at 57 East Broad Street.

### **Background:**

On February 23, 2021, Newnan City Council approved an overall project budget for the redevelopment of real property located at 57 East Broad Street at \$6.4 million.

In March 2021, the City of Newnan acquired real property at 57 East Broad Street.

The table below demonstrates the activities included in the approved project budget:

<b>Project Budget</b>	
Property Purchase	\$4,000,000
Demolition & Abatement Contract	\$2,083,000
Project Oversight	\$106,891.47
Architectural & Engineering	\$54,000
Testing Services, Surveys, ETC	\$35,484.50
Permitting & Other Cost	\$12,984.50
Owner Contingency	\$107,639.53
<b>Total Budget</b>	<b>\$6,400,000</b>

On November 9, 2021, Newnan City Council awarded a demolition and abatement contract to Sabre Demolition. Related activities are scheduled to begin on December 20, 2021.

Beginning in spring 2021, Newnan City Council identified and began a master planning process, guided by Nelson Worldwide that resulted in a conceptual design, which is attached herein.

The conceptual design was developed after hosting numerous interviews with stakeholder groups as well as a community-wide questionnaire.

The conceptual site plan is meant to serve as a guiding document.

Please note that the conceptual design is not a finalized program that will singularly dictate the successful redevelopment of real property at 57 East Broad Street.

The conceptual design will allow qualified development partners to better understand the types of uses desired by the City of Newnan.



City staff is seeking authorization from the Newnan City Council to develop a RFQ that seeks the following:

- A successful development team demonstrating experience with mid- to large-sized municipal, mixed-use redevelopment projects (office, retail, hotel, residential, entertainment, etc.), that promote community and which have been catalysts for stimulating economic growth and revitalization; and
- The transformation of an underperforming and aging landmark into a holistic and vibrant community center; and
- Connection to surrounding commercial and residential neighborhoods and their patrons, visitors and residents; and
- An enlivened destination exhibiting a mix of uses and amenities; and
- A project that maximizes private investment, optimizes public investment, and minimizes public risk

It is the staff's intent to work collaboratively with the chosen developer, Newnan City Council and Nelson Worldwide to refine the design concept in a mutually beneficial way that streamlines the process of approvals and ultimately accelerates the timeline for commencing and completing the development.

**Funding:**

N/A

**Recommendation:**

City staff encourages the Newnan City Council to authorize staff to release a Request for Qualifications (RFQ) to identify a qualified developer and/or development team to support the successful redevelopment of real property located at 57 East Broad Street, in accordance with the guidelines described herein.

**Attachments:**

1. Redevelopment Design Concept developed by Nelson Worldwide

**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 August 24, 2021, formally engaged NOVA Environmental as the environmental consulting firm. On November 9, 2021 the Newnan City Council awarded a demolition and abatement contract to Sabre Demolition.





Shared parking deck on existing surface lot to provide parking for development and downtown

2 story space for brewery with roof deck overlooking plaza area

3 levels of office over retail - with views into plaza area 36,300 sf

Retail/restaurants with patios surrounding plaza area

Extend Spring Street into site to improve street and pedestrian connectivity with downtown

Residential wrapping deck and overlooking plaza area - 4 stories with 72 units

Townhomes with rooftop patios surrounding pocket park 22 units

Shared Parking Deck  
4 Levels  
+/- 330 sp

3.6K

2 Levels  
615K

7.8K

Lawn

8.1K

Hotel Lobby

2K

4K

Shared Parking Deck  
5 Levels  
+/- 205 sp

Park

Park

Andrew Street extension connecting into site

Create community park around shared detention area as a feature

LINC trail wrapping through park and connecting to downtown

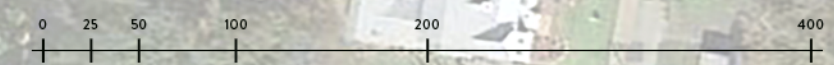
Existing building facade maintained and creating gateway to outdoor patio space

Hotel above retail with rooftop patio and views to downtown and plaza area 5 levels with 106 rooms

Central plaza space serving as public gathering space and area for event programming

**Development Summary**

Retail/Restaurants	32,000 sf
Office	36,300 sf
Hotel	106 rooms
Residential	94 units
<b>Parking</b>	<b>602 spaces</b>
Decked	535 sp
On Street	42 sp
Broad Street	25 sp



21 JUNE 2021





Shared parking deck on existing surface lot to provide parking for development and downtown

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Retail/restaurants with patios surrounding plaza area

Extend Spring Street into site to improve street and pedestrian connectivity with downtown

Multi-family residential wrapping deck and overlooking plaza area - 4 stories with 72 units

Townhomes with rooftop patios surrounding pocket park 22 units

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+/- 330 sp

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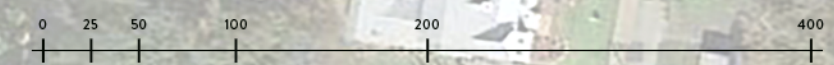
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21 JUNE 2021





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3.6K

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7.8K

Lawn

8.1K

Hotel Lobby

2K

4K

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5 Levels  
+/- 205 sp

Park

Park

EAST WASHINGTON STREET

EAST BROAD STREET

SPRING STREET

ANDREW STREET

SALBIDE AVENUE

Andrew Street extension connecting into site

Create community park around shared detention area as a feature

LINC trail wrapping through park and connecting to downtown

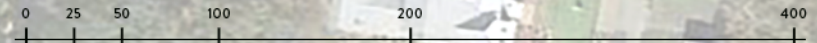
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On Street	42 sp
Broad Street	25 sp



21 JUNE 2021





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

MELISSA D. GRIFFIS (GA, AL)

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

December 8, 2021

**VIA EMAIL ONLY**

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

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

Dear Ms. Dunnavant:

Poplar 20-20, LLC, Applicant of the above-described property ("the Property") in Newnan, Georgia, hereby requests to be continued from the Tuesday, December 14, 2021 City Council agenda to the Tuesday, January 25, 2022 at 6:30 p.m. City Council agenda so that they have more time to edit plans and gather information as requested at the last meeting. We appreciate the opportunity to bring this project to the City of Newnan and appreciate the granting of this continuance.

If you should need any additional information, please do not hesitate to contact me.

Yours Truly,

A handwritten signature in blue ink, appearing to read 'Melissa D. Griffis', written in a cursive style.

Melissa D. Griffis  
For Poplar 20-20, LLC

MDG/kr



## City of Newnan, Georgia - Mayor and Council



Date: December 14, 2021

Agenda Item: Continuation of Public Hearing- Annexation Request for Annex2021-01 by Poplar 20-20, LLC; 42.20± acres on Poplar Road (Tax Parcel #s 087 2005 001, 087 2005 002, and 087 2005 003); Requested zoning of MXD (Mixed Use Development) for 350 multi-family units, 155 active adult senior units, 101 townhomes, 672,800 square feet of office space, a 140-key hotel, 75,200 square feet of retail/restaurant space and 4 parking decks – Consideration of Ordinances.

Prepared By: Tracy S. Dunnivant, Planning Director

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**Purpose:** To continue the public hearing and consider ordinances for Annex2021-01 by Poplar 20-20, LLC for 42.20± acres on Poplar Road (Tax Parcel #s 087 2005 001, 087 2005 002, and 087 2005 003). The requested zoning is MXD (Mixed Use Development) and the applicant is proposing 350 multi-family units, 155 active adult senior units, 101 townhomes, 672,800 square feet of office space, a 140-key hotel, 75,200 square feet of retail/restaurant space and 4 parking decks.

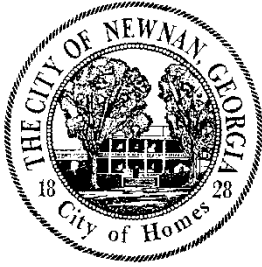
**Background:** On November 23, 2021, the Council continued a public hearing on the annexation of 42.20± acres on Poplar Road. After hearing the applicant's proposal and the additional input from the public, the consensus of the Council was to give the applicant additional time to address the comments and concerns raised during the hearing. Therefore, Council voted to continue the public hearing and ordinance considerations until December 14, 2021.

On December 8, 2021, staff received a request from the applicant seeking a postponement of the December 14<sup>th</sup> hearing date. The applicant indicated their team is currently working on changes to the master plan, but needs more time than originally anticipated to gather information and make modifications. They are seeking a continuance until the January 25, 2022 meeting.

**Funding:** N/A

**Recommendation:** N/A

**Previous Discussion with Council:** April 13, 2021; October 26, 2021; November 23, 2021



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

Date: October 26, 2021

Agenda Item: Annexation Request – Annex2021-01  
42.20± acres located off Poplar Road (Tax Parcel #s 087 2005 001, 087 2005 002, 087 2005 003)

Prepared and Presented by: Tracy Dunnavant, Planning Director

## **ANNEXATION ASSESSMENT**

### **APPLICANT INFORMATION:**

Melissa Griffis on behalf of Poplar 20-20, LLC  
1539 Bear Creek Road  
Moreland, GA 30259

Poplar 20-20, LLC is proposing to develop a mixed-use project on Poplar Road. The subject property lies to the north of Newnan Piedmont Hospital and to the east of I-85. The tracts are contiguous to the city limits via the Stillwood Apartments' tract to the north and the Georgia Power substation and commercial property to the east. The applicant is seeking an MXD (Mixed Use Development District) zoning for all three tracts.

### **SITE INFORMATION:**

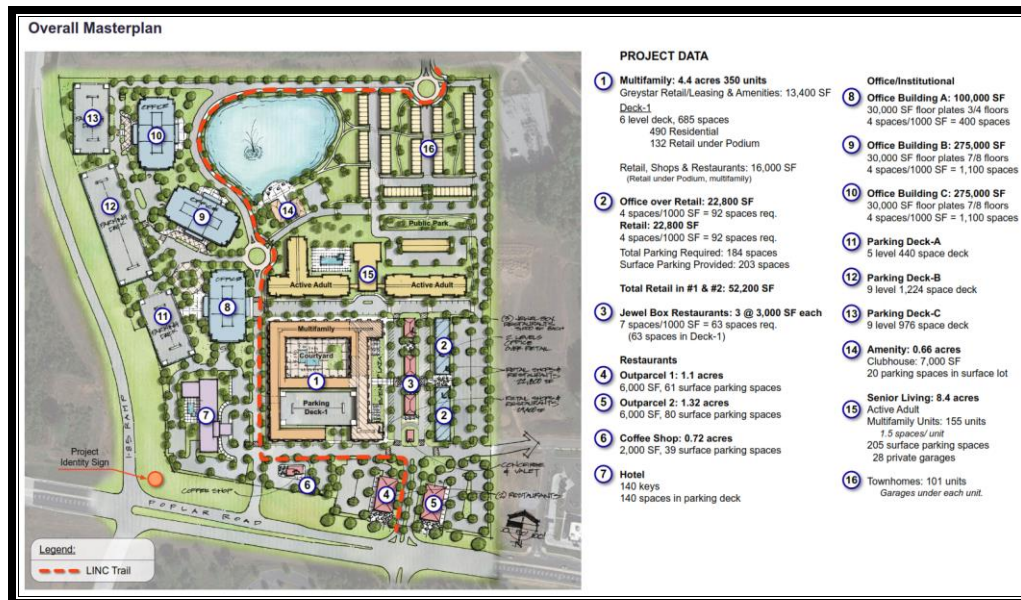
The site consists of 42.20± acres on Poplar Road. The tracts are primarily vacant with the exception of a single-family home and a dilapidated outbuilding. The tax parcel ID numbers are 087 2005 001, 087 2005 002, and 087 2005 003. The tracts are currently under the County's jurisdiction and are zoned RC (Rural Conservation).



### **OVERVIEW OF REQUEST:**

The applicant is seeking to construct a development consisting of 350 multi-family units, 155 active adult senior units, 101 townhomes, 672,800 square feet of office space, a 140-key hotel, 75,200 square feet of retail/restaurant space and 4 parking decks. The original concept drawing

showed the same amount of retail/restaurant, hotel keys, and office space, but had 304 MF units, 86 assisted living units, and 150 independent living units. That concept has since been modified on July 29, 2021 to the breakdown specified above. The requested zoning is MXD (Mixed Use District) which “allows and encourages flexibility and creativity in the design and development of comprehensively planned, mixed use centers. It provides a more adaptable approach to the comprehensive design and development of mixed-use centers than the procedures and regulations applicable under other various conventional zoning categories and planned development zones”. If approved, the project will be developed in two phases with the majority of development occurring in phase one.



As with all MXD developments, the applicant has provided an overall master plan as well as elevations, design guidelines, landscape and hardscape standards, and signage requirements. In terms of amenities, the plan provides for a central “event plaza” designed for interactive events, a 7,000 square foot club house and a natural pond. It emphasizes walkability and even provides a future LINC connection. In addition, the space where the Phase 2 office buildings are to be located will be used for outdoor events such as sports activities and concerts until construction commences on that second phase.

In terms of the residential components, both the multi-family developments and the townhomes will have to meet the requirements specified in Article 3 of the Zoning Ordinance. Those include size, exterior materials, driveway standards, etc. Amenities for the multi-family portion will include a fitness center, a manicured courtyard, a grilling area, and outdoor recreational space including a dining area and seating areas with a firepit. There will also be an emphasis on pet-friendly amenities including “bark parks”, strategically-placed pet stations, pet salons, and even “Yappy Hour” socials.

It should be mentioned that the size of the proposed development triggered a Development of Regional Impact (DRI). DRIs are designed to provide a means of revealing and assessing potential impacts of large-scale developments before conflicts relating to them arise. One of the primary areas of concern is transportation, which requires a Georgia Regional Transportation Authority (GRTA) review to determine and mitigate current and future impacts to mobility. At the end of the review process, GRTA provided their findings in a Notice of Decision with conditions

that must be adhered to in order for the project to move forward. Those conditions have been outlined in the impact on facilities and public services portion of this report.

The full application as well as additional supporting documentation can be found via the link below:

<https://www.dropbox.com/s/43z0407jdzlot50/Dropbox%20Information%20Poplar%20Place.pdf?dl=0>

## **STANDARDS:**

In making a decision, the Zoning Ordinance requires the Planning Commission and the City Council to give reasonable consideration to the following standards. Staff has assessed each standard and identified those with a green check mark ✓ as standards being met by the proposed annexation/rezoning and those with a red “X” ✗ as standards not being met.

**Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?** The subject tract is located at the northeast corner of I-85 and Poplar Road. It is primarily surrounded by a variety of uses including commercial/office (east), multi-family apartments (north), Piedmont Newnan Hospital (south) and the on-ramp to Interstate 85 (west). In terms of zoning, the properties to the north and east are in the city limits and are zoned PDR (Planned Development Residential) and CGN (General Commercial), while the hospital tract and the interstate are under the County’s jurisdiction.

All three properties being considered for annexation are currently zoned RC (Rural Conservation) in the County and were given an Interstate Gateway and Commercial Corridor Character Area in their 2016-2036 Comprehensive Plan. While the County staff report indicates that mixed use developments are recommended in this area, they did express concern about the density exceeding the intent of the character area and the development’s impact on the area’s physical landscape. However, in their proposed Comprehensive Plan for 2041, they have placed the property in a “complete community” and “growth priority” area. Their plan specifies that “complete communities located within the growth priority may have regional characteristics to accommodate higher densities”.

In addition to the GRTA review, Three Rivers Regional Commission (TRRC) must also complete a review. In their assessment, they indicate that property lies within the “rapid development area of the “Areas requiring Special Attention” map in the 2019 Three Rivers Regional Plan”. They further explain that this area is “recommended to be used for institutional (government and education), commercial and retail, service and office, high-density residential, suburban residential, entertainment and community gathering and greenspace”.

Given the County’s vision for this area as a complete community and growth priority area, TRRC’s identifying the area for rapid development, and with the existing uses on properties adjacent to the subject tracts, and the project abutting Interstate 85, staff feels the proposed uses would be suitable for the area.

**Staff Assessment – PROPOSED USE IS SUITABLE ✓**



**Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?** The greatest impact from this development will be traffic. Per the traffic study produced by Kimley Horn, the development at full build out will generate roughly 12,643 net new trips per day. As mentioned previously, this project was deemed a DRI which required the developer to conduct a traffic study that was reviewed by GRTA to determine what traffic improvements would be needed to ensure an adequate level of service was maintained. GRTA developed a list of conditions that was included in their Notice of Decision. Those conditions should be adopted as part of the approval process.

**Staff Assessment – ADVERSE AFFECT IN TERMS OF ADDITIONAL TRAFFIC, BUT THE INCLUSION OF GRTA’S CONDITIONS AS A CONDITION OF ZONING SHOULD MITIGATE THE IMPACT ✓**

**Are their substantial reasons why the property cannot or should not be used as currently zoned?** The property is currently zoned RC (Rural Conservation) in the County. That particular zoning district permits agriculture, forestry, and low density single-family residential land uses. With this area designated as an Interstate Gateway by the County, a rapid development area by TRRC, and with the adjacent commercial, office, and multi-family uses, staff feels the RC zoning is no longer appropriate. Therefore, while the property could be used for RC purposes, the permitted uses would not fit with the current development nor the City’s and County’s future plans for this area.

**Staff Assessment – PROPERTY COULD BE USED AS CURRENTLY ZONED, BUT STAFF FEELS RURAL CONSERVATION (RC) IS NO LONGER A REASONABLE ZONING DESIGNATION ✓**

**Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?** In an effort to ascertain impact, the applicant completed a Community Impact Assessment (CIA) which looks at the services listed above and provides a financial analysis of the project. A copy of the full assessment has been provided with the accompanying documentation for this report. A summary of the assessment’s findings are as follows:

Traffic:

Since this project was part of a DRI, GRTA has included the following conditions to mitigate traffic issues:

## **Attachment A – General Conditions**

### **General Conditions of Approval to GRTA Notice of Decision:**

Bicycle, Pedestrian & Transit Facilities:

- Provide pedestrian connectivity between all buildings and uses.
- Provide sidewalks along the DRI frontage of Poplar Road

Newnan Crossing Boulevard at Stillwood Drive / Site Driveway A:

- Provide an ingress and egress lane at the intersection with Stillwood Drive to create a four-legged intersection.

Mercantile Drive at Site Driveway B:

- Connect DRI Driveway B into Mercantile Drive to ensure direct access to Newnan Crossing Boulevard

Poplar Road at Piedmont Hospital Entrance / Site Driveway C:

- Align Driveway C to form the fourth leg of the existing Poplar Road / Piedmont Hospital Entrance signalized intersection
- Coordinate with GDOT, City of Newnan and Coweta County to identify and install, per their approval: 1) the appropriate ingress and egress configuration at Driveway C; and 2) a right turn deceleration lane on Poplar Road at Driveway C.
- Install crosswalks on all legs of the intersection, per GDOT, City of Newnan and Coweta County approval
- Coordinate with GDOT, City of Newnan and Coweta County to determine the needed storage length for the existing eastbound left turn lane on Poplar Road at Driveway C. Install the additional storage as specified by GDOT, City of Newnan and Coweta County. Restripe the movement from a U-turn to a turn lane.

Poplar Road at Site Driveway D:

- Continue to coordinate with GDOT, City of Newnan and Coweta County to explore the feasibility of a driveway located between the I-85 ramp and the Piedmont Hospital Entrance / Driveway C. If a right-in, right-out driveway is approved, install a right turn deceleration lane, per GDOT and Coweta County approval

## **Attachment B – Required Elements of the DRI Plan of Development**

### **Conditions Related to Altering Site Plan after GRTA Notice of Decision:**

The on-site development will be constructed materially (substantially) in accordance with the Site Plan. Changes to the Site Plan will not be considered material or substantial so long as the following conditions are included as part of any changes:

- All “Proposed Conditions of Approval to GRTA Notice of Decision” set forth in Attachment A are provided.

## **Attachment C – Required Improvements to Serve the DRI**

As defined by the *GRTA DRI Review Procedures*, a “Required Improvement means a land transportation service or access improvement which is necessary in order to provide a safe and efficient level of service to residents, employees and visitors of a proposed DRI.”

The Required Improvements in the study network were identified in the Review Package as necessary to bring the level of service up to an applicable standard before the build-out of the proposed project. These requirements are identified in Sections 1 and 2 of this Attachment. Section 1 contains improvements that do not require GRTA approval at this time because they are to be constructed prior to the completion of the DRI Plan of Development. However, GRTA approval shall be required in the event state and/or federal funds are proposed at a later date to be used for any portion of the improvements described in Section 1. Section 2 contains improvements that require GRTA approval prior to the expenditure of state and/or federal funding. Subject to the conditions set forth in Attachment A and Attachment B, GRTA approves the expenditure of state/and or federal funding for the improvements contained in Section 2.

**Section 1:**

**General Conditions of Approval to GRTA Notice of Decision:**

\*\* These are the same as the general conditions specified in "Attachment A" above.

**Section 2:**

Newnan Crossing Boulevard at Stillwood Drive

- Continue to advance the City of Newnan roundabout project at the intersection

Newnan Crossing Boulevard at Lower Fayetteville Road

- Continue to advance the roadway improvement project on Lower Fayetteville Road

Newnan Crossing Boulevard at Poplar Road

- Monitor the eastbound left turn lane on Poplar Road at Newnan Crossing Boulevard. Restripe the existing hatched pavement as a second eastbound left turn lane, if and when necessary.

Mercantile Drive at Newnan Crossing Boulevard

- Monitor the intersection and implement access management and turn lane improvements as necessary.

I-85 Interchange at Poplar Road

- Monitor the intersection's capacity needs and signal timing coordination with nearby Poplar Road intersections (Newnan Crossing Bypass, Newnan Crossing Blvd, Piedmont Newnan Hospital / Driveway C), and make improvements if and when necessary.

Police: Chief Blankenship has indicated that his department can service the development and estimates an additional 1096 calls for a 24-month period. He indicates that since it is an

increase in people and vehicle traffic to the area, it would affect call service and response time to other parts of the City.

Fire: Chief Stephen Brown has indicated that NFD can service this development but did express concern about the increased traffic and potential motor vehicle accidents leading to increased call times to surrounding areas.

Newnan Utilities: Newnan Utilities will be the water, and sewer provider for the project. Scott Tolar reviewed the project and indicated that there is ample capacity to serve the proposed facilities. Needs from the developer in terms of each service has been included in an email that has been provided as an attachment to the assessment and included in the CIA.

Engineering:

Environmental:

1. The development plan shall follow the design standards and guidance per the Georgia Storm Water Management Manual, in compliance with the **Post-Development Stormwater Management Ordinance** for the City of Newnan.  
Note a new requirement for on-site, runoff reduction, effective December 6, 2020.
2. The development plan shall include a three-phased erosion control plan in compliance with the **Soil Erosion, Sedimentation and Pollution Control Ordinance** for the City of Newnan. If the development proposes to disturb more than 50 acres, the developer shall submit the Erosion, Sedimentation and Pollution Control plans to the City for review and approval by the City, prior to submittal to the Georgia Environmental Protection Division for their review and approval.
3. All streams, wetlands and other environmentally sensitive areas such as floodplain and floodway shall be delineated and located within open space to the extent practically possible. The development plan shall be in compliance with the **Floodplain Management and Flood Damage Prevention Ordinance** for the City of Newnan. Any development within a floodplain or waters of the US shall be properly permitted with the Federal Emergency Management Agency (FEMA), or the United States Army Corp of Engineers (USACE), as applicable.
4. This site is located within a water supply watershed and thus increased stream buffers apply as follows: perennial streams shall carry an undisturbed stream buffer on 100 feet with an additional impervious surface setback of 50 feet; intermittent streams shall carry an undisturbed stream buffer of 50 feet with an additional 25-foot impervious surface setback. Buffers shall be measured from the point of wrested vegetation and shall be delineated in the field.
5. This site is located within the Stillwood Creek watershed drainage basin and stormwater management shall comply with the conditions set forth in the **Stillwood Creek Watershed Drainage Policy** as Section 10-169 of the **Post-Development Stormwater Management Ordinance** for the City of Newnan.

Transportation:



1. The development shall connect to a proposed roundabout at Stillwood Drive/ Newnan Crossing Boulevard East. The cost for design for and construction of the approach to the roundabout from the development shall be borne by the developer.
2. The developer shall design and modify existing pavement makings on Newnan Crossing Boulevard East, at Mercantile Drive, to accommodate left turn movements from Newnan Crossing Boulevard East to Mercantile Drive,
3. The development shall include ADA compliant sidewalks along both sides of all streets to be publically dedicated. Sidewalks installed as a continuation of Mercantile Drive shall match existing. Sidewalks installed along the proposed street linking Poplar Road to the roundabout intersection at Stillwood Drive/ Newnan Crossing Boulevard East shall be six (6) feet in width, minimum, with a four (4) foot grass strip between the sidewalk and back of curb. All other sidewalks, internally, shall be as per Final Notice of Decision for the DRI, and shall connect to the public Right-of-Way at Poplar Road and Mercantile Drive.
4. The developer shall provide and install street lighting along all streets to be publicly dedicated, to meet City standards for lighting.
5. Any segments of the Newnan LINC proposed as a part of the development for public dedication, are subject to review and approval by the City agencies overseeing the LINC activities.

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

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

In terms of number of projected students, the average household in Coweta County based on census data from 2019 had .49 children between the ages of 5 and 17. This would mean an estimated 220 additional students for the Coweta County School System at build out. The senior living units were not included in this calculation.

Taxes: Based on the 2021 millage rate, the applicant has indicated that the project would generate approximately \$818,818 annually for the City of Newnan and \$7,524,696 in total tax revenues. This figure does not include up front revenues during construction including impact fees, permits and inspections.

Proposed Development Program	Unit	Size	Improvement Value/Unit	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
Multifamily	Unit	350	\$366,253	\$128,188,667	\$183,259	\$953,211	\$192,283	\$16,921	\$338,418	\$1,684,091
Restaurant / Retail	SF	75,200	\$580	\$43,650,000	\$62,402	\$324,581	\$65,475	\$5,762	\$115,236	\$573,456
Senior Living	Unit	155	\$407,613	\$63,180,000	\$90,322	\$469,806	\$94,770	\$8,340	\$166,795	\$830,034
Office	SF	672,800	\$405	\$272,812,500	\$390,013	\$2,028,634	\$409,219	\$36,011	\$720,225	\$3,584,102
Hotel	Key	140	\$171,094	\$23,953,125	\$34,243	\$178,115	\$35,930	\$3,162	\$63,236	\$314,687
Townhomes	Unit	101	\$405,703	\$40,976,000	\$58,579	\$304,698	\$61,464	\$5,409	\$108,177	\$538,326
<b>TOTAL</b>				<b>\$572,760,292</b>	<b>\$818,818</b>	<b>\$4,259,046</b>	<b>\$859,140</b>	<b>\$75,604</b>	<b>\$1,512,087</b>	<b>\$7,524,696</b>

As with all development, the project will impact service provision. The question is whether or not it is excessive or burdensome. In this case, all of the service providers have indicated that they are able to address the needs of the development and the traffic issues can be mitigated through measures dictated by the DRI and the City’s Engineering Department.

**Staff Assessment – PROJECT WILL HAVE AN IMPACT; HOWEVER, ALL SERVICE PROVIDERS HAVE INDICATED THAT THEY CAN SERVE THE DEVELOPMENT AND THE CONDITIONS OF THE DRI SHOULD MITIGATE TRAFFIC ISSUES ✓**

**Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?**

The property is outside of the city limits and therefore was not considered in the City’s Comprehensive Plan. The County’s Comprehensive Plan shows the area as Interstate Gateway and Commercial Corridor Character Area on its current Future Land Use Map. The properties in the City that abut the tracts are shown as High Density Residential and Commercial, Mixed Use on the City’s current future land use map and “planned development” and “business/office” in the City’s proposed future land use plan. Therefore, since the development includes a mixture of residential, office and commercial uses, it would be compatible with the adjacent tracts currently in the City and mixed use is listed as a type of development that is encouraged within the County’s Interstate Gateway and Commercial Corridor Character Area. Although the County staff did feel the densities were too great, the City allows for higher densities and the development would provide an opportunity to create a “live, work, play environment.

**Staff Assessment – THE PROPOSED DEVELOPMENT WOULD BE COMPATIBLE AS FUTURE “MIXED USE” ✓**

**Is the proposed use consistent with the purpose and intent of the proposed zoning district?**

The overall purpose of the Mixed-Use Development district is to allow and encourage greater flexibility and creativity in the design and development of comprehensively planned mixed-use centers. This is done through a specific plan for the development which is adopted as a condition of the zoning. In this case, the applicant has provided a concept plan showing a mixture of uses, proposed building elevations, design guidelines, open space elements, landscape and hardscape standards, and signage requirements. As such, it would be consistent with the purpose and intent of the proposed zoning designation.

**Staff Assessment – PROPOSED USE IS CONSISTENT WITH THE PROPOSED ZONING DISTRICT REQUESTED ✓**

**Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?**

The City is in the process of completing a full update of its Comprehensive Plan, which includes the future land use map. The subject tract was not included in the Comprehensive Plan, but the adjacent tracts within the city limits are shown as

future “planned development” and future “business/office”. If brought into the city limits, the properties would most likely be shown as future “mixed-use” based on our proposed future land use definitions. Mixed-use is defined as “areas that blend residential, commercial, cultural, institutional, or entertainment uses that are physically integrated. Mixed-use developments require a specific development plan with emphasis being placed on creating a walkable community”. The mixed-use designation would be consistent with the proposed future land use designations for the area as the planned development reflects the existing high-density apartments and the business/office would complement the non-residential uses being proposed. Also, in reviewing the City’s proposed Comprehensive Plan update, there are multiple references to encouraging mixed use development to increase walkability, promote quality of life and provide alternative transportation options.

**Staff Assessment – THERE ARE NO NEW OR CHANGING CONDITIONS THAT WOULD IMPACT THE SUBJECT PROPERTY’S FUTURE DESIGNATION AS “MIXED USE” ✓**

**Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

As stated above, this tract is situated on an I-85 interchange, sits across the street from a hospital, and abuts commercial and high-density zoned properties. It is located on a minor arterial road (Poplar Road) and will be connected to a second minor arterial road in Newnan Crossing Boulevard East. This location has the infrastructure to accommodate a development of this size while remaining consistent with the City’s surrounding zoning designations.

While there is no doubt that a project of this magnitude will impact service provision; the question is whether or not this impact can be managed. All service providers stated that they can handle the impact with police and fire indicating that response times may be greater given the intensity of the project. The DRI process that was conducted will mitigate the traffic issues and the developer will need to work with the school system to ensure that they can plan for the additional students.

While there have been several apartment complexes have been approved over the past few years, this project is different in that it is not your typical garden style stand-alone apartments. In addition to the 350 multi-family units, there will also be 155 active adult senior units and 101 townhomes. These residential uses would be an integral part of the overall development and would provide easy pedestrian access to both work and shopping areas for its residents. In addition, one of the concerns for shopping centers is their long-term viability. With the residential components, the development would have a built-in customer base that should allow it to continue to thrive even in economic downturns.

**Staff Assessment – THE PROPOSED PROJECT WOULD REFLECT A REASONABLE BALANCE - ✓**

**SUMMARY OF STAFF FINDINGS:**

After assessing the project based on the standards to be considered for rezoning requests, Staff found that the development meets **8 of the 8 standards**.

**COWETA COUNTY RESPONSE TO THE ANNEXATION:**

In accordance with the annexation laws, the City notified the County of the annexation once the City Council decided to accept the application and move forward with the public hearing process. The County reviewed the application and advised the City of their intent not to file a Notice of Objection, but did ask that the City consider the following condition:

- The City and/or developer should be required to incorporate and financially fund all transportation requirements associated with the Notice of Decision.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission at their September 14, 2021 meeting held a public hearing regarding the request and voted 4 - 2 to recommend the annexation and rezoning with the following conditions:

- The project will be consistent with the concept plan, density, project data, amenities, proffered conditions and elevations provided as part of the application that was amended on July 29, 2021 to include the overall masterplan and all corresponding information provided in the Concept Design Presentation dated August 24, 2021.
- The developer will be required to adhere to all conditions specified in the Notice of Decision provided by GRTA dated August 11, 2021.
- The developer will be required to meet all conditions recommended by the Director of Engineering as listed in his letter of September 7, 2021.
- The front lots (further identified as outparcels 4 and 5 on the overall master plan) will not be used as a gas station or a convenience store.

**OPTIONS:**

- A. Approve the rezoning request as submitted
- B. Approve the rezoning request with conditions
- C. Deny the rezoning request

**ATTACHMENTS:** Revised Application for Annexation  
Location Map  
County Notice of Intent Not to Object  
GRTA Notice of Decision Letter  
TRRC Final Report  
Traffic Study Executive Summary  
Community Impact Assessment  
Service Provision Comments





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

MELISSA D. GRIFFIS (GA, AL)

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

July 29, 2021

**VIA EMAIL ONLY**

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

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

Dear Ms. Dunnavant:

Poplar 20-20, LLC, Applicant of the above-described property ("the Property") in Newnan, Georgia, hereby desires to amend the previously filed conceptual plan to its application with the attached known as MP-10. We appreciate the opportunity to bring this project to the City of Newnan and look forward to receiving comments as you have them.

If you should need any additional information, please do not hesitate to contact me.

Yours Truly,

A handwritten signature in blue ink, appearing to read 'Melissa D. Griffis', written in a cursive style.

Melissa D. Griffis  
For Poplar 20-20, LLC

MDG/kr  
Enclosures



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

MELISSA D. GRIFFIS (GA, AL)

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

March 31, 2021

**VIA HAND DELIVERY**

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

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

Dear Ms. Dunnavant:

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

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

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

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

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

Ms. Tracy Dunnavant  
March 31, 2021  
Page 2

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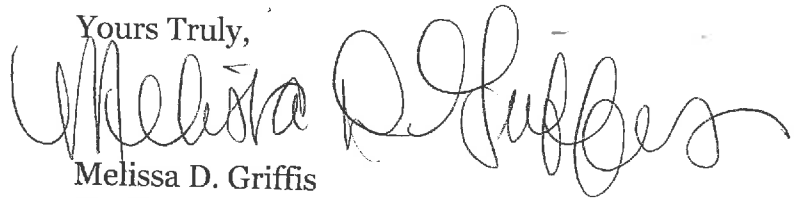
The Applicant has proffered conditions herein of developing pursuant to all documentation, exhibits, renderings and elevations that are provided within the application packet itself. Further, the attached plans, profiles, elevations and other demonstrative materials submitted are also to be considered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

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

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

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

Yours Truly,



Melissa D. Griffis  
For Poplar 20-20, LLC

MDG/kr  
Enclosures



**CITY OF NEWNAN, GEORGIA**  
**Planning and Zoning Department**

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

**APPLICATION FOR ANNEXATION**

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

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Name of Applicant Poplar 20-20 LLC

Mailing Address 1539 Bear Creek Road, Moreland, GA 30259

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

Property Owner (Use back if multiple names) see attached

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

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

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

County Zoning Classification RC Requested Zoning Classification MXD

Present Land Use undeveloped land

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

<b>FOR OFFICIAL USE ONLY</b>	
DATE RECEIVED	_____
RECEIVED BY	_____





**CITY OF NEWNAN | Project Location**



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

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

**LEGEND**

- Project Location
- PARCELS
- CITY LIMITS

Parcel # 087 2005 001  
 087 2005 002  
 087 2005 003

**ADDRESS**

690 Poplar Rd, Newnan, GA 30263



design

Concept Design

# Poplar Place

Newnan, Georgia

dwell



studio







# Overall Masterplan



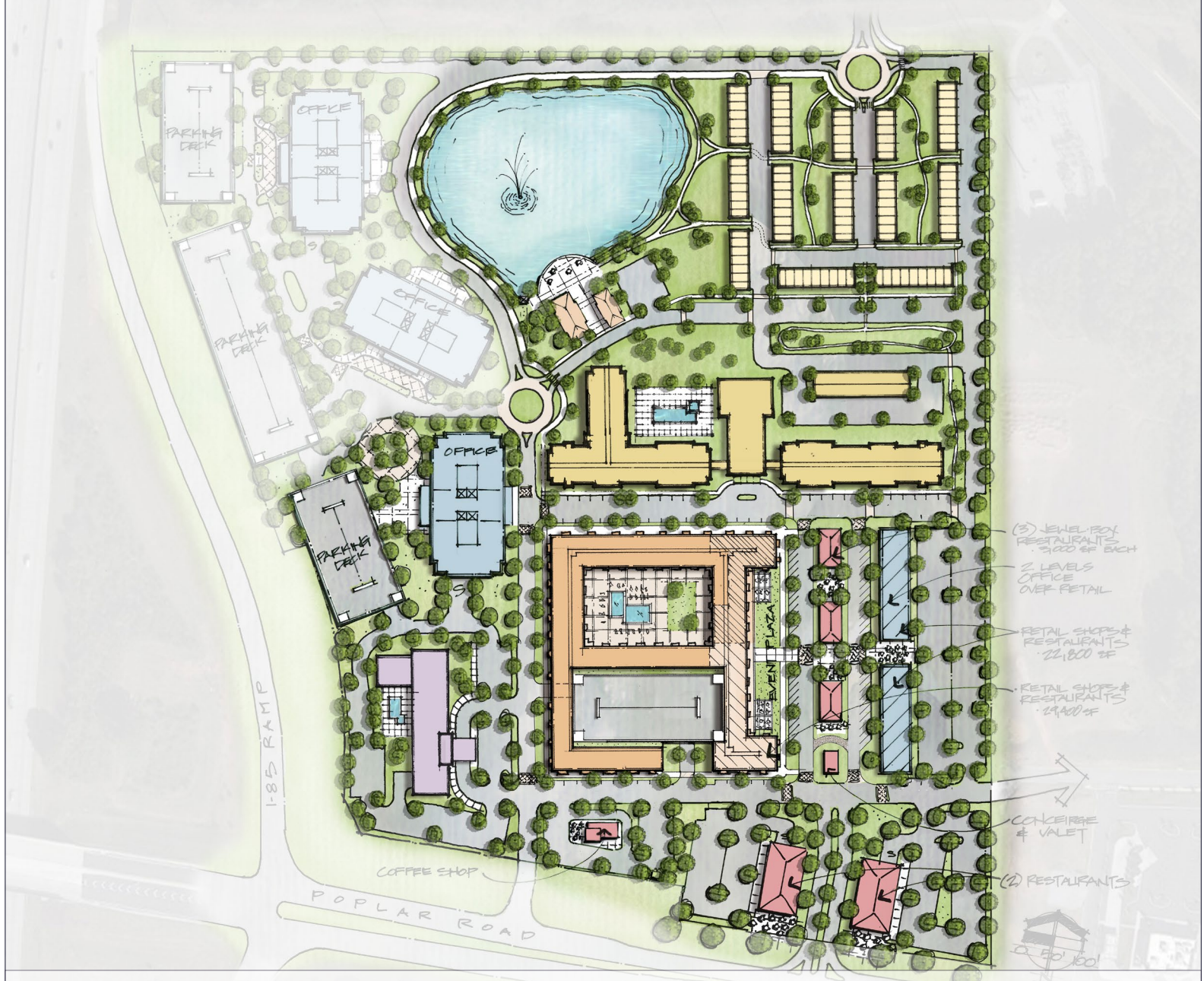
## PROJECT DATA

- 1 Multifamily: 4.4 acres 350 units**  
Greystar Retail/Leasing & Amenities: 13,400 SF  
Deck-1  
6 level deck, 685 spaces  
490 Residential  
132 Retail under Podium  
  
Retail, Shops & Restaurants: 16,000 SF  
(Retail under Podium, multifamily)
- 2 Office over Retail: 22,800 SF**  
4 spaces/1000 SF = 92 spaces req.  
**Retail: 22,800 SF**  
4 spaces/1000 SF = 92 spaces req.  
Total Parking Required: 184 spaces  
Surface Parking Provided: 203 spaces  
  
**Total Retail in #1 & #2: 52,200 SF**
- 3 Jewel Box Restaurants: 3 @ 3,000 SF each**  
7 spaces/1000 SF = 63 spaces req.  
(63 spaces in Deck-1)
- Restaurants**
- 4 Outparcel 1: 1.1 acres**  
6,000 SF, 61 surface parking spaces
- 5 Outparcel 2: 1.32 acres**  
6,000 SF, 80 surface parking spaces
- 6 Coffee Shop: 0.72 acres**  
2,000 SF, 39 surface parking spaces
- 7 Hotel**  
140 keys  
140 spaces in parking deck
- 8 Office/Institutional**
- 8 Office Building A: 100,000 SF**  
30,000 SF floor plates 3/4 floors  
4 spaces/1000 SF = 400 spaces
- 9 Office Building B: 275,000 SF**  
30,000 SF floor plates 7/8 floors  
4 spaces/1000 SF = 1,100 spaces
- 10 Office Building C: 275,000 SF**  
30,000 SF floor plates 7/8 floors  
4 spaces/1000 SF = 1,100 spaces
- 11 Parking Deck-A**  
5 level 440 space deck
- 12 Parking Deck-B**  
9 level 1,224 space deck
- 13 Parking Deck-C**  
9 level 976 space deck
- 14 Amenity: 0.66 acres**  
Clubhouse: 7,000 SF  
20 parking spaces in surface lot
- Senior Living: 8.4 acres**
- 15 Active Adult**  
Multifamily Units: 155 units  
1.5 spaces/ unit  
205 surface parking spaces  
28 private garages
- 16 Townhomes: 101 units**  
Garages under each unit.

**Legend:**

--- LINC Trail





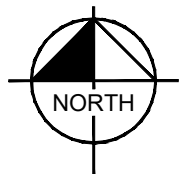
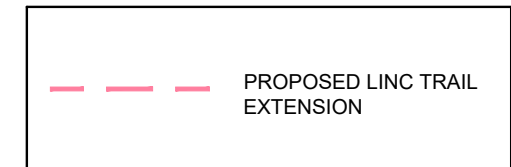
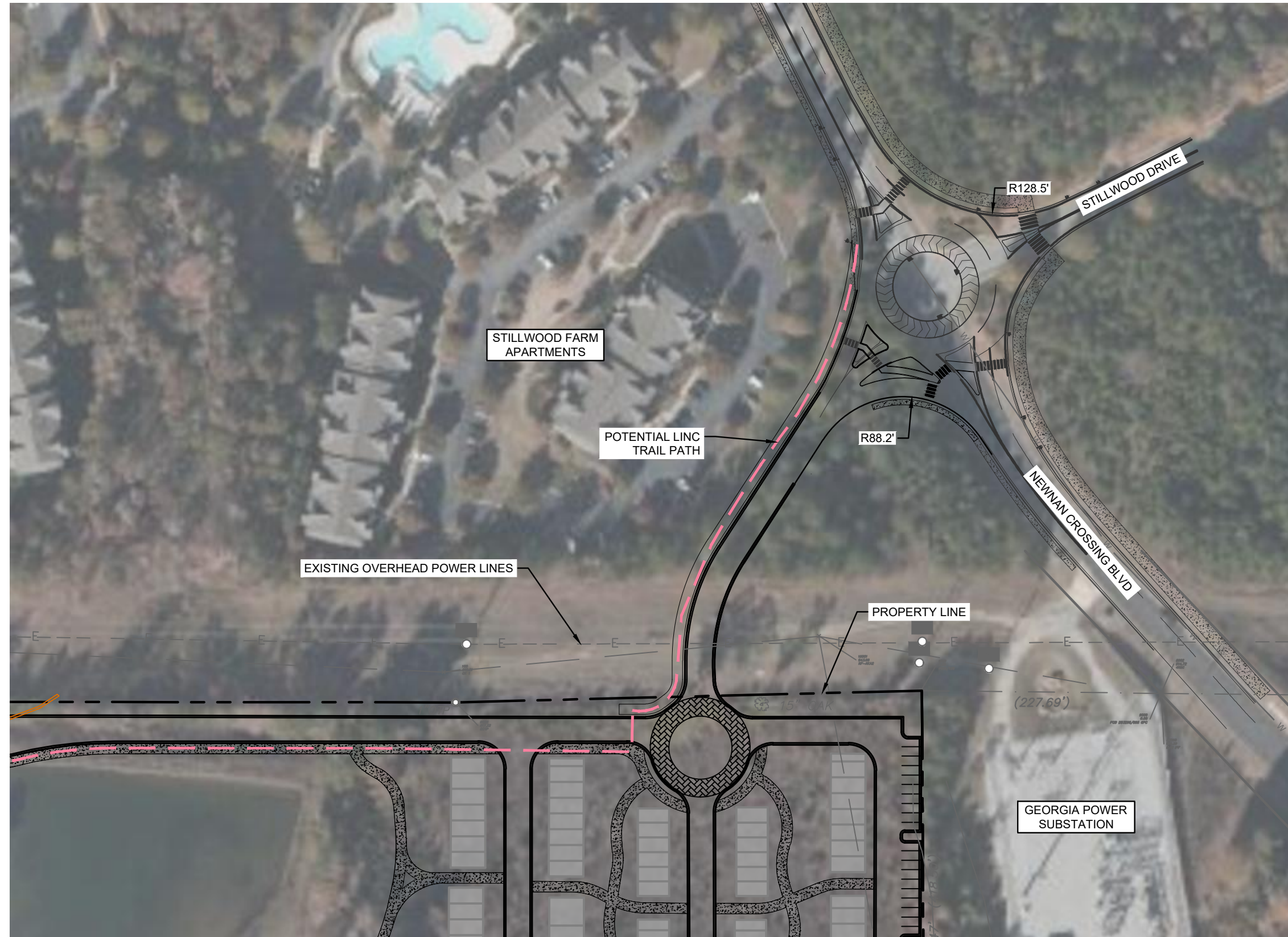
Phase I | Multifamily, Retail, Restaurants, Senior Living, Townhomes, Hotel, & Office



Phase II | Office & Parking



K:\ALP\_PRJ\013651001\_PoplarRoad\CAD\Exhibits\2021-03-24 Rezoning Exhibits\6 - Roundabout Exhibit.dwg Layout1 Aug 19, 2021 11:26am by: Lauren.Garren



**Kimley»Horn**  
 11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GEORGIA 30009  
 PHONE: (770) 619-4280 | www.kimley-horn.com

TITLE:  
**NORTHERN ACCESS**

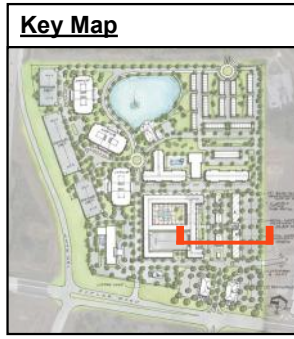
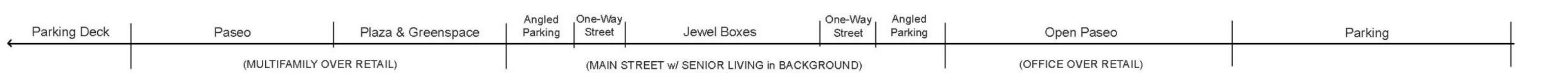
PROJECT:  
**POPLAR PLACE**

CLIENT:  
**BARRY COMPANIES. INC.**

JOB NUMBER: 013651001  
 SCALE: 1" = 100'  
 DATE: 08/20/2021  
 SHEET: **EXHIBIT 6**

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2017







Key Map



View 1 | Overall Aerial



Barry Companies, Inc.



Poplar Place | Newnan, GA

August 2, 2021



Key Map



View 2 | Main Street



Barry Companies, Inc.



Poplar Place | Newnan, GA

August 2, 2021



Key Map



View 3 | Main Street



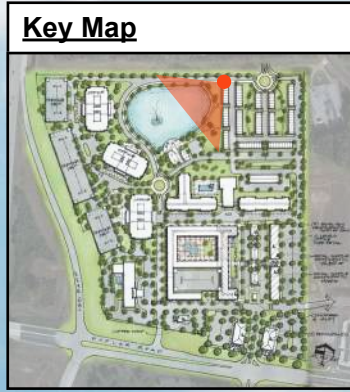
Barry Companies, Inc.



Poplar Place | Newnan, GA

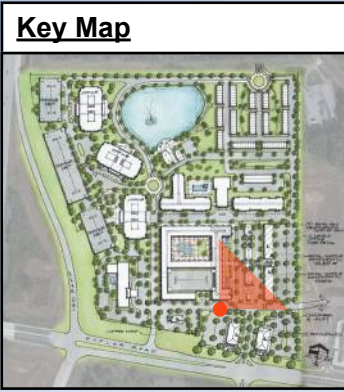
August 2, 2021





View 4 | Clubhouse & Natural Pond





View 5 | Paseo from Offices to Multifamily



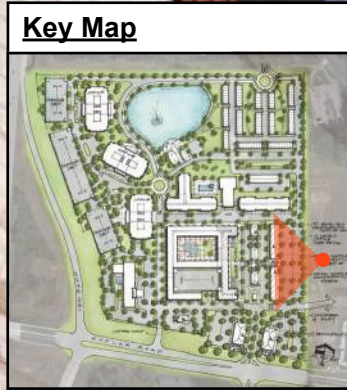
Barry Companies, Inc.



Poplar Place | Newnan, GA

August 2, 2021





View 6 | Paseo between Offices & Retail





View 7 | Greenspace & Jewel Boxes





View 8 | Multifamily & Office Building



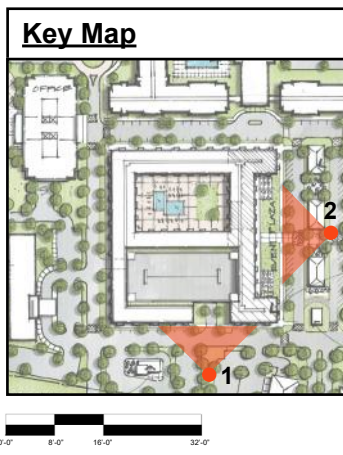
Barry Companies, Inc.



Poplar Place | Newnan, GA

August 2, 2021

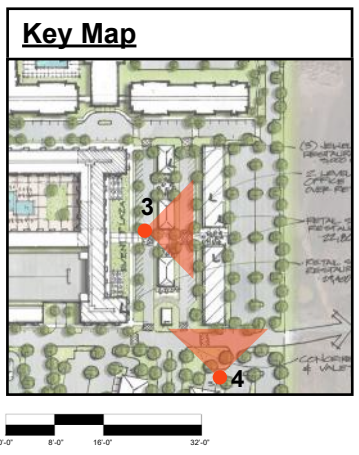




1 | East Elevation



2 | South Elevation

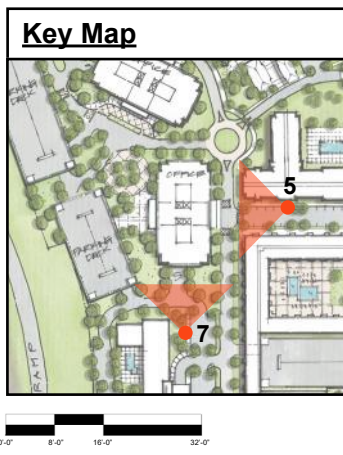


3 | West Elevation



4 | South Elevation





5 | 6 Story Office - East Elevation



6 | 5 Story Office - East Elevation

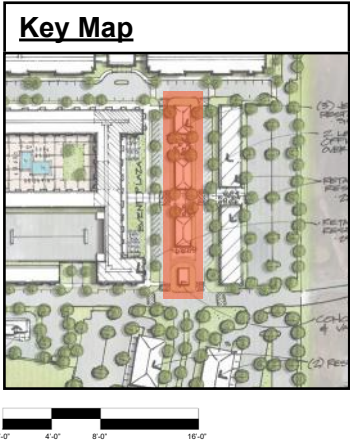


7 | 6 Story Office - South Elevation



8 | 5 Story Office - South Elevation





9 | Jewel Box 1 - North Elevation



10 | Jewel Box 1 - East Elevation



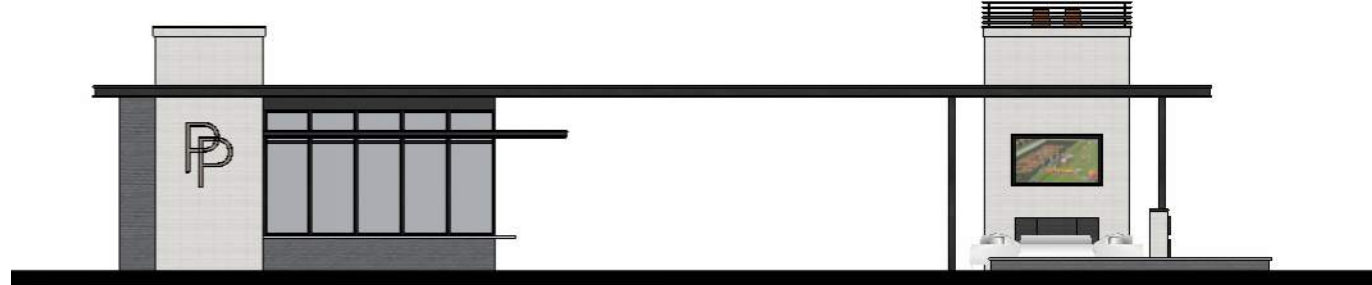
11 | Jewel Box 2 - North Elevation



12 | Jewel Box 2 - East Elevation



13 | Concierge - South Elevation



14 | Concierge - East Elevation



# Design Guidelines



# Design Vision

The Poplar Place masterplan is directly tied to creating a mixed-use experience that both draws visitors to the site, and creates an enjoyable experience for those residents that live in the community. Immediately upon entering the site, the Main Street draws visitors into the heart of the mixed-use part of the project. Retail, restaurants, office and residential all combine to create a spine of activity around a central event park; which is key to the long term success of the project. The Main Street is based on slowing vehicular movement and providing an enjoyable walking and shopping experience for visitors.

The overall site creates a grid of vehicular and pedestrian circulation to make it easy to flow from parking areas and safely walk around the project. Pedestrian safety is important since the project is incorporating the regional green trail system (LINC Trail) which runs through the site. The parking for tenants and visitors is well distributed throughout the project so that none of the projects users are underserved.

A rear vehicular access was added to relieve the office portion of the site so that end of work day traffic volume will not be effected. A central pond is key to creating pleasant visual vistas for the senior living component and office buildings. Additionally, the central clubhouse is situated on the pond with an event area that can be shared by the community.



Dining



Community Parks & Amenities



Landscaped Gardens & Pond



Health & Wellness



Pocket Parks & Trails



LINC Trail



Shopping



Resident Amenities



# Design Guidelines

The Design Guidelines align with the framework of Quality Development Corridor Overlay District (QDC) and the City of Newnan Mixed Use Development District.

The primary purpose of these design standards and guidelines is to create a unified, high quality standard for building design, capable of contributing to the current and future economic vitality of the development, while maintaining an elevated overall quality of life in the community.

Development plans that demonstrate compliance with the high-quality and caliber of design reflected in these Guidelines, and show substantial similarity to the Guideline elements, will be approved. In such cases, proposed designs and materials shall be informed by Guideline elements, and shall be significantly more like, than not like, the Guideline elements in terms of quality of materials and the level and application of design.

Being substantially similar does not require, or intend, that Guideline elements have to be copied. As part of fostering creative, unique, and innovative outcomes, substantially similar outcomes may sometimes differ from the examples illustrated in the Guidelines. In such cases, as long as these creative and innovative designs and their associated elements are equally good or better in terms of quality and caliber of design, such that the end result still achieves the overall high-quality of development reflected in the Design Guidelines.

For purposes of review, it is important to note that the captions underneath the pictured Guideline elements are intended to highlight the primary design element(s) illustrated in each picture. Captions are not intended to be an exclusive listing of the design elements in the picture. Accordingly, pictures may be used to identify more than one Guideline element(s) and all of those Guideline elements may not necessarily be identified in the captions.



**Diverse Mix of Uses**



**Attractive Central Plaza**



**Pedestrian-Friendly Building Design**



**Appropriately Scaled Height**



**Distinctive**



**Signage (See Attached)**



**Building Setbacks**

- Buildings are intended to meet build-to-line. Build-to-line is 0' (zero) with a maximum of 10'-0" step back to articulate the building façade and accommodate plaza and other active use areas.
- The buildings with notches or breaks, to create open plaza and outdoor areas larger than specified here, may be permitted if it meets the intent of the mixed use.
- There are no setbacks intended. The minimum setback is 15'-0" from the back of the curb or per the street sections, whichever is the least. The maximum from the back of the curb to the bldg. is 25'-0".
- The side and rear setbacks shall meet the building and fire codes. The minimum separation between two buildings is 20'-0".

**Building Features**

- The different elements of a building's façade shall be emphasized by color, arrangement of façade elements, or a change of materials.
- The upper stories of a building shall be distinguished by using offsets or changes of material.
- Expression lines shall be utilized for buildings three stories or greater in height.
- Variations in roofline and building height shall be used to effectively break up massing and provide visual interest. Variations in rooflines can include gables, dormers and well-defined parapets.
- Parapets shall be used to screen flat roofs and shall be designed as an architectural feature.
- Large volumes of planes shall be broken up into smaller ones in order to reduce the visual scale of a building.





**Primary Materials**

Fired clay brick or brick face natural stone including granite, marble, sandstone, field stone or any other natural stone approved by the Planning and Zoning Director; manufactured stone including imitation field stone, marble terrazzo, and any other manufactured architectural finish stone approved by the Planning and Zoning Director; architecturally treated slabs, precast, or tilt up concrete panels either fluted or with exposed aggregate.

**Secondary Materials**

Stucco on lathe, wood either vertical or horizontal board siding patterns, shingle patterns painted or stained, fiber-cement planks and panels either lap siding, shingle siding or vertical siding patterns painted or stained, and clay tile with baked-on enamel.

**Prohibited Materials**

Materials such as mirrored or reflective glass, textured paint, cinder block, unfinished concrete, dryvit, EIFS, fiberglass or plastic are prohibited. Aluminum Composite Materials or Panels may be utilized as accent features.

**Additional Surface Material Requirements:**

- Primary and secondary material colors shall be compatible with each other and compatible with adjacent properties. Subdued, muted colors are permitted. Bright colors are acceptable for contrast and accent.
- Exposed roof materials shall be architectural asphalt shingles, wooden shingles, standing seam metal roof or lap seam metal roofing panel, terra cotta, and slate shingles. All the features described above are intended to aid in giving the roof plane textural interest.
- Attached awnings, either metal or fabric, shall be in a color complimentary to the main wall color. All trim and decorative bands shall be selected from the primary and secondary materials and shall be harmonious with wall color although they are selected for accent. Signs on awnings shall conform to the Sign Guidelines.
- Canopies shall be faced with primary and/or secondary materials. The supports of the structure of the canopy shall be faced using the primary material of the primary structure.
- Prototype or franchise designs shall be adapted to reflect these design standards and be compatible with the character and uniqueness of the City of Newnan.





Overall Masterplan | Open Space Elements



Social gathering spaces



Gathering areas with mature landscape elements



Pedestrian-scale street lights



Fountain lighting



Use of synthetic turf



Unique mobile kiosks



Multiple smaller spaces contained within one gathering space



Festival lighting





\*Street lane widths are to be in accordance with local jurisdictions.

Street Section A: Main Street



\*Street lane widths are to be in accordance with local jurisdictions.

Street Section B



\*Street lane widths are to be in accordance with local jurisdictions.

Street Section C



\*Street lane widths are to be in accordance with local jurisdictions.

Street Section D



# Landscape



**LANDSCAPE SCHEDULE:**

TREES	CODE	QTY	COMMON NAME	CONT	CAL
	AB3	6	TRIDENT MAPLE	B & B	3" CAL
	AR4	81	OCTOBER GLORY MAPLE	B & B	4" CAL
	CA4	32	UPRIGHT EUROPEAN HORNBEAM	B & B	4" CAL
	CD3	38	DEODAR CEDAR	B & B	3" CAL
	CC3	16	EASTERN REDBUD MULTI-TRUNK	B & B	3" CAL
	CJ3	24	CRYPTOMERIA	B & B	3" CAL
	IN3	56	NELLIE R. STEVENS HOLLY	B & B	3" CAL
	JV3	16	EASTERN RED CEDAR	B & B	3" CAL
	LN3	15	CRAPE MYRTLE	B & B	3" CAL
	MG3	26	SOUTHERN MAGNOLIA	B & B	3" CAL
	QA4	54	WHITE OAK	B & B	4" CAL
	QN4	48	BREEZEWAY NUTTALL OAK	B & B	4" CAL
	QP4	81	'UPPERTON' WILLOW OAK	B & B	4" CAL
	QS4	52	SHUMARD RED OAK	B & B	4" CAL
	UP4	30	ALLEE LACEBARK ELM	B & B	4" CAL
	UB4	54	BOSQUE ELM	B & B	4" CAL
	ZS4	9	SAWLEAF ZELKOVA	B & B	4" CAL

**SITE INFO:**  
 ACREAGE: 42.2  
 SITE DENSITY FACTOR: 16 UNITS/ACRE  
 REQUIRED TREE DENSITY: 675.2 UNITS

**TREE NOTES:**  
 1. ALL TREE LOCATIONS ARE APPROXIMATE. NO SPECIMEN TREES LOCATED ON SITE.  
 2. LIMIT OF DISTURBANCE IS TO EXTEND TO THE ENTIRE SITE'S PROPERTY LINE. LIMITS MUST BE MARKED AND IDENTIFIED IN THE FIELD BY A SURVEYOR PRIOR TO CONSTRUCTION.  
 3. ALL TREES TO BE REMOVED MUST BE IDENTIFIED, MARKED, AND VERIFIED IN THE FIELD AFTER LIMIT OF DISTURBANCE HAS BEEN MARKED.  
 4. NO REQUIRED BUFFERS EXIST ON SITE.

**CITY OF NEWNAN TREE PROTECTION NOTES:**  
 1. CONTACT THE PLANNING DEPARTMENT AT (770) 254-2354 TO ARRANGE A PRE-CONSTRUCTION CONFERENCE WITH THE CITY LANDSCAPE ARCHITECT PRIOR TO ANY LAND DISTURBANCE.  
 2. ALL TREE PROTECTION MEASURES SHALL BE INSTALLED AND INSPECTED PRIOR TO THE START OF ANY LAND DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPING IS INSTALLED. CALL THE PLANNING DEPARTMENT AT (770) 254-2354 FOR AN INSPECTION BY THE CITY LANDSCAPE ARCHITECT.  
 3. NO PARKING, STORAGE, OR ANY OTHER CONSTRUCTION ACTIVITIES ARE TO OCCUR WITHIN TREE PROTECTION AREAS.  
 4. A MAINTENANCE INSPECTION OF TREES WILL BE PERFORMED AFTER TWO FULL GROWING SEASONS FROM THE DATE OF THE FINAL CONSTRUCTION INSPECTION. PROJECT OWNERS AT THE TIME OF THE MAINTENANCE INSPECTION ARE RESPONSIBLE FOR ORDINANCE COMPLIANCE.



**PROJECT ADDRESS:**  
 690 + 734 POPLAR ROAD  
 NEWNAN, GA. 30265



# Landscape and Hardscape Standards

## Overstory trees



*October Glory Red Maple*      *Hightower Willow Oak*      *Bosque Elm*

## Evergreen Screening Shrubs



*Emerald Green Arborvitae*      *Hicks Yew*      *Anise*

## Hardscape Standards

1. 10' MULTI-USE TRAIL TO FOLLOW ALL CONSTRUCTION DETAILS AND STANDARDS SET FORTH IN THE "LINC NEWNAN / COWETA TRAIL PLAN & IMPLEMENTATION STRATEGY"

### Landscape Screening Requirements

1. SCREENING MAY CONSIST OF A FENCE, A WALL, A BERM, AND/OR VEGETATION. THE OUTER OR PUBLIC SIDE OF FENCES AND WALLS SHALL BE LANDSCAPED ENOUGH TO SOFTEN THE STRUCTURE WITH A TREE OR SHRUB GROUP AT LEAST EVERY FIFTY (50) FEET, SUBJECT TO APPROVAL OF THE CITY LANDSCAPE ARCHITECT.
2. ALL DUMPSTER AND TRASH STORAGE WILL BE ADEQUATELY SCREENED SO AS NOT TO BE VISIBLE FROM STREETS AND/OR ADJACENT PROPERTIES REGARDLESS OF ADJACENT LAND USE OR ZONING CLASSIFICATION.
3. LOADING AREAS WILL BE ADEQUATELY SCREENED SO AS NOT TO BE VISIBLE FROM ANY RESIDENTIAL AREAS OR STREETS.
4. HEATING AND COOLING UNITS WILL BE ADEQUATELY SCREENED SO AS NOT TO BE VISIBLE FROM STREETS AND/OR ADJOINING STREETS.
5. ALL PLANTINGS USED FOR SCREENING SHALL CONSIST OF EVERGREEN TREES, SHRUBS, OR COMBINATION THEREOF. ALL TREES PLANTED SHALL BE A MINIMUM FIVE (5) FEET PLANTED AND SHALL BE A SPECIES WHICH WILL ACHIEVE A HEIGHT OF AT LEAST TWENTY (20) FEET AT MATURITY. ALL SHRUBS PLANTED SHALL BE A LARGE GROWING SPECIES, SHALL BE A MINIMUM OF TWO (2) FEET PLANTED, AND SHALL BE A SPECIES WHICH WILL ACHIEVE A HEIGHT OF AT LEAST TEN (10) FEET AT MATURITY.
6. PLANTS SHALL BE SPACED SO AS TO PROVIDE FOR EFFECTIVE VISUAL SCREENING WITHIN THREE (3) GROWING SEASONS. PLANTING BEDS REQUIRED FOR SCREENING SHALL BE A MINIMUM OF SIX (6) FEET IN WIDTH.
7. ALL SHRUB AND GROUND COVER PLANT MATERIAL WILL BE CHOSEN DIRECTLY FROM CITY OF NEWNAN'S PLANT PALETTE.

## Ornamental Trees



*Eastern Redbud*      *Southern Magnolia*      *Crape Myrtle*

## Hardscape Materials



*Wood Slat Screening Fence*      *Artificial Turf Lawn*

## Evergreen Screening Trees



*Nellie R. Stevens Holly*      *Deodar Cedar*      *Eastern Red Cedar*

## Hardscape Materials



*Decorative Paving*      *Decorative Paving*



# Signage



# Requirements & Allowable Sign Types

## Requirements

- A. This Sign Criteria is designed to insure quality of signage within the development. The requirements contained herein are intended to provide adequate exposure for the Tenant's merchandising and identification while maintaining the overall appearance critical to the success of the development.
- B. To verify compliance with the design intent of these Criteria and local codes, the Owner/Landlord reserves the right to review and approve or disapprove all proposed signs and/or graphic treatment governed by these Criteria per the Owner/Landlord's interpretation of these Criteria, and to require revisions of any sign design which the Owner/Landlord judges to be not in compliance.
- C. Tenant shall be responsible for removal of its signs upon termination of lease. Fascia and other building elements shall be returned to their original condition and all penetrations associated and resulting from the Tenant's sign installation shall be repaired by the Tenant to the satisfaction of the Owner/Landlord.
- D. Tenant shall not erect, install, paint or fix any signs, posters, cards/banners or other advertising medium to, upon or above the exterior of the premises of the building, nor on the interior or exterior of the premises of the building, nor on the interior or exterior of the glass surface of the windows and doors, except as stated herein. Tenant shall be held liable and shall bear all costs for removal and/or correction of sign installation and damage to building by signs that do not conform to the Sign Criteria or those signs required to be removed by termination of lease. The Owner/Landlord reserves the right to have all non-conforming signs removed regardless of state of erection.
- E. The Owner/Landlord reserves the right to make periodic changes to the Criteria as it sees fit for the benefit of the development, subject to City approval.
- F. All signs must be fabricated as described below by a Sign Contractor approved by Owner/Landlord.
- G. Each tenant shall supply three (3) copies of scaled shop drawings to the Owner/Landlord for review.
- H. Sign fabrication and installation shall comply with any applicable Building Codes and the National Electrical Code, and all internal and external wiring, lighting, and other electrical devices shall bear the U.L. symbol. It is the Tenant's responsibility to verify that its sign and installation are in accordance with these requirements and with local signage ordinances.
- I. Tenant is responsible for maintaining its sign in a good state of repair including prompt replacement of burned out lighting or damaged pieces. Tenant has 24 hours to make repairs after being notified by Landlord.
- J. All signs shall be mounted according to Landlord approved drawings. All fasteners shall be of non-corrosive material and concealed.
- K. Sign company names or stamps shall be concealed if permitted by Code.
- L. No animated components, flashing lights, formed plastic, injection molded, box type, exposed neon or solid panel signs are permitted.

## Allowable Sign Types

Tenant signage consists of the following types:

- A. **Storefront Signage:** Tenant is permitted the maximum allowable signage area per building elevation. Elevations forming a tenant space outside corner will be considered individually. Elevations of tenants with storefronts fronting multiple public ways shall be considered individually, and, if approved by Owner/Landlord/City, Tenant shall be permitted signage on *each* wall elevations *per the criteria described herein*.
- B. **Canopy/Graphics:** Graphics such as logos, crests, letters, etc. may be placed on the entrance cover/canopy and/or window canopies with Landlord's approval.
- C. **Blade Sign:** Each tenant is required to provide a blade sign for each *applicable* elevation *per section "A" above*.
  - 1) Must extend perpendicular to storefront plane but no more than 1'-0" from the surface to which it is mounted nor more than 4'-0" total in front of the Tenant lease line.
  - 2) May not extend below 8'-0" above finished floor, however the location may be per Landlord's tenant coordinator.
  - 3) Three dimensional lettering shall be required (min. thickness 3/8")
  - 4) Face area may not exceed 6 SF not including area of bracket.
  - 5) More than one blade sign is permissible but the total face area may not exceed 10 SF for 2.
  - 6) May not be a simple rectangle or square, unless as part of a generally recognized logo or design.
  - 7) Must be attached to a bracket designed, furnished *and mounted* by Landlord signage contractor with Landlord's approval of location. Tenant shall reimburse Landlord for cost of bracket *and installation*.
- D. **Interstate Pylon Sign:**
  - 1) Maximum overall total area of sign panel shall be 150 SF.
  - 2) Maximum total area of actual display surface of tenant sign shall be 112.5 SF.
  - 3) Maximum height of a single line of copy shall be 60".
  - 4) Translucent panel signs shall not be permitted. Allowable sign types and methods of illumination shall be per the requirements on page 4.
  - 5) No advertisements, electronic signs, or changeable copy signs shall be permitted. Only nationally recognized logos and tenant names shall be permitted.
  - 6) No sign panel shall be subdivided or contain multiple tenant signs.
  - 7) Signage types, colors and manufacture shall be per criteria on page 4.
  - 8) Recessed EIFS panel shall remain as-is. Tenants have the option of painting the EIFS a different color complementary to their sign design, subject to Landlord and City approval.
- E. **Additional Signage:** Each Tenant may submit proposals for additional signage but approval of such will be granted only when appropriate for the storefront design requirements and if the proposal not only adheres to the requirements but also enhances the design intent in the opinion of the project architect or tenant coordinator and shall be subject to City approval.

The proposed graphics may be:

- 1) Signage on glass, i.e. "Established 1873" or "Cheesemongers Since 1931", etc. Such signage may be:
  - a) alphanumeric or graphic symbols no more than 6" high with serif or ornate type face, or;
  - b) larger recognized graphics logos, all permanently painted or silk screened on the interior side of glass (gold leaf, metallic color, etc.);
  - c) free standing or suspended posters, minimum two feet from face of glass.

# Wall Signs



Illustrative Example

## Wall Signage - Example Elevation

Tenants shall be permitted signage for a length of 75% of Tenant's frontage up to a maximum of 36'.

No part of a wall sign shall extend above the bottom of the cornice or below the top of the accent band over the windows on that side of the building.

Color of Tenant signage to be bronze, charcoal gray or black unless specifically approved by Landlord and the City of Newnan.



Enlarged Example Elevation



# Wall Signs



Natural materials and vibrant colors



Vintage inspired



Blade signage



Natural materials



Signage lighting



Natural materials and backlighting



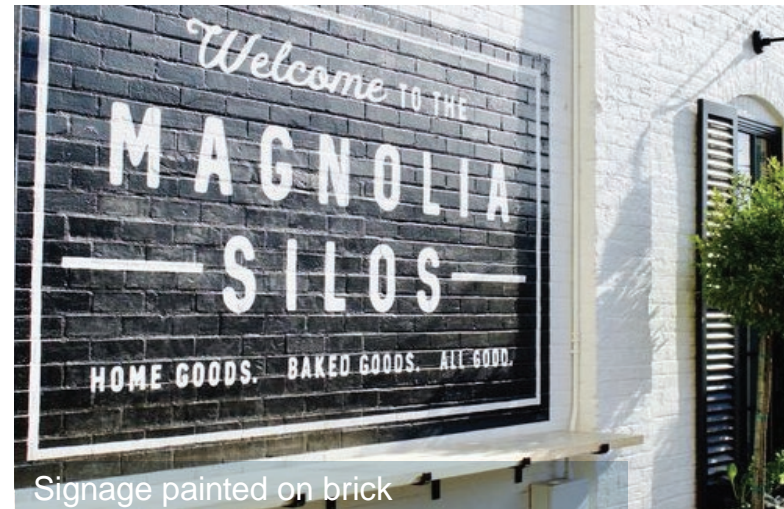
Unique wall mount signs



Unique wall mount signs



# Wall Signs





# Blade Signs

## Blade Sign

In addition to all other permitted signs, each Tenant may provide one (1) projecting sign and sign bracket used to identify the entrance or location of the premises. **(See Illustration #6)** All window signage is to be submitted to Landlord for Landlord approval.

*Tenants with 10,000 square feet or more shall not be required blade signs, but will be granted a bracket location(s) at their request.*

### A. Intent:

- 1) The intent of the blade signage is to provide simple straightforward identification of the Tenant while allowing room for an imaginative design.
- 2) Blade sign must have Tenant's name and may include a logo or appropriate symbol emphasizing the Tenant's function or business.

### B. Size:

- 1) Not to exceed six (6) square feet in area.
- 2) Thickness of sign shall be a minimum of 1-1/2" around the entire perimeter. In the case of a metal sign this can be in the form of an appropriately proportional frame.

### C. Materials:

- 1) The sign may be fabricated from metal (no bare metal), painted wood, routed wood, or an exterior grade foam with a weather-resistant coating(s).
- 2) Molded, vacuum formed, fiberglass or plastic signs are not permitted.
- 3) No blade sign may be internally illuminated but illumination from appropriate adjacent luminaires will be considered and is encouraged.
- 4) Letters shall be three-dimensional, minimum 3/8" thick.

### D. Placement:

- 1) All blade signs shall be mounted as directed by Landlord, and on Landlord's demising columns.

### E. Bracket:

- 1) Blade sign bracket shall be provided *and installed* by Landlord at Tenant's expense.

Bracket location shall be determined by landlord.

Maximum Blade Sign Area will be calculated by (x times y) with the total not exceeding (6) six square feet.

Minimum Height is (8) eight feet from ground to bottom of Blade Sign.

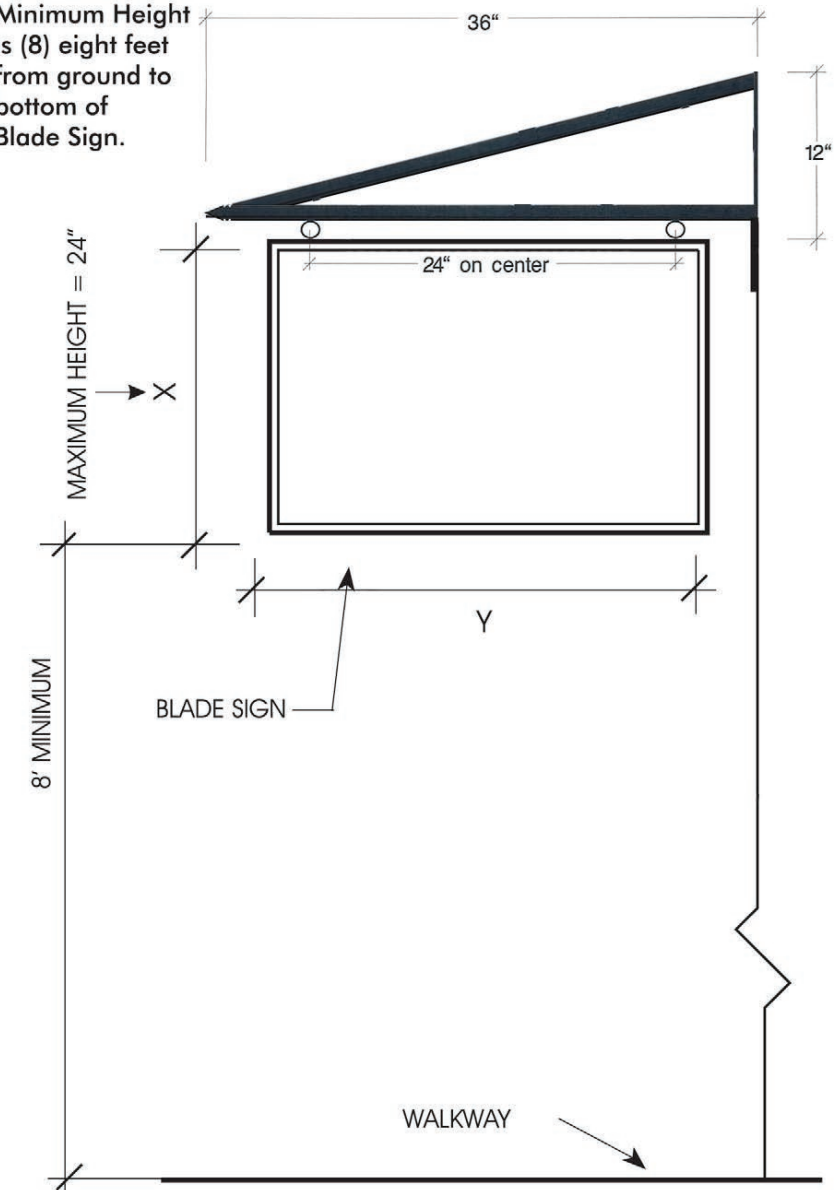


Illustration #6 - Bracketed Blade Sign

# Illustrative Examples

Illustrative Examples: Major



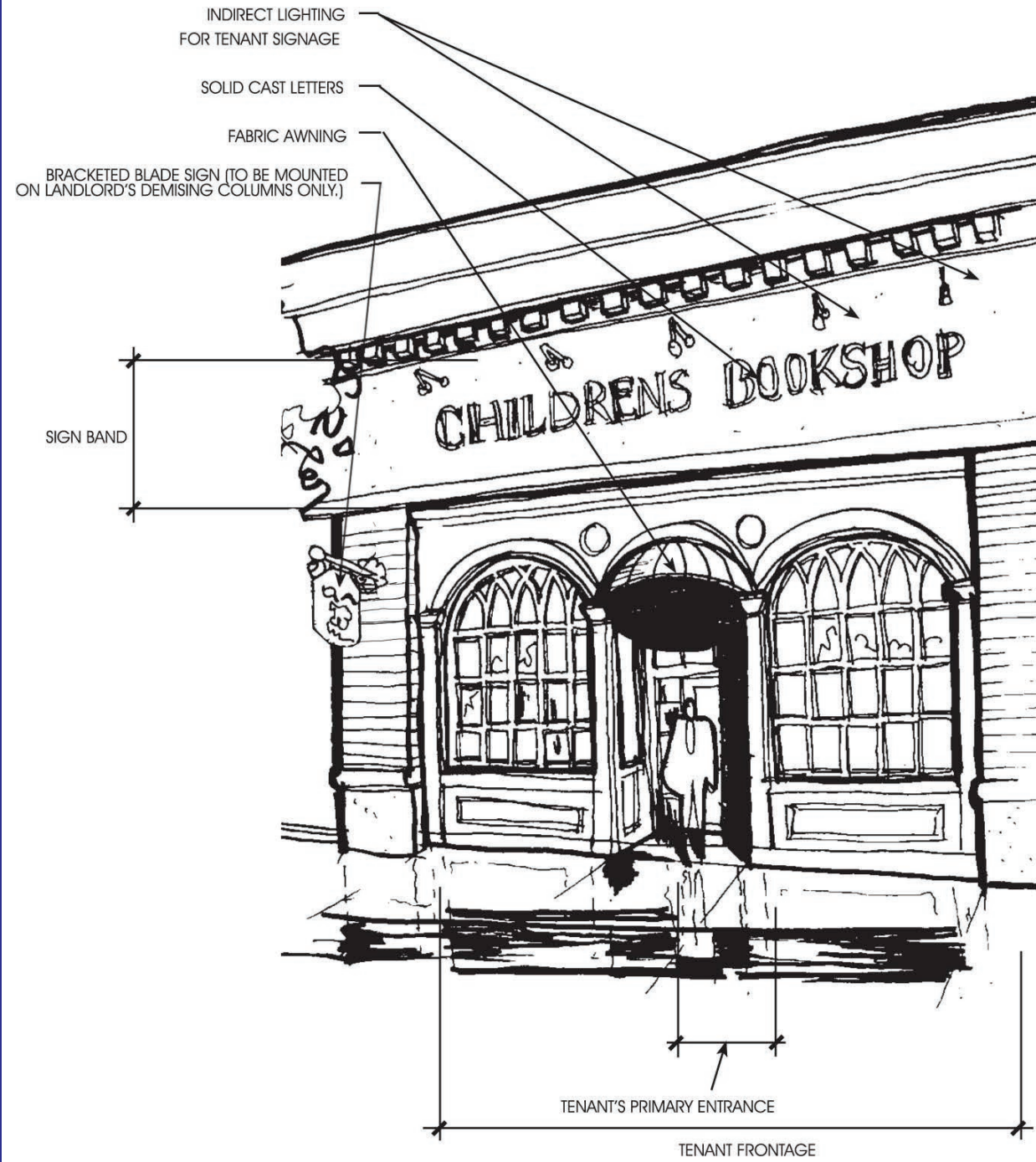
Illustrative Example: Typical Tenant Space



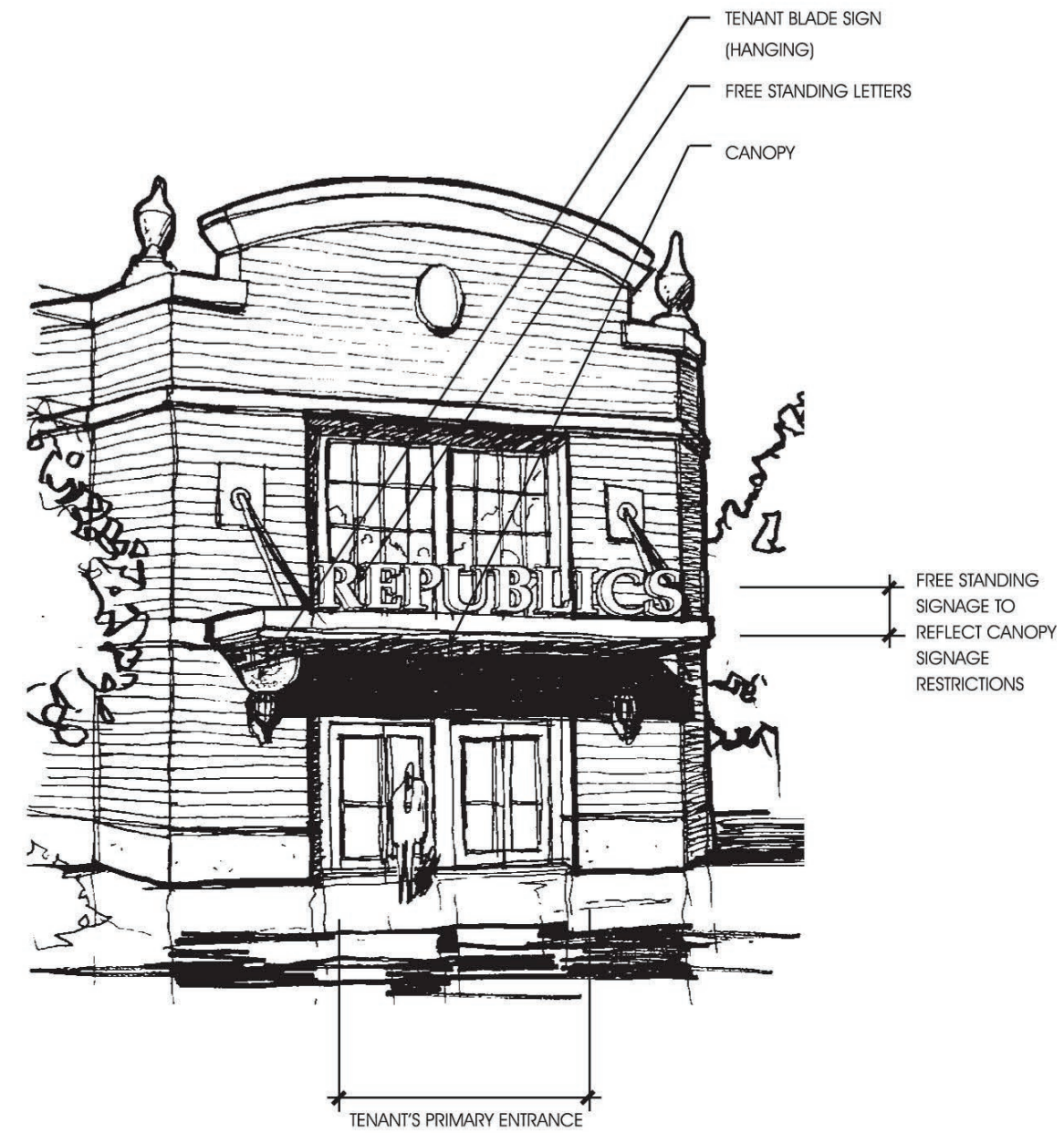


# Illustrative Examples

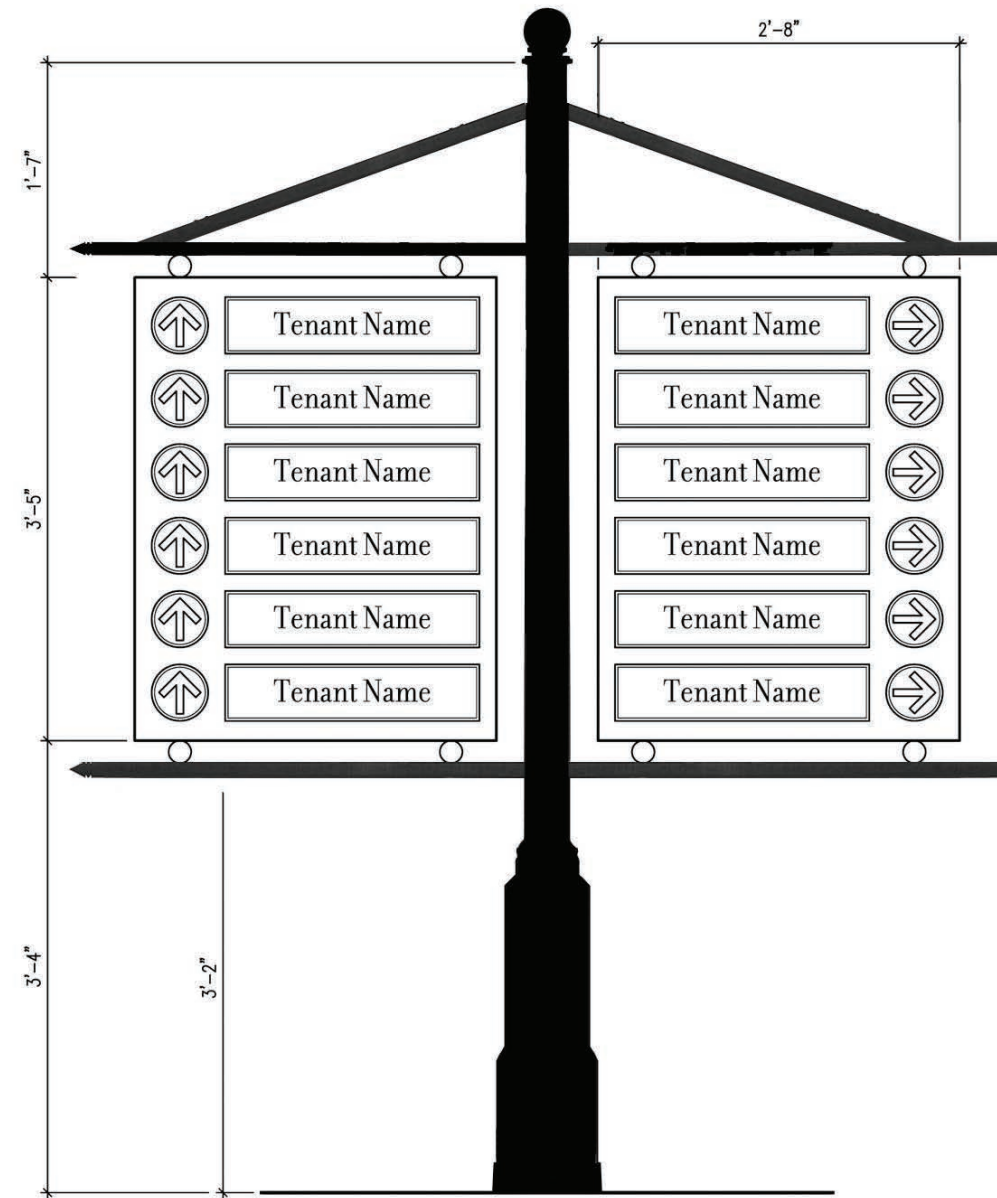
Illustrative Examples: Typical Tenant Space



Illustrative Example: Cantilever Canopy Tenant Space



# Tenant Directory Signs



SINGLE FACED DIRECTORY SIGNS MOUNTED TO DECORATIVE ALUMINUM BRACKETS ATTACHED TO A 4" O.D. ALUMINUM POST WITH BALL FINIAL AND DECORATIVE BASE. POLE CONSTRUCTION TO MATCH HARDSCAPE LIGHT POLES AS MUCH AS POSSIBLE. POLE TO EXTEND 30" BELOW GRADE.

SIGNS TO BE BOX-TYPE ALUMINUM, 1" THICK. SIGNS, POST, BASE, AND BRACKETS TO BE PAINTED BLACK.

CARVED 0.50" THICK PVC LOGO MEDALLION TO BE ATTACHED TO ALUMINUM PLATE AND MOUNTED TO FRONT OF POLE.

CIRCULAR ARROW PANELS TO BE 0.50" THICK PVC, MATTHEWS "COPPER", WITH BLACK ARROWS AND PINLINES. CIRCULAR PANELS SHALL HAVE SPECIAL MULTIDIRECTIONAL KEYHOLE SLOTS FOR MOUNTING LEFT, RIGHT, UP, OR DOWN.

TENANT NAME PANELS TO BE 0.50" THICK BLACK PVC WITH AVERY "LIGHT REDWOOD METALLIC" VINYL TENANT NAME GRAPHICS. PROVIDE WITH STANDARD KEYHOLE MOUNTING SLOTS.

COORDINATE WITH OWNER FOR QUANTITY.

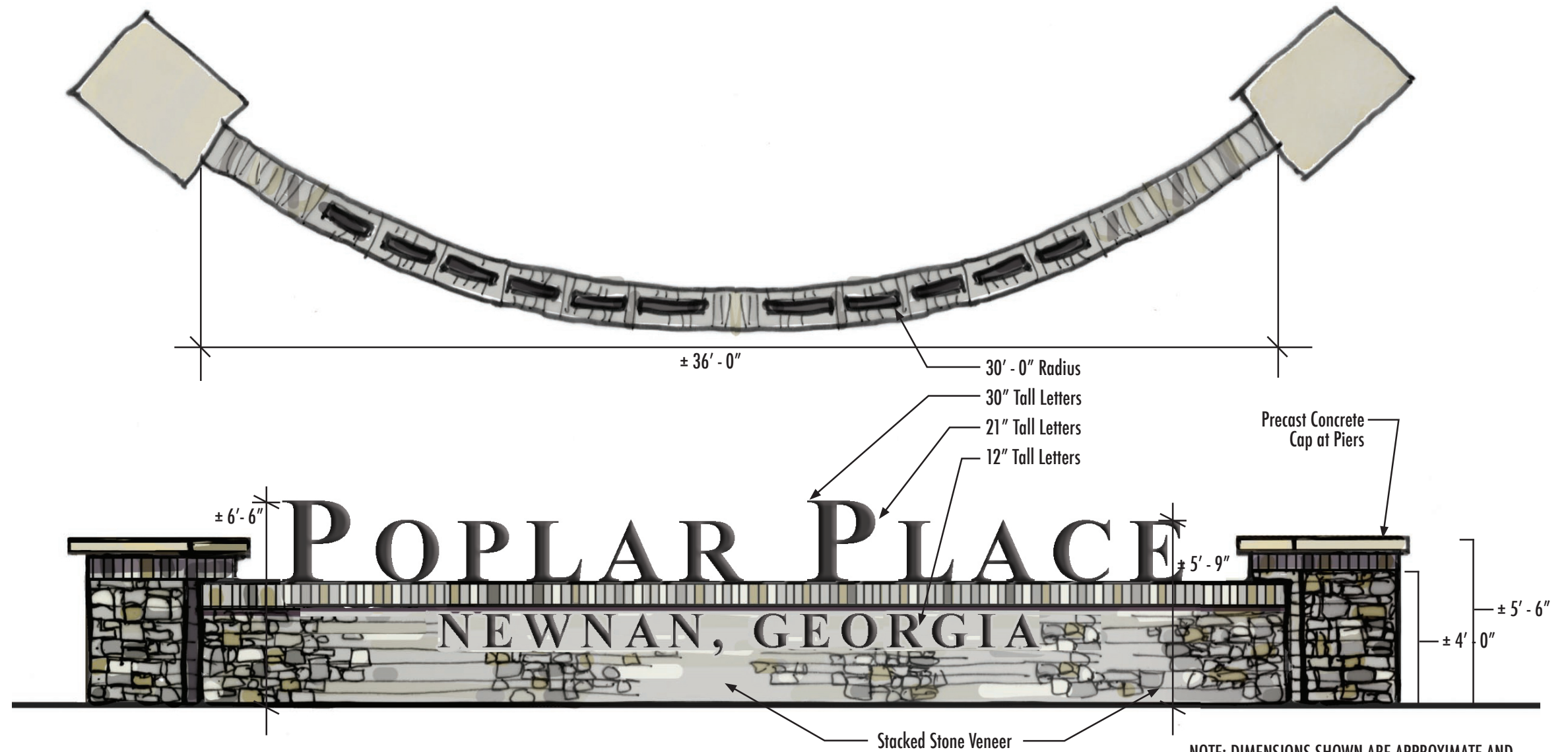
PROVIDE EIGHT SETS OF NAME PANELS FOR MAJOR TENANTS AS DESIGNATED BY LANDLORD. PROVIDE ONE SET OF NAME PANELS FOR EACH REMAINING TENANT. SEE LANDLORD FOR FINAL SUITE LISTINGS PRIOR TO FABRICATION.

**Tenant Directory Signage**





# Monument Signs



**Monument Sign**

NOTE: DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE PENDING DEVELOPMENT OF CONSTRUCTION DRAWINGS.



# Monument Signs



Use of corten steel



Incorporation of sculpture



Use of natural materials



Multiple font styles



Multiple elevations and planes



Mixture of materials and lighting



Incorporation of water



Simple yet elegant









22 East Broad St.  
Newnan, GA 30263  
Email: [awhite@coweta.ga.us](mailto:awhite@coweta.ga.us)  
770-254-2635

May 5, 2021

Tracy S. Dunnavant  
Planning Director  
City of Newnan  
P.O. Box 1193  
Newnan, GA 30264

RE: Annexation– HB2 - City of Newnan

Applicant: Poplar 20-20 LLC  
42.20 ±acres  
Property Located at Poplar Rd/I-85 N, Newnan  
Tax ID# 087 2005 001, 002, 003  
Petition # AN 001-21

Dear Ms. Dunnavant,

The Coweta County Board of Commissioners voted on May 4, 2021 to file no objection to the above referenced annexation petition. However, the Board of Commissioners request your consideration and incorporation of the following area of concern:

- 1) The City and/or the Developer should be required to incorporate and financially fund all transportation requirements associated with the Notice of Decision.

A copy of the report that was submitted to the BOC for their review is attached for your files. A copy of the official minutes will be forwarded to you when finalized and approved at the May 18, 2021 meeting.

Please forward a copy of your official minutes to Community Development in which you formalize the annexation so that we may have that for our records.

If we can be of further assistance, please feel free to contact our office.

Sincerely,



Angela B. White  
Assistant Director  
Community Development

C: Michael Fouts, County Administrator  
Cleatus Phillips, City Manager  
Brad Sears, City Attorney  
Jerry Ann Conner, County Attorney

---

## DEVELOPMENTS OF REGIONAL IMPACT (DRI) *REPORT OF FINDINGS*

---

**Project ID:** DRI # 3293  
**Project Name:** Poplar Place Mixed Use  
**Name of Host Jurisdiction:** City of Newnan

---

The Three Rivers Regional Commission (TRRC) has completed its review of the Development of Regional Impact (DRI) for DRI #3293- Poplar Place Mixed Use to be located in the City of Newnan, GA. The trigger for this DRI project is the size and nature of the project and a request for annexation from the City of Newnan. TRRC conducted a careful review of the information submitted by the local government and comments from potentially affected agencies. Potentially affected parties were requested to submit comments on the proposed project during the fifteen-day period of August 4, 2021 to August 18, 2021.

TRRC reviewed the proposed project with regards to regional and interjurisdictional impact and consistency with the Department of Community Affairs (DCA) Quality Community Objectives, Three Rivers Regional Plan 2019, and the Three Rivers Regionally Important Resource Plan. After review of the information, TRRC staff notes that the proposed development site lies within the developing area of the Regional Land Use map and the Conservation and Development map of the 2019 Three Rivers Regional Plan. The proposed site also lies within the rapid development area of the Areas Requiring Special Attention map in the 2019 Three Rivers Regional Plan; the site is located near just east of Interstate 85 and near the Newnan Crossing Boulevard in Coweta County. This area is recommended to be used for institutional (government and education), commercial and retail, light industrial, service and office, high-density residential, suburban residential, entertainment and community gathering, and greenspace.

Comments for the project were received from the following Affected Party/Parties:

- The City of Griffin

Comments received have been attached to and made a part of this report.



The transmittal of this Report of Findings officially completes the DRI process. The City of Newnan may proceed with the final official action it deems appropriate regarding the proposed project, but it is encouraged to take the materials presented in the DRI report into consideration when rendering its decision. The enclosed information is advisory in nature and under no circumstances should be considered as binding or infringing upon the host jurisdiction's right to determine for itself the appropriateness of development within its boundaries. This DRI Review was performed in coordination with the GRTA/SRTA review of DRI #3293.

## Jeannie Brantley

---

**From:** Brant D. Keller PhD <BKeller@cityofgriffin.com>  
**Sent:** Tuesday, August 3, 2021 5:22 PM  
**To:** Jeannie Brantley  
**Subject:** RE: DRI #3293 - POPLAR PLACE MIXED USE - INVITATION FOR COMMENTS

**CAUTION: This email originated from outside of Three Rivers Regional Commission's email system. Maintain caution when opening external links/attachments**

No comments. Nice Project

### Brant Keller

Watershed Management | Director

---

**From:** Jeannie Brantley <jbrantley@threeriversrc.com>  
**Sent:** Tuesday, August 3, 2021 4:55 PM  
**To:** 'White, Angela' <awhite@coweta.ga.us>; 'Handley, Tod' <thandley@coweta.ga.us>; 'Poole, Paul K' <ppoole@coweta.ga.us>; 'Taylor, Stanford' <stataylor@dot.ga.gov>; 'Peek, Tyler' <tpeek@dot.ga.gov>; 'Palmer, Bob' <bpalmer@coweta.ga.us>; 'Jamason@coweta.ga.us' <jamason@coweta.ga.us>; 'Dean, Enrico' <edean@coweta.ga.us>; 'External - Jones, Rick' <rjones@cowetawater.com>; 'dbell@spaldingcounty.com' <dbell@spaldingcounty.com>; Kenny L. Smith <KSmith@cityofgriffin.com>; Chad Jacobs <cjacobs@cityofgriffin.com>; 'orchardhillcity@att.net' <orchardhillcity@att.net>; 'bryanhayes@bellsouth.net' <bryanhayes@bellsouth.net>; 'slaughali@att.net' <slaughali@att.net>; 'wrslaughter@bellsouth.net' <wrslaughter@bellsouth.net>; 't.gay@meriwethercountyga.gov' <t.gay@meriwethercountyga.gov>; 'b.thomas@meriwethercountyga.gov' <b.thomas@meriwethercountyga.gov>; 'gaycityhall@bellsouth.net' <gaycityhall@bellsouth.net>; 'cityofgreenvillemayor@gmail.com' <cityofgreenvillemayor@gmail.com>; 'greenvillemayor@bellsouth.net' <greenvillemayor@bellsouth.net>; 'thetownloneoak@bellsouth.net' <thetownloneoak@bellsouth.net>; 'luthersvilleclk@bellsouth.net' <luthersvilleclk@bellsouth.net>; 'cityclerk@manchester-ga.com' <cityclerk@manchester-ga.com>; 'citymanager@manchester-ga.com' <citymanager@manchester-ga.com>; 'angel.fowler@cityofwoodburyga.gov' <angel.fowler@cityofwoodburyga.gov>; 'Steve.ledbetter@cityofwoodburyga.gov' <Steve.ledbetter@cityofwoodburyga.gov>; 'c.lee@cityofwarmspringsga.us' <c.lee@cityofwarmspringsga.us>; 'mfouts@coweta.ga.us' <mfouts@coweta.ga.us>; 'mayor@grantvillega.org' <mayor@grantvillega.org>; 'agrieshaber@grantvillega.org' <agrieshaber@grantvillega.org>; 'lbasham@grantvillega.org' <lbasham@grantvillega.org>; 'cityofharalson@gmail.com' <cityofharalson@gmail.com>; 'bloeper@morelandtownhall.com' <bloeper@morelandtownhall.com>; 'dickfords@gmail.com' <dickfords@gmail.com>; 'drimi@senoia.com' <drimi@senoia.com>; 'hsimmons@senoia.com' <hsimmons@senoia.com>; 'sharpsburg@townofsharpsburg.com' <sharpsburg@townofsharpsburg.com>; 'bcole@townofsharpsburg.com' <bcole@townofsharpsburg.com>; 'neverfall@peoplepc.com' <neverfall@peoplepc.com>; 'a.starr@townofturin.com' <a.starr@townofturin.com>; 'candace@newnancowetachamber.org' <candace@newnancowetachamber.org>; 'Jane Fryer' <j.fryer@meriwethercountyga.gov>; 'david@gsda.net' <david@gsda.net>; 'evan.horton@cowetaschools.org' <evan.horton@cowetaschools.org>; 'jim.smith@gscs.org' <jim.smith@gscs.org>; 'robert.griffin@mcssga.org' <robert.griffin@mcssga.org>; Brant D. Keller PhD <BKeller@cityofgriffin.com>; 'info@cowetawater.com' <info@cowetawater.com>; 'david.crass@dnr.ga.gov' <david.crass@dnr.ga.gov>; 'ptanner@dot.ga.gov' <ptanner@dot.ga.gov>; 'jedaniel@dot.ga.gov' <jedaniel@dot.ga.gov>; 'cbaxley@dot.ga.gov' <cbaxley@dot.ga.gov>; 'tcaifa@dot.ga.gov' <tcaifa@dot.ga.gov>; 'mpresley@dot.ga.gov' <mpresley@dot.ga.gov>; 'gwaldrop@dot.ga.gov' <gwaldrop@dot.ga.gov>; 'Aubrey.Hendrix@dnr.state.ga.us' <Aubrey.Hendrix@dnr.state.ga.us>; 'susan@gefa.ga.gov' <susan@gefa.ga.gov>



**Cc:** 'West, Brian' <Brian.West@kimley-horn.com>; 'Hal Barry' <hbarry@barrycompanies.com>; 'Garren, Lauren' <Lauren.Garren@kimley-horn.com>; 'Zuvanich, Olivia' <Olivia.Zuvanich@kimley-horn.com>; 'Walker, John' <John.Walker@kimley-horn.com>; 'Melissa Griffis' <melissa@newnanlaw.com>; 'Tracy Dunnavant' <TDunnavant@cityofnewnan.org>; Seo, Jinwoo <jinwoo.seo@kimley-horn.com>; Jon West <Jon.West@dca.ga.gov>; 'john.schupp@avisonyoung.com' <john.schupp@avisonyoung.com>; 'Andrew Spiliotis' <aspiliotis@srta.ga.gov>; 'mklahr@cityofnewnan.org' <mklahr@cityofnewnan.org>; 'Richard Hathcock' <rhathcock@ATLtransit.ga.gov>; Jeannie Brantley <jbrantley@threeriversrc.com>; Paul Jarrell <pjarrell@threeriversrc.com>  
**Subject:** DRI #3293 - POPLAR PLACE MIXED USE - INVITATION FOR COMMENTS

**EXTERNAL EMAIL - Please use caution and proper judgement.**

Good Afternoon,

This email is being submitted to you as a potentially interested or affected party related to a Development of Regional Impact (DRI) identified as: DRI #3293 – Poplar Place Mixed Use to be located in the City of Newnan, Georgia.

Please see the attached invitation for comment for more information. Your comments should be submitted back to Three Rivers Regional Commission **by 5:00 PM on Wednesday, August 18, 2021**. The comment form is the last page of the review packet.

If you have any questions, please contact: Jeannie Brantley, of the Three Rivers Regional Commission, at 678-692-0510 or by email at [jbrantley@threeriversrc.com](mailto:jbrantley@threeriversrc.com).

Sincerely,

**Jeannie R. Brantley, Planning Director**  
Three Rivers Regional Commission  
PO Box 818 | 120 N. Hill St | Griffin, GA 30224  
Tel: 678-692-0510 | Fax: 678-692-0513  
[www.threeriversrc.com](http://www.threeriversrc.com)



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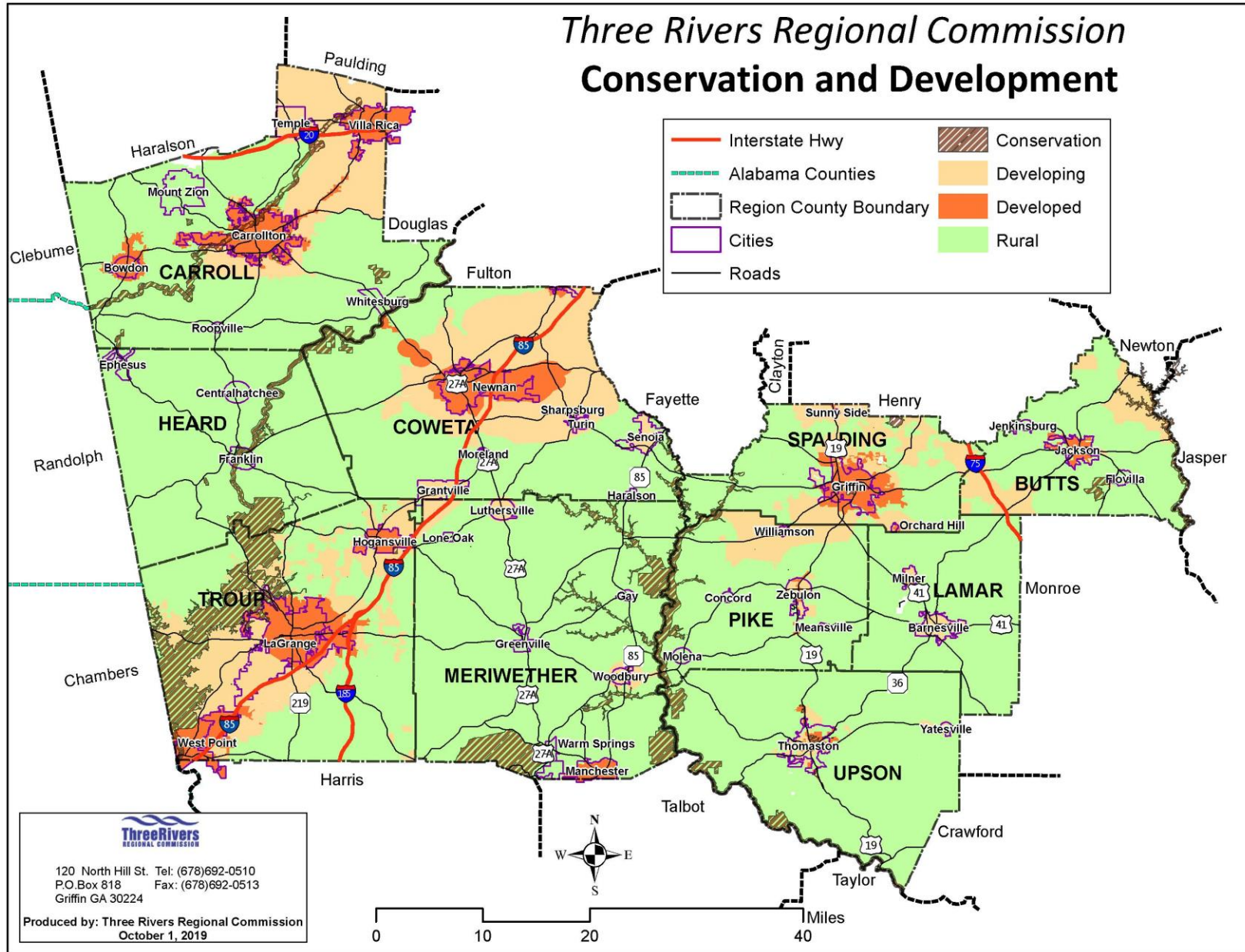
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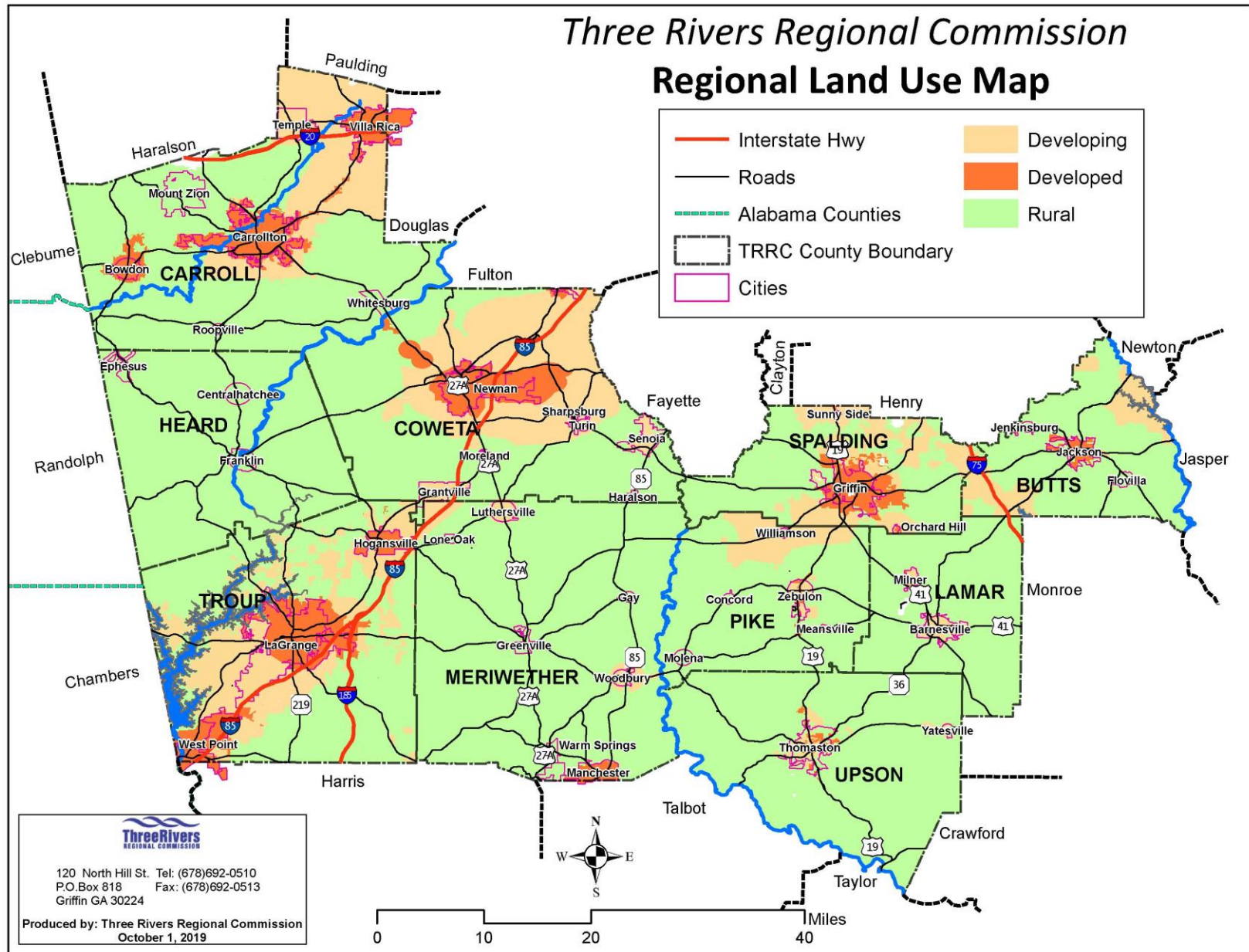
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# Three Rivers Regional Commission Conservation and Development



# Three Rivers Regional Commission Regional Land Use Map





## EXECUTIVE SUMMARY

This report presents the analysis of the anticipated traffic impacts of the proposed *Poplar Place Mixed-Use* development located in Coweta County, Georgia. The approximate 42.2-acre site is located north of Piedmont Newnan Hospital along the north side of Poplar Road, east of I-85, and west of Newnan Crossing Boulevard. The proposed *Poplar Place Mixed-Use* development will consist of residential, senior adult housing, hotel, office, and retail/restaurant land uses. The site is currently undeveloped.

The project is a Development of Regional Impact (DRI) and is subject to Georgia Regional Transportation Authority (GRTA) and Three Rivers Regional Commission (TRRC) review. The DRI trigger for this development is the annexation application with the City of Newnan on March 31, 2021. The DRI was formally triggered with the filing of the Initial DRI Information (Form 1 & Form 2) on March 31, 2021 by the City of Newnan.

The proposed development will consist of the following land uses and densities contained in **Table 1**:

Table 1: Proposed Land Uses and Densities	
Townhomes	101 units
Multi-family Residential	350 units
Senior Adult Housing (Attached)	155 units
Hotel	140 rooms
Office	672,800 SF
Retail	52,200 SF
Restaurant	23,000 SF

The DRI analysis includes an estimation of the overall vehicle trips projected to be generated by the development, also known as gross trips. Reductions to gross trips are also considered in the analysis, including mixed-use reductions and pass-by reductions.

The proposed project is expected to be completed by 2025, which will be considered the full build-out year in this analysis.

Capacity analyses were performed throughout the study network for the Estimated 2021 conditions, the Projected 2025 No-Build conditions, and the Projected 2025 Build conditions.

- Estimated 2021 conditions represent historical (2018 and 2019) traffic volumes grown for two (2) or three (3) years at 1.5 percent per year throughout the study network. Additionally, 2021 traffic counts were collected, and it was determined that no adjustments due to COVID-19 were required, per the memo to GRTA dated 5/11/2021.
- Projected 2025 No-Build conditions represent the existing traffic volumes grown for four (4) years at 1.5 percent per year throughout the study network, plus project trips associated with the planned *Poplar Crossing (DRI #2802)* development.
- Projected 2025 Build conditions represent the Projected 2025 No-Build conditions including the additional project trips that are anticipated to be generated by the *Poplar Place Mixed-Use* development.

Based on the **Estimated 2021** conditions, all existing study intersections currently operate at or above the acceptable overall LOS standard of D.

Based on the **Projected 2025 No-Build** conditions (excluding the *Poplar Place Mixed-Use* DRI traffic), all study intersections except two (2) are projected to operate at or above their acceptable overall level-

of-service standard during the AM and PM peak hours for the 2025 No-Build conditions. Based on the Projected 2025 No-Build conditions scenario, the following improvements should be considered:

- Intersection 5: Poplar Road at Newnan Crossing Boulevard
  - Restripe the eastbound approach to provide an additional eastbound left-turn lane along Poplar Road, creating two (2) left-turn lanes.
- Intersection 8: Lower Fayetteville Road at Newnan Crossing Boulevard
  - Provide additional eastbound and westbound through lanes along Lower Fayetteville Road.
  - Provide additional eastbound and westbound left-turn lanes along Lower Fayetteville Road to provide two left-turn lanes.

*Note: These improvements are per the Lower Fayetteville Road Project (GDOT PI: 0016052, Coweta CTP – C3). This project will be complete in 2025/2026.*

Based on the **Projected 2025 Build** conditions (including the *Poplar Place Mixed-Use DRI* traffic), all study intersections except one (1) are projected to operate at or above their acceptable overall level-of-service standard during the AM and PM peak hours for the 2025 Build conditions.

It should be noted that with the improvements recommended under the Projected 2025 No-Build conditions, Intersections 5 and 8 are projected to operate at acceptable LOS under the Projected 2025 Build conditions. For the intersection of Newnan Crossing Boulevard at Stillwood Drive, there is a programmed roundabout project (Coweta CTP – C4, TSPLOST – NE04) that is projected to start construction over the next year. With this improvement, the intersection is projected to operate at acceptable LOS under the Projected 2025 Build conditions.

Additionally, the following site access improvements are recommended to serve traffic associated with the full build-out of the development:

- Intersection 4: Poplar Road at Piedmont Hospital Entrance/Site Driveway C
  - Provide an additional southbound egress lane so that the approach consists of one shared through/left-turn lane and one right-turn lane.
- Intersection 7: Newnan Crossing Boulevard at Stillwood Drive/Site Driveway A
  - Provide an ingress and egress lane at the intersection with Stillwood Drive to create a four-legged intersection.
- Intersection 9: Poplar Road at Site Driveway D
  - Provide a southbound ingress and egress lane on site so the approach consists of one southbound right-turn lane.
  - Construct a westbound right-turn lane into the site along Poplar Road.



## **COMMUNITY IMPACT MEMORANDUM**

TO: Tracy S. Dunnavant, Planning Director

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

DATE: 03/26/2021; Revised 08/26/2021

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

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

**Coweta County School System-** The Coweta County School System Director of Facilities, Mr. Ronnie Cheek, provided correspondence in regard to the impact on the schools for the requested use. Mr. Cheek expressed concern about school capacity and requested that we provide advanced notice of a schedule for construction and planning purposes. We are willing to provide this information to The Coweta County School System during the design stage so that they can plan appropriately for any school age children the requested use may generate. Currently the site generates approximately \$2,355 a year in tax revenue for the School Board. The proposed development will generate approximately \$4,259,046 a year in tax revenue for the School Board. Mr. Cheek expressed that this information remains unchanged with the adjusted densities.

**Road and Streets-** Part of the Community Impact Study scope entails comparison of the present zoning classification to the requested zoning classification and quantifying the impacts on the City roadway infrastructure. Currently two out of the three parcels sit vacant, while the remaining parcel is a single-family residence. See Table 1 for the trip generation analysis for the existing use and proposed development build out by Kimley-Horn. A Development of Regional Impact (DRI) study has been produced and submitted to the Georgia Regional Transportation Authority (GRTA) for the proposed development. Currently the site generates approximately \$864 a year in tax revenue for the City of Newnan. The proposed development will generate approximately \$818,818 a year in tax revenue for the City.

<b>Table 1: Anticipated Total (Gross) Trip Generation for Poplar Place Mixed-Use</b>			
<b>Development</b>	<b>Daily Traffic</b>	<b>AM Peak Hour</b>	<b>PM Peak Hour</b>
<i>Poplar Place Mixed-Use (Proposed)</i>	17,104	1,356	1,512
<i>Single Family Home (Existing)</i>	15	6	1

**Newnan Police Department-** Kimley-Horn has been in correspondence with Deputy Chief LaChance at Newnan Police Department to request a letter detailing the Department’s feedback on the proposed development. Deputy Chief LaChance has determined that there will be an approximate increase of 1,096 calls in a two-year period for the development. He also expressed concern about the increased traffic and vehicle traffic leading to increased call times to surrounding areas.

**Newnan Fire Department-** Kimley-Horn has been in correspondence with Chief Brown at Newnan Fire Department to request a letter detailing the Department’s feedback on the proposed development. Chief Brown confirmed adequate service to the proposed development but expressed concern about the increased traffic and potential motor vehicle accidents leading to increased call times to surrounding areas. Chief Brown has confirmed that would remain the same for the adjusted densities. Currently the site generates approximately \$869 and \$80 a year in tax revenue for the Fire Department and Fire Bonds, respectively. The proposed development will generate approximately \$859,140 and \$75,604 a year in tax revenue for the Fire Department and Fire Bonds, respectively.

**Newnan Utilities-** Kimley-Horn has been in correspondence with Scott Tolar at Newnan Utilities regarding the proposed utility capacity for the development. Based on the preliminary utility demands provided by Kimley-Horn, Newnan Utilities stated that adequate sanitary sewer capacity for the development is available at the Wahoo Creek Wastewater Plant at the time of this report. Newnan Utilities also confirmed they will provide water service to the site. At the time of this revision, Kimley-Horn has not received an updated response from Mr. Tolar.

CAPACITY CERTIFICATION  
PEAK SANITARY SEWAGE FLOW



**Project:** Poplar Place  
**Date:** 8/25/2021  
**Calc by:** LBG

Use	Base Flowrate per Unit (GPD)	Unit	Flowrate, GPD	Basis for Conversion	Quantity in Development	Unit	GPD from Development
Active Adult	240	per unit			155		37200
Motel/Hotel	100	per room			140		14000
Offices	175	per 1000 sq ft	0.175		672800		117740
Residence, multiple family - apt	240	per unit			350	units	84000
Restaurant/Coffee Shop/Fast Food	1650	per 1000 sq ft	1.650		23000		37950
Shopping Center / Retail	100	per 1000 sq ft	0.100		75200	1000 sqft	7520
Residence, single family	240	per unit			101		24240

Total Sewage Flowrate (GPD) 322650  
Peak Sewage Flowrate (GPD) = 4 \* Total 1290600  
Peak Sewage Flowrate (cfs) **2.00**

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

**City of Newnan Taxes Revenues-** The proposed 2021 millage rate for The City of Newnan is 3.574 mills. Currently Parcels 087 2005 001; 087 2005 002; and 087 2005 003 generate \$864



annually in City of Newnan tax revenue. The requested use should generate approximately \$818,818 annually in City if Newnan tax revenue. As such, the requested use will ultimately generate more tax revenue than the current use.

The values noted in the tax revenue estimates above are based on an Economic Impact Tabulation provided by the Property Developer (attached to this report for reference). The values referenced in the attached table contain the Developer’s best estimate of proposed land uses, densities, improvement values, and property values for the proposed Poplar Place development and are subject to market demand and pricing fluctuations. An assessment of the current and proposed tax revenues based on the current millage rates are shown in the Taxes section below. The City tax revenue is calculated based on the proposed 2021 rates.

Proposed Development Program	Unit	Size	Improvement Value/Unit	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
Multifamily	Unit	350	\$366,253	\$128,188,667	\$183,259	\$953,211	\$192,283	\$16,921	\$338,418	\$1,684,091
Restaurant / Retail	SF	75,200	\$580	\$43,650,000	\$62,402	\$324,581	\$65,475	\$5,762	\$115,236	\$573,456
Senior Living	Unit	155	\$407,613	\$63,180,000	\$90,322	\$469,806	\$94,770	\$8,340	\$166,795	\$830,034
Office	SF	672,800	\$405	\$272,812,500	\$390,013	\$2,028,634	\$409,219	\$36,011	\$720,225	\$3,584,102
Hotel	Key	140	\$171,094	\$23,953,125	\$34,243	\$178,115	\$35,930	\$3,162	\$63,236	\$314,687
Townhomes	Unit	101	\$405,703	\$40,976,000	\$58,579	\$304,698	\$61,464	\$5,409	\$108,177	\$538,326
<b>TOTAL</b>				<b>\$572,760,292</b>	<b>\$818,818</b>	<b>\$4,259,046</b>	<b>\$859,140</b>	<b>\$75,604</b>	<b>\$1,512,087</b>	<b>\$7,524,696</b>

Existing Vacant Land	Unit	Size (Acres)	Homestead Exempt	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
087 2005 001		0.980		\$26,852	\$38	\$200	\$40	\$4	\$71	\$353
087 2005 002		24.280		\$256,077	\$366	\$1,904	\$384	\$34	\$676	\$3,364
087 2005 003		15.420	Yes	\$321,251	\$459	\$251	\$444	\$42	\$782	\$1,979
<b>TOTAL</b>		<b>40.68</b>		<b>\$604,180</b>	<b>\$864</b>	<b>\$2,355</b>	<b>\$869</b>	<b>\$80</b>	<b>\$1,529</b>	<b>\$5,696</b>

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

## **APPENDIX**





**POLICE DEPARTMENT  
CITY OF NEWNAN**

1 Joseph Hannah Blvd  
P.O. Box 1193  
Newnan, GA 30263  
770-254-2355  
Fax: 770-254-2347

Brent Blankenship  
Chief of Police

August 24, 2021

To Whom It May Concern,

This letter is regarding the proposed annexation of property titled "Poplar Place" on Poplar Road at I-85. After reviewing call history data for similar complexes, we will have the following impact:

<b>Proposed</b>	<b>Comparison</b>	<b>24 Month Call Volume</b>
350 Multifamily Units	Springs of Newnan	123
155 Active Adult Senior Living Units	Forest of York	63
101 Townhomes	Columbia Woods	34
672,800 SF of Office Space	42,640SF Office x's 15	555 (Est.)
140 Key Hotel	Home 2 Suites	171
75,200 SF of retail/restaurant	Publix	150
	<b>Total Increase</b>	<b>1096 Calls of Service</b>

In addition to the increase of people and vehicle traffic to the area, it would impact calls to that area while affecting call service and response times to other parts of the city.

Sincerely,

Brent Blankenship  
Chief of Police



# NEWNAN FIRE DEPARTMENT

23 Jefferson Street • Newnan, GA 30263  
770-253-1851 (P) • 770-638-8678 (F)



Stephen R. Brown, Fire Chief

August 16, 2021

Tyler Defino  
11720 Amber Park Dr  
Suite #600  
Alpharetta, Ga 30009

The density changes submitted for the site at the corner of Poplar Rd and I-85 have been reviewed. As before, there will be an impact to the area with increased traffic which could cause an increase in call volume and response time. At this time, the Newnan Fire Department does have the resources to provide services to the proposed site of "Poplar Place", considering the density changes submitted.

Stephen Brown



**Poplar Place  
Economic Impact Tabulation**

Proposed Development Program	Unit	Size	Improvement Value/Unit	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
Multifamily	Unit	350	\$366,253	\$128,188,667	\$183,259	\$953,211	\$192,283	\$16,921	\$338,418	\$1,684,091
Restaurant / Retail	SF	75,200	\$580	\$43,650,000	\$62,402	\$324,581	\$65,475	\$5,762	\$115,236	\$573,456
Senior Living	Unit	155	\$407,613	\$63,180,000	\$90,322	\$469,806	\$94,770	\$8,340	\$166,795	\$830,034
Office	SF	672,800	\$405	\$272,812,500	\$390,013	\$2,028,634	\$409,219	\$36,011	\$720,225	\$3,584,102
Hotel	Key	140	\$171,094	\$23,953,125	\$34,243	\$178,115	\$35,930	\$3,162	\$63,236	\$314,687
Townhomes	Unit	101	\$405,703	\$40,976,000	\$58,579	\$304,698	\$61,464	\$5,409	\$108,177	\$538,326
<b>TOTAL</b>				<b>\$572,760,292</b>	<b>\$818,818</b>	<b>\$4,259,046</b>	<b>\$859,140</b>	<b>\$75,604</b>	<b>\$1,512,087</b>	<b>\$7,524,696</b>

Existing Vacant Land	Unit	Size (Acres)	Homestead Exempt	Total Value	City of Newnan Tax Revenue	School Board Tax Revenue	Fire Department Tax Revenue	Fire Bond Tax Revenue	County Tax Revenues	Total Tax Revenues
087 2005 001		0.980		\$26,852	\$38	\$200	\$40	\$4	\$71	\$353
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087 2005 003		15.420	Yes	\$321,251	\$459	\$251	\$444	\$42	\$782	\$1,979
<b>TOTAL</b>		<b>40.68</b>		<b>\$604,180</b>	<b>\$864</b>	<b>\$2,355</b>	<b>\$869</b>	<b>\$80</b>	<b>\$1,529</b>	<b>\$5,696</b>



August 27, 2021

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

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

Ms. Garren,

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

1. Parcel Numbers 087 2005 001, 087 2005 002, and 087 2005 003
2. Mix Use Development
  - a. Multi-Family/Senior Living 350 Units
  - b. Office Space 672800 SF
  - c. Senior Living 155 Units
  - d. Mix Office/Restaurant/Retail 75,200 SF
  - e. Hotel 140 Units
  - f. Townhomes 101 Units
3. Development as attached
4. Sanitary Sewer:
  - a. Developer shall connect to Newnan Utilities Sanitary Sewer System.
  - b. Developer is responsible for all upgrade costs necessary to serve said property, but not limited to:
    - i. Design and Construction of development sanitary sewer system per Newnan Utilities Specifications.

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



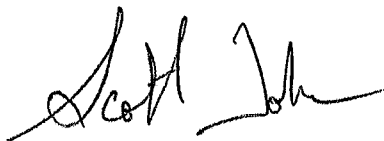
- ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.
- iii. Cost for analyzing existing sanitary sewer system by an engineer firm approved by Newnan Utilities.
- iv. Existing sanitary sewer upgrades to handle proposed development. This is to include any lift station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

5. Water:

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

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

Sincerely,



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





CAPACITY CERTIFICATION  
PEAK SANITARY SEWAGE FLOW



**Project:** Poplar Place  
**Date:** 8/25/2021  
**Calc by:** LBG

Use	Base Flowrate per Unit (GPD)	Unit	Flowrate, GPD	Basis for Conversion	Quantity in Development	Unit	GPD from Development
Active Adult	240	per unit			155		37200
Motel/Hotel	100	per room			140		14000
Offices	175	per 1000 sq ft	0.175		672800		117740
Residence, multiple family - apt	240	per unit			350	units	84000
Restaurant/Coffee Shop/Fast Food	1650	per 1000 sq ft	1.650		23000		37950
Shopping Center / Retail	100	per 1000 sq ft	0.100		75200	1000 sqft	7520
Residence, single family	240	per unit			101		24240

Total Sewage Flowrate (GPD) 322650  
Peak Sewage Flowrate (GPD) = 4 \* Total 1290600  
Peak Sewage Flowrate (cfs) **2.00**

# Coweta County School System Operations Center

March 17, 2021

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

Re: Poplar Place

Ms. Garren:

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

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

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

Thank you for the opportunity to provide feedback.

Sincerely,



Ronald C. Cheek  
Director of Facilities  
Coweta County School System



PHILLIPS FAMILY PARTNERSHIP, LLLP and  
POPLAR 20-20, LLC  
42.20± acres, located off Poplar Road  
Land Lot 5, 2nd Land District,  
Coweta County, Georgia  
Tax Parcel #'s: 0872005001, 0872005002,  
and 0872005003

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY  
LOCATED IN LAND LOT 5 OF THE 2nd LAND DISTRICT  
IDENTIFIED AS 42.20± ACRES OFF POPLAR ROAD IN THE CITY OF  
NEWNAN, GEORGIA**

WHEREAS, the owner of the property described herein has filed an application to rezone the property described on Exhibit "A" attached hereto identified as 42.20± acres located off Poplar Road in Land Lot 5, 2nd Land District, Coweta County, Georgia, and shown on Plat of Survey for Swope Development, LLC attached hereto as Exhibit "B", from the County Zoning Classification RC (Rural Conservation) to the City of Newnan Zoning Classification MXD (Mixed Use Development District) ; and

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

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 26th day of October, 2021; and

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

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

Section I. That the property described on Exhibit "A" attached hereto and shown on Plat of Survey for Swope Development, LLC, attached hereto as Exhibit "B", containing 42.20± acres attached hereto and by reference made a part hereof be rezoned to City of Newnan Zoning Classification MXD (Mixed Use Development District) subject to the following conditions:

1. The project will be consistent with the concept plan, density, project data, amenities, proffered conditions and elevations provided as part of the application that was amended on July 29, 2021 to include the Overall Master Plan, attached hereto as Exhibit "C", and all corresponding information provided in the Concept Design Presentation dated August 24, 2021 on file in the City of Newnan Planning Department.

2. The developer will be required to adhere to all conditions specified in the Notice of Decision provided by GRTA dated August 11, 2021, attached hereto as Exhibit "D".

3. The developer will be required to meet all conditions recommended by the Director of Engineering as listed in his letter of September 7, 2021, attached hereto as Exhibit "E".

4. The front lots (further identified as outparcels 4 and 5 on the Overall Master Plan) will not be used as a gas station or a convenience store.

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

Section III. This ordinance shall be effective upon adoption.



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

ATTEST:

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

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

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

Reviewed:

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

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

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

\_\_\_\_\_  
Ray DuBose, Councilmember

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

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

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

**LEGAL DESCRIPTION  
OF SUBJECT PROPERTY**

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

COMMENCING AT A NAIL FOUND, AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF INTERSTATE 85, AND THE NORTH LINE OF LAND LOT 5. SAID COMMENCING POINT ALSO BEING THE POINT OF BEGINNING; THENCE, ALONG SAID NORTH LINE OF LAND LOT 5, THE FOLLOWING COURSES: SOUTH 89°26'12" EAST, A DISTANCE OF 197.07', TO A 5/8" REBAR FOUND; THENCE, SOUTH 89°56'47" EAST, A DISTANCE OF 840.03', TO A 1" OPEN-TOP PIPE FOUND; THENCE, NORTH 88°33'47" EAST, A DISTANCE OF 443.66', TO A 5/8" REBAR SET; THENCE, DEPARTING SAID LAND LOT LINE, SOUTH 00°15'57" EAST, A DISTANCE OF 1567.07', TO A 1/2" REBAR FOUND, ON THE NORTHERLY RIGHT OF WAY OF POPLAR ROAD; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY OF POPLAR ROAD, THE FOLLOWING COURSES: NORTH 82°18'35" WEST, A DISTANCE OF 544.10', TO A 5/8" REBAR SET; THENCE, NORTH 08°21'54" EAST, A DISTANCE OF 55.83', TO A 5/8" REBAR SET; THENCE, ALONG A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 287.91', A RADIUS OF 11850.00', A CHORD BEARING OF NORTH 80°56'20" WEST, AND A CHORD DISTANCE OF 287.90'; THENCE, NORTH 80°14'34" WEST, A DISTANCE OF 279.26', TO A NAIL FOUND; THENCE, NORTH 26°56'13" WEST, A DISTANCE OF 55.98', TO A NAIL FOUND AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY OF POPLAR ROAD AND THE AFOREMENTIONED EASTERLY RIGHT OF WAY OF INTERSTATE 85; THENCE, ALONG SAID EASTERLY RIGHT OF WAY OF INTERSTATE 85, THE FOLLOWING COURSES: NORTH 00°14'34" WEST, A DISTANCE OF 65.44', TO A NAIL FOUND; THENCE, ALONG A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 390.48', A RADIUS OF 1155.00', A CHORD BEARING OF NORTH 09°55'41" WEST, AND A CHORD DISTANCE OF 388.62', TO A 5/8" REBAR SET; THENCE, SOUTH 70°23'13" WEST, A DISTANCE OF 45.00', TO A NAIL FOUND; THENCE, NORTH 19°36'47" WEST, A DISTANCE OF 617.87', TO A NAIL FOUND; THENCE, ALONG A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 279.30', A RADIUS OF 970.00', A CHORD BEARING OF NORTH 11°21'51" WEST, AND A CHORD DISTANCE OF 278.34', BACK TO THE POINT OF BEGINNING.

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

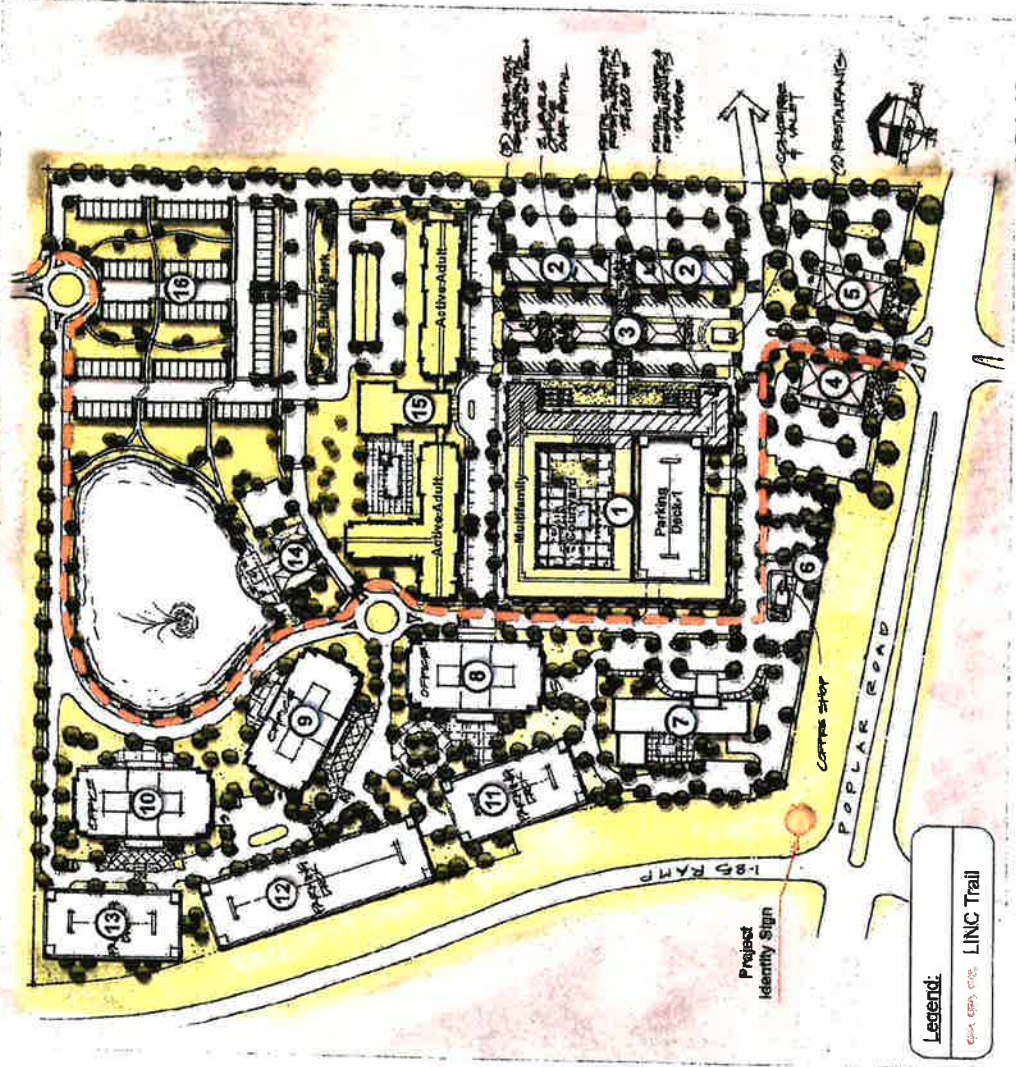
SAID PARCEL CONTAINS 42.202 ACRES (1,838,312 SQUARE FEET), AND IS DEPICTED ON THAT CERTAIN ALTA/NSPS PLAT OF SURVEY, DATED NOVEMBER 14, 2017, PREPARED BY EMC ENGINEERING SERVICES, INC.

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





**Overall Masterplan**



**PROJECT DATA**

- ① **Multifamily: 4.4 acres 360 units**  
Greystar Retail/Leasing & Amenities: 13,400 SF  
Deck-1  
6 level deck, 685 spaces  
490 Residential  
132 Retail under Podium
- ② **Retail, Shops & Restaurants: 16,000 SF**  
(Retail under Podium, multifamily)
- ③ **Office over Retail: 22,800 SF**  
4 spaces/1000 SF = 92 spaces req.  
**Retail: 22,800 SF**  
4 spaces/1000 SF = 92 spaces req.  
Total Parking Required: 184 spaces  
Surface Parking Provided: 203 spaces  
**Total Retail in #1 & #2: 52,200 SF**
- ④ **Jewel Box Restaurants: 3 @ 3,000 SF each**  
7 spaces/1000 SF = 63 spaces req.  
(63 spaces in Deck-1)
- ⑤ **Restaurants**  
Outparcel 1: 1.1 acres  
6,000 SF, 61 surface parking spaces  
Outparcel 2: 1.32 acres  
6,000 SF, 80 surface parking spaces
- ⑥ **Coffee Shop: 0.72 acres**  
2,000 SF, 39 surface parking spaces
- ⑦ **Hotel**  
140 keys  
140 spaces in parking deck
- ⑧ **Office/Institutional**  
**Office Building A: 100,000 SF**  
30,000 SF floor plates 3/4 floors  
4 spaces/1000 SF = 400 spaces
- ⑨ **Office Building B: 275,000 SF**  
30,000 SF floor plates 7/8 floors  
4 spaces/1000 SF = 1,100 spaces
- ⑩ **Office Building C: 275,000 SF**  
30,000 SF floor plates 7/8 floors  
4 spaces/1000 SF = 1,100 spaces
- ⑪ **Parking Deck-A**  
5 level 440 space deck
- ⑫ **Parking Deck-B**  
9 level 1,224 space deck
- ⑬ **Parking Deck-C**  
9 level 976 space deck
- ⑭ **Amenity: 0.66 acres**  
Clubhouse: 7,000 SF  
20 parking spaces in surface lot
- ⑮ **Senior Living: 8.4 acres**  
Active Adult  
Multifamily Units: 155 units  
1.5 spaces/unit  
205 surface parking spaces  
28 private garages
- ⑯ **Townhomes: 101 units**  
Garages under each unit.





EXHIBIT	<u>D</u>
PAGE	<u>1</u> OF <u>6</u>

**NOTICE OF DECISION**

---

**To:** Doug Hooker, ARC  
**(via electronic mail)** Bob Voyles, GRTA  
Dick Anderson, GRTA  
Kathryn Zickert, GRTA  
Sharon Mason, GRTA  
Sonny Deriso, GRTA

**To:** City of Newnan  
**(via electronic mail and certified mail)** Barry Companies

**From:** Christopher Tomlinson, GRTA Executive Director

**Copy:** Jon West, DCA  
**(via electronic mail)** Andrew Spiliotis, GRTA/ATL  
Cain Williamson, GRTA/ATL  
Jeannie Brantley, Three Rivers Regional Commission  
Tracy Dunnavant, City of Newnan  
Michael Klahr, City of Newnan  
Bob Palmer, Coweta County  
Angela White, Coweta County  
Tod Handley, Coweta County  
Paul Poole, Coweta County

Daniel Trevorrow, GDOT District 3  
Stanford Taylor, GDOT District 3  
Tyler Peek, GDOT District 3  
Donald Wilkerson, GDOT District 3  
Jinwoo Seo, KHA  
John Walker, KHA  
Olivia Zuvanich, KHA  
Lauren Garren, KHA  
Melissa Griffis, Newnan Law  
John Schupp, Avison Young  
Hal Barry, Barry Companies

**Date:** August 11, 2021

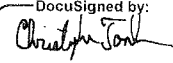
### Notice of Decision for Request for Non-Expedited Review of DRI 3293 Poplar Place Mixed Use

The purpose of this notice is to inform Barry Companies (the Applicant) and City of Newnan (the Local Government), the Georgia Regional Transportation Authority (GRTA) Land Development Committee, the Georgia Department of Community Affairs (DCA), the Georgia Department of Transportation (GDOT), and the Three Rivers Regional Commission (TRRC) of GRTA's decision regarding Development of Regional Impact (DRI) 3293 Poplar Place Mixed Use (the DRI Plan of Development). GRTA has completed a non-expedited Review for the DRI Plan of Development pursuant to Section 4.2.3 of the *GRTA DRI Review Procedures* and has determined that the DRI Plan of Development meets the GRTA review criteria set forth in Section 4.3. The DRI Plan of Development as proposed is **approved subject to conditions**, as provided in Attachment A and subject to the limitations placed on allowable modifications to the DRI Plan of Development, as described in Attachment B.

Subject to the conditions set forth in Attachment A and Attachment B, GRTA will approve the expenditure of state and/or federal funds for providing the Land Transportation Services and Access improvements listed in Section 2 of Attachment C. The need for said approval shall terminate and be of no further force and effect after ten (10) years from the date of this Notice of Decision, unless substantial construction of the proposed DRI has been commenced during this ten (year) period.

The notice of decision is based on July 7. The review package includes: the site development plan (Site Plan) dated July 7, 2021 titled "Poplar Place Mixed-Use DRI #3293" prepared by Kimley-Horn & Associates, the Transportation Study dated July 2021 prepared by Kimley-Horn & Associates received by GRTA on July 7, 2021, and the DCA Initial and Additional forms filed on March 31, 2021.

Pursuant to Section 5 of the *GRTA DRI Review Procedures* the Applicant, the GRTA Land Development Committee and the local government have a right to appeal this decision within five (5) Business Days of the date on this letter by filing a Notice of Appeal with the GRTA Land Development Committee. A Notice of Appeal must specify the grounds for the appeal and present any argument or analysis in support of the appeal. For further information regarding the right to appeal, consult Section 5 of the *GRTA DRI Review Procedures*. If GRTA staff receives an appeal, you will receive another notice from GRTA and the Land Development Committee will schedule the appeal hearing according to the timeline established in Section 5.1.2 of the *GRTA DRI Review Procedures*.

DocuSigned by:  


5409E9A65D48478...  
Christopher Tomlinson  
Executive Director  
Georgia Regional Transportation Authority



## Attachment A – General Conditions

### General Conditions of Approval to GRTA Notice of Decision:

#### Bicycle, Pedestrian & Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Provide sidewalks along the DRI frontage of Poplar Road

### Roadway & Site Access Improvement Conditions to GRTA Notice of Decision:

#### Newnan Crossing Boulevard at Stillwood Drive / Site Driveway A

- Provide an ingress and egress lane at the intersection with Stillwood Drive to create a four-legged intersection.

#### Mercantile Drive at Site Driveway B

- Connect DRI Driveway B into Mercantile Drive to ensure direct access to Newnan Crossing Boulevard

#### Poplar Road at Piedmont Hospital Entrance / Site Driveway C

- Align Driveway C to form the fourth leg of the existing Poplar Road / Piedmont Hospital Entrance signalized intersection
- Coordinate with GDOT, City of Newnan and Coweta County to identify and install, per their approval: 1) the appropriate ingress and egress configuration at Driveway C; and 2) a right turn deceleration lane on Poplar Road at Driveway C.
- Install crosswalks on all legs of the intersection, per GDOT, City of Newnan and Coweta County approval
- Coordinate with GDOT, City of Newnan and Coweta County to determine the needed storage length for the existing eastbound left turn lane on Poplar Road at Driveway C. Install the additional storage as specified by GDOT, City of Newnan and Coweta County. Restripe the movement from a U-turn to a turn lane.

#### Poplar Road at Site Driveway D

- Continue to coordinate with GDOT, City of Newnan and Coweta County to explore the feasibility of a driveway located between the I-85 ramp and the Piedmont Hospital Entrance / Driveway C. If a right-in, right-out driveway is approved, install a right turn deceleration lane, per GDOT and Coweta County approval.

## **Attachment B – Required Elements of the DRI Plan of Development**

### **Conditions Related to Altering Site Plan after GRTA Notice of Decision:**

The on-site development will be constructed materially (substantially) in accordance with the Site Plan. Changes to the Site Plan will not be considered material or substantial so long as the following conditions are included as part of any changes:

- All “Proposed Conditions of Approval to GRTA Notice of Decision” set forth in Attachment A are provided.



## Attachment C – Required Improvements to Serve the DRI

As defined by the *GRTA DRI Review Procedures*, a “Required Improvement means a land transportation service or access improvement which is necessary in order to provide a safe and efficient level of service to residents, employees and visitors of a proposed DRI.”

The Required Improvements in the study network were identified in the Review Package as necessary to bring the level of service up to an applicable standard before the build-out of the proposed project. These requirements are identified in Sections 1 and 2 of this Attachment. Section 1 contains improvements that do not require GRTA approval at this time because they are to be constructed prior to the completion of the DRI Plan of Development. However, GRTA approval shall be required in the event state and/or federal funds are proposed at a later date to be used for any portion of the improvements described in Section 1. Section 2 contains improvements that require GRTA approval prior to the expenditure of state and/or federal funding. Subject to the conditions set forth in Attachment A and Attachment B, GRTA approves the expenditure of state/and or federal funding for the improvements contained in Section 2.

### Section 1:

#### General Conditions of Approval to GRTA Notice of Decision:

##### Bicycle, Pedestrian & Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Provide sidewalks along the DRI frontage of Poplar Road

#### Roadway & Site Access Improvement Conditions to GRTA Notice of Decision:

##### Newnan Crossing Boulevard at Stillwood Drive / Site Driveway A

- Provide an ingress and egress lane at the intersection with Stillwood Drive to create a four-legged intersection.

##### Mercantile Drive at Site Driveway B

- Connect DRI Driveway B into Mercantile Drive to ensure direct access to Newnan Crossing Boulevard

##### Poplar Road at Piedmont Hospital Entrance / Site Driveway C

- Align Driveway C to form the fourth leg of the existing Poplar Road / Piedmont Hospital Entrance signalized intersection
- Coordinate with GDOT, City of Newnan and Coweta County to identify and install, per their approval: 1) the appropriate ingress and egress configuration at Driveway C; and 2) a right turn deceleration lane on Poplar Road at Driveway C.
- Install crosswalks on all legs of the intersection, per GDOT, City of Newnan and Coweta County approval
- Coordinate with GDOT, City of Newnan and Coweta County to determine the needed storage length for the existing eastbound left turn lane on Poplar Road at Driveway C. Install the additional storage as specified by GDOT, City of Newnan and Coweta County. Restripe the movement from a U-turn to a turn lane.

##### Poplar Road at Site Driveway D

- Continue to coordinate with GDOT, City of Newnan and Coweta County to explore the feasibility of a driveway located between the I-85 ramp and the Piedmont Hospital

Entrance / Driveway C. If a right-in, right-out driveway is approved, install a right turn deceleration lane, per GDOT and Coweta County approval.

**Section 2:**

Newnan Crossing Boulevard at Stillwood Drive

- Continue to advance the City of Newnan roundabout project at the intersection

Newnan Crossing Boulevard at Lower Fayetteville Road

- Continue to advance the roadway improvement project on Lower Fayetteville Road

Newnan Crossing Boulevard at Poplar Road

- Monitor the eastbound left turn lane on Poplar Road at Newnan Crossing Boulevard. Restripe the existing hatched pavement as a second eastbound left turn lane, if and when necessary.

Mercantile Drive at Newnan Crossing Boulevard

- Monitor the intersection and implement access management and turn lane improvements as necessary.

I-85 Interchange at Poplar Road

- Monitor the intersection's capacity needs and signal timing coordination with nearby Poplar Road intersections (Newnan Crossing Bypass, Newnan Crossing Blvd, Piedmont Newnan Hospital / Driveway C), and make improvements if and when necessary.





# The City of Newnan, Georgia

Office of the City Engineer

September 7, 2021

City Engineer Review

ANNEXATION and REZONING REQUEST

Tax Parcels: 087 2005 001, 087 2005 002, 087 2005 003  
Poplar Place Mixed Use, DRI # 3293

Environmental:

1. The development plan shall follow the design standards and guidance per the Georgia Storm Water Management Manual, in compliance with the **Post-Development Stormwater Management Ordinance** for the City of Newnan.  
Note a new requirement for on-site, runoff reduction, effective December 6, 2020.
2. The development plan shall include a three-phased erosion control plan in compliance with the **Soil Erosion, Sedimentation and Pollution Control Ordinance** for the City of Newnan. If the development proposes to disturb more than 50 acres, the developer shall submit the Erosion, Sedimentation and Pollution Control plans to the City for review and approval by the City, prior to submittal to the Georgia Environmental Protection Division for their review and approval.
3. All streams, wetlands and other environmentally sensitive areas such as floodplain and floodway shall be delineated and located within open space to the extent practically possible. The development plan shall be in compliance with the **Floodplain Management and Flood Damage Prevention Ordinance** for the City of Newnan. Any development within a floodplain or waters of the US shall be properly permitted with the Federal Emergency Management Agency (FEMA), or the United States Army Corp of Engineers (USACE), as applicable.
4. This site is located within a water supply watershed and thus increased stream buffers apply as follows: perennial streams shall carry an undisturbed stream buffer on 100 feet with an additional impervious surface setback of 50 feet; intermittent streams shall carry an undisturbed stream buffer of 50 feet with an additional 25 foot impervious surface setback. Buffers shall be measured from the point of wrested vegetation and shall be delineated in the field.
5. This site is located within the Stillwood Creek watershed drainage basin and stormwater management shall comply with the conditions set forth in the **Stillwood Creek Watershed Drainage Policy** as Section 10-169 of the **Post-Development Stormwater Management Ordinance** for the City of Newnan.

Transportation:

1. The development shall connect to a proposed roundabout at Stillwood Drive/ Newnan Crossing Boulevard East. The cost for design for and construction of the approach to the roundabout from the development shall be borne by the developer.

2. The developer shall design and modify existing pavement makings on Newnan Crossing Boulevard East, at Mercantile Drive, to accommodate left turn movements from Newnan Crossing Boulevard East to Mercantile Drive,
3. The development shall include ADA compliant sidewalks along both sides of all streets to be publically dedicated. Sidewalks installed as a continuation of Mercantile Drive shall match existing. Sidewalks installed along the proposed street linking Poplar Road to the roundabout intersection at Stillwood Drive/ Newnan Crossing Boulevard East shall be six (6) feet in width, minimum, with a four (4) foot grass strip between the sidewalk and back of curb. All other sidewalks, internally, shall be as per Final Notice of Decision for the DRI, and shall connect to the public Right-of-Way at Poplar Road and Mercantile Drive.
4. The developer shall provide and install street lighting along all streets to be publically dedicated, to meet City standards for lighting.
5. Any segments of the Newnan LINC proposed as a part of the development for public dedication, are subject to review and approval by the City agencies overseeing the LINC activities.

Respectfully,

*Michael Klahr*

William M. Klahr, P.E., CFM  
Director of Engineering



PHILLIPS FAMILY PARTNERSHIP, LLLP and  
POPLAR 20-20, LLC  
42.20± acres, located off Poplar Road  
Land Lot 5, 2nd Land District,  
Coweta County, Georgia  
Tax Parcel #'s: 0872005001, 0872005002,  
and 0872005003

**ORDINANCE TO ANNEX TO THE EXISTING CORPORATE LIMITS OF THE CITY OF  
NEWNAN, GEORGIA CERTAIN UNINCORPORATED LAND ADJOINING THE  
EXISTING CORPORATE LIMITS OF SAID CITY IN ACCORDANCE WITH SECTION  
36-36-21 OF THE OFFICIAL CODE OF GEORGIA, AND FOR OTHER PURPOSES**

BE IT ORDAINED, by the Mayor and City Council of the City of Newnan, and it is hereby ordained by authority of the same and by the authority granted to the governing authority of the City of Newnan by Section 36-36-21, Official Code of Georgia, annotated, that the following described property is hereby annexed and shall hereinafter be treated and considered as a part of the corporate limits of the City of Newnan, Georgia, to-wit:

All that tract or parcel of land lying and being in Land Lot 5 of the 2nd Land District of Coweta County, Georgia, containing 42.20± acres and being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof and further shown on Plat of Survey for Swope Development, LLC, dated 11/14/2017 attached hereto as Exhibit "B".

BE IT FURTHER ORDAINED, that said property is annexed into the corporate limits of the City of Newnan subject to the conditions set out herein below.

BE IT FURTHER ORDAINED that said property annexed be zoned MXD (Mixed Use Development District) subject to the conditions set out herein below and as provided in the separate rezoning ordinance adopted in connection herewith subject to the following conditions:

1. The project will be consistent with the concept plan, density, project data, amenities, proffered conditions and elevations provided as part of the application that was amended on July 29, 2021 to include the Overall Master Plan, attached hereto as Exhibit "C", and all corresponding information provided in the Concept Design Presentation dated August 24, 2021 on file in the City of Newnan Planning Department.

2. The developer will be required to adhere to all conditions specified in the Notice of Decision provided by GRTA dated August 11, 2021, attached hereto as Exhibit "D".

3. The developer will be required to meet all conditions recommended by the Director of Engineering as listed in his letter of September 7, 2021, attached hereto as exhibit "E".

4. The front lots (further identified as outparcels 4 and 5 on the Overall Master Plan) will not be used as a gas station or a convenience store.

BE IT FURTHER ORDAINED that said property is hereby incorporated into the City of Newnan's Election District 1.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon adoption and as provided in O.C.G.A. §36-36-2.



DONE, RATIFIED AND PASSED by the City Council of the City of Newnan, Georgia, this \_\_\_\_ day of \_\_\_\_\_, 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

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

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

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

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

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

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

**LEGAL DESCRIPTION  
OF SUBJECT PROPERTY**

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

COMMENCING AT A NAIL FOUND, AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF INTERSTATE 85, AND THE NORTH LINE OF LAND LOT 5. SAID COMMENCING POINT ALSO BEING THE POINT OF BEGINNING; THENCE, ALONG SAID NORTH LINE OF LAND LOT 5, THE FOLLOWING COURSES: SOUTH 89°26'12" EAST, A DISTANCE OF 197.07', TO A 5/8" REBAR FOUND; THENCE, SOUTH 89°56'47" EAST, A DISTANCE OF 840.03', TO A 1" OPEN-TOP PIPE FOUND; THENCE, NORTH 88°33'47" EAST, A DISTANCE OF 443.66', TO A 5/8" REBAR SET; THENCE, DEPARTING SAID LAND LOT LINE, SOUTH 00°15'57" EAST, A DISTANCE OF 1567.07', TO A 1/2" REBAR FOUND, ON THE NORTHERLY RIGHT OF WAY OF POPLAR ROAD; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY OF POPLAR ROAD, THE FOLLOWING COURSES: NORTH 82°18'35" WEST, A DISTANCE OF 544.10', TO A 5/8" REBAR SET; THENCE, NORTH 08°21'54" EAST, A DISTANCE OF 55.83', TO A 5/8" REBAR SET; THENCE, ALONG A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 287.91', A RADIUS OF 11850.00', A CHORD BEARING OF NORTH 80°56'20" WEST, AND A CHORD DISTANCE OF 287.90'; THENCE, NORTH 80°14'34" WEST, A DISTANCE OF 279.26', TO A NAIL FOUND; THENCE, NORTH 26°56'13" WEST, A DISTANCE OF 55.98', TO A NAIL FOUND AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY OF POPLAR ROAD AND THE AFOREMENTIONED EASTERLY RIGHT OF WAY OF INTERSTATE 85; THENCE, ALONG SAID EASTERLY RIGHT OF WAY OF INTERSTATE 85, THE FOLLOWING COURSES: NORTH 00°14'34" WEST, A DISTANCE OF 65.44', TO A NAIL FOUND; THENCE, ALONG A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 390.48', A RADIUS OF 1155.00', A CHORD BEARING OF NORTH 09°55'41" WEST, AND A CHORD DISTANCE OF 388.62', TO A 5/8" REBAR SET; THENCE, SOUTH 70°23'13" WEST, A DISTANCE OF 45.00', TO A NAIL FOUND; THENCE, NORTH 19°36'47" WEST, A DISTANCE OF 617.87', TO A NAIL FOUND; THENCE, ALONG A CURVE TURNING TO THE RIGHT, HAVING AN ARC LENGTH OF 279.30', A RADIUS OF 970.00', A CHORD BEARING OF NORTH 11°21'51" WEST, AND A CHORD DISTANCE OF 278.34', BACK TO THE POINT OF BEGINNING.

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

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

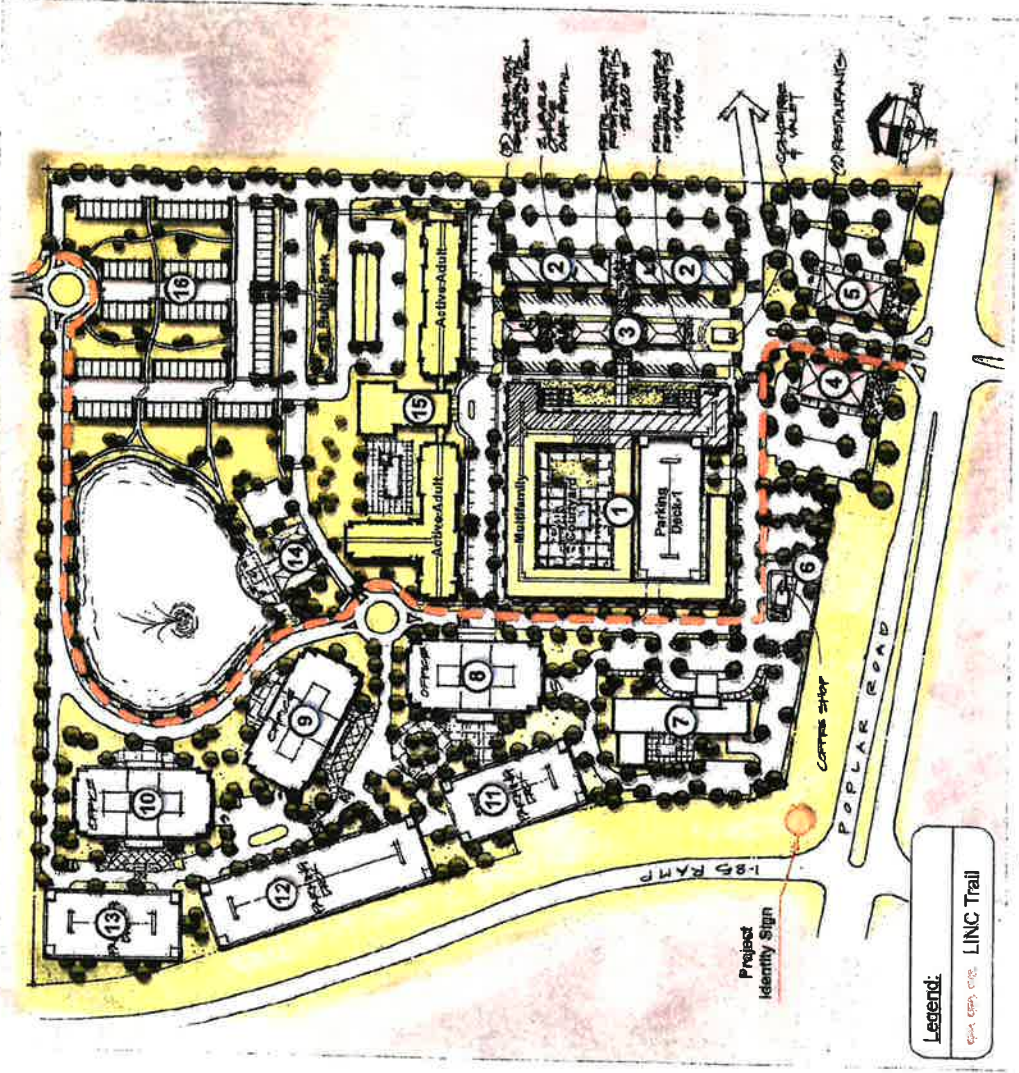
BEARINGS STATED HEREIN ARE BASED ON THE GEORGIA WEST ZONE (NAD83/2011) STATE PLANE COORDINATE SYSTEM.





# Overall Masterplan

EXHIBIT C  
PAGE 1 OF 1



## PROJECT DATA

- ① **Multifamily: 4.4 acres 360 units**  
Greystar Retail/Leasing & Amenities: 13,400 SF  
Deck-1  
6 level deck, 685 spaces  
490 Residential  
132 Retail under Podium
- ② **Retail, Shops & Restaurants: 16,000 SF**  
(Retail under Podium, multifamily)
- ③ **Office over Retail: 22,800 SF**  
4 spaces/1000 SF = 92 spaces req.  
**Retail: 22,800 SF**  
4 spaces/1000 SF = 92 spaces req.  
Total Parking Required: 184 spaces  
Surface Parking Provided: 203 spaces  
**Total Retail in #1 & #2: 52,200 SF**
- ④ **Jewel Box Restaurants: 3 @ 3,000 SF each**  
7 spaces/1000 SF = 63 spaces req.  
(63 spaces in Deck-1)
- ⑤ **Restaurants**  
Outparcel 1: 1.1 acres  
6,000 SF, 61 surface parking spaces  
Outparcel 2: 1.32 acres  
6,000 SF, 80 surface parking spaces
- ⑥ **Coffee Shop: 0.72 acres**  
2,000 SF, 39 surface parking spaces
- ⑦ **Hotel**  
140 keys  
140 spaces in parking deck
- ⑧ **Office/Institutional**  
**Office Building A: 100,000 SF**  
30,000 SF floor plates 3/4 floors  
4 spaces/1000 SF = 400 spaces
- ⑨ **Office Building B: 275,000 SF**  
30,000 SF floor plates 7/8 floors  
4 spaces/1000 SF = 1,100 spaces
- ⑩ **Office Building C: 275,000 SF**  
30,000 SF floor plates 7/8 floors  
4 spaces/1000 SF = 1,100 spaces
- ⑪ **Parking Deck-A**  
5 level 440 space deck
- ⑫ **Parking Deck-B**  
9 level 1,224 space deck
- ⑬ **Parking Deck-C**  
9 level 976 space deck
- ⑭ **Amenity: 0.66 acres**  
Clubhouse: 7,000 SF  
20 parking spaces in surface lot
- ⑮ **Senior Living: 8.4 acres**  
Active Adult  
Multifamily Units: 155 units  
1.5 spaces/unit  
205 surface parking spaces  
28 private garages
- ⑯ **Townhomes: 101 units**  
Garages under each unit.

Legend:  
 LINC Trail  
 Project Identity Sign





EXHIBIT	D
PAGE	1 OF 6

**NOTICE OF DECISION**

**To:** Doug Hooker, ARC  
**(via electronic mail)** Bob Voyles, GRTA  
 Dick Anderson, GRTA  
 Kathryn Zickert, GRTA  
 Sharon Mason, GRTA  
 Sonny Deriso, GRTA

**To:** City of Newnan  
**(via electronic mail and certified mail)** Barry Companies

**From:** Christopher Tomlinson, GRTA Executive Director

**Copy:** Jon West, DCA  
**(via electronic mail)** Andrew Spiliotis, GRTA/ATL  
 Cain Williamson, GRTA/ATL  
 Jeannie Brantley, Three Rivers Regional Commission  
 Tracy Dunnavant, City of Newnan  
 Michael Klahr, City of Newnan  
 Bob Palmer, Coweta County  
 Angela White, Coweta County  
 Tod Handley, Coweta County  
 Paul Poole, Coweta County

Daniel Trevorrow, GDOT District 3  
 Stanford Taylor, GDOT District 3  
 Tyler Peek, GDOT District 3  
 Donald Wilkerson, GDOT District 3  
 Jinwoo Seo, KHA  
 John Walker, KHA  
 Olivia Zuvanich, KHA  
 Lauren Garren, KHA  
 Melissa Griffis, Newnan Law  
 John Schupp, Avison Young  
 Hal Barry, Barry Companies

**Date:** August 11, 2021

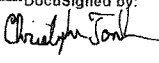
**Notice of Decision for  
Request for Non-Expedited Review of  
DRI 3293 Poplar Place Mixed Use**

The purpose of this notice is to inform Barry Companies (the Applicant) and City of Newnan (the Local Government), the Georgia Regional Transportation Authority (GRTA) Land Development Committee, the Georgia Department of Community Affairs (DCA), the Georgia Department of Transportation (GDOT), and the Three Rivers Regional Commission (TRRC) of GRTA's decision regarding Development of Regional Impact (DRI) 3293 Poplar Place Mixed Use (the DRI Plan of Development). GRTA has completed a non-expedited Review for the DRI Plan of Development pursuant to Section 4.2.3 of the *GRTA DRI Review Procedures* and has determined that the DRI Plan of Development meets the GRTA review criteria set forth in Section 4.3. The DRI Plan of Development as proposed is **approved subject to conditions**, as provided in Attachment A and subject to the limitations placed on allowable modifications to the DRI Plan of Development, as described in Attachment B.

Subject to the conditions set forth in Attachment A and Attachment B, GRTA will approve the expenditure of state and/or federal funds for providing the Land Transportation Services and Access improvements listed in Section 2 of Attachment C. The need for said approval shall terminate and be of no further force and effect after ten (10) years from the date of this Notice of Decision, unless substantial construction of the proposed DRI has been commenced during this ten (year) period.

The notice of decision is based on July 7. The review package includes: the site development plan (Site Plan) dated July 7, 2021 titled "Poplar Place Mixed-Use DRI #3293" prepared by Kimley-Horn & Associates, the Transportation Study dated July 2021 prepared by Kimley-Horn & Associates received by GRTA on July 7, 2021, and the DCA Initial and Additional forms filed on March 31, 2021.

Pursuant to Section 5 of the *GRTA DRI Review Procedures* the Applicant, the GRTA Land Development Committee and the local government have a right to appeal this decision within five (5) Business Days of the date on this letter by filing a Notice of Appeal with the GRTA Land Development Committee. A Notice of Appeal must specify the grounds for the appeal and present any argument or analysis in support of the appeal. For further information regarding the right to appeal, consult Section 5 of the *GRTA DRI Review Procedures*. If GRTA staff receives an appeal, you will receive another notice from GRTA and the Land Development Committee will schedule the appeal hearing according to the timeline established in Section 5.1.2 of the *GRTA DRI Review Procedures*.

DocuSigned by:  


5409E9A65D48478...  
Christopher Tomlinson  
Executive Director  
Georgia Regional Transportation Authority



EXHIBIT D  
PAGE 3 OF 6

## Attachment A – General Conditions

### General Conditions of Approval to GRTA Notice of Decision:

#### Bicycle, Pedestrian & Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Provide sidewalks along the DRI frontage of Poplar Road

### Roadway & Site Access Improvement Conditions to GRTA Notice of Decision:

#### Newnan Crossing Boulevard at Stillwood Drive / Site Driveway A

- Provide an ingress and egress lane at the intersection with Stillwood Drive to create a four-legged intersection.

#### Mercantile Drive at Site Driveway B

- Connect DRI Driveway B into Mercantile Drive to ensure direct access to Newnan Crossing Boulevard

#### Poplar Road at Piedmont Hospital Entrance / Site Driveway C

- Align Driveway C to form the fourth leg of the existing Poplar Road / Piedmont Hospital Entrance signalized intersection
- Coordinate with GDOT, City of Newnan and Coweta County to identify and install, per their approval: 1) the appropriate ingress and egress configuration at Driveway C; and 2) a right turn deceleration lane on Poplar Road at Driveway C.
- Install crosswalks on all legs of the intersection, per GDOT, City of Newnan and Coweta County approval
- Coordinate with GDOT, City of Newnan and Coweta County to determine the needed storage length for the existing eastbound left turn lane on Poplar Road at Driveway C. Install the additional storage as specified by GDOT, City of Newnan and Coweta County. Restripe the movement from a U-turn to a turn lane.

#### Poplar Road at Site Driveway D

- Continue to coordinate with GDOT, City of Newnan and Coweta County to explore the feasibility of a driveway located between the I-85 ramp and the Piedmont Hospital Entrance / Driveway C. If a right-in, right-out driveway is approved, install a right turn deceleration lane, per GDOT and Coweta County approval.

## Attachment B – Required Elements of the DRI Plan of Development

### Conditions Related to Altering Site Plan after GRTA Notice of Decision:

The on-site development will be constructed materially (substantially) in accordance with the Site Plan. Changes to the Site Plan will not be considered material or substantial so long as the following conditions are included as part of any changes:

- All “Proposed Conditions of Approval to GRTA Notice of Decision” set forth in Attachment A are provided.



## Attachment C – Required Improvements to Serve the DRI

As defined by the *GRTA DRI Review Procedures*, a "Required Improvement means a land transportation service or access improvement which is necessary in order to provide a safe and efficient level of service to residents, employees and visitors of a proposed DRI."

The Required Improvements in the study network were identified in the Review Package as necessary to bring the level of service up to an applicable standard before the build-out of the proposed project. These requirements are identified in Sections 1 and 2 of this Attachment. Section 1 contains improvements that do not require GRTA approval at this time because they are to be constructed prior to the completion of the DRI Plan of Development. However, GRTA approval shall be required in the event state and/or federal funds are proposed at a later date to be used for any portion of the improvements described in Section 1. Section 2 contains improvements that require GRTA approval prior to the expenditure of state and/or federal funding. Subject to the conditions set forth in Attachment A and Attachment B, GRTA approves the expenditure of state/and or federal funding for the improvements contained in Section 2.

### Section 1:

#### General Conditions of Approval to GRTA Notice of Decision:

##### Bicycle, Pedestrian & Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Provide sidewalks along the DRI frontage of Poplar Road

#### Roadway & Site Access Improvement Conditions to GRTA Notice of Decision:

##### Newnan Crossing Boulevard at Stillwood Drive / Site Driveway A

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- Connect DRI Driveway B into Mercantile Drive to ensure direct access to Newnan Crossing Boulevard

##### Poplar Road at Piedmont Hospital Entrance / Site Driveway C

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- Coordinate with GDOT, City of Newnan and Coweta County to identify and install, per their approval: 1) the appropriate ingress and egress configuration at Driveway C; and 2) a right turn deceleration lane on Poplar Road at Driveway C.
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Entrance / Driveway C. If a right-in, right-out driveway is approved, install a right turn deceleration lane, per GDOT and Coweta County approval.

**Section 2:**

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- Continue to advance the City of Newnan roundabout project at the intersection

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- Continue to advance the roadway improvement project on Lower Fayetteville Road

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- Monitor the eastbound left turn lane on Poplar Road at Newnan Crossing Boulevard. Restripe the existing hatched pavement as a second eastbound left turn lane, if and when necessary.

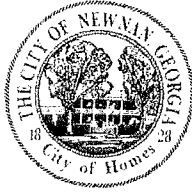
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# The City of Newnan, Georgia

Office of the City Engineer

September 7, 2021

City Engineer Review

ANNEXATION and REZONING REQUEST

Tax Parcels: 087 2005 001, 087 2005 002, 087 2005 003  
Poplar Place Mixed Use, DRI # 3293

Environmental:

1. The development plan shall follow the design standards and guidance per the Georgia Storm Water Management Manual, in compliance with the **Post-Development Stormwater Management Ordinance** for the City of Newnan.  
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4. This site is located within a water supply watershed and thus increased stream buffers apply as follows: perennial streams shall carry an undisturbed stream buffer on 100 feet with an additional impervious surface setback of 50 feet; intermittent streams shall carry an undisturbed stream buffer of 50 feet with an additional 25 foot impervious surface setback. Buffers shall be measured from the point of wrested vegetation and shall be delineated in the field.
5. This site is located within the Stillwood Creek watershed drainage basin and stormwater management shall comply with the conditions set forth in the **Stillwood Creek Watershed Drainage Policy** as Section 10-169 of the **Post-Development Stormwater Management Ordinance** for the City of Newnan.

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5. Any segments of the Newnan LINC proposed as a part of the development for public dedication, are subject to review and approval by the City agencies overseeing the LINC activities.

Respectfully,

*Michael Klahr*

William M. Klahr, P.E., CFM  
Director of Engineering



**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).