



# Newnan City Council Meeting

DECEMBER 13, 2022

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 22, 2022

## REPORTS OF BOARDS AND COMMISSIONS

- B. 1 Appointment - Cultural Arts Commission, 3 year term
- C. 1 Appointment - Parks Commission, 3 year term
- D. 2 Appointments - Tree Commission, 3 year term
- E. 1 Appointment - Newnan Youth Activities, 3 year term

## REPORTS ON OPERATIONS BY CITY MANAGER

## REPORTS AND COMMUNICATIONS FROM MAYOR

## NEW BUSINESS

- F. Public Hearing - Application for Alcohol Beverage License - La Hacienda - Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine - 941 Bullsboro Dr. - Reason: Personnel
- G. Public Hearing - Application for Alcohol Beverage License - Race Trac #2573 - Retail off Premise (Package) Sales of Malt Beverages and Wine - 2901 Newnan Crossing Blvd E - Reason: Personnel
- H. Public Hearing - Application for Alcohol Beverage License - Red Lobster #895 - Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine - 990 Bullsboro Dr. - Reason: Personnel
- I. Public Hearing - Application for Alcohol Beverage License - Hooters of Newnan - Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine - 1001 Bullsboro Dr. - Reason: Personnel
- J. Public Hearing - Application for Alcohol Beverage License - La Parrilla Mexican Restaurant - Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine - 222 Newnan Bypass - Reason: Personnel
- K. Public Hearing - Application for Alcohol Beverage License - Mama Lucia's Restaurant - Retail on Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine - 80 Newnan Station Dr. Stes I-K - Reason: Location Change
- L. Consideration of Resolution for 2023 City Council Meeting Schedule
- M. Consideration of Amendment to MEAG Solar Agreement
- N. Consideration to Purchase a Heavy-Duty Rescue Unit and a Sutphen Heavy Duty Custom Pumper Truck Using the HGAC (Houston- Galveston Area Council) Co-Op Method

- O. Consideration of the Guaranteed Maximum Price (GMP) Contract Amendment for the redevelopment of the Fire Training Facility; and the approval of an associated budget
- P. Consideration of Contract Award for LINC I-85 Pedestrian Bridge Slope Repair
- Q. Facilities Lease Agreement between the City of Newnan and the African American Alliance, Inc.
- R. Consideration for Negotiations of Contract Scope and Pricing for Wadsworth Auditorium Parking Lot Improvements.
- S. Consideration of Roadway Improvement Program 2023-2025
- T. Consideration of Fee Schedule and Ordinance Amendment to Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan, Georgia
- U. Consideration of Policy Change for Allowing food/beverage at the Wadsworth Auditorium
- V. Rezoning Request for RZ2022-14 by George Rosenzweig on behalf of Pope and Land Enterprises, Inc.; 42.20± acres located on Poplar Road (Tax Parcel #s 087 2005 001, 087 2005 002, and 087 2005 003); Change in conditions for the MXD (Mixed Use Development) development and amendment to the master plan to accommodate 350 multi-family units, 155 active adult senior units, 101 townhomes, 300,000 square feet of office space, a 175-key hotel, and 31,500 square feet of retail/restaurant space – For Information Only

**UNFINISHED BUSINESS**

- W. 21 Berry Ave - Staff update on repairs to dilapidated structure.

**VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS**

- X. Request for street closures for Rock & Road Festival on April 15, 2023

**MOTION TO ENTER INTO EXECUTIVE SESSION**

- Y. 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 22, 2022 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: Ray DuBose, Rhodes Shell, George Alexander, Cynthia Jenkins, Dustin Koritko and Paul Guillaume. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Megan Shea and City Attorney, Brad Sears.

**MINUTES – REGULAR COUNCIL MEETING – NOVEMBER 8, 2022**

Motion by Mayor Pro Tem DuBose, seconded by Councilman Koritko to dispense with the reading of the minutes of the Regular Council meeting on November 8, 2022 and adopt them as presented.

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

**NEWNAN YOUTH COUNCIL ATTENDEES**

Councilwoman Jenkins introduced the members of the Newnan Youth Council who were in attendance; Belinda Ramirez Ocampo, Alex Allen, Rico Lane, Mary Lois Griffis and Emma Caylor.

**BOY SCOUT ATTENDEE**

Mayor Brady introduced Weber Behm, a member of Troop 47 with Central Baptist Church. He was attending as a requirement for his communication badge. Chief Blankenship presented him with a Newnan Police Department Challenge Coin and baseball.

**APPOINTMENT – CULTURAL ARTS COMMISSION, 3 YEAR TERM**

Mayor Brady asked the City Manager to place Councilman Guillaume’s appointment on the next agenda.

**APPOINTMENTS – FARMER STREET CEMETERY COMMISSION, 3 YEAR TERMS**

Motion by Mayor Brady, seconded by Councilman Alexander to appoint Veda Brooks to the Farmer Street Cemetery Commission.

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

Motion by Councilman Guillaume, seconded by Councilman Koritko to appoint John Poulicare to the Farmer Street Cemetery Commission.

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

**APPOINTMENT – PARKS COMMISSION, 3 YEAR TERM**

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

**APPOINTMENTS – TREE COMMISSION, 3 YEAR TERMS**

Mayor Brady asked the City Manager to place Councilman Koritko and Councilman Alexander's appointments on the next agenda.

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

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

**ANNUAL REPORT – PLANNING COMMISSION**

Proctor Smith, Chair of the commission presented the report. He named the members of the commission, all appointed by Council and thanked Council for their careful consideration in appointing members.

Mr. Smith gave an overview of the commission's responsibilities which include making recommendations on rezoning, annexations and text amendments, approving/denying special exceptions and variances and approve certificates of appropriateness in the Downtown and Historic districts. So far in 2022 the majority of what they have had before them are Rezoning (13), Certificates of Appropriateness (7) and Annexations (4). He also gave a look at trends from the last 5 years. Rezoning have doubled what is normally seen. There is a lot going on in the City.

Current trends that the commission is seeing is for the repurposing of cargo containers, requests for townhouses, multi-family projects and mixed-use developments, as well as Certificates of Appropriateness for renovations and new construction in the downtown area.

Potential topics for the future include minimum housing standards for rezoning and annexation requests, addressing parking in the downtown area, establishing minimum percentages for uses within mixed-use developments and finding a balance between single-family and multi-family.

Councilwoman Jenkins asked if the Planning Commission will be generating the annexation plan that was discussed in the Council retreat? City Manager said that staff is gathering data and they will be reporting to Council first. Councilwoman Jenkins then asked if Planning Commission is looking at minimum square footage and how that affects affordability? Mr. Smith said yes, they need to look at that. Affordability issue right now is the perfect storm, with the costs of materials and labor. More people have been pushed out of buying market and into rental market. It can't all be handled with zoning but it is an element.

Councilman Alexander thanked Mr. Smith and complimented him on his tenure with the commission.

**Mayor Brady reminded Council that the agenda was amended.**

**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 MEAG POWER SALE OF EXCESS CAPACITY TO THE CITY OF NEWNAN ON BEHALF OF THE CITY OF MARIETTA**

Motion by Mayor Pro Tem DuBose, seconded by Councilman Koritko to approve as presented.

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

**CONSIDERATION OF MEAG POWER SALE OF EXCESS CAPACITY TO THE CITY OF NEWNAN ON BEHALF OF THE CITY OF SANDERSVILLE**

Motion by Councilman Shell, seconded by Councilman Koritko to approve as presented.

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

**PUBLIC INFORMATION SESSION: CITY OF NEWNAN MUNICIPAL VOTING DISTRICTS**

City Manager explained that this process happens every 10 years after the release of the census data. The council districts have to be looked at to ensure there is compliance with the voting rights act. The main thing looked at is there still one person one vote and is there proportionate population balance in each district. In this situation that was not the case as district 1 had a little growth, district 2 had the majority of the growth and district 3 lost a little population.

The majority/minority district which is district 3 also has to be looked at to maintain that strength. The new proposed boundaries for the districts are very similar. Population was taken from district 2 and given to district 3.

This is the 4<sup>th</sup> public information session, the other 3 were held out in the community. There will be a final public hearing before final adoption of the maps.

**EXTERNAL REQUESTS FOR FUNDS UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)**

Andrew Moody, ARPA Special Projects Manager stated that these may be the last set of requests. The first request was from Able to Serve, under the other public health category. The request was for \$190,000 for a care program for adults with disabilities, specifically to purchase a vehicle for the program.

Councilman Koritko asked if the request was for 2 drivers and a larger bus for 2 years? Mr. Moody stated that is the request and under the ARPA guidelines there is no section against hiring staff. Councilman Koritko also asked what is the plan after the ARPA funding?

Lori Whitney with Able to Serve addressed the question from Councilman Koritko. She said they are currently running and the problem is that so many people don't have transportation to get to her program. This would help the program grow and be more self-sufficient.

Councilwoman Jenkins asked about the location at 55 Savannah that is referenced? Ms. Whitney said they are doing the night program at that location on Tuesdays.

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

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

The second request was from Keith Ross Insurance under the Small Business category established by Council for \$75,000.

Councilman Koritko asked if this was to hire additional staff and what would happen after the ARPA funding? Mr. Moody said yes according to the application it is for additional staff which is allowed under the guidelines. Keith Ross, Owner, stated that he had 3 full time staff members and now he's down to 1 and is looking to grow the business back and employee people in the City.

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

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

The third request was from Hope Global in the Economic Impact Assistance Other category. The request had been amended to the amount of \$136,316.80 and this would be for a mentoring program for disadvantaged youth and the housing component had been removed from the application.

Councilman Koritko asked once the ARPA funds are spent then what happens? Luke Ayers, President of Hope Global stated that they are currently running the program with additional staff and volunteers and this would allow them to bring on part-time interns who have graduated college, as full-time employees. Then the mentorship program can be run with volunteers.

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

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

The fourth request was from the Newnan Times Herald in the Economic Impact Assistance Other category for \$72,901.92. This would allow them to increase access to local news through website improvements and new engagement opportunities.

Councilman Koritko asked for clarification about expanding internet access and how that would increase resident engagement? Will the rates be lowered?

Beth Neely, Co-Publisher of the paper addressed the question. She explained that by upgrading their internet platform to include SMS messaging and Geo Fencing, people who don't have reliable internet access can sign up for free text messages. A lot of homeless citizens don't have internet but they have phones and this could allow them to opt in for text messaging to notify them about housing on cold nights for example.

Councilman Koritko asked what happens after this? Long-term sustainable? Ms. Neely said they have done a lot of research and looked at papers their size to find the best platform that would sustain and gave the most viable options to the most types of subscribers.

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

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

**REQUEST TO DEMOLISH CITY OWNED BUILDING AT 34 WALL STREET**

Mayor Brady stated that this is one of the amended agenda items.

Bill Stephenson, Chief Building Official explained that there was a fire at this location. This is an old substation that has been used off and on for storage. It did have a fire the other night and the request to demolish is to prevent any future fires, so it's not a hazard. The building has deteriorated.

Councilman Alexander asked the City Manager what the plan is for this property? Mr. Phillips said there are no plans. It has not been used lately, there are dirt floors and was not fit for habitation. The lot is not great for trucks to access. Maybe the use of the property can be discussed at a later date by Council.

Motion by Mayor Pro Tem DuBose, seconded by Councilwoman Jenkins to approve the request to demolish the structure at 34 Wall St.

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

**CONSIDERATION OF SECOND EXTENSION FOR DISTILLED SPIRITS PACKAGE STORE LICENSE – 109 BULLSBORO DR.**

Rocky Singh, Applicant, Brian Riede and Shane Hamilton were present to provide an update. Funding is in place with United Bank and a contractor has been secured. Mr. Riede said drawings were turned in and since then a few changes were made and they are waiting on the new engineering drawings. Demo permit was pulled and they are ready to get started. Approved signage has been designed and they want to use the existing lighted sign at the road to get a jump on marketing.

Mayor Brady asked the City Attorney if there is a limit on how long the signs can stay up. Mr. Sears stated as long as the can is still up there is no time limit. Councilman Shell asked for an estimated time frame on opening. Mr. Hamilton said 8-9 months from start to finish.

Andrew Williams, a resident of the Bullsboro Crossing housing development expressed a disagreement with this establishment. He expressed concerns regarding the type of building being put up and he asked if consideration was given by Council to allow this type of establishment near housing with children? Mayor Brady said that during the process of looking at the locations all those elements were taken into consideration. As far as the quality of the building, the property is in a Quality Corridor District and those regulations will be imposed.

Councilman Shell said that Council went through the process and that is a commercial area. The housing was put in after that was established as a commercial area. This building will look better than what is there currently.

Motion by Councilman Guillaume, seconded by Councilman Shell to approve a 9-month extension for 109 Bullsboro Drive.

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



**CONSIDERATION OF AN INTERGOVERNMENTAL AGREEMENT WITH COWETA COUNTY FOR 2023-2032 LOCAL OPTION SALES TAX (LOST) DISTRIBUTION AND 2025 SPLOST DISTRIBUTION**

Motion by Councilman Shell, seconded by Councilman Alexander to agree to the documents and the Intergovernmental Agreement.

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

**PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENTS – ARTICLES 10 AND 11, REVISING PROVISIONS PERTAINING TO LEGAL NOTIFICATION TIMELINE FOR QUASI-JUDICIAL ACTIONS**

Mayor Brady opened the public hearing.

Dean Smith, Senior Planner, stated that this process started 3 months ago, notifying applicants of the increased time frame. This is required by the State. Planning Commission has recommended approval.

No one spoke for or against. Mayor Brady closed the public hearing.

Motion by Mayor Pro Tem DuBose, seconded by Councilman Alexander to accept the recommendation from the Planning Commission.

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

Motion by Mayor Pro Tem DuBose, seconded by Councilwoman Jenkins to adopt the ordinance amendment as presented.

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

**PUBLIC HEARING – REZONING REQUEST RZ2022-11, SPRAYBERRY'S BARBEQUE, INC. 1.22 + ACRES AT 30 AMLAJACK BLVD (TAX PARCEL #097-5044-013); REQUESTED CHANGE IN CONDITIONS ON PREVIOUS ANNEXATION/REZONING ORDINANCE- CONSIDERATION OF ORDINANCE**

Mayor Brady opened the public hearing.

Dean Smith, Senior Planner, explained that this was previously annexed and rezoned in July. The applicant wants to change one of the conditions, the distance the billboard will be from the property line. They are asking for a reduction of 25 ft from the highway and property line. Planning Commission held a public hearing in October and voted 5-0 to approve, there was no opposition.

No one spoke for or against. Mayor Brady closed the public hearing.

Motion by Councilman Guillaume, seconded by Councilman Shell to accept the recommendation from the Planning Commission.

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

Councilman Alexander asked for clarification on the reduction. Mr. Smith stated it is a reduction from 65 ft to 25 ft on the interstate. The applicant, Donald Sprayberry stated this would be the last change requested and that it would be an electronic billboard on one side and one side static.

Councilman Koritko asked if moving the billboard and having to remove vegetation, would that create an eye sore? Mr. Smith stated that the maximum height allowed is 65 ft and the ordinance states there is a responsibility for maintenance and electronic signs have further regulations. If it not maintained the City Code Enforcement can step in.

Motion by Councilman Shell, seconded by Councilman Guillaume to approve the rezoning.

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

**PUBLIC HEARING – REZONING REQUEST RZ2022-12; SOUTHERN DEVELOPMENT, LLC, 3.3+ ACRES AT 420 JEFFERSON ST. (TAX PARCEL #N57D-096); FROM RS-15 (SUBURBAN RESIDENTIAL SINGLE-FAMILY DWELLING DISTRICT MEDIUM DENSITY) TO CGN (GENERAL COMMERCIAL DISTRICT) FOR THE PURPOSE OF ESTABLISHING A FOOD SERVICE CONTAINER BUILDING – CONSIDERATION OF ORDINANCE**

Mayor Brady explained that a letter was submitted from Joshua Harris at Southern Development, asking for an extension until the second meeting in January 2023. The City Attorney was asked whether the public hearing should be opened and continued or just move the entire item? Mr. Sears said he had discussed this with the Planning Director, Tracy Dunnavant and the issue would be resending letters. There is a 120-day limit for Council to act so that would need to be extended as well.

Mayor Brady asked if anyone was present to speak for or against this item? No one was present for this item. The concern was that people would think the public hearing happened and not realize it was being continued.

Mayor Brady opened the public hearing and asked for a motion to continue the public hearing to the January 24, 2023 meeting.

Councilman Guillaume asked for clarification as to why the applicant is asking for an extension. Mr. Smith stated he may be changing his request.

Motion by Councilwoman Jenkins, seconded by Councilman Shell to continue the public hearing until the January 24, 2023 meeting, extend past the 120-day requirement and instruct staff to re-send letters and re-advertise.

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

**PUBLIC HEARING – REZONING REQUEST RZ2022-10 BY DANIEL LICHTY ON BEHALF OF MORANNA CONSTRUCTION, INC.; 0.970 ACRES AT 170 LAGRANGE ST. (TAX PARCEL #N28 004B) FROM RS-15 (SUBURBAN RESIDENTIAL SINGLE-FAMILY DWELLING- MEDIUM DENSITY) TO RU-7 (URBAN RESIDENTIAL SINGLE-FAMILY DISTRICT – HIGH DENSITY) – CONSIDERATION OF ORDINANCE**

Mayor Brady opened the public hearing.

Tracy Dunnivant, Planning Director, explained that this site was a 6-unit apartment that was destroyed in the tornado. As currently zoned they could do two lots with single-family homes with minimum lot sizes of 15,000 sq ft. The request is to subdivide the property into 3 lots with minimum lot sizes of 7,500 sq ft, however the applicant is showing lot sizes ranging from 16,797 sq ft to 12,492. The lots would require a variance for lot width and street frontage.

Ms. Dunnivant gave an overview of the 8 required standards. Staff felt the proposed use would be suitable in view of zoning and nearby properties and that there would be no adverse impact on nearby properties. Architectural renderings show plans to complement the character of the historic neighborhood. The property could be used as currently zoned.

There would not be an excessive or burdensome use of public facilities and it is compatible with the Comprehensive Plan. As it is currently zoned for 2 homes, the request only adds one additional unit. In summary, Staff found the development met 7 of the 8 standards. Planning Commission voted unanimously to approve the rezoning with the following conditions:

- Homes will be consistent with the character shown in the architectural renderings and certificate of appropriateness will be required for each house.
- Four existing crepe myrtles will be incorporated into the overall design.
- Driveway access will continue to be provided to the 174 Lagrange St. property.
- The lot width and frontage for the three lots will be reduced from 75 to 65 feet as depicted on the concept plan.

Applicant:

Shane Hamilton stated that the main goal is to help with the costs of living and keep the look of the area and help to remove an eye sore.

No one spoke in opposition to the rezoning request.

Councilwoman Jenkins asked what the square footages for the houses are going to be? Ms. Dunnavant stated around 1500, which is the minimum per the zoning designation. Mr. Hamilton said they were open to larger than that.

Councilman Alexander asked about the driveway access and who will be responsible for it? Mr. Hamilton said they would need to figure that out and possibly have an HOA.

Mayor Brady closed the public hearing.

Motion by Councilman Shell, seconded by Councilwoman Jenkins to accept the report from the Planning Commission.

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

Motion by Councilman Shell, seconded by Councilman Alexander to amend the zoning as requested.

Councilman Koritko asked if there should be a stipulation in the motion regarding the driveway? City Manager said staff has discussed one driveway is possibly a concern and they may want to do individual driveways. Shared driveways cause issues all the time.

Motion was withdrawn.

Councilwoman Jenkins stated that with the curb cuts and driveways the lots will be smaller. She suggested maybe an easement and each owner has to maintain their portion or an association that pays in for maintenance. Mr. Hamilton verified that there would be an HOA established with maintenance for the common driveway. He also verified that the square footage on the plans is 2,500.

Councilman Koritko asked if the driveway would be setback from the property line? Mr. Hamilton stated it's the same entrance that was there from the apartment complex. Councilman Koritko also asked to clarify who is doing the building, Lichy or Moranna. Mr. Hamilton stated Moranna, which is a Lichy company.

Motion by Councilman Shell, seconded by Councilman Alexander to approve the rezoning with the stipulation that the HOA will maintain the driveway.

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

**25 PINSON ST. – OWNER UPDATE AND REQUEST EXTENSION**

Matt Murray, Code Enforcement Officer, stated that this property was a storm damaged property and was given 90-days back in August. The owner is requesting another 90-day extension to complete. About 90% exterior is completed but interior still needs to be done. Motion by Councilwoman Jenkins, seconded by Councilman Alexander to approve a 90-day extension.

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

**PUBLIC HEARING – 33 RAY ST. – RESOLUTION TO REPAIR OR DEMOLISH**

Mayor Brady opened the public hearing.

Matt Murray, Code Enforcement Officer, stated that this property has been on the radar for a while. The property was sold last September and work was started but with no permits so a stop work order was issued. Jordan Davies is the current owner and said he was hiring a new contractor. The last communication was that the bank was not working with him and the property was going back to the bank. The property is an eye sore and a hazard to public safety and health in the neighborhood. The request is for a 45-day resolution to repair or demolish. Council discussed 30 days or 45 days and if staff could check that it is secured.

No one spoke and Mayor Brady closed the public hearing.

Motion by Councilman Alexander, seconded by Councilman Guillaume to adopt the resolution for 30 days to repair or demolish 33 Ray St.

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

**PUBLIC HEARING – 4 WESTGATE PARK DR. – RESOLUTION TO REPAIR OR DEMOLISH**

Mayor Brady opened a public hearing.

Matt Murray explained that this property suffered fire damage on August 1<sup>st</sup>. The property seems to be a total loss and repairs would cost more than 50% of the assessed value. The owner, Willie Joe Smith was contacted but he did not respond. A contractor working for Mr. Smith contacted the Building department last week for a demo permit.

Mr. Smith was present and said he does want to rebuild. His contractor was also present.

No one spoke and Mayor Brady closed the public hearing.

Councilman Koritko asked for a timeline to rebuild? The contractor stated 2-3 months.

Motion by Councilman Shell, seconded by Councilman Guillaume to adopt the resolution for 30 days to repair or demolish 4 Westgate Park Drive.

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

**REQUEST FROM NEW SOUTH CONSTRUCTION AND COWETA COUNTY FOR**  
**TEMPORARY NOISE ORDER VARIANCE FOR POURING CONCRETE ON**  
**DECEMBER 6, 2022**

Mayor Brady stated this was the second amended agenda item. This is a continuous pour situation as was done before with Newnan High School.

Councilman Alexander asked about putting out signs, letting residents know. City Manager stated that yes, the contractor and Coweta County would be asked to do that. Councilwoman Jenkins also asked about using different noises as night, which she had asked of the pouring at the high school as well.

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

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

**ADJOURNMENT**

Motion by Councilman Shell, seconded by Councilman Guillaume to adjourn the Council meeting at 7:59pm.

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

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

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

# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **La Hacienda**

Licensee: **From: Guillermo Pomares, Owner/Licensee**  
**To: Jose Dominguez, Owner/Licensee**  
**Adriana B. Dominguez, Owner**

License Representative: **N/A**

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

Location: **941 Bullsboro Drive**

## 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 \_\_\_\_\_

(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 \_\_\_\_\_

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Application - Beverage License

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(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))

N/A

Respectfully submitted,

Megan Shea  
City Clerk



# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **Race Trac #2573**

Licensee: **From: Nicole S. Heller**  
**To: Christine Michelle Gruber**

License Representative: **Christine Michelle Gruber**

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

Location: **2901 Newnan Crossing Blvd E**

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

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

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

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

(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))

N/A

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **Red Lobster #895**

Licensee: **Norma Rivera**

License Representative: **From: Janie McBride- Russ  
To: Joseph Bertram**

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

Location: **990 Bullsboro Drive**

## TO THE CITY COUNCIL: REASON – PERSONNEL

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

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

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

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

---

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

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

---

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

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

---

(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))

N/A

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **HOA Restaurant Holder dba Hooters of Newnan**

Licensee: **From: Benjamin Benson**  
**To: Keith Kemmerer**

License Representative: **N/A**

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

Location: 1001 Bullsboro Dr.

## **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 \_\_\_\_\_

(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 \_\_\_\_\_

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Application - Beverage License

Page 2

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

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

---

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

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

---

(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))

N/A

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **La Parrilla Mexican Restaurant**

Licensee: **Marin H. Velasquez**

License Representative: **From: Leonel Guerrero Ontiveros  
To: Chester Aloysious Brennan**

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

Location: **222 Newnan Bypass**

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

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

---

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

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

---

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

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

---

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

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

---

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

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

---

(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))

N/A

Respectfully submitted,

Megan Shea  
City Clerk



# APPLICATION FOR ALCOHOL BEVERAGE LICENSE LOCATION CHANGE

Name: **Mama Lucia's Restaurant**

Licensee: **Leonard Guillaume**

License Representative: **N/A**

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

Location: **From: 236 Newnan Crossing Bypass  
To: 80 Newnan Station Dr., Stes I-K**

## TO THE CITY COUNCIL: REASON – LOCATION CHANGE

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

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

---

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

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

---

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

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

---

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

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

---

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

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

---

(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

## Resolution to Change and Cancel Certain Scheduled Council Meetings for the Calendar Year 2023

**WHEREAS,** the regular meeting dates of the Mayor and City Council are the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month, currently held at 2:30 pm and 6:30 pm respectively, and

**WHEREAS,** the Mayor and City Council routinely deem it necessary to reschedule certain regularly scheduled council meetings due to conflicts with state or national meetings, events and or holidays;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council hereby establish the following meeting schedule for calendar year 2023:

DAY	MONTH	DATE	TIME	DAY	MONTH	DATE	TIME
Tuesday	January	10	2:30	Tuesday	July	18	6:30
Tuesday	January	24	6:30	Tuesday	August	8	2:30
Tuesday	February	14	2:30	Tuesday	August	22	6:30
Tuesday	February	28	6:30	Tuesday	September	12	2:30
Tuesday	March	14	2:30	Tuesday	September	26	6:30
Tuesday	March	28	6:30	Tuesday	October	10	2:30
Tuesday	April	11	2:30	Tuesday	October	24	6:30
Tuesday	April	25	6:30	Tuesday	November	7	2:30
Tuesday	May	9	2:30	Tuesday	November	21	6:30
Tuesday	May	23	6:30	Tuesday	December	12	6:00*
Tuesday	June	13	6:30	Tuesday	December	12	6:30

\*Public Hearing – 2023 Budget

Done this the 13<sup>th</sup> day of December, 2022.

ATTEST:

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

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

REVIEWED AS TO FORM:

\_\_\_\_\_  
Raymond F. DuBose, Mayor Pro Tem

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

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

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

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

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

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

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

# MEMO

**TO:** City of Newnan Mayor & Council  
**FROM:** Jeff Phillips, General Manager  
**DATE:** December 5, 2022  
**RE:** Amendment to MEAG Solar Agreement

---

Please find attached an amendment to MEAG's solar agreement that we entered into on August 19, 2021.

This amendment:

1. Increases the price of solar power from \$25.91 per megawatt hour (MWH) to \$29.06
2. Reduces the term from 20 years to 15 years

We plan to have the Newnan Water, Sewerage & Light Commission approve this amendment on December 16, 2022 and ask that you approve it in your regular council meeting on December 13, 2022. MEAG has advised that this amendment must be approved before December 31, 2022 for the project to proceed.

Please feel free to contact me at 678-378-8091 if you have any questions.

Thank you,  
Jeff



**TO: Solar Participants**

**FROM: MEAG Power**

**DATE: November 30, 2022**

**SUBJECT: First Amendment to the Power Purchase Contract (“PPC”) between Municipal Electric Authority of Georgia and the Undersigned Participant**

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This memo will provide the background concerning the need for the attached First Amendment to the PPC. As you may recall, the original PPC executed by each Solar Participant last summer included Exhibit A, a copy of the Solar Power Purchase Agreement (“SPPA”) between MEAG Power and Pineview Solar LLC (the Solar Developer).

As a result of some significant changes that have occurred the last few months impacting the solar industry, MEAG Power agreed to a conditional amendment to the SPPA with Pineview Solar LLC, which increases the price of the power from \$25.91 per MWh to \$29.06 per MWh and reduces the term from 20 years to 15 years. Absent approval of these provisions, the solar developer will abandon the project. The condition to this amendment is obtaining the approval of the Solar Participants to the new contract terms.

Accordingly, the attached First Amendment to the PPC adds Exhibit B which reflects the new pricing and reduced term with respect to the solar energy. Also, reflected in Exhibit B is an option for MEAG Power to buy the solar facility at the end of the term if beneficial to Solar Participants. Your approval of this Amendment will signify your agreement to these new terms.

Please contact either Steve Jackson at 770-563-0314, Michele Jackson at 770-563-0313 or Pete Degnan at 770-661-2893 with any questions.

FIRST AMENDMENT TO THE POWER PURCHASE CONTRACT  
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This First Amendment to the Power Purchase Contract (this “**Amendment**”), made and entered into as of \_\_\_\_\_, 2022, by and between the Municipal Electric Authority of Georgia (the “**Authority**” or “**MEAG Power**”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”), and the City of Newnan (the “**Solar Participant**”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has previously entered into the Power Purchase Contract (“PPC”) made and entered as of August 19, 2021, with the City of Newnan (the “**Solar Participant**”);

WHEREAS, Section 1.1 of the PPC references as Exhibit A that certain Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “**SPPA**”);

WHEREAS, as the result of changes that have occurred impacting the solar industry and subject to the approval of each of the Solar Participants, MEAG Power’s Board has authorized MEAG Power’s President and CEO to execute Amendment No. 1 to the SPPA in substantial form;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

Section 1.1 of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant is hereby amended by adding Exhibit B which reflects the changes to the SPPA agreed to by the Authority and the Company.

2.

All other provisions of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant shall remain in full force and effect and binding upon the parties hereto.

3.

In witness whereof, the Authority has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA

By: \_\_\_\_\_  
Name: James E. Fuller  
Title: President and CEO

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF NEWNAN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NEWNAN UTILITIES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FOR REVIEW



**EXHIBIT B**

**AMENDMENT NO. 1 TO THE SPPA**

FOR REVIEW

**AMENDMENT NO. 1 TO THE  
POWER PURCHASE AGREEMENT BETWEEN  
PINEVIEW SOLAR LLC  
AND  
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

THIS AMENDMENT NO. 1, dated as of November 14, 2022 (“Amendment”), amends the Power Purchase Agreement by and between PINEVIEW SOLAR LLC (“Seller”) and the MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (“Buyer”) dated as of September 10, 2021 (“PPA”). Seller and Buyer are individually referred to herein as a “Party” and collectively as the “Parties.”

**BACKGROUND RECITALS:**

A. Pursuant to the PPA, Seller is planning to construct, own, and operate a solar photovoltaic electric generation facility on a site located in Wilcox County, Georgia and Seller intends to sell and deliver to Buyer the power, output and services of the Facility to provide Supplemental Power to the Solar Participants, and Buyer intends to purchase the same from Seller in accordance with the terms and conditions of the PPA; and

B. Consistent with Section 21 of the PPA, Seller and Buyer agree to amend the PPA as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein and in the PPA and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

**A. Amendments to PPA.**

The Parties hereby agree to amend the PPA as follows:

**1. Section 1.1 – Definitions.**

(a) Contract Price. The Contract Price of \$25.91 per MWh is replaced with the following: \$29.06 per MWh.

(b) Notice to Proceed Date. The definition of Notice Proceed Date is deleted and replaced with the following:

“Notice to Proceed Date” means the date on which notice is issued by Seller to its contractor under the engineering, procurement and construction agreement or similar contract relating to the construction of the Facility, authorizing and directing the full and unrestricted commencement of construction of the Facility. The Notice to Proceed Date shall occur on or before April 1, 2023.

(c) **Guaranteed Commercial Operation Date.** The definition of Guaranteed Commercial Operation Date is deleted and replaced with the following:

“Guaranteed Commercial Operation Date” means November 1, 2024, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller’s development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller’s failure to perform its obligations under the Generation Interconnection Agreement.

2. **Term.** Section 2.1 is deleted in its entirety and replaced with the following:

2.1 **Term.** This Agreement is entered into as of the date hereof (the “Effective Date”) and, unless earlier terminated as provided herein, shall remain in effect until the end of the fifteenth (15th) Contract Year (the “Term”).

3. **Contract Price.** Section 5.1 is deleted in its entirety and replaced with the following.

5.1 **Contract Price.** Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2. Seller agrees to reduce the Contract Price by \$0.50/MWh for each \$0.01/watt reduction in module pricing Seller obtains below \$0.44/watt, as of the Notice to Proceed Date, on a pro rata basis. Seller further agrees to provide Buyer with an “open book” approach to Seller’s module pricing. So, by way of example, if Seller obtains modules at \$0.43/watt, Seller agrees to reduce the Contract Price to \$28.56/MWh.

4. **Buyer Transmission Services.** Section 6.5 is deleted in its entirety and replaced with the following:

6.5 **Buyer Transmission Services.** Beginning no later than October 1, 2023 and continuing throughout the Term, Buyer shall be responsible for arranging and paying for all transmission service required to effectuate the receipt of Test Energy and Net Output at the Point of Delivery. As between Buyer and Seller, Buyer shall bear all responsibility, liability, costs, fees, penalties and any other expenses associated with any failures, errors or omissions solely due to Buyer’s performance of such obligations, including the failure to timely perform such obligations in

accordance with this Agreement or the requirements of any Electric System Authority. Buyer shall indemnify, hold harmless and reimburse Seller for any liability, costs, fees, penalties and any other expenses assessed against or incurred by Seller that are Buyer's responsibility pursuant to the preceding sentence.

**5. Purchase Option.** A new Section 4.7, Buyer Purchase Option, is added, as follows:

**4.7 Buyer Purchase Option.**

4.7.1 Purchase Option. Provided that Buyer is not in default under this Agreement, Buyer shall have the option to purchase the Facility (the "Purchase Option") for a purchase price equal to the *greater of* (i) the fair market value of the Facility, or (ii) the depreciated net book value of the Facility (the "Purchase Price"), as follows:

(a) Buyer shall deliver written notice to Seller of its interest in exercising the Purchase Option (the "Preliminary Interest Notice") no less than thirty-one (31) months prior to the end of the 15th Contract Year. If Buyer fails to deliver the Preliminary Interest Notice to Seller 31 months prior to the end of the 15<sup>th</sup> Contract Year, the Purchase Option shall terminate.

(b) Within thirty (30) calendar days following delivery of the Preliminary Interest Notice, Seller shall provide Buyer its proposed Purchase Price, along with an explanation of whether the Purchase Price is based on (i) its determination of the fair market value of the Facility, or (ii) the depreciated net book value of the Facility. Buyer shall then have a period of thirty (30) days after receipt of such information (i) to conditionally confirm the Purchase Price, (ii) retract its interest in exercising the Purchase Option, or (iii) if the Purchase Price specified by Seller is based on Seller's determination of fair market value of the Facility, to disagree with Seller's determination of such fair market value, in each case, by written notice to Seller. Seller will reasonably cooperate with Buyer in providing information Seller used in determining the proposed Purchase Price.

(i) If the Buyer conditionally confirms its interest in exercising the Purchase Option ("Conditional Purchase Option Confirmation Notice"), Buyer will take steps to establish a new Supplemental Power project with interested Participants on whose behalf Buyer would exercise the Purchase Option. Buyer will notify Seller if Buyer elects to exercise the Purchase Option (the "Purchase Option Confirmation Notice") no later than fifteen (15) months prior to the end of the 15th Contract Year. If Buyer does not provide a Purchase Option Confirmation Notice no less than fifteen months prior to the end of the 15<sup>th</sup> Contract Year, the Purchase Option shall terminate.

(ii) To the extent the Purchase Price is based on Seller's determination of the fair market value of the Facility, such value is greater than the Facility's depreciated net book value, and Buyer disagrees with Seller's determination of the proposed Purchase Price, Buyer shall so notify Seller of its objection in writing, and the Parties shall determine fair market value of the Facility in accordance with Section 4.7.2 below (the "FMV"). Once FMV has been established pursuant to Section 4.7.2, and Buyer conditionally confirms its interest in exercising the Purchase Option ("Conditional Purchase Option Confirmation Notice"), Buyer will take steps to establish a new Supplemental Power project with interested Participants on whose behalf Buyer would exercise the Purchase Option. Buyer will notify Seller if Buyer elects to exercise the Purchase Option (the "Purchase Option Confirmation Notice") no less than thirty (30) days following the determination of FMV under Section 4.7.2 below.

#### 4.7.2 Determination of Fair Market Value.

(a) If the Purchase Price indicated by Seller in accordance with Section 4.7.1 is based on Seller's determination of the fair market value of the Facility and Buyer disagrees with such stated Purchase Price, then the Parties shall each select and retain, at their own cost and expense, a nationally recognized independent appraiser with experience and expertise in appraising power generation facilities to determine separately the FMV of the Facility. Subject to the appraisers' execution and delivery to Seller of a suitable confidentiality agreement in a form reasonably acceptable to Seller, Seller shall provide each appraiser access to the Facility and its applicable books and records during business hours and upon prior written notice. The appraisers shall act reasonably and in good faith to determine the FMV of the Facility and the Parties shall use their best efforts to cause each appraiser to complete such respective determination no later than ninety (90) calendar days following delivery of the Preliminary Interest Notice. Buyer and Seller may provide to each appraiser a list of factors which they suggest be taken into consideration when the appraisers generate their respective appraisals, consistent with industry standards prevailing at such time for appraising renewable power generation facilities similar to the Facility. Any information provided to an appraiser by Seller or Buyer shall be provided to the other appraiser and the other Party at the same time, it being the intent of the Parties that the appraisers have access to the same information. Buyer and Seller shall deliver the results of their respective appraisal to the other when completed. If so requested by either Buyer or Seller, the appraisals shall be exchanged simultaneously. After each appraisal is completed and exchanged, the Parties and their appraisers shall promptly confer and attempt to agree upon the FMV of the Facility.

(b) If, within fifteen (15) calendar days after completion of each appraisal described above, Buyer and Seller cannot agree on the FMV of the Facility, and the values of the appraisals are within five percent (5%) of each other, the FMV of the Facility shall be the simple average of the two appraisals. If the

values of the two appraisals differ by five percent (5%) or more, the appraisers shall choose a third independent appraiser experienced in appraising renewable power generation assets similar to the Facility. The third appraiser shall have access to the same information as was available to the first two appraisers. Buyer and Seller shall direct the third appraiser to determine the FMV of the Facility within forty-five (45) calendar days following retention of the third appraiser. The costs and expenses of such third appraiser shall be shared equally by Buyer and Seller. Upon completion of the FMV of the Facility by such third appraiser, the FMV of the Facility will be the simple average of the three (3) appraisals completed in accordance with this Section 4.7.2. In each of the determinations of the FMV by the first two appraisers or the determination of the FMV by the third appraiser, as applicable, Buyer shall have a period of thirty (30) days to exercise the Purchase Option or retract its interest in exercising the Purchase Option, and at the end of which period the Purchase Option will terminate.

#### 4.7.3 Closing of Purchase Option; Termination of Agreement; Continuation of Agreement.

(a) Upon reaching agreement on the Purchase Option, (i) the Parties shall promptly execute all definitive agreements necessary to cause title to the Facility to pass to Buyer, free and clear of any unpermitted Liens; and (ii) Buyer shall pay the Purchase Price to Seller in immediately available funds and in accordance with any previous written instructions delivered to Buyer by Seller for payments under this Agreement. Buyer shall also execute such documents reasonably necessary for Buyer to accept, assume and perform all then-existing agreements related to the Facility.

(b) The Facility will be sold as is, where is, with all faults. Seller will assign to Buyer any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the Facility (other than as to title). Seller shall also provide Buyer all Facility operation and maintenance manuals and logs in Seller's possession and provide Buyer basic training on the operation and maintenance of the Facility upon Buyer's reasonable request. Upon purchase of the Facility, Buyer shall assume complete responsibility for the operation and maintenance of the Facility and liability for the performance of (and risk of loss for) the Facility, and, except for any Seller obligations that survive termination as expressly provided in this Agreement, Seller will have no further liabilities or obligations hereunder for the Facility. Each Party shall bear its respective fees, costs and expenses incurred in connection with such Purchase Option transaction.

(c) In the event the Purchase Option transaction closes prior to the end of the Term, this Agreement shall terminate upon the closing of such transaction.

(d) In the event Buyer retracts its intent to exercise the Purchase Option or does not timely confirm the Purchase Option in accordance with Section 4.7.1,

in each case, prior to the end of the Term, the provisions of the Agreement shall continue in full force and effect as if Buyer had not notified Seller of its intent to exercise the Purchase Option.

4.7.4 For the avoidance of doubt, in addition to Buyer's remedies set forth in Section 11.2.1, Buyer shall have the remedy of specific performance to compel Seller's performance of its duties hereunder with respect to the Purchase Option.

**B. Conditions Precedent.**

This Amendment shall have no force or effect unless and until it is approved by each of the Solar Participants.

**C. Other Provisions.**

1. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the PPA.

2. This Amendment has been duly authorized, executed and delivered by each Party.

3. Except as amended hereby, the terms and conditions of the PPA shall remain in full force and effect. Each reference in the PPA to the PPA shall be a reference to the PPA as amended hereby.

4. This Amendment may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.

5. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other because of the preparation or other event of negotiation, drafting or execution hereof.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first written above.

**PINEVIEW SOLAR LLC**



BY: \_\_\_\_\_

NAME: Ilan Caplan

TITLE: Authorized Signatory

**MUNICIPAL ELECTRIC AUTHORITY  
OF GEORGIA**



BY: \_\_\_\_\_

NAME: James E. Fuller

TITLE: President & CEO



## City of Newnan, Georgia - Mayor and Council

Date: December 13, 2022

Agenda Item: Consideration to Purchase a Heavy-Duty Rescue Unit and a Sutphen Heavy Duty Custom Pumper Truck Using the HGAC (Houston- Galveston Area Council) Co-Op Method

Prepared By: Chief Stephen Brown, Fire Department

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**Purpose:** Consideration to Purchase a Heavy-Duty Rescue Unit and a Heavy-Duty Custom Pumper Truck Using the HGAC (Houston- Galveston Area Council) Co-Op Method.

**Background:** Both firefighting vehicles will go to Station 2 due to the commercial growth in the area and to replace an aging unit. The call volume has dramatically increased in this area. These purchases will also will also support the Newnan Fire Departments ISO rating.

In the past City Council has authorized the purchase of four (4) other fire apparatus using the Co-Op method through HGAC. HGAC issues RFPs and vendors respond with their pricing just as they would if we released an RFP; saving the City a tremendous amount of time in the bidding process. The Co-Op then instills the best and current unit pricing within their contracts with each vendor based on the type product the vendor offers. When an entity purchases through a Co-Op program, the vendors are required to use those fixed unit prices resulting in savings.

Southeast Apparatus and Sutphen Corporation are both vendors with HGAC. Southeast Apparatus submitted a proposal for a heavy rescue unit in the amount of \$294,975.00. Stuphen Corporation submitted their proposal for the Heavy-Duty Custom Pumper truck in the amount of \$1,264,864.10 which also includes loose equipment.

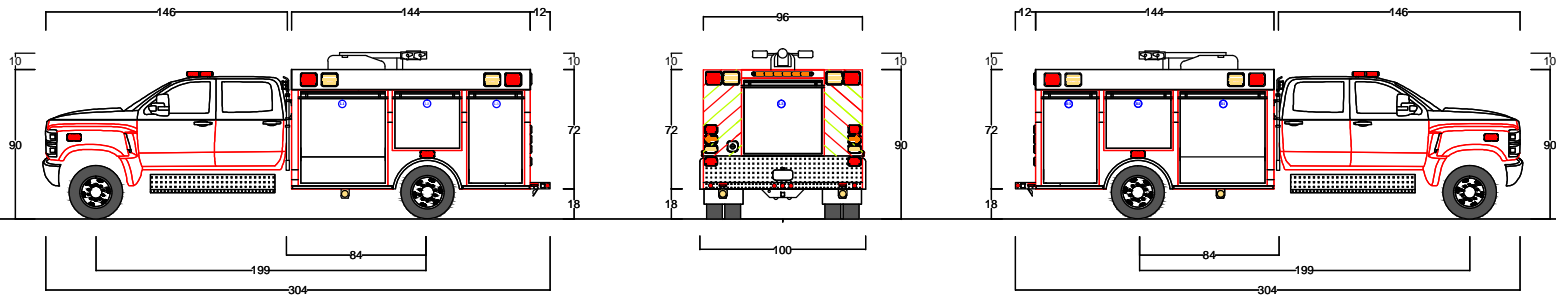
**Funding:** Impact Fees/SPLOST 2019

**Recommendation:** Staff recommends that the Newnan City Council authorize the purchase of both the Heavy-Duty Rescue Unit through Southeast Apparatus, LLC., and the Heavy-Duty Custom Pumper truck through Sutphen Corporation utilizing the Co-Op (HGAC) purchasing method for a total cost of \$1,559,839.10

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



# CITY OF NEWNAN FIRE DEPARTMENT



THIS DRAWING IS AN OVERALL REPRESENTATION OF THE APPARATUS AS DETAILED IN THE PROPOSAL.

THE EXACT LOCATIONS OF ACCESSORIES OR COMPONENTS MAY BE REVISED BY THE CUSTOMER PENDING ENGINEERING APPROVAL FOR PLACEMENT.

IF THERE IS A DISCREPANCY BETWEEN THE DRAWING AND THE WRITTEN PROPOSAL, THE SPECIFICATIONS WITHIN THE PROPOSAL SHALL PREVAIL.

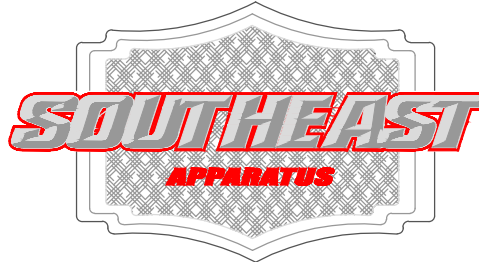
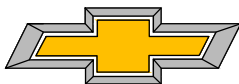
THIS DRAWING ALONG WITH ANY CHANGES MADE AND INITIALED BY BOTH THE DEPARTMENT AND SOUTHEAST APPARATUS REPRESENTS WHAT WILL BE CONSTRUCTED AND SUPPLIED TO THE DEPARTMENT.

ANY CHANGES TO THE CONTRACT SPECIFICATION AND DRAWING AFTER TODAY'S DATE SHALL BE ADDRESSED BY AN APPROPRIATE CHANGE ORDER SIGNED AND APPROVED BY BOTH THE DEPARTMENT AND SOUTHEAST APPARATUS DESIGNATED PERSONNEL.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DEPARTMENT REPRESENTATIVE

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SOUTHEAST APPARATUS

CUSTOM BUILT EMERGENCY VEHICLES



www.SOUTHEASTAPPARATUS.com | 888.996.6277

## SOUTHEAST APPARATUS

2022 CHEVROLET 5500MD CREW CAB CHASSIS  
 DURAMAX 6.6L TURBO DIESEL ENGINE  
 12' EXTREME DUTY SOUTHEAST RESCUE BODY  
 WHELEN LED EMERGENCY LIGHTING PACKAGE

Date: 11/7/22 Drawing Version: 1.4





326 Lynn Camp School Road  
Corbin, Kentucky 40701  
Phone: 606.523.4497  
Fax: 606.528.2824  
[www.southeastapparatus.com](http://www.southeastapparatus.com)

November 28, 2022

## CITY OF NEWNAN FIRE DEPARTMENT

### 2022 Chevrolet 5500 Southeast Extreme Duty 12' Dry Rescue Truck

APPARATUS PRICE ..... \$294,975.00

“CITY OF NEWNAN FIRE DEPARTMENT - DRY RESCUE PROPOSAL”

SALES REPRESENTATIVE: Jerry Harley  
Jerry Harley – Williams Fire Apparatus

**THIS CUSTOM BUILT APPARATUS PROPOSAL HAS BEEN PREPARED SPECIFICALLY FOR  
CITY OF NEWNAN FIRE DEPARTMENT**

Page  
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## **GENERAL INFORMATION**

Southeast apparatus is proud to be an all American owned and operated custom builder of fire and rescue apparatus with main offices located in Corbin, Kentucky. This factory has been engaged in building fire service vehicles for over 20 years and operates from a 30,000 sq/ft facility.

Descriptions and specifications of the following apparatus including the equipment detailed or described herein are intended to outline the design, quality and integrity of this all American custom manufactured apparatus.

The following specifications are intended to cover only this particular newly constructed custom firefighting apparatus and the latest production design of this unit.

All Southeast Fire Apparatus shall be constructed entirely within the Continental United States utilizing every American made material or product available at time of production.

All fabrication and final preparations for this apparatus shall take place at the main production facility located in Corbin, Kentucky, USA.

## **APPARATUS SERVICE CENTER**

The apparatus manufacturer operates a full service maintenance center with EVT certified technicians to include engine and mechanical repair, preventative maintenance, full capacity fabrication shop, full paint and body shop, fire pump maintenance and repair, collision repair, electrical service and repair as well as a full service custom graphics shop.

There are multiple service centers across the United States that are authorized by the factory to perform service repairs. Southeast Apparatus and its authorized service centers operate fully capable mobile service vehicles so repairs can be made on site at your facility at your convenience.

If there is a service center outside of our current network that you prefer to use, Southeast Apparatus will coordinate service work with any qualified repair station to meet your specific needs.



## **FAMA MEMBERSHIP**

Southeast Apparatus is a current 2022 member of the Fire Apparatus Manufacturer's Association.

## **NON-PROPRIETARY PARTS**

The finished apparatus shall be manufactured with parts that are commonly used by the heavy-duty trucking industry in order to assist the department in the future with cost and availability of replacement parts.

## **COOPERATIVE PURCHASING**

The apparatus manufacturer shall honor the specifications and pricing of this proposed build for other agencies that wish to purchase similar apparatus through cooperative purchasing.

Changes of chassis, year model, equipment and/or additional change orders shall be reflected in the new contract.

## **PRIME (SINGLE SOURCE) BODY BUILDER**

The apparatus manufacturer shall be the prime (single source) builder of this severe duty all aluminum fire apparatus quality body.

All engineering, design, fabrication, testing, paint and finish shall take place at the apparatus manufacturer's privately owned top tiered manufacturing facility.

## **NO EXCEPTIONS**

Bodies that are mass produced from lower quality materials such as thin stamped utility style designs, bolted together designs or those that are manufactured by a third party for the apparatus manufacturer shall be considered sub-standard and shall not be acceptable for this project. **NO EXCEPTIONS**

The body shall be designed and manufactured entirely from formed and welded aluminum plate and aluminum extrusions to ensure a high quality design and finish that shall provide years of uninterrupted service. Bodies that incorporate steel as structural support or that utilizes steel in any way shall be considered sub-standard and shall not be acceptable for this project. **NO EXCEPTIONS**



## RE-MOUNTING

The body shall be designed, manufactured and installed on the chassis to allow for complete removal for future re-mounting onto another chassis.

## CAD DRAWINGS

There shall be a full set of CAD drawing provided to the department for approval prior to the start of fabrication.

The drawings shall include a minimum of left, right and rear views of the proposed apparatus cab and body. The drawings shall be shown to scale with all apparatus details and dimensions.

Following the pre-build meeting, there shall be an updated set of CAD drawings submitted to the department for final approval.

## APPARATUS WARRANTY

The finished apparatus shall carry full product warranty as it is provided by the individual component manufacturers. The following minimum warranties shall be included as listed below:

- Overall Apparatus - 1 Year Full Warranty
- Southeast Extreme Duty Body Perforation - 10 Year Warranty
- Southeast Extreme Duty Sub-Structure Perforation - 20 Year Warranty
- Paint and Finish - 7 Year Pro-Rated Warranty
- Roll Door Mechanical Warranty - 3 Year Warranty
- Roll Door Electrical Warranty - 3 Year Warranty
- Chassis - New Factory Warranty
- Whelen Electrical, Lights, Wiring - 5 Year Warranty
- Misc. Components - Individual Manufacturer Warranties Shall Apply



## **CAB AND CHASSIS WARRANTY**

The cab and chassis shall be provided with the following minimum warranty:

- Overall Chassis: Three (3) Year Warranty
- Engine: Five (5) Year Warranty
- Transmission: Five (5) Year Warranty

All chassis related issues during this period shall be covered under the warranty as provided by the chassis/component manufacturer and not by the apparatus builder.

## **DELIVERY TRAINING**

During the delivery process, there shall be a representative on site a minimum of four (4) hours to provide initial instruction in proper operation of all components on the apparatus.

## **PRE-BUILD MEETING**

There shall be a pre-build meeting held between Southeast Apparatus representatives and representatives of the department to finalize details prior to the start of fabrication.

This meeting shall be held in person or through a teleconference at the discretion of the department.

## **PERIODIC APPARATUS INSPECTIONS**

At any time during the build process, representatives of the department are always encouraged to visit the factory at any time during business hours to check-in on the progress of their new custom built apparatus.

A factory representative will always be on site to give updates and let department members see their truck as it is being built.

Appointments are never necessary for these periodic visits, but for safety reasons we do ask that you arrive wearing appropriate clothing in order to enter the fabrication areas.

Eye protection and additional safety equipment will be provided as needed.



## **PROGRESS PICTURES**

The website of the apparatus manufacturer shall be updated with “IN PROGRESS” pictures of all apparatus currently in production.

This allows all department members the opportunity to check-in on their new apparatus regardless of their location or work schedule.

## **FINAL INSPECTION VISIT**

Prior to the delivery process of the new apparatus, representatives from the department will be able to perform a final inspection while the vehicle is still at the factory. This visit shall be at the discretion of the department.

Following the final inspection visit, the vehicle will be available for delivery.

## **PERFORMANCE TESTS AND REQUIREMENTS**

A road test shall be conducted with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating.

The transmission drive shaft or shafts, and rear axle shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. Vehicle shall adhere to the following parameters:

- The apparatus, when fully equipped and loaded, shall have not less than 25 percent or more than 50 percent of the weight on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle.
- The apparatus shall be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.
- The service brakes shall be capable of stopping a fully loaded vehicle in 35 feet at 20 mph on a level concrete highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.
- The apparatus, fully loaded, shall be capable of obtaining a speed of 60 mph on a level concrete highway with the engine not exceeding the governed rpm (full load).





## **MANUALS AND SERVICE INFORMATION**

The apparatus manufacturer shall supply, at time of delivery, a minimum of one (1) full set of operational and maintenance manuals covering the apparatus and components as it is being delivered.

A permanent plate shall be mounted in the driver's compartment which specifies the quantity and type of fluid required on the apparatus including engine oil, engine coolant, transmission, pump transmission lubricant, pump primer oil (if applicable), chassis tire pressures, and drive axle lubricant.

## **GENERAL CONSTRUCTION**

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles, so that all specified equipment and a full complement of personnel will be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of NFPA.

The apparatus shall be designed so that the operator could perform all recommended daily maintenance checks easily without the need for hand tools.

Apparatus components that interfere with repair or removal of other major components must be attached with fasteners (cap, screws, nuts, etc.) so that the components can be removed and installed with normal hand tools. These components must not be welded or otherwise permanently secured into place.

The GAWR and GVWR of the chassis shall be adequate to carry the fully equipped apparatus including unequipped personnel weight and a miscellaneous equipment allowance per NFPA criteria. It shall be the responsibility of the purchaser to provide the contractor with the weight of equipment to be carried if it is in excess of the allowance as set forth by NFPA.

The height of the fully loaded vehicle's center of gravity shall not exceed the chassis manufacturer's maximum limit.

The apparatus shall be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair. Where special tools manufactured or designed by the contractor and are required to provide routine service on any component of the apparatus built or supplied by the contractor, such tools shall be provided with the apparatus.

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## QUALITY

Workmanship and materials provided shall be of a quality unsurpassed for this apparatus.

All components requiring regular maintenance, lubrication and visual inspections shall be readily accessible.

This Southeast fire apparatus shall be designed and manufactured for ease of operation and the highest level of safety available.

All aluminum welding shall follow American welding Society and ANSI D1.2-2003 requirements for structural welding of aluminum.

All sheet metal welding shall follow American Welding Society B2.1-2000 requirements for structural welding of sheet metal. Flux core arc welding to use alloy rods, type 7000, American welding Society standards A5.20-E70T1.

Employees classified as welders are tested and certified to meet the American Welding Society codes upon hire and every three (3) years thereafter.

## FAILURE TO MEET TEST

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, second trials may be made at the option of the bidder within 30 days of the date of the first trial.

Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection.

Failure to comply with changes to conform to any clause of the specifications, within 30 days after notice is given to the bidder of such changes, shall also be cause for rejection of the apparatus.



## INSURANCE REQUIREMENTS

Southeast Apparatus shall defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

### COMMERCIAL GENERAL LIABILITY INSURANCE

During the performance of the contract and for three (3) years following acceptance of the product, Southeast Apparatus shall keep in force at least the following minimum limits of commercial general liability insurance:

- Each Occurrence: \$1,000,000
- Products/Completed Operations Aggregate: \$2,000,000
- Personal and Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000

### COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

During the performance of the contract, Southeast Apparatus shall keep in force at least the following minimum limits of commercial automobile liability insurance:

- Each Accident Combined Single Limit: \$1,000,000

### UMBRELLA/EXCESS LIABILITY INSURANCE

During the performance of the contract and for three (3) years following acceptance of the product, Southeast Apparatus shall keep in force at least the following minimum limits of umbrella liability insurance:

- Aggregate: \$5,000,000
- Each Occurrence: \$5,000,000



## CERTIFICATION OF NFPA 1901 COMPLIANCE

As per NFPA 1901, the purchaser shall assume the responsibility of determining, prior to the purchase of the apparatus, which will be responsible for ensuring that all aspects of NFPA 1901 are met. The manufacturer shall be responsible for providing or performing only the items requested by the purchaser in the documents provided to the manufacturer by the purchaser.

Written certification shall be provided by the manufacturer stating that the delivered apparatus complies with the NFPA standard. If the purchaser has elected to provide, perform, outsource and/or contract with a third party, any item required by NFPA (per the previous paragraph), the manufacturer shall provide, upon delivery, a "Statement of Exceptions". This "Statement of Exceptions" shall include the following:

1. A separate specification of the section of the NFPA Standard for which the apparatus is lacking compliance.
2. A description of the particular aspect of the apparatus that is not compliant.
3. A description of the further changes or modifications to the delivered apparatus which must be completed to achieve full compliance.
4. An identification of the entity that will be responsible for making the necessary post-delivery changes or modifications to the apparatus to achieve full compliance with the applicable standard.

The responsibility shall rest with the purchaser to ensure that the apparatus not be placed into active emergency service until fully compliant with NFPA 1901.



## FLUID CAPACITY LABEL

A permanent placard shall be placed in the driver's compartment specifying the quantity and type of the following fluids used in the apparatus (if applicable) for normal maintenance:

1. Engine Oil.
2. Engine Coolant.
3. Transmission Fluid.
4. Pump Transmission Fluid.
5. Pump Primer Fluid (if applicable).
6. Drive Axle Fluid.
7. Air Conditioning Refrigerant.
8. Air Conditioning Lubrication Oil.
9. Power Steering Fluid.
10. Cab Tilt Mechanism Fluid (if applicable).
11. Transfer Case Fluid.
12. Equipment Rack Fluid (if applicable).
13. Generator System Lubricant (if applicable).
14. Front and Rear Tire Pressures.



## OCCUPANCY LABEL

A permanent plate or label stating the maximum number of personnel allowed to ride on the apparatus at any one time shall be provided and installed in clear view of the driver.

The label shall state **"VEHICLE MAXIMUM SEATING CAPACITY IS FIVE (5)"**

The label shall be visible from each seated position.

## SEATED AND BELTED LABEL

Permanent plate or label shall be provided stating **"OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION"**.

The label shall be visible from each seated position.

## DO NOT RIDE LABEL

A permanent plate or label shall be attached to the appropriate areas of the apparatus stating that riding on the rear step or any exterior position on the apparatus is prohibited.

## DO NOT WEAR HELMET LABEL

Permanent plate or label shall be provided stating **"DO NOT WEAR HELMET WHILE SEATED"**.

The label shall be visible from each seated position.

## VEHICLE HEIGHT - WIDTH LABEL

There shall be a travel clearance warning label located in the chassis cab in easy view of the driver.

The travel clearance warning label to include the following information:

1. Overall travel clearance height in feet and inches.
2. Overall travel clearance width in feet and inches.



## 2022 CHEVROLET 5500 CAB AND CHASSIS

6.6L Duramax V8 Turbo Diesel Engine  
Turbo Exhaust Auxiliary Engine Brake  
6-Speed Allison 1700EVS Automatic Transmission  
PTO Prep  
4-Door Crew Cab  
4-Wheel Drive Transfer Case  
Front Bucket Seats  
5- Passenger Seating  
7,500-lb GAWR Front Axle  
13,500-lb GAWR Rear Axle  
19,500 GVWR  
199" Wheelbase  
84" Cab to Axle Spacing  
Dual Rear Wheels  
Anti-Lock Braking System (ABS)  
AM/FM Stereo  
A/C – Heat – Defrost  
HD Vinyl Seats  
HD Vinyl Floor Covering  
All Season HD 19.5" Traction Tires  
Chrome Grill  
Chrome Bumper  
Power Equipment Group - Windows, Locks, Mirrors  
12 Volt Electrical System  
Dual Alternator System - 370 Amps  
40 Gallon Aft Fuel Tank  
Polished Aluminum Wheels  
Primary Cab Color: Red Hot  
Emergency Service Prep

## TWO-TONE CAB PAINT

The top of the cab including the hood shall be finish painted gloss black.

The break point shall follow the cab body line just below the glass.



## BACK-UP ALARM

One (1) back-up alarm shall be provided and installed on the apparatus.

The minimum 97db backup alarm shall automatically activate when the apparatus transmission is placed into reverse.

The backup alarm shall exceed all NFPA1901 and SAE J994 Type D requirements and testing.

## CAB RUNNING BOARDS - DT ALUMINUM

There shall be a pair of polished diamond tread aluminum cab running boards provided and installed on the finished apparatus.

The running boards shall be sized appropriately to fit this exact chassis and shall fill in the entire area under the cab door(s).

## VEHICLE TOP SPEED - N/A

The GVWR of this vehicle shall not exceed 33,000-lb and speed limiting per NFPA recommendations shall not apply.

The top speed of the vehicle shall be the factory default as set by the manufacturer of the chassis.

## DIESEL FUEL ONLY LABEL

There shall be a label affixed near the fuel fill well that states: **DIESEL ONLY**

This feature shall be integrated into the fill cap when available.





## **DEF ONLY LABEL**

There shall be a label affixed near the fuel fill well that states: **DEF ONLY**

This feature shall be integrated into the fill cap when available.

## **TIRE PRESSURE MONITORS**

There shall be a tire alert pressure management system provided that shall monitor each tire's pressure individually.

A negative change in tire pressure shall be evident of a visible color change on the head of the sensor.

The color change shall be evident when performing the daily truck check.

## **EXHAUST HEAT SHIELD**

A heat shield shall be installed under the body in the areas where the exhaust system is routed as needed.

## **PORTABLE WINCH MOUNTS**

There shall be winch capable receiver(s) provided in the following location(s):

- Front Bumper
- Rear Bumper
- Left Side of Rear Bumper
- Right Side of Rear Bumper

There shall be heavy duty electrical connections provided at each winch receiver to power the winch from the chassis 12 volt electrical system.



## GENERAL BODY DETAILS

The entire assembled body shall have an overall length of 13 feet and 0 inches from the front of the body to the rear of the 12" step bumper.

The entire assembled body shall have an overall width of no more than 8 feet and 6 inches.

The entire assembled body shall have an overall height of no more than 8 feet and 6 inches from the ground to the top of the finished body.

All compartments shall be constructed in a sweep out design to be water and dust proof.

Body shall be manufactured for maximum possible storage capacity.

Body and sub-structure shall be a fully formed and welded **ALL** aluminum design for increased strength.

There shall be no steel used in the body structure or sub-frame. **NO EXCEPTIONS**

## PAINTED BODY FINISH

The complete outer surface of the body shall be constructed of 3/16", 5052 alloy, smooth aluminum plate which shall provide superior quality and strength that will allow for the proper amount of flexion without the possibility of forming cracks.

The outer surface shall receive a high gloss coating of base/clear paint to match the color of the cab and chassis.

The inner surfaces (including compartments) of the body shall be constructed of 3/16", 5052 alloy, smooth aluminum plate which shall provide superior quality and strength that will allow for the proper amount of flexion without the possibility of forming cracks.

The inner compartment surfaces shall have a Zolatone spatter coating.



## TWO-TONE BODY PAINT

The top of the body shall be finish painted gloss black to match the cab.

The break point shall follow a line at the top of the roll-up doors.

## 12' EXTREME DUTY BODY CONSTRUCTION - 72" BODY HEIGHT

The apparatus body shall be constructed of 3" x 3" x .25" 6061 extruded aluminum tubing, 3/16" 5052 aluminum plate as well as .187" and .125" polished diamond tread aluminum.

The sheet metal (3/16"aluminum) shall be formed and welded to produce smooth symmetrically rounded corners and edges.

The polished diamond tread aluminum plate shall have an embossed, non-slip surface on all walking and standing surfaces.

The body shall be designed and manufactured with tubing and channel reinforcement as necessary for rigidity. Angle shall not be used in any area for structural integrity.

All body parts and attachments shall be fastened with rust resistant fasteners to preclude loosening of bolts and screws and/or the cracking of welded joints.

The body shall be reinforced as necessary where hose reels, hose troughs or ladder brackets are attached.

The body shall be an all welded structure with some components bolted in place. All components shall be constructed to allow the removal of any non-body component for service and/or repair.

The body and components thereof shall be bolted to the frame of the chassis with coated grade 8 automotive u-bolts.

All welds shall be cleaned of any weld residue prior to coating or when presenting a natural finish in order to present a clean appearance on all surfaces.



The front and top of the body shall be covered polished diamond tread aluminum plate to prevent these areas from becoming damaged by road debris.

All seams shall be sealed with silicon based body sealer to prevent seepage of moisture into the covered area.

## **EXTREME DUTY SUB-FRAME**

The all aluminum integrated body and sub-frame shall assure strength, durability and longevity to provide years of uninterrupted service.

The support system shall consist of individual assemblies fastened together utilizing a jig system for precision welding to insure sturdiness with proper dimensions and minimal distortion.

The Sub-Frame shall be constructed of 3"x3" x.25" 6061, crush resistant, extruded square aluminum tubing running parallel to the chassis frame rails and underneath the full length of the rear.

The 6061 grade of aluminum tubing allows for the minimal and proper level of flexion during operation to prevent the formation of cracks.

This Sub-Frame design is the heaviest built in the industry and shall be welded on maximum spacing distance of 15" center to center.

## **BODY MOUNTING**

The Sub-Frame shall be bolted to the chassis frame rails with grade 8, 5/8" U-Bolts incorporating shear plates and rubber (anti-vibration) isolation pads as necessary.

The entire assembly shall be constructed and mounted in such a manner to allow for complete removal without the need for any major modifications.

## **BODY ROOF CONSTRUCTION**

The outer portions of the apparatus body roof shall be an integral portion of the main apparatus body.



## **NFPA COMPLIANT STEPPING SURFACES**

All exterior surfaces designated as stepping, standing, and walking areas shall comply with the required average slip resistance of the current NFPA standards.

These areas shall incorporate grip-strut or embossed diamond plate aluminum.

## **FENDERETTES**

An all aluminum polished fenderette shall be installed around both rear wheel openings.

The fenderettes shall have a neoprene welt installed between the trim and the body and shall be bolted in place for easy removal and replacement.

## **WHEEL WELL LINER**

The rear wheel well shall be lined with a sheet of aluminum to prevent damage to the body from road debris.

The liner shall be riveted or bolted in place for easy removal in the event they become damaged.

## **REAR STEP BUMPER - 12"**

The tailboard shall be constructed of 1/8" polished embossed aluminum diamond plate.

The tailboard shall be a minimum of 12" deep and run the full width of the body.

The exterior sides shall be flanged down for increased rigidity of tailboard structure.

The height from the ground to the top of the step bumper shall not exceed 24" when fully loaded.



## **AGGRESSIVE WALKING SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas shall comply with the required average slip resistance of the current NFPA standards.

These areas shall incorporate grip-strut or embossed diamond plate aluminum.

## **MUD FLAPS**

Heavy-duty rubber mud flaps shall be provided behind the rear wheels.

The mud flaps shall be a heavy duty black rubber type for dual wheel trucks.

The mud flaps shall be bolted in place.

## **RUB RAIL**

An aluminum "C" channel rub rail shall be bolted at the bottom of the body, using nylon washers between the metal surfaces, along each side of the body.

The rail shall be approximately 2" tall and extend approximately 1".

The rail shall extend the entire length of the body except between the wheel openings.

The rail shall be taper cut on each end for appearance.

The rail shall have a satin finish for a durable finish that resists wear marks.

## **RUB RAIL REFLECTIVE PANELS**

There shall be a white reflective stripe applied to the interior flat surface of the apparatus rub rail.

The reflective stripe shall meet all FMVSS and NFPA recommendations.



## **NFPA HANDRAILS**

There shall be NFPA compliant handrails provided in all areas that require climbing on the apparatus.

In the event there is telescoping scene light, ladder or folding step installed in the same location(s), these items may be substituted in an effort to conserve mounting space on the body.

## **DIAMOND TREAD ALUMINUM BODY GUARDS**

There shall be a solid covering of polished diamond tread aluminum in the following locations of the apparatus body:

- Front of Body
- Top of Body
- Rear Body Between Step Bumper and Rear Compartment

## **COMPARTMENT LOUVERS**

Louvered panels shall be installed into each into compartment to aid in ventilation.

The louvers shall be turned in such a way to prevent unwanted water from entering the compartments.

## **COMPARTMENT CONSTRUCTION**

The compartments shall be constructed of formed and welded 3/16", 5052 formed aluminum plate and shall allow for the proper amount of flexion without the possibility of forming cracks.

All compartment sizes are very close approximations and may vary as much as +/- 3" to accommodate certain chassis features and/or department requested options.



## **DUAL WALL COMPARTMENTS**

The front and rear lower body compartments shall be constructed with a dual wall for accessing and servicing the electrical system as it is installed on the apparatus.

The removable panels shall be readily accessible and shall be removable with the use of common hand tools.

## **COMPARTMENT FLOOR TILES**

As standard equipment each compartment shall have interlocking rubberized tiles (Turtle Tile) cut and installed (on the lowest level) in such a manner to provide a cushion to cargo and protect the floor of the compartment.

The tiles shall be readily removed, without the use of tools, for cleaning.

The color of the tiles shall be black.

## **ROLL-UP COMPARTMENT DOORS - PAINTED FINISH**

Roll-up compartment doors shall be manufactured and assembled in the United States.

Doors slats and tracks shall be painted and the door style shall be front roll.

There shall be an aluminum drip rail above each compartment door with a non-abrasive seal (or) there shall be a brush seal.

Magnetic door-ajar system must be integrated in lift bar handle and the retainer block to signal open door. No mechanical sensors or switches interior to the compartment shall be used.

Every slat must have interlocking end shoes to prevent slats from moving side to side and binding the door. Between each slat must be a co-extruded PVC inner seal to prevent metal-to-metal contact and to repel moisture. This inner seal shall not be visible from the exterior to detract from the appearance of the door.

Slats shall have interlocking joints with a folding locking flange to provide security and prevent penetration by sharp objects.





Slats shall be double-wall extrusion 1.366” high by .315” thick. Exterior surfaces are to be flat and interior surface are to be concave to prevent loose equipment from interfering with door operation.

The latch system shall be a one piece full width aluminum lift bar with a two point exterior latch. The latch shall be operable by one hand. A 2” wide finger pull will be integrated into the bottom rail extrusion for easy one hand opening and closing of the compartment door. **NO EXCEPTIONS**

A clip system shall connect the curtain slats to the operator drum which will allow for easy tension adjustments without the use of tools.

Each roll-up door shall have a four inch diameter counterbalance operator drum to assist in lifting the door and assist in the prevention of accidental closure.

Compartment lighting system integrated into door track. Compartment lights shall activate individually when door is opened and there shall not be a master compartment light switch. Door tracks shall be a one-piece aluminum extrusion that has an attaching flange and finishing flange incorporated into its design.

The drip rail will have a specially designed seal that prevents the seal from scratching the door. Bottom rail to have a “V” shaped sill to prevent water and debris from entering the compartment.

## **COMPARTMENT LIGHTING**

Each body compartment shall be equipped with LED compartment lighting.

The lighting shall be mounted vertically along the side of each door to extend the full height of the compartment.

There shall be one full height light located in each compartment.

Opening the compartment door shall automatically turn the compartment lighting on.



## LEFT COMPARTMENT - L1

Immediately behind the cab on the driver side of the body shall be a compartment with the following approximate usable door dimensions:

- 51" high X 51" wide X 22" deep at the lowest floor.

Compartment shall be equipped with LED lighting that shall be activated when the door is opened.

This compartment shall transverse into compartment R1.

## LEFT COMPARTMENT - L2

Immediately behind **L1** on the driver side of the body, over the rear wheel well, shall be a compartment with the following approximate usable door dimensions:

- 30" high X 39" wide X 22" deep at the lowest floor.

Compartment shall be equipped with LED lighting that shall be activated when the door is opened.

## LEFT COMPARTMENT - L3

Immediately behind compartment **L2** on the driver side of the body shall be a compartment with the following approximate usable door dimensions:

- 51" high X 32" wide X 22" deep

Compartment shall be equipped with LED lighting that shall be activated when the door is opened.



## **RIGHT COMPARTMENT - R1**

Immediately behind the cab on the passenger side of the body shall be a compartment with the following approximate usable door dimensions:

- 51" high X 51" wide X 22" deep at the lowest floor.

Compartment shall be equipped with LED lighting that shall be activated when the door is opened.

This compartment shall transverse into compartment L1.

## **RIGHT COMPARTMENT - R2**

Immediately behind **R1** on the passenger side of the body, over the rear wheel well, shall be a compartment with the following approximate usable door dimensions:

- 30" high X 39" wide X 22" deep at the lowest floor.

Compartment shall be equipped with LED lighting that shall be activated when the door is opened.

## **RIGHT COMPARTMENT - R3**

Immediately behind compartment **R2** on the passenger side of the body shall be a compartment with the following approximate usable door dimensions:

- 51" high X 32" wide X 22" deep

Compartment shall be equipped with LED lighting that shall be activated when the door is opened.

## **REAR COMPARTMENT - B1**

Directly behind both compartments **L3** and **R3** on the extreme rear of the vehicle shall be a compartment of the following approximate usable door dimensions:

- 35" high X 47" wide X 85" deep

Compartment shall be equipped with LED lighting that shall be activated when the door is opened.



## **COMPARTMENT INTERIOR PAINT**

The interior of the equipment compartments shall be painted with gray spatter type coating.

The coating shall provide an even appearance that resists wear marks and reflects light evenly inside the compartments.

## **ADJUSTABLE SHELF TRACK**

There shall be a set of uni-strut track mounted in each side compartment.

The track shall be vertically installed and shall be installed in the upper section of the compartment(s).

The track system shall provide infinite adjustment throughout the track range in order to allow proper spacing of the shelves for future installation of department owned equipment. The adjustment shall be quickly and easily performed with common hand tools.

The track shall not be painted and shall retain a natural finish for an even appearance that resists wear marks.

## **BODY PAINT PROCEDURE - SHERWIN-WILLIAMS BASE COAT/CLEAR COAT**

After the apparatus body has been fully assembled and all mounting holes, etc. have been punched, machined, or drilled, the apparatus shall be fully disassembled for the paint process.

The apparatus body shall not be mounted on the chassis during the paint process.

All seams or flanges on the apparatus body shall be caulked or properly sealed to prevent moisture accumulation in flanged areas.



## PAINT PROCESS

The apparatus body paint procedure shall consist of an eight (8) step finishing process as follows:

1. Manual Surface Preparation: All exposed metal surfaces on the apparatus exterior shall be thoroughly cleaned. All imperfections on the exterior metal surface shall be removed or filled prior to the priming process. All exposed metal shall be thoroughly abraded using a dual orbital air power sander.
2. Cleaning and Treatment: All surfaces shall be chemically cleaned per manufacturer specification to ensure proper adhesion.
3. Self-etching Primer Application: Acid etching primer shall be applied to the bare metal per manufacturer specification.
4. Primer/Surfacer Application: Sherwin-Williams urethane primer/surfacer shall be applied to the acid etching primer.
5. Dual Orbital Sanding: The primer/surfacer shall be thoroughly sanded to a superior smooth surface.
6. Cleaning: After sanding in step #5, all surfaces shall be chemically cleaned again per manufacturer specifications. The surface to be painted shall be clean of all oil, grease, and dirt to ensure proper adhesion.
7. Primer Sealer Application: Sherwin-Williams urethane primer/sealer shall be applied over the thoroughly sanded and cleaned primer/surfacer as per bulletin DFT-054.
8. Topcoat Application: Two coats of Sherwin-Williams basecoat color two component polyurethane paint shall be applied to the primer sealer. The base color shall be followed by two coats of Sherwin-Williams two component polyurethane clear coat finish.



## **PAINT - ENVIRONMENTAL IMPACT**

Southeast Apparatus meet or exceeds all current Kentucky regulations concerning paint operations.

Pollution control shall include measures to protect the atmosphere, water and soil.

Controls shall include the following conditions:

- Topcoats and primers must be chrome and lead free.
- Metal treatment chemicals must be chrome free. The wastewater generated in the metal treatment process must be treated to remove any other heavy metals.
- Particulate emissions from painting operations must be collected by a dry filter or water wash process.
- Solvents used in clean-up operations must be collected, sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus shall not be manufactured with or contain products that have ozone depleting substances.

Contractor shall, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with the State EPA rules and regulations.

## **CHASSIS FRAME ASSEMBLY PAINT**

The chassis frame assembly shall be painted black by the chassis manufacturer. It shall remain the commercial grade finish as provided.

## **REFLECTIVE STRIPE**

There shall be a minimum of a 6.00" vinyl reflective band provided along the sides, front and rear of the chassis cab and apparatus body.

The design and color shall be determined at the pre-build meeting.



## **CHEVRON STRIPING, REAR - DIAMOND GRADE**

There shall be alternating chevron striping located on the rear-facing vertical surface of the apparatus.

The rear surface excluding the rear compartment door shall be covered.

The colors shall be red and fluorescent yellow green.

Each stripe shall be 6.00" in width.

This shall meet the requirements of NFPA 1901, 2016 edition, which states that 50% of the rear surface shall be covered with chevron striping.

## **REFLECTIVE STRIPE, CAB DOORS**

A vinyl reflective stripe shall be provided on the interior of each cab door.

This stripe shall be a minimum of 96.00 square inches and shall meet NFPA recommendations.

## **LETTERING AND LOGO**

The lettering shall be totally encapsulated between a layer of clear protective UV resistant vinyl.

Up to eighty (80) vinyl letters per side, 3.00" high with outline and shading shall be provided.

There shall be department logos provided and installed on each of the front cab doors as standard.

## **GRAPHICS APPROVAL**

The vinyl graphics layout, design and color shall be approved by the department prior to application.



## **COMMUNICATIONS PRE-WIRE**

There shall be radio pre-wire provisions provided in the apparatus cab to include the following:

- 12 VDC Power Wires
- Antenna Coax Base and Cable

The coax and power wires shall terminate at the cab center console for future installation of department supplied communications equipment.

## **BODY MASTER DISCONNECT SWITCH**

A body master battery switch, to activate the battery system, shall be provided inside the cab within easy reach of the driver.

The switch shall be wired to completely disconnect power between the chassis electrical system and the body electrical system.

There shall be a battery on indicator light located on the switch.

This system shall not interface the chassis electrical system to avoid voiding any of the factory chassis warranties.

## **BODY ELECTRICAL SYSTEM**

All 12-volt electrical equipment installed by the apparatus manufacturer shall conform to modern automotive practices.

All wiring shall be high temperature crosslink type.

All exposed wiring shall be run in a loom with a minimum 289 degrees rating or conduit and have grommets where wire passes through sheet metal.

Wiring shall be individually color coded to easily identify its function.

Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.





Electrical wiring and equipment shall be installed utilizing the following guidelines:

- All holes made in the roof shall be caulked with silicon. Rope caulk is not acceptable. Large fender washers, liberally caulked, shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it. Exposed area shall be defined as any location outside of the cab or body.
- Electrical components designed to be removed for maintenance shall not be fastened with nuts and bolts. Metal screws shall be used in mounting these devices. Also a coil of wire shall be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
- Corrosion preventative compound shall be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation (of the plug).
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.
- All electrical terminals in exposed areas shall have silicon (1890) applied completely over the metal portion of the terminal. All emergency light switches shall be mounted on a separate panel installed in the cab. A master warning light switch and individual switches to be provided to allow pre-selection of emergency lights. The light switches shall be "rocker" type with an internal indicator light to show when switch is energized. All switches shall be properly identified and mounted in a removable panel for ease in servicing. Identification of the switches shall be done by either printing or etching on the switch panel. The switches and identification shall be illuminated.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, shall be furnished.

Rear identification lights shall be recessed mounted for protection.



Lights and wiring mounted in the rear bulkheads shall be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test shall be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

All wiring shall connect at a 12 volt electrical junction box located on the driver's side in the first left side compartment (L-1) in the left wall.

### **CUSTOM CENTER CONSOLE**

There shall be a custom fabricated aluminum console provided and installed in the front center of the apparatus cab.

The console shall contain the siren, lighting switches, cup holders and storage compartment as space allows based on other selected options.

The console shall be finished with a black spatter coating.

The console shall take the place of the center front seat section and be as large as possible to fit in the usable space provided.

### **ROCKER SWITCH PANEL**

There shall be a custom designed rocker switch panel provided and installed on the cab center console.

The panel shall be designed specifically to control operation of this exact truck.

The switch covers shall be color coded and shall illuminate when activated.

A universal switch panel shall not be used.



## **CAB CHARGING PORTS**

There shall be the following charging ports located in the cab of the apparatus:

- 12 VDC Charging Outlet(s) - Chassis Supplied
- Dual USB Charging Ports - Console Mounted

## **OPEN DOOR INDICATOR LIGHT - DOOR AJAR**

An "open door" indicator light shall be provided inside the cab, in clear view of the driver, to warn of an open compartment door.

## **KUSSMAUL BATTERY MAINTAINER**

There shall be a Kussmaul 1000 battery maintainer provided and installed on the finished apparatus.

The system shall maintain a charge in the apparatus batteries while connected to the station 110 volt shoreline through the provided 20 amp Kussmaul Super Auto-Eject receptacle.

There shall be a LED bar graph provided and installed to indicate the charge in the apparatus batteries.

There shall be a NEMA 5-20 plug end provided with the apparatus on delivery for customer installation to the station shoreline.

## **EXTERIOR LIGHTING**

Exterior lighting shall meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.

Front headlights shall be halogen type and comply with all FMVSS requirements.

Five (5) LED clearance and marker lights shall be installed across the leading edge of the cab if applicable to the chassis size rating.

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## **REAR FMVSS LIGHTING**

There shall be three (3) LED lights installed as identification lights located at the center rear of the apparatus.

There shall be two (2) LED lights installed at the side rear of the apparatus used as clearance lights located at the rear of the apparatus.

There shall be two (2) LED lights installed on each side at rear of the apparatus.

There shall be four (4) red reflectors installed as applicable around the body.

## **TAIL/STOP/TURN LIGHTING**

There shall be stop/tail/turn/back-up LED lighting provided and installed on the rear of the apparatus as follows:

- Two (2) Whelen, 600 series red LED combination stop/tail lights.
- Two (2) Whelen, 600 series amber LED arrow turn signal lights.
- Two (2) Whelen, 600 series clear LED backup lights.

## **LICENSE PLATE LIGHT**

There shall be one (1) license plate mounting platform provided and installed at the rear of the apparatus.

There shall be a white LED light with deflector installed to illuminate the license plate.

## **WARNING LIGHTS**

An all new Whelen LED warning light package is included and shall be installed on the finished apparatus.

All flashing lights shall be colored appropriately to match the department's lighting colors.

All lights shall be flush mounted on the cab and body with chrome trim bezels.



## VISUAL WARNING ZONES

The apparatus shall be divided into warning zones as recommended by NFPA 1901-2016. The upper and lower zones shall correspond to the apparatus as follows:

- Zone "A": Front
- Zone "B": Right Side
- Zone "C": Rear
- Zone "D": Left Side

## VISUAL WARNING MODES

The use of the apparatus warning lights shall be broken into two separate modes of use.

The permissible colors or combination of colors in each zone for each signaling mode (for fire departments) shall be as follows:

- Calling for Right-of-Way
  - Red - Any Zone
  - Yellow - Any Zone Except A
  - White - Any Zone Except C
- Blocking Right-of-Way
  - Red - Any Zone
  - Yellow - Any Zone
  - White - Not Permitted

## VISUAL WARNING MODE SWITCHING

The ability to switch between warning modes shall be provided on the apparatus.

There shall be a sensor that detects the position of the parking brake and changes modes as follows:

- Parking Brake Engaged: "Blocking Right of Way Mode"
- Parking Brake Not-Engaged: "Calling for Right of Way"

Switching between the two visual warning system modes shall require no action by the operator other than setting the chassis parking brake.



## **WARNING LIGHT LENS COVERS - COLOR**

The warning lights on the apparatus shall all have colored lenses with the exception of the cab lightbar which shall remain clear with internally colored lights.

## **ZONE A UPPER WARNING LIGHTING - WHELEN JUSTICE**

One (1) Whelen SUPER LED light bar shall be mounted on the top of the cab roof.

The light bar shall be a 56" Whelen NFPA Justice and shall be populated on the front and sides with flashing LED modules.

The front center section shall have white LED lights that shall function only when the parking brake is released.

## **ZONE A LOWER WARNING LIGHTING – FRONT**

Two (2) Whelen 700 series 3"x7" SUPER LED warning lights shall be provided and mounted on the apparatus.

A chrome bezel shall be provided around the lights.

Two (2) red lights shall be mounted in the front grill area.

## **ZONE B LOWER WARNING LIGHTING – RIGHT**

Two (2) Whelen 700 series 3"x7" SUPER LED warning light shall be provided and mounted on the apparatus.

A chrome bezel shall be provided around the lights.

One (1) light shall be mounted as low and as far forward on the apparatus cab as possible and one (1) light shall be mounted as low as possible in the rear wheel well area.



## **ZONE B UPPER WARNING LIGHTING – RIGHT**

Two (2) Whelen 900 series 7"x9" SUPER LED warning lights shall be provided and mounted on the apparatus.

A chrome bezel shall be provided around the lights.

One (1) light shall be mounted as high and as far forward on the apparatus body as possible and one (1) light shall be mounted as high and as far rearward as possible on the apparatus body.

## **ZONE C UPPER WARNING LIGHTING – REAR**

Two (2) Whelen 900 series 7"x9" SUPER LED warning lights shall be provided and mounted on the apparatus.

A chrome bezel shall be provided around the lights.

One (1) light shall be mounted as high as possible on the rear of each side of the apparatus body - Total of two (2) lights.

## **ZONE C LOWER WARNING LIGHTING – REAR**

Two (2) Whelen 600 series 4"x6" SUPER LED warning lights shall be provided and mounted on the apparatus.

A chrome bezel shall be provided around the lights.

One (1) light shall be mounted as low as possible on the rear of each side of the apparatus body - Total of two (2) lights.



## **ZONE D UPPER WARNING LIGHTING – LEFT**

Two (2) Whelen 900 series 7"x9" SUPER LED warning lights shall be provided and mounted on the apparatus.

A chrome bezel shall be provided around the lights.

One (1) light shall be mounted as high and as far forward on the apparatus body as possible and one (1) light shall be mounted as high and as far rearward as possible on the apparatus body.

## **ZONE D LOWER WARNING LIGHTING – LEFT**

Two (2) Whelen 700 series 3"x7" SUPER LED warning light shall be provided and mounted on the apparatus.

A chrome bezel shall be provided around the lights.

One (1) light shall be mounted as low and as far forward on the apparatus cab as possible and one (1) light shall be mounted as low as possible in the rear wheel well area.

## **ELECTRONIC SIREN - WHELEN 295**

A Whelen 295 electronic siren shall be provided and installed.

The siren shall be mounted in the cab center console.

The siren shall feature wail, yelp, hyper-yelp and air horn sounds with noise canceling microphone provided and installed.

## **SIREN SPEAKER**

There shall be one (1) 100 watt siren speaker provided and installed on the finished apparatus.

The speaker shall be mounted behind the front bumper and/or grill area of the apparatus.





## **PERIMETER GROUND LIGHTS**

There shall be a total of six (6) LED weatherproof lights provided on the apparatus.

Two (2) lights shall be provided under the side body area, two (2) lights shall be provided under the pump panel running boards and two (2) lights shall be provided under the rear step bumper to light all areas around the apparatus.

The perimeter ground lights shall be activated automatically when the parking brake is applied.

## **TRAFFIC ADVISOR**

There shall be a Whelen TAL-65 amber traffic advisor provided and mounted at the rear of the apparatus.

The light shall feature six (6) light heads that flash in sequence as selected on the control head.

The control head shall be located at the cab center console to activate the traffic advisor.

The traffic advisor shall be located at the rear of the apparatus body.

## **STATIONARY SCENE LIGHTS**

There shall be six (6) Whelen 900 Series 7"x9" SUPER LED stationary scene lights mounted in the following locations:

- Two (2) Left Body
- Two (2) Right Body
- Two (2) Rear Body

The lights shall be switched on in the cab of the apparatus to operate the left, right or rear.



## **TELESCOPING SCENE LIGHTS**

There shall be two (2) Akron Revel telescoping scene lights provided and mounted on the apparatus.

The LED lights shall operate from the chassis 12 volt electrical system and shall have a rated output of 14,000 lumens each.

The lights and push up poles shall be located on the front of the apparatus body.

The lights shall be activated from a switch located on the light head.

## **WILL-BURT NIGHT SCAN 2.3 LED LIGHT TOWER - 12 VDC**

There shall be a Will-Burt Night Scan 2.3 LED light tower provided and installed on the finished apparatus.

The tower shall be a series of graduated extruded aluminum tubes that nest one inside another. The tower shall have an extended height of approximately 7.5 ft. / 2.3 m above the mounting location and a stowed height of approximately 9.75" / 24.8 cm above the mounting surface. The tower shall be approximately 27.125" / 68.9 cm wide by 51.75" / 131.4 cm in length. The tower shall be designed to sustain the intended top load with a 125 percent safety factor and shall exceed NFPA requirements of a minimum 50 mph (80 kph) wind when in a fully raised and unguyed position. The tower shall be of a compact design with a total weight of approximately 123 lbs. / 55.8 kg. The light tower shall not exceed 150 lbs. / 68 kg.

The tower tubular sections shall be constructed of high strength, heat-treated 6061-T6 aluminum tubes and collars. Each tube shall be protected by low friction synthetic collars for smooth operation and long life. Bumpers shall be designed to reduce shock on extension and retraction. All exterior surfaces shall be anodized for long life and fasteners shall be stainless steel for corrosion resistance.

The tower shall have an "auto-stow" function. A double click of the mast down button will stow, retract, and shut power off to the unit. An integrated saddle assembly with synthetic, non-marring rests shall be provided for the tower and flood light assembly in the nested position.



The tower shall be equipped with a Will Burt Model RCP (remote control positioner) to control the rotation and direction of the light. The remote control positioner unit shall be equipped with two (2) gear motors; one for rotation and one for the floodlight bank. The positioner shall also rotate the floodlight assembly from zero to 355 degrees and tilt the floodlight assembly from 0 to 337 degrees.

A safety yellow in color for high visibility, hand held remote control pendant, connected to a quick-disconnect, 25 ft. (7.62 meter) coiled cord shall be provided to control the tower. All functions of the tower shall be accessible through this remote control including elevating with "auto-up" ability, lowering with "auto-stow" ability, rotation and tilting of the floodlight assembly and floodlight switching. An auxiliary power button shall also be included to control optional equipment such as strobe lights or a camera that is mounted to the mast. An emergency stop button shall be integrated into the hand held control for added safety or shall be located on the junction box. Each button of the controller shall have a corresponding LED light that provides operational feedback. An LED display that includes alphanumeric feedback shall be located in the center of the controller. This display shall provide operational feedback and error codes if they occur.

The pneumatic controls to raise and lower the tower shall include an air regulator and solenoid valves. Lights will be operational within approximately 8 seconds from elevation initiation. The tower shall be able to be fully elevated in approximately 50 seconds. In the event of malfunction of the elevating system while the tower is in operation or being deployed, a method of limiting the rate of descent shall be provided to prevent injury to personnel or damage to the equipment.

Four (4) Fire Research Evolution II LED model FCA100-V11 lampheads shall be provided. Each lamphead shall have four (4) ultra-bright white LEDs. It shall operate at 12 / 24 volts DC, draw 7.5 / 3.75 amps and 90 watts, and generate 11,000 lumens each lamphead for a total of 44,000 lumens. The lamphead shall direct 50 percent of the light onto the action area while providing 50 percent to illuminate the working area. The lamphead shall incorporate heat-dissipating fins and be no more than 5 3/16" deep by 3 5/16" high by 7 5/8" wide. The lamphead shall be powder coated white.

## **LIGHT TOWER MOUNTING**

Details for mounting of the light tower shall be determined at the pre-build meeting between the department and the manufacturer.

Mounting details shall consist of flush mounting or recessed mounting. Recessed mounting is available at no additional cost, but will reduce clearance on the inside of the body compartment areas.



## **MINIMUM ONE (1) YEAR MATERIAL AND WORKMANSHIP**

Each new apparatus shall be provided with a minimum one (1) year basic apparatus material and workmanship limited warranty. The warranty shall cover such portions of the apparatus built by the manufacturer as being free from defects in material and workmanship that would arise under normal use and service.

## **CHASSIS WARRANTY**

The chassis warranty shall be for a total of:

- Three (3) Years

This warranty is offered by the chassis manufacturer and not the apparatus builder.

## **CHASSIS PAINT WARRANTY**

The commercial chassis manufacturer's paint warranty applies to the chassis only.

## **ENGINE WARRANTY**

The engine shall have a five (5) year warranty. This warranty is provided by the engine manufacturer and not the apparatus builder.

## **TRANSMISSION WARRANTY**

The transmission shall have a five (5) year warranty. This warranty is provided by the transmission manufacturer and not the apparatus builder.



## **BODY STRUCTURAL WARRANTY**

Each new Southeast Apparatus body shall be provided with the following warranties:

- Ten (10) year material and workmanship limited warranty on the apparatus body.
- Twenty (20) year material and workmanship limited warranty on the apparatus sub-structure.

The warranty shall cover such portions of the apparatus built by the manufacturer as being free from defects in material and workmanship that would arise under normal use and service.

## **SEVEN (7) YEAR PRO-RATED PAINT AND CORROSION**

Each new apparatus shall be provided with a seven (7) year pro-rated paint and corrosion limited warranty on the apparatus body.

The warranty shall cover painted exterior surfaces of the body to be free from blistering, peeling, corrosion, or any other adhesion defect caused by defective manufacturing methods or paint material selection that would arise under normal use and service.

## **EQUIPMENT PROVIDER**

Any NFPA equipment items that are not specifically detailed in this proposal shall be supplied and mounted by the department.

## **EQUIPMENT MOUNTING**

All equipment items provided in this proposal shall be mounted by the apparatus manufacturer unless otherwise specified in the item description.

The mounting locations shall be determined by the department at the pre-build meeting unless otherwise stated in the description.



## **MISCELLANEOUS HARDWARE**

There shall be a bag of miscellaneous nuts, bolts and screws as used in the construction of the apparatus.

This hardware shall be supplied at the time of final delivery.

## **DEALER SUPPLIED EQUIPMENT PACKAGE**

See separate quote for tools and equipment supplied by Williams Fire Apparatus.

## **PURCHASER'S RESPONSIBILITY**

These specifications are as complete, accurate and up to date as possible; however, it is the purchaser's responsibility for the safe, legal operation and maintenance of this apparatus and equipment.

## **PAYMENT**

There shall be no pre-payment requirement for this apparatus and no performance bond shall be required.

The finished apparatus shall be paid for in full prior to leaving the apparatus manufacturer's facility.

In the event that dealer-representatives are up-fitting the apparatus with tools and/or equipment after completion at the factory, payment can be broken into two segments to cover the manufacturing process and then the up-fitting that takes place after the apparatus build is complete.

\*\*\*\*END OF BASE BID SPECIFICATIONS\*\*\*\*

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## PROPOSAL

**TO THE:**

City of Newnan Fire Department  
Attn: Chief S. Brown  
25 Jefferson Street  
Newnan, GA 30263

**DATE:** November 28, 2022

We hereby propose and agree to furnish the following firefighting apparatus & equipment via the Houston-Galveston Area Council (HGAC) upon acceptance of this proposal:

**One (1) Sutphen Heavy Duty 70' Mid-Mount Aerial Platform (SP70) Complete and Delivered for the Total Sum of .....\$1,264,864.10**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **19-21** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

**This proposal shall be thru December 14<sup>th</sup>. Effective December 15<sup>th</sup>, an 8% price increase shall be applied to the price.** If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Jerry Harley  
Authorized Representative for Sutphen Corporation  
336-613-8202

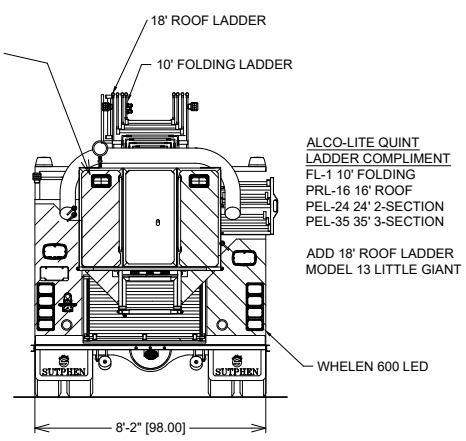
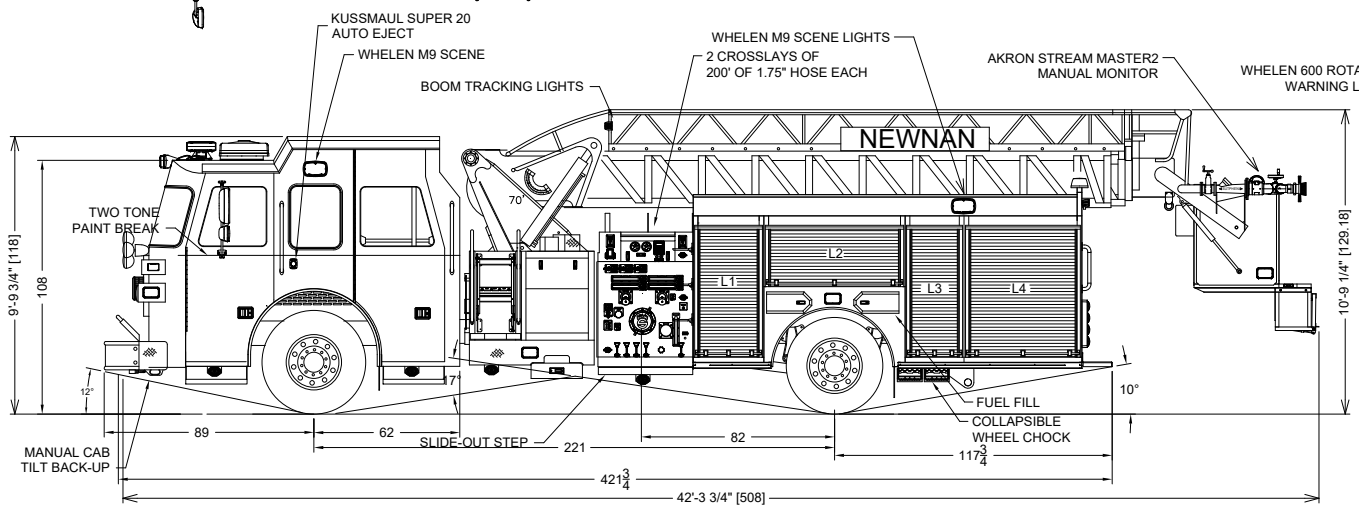
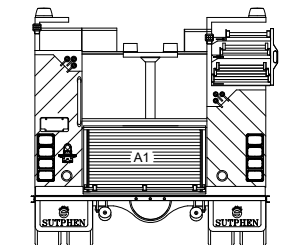
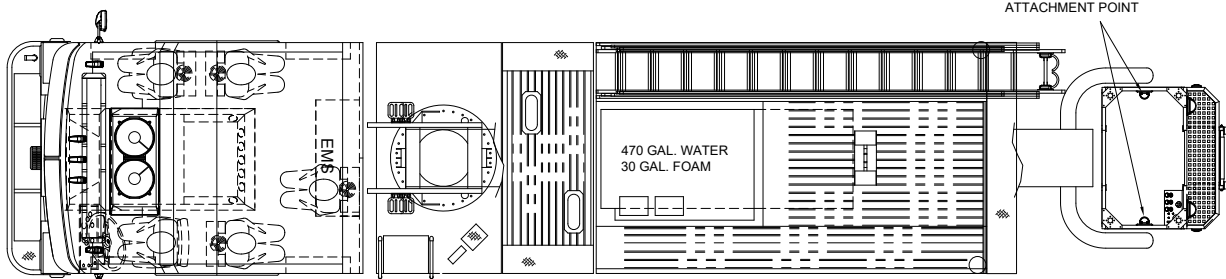
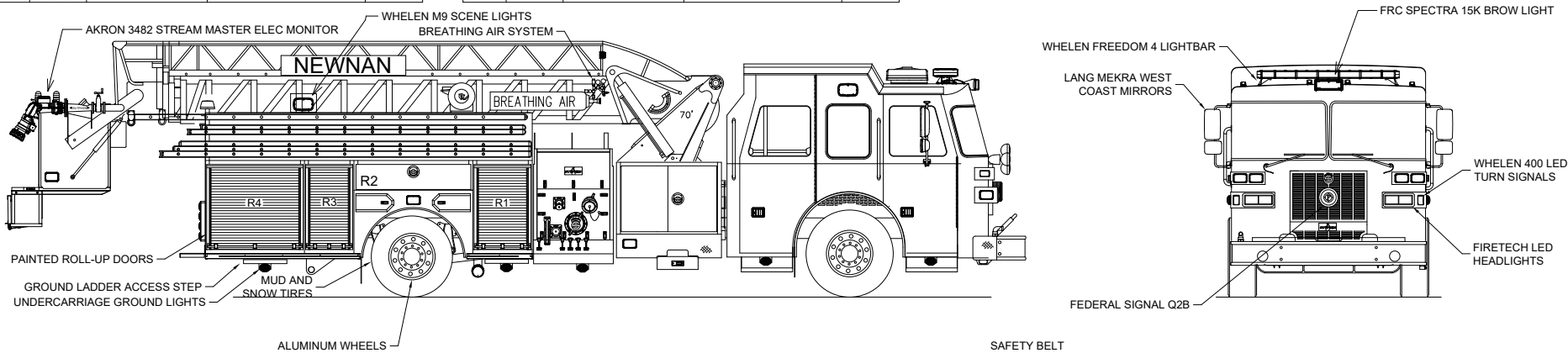
**SUTPHEN CORPORATION**

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860





COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME	COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
L1	ROLL-UP	23.25"W x 49.50"H	29.75"W x 59.00"H x 17.75"D	18.02 CU. FT.	R1	ROLL-UP	23.25"W x 35.00"H	29.75"W x 45.00"H x 22.75"D	17.62 CU. FT.
L2	ROLL-UP	53.25"W x 19.50"H	60.00"W x 28.25"H x 17.75"D	17.41 CU. FT.	R2	HINGED	50.00"W x 9.25"H	60.00"W x 14.00"H x 22.75"D	11.05 CU. FT.
L3	ROLL-UP	18.25"W x 49.50"H	24.75"W x 59.00"H x 17.75"D	14.95 CU. FT.	R3	ROLL-UP	18.25"W x 35.00"H	22.75"W x 45.00"H x 22.75"D	13.47 CU. FT.
L4	ROLL-UP	43.25"W x 49.50"H	47.25"W x 59.00"H x 17.75"D	28.63 CU. FT.	R4	ROLL-UP	43.25"W x 35.00"H	47.25"W x 45.00"H x 22.75"D	27.99 CU. FT.
A1	ROLL-UP	44.50"W x 20.50"H	53.00"W x 29.75"H x 47.75"D	43.57 CU. FT.			TOTAL VOLUME		192.75 CU. FT.



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL		REV.	DESCRIPTION	BY	DATE
NAME:		-	-	-	-
TITLE:		-	-	-	-
DATE:					

DRAWN BY: S.J.G  
DATE: 11/28/22  
MFG. FACILITY: HILLIARD

CITY OF NEWMAN  
NEWMAN, GA  
SPT0  
HS-XXXX



**Sutphen**  
**Component Report**  
 Dealership: Williams Fire  
 Apparatus\_3 (Moore)

**City of Newnan, GA**  
**SP70 Aerial Platform**

Order#: SQB014605\_2  
 Contact: Stephen Brown  
 Position: Fire Chief  
 Phone: 770-253-1851  
 Mobile: 770-328-1141  
 Email: SBrown@cityofnewnan.org

Bill To	Ship To
Customer: City of Newnan Contact: Stephen Brown, Fire Chief Address: 25 LaGrange Street Newnan, GA 30263	Customer: Same as Bill-to Contact: Stephen Brown, Fire Chief Address: 23 Jefferson St Newnan, GA 30263

Comments
Project Coordinator: Sales Person: Revision Level: Truck Type: Body Facility:

Quote Line Number 1


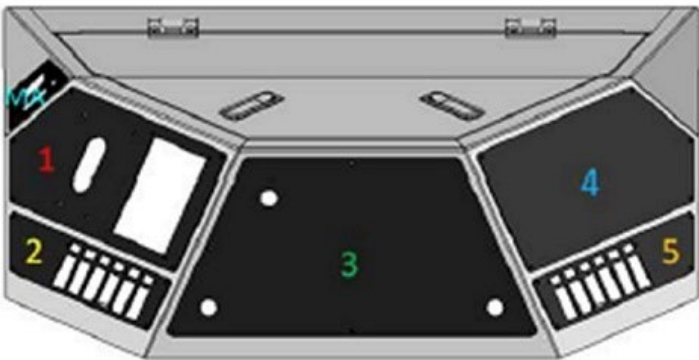
Line	Item #	Qty	Item Description/Comments
1	10000215	1	STD WIRING SCHEMATIC
2	10310100	1	CHASSIS
<b>CHASSIS</b>			
3	10010006	1	CHASSIS, CUSTOM
4	10295140	1	~CHASSIS SURCHARGE
5	51070221	1	WHEELBASE = 221
6	25010255	1	FRAME, 10" DOUBLE RAILS, DOMEX, SINGLE AXLE (110K PSI)
7	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
8	46010000	1	REAR TOW EYES, PAINTED
9	40010250	1	STEERING - ROSS TAS-85
10	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
11	23014230	1	ENGINE, CUMMINS X 12 500HP DOC-DPF-DEF-SCR OBD
12	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS X12 / X15
13	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS X12 / X15

Line	Item #	Qty	Item Description/Comments
14	23030006	1	AIR INTAKE/EMBER SEPARATOR
15	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
16	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
17	47012440	1	TRANSMISSION, ALLISON GEN 5, EVS4000
18	23110000	1	JACOBS ENGINE BRAKE
19	47024050	1	TRANSMISSION COOLER
20	47030000	1	ALLISON TOUCH PAD SHIFTER
21	21021200	1	COOLING SYSTEM
22	21030195	1	COOLANT FILTER
23	21030000	1	FAN CLUTCH
24	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
25	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
26	26030000	1	FUEL FILL
27	26030100	1	FUEL COOLER
28	24040000	1	DIESEL EXHAUST FLUID TANK
29	13010205	1	ALTERNATOR, LEECE NEVILLE 320 AMP 4915PA
30	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
31	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
32	15031700	1	BATTERY JUMPER TERMINALS
33	15030430	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT, 90° OPENING COVER 091-55-20-120
34	15031525	1	BATTERY CHARGER, KUSSMAUL CHIEF 6012 W/REMOTE BAR GRAPH DISPLAY
35	14010527	1	FRONT AXLE, MERITOR MFS-20-133A 23,000 LB.
36	41010217	1	FRONT SUSPENSION, STANDENS 23,000 LBS. (4) 54" LEAFS
37	41030100	1	SUSPENSION, ENHANCED SYSTEM
38	41040510	1	STEER ASSIST
39	43010322	1	FRONT TIRES, GOODYEAR, 425/65R22.5 LRL, ARMOR MAX PRO GRADE MSA 22.5 X 12.25 WHEELS

Line	Item #	Qty	Item Description/Comments
40	14510540	1	REAR AXLE, MERITOR RS-30-185 31,000 LB.
41	14530150	1	TOP SPEED, 60 MPH
42	42010025	1	REAR SUSPENSION, FIREMAAX 31,000 LBS. AIR RIDE
43	44010310	1	REAR TIRES, GOODYEAR 315/80R22.5X 9, LRL G291 HGWY, 31,000 GVWR
44	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
45	44215100	1	WHEELS, ALUM, ACCURIDE (max 35K rear)
46	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
47	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
48	44271100	1	MUD FLAPS, FRONT (PAIR)
49	44271200	1	MUD FLAPS, REAR (PAIR)
50	54010020	1	DATA, SAFETY & WARNING TAGS APPLICATION, SCREW-ON
51	16010220	1	BRAKES MERITOR SCAM 6" FRONT, SCAM 8.625" REAR (SINGLE AXLE)
52	18010043	1	AIR BRAKE SYST 5 TANKS WABCO 1200 DRYER (31K, 35K)
53	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
54	18030140	1	AIR INLET CONNECTION
55	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
56	18036105	1	TIMER, KUSSMAUL AUTO PUMP
57	18220500	1	NO ELEC STABILITY CONTROL SYS
58	18110070	1	WABCO 5 CHANNEL ANTI-LOCK BRAKES (31K, 35K)
59	14530500	1	TIRE CHAINS, ON-SPOT, 6 STRANDS
60	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
61	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
62	54010100	1	AERIAL CHASSIS PREP (SINGLE AXLE)
63	54088888	1	SPECIAL ITEM, SEVERE DUTY ONSPOT CHAINS
64	10310110	1	CAB
			<b>CAB</b>
65	11024292	1	CAB TSAL4SK 62" 10" RR 1/2

Line	Item #	Qty	Item Description/Comments
66	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
67	11030950	1	CAB LOCKDOWN LATCHES
68	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
69	11031100	1	MANUAL BACK-UP TILT SYSTEM
70	11031350	1	CAB DOORS, FULL LENGTH (4)
71	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
72	11031390	1	AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4)
73	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
74	11031419	1	CAB DOOR WINDOWS, MANUAL (4)
75	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
76	11031445	1	TWO FIXED WINDOWS IN BACK WALL OF CAB APPROX 11.25" X 5.25" OVAL
77	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (6)
78	52010010	1	ELECTRIC INTERMITTENT WIPERS
79	52030200	1	WINDSHIELD WASHER RESERVOIR
80	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
81	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X12/X15)
82	11024500	1	FLAMING "S" LOGO, UPPER GRILLE, REFLECTIVE RED
83	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
84	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL
85	20029800	1	BUMPER SIDES, DIAMONDPLATE
86	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)
87	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
88	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
89	12010420	1	AIR HORNS, DUAL, HADLEY H00871A ROUND, 24.5", THRU BUMPER
90	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
91	12030350	1	LANYARD CONTROL FOR AIR HORNS

Line	Item #	Qty	Item Description/Comments
92	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
93	12620200	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH
94	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
95	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
96	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
97	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN
98	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
99	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS
100	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)
101	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
102	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
103	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
104	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
105	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
106	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
107	11035408	1	DIAMONDPLATE REAR EXTERIOR WALL OF CAB WITH 1" WRAP (AERIAL OR TOP MOUNT)
108	11035422	1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH
109	11033202	1	3/16" SMOOTH ALUM BACK WALL & SIDE WALLS, INSIDE CAB
110	31010287	1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR
111	11032929	1	DOOR PANEL, FULL STS
112	11032958	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
113	31010290	1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED
114	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
115	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
116	11031670	1	TOOL MOUNTING PLATE, TOP OF ENGINE ENCLOSURE, NOT PROVIDED
117	11031679	1	CENTER CONSOLE, TOP OF ENGINE ENCLOSURE

Line	Item #	Qty	Item Description/Comments
118	22610050	1	ENGINE HOOD LIGHT, LED (1)
119	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
120	11031712	1	UPPER CREW DOOR AREA, OPEN
121	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
122	30010135	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES (AERIALS)
			<p>Upper Command Console:</p> 
123	30010500	1	LOWER COMMAND CONSOLE, L9 & X12
			<p>Lower Command Console (9L &amp; 12L engines):</p> 
124	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/YELLOW KNOB (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)
125	30011010	1	PUMP INTERLOCK, CONNECTED WITH ODOMETER
126	30031612	1	DO NOT MOVE LIGHT, WHELEN LINZ6 LED
127	30031650	1	DO NOT MOVE ALARM
128	30031675	1	DO NOT MOVE DISENGAGE BUTTON
129	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL
130	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
131	30031100	1	HIGH IDLE SWITCH
132	30031775	1	12V POWER POINTS, (2)

Line	Item #	Qty	Item Description/Comments
133	30031802	1	12V DUAL PORT USB POWER POINTS, (2)
134	11040000	1	CAB ACCESSORY FUSE PANEL
135	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
136	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
137	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
138	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
139	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
140	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
141	28090003	1	HEAT TO FEET
142	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
143	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
144	38510105	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR)
145	38320000	1	HELMET STORED IN COMPARTMENT
146	39090000	1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)
147	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
148	38320000	1	HELMET STORED IN COMPARTMENT
149	39521105	1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)
150	38320000	1	HELMET STORED IN COMPARTMENT
151	39521106	1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)
152	38320000	1	HELMET STORED IN COMPARTMENT
153	11031825	1	EMS CABINET, FORWARD FACING, DOUBLE ON CREW SEAT RISER (AERIAL)
154	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
155	11032415	1	INTERIOR COMPARTMENT DOOR LOCK
156	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
157	39550100	1	SEAT COLOR, GRAY
158	39610105	3	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK (3)



Line	Item #	Qty	Item Description/Comments
159	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
160	39710000	1	DOUBLE CREW SEAT COMPT, SIDE DOORS
161	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
162	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA (2)
163	30080160	1	HD STEREO, JENSEN, AM/FM/WB/CD/BT
164	10310200	1	PUMP & PLUMBING
<b>PUMP &amp; PLUMBING</b>			
165	60020206	1	WATEROUS PUMP CSU-1500 GPM SINGLE STAGE
166	10295240	1	~PUMP SURCHARGE
167	60025300	1	GEARBOX, WATEROUS, REAR MOUNTED
168	60026010	1	PUMP PACKING, WATEROUS
169	60031001	1	ZINC ANODES, WATEROUS (2)
170	60035123	1	PUMP TEST, THIRD PARTY TESTING
171	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
172	62010002	1	STAINLESS STEEL PIPING
173	66020100	1	3" TANK TO PUMP W/CHECK VALVE
174	61720100	1	VALVE, AKRON HEAVY DUTY
175	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
176	73010100	1	TANK FILL 1.5"
177	61720100	1	VALVE, AKRON HEAVY DUTY
178	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
179	61010405	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
180	61210410	1	INTAKE PRESSURE CONTROL, TFT A1831
181	63021100	1	6" MAIN SUCTION, LEFT SIDE
182	63035100	1	TFT BALL INTAKE VALVE
183	65030000	1	2.5" LEFT SIDE INLET
184	61720100	1	VALVE, AKRON HEAVY DUTY

Line	Item #	Qty	Item Description/Comments
185	61770100	1	ACTUATOR, VALVE, SWING HANDLE
186	60036010	1	THREADS, NST
187	63025100	1	6" MAIN SUCTION, RIGHT SIDE
188	63035100	1	TFT BALL INTAKE VALVE
189	64030000	1	2.5" RIGHT SIDE INLET
190	61720100	1	VALVE, AKRON HEAVY DUTY
191	61770100	1	ACTUATOR, VALVE, SWING HANDLE
192	60036010	1	THREADS, NST
193	70525125	1	2.5" DISCHARGE, LEFT - POSITION 1
194	61720100	1	VALVE, AKRON HEAVY DUTY
195	61770100	1	ACTUATOR, VALVE, SWING HANDLE
196	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
197	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
198	60036010	1	THREADS, NST
199	70525125	1	2.5" DISCHARGE, LEFT - POSITION 2
200	61720100	1	VALVE, AKRON HEAVY DUTY
201	61770100	1	ACTUATOR, VALVE, SWING HANDLE
202	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
203	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
204	60036010	1	THREADS, NST
205	71025130	1	3" DISCHARGE, RIGHT - POSITION 3
206	61720110	1	VALVE, AKRON SLOW CLOSE
207	61770100	1	ACTUATOR, VALVE, SWING HANDLE
208	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
209	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
210	60036010	1	THREADS, NST

Line	Item #	Qty	Item Description/Comments
211	61840260	1	ADAPTER, 3" NST FE X 5" STORZ W/CAP & CHAIN, TFT
212	71025125	1	2.5" DISCHARGE, RIGHT - POSITION 4
213	61720100	1	VALVE, AKRON HEAVY DUTY
214	61770100	1	ACTUATOR, VALVE, SWING HANDLE
215	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
216	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
217	60036010	1	THREADS, NST
218	72230012	1	DISCHARGE 1.5" FRONT BUMPER, 2" PLUMBING (AERIALS)
219	61720100	1	VALVE, AKRON HEAVY DUTY
220	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
221	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
222	60036010	1	THREADS, NST
223	72810000	1	TWO CROSSLAYS 2" VALVE-PIPING 1.5" SWIVEL
224	61720100	2	VALVE, AKRON HEAVY DUTY (2)
225	61770120	2	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS (2)
226	77021015	2	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5" (2)
227	60036010	2	THREADS, NST (2)
228	72910510	1	COVER, VINYL FOR CROSSLAYS (AERIALS)
229	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
230	61742000	1	MASTER PUMP DRAIN, MULTIPOINT
231	61730005	9	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP (9)
232	78521435	1	WATERWAY CONTROL, 3" VALVE, AKRON 9335 ELECTRIC ACTUATOR
233	61910100	1	WATERWAY DRAIN VALVE, AKRON 1.5" PUSH/PULL CONTROL
234	10310210	1	FOAM SYSTEM
<b>FOAM SYSTEM</b>			
235	73540015	1	FOAM SUPPLY SYSTEM, ELKHART (FOR EXTERNAL EDUCTOR)
236	73540020	1	FOAM EDUCTOR, AKRON 125 GPM EXTERNAL

Line	Item #	Qty	Item Description/Comments
237	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
238	10310220	1	PUMP PANEL
<b>PUMP PANEL</b>			
239	74920310	1	MT SM1 - SIDE MOUNT PUMP PANEL
240	74930500	1	PANEL FINISH, BLACK VINYL
241	74931000	1	ESCUTCHEON PLATES
242	74931050	1	COLOR CODING
243	74931210	1	PUMP MODULE FRAMEWORK, NON-PAINTED
244	74931310	1	PUMP FINISH, PAINTED BY PUMP MFG
245	74931520	1	PLUMBING FINISH, NON-PAINTED
246	75510200	1	PUMP OPERATOR LIGHTS, WELDON 2631 LED
247	75530100	1	PUMP PANEL LIGHTS OFFICER'S SIDE, WELDON 2631 LED
248	76010105	1	PUMP PANEL GAUGES & CONTROLS
249	60028050	1	PUMP PRIMER, TRIDENT, AIR
250	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
251	76025100	1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)
252	76031950	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL, WITH 25' OF HOSE
253	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
254	76521065	1	GAUGES, MASTER, INNOVATIVE CONTROLS TC SERIES, 6"
255	77510050	1	GAUGE, WATER LEVEL, INNOVATIVE CONTROLS SL-14
256	77540100	1	GAUGE, FOAM LEVEL, INNOVATIVE CONTROLS SL-14
257	10310230	1	WATER TANK
<b>WATER TANK</b>			
258	83525200	1	WATER TANK BRAND, UPF
259	83520425	1	WATER TANK, 500 GAL, POLY
260	10310300	1	BODY
<b>BODY</b>			

Line	Item #	Qty	Item Description/Comments
261	10295330	1	~BODY SURCHARGE
262	80126040	1	BODY SAA-4, LEFT HIGH / RIGHT INTERMED / TRANS
263	80030001	1	STAINLESS STEEL SUBFRAME FOR BODY, SINGLE AXLE AERIALS
264	10310302	1	BODY COMPARTMENTS
<b>BODY COMPARTMENTS</b>			
265	81165705	1	UNISTRUT TRACK IN COMPTS
266	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
267	80220330	1	COMPT DOORS, AMDOR ROLL-UP, SATIN FINISH
268	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
269	80288888	1	SPECIAL ITEM, NO HYDRAULIC GENERATOR, COMPARTMENT IPOS
270	10310305	1	BODY EXTERIOR
<b>BODY EXTERIOR</b>			
271	81320300	1	HOSEBED, SA75, SL75, SP70
272	81410000	1	COVER, VINYL, MAIN HOSE BED
273	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
274	81332020	1	HOSEBED LIGHTING, FRONT, FEDERAL SIGNAL COMPLEX LED LIGHT STRIP
275	81332120	1	HOSEBED LIGHTING, SIDES, FEDERAL SIGNAL COMPLEX LED LIGHT STRIPS
276	81340100	1	HOSEBED ABOVE LEFT SIDE BODY
277	81430100	1	COVER, VINYL, FOR ADDT'L UPPER BODY HOSEBED
278	81910300	1	HANDRAILS, KNURLED STS, 70, 75, & 100
279	82014300	1	STEPS, IC FOLD DOWN W/LIGHT & PULL-OUT (70 & 75)
280	82520000	1	RUB RAILS, EXTRUDED ALUM
281	83010150	1	ALUMINUM TREADPLATE (AERIALS)
282	83030310	1	REAR STEP/TAILBOARD CORNERS, STRAIGHT
283	80231230	1	7 SCBA CYLINDER COMPTS (3 LEFT, 4 RIGHT)
284	80290310	7	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (7)
285	83030610	1	REAR FENDERS, STAINLESS STEEL (AERIALS)

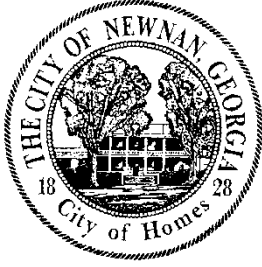
Line	Item #	Qty	Item Description/Comments
286	89020335	1	LADDERS, ALCO-LITE QUINT (MT) 85' 16R', 24'-2sec, 35'-3sec & 10'F
287	89030600	1	LITTLE GIANT LADDER, MODEL 13 7'-11' (1)
288	89530900	1	MOUNTING OF EXTRA LADDER (EACH) (1)
289	89510001	1	LADDER MOUNTING BRACKETS, W/POLISHED ALUM HANDLES
290	89088888	1	SPECIAL ITEM, 18' ROOF LADDER ON DRIVER SIDE OF AERIAL BOOM
291	10310310	1	ELECTRICAL
<b>ELECTRICAL</b>			
292	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
293	84511100	1	BODY ELECTRICAL DESCRIPTION
294	84520000	1	BACK UP ALARM, ECCO SA917
295	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAI/TURN/REVERSE, QUAD HOUSING (PAIR)
296	85110100	1	ICC LIGHTS, LED
297	85510210	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
298	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED
299	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED
300	86600205	1	OPTICAL WARNING SYSTEM, UPPER (SP70)
301	86610100	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 8 MODULES
302	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
303	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
304	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
305	86810310	1	UPPER WARNING LIGHTS, ZONE C (REAR PLATFORM), WHELEN 600 ROTA-BEAM LED, 6RB* (QTY 2)
306	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
307	87100205	1	OPTICAL WARNING SYSTEM, LOWER (SP70)
308	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
309	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
310	87210120	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)

Line	Item #	Qty	Item Description/Comments
311	87812150	1	LOWER, ZONE B - MOUNTING LOCATION (SP70, SP95, SP100, SP110)
312	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
313	87410120	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
314	87814150	1	LOWER, ZONE D - MOUNTING LOCATION (SP70, SP95, SP100, SP110)
315	88390900	1	SCENE LIGHT, FRC SPECTRA 15K, 12V LED, BROW (1)
316	86537816	3	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR) (3)
317	10310400	1	AERIAL
<b>AERIAL</b>			
318	10040230	1	MODEL SP70, AERIAL COMPONENTS
319	10295440	1	~AERIAL SURCHARGE
320	95010400	1	AERIAL PLATFORM, SP70
321	95025010	1	BOOM ASSEMBLY/4-SECTION LADDER CONSTRUCTION
322	95025200	1	LIFTING CYLINDERS
323	95025110	1	EXTENSION & RETRACTION
324	95015100	1	TURNTABLE/ROTATION - SA75/SP70
325	95015200	1	HYDRAULIC SYSTEM - SA75, SP70
326	95015300	1	EMERGENCY AUXILIARY HYDRAULIC MOTOR
327	95015400	1	INTERLOCK - SP70, SA75, SL75
328	95022100	1	JACKS - SCISSORS JACKS
329	95022150	1	AERIAL JACKS ALARM, ECCO DT500
330	95025305	1	CONTROL STATION - SP70
331	95025350	1	CAPACITY RATINGS - SP70
332	95025400	1	DATA PLAQUES - SP70
333	95025500	1	OPERATIONAL TEST - SP70
334	95025602	1	LADDER TEST, THIRD PARTY TESTING
335	95033200	1	WATERWAY - SP70 & SA75
336	95050035	1	AERIAL SPOT LIGHTS – (2) FIRETECH FT-WL-X-5-S-B, LED (SP70)

Line	Item #	Qty	Item Description/Comments
337	95040100	1	PLATFORM - SP70
338	95040200	1	PLATFORM LEVELING SYSTEM
339	95040252	1	PLATFORM DOOR SKIN, FORWARD FACING DIAMONDPLATE (SP70)
340	95040262	1	PLATFORM DOOR SKIN, REARWARD FACING DIAMONDPLATE (SP70)
341	95040400	1	DOUBLE LIFTING EYES (SP70)
342	95050240	1	PLATFORM SPOT LIGHT – (1) FIRETECH FT-WL-X-5-S-B, LED (SP70)
343	95055238	1	MONITORS (1) AKRON 3482 STREAM MASTER2 ELEC RF W/AKRON 5177 NOZZLE & (1) AKRON MANUAL STREAM MASTER2 W/STREAM SHAPER & TIPS (SP70)
344	95059605	1	PLATFORM HANDLINE VALVE, ELKHART 2.5" ELK-O-LITE X-86A (EACH SIDE)
345	95059705	1	MONITOR SHUT-OFF VALVE (DRIVER'S & OFFICER'S SIDE)
346	95060110	1	INTERCOM SYSTEM, FRC ACT 2-STATION (SP70)
347	95065100	1	BREATHING AIR - SP70
348	95065300	1	BREATHING AIR ALARM, FLOYD BELL TUHC-V88R-930-Q
349	10310410	1	PAINT & FINISH
<b>PAINT &amp; FINISH</b>			
350	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)
351	90010050	1	STAINLESS PAINT SCHEME - STS PPRS & MINITOWER
352	90030007	1	TWO TONE CAB
353	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD
354	90030170	1	PAINT FRAME RAILS, FUEL TANK, & LOWER AERIAL COMPONENTS - BLACK (SINGLE AXLE)
355	90030190	1	TEXTURED FRAME RAIL COATING
356	90030031	1	PAINT, TURNTABLE, SIDE PLATES & LIFT CYLINDER SILVER
357	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
358	90510010	1	4" LETTERING , 22K UP TO 40
359	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
360	90630500	1	ONE PIECE "Z" STRIPE (UNDER 11-3/4")
361	90681120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE (Aerial Platforms)
362	90681420	1	CHEVRON STRIPING, REAR PLATFORM OUTBOARD, REFLEXITE



Line	Item #	Qty	Item Description/Comments
363	90688888	1	SPECIAL ITEM, BLACK REFLECTIVE AT TIP OF AERIAL, INSIDE AND OUTSIDE
364	90688888	1	SPECIAL ITEM, BLACK SCOTCHLITE IN RUBRAIL
365	90710200	1	BOOM SIGN, APPROX 63" x 10"
366	90720100	1	6" LETTERING FOR BOOM SIGN
367	10310420	1	EQUIPMENT
<b>EQUIPMENT</b>			
368	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
369	89050500	1	PIKE POLE STORAGE TUBES (3), DRIVER'S SIDE
370	89050510	1	PIKE POLE STORAGE TUBES (3), OFFICER'S SIDE
371	10310600	1	COMPLETION & WARRANTY
<b>COMPLETION &amp; WARRANTY</b>			
372	99010000	1	MANUALS (1-PRINTED & 1-USB) WITH DVD
373	99031195	1	DEALER DELIVERY
374	99520310	1	WARRANTY, ONE YEAR - AERIALS (HILLIARD)
375	99521100	1	WARRANTY, FRAME, LIFETIME
376	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
377	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
378	99521400	1	WARRANTY, PAINT, 10 YR.
379	99521500	1	WARRANTY, AERIAL MECHANICAL, 2 YR.
380	99521600	1	WARRANTY, AERIAL STRUCTURAL, 30 YR.
381	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
382		1	COOPERATIVE PURCHASING AGENCY FEES



## City of Newnan, Georgia - Mayor and Council

**Date:** December 13, 2022

**Agenda Item:** Consideration of the Guaranteed Maximum Price (GMP) Contract Amendment for the redevelopment of the Fire Training Facility; and the approval of an associated budget.

**Prepared by:** Ronda Helton, Program Manager

### **Purpose:**

Newnan City Council may consider the Guaranteed Maximum Price (GMP) Contract Amendment for the redevelopment of the Fire Training Facility on Greison Trail; and the approval of the revised associated budget.

### **Background:**

In 2018, City of Newnan residents approved the SPLOST 2019 referendum, which included a public safety line item for a fire training facility. The original project budget was stated at \$1.7M.

On May 10, 2022 City Council approved the contract award for the Construction Manager at Risk, New South Construction for the redevelopment of the Fire Training Center as a result of proposals received April 12, 2022. On this date Council also approved the budget presented in the amount of \$3,800,000.

Over the next four months; staff, construction team and architect worked diligently to maintain the previously approved budget. However, due to continued inflation in the construction industry; the team was forced to reevaluate the previous established budget in order to construct an efficient, functional and high-quality Fire Training Facility. Fortunately, with the continually increasing SPLOST 2019 revenue, staff is recommending the budget to be increased to \$5M.

On October 25, 2022 City Council approved the pre-order of the Fire Training Burn Building in the amount of \$1,221,423.33. This amount is included in the \$4,520,685 GMP presented. The additional amount requested for approval in the construction contract to finalize the GMP is **\$3,299,261.67**.

The following is representative of the revised budget, as proposed by the City Staff:

<b>Project Budget</b>	
Construction including Burn Building	\$4,520,685
Architectural & Engineering	\$204,120
Testing Services, Surveys, ETC	\$17,000
Furniture Fixtures and Equipment	\$60,000
Owner Contingency	\$198,195
<b>Total Budget</b>	<b>\$5,000,000</b>

### **Funding:**

SPLOST 2019

**Recommendation:**

City staff recommends that the Newnan City Council approve the additional amount of \$3,299,261.67 to finalized GMP Contract in form of an Amendment to the current contract with New South Construction and approve the revised associated budget.

**Attachments:**

1. New South Construction's Guaranteed Maximum Price

**Previous Discussions with Council:**

In 2020, after receiving direction from the Newnan City Council, City Staff engage 2WR Architecture to perform a study of the currently facility, the future needs of the Newnan Fire Department and the ability to provide for a state-of-the-art fire training facility within the City of Newnan. 2WR considered several sites, including the current site and another along Corinth Road. The study results determined that it would be more advantageous to the City of Newnan, as well as the Newnan Fire Department, to utilize the existing site. Newnan City Council participated in the aforementioned site analysis.

City staff issued a Request for Qualifications (RFQ) for architectural services for the engineering and design of the existing facility in 2021.

On July 24, 2021, Newnan City Council approved the contract for architectural/engineering services with 2WR.

On March 18, 2022, City staff issued a RFQ for Construction Manager at Risk to select a firm that can partner with the City of Newnan and 2WR to complete the scoping, design and engineering of the project to ultimately develop a Guaranteed Maximum Price (GMP), which will allow for the successful and timely construction of the Fire Training Facility.

On May 10, 2022, City Council approved the CMAR contract with New South Construction for the redevelopment of the Fire Training Facility.

On October 25, 2022, City Council approved the pre-order of the Fire Training Facility Burn Building in the amount of \$1,221,423.33.

# AIA<sup>®</sup> Document A133<sup>™</sup> – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the 5th day of December in the year 2022, is incorporated into the accompanying AIA Document A133<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of September in the year 2022 (the “Agreement”)  
*(In words, indicate day, month, and year.)*

for the following **PROJECT**:  
*(Name and address or location)*

Fire Training Facility  
473 Greison Trail  
Newnan, GA 30263

**THE OWNER:**  
*(Name, legal status, and address)*

City of Newnan  
25 LaGrange St.  
Newnan, GA 30263

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*  
New South Construction  
1180 W. Peachtree Street  
Suite 700  
Atlanta, GA 30309

### **TABLE OF ARTICLES**

#### **A.1 GUARANTEED MAXIMUM PRICE**

#### **A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

#### **A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

#### **A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Five Hundred Twenty Thousand Six Hundred Eighty Five Dollars (\$ 4,520,685 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

EXHIBIT A – Itemized Statement of GMP

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Quartz Countertop	\$665.00
Ornamental Fence	\$11,500.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(March 1<sup>st</sup> 2023.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

Not later than XXX ( XX ) calendar days from the date of commencement of the Work.

By the following date: 11/9/2023

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Itemized Statement of GMP	12/5/2022	1
Exhibit B	Assumptions and Clarifications	12/5/2022	4
Exhibit C	Project Schedule	11/28/2022	4
Exhibit D	Drawing Log		1
Exhibit E	Fence Layout		1
Exhibit F	Allowances	12/5/2022	1

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

N/A

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Exhibit D

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any: N/A  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design

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reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
Exhibit F	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

Exhibit B

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

<hr/> <p><b>OWNER</b> (Signature)</p> <hr/> <p>(Printed name and title)</p>	 <hr/> <p><b>CONSTRUCTION MANAGER</b> (Signature)</p> <hr/> <p>Rob Dunn Executive Vice President Operations (Printed name and title)</p>
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**Exhibit - A  
Fire Training Facility  
GMP**

<b>Site</b>	<b>12/5/2022</b>
Division 2 - Grading/Utilities	\$357,536
Division 2 - Hardscape/Improvements	\$516,517
Division 3 - Concrete	Removed
Division 4 - Masonry	Removed
Division 5 - Metals	Removed
Design/Pricing Contingency	\$0
<b>Subtotal Site</b>	<b>\$874,053</b>
<b>Burn Building</b>	
Division 2 - Grading	Inc In Other Areas
Division 3 - Concrete	\$185,179
Division 5 - Metals	\$12,500
Division 7 - Thermal & Moisture Prot.	\$10,000
Division 13 - Special Construction	\$1,242,168
Division 16 - Electrical	\$15,000
Design/Pricing Contingency	\$0
<b>Subtotal Burn Building</b>	<b>\$1,464,847</b>
<b>Training Building</b>	
Division 2 - Grading/Utilities	Inc In Other Areas
Division 2 - Hardscape/Improvements	\$0
Division 3 - Concrete	\$76,066
Division 4 - Masonry	\$89,900
Division 5 - Metals	\$150,233
Division 6 - Carpentry	\$7,055
Division 7 - Thermal & Moisture Prot.	\$188,835
Division 8 - Doors & Windows	\$96,180
Division 9 - Finishes	\$163,607
Division 10 - Specialties	\$23,855
Division 12 - Furnishings	\$2,730
Division 15 - Plumbing	\$82,900
Division 15 - Mechanical	\$80,200
Division 16 - Electrical	\$118,963
Design/Pricing Contingency	\$0
<b>Subtotal Training Building</b>	<b>\$1,080,524</b>
<b>Cost of Work Subtotal</b>	<b>\$3,419,424</b>
General Conditions	\$453,300
General Requirements	\$169,075
Building Permit	N/A
Insurances	\$63,742
Subcontractor Default Insurance	\$45,789
Payment & Performance Bond	\$29,844
Pricing/Design Contingency	\$0
CM Contingency (2%)	\$83,623
Contractor Fee (6%)	\$255,888
<b>Total Construction Cost</b>	<b>\$4,520,685</b>



**Assumptions and Clarifications**

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**DIVISION 1 GENERAL CONDITIONS**

1. General Conditions are included based on a schedule of 10 months.
2. The GMP is based on the Contract Documents dated 10/31/2022 provided by 2WR Partners.
3. The GMP assumes all costs related to Material Testing and any Commissioning will be the responsibility of the Owner.
4. Utility costs for permanent services are assumed to be borne by the Owner.
5. All costs for utility impact fees are the responsibility of the Owner.
6. Anticipated weather delay days are included as indicated below. Any weather related delay believed to impact the contract (time and cost) beyond the days in the established chart, will be added to the contract.

**Monthly Anticipated Actual Weather Days (Calendar Days)**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
3	3	3	3	3	3	3	3	3	3	3	3

**DIVISION 2 EXISTING CONDITIONS**

1. The GMP assumes all hazardous material removal to be by others. No hazardous materials are anticipated.
2. The GMP excludes any work within the existing roadway.
3. The GMP assumes all materials on site have been removed by the City of Newnan except for the Burn Building.
4. The GMP does not include a cost associated with removal or demo of items other than the one listed above.
5. The GMP does not include the relocation of existing utilities including but not limited to telecom data, natural gas, sewer, and water.

**DIVISION 3 CONCRETE**

1. The GMP includes foundations for the burn building based on the current design documents. Confirmation of the burn building concrete scope will be verified once shop drawings are received.
2. The GMP includes elevated concrete slabs based off the preliminary designs by the burn building manufacturer. Final cost and design will be verified once the shop drawings have been received.
3. The GMP includes an Allowance of \$65,300 for the Draft Pit. This includes concrete, waterproofing, and pit doors.

**DIVISION 4 MASONRY**

1. The GMP includes a \$350/thousand Brick Allowance.
2. The GMP includes a \$14.50/bag allowance for mortar.

**DIVISION 5 METALS**

1. No exceptions taken.

#### DIVISION 6 CARPENTRY

1. The GMP assumes all base and upper cabinets to be MDF with white melamine on the interior, with an acrylic solid surface top.

#### DIVISION 7 THERMAL AND MOISTURE PROTECTION

1. The GMP includes Berridge 24 gauge Zee-Lock standing seam metal roofing with a 2” seam height and panel width of 16”.
2. The GMP includes all metal roofing in manufacturers standard colors.
3. The GMP has assumed no fireproofing will be required.

#### DIVISION 8 DOORS & WINDOWS

1. The GMP includes all prefinished wood doors on the interior of the training building as Plain Sliced African Mahogany.
2. The GMP includes all door frames as knock down frames.
3. The GMP assumes that fire-rated glass will not be required.
4. The GMP includes Oldcastle storefront center set with a Dark Bronze Anodized finish.
5. The GMP includes storefront elevation A & B as a 6” system.
6. The GMP includes an insulated overhead coiling door in manufacturers standard colors with manual operation.

#### DIVISION 9 FINISHES

1. The GMP includes ACT as an Armstrong 2x2 Ultima.
2. The GMP includes one paint color for the soffits and trim.
3. The GMP includes two sealing coats at the sealed concrete flooring.
4. The GMP includes integral epoxy cove base in lieu of rubber base at the epoxy flooring.

#### DIVISION 10 SPECIALTIES

1. The GMP includes Mason Corp “EZ-Lok” flat soffit overhead supported entry canopy in standard manufacturers baked enamel finished with Eastern metal extruded aluminum at 12” x 5” x .160 gutter.

#### DIVISION 11 EQUIPMENT

1. The GMP assumes all equipment will be by others.

#### DIVISION 12 FURNISHINGS

2. The GMP assumes that all FF&E will be furnished and installed by others.
3. The GMP includes manual Hunter Douglas Phifer Sheerweave 7100 in 0 % Openness for the Blackout roller shades in Classroom 100.
4. The GMP includes manual Hunter Douglas GlacierScreen + Basketweave; 3% Openness for the Light Filtering roller shades.

### DIVISION 13 SPECIAL CONSTRUCTION

1. The GMP includes the burn building, shipping, taxes, and complete installation. The budget is based off of the WHP 4<sup>th</sup> Alarm 4 Story Building, per Chief Steven recommendation. Shop drawings will be provided when received from the manufacturer.
2. The GMP does not include any cost associated with the future pole barn.

### DIVISION 21 FIRE PROTECTION

1. The GMP does not include a fire protection system.

### DIVISION 22 PLUMBING

1. The GMP includes 150' of 1" underground gas line to the burn building.
2. The GMP includes bringing in domestic water from 5' outside the building.
3. The GMP does not include domestic water at the burn building.

### DIVISION 23 MECHANICAL

1. The GMP assumes that seismic restraints are not required.
2. The GMP includes heats pumps as 25HC in lieu of the 28HC as model numbers have changed.
3. The GMP includes ductless systems as 38MAR in lieu of 38MAQ as model numbers have changed.

### DIVISION 26 ELECTRICAL

1. The GMP assumes lightning protection systems are not required.
2. The GMP assumes all site lighting will be by others.
3. The GMP includes 100' of telecom conduit.
4. The GMP assumes the transformer will be set by the local utility provider and power will be run to it.
5. The GMP assumes taking power from the transformer to the building.
6. The GMP assumes carrying one electrical run to the burn building.
7. The GMP assumes all fire alarm will be by the City/APS. The GMP includes rough-in only for this.
8. The GMP includes Telecom/Data from the stub up in the electrical room.
9. The GMP assumes all access control will be by the City of Newnan.
10. The GMP includes MC Cable in the Training Building for conductors as allowed by code.

### DIVISION 31 EARTHWORK AND UTILITIES

1. The GMP assumes that moisture adjustments to the soil are not required.
2. The GMP does not include any unforeseen subsurface obstruction such as rock, buried debris, or unsuitable soils.
3. The GMP assumes that a tree recompense will not be required.

4. The GMP does not include any work associated with the existing fuel tanks.
5. The GMP does not include any work with existing gas lines. Relocation of the existing gas line and meters is assumed to be by the City of Newnan.
6. The GMP does not include the domestic water tap, meter, and the associated line to within 5' of the classroom building.
7. The GMP includes hauling of excess material to a City provided dump location. The GMP does not include any fees or stabilization associated with the haul and dumping of excess material. The approximate volume of excess haul material is 1,000cy.

#### DIVISION 32 EXTERIOR IMPROVEMENTS

1. The GMP includes an Allowances of \$2,500 for a ground set flagpole.
2. The GMP includes all vehicular striping as white striping for the driving course.
3. The GMP assumes all landscaping and topsoil is by others.
4. The GMP includes the fencing along the front of the site as Ameristar Aluminum Black Fence in lieu of security fencing detailed in the design drawings.
5. The GMP included all other fences as 6' tall black vinyl coated chain link fence.
6. The GMP includes all gates as manual operation.

#### ADD-ON ITEMS

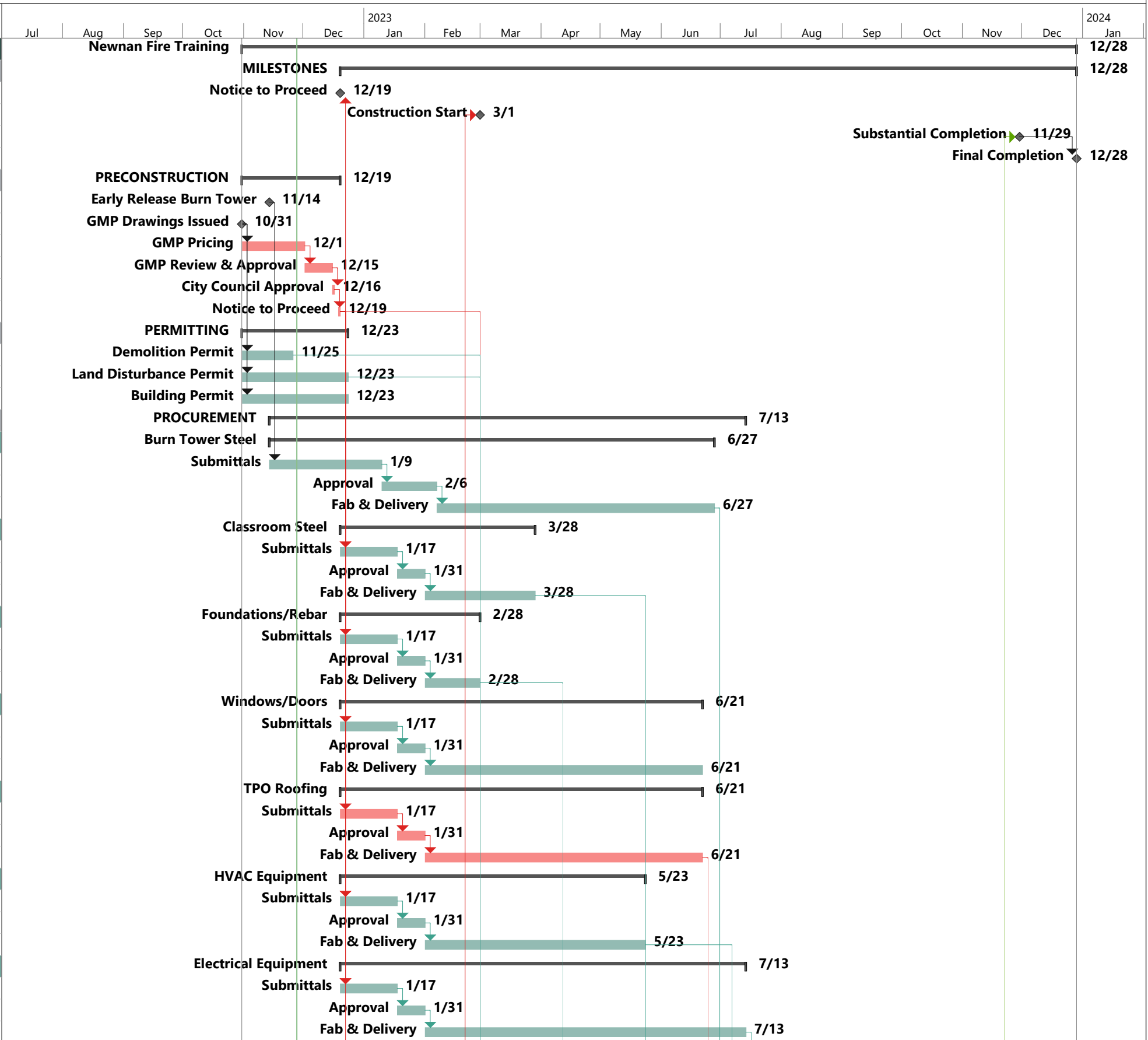
1. Contingencies are included as follows:
  - a. 2% CM Contingency.
2. The following bonds and insurances are included:
  - a. Payment and performance bonds.
  - b. Builder's risk insurance at a rate of 0.110%.
  - c. General liability insurance at a rate of 1.3%.
  - d. Subcontractor default insurance at a rate of 1.35%.
3. The GMP assumes that the costs for all utility related Impact Fees are provided by the Owner.
4. The GMP assumes that the costs for all water and sewer tap and meter fees are provided by the Owner.

Exhibit C - Project Schedule

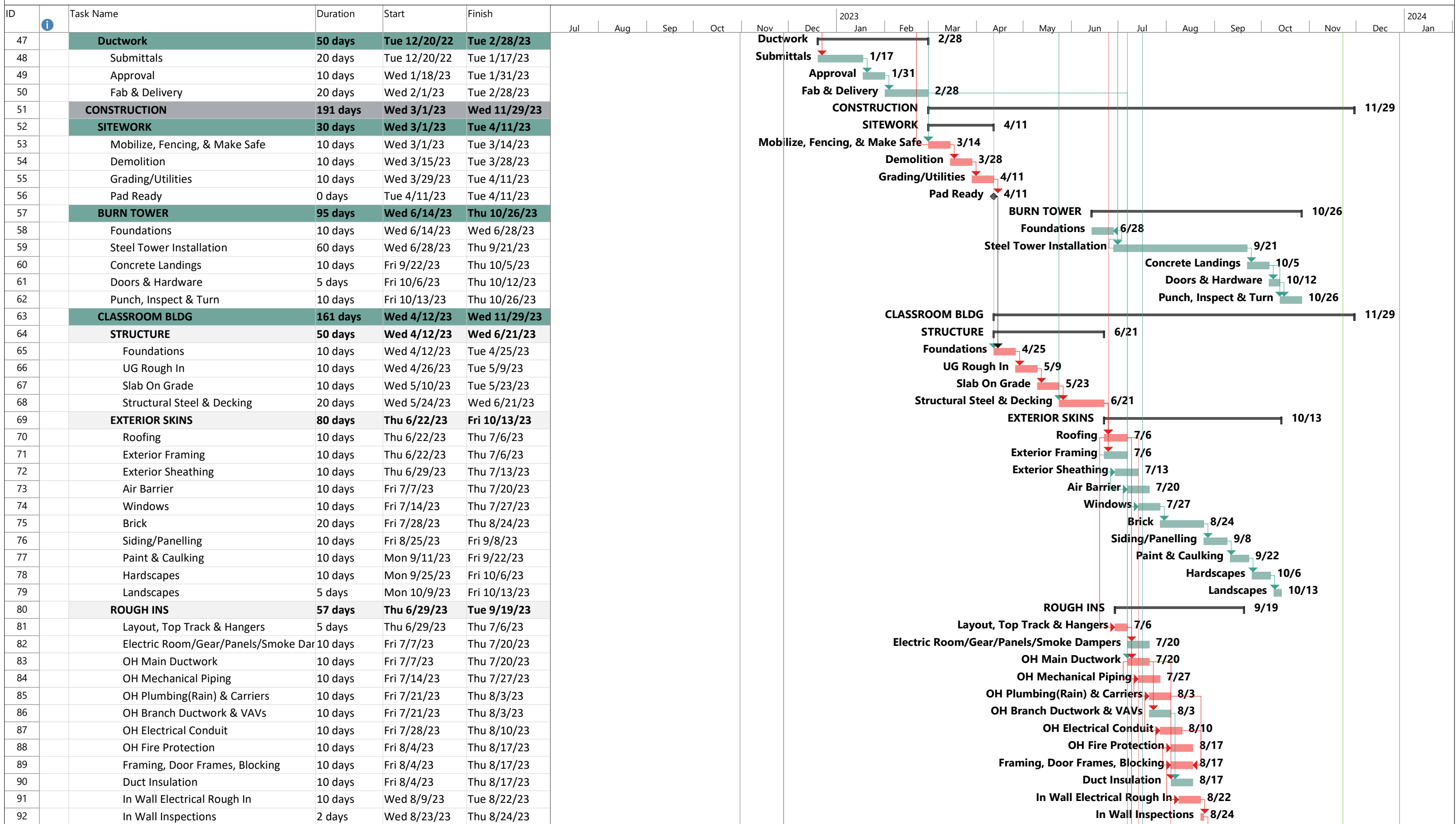
Newnan Fire Training  
Preliminary Schedule



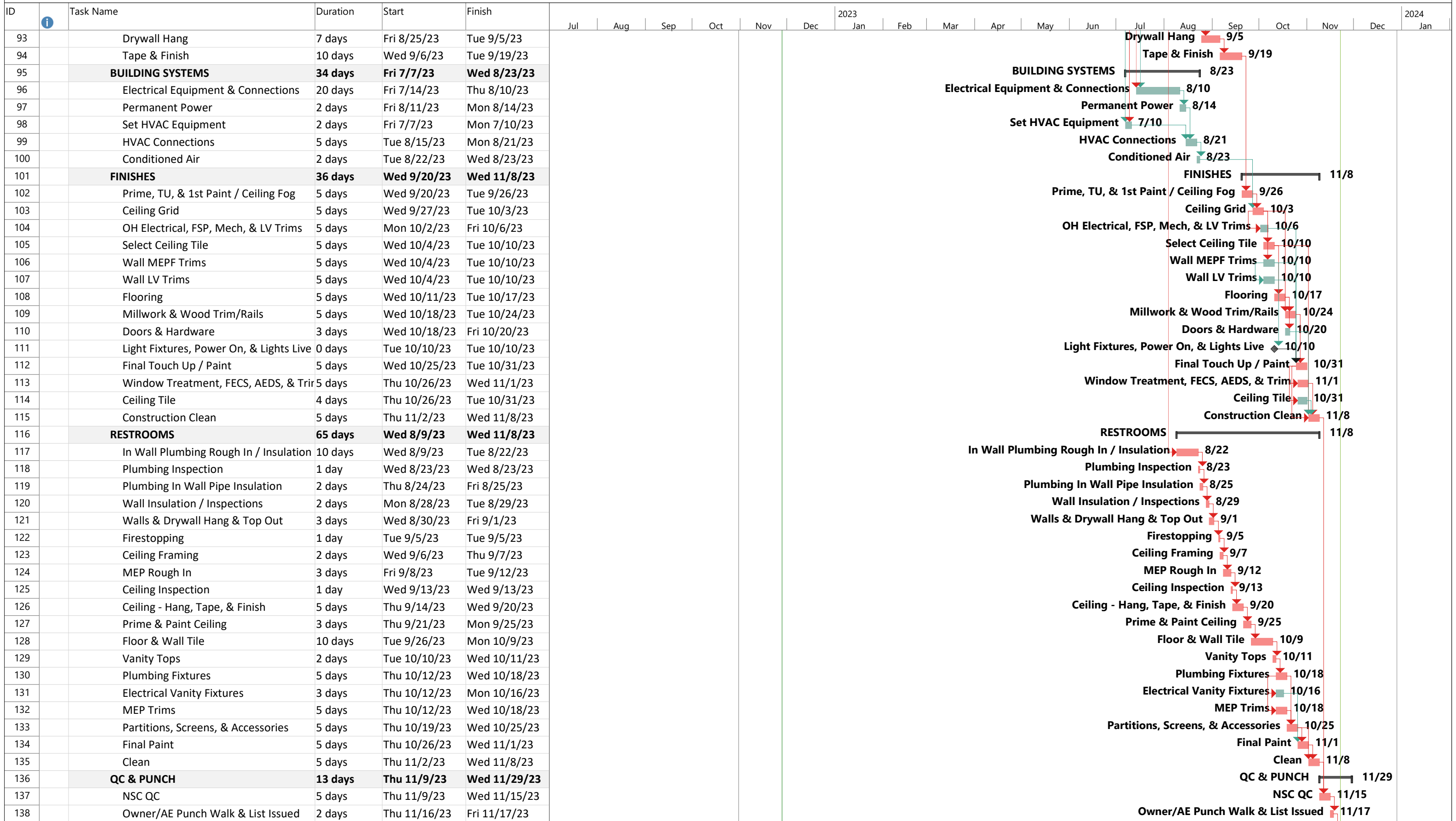
ID	Task Name	Duration	Start	Finish
1	<b>Newnan Fire Training</b>	<b>297 days</b>	<b>Mon 10/31/22</b>	<b>Thu 12/28/23</b>
2	<b>MILESTONES</b>	<b>261 days</b>	<b>Mon 12/19/22</b>	<b>Thu 12/28/23</b>
3	Notice to Proceed	0 days	Mon 12/19/22	Mon 12/19/22
4	Construction Start	0 days	Wed 3/1/23	Wed 3/1/23
5	Substantial Completion	0 days	Wed 11/29/23	Wed 11/29/23
6	Final Completion	0 days	Thu 12/28/23	Thu 12/28/23
7	<b>PRECONSTRUCTION</b>	<b>36 days</b>	<b>Mon 10/31/22</b>	<b>Mon 12/19/22</b>
8	Early Release Burn Tower	0 days	Mon 11/14/22	Mon 11/14/22
9	GMP Drawings Issued	0 days	Mon 10/31/22	Mon 10/31/22
10	GMP Pricing	24 days	Mon 10/31/22	Thu 12/1/22
11	GMP Review & Approval	10 days	Fri 12/2/22	Thu 12/15/22
12	City Council Approval	1 day	Fri 12/16/22	Fri 12/16/22
13	Notice to Proceed	1 day	Mon 12/19/22	Mon 12/19/22
14	<b>PERMITTING</b>	<b>40 days</b>	<b>Mon 10/31/22</b>	<b>Fri 12/23/22</b>
15	Demolition Permit	20 days	Mon 10/31/22	Fri 11/25/22
16	Land Disturbance Permit	40 days	Mon 10/31/22	Fri 12/23/22
17	Building Permit	40 days	Mon 10/31/22	Fri 12/23/22
18	<b>PROCUREMENT</b>	<b>171 days</b>	<b>Mon 11/14/22</b>	<b>Thu 7/13/23</b>
19	<b>Burn Tower Steel</b>	<b>160 days</b>	<b>Mon 11/14/22</b>	<b>Tue 6/27/23</b>
20	Submittals	40 days	Mon 11/14/22	Mon 1/9/23
21	Approval	20 days	Tue 1/10/23	Mon 2/6/23
22	Fab & Delivery	100 days	Tue 2/7/23	Tue 6/27/23
23	<b>Classroom Steel</b>	<b>70 days</b>	<b>Tue 12/20/22</b>	<b>Tue 3/28/23</b>
24	Submittals	20 days	Tue 12/20/22	Tue 1/17/23
25	Approval	10 days	Wed 1/18/23	Tue 1/31/23
26	Fab & Delivery	40 days	Wed 2/1/23	Tue 3/28/23
27	<b>Foundations/Rebar</b>	<b>50 days</b>	<b>Tue 12/20/22</b>	<b>Tue 2/28/23</b>
28	Submittals	20 days	Tue 12/20/22	Tue 1/17/23
29	Approval	10 days	Wed 1/18/23	Tue 1/31/23
30	Fab & Delivery	20 days	Wed 2/1/23	Tue 2/28/23
31	<b>Windows/Doors</b>	<b>130 days</b>	<b>Tue 12/20/22</b>	<b>Wed 6/21/23</b>
32	Submittals	20 days	Tue 12/20/22	Tue 1/17/23
33	Approval	10 days	Wed 1/18/23	Tue 1/31/23
34	Fab & Delivery	100 days	Wed 2/1/23	Wed 6/21/23
35	<b>TPO Roofing</b>	<b>130 days</b>	<b>Tue 12/20/22</b>	<b>Wed 6/21/23</b>
36	Submittals	20 days	Tue 12/20/22	Tue 1/17/23
37	Approval	10 days	Wed 1/18/23	Tue 1/31/23
38	Fab & Delivery	100 days	Wed 2/1/23	Wed 6/21/23
39	<b>HVAC Equipment</b>	<b>110 days</b>	<b>Tue 12/20/22</b>	<b>Tue 5/23/23</b>
40	Submittals	20 days	Tue 12/20/22	Tue 1/17/23
41	Approval	10 days	Wed 1/18/23	Tue 1/31/23
42	Fab & Delivery	80 days	Wed 2/1/23	Tue 5/23/23
43	<b>Electrical Equipment</b>	<b>145 days</b>	<b>Tue 12/20/22</b>	<b>Thu 7/13/23</b>
44	Submittals	20 days	Tue 12/20/22	Tue 1/17/23
45	Approval	10 days	Wed 1/18/23	Tue 1/31/23
46	Fab & Delivery	115 days	Wed 2/1/23	Thu 7/13/23



Newnan Fire Training  
Preliminary Schedule



Newnan Fire Training  
Preliminary Schedule





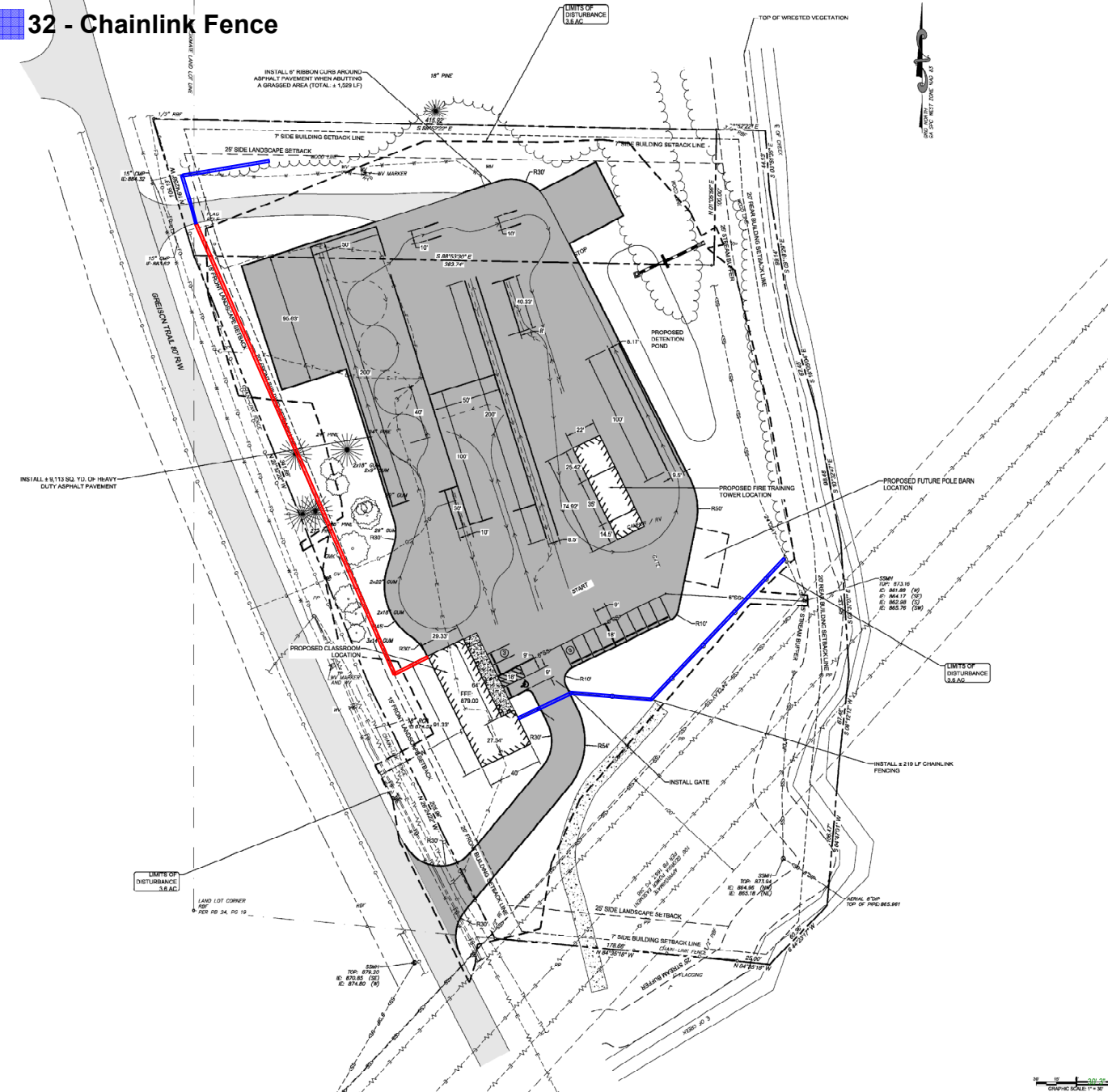


**Exhibit D - Drawing Log****DRAWINGS**

<b>SHEET #</b>	<b>SHEET NAME</b>	<b>DATE</b>
T1.1	COVER SHEET	10/31/2022
T1.2	GENERAL NOTES & LEGENDS	10/31/2022
LS1.1	FIRST FLOOR SAFETY PLAN	10/31/2022
C1.0	GENERAL NOTES & LEGENDS	9/30/2022
C2.0	EXISTING CONDITIONS	9/30/2022
C3.0	SITE & STAKING PLAN	9/30/2022
C3.0	SITE & STAKING PLAN	9/30/2022
C4.0	UTILITY PLAN	9/30/2022
C5.0	PAVING, GRADING, & DRAINAGE PLAN	10/17/2022
C6.0	CONSTRUCTION DETAILS	9/30/2022
C6.1	CONSTRUCTION DETAILS	9/30/2022
EC1.0	EROSION & SEDIMENTATION CONTROL PLAN COVER	9/30/2022
EC2.0	INITIAL EROSION & SEDIMENTATION CONTROL PLAN	9/30/2022
EC3.0	INTERMEDIATE EROSION & SEDIMENTATION CONTROL PLAN	9/30/2022
EC4.0	FINAL EROSION & SEDIMENTATION CONTROL PLAN	9/30/2022
EC5.0	EROSION & SEDIMENTATION CONTROL NOTES	9/30/2022
EC5.1	EROSIN & SEDIMENTATION CONTROL NOTES	9/30/2022
EC6.0	EROSION & SEDIMENTATION CONTROL DETAILS	9/30/2022
A1.1	FLOOR PLAN AND FINISH PLAN	10/31/2022
A1.2	REFLECTED CEILING PLAN AND ROOF PLAN	10/31/2022
A2.1	ENLARGED TOILET PLANS, DETAILS & INTERIOR ELEVATIONS	10/31/2022
A4.1	EXTERIOR ELEVATIONS/BUILDING SECTIONS	10/31/2022
A6.1	WALL SECTIONS & DETAILS	10/31/2022
A7.1	SECTIONS AND DETAILS	10/31/2022
A8.1	DOOR SCHEDULE & WINDOW SCHEDULES & DETAILS	10/31/2022
S0.1	GENERAL NOTES	10/31/2022
S0.2	SPECIAL INSPECTIONS	10/31/2022
S1.1	FOUNDATION PLANS	10/31/2022
S2.1	ROOF FRAMING PLAN	10/31/2022
S4.1	FOUNDATION SECTIONS	10/31/2022
S4.2	FRAMING SECTIONS	10/31/2022
S5.1	BRACING ELEVATIONS & SECTIONS	10/31/2022
P1.1	FLOOR PLAN PLUMBING	10/31/2022
P2.1	PLUMBING SCHEDULE AND DETAILS	10/31/2022
P3.1	PLUMBING NOTES AND SPECS	10/31/2022
M1.1	FLOOR PLAN MECHANICAL	10/31/2022
M2.0	MECHANICAL SCHEDULES AND DETAILS	10/31/2022
M3.0	MECHANICAL SCHEDULES AND DETAILS	10/31/2022
E1.1	FLOOR PLAN ELETRICAL	10/31/2022
E2.1	ELECTRICAL SCHEDULES AND DETAILS	10/31/2022
FS1.1	FLOOR PLAN - SPRINKLER	10/31/2022
FS2.1	SPRINKLER - SCHEDULE AND DETAILS	10/31/2022

Exhibit - E

- 31 - Aluminum Fence
- 32 - Chainlink Fence



**SITE INFORMATION:**  
 ADDRESS: 373 GREYSON TRAIL  
 NEWNAN, COWETA COUNTY, GEORGIA  
 PROPERTY AREA: 48.2 ACRES  
 PROPERTY ZONING: RU-2 - TOWNHOUSE  
 RESIDENTIAL  
**PARKING NOTE:**  
 PARKING REQUIRED:  
 1 SPACE PER 300 SQ. FT. (FLOOR AREA)  
 2 MAX. SQ. FT. (200 SQ. FT.) = 10 SPACES  
**PARKING PROVIDED:**  
 11 STANDARD SPACES  
 11 HANDICAPPED SPACES  
 12 TOTAL SPACES

**BUFFERS & SETBACKS:**  
**SETBACKS:**  
 FRONT: 20' FROM PROPERTY LINE  
 SIDE: 7'  
 REAR: 20'  
**LANDSCAPE BUFFERS:**  
 FRONT: 10'  
 SIDE: 20'  
 REAR: NONE  
 \*NOTE: THERE IS A 20' STREAM BUFFER OBSERVED ALONG THE EASTERNMOST BOUNDARY OF THE PROPERTY.

- SITE LAYOUT AND STAKING NOTES**
- THE CONTRACTOR SHALL PROVIDE THREE WORKING DAYS NOTICE TO THE UTILITIES PROTECTION CENTER BY CALLING 811 IN ORDER TO LOCATE UTILITIES PRIOR TO STARTING ANY EXCAVATION OR CONSTRUCTION.
  - THE SIZES AND/OR LOCATIONS OF UNDERGROUND UTILITIES, IF NOTTED ON THE DRAWINGS, ARE BASED ON INFORMATION AVAILABLE. NO EXCAVATIONS WERE MADE TO LOCATE OR IDENTIFY BURIED UTILITIES OR STRUCTURES. AS SUCH LOCATIONS OF UNDERGROUND UTILITIES AND STRUCTURES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY VARY FROM LOCATIONS SHOWN ON THE DRAWINGS. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO STARTING ANY WORK THAT MAY CAUSE DAMAGE TO UTILITIES.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY UTILITY LINE OR STRUCTURE ENCOUNTERED, WHETHER OR NOT SHOWN ON THE DRAWINGS AND/OR LOCATED IN THE FIELD. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY UTILITIES DAMAGED DURING DEMOLITION AND/OR CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
  - THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING WORK AND SHALL BE RESPONSIBLE FOR THE PROPER FIT OF ALL COMPONENTS. SOME DIMENSIONS AND CONDITIONS MAY VARY; NOTIFY ENGINEER IN WRITING OF ANY DISCREPANCIES OR CONFLICTS.
  - OWNER/HATCHOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, BUFFERS, ETC. PRIOR TO COMMENCEMENT OF CONSTRUCTION.
  - CONTRACTOR SHALL CAREFULLY EXAMINE ALL DOCUMENTS AND THE CONSTRUCTION SITE TO OBTAIN FIRST HAND KNOWLEDGE OR EXISTING CONDITIONS.
  - ALL DIMENSIONS ARE MEASURED TO BACK OF CURB WHERE CURB & GUTTER IS PRESENT. ALL OTHER DIMENSIONS ARE MEASURED TO EDGE OF PAVEMENT UNLESS NOTED OTHERWISE. CONTRACTOR IS TO COORDINATE WITH THE ARCHITECTURAL PLANS AS TO THE BUILDING LAYOUT AND DIMENSIONS.
  - ALL NEW ASPHALT AND/OR CONCRETE PAVING SHALL HAVE A SMOOTH TRANSITION TO EXISTING PAVEMENT.
  - ALL SIGNS AND UTILITY MARKERS REMOVED/DISTURBED DURING CONSTRUCTION SHALL BE RE-INSTALLED UNLESS NOTED OTHERWISE ON PLANS.
  - ALL HANDICAPPED ACCESSIBLE SITE IMPROVEMENTS AND LEGAL HANDICAPPED PARKING SPACES AND ACCESSIBLE ROUTES SHALL CONFORM WITH THE AMERICANS WITH DISABILITY ACT DESIGN GUIDELINES AND SPECIFICATIONS, LATEST EDITION, AND ANY ADDITIONAL FEDERAL, STATE, AND LOCAL CODES, REQUIREMENTS, AND REGULATIONS.
  - ALL PARKING STRIPING SHALL BE 5' PAINTED WHITE UNLESS NOTED OTHERWISE. ALL PAINT TO BE WATER-BORNE TRAFFIC PAINT THAT IS ENVIRONMENTALLY FRIENDLY.
  - ALL STRIPING AND SIGNS SHALL CONFORM WITH THE STATE'S DEPARTMENT OF TRANSPORTATION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
  - AT THE END OF EACH DAY'S WORK, REMOVE/RELOCATE ANY DEBRIS AND/OR CONSTRUCTION MATERIALS THAT IS NOT WITHIN THE CONTRACTOR CONSTRUCTION LIMITS.
  - ALL PROPOSED AND EXISTING PAVEMENT AND CURBS TO REMAIN SHALL BE PROTECTED. IF DAMAGED IT SHALL BE REPLACED PROMPTLY TO MEET STATE AND LOCAL REQUIREMENTS AT THE CONTRACTOR'S EXPENSE.
  - CONTRACTOR IS REQUIRED TO NOTIFY ENGINEER IN WRITING OF ANY DISCREPANCIES OR CONFLICTS ENCOUNTERED DURING CONSTRUCTION ACTIVITIES.

**HATCH LEGEND:**

	EXISTING ASPHALT		EXISTING CONCRETE
	HEAVY DUTY ASPHALT PAVEMENT		PROPOSED BUILDING OUTLINE

**2WR**  
 CONSULTING ENGINEERS  
 11 Ninth Street  
 Suite 120  
 Columbus, GA 31901  
 P. (706) 571-6923  
 F. (706) 571-6928



**NEWNAN, GEORGIA  
 FIRE TRAINING FACILITY**

GREYSON TRAIL  
 NEWNAN, GEORGIA

**PRICING SET**

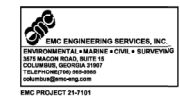
Project Number: 21-750  
 Date: 9/30/2022  
 Drawn By: TGF  
 Checked By: CEB  
 Revisions:

**Sheet Description**

**SITE & STAKING PLAN**

**Sheet Number**

C3.0



FILE PATH: C:\2022\12\17\101\2WR-NEWNAN FIRE TRAINING CENTER\WG01-7-10\01\_001.DWG  
 PRINTED: 9/30/2022 12:58 PM

## Exhibit - F

Newnan Fire Training Facility  
GMP Pricing

12/5/2022

### Allowances

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1. Draft Pit \$65,300. (Concrete, Top, Waterproofing)
2. Brick \$350/thousand.
3. Mortar \$14.50/bag.
4. Ground Set Flagpole \$2,500.



## City of Newnan, Georgia - Mayor and Council

Date: December 13, 2022

Agenda Item: Contract Award Consideration for LINC I-85 Pedestrian Bridge Slope Repair

Prepared and Presented by: Hasco Craver, Assistant City Manager

### **Purpose:**

Newnan City Council may consider and award a contract for a qualified firm to perform construction services related to the repair of the western slope along the LINC I-85 Pedestrian Bridge Slope.

### **Background:**

The City of Newnan, in constructing the LINC I-85 Pedestrian Bridge, assumed responsibility for routine inspections and perpetual maintenance. As a result, the City of Newnan engaged Heath & Lineback Engineers, Inc. to perform a Bridge Inspection Report in August 2022. While performing the inspection, erosion of the western slope at Bent 1 was identified.

Immediately thereupon, City Staff contacted members of the PATH Foundation, who continue to serve as LINC project consultants/construction managers for the City of Newnan's LINC system.

Members of the PATH team engaged Georgia & West, Inc. as well as Lewallen Construction for technical expertise and temporary and permanent corrective insight. The aforementioned firms served as the original project engineer and contractor during the construction of the LINC section that includes the I-85 Pedestrian Bridge. After several meetings on site, Lewallen construction installed temporary erosion measures to mitigate the observed erosion. Additionally, John Bass, an engineer with the Georgia & West, Inc. firm, designed a slope repair that would permanently mitigate the erosion condition described herein.

Upon completion of the design, the City of Newnan made application to the Georgia Department of Transportation (GDOT) for an encroachment permit to perform needed repairs to the LINC I-85 Pedestrian Bridge Slope. The City of Newnan was granted an encroachment permit in November 2022.

The City of Newnan, on November 9, 2022, released an Invitation to Bid (ITB) for LINC I-85 Pedestrian Bridge Slope Repair.

The City of Newnan received proposals from three firms. Please see the list of responding firms below:

Hasbun Construction  
410 North Main Street  
Alpharetta, Georgia 30009

Lewallen Construction Company, Inc.  
151 Bells Ferry Lane  
Marietta, Georgia 30066

Southeastern Site Development  
14 East Gordon Road  
Newnan, Georgia 30263

Upon receipt of proposals, City staff performed a detailed investigation of each firm's wherewithal, project understanding, and previous and similar project experience and proposal responsiveness.

**Funding:**

1. SPLOST 2019

**Recommendation:**

As a result of reviewing the qualified and fully responsive submitted proposal, City Staff is recommending that the City Council award a contract to Lewallen Construction in the amount of \$67,900.00 for the construction of LINC I-85 Pedestrian Bridge Slope Repairs.

The recommendation herein is primarily based upon the following elements:

- Firm's responsiveness; and
- Firm's experience constructing similar facilities in the region; and
- Firms' submitted price

**Attachments:**

1. Bid Tabulation
2. Heath & Lineback, Inc. Bridge Inspection Report (August 2022)
3. Georgia & West, Inc. GDOT approved LINC I-85 pedestrian bridge slope repair design

**Previous Discussions with Council:**



The Newnan City Council, beginning in 2016, discussed their desire to fund, locate and construct a multi-use path system within the City of Newnan. Numerous additional meetings have taken place over time to actualize the construction of the LINC. Over time, City staff has overseen the successful construction and maintenance of roughly 5.5 miles of multi-use trail in Newnan.



# City of Newnan, Georgia

## BID OPENING: I-85 LINC Pedestrian Bridge Slope Repair Services November 29, 2022 2:00PM EST

BIDDER	BID AMOUNT	COMMENTS
Lewallen Construction	\$67,900.00	
Hasbun Construction	\$102,680.51	
Southeastern Site Development, Inc.	\$162,401.12	

BIDS OPENED BY  



# Heath & Lineback Engineers, Inc.

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



## **BRIDGE INSPECTION REPORT**

**Newnan Link Pedestrian Bridge over I-85, Newnan, GA 30265**

Latitude:33.380870, Longitude:-84.756819

**Revised 12/2/2022**



**SERVICES PERFORMED:**

Heath & Lineback Engineers performed visual inspections, documented visible deficiencies, took field measurements and photographs of the bridge that carries the Newnan Link Multi-Use Path over I-85, located just east of downtown Newnan.

**BRIDGE STRUCTURE CONSISTS OF:**

- The existing bridge consists of three prefabricated truss spans. Spans 1 and 3 are 31'-1½" Pratt trusses. Span 2 is a 201'-0" long "crossbow" truss. The 12' wide deck is poured in place concrete with structural stay-in-place forms.
- Span 2 minimum Vertical Clearance = 17'-6", Span 3 minimum Vertical Clearance = 18'-1"
- All substructure is cast-in-place concrete.
- An electrical service line for the lighted NEWNAN signs is attached to the bridge.

**FINDINGS:**

After a visual inspection of the bridge and surrounding area, the following are our observations:

- Localized areas of damage to painted surfaces, primarily at bolted field splices of main truss.
- Large void in grout pad noted at Intermediate Bent 3, Span 2, left bearing.
- Large area of erosion between end Bent 1 and Intermediate Bent 2. Area measures 12' at the widest point is 21' long and 9' at the deepest point.
- Evidence of water intrusion noted on underside of deck. Water infiltration will cause rapid deterioration of the stay-in-place forms.
- Minor hairline cracks noted in top of deck. Cracks are primarily concentrated at the vertical members of the main span.

**EVALUATION:**

<b>Deck</b>			
<b>NBIS Condition</b>	7 – Good Condition	<b>Material:</b>	Concrete
<b>Deck Wearing Surface</b>	None		
Minor hairline cracking.			

<b>Superstructure</b>			
<b>NBIS Condition</b>	7 – Good Condition	<b>Material:</b>	Steel
Minor loss of protective coating at field splices.			

<b>Substructure</b>			
<b>NBIS Condition</b>	7 – Good Condition	<b>Material:</b>	Concrete





**SUMMARY AND RECOMMENDATIONS:**

- The areas of damaged paint should be cleaned and repainted to help prevent further corrosion and rust staining of painted surfaces.
- Bearing grout pad at Bent 3 should be repaired or replaced.
- Water intrusion along the edge of deck should be addressed. Recommend sealing top of deck, including top leg of edge channel.
- Repair erosion at Bent 1.

*Element Data*

State Code	Structure Number	Element	EN	EPN	Total QTY	CS1	CS2	CS3	CS4
13	077-	Deck (SF)	12		3339	3000	339		
13	077-	Truss (LF)	120		279	279			
13	077-	Pier wall (LF)	210		32	32			
13	077-	Abutment (LF)	215		32	32			
13	077-	Assembly Without Seal (LF)	305		48	48			
13	077-	Movable, Sliding (EA)	311		6	5		1	
13	077-	Fixed (EA)	313		6	6			
13	077-	Steel Protective Coating (SF)	515	120	11396	11356	40		
13	077-	Concrete Protective Coating (SF)	521	210	1482	1482			

*Defects*

Element	Defect	CS2	CS3	CS4
12 – Reinforced Concrete Deck (SF)	HL – Narrow Cracking at Top of Deck	339		
311 – Movable, Sliding Bearing (EA)	Void in Bearing Grout Pad		1	
515 – Steel Protective Coating (SF)	Damage to Painted Surface at Field Splices	40		

All elements and defects have four defined condition states. The severity of multiple distress paths or deficiencies is defined in the AASHTO Manual for each condition state with the general intent of the condition states as follows: Condition State 1 – Good, Condition State 2 – Fair, Condition State 3 – Poor, and Condition State 4 – Severe.



**Condition Situations:**

**Confined Space:** No    **Traffic Control:** Yes    **Underwater Inspection:** No    **Specialized Inspection:** No

**Equipment Used:**

<b>Access Equipment:</b>	Manlift	<b>Topside Boat:</b>	None
<b>Waders:</b>	None	<b>Special Imaging Device:</b>	Binoculars

Inspection Team Leader: Dan Brown, CBI  
Assistant: Joseph Skelton

Reviewed By: Randy Boykin, PE, SE, CBI





**PHOTO DOCUMENTATION:**



Photo 1 - Elevation



Photo 2 – Top of deck looking northeast. Direction of inventory.



Photo 3 – Void in grout pad at Span 2, Bent 3, left bearing



Photo 4 – Typical damaged to protective coating



Photo 5 – Erosion of slope at Bent 1



Photo 6 – Evidence of water intrusion





Photo 7 – Bent 2 & Bent 1

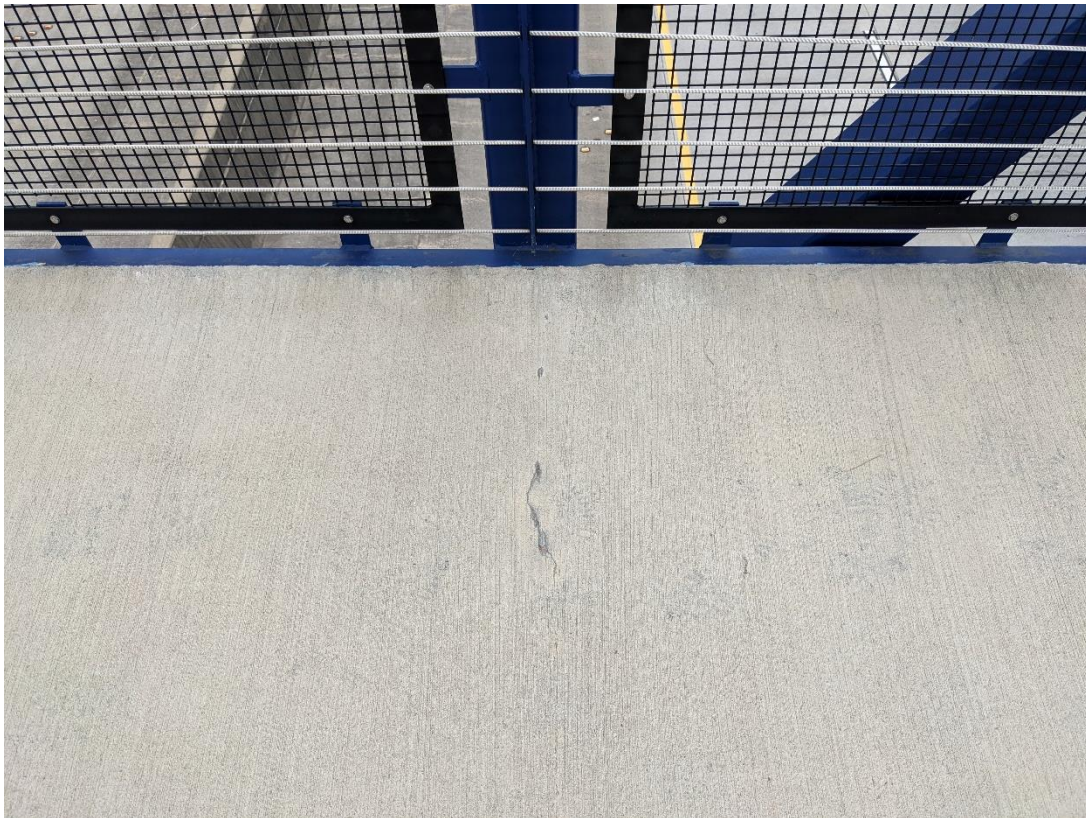


Photo 8 – Detail of top of deck

**SHEET 1 OF 1**

**CONSTRUCTION PLAN**  
**NEWMAN LINC PHASE D**  
**I-85 BRIDGE SLOPE REPAIRS**

LOCATED IN CITY OF NEWMAN  
 LOCALTY COUNTY, GEORGIA

DATE: 10-27-2022  
 JOB NUMBER: 191205  
 DRAWING NO: 008

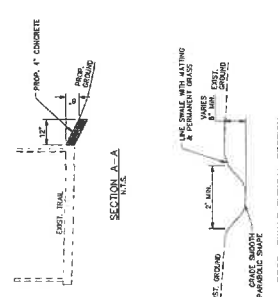
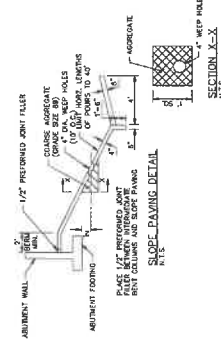
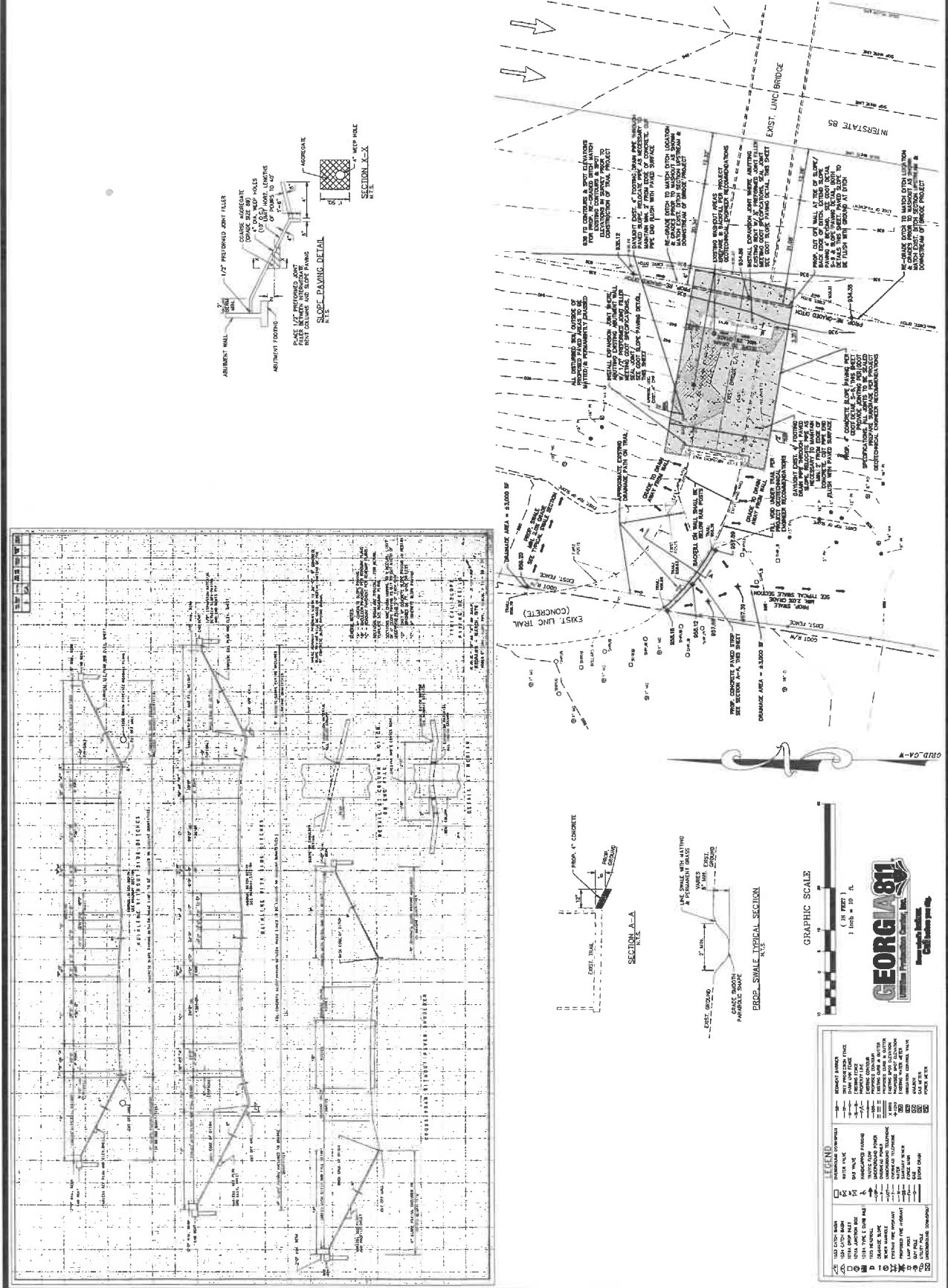
**GEORGIA & WEST, INC.**  
 ENGINEERING • LAND SURVEYING • LAND PLANNING

100 CORPORATE DRIVE  
 CANTON, GA 30115  
 OFFICE (770) 834-1005  
 E-MAIL: info@georgiawest.com

FOR THE PROJECT: I-85 BRIDGE SLOPE REPAIRS  
 PROJECT NO. 191205  
 DRAWING NO. 008  
 DATE: 10-27-2022



NO.	REVISION	DATE
1	ISSUED FOR CONSTRUCTION	10-27-2022
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	



**LEGEND**

1	EXIST. CONC. ROAD	10	EXIST. CONC. DRIVE
2	EXIST. CONC. DRIVE	11	EXIST. CONC. DRIVE
3	EXIST. CONC. DRIVE	12	EXIST. CONC. DRIVE
4	EXIST. CONC. DRIVE	13	EXIST. CONC. DRIVE
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**LEGEND**

1	EXIST. CONC. ROAD	10	EXIST. CONC. DRIVE
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**LEGEND**

1	EXIST. CONC. ROAD	10	EXIST. CONC. DRIVE
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19	EXIST. CONC. DRIVE	19	EXIST. CONC. DRIVE
20	EXIST. CONC. DRIVE	20	EXIST. CONC. DRIVE



## City of Newnan, Georgia - Mayor and Council

Date: December 13, 2022

Agenda Item: Facilities Lease Agreement between the City of Newnan and the African American Alliance, Inc.

Prepared and Presented By: Hasco Craver, Assistant City Manager

Presented By:

---

**Purpose:** Newnan City Council may consider a facilities lease agreement between the City of Newnan and the African-American Alliance, Inc. for the provision of administrative, educational and museum space to support programming at 92 Farmer Street.

**Background:** The City of Newnan has received a request from the African-American Alliance, Inc. to allow for the use of a facility located at 92 Farmer Street, which is adjacent to the Farmer Street Cemetery, for the provision of administrative, educational and museum space to support programming relevant to the organization's mission.

Agreement items of particular interest:

- The initial term of the lease must be considered by the City Council; and
- There exists an automatic annual renewal provision; and
- Facilities shall be staffed, operated and open at least fifteen (15) per week; and
- The African-American Alliance, Inc. is responsible for raising funds to operate programs; and
- The African-American Alliance, Inc. responsible for telephone, cable and internet service; and
- The African-American Alliance, Inc. is responsible for utilities (water, sewer, electricity); and
- The City will provide reasonable repairs to all facilities; and
- The City shall provide and maintain directional signage on Farmer Street; and
- The City shall place and maintain a sign on or adjacent to the facility; and
- Each party has the ability to terminate the lease with proper notice
- 

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

**Funding:** N/A

**Recommendation:** In an effort to continue the provision of administrative, educational and museum space by the African American Alliance, Inc. at the Coweta County African American Heritage Museum and Research Center, City Staff recommends the execution of the agreements as presented.

**Attachments:**

1. Facilities Lease Agreement between the City of Newnan and the African American Alliance, Inc.

**Previous Discussion with Council:** Newnan City Council, over time, has maintained a lease with the African-American Alliance, Inc. Beginning in spring 2021, members of the African-American Alliance, Inc., City staff and the City Attorney have worked to developed an acceptable lease agreement that respects the City Council's directives.



## LEASE AGREEMENT

This Lease Agreement (“**Lease**”), is made as of \_\_\_\_\_, 2022 by and between (1) the City of Newnan, a Georgia Municipal Corporation (“**Landlord**”); and (2) the African-American Alliance, Inc. (“**Tenant**”).

1. **Background.** This Lease is made with Tenant, a 501(c)(3) non-profit organization, that is dedicated to the education and preservation of the cultural, historical, and architectural history of the African American heritage of Coweta County, Georgia. Landlord and Tenant have a long-term relationship serving the City of Newnan in the County of Coweta, Georgia.
  
2. **Premises.** Landlord does hereby lease to Tenant upon the terms and conditions in this Lease, certain premises as shown by Landlord to Tenant located adjacent to the City Cemetery site on Farmer Street 92 Farmer Street, Newnan, GA 30263 (“**Premises**”). The Premises shall be used for a museum, housing, artifacts, books, papers, exhibits and as a gallery and for other purposes of the Tenant as may be approved by Landlord.
  
3. **Rent.** Tenant shall not owe Landlord any monetary rental payment pursuant to this Lease. Landlord agrees to lease the Premises to Tenant in continuing consideration of, and in exchange for, Tenant’s agreement to the terms and conditions herein.
  
4. **Term & Termination.** The term of this Lease is for a period of \_\_\_\_ (\_\_) years commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. It is agreed that either party hereto may cancel said lease by giving sixty (60) day notice prior to the expiration of the year of the lease term set out hereinabove. In addition, the Landlord may terminate said lease by giving a sixty (60) day notice to the Tenant no later than thirty (30) days after the date of the first regular council meeting of each calendar year, otherwise said lease shall automatically renew for a term of one (1) year. After providing the Tenant with written notice of a seven day right-to-cure period served by hand delivery and/or certified mail, the Landlord thereafter may terminate said lease at any time the Tenant shall fail to perform the services; and/or shall fail to perform any other of the Tenant’s obligations set forth here below, upon the Landlord giving the Tenant thirty (30) days’ notice of its intention to terminate said lease due to the Tenant’s failure to perform.
  
5. **Tenant Obligations & Restrictions.** As consideration for said Lease, the Tenant specifically agrees to the following:
  - (a) The Tenant shall staff, operate, and open the building a minimum of fifteen (15) hours per each seven (7) day week and to further staff, operate, and open said

building on any special occasion as requested by Landlord. Tenant to provide Landlord with a sixty (60) day notice for all special events held by Tenant.

- (b) The Tenant shall perform such janitorial services as are needed to maintain the interior of the building in a clean and neat condition.
- (c) The Tenant shall provide Landlord with a list of any desired repairs and/or improvements to the Premises no later than September 1 of each calendar year except in the case for emergency repairs.
- (d) The Tenant shall be responsible for all lighting, heating, water, and sewage bills for said building.
- (e) The Tenant shall be responsible for carrying and paying the premium for a liability insurance policy to cover the actions of its paid and volunteer workers, naming the Landlord as named insured. The Tenant shall be responsible for carrying and paying the premium for a hazard insurance policy covering the contents of the building.
- (f) The Tenant shall not change locks or duplicate keys without prior consent of the Landlord. Keys to the premises shall be provided to the police department and to the fire department and shall provide police and fire along with the security code to any security system installed on or in the premises and any subsequent changes to the security code for said system.
- (g) The Premises described herein shall not be used for any purpose except the purposes permitted herein in paragraph 2 absent the written consent of the Landlord.

6. **Landlord Obligations.** As consideration for said lease, the Landlord specifically agrees to the following:

- (a) Landlord shall provide and maintain a directional sign on Farmer Street and to also place and maintain a sign on or adjacent to said building.
- (b) Landlord shall carry fire, hazard, and liability insurance on said building and grounds and to maintain the exterior of said building, the heating, air conditioning and lighting systems and grounds.

7. **Landlord Access.** Landlord shall have the right of access to the Premises during reasonable hours.

8. **No Subletting or Assignment.** Accept as specifically provided for in this Lease, Tenant may not sublet the Premises or any portion of it or assign this Lease in any manner without the prior written consent of Landlord.
9. **Fixtures.** Any and all non-fixtures which are placed within the building by Landlord shall remain the property of the Landlord at termination or expiration of the lease contract.
10. **Maintenance.**
  - (a) Tenant warrants that it shall maintain the Premises in good order, including the regular cleaning of the Premises, replacement of light bulbs and routine maintenance of appliances and fixtures, and the practice of general good housekeeping. Tenant warrants that it shall return the Premises in as good condition and repair as when first received, natural wear and tear excepted.
  - (b) In the event that any condition develops within the Premises which is causing or threatens to cause damage to the structure of the Premises or its fixtures and systems, Tenant agrees to give Landlord notice of such condition within twenty-four (24) hours of its discovery. Such conditions shall include, but not be limited to: any leak of any liquid or gas, any intrusion of water from any source, the bursting of pipes, leaks in the roofs, walls, or the foundation, the presence of mold, fire damage, or the inoperability of any component of the HVAC system.
  - (c) Landlord has provided the Premises with a working smoke detector.
11. **Termination for Convenience.** Notwithstanding anything contained herein to the contrary, Landlord may terminate this lease for the Landlord's convenience upon approval by the Mayor and/or the City Council by giving the Tenant ninety (90) days' notice of its intention to terminate the lease.
12. **Casualty Events.** If the Premises is totally destroyed by storm, fire, lightning, water intrusion, flood, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.
13. **Tenant's Property.** Landlord shall have no responsibility or liability to Tenant for any damage, injury, or loss suffered by or to personal and/or business property owned by Tenant which are brought onto the Premises, including any items within the Premises. Tenant shall promptly obtain a renter's insurance policy in an amount sufficient to cover its possessions and personal property in the Premises.

- 14. **Governing Law; Arbitration:** This Lease and all matters arising out of or relating to this Lease are governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflict of laws provisions. Jurisdiction and venue for any controversy or claim arising out of or relating to this Lease, or its breach, shall be brought in any court having jurisdiction in Coweta County, Georgia.
  
- 15. **Entire Agreement.** This Lease constitutes the entire agreement between the parties regarding the subject matter it references, and NO ORAL STATEMENTS shall be binding.

**City of Newnan (Landlord)**

**African American Alliance, Inc.  
(Tenant)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

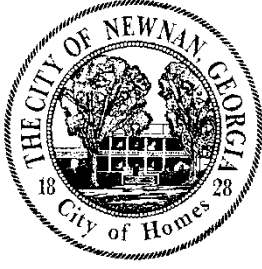
Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## City of Newnan, Georgia - Mayor and Council

Date: December 13, 2022

Agenda Item: Consideration for Negotiations of Contract Scope and Pricing for Event Hall Parking Lot Improvements.

Prepared by: Hasco Craver, Assistant City Manager, Ronda Helton, Program Manager, Katie Mosley, Leisure Services Manager

Presented by: Hasco Craver, Assistant City Manager

### **Purpose:**

Newnan City Council may consider negotiations of contract scope and pricing with a qualified firm to perform construction services related to the demolition and improvement of the parking area adjacent to the Wadsworth Auditorium and Fire Station 1.

### **Background:**

The City of Newnan, beginning in July 2020, initiated internal conversations related to the needed improvements of the existing parking facility adjacent to the Wadsworth Auditorium and Fire Station 1. With the establishment of the Leisure Services Department and the redevelopment of Fire Station 1, City staff engaged Ironwood Design to develop concepts for campus improvements, including parking facilities. Through the remainder of 2020, City staff worked alongside Ironwood Design to consider sites challenges and opportunities.

In February 2021, City staff received and approved a conceptual design. Thereafter, a cost estimating exercise resulted in a discussion of employing a phased approach to the project's delivery. Phasing limits were agreed upon in Summer 2021. Ironwood Design began working to develop construction documents throughout the remainder of 2021.

In January/February 2022, City staff engaged an outfit to perform environmental testing on an existing structure (7 Lee Street) that was deemed non-contributing to the site and is required to be demolished to deliver the improved campus and parking plan. Newnan City Council approved the demolition of the structure after holding a public hearing at the February 22, 2022 meeting.

On May 24, 2022, Newnan City Council approved a contract with Ironwood Design to develop Construction documents for Phase I of the Wadsworth Parking Lot Improvement Project. Over the next five (5) months, Ironwood Design developed construction documents that may be used for the solicitation of competitive proposals to make improvements to the facility.

The City of Newnan, on November 8, 2022, released a Request for Proposals (RFP) for Event Hall Parking Lot Improvements.

The City of Newnan received a proposal from one (1) firm in the amount \$1,971,508.37 on December 5, 2022.

Georgia Development Partners, LLC  
300 Galleria Pkwy, Suite 310  
Atlanta, GA 30339

**Funding:**

\$131,000 - Downtown Parking Reserve Fund  
\$800,000 - General Fund, Fund Balance Commitment November 8, 2022  
\$300,000 - FY 2022 Budget Capital Outlay  
\$1,231,000 – TOTAL Available Funds

**Recommendation:**

The proposal for this project is \$740,508.37 over available funds/budget. Staff is requesting City Council to approve the negotiations of scope and pricing in attempt to get closer to the available funds if possible.

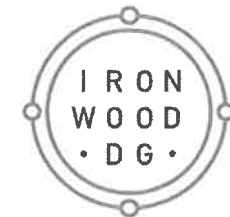
Staff also recommends that Council approve encumbering the \$300,000 FY 2022 Capital Outlay. These funds need to be encumbered prior to yearend. If the project does not go forward, the encumbrance can be released and the funds returned to fund balance.

**Attachments:**

1. Bid Tabulation
2. Ironwood Design, Phase I Design

**Previous Discussions with Council:**

The Newnan City Council, beginning in 2020, discussed their desire to fund and improve the campus and parking facilities adjacent to the Wadsworth Auditorium and Fire Station 1. Numerous additional meetings have taken place over time to actualize the improvements discussed herein.



**IRONWOOD  
DESIGNGROUP**  
IRONWOOD D D B C O M  
Landscape Architecture | Project Management  
Planning | LEED Consulting | Urban Design

**PHASE-1**  
**Event Hall Parking lot Renovation**  
City of Newnan,  
25 Jefferson St.  
Newnan, GA 30263

Project Number: 2020-042  
Stamp

No.	Drawing Release	Date
01	Progress Set	09/30/22
02	DD Set	10/05/22
03	99% CD Set	10/31/22

Sheet Title  
**PHASE-1  
PARKING LOT  
STAKING  
PLAN**

Sheet Number

**L-2.2**

Not for Construction

**HARDSCAPE MATERIALS**

**NOTES**

**GENERAL STAKING NOTES:**

ALL DIMENSIONAL PULLS TO BEGIN FROM DASHED CENTERLINE.  
ALTERNATE POINTS OF BEGINNING TO BE GENERATED FROM BUILDING FACE AS SHOWN.

ALL PULLS ARE 90DEG. AND PERPENDICULAR UNLESS OTHERWISE NOTED.

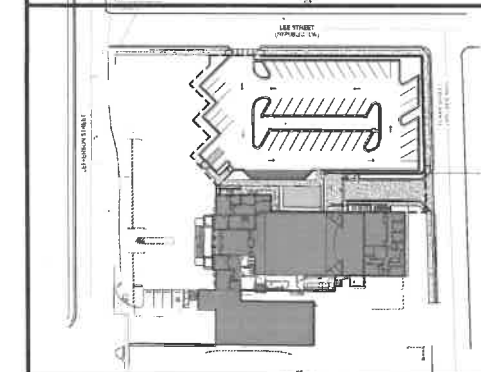
ALL UN-DIMENSIONED PATIOS AND HARDSCAPES ARE CONTAINED WITHIN THE ARCHITECTURAL SCOPE AND DOCUMENTATION.

INSTALLING CONTRACTOR TO VERIFY FORM BOARDS ARE INDICATIVE OF OVERALL DESIGN AND PATTERN PRIOR TO CONCRETE POUR.

**CONCRETE SCORE PATTERN NOTES:**

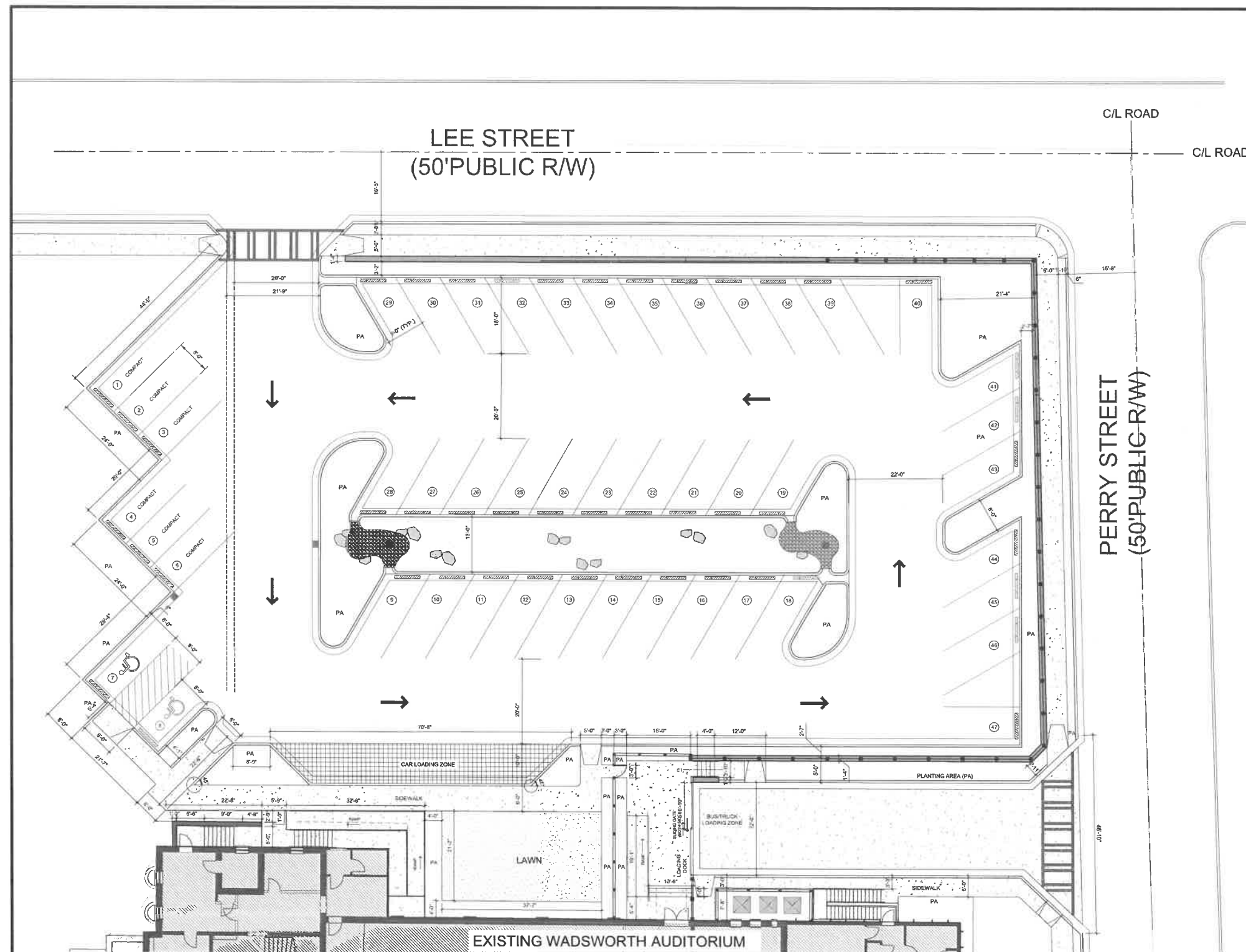
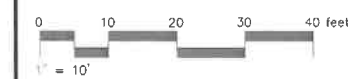
ALL EXPANSION AND CONTROL JOINTS TO BE CONTAINED WITHIN REPRESENTED SCORE PATTERNS. ANY ADDITIONAL REQUIRED JOINTS FOR EXPANSION OR CONTROL TO BE APPROVED BY LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.

**KEY MAP**



**NORTH**

**SCALE**





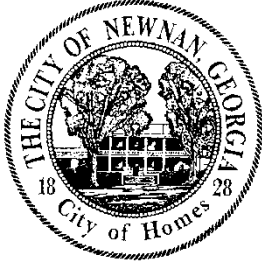
# City of Newnan, Georgia

**BID OPENING: Wadsworth Parking Lot**  
**Monday, December 5<sup>th</sup>, 2022 – 2pm**

BIDDER	BID AMOUNT	COMMENTS
Georgia Development Partners Atlanta, GA	\$ 1,971,508.37	

BIDS OPENED BY





## City of Newnan, Georgia - Mayor and Council

Date: December 13, 2022

Agenda Item: Roadway Improvement Program 2023-2025

Prepared by and Presented by: Cleatus Phillips, City Manager, Hasco Craver, Assistant City Manager, Michael Klahr, City Engineer

### Purpose:

Newnan City Council may consider a three-year program to identify, fund and improve certain roadways throughout the City of Newnan.

### Background:

The Newnan City Council, at the August 12, 2022 City Council Retreat, discussed their desire to develop a program that would result in an increase of roadway improvements over time. Councilmembers were provided with a map and list that depicted the City's Pavement Condition Index (PCI) scoring for all roadways. Councilmembers were desirous of setting an overall PCI goal of improving any roadway with a PCI score of 60 or below. In addition, Councilmembers asked City staff to develop a program that would dedicate additional General Fund monies, above those typically allocated for roadway improvements, to the annual budget.

Typically, the City of Newnan has allocated certain SPLOST funds for use in improving roadways. In addition, the City of Newnan has utilized matching Local Maintenance and Improvement Grant Funds from the Georgia Department of Transportation (GDOT) to make annual roadway improvements. Over the past six years (2017-2022), the City of Newnan has improved 20.31 center line miles of roadways utilizing annual SPLOST and LMIG funds (average 3.385 miles per year).

Recognizing the charge of the Newnan City Council, City staff has identified a list of roadways in need of certain repair, identified a funding source and developed a program that will meet the goals stated at the 2022 City Council Retreat.

City staff believes that a responsible roadway improvement program would include the following:

- Three (3) year funding program:

**Year 1 - \$5,500,000**

(\$3,250,000 GF Fund Balance Committed by Council at 11/8/22 meeting; \$1,813,000 SPLOST 2019; \$437,000 LMIG)

**Year 2 - \$2,500,000**

(SPLOST 2019/LMIG)

**Year 3 - \$3,500,000**

*\* note that funding assumes availability of future SPLOST and LMIG funds*

**TOTAL - \$11,500,000**

- See attached listing of proposed roadways to be improved by name, length, approach, estimated cost, current PCI and proposed year of improvement

The attached list of proposed roadways, if approved, will result in the improvement of approximately 16 miles of roadways (average of 5.33 miles per year), including 49 streets throughout the community.

City staff, in concert with developing the list of certain roadways, is investigating the employment of a qualified firm to undertake assessment testing to make certain that the improvement strategy utilized is the most advantageous for the roadway system. More specifically, City staff is curious to learn if Full Depth Reclamation, Full Depth Construction, Mill Deep Patch and Overlay, etc. would be of the greatest benefit to maintaining a healthy roadway transportation system. With certain data, there may exist opportunities to expand the program's reach, whereby a certain roadway surfacing method may prove more cost effective over time and allow the city to make additional improvements.

**Funding:**

1. SPLOST 2019
2. General Fund, Fund Balance Commitment November 8, 2022
3. Local Maintenance and Improvement Grant (LMIG)

**Recommendation:**

City Staff is recommending that the City Council review the list of certain roadways, consider the identified funding sources, provide feedback and approve the program.

The recommendation herein is primarily based upon the following elements:

- 2022 Council Retreat Report
- Pavement Condition Index
- LMIG qualification
- Available Funds

**Attachments:**

1. Pavement Condition Index Maps
2. List of Recommended Roadways

**Previous Discussions with Council:**

The Newnan City Council, beginning at the 2022 Council Retreat, has identified the development of a roadway improvement program plan as a certain goal to begin in 2023.

Street Segment	From	To	Length	Approach	Estimated Cost	PCI	Recommendation
W Washington St	College St	Belt Rd	6482	FDR	1,080,333	24	Base rehab
Boone Dr	LaGrange St	W Washington St	4531	FDR	604,133	38	Base rehab
Jefferson St	Jefferson St	Bullsboro Dr	8862	FDR/MDO	1,278,533	38	Mill + thick overlay
E Broad St	RR	Farmer St	1650	FDR	220,000	47	Mill + thick overlay
E Washington St	RR	Roberts Rd	1613	FDR	215,067	34	Base rehab
Salbide Ave	Bridge	Robinson St	680	FDR	75,556	41	Mill + thick overlay
Dunbar Pl	Salbide Ave	Savannah St	490	FDR	65,333	30	Base rehab
Savannah St	Greenville St	Dunbar Pl	590	FDR	98,333	36	Base rehab
Elm St	Jackson St	Atkinson St	568	FDR	94,667	35	Base rehab
Parks Ave	Jackson St	Atkinson St	450	FDR	60,000	53	Mill + mod overlay
Atkinson St	Elm St	Parks Ave	1075	FDR	179,167	34	Base rehab
Newnan Crossing Bypass	Lower Fayetteville Rd	City Limit	3733	FDC	995,467	44	Mill + thick overlay
McAdam Ct	Baldwin Ct	Cul d Sac	253	MDO	20,240	48	Mill + thick overlay
Mumford Dr	Old Atlanta Hwy	Baldwin Ct	170	MDO	13,600	54	Mill + mod overlay
Baldwin Ct	Cul d Sac	The Boulevard	4044	MDO	323,520	39	Mill + thick overlay
Jacks Dr	Brown Ridge Dr	Brown Ridge Dr	1900	MDO	152,000	40	Mill + thick overlay
Jane Ln	Weldon Way	Brown Ridge Dr	1270	MDO	101,600	46	Mill + thick overlay
Repton Way	Cul d Sac	The Boulevard	835	MDO	66,800	49	Mill + thick overlay
The Boulevard	Repton Way	Downing Dr	836	MDO	66,880	34	Base rehab

McIntosh Pkwy	Newnan Crossing Bypass	Ashley Park Blvd	810	MDO	129,600	44	Mill + thick overlay
Diplomat Pkwy	Newnan Crossing Blvd E	Shopping Center	3657	MDO	292,560	57	Mill + moderate overlay
Farmer St	E Broad St	Bullsboro Dr	4132	MDO	330,560	38	Mill + variable overlay
Pecan Crescent	Summergrove Pkwy	Summergrove Pkwy	2660	MDO	212,800	44	Mill + thick Overlay
Woodmere	Pecan Crescent	Cul d Sac	593	MDO	47,440	52	Mill + moderate overlay
Briarleigh Way	Pecan Crescent	Cul d Sac	139	MDO	11,120	42	Mill + thick overlay
Pickett Pl	Pecan Trace	Pecan Trace	966	MDO	77,280	53	Mill + moderate overlay
Verandah Pl	Pecan Trace	Pecan Trace	864	MDO	69,120	42	Mill + think overlay
Pecan Trace	Summergrove Pkwy	Pecan Crescent	771	MDO	61,680	60	Mill + thin overlay
Quail Run Ct	Pecan Crescent	Cul d Sac	276	MDO	22,080	65	Mill + thin overlay
Cherokee St	Poplar St	Oak St	1640	MDO	131,200	41	Mill + thick overlay
Nury Trace	Poplar St	Oak St	1348	MDO	107,840	48	Mill + thick overlay
Alejo Ct	Oak St	Cul d Sac	422	MDO	40,793	48	Mill + thick overlay
Andrea Ct	Nury Trace	Cul d Sac	250	MDO	20,000	64	Mill + thin overlay
Jordi Ct	Nury Trace	Cul d Sac	354	MDO	28,320	52	Mill + moderate overlay
Mauro Ct	Nury Trace	Cul d Sac	224	MDO	17,920	29	Base rehab
Mono St	Nury Trace	Cul d Sac	105	MDO	8,400	57	Mill + moderate overlay
First Ave	Spring St	RR	720	FDR	120,000	41	Mill + thick overlay
Gilbert St	LaGrange St	First Ave	465	FDR	93,000	31	Base rehab
Long Pl	LaGrange St	First Ave	490	FDR	54,444	38	Base rehab

Lee St	Jefferson St	Andrew St	815	FDR	126,778	36	Base rehab
Robinson St	E Broad St	Reynolds St	2682	FDR	357,600	28	Base rehab
Armory Rd	Sewell Rd	LaGrange St	2126	FDR	803,156	36	Base rehab
Cougar Way	Sewell Rd	LaGrange St	1455	FDR	323,333	39	Base rehab
Sewell Rd	Cougar Way	Greenville St	6520	FDR	905,556	29	Base rehab
Evans Dr	Hospital Rd	Temple Ave	1334	FDR	444,667	32	Base rehab
Dixon St	Elm Cir	Brookside Dr	1831	FDR	244,133	29	Base rehab
Westhill Dr	Hunterian Pl	Fairway Dr	1962	FDR	261,600	39	Base rehab
Newnan Crossing Blvd E	Stillwood Dr	Lower Fayetteville Rd	2544	MDO	339,200	43	Mill + variable overlay
Murray St	E Washington St	Wilcoxon St	2002	MDO	160,160	34	Mill + thick overlay

2023 LMIG- 437,033 (grant) + 131,100 (min match)= 568,033

2023 LMIG= 610,960

FDR= Full Depth Reclamation (8" or 10" base)

FDC= Full Depth Construction (3" binder, 1.5 topping)

MDO= Mill/ Deep Patch/ Overlay

Traffic counts: <https://gdottrafficdata.drakewell.com/publicmultinodemap.asp>

Functional Classification Map: <https://www.arcgis.com/home/webmap/viewer.html?url=https%3A%2F%2Fmaps.itos.uga.edu%2Farcgis%2Frest%2Fservices%2FGDOT%2FGD>

Mod Overlay= 2- 3"

Thick Overlay> 3"

2023= \$5,500,000

5,577,549



## City of Newnan, Georgia - Mayor and Council

Date: December 13, 2022

Agenda Item: Consideration of Fee Schedule and Ordinance Amendment to Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan, Georgia.

Presented by: Ray Norton, Public Works Director

Prepared by: Ray Norton, Public Works Director, Hasco Craver, Assistant City Manager

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### **Purpose:**

Newnan City Council may consider an amendment to Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan, Georgia to provide regulations for the collection of solid waste.

### **Background:**

On February 22, 2022, Newnan City Council, with technical support and facilitation from Abby Goldsmith with A. Goldsmith Resources, LLC, hosted a Special Called Work Session to consider numerous items related to the successful development, administration and management of a municipal solid waste program. In addition to providing a rate analysis and benchmark report, Ms. Goldsmith presented councilmembers with several potential amendments to the current Code of Ordinances, Chapter 17, Solid Waste.

While a number of items under consideration are related to the defining of terms and presenting a more easily understood, clear and manageable ordinance, there exist several items that require certain attention. In particular, councilmembers were supportive of the following:

- The ordinance will set provisions whereby property owners will be billed for residential sanitation service
- The ordinance will not consider Cardboard as a Bulk Item
- The ordinance will set a size limit for Bulk Items at 2 cubic yards (area = 3' x 3' x 6')
- The ordinance will set a size limit for Yard Waste at 8 cubic yards (area = 12' x 6' x 3')
- The ordinance will set a size limit for trees, logs, limbs or stumps at no more than six (6) feet in length or eight (8) inches in diameter
- The ordinance will set provisions to lien property owners for failure to participate in sanitation services

### **Funding:**

None

**Recommendation:**

In response to the directives offered in February 2022, it is the recommendation of City staff that the Newnan City Council consider the ordinance amendment as presented.

**Attachment:**

Ordinance to Amend Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan, Georgia.

Fee Schedule for excess debris found to be in violation of Chapter 17.

**Previous Discussion with Council:**

Newnan City Council, beginning in Summer 2021, has had numerous conversations related to the administration and management of a comprehensive solid waste program for the City of Newnan. More specifically, Councilmembers hosted and participated in a Special Called Work Session in February 2022, whereby Abby Goldsmith, with A. Goldsmith Resources, LLC. led a discussion related to potential ordinance amendments designed to better manage a comprehensive municipal solid waste program.

## **Fee Schedule for Debris**

**Fees for excess debris in violation of Chapter 17.**

\$50 per cubic yard



**AN ORDINANCE TO AMEND CHAPTER 17, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF NEWNAN BY ADOPTING AMENDMENTS REGULATING THE COLLECTION OF SOLID WASTE FROM COMMERCIAL, OFFICE/INSTITUTIONAL, AND RESIDENTIAL UNITS WITHIN THE CITY OF NEWNAN; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Newnan previously adopted Ordinance No. 2003-28, as amended, establishing comprehensive regulations governing the collection of solid waste within the City of Newnan; and

WHEREAS, said ordinance has been amended on several occasions to meet changes in state law and to meet the demands of a growing community and citizenry; and

WHEREAS, it is the desire of the City Council to address additional problems that now exist with the collection of solid waste from commercial, office/institutional, industrial and residential units within certain residential areas of the City and to conform the City's collection services in the City's Central Business District as depicted on the Official Zoning map of the City of Newnan, by adopting revisions to Chapter 17, Solid Waste, of the City's Code of Ordinances; and

WHEREAS, the City staff held public hearings in which property owners, and residents of the various residential districts offered comments, suggestions and support for the City's proposed plan to change the City's method of billing and to change the City's collection of solid waste by the City in the City's Central Business District and by the City's designated private collection hauler in the various residential district and to establish fees; and

WHEREAS, the City Council desires to adopt amendments to the City's Solid Waste Ordinance to change the method of billing for the collection of solid waste in the City's residential districts and to conform the City's program of collection of solid waste in the City's Central Business District as set forth herein in the interest of protecting the environment and sanitation of the City's residential districts and the City's Central Business District; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and welfare of the citizens, residents and property owners of the City of Newnan to adopt amendments to the City's Solid Waste Ordinance as set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Newnan and it is hereby ordained by the authority of same that Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan be and is hereby deleted in its entirety and a new Chapter 17, Solid Waste is adopted, to read as follows:

**SECTION I:** It is hereby ordained by the authority of same that Chapter 17, Solid Waste, of the Code of Ordinances of the City of Newnan be and is hereby adopted to read as follows:

## Chapter 17 SOLID WASTE

### ARTICLE I. IN GENERAL

#### **Sec. 17-1. Definitions.**

As used in this chapter, the words below shall have the following meanings:

*Ashes* means residue from fires used for cooking and for heating buildings.

*Bulk items* means appliances, furniture, construction and demolition debris (produced by the resident but not by contractor), and other refuse with weights or volumes greater than those allowed for in carts, but excluding garbage, dead animals, cardboard and hazardous waste including, but not limited to, tires, motor oil, batteries, etc.

*Cart* means the wheeled container or receptacle designated for depositing refuse or recyclable materials.

*City contractor* means any corporation, partnership, individual, sole proprietorship, Joint Stock Company, joint venture, local government, solid waste authority or any other private or public legal entity that has entered into an agreement to provide residential refuse and recycling services to the city.

*Commercial and industrial establishment* means all premises, locations or entities within the service area, public or private, other than a residential unit, requiring refuse collection for which refuse collection using carts or dumpsters is deemed to be appropriate.

*Commercial solid waste* means all types of solid waste generated by stores, offices, restaurants, warehouses, and other nonmanufacturing activities, excluding residential and industrial solid waste.

*Construction debris* means materials produced or generated during construction, demolition, remodeling, or repair of pavements, houses, commercial buildings, and other structures. Construction debris includes, but is not limited to lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not construction debris.

*Construction site* means any residential, commercial, industrial, or other area, lot, or site which construction or demolition of any type is conducted including roads and buildings, and at all other places actively being constructed, demolished, renovated, or repaired.

*Container* means the receptacle designated or used for depositing of garbage, refuse, trash, rubbish, ashes or recyclable materials as specified by the city and includes but is not limited to carts, dumpsters, and bins.

*Dead animals* means animals or any portions thereof, weighing ten pounds or more, which have expired from any cause.

*Discard* means to abandon, dispose of, burn, incinerate, accumulate, store or treat before or instead of being abandoned, disposed of, burned or incinerated.

*Discarded material* means a material that is abandoned, disposed of, burned, incinerated, accumulated, stored or treated before or instead of being abandoned, disposed of, burned or incinerated.

*Dispose* means to discharge, deposit, inject, dump, spill, leak or placement of any solid waste into or on any land or water so that such solid waste or any constituent of it may enter the environment or be emitted into the air or discharged into any waters.

*Disposal facility* means any facility or location where the final disposition of solid waste occurs and includes, but is not limited to, landfills and solid waste thermal treatment technology facilities.

*Dumpster* means a receptacle designed to be lifted and emptied mechanically for use primarily at commercial and industrial establishments and multi-family residential structures.

*Garbage* means every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not limited to, used metal cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except any matter included in the definition of bulk items, construction debris, dead animals, hazardous waste, rubbish, or yard trimmings.

*Hazardous waste* means any chemical, compound, mixture, substance or article which is designated as "hazardous" by the United States Environmental Protection Agency, the state environmental protection division or the appropriate state, county or city agency by or pursuant to federal or state law. For purposes of this agreement, the term hazardous waste shall also include tires, batteries, paint thinner, motor oil, gasoline, paint or paint cans (excluding empty paint cans or paint cans filled with absorbents to dry out the paint) and bulk items containing chlorofluorocarbon refrigerants or freon.

*Litter* means any organic or inorganic waste material, rubbish, refuse, garbage, trash, hulls, peelings, debris, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined O.C.G.A. § 16-7-51, paragraph 6.

*Multi-family structure* means any building containing more than four residential dwelling units where the residential units do not receive separate or individual solid waste collection service.

*Municipal solid waste* means any solid waste derived from households, including garbage, trash and sanitary waste in septic tanks, and includes solid waste from single-family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste but does not include solid waste from mining, agricultural or silvicultural operations or industrial processes or operations.

*Municipal solid waste disposal facility* means any facility or location where the final deposition of municipal solid waste occurs, including but not limited to municipal solid waste landfills.

*Municipal solid waste landfill* means a disposal facility where municipal solid waste, whether or not mixed with or including commercial waste, industrial waste, non-hazardous sludges or small quantity generator hazardous waste, is disposed of by means of placing an approved cover thereon.

*Nuisance* means any use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such premises is located. This includes but is not limited to the keeping of the following: ashes, rubbish, garbage, lumber, bricks, cinder blocks, insulation materials, building debris, refuse, litter, or waste of any kind whether liquid or solid.

*Person* means any individual, corporation, association, firm, receiver, guardian, trustee, executor, administrator, fiduciary, representative, or group of individuals or entities of any kind.

*Program recyclables* means recyclable materials designated by the city to be sorted by the generator and collected separately from refuse for diversion from a disposal site and conveyed to one or more recycling facilities.

*Public or private property* means the right-of-way of any road or highway; any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuge, or conservation or recreation area; timberlands or forests; and residential, commercial, industrial, or farm properties.

*Receptacle* means a container that is specifically designed, constructed, and placed for use as a depository for recyclable material or solid waste.

*Recyclable material* means material that is capable of being reused or returned to use in the form of a raw material. Recyclable materials do not include hazardous waste or items contaminated with food waste.

*Recycling* means any process by which materials which otherwise would become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.

*Recycling cart* means a cart suitable for on-site collection of recyclables.

*Recycling facility* means a facility engaged solely in the storage, processing, recycling, and resale or reuse of recovered materials.

*Refuse* means all solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from cleanup of spills or contamination, or other discarded materials.

*Residential refuse* means all garbage and rubbish generated by a resident at a residential unit, in all cases to exclude hazardous waste.

*Residential unit* means:

- (1) A free-standing structure constructed for use as a residence by a person or group of persons comprising a family; or
- (2) A multi-family structure of four or fewer units for which refuse collection using carts is deemed to be appropriate.

A residential unit shall be deemed occupied when water, wastewater or domestic utility services are being supplied thereto.

*Rubbish* means all used and discarded printed matter, paper, pasteboard, rags, straw, mattresses, clothing, shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping for crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulk items, construction debris, dead animals, garbage, hazardous waste or yard trimmings.

*Sanitary waste* or *domestic waste* or *domestic sewerage* means water borne, human or animal excreta or body wastes and normal culinary, laundry, and washing wastes.

*Service area* means the entire geographic area within the corporate limits of the city.

*Solid waste* means any garbage, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facilities; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat 923).

*Solid waste handling facility* means any facility, the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing, or disposal, or any combination thereof, of solid waste.

*Transfer station* means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.

*Yard trimmings* means decomposable waste materials generated by residential yard and lawn care and includes leaves, grass trimmings, brush, wood chips, and shrub and tree trimmings. Yard trimmings shall not include roots, logs, limbs or stumps that exceed eight (8) inches in diameter nor do yard trimmings include any materials resulting from land clearing or development activities.

**Sec. 17-2. Public works director—General duties.**

The public works director shall discharge the duties imposed upon him in this chapter.

**Sec. 17-3. Scope of provisions.**

The provisions of this article shall apply to all public and private markets, as well as all residential units and commercial and industrial establishments.

**Sec. 17-4. Administrative regulation.**

The financial director shall not issue a business license or occupational tax certificate to any person, firm, or corporation which has not complied with the requirements of this chapter. The violation, noncompliance, or other violation of an administrative order issued by the public works director or the city's code enforcement officer, under this chapter, will be grounds for suspension or revocation of occupation tax certificates pursuant to article I of chapter 6.

**Sec. 17-5. Uncovered refuse.**

It shall be unlawful to place or permit to remain anywhere in the city any garbage, dust, ashes, rubbish, or refuse or other material subject to decay, other than yard trimmings, excepting in a tightly covered container.

**Sec. 17-6. Wind-blown refuse.**

It shall be unlawful to cause or permit to accumulate any garbage, dust, ashes, rubbish, or refuse of such a material capable of being blown away by the wind anywhere in the city, other than yard trimmings except in a covered container.

**Sec. 17-7. Depositing refuse on the street.**

It shall be unlawful to deposit or permit to fall from any vehicle any garbage, dust, ashes, rubbish, or refuse on any public street, parking area, or alley in the city; provided, that this section shall not be construed to prohibit temporarily placing garbage, dust, ashes, rubbish, or refuse, or recyclable materials in a container at an approved collection point complying with the provisions of this chapter preparatory to having such material collected and disposed of in the manner provided herein.

**Sec. 17-8. Collection of refuse.**

Refuse shall be collected from all premises at least once each week, provided that the material is properly stored for collection in a container complying with the provisions of this article.

**Sec. 17-9. Containers—Generally.**

- (a) All refuse shall be placed in closed containers except at designated times in the amounts and condition as approved by the city council.
- (b) Containers shall be kept tightly covered at all times except when momentarily open to receive refuse or to have the contents removed. No container shall be so overloaded with refuse that its cover will not fit securely.

**Sec. 17-10. Same—In commercial and multi-family structures.**

- (a) Any apartment house, condominium development or town house development constructed after November 20, 1978, any residential structure, hotel, motel, or rooming house containing more than four units, and any business, industry, public or semiprivate establishment of any nature or kind shall provide adequate container(s) to receive and store all refuse generated at that location until scheduled collection.
- (b) The preparation and storage of commercial and multi-family structure refuse for collection shall be as follows:
  - (1) The occupant or occupants of commercial establishments and the management of multi-family structures serviced by commercial containers shall be responsible for maintaining the area surrounding such commercial containers clean and free of accumulations of refuse. Where the occupants of two or more commercial establishments share the use of a refuse cart or commercial containers, it shall be the joint responsibility of the users to maintain the area surrounding such carts or containers clean and free of accumulations of refuse.
  - (2) All refuse shall be free from liquid and placed in watertight paper or plastic bags with the tops secured prior to placing in commercial containers.
  - (3) The user of commercial containers shall be responsible for the appearance, maintenance and serviceability of containers procured by them or placed for their use.

**Sec. 17-11. Refuse fees; invoices; penalties for late payment.**

- (a) Fees for the collection of refuse collected by the city or the city contractor shall be set by the city and approved by the city council. The charges may be altered from time to time. A refuse collection fee schedule shall be on file in the office of the city clerk.

- (b) Refuse collection fees shall be billed to the property owner on a quarterly basis, and if such bill is not paid on the first day of the month following, a penalty may be added. Such penalties shall not preclude the city from taking whatever action it deems necessary to enforce payment of the refuse collection fees including to discontinue service.
- (c) The city may place a lien against the property for past due and outstanding refuse collection fees and associated penalties, and for the cost of preparing and filing the lien, including legal expenses incurred. The finance director is hereby authorized to immediately issue an execution against the owner of such property for the total cost of the unpaid fees as set out above which execution shall constitute a lien against such real estate as of the date of the fifa and which execution shall thereafter be enforced and collected in the same manner as an execution or fifa for unpaid taxes for the city. Such execution shall rank in dignity second only to taxes of the city.
- (d) Persons, firms, individuals, corporations, or associations of individuals who have their collection service discontinued shall be in violation of this chapter and shall be subject to the penalties set forth in section 17-12 herein.

**Sec. 17-12. Penalty.**

Any person, firm, or corporation violating any of the provisions of this chapter shall, upon conviction thereof, be subject to prosecution in the City's Municipal Court and the penalties set forth in section 1-14 of the Code of Ordinances for each offense and a separate offense shall be deemed committed on each day during or on which a violation occurs. (Ord. No. 03-28,

**Secs. 17-13—17-30. Reserved.**

**ARTICLE II. COLLECTION AND DISPOSAL**

***Sec. 17-31. Supervision by city.***

The public works director and/or city's code enforcement officer shall be empowered to inspect the manner in which all garbage, dust, ashes, rubbish, refuse or recyclable materials within the city are accumulated or disposed for compliance with this chapter. The public works director and/or city's code enforcement officer is empowered to order the discontinuance of actions in violation of this chapter or take any other action authorized to ensure compliance with or to prevent violation of this chapter.

**Sec. 17-32. Pickup hours regulated.**

It shall be unlawful for any commercial garbage service to pick up carts, dumpsters, or other such containers between the hours of 9:00 p.m. and 6:00 a.m., except in the case of a bona fide emergency, as determined by the public works director or his/her designee.



**Sec. 17-33. Owner and operator of premises to maintain dumpster site.**

The property owner and/or the person in charge of the premises for which a dumpster is permitted shall, at all times, maintain the premises free and clear of litter, debris, and trash.

**Sec. 17-34. Refuse and recyclable material collection.**

All residents of the city shall participate in the refuse collection and may participate in recyclable material collection provided by the city. All property owners shall pay the fees charged by the city for this service as approved by the city council.

**Sec. 17-35. Uncovered solid waste.**

It shall be unlawful to place or permit to remain anywhere in the city any solid waste, or other material subject to decay, other than leaves or grass, except in a tightly covered cart or dumpster except on designated dates in the amounts and condition as approved by the city council.

**Sec. 17-36. Consent of owner.**

It shall be unlawful to dump or place any solid waste on any premises in the city without the consent of the owner of such premises.

**Sec. 17-37. Disposal.**

It shall be unlawful to dispose of any solid waste anywhere in the city except in an incinerator, or disposal device, properly constructed and operated, or in a lawfully established municipal solid waste disposal facility. Such materials not so properly disposed of shall be placed in carts or dumpsters for collection by a licensed collector as hereinafter described.

**Sec. 17-38. Accumulation of material treated as disposed.**

Where a party claims the accumulation of solid waste is not "disposal" within the section 17-37 meaning, the allowance of the accumulation for a period of more than seven days without removal will presumptively cause the accumulation to come within the meaning of section 17-37.

**Sec. 17-39. Screening of dumpsters.**

Property owners and tenants using dumpsters for deposit and storage of refuse shall screen any portion of a dumpster which is visible to an average person from a public street, parking lot, or residential building, which is within 300 feet of such dumpster or as provided in the city's zoning ordinance or development regulations, whichever is less. Said screening shall be constructed of building or fencing materials or shrubs, or evergreen trees that are of sufficient opacity to conceal the dumpster from view and such screening plan must be approved in writing by the public works director or his/her designee. Individual lots zoned under industrial classifications are exempt from the screening requirements, if the properties on each side and in front or across the street from the front of said lots are also zoned under industrial classifications.

**Sec. 17-40. Placement of dumpsters on concrete pads.**

Dumpsters shall be placed on concrete pads of appropriate size and construction and in accordance with county health department requirements. Adequate drainage shall be provided in and around the pad areas on which dumpsters are placed.

**Sec. 17-41. Certain matters not to be placed in containers.**

Dead animals, feces, explosives, dangerous and corrosive materials, clothing taken from persons with infectious diseases, heavy metals, bulk items or any hazardous waste shall not be placed in any receptacle, cart or dumpster or other container provided for the deposit of refuse or recyclable materials. Produce, meats, poultry, and food preparation oils shall be placed in sealed bags prior to being placed in any municipal solid waste receptacle, cart or dumpster in such a manner as to minimize noxious or offensive odor emanating therefrom.

**Sec. 17-42. Doors and lids to be kept closed.**

Except when refuse or recyclable materials are being loaded into carts or dumpsters, or pickup of the same is being affected, all doors for screening, doors or lids of carts or dumpsters shall be kept closed.

**Sec. 17-43. Scavenging.**

No person other than the owner thereof shall interfere with any container placed for the purpose of storing solid waste, or remove or take any of the contents thereof, or remove any container from the location where the container has been placed by the owner thereof.

**Sec. 17-44. Maintenance of carts.**

The city shall provide one cart for to each residential unit and provide additional carts upon request of the property owner for an additional fee. The city shall replace (or at its option, repair) carts, which require replacement or repair as a result of normal wear and tear, and not as a result of misuse by the resident. If the cart is deemed destroyed by the resident, or is determined by the city to be lost or stolen, then the city will replacement the cart and apply a fee on the next quarterly solid waste bill to the property owner. The fee to replace a cart destroyed by the residents or lost or stolen will be in an amount approved by the city council. An updated record of such fees will be kept on file in the office of the city clerk.

**Sec. 17-45. Placement of carts.**

All moveable carts provided to residents shall be placed at the curbside location for pick-up not earlier than 7:00 p.m. prior to the scheduled collection date and shall be removed from such location within 24 hours of the collection date. No person shall leave the cart at the location for pick-up in excess of the time periods set forth herein; provided, however, that no person shall be cited for violating this section in the event that the regular collection schedule is interrupted. Carts shall not be placed in such a manner so as to block or obstruct mail receptacles, water meters or fire hydrants.

**Secs. 17-46—17-47. Reserved.**

**Sec. 17-48. Penalty.**

Any person in violation of this chapter, upon conviction, shall be subject to prosecution in the City's Municipal Court and subject to the penalties set forth in section 1-14 of the Code of Ordinances for each offense and a separate offense shall be deemed committed on each day during or on which a violation occurs.

**Sec. 17-49. Applicability.**

Any owner, lessee, tenant, occupant, or person in charge of a property or premises on which a violation has been found who has violated or procured, aided or abetted any violation of any of the provisions of the code, shall be subject to the same penalties set out in Section 17-48 as if he himself had committed such violation. Owners of property on which a violation has been found are liable for said violation.

**Secs. 17-50—17-55. Reserved.**

**ARTICLE III. SANITATION AND COLLECTION**

**Sec. 17-56. Collection by city contractor.**

All residential refuse accumulated in the city shall be collected, conveyed and disposed by the city or the city contractor under the supervision of the public works director. The public works director or his/her designee shall have the authority to make regulations concerning the administration of this chapter as he/she finds necessary, and to change and modify the same after notice as required by law, provided that such regulations are not contrary to the provisions hereof.

**Sec. 17-57. Residential services; general conditions of residential collection.**

- (a) The city or its authorized agent shall provide minimum once weekly curb service collection of residential refuse at residential units except as otherwise set out herein.
- (b) The city or its authorized agent for residential refuse collection and removal shall provide collection of refuse for disabled persons, as defined in section 17-59 and as directed in that section.
- (c) Property owners or occupants of residential units shall place residential refuse in the carts and the carts shall be placed, on assigned collection days, at front curbside locations in such manner as not to obstruct passage. Property owners or occupants shall place the carts at appropriate curbside locations at or before 6:00 a.m. or prior to the arrival of the collection vehicles, but no earlier than 7:00 p.m. before scheduled collection day. Any refuse placed on the curb after departure of the pickup crew of the city or its authorized agent shall subject the property owner or occupants to prosecution for violation of this chapter should the street become littered from residential refuse.
- (d) Property owners or occupants shall remove the carts from curbside location to storage location, which storage location shall be nearer to the residential unit located on the premises than to any street abutting the premises; removal of the

cart should be accomplished within 24 hours following collection on the date the contents are emptied and collected.

- (e) Property owners or occupants shall prevent the continued, excessive and unsightly accumulation of residential refuse upon their property or the public thoroughfares bounding upon owner's property.
- (f) It shall be a violation of this chapter to place or cause to be placed for collection any hazardous waste, any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.
- (g) Residential refuse generated from the conduct of customary home occupations carried on from residential units will be collected on a residential fee basis.
- (h) All residential refuse will be collected by the city or its authorized agent if placed in the cart. No open containers shall be permitted except on designated dates in the amounts and condition as approved by the city council.
- (i) Property owners or occupants of a residential unit shall be responsible for the proper disposition of any dead animals.
- (j) During any week in which there is an observed holiday or extremely harsh weather conditions, such as snow or ice, the city contractor may collect refuse in accordance with an altered collection schedule as needed.
- (k) The city at all times reserves the right to direct and control all relevant aspects of the time, place and manner of residential refuse service. Nothing in this chapter is intended to abridge the city's right to ownership and control of the refuse set out in containers provided by the city or the city contractor.

**Sec. 17-58. Reserved.**

**Sec. 17-59. Disabled.**

- (a) Any person who is a full-time resident of a residential unit and who is disabled to the extent that he or she is incapable of moving his/her residential refuse shall obtain a physician's certificate which states with particularity the nature and extent of such disability. Disabled persons shall not be required to place the refuse at curbside. This subsection shall not apply unless all of the adult persons in a residential unit are disabled and obtain such physician's certificate. Certificates will be mailed to the city contractor with a copy to the public works director. This subsection also applies to temporary disability not to exceed 90 days. The city's contractor may make reasonable rules for noncurbside collection for disabled persons; all refuse must be bagged.
- (b) The city contractor or its authorized agent shall provide recycling services to disabled persons to the same extent such services may be provided under section 17-61.

**Sec. 17-60. Commercial collection.**

- (a) The owner of any commercial establishment shall be responsible for the collection and transportation of all refuse accumulated at such establishment to a solid waste handling facility operating in compliance with state regulation. No business

license or renewal thereof shall be issued until the owner or occupant of such premises has demonstrated compliance with this Section.

- (b) All commercial establishments or other entities producing hazardous waste or special waste shall be responsible for the disposal of and provide for the disposal of the hazardous waste or special waste in accordance with all federal and state laws and regulations.
- (c) Owners of commercial establishments shall be responsible for maintaining the area surrounding dumpsters clean and free of accumulation of refuse.

**Sec. 17-61. Recycling program.**

- (a) Property owners or occupants of all residential units may participate in the city's recycling program.
- (b) The city or its authorized agent shall collect program recyclables at least once every week, pursuant to a city-provided list of guidelines.
- (c) The city may change the type and number of recyclable materials as market conditions evolve.
- (d) The city may provide one cart to each residential unit in which the residents may deposit program recyclables. The city may provide carts to multi-family structures to be placed in a common location where all residents of the condominium or multi-family structures may deposit their program recyclables. The city may provide other appropriate recycling containers to customers as the need arises.
- (e) Recyclable materials, which are placed in designated recycling carts for regular curbside collection, shall become the property of the city or its authorized agent.
- (f) Property owners or occupants of residential units shall place the program recyclables in the cart provided for this purpose and place the cart, on assigned collection days, at curbside locations in such manner as not to obstruct passage. Property owners or occupants shall place the carts at appropriate curbside location at or before 6:00 a.m. on the scheduled day of collection but no sooner than 7:00 p.m. prior to the day of collection. Any recyclable materials placed on the curb after departure of the collection crew of the city or its authorized agent shall subject the property owner to prosecution for violation of this ordinance should the street become littered from such recyclable materials.
- (g) Property owners or occupants of residential units shall remove carts from curbside location to a storage location, which storage location shall be nearer to the residential unit located on the premises than to any street abutting the premises; removal of the bin should be accomplished within 24 hours following collection on the day the contents are emptied and collected.
- (h) During the 24-hour period commencing at 7:00 p.m. on any day preceding a day designated by the city for collection of recyclable materials, no person other than any authorized employee or agent of the city shall remove recyclable materials from the designated recycling container which has been properly placed for collection. Each collection in violation of this section during that period shall constitute a violation of this chapter and shall be punishable as provided in section 17-45.

- (i) Nothing herein shall be construed to limit the right of any individual, organization or other entity to donate any recyclable materials for disposal, if such disposal does not violate any applicable statute, regulation or chapter.
- (j) Participation in this recycling program shall be voluntary.

**Sec. 17-62. Accumulation.**

- (a) No property owner or occupant shall allow the accumulation on his or her premises of solid waste where such solid waste creates or may create a health hazard to neighbors or other citizens, or is unsightly, or emits foul or obnoxious odors which constitute either a public or private nuisance. Such conduct shall constitute a violation of this chapter for each day the solid waste remains on the premises and chapter for each day the solid waste remains on the premises and shall be punishable as set forth in section 17-48.
- (b) Any property owner or occupant failing to comply with the requirements of this section may be prosecuted by the city in accordance with this chapter and upon conviction shall be subject to the penalties set forth in section 17-45.

**Sec. 17-63. Penalty.**

Any person in violation of this chapter, upon conviction, shall be subject to prosecution in the City's Municipal Court and subject to the penalties set forth in section 1-14 of the Code of Ordinances for each offense and a separate offense shall be deemed committed on each day during or on which a violation occurs.

**Sec. 17-64. Applicability.**

Any owner, lessee, tenant, occupant, or person in charge of a property or premises on which a violation has been found who has violated or procured, aided or abetted any violation of any of the provisions of the code, shall be subject to the same penalties set out in Section 17-63 as if he himself had committed such violation. Owners of property on which a violation has been found are liable for said violation.

**Secs. 17-65—17-69. Reserved.**

**ARTICLE IV. BULK ITEMS**

**Sec. 17-70 Bulk item collection practices.**

The city or its authorized agent shall collect bulk items, as defined in this chapter, from each residential unit up to one time per week.

**Sec. 17-71. Acceptable bulk items.**

- (a) Each residential unit may set out up to two (2) cubic yards of bulk items at the curb each week for collection.

- (b) Bulk items set out for collection must be physically separated from other forms of refuse, including residential refuse and yard trimmings placed curbside for collection.
- (c) Rocks, dirt, concrete blocks, bricks or cardboard are not considered bulk items and shall not be collected by the city.
- (d) Household furniture and personal belongings of an evicted tenant, lessee or occupant shall not be placed on city property or right-of-way and will not be collected by the city.
- (e) The city shall not collect any material generated by contractors who were retained by a resident to perform work on his or her residential property. It is the responsibility of the contractor to remove all debris that may arise from the contractor's activities, including, but not limited to remodeling, new construction, demolition, roofing, and trimming and removal of trees.
- (f) Appliances once containing refrigerant must have a tag attached to them certifying a qualified technician has removed the refrigerant prior to being collected by the city as a bulk item.
- (g) If authorized items placed for collection are mixed with restricted items, the city shall not be obligated to sort the materials and may refuse the entire load.
- (h) The public works director or his/her designee may determine the items eligible for pickup under the city's program for collection of bulk items.
- (i) Uncontrolled and/or uncontained bulk items shall be considered as litter, and the generator shall thereof be subject to the enforcement actions outlined in section 17-83.
- (j) The city retains the options of collecting yard trimmings that are placed at the curbside and do not adhere to the requirements in this Section and to charge an additional fee to owners of residential units for providing this service as set out in the City's fee schedule.

**Sec. 17-72 Placement.**

- (a) Bulk items must be placed on public right-of-way, immediately adjacent to the property from which the bulk item originated, easily accessible to the collection vehicle, no later than 6:00 a.m. on the scheduled collection day and no earlier than 7:00 p.m. on the day before the scheduled collection day;
- (b) Bulk waste shall not be placed on vacant lots, parks, across the street from the property on which the trash originate or on another person's property;
- (c) Bulk items shall not be stacked under low overhead electrical wires or other cabling or low-hanging tree limbs; adjacent to guy wires, power poles, signposts, mailboxes, fire hydrants, fences or posts; or on top of water meters, gas meters, or other exposed utility components;

- (d) Bulk items shall not be placed in the street, on the sidewalk, or other rights-of-way, or in any manner which would interfere with pedestrian or vehicular traffic or obstruct gutters or drains.

**Sec. 17-73. Penalty**

It shall be unlawful for any person to place bulk items on the city property or right of way for removal by city personnel which are not prepared and placed as required by this ordinance.

- (a) It shall be the duty of the public works director or his/her designee to notify the property owner in writing, to remove all bulk item not prepared and placed as required by this section, at the property owner's expense, or to prepare and place them in accordance with this article.

(b) Upon failure of the property owner to remove or prepare and place such bulk item or items in accordance with this article, the property owner shall be subject to citations and summons to appear in the city's Municipal Court and at the discretion of the public works director or his/her designee, the city may remove the bulk item or items in accordance with Section 17-71 (j).

(c) Any person in violation of this chapter, upon conviction in the city's Municipal Court, shall be subject to prosecution and subject to the penalties set forth in section 1-14 of the Code of Ordinances for each offense and a separate offense shall be deemed committed on each day during or on which a violation occurs.

**Secs. Secs. 17-74—17-75. Reserved.**

**ARTICLE V. YARD TRIMMINGS**

**Sec. 17-76 - Yard trimmings collection practices.**

The city or its authorized agent shall collect yard trimmings, as defined in this chapter, from each residential unit.

**Sec. 17-77. - Acceptable materials and set-out requirements.**

- (a) Yard trimmings set out by residential units for collection by the city must be physically separated from other forms of refuse, including residential refuse and bulk items placed curbside for collection.
- (b) Bagged leaves, pine straw, and grass clippings shall be placed in a separate pile from tree trimmings, hedge clippings, shrubbery clippings, limbs, brush, and similar materials.
- (c) Tree trimmings, hedge and shrubbery clippings, limbs, brush and similar materials shall be of a length and/or weight that is manageable by city collection personnel and/or equipment. No trees, logs, limbs or stumps shall exceed six (6) feet in length or eight (8) inches in diameter.



- (d) Tree trimmings, hedge clippings, shrubbery clippings, limbs, brush and similar materials shall be placed near the curbside in a neat stack that does not exceed eight (8) cubic yards, or twelve (12) feet by six (6) feet by three (3) feet.
- (e) No other trash, particularly solid objects, including but not limited to rocks, glass bottles, wood, pieces of wire, steel or concrete should be mixed with or concealed under yard trimming piles.
- (f) The city shall not collect any material generated by contractors who were retained by a resident to perform work on his or her residential property. It is the responsibility of the contractor to remove all yard trimmings that may arise from the contractor's activities. These contractor-related activities include, but are not limited to trimming and removal of trees or shrubbery, leaf blowing or raking, and grass mowing.
- (g) Yard trimmings shall not be collected by the city for unimproved and/or vacant lots, or multifamily structures, or commercial establishments.
- (h) If authorized items placed for collection are mixed with restricted items, the city shall not be obligated to sort the materials and may refuse the entire load.
- (i) Uncontrolled and/or uncontained yard trimmings shall be considered as litter, and the generator shall thereof be subject to the enforcement actions outlined in section 17-83.
- (j) The city retains the options of collecting yard trimmings that are placed at the curbside and do not adhere to the requirements in this Section and to charge an additional fee to owners of residential units for providing this service as set out in the city's fee schedule.

**Sec. 17-78. Placement.**

- (a) Yard trimmings must be placed on public right-of-way, immediately adjacent to the property from which the yard trimmings originated, easily accessible to the collection vehicle;
- (b) Yard trimmings shall not be placed on vacant lots, parks, across the street from the property on which the yard trimmings originated or on another person's property;
- (c) Yard trimmings shall not be stacked under low overhead electrical wires or other cabling or low-hanging tree limbs; adjacent to guy wires, power poles, signposts, mailboxes, fire hydrants, fences or posts; or on top of water meters, gas meters, or other exposed utility components;
- (d) Yard trimmings shall not be placed in the street, on the sidewalk, or other rights-of-way, or in any manner which would interfere with pedestrian or vehicular traffic or obstruct gutters or drains.

**Sec. 17-79. - Penalty.**

It shall be unlawful for any person to place yard trimmings on city property or right of way for removal by city personnel which are not prepared and placed as required by this ordinance.

(a) It shall be the duty of the public works director or his/her designee to notify the property owner in writing, to remove all yard trimmings not prepared and placed as required by this section, at the property owner's expense, or to prepare and place them in accordance with this article.

(b) Upon failure of the property owner to remove or prepare and place such yard trimmings, the property owner shall be subject to citations and summons to appear in the city's Municipal Court and at the discretion of the public works director or his/her designee, the city may remove the yard trimmings in accordance with Section 17-77 (j).

(c) Any person in violation of this chapter, upon conviction in the City's Municipal Court, shall be subject to prosecution and subject to the penalties set forth in section 1-14 of the Code of Ordinances for each offense and a separate offense shall be deemed committed on each day during or on which a violation occurs.

**Secs. 17-80. Reserved.**

**ARTICLE VI. LITTERING**

**Sec. 17-81. General provisions.**

- (a) *Purpose and intent.* The purpose of this article is to protect the public health, safety, environment, and general welfare through the regulation and prevention of litter. The objectives of this article are:
- (1) Provide for uniform prohibition throughout the city of any and all littering on public or private property; and
  - (2) Prevent the desecration of the beauty and quality of life of the city and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.
- (b) *Applicability.* This article shall apply at all public and private property within the city.
- (c) *Compatibility with other regulations.* This article is not intended to interfere with, abrogate, and or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this article should be considered minimum requirements, and where any provision of this article imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

- (d) *Severability.* If the provisions of any article, section, subsection, paragraph, subdivision or clause of this article shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this article.

**Sec. 17-82. Prohibition against littering public or private property or waters.**

- (a) It shall be unlawful for any person or persons, firm, corporation or company, in person or by his or her agent, employee, or servant to cast, sweep, sift, deposit, accumulate, place, dump, throw or leave or to cause or permit the casting, sweeping, sifting, depositing, accumulating, dumping, placing, throwing or leaving of litter on any public or private property in the corporate limits of this city, or any waters in the corporate limits of this city, any drain, sewer or receiving basin within the corporate limits of this city unless:
- (1) The property is designated by the state or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
  - (2) The litter is placed into a receptacle or container installed on such property; or
  - (3) The person is the owner or tenant in lawful possession of such property, or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.
  - (4) The material is deposited under a permit authorized by any ordinance of the city or is deposited in or conducted into the city sewer system through lawful drains in accordance with the ordinances of the city relating thereto.
- (b) Notwithstanding anything else contained herein to the contrary, it shall be unlawful for any person, firm, or corporation, in person or by his agent, employee or servant, to dump or deposit garbage, waste or litter of any kind or nature, household or commercial, in any litter receptacle or container, public or private, the total weight of which, by volume, exceeds five pounds, which garbage, waste or litter, household or commercial, has been generated outside of the corporate limits of the city and which is brought into the corporate limits of the city; except that this section shall not apply to garbage, waste or litter, household or commercial, dumped or deposited into a properly licensed waste transfer station.

**Sec. 17-83. Vehicle loads causing litter.**

It shall be unlawful for any person, firm or corporation, in person or by his or her or its agent, employee, or servant, to use any vehicle to haul any kind of dirt, rubbish, waste, articles or things of substance whether liquid or solid, unless such vehicle is covered to prevent any part of its load from spilling or dropping at all times while such vehicle is in motion on any street or alley in the city.

Provided, however, that the requirements herein for covering such vehicles shall not apply to vehicles carrying brush cuttings, tree trimmings, branches, logs and similar waste material, if such matter is securely lashed to such vehicle to prevent spilling or dropping of the aforesaid.

**Sec. 17-84. Construction sites.**

- (a) *Litter prohibited.* It shall be unlawful for any owner or agent of a construction site, or any contractor on a construction site, to cause, permit, or allow the presence of litter on such site outside of a proper receptacle or to cause, permit, or allow litter or waste to be spilled, discharged, or blown by wind or water. It shall be the responsibility of the owner or agent of the property and each contractor performing work on the site to keep the property free of litter.
- (b) *Receptacles required.* The owner, agent, or contractor in charge of a construction site shall furnish on such site receptacles sufficient to contain workers' litter and receptacles sufficient to contain all construction debris. All receptacles shall be conveniently available and maintained and secured or covered so as to prevent litter and waste from being spilled, discharged, or blown by wind or water. The primary contractor should determine the number and capacity of receptacles, but no less than one receptacle for workers' litter and no less than one receptacle for construction debris shall be placed at each construction site. Receptacles required under this subsection shall be not less than ten gallons capacity. All receptacles shall be emptied as necessary, but not less frequently than weekly, except that receptacles used exclusively to contain construction debris shall be serviced with sufficient frequency to prevent spillage from overflow and to prevent offensive odors. All receptacles required under this subsection shall remain conveniently available on the site from the time construction activity commences until the construction activity ceases.
- (c) *Exclusion.* The requirement for receptacles in this section shall not apply to any construction site on which only repair or renovation of a building is taking place, provided that no litter or construction debris is placed, stored, or otherwise accumulated on the exterior of the property outside of a proper receptacle and any such receptacle is maintained in accordance with this chapter.
- (d) *Portable toilets required.* The owner, agent or contractor in charge of a construction site shall furnish no less than one portable toilet facility on such site but in any event such number sufficient to service the sanitary waste needs for the site. It shall be unlawful for the owner, agent or contractor in charge of a construction site to cause, permit or allow such facility to spill or discharge on the site or into waters located on the site. It shall be the responsibility of the owner, agent or contractor in charge of a construction site to have such facility emptied, serviced and maintained on an "as needed" basis.
- (e) *Concrete truck washout.* It shall be unlawful for the owner, agent or contractor in charge of a construction site to permit and unlawful for the driver operator or other employee on a concrete truck to wash or discharge excess concrete from the chute, pump, drum or barrel of a concrete truck except in a temporary concrete washout area, as approved by the City of Newnan.
- (f) *Chemical storage.* Any chemicals stored on a construction site shall be stored in approved containers, properly secured, and it shall be unlawful for the owner, agent or contractor in charge of a construction site to permit the improper storage of chemicals on a construction site.

**Sec. 17-85. Litter receptacles at places frequented by the public.**

- (a) *Receptacles required.* Every owner, occupant, tenant, or lessee in control of any property that is held out to the public as a place for assemblage, for the transaction of business or recreation, or as a public way shall provide adequate receptacles of sufficient number and size to contain all litter generated by those persons frequenting that public place. The owner, occupant, tenant, or lessee in control of any property shall determine the number and size of the receptacles, except that no less than one receptacle shall be placed at each site. Receptacles shall be no less than ten gallons in capacity and clearly marked and designed to prevent the escape of litter and waste. Any person owning or in control of any property at which receptacles are required by this chapter shall at his or her own expense be responsible for the placement, and maintenance of such receptacles as required by this chapter.
- (b) *Periodic emptying of receptacles.* All litter and solid waste shall be removed from receptacles as necessary, but not less frequently than weekly, and all receptacles shall be maintained in a sanitary and serviceable condition.

**Sec. 17-86. Duty of owners and occupants.**

- (a) *General requirement.* It shall be the responsibility of each owner, agent, occupant, or lessee to keep his or her property free of litter. The owner, agent, occupant, or lessee of any property shall be responsible for removing litter accumulating on said property.
- (b) *Litter prohibited.* No owner, agent, occupant, or lessee of any property shall allow the storage or accumulation of litter on the exterior of said property outside of a receptacle that is covered, secured, and maintained so as to prevent blowing, spilling, scattering, or leaking of the litter and waste contained therein, except that this requirement shall not apply to an area designated and approved by the county as a permitted disposal site.
- (c) *Adjacent and surrounding areas.* It shall be the responsibility of each proprietor and each operator of any business, industry, or institution to keep the adjacent and surrounding areas free of litter. These areas include, but are not limited to public and private sidewalks, roads, and alleys; grounds; parking lots; loading and unloading areas; and all vacant lots that are owned or leased by such establishment or institution. Removal of any litter shall be performed in accordance with this chapter.

**Sec. 17-87. Violations, evidence, notification and enforcement penalties.**

- (a) *Violations.* It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any person who has violated or continues to violate the provisions of this article, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law.
- (b) *Evidence.*
  - (1) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this article, it shall

be prima facie evidence that the operator of the conveyance has violated this article.

- (2) Except as provided in subsection (1), whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this article is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writing which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this article.
- (c) *Notification.* Notice of a violation of this article and chapter shall be made by serving a citation by mail or in person by an officer, agent or official of the city empowered by the Code of Ordinances of the city or by the state to issue citations on behalf of the city.
- (d) *Penalties.* Any person who violates the provisions of this article and this chapter or is charged with causing the violation of any provision of this article and this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:
  - (1) By a fine of not less than \$200.00 and not more than \$1,000.00; and
  - (2) In addition to the fine set out in subsection (1) above, the violator shall reimburse the city for the reasonable cost of removing the litter when the litter is or is ordered removed by the city; and
  - (3) a. In the sound discretion of the court, the person may be directed to pick up and remove from any public street or highway or public right-of-way for a distance not to exceed one mile any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or  
b. In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence; and
  - (4) The court may publish the names of persons convicted of violating this article and chapter in the legal organ of the city.
- (e) *Enforcement.* All law enforcement agencies, officers and officials of this state or any political subdivision thereof, or any enforcement agency, officer or any official of any commission of this state or any political subdivision thereof, are hereby authorized, empowered and directed to enforce compliance with this article and chapter.

#### **Sec. 17-88. Abatement.**

Whenever any person convicted of violating this article and chapter shall continue to maintain property in violation of this article and chapter, an appropriate designee of the city may be empowered to enter upon the property and correct the unlawful

condition, and to place a lien against the property for the cost of such litter removal and the cost of preparing and filing the lien, including legal expenses incurred.

**Secs. 17-89. Reserved.**

***ARTICLE VII. COMMERCIAL, OFFICE/INSTITUTIONAL, INDUSTRIAL AND RESIDENTIAL COLLECTION IN THE CITY'S CENTRAL BUSINESS DISTRICT***

**Sec. 17-90. Collection in the city's Central Business District.**

Notwithstanding the provisions of section 17-56 and section 17-60 of this chapter, the following regulations shall apply to the collection of all commercial, office/institutional, industrial and residential solid waste generated and collected in the city's Central Business District, as such district is defined on the Official Zoning Map of the City of Newnan:

- (1) All refuse accumulated in the city's Central Business District shall be collected, conveyed and disposed by the city under the supervision of the public works director or his/her designee. The public works director or his/her designee shall have the authority to make regulations concerning the administration of this section as he/she finds necessary, and to change and modify the same after notice as required by law, provided that such regulations are not contrary to the provisions hereof.
- (2) Owners of record and tenants of all commercial, office/institutional, industrial and residential units shall obtain service for each such unit from the city except as provided for in this section. Failure to provide evidence of proper disposal of refuse upon request by city officials (receipts, canceled checks, etc.) shall be a violation of this section, punishable as set forth in section 17-91. Refuse may not be disposed of by any person in an open dump nor may any person cause, suffer, allow or permit open dumping on his/her property.
- (3) The frequency of refuse collection from any commercial, office/institutional, industrial and residential units shall be determined in accordance with its need and convenience as determined by the public works director or his/her designee. If necessary to protect public health, the public works director or his/her designee shall have the authority to require more frequent collections than originally determined. Carts shall be furnished as needed by the city.
- (4) Owners or tenants of commercial, office/institutional, industrial and residential units shall place the refuse in the carts and the carts shall be placed, on assigned collection days, at front curbside locations in such manner as not to obstruct passage or in the alley's located in the city as directed by the public works director or his/her designee. If the carts are to be placed at curb side, the owners or tenants shall place the carts at appropriate curbside locations at or before 6:00 a.m. or prior to the arrival of the collection vehicles. This placement shall not be made before 7:00 p.m. on the date prior to collection day. Any refuse placed on the curb after departure of the pickup crew of the city or its authorized agent shall subject the owner to prosecution for violation of this chapter should the street become littered from refuse.

- (5) Owners or tenants of commercial, office/institutional, industrial and residential units shall remove the carts from curbside location to storage location, which storage location shall be nearer to the residential unit located on the premises than to any street abutting the premises; removal of the cart should be accomplished within 24 hours following collection on the date the contents are emptied and collected.
- (6) Owners or tenants shall prevent the continued, excessive and unsightly accumulation of refuse upon their property or the public thoroughfares bounding upon owner's property.
- (7) It shall be a violation of this chapter to place or cause to be placed for collection any hazardous waste, any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.
- (8) Bulk items may be collected at the curbside at the request of the owner or tenant as an unscheduled or special service upon setting up such collections or services with the public works director or his/her designee. Owners or tenants shall be responsible for the removal of any CFCs and freon from any items of bulk items prior to its collection. There shall be a minimum fee, as established by city council in the fee schedule based on a per vehicle load plus disposal cost based on the current landfill rates for the type of materials collected. Payment for such service shall be due five days following receipt of a statement for such service from the city. Payments received by the city after the due date shall incur a late payment charge as set forth in the fee schedule.
- (9) All refuse will be collected by the city if placed in the cart. No open containers shall be permitted.
- (10) Yard trimmings shall be collected by the city once every week if placed at curbside for collection. A private contractor providing landscaping maintenance must remove yard trimmings from the premises and may not be placed at curbside for collection.
- (11) Owners and tenants of commercial office/institutional, industrial and residential units shall be responsible for the proper disposition of any dead animals.
- (12) During any week in which there is an observed holiday or extremely harsh weather conditions, such as snow or ice, the city may collect refuse in accordance with an altered collection schedule as needed.
- (13) Fees for collection of solid waste, by the city shall be as established in the city's fee schedule as it may be amended from time to time. The due date for the payment of solid waste collection fees shall be the 1st day of each month. Any payment received after the 1st day of each month shall incur a late payment charge as set forth in the fee schedule.
- (14) The City of Newnan at all times reserves the right to direct and control all relevant aspects of the time, place and manner of refuse service in the Central Business District. Nothing in this chapter is intended to abridge the City of Newnan's right to ownership and control of the waste stream.



- (15) Except as otherwise provided for herein, no other person, firm or corporation shall collect or convey over any of the streets or alleys of the city or dispose of any refuse accumulated in the city other than the city. To the extent there exists, as of the date of the enactment of this chapter, a validly enforceable contract for refuse collection by and between any commercial office/institutional, industrial and residential units within the city and a third party company, not the authorized agent of the city, such contract will, upon application made by the commercial office/institutional, industrial and residential units who is a party to the contract, be allowed to expire, excluding any provisions for renewal, before the city shall require the commercial office/institutional, industrial and residential units to exclusively use the city for refuse collection services.
- (16) All commercial office/institutional, industrial and residential units or other entities producing hazardous waste or special waste shall be responsible for the disposal of and provide for the disposal of the hazardous waste or special waste in accordance with all federal and state laws and regulations.
- (17) All commercial office/institutional, industrial and residential units or other entities serviced by dumpsters prior to adoption of amendment shall be permitted to continue dumpster service. New dumpster service shall be permitted upon approval from public works director or his/her designee. The owner and tenant of any commercial office/institutional, industrial and residential units shall cause to be built, around the area in which the dumpster is located, a screened fence of durable quality and construction at least six feet in height which conceals and blocks the container from the view of any public property. The owner and tenant of any commercial office/institutional, industrial and residential units shall provide unimpeded access to each dumpster by the collection vehicles on collection days at collection times. No parking or other obstructions shall be permitted in the access area for dumpsters. Concrete pads of appropriate size and construction shall be provided for dumpsters or groups of dumpsters by the property owner. Adequate drainage shall be provided in and around the pad areas.
- (18) As a condition to the issuance of a permit for the construction of a commercial office/institutional, industrial and residential units, arrangements for the storage of refuse and carts and location of dumpsters, if permitted, must be approved by the public works director or his/her designee.
- (19) Owners and tenants of commercial, office/institutional, industrial and residential units shall be responsible for maintaining the area surrounding dumpsters and carts clean and free of accumulation of refuse.
- (20) Multi-tenant unit/customer: At the discretion of the public works director or his/her designee, combined billing may be made available for multi-tenant facilities whereby eight or more units/customers are present, excluding those situations in which a restaurant and/or residential use is one of the included tenants/customers.
- (21) Grease collection: All cooking oil or grease generated by the owner or tenant of a restaurant or other food service establishment shall be collected and held

by the owner or tenant in a container approved by the public works director or his/her designee. The collection container shall be located on private property and shall not be located or placed on a sidewalk or public right-of-way. The collection container shall be serviced and the cooking oil and grease collected and removed by a private contractor contracted with by the owner or tenant.

- (22) Exemptions: State, federal and county facilities shall be exempt from the provisions of this section; however, such agencies may contract with the city for such services in accordance with the provisions of this section.

**Sec. 17-91. Penalties.**

Any owner or tenant failing to comply with the requirements of this section may be prosecuted by the city in accordance with this section and upon conviction shall be subject to the penalties set forth in section 17-48 of the Code of Ordinances.

**SECTION II:** All formal ordinances or parts thereof conflicting or inconsistent with the provisions of this chapter are hereby repealed.

**SECTION III.** Severability. In the event any section, subsection, sentence, clause, or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses, or phrases of this ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause, or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council hereby declares that it would have passed the remaining parts of this ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

**SECTION IV:** This ordinance shall be in full force and effect upon its official adoption by the Mayor and Council of the City of Newnan with a program commencement date of January 1, 2023.

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the \_\_\_\_ day of \_\_\_\_\_, 2022 in regular session assembled.

ATTEST:

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

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

\_\_\_\_\_  
Raymond F. DuBose, Mayor Pro-Tem

REVIEWED AS TO FORM:

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

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

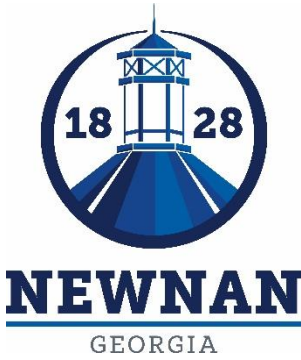
\_\_\_\_\_  
Cleatus Phillips, City Manager

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

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

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

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



## City of Newnan, Georgia - Mayor and Council

Date: 12/13/22

Agenda Item: Consideration of policy change for allowing food/beverage at the Wadsworth Auditorium.

Prepared By: Katie Mosley

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### **Purpose:**

To request that the Newnan City Council approve the presented policy that will allow the sale and service of certain food and beverage items, including beer and wine, in the Wadsworth Auditorium, the new fee schedule and accompanying rental rates, and the release of a Request for Qualifications to secure a sole provider of concessionaire/catering services.

### **Background:**

Since 2018, the usage of the Wadsworth Auditorium has increased almost 200% along with the requests to have food and beverages. With only 36 rentals in 2018 to nearly 90 rentals projected for 2022, the Wadsworth Auditorium is now attracting larger, higher quality events and most renters are expecting to sell concessions. Some events have chosen other venues because the organizer was not allowed to sell food/beverages in the auditorium. Staff has researched policies in similar venues and found that most performing arts venues allow the sale of food and beverages. Staff believes that allowing the sale of food and beverage will make the Wadsworth Auditorium more competitive in the market and offer added benefits to the renters and attendees of events. This policy change will support our goal of offering events and services to provide a higher quality of life for our community, downtown development and Main Street Newnan efforts, and attract more tourism and leisure visitors to our entertainment district. Past and future planned projects at the Wadsworth also support this change such as the expansion of the restrooms facilities and the redesign of the parking lot.

Staff is requesting for the Newnan City Council to approve the presented policy change that includes contracting with a third-party concessionaire/caterer to manage the sale and service of certain food and beverage items and updating the fee schedule for the Wadsworth Auditorium.

Food items, under this policy, include only pre-packaged items such as chips, nuts, and a variety of candies, no cooked or on-site prepared items shall be permitted.

The policy also includes the provision of soft drinks, bottled water, and alcoholic beverages (beer & wine).

The proposed policy will require the identification, dedication and select improvement of facility space for use as dry and cold storage. Additionally, the purchase of portable bars/serving stations may be needed.

### **Funding:**

N/A

### **Recommendation:**

1. To consider and approve the presented policy that would allow for the sale and service of certain food and beverage items at the Wadsworth Auditorium.

2. To consider and approve the following proposed fee schedule:
  - a. Food/Beverage + Alcohol
    - i. Deposit: \$1000.00
    - ii. Rental: +\$250.00/daily rate
    - iii. Cleaning: \$300.00
  - b. Food/Beverage No Alcohol
    - i. Deposit: \$750.00
    - ii. Rental: +\$150.00/daily rate
    - iii. Cleaning: \$300.00
  - c. No Food/Beverage
    - i. All costs remain the same
  
3. To consider and authorize staff to develop and issue a Request for Qualifications to secure a sole provider of concessionaire/catering services.

The RFQ may include the following:

- a. Business and Alcohol License
- b. Minimum Event Revenue Requirement
- c. Bartender(s) Hourly Rate
- d. Required number of bartenders for event based on number of attendees
- e. Cash Bar Soda/Water Price
- f. Cash Bar Beer/Wine Price
- g. Open Bar Soda/Water Price
- h. Open Bar Beer/Wine Price
- i. Price for concessions, soda, water, beer/wine hosted with ticket sales
- j. Pre-packaged concession prices (solid foods only):
  - i. Assorted Nuts
  - ii. Trail Mix
  - iii. Popcorn
  - iv. Candy/Sweets (variety)
  - v. Assorted Chips

**Attachments:**

<b>Wadsworth Auditorium Rentals</b>					
<b>Year</b>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
<b>Number of Rentals</b>	36	64	87	76	85

Slide 1: Comparable venues with food/beverage polices

Slide 2: Updated Fee Schedule

Slide 3: 3 Level Food/Beverage Offering Options

**Previous Discussion with Council:**

Over time, Newnan City Council has considered the provision of food and beverage at the Wadsworth Auditorium. At the October 25, 2022 meeting, Newnan City Council directed staff to compile research and present a policy recommendation that would promote the sale and service of food and beverage items at the Wadsworth Auditorium.



## Macon City Auditorium

c. 1925  
675 Lower Level Seats



## The Strand

c. 1935  
531 Seats  
Marietta, Ga



## Rome City Auditorium

c. 1916  
1100 Seats



## Holly Theatre

c. 1948  
322 Seats  
Dahlonega, Ga

# Wadsworth Auditorium Fee Schedule

## **Proposed Fee Schedule:**

	Food/Beverage + Alcohol	Food/Beverage No Alcohol	No Food/Beverage
Deposit	\$1,000.00	\$750.00	No Change
Daily Rental Fee	+ \$250.00	+ \$150.00	No Change
Cleaning Fee	\$300.00	\$300.00	No Change

## **Current Fee Schedule:**

	Non Profit In County	Non Profit Out of County	For Profit In County	For Profit Out of County
Deposit	\$500.00	\$500.00	\$500.00	\$500.00
Daily Rental Fee	\$300.00	\$400.00	\$500.00	\$600.00
Cleaning Fee	\$150.00	\$150.00	\$150.00	\$150.00

# Food/Beverage Offering Options:

- Open Bar with Running Tab
- Cash Bar
- Hosted with Tickets

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## Items Include in Concessions:



Soda/Water



Beer/Wine



Assorted Nuts, Trail Mix, Popcorn,  
Candy/Sweets, Variety of Chips



## City of Newnan, Georgia - Mayor and Council



Date: December 13, 2022

Agenda Item: Rezoning Request for RZ2022-14 by George Rosenzweig on behalf of Pope and Land Enterprises, Inc.; 42.20± acres located on Poplar Road (Tax Parcel #s 087 2005 001, 087 2005 002, and 087 2005 003); Change in conditions for the MXD (Mixed Use Development) development and amendment to the master plan to accommodate 350 multi-family units, 155 active adult senior units, 101 townhomes, 300,000 square feet of office space, a 175-key hotel, and 31,500 square feet of retail/restaurant space – **For Information Only**

Prepared By: Tracy S. Dunnivant, Planning Director

**Purpose:** To inform the City Council that RZ2022-14 is before the Planning Commission for consideration and a recommendation on the requested change in zoning conditions and proposed amendment to the master plan.

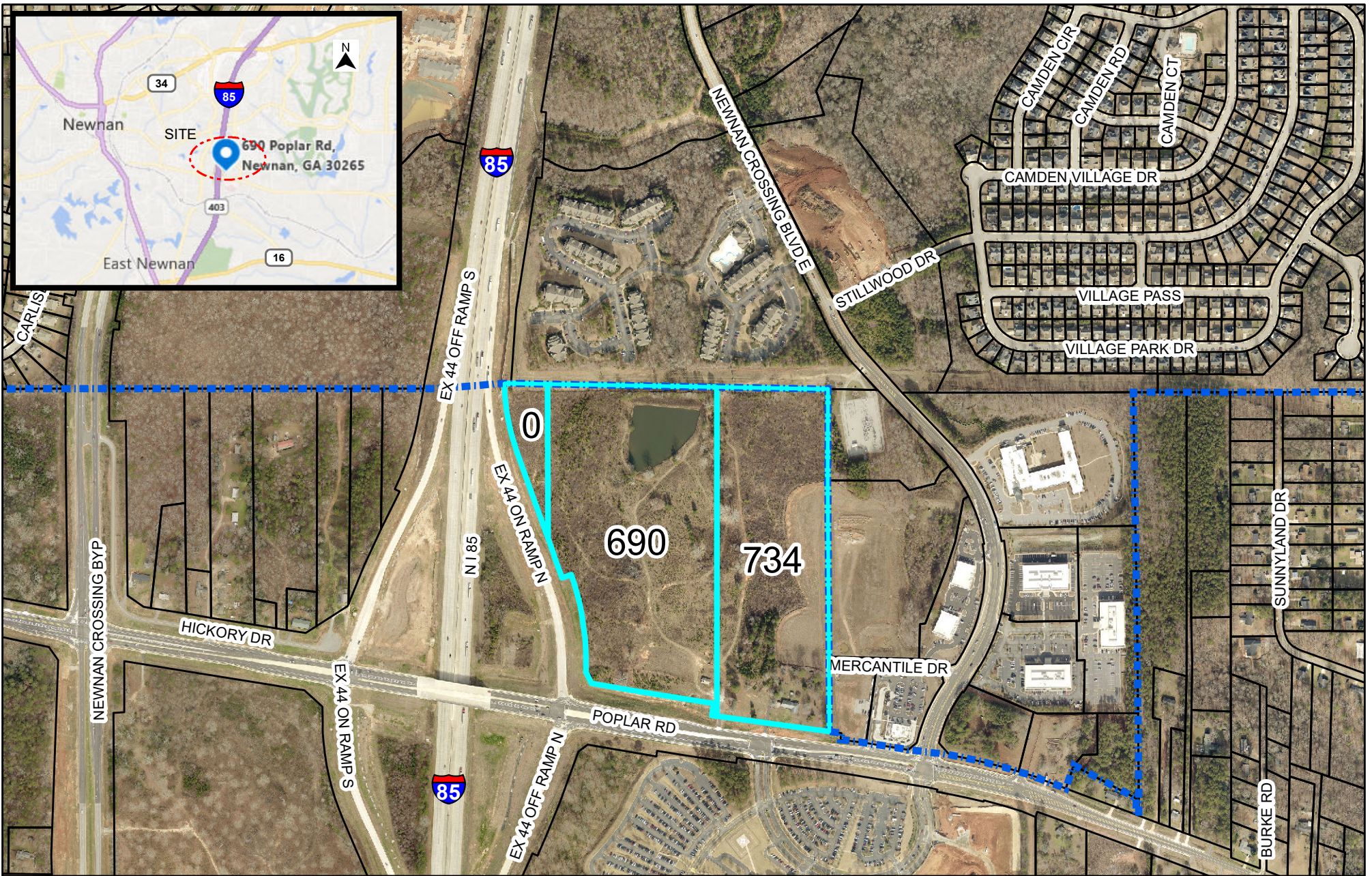
Land Owners	Tax ID Numbers	Acreage	Location
Payton, Deward Allen Estate; Payton, Alton Martin & Payton Phillips; Phillips, Marjorie P.	087 2005 001, 087 2005 002, and 087 2005 003	42.20± acres	Poplar Road

**Background:** The petitioner is requesting a change in the zoning conditions and an amendment to the master plan for a MXD (Mixed Use Development) site located on Poplar Road. The site was annexed into the City in February of 2022 as a mixed-use development (Poplar Place) 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. Per the letter of intent, the applicant is seeking to amend the plan and conditions of zoning to reflect a more market driven development”. In terms of uses, the new plan would decrease the office space to 300,000 square feet, decrease the commercial space to 31,500 square feet, replace the amphitheater with a village green, increase the overall amount of greenspace, increase the hotel size by 35 rooms, and replace the parking decks with surface parking.

**Funding:** N/A

**Recommendation:** N/A

**Previous Discussion with Council:** Poplar Place Annexation – Approved February 2022



**CITY OF NEWNAN | Project Location**



CITY OF NEWNAN  
 PLANNING DEPT.  
 25 LAGRANGE STREET  
 NEWNAN, GEORGIA 30263  
 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

186

**POPE & LAND ENTERPRISES, INC.  
REZONING APPLICATION**

**42.20 +/- acres**

**TAX PARCELS: 0872005001,  
0872005002, 0872005003**

**Pope & Land Enterprises, Inc.  
Applicant's Representative  
George C. Rosenzweig  
Rosenzweig Law PC  
75 Jackson Street, Suite 405  
Newnan, Georgia 30263  
(470) 347-3651  
george@cowetalaw.com  
State Bar: 614925**



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

DRAFT 11-18-2022

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

**APPLICATION TO AMEND ZONING CONDITIONS**

**Note to Applicant:** Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline *will not be accepted*.

Name of Applicant Pope & Land Enterprises, Inc. (By George C. Rosenzweig, Attorney for Applicant)

Mailing Address Rosenzweig Law, 75 Jackson Street, Suite 405, Newnan, Georgia 30263

Telephone (470) 347-3651 Email: george@cowetalaw.com

Property Owner (Use back if multiple names) Marjorie P. Phillips, Estate of Deward Allen Payton, and Phillips Family Partnership, LLLP

Mailing Address See attached sheet for multiple names and addresses

Telephone \_\_\_\_\_

Address/Location of Property \_\_\_\_\_

Tax Parcel No.: 0872005001, 0872005002, 0872005003 Land Lot \_\_\_\_\_

District/Section Land Lot 5, Second Land District Size of Property (Square Feet or Acres) 42.20 Acres +/-

Present Zoning Classification: MXD Proposed Zoning Classification: Replacing the existing conditions

Present Land Use: Undeveloped with the revisions to existing conditions attached on the next page

To the best of your ability, please answer the following questions regarding the application:

The current zoning conditions should be no longer applicable because: The property has no viable economic use with the  
current zoning conditions.

The proposed revised zoning conditions should be adopted because:

The revised conditions will facilitate, allow and encourage flexibility and creativity in the design and development of the property as a comprehensively planned, mixed-use center consistent with existing public plans and pertinent City policy by encouraging residential uses in conjunction with commercial and other compatible activities in order to create an active street life, enhance the vitality of businesses, and reduce vehicular traffic. The proposed site plan combines residential, commercial, and other non-residential uses in such a manner as to be functionally integrated, and complimentary of each other rather than a development with random, non-integrated, non-associative elements.

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Please attach all the following items to the completed application:

1. A letter of intent giving the details of the proposed use of the property which should include, at a minimum, the following information:
  - What the property is to be used for, if known.
  - The size of the parcel or tract.
  - The zoning classification requested and the existing classification at the filing of this application.
  - The number of units proposed.
  - For non-residential projects, provide the density of development in terms of floor area ratio (FAR).
  - Any proposed buffers and modification to existing buffers.
  - Availability of water and sewer facilities including existing distance to property.
2. Name and mailing addresses of all owners of all property within 250 feet of the subject property (available from the County Tax Assessor records). This is encouraged to be submitted in a mail merge Microsoft Word data file format.
3. Legal description of property. This description must establish a point of beginning; and from the point of beginning, give each dimension bounding the property that the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested. A copy of the deed may substitute for a separate description.
4. A certified plat (stamped and dated) drawn to scale by a registered engineer, architect, land planner, land surveyor, or landscape architect that shall include the following information:
  - ✓ Boundary survey showing property lines with lengths and bearings
  - ✓ Adjoining streets, existing and proposed, showing right-of-way
  - ✓ Locations of existing buildings dimensioned and to scale, paved areas, dedicated parking spaces, and other property improvements
  - ✓ North arrow and scale
  - ✓ Adjacent land ownership, zoning and current land use
  - ✓ Total and net acreage of property
  - ✓ Proposed building locations
  - ✓ Existing and proposed driveway(s)
  - ✓ Lakes, ponds, streams, and other watercourses
  - ✓ Floodplain, wetlands, and slopes equal to or greater than 20 percent
  - ✓ Cemeteries, burial grounds, and other historic or culturally significant features
  - ✓ Required and/or proposed setbacks and buffers
5. Submit one (1) copy in an 18" x 24" format and one copy in a pdf digital file format.
6. Completed Proffered Conditions form.
7. Completed Disclosure of Campaign Contributions and Gifts form.
8. If the applicant and the property owner are not the same, complete the Property Owner's Authorization form and/or the Authorization of Attorney form.
9. For multiple owners, a Property Owner's Authorization form shall be submitted for each owner.
10. A community impact study must be submitted if the development meets any of the following criteria:
  - Office proposals in excess of 200,000 gross square feet
  - Commercial proposals in excess of 250,000 gross square feet
  - Industrial proposals which would employ over 500 persons
  - Multi-Family proposals in excess of 150 units

11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.

12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:

- Single-Family Application.....\$500.00/Plus \$15.00 Per Acre
- Multi-Family Application.....\$500.00/Plus \$25.00 Per Acre
- Office/Institutional Application.....\$500.00/Plus \$15.00 Per Acre
- Commercial Application.....\$500.00/Plus \$25.00 Per Acre
- Industrial Application.....\$500.00/Plus \$15.00 Per Acre
- Mixed Use Application.....\$500.00/Plus Per Acre fee based upon proposed land use.
- Planned Development Application.....\$500.00/Plus per Acre fee based upon proposed land use.
- Overlay Zoning Application.....\$350.00

**PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.**

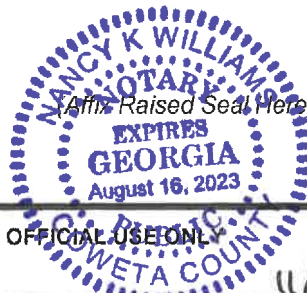
I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Sworn to and subscribed before me this

1<sup>st</sup> day of December, 2022

Signature of Applicant [Signature]

Nancy K. Williams  
Notary Public



FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE: 11/28/2022

RECEIVED BY: Tracy S. Dunnavant

DATE OF FILING: 12/01/2022

FILING FEE RECEIVED: \$1,518.00

DATE OF NOTICE TO NEWSPAPER: \_\_\_\_\_

DATE OF PUBLIC HEARING: \_\_\_\_\_

PLANNING COMMISSION RECOMMENDATION (DATE): \_\_\_\_\_

DATE OF TRANSMITTAL TO CITY COUNCIL: \_\_\_\_\_

CITY COUNCIL DECISION (DATE): \_\_\_\_\_

**Tax Parcel No.: 0872005001**

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

**Tax Parcel No.: 0872005002**

Payton, Alton Martin & Payton Phillips  
Family Partnership LLLP  
P.O. Box 1432  
Newnan, GA 30264

**Tax Parcel No.: 0872005003**

Phillips, Marjorie P.  
734 Poplar Road  
Newnan, GA 30263



December 1, 2022

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

RE: Application of Pope & Land Enterprises, Inc. to Revise Zoning Conditions for Property located in Land Lot 5 of the Second Land District identified as 42.20 +/- Acres off Poplar Road in the City of Newnan, Georgia formerly known as the Poplar Place Development

Dear Ms. Dunnivant:

Pope & Land Enterprises, Inc., the Applicant, and the owners of the above-referenced property (the "Property"), are making this Application to revise the zoning conditions for the Property, which so restrict the Property that it has no viable economic use as zoned.

Pope & Land Enterprises, Inc. includes a team of professionals substantially experienced with large-scale project development including The Battery Atlanta and City Park Charlotte. Locally, Pope & Land Enterprises, Inc. has been the developer of the highly successful and prestigious Bridgeport Industrial Park.

Incorporated in our Application is a new plan as well as proposed revised conditions based upon the current market for the high-quality mixed-use development the City of Newnan envisioned when the Property was rezoned.

The new plan 1) does not increase overall density, 2) affords a reduction in the scale, mass and height of proposed buildings, and 3) provides 4.5 acres more of park space organized and distributed to be the active, viable backbone of the new community. The new plan focuses on value through the creation of place, and benefits from the team's years of experience in creating great places for people.

The new plan forgoes the concept of a stand-alone amphitheater providing, instead, a central, flexible, village green. The green itself is similar in scale to that of the City of Alpharetta and the Atlanta Botanical Garden lawn – both facilities which provide for community-based concert series, as well as multiple other seasonal and community-programmed activities throughout the year.

**GEORGE C. ROSENZWEIG**

75 Jackson Street, Suite 405, Newnan, Georgia 30263

Tel: 470-347-3651 Fax: 470-241-1251 Email: [george@cowetalaw.com](mailto:george@cowetalaw.com)

[www.rosenzweig.law](http://www.rosenzweig.law)



Ms. Tracy Dunnavant, Planning Director  
December 1, 2022  
Page Two

Additionally, a series of pedestrian-scaled blocks and complete-streets provide and promote walkability within the community and to the future LINC trail. Organization of the streets and blocks provide for maximum connectivity between the various components of the community while emphasizing traffic-calming and safety.

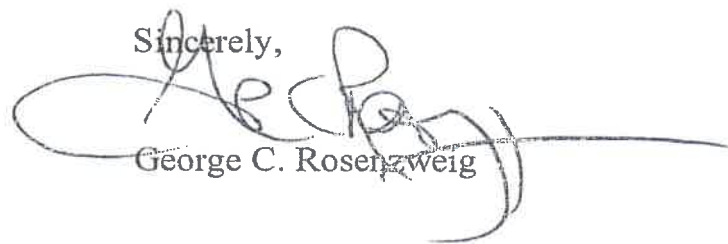
The new plan and revised conditions will allow and encourage flexibility and creativity in the design and development of the Property as a comprehensively planned, mixed-use center consistent with existing public plans and pertinent City policy by encouraging residential uses in conjunction with commercial and other compatible activities in order to create an active street life, enhance the vitality of businesses, and reduce vehicular traffic. The proposed plan combines residential, commercial, and other non-residential uses in such a manner as to be functionally integrated, and complimentary of each other rather than a development with random, non-integrated, non-associative elements.

In developing the Property, pursuant to the Newnan Mixed-Use Ordinance, development will be staged based upon the initial plan for the entire site and subsequent development plans for each stage of development as dictated by market forces.

Consistent with the vision for mixed-use developments, adopted by the City of Newnan, higher density residential uses will be integrated into the overall mixed-use development in a manner which insures compatibility of land uses by incorporating coordinated standards of project and site planning thereby strengthening Newnan's economic base and providing proximate linkages between employment opportunities and housing.

The Applicant's plan provides substantial open space, including the community green field, as well as connectivity to Newnan's LINC trail system in a walkable physically and aesthetically integrated development in an appropriate transitional location near recent transportation improvements and numerous employers including many in the healthcare industry.

For these reasons, Applicant and the new owners believe that the public interest would be well served by amending the current zoning conditions.

Sincerely,  
  
George C. Rosenzweig

GCR/nkw  
Enclosures

## LEGAL DESCRIPTION

### COMBINED – PARCEL 1, PARCEL 2, AND PARCEL 3

All that tract or parcel of land lying and being in Land Lot 5, 2<sup>nd</sup> District, Coweta County, Georgia; and being more particularly described as follows:

BEGINNING at a 1/2" iron pin and plastic cap placed at the intersection of the east right-of-way line of Interstate 85 (having a variable right-of-way) with the north line of Land Lot 5, thence running along said north line of Land Lot 5 following metes and bounds; S 89°47'30" E a distance of 240.20' to a 3/8" rebar found; S 89°52'53" E a distance of 796.92' to a 1/2" open top pipe found; N 88°33'23" E a distance of 443.47' to a 1/2" iron pin and plastic cap placed; thence leaving said land lot line, S 00°16'32" E a distance of 1567.07' to a 1/2" rebar and cap found on the north right-of-way line of Poplar Road (having a variable right-of-way); thence running along said right-of-way line of Poplar Road the following metes and bounds; N 82°14'52" W a distance of 543.81' to a right-of-way monument found; N 08°56'19" E a distance of 55.08' to a right-of-way monument found; run west along the arc of a curve turning to the right with an arc length of 288.29', with a radius of 11850.00', with a chord bearing of N 80°50'42" W, with a chord length of 288.28' to a right-of-way monument found; N 80°21'38" W a distance of 279.75' to a right-of-way monument found at the northeast mitered right-of-way of Poplar Road and Interstate 85; thence running along said mitered right-of-way line, N 26°15'12" W a distance of 55.70' to a right-of-way monument found on the east right-of-way line of Interstate 85; thence running along the east right-of-way line of Interstate 85 the following metes and bounds; N 00°45'56" W a distance of 65.54' to a right-of-way monument found; run north along the arc of a curve turning to the left with an arc length of 390.69', with a radius of 1155.00', with a chord bearing of N 09°53'18" W, with a chord length of 388.83' to a right-of-way monument found; S 70°19'52" W a distance of 45.53' to a right-of-way monument found; N 19°38'09" W a distance of 77.26' to a right-of-way monument found; N 19°36'12" W a distance of 540.38' to a right-of-way monument found; run north along the arc of a curve turning to the right with an arc length of 279.30', with a radius of 970.00', with a chord bearing of N 11°22'05" W, with a chord length of 278.34' to a 1/2" iron pin and plastic cap placed and the POINT OF BEGINNING;

Said Combined Parcel contains 42.203 acres (1,838,360 sq. ft.)



**PARKING COUNTS**

- A** ACTIVE ADULT:  
+/- 153 UNITS x 1.5 = 232 SPOTS REQUIRED  
+/- 254 SPOTS PROVIDED
- B** TOWNHOMES:  
+/- 101 UNITS x 2 = 202 SPOTS REQUIRED  
+/- 225 SPOTS PROVIDED
- C** MULTIFAMILY:  
+/- 350 UNITS x 1.5 = 525 SPOTS REQUIRED  
+/- 528 SPOTS PROVIDED
- D** OFFICE:  
+/- 300,000 SF = 1 SPOT PER 250 S.F. = 1200 SPOTS REQUIRED  
+/- 1334 SPOTS PROVIDED
- E** RETAIL:  
+/- 31,500 SF = 1 SPOT PER 250 S.F. = 126 SPOTS REQUIRED  
+/- 96 SURFACE SPOTS PROVIDED + SHARED USE WITH OFFICE TO MEET REQUIRED 126 SPOTS.
- F** HOTEL:  
+/- 175 KEYS x 1 = 175 SPOTS REQUIRED  
154 SURFACE SPOTS PROVIDED + SHARED USE WITH OFFICE TO MEET REQUIRED 175 SPOTS

**KEY LEGEND**

- A** ACTIVE ADULT: +/- 153 UNITS
- B** TOWNHOMES: +/- 101 UNITS
- C** MULTIFAMILY: +/- 350 UNITS
- D** OFFICE: +/- 300,000 SF
- E** RETAIL: +/- 31,500 SF
- F** HOTEL: +/- 175 KEYS

**GREENSPACE KEY LEGEND**

- 1** GREENSPACE: +/- 4.2 ACRES
- 2** GREENSPACE: +/- 1.1 ACRES
- 3** GREENSPACE: +/- 1.44 ACRES
- GREENSPACE TOTAL: +/- 6.74 ACRES





**KEY LEGEND**

- PEDESTRIAN CIRCULATION
- VEHICULAR/BICYCLE CIRCULATION

**POPLAR PLACE**  
CIRCULATION FRAMEWORK

Newnan, GA  
December 1, 2022





ARCADIS  
Engineering

NEWMAN CROSSING BLVD

MERCANTILE DR

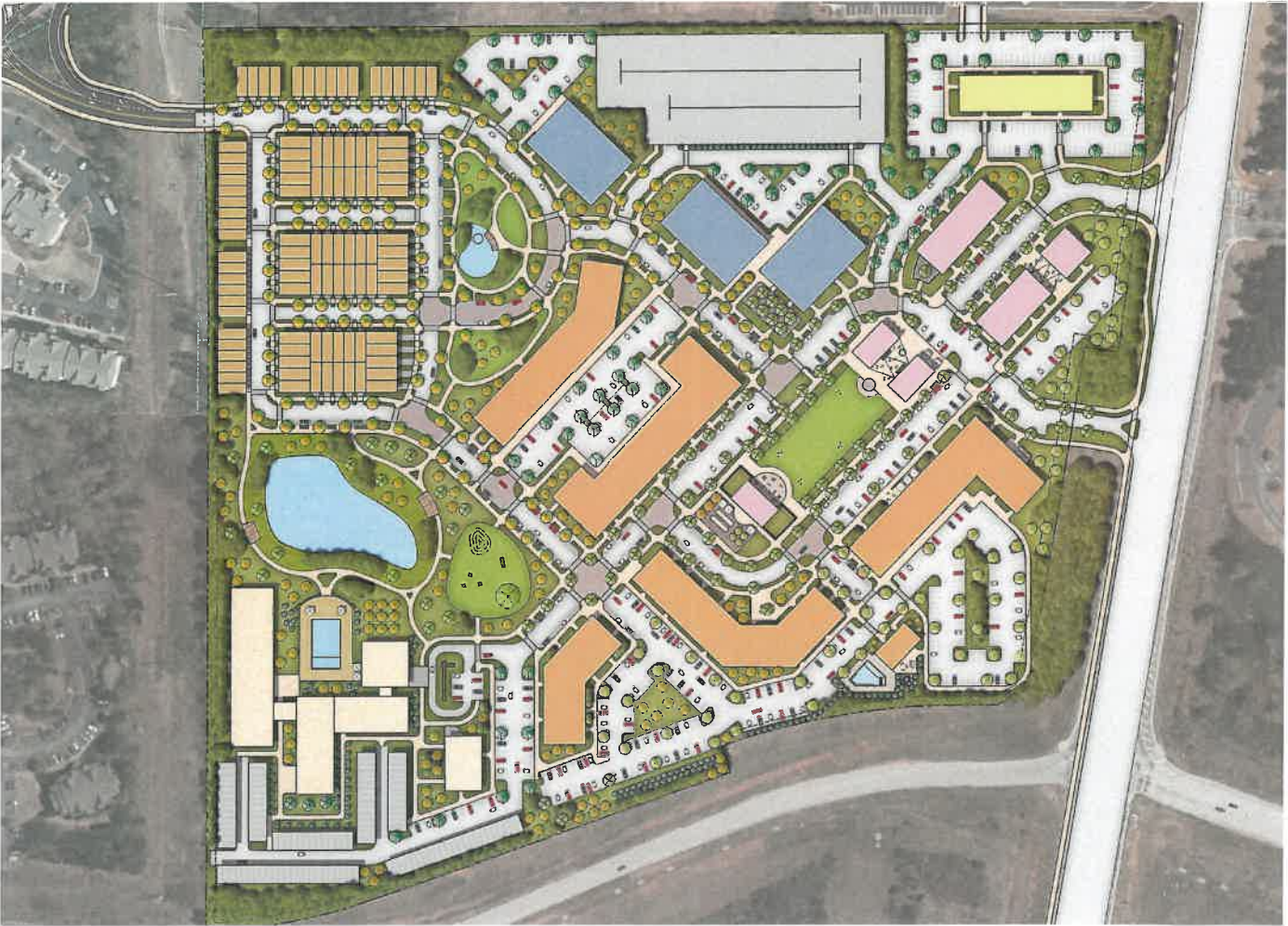
POPLAR ROAD

I-85

# POPLAR PLACE OPEN SPACE FRAMEWORK

Newman, GA  
December 1, 2022





CIRCULATION FRAMEWORK



OPEN SPACE FRAMEWORK



SPATIAL DEFINITION / PLACE FRAMEWORK



ENVIRONMENTAL / LANDSCAPE FRAMEWORK



POPLAR PLACE  
3D CONCEPT IMAGES

Newnan, GA  
November 28, 2022





POPLAR PLACE  
3D CONCEPT IMAGES

Newnan, GA  
November 28, 2022

 POPE & LAND  
REAL ESTATE

 HGOR



POPLAR PLACE  
3D CONCEPT IMAGES

Newnan, GA  
November 28, 2022





POPLAR PLACE  
3D CONCEPT IMAGES

Newnan, GA  
November 28, 2022

 POPE & LAND  
REAL ESTATE

 HGOR



POPLAR PLACE  
3D CONCEPT IMAGES

Newman, GA  
November 28, 2022





POPLAR PLACE  
3D CONCEPT IMAGES

Newman, GA  
November 28, 2022

POPE & LAND  
REAL ESTATE

HGOR



POPLAR PLACE  
3D CONCEPT IMAGES

Newnan, GA  
November 28, 2022

POPE & LAND  
REAL ESTATE

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POPLAR PLACE  
3D CONCEPT IMAGES

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REAL ESTATE

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POPLAR PLACE  
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POPLAR PLACE  
3D CONCEPT IMAGES

Newnan, GA  
November 28, 2022

 POPE & LAND  
REAL ESTATE

 HGOR



City of Newnan, Georgia  
Attachment A

42.20 +/- Acres located off Poplar Road in Land Lot 5, Second Land District,  
Coweta County, GA Tax Parcels Nos. 0872005001, 0872005002, 0872005003

Proffered Revised Zoning Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.  
*(Please refer to Article 10 of the Zoning Ordinance for complete details.)*

Please list any written proffered conditions below:

REPLACING THE EXISTING CONDITIONS WITH THE PROFFERED CONDITIONS ATTACHED.

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Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:


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

  
Signature of Applicant

George Rosenzweig  
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Nancy K. Williams  
Signature of Notary Public

12.1.2022  
Date



**Application of Pope & Land Enterprises, Inc. to Revise Zoning Conditions for Property located in Land Lot 5 of the Second Land District identified as 42.20 +/- Acres off Poplar Road in the City of Newnan, Georgia formerly known as the Poplar Place Development**

**REVISIONS TO EXISTING CONDITIONS**

1. The project will not exceed the density, total units, and square footages shown on the Concept Plan entitled Master Plan and dated December 1, 2022, which is incorporated herein by reference.

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” except that the developer shall not be required to provide roadway improvements on Lower Fayetteville Road and the Applicant’s participation in the leg off the Stillwood roundabout will be conditioned on the City’s acquisition of right-of-way, because the area required is owned by third parties.

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” other than the item listed in Transportation Item 1 as the proposed roundabout is already designed and will be constructed by the City. See the above note in number 2 above.

4. The lots fronting on Poplar Road will not be used as a gas station or convenience store. Any restaurant, coffee shop or fast casual concept located along Poplar Road will have its drive-thru concealed with landscaping, hardscaping, and/or lighting, so that the drive-thru is not visible from Poplar Road. The applicant agrees to encourage food and beverage pick up as per current “app based” ordering methods to eliminate traditional drive-thru concepts.

5. The covenants and restrictions for the townhouse development shall provide that no more than 20% of the townhouse units to be developed shall be built-for-rent as the term is used in today’s development vernacular.

6. The Developer will be required to meet all requirements set out in Newnan Utilities letter dated January 12, 2022 attached hereto as Exhibit “F” with the appropriate unit/square footage calculations as presented in this application.

7. No multi-family, hotel, or townhome shall receive a certificate of occupancy until a minimum of 8,500 square feet of retail space and at least one of the greenspace components labeled on the submitted plan are permitted and under active construction. For the purpose of clarity of this condition, the applicant agrees that no certificate of occupancy for a multi-family project or a townhome project or an office project can be obtained without the applicant also

constructing at least 8,500 sf of retail along with an associated and adjacent greenspace component.

## **TAB 11**

### **COMMUNITY IMPACT ASSESSMENT**

**The Applicant proposes to proceed under the Traffic Study done as part of the DRI on the Property upon which GRTA Notice of Decision dated August 11, 2021 is based. Applicant has sent letters to the respective agencies and is in the process of providing the remaining information required by the Community Impact Assessment.**



EXHIBIT D  
PAGE 2 OF 6

### 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:  
  
5409E9A85D48478...  
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.



EXHIBIT	D
PAGE	4 OF 6

## 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.

25 La Grange Street

• Newnan, Georgia 30263 •

(678) 673-5560

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



EXHIBIT F  
PAGE 1 OF 2

January 12, 2022

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 350 Units
  - b. Office Space 450,000 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

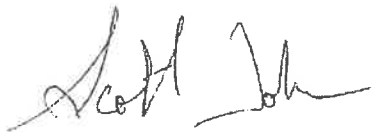
- ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.
- iii. Cost for analyzing existing sanitary sewer system by an engineer firm approved by Newnan Utilities.
- iv. Existing sanitary sewer upgrades to handle proposed development. This is to include any lift station 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

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## DEVELOPMENTS OF REGIONAL IMPACT (DRI) *REPORT OF FINDINGS*

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**Project ID:** DRI # 3293  
**Project Name:** Poplar Place Mixed Use  
**Name of Host Jurisdiction:** City of Newnan

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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

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**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' <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>; 'tcaiafa@dot.ga.gov' <tcaiafa@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)

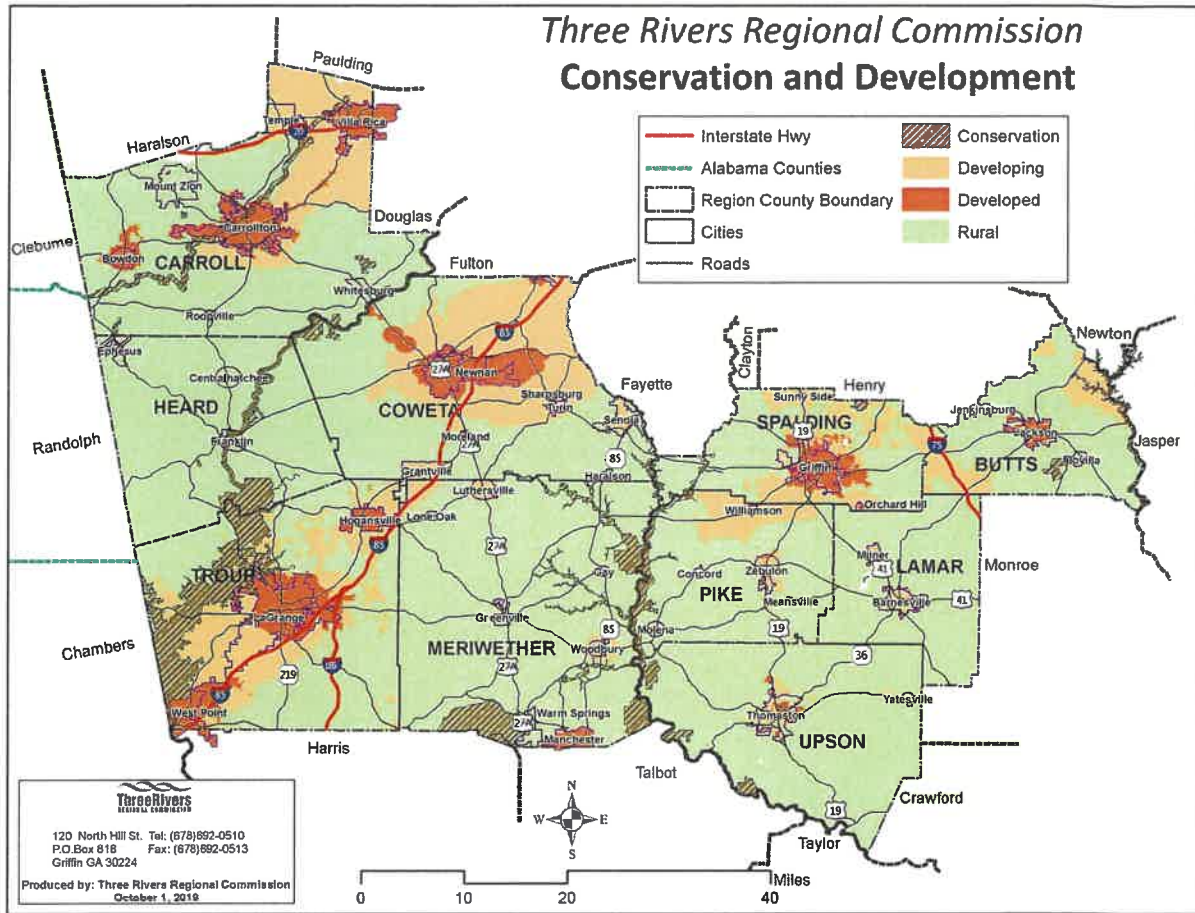


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## Three Rivers Regional Commission Conservation and Development





### 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**:

Land Use	Density
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

---

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.

Development	Daily Traffic	AM Peak Hour	PM Peak Hour
<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	Unit	Flowrate,	Basis for	Quantity	Unit	GPD
	Flowrate		GPD		Conversion		in
	per Unit				Development		Development
	(GPD)						
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) 322850  
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 of Newnan tax revenue. As such, the requested use will ultimately generate more tax revenue than the current use.

The values noted in the tax revenue estimates above are based on an Economic Impact Tabulation provided by the Property Developer (attached to this report for reference). The values referenced in the attached table contain the Developer's best estimate of proposed land uses, densities, improvement values, and property values for the proposed Poplar Place development and are subject to market demand and pricing fluctuations. An assessment of the current and proposed tax revenues based on the current millage rates are shown in the Taxes section below. 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	\$23,955,125	\$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 008		15.420	Yes	\$921,251	\$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:

Proposed	Comparison	24 Month Call Volume
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
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<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
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<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)

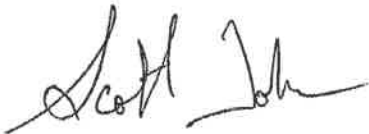
- ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.
- iii. Cost for analyzing existing sanitary sewer system by an engineer firm approved by Newnan Utilities.
- iv. Existing sanitary sewer upgrades to handle proposed development. This is to include any lift station 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



City of Newnan  
 25 LaGrange Street  
 Newnan, GA 30263

Phone: 770-254-2362  
 Fax: 770-254-2353

# Paid Invoice Summary

DATE	12/1/2022
------	-----------

<b>ACCOUNT :</b>
Rosenzweig Law PC Ste 405 75 Jackson St Newnan GA 30263  Phone: 470 347 3651

PERMIT NUMBER	RZN-22-0178
0 POPLAR Rd Newnan, GA 30265	

Date	Reference Number	Invoice Number	FeeCat	Description	Status	Amount
12/1/2022	RZN-22-0178	22-02490	100.00.32.2215	Planning & Zoning Regulatory Fees	Paid	(-) 1518.00

Date	InvoiceNum	Status	Payment	Amount
12/1/2022	22-02490	Original Due		1518.00
12/1/2022	22-02490	Paid	Check#1456-ROSENZWEIGLAW	(-) 1518.00

<b>Total Paid</b>	<b>1,518.00</b>
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# City of Newnan, Georgia - Mayor and Council

Date: December 13, 2022



**NEWNAN**  
GEORGIA

Agenda Item: 21 Berry Ave

Prepared and Presented by:  
Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

**Purpose:** Staff to update council on status of repairs to the dilapidated structure at 21 Berry Ave.

**Background:** Owner: Doug and Teresa Calderon

Date Sub-Standard housing file was opened: July 18, 2018.  
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On November 20, 2019 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

**Options:**

1. Accept the update from staff in order to complete the renovations to the property.
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 12, 2019 – Council informed of conditions.

January 14, 2020 – Public Hearing was requested.

February 25, 2020 – Public hearing was held and resolution was adopted to repair or demolish within 90 days.

August 12, 2021 – Owner was granted 90-day extension by council.

November 9, 2021 – Owner was granted 90-day extension by council.

February 8, 2022 – Owner was granted 180-day extension by council.

September 13, 2022 – Owner was granted a 180-day extension by council, to include a 90-day update by staff.





**Sent:** Tuesday, November 22, 2022 3:51 PM

**To:** Cleatus Phillips <[CPhillips@newnanga.gov](mailto:CPhillips@newnanga.gov)>; Hasco Craver <[hcraver@newnanga.gov](mailto:hcraver@newnanga.gov)>

**Cc:** [danny@390group.com](mailto:danny@390group.com); Kristin Webb <[kwebb@cowetafoundation.org](mailto:kwebb@cowetafoundation.org)>; [sberta@coweta.ga.us](mailto:sberta@coweta.ga.us); John Thrasher <[john.thrasher@numail.org](mailto:john.thrasher@numail.org)>; Vicki Kaiser <[Vicki.Kaiser@piedmont.org](mailto:Vicki.Kaiser@piedmont.org)>

**Subject:** Happy Thanksgiving

Hi Cleatus and Hasco,

Attached is an outline of activities for April 15, 2023 including the Tour of Coweta, Rock&Road Festival, Coweta Foundation Derby, and Newnan Crit Race. Partners on this event are the Newnan Rotary Club, Coweta Foundation and Bike Coweta.

I'm submitting for council consideration in December. I recognize this is a big ask and expect a traffic management plan for the Crit will need to be established by Chief Blankenship. We also recognize that overtime for NPD traffic support should be included in the overhead for the event.

Let me know if you have any questions. I believe a meeting after the holiday would be beneficial.

Have a great Thanksgiving!

Thanks,  
Chris Doane



# Rock & Road Festival Weekend

**Date: April 15-16, 2023**

Date	Event	Location	Organizer
<b>Downtown</b>			
April 14 1-6pm:	<b>Early Check In/Registration</b>		
	Tour of Coweta	Newnan Train Depot	Newnan Rotary Club
	The Visit Newnan Criterium	Newnan Train Depot	tbd
April 15 8am-1pm:	<b>Tour of Coweta</b>	Newnan Train Depot	Newnan Rotary Club
April 15 11am-5pm:	<b>Rock &amp; Road Festival</b>	Newnan Court Square	Bike Coweta
April 15 1-3pm:	<b>Coweta Foundation Soapbox Derby</b>	Newnan Carnegie	Coweta Foundation
April 15 4-9pm:	<b>The Visit Newnan Criterium</b>	Downtown Circuit	tbd
<b>Brown's Mill</b>			
April 15 8-11am:	<b>Rockin In a Squirrel World</b>	Brown's Mill	Gonuts Biking
April 16 8-noon:	<b>Rockin In a Squirrel World</b>	Brown's Mill	Gonuts Biking
April 16 1pm:	<b>Rockstar Awards</b>	Brown's Mill	Bike Coweta

## Tour of Coweta to benefit the Newnan Rotary Club

Day of check in - registration for the 3rd Annual Tour of Coweta to occur at the Newnan Train Depot beginning at 6am April 15, 2023. Staging for the event starts on North Court Square at 7:50am. *The Newnan Rotary Club requests a Newnan Police escort at 8am at North Court Square and Jackson Street intersection to Newnan High School.* Tour of Coweta participants to return to downtown on their own. No additional NPD support required.

## Bike Coweta Rock & Road Festival

*Bike Coweta requests the closure of South Court Square between 11am and 5pm on April 15, 2023 for Rock & Road Festival.* Barricades required to block off Jackson and Jefferson streets.

### **Coweta Foundation Soapbox Derby**

Registration for the Coweta Foundation Derby to occur at the Newnan Carnegie Library beginning at 11am April 15, 2023. The Coweta Foundation requests the closure of West Broad Street between Brown and Jackson Streets between 11am and 5pm for Derby participant staging. The Coweta Foundation requests the closure of Jackson Street from Brown to Salbide between noon and 5pm for the Coweta Foundation Soapbox Derby. The Coweta Foundation requests traffic control support for the duration of the event.

### **The Visit Newnan Criterium**

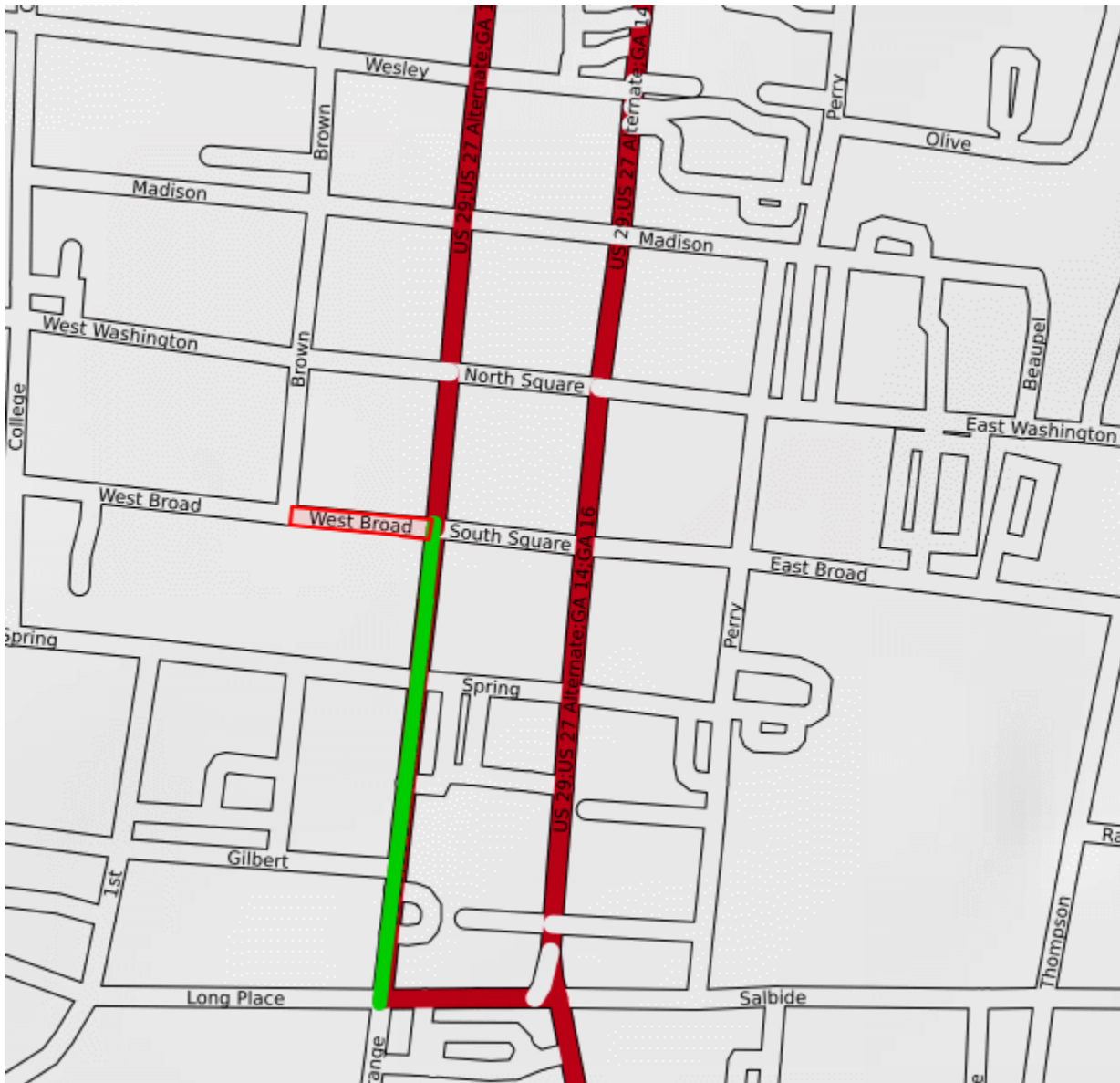
Day of check in - registration for the Visit Newnan Criterium to occur at the Newnan Train Depot beginning at noon April 15, 2023. Staging for the event to occur on West Broad Street from 3-7pm and the event to utilize Jackson, Salbide, Jefferson and Wesley Streets from 4-9pm on April 15, 2023. The East Point Track Club requests the closure of those streets at 1pm on April 15th. The Track club requests traffic control support for the duration of the event.



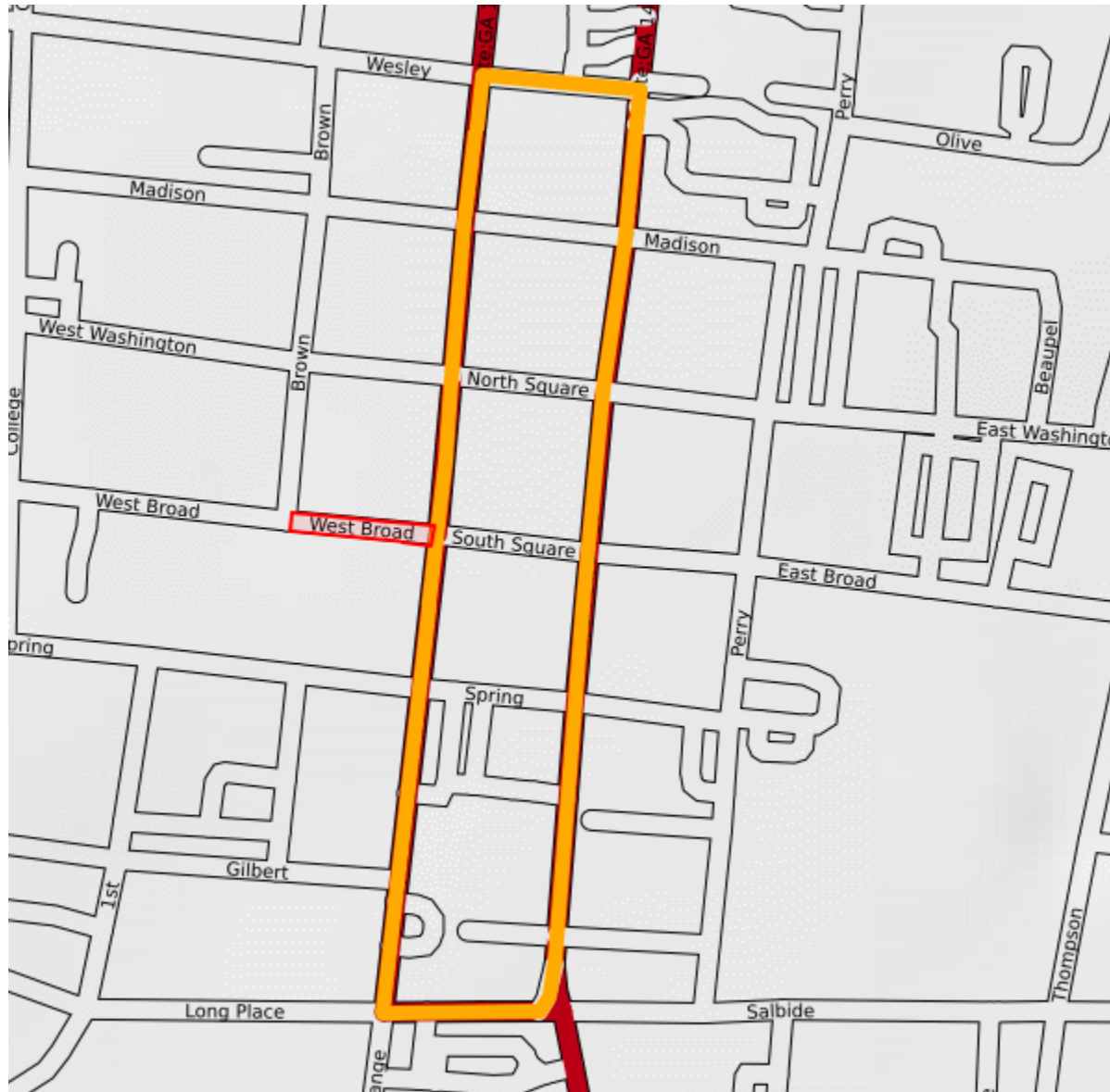
**Rock & Road Festival (South Court Square in Red)**



The Coweta Foundation Soapbox Derby (route in green)



**The Visit Newnan Criterium (route in orange)**



**Motion to Enter into Executive Session**

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

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

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

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