



Newnan City Council Meeting

OCTOBER 08, 2019

Newnan City Hall
Richard A. Bolin Council Chambers
25 LaGrange Street
2:30 pm

CALL TO ORDER – Mayor Keith Brady

INVOCATION

READING OF MINUTES

- I Minutes from Regular Meeting on September 24, 2019 Tab A

REPORTS OF BOARDS AND COMMISSION

- I 1 Appointment – Cultural Arts Commission – 3 Year Term
- II 4 Appointments – Development Authority – 4 Year Terms
- III 1 Appointment – Water and Light Commission – 3 Year Term
- IV Parks Commission Annual Report
- V Tree Commission Annual Report

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- I Consider Agreement with Corporate Health Partners (CHP) to offer employees a comprehensive wellness program for 2020..... Tab B
- II Approval to enter into contractual agreement for Courtware Solutions, Inc. to provide court software Tab C
- III Update of Newnan/Coweta County Jail Agreement adding Sheriff Lenn Wood to the agreement..... Tab D
- IV Consideration of an ordinance to authorize imposition of an excise tax on rooms, lodgings and accommodations in the amount of 8% for the purposes of promoting conventions and tourism by a destination marketing organization Tab E
 - Ordinance
- V Consideration of Articles of Incorporation and Bylaws establishing Explore Newnan-Coweta, Inc., for the purposes of promoting conventions and tourism..... Tab F
- VI Consideration of amendment of an ordinance to provide regulations for the sale and possession of alcoholic beverages in certain establishments holding a private special event license and in independent living facilities and/or an assisted living facility Tab G
 - Ordinance
- VII Consider ordinance amendment of Chapter 5 adding a new article for Multi Family Rental Housing to promote ongoing investments in upkeep and maintenance Tab H
 - Ordinance

UNFINISHED BUSINESS

- I 15 Elm Circle – Owner request for extension..... Tab I
- II 18 Berry Avenue – Owner update and request for extensionTab J
- III 33 Hardaway Street – Owner update and request for extension Tab K
- IV 121 Pinson Street – Owner update and request for extension Tab L
- V Status Reports – 280 W Washington Street, 180 W Washington Street, 6 Glenn Street, 8 Glenn Street and 100 Sprayberry Road Tab M

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- I White Oak Golden K-Kiwanis Club request to sell pecans on the square for their twenty fifth year on Fridays November 8th through November 22nd Tab N
- II Foundation Christian Church request to use three parking spaces in front of Greenville Street Park for their free Ice Cream Truck to participate in the NHS Homecoming Pep Rally – Thursday October 10, 2019 beginning at 4 pmTab O
- III Artists and Makers Pop Up Market is requesting a third event downtown to be held on Sunday November 17th from noon to 6 pm, with set up at 10 am and breakdown by 7 pm – this request includes additional space and an addition of two alpaca for petting and photos – also for both the November 17th and October 20th Market they would like two turtles from Georgia Reptile Society to be allowed Tab P

EXECUTIVE SESSION – LEGAL, PERSONNEL AND REAL ESTATE

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, September 24, 2019 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, Paul Guillaume; Dustin Koritko; Rhodes Shell; George Alexander and Cynthia E. Jenkins. Also present: City Manager, Cleatus Phillips; City Clerk, Della Hill; Public Works Director, Michael Klahr; Assistant City Manager, Hasco Craver; City Attorney, Brad Sears and Police Chief, Douglas "Buster" Meadows.

MINUTES – REGULAR COUNCIL MEETING – SEPTEMBER 10, 2019

Motion by Councilman Koritko, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council meeting for September 10, 2019 and adopt them as presented.

MOTION CARRIED. (7 – 0)

NEWNAN YOUTH COUNCIL

Davis Fabre	Junior	Newnan
Beau Martin	Junior	Heritage
Bethany Furbush	Senior	East Coweta
Graham Cullen	Junior	East Coweta
Callie DuBose	Senior	Northgate

APPOINTMENTS - CULTURAL ARTS COMMISSION

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to appoint Makisha Strickland to replace Martha Ann Parks on the Cultural Arts Commission for a three-year term.

MOTION CARRIED. (7 – 0)

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

APPOINTMENT – KEEP NEWNAN BEAUTIFUL

Motion by Councilman Shell, seconded by Councilman Alexander to appoint Matt Bryan replacing Angel Cochran to the Keep Newnan Beautiful Commission for a three year term.

MOTION CARRIED. (7 – 0)

KEEP NEWNAN BEAUTIFUL – ANNUAL REPORT

Mr. Scott Berta, Chairman, presented a report from Keep Newnan Beautiful. They are a nonprofit organization that involves the community with their projects. There are 217 volunteers. Recycling is a big part of our organization. Some of the recycling projects for this year are paper shredding, paint, and electronic. The Commission works with elementary and high school students on projects. One special event downtown this year involved students making recycle flowers. A litter problem facing Newnan is cigarette butts on the streets. He thanked the City for their support.

PUBLIC HEARING/ORDINANCE – AMEND CODE OF ORDINANCES ADOPTING REVISIONS TO ARTICLE 1, CHAPTER 6, BUSINESSES

Mayor Brady opened a public hearing on the Ordinance to amend Revisions to Article 1, Chapter 6 Business.

Parks Avery, business owner, indicated he had a discussion with the Finance Director about occupational taxes for business owners some pay and some don't. He would like for staff to look at: enforcement (Finance does not have staff available), and businesses paying flat fee instead of percentage of revenues. There is more work that needs to be done before this is adopted.

City Manager stated Professional Services pay a flat fee based on guidelines by State law. There is an occupational tax for businesses that pay certain percentage based on gross receipts (total revenue of business for period). Enforcement - the Finance Department reaches out to businesses that do not have licenses.

The City Attorney stated business licenses are no longer issued. Each person engaged in any business, trade, profession or occupation within the city shall pay an occupation tax each calendar year. A fee of \$400 per practitioner who qualify under the state's guidelines and framework shall not be required to provide the gross receipts of the business. An occupation tax shall be levied on the gross receipts of the business in combination with the ratio for the type of business profession or occupation as measured by classifications or other information published by the United States Office of Management and Budget, and the United States Internal Revenue Services.

The Finance Director stated an Administrative fee of \$25.00 shall be required on all business occupation tax accounts for the initial startup, renewal or re-opening of those accounts.

Mayor Brady closed the public hearing.

Councilman Shell still has some questions and would like to continue the issue before a decision is made.

Motion by Councilman Shell, seconded by Councilman Alexander to continue the Ordinance to amend the code of Ordinances adopting revisions to Article 1, Chapter 6 Businesses. Shell and Alexander withdrew their motion and seconded.

The City Attorney advised Council the public hearing should be reopened to continue the public hearing so we do not have to advertise this again.

Mayor Brady reopened the public hearing on the Ordinance to amend the code of ordinances adopting the revisions to Article 1, Chapter 6 Business.

Motion by Councilman Shell, seconded by Councilman Alexander to continue the public hearing on the Ordinance to amend the Code of Ordinances adopting revisions to Article 1, Chapter 6, Business until the October 22, 2019 meeting.

MOTION CARRIED. (7 – 0)

ORDINANCE – AMEND 2019 BUDGET – CHRISTMAS COMMISSION

Motion by Councilman Alexander, seconded by Mayor Pro Tem Jenkins to adopt an ordinance to amend the 2019 Budget for the Christmas Commission to include new decorations, bows, sleigh repairs, replacing ornaments and decoration of City parks and building and downtown tree lighting.

MOTION CARRIED. (7 - 0)

ORDINANCES – REGARDING REGULATION OF SMALL CELL WIRELESS FACILITIES – PERMITTING UTILITY WITHIN THE CITY OWNED RIGHT-OF-WAY

Motion by Councilman Shell, seconded by Mayor Pro Tem Jenkins to adopt an Ordinance amending the Code of City of Newnan, Georgia at Chapter 18, Streets, Sidewalks and Public Places, by enacting a new Article IX. Georgia Streaming Wireless Facilities and Antennas Act.

MOTION CARRIED. (7 – 0)

Motion by Councilman DuBose, seconded by Councilman Shell to adopt an Ordinance to amend Chapter 18 of the Official Code of The City of Newnan, Georgia "Streets, Sidewalks and Public Places", in order to adopt updated regulations to administer and regulate the placement of utilities in the public right of way in the public interest as set out in Article III, Poles and Wires.

MOTION CARRIED. (7 – 0)

DIRECTION – UPDATE TO THE WWI PLAQUE AT VETERAN'S MEMORIAL PLAZA

Motion by Councilman DuBose, seconded by Mayor Pro Tem Jenkins to direct Staff to move forward with the updates to the WWI Plaque at the Veteran's Memorial Plaza in the amount of \$4,124.84.

MOTION CARRIED. (7 – 0)

RESOLUTION – AUTHORIZING APPLICATION FOR GEORGIA OUTDOOR STEWARDSHIP PROGRAM GRANT (GOSP) TO ASSIST IN THE FUNDING OF THE NEWNAN LINC DOWNTOWN CONNECTOR

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to adopt the Resolution authorizing application for Georgia Outdoor Stewardship Program Grant (GOSP) to assist in the funding of the Newnan LINC Downtown Connector.

MOTION CARRIED. (7 – 0)

RESOLUTION – COMMITMENT TO SUPPORT THE LONG-TERM MAINTENANCE OF LINC – APPLICATION FOR A GEORGIA OUTDOOR STEWARDSHIP PROGRAM GRANT (GOSP)

Motion by Mayor Pro Tem Jenkins, seconded by Councilman DuBose to adopt a Resolution for commitment to support the Long-Term maintenance of the LINC for application for a Georgia Outdoor Stewardship Program Grant (GOSP).

MOTION CARRIED. (7 – 0)

INFORMATION ONLY – REZONING REQUEST – WP SOUTH ACQUISITIONS LLC – 22.485+ ACRES – CORNER OF BULLSBORO DRIVE AND ASHLEY PARK DRIVE FROM CGN (GENERAL COMMERCIAL DISTRICT) TO RMH (RESIDENTIAL MULTIPLE-FAMILY DWELLING-HIGHER DENSITY DISTRICT) – PLANNING COMMISSION

Mayor Brady recused himself and turned this item over to Mayor Pro Tem Jenkins because an agent in his business is involved in the transaction.

APPLICATION - DEVELOPMENT AND ADMINISTRATIVE SERVICES RELATED TO THE CITY'S 2020 CDBG APPLICATION

Motion by Councilman Alexander, seconded by Mayor Pro Tem Jenkins to award the contract for the development and administrative services to Gilbert and Associates, Inc. for the City's 2020 CDBG application.

MOTION CARRIED. (7 – 0)

SUBSTANDARD HOUSING EXTENSION REQUEST – 6 GLENN STREET

The Code Enforcement Officer Informed Council the property has been sold. The new owners have made some progress. Plans for repairs have been received. He is recommending an extension of sixty days.

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve an extension for sixty (60) days for the structure located at 6 Glenn Street.

MOTION CARRIED. (7 – 0)

CONTINUE PUBLIC HEARING – RESOLUTION – 8 GLENN STREET

Mayor Brady opened a public hearing on 8 Glenn Street.

The Code Enforcement Officer stated this is the same owner as 6 Glenn Street. Permits have been pulled. They are making progress on the repairs. The owner is requesting an extension.

Mayor Brady closed the public hearing.

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve an extension of sixty (60) days for the structure located at 8 Glenn Street to complete the repairs.

MOTION CARRIED. (7 – 0)

SUBSTANDARD HOUSING – EXTENSION REQUEST – 280 W. WASHINGTON

The Code Enforcement Officer indicated the first unit was complete. The owner needs more time to complete the second unit.

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve the request for an extension of one hundred eighty (180) days for structure located at 280 West Washington Street.

MOTION CARRIED. (7 – 0)

REQUEST – PARKS OF OLMSTEAD – PLACE YARD SALE BANNERS AT TWO MAIN ENTRANCES – ANNUAL COMMUNITY YARD SALE EVENT

Motion by Councilman Koritko, seconded by Councilman Guillaume to approve the request by Parks of Olmstead to place Yard Sale Banners at their two main entrances from Monday October 28th through Saturday November 2nd for their annual community yard sale event.

MOTION CARRIED. (7 – 0)

REQUEST – NEWNAN JUNIOR SERVICE LEAGUE – HOLD 36TH ANNUAL CAN-A-THON ON THE SQUARE

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve the request by Newnan Junior Service League to hold their 36th Annual Can-A-Thon, as in the past, on December 3rd from 7 am to 7 pm on the square.

MOTION CARRIED. (7 – 0)

REQUEST – ERIC MARSTON FBC NEWNAN – SET UP TABLES WITH BANNERS IN TWO LOCATIONS DOWNTOWN TO OFFER FREE GIFT WRAPPING

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve the request by Eric Marston FBC Newnan to set up tables with banners in two locations downtown to offer free gift wrapping on Saturday November 30, 2019 from 1:30 – 4:30 pm.

MOTION CARRIED. (7 – 0)

REQUEST – AFRICAN AMERICAN HERITAGE MUSEUM AND RESEARCH CENTER – FOR A GROUND PENETRATING RADAR SURVEY TO BE CONDUCTED ON THE SITE OF FARMER STREET CEMETERY – 92 FARMER STREET

Mayor Brady turned the meeting over to Mayor Pro Tem Jenkins because Dr. Glover is the nephew of his wife.

Motion by Councilman Alexander, seconded by Councilman Shell to approve the request by African American Heritage Museum for a Ground Penetrating Radar survey to be conducted on the site of Farmer Street Cemetery at 92 Farmer Street with the assistant of Dr. Jeffery Glover, Archaeology Department at Georgia State University. City will cover the travel expenses for Dr. Glover. Staff was instructed to draft an agreement. Recuse: Brady.

MOTION CARRIED. (6 – 0 -1)

USE OF PUBLIC RIGHT OF WAYS FOR RANDOM PRODUCTIONS - HBO FILM
PROJECT – SEPTEMBER 30, 2019 – OCTOBER 4, 2019

Mr. Bill Carraro, executive producer for Random Productions, presented a revised plan for filming. They have talked to merchants and residents in the areas that will be affected by the filming and agreements have been made. We have removed Broad Street from the plan due to the inconvenience. Over 17 merchants and tenants have signed agreements. We will make sure the flow of traffic continues. A donation of \$10,000 will be made to the Rotary Club. The Greenville Street neighbors and vendors on the block where they are filming have signed agreements. All school busses and emergency vehicles will be able to get through. The Police officers will have permission to open up traffic as needed. There will be a \$5,000 donation to the Boys and Girls Club and show and tell tours will be available for anyone interested.

Street closures for 155 Greenville Street between Nimmons Street and Spence Avenue. Full road closure: September 30, 2019 (9:00 am – 1:00 am)- October 1, 2019 (11:00 am – 7:00 pm) – October 2, 2019 (7:00 am – 3:00 am) – October 3, 2019 (5:00 pm – 7:00 am) – October 4, 2019 (5:00 pm – 7:00 am – October 5, 2019 (5:00 pm to 7:00 am) (Weather contingency date/cleanup day). Filming location; LaGrange Street between S. Court Square and Spring Street: Full road closure: October 1, 2-19 (6:00 pm to 2:00 am)

He is requesting parking spaces on LaGrange Street, September 27, 2019 – October 4, 2019 – use of 11 spaces on LaGrange Street: September 27, 2019 – October 4, 2019 use of 12 parking spaces on Spring Street; October 1, 2019 use of 38 spaces on LaGrange Street; October 1, 2019 use of 27 spaces on Spring Street: October 1, 2019 use of 6 spaces on West Broad Street; October 1, 2019 use of 16 spaces on E. Broad Street (by Train Depot); City Building Usage – Use of the Carnegie Library to use exterior only between September 27, 2019 to October 4, 2019.

Jeff Morgan, Morgan Jewelers, voiced his concerns with the downtown parking around the square with filming even if they are not filming in that area. It still affects the merchants around the square. Everyone should be taken care of.

Jason Kanner, Ace Beer Growlers, indicated children are important and was concerned with the amount for the Boys and Girls Club.

Motion by Councilman Shell, seconded by Mayor Pro Tem Jenkins to approve the revised request by Random Productions for an HBO film project to utilize public right of ways including road closures and parking spaces between September 30 and October 4, 2019. Recuse: Alexander, relationship with Random Productions.

MOTION CARRIED. (6 – 0 -1)



City of Newnan, Georgia - Mayor and Council

Date: October 8, 2019

Agenda Item: Wellness Program through Corporate Health Partners

Prepared By: Cleatus Phillips, City Manager

Purpose: The City is interested in entering into an agreement with Corporate Health Partners (CHP) to offer employees a comprehensive wellness program for 2020.

Background: The City wishes to provide employees with a comprehensive wellness program to supplement medical insurance. This program engages the workforce all year long, and provides employees with the tools to maintain or improve their health and wellbeing.

Funding: General Fund

Recommendation: Enter agreement with CHP

Previous Discussion with Council: None

Attachments:

Client Services Agreement

Exhibit A, Year 1

Exhibit A, Year 2

CORPORATE HEALTH PARTNERS CLIENT SERVICES AGREEMENT

This Client Services Agreement (this “**Agreement**”) is made and entered into this 1st day of January, 2020 by and between **Corporate Health Partners, LLC (“CHP”)** and the City of Newnan (“**Client**”). CHP and Client may be collectively referred to as “**Parties**” or individually referred to as a “**Party**.”

1. Services.

(a) As part the CHP Health Management Program (the “**Program**”), CHP agrees to provide to Client and Client agrees to procure from CHP certain wellness-related services as further described in Exhibit A (“CHP Services”) in accordance with the terms and conditions of this Agreement.

(b) Exhibit A shall describe: (i) the Services, (ii) the agreed to term (“**Initial Service Term**”), (iii) the eligible employees, spouses, retirees (“**Members**”), (iv) the recurring (monthly) and non-recurring (provisioning or other) charges, and (v) such other information as may be necessary to reflect the specific CHP Services that the Parties have agreed to under this Agreement. Client acknowledges that CHP may provide the CHP Services through employees, agents, contractors, and any other persons or business entities, with which CHP may contract in its sole judgment.

2. Client Responsibilities. The Client agrees to the following:

(a) The outcome of the CHP Services with respect to its Members is dependent on the level of enthusiasm and support which Client’s executive management team demonstrates in connection with the CHP Services.

(b) CHP has provided Client with the following examples of positive management support which CHP has observed during other client engagements as being critical in ensuring the success of the Program within that client’s organization:

(i) The client assumes primary responsibility for promoting the CHP Services, enrolling employees, and setting up initial and subsequent screening appointments;

(ii) The client provides appropriate incentives to promote the CHP Services in order to maximize participation;

(iii) The client allows its Members to participate in the CHP Services on paid time;

(iv) The client provides CHP with a monthly list of new and terminated employees;

(v) The client makes its facilities available for CHP representatives to use when onsite and provides appropriate screening and office space and internet access;

(vi) The client establishes and enforces program compliance guidelines among its Members; and

(vii) The client establishes a “Wellness Team” made up of key Members that regularly meet with CHP representatives and take an active part in communicating the CHP Services to all Members.

(c) Client agrees to take all reasonable actions to support the CHP Services including, without limitation, by implementing the foregoing examples of support within its organization.

3. Pricing & Payment Terms.

(a) Pricing. As compensation to CHP for providing the Services, Client shall pay CHP the fees set forth on Exhibit A. Unless expressly provided otherwise on Exhibit A, the fees will be payable to CHP in accordance with Section 3(b) below.

(b) Payment Terms.

(i) The annualized fees will be due and payable as detailed on Exhibit A.

(ii) All incidental charges (as distinguished from the annualized fees) will be invoiced by CHP upon the incurrence or assessment thereof.

(iii) Client agrees to reimburse CHP for all reasonable travel costs (hotel, airfare, etc.) and out-of-pocket expenses incurred by CHP related to out-of-town trips that are requested and pre-approved by the Client.

(iv) Client shall pay all properly invoiced amounts within fifteen (15) days of Client's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

(c) Late Payments. CHP may terminate this Agreement immediately in the event any delinquent amount due hereunder is not paid by Client within fifteen (15) days of receipt of written notice from CHP of such delinquent amount. Upon termination of this Agreement for any reason, Client shall immediately pay the outstanding balance for unpaid invoices to date owed CHP under this Agreement, notwithstanding any claims or defenses which Client may have against CHP.

(d) New Members. New hires by Client who are eligible and enrolled members of the health plan (and new participating spouses (if any)), will be billed to Client per the prorated table provided on Exhibit A.

(e) Other. At the Client's discretion, spouses, adult dependents, or non-health plan member employees may participate in the Program as Members at price provided on Exhibit A.

(f) Terminated Employees. No credit will be applied for Members which lose their eligibility during the Term, including, without limitation, employees that are terminated during the Term.

(g) Fee Adjustments. Unless both Parties agree otherwise, the fees referred to in Exhibit A of this Agreement shall increase by 3% per year during each year in which this Agreement is in effect, and such increase will be effective as of the anniversary date of this Agreement. If there are any other changes to Exhibit A, CHP will provide written notice to Client; provided that:

(i) CHP may only make such adjustments at the end of each contract year (i.e., anniversary date) during the Term.

(h) Taxes. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; *provided, that*, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, CHP's income, revenues, gross receipts, personnel or real or personal property or other assets.

4. Term; Termination. The Initial Service Term of one-year is provided on Exhibit A. Thereafter, this Agreement shall continue for consecutive one-year terms (each, an "**Extended Service Term**" and, collectively with the Initial Service Term, the "**Term**") unless this Agreement is terminated upon the occurrence of any of the following:

- (a) Either party, in its sole discretion, may terminate this Agreement, at any time without cause, by providing at least one hundred twenty (120) days' prior written notice to the other party.
- (b) Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:
- (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; or
 - (ii) (A) becomes insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (C) is dissolved or liquidated or takes any corporate action for such purpose; (D) makes a general assignment for the benefit of creditors; or (E) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) CHP shall have the right to terminate this Agreement immediately as provided for in Section 3(c) if such delinquent payment is not made within 15 days of demand therefore.
- (d) Upon termination of this Agreement for any reason, each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Notwithstanding the foregoing, CHP may retain one archival copy of all documents and other information related to the CHP Services provided under this Agreement (including, without limitation, those documents, records, files and information which include Confidential Information of Client); provided that CHP may only retain and use such information for archival or audit purposes or in defense of any claim made in connection with this Agreement.
5. Non-Exclusive Services. For the benefit of clarity, CHP retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.
6. Confidentiality of Business Information.
- (a) Employees. Client and CHP acknowledge and agree that in the course of providing the Services to the Members, CHP will obtain certain confidential and sensitive information relating to the Members and their activities, habits, health history, etc. (the "**Member Information**"). Client acknowledges and agrees that Client shall have no right to receive the Member Information and that the Member Information shall not be distributed by CHP to any person or entity other than the respective Member or his or her guardian and his or her health care provider upon the written direction of the Member or his or her guardian.
 - (b) Confidential Information. "**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. For the benefit of clarity, Confidential Information of Client shall include raw data collected from any third party

payor and/or Client and/or or its employees, including claims data, absenteeism, sick time, productivity, worker's compensation and attrition rate.

As used in this Agreement, "**Disclosing Party**" means a party that discloses Confidential Information under this Agreement and "**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

(c) Obligations to Protect. The Receiving Party agrees:

(i) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6.

(ii) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement; and

(iii) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

(d) Compelled Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(i) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

7. Confidentiality of Individually Identifiable Health Information.

(a) Definition. For purposes of this Agreement "**Individually Identifiable Health Information**" has the same meaning as set forth in 42 U.S.C. §1320d, which is any information, including demographic information, collected from an individual that has been received or created by Client and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

(b) Restrictions on Use and Disclosure. In addition, to the confidentiality provisions set forth in Section 6 of this Agreement, the Parties desire to comply with the Standards for Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services at 45 CFR parts 160 and 164, subparts A and E ("**Privacy Rule**") under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**").

(i) The Parties shall not and shall ensure that its directors, officers, employees, contractors, and/or agents do not use or further use or disclose Protected Health Information (as defined in the Privacy Rule) in any manner that would constitute a violation of the Privacy Rule other than as permitted or required by Law; and,

- (ii) The Parties agree to implement all necessary safeguards to prevent the use or disclosure of the Protected Health Information (as defined in the Privacy Rule) and to mitigate, to the extent practicable, any potential business pattern, practice or effect that is known to the Parties to be in violation of the requirements of the Privacy Rule.
 - (iii) The parties acknowledge and agree to cooperate and modify the terms of this Agreement for any changes to HIPAA or any related statutes and regulations which require modifications herein.
8. Non-solicitation. Client agrees that during the Term of this agreement and for a period of two (2) years thereafter, Client shall not without the express written consent of CHP (which consent may be withheld for any or no reason), (a) directly or indirectly, on its own behalf or on behalf of any other person or entity, encourage any person who is employed by, or consults with, CHP to terminate his or her employment or engagement, as the case may be or (b) directly or indirectly, solicit, take away, hire, employ or endeavor to employ or engage, as an employee, independent contractor, consultant, or otherwise, any person who performed any wellness-related services on behalf of CHP within the previous two years.
 9. Limitation of Liability. CHP shall not be liable, responsible or accountable to Client for any losses, damages, or injuries (whether direct, indirect, consequential or otherwise) or governmental assessments or penalties incurred by Client or resulting from or alleged to be resulting from any acts or omissions pertaining to CHP Services, except for acts or omissions constituting fraud, willful misconduct, or gross negligence by CHP. Client acknowledges that federal laws and regulations, including the relevant provisions of HIPAA and the Affordable Care Act, regulate outcomes-based wellness programs and prohibit employer health plans from discriminating with respect to eligibility, benefits or premiums or contributions based on "health factors." Client has made its own determination that its plan is non-discriminatory and complies with all applicable laws and regulations, including the relevant provisions of HIPAA and the Affordable Care Act, and CHP has made no representation to Client regarding the compliance of Client's plan with such laws and regulations. In the event a claim or assessment is made against Client regarding its plan's compliance with the non-discriminatory requirements, the liability for such claim or assessment rests with Client and CHP shall have no liability for such claim or assessment.
 10. Independent Contractor. It is specifically understood and agreed by Client and CHP that CHP is not, by virtue of this Agreement, a servant, employee, joint venture, partner or agent of Client. CHP is and shall remain an independent contractor for purposes of providing the CHP Services under this Agreement. CHP is only under the control of Client in that Client may approve the results of CHP's work and terminate its association with CHP as provided in this Agreement, but Client shall not control the means by which CHP conducts its business. Neither party shall have the power or authority to bind the other party.
 11. Notices. Any notice, designation, consent or approval required or permitted hereunder shall be made in writing and delivered personally or mailed by certified mail, return receipt requested, addressed to the parties as follows:

CHP: **Corporate Health Partners**
2105 Barrett Park Dr., Suite 105
Kennesaw, GA 30144
Attention: John O'Brian, CFO

Client: _____

All notices or other communications hereunder shall not be binding on either party hereto unless in writing and delivered to the other party hereto as set forth above. Notices shall be deemed duly delivered upon hand delivery, receipt of facsimile transmission thereof, or receipt of express or overnight delivery thereof at the addresses specified above or three (3) days after deposit thereof in the United States mail, postage prepaid, certified or registered mail. Any party may change its address for notice by delivery of written notice thereof in the manner provided above.

12. Miscellaneous.

- (a) Proprietary Rights. Client agrees that names, marks and information of CHP and its subcontractors are proprietary to CHP and shall not be used by Client or its owners or employees or otherwise disclosed in any way to third parties, without the prior written consent of CHP first having been obtained. Any new product developments, forms or improvements of products and services of CHP or its subcontractors during the Term of this Agreement shall be the property of CHP and shall be deemed part of CHP names, marks and information.
- (b) Entire Agreement. This Agreement contains the entire understanding among the parties hereto and supersedes any prior written or oral agreement between them respecting matters addressed herein. This Agreement shall not be effective until accepted in writing by authorized representatives of both CHP and Client.
- (c) Amendments. This Agreement may not be modified or amended except by an instrument in writing signed by duly authorized representatives of the parties hereto.
- (d) Waiver, Modification, Etc. No waiver by either party to require the performance by the other party of any of the terms of this Agreement shall in any way affect such party's right to enforce such terms, nor any such waiver on any one occasion be deemed a waiver of any other term hereof, or any breach hereof. No right under this Agreement may be waived and no modification or amendment to this Agreement may be made except by written agreement executed by the party to be charged.
- (e) Assignment; Change in Ownership. This Agreement shall not be assigned, transferred or pledged, by operation of or otherwise, by Client, and Client may not delegate any of its duties hereunder to another entity not controlled by Client, in each case without the express written consent of CHP. Any attempt by Client to assign, transfer or pledge, or make any other disposition of this Agreement or any of its rights, interests or benefits without CHP's consent shall be null and void (including, without limitation, any assignment or transfer or deemed assignment or transfer by merger, consolidation, change of control, sale of assets, assignment by operation of law or otherwise). This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. If there shall be a material change in ownership of Client, Client shall, within fifteen (15) days of such change, notify CHP in writing. CHP shall have the right in its sole discretion to terminate this Agreement in the event of such change in ownership by providing Client with thirty (30) days' written notice.
- (f) Governing Law; Injunctive Relief. This Agreement and any dispute, controversy or claim arising in connection with the construction, operation or enforcement of the provisions of this Agreement or the application or validity thereof (collectively, a "Dispute") will be governed by and in accordance with the substantive laws of the State of Georgia without reference to its conflicts of law provisions. The foregoing notwithstanding, it shall not be a breach of this Section 13(f) for either party to seek injunctive relief in any court of competent

jurisdiction. Each party agrees that a court of competent jurisdiction may immediately enjoin any breach of this Agreement upon request of the non-breaching party; provided that seeking or obtaining any such injunctive relief shall in no way limit such party from also seeking to avail itself of all other rights and remedies which it may have in law or in equity.

- (g) Severability. In the event any portion of this Agreement is deemed to be contrary to the law, the remaining portions hereof shall continue to be valid and binding on all parties, unless to do so would materially alter the rights or obligations of the parties.
- (h) Headings. The headings used herein are for convenience only and do not limit the contents of this Agreement.
- (i) Survival. Accrued and unpaid payment obligations, this Section 13, and Sections 3(c) and 4 through 12 shall survive the termination or expiration of this Agreement.
- (j) Force Majeure. CHP shall not be responsible for any delay or other failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, or inability to obtain necessary utilities, labor, equipment or materials through usual and regular resources at usual and regular prices.
- (k) Cost of Collection. All costs of collection (including attorneys' fees and expenses) incurred by CHP in the enforcement of the provisions of this Agreement shall be paid by the Client.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

Client:

By: _____

Name: _____

Title: _____

Corporate Health Partners, LLC

By: _____

John O'Brian, CFO

Exhibit A to the Client Services Agreement
Prima Program: Year #1 of Two (2) Year Agreement

Client Signature: _____

Date: _____

CHP Signature: _____

Date: _____

Client Name: City of Newnan

Service Term: From: January 1, 2020 To: December 31, 2020

Participant/Locations Count:

Location: Newnan, GA Eligible Employees: 270

Total Eligible Employees: 270

Pricing & Payment Terms:

Primary Services:

Item	Billing Criteria	Eligible Employee Count	Price per Eligible Employee per Month (PEPM)	Price per Eligible Employee per Year (PEPY)	Annual Fee	Balance Due in Full by December 15, 2019
Prima Program	PEPY Eligible Employees	270	\$32.00	\$384.00	\$103,680.00	\$103,680.00
Prima Program - Non-Eligible Employees*	Per Participant	0	\$32.00	\$384.00	\$0.00	\$0.00
Management Fee	NA	NA	NA	NA	\$2,500.00	\$2,500.00
					\$106,180.00	\$106,180.00

* Billing for Non-Eligible Employees will be trued up to actual participation once the screening phase has been completed.

Note: CHP agreed to hold price at \$384 PEPY (per Eligible Employee per Year) for last program year and this program year (2 years total). Therefore, the 3% annual increase per the Client Services Agreement, Section 3.g will be waived in year 2.

Optional Services:

Item	Fees	Initialed By Client if option is selected
Screening & Results Coaching for Spouses	One-Time Fee of \$109.00 per participating spouse	
Healthy Break - Snack & Incentive Budget	\$1,200 per year paid in 12 equal installments of \$100.00 each	
Live Better Feel Better Weight Loss Program (12 sessions)	\$1,250.00 (Maximum class size of 15)*	
Tobacco Cessation Program (8 sessions)	\$1,000.00 (Maximum class size of 15)*	

* These prices will be applied for all groups not included in list of services below. If Client and CHP mutually agree to allow additional participants per group, there will be a materials charge of \$40.00 for each additional participant

To the extent the client chooses to engage new employees during the year, they will be charged the following pro-rated percentage of the PEPY:

1st Quarter of the Program	100%
2nd Quarter of the Program	75%
3rd Quarter of the Program	50%
4th Quarter of the Program	Not eligible

Services Included:

- ✓ **Participant Web Portal** – Used for collection and storage of individual participant data, completion of the Wellness Assessment/HRA, scheduling of health screening, appointment reminders, reporting of aggregate information, etc.
- ✓ **Review & Planning Session** – CHP Team meets with Client to familiarize themselves with company culture, determine best locations, dates, and times for screenings and results coaching, discuss communication of the program to employees (kick-off meetings), schedule additional meetings with department heads if necessary, discuss time-line and other aspects of the program (healthy breaks, wellness committee, etc.)
- ✓ **Online Wellness Assessment/Health Risk Assessment** - A census of client employees is imported into our web portal and assigned a unique Member ID to complete and access their Wellness Assessment/HRA
- ✓ **Biometric Screening** – CHP Screening Team collects body measurements (height, weight, waist circumference, % body fat, and blood pressure) and blood draw (Total Cholesterol, HDL, LDL, Triglycerides, and fasting glucose or A1C). CHP staff will confirm that all paperwork and the Wellness Assessment/HRA have been completed and schedule their follow up appointment with the CHP Health Coach to review their results. There is generally no more than one onsite health screening event per 50 employees.
- ✓ **Individual Risk Assessment Report** – A comprehensive report of the participant’s overall health will be available for review on the web portal within five business days of the screening.
- ✓ **Monthly Progress Report** – provided by the CHP Program Manager, this report provides the client with updates on key initiatives, past accomplishments, calendar of events, coaching metrics, participant success stories, etc.
- ✓ **Aggregate Management Report** – After completion of the screening process, a comprehensive Health Management Aggregate Report and an Executive Summary will be presented to the client. This report will contain valuable information including the number of employees who are in a chronic disease state or at risk for future chronic disease.
- ✓ **Incentive Management** – The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
- ✓ **Cohort Report** – Beginning with the second program year (following the second screening) and every year thereafter, CHP will prepare and present a comprehensive Cohort Report that will provide a comparison of risk levels and risk factors for those employees that participated in each of the screenings for each of the program years.
- ✓ **30 minute one-on-one Results Coaching Session with CHP Health Coach** – Participants will be scheduled post-screening for a session with a CHP Health Coach to review in detail and answer any questions they may have regarding their health risk report. Participants will also work out health goals with action plans and discuss how to overcome obstacles.
- ✓ **Ongoing 15 minute one-on-one Follow-Up Coaching Sessions with CHP Health Coach** – In Follow Up Coaching Sessions, the CHP Health Coach reviews progress, addresses barriers, and revises the individual’s plan and goals. The frequency of coaching sessions is based on the risk level of each participant. While we can modify frequency to the needs of the Client, we recommend the following:

High Risk:	Monthly
Moderate Risk:	Bi-Monthly
Low Risk:	Annually
- ✓ **Culture Building** – The CHP Program Manager will provide consultation, activities, and a road map for building a supportive culture in the workplace for the wellness program. This will include aspects such as creating a wellness team, conducting challenges (gamification) and education sessions (Healthy Breaks and/or Lunch & Learns), establishing a communication plan, consultation on incentive plans and recognition, and other culture-building activities.
- ✓ **Weekly Meal Plan** – A simple, nutritious weekly dinner meal plan suitable for the whole family and developed by a registered dietitian to make healthy eating easy. Includes links to 5 healthy recipes with suggested side items and a grocery list.
- ✓ **Health Newsletter** – Monthly Electronic Newsletter with hand-picked articles and features designed to help individuals live a healthy and active life.

Exhibit A to the Client Services Agreement
Prima Program: Year #2 of Two (2) Year Agreement

Client Signature: _____

Date: _____

CHP Signature: _____

Date: _____

Client Name: City of Newnan

Service Term: From: January 1, 2021 To: December 31, 2021

Participant/Locations Count:

Location: Newnan, GA Eligible Employees: 270

Total Eligible Employees: 270

Pricing & Payment Terms:

Primary Services:

Item	Billing Criteria	Eligible Employee Count	Price per Eligible Employee per Month (PEPM)	Price per Eligible Employee per Year (PEPY)	Annual Fee	20% due at Agreement Signing (no later than 1-1-21)	Monthly Recurring Payments (11 equal installments) beginning 2-1-21)
Prima Program	PEPY Eligible Employees	270	\$32.00	\$384.00	\$103,680.00	\$20,736.00	\$7,540.36
Prima Program - Non-Eligible Employees*	Per Participant	0	\$32.00	\$384.00	\$0.00	\$0.00	\$0.00
Management Fee	NA	NA	NA	NA	\$2,500.00	\$500.00	\$181.82
					\$106,180.00	\$21,236.00	\$7,722.18

* Billing for Non-Eligible Employees will be trued up to actual participation once the screening phase has been completed.

Note: CHP agreed to hold price at \$384 PEPY (per Eligible Employee per Year) for last program year and this program year (2 years total). Therefore, the 3% annual increase per the Client Services Agreement, Section 3.g will be waived in year 2.

Optional Services:

Item	Fees	Initialed By Client if option is selected
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* These prices will be applied for all groups not included in list of services below. If Client and CHP mutually agree to allow additional participants per group, there will be a materials charge of \$40.00 for each additional participant

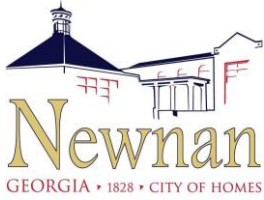
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- ✓ **Incentive Management** – The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
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- ✓ **Weekly Meal Plan** – A simple, nutritious weekly dinner meal plan suitable for the whole family and developed by a registered dietitian to make healthy eating easy. Includes links to 5 healthy recipes with suggested side items and a grocery list.
- ✓ **Health Newsletter** – Monthly Electronic Newsletter with hand-picked articles and features designed to help individuals live a healthy and active life.



City of Newnan, Georgia - Mayor and Council

Date: October 8, 2019

Agenda Item: Execution of Contract with Courtware Solutions, Inc.

Prepared by: Deputy Chief Mark Cooper

Presented by: Chief D.L. Meadows

Purpose: To seek approval to enter a contractual agreement for Courtware Solutions, Inc. to provide court software.

Background: In June, 2017, Newnan Police Department entered in to contract with ICON, Inc. for court software and records management. During the past two years numerous issues have come to surface such as; report generation being wrong, fee collections improperly applied to accounts and a computer “glitch” that caused over 2000 licenses to be suspended in Coweta County this year. That issue did not affect Newnan Municipal Court, but the same software is currently in place.

We are asking Mayor & Council to authorize The City of Newnan to enter in to contract with Courtware Solutions, Inc. to provide court records management software. The new software is designed for municipal courts, is audit compliant and better suited for the daily operations of Newnan Municipal Court.

The new cost is \$3,200.00 for DATA conversion from ICON, Inc. & \$8.00 per adjudicated citation/case. This cost is built in to the fine amount accessed by municipal judges. The fee also allows for 10 e-ticket writing stations in the patrol vehicles. The monthly fees will average approx. \$5,000.00 per month and ticket revenue will off-set the cost.

Funding: 2019 & 2020 Budget – offset by citation revenue

Options:

- A. Approve contract as presented
- B. Deny contract as presented
- C. Provide staff with direction

Recommendation: Option A

Previous Discussion with Council: June, 2017 – Execution of ICON, Inc. contract.



NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA
COUNTY OF: Coweta

Courtware Solutions, Inc. (herein "CSI"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:
City of Newnan

(END USER)

1 Joseph-Hannah Blvd | Newnan, GA 30263

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Azure Data Hosting	1	Included
Visual Court Management System (Unlimited User Licenses)	1	Included
Visual Court Management System NCIC – Access (# User Licenses)	1	Included
RMS - Cloud Cop Central (Unlimited User Licenses)		
RMS - Cloud Cop Mobile (Unlimited User Licenses)	10	Included
RMS - Cloud Cop NCIC (# User Licenses)	10	Included
Online Payment Interface (Unlimited User Licenses)	1	Included
GeoConex CAD (# User Licenses)		
BluHorse Jail Management (# User Licenses)		

\$ 8.00 dollars per violation or \$__ minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 8 day of October 2019 to which witness our hands and seal of office.

Licensee

Courtware

Signature: [Signature]

Signature: [Signature]

Print:

Print: Jason Bragg

Title: City of Newnan, Authorized Official

Title: Sales Executive

Date

Date: 9/23/19

1. LICENSE

Licensor acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with CSI and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which CSI is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. CSI shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by CSI to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of CSI. Title and full ownership rights in the Product and modifications and improvements provided by CSI shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of CSI's proprietary information.

3. SECURITY

Licensor shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of CSI.
- To reproduce CSI's copyright notice on all materials related to or part of the Programs on which CSI displays such copyright notice, including any copies made pursuant to this license Agreement.
- Licensor shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of CSI.
- Any modifications or enhancements to the Program, or any other Program related material provided by CSI to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

CSI's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall CSI be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if CSI has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of CSI, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to CSI all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by CSI and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to CSI. Within ten (10) days of request by CSI, licensee shall certify in writing to CSI that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to CSI. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to CSI or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. CSI shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay CSI any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

CSI PROVIDES THE PROGRAM "AS IS". CSI MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CSI does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

CSI will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and CSI agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ CSI as an independent Contractor, and CSI agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence October 8, 2019 and shall continue to and including October 7, 2020. Client shall have the right and option to continue to receive the services of CSI as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from CSI, this Agreement shall automatically renew for an equal term, unless the Client informs CSI in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify CSI whether or not it desires after the Expiration Date to use the CSI Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSI will assist in the transferring of the Client's data files retained by CSI pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSI. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of CSI's retainer hereunder, CSI shall provide data processing services to the Client and its various departments. CSI agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the CSI software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by CSI at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSI for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by CSI or commercially exploited by or on behalf of CSI, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 8 October 2019 the Client shall pay to CSI monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 8.00 per paid violation or a minimum monthly amount of \$, whichever is greater. The annual rate may increase by a percentage equal to the increase in the Consumer Price Index, as defined by the US Department of Labor. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to CSI office in Cobb County, Georgia. If the Client shall default in the payments of CSI provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder CSI shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSI shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

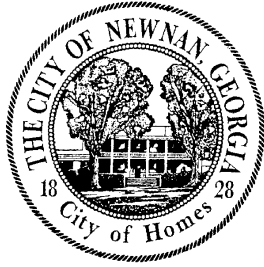
Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than CSI's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by CSI to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by CSI's existing customer base.



City of Newnan, Georgia - Mayor and Council

Date: October 8, 2019

Agenda Item: Newnan/Coweta County Jail Agreement

Presented by: Douglas L. Meadows, Chief of Police

Purpose: Updating of the Jail Agreement from March 30, 2015, due to the retirement of Sheriff Mike Yeager and the election of Sheriff Lenn Wood.

Background: Newnan Police Department houses city prisoners with the Coweta County Sheriff Department. This agreement notes the responsibilities of the Sheriff Department and Newnan Police Department. There are no changes in the agreement with the exception of Sheriff Wood being added to the agreement.

Options:

A. Approve Request

B. Mayor and Council Directed Options

Funding: N/A

Recommendation: Recommend approval.

Attachments: Newnan/Coweta County Jail Agreement

Previous Discussions with Council: March 30, 2015

NEWNAN/COWETA COUNTY JAIL AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2019, between and among **COWETA COUNTY**, a political subdivision of the State of Georgia, hereinafter called "the County", the **CITY OF NEWNAN**, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City", and the **SHERIFF OF COWETA COUNTY**, hereinafter called "the **SHERIFF**".

WITNESSETH

WHEREAS, the City desires to contract with the County, for the deletion of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

WHEREAS, THE County constructed a jail to serve the people of Coweta County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, the Sheriff is recognized by law as the jailer of Coweta County, in charge of the inmates in said jail; and

WHEREAS, there is sufficient space and facilities to house inmates for the City,

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this Agreement that, in pursuance of law enforcement in and for Newnan and Coweta County, the County and the Sheriff will accept, book and house inmates for the City.

2.

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- a. "Book" shall mean to (1) complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit Offender Based Tracking System; and (3) to complete intake booking procedures.
- b. "The County" shall mean Coweta County.
- c. "The City" shall mean the City of Newnan.
- d. The "County Commission" shall mean the Board of Commissioners of Coweta County, Georgia.

- e. "County Administrator" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- f. "City Manager" shall mean the administrative head of the city government, appointed by the Newnan City Council.
- g. The "City Council" shall mean the Newnan City Council.
- h. "Jail" shall mean the Coweta County Jail located at 560 Greison Trail, Newnan, Georgia.
- i. "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense.
- j. "Jail Officer in Charge" means the Sheriff of Coweta County, or the person designated by him/her to have supervision of the jail.
- k. "Sheriff" is the jailer of Coweta County, Georgia.
- l. "Inmate Day" means any part of one (1) calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3.

TERM. This agreement shall be one (1) year beginning _____, 2019. However, this Agreement shall automatically renew for additional terms of one (1) year as provided hereinafter.

4.

OBLIGATIONS OF COUNTY AND SHERIFF. The County will accept into the Jail such Inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5.

OBLIGATIONS OF THE CITY. The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. The Jail has the right to refuse an Inmate for processing who first needs medical attention. An EMT refusal is not a medical refusal. That individual still must be cleared by a medical doctor. In addition to the usual information obtained and records maintained with respect to Inmates detained by Coweta County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- a. the name of the person committed;
- b. the person's age, sex and race;
- c. the process under which the person was committed;
- d. the date of commitment to the Jail;
- e. under what order discharged.

Transportation of Inmates to and from the Jail to Coweta County Superior, State, Magistrate and Probate Court shall be performed by the Sheriff's Office and the expense thereof shall be borne by the County. Transportation to and from City Court and Juvenile Court shall be provided by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission.

6.

SUPERVISION BY THE SHERIFF. All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-State or Superior Court sentenced Inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the authority to enforce same, including the right to work Inmates within and without the confines of the Jail and allow Inmates to serve as trustees.

COST ATTENDANT TO CUSTODY. The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish the food and clothing. All health care expenses including transportation (ambulance), medical or prescription expenses shall be billed to the City. Should a City Inmate housed at the County Jail need outside medical attention, it will be the responsibility of the City to transport the Inmate to that facility and maintain security on that Inmate until such time the Inmate is medically cleared to return to the County Jail. The decision of when medical care shall be provided shall be at the sole discretion of the Sheriff's representative (medical staff). The decision of where medical care shall be provided (outside of the County Jail) shall be the discretion of the City.

9.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that Inmates shall be chargeable to the City unless release or booked for violation of State misdemeanor or felony charges, or bound over by the Municipal Court to the State or Superior Court of Coweta County.

10.

PAYMENTS TO THE CITY. The City shall impose ten (10) percent as additional penalty in fine cases and an additional ten (10) percent when defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said funds so collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

11.

EXTENSION OF AGREEMENT. This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions set forth in this original Agreement.

12.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time upon ninety (90) days notice in writing delivered by certified mail to the respective Administrator or Manager of the County or of the City.

13.

NOTICES. All notices provided herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

If to the County: County Administrator
Coweta County, Georgia
22 East Broad Street
Newnan, Georgia 30263

If to the City: City Manager
City of Newnan
P.O. Box 1193
Newnan, Georgia 30264

14.

AMENDMENT. This Agreement cannot be amended, modified, changed, discharged or terminated except in writing signed by the parties under proper authority.

15.

FULL FORCE AND EFFECT. The parties and the undersigned individual officers shall cause to be done all things necessary to execute this contract and give it full force and effect.

16.

MEDIATION. The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises. In the event mediation is not successful, the parties will submit the dispute to the Superior Court of Coweta County.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

CITY OF NEWNAN, GEORGIA

Mayor, Newnan City Council

City Manager (SEAL)

Chief, Newnan Police Department

ATTEST:

COWETA COUNTY, GEORGIA

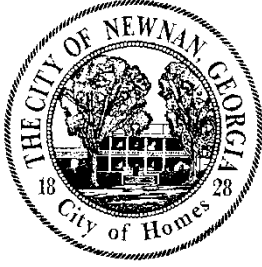
Chairman, Coweta County Board of Commissioners

County Administrator (SEAL)

Sheriff, Coweta County, Georgia

Jail Administrator, Coweta County

Witness



City of Newnan, Georgia - Mayor and Council

Date: October 8, 2019

Agenda Item: Hotel-Motel Tax

Prepared by: Cleatus Phillips, City Manager

Purpose: Consideration of an ordinance to authorize imposition of an excise tax on rooms, lodging, and accommodations in the amount of 8% for the purposes of promoting conventions and tourism by a destination marketing organization.

Background: During the 2019 Regular Session of the Georgia General Assembly HB 626 was approved pursuant to OCGA 48-13-51(b), therefore authorizing the City of Newnan to impose an excise tax of 8% on rooms, lodging, and accommodations. This is commonly referred to as "hotel-motel tax". In 1999, the City implemented the tax at a rate of 5%. The additional 3% is restricted for the purposes of promoting tourism, convention, and trade. A minimum of ½ of the 3% must be expended via a destination marketing organization (DMO) and any remaining funds shall be expended on tourism product development.

A matching HB was also approved for Coweta County during the 2019 General Assembly. City staff has been working very closely with the staff at Coweta County to develop the necessary articles to create a joint DMO for the purposes of promoting tourism county-wide. Such articles are being presented in a separate agenda item.

Recommendation: It is the recommendation of staff to adopt the ordinance as presented with an effective date of January 1, 2020.

Attachments: Ordinance

Previous Discussions with Council: N/A

AN ORDINANCE TO AMEND ARTICLE III EXCISE TAX ON HOTELS/MOTELS OF
CHAPTER 19, TAXATION OF THE CODE OF ORDINANCES OF THE CITY OF
NEWNAN, IMPLEMENT TITLE 48, CHAPTER 13, ARTICLE 3, SECTION 51 OF THE
OFFICIAL CODE OF GEORGIA ANNOTATED, - EXCISE TAX ON ROOMS, LODGINGS,
AND ACCOMMODATIONS, AND TO PROVIDE FOR THE COLLECTION BY OPERATOR;
TO PROVIDE FOR ADMINISTRATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES

WHEREAS, the governing body of City of Newnan, a political subdivision of the State of Georgia, is authorized under Title 48, Chapter 13, Article 3, Section 51 of the Official Code of Georgia Annotated to levy certain excise taxes; and

WHEREAS, the City of Newnan, a political subdivision of the State of Georgia is designated as a “special district” pursuant to Title 48, Chapter 13, Article 50.1 of the Official Code of Georgia Annotated for the purpose of implementing an excise tax on rooms, lodging and accommodations; and

WHEREAS, in 1999, pursuant to Title 48, Chapter 13, Article 51.(a)(4.6)(A) of the Official Code of Georgia Annotated, the City of Newnan implemented an excise tax on rooms, lodging and accommodations in the amount of five percent (5%); and

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

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

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

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

NOW THEREFORE, BE IT ORDAINED by the City Council of City of Newnan, Coweta County, Georgia and it is hereby ordained by the Authority of the same that upon the effective date of this amendment, Chapter 70, Taxation, Section 70-3 is deleted in its entirety and replaced with the following:

Sec. 19-51. – Hotel-Motel excise tax.

Sec. 19-51.1 - Intent, purpose, and authorization to levy excise tax.

- (a) The intent of this article is to levy an excise tax on rooms, lodgings, and accommodations to provide additional funding for the promotion of tourism, conventions, and trade shows in the City of Newnan and Coweta County, Georgia.
- (b) The purpose of this article is to enact an excise tax upon the furnishing for value to the public of any room or rooms, lodgings or accommodations furnished by any person or legal entity licensed by or required to pay business or occupational taxes to the City of Newnan for operating within the City a hotel, motel, inn, lodge, tourist camp, tourist cabin, rental cabin or any other place in which rooms, lodgings, or accommodations are regularly furnished for value.
- (c) This excise tax shall be imposed under the authorization of 2019 Ga. Laws, Page 3660 (Act 89 HB 626 of the 2019 Regular Session of the Georgia General Assembly) pursuant to O.C.G.A. § 48-13-51(b).

Sec.19-51.2. - Definitions.

The following terms, for the purposes of this article, shall be defined as follows:

- (a) *City*. The City of Newnan.
- (b) *City Manager*. The duly appointed City Manager or his/her designee.
- (c) *Destination marketing organization*. A private sector nonprofit organization or other private entity which is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986 that is supported by the tax under this article, government budget allocations, private membership, or any combination thereof and the primary responsibilities of which are to encourage travelers to visit their destinations, encourage meetings and expositions in the area, and provide visitor assistance and support as needed.
- (d) *Due date*. The 20th day after the close of monthly period for which tax is to be computed.
- (e) *Estimated Tax Liability*. The lodging provider's prospective tax liability based upon the average monthly tax remittance in the prior fiscal year, as adjusted for change in tax rate or substantial change in circumstances due to damage to the hotel.
- (f) *Finance Director*. The duly appointed administrator of finances for the City of Newnan, Georgia.
- (g) *Folio*. The primary documentation produced by a hotel or other Facility that demonstrates interaction between the operator and the occupant, and which, at the minimum, reflects the name and address given by the occupant, the date(s) of

occupancy, the amount of rent charged for each date together with the amounts of applicable excise tax(es), and the method(s) of payment.

(h) *Guest room.* Accommodations occupied, or intended, arranged, or designated for transient occupancy of not more than 30 continuous days, by one or more occupants for the purpose of living quarters or residential use.

(i) *Hotel.* Includes any hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value and shall apply to the furnishing for value of any room, lodging, or accommodation.

(j) *Hotel/motel tax administrator.* The individual or office designated by the City Manager as the administrative entity to collect and administer the tax provided for in this section and to complete required annual reporting of the tax.

(k) *Innkeeper/lodging provider/operator.* Any person who is subject to taxation under this article for the furnishing for value to the public any rooms, lodgings, or accommodations or any person operating a hotel in the City of Newnan including, but not limited to, the owner or proprietor of such premises, lessee, sublessee, lender in possession, licensee or any other such person operating such hotel.

(l) *Monthly period.* Any calendar month of any year.

(m) *Occupancy.* The use or possession, or the right to use or possession, of any room or apartment in a hotel or motel, or the right to use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the room or apartment.

(n) *Occupant.* Any person (or persons utilizing as a single unit) who, for a consideration, uses, possesses, or has the right to use or possess, any room or hotel or motel under any lease, concession, permit, right of access, license, agreement or otherwise.

(o) *Permanent resident.* Any occupant who as of a given date shall have occupied, or has or shall have the right of occupancy, of any guest room in a hotel for more than 30 consecutive days.

(p) *Person.* An individual, firm partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust receiver, trustee, syndicate, business entity, or any other group or combination acting as a unit, to include the plural as well as the singular number, excepting, however, the United States of America, the State of Georgia, and any political subdivision of either thereof upon which the County is without power to impose the tax herein provided.

(q) *Private sector non-profit organization.* A chamber of commerce, a convention and visitors bureau, a regional travel association, or any other private group organized for similar purposes which is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986; provided, however, that a county or municipality which has prior to April 1, 1990, contracted for a required expenditure under this Code section with a private group which is exempt from federal income tax under provisions of Section 501(c) of the Internal Revenue Code other than Section 501(c)(6) may continue to contract for required expenditures with such a private group.

(r) *Promoting tourism, conventions, and trade shows.* Planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows.

(s) *Rent.* The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the lodging provider to the occupant, without any deduction therefrom whatsoever.

(t) *Return.* Any return filed or required to be filed as provided in this article.

(u) *State authority.* An authority created by state law which serves a state-wide function, including, but not limited to, the Georgia Agricultural Exposition Authority, Georgia Aviation Authority, Georgia Building Authority, Georgia Development Authority, Georgia Environmental Finance Authority, Jekyll Island Authority, Lake Allatoona Preservation Authority, Georgia Medical Center Authority, Georgia Ports Authority, Georgia Regional Transportation Authority, State Road and Tollway Authority, Sports Hall of Fame Authority, Georgia Technology Authority, and Georgia World Congress Center Authority, but shall not mean an authority created for support of a local government or a local purpose or function and shall not include authorities such as area planning and development commissions and any organizational entities they may create, regional commissions and any organizational entities they may create, or local water and sewer authorities.

(v) *Tax.* The excise tax of eight percent on occupants imposed by this article, as provided for by O.C.G.A. § 48-13-51(b).

(w) *Tourism product development.* The expenditure of funds for the creation or expansion of physical attractions which are available and open to the public and which improve destination appeal to visitors, support visitors' experience, and are used by visitors. Such expenditures may include capital costs and operating expenses. Tourism product development may include:

- (1) Lodging for the public for no longer than 30 consecutive days to the same customer;

- (2) Overnight or short-term sites for recreational vehicles, trailers, campers, or tents;
- (3) Meeting, convention, exhibit, and public assembly facilities;
- (4) Sports stadiums, arenas, and complexes;
- (5) Golf courses associated with a resort development that are open to the general public on a contract or fee basis;
- (6) Racing facilities, including dragstrips, motorcycle racetracks, and auto or stock car racetracks or speedways;
- (7) Amusement centers, amusement parks, theme parks, or amusement piers;
- (8) Hunting preserves, trapping preserves, or fishing preserves or lakes;
- (9) Visitor information and welcome centers;
- (10) Wayfinding signage;
- (11) Permanent, nonmigrating carnivals or fairs;
- (12) Airplanes, helicopters, buses, vans, or boats for excursions or sightseeing;
- (13) Boat rentals, boat party fishing services, rowboat or canoe rentals, horse shows, natural wonder attractions, picnic grounds, river-rafting services, scenic railroads for amusement, aerial tramways, rodeos, water slides, or wave pools;
- (14) Museums, planetariums, art galleries, botanical gardens, aquariums, or zoological gardens;
- (15) Parks, trails, and other recreational facilities; or
- (16) Performing arts facilities.

Sec.19-51.3. - Tax rate.

There is hereby set and levied on the occupant of a guest room of any hotel/motel/cabin/residence/lodge located within the City of Newnan a tax in the amount of eight percent (8%) of the gross rent for such occupancy.

Sec. 19-51.4. - Exemptions.

In accordance with O.C.G.A. § 48-13-51(h), the tax imposed by this article shall not apply to:

- (1) Charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging, or accommodation as a result of the destruction of their home or residence by fire or other casualty;
- (2) The use of meeting rooms and other such facilities or any rooms, lodgings, or accommodations provided without charge;
- (3) Any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local governmental officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or

employee, whenever a person pays for any rooms, lodgings, or accommodations with a state or local government credit or debit card, such rooms, lodgings, or accommodations shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption provided by this paragraph. For purpose of the exemption provided under this paragraph, a local government official or employee shall include officials or employees of counties, municipalities, consolidated governments, or county or independent school districts; or

- (4) Charges made for continuous use of any rooms, lodgings, or accommodations after the first 30 days of continuous occupancy. (O.C.G.A. § 48-13-51(h)).

Sec.19-51.5. - Use of revenue.

- (a) Pursuant to O.C.G.A. § 48-13-51(b)(5)(A), an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent (5%) shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization, as defined in this ordinance, designated by the City Council of the City of Newnan, Georgia; and

- (b) Pursuant to O.C.G.A. § 48-13-51(b)(5)(B), the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of five percent (5%) which are not otherwise expended under (a) of this Section shall be expended for tourism product development, as defined in this ordinance; and

- (c) Pursuant to O.C.G.A. § 48-13-51(a)(4.6)(A) and O.C.G.A. §48-13-51(a)(e)(2), the amount of taxes that would be collected at the rate of five percent, as referenced in (a) and (b) of this Section, an amount equal to the amount by which the total taxes collected under this Code section for a municipality within a county in which a convention center authority has been created by local Act of the General Assembly and which authority is in existence on or before July 1, 2001, for the purpose of owning or operating a facility may levy a tax under this Code section at a rate of five percent (5%). A county or municipality levying a tax pursuant to this paragraph shall expend (in each fiscal year during which the tax is collected under this paragraph) an amount equal to at least 40 percent (40%) of the total taxes collected at the rate of 5 percent (5%) for the purpose of:

- (i) Promoting tourism, conventions, and trade shows;
- (ii) Funding and supporting a facility owned or operated by such convention and visitors authority; or
- (iii) For some combination of such purposes.

- (d) Specifically, the allocations of the eight percent (8%) levy shall be as follows: 3% for general City operations; 2% for the purpose of promoting tourism, conventions

and trade shows such amount to be allocated to the Newnan Convention Center Authority; up to 3%, but a minimum of 1.5% through a contract with a destination marketing organization for the purpose of promoting tourism, trade shows, and conventions; and 1.5% for capital projects and operating costs for tourism product development as defined by O.C.G.A. §48-13-202(6). All such amounts shall be approved by the City in its annual budget process.

Sec.19-51.6. - Record keeping.

- (a) *Records required from operators; form.* Every operator renting guestrooms in this City of Newnan to a person shall keep such records, receipts, invoices, and other pertinent papers in such form as the hotel/motel tax administrator may require or may be required by O.C.G.A. § 48-13-53.4 and § 48-13-62.
- (b) *Examination of records; audits.* The hotel/motel tax administrator or any person authorized in writing by the hotel/motel tax administrator may examine the books, papers, records, financial reports, equipment and other facilities of any operator renting guestrooms to a person and any operator liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid.
- (c) *Authority to require reports; contents.* In administration of the provisions of this article, the hotel/motel tax administrator may require the filing of reports by any persons or class of persons having in such person's possession or custody information relating to rentals of guestrooms which are subject to the tax. The reports shall be filed with the hotel/motel tax administrator, when required by the hotel/motel tax administrator, and shall set forth the rental charged for each occupancy, the date of occupancy, and such other information as the hotel/motel tax administrator may require.

Sec. 19-51.7. - Registration of operator; form and contents; execution; certificate of authority.

- (a) Every person engaging or about to engage in business as an operator of a hotel in this City of Newnan shall immediately register with the hotel/motel tax administrator, on a form provided by the hotel/motel tax administrator. Persons engaged in such business must so register not later than 30 days after the date of adoption of the ordinance from which this section derives, and the tax is imposed as set forth in section 19-51.3, but such privilege of registration after the imposition of such tax shall not relieve any person from the obligation of payment or collection of tax on and after the date of imposition thereof, regardless of registration.
- (b) Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of this place of business and such other information which would facilitate the collection of the tax as the hotel/motel tax administrator may require. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; and in the case of ownership by a corporation, by an

officer. The hotel/motel tax administrator shall, after such registration, issue, without charge, a certificate of authority to each operator to collect the tax from the occupant. A separate registration shall be required for each place of business of an operator. Each certificate shall state the name and location of the business to which it is applicable.

Sec.19-51.8. - Determination generally; returns; payments.

- (a) *Due date of taxes and returns.* All amount of such taxes shall be due and payable as provided for in O.C.G.A. § 48-13-53.2.
- (b) *Collection fee allowed operators.* Operators collecting the tax shall be allowed a percentage of the tax due and accounted for as provided for in O.C.G.A. § 48-13-52.

Sec.19-51.9. - Deficiency determinations.

- (a) *Recomputation of tax; authority to make; basis of recomputation.* If the hotel/motel tax administrator is not satisfied with the return of the tax or the amount of the tax required to be paid to the City of Newnan by any person, he/she may compute and determine the amount required to be paid upon the basis of any information within his/her possession or that may come into his/her possession. One or more deficiency determinations may be made of the amount due for one or more monthly period.
- (b) *Interest on deficiency.* The amount of the determination shall bear interest at the rate of three-fourths of one percent per month, or fraction thereof from the due date of taxes.
- (c) *Notice of determination; service.* The hotel/motel tax administrator or his/her designated representatives shall give to the operator written notice of his/her determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the operator at his address as it appears in the records of the hotel/motel tax administrator. Service by mail is complete when delivered by certified mail with a receipt signed by addressee.
- (d) *Time within which notice of deficiency determination to be mailed.* Except in the case of failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 20th day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.

Sec. 19-51.10. - Determination if no return made.

- (a) *Estimate of gross receipts.* If any person fails to make a return, the hotel/motel tax administrator shall make an estimate of the amount of the gross receipts of the person, or as the case may be, of the amount of the total rentals in this City of Newnan which are subject to the tax. The estimate shall be made for the period in respect to which the person failed to make the return and shall be based upon any

information which is or may come into the possession of the hotel/motel tax administrator. Written notice shall be given in the manner prescribed in Section 19-51.9(c).

- (b) *Interest on amount found due.* The amount of the determination shall bear interest at the rate of three-fourths of one percent per month, or fraction thereof, from the 20th day of the month following the monthly period, for which the amount or any portion thereof should have been returned, until the date of payment.

Sec.19-51.11. - Collection of tax by City of Newnan.

- (a) *Unpaid tax.* Any tax due and payable under this article shall become delinquent for each month after the 20th day of each succeeding month during which it remains unpaid.
- (b) *Action for delinquent tax.* At any time within three years after any tax or any amount of tax required to be collected becomes due and payable and at any time within three years after the delinquency of any tax or any amount of tax required to be collected, the hotel/motel tax administrator may bring an action in a court of competent jurisdiction in the name of the City of Newnan to collect the amount delinquent together with interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.
- (c) *Extensions.* The governing authority may grant an extension for payment of the tax as provided for in O.C.G.A. § 48-13-53.3.
- (d) *Duty to withhold tax.* Duty of successors or assignees of operator to withhold tax from purchase money. Governed by O.C.G.A. § 48-13-53.1.
- (e) *Liability.* Liability for failure to withhold; certificate of notice of amount due; time to enforce successor's liability. Governed by O.C.G.A. § 48-13-53.1.
- (f) *Tax credit for interest paid more than once or erroneously or illegally collected.* Whenever the amount of any tax or interest has been paid more than once, or has been erroneously or illegally collected or received by the City of Newnan under this article, it may be offset by the hotel/motel tax administrator. If the operator or person determines that he/she has overpaid or paid more than once, which fact has not been determined by the hotel/motel tax administrator, he/she will have three years from the date of payment to file a claim, in writing, stating the specific grounds upon which the claim is founded. The claim shall be audited. If the claim is approved by the hotel/motel tax administrator, the excess amount paid the City of Newnan may be credited on any amounts then due and payable from the person by whom it was paid, or his/her administrators or executors.

Sec. 19-51.12. - Penalties and punishments for violation of this article.

- (a) *Penalties.* When any person fails to make a return or to pay the full amount of the tax, or when submitting a false or fraudulent return, penalties shall be imposed in accordance with O.C.G.A. § 48-13-58.

(b) *Punishments.* Any person violating any of the provisions of this article shall be deemed guilty of an offense and, upon conviction thereof, shall be punished as provided in Section 1-14 of the City of Newnan Code of Ordinances except that any person in violation of O.C.G.A. § 48-13-58.1, O.C.G.A. § 48-13-59, O.C.G.A. § 48-13-60, O.C.G.A. § 48-13-61, O.C.G.A. § 48-13-62 and O.C.G.A. § 48-13-63 shall be subject to the applicable penalties and punishments specified on those sections.

Sec. 19-51-13. - Effective date.

The ordinance from which this article derives shall take effect on the 1st day of _____, 2019.

SO ORDAINED in lawfully assembled open session this ____ day of _____, 2019.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM

George M. Alexander, Councilmember

C. Bradford Sears, Jr.

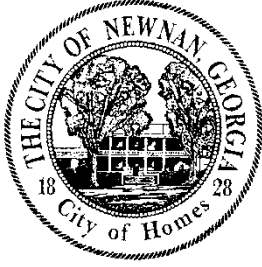
Raymond F. DuBose, Councilmember

Cleatus Phillips, City Manager

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



City of Newnan, Georgia - Mayor and Council

Date: October 8, 2019

Agenda Item: Explore Newnan-Coweta, Inc

Prepared by: Cleatus Phillips, City Manager

Purpose: Consideration of Articles of Incorporation and Bylaws establishing Explore Newnan- Coweta, Inc, for the purposes of promoting conventions and tourism.

Background: During the 2019 Regular Session of the Georgia General Assembly HB 626 was approved pursuant to OCGA 48-13-51(b), therefore authorizing the City of Newnan to impose an excise tax of 8% on rooms, lodging, and accommodations. This is commonly referred to as "hotel-motel tax". In 1999, the City implemented the tax at a rate of 5%. The additional 3% is restricted for the purposes of promoting tourism, convention, and trade. A minimum of ½ of the 3% must be expended via a destination marketing organization (DMO) and any remaining funds shall be expended on tourism product development.

A matching HB was also approved for Coweta County during the 2019 General Assembly. City staff has been working very closely with the staff at Coweta County to develop the necessary articles to create a joint DMO for the purposes of promoting tourism county-wide.

The Explore Newnan-Coweta is organized and will operate exclusively as private 501(c)(6) entity per the IRS. The board will consist of nine (9) members serving varying terms. As currently proposed, the City will have two (2) representatives on the board, one (1) appointed by Council and one (1) being the City Manager or his designee.

Recommendation: It is the recommendation of staff to adopt the Articles of Incorporation and Bylaws as presented.

At a later date, a contract between the City of Newnan and Explore Newnan-Coweta will be presented for consideration. This contract will set forth specific obligations and responsibilities of Explore Newnan-Coweta. The contract is required by statute.

Attachments: Articles of Incorporation and Bylaws

Previous Discussions with Council: N/A

ARTICLES OF INCORPORATION
OF
EXPLORE NEWNAN-COWETA, INC.

ARTICLE I

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

ARTICLE II

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

ARTICLE III

The Corporation shall have members.

ARTICLE IV

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

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

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

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

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

ARTICLE V

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

ARTICLE VI

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

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

selected to serve a three (3) year term.

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

ARTICLE VII

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

ARTICLE VIII

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

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

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

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

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

The name and address of the incorporator is:

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

The effective date of these Articles of Incorporation shall be _____,
20__.

IN WITNESS WHEREAS, the undersigned has executed these Articles of
Incorporation this ____ day of _____, 20__.

C. Bradford Sears, Jr.
Incorporator

BYLAWS
OF
EXPLORE NEWNAN-COWETA, INC
(a Georgia nonprofit corporation)
(Approved _____)

ARTICLE I
Name

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

ARTICLE II
Offices

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

ARTICLE III
Purposes

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

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

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

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

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

ARTICLE IV Assets

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

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

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

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

ARTICLE V Membership

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

ARTICLE VI Board of Directors

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

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

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

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

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

year term.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.13 Meetings and Participation by Conference Call.

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

**ARTICLE VII
Officers**

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

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

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

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

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

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

Section 7.07 Secretary. The Secretary shall:

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

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

Section 7.08 Treasurer. The Treasurer shall:

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

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

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

accordance with these Bylaws.

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

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

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

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

**ARTICLE IX
Amendments**

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

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

**ARTICLE X
Dissolutions**

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

**ARTICLE XI
Articles of Incorporation**

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

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

ARTICLE XII Conflicts of Interest

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

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

ARTICLE XIII Code of Ethics

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

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

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

**ARTICLE XIV
Fiscal Year**

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

**ARTICLE XV
Corporate Seal**

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

**ARTICLE XVI
Indemnification**

Section 16.01 Authority to Indemnify

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

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

B) The Corporation may not indemnify a Director under this section 16.01:

1. In connection with a proceeding by or in the right of the Corporation in which the Director was adjudged liable to the Corporation; or
2. In connection with any other proceeding in which the Director adjudged liable on the basis that personal benefit was improperly received by the Director.

C) Indemnification permitted under this Section 16.01 in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

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

Section 16.03 Advance for Expenses.

A) The Corporation shall pay for or reimburse the reasonable expenses incurred by a Director who is a party to a proceeding in advance of final disposition of the proceeding if:

1. the Director furnishes the Corporation a written affirmation of such Director's good faith belief that such Director has met the

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

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

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

Section 16.04 Determination and Authorization of Indemnification.

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

- B) The determination shall be made:

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

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

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

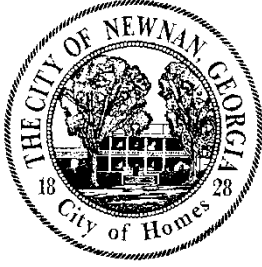
C) Authorization of indemnification or an obligation to indemnify and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is required, except that if the determination that indemnification is required as set forth in Section 16.04 subparagraph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

Section 16.05 Indemnification of Officers, Employees, and Agents.

Unless the Articles of Incorporation provide otherwise:

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

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



City of Newnan, Georgia - Mayor and Council

Date: October 8, 2019

Agenda Item: Consideration of amendment to Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Newnan, Georgia to add new Sections.

Prepared and Presented by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider amending Chapter 3, Alcoholic Beverages, of the Code of Ordinances for the City of Newnan, Georgia to provide for the regulation of the sale and possession of alcoholic beverage licenses for certain establishments. More specifically, the amendment will provide regulations for the sale and possession of alcoholic beverages in the City of Newnan in certain establishments holding a private special event license and in independent living facilities and /or an assisted living facilities.

Background: Newnan City Council, in Summer 2019, was approached by private enterprises seeking to amend the current Code of Ordinances to allow for the sale and possession of alcoholic beverages. The Newnan City Council directed the City Attorney as well as City staff to prepare an ordinance amendment for consideration.

Funding: N/A

Recommendation: Newnan City Council may provide direction to City staff to amend Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Newnan, Georgia to add new Sections as described herein.

Attachments: Ordinance to Amend Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Newnan, Georgia to provide for the regulation of the sale and possession of alcoholic beverage licenses; to provide for severability; and for other purposes.

Previous Discussions with Council: Newnan City Council received a request from private enterprise in Summer 2019 to amend the current Code of Ordinances, Chapter 3, Alcoholic Beverages to allow for the sale and possession of alcoholic beverages by special event and assisted living facilities.

AN ORDINANCE TO AMEND CHAPTER 3, ALCOHOLIC BEVERAGES, OF THE CODE OF ORDINANCES OF THE CITY OF NEWNAN, GEORGIA TO PROVIDE FOR THE REGULATION OF THE SALE AND POSSESSION OF ALCOHOLIC BEVERAGE LICENSES; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES

WHEREAS, it has been determined that certain changes are necessary in the text of Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Newnan to provide for the regulation of sale and possession of alcoholic beverages licenses in the City.

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED by the City Council of the City of Newnan, Georgia, and it is hereby ordained by the authority of same:

Section I: Regulation of sales and consumption of alcoholic beverages of Chapter 3, Alcoholic Beverages, be and is hereby amended by providing for the regulation of the sale and possession of alcoholic beverages in the City of Newnan in certain establishments holding a private special event license by adding a new Section 3-20(k) Establishments Holding A Private Special Event to read as follows:

Section 3-20(k). Establishments Holding A Private Special Event.

Notwithstanding the provisions of Section 3-81(a) and Section 3-20(f) of this Chapter, an establishment holding a private special event license which has on its premises a fully operational commercial kitchen facility and is capable of providing the level of food service that would be available at a restaurant, open to the public, would be required to provide, may apply for either an on premises consumption distilled spirits license and/or beer and/or wine license for sales of alcoholic beverages for consumption on the premises for service only at the establishment holding the private special events license, provided that sales of food make up 55% or more of the combined food and alcoholic beverages sales as provided in Section 3-81(a) of this Chapter and the other provisions of this Chapter where applicable. Further, all other provisions of Article IV. Regulations of Sales By The Drink of this Chapter shall apply including the reporting and taxation requirements of Article VII, Taxation of Beverages By The Drink of this Chapter. The license fees set out in the Section 3-31 shall apply to a license issued under this Section.

Section II. Regulation of sales and consumption of alcoholic beverages of Chapter 3, Alcoholic Beverages, be and is hereby amended by providing for the regulation of the sale and possession of alcoholic beverages in the City of Newnan in independent living facilities and/or an assisted living facility by adding a new Section 3-99 Independent Living Facilities and/or Assisted Living Facilities to read as follows:

Section 3-99. Independent Living Facilities and/or Assisted Living Facilities.

Notwithstanding the provisions of Section 3-81(a) of this Chapter, an independent living facility and/or an assisted living facility as defined in the City of

Newnan Zoning Ordinance operating a full service commercial kitchen and dining facility for its residents as a restaurant, open to the public, would be required to have may apply for either an on premises consumption distilled spirits license and/or beer and/or wine license for sales of alcoholic beverages for consumption on the premises for service only at such establishment's dining facility provided that sales of food make up 55% or more of the combined food and alcoholic beverages sales as provided in Section 3-81(a) of this Chapter. Further all other provisions of Article IV, Regulations of Sales By The Drink of this Chapter and the other provisions of this Chapter where applicable shall apply as well as the reporting and taxation requirements of Article VIII, Taxation of Beverages By The Drink of this Chapter. The fees set out in Section 3-31 shall apply to a license issued under this Section.

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

Section IV. The effective date of this Ordinance shall be upon adoption.

DONE, RATIFIED and PASSED, by the City Council of the City of Newnan, Georgia, this the _____ day of _____, 2019, in regular session.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

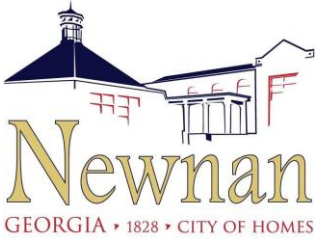
Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember



City of Newnan, Georgia - Mayor and Council

Date: October 8, 2019

Agenda Item: Approve Multi-Family (Apartments) Rental Ordinance

Prepared by: Bill Stephenson, Chief Building Official

Purpose: Approval of the Multi-Family Rental Ordinance. This program will preserve property values, promote economic vitality and crime prevention and ensure safe, healthy and clean environments for the occupants and surrounding areas, as well as promoting ongoing investments in upkeep and maintenance.

Background: The Building Department had developed an ordinance for the purpose of inspecting and maintaining existing apartment complexes in The City of Newnan. These inspections will be performed by third party inspectors and compliance inspection certificates will be submitted annually with their Occupational Tax Certificates.

Option 1 – Pass the ordinance as written
Option 2 – Send back to staff for re-write

Funding: No Funding Implications

Recommendation: Option 1

Previous Discussion with Council: None

**AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS AND BUILDING
REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF NEWNAN,
GEORGIA BY ADDING A NEW ARTICLE VIII: MULTI FAMILY RENTAL HOUSING;
AND FOR OTHER PURPOSES**

WHEREAS, the Mayor and City Council of the City of Newnan are charged with the protection of the public health, safety, and welfare of the citizens of Newnan; and

WHEREAS, O.C.G.A. § 8-2—25(a) provides for state-wide application of certain state minimum standard codes and municipal enforcement of such codes; and

WHEREAS, O.C.G.A. § 8—2—25(b) and (c) provide for the municipal adoption and enforcement of other state minimum standard codes and allow for municipalities to adopt more stringent codes based on public safety factors; and

WHEREAS, the City of Newnan has adopted all such state minimum codes and such adoption is codified as Chapter 5, Article I of the City of Newnan Code of Ordinances; and

WHEREAS, the Mayor and City Council of the City of Newnan have further determined that a decline in the integrity of multifamily rental units has a negative impact on the public, including secondary effects of increased crime in such areas, deterioration of property values and aesthetic concerns; and

WHEREAS, O.C.G.A. § 8-2-26 allows for the adoption of any reasonable provisions for the enforcement of the state minimum standard codes and provides for inspections of buildings or similar structures to ensure compliance with the state minimum standard codes; and

WHEREAS, O.C.G.A. § 48-13-6 provides for the levy, assessment, and collection of occupation taxes on those businesses and practitioners of professions and occupations which have location within the corporate limits; and

WHEREAS, O.C.G.A. § 48-13-5 provides that renting or leasing real property to another at a site within a City is an occupation, profession or business; and

WHEREAS, the Mayor and City Council of the City of Newnan recognize the inherent dangers of residing in buildings or structures that do not meet the state minimum standard codes, and further recognize a lessee's or tenant's right to privacy; and

WHEREAS, landlords, owners, lessors, or agents of landlords, owners, or lessors have the duty, under O.C.G.A. § 44-7-13, and such cases as Thompson v. Crownover, 259 Ga. 126, 381 S.E.2d 283 (1989), to keep rental premises in repair; and

WHEREAS, a public hearing as required by O.C.G.A. §48-13-6(c) was held at the City Council's regular meeting on the 24th day of September, 2019.

WHEREAS, the Mayor and City Council of the City of Newnan have determined that protection of the health, safety, and welfare of the citizens of Newnan requires that property that is being rented or leased meet the state minimum standard codes:

NOW, THEREFORE, to accomplish the foregoing, BE IT ORDAINED by the Mayor and City Council of the City of Newnan, Georgia, and it is hereby ordained by the authority of same, Chapter 5, Licenses, and Regulation, of the Code of Ordinances of the City of Newnan, Georgia is hereby amended by adopting a new Article VIII Multifamily Rental Housing to read as follows:

SECTION I. **Article VIII: Multifamily Rental Housing**

Section 5-80. Definitions

As used in this subsection, the following terms shall have the meaning respectively ascribed to them as follows:

Certified Building Inspector shall mean any person inspecting for compliance with the various adopted codes who is a licensed design professional (architect or engineer) or holds one of the following certifications from SBCCI (ICC): Property Maintenance and Housing Inspector, Housing Rehabilitation Inspector, Building Inspector, Building Plan Examiner or Commercial Combination Inspector.

Code of Compliance Certificate shall mean a certificate, substantially similar to Exhibit "A" attached hereto and incorporated herein, executed by a Certified Building Inspector and stating compliance with those minimum standards described in the *Inspection Report* attached thereto.

Inspection Report means a report, substantially similar to the inspection report attached to the ordinance and incorporated herein, and referred to on the code compliance certificate and describing the minimum requirements for inspection of each unit. The inspection report may be modified from time to time by the Chief Building Official of the City of Newnan to comply with the adoption, revision or amendment of all applicable laws, certifications or standards.

Lease shall mean any written or oral agreement which sets forth any and all conditions concerning the use and occupancy of multifamily rental dwellings or multifamily rental units.

Multifamily Rental Dwelling shall mean any multifamily structure, multifamily building, or other facility promised and or leased to a residential tenant or tenants for use as a home, residence, or sleeping unit. This definition includes, but is not limited to multiple family dwellings, multiple family apartment units, boarding

houses, rooming houses, group homes, and flats.

Multifamily Rental Unit shall mean any one area, room, structure, flat, apartment, or facility of a multifamily rental dwelling that is being leased or rented to only one tenant, group of tenants, or family under one lease, or under terms of joint and severable liability.

Occupancy shall mean all tenants, lessees and persons residing within a multifamily rental dwelling or multifamily rental unit.

Owner shall mean any person, agent, firm, or corporation having a legal or equitable interest in a premises.

Owner-Occupied shall mean any part of a structure used as living quarters by the owner of said structure where other parts of the structure are used as multifamily rental units. Example: Two- family dwelling, owner occupies one 'flat; rooming house, owner occupies one unit.

Premises shall mean any lot or piece of land inclusive of the multifamily rental dwelling or multifamily rental unit.

Section 5-81. Fee and Certificate Required

All owners of multifamily rental dwellings or multifamily rental unit(s) within the City that receive income for use of four (4) or more such dwellings or units and meet the requirements of O.C.G.A. Section 48-13-5 for having a location or office within the City (a) shall be subject to an occupation tax as provided in Chapter 6, Business, Article I, Occupation Tax, of the Newnan Code of Ordinances and (b) shall provide to the City Building Department, prior to June 1, 2020, a Code Compliance Certificate covering one hundred percent (100%) of the Multi-Family Rental Units within the twelve (12) month period immediately proceeding the date of the certification. Said Code Compliance Certificate shall be certified by the Owner that all units inspected are in compliance with those standards contained in the Code Compliance Certificate and Inspection Report.

Upon initial inspection of such dwellings or units, should a Certified Building, Inspector determine that further work is necessary to comply with the minimum standards set forth herein, an acceptable plan shall be submitted to the Chief Building Official of the City of Newnan outlining the time and scope of work necessary to bring the units into compliance. If such plan is accepted by the Chief Building Official of the City of Newnan as reasonable and justified, an extension may be granted for up to one year for completion of repairs and compliance with this ordinance. No extension shall be granted if life safety issues are involved and any such units shall not be leased until brought into compliance.

After submission of the initial Code Compliance Certificate, each owner shall submit a Code Compliance Certificate annually, commencing on January 1,

2022 at the time of their Occupational Tax certificate renewal. Such subsequent Code Compliance Certificate shall cover at least twenty percent (20%) of the units, provided all units shall be inspected, at a minimum, every five years. All units inspected shall be listed individually on the Code Compliance Certificate submitted to the City Building Department by the Certified Building Inspector.

The Certified Building Inspector signing the inspection report and performing the inspection shall not be an employee of, otherwise related to, or affiliated in any way with any owner, manager, or occupant of the multifamily rental dwelling or multifamily rental dwelling unit being inspected. Furthermore, each owner and Certified Building Inspector shall keep a written record of all inspections for each unit including the date of the inspection, items inspected and all violations, if any, observed for a period of 5 years. Such records shall be presented to the City Building Department within ten business days after such request is made in writing to the inspector. Failure to provide such records may nullify the Code Compliance Certificate for those units.

Exemptions. Provided all other required permits, certificates and/or permissions are obtained from the city, this section shall not apply to multifamily rental dwellings or multifamily rental units for a period of two years following issuance of a certificate of occupancy for such dwelling or unit.

Section 5-82. Failure to Provide Code Compliance Certificate

Failure to provide the Code Compliance Certificate as provided herein shall be a violation of this ordinance and is subject to those penalties contained herein and in Section 1-14, of the Code of Ordinances of the City of Newnan. Further, said failure, upon a judicial determination, shall be a condition constituting probable cause, and may subject said multifamily rental dwelling or multifamily rental unit(s) to inspection by the City Building Official of the City of Newnan at a fee as determined by the City Council of the City of Newnan that covers all costs of such inspection by the City. Said inspection by the City Building Department, if required, shall be at a sole cost of the owner and failure to pay said cost shall result in a lien being placed on the premises as provided for collection of taxes.

Failure to pay the occupational tax as provided herein shall be a violation of the City's Occupational Tax ordinance and is subject to those penalties set forth in Chapter 6, Business, Article I, Occupation Tax, of the Code of Ordinances of the City of Newnan. Nothing contained in this section shall prevent the City from enforcement of the State Minimum Standard Codes as provided in Chapter 5 of the Code of Ordinances of the City of Newnan, Georgia.

Section 5-83. Penalty for False Certification and False Inspection

An Owner, who knowingly participates in furnishing a Code Compliance Certificate to the City which contains a false certification that all multifamily rental dwellings or multifamily rental units inspected are in compliance with those standards

contained in the Code Compliance Certificate shall be guilty of a misdemeanor for each multifamily rental dwelling or multifamily rental unit for which the certification is shown to be false shall be subject to citation to Newnan Municipal Court and if found guilty may be fined up to \$1,000, or imprisoned for up to one year, or any combination of these, by the Newnan Municipal Court for each violation.

A Certified Building Inspector who knowingly furnishes an Inspection Report which contains fraudulent information that a multifamily rental dwelling or multifamily rental unit meets the minimum "housing standards of the City as shown by the Inspection Report contained in Exhibit "A" of this Ordinance shall be subject to citation to Newnan Municipal Court and if found guilty may be fined up to \$1,000, or imprisoned for up to one year, or any combination of these, by the Newnan Municipal Court for each violation.. In addition, the Certified Building Inspector's right to submit Inspection Reports to the City Building Department may be suspended for a stated period of time, up to 5 years, by Resolution of the City Council of the City of Newnan.

SECTION II. All Ordinances or parts of Ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

SECTION III. This Ordinance shall be effective upon adoption.

DONE, RATIFIED and PASSED by the City Council of the City of Newnan, Georgia, this the _____ day of _____, 2019, in regular session

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Cynthia E. Jenkins, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

EXHIBIT "A"
Page 1 of 4

CONDITION
INSPECTION REPORT

Name of the Apartment Community: _____

Address: _____ Apt. # ____ Occupied? Yes__ No __

Inspection Date: _____

Certified Building Inspectors Name

(Print): _____ Unit #: _____

No	Minimum Standards for Basic Equipment & Facilities Units are evaluated per code applicable at build, published local/state updates, or industry wide life-safety standards.	PASS	FAIL	Action Required for Compliance Identify deficiency & location in unit to facilitate repairs.
1	Address number for unit(s) is posted in plain view: a) Street address on complex's monuments sign b) Identify each building by number, letter (or description if Office, Clubhouse, Storage, etc.) c) Each dwelling unit's ID (number or letter) must clearly visible. ALL of the above must be quickly & readily visible, without a search struggle.			
2	Interior and exterior doors are not ill-fitting; frames and hardware in good condition and operate properly; privacy locks are provided for bathroom(s).			
3	Interior floors, walls and ceiling kept in good repair. Structurally sound and in sanitary condition			
4	Windows, 8% glazing of floor space for light and ventilation, 45% shall be operable with screens if no air conditioning. Windows shall be in good repair and rodent proof, no open cracks or holes.			

5	Stairs, landings, balconies, decks and porches are maintained in sound condition and good repair; interior and exterior railings and handrails are properly secured and in good repair.			
6	Bathroom(s) have operable bath fan in good condition or openable window with window screen attached.			
7	Plumbing facilities including kitchen sink, lavatory, tub or shower, and water closet(s), are clean and sanitary and are in good working order.			
8	Water heating equipment is operational, in good repair and hot water is supplied to bathroom and kitchen fixtures.			
9	Operational smoke detectors located on the ceiling or wall outside each sleeping area in the immediate vicinity of bedrooms; & inside each room used for sleeping purposes. All detectors must have battery backup and detectors not hard-wired must be replaced with 10-year tamper proof batteries.			
10	Electrical in good working order with proper covers, no exposed wiring, light fixtures in good working order.			
11	Heating facilities are in good working order. No gas burning appliances are located in bedrooms.			
12	Evidence of roaches, insects and rodents, not observed in unit or in shared, public or exterior areas: (Note: extermination is required prior to re-leasing a vacant unit).			
13	A safe, continuous and unobstructed path of travel shall be provided from any point in the unit or structure to the public way. Means of egress shall comply with the International Fire Code.			
14	Updated fire extinguishers 2A-10BC or greater with current inspection tag are located in the common hallways within 75' of the entrance doors to all units on the same floor; or located inside individual units.			
15	Units maintained with no excessive trash rubbish or stored items. No excessive damage, abuse, or negligence contributing to decline in unit function as designed.			
16	No over-occupancy or change in unit configuration to increase occupancy.			

17	No charcoal burners, LP gas over nominal 1 lb capacity, or other open flame cooking device used on balcony not equipped with a sprinkler. No LP storage tank over nominal 1 lb capacity, flammable liquid storage tank, gas powered tool or vehicle stored in unit.			
18	Every unit not serviced by a sprinkler system is equipped with an NSF certified automatic fire suppression device located in the vent hood or open area above stove or cooking range; beginning November 1, 2020			
19	Light for common halls & stairways at least one 60 watt incandescent bulb or equivalent per 200 sq. ft. of floor or stairs. Light fixture to be "whole".			

Code Compliance Certificate

**Building Department
Code Enforcement Division
City of Newnan, GA
25 Lagrange Street
Newnan, GA 30263**

Re: *Property Name*
Address
Primary Contact

_____ Total Units on Property

_____ Units Inspected (Refer to attached spread sheet)

To Whom It May Concern:

The undersigned is a Certified Building Inspector pursuant to City of Newnan Code of Ordinances Chapter 5, *Buildings and Building Regulation*, Article VIII, *Multifamily Rental Housing*, and provides this certification pursuant to such Ordinance.

Those apartment units listed on the Condition Inspection Reports submitted with this document have been inspected and found to be in compliance with applicable building codes of the City of Newnan currently in effect. For purposes of this Certification, compliance with applicable building codes shall be deemed to mean that those units inspected meet those certain Minimum Standards for Basic Equipment and Facilities for Dwellings as set forth on the Condition Inspection Reports. Nothing herein imposes any liability on the City of Newnan or prevents the City of Newnan from enforcing Georgia Minimum Standard Codes as provided by Georgia law and the City of Newnan GA.

Certified and sworn

This ____ day of _____, _____

Signature of Inspector

Name: _____

ICC Registration #: _____

Certification held: _____

City of Newnan, Georgia - Mayor and Council



Date: October 8, 2019
Agenda Item: 15 Elm Cir, Newnan, Ga 30263
Prepared and Presented by:
Matt Murray, Code Enforcement Officer
Submitted by: Bill Stephenson, Chief Building Official

Purpose: New owner to ask council for an extension to repair structure located at 15 Elm Cir, Newnan, Ga 30263

Background: Owner: Mary Jean Payne Estate c/o Jeffrey Donald Payne Executor. Property just sold to new owner Doug Frost.

Date Sub-Standard housing file was opened: July 12, 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 28, 2018 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. To approve new owner's request for an extension.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

February 20, 2019 – Council informed of conditions.

March 11, 2019 – Public Hearing was requested.

April 23, 2019 – Public hearing held on this property.

August 27, 2019 – New executor appointed. 45 day resolution deadline given to demolish per new executor's direction.







City of Newnan, Georgia - Mayor and Council

Date: October 8, 2019

Agenda Item: 18 Berry Ave

Prepared and
Presented by: Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

Purpose: Owner to update council on his intention to repair or demolish the structure located at 18 Berry Ave.

Background: Owner: Moten Estate (Dan Moten)

Date Sub-Standard housing file was opened: December 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 December 18, 2018 the Building Department conducted an inspection of the premises and found the structure to be unsafe, uninhabitable. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 5, 6, 7, 8, 9, 10).

Options:

1. To review the owners request for an extension.
2. Other direction from council.

Funding: Not Applicable

Recommendation: Staff is requesting Council's approval to proceed with Option1.

**Previous Discussions
With Council:**

April 19, 2019 – Info only provided to council.

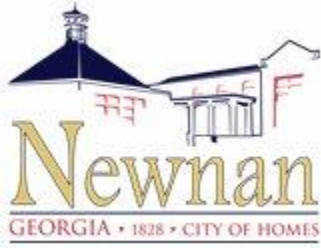
June 18, 2019 – Public hearing was held and Resolution was adopted to repair or demolish (inform council of intent) within 30 days.

July 16, 2019 – Owner was given a 90 day resolution deadline to repair or demolish. Owner informed council he had decided to sell the property. Deadline expires October 15, 2019.





City of Newnan, Georgia - Mayor and Council



Date: October 8, 2019
Agenda Item: 33 Hardaway St., Newnan, Ga 30263
Prepared and Presented by:
Matt Murray, Code Enforcement Officer
Submitted by: Bill Stephenson, Chief Building Official

Purpose: Owners to update council of status concerning the dilapidated structure located at 33 Hardaway St., Newnan, Ga 30263

Background: Owner: Annie Pearl Cook Estate

Date Sub-Standard housing file was opened: March 1, 2019.
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On March 4, 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. To approve owner's request for an extension.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

April 19, 2019 – Council informed of conditions.

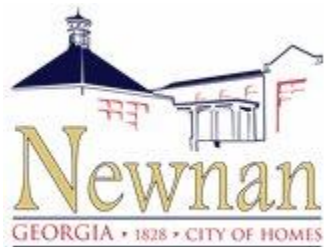
May 7, 2019 – Public Hearing was requested.

June 18, 2019 – Public hearing was held on this property. A 120 day extension was granted.





City of Newnan, Georgia - Mayor and Council



Date: October 8, 2019

Agenda Item: 121 PINSON ST

Prepared and Presented by:
Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

Purpose: Owner/Contractor to update council on repairs to the structure located at 121 PINSON ST.

Background: Owner: JARVISS BALLARD & MARCUS BEASLEY
Contractor: Render Godfrey

Date Sub-Standard housing file was opened: August 26, 2014

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

On August 26, 2014 the Building Department conducted an inspection of the premises and found the structure to be unsafe, uninhabitable, open and vacant. 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. Grant request from owner.
2. Other direction from Council.

Funding: Not Applicable

Recommendation: Staff is requesting Council's approval to proceed with Option 2.

Previous Discussions with Council:

August 2, 2013 – Council informed of conditions.

August 13, 2013 – Public Hearing was requested.

September 23, 2013 - Public hearing was closed and the resolution was to be continued until due to the time restrictions for properties purchased in a tax sale.

February 10, 2015 – 180 day extension granted in order for owner to foreclose on property.

August 21, 2015 – 90 day extension request granted in order for owner to foreclose on property.

September 8, 2015 – No Progress

October 15, 2015 – No Progress

November 10, 2015 – No Progress

December 15, 2015 – No Progress

January 12, 2016 – No Progress

February 9, 2016 – No Progress

March 10, 2016 – No Progress

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February 12, 2019- Interior progress

March 11, 2019 – Interior progress

April 9, 2019 – Interior progress

May 9, 2019- No progress

June 18, 2019- No progress

July 19, 2019- No progress

August 13, 2019- No progress

August 13, 2019 – 60 day extension granted with 30 days to report.

September 10, 2019 – contractor informed council of update on repairs.





City of Newnan, Georgia – Mayor and Council



Date: October 8, 2019

Agenda Item: 280 West Washington St., 180 W Washington St, 6 Glenn St, 8 Glenn St, 100 Sprayberry Rd.

Prepared and Presented by: Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

Purpose: To inform Council of the status of 280 West Washington St., 180 w Washington St, 6 Glenn St, 8 Glenn St, 100 Sprayberry Rd having been before Council in Public Hearings.

Background: Date of Status Check: October 1, 2019

<u>Property Address</u>	<u>Owner</u>	<u>Original Hearing</u>	<u>Original # Of Days Allowed</u>	<u>Original Resolution Deadline</u>	<u>Extensions</u>	<u>Updated Resolution Deadline</u>	<u>Status</u>
280 West Washington St	Irvin Jones Estate	February 24, 2015	180 Days	August 23, 2015	180 Days	March 23, 2020	Interior progress
180 West Washington St	Render Godfrey	September 25, 2017	45 days	November 9, 2017	60 days	November 9, 2019	No progress
100 Sprayberry Rd	Edwin Jean-Pierre	August 27, 2019	60 days	October 28, 2019			Interior and exterior progress.

8 Glenn St	D Free Mgt LLC
6 Glenn St	D Free Mgt, LLC

August 27, 2019	60 days	November 24, 2019
August 27, 2019	30 days	September 27,2019

		Exterior and interior progress.
60 days	November 24, 2019	Exterior cleanup. Reno plans submitted for review.

Options:

1. Accept status reports, no further action is required.
2. Other direction from Council.

Funding:

Not Applicable

Recommendation:

Staff is requesting Council's approval for Option

Previous Discussions

With Council:

All have previous history with Council.

WHITE OAK GOLDEN K - KIWANIS CLUB

*P.O. Box 73283
Newnan, Georgia 30271*

September 26, 2019

Mr. Cleatus Phillips
City Manager
P.O. Box 1193
Newnan, Georgia 30264

Re: Kiwanis Fund Raiser Pecan Sale

Dear Mr. Phillips:

The White Oak Golden K requests permission to set up a kiosk on the sidewalk around the court square for our 2019 pecan sale. Dates requested are Fridays beginning November 8 through November 22 . This would be our 25th year on the square.

Our Kiwanis Club derives a large portion of its financial support from the annual sale of pecans. Proceeds fund service activities throughout Coweta County. The Boys and Girls Club, College Scholarships, Boy Scouts, C.A.S.A., summer camps, and Angel House are some of the service commitments of the White Oak Golden K.

Your support of our community projects is appreciated.

Sincerely,



Malcolm Jackson
President

POC: Frank Reece
770-251-8569
reecefs@numail.org

Foundation Christian Church
30-A East Washington St.
Newnan, GA 30263
Tel (770) 396-2220
Jason@FoundationNewnan.com
www.FoundationNewnan.com



**FOUNDATION
CHRISTIAN
CHURCH**

SEPTEMBER 30, 2019

Libby Winn
c/o: Newnan City Council
25 LaGrange Street
Newnan, GA 30263

Dear Libby,

Foundation Christian Church has been invited to bring our Free Ice Cream Truck to Newnan High School's Homecoming Parade Pep Rally at Greenville Street Park on Thursday, October 10th. I would like to request three (3) parking spots on Greenville Street adjacent to the Park so that we can park the Ice Cream Truck for the aforementioned event. (4 pm)

Please let me know if you have any questions regarding this request.

Warm regards,

Jason Walton

COMMUNITY OUTREACH PASTOR

REQUEST TO CITY COUNCIL – OCTOBER 8, 2019

(Artists and Makers Pop Up Market were approved for Sunday 9/15 and Sunday 10/20)

**Request for Artists and Makers Pop Up Market – Downtown
Sunday November 17, 2019 and an addition to the October 20th event**

From: Martha Anne Duenckel
Sent: Monday, September 30, 2019 12:03 PM
To: Libby Winn
Subject: Re: Artists and Makers Pop Up Market

(Emails from Ms. Duenckel)

Attached is the application request to use the court square on **Sunday 11/17** from 12-6 pm plus set up and breakdown so 10am to 7pm in total. I'd also like to request use of additional sides of the court square. We are needing more space than just the west side. The north and south sides are partially being used also. I'd also like to request the use of parking spaces. On the south side of the square I will need six spaces for a truck and trailer with two alpaca for the November 17th event. The Alpaca would be brought onto the sidewalk. They will have harnesses and will have someone standing there allowing children to pet them and take photos one at a time. I also request an additional 3 spaces for a food truck on the North Side for the November market.

For the October 20 event that is already approved and for the November 17th event, I would like one of the vendors to be allowed to bring two turtles that will be under her tent. She is a vendor but also a member of the Georgia Reptile Society.

Thank you,

Martha Anne Duenckel



GUIDELINES FOR USING DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS

NAME OF AGENCY	Artists and Makers Pop Up Market
NAME OF PERSON IN CHARGE OF EVENT	Martha Anne Duenckel
ADDRESS OF PERSON IN CHARGE	30 Hannah Rd. Newnan, GA 30263
CELL PHONE NUMBER OF PERSON IN CHARGE	6784628387
TYPE OF EVENT	Artist Market
PURPOSE OF EVENT	Downtown event
DATE OF EVENT	11/17/2019
TIME OF EVENT	12-6 pm

CONDITIONS OF PERMIT

If permit is for any type utilizing streets of the city other than just the square area, a map shall be submitted to indicate routes of the event. If road race, walk or similar event, a fee will be charged based on number of police officers required to provide safety for the event; and all events of this type should be scheduled to end by 10:00 AM. If officers are required for other events, a fee will be charged based on number of officers requested by agency sponsoring event.

Applicants for permits for the square area only which require the setting of booths or selling goods should be aware that homegrown or handmade goods are preferred and that other goods sold should not be in conflict with goods that merchants on the square have for sale, excluding restaurant style prepared food items. Personal information from those attending the event should not be solicited. Subscription based businesses, home improvement companies, insurance companies, etc., that approach those attending the event for solicitation for future services are not allowed. It is recommended that a 10x10 booth space be assigned to each participant with the participants name written in chalk at each sidewalk location. Permanent marking on the square is not allowed. You must provide your own tent, chairs and tables. If your event requires electricity, it must be requested in advance. If it is used from the light poles, then the cover must be put back on after the event. If a cover is lost the event coordinator and vendor are liable for the cost of replacing the lost cover. All cords must be duct taped down to the sidewalks to prevent accidents.

EVENT STAFFING

The coordinator of the event on the square must remain on site throughout the set up and clean up of the event. The event coordinator must make sure that the square is returned to normal after the event is over.

GARBAGE

Additional rolling trash cans by the City of Newnan Sanitation Department need to be around the court square. Contact Sanitation Services at 770-253-0327 to coordinate and determine the number of cans needed for your event. We recommend that you cover the permanent cans surrounding the square and use the rolling cans. If the decorative cans are overflowing at the end of the event, they should be emptied into the rolling cans. Cost of Sanitation cans are \$10.00 per can during normal business hours and \$25.00 per can after hours. *(Costs are subject to change)*

PUBLIC NOTICE SIGNAGE

The coordinator of the event is responsible for obtaining and displaying Special Event Notice signs as provided by City staff. Public notice along/near the event location shall be provided at least 72 hours in advance of the event.

BATHROOMS

A portable restroom, or more depending on the size of the event, must be provided for the public to use. Downtown shops only allow restroom facilities to be used by paying customers. Main Street can assist with contact information on a Main Street member that provides port-a-potties for a fee. We recommend these be placed on the side of NuLink on West Washington Street.

PARKING

Vendors can park on the square to unload, but once unloaded they will need to move their vehicles to a city lot. Parking on the square or in front of stores is prohibited. This includes on side streets. Parking is for customers and event attendees.

AGREEMENT

I, Martha Anne Duenckel, agree to these guidelines for use of the Newnan Square and/or city streets.

SIGNED 

DATE 9/28/2019

EVENT - 100.00.34.2901 – Event Activity Fees

Motion to Enter into Executive Session

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

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

Motion to Adopt Resolution after Adjourning Back into Regular Session

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