



Newnan City Council Meeting

FEBRUARY 14, 2023

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

CALL TO ORDER

INVOCATION

READING OF MINUTES

- [A.](#) Minutes from Special Called Meeting on January 17, 2023
- [B.](#) Minutes from Regular Meeting on January 24, 2023

REPORTS OF BOARDS AND COMMISSIONS

- C. 1 Appointment - Cultural Arts Commission, 3 year term
- D. 1 Appointment - Ethics Commission, 2 year term
- E. 1 Appointment - Keep Newnan Beautiful, interim term until 8/1/24
- F. 2 Appointments - Parks Commission, 3 year terms
- G. 2 Appointments - Tree Commission, 3 year terms
- H. 1 Appointment - Newnan Youth Activities, 3 year term

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- [I.](#) Public Hearing - Application for Alcohol Beverage License - D&W 2021 LLC dba Dynasty Restaurant - Retail on Premise (Pouring) Sales of Malt Beverages and Wine - 34 Bullsboro Dr. - Reason: New Business
- [J.](#) Public Hearing - Application for Alcohol Beverage License - Newnan Coweta Historical Society History Center - Special Permit Location - 60 E. Broad St. - Reason: Personnel
- [K.](#) Public Hearing - Application for Alcohol Beverage License - Newnan Coweta Historical Society, McRitchie Hollis Museum - Special Permit Location Only - 74 Jackson St. - Reason: Personnel
- L. Update on Progress of Distilled Spirits Package Store License - 109 Bullsboro Drive
- [M.](#) 31 Jones St - Request a public hearing on March 28, 2023 for structure.
- [N.](#) Consideration of Resolution and Mowing and Maintenance Agreement between the City of Newnan and Georgia Department of Transportation (GDOT) for Roundabout at SR14/US29/Corinth Rd
- [O.](#) Consideration of Entering into an Agreement with a qualified firm to provide Construction Services for the redevelopment of the Wadsworth Parking Lot; and the approval of an associated budget
- [P.](#) Consideration of Update to City of Newnan Fee Schedule
- [Q.](#) Consideration of Vendor Recommendation for Audit Services
- [R.](#) Housing Authority of Newnan ARPA Update and Amendment Request

UNFINISHED BUSINESS

S. Status Updates on 21 Berry Ave, 5 Smith St, 33 Ray St and 25 Pinson St

T. 25 Pinson St - Owner update and request for extension.

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

U. Request from Foundation Church to Close South Court Sq on April 7th for Good Friday Event from 2pm-10pm

MOTION TO ENTER INTO EXECUTIVE SESSION

V. Motion to Enter into Executive Session

ADJOURNMENT

The special called meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, January 17, 2023 at 4:30PM in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

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

PRESENT

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

EXECUTIVE SESSION

Mayor Brady explained that this meeting was solely for needing to hold executive session to discuss legal. Mayor Brady recused himself and turned the meeting over to Mayor Pro Tem Koritko.

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Koritko, seconded by Councilman Alexander that we now enter into closed session as allowed by O.C.G.A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing legal issues and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 4:31PM.

MOTION CARRIED. (5-0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

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

MOTION CARRIED. (5-0)

GREEN TOP ROAD ARBITRATION APPEAL

Motion by Councilman Alexander, seconded by Councilman Guillaume to appeal the decision of the arbitration panel in the Green Top Road Annexation Arbitration due to the validity of the objection, the County meeting the evidentiary burden and the requirement

for provision of water and sewer service by the Coweta County Water and Sewer Authority.

MOTION CARRIED. (5-0)

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman Guillaume to adjourn the meeting at 5:20PM.

MOTION CARRIED. (5-0)

Megan Shea, City Clerk

Keith Brady, Mayor

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, January 24, 2023 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

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

PRESENT

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

MINUTES – SPECIAL CALLED MEETING – JANUARY 9, 2023

Motion by Councilman DuBose, seconded by Councilman Shell to dispense with the reading of the minutes of the Special Called meeting on January 9, 2023 and adopt them as presented.

MOTION CARRIED. (7-0)

MINUTES – REGULAR COUNCIL MEETING – JANUARY 10, 2023

Motion by Councilman DuBose, seconded by Councilman Guillaume to dispense with the reading of the minutes of the Regular Council meeting on January 10, 2023 and adopt them as presented.

MOTION CARRIED. (7-0)

NEWNAN YOUTH COUNCIL ATTENDEES

Councilwoman Jenkins introduced the members of Youth Council who were in attendance. Isabella Scarano, Anna Beth Shelnett and Sam Knight.

BOY SCOUT IN ATTENDANCE

Mayor Brady introduced Boy Scout Will Barnett who was in attendance. He is with Troop 57 out of Heatherwood Baptist Church working on his Communication Badge. Mayor Brady wished him luck on his road to Eagle.

APPOINTMENT – CULTURAL ARTS COMMISSION, 3 YEAR TERM

Continue to next agenda.

APPOINTMENT – KEEP NEWNAN BEAUTIFUL, INTERIM APPOINTMENT

Continue to next agenda.

APPOINTMENTS – PARKS COMMISSION, 3 YEAR TERMS

Continue to next agenda.

APPOINTMENTS – PLANNING COMMISSION, 3 YEAR TERMS

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to re-appoint Alton West to the Planning Commission.

MOTION CARRIED. (7-0)

Motion by Councilman Shell, seconded by Mayor Pro Tem Koritko to re-appoint Fred E. Hamlin to the Planning Commission.

MOTION CARRIED. (7-0)

APPOINTMENTS – TREE COMMISSION, 3 YEAR TERMS

Continue to next agenda.

APPOINTMENT – NEWNAN YOUTH ACTIVITIES, 3 YEAR TERM

Continue to next agenda.

CITY MANAGER

Mr. Phillips stated that the development team working on the 57 East Project is nearing completion with their due diligence, market analysis and plan proposals. They have requested a special meeting before Council.

Mayor Brady called a special Work Session for February 22nd at 5:30pm and notified the press.

PUBLIC HEARING – REZONING REQUEST RZ2022-13; 34.497 + ACRES AT 60 HOSPITAL RD (PORTION OF TAX PARCEL #N41A-001 & N41A-002) FROM OI-1 TO PDR – REQUEST TO CONTINUE TO MARCH 28, 2023 COUNCIL MEETING

Mayor Brady recused himself due to a business relationship with the seller. He turned the meeting over to Mayor Pro Tem Koritko. Councilwoman Jenkins also recused herself due to being on the Piedmont Newnan Hospital board.

Mayor Pro Tem Koritko explained that the applicant submitted a letter requesting to withdraw the item altogether and asking for a waiver of the 12-month time limitation set forth in the City Ordinance.

Councilman Alexander asked when the applicant thought they might bring this back to Council? Melissa Griffis on behalf of the applicant stated that they are not sure right now, things have been taking longer than anticipated after the holidays. Hopefully in the next 30-60 days but not sure.

Motion by Councilman Guillaume, seconded by Councilman Alexander to accept the withdrawal and waive the 12-month time limitation to return to Council.

MOTION CARRIED. (5-0)

PRESENTATION OF INTERIM REPORT FROM THE FARMER STREET CEMETERY COMMISSION

Assistant City Manager, Hasco Craver introduced Jocelyn Palmer, acting Chair of the commission.

Ms. Palmer explained that this was to provide an update on progress. There is currently an RFP out to find a programming person to assist the commission with the final phase of recommendations regarding preservation efforts and improvements.

There are some less than wholesome activities going on at the cemetery and the commission is looking to City Staff to help deal with that to ensure the site is protected. The commission discovered there is a black cemetery network organization out of The University of South Florida. There are 4 sites in Georgia already that are part of the group and the commission would like to join the group.

Mr. Craver stated that the commission is looking for guidance from Council to instruct Staff and the City Attorney. There are some fences erected along Washington St. that the commission believes are on cemetery property. That needs to be looked at more closely to help protect the cemetery. The commission would also like to establish visiting hours for not just this cemetery but all City cemeteries.

Mayor Pro Tem Koritko asked about the fences encroaching on City property. Mr. Craver stated that they are not sure but that is why they are looking for direction to confirm if that is the case or not.

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to direct Staff to follow the recommendations of the Farmer Street Cemetery Commission and bring back to Council.

MOTION CARRIED. (7-0)

**REQUESTS FOR STREETS AND SIDEWALK CLOSURES FOR MAIN STREET
EVENTS 2023**

Assistant City Manager, Hasco Craver stated that there have been some tweaks and additions this year. Jesse Branch, Special Events Coordinator, explained that an additional Market Day date has been added in March. There will also be a new event this year, the Downtown Newnan Restaurant Week and they are still figuring out all the details for that.

Motion by Councilman DuBose, seconded by Councilman Shell to approve the requests as presented.

MOTION CARRIED. (7-0)

**CONSIDERATION TO EXERCISE OPEN CONTAINER AMEMDMNT TO CHAPTER 3,
ALCOHOLIC BEVERAGES DURING MAIN STREET NEWNANIGHTS CONCERT
SERIES 2023**

Mayor Pro Tem Koritko asked if this is just for Greenville Street Park? Mr. Craver explained that it is just for the park and that this section of the ordinance allows for brown bagging as it's commonly called so people can bring alcohol to the park for the concert. This is the same as they do for Jazz in the Park.

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

MOTION CARRIED. (7-0)

**CONTINUANCE OF PUBLIC HEARING – RZ2022-12; 3.3 + ACRES AT 420
JEFFERSON ST. (TAX PARCEL #N57D-096) FROM RS-15 TO CGN**

Mayor Brady explained that there was a letter similar to the previous item, asking for the item to be withdrawn and for a waiver of the 12-month limitation.

Motion by Councilman Shell, seconded by Councilman DuBose to accept the letter as presented.

MOTION CARRIED. (7-0)

**REQUEST FROM HOUSING AUTHORITY OF NEWNAN TO CONTINUE TO STORE
TRAILERS AT 10 JORDAN ST.**

Councilman DuBose asked how long this will be for? There was not a specific date given. Ms. Sandra Strozier, President and CEO of the Housing Authority of Newnan explained that the trailers were donated and they are made available for use when needed. This will continue as long as the Housing Authority owns the property.

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

MOTION CARRIED. (7-0)

REQUEST FROM BRENT WALKER AND M.O.V.E REAL ESTATE GROUP
REGARDING PROPERTIES ON RAY ST.

Mayor Brady explained that this request is for the City to sell these properties on Ray St. to the real estate group. Mr. Craver further explained that the subject property is 25 Ray St. The City does not own or have an interest in 23 or 26 Ray St. During the 2019 Council Retreat there was a discussion about City owned lots. At that time 25 Ray St. was deemed to be something for the Urban Redevelopment Agency to handle.

Mr. Brent Walker explained that they want to buy 25 Ray St. to build a single-family home. He is just starting his business and is from Coweta County. Mayor Brady said that this lot is dedicated to the Newnan Urban Redevelopment Agency to build on, unless Council wants to change that. Council agreed that they were not inclined to change that and not at the point where they want to sell that lot.

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

MOTION CARRIED. (7-0)

VISITOR

Marcus Rosser signed the sign-in sheet to speak but was not present in Council Chambers when that time came.

ADJOURNMENT

Motion by Councilman Alexander, seconded by Mayor Pro Tem Koritko to adjourn the Council meeting at 6:55pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor

APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **D & W 2021, LLC dba Dynasty Restaurant**

Licensee: **Jie Lin**

License Representative: **N/A**

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

Location: **34 Bullsboro Dr.**

TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

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

N/A

Respectfully submitted,

Megan Shea
City Clerk

APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **Newnan Coweta Historical Society – History Center**

Licensee: **From: Gary Welden
To: Larisa M. Scott**

License Representative: **N/A**

Type License: **Special Permit Location Only (no sales)**

Location: **60 E. Broad St.**

TO THE CITY COUNCIL: REASON – PERSONNEL

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

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

N/A

Respectfully submitted,

Megan Shea
City Clerk

APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **Newnan Coweta Historical Society – McRitchie Hollis Museum**

Licensee: **From: Gary Welden
To: Larisa M. Scott**

License Representative: **N/A**

Type License: **Special Permit Location Only (no sales)**

Location: **74 Jackson St.**

TO THE CITY COUNCIL: REASON – PERSONNEL

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

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

If not, reasons _____

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

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

N/A

Respectfully submitted,

Megan Shea
City Clerk

City of Newnan, Georgia - Mayor and Council



NEWNAN
GEORGIA

Date: February 14, 2023

Agenda Item: 31 Jones St

Prepared and Presented by:
Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

Purpose:

To schedule the public hearing concerning the dilapidated structure located at 31 Jones St.

Background:

Owner: Willie Allen & Dennis Montgomery

Permits: none

Date Sub-Standard housing file was opened: November 15, 2021

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

Previous inspections by Newnan Building Department have deemed the property to be unsafe. Information was presented to Council electronically concerning the condition of the above-mentioned property on January 23, 2023.

Options:

1. Set Public Hearing Date for March 28, 2023.
2. Other direction from Council.

Funding:

Not Applicable

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

Previous Discussions with Council:

January 23, 2023 - Council informed of conditions.





RESOLUTION

APPROVING AGREEMENT BETWEEN GEORGIA DEPARTMENT OF TRANSPORTATION AND CITY OF NEWNAN REGARDING RIGHT OF WAY MAINTENANCE AS A PART OF THE SR14/US29 AT CS2334/CORINTH ROAD IN NEWNAN PROJECT

WHEREAS, the Georgia Department of Transportation (the “Department”) is constructing a roundabout intersection improvement project in the City of Newnan (the “City”) identified as the SR14/US29 at Corinth Road Project, P.I. No. 0015844, Coweta County (the “Project”); and

WHEREAS, the City has represented a desire to provide maintenance services within the right of way as a part of the Project and has agreed to provide maintenance services within the right of way at the Project location; and

WHEREAS, the Department has agreed to permit City to provide maintenance services within the right of way at the Project location.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Newnan, Georgia and it is hereby resolved by the authority of same that the Agreement Between Georgia Department of Transportation AND THE CITY OF NEWNAN, GEORGIA for right of way maintenance as a part of the SR 14/US 29 at CS2334/Corinth Road I Newnan Project attached hereto as Exhibit “A” and by reference made a part hereof (the “Agreement”) is hereby approved and the Mayor and City Clerk are hereby authorized to execute the Agreement and to transmit the Agreement to the Georgia Department of Transportation.

SO RESOLVED in open session, regularly assembled this _____ day of February, 2023.

ATTEST:

Megan Shea, City Clerk

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cleatus Phillips, City Manager

L. Keith Brady, Mayor

Dustin Koritko, Mayor Pro-Tem

George M. Alexander, Councilmember

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT

ONLY) By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

City of Newnan

PROJECT ID # 0015844

PERMIT ID # 0015844

STATE ROUTE: 00001400, MP 47.1 to MP 47.3

THIS AGREEMENT made and entered into this _____ (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and the City of Newnan hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #), # 0015844, which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I
SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in Exhibit A, **MA WORK PLAN**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in Coweta County, as more particularly described in Exhibit A.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT'S**

Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in Exhibit A or upon completion of the construction project associated with PERMIT ID # 0015844 .

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or **LOCAL GOVERNMENT**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any Party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the Parties. It is understood, however, that **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any Party with written approval by the other Parties.

ARTICLE IV
ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Coweta County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be

commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

**ARTICLE VI
INSURANCE**

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

is self-insured and all claims against **LOCAL GOVERNMENT** will be handled through **[INSERT NAME OF GROUP/ENTITY THROUGH WHICH LG IS SELF-INSURED]**.

OR

shall, prior to beginning work, obtain coverage from a private insurance company or cause its consultant/contractor to obtain coverage in the minimum insurance amounts indicated below in this ARTICLE VI.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and registered to do business in the State of Georgia:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
- (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.

- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII

COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII

RESPONSIBILITY FOR CLAIMS AND LIABILITY

LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions

or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX

TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other

non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

ARTICLE X
COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI
MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of

this Agreement and are incorporated herein by reference.

6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____(Seal)
Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

_____(Seal)
Name and Title: _____

EXHIBIT A
MAINTENANCE WORK PLAN

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Pruning

- Remove dead or diseased planted vegetation.
- Prune trees, shrubs and ground covers to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees, shrubs, and ground covers as needed to remove damage by storm or accident events and to prevent safety hazards.
- Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning Standards

Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds
- All Pesticide/Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.

- When pesticides/herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for pesticide/herbicide use as required by state code.

Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

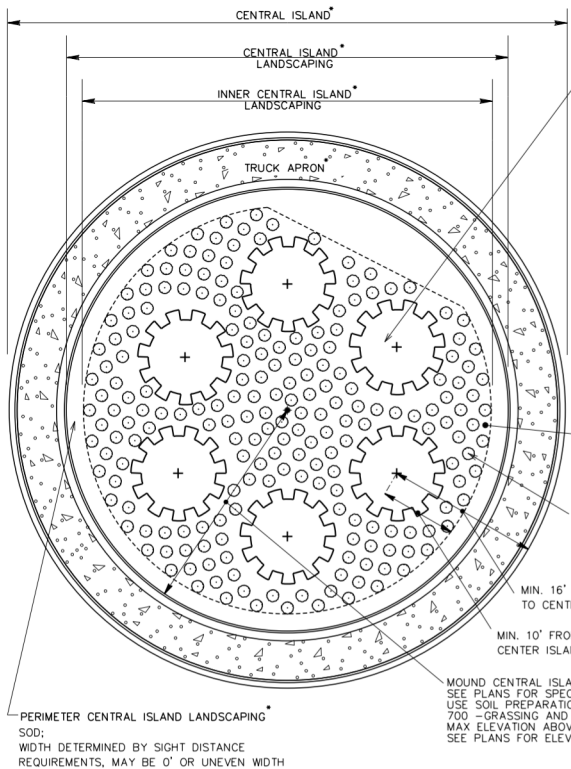
Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

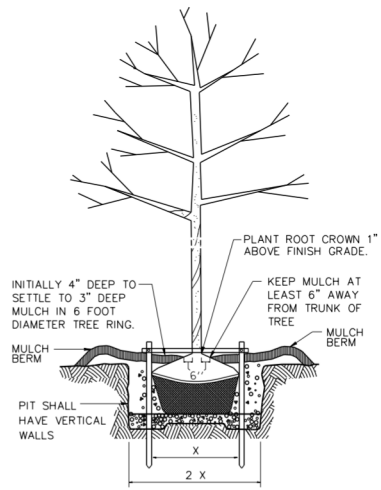
Installed Sidewalks/Multi-Use Trails

- Maintain and repair sidewalks and brick pavers according to the Americans with Disabilities Act (ADA)
- GDOT will not be responsible for damages to sidewalks/multi-use trails, amenities, etc. caused by maintenance activities on state right of way

NOTE: All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.

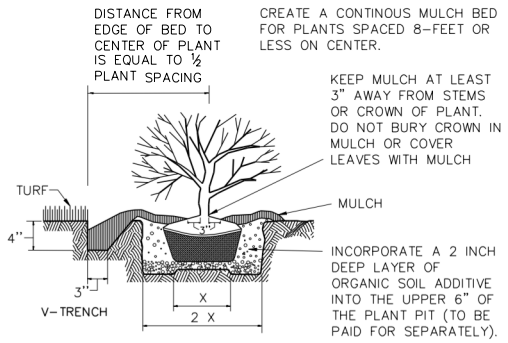


INNER CENTRAL ISLAND DIAMETER (')	TREE SPACING (CENTER TO CENTER)
20-29	1 TREE
30-54	10'
55-69	15'
70-85	20'
>85	25'



TREE PLANTING DETAIL ELEVATION

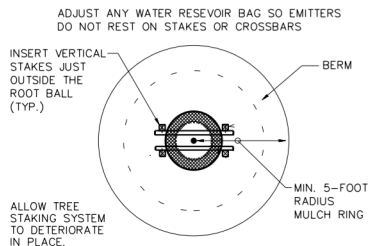
USE DRYWALL SCREWS TO ATTACH 4-FOOT LONG VERTICAL 2" X 2" HARDWOOD STAKES TO 2" X 2" CROSSBARS AT LEAST 6 INCHES LONGER THAN THE TREE ROOT BALL DIAMETER TO STABILIZE THE ROOT BALL AND PREVENT THE TREE FROM LEANING.



CONTAINER OR BALLED & BURLAPPED PLANTING DETAIL

- GENERAL NOTES:
- SEE STANDARD SPECIFICATIONS 700 AND 702 FOR PLANTING REQUIREMENTS.
 - SEE PLAN SHEETS FOR THE CENTRAL ISLAND DIMENSIONS, CENTRAL ISLAND GRASSES AND ELEVATIONS.
 - TREE, ORNAMENTAL GRASS AND WILD FLOWER SPECIES SHOULD BE CHOSEN FROM THE LIST BASED ON WHAT WILL THRIVE AND "FIT" BEST IN THE AREA.
 - IT IS RECOMMENDED THAT UP TO 3 DIFFERENT TYPES OF ORNAMENTAL GRASSES AND WILDFLOWER BE SELECTED FOR A LOCATION, AND SPREAD EVENLY AROUND THE CIRCLE.
 - THE DESIGNER MAY SPECIFY ALTERNATE PLANT MATERIALS, SUCH AS HIGHER MAINTENANCE PLANTINGS, WITH PRIOR REVIEW AND APPROVAL BY THE OFFICE OF MAINTENANCE. IF ALTERNATE MATERIALS/PLANTINGS ARE SPECIFIED, THEY WILL BE DESCRIBED ELSEWHERE IN THE PLANS.
 - MISCANTHUS AND ALL OTHER INVASIVE EXOTIC PEST PLANT SPECIES ARE NOT ALLOWED TO BE PLANTED ON THE RIGHT OF WAY.

PLANTING LAYOUT



TREE PLANTING DETAIL - PLAN

PAY ITEM #	UNIT	PAY ITEM DESCRIPTION	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
NATIVE EVERGREEN TREES						
	EA					AS SHOWN
702-0707		OSMANTHUS AMERICANUS	CARTREMA AMERICANUS/ OSMANTHUS AMERICANUS	DEVILWOOD/WILD OLIVE	6'-8' MIN. HT	
702-0445		ILEX OPACA (AMERICAN HOLLY)	ILEX OPACA	AMERICAN HOLLY	8'-10' MIN. HT	
702-0471		ILEX VOMITORIA	ILEX VOMITORIA	YAUPON HOLLY	6'-8' MIN. HT	
702-0520		JUNIPERUS VIRGINIANA	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	8'-10' MIN. HT	
702-0630		MAGNOLIA GRANDIFLORA	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	8'-10' MIN. HT	
702-0640		MAGNOLIA VIRGINIANA	MAGNOLIA VIRGINIANA	SWEET BAY MAGNOLIA	8'-10' MIN. HT	
702-0825		PRUNUS CAROLINIANA	PRUNUS CAROLINIANA	CAROLINA CHERRYLAUREL	8'-10' MIN. HT	
NATIVE ORNAMENTAL GRASSES						
	EA				1 GAL OR LANDSCAPE PLUG	AS SHOWN
702-0060		ANDROPOGON TERNARIUS	ANDROPOGON TERNARIUS	SPLIT-BEARD BLUESTEM		
702-0234		BOUETILOUA GRAECLIS (BLUE GRAMA)	BOUETILOUA GRAECLIS	BLUE GRAMA		
702-0265		ERAGROSTIS SPECTABILIS	ERAGROSTIS SPECTABILIS	PURPLE LOVE GRASS		
702-0678		MULLENBERGIA CAPILLARIS	MULLENBERGIA CAPILLARIS	PINK MUHLY GRASS		
702-0718		PANICUM VIRGATUM 'SHENANDOAH'	PANICUM VIRGATUM 'SHENANDOAH'	RED SWITCHGRASS		
702-0719		PANICUM VIRGATUM	PANICUM VIRGATUM	SWITCHGRASS		
702-1040		SCHIZACHYRIUM SCOPARIUM	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM		
702-1061		SPOROBOLUS HETEROLEPSIS	SPOROBOLUS HETEROLEPSIS	PRAIRIE DROPSPEED		
702-1070		TRIPSACUM FLORIDANA	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS / EASTERN GAMAGRASS		
NATIVE WILDFLOWERS						
	AC					OVERSEED
701-0010		WILDFLOWER SEEDING	WILDFLOWERS SEED MIXES	WILDFLOWERS SEED MIXES		
OTHER						
700-9300	SY	SOD	CYNODON DACTYLON 'TIFWAY 419'	HYBRID BERMUDA GRASS		
702-9005	LB	SPRING APPLICATION FERTILIZER	FERTILIZER	FERTILIZER		
702-9025	SY	LANDSCAPE MULCH	-	PINE STRAW MULCH		

DATE	09-2022	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA
REVISION		CONSTRUCTION DETAIL
REVISION		ROUNDAABOUT LOW MAINTENANCE LANDSCAPING DETAILS
BY	REV. & REDRAWN SEPTEMBER 2022	NUMBER RA-1
SCALE	NO SCALE	



City of Newnan, Georgia - Mayor and Council

Date: February 14, 2023

Agenda Item: Consideration of entering into an Agreement with a qualified firm to provide Construction Services for the redevelopment of the Wadsworth Parking Lot; and the approval of an associated budget

Prepared and Presented By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider entering into an agreement with Georgia Development Partners (GDP) to provide construction services for the redevelopment of the Wadsworth Parking Lot; and the consideration of an associated budget.

Background:

The City of Newnan, beginning in July 2020, initiated internal conversations related to the needed improvements of the existing parking facility adjacent to the Wadsworth Auditorium and Fire Station 1. With the establishment of the Leisure Services Department and the redevelopment of Fire Station 1, City staff engaged Ironwood Design to develop concepts for campus improvements, including parking facilities. Through the remainder of 2020, City staff worked alongside Ironwood Design to consider sites challenges and opportunities.

In February 2021, City staff received and approved a conceptual design. Thereafter, a cost estimating exercise resulted in a discussion of employing a phased approach to the project's delivery. Phasing limits were agreed upon in Summer 2021. Ironwood Design began working to develop construction documents throughout the remainder of 2021.

In January/February 2022, City staff engaged an outfit to perform environmental testing on an existing structure (7 Lee Street) that was deemed non-contributing to the site and is required to be demolished to deliver the improved campus and parking plan. Newnan City Council approved the demolition of the structure after holding a public hearing at the February 22, 2022 meeting.

On May 24, 2022, Newnan City Council approved a contract with Ironwood Design to develop Construction documents for Phase I of the Wadsworth Parking Lot Improvement Project. Over the next five (5) months, Ironwood Design developed construction documents that may be used for the solicitation of competitive proposals to make improvements to the facility.

The City of Newnan, on November 8, 2022, released a Request for Proposals (RFP) for Event Hall Parking Lot Improvements.

The City of Newnan received a proposal from one (1) firm in the amount \$1,971,508.37 on December 5, 2022.

The following firm submitted a proposal:

Georgia Development Partners, LLC
 300 Galleria Pkwy, Suite 310
 Atlanta, GA 30339

Please note that the proposed bid amount for this project is \$740,508.37 over currently available funds.

At the December 13, 2022 City Council meeting, upon the recommendation from City staff, the Newnan City Council instructed staff to initiate negotiations with the sole bidder to consider decreasing total cost while maintaining the goal of improving the area for long term use.

Subsequently, City staff met with Georgia Development Partners, as well as members of the design team, Newnan Utilities and various city departments. As a result, City staff was able to identify certain project adjustments that realize \$402,355.57 in cost savings.

The following list is illustrative of the activities/improvements that have been modified and/or eliminated to realize cost savings:

- Retaining wall material change;
- Reduced the length of retaining wall along Lee Street;
- Due to removing part of retaining wall, the length of guard rail has been reduced;
- Change cobble stone to paver at car loading zone. Also, changed the application to sand-set on GAB;
- Lighting specification for parking lot pole lights changed to Galleon, as recommended by Newnan utilities;
- Changed tree sizes to 4” caliper;
- All custom wood fencing changed to aluminum fence. Fence around the AC units has been removed.

New total project construction cost is \$1,569,152.80.

In addition to the recommendation to enter into an agreement with the Construction Firm, City staff is recommending that the Newnan City Council concurrently approve a project budget.

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

Activity Item	
Construction	\$1,569,152.80
Architectural & Engineering	\$45,000
Testing Services	\$10,000
Outdoor Furniture/ Fixtures	\$30,000
Permitting & Other Cost	\$5,000
Owner Contingency	\$100,847.20
Total	\$1,760,000

Funding:

SPLOST 2019	\$50,000
Parking Lot Reserve	\$120,000
General Fund (2022 Encumbrance)	\$300,000
Tourism Capital	\$260,000
Fund Balance (\$800,000 previously approved - \$230,000 additional)	\$1,030,000
Total Funding	\$1,760,000

Recommendation:

City staff recommends that the Newnan City Council enter into an agreement with Georgia Development Partners to provide Construction Services for the redevelopment of the Wadsworth Event Hall Parking Lot; and approve the associated budget.

Attachments:

1. Conceptual Design of the Wadsworth Event Hall Parking Lot
2. Georgia Development Partner's updated proposal

Previous Discussion with Council:

Beginning in early 2022, Newnan City Council began discussions related to the improvement of the Wadsworth Parking Lot, as described herein.

Newnan Event Hall Parking Lot Renovations



Georgia Development Partners

300 Galleria Parkway Suite 310

Atlanta GA 30339

Contact: Shawn O'Connor

Phone: 404.228.6949

Fax: 404.228.5478

Quote To:

City of Newnan
Event Hall Parking

Job Name:

Newnan Event Hall Parking

Date of Plans:

Revision Date:

Phone:

Fax:

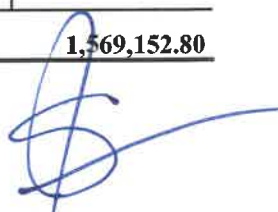
VE- Post Bid Value Engineering

[Signature]
1/23/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Grading					
10	Pothole for Utilities	1.00	DAY	1,646.24	1,646.24
20	Strip and Stockpile Topsoil	366.00	CY	7.00	2,562.00
30	Mass Grade	284.00	CY	13.53	3,842.52
40	Export Topsoil	250.00	CY	32.60	8,150.00
45	Export Structural Fill	1,246.00	CY	26.54	33,068.84
50	Respread Topsoil	116.00	CY	11.04	1,280.64
60	Sd3 Sediment Grading	2.00	EA	3,842.01	7,684.02
70	Bio Pond Grading	1.00	LS	77,276.39	77,276.39
80	CIP Wall Excavation & Grading	570.00	LF	23.82	13,577.40
90	CIP Wall Backfill	570.00	LF	25.61	14,597.70
100	Sidewalk Grading	780.00	LF	10.53	8,213.40
110	Sidewalk Backfill	780.00	LF	5.31	4,141.80
120	Curb Grading	1,730.00	LF	3.22	5,570.60
130	Curb Backfill	1,730.00	LF	3.22	5,570.60
Grading Subtotal					187,182.15
Erosion Control					
140	Construction Entrance	1.00	EA	4,961.39	4,961.39
150	Concrete Washout	1.00	EA	4,755.67	4,755.67
160	Sd1-S Silt Fence Type C	600.00	LF	3.62	2,172.00
170	Tree Save Fence (Wood Stakes)	40.00	LF	3.02	120.80
180	Temporary Grassing	1.00	LS	1,568.27	1,568.27
190	Permanent Grassing	1.00	LS	2,627.88	2,627.88
200	Sd2-F Inlet Protection (Wrapped in Silt Fence)	5.00	EA	785.34	3,926.70
210	Sd2-P Inlet Protection (Block & Fabric)	1.00	EA	241.64	241.64
220	Erosion Control Maintenance	1.00	LS	8,805.27	8,805.27
Erosion Control Subtotal					29,179.62

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Storm Drain					
230	6" Perforated PVC	182.00	LF	32.27	5,873.14
240	Tie Into Existing Storm	1.00	EA	3,699.44	3,699.44
250	Bedding & Backfill Stone	50.00	TN	56.93	2,846.50
Storm Drain Subtotal					12,419.08
Asphalt					
260	Standard Duty Asphalt Paving	2,055.00	SY	72.49	148,966.95
270	Striping & Signage Complete	1.00	LS	7,249.32	7,249.32
Asphalt Subtotal					156,216.27
Hardscapes					
280	24" Curb & Gutter	3,210.00	LF	21.14	67,859.40
290	Flush Curb at Bio Pond	100.00	LF	21.14	2,114.00
310	4" Concrete Walkways (Interior)	1,760.00	SF	12.90	22,704.00
320	Concrete Ramps	300.00	SF	13.47	4,041.00
330	Concrete Wheelstops	47.00	EA	136.01	6,392.47
340	Perimeter Pedestrian Sidewalks	2,325.00	SF	12.91	30,015.75
350	42" Guardrail	244.00	LF	118.92	29,016.48
360	Metal Sliding Gate	1.00	LS	24,164.39	24,164.39
370	CIP walls @ Building	210.00	LF	281.05	59,020.50
380	MSE Wall At P/L	1,940.00	SF	88.76	172,194.40
390	Handrails	105.00	LF	72.49	7,611.45
Hardscape Subtotal					425,133.84
Electrical / Lighting					
395	Electrical Complete	1.00	LS	87,612.84	87,612.84
400	Lighting Complete	1.00	LS	120,727.72	120,727.72
Electrical / Lighting Subtotal					208,340.56
Contractor Items					
420	General Conditions	1.00	LS	45,627.75	45,627.75
440	Management	1.00	LS	126,640.22	126,640.22
450	Traffic Control	1.00	LS	11,757.03	11,757.03
460	Tree Removal & Haul Off	1.00	LS	14,449.02	14,449.02
470	Sawcutting	560.00	LF	4.23	2,368.80
480	Curb & Gutter Removal	851.00	LF	10.00	8,510.00
490	Concrete Sidewalk Removal	2,888.00	SF	2.96	8,548.48
500	6" Concrete Drive Removal	763.00	SF	3.56	2,716.28
510	Asphalt Removal	20,888.00	SF	2.51	52,428.88
520	Wall Removal	215.00	LF	33.37	7,174.55
530	Light Pole Removal	4.00	EA	263.96	1,055.84
540	Fine Grade Site (One Time)	40,293.00	SF	0.18	7,252.74
541	6" HDPE	140.00	LF	18.90	2,646.00
542	12" HDPE	60.00	LF	29.98	1,798.80

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
543	6" Storm Cleanout	1.00	EA	739.29	739.29
544	12x6" Storm Cleanout	1.00	EA	1,140.13	1,140.13
545	18" Nyloplast Drain Basin	1.00	EA	3,557.61	3,557.61
546	6" Storm Gate Valve	1.00	EA	4,440.92	4,440.92
547	River Rock (@ Bio Ponds)	1.00	LS	15,830.59	15,830.59
551	Artificial Turf	800.00	SF	19.33	15,464.00
552	4' Wide Steps	13.00	EA	483.29	6,282.77
555	5' Wide Steps	7.00	EA	604.11	4,228.77
560	10' Wide Steps	2.00	EA	1,208.22	2,416.44
561	Loading Dock Bumper	1.00	LS	1,255.88	1,255.88
562	Concrete Flume	25.00	LF	29.00	725.00
563	ADA Detectable Warning Surface	10.00	EA	1,389.45	13,894.50
564	6" Concrete Paver Band	66.00	LF	29.34	1,936.44
565	Vehicular Cobblestone Pavers	465.00	SF	21.01	9,769.65
570	Vehicular Concrete Paving (6")	2,211.00	SF	18.15	40,129.65
571	8x1.5 Tapping Sleeve & Valve	1.00	EA	4,076.78	4,076.78
572	1.5" RPZ	1.00	EA	4,581.47	4,581.47
575	Reset Water Meter	3.00	EA	587.01	1,761.03
Contractor Items Subtotal					425,205.31
Landscaping					
600	Landscaping Complete	1.00	LS	66,902.80	66,902.80
610	Irrigation System Complete	1.00	LS	45,308.24	45,308.24
Landscaping Subtotal					112,211.04
Alternates					
1000	Curb & Gutter all Streetscape Area (400 LF)	400.00	LF	29.00	11,600.00
2000	Traffic Paint in Lieu of Thermoplastic	1.00	LS	1,664.93	1,664.93
Alternates Subtotal					13,264.93
GRAND TOTAL					1,569,152.80


 1/23/23



City of Newnan, Georgia - Mayor and Council

Date: February 14, 2023
Agenda Item: Consideration of Update to City of Newnan Fee Schedule
Prepared By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may consider an update to the current Fee Schedule to include fees related to the residential and downtown commercial sanitation programs.

Background:

The Newnan City Council, in September 2017, approved the provision of solid waste services in the downtown commercial district for qualifying businesses, and in accordance with associated amendments to Chapter 17 Solid Waste, of the City of Newnan Code of Ordinances.

Additionally, the Newnan City Council, in September 2022, approved the provision of solid waste services for residential customers, in accordance with associated amendments to Chapter 17 Solid Waste, of the City of Newnan Code of Ordinances.

Over time, the Newnan City Council has approved certain fees related to the provision of public services (facility rental, cemetery, special events, filming, etc.).

More specifically, the Newnan City Council adopted certain fees for the successful collection and disposal of refuse, recycling, brush and bulk items at the time of the aforementioned program, policy and/or ordinance updates.

In addition to the establishment of certain fees for service, the Newnan City Council, from time to time, has considered certain fees related to fines for non-payment and similarly relevant fees required to maintain the sanctity of certain public programs.

Understanding that the City of Newnan's Sanitation Department, at the direction of the Newnan City Council, is solely responsible for the management of all sanitation account types (commercial downtown and residential), City staff is presenting an updated fee schedule that clearly displays the fees related to the provision of all sanitation services, as approved by Newnan City Council, including fees related to non-payment and late payment.

Funding:

N/A

Recommendation:

City staff, in order to maintain the health of the Sanitation Fund, recommends that the Newnan City Council may adopt the updated fee schedule, as presented.

Attachments:

1. Proposed updated City of Newnan Fee Schedule

Previous Discussions with Council:

Newnan City Council, beginning in 2017, has considered several programs, policies and ordinance amendments, as briefly described herein, to address the successful provision of downtown commercial and residential solid waste services.

City of Newnan

Fee Schedule



NEWNAN
CITY OF HOMES

2/14/2023
City of Newnan, GA
Nicole Hall, Finance Director

City of Newnan Fee Schedule
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Fee Schedule for the City of Newnan, Georgia
 February 14, 2023

I. FACILITY RENTALS

Carnegie Library Meeting Rooms

<u>Deposit</u>	<u>Rental Rates</u>	<u>Notes</u>
\$100 (refundable)	<p style="text-align: center;"><u>2 Rooms (Full Day Rental)</u> Nonprofit (Coweta) - \$150/day Nonprofit (non-Coweta) - \$250/day For profit (Coweta) - \$275/day For profit (non-Coweta) - \$475/day</p> <p style="text-align: center;"><u>2 Rooms (1/2 Day Rental)</u> Nonprofit (Coweta) - \$100/day Nonprofit (non-Coweta) - \$150/day For profit (Coweta) - \$175/day For profit (non-Coweta) - \$275/day</p> <p style="text-align: center;"><u>1 Room (Full Day Rental)</u> Nonprofit (Coweta) - \$100/day Nonprofit (non-Coweta) - \$150/day For profit (Coweta) - \$175/day For profit (non-Coweta) - \$275/day</p> <p style="text-align: center;"><u>1 Room (1/2 Day Rental)</u> Nonprofit (Coweta) - \$75/day Nonprofit (non-Coweta) - \$100/day For profit (Coweta) - \$125/day For profit (non-Coweta) - \$175/day</p>	Scheduled on first-come-first-serve basis

Carnegie Meeting Room Rentals – Additional Fees

- a. After-Hours Fee – open room (includes equipment set-up)\$25.00
- b. After-Hours Fee – close room (includes equipment shutdown) ...\$25.00

Hourly Rental Fees (1-4 Hours):

<i>Location:</i>	<i>Security Deposit:</i>	<i>Hourly Rental Fee:</i>
Parks	\$100	\$10
Howard Warner Community Center, Howard Warner Gym and Wesley Street Gym	\$100	Non Profit In County: \$10 Non Profit Out of County: \$15 For Profit In County: \$15 For Profit Out of County: \$25
Wadsworth Auditorium		No Hourly Rental Rate

Daily Rental Fees:

<i>Location:</i>	<i>Security Deposit:</i>	<i>Daily Rental Fee:</i>
Parks	\$100	\$50
Howard Warner Community Center, Howard Warner Gym and Wesley Street Gym	\$100	Non Profit In County: \$50 Non Profit Out of County: \$75 For Profit In County: \$75 For Profit Out of County: \$125
Wadsworth Auditorium	\$500 Food/Bev Alcohol +\$500 Food/Bev No Alcohol +\$250	Non Profit In County: \$300 Non Profit Out of County: \$400 For Profit In County: \$500 For Profit Out of County: \$600 Food/Bev + Alcohol (Rental Fee): +\$250 Food/Bev No Alcohol (Rental Fee): +\$150 Cleaning Fee Required: \$150 Food/Bev (Cleaning Fee): +\$150 Required A/V Tech Fees: \$315 – Half Day up to 6 hours, \$500 Full Day up to 12 hours

Weekly Rental Fees:

<i>Location:</i>	<i>Security Deposit:</i>	<i>Weekly Rental Fee:</i>
Parks	\$100	\$245
Howard Warner Community Center, Howard Warner Gym, Wesley Street Gym	\$100	Non Profit In County: \$245 Non Profit Out of County: \$370 For Profit In County: \$370 For Profit Out of County: \$615
Wadsworth Auditorium		No Weekly Rental Rate

Monthly Rental Fees:

<i>Location:</i>	<i>Security Deposit:</i>	<i>Monthly Rental Fee:</i>
Parks	\$100	\$750

Howard Warner Community Center, Howard Warner Gym and Wesley Street Gym	\$100	Non Profit In County: \$750 Non Profit Out of County: \$1125 For Profit In County: \$1125 For Profit Out of County: \$1875
Wadsworth Auditorium		No Monthly Rental Rate

Note: Deposits are refundable unless damages occur or facilities are not cleaned appropriately after the event. In these cases, deposits could be forfeited and extra charges incurred by the person or business who scheduled the event.

II. SPECIAL EVENTS

Non-City Sponsored Events in the Downtown District

- a. Security Fee \$ 35.00 per hour per officer
- b. Sanitation/Clean-Up Fee.....\$150.00 / day
- c. Use of Police Vehicle..... \$50.00 per day per vehicle

III. BUSINESS LICENSE

See City of Newnan Code of Ordinances – Chapter 6

IV. PUBLICATIONS AND DOCUMENTS

- a. Development Regulations
 - 1. Zoning Ordinance (complete).....\$150.00
 - 2. Subdivision Regulations (complete).....\$10.00
 - 3. Landscape Ordinance (complete)\$10.00
 - 4. Comprehensive Plan (complete).....\$30.00
- b. Printed Maps
 - 1. Large\$15.00
 - 2. Small (11” x 17”, or smaller).....\$10.00
- c. City Code (complete).....\$150.00
- d. Accident Reports.....\$5.00
- e. Service Charge for Dissemination of Criminal History Records (each name)\$10.00
- f. Georgia Felony Conviction Report.....\$20.00 Per Inquiry
- g. Incident Report.....\$5.00
- h. Arrest Booking Copy\$5.00

- i. Copy of Citation.....\$5.00
- j. Video/DVD Copies.....\$50.00
- k. Aerial Photography, Per CD \$50.00 per CD
(Maximum of 3 photos per CD, Paper copies not available.)

Open Records Request Fees are located under Section XIII.)

V. CEMETERY FEES

- a. Burial Spaces
 - 1. Oak Hill Cemetery (Above ground or bronze monuments permitted)
 - City Resident\$ 550.00
 - County Resident\$ 750.00
 - Out of County Resident.....\$ 950.00
 - 2. Eastview Cemetery (Old Section, above ground or bronze monuments permitted)
 - City Resident\$ 500.00
 - County Resident\$ 600.00
 - Out of County Resident.....\$ 700.00
 - 3. Eastview Cemetery (New Section, bronze monuments only)
 - City Resident\$ 500.00
 - County Resident\$ 600.00
 - Out of County Resident.....\$ 700.00
- b. Grave Opening and Closing Fees
 - 1. Weekdays
 - Per Grave.....\$ 600.00
 - Cremation (For Urn).....\$ 250.00
 - Arrivals after 3:00 PM – additional fee.....\$100.00
 - 2. Holidays and Weekends
 - Per Grave.....\$ 700.00
 - Cremation (for Urn).....\$ 350.00
 - Arrivals after 3:00 PM – additional fee.....\$100.00
- c. Permit for Setting Monuments
 - 1. Footstones.....\$10.00
 - 2. Headstones.....\$10.00
 - 3. Mausoleums.....\$25.00
- d. Disinterment and Reinterment
 - 1. Disinterment and Reinterment.....\$1,300.00

- 2. Disinterment Only\$800.00
- 3. Arrivals after 3:00 PM – additional fee.....\$100.00

VI. FINES

- a. Parking
 - 1. 15 Minute Violation\$ 25.00
 - 2. 2-Hour Zone Parking\$25.00
 - 3. Double Parking\$30.00
 - 4. Fire lane Violation\$100.00
 - 5. Habitual Offense\$50.00
 - 6. Handicapped Zone Violation\$100.00
 - 7. Loading Zone Violation.....\$ 50.00
 - 8. Prohibited Parking Zone Violation\$ 25.00
 - 9. Within 15’ of a Fire Hydrant\$100.00
 - 10. Parking – Wrong Direction.....\$25.00
 - 11. Impounded Vehicles (after 3-day notice)\$35.00/Day
(plus any applicable towing./wrecker fees)

VII. COPIES

- a. Use of Large Format Copier\$4.00/Copy
- b. 8.5 x 11, 8.5 x 14, and 11 x 17 Copies.....\$0.25/Copy
(Open Records Request Fees are located under Section XIII.)

TREE REMOVAL

Permits shall be obtained by any person/company engaged in the removal of trees for a fee. Tree removal performed under a Land Disturbance Permit will not be charged per the following schedule.

- c. Issuing permit for removal of trees on property zoned Commercial or Industrial
.....\$15.00
 - 1. Cutting and/or trimming one to five trees.....\$10.00
 - 2. Cutting and/or logging one acre.....\$10.00
 - 3. Each additional acre up to 10 acres.....\$5.00/Acre
 - 4. Each additional acre between 11 and 50.....\$4.00/Acre
 - 5. Each additional acre over 50.....\$2.00/Acre
- d. Issuing Permit for removal of trees on residential property\$15.00

Homeowners who remove trees on their own property without the cost of a person or company engaged in removing trees for a fee shall not pay any fee until they remove more than five trees at a time.

- 1. Cutting of five or less trees\$0.00
- 2. Cutting of 6-10 trees\$10.00
- 3. Cutting more than 10 trees but less than 20.....\$20.00
- 4. Clear cutting or logging one acre (per acre)\$25.00
- 5. Each additional acre up to ten acres.....\$5.00/Acre
- 6. Each additional acre between 11 and 50.....\$4.00/Acre
- 7. Each additional acre over 50.....\$2.00/Acre

VIII. FIRE MARSHALL INSPECTION AND REVIEW

- a. Anhydrous ammonia permit for storage in bulk (more than 2,000 gallons aggregate capacity) for sale or distribution\$100.00
(One-time fee)
- b. Annual license for manufacture of explosives other than fireworks
.....\$100.00
- c. Annual license for manufacture, storage, or transport of fireworks
.....\$100.00
- d. Carnival License\$100.00
- e. Certificate of Occupancy\$100.00
- f. Construction Plan Review
 - 1. Bulk Storage Construction.....\$100.00
 - 2. Building Const. less than 10,000 square feet.....\$100.00
 - 3. Building Const. over 10,000 square feet.....\$0.015/sq. ft.
- g. Fire Sprinkler Plan Review\$ 150.00
- h. Fire Alarm Plan Review.....\$150.00
- i. Liquefied Petroleum Gas Storage License
 - 1. 2,000 Gallons or Less\$100.00
 - 2. More than 2,000 Gallons.....\$500.00
- j. Building Construction Inspection
 - 1. 80 Percent, 100 Percent and Annual No Charge
 - 2. Second Follow-up Inspection\$ 150.00
 - 3. Third and Each Subsequent Follow Ups.....\$ 220.00
- k. Purchase, Storage, Sale, Transport, or Use of Explosives other than Fireworks

- 1. 500 Pounds or Less\$50.00
- 2. More than 500 Pounds\$100.00

- l. New Self-Service Gasoline Station One-Time Fee\$100.00

- m. Dispense compressed natural gas (CNG) for vehicular fuel, one-time fee
.....\$100.00

- n. Tent Inspection.....\$25.00

- o. Burning Permit.....\$ 0.00

X. BUILDING PERMITS, INSPECTIONS AND REVIEWS

- a. Building Permits (Based on Job Valuation)
 - 1. \$1,000 and less, No Fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged.
 - 2. \$1,001 to \$50,000, \$15.00 for the first \$1,000, plus \$5.00 for each additional thousand or fraction thereof, up to and including \$50,000.
 - 3. \$50,001 to \$100,000, \$260.00 for the first \$50,000, plus \$4.00 for each additional thousand or fraction thereof, up to and including \$100,000.
 - 4. \$100,001 to \$500,000, \$460.00 for the first \$100,000, plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000.
 - 5. \$500,001 and up, \$1,660.00 for the first \$500,000, plus \$2.00 for each additional thousand or fraction thereof.

- b. Structure Moving Fees\$100.00

- c. Demolition Fee
 - 1. 0-100,000 cu. Ft.\$50.00
 - 2. Over 100,000 cu. Ft. \$.50/1,000 cu ft.

- d. Architectural Plan Review
 - 1. Residential..... \$75.00
 - 2. Non Residential/Multi-Family
 - 0 to 5,000 sq. ft. \$0.09 / sq. ft. +
 - the next 5,001 to 10,000 sq. ft. \$0.075 / sq. ft. +
 - all over 10,000 sq. ft. \$0.06 / sq. ft. (5,000 Maximum)

- e. Electrical
 - 1. Base Permit\$25.00
 - 2. Additional Fees
 - Minor Repairs\$10.00

- Change in Service\$25.00
- New Service\$50.00
- Temporary Service.....\$10.00
- Equipment Installation \$10.00/each

- f. Plumbing
 - 1. Base Permit\$25.00
 - 2. Additional Fees
 - Minor Repairs\$10.00
 - New Restroom (each)\$10.00
 - New Kitchen/Break Room.....\$10.00

- g. Mechanical
 - 1. Base Permit\$25.00
 - 2. Additional fees
 - Minor Repairs\$10.00
 - New Equipment (60,000 BTU of less) \$10.00/each
 - New Equipment (>60,000 BTU)..... \$50.00/each

- h. Gas
 - 1. Base Permit\$10.00

- i. Penalties
 - 1. If work for which a permit is required is started or preceded prior to obtaining said permit, the fee herein shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of the code in the execution of work, nor from any other penalties prescribed herein.
 - 2. The fee to re-inspect any work not satisfying applicable requirements is \$50.00 per re-inspection visit, to be paid prior to the issuance of the Certificates of Occupancy.

XI. DEVELOPMENT FEES

- a. Site Development Plan Review
 - 1. Residential Subdivision \$5.00/Lot; \$400.00 Minimum
 - 2. Multi-Family/Condominium..... \$8.00/Unit; \$400.00 Minimum
 - 3. Office/Commercial \$0.02/sq.ft.; \$400.00 Minimum
 - 4. Industrial \$0.01/sq.ft.; \$400.00 Minimum
 - 5. Public Street Plans Only \$0.25/Liner Foot; \$300 Minimum
 - 6. Grading Plans Only.....\$20.00/Acre; \$300 Minimum

- b. Subdivision Plats
 - 1. Preliminary Subdivision Plat\$2.00/lot \$100.00 Min
 - 2. Final Subdivision Plat (with street acceptance)..... \$100.00
 - 3. Minor Final Plat\$50.00

- c. Rezoning/Annexation Applications
 - 1. Single-Family Application.....\$500/Plus \$15.00 Per Acre
 - 2. Multi-Family Application.....\$500/Plus \$25.00 Per Acre
 - 3. Office/Institutional Application.....\$500/Plus \$15.00 Per Acre
 - 4. Commercial Application.....\$500/Plus \$25.00 Per Acre
 - 5. Industrial Application.....\$500/Plus \$15.00 Per Acre
 - 6. Annexation Application
\$600/Plus fees per acre as determined by the requested zoning classification.
 - 7. Overlay Zoning Application.....\$350.00

- d. Site Preparation Permit
 - 1. Single-Family Lot Developed Subdivision.....\$50.00

 - 2. Subdivision, Commercial, Office, Institutional and Industrial Tracts (all acreage to be rounded up to next acre)
 - a) 0-5 acres, \$100.00 for 1st acre or fraction thereof; \$50.00 per acre for next 4 acres
 - b) 5-10 acres, \$100.00 for 1st acre of fraction thereof; \$50.00 per acre for next 4 acres; \$25.00 per acre for next 5 acres
 - c) 10-100 acres, \$100.00 for 1st acre; \$50.00 per acre for next 4 acres; \$25.00 per acre; \$15.00 per acre for next 90 acres
 - d) 110 + acres, \$100.00 for 1st acre; \$50.00 per acre for next 4 acres; \$25.00 per acre for next 5 acres; \$15.00 per acre for next 90 acres; \$5.00 per acre for all acreage over 100 acres

- e. NPDES General Permit for Construction Activity\$40.00 Per Acre Fee
 - as established by EPD Requirement, 391-3-6.11(4).

- f. Land Disturbing Activity Permit (based on Job Valuation)
 - 1. \$1,000 and Less, No Fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged.
 - 2. \$1001 to \$50,000, \$15.00 for the first \$1,000 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.
 - 3. \$50,001 to \$100,000, \$260.00 for the first \$50,000 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000.
 - 4. \$100,001 to \$500,000, \$460.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000
 - 5. \$500,001 and up, \$1,660.00 for the first \$500,000 plus \$2.00 for each additional thousand or fraction thereof.

- g. Miscellaneous Development Fees
 - 1. Variance Application\$250.00

- 2. Special Exception Application.....\$250.00
- 3. Administrative Appeals Application.....\$250.00
- 4. Zoning Certification Letter (basic)\$25.00
- 5. Zoning Certification Letter (in depth).....\$100.00
- 6. Application for Sidewalk/Driveway Permit.....\$25.00
- 7. Sidewalk Inspection or Re-Inspection\$25.00
- 8. Certificate of Appropriateness\$150.00
- 9. Parking Lots, including resurfacing/restriping\$50.00

XII. FILMING IN NEWNAN

- a. Filming – Permitted upon approval of application by City Manager or designee.

NOTE: *These fees are established within the City Ordinances Section 6.176 and are included in this Fee Schedule as a courtesy for information purposes only.*

Application Processing Fee	\$100 (non-refundable)
Base Permit Fee	\$100 per day
Street Closure Fee	\$500 per day, per street/city block
Intermittent Street Closure Fee	\$250 per day, per street/city block
Parking Fee*	\$20 per space, per day
Parks	\$250 per day
Cemeteries	\$250 per day
Wadsworth Auditorium	\$500 per day
Wesley Street Gymnasium	\$500 per day
Howard Warner Community Center	\$500 per day
Carnegie Library	\$1,000 per day

*Pricing for parking includes on-street and off-street city owned parking lots

XIII. OPEN RECORDS

- a. Staff Time: *Charged only after the first 15 minutes and at the rate of the lowest paid employee capable of performing the work*
- b. Copies: *Up to 11"x17" size are assessed .10 per copy*
- c. Large Drawings: *Assessed at the cost to the City for having reproductions made*
- d. Additional Fees: *Depending on the location of items, other fees may be assessed*

NOTE: These fees are established within the Open Records Request Procedures and are included in this Fee Schedule as a courtesy for information purposes only. All Open Records Requests must be made through the City Clerk for adherence to the procedures within the governing state law.

XIV. PARADES/RACES/WALKS AND RUNS

a. Any parade, walk or run that does not require an entrance fee to be paid by participants is exempt from paying the fees for police officer deployment – This includes the annual NHS Homecoming Parade and the MLK Parade.

b. Road Races and Walks

1. 5K – 15 Officers – 12 Volunteers – 2 Hours* - \$ 654.30**
2. 10K – 22 Officers – 15 Volunteers – 3 Hours* - \$1,439.46**
3. 15K – 22 Officers – 22 Volunteers – 4 Hours* - \$1,919.28**
4. Walks – 5 Officers – 05 Volunteers – 2 Hours* - \$ 218.10**

c. Parades

1. 15 Officers – 9 Volunteers – 3 Hours* - \$981.45**

*Officers needed for set up time/2 Officers/2 hours earlier that the start of the event for roping off areas, setting up barricades and traffic cones and removing them at the end of the event.

*Hourly salary is based on an average of \$21.81 per hour

XIV. SOLID WASTE (RESIDENTIAL AND DOWNTOWN COMMERCIAL)

Residential Service:

I. Base Services	
<i>Service</i>	<i>Monthly Rate Per Residential Unit</i>
Weekly Residential Refuse Service	\$21.26
II. Additional Carts	
<i>Service</i>	<i>Monthly Rate per Additional Cart</i>
Additional Residential Refuse Cart	\$5.00
III. Brush and Bulk	
<i>Service</i>	<i>Monthly Rate Per Residential Unit</i>
Weekly Pick-up	\$9.26
IV. Account Management	
<i>Service</i>	<i>Monthly Rate Per Residential Unit</i>
Customer Service Function	\$1.88
V. Total	
<i>Monthly Residential Rate</i>	<i>Monthly Rate for Brush, Bulk, Garbage, Recycling and Account Management</i>
Total Monthly Charge	\$32.40

Replacement Cart (Due to customer neglect)\$75.00
 Premium Backdoor Service \$48.75/month
 (Not including those demonstrating disability or medical hardship)
 Medical Backdoor Service \$32.40/month
 Late Fee\$5.00/quarter (billing cycle)
 Customer Account Re-establishment Fee \$35/occurrence
 Fee for excess brush and bulk debris in violation of ordinance.....\$50/cubic yard

Downtown Commercial Service:

Customer	Monthly Fee
Residential	\$14.96
Office/Professional less than 2,000 feet	\$14.96
Office/Professional greater than 2,000 feet	\$27.42
Retail less than 1,500 feet	\$27.42
Retail 1,500 to 2,999 feet	\$39.88
Retail greater than 3,000 feet	\$77.25
Restaurant less than 1,500 feet	\$64.79
Restaurant 1,500 to 2,499 feet	\$127.08
Restaurant 2,500 to 3,499 feet	\$189.38
Restaurant greater than 3,500 feet	\$251.67

Late Fee\$5.00/quarter (billing cycle)
 Customer Account Re-establishment Fee \$35/occurrence
 Fee for excess brush and bulk debris in violation of ordinance.....\$50/cubic yard

XVI. MISCELLANEOUS

Alcoholic Beverage License Fees

1. License Application Fee\$100.00
2. Amended Application Fee (Transfers, Location Change, Licensee or License Representative Change).....\$100.00
3. Annual License Fees:
 - Retail Consumption Dealer (distilled spirits, malt beverage & wine)\$2,500.00
 - Microbrewery (Beer).....\$1,000.00
 - Add Brewpub License (On-Premise Only)\$1,500.00

Add Growler's License (Off-Premise Only)	\$1,500.00
Retail Consumption Dealer (malt beverage & wine)	\$500.00
Retail Consumption (malt beverage only).....	\$250.00
Retail Consumption (wine only)	\$250.00
Retail Package Dealer (malt beverage and wine).....	\$500.00
Retail Package Dealer (malt beverage only)	\$250.00
Retail Package Dealer (wine only)	\$250.00
Wholesale Dealer (distilled spirits, malt beverages & wine)	\$300.00
Wholesale Dealer (malt beverage and wine).....	\$200.00
Wholesale Dealer (distilled spirits only)	\$100.00
Wholesale Dealer (malt beverage only)	\$100.00
Special Events Location (permit only).....	\$150.00
<u>Note:</u> This permit does not allow the sale of alcohol.	
4. Special Event Permit	\$50.00/event

Note: These fees are established within the Alcohol Beverage Ordinance and are included in this Fee Schedule as a courtesy and for information purposes only.

- a. Lot Clearing/Grass Cutting by City Forces
 - 1. Administrative Fee (per lot cleaned).....\$25.00
 - 2. Grass Cutting \$150.00/Hour
 - 3. Lot Clearing \$150.00/Hour/piece of equipment used
- b. Redemption of Impounded Animal (charged per day) is determined by the Coweta County Animal Shelter. Please call for fees.
- c. Permit Application Fee - Adult Entertainment Establishment\$100.00
- d. Change in Location - Adult Entertainment Establishment\$50.00
- e. Administrative Variance Application Fee\$50.00
- f. Returned Check Fee.....\$30.00
- g. Fingerprinting (Police).....\$10.00
- h. Taxi Permit (per driver)\$ 35.00
- i. Canvasser/Solicitor
 - 1. Registration Fee (per person/per day).....\$ 35.00
 - 2. Application Fee.....\$25.00

XVII. REFUNDS

Request for refunds for fees paid in error or for which no work is ever performed or services rendered shall be made to the appropriate department head, who shall investigate the request and forward the request and recommendation the City Manager. If the refund requested is \$ 5,000.00 or less, the City Manager is authorized to grant or deny the request. If the refund requested is more than \$ 5,000.00, or if the City Manager has denied the request, the request for refund along with the department head's and City Manager's recommendation shall be forwarded to the City Council for consideration.

A **\$25.00** administrative fee shall be deducted from any request for refund approved by the City manager or the City Council.



NEWNAN
GEORGIA

City of Newnan, Georgia - Mayor and Council

Date: 02/07/2023

Agenda Item: Audit Services Vendor Recommendation

Prepared By: Nicole Hall, Finance Director

Purpose: To obtain Council approval of the vendor selected to provide auditing services for the City of Newnan for the year 2022, with an option for additional years pending approval by both parties.

Background: The City reached out to 5 qualified audit firms during December 2022 to solicit interest in providing audit services for the City of Newnan. Of the 5 firms contacted, 2 firms returned information and only one firm has the ability to perform the 2022 audit. Although the City has a long-standing relationship with former members of Clifton, Lipford, Hardison and Parker who are now members of McNair, McLemore, Middlebrooks & Co., LLC, the recent economic downturn in staffing in public accounting has left former engagement partners without proper staff to perform audits of our size and nature. After meeting with Gregory Chapman of Nichols, Cauley & Associates, LLC and receiving pricing for the 2022 audit I want to propose a change to Nichols, Cauley & Associates, LLC. The increased staff size at Nichols, Cauley & Associates will allow for more interaction and recommendations for the City and the new Finance staff recently employed with the City. The City checked references of other local governments for Nichols, Cauley & Associates and each reference highly recommend the firm.

Funding: Budgeted Expenditure

Recommendation: Staff recommends that Council approve the selection of Nichols, Cauley & Associates, LLC for the City for the year ended 12/31/2022, with an optional renewal clause.

Previous Discussion with Council: None



NICHOLS, CAULEY & ASSOCIATES, LLC

1300 Bellevue Avenue
Dublin, Georgia 31021
478-275-1163 FAX 478-275-1178
dublin@nicholscauley.com

January 7, 2023

Honorable Mayor and Council
City of Newnan, Georgia
25 LaGrange Street
Newnan, Georgia 30263

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Newnan (the "City"), as of December 31, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, the Schedule of Changes in the Net Pension Liability and Related Ratios and the Schedule of Pension Contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America.

This RSI will be subjected to certain limited procedures but will not be audited:

1. Management' Discussion and Analysis
2. Schedule of Changes in the Net Pension Liability and Related Ratios
3. Schedule of Pension Contributions

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and individual nonmajor funds, internal service funds and fiduciary funds
2. Schedule of projects constructed with Special Purpose Local Option Sales Tax Proceeds
3. Schedule of project expenditures with Rental Motor Vehicle Excise Tax Revenue
4. Schedule of Expenditures of Federal Awards

Other Information

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section of the Annual Comprehensive Annual Report
2. Statistical Section of the Annual Comprehensive Annual Report

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the

judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance] acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;

8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to the following nonattest services we perform:

1. We will prepare the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including (insert the appropriate standard reference, i.e., the Statements on Standards for Tax Services issued by the AICPA).
- The nonattest services are limited to those previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the Mayor and Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to secure portals or clouds. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The timing of our audit will be scheduled for performance and completion as follows:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	April 2023	April 2023
Mail confirmations	January 2023	January 2023
Perform year-end audit procedures	April-May 2023	April-May 2023
Issue audit reports	June 2023	June 2023

Gregory M. Chapman is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Nichols, Cauley & Associates, LLC’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the audit will be:

City of Newnan’s Financial Statement Audit	\$39,750
Single Audit (per major federal award program)	4,000
Convention Center Authority’s Financial Statement Audit	2,000
Downtown Development Authority’s Financial Statements Audit	2,000
Urban Redevelopment Agency’s Financial Statement Audit	2,000

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. If balances become overdue, a finance charge will be added to the next bill. The finance charge will be determined by applying a monthly percentage of 0.75% to the unpaid previous balance.

In accordance with our firm policies, work may be suspended if your account becomes sixty days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for time expended and reimburse us for all out-of-pocket expenses through the date of termination.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Mayor and Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Nichols, Cauley & Associates, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Nichols, Cauley & Associates, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Any claim arising out of services rendered pursuant to this agreement shall be resolved in accordance with the laws of the State of Georgia. If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by the parties.

Client and accountant both agree that any dispute over fees charged by accountant to client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

In the event we are requested or authorized by the Company or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

By: Gregory M Chapman, CPA

RESPONSE:

This letter correctly sets forth our understanding.

City of Newnan, Georgia

Acknowledged and agreed on behalf of City of Newnan, Georgia by:

Name: _____

Title: _____

Date: _____



Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of
Nichols, Cauley & Associates, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Nichols, Cauley & Associates, LLC (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, audits of employee benefit plans, an audit performed under FDICIA and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Nichols, Cauley & Associates, LLC in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Nichols, Cauley & Associates, LLC has received a peer review rating of *pass*.

Jones, Nale & Mattingly P.C.

Louisville, Kentucky
February 4, 2020

January 24, 2023

TO: Mr. Keith Brady, Mayor
City of Newnan

Council Member Paul Guillaume
Council Member Dustin Koritko
Council Member Rhodes Shell
Mayor Pro Tem Ray DuBose
Council Member George M. Alexander
Council Woman Cynthia Jenkins

RE: ARPA Update and ARPA Amendment Requests

I. Willie Pritchett Recreational Park Project

1. After completing the initial design for the park, we found that additional funds would be needed to complete the park as designed. We informed ARPA Staff of this fact and asked if we could request additional ARPA funds from the City to complete the project. Staff indicated that this was not feasible at this time; however, we received information about ARPA funds available from the State of Georgia. We applied for \$684,065 in November 2022 and we hope to hear something this month. Once we receive notification of the award, we will begin the bidding process for the park.
2. We are requesting permission to amend the original ARPA application to include the additional ARPA funds from the State if approved.

II. Chalk-Level Homeowners Project

1. We completed Title Searches on each property.
2. We met with three of the homeowners to discuss their options, and we discussed the issues we found with the titles.
3. Specific Property information:
 - 21 Johnson Ave. – Ryan Smith lived in the home; the owner (Sallie M. Reese) died. The Methodist Church received a grant, and they will rebuild the home for Mr. Smith – We are requesting to take this home off our list of homes to rebuild.
 - 66 Robinson Street – Jacqueline Favors – The house on this property has been demolished with funds from another local agency. The property has some title issues that must be corrected before we can proceed with rebuilding the home. We plan to follow-up with the homeowner this month to get an update of clearing the title. We request permission to purchase the land if the homeowner chooses to not live in the home.

- 4 Johnson Avenue – C. L. Baker and William A. Baker – The house on this property has been demolished with funds from another agency. The title is clear, and the Bakers want to sell the property to the Housing Authority. Both owners have found suitable housing at another location, and they do not want to move back to the home. The appraised value of the property is \$24,000. We're requesting permission to purchase the property and rebuild a home on the property. We will select an eligible homeowner from our waiting list.
- 31 Jones Street – This house has not been demolished – we will have to demolish this home. The home has some title issues. The owner of the property is deceased. A daughter and son lived in the property. Another son is listed on the title. The daughter and son living in the home have found suitable housing at another location, after the title is clear they may wish to sell the property to the Housing Authority. We request permission to purchase property if the homeowner chooses not to live in the home.

In conclusion, the Housing Authority of Newnan would like to amend our original ARPA application and budget to include three homes: 66 Robinson Street, 4 Johnson Avenue, and 31 Jones Street. Since we submitted our original application, home prices have increased. We are requesting that the funds for 21 Johnson Avenue be used to offset the increased costs to build a home, and the cost of purchasing the land as needed to rebuild the homes. We anticipate that we will need to purchase 4 Johnson Avenue and 31 Jones Street, we do not know at this time the decision on 66 Robinson Street.

We are also requesting that the application and budget for the Willie Pritchett Recreational Park Project be amended to add the additional source of funding from the State. We are confident that we will receive these funds, however, if we do not receive the funds, we will revise the design to only include the funds we received from the City, this design will be resubmitted to the City before bidding the project.

If you have additional questions, please let me know.

Thanks.



Sandra M. Strozier
President/CEO



City of Newnan, Georgia - Mayor and Council

Date: February 14, 2023

Agenda Item: Status Updates on Properties

Prepared and Presented By: Matt Murray, Code Enforcement Officer

Purpose: To inform Council of the status of 21 Berry Ave, 5 Smith St, 25 Pinson St and 33 Ray St, having been before Council in Public Hearings.

Background: Date of Status Check: February 14, 2023

<u>Property Address</u>	<u>Owner</u>	<u>Original Hearing</u>	<u>Original # of Days Allowed</u>	<u>Most Recent Resolution Date</u>	<u>Extensions</u>	<u>Updated Resolution Deadline</u>	<u>Status</u>
21 Berry Ave	Teresa Calderon	2/25/2020	180 days	9/13/2022	180 days	3/14/2023	Exterior progress
5 Smith St.	Arcola Morgan	5/24/2022	60 days	10/11/2022	180 days	4/11/2023	Minimal progress
25 Pinson St.	SKA Realty Services	5/24/2022	90 days	11/22/2022	90 days	2/23/2023	Exterior and interior progress
33 Ray St.	SKF Jake LP	11/22/2022	30 days	1/10/2023	180 days	7/18/2023	Exterior progress

Options:

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

Funding: N/A

Recommendation: Staff is requesting Council approval for Option 1.

Previous Discussion with Council: All have previous history with Council.

Note: 21 Johnson Ave – demolished 10/20/22
 29 Pinson St. – repaired 10/21/22
 4 Westgate Park Dr. – demolished 12/2/22
 176 LaGrange St. – repaired 1/18/23



NEWNAN
GEORGIA

City of Newnan, Georgia - Mayor and Council

Date: February 14, 2023

Agenda Item: 25 Pinson St

Prepared and
Presented by: Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

Purpose: Owner to update council on status and request an extension to repair the dilapidated structure at 25 Pinson St.

Background: Owner: SKA Realty Services LLC

Date Sub-Standard housing file was opened: November 1, 2021

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 1, 2021 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. Accept the extension request from owner in order to complete the renovations to the property.
2. Other direction from council.

Funding: Not Applicable

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

**Previous Discussions
With Council:**

March 31, 2022 – Council informed of conditions.

April 12, 2022 – Public hearing was requested.

May 24, 2022 – Public Hearing was held with 90-day resolution deadline adopted by council.

August 23, 2022 – 90-day extension request was granted by council.

November 22, 2022 – 90-day extension request was granted by council.





Foundation Christian Church
6 Perry St.
Newnan, GA 30263
Tel (770) 396-2220
Jason@FoundationNewnan.com
www.FoundationNewnan.com



FEBRUARY 6, 2023

Dear Megan,

Foundation Christian Church is requesting to close South Court Square from **2pm to 10pm** on Friday, April 7th, 2023. We are planning to host a Good Friday gathering for the community just off the Court Square. In keeping with City protocol, we plan to rent portable restrooms and line up trash services for the event. If needed, we can also provide security. We are expecting over 400 people for this gathering. We are asking for the closure of the road from **2pm** forward so that we can begin to set up our staging and production equipment in preparation for the event that evening. We have completed the details required by city staff and it is attached to this request letter. We also will be asking our people - **well over 400 people** - to shop and eat on the square prior to the event getting started. The two years that we have been able to host this event we have more than followed through with that ask. Our people always take care of our downtown merchants.

I have also taken the time to reach out to Lee Chitwood, one of the pastors at First Baptist, and he and their leadership are also in favor of our event being held on South Court Square.

Also, over the last few weeks we have spoken with all of the businesses and offices on South Court Square and the overwhelming majority are in support of our event and none are in opposition to our event, or the blocking of the parking spaces, for the time period requested. Some of them have written letters of support for us and the event which are attached.

The following businesses/offices are in support of our event or not in opposition (at the time of this proposal being sent to City Staff):

Vinylyte Records
Brown's Guitar Mill
Corner Arts
Leaf and Bean
Ace Beer Growlers
Mad Mexican
Law Office of Michael West
Buckhead FMV
Avery and Pope Wealth Management
Camp and Henderson Law Offices

We will be happy to answer any question pertaining to this request.

Jason Walton

COMMUNITY OUTREACH PASTOR

In accordance with protocol, Foundation Christian Church is requesting use of **South Court Square on April 7, 2023. See details below in red.**

Sec. 18-152. Application.

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

- (1) *Filing period.* An application for a parade permit shall be filed not less than ten days or more than 30 days before the date on which it is proposed to conduct the parade.
 - a. *We need to have this request approved more than 30 days in advance so that we can plan and promote our Community Good Friday Event.*
- (2) *Contents.* The application for a parade permit shall set forth the following information:
 - a. The name, address and telephone number of the person seeking to conduct the parade; and the applicant, if different.
 - *Jason Walton, 6 Perry Street Newnan 30263, 678-378-3927*
 - b. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of that organization.
 - *This is being requested by Foundation Christian Church (see contact details above).*
 - c. The name, address and telephone number of the person who will be the parade leader and who will be responsible for its conduct.
 - *See above*
 - d. The date when the parade is to be conducted.
 - *Community Good Friday Event will be held on Friday, April 7, 2023.*
 - e. The route to be traveled, the starting point and the termination point.
 - *N/A*
 - f. The approximate number of persons who, and animals and vehicles which, will constitute the parade; the type of animals, and description of the vehicles.
 - *N/A*
 - g. The hours when the parade will start and terminate.
 - *We need South Court Square to be closed from 2pm – 10pm.*
 - h. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed.
 - *The entire space on above named road will be utilized.*
 - i. The location by streets of any assembly and dispersal areas for the parade.
 - *N/A*
 - j. The time at which units of the parade will begin to assemble at any assembly area or areas and a designation of the assembly area and the dispersal area.

-
- N/A
 - k. The interval of space to be maintained between units of the parade.
 - N/A
 - l. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for the permit shall file with the office of the city business license department a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on its, his behalf.
 - N/A
 - m. Any expenditure of funds by the applicant or his organization for or on behalf of participants in the parade, the amounts thereof and the names and addresses of to whom paid.
 - N/A
 - n. Any additional information which the city business license department shall find reasonably necessary to a fair determination as to whether a permit should issue.
 - N/A
- (3) *Late applications.* The city manager, where good cause is shown therefor, shall have the authority to consider any application under this division which is filed less than ten days before the date the parade is proposed to be conducted.
- (4) *Fee.* No fee shall be charged for such permit.



February 3, 2023

Dear Jason,

It was great talking to you the other day about the Event you and your Church are planning to bring to the Newnan Court Square.

I am excited that this event is a Good Friday Event on the Square Friday, April 7th. There are a lot of unchurched/unbelievers this day and time and I believe that this event could bring Jesus to downtown. We are disciples and need to spread the Word!

As you know, we are located at 30 S. Court Sq, and we always love having the Events which bring in customers to our Shop.

Thank you for doing what ya'll do for our community and if I can do anything please let me know.

Sincerely,

Jenny Jones

Corner Arts Gallery

30 S. Court Square

Newnan, GA 30263

678-633-5705



February 1, 2023

To Whom it May Concern:

I am an owner of BuckheadFMV. Our office is 36 South Court Square, Suite 100, Newnan, GA. We understand that Foundation Christian Church has requested a street closure for South Court Square on April 7, 2023, from 2 pm to 10 pm. With proper notice, street closures for a limited amount of time have minimal impact on our business. Therefore, I don't have reason to oppose the closure.

You are welcome to contact me with any questions.

Regards,

A handwritten signature in black ink that reads "Darcy Devine". The signature is written in a cursive, flowing style.

Darcy Devine
BuckheadFMV
ddevine@buckheadfmv.com
678-987-8765

To the Newnan City Counsel,

I am writing in support of Foundation Church's Good Friday event coming up on April 7th where they are requesting to close south court square. They will shift parking to other areas of downtown and it will not affect business or traffic flow. As a business owner in downtown for the past 10 years, Foundation Church has always been super supportive of us and sends us customers more than anyone. We are truly blessed to have such a great church in downtown that goes above and beyond to not only be different but to be so supportive with the community. Foundation Church always thinks first about its downtown businesses being affected they also drive people to our restaurant and has always strived to serve downtown merchants in every way possible. Hopefully this great event for downtown will be approved and be very successful for not only the church but all the merchants in downtown.

Thanks,



Chad Smith

Hey Jason,

Hope all is well.

I wanted to reach out to you and let you (Foundation) know that my business is in complete support of any events you'd like to hold in Downtown Newnan. After seeing the amount of love and support provided to our community over the past few years, I cannot think of any reason why a community partner such as Foundation would receive any pushback from business owners. I know that parking is always an issue and always will be. I'd gladly give up a few spaces any time they're needed in order to watch our community grow together.

Thank you all for everything you do for our community! We are all truly better for it and your support; it's time we return that support.

I hope to see you in Downtown for Good Friday!

Jason Kanner
Ace Beer Growlers
Cow Eata Meat Co
Southside Safe
Southside Wood Kiln

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).