



Newnan City Council Meeting
June 18, 2019 – 6:30 pm
AGENDA

CALL TO ORDER – Mayor Keith Brady

INVOCATION

READING OF MINUTES

- I Minutes from Regular Meeting on May 28, 2019 Tab A
- II Minutes from Special Called Meeting on June 12, 2019 Tab B

REPORTS OF BOARDS AND COMMISSION

- I 1 Appointment – Newnan Youth Activities Commission – 3 Year Terms
- II 1 Appointment – Urban Redevelopment Agency – 3 Year Terms
- III 2 Appointments – Convention Center Authority – 3 Year Terms
- IV 5 Appointments – Cultural Arts Commission – 3 Year Terms
- V 2 Appointments – Keep Newnan Beautiful – 3 Year terms
- VI 1 Appointment – Joint Transportation Coordinating Committee (JTCC) – 2 Year Term / 9 elected officials (1) one, from the City of Newnan – Rhodes Shell
- VII Consideration of Parks Commission recommendation regarding CJ Smith Park and Future Parks Tab C

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- I **Public Hearing** – Application for Alcohol Beverage License – Gabbard Family LLC dba Local Provisions – Retail Off Premise (Package) Sales of Wine – 7 E. Broad Street – Reason: Moved Location from 8 Jefferson Street Tab D

- II **Public Hearing** – Application for Alcohol Beverage License – Newnan Food Mart, Inc. – Retail Off Premise (Package) Sales Malt Beverages and Wine – 165 Temple Avenue – Reason: New Business Tab E

- III **Public Hearing** – Application for Transfer Alcohol Beverage License – Little Giant Farmers Market – Licensee FROM: Michael Dixon TO: Jackson Mitchell – Retail Off Premise (Package) Sales of Malt Beverages & Wine – 487 Jackson Street – Reason: New Owners Tab F

- IV Resolution – General Election 2019 – Qualifying dates and qualifying fees..... Tab G

- V Resolution – General Election 2019 – Election Superintendent Tab H

- VI Intergovernmental Agreement (IGA) with Coweta County regarding TSPLOST Tab I

- VII Ratify the purchase of Lot 5, 11 Farmer Commercial Park Drive..... Tab J

- VIII Request to renew Lease of the Newnan Male Seminary Building located at 30 Temple Avenue which expires August 31, 2019 between the City of Newnan and ChildrenConnect – Newnan Children’s Museum for a term of three years Tab K

- IX Consideration of Real Estate Auction Listing Agreement between the City of Newnan and Terry Howe & Associates, Inc. Tab L

- X Consideration of Extension of Pool Operation Agreement between the City of Newnan and the Young Men’s Christian Association of Metropolitan Atlanta, Inc Tab M

- XI Request by Charles Douglas, on behalf of Anne Marie Douglas, Betty Ingram Smith, and Jefferson James Davis to annex 5.14+ acres located at 36 Franklin Road and off Helen Street into the Newnan City Limits – To initiate the annexation process requires vote to refer to Planning Commission Tab N

- XII *Information Only* – Rezoning request by Charles Douglas for 9.85+ acres located on Helen Street and Belk Road from ILT (Light Industrial District) and RS-15 (Suburban Residential Single-Family Dwelling District-Medium Density) to RML (Residential Multi-Family Dwelling-Lower Density District) – Planning Commission Tab O

- XIII 6 Glenn Street – Schedule a Public Hearing for July 16, 2019 regarding structure..... Tab P

- XIV 8 Glenn Street – Schedule a Public Hearing for July 16, 2019 regarding structure..... Tab Q

- XV 100 Sprayberry Road – Schedule a Public Hearing for July 16, 2019 regarding structure..... Tab R

- I **Public Hearing** – 18 Berry Avenue – Resolution to repair or demolish Tab S
- II **Public Hearing** – 33 Hardaway Street – Resolution to repair or demolish Tab T
- III 11 Melson Street – Continued – Resolution to repair or demolish..... Tab U
- IV 15 Elm Circle – Continued – Resolution to repair or demolish..... Tab V
- V Status Reports – 10 Burch Ave, 280 West Washington St, 121 Pinson St, 180 West Washington St, 17 Ray St, 11 Melson St, 15 Elm Circle Tab W
- VI **Public Hearing** – Walter Drake is requesting to change the zoning on 1.23+ acres located at 5, 8 and 9 Ellis Street and 65, 66, 69 and 70 Fair Street from CHV (Heavy Commercial District and CUN (Urban Neighborhood Commercial District to RU-I (Urban Residential Dwelling District – Historical and Infill) Tab X
 - Ordinance to amend the Zoning Map
- VII Consideration of Contract Change Order for McIntosh Parkway/Greison Trail Culvert to Accommodate LINC Section C Tab Y
- VIII **2nd and Final Reading** - Special Election Referendum – Sunday Brunch Ordinance / Resolution Tab Z
- IX **2nd and Final Reading** – Newnan Utilities – Grease Ordinance Amendment..... Tab AA
- X **2nd and Final Reading** – Ordinance to Amend the Zoning Map for Property Located off Highway 29 North and Old Atlanta Road 17.97+ acres, in Land Lot 88 of the Fifth Land District in the City of Newnan, Georgia Tab BB

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- I Request from Newnan Junior Service League to hold their 5K/10K and Fun Run around downtown Newnan on the same route as in previous years on March 14, 2020 beginning at 7:30 am Tab CC
- II Request from Brenda Dunn for Woodbine Neighborhood Association to host a block party at the end of Woodlane Drive which is a cul-de-sac with no exits on August 23, 2019 beginning mid-day Tab DD
- III Foundation Christian Church requests to close portion of Armory Road from 11 am – 3 pm for events on Sundays 6/30/2019 and 7/28/2019 Tab EE

- IV Presentation of Ruth Hill Elementary Youth Leadership Book, an outcropping from the Crime Reduction Task Force

- V Request from Jennifer Yaeger to use Greenville Street Parking Spaces for food trucks for Frayed Edges Festival scheduled on August 17, 2019 at the park Tab FF

- VII Request from Deidre Bemby to hold Keris Kares 5K on May 16, 2020 on the same route used in previous years beginning at 6:00 am Tab GG

- VII Request use of Public Right of Ways for Kiki Tree Pictures, Inc., filming of “The Conjuring 3” during dates in June and July 2019 Tab HH

EXECUTIVE SESSION – LEGAL, PERSONNEL AND REAL ESTATE

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, May 28, 2019 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

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

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose, Rhodes Shell; Cynthia E. Jenkins; Paul Guillaume and George Alexander. Council member absent: Dustin Koritko. Also present: City Manager, Cleatus Phillips; City Clerk, Della Hill; Planning Director, Tracy Dunnavant; Public Works Director, Michael Klahr; Assistant City Manager, Hasco Craver; City Attorney, Brad Sears and Deputy Chief of Police Mark Cooper.

MINUTES – REGULAR COUNCIL MEETING – MAY 7, 2019

Motion by Councilman DuBose, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council meeting for May 7, 2019 and adopt them as presented.

MOTION CARRIED. (6 – 0)

APPOINTMENT – NEWNAN YOUTH ACTIVITIES COMMISSION

Mayor Brady asked the City Manager to place Mayor Pro Tem Jenkins's appointment to the Newnan Youth Activities Commission on the agenda for the next meeting.

APPOINTMENT – URBAN REDEVELOPMENT AGENCY

Mayor Brady asked the City Manager to place Mayor Pro Tem Jenkins's appointment to the Urban Redevelopment Agency on the agenda for the next meeting.

NEWNAN YOUTH COUNCIL

Annie Johnston	Eleventh	Newnan
Anna Scoggins	Eleventh	Heritage

LIBRARY DIRECTOR

The City Manager introduced Susan Crutchfield, Library Director who will be replacing Amy Mapel. He indicated she will have big shoes to fill. He expressed his gratitude to Ms. Maple for her 10 years of dedicated service.

APPOINTMENT – REVIEW COMMITTEE FOR COMMUNITY DEVELOPMENT BLOCK GRANT

Mayor Brady appointed Councilman DuBose, Councilman Guillaume and Mayor Pro Tem Jenkins to serve on the Review Committee for the Community Development Block Grant.

ELECTION – GMA’S DISTRICT 4 OFFICERS -2019-2020

Motion by Councilman Alexander, seconded by Councilman Guillaume to adopt the city officials that have been nominated as GMA’s District 4 Officers for 2019 – 2020.

MOTION CARRIED. (6 – 0)

2019 MEAG POWER ANNUAL ELECTION JULY 9TH - VOTING DELEGATE AND ALTERNATE

Motion by Councilman DuBose, seconded by Mayor Pro Tem Jenkins to appoint Councilman Alexander as voting delegate and Councilman Shell as voting alternate for the 2019 MEGA Power Annual Election July 9th.

MOTION CARRIED. (6 – 0)

NEWNAN TROLLEY – RENTAL POLICY AND FEE

Motion by Councilman Alexander, seconded by Mayor Pro Tem Jenkins to approve the rental policy and fee schedule for the City of Newnan Trolley.

MOTION CARRIED. (6 – 0)

Mayor Pro Tem Jenkins asked if the Trolley would be available for City events. The Youth Council has an event coming up and would like to use the Trolley.

The City Manager informed Council due to the schedule of the Trolley it could be a conflict. Since the schedule has been established we need to keep it.

The Assistant City Manager stated Staff is working on a policy for use of City events for the Trolley.

RESOLUTION – REQUESTING SALES TAX INFORMATION FROM GEORGIA DOR AND NAMING A DESIGNATED OFFICER

Motion by Councilman Alexander, seconded by Councilman DuBose to adopt a Resolution requesting sales tax information from Georgia DOR and naming a designated officer for all related purposes.

MOTION CARRIED. (6 – 0)

ORDINANCE – SUNDAY BRUNCH - SPECIAL ELECTION REFERENDUM – FIRST READING

Upon adoption of the Sunday Brunch Ordinance a resolution to call for the Special Election Referendum will be placed on the agenda for a later meeting.

Motion by Councilman Guillaume, seconded by Councilman Alexander to adopt an Ordinance for Sunday Brunch extending Sunday time to sell alcoholic beverages by the drink to 11:00 am to 12:30 pm on first reading.

MOTION CARRIED. (6 – 0)

NEWNAN UTILITIES – GREASE ORDINANCE AMENDMENT – REFLECT CURRENT PRACTICES – FIRST READING

Motion by Councilman Alexander, seconded by Councilman DuBose to adopt the amendment to the Grease Ordinance to reflect the current practices of today on first reading.

MOTION CARRIED. (6 – 0)

CONTRACT – SPRAYBERRY PARK LANDSCAPE INSTALLATION SERVICES

Motion by Councilman Guillaume, seconded by Councilman Shell to accept Staff's recommendation and award the Landscape (Sod) Installation Services to the low bidder, Aabby Group, Inc. for \$68,000.

MOTION CARRIED. (6 – 0)

PUBLIC HEARING – ORDINANCE- REYNOLDS PARC, LLC – CHANGE ZONING ON 17.97± ACRES – 29 NORTH AND OLD ATLANTA HIGHWAY FROM RU-7 (URBAN RESIDENTIAL SINGLE-FAMILY DWELLING DISTRICT-HIGH DENSITY) TO PDR (PLANNED DEVELOPMENT RESIDENTIAL)

Mayor Brady turned the meeting over to Mayor Pro Tem Jenkins indicating he has a business relationship with the property owner.

Mayor Pro Tem Jenkins opened a public hearing for request by Reynolds Parc, LLC to change zoning on 17.97± acres located at 29 North and Old Newnan Highway from RU-7 (Urban Residential Single-Family Dwelling District-High Density) to PDR (Planned Development Residential)

The Planning Director informed Council the applicant is seeking to change the zoning on 17.97 ± acre tract located at 29 North and Old Atlanta Highway. Since 2006 the property has remained undeveloped. Mr. Reynolds has now elected to sell the site, but the buyer would like greater flexibility in both the design and concept plan. The PDR zoning would

be compatible with the majority of surrounding land uses in that it would allow single-family homes at a density equivalent to that of Avery Park, but greater than the County zoning which allows one unit per 1.6 acres. The subdivision would serve as a buffer between the commercial gas company and the lower density residential development to the north. The property is currently zoned for a 44 unit residential subdivision. It could be used as currently zoned; however the developer would be restricted to the design and concept plan specified in the architectural pattern book. The Newnan Fire and Police Departments would be able to service this development without great impact. The water and sewer will be able to provide water and sewer; however the developer will be responsible for all upgrade costs to serve the development. The City Engineer sited several issues that would need to be addressed during the development phase. The layout as proposed will offer more protection to the streams and wetlands than the previous development as the road is crossing the stream rather a pedestrian bridge which allows them to preserve more sensitive natural area in open space. The anticipated traffic generated from this zoning change is an increase of 18 to 24 more vehicles per hour during the peak AM and PM hours. The adjacent roads can easily handle this so long as appropriate driveways are added to include left and right turn lanes on major Hwy 29 which is under permit and review of the GADOT. The Director of Facilities for School System indicated that the application may present challenges when planning for school enrollment and meeting student needs. A residential subdivision would be consistent with the comprehensive plan. The proposed use would be consistent with the purpose and intent of the proposed zoning as a single-family residential subdivision. As specified the Future Land Use shows this property as being low density residential which would not impact the Comprehensive Plan. This rezoning will increase the amount of traffic in the area as well as public safety response time. The Engineering Department indicated the layout as proposed will offer more protection to the streams and wetlands than the previous development as the road is no longer crossing the stream and has been replaced by a pedestrian bridge.

The Planning Commission held a public hearing regarding the proposed development and recommended in a 6-1 vote, to deny the rezoning request. However, should Council decide that the rezoning is in the best interest of the City, Staff would recommend the following conditions:

1. The development will utilize architectural guidelines and covenants to ensure a quality product.
2. All homes will be individually owned.
3. The development shall be limited to a maximum of 68 lots.
4. Homes will be constructed using a combination of brick, stone, shiplap and other mixed elements that reflect a premium standard of quality.
5. Amenities shall include the parks and open space features depicted in the project data.
6. The development will provide fire emergency access on Highway 29 to be approved by the Georgia Department of Transportation.

7. The rezoning will be subject to a developer's agreement being executed by the applicant to ensure consistency with the concept plan, density, project data and architectural details provided as part of the application.

Motion by Councilman Shell, seconded by Councilman Guillaume to accept the report from the Planning Commission as presented. Recuse: Brady.

MOTION CARRIED. (5 – 0 -1)

Applicant

Mr. Bob Farrow presented their vision for an extraordinary community located within the city limits of historic Newnan. The Community plan provides for a variety of housing options ranging from cottages on 40 ft wide lots, with rear alley garages, to larger homes on 60 ft wide estate lots. There will be open spaces for community life, recreation and fitness. The PDR zoning allows us to be more creative. The multi acreage linear natural park will offer paths for walking and nature trails along the stream, with beautifully landscaped areas including an overlook pedestrian bridge. There will be entrances off Highway 29 North and Old Atlanta Highway. The deceleration/turn lanes and entrances locations meet DOT requirements. There will be 5.67 acres of natural parks and buffer zones.

Mr. Lew Oliver, planner/designer, informed Council the home designs will be designed for today's living in mind. Architecturally the homes will be uniquely designed to reflect the local context of Newnan. Materials will be enduring with the use of brick, stone and wood siding. They will be energy efficient, offering the incorporation of geothermal systems which will minimize noise.

Favor of Rezoning

Ms. Deb Jeffers, 22 Woodland Place, stated when they decided to down size it was very difficult to find a 55+ community in Newnan. However we did find the perfect place with the life style community similar to what the applicant is proposing to build on Highway 29 and Old Atlanta Highway. Traffic was a concern to us. During peak time most of there are only two cars in line to get onto Jackson Street. The proposal presented was very appealing.

Opposition

John Wells, president of Lake Ridge Home Owners Association, stated the planning commission voted 6 -1 not to approve the rezoning. His concern is Council is not getting the full story. Traffic is a major problem and there are no plans to fix the problem on Highway 29. With the development building right on the right of ways there will be no room for improvement. He is asking to accept the recommendation of Planning Commission.

Mac Tracy, resident Newnan Pines, indicated his concerns are with the affect the development will have on traffic on Highway 29. The bridge over the waterfall presented by applicant to the Planning Commission does not exist. He is asking Council to deny the request for the rezoning.

Rebuttal

Mr. Farrow informed Council there is a 20 foot buffer adjacent to the right of way on Highway 29. They are only developing half of the property. The floor plans are for two story homes with three bedrooms on lower level.

Mayor Pro Tem Jenkins closed the public hearing.

ORDINANCE – AMEND ZONING MAP PROPERTY OFF HIGHWAY 29 NORTH AND OLD ATLANTA ROAD 17.97± ACRES

Motion by Councilman Shell, seconded by Councilman Guillaume to adopt an Ordinance on first reading to amend Zoning Map for Property off Highway 29 North and Old Atlanta Road for 17.97± acres to the City of Newnan Zoning Classification PDR (Planned Development Residential) with preferred conditions listed above. Recuse: Brady.

MOTION CARRIED. (5 – 0 -1)

ARTS AND ENTERTAINMENT DISTRICT COMMITTEE RECOMMENDATION

The Committee presented the following recommendations and potential policy, procedure and code changes.

- The geographic boundaries of the district shall be the Central Business District, with the addition of Greenville Street and First Avenue Parks
- City Council may modify existing noise ordinance sections to address the following:
 - Extend permitted hours of noise in the A & E District until 11:00 pm on Fridays and Saturdays
 - Repeal current noise ordinance and replace with a decibel level centered noise ordinance
 - Develop procedure for allowing certain A & E District locations to apply for special event noise permit, which may allow for atypical noise (i.e. extended hours on certain days, etc.)
- City Staff shall be delegated the responsibility of managing the use of all public parks and public facilities
- City Staff shall be delegated the responsibility of developing and managing a list of pre-approved race routes through the A & E District.
- City Staff shall be delegated the responsibility of managing the use of public parking spaces
- City Staff shall not be delegated the responsibility of closing roadway and closing sidewalks (notwithstanding recently adopted policy for managing filming projects)

- Adopting policy in concert with recently adopted filming review policy
- City Staff may seek City Council approval for “large scale events” and
- City Staff will develop a mechanism for an appeal to be made to City Council for any of the aforementioned uses not approved by Staff.

Councilman Alexander expressed his concerns including Greenville Street and First Avenue Parks in the Arts and Entertainment District. Some homes back up to First Avenue Park and some homes are also near the Greenville Street Park. People bought those homes when the park was a kudzu patch. He feels his constituents do not want this in their backyards. Staff would like to discuss making changes to the general nuisance section of the noise ordinance.

Staff supports other changes to include allowing outside organization to apply to hold events that can benefit from the city’s open container district.

Mr. Mike Rayburn, resident, expressed his concern with the noise ordinances.

Motion by Councilman DuBose, seconded by Councilman Guillaume to support the recommendations above and instruct staff to draft an ordinance with highlighted items listed in packet and present back to Council for review.

MOTION CARRIED. (6 – 0)

REQUEST – CORNER ARTS GALLERY - HOLD ANNUAL LABOR DAY ARTS FESTIVAL AROUND THE COURT SQUARE –INCLUDE FOOD TRUCKS, MUSIC AND ENTERTAINMENT

Motion by Councilman Alexander, seconded by Mayor Pro Tem Jenkins to approve the request by Corner Arts Gallery to hold their 4th Annual Labor Day Arts Festival around the Court Square to include Food Trucks, Music and Entertainment.

MOTION CARRIED. (6 – 0)

REQUEST – USE OF PUBLIC RIGHT OF WAYS FOR “RANDOM PRODUCTIONS” - HBO FILM PROJECT

Ms. Marie Bierniak, supervisor manager, requested street closures for 1950 Series Production to close Greenville Street between Spring and Broad Street June 10th and 11th. Close Greenville Street between Spence and Nimmons Street June 11th and 18th – 21st to film at private resident 155 Greenville Street.

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Guillaume to approve the request for the use of public rights of way for Random Productions filming project for June 18th – 21st, 2019 and closures on June 10th on Greenville Street between Spring and Broad Streets and Greenville Street between Spence and Nimmons June 11th and June 18th – 21^s . Recuse: Alexander (relationship with Random Productions)

MOTION CARRIED. (5- 0 -1)

REQUEST – FOUNDATION CHRISTIAN CHURCH - 2 PARKING SPOTS AT GREENVILLE STREET PARK FOR ICE CREAM TRUCK

Motion by Councilman Alexander, seconded by Mayor Pro Tem Jenkins to approve the request by Foundation Christian Church to use 2 parking spots at Greenville Street Park for Ice Cream Truck on June 2nd, 9th, 16th and 23rd for approved events at park on these dates.

MOTION CARRIED. (6 – 0)

REQUEST – RICK MELVILLE – ANNUAL FIELD DAY “HAM RADIO” EVENT – FIRST AVENUE PARK – OPERATE A FULL 24 HOURS

Motion by Councilman Alexander, seconded by Councilman Shell to approve the request by Rick Meville to hold an Annual Field Day “Ham Radio” event in the First Avenue Park and to operate a full 24 hours from 2 pm on Saturday June 22nd through 2 pm Sunday June 23rd .

MOTION CARRIED. (6 - 0)

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander 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 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. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 7:49 pm.

MOTION CARRIED. (6 – 0)

RESOLUTION/MAYOR’S AFFIDAVIT FOR EXECUTIVE SESSION

Motion by Mayor Pro Tem Jenkins, seconded by Councilman DuBose to 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).

MOTION CARRIED. (6 – 0)

CLAIM – JACKSON

Motion by Councilman Alexander, seconded by Councilman DuBose to deny the Jackson Claim as presented.

MOTION CARRIED. (6 – 0)

CLAIM – ALLEN

Motion by Councilman Alexander, seconded by Councilman DuBose to deny the Allen Claim as presented.

MOTION CARRIED. (6 - 0)

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman DuBose to adjourn the Council meeting at 7:53 pm.

MOTION CARRIED. (6 – 0)

Della Hill, City Clerk

Keith Brady, Mayor

**CITY OF NEWNAN, GEORGIA
REGULAR COUNCIL MEETING**

JUNE 12, 2019

The special called meeting of the Coweta County Commissioners and all Municipalities including the City of Newnan, Georgia was held on June 12, 2019 at 6:00 p.m. in the Coweta County Commissioners Office at the Coweta County Administration Building with Michael Fouts, County Administrator presiding. Cynthia Jenkins, Mayor Pro Tem presiding over City of Newnan.

CALL TO ORDER

Mayor Pro Tem Jenkins called the meeting to order.

PRESENT

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

**PRESENTATION – COUNTY ADMINISTRATOR MICHAEL FOUTS:
DISTRIBUTION, INTERGOVERNMENTAL AGREEMENT, PROJECTS LIST**

No Action by City of Newnan.

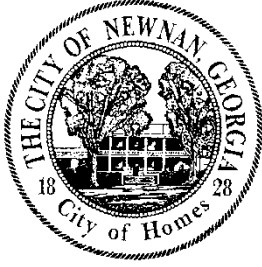
ADJOURNMENT

Motion to adjourn by George Alexander seconded by Ray DuBose to adjourn the meeting at 6:24 p.m.

MOTION CARRIED. (6-0)

Della Hill, City Clerk

Keith Brady, Mayor



City of Newnan, Georgia - Mayor and Council

Date: June 18, 2019

Agenda Item: City Park Planning

Prepared by: Mike Furbush, City Landscape Architect/Arborist

Purpose: Consideration of Parks Commission recommendation regarding CJ Smith Park and Future Parks

Background: During the 2019 Council Retreat, staff presented three park ideas for discussion. These ideas included a pickleball facility at Diplomat Parkway, renovations at CJ Smith Park, and renovations to Pickett Field. Council gave support to all three projects, but asked staff to place CJ Smith Park at the top of the list and present Council with a schedule for the other parks.

CJ Smith Park

- *Budget – TBD*
- *Funding Source – 2019 SPLOST*
- *Schedule – Design Late 2019, Construction 2020*

On May 22, 2019 a conceptual Master Plan for CJ Smith was presented at a public meeting held at the park. The master plan included splash pads, adventure playground, pavilions, restrooms, skate and bike park facilities, expanded parking, and grassed play areas. The meeting was well attended and a summary of comments is attached. The Parks Commission met after the public meeting to review the comments and master plan and is recommending that City Council adopt the Master Plan and move forward in selecting a design team to prepare a final plan and establish a reasonable budget.

Pickett Field Renovations

- *Budget – TBD*
- *Funding Source – 2019 SPLOST*
- *Schedule – Design 2020, Construction 2021*

This project will completely renovate the baseball field. The intent is to upgrade the field so that it accommodates all ages of baseball and softball. The idea is to also design the field so that it is adaptable for football, soccer and lacrosse. The project would include new seating, concessions, dugouts, score boards and shaded viewing areas.

Pickleball Facility

- *Budget – TBD*
- *Funding Source – TBD*
- *Schedule – TBD*

This idea was originally presented to Council for a piece of city-owned property east of Interstate 85. The property is undeveloped thus requiring all elements of site development (grading, stormwater, water, sewer, electric, parking) before pickleball courts can be provided. This substantially impacts the cost of providing such courts. Staff supports the construction of pickleball courts, but would prefer to look at alternate sites where existing infrastructure exists. Staff would like to prepare some research on potential sites and report back to Council. This may enable the City to deliver pickleball courts at a much lower cost.

Regarding the budget and available resources, it is likely that the renovations at CJ Smith and Pickett Field will require the majority of the \$7M allocation in SPLOST 19. Exact budget numbers

will be presented when we are further into the design process. This would mean that if Council were to proceed with a pickleball facility the funding source would likely be uncommitted fund balance.

It is also important to note, that cash flow within the SPLOST 19 fund will be tight during the first few years due to expediting the next four segments of the LINC. This may require an internal loan from the General Fund if we elect to build these parks within the next couple years.

Recommendation: It is the recommendation of the Parks Commission that City Council approve the conceptual Master Plan for CJ Smith Park and proceed with selecting a design team to prepare a final plan and specific project budget.

It is the recommendation of Staff that City Council also approve the schedule for Pickett Field renovations and authorize staff to look at other options for potential placement of pickle ball courts.

Attachments: CJ Smith Concept Plans
Sample of Comment Cards
Summary of Concept Plan Comments

Previous Discussions with Council: Council Retreat

APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **GABBARD FAMILY LLC dba LOCAL PROVISIONS**

Licensee: **LAURA GABBARD**

License Representative:

Type License: **Retail OFF Premise (Package) Sales of Wine**

Location: **FROM: 8 JEFFERSON STREET**

TO: 7 E. BROAD STREET

TO THE CITY COUNCIL: REASON: location change

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

If incomplete, reasons _____

(2) The citizenship requirements (have) (~~have not~~) been met. (Sec. 3-34)

If not, reasons _____

(3) Residency requirements (have) (~~have not~~) been met. (Sec. 3-35)

If not, reasons _____

(4) The location appears (to comply) (~~not to comply~~) with zoning requirements. (Sec 3-37)

If not, reasons _____

(5) The location of the proposed premises appears (to comply) (~~not 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) (~~are not~~) current. (Sec 3-38)

If not, reasons _____

(7) A publisher's affidavit (has) (has not) been filed showing the notice requirement (~~has~~) (has not) been complied with. (Sec 3-40 (a))

If not, reasons Advertised. Will file affidavit prior to hearing.

(8) An affidavit from the applicant certifying posting of the proposed premises (~~has~~) (has not) been filed. (Sec. 3-40(b))

If not, reasons Will file affidavit prior to hearing.

Respectfully submitted,



Della Hill
City Clerk

APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **NEWNAN FOOD MART, INC**

Licensee: **JANG WON PARK**

License Representative (if required): **N/A**

Type License **Retail off Premise (Package) Sales, Malt Beverages and Wine**

Location: **165 TEMPLE AVENUE**

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) (~~incomplete~~). (Sec 3-33)

If incomplete, reasons _____

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(5) The location of the proposed premises appears (to comply) (~~not 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) (~~are not~~) current. (Sec 3-38)

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If not, reasons Advertised. Will file affidavit prior to hearing.

(8) An affidavit from the applicant certifying posting of the proposed premises (~~has~~) (has not) been filed. (Sec. 3-40(b))

If not, reasons Posted Will file affidavit prior to hearing.

Respectfully submitted,



Della Hill
City Clerk

APPLICATION FOR TRANSFER ALCOHOL BEVERAGE LICENSE

Name: **Little Giant Farmers Market**

Licensee: **From: Michael Dixon**
TO: Jackson Mitchell

License Representative (if required): **Michael Hayes**

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

Location: **487 Jackson Street**

TO THE CITY COUNCIL: REASON: NEW OWNERS

(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) (~~Incomplete~~). (Sec 3-33)

If incomplete, reasons _____

(2) The citizenship requirements (have) (~~have not~~) been met. (Sec. 3-34)

If not, reasons _____

(3) Residency requirements (have) (~~have not~~) been met. (Sec. 3-35)

If not, reasons _____

(4) The location appears (to comply) (~~not to comply~~) with zoning requirements. (Sec 3-37)

If not, reasons _____

Application - Beverage License

Page 2

(5) The location of the proposed premises appears (to comply) (~~not 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) (~~are not~~) current. (Sec 3-38)

If not, reasons _____

(7) A publisher's affidavit (~~has~~) (has not) been filed showing the notice requirement (~~has~~) (has not) been complied with. (Sec 3-40 (a))

If not, reasons Advertised. Will file affidavit prior to hearing.

(8) An affidavit from the applicant certifying posting of the proposed premises (has) (has not) been filed. (Sec. 3-40(b))

If not, reasons N/A transfer does not apply

Respectfully submitted,



Della Hill
City Clerk

SANDERS, HAUGEN, & SEARS, P.C.
Attorneys at Law
11 Perry Street
P. O. Box 1177
Newnan, Georgia 30264-1177
(770) 253-3880
FAX (770) 254-0093

C. BRADFORD SEARS, JR.
E-MAIL: bsears@sandershaugen.com

WALTER D. SANDERS
(1909- 1989)

TO: The City Council of the City of Newnan

CC: Cleatus Phillips, City Manager
Jane Scoggins, Election Superintendent
Della Hill, City Clerk

FROM: C. Bradford Sears, Jr., City Attorney
Sanders, Haugen & Sears, P.C.

DATE: May 21, 2019

RE: 2019 General Election

MEMORANDUM

At your request, this is to provide you with the information and time schedules for the November 5, 2019 General Election.

The Official Code of Georgia Annotated Section 21-2-131 provides that each candidate or his designee shall file a notice of his or her candidacy at the office of the City Clerk during the qualifying period of three (3) days to start on Monday, August 19, 2019, at 8:30 a.m. and closing on Wednesday, August 21, 2019 at 4:30 p.m., with an hour for lunch permitted.

O.C.G.A. Code Section 21-2-224 provides that the registration books be closed on the 5th Monday prior to the election unless the Monday is a recognized holiday, then on the next Tuesday. This year that will be Monday, October 7, 2019 at 4:30 p.m.

I call your attention to O.C.G.A. Section 21-2-131(a)(1) providing for the setting of qualification fees. The qualification fees were set and published in the newspaper prior to February 1, 2019. The fees are set by law at three percent (3%) of the annual salary of the office, in this case of the Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B said fees shall be \$165.00.

I am enclosing herewith resolutions setting the opening and closing dates of the qualification of candidates and a copy of the Notice of Call of Election for the General Election.

These resolutions should be adopted no later than July 18, 2019.

NOTICE OF CALL OF GENERAL ELECTION
AND QUALIFYING REQUIREMENTS
TO THE QUALIFIED VOTERS OF THE CITY OF NEWNAN, GEORGIA

Notice is hereby given that the City of Newnan, Georgia, will hold a General Election Tuesday, November 5, 2019, to elect Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B for the City of Newnan for which the qualifying fee for Councilmembers will be One Hundred Sixty Five Dollars (\$165.00). Candidates desiring to qualify may do so from Monday, August 19, 2019 at 8:30 a.m. through Wednesday, September 2, 2015 at 4:30 p.m., with an hour for lunch being permitted, by filing a notice of his or her candidacy and paying the qualifying fee to Della Hill, City Clerk, at the Office of the City Clerk, City Hall, 25 LaGrange Street, in the City of Newnan, Georgia.

Registration books are now open to register any voters and will remain open through Monday, October 7, 2019 at 4:30 p.m. at the office of the Coweta Registrar, Coweta County Administration Building, 22 East Broad Street, Newnan, Georgia or the Office of the City Clerk, City Hall, 25 LaGrange Street, City of Newnan, Georgia, or at all places where registration is permitted by law.

The polling place will be the Newnan City Hall, 25 LaGrange Street, Newnan, Georgia, and the polls will be open from 7:00 o'clock a.m. to 7:00 o'clock p.m.

The date for a run-off election, if required, shall be December 3, 2019.

As set forth in the American with Disabilities Act of 1992, the City of Newnan does not discriminate on the basis of disability and will assist citizens with special needs, as provided by law. For information please call (770) 253-2682.

This ____ day of August, 2019.

Jane Scoggins
Election Superintendent
City of Newnan

RESOLUTION

WHEREAS, the Charter of the City of Newnan provides for a General Election to be held on the first Tuesday following the first Monday in November, 2019, to elect Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B for the City of Newnan, said date being November 5, 2019; and

WHEREAS, Section 21-2-132 of the Official Code of Georgia Annotated provides for the governing authority to set the opening and closing dates for the qualifying of candidates for said office.

THEREFORE, BE IT RESOLVED that the opening qualifying date for the election of Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B for the City of Newnan shall be opened at 8:30 a.m., Monday, August 19, 2019, and the closing of the qualification time shall be 4:30 p.m. on Wednesday, August 21, 2019, with an hour for lunch being permitted. Candidates desiring to qualify shall file a notice of his or her candidacy and paying the qualifying fee to Della Hill, City Clerk, at the Office of the City Clerk, City Hall, 25 LaGrange Street, in the City of Newnan, Georgia.

BE IT FURTHER RESOLVED that the fee for qualifying for election as Councilmembers for the City of Newnan shall be One Hundred Sixty Five Dollars (\$165.00).

IT IS SO RESOLVED this ____ day of _____, 2019.

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

RESOLUTION

WHEREAS, the City of Newnan, Georgia shall hold a general election for the election of Councilmembers for Election District One, Post A and Post B and Election District Three, Post A and Post B for the City of Newnan, Georgia on November 5, 2019; and

WHEREAS, O.C.G.A. §21-2-70 requires the election by the governing authority of an election superintendent who shall conduct the municipal election in accordance with requirements of the Georgia Municipal Elections Code and an assistant election superintendent and absentee ballot clerk who shall have such powers and shall perform such duties as proscribed by O.C.G.A. §21-2-70 and O.C.G.A. §21-2-70.1.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Newnan and it is hereby resolved by the authority of same that Jane Scoggins is hereby appointed election superintendent for the November 5, 2019 general election and further resolved that the election superintendent shall conduct the election in accordance with the Georgia Municipal Election Code and who shall have such powers and shall perform such duties as set forth therein.

Adopted in open session regularly assembled this ____ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

TSPLOST INTERGOVERNMENTAL AGREEMENT

THIS TSPLOST INTERGOVERNMENTAL AGREEMENT, (this “Agreement”) is dated as of June 12, 2019, and is entered into by and among COWETA COUNTY (the “County”), a political subdivision of the State of Georgia, and the CITY OF NEWNAN (“Newnan”), the CITY OF GRANTVILLE (“Grantville”), the CITY OF SENOIA (“Senoia”), the CITY OF PALMETTO (“Palmetto”), the TOWN OF MORELAND (“Moreland”), the TOWN OF SHARPSBURG (“Sharpsburg”), the TOWN OF TURIN (“Turin”), the CITY OF HARALSON (“Haralson”), and the CITY OF CHATTAHOOCHEE HILLS (“Chattahoochee Hills”), and together Newnan, Grantville, Senoia, Palmetto, Moreland, Sharpsburg, Turin, Haralson, and Chattahoochee Hills the “Cities”), municipal corporations of the State of Georgia.

W I T N E S S E T H:

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-260 *et seq.*, as amended (the “TSPLOST Act”) to levy and collect a single-county one percent transportation sales and use tax (the “TSPLOST”) for “transportation purpose” (as defined in the TSPLOST Act); and

WHEREAS, the County determined that (a) the region has not proposed a referendum on a tax under Article 5 of Chapter 8 of Title 48 and (b) the County is currently levying a one percent special purpose sale and use tax under Part 1 of Article 3 of Chapter 8 of Title 48, which is referred to as the “SPLOST;” and

WHEREAS, the County delivered a written notice to the mayor or chief elected official in each of the Cities setting forth the date, time and place for a meeting of the governing authority of the County and of each of the Cities to discuss possible projects for inclusion in the Referendum (hereinafter defined), and such notice was delivered at least ten days prior to the meeting; and

WHEREAS, the meeting was duly held on June 12, 2019; and

WHEREAS, Article IX, Section III, Paragraph I (a) of the Georgia Constitution and the TSPLOST Act authorize the County and the Cities to enter into an “intergovernmental agreement” (as defined in the TSPLOST Act) in order to, among other things, identify the projects that will be funded with the TSPLOST.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities DO HEREBY AGREE, as follows:

ARTICLE 1.

REPRESENTATIONS

a. Each of the Cities makes the following representations with respect to itself as the basis for the undertakings on its part herein contained:

- i. The City is a municipal corporation duly created and organized under the Constitution and laws of the State of Georgia (the “State”). Under the Constitution and laws of the State, the City is authorized to execute, deliver, and perform its obligations under this Agreement. The City has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.
- ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.
- iii. The authorization, execution, delivery, and performance by the City of this Agreement do not violate its charter, any ordinances of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
- iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefore) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling, or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
- v. The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
- vi. The City is a “qualified municipality” within the meaning of the TSPLOST Act and more particularly O.C.G.A. Section 48-8-110(4).
- vii. The City is located entirely or partially within the geographic boundaries of the County.

b. The County makes the following representations as the basis for the undertakings on its part herein contained:

- i. The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County.
- ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.
- iii. The authorization, execution, delivery, and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
- iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefore) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
- v. The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

ARTICLE 2.

REFERENDUM

The County will take all actions necessary to call a referendum to be held in all voting precincts in the County on the 5th day of November, 2019 for the purpose of submitting to the voters of the County for their approval the question of whether or not (a) a special one percent TSPLOST shall be imposed in the special district consisting of the County for a period of time not to exceed five years and for the raising of not more than an estimated amount of \$125,000,000 for Transportation Purpose (hereinafter defined) and (b) up to \$55,000,000 in aggregate principal amount of general obligation debt of the County (the “Debt”) may be issued in order to fund in whole or in part the Projects (hereinafter defined), capitalized interest on the Debt and the costs of issuing the Debt (the “Referendum”).

ARTICLE 3.

CONDITIONS PRECEDENT

The obligations of the County and the Cities pursuant to this Agreement are conditioned upon the following:

- a. The adoption by the County of a resolution requesting the Referendum.
- b. The proper call of the Referendum by the election superintendent, including, but not limited to the publication of the call and the publication of the notice of election.
- c. The approval of the imposition of the TSPLOST by the voters of the County in the Referendum.
- d. The collection of the TSPLOST by the state revenue commissioner and transferring the same to the County.

ARTICLE 4.

EFFECTIVE DATE AND TERM OF THE TAX

If the TSPLOST is approved in the Referendum, the TSPLOST shall be imposed on the first day of the next succeeding calendar quarter which begins more than 80 days after the Referendum. The TSPLOST shall cease to be imposed on the earliest of the following dates:

- a. If the Debt is the subject of validation proceedings, as of the end of the first calendar quarter ending more than 80 days after the date on which a court of competent jurisdiction enters a final order denying validation of the Debt; or

- b. On the final day of the maximum period of time specified for the imposition of the TSPLOST; or
- c. As of the end of the calendar quarter during which the commissioner determines that the tax will have raised revenues sufficient to provide the special district net proceeds equal to or greater than the amount specified as the maximum amount of net proceeds to be raised by the tax.

ARTICLE 5.

EFFECTIVE DATE AND TERM OF THIS AGREEMENT

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- a. The official declaration of the failure of the Referendum; or
- b. The expenditure by the County and all of the Cities of the last dollar of money collected from the TSPLOST after the expiration of the TSPLOST.

ARTICLE 6.

COUNTY TSPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

- a. A special fund or account shall be created by the County and designated as the 2019 Coweta County Transportation Special Purpose Local Option Sales Tax (“2019 TSPLOST Fund”). The County shall select a bank which shall act as a depository and custodian of the 2019 TSPLOST Fund upon such terms and conditions as may be acceptable to the County.
- b. Each City shall create a special fund to be designated as the 2019 [*City name*] Transportation Special Purpose Local Option Sales Tax Fund (the “City 2019 TSPLOST Fund”). Each City shall select a bank which shall act as a depository and custodian of the City 2019 TSPLOST Fund upon such terms and conditions as may be acceptable to the City.
- c. All TSPLOST proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Article. TSPLOST proceeds shall not be commingled with other funds of the County or the Cities and shall be used exclusively for the purposes detailed in this Agreement.

ARTICLE 7.

PROCEDURE FOR DISBURSEMENT OF TSPLOST PROCEEDS

a. Upon receipt by the County of TSPLOST proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the 2019 TSPLOST Fund. Within the 2019 TSPLOST Fund, the County shall create three sub-accounts: the “Debt Service Account”, the “County Account” and the “City Account.” TSPLOST proceeds that will be used to pay the debt service on the Debt shall be deposited into the Debt Service Account; TSPLOST proceeds that will be used to fund County Projects (hereinafter defined) not funded with Debt shall be deposited into the County Account; and TSPLOST proceeds that will be used to fund City Projects (hereinafter defined) not funded with Debt shall be deposited into the City Account. The monies in the County Account shall be held and applied to the cost of acquiring, constructing and equipping the County Projects.

b. The County shall establish a twelve-month period as the “Sinking Fund Year” for the Debt. Within each Sinking Fund Year, the TSPLOST proceeds of each beneficiary of the Debt shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay that beneficiary’s pro-rata share of the debt service coming due on the Debt for such Sinking Fund Year. After a beneficiary of the Debt has funded its pro-rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining TSPLOST proceeds of that beneficiary shall be disbursed into the County Account or the City Account as appropriate.

c. All funds deposited monthly into the City Account shall be transferred from the County to the Cities within ten business days of County’s receipt of the same. Each disbursement to the Cities shall be made by check unless a City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The proceeds received by the Cities shall be deposited in the separate funds established by each City in accordance with Article 6 of this Agreement. Each City shall hold and apply the TSPLOST proceeds to the cost of acquiring, constructing, and equipping the City Projects.

d. Should any City cease to exist as a legal entity before all funds are distributed under this Agreement, that City’s share of the funds subsequent to dissolution shall be paid to the County as part of the County’s share unless an act of the Georgia General Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City’s share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

ARTICLE 8.

DIVISION OF TSPLOST PROCEEDS

The TSPLOST proceeds shall be divided among the County and the Cities as follows:

Chattahoochee Hills	0.0000%
Haralson	0.1323%
Turin	0.2379%
Sharpsburg	0.2489%
Moreland	0.3078%
Palmetto	0.3503%
Grantville	2.2411%
Senoia	2.9802%
Newnan	27.2747%
County	66.2268%

Notwithstanding the provisions of this Article, the County and the Cities hereto acknowledge and agree that the TSPLOST received by it in each year shall be applied first to the payment of the Debt issued for its benefit.

ARTICLE 9.

PURPOSE; PROJECTS AND PROJECT PROVISIONS

a. The TSPLOST will fund the following transportation purpose: roads, streets and bridges, including without limitation road, street, and bridge purposes pursuant to paragraph (1) of subsection (b) of O.C.G.A Section 48-8-121 and roads that may be owned, operated, or administered by the State, and all accompanying infrastructure and services necessary to provide access to these transportation facilities (the “Transportation Purpose”).

b. The County and the Cities estimate that if the maximum authorized amount of TSPLOST proceeds are actually collected, they will spend the amounts on Transportation Purpose, in accordance with the division of TSPLOST proceeds in Article 8.

c. The “Projects” to be funded with the TSPLOST shall consist of “County Projects” and “City Projects.” The County Projects and the City Projects are set forth on Exhibit A. The parties acknowledge and agree that the that 30% of the estimate revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. Section 32-2-22(a)(6).

d. The parties acknowledge and agree that the desirability of or need for a Project may change based upon any number of factors, including, but not limited to, State or federal participation in a Project, the actual transportation needs of the community at the time of construction, the actual costs of the Projects or the actual TSPLOST collections. Therefore, the

parties agree to negotiate in good faith amendments to the Project list in Exhibit A if an amendment is requested. Notwithstanding the foregoing, neither the County nor the City shall abandon a Project unless such abandonment is permitted under Georgia laws, including, but not limited to, the TSPLOST Act.

e. The Projects may be funded in any order.

f. The County shall promptly proceed with the acquisition and construction of the County Projects as soon as TSPLOST or Debt proceeds are available. Each City shall promptly proceed with the acquisition and construction of its respective City Projects as soon as TSPLOST or Debt proceeds are available.

g. The County shall own and operate the County Projects. The City Projects shall be owned and operated by the respective City.

h. The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. Each City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring its respective City Projects.

ARTICLE 10.

THE DEBT

a. The ballot shall contain the language required by the TSPLOST Act for the authorization of up to \$55,000,000 of Debt. The Debt may be issued by the County in whole or in part and in one or more series for purposes of funding in whole or in part the Projects, capitalized interest on the Debt and the costs of issuing the Debt. The County shall remit to the Cities their pro rata share of the Debt proceeds within three business days of the County's receipt of same to enable the Cities to acquire and construct the City Projects. The Cities each acknowledge that it is responsible for the payment of that portion of the Debt allocable to its Projects, including its pro rata share of issuance expense (the "City Debt") and the payment of that portion of the arbitrage rebate allocable to the City Debt. The County acknowledges that it is responsible for the payment of the rest of the Debt (the "County Debt").

b. The Debt shall be paid first from the proceeds of the TSPLOST. In the event that there are insufficient TSPLOST to pay the Debt, the County shall pay any shortfall attributable to the County Debt from its general fund, and the Cities shall pay any shortfall attributable to the City Debt from their general funds (the "Debt Service Payments"). The County and the Cities covenant that, in order to make the Debt Service Payments when due from their general funds to the extent required, they will exercise their power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder, and they will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. The County and the Cities further covenant and agree that in order to make funds available for such purpose, they will, in their general revenue, appropriation, and budgetary measures whereby their tax funds or revenues and the allocation thereof are controlled or provided for, include sums

sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County and the Cities to make any payments that may be required to be made from their general funds shall constitute a general obligation of the County and the Cities and a pledge of the full faith and credit of the County and the Cities to provide the funds required to timely fulfill any such obligation.

In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the County and the Cities are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County and the Cities had included the amount of the appropriation in their general revenue, appropriation, and budgetary measures, and the fiscal officers of the County and the Cities shall immediately make such Debt Service Payments to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

c. The obligations of the County and the Cities to make the Debt Service Payments and to perform and observe the other agreements on their part contained in this Article 9 shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the County and the Cities (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of their other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any Project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

d. The County shall be responsible for all aspects of the Debt issuance process. The County will select the underwriter, bond counsel, local counsel, etc. The County will keep the Cities informed of the progression of the Debt issuance.

ARTICLE 11.

RECORD KEEPING AND AUDIT PROCEDURES

a. The County and the Cities agree to maintain thorough and accurate records concerning receipt and expenditure of TSPLOST. The Cities shall have the right to review and be provided copies of all such records of receipt of TSPLOST proceeds upon request to the County.

b. The County and the City shall keep a record of each and every one of its Transportation Purpose for which the proceeds of the TSPLOST are used. A schedule shall be included in each annual audit which shows for each such Transportation Purpose the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended

in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. The costs of keeping such records, of preparing the schedule and the audit/opinion shall be borne by each party.

c. Not later than December 31 of each year, the County and each of the Cities shall publish annually, in a newspaper of general circulation in the boundaries of the County or the City, a simple nontechnical report which shows for each of its Transportation Purpose the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, an amounts expended in the current year. The report shall also include a statement of what corrective action the County or the City intends to implement with respect to a Transportation Purpose which is underfunded or behind schedule and a statement of any surplus funds which have not been expended for a Transportation Purpose.

d. In the event that the City does not comply with the requirements of this Article, the County shall not be held liable in any manner for such noncompliance. In the event that the County does not comply with the requirements of this paragraph, the Cities shall not be held liable in any manner for such noncompliance.

ARTICLE 12.

NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. Coweta County Board of Commissioners
22 East Broad Street
Newnan, Georgia 30263
Attention: County Administrator
- b. City of Newnan
Post Office Box 1193
Newnan, Georgia 30264
Attention: City Manager
- c. City of Grantville
Post Office Box 160
Grantville, Georgia 30220
Attention: City Manager
- d. City of Senoia

Post Office Box 310
Senoia, Georgia 30276
Attention: City Administrator

- e. City of Palmetto
Post Office Box 190
Palmetto, Georgia 30268
Attention: City Manager
- f. Town of Moreland
Post Office Box 158
Moreland, Georgia 30259
Attention: Mayor
- g. Town of Sharpsburg
Post Office Box 397
Sharpsburg, Georgia 30277
Attention: Mayor
- h. Town of Turin
Post Office Box 86
Turin, Georgia 30289
Attention: Mayor
- i. City of Haralson
Post Office Box 155
Haralson, Georgia 30229
Attention: Mayor
- j. City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
Attention: Mayor

ARTICLE 13.

MISCELLANEOUS

a. Any controversy arising under this Agreement shall first be submitted to mediation by a mediator mutually agreeable to the parties. To the extent the parties are unable to resolve the dispute in mediation, the parties agree to submit the dispute to binding arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-30 et seq., as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code. Unless

otherwise agreed by the parties, the arbitration shall be conducted by one arbitrator mutually agreeable by the parties. If the parties cannot agree on an arbitrator, the dispute shall be submitted to the Superior Court of Coweta County, but only for the purpose of having the Judge of said court appoint an arbitrator. Unless otherwise ordered by the arbitrator, each party shall bear its own attorney's fees and shall share evenly in the costs of the arbitration and arbitrator's fees.

b. This Agreement constitutes all of the understandings and agreements existing between the County and the Cities with respect to distribution and use of the proceeds from the TSPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said TSPLOST.

c. Should any phrase, clause, sentence or paragraph of this Agreement be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

d. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

e. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Cities.

f. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

g. The County and the Cities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

h. It is the intention of the County and the Cities to comply in all respects with the TSPLOST Act, and all provisions of this Agreement shall be construed in light of the TSPLOST Act.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

COWETA COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

Clerk

CITY OF NEWNAN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF GRANTVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF SENOIA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF PALMETTO, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF MORELAND, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF SHARPSBURG, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

TOWN OF TURIN, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF HARALSON, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

EXHIBIT A
TRANSPORTATION PROJECTS

[SAMPLE FOR ILLUSTRATION ONLY – FINAL LIST TBD]

		Location	Mode/Type	Funding
1	CC01	US 29 at SR 154	Intersection Improvement	TSPLOST & Federal/State
2	CC11	Gordon Road at Al Roberts Road	Intersection Improvement	TSPLOST
3				
4				
5				
6				



Coweta County Single County TSPLOST Program - Project List

	Project Number	Sponsor	Mode/Type	Roadway/ Location	From/At	To	Funding
1	GR01	Grantville	Roadway Maintenance	Main Street	Main Street	CSX Railroad Crossing	TSPLOST
2	GR02	Grantville	Roadway Maintenance	Charlie Patterson Road	Charlie Patterson Road	Railroad Crossing	TSPLOST
3	GR03	Grantville	Roadway Maintenance	Grandma Branch Road	Bohannon Road	Alexander Road	TSPLOST
4	GR04	Grantville	Roadway Maintenance	Griffin Street	Hwy 29	Main Street	TSPLOST
5	GR05	Grantville	Roadway Maintenance	Lagrange Street	Main Street	Hwy 29	TSPLOST
6	GR06	Grantville	Roadway Maintenance	Canterbury Subdivision	Canterbury Subdivision		TSPLOST
7	GR07	Grantville	Roadway Maintenance	Ivy Glen Subdivision	Ivy Glen Subdivision		TSPLOST
8	GR08	Grantville	Roadway Maintenance	Brasch Park Subdivision	Brasch Park Subdivision		TSPLOST
9	CC01	Coweta County	Intersections	US 29	SR 154		TSPLOST/State
10	CC02	Coweta County	Intersections	SR 16	Witcher Rd/Glover Rd		TSPLOST/CSX/State
11	CC03	Coweta County	Intersections	Poplar Rd at Parks Road	Poplar Road at Mary Freeman Road	Poplar Road at SR 16	TSPLOST
12	CC04	Coweta County	New Roadway	Amlajack Boulevard Extension	Amlajack Blvd Terminus	Coweta Industrial Parkway	TSPLOST
13	CC05	Coweta County	Intersections	US 29/SR 14	US 27Alt/SR 41 (Right-of-Way only)		TSPLOST
14	CC06	Coweta County	Intersections	Andew Bailey Road	Fischer Road		TSPLOST
15	CC07	Coweta County	Intersections	Collinsworth Road	Cannongate Road		TSPLOST
16	CC08	Coweta County	Intersections	Corinth Road	West Grantville Road/Earl North Road/Hannah Road		TSPLOST
17	CC09	Coweta County	Intersections	Eastside School Road	Old Highway 85		TSPLOST
18	CC10	Coweta County	Intersections	SR 16	Elders Mill Road		TSPLOST
19	CC11	Coweta County	Intersections	Gordon Road	Al Roberts Road		TSPLOST
20	CC12	Coweta County	Intersections	Gordon Road	Elders Mill Road		TSPLOST
21	CC13	Coweta County	Intersections	SR 16	Lawshe Road/Old Highway 85		TSPLOST
22	CC14	Coweta County	Intersections	SR 16	Gordon Road		TSPLOST
23	CC15	Coweta County	Intersections	SR 16	Marion Beavers Road		TSPLOST
24	CC16	Coweta County	Intersections	Newnan Bypass	Intersection at Turkey Creek Road	Intersection at SR 16	TSPLOST



Coweta County Single County TSPLOST Program - Project List

	Project Number	Sponsor	Mode/Type	Roadway/ Location	From/At	To	Funding
25	CC18	Coweta County	Intersections	Lower Fayetteville Road	Shenandoah Boulevard		TSPLOST
26	CC19	Coweta County	Roadway Operations	Lower Fayetteville Road Operational Improvements	Sullivan Road	SR 154	TSPLOST
27	CC20	Coweta County	Intersections	McIntosh Trail	Reese Road		TSPLOST
28	CC21A	Coweta County	Intersections	SR 154	Hammock Rd	I-85	TSPLOST/State
29	CC23	Coweta County	New Roadway	I-85 at Amlajack Interchange, including Madras Connector-Phase 3 and Holz Parkway Extension (Preliminary Engineering/Design only)			TSPLOST
30	CC24	Coweta County	Intersections	SR 54 at Bob Smith			TSPLOST
31	NE01	Newnan	New Roadway	Andrew Street Extension	August Drive	East Washington Street	TSPLOST
32	NE02	Newnan	Intersections	Greenville St	Sewell Road		
33	NE03	Newnan	Intersections	Greenville St	Spence Avenue		
34	NE04	Newnan	Roadway Operations	Newnan Crossing Blvd	Stillwood Drive	Poplar Road	TSPLOST
35	NE05	Newnan	Roadway Operations	Bullsboro SR 34	Jefferson Street	Lake Side Way	TSPLOST/State
36	NE06	Newnan	Intersections	Intelligent Transportation System			TSPLOST
37	NE07	Newnan	Intersections	Lagrange Street	Waterworks Road	Boone Drive	TSPLOST
38	NE08	Newnan	Roadway Operations	Jefferson St/Clark St/Jackson St	Carmichael Street		TSPLOST
39	NE09A	Newnan	Roadway Operations	Lower Fayetteville Road	Newnan Crossing Bypass	Newnan Crossing Blvd	TSPLOST/Federal/Stat
40	NE09B	Newnan	Roadway Operations	Lower Fayetteville Road	Greison Trail	Newnan Crossing Bypass	TSPLOST/Federal/Stat
41	NE09C	Newnan	Roadway Operations	Lower Fayetteville Road	Newnan Crossing Blvd	Sullivan Road	TSPLOST/Federal/Stat
42	NE10	Newnan	Pedestrian	Newnan LINC			
43	NE13	Newnan	Intersections	Roundabout Jefferson St	Jefferson Street	Sprayberry Road	TSPLOST
44	SH01	Sharpsburg	Roadway Operations	Hwy 54			TSPLOST
45	TU01	Turin	Roadway Maintenance	Linch Road	Linch Road/South Hunter	SR 16	TSPLOST
46	TU02	Turin	Pedestrian	Sidewalk - S Hunter St	Willbanks Road	Turin Road	TSPLOST
47	TU03	Turin	Pedestrian	Sidewalk - Turin Rd	S. Hunter St	Willbanks Rd	TSPLOST
48	TU04	Turin	Intersections	SR 16	SR 16	Hunter Street	
49	MO01	Moreland	Roadway Maintenance	Couch Street, Harris Street, and Victoria Drive			TSPLOST



Coweta County Single County TSPLOST Program - Project List

	Project Number	Sponsor	Mode/Type	Roadway/ Location	From/At	To	Funding
50	HA01	Haralson		Transportation Purposes			TSPLOST
51	PA01	Palmetto		Transportation Purposes			TSPLOST
52	SE01	Senoia	Intersections	SR 16	SR 16	Cumberland Trail / Rockhouse Road	TSPLOST/State
53	SE02	Senoia/County	Intersections	Rockaway Road	Rockaway Road	Heritage Pointe Parkway	TSPLOST
54	SE08	Senoia	Intersections	Rockaway Road	Rockaway Road	Ivy Lane	TSPLOST
55	SE12	Senoia	Intersections	Rockaway Road	Rockaway Road	Morning Side Boulevard	TSPLOST
56	SE17	Senoia	Roadway Maintenance	Pylant Street	Senoia Library	Couch Street	TSPLOST
57	SE18	Senoia	Sewer Basins	Inside City Limits			TSPLOST
58	PI01	Coweta County	Intersections	Hwy 34 / Baker Road			TSPLOST
59	PI02	Coweta County	Intersections	Hwy 16 @ Dead Oak /McKnight Road			TSPLOST
60	PI03	Coweta County	Intersections	Fischer Road @ Minix Road			TSPLOST
61	PI04	Coweta County	Intersections	Palmetto-Tyrone Road @ Minix Road			TSPLOST
62	PI05	Coweta County	Intersections	Lower Fayetteville Road @ Bob Smith Road			TSPLOST

SANDERS, HAUGEN & SEARS, P.C.
ATTORNEYS AT LAW
11 PERRY STREET
P. O. BOX 1177
NEWNAN, GEORGIA 30264-1177
(770) 253-3880
FAX (770) 254-0093
www.sandershaugen.com

C. BRADFORD SEARS, JR.
E-MAIL: bsears@sandershaugen.com

WALTER D. SANDERS
(1909 – 1989)
WILLIS G. HAUGEN
(1924 – 2014)

TO: Mayor and City Council
City of Newnan, Georgia

CC: Cleatus Phillips, City Manager
City of Newnan, Georgia

FROM: C. Bradford Sears, Jr., Esq.
City Attorney, City of Newnan

DATE: June 11, 2019

RE: Lot 5 (11 Farmer Commercial Park Drive)

MEMORANDUM

This is to advise that the purchase of Lot 5, 11 Farmer Commercial Park Drive from Elizabeth F. Crain closed on May 10, 2019, at a sales price of \$213,150.00 plus costs of \$1,239.00. A Motion is needed for the Council minutes ratifying the purchase of Lot 5.

MOTION: I move that the purchase of Lot 5, 11 Farmer Commercial Park Drive from Elizabeth F. Crain for \$213,150.00 plus costs of \$1,239.00 be hereby ratified.



June 11, 2019

ChildrenConnect
30 Temple Ave.
Newnan, GA 30263

Mayor Keith Brady
City of Newnan Council Members
25 LaGrange St.
Newnan, GA 30263

Re: Lease Renewal

Dear Mayor Brady and Council Members:

ChildrenConnect: A Newnan Children's Museum is proud to provide a report of our third year of success and continued growth! Through our programs, summer camps, and community partnerships, we have had a positive impact on our children in the community. Attached, you will find more information about our operations, our financial status, and our projected growth.

ChildrenConnect is helping to build the future of our children and community, and our work would not be possible without the support from the City of Newnan. We respectfully request that the City of Newnan extend our current lease for an additional term of three years at the conclusion of the current term.

Thank you in advance for your consideration, and for believing in our mission.

Sincerely,

Kimberly Bourroughs Debrow
President, ChildrenConnect



ChildrenConnect:
A Newnan Children's Museum

**Proposal to re-new lease at
30 Temple Ave (Old Male Academy)**

Submitted by Executive Staff and Board Members

Executive Director

Laura Mattia

Executive Board

Kimberly Bourroughs Debrow – President

Pamela Prange – Vice President

Skin Edge, Jr. – Treasurer

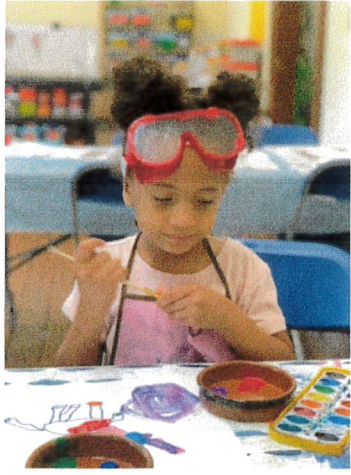
Michael Prange – Secretary

Ellen Jenkins

Lisa Miles

John Thrasher

Emily Westergreen



ChildrenConnect: A Newnan Children's Museum

About the Museum

ChildrenConnect is an "imagineering" space, which currently operates from 30 Temple Ave (Old Male Academy), Newnan, GA 30263. This building is leased from the City of Newnan. We operate a children's museum based upon the following principles:

- Play and learn
- Try new things
- Learn self confidence
- Learn how to play well with others
- Learn how to solve problems
- Learn about the world around them
- Use their imagination and creativity
- Explore and experiment
- Spend time with loved ones
- Laugh

Using these principles, we are creating an inventive and educational experience. We currently open to the public for 34 hours a week. Through fundraiser's and donations, we are able to maintain a low-cost admission price of \$5 per child. The museum is currently staffed full-time by 2 employees who are paid for 10 hours each per week. Other assistance is supplied by volunteers on an as needed basis for camps and other activities.

Programs

At ChildrenConnect we have started programs that include STEAM based projects. These programs include activities that give children the freedom to be creative, such as using recycled items, inventing their own food products, designing food packaging, and building and programming robots. We have provided after school activities that have included multi-cultural and bilingual programs.

We have completed our second year of Safety City, a week-long program that teaches children aged 4-6 all aspects of safety. We transform the museum parking lot into pretend streets and we teach the children street safety. In partnership with Newnan Utilities, Newnan Police Department, Georgia Patrol, and Georgia Poison Control.

Museum Improvements

ChildrenConnect has made improvements to our exhibit space, which includes creating a Lego building room. We have created a maker's room that includes classroom space for up to 24 students. We have created a unique interactive mural in the hallway of the museum that focuses on the Newnan downtown square. The mural gives children a chance to learn about the history of our town, including important historical figures.

We are currently planning a new exhibit that includes historical play clothes and a pretend bank.

Funding

We currently have two major fundraisers in place: we host the Newnan Spring Home Tour in April and we periodically host the Fiberglass projects. Other funding sources include corporate grants, private donations, Board contributions, and entry fees to our museum and camps.

Community Impact

ChildrenConnect has been an affordable, local activity space for Coweta County families, and in the past year, we have been able to expand our scope of services to families who are visiting from neighboring cities and other areas. This includes families seeking treatment at the Cancer Treatment Center of America, out of state visitors, and families from surrounding counties who have discovered us on social media outlets and online networks. The Museum is proud to provide a safe environment where children spend quality time with their families whilst engaging in fun learning activities. It is our goal for ChildrenConnect to remain affordable for all families in Coweta County and those visiting, regardless of their socio-economic status.

STATE OF GEORGIA
COUNTY OF COWETA

LEASE CONTRACT

This agreement made and entered into this _____ day of _____, 2019, between the City of Newnan, a Georgia Municipal Corporation, of the first party, hereinafter called "Lessor", and the CHILDRENCONNECT NEWNAN CHILDREN'S MUSEUM, INC., a Georgia Non-Profit Corporation, of the second part, hereinafter called "Lessee".

WITNESSETH

That for and in consideration of the activities set out hereinbelow for Lessee's use of the premises detailed hereinbelow, the said Lessee has this day rented and leased from said lessor and lessor has rented and leased to said Lessee the following premises:

A certain building known as the Newnan Male Seminary Building located at the southeast corner of College Street and Temple Avenue identified as 30 Temple Avenue, to be used for a children's museum and discovery center to include classroom and activity space, weekly programs, temporary and long-term exhibits, makerspace and staff office prepared, maintained and operated by ChildrenConnect Newnan Children's Museum, Inc. for a targeted audience of toddlers and stay at home parents, home school groups, school field trips, after school activities and community volunteers.

The term of this lease is for a period of three (3) years commencing on the 1st day of September 2019 and ending on the 31st day of August 2022, at 12:00 midnight.

It is further agreed, however, that said lease shall be on a year to year basis and either party hereto may cancel said lease by giving a ninety (90) day notice prior to the expiration of any calendar year of the three (3) year lease. In addition, Lessor may terminate said lease by giving a sixty (60) day notice no later than thirty (30) days from the date of the first regular council meeting of each calendar year, otherwise said lease shall automatically renew for the calendar year.

As further consideration for said lease, the Lessee agrees to staff, operate and open the building a minimum of one-half day four days a week and to further staff, operate and open said building on any special occasion as may be requested by Lessor.

The Lessee further agrees to perform such janitorial services as are needed to maintain the interior of the building in a clean and neat condition.

The Lessee further agrees to provide and maintain a directional sign on Jackson Street and to also place and maintain a sign on or adjacent to said building. Said signs to comply with lessors sign ordinance.

The Lessor agrees to carry fire, hazard and liability insurance on said building and grounds and to maintain the exterior of said building, the heating, air conditioning and lighting systems and grounds. Lessor agrees to be responsible for all lighting, heating, water and sewerage bills for said building.

Lessee agrees not to assign this lease or to sublet said premises or any part thereof without the written consent of Lessor.

Lessee agrees that it will deliver said premises at the expiration of the lease in as good order and repair as when first received, natural wear and tear expected. Lessee agrees to make no changes of any nature in the above described and named premises without first obtaining the written consent of the Lessor.

Lessor reserves the right to enter on said premises at any time for the purpose of making repairs and inspecting same.

Lessee shall be responsible for carrying and paying the premium for a liability insurance policy to cover the actions of its paid and volunteer workers naming the Lessor as named insured. Lessee shall be responsible for carrying and paying the premium for a hazard insurance policy covering the contents of the building.

The premises described herein shall not be used for any purpose except the purposes herein designated without the written consent of the Lessor.

Any and all non-fixtures which are placed within the building by Lessee shall remain the property of Lessee at the termination or expiration of this lease contract.

IN WITNESS THEREOF, the Lessor and the Lessee have hereunto set their hands, this day and year first above written.

CITY OF NEWNAN, GA

BY _____
Keith Brady, Mayor

Attest: _____
Della Hill, City Clerk

Reviewed as to form:

C. Bradford Sears, Jr., City Attorney

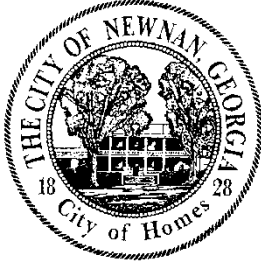
CHILDRENCONNECT NEWNAN
CHILDREN'S MUSEUM, INC.

BY _____
President

Attest _____
Secretary

Reviewed as to form:

Attorney



City of Newnan, Georgia - Mayor and Council

Date: June 18, 2019

Agenda Item: Consideration of Real Estate Auction Listing Agreement between the City of Newnan and Terry Howe & Associates, Inc.

Prepared and Presented by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider a Real Estate Auction Listing Agreement between the City of Newnan and Terry Howe & Associates, Inc. for the online auction of certain properties, as identified by Newnan City Council.

Background: Newnan City Council, at the March 26, 2019 City Council Retreat, discussed the potential sale of certain properties. Councilmembers spent considerable time reviewing a comprehensive list of properties to determine their current and future use as well as any potential redevelopment benefit. It is important to note that the City's interest in the subject properties varies (i.e. acquired via tax sale, fee simple title, etc.).

Newnan City Council, at the April 23, 2019 Council Meeting, considered initiating rezoning for specific properties identified at the 2019 City Council retreat to allow for construction of residential structures. City Staff suggested that an administrative variance be used in lieu of initiating rezoning for the majority of the city owned properties to provide potential builders more flexibility. Newnan City Council was supportive of City staff's recommendation.

City staff, working in concert with the City Attorney's office as well as Newnan Utilities, has reviewed the List of Subject Properties attached herein. Please note that Newnan Utilities has recommended that the City retain 10 Buchanan Street (Rear) due to the location of current utility facilities. In addition, Newnan Utilities has acknowledged a need to reserve certain infrastructure easements on nine (9) properties.

City staff and the City Attorney's Office has reviewed the Real Estate Auction Listing Agreement.

Funding: N/A.

Recommendation: Newnan City Council may authorize the execution of the Real Estate Auction Listing Agreement as presented.

Attachments:

1. Real Estate Auction Listing Agreement
2. List of Subject Properties, as reviewed by City Council, City Staff and Newnan Utilities

Previous Discussions with Council: Newnan City Council, at the March 26, 2019 Retreat, reviewed numerous properties and discussed the sale of specific properties.

Exhibit A

Group 1

List of properties (Parcel and Address)

Title Examination: Seller acquired these properties by tax deed. The Auctioneer shall not obtain a title opinion letter from a Georgia licensed attorney. Seller does not warrant that the property described above is free and clear of liens and encumbrances. All Group 1 properties will be sold by Quitclaim Deed only.

Group 2

List of properties (Parcel and Address)

Title Examination: Seller agrees to furnish a title opinion letter from a Georgia licensed attorney showing marketable, fee simple title of property vested in Seller or a commitment from a licensed Georgia title agent for an owner's policy of title insurance for the proposed sale price of the property. If not available, the Auctioneer is authorized to obtain a title opinion letter from a Georgia licensed attorney at Seller's expense. All Group 2 properties will be sold by Limited Warranty Deed or Quitclaim Deed.

Seller Initials _____

Auctioneer Initials _____

Real Estate Auction Listing Agreement

Date: _____

Seller: City of Newnan
25 LaGrange St
Newnan, GA 30263

Auctioneer: Terry Howe & Associates, Inc.
3186 Wade Hampton Blvd, Taylors SC 29687
864.268.4399 Phone
864.268.5990 Fax
info@terryhowe.com

Property: See attached Exhibit "A"

County of: Coweta

State of: Georgia

Agreement: An agreement is made this Date between the Seller and Auctioneer as named above. Seller hereby grants unto Auctioneer the exclusive right and authority to sell at public auction the property described above or in a separate Attachment "A." Auctioneer hereby accepts employment as the sole and exclusive agent for property in Attachment "A" of the Seller and agrees to use his professional skill, knowledge, and experience in preparing and conducting the auction. Auctioneer agrees to assist with preparation and organization of the property. Auctioneer will prepare and distribute the marketing and advertising materials. Auctioneer will conduct the auction and assist with the transaction until closing. Auctioneer is acting solely as listing agent of the property. Auctioneer is not providing legal, financial, or tax advice to Seller.

Agency: Seller acknowledges receiving an Agency Disclosure form and an explanation of the types of agency relationships that are offered by the Auctioneer. Seller also acknowledges that after entering into this written contract that the Auctioneer will be working solely as an agent for the Seller. Auctioneer offers Seller representation only and other types of agency will not be considered.

Proposal: Seller acknowledges receipt of an Auction Proposal or verbal explanation that explains how the auction will be conducted, how the auction will be advertised and promoted, the terms of the auction, and the financial obligations of the Seller in the transaction. Seller agrees that all questions concerning the auction have been answered to his/her satisfaction, and he/she has a complete understanding of how the auction process will be carried out in relation to the Property described in this agreement.

Auction Date: The date of the auction will be set upon the execution of this agreement by all parties. Auctioneer is granted reasonable time to review the properties and agrees to notify the Seller in the event of an unforeseen delay. Seller will receive written notification of the actual auction date and time. Auction must be scheduled within 120 days of execution of this agreement.

Title Examination: See Exhibit A for information regarding Title Examination.

Seller Initials _____

Auctioneer Initials _____

Seller Compliance: Seller agrees to execute and deliver all required documents, including general and specific documents pertaining to the Property to the Auctioneer in an efficient and prompt manner. Seller agrees that these documents will be made available to potential Purchasers. Seller also agrees to execute and deliver all documents, including the deed, required to close the Property.

Auctioneer Compliance: Auctioneer will conduct sale in accordance with all local, state, and federal laws.

Promotion and Advertising: Seller agrees that the Auctioneer may market the property as it deems advisable, including, but not limited to, as outlined in the Auction Proposal or verbal explanation.

Advertising Expenses: Seller agrees to pay zero dollars (\$0.00) for expenses to promote and advertise the auction. Seller agrees the property may be jointly advertised in association with property owned by others.

Commission: A Buyers' Premium, to be paid by the Purchaser, will be added to the winning bid to determine the Contract Sale Price. Seller agrees to pay Auctioneer an amount equal to the Buyers' Premium as commission at closing. The Buyer's Premium to be paid in this auction is equal to fifteen percent (15%) of the bid price.

Earned Commission: In the event the property is sold or otherwise transferred between the signing of this agreement and within ninety (90) days after the auction is conducted, a commission equal to fifteen percent (15%) of the Contract Sales Price will be paid to the Auctioneer at closing. No commission will be paid on properties redeemed by the taxpayer between contract date and start of advertising. In the event a property is redeemed by the taxpayer after the start of advertising, a commission equal to fifteen percent (15%) of the redemption value will be paid to the Auctioneer.

Purchaser Coordination Fee: Purchaser will pay Auctioneer twenty-five dollars (\$25.00) per property to coordinate closing with closing attorney.

Cancellation: Should the property be withdrawn or the auction canceled by the Seller, the Seller agrees to immediately reimburse the Auctioneer for any advanced funds or expenses for the advertising and marketing or property preparation.

Postponement: Should the auction be postponed for any reason not caused by the Auctioneer, the Auctioneer will have the exclusive right to conduct the subsequent auction of the property, and the parties will promptly reschedule it. Seller agrees to reimburse Auctioneer for all funds advanced for the advertising and promotion of the auction and property preparation.

Auction Venue: Seller acknowledges receiving an explanation of the auction venues. Seller agrees the auction will be conducted online only.

Max Bids: Seller understands that the Auctioneer accepts Max Bids from Bidders in the online only auction. Seller also understands that Max Bids placed by Bidders are to be executed competitively against other Bidders and/or bids. The Auctioneer may or may not be privileged to Max Bids, but will not bid on behalf of the Seller or any other person to push the Bidder to their Max Bid. It is possible under this format that a Bidder will purchase an item for less than their entered Max Bid. Furthermore, Seller releases the Auctioneer from its duty to disclose any Max Bid placed by any Bidder in the online only auction, unless required by law.

Auction Type: Seller acknowledges receiving an explanation of the auction types. Seller agrees the property will be sold at absolute auction to the highest bidder regardless of price, subject to all utility easements on such property, whether recorded or unrecorded.

Seller Initials _____

Auctioneer Initials _____

Price Guarantee: Seller agrees that neither the Auctioneer nor any of its representatives has made any representation or guarantee as to the sales price.

Auction Terms: The property will be sold in "as is, where is" condition without warranty as to the suitability for use either expressed or implied by the Seller or Auctioneer, subject to all utility easements crossing said property, whether recorded or unrecorded. Purchaser to escrow with Auctioneer the required deposit with the full balance of the sales price due on or before thirty (30) days after the auction date. Purchaser will pay all closing costs including, but not limited to, costs normally associated with a seller in a real estate transaction. These costs may include attorney's fees, deed preparation, deed stamps, surveying, termite inspections, and roll back taxes. Property sale shall be subject to all outstanding property taxes, rents, HOA dues and other assessments and shall be the responsibility of the Purchaser.

Contract Sales Price: The Contract Sales Price will be determined by adding the Purchaser's bid price and a Buyers' Premium equal to a percentage of the bid price together. The Buyers' Premium can vary for different auctions, and is disclosed at the beginning of these Terms and Conditions. Below is an example of how this calculation works using a fifteen percent (15%) Buyers' Premium.

Example:	
Bid Price	\$100,000.00
Buyers' Premium	<u>\$15,000.00</u>
Contract Sales Price	\$115,000.00

Agreement to Auction Terms: Seller has read the proposed terms and conditions for the auction, agrees to abide by the terms and conditions, approves the use of such terms and conditions, and agrees the Auctioneer may publish and disclose the terms and conditions to prospective Purchasers.

Payments: Auctioneer may accept payment from the Purchasers in the form of cash, certified funds, bank check, or wire transfer. Auctioneer will have no responsibility for collection of any payment that is not good or completed for any reason. Auctioneer will deposit all payments received in its escrow account until closing.

Escrow Agent: Seller designates Auctioneer to hold any earnest money deposit made in accordance with the purchase and sale of the property. Earnest money deposit may be held in an interest bearing account. Escrow agent will retain any and all interest earned on the earnest money deposit.

In the event of Purchaser default, the earnest money deposit shall be divided equally between Seller and Auctioneer, after reimbursement of all expenses advanced to market and conduct the auction. The property will then be resold in a manner approved by the Auctioneer.

In the event that the winning Bidder fails to execute the Contract of Sale and pay the required earnest money deposit, a penalty of up to two thousand five hundred (\$2500.00) will be charged to the credit card provided at registration by the winning Bidder. Auctioneer makes no guarantee or warranty of collection of this penalty as the penalty may exceed the winning Bidder's available credit limit. Payment of this penalty shall not affect other remedies available to the Seller for such failure.

The penalty will be held in the Auctioneer's escrow account. If the winning Bidder does not dispute and contest the charges, the penalty shall be divided equally between Seller and Auctioneer, after reimbursement of all expenses advanced to market and conduct the auction. These funds will be disbursed at the Auctioneer's discretion. The property will then be resold in a manner mutually agreed upon by the Auctioneer and Seller.

Seller Initials _____

Auctioneer Initials _____

In any legal action involving the Auctioneer regarding the earnest money, including any inter-pleader action initiated by the Auctioneer, all legal expenses reasonably incurred by the Auctioneer including all discovery and appeals expenses shall be advanced from the Earnest Money and then borne by the party against which final judgment is rendered or as otherwise ordered by the court.

To the extent allowed by law, Seller agrees to hold the Auctioneer harmless against any and all claims or damages arising from payment or application of the earnest money and the Auctioneer shall not be liable to Seller for damages or otherwise for any action taken in connection with the earnest money provided however, that this release of liability shall not apply to willful acts of malfeasance by the Auctioneer.

Closing Statement: Seller authorizes the settlement agent to furnish to Auctioneer and Selling Broker, if any, copies of the final settlement statement for the transaction.

Accounting: After closing, the Auctioneer will prepare and provide an Auction Summary Report for the Seller. The report will include copies of documents pertaining to the transaction and promotion and advertising materials.

Indemnification: To the extent allowed by law, the parties agree that a party at fault will hold the other harmless from, and indemnify the other against, any claim, action, suit, cost, damage, deficiency, expense, loss, or liability of every kind, including attorneys' fees and costs of defense, that the other incurs as a result of any act, error, negligence, omission, or wrongdoing attributable to the party at fault, which arises out of the auction, the breach of any term of this contract, or the offering or sale of the Property, except as otherwise provided herein.

Risk of Loss and Insurance: Auctioneer, its administrators, agents, assigns, attorneys, beneficiaries, contractors, devisees, employees, executors, heirs, legatees, representatives, and successors in interest will not be responsible or liable for any loss or damage to the Property regardless of cause including, but not limited to, negligence, fire, theft, vandalism, act of God, act of terrorism, or other casualty, damage, or destruction.

Choice of Law and Venue: This contract will be construed and governed solely in accordance with the laws of the state of Georgia. The exclusive venue for any controversy or claim between the parties will be the County of Coweta, Georgia.

Notice: A party must immediately notify the other, by both telephone and written notice, should that party have a concern, complaint, issue, or problem with the other's performance under this Agreement, in order to provide the other with an early opportunity to address and remedy any such matter.

Any notices required or permitted to be given shall be given in writing and shall be delivered by certified mail, email, facsimile, or overnight mail, and such notices shall be addressed to Seller's or Auctioneer's address or fax number listed in this agreement.

Representation: Seller has read the foregoing contract and thoroughly understands the contents thereof. Seller further represents that Seller hereof makes statements and that the same are true to the best of Seller's knowledge and that this contract contains and sets forth the entire agreement of the parties.

Warranty: The undersigned Seller hereby warrants that it holds title by tax deed to the property so identified to be listed on Exhibit A and by other deed of conveyance to be listed on Exhibit A and/or has the authority to execute this agreement.

Contract: It is mutually agreed that this contract is binding and obligatory upon the Seller, his/her heirs, administrators, executors, personal representatives, assigns, and successors in interest.

Seller Initials _____

Auctioneer Initials _____

Seller Initials _____

Auctioneer Initials _____

Seller Name: City of Newnan, Georgia
25 LaGrange St
Newnan, Georgia 30263

Signature _____
for City of Newnan, Georgia

Date _____

Auctioneer: Terry Howe & Associates, Inc.
3186 Wade Hampton Blvd
Taylors, SC 29687
864.268.4399

Signature _____
for Terry Howe & Associates, Inc. by its

Property Location - Parcel Number
10 Second Street-N03-0002-009
105-Rear W. Washington Street-N22-0003-019
113 W. Washington Street-N22-0003-012
14 Hill Street-N32-0003-005
140 Spring Street-N09-0002-024
200 W. Washington Street-N43-004
203 W. Washington Street - N42-0002-010
23 Davis Street-N14-0004-011
24 Pratt Street - N25-0003-004
25 Smith Street-N54-024
3 Melson Street - N08-0001-008
34 Ray Street - N22-0012-003
37 Westgate Park Lane - N43A-063
64 Berry Avenue N34-0001-017
71 Belt Road - N42-0001-006
74 Belt Road - N42-0002-003
76 Belt Road - N42-0002-004
77 Berry Avenue - N56-008
85 Belk Road - N42-0001-011
9 Roberts Road - N34-0002-020
Bullsboro Drive - N57-466
Portico Place - SG7-320
Sunset Lane - N25-0002-003
Timberlane Subdivision - W08 525
12 Dewey Street - N13-0003-008-10
145 W. Washington Street - N24-0007-006
41 Ray Street-N22-0005-005
94 Sunset Lane - N24-0003-008
23 Dewey Street - N13-0004-013



City of Newnan, Georgia - Mayor and Council

Date: June 28, 2019

Agenda Item: Consideration of Extension of Pool Operation Agreement between the City of Newnan and the Young Men's Christian Association of Metropolitan Atlanta, Inc.

Prepared and Presented by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider a term extension to the current agreement with the Young Men's Christian Association of Metropolitan Atlanta, Inc. (YMCA) for the purposes of operating the Lynch Park Pool.

Background: In March 2017, the City of Newnan entered into an agreement with the YMCA for the purposes of operating the Lynch Park Pool. Lynch Park Pool, which is located at 23 Richard Allen Drive includes a 4,200 square foot pool, a mushroom water feature, four lanes for recreational lap swimming, a water slide and dedicated catch pool, a splash fountain, tables, chairs and umbrellas as well as a 2,000 square foot concession, restroom and administrative facility.

Annually, the City of Newnan reviews operations and maintenance agreements supporting certain facilities in order to protect the City's capital investment as well as to provide our citizens and visitors alike with the highest quality, most engaging and efficient services.

In anticipation of the summer season, City staff engaged the YMCA to review the previous years' operations and promote any modifications to the existing agreement that would likely result in improved services. Discussions included the current operating hours as well as supplemental programming (i.e. special events, promotions, etc.), asset maintenance (i.e. chemical testing, pump equipment, etc.) and pricing.

Items of particular interest are:

- Current agreement will terminate on October 1, 2019;
- Proposed agreement term: three (3) year term; terminating October 1, 2022;
- 30 day written notice to terminate agreement
- Proposed fee(s) remain consistent at \$3/person/day
- Proposed operation schedule:
 - Season: Memorial Day – Labor Day
 - Facility will be open 12:00pm – 7:00pm Monday, Tuesday, Wednesday, Thursday
 - Facility will be open 12:00pm – 6:00pm Friday, Saturday, Sunday
 - On those days when Coweta County public schools are in regular session, the facility will be open 12:00pm – 6:00pm Saturday and Sunday
- Enhanced marketing of pool activities and YMCA programs
- YMCA member guest policy (no additional payment for YMCA members)

Funding: General Fund

Recommendation: In an effort to provide enhanced recreational pool services, City staff recommends that the Newnan City Council authorize the execution of the extension to the Pool Operation Agreement between the City of Newnan and the YMCA of Metropolitan Atlanta, Inc. as presented herein.

Attachments: Pool Operation Agreement between the City of Newnan and the Young Men's Christian Association of Metropolitan Atlanta, Inc.

Previous Discussions with Council: Newnan City Council reviewed, considered and approved the original Pool Operation Agreement between the City of Newnan and the Young Men's Christian Association of Metropolitan Atlanta, Inc. in March 2017.

POOL OPERATION AGREEMENT

THIS POOL OPERATION AGREEMENT (the "Agreement"), is made and entered into as of the _____ day of _____, 2019, by and between The City Of Newnan ("Owner"), having an office at 25 LaGrange St., Newnan, Georgia 30263, and **Young Men's Christian Association of Metropolitan Atlanta, Inc.**, a Georgia non-profit corporation ("Operator"), having an office at 100 Edgewood Avenue, N.E., Suite 1100, Atlanta, Georgia 30303.

RECITALS:

A. Owner owns a swimming pool facility located at Lynch Park 23 Richard Allen Dr. Newnan GA 30263 is (the "Pool Facility") which serves the residents of the Newnan and the Coweta County community; and

B. Owner desires to retain Operator to operate the Pool Facility and provide certain services with respect to the Pool Facility, and Operator is willing to perform such services for Owner, on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, Owner and Operator, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, mutually agree as follows:

ARTICLE I

APPOINTMENT AND TERM

1.1 Appointment. Owner hereby appoints Operator as the exclusive independent contractor to perform the Services (as such term is hereinafter defined), and Operator hereby accepts such appointment, on the terms and conditions hereinafter set forth.

1.2 Term. This Agreement shall commence as of the date hereof and shall continue in full force and effect for a period of three (3) years; terminating October 1, 2022. Except as otherwise provided herein, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

ARTICLE II

DUTIES OF OPERATOR

2.1 Operation of Pool Facility. Operator agrees to operate the Pool Facility during the term of this Agreement in accordance with the operation schedule set forth in Exhibit A attached hereto and by reference made a part hereof. Operator further agrees to provide certain services

in connection with the operation of the Pool Facility which services are more particularly set forth in Exhibit B attached hereto and by reference made a part hereof (the "Services").

2.2 Books and Records. Operator shall maintain a system of books and records concerning use of the Pool Facility, maintenance of the Pool Facility and any financial transactions with respect to the Pool Facility. The Pool Facility books and records shall be maintained at Operator's central office or at such other place as Operator shall reasonably determine, and Owner shall have access to such books and records during normal business hours upon twenty-four (24) hours prior written notice.

2.3 Reports. Operator shall arrange for the annual inspection of the Pool Facility and shall promptly communicate to Owner the results of such annual inspection. Operator shall promptly notify Owner in writing of all significant occurrences and circumstances affecting the Pool Facility or its operation or affecting in any manner the interest of Owner in and to the Pool Facility. In addition, Operator shall promptly investigate and make a full written report to Owner as to all accidents and claims for damage relating to the operation and maintenance of the Pool Facility, which reports shall include any damage or destruction to the Pool Facility.

2.4 Employment of Personnel. Operator shall have the duty to hire, pay, supervise and discharge the personnel necessary to be employed to properly maintain and operate the Pool Facility in accordance with the obligations of Operator under this Agreement. Such personnel shall in every instance be employees of Operator and not of Owner. Operator shall be responsible for the compensation and fringe benefits for such employees and for all payroll taxes, F.I.C.A. and similar items with respect to such employees. Operator shall directly control the time and manner of the work and services to be performed by the employees of Operator and Operator shall comply with all applicable federal, state and local laws, ordinances and regulations applicable to such employees.

ARTICLE III

DUTIES OF OWNER

3.1 Owner Responsibilities. Owner agrees to be responsible for and to provide certain services in connection with the Pool Facility as more particularly set forth in Exhibit C attached hereto and by reference made a part hereof.

3.2 Compliance with Laws. Owner shall use reasonably diligent efforts to comply with and cause the Pool Facility to be kept and maintained in compliance with (a) all applicable laws, statutes and ordinances; (b) all applicable rules, regulations and orders of any governmental authority having jurisdiction, including, without limitation, building codes and fire regulations; (c) any occupancy certificate issued pursuant to any law, regulation or rule by any public officer; (d) the provisions of any fire and casualty insurance policy or policies insuring Owner's interest in the Pool Facility; and (e) the provisions of any lease, agreement, mortgage or other instrument affecting the Pool Facility. In addition, Owner shall review the results of the annual inspection of the Pool Facility and respond in writing to the Operator—setting forth the steps, if any, which will be taken to address the matters revealed by the annual inspection report

which require action by Owner to comply with applicable laws, ordinances, rules or regulations or to ensure the safety or security of the Pool Facility.

3.3 Permits. Operator shall, at Owner's sole cost and expense, maintain all permits, licenses or other legal authorizations required by any state, county or municipal authority having jurisdiction over the Pool Facility.

ARTICLE IV

COMPENSATION

In consideration of Operator's performance of the Services, Owner shall pay Operator a fee as more particularly set forth in Exhibit D attached hereto and by reference made a part hereof. If Owner fails to pay Operator in accordance with the fee schedule set forth in Exhibit D, then Operator shall have the right to immediately terminate this Agreement upon written notice to Owner.

ARTICLE V

INSURANCE AND INDEMNIFICATION

5.1 Liability Insurance. Owner shall carry comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and such other insurance as Owner reasonably deems necessary for the protection of Owner's interests Operator **shall also carry comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and such other insurance as Operator reasonably deems necessary for the protection of Operator's interests**. Comprehensive general liability insurance policies shall contain a severability of interest clause and coverage for contractual liability and personal injury liability. In the event of any loss or liability of any kind covered by the insurance provided for herein, the parties intend to look to the insurance for recovery, without any right of subrogation by the insurer against either party to this Agreement. Owner's liability insurance will not provide coverage for the Operator in the event of Operator's gross negligence or willful misconduct. **Each party agrees to deliver to the other party certificates of insurance evidencing the insurance coverage required to be carried by each party hereunder.**

5.2 Indemnification.

(a) Operator shall indemnify and hold harmless Owner against any claims, damages, losses and liabilities arising out of (i) any failure of Operator promptly to perform any of its obligations under this Agreement, provided such failure was not caused by Owner, (ii) any acts of the Operator beyond the scope of the Operator's authority hereunder not authorized or ratified by Owner, and (iii) any gross negligence or willful misconduct of Operator, its agents or employees.

(b) Except as set forth in paragraph 5.2(a) above, to the extent provided by law, Owner shall indemnify and hold harmless Operator from and against any and all claims (and reasonable attorney's fees related thereto), damages, losses, and liabilities arising out of or in connection with any gross negligence or willful misconduct of Owner, its agents or employees.

5.3 Operator's Insurance. Operator shall carry worker's compensation insurance and provide evidence of such coverage to Owner.

5.4 Waiver of Claims, Environmental Indemnity. Operator shall not be liable or accountable, in damages or otherwise, to Owner for any act or failure to act performed by it in good faith and which does not constitute fraud, bad faith, willful misconduct, gross negligence or a material breach of this Agreement by Operator. To the extent provided by law, Owner will also defend, indemnify and hold harmless Operator, its affiliates and each of their respective directors, officers, members, employees and agents from and against all claims arising from or in any way connected with the presence, release or discharge of any hazardous materials, hazardous substances, hazardous wastes or similar substances affecting all or any portion of the Pool Facility unless (a) such claims arise from the gross negligence or willful misconduct of Operator, its affiliates or any of their respective directors, members, officers, employees or agents and (b) there has been a final determination of such gross negligence or willful misconduct.

5.5 No Liability. Notwithstanding any provision contained herein to the contrary, Operator shall have no liability to Owner for (a) any use of the Pool Facility which occurs outside of the scheduled hours of operation as set forth in Exhibit A attached hereto, or (b) the loss of or damage to any personal property of any person using the Pool Facility, or (c) Owner's failure to take any required corrective action with respect to the Pool Facility.

5.6 Survival. The provisions of this Article 5 will survive the expiration or earlier termination of this Agreement.

ARTICLE VI

GENERAL

6.1 Notices.

Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered by hand or sent by United States Certified Mail, postage prepaid, or by nationally recognized overnight courier service to the party being given such notice at the following addresses:

Owner: City of Newnan
25 LaGrange St., Newnan, Georgia 30263
Attention: Cleatus Phillips, City Manager
Phone: 770-253-2682

Operator: Young Men's Christian Association of Metropolitan Atlanta, Inc.
100 Edgewood Avenue, Suite 1100 Atlanta, Georgia 30303
Attention: Shane Gann
Phone: 770-254-9622

Either party may change said address by giving the other party notice of such change of address in writing.

For purposes of this Contract, the time of actual delivery, if made in person or by overnight courier, or three (3) days after the date of postmark, if by mail, shall be deemed the date of any notice, demand or delivery. Any attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected or which cannot be completed because of a changed address of which no notice was given, shall be deemed to be and constitute receipt of such notice. Any notice to a party may be given by such party's legal counsel.

6.2 Covenant of Further Assurances. The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

6.3 No Joint Venture. Operator is an independent contractor and this Agreement shall not be construed as a partnership or joint venture between Owner and Operator. Operator shall not be deemed an agent or employee of Owner and Operator is not authorized to enter into any agreement or create any obligations on behalf of Owner.

6.4 Successors and Assigns. Neither party may assign its rights under this Agreement without the prior written approval of the other party. Subject to the restrictions on transfers set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Whenever in this Agreement a reference to any entity or party is made, such reference shall be deemed to include a reference to the successors and permitted assigns of such entity or party.

6.5 Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance of the obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by such party under this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement.

6.6 Additional Remedies. The rights and remedies of the parties under this Agreement shall not be mutually exclusive; the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof.

6.7 Attorneys' Fees. In the event of any controversy, claim or action being filed between the parties respecting this Agreement or in connection with the Pool Facility, the prevailing party shall be entitled, in addition to all expenses, costs or damages, to reasonable attorneys' fees and disbursements, whether or not such controversy was litigated or prosecuted to judgment.

6.8 Entire Agreement. This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, oral or written. Nothing in this Agreement is intended to, nor shall it be deemed to, confer any benefits on any third party.

6.9 Severability. If any provisions of this Agreement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent, the remainder of this

Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6.10 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles or Sections shall refer to the corresponding Article or Section of this Agreement, unless specific reference is made to the Articles or Sections of another document or instrument.

6.11 Amendment. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by both parties.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

6.13 Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drawn such provision.

6.14 Governing Law. This Agreement and the obligations of Owner and Operator shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia. Jurisdiction and venue on any claims arising out of the Agreement shall be in the Superior, State or Magistrate Court of Coweta County, Georgia.

[SIGNATURES COMMENCE ON NEXT PAGE]

IN WITNESS WHEREOF, Owner and Operator have caused this Agreement to be executed as of the day and year first above written.

OWNER:

_____, a

By: _____

Name: _____

Title: _____

OPERATOR:

**YOUNG MEN'S CHRISTIAN ASSOCIATION
OF METROPOLITAN ATLANTA, INC.,** a
Georgia non-profit corporation

By: _____

Name: Billy Holley

Title: Executive Vice President and CFO

EXHIBIT A

Pool Facility Operation Schedule

The Pool Facility shall be open for use beginning on Memorial Day and shall remain open through Labor Day. The hours of operation shall be 12:00 p.m. – 7:00 p.m. every Monday, Tuesday, Wednesday and Thursday and 12:00 p.m. – 6:00 p.m. every Friday, Saturday and Sunday. Notwithstanding the foregoing, on those days when the Coweta County public schools are in regular session, then the hours of operation shall be from 12:00 p.m. to 6:00 p.m. every Saturday and Sunday.

Owner Initial: _____
Operator Initial: _____

EXHIBIT B

Operator Services and Administrative Duties

Operator shall be responsible for providing the following services with respect to the Pool Facility:

1. Screening, hiring, paying, scheduling and supervising of lifeguards and swim instructors. Lifeguards shall not provide swimming instruction while on duty. All lifeguards shall have advanced life saving certificates and training in CPR and first aid.
2. Maintaining all necessary records to operate the Pool Facility, including monitoring membership and collection of guest fees, if any.
3. Providing a certificate of insurance to Owner as set forth in the Agreement.
4. Basic pool operation:
 - (a) Picking up all litter and trash.
 - (b) Cleaning restrooms
 - (c) Testing and recording the water quality daily and reporting any problems to the designated representative of Owner.
 - (d) Vacuuming the pool.
 - (e) Determining inclement weather schedules and, if necessary, closing the Pool Facility.
 - (f) Adhering to Owner's guidelines for use of the Pool Facility.
 - (g) Notifying the Owner of any needed maintenance or repairs to the Pool Facility.
 - (h) Handling discipline problems as set forth in Exhibit E attached to the Agreement.
5. Preparing the Pool Facility for use with pump room cleaned and stocked with supplies needed to clean and maintain pool, maintenance completed and water chemistry at the levels required by the board of health agency having jurisdiction over the Pool Facility. This includes:
 - (a) Water analysis prior to opening pool.
 - (b) Cleaning of pump room and bathrooms.
 - (c) Stocking of chemicals and other supplies needed for pool water.

- (d) Operation and maintaining water quality of pool.
- (e) Providing technical advice regarding pool.
- (f) Closing of pool and winterizing of pool.
- (g) Stocking of cleaning and paper supplies, trash can liners, etc. needed for operation of pool.

6. Operator shall maintain the water quality of the pool within the following tolerances while the pool is open to swimmers:

Free chlorine	1.0-3.0 ppm
PH	7.2-7.8 ppm
Total alkalinity	80-150 ppm
Cyanuric acid	less than 100 ppm
Calcium	greater than 200 ppm

7. Provide programs for pool activities – open swim, swim lessons, family events, water safety, etc.

8. Market Y programs and Pool Activities.

9. Manage revenue generated by summer passes and daily pool passes

10. Provide waivers/consent to use forms and facility usage agreements with all groups/rentals. All groups must provide a certificate of insurance adding the Y and the City of Newnan as an additional insured on their policy.

11. Manage revenue generated by summer passes and daily pool passes and provide annual performance report to City that outlines usage and pool financials.

12. Assist the City with developing the annual pool operating schedule and associated fees.

13. Operator shall maintain the following fee schedule:

Daily Fee	\$3.00 per person
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*additional fees, including but not limited to monthly and/or seasonal memberships shall be agreed upon by the Operator and Owner

Owner Initial: _____
Operator Initial: _____

EXHIBIT C

Owner Responsibilities and Obligations

Owner shall be responsible for providing the following items or services in connection with the Pool Facility:

1. Provide all utilities required to operate the Pool Facility safely.
2. Provide at no charge to Operator the following equipment needed to operate the Pool Facility properly:
 - (a) Standard community pool test kit.
 - (b) A pole long enough to reach all portions of the pool bottom from the deck.
 - (c) A vacuum head and a hose long enough to reach all parts of the pool interior.
 - (d) A wall brush (stainless steel, where needed).
 - (e) A garden hose (with pressure nozzle) long enough to reach all parts of the pool deck from the supplied hose bibs.
 - (f) A hand held skimmer.
 - (g) Skimmer baskets with handles.
 - (h) Skimmer lids.
 - (i) Skimmer weirs.
 - (j) A telephone from which emergency calls to police, fire department and ambulance can be made.
 - (k) All signage for the Pool Facility.

Such equipment shall be in place prior to the opening of the pool season and shall be in good working order. In addition to the above equipment, Owner shall also provide Operator with any other equipment required by any governmental authorities or agencies having jurisdiction over the Pool Facility.

3. Provide a telephone (communication costs covered by Operator) for emergency use and the names and numbers of two persons who can be contacted during pool operation as follows:

Name:

Telephone Number:

Mark Johnston
Scott Odom

404-535-1146
678-673-9756

4. Provide all repairs and improvement to facilities in excess of \$50.00 per occurrence, for items including but not limited to pool mechanical/chemical systems, building and grounds, pool/furniture accessories, etc.
5. Support the Y's marketing efforts to help maximize enrollment in Y aquatic programs
6. Post pool rules and provide a copy to Operator. Such rules shall include at a minimum the rules set forth in Exhibit F attached to the Agreement.
7. Provide a certificate of insurance to Operator as set forth in the Agreement.
8. Provide necessary support for all disciplinary problems that Operator's staff may encounter.
9. Follow safety and pool rules as established by state and local governmental authorities and agencies having jurisdiction over the Pool Facility.
10. Provide Operator with full access to the Pool Facility during the scheduled hours of operation.
11. Provide subsidy to operating budget and provide financial assistance for community based programs/pool usage that have been identified by city and county initiatives and existing partnership.
12. Make sure pool facilities are always ADA compliant (pool access with handicap pool lift, rescue oxygen, AED) and meets the Virginia Graeme Baker Pool Act.
13. Mow and maintain the grounds surrounding pool facility.

Owner Initial: _____
Operator Initial: _____

EXHIBIT D

Payment Schedule

Owner shall pay Operator an estimated fee of \$40,000.00, which fee shall be paid as follows:

1. Fifty (50%) of the estimated fee shall be paid within sixty (60) days of the execution of the Pool Operation Agreement and by the 15th day of April in following years. Amount shall be non-refundable.
2. The Owner and Operator will agree to an adjusted balance in October of each year based upon actual net operating position as presented by the YMCA.
3. The sum of the adjusted balance shall be made payable on or before the fifteenth (15th) day of October of each year.
4. Thereafter, an annual request for funding will be submitted to the City Manager by the first Monday in October for approval by City Council. Upon any extension or renewal of this Agreement, the YMCA and City shall agree to an adjusted compensation amount, to be based on 1) the program of services that may be agreed to for the extension or renewal term concerned.

Owner Initial: _____
Operator Initial: _____

EXHIBIT E

Discipline Guidelines

The following discipline guidelines shall be used by Operator in operating the Pool Facility:

Class I Violations.

Running, rough or dangerous play in or out of the water, general pool rules violations, yelling and boisterous conduct. These violations will be dealt with on the following basis:

First offense- reprimand

Second offense- 5-30 minute ejection depending on severity of infraction

Third offense- ejection for one full day (after contacting Owner's representative and parent of child)

Fourth offense- ejection for one week

Class II Violations.

These include but are not limited to the following conduct: being present under the influence of drugs or alcohol, theft and destruction of property. In the event immediate disciplinary action is needed, lifeguards may suspend the offenders for the duration of the day. It is not necessary to contact the Owner's representative for a temporary suspension. However, notification shall be made as soon as action is taken. Non-compliance by any person with any discipline imposed will be construed to be the next offense. All problems will be reported to the Owner's representative. A record of such problems will be maintained by the lifeguards and a copy will be given to Owner's representative.

Owner Initial: _____
Operator Initial: _____

EXHIBIT F

Pool Rules

1. Running, splashing, shoving or dunking is not permitted.
2. Food and beverages are allowed only in designated areas.
3. Possession or use of alcoholic beverages and/or tobacco products at the Pool Facility are not permitted.
4. Profanity, improper behavior, intoxication, and vulgar remarks are prohibited.
5. Bicycles and skateboards are not allowed in the pool area.
6. Swimming when the facility is closed is prohibited.
7. One person at a time on pool ladders.
8. No sitting or hanging on lifelines.
9. No climbing on lifeguard stands or sitting in a lifeguard's chair.
10. Emergency equipment is to be used by lifeguards only.
11. Water Slide:
 - (a) Only one person allowed down the slide at a time;
 - (b) Slide should be mounted by steps only;
 - (c) Swimmer must wait for previous swimmer to move to pool side ladder;
 - (d) Climbing up the slide reverse is not allowed:
 - (e) Swimmers must slide feet first on their back ;
 - (g) Flotation devices of any sort are not allowed in slide area.
12. Persons with open sores or rashes are not allowed in pool area.
13. Spitting or spouting water is prohibited.
14. Chewing gum in the water is prohibited.
15. Pets are not allowed in the pool area.
16. First aid equipment is to be used only by qualified personnel.

17. Pump room is off limits to unauthorized persons.
18. Glass or breakable objects are not permitted inside the fenced-in area of the pool.
19. No child under eight (8) years of age may enter the pool area unless accompanied by an individual eighteen (18) years or older.
20. Individuals may be asked by a lifeguard to complete a swim test. The swim test will consist of swimming two laps (long length of the pool) and treading water for one minute in the deep end.
21. Lifeguards are to have a minimum ten minute break during busy times. During this break, lifeguards will not be on duty and neither the lifeguards nor the Operator shall be responsible for people using the pool during said break. All children under nineteen (19) years of age must be completely out of the pool.
22. Lifeguards are not baby-sitters. Their primary responsibility is to insure the safety of swimmers. When the attention of the lifeguard is diverted from pool to toddlers or younger children walking unsupervised around the perimeter of the pool, all swimmers are at increased risk. Parents are responsible for the supervision and safety of their children at the pool. Upper arm floats are not to be considered lifesaving devices and children wearing these require strict parental supervision.

Owner Initial: _____
Operator Initial: _____

EXHIBIT G

YMCA Member Access

Summit Family YMCA members will have access to use pool facilities during posted operating schedule without additional daily guest fees. Y members must present their Y membership card and have an active membership in good standing. YMCA member guest will be considered pool participants and will be charged the appropriate daily fees.



City of Newnan, Georgia - Mayor and Council

Date: June 18, 2019

Agenda Item: Annexation Request - Annex2019-02

Prepared and Presented by: Tracy S Dunnavant, Planning Director

Purpose: Charles Douglas, on behalf of Anne Marie Douglas, Betty Ingram Smith, and Jefferson James Davis is requesting the annexation of tax parcel #s 062B 114, 062B 114A and a .25-acre strip in between the two parcels into the city limits. The parcels contain approximately 5.14± acres and are located at 36 Franklin Road and off Helen Street. The tracts are currently the site of a single-family home and vacant land.

Land Owner	Tax ID Numbers	Acreage	Location
Ann Marie Douglas	062B 114	1.00 ± acres	36 Franklin Rd
Betty Ingram Smith	N/A	.25	Helen St
Jefferson J. Davis	062B 114A	3.89± acres	Helen St

Background: Charles Douglas is asking the Council to annex a total of 5.14± acres located at 36 Franklin Road and along Helen Street into the city limits. The first parcel currently houses a single-family home and the two others consist of vacant land. The annexation would abut the city limits on its eastern border. The petitioner is requesting zoning designations of CGN (General Commercial District) for 2.96± acres on the front to build an urgent care facility or commercial offices and RML (Residential Multi-Family Dwelling – Lower Density District) for the balance of the land (2.18± acres) to the rear which will be combined with an additional 9.85 acres currently inside the city limits for the purpose of developing a 96-unit apartment complex.

If Council decides to pursue annexation and zoning of these tract, Staff will contact Coweta County to begin the required mitigation procedures.

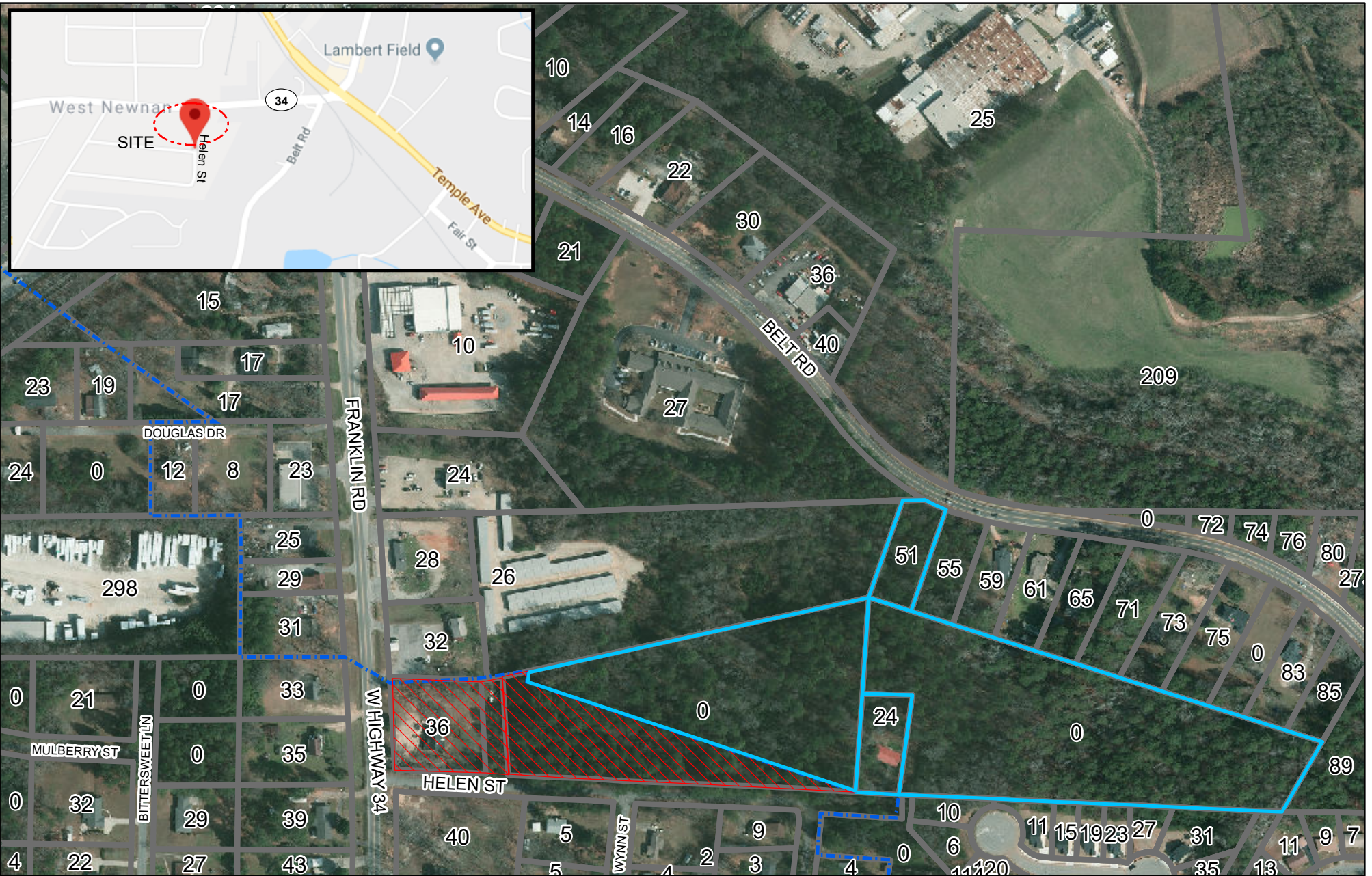
Options:

- A. Act to Pursue Annexation/Rezoning
- B. Deny the Annexation/Rezoning petition

Recommendation: Should Council decide that the annexation could be in the best interest of the City of Newnan, this request should be forwarded to the Planning Commission for a zoning recommendation. Otherwise, the application should not be considered.

Attachments: Letter of Intent
Location Map
Application for Annexation

Previous Discussions with Council: None.



CITY OF NEWNAN | Project Location



CITY OF NEWNAN
 PLANNING DEPT.
 25 LAGRANGE STREET
 NEWNAN, GEORGIA 30263
www.ci.newnan.ga.us



1 inch = 300 feet

LEGEND

- Project Rezoning
- Annexation
- PARCELS
- CITY LIMITS

ADDRESS

FRAKLIN RD @ HELEN ST
 NEWNAN GA. 30263

06/10/2019

Charles Douglas
439 Pierce Chapel Road
Newnan, GA 30263
(770) 328-4002

To The City of Newnan:

The tracts for the proposed annexation are 36 Franklin Highway, Newnan, GA 30263 (Tax ID# 062B 114), Tax Parcel # 062B 114A and the .25 acre strip in between the two parcels. Coweta County has this property zoned RC. The present use of these parcels are one single-family residence and undeveloped land. The applicant is proposing the zoning be CGN to accommodate an urgent care facility and/or commercial offices for the front 2.96 acres and a 96 unit apartment complex for the rear 2.18 acres which will be combined with the 9.85 acres to the south of the property already in the City and seeking rezoning.

Sincerely,

A handwritten signature in black ink, appearing to read 'CD', with a long, sweeping flourish extending to the right.

Charles Douglas



CITY OF NEWNAN, GEORGIA
Planning and Zoning Department

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

APPLICATION FOR ANNEXATION

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

Name of Applicant CHARLES DOUGLAS

Mailing Address 439 PIERCE CHAPEL ROAD; NEWNAN, GA. 30263

Telephone 770-328-4002 Email: Cddouglas4@yahoo.com

Property Owner (Use back if multiple names) ⁽²⁾ see attached sheet

Mailing Address ''

Telephone '' Fax ''

Address/Location of Property 36 W. HIGHWAY 34

County Zoning Classification RC Requested Zoning Classification RML & CGN

Present Land Use UNDEVELOPED WOODS & SINGLE FAMILY RESIDENCE

Upon receipt of this application for annexation of property to the City, such application shall be placed on an agenda of the City Council meeting within 60 days of the filing of such application. The City Council shall evaluate the application, and if it is decided that the City will pursue annexation, the zoning request for the property is forwarded to the Planning Commission for a zoning recommendation.

Petitioners for annexation must present to the Planning & Zoning Department the following information:

A petition for annexation into the City of Newnan, Georgia, which shall be in the form of a letter and include:

- Petitioner's Name
- Mailing Address
- Contact Telephone Number
- Address or Tax Map Number of the property(s) proposed for annexation
- County Zoning Classification(s)
- Requested Zoning Classification(s)
- Present Land Use of the property(s)
- Proposed Land Use of the property(s)

e-mail.

A completed property owners authorization form (attachment A). If multiple properties are being requested a separate application shall be submitted.

A legal description of the property(s) and a legal description for each zoning classification being requested.

- ✓ A survey by a licensed and registered land surveyor (which shall show, at a minimum, the extents of the property, size in acres, adjacent property owners, and the existing city limits line). One paper plat 18" x 24" minimum size and a digital copy in pdf format.
- ✓ A check in the amount of \$600.00/Plus fees per acre as determined by the requested zoning classification payable to the City of Newnan.
 - Single-Family Zoning Classification.....\$15.00 Per Acre
 - Multi-Family Zoning Classification.....\$25.00 Per Acre
 - Office/Institutional Zoning Classification.....\$15.00 Per Acre
 - Commercial Zoning Classification.....\$25.00 Per Acre
 - Industrial Zoning Classification.....\$15.00 Per Acre
- ✓ A list of all property owners with addresses within 250 feet of the property(s) being annexed.

The City Council may reject the application or refer it to the Planning Commission to consider zoning and other relevant planning issues including whether the proposed annexation meets the intent of the Comprehensive Plan and whether the property should be annexed. If the annexation is to be passed to the Planning Commission, the City shall notify Coweta County of intent to annex within 5 business days of receipt of the request for annexation. This notification shall include all relevant data pertaining to the proposed land use of the area to be annexed. Upon receiving a recommendation from the Planning Commission, the City Council may choose to proceed with annexation of the property. The annexation shall be effective on the last day of the calendar quarter during which the annexation occurred.

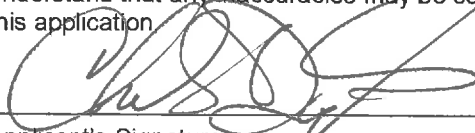
The procedure for rezoning of the property is identical to that of a conventional rezoning except the hearing before the Council shall be conducted prior to the annexation of the subject property into the City.

The zoning classification approved by the City following the hearing shall become effective on the later of:


- The date the zoning is approved by the Council, and
- The date the annexation becomes effective pursuant to O.C.G.A. §30-30-4

All annexation into the City of Newnan shall meet all of the requirements for resolution of land use conflicts as required by State House Bill 489 (refer to Article 10, §10-4 of the Newnan Zoning Ordinance).

I do hereby certify that the information provided herein is both complete and accurate to the best of my knowledge, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.


 Applicant's Signature

June 4th 2019
 Date

FOR OFFICIAL USE ONLY	
DATE RECEIVED	<u>6/10/2019</u>
RECEIVED BY	



City of Newnan, Georgia

Attachment A

Property Owner's Authorization

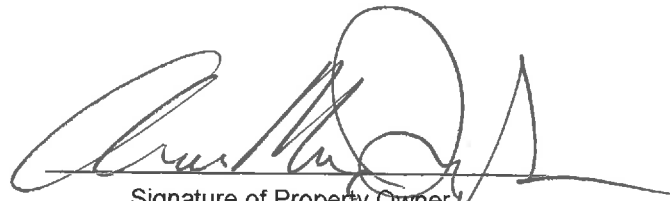
The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name of Property Owner Anne-Marie Douglas

Telephone Number 770-301-7939

Address of Subject Property 36 Franklin Hwy
Newnan, GA 30253

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.


Signature of Property Owner

Personally appeared before me

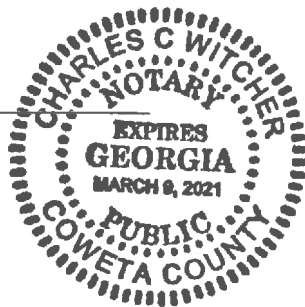
Anne Marie Douglas

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Charles C. Witcher
Notary Public

June 7th 2019
Date

(Affix Raised Seal Here)





City of Newnan, Georgia

Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner Betty Ingram Smith

Telephone Number 770-403-9460

Address of Subject Property 0 Helen Street

See attachment

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Betty Ingram Smith
Signature of Property Owner

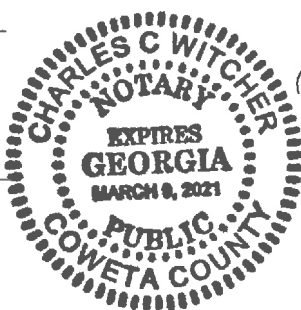
Personally appeared before me

Betty Ingram Smith

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Charles C. Witcher
Notary Public

June 3, 2019
Date



(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on 6/3/, 2019 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

See attachment

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

Betty Ingram Smith

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Betty Ingram Smith
Signature of Applicant

Betty Ingram Smith 6/3/2019
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Charles C. Witcher June 3, 2019
Signature of Notary Public Date

(Affix Raised Seal Here)



¹ Business entity may be a corporation, partnership, limited partnership, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment A
Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property.

Name of Property Owner JEFFERSON JAMES DAVIS

Telephone Number 404-357-2562

Address of Subject Property HELEN STREET

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Jefferson James Davis
Signature of Property Owner

Personally appeared before me

JEFFERSON JAMES DAVIS

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Signature]
Notary Public

My Commission Expires
February 16, 2020

06-06-2019
Date



ANNEXATION

Anne-Marie Douglas
439 Pierce Chapel Rd
Newnan, Ga. 30263
770.301.7939

Betty Smith
139 LaGrange St
Newnan, Ga. 30263
770.251.0431

James J. Davis
C/O Chip Barron |
Apt A64 17th St. NE
Atlanta, Ga. 30309
770.301.6843

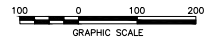
Legal Description for:
That Portion of Land currently in Coweta County to
be Annexed into the City of Newnan

All that tract or parcel of land lying and being in Land Lot 37 of the 5th District of Coweta County, Georgia and being more particularly described as follows

Beginning at a point located at intersection of the southerly right-of-way line of Georgia State Highway No. 34 (100' R/W) and the eastern right-of-way line of Helen Street (50' R/W), travel thence along the southern right-of-way line of Georgia State Highway No. 34, North 86degree -58 minutes - 43 minutes East a distance of 209.00 feet to a point; travel thence South 03 degrees - 17 minutes - 16 seconds West a distance of 209.49 feet to a point; travel thence South 06 degrees - 36 minutes - 15 seconds West a distance of 1.03 feet to a point; travel thence South 11 degrees - 04 minutes - 06 seconds East a distance of 339.14 feet to a point; travel thence along the City of Newnan City Limits line an arc length of 508.08 feet to a point, said curve having a radius of 7,920.00 feet (1.5 miles), a chord distance of 583.95 feet and a chord bearing of South 23 degrees - 29 minutes - 13 seconds West to a point; travel thence North 88 degrees - 44 minutes - 38 seconds West a distance of 86.24 feet to a point located on the easterly right-of-way line of Helen Street; travel thence said right-of-way line North 03 degrees - 38' minutes - 42 seconds East a distance of 75.19 feet to a point; travel thence North 03 degrees - 02 minutes - 47 seconds East a distance of 552.90 feet to a point; travel thence North 02 degrees - 59 minutes - 49 seconds East a distance of 180.13 feet to a point, ; travel thence North 02 degrees - 20 minutes - 56 seconds East a distance of 50.00 feet to a point; travel thence North 03 degrees - 11 minutes 23 seconds East a distance of 209.00 feet to a point and the True Point of Beginning.

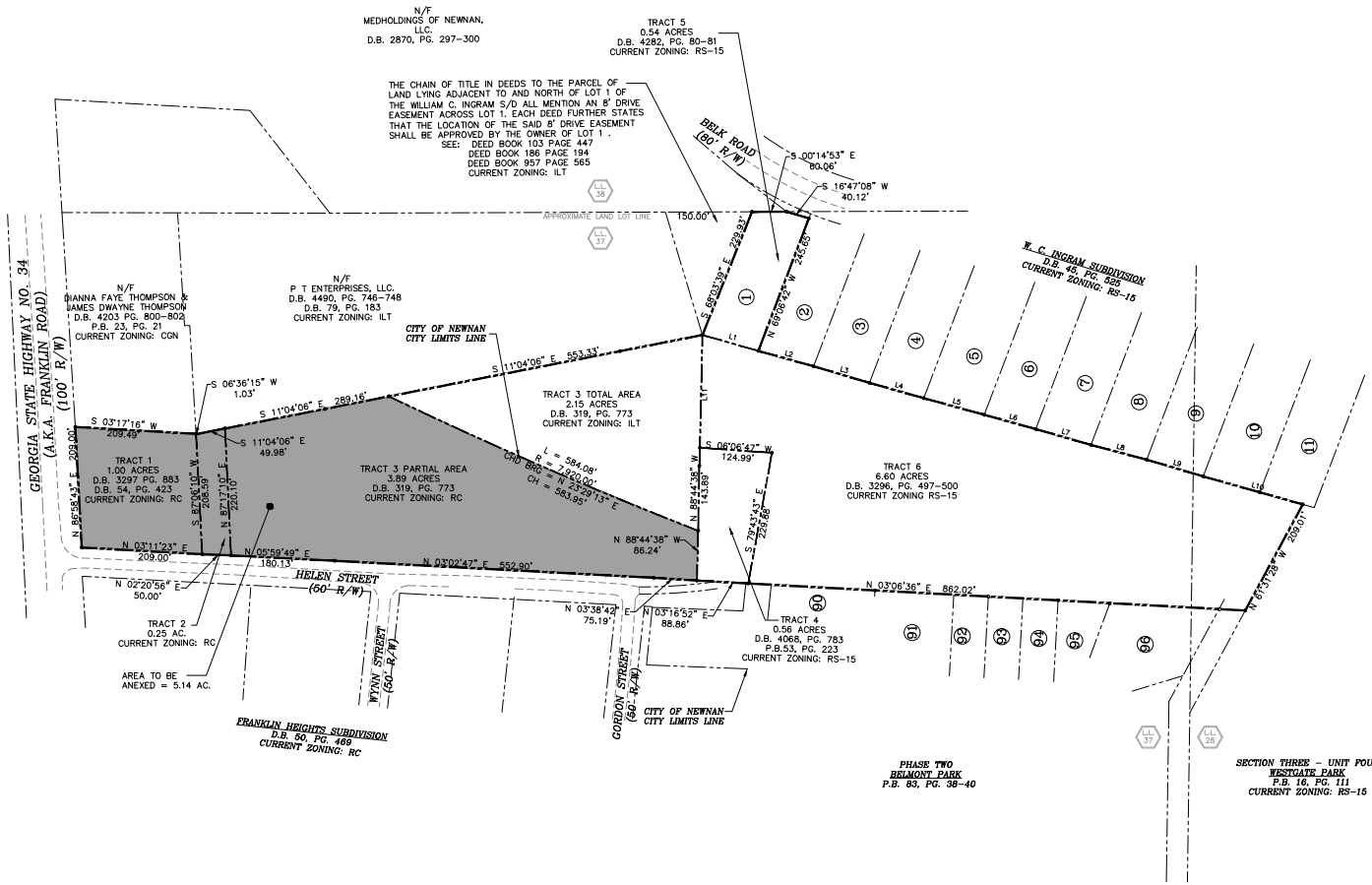
Said Parcel of land contains 5.14 acres more or less.

Jun 04, 2019 - 10:50am - C:\Backup\NAN\Projects\Jana\DOUGLAS_CHARLES\101-CURRENT ZONING.dwg



LINE	BEARING	DISTANCE
L1	S 15°53'11" W	100.63'
L2	S 15°30'35" W	99.41'
L3	S 16°31'51" W	100.92'
L4	S 15°44'33" W	97.70'
L5	S 15°20'12" W	108.64'
L6	S 15°30'50" W	92.61'
L7	S 16°01'41" W	99.41'
L8	S 14°50'01" W	99.88'
L9	S 16°28'09" W	102.01'
L10	S 15°42'34" W	179.17'
L11	N 88°43'56" W	195.15'

LOCATED IN COWETA COUNTY
 LOCATED IN CITY OF NEWNAN



SITE PLAN
HORIZ. SCALE: 1" = 100'



H & A
 HOVEY & ASSOCIATES INC.
 ENGINEERING CONSULTANTS
 135 HUNTING LANE SUITE 10
 FAYETTEVILLE, GA 30215
 PHONE: 770-480-2200
 EMAIL: NEWNAN@H&A.COM



SCALE: HORIZONTAL: 1" = 50'
VERTICAL: N/A

NO.	DATE	DESCRIPTION
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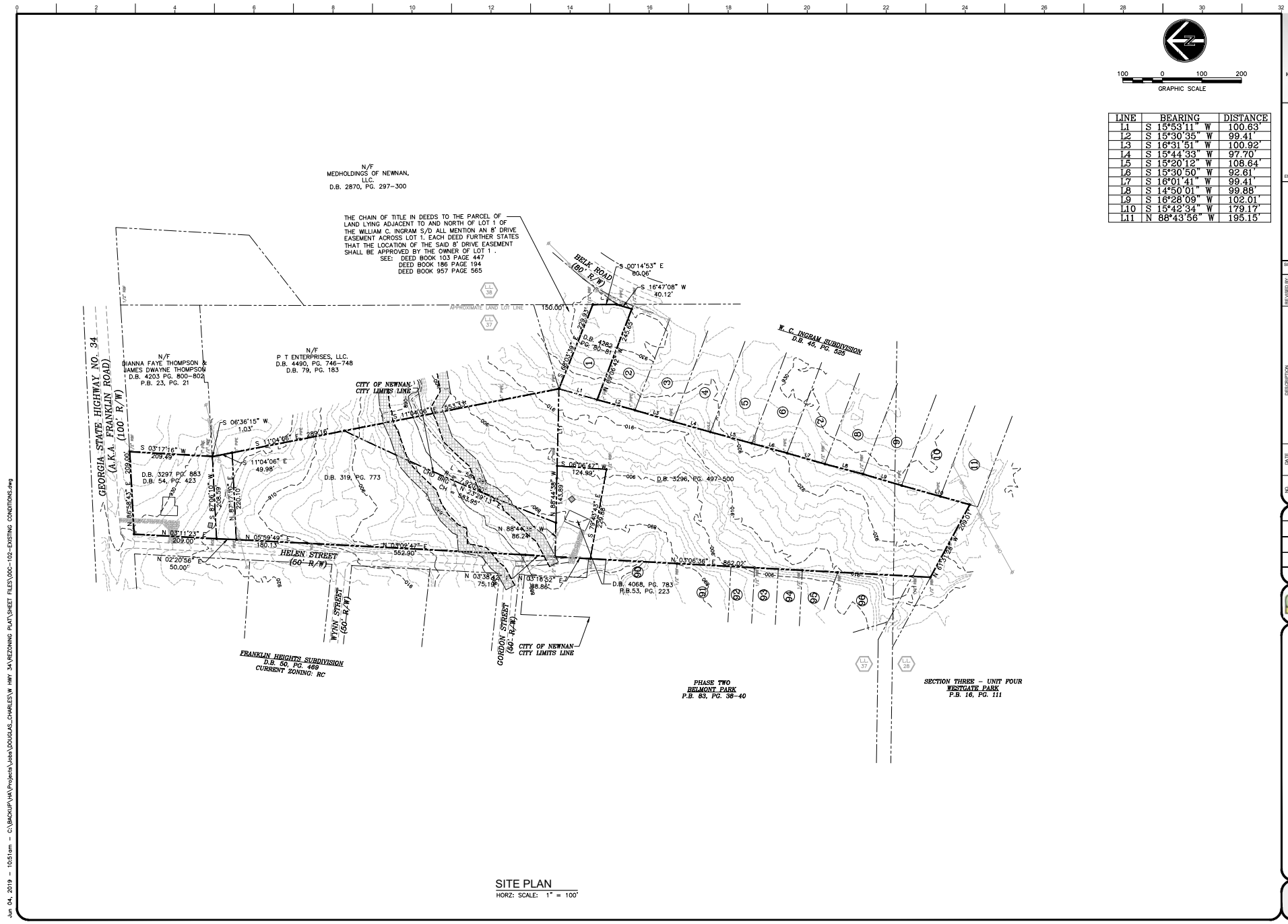
DRAWN BY: M. GRAY
 DESIGNED BY: D. HOVEY
 CHECKED BY: D. HOVEY
 ISSUE DATE: 06/03/2019
 PROJECT NUMBER: 20190020



ANNEXATION PLAN
 FOR
 CHARLES DOUGLAS
 COUNTY LL 37 & 28 - 5TH DISTRICT
 .38 W HWY 34, CITY OF NEWNAN, COWETA COUNTY, GA
 CURRENT ZONING

SHEET
C.1.1

Jun 04, 2019 - 10:51am - C:\Backup\NVA\Projects\JesseDouglas_CharlesN_Hwy_34\REZONING PLAT\SHEET FILES\00C-102-EXISTING CONDITIONS.dwg



N/F
MEDHOLDINGS OF NEWMAN,
LLC.
D.B. 2870, PG. 297-300

THE CHAIN OF TITLE IN DEEDS TO THE PARCEL OF LAND LYING ADJACENT TO AND NORTH OF LOT 1 OF THE WILLIAM C. INGRAM S/O ALL MENTION AN 8' DRIVE EASEMENT ACROSS LOT 1, EACH DEED FURTHER STATES THAT THE LOCATION OF THE SAID 8' DRIVE EASEMENT SHALL BE APPROVED BY THE OWNER OF LOT 1.
SEE: DEED BOOK 103 PAGE 447
DEED BOOK 186 PAGE 184
DEED BOOK 857 PAGE 565

N/F
BIANNA FAYE THOMPSON &
JAMES DWAYNE THOMPSON
D.B. 4203 PG. 800-802
P.B. 23, PG. 21

N/F
P T ENTERPRISES, LLC.
D.B. 4490, PG. 746-748
D.B. 79, PG. 183

D.B. 3297 PG. 883
D.B. 54, PG. 423

D.B. 319, PG. 773

D.B. 3296, PG. 497-500

D.B. 4068, PG. 783
P.B. 53, PG. 223

FRANKLIN HEIGHTS SUBDIVISION
D.B. 50, PG. 469
CURRENT ZONING: RC

PHASE TWO
BELMONT PARK
P.B. 83, PG. 38-40

SECTION THREE - UNIT FOUR
WESTGATE PARK
P.B. 18, PG. 111

SITE PLAN
HORZ: SCALE: 1" = 100'



LINE	BEARING	DISTANCE
L1	S 15°53'11" W	100.63
L2	S 15°30'35" W	99.41
L3	S 16°31'51" W	100.92
L4	S 15°44'33" W	97.70
L5	S 15°20'12" W	108.64
L6	S 15°30'50" W	92.61
L7	S 16°01'41" W	99.41
L8	S 14°50'01" W	99.88
L9	S 16°28'09" W	102.01
L10	S 15°42'34" W	179.17
L11	N 88°43'56" W	195.15



HOVEY & ASSOCIATES INC.
ENGINEERING CONSULTANTS
138 HUNTING LANE SUITE 10
PHILADELPHIA GA 30534
PHONE: 770-468-2200
EMAIL: JDOUGLAS@H&A.COM

PREPARED FOR:
OWNER / DEVELOPER
24 HOUR CONTACT
CHARLES DOUGLAS
439 PIERCE CHAPEL RD
NEWMAN, GA 30553
CONTACT: CHARLES DOUGLAS
PHONE: 770-468-4600
EMAIL: CDOUGLAS@H&A.COM



SCALE: HORIZONTAL: 1" = 100'

VERTICAL: N/A

NO.	DATE	DESCRIPTION
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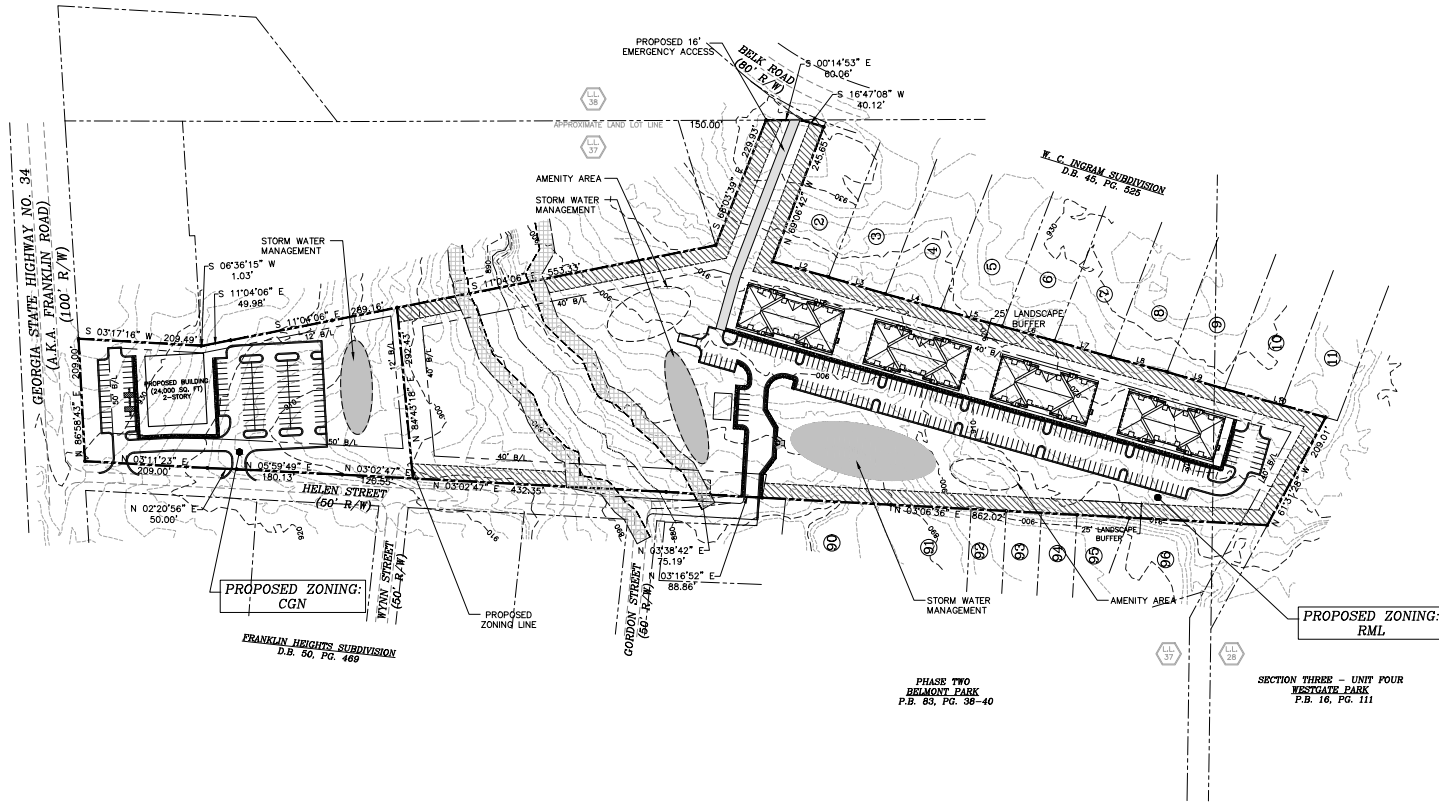
DRAWN BY:
M. GRAY
DESIGNED BY:
D. HOVEY
CHECKED BY:
D. HOVEY
DATE DATE:
06/03/2019
PROJECT NUMBER:
20190020



ANNEXATION PLAT
FOR
CHARLES DOUGLAS
COUNTY LL 37 & 28 - 5TH DISTRICT
38 W HWY 34, CITY OF NEWMAN, COWETA COUNTY, GA
EXISTING CONDITIONS

SHEET
C1.2

Jun 04, 2019 - 10:50am - C:\Backup\PA\Projects\Jaha\DOUGLAS_CHARLES\1\HWY 34\REZONING PLAT\SHEET FILES\DOC-102-CONCEPT PLAN.dwg



SITE PLAN
HORZ. SCALE: 1" = 100'



LINE	BEARING	DISTANCE
L2	S 15°30'35" W	99.41'
L3	S 16°31'51" W	100.92'
L4	S 15°44'33" W	97.70'
L5	S 15°20'12" W	108.64'
L6	S 15°30'50" W	92.61'
L7	S 16°01'41" W	99.41'
L8	S 14°50'01" W	99.88'
L9	S 16°28'09" W	102.01'
L10	S 15°42'34" W	179.17'



H & A
HOVEY & ASSOCIATES INC.
ENGINEERING CONSULTANTS
130 HUNTING LANE SUITE B
PHENIXVILLE, GA 30569
PHONE: 770-460-2200
EMAIL: CHARLES@H&A.COM

PREPARED FOR:
OWNER / DEVELOPER
24 HOUR CONTACT
CHARLES DOUGLAS
439 PIERCE CHAPEL RD
NEWNAM, GA 30253
CONTACT: CHARLES DOUGLAS
PHONE: 770-460-4600
EMAIL: CDOUGLAS@H&A.COM



SCALE: HORIZONTAL: 1" = 100'
VERTICAL: N/A

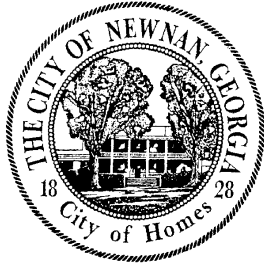
NO.	DATE	DESCRIPTION
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DESIGNED BY:
M. GRAY
CHECKED BY:
D. HOVEY
DATE:
06/03/2019
PROJECT NUMBER:
20190020



ANNEXATION PLAT
FOR
CHARLES DOUGLAS
COUNTY LL 37 & 28 - 5TH DISTRICT
38 W HWY 34, CITY OF NEWNAM, COWETA COUNTY, GA
PROPOSED CONCEPT PLAN

SHEET
C1.3



City of Newnan, Georgia - Mayor and Council

Date: June 18, 2019

Agenda Item: Rezoning Request RZ2019-06, Charles Douglas for 9.85 ± acres located on Helen Street and Belk Road (Tax Parcel #s N42 0001 001, N43 002; 062B 165, and 062B 114A)

Prepared and Presented by: Tracy S. Dunnivant, Planning Director

Purpose: To inform the City Council that RZ2019-06 is before the Planning Commission for consideration and a recommendation on the requested zoning classification.

Background: Charles Douglas has submitted an application for the rezoning of 9.85 ± acres located on Helen Street and Belk Road. The request is to rezone the properties from ILT (Light Industrial District) and RS-15 (Suburban Residential Single-Family Dwelling District – Medium Density) to RML (Residential Multi-Family Dwelling – Lower Density District) for the purpose of constructing a 96-unit apartment complex. Mr. Douglas is also seeking an annexation of 2.18 acres which will be combined with this tract as part of the project.

Current Zoning

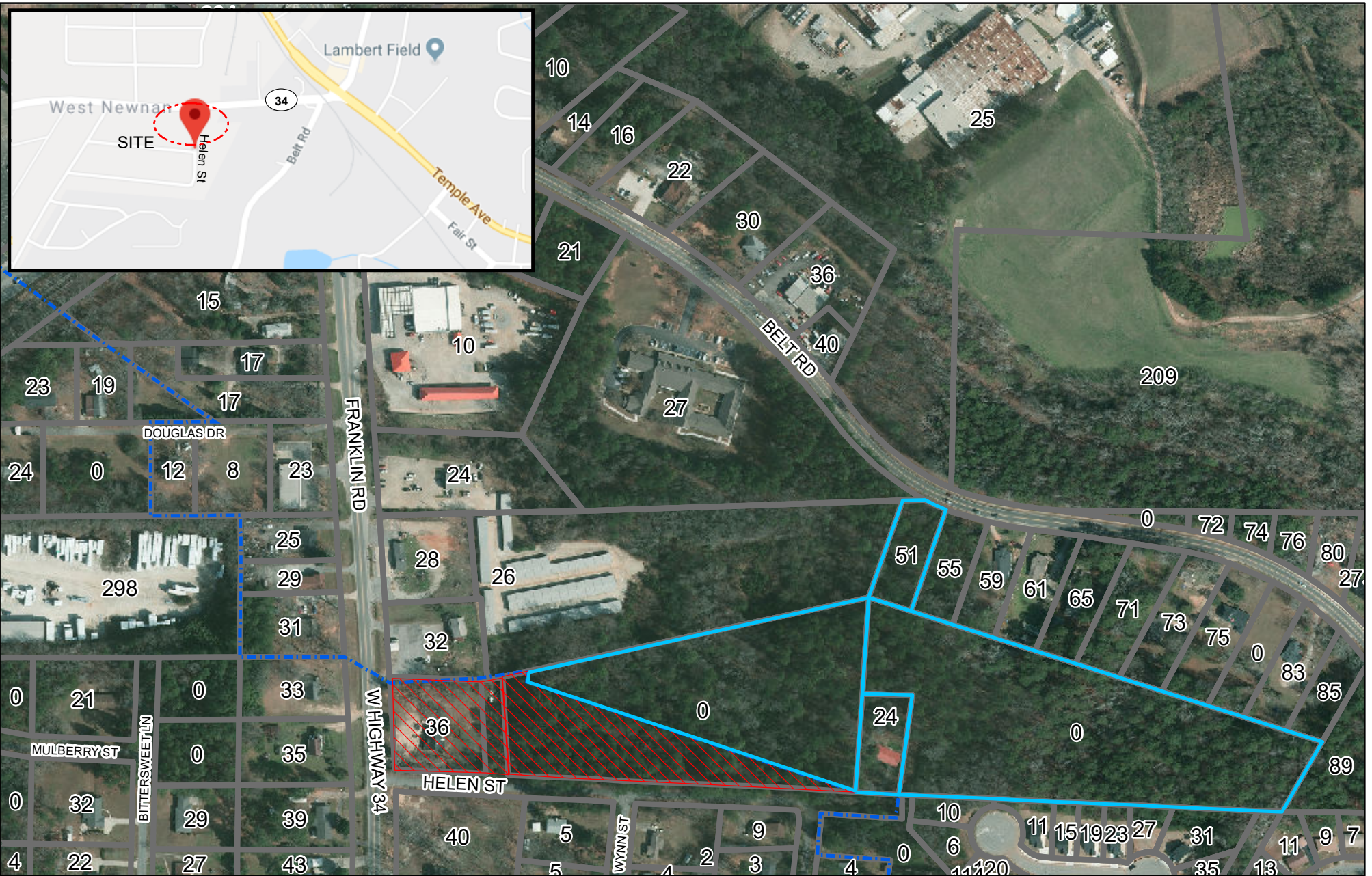
Tax Parcel #	Acres	Zoning	Units
N42 0001 001	0.54±	RS-15	RS-15 will allow up to 2.5 units per acre; ILT does not allow residential
N43 002	6.60±	RS-15	
062B 165	0.56±	RS-15	
062B 114A	2.15±	ILT	

Requested Zoning

Tax Parcel #	Acres	Zoning	Units
N42 0001 001	0.54±	RML	96 proposed multi-family apartment units
N43 002	6.60±		
062B 165	0.56±		
062B 114A	2.15±		

Attachments: Application for Rezoning
Location Map

Previous Discussions with Council: None



CITY OF NEWNAN | Project Location



CITY OF NEWNAN
 PLANNING DEPT.
 25 LAGRANGE STREET
 NEWNAN, GEORGIA 30263
www.ci.newnan.ga.us



1 inch = 300 feet

LEGEND

- Project Rezoning
- Annexation
- PARCELS
- CITY LIMITS

ADDRESS

FRAKLIN RD @ HELEN ST
 NEWNAN GA. 30263

REZONING

Charles Douglas
439 Pierce Chapel Rd
Newnan, Ga. 30263

To City of Newnan,

I am requesting the rezoning of property located at 36 Franklin Hwy, Newnan, Ga. 30263, containing 14.99 acres . My request includes 2.96 acres to be rezoned to CGN and the remaining 12.03 acres to be rezoned to RML. The present zoning is RS IS ILT. Total proposed apartment units is 96 with standard buffers. The property is currently being used as two single family residences and undeveloped woods. There is city sewer and water on said property.

Charles Douglas

A handwritten signature in black ink, appearing to read 'Charles Douglas', with a long horizontal stroke extending to the right.

770.328.4002



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

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

APPLICATION TO AMEND ZONING MAP

Note to Applicant: Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline *will not be accepted.*

Name of Applicant CHARLES DOUGLAS

Mailing Address 439 PIERCE CHAPEL ROAD; NEWNAN, GA. 30263

Telephone 770-328-4002 Email: _____

Property Owner (Use back if multiple names) see attached sheet

Mailing Address "

Telephone "

Address/Location of Property _____

Tax Parcel No.: N42 0001 001 Land Lot 28 & 37
N43 002; 062B 165; 062B 114A

District/Section 5TH Size of Property (Square Feet or Acres) 12.03

Present Zoning Classification: RS-15; ILT Proposed Zoning Classification: RML

Present Land Use: UNDEVELOPED; WOODS; SINGLE FAMILY RESIDENCE

To the best of your ability, please answer the following questions regarding the application:

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable
growth, need housing this side of town

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made
N/A

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions?
Because of location of property & the growth of the city. Needs to be on west side. where there is a great need.

Please attach all the following items to the completed application:

1. A letter of intent giving the details of the proposed use of the property which should include, at a minimum, the following information:
 - What the property is to be used for, if known.
 - The size of the parcel or tract.
 - The zoning classification requested and the existing classification at the filing of this application.
 - The number of units proposed.
 - For non-residential projects, provide the density of development in terms of floor area ratio (FAR).
 - Any proposed buffers and modification to existing buffers.
 - Availability of water and sewer facilities including existing distance to property.
2. Name and mailing addresses of all owners of all property within 250 feet of the subject property (available from the County Tax Assessor records). This is encouraged to be submitted in a mail merge Microsoft Word data file format.
3. Legal description of property. This description must establish a point of beginning; and from the point of beginning, give each dimension bounding the property that the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested. A copy of the deed may substitute for a separate description.
4. A certified plat (stamped and dated) drawn to scale by a registered engineer, architect, land planner, land surveyor, or landscape architect that shall include the following information:
 - ✓ Boundary survey showing property lines with lengths and bearings
 - ✓ Adjoining streets, existing and proposed, showing right-of-way
 - ✓ Locations of existing buildings dimensioned and to scale, paved areas, dedicated parking spaces, and other property improvements
 - ✓ North arrow and scale
 - ✓ Adjacent land ownership, zoning and current land use
 - ✓ Total and net acreage of property
 - ✓ Proposed building locations
 - ✓ Existing and proposed driveway(s)
 - ✓ Lakes, ponds, streams, and other watercourses
 - ✓ Floodplain, wetlands, and slopes equal to or greater than 20 percent
 - ✓ Cemeteries, burial grounds, and other historic or culturally significant features
 - ✓ Required and/or proposed setbacks and buffers
5. Submit one (1) copy in an 18" x 24" format and one copy in a pdf digital file format.
6. Completed Proffered Conditions form.
7. Completed Disclosure of Campaign Contributions and Gifts form.
8. If the applicant and the property owner are not the same, complete the Property Owner's Authorization form and/or the Authorization of Attorney form.
9. For multiple owners, a Property Owner's Authorization form shall be submitted for each owner.
10. A community impact study must be submitted if the development meets any of the following criteria:
 - Office proposals in excess of 200,000 gross square feet
 - Commercial proposals in excess of 250,000 gross square feet
 - Industrial proposals which would employ over 500 persons
 - Multi-Family proposals in excess of 150 units

- 11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.
- 12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:
 - Single-Family Application.....\$500.00/Plus \$15.00 Per Acre
 - Multi-Family Application.....\$500.00/Plus \$25.00 Per Acre
 - Office/Institutional Application.....\$500.00/Plus \$15.00 Per Acre
 - Commercial Application.....\$500.00/Plus \$25.00 Per Acre
 - Industrial Application.....\$500.00/Plus \$15.00 Per Acre
 - Mixed Use Application.....\$500.00/Plus Per Acre fee based upon proposed land use.
 - Planned Development Application.....\$500.00/Plus per Acre fee based upon proposed land use.
 - Overlay Zoning Application.....\$350.00

PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.

I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

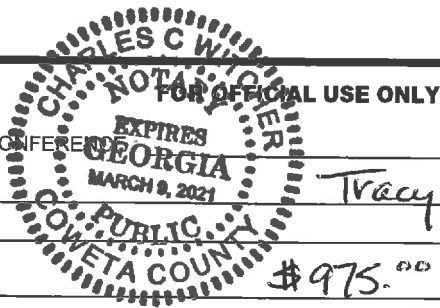
Sworn to and subscribed before me this

3rd day of June, 2019

Signature of Applicant

Notary Public

(Affix Raised Seal Here)



DATE OF PRE-APPLICATION CONFERENCE: _____

RECEIVED BY: Tracy S. Dunnivant

DATE OF FILING: 06/10/2019

FILING FEE RECEIVED: \$975.00

DATE OF NOTICE TO NEWSPAPER: _____

DATE OF PUBLIC HEARING: _____

PLANNING COMMISSION RECOMMENDATION (DATE): _____

DATE OF TRANSMITTAL TO CITY COUNCIL: _____

CITY COUNCIL DECISION (DATE): _____



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.
(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

n/a

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

n/a

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

[Handwritten Signature]

Signature of Applicant

Charles Douglas

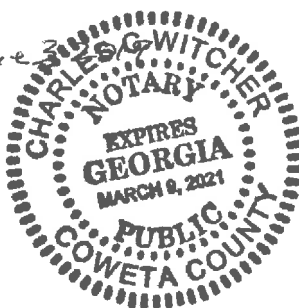
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Harba C. Witek *June 3*

Signature of Notary Public Date



(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on _____, 20__ for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

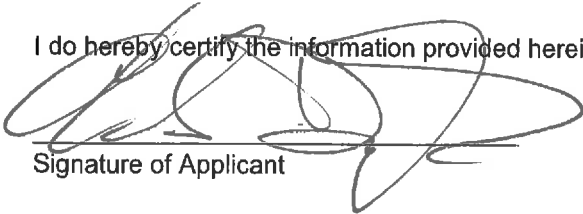
All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
<i>n/a</i>	<i>n/a</i>	<i>n/a</i>

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.


Signature of Applicant

Charles Douglas
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Charles C. Witcher June 3, 2019
Signature of Notary Public Date

(Affix Raised Seal Here)



¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, labor organization, industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment C
Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner _____

Telephone Number _____

Address of Subject Property _____

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Signature of Property Owner

Personally appeared before me

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.

Notary Public

(Affix Raised Seal Here)

Date



City of Newnan, Georgia
Attachment E
Rezoning Checklist

The following is a checklist of information required for the submittal of a rezoning application. The Planning & Zoning Department will not accept an incomplete application.

- Completed application form
- Letter of intent
- Names and addresses of all owners of all property within 250 feet of the subject property
- Legal description of property
- Certified plat
- Completed Attachment A – Proffered Conditions (if applicable)
- Completed Attachment B – Disclosure of Campaign Contributions & Gifts (if applicable)
- Completed Attachment C – Property Owner's Authorization (if applicable)
- Completed Attachment D – Attorney's Authorization (if applicable)
- Community Impact Study (if applicable)
- Filing Fee in the form of a check payable to the **City of Newnan**

Note: Please attach this form to the filing application.



City of Newnan, Georgia
Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner Howard Thornton JR.

Telephone Number 706-550-0691

Address of Subject Property 53 Belt Rd.
Newnan, GA. 30263

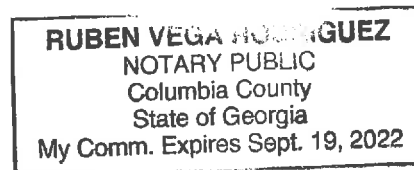
I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

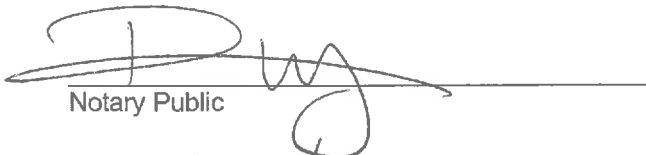

Signature of Property Owner

Personally appeared before me

Howard Thornton Jr.

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.




Notary Public

06/06/2019
Date

(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on 6-6, 2019 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

N/A

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

N/A

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
<u>none</u>	<u>None</u>	<u>None</u>

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

[Signature]
Signature of Applicant

HOWARD THORNTON JR.
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

[Signature] 06/06/19
Signature of Notary Public Date

RUBEN VEGA RODRIGUEZ
NOTARY PUBLIC
Columbia County
State of Georgia
(Affix Raised Seal Here) My Comm. Expires Sept. 19, 2022

¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

(Please refer to §40.130 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

NONE

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

NONE

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.


Signature of Applicant

HOWARD THORNTON JR.
Type or Print Name and Title

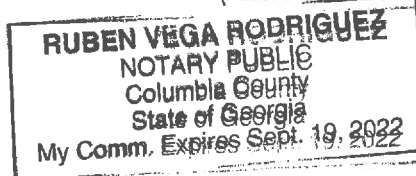
Signature of Applicant's Representative

Type or Print Name and Title


Signature of Notary Public

6/6/19
Date

(Affix Raised Seal Here)





City of Newnan, Georgia
Attachment C

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner Elizabeth T. Elliott

Telephone Number 678-416-3193

Address of Subject Property 24 Helen Street
Newnan, GA 30263

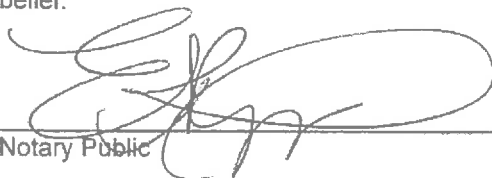
I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.


Signature of Property Owner

Personally appeared before me

Elizabeth T. Elliott

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

ESRA RIGGINS
Notary Public - State of Georgia
Clayton County
My Commission Expires Feb 19, 2021

(Affix Raised Seal Here)

10/16/19
Date



City of Newnan, Georgia
Attachment A
Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of an annexation of the property,

Name of Property Owner JEFFERSON JAMES DAVIS

Telephone Number 404-357-2562

Address of Subject Property HELEN STREET

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Jefferson James Davis
Signature of Property Owner

Personally appeared before me

JEFFERSON JAMES DAVIS

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Signature]
Notary Public

My Commission Expires
February 16, 2020

06-06-2019
Date



REZONING

Thornton Howard Jr.

3005 Roxbury Ct. Augusta, Ga. 30906

706.550.0691

Elizabeth Elliott

140 Mineral Springs Ln. Newnan, Ga. 30263

678.416.3193

Lee Davis

222 Webney Dr. Marietta, Ga. 30068

770.301.6843

James J. Davis

Apt A64 17th St. NE Atlanta, Ga. 30309

770.301.6843

Property owners within 250 feet of property located at Helen St. Newnan Ga.

1. Vargas, Louis and Corina Y.- 40 Franklin Rd, Newnan, Ga. 30263
2. Black, Sally R.- 44 Franklin Rd, Newnan, Ga. 30263
3. Madaris, Nancy- 5 Helen St, Newnan, Ga. 30263
4. Etheridge, Jewell -5 Wynn St. Newnan, Ga. 30623
5. Jackson, David L.- 7 Wynn St. Newnan, Ga. 30263
6. Batir, Sadettin -240 O'Tara Woods Dr. Newnan, Ga. 30263
7. Reese, Richard and Margaret C. -4 Wynn St. Newnan, Ga. 30263
8. Cooper, Sara Ann Estates- 6 Wynn St. Newnan, Ga. 30263
9. Rodriguez, Fortanato-192 West Rd. Senoia, Ga. 30276
10. Hayes, James-3 Gordon St. Newnan, Ga. 30263
11. Cerberus, S. F. R. Holdings II LP/CO Firstkey Homes LLC -Suite 900 1850 Parkway Pl, Marietta, Ga. 30067
12. Belmont Park Homeowners Association Inc. -PO Box 5 235 Corporate Center Dr. Stockbridge, Ga. 30281
13. Geoffrion, Phillip D.-4 Gordon St. Newnan, Ga. 30263
14. Glomba, Alejandro Juan-33 Fair Oaks Ct. Newnan, Ga. 30263
15. Glomba, Alejandro Juan-35 Fair Oaks Ct. Newnan, Ga. 30263
16. Touchstone, Thomas M. and Kelly-3 Plum Ln. Newnan, Ga. 30263
17. Rrcap-SFR IV LLC. -Suite 301 517 Alcove Rd. Mooresville, NC 38711
18. Rrcap-SFR V LLC.-Suite 301 517 Alcove Rd. Mooresville, NC 38711
19. Galloway, Kathleen H.-491 Quarters Rd. Fayetteville, Ga. 30215
20. Cappiello, Tyler V and Trisha – 15 Trotter Ct. Newnan, Ga. 30263
21. Baca, Arnold J. III and Abigail C. Baca- 19 Trotter Ct. Newnan, Ga. 30263
22. Parkinson, Fercival and Nataya Foster Parkinson- 23 Trotter Ct. Newnan, Ga. 30263
23. Clockandbed 1 LLC- 8920 Marion Dr. Duluth, Ga. 30097
24. Underhill, Gary A. -26 Cliffhaven Circle, Newnan, Ga. 30263
25. Stogsdill, Louis – 35 Trotter Circle, Newnan, Ga. 30263
26. Belmont Park Homeowners Association-Box5 235 Corporate Center Dr. Stockbridge, Ga. 30281
27. Elder, Mary – 13 Highland Park Dr. Newnan, Ga 30263
28. Melson, Ruby L. – 11 Highland Park Dr. Newnan, Ga. 30263
29. Moss, Mattie L. Estates- 9 Highland Park Dr. Newnan, Ga. 30263
30. Arnold, Clifford Ann- 7 Highland Park Dr. Newnan, Ga. 30263
31. Caldwell, Charles Edward-1240 County Line Rd. Griffin, Ga. 30024
32. City of Newnan -25 LaGrange St. Newnan, Ga. 30263
33. One Point Properties LLC-668 Boone Rd. Newnan, Ga. 30263
34. Jackson, Emily B. Gibson-172 Fair Oaks Circle, Stockbridge, Ga 30281
35. Jackson, Emily B. Gibson-172 Fair Oaks Circle, Stockbridge, Ga. 30281
36. Calderon, Douglas C. and Teresa K. -235 Yorkshire Pl. Newnan, Ga. 30265
37. City of Newnan-25 LaGrange St. Newnan, Ga. 30263
38. Moses, Maryann – 65 Belk Rd. Newnan, Ga. 30263
39. Willoughby, Daniel S. – PO Box 671 Grantville, Ga. 30220

40. NBA Special Properties LLC-PO Box 632 Newnan, Ga. 30263
41. Bussie, Ada Ethal-662 E 83rd Place 3W Chicago IL, 60619
42. Thornton, Howard Jr.-3005 Roxbury Ct. Augusta, Ga. 30906
43. PT Enterprises-163 Ashley Dr. Carrollton, Ga. 30117
44. Medholdings of Newnan, LLC-1310 San Juan PR. 00920
45. Thompson, Dianna Faye and James Dwayne-186 Kee Rd. Newnan, Ga. 30263
46. Boone, Hollis – 347 Welcome To Arnco Rd. Newnan, Ga. 30263
47. Wallace, James Freddie -29 Franklin Rd. Newnan, Ga. 30263
48. Downtown Newnan Properties, LLC-Suite 1550 3455 Peachtree Rd. NE Atlanta, Ga. 30326
49. Story, J.B. and Sarah Family Partnership LLC-163 Murphy Rd. Newnan, Ga. 30263
50. Goodroe, Hazel Estates and Hazel Goodroe Irrevocable Trust/Randy Story and Susan-163 Murphy Rd. Newnan, Ga. 30263
51. Poplar Rd. Rentals LLC-466 Vanderbuilt Pkwy Newnan, Ga. 30265
52. Medina, Natividad Mercado- 43 Franklin Rd. Newnan, Ga. 30263
53. Cebulski, Henry-45 Franklin Rd. Newnan, Ga. 30263
54. Altabchia, Asad-25 Franklin Rd. Newnan, Ga. 30263
55. Elliott, Elizabeth-140 Mineral Springs Ln. Newnan, Ga 30263
56. Douglas, Anne-Marie – 439 Pierce Chapel Rd. Newnan, Ga. 30263
57. Davis, Jefferson James-Apt A. 64 17th St. NE Atlanta Ga. 30309
58. Belt Rd. LLC – C/O Lee Davis 222 Webney Dr. Marietta, Ga. 30068
59. Medholdings of Newnan, LLC Calle Dalmacia-1310 San Juan PR 00920

Legal Description for:
That Portion of Land currently zoned RC in Coweta
County to be rezoned CGN (City of Newnan)

All that tract or parcel of land lying and being in Land Lot 37 of the 5th District of Coweta County, Georgia and being more particularly described as follows

Beginning at a point located at intersection of the southerly right-of-way line of Georgia State Highway No. 34 (100' R/W) and the eastern right-of-way line of Helen Street (50' R/W), travel thence along the southern right-of-way line of Georgia State Highway No. 34, North 86 degrees -58 minutes - 43 minutes East a distance of 209.00 feet to a point; travel thence South 03 degrees - 17 minutes - 16 seconds West a distance of 209.49 feet to a point; travel thence South 06 degrees - 36 minutes - 15 seconds West a distance of 1.03 feet to a point; travel thence South 11 degrees - 04 minutes - 06 seconds East a distance of 289.16 feet to a point; travel thence South 84 degrees - 43 minutes - 18 seconds West a distance of 292.43 feet to a point; travel thence North 03 degrees - 02 minutes - 47 seconds East a distance of 120.55 feet to a point, travel thence North 05 degrees - 59 minutes - 49 seconds East a distance of 180.13 feet to a point; travel thence North 02 degrees - 20 minutes - 56 seconds East a distance of 50.00 feet to a point; travel thence North 03 degrees - 11 minutes - 23 seconds East a distance of 209.00 feet to a point and the True Point of Beginning.

Said Parcel of land contains 2.96 acres more or less.

Legal Description for:
That Portion of Land currently zoned RS-15 & ILT in
the City of Newnan and RC in Coweta County to be
rezoned RML

All that tract or parcel of land lying and being in Land Lots 28 & 37 of the 5th District of Coweta County, Georgia and being more particularly described as follows

Beginning at a point located at intersection of the southerly right-of-way line of Georgia State Highway No. 34 (100' R/W) and the eastern right-of-way line of Helen Street (50' R/W), travel thence along the southern right-of-way line of Georgia State Highway No. 34, North 86 degrees -58 minutes - 43 minutes East a distance of 209.00 feet to a point; travel thence South 03 degrees - 17 minutes - 16 seconds West a distance of 209.49 feet to a point; travel thence South 06 degrees - 36 minutes - 15 seconds West a distance of 1.03 feet to a point; travel thence South 11 degrees - 04 minutes - 06 seconds East a distance of 289.16 feet to a point and the True point of beginning; travel thence South 11 degrees - 04 minutes - 06 seconds East a distance of 553.33 feet to a point;; travel thence South 68 degrees - 03 minutes - 39 seconds East a distance of 229.93 feet to a point; travel thence South 00 degrees - 14 minutes - 53 seconds East a distance of 60.06 feet to a point; travel thence South 16 degrees - 47 minutes - 08 seconds West a distance of 40.12 feet to a point; travel thence North 69 degrees - 06 minutes - 42 seconds West a distance of 245.65 feet to a point; travel thence South 15 degrees - 30 minutes - 35 seconds West a distance of 99.41 feet to a point; travel thence South 16 degrees - 31 minutes - 51 seconds West a distance of 100.92 feet to a point; travel thence South 15 degrees - 44 minutes - 33 seconds West a distance of 97.70 feet to a point; travel thence South 15 degrees - 20 minutes - 12 seconds West a distance of 108.64 feet to a point; travel thence South 15 degrees - 30 minutes - 50 seconds a distance of 92.61 feet to a point; travel thence South 16 degrees - 01 minutes - 41 seconds West a distance of 99.41 feet to a point; travel thence South 14 degrees - 50 minutes - 01 seconds West a distance of 99.88 feet to a point; travel thence South 16 degrees - 28 minutes - 09 seconds West a distance of 102.01 feet to a point; travel thence South 15 degrees - 42 minutes - 34 seconds West a distance of 179.17 feet to a point; travel thence North 61 degrees - 31 minutes - 28 seconds West a distance of 209.01 feet to a point; travel thence North 03 degrees - 06 minutes - 36 seconds East a distance of 862.02 feet to a point; travel thence North 03 degrees - 16 minutes - 52 seconds East a distance of 88.86 feet to a point; travel thence North 03 degrees - 38 minutes - 42 seconds East a distance of 75.19 feet to a point; travel thence North 03 degrees - 02 minutes - 47 seconds East a distance of 432.35 feet to a point; travel thence North 84 degrees - 43 minutes - 18 seconds East a distance of 292.43 feet to a point and the True Point of Beginning.

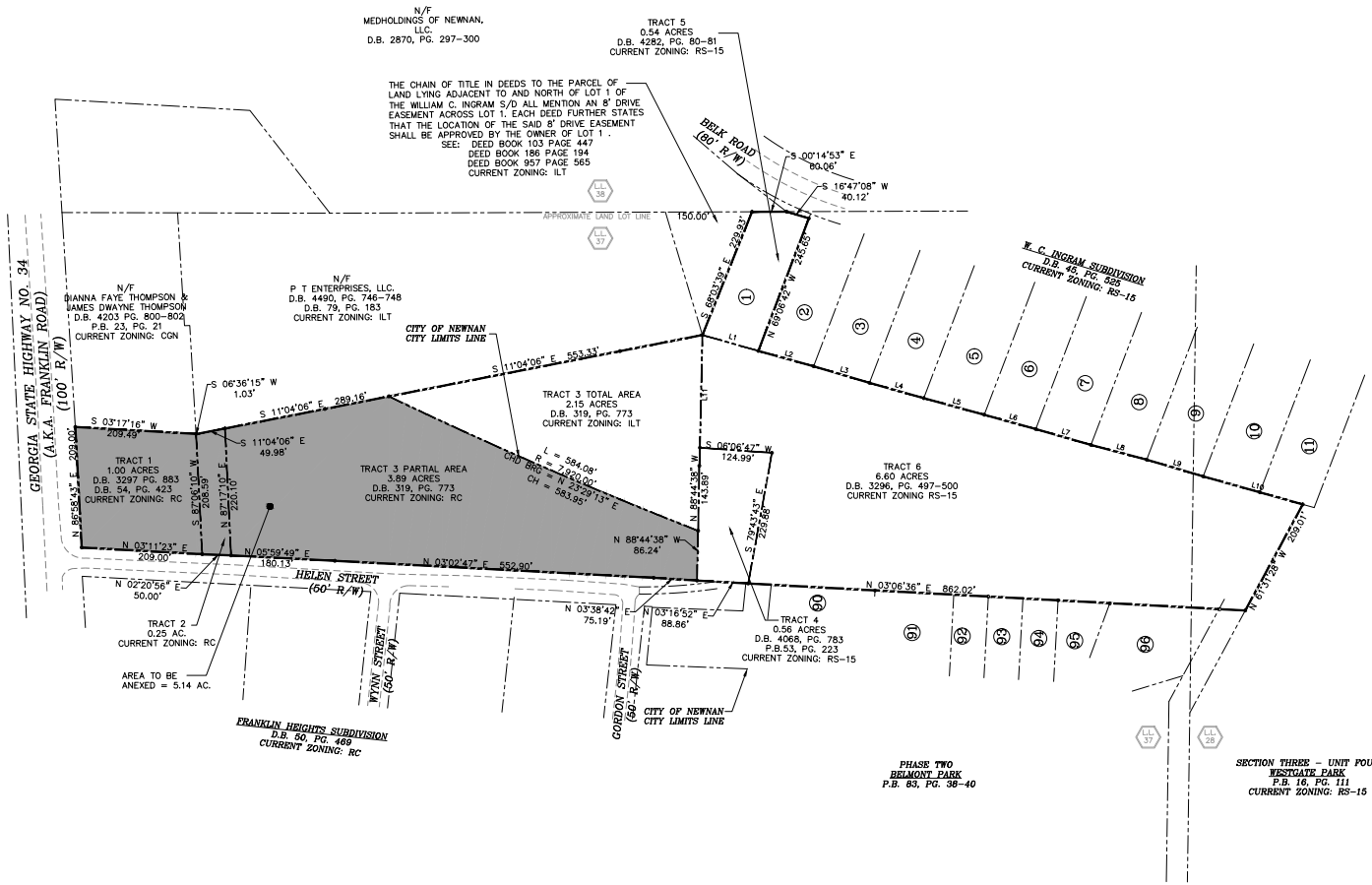
Said Parcel of land contains 12.03 acres more or less.

Jun 04, 2019 - 10:50am - C:\Backup\NAN\Projects\Jana\DOUGLAS_CHARLES\1-01-CURRENT ZONING.dwg



LINE	BEARING	DISTANCE
L1	S 15°53'11" W	100.63'
L2	S 15°30'35" W	99.41'
L3	S 16°31'51" W	100.92'
L4	S 15°44'33" W	97.70'
L5	S 15°20'12" W	108.64'
L6	S 15°30'50" W	92.61'
L7	S 16°01'41" W	99.41'
L8	S 14°50'01" W	99.88'
L9	S 16°28'09" W	102.01'
L10	S 15°42'34" W	179.17'
L11	N 88°43'56" W	195.15'

LOCATED IN COWETA COUNTY
 LOCATED IN CITY OF NEWNAN



SITE PLAN
HORZ. SCALE: 1" = 100'



H & A
 HOVEY & ASSOCIATES INC.
 ENGINEERING CONSULTANTS
 135 HUNTING LANE SUITE 10
 FAYETTEVILLE, GA 30215
 PHONE: 770-480-2200
 EMAIL: NEWNAN@H&A.COM



PREPARED FOR:
 OWNER / DEVELOPER
 24 HOUR CONTACT
CHARLES DOUGLAS
 439 PIERCE CHAPEL RD
 NEWNAN, GA 30253
 CONTACT: CHARLES DOUGLAS
 PHONE: 770-328-4500
 EMAIL: CDOUGLAS@H&A.COM

SCALE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 10'

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

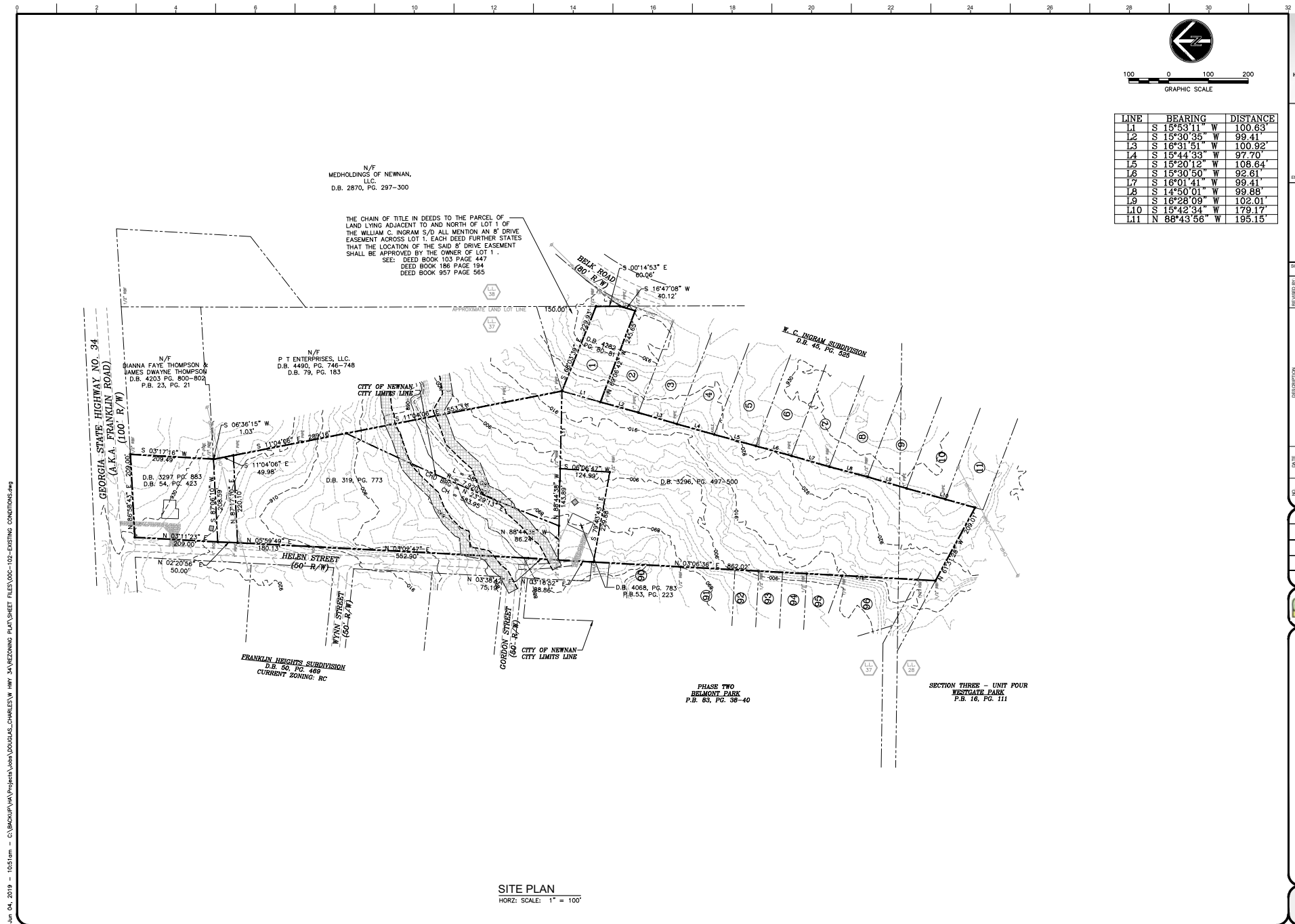
DRAWN BY:
 M. GRAY
 DESIGNED BY:
 D. HOVEY
 CHECKED BY:
 D. HOVEY
 ISSUE DATE:
 06/03/2019
 PROJECT NUMBER:
 20190020



ANNEXATION PLAN
 FOR
 CHARLES DOUGLAS
 COUNTY LL 37 & 28 - 5TH DISTRICT
 38 W HWY 34, CITY OF NEWNAN, COWETA COUNTY, GA
 CURRENT ZONING

SHEET
C.1.1

Jun 04, 2019 - 10:51am - C:\Backup\NVA\Projects\Jana\DOUGLAS_CHARLES\1 - 02 - EXISTING PLAT\SHEET FILES\00C-102-EXISTING CONDITIONS.dwg



N/F
MEDHOLDINGS OF NEWMAN,
LLC.
D.B. 2870, PG. 297-300

THE CHAIN OF TITLE IN DEEDS TO THE PARCEL OF
LAND LYING ADJACENT TO AND NORTH OF LOT 1 OF
THE WILLIAM C. INGRAM S/O ALL MENTION AN 8' DRIVE
EASEMENT ACROSS LOT 1, EACH DEED FURTHER STATES
THAT THE LOCATION OF THE SAID 8' DRIVE EASEMENT
SHALL BE APPROVED BY THE OWNER OF LOT 1.
SEE: DEED BOOK 103 PAGE 447
DEED BOOK 186 PAGE 184
DEED BOOK 857 PAGE 565

N/F
BIANNA FAYE THOMPSON &
JAMES DWAYNE THOMPSON
D.B. 4203 PG. 800-802
P.B. 23, PG. 21

N/F
P T ENTERPRISES, LLC.
D.B. 4490, PG. 746-748
D.B. 79, PG. 183

D.B. 3297 PG. 883
D.B. 54, PG. 423

D.B. 319, PG. 773

D.B. 3296, PG. 497-500

D.B. 4068, PG. 783
P.B. 53, PG. 223

FRANKLIN HEIGHTS SUBDIVISION
D.B. 50, PG. 469
CURRENT ZONING: RC

PHASE TWO
BELMONT PARK
P.B. 83, PG. 38-40

SECTION THREE - UNIT FOUR
WESTGATE PARK
P.B. 18, PG. 111

SITE PLAN
HORZ: SCALE: 1" = 100'



LINE	BEARING	DISTANCE
L1	S 15°53'11" W	100.63
L2	S 15°30'35" W	99.41
L3	S 16°31'51" W	100.92
L4	S 15°44'33" W	97.70
L5	S 15°20'12" W	108.64
L6	S 15°30'50" W	92.61
L7	S 16°01'41" W	99.41
L8	S 14°50'01" W	99.88
L9	S 16°28'09" W	102.01
L10	S 15°42'34" W	179.17
L11	N 88°43'56" W	195.15



HOVEY & ASSOCIATES INC.
ENGINEERING CONSULTANTS
130 HUNTING LANE SUITE 10
PHOENIXVILLE, PA 19354
PHONE: 717-462-2200
EMAIL: NEWMAN@H&A.COM

PREPARED FOR:
OWNER / DEVELOPER
24 HOUR CONTACT
CHARLES DOUGLAS
439 PIERCE CHAPEL RD
NEWMAN, GA 30253
CONTACT: CHARLES DOUGLAS
PHONE: 770-328-4500
EMAIL: CDOUGLAS@H&A.COM



SCALE: HORIZONTAL: 1" = 100'
VERTICAL: N/A

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

DRAWN BY:
M. GRAY
DESIGNED BY:
D. HOVEY
CHECKED BY:
D. HOVEY
DATE DATE:
06/03/2019
PROJECT NUMBER:
20190020



ANNEXATION PLAT
FOR
CHARLES DOUGLAS
COUNTY LL 37 & 28 - 5TH DISTRICT
38 W HWY 34, CITY OF NEWMAN, COWETA COUNTY, GA
EXISTING CONDITIONS

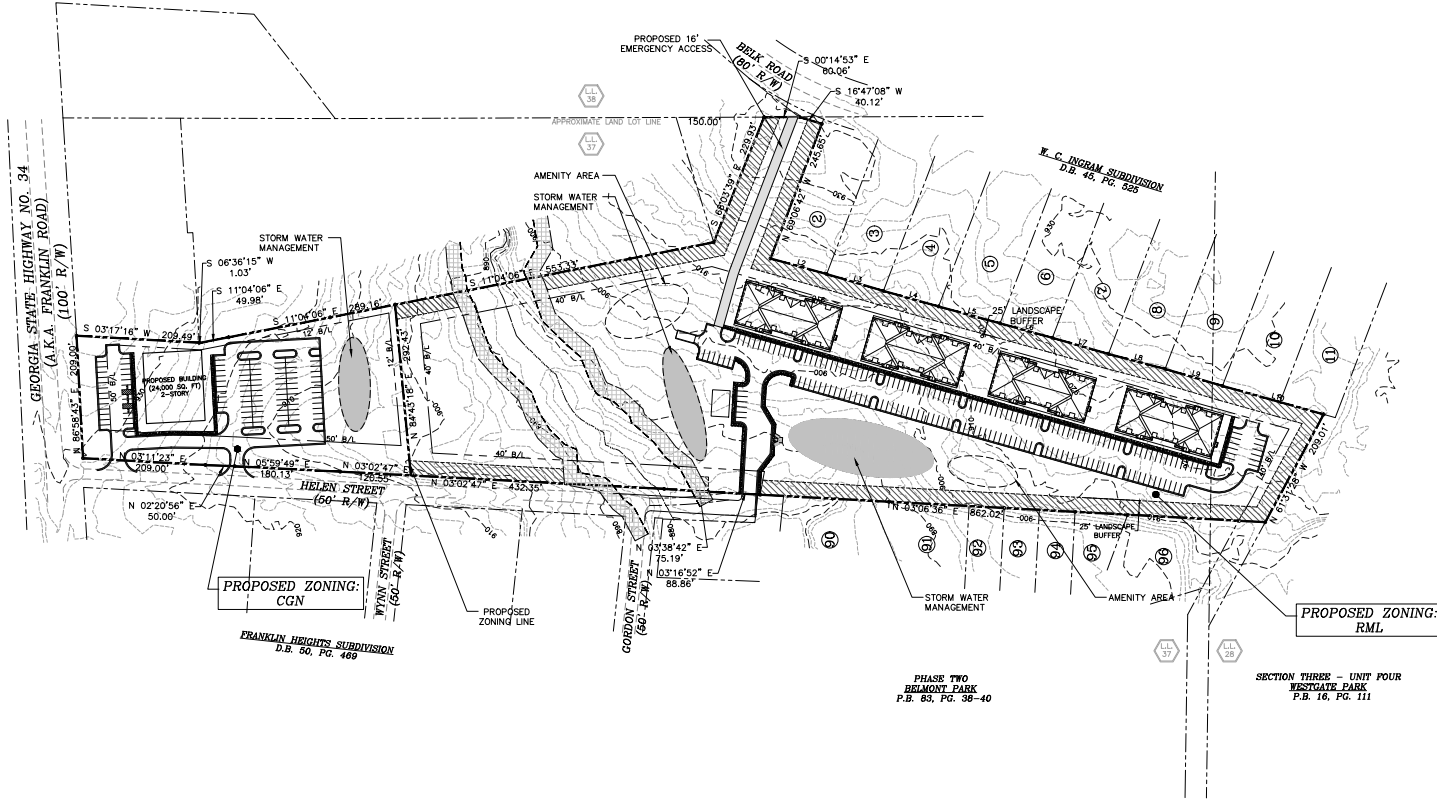
SHEET
C1.2

Jun 04, 2019 - 10:50am - C:\Backup\Plan\Projects\Jaha\DOUGLAS_CHARLES\1\HWY 34\REZONING PLAT\SHEET FILES\DOC-103-CONCEPT PLAN.dwg



100 0 100 200
GRAPHIC SCALE

LINE	BEARING	DISTANCE
L2	S 15°30'35" W	99.41'
L3	S 16°31'51" W	100.92'
L4	S 15°44'33" W	97.70'
L5	S 15°20'12" W	108.64'
L6	S 15°30'50" W	92.61'
L7	S 16°01'41" W	99.41'
L8	S 14°50'01" W	99.88'
L9	S 16°28'09" W	102.01'
L10	S 15°42'34" W	179.17'



SITE PLAN
HORZ. SCALE: 1" = 100'



H & A
HOVEY & ASSOCIATES INC.
ENGINEERING CONSULTANTS
130 HUNTING LANE SUITE B
PHOENIXVILLE, PA 19354
PHONE: 717-463-2200
EMAIL: INFO@H&AENGINEERING.COM



SCALE: HORIZONTAL: 1" = 100'
VERTICAL: N/A

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

DESIGNED BY:
M. GRAY
CHECKED BY:
D. HOVEY
DATE:
06/03/2019
PROJECT NUMBER:
20190020



ANNEXATION PLAT
FOR
CHARLES DOUGLAS
COUNTY L.L. 37 & 28 - 5TH DISTRICT
38 W HWY 34, CITY OF NEWMAN, COWETA COUNTY, GA
PROPOSED CONCEPT PLAN

SHEET
C1.3

City of Newnan, Georgia - Mayor and Council



Date: June 18, 2019

Agenda Item: 6 Glenn 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 6 Glenn St.

Background: Owner: Eyesight Capital LLC (foreclosure)
Permits: Demo, Elec, Plumb, Res. Add, Footing....9/18 (closed 11/18)
Date Sub-Standard housing file was opened: April 25, 2018

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 May 28, 2019.

Options:

1. Set Public Hearing Date for July 16, 2019.
2. Other direction from Council.

Funding: Not Applicable

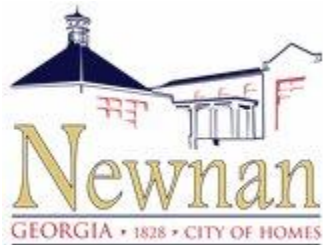
Recommendation: Staff is requesting Council's approval to proceed with Option 1.

Previous Discussions with Council:

May 28, 2019 - Council informed of conditions.



City of Newnan, Georgia - Mayor and Council



Date: June 18, 2019

Agenda Item: 8 Glenn 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 8 Glenn St.

Background: Owner: Eyesight Capital LLC (foreclosure)
Permits: Demo, Elec, Plumb, Res. Add, Footing....2018
Date Sub-Standard housing file was opened: June 20, 2018

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 May 28, 2019.

Options:

1. Set Public Hearing Date for July 16, 2019.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

May 28, 2019 - Council informed of conditions.



City of Newnan, Georgia - Mayor and Council



Date: June 18, 2019

Agenda Item: 100 Sprayberry Rd

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 100 Sprayberry Rd.

Background: Owner: Edwin Jean-Pierre
Permits: Reno 11/18, plans review 11/18, plumb 9/17
Date Sub-Standard housing file was opened: September 26, 2016

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 May 28, 2018.

Options:

1. Set Public Hearing Date for July 16, 2019.
2. Other direction from Council.

Funding: Not Applicable

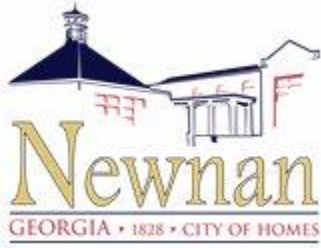
Recommendation: Staff is requesting Council's approval to proceed with Option 1.

Previous Discussions with Council:

May 28, 2019 - Council informed of conditions.



City of Newnan, Georgia - Mayor and Council



Date: June 18, 2019
Agenda Item: 18 Berry Ave., Newnan, Ga 30263
Prepared and Presented by:
Matt Murray, Code Enforcement Officer
Submitted by: Bill Stephenson, Chief Building Official

Purpose: To conduct a public hearing concerning the dilapidated structure located at 18 Berry Ave., Newnan, Ga 30263

Background: Owner: Daniel & Derether Moten Estate

Date Sub-Standard housing file was opened: December 18, 2018.
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On December 18, 2018 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

Options:

1. Adopt a resolution directing the property owner to either repair or demolish the structure within forty five (45) days.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

April 19, 2019 – Council informed of conditions.

May 7, 2019 – Public Hearing was requested.



After recording please return to:
Della Hill, City of Newnan
25 LaGrange Street
Newnan, GA 30263

RESOLUTION

IN RE:	Estate of Daniel Moten	Lien Holders:
	Derether Moten	Coweta County Tax Commissioner
	18 Berry Avenue	City of Newnan
	Newnan, Georgia 30263	
	Deed Book 912 Page 20	

WHEREAS, the property of the Estate of Daniel Moten and Derether Moten located at 18 Berry Avenue, Newnan, Georgia 30263, in the City of Newnan was alleged by the Building Official of the City to be an unsafe building, as defined by an Ordinance adopted by the Mayor and Council on October 10, 1977; and,

WHEREAS, a hearing was set for the Mayor and Council to determine in accordance with the provisions of such Ordinance whether such building was in fact an unsafe building, as defined in such Ordinance and/or that the same was unsafe to the extent that it should be demolished or repaired; and,

WHEREAS, notice of such hearing was given to the owner, lien holder and tenant, if any, as required by such Ordinance, and all other provisions of the Ordinance have been complied with;

NOW THEREFORE, the Mayor and Council of the City of Newnan, after hearing evidence upon the question of whether such building is an unsafe building as defined by the Ordinance of the City of Newnan, do hereby determine that the building of Estate of Daniel Moten and Derether Moten located at 18 Berry Avenue, Newnan, Georgia 30263, should be repaired or demolished, and the owner thereof is given _____ (_____) days within which to repair or demolish and remove the same;

RESOLVED FURTHER, that in the event the owner shall fail to repair or demolish and remove the same within the period of _____ (_____) days herein fixed, the Building Official of the City of Newnan is hereby ordered to repair or demolish and remove the same, and to prepare an itemization of the cost of such repair or demolition and removal, and deliver such itemization to the Clerk of the City of Newnan, who is ordered to issue an execution against the owner for the total cost of such repair or demolition and removal, which execution shall constitute a lien against such real estate as of the date of this resolution - all in accordance with the Ordinances of the City of Newnan.

ADOPTED AND APPROVED by the Mayor and Council of the City of Newnan this
___ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Cynthia E. Jenkins, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

IN RE: Estate of Daniel Moten
Derether Moten
18 Berry Avenue
Newnan, Georgia 30263
Deed Book 912 Page 20

Lien Holders:
Coweta County Tax Commissioner
City of Newnan

GEORGIA, COWETA COUNTY:

The requirements of the resolution of the Mayor and Council of the City of Newnan adopted on the ____ day of _____, 2019 and recorded in Deed Book _____, Page _____ of the Deed Records of Coweta County, Georgia relating to property located at 18 Berry Avenue in the City of Newnan, Georgia having been complied with, the Clerk of Superior Court is authorized to enter this satisfaction thereof of record.

This ____ day of _____, 2019.

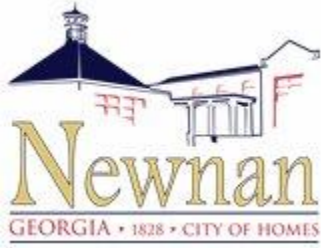
CITY OF NEWNAN

By: _____
Building Official

Attest: _____
Clerk

[SEAL]

City of Newnan, Georgia - Mayor and Council



Date: June 18, 2019
Agenda Item: 33 Hardaway St., Newnan, Ga 30263
Prepared and Presented by:
Matt Murray, Code Enforcement Officer
Submitted by: Bill Stephenson, Chief Building Official

Purpose: To conduct a public hearing concerning the dilapidated structure located at 33 Hardaway St., Newnan, Ga 30263

Background: Owner: Annie Pearl Cook Estate

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

On March 4, 2019 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

Options:

1. Adopt a resolution directing the property owner to either repair or demolish the structure within forty five (45) days.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

April 19, 2019 – Council informed of conditions.

May 7, 2019 – Public Hearing was requested.





After recording please return to:
Della Hill, City of Newnan
25 LaGrange Street
Newnan, GA 30263

RESOLUTION

IN RE:	Estate of Annie Pearl Cook	Lien Holders:
	33 Hardaway Street	Coweta County Tax Commissioner
	Newnan, Georgia 30263	City of Newnan
	Deed Book 156 Page 113	

WHEREAS, the property of the Estate of Annie Pearl Cook located at 33 Hardaway Street, Newnan, Georgia 30263, in the City of Newnan was alleged by the Building Official of the City to be an unsafe building, as defined by an Ordinance adopted by the Mayor and Council on October 10, 1977; and,

WHEREAS, a hearing was set for the Mayor and Council to determine in accordance with the provisions of such Ordinance whether such building was in fact an unsafe building, as defined in such Ordinance and/or that the same was unsafe to the extent that it should be demolished or repaired; and,

WHEREAS, notice of such hearing was given to the owner, lien holder and tenant, if any, as required by such Ordinance, and all other provisions of the Ordinance have been complied with;

NOW THEREFORE, the Mayor and Council of the City of Newnan, after hearing evidence upon the question of whether such building is an unsafe building as defined by the Ordinance of the City of Newnan, do hereby determine that the building of Estate of Annie Pearl Cook located at 33 Hardaway Street, Newnan, Georgia 30263, should be repaired or demolished, and the owner thereof is given _____ (_____) days within which to repair or demolish and remove the same;

RESOLVED FURTHER, that in the event the owner shall fail to repair or demolish and remove the same within the period of _____ (_____) days herein fixed, the Building Official of the City of Newnan is hereby ordered to repair or demolish and remove the same, and to prepare an itemization of the cost of such repair or demolition and removal, and deliver such itemization to the Clerk of the City of Newnan, who is ordered to issue an execution against the owner for the total cost of such repair or demolition and removal, which execution shall constitute a lien against such real estate as of the date of this resolution - all in accordance with the Ordinances of the City of Newnan.

ADOPTED AND APPROVED by the Mayor and Council of the City of Newnan this
___ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Mayor Pro-Tem

Cleatus Phillips, City Manager

George M. Alexander, Councilmember

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

IN RE: Estate of Annie Pearl Cook
33 Hardaway Street
Newnan, Georgia 30263
Deed Book 156 Page 113

Lien Holders:
Coweta County Tax Commissioner
City of Newnan

GEORGIA, COWETA COUNTY:

The requirements of the resolution of the Mayor and Council of the City of Newnan adopted on the ____ day of _____, 2019 and recorded in Deed Book _____ Page _____ of the Deed Records of Coweta County, Georgia relating to property located at 33 Hardaway Street in the City of Newnan, Georgia having been complied with, the Clerk of Superior Court is authorized to enter this satisfaction thereof of record.

This ____ day of _____, 2019.

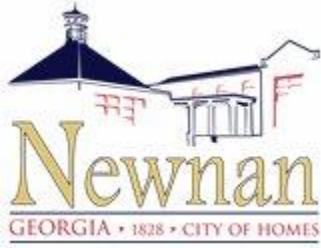
CITY OF NEWNAN

By: _____
Building Official

Attest: _____
Clerk

[SEAL]

City of Newnan, Georgia - Mayor and Council



Date: June 18, 2019
Agenda Item: 11 Melson St., Newnan, Ga 30263
Prepared and Presented by:
Matt Murray, Code Enforcement Officer
Submitted by: Bill Stephenson, Chief Building Official

Purpose: Continued – Public Hearing held on April 23, 2019 concerning the dilapidated structure located at 11 Melson St., Newnan, Ga 30263

Background: Owner: Cassandra D. Richardson

Date Sub-Standard housing file was opened: October 2, 2014.
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On November 28, 2018 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

Options:

1. Adopt a resolution directing the property owner to either repair or demolish the structure within forty five (45) days.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

February 20, 2019 – Council informed of conditions.

March 11, 2019 – Public Hearing was requested.

April 23, 2019 – Public Hearing held – item continued





After recording please return to:
Della Hill, City of Newnan
25 LaGrange Street
Newnan, GA 30263

RESOLUTION

IN RE:	Cassandra D. Richardson 11 Melson Street Newnan, GA 30263 Deed Book 4478 page 838	Lien Holders: Coweta County Tax Commissioner City of Newnan
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WHEREAS, the property of Cassandra D. Richardson located at 11 Melson Street, Newnan, Georgia 30263, in the City of Newnan was alleged by the Building Official of the City to be an unsafe building, as defined by an Ordinance adopted by the Mayor and Council on October 10, 1977; and,

WHEREAS, a hearing was set for the Mayor and Council to determine in accordance with the provisions of such Ordinance whether such building was in fact an unsafe building, as defined in such Ordinance and/or that the same was unsafe to the extent that it should be demolished or repaired; and,

WHEREAS, notice of such hearing was given to the owner, lien holder and tenant, if any, as required by such Ordinance, and all other provisions of the Ordinance have been complied with;

NOW THEREFORE, the Mayor and Council of the City of Newnan, after hearing evidence upon the question of whether such building is an unsafe building as defined by the Ordinance of the City of Newnan, do hereby determine that the building of Cassandra D. Richardson located at 11 Melson Street Newnan, Georgia 30263, should be repaired or demolished, and the owner thereof is given _____ (_____) days within which to repair or demolish and remove the same;

RESOLVED FURTHER, that in the event the owner shall fail to repair or demolish and remove the same within the period of _____ (_____) days herein fixed, the Building Official of the City of Newnan is hereby ordered to repair or demolish and remove the same, and to prepare an itemization of the cost of such repair or demolition and removal, and deliver such itemization to the Clerk of the City of Newnan, who is ordered to issue an execution against the owner for the total cost of such repair or demolition and removal, which execution shall constitute a lien against such real estate as of the date of this resolution - all in accordance with the Ordinances of the City of Newnan.

ADOPTED AND APPROVED by the Mayor and Council of the City of Newnan this
___ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Cynthia E. Jenkins, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

IN RE: Cassandra D. Richardson
11 Melson Street
Newnan, GA 30263
Deed Book 4478 Page 838

Lien Holders:
Coweta County Tax Commissioner
City of Newnan

GEORGIA, COWETA COUNTY:

The requirements of the resolution of the Mayor and Council of the City of Newnan adopted on the ____ day of _____, 2019 and recorded in Deed Book _____, Page _____ of the Deed Records of Coweta County, Georgia relating to property located at 11 Melson Street in the City of Newnan, Georgia having been complied with, the Clerk of Superior Court is authorized to enter this satisfaction thereof of record.

This ____ day of _____, 2019.

CITY OF NEWNAN

By: _____
Building Official

Attest: _____
Clerk

[SEAL]

City of Newnan, Georgia - Mayor and Council



Date: June 18, 2019
Agenda Item: 15 Elm Cir, Newnan, Ga 30263
Prepared and Presented by:
Matt Murray, Code Enforcement Officer
Submitted by: Bill Stephenson, Chief Building Official

Purpose: Continued – Public Hearing held on April 23, 2019 concerning the dilapidated structure located at 15 Elm Cir, Newnan, Ga 30263

Background: Owner: Mary Jean Payne Estate c/o Jeffrey Donald Payne Executor

Date Sub-Standard housing file was opened: July 12, 2018.
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On November 28, 2018 the Building Department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (3, 4, 5, 6, 8, 9, 10).

Options:

1. Adopt a resolution directing the property owner to either repair or demolish the structure within forty five (45) days.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

February 20, 2019 – Council informed of conditions.

March 11, 2019 – Public Hearing was requested.

April 23, 2019 – Public Hearing held – Item continued









After recording please return to:
Della Hill, City of Newnan
25 LaGrange Street
Newnan, GA 30263

RESOLUTION

IN RE: Mary Jean Avery Payne Estate
c/o Jeffrey Donald Payne, Executor
15 Elm Circle
Newnan, Georgia 30263
Deed Book 322 page 290

Lien Holders:
Coweta County Tax Commissioner
City of Newnan

WHEREAS, the property of Mary Jean Avery Payne Estate, c/o Jeffrey Donald Payne, Executor located at 15 Elm Circle, Newnan, Georgia 30263, in the City of Newnan was alleged by the Building Official of the City to be an unsafe building, as defined by an Ordinance adopted by the Mayor and Council on October 10, 1977; and,

WHEREAS, a hearing was set for the Mayor and Council to determine in accordance with the provisions of such Ordinance whether such building was in fact an unsafe building, as defined in such Ordinance and/or that the same was unsafe to the extent that it should be demolished or repaired; and,

WHEREAS, notice of such hearing was given to the owner, lien holder and tenant, if any, as required by such Ordinance, and all other provisions of the Ordinance have been complied with;

NOW THEREFORE, the Mayor and Council of the City of Newnan, after hearing evidence upon the question of whether such building is an unsafe building as defined by the Ordinance of the City of Newnan, do hereby determine that the building of Mary Jean Avery Payne Estate, c/o Jeffrey Donald Payne, Executor located at 15 Elm Circle, Newnan, Georgia 30263, should be repaired or demolished, and the owner thereof is given _____ (_____) days within which to repair or demolish and remove the same;

RESOLVED FURTHER, that in the event the owner shall fail to repair or demolish and remove the same within the period of _____ (_____) days herein fixed, the Building Official of the City of Newnan is hereby ordered to repair or demolish and remove the same, and to prepare an itemization of the cost of such repair or demolition and removal, and deliver such itemization to the Clerk of the City of Newnan, who is ordered to issue an execution against the owner for the total cost of such repair or demolition and removal, which execution shall constitute a lien against such real estate as of the date of this resolution - all in accordance with the Ordinances of the City of Newnan.

ADOPTED AND APPROVED by the Mayor and Council of the City of Newnan this
___ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Mayor Pro-Tem

Cleatus Phillips, City Manager

George M. Alexander, Councilmember

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

IN RE: Mary Jean Avery Payne Estate
c/o Jeffrey Donald Payne, Executor
15 Elm Circle
Newnan, Georgia 30263
Deed Book 322 page 290

Lien Holders:
Coweta County Tax Commissioner
City of Newnan

GEORGIA, COWETA COUNTY:

The requirements of the resolution of the Mayor and Council of the City of Newnan adopted on the ____ day of _____, 2019 and recorded in Deed Book _____, Page _____ of the Deed Records of Coweta County, Georgia relating to property located at 15 Elm Circle in the City of Newnan, Georgia having been complied with, the Clerk of Superior Court is authorized to enter this satisfaction thereof of record.

This ____ day of _____, 2019.

CITY OF NEWNAN

By: _____
Building Official

Attest: _____
Clerk

[SEAL]

City of Newnan, Georgia – Mayor and Council



Date: June 18, 2019

Agenda Item: 10 Burch Ave, 280 West Washington St., 121 Pinson St., 180 West Washington St., 17 Ray St, 11 Melson St, 15 Elm Cir

Prepared and Presented by: Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

Purpose: To inform Council of the status of 10 Burch St, 280 West Washington St., 121 Pinson St., 180 West Washington St., 17 Ray St, 11 Melson St and 15 Elm Cir having been before Council in Public Hearings.

Background: Date of Status Check: June 11, 2019

<u>Property Address</u>	<u>Owner</u>	<u>Original Hearing</u>	<u>Original # Of Days Allowed</u>	<u>Original Resolution Deadline</u>	<u>Extensions</u>	<u>Updated Resolution Deadline</u>	<u>Status</u>
10 Burch Ave	Abdul Saeed Kader	March 28,2017	45 days	May 12,2017	180 Days	June 9,2019	No progress-property for sale
280 West Washington St	Irvin Jones Estate	February 24, 2015	180 Days	August 23, 2015	180 Days	October 6, 2019	Interior progress
121 Pinson St.	Marcus Beasley	August 26, 2014	180 days	February 22, 2015	90 Days	August 5, 2019	No progress

180 West Washington St.	Render Godfrey
17 Ray St	Salome Realty LLC
11 Melson St	Cassandra Richardson
15 Elm Cir	Mary Jean Payne Est

September 25, 2017	45 days	November 9, 2017
February 26,2019	120 days	June 26, 2019
April 23,2019		Cont'd to 6/18/19
April 23, 2019		Cont'd to 6/18/19

180 Days	September 7, 2019	No Progress
		No Progress- In foreclosure
		In Council-no progress
		In Council-no progress

Options:

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

Funding:

Not Applicable

Recommendation:

Staff is requesting Council's approval for Option 1.

Previous Discussions

With Council:

All have previous history with Council.



City of Newnan, Georgia – Mayor and City Council

Date: June 18, 2019

Agenda Item: Rezoning Request – RZ2019-04
1.23± acres located at 5, 8 and 9 Ellis Street and 65, 66, 69 and 70 Fair Street (Tax Parcel #s N23 0001 005, N23 0001 004, N23 0002 003, N23 0002 005, N23 0005 004, N23 0005 003)

Prepared and Presented by: Tracy Dunnivant, Planning Director

Purpose:

Walter Drake is seeking to change the zoning on 1.23 ± acres located at 5, 8 and 9 Ellis Street and 65, 66, 69 and 70 Fair Street (Tax Parcel #s N23 0001 005, N23 0001 004, N23 0002 003, N23 0002 005, N23 0005 004, N23 0005 003). The properties are currently zoned CHV (Heavy Commercial District) and CUN (Urban Neighborhood Commercial District). The applicant is seeking a RU-I (Urban Residential Dwelling District – Historical and Infill) zoning designation.





Background:

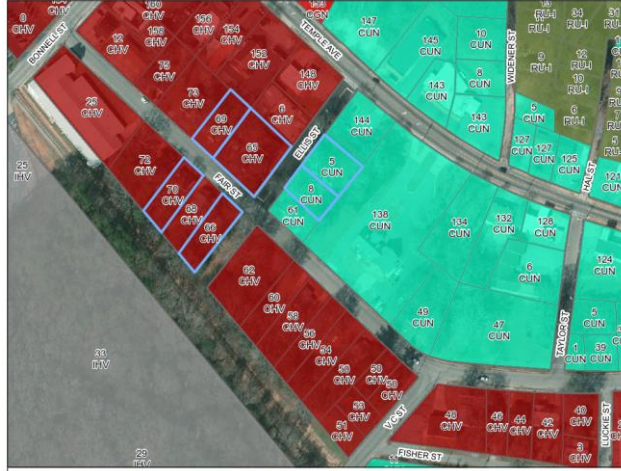
The subject properties currently contain existing rental houses and a former commercial building that once housed Melear’s Barbecue. The houses enjoy a legal non-conforming use status, but if they are destroyed to an extent greater than 50% of their value, then the uses “shall not be reestablished in any way which does not conform to the requirements of the ordinance”. This means that the owner would no longer be able to have a house on the lot as it is not a permitted use in either the CHV or CUN districts.

In terms of the duplex, the applicant, thinking that the grandfather status applied to the entire property, recently converted the existing commercial building. Because he did not pull permits, he performed the work and only after leasing one of the units discovered the grandfather status did not apply to the commercial building. As a result, Drake is now seeking a rezoning to make the structure conforming. If the rezoning is granted, Drake would still need a special exception from the Board of Zoning Appeals to have a duplex in the RU-I zoning designation.

Present Zoning District	CHV and CUN
Proposed Zoning District	RU-I
Current Land Use	SF Houses and Converted Duplex
Parcel Size	1.23 ± acres

Surrounding Zoning Classifications

North	CHV & CUN
East	CHV & CUN
South	CHV, CUN & IHV (railroad tracks)
West	CHV



Surrounding Land Use Pattern

North	Commercial Businesses; Existing Grandfathered Residential
East	Grandfathered Residential and Newnan FD Station 3
South	Grandfathered Residential and vacant land
West	Grandfathered Residential and commercial business

Summary:

Staff analyzed the following criteria prior to formulating a recommendation:

Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

In researching the subject properties' zoning designations, Staff determined that the tracts have been zoned for commercial uses even before adoption of the 2000 Zoning Ordinance. In addition, they are almost entirely surrounded by commercial zoning designations although the majority of the abutting uses are grandfathered residential homes. There are commercial uses along Temple Avenue and vacant heavy industrial land to the south across the railroad tracks.

It is Staff's understanding that Drake considered expanding his request to include other properties that he did not own in the immediate area, but neighboring property owners were not supportive of that idea as they felt commercial zoning designations make their properties more valuable. As a result, Drake is just seeking rezoning for the houses and the duplex that he currently owns.

Previously, Drake had submitted an application for just one lot, which Staff felt could have been viewed as a spot zoning. In an effort to avoid this, Drake has added the remaining five

tracts that he owns to the request. Since the use of these properties will not change and the majority of uses surrounding the tracts are as grandfathered residences, Staff feels the continued use of the properties as residential homes would be suitable.

Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The residences would be a less intense use for the surrounding residential units than an office or commercial building. In addition, the traffic generated by the residences should be significantly less. That being said, the properties surrounding the tracts could see additional restrictions (primarily buffers) if they are developed as future commercial or office uses. In addition, any existing or future tenants would have to understand how abutting a commercial designation could impact their quality of life as a heavy commercial zoning is the least restrictive and therefore the most intrusive of all commercial districts.

Are there substantial reasons why the property cannot or should not be used as currently zoned?

The properties are currently zoned for office and commercial uses. They could be used as currently zoned due to their grandfather status, but the duplex would have to revert to a non-residential use. It should be noted that if the structures were destroyed beyond 50% of their value or if they cease being a residential use for greater than 6 months, they would have to be converted to a use permitted within their commercial designation.

Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

Engineering: Since these structures are existing, the Engineering Department did not have any comments regarding the rezoning.

Police: The structures are already existing within the city limits, so there will be no additional impact on service provision.

Newnan Utilities: The property is already served by both water and sewer. Since one of the structures is currently commercial, there will actually be less of an impact.

School: Since there is only one additional duplex, there will be no noticeable impact to the school system.

Fire: The structures are already existing within the city limits, so there will be no additional impact on service provision.

Is the proposed use compatible with the purpose and intent of the comprehensive plan?

The Future Land Use Map shows the properties west of Ellis Street as future commercial and the two tracts east of Ellis Street as future mixed use commercial. The residences on the east side would be consistent with the mixed use designation; however, the houses on the west side would not be consistent with future commercial.

Will the use be consistent with the purpose and intent of the proposed zoning district?

The proposed use would be consistent with the purpose and intent of the proposed zoning as single-family residential units and duplexes are permitted in the RU-I zoning designation. It should be noted that the duplex would still have to receive a special exception from the Board of Zoning Appeals if the rezoning is approved.

Is the proposed use supported by new or changing conditions not anticipated by the comprehensive plan?

As specified above, the Future Land Use map shows this property as being commercial. Since this designation was just assigned in October of 2016, there are no new or changing conditions that would impact the designation shown in the Comprehensive Plan with the exception of the commercial building being renovated to a duplex.

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

Staff feels the proposed use for the property will not have a negative impact on the public health, safety, morality or general welfare. In addition, Drake has cleaned up the properties and made exterior modifications that have been a positive change for the area.

Proffered Conditions:

None.

Options:

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

Planning Commission Recommendation:

At their May 14, 2019 meeting, the Planning Commission held a public hearing on the aforementioned requests and voted unanimously to recommend Option "A", approve the rezoning request as submitted.

Attachments: Application for Rezoning
 Location Map

Previous Discussions with Council: April 23, 2019

W.H. DRAKE PROPERTIES LLC
8 Camilla Circle
Newnan GA 30263

March 25, 2019

City of Newnan
Attn: Tracy S. Dunnavant
Planning Director
25 LaGrange Street
Newnan GA 30263

RE: Rezoning (9 Ellis Street- 65 Fair Street)- 5 Ellis Street- 8 Ellis Street- 66 Fair Street-
69 Fair Street- 70 Fair Street

Dear Ms. Dunnavant:

I would like to have the properties listed above rezoned from CUN to RU-I. They are currently zoned for commercial use only. All the properties are currently grandfathered as residential homes, and the rezoning will allow them to become conforming uses.

Should you require any further information, please do not hesitate to contact me at 770.712.8881.

Sincerely,



Walter Drake



CITY OF NEWNAN, GEORGIA Planning & Zoning Department

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

APPLICATION TO AMEND ZONING MAP

Note to Applicant: Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline will not be accepted.

Name of Applicant WALTER DRAKE

Mailing Address 8 Camellia Circle Newnan 30263

Telephone 770-712-8881 Email: Walter.DRAKE@CovetofSchools.net

Property Owner (Use back if multiple names) WALTER DRAKE

Mailing Address SAME

Telephone SAME

Address/Location of Property (9 Ellis St. - 65 Fair St) - 8 Ellis St. - 5 Ellis St. - 66 Fair St. - 69 Fair St.

Tax Parcel No.: N23 0001 005 - 65 Fair St N23 0002 005 - 66 Fair St 70 Fair St.

N23 0001 004 - 68 Fair St N23 0005 004 - 8 Fair St Land Lot

District/Section N23 0002 003 - 70 Fair St N23 0005 003 - 5 Ellis St. 1.23 Acres

Present Zoning Classification: CUN Proposed Zoning Classification: RU-1

Present Land Use: Residential

To the best of your ability, please answer the following questions regarding the application:

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable

9 Ellis is zoned Commercial and the house is grandfathered to residential but the extra building is not.

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made I would like for 9 Ellis to be in conformity

use as to all the other houses on the block to used for residential purpose

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions? All the existing housing is

grandfathered to residential but the building on 9 Ellis is not able to be used as a resident

Please attach all the following items to the completed application:

1. A letter of intent giving the details of the proposed use of the property which should include, at a minimum, the following information:
 - What the property is to be used for, if known.
 - The size of the parcel or tract.
 - The zoning classification requested and the existing classification at the filing of this application.
 - The number of units proposed.
 - For non-residential projects, provide the density of development in terms of floor area ratio (FAR).
 - Any proposed buffers and modification to existing buffers.
 - Availability of water and sewer facilities including existing distance to property.
2. Name and mailing addresses of all owners of all property within 250 feet of the subject property (available from the County Tax Assessor records). This is encouraged to be submitted in a mail merge Microsoft Word data file format.
3. Legal description of property. This description must establish a point of beginning; and from the point of beginning, give each dimension bounding the property that the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested. A copy of the deed may substitute for a separate description.
4. A certified plat (stamped and dated) drawn to scale by a registered engineer, architect, land planner, land surveyor, or landscape architect that shall include the following information:
 - ✓ Boundary survey showing property lines with lengths and bearings
 - ✓ Adjoining streets, existing and proposed, showing right-of-way
 - ✓ Locations of existing buildings dimensioned and to scale, paved areas, dedicated parking spaces, and other property improvements
 - ✓ North arrow and scale
 - ✓ Adjacent land ownership, zoning and current land use
 - ✓ Total and net acreage of property
 - ✓ Proposed building locations
 - ✓ Existing and proposed driveway(s)
 - ✓ Lakes, ponds, streams, and other watercourses
 - ✓ Floodplain, wetlands, and slopes equal to or greater than 20 percent
 - ✓ Cemeteries, burial grounds, and other historic or culturally significant features
 - ✓ Required and/or proposed setbacks and buffers
5. Submit one (1) copy in an 18" x 24" format and one copy in a pdf digital file format.
6. Completed Proffered Conditions form.
7. Completed Disclosure of Campaign Contributions and Gifts form.
8. If the applicant and the property owner are not the same, complete the Property Owner's Authorization form and/or the Authorization of Attorney form.
9. For multiple owners, a Property Owner's Authorization form shall be submitted for each owner.
10. A community impact study must be submitted if the development meets any of the following criteria:
 - Office proposals in excess of 200,000 gross square feet
 - Commercial proposals in excess of 250,000 gross square feet
 - Industrial proposals which would employ over 500 persons
 - Multi-Family proposals in excess of 150 units

- 11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.
- 12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:
 - Single-Family Application.....\$500.00/Plus \$15.00 Per Acre
 - Multi-Family Application.....\$500.00/Plus \$25.00 Per Acre
 - Office/Institutional Application.....\$500.00/Plus \$15.00 Per Acre
 - Commercial Application.....\$500.00/Plus \$25.00 Per Acre
 - Industrial Application.....\$500.00/Plus \$15.00 Per Acre
 - Mixed Use Application.....\$500.00/Plus Per Acre fee based upon proposed land use.
 - Planned Development Application.....\$500.00/Plus per Acre fee based upon proposed land use.
 - Overlay Zoning Application.....\$350.00

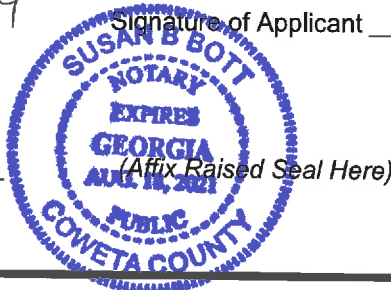
PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.

I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Sworn to and subscribed before me this 25th day of March, 2019

Signature of Applicant Walter Nham

Susan B. Bott
Notary Public



FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE: 03/25/19

RECEIVED BY: Tracy S. Dunnivant

DATE OF FILING: 03/25/19

FILING FEE RECEIVED: \$515

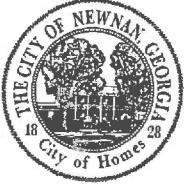
DATE OF NOTICE TO NEWSPAPER: 04/25/19

DATE OF PUBLIC HEARING: 05/14/19

PLANNING COMMISSION RECOMMENDATION (DATE): _____

DATE OF TRANSMITTAL TO CITY COUNCIL: _____

CITY COUNCIL DECISION (DATE): _____



City of Newnan, Georgia
Attachment A
Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.
(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

Signature of Notary Public

Date

(Affix Raised Seal Here)



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on _____, 20__ for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

(9 Ellis St - 65 Fair St) 5 Ellis St - 8 Ellis St - 66 Fair St. -
69 Fair St - 70 Fair St.

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

WALTER DRAKE

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
<u>No</u>	<u>No</u>	<u>No</u>

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

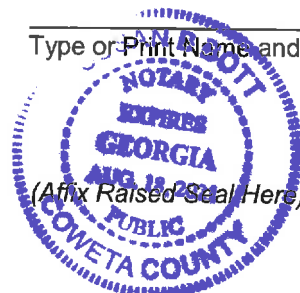
Signature of Applicant

WALTER DRAKE
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

03-25-2019
Signature of Notary Public Date



(Affix Raised Seal Here)

¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment C
Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Property Owner _____

Telephone Number _____

Address of Subject Property _____

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Signature of Property Owner

Personally appeared before me

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.

Notary Public

(Affix Raised Seal Here)

Date



City of Newnan, Georgia
Attachment D
Attorney's Authorization

NOTE: *If an attorney-at-law has prepared this application, please fill out the information below:*

I swear as an attorney-at-law, I have been authorized by the owner(s) to file the attached application for a rezoning of property.

(Signature of Attorney)

Name of Attorney _____

Address _____

Telephone _____

Date _____



City of Newnan, Georgia
Attachment E
Rezoning Checklist

The following is a checklist of information required for the submittal of a rezoning application. The Planning & Zoning Department will not accept an incomplete application.

- Completed application form
- Letter of intent
- Names and addresses of all owners of all property within 250 feet of the subject property
- Legal description of property
- Certified plat
- N/A Completed Attachment A – Proffered Conditions (if applicable)
- Completed Attachment B – Disclosure of Campaign Contributions & Gifts (if applicable)
- Completed Attachment C – Property Owner’s Authorization (if applicable)
- N/A Completed Attachment D – Attorney’s Authorization (if applicable)
- N/A Community Impact Study (if applicable)
- Filing Fee in the form of a check payable to the **City of Newnan**

Note: Please attach this form to the filing application.

DOCH 004406
FILED IN OFFICE
3/16/2018 10:35 AM
BK:4675 PG:743-744
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$165.00

AFTER RECORDING RETURN TO:
WALTER W. ARNALL, LLC
75 JACKSON STREET
BUILDING 500
NEWNAN, GA 30263
FILE #180227

STATE OF GEORGIA
COUNTY OF COWETA

PT-61 038-2018-001178

EXECUTORS DEED

This indenture made and entered into this 8th day of March 2018, between **CHARLES ELLIOTT KELLEY, JR.**, the duly constituted and appointed Executor of the estate of **EMILY MARIE KELLEY A/K/A MARIE KELLEY**, deceased, late of said Coweta County, Georgia, of the first part, and **W.H. DRAKE PROPERTIES, LLC, A Georgia Limited Liability Company**, of the second part.

Now, therefore, in consideration of the premises, and in the further consideration of the sum of one dollar (\$1.00) purchase money in hand paid at and before the sealing and delivery of these presents receipt whereof is hereby acknowledged, the said party of the first part has sold, bargained, and conveyed, and by these presents does sell, bargain and convey, unto the said **W.H. DRAKE PROPERTIES, LLC, a Georgia Limited Liability Company**, its heirs and assigns:

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 38 OF THE FIFTH LAND DISTRICT AND BEING IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA AND BEING KNOWN AS 6 ELLIS STREET ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES NOW IN EFFECT IN SAID CITY AND BEING MORE PARTICULARLY IDENTIFIED AND DESCRIBED ACCORDING TO PLAT OF SURVEY FOR ELLIOTT KELLEY, SR., AND MARIE KELLEY DATED NOVEMBER 26, 1990 MADE BY JOHN R. CHRISTOPHER, REGISTERED LAND SURVEYOR, AS RECORDED IN PLAT BOOK 49, PAGE 302, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF COWETA COUNTY, GEORGIA TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR AND ACCURATE DESCRIPTION OF THE PROPERTY CONVEYED HEREIN.
PROPERTY KNOWN AS 6 ELLIS STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE 5TH LAND DISTRICT, COWETA COUNTY, GEORGIA, AND FACING WESTERLY ON ELLIS STREET IN THE CITY OF NEWNAN, AND BEING PARTS OF LOTS NUMBER 11 AND 12 OF BLOCK "D" OF THE COWETA FAIR ASSN. SUBDIVISION ACCORDING TO PLAT OF RECORD IN CLERK'S OFFICE, COWETA SUPERIOR COURT IN DEED BOOK 33, AT PAGES 592 AND 593 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF ELLIS STREET, SAID POINT BEING 50 FEET NORTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF ELLIS STREET WITH FAIR STREET AND FROM SAID POINT RUN IN AN EASTERLY DIRECTION PARALLEL WITH FAIR STREET 100 FEET, MORE OR LESS, TO THE WEST LINE OF LOT NO. 10, IN BLOCK "D", RUN THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT NO. 10, 50 FEET; THENCE IN A WESTERLY DIRECTION PARALLEL WITH FAIR STREET 100 FEET, MORE OR LESS, TO ELLIS STREET; THENCE IN A SOUTHERLY DIRECTION 50 FEET TO A POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY BEING A PORTION OF THE LAND DEED TO D.W. BOONE, SR., BY H.B. WALKER, AS DESCRIBED ON A DEED OF RECORD IN DEED BOOK 52, PAGE 238, IN THE CLERK'S OFFICE OF COWETA SUPERIOR COURT, REFERENCE TO WHICH IS MADE AND BEING THAT TRACT OF LAND ON WHICH IS LOCATED A 4 ROOM DWELLING HOUSE WHICH WAS CONSTRUCTED IN MAY OR JUNE OF 1948 AND IDENTIFIED AS NO. 8 ELLIS STREET IN THE CITY OF NEWNAN, GEORGIA.
PROPERTY KNOWN AS 8 ELLIS STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE FIFTH LAND DISTRICT OF COWETA COUNTY, GEORGIA, AND FULLY DESCRIBED AS FOLLOWS: LOT NOS. 1 AND 2 OF BLOCK "C" OF THE COWETA FAIR SUBDIVISION AS IS SHOWN IN PLAT OF RECORD IN DEED BOOK 33, PAGE 593, CLERK'S OFFICE, COWETA SUPERIOR COURT, REFERENCE TO WHICH IS HAD. SAID TRACT OF LAND IS BOUND AS FOLLOWS: SOUTH BY FAIR STREET, ON THE EAST BY ELLIS STREET ON THE WEST BY LOT NO. 3 IN BLOCK "C" ACCORDING TO PLAT, ON THE NORTH BY LOT NOS. 1 AND 2 OF BLOCK "B" OF SAID PLAT. THE TWO TRACTS HEREIN CONVEYED ARE ADJACENT AND FORM A TRACT OF LAND FRONTING FAIR STREET ONE HUNDRED TEN (110) FEET AND RUNNING BACK NORTH EQUAL WIDTH ONE HUNDRED TWENTY-FIVE (125) FEET.
PROPERTY KNOWN AS 65 FAIR STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN COWETA COUNTY, GEORGIA, AND BEING LOT NO. 11, BLOCK F OF THE COWETA FAIR SUBDIVISION PLAT AS RECORDED IN DEED BOOK 33, PAGE 593. SAID LOT FRONTS 55 FEET ON FAIR STREET AND EXTENDS BACK TO THE RIGHT OF WAY OF THE CENTRAL OF GEORGIA RAILWAY. REFERENCE IS MADE TO SAID PLAT FOR A MORE COMPLETE DESCRIPTION OF THE METES, COURSES AND DISTANCES OF SAID LOT.
PROPERTY KNOWN AS 66 FAIR STREET, NEWNAN, GEORGIA

218

ALSO CONVEYED:

ALL THAT TRACT OR PARCEL OF LAND SITUATED LYING AND BEING IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA AND BEING LOT 3, BLOCK "C" OF THE COWETA FAIR SUBDIVISION, AS SHOWN BY PLAT OF SURVEY MADE BY T.Y. MATTOX IN MAY, 1936, AND RECORDED IN DEED BOOK 33, PAGE 592, IN THE OFFICE OF CLERK OF THE SUPERIOR COURT OF COWETA COUNTY, GEORGIA TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE ACCURATE DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. BEGINNING AT A POINT ON THE NORTHERLY SIDE OF FAIR STREET 110 FEET NORTHWESTERLY FROM THE INTERSECTION MADE BY THE NORTHERLY SIDE OF FAIR STREET WITH THE WESTERLY SIDE OF ELLIS STREET AND RUNNING THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWESTERLY LINE OF LOT 2, BLOCK "C", OF SAID SUBDIVISION ONE HUNDRED TWENTY-FIVE (125) FEET; THENCE IN A NORTHWESTERLY DIRECTION FIFTY-FIVE (55) FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK "C", IN SAID SUBDIVISION; THENCE IN A SOUTHWESTERLY DIRECTION ONE HUNDRED TWENTY-FIVE (125) FEET TO THE NORTH SIDE OF FAIR STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERLY SIDE OF FAIR STREET FIFTY-FIVE (55) FEET TO THE BEGINNING POINT. PROPERTY KNOWN AS 69 FAIR STREET, NEWNAN, GEORGIA

together with all the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, to have and to hold the same to the said W.H. DRAKE PROPERTIES, LLC its heirs and assigns, in as full and ample a manner as the same was possessed or enjoyed by the said EMILY MARIE KELLEY A/K/A MARIE KELLEY, deceased, in her lifetime.

The undersigned hereby certifies that the debts of the estate are paid in full.

IN WITNESS WHEREOF, the said party of the first part has hereunto sets their hand and affixes their seal, the day and year first above written.

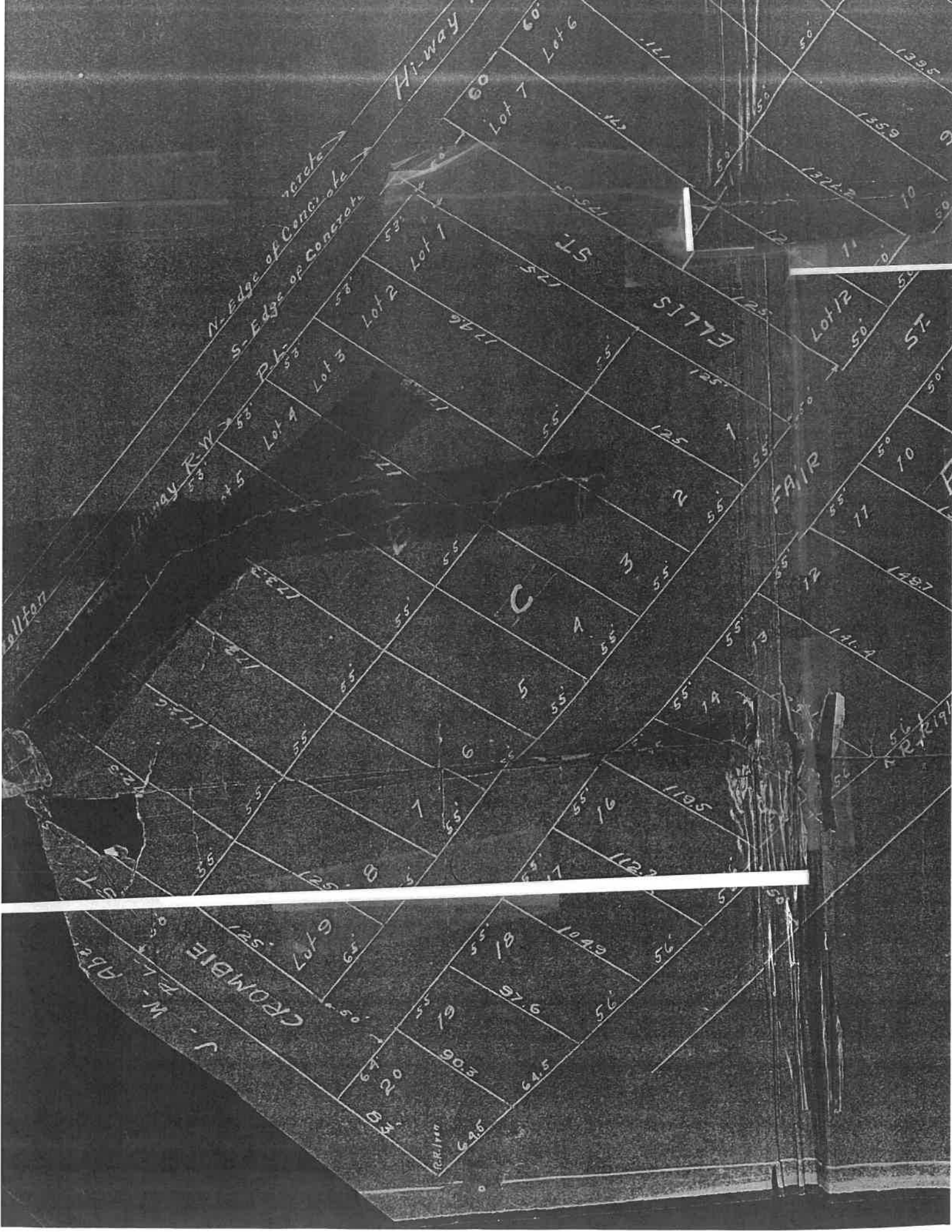
Signed, sealed and delivered in the presence of this: 8th day of March, 2018

Charles Elliott Kelley, Jr.
CHARLES ELLIOTT KELLEY, JR.
AS EXECUTOR OF THE ESTATE OF EMILY MARIE KELLEY A/K/A MARIE KELLEY

[Signature]
Witness

[Signature]
Notary Public





Hi-way 11

Concrete
N. Edge of Concrete
S. Edge of Concrete

Hi-way R.W.

ST

ELLIS

Lot 12

ST

FAIR

C

A

B

J. W. ABRAHAM
CROMBIE ST

B

ST

ARR 1917

DOC# 005902
FILED IN OFFICE
4/6/2018 01:53 PM
BK:4686 PG:226-226
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$18.50 ✓

PT-61 038-2018-001753

Return to:
Walter W. Arnall, LLC
75 Jackson Street
Building 500
Newnan, GA 30263
FILE #180336

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COWETA

THIS INDENTURE, Made this 4TH day of April, 2018 between [✓]CHARLES ELLIOTT KELLEY, JR., of the first part, and [✓]WH DRAKE PROPERTIES, LLC, A Georgia Limited Liability Company, of the State of Georgia and of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10,00) Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, the following property to-wit:

ALL THAT TRACT OR PARCEL OF LAND LOCATED ON THE SOUTHERLY SIDE OF FAIR STREET IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA FURTHER IDENTIFIED AS LOT NO. 13, OF BLOCK "F" OF THE COWETA FAIR SUBDIVISION, ACCORDING TO A PLAT RECORDED IN DEED BOOK 33, PAGE 593, COWETA COUNTY RECORDS, REFERENCE TO WHICH PLAT IS HEREBY HAD AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: ✓

BEGIN AT A POINT ON THE SOUTHERLY SIDE OF FAIR STREET, WHICH POINT IS 110 FEET FROM THE SOUTHWEST INTERSECTION OF FAIR STREET AND ELLIS STREET, AS MEASURED ALONG THE SOUTHERLY SIDE OF FAIR STREET AND RUN THENCE ALONG THE SOUTHERLY SIDE OF FAIR STREET, NORTH 49 DEGREES 55 FEET; THENCE SOUTH 34 DEGREES 30 MINUTES WEST 134.1 FEET; THENCE SOUTHEASTERLY 56 FEET; THENCE NORTH 34 DEGREES 30 MINUTES WEST 141.5 FEET TO BEGINNING POINT.

PROPERTY KNOWN AS 70 FAIR STREET, NEWNAN, GA 30263

SUBJECT TO ALL RESTRICTIONS AND EASEMENTS OF RECORD.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the first part warrants the title to same against the lawful claims of all persons claiming by, through or under grantor, but not otherwise,

Whenever there is a reference to said party of first part and said party of the second part, the singular includes plural and the masculine include the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year above written. Signed, sealed and delivered in presence of:

[Signature]
WITNESS

Charles Elliott Kelley, Jr.
CHARLES ELLIOTT KELLEY, JR.

Sworn to and subscribed
before me this 4th day of
April, 2018

[Signature]
Notary Public

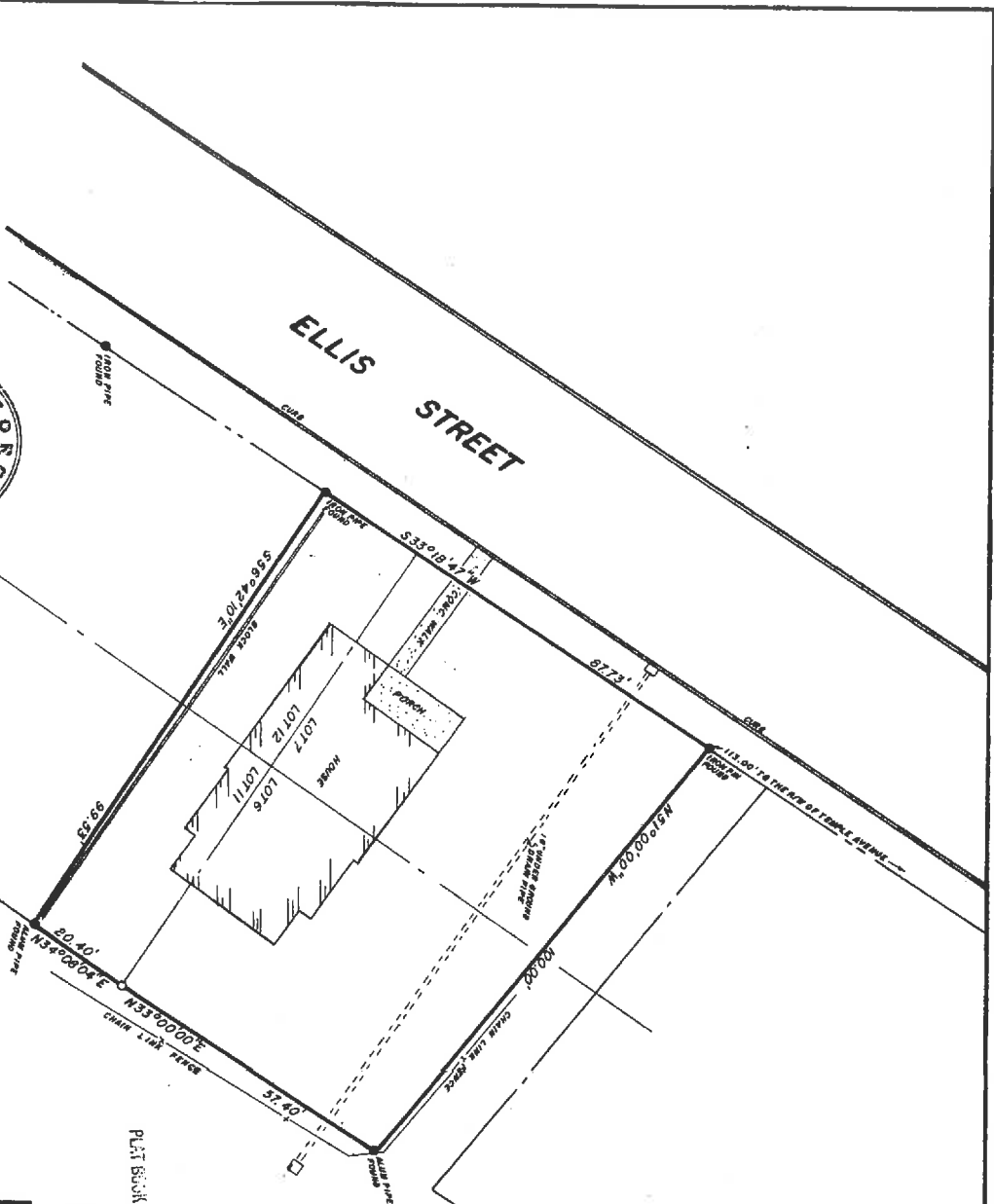


Y1000

IN MY OPINION, THIS IS A TRUE AND CORRECT REPRESENTATION OF THE PLATTED PROPERTY AND HAS BEEN PREPARED IN CONFORMITY WITH THE STANDARDS AND REQUIREMENTS OF LAW



I HAVE THIS DAY EXAMINED THE PIA OFFICIAL FLOOD HAZARD MAP AND FOUND THAT THIS PROPERTY IS NOT LOCATED IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA.



PLAT BOOK 49 Pg. 302

NOTE THIS BEING A PORTION OF LOTS 607 BLOCK 'A', LOTS 11012 BLOCK 'D' OF COMETIN FAIR ASSN. S/D (O.B. 53/993)

FILED IN OFFICE
CLERK SUPERIOR COURT
90 NOV 30 AM 10:38
COMETA COUNTY, GA
DEBORAH GLOVER, CLERK

SURVEY FOR	
ELLIOTT KELLEY SR. & MARIE KELLEY	
SCALE: 1" = 20'	APPROVED BY:
DATE: 11/26/90	DRAWN BY: TOMMY
LAND LOT 38 LAND DIST. 3 COMETA COUNTY, GEORGIA	REVISED
CITY OF NEWNAM	
SURVEY BY: John R. Christopher	DRAWING NUMBER: 79140

Walter Drake
Numerous pieces of land
5th Land District
Fair Street and Ellis Street
City of Newnan, GA
Tax Parcel #s N23 0001 005,
N23 0001 004,
N23 0002 003
N23 0002 005
N23 0005 004
N23 0005 003

**ORDINANCE TO AMEND THE ZONING MAP FOR VARIOUS
PIECES OF LAND LOCATED IN THE 5th LAND DISTRICT
IDENTIFIED AS 5, 8 and 9 ELLIS STREET AND 65, 66, 69 and 70 FAIR
STREET, IN THE CITY OF NEWNAN, GEORGIA**

WHEREAS, the owner of the property described herein has filed an application to rezone the property shown on Exhibit “A” identified as 5, 8 and 9 Ellis Street and 65, 66, 69 and 70 Fair Street, from the City of Newnan Zoning Classification CHV (Heavy Commercial District) and CUN (Urban neighborhood Commercial District) to the City of Newnan Zoning Classification RU-1 (Urban Residential Dwelling District – Historical and Infill District); and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 18th day of June, 2019; and

WHEREAS, after the above-referenced public hearing, the City Council has determined the re-zoning of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised as follows:

Section I. That the property described on Exhibit “A” containing numerous pieces of land attached hereto and by reference made a part hereof be rezoned City of Newnan Zoning Classification RU-1 (Urban Residential Dwelling District – Historical and Infill District);

Section II. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section III. This ordinance shall be effective upon adoption.

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

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Cynthia E. Jenkins, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

DOCH 005902
FILED IN OFFICE
4/6/2018 01:53 PM
BK:4686 PG:226-226
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID= \$18.50 ✓

PT-61 038-2018-001753

LIMITED WARRANTY DEED

Return to:
Walter W. Arnall, LLC
75 Jackson Street
Building 500
Newnan, GA 30263
FILE #180336

STATE OF GEORGIA
COUNTY OF COWETA

THIS INDENTURE, Made this 4TH day of April, 2018 between ✓ CHARLES ELLIOTT KELLEY, JR., of the first part, and WH DRAKE PROPERTIES, LLC, A Georgia Limited Liability Company, of the State of Georgia and of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, the following property to-wit:

ALL THAT TRACT OR PARCEL OF LAND LOCATED ON THE SOUTHERLY SIDE OF FAIR STREET IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA FURTHER IDENTIFIED AS LOT NO. 13, OF BLOCK "F" OF THE COWETA FAIR SUBDIVISION, ACCORDING TO A PLAT RECORDED IN DEED BOOK 33, PAGE 593, COWETA COUNTY RECORDS, REFERENCE TO WHICH PLAT IS HEREBY HAD AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTHERLY SIDE OF FAIR STREET, WHICH POINT IS 110 FEET FROM THE SOUTHWEST INTERSECTION OF FAIR STREET AND ELLIS STREET, AS MEASURED ALONG THE SOUTHERLY SIDE OF FAIR STREET AND RUN THENCE ALONG THE SOUTHERLY SIDE OF FAIR STREET, NORTH 49 DEGREES 55 FEET; THENCE SOUTH 34 DEGREES 30 MINUTES WEST 134.1 FEET; THENCE SOUTHEASTERLY 36 FEET; THENCE NORTH 34 DEGREES 30 MINUTES WEST 141.5 FEET TO BEGINNING POINT.

PROPERTY KNOWN AS 70 FAIR STREET, NEWNAN, GA 30263

SUBJECT TO ALL RESTRICTIONS AND EASEMENTS OF RECORD.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the first part warrants the title to same against the lawful claims of all persons claiming by, through or under grantor, but not otherwise,

Whenever there is a reference to said party of first part and said party of the second part, the singular includes plural and the masculine include the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year above written. Signed, sealed and delivered in presence of:

[Signature]
WITNESS

Charles Elliott Kelley, Jr.
CHARLES ELLIOTT KELLEY, JR.

Sworn to and subscribed
before me this 4th day of
April, 2018

[Signature]
Notary Public



41000

302

IN MY OPINION, THIS IS A TRUE AND CORRECT REPRESENTATION OF THE PLATTED PROPERTY AND HAS BEEN PREPARED IN CONFORMANCE WITH THE STANDARDS AND REQUIREMENTS OF LAW



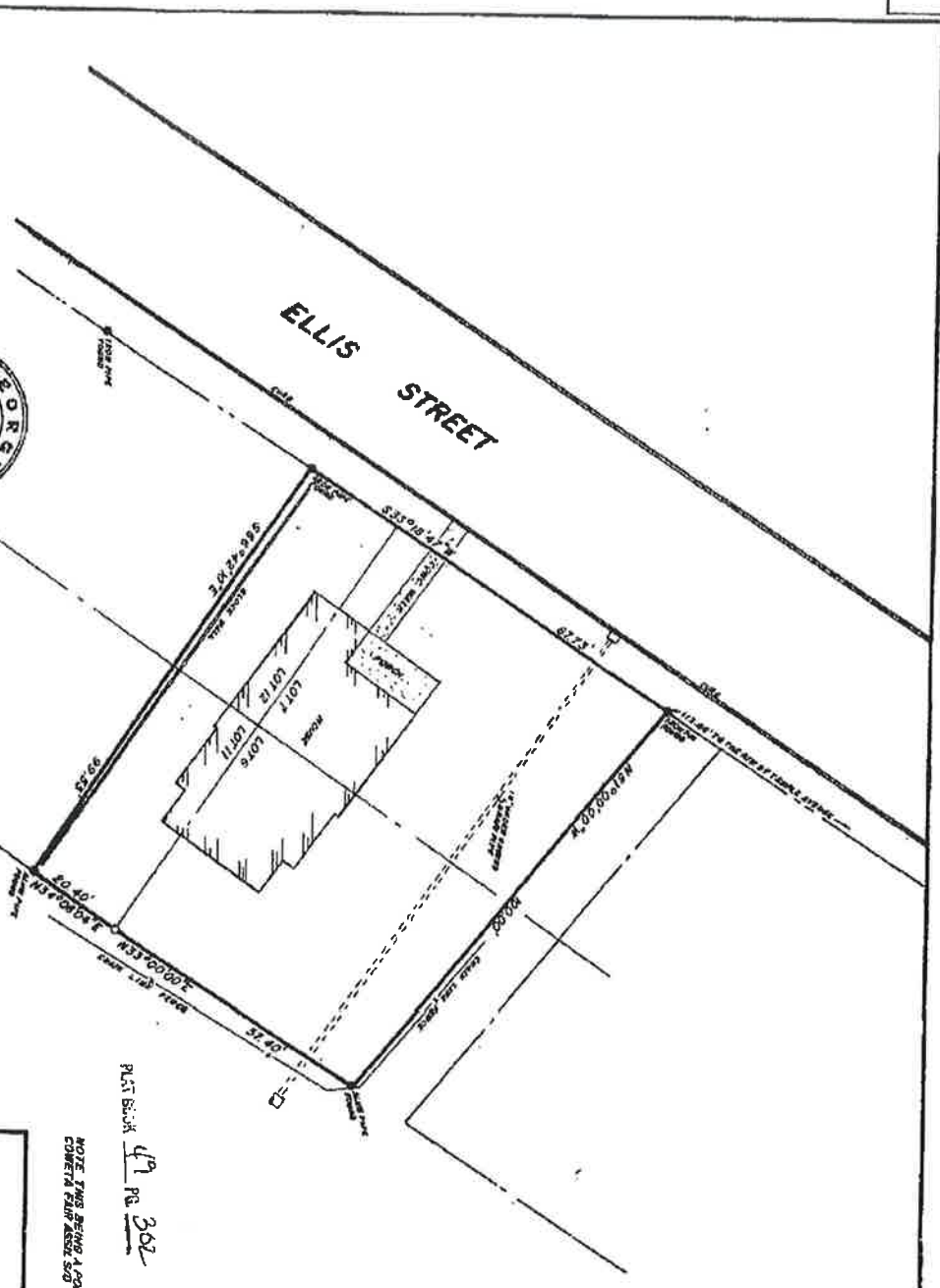
I HAVE THIS DAY EXAMINED THE PA OFFICIAL FLOOD HAZARD MAP AND FIND THAT THIS PROPERTY IS NOT LOCATED IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA.

PLAT BOOK 49 PA 302

NOTE THIS BEING A PARTITION OF LOTS 887 BLOCK 'X', LOTS 1182 BLOCK 'Y' OF CORRETTA WALK AREA 500 (D.B. 35/650)

FILED IN OFFICE
 CLERK SUPERIOR COURT
 90 NOV 30 AM 10: 38
 DEBORAH OLOVER, CLERK
 WILMINGTON COUNTY, GA

SURVEY FOR	
ELLIOTT KELLEY SR. & MARIE KELLEY	
SCALE: 1" = 20'	APPROVED BY:
DATE: 11/28/90	DRAWN BY: TONY
LAINO LOT 39 LAND DIST 3 CORRETTA COUNTY, GEORGIA	
CITY OF NEWNAM	
SURVEY BY: <i>B. Christopher</i>	DRAWING NUMBER: 79140



DOC# 004406
FILED IN OFFICE
3/16/2018 10:35 AM
BK:4675 PG:743-744
CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Cindy G. Brown

REAL ESTATE TRANSFER TAX
PAID: \$165.00

AFTER RECORDING RETURN TO:
WALTER W. ARNALL, LLC
75 JACKSON STREET
BUILDING 500
NEWNAN, GA 30263
FILE #180227

STATE OF GEORGIA
COUNTY OF COWETA

PT-61 038-2018-001178

EXECUTORS DEED

This indenture made and entered into this 8th day of March 2018, between CHARLES ELLIOTT KELLEY, JR., the duly constituted and appointed Executor of the estate of EMILY MARIE KELLEY A/K/A MARIE KELLEY, deceased, late of said Coweta County, Georgia, of the first part, and W.H. DRAKE PROPERTIES, LLC, A Georgia Limited Liability Company, of the second part.

Now, therefore, in consideration of the premises, and in the further consideration of the sum of one dollar (\$1.00) purchase money in hand paid at and before the sealing and delivery of these presents receipt whereof is hereby acknowledged, the said party of the first part has sold, bargained, and conveyed, and by these presents does sell, bargain and convey, unto the said W.H. DRAKE PROPERTIES, LLC, a Georgia Limited Liability Company, its heirs and assigns:

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 38 OF THE FIFTH LAND DISTRICT AND BEING IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA AND BEING KNOWN AS 5 ELLIS STREET ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES NOW IN EFFECT IN SAID CITY AND BEING MORE PARTICULARLY IDENTIFIED AND DESCRIBED ACCORDING TO PLAT OF SURVEY FOR ELLIOTT KELLEY, SR., AND MARIE KELLEY DATED NOVEMBER 26, 1980 MADE BY JOHN R. CHRISTOPHER, REGISTERED LAND SURVEYOR, AS RECORDED IN PLAT BOOK 49, PAGE 302, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF COWETA COUNTY, GEORGIA TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR AND ACCURATE DESCRIPTION OF THE PROPERTY CONVEYED HEREIN.
PROPERTY KNOWN AS 5 ELLIS STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE 5TH LAND DISTRICT, COWETA COUNTY, GEORGIA, AND FACING WESTERLY ON ELLIS STREET IN THE CITY OF NEWNAN, AND BEING PARTS OF LOTS NUMBER 11 AND 12 OF BLOCK "D" OF THE COWETA FAIR ASSN. SUBDIVISION ACCORDING TO PLAT OF RECORD IN CLERK'S OFFICE, COWETA SUPERIOR COURT IN DEED BOOK 33, AT PAGES 592 AND 593 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF ELLIS STREET, SAID POINT BEING 50 FEET NORTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF ELLIS STREET WITH FAIR STREET AND FROM SAID POINT RUN IN AN EASTERLY DIRECTION PARALLEL WITH FAIR STREET 100 FEET, MORE OR LESS, TO THE WEST LINE OF LOT NO. 10, IN BLOCK "D", RUN THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT NO. 10, 50 FEET; THENCE IN A WESTERLY DIRECTION PARALLEL WITH FAIR STREET 100 FEET, MORE OR LESS, TO ELLIS STREET; THENCE IN A SOUTHERLY DIRECTION 50 FEET TO A POINT OF BEGINNING, THE ABOVE DESCRIBED PROPERTY BEING A PORTION OF THE LAND DEED TO D.W. BOONE, SR., BY H.B. WALKER, AS DESCRIBED ON A DEED OF RECORD IN DEED BOOK 52, PAGE 238, IN THE CLERK'S OFFICE OF COWETA SUPERIOR COURT, REFERENCE TO WHICH IS MADE AND BEING THAT TRACT OF LAND ON WHICH IS LOCATED A 4 ROOM DWELLING HOUSE WHICH WAS CONSTRUCTED IN MAY OR JUNE OF 1948 AND IDENTIFIED AS NO. 8 ELLIS STREET IN THE CITY OF NEWNAN, GEORGIA.
PROPERTY KNOWN AS 8 ELLIS STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE FIFTH LAND DISTRICT OF COWETA COUNTY, GEORGIA, AND FULLY DESCRIBED AS FOLLOWS: LOT NOS. 1 AND 2 OF BLOCK "C" OF THE COWETA FAIR SUBDIVISION AS IS SHOWN IN PLAT OF RECORD IN DEED BOOK 33, PAGE 593, CLERK'S OFFICE, COWETA SUPERIOR COURT, REFERENCE TO WHICH IS HAD. SAID TRACT OF LAND IS BOUND AS FOLLOWS: SOUTH BY FAIR STREET, ON THE EAST BY ELLIS STREET ON THE WEST BY LOT NO. 3 IN BLOCK "C" ACCORDING TO PLAT, ON THE NORTH BY LOT NOS. 1 AND 2 OF BLOCK "B" OF SAID PLAT. THE TWO TRACTS HEREIN CONVEYED ARE ADJACENT AND FORM A TRACT OF LAND FRONTING FAIR STREET ONE HUNDRED TEN (110) FEET AND RUNNING BACK NORTH EQUAL WIDTH ONE HUNDRED TWENTY-FIVE (125) FEET.
PROPERTY KNOWN AS 65 FAIR STREET, NEWNAN, GEORGIA

ALSO CONVEYED:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN COWETA COUNTY, GEORGIA, AND BEING LOT NO. 11, BLOCK F OF THE COWETA FAIR SUBDIVISION PLAT AS RECORDED IN DEED BOOK 33, PAGE 593. SAID LOT FRONTS 55 FEET ON FAIR STREET AND EXTENDS BACK TO THE RIGHT OF WAY OF THE CENTRAL OF GEORGIA RAILWAY. REFERENCE IS MADE TO SAID PLAT FOR A MORE COMPLETE DESCRIPTION OF THE METES, COURSES AND DISTANCES OF SAID LOT.
PROPERTY KNOWN AS 66 FAIR STREET, NEWNAN, GEORGIA

2/17

ALSO CONVEYED:

ALL THAT TRACT OR PARCEL OF LAND SITUATED LYING AND BEING IN THE CITY OF NEWNAN, COWETA COUNTY, GEORGIA AND BEING LOT 3, BLOCK "C" OF THE COWETA FAIR SUBDIVISION, AS SHOWN BY PLAT OF SURVEY MADE BY T.Y. MATTOX IN MAY, 1836, AND RECORDED IN DEED BOOK 33, PAGE 592, IN THE OFFICE OF CLERK OF THE SUPERIOR COURT OF COWETA COUNTY, GEORGIA TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE ACCURATE DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. BEGINNING AT A POINT ON THE NORTHERLY SIDE OF FAIR STREET 110 FEET NORTHWESTERLY FROM THE INTERSECTION MADE BY THE NORTHERLY SIDE OF FAIR STREET WITH THE WESTERLY SIDE OF ELLIS STREET AND RUNNING THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWESTERLY LINE OF LOT 2, BLOCK "C", OF SAID SUBDIVISION ONE HUNDRED TWENTY-FIVE (125) FEET; THENCE IN A NORTHWESTERLY DIRECTION FIFTY-FIVE (55) FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK "C", IN SAID SUBDIVISION; THENCE IN A SOUTHWESTERLY DIRECTION ONE HUNDRED TWENTY-FIVE (125) FEET TO THE NORTH SIDE OF FAIR STREET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERLY SIDE OF FAIR STREET FIFTY-FIVE (55) FEET TO THE BEGINNING POINT, PROPERTY KNOWN AS 68 FAIR STREET, NEWNAN, GEORGIA

together with all the rights, members, and appurtenances thereunto belonging, or in any wise appertaining, to have and to hold the same to the said W.H. DRAKE PROPERTIES, LLC its heirs and assigns, in as full and ample a manner as the same was possessed or enjoyed by the said EMILY MARIE KELLEY A/K/A MARIE KELLEY, deceased, in her lifetime.

The undersigned hereby certifies that the debts of the estate are paid in full.


IN WITNESS WHEREOF, the said party of the first part has hereunto sets their hand and affixes their seal, the day and year first above written.

Signed, sealed and delivered
In the presence of this: 8th
day of March, 2018

Charles Elliott Kelley Jr
CHARLES ELLIOTT KELLEY, JR.
AS EXECUTOR OF THE ESTATE OF EMILY
MARIE KELLEY A/K/A MARIE KELLEY

[Signature]
Witness

[Signature]
Notary Public





City of Newnan, Georgia - Mayor and Council

Date: June 18, 2019

Agenda Item: Consideration of Contract Change Order for McIntosh Parkway/Greison Trail Culvert to Accommodate LINC Section C

Prepared by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider a contract change order for McIntosh Parkway/Greison Trail culvert project to accommodate for LINC Section C.

Background: Newnan City Council, at the March 26, 2019 Retreat, discussed the potential funding of LINC Section C, which includes facilities located between a certain terminus point at the intersection of Ashley Park Boulevard and McIntosh Parkway and another terminus point west of Greison Trail along McIntosh Parkway.

Prior to the March 26, 2019 City Council retreat, LINC Section C was removed from the LINC program due to a lack of an identifiable funding source.

LINC Sections A, B and D were included in the SPLOST 2019 program. It was envisioned that LINC Section C would remain unbuilt until a time in the future when funding was identified. In the meantime, City Staff, in consultation with Newnan City Council, agreed to utilize new sidewalks along McIntosh Parkway as temporary bicycle and pedestrian facilities connecting all LINC Sections between Summergrove and historic downtown Newnan.

As a result of conversations at the March 26, 2019 Retreat, City Staff engaged Columbia Engineering (McIntosh Parkway project design and construction management firm) and Southeastern Site Development (McIntosh Parkway project construction company) to discuss the addition of a triple box culvert along Greison Trail to accommodate for the future LINC section C. In addition, City staff engaged Newnan Utilities to discuss any needed utility improvements and/or relocations. City staff requested that the current project team consider the design and construction of the aforementioned culvert, thereby providing pricing.

The project team responded to the City staff's request, providing a potential contract change order to construct the culvert as part of the current McIntosh Parkway project. The total cost for the contract change order is \$376, 254.55.

More specifically, the project team concluded, after great deliberation, that constructing the needed culvert within the current McIntosh Parkway project provided the timeliest and most cost effective project delivery method.

The following table reflects the current cost of McIntosh Parkway project (YTD).

Design	\$302,959.86
Construction Management	\$299,656.03
Construction	\$4,466,743.91
Acquisition	\$977,404.00
Miscellaneous	\$349,679.15
Total	\$6,396,442.95
Over/Under Budget	\$2,447,059.73

Funding: SPLOST 2013 and Impact Fees

Recommendation: It is the recommendation of City staff that the proposed contract change order be approved as submitted.

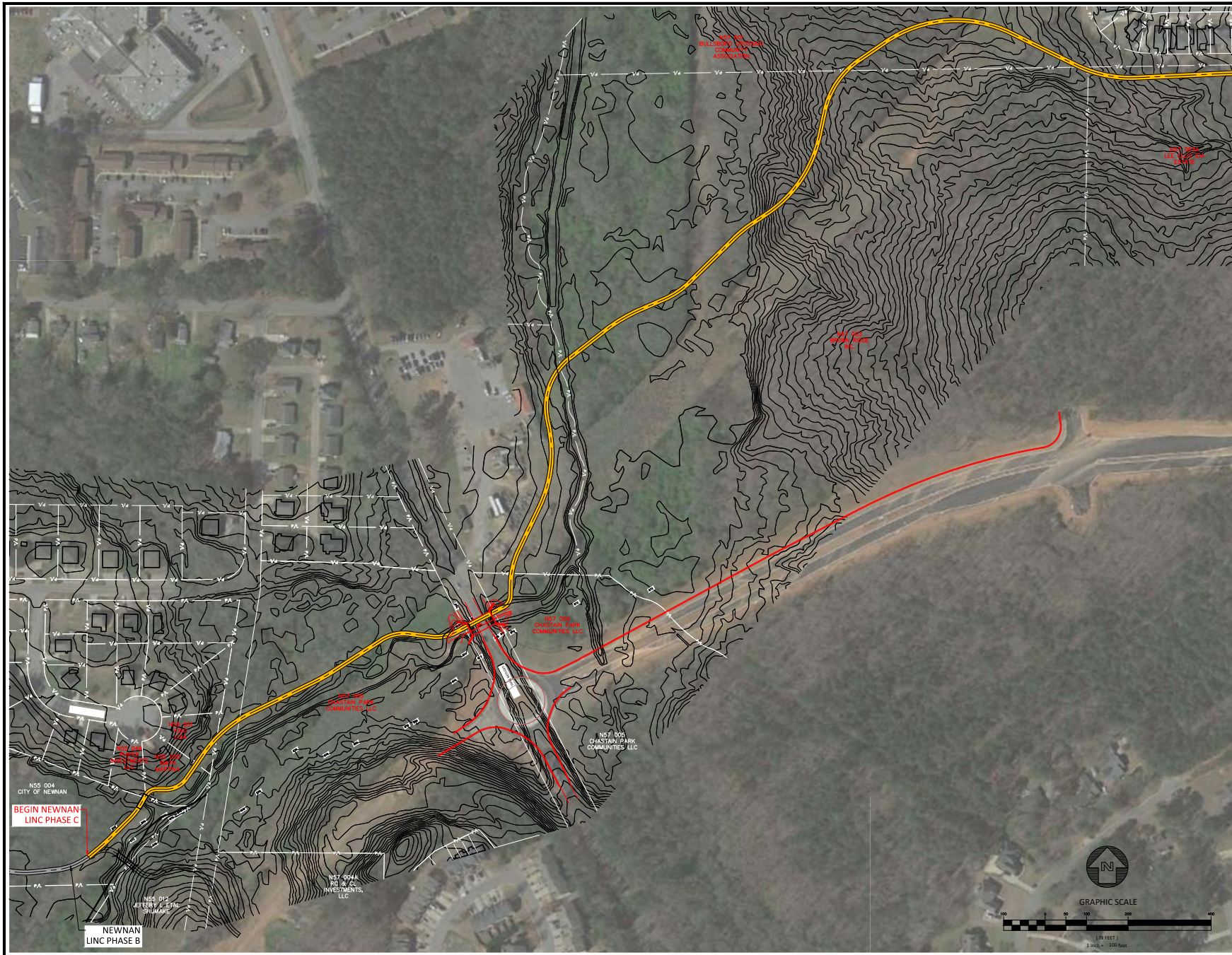
Attachments:

1. McIntosh Parkway/Greison Trail Contract Change Order
2. Conceptual Alignment for LINC Section C displaying culvert location

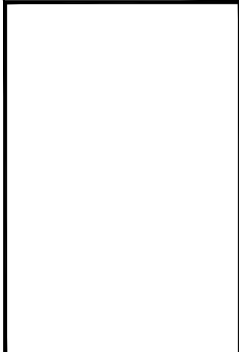
Previous Discussions with Council: Newnan City Council, at the March 26, 2019 Retreat, discussed the funding of LINC Section C.

**MCINTOSH PARKWAY
GREISON TRAIL CULVERT**

ITEM CODE	DESCRIPTION	QTY.	UNIT	UNIT PRICE	SE TOTAL COST
150-1000	TRAFFIC CONTROL	LS	1	\$ 11,750.00	\$ 11,750.00
163-0232	TEMPORARY GRASSING	AC	0.1	\$ 435.00	\$ 43.50
163-0240	MULCH	TN	0.2	\$ 300.00	\$ 60.00
163-0300	CONSTRUCTION EXIT	EA	1	\$ 1,756.50	\$ 1,756.50
165-0030	MAINTENANCE OF TEMP. SILT FENCE	LF	150	\$ 0.85	\$ 127.50
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	\$ 341.00	\$ 341.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	150	\$ 3.00	\$ 450.00
207-0203	TYPE II FOUNDATION BACKFILL MATERIAL	CY	250	\$ 42.50	\$ 10,625.00
210-0200	GRADING COMPLETE	LS	1	\$ 132,500.00	\$ 132,500.00
301-1101	GRADED AGGREGATE BASE	TN	40	\$ 28.10	\$ 1,124.00
318-3000	AGGREGATE SURFACE COURSE	TN	15	\$ 23.85	\$ 357.75
402-3113	ASPH TOPPING COURSE - 12.5 MM	TN	8	\$ 85.00	\$ 680.00
402-3121	ASPH BASE COURSE - 25 MM	TN	15	\$ 67.00	\$ 1,005.00
402-3190	ASPH BINDER COURSE - 19 MM	TN	8	\$ 81.50	\$ 652.00
413-1000	BITUM TACK COAT	GL	30	\$ 0.10	\$ 3.00
457-1010	GEOGRID REINFORCEMENT, TP B	SY	90	\$ 3.80	\$ 342.00
500-3101	CLASS A CONCRETE	CY	360	\$ 352.50	\$ 126,900.00
511-1000	BAR REINF STEEL	LB	43000	\$ 1.22	\$ 52,460.00
636-1020	HIGHWAY SIGNS, TYPE 1, MATL, REFL SHEETING, TYPE 3	SF	430	\$ 18.00	\$ 7,740.00
636-2070	GALVINIZED STEEL POSTS, TYPE 7	LF	810	\$ 8.75	\$ 7,087.50
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	70	\$ 0.70	\$ 49.00
653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	70	\$ 0.70	\$ 49.00
654-1001	RAISED PAVEMENT MARKERS TP 1	EA	1	\$ 5.00	\$ 5.00
700-6910	PERMANENT GRASS	AC	0.1	\$ 1,061.00	\$ 106.10
700-7000	AGRICULTURAL LIME	TN	19	\$ 210.00	\$ 3,990.00
700-8000	FERTILIZER MIXED GRADE	TN	0.1	\$ 557.00	\$ 55.70
700-8100	FERTILIZER NITROGEN CONTENT	LB	6	\$ 2.00	\$ 12.00
700-9300	SOD	SY	50	\$ 6.00	\$ 300.00
WATER DISTRIBUTION AND SANITARY SEWER					
670-2390	REMOVE WATER MAIN, 20 IN	LF	125	\$ 22.00	\$ 2,750.00
670-1220	WATER MAIN, 20 IN	LF	150	\$ 465.00	\$ 69,750.00
670-1490	CUT AND CAP EXISTING WATER MAIN	EA	2	\$ 1,910.00	\$ 3,820.00
670-2002	VALVE MARKER	EA	2	\$ 26.50	\$ 53.00
670-4490	CONCRETE THRUST COLLAR	EA	4	\$ 5,200.00	\$ 20,800.00
ADDITIONAL COST					\$ 457,744.55
REMOVED FROM SCOPE - NOT INSTALLED (SAVINGS)					
441-0600	CONC HEADWALLS	CY	(50.00)	\$ 1,230.00	\$ (61,500.00)
550-1720	STORM DRAIN PIPE, 72" RCP	LF	(20.00)	\$ 522.25	\$ (10,445.00)
641-1200	GUARDRAIL, TYPE W	LF	(71.00)	\$ 53.00	\$ (3,763.00)
641-5001	GUARDRAIL ANCHORAGE, TYPE 1	EA	(1.00)	\$ 1,830.00	\$ (1,830.00)
641-5012	GUARDRAIL ANCHORAGE, TYPE 12	EA	(1.00)	\$ 3,952.00	\$ (3,952.00)
DEDUCTED COST					\$ (81,490.00)
NET CONTRACT CHANGE					\$ 376,254.55



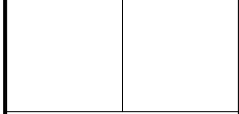
KAIZEN COLLABORATIVE
 2390 Main Street | Tucker, GA 30084 | 404.239.2521



REVISION	DATE	DESCRIPTION

KAIZEN PROJECT # 2018-150
 PROJECT MANAGER GGD

**NEWNAN LINC PHASE C
 NEWNAN, GA**



CONCEPT PLAN

SCALE: 1"=100'
 DATE: APRIL 12, 2019

SHEET NAME: **CP-01**

SANDERS, HAUGEN & SEARS, P.C.
ATTORNEYS AT LAW
11 PERRY STREET
P. O. BOX 1177
NEWNAN, GEORGIA 30264-1177
(770) 253-3880
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C. BRADFORD SEARS, JR.
E-MAIL: bsears@sandershaugen.com

WALTER D. SANDERS
(1909 – 1989)
WILLIS G. HAUGEN
(1924 – 2014)

TO: Mayor & City Council
Cleatus Phillips, City Manager
City of Newnan

FROM: C. Bradford Sears, Jr., Esq.
Sanders, Haugen & Sears, P.C.

DATE: May 21, 2019

RE: Special Election – Alcohol-“Sunday Brunch”

MEMORANDUM

Attached is the “Sunday Brunch” ordinance extending Sunday time to sell alcoholic beverages by the drink to 11:00 a.m. to 12:30 p.m. The current ordinance permits such sales only beginning at 12:30 p.m.

The ordinance must be adopted first, subject to later approval by the voters at a special election referendum at the November 5, 2019 General Election.

Upon adoption of the ordinance the attached resolution call for the Special Election Referendum must be adopted no later than July 18, 2019.

With the summer council schedules and members summer schedules, I would suggest placing the ordinance for adoption on the May 28, 2019 council agenda.

AN ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF NEWNAN, GEORGIA, AT CHAPTER 6, ALCOHOLIC BEVERAGES, SECTION 3-11, TIMES FOR SALES, BY REPEALING THE PRESENT SECTION IN ITS ENTIRETY, ADOPTING IN LIEU THEREOF NEW REGULATIONS FOR DAYS AND HOURS FOR SALE OF ALCOHOLIC BEVERAGES IN CERTAIN ESTABLISHMENTS LICENSED FOR ON-PREMISES CONSUMPTION, CONDITIONED UPON APPROVAL OF THIS ORDINANCE IN A REFERENDUM CALLED FOR THAT PURPOSE; PROVIDING FOR NOTICE TO THE COWETA COUNTY BOARD OF ELECTIONS AND REGISTRATION FOR THE CALL OF THE REFERENDUM; REPEALING CONFLICTING ORDINANCES AND PARTS THEREOF; RESTATING THE CODE, AS MODIFIED BY THIS ORDINANCE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NEWNAN, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Code of Ordinances of Newnan, Georgia is hereby amended at Chapter 3, ALCOHOLIC BEVERAGES, at Section 3-11, TIMES FOR SALES, by repealing the present section in its entirety and adopting in lieu thereof the following:

Sect.3-11 – TIMES FOR SALES.

(a) It shall be unlawful for any beer, malt beverage or wine package dealer in the city to sell, dispense or deliver any beer, malt beverages or wine except between the hours of 7:00 a.m. and 2:00 a.m. Monday through Saturday morning, and except between the hours of 7:00 a.m., Saturday morning through 12:00 midnight Saturday night and except between the hours of 12:30 p.m. Sunday afternoon and 11:30 p.m. Sunday night provided, no beer, malt beverages or wine shall be sold, dispensed, or delivered by a beer, malt beverage or wine package dealer from 12:00 midnight Saturday night through 12:30 pm. Sunday afternoon and from 11:30 p.m. Sunday night through 7:00 a.m., Monday morning.

(b) It shall be unlawful for any business establishments serving food licensed to sell malt beverages, wine or distilled spirits by the drink for consumption on the premises only pursuant to this chapter to sell, dispense or deliver alcoholic beverages for consumption on the premises except between the hours of 7:00 a.m. and 2:00 a.m., Monday through Saturday, and except between the hours of 7:00 a.m. Saturday morning through 2:00 a.m. Sunday morning, and except between the hours of 11:00 a.m. Sunday morning and 2:00 a.m. Monday morning.

(c) Notwithstanding the prohibition set forth in paragraph (b) hereinabove, business establishments serving food, licensed to sell malt beverages wine or distilled spirits by the drink for consumption only on the premises may permit alcoholic beverages purchased prior to 2:00 a.m. an additional 30 minutes to be consumed on the premises.

(d) The sale of alcoholic beverages on election days is permitted within the city; provided, however, it shall be unlawful for any person to sell alcoholic beverages within 250 feet of any polling place or if the outer edge of any building within which such polling place is established during the hours the polls are open.

Section 2. The provisions of Section 1 of this Ordinance shall only become effective if approved by a majority of the qualified electors of the City of Newnan voting in a referendum conducted as hereinafter provided. Within ten (10) days of the enactment of this Ordinance on second and final reading, the City Clerk shall give written notice of such enactment, and a certified copy thereof, to the Chairman of the Coweta County Board of Elections and Registration. It shall be the duty of such Board, not more than 30 days after receipt of notice of the enactment, to call an election to be held in conjunction with the city's general election on Tuesday, November 5, 2019 for the purpose of submitting the question of Sunday sales in certain establishments licensed for on-premises consumption and hotels during the hours of 11:00 a.m. until 12:30 p.m., pursuant to O.C.G.A. Sec. 3-3-7, to the qualified electors of the City for approval or rejection. The Board shall cause the date and purpose of the election to be published in the official organ of the county once a week for two weeks immediately preceding the date thereof. The ballot shall have printed thereon the words:

“[YES] Shall the governing authority of the City of Newnan be authorized to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage

[NO] purposes by the drink from 11:00 a.m. to 12:30 p.m.?”

All persons desiring to vote for approval of Sunday sales shall vote “YES” and those persons desiring to vote for rejection of Sunday sales shall vote “NO”.

Section 3. All ordinances or parts thereof in conflict with the foregoing are expressly repealed

Section 4. Except as modified herein, The Code of Ordinances of Newnan, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 5. This ordinance shall become effective November 17, 2019 if a majority of the qualified electors voting in the referendum called for that

purpose vote for approval; otherwise, this Ordinance shall be of no legal force and effect.

ADOPTED in open session, regularly assembled this ____ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Cynthia E. Jenkins, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

A RESOLUTION

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF NEWNAN, GEORGIA, CALLING FOR A REFERENDUM TO BE HELD IN CONJUNCTION WITH THE CITY'S GENERAL ELECTION TO BE HELD NOVEMBER 5, 2019 FOR THE PURPOSE OF APPROVING AN AMENDMENT TO THE CODE OF NEWNAN, GEORGIA CHANGING THE TIMES CERTAIN ESTABLISHMENTS LICENSED TO SELL ALCOHOLIC BEVERAGES FOR CONSUMPTION ON THE PREMISES MAY SELL ON SUNDAYS, AND FOR OTHER PURPOSES.

Pursuant to that certain Ordinance No. 19-_____, enacted _____, 2019 to amend the provisions of the Code of Newnan, Georgia, pertaining to the sale of alcoholic beverages on Sundays by certain retail consumption licensees, it is hereby RESOLVED as follows:

“The provisions of Section 1 of this Ordinance [adopted _____ 2019] shall only become effective if approved by a majority of the qualified electors of the City of Newnan voting in a referendum conducted as hereinafter provided. Within ten (10) days of the enactment of this Ordinance on second and final reading, the City Clerk shall give written notice of such enactment, and a certified copy thereof, to the Chairman of the Coweta County Board of Elections and Registration. It shall be the duty of such Board, not more than 30 days after receipt of notice of the enactment, to call an election to be held in conjunction with the City's general election on Tuesday, November 5, 2019 for the purpose of submitting the question of Sunday sales in certain establishments licensed for on-premises consumption and hotels during the hours of 11:00 a.m. until 12:30 p.m., pursuant to O.C.G.A. Sec. 3-3-7, to the qualified electors of the City for approval or rejection. The Board shall cause the date and purpose of the election to be published in the official organ of the county once a week for two weeks immediately preceding the date thereof. The ballot shall have printed thereon the words:

- “[YES] Shall the governing authority of the City of Newnan be authorized to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage**
[NO] purposes by the drink from 11:00 a.m. to 12:30 p.m.?”

All persons desiring to vote for approval of Sunday sales shall vote "YES" and those persons desiring to vote for rejection of Sunday sales shall vote "NO".

SO RESOLVED, this _____ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

Keith Brady, Mayor

REVIEWED AS TO FORM:

Cynthia Jenkins, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

George Alexander, Councilmember

Cleatus Phillips, City Manager

Ray DuBose, Councilmember

Rhodes Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF NEWNAN BY ADOPTING A
FAT, OILS AND GREASE MANAGEMENT ORDINANCE
FOR THE CITY; AND FOR OTHER PURPOSES**

Whereas, the City has determined by recommendation of the Newnan Water, Sewerage and Light Commission, hereby known as Newnan Utilities, that it is necessary and proper to adopt an ordinance establishing uniform maintenance and monitoring requirements for controlling the discharge of grease from food service facilities discharging into the City's wastewater collection system and commercial grease haulers in order to provide a healthy environment for the City's future to benefit the quality of the cleanliness within the City, and to protect the City's wastewater collection and treatment facilities.

Now therefore, be it ordained by the City Council of the City of Newnan and it is hereby ordained by the authority of same that the following be adopted as Section 116.00, Fat, Oils, and Grease Management, of Chapter 21, Utilities, Article IV, Water and Sewerage, of the Code of Ordinances of the City of Newnan.

SECTION I: Section 116.00. FAT, OILS, AND GREASE MANAGEMENT.

Section 116.01. Definitions.

Food Service Facility or *Facility* means any food service facility which prepares and/or packages food or beverages for sale or consumption, on or off site, except for private residences. Food service facilities shall include, but are not limited to food courts, food manufacturers, food packagers, restaurants, grocery stores, bakeries, lounges, hospitals, hotels, nursing homes, churches, schools and all other food service facilities not listed above.

Garbage Disposal means a device which shreds or grinds up waste materials into smaller portions for discharge into the City's wastewater collection system.

GMP Official means a member of the staff of the Newnan Utilities Grease Management Program.

Gray Water means all the liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.

Grease means a material either liquid or solid, composed primarily of fat, oil and grease from animal or vegetable sources. The terms "fats oils and grease (FOG)", "oil and grease" or "oil and grease substances" shall all be included within this definition.

Grease Hauler means a person who collects the contents of a grease interceptor or trap and transports it to an approved recycling or disposal facility. A grease

hauler may also provide other services to a food service facility related to grease interceptor maintenance.

Grease Interceptor means a device located underground and outside of a food service facility designed to collect, contain or remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity. Interceptors shall have at least two inspection hatches on the top surface to facilitate inspection, cleaning and maintenance by a grease hauler. Grease Interceptors will be a minimum of 1500 gallons. Newnan Utilities reserves the right to deviate from minimum size as deemed necessary.

Grease Trap means a device located in a food service facility or under a sink designed to collect, contain or remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity. Traps shall have a removable lid on the top surface to facilitate inspection, cleaning and maintenance.

Section 116.02. Purpose and Applicability.

- (a) *Purpose.* This ordinance establishes uniform maintenance and monitoring requirements for controlling the discharge of grease from food service facilities discharging into the City’s wastewater collection system and commercial grease haulers. The objectives of this ordinance are:
 - (1) to prevent the introduction of excessive amounts of grease into Newnan’s wastewater collection system.
 - (2) to prevent clogging or blocking of the City’s sewer lines due to grease build-up causing backup and flooding of streets, residences and commercial buildings, resulting in potential liability to the City.
 - (3) to implement a procedure to recover the costs incurred in cleaning and maintaining sewer lines and disposing of grease blockages.
 - (4) to implement a procedure to recover costs for any liability incurred by the City for damage caused by grease blockages resulting in the flooding of streets, residences or commercial buildings.
 - (5) to establish fees for the recovery of costs resulting from the program established herein.
- (b) *Applicability.* This shall apply to all food service facilities that are connected to Newnan Utilities collection system.

Section 116.03. Grease Traps and Interceptors.

- (a) *Requirements.* All food service facilities are required to have a grease trap or grease interceptor. The requirements in this Chapter are in

addition to any applicable requirements of current local and national Plumbing Codes.

- (1) *New Facilities.* On or after the effective date of this Chapter, food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to install, operate and maintain a grease interceptor or grease trap according to the requirements contained in this Chapter. Grease interceptors or grease traps shall be installed prior to the issuance of a certificate of occupancy.
- (2) *Existing Facilities.* For the purposes of sizing and installation of grease interceptors, all food service facilities existing within the City prior to the effective date of this Chapter shall be permitted to operate and maintain existing grease interceptors or grease traps provided their grease interceptors or grease traps are in efficient operating condition.

On or after the effective date of this Chapter, Newnan Utilities will require an existing food service facility to install, operate and maintain a new grease interceptor or trap that complies with the requirements of this Chapter or to modify or repair any noncompliant plumbing or existing interceptor or trap within 90 days of written notification by Newnan Utilities when any one or more of the following conditions exist.

- a. The facility is found to be contributing oils and grease in quantities enough to cause line stoppages or necessitate increased maintenance on the wastewater collection system.
 - b. The facility does not have a grease interceptor or trap.
 - c. The facility has an undersized, irreparable or defective grease interceptor or trap.
 - d. Remodeling of the food preparation or kitchen waste plumbing system is performed which requires a plumbing permit to be issued by the City of Newnan.
 - e. The existing facility is sold or undergoes a change of ownership.
 - f. The existing facility does not have plumbing connections to a grease interceptor or trap in compliance with the requirements of this Chapter
- (b) *Plumbing Connections.* Grease interceptors or traps shall be in the food service facility's lateral sewer line between all fixtures which may

introduce grease into the sewer system and the connection to the City's wastewater collection system. Such fixtures shall include, but not be limited to, sinks, dishwashers, garbage disposals, automatic hood wash units, floor drains in food preparation and storage areas, and any other fixture which is determined to be a potential source of grease. Wastewater from sanitary facilities and other similar fixtures shall not be introduced into the grease interceptor or trap under any circumstances.

- (c) *Grease Traps.* Grease traps shall be prohibited for new food service facilities, except for those facilities where inadequate space is available for the installation of a grease interceptor. Approval of the installation of a grease trap instead of a grease interceptor at a new food service facility shall meet the following criteria:
- (1) *Trap design and location.* Grease traps shall conform to the standards of current local and national plumbing codes. Grease traps shall be installed in strict accordance with the manufacturer's instructions. Grease traps shall be equipped with a cover that can be opened for inspection and sampling and a mechanism for a secure closing.
 - (2) *Trap Capacity.* The capacity of the grease trap shall be related to any current local and national plumbing codes applicable.
 - (3) *Flow-Through Rate.* Flow-through rates shall be calculated in accordance with current local and national plumbing codes applicable.
 - (4) *Flow Control Device.* Grease traps shall be equipped with a device to control the rate of flow through the unit. The rate of flow shall not exceed the manufacturers rated capacity recommended in gallons per minute for the unit.
 - (5) *Venting.* The flow-control device and the grease trap shall be vented in accordance with current local and national plumbing codes.
 - (6) *Inspection, Cleaning and Maintenance.* Newnan Utilities and/or contractor will be responsible for inspections and cleaning of grease traps. This will be performed at a frequency deemed appropriate by representatives of Newnan Utilities. All repairs and maintenance of grease traps are the responsibility of the owner. A written notice to repair will be issued by Newnan Utilities. Once this notice has been issued the owner has 30 days to complete repairs.
 - (7) *Inspection.* Grease traps shall be inspected by Newnan Utilities as necessary to assure proper efficiency of the grease trap is being achieved.

- (8) *Repairs.* The food service facility shall be responsible for the cost and scheduling of all repairs to their grease trap(s). Repairs required by a GMP Official shall be completed within 30 calendar days after the date of written notice of required repairs is received by the facility, unless Newnan Utilities approves in writing of a different schedule.
 - (9) *Disposal.* Grease and solid materials removed from a grease trap shall be disposed of in the solid waste disposal system by a method approved by Newnan Utilities.
 - (10) *Location.* Grease traps must be located at the furthest possible point from the sink for the trap to work at a high degree of efficiency.
- (d) *Grease Interceptors.* Grease interceptors shall be installed at all new food service facilities except where physical space is limited. All new and existing grease interceptors shall meet the following criteria:
- (1) *Interceptor design and location.* Grease interceptors shall have a minimum of two compartments and shall be capable of separation and retention of grease and storage of settled solids. Interceptor design shall conform with the requirements of current local and national plumbing codes. A control manhole over each compartment for monitoring purposes shall be required and installed at the owner/operator's sole expense. Covers shall have a gas tight fit. The grease interceptor shall be designed, constructed and installed for adequate load-bearing capacity. Flow control devices shall be required where the water flow through the interceptor may exceed its rated flow. Interceptors shall be installed in a location outside of the building which always provides easy access for inspections, cleaning and proper maintenance, including pumping.
 - (2) *Interceptor capacity.* The Owner/Operator of the facility shall furnish definite and complete information on the facility as set forth herein. The Owner/Operator shall be responsible for the accuracy thereof. If the size of the initially installed grease interceptor fails, in Newnan Utilities opinion, to adequately perform, the Owner/Operator shall install a grease interceptor which in Newnan Utilities opinion will adequately perform. Grease interceptor capacity calculations shall then be performed by Newnan Utilities based on size and type of operation according to current local and national plumbing codes. Minimum capacity of any one unit shall be 1500 gallons. Newnan Utilities reserves the right to deviate from minimum size as deemed necessary. Where enough capacity cannot be achieved with a single unit, installation of grease interceptors in series is required. The capacity of the grease interceptor required for food manufacturing or processing facilities which are not covered by the current local and national

plumbing codes shall be approved by the GMP Official according to the mass and type of food prepared, the wastewater volume produced from food preparation or manufacture, total hours of operation per day and a load factor depending on the installed equipment. The Grease Trap Formula guidelines required by Newnan Utilities are stated below:

Grease Trap Formula:

Design – The following dosing equations are taken from the Manual for On-Site Sewage Management Systems published by the Georgia Department of Human Resources Division of Public Health.

Restaurants:

$(S) \times (GS) \times (HR) \times (LF) \div 12 =$ Grease Interceptor capacity in gallons, where:

- S= Number of seats in dining area
- GS= Gallons of wastewater per seat (use 25)
- HR= Number of hours open for business
- LF= Load Factor (use 1)
- 12= Number of months in a year

Newnan Utilities allows only 1500-gallon grease interceptors. For projects requiring more than 1500-gallon capacity, interceptors will be installed in multiples of 1500-gallon tanks in a series.

Example: For a restaurant with a 75-seat dining area, a 12-hour day operation, a typical discharge of 25 gallons per seat, and located on a main highway, the size of the grease interceptor is calculated as follows:

$(75) \times (25) \times (12) \times (1.0) \div 12$ months per year = 1875-gallon capacity; use two (2) 1500-gallon grease interceptors installed in series.

Hospitals, Nursing Homes, other type commercial kitchens with varied seating capacity:

$(M) \times (GM) \times (LF) \times (SC) =$ Grease Interceptor capacity in gallons, where:

- M= Meals
- GM= Gallons of wastewater per meal (use 5 gallons per meal)
- LF= Loading factor -1.0 with dishwashing, 0.5 without dishwashing
- SC= Storage capacity factor -1.0 for public sewer, 2.5 for on-site disposal

Example: A nursing home with 100 beds, a dishwasher, serving 3 meals per day, discharging to the public sewer is calculated as follows:

$$(300) \times (5) \times (1) \times (1) = 1500\text{-gallon capacity}$$

Any establishment that has food preparation of any type is required to have at least one 1500-gallon exterior grease interceptor. These establishments include, but are not limited to: Restaurants, Ice Cream Shops, Coffee Shops, Cafeterias, Deli's, Butcher Shops, Bakeries, Convenience Stores, Motels, Hotels, Churches, Schools, Day Cares, Etc.

For Water/Sewer Plan Review please provide the following:

- Site plan showing the connection to the sewer system, including test manhole
 - Interior layout plan showing square footage and all equipment, tables, plumbing fixtures, number of seats, etc.
 - A manifest from the cleaning company, if there is an existing grease trap.
- (3) *Inspection, Pumping and Maintenance.* Newnan Utilities and/or contractor shall be responsible for pumping, cleaning, and inspection of all grease interceptors. The food service facility will be responsible for installation and repairs of grease interceptors. Pumping services shall include the initial complete removal of all contents, including floating materials, wastewater and bottom sludges and solids from the interceptor.
- a. Waste haulers must have written permission from Newnan Utilities in order to return any gray water back into the grease interceptor. This permission will be granted on a case by case basis and will depend upon the methods by which the solids and grease are separated in order to assure that clear water is the only material returned to the grease interceptor.
- (4) *Pumping Frequency.* Each facilities' grease interceptor will be pumped a minimum of once every 12 weeks. Grease trap pumping is once per month. Newnan Utilities also has the right to decrease or increase the pumping frequency if Newnan Utilities determines it to be necessary or prudent.
- (5) *Variance Procedure.* If a food service facility determines that pumping once every 12 weeks is excessive then the facility may request a review of the above described pumping schedule.
- a. The food service facility shall submit written

correspondence explaining their request and reasoning, and providing all details pertaining to said request.

- b. The food service facility will also be required to pay a variance fee of \$300 plus any sampling done by Newnan Utilities.
 - c. At the time which the grease interceptor is due to be pumped a representative of Newnan Utilities will collect a sample from the discharge point of the grease Interceptor. After the sample is collected it will be analyzed for fats, oils, and grease content by a laboratory chosen by Newnan Utilities.
 - d. For the variance to be considered, the sample must show a fats, oils, and grease content of less than 100 mg/l. If the sample does show a level below this then a sample will be taken once a week until the sample exceeds the 100 mg/l mark established. Thus, the time elapsed between the last pumping and the time at which the sample exceeds the above-mentioned mark will then be the frequency at which that particular trap is pumped.
 - e. If at any time the food service facility changes ownership or does any type of renovation the schedule will revert to the original schedule established by Newnan Utilities.
 - f. If the initial sample taken from a grease interceptor is not below the 100mg/l mark, then the variance will not be considered.
- (6) *Inspection.* Grease interceptors shall be inspected by a GMP Official as necessary.
- (7) *Repairs.* Each food service facility shall be responsible for the cost and scheduling of all repairs to its grease interceptor(s). Repairs required by a GMP Official shall be corrected within 30 calendar days after the date a written notice requiring the repairs are received by the facility or unless notice from Newnan Utilities establishes a different compliance date.
- (8) *Disposal.* Wastes removed from each grease interceptor shall be disposed of at a facility permitted by the State of Environmental Protection Chapter of the Georgia Department of Natural Resources to receive such wastes or at a location designated by Newnan Utilities for such purposes. Neither grease or solid materials removed from interceptors shall be returned to any grease interceptor, private sewer line or to any portion of Newnan Utilities wastewater collection system or Water Reclamation Facilities without prior written permission GMP Official.

- (9) *Interceptor Additives.* Any chemicals, enzymes, emulsifiers, live bacteria or other grease cutters or additives are not permitted by Newnan Utilities unless authorized by a GMP Official. MSDS sheets and any other applicable information concerning the composition, frequency of use and mode of action of the proposed additive shall be sent to Newnan Utilities together with a written statement outlining the proposed use of the additive(s). Based upon the information received and any other information solicited from the potential user or supplier, Newnan Utilities shall permit or deny the use of the additive in writing. Permission to use any specific additive may be withdrawn by Newnan Utilities at any time.
- (10) *Alternative grease removal devices or technologies.* Alternative devices and technologies such as automatic grease removal systems shall be subject to written approval by a GMP Official prior to installation. Approval of the device shall be based on demonstrated (proven) removal efficiencies and reliability of operation. Newnan Utilities may approve these types of devices depending on manufacturer's specifications on a case by case basis.

Section 116.04. Food Service Facility Inspection Procedure.

- (a) *Entry.* Each food service facility shall allow the GMP official and other duly authorized employees or agents of Newnan Utilities bearing proper credentials and identifications access at all reasonable times to all parts of the premises for the purpose of inspection, observation, records examination, measurement, sampling and testing in accordance with the provisions of this Chapter. The refusal of any food service facility to allow the GMP official entry to or upon the facility's premises for purposes of inspection, sampling effluents or inspecting and copying records or performing such other duties as shall be required by this Chapter shall constitute a violation of this Chapter. The GMP Official may seek a warrant or use such other legal procedures as may be advisable and reasonably necessary to discharge his duties pursuant to this Chapter.
- (b) *Inspection.* All food service facilities shall be inspected as follows:
- (1) *Inspections.* The GMP Official shall inspect food service facilities on both a scheduled and unscheduled basis. If any deficiencies are recorded by the GMP Official during an inspection, the GMP Official shall provide the food service facility a written notice to correct the deficiency within 30 calendar days, and a tentative date for a first re-inspection.

- (2) *Re-inspections.* The GMP Official shall re-inspect food service facilities which received deficiency notices after the original inspection. The GMP Official shall inspect any repairs or other deficiencies and shall provide written notice of compliance or non-compliance. In the event the food service facility has returned to compliance with all the deficiencies, there shall be no charge for the re-inspection.
- a. In the event of continuing non-compliance, successive re-inspections will be scheduled, and appropriate fees shall be charged to the food service facility concerned for the first and all successive re-inspections. A first re-inspection shall be performed after a minimum of 30 calendar days have elapsed to allow for corrective action by the food service facility to be completed.
- (c) *Monitoring.* Newnan Utilities shall have the right to sample and analyze the wastewater from any food service facility at any time to determine levels of grease contained within a facilities discharge.

Section 116.05. Grease Haulers.

- (a) *Spill Reporting.* Any accident, spill, or other discharge of grease or gray water which occurs within the City shall be reported to Newnan Utilities by the grease hauler as soon as possible but not longer than 24 hours after the incident. The grease hauler shall comply with all procedures contained in Federal, State and local regulations. The grease hauler shall be responsible for all clean-up procedures and costs.
- (b) *Record Keeping.* Grease haulers shall retain and make available for inspection and copying, all records related to grease interceptor pumping and grease disposal from businesses connected to Newnan Utilities wastewater collection service system. These records shall remain available for a period of at least three (3) years. Newnan Utilities may require additional record keeping and reporting, as necessary, to ensure compliance with the terms of this Chapter. Any food service facility requesting a manifest may do so in writing.
- (c) *Vehicle Inspection.* Grease haulers shall permit Newnan Utilities to inspect grease hauler's registered vehicles.

Section 116.06. Fees.

- (a) *Fees and Billing.* The fees provided for in this Chapter are separate and distinct from all other fees chargeable by the City. All fees shall become immediately due and owing to Newnan Utilities upon receipt of invoice(s) for rendition of services. Fees are

included on Newnan Utilities monthly statements and are subject to delinquent fees if not paid by the due date.

- (1) *Variance Fee.* A food service facility applying for a variance shall provide variance fee of \$300.
- (2) *Failure to Repair Fee.* Any Food Service Facility failing to adhere to repair request within the allotted 30 days will be charged \$50 per day over and beyond 30 days.
- (3) *Pumping Fees.* Facilities shall be charged fees determined by Newnan Utilities to be included on their monthly statements.
- (4) All fees provided for herein may be adjusted by Newnan Utilities as it deems to be appropriate.

Section 116.07. Legal Proceedings.

- (a) *Search Warrant.* Newnan Utilities, through the City Attorney, may seek to obtain a search warrant from the appropriate authority to gain access to a food service facility for the purposes of inspection and monitoring if such lawful entry has previously been denied by the food service facility
- (b) *Injunctive and Other Relief.* The City, through the City Attorney, may file a petition in the name of the City in the Municipal Court, the Superior Court of the County or such other courts as may have jurisdiction seeking the issuance of an injunction, damages, or other appropriate relief to enforce the provisions of this Chapter or other applicable law or regulation. Suit may be brought to recover any and all damages suffered by the City as a result of any action or inaction of any person who causes or suffers damage to occur to the City's wastewater collection system, or for any other expense, loss or damage of any kind or nature suffered by the City.
- (c) *Criminal Mischief.* No person shall maliciously, willfully or deliberately break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part Newnan Utilities sewer system or Utilities Department. Any person violating this provision shall be subject to immediate arrest under charge of destruction of public property.
- (d) *Citations.* Violators of the provisions of this Chapter shall be subject to be issued a citation to appear in the City of Newnan Municipal Court to answer to the charge.

- (e) *Remedies Nonexclusive.* The remedies provided for in the ordinance are not mutually exclusive. The GMP Official may take any, all, or any combination of these actions against a noncompliant person.

Section 116.08. Penalties.

- (a) *Falsifying Information.* Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Chapter, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this Chapter or shall violate any other provision of this Chapter, shall be subject to be issued a citation to appear in the City of Newnan Municipal Court and shall, upon conviction, be subject to a penalty in an amount not to exceed \$500.00 or by imprisonment for not more than six months, or by both. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

Section 116.09. Administrative enforcement and abatement.

- (a) *Service Revocation.* Any services provided by Newnan Utilities may be suspended for the following reasons:
- (1) Falsification of any information submitted as part of the registration.
 - (2) Failure to comply with any requirements or regulations concerning discharges to the Newnan Utilities wastewater collection system.
 - (3) Failure to comply with any requirements or regulations concerning grease interceptors
 - (4) Failure to pay required fees, or any assessed surcharges in a timely manner.

SECTION II: All ordinances or parts of ordinances in conflict or inconsistent with this ordinance hereby are repealed.

SECTION III. This ordinance shall be effective upon adoption.

Adopted in regular session assembled, this ____ day of _____, 2019.

ATTEST:

Della Hill, City Clerk

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cleatus Phillips, City Manager

L. Keith Brady, Mayor

Cynthia E. Jenkins, Mayor Pro-Tem

George M. Alexander, Councilmember

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

David Reynolds
17.97± acres, Hwy. 29N and
Old Atlanta Highway
LL 88, Fifth Land District

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY
LOCATED OFF HIGHWAY 29 NORTH AND OLD ATLANTA ROAD,
17.97± ACRES, IN LAND LOT 88 OF THE
FIFTH LAND DISTRICT, IN THE CITY OF NEWNAN, GEORGIA**

WHEREAS, the owners have filed an application for rezoning of the property further identified as 17.97± acres off Highway 29 North and Old Atlanta Highway and shown on Exhibit "A" and Plat of Survey as shown on Exhibit "B" from the City of Newnan Zoning Classification RU-7 (Urban Residential Single-Family Dwelling District-High Density), to the City of Newnan Zoning Classification PDR (Planned Development Residential); and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 28th day of May, 2019; and

WHEREAS, after the above-referenced public hearing, the City Council has determined the re-zoning of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised as follows:

Section I. That the following described property be rezoned PDR (Planned Development Residential), 17.97± acres off Highway 29 North and Old Atlanta Highway as shown on Exhibit "A" and Plat of Survey as shown on Exhibit "B" attached hereto and made a part hereof, subject to the following conditions:

- (1) The development will utilize architectural guidelines and covenants to ensure a quality product.
- (2) All homes will be individually owned.

- (3) The development shall be limited to a maximum of 68 lots.
- (4) Homes will be constructed using a combination of brick, stone, shiplap and other mixed elements that reflect a premium standard of quality.
- (5) Amenities shall include the parks and open space features depicted in the project data and shown on the concept plan/site plan attached hereto in the Development Agreement as Exhibit "C", Page 11 of 23, and made a part hereof.
- (6) The development will provide fire emergency access on Highway 29 to be approved by the Georgia Department of Transportation.
- (7) The rezoning will be subject to the execution of the Development Agreement being tendered by the applicant to ensure consistency with the concept plan/site plan, density, project data and architectural details provided as part of the application and attached hereto as Exhibit "C" and by referenced made a part hereof.

Section II. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section III. This ordinance shall be effective upon adoption.

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

ATTEST:

L. Keith Brady, Mayor

Della Hill, City Clerk

Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

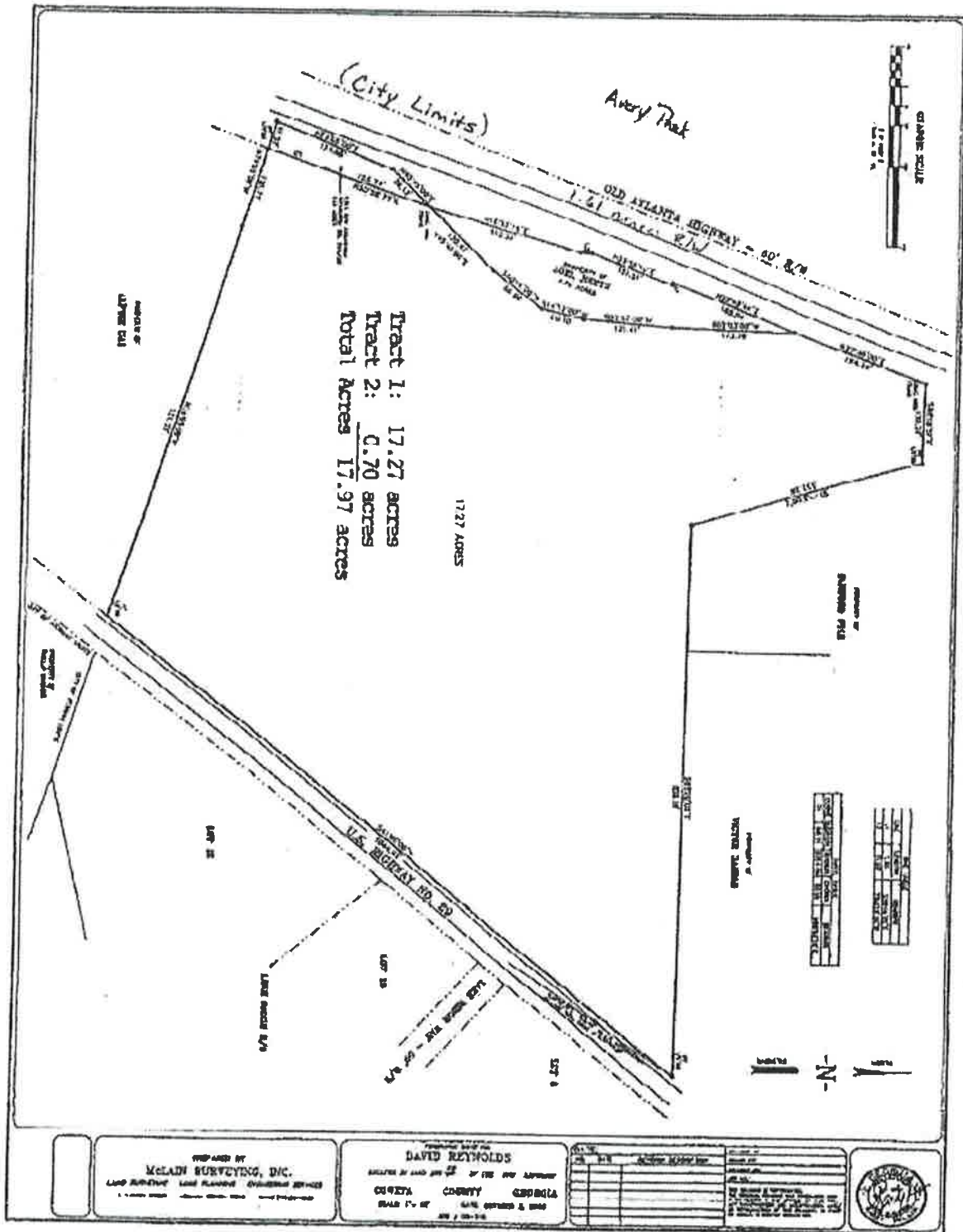
Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 88 of the Fifth Land District of Coweta County, Georgia containing 17.97 acres according to topographic survey for David Reynolds dated October 3, 2005 made by McLain Surveying, Inc., Georgia Registered Land Surveyor, attached hereto as Exhibit "B" and by reference made a part hereof, reference to which plat is hereby made for a more particular and accurate description of the property herein described.

EXHIBIT "B"



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF NEWNAN, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia (hereinafter "City") and BRIDGEWALK, LLC, the applicant and developer of the property at Land Lot 8 in the 5th District of Coweta County (hereinafter "Developer").

PREAMBLE

WHEREAS, Developer is under contract to become the owner of that certain property which consists of approximately 17.97 acres (hereinafter "Property") located in Land Lot 8 of the 5th District of Coweta County, Georgia and located within the City of Newnan, Georgia, (see exhibits "A" and "B") , and known as the Reynolds' Property;

And WHEREAS, said Developer is asking for re-zoning to PDR on the 28th day of May, in case number _____, Ordinance No. _____, in accordance with the City of Newnan Zoning Ordinance.

WHEREAS, it is the desire of all parties to receive assurances from the other that certain essential events will occur in order to facilitate the development of the Property, to ensure that the Property will be developed according to development standards of the City including, but not limited to, the zoning requirements of the City and according to the terms of this Agreement; and

WHEREAS, it is the desire of the parties hereto to coordinate such efforts.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated and for the sum of ONE and 00/100 DOLLAR (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.

Incorporation

The Provisions contained in the Preamble are incorporated herein,

2.

Development Standards for the Property

The Property consists of approximately 17.97 acres and shall be developed according to the following standards:

- The development of the Property will have a maximum density of 3.7 units per acre, as indicated within the BridgeWalk presentation documents, for a maximum of 68 lots.
- The development's implementation shall be consistent with the concept plan, architectural styles, and patterns to be illustrated in the presentation materials to be attached hereto as "Exhibit C" and by reference made a part hereof; and Developer shall submit the various

architectural plans and designs for timely review by the City Planning Department to ensure consistency and compliance throughout design and construction phases, in accordance with Exhibit C.

- The Developer agrees to execute this Development Agreement upon re-zoning approval by the City Council and to be subject to final conditions imposed by the Council as agreed to by the Developer
- The Developer shall draft and adopt the required architectural standards and guidelines, covenants and restrictions in order to ensure the development meets the design intent as presented and documented in the application.
- All conditions of Ordinance No. _____ re-zoning the property to PD-H are incorporated herein for reference.

3.

Date of Effectiveness of this Agreement

This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.

4.

Previous Written and Oral Statements

All previously written or transcribed plans, documents, letters, notes, minutes, and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.

5.

Amendment and Modification of Agreement

This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be in writing upon the mutual agreement of the parties, executed by the City and the Developer, or the Developer's assigns and successors in title to the remaining undeveloped portion of the above-described Property.

6.

Binding Effect

This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals
this _____ day of _____, 2019.

CITY OF NEWNAN, GEORGIA

By: _____

[SEAL]

ATTEST:

City Clerk

DEVELOPER: BRIDGEWALK, LLC

By: _____

Robert Farrow

Title: Developer

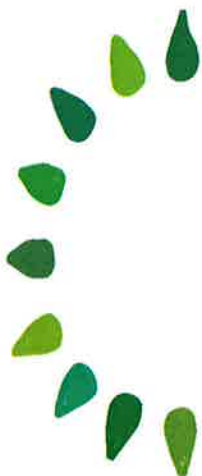
By: _____

Linda Keefe

Title: Developer

EXHIBIT "A"

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BRIDGEWALK

Vision

BridgeWalk LLC is pleased to present the vision for an extraordinary community located within the city limits of historic Newnan, Georgia. This community of 68 uniquely designed homes will be suited for discerning buyers of all age groups but will be of special interest to the active adults (55+).

The community plan provides for a variety of housing options ranging from cottages on 40 ft wide lots, with rear alley garages, to larger homes on 60 ft wide estate lots. There will be an abundance of open spaces for community life, recreation and fitness. The design principles utilized will promote wellness and a balanced holistic life. The community lawns and parks will provide amenities for activities such as picnics, yoga/fitness classes, and outdoor kitchen grilling. The multi acreage linear natural park will offer paths for walking and nature trails along the stream, with beautifully landscaped areas including an overlook pedestrian bridge. This unique feature for the community takes advantage of the natural terrain and offers an inviting respite area.

The home designs will be comfortable, quiet and healthy, and designed for today's living in mind, including personal outdoor living spaces. Architecturally the homes will be uniquely designed to reflect the local context of Newnan. Materials will be enduring with the use of brick, stone and wood siding. They will be energy efficient, offering the incorporation of geothermal systems which will minimize noise. The abundance of windows providing natural light and the selection of mindful materials such as low VOC paints will ensure a healthy environment.

Newnan is unique and has a special sense of place. The BridgeWalk Community will enhance that reputation and will offer a unique destination for life in Newnan.

Overarching Goals

3 MAJOR OBJECTIVES

- Appreciation of Newnan and your Legacy and Image
- Appreciation for the Land and the Environment
- Appreciation for Wellness in our Lives and Communities

EXHIBIT	C
PAGE	8 OF 23

Project Data

Site

- Approximately 17.97 Acres
- Within City of Newnan city limits
- Proposed Zoning PDR
- Entrances off Highway 29 North and Old Atlanta Highway
- Deceleration/Turn lanes and entrance locations meet DOT requirements
- Landscape buffers at Highway 29, North and South property lines
- Community will exceed zoning requirements for open area with 2 parks at the cottage lots, 2 community lawns/parks adjacent nature area with connecting picturesque pedestrian bridge and a multi acre natural area running the length of the site with walking paths and nature trails adjoining the natural stream.

EXHIBIT	C
PAGE	9 OF 24



Project Data

Homes

- 68 Homes Sites
- Cottage Lots, 40 ft wide, alley served with rear-entry garages - 30
- Traditional Lots, 50 ft wide - 28
- Estate Lots, 60 ft wide – 10
- Home prices expected to range from \$425,000 to \$550,000 plus.
- Sustainable and energy efficient, offering geo-thermal and well building standards.
- Average home size will be 2,200 SF living space with master suite common on the first floor. Materials will be brick, stone, wood siding, mixed elements reflecting premium standard of quality.

EXHIBIT	C
PAGE	10
OF	23



Site Plan



EXHIBIT C
PAGE 11 OF 123



Newnan, Georgia

Aerial Perspective



Highway 29 North

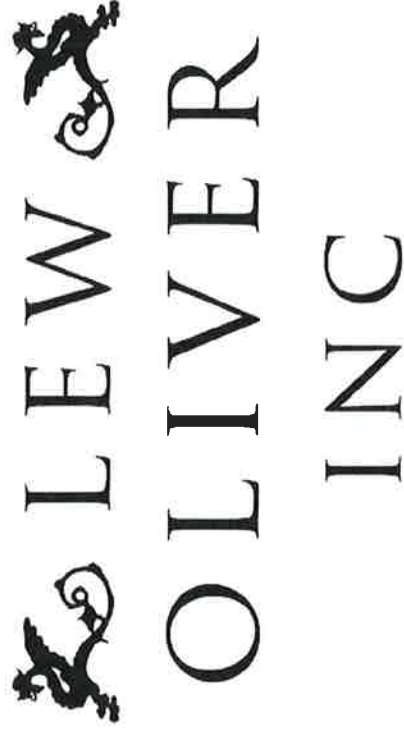
EXHIBIT C
PAGE 12 OF 23

Nature Park



EXHIBIT C
PAGE 13 OF 23

Architectural Character



WHOLE TOWN SOLUTIONS

Internationally Acclaimed Community
Planner/Designer for BridgeWalk



EXHIBIT	C
PAGE	14 OF 23

Architectural Character

LEW OLIVER VIDEO

Architectural Character



EXHIBIT *e*
PAGE 16 OF 23

Architectural Character



EXHIBIT C
PAGE 17 OF 23

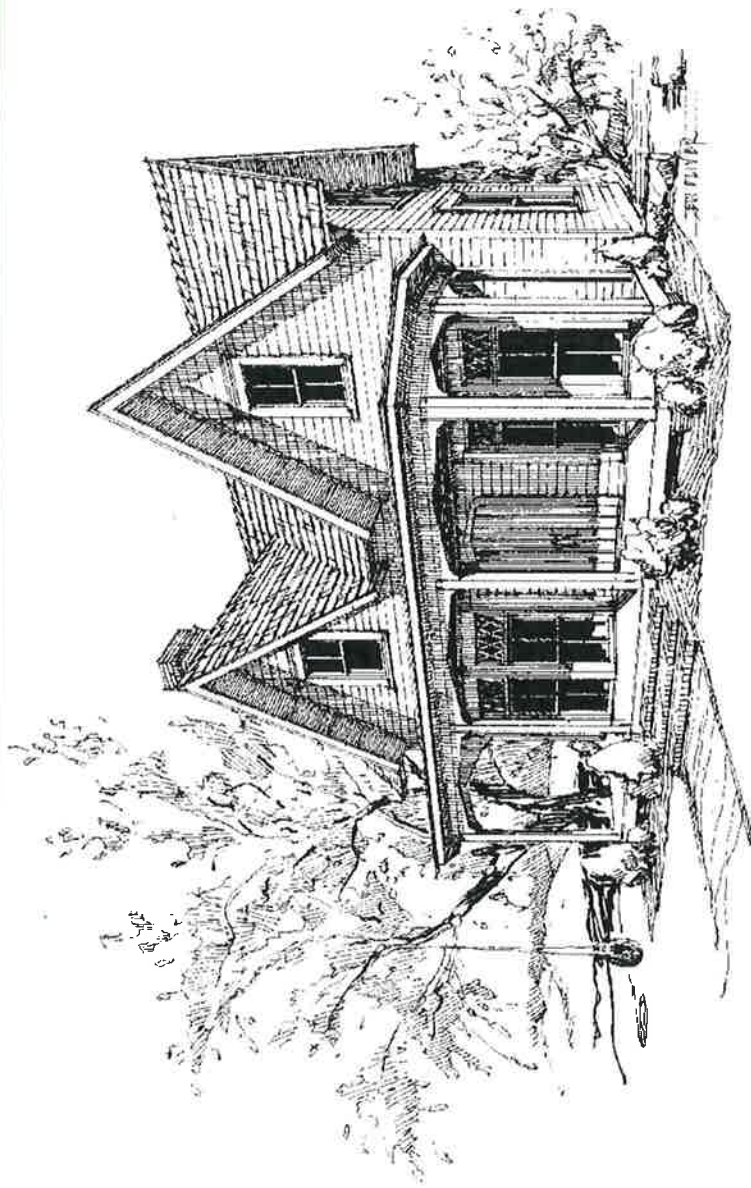
Architectural Character



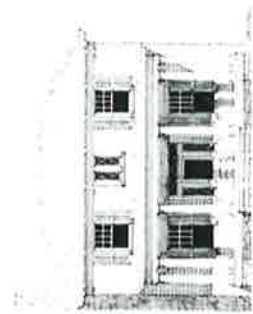
EXHIBIT C
PAGE 18 OF 23

Newnan, Georgia

Architectural Character



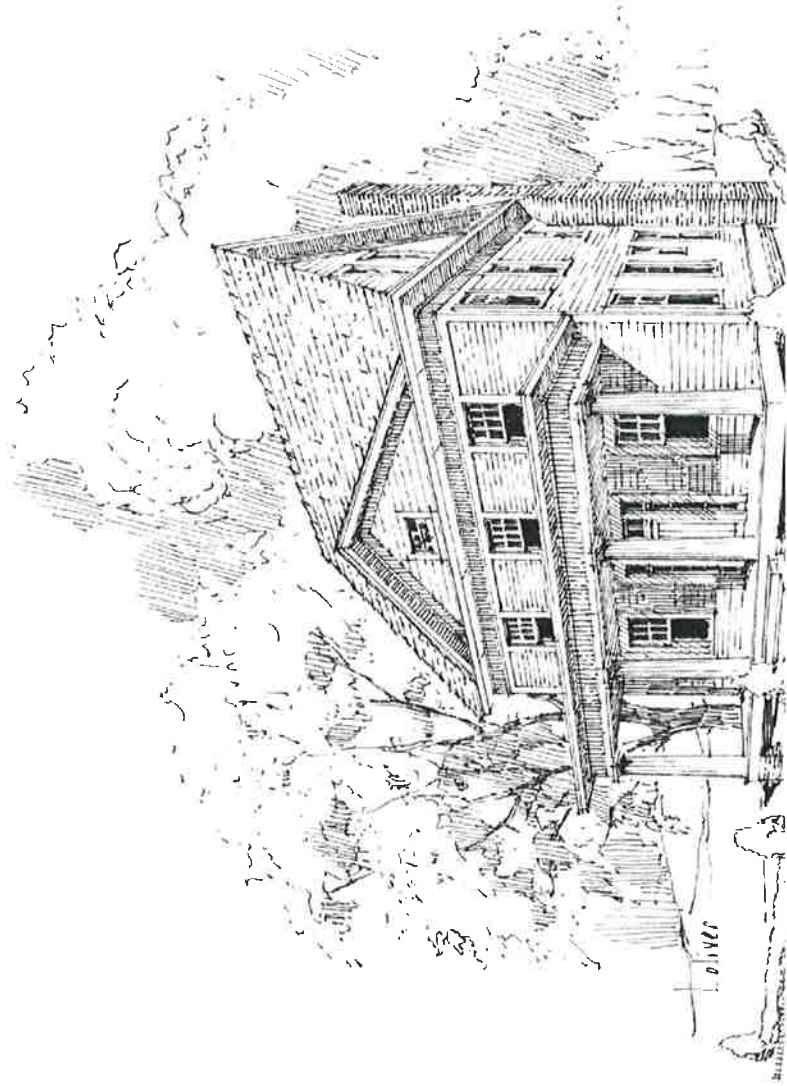
Charlotte's Folly



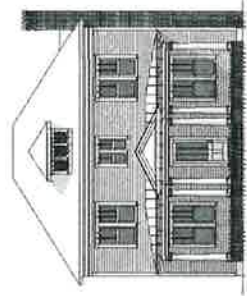
Beaufort

EXHIBIT C
PAGE 19 OF 23

Architectural Character



MIMOSA A



MIMOSA B

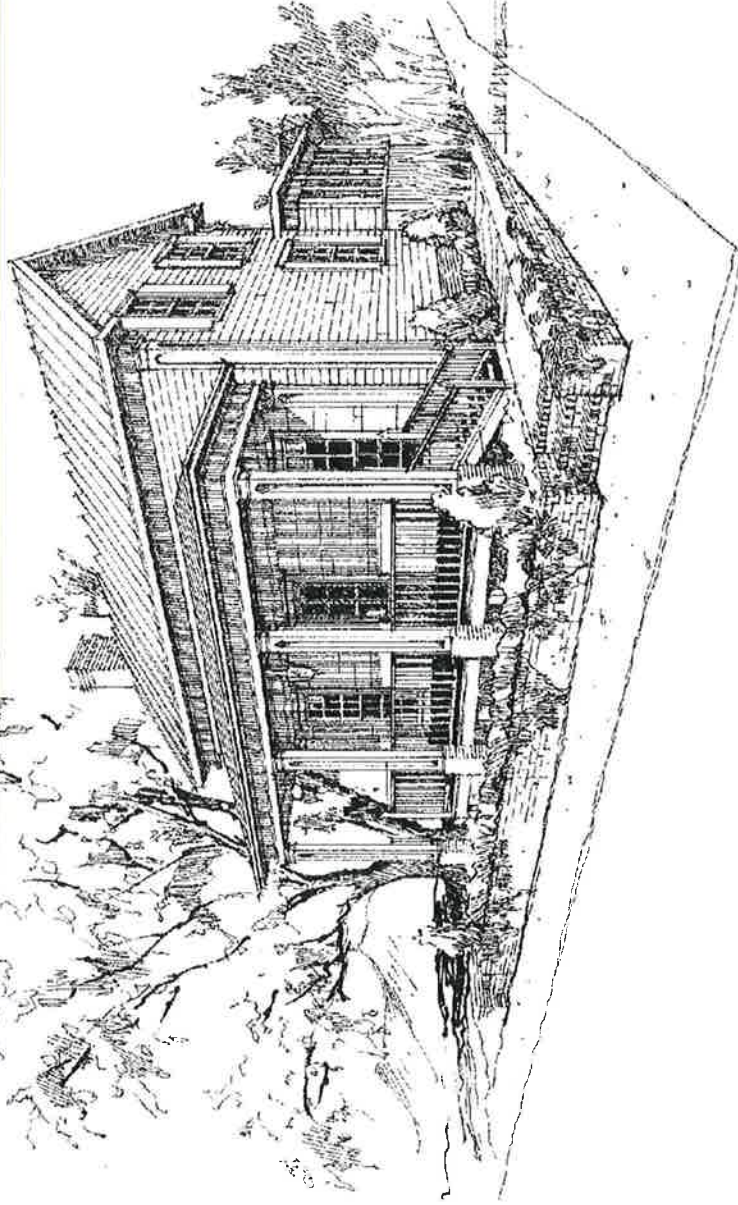
EXHIBIT C
PAGE 20 OF 23

Architectural Character



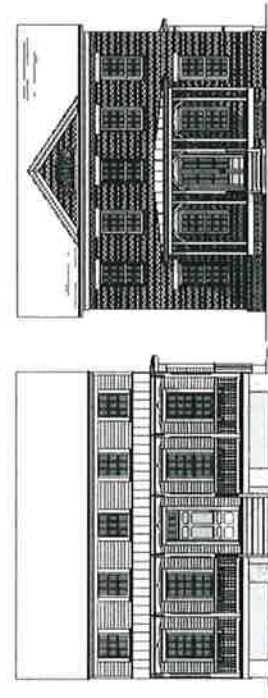
EXHIBIT C
PAGE 21 OF 23

Architectural Character



Palmetto cottage A

EXHIBIT C
PAGE 22 OF 23



Palmetto B

Palmetto C

Palmetto D



BRIDGEWALK



May 19, 2019

City of Newnan Mayor and City Council
Post Office Box 1193
Newnan, GA 30264

Dear Mayor and City Council,

The Newnan Junior Service League would like to hold a 5K/10K and Fun Run (2 laps around Court Square) on Saturday, March 14th, 2020. We would like to begin the event at 7:30 am and have it completed by 9:45 am. Our race route is outlined below, and I have attached a map of our certified course. We would also like to request to set up on the west side of the courthouse. Our race route is certified as a Peachtree Road Race qualifier.

5K/10K Route

The starting line would be on the southwest side of the Court Square at the red light of West Broad Street. Head south on LaGrange Street towards Newnan High School. At the red light in front of Newnan High School turn around and head back down LaGrange Street. Take a Right onto Alpine Drive, continue down Alpine until reaching the stop sign. Turn Left at the stop sign and left again onto Woodbine Circle. Turn Left onto Woodbine Drive. Turn Left onto Nimmons Street. Turn right onto LaGrange Street continue over the bridge and right onto Salbide. Turn Left onto Highway 29/Greenville Street. Continue on Greenville Street until reaching the North side of the Court Square. Turn Left at North Court square and left onto Lagrange Street where the finish line would be set up at the southwest corner of the court square. The start and finish line is the same location. The path is 3.12 miles or 5K. The 10K path would repeat this course.

Leprechaun Dash (2 laps around Court Square)

The starting line would be on the Southwest side of the Court Square at the red light of West Broad Street. Head east on South Court Square. Turn Left onto Greenville Street. Turn Left at North Court Square. Turn Left at Lagrange Street where the finish line would be set up at the southwest corner of the court square. This route is repeated a second time to complete 2 laps.

Please contact me if there are any questions or concerns.

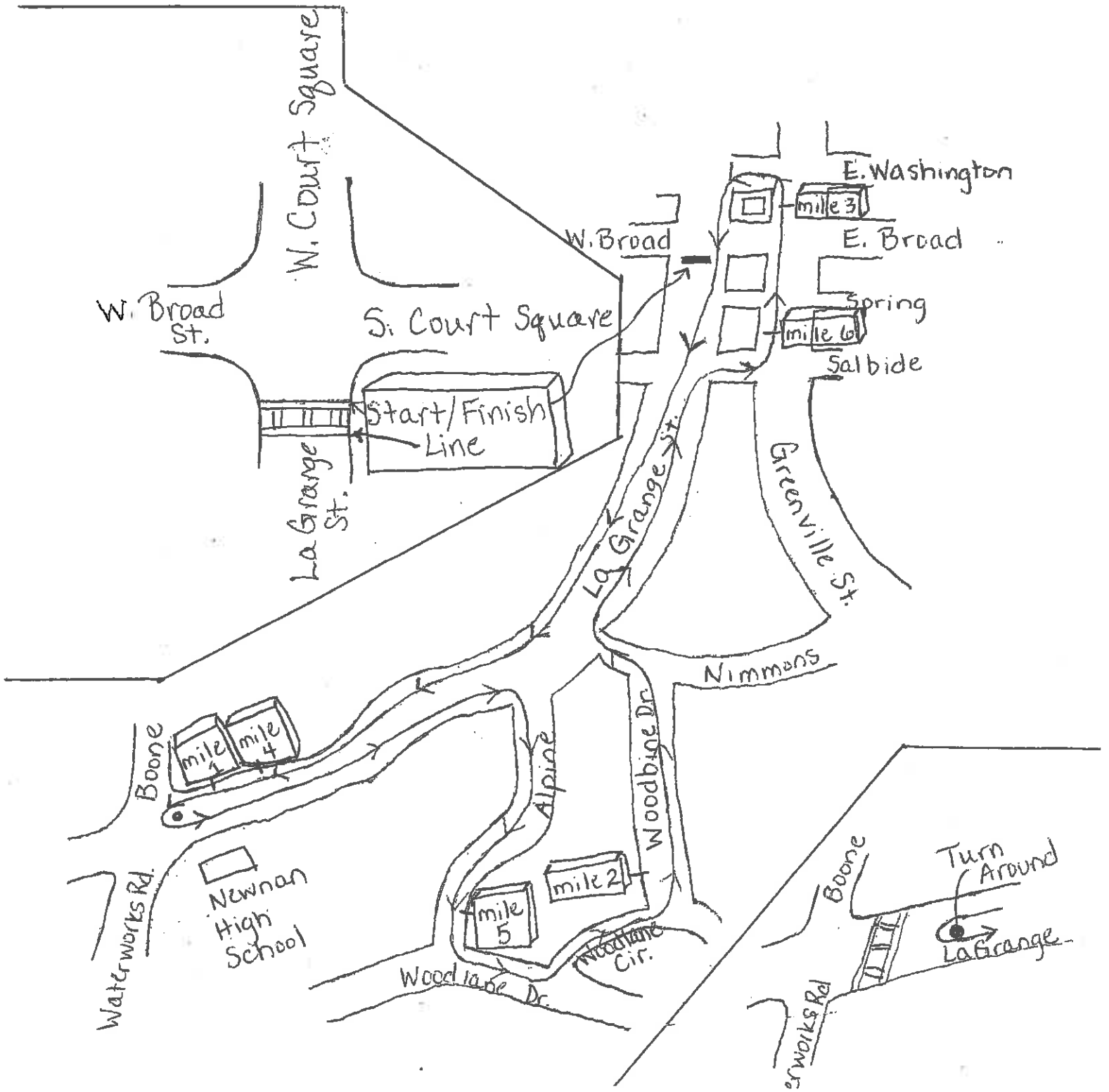
Thank you for your time.

Sincerely,



Kristin Blackburn
President
Newnan Junior Service League
president.njssl@gmail.com

Newnan Junior Service League Shamrock and Run 10K & 5K Race Map



Mayor Keith Brady

May 30, 2019

City Hall
25 LaGrange St
Newnan, GA 30263

Re: Block Party

Dear Keith,

I am writing this letter on behalf of our Woodbine Neighborhood Association. We would like to have a block party on August 23. It would be held at the end of our cul-de-sac on Woodlane Drive. Since this has no exits we will not be blocking any emergency exits. The neighbors drive that would be blocked at the end of the street has no problem with this. Italked to Chief Meadows and he said it should be no problem. We will have security for the area and event. We would like to block it around lunch so we have time to set up. We promise to keep it peaceful.

Thank you,



Brenda Dunn
25 Woodlane Dr,
Newnan, GA 30263
678-416-3991

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



**FOUNDATION
CHRISTIAN
CHURCH**

JUNE 4, 2019

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

Dear Libby,

Foundation Christian Church has a request for two upcoming Sunday afternoon events that we are planning to host.

In keeping with City protocol, we are requesting the Council allow us to close Armory Rd (from LaGrange Street to the end of Newnan High's bus loading zone) from 11am to 3pm for an after church event on both June 30th and July 28th. We do not desire to block the entire road and will work with the National Guard if that is a weekend they are training.

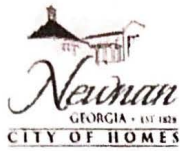
Included with this letter is the required City paperwork.

Warm regards,

A handwritten signature in black ink, appearing to be 'Ja' followed by a long horizontal stroke.

Jason Walton

COMMUNITY OUTREACH PASTOR



GUIDELINES FOR USING DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS

NAME OF AGENCY	FOUNDATION CHRISTIAN CHURCH
NAME OF PERSON IN CHARGE OF EVENT	JASON WALTON
ADDRESS OF PERSON IN CHARGE	30 E. WASHINGTON ST. NEWNAN 30263
CELL PHONE NUMBER OF PERSON IN CHARGE	(678) 378-3927
TYPE OF EVENT	After Church Event
PURPOSE OF EVENT	COMMUNITY BUILDING
DATE OF EVENT	6/30/19 + 7/28/19
TIME OF EVENT	11:00 am to 2:30 pm (both dates)

CONDITIONS OF PERMIT

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

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

GUIDELINES FOR USING THE DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS – PAGE 2

EVENT STAFFING

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

GARBAGE

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

PUBLIC NOTICE SIGNAGE

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

BATHROOMS


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

PARKING

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

AGREEMENT

I, Jason Walter, agree to these guidelines for use of the Newnan Square and/or city streets.

SIGNED 
DATE 6/21/19

EVENT - 100.00.34.2901 – Event Activity Fees

6/19/2019: REQUEST FOR PARKING SPACES AT GREENVILLE STREET PARK

From: Jennifer Yaeger
Sent: Tuesday, June 11, 2019 2:15 PM
To: Libby Winn
Subject: Request for parking spaces

My name is Jennifer Yaeger and I am helping to put on the Frayed Edges Festival in Greenville Street Park [on August 17th](#). I am writing to you to get approval to utilize the parking spaces adjacent to the park for the use of food trucks.

The purpose of the festival is to allow people of our community to come out and meet our healthcare and wellness providers in person and learn about all of the services that we have here. Those providers will either be sponsors or vendors. We also want to provide a fun element for adults and kids, which is why we are also going to have food and live music.

The proceeds from this event will benefit Coweta Community Foundation and Coweta FORCE, as well as any other local charity that the committee might approve.

I hope I provided enough information, but if not, please contact me either through this email or at [601-331-0451](tel:601-331-0451).

Thank you,
Jennifer



GUIDELINES FOR USING DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS

NAME OF AGENCY	Keris Kares Inc
NAME OF PERSON IN CHARGE OF EVENT	Deidre Bembrd
ADDRESS OF PERSON IN CHARGE	1111 Lower Fayetteville Rd Ste 200 Newnan GA 30265
CELL PHONE NUMBER OF PERSON IN CHARGE	678-596-2867
TYPE OF EVENT	5K and Family Fun Day
PURPOSE OF EVENT	fundraiser
DATE OF EVENT	5-16-2020
TIME OF EVENT	6:00 ^{am} - 8:45 ^{am} square 8:00 ^{am} 1:00pm, 1st ave
CONDITIONS OF PERMIT	

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

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GUIDELINES FOR USING THE DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS – PAGE 2

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

PARKING

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

AGREEMENT

I, Deidre Bembry agree to these guidelines for use of the Newnan Square and/or city streets.

SIGNED 

DATE June 10, 2019

EVENT - 100.00.34.2901 – Event Activity Fees



Park/Pavilion Rental Agreement

Leisure Services Department
25 Jefferson Street Newnan, Ga 30263
770-253-2682 x236
kmosley@cityofnewnan.org

Park/Pavilion Rental – Event Check List:

- Place all trash in the large, rolling trash containers.
- Remove all equipment, supplies, food, and decorations.
- Sweep pavilion floor.
- If used, clean the grill and surrounding area.

I have received, read and understand the City of Newnan's Park/Pavilion Rental Agreement and agree to comply. I understand that by signing this form, I will be held responsible for all fees and damages that may occur.

Deidre Bemby

Print Name

[Signature]

Signature

5.29.19

Date

City Representative Signature

Date



Park/Pavilion Rental Agreement

Leisure Services Department
 25 Jefferson Street Newnan, Ga 30263
 770-253-2682 x236
 kmosley@cityofnewnan.org

First Name	Last Name	Company Name, If Applicable	
Address	City	State	Zip Code
Home Phone	Cell Phone	Email Address	
Type of Event	Park Name	Pavilion Requested	
Date of Event	Rental Start Time	Rental End Time	Estimated Attendance

[Handwritten signature: G. Mosley]
 [Handwritten text: City of Newnan]

What are you planning to bring to and set up at the Park/Pavilion?

A Security Deposit in the amount of \$50.00 must be paid via check made payable to the City of Newnan at the time the reservation is made. Security deposits will be held by the City until after the scheduled event. The deposit is refundable after an inspection takes place within 72 hours of the event. If there are no damages, the City will return the check to the person or organization who submitted the payment. If damages occur, the check will be held and deposited. If the check is returned for insufficient funds, the user understands and agrees that he/she is responsible for reimbursement of the check amount plus an additional processing fee.

I have received, read and understand the City of Newnan's Park/Pavilion Rental Agreement and agree to comply. I understand that by signing this agreement, I will be held responsible for all fees and damages that may occur.

The City is not liable for injuries to people or loss/damage to property belonging to individuals or groups using the parks and pavilions.

 Signature of Applicant Date

 City Representative Signature Date

FOR OFFICE USE ONLY

Security Deposit Received: _____ Method of Payment: _____ Date Received: _____

Security Deposit Refunded: _____ Date Refunded: _____ Picked Up or Mailed: _____

If Security Deposit is forfeited, Reason:



Park/Pavilion Rental Agreement

Leisure Services Department
25 Jefferson Street Newnan, Ga 30263
770-253-2682 x236
kmosley@cityofnewnan.org

- _____ Renter must be 21 years of age or older to reserve a pavilion. By signing the agreement, he/she accepts and assumes responsibility for the group's adherence to the rules and for any damages to the facility and/or equipment that may occur as a result of the group's use. Renter or his/her designee who must be 21 years of age or older should be present at all times during the reservation times and children should not be left unattended.
- _____ Renter agrees to abide by all Federal, State, and local laws and ordinances while on Park property.
- _____ The pavilion may be reserved Monday through Sunday from 8:00 a.m. to 10:00 p.m. (excluding city holidays) . Maximum length of a park and pavilion use agreement is for two consecutive days. Groups or individuals may reserve the use of the pavilion once per month. City pavilions are available on first-come, first-served basis by reservation. The City reserves the right to reassign scheduled dates if it is determined the pavilion is needed for purposes to benefit the City or the community.
- _____ Reservation includes the pavilion area only. Other areas of the park are open to the public.
- _____ All equipment and decorations brought into the park should be listed at the time the reservation is secured. All equipment and decorations must be removed after event.
- _____ Renter should seek advice on placement of tents, canopies, inflatables, grills, or any equipment requiring independent power. Tents larger than 400 sq.ft. will require a permit.
- _____ The use of alcohol, tobacco, and profanity are strictly prohibited on the premises. Pets are allowed to assist with persons with a disability. Renters are also responsible for adhering to posted occupancy limits.
- _____ All access, walkways, ramps shall be kept open at all times. Vehicles are restricted to parking lots and streets where parking is permitted.
- _____ Renter is responsible for clean up after the event. ***Please see check list.** Groups or individuals are responsible for providing their supplies including trash bags for cleaning up the pavilion/park. A fee may be charged if the group's use of the pavilion/park has resulted in a need for repair to furnishings and/or if excessive clean-up is required. Imposition of a cleaning fee will be at the discretion of the City. All trash should be removed from the pavilion area and placed in the large blue trash cans. Trash cans can be moved closer to the pavilion for easy access.
- _____ Safety First—If you need assistance with an emergency please call 911. An officer will then be dispatched to the property. Please have your proof of reservation to avoid any and all confusion.
- _____ Cancellation Policy—Notice of cancellation of an event should be given to the City at least 24-hours in advance of the scheduled use of the pavilion. In the event of inclement weather, when 24-hour notice is not possible, the City should be notified of cancellations as soon as possible.
- _____ Renter may not transfer the use of the pavilion to other groups or individuals.
- _____ Additionally, if required by the City, Renter shall carry general public liability insurance covering activities on the premises with policy limits of not less than \$500,000.00 basic liability with \$1,00,000.00 umbrella liability. This policy of insurance shall be issued by an insurance carrier acceptable to Lessor, which approval shall not be unreasonably withheld and the policy shall designate Lessor as an additional insured.

I have received, read and understand the City of Newnan's Park/Pavilion Rental Agreement and agree to comply. I understand that by signing this form, I will be held responsible for all fees and damages that may occur.

Print Name

Signature

Date

City Representative Signature

Date



JOIN NOW

TRAINING (WORKOUTS) ROUTES (USA) CHALLENGES (WWW.RUNNING.COM/US/GOING) < SHOW URL (WWW.RUNNING.COM/EN)

Choose map location

Address or Zip/Postal SEARCH

COPY (/ROUTES/COPY/1409304004/)

CLOSE

Import (/workout/import/dashboard/)

SAMPLE #3 5K

Begins in: Newnan, GA, United States

Creator: Dee78705347 (/profile/78705347/)

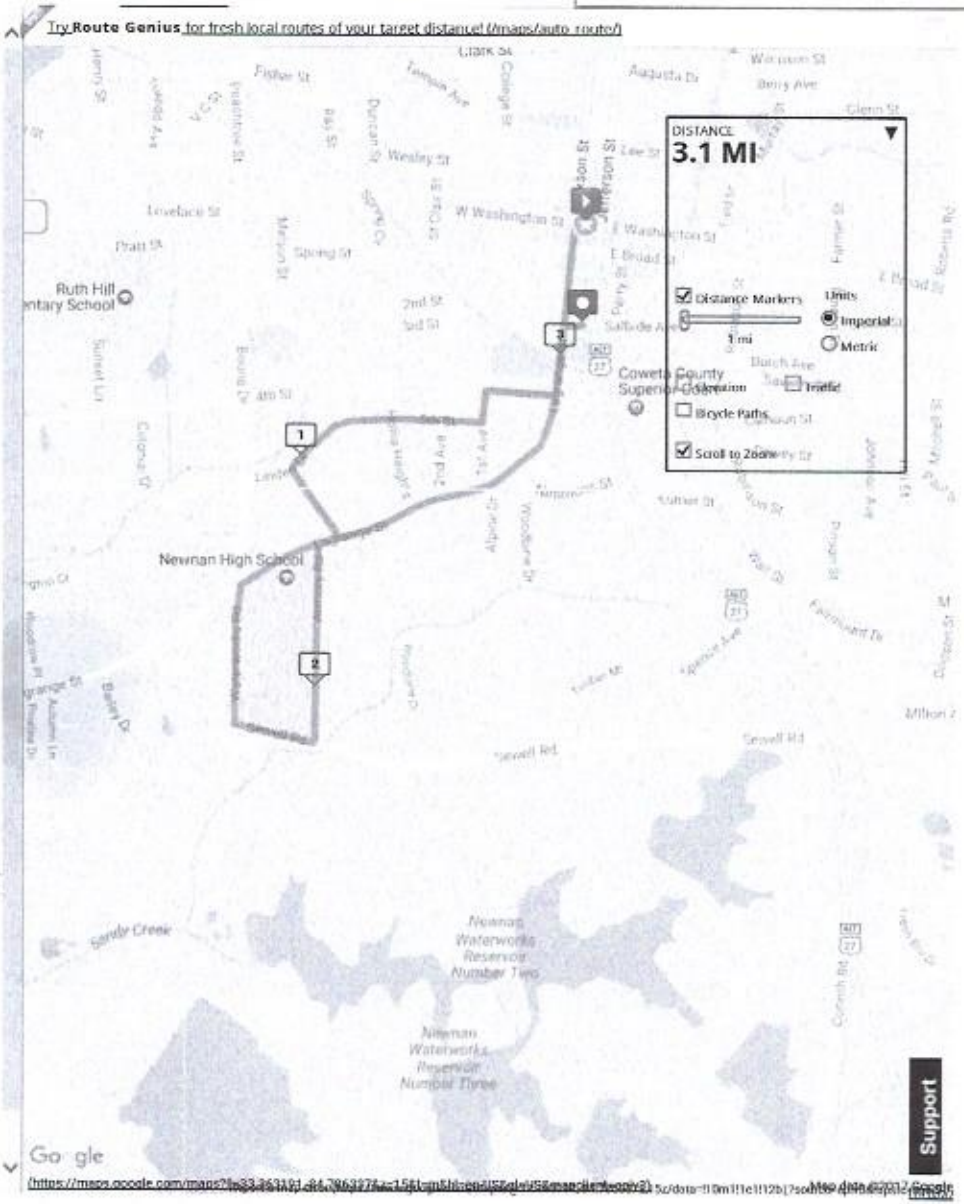
This is a 3.1 mi route in Newnan, GA, United States. This map was created by Dee78705347 (/profile/78705347/) on 01/10/2017. View other maps (/profile/78705347/) that Dee78705347 has done or find similar maps in Newnan (/routes/?location=Newnan).

Directions / Notes

(/routes/print/1409304004/)

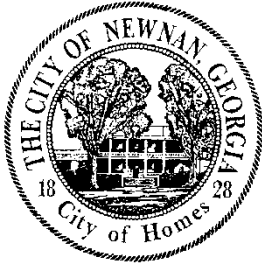


Go MVP (http://mvp.mapmyrun.com) - No Advertisements



Support

Google (https://maps.google.com/maps?hl=en&ll=33.363181,-84.706977&gl=US&ui=en&gs_l=en&meq=2&data=!1m1!1e1!12b1?source=embed) Map data ©2017 Google



City of Newnan, Georgia - Mayor and Council

Date: June 18, 2019

Agenda Item: Consideration of Use of Public Right of Ways for Kiki Tree Pictures, Inc. filming of "The Conjuring 3" for Friday, June 28 between the hours of 3pm – 3am and Monday July 8, between the hours of 1pm – 9pm

Prepared by: Ashley Copeland, Communications Manager

Presented by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider the use of public rights of way for the filming of "The Conjuring 3"

Background: The City of Newnan, on June 10, 2019, received an application for filming from Kiki Tree Pictures, Inc., which includes the following requests:

Tuesday, June 25, 2019

- Street Closures: None
- Parking: south side of West Washington Street between Jackson Street and Brown Street

Wednesday, June 26, 2019

- Street Closures: None
- Parking: south side of West Washington between Jackson Street and Brown Street

Thursday, June 27, 2019

- Street Closures: ITC between 12:00 noon and 8:00 pm
- Parking:
 - South side of West Washington Street between Jackson Street and Brown Street
 - North side of South Court Square from Jackson Street to Jefferson Street
 - East side of West Court Square from Broad Street to West Washington Street

Friday, June 28, 2019

- Street Closures: See attached document provided by Kiki Tree Pictures
- Parking: See attached document provided by Kiki Tree Pictures

Saturday, June 29, 2019

- Street Closures: None
- Parking:
 - South side of West Washington Street from Jackson Street to Brown Street
 - North side of South Court Square from Lagrange Street to Jefferson Street
 - East side of West Court Square from West Washington Street to West Broad Street

Monday, July 1, 2019

- Street Closures: None
- Parking: South side of West Washington Street from Jackson Street to Brown Street

Monday, July 8, 2019

- Location: 17 Spring Street
 - Street Closures: ITC between 3:00 pm – 4:00 pm
 - Parking:
 - North side of Spring Street from Lagrange Street to Greenville Street between 2:00 pm – 4:00 pm

- Location: 37, 41, & 43 West Washington
 - Street Closures: ITC between 5:00 pm – 6:00 pm
 - Parking:
 - West Washington Street from College Street to Saint Clair Street

- Location: Salbide Avenue between Thompson Street and Greenville Street
 - Street Closures: Street closure and ITC needed between 6:00 pm – 7:00 pm
 - Parking: backside of Salbide Avenue from Thompson Street to Greenville Street

The applicant has completed a Film, Television, Music and Video Production Permit Application, as required. In addition, the applicant has satisfactorily completed all items listed on the Guidelines and Checklist for filming.

The approximate total fee amount for the filming request, as described herein and as per the recently adopted City of Newnan Filming Policy, is \$7,800.00

Funding: N/A

Recommendation: City staff has reviewed the application and all required materials needed for filming in the city. City staff has held various meetings with Kiki Tree Pictures staff to ensure agreeable plans for intermittent traffic control, street closures and use of parking spaces.

However, City staff recognizes the impact that may be caused as a result of the potential approval of “The Conjuring 3” project on the heels of another highly impactful filming project in the same area within a close timeframe.

If approved and according to the recent film policy, City staff will post approved filming project on the city’s website to ensure adequate public notification.

Attachments:

1. Kiki Tree Pictures –“The Conjuring 3” – City of Newnan Proposal (PPT), 2. Film Proposal; 3. City of Newnan Guidelines and Checklist for Filming

Previous Discussions with Council: N/A

Newnan Scope of Work

Tuesday, June 25th - Prep

Set Decoration will be moving furniture into the Theatre and art will finish painting the interior. (7am-7pm)

Required Parking:

No parking on the South side of W. Washington Street from Jackson Street to Brown Street for prep. parking (prep -truck). 7am-7pm.

Traffic Requirements: None

Wednesday, June 26th - Prep

Construction and Set Decoration will continue prep at the Theatre. (7am-7pm)

Required Parking:

No parking on the South side of W. Washington Street from Jackson Street to Brown Street for prep. parking (prep -truck). 7am-7pm

Traffic Requirements: None

Thursday, June 27th – Prep (Heavy)

Construction and Set Decoration will continue prep at the Theatre. (7am-7pm)

Set Decoration will start prepping Genelle's interior.

Construction would like to set the Ticket booth out front of the Theater and set the Gazebo on the sidewalk at the NE corner of W. Court Sq. and W. Broad Street.

SPFX will rig the rain towers and test them at a time blessed by the city.

Required Parking:

No parking on the South side of W. Washington Street from Jackson Street to Brown Street for prep. parking (prep -truck). 7am-7pm

No parking on the North side of S. Court Square from Jackson St to Jefferson St. for prepping trucks. 7am-7pm.

No Parking on the Eastside of W. Court Sq. from W. Broad St. to W. Washington St. 7am-7pm.

Traffic Requirements: maybe ITC when needed, between, 12 noon – 8pm

Police Requirements: 2 officers for production help. When SPFX tests water towers. 12-8pm.

Friday, June 28th - Filming Day

Prep crews will be prepping up to call 7am-2pm. Our call will be at 3pm with extras arriving earlier. Everyone reports to our base camp, Old Newnan Hospital and then will be shuttled to the theater where extras holding is located. We will have the allotted parking spaces cleared by 2pm. In the morning, we will have a guard and an officer communicating with the locals to ensure no cars remain after 2pm. In addition, a water truck will wet down the streets for picture. A condor and possibly a rainmaker will be involved in later shots. We will need an Eastside Lane closer on W. Court Sq., from 3pm-3am. Closer 7pm-3am, with traffic diversion down W. Washington Street to Brown Street to Broad Street to La Grange Street or ITC starting at Madison Street from 3pm-3am. Plus, sidewalk closure on B/S W. Court St. from W. Washington ST. to W. Broad St

- Courthouse Stills (During the day) - Shoot wedding photos of young Ed and Lorraine for wedding book. This would entail the 2 young actors taking photos in front of the courthouse and other various locations. No extras.
- Theatre (4pm-7pm) – interior cheat, Coverage looking into theatre. Young Lorraine with her friends. Ed works taking tickets. Lorraine smiles at Ed and he smiles back. This would be a sidewalk closure at the Theater.
- Shoot an establishing shot of the front of the building, a close-up of the ticket window and the remaining shots inside. 35 extras.
- Electronics Store (8pm-9pm) - Shoot Wide and Close Up shots of television with news footage on it as couple watches the window. This series of shots will be focusing on the corner hair stylist tenant. 4 extras
ITC on N. Court Sq. from Jackson St. to Jefferson St.
- Theatre (10pm-11:30pm) - Exterior of first Theatre shot. Young Lorraine with her friends. Ed works taking tickets. Lorraine smiles at Ed and he smiles back. 50 Extras.
- Ice Cream Truck (11:30pm-1am) - Ed buys Lorraine an ice cream, it starts to rain, and they head to the gazebo. Location will be in front of the courthouse. 21 Extras
- Gazebo (1am-3am) - Young Ed and Lorraine run to Gazebo and share their first kiss. Location at interior SW corner of square. 20 Extras

Parking Requirements:

No parking on the South side of W. Washington Street from Jackson Street to Brown Street for prep. parking (prep -truck). 7am-3am

No parking on the North side of S. Court Square from Lagrange St. Jefferson St. for prepping trucks. 7am-3am.

No Parking on the Eastside of W. Court Sq. from W. Broad St. to W. Washington St. from 7am-3am.

Friday, June 28 at 2pm through Saturday, June 29, Noon.

No parking B/S W. Court Sq. from N. Court Sq. to S. Court Sq.

No parking B/S S. Court Sq. from W. Court Sq. to Jefferson Street

No parking B/S N. Court Sq. from W. Court Sq. to Jefferson Street

No parking B/S W. Washington Street from W. Court Sq. to Brown Street

No Parking B/S W. Broad Street from W. Court Sq. to Brown Street

No parking B/S Lagrange St. from W. Court Sq. to Spring Street

No parking B/S Jackson St. from N. Court Sq. to Madison Street

No parking B/S W. Broad Street from La Grange St. west 3 spaces

No parking W/S Jackson Street from W. Washington Street North 4 parking spaces

Parking at each location will be released and consolidated as filming completes.

Traffic Control: We will need an East side Lane closer on W. Court Sq., from 3pm-3am. Closer 7pm-3am, with traffic diversion down W. Washington Street to Brown Street to Broad Street to La Grange Street or ITC starting at Madison Street from 3pm-3am. ITC on N. Court Sq. from Jefferson Street to Jackson St., 7pm-3pm, intermittently

Police Requirements: 2 + officers from 7am-3pm, 7 + officers, 3pm-3am

Saturday, June 29th – Strike Day

- Remove Gazebo (7am-10am) - Construction will disassemble the gazebo as well as the ticket booth at the theatre. Electric will grab their cables and any equipment left over. Condors, generators and most other heavy equipment will be picked up early am. Some will be consolidated in our strike parking.
- Turn lights back on. But animal sculpture back.

Required Parking: no parking on the South side of W. Washington Street from Jackson Street to Brown Street for prep. parking (Strike truck). 7am-7pm

No parking on the North side of S. Court Square from Lagrange St. to Jefferson St. for strike trucks. 7am-7pm.

No Parking on the Eastside of W. Court Sq. from W. Washington St. to W. Broad St. 7am-7pm.

Police Requirements: 2 police officers, 7am-12 noon.

Monday, July 1st – Strike Day

- Strike Theatre (7am-7pm) - Art will be painting the theatre and set decoration will grab the rest of their gear from inside.

Required Parking:

No parking on the South side of W. Washington Street from Jackson Street to Brown Street for prep. parking (strike -truck). 7am-7pm. May not need that many spaces. Will pull back anything we don't use.

Traffic Requirements: None

SECOND FILMING DAY IN NEWMAN, MONDAY, JULY 8th, 2019

A splinter unit (much smaller crew, 10) will be filming at various locations throughout Newman. There will be no prep days before this shoot day. All prep work will be done right before filming. This crew will have 2 light trucks with a van for transport.

- **Small Town Alley/Barking Dogs (3pm-4pm) - Establishing shot of an alley with barking dogs and will require 5 extras.**

Required Parking:

No parking on the N/S of Spring Street from La Grange Street to Greenville Street 2pm-4pm, July 8, 2019.

Traffic Requirements: ITC needed between, 3 – 4pm

Police Requirements: 3 officers for ITC on Spring Street.

- **Sprinklers (6pm) - Establishing shot of children running through a sprinkler. 2 extras**

Required Parking:

No parking on the B/S of W. Washington Street from College Street to Saint Clair Street 5-6pm, July 8, 2019.

Traffic Requirements: ITC needed between, 5 – 6pm

Police Requirements: 3 officers for ITC on W. Washington Street.

- **Danvers/Small town (7:30pm) - Establishing shot of empty warehouse exterior. 0 extras**
- **Telephone Pole/Missing Person (7:30pm) - Establishing shot of missing person flyer on a telephone pole. 0 extras**
- **Empty Railroad Tracks (8pm) - Establishing shot of empty railroad tracks. 5 extras**
- **All these shots are from the train bridge on Salbide Street @ Thompson Street**

Required Parking:

No parking on the B/S of Salbide Street from Thompson Street to Greenville Street, 6-7:30pm, July 8, 2019.

Traffic Requirements: Closer and ITC needed between, 6-7:30pm

Police Requirements: 3 + officers for closure of Salbide Street. ITC on Perry Street.

EXT. COLONIAL THEATRE 1948

19 W Court Square,
Newnan, GA 30263
(north side wall)

PREP/STRIKE MAP



Prep: Tuesday-Thursday June 25-27, 7AM-7PM

Strike: Saturday June 29, 7AM-7PM

EXT. ELECTRONIC STORE

Genelle's Salon
18 N. Court Sq.

EXT. GAZEBO

south western corner of courthouse

EXT. ICE CREAM CART

In front of courthouse on W. Court. Sq.

POSTING "NO PARKING" signs

Tuesday 6/25 7AM Continuous through Saturday June 29 7PM

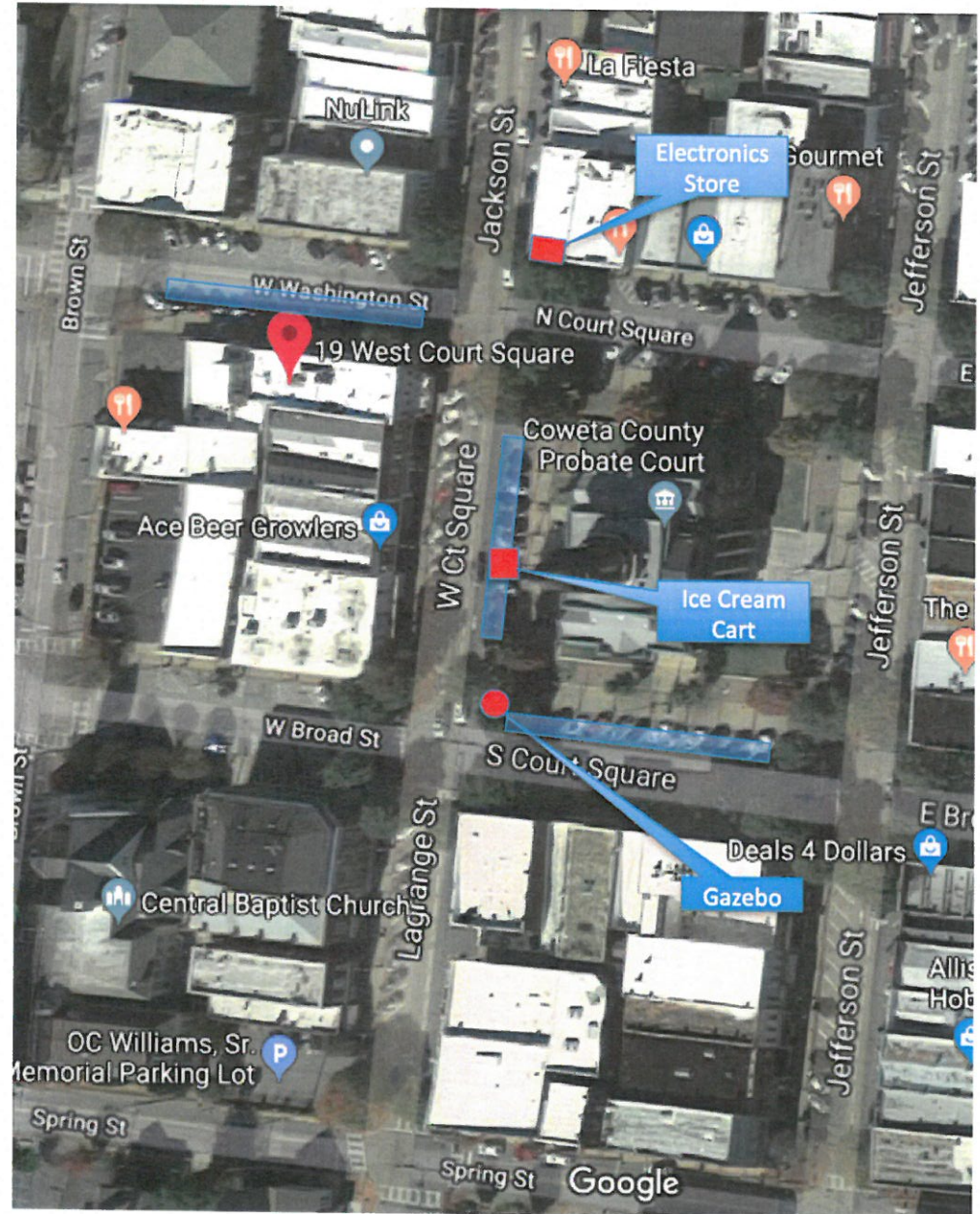
& Monday-Tuesday July 1&2

-S/S W. Washington St. from W. Ct. Sq. to Brown St.

Thursday 6/27 7AM Continuous through Saturday June 29 7PM

-E/S W. Ct. Sq. from N. Ct Sq. to S. Ct. Sq.

-N/S S. Ct. Sq. from W. Ct. Sq. to Jefferson St.



EXT. COLONIAL THEATRE 1948

19 W Court Square,
Newnan, GA 30263
(north side wall)

EXT. ELECTRONIC STORE

Genelle's Salon
18 N. Court Sq.

EXT GAZEBO

south western corner of courthouse

ICE CREAM CART

In front of courthouse on W. Court. Sq.

POSTING "NO PARKING" signs

Friday 6/28 2PM THROUGH Noon Saturday 6/29

- B/S W. Ct. Sq. from N. Ct Sq. to S. Ct. Sq.
 - B/S S. Ct. Sq from W. Ct. Sq. to Jefferson St.
 - B/S N. Ct. Sq. from W. Ct Sq. to Jefferson St.
 - B/S W. Washington St. from W. Ct. Sq. to Brown St.
 - B/S W. Broad St. from W. Ct Sq. to Brown St.
 - B/S Lagrange St .from W. Ct. Sq. to Spring St.
 - B/S Jackson St from N. Court Sq. to Madison St.
 - B/S W. Broad St. from La Grange St. west 3 parking spaces
 - W/S Jackson St. from W. Washington St north 4 parking spaces
- Parking used at each location will be consolidated and leased as the filming completes.

LANE CLOSURE 3PM-3AM

E/S W. Ct. Sq from N. Ct. Sq. to S. Ct. Sq.

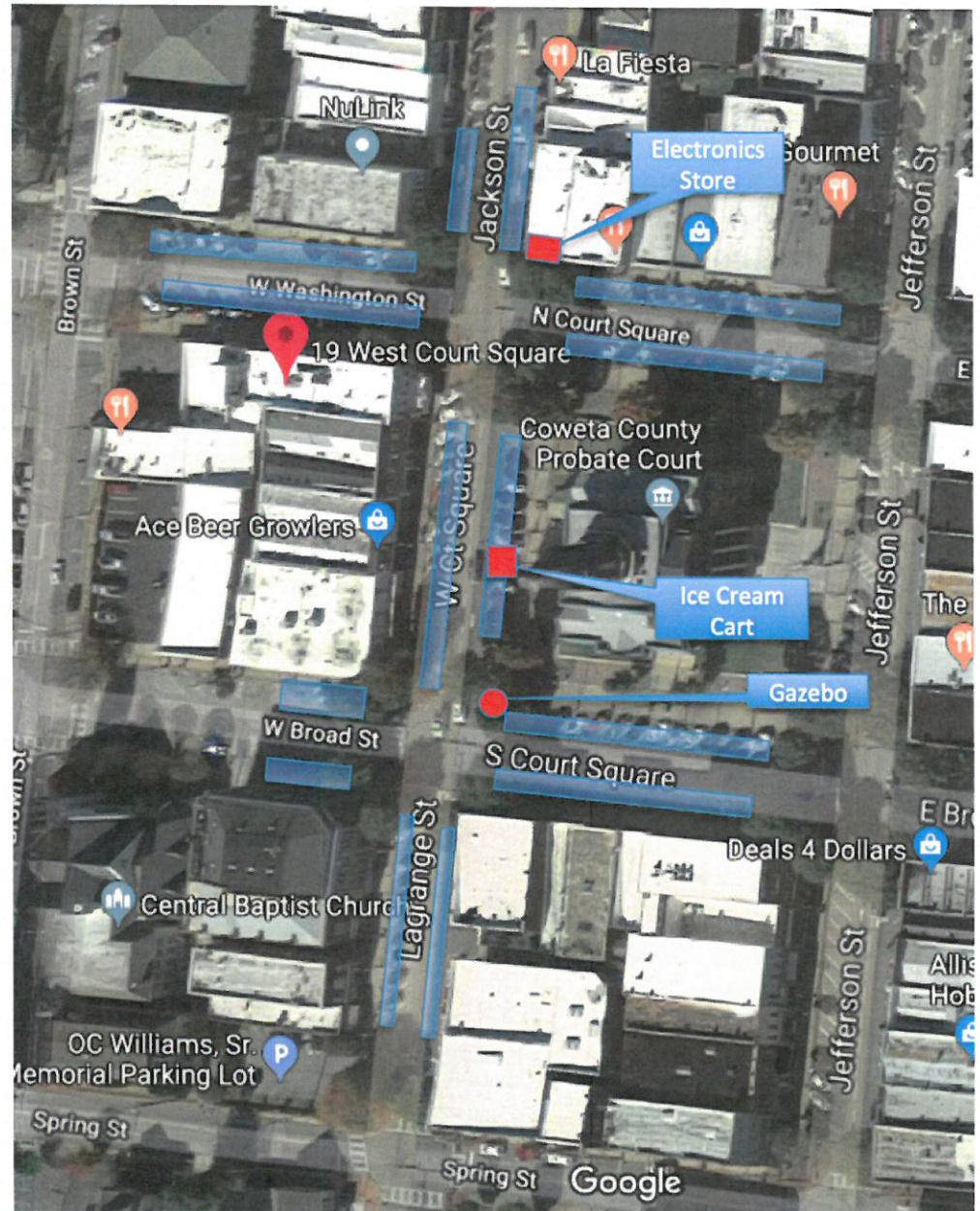
FULL CLOSURE 7PM-3AM

E/S W. Ct. Sq from N. Ct. Sq. to S. Ct. Sq

SHOOT



Shoot: Friday June 28, 2PM-5AM



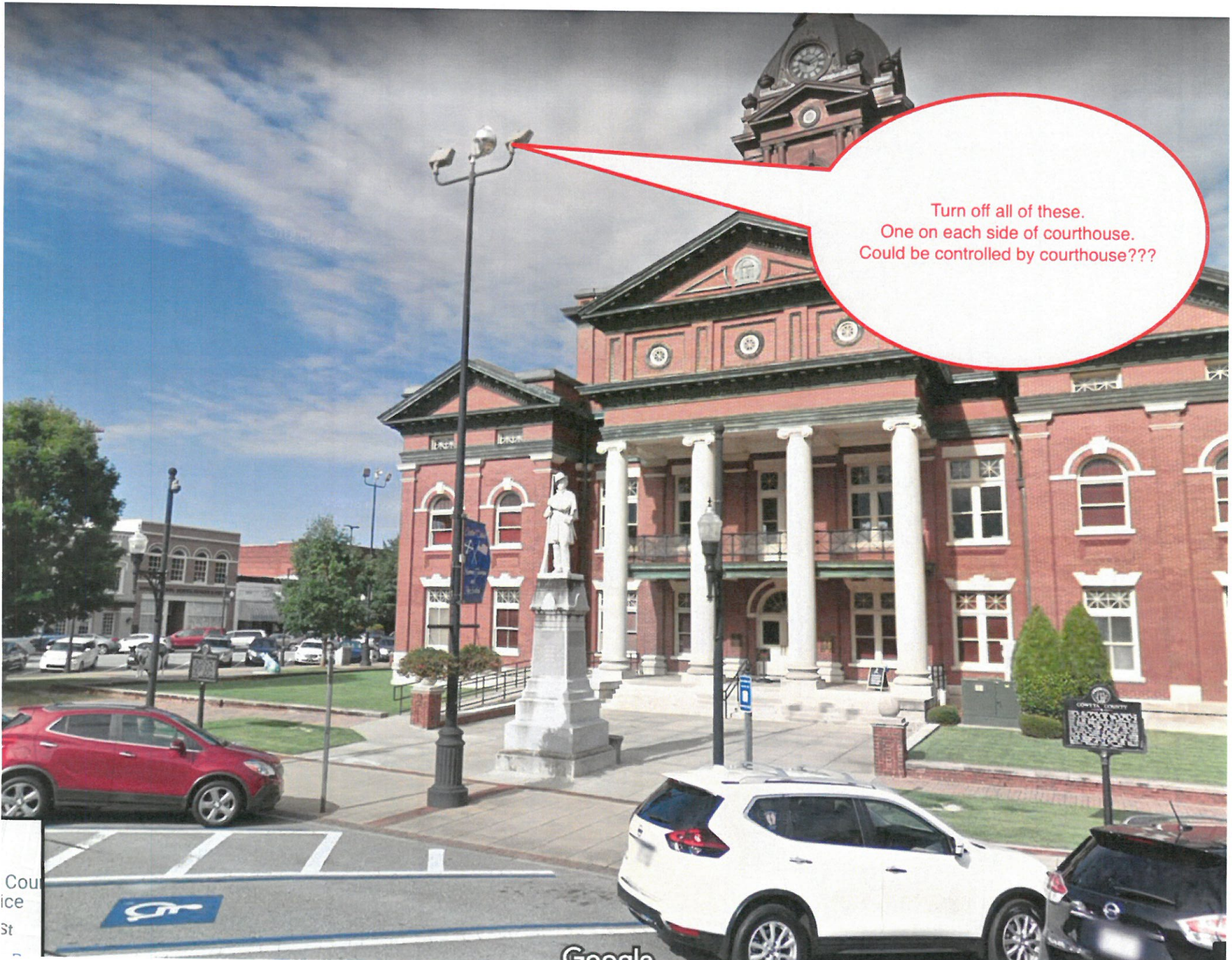


We want to be able to control these
Turn on or turn off

DO NOT TOUCH

Google





Turn off all of these.
One on each side of courthouse???
Could be controlled by courthouse???

Cou
ice
St

Ext. Alley

17 Spring St.
Newnan, GA
30263

Working Truck parking

Newnan First United Methodist Church
Annex Building/Parking lot



POSTING "NO PARKING" SIGNS

July 8, 2019

1PM-6PM

N/S Spring St. from Lagrange St. to Spring St.

PARKING RELEASED AS FILMING COMPLETES





THE CONJURING 3

Shoot: Monday July 8, 3PM-7PM

Set name:

Brookfield Various Shots-Stacked Houses/yards

Address: 37, 41 & 43 W. Washington St
Newnan, GA 30263

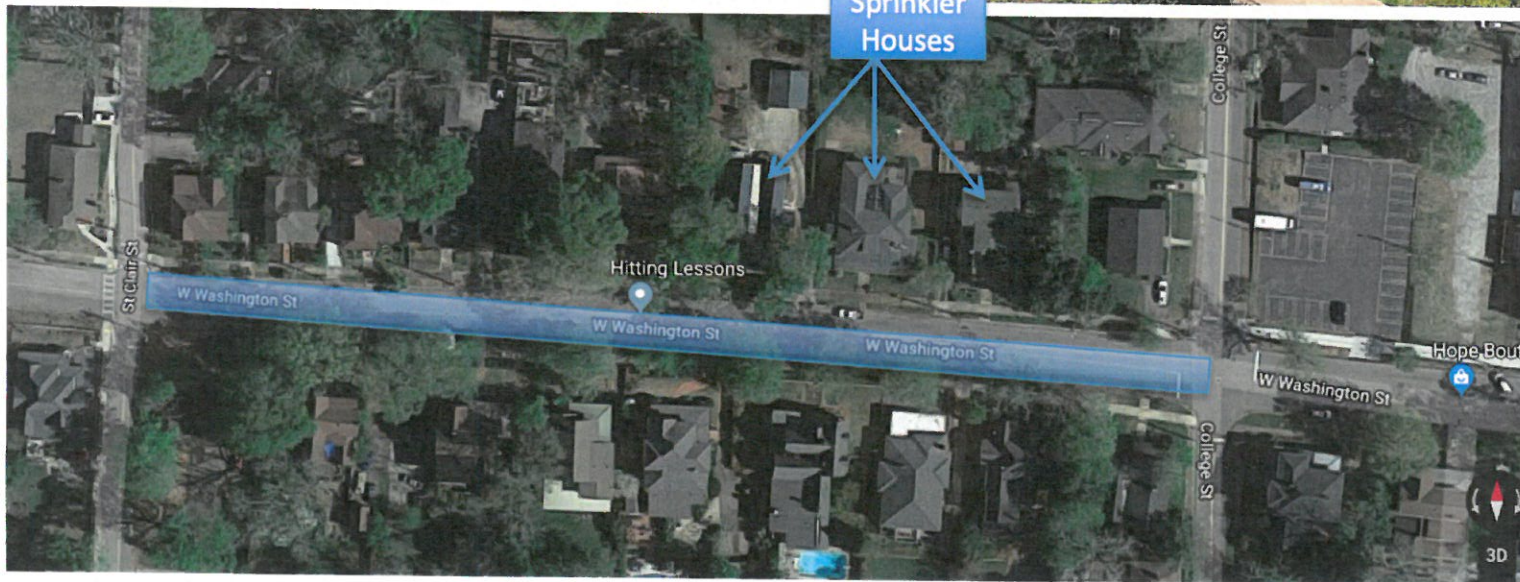


Posting No parking signs

Monday July 8, 3PM-7PM

B/S W Washington St from College St. to St Clair St

ALL PARKING WILL BE RELEASED ONCE FILMING COMPLETE





THE CONJURING 3

Shoot: Monday July 8, 6PM-10PM

Set name:

Ext. Brookfield Rusty Warehouse
Ext. Brookfield Rusty Traintracks

Location:

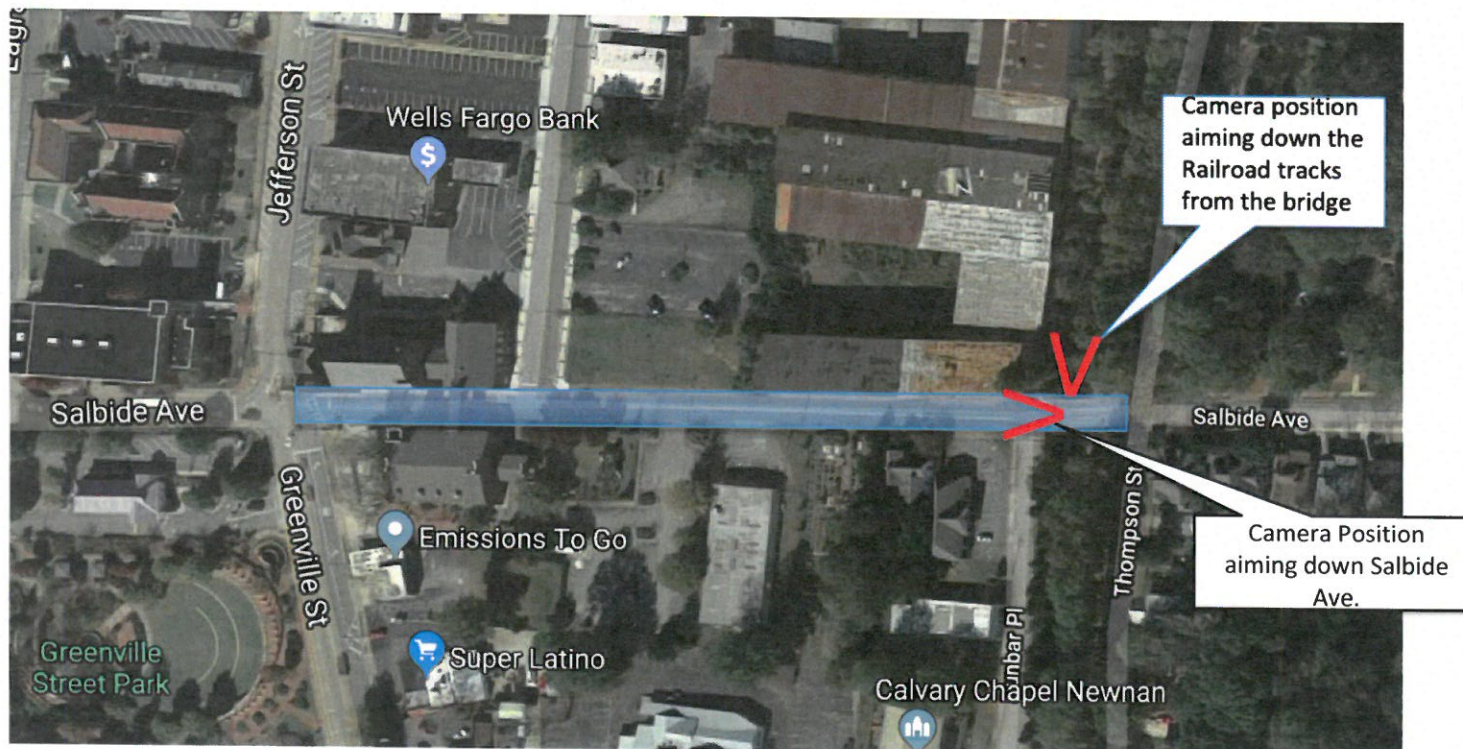
Salbide Ave between Thompson St. and Greenville St.
Newnan, GA 30263

Posting "No parking" signs

Monday July 8, 6PM-10PM

B/S Salbide Ave between Thompson St. and Greenville St

ALL PARKING WILL BE RELEASED ONCE FILMING COMPLETE







**GEORGIA DEPARTMENT OF TRANSPORTATION
STATE ROUTE UTILIZATION REQUEST FORM**

Please provide the following information below for your **request** to utilize a GDOT State Route.

A 2 week advanced notice is required to avoid expedited fees.

Date of Application 6/11/19

1. Name of company responsible for this event: Kiki Tree Pictures Inc.
2. Company address: 400 Veterans Parkway, Bldg. 109, 2nd Floor, Fayetteville, GA 30214
3. Contact (**name, telephone #, e-mail**) of the responsible party: Gerard Averill, 310-864-8007, jazyg@aol.com

4. Reason for State Route Use: filming and safety of filming, period movie 1985.
5. Name of state route(s) to be utilized: 29, 27, 16, 14, W. Court Sq.
6. Date(s) & Time(s) of event: June 28, between the hours of 3pm-4am, July 15-16, between the hours of 6AM- 8pm
7. Name of film/event and a **DETAILED** synopsis of what is to occur at the location: June 28: Newnan, W. Court Sq., The Alamo Theater, Genelle's Salon, Old fashion Ice cream truck parked in parking lane, a gazebo on the side walk @ the corner of W. Court Sq. and Broad Street. Between the hours of 4pm-4am. Lane closer, street closer. ITC – starting at Madison Street. July 15-16: On W. Court Sq., Side walk, parking lane, driving lane. Between the hours of 6am-8pm. Lane closer, Street closer, ITC Starting at Madison Street.
8. Provide: Length of R/W to be utilized, Posted Speed, Construction Speed, Current ADT, % Trucks: Distance: Aprox. 248'
9. Section of State Route to be utilized: 29, 27, 16, 14, W. Court Sq.

- 4
10. Duration of time State Property will be utilized: June 28, 1500-0400hrs, July 15-16, 0600-2000hrs
11. City/County in which filming: Newnan
12. City/County Contact (name & #) Ashley Copeland, 678-673-5512
13. Responsible Party for **Traffic Control**: Safety Signal
14. Provide **Detailed Traffic Control Plan** (**written & map**) and provide **FAA License & Certification**, if **Unmanned Aircraft System (UAS = Drone)** will be used for this event.
15. **ONCE THE EVENT IS OVER AND ROADWAY HAS BEEN CLEARED, YOU MUST INFORM TMC & GDOT.**

If you have any questions, please contact me.

James Phillips
District 3 Traffic Operations
Georgia Department of Transportation

115 Transportation Blvd.

Thomaston, GA 30286

706-741-7913

japhillips@dot.ga.gov

ADDENDUM

TO THE

**INDEMNIFICATION, HOLD HARMLESS, AND RELEASE OF ALL CLAIMS
AGREEMENT FOR MOTION PICTURE, TELEVISION, COMMERCIAL OR OTHER
PRIVATE FILMING OR PRODUCTION ON RIGHTS OF WAY OR PROPERTY
CONTROLLED OR MANAGED BY THE GEORGIA DEPARTMENT OF
TRANSPORTATION**

Reference is hereby made to the Indemnification, Hold Harmless, And Release Of All Claims Agreement (the "Underlying Agreement") dated as of 6/11/19, by and between the Georgia Department of Transportation ("Grantor") and **KIKI TREE PICTURES INC.** ("Production Company"), with respect to the property within the Right of Way of **S.R. 29, 27, 16,14 @ W. WASHINGTON STREET AND W. BROAD STREET, COWETA County** (the "Property") and its use in connection with the motion picture currently entitled "**CONJURING 3**" (the "Picture"). This addendum ("Addendum") is hereby understood to be part of the Underlying Agreement, and Production Company's agreement to the terms of the Underlying Agreement is fully conditioned upon Grantor's agreement to the terms of this Addendum. In the event of any conflict between this Addendum and the Underlying Agreement, the applicable terms and/or conditions contained in this Addendum control.

1. Grantor hereby irrevocably agrees to permit Production Company to use the Property for (a) rehearsing, photographing, filming and recording scenes and sounds and other pre-production and production activities for the Picture and (b) parking and storage of equipment, trucks and other vehicles and other items for use in connection with the Picture. This use of the Property is limited to the time, physical area and use restrictions set out in the Permit issued by the Grantor to the Grantee. Production Company and its licensees, sponsors, assigns and successors may produce, distribute, exhibit, advertise, promote and otherwise exploit the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries of the world and in perpetuity. Grantor shall not have the right to bring any individual on set or to photograph or videotape any sets, individuals or activities on set, without Production Company's prior written consent in each instance. The copyright in any pictures taken or interviews given shall be solely owned by Production Company.
2. As limited by the Permit, Production Company may place, erect and maintain any and all necessary facilities and equipment, including temporary sets, on the Property and agrees to remove same after the completion of Production Company's work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted.
3. Production Company agrees to indemnify and hold harmless Grantor from and against any and all liabilities, damages and claims of third parties arising from Production Company's use hereunder of the Property, including reasonable attorney fees (unless such fees, liabilities, damages or claims arise from a breach of any of Grantor's representations and warranties as set forth below)

and from any physical damage to the Property caused by Production Company, or by any of its representatives, employees, or agents resulting from occupying the Property.

4. Grantor represents and warrants that it has the right and authority to enter into and deliver the Underlying Agreement and this Addendum and to grant the rights granted by it herein (including the uses of the Property intended by Production Company) and otherwise perform the obligations herein. The undersigned represents that he/she is empowered to execute this Addendum for Grantor, and hereby warrants and represents that the right to use and occupy the Property is under the exclusive control of Grantor, and Grantor has full right and authority to enter into the Underlying Agreement and this Addendum and to grant the rights herein granted to use the Property for the purposes set forth above.

5. Grantor releases and discharges Production Company, its parent, affiliates, distributors, licensees, successors, assignees, and the officers, directors, members, employees and agents of all of the foregoing, from any and all claims, demands or causes of actions that Grantor may now have or may from now on have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein.

6. All rights of every kind in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder shall be and remain vested in Production Company and its successors, assigns and licensees in any and all media and manner now known or hereafter devised throughout the universe in perpetuity, and neither Grantor nor any tenant, or other party now or hereafter having an interest in said Property, shall have any right of action against Production Company or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

7. To the extent allowed by law, in no event shall Grantor or its successors and assigns, or any other party now or hereafter having an interest in said Property seek or be entitled to enjoin or restrain the production, distribution, advertising or exploitation of the Picture, or any parts or elements thereof.

8. Upon notice to the Grantor, Production Company shall have the right to assign the Underlying Agreement and Addendum and all or any part of Production Company's rights hereunder to any person, firm or corporation, and in such event, Production Company shall be released from all of its further obligations to Grantor hereunder. The Underlying Agreement and this Addendum shall be binding upon and inure to the benefit of Production Company's successors, licensees and assigns, and may in turn be freely licensed or assigned by any such assignee, licensee, transferee or delegate. The Underlying Agreement and this Addendum and Grantor's rights and obligations hereunder may not be assigned by Grantor.

9. Unless otherwise provided hereunder, all notices shall be in writing and shall be sent to the addresses set forth above in the preamble (subject to changes of which the parties are notified in writing). Notices shall be given by personal delivery, overnight courier, facsimile or by registered or certified mail (postage prepaid), and shall be deemed given on the date delivered or faxed, one (1) business day after a notice is sent by overnight courier, or three (3) business days after the date mailed. The time to respond to notices given during the week in between Christmas Eve and New Year's Day shall be tolled until five (5) business days following New Year's Day.

10. The Underlying Agreement and this Addendum shall be construed, interpreted, and enforced in accord with the laws of the State of Georgia applicable to agreements executed and to be wholly performed therein. In the event that the parties are unable to resolve any dispute informally, then such dispute shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Atlanta office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures as of the date first above written.

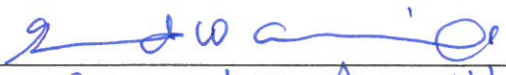
"GRANTOR":

GEORGIA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Michael Presley
Its: District Engineer (D3)
Tax ID: 58-6002039

"PRODUCTION COMPANY":

KIKI TREE PICTURES INC.

By: 
Name: Gerald W Anarill
Its: Location Manager

**Indemnification, Hold Harmless and Release Of All Claims Agreement For Motion Picture,
Television, Commercial Or Other Private Filming or Production On Rights Of Way Or Property
Controlled Or Managed By The Georgia Department Of Transportation**

I, the undersigned (RELEASOR), do hereby request to film the movie Conjuring 3 on property within the Right of Way (ROW) of SR 29,27,16,14, W. Court Sq. between W. Washington Street, W. Broad Street County; said roadways and/or ancillary properties being managed and controlled by the Georgia Department of Transportation (Georgia DOT). The RELEASOR hereby extinguishes its rights and claims against the Georgia DOT;

I understand Georgia DOT owns and controls the property within the affected RoW and is responsible for its operating condition, maintenance, safety and general upkeep;

In exchange for allowing RELEASOR to film a movie, RELEASOR hereby agrees to:

1. Release Georgia DOT from all losses or claims for injuries, and damages to the RELEASOR whether known, unknown, foreseen, unforeseen, patent or latent that RELEASOR may have against Georgia DOT. RELEASOR understands and acknowledges the significance and consequences of such specific intent to release all claims and hereby assume full responsibility for any injuries, damages or losses that may occur;
2. Acknowledge that Georgia DOT reserves all rights of property ownership for public rights' of way to be accessed by RELEASOR for filming or production purposes; any entry upon said properties by the RELEASOR shall be approved in advance by Georgia DOT;
3. Provide Georgia DOT with proof of appropriate insurance and or bonding coverage as deemed appropriate solely by Georgia DOT;
4. Provide a detailed detour plan to Georgia DOT for review and approval at least one month prior to related closure of any lanes, highways, bridges or other facilities in the control of Georgia DOT;
5. Notify all area police, fire, medical and other emergency response agencies and jurisdictional local governments of said detour plans at least one week prior to facility closures;
6. Provide for any and all such related traffic control management measures as may be requested by Georgia DOT prior to and during said filming or production activities; said measures to be provided at no expense to Georgia DOT and by a firm specializing in such matters and previously approved by Georgia DOT;
7. Provide continuous road or bridge access to any and all residents and businesses affected by the facility closures, unless otherwise permitted by written consent;
8. Restore any roadway or property owned or managed by Georgia DOT that is used for filming or production purposes to a minimum of its pre-filming/production original condition, as determined solely by Georgia DOT, with all such restoration and refurbishment performed by a firm specializing in such matters and previously approved by Georgia DOT with related costs to be born solely by the RELEASOR and at no cost to Georgia DOT;
9. Indemnify and hold harmless Georgia DOT and its employees or agents for and against any and all claims, damages, losses and expense, including but not limited to attorney fees, arising out of or resulting from the aforesaid filming/production activities, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including loss of use resulting thereof, but only to the extent caused in whole or part by any act or omission of RELEASOR regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Georgia Department of Transportation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

600 West Peachtree Street NW

6 City, state, and ZIP code

Atlanta, GA 30308

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
5	8	-	6	0	0	2	0	3	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Kukley Renuick

Date ▶

1.22.18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

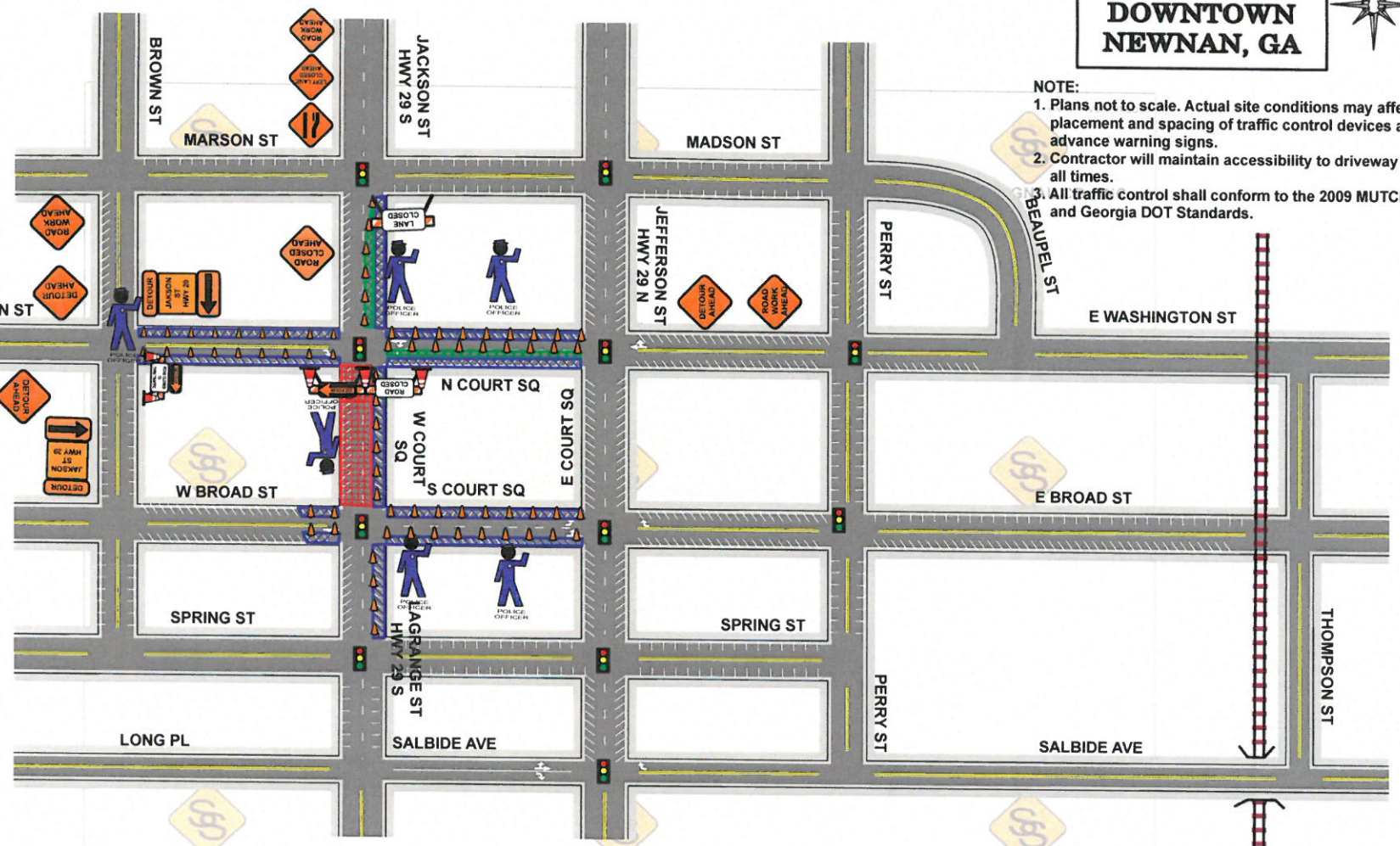
DOWNTOWN NEWNAN, GA

NOTE:
 1. Plans not to scale. Actual site conditions may affect placement and spacing of traffic control devices and advance warning signs.
 2. Contractor will maintain accessibility to driveway at all times.
 3. All traffic control shall conform to the 2009 MUTCD and Georgia DOT Standards.

Legend

- Cone
- Parking Lane Closure
- Lane Closure
- Road Closure

- 220 FT WORK AREA**
W COURT SQ - EAST CURB PARKING LANE CLOSURE BETWEEN N COURT SQ AND S COURT SQ
- 220 FT WORK AREA**
JACKSON ST HWY 29 - EAST CURB PARKING LANE CLOSURE BETWEEN N COURT SQ AND S COURT SQ
- 210 FT WORK AREA**
LAGRANGE ST HWY 29 - EAST CURB PARKING LANE CLOSURE BETWEEN S COURT SQ AND SPRING ST
- 220 FT WORK AREA**
N COURT SQ - NORTH & SOUTH CURB PARKING LANE CLOSURE BETWEEN E COURT SQ AND W COURT SQ
- 220 FT WORK AREA**
S COURT SQ - NORTH & SOUTH CURB PARKING LANE CLOSURE BETWEEN E COURT SQ AND W COURT SQ
- 220 FT WORK AREA**
WASHINGTON ST - NORTH & SOUTH CURB PARKING LANE CLOSURE BETWEEN W COURT SQ AND BROWN ST
- 50 FT WORK AREA**
W BROWN - NORTH & SOUTH CURB PARKING LANE CLOSURE BETWEEN W COURT SQ AND BROWN



SAFETY SIGNAL CO., INC.
220 FT WORK AREA
 W COURT SQ
 FULL ROAD CLOSURE
 BETWEEN N COURT SQ
 AND S COURT SQ

SAFETY SIGNAL CO., INC.
220 FT WORK AREA
 JACKSON ST HWY 29
 LEFT LANE CLOSURE
 BETWEEN MADISON ST
 AND WASHINGTON ST

SAFETY SIGNAL CO., INC.
220 FT WORK AREA
 N COURT SQ
 LEFT TURN LANE CLOSURE
 BETWEEN E COURT SQ
 AND W COURT SQ

KIKI TREE PRODUCTIONS, INC
 "THE CONJURING 3"
 400 Veterans Pkwy, Building 109, 2nd Floor
 Fayetteville, Georgia 30214

SAFETY SIGNAL CO., INC.
 P.O. BOX 488
 UNION CITY, GEORGIA 30291
 OFFICE: 770/964-3181 FAX: 770/964-4006
 Drawn by: C.T. White Date: 6-09-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	MARSH USA, INC. 701 MARKET ST., SUITE 1100 ST. LOUIS, MO 63101	CONTACT NAME		
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	SUBSIDIARIES OF AT&T KIKI TREE PICTURES, INC. 4000 WARNER BLVD BURBANK, CA 91522	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	OLD REPUBLIC INSURANCE COMPANY	
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 12796 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	MWZY 313636 19	6/1/19	6/1/20	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	MWTB 313635 19 MWZX 313637 19(MI)	6/1/19 6/1/19	6/1/20 6/1/20	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES BUT ONLY AS REQUIRED BY CONTRACT WITH THE RESPECT TO THE OPERATIONS OF THE NAMED INSURED.
PRODUCTION: CONJURING 3

CERTIFICATE HOLDER GEORGIA DEPT. OF TRANSPORTATION 115 TRANSPORTATION BLVD. THOMASTON, GA 30286	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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).