



Newnan City Council Meeting

FEBRUARY 11, 2020

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

CALL TO ORDER

INVOCATION

READING OF MINUTES

- [A.](#) Minutes - Work Session - Newnan Entertainment & Sports Project - Jan. 28,2020
- [B.](#) Minutes from Regular Meeting on January 28, 2020

REPORTS OF BOARDS AND COMMISSIONS

- [C.](#) 1 Appointment - Newnan Cultural Arts Commission, Replacement Appointment for Joanna Harvey. Appointment term will expire 6/2021
- [D.](#) 2 Appointments- Tree Commission- 3 Year Term
- [E.](#) Board of Zoning Appeals Annual Report

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- [F.](#) Authorize the Mayor to Execute a Service Delivery Strategy (SDS) Amendment to include "housing" as a service
- [G.](#) MEAG Power Sale of Excess Reserve Capacity to the City of Newnan on behalf of the City of East Point
- [H.](#) City Council to consider a revision to the approved pedestrian path system in the residential development known as the Parks at Olmsted
- [I.](#) Newnan City Council may consider a facilities lease agreement between the City of Newnan and the Wholistic Stress Control Institute, Inc. for the provision of administrative space to support youth substance abusive prevention programming at 55 Savannah Street.
- [J.](#) 68 Savannah St - Schedule a public hearing for March 24, 2020.
- [K.](#) 62 Murray St - Request a public hearing on March 24, 2020 for structure.
- [L.](#) Consideration of Exercising Ordinance Amendment to Chapter 3, Alcoholic Beverages, of the Code of Ordinances, for certain City Sponsored Events
- [M.](#) Main Street Request for street closures and to use sidewalks and parking spaces around the Square for 2020 Events.
- [N.](#) Surplus Property Declaration and Disposition of Real Property, Capital Assets and Controlled Assets
- [O.](#) Public Hearing - Application for Special Permitted Event Venue - Keeley-Kirby Events, LLC d/b/a Something Special at Lillian Gardens - Special Permit Event Venue - Reason: Adding On premise Beer and Wine to existing Special Permitted Location License

- P. Public Hearing - Application for Alcohol Beverage License - Leonardo's Restaurant Inc. d/b/a Grayson's Steak & Seafood - Retail on Premise (Pouring) Sales, Distilled Spirits, Malt Beverages and Wine - 91 Millard Farmer Ind Blvd - Reason: New Business
- Q. Public Hearing - Application for Alcohol Beverage License - Transfer - JSR, LLC d/b/a Mobile Food Mart - Retail Off Premise (Package) Sales, Malt Beverages and Wine - 10 The Crescent- Reason: New Owners
- R. Public Hearing - Application for Alcohol Beverage License - Transfer License Representative - Little Giant Farmer Market - Retail Off Premise (Package) Sales, Malt Beverages and Wine - 487 Jackson Street- Reason: Personnel Change
- S. Public Hearing - Application for Alcohol Beverage License - Transfer Owner - Vallarta Grill - Retail On Premise (Pouring) Sales, Distilled Spirits, Malt Beverages and Wine - 45 Newnan Station Dr., Ste C - Reason: New Owner

UNFINISHED BUSINESS

- T. 2nd Public Hearing for Minor Amendment to the Capital Improvements Element (CIE) and Short-Term Work Program (STWP) and Consideration of Adoption
- U. Status Reports: 280 W Washington St, 18 Berry Ave, 6 Glenn St, 15 Elm Cir
- V. 33 Hardaway St. - Owner update and request for extension
- W. To consider executing a resolution to abandon certain public right-of-way known as St. Charles Place, located within the Parkside Village subdivision.

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

MOTION TO ENTER INTO EXECUTIVE SESSION

- X. Motion to Enter into Executive Session

ADJOURNMENT

A special meeting of the City Council was held on Tuesday, January 28, 2020 at 5:00 pm 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.

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose; Paul Guillaume; Cynthia Jenkins; Dustin Koritko, George Alexander and Rhodes Shell. Also present were City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Della Hill; City Attorney, Brad Sears and Police Chief Douglas “Buster” Meadows.

Mayor Brady indicated the purpose of the meeting is the consideration for Newnan Entertainment and Sports District Project.

NEWNAN ENTERTAINMENT AND SPORTS DISTRICT PROJECT

The City Manager stated this meeting is to present an overview of the steps and process for the Newnan Entertainment and Sports District Project.

Eric Johnson indicated the property that is being considered is on the east side of 85 between Newnan Crossing Boulevard near intersection with Diplomat Parkway. They are working with team members on the project for the use and how it will benefit the City. This project will be a multi-use facility designed to host a Coastal Plains League baseball franchise as well as provide space for special events, concerts, festivals and other regional and statewide athletic events. The plans are for the facility to be used all year.

Mr. Tom Crymes, Newnan Grand Slam, indicated they are working on a business proposal for the City to help move forward with the project. The baseball field will be for college students to practice to improve their skills. There will be other events, concerts, festivals, to keep the facility busy. The brewery (privately owned) will be opened all year.

Leigh Schlumper stated she works with the event side and noted the concerts will be similar to the ones in Peachtree City. Some of the other events are brewery tours, festivals, fun-runs, and Easter Sunrise service. They are planning to hire a Professional Event planner.

The Assistant City Manager indicated the City will be acquiring property along Newnan Crossing Boulevard near its intersection with Diplomat Parkway for construction of a multi-use facility designed to host baseball franchise as well as provide space for special events, including concerts, festivals and other local, regional and state-wide athletic events. The property consists of financing of the acquisition and construction of a mixed-use facility adjacent to the entertainment and sports facility. The property will include two structures, both consisting of multi-family and commercial/retail spaces as well as parking facilities. The development of a destination sports, entertainment and mixed-use facility that will support the community with goals of facilitating economic growth through job creation, private investment and enhanced quality of life. How will the project be financed? Do we finance with Bonds with no down payment or do we borrow the total amount for the project? A potential scenario in which the amount of bond funds includes a private equity investment for the mixed-use project adjacent to the multi-use facility. The Development Authority of the City of Newnan will be the financing agent issuing and managing bond funds. There are two scenarios in which the amount of bond funds differs. One is equity investment and option two no equity investment. These scenario programs are similar to a payment in lieu of taxes (PILOT) to be utilized to increase available revenue to retire anticipated debt services. PILOT is a payment made to

compensate a public organization for some of or all of the property tax revenue lost due to tax-exempt ownership or use of real property. A MOU will need to be completed and presented to Council.

Mayor Brady stated in no way is this final approval tonight. This is one of many steps in the process of the project.

Motion by Councilman DuBose, seconded by Councilman Guillaume to instructed Staff to draft MOU including legal, parking, bond council, date of operation, rent roll, square footage, finances, LINC and any other items needed to proceed and present back to Council.

MOTION CARRIED. (7 – 0)

SPECIAL CALLED MEETING

Mayor Brady called a Special Work Session for the Newnan Entertainment and Sports District Project for February 25, 2020 at 5:00 pm in the Richard A. Bolin Council Chambers of City Hall.

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman Guillaume to adjourn the meeting at 5:55 pm.

MOTION CARRIED. (7 – 0)

Della Hill, City Clerk

Mayor, Keith Brady

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, January 28, 2020 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; George Alexander, Cynthia E. Jenkins; Paul Guillaume; Rhodes Shell and Dustin Koritko. Also present: City Manager, Cleatus Phillips; City Clerk, Della Hill; Planning Director, Tracy Dunnivant; Assistant City Manager, Hasco Craver; City Attorney, Brad Sears and Police Chief, Douglas (Buster) Meadows.

MINUTES – REGULAR MEETING – JANUARY 14, 2020

Motion by Councilman Guillaume, seconded by Councilwoman Jenkins to dispense with the reading of the minutes of the Regular Council meeting for January 14, 2020 and adopt them as presented.

MOTION CARRIED. (7 – 0)

AMEND AGENDA

Motion by Councilwoman Jenkins, seconded by Councilman Koritko to amend the agenda adding under old business the Public Hearing that was advertised for January 28, 2020 to inform the Public that the City is intending to apply for a CDBG Grant and a Revitalization Area Strategy Designation and to obtain citizen input into the Development of the Applications.

MOTION CARRIED. (7 – 0)

NEWNAN YOUTH COUNCIL

Caleb Griffis	Sophomore	Central High
Ashley Williams	Senior	Newnan High
Bo Palmer	Senior	Newnan High
Lauren Vanden Heuval	Sophomore	Northgate
Jack Palmer	Sophomore	Newnan High

APPOINTMENT –CULTURAL ARTS COMMISSION (REPLACEMENT JOANNA HARVEY)

Mayor Brady asked the City Manager to place Councilman Koritko appointment to the Cultural Arts Commission on the agenda for the next Council meeting.

APPOINTMENTS – TREE COMMISSION

Mayor Brady asked the City Manager to place his appointment and Councilwoman Jenkins appointment to the Planning Commission on the agenda for the next meeting.

APPOINTMENT – PLANNING COMMISSION

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to appoint Elton West replacing Greg Gause to the Planning Commission for a three-year term.

MOTION CARRIED. (7 – 0)

APPOINTMENT – PARKS COMMISSION

Motion by Councilman Koritko, seconded by Councilman Alexander to appoint Jesse Tanner for a three- year term replacing Greg Heller on the Parks Commission.

MOTION CARRIED. (7 – 0)

SCOUT TROOP

Members from Boy Scout Troop 47 Central Baptist Church were in attendance working on their Communication Badge on road to Eagle.

JUDGE SUPERIOR COURT – COWETA CIRCUIT

Melissa Griffith introduced Markette Baker, Judge Superior Court, Coweta Circuit, based in LaGrange, Georgia. She thanked Council for having her.

LOCAL MAINTENANCE IMPROVEMENT GRANT (LMIG) LIST OF STREETS – PROPOSED FOR MAINTENANCE

Motion by Councilman Shell, seconded by Councilman Koritko to approve the request for the Local Maintenance Improvement Grant (LMIG) list of Streets proposed for maintenance.

MOTION CARRIED. (7 – 0)

ORDINANCE – AMENDED ADOPTION AGREEMENT AND AMENDED GENERAL ADDENDUM FOR THE CITY OF NEWNAN’S GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN.

Motion by Councilman Guillaume, seconded by Councilman Shell to adopt an Ordinance to provide for the Amended Adoption Agreement and Amended General Addendum for the City of Newnan’s Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan.

MOTION CARRIED. (7 - 0)

PUBLIC HEARING – INFORM PUBLIC THAT THE CITY IS INTENDING TO APPLY FOR A CDBG GRANT AND A REVITALIZATION AREA STRATEGY DESIGNATION AND TO OBTAIN CITIZEN INPUT INTO THE DEVELOPMENT OF THE APPLICATIONS

Mayor Brady opened a public hearing on the City intending to apply for a CDBG Grant and a Revitalization Area Strategy Designation and to obtain citizen input into the Development of the Applications.

The Planning Director stated the City is considering applying for a Community Development Block Grant (CDBG). The CDBG program is federally funded and administered by the states. It focuses on benefiting low to moderate income persons by providing resources for livable neighborhoods, economic empowerment and decent housing. The CDBG program has 3 main national objectives and any project must meet at least one of the 3: Project must benefit at least 70% low-and moderate-income persons – It must aid in the prevention of elimination of slums and blight – It must meet other community needs that pose a serious threat to the health and welfare of the community where other financial resources are not available to meet such needs. (Must certify that those conditions exist) In addition to the CDBG grant, the City is also applying for a Revitalization Area Strategy designation and will consider projects that meet a national objective within those boundaries. To be in a designated revitalization area, the poverty rate for the census tract must be over 20%. The RAS will allow you to get up 20 additional points toward your application rating. (Max 485 with RAS 505) The City is applying for up to \$1 million so the project activities will include housing rehabilitation/ reconstruction and infrastructure improvements or public building. The project will not displace any persons and the budget will be determined once the scope of the project is finalized. In terms of beneficiaries, a CDBG door-to-door income survey of the target area will determine the number and demographics of the project beneficiaries. The last CDBG grant that the City received was for the Boys and Girls Club on Wesley Street. It has been a while since we have applied for this grant. Please note that if any councilmembers reside in the selected target area, the City will follow all conflict of interest procedures. Also, the City of Newnan abides by the following laws as they pertain to HUD assisted projects: Title VI of the Civil Rights Act of 1964; Section 109 of the HCD Act of 1974, Title 1; Title VII of the Civil Rights Act of 1968 (Fair Housing Act); Section 104(b)(2) of the Housing and Community Development Act of 1974; section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans with Disabilities Act of 1960 (ADA) and the Architectural Barriers Act

of 1968. Please note that the project will be covered under the requirements of Section 3 of the HUD Act of 1968 as amended and Section 3 Residents and Business Concerns are encouraged to apply.

Public Comments

Ms. Rebecca Gibson indicated a few years ago a Task Force completed a study for the inter city on how to improve the conditions. Some of the more pressing issues were improved. There are still some blight areas in Chalk Level. She thanked Council for the renovation of the Howard Warner Building that offers a place for the Boys and Girls Club along with other groups to offer programs. There are neighborhood organizations that are working also and we appreciate them. We appreciate what could be done with the Grant you are applying for to help those individuals (citizens) who are unable to keep them up. She stated there are members of the community who would like to work with the City in order to improve the area.

Mayor Brady closed the public hearing.

PUBLIC HEARING – REZONING REQUEST RZ2019-09, DOMINIUM ACQUISITION, LLC – 16.86± ACRES – NEWNAN CROSSING BYPASS – PORTION OF TAX PARCEL (087 5011 003)/ORDINANCE

Mayor Brady opened a public hearing on the rezoning request.

The Planning Director stated this is a request by George Rosenzweig on behalf of Dominium Acquisition, LLC to rezone 16.85 acres located off Newnan Bypass from CCS (Community Shopping Center District) to RMH (Residential Multiple-Family Dwelling – Higher Density District). The site is currently vacant and is located between Newnan Crossing Bypass and Interstate 85 and is just north of the Springs Apartments that received rezoning approval in 2018. The applicant would like to build 202 affordable senior independent over 55 age restricted apartment units. This means that 80% of the units will be occupied by at least 1 person over the age of 55. All units would be located in a single four-story building. The targeted unit mix is 110 one bedroom, 76 two bedroom and 16 three-bedroom units. The average rents would be between \$464 and \$1237 per month for a one bedroom and \$557 and \$1,485 per month for a two bedroom including utilities. The development would include full kitchens, appliances, and an exterior balconies/patio. Amenities will be designed to meet the physical or social needs of older persons such as a community garden, benches, grilling area, fitness center, business center, game, card and craft room, theater, laundry facilities and a beauty salon. Staff has completed an assessment of each of the 8 required standards and I will give a quick summary of each:

Staff felt the use was suitable in view of zoning and development of adjacent and nearby properties since it is just north of an existing 320-unit apartment complex. In addition, there will be commerce/office units in front of the Spring apartments which could serve the

residents of both complexes. In addition, with the existing creeks, the bypass and the interstate, the existing land uses either be buffered or not significantly impacted by the change in use.

Adverse impact on adjacent or nearby property- greatest would be traffic; however, the complex would be located on a major street. The apartments are expected to generate 787 additional trips; however, the traffic study they submitted found the proposed development would minimal traffic related impact on the study area. It is anticipated that the delay at the study intersections would increase by no more than .6 seconds per vehicle for any approach.

Could it be used as currently zoned – Yes, it is zoned CCS and it is surrounded by commercial uses.

Would the project cause an “excessive or burdensome” use of public facilities – All multi-family developments in excess of 150 units must submit a Community Impact Assessment as part of their application. This assessment evaluates impact on streets, fire, police, water/sewer utilities, and the school system. Each service provider is contracted and that information has been included in your packet. In addition to the responses, Staff also asked the Police and Fire Chiefs to provide call numbers for the last year for the Forest of York, which is a smaller, but 55 plus development. Police answered 35 total calls and Fire responded to 55 (mostly EMS) in 2019. After reviewing all responses, staff determined that the project will have an impact on public services, but it would not be excessive or burdensome. Also, as part of the assessment, each project must provide tax revenue information. Per the report, this project would generate \$27,200 annually in property taxes and over \$530,000 in impact fees.

In terms of the Comprehensive Plan, the FLU map shows the property as future clean industrial. The project would not be compatible with the comprehensive plan’s vision for this area. As previously specified, the applicant is seeking an RMH zoning. An apartment complex would be consistent with the purpose and intent of the proposed zoning. Would the proposed use be supported by new or changing conditions not anticipated by the Comprehensive Plan? The City completed its full update on the Comp Plan in 2016 and adopted a new Zoning Ordinance and corresponding map in September of 2017 and a multi-family development would not be consistent with either.

Staff does feel the project shows a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property. Since 2013, the City has approved roughly 1,550 new multi-family units. Of those, 1,390 are market rate to higher end apartments. The remaining 160 are affordable with rates based on income. The project that is being proposed would fall into the affordable category, but unlike the 160-unit project, at least 80% of these residents must have a family member 55 or older. Currently in the City of Newnan, the Forest at York is a 72 unit 55 and over apartment complex that provides income-based housing. In addition, there is a new dependent retirement community being built off of Newnan Lakes Boulevard that will include 75 independent living units for seniors as a component within

their development; however, those units would not be considered affordable. While we have several assisted living developments within the City, there are really very few independent apartment complexes specifically designed for seniors with limited income. This development would help meet a need that the Comprehensive Plan has identified by providing additional affordable senior housing. In summary, Staff found that the development met 5 of the 8 standards.

The Planning Commission held a public hearing on December 17, 2019 and recommended approval with the following 5 conditions:

1. The project will be consistent with the plan, density, project data, amenities, proffered conditions and architectural details as provided as part of the application. Variances reflected in these documents for height, front building setback and parking will only be granted upon consideration and final approval by the Board of Zoning Appeals.
2. The applicant's proffered conditions (Attachment A-Proffered Condition in Application), provided that if any conditions contradicted City of Newnan zoning ordinance, that the City's zoning ordinance would rule.
3. During the site review process, applicant would demonstrate to staff the potential location on their site where the adjoining property owner could connect for inter-parcel connectivity.
4. Applicant agrees to pay their share for street light installation at the appropriate time.
5. Applicant would conduct a feasibility study regarding constructing a walking trail/pedestrian path on its property up to Lower Fayetteville Road.

Applicant

George Rosenzweig on behalf of Dominion Acquisition, LLC indicated the applicant is requesting approval of the rezoning application in order to allow construction of a 12 unit per acre over 55 age-restricted affordable senior housing development which will be regulated by the Georgia Department of Community Affairs. At least 80% of the units will be occupied by at least one person who is 55 years of age and older. The development will provide significant facilities and services designed to meet the physical or social needs of older persons including, a community garden, courtyard, walkways, benches, and grilling areas, as well as amenities including a fitness center, business center, game, card and craft room, laundry facilities, and beauty salon. The typical resident is retired, living on Social Security, retirement funds, proceeds from a home sale, or other source. Expanding housing options for seniors allows current residents to remain in their communities as they progress through stages of life and also provides housing options for senior citizens who retire from out of the area and choose to relocate closer to their grandchildren.

Opposition

No one spoke in opposition.

Mayor Brady closed the public hearing.

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to approve the report from the Planning Commission on the rezoning request.

MOTION CARRIED. (7 – 0)

ORDINANCE – AMEND ZONING MAP PROPERTY LOCATED OFF NEWNAN CROSSING BYPASS - 16.85± ACRES

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to adopt an Ordinance to amend the zoning map for 16.85± acres located off Newnan Crossing Bypass with proffered conditions.

MOTION CARRIED. (7 – 0)

REVIEW – FACILITY USE DATA AND PROVIDE DIRECTION TO POTENTIAL MODIFICATION OF THE CURRENT FACILITY USE POLICY

The Assistant City Manager stated at the November 26, 2019 City Council Meeting a request from Staff outlining current facility usage at Howard Warner Community Center, Howard Warner Gymnasium and Wesley Street Gymnasium. After the creation of the Leisure Services Department a facility usage policy was established in order for the city facilities to be best managed and utilized on a continuous basis by a variety of citizens and organizations. Over time the City has received multiple requests for regular use from different groups. There are seven existing regular standing agreement users that have requested an extension of their agreement and we have recently received two additional requests for regular use. If all requests and extensions are approved the schedule will no longer allow for individual one-time rental requests, which could decrease the number and variety of users. The current users are all providing great programs and services to those participating program recipients. We enjoy the long-term agreements. Staff has no recommendation.

After discussion Council directed Staff to develop a ceiling on long term agreement rentals on total number of hours used per week – Number of people served with programs - Impact on services and how many groups or individuals that have been turned away.

REQUEST – NEWNAN CARNEGIE LIBRARY FOUNDATION – CLOSE PART OF WEST BROAD STREET BETWEEN JACKSON AND BROWN STREETS ON JUNE 5TH, 2020

Motion by Councilwoman Jenkins, seconded by Councilman Shell to approve the request for Newnan Carnegie Library Foundation to close part of West Broad Street between Jackson and Brown Streets on June 5, 2020.

MOTION CARRIED. (7 – 0)

REQUEST - VALERIE RENDER- BLOCK TWO PARKING SPACES – WADSWORTH AUDITORIUM PARKING LOT FOR FOOD TRUCKS

Motion by Councilman Shell, seconded by Councilman Koritko to approve the request by Valerie Render to block two parking spaces in the Wadsworth Auditorium parking lot for food trucks on Saturday, June 20, 2020 from 3:00 pm – 10:00 pm.

MOTION CARRIED. (7 – 0)

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko that we now enter into closed session as allowed by O. C. G. A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing legal issues and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute and affidavit in compliance with O. C. G. A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 7:17 pm.

MOTION CARRIED. (7 – 0)

RESOLUTION/MAYOR’S AFFIDAVIT FOR EXECUTIVE SESSION

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

MOTION CARRIED. (7 – 0)

SMALLWOOD CLAIM

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to deny the Smallwood Claim.

MOTION CARRIED. (7 – 0)

CULBREATH CLAIM

Motion by Mayor Pro Tem Alexander, seconded by Councilman Koritko to deny the Culbreath Claim.

MOTION CARRIED. (7 – 0)

ADJOURNMENT

Motion by Councilman DuBose, seconded by Councilman Koritko to adjourn the Council meeting at 7:22 pm.

MOTION CARRIED. (7 – 0)

Della Hill, City Clerk

Keith Brady, Mayor



City of Newnan, Georgia - Mayor and Council

Date: February 11, 2020

Agenda Item: Authorize the Mayor to Execute a Service Delivery Strategy (SDS) Amendment

Prepared By: Tracy S. Dunnavant, Planning Director

Purpose: To authorize the Mayor to execute an amendment to the Service Delivery Strategy to include “housing” as a service.

Background: The City of Newnan will be applying for a Community Development Block Grant (CDBG) during FY2020. Per the Georgia Department of Community Affairs, the following will be required for all applicants in order for the application to receive consideration:

- 1) An approved SDS of file with DCA, in compliance with applicable state law; and
- 2) An approved SDS indicating that the applicant is an authorized provider of the service for which it is requesting CDBG funds (including housing).

Since the City plans to address housing within its target area, the SDS must be amended to show the City of Newnan as a provider. The current SDS does not include “housing” as a service.

As with the original SDS, the County and all of its jurisdictions will be required to adopt the amendment. Once the County has received executed Form 4s from all entities, the amendment will be forwarded to DCA for final approval.

Funding: N/A

Recommendation: Authorize the Mayor to execute the amendment to include “housing” as a service.

Previous Discussion with Council: None



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **COWETA**

I. GENERAL INSTRUCTIONS:

1. **FORM 1 is required for ALL SDS submittals.** Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p style="text-align: center;">OPTION A <i>Revising or Adding to the SDS</i></p>	<p style="text-align: center;">OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="841 1182 1539 1417" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

- Coweta County
- City of Chattahoochee Hills
- City of Grantville
- City of Haralson
- Town of Moreland
- City of Newnan
- City of Palmetto
- City of Senoia
- Town of Sharpsburg
- Town of Turin
- Coweta County Development Authority/Development Authority of Coweta County
- Coweta County Hospital Authority
- Coweta County Water and Sewerage Authority
- City of Grantville Downtown Development Authority
- Newnan-Coweta County Airport Authority
- Development Authority of the City of Newnan
- Newnan Utilities
- Senoia Downtown Development Authority
- Housing Authority of Newnan
- Senoia Public Housing Authority
- Grantville Housing Authority
- Housing Authority of the City of Palmetto

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

1. Airport
2. Animal Control
3. Animal Shelter
4. Building Inspection
5. Business Regulation
6. Cemeteries
7. Code Enforcement
8. Convention and Tourism
9. Court Services/County
10. Court Services/Municipal
11. Development and Street Naming
12. Economic Development
13. Elections
14. Electrical/Gas Service and Distribution
15. Emergency Management
16. Emergency Medical Service
17. E-911 Dispatch
18. Fire and Rescue
19. Indigent Defense/County
20. Indigent Defense/Municipal
21. Indigent Healthcare
22. Jail/County
23. Jail/Municipal
24. Juvenile Intake Services
25. Law Enforcement
26. Library
27. Parks and Recreation Facilities
28. Parks and Recreation Programs
29. Planning and Zoning
30. Probation Supervision/County
31. Probation Supervision/Municipal
32. Public Health and Welfare
33. Public Works
34. Road and Street Construction
35. Road and Street Maintenance
36. Sewage Collection and Disposal
37. Solid Waste Management
38. Storm Water Management
39. Tax Assessment
40. Tax Collection
41. Voter Registration
42. Water Supply and Distribution

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Housing



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: COWETA

Service: Housing

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **City of Newnan in partnership with the Housing Authority of Newnan; City of Grantville in partnership with the Grantville Housing Authority; City of Senoia in partnership with the Senoia Public Housing Authority; and the City of Palmetto in partnership with the Housing Authority of the City of Palmetto**)

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Newnan	Grants, General Fund, Federal Funds
Cities of Grantville, Senoia, Palmetto	Grants and Federal Funds
Housing Authority of Newnan	Grants, Tenant Rents, and Federal Funds
Grantville Housing Authority	Grants, Tenant Rents, and Federal Funds
Senoia Public Housing Authority	Grants, Tenant Rents, and Federal Funds
Housing Authority of City of Palmetto	Grants, Tenant Rents, and Federal Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Adding a new service to the SDS.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Shannon Zerangue, County Clerk**
 Phone number: **770.254.2601** Date completed: January 30, 2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:
MICHAEL FOUTS, COWETA COUNTY ADMINISTRATOR, 770.254.2601



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: COWETA

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CHATTAHOOCHEE HILLS, CITY OF</u>	Mayor	Tom Reed		
<u>COWETA COUNTY</u>	Commission Chairman	Paul Poole		
<u>GRANTVILLE, CITY OF</u>	Mayor	Douglas Jewell		
<u>HARALSON, CITY OF</u>	Mayor	Audrey Holliday		
<u>MORELAND, TOWN OF</u>	Mayor	Dick Ford		
<u>NEWMAN, CITY OF</u>	Mayor	Keith Brady		
<u>PALMETTO, CITY OF</u>	Mayor	Clark Boddie		
<u>SENOIA, CITY OF</u>	Mayor	Jeff Fisher		
<u>SHARPSBURG, TOWN OF</u>	Mayor	Blue Cole		
<u>TURIN, TOWN OF</u>	Mayor	Alan Starr		



November 1, 2019

City of East Point, Georgia
Attn: Honorable Deana Holiday Ingraham, Mayor
2777 East Point Street
East Point, GA 30344

City of Newnan, Georgia
Attn: Honorable L. Keith Brady, Mayor
25 LaGrange Street
Newnan, GA 30263

Board of Water, Sewerage and Light
Commissioners of the City of Newnan, Georgia
Attn: Mr. Bobby Lee, Chairman
70 Sewell Road
Newnan, Georgia 30263

**Re: MEAG Power Sale of Excess Reserve Capacity to the City of Newnan
on Behalf of the City of East Point**

Dear Mayor Holiday Ingraham, Mayor Brady, and Chairman Lee:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of East Point, Georgia ("East Point"), and the City of Newnan, Georgia ("Newnan") for MEAG Power's sale on behalf of East Point of certain excess reserve capacity to Newnan pursuant to Section 312 of the Power Sales Contract between MEAG Power and East Point. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, East Point and Newnan, it is understood and agreed that:

(1) Sale of Excess Reserve Capacity by MEAG Power on Behalf of East Point.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and East Point, East Point has declared capacity in the amount of 8,036 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. East Point has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Newnan.

(b) This Sale Amount shall not reduce East Point's cost obligations under the Power Sales Contract and East Point shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Newnan for the Sale Amount pursuant to this Letter Agreement shall be credited to East Point's obligation to MEAG Power to pay for its Entitlement Share.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



(2) **Purchase of Excess Reserve Capacity by Newnan.** Newnan agrees to purchase the Sale Amount for a price of \$2.00 per kW-year (the "Contract Price"). MEAG Power shall bill Newnan for such amount and Newnan shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Newnan.

(3) **Costs.** East Point shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to East Point to enable it to verify any such costs.

(4) **Indemnification.** East Point hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, East Point's sale of excess reserve capacity pursuant to this Letter Agreement.

(5) **Term.** The initial term of the sale of East Point's excess reserve capacity to Newnan pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2020 and end at 2400 hours on December 31, 2020. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, East Point's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

(6) **Termination and Unwind.** If MEAG Power changes its policy concerning the computation of necessary reserve capacity from a "budgeted coincident peaks" standard to an "actual peaks" standard and such policy change goes into effect during the Term of this Letter Agreement, East Point and Newnan shall be returned to their respective positions as if this Letter Agreement had not been entered into (e.g., Newnan shall receive a credit for amounts it paid pursuant to this Letter Agreement and East Point shall be billed for all such amounts). Subsequently, this Letter Agreement shall terminate, except that Sections (3) and (4) shall remain effective.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of East Point and Newnan, please execute this Letter Agreement in the space provided below.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

ATTEST:

By:

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

Agreed to and accepted, this 16th day
of December, 2019.
Month Year

CITY OF EAST POINT

By: [Signature]

ATTEST:

[Signature]
City Clerk



Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF NEWNAN

By: _____

ATTEST:

City Clerk

[SEAL]

**BOARD OF WATER, SEWERAGE AND LIGHT
COMMISSIONERS OF THE CITY OF NEWNAN,
GEORGIA**

By: [Signature]
Bobby Lee, Chairman

ATTEST:

[Signature]
Secretary

[SEAL]





City of Newnan, Georgia - Mayor and Council

Date: February 11, 2020

Agenda Item: Subdivision Pedestrian Pathway Alternate Design-The Parks at Olmsted Subdivision

Prepared By: Dean Smith, Planning and Zoning Department

Purpose: For City Council to consider a revision to the approved pedestrian path system in the residential development known as the Parks at Olmsted.

Background: The Parks at Olmsted is located on the eastern portion of the City limits of Newnan, its access points are positioned off of Mary Freeman Road and Poplar Road. In 2001, City Council approved a variance request by Rocky Roquemore, the original developer of the Parks at Olmsted, to use alternative pedestrian paths versus the traditional paved sidewalk. Over the course of time, the developer has changed to Olmsted, LLC operated by David Lindsey. As the neighborhood has grown and developed, there has been some objections and concerns raised concerning the previously approved alternative pedestrian path system. Mr. Lindsey has met with City personnel from Engineering and Planning & Zoning over the past several years to develop a different pedestrian path system, that would now involve locating the path along the public right-of-way in some areas utilizing a more traditional sidewalk pedestrian design.

Staff has reviewed the proposed pedestrian path and supports this proposal.

Funding: N/A

Recommendation: Approve the revised pedestrian path

Previous Discussion with Council: March 2001 and 2002.

Olmsted, LLC
140 VILLAGE CIRCLE
SENOIA, GEORIGIA 30276
(770)599-1004

November 22, 2019

City of Newnan Planning Commission:

I would like to ask for approval to revise the original plan for the paths located in The Parks of Olmsted.

The original paths were going to be located in the green space and behind the homes on the lake.

We had received approval to change original design so we could use sidewalks in each subdivision and a pedestrian path along the parkway.

The pedestrian path is completed to Ashland Drive at Biltmore Estates and we would like to complete it along the parkway to Seneca Park.







The plat is marked showing what is installed and what we would like to complete.

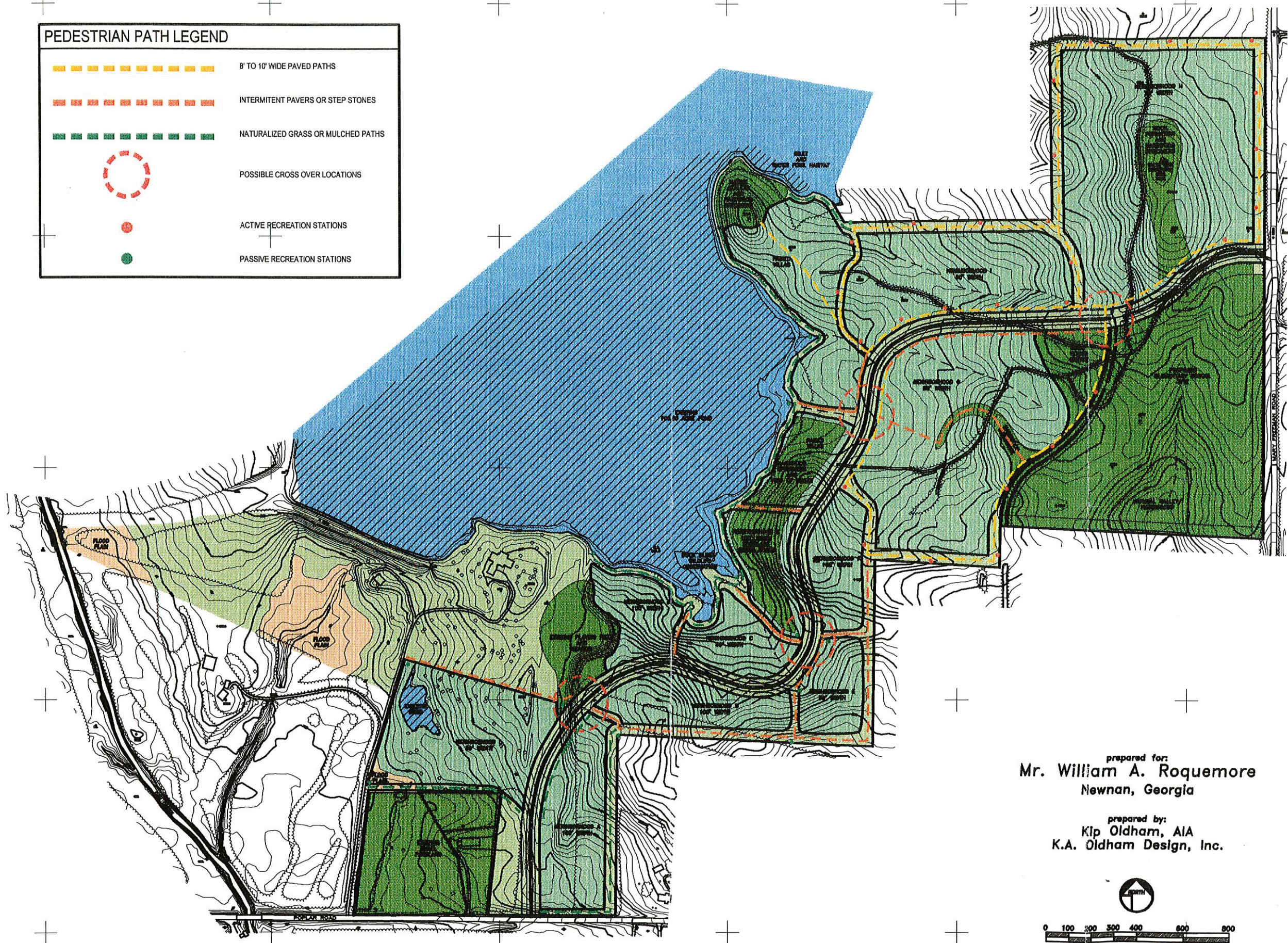
If you have any questions you can email me at dlindsey@davidlindseyhomes.com

Thank you,

A handwritten signature in blue ink, appearing to read "David A. Lindsey", written over a horizontal line.

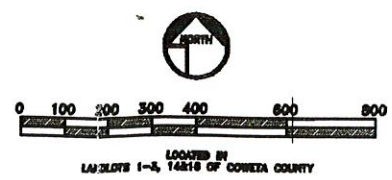
David Lindsey

PEDESTRIAN PATH LEGEND	
	8' TO 10' WIDE PAVED PATHS
	INTERMITTENT PAVERS OR STEP STONES
	NATURALIZED GRASS OR MULCHED PATHS
	POSSIBLE CROSS OVER LOCATIONS
	ACTIVE RECREATION STATIONS
	PASSIVE RECREATION STATIONS



prepared for:
Mr. William A. Roquemore
 Newnan, Georgia

prepared by:
Kip Oldham, AIA
 K.A. Oldham Design, Inc.



Printed
 12/5/00
 03/22/01

Olmsted
 A Conservation Development
 Newnan, Georgia

The drawings prepared by K.A. Oldham Design, Inc. are to be used only in accordance with the contract and its amendments.

14 East Washington Street Newnan, Georgia 30263 phone: 770/683-9170 fax: 770/683-9171 kacoldham@nwndsping.com

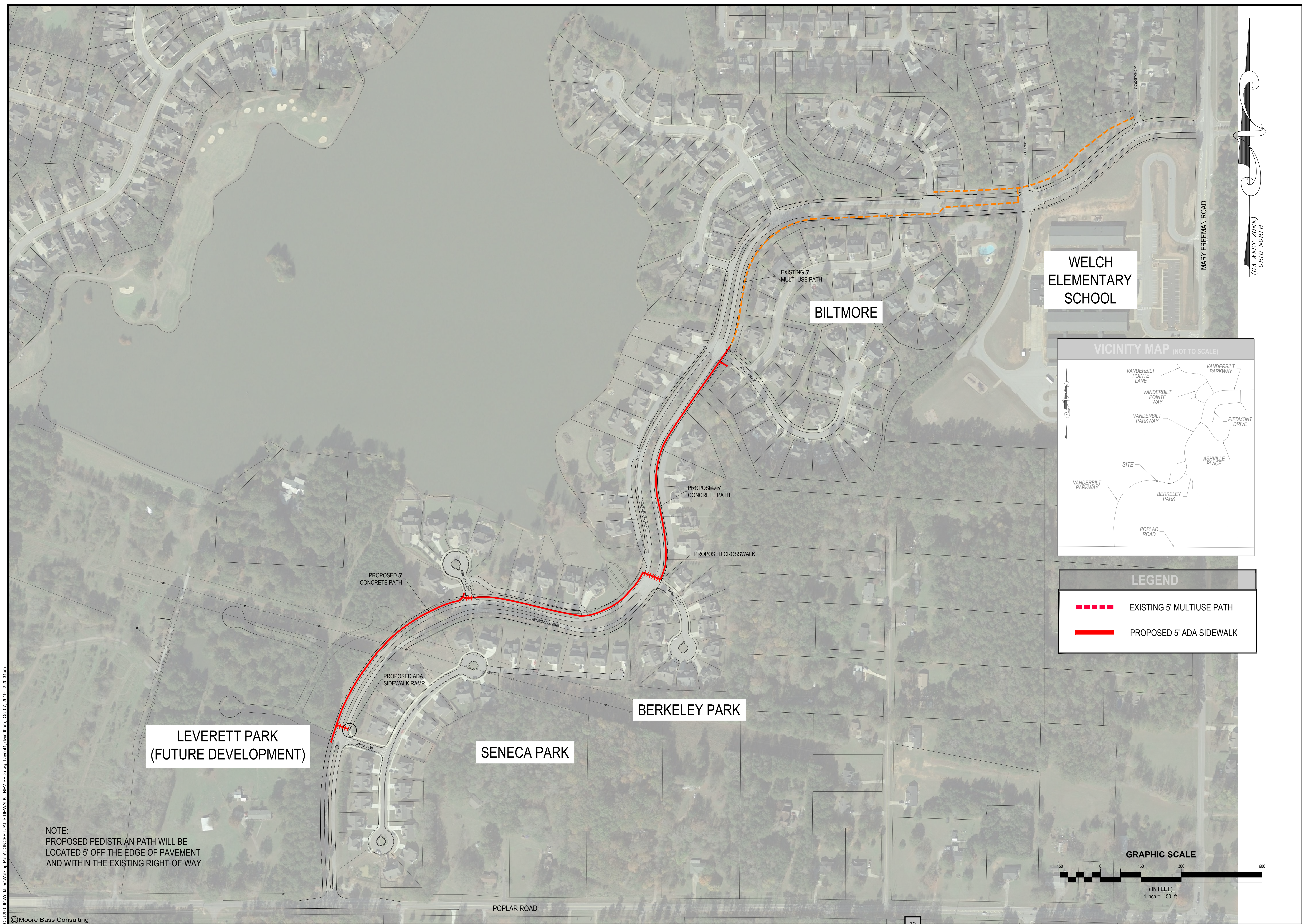
Sheet Title: Pedestrian Pathway System
 Notes: -

Sheet:

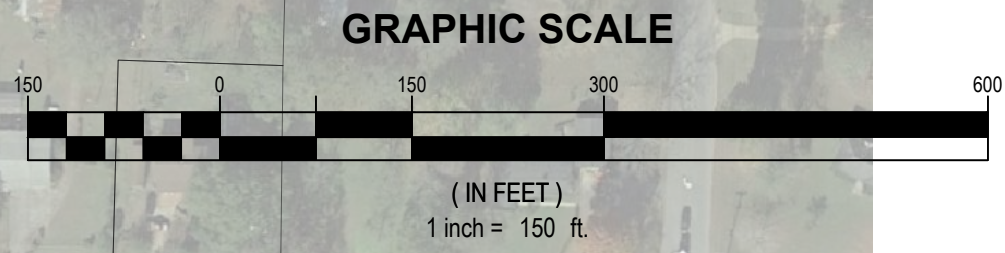
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Date:

Commission No:
 2056.00

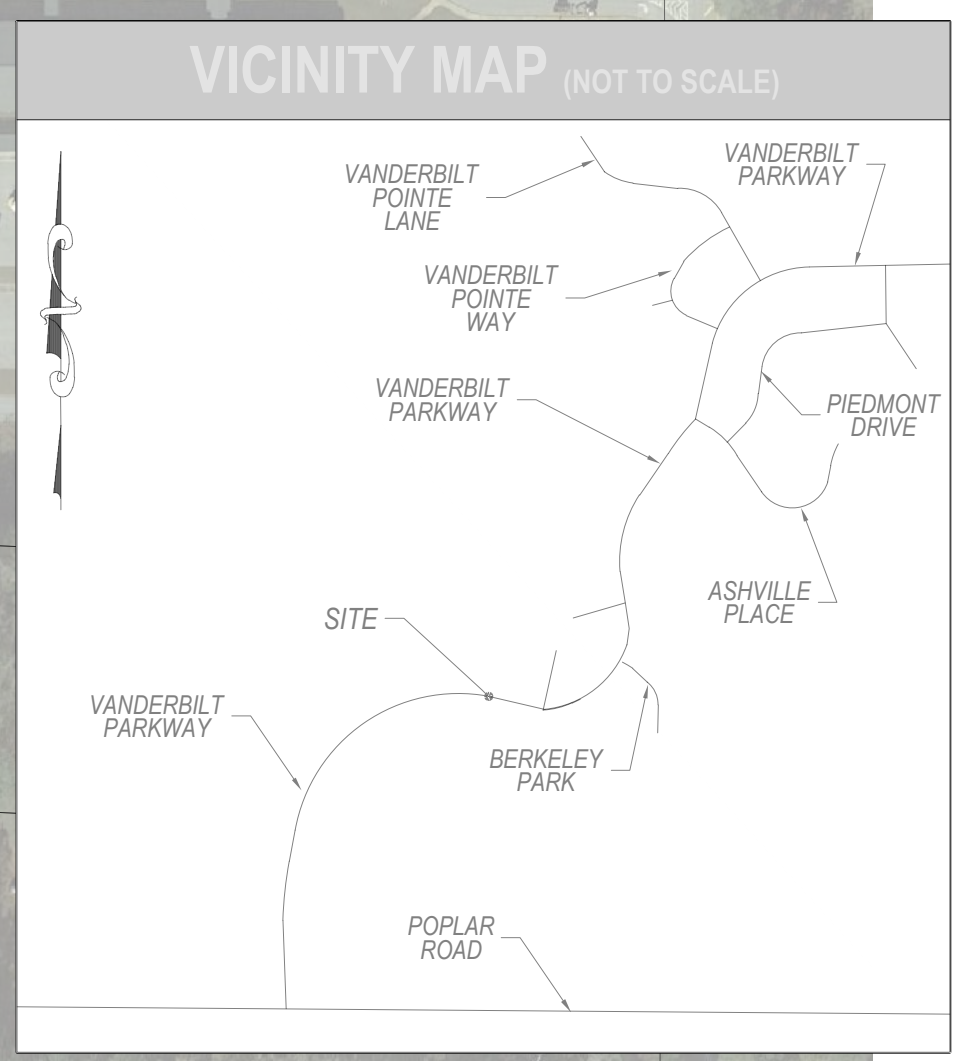


NOTE:
 PROPOSED PEDESTRIAN PATH WILL BE
 LOCATED 5' OFF THE EDGE OF PAVEMENT
 AND WITHIN THE EXISTING RIGHT-OF-WAY



LEGEND

- - - - - EXISTING 5' MULTIUSE PATH
- PROPOSED 5' ADA SIDEWALK



Moore Bass
 CONSULTING
 TALLAHASSEE ATLANTA
 1300 Keys Ferry Court
 McDonough, Georgia 30253
 www.moorebass.com
 (770) 919-0800 (Office)
 (770) 919-0800 (Fax)

PROJECT NAME: **OLMSTEAD**
 CLIENT NAME: **DAVID LINDSEY HOMES**
140 VILLAGE CIRCLE SENOIA, GA

REVISIONS

NO.	DESCRIPTION	DATE

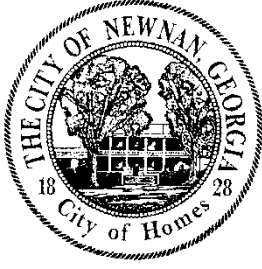


CONCEPTUAL SIDEWALK - REVISED.dwg
 ARCHIVE
 DATE: 10-7-2019
 FILE #
 CONTRACT #: T29.006
 DRAWN BY: DW

SEAL

SHEET TITLE
**PEDESTRIAN PATHWAY
 CONCEPTUAL PLAN**

SHEET
1.0



City of Newnan, Georgia - Mayor and Council

Date: February 11, 2020

Agenda Item: Facilities Lease Agreement between the City of Newnan and the Wholistic Stress Control Institute, Inc.

Prepared and Presented by: Hasco Craver, Assistant City Manager

Purpose: Newnan City Council may consider a facilities lease agreement between the City of Newnan and the Wholistic Stress Control Institute, Inc. for the provision of administrative space to support youth substance abusive prevention programming at 55 Savannah Street.

Background: The City of Newnan has received a request from Wholistic Stress Control Institute, Inc. to allow for the use of Office Room 101 at the Howard Warner Community Center for the provision of administrative space to support youth substance abuse prevention programming.

Agreement items of particular interest:

- One year initial term with two one-year renewal terms
- Initial term to begin on April 1, 2020
- General facilities may be used Monday through Friday from 9AM – 7PM, some Saturdays
- No youth programming will take place in the office space
- Gymnasium will not be used
- Wholistic Stress Control Institute, Inc. is responsible for raising funds to operate programs
- Wholistic Stress Control Institute, Inc. is responsible for telephone, cable and internet service
- City is responsible for utilities (water, sewer, electricity)
- City will provide reasonable repairs to all facilities

Newnan City Attorney assisted with the development and has reviewed the Facilities Lease Agreement as presented.

Funding: N/A

Recommendation: In an effort to continue as well as to induce the increased provision of youth development programming, City Staff recommends the execution of the agreements as presented.

Attachments:

1. Facilities Lease Agreement between the City of Newnan, Wholistic Stress Control Institute, Inc.

Previous Discussions with Council: Newnan City Council was presented information related to Wholistic Stress Control Institute, Inc.'s interest in utilizing the Howard Warner Community Center in November 2019.

STATE OF GEORGIA
COUNTY OF COWETA

FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (this "Lease"), made and entered into on this 1st day of April, 2020, between THE CITY OF NEWNAN, GEORGIA, of the first part, hereinafter called "Lessor", and WHOLISTIC STRESS CONTROL INSTITUTE, INC., a Georgia non-profit corporation, of the other part, hereinafter called "Lessee".

TERMS

1) **PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions set forth in this Lease, the premises known as room 101 designated as a small office space on the lower level adjacent to the kitchen of the 1935 Building of the Howard Warner School (the "Premises") located in the building located at 55 Savannah Street, Newnan, Georgia, 30263 (the "Building"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

2) **TERM.** The initial term ("Term") of this Lease shall be for a period of one (1) year commencing on April 1, 2020, and ending on April 1, 2021. The Lessee shall have two (2) renewal options consisting of one (1) year each, which shall be consecutive to the Term and consecutive to each other. Lessee's option to renew may be exercised by Lessee's written notice to Lessor delivered not later than three (3) months and not sooner than six (6) months prior to the end of the preceding Term. Lessor reserves the right to waive in writing the necessity for Lessee's formal compliance with the notification deadlines set forth herein. This Lease may terminate at the sole option of either Lessor or Lessee upon written notice provided to the other within thirty (30) days.

3) **RENT.** The rent during the Term of this Lease as set forth herein, shall be one dollar (\$1.00) per year, payable in advance.

4) **NOTICES.** Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder or not, when deposited in the United States Mail, postage paid, certified or registered mail, return receipt requested, shall be addressed to the Lessor or Lessee at its respective address as set forth below or such other addresses as either party may hereinafter specify for itself to the other by written notice.

If to Lessor: City of Newnan, Georgia
Attn: City Manager
P. O. Box 1193
Newnan, Georgia 30264-1193

If to Lessee: Wholistic Stress Control Institute, Inc.
2545 Benjamin E. Mays Drive
Atlanta, Georgia 30311

5) **INDEMNIFICATION.** Lessee will indemnify the Lessor and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property arising from or out of Lessee's use of the Premises or any part thereof, but not to the extent caused by the negligent or intentional act or omission of Lessor. In case

Lessor shall be made a party to any litigation arising in any way or manner from this Lease commenced by or against the Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease or defending itself against said litigation.

To the extent provided by law, Lessor will indemnify the Lessee and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property arising from or out of Lessor's use of the Building (other than the Premises) or any part thereof, but not to the extent caused by the negligent or intentional act or omission of Lessee. In case Lessee shall be made a party to any litigation arising in any way or manner from this Lease commenced by or against the Lessor, then to the extent provided by law, Lessor shall protect and hold Lessee harmless and shall pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessee in enforcing the covenants and agreements in this Lease or defending itself against said litigation.

6) **INSURANCE.** Lessee shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work and activities performed at the Premises by Lessee's employees, volunteers, contractors and subcontractors. Lessor shall be covered as an additional insured under the general liability insurance policy and such insurance shall be primary with respect to the additional insured.

Lessee shall procure and maintain automobile liability insurance with not less than \$1,000,000 Bodily Injury and Property Damage combined single limit for any of the Lessee's vehicles, if any, utilized in connection with the Program (as defined in the MOU, as hereinafter defined). The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance: (1) Comprehensive Form, and (2) Owned, Hired, Leased and Non-owned vehicle to be covered. Lessor shall be covered as an additional insured under the automobile liability insurance policy, and such insurance shall be primary with respect to the additional insured. Lessee shall not be responsible for providing insurance for vehicles owned or operated by Lessor and its employees.

Lessor is a member of the Georgia Interlocal Risk Management Agency which provides coverage of the improvements, including, without limitation, all improvements now located in the Premises or that may be erected, expanded or modified in or on the Building, with customary exclusions for "all risk" policies. In the event Lessor changes coverage the insurance shall be carried by an insurance company authorized to transact business in the State of Georgia. The insurance generally shall be in an amount no less than one hundred percent (100%) of the replacement cost of any improvements in or on the Building but at Lessor's option a combination of insurance and capital outlay will suffice.

7) **USE OF PREMISES.** The Premises shall be used solely as office space used by staff to provide planning and administrative duties for the purpose of providing substance education to the youth of the City of Newnan and Coweta County, Georgia and pursuant to the Scope of Service attached hereto as Exhibit "B" and by reference made a part hereof. Lessee shall not discriminate based upon race, creed, color, religion, sex or national origin. Use of the auditorium by third parties, approved by the City Manager, or his/her designee, shall be coordinated between the City Manager or his/her designee and the Lessee during periods of time that the Lessee is not providing the activities described herein.

8) **RIGHT OF ENTRY.** The Lessor and its agents reserve the right to enter upon the leased premises to view the condition of the premises and buildings, but shall have no duty to do so.

9) **ASSIGNMENT AND SUBLEASING.** This Lease may not be assigned, nor Premises sublet, except to a wholly-owned subsidiary of Lessee, an affiliate of Lessee, or an entity controlled by, under control of, or in control with, Lessee.

10) **UTILITY BILLS.** Lessor shall pay all costs of water, sewer and electric service to the Premises and garbage collection. Lessee shall pay all costs of telephone, cable and internet services to the Premises.

11) **CONDITION OF PREMISES.** Lessee shall maintain the Premises in good order and repair and provide for all bathroom and kitchen supplies. No junked or abandoned vehicles, excessive number of vehicles, machinery or the like shall be stored or kept on the Premises by the Lessee.

12) **LESSOR'S MAINTENANCE OBLIGATIONS.** Lessor shall have full responsibility for all structural and system repairs, meaning all repairs, alterations, improvements or replacements to the Building's structural elements and systems that serve the entire Building and which are not the result of acts or omissions or willful misconduct of Lessee, its agents, contractors, or employees, or any breach by Lessee of any term, covenant or condition of this Lease to be performed or observed by Lessee (which repairs shall be the sole and exclusive responsibility of Lessee). By way of example, structural elements include interior supporting walls, foundations, exterior walls, and roof support systems, and systems include HVAC and plumbing systems.

13) **CASUALTY; CONDEMNATION.** In the event of any casualty or condemnation at or upon the Premises (or any portion thereof), this Lease may terminate at the sole option of either Lessor or Lessee upon written notice provided to the other within thirty (30) days following any casualty or notice of taking. Nothing herein shall give Lessor any interest in or preclude Lessee from seeking and recovering on its own account from the condemning authority any separate award of compensation attributable to the taking or purchase of Lessee's chattels or trade fixtures or attributable to Lessee's relocation expenses provided that any such separate claim by Lessee shall not reduce or adversely affect the amount of Lessor's award. If any such separate award made or compensation paid to Lessee specifically includes an award or amount for Lessor, Lessee shall promptly account therefor and pay the amount thereof to Lessor.

14) **ALTERATIONS.** The Lessee shall not make any alteration to the external elevation or architectural design of the Building or injure or remove any of the principal walls or timbers thereof without the written consent of Lessor.

15) **LIENS AND ENCUMBRANCES.** The Lessee shall not suffer the Premises or any erection or improvements thereon to become subject to any lien, charge or encumbrances whatsoever, and shall indemnify the Lessor against all such liens, charges and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance.

16) **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** The failure of either party to insist, in any one or more instances, upon strict performance of any of the covenants and conditions of this Lease shall not be deemed a waiver or relinquish for a future breach of any covenant or condition of this Lease.

17) **TERMINATION DUE TO LOSS OF NON-PROFIT STATUS.** Should Lessee lose its status as a non-profit organization as defined by Section 501(c) of the Internal Revenue Code as amended, Lessor may at its option immediately terminate this Lease and any renewal term thereof.

18) **DEFAULT.** In the event that Lessee shall default in the performance of any of the terms or provisions of this Lease and Lessee shall fail to cure such default within ten (10) days after receipt of written notice from Lessor thereof, or, in the event that such default is not susceptible of cure within a ten (10) day period, to commence to cure such default and proceed to cure it within a thirty (30) day period, then, an "Event of Default" shall exist hereunder. In the Event of Default, Lessor shall have the right at its election, then or at any time thereafter, in addition to any and all other remedies available to Lessor at law or in equity, to give Lessee written notice of Lessor's election to terminate this Lease on a date specified in such notice, in no event less than thirty (30) days from the date of such notice. This Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term of this Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

19) **DISPUTE RESOLUTION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Lease, or the breach thereof, other than an Event of Default by Lessee pursuant to Section 18, Lessor and Lessee shall each make commercially reasonable efforts to resolve or settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests attempt to reach a just and equitable solution satisfactory to both parties.

19) **SURRENDER.** At the termination of this Lease, the Lessee shall surrender the Premises and any additions thereto in such condition and repair as shall be in accordance with the covenants herein contained.

20) **INTERPRETATION.** This Lease shall be governed and interpreted in accordance with the laws of the State of Georgia. Jurisdiction and venue shall be in the Superior Court of Coweta County, Georgia.

21) **CONFLICT IN AGREEMENT.** If any conflict exists between the terms and conditions of this Lease and the terms and conditions of the MOU, then the terms and conditions of this Lease shall govern.

22) **ENTIRE AGREEMENT.** The Lease contains the entire agreement of the parties and no other agreements are effective. No amendment shall be effective unless in writing and signed by both parties.

23) **SEVERABILITY.** A determination by a court of competent jurisdiction that any provision of this Lease is unenforceable shall not invalidate the remainder of the Lease.

24) **LESSOR/LESSEE RELATIONSHIP.** It is the express intent of the parties that a Landlord/Tenant, or Lessor/Lessee, relationship is established by this Lease, that Lessee has a usufruct pursuant to this Lease, and that no estate for years or other estate shall pass out of Lessor as a result of this Lease. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the parties.

This Lease is executed in duplicate, each copy of which is to be construed as an original, and both parties acknowledge receipt of a copy.

IN WITNESS WHEREOF, the parties have hereunto set their hands and their seals on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

LESSOR:

THE CITY OF NEWNAN, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

LESSEE:

WHOLISTIC STRESS CONTROL INSTITUTE,
INC.

By: _____
Title: _____

Attest: _____
Title: _____

EXHIBIT B

SCOPE of SERVICES

Name of Copy: Wholistic Stress Control Institute, Inc.
Mailing Address: 2545 Benjamin E. Mays, Dr., SW
Atlanta, GA 30311
Phone: 404-755-0086
Date: January 22, 2020
Prepared By: Derrick Lewis, Associate Director and Tarita Johnson, Executive Director

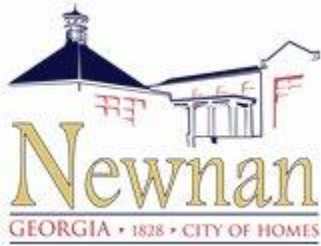
The Scope of Work is the official description of the work to be completed by Wholistic Stress Control Institute, Inc. for the sole purpose of performing administrative duties required to execute planning and programming to provide substance abuse prevention and education to the youth of the City of Newnan and Coweta County, Georgia. The outlined Scope of Services shall occur during the contractual lease agreement between THE CITY OF NEWNAN, GEORGIA, of the first part, hereinafter called "Lessor", and WHOLISTIC STRESS CONTROL INSTITUTE, INC., a Georgia non-profit corporation, of the other part, hereinafter called "Lessee." The specific Scope of Services shall include:

Outline of Scope of Services:

1. **Dates and Times:** Monday through Friday (Saturdays as needed).
2. **Office Hours:** 9:00am – 7:00pm
3. **Program Staff:** Two
4. **Activities Conducted in the Office Space:**
 - a. **Administrative Duties:** Answering the phone; returning phone calls; writing/typing reports; filing paperwork, checking emails and corresponding, making copies.
 - b. **Meetings:** Small group meetings consisting of three or less individuals to plan community events, meet with parent and/or student if unavailable to hold a meeting at the program site.
 - c. **Storage:** Staff computers/tablets; copier, staff desks and chairs; and filing cabinets.

NOTE: No youth programming, community programming or large group meetings will take place in the office space.

Sub-standard City of Newnan, Georgia - Mayor and Council



Date: February 11, 2020

Agenda Item: 68 Savannah 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 68 Savannah St.

Background: Owner: Walter Robinson & Margaret Bailey
Permits: None
Date Sub-Standard housing file was opened: April 5, 2009.

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

Previous inspections by Newnan Building Department have deemed the property to be unsafe. Information was presented to Council electronically concerning the condition of the above mentioned property on January 28, 2020.

Options:

1. Set Public Hearing Date for March 24, 2020.
2. Other direction from Council.

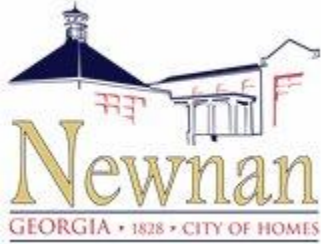
Funding: Not Applicable

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

Previous Discussions with Council:

January 28, 2020 - Council informed of conditions.

Sub-standard City of Newnan, Georgia - Mayor and Council



Date: February 11, 2020

Agenda Item: 62 Murray 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 62 Murray St.

Background: Owner: Hollywood 99 LLC
Permits: None
Date Sub-Standard housing file was opened: January 27, 2020.

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

Previous inspections by Newnan Building Department have deemed the property to be unsafe. Information was presented to Council electronically concerning the condition of the above mentioned property on January 28, 2020.

Options:

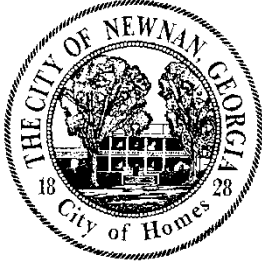
1. Set Public Hearing Date for March 24, 2020.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

January 28, 2020 - Council informed of conditions.



City of Newnan, Georgia - Mayor and Council

Date: February 3, 2020

Agenda Item: Consideration of Certain City-Sponsored Events to Exercise Ordinance Amendment to Chapter 3, Alcoholic Beverages

Prepared by: Abigail Strickland, Main Street Newnan Special Events Coordinator

Purpose: Newnan City Council may consider allowing for the possession and consumption of alcoholic beverages on public streets and sidewalks located within a defined location with the Downtown Development Authority District during the following events and in accordance with the Code of Ordinances of the City of Newnan, Chapter 3, Alcoholic Beverages:

- **Spring Art Walk – Friday, March 27, 2020**
- **Summer NewnaNights- Thursday, June 11, 2020, July 9, 2020, & August 13, 2020**
- **Summer Wined Up – Friday, June 19, 2020**
- **Fall Art Walk – Friday, September 18, 2020**
- **Oktoberfest Craft Beer Tasting – Friday, October 2, 2020**
- **Tucked Away Music Festival—Saturday, October 24, 2020**
- **Holiday Sip-and-See – Friday, November 20, 2020**

Background: In accordance with the amended Code of Ordinances, Chapter 3, Alcoholic Beverages, Section 3-27 (b), City Staff is providing a map of a defined location for the possession and consumption of alcoholic beverages beginning 30 minutes prior to the beginning of the event, during the event, and up to 30 minutes after the end of the event.

Funding: N/A

Recommendation: City Staff, on behalf of the Newnan Downtown Development Authority, recommends approval of the request to exercise the Code of Ordinances of the City of Newnan, Chapter 3, Alcoholic Beverages, as amended, to allow for the possession and consumption of alcoholic beverages on public streets and sidewalks during city-sponsored events in a defined location within the Downtown Development Authority District.

- A request to allow for possession and open consumption for city sponsored event series Summer NewnaNIGHTS on:
 - Thursday, June 11, 2020,
 - Thursday, July 9, 2020, &
 - Thursday, August 13, 2020in Greenville Street Park. (*Please see Attachment A*).
- A request to allow for possession and open consumption for city sponsored events:
 - Spring Art Walk – Friday, March 27, 2020
 - Summer Wined Up – Friday, June 19, 2020
 - Fall Art Walk – Friday, September 18, 2020
 - Oktoberfest Craft Beer Tasting – Friday, October 2, 2020
 - Tucked Away Music Festival—Saturday, October 24, 2020
 - Holiday Sip-and-See – Friday, November 20, 2020

In the area bounded by: Wesley St, Jefferson St, Madison St, Perry St, Spring St, Brown St, Madison St, Jackson St. (*Please see Attachment B*).

Attachments:

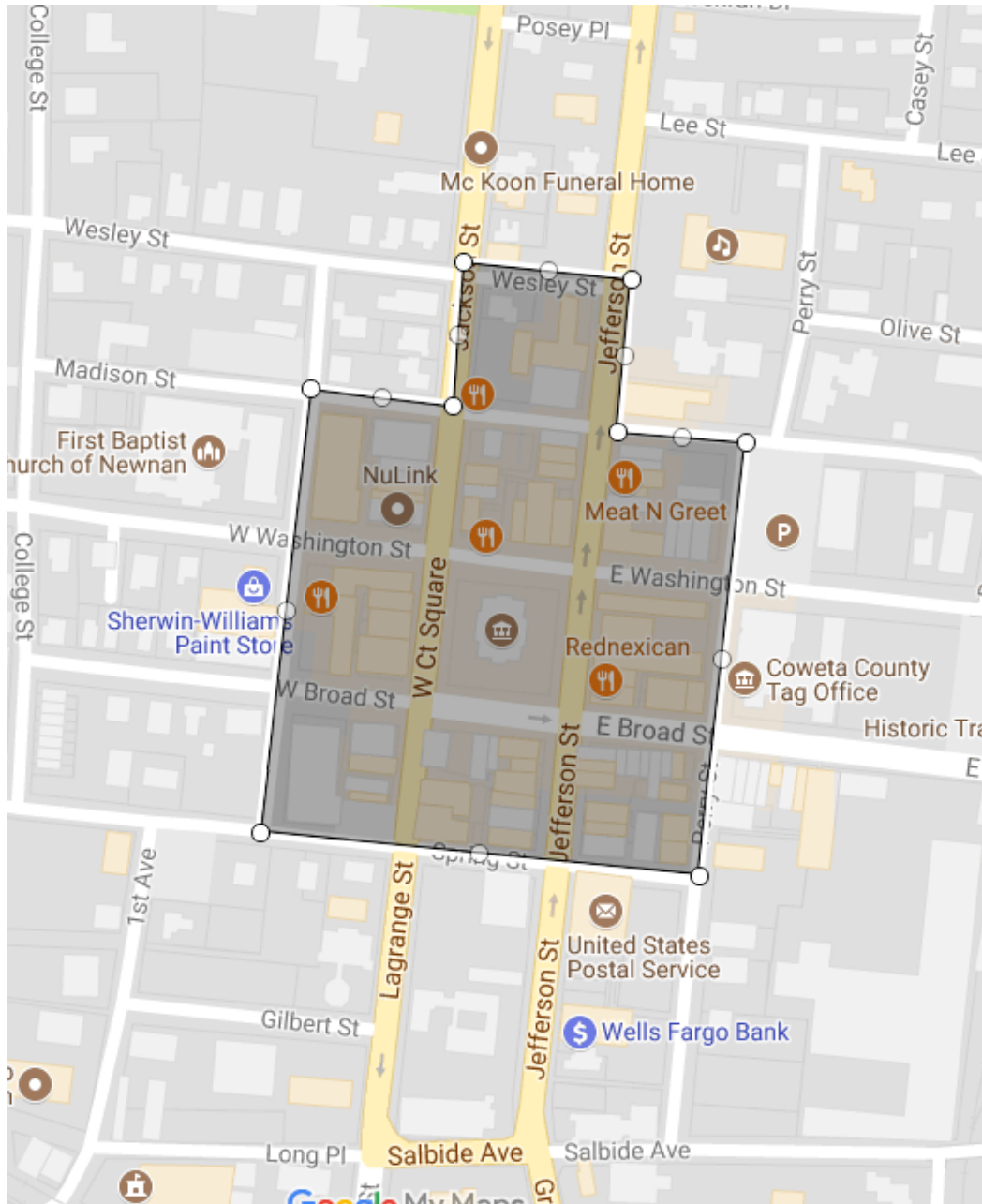
1. Proposed map for SummerNewnanights (Attachment A), and
2. Proposed map for all events within the current open container district (Attachment B).

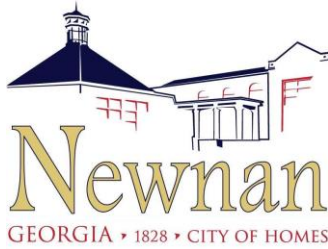
Previous Discussions with Council: Newnan City Council adopted an Ordinance to Amend Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Newnan, Georgia at the March 28, 2017 meeting.

Attachment A:



Attachment B:





Mr. Cleatus Phillips
City Manager
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

February 3, 2020

Dear Mr. Phillips,

Please accept this letter as a formal request to place the following agenda item on the Newnan City Council’s February 11, 2020 Meeting Agenda:

I. Permission to close streets for the following Main Street Newnan events:

• Spring Taste of Newnan – Thursday, April 16, 2020

Permission to close North and South Court Square, West and East Court Square, and West Washington Streets between 3:00pm and the close of the event.

• Fourth of July Parade – Saturday, July 4, 2020

The Parade will begin at Veteran’s Memorial Park along Temple Avenue at 9:00 am, travel south along Jackson/LaGrange Street, and will end at the intersection of LaGrange Street and Long Pl/Salbide Avenue. The event will conclude by 10:00 am.

• Sunrise on the Square 5K Road Race – Saturday, September 5, 2020

The 5K/10K Road Race will begin on W Washington St, and turn at Wesley to College, College to Hwy 34, to Carmichael Street where the route will loop through several quick turns: Atkinson St, Velma Drive, Lundy Drive, Sherwood Drive, Edgewood Drive and end on Roscoe Road. From Roscoe Road the route will travel south through Downtown Newnan on Jackson Street, toward the finish line on W Washington Street.

• Tucked Away Music Festival – Saturday, October 24, 2020

Permission to close Perry Street between Spring Street and E Broad and E Broad and E Washington Street from 11am-8pm. See Attachment A.

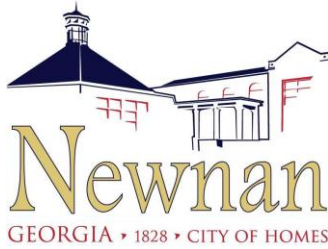


- **Holiday Sip & See –Friday, November 20, 2020**
Permission to close South Court Square between 3:00pm and the close of the event.

- **Santa on the Square – Friday, November 27, 2020**
Permission to close North Court Square between 5:00pm and the close of the event.

II. Permission to use downtown sidewalks for the following Main Street Newnan events:

- **Market Day**
1st Saturday of each month between April and December. The event takes place between 10:00am and 2:00pm. Sidewalks located on the interior portion of the Courthouse Square.
- **The Coweta County Farmer’s Market**
June 10, 2020 - October 14, 2020. The event takes place weekly on Wednesdays from 9:00am- 1:00pm. Sidewalks located along the interior portion of South Court Square.
- **Spring Art Walk – Friday, March 27, 2020**
Use of downtown sidewalks at various participating locations between 5:00pm and 9:00pm.
- **Taste of Newnan – Thursday, April 16, 2020**
Use of downtown sidewalks at various participating locations between 5:00pm and 9:00pm.
- **Summer Wined Up – Friday, June 19, 2020**
Use of downtown sidewalks at various participating locations between 5:00pm and 9:00pm.
- **Labor Day Sidewalk Sale—Friday, September 4th-Monday, September 7th, 2020**
Use of downtown sidewalks at various participating locations between 9:00am and 6:00pm.
- **Fall Art Walk – Friday, September 18, 2020**



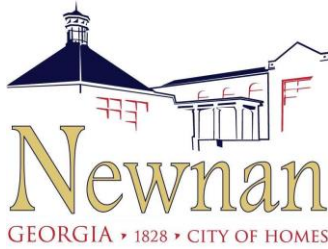
Use of downtown sidewalks at various participating locations between 5:00pm and 9:00pm.

- **Oktoberfest Craft Beer Tasting – Friday, October 2, 2020**
Use of downtown sidewalks at various participating locations between 5:00pm and 9:00pm.
- **Tucked Away Music Festival—Saturday, October 24, 2020**
Use of downtown sidewalks at various participating locations and around the Courthouse square between 2:00pm and 7:00pm.
- **Munchkin Masquerade (Downtown Trick or Treat) – Friday, October 30, 2020**
Use of downtown sidewalks during the event between 10:00am and 12:00pm.
- **Holiday Sip-and-See – Friday, November 20, 2020**
Use of downtown sidewalks at various participating locations between 5:00pm and 8:00pm
- **Santa on the Square—Friday, November 27, 2020**
Use of downtown sidewalks at various participating locations between 6:00pm and 8:00pm

III. Permission to utilize parking spaces or lots for the following Main Street Newnan events:

- **Taste of Newnan – Thursday, April 16, 2020**
Use of parking spaces located on the interior and exterior of the Courthouse Square.
- **Tucked Away Music Festival – Saturday, October 24, 2020**
Closure of O.C. Williams, Sr. Memorial Parking Lot between 12pm-7pm.

Please contact me if you require additional information.



Business Development Department
Abigail Strickland, Main Street Special Events Coordinator

Thank you for your continued support of the Business Development Department and the Main Street Newnan program.

Best Regards,

Abigail Strickland

Special Events Coordinator

City of Newnan

770-253-8283 (x1)

678-943-0334 (cell)

Astrickland@cityofnewnan.org

Main Street Newnan

Business Development Department

6 First Avenue

Newnan, Georgia 30263

www.mainstreetnewnan.com



City of Newnan, Georgia - Mayor and Council

Date: February 11, 2020

Agenda Item: Surplus Property Declaration and Disposition of Real Property, Capital Assets and Controlled Assets

Prepared By: Ronda Helton, City Manager's Office

Purpose: To obtain Council approval of the disposal of the City's surplus and/or obsolete property per inventory schedule attached.

Background: Surplus inventory items submitted by various departments as well as three small strips of real estate along Rowe Street. The strips of real estate are of no value.

Funding: N/A

Recommendation: Staff recommends that Council declare as surplus the equipment listed on the attached Surplus Property Schedule, and the three small strips of real estate (survey attached) and grant authorization for the disposal of such.

Previous Discussion with Council: N/A

<u>Asset Tag</u>	<u>Asset Description</u>	<u>Serial/Vin/Model</u>	<u>Disposal Method</u>
	Galls Street Thunder	10821404	Held For Sale
	D Watch Guard Sightline Camera	CAM5-006211	Electronic Recycle
	Watch Guard Charger	RX090401825	Electronic Recycle
	Watch Guard Charger	RX100209474	Electronic Recycle
	Watch Guard Charger	RX0903301017	Electronic Recycle
	Watch Guard Charger	RX100209466	Electronic Recycle
	Watch Guard Charger	RX090300374	Electronic Recycle
	Watch Guard Charger	RX090300441	Electronic Recycle
	Watch Guard Charger	RX090300380	Electronic Recycle
	Watch Guard Charger	RX090300041	Electronic Recycle
	Watch Guard Charger	RX090300434	Electronic Recycle
	Watch Guard Charger	LRTB022135	Electronic Recycle
	Watch Guard Charger	LRTB022196	Electronic Recycle
	Watch Guard Charger	LRTB022137	Electronic Recycle
	Watch Guard Charger	LRTB022134	Electronic Recycle
100127	Watch Guard DV1D Overhead	DV10125297	Electronic Recycle
200460	Watch Guard Combo Camera	CAMF460643	Electronic Recycle
102434	Watch Guard 4RE DVR	DVR2012206	Electronic Recycle
102463	Watch Guard 4RE DVR	DVR012240	Electronic Recycle
102562	Watch Guard 4RE DVR	DVR011348	Electronic Recycle
	D Watch Guard Sightline Camera	CAM5003474	Electronic Recycle
	Watch Guard Charger & Mic	LRT002476	Electronic Recycle
	Watch Guard Charger & Mic	LRT10026581	Electronic Recycle
	Watch Guard 4 RE Display	DIS002568	Electronic Recycle
	HP Printer	CN8K67655	Electronic Recycle
	HP Printer	CNFR322102	Electronic Recycle
	Sony Camcorder	379564	Electronic Recycle
	Epson Printer	SEDY520515	Electronic Recycle
	Fijitsu Laptop	R6X07238	Electronic Recycle
	HP Printer - Dispatch		Electronic Recycle
	Dell Monitor	LNOCU8897161883D	Electronic Recycle
101675	Dell Laptop	PL1329604	Electronic Recycle
	Dell Monitor 15" or 17"		Electronic Recycle
101652	Planar Monitor	8L1417TY6013397	Electronic Recycle
	NEC Projector	2400028NU	Electronic Recycle
	Dell Monitor 14"		Electronic Recycle
	Dell Laptop	2ZTDP51	Electronic Recycle
	Acer Monitor	ETLK60C01312286214	Electronic Recycle
101623	HP Printer	VNB3684945	Electronic Recycle
	HP Laptop		Electronic Recycle
101453	Dell PC		Electronic Recycle
101220	Dell PC	379564	Electronic Recycle
	5 Boxes of Computer tape drives		Electronic Recycle
101452	Dell PC	DC4DGQ1	Electronic Recycle
100776	Dell PC	DV7ZXF1	Electronic Recycle
	TV 70" Sharp Aquas	403828146	Electronic Recycle

101455 Dell PC	DC3MGQ1	Electronic Recycle
103577 Yune Typhoon H Drone	YU16530660B08A01	Held for Sale
Dell PC	65499684	Electronic Recycle
Dell Monitor	1701FP	Electronic Recycle
1 Axle Red Trailer		Dispose - Outdated
101790 Partiton		Electronic Recycle
Console Center		Dispose - Outdated
Galls Siren Speaker		Electronic Recycle
Galls Siren Control	40720250	Electronic Recycle
Rhino Bumper Guard		Dispose - Outdated
Gamber Johnson Stand		Dispose - Outdated
Code 3 light bar		Dispose - Outdated
AirGain Antenna		Dispose - Outdated
100770 Kenwood Car Radio	91100446	Electronic Recycle
Spot Light		Dispose - Outdated
Dell PC	65499684	Electronic Recycle
Dell Monitor	1701FP	Electronic Recycle
200043 HP Design Jet	SG2A114005	Electronic Recycle
100138 Averatec Laptop	NW03CE060400673	Electronic Recycle
101357 Dell Laptop	DQLWWL1	Electronic Recycle
Fujitzu Laptop	R6X08751	Electronic Recycle
101579 Apple Ipad	DN6G4ZX9DFHY	Electronic Recycle
Netgear Switch	39Y23855000DE	Electronic Recycle
1960 Fujitizu Laptop	R6X08694	Electronic Recycle
101576 Dell Workstation	6Y0NWR1	Electronic Recycle
102291 Asus Workstation	D7PFCG0006YH	Electronic Recycle
101664 Dell Workstation	J741NS1	Electronic Recycle
101641 Dell Workstation	G618KS1	Electronic Recycle
102917 Asus Workstation	F1PFCG000N34	Electronic Recycle
100157 Custom workstation		Electronic Recycle
Dell Workstation	3M1FTB1	Electronic Recycle
102701 Asus Workstation	E8PFCG000037	Electronic Recycle
102290 Asus Workstation	D7PFCG000703	Electronic Recycle
Dell Monitor	1905FP	Electronic Recycle
Dell Monitor	2208WFPT	Electronic Recycle
Dell Monitor	E190SF	Electronic Recycle
Dell Monitor	1704SF	Electronic Recycle
Dell Monitor	1905FP	Electronic Recycle
Dell Monitor	2209WAF	Electronic Recycle
Dell Monitor	E207WFPC	Electronic Recycle
Dell Monitor	E228WFPC	Electronic Recycle
Dell Monitor	1905FP	Electronic Recycle
AOC Monitor	230LM00023	Electronic Recycle
AOC Monitor	215LM00036	Electronic Recycle
AOC Monitor	215LM00036	Electronic Recycle
Dell Monitor	E2011HC	Electronic Recycle
Sharp 70" TV	409817338	Electronic Recycle

	Asus Workstation	D7PFC0006zN	Electronic Recycle
	HP Workstation	2UA2382N7	Electronic Recycle
	Asus Workstation	E4PFCG00031M	Electronic Recycle
	Asus Workstation	E8PFCG000D2W	Electronic Recycle
	Dell Workstation	DLHQHS1	Electronic Recycle
	Asus Workstation	E3PFCG00018E	Electronic Recycle
	Dell Workstation	GY0LWR1	Electronic Recycle
	Dell Workstation	3BYZND1	Electronic Recycle
101333	canon powershot camera		Electronic Recycle
	canon powershot camera		Electronic Recycle
101807	Elmo Printer		Electronic Recycle
	Projector Mount		Electronic Recycle
	Projector screen		Electronic Recycle
	Projector screen		Electronic Recycle
	Panasonic DVD Player	VA9FC008421	Electronic Recycle
	Optoma DLP Projector	H1P1D31HH6U209290	Electronic Recycle
	Optoma DLP Projector	H1P1D31HH6U209290	Electronic Recycle
101582	Decatur Electronic Box	G2S 32102	Electronic Recycle
	Decatur Radar Antenna	G2SKA32948	Electronic Recycle
	Bumper Guard		Electronic Recycle
	Kenwood Car Radio	BQC00429	Electronic Recycle
	Whelen Siren box		Electronic Recycle
	Light Control box		Electronic Recycle
	Decatur Electronic Box		Electronic Recycle
	Decatur Radar Antenna	GK18895	Electronic Recycle
	Decatur Radar Antenna	GK2382	Electronic Recycle
	AirGain Antenna		Electronic Recycle
	Galls Siren Speaker		Electronic Recycle
	Kenwood Car Radio	91000579	Electronic Recycle
	Bumper Guard		Electronic Recycle
	Decatur Electronic Box	G2s32058	Electronic Recycle
	Decatur Radar Antenna	G2SKA32957	Electronic Recycle
	Decatur Radar Antenna	G2SKA32968	Electronic Recycle
	AirGain Antenna		Electronic Recycle
	Set of 2 small lights		Electronic Recycle
	Kenwood radio equipment		Electronic Recycle
	Siren Speaker anmd Siren Box		Electronic Recycle
	Lihgt Control box		Electronic Recycle
	Gamer Johnson Stand		Electronic Recycle
	Partition windo bars		Electronic Recycle
	Galls Siren Speaker		Electronic Recycle
	Whelen in car siren box		Electronic Recycle
	Light Bar		Electronic Recycle
	Light Control box		Electronic Recycle
	Kenwoodn incar radio		Electronic Recycle
	Spot Light		Electronic Recycle
200712	Cadillac Escalade	1GYS3BEF6ER171681	Insurance Claim

200384	2003 Ford Crown Vic	2FAFP71W63X225066	Too costly to repair
200506	2011 Ford Crown Vic	2FABP7BV4BX148216	Too costly to repair
200013	2008 Dodge Charger	2B3KA43GX8H252062	Too costly to repair
200439	2007 Chevy Impala	2G1WS55R279367998	Too costly to repair
100294	Printer		Not Useable
100216	Filing cabinet		Not Useable
10360	Chair		Not Useable
10329	Chair		Not Useable
10390	Chair		Not Useable
100328	Chair		Not Useable
100160	Desk Parts / Cubicle Parts		Not Useable
100197	Desk Parts / Cubicle Parts		Not Useable
100392	Desk Parts / Cubicle Parts		Not Useable
100202	Desk Parts / Cubicle Parts		Not Useable
100228	Desk Parts / Cubicle Parts		Not Useable
100211	Desk Parts / Cubicle Parts		Not Useable
100281	Desk Parts / Cubicle Parts		Not Useable
100229	Desk Parts / Cubicle Parts		Not Useable
10223	Desk Parts / Cubicle Parts		Not Useable
10222	Desk Parts / Cubicle Parts		Not Useable
100198	Desk Parts / Cubicle Parts		Not Useable
200057	2001 Chevy Silverado	1GCEK14V91Z259742	Too costly to repair
200120	2000 Ford F 150	3FTZF1721YMA61059	Too costly to repair
200218	2003 Ford F 150	1FTRF18W53NB45997	Too costly to repair
200215	Alamo Boom Mower	1549 MB21	Too costly to repair
200616	Carry All - Club Car	5J5LC22BFA598785	too costly to maintain
101819	12V Jump Starter		Not Useable
200203	1999 Tenent sweeper	HAWL 1057	Obsolete
200058	2001 Chevy Silverado	1GCEKV81Z259893	Too costly to repair
200483	Chevy Impala	2G1W557M091310170	Too costly to repair
200615	Nissan Pathfinder	5N1AR18U56C641798	Too costly to maintain
	Glock	BACN042 - GEN17	Transfer to Retiree
100017	Executive Chair		Disposal
100010	Open Air Chair		Disposal
100020	Executive Chair		Disposal
100028	Open Air Chair		Disposal
100022	Executive Chair		Disposal
100014	Open Air Chair		Disposal
100019	Executive Chair		Disposal
100023	Executive Chair		Disposal
100018	Executive Chair		Disposal
100021	Executive Chair		Disposal
100030	Open Air Chair		Disposal
101413	DataRadio Gemini G 3 Modem	498556	Electronic Recycle
101408	DataRadio Gemini G 3 Modem	498554	Electronic Recycle
101409	DataRadio Gemini G 3 Modem	498552	Electronic Recycle
101410	DataRadio Gemini G 3 Modem	498555	Electronic Recycle

101411 DataRadio Gemini G 3 Modem
101414 DataRadio Gemini G 3 Modem
103402 DataRadio Gemini G 3 Modem
200096 John Deere Backhoe
N09 0001 024 Rowe St Parcel
N09 0001 023 Rowe St Parcel
N09 0001 022 Rowe St Parcel

498553 Electronic Recycle
498558 Electronic Recycle
836523 Electronic Recycle
T0300DA789930 Sale or Trade - depending
Sale for Survey Cost
Sale for Survey Cost
Sale for Survey Cost

8308705289
 PARTICIPANT ID
BK:98 PG:211-211
P202000039

FILED IN OFFICE
 CLERK OF COURT
 01/30/2020 09:34 AM
 CINDY BROWN, CLERK
 SUPERIOR COURT
 COWETA COUNTY, GA

Cindy B. Brown

SURVEY DATA
 Lot 7 Area: 0.080 Acres
 Lot 8 Area: 0.0739 Acres
 Lot 9 Area: 0.159 Acres
 E.O.C. Plat (Total Area): 1' in 17,950 FEET
 E.O.C. Field: 1' in 24,583 FEET
 Angular Error: 2" per angle point
 Adjusted By: Compass Rule

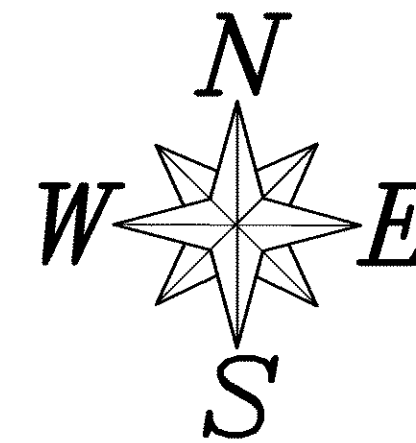
Equipment Used:
 Geomax Zoom 40 Direct Total Station

REFERENCES:
 1. Deed Book 37, Page 564
 2. Plat Book Plat By: W.W. Flowers RLS #1975
 for City of Newnan, Georgia (Melson Street
 Project) dated: February 27, 1982.

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Chris W. Robertson 01-30-2020
 CHRIS W. ROBERTSON GA RLS #3195 DATE:



RECORD NORTH
 PER REF. PLAT #2

THE PURPOSE OF THIS SURVEY & PLAT IS TO
 RETRACE THE BOUNDARY OF LOTS 7, 8 & 9, (MELSON
 STREET PROJECT) P.B.30, PG.141, BEING PORTIONS OF
 LOTS 13 & 14 (L.R. RAY SUBDIVISION) D.B.37, PG.564.

GENERAL NOTES:
 1. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

2. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

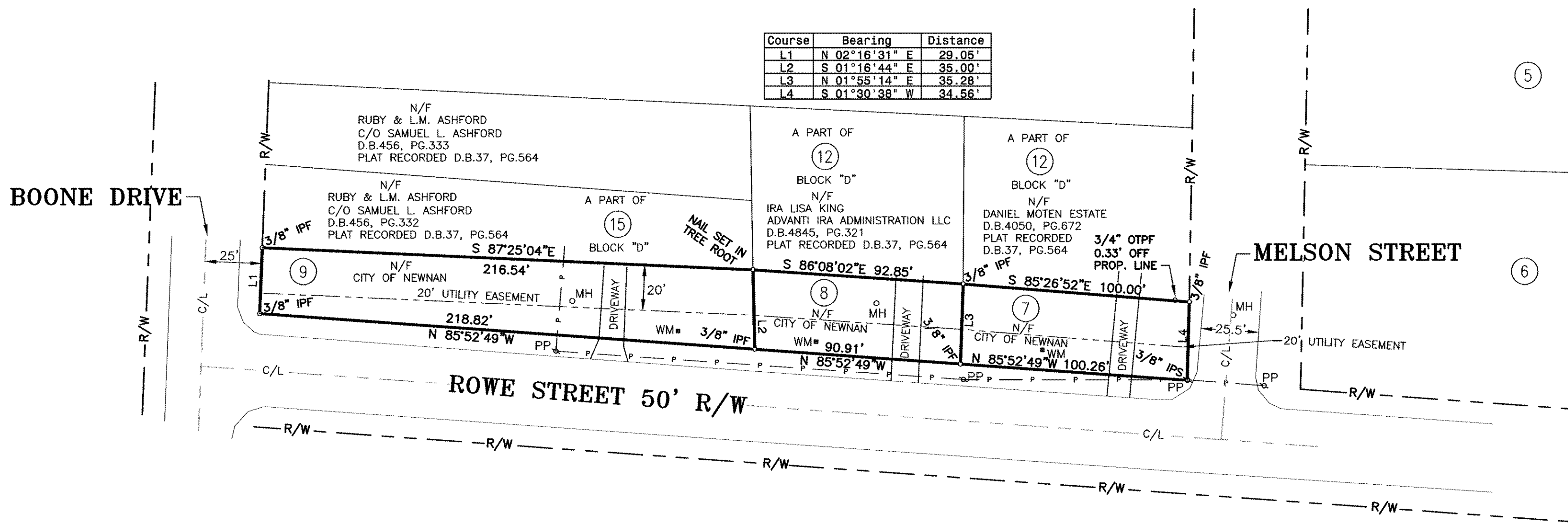
3. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE TITLE BLOCK AND OR THE CERTIFICATION. ANY USE BY OTHER PARTIES NOT NAMED IS AT THEIR OWN RISK.

4. THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL IN CONTRASTING INK.

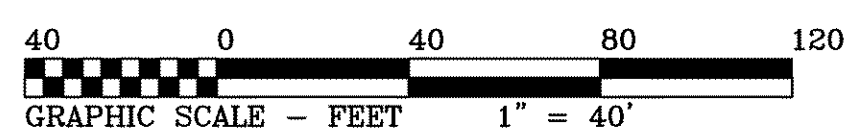
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE; THEREFORE, THE UNDERSIGNED AND CHRISTOPHER BROTHERS LAND SURVEYING, LLC, MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS.

LEGEND

- L.L. = LAND LOT
- a.k.a. = ALSO KNOWN AS
- f.k.a. = FORMERLY KNOWN AS
- B/L = BUILDING LINE
- R/W = RIGHT-OF-WAY
- N/F = NOW OR FORMERLY
- [] = ADDRESS
- PP = POWER POLE
- P-P-P = OVERHEAD POWER LINE
- X-X-X = FENCE
- S-S-S = SANITARY SEWER LINE
- SSMH = SANITARY SEWER MANHOLE
- S.S.E. = SANITARY SEWER EASEMENT
- S.S.L. = SANITARY SEWER LATERAL
- W-W-W = WATER LINE
- WM = WATER METER
- WV = WATER VALVE
- FH = FIRE HYDRANT
- O.C.S. = OUTLET CONTROL STRUCTURE
- CMP = CORRUGATED METAL PIPE
- RCP = REINFORCED CONCRETE PIPE
- D.W.C.B. = DOUBLE WING CATCH BASIN
- S.W.C.B. = SINGLE WING CATCH BASIN
- D.I. = DROP INLET
- J.B. = JUNCTION BOX
- H.W. = HEADWALL
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- A.C. = AIRCONDITIONING UNIT
- sq. ft. = SQUARE FEET
- IPF = IRON RE-BAR FOUND
- IPS = IRON PIN SET (1/2" RE-BAR)
- CMF = CONCRETE MONUMENT FOUND
- BTB = BACK OF CURB TO BACK OF CURB
- M.F.F.E. = MINIMUM FINISHED FLOOR ELEVATION
- HAG = HIGHEST ADJACENT GRADE
- LAG = LOWEST ADJACENT GRADE
- B.F.E. = BASE FLOOD ELEVATION
- P.B. = PLAT BOOK
- D.B. = DEED BOOK
- F/P = FIREPLACE



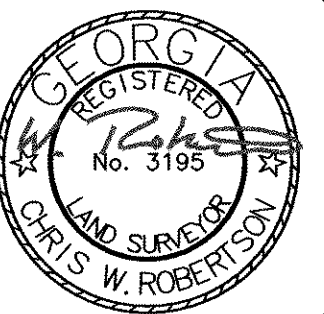
Course	Bearing	Distance
L1	N 02°16'31" E	29.05'
L2	S 01°16'44" E	35.00'
L3	N 01°55'14" E	35.28'
L4	S 01°30'38" W	34.56'



REVISIONS:

RETRACEMENT BOUNDARY
 SURVEY FOR: CITY OF NEWNAN
 LOCATED IN LAND LOT 26, LAND DISTRICT 5,
 CITY OF NEWNAN, COWETA COUNTY, GEORGIA

Christopher Brothers
 LAND SURVEYING, LLC
 24 JACKSON STREET
 NEWNAN, GEORGIA 30263
 (770)253-5195
 LSF #32
 chrisbro@numail.org
 www.christophersurveying.com



DRAWING DATE:
 01/30/2020
 LAST FIELD WORK DATE:
 12/23/2019
 DISK:
 JANUARY-2020
 DRAWING: #CF=82113
 #SF=82113-CON
 SCALE:
 1" = 40'
 DRAWN BY:
 BLG

APPLICATION FOR ALCOHOL BEVERAGE LICENSE PERMITTED LOCATION

Name: **KEELEY-KIRBY EVENTS, LLC dba SOMETHING SPECIAL AT LILLIAN GARDENS**

Licensee: **Ashley Keeley-Bercich**

License Representative: **N/A**

Type License: **EVENT VENUE WITH IN-HOUSE CATERING (beer & wine)**

Location: **83 GREENVILLE STREET**

TO THE CITY COUNCIL: REASON – ADDING ON PREMISE BEER & WINE TO EXISTING PERMITTED LOCATION LICENSE

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

(7) A publisher's affidavit (has not) been filed showing the notice requirement (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 file prior to hearing

Respectfully submitted,

Della Hill
City Clerk

APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **LEONARDO'S RESTAURANT INC D/B/A GRAYSON'S STEAK & SEAFOOD**

Licensee: **Leonard F Guillaume**

License Representative: **Jacob D. Harrison**

Type License: **Retail ON Premise (Pouring) Sales of distilled spirits, Malt Beverages & Wine**

Location: **91 MILLARD FARMER IND BLVD**

TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

(7) A publisher's affidavit (has not) been filed showing the notice requirement (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 prior to hearing

Respectfully submitted,

Della Hill
City Clerk

APPLICATION FOR ALCOHOL BEVERAGE LICENSE TRANSFER

Name: **FROM; RAINA SINGH, LLC**
TO: JSR LLC D/B/A MOBIL FOOD MART

Licensee: **From: Raina K. Adarsh**
To: Dilraj Kaur
License Representative: N/A

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

Location: **10 THE CRESENT**

TO THE CITY COUNCIL: REASON – NEW OWNER

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

(7) A publisher's affidavit (has not) been filed showing the notice requirement (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 file prior to hearing

Respectfully submitted,

Della Hill
City Clerk

APPLICATION FOR ALCOHOL BEVERAGE LICENSE TRANSFER LICENSE REPRESENTATIVE

Name: **LITTLE GIANT FARMERS MARKET**

Licensee: **Jackson Mitchell**

License Representative: **From: Michael D. Hayes**
To: James L. Funk

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

Location: **487 Jackson Street**

TO THE CITY COUNCIL: REASON – Personnel

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

Application - Beverage License

Page 2

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

If not, reasons _____

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

If not, reasons _____

(7) A publisher's affidavit (has not) been filed showing the notice requirement (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 file prior to hearing

Respectfully submitted,

Della Hill
City Clerk

APPLICATION FOR ALCOHOL BEVERAGE LICENSE TRANSFER OWNER AND LICENSEE

Name: **VALLARTA GRILL**

Licensee: From: **Juan Acosta**
To: **Mario Lopez**

License Representative: **N/A**

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

Location: **45 Newnan Station Dr. Ste C**

TO THE CITY COUNCIL: REASON – NEW owner

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

If incomplete, reasons _____

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

If not, reasons _____

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

If not, reasons _____

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

If not, reasons _____

Application - Beverage License

Page 2

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

If not, reasons _____

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

If not, reasons _____

(7) A publisher's affidavit (has not) been filed showing the notice requirement (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 transfer

Respectfully submitted,

Della Hill
City Clerk



City of Newnan, Georgia - Mayor and Council

Date: February 11, 2020

Agenda Item: 2nd Public Hearing for Minor Amendment to the Capital Improvements Element (CIE) and Short-Term Work Program (STWP)

Prepared By: Chris Cole, Planning and Zoning Department

Purpose: To inform the public that the City has produced a minor amendment to the Capital Improvements Element (CIE) and Short-Term Work Program (STWP) portions of its 2016 Comprehensive Plan, to welcome community input on any issues related to these documents, and to ask the Council to adopt the minor amendment.

Background: The Georgia Development Impact Fee Act (GDIFA) was enacted into law in 1990. It sets rules for local governments that wish to charge new development for a portion of the additional capital facilities needed to serve it. Under GDIFA, local governments may impose exactions on developers to help finance the expansion of their infrastructure systems only through an impact fee system and only for the specific types of facilities and infrastructure listed in the law.

All local governments that utilize an impact fee system under the GDIFA must include CIEs in their comprehensive plans and update the CIE portion of their plan annually. The STWP is included as a part of the CIE.

At this time, the City is presenting the amended 2019 CIE/STWP in advance of the upcoming 2020 Community Development Block Grant (CDBG) application. Per the minimum standards of the planning process, all local governments must hold two public hearings prior to amending the CIE/STWP. The first public hearing was held on January 14, 2020. This second public hearing will satisfy the standards by allowing the public to review the change and subsequently asking the Council adopt the amendment.

Funding: N/A

Recommendation: N/A

Previous Discussion with Council: January 14, 2020

The seal of the City of Newnan, Georgia, is a circular emblem. It features a central illustration of a large, leafy tree in front of a building with a prominent steeple. The text "THE CITY OF NEWNAN, GEORGIA" is arched across the top, and "18 City of Homes 28" is arched across the bottom. The seal is rendered in a light gray, semi-transparent style.

Comprehensive Plan 2016-2036

**Capital Improvements Element
with Short-Term Work Program
Amended 2019 Update**



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Amended 2019 Update

I. Introduction

The Georgia Development Impact Fee Act (GDIFA) requires all jurisdictions that levy impact fees to include a Capital Improvements Element (CIE) within the Community Agenda portion of their comprehensive plan. Furthermore, GDIFA requires those jurisdictions that prepare a CIE for their comprehensive plan to update it annually. An annual CIE update includes three components:

1. An annual update to the Short-Term Work Program (STWP) that covers a five-year period, which includes the current year plus the next four years.
2. An annual report on impact fee finances.
3. An updated list of all CIE projects that receive funding from impact fees, which covers the same five-year period as the STWP.

Amended 2019 Update

II. Short-Term Work Program (STWP) Updates and Long-Term and Ongoing Activities

Whether or not a jurisdiction is required to have a CIE in their comprehensive plan they must have a STWP, as required by the Georgia Planning Act. This is necessary to maintain Qualified Local Government (QLG) status. The STWP is a key implementation tool, which reflects those activities and strategies the local government has chosen to undertake in the current five-year period (2019-2023). The City of Newnan has chosen to also provide a long-term and ongoing activities table for reference. Added items are in **RED**.

IMPROVEMENTS STWP ADDENDUM						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Replacement of stacked rock culverts at Savannah and Pinson Street	2020	2022	\$500,000	None	CDBG, SPLOST 19	Public Works
Rehabilitate and/or Reconstruction of substandard and dilapidated housing units within Chalk Level area	2020	2022	\$500,000	None	CDBG, CHIP, NSP, local homeowner funds	Planning & Zoning
Develop LINC trail system (Phases 1-4)	2017	2021	\$10,035,800	\$3,800,000	SPLOST 13, Impact Fees, General Fund	City Manager
Improvements to Lower Fayetteville Road (PE Phase I Scoping)	2019	2021	\$625,000	\$0	Federal Share is \$500,000, Match Amount is \$125,000 (SPLOST 13)	Engineering
Implement gateway signage master plan and install signage in phases	2014	2019	\$250,000	\$0	SPLOST 13	Business Development, Beautification
Build Fire Station #4	2014	2019	\$3,073,797	\$1,500,000	SPLOST 13, Impact Fees	City Manager
Improvements to City Hall	2014	2019	\$91,500	\$0	SPLOST 07	City Manager
Construct McIntosh Parkway	2014	2019	\$7,173,000	\$2,000,000	Impact Fees, SPLOST 07, SPLOST 13, GTIB Grant	Engineering
Jackson/Jefferson/Clark/Bullsboro segment traffic study	2015	2019	\$75,000	\$0	LCI, SPLOST 13, Match Amount is \$18,750	Engineering
Jackson Street (North) from Elm Street to Clark Street	2018	2019	\$355,350	\$0	TBD, City, Match Amount is \$71,070	Engineering

CITY OF NEWNAN | Annual STWP-CIE

Amended 2019 Update

E. Washington Street from Farmer Street to Perry Street	2019	2020	\$1,234,170	\$0	LCI, City, Match Amount is \$246,834	City
Andrew Street Extension from Augusta Drive to E. Broad Street	2018	2021	\$4,549,000	\$2,500,000	Impact Fees, City	City
E. Broad/Farmer Signal	2016	2019	\$130,000	\$0	SPLOST 13	City
Intelligent traffic operations	2016	2019	\$200,000	\$0	SPLOST 13	Engineering
Obtain light duty response truck	2018	2020	\$200,000	\$200,000	Impact Fees	Fire
Work with the Historical Society to develop an educational program extolling the benefits of historic preservation and historic tourism	2014	2019	Staff Time, Other materials	\$0	City, Historical Society, Hotel/Motel Tax, Grants (Shares Unknown)	Historical Society, Convention & Visitors Bureau, PIO, Business Development
Obtain National Register District designation for Chalk Level Neighborhood	2013	2020	\$2,000	\$0	NURA	NURA, Planning & Zoning
Continue Neighborhood Stabilization Program (NSP III)	2011	2020	\$100,000	\$0	Neighborhood Stabilization Program Grant	Planning & Zoning, Housing Authority
Continue Neighborhood Stabilization Program (NSP I)	2013	2020	\$100,000	\$0	NSP Revenue, NSP Grant	Planning & Zoning, Housing Authority, Habitat for Humanity
Sidewalks along Greison Trail	2014	2021	\$800,000	\$0	SPLOST 19	Public Works
Sidewalks along Sprayberry Road	2014	2020	\$278,000	\$0	SPLOST 19	Public Works

Source: City of Newnan

Note: Building, Planning & Zoning, Public Works, Beautification, Information Technology, Police, Fire, Engineering, Business Development refer to those respective departments of the City of Newnan. County refers to Coweta County. Acronyms used refer to: RC- Three Rivers Regional Commission, ARC- Atlanta Regional Commission, GRTA- Georgia Regional Transportation Authority, PIO- Public Information Officer, NURA- Newnan Urban Redevelopment Agency, UWG – University of West Georgia, NCAC – Newnan Cultural Arts Commission, NH – Newnan Hospital. Other groups referenced, like the Historical Society, represent those organizations servicing either Newnan or Coweta County as a whole.

CITY OF NEWNAN | Annual STWP-CIE

Amended 2019 Update

IMPROVEMENTS STWP ADDENDUM LONG-TERM, INDEFINITE, AND CONTINUOUS ACTIVITIES*						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Develop LINC trail system	2017	2027	\$27,847,026.90	\$3,800,000	Impact Fees, City, County	City Manager
Improvements to Lower Fayetteville Road	2017	2028	\$67,560,000	\$2,500,000	Impact Fees, City, FHWA	Engineering
Acquire a heavy duty vehicle for fire department	2024	2024	\$550,000	\$550,000	Impact Fees	Fire
Acquire a heavy duty vehicle for fire department	2026	2026	\$600,000	\$600,000	Impact Fees	Fire
Acquire a heavy duty vehicle for fire department	2030	2030	\$650,000	\$650,000	Impact Fees	Fire

Source: City of Newnan

Note: Beautification, Fire, Engineering refer to those respective departments of the City of Newnan.

*Long-Term means any activity that is to begin in or more than five years (2024) from the current year (2019). All activities that have an indefinite or continuous end date, but a known start date prior to 2024, are included here to have the STWP represent only activities with known start end dates. Also, it is conceivable that many of the activities with unknown end dates are or may become permanently ongoing activities.

Amended 2019 Update

III. Impact Fee Financial Report Updates

The purpose of annually reporting on the financial state of impact fees is to provide an overview of impact fees collected and spent by category of public facility and service area. As seen below, there is a report for 2018, which is the last completed year.

ANNUAL FINANCIAL REPORT FOR 2018					
Public Facility Type	Parks and Recreation	Fire Services	Police Protection	Roads, Streets, and Bridges	Total
Service Area	City of Newnan	City of Newnan	City of Newnan	City of Newnan	
Beginning Impact Fee Fund Balance	\$1,923,147.17	\$455,089.94	\$1.92	\$94,378.15	\$2,472,617.18
Impact Fees Collected	\$553,388.82	\$245,301.29	\$0	\$131,992.57	\$930,682.68
Accrued Interest	\$3,418.80	\$1,324.34	\$0	\$243.08	\$4,986.22
Project Expenditures	\$2,335,837.09	\$260,633.61	\$0	\$173,767.48	\$2,770,238.18
Impact Fee Refunds	\$0	\$0	\$0	\$0	\$0
Ending Impact Fee Fund Balance	\$144,117.70	\$441,080.96	\$1.92	\$52,846.32	\$638,047.90
Impact Fees Encumbered	\$0	\$0	\$0	\$0	\$0

Source: City of Newnan Finance Department – Fund 375 Impact Fees

Administrative Fees

Three percent of each impact fee is added to the final amount as an administrative fee. This portion of the impact fee pays for banking fees to maintain the impact fee account and helps fund the salaries of the administrator who collects the impact fees and other staff members of the Planning and Zoning Department who update the CIE, prepare financial reports, and other related activities. For 2018, the only costs associated with implementation were banking fees and the salaries of those various employees. The amount collected in administrative fees was \$25,638.68.

Amended 2019 Update

IV. Capital Improvements Element (CIE) Project Updates

A capital improvement is an improvement that increases the service capacity of a public facility and has a useful life of ten or more years due to new construction or some other action. The CIE projects tables below show all planned capital improvements with expected completion dates within the current five-year period. Added items are in **RED**.

Capital Improvements Projects: Parks and Recreation

Newnan		Capital Improvements Projects - 2019					
Public Facility		Parks and Recreation					
Service Area		City Limits					
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Develop LINC trail system (Phases 1-4)	2017	2021	\$10,035,800	\$3,800,000	SPLOST 13, Impact Fees, General Fund	City Manager	Under Construction

Source: City of Newnan Planning and Zoning Department

Capital Improvements Projects: Fire Services

Newnan		Capital Improvements Projects - 2019					
Public Facility		Fire Services					
Service Area		City Limits					
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Obtain light duty response truck	2018	2020	\$200,000	\$200,000	Impact Fees	Fire	Planning
Build Fire Station #4	2014	2019	\$3,073,797	\$1,500,000	SPLOST 13, Impact Fees	City Manager	Planning

Source: City of Newnan Planning and Zoning Department

CITY OF NEWNAN | Annual STWP-CIE

Amended 2019 Update

Capital Improvements Projects: Roads, Streets, and Bridges

Newnan		Capital Improvements Projects - 2019					
Public Facility		Roads, Streets, and Bridges					
Service Area		City Limits					
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Portion Chargeable to Impact Fees	Funding Sources	Responsible Party	Status
Construct McIntosh Parkway	2014	2019	\$7,173,000	\$2,000,000	Impact Fees, SPLOST 07, SPLOST 13, GTIB Grant	Engineering	Under Construction
Andrew Street Extension from Augusta Drive to E. Broad Street	2018	2021	\$4,549,000	\$2,500,000	Impact Fees, City	Engineering	Early Concept Phase
Replacement of stacked rock culverts at Savannah and Pinson Street	2020	2022	\$500,000	None	CDBG, SPLOST 19	Public Works	Early Concept Phase

Source: City of Newnan Planning and Zoning Department

* McIntosh Parkway was referred to as East Washington Extension and Greison Trail/Bypass Connector, respectively, in earlier CIEs.

Amended 2019 Update

V. Wastewater Collection and Treatment Updates

As with the Comprehensive Plan, wastewater collection and treatment is being reported separately from the other public facilities. This is due to the fact that Newnan Utilities, the City’s appointed authority for administering public utilities, provides service for this specific category. The other public facilities included in this update are direct operations of the City. Newnan Utilities provides all the information for wastewater collection and treatment concerning the Comprehensive Plan and CIE updates. They also levy and collect the impact fees for wastewater collection and treatment.

Similar to previous public facilities, those items for wastewater collection and treatment that have completion dates beyond 2023 are not shown in the CIE and STWP.

ANNUAL FINANCIAL REPORT FOR 2018	
Public Facility Type	Wastewater Collection and Treatment
Service Area	City of Newnan
Beginning Impact Fee Fund Balance	\$5,061,751.93
Impact Fees Collected	\$1,768,207.96
Accrued Interest	\$0.00
Project Expenditures	\$1,019,164.62
Administrative Costs	\$53,046.24
Impact Fee Refunds	\$0
Ending Impact Fee Fund Balance	\$5,757,749.03
Impact Fees Encumbered	\$0

Source: Newnan Utilities

IMPROVEMENTS STWP ADDENDUM						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Mineral Springs Upgrade	2016	2021	\$4,500,000	\$4,500,000	Impact Fees (100%)	Newnan Utilities
Collection System Improvements	2018	2022	\$2,000,000	\$2,000,000	Impact Fees (100%)	Newnan Utilities

CITY OF NEWNAN | Annual STWP-CIE

Amended 2019 Update

IMPROVEMENTS-STWP ADDENDUM LONG-TERM, INDEFINITE, AND CONTINUOUS ACTIVITIES*						
Project or Activity	Project Start Date	Project Completion Date	Estimated Project Cost	Portion Chargeable to Impact Fees	Sources of Funds (& Share)	Responsible Party
Phase III – Expansion of Mineral Springs WPCP	Indefinite	Indefinite	\$13,000,000	\$13,000,000	Impact Fees (100%), Other Sources	Newnan Utilities
Phase IV – Expansion Wahoo Creek	Indefinite	Indefinite	\$15,000,000	\$15,000,000	Impact Fees (100%), Other Sources	Newnan Utilities
Land Treatment	Indefinite	Indefinite	\$10,000,000	\$10,000,000	Impact Fees (100%), Other Sources	Newnan Utilities
Collection System Construction	Indefinite	Indefinite	\$5,000,000	\$5,000,000	Impact Fees (100%), Other Sources	Newnan Utilities

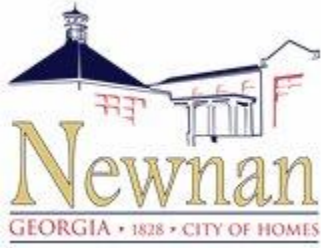
Source: Newnan Utilities and Wiedeman and Singleton, Inc.

*Long-Term means any activity that is to end more than five years (2024) from the current year (2019). It is conceivable that many of the activities with unknown end dates are or may become permanently ongoing activities. In addition, the figures are not exact totals for the projects they represent. They are estimates as used in the "Calculation of Impact Fee in 2005" table.

Wastewater Collection and Treatment CIE

Newnan	Capital Improvements Projects -- 2019				
Public Facility	Wastewater Collection and Treatment				
Service Area	City Limits				
Project Description	Project Start Date	Project End Date	Estimated Cost of Project*	Funding Sources	Status
Grit Collector, Clarifier Drivers, Belt Press Upgrade, Bar Screen Upgrade	2018	2022	\$1,200,000	Impact Fees (100%)	Planning
Mineral Springs Upgrade	2016	2021	\$4,500,000	Impact Fees (100%)	Construction
Collection System Improvements	2018	2022	\$2,000,000	Impact Fees (100%)	Planning

City of Newnan, Georgia - Mayor and Council



Date: February 11, 2020
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: Owner to update council on status of pending sale of 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. Review the owner update on status of family sales transaction and either accept or deny based on information given.
2. Other direction from Council.

Funding: Not Applicable

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

Previous Discussions with Council:

April 19, 2019 – Council informed of conditions.

May 7, 2019 – Public Hearing was requested.

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

October 17, 2019 – 90 day extension granted by council.

January 14, 2020 – 30 day extension granted by council.











City of Newnan, Georgia - Mayor and Council

Date: February 11, 2020

Agenda Item: Resolution to abandon public right-of-way of St. Charles Place

Prepared By: Dean Smith, Planning and Zoning Department

Purpose: To consider executing a resolution to abandon certain public right-of-way known as St. Charles Place, located within the Parkside Village subdivision.

Background: On November 26, 2019, the City of Newnan's Director of Public Works, Michael Klahr, introduced this item to the Council. After the presentation of the request, Council voted to approve the process of abandoning the right-of-way located at St. Charles Place and split the property between the two adjacent property owners.

Attached is an updated survey illustrating the area that is to be abandoned and the resulting property proposing to be transferred via the quitclaim deed mechanism to the adjacent property owners.

The developer of Parkside Village has removed the road components, i.e. curb, gutter, sidewalk, utility infrastructure, and has graded the area followed by sodding the area to residential lawn standards.

Funding: N/A

Recommendation: Execute the resolution abandoning that portion of public right-of-way, known as St. Charles Place, and as illustrated on the attached survey prepared by B. Jeff Davis, RLS, dated January 28, 2020

Previous Discussion with Council: November 26, 2019

RESOLUTION OF THE CITY OF NEWNAN

RE: UNOPENED portion of St. Charles Place running in an easterly direction from Parks Place between Lots 99 and 54, Parkside Village-Phase 1B, Coweta County in the City of Newnan, Land Lot 18 First Land District, Coweta County, Georgia

WHEREAS, an unopened extension of St. Charles Place is shown as a road way in the Parkside Village Phase 1B Subdivision running in an easterly direction from Parks Place approximately 148.47± feet to a point on the dividing line between Parkside Village, Phase 1B and Parkside Village Phase 2B; and

WHEREAS, the City accepted a dedication of the unopened extension of St. Charles Place on March 22, 2008 for public street purposes with the intent that the developer would construct a street to connect Parkside Village Phase 1B to Parkside Village Phase 2B; and

WHEREAS, St. Charles Place was never constructed as a public street due to severe topographical issues making the connection between the two phases impractical and potentially dangerous; and

WHEREAS, the City of Newnan has no intention or plans to open, improve, construct or maintain a roadway in this area; and

WHEREAS, the adjoining property owners of Lots 99 & 59 of Parkside Village Phase 1B have asked the City of Newnan to abandon the right of way in the area and convey same to them as permitted by law; and

WHEREAS, said property is of no value to the City of Newnan.

THEREFORE, BE IT RESOLVED that pursuant to O.C.G.A. §36-37-6(g) that the unopened portion of St. Charles Place running in an easterly direction from Parks Place between Lots 99 and 54, Parkside Village-Phase 1B, Coweta County in the City of Newnan, Land Lot 18 First Land District, Coweta County, Georgia is hereby declared not to be a part of the public street system of the City of Newnan and is not necessary to the public needs of the City of Newnan.

IT IS FURTHER RESOLVED that the Mayor or Mayor Pro-Tem and City Clerk are hereby authorized to execute a quitclaim deed releasing any interest the City may have in said street to MITCHELL O. FLYNN and BRENDA G. FLYNN to that portion of St. Charles Place shown on the attached Exhibit "A" and identified as the NW half of the unopened portion of St. Charles Place and a quitclaim deed to WESLEY W. ADAM and CHRISTY G. ADAM as to that portion of St. Charles Place shown on the attached Exhibit "A" and identified as the SW half of the unopened portion of St. Charles Place.

Adopted in open session this _____ day of _____, 2020.

ATTEST:

Della Hill, City Clerk

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Cleatus Phillips, City Manager

L. Keith Brady, Mayor

George M. Alexander, Mayor Pro-Tem

Cynthia E. Jenkins, Councilmember

Raymond F. DuBose, Councilmember

Rhodes H. Shell, Councilmember

Dustin Koritko, Councilmember

Paul Guillaume, Councilmember

EXHIBIT A
PAGE 1 OF 1

SURVEY NOTES

EQUIPMENT USED:
4540 LTA AND LINEAR VERT SURVEINERS WERE OBTAINED USING A 3" REFLECTOR FOCUS IN A 3" DIAMETER TOTAL STATION AND A 3" REFLECTOR RANGING PRISM COLLECTION.

CLOSURE STATEMENT:
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1:100,000. THE FIELD DATA WAS COLLECTED USING A TOTAL STATION WITH AN OPEN SIGHT AND WAS ADJUSTED USING THE COLLINS RULE WITH ONE FOOT ON 17,389 FEET LOT 50. ONE FOOT ON 17,389 FEET ON ONE END OF ST CHARLES PLACE AND ONE FOOT ON 17,389 FEET ON THE OTHER END OF ST CHARLES PLACE.

THE BEINGNS SHOWN ON THIS SURVEY ARE BASED ON BEINGNS PROPERTY FROM LOT 59 WAS RECALCULATED AT THE PLAT BEING FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JANUARY 29, 2020.

LEGAL DESCRIPTION - N.W. HALF OF RW OF ST. CHARLES PLACE

ALL LINES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL LINES OF STRENGTH SHOWN HEREON, AS PER GEORGIA LAW, THE SURVEYOR'S OBLIGATION IS TO THE OCCUPYING OWNER OF THE PROPERTY TO THE COMMENCEMENT OF ANY AND ALL SUCH DISTRIBUTING ACTIVITIES.

THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE GEORGIA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. THE SURVEYOR'S OBLIGATION IS TO THE OCCUPYING OWNER OF THE PROPERTY TO THE COMMENCEMENT OF ANY AND ALL SUCH DISTRIBUTING ACTIVITIES.



REFERENCE NORTH
PLAT BOOK 83, PAGES 188-192

- REFERENCE MATERIAL**
- 1. CEDD BOOK 276, PAGE 449
 - 2. CEDD BOOK 276, PAGE 421
 - 3. CEDD BOOK 276, PAGE 421
 - 4. CEDD BOOK 276, PAGE 421
 - 5. CEDD BOOK 489, PAGE 687
 - 6. CEDD BOOK 489, PAGE 687
 - 7. CEDD BOOK 489, PAGE 687
 - 8. CEDD BOOK 489, PAGE 687
 - 9. CEDD BOOK 489, PAGE 687
 - 10. CEDD BOOK 489, PAGE 687
 - 11. CEDD BOOK 489, PAGE 687
 - 12. CEDD BOOK 489, PAGE 687

FLOOD STATEMENT
THIS PROPERTY IS NOT COVERED IN FLOOD HAZARD MAPS ACCORDING TO FIRM PANEL # 13070002SD
EFFECTIVE SEPTEMBER 26, 2013

LEGEND

ABBREVIATIONS	SYMBOLS
AGC - AIRPORT LIGHTS	● - IRON PIN FOUND
BL - BUILDING	○ - IRON PIN USED TO REPAIR
CL - CALCULATED	○ - IRON PIN USED TO REPAIR
CM - CONCRETE MASONRY	○ - IRON PIN USED TO REPAIR
CP - CORRUGATED METAL PIPE	○ - IRON PIN USED TO REPAIR
CS - CONCRETE	○ - IRON PIN USED TO REPAIR
DC - DRAINAGE CHANNEL	○ - IRON PIN USED TO REPAIR
DM - DAMAGED TOP WIRE	○ - IRON PIN USED TO REPAIR
DP - DIGITALLY RECORDED	○ - IRON PIN USED TO REPAIR
EP - ELECTRIC POWER	○ - IRON PIN USED TO REPAIR
ES - EDGE OF PAVEMENT	○ - IRON PIN USED TO REPAIR
EV - ELEVATION	○ - IRON PIN USED TO REPAIR
FW - FIRE HYDRANT	○ - IRON PIN USED TO REPAIR
GL - GROUND LEVEL	○ - IRON PIN USED TO REPAIR
HW - HEAD WALL	○ - IRON PIN USED TO REPAIR
IP - IRON PIN FOUND	○ - IRON PIN USED TO REPAIR
LD - LAND	○ - IRON PIN USED TO REPAIR
LL - LAND	○ - IRON PIN USED TO REPAIR
LM - LAND	○ - IRON PIN USED TO REPAIR
LS - LAND	○ - IRON PIN USED TO REPAIR
LV - LAND	○ - IRON PIN USED TO REPAIR
MA - MASONRY	○ - IRON PIN USED TO REPAIR
MC - MASONRY	○ - IRON PIN USED TO REPAIR
MS - MASONRY	○ - IRON PIN USED TO REPAIR
MT - MASONRY	○ - IRON PIN USED TO REPAIR
NA - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NC - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
ND - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NE - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NG - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NH - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NI - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NJ - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NK - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NL - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NO - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NP - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NQ - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NR - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NS - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NT - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NU - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR
NV - NOT A PART OF THIS SURVEY	○ - IRON PIN USED TO REPAIR

SURVEYORS CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Georgia, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct representation of the facts and conditions which were observed and measured by me or under my direct supervision, and that the same are in accordance with the laws and regulations of the State of Georgia, and that I am not aware of any facts or circumstances which would render the same inaccurate or misleading.

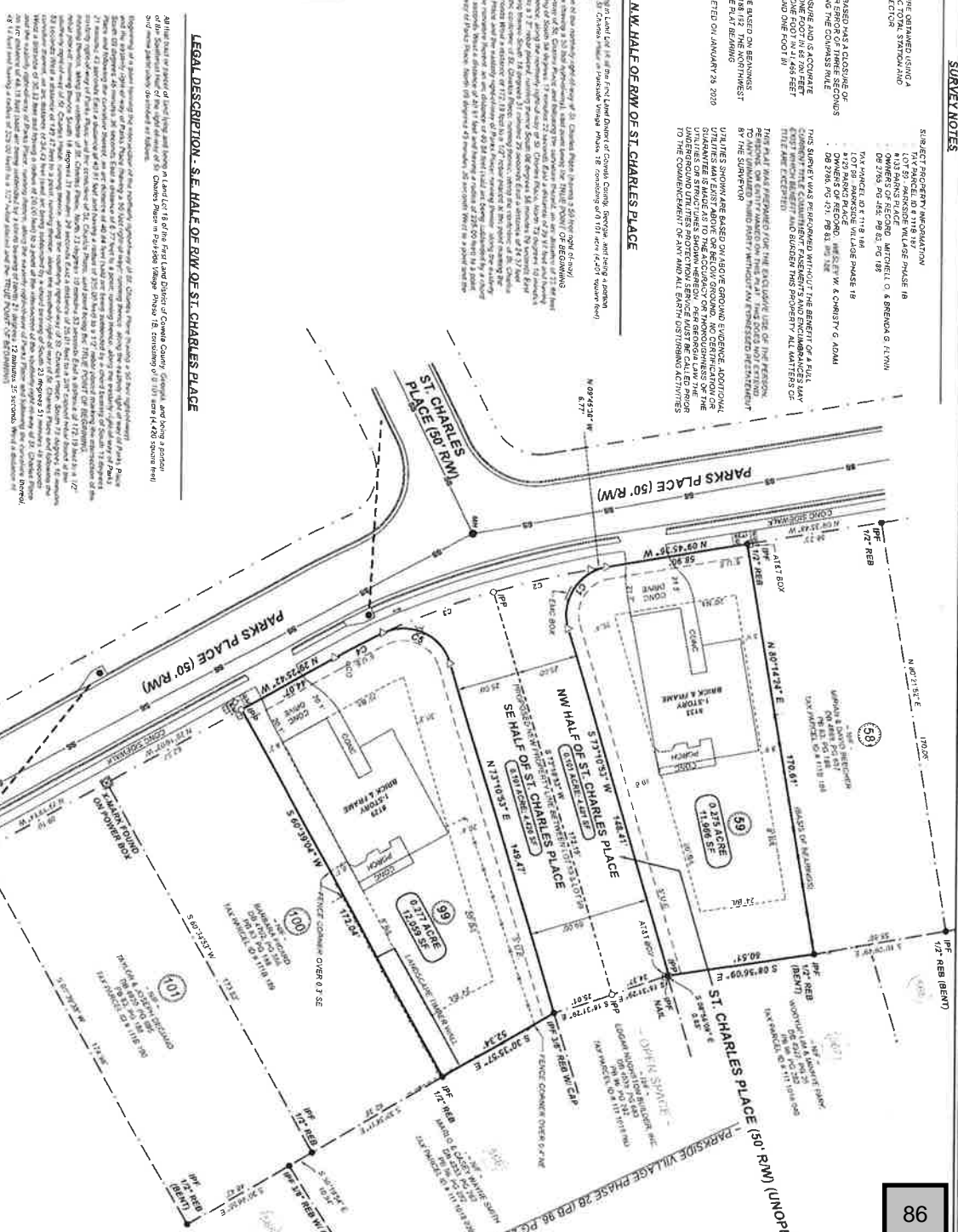
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CURVE DATA TABLE

CURVE	BEARING	HORIZ DIST	ARC	RADIUS
C1	N 58°17'22" W	29.97'	33.88'	20.00'
C2	N 13°21'43" W	40.81'	40.84'	325.00'
C3	N 21°12'25" W	48.14'	48.19'	325.00'
C4	N 27°28'30" W	22.54'	22.54'	325.00'
C5	N 23°51'48" E	30.33'	34.43'	20.00'

SCALE 1" = 30'



LEGAL DESCRIPTION - S.E. HALF OF RW OF ST. CHARLES PLACE

ALL LINES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL LINES OF STRENGTH SHOWN HEREON, AS PER GEORGIA LAW, THE SURVEYOR'S OBLIGATION IS TO THE OCCUPYING OWNER OF THE PROPERTY TO THE COMMENCEMENT OF ANY AND ALL SUCH DISTRIBUTING ACTIVITIES.

BOUNDARY RETRACEMENT SURVEY & PROPOSED RW DIVISION FOR:

WESLEY W. & CHRISTY G. ADAM AND MITCHELL O. & BRENDA G. FLYNN
 LOTS 99 & 59 - PARKSIDE VILLAGE - PHASE 1B
 L.L. 18, DISTRICT 1
 COWETA COUNTY
 CITY OF NEWMAN
 TAX PARCEL ID # 1118 188 & # 1118 187

PREPARED BY:
B. JEFF DAVIS, RLS
 REGISTERED LAND SURVEYOR NO. 32711
 8395 VERNON GROVE ROAD
 CHATTAHOOCHEE HILLS, GA 30028
 (770) 463-8338
 bje@32711@atl.net

PROJECT NO.: 280003
DRAWING FILE NO.: 200003.TW
DATE: 01/28/2020
SCALE: 1" = 30'

QUIT CLAIM DEED

**STATE OF GEORGIA,
COUNTY OF COWETA**

After Recording, Return To:
C. Bradford Sears, Jr., Esq.
Sanders Haugen & Sears, PC
Post Office Box 1177
Newnan, Georgia 30264

This Quit Claim Deed is made as of the ____ day of _____, 2020, between THE CITY OF NEWNAN, GEORGIA, a municipal corporation, (hereinafter referred to as "Grantor") and MITCHELL O. FLYNN and BRENDA G. FLYNN, or the second part, (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby quit claim unto Grantee:

All that tract or parcel of land situate, lying and being in Land Lot 18, First Land District, City of Newnan, Coweta County, Georgia and being more particularly identified as NW half of St. Charles Place containing 0.101 acre; 4401 square feet of St. Charles Place (50' R/W) (unopen) on plat of survey entitled Boundary Retracement Survey & Proposed R/W Division For: Wesley W. & Christy G. Adam and Mitchell O. & Brenda G. Flynn Lots 99 and 59 – Parkside Village-Phase 1B, dated January 28, 2020, prepared by B. Jeff Davis, RLS No. 3211 recorded in Plat Book _____, Page _____, Coweta County Georgia to which plat reference is hereby made for a more particular description of the metes and bounds of the property herein conveyed. A copy of said plat is attached hereto as Exhibit "A" and incorporated herein for an additional more particular description of the property herein conveyed.

The purpose of this Quit Claim Deed is to convey all of said property as described herein pursuant to the resolution of the City Council of the City of Newnan adopted February 11, 2020 authorizing the conveyance of the land pursuant to O.C.G.A. §36-37-6 (g).

IN WITNESS WHEREOF, the said Grantor has caused its hand and its seal to be hereunto affixed by its properly authorized officers and delivered these presents this day and year first above written.

Signed, sealed and delivered
in the presence of:

THE CITY OF NEWNAN, GEORGIA,
a municipal corporation

Unofficial Witness

By: _____ (SEAL)
Keith Brady, Mayor

Notary Public
(SEAL)

Attest: _____ (SEAL)
Della Hill, City Clerk

QUIT CLAIM DEED

**STATE OF GEORGIA,
COUNTY OF COWETA**

After Recording, Return To:
C. Bradford Sears, Jr., Esq.
Sanders Haugen & Sears, PC
Post Office Box 1177
Newnan, Georgia 30264

This Quit Claim Deed is made as of the ____ day of _____, 2020, between THE CITY OF NEWNAN, GEORGIA, a municipal corporation, (hereinafter referred to as "Grantor") and WESLEY W. ADAM and CHRISTY G. ADAM, or the second part, (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby quit claim unto Grantee:

All that tract or parcel of land situate, lying and being in Land Lot 18, First Land District, City of Newnan, Coweta County, Georgia and being more particularly identified as SW half of St. Charles Place containing 0.101 acre; 4420 square feet of St. Charles Place (50' R/W) (unopen) on plat of survey entitled Boundary Retracement Survey & Proposed R/W Division For: Wesley W. & Christy G. Adam and Mitchell O. & Brenda G. Flynn Lots 99 and 59 – Parkside Village-Phase 1B, dated January 28, 2020, prepared by B. Jeff Davis, RLS No. 3211 recorded in Plat Book _____, Page _____, Coweta County Georgia to which plat reference is hereby made for a more particular description of the metes and bounds of the property herein conveyed. A copy of said plat is attached hereto as Exhibit "A" and incorporated herein for an additional more particular description of the property herein conveyed.

The purpose of this Quit Claim Deed is to convey all of said property as described herein pursuant to the resolution of the City Council of the City of Newnan adopted February 11, 2018 authorizing the conveyance of the land pursuant to O.C.G.A. §36-37-6 (g).

IN WITNESS WHEREOF, the said Grantor has caused its hand and its seal to be hereunto affixed by its properly authorized officers and delivered these presents this day and year first above written.

Signed, sealed and delivered
in the presence of:

THE CITY OF NEWNAN, GEORGIA,
a municipal corporation

Unofficial Witness

By: _____ (SEAL)
Keith Brady, Mayor

Notary Public
(SEAL)

Attest: _____ (SEAL)
Della Hill, City Clerk

SURVEY NOTES

EQUIPMENT USED:

4" X 4" X 4" LEICA TOTAL STATION
 2" X 2" X 2" LEICA TOTAL STATION
 2" X 2" X 2" LEICA TOTAL STATION
 2" X 2" X 2" LEICA TOTAL STATION

CLOSURE STATEMENT:

THE FIELD DATA WERE PROCESSED USING THE LEAST SQUARES METHOD OF ADJUSTMENT. THE RESULTS OF THE ADJUSTMENT ARE SHOWN ON THIS DRAWING. THE ADJUSTMENT WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS DRAWING. THE ADJUSTMENT WAS MADE BY THE SURVEYOR AND THE RESULTS ARE SHOWN ON THIS DRAWING.

THE BEARINGS SHOWN ON THIS SURVEY WERE BASED ON BEARINGS FROM THE 1983 TRIANGULATION. THE BEARINGS WERE CORRECTED FOR THE ANOMALY OF THE PRESSION. THE BEARINGS WERE CORRECTED FOR THE ANOMALY OF THE PRESSION. THE BEARINGS WERE CORRECTED FOR THE ANOMALY OF THE PRESSION.

LEGAL DESCRIPTION - N.W. HALF OF RW OF ST. CHARLES PLACE

ALL THE TRACTS OF LAND BEING AND BEING IN LOT 14 OF THE First Land District of Columbia County, Georgia, and being a portion of the same, more particularly described as follows: ...

- REFERENCE MATERIAL**
- 1 DEED BOOK 3728 PAGE 485
 - 2 DEED BOOK 4128 PAGE 481
 - 3 DEED BOOK 4128 PAGE 481
 - 4 DEED BOOK 4128 PAGE 481
 - 5 DEED BOOK 4128 PAGE 481
 - 6 DEED BOOK 4128 PAGE 481
 - 7 DEED BOOK 4128 PAGE 481
 - 8 DEED BOOK 4128 PAGE 481
 - 9 DEED BOOK 4128 PAGE 481
 - 10 DEED BOOK 4128 PAGE 481

FLOOD STATEMENT:
 THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD HAZARD MAP OF THE COUNTY OF GEORGIA, EFFECTIVE FEBRUARY 16, 2017.

LEGEND

ABBREVIATIONS	SYMBOLS
AGC (SOUTH) OF CURVE	● IRON PIPE ROUND
AGC (NORTH) OF CURVE	○ IRON PIPE PLACED FOR BEARING
AGC (EAST) OF CURVE	○ IRON PIPE CAP (R.D. N.E. 2371)
AGC (WEST) OF CURVE	○ IRON PIPE CAP (R.D. N.E. 2371)
AGC (SOUTH) OF CURVE	○ IRON PIPE PLACED FOR BEARING
AGC (NORTH) OF CURVE	○ IRON PIPE PLACED FOR BEARING
AGC (EAST) OF CURVE	○ IRON PIPE PLACED FOR BEARING
AGC (WEST) OF CURVE	○ IRON PIPE PLACED FOR BEARING
AGC (SOUTH) OF CURVE	○ IRON PIPE PLACED FOR BEARING
AGC (NORTH) OF CURVE	○ IRON PIPE PLACED FOR BEARING
AGC (EAST) OF CURVE	○ IRON PIPE PLACED FOR BEARING
AGC (WEST) OF CURVE	○ IRON PIPE PLACED FOR BEARING

SURVEYORS CERTIFICATION

I, the undersigned, a duly qualified and licensed Surveyor of the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land described herein, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land described herein.

[Signature]
 B. JEFF DAVIS, RLS
 REGISTERED LAND SURVEYOR NO. 32711
 CHATTAHOOCHEE HILLS, GA 30068
 DATE: 01-28-20

SUBJECT PROPERTY INFORMATION

LOT 14 OF THE FIRST LAND DISTRICT OF COLUMBIA COUNTY, GEORGIA, BEING A PORTION OF THE SAME, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...

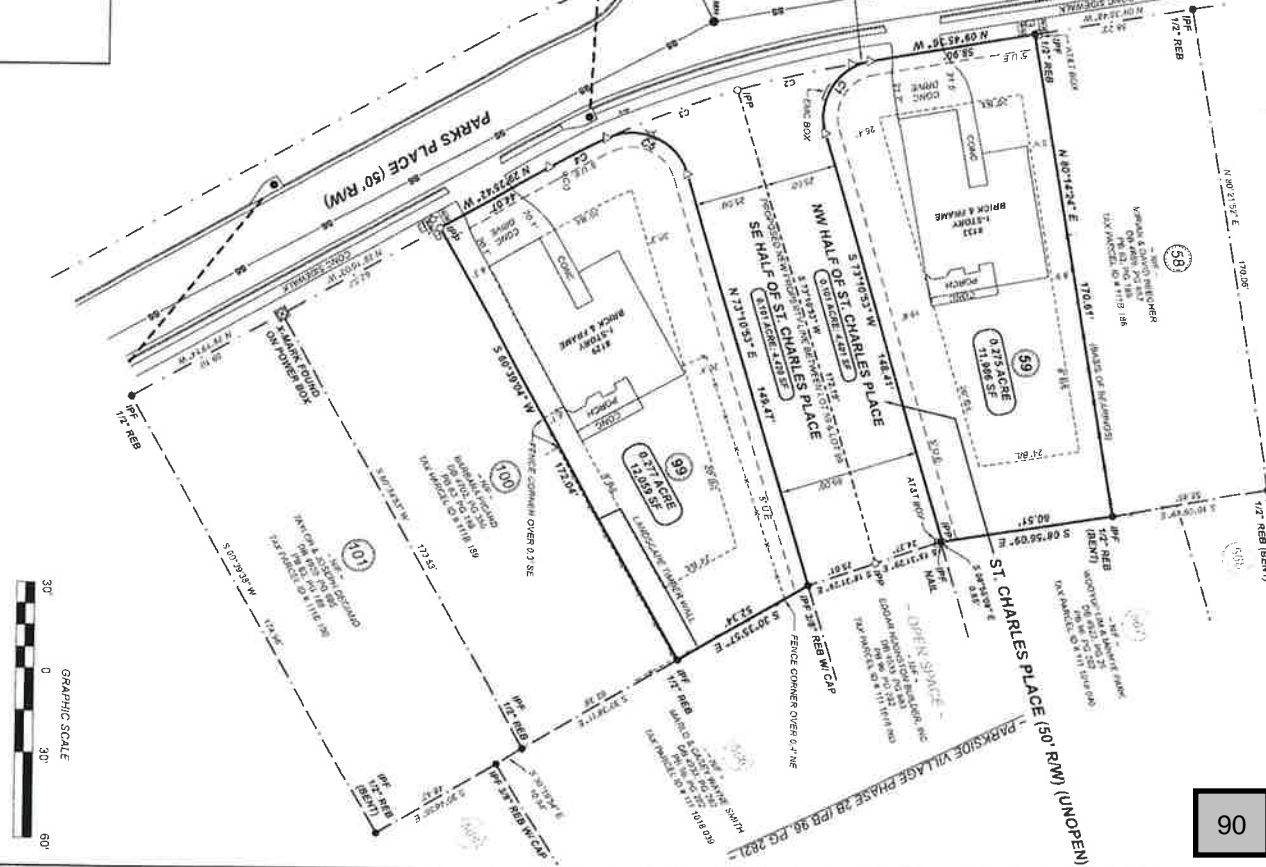
LEGAL DESCRIPTION - S.E. HALF OF RW OF ST. CHARLES PLACE

ALL THE TRACTS OF LAND BEING AND BEING IN LOT 15 OF THE First Land District of Columbia County, Georgia, and being a portion of the same, more particularly described as follows: ...

CURVE DATA TABLE

CURVE BEARING	HORIZ DIST	ARC	RADIUS
C1 N 58°17'22" W	29.97'	33.88'	20.00'
C2 N 13°21'43" W	40.81'	40.84'	325.00'
C3 N 21°12'25" W	48.14'	48.19'	325.00'
C4 N 27°26'30" W	22.54'	22.54'	325.00'
C5 N 23°51'49" E	30.33'	34.43'	20.00'

BOUNDARY RETRACEMENT SURVEY & PROPOSED RW DIVISION FOR:
 WESLEY W. & CHRISTY G. ADAM AND MITCHELL O. & BRENDA G. FLYNN
 LOTS 98 & 59 - PARKSIDE VILLAGE - PHASE 1B
 L.L. 18, DISTRICT 1
 CITY OF NEWNAM
 CHATTAHOOCHEE HILLS, GA 30068
 TAX PARCEL ID # 1118 188 & 1118 187



PREPARED BY:
 B. JEFF DAVIS, RLS
 REGISTERED LAND SURVEYOR NO. 32711
 CHATTAHOOCHEE HILLS, GA 30068
 (770) 483-8338
 bje32311@att.net

PROJECT NO.: 200003
DRAWING FILE: 200003.DRV
SURVEY DATE: 01/25/2020
SCALE: 1" = 30'
DATE: 01/28/2020

SURVEY NOTES

EQUIPMENT USED:

ANGULAR AND LINEAR MEASUREMENTS WERE OBTAINED USING A SPECTRA PRECISION FOCUS 35 - 3" ROBOTIC TOTAL STATION AND A SPECTRA PRECISION RANGER DATA COLLECTOR

CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 22,156 FEET WITH AN ANGULAR ERROR OF THREE SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 72,392 FEET (LOT 59), ONE FOOT IN 66,700 FEET (NW HALF OF R/W OF ST. CHARLES PLACE), ONE FOOT IN 41,466 FEET (SE HALF OF R/W OF ST. CHARLES PLACE), AND ONE FOOT IN 195,064 FEET (LOT 99).

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON BEARINGS REFERENCED FROM PLAT BOOK 88, PAGES 188-192. THE NORTHWEST PROPERTY LINE OF LOT 59 WAS HELD AT THE PLAT BEARING.

FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JANUARY 25, 2020.

SUBJECT PROPERTY INFORMATION:

- TAX PARCEL ID # 111B 187
- LOT 59 - PARKSIDE VILLAGE PHASE 1B
- #133 PARKS PLACE
- OWNERS OF RECORD: MITCHELL O. & BRENDA G. FLYNN
- DB 2765, PG 465; PB 83, PG 188

- TAX PARCEL ID # 111B 188
- LOT 99 - PARKSIDE VILLAGE PHASE 1B
- #129 PARKS PLACE
- OWNERS OF RECORD: WESLEY W. & CHRISTY G. ADAM
- DB 2786, PG 421; PB 83, PG 188

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FULL CURRENT TITLE COMMITMENT, EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. ALL MATTERS OF TITLE ARE EXCEPTED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED ON THIS PLAT. THIS DOES NOT EXTEND TO ANY UNNAMED THIRD PARTY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR.

UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

LEGAL DESCRIPTION - N.W. HALF OF R/W OF ST. CHARLES PLACE

All that tract or parcel of land lying and being in Land Lot 18 of the First Land District of Coweta County, Georgia, and being a portion of the Northwest Half of the right-of-way of St. Charles Place in Parkside Village, Phase 1B, consisting of 0.101 acre (4,401 square feet), and more particularly described as follows:

Beginning at a point forming the intersection of the northerly right-of-way of St. Charles Place (having a 50 foot right-of-way) and the easterly right-of-way of Parks Place (having a 50 foot right-of-way); said point being the TRUE POINT OF BEGINNING; running thence, along the northerly right-of-way of St. Charles Place and following the curvature thereof, an arc distance of 33.88 feet (said arc being subtended by a chord bearing of South 53 degrees 17 minutes 22 seconds East a distance of 29.97 feet and having a radius of 20.00 feet) to a point; running thence, along the northerly right-of-way of St. Charles Place, North 73 degrees 10 minutes 53 seconds East a distance of 148.41 feet to a 1/2" rebar placed; running thence South 08 degrees 56 minutes 09 seconds East a distance of 0.65 feet to a nail found; running thence South 18 degrees 31 minutes 29 seconds East a distance of 24.37 feet to a 1/2" rebar placed at the point marking the centerline of St. Charles Place; running thence, along the centerline of St. Charles Place, South 73 degrees 10 minutes 53 seconds West a distance of 172.19 feet to a 1/2" rebar placed at the point marking the intersection of the centerline of St. Charles Place and the easterly right-of-way of Parks Place; running thence, along the easterly right-of-way of Parks Place and following the curvature thereof, an arc distance of 40.84 feet (said arc being subtended by a chord bearing of North 13 degrees 21 minutes 43 seconds West a distance of 40.81 feet and having a radius of 325.00 feet) to a point; running thence, along the easterly right-of-way of Parks Place, North 09 degrees 45 minutes 36 seconds West to a point and the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION - S.E. HALF OF R/W OF ST. CHARLES PLACE

All that tract or parcel of land lying and being in Land Lot 18 of the First Land District of Coweta County, Georgia, and being a portion of the Southeast Half of the right-of-way of St. Charles Place in Parkside Village, Phase 1B, consisting of 0.101 acre (4,420 square feet), and more particularly described as follows:

Beginning at a point forming the intersection of the northerly right-of-way of St. Charles Place (having a 50 foot right-of-way) and the easterly right-of-way of Parks Place (having a 50 foot right-of-way); running thence, along the easterly right-of-way of Parks Place, South 09 degrees 45 minutes 36 seconds East a distance of 6.77 feet to a point; running thence, along the easterly right-of-way of Parks Place and following the curvature thereof, an arc distance of 40.84 feet (said arc being subtended by a chord bearing of South 13 degrees 21 minutes 43 seconds East a distance of 40.81 feet and having a radius of 325.00 feet) to a 1/2" rebar placed marking the intersection of the easterly right-of-way of Parks Place and the centerline of St. Charles Place; said point being the TRUE POINT OF BEGINNING; running thence, along the centerline of St. Charles Place, North 73 degrees 10 minutes 53 seconds East a distance of 172.19 feet to a 1/2" rebar placed; running thence South 18 degrees 31 minutes 29 seconds East a distance of 25.01 feet to a 3/8" capped rebar found at the southerly right-of-way of St. Charles Place; running thence, along the southerly right-of-way of St. Charles Place, South 73 degrees 10 minutes 53 seconds West a distance of 149.47 feet to a point; running thence, along the southerly right-of-way of St. Charles Place and following the curvature thereof, an arc distance of 34.43 feet (said arc being subtended by a chord bearing of South 23 degrees 51 minutes 48 seconds West a distance of 30.33 feet and having a radius of 20.00 feet) to a point at the intersection of the southerly right-of-way of St. Charles Place and the easterly right-of-way of Parks Place; running thence, along the easterly right-of-way of Parks Place and following the curvature thereof, an arc distance of 48.19 feet (said arc being subtended by a chord bearing of North 21 degrees 12 minutes 25 seconds West a distance of 48.14 feet and having a radius of 325.00 feet) to a 1/2" rebar placed and the TRUE POINT OF BEGINNING.

CURVE DATA TABLE

CURVE	BEARING	HORIZ DIST	ARC	RADIUS
C1	N 58°17'22" W	29.97'	33.88'	20.00'
C2	N 13°21'43" W	40.81'	40.84'	325.00'
C3	N 21°12'25" W	48.14'	48.19'	325.00'
C4	N 27°26'30" W	22.54'	22.54'	325.00'
C5	N 23°51'48" E	30.33'	34.43'	20.00'

BOUNDARY RETRACEMENT SURVEY & PROPOSED R/W DIVISION FOR:

WESLEY W. & CHRISTY G. ADAM AND MITCHELL O. & BRENDA G. FLYNN

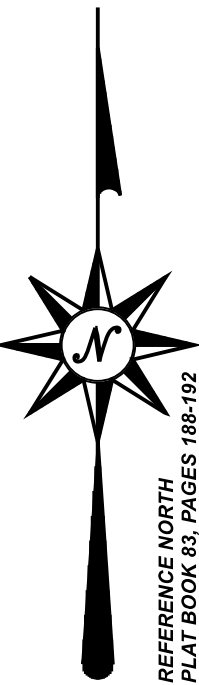
LOTS 99 & 59 - PARKSIDE VILLAGE - PHASE 1B
L.L. 18, DISTRICT 1
COWETA COUNTY
CITY OF NEWNAN
TAX PARCEL I.D. # 111B 188 & # 111B 187

PREPARED BY:

B. JEFF DAVIS, RLS
REGISTERED LAND SURVEYOR NO. 3211
8385 VERNON GROVE ROAD
CHATTAHOOCHEE HILLS, GA 30268
(770) 463-8338
bjeff211@att.net

PROJECT NO.: 200003
DRAWING FILE: 200003.TRV
DRAWN BY: BJD
SURVEY DATE: 01/25/2020
SCALE: 1" = 30'
DATE: 01/28/2020

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



REFERENCE MATERIAL

1. DEED BOOK 2765, PAGE 465
2. DEED BOOK 2786, PAGE 421
3. DEED BOOK 4535, PAGE 683
4. DEED BOOK 4702, PAGE 356
5. DEED BOOK 4889, PAGE 687
6. DEED BOOK 4902, PAGE 695
7. DEED BOOK 4922, PAGE 25
8. DEED BOOK 4933, PAGE 282
9. PLAT BOOK 83, PAGE 188
10. PLAT BOOK 96, PAGE 282

FLOOD STATEMENT:

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO F.I.R.M. PANEL # 13077C0252D EFFECTIVE FEBRUARY 06, 2013.

LEGEND

ABBREVIATIONS

- ARC LENGTH OF CURVE
- B/L BUILDING SETBACK LINE
- CALC CALCULATED
- CHD LENGTH OF CHORD
- CLF CHAIN LINK FENCE
- CMP CORRUGATED METAL PIPE
- CO CLEAN OUT
- CONC CONCRETE
- CTP CRIMPED TOP PIPE
- DB DEED BOOK
- DIP DUCTILE IRON PIPE
- EG EDGE OF GRAVEL
- EM ELECTRIC METER
- EP EDGE OF PAVEMENT
- ESMT EASEMENT
- FH FIRE HYDRANT
- GW GUY WIRE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- HW HEAD WALL
- IPF IRON PIN FOUND
- IPP IRON PIN PLACED
- LL LAND LOT
- LLL LAND LOT LINE
- N/F NOW OR FORMERLY
- OHPL OVERHEAD POWERLINE
- OTP OPEN TOP PIPE
- PB PLAT BOOK
- PG PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PP POWER POLE
- RAD RADIUS OF CURVE
- RCP REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY
- TBM TEMPORARY BENCHMARK
- U.E. UTILITY EASEMENT
- WM WATER METER
- WV WATER VALVE

SYMBOLS

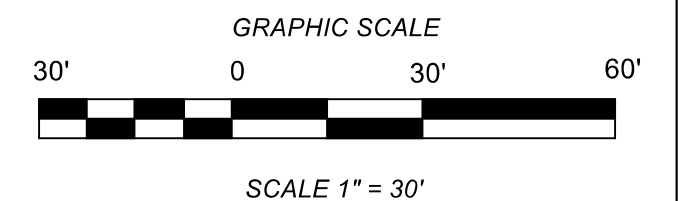
- IRON PIN FOUND
- IRON PIN PLACED - 1/2" REBAR (w/ PINK CAP "BJD RLS #3211")
- △ COMPUTED CORNER
- ⊗ X-MARK ON POWER BOX
- ⊕ FIRE HYDRANT
- Ⓜ WATER METER
- Ⓣ TELECOMMUNICATIONS BOX
- FENCE LINE
- SS SANITARY SEWER LINE
- STORM DRAIN PIPE

SURVEYORS CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



B. Jeff Davis
B. JEFF DAVIS
GA. REGISTERED LAND SURVEYOR #3211
01-28-20
DATE:



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).