



## Newnan City Council Meeting

APRIL 12, 2022

Newnan City Hall

Richard A. Bolin Council Chambers

25 LaGrange Street

2:30 PM

### CALL TO ORDER

### INVOCATION

### READING OF MINUTES

- [A.](#) Minutes from Regular Meeting on March 22, 2022

### REPORTS OF BOARDS AND COMMISSIONS

- [B.](#) 3 Appointments- Newnan Urban Redevelopment Agency, 3- year term
- [C.](#) 5 Appointments- Newnan Youth Activities, 3- year term
- [D.](#) Annual Report- Water & Light Commission

### REPORTS ON OPERATIONS BY CITY MANAGER

### REPORTS AND COMMUNICATIONS FROM MAYOR

### NEW BUSINESS

- [E.](#) Public Hearing- Application for Alcohol Beverage License- Beverage Vault - Retail Off Premise (Package) Sales of Distilled Spirits, Malt Beverages and Wine - 109 Bullsboro Dr. - Reason: New Business
- [F.](#) Public Hearing- Application for Alcohol Beverage License- Go Juu, LLC dba Go Juu Restaurant - Retail On Premise (Pouring) Sales of Malt Beverages and Wine- 311 Bullsboro Dr. Ste 190 - Reason: New Business
- [G.](#) Public Hearing- Application for Alcohol Beverage License- Taycan of Newnan, LLC - Retail On Premise (Pouring) Sales of Malt Beverages and Wine - 1119 Bullsboro Dr. - Reason: New Business
- [H.](#) Public Hearing- Application for Alcohol Beverage License- El Carnal Tacos & Mariscos, LLC - Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine- 534 Bullsboro Dr. - Reason: Addition of Distilled Spirits
- [I.](#) Public Hearing- Application for Alcohol Beverage License- Newnan Gas & Food, LLC - Retail Off Premise (Package) Sales of Malt Beverages and Wine - 67 Market Square Road - Reason: New Business
- [J.](#) Public Hearing- Application for Alcohol Beverage License- Kroger #363 - Retail Off Premise (Package) Sales of Malt Beverages and Wine - 48 Bullsboro Dr. - Reason: Personnel
- [K.](#) Consideration of Resolution to Create the City of Newnan Two Hundredth Anniversary Celebrating Planning Committee
- [L.](#) Consideration of a Resolution to Declare a Local State of Emergency in the City of Newnan Related to Design, Construction and Demolition Activities at Newnan Crossing Blvd East Due to Culvert Collapse
- [M.](#) 25 Pinson St - Request a public hearing on May 24, 2022 for structure.
- [N.](#) 157 Lagrange St - Request a public hearing on May 24, 2022 for structure.

- O. 5 Mink Hollow Ct - Request a public hearing on May 24, 2022 for structure.
- P. 66 Robinson St - Request a public hearing on May 24, 2022 for structure.
- Q. 22 Smith St - Request a public hearing on May 24, 2022 for structure.
- R. 5 Smith St- Request a public hearing on May 24, 2022 for structure.
- S. 21 Johnson Ave - Request a public hearing on May 24, 2022 for structure.
- T. Rezoning Request - RZ2022-02 by Alice Cornejo for DUI School of Coweta, Inc.; 0.27± acres located at 39 Main Street; Requested Zoning of CGN (General Commercial District) - For Information Only
- U. Rezoning Request - RZ2022-03 by Cher McWilliams; 0.22± acres located at 14 Lee Street; Requested Zoning of RU-I (Urban Residential Dwelling District - Historical and Infill) - For Information Only
- V. Consideration of a contract extension for Consulting Services for Disaster Recovery and FEMA Public Assistance
- W. Consideration of a contract extension for Debris Monitoring, Disaster Recovery and Emergency Planning Services
- X. Consideration of a contract extension for Debris Removal Services
- Y. Staff Report related to Merris Management & Leadership Consulting Project Regarding a Review of Policies, Procedures and Practices

**UNFINISHED BUSINESS**

- Z. Public Hearing cont'd - 178 Lagrange St - Resolution to Repair or Demolish

**VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS**

- AA. Request for 3 parking spaces in front of The Alamo/Fabianos, first Friday of every month (June-December) from 9pm-2am for Alamo event sponsors
- BB. Request from Brenda Dunn to close the cul de sac at the end of Woodlane Dr. on May 15th from 4pm-8pm for neighborhood party
- CC. Request from Newnan Coweta Art Association on behalf of Corner Arts Gallery to host the annual Labor Day Festival on September 5, 2022

**MOTION TO ENTER INTO EXECUTIVE SESSION**

- DD. Motion to Enter into Executive Session

**ADJOURNMENT**

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, March 22, 2022 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

**CALL TO ORDER**

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

**PRESENT**

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

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

Motion by Councilman Koritko, seconded by Councilman Shell to dispense with the reading of the minutes of the Regular Council meeting on March 8, 2022 and adopt them as presented.

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

**APPOINTMENT- PLANNING COMMISSION, 3 YEAR TERM**

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to reappoint Bob Coggin for a 3-year term.

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

**NEWNAN YOUTH COUNCIL ATTENDEES**

Councilwoman Jenkins introduced the members of Newnan Youth Council in attendance; Lauren Vanden Heuval, Leah Rhodes, Belle Moody and Rachel Henson

**CITY MANAGER**

City Manager gave an update on the closure of Newnan Crossing Blvd East and the culvert collapse. A third-party engineer, Integrated Science & Engineering was engaged to do an inspection and evaluation. First it was analyzed if the road could remain open but it could not for safety. Second, they were asked if a temporary fix would be feasible. The final report is not in yet but it does seem apparent that a temporary fix will not be doable as there are too many issues in the culvert.

The pipe is 13ft in diameter and is undersized. The pipe is metal and has rusted which is why metal pipes are no longer used. The replacement will be concrete but it is a

complicated project with 32ft of fill that has to be removed and utilities to deal with. There is no schedule yet but it will be a lengthy closure due to the size and extremity of replacing the culvert. The number one priority is the safety of the traveling public and second is to repair it and repair it right so there are no further issues.

**INFORMATION ONLY- REZONING REQUEST RZ2022-02, THE NRP GROUP FOR 38.70 + ACRES ON CELEBRATE LIFE PARKWAY- REFERRAL TO PLANNING COMMISSION**

No action needed.

**CONSIDERATION OF A CONTRACT AWARD FOR WATERSHED STORM DEBRIS REMOVAL**

Assistant City Manager, Hasco Craver stated that the City previously applied to remove certain debris from qualified waterways. The application was awarded and the City then received 5 bids for proposals. City recommendation is to engage Cahaba Disaster Recovery.

Motion by Councilwoman Jenkins, seconded by Councilman Koritko to award the contract as recommended by staff.

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

**REQUEST BY OWNER TO DEMOLISH 194 GREENVILLE ST.**

Chief Building Official, Bill Stephenson explained that the property has 3 structures; concrete building in the rear, main building being used by Big Foot and a house. The owner has requested to tear down the house and they have completed the necessary procedures per the ordinance.

Mayor Brady opened the public hearing on this property. No one came forward to speak. Mayor Brady closed the public hearing.

Motion by Mayor Pro Tem DuBose, seconded by Councilman Shell to approve the request to demolish the structure at 194 Greenville St.

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

**VALIDATION OF APPLICATION FOR ANNEX2022-02 BY NORTH 390, LLC; 5.19+ ACRES ON STATE ROUTE 29**

Planning Director, Tracy Dunnavant explained that this was referred to Planning Commission last month but due to the 60% method of annexation the process is different. The application has to be validated that it meets the requirements and Council has to vote.



After that the 60-day review process begins. The requirements for advertisements are also a little different.

Ms. Dunnavant explained that the 60% method is because there are 4 tracts of land for annexation and one land owner who does not want to be annexed into the City. The 60% method can be used when 60% or more of the owners of the land area and 60% of the registered voters petition for the annexation. This is being done to not create an island which is state law.

Mayor Brady clarified that this is to validate the application and then the process begins then the public notification process. After that it comes to Council again. Ms. Dunnavant explained that everything has to happen within the 60 days so it will go to Planning Commission in early April then come to Council after that at the second April meeting.

Ms. Dunnavant also clarified that it is a minimum of 60% and there is more in this case but that is state law.

Motion by Councilman Guillaume, seconded by Councilman Shell to approve the validation of the application for annexation.

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

**PUBLIC HEARING- 170 LAGRANGE ST. – RESOLUTION TO REPAIR OR DEMOLISH**

Mayor Brady opened the public hearing.

Code Enforcement Officer, Matt Murray stated that originally there were 7 properties for public hearing but 2 dropped off. One at 6 Calhoun St. and one at 8 Alpine Dr. have been demolished.

The first property, 170 Lagrange St. is owned by Mr. Robert Ambery. The building is in bad shape and the cost to repair would be greater than 50% of the assessed value. Mr. Ambery secured the building and cleaned the lot but not the contents of the building. Mr. Ambery stated to Mr. Murray that he knows the building has to be demolished. In the last few days it was discovered there is a contract to purchase the property with a closing date scheduled for May 13<sup>th</sup>.

Mayor Brady asked Mr. Murray to shed light on why it's been a year and nothing has been done? Mr. Murray explained there have been a lot of excuses such as COVID, contractor issues and insurance issues. Mr. Ambery said he had received demolition bids but Mr. Murray believes he is just dragging his feet. Mayor Brady asked if Mr. Ambery has collected from insurance yet and Mr. Murray stated that he has.

Mr. Chip Barron, representing the buyer of the property, stated that the buyer, Daniel Lichty was present and he is a great builder. The contract for purchase states that Mr.

Lichty will have the building demolished at his expense. Contract signing is May 13<sup>th</sup> and then demo would be June 10<sup>th</sup>.

Mayor Brady expressed his frustration with the owner of this property, the excuses he has made to the City and also to other citizens affected by the tornado. Many of the others owners affected by the storm have done the right thing and repaired or demolished their property to help make their community look the way it should look. Mayor Brady stated that citizens should not have to continue to look at this building until June 10<sup>th</sup>.

Council discussed the probability that the current owner would demolish the building within 30 days and what would happen if he didn't. City Manager explained that resource availability would be an issue for the City to demolish the building, also utility disconnect has to be considered. An asbestos abatement will need to be done as well before demo could happen.

Mr. Daniel Lichty stated he is concerned with supply and resources to get the demo done any sooner than June 10<sup>th</sup>. Councilwoman Jenkins commented that everyone is dealing with supply chain issues and insurance has been a real issue for many people. She is in favor of working with people who are trying to get things done and give Mr. Lichty the time he needs.

Councilman Koritko asked if the property is secure? Mr. Murray stated that the ground level is secure but the top level is still wide open and contents are there.

Ms. Elitta Compton lives at 174 Lagrange St. with the apartment complex on one side and 176 Lagrange on the other. She constantly deals with debris blowing from both properties. She stated the apartment is not secure, she has seen people and kids on the stairwell at the back and the door is open. There is also continuous traffic, people site seeing and dumping trash. Ms. Compton said as long as the building is secured she is ok if it's not demolished until June.

Council discussed the securing of the building. It would not be Mr. Lichty's responsibility until after the closing. Councilman Koritko asked if the City can secure it and ensure no hazards? City Manager said yes, the City can secure, time and materials would be minor. There was then a discussion on what happens if the closing doesn't happen on May 13<sup>th</sup>? Mayor Brady suggested the resolution state demolish on or before June 10<sup>th</sup>. City Attorney stated that the resolution has to give number of days not a specific date.

Mayor Brady closed the public hearing.

Motion by Councilwoman Jenkins, seconded by Councilman Alexander to adopt the resolution for 80 days to repair or demolish the property at 170 Lagrange St.

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

**PUBLIC HEARING- 176 LAGRANGE ST. – RESOLUTION TO REPAIR OR DEMOLISH**

Mayor Brady opened the public hearing.

Code Enforcement Officer, Matt Murray stated that this property is owned by Ms. Myrtle Lord and she has moved to Minnesota. Her intention was to repair the property and sell it. There have been some repairs to the roof and side of the house. The contractor said there was an asbestos issue and no time frame was given so it has stalled again. No one was present representing the property.

Ms. Elitta Compton said there had been a renter there and they also had insurance issues. They worked on the property one or two days and then stopped. The tarp fell at one point and it rained so there's probably issues inside now.

Mayor Brady closed the public hearing.

A 45-day repair or demolish was suggested. Councilwoman Jenkins asked about staff recommendation to give 90 days? Mayor Brady stated the residents that live around there should not be subjected to another 45 days after it's been a year.

Motion by Councilman Shell, seconded by Mayor Pro Tem DuBose to adopt the resolution for 45 days to repair or demolish. Opposed: Jenkins

**MOTION CARRIED. (6-1)**

**PUBLIC HEARING- 178 LAGRANGE ST. – RESOLUTION TO REPAIR OR DEMOLISH**

Mayor Brady opened the public hearing.

Code Enforcement Officer, Matt Murray explained that the owner of this property, Ms. Beachboard is deceased and a family member had been living there but left and the house was vacant at the time of the storm. The family has been in contact and wants to sell the property and there is a contract in progress but there is an issue with a loan through Bank of America. There is a lawyer working through some of these issues. The new owner has intent to repair the property.

Ms. Deborah Durrough, daughter of Ms. Beachboard, explained that this was her mother's house and the history of the house. She explained she has had issues getting information from Bank of America. She said she is not dragging her feet, she wants to settle this and is trying, it is a weight on her.

City Attorney explained that a lawyer for Bank of America in Atlanta has told him that there is still a \$5,000 balance on the loan from an equity line years ago. The lawyer indicated that the bank is willing to work with them on the loan. The contract to purchase is only \$10,000 and it depends on probate costs.

Suggestion was made to continue the public hearing until the next Council meeting in order to get some answers from the lawyers.

Motion by Councilman Shell, seconded by Councilwoman Jenkins to continue the public hearing on 178 Lagrange St. until the April 12, 2022 meeting.

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

**PUBLIC HEARING- 29 PINSON ST. – RESOLUTION TO REPAIR OR DEMOLISH**

Mayor Brady opened the public hearing.

Code Enforcement Officer, Matt Murray explained this is another storm damaged property. The cost to repair exceeds the assessed value of the property. It is owned by Roy & Matan Investments. The property sat and the City had not heard from anyone. Letters have been sent out and the contractor finally reached out and pulled permits in early March. A little interior demo has been done but that is all. Their plan is to repair and they have submitted plans to the City.

No one spoke about this property. Mayor Brady closed the public hearing.

The suggestion was made to give 45 days to repair or demolish and ask the contractor to provide a schedule. Councilwoman Jenkins stated that in the past Council has waited until there was a schedule to adopt the resolution.

Motion by Councilman Shell, seconded by Councilman Guillaume to adopt the resolution for 45 days to repair or demolish. Opposed: Jenkins

**MOTION CARRIED. (6-1)**

**PUBLIC HEARING- 70 ROBINSON ST. – RESOLUTION TO REPAIR OR DEMOLISH**

Mayor Brady opened the public hearing.

Code Enforcement Officer, Matt Murray stated this is another storm damaged property. The City has not heard from the owner, Pablo Velazquez Aguilera who lives in Alpharetta. He did pull a demo permit two weeks ago. Walls have been knocked down but the foundation and large debris piles are still on the lot.

Mr. Maurice Buchanan, lives at 620 White Oak Dr. asked if this address was a historic black theatre? Councilwoman Jenkins said there was a miscommunication and that is a building next door.

Mayor Brady closed the public hearing.

Motion by Councilman Shell, seconded by Councilman Guillaume to adopt the resolution for 45 days to repair or demolish.

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

**REQUEST FROM PARKS OF OLMSTEAD TO PUT UP BANNERS FOR COMMUNITY YARD SALE ON APRIL 23, 2022**

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

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

**ADJOURNMENT**

Motion by Councilman Koritko, seconded by Councilman Guillaume to adjourn the Council meeting at 7:20pm.

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

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

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



Newnan  
Water, Sewerage & Light Commission

Bobby Lee, Commission Chair

April 12, 2022

# Who We Are

- Electric, Water & Wastewater provider for the City of Newnan
- Governed by the Newnan, Water, Sewerage & Light Commission
- 18 Commissioners in 118 year history, since chartered in 1904, appointed by City Council



**Bobby Lee, Chair**  
Chair Since 2009  
Member Since 2004



**Parnell Odom**  
Member Since 2005



**Dianne Parker**  
Member Since 2009

# Committed to Our Community

- On average, NU touches over 60 community events annually
- NU employees are involved in 28 different leadership positions on various boards
- Caring Customers
  - Customer charitable giving
- Lighthouse Committee
  - Employee charitable giving
- Carl Miller Park
  - Average 1,100 pavilion reservations annually







# Water

- Treat 4.7 million gallons daily
  - 1.2 million gallons goes to Coweta County
- 19,000 Customers
- 290 days worth of storage (9 months)
- Facilities can support a population of 85,000
  - More than enough capacity to serve the population projections from the city's comprehensive plan



# Wastewater

- Current Capacity: Serve population of 51,000
- Eventually will serve population of 60,000
- Compost Program
  - Keeps 5,000 tons of biosolids out of landfills annually



# Electric

- Resources provided by MEAG
  - Currently 75% clean fuel sources
  - After Vogtle 3 & 4 online will be 87% clean fuel sources

# Reinvesting in Infrastructure

**\$8.3 Million**  
Annual Investment





## Our Employees are Our Most Valuable Resource

- 102 Full Time Employees
  - Very low turnover: Less than 2% annually
- Our Employees Manage
  - Over 200 miles each of water/sewer pipe
  - 205 miles of electric distribution lines
  - 28,000 meters
- 92% Customer Satisfaction
  - National average for utilities is 75%

# Thank You

# APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Beverage Vault**

Licensee: **Pushendra Khaira**

License Representative: **N/A**

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

Location: **109 Bullsboro Dr.**

## TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

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

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

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

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

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

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

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

Application - Beverage License

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

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

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

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

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(7) A publisher's affidavit (has 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 not) been filed. (Sec. 3-40(b))

If not, reasons file prior to hearing

Respectfully submitted,

Megan Shea  
City Clerk



# APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Go Juu LLC/ dba Go-Juu Restaurant**

Licensee: **Sang Danayasa**

License Representative: **N/A**

Type License: **Retail On Premise (Pouring) Sales of Malt Beverages and Wine**

Location: **311 Bullsboro Dr. Ste 190**

## TO THE CITY COUNCIL: REASON – NEW BUSINESS

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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 \_\_\_\_\_

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

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

If not, reasons file prior to hearing

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Taycan of Newnan, LLC**

Licensee: **Deborah L. Cannon**

License Representative: **Jennifer Searels**

Type License: **Retail On Premise (Package) Sales of Malt Beverages and Wine**

Location: **1119 Bullsboro Dr.**

## TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

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

If not, reasons file prior to hearing

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR ALCOHOL BEVERAGE LICENSE ADDITION OF DISTILLED SPIRITS

Name: **El Carnal Tacos & Mariscos LLC**

Licensee: **Eduardo Gamboa**

License Representative: **N/A**

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

Location: **534 Bullsboro Dr.**

## TO THE CITY COUNCIL: REASON – ADDITION OF DISTILLED SPIRITS

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

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

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

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

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

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

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

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

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Application - Beverage License

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

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

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

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

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

N/A

Respectfully submitted,

Megan Shea  
City Clerk

# APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Name: **Newnan Gas & Food, LLC**

Licensee: **Rozina Merani**

License Representative: **N/A**

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

Location: **67 Market Square Road**

## TO THE CITY COUNCIL: REASON – NEW BUSINESS

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

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

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

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

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(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 not) been filed. (Sec. 3-40(b))

If not, reasons file prior to hearing

Respectfully submitted,

Megan Shea  
City Clerk



# APPLICATION FOR TRANSFER OF ALCOHOL BEVERAGE LICENSE

Name: **Kroger #363**

Licensee: **From: Corey Perdew  
To: Florence Noel Schult**

License Representative: **N/A**

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

Location: **48 Bullsboro Dr.**

## **TO THE CITY COUNCIL: REASON – PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

N/A

Respectfully submitted,

Megan Shea  
City Clerk

**RESOLUTION**

WHEREAS, the year of our Lord Two Thousand Twenty Eight will mark the two hundredth anniversary of the founding of the City of Newnan; and

WHEREAS, to mark this historic year in the history of the City of Homes, the Mayor and City Council of the City of Newnan desire that the Citizens of the City of Newnan and City staff work together to plan and sponsor appropriate events to celebrate the two hundredth anniversary of the founding of the City of Newnan.

NOW THEREFORE BE IT RESOLVED that there be created the City of Newnan Two Hundredth Anniversary Celebration Planning Committee:

**THE CITY OF NEWNAN  
TWO HUNDRETH ANNIVERSARY CELEBRATION  
PLANNING COMMITTEE**

**SECTION I: ESTABLISHMENT; PURPOSE.**

There is hereby created to be known and designated as the City of Newnan Two Hundredth Anniversary Celebration Planning Committee to be referred to herein as the “Committee” for the purpose of planning and sponsoring appropriate events celebrating the two hundredth anniversary of the founding of the City of Newnan, all subject to the approval of the City Council.

**SECTION II: COMPOSITION; TERMS; COMPENSATION.**

(a) The committee shall consist of fourteen (14) members, two (2) members shall be appointed by each of the seven (7) council members. Each member shall be a resident or business owner/operator of the City of Newnan during his or her term of office. The members shall serve until the purpose of the Committee as stated herein is fulfilled or until such time as the purpose of said Committee is deemed to have been fulfilled by the Council or until such time as the Committee shall be dissolved as decided by the Council, whichever occurs first. Vacancies in office during the term of any appointment shall be filled in the same manner as the person was appointed whose office became vacant.

(b) The members of the Committee shall serve without compensation. However, they shall be entitled to reimbursement for any actual expenses incurred by them in the performance of their duties.

**SECTION III: DUTY; RESPONSIBILITY; AUTHORITY.**

The Committee created in this article shall have the duty, responsibility and authority:

(1) To develop plans and to sponsor for appropriate events celebrating the two hundredth anniversary of the founding of the City of Newnan and to present such plans, as a recommendation to the Mayor and Council within six (6) months of the Committee's first meeting and thereafter monthly or as often as may be necessary to insure orderly development of a plan for celebration.

(2) To assist and coordinate its activities with the City staff and public to insure a successful celebration of the two hundredth anniversary of the founding of the City of Newnan.

**SECTION IV: OFFICERS; MEETINGS.**

Upon appointment of the initial Committee by the Mayor and Council, the Committee shall meet and elect one (1) of its members as Chairman and one (1) of its members as secretary. The Committee shall then provide for the rules and procedure for the holding of regular and special meetings of the Committee as deemed advisable and necessary.

Adopted in regular session assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

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

\_\_\_\_\_  
L. Keith Brady, Mayor

REVIEWED AS TO FORM:

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

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

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

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

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

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

\_\_\_\_\_  
Dustin Koritko, Councilmember

\_\_\_\_\_  
Paul Guillaume, Councilmember

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO DECLARE A LOCAL STATE OF EMERGENCY IN THE CITY OF NEWNAN, GEORGIA RELATED TO DESIGN, CONSTRUCTION AND DEMOLITION ACTIVITIES AT NEWNAN CROSSING BOULEVARD EAST DUE TO CULVERT COLLAPSE, TO ALLOW FOR EMERGENCY PROCUREMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, on March 17, 2022, the City of Newnan witnessed a partially collapsed culvert under Newnan Crossing Boulevard East; and,

**WHEREAS**, the City of Newnan engaged Integrate Science & Engineering to inspect the partially collapsed culvert on March 18, 2022 for the purpose of determining the integrity of the remaining structure and its potential impact on the roadway and citizenry; and,

**WHEREAS**, to prevent or minimize injury to people resulting from this partial culvert collapse, the City of Newnan closed a section of Newnan Crossing Boulevard East .5 miles south of its intersection with State Route 34 on March 18, 2022; and,

**WHEREAS**, the City of Newnan employed a peer-reviewed detour plan, in concert with the Georgia Department of Transportation and Coweta County, for the purpose of safely moving the travelling public throughout the community; and,

**WHEREAS**, the City of Newnan engaged Integrated Science & Engineering to perform an Inspection Report, which was complete on March 28, 2022 and provided preliminary recommendations for a full replacement of the culvert; and,

**WHEREAS**, the Mayor and City Council adopted an amended Purchasing Ordinance on March 26, 2019 to allow for the successful governance of acquisitions by the City of Newnan for supplies, services, construction, and related contracts and agreements, while maintaining the best interests of the City without prejudice, seeking maximum value, providing for quality standards, high efficiency and ethical conduct; and,

**WHEREAS**, the Purchasing Ordinance allows for certain Emergency Purchases in Section 2-323; and,

**WHEREAS**, Mayor and City Council find that certain actions are required, including but not limited to, the emergency procurement of certain design, construction and demolition activities as set forth in the Purchasing Ordinance Section 2-323, and pursuant to O.C.G.A. § 36-91-22(e); and,

**WHEREAS**, this event is an emergency of such a nature that the public welfare would be adversely affected by awaiting the adherence to portions of Division 3 and 4 of the Purchasing Ordinance, and O.C.G.A. § 36-91-1 et. seq. which dictates Solicitation, Bidding, Notice Requirements and Purchasing Method requirements prior to obtaining the supplies, materials, services, or public work required to replace the culvert; and

**WHEREAS**, the City Manager will, in adherence to Section 2-323 of the Purchasing Ordinance and O.C.G.A. § 36-91-22(e), present all project related purchases to the Mayor and City Council for ratification; and

**WHEREAS**, this resolution is intended as a statement of intent of the City Council to expend necessary funds to protect the public's health, safety and welfare; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NEWNAN, GEORGIA:**

The City Manager is authorized to procure certain services, including but not limited to design, demolition and construction, as needed, to fully replace the culvert at Newnan Crossing Boulevard East pursuant to the authority set out herein above.

DONE, RATIFIED AND PASSED by the City Council of the City of Newnan, Georgia, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022 in regular session assembled.

## City of Newnan, Georgia - Mayor and Council



Date: April 12, 2022

Agenda Item: 25 Pinson 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 25 Pinson St.

**Background:** Owner: Ni Zhou Shuai  
Permits: none  
Date Sub-Standard housing file was opened: November 1, 2021

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

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 March 31, 2022.

**Options:**

1. Set Public Hearing Date for May 24, 2022.
2. Other direction from Council.

**Funding:** Not Applicable

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

### **Previous Discussions with Council:**

March 31, 2022 - Council informed of conditions.







# City of Newnan, Georgia - Mayor and Council



Date: April 12, 2022

Agenda Item: 157 Lagrange 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 157 Lagrange St.

**Background:** Owner: Joshua Guthmann & Brittany Miles  
Permits: roof 7/30/21  
Date Sub-Standard housing file was opened: November 3 2021

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

Previous inspections by Newnan Building Department have deemed the property to be unsafe. Information was presented to Council electronically concerning the condition of the above-mentioned property on March 31, 2022.

**Options:**

1. Set Public Hearing Date for May 24, 2022.
2. Other direction from Council.

**Funding:** Not Applicable

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

## **Previous Discussions with Council:**

March 31, 2022 - Council informed of conditions.







## City of Newnan, Georgia - Mayor and Council



Date: April 12, 2022

Agenda Item: 5 Mink Hollow Ct

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 5 Mink Hollow Ct.

**Background:** Owner: Michael Williams  
Permits: none  
Date Sub-Standard housing file was opened: March 3, 2022

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 March 31, 2022.

**Options:**

1. Set Public Hearing Date for May 24, 2022.
2. Other direction from Council.

**Funding:** Not Applicable

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

### **Previous Discussions with Council:**

March 31, 2022 - Council informed of conditions.

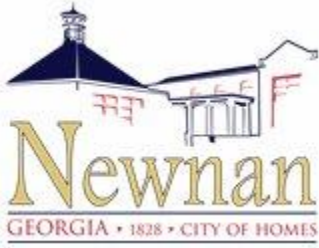








# City of Newnan, Georgia - Mayor and Council



Date: April 12, 2022

Agenda Item: 66 Robinson 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 66 Robinson St.

**Background:** Owner: Willie R. Ragland Estate c/o Connie Ragland  
Permits: none  
Date Sub-Standard housing file was opened: December 1, 2021

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

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 March 31, 2022.

**Options:**

1. Set Public Hearing Date for May 24, 2022.
2. Other direction from Council.

**Funding:** Not Applicable

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

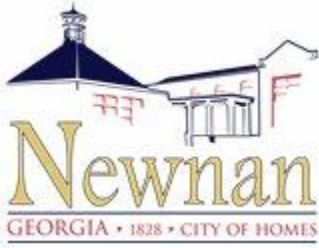
## **Previous Discussions with Council:**

March 31, 2022 - Council informed of conditions.





# City of Newnan, Georgia - Mayor and Council



Date: April 12, 2022

Agenda Item: 22 Smith 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 22 Smith St.

**Background:** Owner: BMY Investment LLC  
Permits: none  
Date Sub-Standard housing file was opened: December 1, 2021

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

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 March 31, 2022.

**Options:**

1. Set Public Hearing Date for May 24, 2022.
2. Other direction from Council.

**Funding:** Not Applicable

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

## **Previous Discussions with Council:**

March 31, 2022 - Council informed of conditions.







## City of Newnan, Georgia - Mayor and Council



Date: April 12, 2022

Agenda Item: 5 Smith 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 5 Smith St.

**Background:** Owner: Morgan Arcola c/o MM Ire  
Permits: none  
Date Sub-Standard housing file was opened: December 1, 2021

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

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 March 31, 2022.

**Options:**

1. Set Public Hearing Date for May 24, 2022.
2. Other direction from Council.

**Funding:** Not Applicable

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

### **Previous Discussions with Council:**

March 31, 2022 - Council informed of conditions.









# City of Newnan, Georgia - Mayor and Council



Date: April 12, 2022

Agenda Item: 21 Johnson Ave

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 21 Johnson Ave.

**Background:** Owner: Sallie Reese Estate c/o Mary H. Smith  
Permits: none  
Date Sub-Standard housing file was opened: March 10, 2022

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 March 31, 2022.

**Options:**

1. Set Public Hearing Date for May 24, 2022.
2. Other direction from Council.

**Funding:** Not Applicable

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

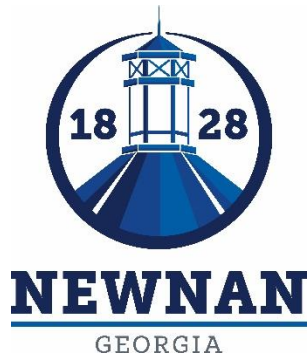
## **Previous Discussions with Council:**

March 31, 2022 - Council informed of conditions.









## City of Newnan, Georgia - Mayor and Council

Date: April 12, 2022

Agenda Item: Rezoning Request for RZ2022-02 by Alice Cornejo on behalf of DUI School of Coweta, Inc.; 0.27± acres located at 39 Main Street (Tax Parcel #N58 0004 007); Requested zoning of CGN (General Commercial District) for counseling services – **For Information Only**

Prepared By: Tracy S. Dunnivant, Planning Director

**Purpose:** To inform the City Council that RZ2022-02 is before the Planning Commission for consideration and a recommendation on the requested zoning classification.

Land Owners	Tax ID Numbers	Acreage	Location
DUI School of Coweta, Inc.	N58 0004 007	0.27± acres	39 Main Street

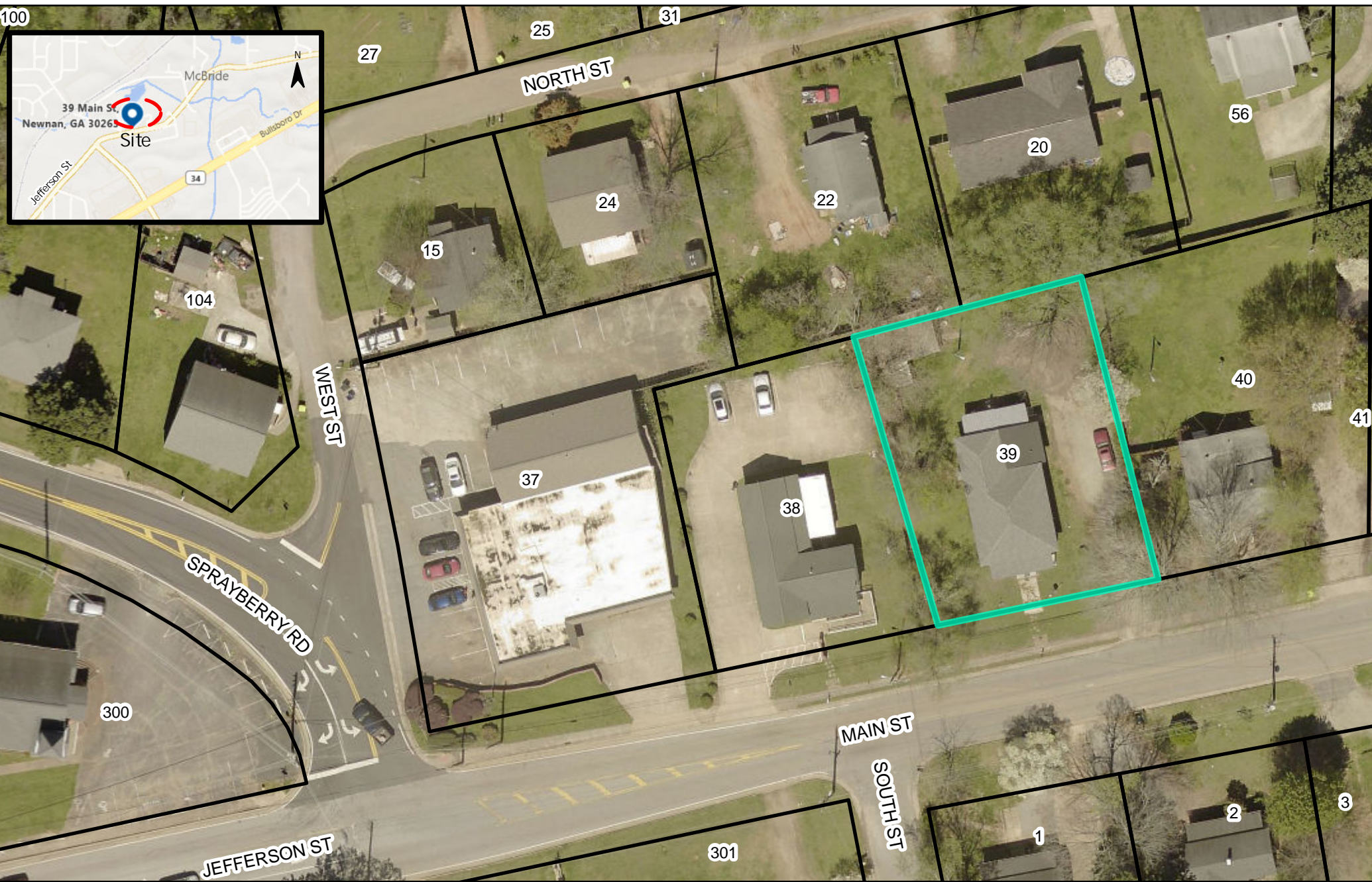
**Background:** The petitioner runs a DUI School in the structure located at 38 Main Street. She is requesting a zoning designation of CGN (General Commercial District) for the property located at 39 Main Street to allow the existing home to be used to provide counseling services related to her DUI school.

**Funding:** N/A

**Recommendation:** N/A

**Previous Discussion with Council:** None





# CITY OF NEWNAN



CITY OF NEWNAN  
 PLANNING DEPT.  
 25 LAGRANGE STREET  
 NEWNAN, GEORGIA 30263  
 www.cityofnewnan.org

Project Location

1 = 600 feet

Date: 4/4/2022 9:34 AM



RU-7 to CGN

— Project Location

Parcel # N58 0004 007

ADD 58

39 MAIN STREET  
 NEWNAN, GA 30263

March 25, 2022

Tracy S. Dunnavant  
Planning Director  
City of Newnan  
25 LaGrange St.  
Newnan, GA 30263

Re: 39 Main St., Newnan, GA

Dear Ms. Dunnavant:

I am respectfully requesting a change in the current zoning for the property referenced above from residential to commercial. I purchased this property at the end of 2021 for the purpose of utilizing it to extend the services provided by my business, DUI Scholl of Coweta, Inc. I plan to use the facility as a counseling center. Currently, I operate my business at 38 Main St., Newnan, GA which is next door to this property. Also, the property next door to me at the corner of Jefferson St. and Sprayberry Rd. is also commercial.

Please contact me at 404-916-5112 or at [asusan76@hotmail.com](mailto:asusan76@hotmail.com) should you have any questions or need me to provide any further information. I greatly appreciate the help and assistance you have provided me in making this request, and I greatly appreciate any help, advice, and assistance you can give me going forward in the pursuit of this matter.

Sincerely,



Alice Cornejo  
Owner  
DUI School of Coweta, Inc.





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

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

**NEWNAN**  
GEORGIA

**APPLICATION TO AMEND ZONING MAP**

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

Name of Applicant Alisa S. Cornejo

Mailing Address 4 ARBOR WAY Newnan, GA 30265.

Telephone 404.916.5112 Email: asusan76@hotmail.com

Property Owner (Use back if multiple names) \_\_\_\_\_

Mailing Address same

Telephone same

Address/Location of Property 39 MAIN ST Newnan, GA 30263.

Tax Parcel No.: N58-0004-007 Land Lot \_\_\_\_\_

District/Section - Size of Property (Square Feet or Acres) 0.27

Present Zoning Classification: RU-7 Proposed Zoning Classification: CGN

Present Land Use: residential

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

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

It is next to commercial zone uses. I have an existing BUS School and I need additional space for counseling services/Alcohol treatment  
If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made There are already two existing commercial properties and this one will just continue that zoning designation.

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



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Please attach all the following items to the completed application:

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

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

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

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

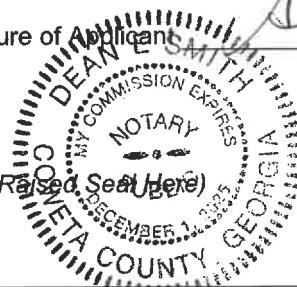
Sworn to and subscribed before me this

28<sup>th</sup> day of March, 2022

Signature of Applicant

Notary Public

(Affix Raised Seal Here)



**FOR OFFICIAL USE ONLY**

DATE OF PRE-APPLICATION CONFERENCE : \_\_\_\_\_

RECEIVED BY: Tracy S. Donnavant

DATE OF FILING: 03/28/2022

FILING FEE RECEIVED: \$525.00

DATE OF NOTICE TO NEWSPAPER: \_\_\_\_\_

DATE OF PUBLIC HEARING: \_\_\_\_\_

PLANNING COMMISSION RECOMMENDATION (DATE): \_\_\_\_\_

DATE OF TRANSMITTAL TO CITY COUNCIL: \_\_\_\_\_

CITY COUNCIL DECISION (DATE): \_\_\_\_\_



**NEWNAN**  
GEORGIA

City of Newnan, Georgia  
Attachment A  
**Proffered Conditions**

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

Please list any written proffered conditions below:

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

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Signature of Applicant's Representative

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Signature of Notary Public      Date

\_\_\_\_\_  
*(Affix Raised Seal Here)*



City of Newnan, Georgia

Attachment B

# Disclosure of Campaign Contributions & Gifts

**NEWMAN**  
GEORGIA

Application filed on March 28<sup>TH</sup>, 2022 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

39 Main St. Newnan, GA 30263.

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

All individuals, business entities, or other organizations<sup>1</sup> having a property or other interest in said property subject of this application are as follows:

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

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

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

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

[Signature]  
Signature of Applicant

Alice S Cornejo  
Type or Print Name and Title

\_\_\_\_\_  
Signature of Applicant's Representative

\_\_\_\_\_  
Type or Print Name and Title

[Signature] 3/28/22  
Signature of Notary Public Date



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



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

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

Name of Property Owner Alice Susan Gonyea / DUF School of Coweta, Inc.

Telephone Number 404.916.5112

Address of Subject Property 39 Main Street  
Newnan, GA 30263

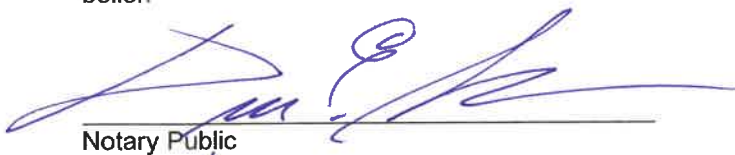
I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

  
Signature of Property Owner

Personally appeared before me

\_\_\_\_\_

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

  
Notary Public

3/28/22  
Date





City of Newnan, Georgia  
Attachment D  
**Attorney's Authorization**

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

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

\_\_\_\_\_  
(Signature of Attorney)

Name of Attorney \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_





City of Newnan, Georgia  
Attachment E  
**Rezoning Checklist**

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

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

**Note:** Please attach this form to the filing application.

MSB To: 1664980040 PARTICIPANT ID: CHARLES E. DICKENSON JR., PC, P.O. BOX 4488, CANTON, GA 30114

OK-5463 PG-476-476 D2021032802 FILES ON FILE CLERK OF COURT 11/27/2021 11:55 AM CINDY BROWN, CLERK SUPERIOR COURT COWETA COUNTY, GA

ADMINISTRATOR'S DEED

REAL ESTATE TRANSFER TAX PAID: \$17,000

PT-81038-2021-068455

CD21426 STATE OF GEORGIA COUNTY OF FITLTON

This Indenture made this 12 day of NOVEMBER in the year TWO THOUSAND TWENTY ONE, between

CARLA DENISE JOINER, AS ADMINISTRATOR OF THE ESTATE OF LORRINDA THOMPSON, DECEASED RESIDENT OF COWETA COUNTY, GEORGIA, (PROBATE COURT OF COWETA COUNTY, GEORGIA, ESTATE NO. 2021-979)

as party or parties of the first part, hereinafter called Grantor, and

DUI SCHOOL OF COWETA, INC., a Georgia corporation

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits)

WITNESSETH that: Grantor, acting under and by virtue of the power and authority as Administrator and for and in consideration of the sum of ONE DOLLAR and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that certain tract or parcel of land situate, lying and being in 5th Land District of Coweta County, Georgia, same as being Lot No. 39 according to a survey and plat of property of McIntosh Corporation made January 27, 1951, by T. Y. Mattox, County Surveyor, and recorded in Plat Book 1, Page 213, Office of the Clerk of Superior Court, Coweta County, Georgia, reference to which said plat is hereby made for a more complete and accurate description of the meter, courses, and distance of land herein conveyed.

Subject Property Address: 39 Main St, Newnan, GA 30263 Parcel ID: N38 9004 007

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances therof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FREE SIMPLE.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered 11/22/2021 in the presence of:

Witness Jason Holley

Notary Public

Carla Joiner (Seal) CARLA DENISE JOINER, AS ADMINISTRATOR AFORESAID



BK 02226 PG 430

FILED IN OFFICE  
CLERK OF  
SUPERIOR/JUVENILE  
COURT

2003 JUN 13 PM 12: 27

Real Estate Transfer Tax  
Paid \$ 77.40  
Date 6-13-03

JUDY E. BROWN, CLERK  
COWETA COUNTY, GA

RETURN TO:  
GLOVER & DAVIS, P.A.  
P.O. DRAWER 1038  
NEWNAN, GA 30264

*Judy E. Brown*

Clerk of Superior Court, Coweta Co. Ga.

Return Recorded Document to:  
GLOVER & DAVIS, P.A.  
10 Brown Street  
Newnan, GA 30264

**WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF COWETA

IN CONSIDERATION OF OTHER GOOD AND VALUABLE CONSIDERATION AND TEN (\$10.00) Dollars, the receipt whereof is hereby acknowledged, **William A. Killmeier**, (hereinafter called Grantor(s)) of Coweta County, Georgia does hereby give, grant, sell, alien, and convey unto **Collis M. Thompson, Jr. and Lorrinda D. Thompson**, (hereinafter called Grantee(s)) of Coweta County, Georgia, heirs and assigns, the following property, to-wit:

All that certain tract or parcel of land situate, lying and being in 5th Land District of Coweta County, Georgia, same as being Lot No. 39 according to a survey and plat of property of McIntosh Corporation made January 27, 1951, by T. Y. Mattox, County Surveyor, and recorded in Plat Book 1, Page 213, Office of the Clerk of Superior Court, Coweta County, Georgia, reference to which said plat is hereby made for a more complete and accurate description of the metes, courses, and distance of land herein conveyed.

together with all privileges and appurtenances thereto in anywise belonging in fee simple.

And the said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

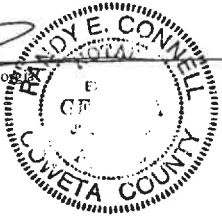
IN WITNESS WHEREOF, the said **William A. Killmeier** has hereunto set his/her hand(s), affixed his/her seal(s) and delivered these presents this **10th day of June, 2003**.

Signed, sealed and delivered in the presence of:

*Burtme Laird*  
\_\_\_\_\_  
Witness

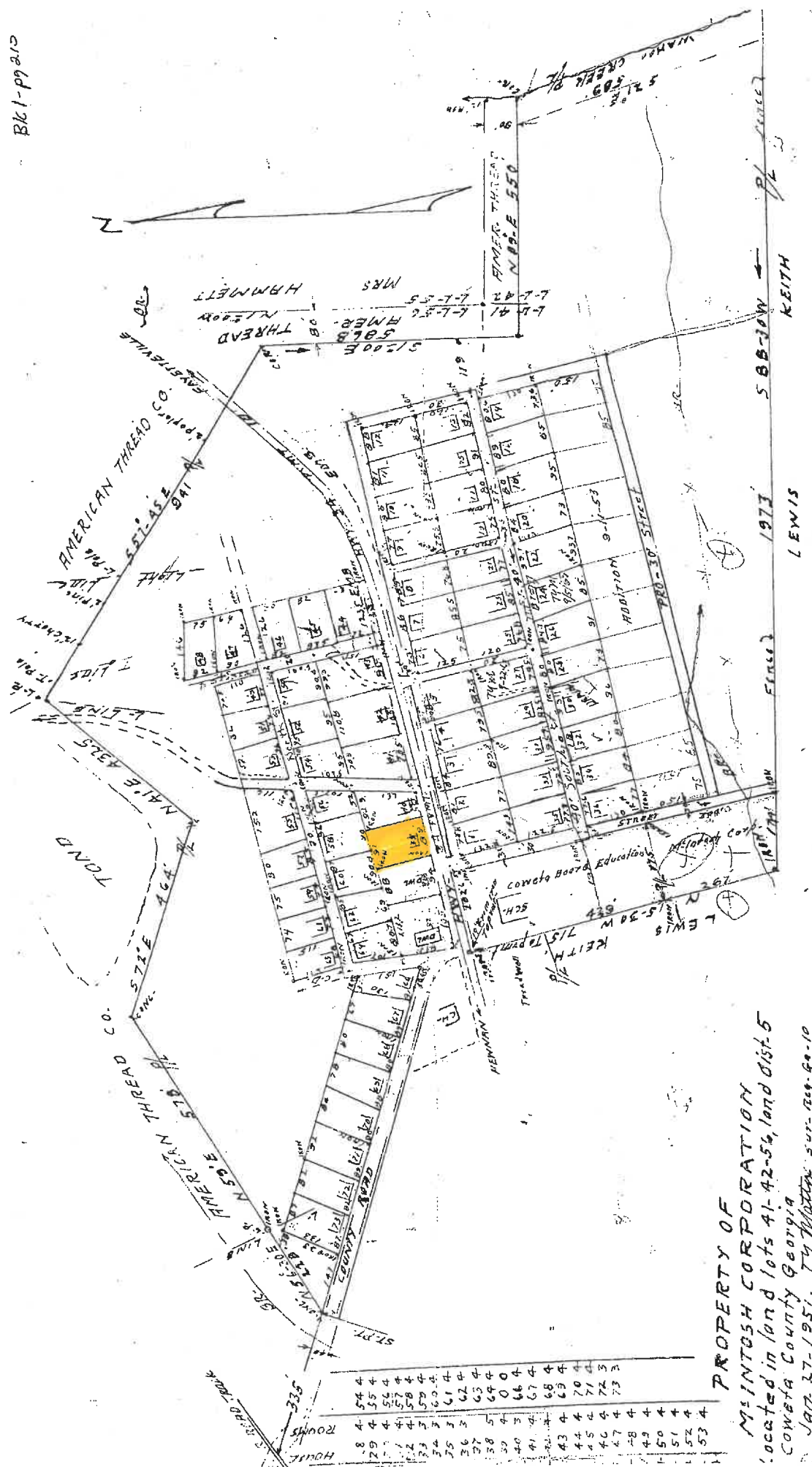
*William A. Killmeier*  
\_\_\_\_\_  
William A. Killmeier [SEAL]

*Judy E. Brown*  
\_\_\_\_\_  
Notary Public, State of Georgia  
My Commission Expires: \_\_\_\_\_  
[Seal]



\_\_\_\_\_  
[SEAL]

Bk1-pp210



PROPERTY OF  
 MINTOSH CORPORATION  
 located in land lots 41-42-55, land dist. 5  
 Coweta County Georgia  
 Jan. 27-1951. T. W. Mottley, surveyor. G.O. 10  
 Scale: 1" = 200'

84	4	54	4
83	4	55	4
82	4	56	4
81	4	57	4
80	4	58	4
79	4	59	4
78	4	60	4
77	4	61	4
76	4	62	4
75	4	63	4
74	4	64	4
73	4	65	4
72	4	66	4
71	4	67	4
70	4	68	4
69	4	69	4
68	4	70	4
67	4	71	4
66	4	72	3
65	4	73	3
64	4		
63	4		
62	4		
61	4		
60	4		
59	4		
58	4		
57	4		
56	4		
55	4		
54	4		
53	4		

31 NORTH STREET LLC  
#404 | 90F GLENDA TRCE  
NEWNAN, GA 30265

AJA INVESTMENT PROPERTIES LLC  
145 TEMPLE AVE  
NEWNAN, GA 30263

AYERS JEFF  
8547 FORREST RD  
GRANTVILLE, GA 30220

BEARD CHAD  
24 NORTH ST  
NEWNAN, GA 30263

BOOTH JOSHUA ALAN & JENNIFER NICC  
35 FIRST MANASSES WAY W  
SHARPSBURG, GA 30277

BUSSEY JOHN A & CHRISTINE, BUSSEY  
0033 SOUTH ST  
NEWNAN, GA 30263

CAMERON WILLIE BERNARD III  
P O BOX 72961  
NEWNAN, GA 30271

CORNEJO ALICE SUSAN  
75 OAK PARK SQ  
NEWNAN, GA 30265

CORNEJO PEDRO H  
75 OAK PARK SQ  
NEWNAN, GA 30265

DRAKE GREGORY K & ANN DRAKE  
45 GLISTENING GLENN CV  
NEWNAN, GA 30265

DUI SCHOOL OF COWETA INC  
38 MAIN STREET  
NEWNAN, GA 30263

HORNE KENNETH WAYNE JR  
P O BOX 73794  
NEWNAN, GA 30271

IGLESIA DE DIOS PUERTA AL CIELO (NE'  
ENTITY | P O BOX 72477  
NEWNAN, GA 30271

JAIMES RAUL & ORALIA FLORES  
843 MINIX RD  
SHARPSBURG, GA 30277

JOHNSON MICHAEL & LELA JOHNSON  
62 NORTH ST  
NEWNAN, GA 30263

KEITH SHARON, C/O NEWNAN-COWETA  
P O BOX 73619  
NEWNAN, GA 30271

MARTINEZ DONACEANO  
108 TWELVE SPRINGS ST  
NEWNAN, GA 30263

MC KOON BRENDA S  
P O BOX 2123  
CARROLLTON, GA 30112

MULLINS LIVING TRUST, PETER H & SHA  
70 WOODSTREAM DR  
NEWNAN, GA 30265

POPE FAMILY HOLDINGS LLC  
20 FONTAINE DR  
NEWNAN, GA 30263

REYNOLDS SANFORD GERALD ESTATE  
ESTATE | 3 MAIN ST  
NEWNAN, GA 30263

ROBERTS SARAH ROBERTSON  
41 W WASHINGTON  
NEWNAN, GA 30263

ROBERTSON CARL A JR  
41 W WASHINGTON ST  
NEWNAN, GA 30263

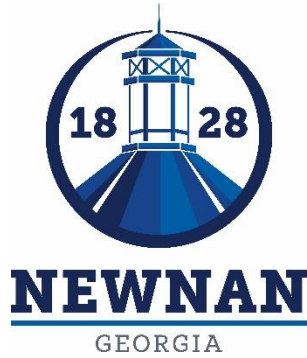
SELLS JAMES O  
213 COLLIERSTOWN WAY  
PEACHTREE CITY, GA 30269

SHULL AMY A  
595 GRAY GIRLS RD  
SENOIA, GA 30276

TEAGLE EDDIE & ANNETTE TEAGLE  
68 NORTH ST  
NEWNAN, GA 30263

ZIMMERMAN SCOTT JOHN  
145 SUMNER RD  
FAYETTEVILLE, GA 30214





## City of Newnan, Georgia - Mayor and Council

Date: April 12, 2022

Agenda Item: Rezoning Request for RZ2022-03 by Cher McWilliams; 0.22± acres located at 14 Lee Street (Tax Parcel #N05 0004 006); Requested zoning from OI-1 (Low Density Office and Institutional District) to RU-I (Urban Residential Dwelling District- Historical and Infill) to create a conforming use – **For Information Only**

Prepared By: Tracy S. Dunnivant, Planning Director

**Purpose:** To inform the City Council that RZ2022-03 is before the Planning Commission for consideration and a recommendation on the requested zoning classification.

Land Owners	Tax ID Numbers	Acreage	Location
Cher McWilliams	N05 0004 006	0.22± acres	14 Lee Street

**Background:** The petitioner is requesting a zoning designation of RU-I (Urban Residential Dwelling District- Historical and Infill) for the property located at 14 Lee Street. The property is currently being used as a house, which is not allowed in an OI-1 zoning district. The RU-I zoning would allow the existing home to no longer be a non-conforming use.

**Funding:** N/A

**Recommendation:** N/A

**Previous Discussion with Council:** None



**CITY OF NEWNAN**



CITY OF NEWNAN  
 PLANNING DEPT.  
 25 LAGRANGE STREET  
 NEWNAN, GEORGIA 30263  
 www.cityofnewnan.org

Project Location

1 = 600 feet

Date: 4/4/2022 9:49 AM



OI-1 to RU-I

Project Location

Parcel # N05 0004 006

ADD 73

14 LEE ST  
 NEWNAN, GA 30263

Cher McWilliams  
14 Lee Street  
Newnan, GA 30263

To whom it may concern:

I am requesting rezoning of my property located at 14 Lee street Newnan, GA 30263. The property is currently a residence and I believe it has been since being built in 1949. I purchased the property in April 2021 and I was not aware that the property was not zoned residential. The people I purchased the home from, had been using the dwelling as a residence. I am requesting that the property be rezoned so that I can build on to the existing structure, expanding the house slightly.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Cher McWilliams', with a long, sweeping horizontal line extending to the right from the end of the signature.

Cher McWilliams





1st

# CITY OF NEWNAN, GEORGIA Planning & Zoning Department

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

## APPLICATION TO AMEND ZONING MAP

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

Name of Applicant Cher McWilliams

Mailing Address 14 Lee Street Newnan GA 30263

Telephone 770-639-7603 Email: cher.mcwilliams@gmail.com

Property Owner (Use back if multiple names) Cher McWilliams

Mailing Address 14 Lee Street Newnan GA 30263

Telephone 770-639-7603

Address/Location of Property 14 Lee Street Newnan, GA 30263

Tax Parcel No.: N050004006 Land Lot \_\_\_\_\_

✓ District/Section \_\_\_\_\_ Size of Property (Square Feet or Acres) .22 (RV-1)

Present Zoning Classification: OI-1 Proposed Zoning Classification: Residential (RV-1)

Present Land Use: Residential house

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

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable. The house has always been a residence. I'm not sure why it's not zoned that way. It's Grandfathered in but I wouldn't be able to build back if destroyed.

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made. RV-1 is to the rear and west of the property.

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

N/A

Please attach all the following items to the completed application:

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

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

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

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

Sworn to and subscribed before me this

30 day of March, 2020

Signature of Applicant

*Stephanie...*

*[Handwritten Signature]*  
Notary Public



**FOR OFFICIAL USE ONLY**

DATE OF PRE-APPLICATION CONFERENCE : \_\_\_\_\_

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

DATE OF FILING: \_\_\_\_\_

FILING FEE RECEIVED: \_\_\_\_\_

DATE OF NOTICE TO NEWSPAPER: \_\_\_\_\_

DATE OF PUBLIC HEARING: \_\_\_\_\_

PLANNING COMMISSION RECOMMENDATION (DATE): \_\_\_\_\_

DATE OF TRANSMITTAL TO CITY COUNCIL: \_\_\_\_\_

CITY COUNCIL DECISION (DATE): \_\_\_\_\_





City of Newnan, Georgia  
Attachment A  
**Proffered Conditions**

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

Please list any written proffered conditions below:

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

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Signature of Applicant's Representative

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Signature of Notary Public                      Date

\_\_\_\_\_  
*(Affix Raised Seal Here)*



City of Newnan, Georgia  
Attachment B

# Disclosure of Campaign Contributions & Gifts

Application filed on April, 2024 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

14 Lee Street  
Newnan, GA 30263

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

All individuals, business entities, or other organizations<sup>1</sup> having a property or other interest in said property subject of this application are as follows:

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

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

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

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

Stephanie Cherry  
Signature of Applicant

Stephanie Cher McWilliams  
Type or Print Name and Title — owner

[Signature]  
Signature of Applicant's Representative

[Signature]      3/30/2024  
Signature of Notary Public      Date

Type or Print Name and Title



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



City of Newnan, Georgia  
Attachment C

# Property Owner's Authorization

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

Name of Property Owner Cher McWilliams

Telephone Number 770-639-7603

Address of Subject Property 14 Lee Street  
Newnan GA 30263

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

Stephanie McWilliams  
Signature of Property Owner

Personally appeared before me

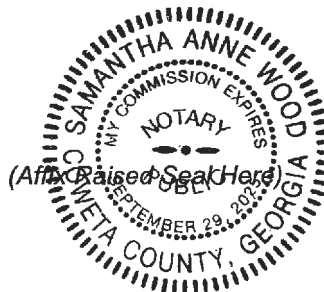
Stephanie McWilliams

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

Samantha Wood

Notary Public

3/30/2022  
Date





City of Newnan, Georgia  
Attachment D  
**Attorney's Authorization**

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

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

\_\_\_\_\_  
(Signature of Attorney)

Name of Attorney \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Date \_\_\_\_\_



City of Newnan, Georgia  
Attachment E  
Rezoning Checklist

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

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

**Note:** Please attach this form to the filing application.

DOC# 011696  
FILED IN OFFICE  
04/20/2021 02:28 PM  
BK=5304 PG=677-678  
CINDY G BROWN  
CLERK OF SUPERIOR COURT  
COWETA COUNTY

*Cindy G. Brown*

REAL ESTATE TRANSFER  
TAX PAID: \$235.00 /  
PT-61 038-2021-002732 /

LIMITED WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF COWETA

After Recording, Return To:

Carson B. Sears, Esq.  
Sanders, Haugen & Sears, P.C.  
Post Office Box 1177  
Newnan, Georgia 30264  
(File #22328-A)

THIS INDENTURE is made as of the 15th day of April, 2021, between DENISE WILKIN A/K/A DENISE WILKINS and MELISSA SCOTT (hereinafter referred to as "Grantor") and STEPHANIE C. MCWILLIAMS (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 grant, bargain, sell, alien, convey and confirm unto Grantee:

All that tract or parcel of land situate, lying and being in the City of Newnan, Fifth Land District, Coweta County, Georgia,, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

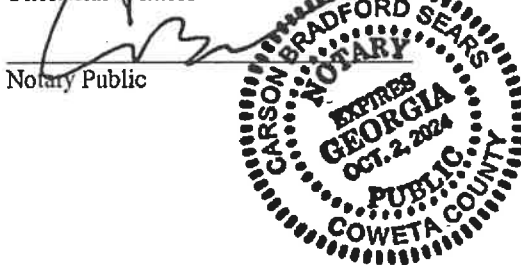
TO HAVE AND TO HOLD the Land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

IN WITNESS WHEREOF, the said Grantor have hereunto set their hands, affixed their seals, and delivered these presents this day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Chris Bass*  
Unofficial Witness



*[Signature]*  
Notary Public

*Denise Wilkin* (SEAL)  
Denise Wilkin

*Melissa Scott* (SEAL)  
Melissa Scott



EXHIBIT "A"

LEGAL DESCRIPTION

To Warranty Deed From Denise Wilkin a/k/a Denise Wilkins and Melissa Scott  
to Stephanie C. McWilliams

All that tract or parcel of land situate, lying and being in the City of Newnan, Fifth Land District, Coweta County, Georgia, and being Lots 6 and 7 of Block B, fronting on the Northside of Lee Street, according to Plat of the Berry Lee Subdivision of property of estate of said Gordon Lee and which plat is recorded in Deed Book 27, Pages 220-221, Clerk's Office, Coweta Superior Court, Coweta County, Georgia, Lot 6 fronts said Lee Street fifty (50) feet and runs back North to a depth of ninety-five (95) feet; Lot 7 fronts said Lee Street fifty (50) feet and runs back North to a depth of ninety-eight (98) feet.

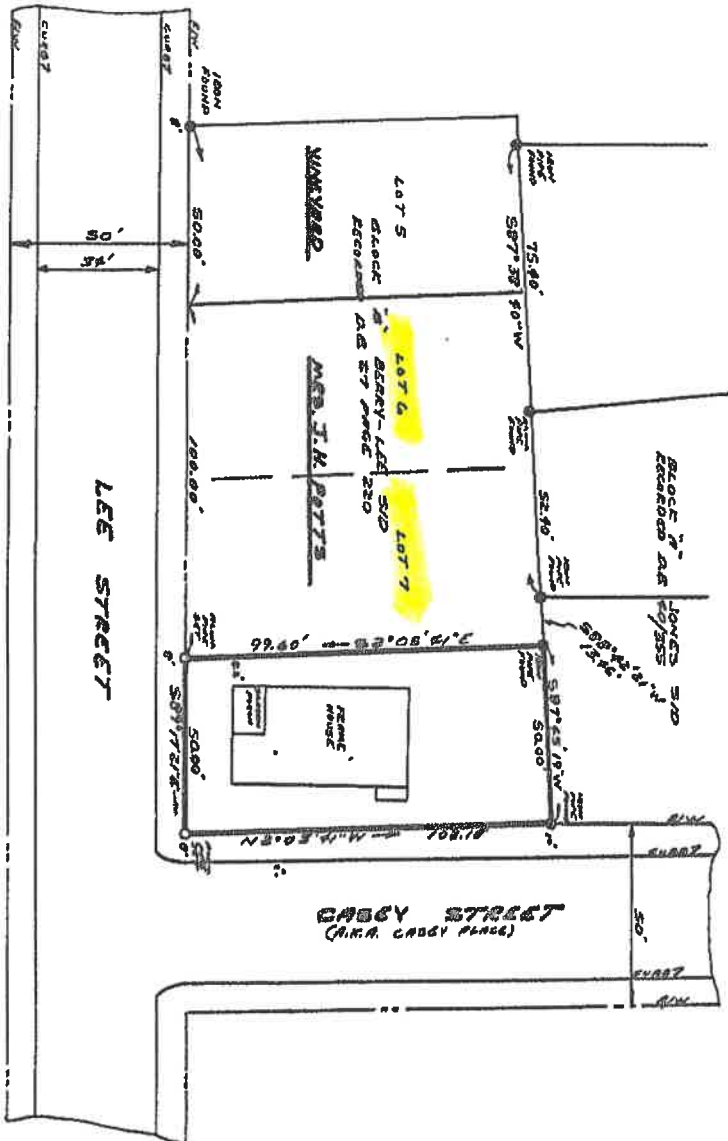
Said property being depicted as Lots 6 and 7 of Block B on that certain plat of survey for Thomas H. Carson, dated June 10, 1980, drawn by John R. Christopher, GA RLS No. 1766, recorded in Plat Book 27, Page 139, Coweta County, Georgia Records.

**DANIEL ROSS**  
P.A. 20 PAGE 251

**W.A. JENSEN**

**LANDGROSS**

**ELEANOR WINTERGARD**



GEORGIA, CONWY COUNTY, CLERK SUPERIOR COURT  
FILED IN OFFICE THIS 23 DAY OF June  
19 30 AT 12:02 P.M. RECORDED IN BOOK 27  
PAGE 139 THIS 23 DAY OF June 19 30

*Virginia Williams*  
CLERK 2-0-30

I HAVE THIS DAY EXAMINED THE  
F. OFFICIAL FLOOD HAZARD MAP  
AND FOUND THAT THIS PROPERTY  
IS LOCATED IN AN AREA  
DESIGNATED AS A SPECIAL FLOOD  
HAZARD AREA.

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



SURVEY FOR:		<b>THOMAS H. CRISON</b>	
SCALE: 1" = 30'	APPROVED BY:	DATE: 6-10-80	DRAWN BY:
			REVIEWED:
SURVEY BY: <i>J.R. Christopher</i>		DRAWING NUMBER: 79137	
LOT 6 BERRY-LEE S/D CITY OF NEWNAN - CONWY COUNTY GEORGIA			



53 PERRY STREET LLC  
53 PERRY ST  
NEWNAN, GA 30263

BELL CHRISTINE MARIE  
208 BOONE RD  
NEWNAN, GA 30263

BRONSON MARK W & THERESA A BRO  
401 WESTPARK CT | SUITE 200-3  
PEACHTREE CITY, GA 30269

BRYANT JULIE ANN  
2935 ROLLING RD  
MACON, GA 31204

BUDD WARREN C JR  
55 PERRY ST  
NEWNAN, GA 30263

BUGBEE WILLIAM F & BEGONA BUGBEE  
15 COCHRAN DR  
NEWNAN, GA 30263

BUZZNDOOLEY LLC  
1365 WINTERCREEK RD  
DUNWOODY, GA 30356

CARSON THOMAS H  
P O BOX 400  
NEWNAN, GA 30264

CROUCH DELIA T  
8 LEE ST  
NEWNAN, GA 30263

DOLLAR ROBERT  
49 MILLARD FARMER IND BLVD  
NEWNAN, GA 30263

FIVE CHICKENS LLC  
147 GREENRIDGE WAY  
NEWNAN, GA 30265

HEBBE CHRISTENE M  
12 COCHRAN DR  
NEWNAN, GA 30263

HOPPER ROSE JEANETTE OLDHAM  
8 COCHRAN DR  
NEWNAN, GA 30263

HYDE JOEL G  
4 COCHRAN DR  
NEWNAN, GA 30263

KIDD JAMES C & NINA HANDLEY KIDD  
15 LEE ST  
NEWNAN, GA 30263

KNIGHT TIMOTHY R  
P O BOX 521  
NEWNAN, GA 30264

MC WILLIAMS STEPHANIE C  
14 LEE ST  
NEWNAN, GA 30263

MPKP08 LLC  
2 AUGUSTA CT  
NEWNAN, GA 30265

MR HOUSE LLC  
P O BOX 95  
NEWNAN, GA 30264

PARADISE MGMT CO  
P O BOX 521  
NEWNAN, GA 30264

SAMS FLETCHER JR & FLETCHER SAMS  
5 CASEY ST  
NEWNAN, GA 30263

SCOTT COMMERCIAL SERVICES INC  
26 ANDREW ST  
NEWNAN, GA 30263

SIDE EYE REAL ESTATE LLC  
106 OAKDALE AVE  
PEACHTREE CITY, GA 30269

STEPHENS NEVELLE OWENS & E KELL  
15 CREPE MYRTLE  
NEWNAN, GA 30263

STG NEWNAN LLC, C/O RUTH BOLVIG, T  
8TH FLOOR | 133 LUCKIE ST  
ATLANTA, GA 30303

STG NEWNAN LLC, C/O RUTH BOLVIG  
TURNER ENTERPRISES | 133 LUCKIE ST  
ATLANTA, GA 30303

STG NEWNAN LLC  
8TH FLOOR | 133 LUCKIE ST  
ATLANTA, GA 30303

STORY ROXIE R & JAMES D REEVES  
514 HWY 29 S  
NEWNAN, GA 30263

TKM VENTURES LLC  
22 LEE ST  
NEWNAN, GA 30263

VEAL LINDA C & RONALD W VEAL  
1 CASEY ST  
NEWNAN, GA 30263

WICKMAN AARON  
7 COCHRAN DR  
NEWNAN, GA 30263



City of Newnan  
 25 LaGrange Street  
 Newnan, GA 30263

Phone: 770-254-2362  
 Fax: 770-254-2353

# Paid Invoice Summary

DATE	3/30/2022
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ACCOUNT : import account
Cher McWilliams
Phone: 7706397603

PERMIT NUMBER	RZN-22-0042
14 Lee St NEWNAN 0600 0788 Newnan, GA 30265	

Date	Reference Number	Invoice Number	FeeCat	Description	Status	Amount
3/30/2022	RZN-22-0042	22-00660	100.00.32.2215	Base Fee	Paid	(-) 500.00

Date	InvoiceNum	Status	Payment	Amount
3/30/2022	22-00660	Original Due		500.00
3/30/2022	22-00660	Paid	CreditCard VISA - CHERMCWILLIAMS	(-) 500.00

<b>Total Paid</b>	500.00
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## City of Newnan, Georgia - Mayor and Council

Date: April 12, 2022

Agenda Item: Consideration of a contract extension for Consulting Services for Disaster Recovery and FEMA Public Assistance

Prepared By: Ray Norton, Public Works Director

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### **Purpose:**

Newnan City Council may consider a 1-year contract extension to Goodwin Mills & Cawood's (GMC) existing contract for Consulting Services for Disaster Recovery and FEMA Public Assistance.

### **Background:**

On April 7, 2021 the City of Newnan issued a Request for Proposals (RFP) for Consulting Services for Disaster Recovery and FEMA Public Assistance after Newnan was impacted by an EF4 tornado that effected numerous public and private properties.

The RFP contemplated an initial term of one (1) year with an option to renew for four (4) consecutive one (1) year periods under the same terms and conditions.

On May 11, 2021 a contract was awarded to Goodwin Mills & Cawood for Debris Monitoring, Disaster Recovery and Emergency Planning Services.

Goodwin Mills & Cawood  
6120 Powers Ferry Rd NW  
Suite 200  
Atlanta Ga

Please note that the subject contract Consulting Services for Disaster Recovery and FEMA Public Assistance Services is for "on-call" purposes and will only be utilized in the event of an emergency.

### **Funding:**

1. FEMA
2. General Fund

### **Attachment:**

1. April 7, 2021 RFP
2. Contract dated May 11, 2021

### **Recommendation:**

City Staff recommends that the Newnan City Council consider extending the current contract with Goodwin Mills & Cawood for one (1) year.



**Previous Discussion with Council:**

Newnan City Council, in April 2021, awarded a contract for Consulting Services for Disaster Recovery and FEMA Public Assistance Services to Goodwin, Mills & Cawood.

**AMENDMENT TO THE DISASTER RECOVERY & FEMA PUBLIC ASSISTANCE AGREEMENT**

This agreement is between the City of Newnan (**City**) and Goodwyn Mills Cawood, LLC (**GMC**).

Whereas the City and GMC entered into a Professional Services Agreement (**PSA**) dated May 11, 2021.


The City and GMC hereby agree to amend the PSA as follows:

The agreement dated May 11, 2021 is for (1) year with the option to renew for four (4) consecutive one (1) year periods. This amendment is to renew the current contract for a second one (1) year period beginning May 11, 2022 and ending May 10, 2023 under the same terms and conditions.

The Parties have executed this Agreement effective as of the date set forth below.

GOODWYN MILLS CAWOOD, LLC

Date: MArch 1, 2022

By:   
Robert Ramsey  
Title: Executive Vice President, Disaster Recovery

CITY OF NEWNAN, SC

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Print name: Keith Brady  
Title: Mayor

# City of Newnan, Georgia

Request for Proposals  
for

## Consulting Services for Disaster Recovery and FEMA Public Assistance

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**Issue Date:** Wednesday, April 7, 2021

**Issued By:** City of Newnan  
Office of City Manager  
25 LaGrange Street  
Newnan, GA 30263

**Inquiries:** Hasco Craver, Assistant City Manager  
City of Newnan  
[hcraver@cityofnewnan.org](mailto:hcraver@cityofnewnan.org)

**Proposals Due:** Thursday, April 22, 2021 by 10:00 AM, EST  
**Bid Opening:** Thursday, April 22, 2021 at 10:00 AM, EST

## CITY OF NEWNAN, GEORGIA

### SECTION 1.

#### A. PURPOSE

The **City of Newnan**, Georgia, located 35 miles southwest of downtown Atlanta, on Interstate 85 South, and City seat of Coweta City, Georgia, is seeking Competitive Sealed Proposals from qualified organizations to provide Professional Consulting Services for Disaster Recovery and FEMA Public Assistance in accordance with the specifications and conditions contained in the RFP. This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

It is the intent to enter into a pre-event contract, which would result in no immediate cost to the City of Newnan, GA. The Contractor shall provide all materials and services necessary in the performance of this bid. The City of Newnan does not guarantee a minimum value for this contract.

For questions regarding this RFP must be submitted in writing via email to:  
Hasco Craver, Assistant City Manager  
[hcraver@cityofnewnan.org](mailto:hcraver@cityofnewnan.org)

No later than 5:00pm April 14, 2021.

#### B. SCHEDULE INFORMATION

This RFP has been issued on Wednesday April 7, 2021. All Firms interested in submitting a proposal **MUST SUBMIT all addendums if applicable with their proposal**. There will not be a pre-bid conference. It is the proposers responsibility to tract this bid process. All documents including any addendums will be posted on the City of Newnan's website at [www.cityofnewnan.org](http://www.cityofnewnan.org), under bid opportunities, Consulting Services for Disaster Recovery and FEMA Public Assistance.

1. Proposals shall be submitted by the RFP Submittal Deadline Thursday, April 22, 2021 at 10:00AM EST.
2. All questions regarding this solicitation must be submitted in writing via the provided email. Questions will be answered by issuance of an addendum and posted on the City website at [www.cityofnewnan.org](http://www.cityofnewnan.org). The last day for questions is April 14th.
3. Contact with other departments or City representatives without permission may render your proposal void.
4. The Proposer shall submit the proposal no later than Thursday, April 22 at 10:00am EST at which time all proposals will be opened. Proposals received later than the deadline will not be

considered.

5. Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
6. The City shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.
7. There will not be a pre-proposal conference. All prospective Proposers should review the RFP document and all Attachments and submit all questions and/or requests for additional information by the deadline of Wednesday, April 14<sup>th</sup> at 5:00 pm EST.
8. It is the intent and purpose of the City that this solicitation promotes competition. It shall be the Proposer's responsibility to advise Ronda Helton, Program Manager (Title VI Manager), in writing, via email at [rhelton@cityofnewnan.org](mailto:rhelton@cityofnewnan.org), or 25 LaGrange Street, Newnan, GA 30263, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Program Manager at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Program Manager.
9. Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify the City of any conflicts, errors, or discrepancies.
10. By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
11. Failure to submit all required information may be determined as a non-responsive proposal.
12. Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
  - 1) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or withdrawal and resubmission by submitting written notice to the City Manager's Office prior to the time set for proposal opening.
  - 2) After proposal opening, no changes in prices or other provisions of proposals, which are prejudicial to the interest of the City, shall be permitted.
  - 3) Except as otherwise allowed by law, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the City Manager's Office



## FACT SHEET

<b>Title of RFP:</b>	<b>Consulting Services for Disaster Recovery and FEMA Public Assistance</b>
<b>Date of Issue:</b>	<b>April 7, 2021</b>
<b>Last day to submit questions:</b>	<b>April 14, 2021 5PM</b>
<b>Date of final answers:</b>	<b>April 19, 2021 3PM</b>
<b>Proposal due date:</b>	<b>April 22, 2021 before 10AM</b>
<b>Copies of proposal required:</b>	<b>1 original, 5 copies plus 1 digital copy</b>
<b>Proposal opening date:</b>	<b>April 22, 2021 at 10AM</b>
<b>Proposal submission location:</b>	<b>Newnan City Hall, Office of the City Manager</b>
<b>Proposal opening location:</b>	<b>Newnan City Hall, Office of the City Manager</b>
<b>Project name:</b>	<b>Consulting Services for Disaster Recovery and FEMA Public Assistance</b>
<b>Site location/Size:</b>	<b>Newnan, GA</b>
<b>Funding source:</b>	<b>City of Newnan – FEMA Reimbursement</b>
<b>Firm selection schedule:</b>	<b>Target date of May 11, 2021 or ASAP</b>

### C. INSTRUCTIONS FOR PROPOSALS

Written responses to all written inquiries received by 5:00 PM ET, April 14, 2021 will be posted on the City’s website at [www.cityofnewnan.org](http://www.cityofnewnan.org) under bid opportunities, Consulting Services for Disaster Recovery and FEMA Public Assistance, as an addendum. It is the proposer’s responsibility to follow this bid process so that they will be aware of all addenda being posted prior to bid opening. Acknowledgement of all addenda is required. **No City staff or other officials associated with this RFP should be contacted regarding this RFP other than the City Official named below Doing so may result in disqualification.**

All inquiries regarding this RFP **Must** be in writing via email and addressed to:

Hasco Craver, Assistant City Manager  
[hcraver@cityofnewnan.org](mailto:hcraver@cityofnewnan.org)

An original, five (5) copies and one (1) digital copy of this RFP are to be submitted to:

Cleatus Phillips,  
 Newnan City Manager  
 25 Lagrange Street  
 Newnan, Georgia 30263

Proposals **must** be submitted no later than **10:00AM EST, April 22, 2021**. Proposals must be received in a sealed envelope or container marked “Competitive Sealed Proposals for “Consulting Services for Disaster Recovery and FEMA Public Assistance”. Place the Project name, and opening date on the submitting envelope or container.

**No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent**

1. All proposals shall be complete and carefully worded, and must convey all of the information requested by the City. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City and the City alone, will determine whether the variance is sufficient to warrant rejection of the proposal.
2. Proposals are to be prepared simply and, in a manner, designed to provide the City with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
3. The Proposer must clearly mark as "Confidential" each part of its proposal which it believes contains proprietary information, which could be exempt from disclosure from the Privacy Act of 1974. The City reserves the right to determine whether this information should be exempt from disclosure, and the Proposer agrees by submitting its proposal that no claim or legal action may be brought against the City or its agents for its determination in this regard.
4. The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).
5. The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS number, the Social Security Number of the individual issuing the proposal).
6. The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this information as a separate appendix to the proposal.
7. The Proposer shall clearly write in ink or type-write all prices and quotations.
8. A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
9. Each copy of the proposal should be bound in a single volume where practical.
10. This RFP may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the City Manager's Office.
11. Comments or discussions by City personnel relative to this solicitation shall not be binding on the City.
12. All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.
13. Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work contemplated under this RFP. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this RFP or any agreement reached with the City.

## **D. EVALUATION AND AWARD CRITERIA**

### **1. EVALUATION TEAM**

An internal Evaluation Team will conduct proposal evaluations.

### **2. AWARD CRITERIA**

The Evaluation Team shall evaluate each of the Proposals using the criteria and applying the percentages as set forth in the percentages below. The City reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will be scored and combined with prior scoring to determine the successful Proposer. The City is not obligated to accept the lowest cost proposal. The City may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. If made, the award will go to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service to the City. As further outlined below, the award, if any, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance, ability to provide support, overall cost, and the Proposer's references. Prior to award, the City may conduct such further discussions and negotiations as contemplated by, and allowed for under the City's Procurement Policy Guidelines. The City shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby. The internal Evaluation Team will make their recommendation to the City Council.

1. Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. Document by references and other means. 30%
2. Firm qualifications and experience 20%
3. Project Approach - understanding of the work to be performed 20%
4. Price proposal / Fee Schedule 20%
5. Technical approach – quality of package (requested information provided, presentation, etc.) 10%

Total possible cumulative percentage is 100%

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the City are financially responsible and able to demonstrate sufficient evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the award. The City may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to the City all such information and data as the City may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to perform. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

### **3. AWARD OF CONTRACT**

If awarded, the Notice of Award will be posted on the City's website at: [www.citynewnan.org](http://www.citynewnan.org). The award shall be made to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the City based on the criteria discussed herein.

If awarded, the Agreement will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of the City. The City will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The agreement between the City and the successful Proposer will incorporate this entire solicitation, all applicable amendments, and the successful Proposer's proposal.

## **E. CONTRACT MATTERS**

### **1. EXECUTION OF AGREEMENT.**

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the City within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

### **2. DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS**

When the Successful Proposer delivers the executed Agreement to the City, the Successful Proposer shall also deliver to the City such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

### **3. CHANGE ORDERS**

All change orders must be authorized in writing by the City Manager. The City shall not be bound to any change in the original purchase order or contract without prior written approval of the City Manager or City Council

### **4. SUBCONTRACTS**

Proposer shall not subcontract work hereunder without the prior written consent of the City, and any such subcontract without consent of the City shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the City the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The City shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed subcontractor without the City's prior written authorization. Notwithstanding any consent by the City to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the City for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, nor the City's authorization of Proposer's agreement with a subcontractor, the City's inspection of a subcontractor's facilities or work, or any other action taken by the City in relation to a subcontractor shall create any contractual relationship between any subcontractor and the City. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall present a copy thereof to the City before commencement of any work by a subcontractor. Proposer's violation of this provision shall be grounds for the City's termination of any agreement with Proposer for default, without notice or opportunity for cure. In addition, by

submitting a response to this RFP, Proposer agrees to indemnify, defend, and hold the City harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the City to investigate, defend, or settle any such claim.

## F. GENERAL INFORMATION

1. The Successful Proposer shall take affirmative action in complying with all federal, state and local labor and employment laws.
2. Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.
3. Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that it cannot complete its response without additional information, it may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.
4. Oral explanations and/or instructions given before the award shall not be binding on the City. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, provided that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.
5. All amendments to and interpretations of this solicitation shall be in writing and signed by an authorized representative of the City. Any amendments or interpretations that are not signed and in writing shall not legally bind the City or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, email (with signed amendment scanned and attached in PDF), to the Program Manager ([rhelton@cityofnewnan.org](mailto:rhelton@cityofnewnan.org))

## F. INSURANCE REQUIREMENTS

In order to contract with the City of Newnan City Council, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Newnan City Council as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Newnan City Council as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles, with the City of Newnan City Council as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Newnan City Council.
- All insurance policies must provide that the City of Newnan City Council will be notified

- within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to above requirements, of at least \$1,000,000 each claim.

## **G. SUBMITTAL REQUIREMENTS**

1. Name, address, telephone number, email address of company.
2. List of current stockholders, officers or principals of the company and a current organizational chart for the company.
3. List the contract completion dates of at least two similar projects
4. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
5. Submit information describing the company's safety program and substance abuse program.
6. Submit information describing your company's quality control program.
7. Describe how your company will provide job site security.
8. Submit a sample contract for the performance of the work outlined in this RFP.

## **H. RESERVED RIGHTS**

Issuance of this RFP does not constitute a commitment on the part of the City of Newnan to award a contract pursuant to this RFP.

1. The City shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the City's best interest.
2. The City shall reserve the unqualified right to waive technicalities or irregularities of any kind in responses to this RFP.
3. In all cases, the City shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.
4. The City may reject any proposal that fails to conform to the essential requirements of this RFP.
5. The City may reject any proposal that does not conform to the applicable specifications unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the RFP.
6. The City may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
7. The City may reject a proposal when the Proposer imposes conditions that would modify requirements of this RFP or limit the Proposer's liability to the City, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the City may reject proposals in which the Proposer:
  - I. Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined;
  - II. Fails to state a fee schedule, if one is required.
  - III. A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as



distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.

- IV. Any proposal may be rejected if the City Manager's Office determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
- V. Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
- VI. Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason is given and a determination otherwise is made.
- VII. The City Manager's Office must reject Proposals received from entities determined to be non-responsible.
- VIII. The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the documents relating to the RFP.
- IX. After submitting a proposal, if all of a Proposer's assets, or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the City Manager's Office shall reject such a proposal.

#### **I. OWNER QUESTIONS**

Any vendor that submits a proposal may be requested to provide additional information to the City of Newnan. Such information is only for the purpose of clarification and in no way changes the vendor's proposal as originally submitted. The City of Newnan reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

#### **J. COSTS OF PROPOSALS**

The City of Newnan is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP.

#### **K. EQUAL OPPORTUNITY**

The City of Newnan prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The City of Newnan will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any bank doing business with the corporation provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to the Corporation.

#### **L. ACCESS TO PUBLIC RECORDS ACT NOTICE**

Each vendor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

## **M. GENERAL CONDITIONS**

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. The Firm has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
4. The Firm has not solicited or induced any person, firm or corporation to refrain from bidding.
5. The Firm has not sought by collusion to obtain for itself any advantages over any other bidder or over the City of Newnan.

## **N. DRUG FREE WORKPLACE**

The City of Newnan is a drug free work place and contractors are to abide by the Federal Drug Free Workplace Act of 1988 41 U.S Code § 8102.

## **O. IMDEMINIFACATION**

Proposer shall indemnify, defend, and hold harmless the City, its employees, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer's work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the City or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the City. Upon request of the City, Proposer shall, at no cost or expense to the City, defend any suit asserting a claim for any loss, damage, or liability specified above, and Proposer shall pay any costs and attorney's fees that may be incurred by the City in connection with any such claim or suit or in enforcing the provisions of this paragraph.

**P. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM**

The City of Newnan participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The Act is explained in detail in this document. *Additionally, there are three documents included that must be completed and returned to the City of Newnan with your bid package, as applicable.* These are:

1. Contractor Affidavit and Agreement
2. Subcontractor Affidavit – if applicable
3. Sub-subcontractor Affidavit – if applicable

Failure to return the completed documents, if required, shall result in disqualification of the bid in its entirety

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same. Please sign below to acknowledge you have read and understand the RFP requirements.

PROPOSER

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Consulting Services for Disaster Recovery and FEMA Public Assistance

## STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION

(STATE OF GEORGIA)  
(CITY OF NEWNAN)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
- (2) The Proposer hereby provides the following representations and assurances:
  - (a) The Proposer represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this RFP, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 3 (the "Proposal Form") of this RFP. The Proposer further represents that it has correlated its Proposal with the requirements of this RFP; and
  - (b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this RFP; and
  - (c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this RFP; and
  - (d) The Proposer has not colluded with other Proposers possibly interested in this RFP in arriving at or determining prices and conditions to be submitted; and
  - (e) No person associated with Proposer's firm is an employee of the City. Should Proposer, or Proposer's firm have any currently existing agreements with the City, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - (f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

\_\_\_\_\_  
NAME OF FIRM

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION 2.

## **INTRODUCTION**

The City request proposals for assistance to support the City's Disaster Recovery operations and FEMA Public Assistance preparation to expedite financial recovery and mitigation to minimize impacts from future disasters. This will include, but not limited to, reporting, and other consulting services associated with damages sustained as a result of any future disasters that may arise. The selected consultant shall possess demonstrated experience in disaster recovery programs, and have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all applicable federal, state, and local laws, regulations, executive orders and FEMA requirements.

**The executed contract will meet all rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2CFR 200.317 through 200.236 and Appendix II.**

## **SCOPE OF SERVICES**

The Services to be provided are expected to include, but not limited to the following:

### **FEMA Public Assistance Advisory Services:**

Provide assistance to the City with regard to disaster recovery efforts and compliance with applicable local, State, and Federal laws, regulations, executive orders, and FEMA requirements.

Provide guidance in recovering reimbursement for the repair/replacement of the loss of critical infrastructure.

Collaborate with City staff and others, as needed, on project formulation, including damage assessments, information gathering, project development, preparation of project worksheets, to the Federal Emergency Management Agency (FEMA).

Attend all meetings with FEMA, state and insurance representatives, as well as, participate regularly with the City's designated FEMA workgroup. The awarded Firm will attend in-person meetings as required.

Identify and communicate risks within the City's operation that could preclude its ability to optimize reimbursement.

Assist with the management of /FEMA-administered and/or other Federal or State grants.

Assist the City in establishing pragmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.

Generate project extension requests and amendments when necessary, and any other reports or documents to ensure grant reimbursement eligibility is not de-obligated.

Provide engineering, planning and permitting as required as a result of damages from disasters within the City of Newnan

- A cost proposal will be required for any and all projects as they are identified.

Develop and execute a process/system for the City, from inception through the project closeout, to prepare and submit its disaster recovery program; this is to include documentation, procurement, contracts, payroll, and grant submission support.

Develop and execute processes for obtaining, analyzing and gathering field documentation; including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Develop improved and/or alternate project requests for FEMA and/or other Federal or State grants. Develop Hazard Mitigation Strategies and Proposals, as appropriate. Assist with the submission of first and second appeals to FEMA, as appropriate.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.

Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.

### **Financial Payroll and Grant Management**

Ensure City disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of City personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the City through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of



contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform interval review and reconciliation of actual project spending to ensure project costs are accurately captured.

**Procurement and Contract Management/Monitoring Support**

Ensure City disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by federal, state or other agencies.

Possess the expertise to assist in the review of City Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.

Ensure City documentation is sufficient to respond to audits and reviews.

**Information Technology & Data Management**

Possess the expertise to assist City staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the City to properly collect data and document information as necessary to optimize compliance with federal, state, or other agencies.

Ensure City documentation is sufficient to respond to audits and reviews.

**Insurance and Other Funding Support**

Review and understand the City's insurance coverage in order to ensure the City's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by federal, state, or other agencies.

Develop process to assist the City in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the City with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs. Ensure there are no duplications of funding or submissions if varying agencies are involved.

**Hazard Mitigation Support**

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the City in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure City hazard mitigation programs comply with laws, regulations and guidelines as required by federal, state or other agencies.

**Emergency Management Support Services**

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

**CFR 200 Compliance Language – Procurements**

While assisting the City with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local Procurement Rules, Regulations and/or Ordinances, etc.

**Vendor Billing**

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City. Vendor invoices will be categorized by: project code and must include:

- Name
- Position
- Billing Rate
- Total Hours
- Costs
- Project
- Sub-task

**Term of Contract**

The proposed stand-by contract will be for one (1) year with the option to renew for four (4) consecutive one (1) year periods, under the same terms and conditions.

Should a contract renewal be desired, written request for said renewal shall be submitted in writing by at least forty-five (45) days prior to the end of the current contract period. Should the contractor wish to request an increase in cost, it will be the contractor’s responsibility to submit a written request for such contract adjustments within ten (10) days after receipt of the City’s contract renewal notice to the City Manager’s Office for approval.

If approved, any change in the contract cost will be effective in an amount equivalent to the percentage increase for the previous calendar year (Jan – Dec), using the Consumer Price Index (CPI-U, South Region, All Items), as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As s The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Sub-Contractors:**

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract, see Page # 25 under Section 4, D Subcontractors.

Each Respondent must provide a list of Sub-Contractors, Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub- contractors to furnish and perform the work proposed.

### SECTION 3.

## PROPOSAL FORM

Name of Firm: \_\_\_\_\_

To: City of Newnan, GA

### **Re: CONSULTING SERVICES FOR DISASTER RECOVERY AND FEMA PUBLIC ASSISTANCE**

Pursuant to this RFP, including all accompanying and referenced documents, the undersigned submits the following:

A description of corporate qualifications and relevant experience of the undersigned, including, without limitation, a thorough summary of the undersigned's qualifications to perform the work required, the general qualifications and technical competency of the individuals in the firm, the specific qualifications and technical competency of the individuals to be involved in the project. List all certifications and the number of staff certified in each area. Include the name and experience of the Project Manager, and a comprehensive list of similar projects he/she has completed in the past ten (10) years, to include the name and telephone number of the undersigned's contact persons for such projects. **Attach as Schedule A: Qualifications**

A detailed description of the general experience of the firm and examples of specific experience on projects of similar scope. Describe what differentiates your company and proposal from your competitors. Questions and References detailed in Section 5 will be applicable to this Experience section for the Evaluation Criteria. **Attach as Schedule B: Experience**

A detailed description of how the project is to be approached and completed. Address all items requested in the Scope of Services section. **Attach as Schedule C: Project Approach**

The name, experience, qualifications, and percentage of work to be performed by any subcontractors who shall receive any subcontract. Include copies of all subcontractor licenses and certificates; explanation of method and reason for selection; subcontractor compensation; and subcontractor billing rate. **Attach as Schedule D: Subcontractors**

Due to the scope of this project, compensation shall be based on the selected firm's rate schedule. Respondents are requested to provide a rate schedule with their proposal, which may be marked "CONFIDENTIAL", and will not be subject to disclosure as part of the public record. **Attach as Schedule E: Compensation**

Cost Center Tracking: The services provided under this contract should be eligible for reimbursement as a direct administrative cost (reference Disaster Assistance Policy DAP9525.9, Section 324 Management Costs and Direct Administrative Costs and Recovery Policy 9525.14, Grantee Administrative Costs). To maximize The City's ability to recover the cost of services provided under this contract, the Firm shall track time on a project by project basis. Invoices submitted to the City for payment must reflect this project by project breakdown and must provide

sufficient backup documentation to ensure reimbursement eligibility. **Attach as Schedule F: Sample of project by project breakdown / sample invoice.**

Attach a statement that the undersigned will comply with the insurance requirements. **Attach as Schedule G: Insurance.**

Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement.

It is understood and agreed that if awarded, the party making the Proposal will execute and deliver to the City the Agreement, as well as, certificates of insurance on or before the tenth (10th) day following receipt of City's Notice to Proceed.

It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the City within the time specified, the Proposal security shall be forfeited to the City.

The party making the proposal hereby certifies that it has all required licenses necessary to provide all services contemplated in this RFP; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

It is understood and agreed that if requested by the City, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the City sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.

The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of Georgia.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**COMPANY INFORMATION**

1. Firm: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Telephone: \_\_\_\_\_

4. Entity Type: Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

5. License Number/s: \_\_\_\_\_

Class: \_\_\_\_\_

License Holder: \_\_\_\_\_

6. Have you or any of your principals ever been licensed under a different name or different license number? \_\_\_\_\_

If yes, give name and license number:

\_\_\_\_\_

7. Attach Organizational Chart

8. Number of years in the industry: \_\_\_\_\_

9. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, give dates, names, and addresses of surety and details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm.

\_\_\_\_\_



If Yes, explain:

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12. Have you or any of your principals ever failed to complete a contract in the last three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain:

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13. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the City of Newnan? \_\_\_\_\_

If Yes, explain:

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14. Please attach a list of at least three (3) references where you had contracts of similar nature within the last three (3) years. Include their name, address, phone number, contact as well as original contract amount and type of contract.

15. Please attach resumes of person (s) who will serve under our contract and of the person that will be the City of Newnan's point of contact.

16. How many employees are in your company? \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of Georgia that the foregoing Information Required of the Firm making the Proposal provided by me herein is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Name of Entity: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Affix Seal

# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM OVERVIEW

## **I. Federal Work Authorization Program Registration**

As of July 1, 2007, the Georgia Security and Immigration Compliance Act (GSICA) requires counties and other public employers, along with contractors and subcontractors doing business with public agencies, to register and participate in a federal work authorization program to verify work eligibility of all new employees.

*[OCGA § 13-10-91 (a)]*

**Registration/Access.** According to regulations of the Georgia Department of Labor, the applicable federal work authorization program is the “E-Verify Program” operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) and the Department of Homeland Security (DHS). An employer’s participation in E-Verify is currently free to employers. Users can access the web-based program at <https://www.vis-dhs.com/EmployerRegistration>. To participate, an employer must register online and accept the electronic Memorandum of Understanding (MOU). If you need assistance in completing the registration process or need additional information relating to E-Verify, call the USCIS Verification Office toll free at 1-888-464-4218.

*[Georgia Department of Labor Rules, §§ 300-10-1-.01 and .02]*

**Certification of Registration and Participation.** Each county and other public employer must certify that it has registered and is participating in the E-Verify Program. For counties, certification is accomplished by transmitting a copy of all documents required for registration and participation including the required Memorandum of Understanding and the E-Verify Program ID number to the chairman/CEO/mayor of the county or consolidated government.

*[Georgia Department of Labor Rules, § 300-10-1-.04]*

**Monitoring New Employee Work Eligibility.** Each county and other public employer must designate an individual to monitor compliance with the employee eligibility verification requirements of the new law and maintain necessary records.

*[Georgia Department of Labor Rules, § 300-10-1-.05]*

## **II. Agreements Between Public Employers and Contractors/Subcontractors**

The GSICA also phases in a requirement that bars counties and other public employers from entering into agreements with contractors/subcontractors for the “physical performance of services” unless the contractor/subcontractor registers and participates in a federal work authorization program to verify work eligibility. Under GSICA, a subcontractor is defined to include subcontractors, contract employees, staffing agencies, or contractors.

*[OCGA § 13-10-91 (b)(1) and (2) and Georgia Department of Labor Rules, § 300-10-1-.02]*

**Phase-In Schedule.** The contracting requirements of the GSICA are to be implemented as follows:

- (a) Beginning July 1, 2007, public employers, contractors and subcontractors with 500 or more employees.
- (b) Beginning July 1, 2008, public employers, contractors and subcontractors with 100 or more employees.
- (c) Beginning July 1, 2009, all public employers, contractors and subcontractors.

*[OCGA § 13-10-91 (b)(3) and Georgia Department of Labor Rules, § 300-10-1-.02]*

**Evidence of Contractor/Subcontractor Compliance.** Each agreement between a public employer and a contractor/subcontractor for the physical performance of services will have to include a provision that compliance with OCGA § 13-10-91 is a condition of the contract. In addition, each contract must include a requirement that the contractor/subcontractor execute an affidavit verifying compliance with OCGA § 13-10-91. The affidavit must be in a form consistent with the sample affidavits included in the Georgia Department of Labor Rules.

*[Georgia Department of Labor Rules, §§ 300-10-1-.03 and .07]*

**Public Transportation Contracts.** The Georgia Department of Labor Rules apply generally to contracts between a public employer and a contractor/subcontractor. Exception: rules and forms related to agreements relating to “public transportation” are to be promulgated by GDOT.

*[OCGA § 13-10-91 (d)]*

### **III. Access to Federal, State and Local Benefits**

Counties and other public agencies must verify that a person who applies for federal, state or local benefits (as defined in 8 U.S.C. Sections 1611 and 1621) is lawfully within the United States by requiring the applicant to sign an affidavit specifying that he or she is a citizen, legal permanent resident, or a qualified alien or nonimmigrant.

*[OCGA § 50-36-1]*

**Verification.** For aliens seeking benefits that claim to be lawfully present in the U.S., eligibility for benefits must be determined through the Systematic Alien Verification of Entitlement (SAVE) program operated by the U.S. Citizenship and Immigration Services (USCIS) and Department of Homeland Security (DHS). To join the SAVE Program and acquire access to the VIS-CPS (Verification Information System (VIS), Customer Processing System (CPS)) to perform immigration status verification, an agency must first establish a Memorandum of Understanding (MOU) with the SAVE Program, and then establish a purchase order with the SAVE Program contractor to pay for VIS-CPS transaction fees. Access to SAVE is subject to USCIS resource limitations or other legal or policy criteria. To request participation in SAVE and to begin the MOU process, please access the following website to register:

<https://www.vis-dhs.com/agencyregistration>. For more information on the SAVE Program, please call 1-888-464-4218.

**Public Benefits Defined.** Generally, public benefits are defined to include any grant, contract, loan, professional license, or commercial license provided by federal, state or local government; and, any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment assistance or similar benefit. [8 U.S.C. Sections 1611 and 1621]

**Benefits Excluded.** Generally, the verification requirements do not apply when the following public benefits are applied for:

- (1) Treatment of emergency medical conditions;
- (2) Short term, non-cash emergency disaster relief;
- (3) Immunizations;
- (4) Certain in kind programs or services (such as soup kitchens and crisis counseling) delivered by public and nonprofit agencies that are necessary for the protection of life or safety when approved by the U.S. Attorney General;
- (5) Prenatal care;
- (6) Postsecondary education under specified circumstances;
- (7) Certain community development assistance or financial assistance programs administered by HUD; and
- (8) Other Federal programs including certain social security and medicare benefits under specified conditions. [OCGA § 50-36-1 (c) and 8 U.S.C. Sections 1611 and 1621]

Note that it is unlawful for a county or other public agency to provide any federal, state or local benefit in violation of *OCGA § 50-36-1*. An annual report is to be prepared regarding the requirements of the new law.

Regarding the details of the verification requirements, benefits covered and exclusions, please see the Federal statutes cited above.

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of \_\_\_\_\_ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number      Date of Authorization

\_\_\_\_\_  
Name of Contractor      Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Contractor) on behalf of \_\_\_\_\_ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-contractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	Date of Authorization
Name of Subcontractor	Name of Project
Name of Public Employer	

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_.

Signature of Authorized Officer or Agent	Printed Name & Title of Authorized Officer or Agent
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SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.

## Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and \_\_\_\_\_ Contractor) on behalf of \_\_\_\_\_ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.



**Conflict of Interest Statement**

As a duly authorized representative of the firm \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for The City of Newnan, GA Government, that no employee of The City of Newnan, GA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for The City of Newnan, GA Government.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Officer's Oath**

As a duly authorized representative of the firm involved in the bidding for or procuring the contract \_\_\_\_\_ I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## Indemnity Agreement

This indemnity agreement made and entered into in favor of CITY OF NEWNAN a municipal corporation, by \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ has submitted a bid to CITY OF NEWNAN so as to provide \_\_\_\_\_

NOW, THEREFORE, as an additional consideration in CITY OF NEWNAN awarding the bid to \_\_\_\_\_

\_\_\_\_\_ agrees to indemnify and hold harmless CITY OF NEWNAN, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of CITY OF NEWNAN, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to CITY OF NEWNAN's sole negligence or willful misconduct of CITY OF NEWNAN.

\_\_\_\_\_ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the \_\_\_\_\_ pursuant to proper corporate authority day of \_\_\_\_\_, 2021.

[CORPORATE NAME]

By: \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

[Affix Corporate Seal]



## City of Newnan, Georgia - Mayor and Council

Date: April 12, 2022

Agenda Item: Consideration of a contract extension for Debris Monitoring, Disaster Recovery and Emergency Planning Services

Prepared By: Ray Norton, Public Works Director

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### **Purpose:**

Newnan City Council may consider a 1-year contract extension to Goodwin Mills & Cawood's (GMC) existing contract for Debris Monitoring, Disaster Recovery and Emergency Planning Services.

### **Background:**

On April 7, 2021 the City of Newnan issued a Request for Proposals (RFP) for Debris Monitoring, Disaster Recovery and Emergency Planning Services after Newnan was impacted by an EF4 tornado that effected numerous public and private properties.

The RFP contemplated an initial term of one (1) year with an option to renew for four (4) consecutive one (1) year periods under the same terms and conditions.

On May 11, 2021 a contract was awarded to Goodwin Mills & Cawood for Debris Monitoring, Disaster Recovery and Emergency Planning Services.

Goodwin Mills & Cawood  
6120 Powers Ferry Rd NW  
Suite 200  
Atlanta Ga

Please note that the subject contract for Debris Monitoring, Disaster Recovery and Emergency Planning Services is for "on-call" purposes and will only be utilized in the event of an emergency.

### **Funding:**

1. N/A

### **Attachment:**

1. April 7, 2021 RFP
2. Amendment to the Debris Monitoring Services Agreement

### **Recommendation:**

City Staff recommends that the Newnan City Council consider extending the current contract with Goodwin Mills & Cawood for one (1) year.

**Previous Discussion with Council:**

Newnan City Council, in April 2021, awarded a contract for Debris Monitoring, Disaster Recovery and Emergency Planning Services to Goodwin, Mills & Cawood.

**AMENDMENT TO THE DEBRIS MONITORING SERVICES AGREEMENT**

This agreement is between the City of Newnan (**City**) and Goodwyn Mills Cawood, LLC (**GMC**).

Whereas the City and GMC entered into a Professional Services Agreement (**PSA**) dated May 11, 2021.

The City and GMC hereby agree to amend the PSA as follows:

The agreement dated May 11, 2021 is for (1) year with the option to renew for four (4) consecutive one (1) year periods. This amendment is to renew the current contract for a second one (1) year period beginning May 11, 2022 and ending May 10, 2023 under the same terms and conditions.

The Parties have executed this Agreement effective as of the date set forth below.

GOODWYN MILLS CAWOOD, LLC

Date: March 1, 2022

By: *Robert Ramsey*  
Robert Ramsey  
Title: Executive Vice President, Disaster Recovery

CITY OF NEWNAN, SC

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Print name: Keith Brady

Title: Mayor

# City of Newnan, Georgia

## Request for Proposals for

### Debris Monitoring, Disaster Recovery and Emergency Planning Services

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**Issue Date:** Wednesday, April 7, 2021

**Issued By:** City of Newnan  
Office of City Manager  
25 LaGrange Street  
Newnan, GA 30263

**Inquiries:** Hasco Craver, Assistant City Manager  
City of Newnan  
[hcraver@cityofnewnan.org](mailto:hcraver@cityofnewnan.org)

**Proposals Due:** Thursday, April 22, 2021 by 10:00 AM, EST  
**Bid Opening:** Thursday, April 22, 2021 at 10:00 AM, EST



**CITY OF NEWNAN, GEORGIA**  
**Debris Monitoring, Disaster Recovery and Emergency Planning Services**

**A. PURPOSE**

The **City of Newnan**, Georgia, located 35 miles southwest of downtown Atlanta, on Interstate 85 South, and County seat of Coweta City, Georgia, is seeking Competitive Sealed Proposals from qualified Contractors to provide professional services on an on-call basis under a renewable annual contract (up to four years) to facilitate contract compliance Debris Monitoring, Disaster Recovery and Emergency Planning Services following a disaster. It is the intent to enter into a pre-event contract, which would result in no immediate cost to the City of Newnan, GA. The Contractor shall provide all materials and services necessary in the performance of this bid. The City of Newnan does not guarantee a minimum value for this contract.

**B. GENERAL INFORMATION AND SCHEDULE**

This RFP has been issued on Wednesday April 7, 2021. All Firms interested in submitting a proposal **MUST SUBMIT all addendums if applicable with their proposal.**

The City may award the bid to the vendor demonstrating the most complete response and full compliance with the specifications and in accordance with procurement requirements set forth by the Federal Government. The City are each an Equal Opportunity Employer and encourages all small and minority-owned businesses to submit proposals.

The City reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the City and the City's residents. Price may be a factor, but will not determine the awarding of the bid. The bid will be awarded to the "best bidder" and not the "low bidder". The City will make the determination of which bidder is the "best bid" and not the vendor.

A pre-bid conference will not be held at this time.

## FACT SHEET

<b>Title of RFP:</b>	<b>Debris Monitoring, Disaster Recovery and Emergency Planning Services</b>
<b>Date of Issue:</b>	<b>April 7, 2021</b>
<b>Last day to submit questions:</b>	<b>April 14, 2021 5PM</b>
<b>Date of final answers:</b>	<b>April 19, 2021 3PM</b>
<b>Proposal due date:</b>	<b>April 22, 2021 before 10AM</b>
<b>Copies of proposal required:</b>	<b>1 original, 5 copies plus 1 digital copy</b>
<b>Proposal opening date:</b>	<b>April 22, 2021 at 10AM</b>
<b>Proposal submission location:</b>	<b>Newnan City Hall, Office of the City Manager</b>
<b>Proposal opening location:</b>	<b>Newnan City Hall, Office of the City Manager</b>
<b>Project name:</b>	<b>Debris Monitoring, Disaster Recovery and Emergency Planning Services</b>
<b>Site location/Size:</b>	<b>Newnan, GA</b>
<b>Funding source:</b>	<b>City of Newnan – FEMA Reimbursement</b>
<b>Firm selection schedule:</b>	<b>Target date of May 11, 2021 or ASAP</b>

### C. INSTRUCTION TO BIDDERS

Written responses to all written inquiries received by 5:00 PM EST., April 14, 2021 will be posted on the City’s website at [www.cityofnewnan.org](http://www.cityofnewnan.org) under bid opportunities, Debris Monitoring, Disaster Recovery and Emergency Planning Services, as an addendum. It is the proposer’s responsibility to follow this bid process so that they will be aware of all addenda being posted prior to bid opening. Acknowledgement of all addenda is required. **No City staff or other officials associated with this RFP should be contacted regarding this RFP other than the City Official named below** Doing so may result in disqualification.

All inquiries regarding this RFP **Must** be in writing via email and addressed to:

Hasco Craver, Assistant City Manager  
[hcraver@cityofnewnan.org](mailto:hcraver@cityofnewnan.org)

An original, five (5) copies and one (1) digital copy of this RFP are to be submitted to:

Cleatus Phillips,  
 Newnan City Manager  
 25 Lagrange Street  
 Newnan, Georgia 30263

Proposals **must** be submitted no later than **10:00AM EST, April 22, 2021**. Proposals must be received in a sealed envelope or container marked “Competitive Sealed Proposals for Debris Monitoring, Disaster Recovery and Emergency Planning Services”. Place the Project name, and opening date on the submitting envelope or container.

**No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent.**

All materials and documents submitted in the response shall become the property of the City and will not be returned.

This bid specifications are to be considered as a minimum set of specifications and standards.

Failure to provide adequate information to enable the City to evaluate the bidder, or proposed services, will be considered failure to meet bid requirements and may result in the elimination of the bidder's response.

Each service listed must be priced individually.

Failure on the part of a vendor to honor a bid which they have submitted will be considered breach of contract, and may result in said vendor being deemed ineligible to bid on future purchases and disqualified from any successful award on this bid. Vendors are encouraged to double check bid pricing to make sure it is accurate. The bidder agrees to hold the bid price for 90 days following the bid opening.

### **Warranty**

All services provided by the vendor must have a 100% guarantee. If services are not performed as bid, the vendor shall be liable for any damages or loss of funds associated with the failure.

### **Pricing and Quote Preparation**

Bidders are encouraged to list any options or services it may provide that it feels might be of interest to the City, not included in base bid price.

### **Qualifications of Vendor**

**Summary of Qualifications:** Proposals must include a cover letter, a description of the firm's capabilities and services, a discussion of the firm's expertise relative to the background and experience requirements contained herein, and resumes of qualified professionals who will be responsible for completing assigned tasks. This material should also be provided for key sub-Consultants.

**Litigation Summary:** Provide a list of all claims, arbitrations, administrative hearings, and lawsuits related to debris monitoring, brought against your company.

### **D. BACKGROUND**

As the City of Newnan has been impacted by natural disasters in the past, the City feels the need to be prepared for any future events for the well-being, safety, and health of its citizenry. This RFP will allow the City to be able to quickly begin any cleanup that will assist in alleviating the affects of such

an event.

## **E. INTRODUCTION**

Natural and man-made disasters precipitate a variety of debris that includes, but not limited to, such things as trees, sand, gravel, building/construction materials, vehicles, personal property and etc.

The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as the magnitude, duration and intensity.

The quantity and type of debris generated, its location and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed.

In a major catastrophic disaster, the City of Newnan may have difficulty locating staff, be understaffed, have problems locating equipment, and may have difficulty funding the debris removal in short term as well as long term.

Private contractors play a significant role in the debris removal, collection, reduction, and disposal process. Private contractors may be employed to supplement the efforts of the City's and volunteer works crews. If it is determined that the available resources are insufficient to complete the debris removal process in a timely manner then the pre-selected private contractors may be utilized to perform all or parts of the clean-up. They will be advised and given explicit details as to the scope of their operations. The extent of their involvement will be dictated by the needs of the City and are incident specific.

Once the contract is executed between the City of Newnan, GA and the successful Proposer, the successful Proposer will be bound by the pre-event on-call services contract to deliver the services required by this proposal. The City of Newnan, GA must first approve any change in or substitution of team members, including any consultant, in writing.

## **F. SCOPE OF SERVICES**

### **DISASTER DEBRIS MONITORING SERVICES**

It is anticipated that the Agreement between the City of Newnan, GA and the selected firm will contain the following scope of work. The full scope of services will be defined within the contract executed with the City of Newnan, GA.

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas.

Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the City.

2. Scheduling work for all team members and contractors on a daily basis.
3. Hiring, scheduling, and managing field staff.
4. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
5. Develop forms, databases, etc. for tracking field activities, submitting invoices to FEMA, FHWA, and etc. Such forms, databases and invoices must be compatible with City software and approved by the City.
6. Assisting the City with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Entering load tickets into a database application.
9. Digitization of source documentation (such as load tickets).
10. Developing daily operational reports to keep the City informed of work progress.
11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
14. Provide monitors to monitor disaster debris removal contractors to ensure collection is conducted in accordance with City, FHWA, FEMA, and other required standards, including contractual provisions specified in City disaster debris collection contract. Ensure that only eligible debris quantities are being claimed for Public Assistance.
15. Provide monitors at designated check points to check and verify information on debris removal and at Debris Management Sites (DMSs) located throughout the City.
16. Debris monitors must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all safety procedures. Responsibilities of monitors include, but are not limited to:

- a) Report issues to their direct supervisor which require action, such as safety concerns, debris removal contractor noncompliance and equipment use.
- b) Properly and accurately complete and physically control load tickets.
- c) Ensure that trucks are accurately credited for their load.
- d) Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed, not compacted).
- e) Ensure that hazardous wastes are not mixed in loads.
- f) Ensure that C&D debris is not mixed in loads of vegetative debris.
- g) Ensure that all debris is removed from trucks at DMSs.
- h) Report if improper equipment is used.
- i) Report if debris removal contractor personnel safety standards are not followed.
- j) Report if general public safety standards are not followed.
- k) Report if completion schedules are not on target.
- l) Ensure that only debris specified in the contract is collected and is identified as eligible or ineligible.
- m) Assure work is within the assigned scope of work.
- n) Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- o) Debris monitors are to submit daily reports on load quantities

17. Disaster related damage assessment and reconstruction services, as needed.

18. Final report and appeal preparation and assistance.

19. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's proposal.

20. Other disaster recovery services as requested by the City.

## **EMERGENCY MANAGEMENT PLANNING AND TRAINING**

If requested by the City, the Consultant shall provide:

- 1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- 2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3. Development of a debris management plan - including identification of an adequate number of DMS locations. Staff training as necessary.

4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the City.
8. Other reports and data as required by the City.
9. Other emergency management and consulting services identified and required by the City.

#### **DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES**

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include City facilities, utility systems, transportation systems, and other sectors as required. The Consultant will assist, if directed by the City, with document preparation of permanent work projects.

#### **OTHER AGREEMENTS:**

1. The selected firm(s) shall provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by COE's authorized representative shall be as binding as if given to the Firm(s).
2. Adequately handle property damage claims which result from contractor's errors or omissions.
3. Consultant shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the City for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the Consultant.
4. The invoices shall be reviewed by the Consultant to be accepted or rejected in a timely manner. The Consultant shall issue in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is



- rejected, the monitoring Consultant shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately.
5. Only invoices that are accurate and complete will be forwarded to the City for payment.
  6. Consultant shall assist the City in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies by City staff and designated debris removal and disposal contractor(s).
  7. Consultant shall assist in ensuring that processing of federal funding is done as quickly as possible, by verifying the following information is accurate and promptly provided:
    - a) Review of debris contractor invoices
    - b) Monitoring information
    - c) Project Status Reports
    - d) Completed Load tickets
    - e) Consultant payroll
    - f) Review of debris contractor equipment hours of operation
    - g) Vehicle certifications
  8. Start and end dates of the first debris removal pass and all subsequent passes.
  9. Consultant shall provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The Consultant shall stay current with FEMA and FHWA policies and procedures and notify the City's Project Manager immediately as changes occur.
  10. Consultant shall be capable of providing a 1-800 service to respond and report on resident inquiries during the performance of debris removal and disposal activities.
  11. Consultant shall provide regular status updates to the City's Project Manager for public information use.
  12. Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the City's Project Manager. Property damage complaints must be tracked using a GIS. Any photos of the property damage must be linked in the GIS. A geodatabase shall be provided to the City with weekly updates. Upon request of the City, the Consultant may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
  13. Consultant shall provide the City's Project Manager and the debris contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- a) Overview of daily activities including status of damage complaints
- b) Cumulative debris tally by debris site
- c) Cumulative debris tally by day
- d) Summary of monthly debris removal efforts (cumulative and by debris site)
- e) Summary of mulch removal efforts (cumulative and by debris site)
- f) Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- g) Stump volume by site
- h) Debris site status
- i) Labor force report

This reporting is due no later than 12:00 noon the following business day or as requested by the City

14. Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the City and provided to the City upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each OMS to assure that no vehicle modifications have been made and to confirm data accuracy.
  
15. Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the City Project Manager or designee. The City Vehicle Certification Form will have the following information:
  - a) Vehicle make, model
  - b) Length
  - c) Width
  - d) Height
  - e) Volume in cubic yards
  - f) Tag number of vehicle
  - g) VIN number of vehicle
  - h) Vehicle type
  - i) Driver of vehicle name (printed) and signature
  - j) Sub-Contractor representative name (printed) and signature
  - k) Certification monitor name (printed) and signature certifying vehicle
  - l) Date
  - m) Vehicle certification number

16. Consultant's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the City's Project Manager or designee.
17. Subcontractors will generally not be permitted. In the event that the City authorize a subcontractor of any kind, A subcontractor plan shall be submitted to City or its representative for its approval. Prime contractors must take the affirmative steps required by 2 CFR § 200.321(b)(1)-(5) prior to engaging any subcontractors. Under no circumstance will any subcontractor be permitted without compliance with all applicable federal regulations, including those set forth herein.

## **JOB REQUIREMENTS**

Written daily reports denoting areas worked, quantities removed, quantity of equipment in service, area to be worked the following day or days, weather report, problems and issues noted, problems and issues corrected.

## **G. PAYMENTS**

Payments associated with this contract will be in accordance with Task Orders issued by the City. Task Orders will be in accordance with individual grants received by the City or in accordance with tasks desired by the City in support of disaster recovery and debris management and monitoring activities. No payments are intended or implied outside of specifically negotiated Task Orders. This contract has a period of performance of one year (12 months) with the option of two additional one-year renewal periods to be executed solely upon the discretion of the City based on contractor performance.

## **H. PROPOSAL FORMAT**

1. Cover Letter – Include the name of the contact person for the Firm. Acknowledge receipt of any Addenda that may be issued by City.
2. History of the Firm – Provide a detailed history of the firm, qualifications, and prior experience that relates to this RFP.
3. Project Approach – Describe the Consultant's approach
4. Staff Qualifications – Provide detailed biographical information on the individuals who will provide project services, including education, training, and experience.
5. References – List the names, addresses, and phone number of at least five (5) references for whom the Project Manager's Team has provided similar services. Please provide a list of services that these references have utilized.
6. Other – Include any other pertinent information that may be used by the City to evaluate the Firms proposal.
7. Name, address, telephone number, email address of company.

8. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
9. Submit information describing the company's safety program and substance abuse program.
10. Submit information describing your company's quality control program.
11. Describe how your company will provide job site security.
12. Submit a sample contract for the performance of the work outlined in this RFP.
13. Please fill out the chart below with all hourly rates that apply and include additional positions as necessary.

Classification	Hourly Rate
Project Manager	\$
Operations Manager	\$
FEMA Specialist	\$
Field Supervisor	\$
Field Inspector/Debris Monitor	\$
Tower Monitor	\$
Data Manager	\$
Clerical	\$

## I. INSURANCE REQUIREMENTS

In order to contract with the City of Newnan City Council, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Newnan City Council as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

### Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Newnan City Council as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles, with the City of Newnan City Council as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with

limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Newnan City Council.

- All insurance policies must provide that the City of Newnan City Council will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim.

## **J. EVALUATION CRITERIA**

1. Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. Document by references and other means. 30%
2. Firm qualifications and experience 20%
3. Project Approach - understanding of the work to be performed 20%
4. Price proposal / Fee Schedule (in section H) 20%
5. Technical approach – quality of package (requested information provided, presentation, etc.) 10%

**Total possible cumulative percentage is 100%**

## **K. RESERVED RIGHTS**

Issuance of this RFP does not constitute a commitment on the part of the City of Newnan to award a contract pursuant to this RFP. The City of Newnan reserves the rights to:

- a) Amend, modify, or withdraw this RFP.
- b) Revise any requirements under this RFP.
- c) Require supplemental statements of information from any responding party.
- d) Extend the deadline for submission of responses hereto.
- e) Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f) Waive any nonconformity with this RFP.
- g) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h) Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked contractor.
- j) Not award a contract as a part of, or result of, this RFP process.

## **L. OWNER QUESTIONS**

Any vendor that submits a proposal may be requested to provide additional information to the City of Newnan. Such information is only for the purpose of clarification and in no way changes the vendor's proposal as originally submitted. The City of Newnan reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

### **M. COSTS OF PROPOSALS**

The City of Newnan is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP.

### **N. EQUAL OPPORTUNITY**

The City of Newnan prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The City of Newnan will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any bank doing business with the corporation provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to the Corporation.

### **O. ACCESS TO PUBLIC RECORDS ACT NOTICE**

Each vendor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

### **P. GENERAL CONDITIONS**

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. The Firm has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
4. The Firm has not solicited or induced any person, firm or corporation to refrain from bidding.
5. The Firm has not sought by collusion to obtain for itself any advantages over any other bidder or over the City of Newnan.

### **Q. TERMINATION OF CONTRACT**

1. The City may, by written notice to the contractor, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise.
2. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.
3. This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City's

authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

#### **R. SUSPENSION AND DISBARMENT**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **S. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM**

The City of Newnan participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The Act is explained in detail in this document. ***Additionally, there are three documents included that must be completed and returned to the City of Newnan with your bid package, as applicable.*** These are:

1. Contractor Affidavit and Agreement
2. Subcontractor Affidavit
3. Sub-subcontractor Affidavit

Failure to return the completed documents, if required, shall result in disqualification of the bid in its entirety



## Proposal Form

We/I have thoroughly examined the requirements and terms of this RFP.

Prices good through: \_\_\_\_\_

ADDENDA: The bidder acknowledges the receipt of Addendas No. \_\_\_\_\_ through \_\_\_\_\_ inclusively.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed name of person completing proposal: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**If awarded the contract, the contractor will provide proof of insurance as specified and proof of current Occupational Tax Certificate and other licensing as required in performance of the contract within five days of notice of award.**

# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM OVERVIEW

## **I. Federal Work Authorization Program Registration**

As of July 1, 2007, the Georgia Security and Immigration Compliance Act (GSICA) requires counties and other public employers, along with contractors and subcontractors doing business with public agencies, to register and participate in a federal work authorization program to verify work eligibility of all new employees.

*[OCGA § 13-10-91 (a)]*

**Registration/Access.** According to regulations of the Georgia Department of Labor, the applicable federal work authorization program is the “E-Verify Program” operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) and the Department of Homeland Security (DHS). An employer’s participation in E-Verify is currently free to employers. Users can access the web-based program at <https://www.vis-dhs.com/EmployerRegistration>. To participate, an employer must register online and accept the electronic Memorandum of Understanding (MOU). If you need assistance in completing the registration process or need additional information relating to E-Verify, call the USCIS Verification Office toll free at 1-888-464-4218.

*[Georgia Department of Labor Rules, §§ 300-10-1-.01 and .02]*

**Certification of Registration and Participation.** Each county and other public employer must certify that it has registered and is participating in the E-Verify Program. For counties, certification is accomplished by transmitting a copy of all documents required for registration and participation including the required Memorandum of Understanding and the E-Verify Program ID number to the chairman/CEO/mayor of the county or consolidated government.

*[Georgia Department of Labor Rules, § 300-10-1-.04]*

**Monitoring New Employee Work Eligibility.** Each county and other public employer must designate an individual to monitor compliance with the employee eligibility verification requirements of the new law and maintain necessary records.

*[Georgia Department of Labor Rules, § 300-10-1-.05]*

## **II. Agreements Between Public Employers and Contractors/Subcontractors**

The GSICA also phases in a requirement that bars counties and other public employers from entering into agreements with contractors/subcontractors for the “physical performance of services” unless the contractor/subcontractor registers and participates in a federal work authorization program to verify work eligibility. Under GSICA, a subcontractor is defined to include subcontractors, contract employees, staffing agencies, or contractors.

*[OCGA § 13-10-91 (b)(1) and (2) and Georgia Department of Labor Rules, § 300-10-1-.02]*

**Phase-In Schedule.** The contracting requirements of the GSICA are to be implemented as follows:

- (a) Beginning July 1, 2007, public employers, contractors and subcontractors with 500 or more employees.
- (b) Beginning July 1, 2008, public employers, contractors and subcontractors with 100 or more employees.
- (c) Beginning July 1, 2009, all public employers, contractors and subcontractors.

*[OCGA § 13-10-91 (b)(3) and Georgia Department of Labor Rules, § 300-10-1-.02]*

**Evidence of Contractor/Subcontractor Compliance.** Each agreement between a public employer and a contractor/subcontractor for the physical performance of services will have to include a provision that compliance with OCGA § 13-10-91 is a condition of the contract. In addition, each contract must include a requirement that the contractor/subcontractor execute an affidavit verifying compliance with OCGA § 13-10-91. The affidavit must be in a form consistent with the sample affidavits included in the Georgia Department of Labor Rules.

*[Georgia Department of Labor Rules, §§ 300-10-1-.03 and .07]*

**Public Transportation Contracts.** The Georgia Department of Labor Rules apply generally to contracts between a public employer and a contractor/subcontractor. Exception: rules and forms related to agreements relating to “public transportation” are to be promulgated by GDOT.

*[OCGA § 13-10-91 (d)]*

### **III. Access to Federal, State and Local Benefits**

Counties and other public agencies must verify that a person who applies for federal, state or local benefits (as defined in 8 U.S.C. Sections 1611 and 1621) is lawfully within the United States by requiring the applicant to sign an affidavit specifying that he or she is a citizen, legal permanent resident, or a qualified alien or nonimmigrant.

*[OCGA § 50-36-1]*

**Verification.** For aliens seeking benefits that claim to be lawfully present in the U.S., eligibility for benefits must be determined through the Systematic Alien Verification of Entitlement (SAVE) program operated by the U.S. Citizenship and Immigration Services (USCIS) and Department of Homeland Security (DHS). To join the SAVE Program and acquire access to the VIS-CPS (Verification Information System (VIS), Customer Processing System (CPS)) to perform immigration status verification, an agency must first establish a Memorandum of Understanding (MOU) with the SAVE Program, and then establish a purchase order with the SAVE Program contractor to pay for VIS-CPS transaction fees. Access to SAVE is subject to USCIS resource limitations or other legal or policy criteria. To request participation in SAVE and to begin the MOU process, please access the following website to register:

<https://www.vis-dhs.com/agencyregistration>. For more information on the SAVE Program, please call 1-888-464-4218.

**Public Benefits Defined.** Generally, public benefits are defined to include any grant, contract, loan, professional license, or commercial license provided by federal, state or local government; and, any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment assistance or similar benefit. [8 U.S.C. Sections 1611 and 1621]

**Benefits Excluded.** Generally, the verification requirements do not apply when the following public benefits are applied for:

- (1) Treatment of emergency medical conditions;
- (2) Short term, non-cash emergency disaster relief;
- (3) Immunizations;
- (4) Certain in kind programs or services (such as soup kitchens and crisis counseling) delivered by public and nonprofit agencies that are necessary for the protection of life or safety when approved by the U.S. Attorney General;
- (5) Prenatal care;
- (6) Postsecondary education under specified circumstances;
- (7) Certain community development assistance or financial assistance programs administered by HUD; and
- (8) Other Federal programs including certain social security and medicare benefits under specified conditions. [OCGA § 50-36-1 (c) and 8 U.S.C. Sections 1611 and 1621]

Note that it is unlawful for a county or other public agency to provide any federal, state or local benefit in violation of *OCGA § 50-36-1*. An annual report is to be prepared regarding the requirements of the new law.

Regarding the details of the verification requirements, benefits covered and exclusions, please see the Federal statutes cited above.

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of \_\_\_\_\_ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number      Date of Authorization

\_\_\_\_\_  
Name of Contractor      Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Contractor) on behalf of \_\_\_\_\_ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-contractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	Date of Authorization
Name of Subcontractor	Name of Project
Name of Public Employer	

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_.

Signature of Authorized Officer or Agent	Printed Name & Title of Authorized Officer or Agent
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SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and \_\_\_\_\_ Contractor) on behalf of \_\_\_\_\_ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____	_____
Federal Work Authorization User Identification Number	Date of Authorization
_____	_____
Name of Sub-subcontractor	Name of Project
_____	
Name of Public Employer	

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.

_____	_____
Signature of Authorized Officer or Agent	Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.

**Conflict of Interest Statement**

As a duly authorized representative of the firm \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for The City of Newnan, GA Government, that no employee of The City of Newnan, GA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for The City of Newnan, GA Government.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



## Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract \_\_\_\_\_ I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

[CORPORATE NAME]

By: \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

[Affix Corporate Seal]

## Indemnity Agreement

This indemnity agreement made and entered into in favor of CITY OF NEWNAN a municipal corporation, by \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ has submitted a bid to CITY OF NEWNAN so as to provide \_\_\_\_\_.

NOW, THEREFORE, as an additional consideration in CITY OF NEWNAN awarding the bid to \_\_\_\_\_.

\_\_\_\_\_ agrees to indemnify and hold harmless CITY OF NEWNAN, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of CITY OF NEWNAN, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to CITY OF NEWNAN's sole negligence or willful misconduct of CITY OF NEWNAN.

\_\_\_\_\_ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the \_\_\_\_\_ pursuant to proper corporate authority day of \_\_\_\_\_, 2021.

[CORPORATE NAME]

By: \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

[Affix Corporate Seal]



## City of Newnan, Georgia - Mayor and Council

Date: April 12, 2022

Agenda Item: Consideration of a contract extension for Debris Removal Services

Prepared By: Ray Norton, Public Works Director

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### **Purpose:**

Newnan City Council may consider a 1-year contract extension to Southern Disaster Recovery's (SDR) existing contract for Debris Removal Services.

### **Background:**

On April 7, 2021 the City of Newnan issued a Request for Proposals (RFP) for Debris Removal Services after Newnan was impacted by an EF4 tornado that effected numerous public and private properties.

The RFP contemplated an initial term of one (1) year with an option to renew for four (4) consecutive one (1) year periods under the same terms and conditions.

On May 11, 2021 a contract was awarded to Southern Disaster Recovery for Debris Removal Services.

Southern Disaster Recovery, LLC  
109 White Oak Rd  
Greenville SC 29609

Please note that the subject contract C Debris Removal Services Services is for "on-call" purposes and will only be utilized in the event of an emergency.

### **Funding:**

1. N/A

### **Attachment:**

1. April 7, 2021 RFP
2. Contract Extension Agreement

### **Recommendation:**

City Staff recommends that the Newnan City Council consider extending the current contract with Southern Disaster Recovery for one (1) year.

### **Previous Discussion with Council:**

Newnan City Council, in April 2021, awarded a contract for Debris Removal Services to Southern Disaster Recovery.



**Contract Extension Agreement**

**This Extension Agreement**, made and entered into this \_\_\_\_ day of \_\_\_\_, 2022 by and between **CITY OF NEWNAN, GEORGIA** hereinafter termed the "Owner", and **SDR**, hereinafter termed the "Contractor".

**WITNESSETH**

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services on the 30TH day of APRIL, 2021.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year(s), which shall be from the extension effective date to \_\_\_\_\_.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

**CITY OF NEWNAN, GEORGIA**

**SDR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Newnan, Georgia

## Request for Proposals for

### Debris Removal Services

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**Issue Date:** Wednesday, April 7, 2021

**Issued By:** City of Newnan  
Office of City Manager  
25 LaGrange Street  
Newnan, GA 30263

**Inquiries:** Hasco Craver, Assistant City Manager  
City of Newnan  
[hcraver@cityofnewnan.org](mailto:hcraver@cityofnewnan.org)

**Proposals Due:** Thursday, April 22, 2021 by 10:00 AM, EST  
**Bid Opening:** Thursday, April 22, 2021 at 10:00 AM, EST

## CITY OF NEWNAN, GEORGIA

### A. PURPOSE

The **City of Newnan**, Georgia, located 35 miles southwest of downtown Atlanta, on Interstate 85 South, and City seat of Coweta City, Georgia, is seeking Competitive Sealed Proposals from qualified Contractors to provide professional services on an on-call basis under an annual contract to facilitate and coordinate the removal, collection and disposal of debris following a disaster. It is the intent to enter into a pre-event contract, which would result in no immediate cost to the City of Newnan, GA. The Contractor shall provide all materials and services necessary in the performance of this bid. The City of Newnan does not guarantee a minimum value for this contract.

### B. GENERAL INFORMATION AND SCHEDULE

This RFP has been issued on Wednesday April 7, 2021. All Firms interested in submitting a proposal **MUST SUBMIT all addendums if applicable with their proposal**. It is the proposers responsibility to tract this bid process. All documents including any addendums will be posted on the City of Newnan's website at [www.cityofnewnan.org](http://www.cityofnewnan.org), under bid opportunities.

### FACT SHEET

<b>Title of RFP:</b>	<b>Debris Removal Services</b>
<b>Date of Issue:</b>	<b>April 7, 2021</b>
<b>Last day to submit questions:</b>	<b>April 14, 2021 5PM</b>
<b>Date of final answer/addendum:</b>	<b>April 19, 2021 3PM</b>
<b>Proposal due date:</b>	<b>April 22, 2021 before 10AM</b>
<b>Copies of proposal required:</b>	<b>1 original, 5 copies plus 1 digital copy</b>
<b>Proposal opening date:</b>	<b>April 22, 2021 at 10AM</b>
<b>Proposal submission location:</b>	<b>Newnan City Hall, Office of the City Manager</b>
<b>Proposal opening location:</b>	<b>Newnan City Hall, Office of the City Manager</b>
<b>Project name:</b>	<b>Debris Removal Services</b>
<b>Site location/Size:</b>	<b>Newnan, GA</b>
<b>Funding source:</b>	<b>City of Newnan – FEMA Reimbursement</b>
<b>Firm selection schedule:</b>	<b>Target date of May 11, 2021 or ASAP</b>

Written responses to all written inquiries received by 5:00 PM ET, April 14, 2021 will be posted on the City's website at [www.cityofnewnan.org](http://www.cityofnewnan.org) under bid opportunities, Debris Removal Services, as having been issued the RFP on or before April 7, 2021. It is the proposer's responsibility to follow this bid process so that they will be aware of all addenda being posted prior to bid opening. Acknowledgement of all addenda is required. No City staff or other officials associated with this RFP should be contacted regarding this RFP other than the City Official named below Doing so may result in disqualification.

All inquiries regarding this RFP **Must** be in writing via email and addressed to:

Hasco Craver, Assistant City Manager  
[hcraver@cityofnewnan.org](mailto:hcraver@cityofnewnan.org)

An original, five (5) copies and one (1) digital copy of this RFP are to be submitted to:

Cleatus Phillips,  
Newnan City Manager  
25 Lagrange Street  
Newnan, Georgia 30263

Proposals **must** be submitted no later than **10:00AM EST, April 22, 2021**. Proposals must be received in a sealed envelope or container marked “Competitive Sealed Proposals for Debris Removal Services”. Place the Project name, and opening date on the submitting envelope or container.

No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent.

All proposals must include acknowledgement and acceptance of any issued addendums.

### C. BONDING REQUIREMENTS

**Performance and Payment Bond:** Upon receipt of a work order (notice to proceed), the successful proposer shall furnish a Performance and Payment Bond, or alternative form of performance and payment security such as; a money order, certified or cashier’s check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount of an assigned project. Receipt of said Performance and Payment Bond or alternative form of security; shall occur no later than ten (10) calendar days after receiving a notice to proceed. No commencement of work shall be authorized by the City without receipt of the Performance Bond or alternative security.

- (a) The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to City of Newnan, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Georgia.
  - i. **The Surety must be rated as "A+"® or better as to strength by Best’s Insurance Guide, published by A. M. Best Company, Inc. For the latest ratings and Insurance Guide, access [www.ambest.com](http://www.ambest.com)**

**(b) In lieu of a Payment and Performance Bond, the successful proposer may select one (1) of the below listed alternative methods to provide the required security:**

- i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to City of Newnan;
- ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to City of Newnan. The irrevocable Letter of Credit shall contain the following:
  - iii. Cash (U.S. currency only).

**(c) The terms of the Payment and Performance Bond or alternative form of security used shall be:**

- I. The successful proposer shall assure faithful performance of this project;
- II. The successful proposer shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
- III. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received into an interest-bearing account shall be retained by the City; and,
- IV. Nothing in this section shall be construed to limit the authority of the Board, the City Manager, or the Purchasing Agent to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.

- (d) Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Contractor to request in writing from the City the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Contractor in writing.**

The successful Contractor shall be required to furnish, through an authorized agent in the State of Georgia, a 100% Performance Bond, a 100% Labor and Material Payment Bond and other insurance requirements as described in the Contract Documents. The Performance Bond and the Labor and Material Payment Bond must be countersigned by an agent whose office is located in the State of Georgia and who is authorized to do business in the State of Georgia; and a valid Power-of-Attorney shall be attached to each Bond. Insurance requirements are provided in this notice. Bonds must be provided within 10 days of receipt of a Notice to Proceed.

No Proposer may withdraw its proposal and must honor its proposal within 90 days after the actual date of the opening thereof. By submitting a proposal, the Contractor certifies that they



have read and understand this Request for Proposals and have full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

A bidder is deemed qualified by providing the following as part of the bid proposal:

1. A letter from a surety company listed on the U.S. Treasury Circular 570 and licensed to do business in the State of Georgia stating the bidding firm has the bonding capacity to bond this Contract.
2. Evidence of at least three (3) successful disaster recovery projects within the last 5 years.
3. All applicable licenses.

#### **D. BACKGROUND**

As the City of Newnan has been impacted by natural disasters in the past, the City feels the need to be prepared for any future events for the well-being, safety, and health of its citizenry. This RFP will allow the City to be able to quickly begin any cleanup that will assist in alleviating the affects of such an event.

#### **E. SCOPE OF SERVICES**

- 1) The Contractor shall furnish all materials, equipment, permits, labor and services required to perform emergency debris removal and disposal services throughout the City as needed according to the minimum requirements specified in the Agreement and all subsequent Amendments and or official document that form the Contract Documents for this agreement.
- 2) The Contractor shall provide professional technical services, and be responsible for the performance of all requirements of this scope of services, and act as directed by the City. The services shall include, but are not limited to preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation as declared by the United States Federal Government, the State of Georgia or the City of Newnan. Response time shall be deemed as having a Contractor representative physically present at the City of Newnan City Hall or other area designated by the City Manager within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of the City of Newnan Notice to Proceed.
- 3) When a disaster or incident occurs or is imminent, the City of Newnan shall contact the Contractor to advise of the City of Newnan's intent to activate this Agreement, in the form of an Alert. Said Alert will serve to establish the lines of communication between the Contractor's representatives and the City of Newnan. The Alert may require the Contractor to send an Operations Manager to the City of Newnan within twenty-four (24) hours to begin planning and mobilization. Subsequently, the City of Newnan shall issue the first

Work Order which shall authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the work. The Work Order shall direct the Contractor to execute the required Performance and Payment Bonds. The Contractor shall receive the Work Order from the City of Newnan within the first twenty-four (24) hours following landfall of a hurricane or occurrence of other disasters. The Contractor shall commence performance on the day and time as set forth in the first Work Order issued after the disaster. Sufficient work crews shall be mobilized to complete the clearing of the streets and roads identified by the City of Newnan.

## **F. OTHER INFORMATION**

### **Contractor's Capability**

The Contractor shall have the physical capacity to manage a major workforce with multiple subcontractors and associated equipment. The Contractor shall possess the financial capacity to pay for the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The Contractor shall have an experienced management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience with major disaster recovery projects.

### **Work Order**

Prior to beginning work, the Contractor shall provide the City an estimated total of cubic yard storm debris to be removed per a City issued Work Order. Subsequently, the City shall issue a Work Order to the Contractor defining the work, ceiling price, schedule, and documentation.

### **Contract Terms**

It is the intent that the City of Newnan, GA enter into a pre-event contract for a one-year renewable up to four (4) years on an annual basis.

### **Other Contracts**

Other contracts may be issued for the City of Newnan. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

## **G. INTRODUCTION**

Natural and man-made disasters precipitate a variety of debris that includes, but not limited to, such things as trees, sand, gravel, building/construction materials, vehicles, personal property and etc.

The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as the magnitude, duration and intensity.

The quantity and type of debris generated, its location and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris

problem, associated costs incurred, and the speed with which the problem can be addressed.

In a major catastrophic disaster, the City of Newnan may have difficulty locating staff, be understaffed, have problems locating equipment, and may have difficulty funding the debris removal in short term as well as long term.

Private contractors play a significant role in the debris removal, collection, reduction, and disposal process. Private contractors may be employed to supplement the efforts of the City's and volunteer works crews. If it is determined that the available resources are insufficient to complete the debris removal process in a timely manner then the pre-selected private contractors may be utilized to perform all or parts of the clean-up. They will be advised and given explicit details as to the scope of their operations. The extent of their involvement will be dictated by the needs of the City and are incident specific.

Once the contract is executed between the City of Newnan, GA and the successful Proposer, the successful Proposer will be bound by the pre-event on-call services contract to deliver the services required by this proposal. The City of Newnan, GA must first approve any change in or substitution of team members, including any consultant, in writing.

## **H . INSURANCE REQUIREMENTS**

In order to contract with the City of Newnan City Council, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Newnan City Council as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Newnan City Council as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles, with the City of Newnan City Council as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Newnan City Council.
- All insurance policies must provide that the City of Newnan City Council will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim.

## **I. PROPOSAL FORMAT**

All proposers are to submit pricing using the attachments A & B

## **J. EVALUATION CRITERIA**

- Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules.  
Document by references and other means. 30%
- Firm qualifications and experience 20%
- Project Approach - understanding of the work to be performed 20%
- Price proposal / Fee Schedule (Attachment B) 20%
- Technical approach – quality of package  
(requested information provided, presentation, etc.) 10%

## **K. SUBMITTAL REQUIREMENTS**

1. Name, address, telephone number, email address of company.
2. List of current stockholders, officers or principals of the company and a current organizational chart for the company.
3. List the contract completion dates of at least two similar projects
4. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
5. Submit information describing the company's safety program and substance abuse program.
6. Submit information describing your company's quality control program.
7. Describe how your company will provide job site security.
8. Submit a sample contract for the performance of the work outlined in this RFP.

## **L. RESERVED RIGHTS**

Issuance of this RFP does not constitute a commitment on the part of the City of Newnan to award a contract pursuant to this RFP. The City of Newnan reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the City of Newnan. The City of Newnan further reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendments(s) or clarification(s).

## **M. OWNER QUESTIONS**

Any vendor that submits a proposal may be requested to provide additional information to the City of Newnan. Such information is only for the purpose of clarification and in no way changes the vendor's proposal as originally submitted. The City of Newnan reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

## **N. COSTS OF PROPOSALS**

The City of Newnan is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP.

## **O. EQUAL OPPORTUNITY**

The City of Newnan prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The City of Newnan will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any bank doing business with the corporation provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to the Corporation.

## **P. ACCESS TO PUBLIC RECORDS ACT NOTICE**

Each vendor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

## **Q. GENERAL CONDITIONS**

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. The Firm has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
4. The Firm has not solicited or induced any person, firm or corporation to refrain from bidding.
5. The Firm has not sought by collusion to obtain for itself any advantages over any other bidder or over the City of Newnan.

## **R. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM**

The City of Newnan participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The Act is explained in detail in this document. *Additionally, there are three documents included that must be completed and returned to the City of Newnan with your bid package, as applicable.* These are:

1. Contractor Affidavit and Agreement
2. Subcontractor Affidavit
3. Sub-subcontractor Affidavit

Failure to return the completed documents, if required, shall result in disqualification of the bid in its entirety

## Debris Removal Services

We/I have thoroughly examined the requirements and terms of this RFP.

Unit pricing for this proposal is attached (Attachment A & B)

Prices good through: \_\_\_\_\_

ADDENDA: The bidder acknowledges the receipt of Addendas No. \_\_\_\_\_ through \_\_\_\_\_ inclusively.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed name of person completing proposal: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**If awarded the contract, the contractor will provide proof of insurance as specified and proof of current Occupational Tax Certificate and other licensing as required in performance of the contract within five days of notice of award.**

## Attachment A - Pricing Schedule

(This information is required but will not be used for evaluation purposes)

### Emergency Debris Clearance (Push)

<i>ALL EQUIPMENT RATES BELOW INCLUDE OPERATOR, FUEL AND MAINTENANCE COSTS</i>	
<b>CONTRACTOR NAME:</b>	
Personnel/Equipment	Hourly Rate
Stump Grinder	
50' Bucket Truck	
Service Trucks	
Tractor with Box Blade	
Water Truck (2000 gal.)	
Motor Grader	
Climber with Gear	
Superintendent with Truck	
Foreman with Truck	
Operator with Chainsaw	
Traffic Control Personnel	
Laborer	
Field Project Foreman	
Administrative Assistant	
Clerical	
Trackhoe, CAT 330 or Equiv.	
Bulldozer	
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	

Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	
Fork Lift, Capacity 50,000, To 215 Horsepower	
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	



Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	
Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	
Sweeper, Pavement, To 110 Horsepower	
Sweeper, Pavement, To 150 Horsepower	
Sweeper, Pavement, To 200 Horsepower	
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mover	
Trailer, Dump, Capacity, 30 Cubic Yard, Does not include prime mover	
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mover	
Trailer, Equipment, Capacity 30 tons	
Trailer, Equipment, Capacity 40 tons	
Trailer, Equipment, Capacity 60 tons	
Trailer, Equipment, Capacity 120 tons	
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450 Horsepower	
Truck Knuckle Boom, add flatbed truck to truck mounted crane	
Truck Pick-up, To 130 Horsepower	
Truck Pick-up, To 180 Horsepower	
Truck Pick-up, To 230 Horsepower	
Truck Pick-up, To 280 Horsepower	
Truck Tractor, To 210 Horsepower	
Truck Tractor, To 265 Horsepower	
Truck Tractor, To 310 Horsepower	
Truck Tractor, To 350 Horsepower	
Tub Grinder, To 400 Horsepower	
Tub Grinder, To 500 Horsepower	
Tub Grinder, To 600 Horsepower	

Tub Grinder, To 700 Horsepower	
Tub Grinder, To 800 Horsepower	
Tub Grinder, To 900 Horsepower	
Tub Grinder, 1,000 Horsepower	

## Attachment B - Pricing Schedule

(All items are required but only items 1-10 will be used for evaluation purposes)

### Debris Removal and Disposal

	Name and Description	Cost per Unit
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
1.a.	Mileage Radius: 0-15 Miles	\$ /cu.yd.
1.b.	16-30 Miles	\$ /cu.yd.
1.c.	31-60 Miles	\$ /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a CITY approved disposal site or landfill	
2.a.	Mileage Radius: 0-20 Miles	\$ /cu.yd.
2.b.	21-40 Miles	\$ /cu.yd.
2.c.	41-70 Miles	\$ /cu.yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a CITY approved disposal or recycling facility	
3.a.	Mileage Radius: 0-20 Miles	\$ /cu.yd.
3.b.	21-40 Miles	\$ /cu.yd.
3.c.	41-70 Miles	\$ /cu.yd.
4.	Tipping fees, fees for Vegetative and C&D (Construction and Demolition), shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the CITY for reimbursement	

5.	<p>Management, Processing and Loading of all eligible debris and/or residue at the CITY owned TDSRS</p> <p>Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris <b>by grinding</b>; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS</p>	/cu.yd.
6.	<p>Management, Processing and Loading of all eligible debris and/or residue at the CITY owned TDSRS</p> <p>Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris <b>by burning</b>; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS</p>	/cu.yd.
7.	<p><u>Hazardous trees</u> – Trees will be evaluated by the CITY and be designated to be cut down and hauled to the TDSRS for reduction. <b>Trees will be measured in accordance with prevailing FEMA Policy.</b></p>	
	Trees with branches remaining – FEE ONLY TO CUT TREE	
7.a.	6-12" Diameter	/tree
7.b.	13-24" Diameter	/tree
7.c.	25-48" Diameter	/tree
7.d.	> 48" Diameter	/tree
8.	Stump "Extrication" fee – All in Accordance with prevailing FEMA Policy.	
8.a.	Stumps 24 – 35.999" in diameter	/ ea
8.b.	Stumps 36" to 47.999" in diameter	/ ea
8.c.	Stumps greater than 48" in diameter	/ ea
	*For loose stumps placed on right of way by others, convert to cubic yards and haul as regular vegetative debris.	

9.	Hangers – Hangers will be considered any hanging/damaged limbs remaining in the tree(s) above the ROW of 2” or greater diameter at the point of break. The Contractor, at the direction of the CITY, will remove hangers for a unit price per tree, in accordance with prevailing FEMA Policy.	/tree
10.	Fallen Trees – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	/tree
11.	Fill Dirt – As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$ /cu.yd.
12.	Soil, Mud, Sand – The CONTRACTOR shall remove soil, mud and sand identified as disaster debris and hauled to a final disposition site within 30 miles in accordance with all federal, state and local rules, regulations and laws.	\$ /cu.yd.
13.	Household Hazardous Waste – The CONTRACTOR shall remove household hazardous waste in accordance with all federal, state and local rules, regulations and laws.	\$ /lb
14.	White Goods – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws	\$ /unit
15.	Freon Recovery – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ /unit
16.	Training and Assistance: The Contractor shall assist with the development of a debris management plan and provide one day of Debris Management training per year to the CITY staff, as arranged by the Emergency Management Division.	Included
17.	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Included
18.	Temporary Storage of Documents – The CONTRACTOR shall provide storage of daily or disaster- related documents and reports for protection during the disaster event	Included

19.	Reporting and Documentation – The CONTRACTOR shall provide and submit to the CITY all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA requirements	Included
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# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM OVERVIEW

## **I. Federal Work Authorization Program Registration**

As of July 1, 2007, the Georgia Security and Immigration Compliance Act (GSICA) requires counties and other public employers, along with contractors and subcontractors doing business with public agencies, to register and participate in a federal work authorization program to verify work eligibility of all new employees.

*[OCGA § 13-10-91 (a)]*

**Registration/Access.** According to regulations of the Georgia Department of Labor, the applicable federal work authorization program is the “E-Verify Program” operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) and the Department of Homeland Security (DHS). An employer’s participation in E-Verify is currently free to employers. Users can access the web-based program at <https://www.vis-dhs.com/EmployerRegistration>. To participate, an employer must register online and accept the electronic Memorandum of Understanding (MOU). If you need assistance in completing the registration process or need additional information relating to E-Verify, call the USCIS Verification Office toll free at 1-888-464-4218.

*[Georgia Department of Labor Rules, §§ 300-10-1-.01 and .02]*

**Certification of Registration and Participation.** Each county and other public employer must certify that it has registered and is participating in the E-Verify Program. For counties, certification is accomplished by transmitting a copy of all documents required for registration and participation including the required Memorandum of Understanding and the E-Verify Program ID number to the chairman/CEO/mayor of the county or consolidated government.

*[Georgia Department of Labor Rules, § 300-10-1-.04]*

**Monitoring New Employee Work Eligibility.** Each county and other public employer must designate an individual to monitor compliance with the employee eligibility verification requirements of the new law and maintain necessary records.

*[Georgia Department of Labor Rules, § 300-10-1-.05]*

## **II. Agreements Between Public Employers and Contractors/Subcontractors**

The GSICA also phases in a requirement that bars counties and other public employers from entering into agreements with contractors/subcontractors for the “physical performance of services” unless the contractor/subcontractor registers and participates in a federal work authorization program to verify work eligibility. Under GSICA, a subcontractor is defined to include subcontractors, contract employees, staffing agencies, or contractors.

*[OCGA § 13-10-91 (b)(1) and (2) and Georgia Department of Labor Rules, § 300-10-1-.02]*

**Phase-In Schedule.** The contracting requirements of the GSICA are to be implemented as follows:

- (a) Beginning July 1, 2007, public employers, contractors and subcontractors with 500 or more employees.
- (b) Beginning July 1, 2008, public employers, contractors and subcontractors with 100 or more employees.
- (c) Beginning July 1, 2009, all public employers, contractors and subcontractors.

*[OCGA § 13-10-91 (b)(3) and Georgia Department of Labor Rules, § 300-10-1-.02]*

**Evidence of Contractor/Subcontractor Compliance.** Each agreement between a public employer and a contractor/subcontractor for the physical performance of services will have to include a provision that compliance with OCGA § 13-10-91 is a condition of the contract. In addition, each contract must include a requirement that the contractor/subcontractor execute an affidavit verifying compliance with OCGA § 13-10-91. The affidavit must be in a form consistent with the sample affidavits included in the Georgia Department of Labor Rules.

*[Georgia Department of Labor Rules, §§ 300-10-1-.03 and .07]*

**Public Transportation Contracts.** The Georgia Department of Labor Rules apply generally to contracts between a public employer and a contractor/subcontractor. Exception: rules and forms related to agreements relating to “public transportation” are to be promulgated by GDOT.

*[OCGA § 13-10-91 (d)]*

### **III. Access to Federal, State and Local Benefits**

Counties and other public agencies must verify that a person who applies for federal, state or local benefits (as defined in 8 U.S.C. Sections 1611 and 1621) is lawfully within the United States by requiring the applicant to sign an affidavit specifying that he or she is a citizen, legal permanent resident, or a qualified alien or nonimmigrant.

*[OCGA § 50-36-1]*

**Verification.** For aliens seeking benefits that claim to be lawfully present in the U.S., eligibility for benefits must be determined through the Systematic Alien Verification of Entitlement (SAVE) program operated by the U.S. Citizenship and Immigration Services (USCIS) and Department of Homeland Security (DHS). To join the SAVE Program and acquire access to the VIS-CPS (Verification Information System (VIS), Customer Processing System (CPS)) to perform immigration status verification, an agency must first establish a Memorandum of Understanding (MOU) with the SAVE Program, and then establish a purchase order with the SAVE Program contractor to pay for VIS-CPS transaction fees. Access to SAVE is subject to USCIS resource limitations or other legal or policy criteria. To request participation in SAVE and to begin the MOU process, please access the following website to register:

<https://www.vis-dhs.com/agencyregistration>. For more information on the SAVE Program, please call 1-888-464-4218.

**Public Benefits Defined.** Generally, public benefits are defined to include any grant, contract, loan, professional license, or commercial license provided by federal, state or local government; and, any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment assistance or similar benefit. [8 U.S.C. Sections 1611 and 1621]

**Benefits Excluded.** Generally, the verification requirements do not apply when the following public benefits are applied for:

- (1) Treatment of emergency medical conditions;
- (2) Short term, non-cash emergency disaster relief;
- (3) Immunizations;
- (4) Certain in kind programs or services (such as soup kitchens and crisis counseling) delivered by public and nonprofit agencies that are necessary for the protection of life or safety when approved by the U.S. Attorney General;
- (5) Prenatal care;
- (6) Postsecondary education under specified circumstances;
- (7) Certain community development assistance or financial assistance programs administered by HUD; and
- (8) Other Federal programs including certain social security and medicare benefits under specified conditions. [OCGA § 50-36-1 (c) and 8 U.S.C. Sections 1611 and 1621]

Note that it is unlawful for a county or other public agency to provide any federal, state or local benefit in violation of *OCGA § 50-36-1*. An annual report is to be prepared regarding the requirements of the new law.

Regarding the details of the verification requirements, benefits covered and exclusions, please see the Federal statutes cited above.



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of \_\_\_\_\_ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number      Date of Authorization

\_\_\_\_\_  
Name of Contractor      Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Contractor) on behalf of \_\_\_\_\_ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-contractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number      Date of Authorization

\_\_\_\_\_  
Name of Subcontractor      Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_:

\_\_\_\_\_  
Signature of Authorized Officer or Agent      Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and \_\_\_\_\_ Contractor) on behalf of \_\_\_\_\_ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number                      Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor    Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer or Agent                                      Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.

**Conflict of Interest Statement**

As a duly authorized representative of the firm \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for The City of Newnan, GA Government, that no employee of The City of Newnan, GA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for The City of Newnan, GA Government.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Officer's Oath**

As a duly authorized representative of the firm involved in the bidding for or procuring the contract \_\_\_\_\_ I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## Indemnity Agreement

This indemnity agreement made and entered into in favor of CITY OF NEWNAN a municipal corporation, by \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ has submitted a bid to CITY OF NEWNAN so as to provide  
\_\_\_\_\_

NOW, THEREFORE, as an additional consideration in CITY OF NEWNAN awarding the bid to  
\_\_\_\_\_

\_\_\_\_\_ agrees to indemnify and hold harmless CITY OF NEWNAN, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of CITY OF NEWNAN, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to CITY OF NEWNAN's sole negligence or willful misconduct of CITY OF NEWNAN.

\_\_\_\_\_ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the \_\_\_\_\_ pursuant to proper corporate authority day of \_\_\_\_\_, 2021.

[CORPORATE NAME]

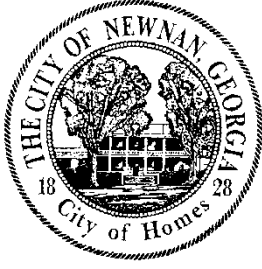
By: \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

[Affix Corporate Seal]



## City of Newnan, Georgia - Mayor and Council

**Date:** April 12, 2022

**Agenda Item:** Staff Report related to Merris Management & Leadership Consulting Project Regarding a Review of Policies, Procedures and Practices

**Prepared by:** Hasco Craver, Assistant City Manager

**Purpose:** Newnan City Council may consider reviewing work completed by Merris Management & Leadership Consulting in 2020-2021 and providing direction related to a review of city policies, procedures and practices.

**Background:** Newnan City Council, at the June 18, 2020 Meeting, considered and unanimously adopted a resolution instructing city staff to engage a third party facilitator to assist with the development of a process to create a citizen task force, lead said task force, and review policies, procedures and practices of all departments of the City of Newnan.

City staff, upon receiving direction from the Newnan City Council, contacted numerous subject matter experts and recognized industry leaders regarding their potential interest and ability to perform the tasks, as outlined in the adopted resolution.

Newnan City Council engaged Merris Management & Leadership Consulting to perform the abovementioned activities.

Merris Management & Leadership Consulting conducted Phase I of a two phase project during the summer of 2020.

On February 5, 2021 Merris Management & Consulting submitted a resignation letter indicating that Ms. Merris was unable to further support the project due personal and professional obligations.

### **Funding:**

N/A

### **Recommendation:**

City staff is prepared to respond to the Newnan City Council's direction.

### **Attachments:**

1. June 18, 2020 Resolution
2. Merris Management & Leadership Consulting proposal, dated July 7, 2020
3. Merris Management & Leadership Consulting Phase I Outcomes and Phase II Recommendations, dated October 5, 2020
4. Merris Management & Leadership Consulting Resignation Letter, dated February 5, 2021

**Previous Discussions with Council:** The Newnan City Council, at the June 18, 2020 meeting, adopted a resolution, thereby instructing staff to solicit proposals for the activities described herein. Thereafter, Newnan City Council and certain staff participated in interviews with Merris Management & Leadership Consulting.

**RESOLUTION OF THE CITY OF NEWNAN**

**WHEREAS,** the Mayor and City Council of the City of Newnan acknowledge the concerns that the citizens of the City have expressed regarding recent actions of certain public safety individuals and government organizations across this nation; and,

**WHEREAS,** the Mayor and City Council of the City of Newnan support transparency, accountability, procedural fairness, and professional practices across all departments of the City of Newnan; and,

**WHEREAS,** the Mayor and City Council of the City of Newnan recognize that appropriate city policies, procedures and practices are necessary to insure transparency, accountability, procedural fairness and professional practices in dealing with its citizen’s concerns, complaints, and needs; and,

**WHEREAS,** the Mayor and City Council of the City of Newnan have determined that it is in the best interests of its citizens to undertake a comprehensive review of its policies, procedures, and practices of all departments of the City of Newnan.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Newnan and it is hereby resolved by the authority of the same that the City engage an independent third-party facilitator to assist in developing a process for the creation of a citizen task force and said facilitator lead such task force as it conducts a review and evaluation of the City’s policies, procedures, and practices.

**BE IT FURTHER RESOLVED** that the City Manager seek out at least two qualified independent third-party consultants who have experience in providing said facilitation services and present them to the Mayor and City Council for consideration at the July meeting of the Mayor and City Council.

**SO RESOLVED** in open session, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
L. Keith Brady, Mayor

\_\_\_\_\_  
Della Hill, City Clerk

\_\_\_\_\_  
George M. Alexander, Mayor Pro-Tem

Reviewed:

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

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

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

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

\_\_\_\_\_  
Ray F. DuBose, Councilmember

\_\_\_\_\_  
Dustin Koritko, Councilmember

\_\_\_\_\_  
Paul Guillaume, Councilmember





225 E. Ponce de Leon Avenue  
Suite 515, Decatur, GA 30030

404-597-3244  
merrissmlc.com

July 7, 2020

Hasco W Craver IV  
Assistant City Manager  
City of Newnan  
25 LaGrange Street  
Newnan, Georgia 30263

Dear Hasco:

In response to our telephone conversation on Thursday, July 2, 2020 following is a proposal for services to assist the City of Newnan in developing a process for creating a citizen task force and then working with the task force regarding the City's processes, procedures and practices. These types of reviews are important in supporting and building community trust as well as making sure that local government operations reflect expected professional and societal contemporary standards incorporating transparency, accountability and effectiveness. Organizations that undertake such endeavors will be taking proactive steps to assure a more equitable future for their communities

A 2-phase approach is proposed:

I. Creation of Citizen Task Force

- a. Interviews with Mayor and City Council Members, key staff and key stakeholders (if identified by Mayor, City Council and staff).

The purpose of the interviews is to receive input in one-on-one conversations about each person's perception in regards to the responsibilities of the task force, the membership and composition of the task force, what the reasonable schedule would be for completion of the work and any expectations about the outcome of the work.

Interviews can be done in person with appropriate physical distancing and face coverings or via electronic means using Zoom or similar application.

- b. Analyze the information gained in the interviews.

Review interviews to determine if there are common themes and expectations. Follow-up as necessary.

- c. Develop Proposed Charge for consideration by Mayor and City Council.

Provide a proposed Task Force Charge for consideration by Mayor and City Council. At a minimum, the charge will include a statement of purpose, a method for selection on task force members, a description of the responsibilities of the task force and an initial timeframe for completing the report.

Estimated time to completion: 40 hours



## II. Work with the Task Force

- a. Coordinate meeting schedule with Task Force members.
- b. Conduct facilitated meetings. Depending on the size of the group and existing public health protection requirements, meetings can be held in-person or using Zoom or a similar application.
- c. Coordinate work of sub-committees should any be created.
- d. Maintain meeting notes and appropriate summaries.
- e. Provide interim up-dates as necessary to Mayor and City Manager, or their designees.
- f. Assist Task Force by completing a draft report for their consideration.
- g. Forward Task Force report to City Manager for consideration by the Mayor and City Council.

Time to complete Phase II will depend on the project scope of the Task Force Charge developed in Phase I. My professional services rate is \$100 per hour. Phase I would be capped at a not to exceed \$4,000 unless there is mutual agreement in writing to change the scope. I have also provided a resume and a template for creating a charge for the task force.

I look forward to speaking with you in more detail once a decision is made to go forward,

Sincerely,

A handwritten signature in black ink that reads "Peggy Merriss".

Peggy Merriss  
Merriss Management & Leadership Consulting  
[merrissp@outlook.com](mailto:merrissp@outlook.com)  
404-597-3244

## Memo

TO: Cleatus Phillips, City Manager  
Hasco Craver, Assistant City Manager

FROM: Peggy Merriss, Merriss Management & Leadership Consulting

DATE: October 5, 2020

RE: Phase I Outcomes & Phase II Recommendations

---

The purpose of this memorandum is to provide a status report on the outcome of Phase I of the City of Newnan policies, procedures and practices review project and to provide recommendations for moving forward into Phase II.

### Phase I Outcomes

As part of Phase I of the project, the Mayor, City Councilmembers and eight staff members were individually interviewed. All participants were very accommodating, straightforward and were genuinely helpful. The following summarizes information provided in the interviews.

There was general agreement that the catalyst to undertaking a policy review was external societal issues that occurred nationally, although there was acknowledgement that there were local activities that impacted the decision-making process. All agreed that regardless of the catalyst, a review of the City's policies, procedures and practices would be a timely effort and that it was the right thing to do in order to provide better service and response to the citizens. There was a sense that there had not been any such activity in the past and that the City was operating well but that there should always be openness to improvement, new approaches and managing liability. One member summarized that the review should not be focused on why the current policies exist but should focus on putting in place policies that would move the City forward.

There was some concern about how detailed and extensive the review would be and whether it was productive to get into the details of all City policies. They indicated a general belief that the review should primarily focus on outward facing policies, procedures and practices that effected community members and that the review and recommendations should be for the City and take into account Newnan as a unique community. Several times it was mentioned that the review should not just consider what was contained in current policies but also what was missing that should be included.

After speaking with Mayor and City Council, it appears that most members would prefer an option that would include a review led by an independent third-party with the assistance of subject matter experts instead of using a citizen task force approach. There was general agreement that for a policy and procedure review to be effective, subject matter experts would

be most helpful in assuring actionable outcomes. Overall, input indicated that using this method would lead to a more effective and informed approach that would allow the Mayor and City Council to receive recommendations within a reasonable time frame. There was a consensus that recommendations should be actionable although there was an understanding that it was likely that not all recommendations could be immediately implemented.

There was general agreement that the project should be continuously moving forward with update reports to the City Manager who would then keep the Mayor and Council informed of progress.

### Phase II Recommendations

Given the input from the Mayor, City Council and staff, it is recommended that the Phase 2 policy review project move forward with a modified approach that includes a technical review of two areas - Law Enforcement (in general) and Human Resources (with an emphasis on the City's recruitment efforts and hiring processes).

The following would be included in Phase II.

- Consultant meeting with City Manager, Assistant City Manager and other staff selected by the City Manager to review work-flow schedule and determine departmental designees for Law Enforcement team and Human Resources team.
- Consultant reviews organizational operating policies for Law Enforcement and Human Resources.
- Consultant researches current best practices and recommended professional standards to develop a list of potential policy improvements and changes.
- Consultant meets with Law Enforcement team and Human Resources team to review potential updates.
- In coordination with City Manager and Assistant City Manager, the Consultant organizes two subject matter expert working groups to work with the Law Enforcement and Human Resources teams to provide input and advice into updating and making recommendations for Law Enforcement and Human Resources.
- The subject matter expert working groups could be made up of industry professionals, individuals with knowledge of the field, possibly academics with a topical background and other individuals with backgrounds that could be beneficial to the process.
- The goal would be to complete, or substantially complete, Phase II recommendations by the end of March, 2021.
- It is recognized that circumstances beyond the Consultant's control and/or the City's control (such as pandemic meeting restrictions) could alter this schedule.

While the proposed approach may not exactly fit with what the Mayor and City Council initially considered, given the input received in Phase I and a desire to move forward in a reasonably timely manner, the objective to assure that the City of Newnan have policies and procedures in place that reflect best practices in transparency, accountability, procedural fairness and professional standards can be met with the process described in Phase II above.



225 E. Ponce de Leon Avenue  
Suite 515, Decatur, GA 30030

404-597-3244  
merrissmlc.com

April 8, 2022

Mayor Keith Brady  
City of Newnan  
25 LaGrange Street  
Newnan, Georgia 30263

Dear Mayor Brady, Mayor pro tem Shell, and Council Members Alexander, DuBose, Guillaume, Jenkins, and Koritko:

After much consideration and thought, I regretfully must withdraw from the City of Newnan policies and procedures review project. Over the past several months personal and professional obligations have demanded more of my attention and time than I had anticipated. I believe that Cleatus and Hasco have informed you about my sister's health issues. As the "big" sister, it is important to me to be able to be here to support her right now.

I have been in conversation with Cleatus and Hasco and provided some contacts for persons who are quite capable of stepping in to move the project forward.

I truly regret not being able to complete this assignment. I enjoyed meeting all of you and the staff in Newnan. Everyone was friendly, welcoming and showed a true commitment to the City.

I wish you all the best success as you govern well and wisely.

Sincerely,

A handwritten signature in black ink that reads "Peggy Merriss". The signature is written in a cursive style.

Peggy Merriss  
Merriss Management & Leadership Consulting  
[merrissp@outlook.com](mailto:merrissp@outlook.com)  
404-597-3244

cc: Cleatus Phillips, City Manager  
Hasco Craver, Assistant City Manager

## City of Newnan, Georgia - Mayor and Council



Date: April 12, 2022

Agenda Item: 178 Lagrange St – cont'd

Prepared and Presented by:  
Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

**Purpose:** To continue a public hearing concerning the dilapidated structure located at 178 Lagrange St.

**Background:** Owner: Rose Marie Beachboard Estate

Date Sub-Standard housing file was opened: November 1, 2021  
Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? **YES**

On November 1, 2021 the Building department conducted an inspection of the premises. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24 (a), Sub-sections (3,4,5,6,8,9,10).

**Options:**

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

**Funding:** Not Applicable

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

### **Previous Discussions with Council:**

January 7, 2022 - Council informed of conditions.

January 25, 2022 – Public Hearing was requested.

March 22, 2022 – Public hearing before council.









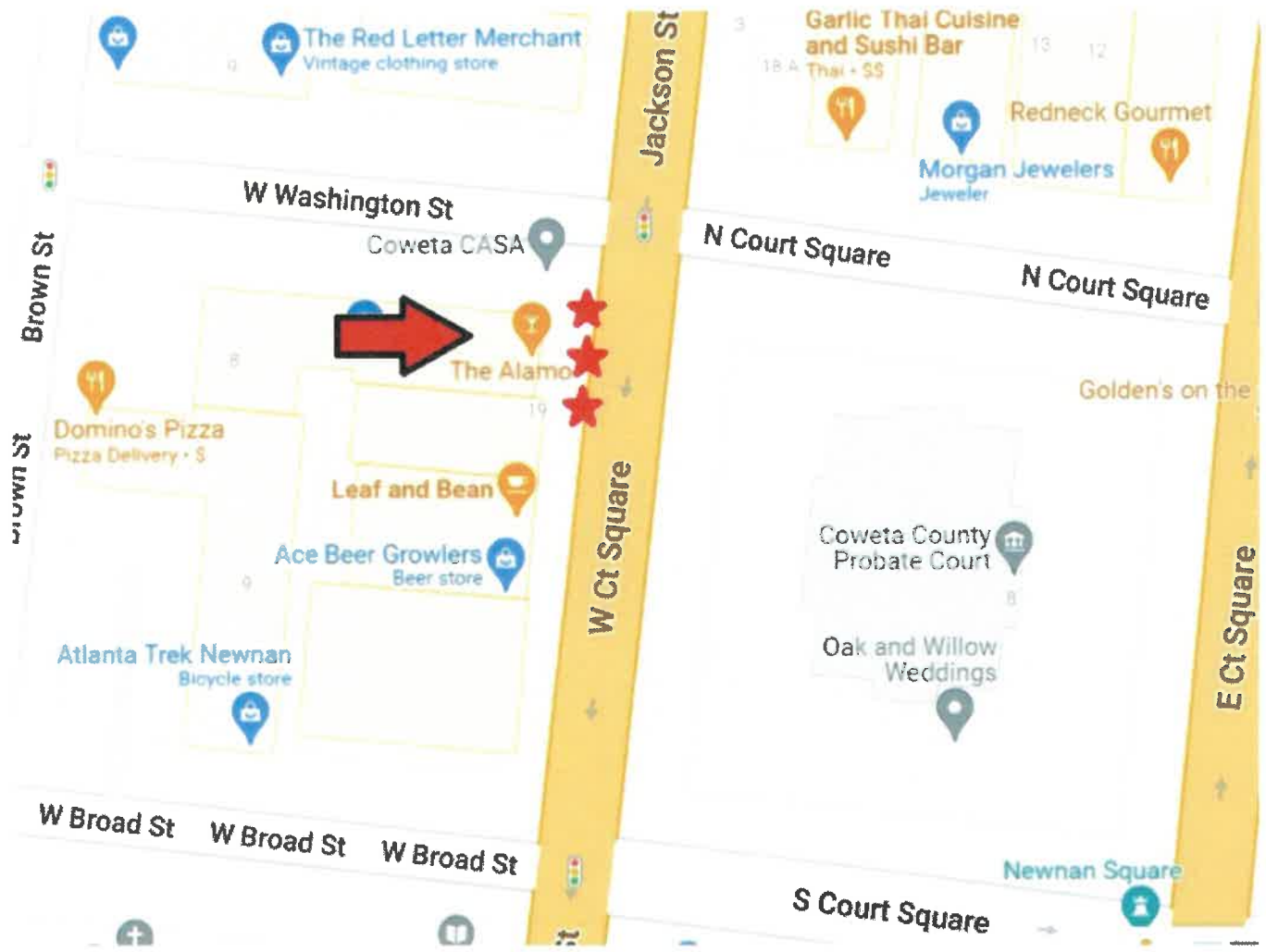


# Visitor Request for Newnan City Council Meetings

City of Newnan

Submitted On:  
March 14, 2022 5:49pm  
America/New\_York

<b>Full Name</b>	Cody Kelly
<b>Address Autocomplete</b>	19 West Court Square, Newnan, GA, USA
<b>Phone Number</b>	4046102224
<b>Email</b>	kelly.cody95@gmail.com
<b>Preferred Method of Contact</b>	Phone
<b>Date of City Council Meeting</b>	4 12 2022
<b>Please provide a brief summary of the topic that you wish to bring before City Council:</b>	I would like to reserve the first 3 Spaces in front of The Alamo/Fabianos on West Court Square from 9pm-2am on the first Friday of every month for a local event sponsor. This is not a request for any sales to take place off property. This is purely for parking/display. The first event is will take place in June. The exact dates for all planned events with the requested parking reservations are June 3rd, July 1st, August 5th, September 2nd, October 7th, November 4th, and December 2nd.
<b>Please attach any supporting documentation such as maps, flyers, signage etc. along with this submissions.</b>	<a href="https://seam.ly/QH6wXUx0">https://seam.ly/QH6wXUx0</a> Alamo Parking Spot Reservation.map.jpg <a href="https://seam.ly/dS7UCuSS">https://seam.ly/dS7UCuSS</a> Alamo Parking Spot Reservation.img



Sec. 18-152. - Application.

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

(1) Filing period. An application for a parade permit shall be filed not less than ten days or more than 30 days before the date on which it is proposed to conduct the parade.

(2) Contents. The application for a parade permit shall set forth the following information:

a. The name, address and telephone number of the person seeking to conduct the parade; and the applicant, if different.

**Andrea N. Boswell**

**1117 Montclair Dr. Peachtree City, GA 30269 678-641-1247**

**on behalf of: The Newnan Coweta Art Association**

b. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of that organization.

Newnan Coweta Art Association

PO Box 2637 Newnan, GA 30264

Teresa Foshee – President 770-315-7583

c. The name, address and telephone number of the person who will be the parade leader and who will be responsible for its conduct.

Co Chairs for this event are: Andrea Boswell and Tammy Troyer  
1117 Montclair Dr. Peachtree City, GA 30269 678-641-1247 and  
59A Mary Turner Ct. Newnan, GA 30263 704-578-6375 on behalf of the NCAA

d. The date when the parade is to be conducted.

Labor Day Festival September 5, 2023 10:00am to  
4:00 pm

e. The route to be traveled, the starting point and the termination point.

**The Labor Day Festival will take place around the courthouse Square, as in the past. The streets labeled North Court Square and South Court Square will be closed to through traffic during the hours of 8:00 am and 6:00 pm**

**Food Trucks will be placed at street parking on West Court Square (side that faces the courthouse only) and also on East Court Square (again the side that faces the courthouse only).**

f. The approximate number of persons who, and animals and vehicles which, will constitute the parade; the type of animals, and description of the vehicles.

**5-7 food trucks and 55 10X10 foot booths**

- g. The hours when the parade will start and terminate.  
8:00 am – 6:00 pm – this includes  
set up and take down
- h. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed.  
The Festival will take up all of North and South Court Streets up to but not including the cross streets and only parking areas adjacent to the courthouse on East and West Court Square
- i. The location by streets of any assembly and dispersal areas for the parade.

**South Court Street and North Court Street**

- j. The time at which units of the parade will begin to assemble at any assembly area or areas and a designation of the assembly area and the dispersal area.

**8:00 am – 10 am is set up on North and South Court Square 4:00 to 6:00 is dispersal**

- k. The interval of space to be maintained between units of the parade.  
3 feet is allocated between booths side by side and 6 to 8 feet between booths across  
form each other
- l. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for the permit shall file with the office of the city business license department a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on its, his behalf.

The President of the NCAA will be asked to complete this letter.

- m. Any expenditure of funds by the applicant or his organization for or on behalf of participants in the parade, the amounts thereof and the names and addresses of to whom paid.

**Until permission is granted by the City and County no expenditures have been made. We intend to provide trash receptacles and porta-potties. A full line item budget available upon request.**

- n. Any additional information which the city business license department shall find reasonably necessary to a fair determination as to whether a permit should issue.

This is a continuance of the Labor Day Festival that had been organized by Jenny Jones for the past 5 years. She had asked the NCAA to take over the planning and presentation of this event and the Board of the NCAA agreed to do so. No major changes to this event are being planned.

**Motion to Enter into Executive Session**

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

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

**Motion to Adopt Resolution after Adjourning Back into Regular Session**

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