



# Newnan City Council Meeting

AUGUST 13, 2019

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

**CALL TO ORDER** – Mayor Keith Brady

## **INVOCATION**

## **READING OF MINUTES**

- I Minutes from Regular Meeting on July 16, 2019..... Tab A
- II Minutes from Special Called Meeting on July 25, 2019 ..... Tab B
- III Minutes from Special Called Meeting on August 6, 2019 ..... Tab C

## **REPORTS OF BOARDS AND COMMISSION**

- I 4 Appointments – Cultural Arts Commission – 3 Year Terms
- II 1 Appointment – Keep Newnan Beautiful – 3 Year Term
- III 2 Appointments – Board of Zoning Appeals – 3 Year Terms
- IV 2 Appointments – Downtown Development Authority – 3 Year Terms
- V Annual Report – Newnan Convention Center Authority

## **REPORTS ON OPERATIONS BY CITY MANAGER**

## **REPORTS AND COMMUNICATIONS FROM MAYOR**

## **NEW BUSINESS**

- I 2018 CAFR presented by auditors – Clifton, Lipford, Hardison and Parker, LLC..... Tab D
- II Ordinance to set millage rate for 2019 Property Taxes..... Tab E
- III Consider agreement with LifeWorks by Morneau Shepell to provide an Employee Assistance Program to City employees..... Tab F
- IV Newnan Coweta Historical Society Presentation regarding operations of the Hollis-McRitchie Museum ..... Tab G
- V Consider extending a contract award for concrete lifting services as resource for addressing specific sidewalk repair ..... Tab H
- VI Consider partial release from Stormwater Facility Maintenance Agreement made between Coweta County TLC LLC, and the City of Newnan in Madison Park at Newnan Lakes ..... Tab I
- VII Consider approval for Engineering Services Master Agreement for the Lower Fayetteville Road Operations and Safety Project..... Tab J
- VIII Consider approval for Scope and Fees for Task Order No. 1; Preliminary Engineering, Phase I, Scoping for the Lower Fayetteville Road Operations and Safety Project ..... Tab K
- IX Direction regarding possibility of renaming a portion of Water Works Road..... Tab L

- X Housing Authority of Newnan – Request to waive Pilot Fees for 2019..... Tab M
- XI Consider three (3) MEAG agreements to purchase excess power.....Tab N
  - *MEAG Power Sale of Excess Power to City of Newnan on Behalf of the City of Cairo*
  - *MEAG Power Sale of Excess Power to City of Newnan on Behalf of the City of Griffin*
  - *MEAG Power Sale of Excess Power to City of Newnan on Behalf of the City of East Point*
- XII Consider Change Order #1 through #5 for the Sprayberry Road Recreational Dog Park Project .....Tab O

**UNFINISHED BUSINESS**

- I Request for transmittal of the 2019 update to the Capital Improvements Element (CIE), which includes the Short-Term Work Program (STWP), to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA)..... Tab P
- II Status Reports – 10 Burch Ave, 280 W Washington St, 121 Pinson St, 180 W Washington St, 11 Melson St, 15 Elm Cir, 18 Berry Ave and 33 Hardaway St .....Tab Q

**VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS**

- I Request from Newnan Chapter #483, Order of the Eastern Star to conduct the 33<sup>rd</sup> Annual Dr. Martin Luther King, Jr. Parade in Newnan, Georgia on Saturday January 11, 2020 beginning at noon on the same route as in previous years..... Tab R
- II Request from Watercrest Senior Living Group assisted living community, which is opening soon in Newnan, to consider change in ordinance that will allow them to serve alcohol in their restaurant and bistro without meeting the requirement to be open to the public ..... Tab S
- III Request from Frankie Harden-One Roof to consider approval to sign document to accompany application to DCA for Emergency Solutions Grants Program ESG ..... Tab T
- IV Request from Frankey Henderson – Coweta Schools to hold their Annual Student-Vet Connect 5K on November 9, 2019 at 7 – 10 am, the same day as the Veteran’s Parade..... Tab U
- V Max Kitchens – Filming on Greenville Street

**EXECUTIVE SESSION – LEGAL, PERSONNEL AND REAL ESTATE**

**ADJOURNMENT**

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

**JULY 16, 2019**

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, July 16, 2019 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

**CALL TO ORDER**

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

**PRESENT**

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

**MINUTES – REGULAR COUNCIL MEETING – JUNE 18, 2019**

Motion by Councilman Koritko, seconded by Councilman Alexander to dispense with the reading of the minutes of the Regular Council meeting for June 18, 2019 and adopt them as presented.

**MOTION CARRIED. (6 – 0)**

**BOY SCOUT TROOP**

Mayor Brady welcomed two members from Troop 2193, Cokes Chapel, Joseph Ashley and Caleb Long working on Citizenship in Community on road to Eagle.

**APPOINTMENT – NEWNAN YOUTH ACTIVITIES COMMISSION**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to re-appoint Carole Newell to the Newnan Youth Activities Commission for another three year term.

**MOTION CARRIED. (6 – 0)**

**APPOINTMENT – URBAN REDEVELOPMENT AGENCY**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to re-appoint Gerald Walton to the Urban Redevelopment Agency for another three year term.

**MOTION CARRIED. (6 – 0)**

**APPOINTMENTS – CULTURAL ARTS COMMISSION**

Mayor Brady asked the City Manager to place his appointment along with Councilman DuBose, Councilman Shell, and Mayor Pro Tem Jenkins's to the Convention Center Authority on the agenda for the next meeting.

**APPOINTMENT – KEEP NEWNAN BEAUTIFUL**

Mayor Brady asked the City Manager to place Councilman Dubose's appointment to the Keep Newnan Beautiful Commission on the agenda for the next meeting.

**APPOINTMENT – RETIREMENT COMMISSION**

The City Manager recommends the re-appointment of Mark Cooper to the Retirement Commission for another three year term.

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve the re-appointment of Mark Cooper to the Retirement Commission for another three (3) year term.

**MOTION CARRIED. (6 – 0)**

**PUBLIC HEARING/ ALCOHOL BEVEAGE LICENSE – TWO EAST COURT SQUARE**

Mayor Brady opened a public hearing on the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine for Two East Court Square located at 2 E. Court Square.

A representative of applicant was present for the hearing. No one spoke for or against the application. Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

Motion by Councilman DuBose, seconded by Councilman Alexander to approve the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine Licensed for Two East Court Square located at 2 E. Court Square.

**MOTION CARRIED. (6 – 0)**

**PUBLIC HEARING - 2019 UPDATE CAPITAL IMPROVEMENTS ELEMENT – WHICH INCLUDES 2019 UPDATE TO SHORT-TERM WORK PROGRAM**

Mayor Brady opened a public hearing for the 2019 update to the Capital Improvements Element, which includes the 2019 update to the Short-Term Work Program.

This is to inform the public of the City of Newnan's completion and intent to adopt its update to the Capital Improvements Element (CIE) of the 2016 - 2036 Comprehensive

Plan which includes the Short-Term Work Program. All local governments that utilize an impact fee system under GDIFA must include CIEs in their comprehensive plans and update the CIE portion of their plan annually. Official transmittal to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs is planned to be requested at the August 13, 2019 Council meeting.

Mayor Brady closed the public hearing.

**AGREEMENT – GROUNDS LEASE BETWEEN CITY OF NEWNAN AND THE COMMUNITY ACTION FOR IMPROVEMENT (CAFI)**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve the three year renewable Grounds Lease Agreement between the City of Newnan and the Community Action for Improvement.

**MOTION CARRIED. (6 – 0)**

**AGREEMENT – INTERNATIONAL MOUNTAIN BIKING ASSOCIATION AND SOUTHERN OFF- ROAD BICYCLE ASSOCIATION (IMBA-SORBA ATLANTA) - MANAGE CONSTRUCTION 2 MILE MOUNTAIN BIKE TRAIL**

Motion by Councilman Koritko, seconded by Councilman Alexander to approve the agreement with IMBA-SORBA Atlanta to manage the construction of the 2 mile mountain bike trail adjacent to the Newnan Centre LINC in an amount not to exceed \$15,840.00. Funding from SPLOST 2019.

**MOTION CARRIED. (6 – 0)**

**PURCHASE SUTPHEN HEAVY DUTY CUSTOM PUMPER TRUCK AND LOOSE EQUIPMENT USING HGAC (HOUSTON-GALVESTON AREA COUNCIL) CO-OP METHOD**

Motion by Councilman DuBose, seconded by Councilman Koritko to approve the purchase of the heavy duty custom pumper truck and loose equipment utilizing the HGAC Co-Op method from Sutphen Corporation in the amount of \$549,962.00.

**MOTION CARRIED. (6 – 0)**

**CHANGE ORDER – ADDITIONAL WORK UNDER EXISTING CONTRACT FOR  
REPAIRS AND PAVING OF VARIOUS STREETS UNDER THE LMIG 2019 PROGRAM**

Motion by Councilman Alexander, seconded by Councilman Koritko to approve the change order for additional work under existing contract with Piedmont Paving, Inc. for repairs and paving of various streets under the LMIG 2019 program at estimated cost for \$549,847.90.

**MOTION CARRIED. (6 – 0)**

**REQUEST – STREET CLOSURE – TUCKED AWAY MUSIC FESTIVAL – MAIN  
STREET**

Motion by Councilman DuBose, seconded by Councilman Koritko to approve street closure to Perry Street between Spring Street and E Broad and E Broad and E Washington Street for Tucked Away Music Festival October 26, 2019.

**MOTION CARRIED. (6 – 0)**

**PUBLIC HEARING – RESIDENTIAL GROUP – REZONE 6.667± ACRES – EAST  
BROAD STREET, KNOWN AS CALDWELL TANKS PROPERTY FROM CBD  
(CENTRAL BUSINESS DISTRICT) TO MXD (MIXED USE DEVELOPMENT DISTRICT) –  
ORDINANCE**

Mayor Brady stated this is a business meeting, so we expect everyone to act accordingly, with no public demonstration in favor of or opposed to any speaker. The applicant, proponents and opponents will each have 15 minutes with 3 minutes per speaker with any unused 15 minutes for rebuttal.

Mayor Brady opened a public hearing on the rezoning of 6.667± acres located on East Broad Street known as Caldwell Tanks property.

Applicant

Ms. Meliss Griffis, on behalf of The Residential Group, is seeking rezoning for 6.667± acres located on East Broad Street known as the Caldwell Tanks site. The applicant is seeking to redevelop the site for a mixture of commercial businesses, offices, apartment units and a parking deck. The 6.667± acres are currently zoned CBD (Central Business District) and is seeking a MXD (Mixed Use Development District) zoning designation.

Mr. Kurt Alexander, Developer, noted a rezoning package has been presented. The 2014 Livable Centers Initiative Report established long term goals for preservation and redevelopment of the property as a mix of land uses that would capture a large portion of the area's longer term retail and residential demands. A mixed use development program would benefit the Downtown by providing new goods and services for existing residents and workers, adding more 24 hour life and spending power creating more of a critical

mass of new residents. We will reuse the late 1800's office building and the attached 3 story warehouse as well as the construction of 348 luxury apartment homes organized around a new street. Walking into the project is about 11.5 million dollars. The project will be owned and operated by a single entity and no division of land by easement will occur. This is renter by choice attracting renters under the age of 35 and over 55 with income of \$102,000 per year.

#### Favor

Mr. Cal Stotilar, home owner 32 years and business owner 27, stated we survived Street Scape and other hurtles. Our goals have been to bring people downtown. We need this project.

Mr. Gary Bernstein, resident Perry Street, stated he came before Council 4 1/2 years ago request ground floor residential in downtown. Four thing to consider:

- 1) Living space walkable to Central Business District
- 2) Comply with Historical District – his home modern and Historical
- 3) Renters looked down on- not everyone wants to own a home
- 4) The building where his business is located is 100 years old which requires money to keep up appearance – lower traffic impact (people walking to downtown)

He urges Council to form subcommittee to work out all of the details for this project.

J.J. Thomasson, 75 Jackson Street, indicated he is in favor of the project. The City of Newnan has blessed his family in many ways. We can accept new people in our community and preserve history at the same time.

David Carver stated this is a change in zoning. If Council chooses not to approve the zoning request this will send a message to the developer. There are a lot of questions to be answered before considering the request.

#### Opponents

Ms. Lynn Chapman, East Broad Street, stated she has attended several meetings on the rezoning issue. We are home owners and support our neighborhood. The development being presented is a large development that will generate more traffic. Parking is a serious issue.

Ms. Palmer, 19 Alpine Drive, stated she attended the meetings held and the Planning Commission meeting. She is opposed to the project. This project is for apartments only. Research has proven this type project has failed in other areas. This project is too mass of a project for the Historical District. Parking is a big issue.

Scott Frederlering stated he is opposed to the rezoning project. We shop in Newnan and support the merchants. The development of the apartments is a lack of interest of the developer. Parking and traffic will be an issue. We are proud of our community.

Gary Martin, 39 Jackson Street, informed Council he retired and moved here. He has seen development like this not workout in other areas. Traffic will be greater. Newnan has a total of 46.65% occupancy in apartments now with \$55,000 income. There are new complex spreading up everywhere.

Katie Chapman, 71 East Broad Street, stated we do buy homes and go to work. We drive cars. There are millennials that do not rent.

Carrie Knight, 37 College Street, stated she went on web site and Newnan has 40% apartment rental. The report indicated renters were over burned paying too much for rent compared to their income. She stated Newnan may not have the demographics to support the apartment renters.

Stan Topal stated he moved to Newnan for the old fashion town where he could walk to downtown. He suggested look at where you are and what you have. Traffic will increase with the development.

Frances Kidd stated she grew up here but came back. She wants community to grow but keep the character. She enjoys all of the activities that are provided. She is not against rental units.

#### Rebuttal

Mr. Kurt Alexander stated the RD Cole (Caldwell Tanks) property is in bad disrepair. The soil and ground water is contaminated with many more issues. The cost to start the development is 12 million dollars. The proposed matches the LCI report. I hope we will find a way to make the project work.

#### Planning Director

The subject two tracts consisting of 6.667 acres located off East Broad Street better known as the Caldwell Tanks site. The property is currently zoned CBD and they are looking to develop it as a mixed-use project. The MXD zoning designation allows more flexibility through the use of a master plan that is approved as part of the rezoning. The applicant has already given you an overview of the project for 348 residential apartments, 19,100 sq ft of commercial and office, 12,781 sq ft of open space and a full amenities package with 579 parking spaces.

The properties are part of the Cole Town national register district and the Caldwell Tanks property has been identified in basically all of the city's plans as a prime redevelopment site with mixed use development. The applicant plans to keep the two oldest buildings on the site and is proposing architectural elements consistent with existing downtown buildings for the new construction.

Staff has reviewed the request in terms of the criteria for considering a rezoning request and the full report is included in your agenda packet.

She summarizes some of the findings that were included in the staff report to give you some technical information regarding the site and the proposed project:



There are a variety of zoning designations in the area that include multiple streets, railroad tracts, commercial businesses and existing residences. All the adjacent properties to the west of the railroad tract are either zoned commercial or light industrial. The properties to the east are either commercial or residential.

Both tracts are currently zoned CBD. CBD allows commercial, offices, and apartments above storefronts – so the majority of uses that are being requested in this project outside of the ground floor residential. Under the current CBD district, in looking at the max floor area ratio they could build roughly 203,000 square feet of buildings on the site and there are no parking requirements for development in the CBD. MXD requires you to meet the standard for parking (1.5 spaces per unit for apartments). The applicant is providing 522 spaces for 348 units. Commercial/office is dictated typically 250 sq ft of GFA) [77 total] for a total of 599 required spaces for the project. Under MXD up to 20% being shared parking with an approved parking plan. With 579 spaces the applicant would meet the parking with the 20% reduction for shared parking as they would only be asking of 20 shared spaces.

The project will impact the adjacent and nearby properties as there will be more traffic. A traffic study has been provided as part of the assessment and it shows that there will be roughly 1,288 more trips generated each day - 1265 at morning peak and 198 at evening peak. The greatest impact will be on the streets heading east with the study showing 74% of those trips occurring in that direction. However, the level of service will not change categories and building out the site with commercial and office uses will more than likely bring even more traffic to the area.

For the one-acre tract, the applicant is proposing 48 spaces on site for the 41 units, so you can anticipate some on-street parking. Also, on that particular tract, there will need to be some type of fencing or enhanced buffering to deal with the noise lights, etc. In addition, although the CBD zoning allows up to 45' the applicant has indicated that they will only build three story units on the one-acre tract, which Staff feels needs be a condition.

The development will provide a boost to the downtown economy as residents will take advantage of the shopping, dining and services in close proximity to the downtown.

It will also clean up an existing industrial site and the applicant has agreed to provide an easement for the LINC trail.

In terms of service provision – the applicant is required to do a Community Impact Assessment for developments with over 150 units. Reports from each department/entity as well as a traffic study and an estimated tax breakout has been provided in the packet. Comp Plan – the future land use map shows the two tracts as future commercial; however, the text specifically calls for promoting mixed use development for the Caldwell Tanks site.

The Comp Plan also stresses the need to protect existing historic residential neighborhoods while also promoting adaptive redevelopment/reuse for multifamily/lofts. In addition, the LCI study which was conducted in 2014, specifically provides concepts for the site and the developer has incorporated features from one of the concepts in his proposed plan.

In terms of the National Register listing Staff has contacted the State Historic Preservation Office and they advised us that as with the Central Baptist Church project the demolitions, as proposed, will not result in a delisting of the district. The National Register is non-regulatory and there is no process in place to police historic districts. There would have to

be a new survey conducted in order to assess the integrity of the district. They did express concern over the loss of the 1930's building, (the period of significance is per 1932) but they pointed out that the district would be looked at as a whole in considering its health. So, all of the buildings within the Cole Town designation would be assessed equally since this is a historic district, not a historic place, and therefore, the residential homes are just as significant as the old industrial buildings.

In addition, Staff contacted the Planning and Zoning Director from Duluth to get his assessment of the District at Duluth which was completed in 2018. He indicated that the project was very successful. In fact, he indicated they were working on Phase II of the development. It was also brought to our attention there were numerous reviews for the development on the web. I had my staff research these reviews and found 112 total comments. Four were about parking. The review averages were 4.4 out of 5 stars for the Duluth project.

At their June 11<sup>th</sup> meeting the Planning Commission held a public hearing and voted unanimously to deny the proposed rezoning. However, should Council decide to approve the request, Staff would recommend including the following conditions:

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

The development will utilize architectural guidelines and covenants to ensure a quality product.

The development will be limited to a maximum of 348 apartment units and a minimum of 579 total parking spaces. The 1.064 acre tract north of East Broad Street shall be limited to 41 apartment units and 48 parking spaces. The 5.603 acre tract south of East Broad Street shall be limited to 307 apartment units and 531 parking spaces.

The non-residential uses on the property will be limited to those uses allowed in the Central Business District (CBD).

The apartments proposed on the 1.064 tract north of East Broad Street shall be limited to three stories in height.

The applicant will work with the City's Landscape Architect to ensure adequate buffering is provided in the landscape strip between the 1 acre tract on the north side of East Broad Street and the adjacent residential property.

Councilman Alexander and Koritko had questions about the guest parking for the one acre tract.

Kurt Alexander indicated they are using the unit count provided and not providing guest parking. We are going under the assumption some may use off street parking.

Councilman Guillaume stated the parking is allocated to the area for the 240 units but it appears the parking for the one acre lot property has not been addressed.

Mr. Kurt Alexander indicated they base their design on the number of bedrooms.

Mayor Brady asked if the one acre tract went away would it work. Mr. Alexander indicated it would work but would be better with the tract.

Councilman DuBose asked about the possibility of townhomes on the site. Mr. Alexander stated his company specializes exclusively with apartments but could prep the site for another developer.

Mayor Pro Tem Jenkins has concerns with the number of apartments on the one acre site across from Caldwell Tanks. Make sure the architect design matches the downtown. She also is concerned of the density of 348 units (can the number be less).

Mayor Brady thanked everyone for their participation and attendance during the meetings. He suggested continuing the public hearing for the rezoning request to a series of special called meetings for the purpose of allowing the applicant, citizens and staff to present additional materials to explore and discuss potential or revisions to the project until the August 27, 2019 Council meeting.

Motion by Councilman Alexander, seconded by Councilman DuBose to continue the public hearing for this rezoning request to a series of special called meetings on July 25, 2019, August 6, 2019, and August 15, 2019 all meetings to be held at 6:30 pm in the Richard A. Bolin Council Chambers, for the purpose of allowing the applicant, the citizens and City staff the opportunity to present additional materials and to explore and discuss potential or possible revisions to the proposed project that might be different from what has been proposed tonight, with consideration of the rezoning request to be held during the regularly scheduled meeting on August 27, 2019 at 6:30 pm.

**MOTION CARRIED. (6- 0)**

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY LOCATED ON EAST BROAD STREET, BEING TRACT I CONTAINING 5.603 ACRES AND TRACT II CONTAINING 1.064 ACRES LOCATED ON EAST BROAD STREET**

Continued to August 27, 2019 meeting.

**RESOLUTION - RESCHEDULE PUBLIC HEARING – 6 GLENN STREET, 8 GLENN STREET AND 100 SPRAYBERRY ROAD**

Motion by Councilman Koritko, seconded by Councilman Alexander to reschedule the public hearing for 6 Glenn Street, 8 Glenn Street and 100 Sprayberry Road for August 27, 2019 to provide for proper advertising time.

**MOTION CARRIED. (6 – 0)**

**CONTINUE RESOLUTION – 15 ELM CIRCLE**

The Code Enforcement Officer informed Council the family has not been able to locate the executor of the estate for this structure but hopes to have a new executor in place by the next meeting.

Motion by Councilman Alexander, seconded by Councilman Koritko to continue the resolution until August 27, 2019 for owners to have a new executor in place for 15 Elm Circle.

**MOTION CARRIED. (6 – 0)**

**REQUEST EXTENSION – 17 RAY STREET**

The Code Enforcement Officer stated the resolution deadline has expired. No repairs have been made on the structure. The property has gone into foreclosure. He recommends moving forward with the resolution.

**UPDATE – 18 BERRY AVENUE**

The Code Enforcement Officer stated the owner is present to give an update on his plans for the structure located at 18 Berry Avenue.

Mr. Daniel Moten informed Council he is requesting an extension to either sell or demolish the structure located at 18 Berry Avenue.

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve an extension of ninety (90) days to either sell or demolish the structure located at 18 Berry Avenue.

**MOTION CARRIED. (6 – 0)**

**STATUS REPORTS – 10 BURCH STREET, 280 W. WASHINGTON ST, 121 PINSON ST, 180 W. WASHINGTON ST, 11 MELSON, AND 33 HARDAWAY ST**

| <u>Property</u>     | <u>Owner</u>         | <u>Status</u> | <u>Resolution<br/>Deadline</u> |
|---------------------|----------------------|---------------|--------------------------------|
| 10 Burch Ave        | Abdul S. Kader       | No progress   | 09/17/2019                     |
| 280 W Washington    | Irvin Jones Estate   | Progress made | 10/06/2019                     |
| 121 Pinson St       | Marcus Beasley       | No progress   | 08/05/2019                     |
| 180 W Washington St | Render Godfrey       | No progress   | 09/07/2019                     |
| 11 Melson Street    | Cassandra Richardson | For sale      |                                |
| 33 Hardaway St      | Annie Cook estate    | For sale      |                                |

These properties have been before Council with public hearings.

**FILMING ON GREENVILLE STREET – MAX KITCHENS**

Mr. Max Kitchens, Kitchens Auto, stated he has concerns with the ongoing filming. Because of the road closures for 3 days with no traffic flow he lost business. Something needs to be done for the local businesses. Going forward Staff needs to reach out to business owners. He was informed the Assistant City Manager is the go between with the filming companies.

Mr. Emory Bray, Newnan Plaza /Pawn Shop, stated there were people parking at Binion Tire walking to his business because of the road closure during filming. He contacted the filming company with a bill for his loss and was told they had no money. He is asking for help.

**REQUEST – COWETA PREGNANCY CENTER – FUNDRAISING WALK**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve the request by Cindy Hughes, Coweta Pregnancy Center for a 30 minute Fundraising Walk on Saturday September 4, 2019.

**MOTION CARRIED. (6 – 0)**

**REQUEST – DERRICK TEAGLE – EMPOWERED 4 LIFE, HOST WRESTLING FUNDRAISER – WESLEY STREET GYM**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve the request by Derrick Teagle, Empowered 4 Life to host Wrestling Fundraiser at the Wesley Street Gym on Saturday 8/17/2019.

**MOTION CARRIED. (6 - 0)**

**REQUEST – JARMAINE ELDER, SR., PREVAILING GRACE MINISTRIES – USE HOWARD WARNER GYM**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve the request by Jarmaine Elder, Sr, Prevailing Grace Ministries to use Howard Warner Gym from July 21 – December 29, 2019 from 9:00 am – 1:00 pm. on December 29, 2019.

**MOTION CARRIED. (6 – 0)**

**REQUEST – MOTOWN BY FERGIES/FERGIES DESIGN – HOST OUTDOOR EVENT ON GROUNDS MUNICIPAL BUILDING – DJ, MUSIC, FOOD TRUCKS AND VENDORS IN CONJUNCTION WITH SCHEDULED CONCERT AND ENTERTAINMENT IN WADSWORTH AUDITORIUM**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve the request to host an outdoor event on the grounds of Municipal Building from 2 to 10 pm including a DJ, music, food trucks and vendors, in conjunction with a scheduled concert and entertainment in the Wadsworth Auditorium from 5 – 10 pm on September 7, 2019 with modified use of parking.

**MOTION CARRIED. (6 – 0)**

**ADJOURNMENT**

Motion by Councilman Koritko, seconded by Councilman Guillaume to adjourn the Council meeting at 8:25 pm.

**MOTION CARRIED. (6 – 0)**

The special called meeting of the City Council of the City of Newnan, Georgia was held on Thursday, July 25, 2019 at 6:30 p. m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

**CALL TO ORDER**

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

**PRESENT**

Mayor Keith Brady: Councilman members present: Ray DuBose; Cynthia E. Jenkins; Paul Guillaume; Dustin Koritko and George Alexander. Council member absent; Rhodes Shell. Also present: City Manager Cleatus Phillips; Planning Director, Tracy Dunnavant; Assistant City Manager, Hasco Craver; Planning & Zoning Administrative Assistant, Tina Fronebarger; City Attorney, Brad Sears and Police Chief, Douglas “Buster” Meadows.

**BOY SCOUT TROOP**

He recognized Christopher Slay from Boy Scout Troup 55 for being in attendance for his communication badge.

**CONTINUATION PUBLIC HEARING – REZONING REQUEST 6.667± ACRES LOCATED EAST BROAD STREET – KNOWN AS CALDWELL TANKS PROPERTY (TAX PARCEL #s N04 0010 006 AND N04 0012 001): MELISSA GRIFFS ON BEHALF OF THE RESIDENTIAL GROUP (RZ2019-05)**

Mayor Brady explained this was a continuation of the public hearing from July 16<sup>th</sup> regarding the Residential Group’s request to rezone 6.667 acres located on East Broad Street, known as the Caldwell Tanks property, from CBD (Central Business District) to MXD (Mixed Use Development). He explained that this meeting is the first of three meetings and is designed for Council to hear what the citizens would like to see done with this property. Mayor Brady mentioned several topics that had been brought up at the last meeting including: development on the one-acre lot on the east side of the railroad tracks, density of the apartments, lack of architectural compatibility between the proposal and the historic district, lack of adherence to the comprehensive plan and LCI study, lack of parking, increased traffic, and the ratio of the commercial/retail space to the residential square footage. He said there were other comments Council heard as well, but he could not list them all.

Cleatus Phillips stated this was a critical site for the city and the decision could impact the downtown for several years. He thanked the citizens for their input and involvement. Phillips gave a presentation outlining Newnan at a Glance (provided 2000 stats to current day); Housing Characteristics (provided 2000 stats to current day); Planning for the City’s Future (Comprehensive Plan 2016-2036); The Comprehensive Plan’s components; the Community Involvement Plan; The Comprehensive Plan’s Goals and Policies; The Comprehensive Plan’s Housing Goals; The Comprehensive Plan’s segments on Caldwell Tanks; the Livable Centers Initiative (LCI) Study; the LCI Public Engagement Process; Caldwell Tanks’ excerpts in the LCI Study – Concepts A, B & C; Current Zoning (Central Business District) for the property; and an overview of TRG’s Proposed Project. In conclusion, Phillips stated the City values and wants citizen input and asked, “What change(s) would you like to see made to the

proposed project?” He explained they are lifting the 15-minute speaking time to give the public an opportunity to be heard.

Susan Green stated she is opposed to the proposal for Caldwell Tanks. She asked if they plan to preserve and protect the integrity of the historic districts, or will you allow Newnan to become just another city of high-density apartments. She said the community overwhelmingly opposes this and asked what the Council would like their legacy to be.

Gary Martin discussed density being a serious issue, the developer holding the property for 10 years, and the sincerity of someone who tells us they want to be involved in this community for that length of time when their track records shows something totally different.

Jack McBride voiced his concern that the City is not thinking outside the box. He mentioned Brant Frost’s idea for the city to buy the property. McBride said there are other ways to do this as true mixed use. He asked why the developer wants to build downtown as he doesn’t feel people will be rushing to rent these apartments.

Brant Frost IV stated the city should buy the properties and sell them to someone we choose. He mentioned the possibility of a tax allocation district, the public benefit, the need for high quality, and waiting for the right project to come along.

Stan Topal said this project is the wrong project for this site. He stressed that this is Newnan not Atlanta and urged the Council to keep Newnan alive.

Jocelyn Palmer discussed the developer using tax credits. She explained the Jobs Act and provided an explanation of the opportunity zone tax credits which the developer is planning to use. Palmer concluded that capitalism is a good thing, but not in this case.

Matthew Swope stated he felt Newnan needed a “draw”. He mentioned opportunities on the square for open containers, how to draw in millennials, Carrollton and LaGrange having fantastic amphitheaters, liking mixed use, the ability to fill 348 apartments without a draw, modifying it to a smaller mixed-use complex while ensuring we have businesses to go there, the Beltline, and Ponce City Market.

Katie Chapman stated Newnan is rapidly growing but still has the small-town charm. She discussed a decrease of homeownership in the city, the Comprehensive Plan, the proposal not being consistent with the goals of the City, incompatibility with the historic district downtown, the current highest zoning district allowing for 12 units per acre, millennials wanting homeownership, the AJC having an article about Fayette County having the largest flight “out of town” by millennials in the United States, considering an amphitheater like the one in Tuscaloosa, a parking deck, townhomes, and mixed-use or a park on the one-acre site.

Jason Kanner discussed the project’s impact on traffic. He asked what will happen to downtown during construction. Cleatus Phillips mentioned that the applicants will be addressing that during the August 6<sup>th</sup> meeting.

Hannah Chapman discussed what she and fellow graduates talk about regarding their plans after college in terms of where they want to move, work, play and have a work/life balance. She stated what Newnan



needs is not more apartments but something to draw people here. Chapman mentioned a park, baseball stadium, and an amphitheater like the one in Tuscaloosa.

Lynn Chapman said she felt they were at a disadvantage. She stated she had gone through local building, local developers, local architects and the city process in building their home. Chapman stated this project has forced her to be a part of the community. She mentioned the apartments are not suited for this location, and concluded with we need a park, boutique hotel, or townhomes but not 348 apartments.

Phyllis Graham said she adores Newnan. She suggested having a bargaining chip to make this deal work such as a lovely park across the railroad tracks, connectivity to the LINC, the creation of greenspace and maybe reducing the apartments to 295. Graham explained she knows people who choose apartment living and added there is a reason people come to Newnan. She concluded by saying it is the “experience of Newnan” that is creating a draw.

Chuck Landrum voiced concern over the effect of density on a community. He said he sees it over and over again where apartments lower their rents after a few years and mentioned Camelot on Old National Highway. Landrum said he understands there is a cost to decreasing density and said that maybe the City can help alleviate that. He suggested making the project more commercial, creating a park on the other side, and paying the City back with additional parking to help support the downtown. He concluded by saying he wants something there, but this is not it.

Caroline Master asked if the property is rezoned, does the developer have to stick to what he has proposed or can he deviate from his plan. She added that she is also concerned about the lack of greenspace. Cleatus Phillips explained that the rezoning has proffered conditions that is a statement of what will be delivered and the Council will adopt those as conditions. He concluded with what is proposed will have to be delivered.

Michael Miller said the Council should deny the proposal and the community should pull together to court a developer with a different vision for this site. He added the LCI references Ponce City Market and he mentioned other developments like Bottle Works, Newnan Lofts, and Cabbage Town as examples of what he would like to see. Miller said he would like to see them keep buildings 1, 5, 3, and 4 and incorporate those with a mixture of uses. He added that the plans should be in accordance with preservation standards, reduced density, and have a viable parking solution. Miller concluded by stating the historic character of Newnan is at stake here.

Brant Frost V urged Council not to retreat from the 20 years of intentional effort the City made to preserve the downtown area. He mentioned the work of 50 years can be undone in just a minute or a lifetime reputation can be undone with one bad mistake. Frost reminded the Council that they were representing the constituents and concluded by stating that these people are the ones who elected you.

Barbara Willey said she would prefer a community use, open space like Greenville or First Avenue Park, a park for children to play, a soccer field, an amphitheater, a community recreation center with a swimming pool, a shopping district with small boutiques, restaurants, possibly a boutique grocery store such as Whole Foods or Trader Joes, having shops on the bottom level with loft apartments above (one level only), single family homes with open space, townhomes with open space, lowering the number of

apartments to 30, and open parking spaces. Willey asked Council to listen to their constituents and if they are not listening, then they are not representing them.

John Palmer said he wants home ownership. He added the city is trying to place a square peg in a round hole and asked when the Council will debate Mr. Frost's proposal. Mayor Brady explained they could not until after they made their decision on the current proposal. Phillips explained the applicant is entitled to due process under this rezoning request and what we are doing here tonight is a first, but we have to protect the applicant's due process. He added the Council will vote on the proposal or the amended proposal and that is what they have to do by law. John Palmer mentioned the three concepts in the LCI study and Phillips stated the three concepts were based on public input.

Scott Frederking agreed that the Comprehensive Plan's participation was less than ideal. He stated this project does not conform to the plan and the City should have the applicant withdraw the application. He stated there is nothing wrong with apartments, per say, in the right place with appropriate density. Frederking mentioned the LCI study excluding the one-acre lot from the mixed use designation. He mentioned parking, reducing density, the external façade being compatible with the surrounding area, and concluded with a suggestion to thank the Residential Group on their interest in our City and sending them on their way.

Chris McBride explained she has never been to a Council meeting. She asked if after the Council votes, will she be able to ask each Councilmember why they voted for this proposal. McBride asked will we find out why you voted yes or no for this fiasco. Mayor Brady stated the public should not assume that the Council has taken a position on this request as they are having this series of meetings to get public input. Mayor Brady stated he would be happy to answer the question of why he voted the way he did for anyone who would ask him.

Frances Kidd voiced her concerns about looking ahead and seeing when Newnan is not going to be desirable. She said she grew up here and left because there was nothing to do and came back because it is so much better now. Kidd doesn't want to look back to see when they lost control of development.

Katie Noles said she is not necessarily opposed to a large development as she welcomes new businesses. She mentioned a pattern within the downtown area that is pushing out small businesses like theirs. Noles stated the market in Newnan is crazy right now and its almost unaffordable for small businesses to stay here. She said to keep that in mind, they are at the point of having to look at Grantville, Moreland or Carrollton for a new location because the market around here has gotten so insane with the pricing. Noles suggested something like an amphitheater or Ponce City Market would be a better use than 350 apartments and feels very strongly that the project is not an option for the downtown area. She said an amphitheater would also be a great idea.

Phillips thanked everyone for their participation. Gary Martin asked for direction for the next meeting so they will know what to expect. Mayor Brady stated Cleatus Phillips will get something on the website. Melissa Griffis, attorney for the applicant, came forward and thanked everyone for coming and added that she had been taking notes on their concerns and suggestions. Griffis said they welcome this opportunity and appreciate everyone's input. She said our plan is to look at all of this information and respond at the next meeting.

Hasco Craver reminded the audience to leave their completed comment cards in the basket in the hall. Mayor Brady stated there was a lot of good and positive suggestions that is different from the proposal and he encouraged everyone to attend the next meeting. Phillips explained the format for the August 6th meeting.

Lynn Chapman asked about time limits on public comments. Mayor Brady said that he is not a fan of time limits and would say no regarding the time limits, but indicated that the same topics do not need to be repeated over and over. He stated Council would like to hear any new objections as well as comments in response to any revisions the applicant proposes. Lynn Chapman mentioned she has not run into anyone who knew about the public input process during the Comprehensive Plan. Mayor Brady said the City would count on her to be a part of that process in the future as they love citizen participation. He said this is a unique opportunity that could have a multigenerational impact. Mayor Brady emphasized that they are trying to be transparent and open. A gentleman in the audience asked when Councilman Shell will be back. Mayor Brady said Councilman Shell's trip was planned months before the application had been filed. Phillips said he expects him to be back for the next meeting. A lady asked about due process. Phillips explained what it is and the process that had to be followed.

**ADJOURNMENT**

Motion by Councilman Alexander, seconded by Council Koritko to adjourn the meeting at 8:17 p.m. to continue the public hearing.

**MOTION CARRIED (6 - 0)**

\_\_\_\_\_  
Della Hill, City Clerk

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

The special called meeting of the City Council of the City of Newnan, Georgia was held on August 6, 2019 at 6:30 pm in the Richard A. Bolin Chamber of City Hall with Mayor Keith Brady presiding.

**CALL TO ORDER**

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

**PRESENT**

Mayor Brady; Council members present: George Alexander, Ray DuBose, Paul Guillaume, Dustin Koritko and Rhodes Shell. Council member absent: Cynthia Jenkins. Also in attendance: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; Planning Director Tracy Dunnivant and City Attorney, Brad Sears

**UNFINISHED BUSINESS – CONTINUATION OF PUBLIC HEARING FROM JULY 16, 2019 - REQUEST FROM THE RESIDENTIAL GROUP TO REZONE 6.667± ACRES LOCATED ON EAST BROAD STREET, KNOWN AS CALDWELL TANKS PROPERTY FROM CBD (CENTRAL BUSINESS DISTRICT) TO MXD (MIXED USE DEVELOPMENT DISTRICT)**

Hasco Craver stated that 45 comment cards had been received at the last session. He provided documentation to the City Council which listed the comments and advised the public that the information would be available on the City's website. Craver covered the major themes from both the comment cards and the verbal comments received at the meeting. He also created a wordle which emphasized the most used words from the comments. Craver stated that some of the comment cards included questions, which he felt were either addressed in staff's report or could be answered by the developer.

Kurt Alexander, The Residential Group, stated he was there to discuss amendments to his proposal. Mayor Brady asked who owned the subject properties. Alexander stated it was Broad Street Forum, Inc. out of Kentucky. Mayor Brady asked who were the real estate agents. Alexander stated Hassan Tayara and Mike Warren. Mayor Brady asked if either he or anyone on the City Council were involved in this transaction. Alexander said no.

Alexander discussed the changes he was proposing to his project. He stated the total acreage would be reduced from 6.7 acres to 5.6, which meant that the 1-acre tract across the railroad tracks was being dropped from the project. Alexander said the total number of apartments would also be decreased from 348 to 285. He mentioned the height of the buildings on East Broad Street would be reduced from 4 stories to 3 and would now have flat roofs to maintain the character of the downtown area. Alexander discussed revisions to the parking counts. He stated that the 98 commercial and guest parking spaces would stay the same, but the total number of spaces would be reduced to 503. Alexander said there would be 165 one-bedroom units and 120 two-bedroom units. He mentioned with the loss of the 1-acre tract, there would not be a need for a buffer variance. Alexander stated the amenities, adaptive re-use of the existing buildings, and the landscaping would

not be changed. He discussed where the LINC easement could be located on the 5.6 acres and how it could run from East Broad Street all the way to Salbide.

Chris Kacena, Studio Architects, stated his team studies the area in which their project is to be located when determining the appropriate architectural design. He showed pictures from the area of influence and added that Newnan has a lot of parapets. Kacena stated that the characteristics of downtown Newnan included 2 and 3 story facades, canopies/awnings, storefronts and some industrial simplicity. He showed renderings of the proposed buildings on East Broad Street and Salbide to give an idea of how these new structures would stand in relation to the existing buildings in terms of height. Alexander added that they would continue to refine the proposed architecture to make sure they build something that works with the fabric of Newnan. Mayor Brady asked if the storefronts along East Broad Street would be used as commercial space. Alexander stated it would actually be used for the development's amenity area.

John Young stated the Planning Commission voted to recommend denial of the rezoning request two months ago. He asked what the role of the Commission was during this process. Sears explained that the Commission's role is to serve as a reviewing and recommending board. He added that the Planning Commission is actually not required under state law and mentioned that Coweta County does not have such a board. Young asked if the Planning Department staff had worked with the Commission prior to developing their recommendation. Dunnivant explained that staff provides a technical report to the Commission that addresses questions dictated by the Zoning Procedures Law. She added the Commission uses the report and holds a public hearing in order to obtain the information they need to make a recommendation. Young stated that the railroad is very loud and added that a silent crossing would be a "game changer".

Alejandro Glomba stated the project is good for Newnan as it will be a source of revenue. He mentioned that when the white supremacy group came to town, the citizens were all about inclusivity; however, when newcomers try to move here, the town waives the flag of exclusivity.

Scott Frederking asked what the 1-acre lot would be used for if the developer was removing it from the project. Alexander said he wouldn't be purchasing the tract so that would be up to the owner. Frederking mentioned that only 15 apartments would be eliminated from the large tract and his objections to the density still stands.

Sarah Chapman stated that the overall density per acre actually increases with the removal of the 1-acre lot at 51 units per acre. She asked Alexander if there were plans to widen Thompson Street. Alexander stated that the widening of Thompson Street was not a part of his proposal.

Jennifer Goodson asked about the Livable Centers Initiative and the Andrews Street extension project. She mentioned that the concept from the study that she liked best was the one that showed a grocery store and a mixture of housing types. Phillips gave background on the LCI study and clarified that it was a planning guide that the City

Council adopted. He added that the Andrews Street project had been included on the TSPLOST list which would be on the ballot in November. Phillips discussed how the TSPLOST projects were selected. He added that if TSPLOST passes, then the City will move forward with the project; however, if it failed, the City would have to look at other sources of funding.

Jack McBride expressed concern over the project setting a precedent in terms of density.

Raymond Emporess asked if Alexander planned to redirect traffic down Salbide. Alexander explained the findings of the traffic study. Mayor Brady asked if the traffic study was online. Alexander said yes.

Clarence Bohannon stated that he was there to represent his community. He expressed concerns about gentrification and asked why the City had not reached out to his neighborhood. Bohannon said the developer needed to put something together that would be a benefit to all.

Brant Frost cautioned that the City will not get a second chance to get this right. He added that under no scenario would apartments work on the site. Frost suggested the City buy the property, clean it up, and sell it to a single-family homebuilder. He stated that a Tax Allocation District (TAD) could be created to recapture any funds that were lost.

Cole Skinner stated that the property owner does not have a voice in this process and he believes property rights should matter. He added if the City keeps pushing everything towards Bullsboro, then you might as well close downtown.

Phyllis Graham stated that its Newnan's culture that makes it the way it is. She read from a letter to the editor that she sent to the Newnan Times Herald back in 2009. In the letter, Graham referenced the City being "the City of Homes" and not "the City of Houses". She stressed that a community is about its people; not apartments, homes, etc.

Keith Chapman clarified that this project is not Ponce City Market as was previously referenced.

Margaret Russell stated the issue is whether or not the property should be rezoned to mixed use development. She added that rezoning it would open up the possibility of other properties seeking rezoning as well, but cautioned that denying it could result in losing the downtown. She said she believes a mixed-use zoning is a fine option, but does not feel the developer made enough concessions.

John Palmer asked if the Council could simply rezone the property to MXD without considering the applicant's proposal. Mayor Brady stated that it could be done, but that option was not on the table.

Patty Girona discussed her inability to park on the street and have special events at her bed and breakfast. She asked why she had more restrictions than this developer.

Jocelyn Palmer stated the project may have changes, but it is still an apartment development. She discussed the decrease in unit percentages and impact on the Police Department. Palmer questioned the developer's plan for dealing with the brownfield remediation issue.

Gary Martin stated the density for this project is too high. He described how the City of Decatur had changed and expressed his concerns that Newnan was going to follow suit.

Jeanette Hopper discussed the impact of the project on the school system.

Mayor Brady asked Alexander if what he presented tonight was his final project. Alexander said yes.

Councilman Alexander asked about the route of the LINC project. Craver described the LINC's proposed location. Councilman Alexander asked about the amount of commercial space within the project. Kurt Alexander stated 25,600 square feet which does not include the basement of the warehouse building. Mayor Brady asked about the total gross leasable space. Alexander said 25,600.

Councilman Guillaume asked about the remediation process. Alexander gave details and explained how he must take the property to a higher environmental standard since he would be using it for residential purposes. He described what actions had already been taken and what was still needed. Councilman Guillaume asked about the cost of remediation. Alexander said roughly \$2 million. Mayor Brady gave the ownership history for the site.

Mayor Brady thanked everyone for attending the meeting and stressed the importance of the community being involved in these types of processes. He stated the City has heard both the applicant's initial proposal as well as the community's feedback on the original and modified proposals. He asked if the Council felt an August 15<sup>th</sup> meeting was needed. Councilman DuBose asked Alexander if he felt he needed more time. Alexander stated that he felt he had been given enough time to make his case.

Shell made motion to cancel the August 15<sup>th</sup> special called meeting and continue the public hearing until the August 27<sup>th</sup> regular meeting at which time the Council will vote on the rezoning. Seconded by Councilman Guillaume.

**MOTION CARRIED. (6 - 0)**

**ADJOURNMENT**

Motion by Councilman Alexander, seconded by Councilman DuBose, to adjourn the meeting at 8:00 p.m.

**MOTION CARRIED. (6 - 0)**

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Della Hill, City Clerk

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Keith Brady, Mayor



## City of Newnan, Georgia Mayor and Council

**Date:** August 13, 2019

**Agenda Item:** 2018 CAFR Presentation by Auditors

**Prepared By:** Katrina Cline, Finance Director Ken

**Presented By:** Neil and/or Judy Caudill

**Purpose:** To present the completed 2018 Comprehensive Annual Financial Report (CAFR) and a brief overview of the year to Council.

**Background:** The City contracted with Clifton, Lipford, Hardison and Parker, LLC of Warner Robbins, Georgia, to perform an audit of the City's financial transactions and data for calendar year 2018. The audit was completed on June 19, 2019. The City received a clean report.

**Funding:** N/A

**Recommendation:** N/A

**Options:** N/A

**Attachments:** None. The 2018 CAFR reports were previously distributed to Council by staff.

**Previous Discussion with Council:** N/A





**City of Newnan, Georgia  
Mayor and Council**

**Date:** August 13, 2019  
**Agenda Item:** Ordinance to set millage rate for 2019 Property Taxes  
**Prepared By:** Katrina Cline, Finance Director  
**Presented By:** Cleatus Phillips, City Manager

**Purpose:** To adopt an ordinance to set the millage rate for real and personal property taxes for the City's 2019 assessment cycle.

**Background:** The 2019 tax digest was received from the Coweta County Tax Commissioner on July 17, 2019. The current 2019 tax digest and 5-year history of the levy has been advertised, as required.

**Funding:** N/A.

**Recommendation:** Staff recommends that Council approve the ordinance as submitted, resulting in a millage rate for 2019 of 3.989 mills, which is the rollback rate calculated by the Coweta County Tax Commissioner for 2019.

**Options:**

1. Approve the ordinance as submitted.
2. Other action as directed by Council.

**Attachments:** Current 2019 Tax Digest and 5-Year History of Levy (as advertised).

**Previous Discussion with Council:** N/A.

## PUBLIC NOTICE

The Newnan City Governing Authority does hereby announce that the 2019 millage rate will be set at a meeting to be held at Newnan City Hall on August 13, 2019 at 2:30 PM, and pursuant to the requirements of O.C.G.A. 48-5-32, does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

| <b>City of Newnan</b>                                     |                        |                        |                        |                        |                        |                        |
|---|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| <b>CURRENT 2019 TAX DIGEST AND 5-YEAR HISTORY OF LEVY</b> |                        |                        |                        |                        |                        |                        |
| <b>City</b>   | <b>2014</b>            | <b>2015</b>            | <b>2016</b>            | <b>2017</b>            | <b>2018</b>            | <b>2019*</b>           |
| Real and Personal   | \$1,081,798,682        | \$1,175,236,951        | \$1,204,536,961        | \$1,322,596,403        | \$1,419,667,563        | \$1,475,094,477        |
| Motor Vehicles  | 56,791,200             | 39,862,510             | 28,360,230             | 20,606,520             | 15,045,190             | 11,991,020             |
| Mobile Homes  | 0                      | 0                      | 0                      | 0                      | 0                      | 0                      |
| Timber - 100%   | 0                      | 0                      | 0                      | 0                      | 0                      | 0                      |
| Heavy Duty Equipment                                      | 0                      | 0                      | 0                      | 0                      | 0                      | 0                      |
| Gross Digest  | <u>\$1,138,589,882</u> | <u>\$1,215,099,461</u> | <u>\$1,232,897,191</u> | <u>\$1,343,202,923</u> | <u>\$1,434,712,753</u> | <u>\$1,487,085,497</u> |
| Less M & O Exemptions                                     | 0                      | 0                      | 0                      | 0                      | 0                      | 0                      |
| Net M & O Digest  | <u>\$1,138,589,882</u> | <u>\$1,215,099,461</u> | <u>\$1,232,897,191</u> | <u>\$1,343,202,923</u> | <u>\$1,434,712,753</u> | <u>\$1,487,085,497</u> |
| State of Georgia Forest Land Assistance Grant Value       | \$0                    | \$0                    | \$0                    | \$0                    | \$0                    | \$0                    |
| Adjusted Net M & O Digest                                 | <u>\$1,138,589,882</u> | <u>\$1,215,099,461</u> | <u>\$1,232,897,191</u> | <u>\$1,343,202,923</u> | <u>\$1,434,712,753</u> | <u>\$1,487,085,497</u> |
| Gross M & O Millage                                       | 8.805                  | 8.988                  | 9.241                  | 8.709                  | 8.707                  | 8.905                  |
| Less Rollback   | 4.655                  | 4.938                  | 5.191                  | 4.839                  | 4.707                  | 4.916                  |
| Net M & O Millage   | <u>4.150</u>           | <u>4.050</u>           | <u>4.050</u>           | <u>3.870</u>           | <u>4.000</u>           | <u>3.989</u>           |
| <b>Net Taxes Levied</b>                                   | <b>\$4,725,148</b>     | <b>\$4,921,153</b>     | <b>\$4,993,234</b>     | <b>\$5,198,195</b>     | <b>\$5,738,851</b>     | <b>\$5,931,984</b>     |
| Net Tax \$ Increase/(Decrease)                            | \$328,854              | \$196,005              | \$72,081               | \$204,962              | \$540,656              | \$193,133              |
| Net Tax % Increase/(Decrease)                             | 7.48%                  | 4.15%                  | 1.46%                  | 4.10%                  | 10.40%                 | 3.37%                  |

\* Proposed Millage Rate. Actual Millage Rate will be determined by Council at the August 13, 2019 meeting.

## **ORDINANCE IMPOSING TAXES FOR CORPORATE PURPOSES FOR THE YEAR 2019**

**BE IT ORDAINED**, by the City Council of the City of Newnan, Georgia:

**SECTION I.** That for the purpose of paying its expenses of operation and maintenance from the 1st day of January, 2019 to the 31st day of December, 2019, the City of Newnan, Georgia, a body politic, does hereby impose and levy the following taxes:

On each one thousand (\$1,000.00) dollars of the assessed value of all real estate and all personal property in the City of Newnan, Georgia and in like proportion on less than one thousand (\$1,000.00) dollars in assessed value a tax, in the following amount:

For the general operations of the City of Newnan, the tax rate of eight and nine hundred five (8.905) mills is hereby levied upon the real and personal property located within the corporate limits of the City of Newnan. This rate will produce approximately \$13,242,608 in ad valorem taxes. In compliance with the original laws regulating local option sales tax, the sum of \$7,310,624 is hereby deducted from the total levy, leaving a balance to be collected of approximately \$5,931,984, or a reduction in the ad valorem tax levy of four and nine hundred sixteen (4.916) mills. The effective rate of taxation is three and nine hundred eighty nine (3.989) mills, which is for the general operations of the City of Newnan.

**SECTION II.** That all taxes imposed or levied by this ordinance shall be due and payable at the office of the Coweta County Tax Commissioner approximately forty-five days after billing.

If any tax is not paid on or before the last business day of the month following the billing, interest in the amount of 0.542% per month shall be added and collected by the Tax Commissioner. Additionally, a penalty of 5% shall be added after 120 days, with an additional 5% assessed after each successive 120 days, up to a maximum of 20% of the principle amount due. If the taxes are not paid by the 31st day of March 2020, the Tax Commissioner may issue a tax execution for the tax, penalty, interest, and execution fee of twelve dollars (\$12.00) against the property of the defaulting taxpayer, directed to the police chief or any other officer or person designated by the City Council for that purpose, who shall proceed to collect the same according to law.

**SECTION III.** Any taxpayer whose property is under appeal with the Coweta County Tax Assessor may make a partial payment reflecting the tax on the undisputed portion of the appraisal. Taxpayers with pending appeals who make full payment will receive a refund for any reduction in the property valuation resulting from the appeals process. Taxpayers who make partial payments will be liable for penalties on any additional tax due following resolution of the appeals process.

**SECTION IV.** Any ordinance or parts of ordinances in conflict with or inconsistent with this ordinance are hereby repealed.

**DONE, RATIFIED AND PASSED** in regular session, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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

\_\_\_\_\_  
Della Hill, City Clerk

\_\_\_\_\_  
Cynthia E. Jenkins, Mayor Pro-Tem

REVIEWED AS TO FORM:

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

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

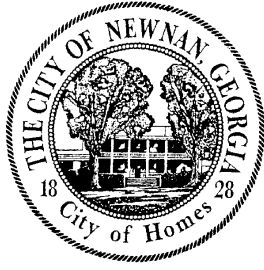
\_\_\_\_\_  
Cleatus Phillips, City Manager

\_\_\_\_\_  
Raymond F. DuBose, Councilmember

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

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

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



## City of Newnan, Georgia - Mayor and Council

Date: August 13, 2019

Agenda Item: Lifeworks Employee Assistance program (EAP)

Prepared by: Meg Blubaugh

Presented by: Meg Blubaugh

**Purpose:** To enter into an agreement with LifeWorks by Morneau Shepell to provide an Employee Assistance Program to City employees.

**Background:** The City's current contract with Espyr expires August 31, 2019 and the City does not wish to enter into a new contract with Espyr but instead, obtain EAP services through LifeWorks. The proposed service agreement is for three years. Service agreement has been reviewed by City Attorney.

**Options:**

- A. Enter into agreement LifeWorks by Morneau Shepell to provide EAP services
- B. Other actions as directed by Council

**Funding:** Funding is included in the 2019 budget

**Recommendation:** Enter into service agreement LifeWorks by Morneau Shepell to provide EAP services

**Attachments:** **LifeWorks Service Agreement**

**Previous Discussion with Council:** None



134 North LaSalle Street  
Suite 2200  
Chicago, IL 60602 USA

**WELL-BEING SERVICES AGREEMENT  
ORDER FORM (USA)**

Sponsoring Organization Order No.: N/A  
Offer Generation Date: 1 Sept 2019  
Offer Expiration: 30 days from Generation Date  
Initial Term: 36 Months  
Territory: USA Currency: \$/USD

| Sponsoring Organization Information  |  |  |  |   |   |
|--|--|--|--|---|---|
| Sponsoring Organization Legal Name and related details (entity type, organizational jurisdiction, registration number etc.)  |  |  |  |   |   |
| The City of Newnan   |  |  |  |   |   |
| Sponsoring Organization Service Contact  |  | Phone No. (required)   | Fax No. (optional)                           | e-mail (required)                             |   |
| Meg Blubaugh, Human Resources Director   |  | 678-673-5552   |  | mblubaugh@cityofnewnan.org                    |   |
| Sponsoring Organization BILLING Address (please insert full and complete mailing address including applicable postal codes and county) (required)  |  |  |  |   |   |
| 25 LaGranga Street, Newnan, GA 30263   |  |  |  |   |   |
| Sponsoring Organization NOTICE Address – If different from billing address above (please insert full and complete mailing address including applicable postal codes and county) (optional)                                 |  |  |  |   |   |
|  |  |  |  |   |   |
| Standard Service Package (check one)   | Invoice Frequency  | Scope of Eligible Users  | Unit Price                                   | Minimum Quantity                              | Estimated Recurring Fees  |
| <input type="checkbox"/> Total Well-being<br><input type="checkbox"/> Enhanced Well-being<br><input checked="" type="checkbox"/> Core Well-being<br><input type="checkbox"/> Core Platform Only                            | <input type="checkbox"/> Monthly<br><input checked="" type="checkbox"/> Quarterly<br><input type="checkbox"/> Annually | <input checked="" type="checkbox"/> Direct Eligible Users<br><input checked="" type="checkbox"/> Indirect Eligible Users | \$1.50<br>per Direct Eligible User per month | 287<br>(no. of current Direct Eligible Users) | <b>\$1,291.50</b><br><input type="checkbox"/> per month<br><input checked="" type="checkbox"/> per quarter<br><input type="checkbox"/> per year |
| Check as needed if required under this Agreement:  |  |  |  |   |   |
| <input checked="" type="checkbox"/> Eligibility File for Eligible Users <input type="checkbox"/> California EAP <input type="checkbox"/> Non-Territorial EAP <input type="checkbox"/> Workplace Learning Services Schedule |  |  |  |   |   |
| Contract Effective Date  |  | Summary of Estimated Totals  |  |   | Total   |
| 1 Sept 2019  |  | Total Estimated One Time Fees (including implementation)   |  |   | \$0.00  |
|  |  | Total Estimated Annual Contract Value (recurring Fees)   |  |   | \$5,166.00 per year   |

All prices on this Order Form are exclusive of all Taxes

**Order Form Notes:**

**Session Model:** up to a clinically appropriate maximum determined on a case by case basis per Eligible User per applicable EAP Services category per contract year but excluding the categories of EAP Services as more fully described on the Services Schedule attached hereto.

**Anticipated Services Start Date:** the 1<sup>st</sup> day of the first month after the date on which both parties have signed this Agreement.

**Budgeted Utilization Rate:** 5.0% (see definition in Section 1 of the Standard Terms & Conditions Schedule attached hereto).

**Funded Well-being Rewards:** Eligible Users  ARE ELIGIBLE or  ARE NOT ELIGIBLE to participate in our Funded Well-being Rewards Program.

**Recurring Fees:** The Recurring Fees for standard Services will be invoiced in advance on the frequency identified on this Order Form, calculated based on the number of Direct Eligible Users, commencing as determined in this Agreement. We reserve the right to invoice you less frequently if your estimated periodic invoice amount is below \$1,000 per month or \$4,000 per quarter. Services included in the Order Form that are based on a per use basis (e.g., Fees for Ancillary Services) will be invoiced and payable monthly in arrears. The specific payment terms and conditions are set forth in the Standard Terms & Conditions Schedule attached hereto. This Order Form is an estimate and your actual Fees may vary according to your population of Direct Eligible Users.

**Defined Terms:** Capitalized terms used on this Order Form are defined in the Standard Terms & Conditions Schedule attached hereto.

*This Agreement to sponsor Well-being Services for your organization's Direct Eligible Users is being entered into between you, as the Sponsoring Organization defined above and the Morneau Shepell® party identified in the signature block below. This Order Form, together with any schedules, exhibits, attachments, annexes or appendices, shall be governed by the Standard Terms & Conditions Schedule attached hereto.*

**LIFEWORKS by MORNEAU SHEPELL®**

Morneau Shepell Limited (dba LifeWorks by Morneau Shepell), a Delaware corp.

**SPONSORING ORGANIZATION**

The City of Newnan

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*I have the authority to bind the corporation*

*I have the authority to bind the corporation/company/partnership*

*\*Morneau Shepell acquired LifeWorks in 2018 and operates the combined business as LifeWorks by Morneau Shepell™.*

## STANDARD TERMS & CONDITIONS (USA)

In this Agreement the LifeWorks by Morneau Shepell entity identified on the Order Form is referred to as “we,” “us,” and “our” or words of similar meaning and the Sponsoring Organization identified on the Order Form is referred to as “you,” “your,” and “yours” or words of similar meaning. Each party may also be referred to as a “Party” or collectively as the “Parties”.

### Section 1. Defined Terms.

| Defined Term                             | Definition  |
|--|---|
| <b>Affiliate</b>                         | With respect to any person, an Affiliate means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that person  |
| <b>Agreement</b>                         | The Order Form, these Standard Terms & Conditions, and any other schedules or addendums attached thereto  |
| <b>App</b>                               | The LifeWorks by Morneau Shepell mobile application available for download from third party mobile application stores or from our Website   |
| <b>Budgeted Utilization Rate (BUR)</b>   | The estimated annual Utilization Rate reflected on the Order Form which is based on the Sponsoring Organization’s historical Utilization Rate or, if Sponsoring Organization is a new client, the Utilization Rate of our clients comparable to the Sponsoring Organization       |
| <b>Business Day</b>                      | a day other than a Saturday, Sunday or federal holiday in the United States when banks in Chicago, Illinois, are open for business  |
| <b>Case</b>                              | The use of EAP Services by Eligible Users for a presenting issue identified as such on the Services Schedule attached hereto  |
| <b>Direct Eligible User</b>              | An employee or other sponsored member of your organization who has the primary direct relationship with your organization. You are ultimately responsible for determining who is a Direct Eligible User and, if required in this Agreement, for disclosing that information to us |
| <b>EAP Services</b>                      | The counseling services categorized as such on the Services Schedule attached hereto  |
| <b>Effective Date</b>                    | The effective date set out on the Order Form  |
| <b>Eligible User Documentation</b>       | The ‘User Terms’ and the ‘Privacy and Cookie Policy’, each as amended from time to time, available on the Website or through the App.   |
| <b>Eligible Users</b>                    | Collectively, the Direct Eligible Users and Indirect Eligible Users   |
| <b>Funded Well-being Rewards Program</b> | A customizable well-being program that incentivizes Direct Eligible Users based on their achievements (such as completion of a health risk assessment or a steps challenge), with rewards that are funded by you and delivered to your Eligible Users through the Website or App  |
| <b>Indirect Eligible User</b>            | If indicated on the Order Form, the spouses, domestic partners, lineal decedents or antecedents, or household dependents, whose relationship with you is solely through one of your Direct Eligible Users   |
| <b>Initial Term</b>                      | The initial term set out on Order Form  |
| <b>Intellectual Property</b>             | All patent rights, copyrights, software code, source code, applications, tools, digital content, service marks, trademarks, registered and unregistered designs, rights in databases, trade secrets and other intellectual property   |
| <b>Life Content Library</b>              | A library digital well-being content that provides Eligible Users with access to our standard array of fitness support and other activity resources such as virtual workouts  |

|                             |   |
|-----------------------------|---|
| <b>Minimum Quantity</b>     | The number of Direct Eligible Users set out on the Order Form   |
| <b>Personal Information</b> | Information about an identifiable individual which is protected by any applicable privacy or data protection law, statute, or regulation applicable to such individual in the Territory   |
| <b>Platform Services</b>    | The Services available through our Website and App that are categorized as such on the Services Schedule attached hereto  |
| <b>Services</b>             | Collectively, EAP Services and Platform Services  |
| <b>Territory</b>            | The territory where Services are based, as set out on the Order Form  |
| <b>Unit Price</b>           | The unit price for Services set out on the Order Form   |
| <b>Utilization Rate</b>     | A percentage rate measured over a defined time period, calculated as the number of Cases delivered during such time period divided by the Sponsoring Organization’s average monthly population of Direct Eligible Users during such time period                         |
| <b>Website</b>              | <a href="http://www.LifeWorks.com">www.LifeWorks.com</a> and all subdomains thereof, including <a href="https://login.LifeWorks.com/">https://login.LifeWorks.com/</a> ; and to the extent available <a href="http://www.workhealthlife.com">www.workhealthlife.com</a> |

### Section 2. Services

**2.1. Performance of Services.** We shall be responsible for providing the Services specified on the Order Form to your Eligible Users. The Services are described in more detail on the Services Schedule attached hereto. We may, in our sole discretion, subcontract any of the EAP Services to our Affiliates or to our network of local affiliate counselors (as independent contractors). We rely on a variety of third-party retail partners, digital content providers and our global business partners where applicable to provide the Platform Services. Notwithstanding the foregoing, as between you and us, we shall be responsible for the Services performed by any such third parties as if we performed those Services subject to the terms and conditions set out in this Agreement.

#### 2.2. Eligible Users; Eligibility Files.

(a) **EAP Services and Limited Platform Services.** If you are only purchasing EAP Services, and/or if you are purchasing only those Platform Services that do not require your Eligible Users to create individual accounts on our Website or App, then you will not need to provide an Eligibility File identifying your Eligible Users to us and Sections 2.2(b) and 2.2(c) of this Agreement shall not apply to you.

(b) **Platform Services; Initial Eligibility File.** If you are purchasing Platform Services that require your Eligible Users to create individual accounts on our Website or App, then prior to commencing the Services, you must identify your Direct Eligible Users to us and provide the other information we request in a suitable format (the “Eligibility File”) so that we may directly contact your Direct Eligible Users and invite them to access the Platform Services. The only information we will request in the Eligibility File are the names and email addresses of your Direct Eligible Users. You shall not disclose any other information to us in your Eligibility File, including any other Personal Information (including but not limited to social insurance numbers, social security numbers or other government issued identification numbers or any other personal information such as gender, religion, ethnicity, race, creed, sexuality, marital status, or similar information) concerning any Eligible User. As between the Parties, you assume sole responsibility for the accuracy of any information you disclose to us in your Eligibility File. You acknowledge that you have obtained all consents necessary to disclose the information in your Eligibility File to us.



(c) **Updating Your Eligibility File.** In order to add new Direct Eligible Users or to remove Direct Eligible Users that are no longer part of your organization or otherwise eligible to receive Platform Services that require your Eligible Users to create individual accounts on our Website or App, you must either: (i) deliver an updated Eligibility File to us no later than the fifth (5<sup>th</sup>) day of each calendar month during the Term of this Agreement; or (ii) or you must update your population of Direct Eligible Users in your service profile through your Administrator Account on our Website or App.

### 2.3. Location of Eligible Users.

(a) **Territorial Eligible Users.** Our Services are based in the Territory, which is a jurisdiction or geographic location where we agree that we are in compliance with applicable data storage laws for individual persons within that Territory. This Agreement assumes that Eligible Users are residents of the Territory and are using the Services from within the Territory ("Territorial Eligible Users"). Notwithstanding the foregoing, we accept that our Services may be accessed from outside the Territory by Eligible Users who are travelling or who are temporarily (less than 6 months in any 12-month period) based outside the Territory. In those cases, we expect your Eligible Users to access our EAP Services telephonically and you acknowledge that the Platform Services may not be fully accessible outside the Territory (for example, certain retail offers may not be available to Territorial Eligible Users who are accessing the Platform Services from outside the Territory).

(b) **Non-Territorial Eligible Users.** Unless otherwise stated in this Agreement, if you wish to sponsor Services for Direct Eligible Users who permanently reside outside of the Territory or who desire to use or access the Services primarily from outside the Territory ("Non-Territorial Eligible Users"), the Parties shall separately address the Services available to such Non-Territorial Eligible Users, as well as any other specific terms and conditions applicable to such Non-Territorial Eligible Users, in the Non-Territorial Eligible Users Schedule attached hereto, which may include session limits, service delivery modalities and pricing that differ from comparable Services applicable to Territorial Eligible Users. In the absence of any other agreement between the Parties, global Services for multinational Sponsoring Organizations will be addressed in one or more addendums to the Non-Territorial Eligible Users Schedule. Unless otherwise set forth in the Non-Territorial Eligible Users Schedule, or if no such Schedule is included in this Agreement, you acknowledge that we are not obligated to provide any Services outside of the Territory.

(c) **California EAP Services.** Notwithstanding any other provision in this Agreement, you must inform us in writing if any of your Eligible Users reside in or expect to receive any EAP Services in California. We have no obligation to provide any EAP Services in California until the Parties have complied with applicable California laws.

**2.4. Minimum Age of Eligible Users; Valid Legal Consent Requirement.** Except as otherwise restricted or required by locally applicable law, Eligible Users must be legally eligible to independently use the EAP Services and must otherwise legally be able to independently accept and comply with the eligibility requirements set forth in the Eligible User Documentation to access the Platform Services. If Eligible Users are not legally eligible to independently use the Services, such Eligible Users may only use or access the Services with the consent of a parent or other legal guardian capable of providing legally acceptable consent.

**2.5. Using Services; Affiliates.** The Services may be accessed only by Direct Eligible Users and their associated Indirect Eligible Users. Direct Eligible Users of your Affiliates (and their associated indirect Eligible Users) may use the Services only if authorized by you (for example, by identifying your Affiliates to us or identifying your Direct Eligible Users to us in your Eligibility File). If the Services are used by Eligible Users of any of your permitted Affiliates then each such Affiliate shall be deemed to be bound by this Agreement and shall be jointly and severally responsible for all payments owed to us hereunder; *provided, however*, that only you (and not your Affiliates) shall be entitled to bring an action under this Agreement against us. In order for your Affiliates to be eligible to provide the Services to their Eligible Users pursuant to this Agreement you must identify them on the Services Schedule attached hereto. Notwithstanding the foregoing, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and

nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**2.6. Nature of Our Relationship with Your Eligible Users.** Due to the sensitive nature of the Services we provide, you acknowledge that we shall have the right to communicate directly and privately with Eligible Users as necessary to provide the Services to Eligible Users. The relationship between your Eligible Users and us will remain confidential in the absence of an Eligible User's written consent to release information about them and we shall be under no obligation to disclose any Personal Information we possess about your Eligible Users to you, even if that information might be beneficial to you.

**2.7. Changes to Services, Supplemental Services; Amendments.** We reserve the right to make non-material changes to the Services (including, but not limited to, EAP Services delivery protocols or the features and services available on our App and Website including the specific inclusion or exclusion of retailers in our Perks & Savings Services if applicable to you), or to other aspects of the Services that affect our customers generally and that are reasonable and necessary to our global and local business operations; *provided, however*, that if a change is made to your Services that you reasonably and in good faith determine to substantially degrade the value of the Services you contracted for under this Agreement, then you may terminate this Agreement as if we had materially breached this Agreement pursuant to the procedures set forth in Section 5.2(b) of these Standard Terms & Conditions. We shall have the opportunity to cure our deemed breach or show that the changes we made did not substantially degrade the value of the Services you contracted for under this Agreement. Notwithstanding the foregoing, the Parties may enter into amendments, addendums or other modifications at any time provided that such modification is set forth in writing signed by both Parties.

**2.8. Spot Rewards Program; Sponsoring Organization Funded Well-being Rewards Program.** The Spot Rewards Program is our proprietary program that allows you to allocate an immediate one-time "on-the-spot" pre-funded monetary reward ("Spot Rewards") to a Direct Eligible User. Even if you do not wish to use the Spot Rewards Program as a stand-alone incentive program, you must use the Spot Rewards program if you have chosen to use the Funded Well-being Funded Rewards Program (as indicated on your Order Form). If you subscribe for Spot Rewards or wish to have access to our Funded Well-being Rewards Program, then you must separately acknowledge the additional terms and conditions on the Spot Rewards and/or Funded Well-being Rewards Schedule attached hereto.

### Section 3. Eligible Users' Access to the Services.

**3.1. Consent to EAP Services.** Your Eligible Users will request access to the EAP Services by telephone or through an alternative modality (such as chat or video) offered on our Website or App if available in your jurisdiction. Before receiving any EAP Services (including when calling into our call centers to request EAP Services), Eligible Users will receive information about their privacy rights and shall be required to consent to terms and conditions applicable to our EAP Services prior to being able to access the EAP Services. EAP Services may be provided through in-person counseling sessions, a referral to a community-based resource, or through telephonic or video-based services, in all cases subject to what is available locally under your service plan.

**3.2. Platform Services User Documentation.** Except for certain Platform Services that do not require Eligible Users to create an individual account on our Website or App (such as instructions on how to access the EAP Services or access our digital well-being content libraries), your Eligible Users will be required to create an account on our Website or App and consent to the Eligible User Documentation to access the Platform Services. Copies of the Eligible User Documentation are publicly available on the Website. Notwithstanding anything to the contrary in this Agreement, and subject to applicable law, we reserve the right to modify or amend the Eligible User Documentation at any time.

**3.3. Responsibility for Eligible Users Using the Platform Services.** If you are receiving Platform Services, you acknowledge that, as between the Parties, you are in a better position to restrict access to the Platform Services and to manage and discipline your Eligible Users who abuse the Platform Services or breach the terms and conditions in the Eligible User Documentation. By





sponsoring the Platform Services you shall be responsible for: (a) illegal, discriminatory, harassing, libelous, slanderous, or other legally offensive content posted on the Website or App by your Direct Eligible Users ("User Content"), and (b) illegal, criminal, or fraudulent activity (perpetrated against us or any of our affiliates, contractors or vendors) by your Direct Eligible Users ("User Activity"). We do not monitor or moderate User Content or User Activity and we hereby disclaim any responsibility or liability to you for any User Content or User Activity.

**3.4. Your Administrator Account.** By sponsoring the Platform Services, you will have access to an Administrator Account and you must comply with the portions of the Eligible User Documentation applicable to Administrators when using your Administrator Account.

**3.5. Unauthorized Access to your Services.** You shall use reasonable efforts to prevent unauthorized persons from accessing or using the Services and you must notify us promptly if you become aware of any unauthorized access to or use of the Services; *provided, however*, that this paragraph does not limit our responsibility to maintain and enforce the security features we use to prevent unauthorized persons from accessing or using the Services. You hereby agree to indemnify and hold us harmless from and against any loss, damage, cost or expense (including reasonable legal fees and expenses) suffered, incurred or paid by us arising from or relating to any abusive User Content or User Activity or violation of this Section.

#### **Section 4. Fees; Taxes.**

**4.1. Calculation of Fees.** You shall pay the fees equal to the Unit Price per Direct Eligible User indicated on the Order Form, multiplied by Minimum Quantity of Direct Eligible Users (or your actual Direct User Population identified in the Eligibility File, where applicable) (the "Fees"). Fees do not include any applicable Federal, Provincial, State or jurisdictional taxes or levies, or any other sales tax, VAT, or GST, as applicable. If other rates apply to any part of your user population, such as a different Unit Price per Non-Territorial Eligible User, such rates are described in and calculated in the manner set forth on the *Non-Territorial Eligible Users Schedule* attached hereto and any amounts payable thereunder constitute Fees for purposes of this Agreement.

**4.2. Incurring Fees.** You shall not begin to incur Fees until the earlier of (a) the first day we actually begin to perform Services for Direct Eligible Users, or (b) the first day of the calendar month immediately following the date on which we have completed all of our implementation or onboarding activities, even if you have not communicated that the Services are available to your Eligible Users or (where applicable) provided us with an Eligibility File (through no fault of ours), in which case we shall use the Minimum Quantity to calculate your Fees.

**4.3. Pricing Adjustments.** Except as set forth in Sections 4.4 and 4.5, if we want to adjust the Unit Price or any fee-for-service rate in the ordinary course of business (an "Ordinary Adjustment"), we may do so by notifying you in writing at least ninety (90) days before the Ordinary Adjustment becomes effective. Any such Ordinary Adjustment will become effective only upon your written acceptance of such Ordinary Adjustment. We shall not propose any Ordinary Adjustments before the end of the Initial Term.

**4.4. Inflation Adjustments.** Notwithstanding anything to the contrary in Section 4.3 the Fees will be subject to an annual increase on each anniversary of the Effective Date based on the greater of 2.0% or the rise in the annual wage as reflected in the National Average Wage Index (NAWI) issued by the United States Social Security Administration.

**4.5. Excess Utilization Rate Adjustment.** Notwithstanding anything to the contrary in Section 4.3 we may propose an increase in Fees if your actual Utilization Rate over any 12-month period exceeds the Budgeted Utilization Rate by more than 2.0%. If the Parties cannot reach an agreement regarding changes to the Fees and/or the BUR, then we shall have the right to terminate this Agreement upon 90 days advance written notice. Any such increase in Fees will not be retroactive.

**4.6. Payments.** You must pay us all Fees plus applicable Taxes and expenses, in the currency specified on the Order Form. All Fees shall be paid to us within thirty (30) days of the date of an Invoice. You shall pay all Invoices via pre-authorized debit (PAD) or recurring credit card payments (PAP). Payment will

be processed on the invoice due date or the first business day following the invoice due date if the due date is on a weekend or a holiday. You shall complete all documentation requested by us to set up the payment method concurrently with the execution of this Agreement.

**4.7. Overdue Payments.** Interest on overdue Invoices will accrue at a rate of 18% annually starting five (5) calendar days after the due date of the Invoice. Payment will be deemed to be made on the date that your payment is credited to our designated bank account.

**4.8. Taxes Applicable to Eligible Users.** Notwithstanding anything to the contrary in this Agreement, you (or your applicable Affiliates) shall be responsible for calculating, withholding, and paying to the applicable taxing authority, any amounts that arise in respect of fringe benefit, social security, social welfare, and other applicable taxes or when you are deemed to have provided anything of taxable value to your Eligible Users, including when you directly pay any amounts to Eligible Users through the Website or App (such as our Spot Rewards Program or our Funded Well-Being Rewards Program). Notwithstanding the foregoing, we acknowledge that we shall remain responsible for all income taxes we incur because of our providing the Services pursuant to this Agreement.

#### **Section 5. Term and Termination.**

**5.1. Initial Term; Automatic Renewal.** This Agreement will be effective when signed by both Parties and shall continue until the end of the Initial Term identified on the Order Form. This Agreement shall automatically renew for successive one-year periods ("Renewal Term") unless either party delivers to the other, at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term (collectively referred to as the "Term"), written notice of the party's intention not to renew the Agreement ("Non-Renewal").

**5.2. Termination.** Notwithstanding Section 5.1 above:

(a) We may terminate this Agreement at any time if you fail to pay Fees when due (other than Fees being disputed in good faith by you).

(b) Either Party may terminate this Agreement immediately upon written notice if a material breach remains uncured by the breaching Party for more than 30 days after the breaching Party's receipt of a notice from the non-breaching Party describing the breach with reasonable specificity.

(c) After the Initial Term each Party shall have the right to terminate this Agreement by giving at least ninety (90) days prior written notice of termination to the other Party.

(d) This Agreement shall automatically terminate, without notice: (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts; (ii) upon either Party making an assignment for the benefit of creditors; or (iii) upon either Party's dissolution or ceasing to do business.

**5.3. Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts.** Upon the expiration or termination of this Agreement:

(a) You shall pay all outstanding Fees within thirty (30) days after the date of such expiration or termination;

(b) We shall cease to provide Services on such expiration or termination date except that Eligible Users who have not completed their course of counseling sessions (which began before such expiration or termination date), shall be able to complete any planned course of counseling sessions under this Agreement; and

(c) Each Eligible User's Account (as defined in the Eligible User Documentation) in our Website or App will be closed and the Eligible Users shall have a reasonable opportunity to withdraw or redeem unused amounts in their CashBack Wallets or Rewards Accounts, in each case in accordance with the terms and conditions set forth in the Eligible User Documentation.

#### **Section 6. Confidentiality and Data Privacy.**

**6.1. Confidentiality.** Neither Party shall use or disclose confidential information of the other Party except as required in accordance with such Party's obligations under this Agreement. This terms and conditions of this Agreement (including pricing provisions) shall be kept confidential at all times. Any Party receiving confidential information under this Agreement (the



"Receiving Party") shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the Party that has disclosed such confidential information (the "Disclosing Party"). The foregoing obligations shall not apply to any information that: (i) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (ii) is subsequently disclosed to the Receiving Party by a third party that does not impose an obligation of confidentiality on the Receiving Party; (iii) was known to the Receiving Party at the time of disclosure; (iv) was generated independently by the Receiving Party; or (v) is required or permitted to be disclosed by law, subpoena or other legal process. In the absence of a separate written agreement, we may share your confidential information with our third-party subcontractors or vendors who are bound by obligations of confidentiality to us at least as stringent as those in this Agreement, but only to the extent reasonably necessary for us to perform our obligations under this Agreement.

**6.2. Data Privacy.** We shall comply with all applicable Federal, Provincial, and State laws concerning information or data privacy. Where applicable the Parties may be required by applicable law to enter into a Business Associate Agreement or GDPR Data Privacy Addendum. Our standard agreements will be separately provided to you when necessary. The Parties acknowledge and agree that if executed, the Business Associate Agreement or the GDPR Data Privacy Addendum shall be incorporated into this Agreement as if set forth herein.

**6.3. Receipt and Use of Personal Information.** Except for information disclosed by you in an Eligibility File, we do not expect, need, or desire to receive, and you shall not disclose, any Personal Information about your Eligible Users to us. Instead, we expect to collect such information (if at all) directly from the Eligible Users who use the Services. You acknowledge that we may use, process, transfer, or disclose Eligible Users' Personal Information to our subcontractors and vendors to the extent we are authorized to do so by the consents your Eligible Users provide to us, including pursuant to the Eligible User Documentation, but only to the extent reasonably necessary for us to perform our obligations under this Agreement.

**6.4. Injunctive Relief.** The Receiving Party agrees that any breach by it or by any of its agents, representatives or employees of the provisions hereof may cause irreparable harm to the Disclosing Party and that actual damages may be difficult to ascertain and, in any event, may be inadequate. Accordingly, in the event of such breach, the Disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief against the Receiving Party and/or its agents, representatives, and employees (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage to the Disclosing Party.

#### **Section 7. Intellectual Property.**

**7.1. Ownership.** Each Party owns all Intellectual Property it owned prior to the Effective Date and that which it creates in the performance of its obligations under this Agreement. As between the Parties and vis à vis any third party, we are and shall remain the sole and exclusive owner of all Intellectual Property in the Website or App or in any materials we prepare for you in order for us to advertise our services to your Eligible Users (together with any related goodwill, whether owned by us or licensed to us, on the Effective Date or acquired thereafter); *provided, however*, that you shall remain the sole owner of any Intellectual Property you provide to us to customize the Website or App for your Eligible Users or to create any such advertising materials for your Eligible Users. For clarity, the reports we deliver to you as part of the Services (but not the underlying data) shall become your Intellectual Property upon delivery. You will not (and your Eligible Users will not) acquire any ownership of, or other rights in relation to, any of our Intellectual Property by using or receiving any Services. Upon the expiration or termination of this Agreement each Party shall promptly return to the other Party, any Intellectual Property of the other Party in its possession or control.

**7.2. License.** We hereby grant to you and your Eligible Users, starting on the Effective Date and continuing throughout the Term, a non-exclusive, non-transferable license to access and use the Website and App and our other Intellectual Property as may be required to receive and use the Services for

the duration of this Agreement. Our license grant is subject to the following conditions:

(a) You shall not assign, transfer, sublicense, charge or otherwise deal in, encumber, or make available to any third party the Services, or the Website, App or any of our other Intellectual Property, and any attempt to do so shall be null and void and shall constitute your material breach of this Agreement.

(b) You shall not (and shall not attempt to) modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive any source code, digital content, trade secrets or proprietary information included in our Website or App or create any websites or mobile applications similar to our Website or App.

#### **Section 8. Warranties; Disclaimers.**

**8.1. By LifeWorks by Morneau Shepell.** We warrant to you that: (i) we shall perform the services in a professional and workmanlike manner in accordance with this Agreement; (ii) our Intellectual Property does not now, and shall not during the Term, infringe on the rights of any third-party; (iii) we have the requisite authority to enter into this Agreement and are lawfully entitled to supply the Services to you and your Eligible Users; (iv) we will use reasonable skill and care to perform the Services in accordance with industry practice; (v) we will comply with all laws and regulations applicable to us relating to our provision of the Services; and (vi) we shall maintain amounts and types of insurance coverage appropriate to similarly situated businesses in our industry and you may request a certificate of insurance from our insurers at any time upon written request to us.

**8.2. By Sponsoring Organization.** You warrant to us that: (i) you have all the requisite authority to enter into this Agreement and are lawfully entitled to enter into this Agreement; (ii) you are solely responsible for the accuracy and completeness of all information you provide to us pursuant to this Agreement; (iii) you will comply with the limitations, restrictions and obligations as set out in this Agreement; and (iv) you will provide all reasonable cooperation to us in the performance of this Agreement.

**8.3. Disclaimer Regarding Licensed Professionals and Fiduciaries.** Our Services are not intended to replace disciplines requiring professional licensure such as the practice of law, psychiatry, medicine or financial advisory services. An independently licensed lawyer, doctor, fiduciary or other applicable licensed professional will be involved whenever our Services could constitute the practice of law, psychiatry, medicine, financial advisory services or other licensed discipline. Notwithstanding anything to the contrary in this Agreement we are not responsible or liable for, nor do we provide, separate insurance for the actions or inaction of such any such professionals.

**8.4. Disclaimer Regarding External Links.** The Website and/or App may include links to third-party websites, including websites of our commercial partners or websites promoted by their respective commercial partners. We are not responsible for: (i) the operation or content of these other websites; (ii) any act or omission of their commercial partners or other third parties promoted on these other websites; and (iii) any links provided (or not provided) by such third parties.

**8.5. Exclusions.** The warranties provided in this Agreement comprise all the warranties made with respect to the Services pursuant to this Agreement. Any other representations, warranties, conditions or other terms, whether express or implied and including, without limitation, implied warranties, conditions and other terms of merchantability, satisfactory quality or fitness for a particular purpose, are expressly excluded to the extent permitted by law. Without limiting the foregoing, we do not warrant that, to the extent the Services require computers, computer software, mobile devices, mobile network technology or other third-party hardware, software, or technology, the provision of those Services will be entirely error free or will run uninterrupted.

#### **Section 9. Limitation of Liability.**

**9.1. Liability Limits; No Consequential Damages.** Our liability (including the liability of any of our Affiliates), if any, to any person, arising out of or in any way related to this Agreement or the performance of our duties and obligations hereunder, shall for all purposes in total be limited to direct



damages in an amount not to exceed an amount equivalent to twelve (12) months of Fees paid by you in the period prior to the event giving rise to the claim. In no event shall we have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.

**Section 10. Notices.** All notices given under this Agreement shall be in writing (including fax, email or similar writing) and shall be sent to the Parties at the address set forth on the Order Form, attention to their respective Legal Departments. Each such notice, request or communication shall be effective upon receipt or if not received on a Business Day, on the next succeeding Business Day.

**Section 11. Applicable Law.** This Agreement shall be governed by and construed in accordance with substantive law of the State of Illinois and the federal laws of the United States applicable therein and each Party agrees to submit to the exclusive jurisdiction of the courts in Cook County, Illinois, but each Party is also entitled to apply to any court worldwide for injunctive relief or other remedies in order to protect or enforce its Intellectual Property rights or confidential information.

**Section 12. Force Majeure.** Neither Party, nor any respective Affiliate or contractor, shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement (except for the failure to pay money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party.

**Section 13. Waiver.** No delay or indulgence by either Party at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

**Section 14. English Language.** The Parties have expressly requested that this Agreement be drawn up in the English language. *Les parties aux présentes ont expressément requis que cette convention soit rédigée en anglais. Expresamente las Partes del presente Contrato solicitan que este documento sea redactado en el idioma Inglés.* In the event of any contradiction, discrepancy, or difference between the English language version and the French or Spanish versions (if any) of the text of this document, or any documents contemplated or referenced hereunder, the English language version shall govern.

**Section 15. Severability.** Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 16. Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal and each of the Parties acknowledges that it has not been induced to enter into this Agreement by reason of any other representation made by or on behalf of the other Party. Nothing in the preceding sentence shall limit or exclude any liability for fraud or fraudulent misrepresentation. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

**Section 17. Survival.** Terms which by their nature survive expiration or Non-Renewal of this Agreement shall survive, including but not limited to Section 2.6 (Nature of Our Relationship With Your Eligible Users), Section 3 (Eligible Users' Use of the Services), Section 4 (Fees; Taxes), Section 5.3 (Effect of Termination or Expiration; Unfinished Counseling Sessions; Closing Accounts), Section 6 (Confidentiality and Data Privacy), Section 7 (Intellectual

Property), Section 9 (Limitation of Liability), Section 11 (Governing Law), Section 13 (Waiver), Section 15 (Severability), and Section 18 (Assignment).

**Section 18. Assignment.** This Agreement shall be binding upon both Parties and their respective successors and permitted assigns. Neither party may assign or transfer this Agreement to any third-party; *provided, however*, that we may assign (including an assignment by operation of law), transfer or delegate any of our rights or obligations to any of our Affiliates or any successor in interest to all or substantially all of the assets or business of the LifeWorks by Morneau Shepell™ business, without your consent, in which case, such Affiliate or successor in interest shall be bound by and entitled to the benefit of the terms, conditions and obligations of this Agreement.

**Section 19. Electronic Signatures; Counterparts.** Signatures may be provided in digital form (such as DocuSign™) or transmitted only by electronic means (such as via email confirmation, .PDF or facsimile). This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

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**SERVICES SCHEDULE (USA)**

| Service Type   |   | Core Well-being Package  |   |
|--|---|--|---|
| Employee Assistance Program (EAP) Services [no individual Website or App account needed] | EAP Services <b>included</b> in Utilization Rate as <b>Cases</b>                              | 24/7 Service Centre Access   | ✓   |
|  |   | Face to face, in person counseling                                   | ✓   |
|  |   | Video counseling   | ✓   |
|  |   | Chat Support (Triage)  | ✓   |
|  |   | Life Coaching  | ✓   |
|  |   | Financial Consults   | ✓   |
|  |   | Legal Consults   | ✓   |
|  |   | Specialty Consults (eldercare, childcare, etc.)                      | ✓   |
|  |   | Substance Abuse Management   | ✓   |
|  |   | Critical Incident Support  | (Included – subject to pricing analysis)                  |
|  | EAP Services <b>Not included</b> in Utilization Rate; these EAP Services are not <b>Cases</b> | Management Support & Consultations                                   | ✓   |
|  |   | Workplace Learning & Training (programing available on an FFS basis) | ✓ (FFS)   |
|  |   | Program Orientation Sessions for Employees                           | ✓<br>Up to 2 free Orientations included per contract year |
|  |   | Standard Statistical Reporting                                       | ✓   |
|  |   | Standard Promotional Materials                                       | ✓   |



| Service Type      |                    | Core Well-being Package   |   |
|-------------------|--------------------|---|---|
| Platform Services | Community          | Well-being Feed   | ✓   |
|                   |                    | Company Posts   | ✓   |
|                   |                    | Recognition   | ✓<br>(Included for Sponsoring Organizations with less than 500 Direct Eligible Users) |
|                   |                    | Spot Rewards (See the Spot Rewards Addendum which must be Initialed by the Sponsoring Organization) | X   |
|                   |                    | Recognition Core Values Configuration   | X   |
|                   |                    | Directory   | ✓   |
|                   |                    | Leaderboard   | ✓   |
|                   |                    | Grouping  | X   |
| Platform Services | Well-being Content | Core Set of Digital Assessments (Financial, Relationship, Stress, Emotional, Alcohol etc.)          | ✓   |
|                   |                    | Life Content Library on www.lifeworks.com (Search & Browse)   | ✓   |
|                   |                    | Personalized Snackable articles   | ✓   |
|                   |                    | Personalized Snackable videos & podcasts  | X   |
| Platform Services | Perks & Savings    | Online Cashback   | ✓<br>Base Rate<br>\$0.50 wallet<br>withdrawal fee                                     |
|                   |                    | Gift Card discounts   | ✓<br>Base Discount  |
|                   |                    | Company Benefits  | ✓<br>(Limited to 3)   |
|                   |                    | In-store offers   | ✓   |
|                   |                    | Exclusive Offers  | ✓<br>Limited  |
|                   |                    | Suggest a Perk  | X   |
| Platform Services | Wellness           | HRA   | X   |
|                   |                    | Corporate Challenges  | X   |
|                   |                    | Personal Challenges   | X   |
|                   |                    | Tiers   | X   |
|                   |                    | Rewards   | X   |
|                   |                    | Wearable tech Integration (Apple HealthKit, Google Fit, Fitbit)                                     | X   |
|                   |                    | Telephonic Health Coaching  | X   |



| Service Type                              |                  |   | Core Well-being Package                       |
|---|------------------|---|---|
|   |                  | <b>Sponsoring Organization Funded Well-being Rewards Program (See the Spot Rewards Addendum which must be Initialed by the Sponsoring Organization)</b> | X   |
|   |                  | <b>Custom Rewards (No fulfilment)</b>   | X   |
| <b>Platform Services and EAP Services</b> | <b>Reporting</b> | <b>Base Reporting</b>   | <b>✓<br/>Case/Content utilization reports</b> |

*As of the effective Date, Sponsoring Organization's Affiliates (if any) include:*

| Legal Name of Affiliate | Jurisdiction of Organization | Address |
|-------------------------|------------------------------|---------|
|                         |                              |         |
|                         |                              |         |
|                         |                              |         |
|                         |                              |         |

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**Sponsoring Organization Acknowledgement:**

**LifeWorks by Morneau Shepell Acceptance:**

Initials: \_\_\_\_\_

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

Initials: \_\_\_\_\_

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



**NON-TERRITORIAL ELIGIBLE USERS SCHEDULE**

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**Sponsoring Organization Acknowledgement:**

**LifeWorks by Morneau Shepell Acceptance:**

Initials: N/A Date: \_\_\_\_\_

Initials: N/A Date: \_\_\_\_\_



2019 Operations Plan  
for the McRitchie-Hollis Museum and  
Newnan-Coweta Historical Society

Presented by Emily Kimbell, Director  
August 2019



## **Background/Introductory Remarks**

The McRitchie-Hollis Museum (MHM) is a museum established and operated by the Newnan-Coweta Historical Society (NCHS). The museum is currently housed in the Peniston House, a facility owned by the City of Newnan and leased to the NCHS. The NCHS received the funding to renovate the Peniston House and is funded to operate the museum from the Edgar Hollis estate.

The NCHS renovated and designed the McRitchie-Hollis Museum originally as a house furnishings museum in keeping with Mr. Hollis's instructions in his will. It became apparent that the Hollis furnishings were not museum-worthy examples of home furnishings and even though it was named the McRitchie Hollis Museum, the community (and some members of the NCHS board) were more interested in having the Peniston House as a community social facility instead of a museum. Consequently, the McRitchie-Hollis Museum over the last few years has operated as a hybrid facility—not a real museum and not a real social facility with neither function accomplishing the benefactor's desire to have a “high quality, fully-staffed” museum to honor his parents, nor having any kind of identity that establishes itself as a “social facility”.

On April 17, 2019, the NCHS received a letter from Cleatus Philips, City of Newnan City Planner addressing concerns of poor performance of the McRitchie-Hollis Museum and potential trust agreement violations. On Wednesday, May 2, 2019, Phillips met with Robert Hancock, administrator of the Hollis estate; Emily Kimbell, recently hired director of the Newnan-Coweta Historical Society; and historical society board members—John Cunningham, Walter Jones, Dorothy Pope, and Gary Welden. In response to the meeting, the NCHS is offering an operations plan outlining the future of the McRitchie-Hollis Museum and the NCHS.

The following is the 2019 operations plan developed and presented by Emily Kimbell, director of the Newnan-Coweta Historical Society and McRitchie-Hollis Museum. By refocusing the McRitchie-Hollis Museum and developing interactive, immersive programs, exhibits, and events, the NCHS staff and board intends to reinforce community trust in the two organizations and establish them as cornerstones for research and education.

## **McRitchie-Hollis Museum (McRH)**

### **Mission, Vision, and Goals**

#### Mission Statement

Preserving Coweta County history for the education and enlightenment of current and future generations through exhibits, programs and research facilities.

#### Vision Statement

The McRitchie-Hollis Museum will become The McRitchie-Hollis Museum of a Southern Town—a museum that documents, protects, preserves, and exhibits the rich cultural history of Newnan and surrounding Coweta County region and highlights the narratives of individuals, groups, organizations, and industries that shape the local community. This Museum will be a museum of excellence that honors the Hollis family, provides an interesting and worthwhile

experience for visitors, and serves as a major attraction for visitors coming to Newnan. The Museum will act as an archivist of the community's past, present, and future and serve as a resource for others involved in the preservation of the community's history. The Museum will actively engage in promoting and showcasing this history by collaborating with other local organizations and providing educational and cultural programs for the public.

#### Short-Term Goals (1-2 years)

- Revitalize the McRitchie-Hollis Museum
- Refocus McRitchie-Hollis Museum to feature permanent exhibit spaces
- Increase and Diversify McRitchie-Hollis Museum Revenue Streams
- Establish McRitchie-Hollis Museum as local center for Research, Education, and Community
- Begin Docent program
- Create Standard Operating Procedure Documents for Museum Staff and Volunteers

#### Long-Term Goals (3-5 years)

- Complete refocus/revitalization of McRitchie-Hollis Museum
- Establish Museum as social, cultural, and economic center for community and situate Museum as destination historical museum.
- Develop robust educational outreach programs with local secondary education institutions, state-wide higher education institutions, and other local museums.
- Develop traveling exhibits/displays that will be located throughout the County
- Strengthen Docent program with recruitment of dedicated staff of volunteers to assist in the daily activities of the museum

## **Action Plan**

### **Section A: Refocus McRitchie-Hollis Museum**

*Goal A1: Distinguish McRitchie-Hollis Museum from Newnan-Coweta Historical Society*

#### **OBJECTIVES**

- A1.1 Develop business operations plan for both organizations, detailing separate mission statements and objectives
- A1.2 Establish primary objectives and functions for NCHS and McRH with NCHS taking role as primarily support/advisory organization and McRH as publicly functioning organization.
- A1.3 Complete Brand and Marketing Strategy for McRH to determine unique selling proposition (USP)

#### **KEY ACTION STEPS**

- 1. Complete appraisal of current NCHS and McRH policies documents and procedures
- 2. Consult with NCHS staff, board members, and affiliates regarding objectives and expectations for future
- 3. Develop understanding of distinct purpose and goals of each organization

#### **EXPECTED OUTCOME(S)**

- 1. Outcomes of stakeholder survey to understand shortcomings, expectations, and wishes
- 2. Analysis of current NCHS and McRH policies/procedures and initial audit for future SOP creation
- 3. Completion of NCHS and McRH business operations plan

#### **DATA EVALUATION AND MEASUREMENT(S)**

- 1. Amount and quality of feedback from NCHS stakeholders
- 2. Increased understanding among staff and board members of organization operating procedures
- 3. Unified mentality for approaching renovation of McRH

#### **PERSON RESPONSIBLE**

- 1. Director
- 2. Board of Directors

#### **TARGET DATE**

- Sept 1, 2019 for Completion

*Goal A2: Develop Distinct Branding Material for McRitchie-Hollis Museum*

OBJECTIVES

- A2.1 Create McRH logo for marketing and promotional use
- A2.2 Roll out Branding announcement via external media outlets and internal organizational channels (websites, social media, etc.)
- A2.3 Consistently utilize new McRH logo for all appropriate staff correspondence

KEY ACTION STEPS

1. Consult with graphic designer to construct new museum logo
2. Plan logo reveal at stakeholder event
3. Replace current McRH pictures/referrals with new logo
4. Develop brand awareness for McRH by increasing museum mention on website and developing museum's own social media strategy
5. Utilize McRH logo in all museums staff correspond, adding logo to email correspondence, ordering new letterhead, and revamping gift shop with museum swagfau

EXPECTED OUTCOME(S)

1. Visual distinction of McRH museum as functioning organization with education, preservation, and outreach programs
2. Brand awareness of McRH museum in Coweta County, surrounding areas, and beyond

DATA EVALUATION AND MEASUREMENT(S)

1. Approved logo for organization use
2. Increased awareness of McRH museum and its purpose

PERSON RESPONSIBLE

1. Consultant (Graphic Designer)
2. Director
3. Board of Directors

TARGET DATE

- Dec. 31, 2020 for Completion

## Section B: Refocus McRitchie-Hollis Museum to feature permanent exhibit spaces

### *Goal B1: Renovate Rotating Exhibit Space*

#### OBJECTIVES

- B1.1 Relocate offices from downstairs backroom to upstairs bedrooms
- B1.2 Assess needs to convert old office space into workable rotating exhibit space
- B1.3 Convert old office space into usable and attractive exhibit space

#### KEY ACTION STEPS

1. Empty backroom space of all unnecessary items and move office items upstairs
2. Using consultation report as guide, confer with NCHS staff to develop renovation plan for rotating exhibit space
3. Solicit quotes from contractors for necessary renovations (paint, floor, lights)
4. Schedule renovations
5. Mock up room into working exhibit space
6. Note desired upgrades for future

#### EXPECTED OUTCOMES

1. Upscale space to host rotating exhibits and museum events
2. Increased value for NCHS membership
3. Increased opportunities for sponsored exhibits or traveling exhibits

#### DATA EVALUATION AND MEASUREMENT(S)

1. Increased interest in using McRH museum for sponsored or travelling exhibits
2. Increased return on Membership renewal in new year
3. Local media coverage regarding new space

#### PERSON RESPONSIBLE

1. Director
2. Curator

#### TARGET DATE

- July 31, 2019 for Completion

*Goal B2: Create Plan for Permanent Exhibits at McRH (History of Home, History of Coweta County, Local Stories, etc.)*

#### OBJECTIVES

- B2.1 Assess current floor plan of museum and determine direction for future exhibits
- B2.2 Create strategic plan for implementing permanent exhibits
- B2.3 Begin process of refocusing current McRH exhibits into chosen storylines/narratives

#### KEY ACTION STEPS

1. Work with consultant(s) and NCHS curator to determine needs of McRH museum
2. Design Museum mockup including new permanent exhibits
3. Conduct cost analysis for permanent exhibit requirements
4. Develop strategic plan for development and renovation of permanent exhibits
5. Identify Key Action Steps for individual rooms/exhibits when identified

#### EXPECTED OUTCOMES

1. Floor plan of future McRH museum
2. Unified focus between McRH stakeholders regarding director of the museum's future
3. Established plan and strategy detailing implementation necessities

#### DATA EVALUTION AND MEASUREMENT(S)

1. Increased community interest in McRH and NCHS
2. Increased return on Membership renewal in new year

#### PERSON RESPONSIBLE

1. Consultant
2. Director
3. Curator
4. Board of Directors

#### TARGET DATE

- Dec 31, 2019 for Completion

## Section C: Increase and Diversify McRitchie-Hollis Museum Revenue Streams

### *Goal C1: Secure Funding for Renovations*

#### OBJECTIVES

- C1.1 Curate list of donatable fixtures necessary for McRH renovations
- C2.1 Identify potential benefits from donations (name-recognition, tax deductions, etc.)
- C2.3 Publicize list and benefits to potential donors

#### KEY ACTION STEPS

1. Using McRH strategic plan and through consultation with Curator, create a list of “needed” items for new exhibits
2. Research and develop benefit plan for various levels of sponsorships
3. Publicize needs list and benefit package through various channels (website, membership list, social media)
4. Develop follow-up procedures/protocol for thanking donors

#### EXPECTED OUTCOMES

1. Increased donations of items needed by Museum
2. Increased monetary donations to Museum
3. Increased visibility regarding Museum’s needs and donation’s use

#### DATA EVALUATION AND MEASUREMENT(S)

1. NCHS members joining at higher member level
2. Increase in donated funds dedicated to museum purposes

#### PERSON RESPONSIBLE

1. Director
2. Curator
3. Assistant Director
4. Board of Directors

#### TARGET DATE

- Dec 31, 2020 for Completion

*Goal C2: Establish Corporate Sponsorship program for special projects/exhibits*

#### OBJECTIVES

C2.1 Develop Corporate Sponsorship Package Opportunities

C2.2 Secure Corporate Sponsor for McRH exhibit

#### KEY ACTION STEPS

1. Research existing museum corporate sponsorship programs
2. Develop multi-level corporate sponsorship program for exhibits, special projects, and events
3. Publicize corporate sponsorship opportunities on organization website and other channels
4. Seek out and secure corporate sponsors for following fiscal year

#### EXPECTED OUTCOMES

1. Stronger connection between McRH and NCHS and the local business community
2. Donations with higher monetary value
3. Ability to provide more technologically advanced and professional exhibits

#### DATA EVALUATION AND MEASUREMENT(S)

1. Construction of thorough, easy-to-understand sponsorship packages
2. Onset of business sponsorship inquiries
3. Securement of corporate sponsor

#### PERSON RESPONSIBLE

1. Director
2. Assistant Director
3. Board of Directors

#### TARGET DATE

- Dec 31, 2019 for Completion



## Section D: Establish McRH as local center for Research, Education, and Community

### *Goal D1: Increase Museum Foot Traffic and Annual Visits*

#### OBJECTIVES

- D1.1 Create audit of past museum visitors including day, time, and reason for visit
- D1.2 Collect data regarding potential museum visitor's interests, expectations, and desires
- D1.3 Craft marketing plan/proposal based on data findings
- D1.4 Develop programming and events catered to target market

#### KEY ACTION STEPS

1. Audit data from previous years to assess number of museum visitors
2. Analyze data to determine most frequently visited day and time of museum visits along with reason for visit
3. Create survey about museum operation of hours, programs, exhibits, etc.
4. Send survey to past visitors
5. Analyze data to assess visitor's expectations for future of museum and likelihood of returning to museum
6. Use collected data as base material to construct future marketing plan and make decisions regarding future programming
7. Utilizing marketing plan as basis, develop programming and events catered to target market

#### EXPECTED OUTCOMES

1. Better understanding of past visitor experience and behavior
2. Consumer satisfaction survey for distribution
3. Insight into consumer expectations for museum
4. Data analysis tuned into key action plan

#### DATA EVALUATION AND MEASUREMENT(S)

1. 30-40% response rate from members (average for non-profit among internal members)
2. Better understanding among staff of consumer needs
3. Key action plan for 2020

#### PERSON RESPONSIBLE

1. Director
2. Assistant Director
3. Office Manager

#### TARGET DATE

- Nov 1, 2019 for Completion

*Goal D2: Establish Education Outreach Program*

OBJECTIVES

D2.1 Develop Education Outreach Program Action Plan

D2.2 Launch of Comprehensive Education Program complete with lecture series, workshop, school outreach, and teacher resource development components

D2.3 Begin grant writing process to secure long term funding for education program

KEY ACTION STEPS

1. Research education programs of comparable museums
2. Analyze current needs and gaps in education programs currently provided in the community
3. Create education outreach program Operations plan
4. Follow key action steps in operations plan to launch first activities and resources
5. Research education grants to fund education program

EXPECTED OUTCOMES

1. Understanding of typical education programs at equivalent museums
2. Awareness of needs and gaps in educational outreach programs in local community and beyond
3. Increased partnership between NCHS/McRH and Coweta County schools
4. Expansion of NCHS/McRH market base
5. Refocus of McRH as educational resource
6. Refocus of McRH as family-friendly
7. Securement of education grant

DATA EVALUATION AND MEASUREMENT(S)

1. Completed field survey to assess trends in museum education programs
2. Understanding of needs for local educators
3. Increase in field trips, school visits, and local school partnership
4. Securement of long-term funding for program

PERSON RESPONSIBLE

1. Director
2. Assistant Director

TARGET DATE

- Dec 31, 2019 for Completion

*Goal D3: Partner with other local organizations to provide rich programs for community members*

#### OBJECTIVES

- D3.1 Renew relationship and trust with downtown merchants and city employees
- D3.2 Become an active participant in ongoing community events
- D3.3 Partner with local organizations to develop new programs/events that better both businesses

#### KEY ACTION STEPS

1. Attend downtown events including MainStreet meetings, Chamber of Commerce events, etc.
2. Network with downtown directors, volunteers, and staff
3. Partner with downtown and become a participant in local community events (Market Day, Parade, NewnaNights, etc.).
4. Reach out to local businesses and organizations to partner in events and programs

#### EXPECTED OUTCOME(S)

1. Reinforce trust and support among downtown merchants, staff, and officials
2. Increased presence at community events
3. Increased awareness of McRH/NCHS as downtown organization
4. Initiation of collaborative projects between McRH and downtown organizations

#### DATA EVALUATION AND MEASUREMENT(S)

1. Inclusion of NCHS /McRH at downtown events
2. Community recognition of McRH as downtown organization
3. Interest from other downtown organizations regarding collaborative projects and events

#### PERSON RESPONSIBLE

1. Director
2. Assistant Director

#### TARGET DATE

- Throughout 2019-2020

*Goal D4: Create Docent Program*

OBJECTIVES

- D4.1 Conduct field study to research docent programs in equivalent museums
- D4.2 Develop docent training program
- D4.3 Launch docent volunteer program

KEY ACTION STEPS

1. Research docent programs at equivalent museums
2. Create docent program proposal outlining necessary funds/requirements for program launch
3. Create docent training program for all incoming volunteers
4. Promote launch of docent program via social media and local media channels
5. Launch docent program at McRH museum

EXPECTED OUTCOME(S)

1. Standardized McRH tours and education among tour guides
2. Revamping of McRH tours and specialized tours availability
3. Increased ability to conduct group tours

DATA EVALUATION AND MEASUREMENT(S)

1. Thorough training document for all docents
2. Recruitment of 5 to 10 docents in first year of program
3. Increased satisfaction among Museum visitors

PERSON RESPONSIBLE

1. Assistant Director
2. Director

TARGET DATE

- August 1, 2019 for Completion

## Section E: Create Standard Operating Procedure Documents for Museum Staff and Volunteers

*Goal E1: Audit all current SOP*

### OBJECTIVES

- E1.1 Audit current McRH/NCHS policies for gaps and weaknesses
- E1.2 Develop action plan for updating all SOP

### KEY ACTION STEPS

1. Collect all current NCHS/McRH documents both print and digital
2. Organize current documents and separate out all policies and procedures
3. Note any missing procedures or any procedures needing updating
4. Create an action plan to update all SOP

### EXPECTED OUTCOME(S)

1. Thorough understanding of staff expectations, organization policies, and business procedures
2. Unified action plan for developing thorough standard operating procedure for museum staff and volunteers

### DATA EVALUATION AND MEASUREMENT(S)

1. Analysis of all areas of museum (administration, collection, etc.).
2. Creation of SOP action plan

### PERSON RESPONSIBLE

1. Director
2. Assistant Director
3. Curator
4. Office Manager
5. Board

### TARGET DATE

- Sept. 1, 2019 for Completion

*Goal E2: Craft all necessary SOP, by-laws, and protocols*

**OBJECTIVES**

E2.1 Organize existing policies and procedures in manageable binder and digital format (employee handbook)

E 2.2 Fill in missing SOP for NCHS/McRH functions

E2.2 Create/establish SOP for all new programs, events, and jobs

**KEY ACTION STEPS**

1. Craft headers/ sub-headers for SOP binder/employee handbook and organize existing information
2. Use action plan to develop SOP for all missing procedures
3. Create standard for establishing new programs and events
4. Include template for program and event proposal in SOP
5. Get board approval for SOP

**EXPECTED OUTCOME(S)**

1. Collation of current NCHS/McRH policies/procedures into one organized unit
2. Documentation of employee handbook in print and digital format
3. Thorough understanding of operating policies for all staff, volunteers, and board members
4. Creation of procedures for future program and event implementation

**DATA EVALUATION AND MEASUREMENT(S)**

1. Unified understanding of NCHS/McRH policies and procedures among all staff, volunteers, and board members
2. Completely documented SOP for all aspects of NCHS/McRH usable for all future employees

**PERSON RESPONSIBLE**

1. Director
2. Assistant Director
3. Curator
4. Office Manager
5. Board

**TARGET DATE**

- Dec. 31, 2019 for Completion

# **Newnan-Coweta Historical Society**

## **Mission, Vision, and Goals**

### Mission Statement

The Newnan-Coweta Historical Society (NCHS) is a non-profit organization dedicated to the interpretation and preservation of the historical, cultural and architectural heritage of Coweta County through its programs, exhibitions and collections while serving, engaging and educating the diverse communities of Coweta County and the surrounding region.

### Vision Statement

The NCHS will serve as the local community's primary source for historical information and resources. The NCHS will serve as a research center for scholars, academics, historians, writers, and public researchers and will support the work of preserving, studying, and promoting history through a robust scholarship fund and through collaborative work with academic institutions. The NCHS will become a prominent fixture in the community, supporting the preservation of Coweta County's heritage with education outreach programs, vibrant community programs, and partnerships with local organizations including the McRitchie-Hollis Museum.

### Short-Term Goals (1-2 years)

- Build NCHS Membership Program and Increase Annual Membership
- Strengthen NCHS Position as a Research Center
- Solidify and Clarify Collections Policies and Procedures
- Centralize NCHS as a Community Partner and Supporter
- Create Standard Operating Procedure Documents for NCHS Staff and Volunteers

### Long-Term Goals (3-5 years)

- Completely catalogue NCHS archives and provide robust findings aids for potential researchers
- Establish NCHS as research center for scholars
- Create Reading Room Space for Researchers

## **Action Plan**

### **Section A: Build NCHS Membership Program**

*Goal A1: Audit all current SOP*

#### **OBJECTIVES**

- A1.1 Evaluate current membership levels and benefits
- A1.2 Research membership benefits at comparable museums
- A1.3 Revamp membership program to provide increased benefits for members

#### **KEY ACTION STEPS**

1. Evaluate existing SOP, website, social media for NCHS policies regarding membership and membership benefits
2. Analyze membership policies for consistency
3. Analyze current member list and member level for most popular membership plan
4. Research membership programs at similar museums to see how McRH museum compares
5. Draft new membership plan with updated benefits for each membership level
6. Launch new membership program

#### **EXPECTED OUTCOME(S)**

1. Clear understanding of how our membership program compares among similar museums
2. Launch of new membership plan
3. Increase in membership overall
4. Increase in membership at higher level

#### **DATA EVALUATION AND MEASUREMENT(S)**

1. Documentation of current membership programming and evaluation of standing among comparable museums
2. Launch of new membership program
3. 30% increase in active members in 2020
4. 50% increase of members at “Associate level”

#### **PERSON RESPONSIBLE**

1. Director
2. Board

#### **TARGET DATE**

- Sept. 1, 2019 for Completion



*Goal A2: Revamp Annual Membership Drive*

OBJECTIVES

- A2.1 Evaluate current membership drive strategies
- A2.2 Develop key action plan for 2020 Membership Drive
- A2.3 Implement revamped membership drive

KEY ACTION STEPS

1. Evaluate existing SOP, website, social media for NCHS policies/ procedures for membership drive
2. Conduct SWAT analysis for membership drive policies
3. Identify best method for reaching existing members for renewal
4. Research community for areas of NCHS membership
5. Identify best ways to reach potential new members
6. Reach out to potential new members and invite them to join NCHS

EXPECTED OUTCOME(S)

1. Clear understanding of membership drive procedures
2. Completed SWAT analysis for membership drive policies
3. List of existing and potential membership including best way to reach them
4. Renewal of current members at same or higher membership level
5. Increase in new membership

DATA EVALUATION AND MEASUREMENT(S)

1. 95% retention rate of existing NCHS members
2. Creation of potential member list
3. 30% increase in active members in 2020

PERSON RESPONSIBLE

1. Director
2. Office Manager

TARGET DATE

- Nov. 1, 2019 for Completion

## Section B: Strengthen NCHS as a research center

### *Goal B1: Initiate collaborations with institutes of higher learning*

#### OBJECTIVES

- B1.1 Identify past moments of academic collaboration between NCHS and institutes of higher learning
- B1.2 Seek out mutually beneficial collaborative partnerships (i.e.: archive projects, internship programs, class projects, etc.).
- B1.3 Establish relationship with Georgia universities and colleges that provides benefit to NCHS and learning/education resources to students

#### KEY ACTION STEPS

1. Identify any past collaborations between NCHS and institutes of higher learning
2. Reconnect with academic directors and establish solid working relationships
3. Identify ways to establish more partnerships between NCHS and GA universities/colleges, especially with West GA, West GA Tech, and Georgia State
4. Form partnerships and engage in collaborative projects that benefit both parties

#### EXPECTED OUTCOME(S)

1. Development of relationship between NCHS and institutes of higher education
2. Launch of academic projects at NCHS
3. Improvement of NCHS reputation as academic supporter

#### DATA EVALUATION AND MEASUREMENT(S)

1. Strengthened relationship between NCHS and multiple GA universities and college
2. Launch of academic projects at NCHS

#### PERSON RESPONSIBLE

1. Director
2. Assistant Director

#### TARGET DATE

- Throughout 2019 and 2020

*Goal B2: Solidify and clarify collections policies and procedures*

OBJECTIVES

B2.1 Audit of current collections policies and procedures

B2.1 Develop action plan for updating all collections policies, filling in missing procedures and gaps in

B1.3 Implement complete collection SOP

KEY ACTION STEPS

1. Collect all current collections policy documents both print and digital
2. Organize current documents and separate out all policies and procedures
3. Note any missing procedures or any procedures needing updating
4. Create an action plan to update all collection policies
5. Use action plan to develop SOP for all missing procedures
6. Get board approval for new collections policies
7. Implement and publicize new policies for collections

EXPECTED OUTCOME(S)

1. Collation of current collection's policies/procedures into one organized unit
2. Complete collections policies, filling in missing gaps
3. Documentation of collection handbook in print and digital format

DATA EVALUATION AND MEASUREMENT(S)

1. Unified understanding of collection policies and procedures among all staff, volunteers, and board members
2. Completely documented collections policies and procedures

PERSON RESPONSIBLE

1. Curator
2. Director

TARGET DATE

- Dec 31, 2019 for completion

*Goal B3: Organize archives into more usable/manageable space*

OBJECTIVES

- B3.1 Audit of current archives/artifacts in collections and storage procedure
- B3.2 Develop action plan for ensuring all collection items are properly stored and documented
- B3.3 Complete process of properly repackaging, securing, and storing all collection items
- B3.4 Complete process of accurately documenting all collections items

KEY ACTION STEPS

1. Asses state of all collection items
2. Audit collection items, documenting current state and any storage needs
3. Create an action plan to update all storage and documentation
4. Purchase new storage equipment
5. Properly secure and document all collection items

EXPECTED OUTCOME(S)

1. Audit of current collection's state
2. Audit of current collection's documentation and missing documentation
3. Proper securement of all collection items
4. Proper documentation of all collection items

DATA EVALUATION AND MEASUREMENT(S)

1. Fully document collection in digital and print copy
2. Collection that meets archive standards

PERSON RESPONSIBLE

1. Curator
2. Director

TARGET DATE

- Dec 31, 2019 for completion

## Section C: Centralize NCHS as a community partner and supporter

### OBJECTIVES

- C1 Renew relationship and trust with downtown merchants and city employees
- C2 Become an active participant in ongoing community events
- C3 Partner with local organizations to develop new programs/events that better both businesses

### KEY ACTION STEPS

1. Attend downtown events including MainStreet meetings, Chamber of Commerce events, etc.
2. Network with downtown directors, volunteers, and staff
3. Partner with downtown and become a participant in local community events (Market Day, Parade, NewnaNights, etc.).
4. Reach out to local businesses and organizations to partner in events and programs

### EXPECTED OUTCOME(S)

1. Refocused trust and support among downtown merchants, staff, and officials
2. Increased presence at community events
3. Increased awareness of McRH/NCHS as downtown organization
4. Initiation of collaborative projects between McRH and downtown organizations

### DATA EVALUATION AND MEASUREMENT(S)

1. Inclusion of NCHS/McRH at downtown events
2. Community recognition of McRH as downtown organization
3. Interest from other downtown organizations regarding collaborative projects and events

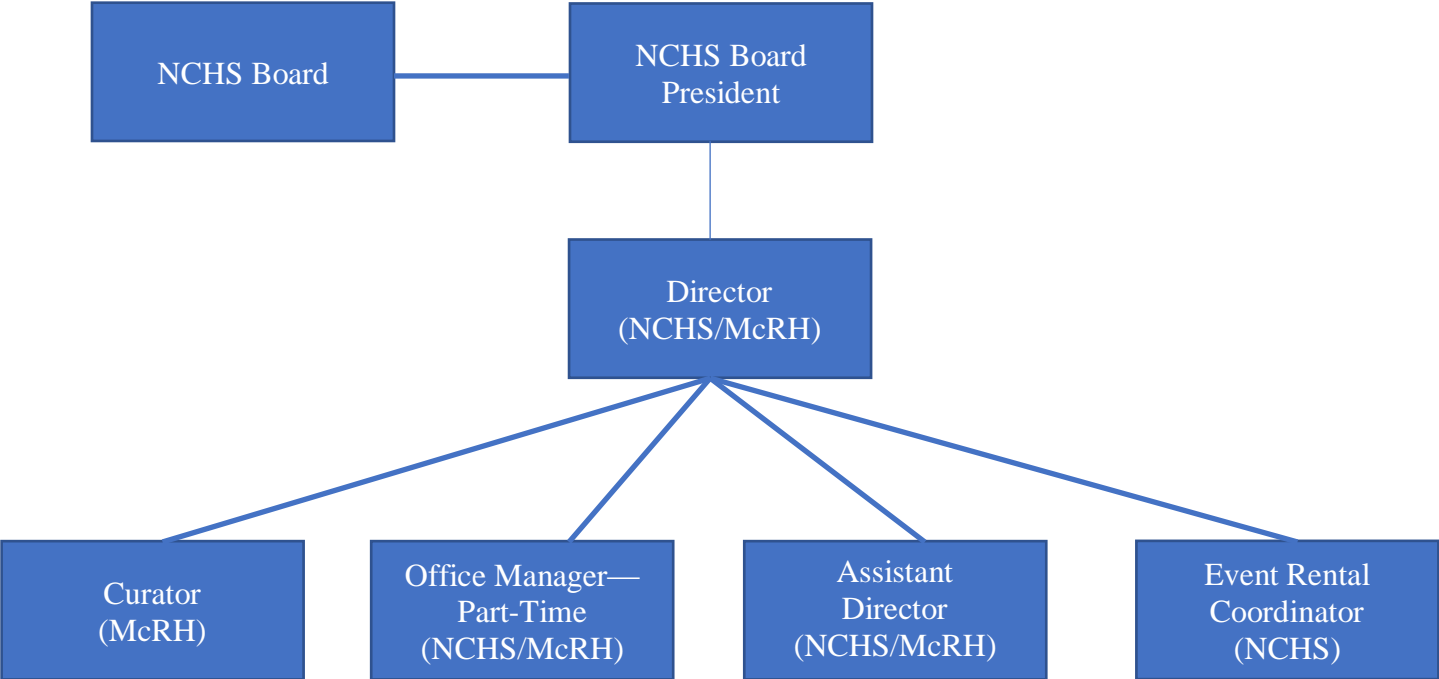
### PERSON RESPONSIBLE

1. Director
2. Assistant Director

### TARGET DATE

- Throughout 2019-2020

# Organizational Structure and Job Descriptions



(Assistant Director & Event Rental Coordinator are currently same person)

**Newnan-Coweta Historical Society**  
**McRitchie-Hollis Museum**

Position Title: Director

Location: Newnan, Georgia

Duration: Salary

Salary: \$45,000/year

Supervised by: President of the Newnan-Coweta Historical Society

Summary

Oversees and Manages the Newnan-Coweta Historical Society and McRitchie-Hollis Museum staff, facilities, and programs on a day-to-day basis, under the specific direction and policy guidance of the Newnan-Coweta Historical Society President and Board of Directors

Duties and Responsibilities

- Manage day-to-day operations based on policy guidance from Newnan-Coweta Historical Society President and Board of Directors
- Work collaboratively with the President and Board to understand the institutional objectives and strategies related to the Newnan-Coweta Historical Society
- Supervise the staff, volunteers and interns at all current and future Newnan-Coweta Historical Society facilities
- Work with the President, Board, and Board Committees on short and long-term strategic planning, as well as annual goals and objectives
- Develop and implement educational programs, exhibits, and displays
- Responsible for marketing, outreach, and public relations strategies to increase community awareness and visitor attendance
- Implement community and other programs, which will enhance the image of the McRitchie-Hollis Museum and the Newnan-Coweta Historical Society and encourage the donation of appropriate artifacts and funds
- Plan and organize events and identify relevant grants and sponsorship to enhance funding for the Newnan-Coweta Historical Society and the McRitchie-Hollis Museum
- Develop, plan, arrange, and manage programs for various audiences
- Work with the Newnan-Coweta Historical Society board to develop exhibition content and interpretive opportunities for new exhibits
- Obtain any necessary licenses or permits for the benefit and function of the Newnan-Coweta Historical Society
- Attend community events and meetings as necessary to promote the Newnan-Coweta Historical Society and McRitchie-Hollis Museum and to increase community visibility and membership

- Oversee refocus/revitalization McRitchie-Hollis Museum including rebranding strategies, renovation projects, and museum narrative decisions
- Perform other duties necessary for the successful operation of the Newnan-Coweta Historical Society and the McRitchie-Hollis Museum programs and facilities

#### Required Knowledge, Skills, and Abilities

- Required to reside in Coweta County
- Extensive knowledge of the history of Coweta County, including knowledge specific to the various municipalities and communities
- Extensive knowledge of museum and artifacts management
- The skills to assist in the development of short and long-term goals and strategies and the ability to implement approved plans
- Ability to work with the Newnan-Coweta Historical Society Board and other agencies to develop and implement community activities and other programs to enhance the image of the Newnan-Coweta Historical Society and encourage increased membership, donation of appropriate artifacts and funds
- Knowledge of availability of grants and procurement procedures

#### Minimum Qualifications

- BA/BS in History, Museum Management, or related field with five years of experience working in the field
- Master's Degree preferred
- Favorable background investigation as determined by a review of Federal, State, and Local reporting agencies

#### ADA Status

Must be physically and mentally able with or without reasonable accommodations to perform all of the duties listed under Duties and Responsibilities, all of which are deemed “essential functions of the job.”

#### Work Requirements

75% McRH

25% NCHS



**Newnan-Coweta Historical Society**  
**McRitchie-Hollis Museum**

Position Title: Curator

Location: Newnan, Georgia

Duration: Salary

Salary: \$35,000/year

Supervised by: Director

Summary

Highly responsible position charged with the day-to-day care, inventory, tracking, and management of artifacts maintained by the Newnan-Coweta Historical Society

Duties and Responsibilities

- Conduct periodic inventory of collection to maintain and preserve objects and artifacts
- Accept loans and donations from clients, ensuring all necessary paperwork is completed.
- Maintain and inventory all artifacts and exhibits, tracking items through the use of available software (such as Past Perfect), including photographs and descriptions, and recording who donated or loaned items to NCHS
- Maintain/oversee cleaning of all artifacts in collections and in museum to ensure posterity
- Oversee request and use of archive research material
- Monitor collections building and museum environment to ensure favorable conditions for preservation
- In collaboration with director, plan exhibits and programs
- Implement the installation of exhibits, ensuring artifacts are presentable and tell the story of the exhibit
- Ensure that artifacts are properly returned to Collections or returned to the proper owner once exhibits are complete
- Assist in the grant application process for the support of museum programming
- Participate in community events and meetings as necessary to promote NHS facilities and activities to increase membership
- Help prepare for and staff McRitchie-Hollis events as needed
- Participate in meetings with the Collection Committee to assist in discussion about accessioning/deaccessioning objects in collections
- Supervise collections GRA and/or other interns
- Assist in the day-to-day operations of the museum(s) in the absence of the Director
- When necessary, conduct tours of the McRitchie-Hollis Museum and other NCHS venues and facilities, sharing the rich history and offering an engaging visitor experience
- Perform any necessary duties for the successful promotion of NCHS

### Required Knowledge, Skills, and Abilities

- Ability to maintain necessary records for the inventory and tracking of donated artifacts, papers, photographs, collections, etc. and for the return of loaned artifacts
- Ability to digitize photographs, documents, and other files for the digital archives and for use in exhibits and publications
- Ability to conduct research for clients in the search of historical information on their home or their families, etc.
- Working knowledge of Past Perfect and InDesign software
- Knowledge of archive best practices
- Ability to construct narratives and documentation for exhibit labels
- Ability to make connections with potential donors, lenders, and community leaders
- Ability to envision new exhibit ideas and pitch them to director
- Ability to accomplish the organizational goals of NCHS and develop new ideas and facility usage options for consideration by the director and the NCHS board

### Minimum Qualifications

- BA/BS degree from an accredited university with at least two years of experience in a museum setting
- Master's Degree preferred
- Favorable background investigation as determined by a review of Federal, State, and Local reporting agencies

### ADA Status

Must be physically and mentally able with or without reasonable accommodations to perform all of the duties listed under Duties and Responsibilities, all of which are deemed “essential functions of the job.”

### Work Requirements

100% MCRH

**Newnan-Coweta Historical Society**  
**McRitchie-Hollis Museum**

Position Title: Assistant Director

Location: Newnan, Georgia

Duration: Full-Time (exempt)

Salary: \$35,000/year

Supervised by: Director

Summary

Assists director in promoting and implementing goals and objectives of Newnan-Coweta Historical Society and McRitchie-Hollis Museum. Oversees McRitchie-Hollis Museum docent program and education outreach program.

Duties and Responsibilities

- Assist director with creation, development, and implementation of NCHS and McRitchie-Hollis education and community outreach programs
- Work with director, to secure venue, catering, contractors, etc. for organization events
- Help prepare for and staff NCHS and McRitchie-Hollis events as needed
- Participate in community events and meetings as necessary to promote NCHS facilities and activities to increase membership
- Assist director with securing of sponsorship and funding opportunities
- Develop organization programs and events submitting program proposals to director
- Assist director with research needs for special projects
- Create and manage McRitchie-Hollis docent program, under direction of director
- When necessary, conduct tours of the McRitchie-Hollis Museum and other NCHS venues and facilities, sharing our rich history and offering an engaging visitor experience
- Work with director to create advertising and marketing campaign for organizations and implement campaign via marketing strategies including social media

Required Knowledge, Skills, and Abilities

- Attention to detail and problem-solving skills
- Excellent written and verbal communication skills
- Strong organizational and planning skills
- Ability to develop marketing and advertising campaigns to promote the goals and objectives of NCHS through public presentation at community events and meetings
- Ability to accomplish the organizational goals of NCHS and develop new ideas and facility usage options for consideration by the director and the NCHS board

Minimum Qualifications

- BA/BS degree
- At least two years of marketing experience or extensive community involvement with volunteer organizations
- Proficient social media and computer skills, including Microsoft Office Suite

ADA Status

Must be physically and mentally able with or without reasonable accommodations to perform all of the duties listed under Duties and Responsibilities, all of which are deemed “essential functions of the job.”

Work Requirements

70% NCHS

30% Museum

**Newnan Coweta Historical Society**  
**McRitchie-Hollis Museum**

Position Title: Office Manager

Location: Newnan, Georgia

Duration: Part-Time

Salary: \$12.50-\$15.00/hour

Typical Work Hours: Tues-Saturday 10am-3pm (McRitchie-Hollis Museum Hours)

Supervised by: Director

Summary

The office manager (part-time) is responsible for front office activities of NCHS and the McRitchie-Hollis Museum including answering phones, giving tours, and greeting visitors. Responsible for managing, ordering, and monitoring office supplies; assisting with mailing campaigns; performing data entry; documenting company receipts and income; and other office duties.

Duties and Responsibilities

- Greeting visitors, answering a high-volume of incoming phone calls, and delivering world-class service to NCHS members and McRitchie-Hollis museum visitors.
- Provide general support to visitors, including giving high-quality tours to museum visitors
- Purchasing office supplies and equipment and maintaining proper stock levels.
- Point person for maintenance, mailing, shipping, supplies, equipment, bills and errands
- Design and implement filing systems
- Ensure accurate recording of company data with security, integrity and confidentiality
- Reconcile daily and monthly business expenses and income, reporting all issues to director
- Manage relationships with vendors, service providers and landlords, ensuring that all items are invoiced and paid on time
- Coordinate travel, including flight, hotel, and car rental reservations.
- Participate actively in the planning and execution of company events

Required Knowledge, Skills, and Abilities

- Ability to develop an extensive knowledge of NCSH venues, facilities, policies, and programs
- Excellent time management skills and ability to multitask and prioritize work
- Attention to detail and problem-solving skills
- Excellent written and verbal communication skills

- Strong organizational and planning skills
- Knowledge of accounting, data and administrative management practices and procedures

#### Minimum Qualifications

- Associate degree required; B.A. or B.S. preferred
- Proficient computer skills, including Microsoft Office Suite
- Prior experience handling office responsibilities, experience in customer service, or related field

#### ADA Status

Must be physically and mentally able with or without reasonable accommodations to perform all of the duties listed under Duties and Responsibilities, all of which are deemed “essential functions of the job.”

#### Work Requirements

70% NCHS

30% Museum

## **Newnan-Coweta Historical Society**

Position Title: Event Rental Coordinator

Location: Newnan, Georgia

Duration: Contract

Salary: 10% of Sales

Supervised by: Director

### Summary

Responsible for booking Newnan-Coweta Historical Society venues for rentals. Markets Newnan-Coweta Historical Society venues by developing and implementing marketing and advertising strategies and campaigns to promote NCHS programs and facilities.

### Duties and Responsibilities

- Meet with potential renters to tour NCHS venues including Train Depot and McRitchie-Hollis Museum
- Manage rental contracts; oversee rental deposits, refunds, and payments
- Manage rental access and work to ensure renters are granted access to facility during rental period
- Answer questions about NCHS venues and rental policies
- Monitor NCHS venues before and after event to ensure facilities are in acceptable condition; report necessary modifications/renovations to director
- Implement marketing and advertising campaigns for the promotion of NCHS venues including updating website and social media specific to NCHS venue rentals
- Assist in the development of organizational goals to help explore new opportunities to promote NCHS venues and programs
- Assist NCHS staff in the maintenance and updating of NCHS venues promotional material

### Required Knowledge, Skills, and Abilities

- Excellent selling, communication and negotiation skills
- Strong interpersonal skills
- Ability to develop an extensive knowledge of NCSH venues, facilities, policies, and programs
- Ability to market and promote NCHS venues to diverse groups of potential users and members
- Ability to track sales and marketing successes through analysis and presentation of reports
- Ability to develop and maintain professional promotional materials and utilize material for the successful promotion of NCHS

- Ability to accomplish the organizational goals of NCHS and develop new ideas and facility usage options for consideration by the director and the NCHS board

#### Minimum Qualifications

- High School Diploma or Equivalent
- Proven work experience as a sales representative
- Proficient computer skills, including Microsoft Office Suite

#### Work Requirements

100% NCHS



## **Financial Considerations/Stability**

Due to the considerable undertaking both the NCHS and the McRH have chosen to pursue, an increase in budget is necessary. To accomplish the set goals, the organizations need additional staff that is highly qualified and experienced; funds to craft high-quality exhibits and programs; and the monetary ability to maintain two historic buildings. NCHS and McRH stakeholders recognize, however, that an increase in budget must be accompanied with an increase in funds.

To offset the increased budget, we propose diversifying the organization's revenue streams by taking advantage of the following revenue streams:

- **Sponsorships:** As outlined in Section C of the McRitchie-Hollis action plan, the McRH museum currently does not receive nor pursue corporate sponsorships for exhibits. Corporate sponsorships are a traditional revenue fund for non-profit organizations and museums. In the coming year, the McRH staff plans to create and publicize a corporate sponsorship package and secure sponsorships for exhibits, programs, and events.
- **Grants:** The NCHS routinely receives a nominal amount of funds in grant money, yet grants remain a relatively untapped revenue market for the organization. Georgia funding offers opportunity for historic preservation grants, historic landscape grants, non-profit enhancement grants, and grant-matching opportunities through departments including, but not limited to, the Georgia Council for the Arts, Georgia Department of Economic Development, Georgia Department of Natural Resources, and Georgia Humanities Council.
- **Fundraising Drives:** The NCHS and McRH rely on donations and membership dues as steady sources of income; however, the organizations do not currently have any events and/or programs solely dedicated to fundraising activities.
- **Membership Drive:** As indicated in Key Action Step A2, NCHS plans to revamp its annual membership drive by providing more benefits to current members and seeking out new target markets for increased membership. The local historic district is full of vibrant members dedicated of the preservation of the area's history. The goal of NCHS is to begin its membership growth by first targeting its neighbors, the other members of the historic district.

## **Conclusion**

Revamping and refocusing organization are challenging endeavors to take on by a staff and board. The Newnan-Coweta Historical Society and McRitchie-Hollis Museum have assumed a plan that places the organizations into two distinct roles with the NCHS as overseer, governing organization, and administrative officer and McRitchie-Hollis Museum as educator and social

gathering space. However, these two organizations support and depend on each other and both are dedicated to the preservation of Coweta County and Newnan history. The NCHS and McRH staff are ambitious in their goals for the two organizations; however, we see Coweta County and Newnan as the ideal space for enacting such goals. The rich history and important narratives coupled with a strong community provide a wealth of opportunity for our organization's growth.

# NCHS Budget

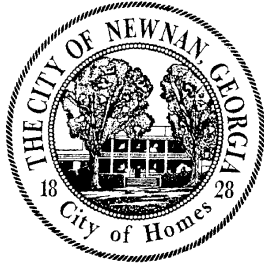
FISCAL YEAR 2019

| REVENUE                       | FY 2018<br>PRIOR YEAR | FY 2019<br>PROPOSED | FY 2019<br>Jan 2019 to May 2019 | FY 2019<br>VARIANCE  | FY 2019<br>+/- PRIOR YEAR |
|-------------------------------|-----------------------|---------------------|---------------------------------|----------------------|---------------------------|
| Rental (Train Depot)          | 92706.00              | 100000.00           | 60109.56                        | (39890.44)           | (32596.44)                |
| Programs                      | 0.00                  | 300.00              | 490.00                          | 190.00               | 490.00                    |
| Events                        | 15579.00              | 15000.00            | 0.00                            | (15000.00)           | (15579.00)                |
| Donation                      | 2501.55               | 3000.00             | 340.00                          | (2660.00)            | (2161.55)                 |
| Scholarship Donation          | 22500.00              | 20000.00            | 20000.00                        | 0.00                 | (2500.00)                 |
| Membership Dues               | 5997.52               | 7000.00             | 6625.00                         | (375.00)             | 627.48                    |
| Image License Sales/Royalties | 340.34                | 200.00              | 0.00                            | (200.00)             | (340.34)                  |
| Grants                        | 2000.00               | 2000.00             | 0.00                            | (2000.00)            | (2000.00)                 |
| West GA Refund                | 3300.00               | 0.00                | 0.00                            | 0.00                 | (3300.00)                 |
| Gift Shop Sales               | 2888.10               | 3000.00             | 1244.00                         | (1756.00)            | (1644.10)                 |
| Interest                      | 196.34                | 200.00              | 239.35                          | 39.35                | 43.01                     |
| Misc. Income                  | 1659.27               | 1000.00             | 107.75                          | (892.25)             | (1551.52)                 |
| <b>TOTALS</b>                 | <b>\$149,668.12</b>   | <b>\$151,700.00</b> | <b>\$89,155.66</b>              | <b>(\$62,544.34)</b> | <b>(\$32,596.44)</b>      |

| EXPENSES            | FY 2018<br>PRIOR YEAR | FY 2019<br>PROPOSED | FY 2019<br>ACTUAL | FY 2019<br>VARIANCE | FY 2019<br>+/- PRIOR YEAR |
|---------------------|-----------------------|---------------------|-------------------|---------------------|---------------------------|
| Payroll (Staff Pay) | 31,669.71             | 103,050.00          | 46,062.94         | (56,987.06)         | 14,393.23                 |

|  |           |           |           |             |             |
|--|-----------|-----------|-----------|-------------|-------------|
| <b>Payroll Taxes &amp; Processing Fee</b>                      | 0.00      | 30,000.00 | 14,549.73 | (15,450.27) | 14,549.73   |
| <b>Open Events (Lecture Series, Programs, Open House)</b>      | 2,768.79  | 3,000.00  | 1,793.44  | (1,206.56)  | (975.35)    |
| <b>Ticketed Events</b>   | 12,917.59 | 10,000.00 | 717.77    | (9,282.23)  | (12,199.82) |
| <b>Membership Drive</b>  | 0.00      | 1,000.00  | 649.40    | (350.60)    | 649.40      |
| <b>Scholarship Payout</b>                                      | 2,500.00  | 7,500.00  | 2,500.00  | (5,000.00)  | 0.00        |
| <b>Historic Marker</b>   | 450.00    | 500.00    | 450.00    | (50.00)     | 0.00        |
| <b>Gift Shop</b>   | 600.77    | 500.00    | 481.63    | (18.37)     | (119.14)    |
| <b>Grants</b>  | 4,000.00  | 4,000.00  | 4,000.00  | 0.00        | 0.00        |
| <b>Intern</b>  | 3,000.00  | 5,000.00  | 0.00      | (5,000.00)  | (3,000.00)  |
| <b>Accounting Expenses</b>                                     | 4,115.00  | 100.00    | 1,640.00  | 1,540.00    | (2,475.00)  |
| <b>Transcational Fee (Credit Card/Bank Fee/PayPal Expense)</b> | 2,851.99  | 2,000.00  | 688.97    | (1,311.03)  | (2,163.02)  |
| <b>Conferences</b>   | 0.00      | 3,000.00  | 3,510.29  | 510.29      | 3,510.29    |
| <b>Insurance (D&amp;O, Workers Comp, Liability/Property)</b>   | 6,926.00  | 7,000.00  | 4,538.00  | (2,462.00)  | (2,388.00)  |
| <b>Housekeeping (Depot)</b>                                    | 9,307.99  | 8,000.00  | 2,570.41  | (5,429.59)  | (6,737.58)  |
| <b>Utilities</b>   | 6,346.01  | 5,000.00  | 3,175.32  | (1,824.68)  | (3,170.69)  |
| <b>Phone &amp; Internet</b>                                    | 963.00    | 1,000.00  | 459.71    | (540.29)    | (503.29)    |
| <b>Maintenance &amp; Repair</b>                                | 3,975.65  | 12,000.00 | 9,768.21  | (2,231.79)  | 5,792.56    |
| <b>Pest Control</b>  | 150.00    | 200.00    | 210.00    | 10.00       | 60.00       |
| <b>Supplies</b>  | 50.10     | 50.00     | 24.05     | (25.95)     | (26.05)     |
| <b>Software/Website</b>  | 956.13    | 1,500.00  | 1,013.86  | (486.14)    | 57.73       |
| <b>Equipment (Computer, Office Furniture)</b>                  | 366.30    | 5,000.00  | 3,079.46  | (1,920.54)  | 2,713.16    |

|                           |                     |                     |                     |                       |                      |
|---------------------------|---------------------|---------------------|---------------------|-----------------------|----------------------|
| Security                  | 83.85               | 100.00              | 64.53               | (35.47)               | (19.32)              |
| Organization Memberships  | 370.00              | 300.00              | 313.00              | 13.00                 | (57.00)              |
| Advertising/Marketing     | 2,687.44            | 3,000.00            | 844.84              | (2,155.16)            | (1,842.60)           |
| Rental Expense            | 5,226.51            | 3,000.00            | 2,917.92            | (82.08)               | (2,308.59)           |
| Rental Refund             | 6,593.00            | 5,000.00            | 2,900.00            | (2,100.00)            | (3,693.00)           |
| Rental Commission         | 22,754.76           | 10,000.00           | 4,520.96            | (5,479.04)            | (18,233.80)          |
| Postage and Shipping      | 21.74               | 50.00               | 0.00                | (50.00)               | (21.74)              |
| Consulting                | 3,795.00            | 0.00                | 0.00                | 0.00                  | (3,795.00)           |
| City Occupational License | 20.00               | 40.00               | 40.00               | 0.00                  | 20.00                |
| State and Sales Tax       | 257.45              | 400.00              | 0.00                | (400.00)              | (257.45)             |
| Interest                  | 0.00                | 400.00              | 217.98              | (182.02)              | 217.98               |
| Misc                      | 1,467.85            | 1,500.00            | 4,776.56            | 3,276.56              | 3,308.71             |
| <b>TOTALS</b>             | <b>\$137,192.63</b> | <b>\$233,190.00</b> | <b>\$118,225.31</b> | <b>(\$114,711.02)</b> | <b>(\$18,713.65)</b> |



## City of Newnan, Georgia - Mayor and Council

Date: August 13, 2019

Agenda Item: Contract Extension  
Concrete Lifting Services, On-Call

Prepared by: Michael Klahr, Public Works Director

**Purpose:** To consider extending a contract award for concrete lifting services

**Background:** Separate sealed bids were received at the office of the City Manager, June 20, 2017. The bid submitted by **AquaGuard Foundation Solutions** was found to be most advantageous to the City and met all criteria outlined in the bid documents.

This contract provides for, on-call, concrete lifting services, as needed. Much progress has been made, but the City continues to maintain a considerable backlog in sidewalk repairs. This work provides an additional resource for addressing sections of sidewalks that have experienced differential settlement but are otherwise in good repair.

The original contract is an annual contract with an option to renew.

To date, we have made area-wide repairs in Avery Park, Olmstead, Summergrove, Fox Ridge, Lora's Place, the City pool and City Hall

**AquaGuard Foundation Solutions** has agreed to further extensions of our existing contract at the same rates.

- Options:**
- A. Award a contract extension to **AquaGuard Foundation Solutions** at current unit prices of \$8.00/ ft of area; \$6.00/ lb of material
  - B. Other action as directed by Council

**Funding:** Capital Improvements Program

**Recommendation:** Option A

**Attachments:** Renewal confirmation letter



875 Pickens Industrial Drive  
Marietta, GA 30062  
770-419-9111

---

April 25, 2019

RE: Renewal of Annual Contract between AquaGuard Foundation Solutions, LLC. And City of Newnan

To Whom it may concern,

AquaGuard Foundation Solutions agrees to a 2-year extension on its current unit pricing per the current contract terms. There will be no price change at this time.

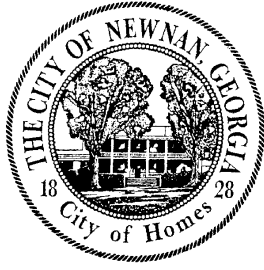
We are grateful to the City of Newnan for this opportunity and excited to work with you again this year.

Thank You,

*Guy McCormack – Government Supervisor*

*Guy McCormack*

AquaGuard Foundation Solutions



## City of Newnan, Georgia - Mayor and Council

Date: August 13, 2019

Agenda Item: Partial Release from Stormwater Facility Maintenance Agreement

Prepared by: Michael Klahr, Public Works Director

**Purpose:** To consider a partial release from a Stormwater Facility Maintenance Agreement made between Coweta County LTC LLC, and the City of Newnan, in Madison Park at Newnan Lakes

**Background:** As required by Ordinance, a Stormwater Facility Maintenance Agreement was executed between the City of Newnan and the property owner of Ansley Park Health & Rehabilitation which provides for the perpetual maintenance of the stormwater facilities addressing water quality for post-construction stormwater discharged from the site to waters of the State.

The property owner has subsequently sub-divided the original parcel and is requesting to be relieved of the responsibility for the stormwater management for any development of the new parcel.

A separate stormwater facility maintenance agreement will be required, post-construction, for any development of the new parcel.

**Options:**

- A. Grant the partial release
- B. Other action as directed by Council

**Funding:** N/ A

**Recommendation:** Option A

**Attachments:** Document: *Partial Release, Cancellation and Termination of Stormwater Facility Management Agreement*

Document: *Stormwater Facility Management Agreement (Original)*

Document: *Final Plat, Coweta County LTC, Unit#2 at Madison Park at Newnan Lakes*



DOCH# 006045  
FILED IN OFFICE  
03/29/2013 12:17 PM  
BK:3928 PG:630-658  
CINDY G BROWN  
CLERK OF SUPERIOR COURT  
COWETA COUNTY

After recording please return to:

✓ City of Newnan  
25 Lagrange Street  
Newnan, GA 30263

**STATE OF GEORGIA**  
**CITY OF NEWNAN**

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT made an entered in this 27 day of February, 2013 by and between ✓ Coweta County LLC, LLC hereinafter called the "Landowner", and the ✓ City of Newnan, hereinafter called the "City".

WITNESSETH,

WHEREAS, the Landowner is the owner of certain real property described on Exhibit "A" attached hereto and by reference made a part hereof as recorded in the records of Coweta County, Georgia, Deed Book(s) 3406 Page(s) 803-809, hereinafter called the "Property".

*and Deed Book 3406  
Page(s) 826-830*

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as Ansley Park Health & Rehabilitation hereinafter called the "Plan", which is attached hereto as Exhibit "B" and is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Newnan, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property, and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

*29  
66  
su*

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The stormwater Structural Control maintenance Checklists are to be used to establish what good working condition is acceptable to the City.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. Landowner shall complete all necessary repairs and maintenance within ten (10) days following notice from the City of a deficiency in the stormwater management facilities. Failure to comply with the notice from the City shall subject Landowner to citation to appear in municipal court for failure to comply, and upon conviction, punishment in accordance with Section 1-14 of the City's Code of Ordinances.

8. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. Such costs shall constitute a lien upon the Landowner's property in the same manner as ad valorem taxes.

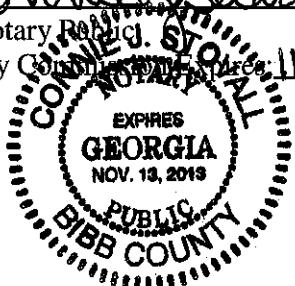
9. This Agreement imposes no liability of any kind whatsoever on the City of Newnan and the Landowner agrees to hold the City of Newnan harmless from any liability in the event the stormwater management facilities fail to operate properly.

10. This Agreement shall be recorded in the plat records of Coweta County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Marcia A Espinoza  
Witness

Connie Stewart  
Notary Public  
My Commission Expires: 11/13/2013



COWETA COUNTY LTC

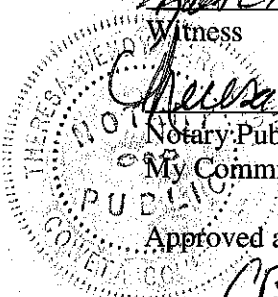
By: Jessie W. Moody  
Teresa W. Moody  
(Type Name and Title) President  
Health Systems Real Estate, Inc.  
sole member of Coweta  
County LTC, LLC

CITY OF NEWNAN

By: William M. Keah (SEAL)  
PA Director / City Engineer Title

[Signature]  
Witness

Theresa Wendy Roberts  
Notary Public  
My Commission Expires: 5/26/15



Approved as to Form:  
[Signature]  
City Attorney

MARCH 25, 2013  
Date

PT# 2008-6371

DOC# 021219  
FILED IN OFFICE  
12/11/2008 03:00 PM  
BK:3406 PG:826-830  
CINDY G BROWN  
CLERK OF SUPERIOR COURT  
COWETA COUNTY

C

PK: 3928 PG: 633

Real Estate Transfer Tax  
Paid \$ 2000.00  
Date 12/11/2008 (14)

*Cindy Brown*

Clerk of Superior Court, Coweta Co. Ga.

✓ RETURN TO:  
GLOVER & DAVIS, P.A.  
P.O. DRAWER 1098  
NEWNAN, GA 30284

After Recording, Return To:  
Thomas G. Burch, Jr., LLC  
3221 Cumberland Boulevard  
Suite 475  
Atlanta, Georgia 30339  
Attention: Thomas G. Burch, Jr., Esq.

EXHIBIT A  
PAGE 1 OF 5

**LIMITED WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF COWETA

THIS INDENTURE, made this 9<sup>th</sup> day of December, 2008, between The J. Littleton Glover, Jr. Family Limited Partnership, a Georgia limited partnership, and David F. Griffith, individually (collectively referred to as "Grantor") and Coweta County LTC, LLC, a Georgia limited liability company ("Grantee");

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all those tracts or parcels of land described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, easements, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, IN FEE SIMPLE.

This Deed and the warranty of title contained herein are made expressly subject to all matters set forth on Exhibit B attached hereto and made a part hereof.

Grantor will warrant and forever defend unto Grantee the right and title to those portions of the above described property in which Grantor has an interest, against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

{00000722.1110 }

5/18/08

**LEGAL DESCRIPTION**  
(9.911 acres)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 22, 5th District of Coweta County, Georgia, and being more particularly described as follows:

Commencing at intersection of the northerly right-of-way of Newnan Crossing Bypass and the southerly right-of-way of Newnan Lakes Boulevard; thence N23°06'05"E, a distance of 47.19 feet to a point of curve to the left, said curve having a radius of 25.00 feet, a chord bearing of N15°16'02"W, and a chord distance of 31.04 feet; thence northerly along said arc a distance of 33.48 feet point of compound curve to the left, said curve having a radius of 453.00 feet, a chord bearing of N60°19'11"W, and a chord distance of 105.45 feet; thence ~~northwesterly along the arc, a distance of 105.69 feet to a point; thence~~ N67°00'14"W, a distance of 12.44 feet to a point of curve to the left, said curve having a radius of 486.00 feet, a chord bearing of N77°55'39"W, and a chord distance of 184.19 feet; thence westerly along the arc a distance of 185.31 feet point; thence N88°51'04"W, a distance of 190.79 feet to a point of curve to the right, said curve having a radius of 690.00 feet, a chord bearing of N87°20'29"W, and a chord distance of 36.36 feet; thence westerly along said arc a distance of 36.36 feet to a half inch iron pin and the **TRUE POINT OF BEGINNING**; said point also being the beginning of a curve to the left, said curve having a radius of 1536.99 feet, a chord bearing of S23°41'47"W, and a chord distance of 313.87 feet, thence southwesterly along the arc a distance of 314.42 feet to a half inch iron pin; thence S23°11'49"W, a distance of 394.48 feet to a half inch iron pin; thence N62°30'31"W, a distance of 154.98 feet to a half inch iron pin; thence N75°14'09"W, a distance of 115.87 feet to a point; thence N41°16'03"W, a distance of 197.69 feet to a half inch iron pin; thence N28°51'36"W, a distance of 200.43 feet to a half inch iron pin; thence N62°13'30"W, a distance of 116.64 feet to a half inch iron pin; thence N32°27'14"E, a distance of 17.74 feet to a point; thence continue N32°27'14"E along said line, a distance of 565.59 feet to a half inch iron pin; thence S41°58'37"E, a distance of 127.93 feet to a half inch iron pin and a point of curve to the left, said curve having a radius of 690.00 feet, a chord bearing of S63°54'16"E, and a chord distance of 515.34 feet; thence southeasterly along said curve a distance of 528.13 feet to the **POINT OF BEGINNING**.

|         |                      |
|---------|----------------------|
| EXHIBIT | <u>A</u>             |
| PAGE    | <u>1</u> OF <u>5</u> |

PT# 2008-6370

DOCH 021217  
FILED IN OFFICE  
12/11/2008 03:00 PM  
BK:3406 PG:803-809  
CINDY G BROWN  
CLERK OF SUPERIOR COURT  
COWETA COUNTY

*Cindy G. Brown*

REAL ESTATE TRANSFER TAX  
PAID: \$3750.00

BK: 3928  
PG: 635

RETURN TO:  
GLOVER & DAVIS, P.A.  
P.O. DRAWER 1098  
NEWNAN, GA 30284

After Recording, Return To:  
Thomas G. Burch, Jr., LLC  
3225 Cumberland Boulevard  
Suite 475  
Atlanta, Georgia 30339  
Attention: Thomas G. Burch, Jr., Esq.

EXHIBIT A  
PAGE 1 OF 5

**LIMITED WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF COWETA

THIS INDENTURE, made this 9<sup>th</sup> day of December, 2008, between The J. Littleton Glover, Jr. Family Limited Partnership, a Georgia limited partnership, and David F. Griffith, individually (collectively referred to as "Grantor") and Coweta County LTC, LLC, a Georgia limited liability company ("Grantee");

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all those tracts or parcels of land described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, easements, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, IN FEE SIMPLE.

This Deed and the warranty of title contained herein are made expressly subject to all matters set forth on Exhibit B attached hereto and made a part hereof.

Grantor will warrant and forever defend unto Grantee the right and title to those portions of the above described property in which Grantor has an interest, against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

7/22 b

EXHIBIT "A"

LEGAL DESCRIPTION  
Parcel#1--(9.703 acres)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 22, 5th District of Coweta County, Georgia, and being more particularly described as follows: ✓

|                           |
|---------------------------|
| EXHIBIT <u>A</u>          |
| PAGE <u>4</u> OF <u>5</u> |

COMMENCING at a stone corner marking the northeast corner of Land Lot 22; thence S89°46'28"W along the northerly land lot line of said land lot, a distance of 172.18 feet to a half inch iron pin; thence S00°13'32"E, a distance of 348.79 feet to a half inch iron pin; thence S89°46'28"W, a distance of 92.74 feet to a half inch iron pin; thence S00°12'40"E, a distance of 73.38 feet to a half inch iron pin; thence S15°08'29"W, a distance of 223.05 feet to a half inch iron pin; thence S87°20'58"W, a distance of 266.11 feet to a half inch iron pin; thence N70°07'12"W, a distance of 118.13 feet to a half inch iron pin; thence S19°52'48"W, a distance of 128.31 feet to a half inch iron pin and the TRUE POINT OF BEGINNING; thence S58°53'05"E, a distance of 256.19 feet to a half inch iron pin; thence S27°46'48"E, a distance of 294.44 feet to a half inch iron pin; thence S18°38'34"W, a distance of 259.97 feet to a half inch iron pin and point of curve of a non tangent curve to the left, said curve having a radius of 414.00 feet, a chord bearing of N80°06'15"W, and a chord distance of 125.91 feet; thence westerly along the arc a distance of 126.40 feet half inch iron pin; thence N88°51'04"W, a distance of 257.75 feet to a half inch iron pin and point of curve to the right, said curve having a radius of 610.00 feet, a chord bearing of N65°24'50"W, and a chord distance of 485.25 feet; thence northwesterly along said arc a distance of 499.05 feet half inch iron pin; thence N41°58'37"W, a distance of 27.74 feet to a half inch iron pin and point of curve to the right, said curve having a radius of 20.00 feet, a chord bearing of N03°01'23"E, and a chord distance of 28.28 feet; thence northerly along the arc a distance of 31.42 feet to a half inch iron pin; thence N48°01'23"E, a distance of 471.57 feet to a half inch iron pin; thence N41°58'37"W, a distance of 60.00 feet to a half inch iron pin and point of curve of a non tangent curve to the left, said curve having a radius of 460.00 feet, a chord bearing of N37°35'55"E, and a chord distance of 166.46 feet; thence northeasterly along said arc a distance of 167.38 feet to half inch iron pin; thence S49°53'12"E, a distance of 202.13 feet to the POINT OF BEGINNING.

EXHIBIT "A"

LEGAL DESCRIPTION  
Parcel#2--(14.740 acres)

3928  
BK:3928

PG:637

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 22, 5th District of Coweta County, Georgia, and being more particularly described as follows:

EXHIBIT A  
PAGE 5 OF 5

COMMENCING at a stone corner marking the northeast corner of Land Lot 22; thence S89°46'28"W along the northerly land lot line of said land lot, a distance of 172.18 feet to a half inch iron pin and the TRUE POINT OF BEGINNING; thence S00°13'32"E, a distance of 348.79 feet to a half inch iron pin; thence S89°46'28"W, a distance of 92.74 feet to a half inch iron pin; thence S00°12'40"E, a distance of 73.38 feet to a half inch iron pin; thence S15°08'29"W, a distance of 223.05 feet to a half inch iron pin; thence S87°20'58"W, a distance of 266.11 feet to a half inch iron pin; thence N70°07'12"W, a distance of 118.13 feet to a half inch iron pin; thence S19°52'48"W, a distance of 128.31 feet to a half inch iron pin; thence N49°53'12"W, a distance of 202.13 feet to a half inch iron pin; thence N50°13'32"W, a distance of 766.21 feet to a half inch iron pin; thence N00°02'46"E, a distance of 105.69 feet to a half inch iron pin; thence S89°53'51"E, a distance of 112.95 feet to a half inch iron pin; thence N89°46'28"E, a distance of 1,200.35 feet to the POINT OF BEGINNING.





Carter & Sloope  
CONSULTING ENGINEERS

BK: 3928

PG: 638

|         |         |
|---------|---------|
| EXHIBIT | B       |
| PAGE    | 1 OF 21 |

To: City of Newnan Engineering Department

From: Don L. Carter, P.E.

Date: February 27, 2013

RE: Ansley Park Health & Rehabilitation  
450 Newnan Lakes Boulevard  
Newnan, GA

C&S File: H3400.005

---

**"AS-BUILT STORMWATER FACILITY CERTIFICATION"**

Gentlemen:

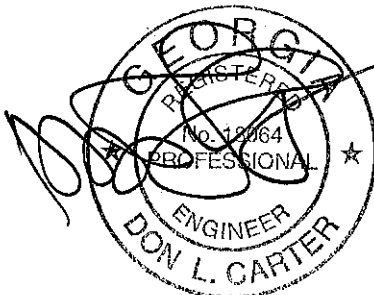
In accordance with the City of Newnan Ordinances and to comply with City standards, we submit the following:

Wellston Associates Land Surveyors, LLC completed an As-Built Survey of the stormwater treatment units at the subject site on January 31, 2013. Our office re-ran the hydraulic computer model based on the information contained in the as-built survey. The revised model indicates that the stormwater treatment units will function as designed.

We have observed no issue with stabilization and soil compaction conditions on the site. The discharges of the stormwater treatment units have been stabilized with rip-rap. The effects of the discharge have been accounted for in an existing detention pond developed by Madison Park at Newnan Lakes.

There are no known long term maintenance issues with the stormwater treatment units. An Inspection and Maintenance Manual for the units accompany this letter. At the time of this letter, no maintenance is required.

In conclusion, Carter & Sloope, Inc. certifies that the stormwater management facilities for Ansley Park Health & Rehabilitation are built and operating as designed.



Don L. Carter, P.E., #18064

LEGAL DESCRIPTION

## 20' ACCESS EASMENT FOR WATER QUALITY TREATMENT UNITS

ALL THAT TRACT OF LAND LYING IN LAND LOT 22 OF COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND ON THE NORTHERN RIGHT OF WAY OF NEWMAN LAKES BOULEVARD (RIGHT OF WAY VARIES), SAID REBAR BEING S18°52'W 1448' FROM THE NORTHEASTERN CORNER OF LAND LOT 22;  
 THENCE, FOLLOWING SAID RIGHT OF WAY, ALONG A CURVE TO THE LEFT WITH A CHORD BEARING OF N80°06'47"W, A CHORD DISTANCE OF 125.91', A RADIUS OF 414.00' AND AN ARC DISTANCE OF 126.40';

THENCE, N88°51'36W, A DISTANCE OF 257.75';

THENCE, ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF N87°55'59"W, A CHORD DISTANCE OF 19.74', A RADIUS OF 610.00' AND AN ARC LENGTH OF 19.74' TO THE POINT OF BEGINNING.

THENCE, ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF N86°03'59"W, A CHORD DISTANCE OF 20.01', A RADIUS OF 610.00' AND AN ARC LENGTH OF 20.01';

THENCE, LEAVING SAID RIGHT OF WAY, N2°12'29"E, A DISTANCE OF 65.18';

THENCE, ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF N46°46'16"E, A CHORD DISTANCE OF 77.19', A RADIUS OF 55.00', AND AN ARC LENGTH OF 85.55';

THENCE, S88°39'58"E, A DISTANCE OF 126.09';

THENCE, ALONG A CURVE TO THE LEFT WITH A CHORD BEARING OF N46°16'13"E, A CHORD DISTANCE OF 35.39', A RADIUS OF 25.00', AND AN ARC LENGTH OF 39.33';

THENCE, N1°12'23"E, A DISTANCE OF 173.44';

THENCE, ALONG A CURVE TO THE LEFT WITH A CHORD BEARING OF N20°15'03"W, A CHORD DISTANCE OF 47.56', A RADIUS OF 65.00', AND AN ARC LENGTH 48.69';

THENCE, N41°42'30"W, A DISTANCE OF 38.43';

THENCE, ALONG A CURVE TO THE LEFT WITH A CHORD BEARING OF N65°11'51"W, A CHORD DISTANCE OF 63.77', A RADIUS OF 80.00', AND AN ARC LENGTH OF 65.59';

THENCE, N88°41'11"W, A DISTANCE OF 136.89';

THENCE, N1°18'49"E, A DISTANCE OF 56.54';

THENCE, S88°41'11"E, A DISTANCE OF 36.67';

THENCE, S1°18'49"W, A DISTANCE OF 20.00';

THENCE, N88°41'11"W, A DISTANCE OF 16.67';

THENCE, S1°18'49"W, A DISTANCE OF 16.54';

THENCE, S88°41'11"E, A DISTANCE OF 116.89';

THENCE, ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF S65°11'51"E, A CHORD DISTANCE OF 79.71', A RADIUS OF 100.00', AND AN ARC LENGTH OF 81.99';

THENCE, S41°42'30"E, A DISTANCE OF 38.43';

THENCE, ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF S20°15'03"E, A CHORD DISTANCE OF 62.19', A RADIUS OF 85.00', AND AN ARC LENGTH OF 63.67';

THENCE, S1°12'23"W, A DISTANCE OF 43.19';

THENCE, S88°47'37"E, A DISTANCE OF 23.28';

THENCE, S1°12'23"W, A DISTANCE OF 20.00';

THENCE, N88°47'37"W, A DISTANCE OF 23.28';

THENCE, S1°12'23"W, A DISTANCE OF 110.25';

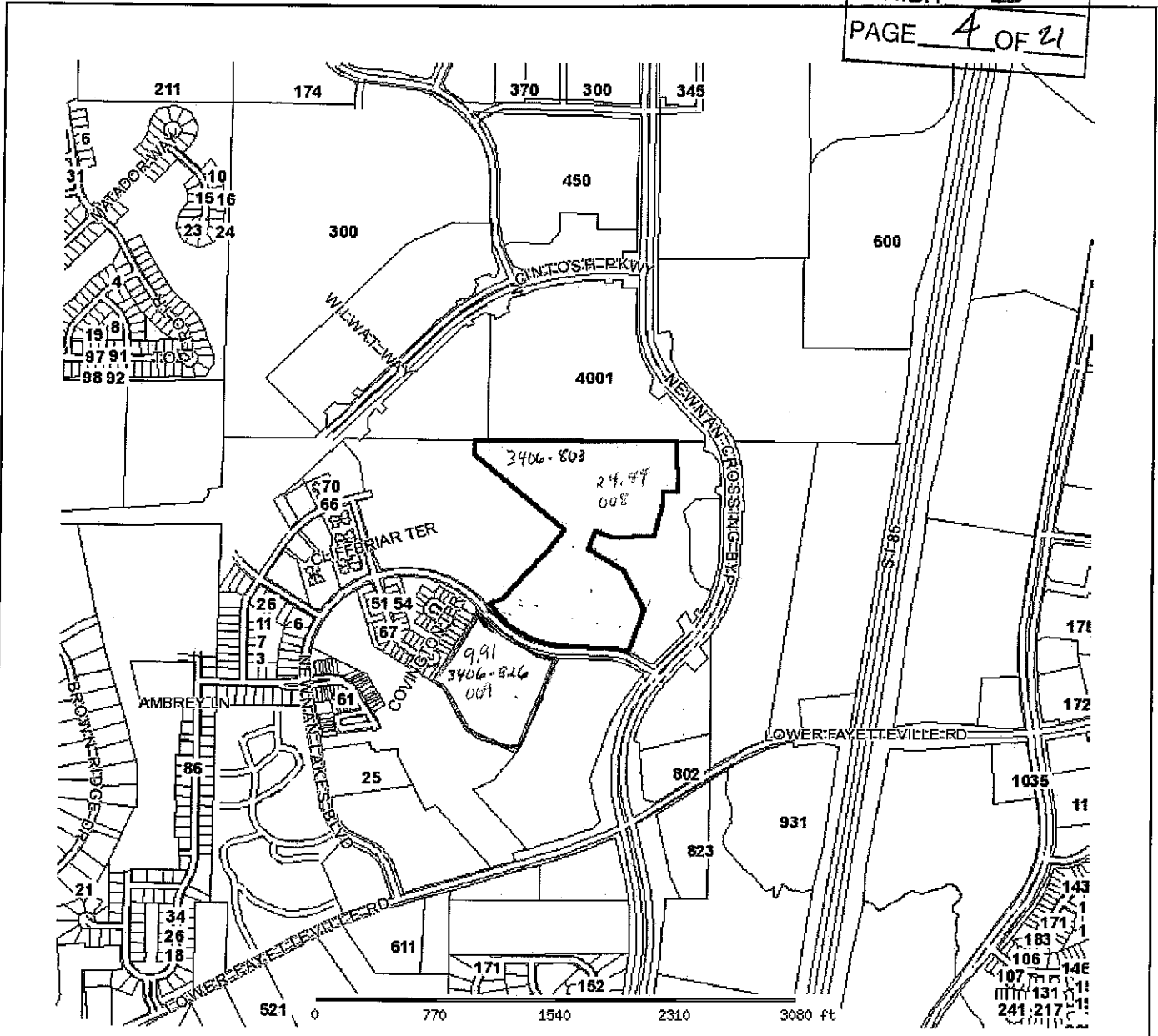
THENCE, ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF S46°16'13"W, A CHORD DISTANCE OF 63.71', A RADIUS OF 45.00', AND AN ARC LENGTH OF 70.79';

THENCE, N88°39'58"W, A DISTANCE OF 126.09';

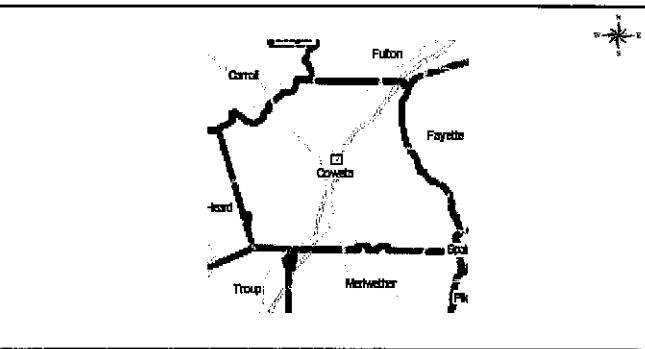
THENCE, ALONG A CURVE TO THE LEFT WITH A CHORD BEARING OF S46°46'16"W, A CHORD DISTANCE OF 49.12', A RADIUS OF 35.00', AND AN ARC LENGTH OF 54.44';

THENCE, S2°12'29"W, A DISTANCE OF 65.79' TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 17,438 SQ.FT. OR 0.40 ACRES, MORE OR LESS.



| Coweta County Assessor            |   |                |                |
|-----------------------------------|---|----------------|----------------|
| Parcel: 086 5022 008 Acres: 24.44 |   |                |                |
| Name:                             | COWETA COUNTY LTC LLC                   | Land Value     | \$3,640,953.00 |
| Site:                             | 0 LOWER FAYETTEVILLE RD                 | Building Value | \$0.00         |
| Sale:                             | \$3,750,000 on 12-2008 Reason=LM Qual=Q | Misc Value     | \$0.00         |
|                                   | ATTN: STELLING NELSON                   | Total Value:   | \$3,640,953.00 |
| Mail:                             | 1005 BOULDER DRIVE                      |                |                |
|                                   | GRAY, GA 310320000                      |                |                |



The Coweta County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER COWETA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

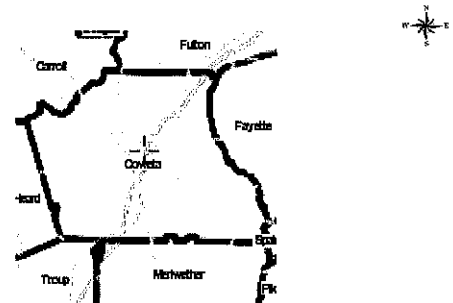
Date printed: 03/05/13 : 17:09:10



Coweta County Assessor

Parcel: 086 5022 009 Acres: 9.91

|       |   |                |                |
|-------|---|----------------|----------------|
| Name: | COWETA COUNTY LTC LLC   | Land Value     | \$1,942,560.00 |
| Site: | 0 LOWER FAYETTEVILLE RD   | Building Value | \$0.00         |
| Sale: | \$2,000,000 on 12-2008 Reason=LM Qual=Q                           | Misc Value     | \$0.00         |
| Mail: | ATTN: STELLING NELSON<br>1005 BOULDER DRIVE<br>GRAY, GA 310320000 | Total Value:   | \$1,942,560.00 |



The Coweta County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER COWETA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

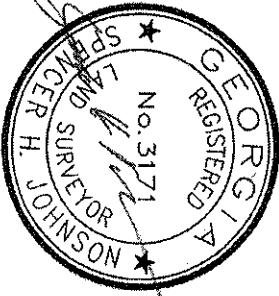
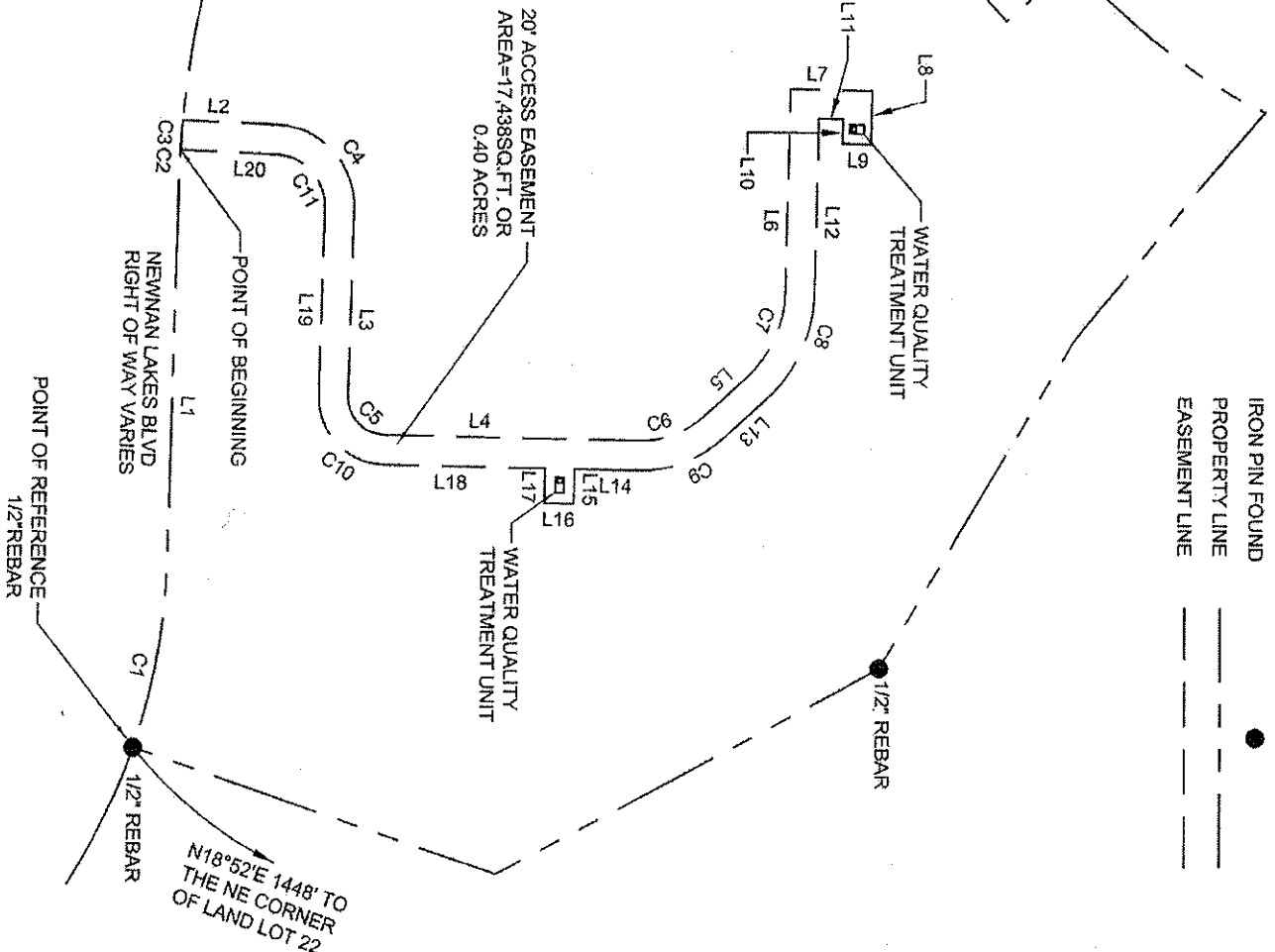


EXHIBIT B  
PAGE 6 OF 21



**LEGEND**

- IRON PIN FOUND
- PROPERTY LINE
- - - - EASEMENT LINE

Project No.: 1150-001  
 Drawing No.: ASB  
 Drawn By: MH  
 Checked By: SHJ  
 R.L.S. No.: 3171  
 Date: 1/31/2013  
 Scale: 1"=120'  
 Sheet No.: 1 OF 2

ACCESS EASEMENT  
 FOR  
**CITY OF NEWNAN**  
 ANSLEY PARK  
 HEALTH & REHABILITATION  
 COWETA COUNTY GEORGIA

**WELLSTON ASSOCIATES  
 LAND SURVEYORS, LLC**

506 OSIGIAN BOULEVARD, SUITE 2  
 WARNER ROBINS, GEORGIA 31088  
 OFFICE (478) 971-3382  
 FAX (478) 971-1400

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE #     | DIRECTION   | LENGTH |
| L1         | N88°51'36"W | 257.75 |
| L2         | N2°12'29"E  | 65.18  |
| L3         | S88°39'58"E | 126.09 |
| L4         | N1°12'23"E  | 173.44 |
| L5         | N41°42'30"W | 38.43  |
| L6         | N88°41'11"W | 136.89 |
| L7         | N1°18'49"E  | 56.54  |
| L8         | S88°41'11"E | 36.67  |
| L9         | S1°18'49"W  | 20.00  |
| L10        | N88°41'11"W | 16.67  |
| L11        | S1°18'49"W  | 16.54  |
| L12        | S88°41'11"E | 116.89 |
| L13        | S41°42'30"E | 38.43  |
| L14        | S1°12'23"W  | 43.19  |
| L15        | S88°47'37"E | 23.28  |
| L16        | S1°12'23"W  | 20.00  |
| L17        | N88°47'37"W | 23.28  |
| L18        | S1°12'23"W  | 110.25 |
| L19        | N88°39'58"W | 126.09 |
| L20        | S2°12'29"W  | 65.79  |

| CURVE TABLE |               |         |         |         |  |
|-------------|---------------|---------|---------|---------|--|
| CURVE #     | CHORD BEARING | CHORD   | RADIUS  | ARC     |  |
| C1          | N80°06'47"W   | 125.91' | 414.00' | 126.40' |  |
| C2          | N87°55'59"W   | 19.74'  | 610.00' | 19.74'  |  |
| C3          | N88°03'59"W   | 20.01'  | 610.00' | 20.01'  |  |
| C4          | N46°46'16"E   | 77.19'  | 55.00'  | 85.55'  |  |
| C5          | N46°16'13"E   | 35.39'  | 25.00'  | 39.33'  |  |
| C6          | N20°15'03"W   | 47.56'  | 65.00'  | 48.69'  |  |
| C7          | N65°11'51"W   | 63.77'  | 80.00'  | 65.59'  |  |
| C8          | S65°11'51"E   | 79.71'  | 100.00' | 81.99'  |  |
| C9          | N20°15'03"W   | 62.19'  | 85.00'  | 63.67'  |  |
| C10         | S46°16'13"W   | 63.71'  | 45.00'  | 70.79'  |  |
| C11         | S46°46'16"W   | 49.12'  | 35.00'  | 54.44'  |  |

**NOTES**

1. THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR AT THE OFFICE OF WELLSTON ASSOCIATES LAND SURVEYORS, LLC. AUTHORITY O.C.G.A. 43-15-22.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 219,002 FEET.
3. WELLSTON ASSOCIATES LAND SURVEYORS, LLC DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN.
4. PROPERTY LINES SHOWN ARE BASED UPON DEED BOOK 3406, PAGE 803, COWETA COUNTY RECORDS AND THEN ROTATED TO NAD83 GEORGIA WEST ZONE DATUM.

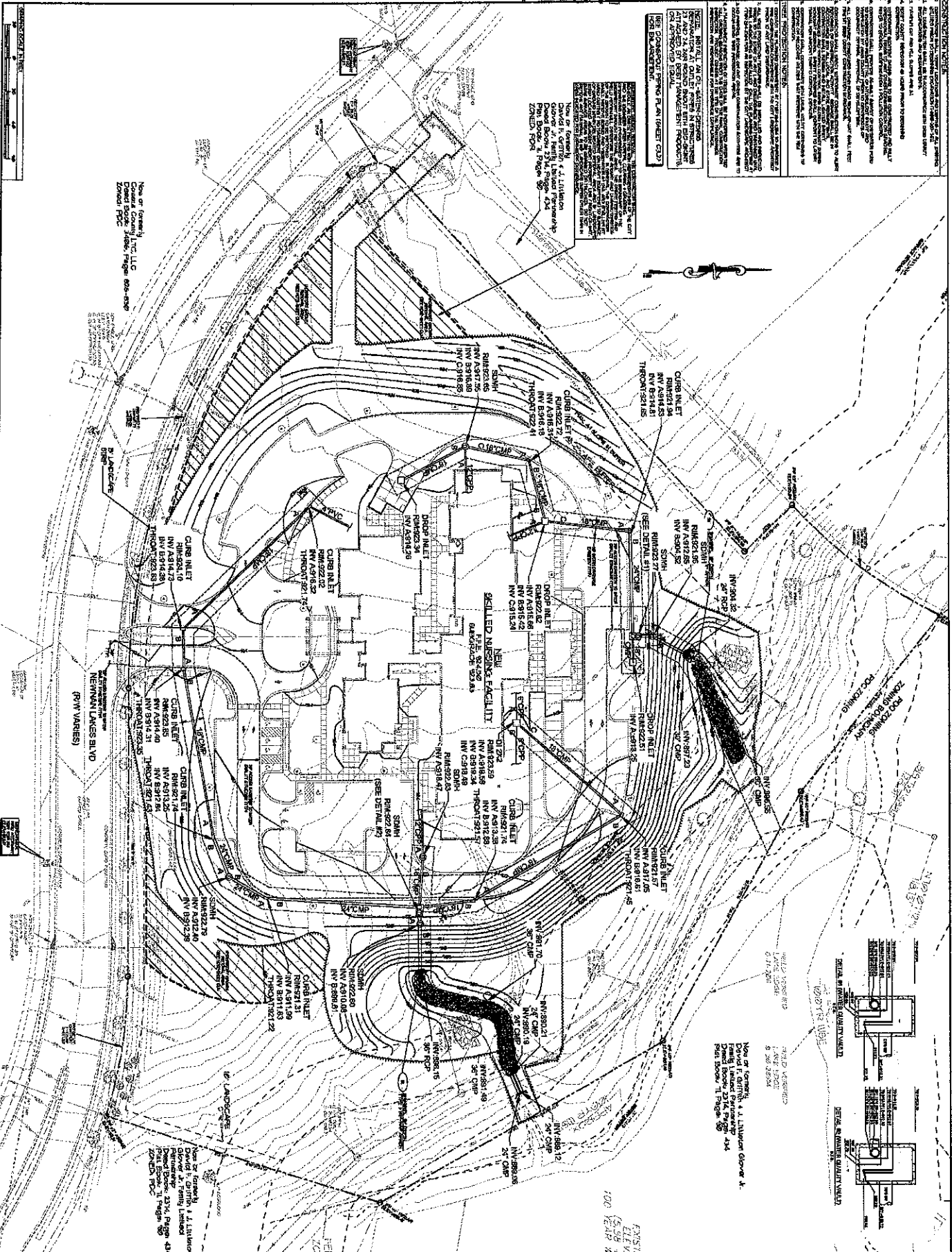
|              |           |
|--------------|-----------|
| Project No.: | 1150-001  |
| Drawing No.: | ASB       |
| Drawn By:    | MH        |
| Checked By:  | SHJ       |
| R.L.S. No.:  | 3171      |
| Date:        | 1/31/2013 |
| Scale:       | 1"=120'   |
| Sheet No.:   | 2 OF 2    |

ACCESS EASEMENT  
FOR  
**CITY OF NEWNAN**  
ANSLEY PARK  
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**WELLSTON ASSOCIATES  
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506 OSIGIAN BOULEVARD, SUITE 2  
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**GENERAL NOTES**

1. ALL UTILITIES SHOWN ON THIS PLAN SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2012 GEORGIA ELECTRICAL CODE, THE 2012 GEORGIA MECHANICAL CODE, THE 2012 GEORGIA PLUMBING CODE, AND THE 2012 GEORGIA GAS CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SHOWN ON THIS PLAN.
4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2012 GEORGIA ELECTRICAL CODE, THE 2012 GEORGIA MECHANICAL CODE, THE 2012 GEORGIA PLUMBING CODE, AND THE 2012 GEORGIA GAS CODE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SHOWN ON THIS PLAN.

**UTILITY NOTES**

**GENERAL NOTES**

**UTILITY NOTES**

New or Formerly  
Governor County LLC  
Contract No. 308-15-000-000000  
Project No. 150

New or Formerly  
Governor County LLC  
Contract No. 308-15-000-000000  
Project No. 150

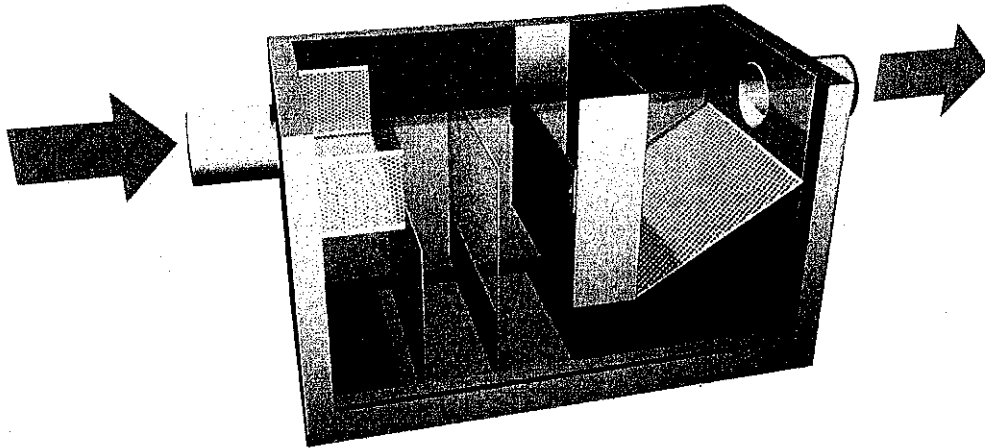
New or Formerly  
Governor County LLC  
Contract No. 308-15-000-000000  
Project No. 150



***Installation, Operation, Inspection, Maintenance  
and Cleaning Manual***

Note\* This manual is for all types of CrystalStream devices.

**CrystalStream™ Technologies  
Stormwater Treatment Device**



BK: 3928 pg 647

~~BK: 3928 PG: 647~~

**READ THE FOLLOWING INFORMATION, INSTRUCTIONS AND WARNINGS CAREFULLY BEFORE INSPECTING, PERFORMING MAINTENANCE OR CLEANING THIS DEVICE**

*This manual is intended to explain the specifics of our system, and to review the common aspects of the existing regulations and safety procedures. It is the responsibility of all personnel to familiarize themselves with, understand, and comply with all applicable local, state and federal laws, before attempting to inspect, maintain, or clean the CrystalStream unit.*

### Table of Contents

- 1.1 Inspection Overview
- 1.2 Inspection Procedures
  
- 2.1 Cleaning Overview
- 2.2 Cleaning Procedures – Surface Cleaning
- 2.3 Cleaning Procedures – Confined Space Entry
- 2.4 Cleaning Equipment
- 2.5 Documentation & Disposal
- 2.6 Hazardous Waste Procedures
  
- 3.1 Maintenance Overview

*All precautions and procedures in this manual are current at the time of printing and are subject to change based on new processes and procedures. CrystalStream Technologies takes no responsibility and will be held harmless for any injuries, fines, penalties or other losses that occur involving any procedures in this manual or other non-addressed actions. The unit's performance is based on the procedures being followed and lack of performance due to non-compliance with these measures will be the responsibility of the owner.*

## 1.1 Inspection Overview

The unit is designed and specified in most applications to comply with the non-point source mandates of the Clean Water Act and the NPDES regulations. These regulations state that any BMP (Best Management Practice) needs to be inspected every 90 days and cleaned and maintained as needed. Many local regulations have similar requirements and all federal, state and local requirements must be met. CrystalStream Technologies recommends visual inspection on a 30-day cycle as well as sediment depth inspection, during the construction phase. The unit inspection is done to determine the operational status of the unit and determine if a cleaning cycle is necessary as well as to meet any jurisdictional ordinance requirements. All inspections must be documented (Appendix 2). When construction has been completed and the site has stabilized, the CST unit should be inspected every 90 days and cleaned when there is 1" of sediment in front of the oil reservoir.

## 1.2 Inspection Procedures

As per the following:

1.2.1 The unit should be visually inspected from the surface to determine the integrity of access points. Look for broken hinges or broken or missing handles. A qualified welder should repair any broken hinges immediately. Inspect bolts on lid angle iron and look for loose red heads on angle iron. Replace red heads as needed. Re-paint the lid, with a rust resistant paint as necessary.

1.2.2 The access should be opened and secured properly.

1.2.3 A visual inspection should be made of the trash basket at the front of the unit to determine capacity and type of material trapped.

1.2.4 A visual inspection should be made of the water surface in the front of the unit to determine oil sheen or blanket.

1.2.5 A visual inspection should be made of the oil and hydrocarbon reservoir to determine amount of oil/water trapped and the historical high-water level in the unit.

1.2.6 A visual inspection of the water surface in the rear of the unit should be made and any pollutants noted.

1.2.7 Inspect the aluminum mesh in the trash basket. Replace as needed.

1.2.8 Inspect the basket frame for cracks or damage. Repair as needed. A visual inspection should be made of the pipe connections to the unit and any material decay or improper installation noted. Pipes should be cut flush with the interior wall of the unit and properly mudded in. **If upon inspection it is noted that the pipes are not cut flush, or are not mudded in, contact the contractor and require that he correct this immediately.**

1.2.9 Inspect baffles to ensure that they are properly seated into the brackets. Also note if there is any damage to baffles (bowing). Reseat baffles if necessary.

EK=3920  
PG=649

- 1.2.10 Inspect oil reservoir for cracks or damage. Check the welds around the oil reservoir for wear or damage and note any repair work necessary. A qualified welder must perform all repair work to the welds on the oil reservoir during the routine cleaning.
- 1.2.11 Inspect the riser for cracks in the concrete walls. Repair as required during the routine cleaning.
- 1.2.12 A silt gauge should be used to determine sediment depth as shown in Appendix 1. Check the silt/sediment level behind the trash basket and in front of the oil reservoir.
- 1.2.13 The access for cleaning should be evaluated and documented. The truck cleaning these units requires a stable roadway capable of withstanding 15,000 pounds.
- 1.2.14 Any changes in the area tributary that are evident should be noted.
- 1.2.15 Replace the access point covers carefully.
- 1.2.16 Note the condition of the area surrounding the unit on the inspection report. (Example: grass, dirt, rocks, sink holes) Report any hazardous conditions to the appropriate supervisor.
- 1.2.17 An inspection report should be completed, with a copy staying on site and a copy being sent to the local jurisdiction.

The inspection procedures for the traffic units are similar to those for the non- traffic units with the exception of the sediment depth evaluations as shown in Appendix 1 and an inspection of the grate and Frame and Ring and Cover. Also proper precautions should be taken in Traffic situations as specified in the Safety section of this manual.

**NOTE:** When there has been an obvious gasoline spill or other flammable/hazardous material in the unit, immediate notification should be given to the owner and jurisdictional authorities. This manual is for routine cleaning of storm water debris and any unusual occurrences should be left to properly trained and equipped individuals.

## 2.1 Cleaning Overview

The cleaning of the unit is the essential element to the operational success of the CrystalStream Device. The pollutant removal capacity of the device will eventually cause the equipment to fail without proper maintenance and additionally not achieve the goals of the installation. The cleaning cycle is dependant on a number of factors including pollutant load, rainfall, time of year, basin changes, upstream mitigation tactics and installation. Based on the variety of factors, a cleaning schedule can be consistent or vary widely on the same device. This highlights the importance of the inspection process in the overall maintenance and integrity of the unit. The cleaning is generally done with a two-person crew and a vacuum pump system. The duration of the maintenance will depend on a number of factors but can typically be done in about 2.5 hours with properly trained individuals.

**2.2 Cleaning Procedures - Surface Cleaning**

If the cleaning of the unit is to be performed from the surface, the operator should expect a longer cleaning time and the potential for additional disposal charges. The front chamber of the unit will contain the trash and debris in the trash basket, any floating hydrocarbons that have not been skimmed into the oil/hydrocarbon reservoir and accumulated sediment on the bottom of the unit.

Cleaning procedures are as per the following:

- 2.2.1 The unit should be visually inspected from the surface to determine the integrity of the tread plate lid, Aluminum Hatch or other access.
- 2.2.2 A visual inspection of the unit should be done to evaluate structural integrity and determine if any impacted material is present in the device. If there has been a hazardous spill see Section 4.6

**NOTE:** When there has been an obvious gasoline spill or other flammable/hazardous material in the unit, immediate notification should be given to the owner and jurisdictional authorities. This manual is for routine cleaning of storm water debris and any unusual occurrences should be left to properly trained and equipped individuals.

- 2.2.3 The Trash Basket should be cleaned by either using a trash netting system or vacuum truck. If cleaning using a netting system, this material can be disposed of in trash bags in the normal manner.
- 2.2.4 The surface oil/hydrocarbon separation zone in the front chamber should be removed either with sorbants or with a vacuum truck.
- 2.2.5 The stormwater contained in the area between the surface water and the sediment accumulation can be decanted to minimize the amount of disposal required. Any downstream discharge needs to be after the surface cleaning and only down to the level of the bottom of the oil/hydrocarbon reservoir or the top of the sediment accumulation. Any pollutants discharged downstream are the responsibility of the cleaning operator.
- 2.2.6 The oil/hydrocarbon reservoir needs to be evacuated by the vacuum equipment.
- 2.2.7 The sediment accumulated in the front and rear chamber can be removed by the vacuum equipment.
- 2.2.8 The unit should be pressure washed down to remove any pollution attached to the baffles, walls or hydrocarbon reservoir.
- 2.2.9 All parts should be inspected for wear and tear and documented.
- 2.2.10 A maintenance report (Appendix 3) should be completed, with a copy staying on site and a copy being sent to the local jurisdiction.

**2.3 Cleaning Procedures - Confined Space Entry**

The cleaning procedures are similar for confined space entries except that the OSHA guideline apply and need to be followed. The confined space entry allows the crew to do a better job of cleaning the unit and allows for the time needed and disposal cost to be reduced.

**CAUTION! Any inspection done in a traffic area must meet the DOT guidelines for roadway work and additional safety procedure will be necessary.**

**CAUTION! All OSHA confined space requirements should be met while cleaning this unit.**

- 2.3.1 The unit should be visually inspected from the surface to determine the integrity of the tread plate lid.
- 2.3.2 A visual inspection of the unit should be done to evaluate structural integrity and determine if any impacted material is present in the device. If there has been a hazardous spill see section 4.6
  
- NOTE:** When there has been an obvious gasoline spill or other flammable/hazardous material in the unit, immediate notification should be given to the owner and jurisdictional authorities. This manual is for routine cleaning of storm water debris and any unusual occurrences should be left to properly trained and equipped individuals.
  
- 2.3.3 A ladder should be inserted on the front side of the unit between the baffles and a sorbant blanket laid on the surface of the water to collect any free oil floating on the surface.
- 2.3.4 In most units, the trash basket and baffles can be removed to allow easier access to the bottom of the unit.
- 2.3.5 Inspect the aluminum mesh in the trash basket. Replace as needed.
- 2.3.6 The Trash Basket should be cleaned and directly disposed of in garbage bags.
- 2.3.7 The stormwater contained in the area between the surface water and the sediment accumulation can be decanted to minimize the amount of disposal required. Any downstream discharge needs to be after the surface cleaning and only down to the level of the bottom of the oil/hydrocarbon reservoir or the top of the sediment accumulation. Any pollutants discharged downstream are the responsibility of the cleaning operator.
- 2.3.8 The unit should be pressure washed down to remove any pollution attached to the baffles, walls or hydrocarbon reservoir.
- 2.3.9 The ladder can be used to get on to the unit floor and remove the rest of the water and sediment from the bottom of the unit.
- 2.3.10 The walls should be wiped down in the front with a sorbant blanket.
- 2.3.11 The fresh coconut fiber mesh should be replaced in the frame and the frame assembly returned to the unit.
- 2.3.12 All parts should be inspected for wear and tear and documented.
- 2.3.13 Remove all equipment from the unit. Replace the manhole cover and the grate in the concrete lid.
- 2.3.14 A maintenance report (Appendix 3) should be completed, with a copy staying on site and a copy being sent to the local jurisdiction.

**2.4 Cleaning Equipment**

BK: 3928 PG: 652

The equipment needed to clean the CrystalStream unit is:

- Vacuum truck 750 gallon
- Pressure Washer
- Submersible Pump
- Generator
- Sorbant Pads (Mycelx™)
- 16-25 Ft. Ladder
- Gloves
- Coconut Fiber Mesh (Rolanka Industries)
- Trash Bags
- CrystalStream Lid Hooks
- Sediment/Silt Gauge
- Rubber boots
- Testing equipment to meet OSHA confined space entry requirements
- Cones
- Barricades
- Caution Tape
- Hardhat
- Waterproof silicon caulk
- Aluminum mesh (for trash basket)
- Flat shovel
- 20' electrical cord
- 5 gallon bucket w/rope
- First Aid kit containing eye wash
- Tripod safety harness recovery apparatus

**Call CrystalStream at 1-800-748-6945 if you need supplies or parts.**

**2.5 Documentation and Disposal**

The cleaning of the unit should be documented and the contents of the unit estimated and recorded in a log for inspections. This documentation should meet Federal, State and Local Guidelines.

The disposal of the trash, debris, water and sediment should be done at an approved facility and the proper permits should be obtained to transport the material. Sediment and water should be disposed of in accordance with all applicable state and local regulations. Sediment should be removed to a landfill and liquids to a decanting facility.

**2.6 Hazardous Waste Procedure**

BK:3928 PG:653

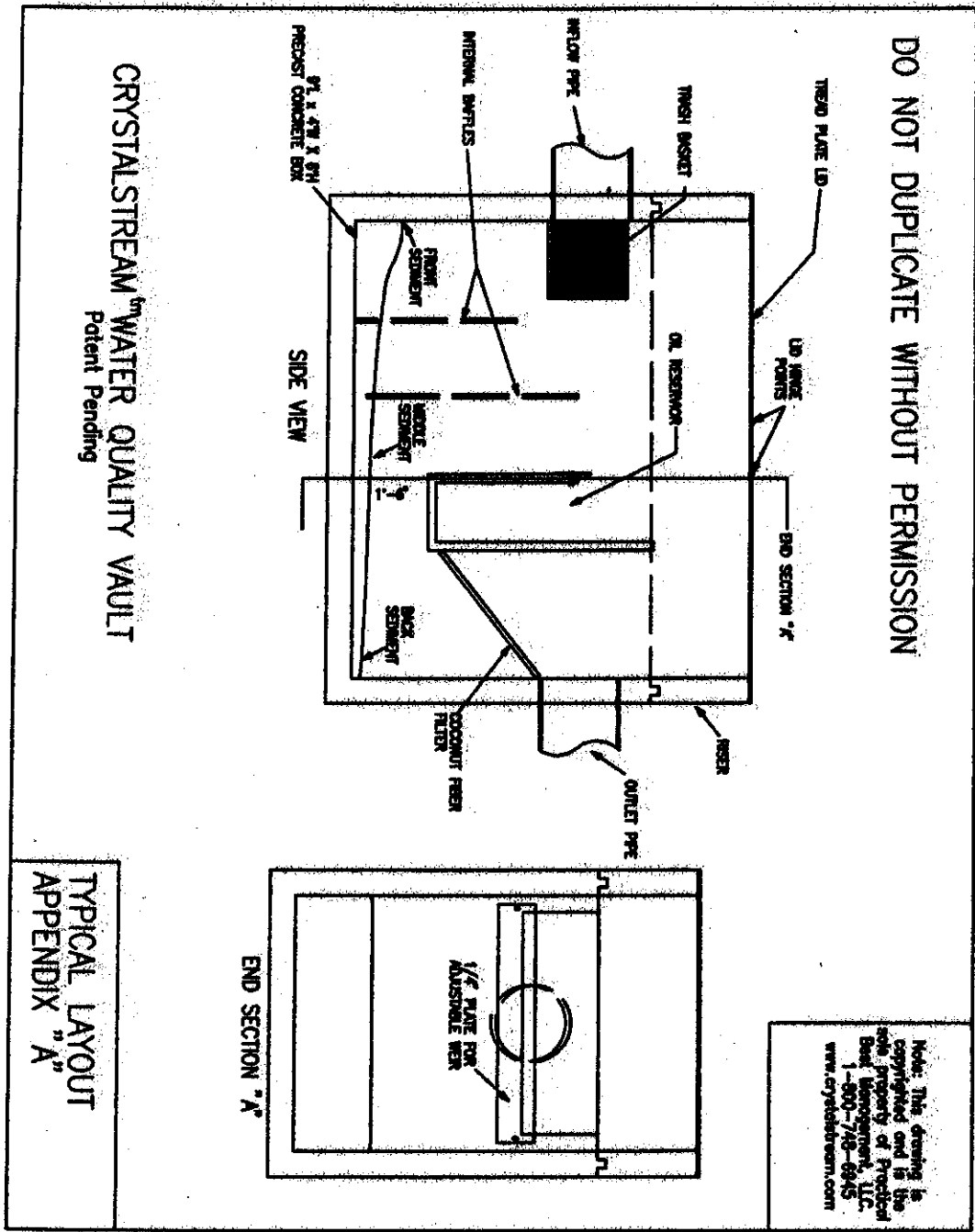
The presence of any hazardous material inside the unit should prompt an immediate call to the jurisdiction and an appropriate hazardous response team. This material is not part of the standard cleaning of the device and should be treated with the proper care afforded such spills as per Federal, State and Local guidelines.

**3.1 Maintenance Overview**

All of the components in the unit should be inspected at every cleaning to determine wear or damage. If any components are damaged, please contact CrystalStream Technologies for an evaluation of the damage and a maintenance estimate.



APPENDIX 1 BK:3928 PG:654



**APPENDIX 2**



BK=3928 PG=655

Inspection Date \_\_\_\_\_ Job Number \_\_\_\_\_ Traffic   
 Job Name \_\_\_\_\_ Hatch   
 Job Address \_\_\_\_\_ Size \_\_\_\_\_  
 Inspector's Name \_\_\_\_\_

**Operations Inspections Checklist**

| Water Level  | Oil Bucket Level  | Sediment Level  | Trash Conditions   |
|--|---|---|--|
| <input type="checkbox"/> low<br><input type="checkbox"/> normal<br><input type="checkbox"/> above outlet | <input type="checkbox"/> low<br><input type="checkbox"/> typical<br><input type="checkbox"/> high | <input type="checkbox"/> little<br><input type="checkbox"/> typical<br><input type="checkbox"/> excessive | <input type="checkbox"/> minimal<br><input type="checkbox"/> typical<br><input type="checkbox"/> unacceptably high |

**Recommendations:** This unit appears to need maintenance on a shorter / longer / unchanged schedule.

**This report is a complete and accurate description of conditions found at the time of inspection and all work performed on this device.**

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Inspection Data**

|                       |        |                               |        |
|-----------------------|--------|-------------------------------|--------|
| Sediment: inlet side  | Inches | Water in unit at inspection   | Inches |
| Sediment: outlet side | Inches | Fluid in bucket at inspection | Inches |

**Items Inspected**

| Items Inspected                      | Comments |
|--------------------------------------|----------|
| Lid: inspect bolts, eyehooks, hinges |          |
| Trash Rack: inspect aluminum mesh    |          |
| Baffle Plates: inspect for damage    |          |
| Oil Bucket: Leaks / Sheen            |          |
| Surroundings: check grass/plantings  |          |
| Construction Phase                   |          |

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PAGE 19 OF 21

**Additional Comments**

BK:3928 PG:656

APPENDIX 3 BK: 3928 PG: 657

**Maintenance Cleaning Checklist**

|                 |  |                 |  |
|-----------------|--|-----------------|--|
| Inspector Name  |  | Inspection Date |  |
| Device Location |  | Serial Number   |  |

| Item                                 | Cleaned | Repaired | Replaced | Comments |
|--------------------------------------|---------|----------|----------|----------|
| Lid: inspect bolts, eyehooks, hinges |         |          |          |          |
| Lid: inspect paint                   |         |          |          |          |
| Inlet Side: measure water depth      |         |          |          |          |
| Inlet Side: measure sediment depth   |         |          |          |          |
| Inlet Side: take water sample        |         |          |          |          |
| Inlet Side: take sediment sample     |         |          |          |          |
| Inlet Side: vacuum out sediment      |         |          |          |          |
| Trash Rack: remove trash             |         |          |          |          |
| Trash Rack: inspect hardware cloth   |         |          |          |          |
| Trash Rack: inspect aluminum mesh    |         |          |          |          |
| Baffle Plates: inspect for damage    |         |          |          |          |
| Oil Blanket: pump off oil            |         |          |          |          |
| Oil Bucket: measure depth            |         |          |          |          |
| Oil Bucket: pump out as necessary    |         |          |          |          |
| Outlet Side: remove any trash        |         |          |          |          |
| Outlet Side: measure sediment depth  |         |          |          |          |
| Outlet Side: vacuum out sediment     |         |          |          |          |
| Surroundings: check grass/plantings  |         |          |          |          |

|                        |  |                     |  |
|------------------------|--|---------------------|--|
| <b>Sampling</b>        |  |                     |  |
| Sediment sample number |  | Water sample number |  |

|  |        |
|--|--------|
| <b>Device Summary</b>                  |        |
| Depth of sediment: inlet side          | Inches |
| Depth of sediment: outlet side         | Inches |
| Depth of water in unit at inspection   | Inches |
| Depth of fluid in bucket at inspection | Inches |

|                        |       |
|------------------------|-------|
| <b>Crew Summary</b>    |       |
| Time of Arrival        |       |
| Time of Departure      |       |
| Total Time on Device   | Hours |
| Disposal Fees (if any) |       |

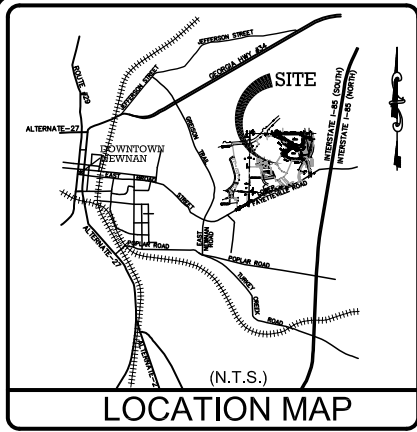
BK: 3928 PG 458

| Water Level   | Oil Bucket Level  | Sediment Level  | Trash Conditions   |
|---|---|---|--|
| <input type="checkbox"/> low<br><input type="checkbox"/> normal<br><input type="checkbox"/> above outlet  | <input type="checkbox"/> low<br><input type="checkbox"/> typical<br><input type="checkbox"/> high | <input type="checkbox"/> little<br><input type="checkbox"/> typical<br><input type="checkbox"/> excessive | <input type="checkbox"/> minimal<br><input type="checkbox"/> typical<br><input type="checkbox"/> unacceptably high |
| <b>Recommendations:</b> This unit appears to need maintenance on a shorter / longer / unchanged schedule. |   |   |  |

This report is a complete and accurate description of conditions found at the time of inspection and all work performed on this device.

|                        |       |
|------------------------|-------|
| Inspector's Signature: | Date: |
|------------------------|-------|

Additional Comments:



LOCATION MAP

OWNER OF RECORD AND DEVELOPER:  
**Coweta County LTC LLC.**  
**Attention: Stelling Nelson**  
**1005 Boulder Drive**  
**Gray, Ga. 31032**  
**478-314-1560**

COWETA COUNTY  
 CITY OF NEWNAN  
 Tax map number is 086-5022-009

OWNER'S CERTIFICATION:  
 STATE OF GEORGIA, COUNTY OF COWETA  
 I, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT, HEREBY CERTIFY THAT: ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID; ALL STREETS, DRAINAGE WAYS AND EASEMENTS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC AND ENFORCEMENT BY PUBLIC SAFETY OFFICIALS FOREVER; AND, THAT I WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL INFRASTRUCTURE ASSOCIATED WITH THIS DEVELOPMENT UNTIL EXPIRATION OF THE MAINTENANCE PERIOD.

PROPERTY OWNER \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS OF THE LAND SUBDIVISION REGULATIONS OF THE CITY OF NEWNAN, GEORGIA HAVE BEEN FULLY COMPLIED WITH.

BY \_\_\_\_\_ REGISTERED LAND SURVEYOR No.2457  
 GARY J. SINGLETON DATE: \_\_\_\_\_

DIRECTOR OF THE PLANNING DEPARTMENTS CERTIFICATE  
 PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF NEWNAN, GEORGIA, ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL ON \_\_\_\_\_, 20\_\_\_\_.

DIRECTOR OF THE PLANNING DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

**DRAINAGE EASEMENT NOTE:**

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST SPECIFICALLY RELEASES THE CITY OF NEWNAN FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES SHOWN HEREIN. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THE REGULATIONS OF THE CITY OF NEWNAN. THE PUBLIC WORKS DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGMENT OF THE PUBLIC WORKS DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY OR THE PUBLIC ROADS OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF NEWNAN NOR AN ABROGATION OF THE CITY'S RIGHTS TO SEC REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OF THE PROPERTY/IES OF THE LANDS THAT GENERATED THE CONDITIONS.

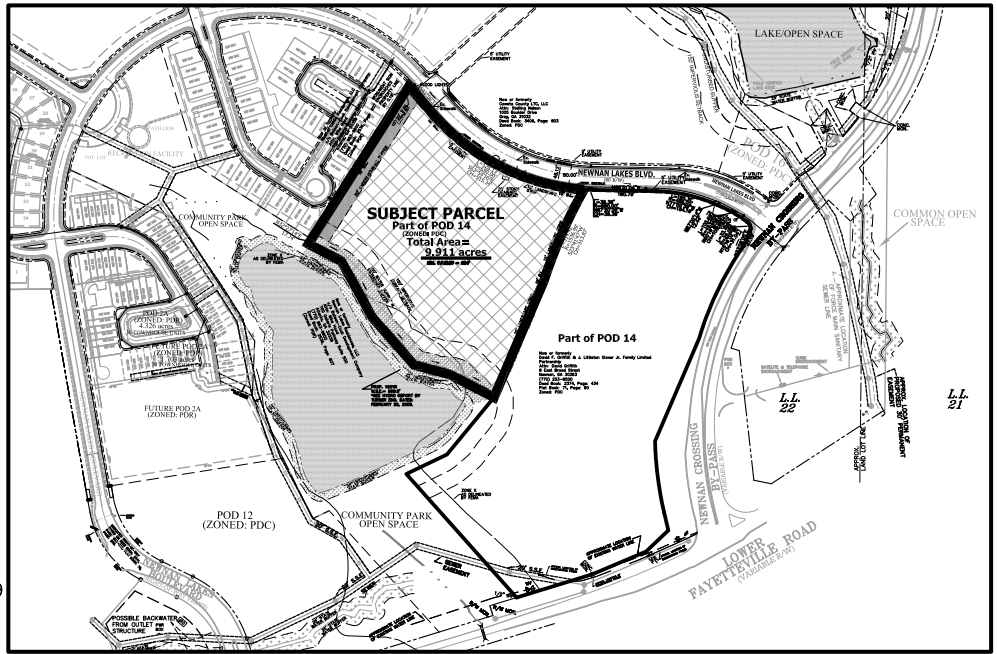
**GENERAL NOTES**

1. THE FIELD DATA UPON WHICH THE BOUNDARY OF THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000+ FT.
2. THE BOUNDARY OF THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 176,339 FEET.
3. TYPE OF EQUIPMENT USED: TOPCON GTS-313/C&G WORKABOUT
4. ALL LOT CORNERS ARE MARKED BY 1/2" RE-BARS EXCEPT AS OTHERWISE NOTED ON PLAT.
5. TOTAL ACREAGE: 9.911 ACRES.
6. LOTS WILL BE SERVICED BY PUBLIC SANITARY SEWER SYSTEM.
7. LOT TO BE SERVICED BY PUBLIC WATER.
8. PARCEL ZONED : PDC  
 BUILDING SETBACKS  
 FRONT SETBACK = 15' B.L. FROM R/W  
 SIDE SETBACK = 10' B.L.  
 REAR SETBACK = 10' B.L.  
 STREET SIDES = 15' FROM R/W  
 MINIMUM FRONTAGE = 50'  
 MINIMUM LOT SIZE = 10,000 sq.ft.
9. A 5 ft. UTILITY EASEMENT WILL BE PROVIDED OUTSIDE OF ALL R/W AND STREET EASEMENTS.
10. ALL DRAINAGE EASEMENTS TO CONFORM TO ACTUAL LOCATION OF DRAINAGE STRUCTURES AND STREAMS.
11. ALL SANITARY SEWER EASEMENTS TO CONFORM TO ACTUAL LOCATION OF SEWER STRUCTURES AND PIPES.
12. ALL FINISH FLOOR ELEVATIONS SHALL BE 4' ABOVE 100-YEAR FLOOD (100-YEAR W.S.E.).
13. ALL POWER EASEMENTS WILL CONFORM TO THE ALIGNMENT OF THE POWER LINE ONCE THE POWER LINE HAS BEEN INSTALLED.
14. THE PARCEL OF LAND IS LOCATED IN A QUALITY DEVELOPMENT CORRIDOR OVERLAY DISTRICT (QDC). SAID PARCELS MUST COMPLY WITH QUALITY DEVELOPMENT CORRIDOR OVERLAY DISTRICT (QDC) REGULATIONS.
15. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NEWNAN LAKES BUSINESS CENTER ARE RECORDED IN DEED BOOK: 2304, PAGE: 259; DEED BOOK: 2456, PAGE: 734; DEED BOOK: 2536, PAGE: 598; DEED BOOK: 2536, PAGE: 602; DEED BOOK: 2727, PAGE: 487; DEED BOOK: 2727, PAGE: 493; DEED BOOK: 2727, PAGE: 499; DEED BOOK: 3384, PAGE: 162 OF THE COWETA COUNTY CLERKS OFFICE, WHICH HEREBY BECOMES A PART OF THIS PLAT.

REFERENCES:  
 DEED BOOK: 3406, PAGE: 826-830

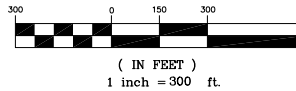
PREPARED BY  
**Singleton Land Surveying Company, Inc.**  
 LAND SURVEYORS LAND PLANNERS

8641 DORRIS ROAD, SUITE 140C, DOUGLASVILLE, GEORGIA 30134 (770) 577-7001



**OVERVIEW MAP**

GRAPHIC SCALE



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 CALL US BEFORE YOU DIG**



**811**  
 MORE INFORMATION:  
[HTTP://WWW.CALL811.COM](http://www.call811.com)

**FINAL PLAT  
 OF  
 COWETA COUNTY LTC, UNIT#2  
 AT  
 MADISON PARK AT NEWNAN LAKES**

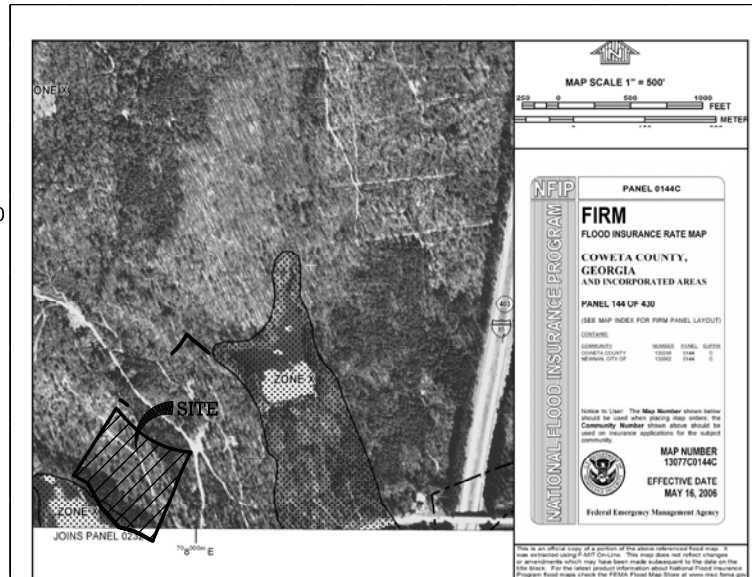
LOCATED IN: LAND LOT: 22, 5th DISTRICT  
 CITY OF NEWNAN  
 COWETA COUNTY, GEORGIA

DATE: AUGUST 26, 2011 SCALE: 1" = 300'

\*NOTE: THE ORIGINAL BOUNDARY SURVEY OF SAID PROPERTY WAS COMPLETED AUGUST 27, 2008 AS DIRECTED. THIS FINAL PLAT IS BEING PREPARED TO COMPLY WITH CURRENT SUBDIVISION REGULATIONS OF THE CITY OF NEWNAN AND TO SHOW CURRENT ZONING REGULATION SETBACKS AND BUFFERS FOR SAID ZONING OF PROPERTY FOR DEVELOPMENT.

**FLOOD HAZARD STATEMENT:**

BASED ON GRAPHICAL SCALING, THE PROPERTY SHOWN DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE, AS DEFINED BY THE F.E.M.A. FLOOD INSURANCE RATE MAP OF COWETA COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 130062-0144C& 0232C(CITY OF NEWNAN), DATED: MAY 16, 2006. THE CORRESPONDING MAP NUMBERS ARE 13077C0144C & 13077C0232C. SAID MAPS DEPICT A PORTION OF THE PROPERTY BEING IN A SHADED ZONE X AND THE REMAINING BEING IN AN UN-SHADED ZONE X. PLEASE NOTE: A DETAILED HYDROLOGIC ANALYSIS WAS PERFORMED ON THE LAKE ADJOINING THE WESTERLY PROPERTY LINE OF SUBJECT PROPERTY BY TURNER ENGINEERING, P.C. SAID HYDROLOGY REPORT CAN BE FOUND ON FILE WITH THE CITY OF NEWNAN ENGINEERING DEPARTMENT. THE 100 YEAR BASE FLOOD ELEVATION IS SHOWN BASED UPON THE RESULTS OF SAID HYDROLOGIC ANALYSIS.



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PROTECTION  
CENTER**

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HTTP://WWW.CALL811.COM**

**LEGEND:**

- ROW ---- RIGHT OF WAY
- R/W ---- RIGHT OF WAY
- I.P.F. --- IRON PIN FOUND
- B.L. --- BUILDING LINE
- W. --- WATER LINE
- W.V. --- WATER VALVE
- W.M. --- WATER METER
- P.L. --- POWER LINE
- TELE --- TELEPHONE LINE
- C.B. --- CATCH BASIN
- J.B. --- JUNCTION BOX
- M.H. --- MANHOLE
- F. --- FENCE
- B. --- BORING
- POB --- POINT OF BEGINNING
- D.E. --- DRAINAGE EASEMENT
- S.S.E. --- SANITARY SEWER EASEMENT
- U.E. --- UTILITY EASEMENT
- F.H. --- FIRE HYDRANT
- S.M. --- SEWER MANHOLE
- W.V. --- WATER VALVE



GRAPHIC SCALE

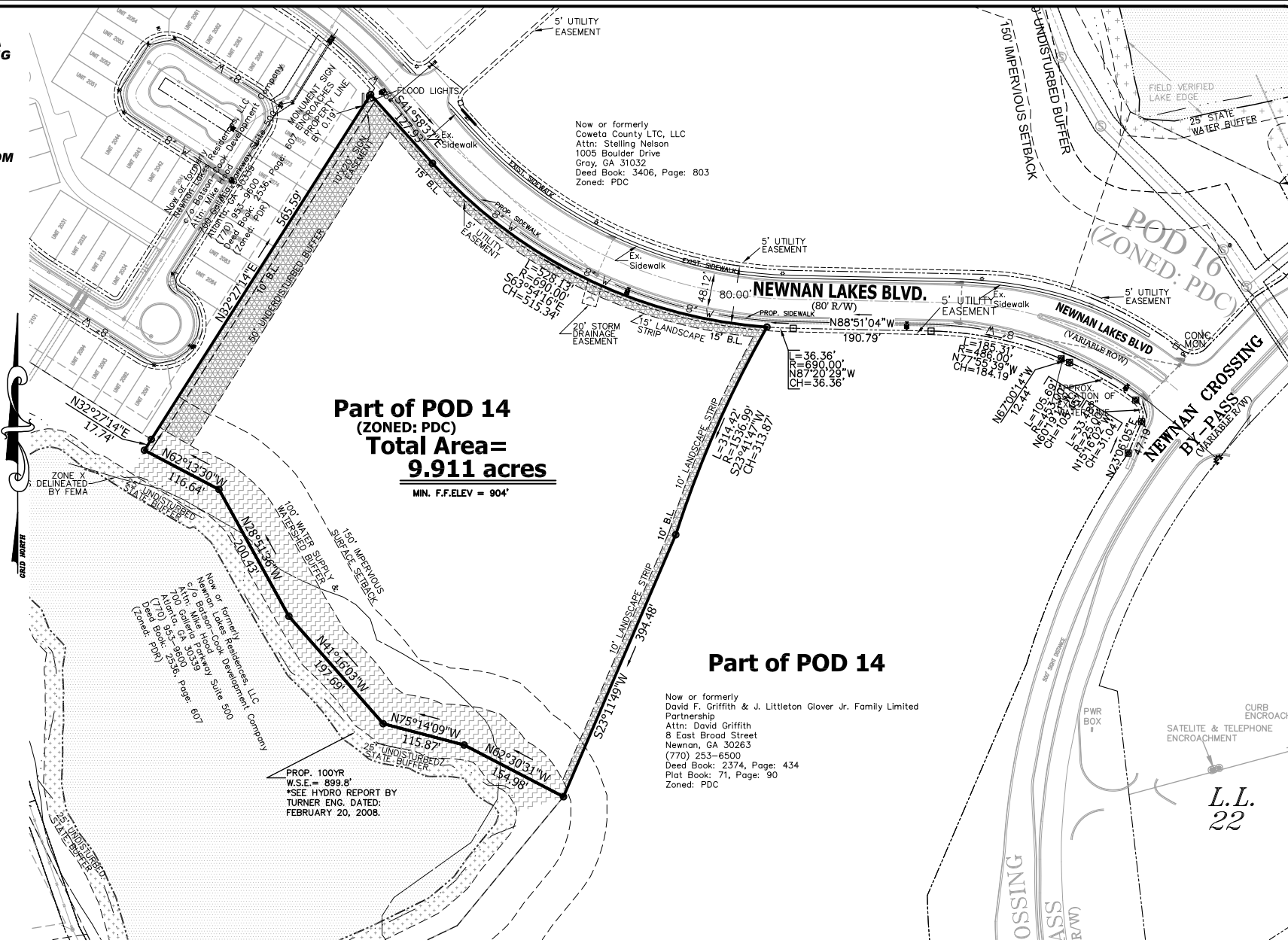


( IN FEET )  
1 inch = 100 ft.

PREPARED BY

**Singleton Land Surveying Company, Inc.**  
LAND SURVEYORS LAND PLANNERS

8641 DORRIS ROAD, SUITE 140C, DOUGLASVILLE, GEORGIA 30134 (770) 577-7001



**Part of POD 14  
(ZONED: PDC)  
Total Area=  
9.911 acres**  
MIN. F.F.ELEV = 904'

**Part of POD 14**

PROP. 100YR  
W.S.E. = 899.8'  
\*SEE HYDRO REPORT BY  
TURNER ENG. DATED:  
FEBRUARY 20, 2008.

Now or formerly  
David F. Griffith & J. Littleton Glover Jr. Family Limited  
Partnership  
Attn: David Griffith  
8 East Broad Street  
Newnan, GA 30263  
(770) 253-6500  
Deed Book: 2374, Page: 434  
Plat Book: 71, Page: 90  
Zoned: PDC

**FINAL PLAT  
OF  
COWETA COUNTY LTC, UNIT#2  
AT  
MADISON PARK AT NEWNAN LAKES**

LOCATED IN: LAND LOT: 22, 5th DISTRICT  
CITY OF NEWNAN  
COWETA COUNTY, GEORGIA  
DATE: AUGUST 26, 2011 SCALE: 1" = 100'

**DISCLAIMER:**  
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT AND ACCURATE TITLE SEARCH, THEREFORE ANY COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD ARE TO BE INCORPORATED WITH THIS PLAT.

This instrument prepared by  
and record and return to:  
James D. Garner  
Butler Snow LLP  
577 Mulberry Street, Suite 1225  
Macon GA 31201  
(478) 238-1354

STATE OF GEORGIA            )  
  )  
COUNTY OF COWETA        )

**PARTIAL RELEASE, CANCELLATION, AND TERMINATION OF  
STORM FACILITY MANAGEMENT AGREEMENT**

THIS PARTIAL RELEASE, CANCELLATION AND TERMINATION is made as of the 29<sup>th</sup> day of July, 2019, by and between the undersigned, **COWETA COUNTY LTC, LLC**, a Georgia limited liability company (the “**LTC**”) and **CITY OF NEWNAN** (the “**City**”).

WITNESSESTH

WHEREAS, the parties did previously entered into that certain Storm Facility Management Agreement (the “**Agreement**”) dated February 27, 2013, filed March 29, 2013 and recorded in Deed Book 3928, Page 630 in the Office of the Superior Court of Coweta County, Georgia; and

WHEREAS, the onsite stormwater management facilities described in the Agreement are not located upon the undeveloped property to be released hereby; and

WHEREAS, the release of the property contemplated hereby is necessary to facilitate the sale and development of said property; and

WHEREAS, the release of the property will not impact the rights and obligations of the parties pursuant to the Agreement.

NOW THEREFORE, in consideration of the forgoing premises and the mutual benefits and covenants, the parties hereby release, cancel, and terminate as to a portion of the property, that certain Storm Facility Management Agreement (the “**Agreement**”) dated February 27, 2013, filed March 29, 2013 by and between the Coweta County LTC, LLC and the City of Newnan and recorded in Deed Book 3928, Page 630 in the Office of the Superior Court of Coweta County, Georgia. The property to be released from said Agreement is more particularly described on the attached **Exhibit A**.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the LTC and the City have caused this Partial Release, Cancellation, and Termination to be executed as of the date first written above.

Signed and sealed in the presence of:

**COWETA COUNTY LTC, LLC**  
**a Georgia limited liability company**

*Teresa W. Moody*  
Unofficial Witness

By: *ABH*  
Name: *Angela B. Hammack*  
Title: *Corp. Secretary*

*ABH*  
Notary Public  
My Commission Expires: *5-23-*  
*May 17, 2023*

By: *Teresa W. Moody*  
Name: *Teresa W. Moody*  
Title: *President, Health Systems*  
*Real Estate, Inc, sole member*  
*of Coweta County, LLC*

[NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed and sealed in the presence of:

**CITY OF NEWNAN**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Name: Keith Brady  
Title: Mayor

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Della Hill  
Title: City Clerk

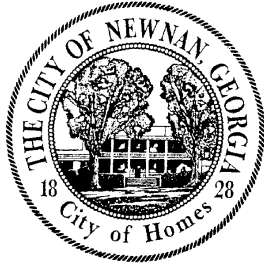
[NOTARY SEAL]

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 22, 5<sup>th</sup> district of Coweta County, Georgia, and being more particularly described as follows:

Commencing at intersection of the northerly right-of-way of Newnan Crossing Bypass and the southerly right-of-way of Newnan Lakes Boulevard; thence N23°06'05"E, a distance of 47.19 feet to a point of curve to the left, said curve having a radius of 25.00 feet, a chord bearing of N15°16'02"W, and a chord distance of 31.04 feet; thence northerly along said arc a distance of 33.48 feet point of compound curve to the left, said curve having a radius of 453.00 feet, a chord bearing of N60°19'11"W, and a chord distance of 105.45 feet; thence northwesterly along the arc, a distance of 105.69 feet to a point; thence N67°00'14"W, a distance of 12.44 feet to a point of curve to the left, said curve having a radius of 486.00 feet, a chord bearing of N77°55'39"W, and a chord distance of 184.19 feet; thence westerly along the arc a distance of 185.31 feet point; thence N88°51'04"W, a distance of 190.79 feet to a point of curve to the right, said curve having a radius of 690.00 feet a chord bearing of N87°20'29"W, and a chord distance of 36.36 feet; thence westerly along said arc a distance of 36.36 feet to a half inch iron pin and the TRUE POINT OF BEGINNING; said point also being the beginning of a curve to the left, said curve having a radius of 1536.99 feet, a chord bearing of S23°41'47"W, and a chord distance of 313.87 feet, thence southwestwardly along the arc a distance of 314.42 feet to a half inch iron pin; thence S23°11'49"W, a distance of 394.48 feet to a half inch iron pin; thence N62°30'31"W, a distance of 154.98 feet to a half inch iron pin; thence N75°14'09"W, a distance of 115.87 feet to a point; thence N41°16'03"W, a distance of 197.69 feet to a half inch iron pin; thence N28°51'36"W, a distance of 200.43 feet to a half inch iron pin; thence N62°13'30"W, a distance of 116.64 feet to a half inch iron pin; thence N32°27'14"E, a distance of 17.74 feet to a point; thence continue N32°27'14"E along said line, a distance of 565.59 feet to a half inch iron pin; thence S41°58'37"E, a distance of 127.93 feet to a half inch iron pin and a point of curve to the left, said curve having a radius of 690.00 feet, a chord bearing of S63°54'16"E, and a chord distance of 515.34 feet; thence southeasterly along said curve a distance of 528.13 feet to the POINT OF BEGINNING.

PORTION OF TAX PARCEL 086 5022 001



**City of Newnan, Georgia - Mayor and Council**

Date: August 13, 2019

Agenda Item: **Engineering Services Master Agreement-**

Lower Fayetteville Road Operations and Safety Project

Prepared by: Michael Klahr, Public Works Director

**Purpose:** To consider approval for ***Engineering Services Master Agreement*** for the Lower Fayetteville Road Operations and Safety Project

**Background:** At a regular meeting, May 7, 2019, the City Council approved the recommended consultant, **Heath & Lineback Engineers, Inc.**, for professional services for the Lower Fayetteville Road Operations and Safety Project.

The City of Newnan has been awarded Federal-Aid funds for Preliminary Engineering, Phase I; Scoping, to develop a draft concept for improvements to Lower Fayetteville Road.

Under the terms of the **Engineering Services Master Agreement**, the engineering firm will provide engineering design services for this project for a duration of three (3) years from the effective date. Services will be provided in separate written Task Orders, approved by the Mayor and Council, at the recommendation of the Department of Public Works.

**Options:**

- A. Approve ***Engineering Services Master Agreement***
- B. Other action as directed by Council

**Funding:** N/A

**Recommendation:** Option A

**Attachments:** Document: ***Engineering Services Master Agreement***

# ENGINEERING SERVICES MASTER AGREEMENT

BETWEEN CITY OF NEWNAN

AND HEATH & LINEBACK ENGINEERS, INC.

THIS ENGINEERING SERVICES MASTER AGREEMENT (also referred to as "Contract") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between CITY OF NEWNAN, Georgia, hereinafter referred to as "Client," and Heath & Lineback Engineers, Inc., a Georgia corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant. "

## RECITALS:

WHEREAS, Client desires to engage the services of Consultant for Engineering Services on the LOWER FAYETTEVILLE ROAD SAFETY AND OPERATIONAL IMPROVEMENT Project that will require the Consultant to furnish the Client with certain consulting services for an extended period involving multiple task orders;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the services desired under this Agreement;

NOW, THEREFORE, Client and Consultant agree as follows:

### I. DESCRIPTION OF PROJECT

Heath & Lineback Engineers, Inc. will serve as the Engineering Firm responsible for design services for Operational and Safety improvements along Lower Fayetteville Road from Greison Trail to Summergrove Parkway/Sullivan Road administered by the Department of Public Works.

No work shall begin on a particular task assignment until authorized by the Department of Public Works.

Services to be provided may include but not be limited to evaluating the existing conditions, developing concept scoping documents, developing the scope of construction; engineering reports, development of preliminary and final design documents; cost estimates; drainage design & analysis; environmental documents; utility coordination and relocation plans; right of way plans and documents; specification and bid documents; contract administration, and other request as directed by the Department of Public Works.

### II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those basic services described in separate written task orders approved by Client and Consultant (the "Services"). This Agreement provides the terms, obligations and conditions which shall control all work. Unless modified in by both parties, duties of Consultant shall not be construed to exceed those services specifically described in each task order. In the event work is authorized prior to the issuance of a

written task order, any services performed by Consultant will be presumed to have been completed under the terms of this Agreement.

### III. CONTRACT DURATION

This Contract authorizes Heath & Lineback Engineers, Inc. to serve as the Engineering Firm responsible for design services for operational and safety improvements of Lower Fayetteville Road for the CITY OF NEWNAN Department of Public Works for a duration of three (3) years from the effective date.

### IV. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Except as otherwise provided by Georgia law, such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site of which Client has knowledge.
5. Work with Consultant to provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant scope of work includes services during construction, to the extent authorized by Georgia law, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective Policy (OCP), and any builder's risk, or other property insurance purchased by the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary, and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

#### V. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et seq., and the related regulations.

#### VI. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work as directed in written task orders.

#### VII. COMPENSATION

For the Services described, Client agrees to pay, and Consultant agrees to accept the total compensation in accordance with compensation terms included in each task order. Time charges shall be in accordance with the Hourly Rate Schedule contained in the approved task order; the rate schedule may be revised annually or more often but shall not exceed the actual cost of direct costs plus fixed fee and indirect expenses based on the most recent Georgia Department of Transportation (GDOT) audited overhead cost rate. Compensation may be billed monthly in summary form. Payment to Consultant is due upon presentation of invoice and a progress report indicating the services completed during the billing period.

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. The Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of the Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the light to suspend work per Article XV, Suspension of Work.

## VIII. RESPONSIBILITY OF CONSULTANT

### A. Standard of Care - Professional Services

Subject to the limitations inherent in the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered.

### B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

### C. Consultant's Opinion of Costs

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

### D. Limitation of Liability Associated with Work of Other Engineers and Design Builders

Client acknowledges that preliminary work under this agreement may be used by the Client or others who will be considered Designers of Record. The Consultant acting as Engineer in no way relieves the Client or others for duties associated with their role of Engineer of Record for their designs. Those engineers shall retain full responsibility for performance and liability associated with their designs.

### E. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance



with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions.

2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings, but only to the extent that Consultant could not have identified such errors and omissions using reasonable due diligence.

#### IX. ASSIGNMENT OF TASKS TO AFFILIATES

Assignment of tasks, contractual rights or obligations are not contemplated or permitted under this agreement. This will not preclude the use of specialty sub-consultants approved by Client (see Article XV Subcontracts).

#### X. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or at the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

#### XI. CONSULTANTS WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents.

XII. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XIII. CONSULTANTS INSURANCE

Consultant shall procure and maintain the following minimum Insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

#### XIV. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence is otherwise a public record in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

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In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

#### XV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant and Client, to subcontract any portion of the services to be performed under this Agreement. Any subcontracts are subject to approval by the Client prior to being executed.

#### XVI. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable

expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.

2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

## XVII. TERMINATION OF WORK

- A. This Agreement may be terminated by Client for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.
- B. This Agreement may be terminated by Client without cause at Client's convenience by giving Consultant 30 days written notice of such termination.
- C. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.
- D. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

## XVIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

#### XIX. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

#### XX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

#### XXI. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

#### XXII. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XXIII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia.

#### XXIV. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery, mail or e-mail and shall be addressed to the following persons:

W. Allen Krivsky  
Principal-in-Charge  
Heath & Lineback Engineers, Inc.  
2390 Canton Road, Building 200  
Marietta, GA 30066  
Fax: 770-424-2907  
[akrivsky@heath-lineback.com](mailto:akrivsky@heath-lineback.com)

William M. Klahr  
Public Works Director/City Engineer  
CITY OF NEWNAN  
25 Lagrange Street  
Newnan, GA 30263  
Fax: 770-254-2361  
[mklahr@cityofnewnan.org](mailto:mklahr@cityofnewnan.org)

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXVI. AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WHNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Heath & Lineback Engineers, Inc.

City of Newnan, Public Works

Signature\_\_\_\_\_

Signature\_\_\_\_\_

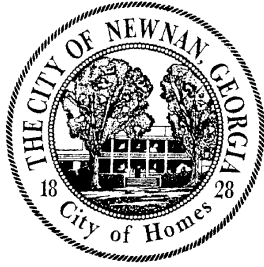
Printed Name\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Federal Tax ID number:



**City of Newnan, Georgia - Mayor and Council**

Date: August 13, 2019

Agenda Item: **Task Order No. 1- Scope and Fees**

Lower Fayetteville Road Operations and Safety Project

Prepared by: Michael Klahr, Public Works Director

**Purpose:** To consider approval for ***Scope and Fees for Task Order No. 1; Preliminary Engineering, Phase I, Scoping*** for the Lower Fayetteville Road Operations and Safety Project

**Background:** **Heath & Lineback Engineers, Inc.**, in coordination with the Office of Program Delivery for the Georgia Department of Transportation, has prepared a scope and associated fees for Task Order No. 1 for the referenced project.

Task Order No. 1 includes the production of a concept study and report, traffic analysis, environmental studies and stakeholder/ public involvement meetings.

The City of Newnan has been awarded Federal-Aid funding for Preliminary Engineering, Phase I; Scoping, in the amount of \$500,000.00, with a minimum required match of \$125,00.00. The scope and fee proposal is for **\$684,789.77**, Lump Sum.

- Options:**
- A. Approve *Task Order No. 1- Scope and Fees, \$684,789.77*, Lump Sum
  - B. Other action as directed by Council

**Funding:** **SPLOST 2013**

**Recommendation:** Option A

**Attachments:** Document: ***Task Order No. 1***



July 15, 2019

William M. Klahr  
Public Works Director  
City of Newnan  
25 Lagrange St.  
Newnan, GA 30263

**REF: Lower Fayetteville Road Operational and Safety Improvement Project  
Task Order No. 1**

Dear Mr. Klahr,

With this letter, we submit our scope of work and fee estimate to complete Preliminary Engineering, Phase 1, Scoping services to identify alternatives for improving operations and safety along Lower Fayetteville Road in accordance with the Plan Development Process for the Georgia Department of Transportation. The limits of the study are from Greison Trail to Summergrove Parkway/Sullivan Road. Traffic counts and analysis may extend east to SR 154 to address Logical Termini.

The work will be completed as a series of task orders controlled by a Master Agreement. Under Task Order No. 1 we will complete an approved GDOT Concept Report and all necessary traffic, geotechnical studies and environmental studies and public outreach as outlined below. Additional Task Orders will be procured at a later date to complete preliminary and final engineering for the preferred concept solutions.

We propose the following Scope of Work for Task Order No. 1:

**I. Concept Study and Report**

Project Management and coordination over the duration of the contract includes monthly status meetings and reports.

- a. Gather Data
  - i. Obtain GIS mapping. (Field survey database not included).
  - ii. Property and right of way survey
  - iii. Obtain Existing Utility Locations – Level D
  - iv. Obtain land use data and future development plans.
  - v. Obtain demographic data.
  - vi. Gather plans from planned/programmed projects in the study area
  - vii. Preliminary Existing Pavement Evaluation
- b. Identify solutions for Public Works review
- c. Evaluate potential improvements
- d. Complete GDOT Concept Report

**II. Traffic Analysis**

Project Management and coordination over the duration of the contract includes monthly status meetings and reports.

- a. Collect Traffic Data for the surrounding/adjacent major driveways and roads



- i. AM/PM peak hour turning movement counts for up to 40 intersections (38 – 6-hr & 2-13hr)
    - ii. 48-hr classification counts at up to 95 locations (43–with truck classification & speed profiles & 52-volume only)
    - iii. Origin-destination data for up to 10 zones to develop traveler profiles
    - iv. Obtain available crash data, compile and analyze corridor for safety improvements.
  - b. Utilize Census, ARC, and historic growth rate to calculate growth rates for the area
  - c. Project future traffic per GDOT Standard: +5 and +25: 2024 and 2044 years anticipated and Base Year +2 (2026) and Design Year +2 (2046) years to include AM & PM DHV's and Daily volumes.
  - d. Develop Traffic Diagrams for all scenarios; Existing, Base, Base +2, Design, Design +2 to include Daily Volumes and AM and PM DHV's.
  - e. Prepare existing and no-build traffic models
    - i. Develop Synchro models for the corridor for up to 11 of the intersections
    - ii. Calibrate Synchro models for AM and PM peak hours
    - iii. Utilize growth rate to prepare 2024 (and +2 2026) and 2044 (and +2 2046) DHV's and Daily no-build models
  - f. Develop Interseciton Control Evaluaton (ICE) for all 40 intersections
  - g. Develop improvement solutions
  - h. Conduct meeting with Public Works Staff to review results and identify potential improvements

## **2. Environmental Studies**

Project Management and coordination over the duration of the contract includes monthly status meetings and reports.

- a. Complete desktop Environmental Screening of corridor and project area. Screening to include the following resources:
  - i. Environmental Justice Communities - Minority and Low-income populations
  - ii. Churches and Institutions
  - iii. Parkland and Public Recreation Areas
  - iv. Historic Markers and Historic Structures
  - v. Archaeological Resources
  - vi. Water Resources and Water Quality
  - vii. Streams and Wetlands
  - viii. Threatened and Endangered Species
  - ix. Floodplains
- b. Complete Environmental Resource Identification surveys and reports of the corridor and project area. Surveys and reports to include the following resources:
  - i. Cultural resources – history and archeology
  - ii. Ecology resources – ecology for streams, wetlands, openwaters, threatened and endangered species

## **III. Stakeholder/Public Involvement Process** (Anticipate two stakeholder meetings and two stakeholder preparation meeting with Public Works staff)

- a. Prepare Public Involvement Plan
- b. Prepare Stakeholder List

Mr. William M. Klahr  
Lower Fayetteville Road Operational and Safety Improvement Project  
May 20, 2019

- c. Stakeholder Meeting I - Present identified planning level improvement solutions
- d. Stakeholder Meeting II - Present refined improvement solutions

**Task Order # 1 Deliverables include the following:**

1. Approved GDOT Concept Report
2. Approved Traffic Data Map (through GDOT Office of Planning & before Count Program can be executed)
3. Approved Traffic Data Report (through GDOT Office of Planning)
4. Approved Traffic Forecasting Report (through GDOT Office of Planning)
5. Approved Traffic Report
6. Approved History Report
7. Approved Archeology Report
8. Approved Ecology Report
9. Environmental Justice Analysis Documentation
10. Preliminary Existing Pavement Evaluation
11. Public Involvement Documentation

**Project schedule per our understanding as follows:**

1. Notice to Proceed – August 1, 2019 (anticipated)
2. Traffic Data Collection – August/September, 2019
3. Stakeholder/Public Involvement Process – October - November 2019
4. Submit Concept Report Study – May 30, 2020

Compensation is detailed in the attached cost proposal. The total Lump Sum Fee is \$684,789.77 inclusive of other direct costs.

Sincerely yours,  
Heath & Lineback Engineers, Inc.



W. Allen Krivsky, P.E.  
Senior Vice President / COO

## City of Newnan, Georgia – Mayor and Council



Date: August 13, 2019

Agenda Item: Consideration of a request to rename a section of Water Works Road

Presented by: Dean Smith, Planner

Submitted by: Tracy Dunnivant, Planning & Zoning Director

**Purpose:**

To seek direction from City Council, about the possibility of renaming a portion of Water Works Road.

**Background:**

City personnel have discussed with Newnan High School officials the possibility of renaming a section of the existing Water Works Road (running from Lagrange Street south to Sewell Road) to Cougar Way, Path or Trail. The section of street involved is approximately 1,531 feet or 0.3 miles and only two properties appear to be addressed directly off this section of Water Works Road

Staff conducted some preliminary research, speaking with E-911 and they responded to the City stating that changing the name of the road to Cougar Way, Trail or Path would be acceptable to their agency.

Staff is eliciting input and direction from City Council if they wish to pursue renaming Water Works Road and what the new road name should be, i.e. Cougar Way, Cougar Path or Cougar Trail

In terms of process, should City Council direct staff to pursue this request, staff would begin the notification process to impacted properties that adjoin Water Works Road. We would inform them of the request to change the name and also a date for a future Public Hearing before City Council where formal action on this request would be heard.

**Options:**

1. Direct staff to process to begin the formal process on the street name change.
2. Direct staff to discontinue the process on the street name change.
3. Other direction from Council.

**Recommendation:**

None.

**Attachments:**

Aerial Map of road section



**CITY COUNCIL MEETING AUGUST 13, 2019**

**From:** Sandra M. Strozier <[sstrozier@numail.org](mailto:sstrozier@numail.org)>

**Sent:** Thursday, June 27, 2019 3:58 PM

**To:** [kbrady@cityofnewnan.org](mailto:kbrady@cityofnewnan.org)

**Subject:** FW: PILOT Waiver

Hello Keith, please find attached the estimate for replacing the basketball court on Boone Drive. We hope to bid the work out within the next 90 days. If you approve our request for the waiver of the PILOT payment, please send a letter for our files. After we replace the basketball court, we plan to upgrade the pavilion and rename the park, Willie Pritchett Park. We hope to have all of the work complete before the annual picnic in April. If you have any questions, please let me know.

Thanks

**Sandra M. Strozier, President/CEO**

Housing Authority of Newnan

48 Ball Street

Newnan, GA 30263

(770) 683-8237



**Southside Striping LLC**  
P.O. Box 71806  
Newnan, GA 30271  
(770)2528691  
bill@southsidedstriping.com  
www.southsidedstriping.com

# ESTIMATE

## ADDRESS

Housing Authority Of Newnan  
48 Ball Street  
Newnan, Ga30263

**ESTIMATE #** 1981

**DATE** 06/08/2019

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## PROJECT:

Court replacement.

| ACTIVITY   | AMOUNT             |
|--|--------------------|
| <b>Asphalt Replacement</b><br>Remove all existing asphalt and haul away debris. Fine grade base and compact. Pave with 2" of 9.5MM superpave asphalt. Layout and stripe for multiple uses. Total area is 1423 square yards. NOTE: One side of the fence must be removed prior to us starting for truck access and replaced when job is complete. | 42,575.00          |
| <hr/>  |                    |
| TOTAL  | <b>\$42,575.00</b> |

Accepted By

Accepted Date



July 16, 2019

City of Cairo, Georgia  
Attn: Honorable Booker T. Gainor, Sr., Mayor  
119 North Broad Street  
Cairo, GA 39828

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

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

**Re: MEAG Power Sale of Excess Power to City of Newnan  
on Behalf of the City of Cairo**

Dear Mayor Gainor and Mayor Brady:

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

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

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

**(1) Sale of Excess Power by MEAG Power on Behalf of Cairo.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Cairo, Cairo has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs during each corresponding period shown in Attachment 1. Cairo has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Newnan this capacity and the output therefrom, including output directed to off system sales, as delivered energy (the "Sale Amount") in accordance with the terms and conditions set forth in Attachment 1.

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

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



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

(c) MEAG Power shall treat that portion of the output sold to Newnan on behalf of Cairo as Newnan's resource from delivery at level B-1.

(2) **Purchase of Excess Power by Newnan.** Newnan agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Newnan for such amount and Newnan shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Newnan.

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

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

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

**MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA**

ATTEST:

By:

\_\_\_\_\_

\_\_\_\_\_  
James E. Fuller  
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]





Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

**CITY OF CAIRO**

By: \_\_\_\_\_  
Booker T. Gainor, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

**CITY OF NEWNAN**

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

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

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

By: \_\_\_\_\_  
Bobby Lee, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]



Product: Project 1 Capacity and Unit Output

Term: Beginning hour 0000 Central Prevailing Time August 7, 2019 through the day before Vogtle Unit 3 becomes commercially operational or hour ending 2400 Central Prevailing Time December 31, 2024, whichever comes first

Contract Quantity: 9.0910% of Niagara Bottling LLC load in each hour up to a maximum of 0.7273 MWs in each hour

Pricing: \$31.45/MWh at B-1

Transmission: Newnan is responsible for all transmission costs and feeder charges.



July 16, 2019

City of Griffin, Georgia  
Attn: Cynthia Reid-Ward, Chairman  
100 South Hill Street  
Griffin, GA 30223

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

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

**Re: MEAG Power Sale of Excess Power to City of Newnan  
on Behalf of the City of Griffin**

Dear Chairman Reid-Ward and Mayor Brady:

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

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

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

**(1) Sale of Excess Power by MEAG Power on Behalf of Griffin.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Griffin, Griffin has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs during each corresponding period shown in Attachment 1. Griffin has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Newnan this capacity and the output therefrom, including output directed to off system sales, as delivered energy (the "Sale Amount") in accordance with the terms and conditions set forth in Attachment 1.

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

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



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

(c) MEAG Power shall treat that portion of the output sold to Newnan on behalf of Griffin as Newnan's resource from delivery at level B-1.

(2) **Purchase of Excess Power by Newnan.** Newnan agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Newnan for such amount and Newnan shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Newnan.

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

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

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

**MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA**

ATTEST:

By:

\_\_\_\_\_

\_\_\_\_\_  
James E. Fuller  
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

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

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



Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

**CITY OF GRIFFIN**

By: \_\_\_\_\_  
Cynthia Reid-Ward, Chairman

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

**CITY OF NEWNAN**

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

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

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

By: \_\_\_\_\_  
Bobby Lee, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]



Product: Project 1 Capacity and Unit Output

Term: Beginning hour 0000 Central Prevailing Time August 7, 2019 through the day before Vogtle Unit 3 becomes commercially operational or hour ending 2400 Central Prevailing Time December 31, 2024, whichever comes first

Contract Quantity: 45.4545% of Niagara Bottling LLC load in each hour up to a maximum of 3.6364 MWs in each hour

Pricing: \$31.45/MWh at B-1

Transmission: Newnan is responsible for all transmission costs and feeder charges.



July 16, 2019

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

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

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

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

Dear Mayor Holiday Ingraham and Mayor Brady:

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

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

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

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

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and East Point, East Point has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs during each corresponding period shown in Attachment 1. East Point has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Newnan this capacity and the output therefrom, including output directed to off system sales, as delivered energy (the "Sale Amount") in accordance with the terms and conditions set forth in Attachment 1.

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

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



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

(c) MEAG Power shall treat that portion of the output sold to Newnan on behalf of East Point as Newnan's resource from delivery at level B-1.

(2) **Purchase of Excess Power by Newnan.** Newnan agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Newnan for such amount and Newnan shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Newnan.

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

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

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

**MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA**

ATTEST:

By:

\_\_\_\_\_

\_\_\_\_\_  
James E. Fuller  
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]





Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

**CITY OF EAST POINT**

By: \_\_\_\_\_  
Deana Holiday Ingraham, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

**CITY OF NEWNAN**

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

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

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

By: \_\_\_\_\_  
Bobby Lee, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

[SEAL]



Attachment 1—Terms and Conditions

page 1 of 1

Product: Project 1 Capacity and Unit Output

Term: Beginning hour 0000 Central Prevailing Time August 7, 2019 through the day before Vogtle Unit 3 becomes commercially operational or hour ending 2400 Central Prevailing Time December 31, 2024, whichever comes first

Contract Quantity: 45.4545% of Niagara Bottling LLC load in each hour up to a maximum of 3.6364 MWs in each hour

Pricing: \$31.45/MWh at B-1

Transmission: Newnan is responsible for all transmission costs and feeder charges.

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

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



## City of Newnan, Georgia - Mayor and Council

Date: August 13, 2019

Agenda Item: Construction Change Order #1, #2, #3, #4, and #5 on the Sprayberry Road Recreational Dog Park Project.

Prepared and Presented by: Mike Furbush, City Landscape Architect

Submitted by: Mike Furbush, City Landscape Architect

**Purpose:** To provide City Council with a staff recommendation regarding five change orders to the construction contract on the Sprayberry Road Recreational Dog Park Project.

**Background:** In December 2018, Piedmont Paving, Inc. was awarded, by City Council, the construction contract (\$502,371.16) for the Sprayberry Road Recreational Dog Park Project. The total bid package also included several project allowances, some to be completed by the contractor and some to be completed by the City, which totaled an additional \$425,000 bringing the total project cost to \$927,371.16. The recreational project began construction in February 2019. As the project progressed, here have been a couple of change orders that were required to address drainage, grading, and water source issues. There was also a required change order due to unsuitable soils encountered in constructing the roundabout and the parking area. While the current change orders have now risen above \$50,000, there should be some additional savings to the overall project budget within the various project allowances. Staff is hopeful that the project should still be able to completed within the original approved budget and construction contract of \$928,000.

|                                  |               |
|----------------------------------|---------------|
| • Original Construction Contract | \$ 927,371.16 |
| • Proposed Change Order Number 1 | \$ 9,757.54   |
| • Proposed Change Order Number 2 | \$ 18,635.00  |
| • Proposed Change Order Number 3 | \$ 13,036.08  |
| • Proposed Change Order Number 4 | \$ (5,478.87) |
| • Proposed Change Order Number 5 | \$ 26,332.50  |
| =====                            |               |
| Updated Contract Price           | \$ 989,653.45 |

**Options:**

- A. Approval of the proposed change order requests.
- B. Other action as directed by City Council

**Funding:**

|                       |           |
|-----------------------|-----------|
| SPLOST 2013           | \$483,000 |
| General Fund          | \$445,000 |
| Total Proposed Budget | \$928,000 |

**Recommendation:** Option A

**Attachments:** Proposed change orders and summaries dated February 26, April 22, June 3, June 29, and July 31, 2019. Also attached is the original staff recommendation for the recreational project, dated December 11, 2018, which breaks out the various project allowances.

**Previous Discussions with Council:** In December 2018, Piedmont Paving, Inc. was awarded the construction contract for the Sprayberry Road Recreational Project by City Council.



# Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263

Phone: 678-423-0586 Fax: 678-423-0588

## Contract Change Order Request # 001

Project: **Sprayberry Rd. Park**

Date: **2/26/19**

| <u>Add</u> | <u>Description</u>    | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|------------|-----------------------|-----------------|-------------|-------------------|--------------|
|            | 15" HDPE Pipe         | 30              | LF          | \$ 58.94          | \$ 1,768.20  |
|            | Doghose Drop Inlet    | 1               | EA          | \$ 4,376.37       | \$ 4,376.37  |
|            | Std. Drop Inlet       | 1               | EA          | \$ 3,612.97       | \$ 3,612.97  |
|            | Core Exisitng MH      | 1               | EA          | \$ 750.00         | \$ 750.00    |
|            | Seal Off Existing MHs | 2               | EA          | \$ 400.00         | \$ 800.00    |
|            |                       |                 | Total       |                   | \$ 9,757.54  |

Authorized By Owner

CITY OF NEWNAN  
P.O. BOX 1193  
NEWNAN, GA 30263

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

Printed Name: MIKE FERBISJ

Date: 02/26/19

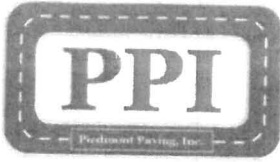
Submitted By Contractor

Piedmont Paving, Inc.  
1226 Highway 16 East  
Newnan, GA 30263

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

Printed Name: SCOTT A MARCHMAN

Date: 2/26/19



# Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263  
Phone: 678-423-0586 Fax: 678-423-0588

## Contract Change Order Request # 002

Project: **Sprayberry Rd. Park**

Date: **3/28/19**

| <u>Add Description</u>   | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|--------------------------|-----------------|-------------|-------------------|--------------|
| Relocate Fire Hydrant    | 1               | EA          | \$ 1,785.00       | \$ 1,785.00  |
| Relocate Meter & Box     | 1               | EA          | \$ 550.00         | \$ 550.00    |
| 1" PVC water line        | 1000            | LF          | \$ 6.95           | \$ 6,950.00  |
| Non Freeze Yard Hydrants | 3               | EA          | \$ 650.00         | \$ 1,950.00  |
| Add'l Berm Grading       | 1               | LS          | \$ 7,400.00       | \$ 7,400.00  |
|                          |                 |             | Total             | \$ 18,635.00 |

Authorized By Owner

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

By: Cleatus Phillips

Printed Name: Cleatus Phillips

Date: 4/22/19

Submitted By Contractor

Piedmont Paving, Inc.  
1226 Highway 16 East  
Newnan, GA 30263

By: Scott Marchant

Printed Name: Scott Marchant

Date: 3/29/19



# Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263

Phone: 678-423-0586 Fax: 678-423-0588

## Contract Change Order Request # 003

**Project:** Sprayberry Rd. Park

**Date:** 5/31/19

| <u>Add</u> | <u>Description</u>               | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u>  |
|------------|----------------------------------|-----------------|-------------|-------------------|---------------|
|            | Non Freeze Yard Hydrants         | 1               | EA          | \$ 650.00         | \$ 650.00     |
|            | Shut off existing Water Services | 11              | EA          | \$ 495.00         | \$ 5,445.00   |
|            | Convert C.B. to Drop Inlets      | 2               | EA          | \$ 1,750.00       | \$ 3,500.00   |
|            | Remove / Reset Fencing           | 1               | LS          | \$ 350.00         | \$ 350.00     |
|            | Core Existing MH                 | 1               | EA          | \$ 750.00         | \$ 750.00     |
|            | 24" HDPE                         | 80              | LF          | \$ 65.42          | \$ 5,233.60   |
|            | Std. Drop Inlet                  | 1               | EA          | \$ 3,612.97       | \$ 3,612.97   |
|            | Add'l Berm Grading               | 1               | LS          | \$ 2,500.00       | \$ 2,500.00   |
|            | Deduct For 8' SW vs. 12' SW      | 559             | LF          | \$ (16.11)        | \$ (9,005.49) |
|            |                                  |                 |             | Total             | \$ 13,036.08  |

\* Additional Curbing and Sidewalk for added parking will be added on Line Item of original billing \*

Authorized By Owner

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

By: Clinton Phillips

Printed Name: Clinton Phillips

Date: 6/3/19

Submitted By Contractor

Piedmont Paving, Inc.  
1226 Highway 16 East  
Newnan, GA 30263

By: Scott Marchman

Printed Name: Scott Marchman

Date: 5/31/19



# Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263  
Phone: 678-423-0586 Fax: 678-423-0588

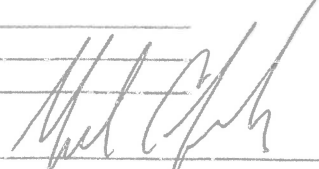
## Contract Change Order Request # 004

**Project:** Sprayberry Rd. Park

**Date:** 6/29/19

| <u>Description</u>               | <u>Quantity</u> | <u>Unit</u>  | <u>Unit Price</u> | <u>Total</u>         |
|----------------------------------|-----------------|--------------|-------------------|----------------------|
| Core Existing MH                 | 1               | EA           | \$ 750.00         | \$ 750.00            |
| 12" CMP                          | 20              | LF           | \$ 34.65          | \$ 693.00            |
| Std. Drop Inlet                  | 1               | EA           | \$ 3,612.97       | \$ 3,612.97          |
| Additional ADA Ramp for Restroom | 1               | EA           | \$ 411.74         | \$ 411.74            |
| Deduct For 8' SW vs. 12' SW      | 416             | LF           | \$ (16.11)        | \$ (6,701.76)        |
| Deduct For Smaller Throwing pads | 789             | SF           | \$ (5.38)         | \$ (4,244.82)        |
|                                  |                 | <b>Total</b> |                   | <b>\$ (5,478.87)</b> |

Authorized By Owner

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

Printed Name: Michael Furbusch

Date: 06/29/19

Submitted By Contractor

Piedmont Paving, Inc.  
1226 Highway 16 East  
Newnan, GA 30263

By: 

Printed Name: Scott Marston

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



# Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263  
Phone: 678-423-0586 Fax: 678-423-0588

## Contract Change Order Request # 005

Project: **Sprayberry Rd. Park**

Date: 7/31/19

| Description                           | Quantity | Unit | Unit Price  | Total        |
|---------------------------------------|----------|------|-------------|--------------|
| Water Fountain Pads                   | 2        | EA   | \$ 450.00   | \$ 900.00    |
| Dogwash Pad w/ Drain                  | 1        | EA   | \$ 550.00   | \$ 550.00    |
| 6" Concrete Apron                     | 32       | SY   | \$ 65.00    | \$ 2,080.00  |
| Roll back Curbing                     | 25       | LF   | \$ 17.50    | \$ 437.50    |
| PVC Drain Line for Fountains          | 350      | LF   | \$ 9.50     | \$ 3,325.00  |
| Relocate Yard Hydrants                | 2        | EA   | \$ 250.00   | \$ 500.00    |
| 1" Service Line for Island Irrigation | 1        | EA   | \$ 350.00   | \$ 350.00    |
| 1" Poly for relocated Yard Hydrant    | 200      | LF   | \$ 6.95     | \$ 1,390.00  |
| Blue Metal Roof Upcharge              | 1        | LS   | \$ 4,500.00 | \$ 4,500.00  |
| 12' Gate Upcharge                     | 2        | EA   | \$ 300.00   | \$ 600.00    |
| New 12' Gate Added                    | 1        | EA   | \$ 1,750.00 | \$ 1,750.00  |
| Roadway Undercut / Replacement        | 1        | LS   | \$ 9,950.00 | \$ 9,950.00  |
|                                       |          |      | Total       | \$ 26,332.50 |

Authorized By Owner

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

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

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

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

Submitted By Contractor

Piedmont Paving, Inc.

1226 Highway 16 East

Newnan, GA 30263

By: 

Printed Name: SCOTT MARCHMAN

Date: 7/31/19





## City of Newnan, Georgia - Mayor and Council

Date: December 11, 2018

Agenda Item: Staff recommendation for the proposed Sprayberry Road Recreational Dog Park Project.

Prepared and Presented by: Mike Furbush, City Landscape Architect/Arborist

Submitted by: Mike Furbush, City Landscape Architect/Arborist

**Purpose:** Staff recommendation to City Council for the proposed construction services for the Sprayberry Road Recreational Dog Park.

**Background:** In early November 2018, the City of Newnan issued an Invitation To Bid (ITB) from qualified General Contractors for the construction services for the proposed Sprayberry Road Recreational Dog Park within the City of Newnan.

On December 4, 2018 the City of Newnan received five (5) bid proposals formally responding to the City's Invitation To Bid for the opportunity to be selected as the contractor for the Sprayberry Road Recreational Dog Park Construction

Services contract. The bids, ranging from lowest to highest, are as follows...

- Piedmont Paving, Inc.(\$502,371.16)
- Integrated Construction & Nobility, Inc. (\$515,292.54)
- Georgia Development Partners, LLC (\$714,158.36)
- JHC Corporation (\$739,750.00)
- Tri Scapes, Inc. (\$1,016,452.23)

Total bid package also includes a number of various project allowances that total an additional \$425,000. Project allowances include...

- Sod, grassing, and mulch (\$100,000)
- Landscaping and buffers (\$100,000)
- Restroom building (\$80,000)
- Dog Splash Pad (\$75,000)
- Playground (\$60,000)
- Dog Play Equipment and Park Furniture (\$10,000)

**Options:** 1. Accept staff's recommendation.  
2. Other action as directed by City Council.

**Funding:**

|                       |           |
|-----------------------|-----------|
| SPLOST 2013           | \$483,000 |
| General Fund          | \$445,000 |
| Total Proposed Budget | \$928,000 |

**Recommendation:** Staff is recommending that City Council award the Sprayberry Road Recreational Dog Park Construction Services contract to the low bidder, Piedmont Paving, Inc. and request that City Council commit the \$445,000 from the General Fund needed to complete the funding for this project.

**Attachments:** See attached bid sheet.

**Previous Discussions with Council:** Presented City Council with a staff recommendation on the bid proposal for Design and Construction documents for the Sprayberry Road Dog Park in September 2017. Presented two conceptual design layouts with preliminary \$1,000,000 budget for review at the 2017 City Council annual retreat.



## City of Newnan, Georgia - Mayor and Council

Date: August 13, 2019

Agenda Item: Request for transmittal of the 2019 update to the Capital Improvements Element (CIE), which includes the Short-Term Work Program (STWP), to the Three Rivers Regional Commission (RC) and the Georgia Department of Community Affairs (DCA)

Prepared and Presented by: Chris Cole, Planner

Submitted by: Tracy Dunnavant, Planning & Zoning Director

**Purpose:** To request official transmittal of the 2019 update to the CIE, including the STWP, to the Three Rivers RC and the Georgia DCA.

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

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

Per the minimum standards of the planning process, all local governments must hold a minimum of one public hearing prior to the transmittal of each CIE update. The City has previously held the public hearing and staff is now requesting official transmittal of the document to the RC and DCA for review and comments. Formal adoption of the update by this body will be requested once approval is gained by both institutions.

### **Options:**

- A. Adopt the resolution approving transmittal of the 2019 update to the CIE, which includes the STWP.

**Funding:** N/A

**Recommendation:** Option A

**Attachments:** Transmittal resolution

**Previous Discussions with Council:** July 16, 2019

**A RESOLUTION AUTHORIZING THE TRANSMITTAL OF THE CITY OF  
NEWNAN'S 2019 UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT,  
INCLUDING THE SHORT-TERM WORK PROGRAM, TO THE THREE RIVERS  
REGIONAL COMMISSION**

**CITY OF NEWNAN, GEORGIA**

WHEREAS, the City of Newnan has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on July 16, 2019 at City Hall.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and Council of the City of Newnan does hereby submit the annual update of the Capital Improvements Element and Short-Term Work Program covering the one-year period 2019-2020 to the Three Rivers Regional Commission for Regional Review, as per the requirements of the Georgia Planning Act of 1989.

This Resolution is adopted this 13th day of August, 2019.

ATTEST:

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

\_\_\_\_\_  
Della Hill, City Clerk

\_\_\_\_\_  
Cynthia E. Jenkins, Mayor Pro Tem

REVIEWED:

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

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

\_\_\_\_\_  
Raymond F. DuBose, Councilmember

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

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

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

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

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

# **Comprehensive Plan** **2016-2036**

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

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## Update 2019

### I. Introduction

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

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

## Update 2019

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

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

| IMPROVEMENTS   STWP ADDENDUM  |                    |                         |                        |                                   |   |                                      |
|---|--------------------|-------------------------|------------------------|-----------------------------------|---|--------------------------------------|
| Project or Activity   | Project Start Date | Project Completion Date | Estimated Project Cost | Portion Chargeable to Impact Fees | Sources of Funds (& Share)  | Responsible Party                    |
| Develop LINC trail system (Phases 1-4)                              | 2017               | 2021                    | \$10,035,800           | \$3,800,000                       | SPLOST 13, Impact Fees, General Fund                              | City Manager                         |
| Improvements to Lower Fayetteville Road (PE Phase I Scoping)        | 2019               | 2021                    | \$625,000              | \$0                               | Federal Share is \$500,000, Match Amount is \$125,000 (SPLOST 13) | Engineering                          |
| Implement gateway signage master plan and install signage in phases | 2014               | 2019                    | \$250,000              | \$0                               | SPLOST 13   | Business Development, Beautification |
| Build Fire Station #4   | 2014               | 2019                    | \$3,073,797            | \$1,500,000                       | SPLOST 13, Impact Fees  | City Manager                         |
| Improvements to City Hall   | 2014               | 2019                    | \$91,500               | \$0                               | SPLOST 07   | City Manager                         |
| Construct McIntosh Parkway  | 2014               | 2019                    | \$7,173,000            | \$2,000,000                       | Impact Fees, SPLOST 07, SPLOST 13, GTIB Grant                     | Engineering                          |
| Jackson/Jefferson/Clark/Bullsboro segment traffic study             | 2015               | 2019                    | \$75,000               | \$0                               | LCI, SPLOST 13, Match Amount is \$18,750                          | Engineering                          |
| Jackson Street (North) from Elm Street to Clark Street              | 2018               | 2019                    | \$355,350              | \$0                               | TBD, City, Match Amount is \$71,070                               | Engineering                          |
| E. Washington Street from Farmer Street to Perry Street             | 2019               | 2020                    | \$1,234,170            | \$0                               | LCI, City, Match Amount is \$246,834                              | City                                 |
| Andrew Street Extension from Augusta Drive to E. Broad Street       | 2018               | 2021                    | \$4,549,000            | \$2,500,000                       | Impact Fees, City   | City                                 |

# CITY OF NEWNAN | Annual STWP-CIE

## Update 2019

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

Source: City of Newnan

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



# CITY OF NEWNAN | Annual STWP-CIE

## Update 2019

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

Source: City of Newnan

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

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

# CITY OF NEWNAN | Annual STWP-CIE Update 2019

## III. Impact Fee Financial Report Updates

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

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

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

### Administrative Fees

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

## Update 2019

### IV. Capital Improvements Element (CIE) Project Updates

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

#### Capital Improvements Projects: Parks and Recreation

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

Source: City of Newnan Planning and Zoning Department

#### Capital Improvements Projects: Fire Services

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

Source: City of Newnan Planning and Zoning Department

# CITY OF NEWNAN | Annual STWP-CIE

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## Update 2019

### Capital Improvements Projects: Roads, Streets, and Bridges

| Capital Improvements Projects - 2019                          |                             |                  |                           |                                   |   |                   |                     |
|---|-----------------------------|------------------|---------------------------|-----------------------------------|---|-------------------|---------------------|
| Newnan  | Roads, Streets, and Bridges |                  |                           |                                   |   |                   |                     |
| Public Facility   | City Limits                 |                  |                           |                                   |   |                   |                     |
| Service Area  | City Limits                 |                  |                           |                                   |   |                   |                     |
| Project Description   | Project Start Date          | Project End Date | Estimated Cost of Project | Portion Chargeable to Impact Fees | Funding Sources                               | Responsible Party | Status              |
| Construct McIntosh Parkway                                    | 2014                        | 2019             | \$7,173,000               | \$2,000,000                       | Impact Fees, SPLOST 07, SPLOST 13, GTIB Grant | Engineering       | Under Construction  |
| Andrew Street Extension from Augusta Drive to E. Broad Street | 2018                        | 2021             | \$4,549,000               | \$2,500,000                       | Impact Fees, City                             | Engineering       | Early Concept Phase |

Source: City of Newnan Planning and Zoning Department

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

## Update 2019

### V. Wastewater Collection and Treatment Updates

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

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

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

Source: Newnan Utilities

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

# CITY OF NEWNAN | Annual STWP-CIE

## Update 2019

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

Source: Newnan Utilities and Wiedeman and Singleton, Inc.

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

### Wastewater Collection and Treatment CIE

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

# City of Newnan, Georgia – Mayor and Council



Date: August 13, 2019

Agenda Item: 10 Burch Ave, 280 West Washington St., 121 Pinson St., 180 West Washington St., 11 Melson St, 15 Elm Cir, 18 Berry Ave, 33 Hardaway St

Prepared and Presented by: Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

**Purpose:** To inform Council of the status of 10 Burch St, 280 West Washington St., 121 Pinson St., 180 West Washington St., 11 Melson St, 15 Elm, 18 Berry Ave, 33 Hardaway St having been before Council in Public Hearings.

**Background:** Date of Status Check: August 6, 2019

| <u>Property Address</u> | <u>Owner</u>       | <u>Original Hearing</u> | <u>Original # Of Days Allowed</u> | <u>Original Resolution Deadline</u> | <u>Extensions</u> | <u>Updated Resolution Deadline</u> | <u>Status</u>                             |
|-------------------------|--------------------|-------------------------|-----------------------------------|-------------------------------------|-------------------|------------------------------------|---|
| 10 Burch Ave            | Abdul Saeed Kader  | March 28,2017           | 45 days                           | May 12,2017                         | 90 Days           | September 17, 2019                 | Exterior progress- Property for sale      |
| 280 West Washington St  | Irvin Jones Estate | February 24, 2015       | 180 Days                          | August 23, 2015                     | 180 Days          | October 6, 2019                    | No progress                               |
| 121 Pinson St.          | Marcus Beasley     | August 26, 2014         | 180 days                          | February 22, 2015                   | 90 Days           | <b>August 5, 2019</b>              | <b>No Progress- res. deadline expired</b> |

|                         |                      |
|-------------------------|----------------------|
|                         |                      |
| 180 West Washington St. | Render Godfrey       |
| 18 Berry Ave            | Dan Moten            |
| 11 Melson St            | Cassandra Richardson |
| 15 Elm Cir              | Payne Est            |
| 33 Hardaway St          | Annie Cook Estate    |
|                         |                      |

|                                      |          |                   |
|--------------------------------------|----------|-------------------|
|                                      |          |                   |
| September 25, 2017                   | 45 days  | November 9, 2017  |
| June 18, 2019                        | 30 days  | July 16, 2019     |
| April 23, 2019-<br>cont'd to 6/18/19 | 60 days  | August 18, 2019   |
| April 23, 2019                       |          | Cont'd to 8/27/19 |
| June 18, 2019                        | 120 days | October 17, 2019  |
|                                      |          |                   |

|          |                      |                                  |
|----------|----------------------|----------------------------------|
|          |                      |                                  |
| 180 Days | September 7,<br>2019 | No Progress                      |
| 90 days  | October 15,<br>2019  | No progress<br>Property for sale |
|          |                      | No progress<br>Property for sale |
|          |                      |                                  |
|          |                      | No progress<br>Property for sale |
|          |                      |                                  |

**Options:**

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

**Funding:**

Not Applicable

**Recommendation:**

Staff is requesting Council's approval for Option

**Previous Discussions**

**With Council:**

All have previous history with Council.



Newnan Chapter #483  
Order of the Eastern Star  
Prince Hall Jurisdiction of Georgia  
P.O. Box 942  
Newnan, Georgia 30264



The City Of Newnan Manager  
Attention: Libby Winn, Executive Administrative Assistant  
25 Lagrange Street  
Newnan, GA 30263

The Newnan Chapter #483 Order of the Eastern Star, Prince Hall, is herewith requesting authorization to celebrate the 33<sup>rd</sup> Annual Dr. Martin Luther King, Jr. Commemoration and Parade in Newnan, Georgia, January 10 & 11, 2020.

If authorized, the parade of Bands, Floats, Walkers and Cars would begin at 12:00 PM, at Armory Road and would proceed on Lagrange Street thru Downtown Newnan, around the Courthouse Square returning to Newnan High, on Lagrange Street to Armory Road. A copy of the Parade Route is attached.

Not only is this a Newnan Community event, but also other surrounding Counties and Communities participate and we look forward to everyone's support to help make the 33<sup>rd</sup> Annual Dr. Martin Luther King Day Celebration successful and memorable.

Thank you for your usual fine assistance and cooperation.

Sincerely,

*Sister Martha Ross*

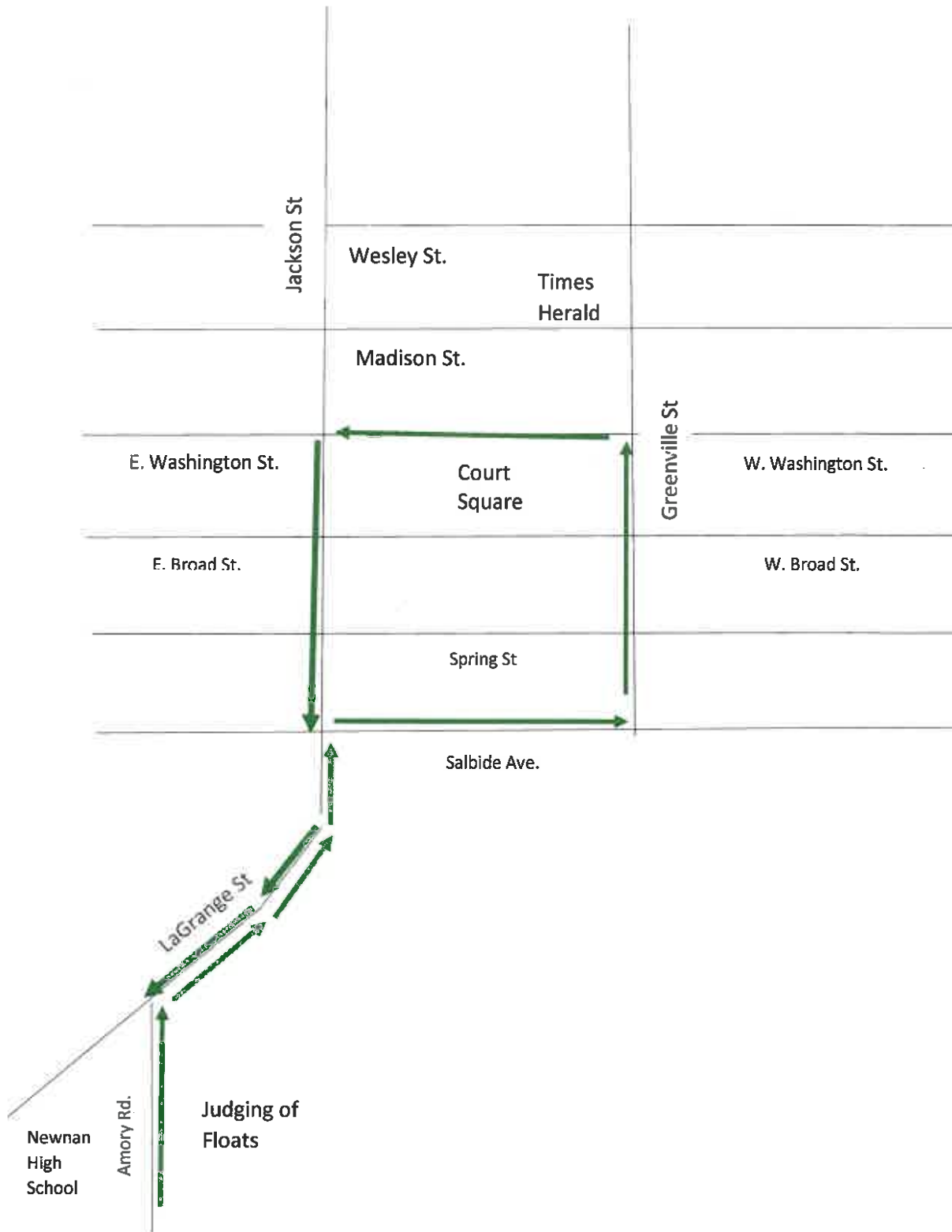
Worthy Matron

*Sister Margaret Thompson*

Past Matron

Newnan Chapter No. 483 Order of the Eastern Star

33<sup>rd</sup> Annual Dr. M.L.K., Jr. Parade Route 2020





July 18, 2019

Ms. Libby Winn  
Newnan City Council

RE: Request to be placed on City Council Meeting Agenda – August 13, 2019

Dear Libby:

I am writing to see if you can help us get on the agenda for the August 13<sup>th</sup> city council meeting. Watercrest is getting ready to open an assisted living community in Newnan (285 Summerlin Blvd). We had started our application for a beer and wine license and learned that we could not qualify with the City of Newnan since our restaurant and bistro would not be open to the public. When I called the City Attorney to discuss our options, he suggested that we could get on the agenda for the next meeting to request a change in the ordinance to allow our community to sell beer and wine to our residents, their families and our visitors. We would certainly meet the criteria of 55% of sales being food versus alcohol as our culinary program incorporates wine and beer as options for the residents to purchase during meals or happy hours in the community.

Please advise as to what we need to submit, if anything, in addition to this letter to get on the agenda. Also, it would be helpful to know if we would be expected to speak at the meeting or just be there to answer any questions.

Thank you very much in advance for your help. I can be reached at 772-539-4554 or by email at [jwilliams@watercrestslg.com](mailto:jwilliams@watercrestslg.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joan T. Williams', is written over a blue circular stamp or seal.

Joan T. Williams  
Principal and Chief Financial Officer

Watercrest Senior Living Group, LLC  
445 24<sup>th</sup> Street, Suite 300  
Vero Beach, FL 32960



June 27, 2019

Dear Mayor Brady:

As I'm sure you are aware, on June 4, the Zoning Commission granted our application for two variances to city code which would allow us to open a shelter for women and children – making it the only shelter in our community at this time. I'm sure you're also aware of the extent of the problem. The PIT count we conducted in January revealed that the true numbers of the hidden homeless approaches 300 in Coweta. I went back through my phone logs before the zoning meeting and counted 80 calls for assistance – in one week – 8 of which were for lodging. Families who had no place to go. We've been working with the Housing Authority, and hope to open the doors to 'The Lodge' on August 1 of this year.

In March of this year, I submitted a grant application to DCA for ESG funds which are designated for addressing homelessness. I put in the grant knowing that the Shelter was in the works, and hoping that everything would fall into place. I include a timeline here to clarify:

#### The Lodge/ Timeline

- Fall 2018 Began working with The Housing Authority to explore using their building at 108 W. Washington Street as a Shelter (The Lodge)
- January 2019 Conducted PIT count as mandated by HUD
- February 2019 Won approval from One Roof Board and HA Boards to proceed with 108 W. Washington; created action plan & budget
- March 2019 Submitted Emergency Solutions Grant through DCA. We asked for a total of \$130,000 in funds in Homelessness Prevention, Hotel Housing and Shelter.
- April 2019 Began working with City of Newnan Planning Department to make sure The Lodge adhered to all city codes
- June 2019 Appeared before Code Commission in public hearing and was granted the two variances necessary to operate 108 W. Washington as a Shelter

- June 2019                    Began a fundraising campaign to secure necessary furnishings and monies to renovate, furnish and operate The Lodge. Applied for a building permit for the necessary renovations – ie, replacing one toilet with a shower.
- June 25, 2019                    Informed by DCA that we had been granted \$15,000.00 (out of the \$29,000.00 asked for the Shelter) from the ESG grant monies. Also informed by DCA that to receive these monies, we would have to have a 'Local Approval Form' signed and returned to them, no later than July 31<sup>st</sup>.

With city approval, I now need a form signed by you – a local approval form – so that our grant can proceed. I wasn't counting on the money; we have funds sufficient to open without the ESG monies, but it will certainly help us succeed.

I can be reached at the office at 770-683-7705 if you have any questions. I'm attaching a short plan that gives more details about The Lodge. Thank you for your time and attention to this matter.

Best,

Frankie Hardin, Executive Director

One Roof Outreach \* 255 Temple Avenue, Newnan, GA 30263 \* 770-683-7705

## **DOOR/ Phase Two: The Lodge**

### ***Plan & Budget***

Working with The Newnan Housing Authority, we would lease 108 W. Washington Street. We would renovate, furnish and operate the building as a Temporary Emergency Shelter for women and children who are suddenly homeless. The Lodge would have 8 beds, 2 cribs and an apartment for a live-in House Mother. The building currently has three half bathrooms and a kitchen.

To open The Lodge, the following will need to happen:

- The City of Newnan must approve. *Zoning Variances granted, June 4*
- The Housing Authority Board must give final approval and paperwork signed between HA and One Roof. *Lease is currently under review*
- The building must be cleared of furniture and things left behind by previous tenants. The walls need to be patched and painted. The carpet needs to be cleaned. *The Building has been cleared and painted.*
- A shower must be installed. A plumber has seen the building and given an estimate of \$5,000.00 for the work. If budget/funds allow, we will also install a washer/dryer unit. *Permit for the renovation work was submitted; awaiting City issue.*
- The Kitchen needs to be cleaned and stocked. *Done*
- Furnishings needed include: bunkbeds, sofas, dining table, lockers. We need to furnish the House Mother's apartment. We need a computer station. *Done. Over \$8,000 in new and used furnishings and equipment has been purchased and donated by the community.*
- Insurance must be secured. *In process*
- A House Mother must be found in the currently homeless population; interviewed, background checked and hired. She will need to have First Aid, CPR and Children's Sexual Abuse Prevention training. *In process*
- An Operations Manual that includes policies, procedures and a crisis plan must be written. *In process.*
- An additional Staff person at One Roof to provide client care and counseling will need to be hired. *Done*
- Corporate, Church and Foundation funding must be secured. *In process*
- Volunteers and Churches must be organized to support the mission. *In process*

## Lodge Budget

| <u>Item</u>     | <u>Amount</u> | <u>Source</u>                |
|-----------------|---------------|------------------------------|
| Rent (\$500/mo) | \$6,000.00    | St. Paul's Episcopal Church  |
| Utilities       | 10,000.00     | One Roof                     |
| Food & Supplies | 10,000.00     | Coweta Community Food Pantry |
| Renovation      | 6,000.00      | Individual Donations         |
| Furnishings     | 4,000.00      | Community                    |
| Insurance       | 4,000.00      | Family Foundation            |
| Staff           | 18,000.00     | Grant/One Roof               |
| Transportation  | 6,000.00      | Grant                        |

**Local Government Approval**

This form is required for Emergency Shelter applications only.

|                   |   |                          |                   |
|-------------------|---|--------------------------|-------------------|
| <b>To:</b>        | Georgia Department of Community Affairs                       |                          |                   |
| <b>Subject:</b>   | 2019 Application for Emergency Solutions Grants Program (ESG) |                          |                   |
| <b>Applicant:</b> | ONE ROOF OUTREACH   | <b>HMIS Agency Name:</b> | ONE ROOF OUTREACH |

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

| Project Name                      | Project Type – Application I<br>- Emergency Shelter | HMIS Project Name | Amount Requested |
|-----------------------------------|---|-------------------|------------------|
| THE LODGE                         | EMERGENCY SHELTER                                   |                   | 29,000.00        |
|                                   |   |                   |                  |
|                                   |   |                   |                  |
|                                   |   |                   |                  |
|                                   |   |                   |                  |
|                                   |   |                   |                  |
| <b>Total DCA Funds Requested:</b> |   |                   | 29,000.00        |

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

\_\_\_\_\_

Name of Approving Local Government

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

\_\_\_\_\_

Name of Authorized Official                      Signature of Authorized Official                      Date

*Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: John Shereikis, (404) 679-0609, email: john.shereikis@dca.ga.gov.*



Can we get the 5k on the calendar for November 9th 7 to 10 am. Same route as last time, thank you  
Frankey Henderson – Coweta County Schools

*6th Annual Newnan High School Student-Vet Connect Veterans Relief Fund 5k and dog walk*



**When:** Saturday November 9th, 2019 beginning at 8:15 am

**Where:** Newnan High School on Armory Road

**Run route:** This year we will start and finish at Newnan High School Armory Road location next to the National Guard Armory. The run will travel past historic Newnan homes and the Coweta County Veterans Memorial park.

**Details: NHS students \$25.00 all other participants \$30.00**

All money will directly benefit local Coweta County Veterans through the local VFW, American Legion Veterans Relief fund and Newnan High School Student Vet Connect.

All participants who register either on Active.com or by mail will receive a Run T-shirt and packet. T-shirts and packets can be picked up on Friday November 16th at the Newnan High located on Armory Road between 5:30-7:00 pm. Those that register the day of the event may not receive a T-shirt. Shirts will not be reordered.

RUNNERS MEDALS WILL BE AWARDED TO TOP THREE FINISHERS IN THESE AGE GROUPS BY GENDER: 12 and under, 13-19, 20-29, 30-39, 40-49, 50-59, 60-69, 70-79, 80+

Water and snacks will be provided as well as event day activities for kids and adults.

**Sponsors: All race sponsors will be represented on race day banner and shirts**

Medal of Honor Sponsor: 750.00-1000.00 Will co-host the event and receive their name and logo on the shirts, 4 race entries, can place materials in race day packet, will be given a race day table and place on race day banner.

Silver Star Sponsors: 500.00-750.00 Will receive large recognition on all event promotions, 3 race day entries, can place items in race day packet and will be given a table on race day.

Bronze Star Sponsors: 250.00-500.00 Will receive recognition on all event promotions, 2 race day entries, can place items in race day packet and will be given a table on race day.

Enlisted Sponsors: 100.00-250.00 will receive recognition on t-shirts, 1 race day entry; can place items in race day packet

**Course Description**

**The 5-kilometer (3.1 mile) loop course starts and finishes at Newnan High School Armory. The course will take you through some beautiful parts of old Newnan.**

### Entry Fee and Awards

Entry fee will be **30.00 for non-NHS students. Student fee is 25.00 (there is no charge for the fun run)** T-shirts will be provided to all who pre-register by November 9th. You may also purchase a shirt on the day of the event for 25.00\$. (Limited number available)The entry fee is non refundable. Proceeds benefit the Veterans Relief Fund of Coweta Co. Awards will be given to the top three finishers male and female based on age group.

### Registration and Packet Pick Up

At Newnan High School on Armory Road on Friday, November 8th from 5:30 to 7:00 p.m. and on race day from 7:00 am to 7:45 am. Races will begin at 8:15.

### Parking

Will be available all around the Newnan High Campus and is free of charge. Plenty of parking is available.

### OFFICIAL RACE ENTRY FORM

Enter all information below, including shirt size, and sign waiver, which is required to participate.

Name \_\_\_\_\_ Age \_\_\_\_\_ Male [ ] Female [ ]

Address \_\_\_\_\_ City/State/ ZIP \_\_\_\_\_

Date \_\_\_\_\_ Email address: \_\_\_\_\_

**PHANTOM RUNNER (NO NEED TO RUN NUMBER TO BE ASSIGNED)**

**I am registering for the: 5K Run Dog YES NO**

Shirt Size: \_\_\_\_\_ youth sizes \_\_\_\_\_

**ENTRY FEE ENCLOSED: \$ \_\_\_\_\_**

I would like to make an additional tax-deductible donation to the Veterans Relief fund in the amount of \$ \_\_\_\_\_.

**Mail Entry To: Newnan High School History Dept. C/O Veterans 5k 190 Lagrange St. Newnan, GA 30263 or drop off at main office.**

**Make checks payable to: NHS Social Studies Dept. C/O Veteran's 5K**

**Email for more information: [frank.henderson@cowetaschools.net](mailto:frank.henderson@cowetaschools.net)**

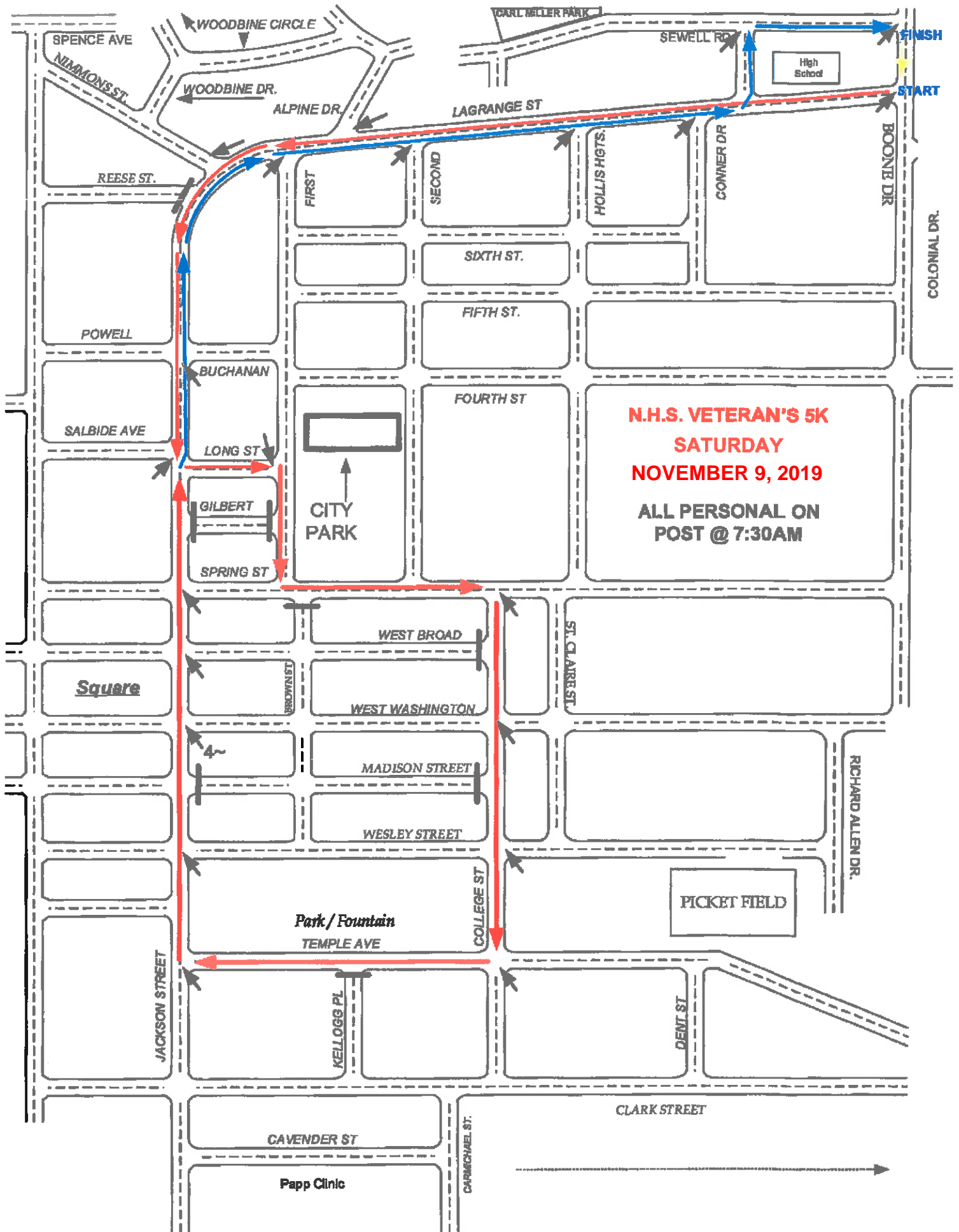
**Website: <http://www.cowetaschools.org/nhs/quesinberry/ssweb/>**

### RACE WAIVER – PLEASE READ AND SIGN TO PARTICIPATE

I know that running a road race is a potentially hazardous activity. I should not participate unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the event. I assume all risks associated with running this event, including, but not limited to, falls, contact with other participants, the effects of weather, traffic, and conditions of the road, all such risks being known and understood by me, having read this waiver and knowing these facts and in consideration of accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release Newnan High School and the Coweta County Board of Education and all, sponsors and agencies and municipalities, their representatives, and successors for all claims or liability of any kind arising out of my participation in this event. I grant permission to all of the foregoing to use any photographs, motion pictures, recordings or any other record of this event for any legitimate purpose.

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Signature of parent/guardian of participant under 18



**N.H.S. VETERAN'S 5K**  
**SATURDAY**  
**NOVEMBER 9, 2019**  
**ALL PERSONAL ON**  
**POST @ 7:30AM**

**START**

**FINISH**

SPENCE AVE

WOODBINE CIRCLE

WOODBINE DR.

ALPINE DR.

LAGRANGE ST

SEWELL RD

NIMMONS ST

High School

REESE ST.

FIRST

SECOND

HOLLIS HGTS.

CONNER DR

BOONE DIR

COLONIAL DR.

POWELL

SIXTH ST.

FIFTH ST.

BUCHANAN

FOURTH ST

SALBIDE AVE

LONG ST

CITY PARK

**N.H.S. VETERAN'S 5K**  
**SATURDAY**  
**NOVEMBER 9, 2019**  
**ALL PERSONAL ON**  
**POST @ 7:30AM**

GILBERT

SPRING ST

WEST BROAD

Square

WEST WASHINGTON

MADISON STREET

WESLEY STREET

Park / Fountain  
TEMPLE AVE

PICKET FIELD

JACKSON STREET

COLLEGE ST

RICHARD ALLEN DR.

KELLOGG PL

DENT ST

CLARK STREET

CAVENDER ST

Papp Clinic

CARMICHAEL ST.

**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).