



City of Hogansville  
**City Council**

Work Session Meeting Agenda

**Tuesday, July 6, 2021 – 7:00 pm**

**Meeting will be held at Hogansville City Hall,  
111 High Street, Hogansville, GA 30230**

Mayor: <i>William C. Stankiewicz</i>	2021	City Manager: <i>Jonathan H. Lynn</i>
Council Post 1: <i>Reginald Jackson</i>	2021	Assistant City Manager: <i>Lisa E. Kelly</i>
Council Post 2: <i>Marichal Price</i>	2021	City Attorney: <i>Alex Dixon</i>
Council Post 3: <i>Mandy Neese*</i>	2023	Chief of Police: <i>Jeffrey Sheppard</i>
Council Post 4: <i>Mark Ayers</i>	2023	
Council Post 5: <i>Toni Striblin</i>	2023	* Mayor Pro-Tem

**Work Session Meeting – 7:00 pm**

Call to Order - Mayor Stankiewicz  
Invocation & Pledge

Consent Agenda

1. Approval of Agenda: Regular Meeting, July 6, 2021
2. Approval of Minutes: Regular Meeting May 17, 2021
3. Approval of Minutes: Called Meeting May 21, 2021
4. Approval of Minutes: Work Session Meeting June 7, 2021
5. Approval of Minutes: Public Hearing and Called Meeting June 28, 2021

WORK SESSION ORDER OF BUSINESS

1. Lake Jimmy Jackson Rules
2. Amphitheater Discussion

NEW BUSINESS

1. 1<sup>st</sup> Reading – Ordinance Amendment – Parking at Hogansville City Hall and City Owned Parking Lots
2. MEAG IPT
3. Preliminary Platt Approval – Huntcliff Phase II
4. Preliminary Platt Approval – Shallow Creek Phases 2 and 2A
5. Setback and Heated Square Foot Variance Requests – Chad Caldwell

City Manager’s Report

Council Member Reports

1. Council Member Jackson
2. Council Member Price
3. Council Member Neese
4. Council Member Ayers
5. Council Member Striblin

Mayor’s Report

Adjourn

Upcoming Dates & Events

- July 19, 2021 | 7:00 pm – Regular Meeting of the Mayor and Council at Hogansville City Hall





## **Work Session and Regular Meeting**

**May 17, 2021**

*Meeting held at Hogansville City Hall, 400 East Main Street, Hogansville GA 30230*

### **WORK SESSION**

**Call to Order:** Mayor Bill Stankiewicz called the work session to order at 6:00 pm. Present were Council Members Marichal Price, Mandy Neese, Mark Ayers and Toni Striblin. Also present were City Manager Jonathan Lynn, Assistant City Manager Lisa Kelly, and City Attorney Alex Dixon. Council Member Reginald Jackson was not present for tonight's meeting.

### **Order of Business**

1. City Manager Jonathan Lynn presented the 2021/2022 Draft Budget to the Mayor and Council.

### **REGULAR MEETING**

**Call to Order:** Mayor Bill Stankiewicz called the Regular Meeting to order at 7:04 pm. Present were Council Members Marichal Price, Mandy Neese, Mark Ayers and Toni Striblin. Also present were City Manager Jonathan Lynn, Assistant City Manager Lisa Kelly and City Attorney Alex Dixon. Council Member Reginald Jackson was not present at tonight's meeting.

Pastor Terry Rainwater gave an Invocation and Mayor Stankiewicz led the Pledge of Allegiance.

### **Consent Agenda**

**Motion:** Council Member Striblin moved to approve the Consent Agenda, amending to add a Resolution – CDBG '21 to New Business. The motion was seconded by Council Member Price.

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

### **Executive Session**

#### ***1. Litigation Exemption.***

**Motion:** Motion was made by Council Member Striblin to enter into executive session at 7:10 pm under the litigation exemption. The motion was seconded by Council Member Ayers.

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Regular Meeting Reconvened at 7:33pm**

### **New Business**

#### ***1. Resolution – One Way Street Designation – College St***

**Motion:** Motion was made by Council Member Ayers to reverse the one-way direction of College Street to exit onto Main Street. The motion was seconded by Council Member Neese.

**Discussion:** Council Member Striblin asked about the possibility of making College Street both ways, having concerns about the trains blocking the crossing. Council Member Ayers stated that he is able to make a u-turn to turn around and said that College Street is too narrow for two-way traffic.

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

### ***2. Approval of Second Polling Location at St. Paul AME***

**Motion:** Council Member Neese moved to approve St. Paul AME as the Second Polling Location for Hogansville residents South of Main Street. The motion was seconded by Council Member Striblin.

**Discussion:** Mayor Stankiewicz explained that the County will also need to approve the second polling location, but asked the City to act first.

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

### ***3. Bid Award – Lofton Park***

**Motion:** Council Member Striblin moved to award the bid to Daniel Hamilton & Associates in the amount of \$197,187.09 for the construction of Isaiah Lofton Park. The motion was seconded by Council Member Price.

**Discussion:** None

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

### ***4. Bid Award – Pine Street Paving***

**Motion:** Council Member Neese moved to adopt a Resolution to award the bid to Shepco in the amount of \$356,482 for paving Pine Street, as well as repairing and paving sidewalks, curbs and gutters. The motion was seconded by Council Member Price.

**Discussion:** None

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

### ***5. Grant Application – TAP***

**Motion:** Council Member Neese moved to authorize the City to prepare and submit the application for the DOT TAP program, which would extend the City's sidewalks along Oak Street to E. Boyd Rd and install sidewalks on W. Boyd Rd from Highway 29 to West Main Street. The motion was seconded by Council Member Striblin.

**Discussion:** None

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

### ***6. Acceptance of Grant Award – United Way Emergency Food and Shelter***

**Motion:** Council Member Striblin moved to accept the Grant Award of \$5,000 from the United Way and will be administered through the Hogansville Food Bank Program. The motion was seconded by Council Member Neese.

**Discussion:** Hogansville Police Department applied for the Grant from the Troup County United Way CARES Coronavirus Aid, Relief, and Economic Security through its Emergency Food and Shelter Program. The award will be used locally for emergency food and temporary hotel vouchers.

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

**7. Resolution – CDBG '21**

**Motion:** Council Member Price moved to adopt a Resolution authorize the City to apply for the CDBG '21. The motion was seconded by Council Member Neese.

**Discussion:** The resolution would authorize the City to apply for the CDBG '21 grant in the amount of \$750,000 for water system improvements on West Main Street, Brazell Street and Carden Street.

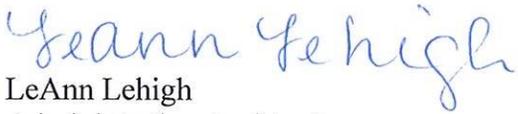
**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

**ADJOURNMENT**

On a motion made by Council Member Neese and dually seconded, Mayor Bill Stankiewicz adjourned the meeting 8:06pm.

Respectfully,



LeAnn Lehigh  
Administrative Assistant  
City of Hogansville



**Called Meeting**  
**May 21, 2021**

*Meeting held at Hogansville City Hall, 400 E. Main Street, Hogansville GA 30230*

**Call to Order:** Mayor Bill Stankiewicz called the special called meeting to order at 5:08 pm. Present were Council Members Marichal Price, Mandy Neese, and Toni Striblin. Also present were City Manager Jonathan Lynn, Assistant City Manager Lisa Kelly, and City Attorney Alex Dixon. Council Members Reginald Jackson and Mark Ayers were absent from tonight's meeting.

**ORDER OF BUSINESS**

***1. Amended Resolution – Service Delivery Strategy***

**Motion:** Motion was made by Council Member Neese to approve the amended resolution involving all three agreements, SDS, LOST and IGA – Fire Services, with the intergovernmental agreement being the only update. The motion was seconded by Council Member Striblin.

**Discussion:** None

**Roll Call Vote:** Price (Yea), Neese (Yea), Striblin (Yea)

**Motion Passed 3-0**

**ADJOURNMENT**

On a motion made by Council Member Striblin and dually seconded, Mayor Bill Stankiewicz adjourned the meeting at 5:10 PM.

Respectfully,

LeAnn Lehigh  
Administrative Assistant  
City of Hogansville



**Public Hearing & Work Session**  
**June 7, 2021**

*Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230*

**PUBLIC HEARING**

A Public Hearing was held at 7:00 pm to hear citizen comments on the 2021/2022 proposed budget. Pastor Terry Rainwater said he was impressed and all the hard work is much appreciated. The public hearing was closed at 7:01pm.

**WORK SESSION MEETING**

**Call to Order:** Mayor Bill Stankiewicz called the Work Session to order at 7:01 pm. Present were Council Members Marichal Price, Mandy Neese, Mark Ayers and Toni Striblin. Also present were City Manager Jonathan Lynn, Assistant City Manager Lisa Kelly, and City Attorney Alex Dixon. Council Member Reginald Jackson was not present at tonight's meeting.

**Executive Session**

Council Member Neese moved to go into Executive Session at 7:04 pm under the Personnel and Litigation Exemptions. The motion was seconded by Council Member Price.

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

**Meeting reconvened at 7:20pm**

**Order of Business**

***1. Budget Discussion***

There was no discussion on this item.

***2. Broadband Discussion***

Andy Mackey presented service area potential for expansion of Comcast service area and asked for \$750k of the City's CARES ACT money. He stated that there may be other opportunities for funding at the Federal and State levels. Mayor Stankiewicz asked if the number of homes increases, would the cost to the City increase? Mr. Mackey confirmed the cost could potentially change under those circumstances. Council Member Striblin noted that \$900k was slotted for water system improvements. She feels that infrastructure at this point is more important than broadband infrastructure. She feels we should consider at a later time. Council Member Ayers inquired if all addresses within the City would have service with this extension, to which, Mr. Mackey confirmed.

***3. Amphitheater***

City Manager Jonathan Lynn explained that \$300k has been ear-marked for rehab of the amphitheater. Trees were cut down and seed and hay will be laid down. A rendering of a bandshell was presented for thoughts. Council Member Striblin would like to seek expert advice on a business plan. There were concerns of erosion and she said we should consider landscaping. She would like to hear citizen comments and concerns moving forward.

**Adjournment**

On a motion made by Council Member Striblin and dually seconded, Mayor Bill Stankiewicz adjourned the meeting at 7:58pm.

Respectfully,

LeAnn Lehigh  
Administrative Assistant  
City of Hogansville



## **Public Hearing and Called Meeting**

**June 28, 2021**

*Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230*

### **PUBLIC HEARING**

Public Hearing to Hear Citizen Comments on the Proposed 2021/2022 Budget. No citizen comments were made, and the hearing was closed at 5:01pm.

### **CALLED MEETING**

**Call to Order:** Mayor Bill Stankiewicz called the Called Meeting to order at 5:02 pm. Present were Council Members Marichal Price, Mandy Neese, Mark Ayers and Toni Striblin. Also present were City Manager Jonathan Lynn, Assistant City Manager Lisa Kelly, and City Attorney Alex Dixon. Council Member Reginald Jackson was not present at tonight's meeting.

### **ORDER OF BUSINESS**

#### ***1. Adoption of the 2021/2022 Budget***

**Motion:** Motion was made by Council Member Neese to adopt the 2021/2022 budget. The motion was seconded by Council Member Price.

**Discussion:** None

**Roll Call Vote:** Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

**Motion Passed 4-0**

#### ***2. Swearing in of New Hogansville Police Chief Jeffrey Sheppard***

Judge James Baker performed the swearing in of new Chief of Police Jeffrey Sheppard.

### **ADJOURNMENT**

On a motion made by Council Member Neese and dually seconded, Mayor Bill Stankiewicz adjourned the meeting at 5:15 pm.

Respectfully,

LeAnn Lehigh  
Deputy City Clerk  
City of Hogansville



Mayor Bill Stankiewicz  
Reginald Jackson, Post 1  
Marichal Price, Post 2  
Mandy Neese, Post 3  
Mark Ayers, Post 4  
Toni Striblin, Post 5



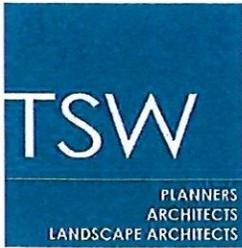
Jonathan Lynn, City Manager  
Lisa Kelly, Assistant City Manager  
Alex Dixon, City Attorney

111 High Street  
Hogansville GA 30230  
706-637-8629 | cityofhogansville.org

**City of Hogansville**  
**Lake Jimmy Jackson Park Rules and Regulations**  
*Updated 07/06/2021*

The following general daily use rules and regulations are for Lake Jimmy Jackson Park. These rules also apply to any city-permitted special event at the Park.

- A. A personal flotation device is required when boating regardless of permitted watercraft used.
- B. Alcohol is prohibited in the park at all times.
- C. Amplified music is not permitted unless authorized in writing by the City Manager.
- D. Bicycles are permitted but limited to paved areas and are not permitted on boat docks or launch.
- E. Building of fires is prohibited outside of city-installed grilling mechanisms.
- F. Camping is not permitted.
- G. Damaging, defacing or removing any plant, animal, natural feature, object, sign structure, equipment or other material is strictly prohibited.
- H. Slingshots, bows and arrows are strictly prohibited.
- I. Fishing is permitted on all established fishing docks.
- J. A valid Georgia fishing license will be required per state of Georgia requirements.
- K. Glass bottles of any kind are prohibited. Waste paper, aluminum cans, tin cans, rubbish, and debris of all kinds shall be deposited in the containers provided for that purpose. All areas shall be left in a clean and orderly condition.
- L. Indecent language, excessively loud noise, disorderly conduct, immoral actions or nudity is not permitted.
- M. It is unlawful to hurt, molest, harm, trap, kill, shoot, or release any animal, reptile or bird.
- N. No person shall drive in any area except parking lots and shall not drive in excess of ten (10) miles per hour.
- O. No person shall enter an area, building or roadway posted as "No Admittance" or "Closed to the Public."
- P. Smoking only in designated areas and will be marked by onsite signage only.
- Q. Only non-motorized watercraft are permitted in the lake, including kayaks, canoes, paddle boats, windsurfers, row boats, and long boards, battery-operated trolling motors are an exception provided they do not create a wake.
- R. Inflatable, motorized watercrafts and personal watercrafts/water scooters are not permitted.
- S. Solicitation of any business or is prohibited.
- T. No person, firm or corporation is permitted to offer or advertise merchandise or other goods for sale unless part of an approved activity by the City Manager.
- U. Swimming in the lake is allowed only in the designated area.
- V. The park shall remain open from dawn until dusk unless otherwise posted.
- W. Use of metal detectors is prohibited.
- X. ATVs, RTVs, and other off-road vehicles are prohibited.
- Y. Pets must be on a leash at all times and must not enter beach area at any time.
- Z. No diving, running, jumping, or backflips allowed from established docks.



July 18, 2021

Mr. Jonathan Lynn, City Manager  
City of Hoganville  
400 East Main Street  
Hogansville, GA 30230

1447 Peachtree Street, NE  
Suite 850  
Atlanta, GA 30309

Phone: 404.873.6730  
www.tsw-design.com

*Principals:*  
William Tunnell  
Jerry Spangler  
Thomas Walsh  
Caleb Racicot  
Adam Williamson  
Bryan Bays  
Heather Hubble

**RE: Hogansville Amphitheatre Concept Planning**

This scope of services includes development of surveying and concept planning services for an historic amphitheater that is a 2.43-acre site located at 609 E Main Street, Hogansville, Georgia.

**TASK 1. SURVEY**

We will provide a complete topographic survey for the referenced site. Contours will be depicted at a two (2) foot interval and will be based vertically on the nearest available vertical benchmark. All above ground existing features including, but not limited to, curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. will be shown.

**TASK 2. SITE VISIT AND MEETINGS**

The team will visit the site and meet with the City to determine program. The team will photograph the existing structures (seat walls and stage) and site to determine the best design approach. The team will meet with the City virtually to review the concept plans (2 meetings).

**TASK 3. CONCEPT PLAN & STAGE DESIGN**

The team will use the survey to create a concept plan for the City to review. The plan will include hardscape and landscape call outs for proposed materials that will be used to develop a cost estimate in the final step. The design strategies will emphasize rehabilitation of the amphitheater seating, stage and adding a food truck area. In addition, parking, mobile bathrooms and ADA access will be analyzed. The team will create an illustration of the stage and roof design based off of the existing footprint. Included is one revision based on City comments.

**TASK 4. COST ESTIMATING**

The team will provide preliminary budgetary construction cost estimates based on the concept plan. Allowances will be made for demolition, erosion control, and other site related improvements.





April 13, 2021

Mr. Jonathan Lynn  
City Manager  
City of Hogansville  
400 E Main St  
Hogansville, GA 30230

**Goodwyn Mills Cawood**

6120 Powers Ferry Road NW  
Suite 350  
Atlanta, GA 30339

T (770) 952-2481  
F (770) 955-1064

www.gmcnetwork.com

RE: Amphitheater Park Renovation | Hogansville, GA via: e-mail

Dear Jonathan:

Goodwyn Mills and Cawood, Inc (GMC) appreciates the opportunity to submit a proposal for professional services for the proposed Amphitheater Park Renovation in Hogansville, Georgia. We have prepared this proposal for your review and comment and we look forward to working with you throughout this project. This proposal will define the general scope of the work, our project team, and our proposed services along with the compensation structure therefore.

**A> PROJECT SCOPE:**

The proposed project is comprised of a 2.43 acres lot. Parcel 0213B005006A is currently an existing park with an amphitheater and tennis courts. The basic scope will include the design of demolition, grading and drainage, erosion and sedimentation control, electrical design, landscape design, and hardscape design. The professional services that GMC will include in this proposal are: Civil Engineering, Landscape Architecture, Electrical Engineering, Survey Services and Construction Administration.

**B> PROJECT TEAM:**

The following group of Design and Consulting Professionals are being proposed as the design team:

Civil Engineering:	Goodwyn, Mills, and Cawood, LLC.
Landscape Architecture:	Goodwyn, Mills, and Cawood, LLC.
Electrical Engineering:	Goodwyn, Mills, and Cawood, LLC.
Survey Services:	Goodwyn, Mills, and Cawood, LLC.
Construction Administration:	Goodwyn, Mills, and Cawood, LLC.

**C> BASIC SERVICES:**

We have included comprehensive consulting services associated with the above described project scope. Provided consulting services include the following:

- **Civil Engineering:** GMC will provide full-service Civil Engineering design services to include the following scope: general notes, demolition, detail grading with additional detailed "blow ups" as required, drainage with profiles (if any), any adjustments to existing drainage, and erosion control/BMP's. During construction we will review site related shop drawings and respond to site related Requests for Information, attend a pre-con meeting, and perform a final inspection. GMC will prepare all construction drawings using Civil 3D and will circulate those documents to the owner and other consultants using the 2019 or earlier release. GMC will invoice the Owner monthly, based on percent complete.
- **Landscape Architecture:** GMC will provide design for general landscaping, hardscape walkways for accessibility/connectivity and irrigation if warranted for parking lot and perimeter landscaping. During construction we will review landscape related shop drawings and respond to site related Requests for Information, attend a pre-con meeting, and perform a final inspection
- **Electrical Engineering:** GMC will provide the design of the infrastructure for the utility services into the site. The design will include the control system associated with the sports field lighting. The lighting design will be to either meet the owner requirements or the requirements (foot-candle levels) as per the IES recommendations.



- *Survey Services:* Surveys will be tied to Georgia State Planes Coordinate System, (East Zone), NAD 83(2011), EPOCH-2010, NAVD88, GEIOD 12B, US Survey Feet , and show contours at 1' intervals. The survey will be tied to NGS Control Monuments. GMC will set site control along the surveyed route. All visible utilities will be shown. No manual excavation of underground utilities will be included with this survey. Utilities locate will be called in to Georgia 811.
- *Construction Administration:* During this portion of the project GMC will provide Administration of the Contract for Construction. GMC will conduct regular jobsite meetings to facilitate the progress of the work and help maintain the design concept through construction. This portion of the project will include review of monthly pay applications, field reports, preparation of punch-list items and project close-out.

**D> EXCLUDED SERVICES:**

The following services are to be considered as specifically not included in this scope. Some of these items may be provided at a negotiated fee if desired by the Owner or as they become necessary for agency approval.

- Environmental testing, permitting and/or agency fee
- Laboratory analytical and construction material testing
- Inspections/testing on existing infrastructure to ascertain its condition
- All fees and/or bonds required by jurisdictional agencies
- Ground-penetrating radar for identification of subsurface obstructions
- Hydrology study or new 100-year flood determination
- Platting, subdividing and/or joining of parcels
- Rezoning of any property
- As-Built Services or Surveys
- Utility connection fees, impact fees, and/or tap fees or permit fees
- Traffic or Light Warrant Studies
- Foundation / Structural designs
- Retaining wall designs
- Inspections/testing on existing infrastructure to ascertain its condition
- Owner-requested changes following commencement of design efforts
- Geotechnical Reports and services
- Construction survey staking/verification

**E> COMPENSATION & FORM OF CONTRACT:**

**BASIC & SPECIAL SERVICES FEES:**

We propose performing the work illustrated above under the "Scope of Services" sections in accordance with the following schedule. We calculate services in one of three manners:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.
- *Lump Sum (LS)* fees are fixed fees.
- *Hourly (H)* fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee (See GMC Hourly Rate Schedule, updated annually in July).
- *Unit Price (EA)* fees for unit-based services are invoiced on a per-unit basis.
- *Allowances (Allow)* are occasionally included for anticipated work that is not yet quantifiable.

	FEE CALCULATION			TYPE
BASIC SERVICES:	Civil Engineering Landscape Architecture Survey Services	=	\$31,000	LS
	Architecture	=	\$24,500	LS
	Construction Administration	=	\$3,000	LS

**REIMBURSABLE EXPENSES:**

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with



maintaining our CAD software and systems as reimbursable expenses. The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Automobile Miles: Mileage incurred by our employees and associated with the project for the meetings specified in this proposal will be a reimbursable expense.
- Travel Expenses: Costs incurred by our employees associated with the project for out of town travel, such as meals, hotels, car rentals, and flights are considered Owner reimbursable expenses and will be billed monthly. GMC doesn't expect any out of town travel associated with this project for its employees and if the situation occurs where travel of this nature is necessary, GMC will request approval from the client in advance of said travel.
- Consultant Expenses: The reimbursable expenses of our Consultants are Owner reimbursable expenses and include travel expenses, printing costs for drawings transmitted to GMC, mileage, lodging, out-of-town meals, and similar project related charges.

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined LS
- Design Consultants: 1.2 times the invoice amount submitted to GMC

F> HOURLY RATES AND CONTRACT TERMS:

Please see "Attachment A" for the current GMC Standard Rates and Fee Schedule and "Attachment B" for the GMC Standard Contract Provisions. These attachments will be considered a part of this agreement.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:  
GOODWYN, MILLS AND CAWOOD, INC.

Accepted:  
City of Hogansville

John Bricken, PLA  
EVP Landscape Architecture & Planning

Jonathan Lynn, City Manager

Kathryn D. Strickland, PE  
Project Manager



ATTACHMENT A  
2021  
Standard Rate and Fee Schedule

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$170.00
Field Crew Supervisor	\$150.00
Survey Crew (two-man survey crew)	\$150.00
Survey Crew (three-man survey crew)	\$185.00
Survey Crew (four-man survey crew)	\$215.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.56 per mile
Travel/ Meals/ Lodging	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day



## ATTACHMENT B

### GOODWYN, MILLS & CAWOOD, INC.

### STANDARD CONTRACT PROVISIONS

#### ASSIGNMENT

Neither party to this Agreement shall assign, or transfer any rights under or interest in this Agreement without the prior written consent of the other party except that ENGINEER may retain sub-consultants as ENGINEER deems appropriate and ENGINEER may make a collateral assignment of this Agreement to its lenders.

#### DISPUTE RESOLUTION

OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation unless the parties mutually agree otherwise. Within fifteen (15) days of receipt by one party of notice of a dispute and demand for mediation from the other party, the parties shall jointly select a mediator and shall conduct mediation within (30) days of receipt by one party of notice of a dispute and demand for mediation from the other party. The cost of mediation shall be paid equally by both parties. In the event a mediator is not selected within the fifteen (15) day period or if mediation has not occurred within said thirty (30) day period (or at such other time as agreed to in writing by the parties), then the parties shall mediate such dispute in accordance with the Commercial Arbitration Rules and Mediation of the American Arbitration Association. The OWNER and the ENGINEER further agree to require a similar mediation provision in all agreements with independent contractors and consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### ALLOCATION OF RISKS - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's services under this Agreement. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by OWNER and ENGINEER in "Allocation of Risks", if any.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants from any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by OWNER, OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

If the OWNER requests drawings furnished by electronic media, the OWNER shall sign an agreement specifically excluding ENGINEER's liability from any use of such electronic media.

#### STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's service.

This Agreement is based on applicable laws, regulations, standards, and requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and compensation.

## FAILURE TO PAY

If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, then amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.

## TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided however, that if the failure is of such a nature that it cannot be cured within said thirty (30) day period, no right to terminate shall exist so long as the correcting party is diligently and in good faith pursuing the correction of the failure. The OWNER shall within thirty (30) calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

## OPINIONS OF PROBABLE CONSTRUCTION COST

ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

## CONSTRUCTION PHASE SERVICES

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees, agents or sub-consultants at a construction site, shall relieve any contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents or for the failure of any person or entity to carry out the work in accordance with any contract documents. Notwithstanding any inspections by ENGINEER or its employees, agents or sub-consultants, ENGINEER shall have no liability for the failure of any person or entity to carry out any work in accordance with any contract documents.

## JOBSITE SAFETY

ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy. The ENGINEER and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

## UNUSUAL OR CONCEALED PHYSICAL CONDITIONS

In the event ENGINEER encounters concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered in similar work, the OWNER agrees the ENGINEER's scope of services, times of performance, and compensation shall be equitably adjusted.

MISCELLANEOUS PROVISIONS:

- a. **Notice:** All notices, requests, demands, tenders and other communications required or permitted hereunder shall be made in writing and shall be deemed to be duly given if delivered in person or mailed certified mail, return receipt requested, to the addresses set forth. Either party hereto may change the address to which notices, requests, demands, tenders and other communications to such party shall be delivered or mailed by giving notice to the other party hereto in the manner herein provided.
- b. **Waiver:** Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on another occasion.
- c. **Amendments:** This Agreement may be amended or modified only by a writing signed by both of the parties hereto.
- d. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- e. **Governing Law:** The validity and effect of this Agreement shall be governed, construed and enforced under the laws of the State of Georgia.
- f. **Entire Agreement:** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein.
- g. **Section Headings:** Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
- h. **Time:** Time shall be of the essence in this Agreement.
- i. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- j. **Costs of Enforcement:** In the event that any party hereto defaults in the performance of its obligations hereunder, the non-defaulting party shall be entitled to recover from the defaulting party all fees, costs and expenses (including attorneys' fees and expenses) incurred in enforcing the provisions of this Agreement.
- k. **Construction of Agreement:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- l. **No Third-Party Beneficiary:** This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations or liabilities of any nature whatsoever.



**AN ORDINANCE**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND SECTIONS 94-84 and 94-85 OF THE CODE OF THE CITY RELATED TO PARKING; TO LIMIT PARKING IN FRONT OF CITY HALL AND REFLECT THE CHANGE IN THE LOCATION OF CITY HALL; TO PROHIBIT OVERNIGHT PARKING IN PARKING LOTS WITHIN THE CITY AND RESTRICT PARKING ALONG CITY STREETS; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE COUNCIL OF THE CITY OF HOGANSVILLE HEREBY ORDAINS:

**SECTION 1:**

That Sections 94-84 and 94-85 of the Code of Ordinances of the City of Hogansville be modified by deleting both of said sections, in their entirety, and inserting in lieu thereof new Sections 94-84 and 94-85 to read as follows:

**“Sec. 94-84. – Parking at City Hall.**

It shall be unlawful to park any vehicle on High Street in front of the City Hall between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday of each week, for periods of more than fifteen minutes. There shall be no parking in front of City Hall on the south side of High Street at any time. The police department shall patrol and keep appropriate notice of these parking restrictions on High Street in front of the City Hall.

**Sec. 94-85. – No overnight parking in City parking lots; Parking only in marked parking spaces.**

There shall be no overnight parking in City of Hogansville parking lots between the hours of 1:00 a.m. and 6:00 a.m., nor shall there be parking along any City streets except in marked parking spaces.

- (1) Parking is prohibited on the east side of Lawrence Street for a distance of 225 feet from the intersection of Church Street to the entrance of Melson Homes.
- (2) The no parking zone on the north side of East Main Street located near 412 East Main Street, also known as the Old Post Office, is a two-hour parking zone.”

**SECTION 2:**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance shall be and the same are hereby repealed.

**SECTION 3:**

This ordinance, after adoption by the Council and upon approval by the Mayor, shall become effective immediately.

INTRODUCED AND FIRST READING \_\_\_\_\_

SECOND READING AND ADOPTED/REJECTED \_\_\_\_\_

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

CITY COUNCIL  
Mayor Bill Stankiewicz  
Reginald Jackson, Post 1  
Marichal Price, Post 2  
Mandy Neese, Post 3  
Mark Ayers, Post 4  
Toni Striblin, Post 5



Jonathan Lynn, City Manager  
Lisa Kelly, Assistant City Manager  
Alex Dixon, City Attorney

111 High Street  
Hogansville GA 30230-1196  
706-637-8629 | cityofhogansville.org

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## COUNCIL ACTION FORM

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**MEETING DATE:** July 6, 2021 **SUBMITTED BY:** Jonathan Lynn

**AGENDA TITLE:** Council Approval of IPT Agreement with City of Monroe

**CLASSIFICATION** (City Attorney must approve all ordinances, resolutions and contracts as to form)

- |  |                                     |   |   |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____)  | <input type="checkbox"/> Contract   | <input type="checkbox"/> Information Only             | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other          |

**BACKGROUND** (Includes description, background, and justification)

The City has received correspondence from MEAG that there is the possibility that we will need to have an Interparticipant Transfer Agreement [IPT] with another MEAG city in place in the event that we need excess electric capacity during peak load times. While this number is very minimal, if excess is needed it could potentially save the City thousands of dollars by not having to obtain excess capacity in the open market and be subject to market rates for electricity.

MEAG reached out to member cities to determine if any of those would be willing to transfer some of their excess power through this IPT to the City of Hogansville and the City of Monroe has offered to do such.

This agreement is only used if the City needs to acquire an additional amount of electricity and not without such need.

**BUDGETING & FINANCIAL IMPACT** (Includes project costs and funding sources)

Any costs will be associated with the electric enterprise fund account and passed along through usage fees to utility billing customers.

**STAFF RECOMMENDATION** (Include possible options for consideration)

Staff recommends approving IPT between the City of Monroe and Hogansville.



March 5, 2021

City of Monroe, Georgia  
Attn: The Honorable John Howard, Mayor  
215 North Broad Street  
Monroe, GA 30655

City of Hogansville, Georgia  
Attn: The Honorable Bill Stankiewicz, Mayor  
400 East Main Street  
Hogansville, Georgia 30230

**Re: MEAG Power Sale of Excess Reserve Capacity to the City of Hogansville  
on Behalf of the City of Monroe**

Dear Mayor Howard and Mayor Stankiewicz:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Monroe, Georgia ("Monroe"), and the City of Hogansville, Georgia ("Hogansville") for MEAG Power's sale on behalf of Monroe of certain excess reserve capacity to Hogansville pursuant to Section 312 of the Power Sales Contract between MEAG Power and Monroe. 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, Monroe and Hogansville, it is understood and agreed that:

**(1) Sale of Excess Reserve Capacity by MEAG Power on Behalf of Monroe.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Monroe, Monroe has declared capacity in the amount of 474 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Monroe has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Hogansville.

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

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

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



**(2) Purchase of Excess Reserve Capacity by Hogansville.** Hogansville agrees to purchase the Sale Amount for a price of \$6.00 per kW-year (the "Contract Price"). MEAG Power shall bill Hogansville for such amount and Hogansville shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Hogansville.

**(3) Costs.** Monroe 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 Monroe to enable it to verify any such costs.

**(4) Indemnification.** Monroe 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, Monroe's sale of excess reserve capacity pursuant to this Letter Agreement, only to the extent permitted by law.

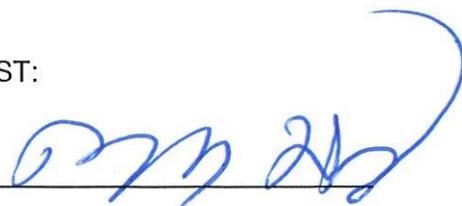
**(5) Term.** The initial term of the sale of Monroe's excess reserve capacity to Hogansville pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2021 and end at 2400 hours on December 31, 2021. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Monroe's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

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

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Monroe and Hogansville, 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 7<sup>th</sup> day  
of April, 2021.  
Month Year

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

**CITY OF MONROE**

**CITY OF HOGANSVILLE**

By: *John S. Reed*

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

ATTEST:  
*Debbie Kirk*  
City Clerk

ATTEST:  
\_\_\_\_\_  
City Clerk

[SEAL]

[SEAL]

CITY COUNCIL  
Mayor Bill Stankiewicz  
Reginald Jackson, Post 1  
Marichal Price, Post 2  
Mandy Neese, Post 3  
Mark Ayers, Post 4  
Toni Striblin, Post 5



Jonathan Lynn, City Manager  
Lisa Kelly, Assistant City Manager  
Alex Dixon, City Attorney

400 E Main St  
Hogansville GA 30230-1196  
706-637-8629 | cityofhogansville.org

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## COUNCIL ACTION FORM

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**MEETING DATE:** July 6, 2021

**SUBMITTED BY:** Lynne Miller 

**AGENDA TITLE:** Shallow Creek Phases 2 and 2A Preliminary Plat

**CLASSIFICATION** (City Attorney must approve all ordinances, resolutions and contracts as to form)

- |  |                                     |   |   |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____)  | <input type="checkbox"/> Contract   | <input type="checkbox"/> Information Only             | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other          |

**BACKGROUND** (Includes description, background, and justification)

Applicant and owner Shallow Creek Subdivision LLC is seeking preliminary plat approval for Phases 2 and 2A of the Shallow Creek Subdivision at US 29 and Mobley Bridge Road. The 38 new lots will wrap around the existing subdivision and be developed as one phase.

The City's 2021-2041 Comprehensive Plan calls the land in this vicinity the Residential Character Area, which encourages a variety of housing. The proposed multi-family use is appropriate. The Hogansville Planning and Zoning Commission met with the applicant representative on May 20, 2021. The P&Z Commission voted to recommend approval of the preliminary plat.

**BUDGETING & FINANCIAL IMPACT** (Includes project costs and funding sources)

N/A

**STAFF RECOMMENDATION** (Include possible options for consideration)

Approve this preliminary plat, as recommended by the Hogansville Planning and Zoning Commission.

# Shallow Creek Hogansville, LLC

1226 Hwy 16 E, Newnan, GA 30263

678-423-0586

City of Hogansville  
400 E Main Street  
Hogansville, GA 30230

RE: Shallow Creek S/D – Troup County Tax Parcel No. 0244D 010013

To Whom It May Concern:

We are requesting approval of preliminary plat on behalf of the owner of Shallow Creek Hogansville, LLC for: Shallow Creek Subdivision, Phase 2 & Phase 2A. The property is currently zoned R-3 and will be developed in one phase. We plan to have Phases 2 & 2A of Shallow Creek served by City of Hogansville Water and Sewer, and we do not have plans to annex any additional property into the City of Hogansville.

Developer's Contact:

Shallow Creek Hogansville, LLC / Chad Caldwell  
1226 Hwy 16 E  
Newnan, GA 30263  
678-423-0586  
[jennie@piedmontpaving.com](mailto:jennie@piedmontpaving.com)

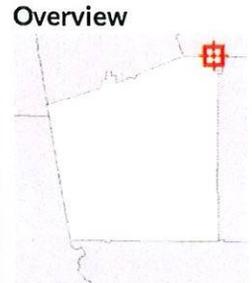
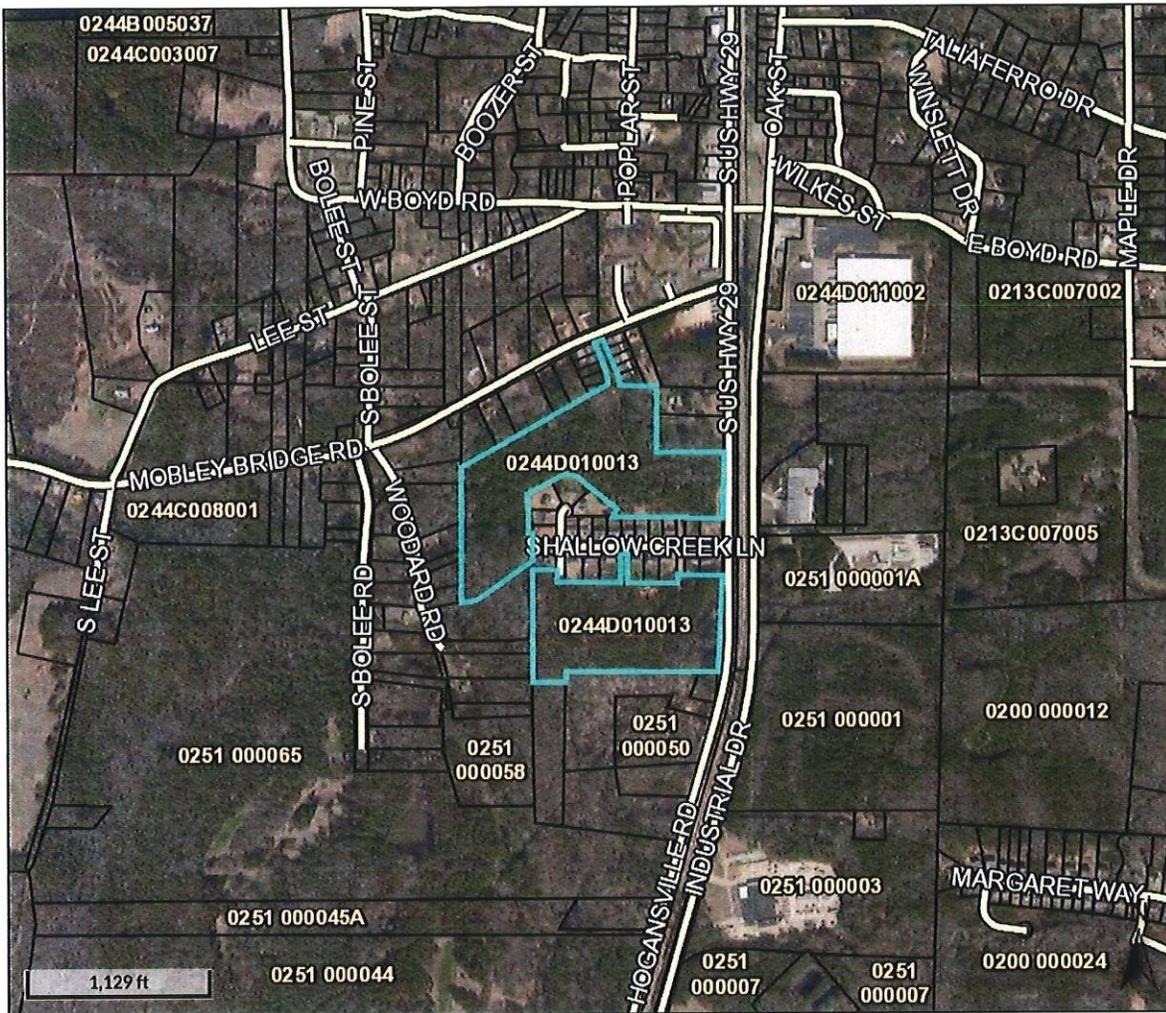
Agent's Contact:

James Stothard / Stothard Engineering, Inc  
1008 Colquitt Street  
LaGrange, GA 30241  
706-884-5279  
[stothard@stothard-engineering.com](mailto:stothard@stothard-engineering.com)

Sincerely,



Chad Caldwell



**Legend**  
 □ Parcels  
 = Roads

<b>Parcel ID</b>	0244D010013	<b>Owner</b>	SHALLOW CREEK HOGANSVILLE LLC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Agricultural		1226 HWY 16	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	18-HOGANSVILLE		NEWNAN, GA 30263	12/1/2017	\$100000	N	U
<b>Acres</b>	34.18	<b>Physical Address</b>	MOBLEY BRIDGE RD	4/7/2003	\$500000	T	U
		<b>Assessed Value</b>	Value \$352570				
		<b>Land Value</b>	Value \$18-R2				
		<b>Improvement Value</b>	Value \$1226 HWY 16				
		<b>Accessory Value</b>	Value \$NEWNAN				

(Note: Not to be used on legal documents)

Date created: 5/12/2021  
 Last Data Uploaded: 5/11/2021 11:37:54 PM

# Shallow Creek Hogansville, LLC

1226 Hwy 16 E, Newnan, GA 30263

678-423-0586

City of Hogansville  
400 E Main Street  
Hogansville, GA 30230

RE: Shallow Creek S/D – Troup County Tax Parcel No. 0244D 010013

To Whom It May Concern:

We are requesting approval of preliminary plat on behalf of the owner of Shallow Creek Hogansville, LLC for: Shallow Creek Subdivision, Phase 2 & Phase 2A. The property is currently zoned R-3 and will be developed in one phase. We plan to have Phases 2 & 2A of Shallow Creek served by City of Hogansville Water and Sewer, and we do not have plans to annex any additional property into the City of Hogansville.

Developer's Contact:

Shallow Creek Hogansville, LLC / Chad Caldwell

1226 Hwy 16 E

Newnan, GA 30263

678-423-0586

[jennie@piedmontpaving.com](mailto:jennie@piedmontpaving.com)

Agent's Contact:

James Stothard / Stothard Engineering, Inc

1008 Colquitt Street

LaGrange, GA 30241

706-884-5279

[stothard@stothard-engineering.com](mailto:stothard@stothard-engineering.com)

Sincerely,



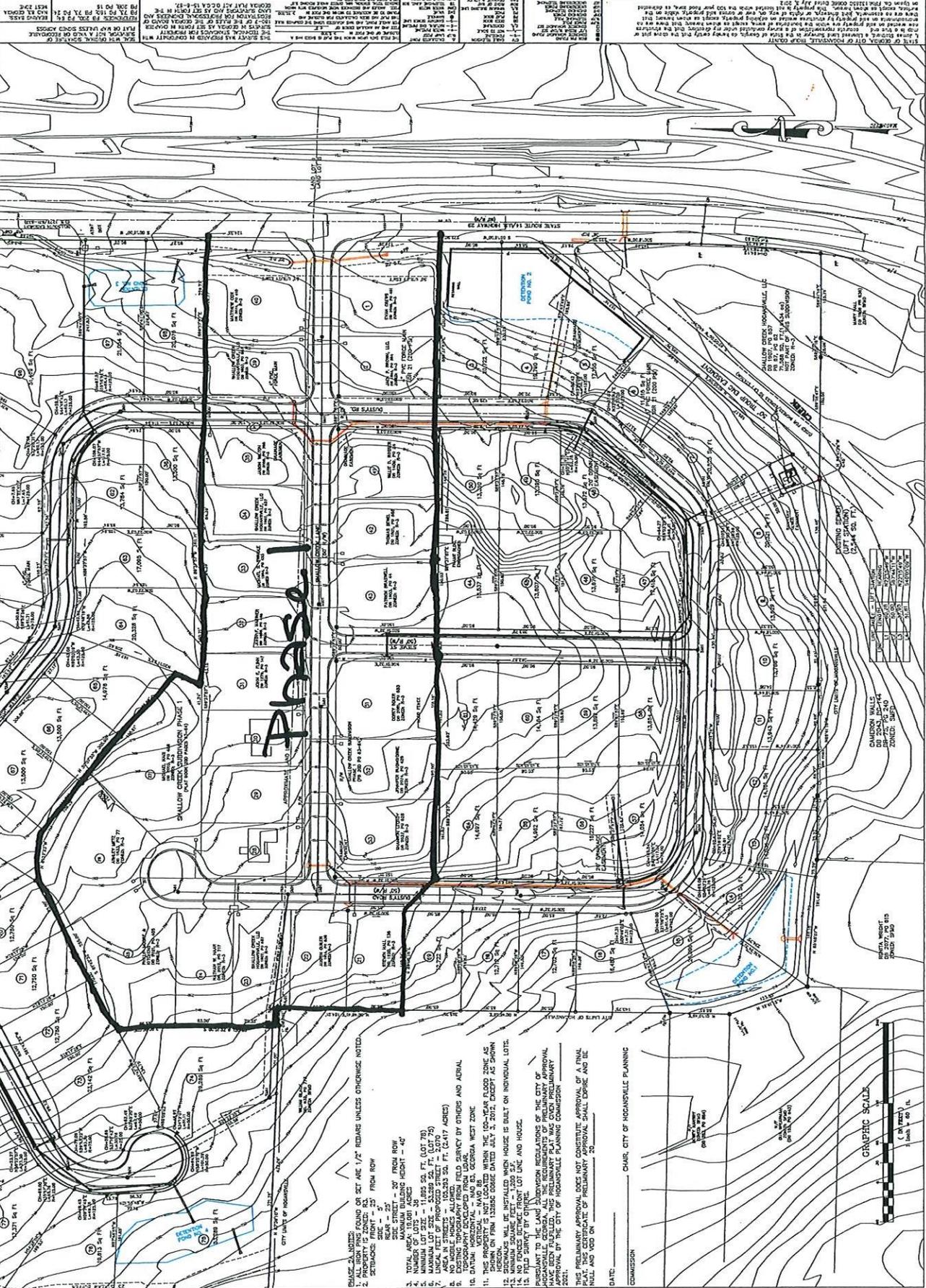
Chad Caldwell

REVISIONS	DATE	DESCRIPTION
1	02/17/21	ISSUE FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT: SHALLOW CREEK SUBDIVISION, PHASE 2  
 PREPARED FOR: 1228 HOGWY 11E, NEWNAH, GA 30263  
 LOCATED IN: LAND, LOT 8, 12TH LAND DISTRICT, CITY OF HOGANSVILLE, TROUP COUNTY, GEORGIA  
 PRELIMINARY PLAN

STONEMAN RD. ENGINEERING, INC.  
 1005 COLLETT ST., SUITE 101  
 NEWNAH, GA 30263  
 PHONE 706 894-7079  
 WWW.STONEMANRD.COM

(GEORGIA & ALABAMA)  
 LAND ENGINEERING  
 CIVIL ENGINEERING  
 SURVEYING  
 SURVEYING BOARD NO. 10000  
 CIVIL ENGINEERING BOARD NO. 10000



Phase 1

- DATE: \_\_\_\_\_ CHAIR, CITY OF HOGANSVILLE PLANNING COMMISSION
1. LOT 8, 12TH LAND DISTRICT, CITY OF HOGANSVILLE, TROUP COUNTY, GEORGIA.
  2. PROPERTY IS ZONED: R-3. SETBACKS: FRONT - 25' FROM ROW; REAR - 25' FROM ROW; SIDE - 10' FROM ROW; MAXIMUM BUILDING HEIGHT - 40'.
  3. TOTAL AREA: 10,000 SQUARE FEET.
  4. MINIMUM LOT SIZE - 11,893 SQ. FT. (LOT 7B).
  5. MINIMUM LOT AREA - 55,396 SQ. FT. (LOT 7C).
  6. AREA IN STREETS - 100,203 SQ. FT. (2,417 ACRES).
  7. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  8. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  9. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  10. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  11. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  12. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  13. FIELD SURVEY BY OTHERS.
  14. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  15. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  16. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  17. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  18. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  19. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
  20. EXISTING CONCRETE DRIVEWAY FROM FIELD SURVEY BY OTHERS AND AERIAL TOPOGRAPHY DEVELOPED FROM USGS.
- PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF HOGANSVILLE, GEORGIA, THIS PRELIMINARY PLAN HAS BEEN APPROVED BY THE CITY OF HOGANSVILLE PLANNING COMMISSION AND THE CITY ENGINEER AND THE CITY CLERK.
- APPROVAL BY THE CITY OF HOGANSVILLE PLANNING COMMISSION AND THE CITY ENGINEER AND THE CITY CLERK.
- DATE: \_\_\_\_\_



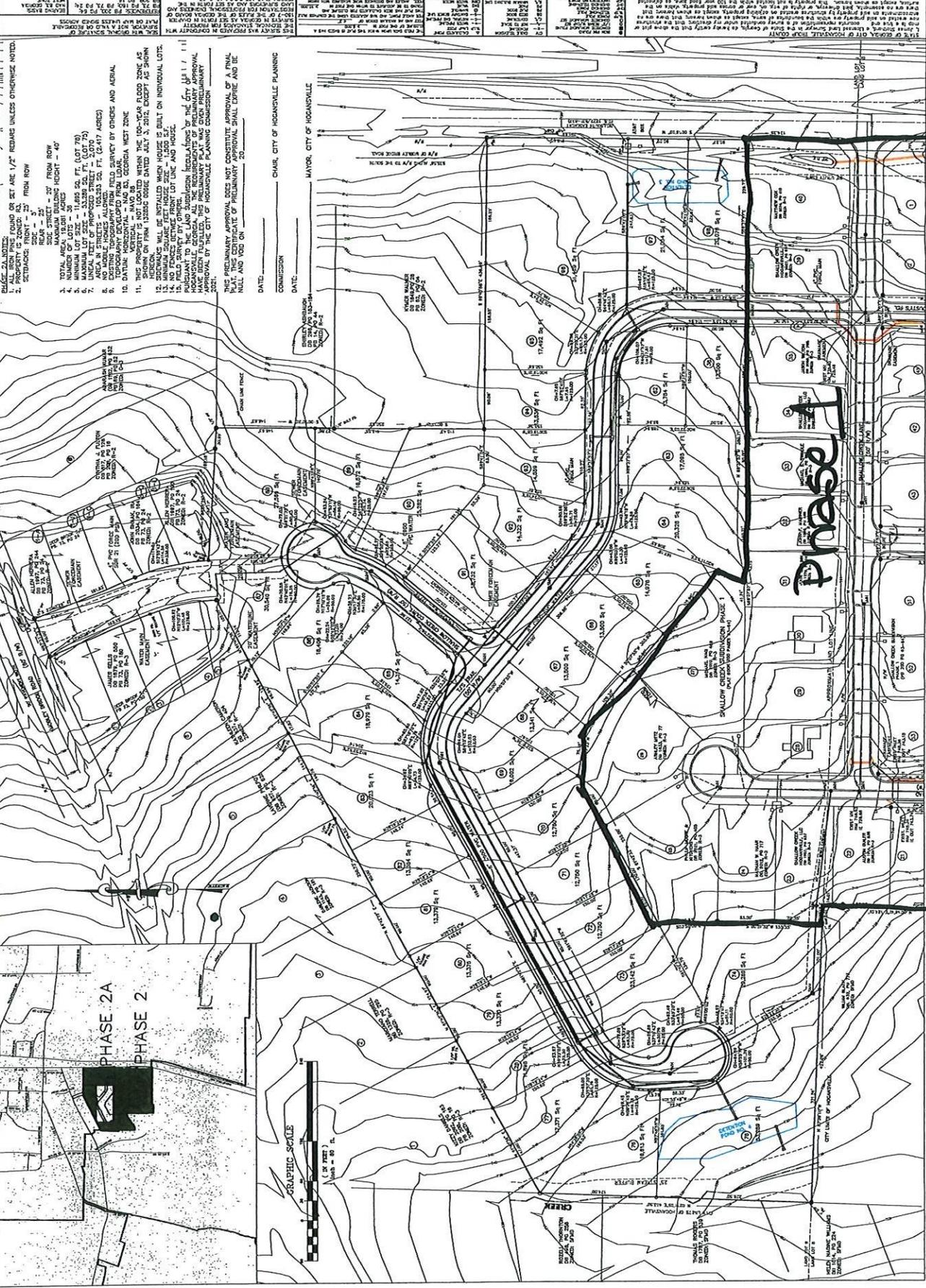
GRAPHIC SCALE  
 0 10 20 FEET

NO.	DATE	DESCRIPTION
1	02/17/21	CHANGES TO PHASE 2A
2	02/17/21	ADD MAYOR'S SIGNATURE

PROJECT: SHALLOW CREEK SUBDIVISION, PHASE 2A  
 PREPARED FOR: SHALLOW CREEK HOGANSVILLE, LLC  
 LOCATED IN: LAND LOT 8, 12TH LAND DISTRICT, CITY OF HOGANSVILLE, TROUP COUNTY, GEORGIA  
 NEWNAN, GA 30253

**STOTHARD ENGINEERING, INC.**  
 1009 COLQUITT ST.  
 LAWRENCEVILLE, GA 30046  
 PHONE 770 864-5279  
 WWW.STOTHARDENGINEERING.COM

CIVIL ENGINEERING  
 LAND SURVEYING  
 (GEORGIA & ALABAMA)



1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE 1/2" UNLESS OTHERWISE NOTED.
2. PROPERTY TO ZONE: R-1
3. SETBACKS: FRONT - 25' FROM ROW
4. REAR - 25'
5. SIDE - 10'
6. MAXIMUM BUILDING HEIGHT - 40'
7. MINIMUM LOT AREA - 11,880 SQ. FT. (LOT 78)
8. MINIMUM LOT SIZE - 11,880 SQ. FT. (LOT 78)
9. UNCALCULATED PROPOSED LOT AREA - 12,000 SQ. FT. (LOT 78)
10. DISTANCE FROM PROPERTY TO SHALLOW CREEK ROAD - 100.00 FT.
11. DISTANCE FROM PROPERTY TO MAYOR'S ROAD - 100.00 FT.
12. DISTANCE FROM PROPERTY TO SHALLOW CREEK ROAD - 100.00 FT.
13. DISTANCE FROM PROPERTY TO MAYOR'S ROAD - 100.00 FT.
14. DISTANCE FROM PROPERTY TO SHALLOW CREEK ROAD - 100.00 FT.
15. DISTANCE FROM PROPERTY TO MAYOR'S ROAD - 100.00 FT.
16. DISTANCE FROM PROPERTY TO SHALLOW CREEK ROAD - 100.00 FT.
17. DISTANCE FROM PROPERTY TO MAYOR'S ROAD - 100.00 FT.
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21. DISTANCE FROM PROPERTY TO MAYOR'S ROAD - 100.00 FT.
22. DISTANCE FROM PROPERTY TO SHALLOW CREEK ROAD - 100.00 FT.
23. DISTANCE FROM PROPERTY TO MAYOR'S ROAD - 100.00 FT.
24. DISTANCE FROM PROPERTY TO SHALLOW CREEK ROAD - 100.00 FT.
25. DISTANCE FROM PROPERTY TO MAYOR'S ROAD - 100.00 FT.

DATE: \_\_\_\_\_  
 COMMISSION: \_\_\_\_\_  
 CHAIR, CITY OF HOGANSVILLE  
 MAYOR, CITY OF HOGANSVILLE

THIS PRELIMINARY APPROVAL DOES NOT CONSTITUTE APPROVAL OF A FINAL NULL AND VOID INDICATE OF PRELIMINARY APPROVAL SHALL EXPIRE AND BE

THE CITY OF HOGANSVILLE, TROUP COUNTY, GEORGIA, HAS REVIEWED THIS PRELIMINARY PLAT AND HAS DETERMINED THAT IT IS IN SUBSTANTIAL ACCORD WITH THE ZONING ORDINANCE OF THE CITY OF HOGANSVILLE, TROUP COUNTY, GEORGIA, AND HAS APPROVED THIS PRELIMINARY PLAT FOR THE CITY OF HOGANSVILLE, TROUP COUNTY, GEORGIA, TO BE SUBMITTED TO THE GEORGIA SURVEYING BOARD FOR REVIEW AND APPROVAL. THIS APPROVAL IS VALID FOR A PERIOD OF 180 DAYS FROM THE DATE OF THIS APPROVAL. ANY CHANGES TO THIS PLAT MUST BE APPROVED BY THE CITY OF HOGANSVILLE, TROUP COUNTY, GEORGIA, BEFORE BEING SUBMITTED TO THE GEORGIA SURVEYING BOARD FOR REVIEW AND APPROVAL.

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CITY COUNCIL  
Mayor Bill Stankiewicz  
Reginald Jackson, Post 1  
Marichal Price, Post 2  
Mandy Neese, Post 3  
Mark Ayers, Post 4  
Toni Striblin, Post 5



Jonathan Lynn, City Manager  
Lisa Kelly, Assistant City Manager  
Alex Dixon, City Attorney

400 E Main St  
Hogansville GA 30230-1196  
706-637-8629 | cityofhogansville.org

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## COUNCIL ACTION FORM

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**MEETING DATE:** July 6, 2021

**SUBMITTED BY:** Lynne Miller 

**AGENDA TITLE:** Huntcliff Phase II - Preliminary Plat

**CLASSIFICATION** (City Attorney must approve all ordinances, resolutions and contracts as to form)

- |  |                                     |   |   |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____)  | <input type="checkbox"/> Contract   | <input type="checkbox"/> Information Only             | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other          |

**BACKGROUND** (Includes description, background, and justification)

Applicants and owners JHJ Villages at Huntcliff LLC and RCB Villages at Huntcliff LLC are seeking preliminary plat approval for the Huntcliff subdivision's final phase. The 83 new lots would extend roughly northward from the existing development. Two new detention ponds are proposed. A second subdivision entrance would be created at Brooks Rd.

The City's 2021-2041 Comprehensive Plan calls the land in this vicinity the Residential Character Area which encourages a variety of housing. The proposed multi-family use is appropriate. The Hogansville Planning and Zoning Commission met with the applicant representative on June 17, 2021. The P&Z Commission voted to recommend approval of the preliminary plat.

**BUDGETING & FINANCIAL IMPACT** (Includes project costs and funding sources)

N/A

**STAFF RECOMMENDATION** (Include possible options for consideration)

Approve this preliminary plat, as recommended by the Hogansville Planning and Zoning Commission.

# JHJ Villages at Huntcliff, LLC & RCB Villages at Huntcliff, LLC

475 Swanson Road  
Tyrone, GA 30290

City of Hogansville  
400 E Main Street  
Hogansville, GA 30230

RE: Villages of Huntcliff – Troup County Tax Parcel No. 0241C 001014 (portion of), 0241C 003010 (portion of) & 0241C

To Whom It May Concern:

We are requesting approval of preliminary plat on behalf of the owner of JHJ Villages at Huntcliff, LLC & RCB Villages at Huntcliff, LLC for: Villages at Huntcliff. The property is currently zoned R-2 and will be developed in one phase. We plan to have the new phase served by City of Hogansville Water and Sewer, and we do not have plans to annex any additional property into the City of Hogansville.

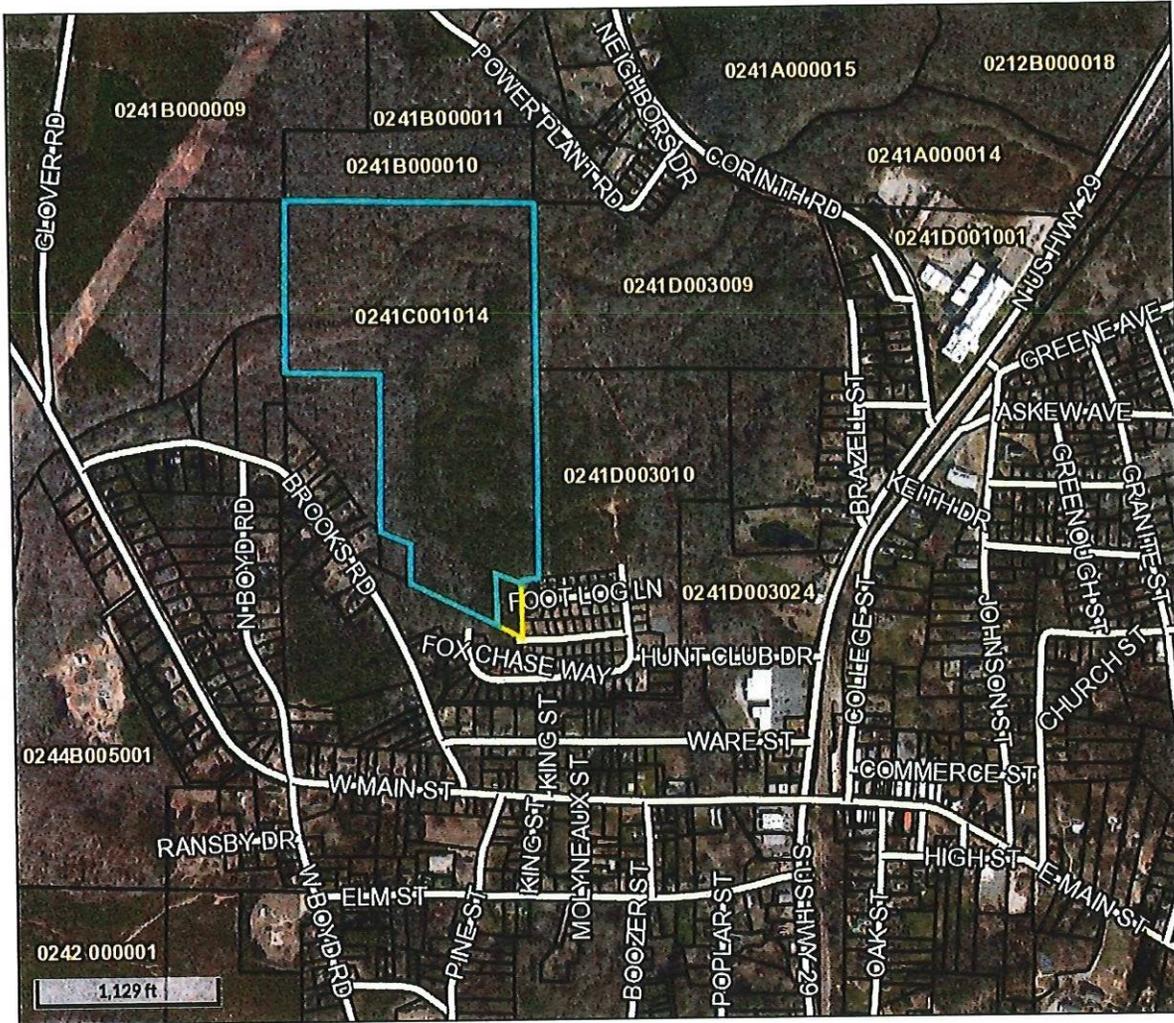
Developer's Contact:  
JHJ Villages at Huntcliff  
475 Swanson Road  
Tyrone, GA 30290  
678-633-8924  
[jhjones@johnhardyjones.com](mailto:jhjones@johnhardyjones.com)

Agent's Contact:  
Leigh Ann Green  
475 Swanson Road  
Tyrone, GA 30290  
770-318-9912  
[Lgreen@developmentsiteservices.com](mailto:Lgreen@developmentsiteservices.com)

Sincerely,



John Hardy Jones



Overview



Legend

-  Parcels
-  Roads

Parcel ID	0241C001014	Owner	JHJ VILLAGES AT HUNTCLIFF LLC & RCB VILLAGES AT HUNTCLIFF LLC	Last 2 Sales			
Class Code	Agricultural		252 SMOKERISE TRACE	Date	Price	Reason	Qual
Taxing District	18-HOGANSVILLE		PEACHTREE CITY, GA 30269	8/28/2017	\$307500	MB	U
	HOGANSVILLE			9/30/2010	\$392988	N	U
Acres	90.31	Physical Address	BROOKS RD				
		Assessed Value	Value \$169700				
		Land Value					
		Improvement Value	Value \$252 SMOKERISE TRACE				
		Accessory Value	Value \$PEACHTREE CITY				

(Note: Not to be used on legal documents)

Date created: 6/11/2021  
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CITY COUNCIL  
Mayor Bill Stankiewicz  
Reginald Jackson, Post 1  
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Jonathan Lynn, City Manager  
Lisa Kelly, Assistant City Manager  
Alex Dixon, City Attorney

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## COUNCIL ACTION FORM

**MEETING DATE:** July 6, 2021

**SUBMITTED BY:** Lynne Miller

**AGENDA TITLE:** Setback and Heated Square Foot Variance Requests – Chad Caldwell

**CLASSIFICATION** (City Attorney must approve all ordinances, resolutions and contracts as to form)

- |  |                                     |   |   |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____)  | <input type="checkbox"/> Contract   | <input type="checkbox"/> Information Only             | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other          |

**BACKGROUND** (Includes description, background, and justification)

At 500 Oak St – Applicant Chad Caldwell is requesting two variances for a 0.14-acre corner lot in an R-1 – Single-Family Residential zone: Reduce the side setback from 15’ to 10’, and reduce the heated square foot minimum for site-built homes from the required 1,500 sf to 850 sf. As a corner lot with 20-foot street setbacks required for each of the two front yards, and with the house next door at 800 square feet, the requests generally meet the variance hardship criteria:

- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.
- (2) The application of this chapter to this particular piece of property would create unnecessary hardship.
- (3) Such conditions are peculiar to the particular piece of property involved.
- (4) Such conditions are not a result of any action of the property owner.
- (5) Relief, if granted, would not cause a substantial detriment to the public good or impair the purposes and intent of this chapter.

**BUDGETING & FINANCIAL IMPACT** (Includes project costs and funding sources)

N/A

**STAFF RECOMMENDATION** (Include possible options for consideration)

Approve this variance request as recommended by the Hogansville Planning & Zoning Commission on June 17, 2021.

City of Hogansville  
400 East Main Street  
Hogansville, GA 30230

RE: 500 Oak Street Variance Request

To Whom It May Concern:

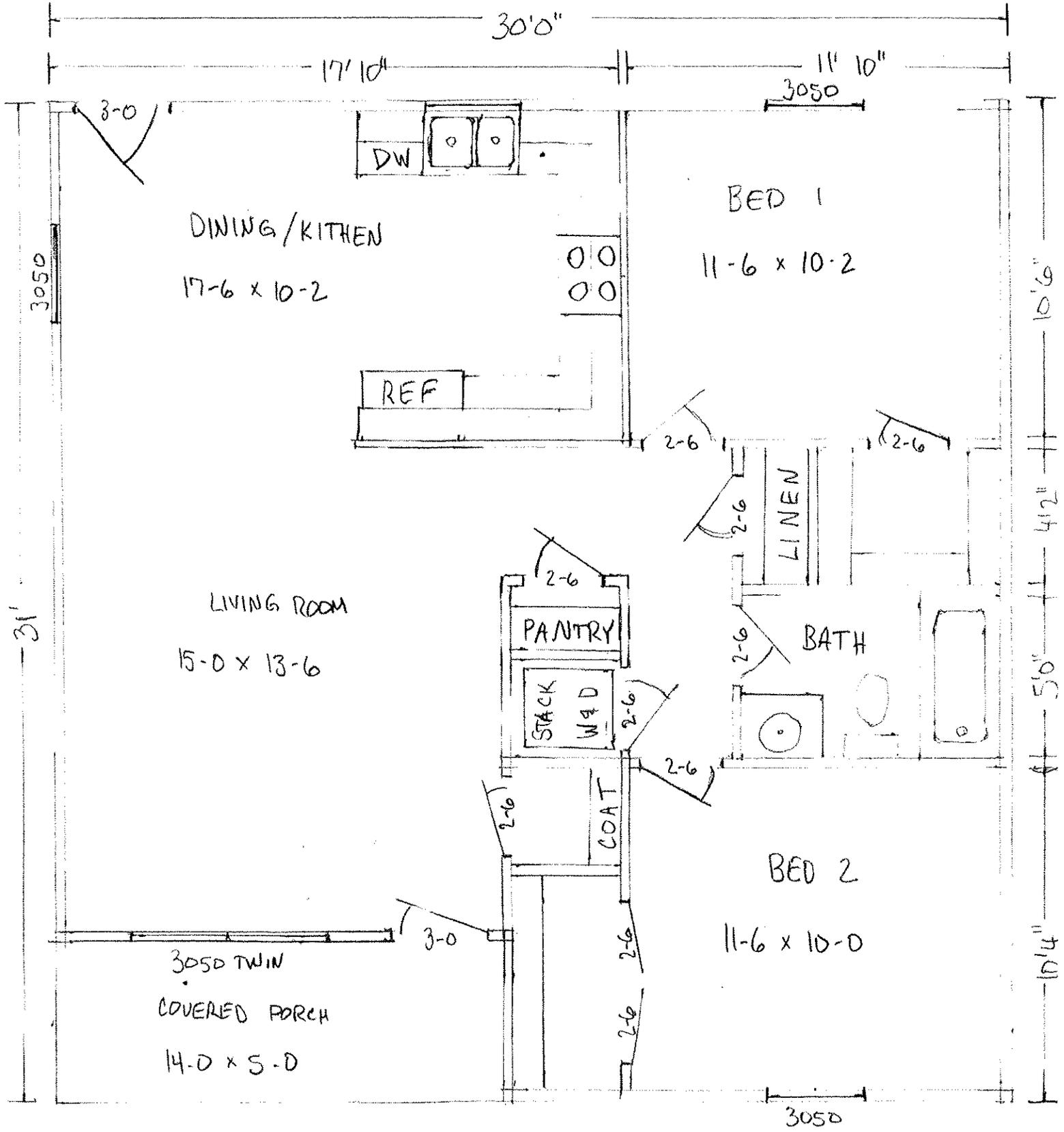
We are requesting a Variance for 500 Oak Street, currently zoned R1, to reduce the side setback to 10' from the current 15' as well as the minimum heated square feet to 850 square feet. With the current zoning and setbacks, and the lot being a corner lot with two front setbacks of 20' and rear setback of 25', it is relatively unbuildable without these requested variances. The lot is approximately 60' x 100' and, the current setbacks only allow for an approximate 25' x 55' buildable area. With the side setback reduction to 10', it would allow for a 30' x 55' buildable area. We are also requesting a variance to reduce the minimum heated square feet to 850 square feet which is consistent with other homes in the area. The adjoining properties are all residential, with the house next door being under 800 square feet per the county tax records.

Thank you,



Chad Caldwell







City of Hogansville, Georgia  
Application for Zoning Variance

Name of Applicant Chad Caldwell

Address 1226 Hwy 16 E

Newnan, GA Zip 30263

Phone 678-423-0586 E-Mail jennie@piedmontpaving.com

Address for Which Variance is Requested 500 Oak Street

Hogansville, GA Zip 30230

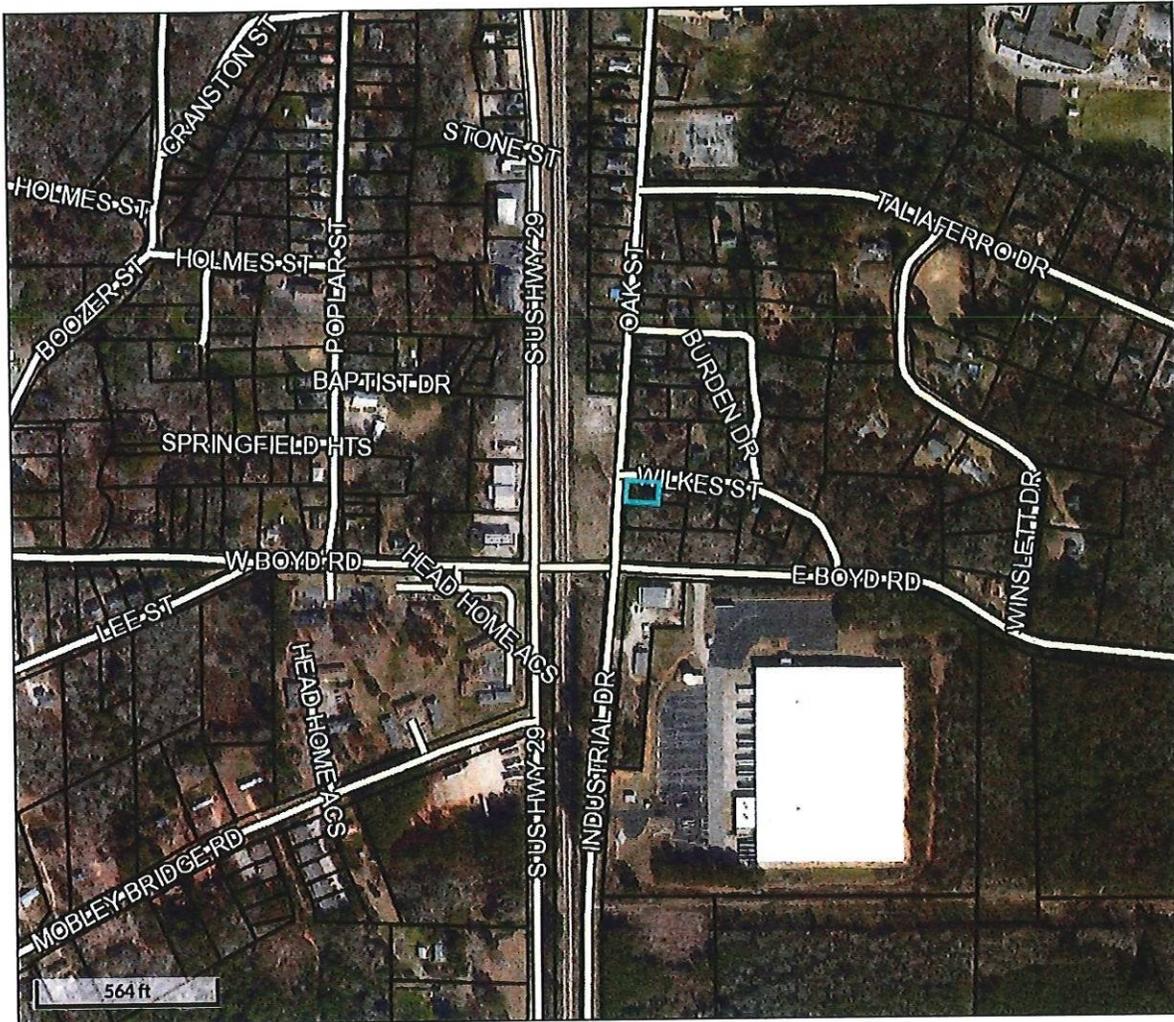
Nature of the Variance Requested - Please be as specific as possible.

Side setback reduction from 15' to 10' & minimum square foot reduction to 850 square feet.

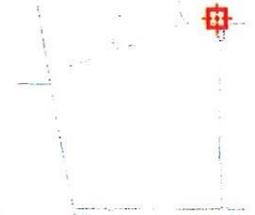
On a separate sheet, please explain why this variance is necessary.  
Attach a simple sketch of the property showing the following:

- General location of the existing structures and Property lines.
- Present Zoning of adjacent property.
- Existing use of adjacent property.
- Location of proposed buildings and land use.
- A legal description of the property.
- Setback distances.
- Parking spaces, if applicable.

Signature of Applicant 



Overview



Legend

-  Parcels
-  Roads

Parcel ID 0244D003001  
 Class Code Residential  
 Taxing District 18-HOGANSVILLE  
 HOGANSVILLE  
 Acres 0.14

Owner HINES GLORIA MAXCINE  
 215 OAK MANOR  
 FAYETTEVILLE, GA 30214  
 Physical Address 500 OAK ST  
 Assessed Value Value \$2000  
 Land Value  
 Improvement Value Value \$215 OAK MANOR  
 Accessory Value Value \$FAYETTEVILLE

Last 2 Sales

Date	Price	Reason	Qual
9/1/1987		N	U
1/1/1940		NQ	U

(Note: Not to be used on legal documents)

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