

City of Hogansville City Council

AMENDED Regular Meeting Agenda

Monday, December 19, 2022

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

Mayor: Jake Ayers	2025	Interim City Manager: Lisa E. Kelly
Council Post 1: Michael Taylor, Jr	2025	City Attorney: Alex Dixon
Council Post 2: Matthew Morgan	2025	Chief of Police: Jeffrey Sheppard
Council Post 3: <i>Mandy Neese*</i>	2023	
Council Post 4: <i>Mark Ayers</i>	2023	
Council Post 5: <i>Toni Striblin</i>	2023	* Mayor Pro-Tem

Regular Meeting – 7:00 pm

- 1. Call to Order Mayor Jake Ayers
- 2. Invocation & Pledge

Consent Agenda

All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.

Approval of Agenda: Regular Meeting December 19, 2022
 Approval of Minutes: Regular Meeting December 5, 2022

Presentation

- 1. Parks & Recreation Football Champions
- 2. Val Akins with Liberty Communities to Discuss Jones Crossing Subdivision

Old Business

1. Board Appointments – Downtown Development Authority

New Business

- 1. 1st Reading Text Amendment Change to 102-155 Public Notices
- 2. Preliminary Plat Amendment Jones Crossing Development
- 3. Royal Theater Lead Based Paint Screening & O&M Plan
- 4. Royal Theater Design Services Dunwody-Beeland

Interim City Manager's Report

Council Member Reports

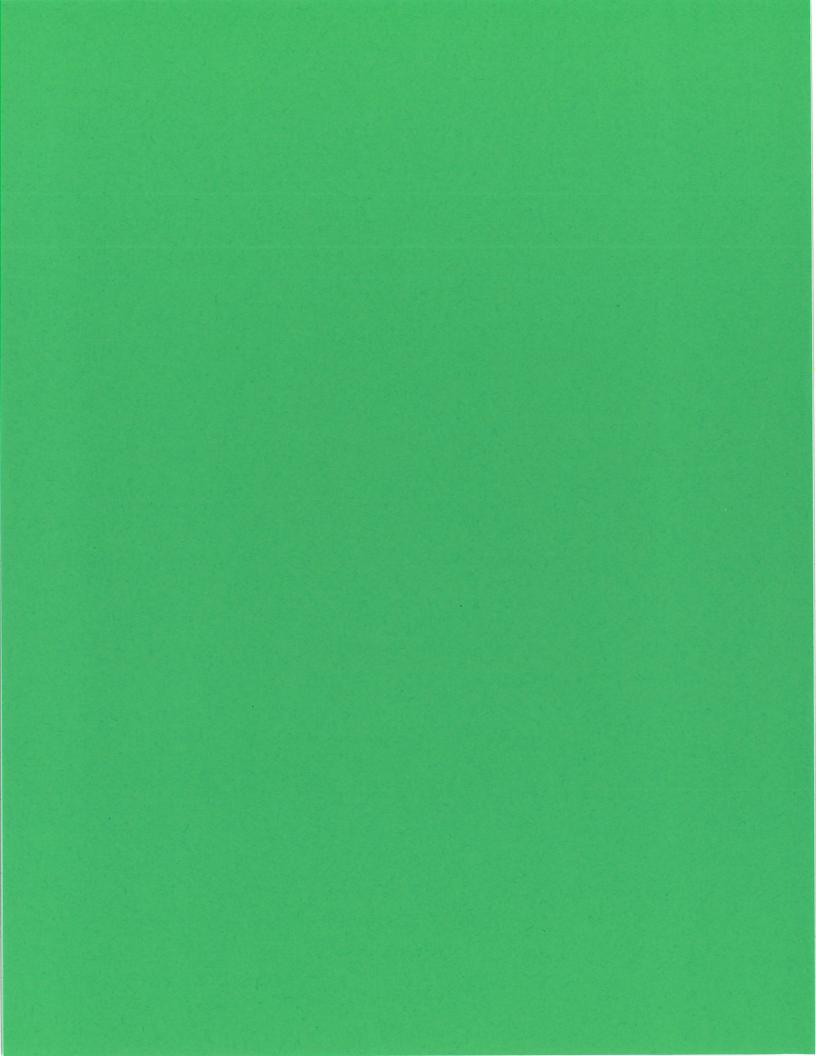
- 1. Council Member Taylor
- 2. Council Member Morgan
- 3. Council Member Neese
- 4. Council Member Ayers
- 5. Council Member Striblin

Mayor's Report

Adjourn

Upcoming Dates & Events

- December 23 & December 26, 2022 | City offices closed for the Christmas holiday
- December 30, 2022 & January 2, 2023 | City offices closed for the New Year holiday
- January 3, 2023 | Regular Meeting of the Mayor and Council at Hogansville City Hall





12/05/2022

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

Regular Meeting

Call to Order: Mayor Jake Ayers called the meeting to order at 7:02 pm. Present were Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers and Council Toni Striblin. Also present were Interim City Manager Lisa Kelly, Police Chief Jeff Sheppard, City Attorney Alex Dixon, and Deputy City Clerk LeAnn Lehigh.

Council Member Striblin gave an invocation and Mayor Ayers led the Pledge of Allegiance.

CONSENT AGENDA

Motion: Council Member Striblin moved to approve the Consent Agenda with an amendment to add a Presentation by Police Chief Jeff Sheppard. The motion was seconded by Council Member Neese. **Motion Carries 5-0**

PRESENTATION

1. Hogansville Charitable Trust

Jason Stewart gave an update on the Hogansville Charitable Trust. The Charitable Trust had a very successful Hummingbird Festival and at their meeting last week, they voted to donate \$50,000 of festival proceeds toward the City Hall building loan payment.

2. Chief Jeff Sheppard Police Department Presentation

Hogansville Police Chief Jeff Sheppard presented Sgt. Jack Hollis a plaque for Specialty Training. Sgt. Hollis completed his training course to become a Police Department Instructor. He said this was one of the hardest training courses at the Georgia Public Safety Training Center.

Chief Sheppard also presented Officer Danielle Thompson a plaque for getting her certification as a LEADS instructor. Chief Sheppard also acknowledged Officer Thompson for her certification as an SRO (School Resource Officer), the first in the City of Hogansville.

OLD BUSINESS

1. 2nd Reading and Adoption – Ordinance – Jake Brake

Motion: Motion was made by Council Member Taylor to adopt the ordinance that prohibits the use of engine braking, also known as jake braking. The motion to was seconded by Council Member Striblin.

Discussion: None Motion Carries 5-0

NEW BUSINESS

1. Intergovernmental Agreement – SPLOST VI

Motion: Motion was made by Council Member Neese to enter into the Intergovernmental Agreement with the cities of LaGrange and West Point, and with Troup County for the use and distribution of SPLOST VI funds if the referendum is passed next year. The motion to was seconded by Council Member Morgan.

Discussion: None Motion Carries 5-0

2. Board Appointment – Downtown Development Authority

No action was taken at tonight's meeting. Council will appoint four members to the Downtown Development Authority at the next Council Meeting on December 19. Council Members were given the applications to review before making their decisions.

ADJOURNMENT

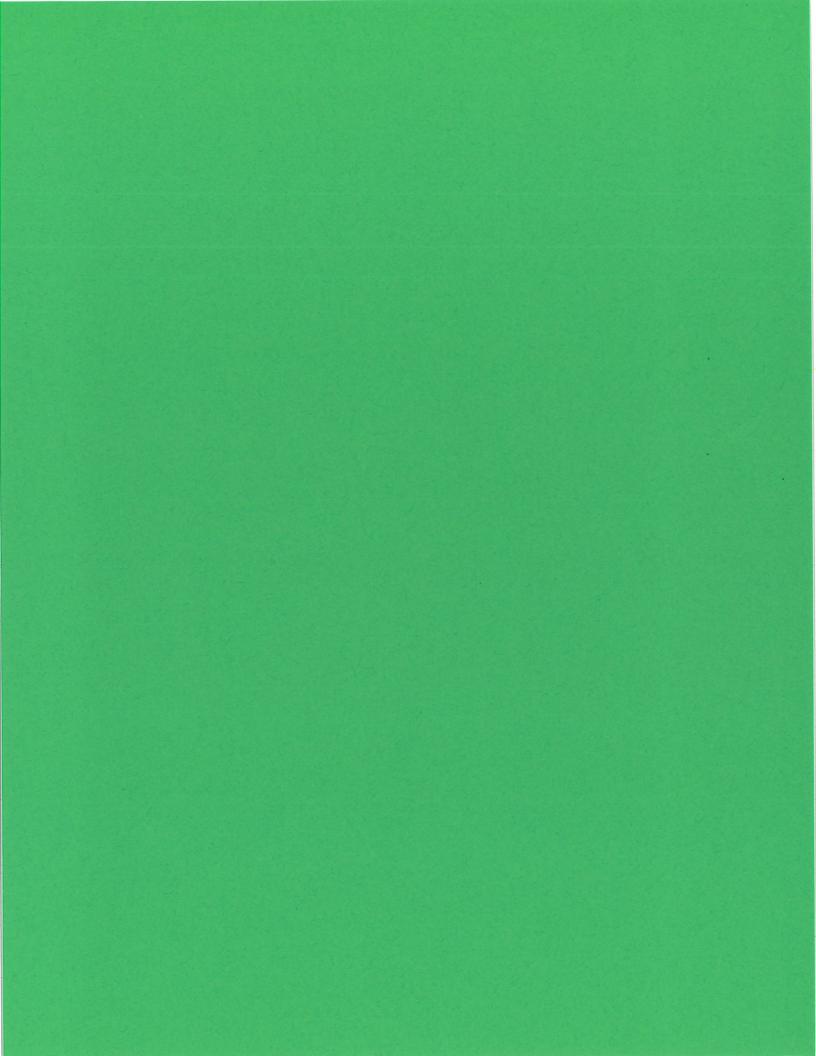
On a motion made by Council Member Taylor and duly seconded, Mayor Jake Ayers adjourned the meeting at 7:35 pm.

Respectfully,

LeAnn Lehigh

Deputy City Clerk

Jeann Gehigh



CITY COUNCIL Mayor Jake Ayers Michael Taylor, Jr., Post 1 Mathew Morgan, Post 2 Mandy Neese, Post 3 Mark Ayers, Post 4 Toni Striblin, Post 5

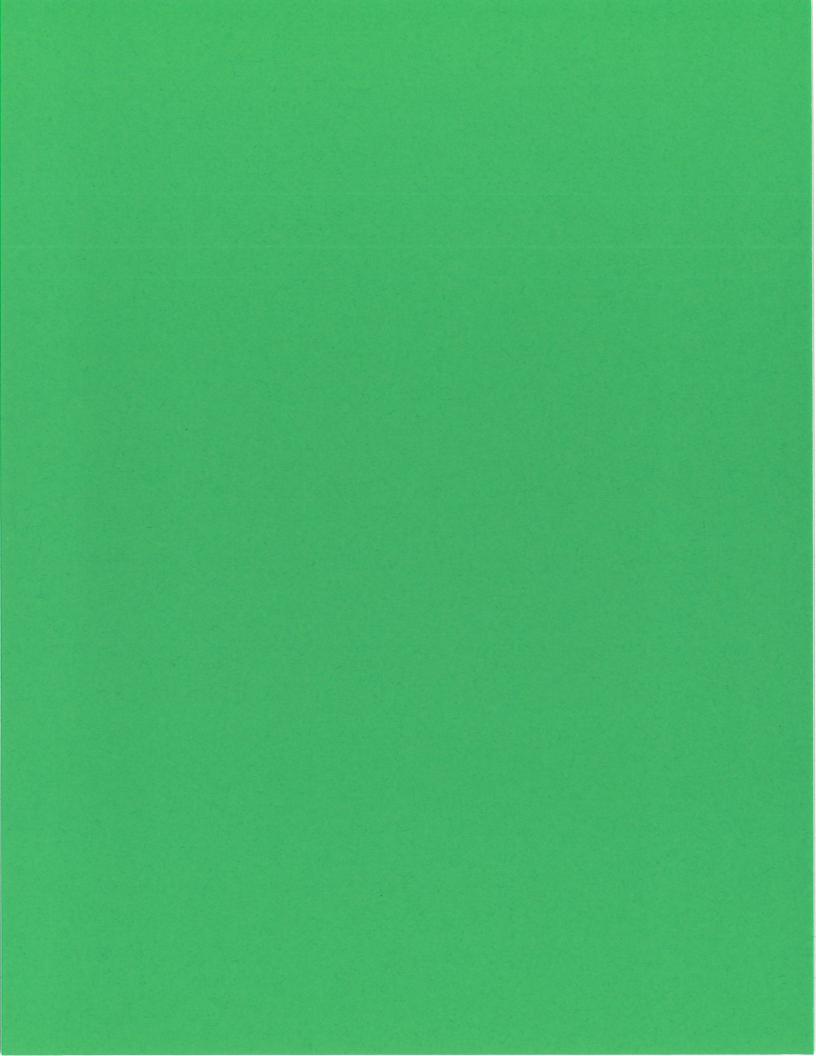


City Manager - Open Lisa Kelly, Interim City Manager Alex Dixon, City Attorney

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

	C 0	OUNCIL ACT	TION FORM	
MEETING DATE:	December 19,	2022	SUBMITTED BY: Lynne	e Miller
AGENDA TITLE:	Citizen Appoi	ntments – Downtown	Development Authority	
CLASSIFICATION	(City Attorney	must approve all ord	nances, resolutions and contra	acts as to form)
Ordinance (No.)	Contract	Information Only	Public Hearing
Resolution (No.)	Ceremonial	X Discussion/Action	Other
BACKGROUND (In	cludes descriptic	on, background, and just	ification)	
Strickland whose 4- candidates were solic	year term is up fited via the May	or renewal or replacem 2022 utility bill mailing	s three vacancies and one existir nent and who'd like to be reappo , and seven citizens – Amanda M anducci and Drew Mezza – subm	inted. Potential cManious, Kane Hicks,
has a downtown busi DDA – to recommend City Council and has r and Shereen Barker b	ness, at least one I which four appl recommended the re appointed to t	e of whom owns proper icants should be selecte at Kandis Strickland be he DDA. The DDA will e	a nominating committee of two- rty downtown, and neither of whed. The nominating committee r reappointed and that Amanda N encourage the 3 remaining applic with various community projects	nom is currently on the ecommends directly to McManious, Kane Hicks cants to participate as
BUDGETING & FI	NANCIAL IM	PACT (Includes proje	ct costs and funding sources)	
No budget impact.		(Invisuos proje		
	•	ollow the recommendate Strickland to the DDA fo	tion to appoint Amanda McManior 4-year terms.	ous, Kane Hicks and

STAFF RECOMMENDATION (Include possible options for consideration)



Lisa Kelly

From:

Aaron Fortner <aaron@canvasplanninggroup.com>

Sent:

Tuesday, December 6, 2022 10:08 PM

To:

Lynne Miller; Lisa Kelly

Subject:

Text change needed to change posting requirements prior to UDO adoption process

Lisa and Lynne, we need to prepare an amendment to the current zoning ordinance text to enable you to create a new zoning map without having to post on every property that is being rezoned – since we will be creating an entirely new zoning and if you don't change this then every property in the city would have to be posted. We made this same change for LaGrange prior to their UDO adoption. The change will be written to say that city-initiated zoning map changes will not have to be posted. They will still have to be advertised but not posted. See below and please discuss with the city attorney so we can get this drafted and submitted as soon as possible.

CURRENT TEXT

Sec. 102-155. - Public notice.

(b) *Posting of signs*. As to an application to amend the official zoning map, the zoning administrator or a designee shall post, at least 15 days and no more than 45 days in advance of the city council's hearing, in a conspicuous place on the property for which an application has been submitted, a sign containing information as to the application and the date, time, and place of the public hearing before the city council.

PROPOSED TEXT

Sec. 102-155. - Public notice.

(b) *Posting of signs*. As to an application to amend the official zoning map, the zoning administrator or a designee shall post, at least 15 days and no more than 45 days in advance of the city council's hearing, in a conspicuous place on the property for which an application has been submitted, a sign containing information as to the application and the date, time, and place of the public hearing before the city council. A sign shall not be required for amendments to the text of the Zoning Ordinance, nor for amendments to the zoning map initiated by the city council.

Aaron

Aaron Fortner, AICP Canvas Planning Group 404.664.5416 www.canvasplanninggroup.com



AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND SECTION 102-155 OF THE CODE OF THE CITY RELATED TO ZONING; TO CLARIFY PROVISIONS FOR PUBLIC NOTICE OF CHANGES TO TEXT OF ZONING ORDINANCE OR CHANGES OT ZONING MAP; 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 Section 102-155 of the Code of Ordinances of the City of Hogansville be modified by deleting said section, in its entirety, and inserting in lieu thereof new Section 102-155 to read as follows:

"Sec. 102-155. – Public Notice.

- (a) Publication of notice. Due notice of the public hearing before the city council on an application for amendment under this division shall be published in the newspaper of general circulation for the city in which is carried the legal advertisements of the city by advertising the application and the date, time, place, and purpose of the public hearing at least 15 days and not more than 45 days prior to the date of the hearing conducted by the city council. If the application is for amendment to the official zoning map, then this notice also shall include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property.
- (b) Posting of signs. As to an application to amend the official zoning map, the zoning administrator or a designee shall post, at least 15 days and no more than 45 days in advance of the city council's hearing, in a conspicuous place on the property for which an application has been submitted, a sign containing information as to the application and the date, time, and place of the public hearing before the city council. A sign shall not be required for amendments to the text of the Zoning Ordinance, nor for amendments to the zoning map initiated by the city council."

SECTION 2:

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

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/R	EJECTED		
SUBMITTED TO MAYOR AND APPRO	OVED/DISAPPR	OVED	
	BY:		
		Mayor	
	ATTEST:		
	<u> </u>	Clerk	

CITY COUNCIL
Mayor Jake Ayers
Michael Taylor, Jr., Post 1
Mathew Morgan, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5

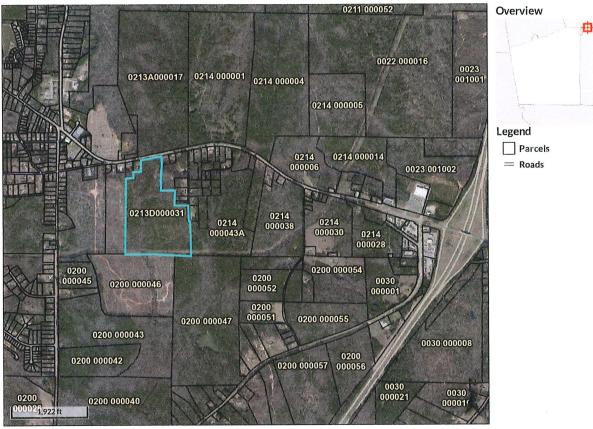


City Manager - Open Lisa Kelly, Interim City Manager Alex Dixon, City Attorney

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COUNCIL ACTION FORM

		ON OIL II O		
MEETING DATE:	December 19,	2022 SUB I	MITTED BY: Lynne Mille	rLSM
AGENDA TITLE:	Preliminary Pl		s Crossing Development	
CLASSIFICATION	(City Attorney	must approve all ord	inances, resolutions and conti	racts as to form)
Ordinance (No.		Contract	Information Only	Public Hearing
Resolution (No.)	Ceremonial	X Discussion/Action	Other
BACKGROUND (In	cludes description	on, background, and jus	tification)	
An 1,800 square foot Jones Crossing Devel floor areas be reduced will have 171 homes to proposed to the lot size.	opment is now red from 1,800 sf, total. Phase I wizes. The City of	ng unit size was proposequesting an amendmer o 1,600+ sf for 75% of ll have 90 units. They we Hogansville Planning C	for the Jones Crossing Developmed by the developer and listed and to its Preliminary Plat so that the units and 1,400+ sf for the ovill start building homes next spectommission met December 15, 2 bdivision is zoned R2 Residentia	the stipulated minimum ther 25%. The subdivision ring. No changes are 2022 and is recommending
BUDGETING & FI	NANCIAL IM	PACT (Includes proje	ect costs and funding sources)	
N/A				
STAFF RECOMME	E NDATION (I	nclude possible options	for consideration)	
			amendment, to change the mini 1,400+ square feet for the rest	



Parcel ID Class Code City

Acres

0213D000031 Residential Taxing District 18-HOGANSVILLE **HOGANSVILLE** 63.35

Owner

JONES CROSSING DEVELOPMENT

270 N JEFF DAVIS DR FAYETTEVILLE, GA 30214

Physical Address Assessed Value Land Value

EMAIN ST Value \$1273330 Value \$1267000

Improvement Value

Accessory Value

Value \$6330

(Note: Not to be used on legal documents)

Date created: 12/8/2022 Last Data Uploaded: 12/6/2022 11:51:14 PM

Developed by Schneider

Last 2 Sales

Reason Qual Date Price 4/6/2021 U QC 4/6/2021 \$1297750 LM Q



Letter of Intent

December 7, 2022

City of Hogansville 111 high Street Hogansville, GA 30230 Attn: Lisa Kelly Interim City Manager

Re:

Reduction of the Minimum allowable square footage for – Jones Crossing Subdivision East Main Street, Hogansville, Georgia. Troup Tax ID Numbers 0213 D000 030, 0213 D000 030A and 0213 D000 031

Dear Lisa,

Please accept this correspondence as our "Letter of Intent" to reduce the minimum square footage requirements for the above referenced property.

The current approved zoning for Jones Crossing is detailed as follows: R2 – Single Family Patio Homes has a minimum square footage of 1800 square feet. Preliminary Plat approved 2018

- Development shall consist exclusively of Single Family detached dwellings, no duplexes.
- Minimum 1800 heated square feet dwellings
- Sidewalks required throughout the development
- Developer shall provide a 25' undisturbed buffer around the perimeter of the development
- Although a second entrance shall be created to access Hutchins Moody Road, such shall be restricted to emergency traffic only, and
- Homeowners Association shall be created for Car and Maintenance of Amenities and Common Areas

We are requesting that the City of Hogansville reduce the Minimum heated square footage from 1800 to 1600 or greater for 75% of the homes in Jones Crossing and 1400 or greater for the remaining 25% of the homes.

We are planning a very attractive, professionally designed park with playground and parking, as well as an attractive entrance monument with extensive landscaping.

We have included copies of the plans for the landscaping, the approved Entrance Monument, and the homes with the square footage reduction we are requesting to include in our line up for Jones Crossing.



We want to thank you in advance for your assistance and consideration in this matter.

If you have any questions, concerns, or need anything further, please do not hesitate to contact me.

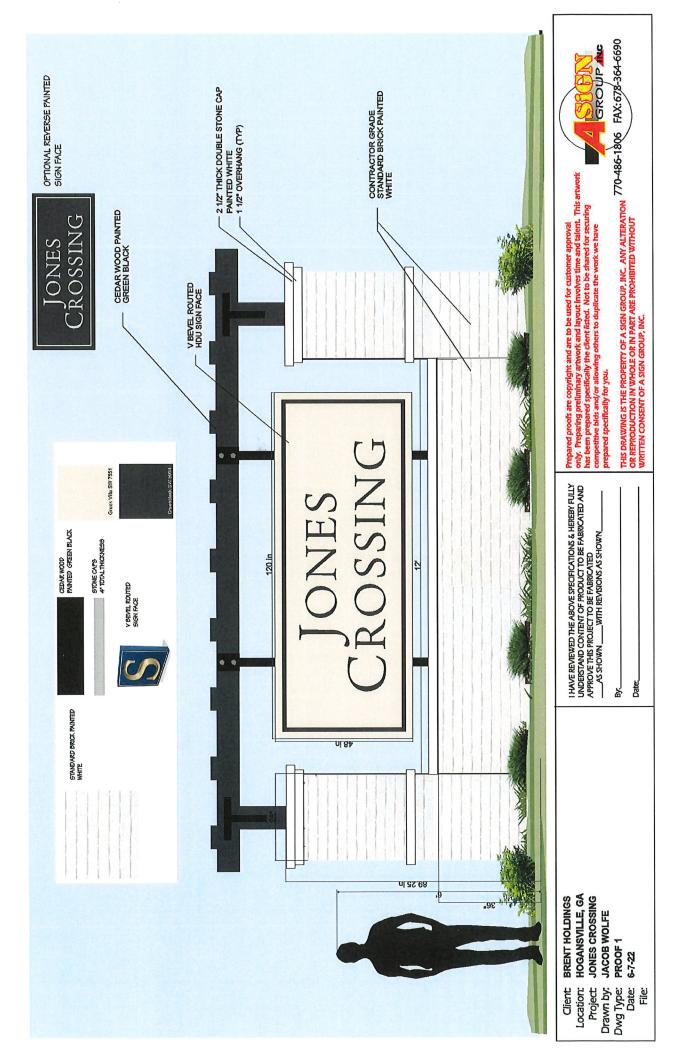
Sincerely,

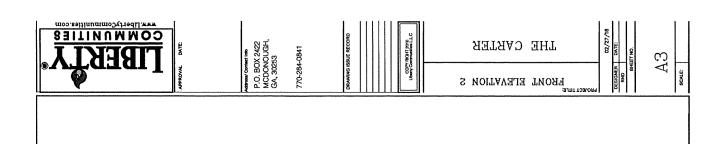
Val Akins

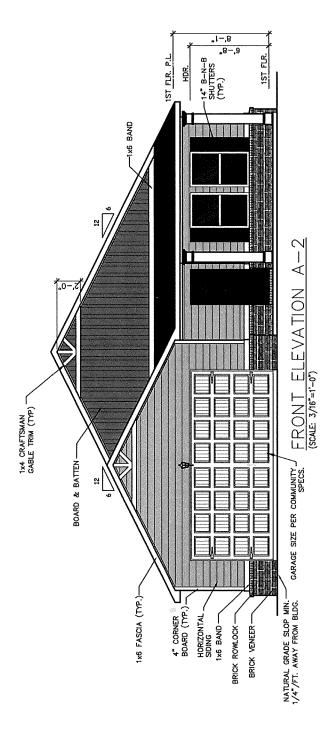
Liberty Communities, LLC

(678) 414-9175

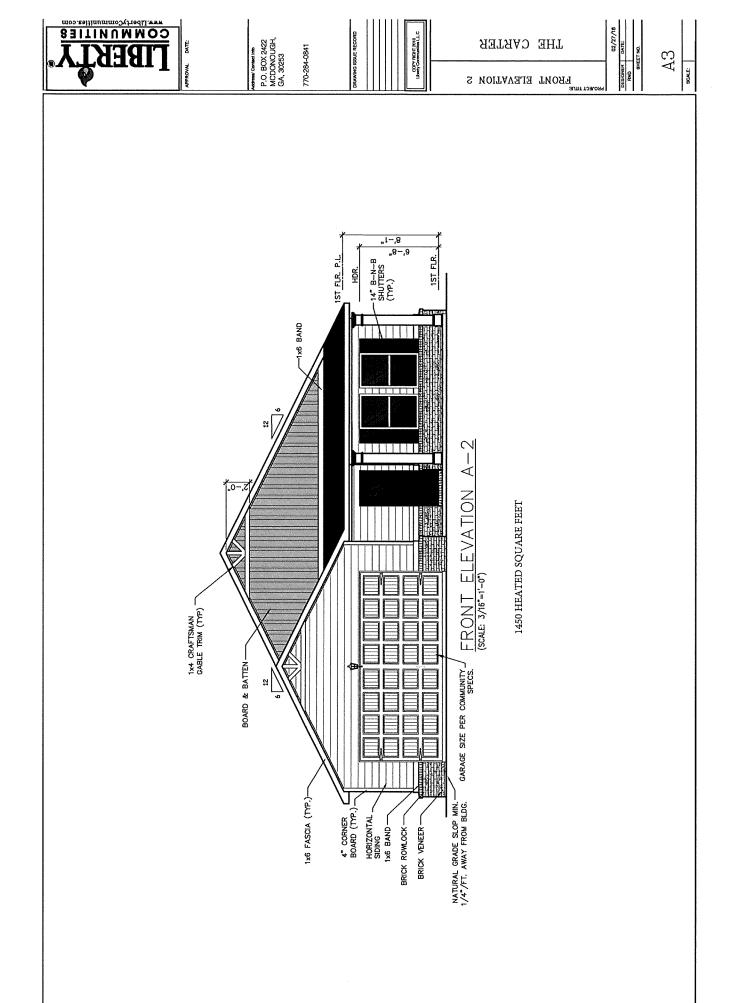
val@libertycommunities.com

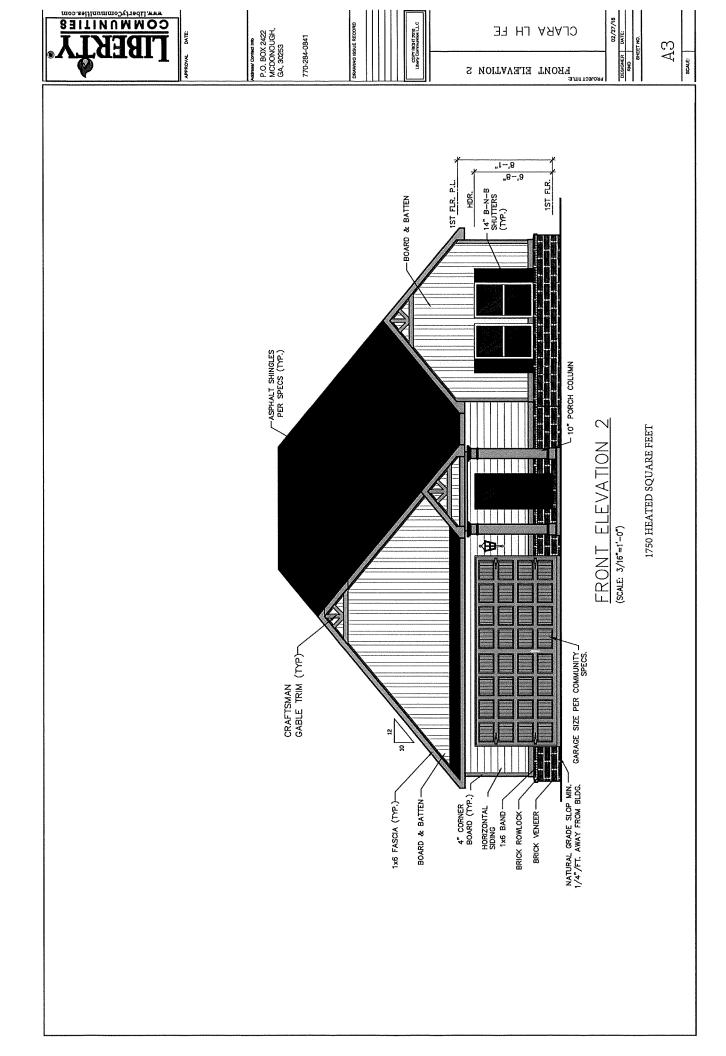


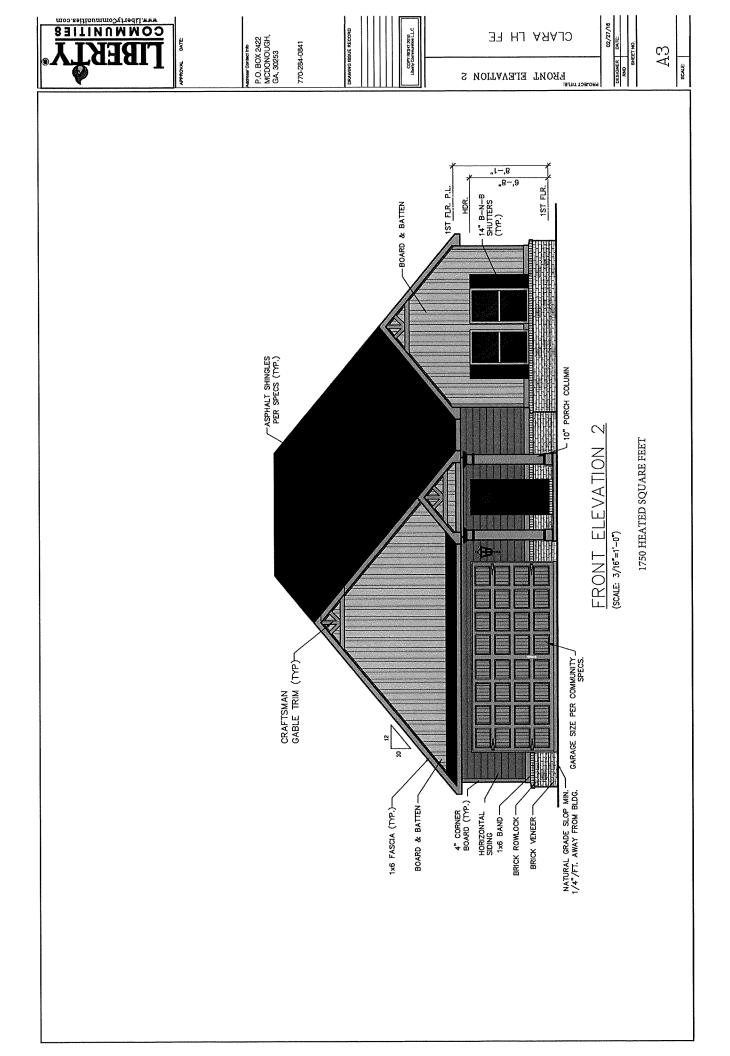


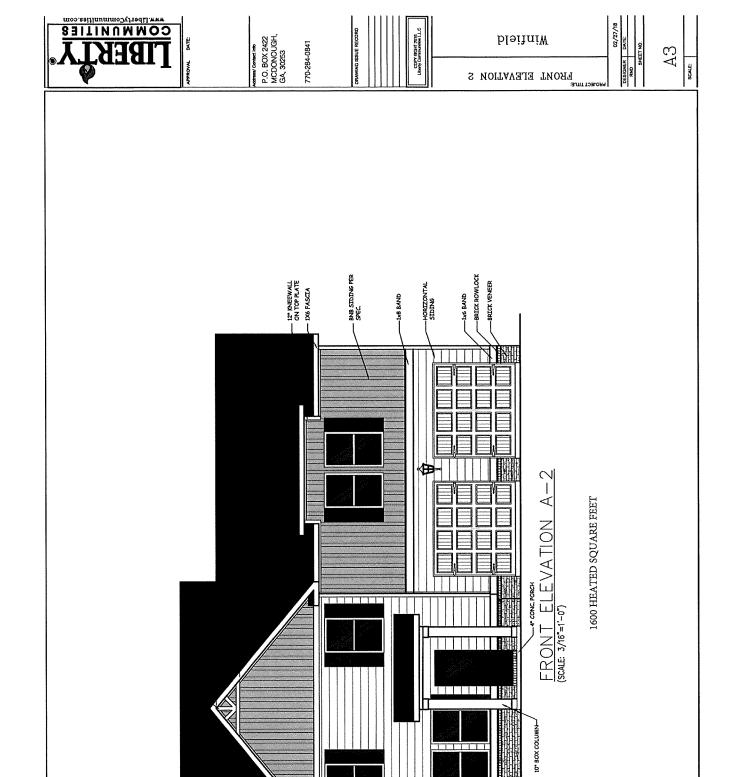


1450 HEATED SQUARE FEET









HORIZONTAL SIDING PER SPEC

ZND FLR.

BNB SHUTTERS-

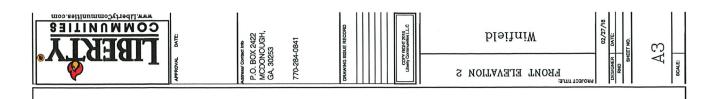
"1-'8 "8-'8

BNB SIDING PER SPECS (TYP) 1'x6' FRONT FASCIA (TVP.) 2ND FLR. P.L. WINDOW HDR. BRICK ROWLOCK——
BRICK VENEER—
PER SPEC.
1ST FLR.

BNB SHUTTERS-1X6 BAND ----

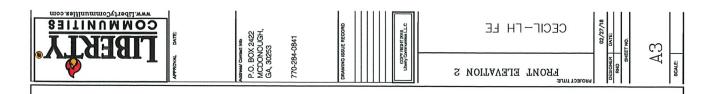
> "1-'8 "8-'8

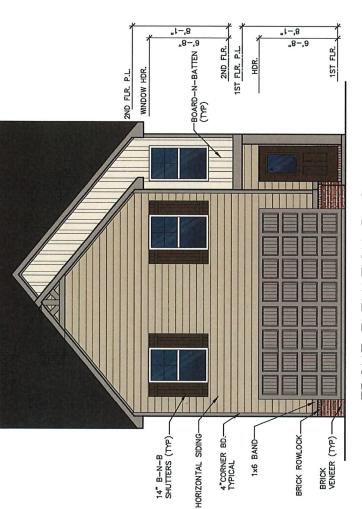
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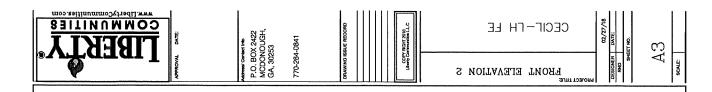
1600 HEATED SQUARE FEET

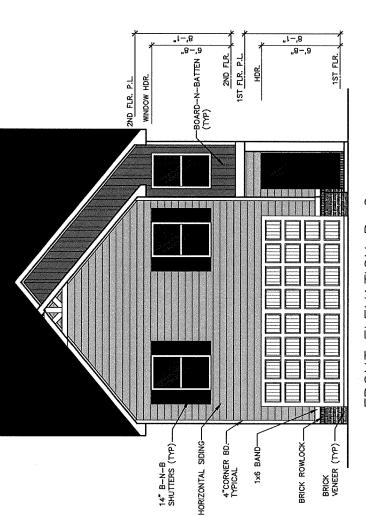




FRONT ELEVATION B-2 (SCALE: 3/16"=1"-0")

1700 HEATED SQUARE FEET





FRONT ELEVATION B-2 (SCALE: 3/16"=1"-0")

1700 HEATED SQUARE FEET

LANDSCAPE PLANS FOR:

IES CROSSING AMENITY AREA DENTRANCE

1211 EAST MAIN STREET

HOGANSVILLE, GA 30230 LAND LOT 127, 11TH DISTRICT, PARCEL #: ----ZONED: R-2, ---

SHEET INDEX

G-1COVER L-1 LANDSCAPE PLAN L-2 LANDSCAPE DETAILS



VICINITY MAP NOT TO SCALE

PROJECT DIRECTORY

OWNER/DEVELOPER
JONES CROSS/RICOPER-LOPMENT, LLC
220 NORTH LEFF DAVIS DRIVE
RAFTERILLE, GA 30214
404-539-2124
CONTACT: DAVIEL FIELDS

Foretite Group, LLC w | www.fg-inc.net
3740 Davind Ct. o | 770.361.1399
Sulte 100
Feechtree Corners, GA 30092

FORESITE

LANDSCAPE ARCHITECT
FORESTIE GROUP, INC.
3740 DANING CT. SUITE 100
PEACHTREE CONERS, GA 30092
(770) 368-1399
CONTACT: PEDRO TORRES

SURVEYOR
SURVEY
235 CORPORATE CENTER DR., SUITE 200
STOCKBRIDGE, GA 30281
770-389-8666
CONTACT: FALCON DESIGN CONSULTANTS,
LLC

LOCAL ISSUING AUTHORITY CITY OF PIOGANSVILLE PLANNING & ZONING COMMISSION 111 HIGH STREET HOGANSVILLE, GA 30230 TO6-632-8629 CONTACT: CITY COUNCIL

1211 EAST MAIN STREET HOGANSVILLE, GA 30230 LAND LOT 127, 11714 DISTRICT PARCEL #:—,—

JONES CROSSING AMENITY AREA AND ENTRANCE



COVER

1935.003 NOT RELEASED FOR CONSTRUCTION 9 JOBFILE NUMBER COMMENTS:

24 HR CONTACT: DANIEL FIELDS 404-539-2124

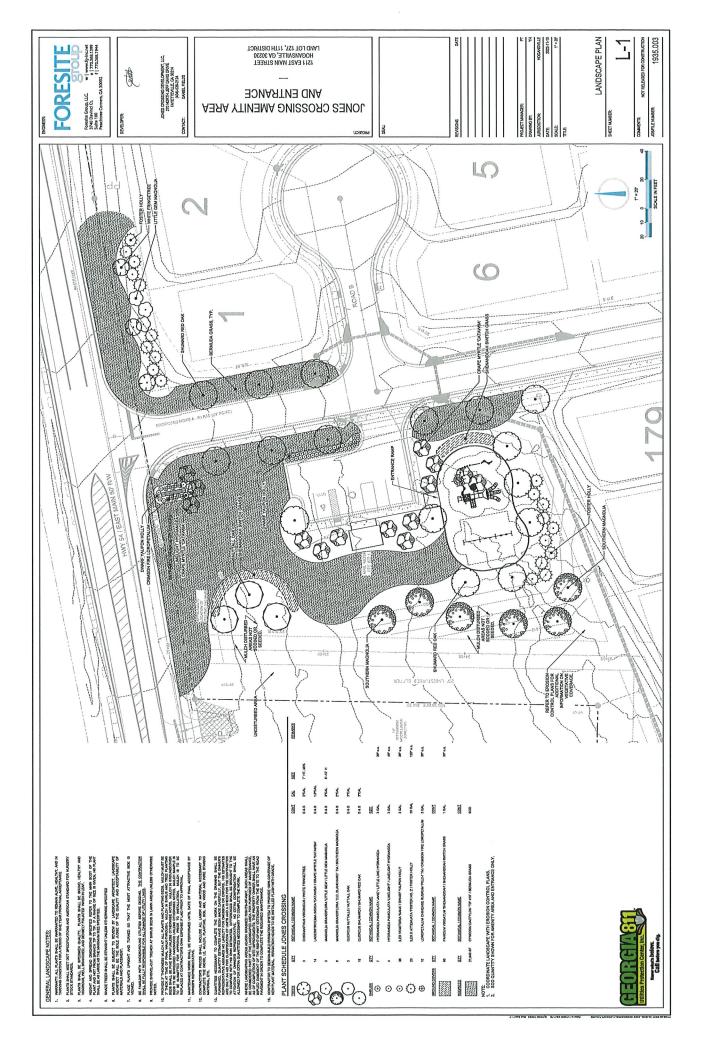
PREPARED BY:

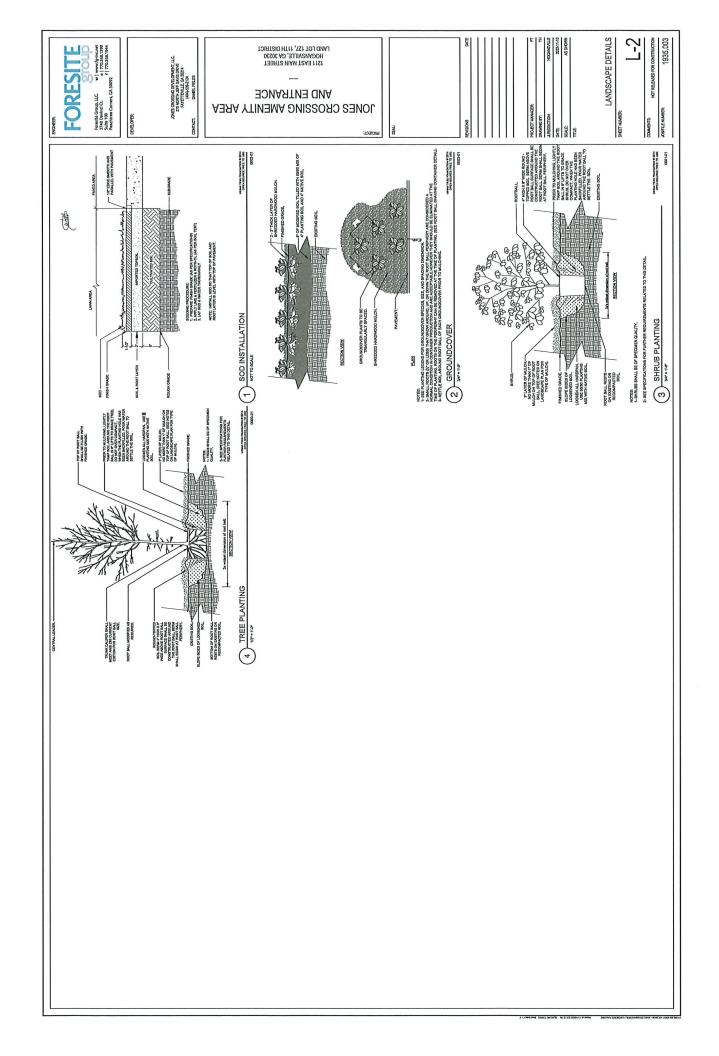
ISSUED: NOVEMBER 10, 2022 1935.003

Forestte Group, LLC 3740 Davind Ct. Suite 100 Peachtree Corners, GA 30092

o | 770.368.1399 f | 770.368.1944 w | www.foresitegroup.net









InPlay Structure Layout STR-35564 CAT # STR-35564-BN

1473.0 Approximate Square Feet

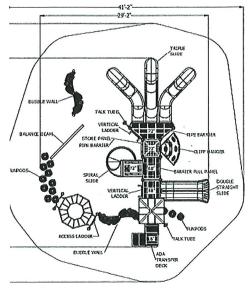
Actual Size: 29'-2" x 32'-6"

Actual Use Zone: 41'-2" x 44'-6"

Age Group: 5-12 Capacity: 110

Fall Height: 7'

Weight: 3,700









AT Part Number: SWG-00043-G rescription: Triple Bay Arch Swing

laterials: rame:

Color Green powder coated,

φ3.50" OD, 14 gauge steel

tubing.

eats: 5/16" Thick x 6" x 24"

Wide Neoprene strap.

or

3/8" Thick x 9" Deep x \u00f312" Wide Neoprene full bucket.

hain;

5/16" welded zinc coated 318 Stainless Steel

lardware: 318 Stainless Steel

Truss-Head bolts and

Locknuts

imensions:

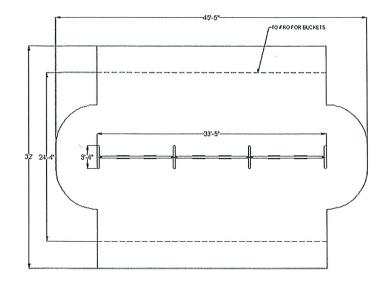
Werall Height: 96" High

pproximate Square Feet: 1219.1 sq ft

ctual Size: 3'-4" x 33'-5" ctual Use Zone: 32'-0" x 45'-5" ssembled Weight: 483 lbs

all Zone: Overhead fall zone views are or planning purposes only. Please follow uidelines as specified by the CPSC and

STM F1487





CIVIL DESIGN DRAWINGS

FOR

THOOPS MOODY RD RD

:NI GETAOOJ ABRA YTINBMA поиег своггие ROH





DEVELOPMENT DATA

FIRM FLOOD INSURANCE RATE MAP

PANEL 70 OF 400 SEE MAP INDEX FOR FIRE

MASIDONAL FLOOD INSURANCE PROGRAM

PANEL 0070E

® VICINITY MAP





MAP NUMBER 13285C0070E









JONES CROSSING AMENITY AREA

LAND LOT 127,11TH DISTRICT CITY OF HOGANSVILLE, GEORGIA

JONES CROSSING DEVELOPMENT, LLC 270 N JEFF DAVIS DR FAYETTEVILLE, GA 30214 PHONE: (404) 539-2124

© 24 HOUR CONTACT: DANIEL FIELDS PHONE: (404) 539-2124

SURVEYOR:
FALCON DESIGN CONSULTANTS, LLC
235 CORPORATE CENTER DR.,
SUITE 200 STOCKBRIDGE, GA 30281 PHONE: (770) 389-8666

ENGINEER: FALCON DESIGN CONSULTANTS, LLC 235 CORPORATE CENTER DR., SUITE 200 STOCKBRIDGE, GA 30281 PHONE: (770) 389-8666



4	CMMER/DEVELOPER	5. FLOOD ZONE DATA	
	JONES CROSSING DEVELOPMENT, LLC 270 N JEFF DAVIS DR	THE PARCEL SHOWN HEREIN DOES NOT	N DOES NOT
	FAYETTEVILLE, GA 30214 PHONE: (404) 539-2124	AREA PER F.LR.M. PANEL 13285C 0070E EFFECTIVE DATE JULY 3, 2012.	285C 0070E 12.
	24 HOUR CONTACT	LOCATED IN THE CHATTAHOOCHEE WATERSHED	Đ
	PHONE: (404) 539-2124	PROJECT RECEIVING WATERS:	ø
	ENGINEER	UNINAMED TRIBUTARY OF FLAT CREEK	AT CREEK
	FALCON DESIGN CONSULTANTS, LLC	8. PROPERTY ADDRESS	
	SUMPORATE CENTER DR.	HOGANSVILLE, GA 30230	
	STOCKBRIDGE, CA 34281 PHONE: (770) 389-8888	7. SITE REGUIREMENTS	
10	SOURCE OF DATA	PROJECT AREA	
	FALCON DESIGN CONSULTANTS, LLC	OVERALL DEVELOPMENT	1.31 ACRES
	235 CORPORATE CENTER DR,		
	STOCKBRIDGE, GA 30281		
	PHONE: (770) 308-8888		
•	TOPOGRAPHIC & BOUNDARY SURVEY		
	PERFORMED BY:	BUILDING SETBACKS:	
	DATED MAY 7 2018 I LAST BEVISED	MIN, FRONT YARD	8
	JUNE 21, 2018.)	MIN, SIDE YARD	10
		MIN, REAR YARD	
- [
÷	SITE LOCATION DATA	B. ZONING:	3
	SITE IS LOCATED ALONG HWT 24 AT THE ENTRANCE OF JONES CROSSING THE PART OF LOCATION IS OFFICIAL.		
	INCIDENCE OF THE SECOND		
	77000 100		

NOTE:
SEE APPROVED CHAL DESIGN PRANMINGS FOR JOHES CROSSING SLIBDY/SIGN FOR JOHN
HARDY JOHES WITH LAST REVISION DATE OF SYIEVB BY FALCON DESIGN CONSULTANTS
FOR COMPLETE SUBDIVISION DESIGN.

FEMA FLOOD MAP











2.0

GENERAL NOTES:

STATE WATERS BUFFER NOTE:

GENERAL NOTES

I, CAUTIDN, UNDERGROUND SERVICE ALERTI THE CONTRACTOR SYALL TELEPHONE TOLL FREE I-000-282-7411 OR 1415, MIGHAUM OF 48 HOLISS PRIOR TO THE START OF ANY EXCLANATION AS SHOWN AND NOTED ON THE APPROVED PLANS.

2. ALL NECESSARY PERMITS TO PERFORM THE WORK AS BHOWN AND NOTED HEREON SHALL BE OBTAINED PRIOF TO THE START OF CONSTRUCTION FROM CITY OF HOGANSVILLE.

), ALL CONSTRUCTION SWALL CONFORM TO ALL APPLICABLE RULES, REQUIATIONS AND STANDARDS OF THE GEORGIA STATE D.O.T. (DEPARTMENT OF TRANSPORTATION) AND CITY OF HOGANSWILLE.

THE ARTHOUGH OF THE ALL CANDER OF ANN ARE APPROVED, WAS THE ARE RESERVABLED OF A STREET CHARGE AND A STREET AND A STREE

6. THERE IS NO 100 YEAR PLOOD PLAIN ON THIS SITE PER FEAR FLOOD PLAIN COMMUNITY PAN'EL NUMBERS 13205C 0070E. DATED JALY 3, 2012 OR CITY OF HOGANSYILLE PANEL 000 OF 300 DATED JAN 2003.

6. THERE ARE STATE WATERS LOCATED WITHIN 200 FT, OF THIS PROJECT SITE.

7. THE COMPACTOR BIALL COORDINATE RELOCATION OF ANY EXISTING UTILITIES. WITH THE APPROPRIATE UTILITY ENTITY PRIOR TO THE START OF ANY CONSTRUCTION. A. THE OWNER SMALL DIRECT THE CONTRACTOR AS TO WHAT DOSSTING VEGETATION ON SITE SMALL BE REMOVED BETONG THE CLEANING LIMITS AS SHOWN AND VITED AFFECT IF ECONTRACTOR SMALL BESTING BOTTER REFORM OF CAUTION IN MOTEORING CHAIR ALL THER REMOVEL, WITH OWNER PRIOR TO THE START OF CAUTION IN MOTEORING CHAIR OF START OF THE START OF THE

9, MISCELLANEOUS MAPPING NOTES:

A L'ILLITES BYONN AVE LOCATONS OF GROUND IDENTFINEL ITEMS ADDITIONAL UTLITES MY EXIST ABOYG OR RELOW THE GROUND, THE SHAVEYOR & ENGINEER ACCEPTS NO RESPONSBILITY FOR THE COMPLETENESS OF THIS DATA.

B. THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-JANYS & EASEMENTS SHOWN OR NOT SHOWN, RECORDED OR NOT RECORDED.

IN THE CONTRACTOR SHALL REGARD, AND ABMION DESTRING TITLES BY A FIRST SHOWN PRODUCE. WHEN ADMINISTRATION OF THE WARE ADMINISTRATION OF THE WARE ADMINISTRATION OF THE WARE ADMINISTRATION OF THE WARE ADMINISTRATION OF THE CONTRACTOR WAS A RECORD TRACTOR WHEN A RECORD TRACTOR WAS TO RECORD WAS THE CONTRACTOR WAY THE WAS A RECORD TRACTOR WAS THE ADMINISTRATION OF THE WAS THE

12 AL CONSTRUCTON MUST CONFIDENT OF MODANSWILE STANDARDS AND SPECIFICATIONS, WHETHER OR NOT REVIEW COMMENTS WESTE, WHETHER

13, ALL BILT BARRIERS MUST BE PLACED AS ACCESS IS OUTANED DURING CLEARING, NO ORADING BHALL BE DONE UNTIL SILT BARRIER INSTALLATION AND STORMWITER MANAGEMENT FACILITIES ARE CONSTRUCTED.

14. SILT BARRIERS TO BE PLACED AS SHOWN ANDACR AS DIRECTED BY PROJECT ENGINEER ANDACR THE CITY OF HOGANISALLE INSPECTOR.

15. NOTIFY CITY OF HOGANSVILLE INSPECTOR 24 HOURS PRIOR TO CONSTRUCTION.

14 AL AREAS SIERDA AGRAMA, FOR EXPRESONDED AGRAMA SOURCE CONTROLLED FROM CANAVA AND WASTE GENERAL OF THE PINAL PAY. THE CHARLE STATE OF BELL'S HE POLICY TO SET THE FINAL PAY. THE CHARLE STATE OF BELL'S HE POLICY TO SET THE PINAL PAY. THE CHARLE STATE OF THE POLICY TO SET THE CHARLE SAFELL BELL CONTED WITHIN CORE. HUNDRICD (TOD) LINEAR FIELT OF ANY PROPIERTY LINE OF PROCESTY LINE OF PROCESTY LINE OF THE CHARLE STATE OF THE PAY.

11. THE UMMERDEVELOPER AND ENGINEER HAVE REVIEWED THE APPRIORIATE LOCAL STATE, AND FEDENAL RECLANDAN ELOCALSTATE, AND FEDENAL RECLANDAN ELOCALOPEAT OF FLOOD PALMS AND HAVE TERMINED TO THAT DAY THE STATE THE STATE THE STANDANDE PRESENTED TA APPLICABLE REGULATIONS.

18. WATER SERVICE TO BE PROVIDED BY CITY OF HOGANSVILLE.

TO ALL EROSION AND SECIMENTATION CONTROLS, AND TREE PROTECTION MEASURES SAULL BE INSTALLED PRIOF TO GRACING.

28, SIQNING AND STRIPING TO BE PROVIDED BY THE CONTRACTOR ACCORDING TO M.U.T.C.D. SPECIFICATIONS.

21. ALL FILL AUBJAS MUST BE COMPACTED TO A MINIMUM OF 99% STANDARD PROCTOR. 22. NO WOODY VEGETATION IS ALLOWED WITHIN 15 OF THE DOWNISTREAM TOE OF EARTHEN EMBANIMABYT.

22. THE CONTRACTOR SYALL BE RESPONSIBLE FOR SIGNING AND MANTENANCE OF TRAFFIC CONTROL DURING CONSTRUCTION IN ACCORDANCE WITH THE MUTTED, GADOT, AND CITY OF HOGANSYILLE STANDARDS.

GRADING NOTES: PLACEMENT AND COMPACTION

SUPPLIANCE STATEMENT STATEMENT CENTER TO NOT HAD STATEMENT OF STATEMENT STATEMENT OF STATEMENT O

2, PLACE BACKTIL, AND FILL MATERIALS IN LAYERS NOT MOBE THAN 12 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTED BY HAND-OPERATED TAMBERS. IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMBERS.

3. BETORE COUPACTION, MOISTEN AND AENATE ELOK LAYER AS NECESSARY TO PROVIDE WANNIN MOISTENCE CONTEST, FROM THE MOIDTY, FROZEN OR CONTANN PREST OR EC.

4. COMPACT SUBGRADE AND EACH LAYER OF BACKGRILL OF FILL MAT". TO AT LEAST 80% OF RESTANDARD PROCTOR MAXIMILM DRY DENSITY TO A DEPTH OF °P BELOW BOTTOM OF FINAL DRADE.

4. MOSTURE CONTROL WREDE SABOUNGE ON LAVER OF SOIL MATERIAL HUST TE MOSTURE CONTROLS DESCRIBE CONFORMED SABOUND SABOUN

I REMOVE AND REPLACE, OR STAGETY AND AIR DRY, SOIL MATERAL THAT IS TOO WET TO PERMIT COMPACTION TO SPECIFIED DENSITY.

7. SPREAD SOE, MATERIAL THAT WAS BEEN REMOYED BECAUSE IT IS TOO WET 1'D PERMIT COCHMATION ASSES DEVILOR OF DISIDIALA, WARROWING, ON PULVERIZING UNTIL MOISTURE COCHMATION IS REDUCED TO A NATIONATORY WALLE.

A QUALITY CONTROL, TESTING LEGISLOS, ASSENDED A CONTROL L'ESTING ESPONDE. TO MENERAL DES CONTROLLOS ALLOS DESCRIPCIONELL LATER BESTORET NA DESCRIL DE ROMATINO HORNE SE PERCONAED. TESTI SINALI DE PERCONAED. SINALI SINAL

o, obstechnical, spec's depicted hereon are gudelines only and should be Verief by a fecotamble octoberlyck, exchester prior to the combinciblest of construction recommendations from a register octoberlycal enginest (if Any) skull, supersede the above referenced spec's.

16. THE CONTINUENDE BALL IMMEDIATELY MOTIFY THE OWNERS OF THE DESEDVENTY OF ANY OLD WORKER SERVICES AND SHORED SHARE THE COURSE OF ANY SECRETARIST CONTINUENCES. RESPONSE TO AN ENERGY THE SERVICE AND SHARE TO BARRETTHE SERVICE AND SHARE TO BARRETTHE SERVICE AND THE SERVICE AND THE SERVICE AND THE SHARE THE WAY THE SHARE THE SHARE THE WAY THE SHARE THE SHARE THE SHARE THE SHARE THE WAY THE SHARE THE SHARE

11, ALL CUT AND PILL SLOPES (WITH THE EXCEPTION OF DETENTION AND SEDIMENT PONDS). BYALL BE LESS TWAN OR EQUAL TO 21, POND SLOPES SHALL BE 31 UNLESS OTHERWISE OVIDED.

CITY OF HOCANDAILE ASSUMES NO RESPONSIBLITY FOR THE OVERFLOW OR EXOSION WATURAL DRAINS OR THE MAINTENANCE OF STORM BRAINS BEYOND THE EXTENT OF THI REEF RIGHT OF WAY,

WATER/SEWER DISTRIBUTION SYSTEM NOTES:

1. REFER TO WATER DETAIL SHEET AND THE CITY OF HOGANISVILE WATER ANTHORINE SPECIFICATIONS (LATEST EDITION) FOR ADDITIONAL DETAILS AND SPECIFICATIONS.

2. PRE-CONSTRUCTION CONFERENCE IS REQUIRED WITH THE CITY OF HOGANSVILE. WATER AUTHORITY PRIOR TO WAYER METER CONSTRUCTION.

A. A COMPLETED METER APPLICATION ALONG WITH ANY FEES DUE CITY OF MODANSYILE. WATER AUTHORITY AUST BE RECEIVED PRIOR TO PRE-CONSTRUCTION COMFERENCE.

COMPRIVED WITH LIBSTON, THE ALLE BY THE GROUPS COORDINATED WITH LIBSTON AND THE ALLE BY THE GROUPS CONTINUE AND THE ALLE BY THE B

PARTICIPATION CONSTRUCTION CONS FALCON DESIGN CONSULTANTS WANTER OFFICE THE CHARLES CONTRACTOR OFFICE AND CONTRACTOR CONTRACTOR OFFICE AND CONTRACTOR CONTRACTOR OFFICE AND CONTRACTOR CONTRACTOR OFFICE AND CONTRACTOR CONTRACTOR CONTRACTOR OFFICE AND CONTRACTOR CONTRACTOR CONTRA the Administration of the Administration of

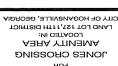
3. CONTRACTOR FOR THE WATENSBWER LINE MUST MAYE STATE APPROVED LICIENSE AND BE ON THE APPROVED LIST FOR CITY OF HOGANSYILLE WATER MUSHITY.

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HOW TO USE THESE DRAWINGS:









JONES CROSSING

AMENITY AREA

LAND LOT 127, 1171H DISTRICT

LOND CF HOGANAVILLE, GEORGIA

AMENITY AREA

LOND CF HOGANAVILLE, GEORGIA

LOND CF HOGANAVILLE, GEORGIA

AMENITY OF HOGANAVILLE, GEORGIA

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SHEET NUMBER 2.1

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SECITOR BE INCIDED	DETAIL					(0		VEGETATIVE MEASURES DETAIL SYMBOL	- Sec. 19		T.	100	81 B 1888 8888		EN		Sec. 35		TION OF THE SYMBOLS AND R SEDIMENTATION AND ER ITS FOR GEORGIA."
LEGEND	PRACTICE	Made 4270	TEMPORARY STREAM CROSSING	ETORM DRAIN OUTLIT PROTECTION	SUNFACE	TOP BOLLING	TREE PROTECTION	VEGETATED WASTERWAY OR #TOHA WATER CONVEYANCE CHANNEL	PRACTICE	RATEM	DISTURBED ANEA STABLEZATION (WITH MILECHING CALY)	DISTURBED AREA STABLEZATION (META TEMPORARY SEEDING)	DISTURBED ANDA STABLEZATION PATH PEDMANDAT VEGETATION	DISTURBED ANDA STANDLIZATION (MTH BODDING)	Darros COMPOL CO	ERORION CONTROL MATTING AND BLANKETE	PLOCOLLANTS AND COMOULANTS	ETREAMENNE STABLEATION (USING PERMANENT VEGETATION)	TACKGFEFFE AND BENDERB	THER EXPLANA THE MANUAL FOI OSION ACT OF 18
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SON	Г	т.	Γ.		ı	7.	1		3,			Ι	<u> </u>				Γ	7	· .	
® EROSION CONTROL LEGEND	DESCRIPTION	A new between y better or dan consisted of section a week, diskings didth of and of conventuable feet,	respondent and desire.	A worked stees pad bossted at the coord-talker who as to powide a place his removing mud basis time thereby protecting public streets.	A terrelary cornelated as part of a cornelation paint. Metable porces trade, patholism fracts, porting parameter cornelation while transportation refers.	A besporing theirsé constructed to carrey flow extend a construction still while a periment shutcher is being combinded,	An earth statemed or othe located above, budder, or some a skipp to sheet formett. This may be a becoperary or personnels which its.	A šadba cordaž si hasoy dzir lazite se cites zaskela deligned to selekj cordaci karban szasif dosni s akipel Tits is kenpernyr sied inaspersker,	ednje s umap juoni stajuna jurpuno jappa si jendijesj yapati umjulja so grevoc jenoposa "odja" syvoji prakd V	Form Steel beakes with us hard pleted Into position faming set emblishing structures.	Permanent extraktive bytalled to potent charrents or waterways alives objectives the slope would be writtent for the turning water to from pulles.	A storm flow subsidence constituted at para grade events for whereby contemitrated injust front to the theretyped at a non-extent websity onto undebasted areas whether by subdity properties.	A temporary alons fiber dem betshied omnes debisgewegs ar in secjandien yaft a bemperary sediment big.	A well britished to stabilize not stid fill alegoes where restiming permeation alegoes are not obtainable. Each whaten will require special design.	A device or etuature placed in forci of a permenent storm water destribin proof activit altunture to server a a temporary sediment filter,	A barrier to provent sediment their learning the constitution also, il may be servicely, below of ethers of they, love, long and poles, or a bill factor.	A bringerary protective denice formed at or ground en- blet to a storm denich to trap meditraent.	A hearth streamed by settlemed on an electron or weeknery. The suchloor weder most to bempossity obsered allowing the bulk of the swellment be drop out.	A unial humpoury paint flet Cobbs a cithabled trea to that enderent one welfe out, The privation beakes deletionability is beingsory medicant tool from a humpoury endinest beath is the latel of a plan or clear,	A baryon's devices that reference bein the section the section of sections; party, or bestine at a carbodist total of their.
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SECTION OF INGILITY	DETAIL						W								B					
ai Ecuato	PRACTICE DETAIL		CONNET.	CONSTRUCTION	CONSTRUCTION NO.00 STABLEZATION	STREAM DIVERSION CAMMAZ	новыми	TEMPORANY DOWN FRANK BINCTIVES	PERMADUL COM DIVIN STRUCTURE	холохо	מאטבת אטאור מאטב מאטר מאטר מאטר מאטר מאטר מאטר מאטר מאטר	TOUT SAMOONALE	ROCK PLTDI	RETCASSIO	пствонттика	vanem vanem	NATT TANKOR TANK	NEW TOWNSON THAN IN THE STATE OF THE STATE O	TURORANY BUDINCAT THAN	измения измения
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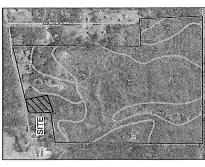
SOILS INFORMATION:
SOURCE: USDA WEB SOIL SURVEY
 HYDROLOGY STUDY AND BASIN MAPS:
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NSITE)	02 CV.
SILT STORAGE REQUIREMENTS (ONSITE) DISTURBED AREA; US AC. REQUIRED STORAGE ST CY I AC. "12 = 21.8 CY	ILT STORAGE PROVIDED OVOGRE PER LESSIF FREE INSTALLED ALCHE ENTRACE INSTALLED ALCHE ENTRACE FRANCE; TOTAL SILY STORAGE PROVIDED: 41.02 CY.
AGE REQUIREMENT DISTURBED AREA; 0.2 Ac.	OVIDED T PENCE INS AZ C.Y. (841-5): 41.0 PAGE PRO
TORAGE DISTU	SILT STORAGE PROVIDED STORAGE PRE LF. SILT FRUE INSTALLED 6,4,6.7., 233,1.8., 4,60.0., 4,40.0
SILTS	SILT ST STORAGE 0,14 C.Y.* AVAILABL TOTAL
(8)	

COADING		MANTENANCE OF EROBION, REDILEMENTATION, POLLLY	CONTROL, AND TREE PROTECTION MEASURES.	INTERMEDIATE PHASE	GRAZING, BTDRIK DRAM INSTALLATION, SUZA", SUZA AND CUTLIT PROTECTION	INSTALL UNDERGOUND UTILITIES	GENERACI	MANTENANCE OF EROBENI, SEDIMENTATION, POLLU. CONTROL, AND THEE PROTECTION MEASURES:	
	Taylobact poolition	200000000000000000000000000000000000000	CACE PER L.F. SILT PENCE INSTALLED	2.Y.* 283 L.F. = 41.02 C.Y. LABLE STORAGE (8df-5): 41.02 CY.	TAL SILT STORAGE PROVIDED: 41.02 CY.		GE PROVIDED BY DOWNSTREAM STORM WATER MANAGEMENT COOSSING SHADMSTON SEE APPROVED CIVIL DESIGN DRAWINGS FOR	IUBDIVISION FOR JOHN HARDY JONES WITH LAST REVISION DATE OF	

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EROSION, SEDIMENTATION AND POLLUTION CONTROL NOTES:

(B) (f) 1. THE RECEIVING WATER FOR THE PROJECT IS UNIVAMED TRIBUTARY OF FLAT CREEK. THE SITE AREA IS CURRENTLY PARTIALLY DEPLOYED PARCEL.

- 2.24 нои солист резвок вика, паша янопе (ма) каждак.

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 (© 4 коти еметам он от метьмо рет кедом ехипоменты, ие, метьснять итны во тет ог ятт
 - © 6. ENGGION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE CONTROL DAY NOCES NOT PROVINCE FOR EXECUTE CONTROL MODIFICATION OF THE CONTROL MACADINES SAALL BE IMPLEMENTED TO CONTROL OF TREAT THE SETIMENT SOUNCE.
- (B) 7. THE EXCAPE OF SEDIMENT FROM THE GITE SHALL DE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, LAND-DISTURBING ACTIVITIES.
 - B. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILZED WITH SMILLED OF TEMPORARY SEEDING.
- B, CONSTRUCTION EXIT TO BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PLACE PROJES, CONSTRUCTION EXIT STONE SZET TO BE A.S.T.M. CHAI, SZEE FI (1-1/2" TO 3-1/2" LUMITER) WITH A MIN, RA DIFFORMED OF F.
 - 10. ALL SILT FENCE SHALL COMPLY WITH GEORGIA D.D.T. STANDARDS AND SPECIFICATIONS. THE CONTRACTOR SHALL PRODUCE A LITTER OF WARRANTY THAT WATERIALS MEET THESE SPECIFICATIONS AND THAT THE FABRIC ON GA. D.D.T. D.P.L. FOR.
- 14. POLLITINO CONTROL. IN CALBURATE SON THE STITE INCLUDE PROPER WACTE DESPOSAL, PROPER MANAGEMENT OF PROPERLA MANAGEMENT OF PROPERLA MANAGEMENT OF PROPERLA TANGE, TROOPERS PROME PROPERLES, AMENTAN PREMADE ESPOSAL, MAN ON-STITE VEHICLE STORAGE, AND MANTENANCE, NO DEBIEST THAT IS GEREAVED WILL BE JURIED ON STIT.

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O SANTENEY WATE:
AS SET CONTIONS WERRAIT, ALL SANTANT WATE WILL BE WANGED APPOPARTE. OF ETHER AND ORDER
AS SET CONTIONED SWINNEY WATER WANGED TO FRACTOR, AND ORDER TO STATE OF
GOORGE, LONGED SWINNEY WATER WANGED TO STATE OF
GOORGE, LONG DA PROPOPAUTE SANTAN WATER HALLING.
THE HALLING
TO ALEGAL, MODAPPOPAUTE SANTAN WATER HALLING.

WASHOUT OF THE CONCRETE DRUM AT THE SITE IS PROHIBITED.

- GE SELL ERREGENZE MANAGERET PROGRESS. THE PROGRESS THAT WILL BE USED TO REDUCE THE REK OF SPILLS THE CONFINE AND THE HELL MANAGERET HE REK OF SPILLS OF OTHER MANAGERET, EXPOSITE OF MATERIALS AND SUBSTANCES, AS WELL AS A CLEAN-UP PLAN IF RICKESSAN.
- "HE PROBLEM LOURS HOUSE OFFICERS WHO FOR HES.
 "HE PROSESS HESPILED TO EXCEPT OFFICERS HESPILED TO THE PROBLEM LOURS HESPILED TO THE PROBLEM HESPILED T

- Substance Convict Number of serial serial rectulations cell serial refreshments not class attended to the conviction of serial ser
 - F POLJOWNG WATERALS OR SUBSTANCES ARE ANTICIPATED TO BE PRESENT ONETE DURING SYTHOLYON, CONCENTE AND ASPAULT, CAUSHICR RUN BASE WATERAL, DETENDENTS, PANTS TOWAKE, DOS, HETA, STUDS, CONCENTE, TAY, FERTILLZERS, PETROLEM BASED PRODUCTS, CLEANING SOLVENT OD; MASONEY BLOCK.
- 7, WASTE DGBOGAL, SOLID MATERIALS, INCLIDING BUILDING MATERIALS WILL BE DISPOSED OF OFF SITE AND MICHERPERE WILL NOT BE DISPONABLED TO WATERS OF THE STATE FROM THE CONSTRUCTION SITE, EXCEPT AS TUTHORIZED BY A SETTORN AAA PERMIT. 48. AL PETROGRAM PRODUCTED SANT LES TOTAL DE TOTAL AND L'AUT PRODUCTED SANT L'AUTOCHOMY NAVAIRET PET L'AUT POUR L'AUT POUR L'AUT PROGRAMMENT FELLOS TOTAL D'AUT DE CONTED IN MA MEN WITH THE LOST TO RESERVAIL LINKYT TE MAN CANADAMENT FENT SANT L'AUTOCHOM TO CONTED IN MA MEN CENTRAL TO MAN CANADAMENT CANADAMEN
 - II ALL POTENTAL POLLINDS SQUICES WAL IB EIDPITED IN LELLION PETROLINA PRODUCT STORAGE.

 TO SMETEL WALD MY, HERIEDIES AND AY OTHER POLLINAVES WHICH WAY THE POTENTAL, TO BE ESP.

 TO SMETEL WALD BE EIDPICHADED IN HE STORAW WATER BURGET, PRACTICES WALL BE MATELBURGET.

 TO SMETEL THE REDUCTIVO OF THESE POLLINAVES IN STORAW WATER DISCHARGES.

SITE SPECIFIC NOTES

- PANT ANDOR OTHER CHIEFLOAD SHALL BE STORED IN SECURED ACCULTIES WHE RESTRICTED ACCESS YO WAS CONTROLLED AND STORED, OF THIS MATERIAL SHALL BE IN ACCORDANCE WITH ALL RECONTROLLED CALL AND FEBRUAR REQUIREMENT. ALL DISPOSAL SHALL BE TO APPROVED OFF SITE WASTI RECONTROLLED AND SHALL SHALL
- YALP STROLEN PRODUCTS BACK IN ET GROBED AND UNDER DIA MARKEN THAT PROPUGE ASCEDIOLARY
 CONTAINED TO STATISE, AND SHALL BE LOCATED IN MARKEN WITH HE LOST FREEZEGALE BINATI FAIL
 CAYASTROPHIC BENT SHOULD OCCUR. BARRIENCY CONTACT MANBERS AND PROCEDURES FOR SPILLS BHALL
 BE MAILBLUE DHASTILE.
- PLANS WILL BE PROVIDED TO SECONDARY PERMITTEES.

AMENITY AREA LOCATED IN: LAND LOT 127,11TH DISTRICT CITY OF HOGANSVILLE, GEORGIA

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FALCON DESIGN CONSULTANTS

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SITE CERTIFICATION

- (3) "I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATION: DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION."
- THE PRIMARY ESCOLANCY OF BETRIARY PREMIETE SHALL MASS ESTROOK SEDEMONT TO BE OLUTION CHARLOW IN HIGH ANALIAEL UPON PROLIETY TO BESIGNATIO SPECIALS OF THE LOCAL CONSIMBLET. INSPECTIONS SALL IS DONE IN A CERTIFIED PREMIET IN DEPENDENT THE PRAMEY PERMITTEL AND THE RECOGNED RECORDES SHALL BE LAFF OWNERT IN COMPLIANCE WITH CARL, 100001.
- T CERTIFY THAT I, AS THE PROFESSIONAL WHO PREPARED THE ESAPC PLAN, WILL INSPECT THE INSTALLATION OF THE APPROVED PLAN WITH SERVEN ON THE APPROVED PLAN WITH SERVEN OF DAYS AFTER INSTALLATION







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SHEET NUMBER



EXISTING CONDITIONS

JONES CROSSING

LAND LOT 127,11TH DISTRICT

COTT 05,11TH DISTRICT

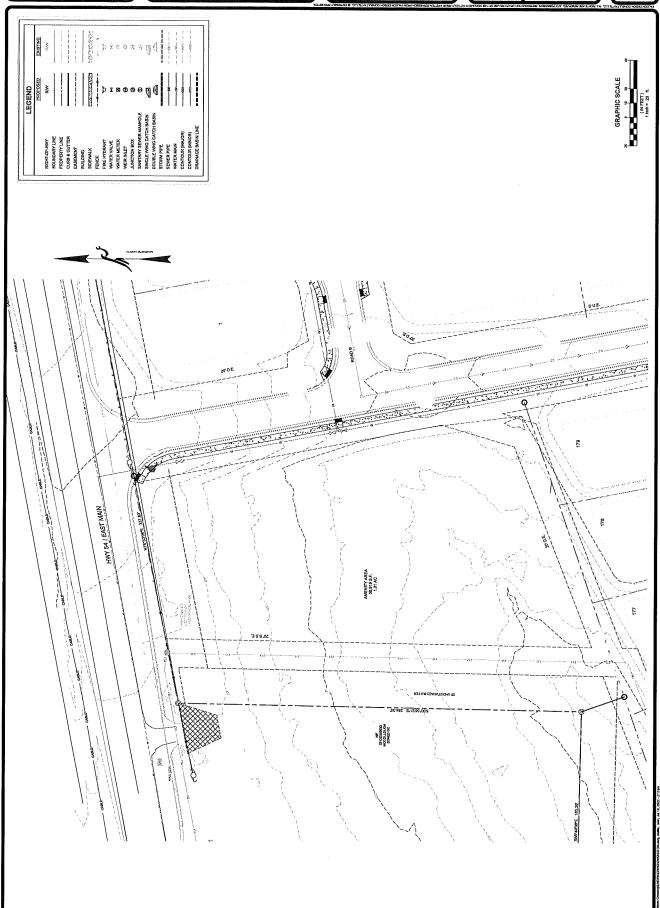
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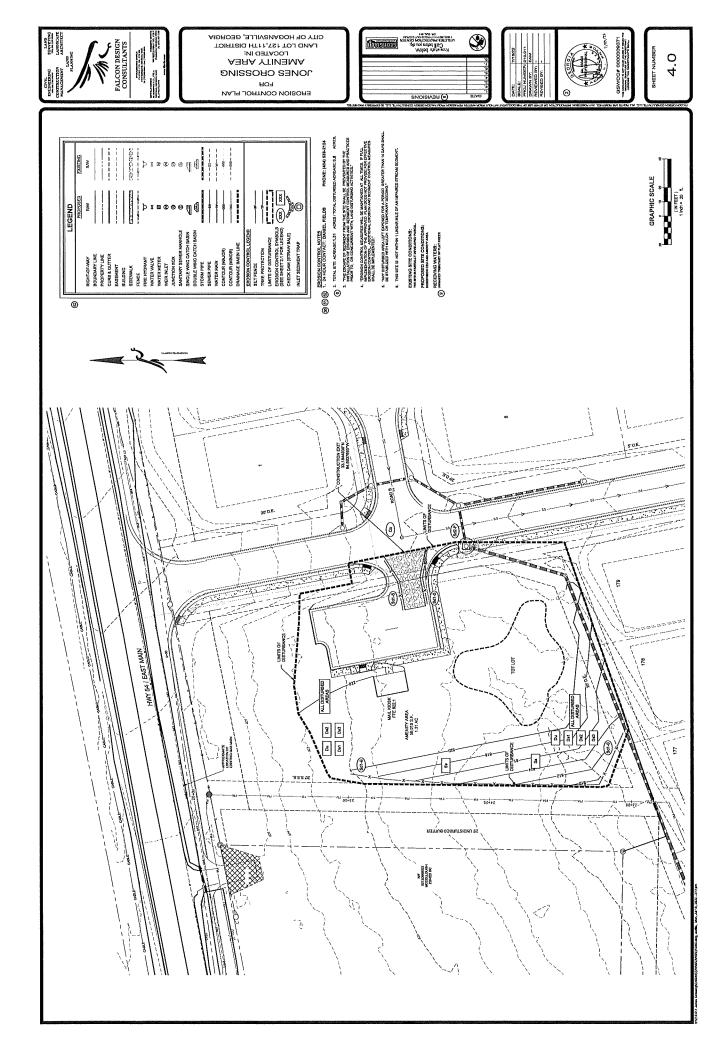














JONES CROSSING

AMENITY AREA

LOORTED IN:

LAND LOT 127,11TH DISTRICT

CITY OF HOGANSVILLE, GEORGIA

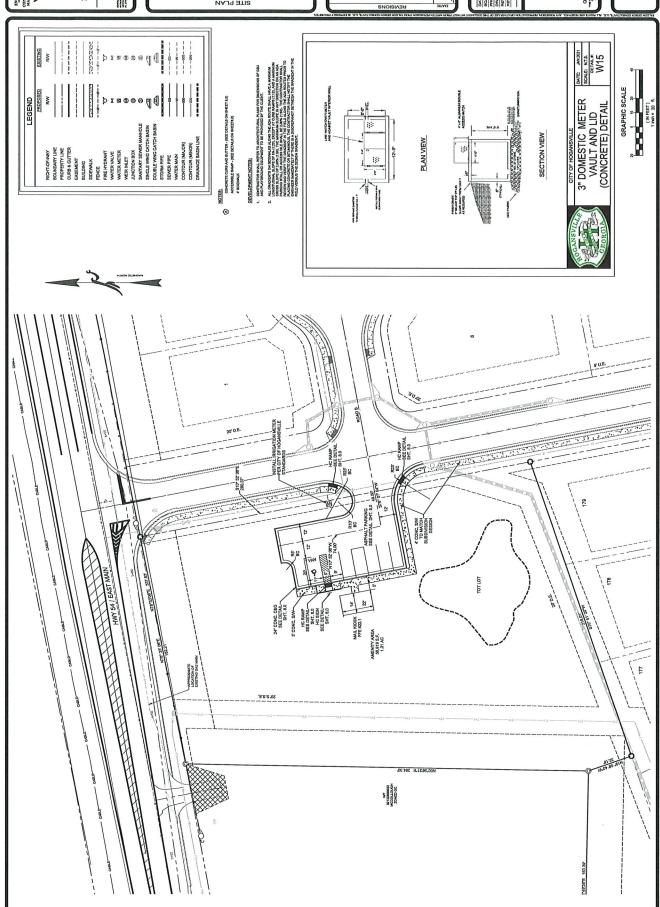
SITE PLAU RO3













JONES CROSSING

AMENITY AREA
LOOATED IN:
LAND LOT 127,11TH DISTRICT
CITY OF HOGANSVILLE, GEORGIA

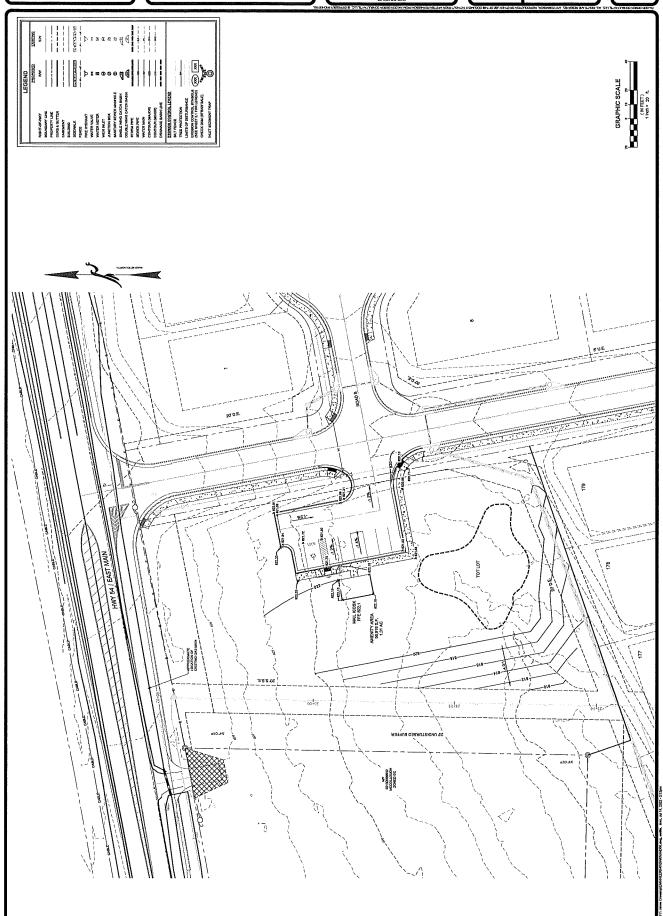
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LOCATED IN: LAND LOT 127,117H DISTRICT CITY OF HOGANSVILLE, GEORGIA A3RA YTIN3MA NOMES CHOSSING ROP

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measure that should be used before werd ero- are static Bern prioring our windred safe of a se. Chizek-type playes spaced about 12 orders apart, sprey jackhed harrow, and serials playe, are corrupted of equations that may produce the desired defined.	Irrigation. This is generally done as an emer- gency treatment. Site is spiriteded with writer until the surface is wel. Repeat as needed.	Barriera. Solid board fences, snowfences, busto lences, crote wals, boles of hay and smilar material cure to so used to used to control and material cure of the used to control and the control of the c	prevating currents at intervals of agent 16 times. The height are effective in controlling who eroston.
Dust Control on Dusturbed Areas	2.3 Total		DEFINITION Controlling purface and sir movement of dust

DEFUNION
Controlling turface and air movement of duta
on construction sites, roads, and demoliton sites

*To prevent surface and an movement of dust from exposed sof surfaces To reduce the presence of accome substances that may be harmful or injunous to human health, wertam, or satety, or to animals or plant life.

Permanent Vegetation. See spacification Ded.
—As tubele Afres Substitution (With Permanent Vegetation), Existing introduced into Substitution of Vegetation).

fepselling. This entails covering the surface in less proofication - Tepselling Stene, Cover authors with crushed abne or contragravel See specification Ch-Construction Soul Stabilization.

Calclum Chloride. Apply at rate that will keep autage more. May need retreatment.

3. Permanent Methods

CONDITIONS
The practice is applicable to areas subject to surface and air movement of dust where on and off-cate dareagn may occur without inextment

Matcher, Ser standard bet - Ditturbeel Area Schillstade (19th Matcheld Only), Synthetic rears myble used retained a stebaltic best much materia. Refer to specification Tate - their fire-fleure should be used accurring in manufacture's recommendations. METHOD AND MATERIALS A. Temperary Methods

Vegetative Gever. Son specification Dr2 Disturbed Area Stabilization (With Temporar) Seeding). Yillage. This practice is designed to maghe nd bing dods to the suiface. It is an encogen Spray on Adhes Ives. These are used on mine also the first soles (not effective on muck soles). Resp staffer these areas. Poler to specification The - Tackfiffer

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TYPICAL INSTALLATION GUIDELINES FOR ROLLED EROSION CONTROL PRODUCTS (RECP) BLANKET AND MATTING CROSS-SECTIONS





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Office and the county of the c	Section 20 That Dec by Sent Dec.	Figure 6-10.1 - Typical Installation Guidelines for Marting and Blankers
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PATE (BELOED)

PLANTING YEAR FERTILIZED

PP STEEL

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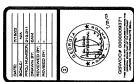
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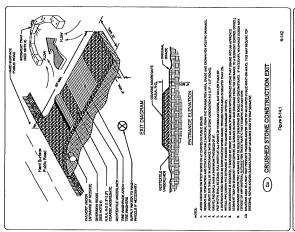
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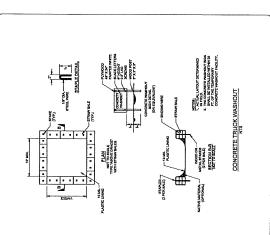
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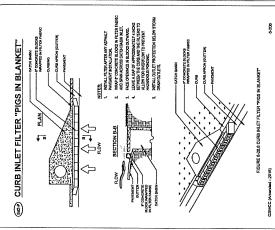


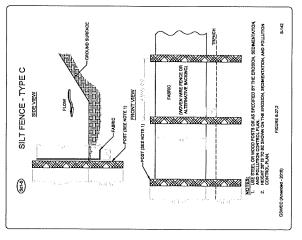














JONES CROSSING

AMENITY AREA

LOOATED IN:
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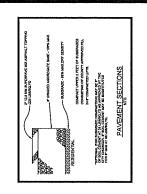
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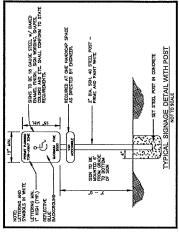


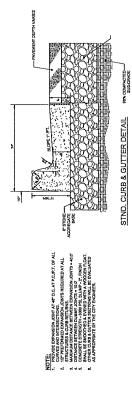


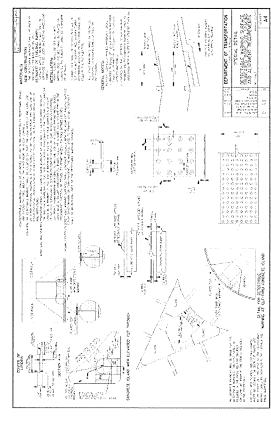


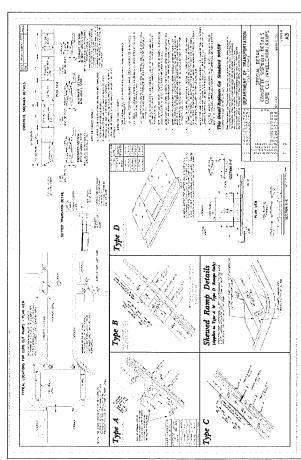


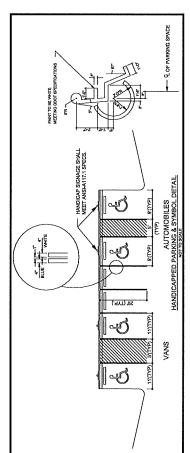












CITY COUNCIL
Mayor Jake Ayers
Michael Taylor, Jr., Post 1
Mathew Morgan, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5



City Manager - Open Lisa Kelly, Interim City Manager Alex Dixon, City Attorney

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

COUNCIL ACTION FORM

MEETING DATE: December 19, 2022 SUBMITTED BY: Lynne Miller			
AGENDA TITLE: Royal Theater – Lead-Based Paint Screening & O&M Plan			
CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)			
Ordinance (No) Contract Information Only Public Hearing			
Resolution (No) Ceremonial X Discussion/Action Other			
BACKGROUND (Includes description, background, and justification)			
Before the City can hire a general contractor for the Royal Theater renovation, our EDA grant requires that we test for lead-based paint and provide a Lead-Based Paint Operations and Maintenance Plan if any LBP is found. The City recently obtained quotes from 3 qualified environmental consultants for this task. The three quotes were:			
1) Willmer Engineering, Atlanta GA: \$13,000 for the testing and an additional \$4,100 for the O&M Plan. 2) Environmental Associates, Roswell GA, as sub to Southeast Environmental Services Inc: \$5,445 for testing and plan. 3) Paragon Industrial LLP, Opelika AL: \$115 per test, with no reference to number of tests nor O&M Plan.			
BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)			
This work will be funded by existing Royal Theater grants.			
STAFF RECOMMENDATION (Include possible options for consideration)			
Staff recommends that the City engage Environmental Associates of Roswell GA to perform the required lead-based paint testing and provide the required Lead-Based Paint Operations and Maintenance, for a sum not to exceed \$5,445, working with Southeast Environmental Services Inc.			

Lynne Miller

Lyinie willer			
From: Sent: To: Cc: Subject: Attachments:	Tom Wasson <tom.wasson@sesi.net> Monday, December 12, 2022 9:24 AM Lynne Miller Arielle Schlesinger; Nicole Kondos; Fabricio Cardoza (saltarin1967@yahoo.com) FW: Royal Theater Hogansville-LBP Proposal Attached LBP-RoyalTheater-001.pdf</tom.wasson@sesi.net>		
Importance:	High		
Good Morning, We received this proposal over the weekend we will add 10% or \$495.00 The total Proposal will be \$ 5445.00 Tom Wasson			
SESI 770 616 6835 From: jeff giles <gilesjeff@< td=""><td>ଅlive.com></td></gilesjeff@<>	ଅlive.com>		
Sent: Sunday, December To: Tom Wasson <tom.wa< td=""><td></td></tom.wa<>			
Hey Tom,			
See attached proposal. Let us know when we can start.			
Thanks! Jeff .			

Environmental Associates, Inc.

270 Hollyridge Drive Roswell GA, 30076 678-831-0146

Tom Wasson Southern Environmental Services 105 Triad Court, Suite 12 Marietta, GA 30062 December 10, 2022

REF: Lead-Based Paint (LBP) Screening/O&M Plan

SUBJECT SITE: Royal Theater 400 E Main St, Hogansville, GA 30230

Dear Tom,

Environmental Associates, (EAI) would like to thank you for the opportunity to submit a proposal in regards to the LBP screening and Operations & Maintenance (O&M) plan at the above-mentioned site.

EAI will complete the field work utilizing a XRF paint analyzer, bulk paint chips will be collected on as needed basis.

*In the event the XRF reads none detected (ND), bulk paint chips will need to be collected and analyzed at a 3rd party laboratory.

O&M Plan\$ 1,600.00

TOTAL COST ESTIMATE\$ 4,950.00

A final report of our findings for the subject site will be submitted within 7 days after the initial field work is completed. All services related to this project will be performed in compliance with all applicable Federal, State and Local regulations and codes.

If you have any questions concerning this proposal or any other matter in which we may be of assistance, please feel free to contact me directly at (770) 891-0484.

Respectfully,

Jeff Giles

Senior Industrial Hygienist

au Bala.

770-891-0484

gilesjeff@live.com

CITY COUNCIL
Mayor Jake Ayers
Michael Taylor, Jr., Post 1
Mathew Morgan, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5



City Manager - Open Lisa Kelly, Interim City Manager Alex Dixon, City Attorney

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

COUNCIL ACTION FORM

MEETING DATE: Decem	nber 19, 2022 SUBN	MITTED BY: Lynne Miller	r LSKW
AGENDA TITLE: Royal	Theater – Dunwody-Beeland		
CLASSIFICATION (City A	Attorney must approve all ordi	inances, resolutions and contr	acts as to form)
Ordinance (No)	Contract	Information Only	Public Hearing
Resolution (No	Ceremonial	X Discussion/Action	Other
BACKGROUND (Includes	description, background, and just	tification)	
Attached is Dunwody-Beeland's proposed contract to provide design services for the Royal Theater restoration. Dunwody-Beeland's proposed fee is \$140,000, based on a \$2 million construction budget (5% of construction cost for design, and 2% of construction cost for construction administration). \$140,000 is in line with the firim's original proposal to the City in October 2021. If we are successful in securing additional funds, then DB's fee would be adjusted accordingly, always limited to 7% of construction cost. The firm has worked closely and satisfactorily with us so far.			
BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)			
This contract will be funded by existing Royal Theater grants and SPLOST.			
STAFF RECOMMENDATION (Include possible options for consideration)			
Approve Dunwody-Beeland's contract, not to exceed 7% of Royal Theater construction costs.			



Standard Form of Agreement Between Owner and Architect without a

Predefined Scope of Architect's Services

AGREEMENT made as of the

12th

day of December

in the year 2022

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Hogansville

111 High Street

Hogansville, Georgia 30230

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

(Name, legal status, address and other information)

Dunwody/Beeland, Architects, Inc.

300 Mulberry Street, Suite 604

Macon, GA 31201

for the following Project:

(Name, location and detailed description)

Remediation and Remodeling of the HistorRoyal Theater in Downtown Hogansville

Existing 7,300 square foot building

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

SEE EXHIBIT 1

- § 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability \$1,000,000.00
- .2 Automobile Liability \$1,000.000.00

- .3 Workers' Compensation \$1,000,000.00
- .4 Professional Liability \$1,000,000.00

ARTICLE 2 OWNER'S RESPONSIBILITIES

- § 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- § 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.
- § 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

- § 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
- § 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment

suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

- § 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.
- § 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

- § 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.
- § 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201TM—2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- § 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

- § 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

\times	Arbitration pursuant to Section 4.3 of this Agreement
	Litigation in a court of competent jurisdiction
	Other: (Specify)

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

- § 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation Or Joinder

- § 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

- § 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.
- § 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.
- § 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

A fee of 5% of construction cost for Architectural and Engineering drawings and 2% for Construction Administration and paid as follows:

Preliminary Plans 35%
Construction Documents 45%
Bidding 5%
Construction Administration 25%

- § 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
 - .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, standard form documents;
 - .5 Postage, handling and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
 - Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
 - .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses; and
 - .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Zero percent (0%) of the expenses incurred.

§ 6.3 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

N/A

§ 6.4 Payments to the Architect

- § 6.4.1 An initial payment of
- (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty
- (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

N/A

- § 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- § 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.
- § 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- § 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- § 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- § 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

This A argument automadints as of the day, and year first veritten above

- .1 AIA Document B102TM_2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201TM 2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.		
OWNER (Signature)	ARCHITECT (Signature)	
(Printed name and title)	(Printed name and title)	

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)	(date)
(title)	

Form Approved OMB No. 0575-0018

COMPLIANCE STATEMENT

This statement relates to a proposed contract with City of Hogansville, GA
(Name of borrower or grantee) who expects to finance the contract with assistance from either the Rural Housing Service (RHS),
Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor
agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective
contractor, I represent that:
1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
☐ If the proposed contract is for \$50,000 or more: or ☐ If the proposed nonconstruction
contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. 1 have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and
placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.
I understand that if I have failed to file any compliance reports that have been required of me, I am not
eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless
and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.
I also certify that I do not maintain or provide for my employees any segregated facilities at any of my
establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for
my employees any segregated facilities at any of my establishments, and that I will not permit my employee to perform their services at any location, under my control, where segregated facilities are maintained. I

l also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in o	ffers is prescribed in 18 U.S.C. 1001.
DATE	
Address (including Zip Code)	(Signature of Bidder or Prospective Contractor)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

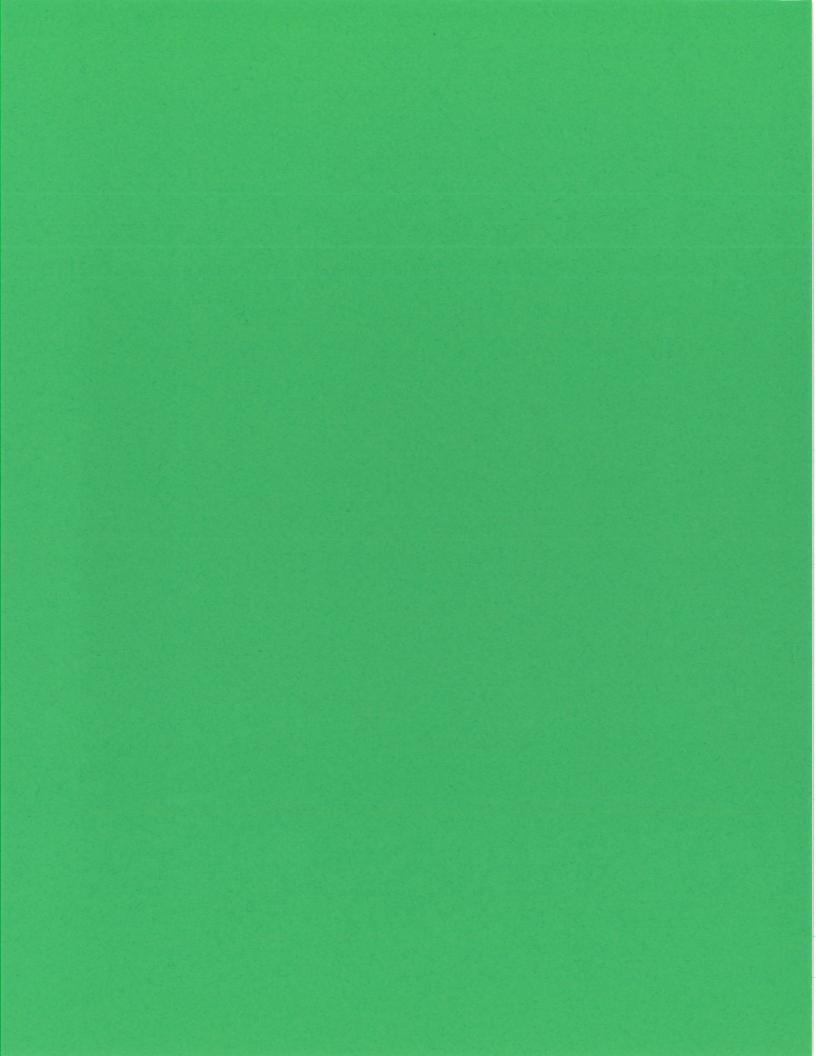
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	PR/Award Number or Project Name
Name(s) and Title(s) of Authorized Representative(s)	
	And the second s
Signature(s)	Date

Form AD-1048 (1/92)

Instructions for Certification

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," " lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



From: Aaron Fortner < aaron@canvasplanninggroup.com >

Sent: Monday, December 5, 2022 6:49 PM

To: Lisa Kelly lisa.kelly@cityofhogansville.org; Lynne Miller lynne.miller@cityofhogansville.org;

Subject: UDO schedule

Lisa/Lynne,

Below are my thoughts on what I think our remaining schedule should be. Please review and let me know your thoughts.

December

- Finalize the draft zoning map
- Finalize the draft UDO document language
- Send to attorney for review (schedule a meeting if necessary)
- Submit text amendment language to the current code enabling the city to introduce its
 own legislation to change the zoning map for the entire city without having to post on
 every property in the city (this is a normal amendment to make in advance of changing
 your city zoning map)
- Advertise for the above text amendment

January

- Working group meeting
- Internal project management team meeting
- Planning commission presentation
- 1-on-1 mayor and council member meetings if needed
- Obtain attorney review comments (schedule a meeting if necessary)
- Submit text amendment language to the current code enabling the city to introduce its
 own legislation to change the zoning map for the entire city without having to post on
 every property in the city (this is a normal amendment to make in advance of changing
 your city zoning map)
- Planning Commission and City council approval of the text amendment needed to make the city wide map changes

February

- Working group meeting (if needed)
- Internal project management team meeting
- Produce final draft of the new zoning map allow time for circulation this month
- Produce final draft of the new UDO document allow time for circulation this month
- Advertise for a March public hearing on the UDO adoption and zoning map changes

March

- Planning Commission meeting for UDO adoption and zoning map changes but hold for final vote in April
- City Council meeting for UDO adoption and zoning map changes (public hearing) but hold for final vote in April

April

- Planning Commission meeting for UDO adoption and zoning map changes final vote
- City Council meeting for UDO adoption and zoning map changes (public hearing) final vote

Aaron

Aaron Fortner, AICP Canvas Planning Group 404.664.5416



FYL... regarding Royal Theater

From: Arielle Schlesinger <aschlesinger@dunwodybeeland.com>

Sent: Thursday, December 15, 2022 8:38 AM

To: Lynne Miller < lynne.miller@cityofhogansville.org>

Cc: robert beeland <rbeeland@dunwodybeeland.com>; Gene Dunwody Jr

<gdunwodyjr@dunwodybeeland.com>

Subject: Re: EDAs' Amended Royal Construction Schedule

Lynne,

I didn't get a chance to call you yesterday, but I was actually going to ask if we could adjust the schedule since the demolition revealed the existing conditions of the plaster, framing, decorative elements, construction methods, etc., and we are now able to move forward with incorporating these items and additional details into the drawings. More existing conditions will be revealed after the abatement. Thank you so much for adjusting the schedule!

Sincerely,

Arielle Schlesinger; ASID Dunwody/Beeland Architects, Inc. 300 Mulberry Street, Suite 604 Macon, GA 31201 T: 478.742.5321 F: 478.743.0863

On Wed, Dec 14, 2022 at 4:24 PM Lynne Miller <lynne.miller@cityofhogansville.org> wrote:

Actually, EDA's amended schedule gives us until June 19, 2023 to begin the general construction and June 19, 2025 to complete the construction.

So I'll give Lettie Pate foundation something like this:

- January 15, 2022 Redesign complete
- February 15, 2023 Design clears grant agency reviews and project is put to bid
- March 30, 2023 Construction bids are due
- April 17, 2023 Bid award
- April 24, 2023 Preconstruction conference and Notice to Proceed
- May 1, 2023 Construction begins, and
- May 1, 2024 Construction is complete.

Lynne S. Miller, AICP

Planning & Development Director City of Hogansville – 111 High Street Hogansville, GA 30230 lynne.miller@cityofhogansville.org 706.637.8629 – office 770.301.6251 – cell