



City of Hogansville
City Council
Regular Meeting Agenda

Monday, October 16, 2023 – 7:00 pm

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

Mayor: Jake Ayers	2025	City Manager: Lisa E. Kelly
Council Post 1: Michael Taylor, Jr	2025	Assistant City Manager: Niles Ford
Council Post 2: Matthew Morgan	2025	City Attorney: Alex Dixon
Council Post 3: Mandy Neese*	2023	Chief of Police: Jeffrey Sheppard
Council Post 4: Mark Ayers	2023	City Clerk: LeAnn Lehigh
Council Post 5: Toni Striblin	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.

1. Approval of Agenda: Regular Meeting October 16, 2023
2. Approval of Minutes: Regular Meeting October 2, 2023

Presentations

1. Michelle Hollis – State Instructor and District 3 Assistant of the Year

New Business

1. 1st Reading – Ordinance - Text Amendment – UDO
2. Resolution – County Wide Safety Plan Consent Agreement
3. Bid Award – Pavement Patching
4. Board Appointment – Historic Preservation Commission
5. Board Appointment – Downtown Development Authority

City Manager's Report

Chief of Police Report

Council Member Reports

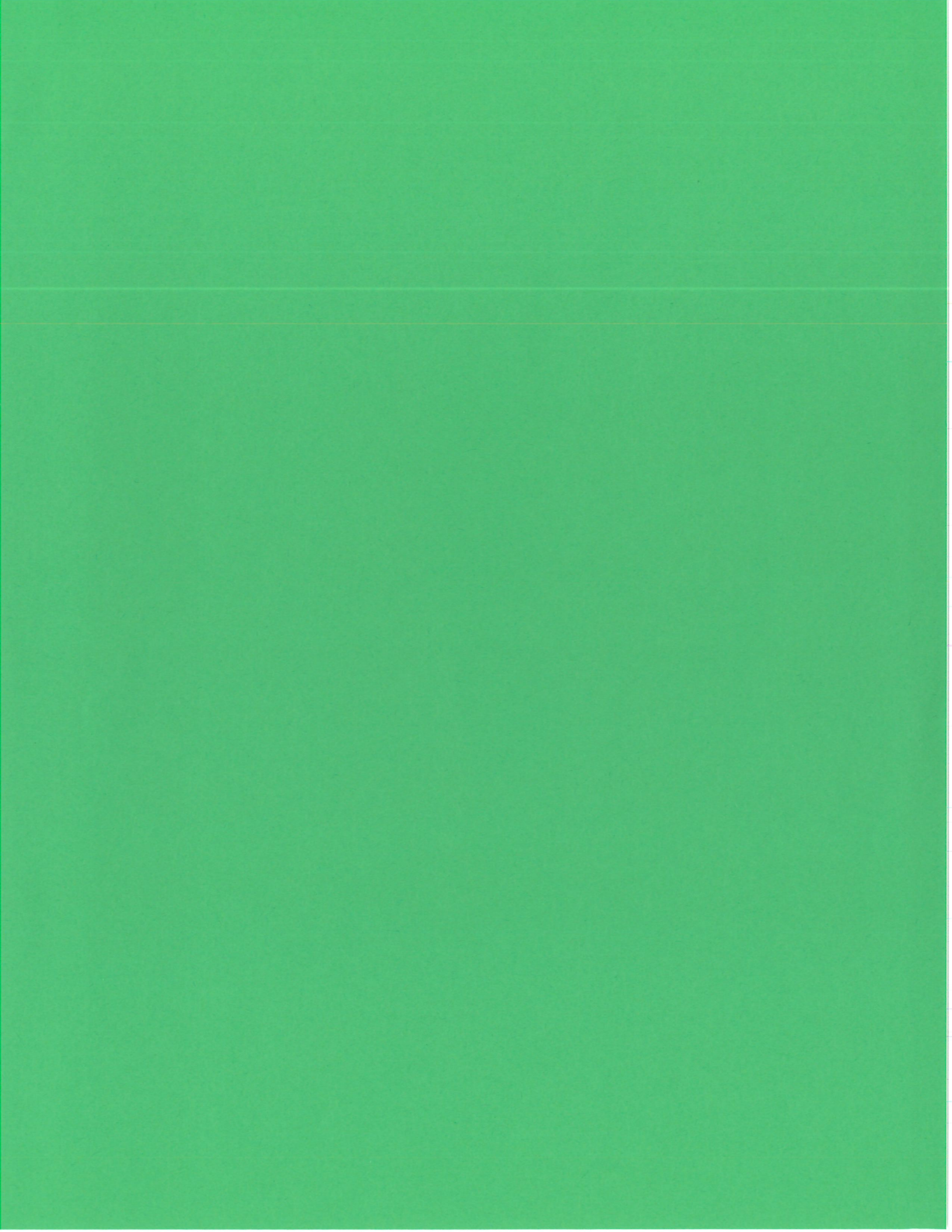
1. Council Member Taylor
2. Council Member Morgan
3. Council Member Neese
4. Council Member Ayers
5. Council Member Striblin

Mayor's Report

Adjourn

Upcoming Dates & Events

- October 17, 2023 – 6:30 pm | Meeting of the Historic Preservation Commission at Hogansville City Hall
- October 19, 2023 – 6:00 pm | Meeting of the Planning & Zoning Commission at Hogansville City Hall
- October 21-22, 2023 | Hogansville Hummingbird Festival
- October 24, 2023 – 6:30 pm | Meeting of the Downtown Development Authority at Hogansville City Hall
- October 31, 2023 – 5:00 pm – 7:00 pm | Halloween Trunk or Treat sponsored by the Pilot Club – Parking Lot Across from Royal Theater
- November 6, 2023 – 6:00 pm | Work Session Meeting of the Mayor and Council at Hogansville City Hall
- November 6, 2023 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall





10/02/2023

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

Regular Meeting

Call to Order: Mayor Pro-Tem Mandy Neese called the Regular Meeting to order at 7:00 pm. Present were Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Mayor Pro-Tem Mandy Neese, and Council Member Toni Striblin. Also present were City Manager Lisa Kelly, Assistant City Manager Niles Ford, City Attorney Alex Dixon, Police Chief Jeff Sheppard, and City Clerk LeAnn Lehigh. Mayor Jake Ayers and Council Member Mark Ayers were not present at the meeting.

Reverend Willie Cameron gave an invocation and Mayor Pro-Tem Neese led the Pledge of Allegiance.

CONSENT AGENDA

Motion: Council Member Striblin moved to amend the agenda adding Item Number 3 under New Business – Joint Resolution - Kia. Council Member Taylor seconded the motion.

Motion Carries 4-0

Motion: Council Member Taylor moved to approve the Consent Agenda with the amendment. The motion was seconded by Council Member Morgan.

Motion Carries 4-0

PRESENTATIONS

1. Hummingbird Festival Artwork and Poster Artist

DDA Member Jessica Brown-Scott introduced the artist whose work was chosen for this year's Hummingbird Festival artwork, Ashlyn McHugh. McHugh's artwork will be displayed on all flyers, posters, t-shirts and advertisements for this year's festival.

NEW BUSINESS

1. Tower Trail Boardwalk Repairs

Motion: A motion was made by Council Member Striblin to approve the quote from the City's Construction Manager, Principle Construction to pressure wash and seal the boardwalk on the Tower Trail in the amount of \$11,176.54. The motion was seconded by Council Member Morgan.

Discussion: None

Motion Passes – 4-0

2. Concrete Repairs – Church Street Building/Active Life Center

Motion: A motion was made by Council Member Taylor to approve the City's Construction Manager, Principle Construction to repair the concrete patio outside of the Active Life Center that had separated from the building in the amount of \$2,500. The motion was seconded by Council Member Morgan.

Discussion: The concrete patio had become separated from the building and wheelchairs have been unable to go outside to the side patio area. Principle Construction will cut out a section, level and seal it against the building.

Motion Passes – 4-0

3. Joint Resolution – Kia

Motion: A motion was made by Council Member Striblin to approve the Joint Resolution supporting the Kia \$200 million expansion project. The motion was seconded by Council Member Taylor.

Discussion: The Troup County Board of Commissioners is asking the cities of Hogansville, Lagrange, and West Point, and the Troup County Board of Education to approve a Joint Resolution supporting the new \$200 million Kia expansion project that will manufacture electric vehicles. The new project will promote economic development, and also strengthen the partnership and ties between Kia and Troup County, its governments, schools, authorities, organizations, communities and citizens.

Motion Passes – 4-0

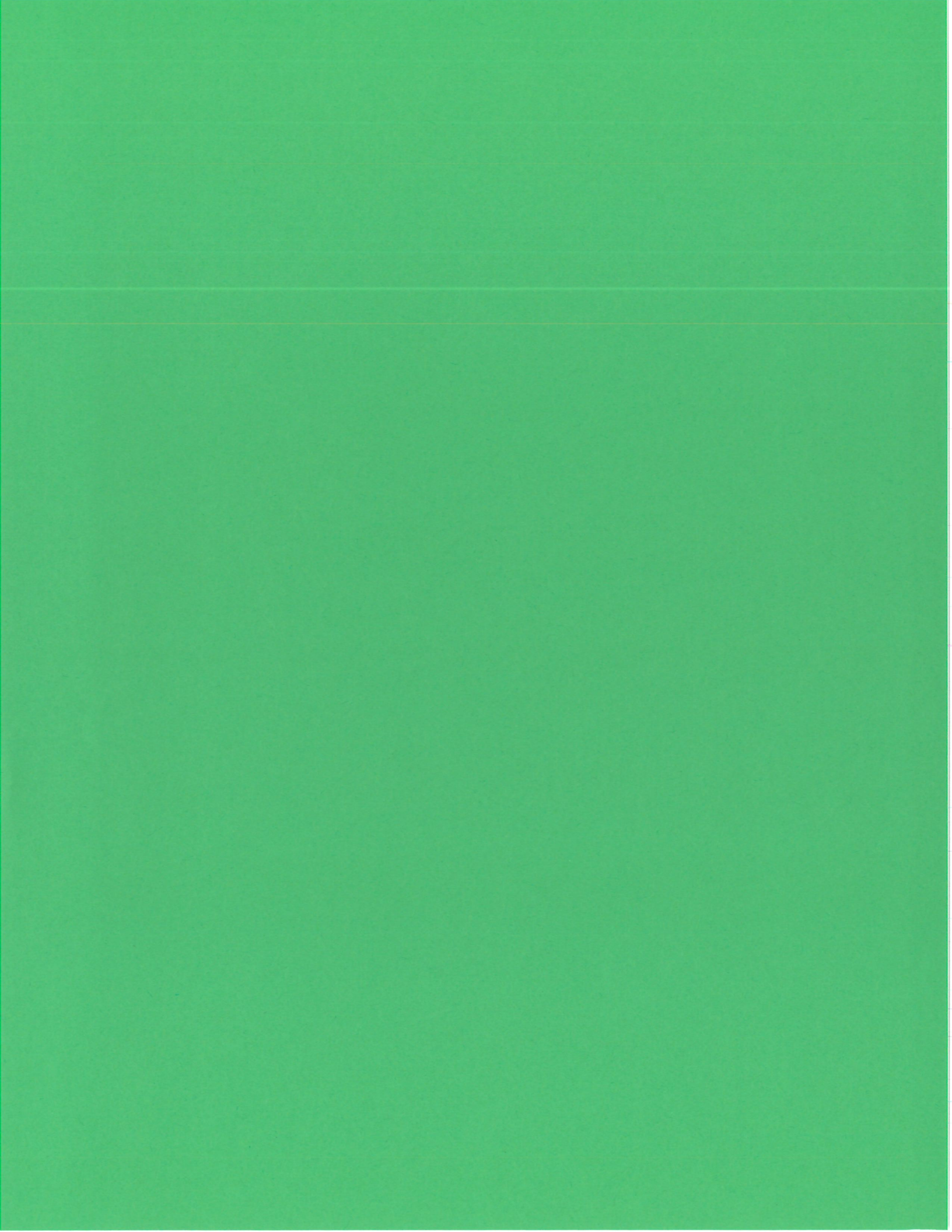
ADJOURNMENT

On a motion made by Council Member Striblin and duly seconded, Mayor Pro-Tem Neese adjourned the meeting at 7:28 pm.

Respectfully,

A handwritten signature in black ink, appearing to read 'LeAnn Lehigh', written in a cursive style.

LeAnn Lehigh
City Clerk



AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND THE CODE TO MODIFY CERTAIN PORTIONS OF THE HOGANSVILLE UNIFIED DEVELOPMENT ORDINANCE (THE "UDO"); TO MODIFY THE CHART CONCERNING BACKYARD COTTAGE CONTAINED IN ARTICLE V, CIVIC DESIGN, SEC. 102-B-5-2, ON PAGE 47 OF THE "UDO"; TO MODIFY THE CHART CONCERNING COTTAGE HOUSE CONTAINED IN ARTICLE V, CIVIC DESIGN, SEC. 102-B-5-2 ON PAGE 48 OF THE "UDO"; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE SEPARABILITY; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE, GEORGIA HEREBY ORDAIN AS FOLLOWS:

SECTION 1:

That the Code of the City of Hogansville is hereby amended by modifying the chart concerning "Backyard Cottage" contained in Article V, Civic Design, Sec. 102-B-5-2, and located on Page 47 of the Hogansville Uniform Development Ordinance, to delete the current language on the first row of such chart in its entirety, which currently reads "A building type designed to accommodate a small self-contained accessory dwelling unit located above a garage on the same lot as a principal structure for a detached single-family dwelling use," in order to remove the language "located above a garage" and inserting in lieu thereof the following language on the first row of such chart: "A building type designed to accommodate a small self-contained accessory dwelling unit on the same lot as a principal structure for a detached single-family dwelling use." A copy of the subject chart with the textual change noted is attached hereto and incorporated herein by reference.

SECTION 2:

That the Code of the City of Hogansville is hereby amended by modifying the chart concerning "Cottage House" contained in Article V, Civic Design, Sec. 102-B-5-2, and located on Page 48 of the Hogansville Uniform Development Ordinance, to delete the current language on the first row of such chart in its entirety, which currently reads "A building type designed to

accommodate 1 small dwelling unit only as part of a Cottage Court,” and inserting in lieu thereof the following language on the first row of such chart: “A building type designed to accommodate 1 small dwelling unit.” A copy of the subject chart with the textual change noted is attached hereto and incorporated herein by reference.

SECTION 3:

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4:

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

INTRODUCED AND FIRST READING _____

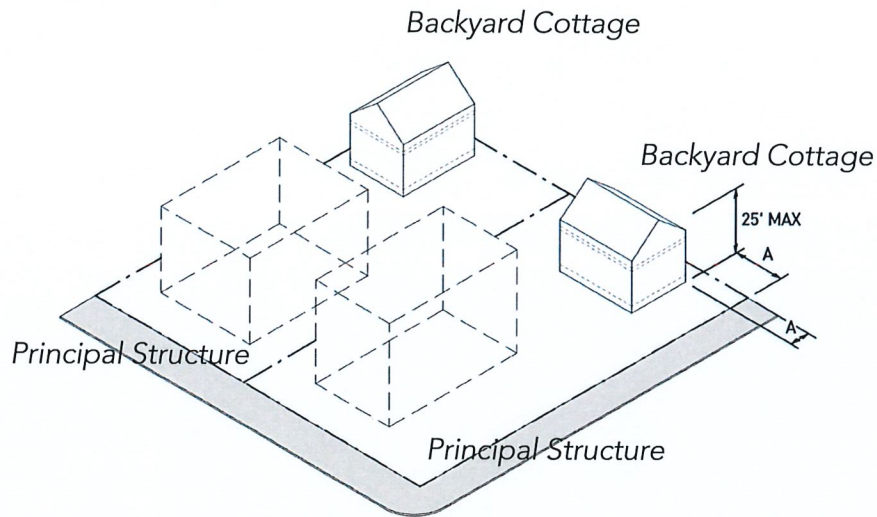
SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

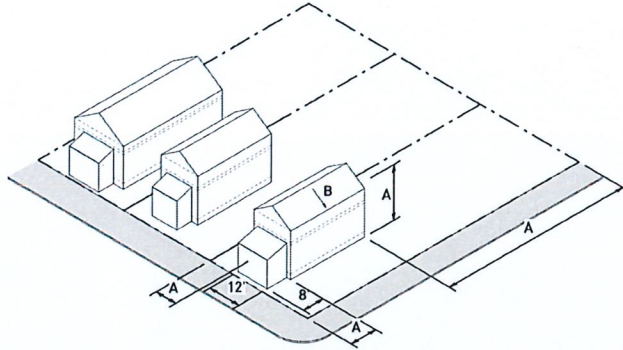
ATTEST: _____
Clerk

Backyard Cottage



Backyard Cottage	
A building type designed to accommodate a small self-contained accessory dwelling unit located above a garage on the same lot as a principal structure for a detached single-family dwelling use.	
Uses allowed in this building type: Accessory Dwellings for a detached Single-Family Dwelling only.	
See section 102-B-5-3 for additional architectural regulations.	
See section 102-B-7-3 for supplementary regulations for accessory dwellings.	
A	See the Space Dimensions Table in section 102-B-4-1 for maximum number of primary dwellings, building coverage, impervious surface area, lot size, front yard, side yard, street side yard, and rear yard requirements.
	Maximum height: No taller than the principal structure, but never taller than 25 feet.
	Maximum floor area: 1,600 square feet.
	Wheels must be removed from any accessory dwellings wheeled onto the property.
	Exterior finish materials, roofs and roof pitch, windows, and eaves must visually match in type size and placement, the exterior finish materials of the primary dwelling.
	Fire escapes or exterior stairs for access to an upper level accessory suite shall not be located on the front of the primary dwelling.

Cottage House



Cottage House	
A building type designed to accommodate 1 small dwelling unit only as part of a Cottage Court.	
Minimum floor area shall be 750 square feet per dwelling, excluding lofts. Floor area can be permitted to a minimum size of 250 square feet with the granting of a special use permit.	
Uses allowed in this building type: Accessory Dwellings, Single-Family Detached Dwellings.	
See section 102-B-5-3 for additional architectural regulations.	
A	See the Space Dimensions Table in section 102-B-4-1 for maximum number of primary dwellings, building coverage, impervious surface area, lot size, building height, side yard, street side yard, rear yard, and front yard requirements.
B	Roof pitch for the primary roof structure shall be a minimum of 6:12. Roof materials shall be asphalt, fiberglass shingle, cedar, slate or standing seam metal. Gables, dormers, cornices, chimneys, and other design features shall be provided.
	<p>Front porches and/or stoops on the façade of the principal structure shall be required when such treatments are established by a majority of the dwellings on the block face. Front porches, when required, shall:</p> <ol style="list-style-type: none"> 1. Be a minimum of 12-feet wide or 1/3 the width of the front façade, whichever is greater, and a minimum of 8 feet deep; 2. Contain roofs, a minimum of 6-inch wide porch roof supports, and steps; and 3. For parcels with more than 1 street frontage, the front porch requirements of this section shall only be required to be applied to the primary building façade.
	Wheels must be removed from any accessory dwellings wheeled onto the property.

**BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION
STATE OF GEORGIA**

In Re:)
Troup County-Wide Safety Plan) Docket No. 28944
)

JOINT CONSENT AGREEMENT

Come Now, the Facilities Protection Unit Staff ("Staff") of the Georgia Public Service Commission ("Commission") and Applicants Atlanta Gas Light Company ("AGL"), the City of Hogansville ("Hogansville"), the City of LaGrange ("LaGrange"), and the City of West Point ("West Point") (collectively, "Applicants"); and hereby agree to presentation of the following proposed disposition of the above-styled matter:

FINDINGS AND CONCLUSIONS

1.

The Commission has jurisdiction over this matter pursuant to *inter alia*: O.C.G.A. §§ 46-2-20, 46-2-30, 46-2-53, 46-2-90, 46-2-91, 46-4-1, 46-4-31, 46-4-34, 46-4-35, 50-13-1 *et. seq.*; and Georgia Public Service Commission Rules 515-9-1-.01 *et. seq.*, 515-9-3-.01 *et. seq.* and 515-9-7-.01 *et. seq.*; all regarding the safe installation and operation of gas distribution systems within the State of Georgia.

2.

Commission Staff has safety jurisdiction over the facilities of municipal natural gas providers as delegated by the Commission pursuant to the legal citations contained *supra*.

3.

Applicants hereby waive any further conclusions of law with respect to the above-styled matter and agree that the Commission may enter an order based upon the agreements contained herein and the attached Amended County-Wide Safety Plan ("CWSP") agreed to by the Applicants (and attached hereto as Attachment "A-E"), without the necessity of receiving evidence in support thereof.

AGREEMENT

By signing below, Applicants and Staff hereby agree that the above-styled matters should be resolved by executing this Joint Consent Agreement as follows:

1.

This Joint Consent Agreement, if approved by the Commission, shall constitute a final resolution of the Troup CWSP proceedings. Applicants agree that they will abide by the terms of this Joint Consent Agreement.

2.

The CWSP for Troup County (see attached, Attachment "A") agreed to by the Applicants and Staff, shall be the CWSP for Troup County until otherwise ordered by the Commission.

3.

Compliance with all parts of the CWSP for Troup County (*id.*) shall begin immediately upon issuance of the Commission Order adopting this CWSP. All timelines and action items contained within the Troup CWSP shall be incorporated by reference into the body of this Consent Agreement as if specifically written herein and the failure of the Applicants to meet all such timelines and/ or act on all such action items shall be a violation of this Consent Agreement.

4.

All changes to the CWSP for Troup County (*id.*) shall be made in accordance with *inter alia*, Commission Rule 515-9-7-.01 *et seq.*

5.

This Joint Consent Agreement shall not become effective until and unless it is approved by the Commission. Applicants enter into this Joint Consent Agreement without admission of fault or liability.

6.

The undersigned authorized representatives of Atlanta Gas Light Company, and the Cities of Hogansville, LaGrange, and West Point acknowledge by their respective signatures below that each has read this Joint Consent Agreement and understands its contents. The undersigned hereby further acknowledge that each Applicant has a right to a hearing in these matters and does freely, knowingly, and voluntarily waive such right by entering into this Joint Consent Agreement. The undersigned hereby consent on each Applicant's behalf to the resolution of the Troup CWSP proceedings as provided for herein.

This ____ day of _____ 2023:

Consented to:

Pedro Cherry, President, CEO, and Authorized
Representative of Atlanta Gas Light Company

Honorable Jake Ayers, Mayor and Authorized
Representative of the City of Hogansville

Honorable Willie Edmonson, Mayor and Authorized
Representative of the City of LaGrange

Honorable Steve Trammell, Mayor and Authorized
Representative of the City of West Point

Michelle Thebert, Director, GPSC Facilities Protection
Unit, on behalf of Staff

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



Lisa Kelly, City Manager
Alex Dixon, City Attorney

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

August 29, 2023

RE: Qualified Bids for *per tonnage pricing* – patching and paving repairs to a portion of City streets

BID NOTICE

The City of Hogansville is seeking qualified *per tonnage pricing* to patch and pave approximately 30 areas throughout the western portion of the City created by failing utility patches or asphalt degradation. Patches will consist of cut out and removal of existing patches, concrete, or asphalt and replace with standard shaping asphalt patches at 3"- 4" thicknesses. Asphalt mix to be 12.5mm SP for patching. Overlays to be 1.5" with milled tie-ins for smooth transition.

Contractor is responsible for proper disposal of all waste materials.

Pricing should be inclusive of traffic control and mobilization.

Approved work hours are M-F 8am-5pm Monday through Saturday.

Hogansville is flexible with date ranges for construction of asphalt patches but will require a contract to specify a completion period.

Areas and sizes are approximate and should not be considered without physical inspection. Patch areas include but are not limited to:

- 201 Brooks Rd – 5'x8' section
- 207 Brooks Rd. – 11'x15' section
- 215 Brooks Rd. – 8'x22' section
- 227 Brooks Rd. – 20'x22' section
- 201/203 Elm St. – 10'x10' section
- 205 Elm St. – 4'x20' full width trench patch failure
- Elm St. at Boozer to King – 100' possible overlay
- Elm St. at W. Boyd St. – 20'x12' radius
- 102 King St. – Tree roots compromising existing pavement
- Molyneaux St. at Elm St. – 8'x24' at intersection
- 107 Boozer St. – 4'x18' trench
- 221 Poplar St. – 4'x4' at driveway
- 307 Poplar St. – 4'x4' section
- Poplar St. at W. Boyd Rd. – 2'x3' section
- 303 W. Boyd. – 4'x4' section

- 302 Concrete low at manhole
- 502 W. Boyd at Hightower
- Holmes at Boozer at culvert – 70'x30' & 20'x30'
- Boozer at S. Holmes- 2'x3'
- 314 Holmes St. – 3'x20' section
- Boozer- near North Boyd - 6'x6'
- 100 Holmes at side street - 10'x15'
- Mobley Bridge- at City limit Sign – 6'x24'
- 3060 Mobley Bridge Rd. – 12'x25'
- Bolee St. – 10'x10' just before Lee St.
- Wilkes St. at Oak St. intersection – 60'x14'
- Burden Dr.– 4'x4'
- Brazell St. at Carden St. – 4'x6' section
- 114 Brazell St. – 3'x4' section near manhole
- 109 Brazell St. – 2 sections; 4'x10' & 3'x3'
- East Boyd Rd. at Oak St. intersection

Sealed bids are due September 28, 2023 at 2pm and must be delivered to:

Hogansville City Hall
111 High Street
Hogansville, Ga. 30230

Bid packages should be clearly marked with project name PAVEMENT PATCHING, Attention: City Manager.

Please include two copies of bid proposal and a bid bond at 2 times value of proposal.

No addendums should be necessary but if questions arise, please submit to lisa.kelly@cityofhogansville.org no later than 5pm on September 15, 2023.



Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263
 Phone: 678-423-0586 Fax: 678-423-0588

PROPOSAL AND CONTRACT

<u>Submitted To:</u> City of Hogansville Attn.: Lisa Kelly	<u>Project Name:</u> Hogansville Road Patching <u>Project Location:</u> Hogansville, Georgia	<u>Date:</u> 9/28/23 <u>Proposal No:</u> 8190 <u>Estimator:</u> Scott Marchman
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Piedmont Paving, Inc., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the above referenced project:

<u>ITEM</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Asphalt Patching and Overlay	240 TON	\$374.68	\$89,923.20
Includes: Removal / disposal of asphalt, tack, Asphalt (placed and compacted. Mill butt joints for overlay per list provided by City.			
Total Amount			\$89,923.20

4" thickness

General Notes:

1. One mobilization is included. Add \$2,500 for each additional move in.
2. Layout, testing, bonds, sawcutting, demolition, grading, sealcoating, rumble strips, utility coordination and adjustment of existing structures are excluded unless specified.
3. Erosion control, sediment control and associated "Best Management Practices" are included and maintenance shall be the responsibility of others once we demobilize.
4. Subgrade to be compacted, pass a proof roll and be left within 0.1' of plan grade by others prior to mobilization.
5. Pricing is based upon current material costs which are subject to change. Although we do not anticipate a significant change, Piedmont Paving has no control over the cost of asphaltic concrete paving material. In the event material unit costs change (up or down) from what is included in the estimate for this work, Piedmont Paving, Inc. will provide documentation to prove the difference in cost and adjust the invoice for that difference.

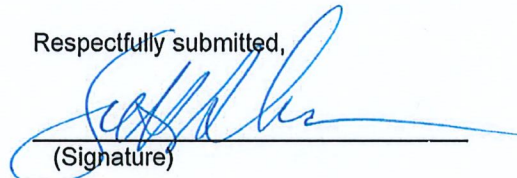
6. Drainage of the pavement surface is not guaranteed where the design slope is less than one percent.
7. Pavement lift thicknesses are based on a tolerance of ½" for G.A.B. and ¼" for each lift of asphalt.
8. Stone base is excluded under 24" curb and gutter.
9. Price includes broom cleaning of the binder or existing surface before topping only. Excessive clean-up of construction debris and/or mud shall be charged at \$1.50/SY.
10. Bituminous Prime Coat is excluded unless specifically quoted above.

Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates and that payment shall be made at the stated unit prices on the actual field measured quantities of work performed by the Company and determined upon completion of work.

If the foregoing meets with your acceptance, kindly sign below and return this proposal. Upon its receipt it is understood that the foregoing, including the terms and conditions set forth on the following page(s), will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of the Company.

Respectfully submitted,



(Signature)

Scott Marchman- Estimator
(Printed Name and Title)

CONTRACT ACCEPTANCE:

(Firm Name)

Piedmont Paving, Inc.

(Signature)

Signature

(Printed Name and Title)

(Printed Name and Title)

(Date)

(Date)

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modifications of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of the work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and the State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of this work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of our breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Coweta County, Georgia and you waive any right to jurisdiction and venue in any other place.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Piedmont Paving, Inc.
1226 Highway 16 E
Newnan, GA 30263

SURETY:

(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
P.O. Box 2060
Farmington Hills, MI 48331-3586

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

The City of Hogansville
111 High Street
Hogansville, GA 30230

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

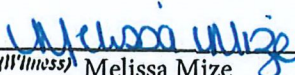
Patching and Paving Repairs 2023

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be considered as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of September, 2023


(Witness) Melissa Mize

Piedmont Paving, Inc.

(Principal)

(Seal)

By: 
(Title) Jennie Caldwell - CFO




(Witness) Elizabeth White

Amerisure Mutual Insurance Company

(Surety)

(Seal)

By: 
(Title) Felisa H. Vaughan Attorney-in-Fact





AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: Felisa H. Vaughn

Bid Bond

Piedmont Paving, Inc.

The City of Hogsansville
McGriff Insurance Services, LLC

of _____, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By: [Signature]
Michael A. Ito, Senior Vice President Surety

By: [Signature]
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Keamy, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of September 2023.

[Signature]
Christopher M. Spaude, Chief Financial Officer & Treasurer





Piedmont Paving, Inc.

1226 Highway 16 East
Newnan, GA 30263

References

Name of Project: SR 16 at Pylant Street

Owner: City of Senoia

Contact: City of Senoia
Harold Simmons – City Manager
hsimmons@senoia.com

Date Started: June 2019

Date Completed: November 2020

Project Superintendent: Anthony

Value of Project: \$2,795,974.55

Description of Project: Intersection redirection and improvements including Grading, Drainage, Utilities, Base and Paving, Striping and Permanent Landscaping.

Name of Project: Meriwether County Resurfacing 2016 - 2022

Contact: Theron Gay
706-672-1314
t.gay@meriwethercountyga.gov

Date Started: Various dates: 2016 through 2022.

Project Superintendent: Sam Bishop

Value of Project: Average Yearly Contract - \$1,450,000.00

Description of Project: Milling, Paving, and Surface Treatment of various roads in Meriwether County.

Name of Project: Newnan Milling and Resurface 2022

Owner: City of Newnan

Contact: Michael Klahr
770-253-8433 ext. 225
mklahr@cityofnewnan.org

Date Started: August 2022

Date Completed: April 2023

Project Superintendent: Sam Bishop

Value of Project: \$2,352,945.00

Description of Project: Milling, resurfacing and other maintenance work of various streets through the Local Maintenance & Improvement Grant (LMIG) program.



Piedmont Paving, Inc.

1226 Highway 16 East
Newnan, GA 30263

References

Name of Project: Fayette County Resurfacing LMIG

Owner: Fayette County, Georgia

Contact: Bradley Klinger
770-320-6039
bklinger@fayettcountyga.gov

Date Started: April 2022

Date Completed: June 2022

Project Superintendent: Sam Bishop

Value of Project: \$1,205,768.00

Description of Project: Milling, resurfacing and other maintenance work of various streets through the Local Maintenance & Improvement Grant (LMIG) program.

Name of Project: Highway 92 Roundabouts

Owner: Georgia Department of Transportation

Contact: Craig Sewell - Project Manager
470-402-7711
CSewell@dot.ga.gov

Date Started: June 2019

Date Completed: November 2021

Project Superintendent: Anthony Stanley

Value of Project: \$4,959,895.08

Description of Project: Intersection redirection for two separate roundabouts including Grading, Drainage, Utilities, Base and Paving, Curb and Gutter, Striping and Permanent Landscaping.

Name of Project: Meriwether County TSPLOST FDR Paving

Owner: Meriwether County

Contact: Theron Gay - Executive Director of Administration and Special Projects
706-672-1314
t.gay@meriwethercountyga.gov

Date Started: June 2021 – March 2022

Project Superintendent: Sam Bishop

Value of Project: \$603,842.00

Description of Project: Milling, Paving, and Surface Treatment of various roads in Meriwether County.



**Wolford Contracting
Company**
Asphalt Paving and Grading

2723 Smith Road
P.O. Box 1266
Fortson, GA 31808-1266
Office (706) 327-3835
Fax (706) 327-2575

Quote#: **7214** September 27, 2023

RE: CITY OF HOGANSVILLE - PATCHING & RESURFACING
VARIOUS LOCATIONS
HOGANSVILLE GA TROUP
To: CITY MANAGER

Please accept this quote for the following:

Item #	Description	Quantity (ea)	Unit of Measure	Unit Price	Extension
PATCHING - OPTION #1	ASPHALT PATCHING - 3" THICKNESS	548.23	SQ YDS	\$113.75	\$62,361.16
LOCATIONS & DIMENSIONS DETERMINED BEFORE WORK STARTS					
MINIMUM ORDER QUANTITY PER NOTIFICATION : 70 SQ YDS					
A) ASPHALT PATCHING - 3"					
1) TRAFFIC CONTROL AS REQUIRED					
2) SAW CUT AREAS AS NEEDED					
3) DIG OUT 3" AND HAUL DEBRIS OFF-SITE					
4) FURNISH, PLACE AND COMPACT 3" ASPHALT (AVG THICKNESS COMPACTED)					
PATCHING - OPTION #2	ASPHALT PATCHING - 4" THICKNESS	548.23	SQ YDS	\$144.85	\$79,411.12
LOCATIONS & DIMENSIONS DETERMINED BEFORE WORK STARTS					
MINIMUM ORDER QUANTITY PER NOTIFICATION : 55 SQ YDS					
A) ASPHALT PATCHING - 3"					
1) TRAFFIC CONTROL AS REQUIRED					
2) SAW CUT AREAS AS NEEDED					
3) DIG OUT 4" AND HAUL DEBRIS OFF-SITE					
4) FURNISH, PLACE AND COMPACT 4" ASPHALT (AVG THICKNESS COMPACTED)					
RESURFACING	ASPHALT RESURFACING - 1.5" THICKNESS	544.44	SQ YDS	\$24.00	\$13,066.56
LOCATIONS & DIMENSIONS DETERMINED BEFORE WORK STARTS					
MINIMUM ORDER QUANTITY PER NOTIFICATION : 500 SQ YDS					
1) TRAFFIC CONTROL AS REQUIRED					
2) CLIP EDGES (IF NEEDED)					
3) SWEEP OR BLOW CLEAN WORK AREA					
4) APPLY TACK COAT (0.07 GAL / SQ YD)					
5) FURNISH, PLACE AND COMPACT 1.5" ASPHALT (AVG THICKNESS COMPACTED)					
MILLING	MILLING - VARIABLE DEPTH (0" TO 1.5" DEPTH)	106.66	SQ YDS	\$45.25	\$4,826.37
LOCATIONS & DIMENSIONS DETERMINED BEFORE WORK STARTS					
VARIABLE DEPTH MILLING FROM 0" TO 1.5" FOR TIE-INS AT AREAS BEING RESURFACED					
MINIMUM ORDER QUANTITY PER NOTIFICATION : 50 SQ YDS					
1) TRAFFIC CONTROL AS REQUIRED					
2) MILL ASPHALT AND HAUL DEBRIS OFF-SITE					

ALL WORK WILL BE MEASURED AND PAID AT THE UNIT PRICES QUOTED.

This quote comes with and includes the following :

1	All applicable taxes
2	Due to the volatile price of asphalt this quote is valid until asphalt increases by \$1.00 or more per ton at the silo including sales tax. Acceptance of this quote does not mean the price can be honored until work can be performed. If needed, the project will be requoted and accepted by the Contractor/Customer before any work is performed.
3	This quote is to perform the work during normal business hours Monday thru Friday, 8am to 5pm. Weekends or nights will require additional pricing.

This quote does not include the following OR has the following stipulations:

1	BOND. Pro-Rata share of bond cannot be deducted.
2	RETAINAGE. Retainage cannot be withheld.
3	Poisoning grass, weeds, etc.
4	Pavement markings, signage, wheel stops, etc.
5	Any permits, engineered drawings, as-built drawings, testing or engineering.
6	This quote is per Georgia DOT Standards & Specifications for ROADWAYS dated 2013. Specifically the "OFF DUTY" and "ADJUSTMENT PERIOD" asphalt sections.

PAYMENT TERMS : DUE THIRTY (30) DAYS FROM THE DATE WORK IS PERFORMED

Thank you for the opportunity to quote this work.

If accepted, please sign and fax to 706.327.2575 or email it to doug@wolfordcontracting.com or text a photo of it to 706.575.3689.

Doug Wolford, Estimator

Acceptance of QUOTE - The above prices, specifications and stipulations are understood and hereby accepted. You are authorized to do the work and payment will be made as specified. Should account be turned over to collections, maximum allowable by law interest fees and reasonable attorney fees will be charged in addition to the Invoice amount.

Print Name / Company Name Signature PO# Date

HOGANSVILLE PATCHING PROJECT - THEORETICAL

LABEL #	STREET ONE	STREET TWO	LENGTH (LF)	WIDTH (LF)	SQ FT	SQ YDS	MILLING TIE-INS (0 1.5" DEPTH) (SQ YDS)	CATEGORY
1	201 BROOKS RD		5	8	40	4.44		PATCHING
2	207 BROOKS RD		11	15	165	18.33		PATCHING
3	215 BROOKS RD		8	22	176	19.56		PATCHING
4	227 BROOKS RD		20	22	440	48.89		PATCHING
5	201 ELM ST	203 ELM ST	10	10	100	11.11		PATCHING
6	205 ELM ST		4	20	80	8.89		PATCHING
7	ELM ST	BOOZER ST	100	28	2800	311.11	53.33	RESURFACING
8	ELM ST	W BOYD ST	20	12	240	26.67		PATCHING
9	102 KING ST		15	6	90	10.00		PATCHING
10	MOLYNEAUX ST	ELM ST	8	24	192	21.33		PATCHING
11	107 BOOZER ST		4	18	72	8.00		PATCHING
12	221 POPLAR ST		4	4	16	1.78		PATCHING
13	307 POPLAR ST		4	4	16	1.78		PATCHING
14	POPLAR ST	W BOYD RD	2	3	6	0.67		PATCHING
15	303 W BOYD RD		4	4	16	1.78		PATCHING
16	302 W BOYD RD		6	8	48	5.33		PATCHING
17	502 W BOYD RD	HIGHTOWER ST	20	20	400	44.44		PATCHING
18	HOLMES ST	BOOZER ST	70	30	2100	233.33	53.33	RESURFACING
18.1	HOLMES ST	BOOZER ST	20	30	600	66.67		PATCHING
19	BOOZER ST	S HOLMES ST	2	3	6	0.67		PATCHING
20	314 HOLMES ST		3	20	60	6.67		PATCHING
21	BOOZER ST	N BOYD RD	6	6	36	4.00		PATCHING
22	100 HOLMES ST	BROWN ST	10	15	150	16.67		PATCHING
23	MOBLEY BRIDGE RD	CITY LIMIT SIGN	6	24	144	16.00		PATCHING
24	3060 MOBLEY BRIDGE RD		12	25	300	33.33		PATCHING
25	BOLEE ST	LEE ST	10	10	100	11.11		PATCHING
26	WILKES ST	OAK ST	60	14	840	93.33		PATCHING
27	BURDEN DR		4	4	16	1.78		PATCHING
28	BRAZELL ST	CARDEN ST	4	6	24	2.67		PATCHING
29	114 BRAZELL ST		3	4	12	1.33		PATCHING
30	109 BRAZELL ST		4	10	40	4.44		PATCHING
30.1	109 BRAZELL ST		3	3	9	1.00		PATCHING
31	E BOYD RD	OAK ST	25	20	500	55.56		PATCHING

TOTALS: 9834 1092.67 106.66

PATCHING	548.23	SQ YDS
RESURFACING	544.44	SQ YDS
MILLING	106.66	SQ YDS

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 – Lisa Kelly
Assistant City Manager – Niles Ford
City Attorney – Alex Dixon

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

COUNCIL ACTION FORM

MEETING DATE: October 23, 2023

SUBMITTED BY: Lynne Miller *LSM*

AGENDA TITLE: Citizen Appointment – Historic Preservation Commission

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

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

BACKGROUND (Includes description, background, and justification)

The City of Hogansville Historic Preservation Commission has a vacancy created by a member who left the commission. The City recently advertised for interested applicants in our utility mailers and received applications from two citizens – Wendy Stolarick and Ward Sullivan, for the one open position. Those two applications are attached. Terms are for three years.

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Appoint either Wendy Stolarick or Ward Sullivan to the City of Hogansville Historic Preservation Commission.

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 – Lisa Kelly
Assistant City Manager – Niles Ford
City Attorney – Alex Dixon

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

COUNCIL ACTION FORM

MEETING DATE: October 23, 2023

SUBMITTED BY: Lynne Miller *LSM*

AGENDA TITLE: Citizen Appointment – Downtown Development Authority

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

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

BACKGROUND (Includes description, background, and justification)

The City of Hogansville Downtown Development Authority has two vacancies created by the resignations of Jason Stewart and Brandon Rettke. The City recently advertised for interested applicants via our utility mailers and through a downtown street canvas, and received two applications – from Mina Riley-Johnson and from Keisha LeMay. Those two applications are attached.

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends that City Council appoint Mina Riley-Johnson and Keisha LeMay to fill the 2 vacancies on the Hogansville Downtown Development Authority.