



City of Hogansville
City Council
Regular Meeting Agendas

Monday, December 18, 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 December 18, 2023
2. Approval of Minutes: Regular Meeting December 4, 2023
3. Approval of Minutes: Work Session Meeting December 4, 2023

Presentation

1. Ameia Cotton-Williams – University of Georgia CVIOG and ECG Utility Supervisor Certification

New Business

1. City Vehicles/Equipment Surplus
2. RAISE Grant – TAP Area
3. GEFA Loan Modification
4. Contract Approval – Annex Building – Principle Construction

City Manager's Report

Chief of Police Report

Council Member Reports

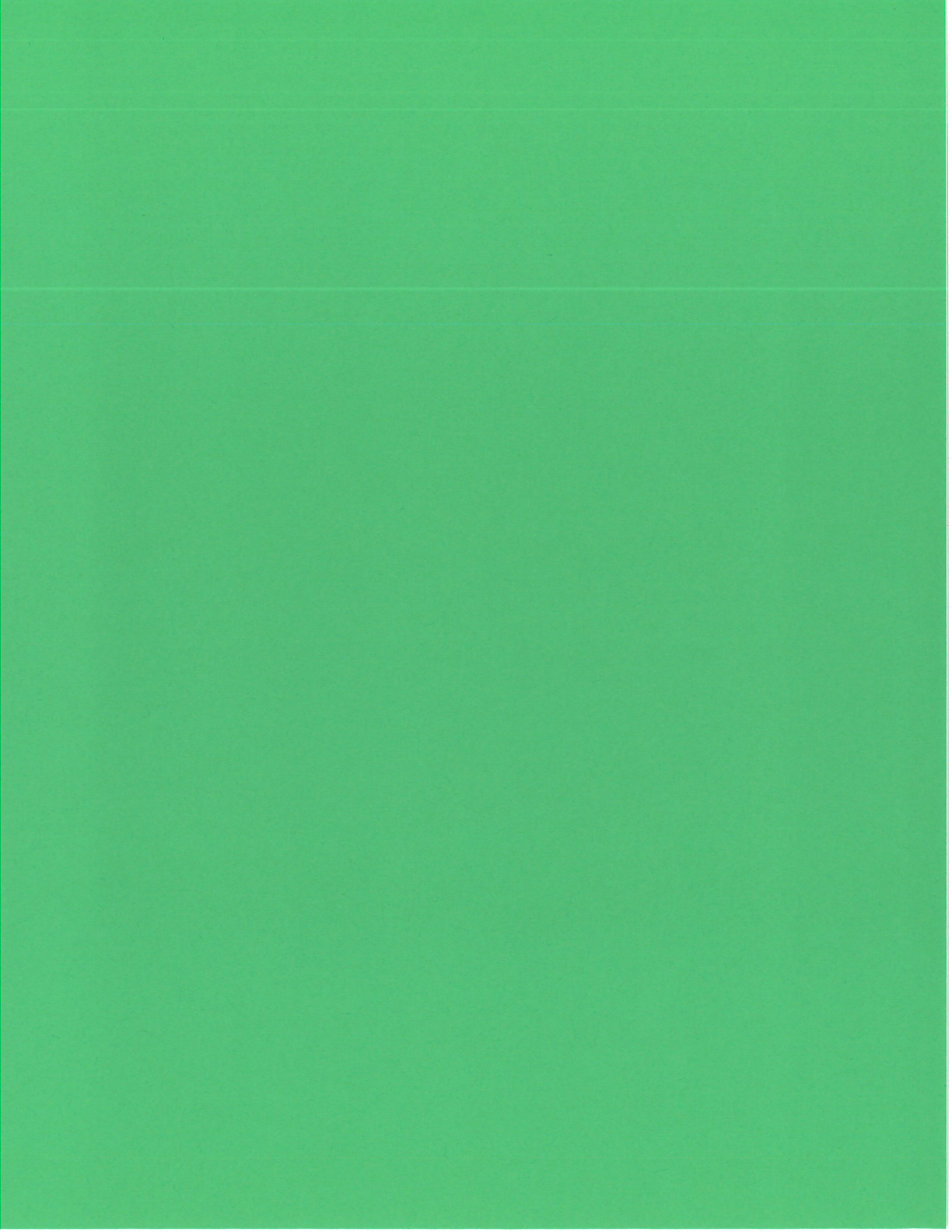
1. Council Member Taylor
2. Council Member Morgan
3. Council Member Neese
4. Council Member Ayers
5. Council Member Striblin

Mayor's Report

Adjourn

Upcoming Dates & Events

- December 19, 2023 – 6:30 pm | Meeting of the Historic Preservation Commission at Hogansville City Hall
- December 21, 2023 – 6:00 pm | Meeting of the Hogansville Planning & Zoning Commission at Hogansville City Hall
- December 25 & 26, 2023 | City Offices Closed for Christmas Holiday
- January 1, 2024 – City Offices Closed for New Year
- January 2, 2024 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall





12/04/2023

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

Regular Meeting

Call to Order: Mayor Jake Ayers called the Regular Meeting to order at 7:00 pm. Present were Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers, 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.

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

CONSENT AGENDA

Motion: Council Member Neese moved to approve the Consent Agenda. The motion was seconded by Council Member Ayers.

Motion Carries 5-0

PRESENTATIONS

1. Textile Bowl Champions Recognition – Hogansville Cowboys 11-12-Year-Old Football

Mayor and Council congratulated the Hogansville Cowboys 11–12-Year-Old Football Team for winning the Textile Bowl. The team and coaches were in attendance and the team was given certificates for their accomplishment.

2. Textile Bowl Champions Recognition – Hogansville Greenwaves 8-Year-Old Football

Mayor and Council congratulated the Hogansville Greenwaves 8-Year-Old Football Team for winning the Textile Bowl in their age group. The team and coaches were in attendance and the team was given certificates for their accomplishment.

OLD BUSINESS

1. Construction Management Bid Award – Annex Building

Motion: A motion was made by Council Member Neese to approve the bid from Principle Construction in the amount of \$99,946.956 for the renovations to the Annex Building. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Passes – 5-0

OLD BUSINESS

1. Authorization to Submit CDBG '24 Application and Match/Leverage of \$563K

Motion: A motion was made by Council Member Neese to authorize Allen Smith Consulting to apply for the CDBG '24 grant, using funds in SPLOST for the match of \$563K, using the matching funds out of SPLOST Water/Sewer & Equipment in the amount of \$220,461 for the Carden Street sewer line replacement and using SPLOST Road, Sidewalks & Equipment funds of \$342,539 to match funds for the Village area stormflow drains. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Passes – 5-0

ADJOURNMENT

On a motion made by Council Member Neese and duly seconded, Mayor Ayers adjourned the meeting at 7:32pm.

Respectfully,

LeAnn Lehigh
City Clerk

December 4, 2023



Monday, December 4, 2023

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

Work Session Meeting

Call to Order: Mayor Jake Ayers called the Work Session to order at 5:37 pm. Present were Mayor Jake Ayers, Council Member Michael Taylor, Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers, 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.

DISCUSSION ITEMS

1. Isaiah Lofton Park Pavers Project Kick-Off

Assistant City Manager Niles Ford has worked hard to prepare the brick pavers for Isaiah Lofton Park. He has worked closely with Dr. Lowe to get the original pavers installed. He explained that he contacted a few engraving companies and Columbus Engraving was by far the most affordable option. They will engrave the bricks for \$23 per brick if we provide the bricks and \$25 if we use their bricks. The City would charge \$30 per brick and will post flyers to social media and constant contact with the information to apply for a paver. They want to make sure that names promoting a person or ideal that isn't in conflict with the park aren't approved. City staff recommends putting together a small committee to oversee the applications for paver names. It would not be an official "City Committee". Council would like to see a "Memory Book" of the brick names with their information.

2. Construction Management Bid Award – Annex Building

The Annex Building Construction Management Bid Award was tabled at the last meeting because Council requested a breakdown of the fees. Brent and Joseph with Principle Construction were there to answer questions. Council agreed that the breakdown of the fees was very helpful. City Manager Lisa Kelly explained that she was mistaken at the last meeting and the bid did include the flooring and painting the entire interior, except for the storage closet. The item is on the Regular Meeting agenda for a vote tonight.

3. Added: CDBG '24

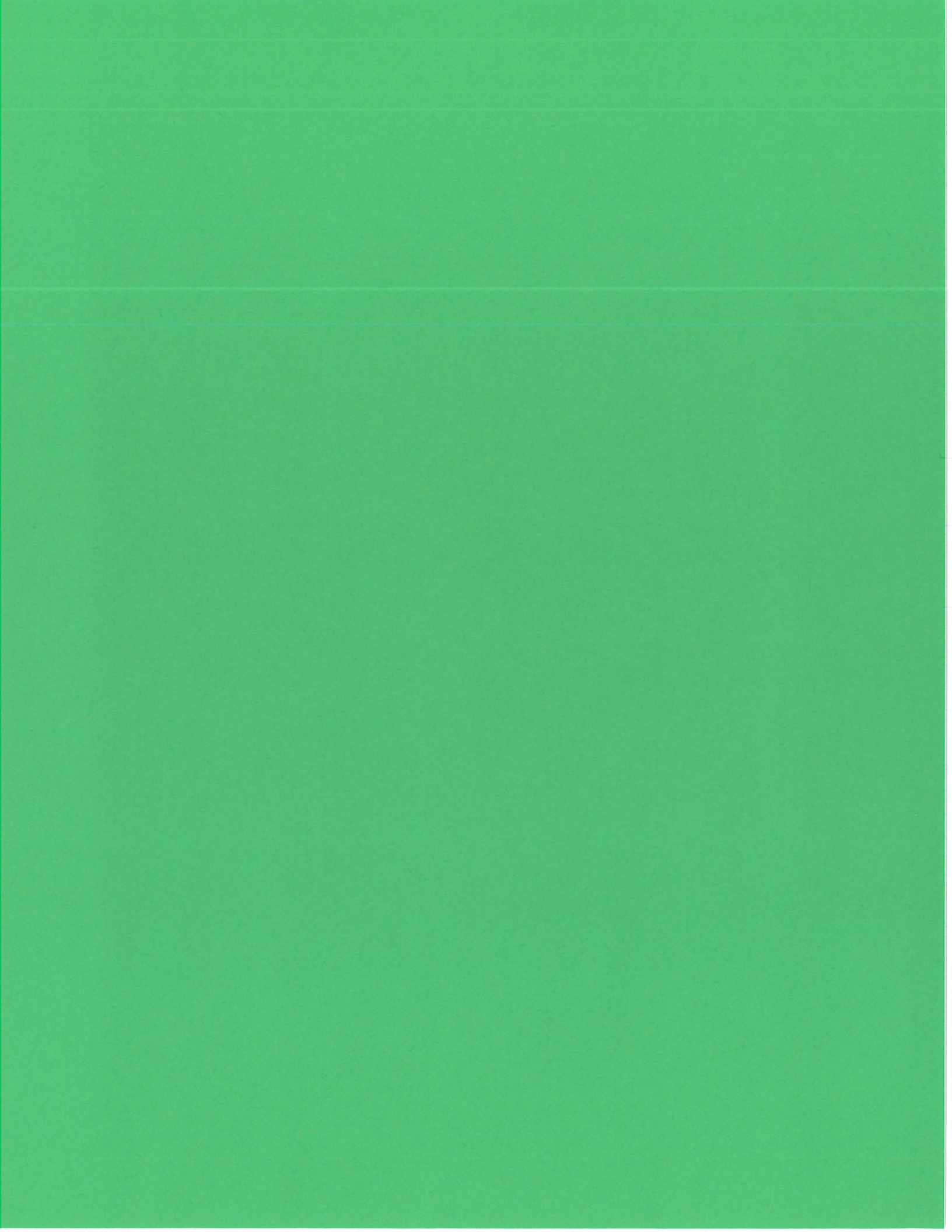
This item is on the Regular Meeting agenda for tonight. Staff is asking the Council to authorize Allen Smith Consulting to apply for the CDBG '24 grant, using funds in SPLOST for the match of \$563K. Staff is proposing using the matching funds out of SPLOST Water/Sewer & Equipment in the amount of \$220,461 for the Carden Street sewer line replacement and using SPLOST Road, Sidewalks & Equipment funds of \$342,539 to match funds for the Village area stormflow drains.

ADJOURNMENT

Mayor Jake Ayers adjourned the Work Session at 6:28 pm.

Respectfully,

LeAnn Lehigh
City Clerk



ITEMS TO BE DEADLINED / SURPLUSED

1. 2009 O'Brien Jet Machine – VIN# 1H9BS20279M511039
2. 1988 Ford F-800 – VIN# 1FDPK84A3JVA06742
3. 1997 Ford F-800 – VIN# 1FDWF80C2VVA31905
4. 2004 Big T Vac Leaf Machine – VIN# M2212V8230M02404
5. 1993 John Deere 5200 – VIN# LV5200C111646
6. 2003 John Deere Gator – VIN# W006XYX03376
7. 1986 Chevrolet 3500 – VIN# 1GCHD34J4HF300595
8. 2004 Ford F-150 – VIN# 2FTRF17W94CA79009
9. 2011 Ford F-150 – VIN# 1FTFX1CF3BFB78416
10. 2013 Dodge Charger – VIN# 2C3CDXAT7DH717746
11. 2013 Dodge Charger – VIN# 2C3CDXAT0EH164052
12. 2014 Dodge Charger – VIN# 2C3CDXAT4EH367624
13. 2013 Dodge Charger – VIN# 2C3CDXAT9DH717750
14. 2004 Ex Mark Mower – VIN# LHP4820KC
15. 2009 Ford Ranger – VIN# 1FTYR10749PA45738
16. 2010 Ford Ranger – VIN# 1FTKR1ED6APA74628
17. 2010 Ford Ranger – VIN# 1FTKR1ED1APA45246
18. 2005 Mercedes E320 – VIN# WDBUF65J35A643401
19. Tiger 20ft Trailer – VIN# 5UTBU2O29HM004885
20. 6x12 utility Trailer – VIN# 129BU1217DP308090





November 29, 2023

Mr. Jonathan Lynn
City Manager
City of Hogansville
111 High Street
Hogansville, GA 30230

RE: Modification for Loan No. DW2020028

Dear Mr. Lynn:

Enclosed are the modification documents for the Drinking Water State Revolving Loan Fund agreement between the Georgia Environmental Finance Authority (GEFA) and the City of Hogansville. GEFA is pleased to provide you with the following materials:

1. Three copies of the Modification of Promissory Note and Loan Agreement, including:
 - a. Exhibit A – Description of Project (Scope of Work, Budget, and Schedule)
 - b. Exhibit E – Opinion of Borrower’s Counsel
 - c. Exhibit F – Resolution of Governing Body

In order to execute this modification in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

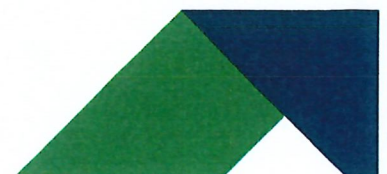
Three copies of the modification are enclosed. Each copy is an original counterpart and each must be executed. Please do not date page one of these copies of the modification. This date will be completed by GEFA at the time of execution of this modification. Please have the appropriate official sign each copy and the appropriate person attest the signature. Once signed, return all three copies of the modification with any other documents for our review and execution. GEFA will send your counterpart to you after execution.

EXHIBIT E – OPINION OF BORROWER’S COUNSEL

Exhibit E is a letter that must be prepared by your local government’s attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower’s counsel. On page 3 of the modification, the borrower’s counsel must also sign where indicated that modification is “Approved as to form.”

EXHIBIT F – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents, and any and all other documents. This resolution must be submitted along with the signed modification documents. The same elected official authorized to sign the modification documents within the resolution must also sign the modification documents.



GEFA is glad to assist you with the modification of this loan agreement and promissory note. Please do not hesitate to let us know if we can answer any questions or be of assistance in any other way.

Sincerely,



Jenerrah L. Byron
Project Manager

Enclosures

cc: Greg Ashworth / Turnipseed Engineers (w/o enclosures)



Recipient Execution Checklist

Borrower Name: CITY OF HOGANSVILLE Loan Number: DW2020028

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents.

_____ **(3) Modification of Promissory Note and Loan Agreement**

Signed, dated, and marked with the borrower's seal

_____ **Exhibit E: Opinion of Borrower's Counsel**

Signed, dated, and on the attorney's letterhead

_____ **Exhibit F: Resolution of Governing Body**

Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**



**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF HOGANSVILLE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "**Modification**") dated _____, 20____, by and between **CITY OF HOGANSVILLE**, Georgia, a Georgia public body corporate and politic (the "**Borrower**"), and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **DECEMBER 20, 2022**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **SEPTEMBER 30, 2022**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **DECEMBER 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **DECEMBER 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$2,934,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

CITY OF HOGANSVILLE

Approved as to form:



Signature: _____

Print Name: _____

By: _____
Borrower's Attorney

Title: _____

(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF HOGANSVILLE

Loan Number: DW2020028

This project will make improvements to the water distribution system and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF HOGANVILLE

Loan Number: DW2020028

ITEM	TOTAL	DWSRF
Construction	\$2,934,000	\$2,934,000
Contingency	-	-
Engineering & Inspection	-	-
Administrative/Legal	-	-
TOTAL	\$2,934,000	\$2,934,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF HOGANSVILLE

Loan Number: DW2020028

ACTION	DATE
Plans & Specs Submitted to EPD	FEBRUARY 2022
Bid Opening	JUNE 2022
Notice to Proceed	SEPTEMBER 2022
Completion of Construction	AUGUST 2025

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorneys Letterhead)

Date

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

A legal opinion from **ALEX L. DIXON, P.C.** was delivered to you, dated **DECEMBER 14, 2022** (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **DECEMBER 20, 2022** between **CITY OF HOGANSVILLE** (the "Borrower") and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **SEPTEMBER 30, 2022**, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF HOGANSVILLE

Loan Number: DW2020028

Date

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, _____, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$2,934,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **DECEMBER 20, 2022**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **SEPTEMBER 30, 2022**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Signature of Person to Execute Documents) (Print Title)

(Signature of Person to Attest Documents) (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force.

Date

Date: _____

Secretary/Clerk

(SEAL)

Seal