



City of Hogansville
City Council

Public Hearing & Regular Meeting Agenda

Monday, March 18, 2024 – 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	2027	Chief of Police: Jeffrey Sheppard
Council Post 4: Mark Ayers	2027	City Clerk: LeAnn Lehigh
Council Post 5: Kandis Strickland	2027	* Mayor Pro-Tem

Public Hearing – 7:00 pm

1. Public Hearing to Hear Citizen Comments on Rezoning 228 Acres on E. Main Street ESR to CRMX

Regular Meeting – Immediately Following Public Hearing

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 March 18, 2024
2. Approval of Minutes: Regular Meeting March 4, 2024
3. Approval of Minutes: Work Session Meeting March 4, 2024

Presentations

1. Hogansville Basketball Champions – Hogansville Greenwaves

Old Business

1. Ordinance – 2nd Reading & Adoption – Text Amendments UDO – Planning Commission Terms
2. Ordinance – 2nd Reading & Adoption – Text Amendment UDO – Vinyl Siding
3. Ordinance – 2nd Reading & Adoption – Rezoning 228 Acres on E. Main Street ESR to CRMX

New Business

1. Consideration of Variance Request 228 Acres on E. Main Street ESR to CRMX
2. CDBG 2024 Engineering Services Agreement
3. Engineering Services – Clock Park – Mallett Consulting Inc.

City Manager's Report

Chief of Police Report

Council Member Reports

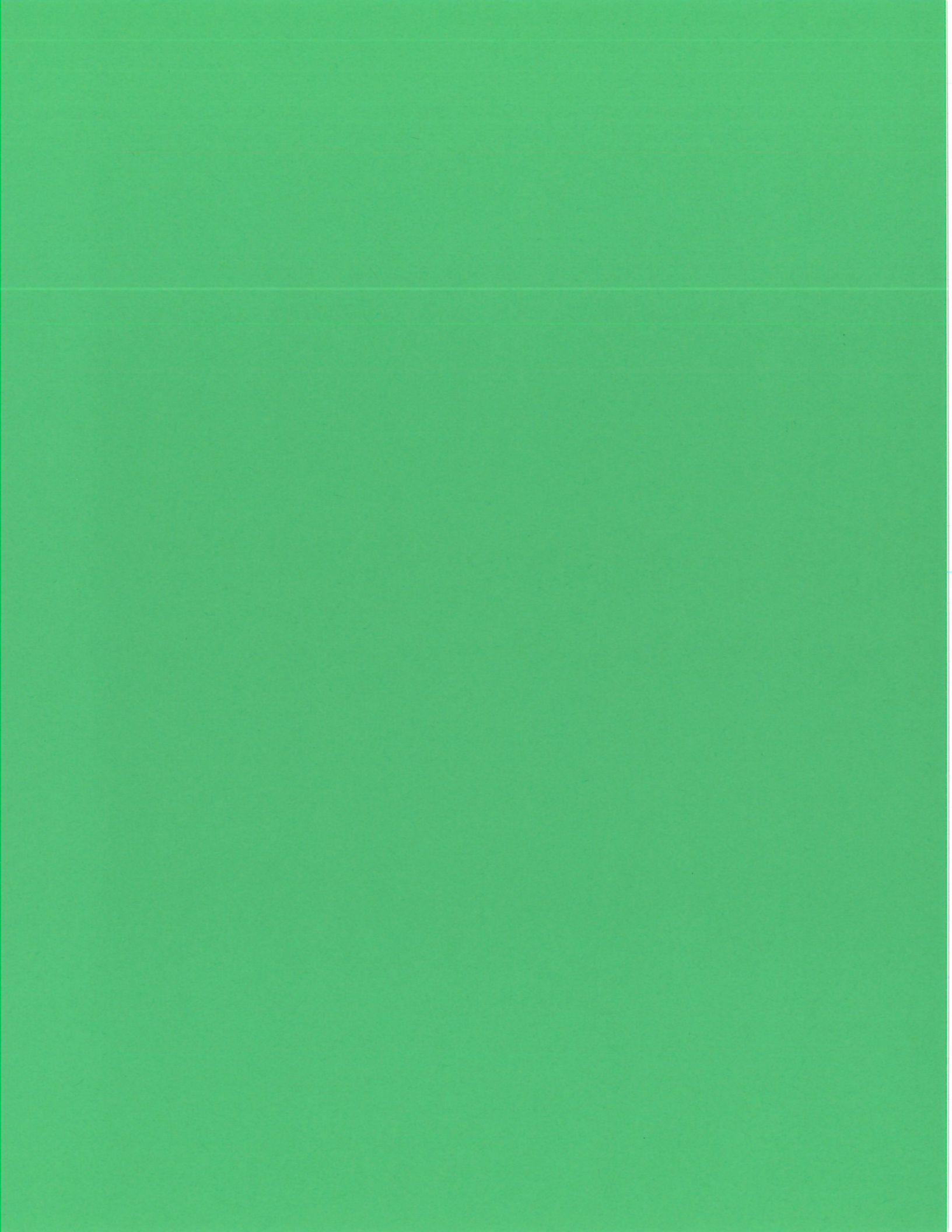
1. Council Member Taylor
2. Council Member Morgan
3. Council Member Neese
4. Council Member Ayers
5. Council Member Strickland

Mayor's Report

Adjourn

Upcoming Dates & Events

- o March 19, 2024 – 6:30 pm | Meeting of the Hogansville Historic Preservation Commission at Hogansville City Hall
- o March 21, 2024 – 6:00 pm | Meeting of the Planning & Zoning Commission at Hogansville City Hall
- o March 23, 2024 – 10:00 am | HPD Easter Egg Hunt at Hogansville Elementary School
- o March 26, 2024 – 6:30 pm | Meeting of the Downtown Development Authority at Hogansville City Hall
- o April 21-27 – Georgia Cities Week





03/04/2024

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

Regular Meeting

Call to Order: Mayor Pro-Tem Michael Taylor called the Regular Meeting to order at 7:00 pm. Present were Mayor Pro-Tem Michael Taylor, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Kandis Strickland. 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 Matthew Morgan were not present at tonight's meeting.

Mayor Pro-Tem Taylor gave an invocation and 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 4-0

PRESENTATION

1. Certificate of Recognition – Mayor Pro-Tem Michael Taylor

City Manager Lisa Kelly acknowledged Mayor Pro-Tem Michael Taylor for receiving his Certificate from the Harold Holz Institute and UGA, through the Carl Vinson Institute of Government.

2. Hogansville Basketball Champions – 11-13 Year Old Hogansville Bucks

Mayor Pro-Tem Taylor awarded certificates from the City to the 11-13 year-old Hogansville Bucks Basketball Team for winning the Troup County Basketball Championship. Members of the Hogansville Bucks and their coaches were in attendance to receive recognition.

3. Callaway Wrestling Champion – Jojo Shuman

Callaway High School wrestler Jojo Shuman was acknowledged by Council Member Neese with a certificate for being the first ever GHSA Wrestling Champion from Callaway High School.

NEW BUSINESS

1. Ordinance – 1st Reading – Rezoning 228 Acres on E. Main Street ESR to CRMX

City Attorney Alex Dixon read the first reading of the proposed ordinance to rezone 228 acres on East Main Street from ESR to CRMX. No action was taken at tonight's meeting.

2. Ordinance – 1st Reading – Text Amendments UDO – Planning Commission Terms

City Attorney Alex Dixon read the first reading of the proposed ordinance that would amend the UDO changing the term for Planning Commission members from 3 year terms to 2 year terms and eliminating the wording that states the chairperson cannot succeed themselves. No action was taken at tonight's meeting.

3. Ordinance – 1st Reading – Text Amendment UDO – Vinyl Siding

City Attorney Alex Dixon read the first reading of the proposed ordinance that would amend the UDO to allow vinyl siding to be used for repair and/or replacement of existing vinyl siding legally installed on an existing structure. No action was taken at tonight's meeting.

4. Resolution – Authorization to Apply – 2024 CDBG

Motion: A motion was made by Council Member Neese to authorize the City to apply for the 2024 CDBG Grant that will be used for storm drain work in the village area and also sewer repairs on Brazell/Carden Streets. The motion was seconded by Council Member Ayers.

Discussion: None.

Motion Passes – 4-0

5. Adoption of Connection Fees

Motion: A motion was made by Council Member Neese to adopt the Resolution amending water and sewer connection fees based on the zone map created by Turnipseed Engineers. The motion was seconded by Council Member Ayers.

Discussion: None.

Motion Passes – 4-0

6. Financial Services – Davenport & Company

Motion: A motion was made by Council Member Neese to approve the proposal from Davenport & Company for future financial services and financial review in the amount of \$7,500. The motion was seconded by Council Member Ayers.

Discussion: Davenport & Company would complete an updated five-year financial overview, evaluating the Enterprise Fund, the agreement with Charles Abbott & Associates for permitting, overview and analysis for the Sprayfield, and a review of ECG’s utility rate study.

Motion Passes – 4-0

7. Approval to Purchase and Install Playground at Strozier Park

Motion: A motion was made by Council Member Neese to approve the purchase of playground equipment from Playground Boss (Playtime) in the not-to-exceed amount of \$130k. The motion was seconded by Council Member Ayers.

Discussion: The playground at Strozier Park had to be torn down due to hazards and Council had requested to replace it as soon as possible. The best option came from Playground Boss. The not-to-exceed amount is for the playground, as well as adding benches with canopies near the playground.

Motion Passes – 4-0

8. HR Policy Adoption

Motion: A motion was made by Council Member Neese to adopt the new Human Resources Policies & Procedures Manual. The motion was seconded by Council Member Ayers.

Discussion: None.

Motion Passes – 4-0

EXECUTIVE SESSION

Motion: A motion was made by Council Member Neese to enter into Executive Session under the Real Estate Exemption at 7:51 pm. The motion was seconded by Council Member Strickland.

Motion Passes – 4-0

The Regular Meeting was reconvened at 8:01 pm.

ADJOURNMENT

On a motion made by Council Member Neese and duly seconded, Mayor Ayers adjourned the meeting at 8:01 pm.

Respectfully,



LeAnn Lehigh
City Clerk



03/04/2024

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

Work Session Meeting

Call to Order: Mayor Pro-Tem Michael Taylor called the Work Session to order at 5:42 pm. Present were Mayor Pro-Tem Michael Taylor, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Kandis Strickland. 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 Matthew Morgan were not present at tonight's meeting.

ORDER OF BUSINESS

1. Playground Options for Strozier Park

The old playground at Strozier Park had to be removed due to it being unsafe. Council had requested at previous meetings to replace it as soon as possible. Assistant City Manager Niles Ford brought four different playground options to Council. The playground that was the largest and had the fastest shipping and installation time was Playground Boss (Playtime) at a cost of \$120,893. It would be installed before the splash pad would open for the summer. Council feels it is the best option for the money. Council would also like to see covered benches installed around the playground as well. This item is on the Regular Meeting agenda, and Council has agreed to ask for a not-to-exceed amount of \$130k to include the playground and benches at the Regular Meeting tonight.

2. Connection Fees

City Manager Lisa Kelly explained the request for the new connection fees that would establish appropriate connection fees for utility service based on zones that were mapped out by Turnipseed Engineers. This item was discussed in detail at the Mayor/Council retreat. The Resolution for the new connection fees is an item on the Regular Meeting tonight.

3. Financial Services

City Manager Lisa Kelly initiated a call a few weeks ago to Davenport & Company for financial services. Davenport was the financial advisor who put together the most recent bond deal and the City is still contracted with this firm. The City is looking for a financial road map for future planning. The original estimate came in at \$7,500 to create a five-year update. This item was discussed in detail at the retreat and council made a request to add additional review items for that dollar amount, to include review of Charles Abbott and Associates contract, Enterprise Lease, prospective uses for the sprayfield, and ECG's most recent rate study. Davenport agreed to this additional review and staff is recommending Council to approve the item at tonight's meeting.

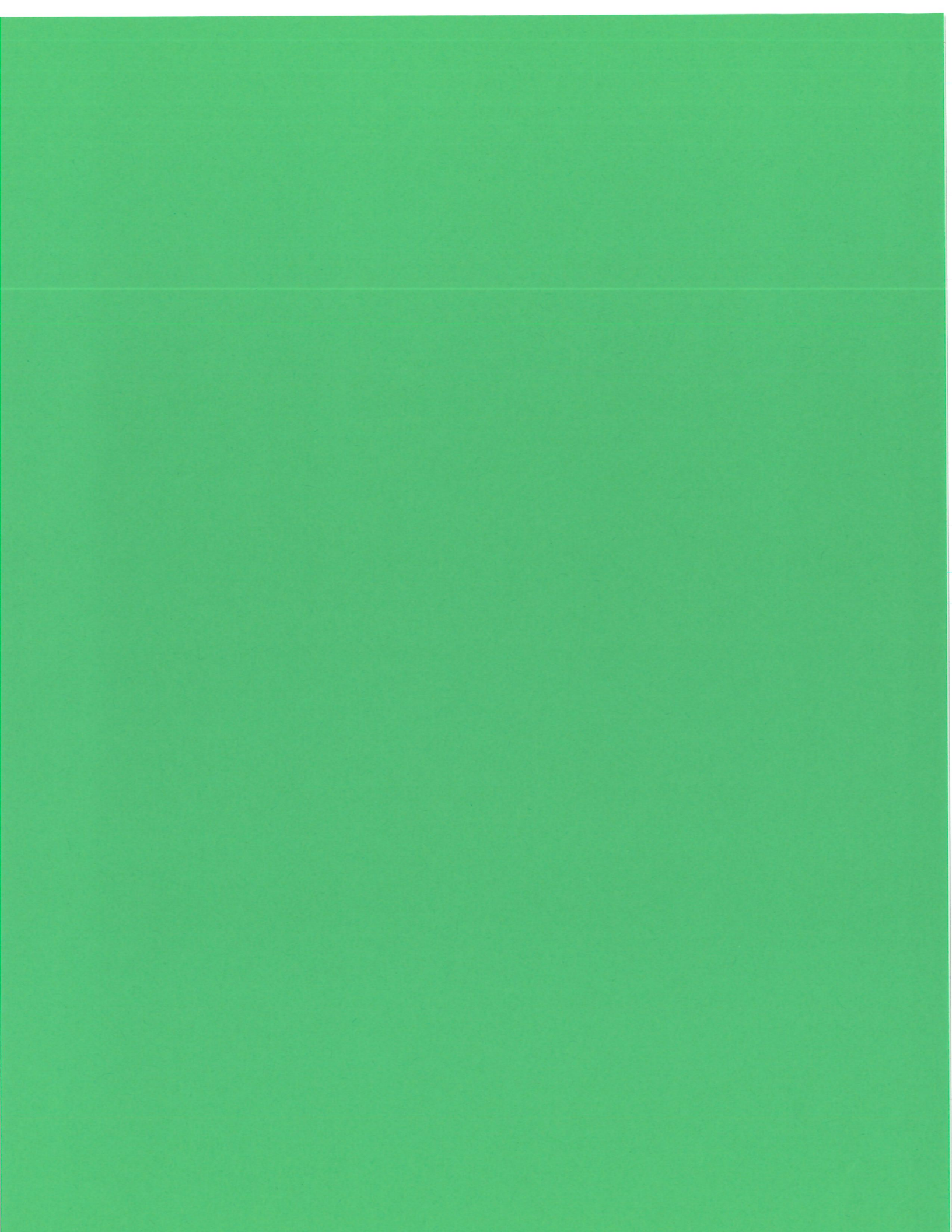
ADJOURNMENT

Mayor Pro-Tem Taylor adjourned the Work Session at 6:34 pm.

Respectfully,

LeAnn Lehigh
City Clerk

March 4, 2024



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 SEC. 102-B-12-3(1)(b) and (c) CONCERNING THE MEMBERSHIP OF THE CITY PLANNING COMMISSION; 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 Sec. 102-B-12-3(1)(b) and (c) of the Hogansville Uniform Development Ordinance, to delete the current language in such sub-sections in its entirety and inserting in lieu thereof the following language:

“(b) Members of the Planning Commission shall be appointed by the City Council.

The Planning Commission shall consist of up to seven (7) members who are citizens of or own property within the City and who shall be appointed for two (2) year terms, beginning on January 5 through January 4 of each year, or until their successors shall be appointed. No member shall hold any elective public office within the City. Unexpired terms shall be filled by the City Council. Members are removeable for cause by the City Council upon written charges and after a public hearing.

(c) The Planning Commission shall elect a chair and vice-chair (who shall be acting chair in the absence of the chair) on an annual basis.”

SECTION 2:

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

SECTION 3:

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

INTRODUCED AND FIRST READING _____

SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE, GEORGIA 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 SEC. 102-B-5-3(1)(a) CONCERNING VINYL SIDING ON AN EXISTING STRUCTURE; 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 Sec. 102-B-5-3(1)(a) of the Hogansville Uniform Development Ordinance, to delete the current language in such sub-sections in its entirety and inserting in lieu thereof the following language:

“(1) For all uses.

(a) Exterior building materials, excluding architectural accents or metal split seam roofing, shall be primarily brick, glass, wood, hardy plank, stucco, textured concrete masonry, cementitious fiberboard, or stone for all building facades, the sides of buildings perpendicular to the building facade, and for all portions of buildings viewable from a public right-of-way. Vinyl siding may be used as an exterior building material for maintenance, repair and/or replacement of existing vinyl siding legally installed on an existing structure.”

SECTION 2:

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

SECTION 3:

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

INTRODUCED AND FIRST READING _____

SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND THE ZONING MAP AND ORDINANCES OF THE CITY SO AS TO CLASSIFY THE USE ZONE OF REAL ESTATE WITHIN THE CITY LOCATED OFF OF EAST MAIN STREET AND OWNED BY EAST MAIN TROUP, LLC AND BLUE CREEK TROUP, LLC FROM ESTATE SINGLE FAMILY RESIDENTIAL (ES-R) TO CORRIDOR MIXED USE (CR-MX); 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 the zoning map and ordinances of the City of Hogansville be amended so as to classify as CR-MX - Corridor Mixed Use the following described real estate which is located within the corporate limits of the City of Hogansville, to wit:

All that tract or parcel of land located in Land Lots 94, 99 and 126 of the 11th Land District, Troup County, Georgia, containing 228.378 acres, more or less, identified as Tax Parcel ID Numbers 0211 000068 (125 Acres), and 0214 0000018 (95 Acres) (for a total of approximately 228 Acres, more or less) located off of and between East Main Street and Lake Jimmy Jackson, Hogansville, Troup County, GA 30230, and being more particularly described in the legal description set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2:

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

SECTION 3:

Pursuant to Official Code of Georgia Annotated Section 36-66-4(d)(4), this ordinance, after adoption by the Council and upon approval by the Mayor, shall become effective upon the latter of the following dates: (1) the date the zoning is approved by the Mayor and Council; or, if applicable, (2) the date that the annexation of the above-referenced property becomes effective pursuant to Official Code of Georgia Annotated 36-36-2, as amended.

INTRODUCED AND FIRST READING _____

SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 94, 99, and 126 of the 11th District, Troup County, Georgia, containing 228.378 Acres, and being more particularly described as follows:

Beginning at a nail in a concrete monument at the common corner of Land Lots 94, 95, 98, and 99;
Thence N 01°07'53" E a distance of 2582.51' to a point;
Thence S 89°02'50" E a distance of 2086.85' to a point;
Thence S 00°31'25" W a distance of 2601.69' to a 1" crimp top pipe;
Thence S 89°45'40" W a distance of 285.02' to a 1" crimp top pipe;
Thence S 00°21'51" E a distance of 619.86' to a 1" crimp top pipe;
Thence S 06°44'16" W a distance of 2599.10' to a 1/2" rebar on the right-of-way of Georgia Highway 54;
Thence along said right-of-way with a curve to the left with an arc length of 979.69', with a radius of 1939.65', with a chord bearing of N 87°18'47" W, with a chord length of 969.31', to a point;
Thence S 79°04'41" W a distance of 302.00' to a 1/2" rebar;
Thence leaving said right-of-way N 01°07'06" E a distance of 3272.62' to a 1/2" rebar;
Thence S 89°20'33" W a distance of 326.87' to a nail in a concrete monument; which is the Point of Beginning.

Tax Parcel ID Numbers 0211 000068 and 0211 000068

**CITY OF HOGANSVILLE
REZONING AND VARIANCE REQUEST
STAFF ANALYSIS AND REPORT**

DATE: 3/4/2024
TO: Hogansville City Council
FROM: Lynne Miller, Planning and Development Director
RE: **Rezoning and Variance Request**
East Main Street
Tax Map Nos. 0214000001 and 0211000068
WGS LLC

LSM

REQUEST:

The applicant and owner, WSG LLC, is requesting rezoning of approximately 228 vacant acres located on the north side of East Main Street in Hogansville, Troup County, Tax Map Nos. 0214000001 and 0211000068. The requested zoning is from ES-R – Estate Single Family Residential – to CR-MX – Corridor Mixed Use – for a future 399-unit development with a mix of single-family residences and townhomes. The applicant is also requesting a front yard setback variance for the 60-foot wide, one acre lots from 25 ft to 20 ft.

LOCATION:

The two lots are located on the north side of East Main Street, just north of Russell Road, City of Hogansville, Troup County.

SITE:

The two sites are stacked rectangles, extending from East Main Street to Lake Jimmy Jackson. The site is wooded and undeveloped.

ZONING:

Both properties are currently zoned ES-R – Estate Single Family Residential.

COMPREHENSIVE PLAN:

The City of Hogansville’s adopted 2021-2041 Comprehensive Plan and the Plan’s Character Area (Future Land Use) map place this site within the City’s Residential character area, described in the plan: “This character area includes 20th and 21st century housing not included in the Crosstown, Village, Interstate or Public areas. This character area includes four subdivision – Hummingbird Estates, Huntcliff, Mallard Lake and Shallow Creek – that were platted around year 2000, roughly ¼ built out when the 2008 Recession hit, halted at the point and then resumed construction around 2015...”.

EXISTING LAND USES:

Adjacent uses consist of the following:

NORTH: Lake Jimmy Jackson and the City line.

SOUTH: CR-MX – Corridor Mixed Use

EAST: CR-MX – Corridor Mixed Use and CR-MR – Corridor Medium Density Residential

WEST: ES-R – Estate Single Family Residential, undeveloped.

UNIQUE CHARACTERISTICS:

The subject site has steep topography on its north (top end). Also here, a small piece of Lake Jimmy Jackson and the dam’s inundation zone, which restricts development.

PREVIOUS RELATED ACTIONS: On February 15, 2024, the City of Hogansville Planning Commission recommended both the rezoning and the requested 5-foot front yard setback variance for the single-family lots.

FINDINGS:

Finding 1. The site is currently unoccupied.

Finding 2. The proposed use is suitable in view of the zoning and use of properties to the east and south.

Finding 3. The north edge of this site has steep topography and a small piece of Lake Jimmy Jackson with federally protected inundation area.

Finding 4. The proposed use would require vegetative buffers on its west side, between its proposed CR-MX zoning and the less intensive ES-R single family residential zoning to the immediate west.

ZONING STANDARDS:

STANDARD 1. Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

Yes. This proposed residential use is suitable in view of the residential zoning to the immediate west and mixed residential and commercial uses to the east.

STANDARD 2. Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

No. The use should have no adverse impact on adjacent properties.

STANDARD 3. Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

Yes. The City's 2021-2041 Comprehensive Plan plan designates this part of the City's 20th Century and 21st Century Residential inventory, and the proposed use is compatible with that designation.

STANDARD 4. Are there substantial reasons why the property cannot or should not be used as currently zoned? No.

STANDARD 5. Will the proposed use cause an excessive or burdensome use of public utilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection? No.

STANDARD 6. Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties? No.

STANDARD 7. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

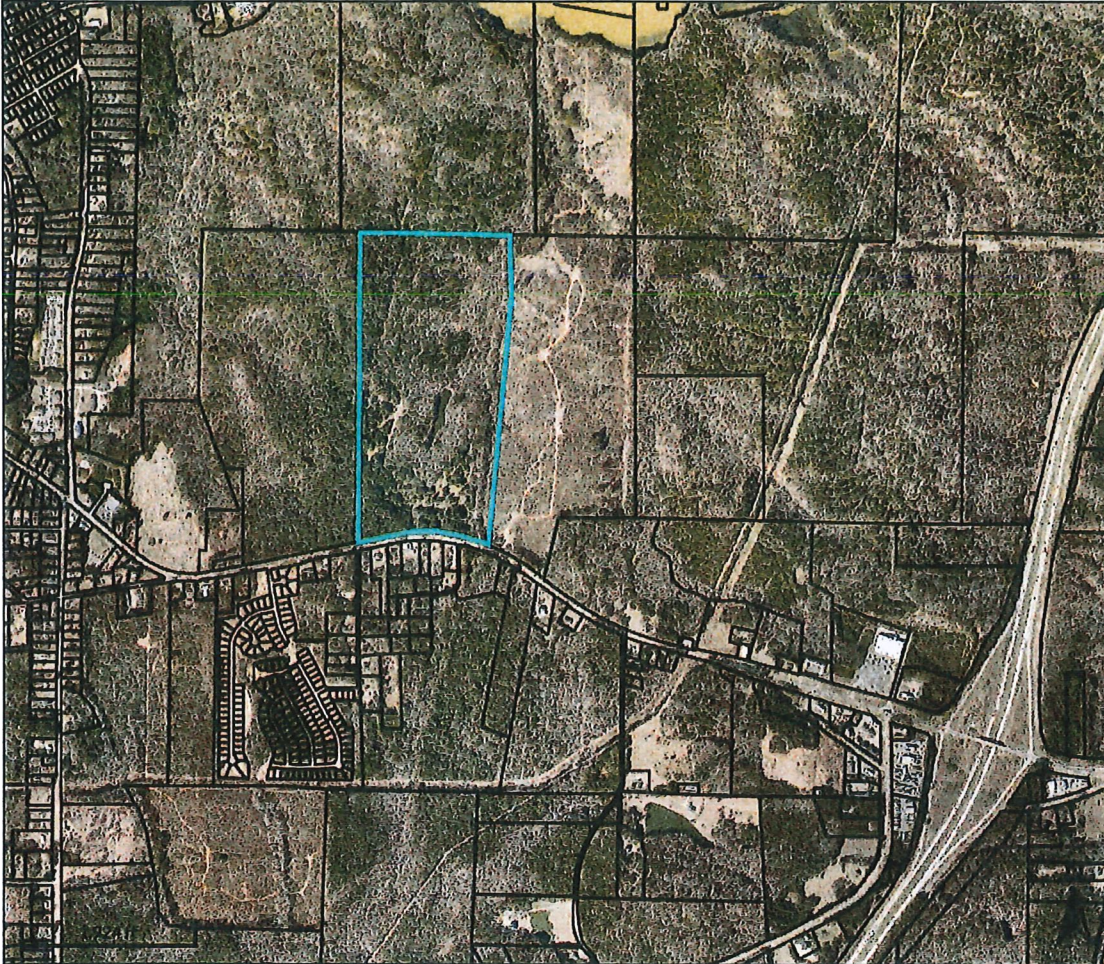
Yes. If properly managed and if environmentally sensitive areas on the property's northern edge are protected.

STAFF RECOMMENDATION:

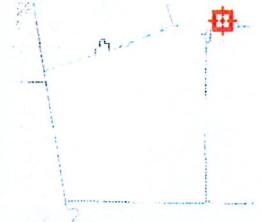
Staff recommends **approval** of the proposed re-zoning on March 18, 2024, after first reading on March 4, 2024 and second reading and public hearing on March 18, 2024.

Staff also recommends **approval** on March 18, 2024 of the proposed 5-foot front yard variance for the planned 60-foot lots, from 25 feet to 20 feet.

The recommendations made herein are the opinions of the City of Hogansville staff and do not constitute a final decision. The Hogansville City Council makes the final decision on all Rezoning/Annexation/Special Use Applications at their regularly scheduled meetings.



Overview



Legend

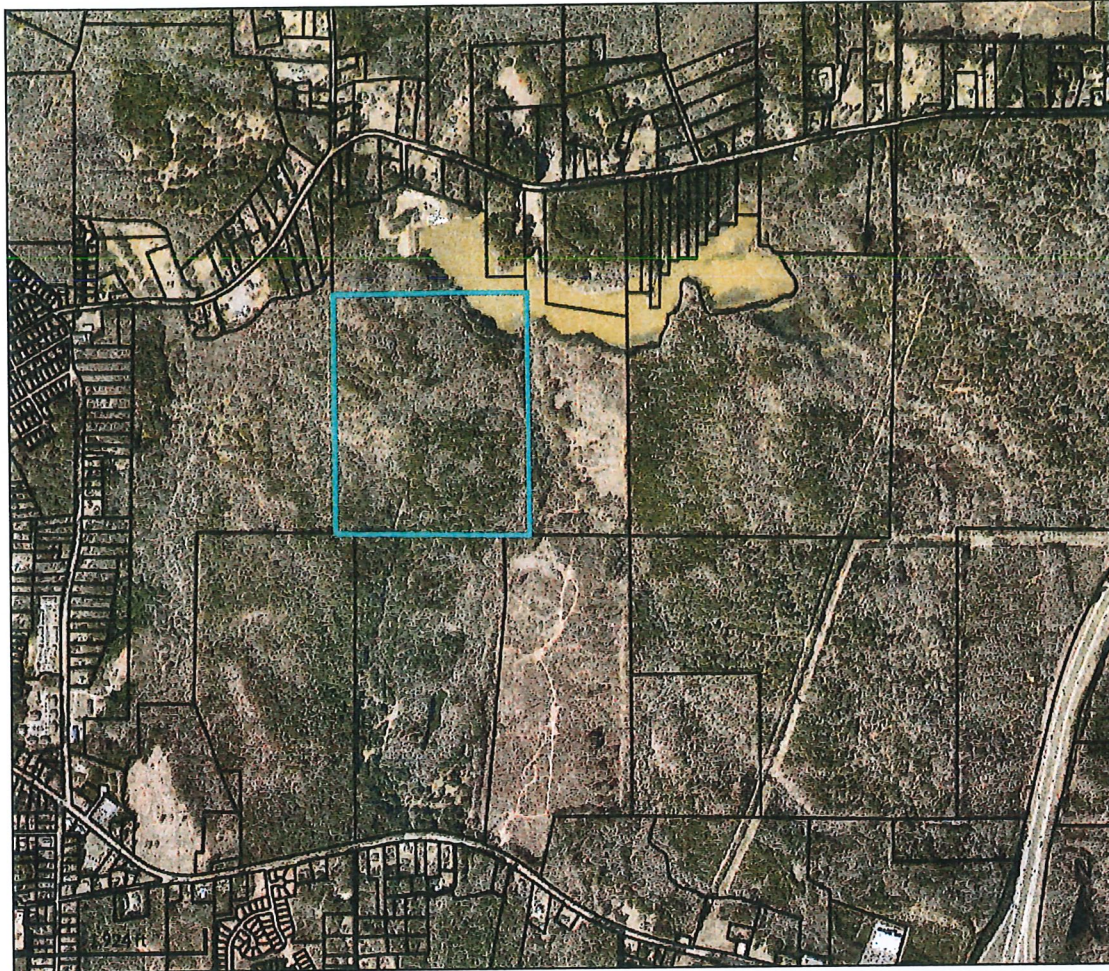
-  Parcels
-  Roads

Parcel ID	0214 000001	Owner	EAST MAIN TROUP LLC	Last 2 Sales			
Class Code	Consv Use		707 HWY 314	Date	Price	Reason	Qual
Taxing District	18 - HOGANSVILLE		FAYETTEVILLE, GA 30214	12/14/2011		N	U
City	HOGANSVILLE	Physical Address	E MAIN ST	12/14/2011		N	U
Acres	95.0	Assessed Value	Value \$921100				
		Land Value	Value \$921100				
		Improvement Value					
		Accessory Value					

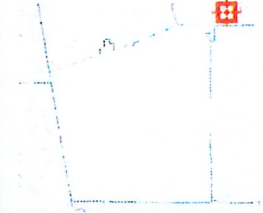
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Developed by  **Schneider**
 GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads

Parcel ID	0211 000068	Owner	BLUE CREEK TROUP LLC	Last 2 Sales			
Class Code	Consv Use		707 HWY 314	Date		Price	Reason
Taxing District	18 - HOGANSVILLE		FAYETTEVILLE, GA 30214	12/14/2011		N	U
City	HOGANSVILLE	Physical Address	BLUE CREEK RD	12/14/2011		N	U
Acres	125.0	Assessed Value	Value \$518900				
		Land Value	Value \$518900				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

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Developed by  **Schneider**
 GEOSPATIAL

WGS, LLC
270 North Jeff Davis
Fayetteville, Georgia 30214

December 12, 2023

Ms. Lisa Kelly
City Manager, Hogansville
111 High Street
Hogansville, GA 30230

Re: Rezoning and Variance Applications
228.378 acres on Georgia Highway 54 (Parcel #s 0214 000001 & 0211 00068)

We are pleased to bring forward this rezoning request which is evidence of our desire to continue doing business in the great city of Hogansville. We have engaged Ridge Planning and Engineering to complete the rezoning plan that is included in this application.

As a part of this application, we have included the following:

- Rezoning Application
- Narrative describing the Rezoning and the Variance Request
- Conceptual Site Plan
- Boundary Survey
- Owner's Authorization
- Owner and Applicant Disclosure Statements

We appreciate the opportunity to bring this rezoning to the City of Hogansville and look forward to working with you on this matter.

Sincerely,

Daniel Fields

Narrative and Site Plan Submission:
Rezoning Application

Concurrent Variance Application

City of Hogansville

Applicant:

WGS, LLC

Property Owners:

East Main Troup, LLC

Blue Creek Troup, LLC

Property:

228.378 acres on Georgia Highway 54

(Land Lots 94, 99, & 126, 11th District, Troup County, Georgia)

Parcel ID 0214 000001

Parcel ID 0211 00068

I. INTRODUCTION

WGS, LLC (“Applicant”) respectfully requests the rezoning of two parcels on Highway 54 West to develop a 399-unit, residential neighborhood combining different types of residential uses including townhomes and various single-family detached lot sizes. The Applicant following feedback from Staff has also tried to incorporate various passive amenities such as a trail system that could further the City’s existing trail system.

The subject property is approximately 228 acres of land located on Highway 54 with the nearest intersection being Russell Road (“Property”). The Property consists of two (2) separate parcels, including Parcel ID 0214 000001 and Parcel ID 0211 00068. The Property is currently zoned R-1 (Single Family Residential). The Applicant seeks to construct a residential neighborhood, containing 222 60’ wide single-family lots, 36 1-acre single family lots, and 141 townhome pads. In order to develop the proposed plan, the Applicant has submitted a rezoning application with the City of Hogansville, seeking to rezone the Property to Corridor Mixed Use (CR-MX). The requested rezoning district will allow the Applicant to develop a residential development that intends provide different housing needs, with a gross density of approximately 1.75 units per acre.

In addition to this rezoning request, the Applicant also submits a concurrent variance application, requesting the following variance (1) variance from the City’s code:

- 1) Variance from Sec. 102-B-4-1., to reduce the front yard setback from 25 ft. to 20 ft. on the 60’ wide lots.

The Applicant is requesting the proposed rezoning and concurrent variances to build a high-quality, residential development. The proposed development will greatly benefit the City by providing an additional supply of diverse housing options in a market in which housing affordability is at its lowest level in decades. The Applicant’s proposed residential neighborhood will provide a flexible housing option for City residents who wish to downsize to a townhome with limited maintenance or even a 1-acre lot but remain in close proximity to downtown. Additionally, the proposed neighborhood is suitable for its location on the Property, as the development will preserve the single-family character of adjacent properties.

II. REZONING & VARIANCE ANALYSIS

As demonstrated below, the Applicant satisfies all standards for rezoning as described in the Hogansville Zoning Ordinance, Sec. 102-B-12-4.7.:

Applicant's proposed rezoning to CR-MX is consistent with the City's Comprehensive Plan noted desire to "support new land uses that enhance housing options in our Community." The proposed development will provide additional housing options for its citizens. The City's Character Area Map designation of Residential does correspond to the requested zoning district of CR-MX as no commercial uses are being requested. This rezoning achieves the recommended development patterns of seeking distribution of affordably priced homes throughout the City and providing new residential development that mixes housing types and styles and enhances pedestrian infrastructure. The Applicant's proposed neighborhood will be consistent with the density of more recent residential developments on nearby properties. In summary, this use would be suitable considering surrounding properties.

Its current use and the requested use do not conflict. The Property currently exists primarily as open, undeveloped land zoning R-1. The surrounding land uses include residential and City owned property. Applicant's proposed rezoning will complement and enhance the current mixture of uses surrounding the Property. The Property's current R-1 zoning devalues the Property due to its location directly adjacent to a higher density residential neighborhood to the east and City owned property to the west. The devaluation of the Property by its current zoning is not a threat to the public health, safety, morals, or general welfare of the public, yet there is no gain to the public for this property to continue to remain vacant and undeveloped.

Based on its size and location, the Property is suitable for various residential product types that complement the surrounding land uses. The City's current infrastructure is equipped to handle any increased demand caused by any population growth accompanying the proposed development. The Applicant will also work with the City if infrastructure upgrades are determined to be necessary both from a traffic and water and sewer service perspective.

The requested rezoning will not decrease the value of surrounding properties. Rather, the development of a new high-quality residential neighborhood will have a positive impact and benefit upon surrounding properties and their values. The Applicant imagines that the architecture will include brick, stone, and hardy exteriors with quality trim work and front entry garages creating a traditional, yet modern, feel for the overall neighborhood. In addition, to the homes themselves, the Applicant has provided green space for a potential park and potential dedication of certain property around the Lake Jimmy Jackson area for trail system improvements. Overall, the Applicant's proposed neighborhood will contribute positively to the City and establish a thriving, vibrant community east of the downtown corridor.

Furthermore, the Applicant also satisfies all standards for variance requests as described in the Hogansville Zoning Ordinance, Sec. 102-B-12-9.:

Regarding the variance requests for this development, the Applicant seeks one setback variance for the front yards on the 60 ft. wide lots from 25 ft. to 20 ft. Applicant does not request, nor does the development require, a rear yard setback variance. Applicant seeks the setback variance in order to design and develop home plans that fit within the said zoning.

The front yard setback variance on the single family is requested to achieve a standard home setback from the curb. The requested variance will not cause any detriment to the public or surrounding property owners, as the setback variances will not allow new homes to encroach upon current residences on adjacent properties.

III. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the City of Hogansville approve the rezoning and grant the variances as requested by the Applicant. If there are any questions about this application, you may contact me at 404-539-2124 or dfields@brentholdings.net.

Sincerely,

WGS, LLC

Daniel Fields

Exhibit A

REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of the City of Hogansville require us to raise Federal and State constitutional objections during the public hearing application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

The portions of the Hogansville Zoning Ordinance, facially and as applied to the Property, which restrict the Property to any uses, land use designations, conditions, development standards, or to any zoning districts other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Hogansville Zoning Ordinance, facially and as applied to the Property, which restrict the Property to any uses, conditions, land use designations, development standards, or to any zoning classifications other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking and inverse condemnation of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the City of Hogansville to grant the application as requested would constitute a taking of the Applicant's property and inverse condemnation. Because of this unconstitutional taking, the City of Hogansville would be required to pay just compensation to the Applicant.

A denial of this Application would constitute an arbitrary and capricious act by the Hogansville Planning and Zoning Commission, and/or City Council, without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the requested rezoning and/or variances would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by Hogansville Planning and Zoning Commission, and/or City Council, to grant the requested rezoning and/or variances in accordance with the criteria requirements as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the Application, subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

A denial of the requested rezoning and/or variances would be unconstitutional. This notice is being given to comply with the provisions of O.C.G.A. § 36-33-5 to afford the City an opportunity to approve the variances as requested by the Applicant. If action is not taken by the City to approve the rezoning and/or variances within a reasonable time, a claim will be filed in the Superior Court of Troup County demanding just and adequate compensation under Georgia law for the taking of the Property, inverse condemnation, diminution of value of the Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.



DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	(SU-R), (TN-MX), (G-RL)
PROPOSED ZONING	(SU-R), (TN-MX), (G-RL)
AREA	
SITE AREA	233.92 ACRES
OPEN SPACE	65.00 ACRES (27.8% OF SITE)
DENSITY	
NUMBER OF UNITS	399 UNITS
PROPOSED DENSITY	1.71 UNITS/ACRE

SINGLE FAMILY (SU-R)	
SINGLE FAMILY DETACHED	
NUMBER OF LOTS (60' X 120')	222 LOTS
AREA	105.71 ACRES
SETBACKS	
FRONT	20 FEET
SIDE	10 FEET
STREET SIDE	10 FEET
REAR	25 FEET

SINGLE FAMILY (G-RL)	
SINGLE FAMILY DETACHED	
NUMBER OF LOTS (± 1 ACRE)	36 LOTS
AREA	108.95 ACRES
SETBACKS	
FRONT	25 FEET
*SIDE	15 FEET
STREET SIDE	10 FEET
REAR	25 FEET
* VARIANCE REQUIRED TO CHANGE SIDE SETBACK FROM 20 FEET TO 15 FEET	

TOWNHOMES (TN-MX)	
SINGLE-FAMILY ATTACHED (TOWNHOMES)	
NUMBER OF LOTS (24' X 50')	141 LOTS
AREA	19.27 ACRES
SETBACKS	
*FRONT	13 FEET
SIDE	NONE
STREET SIDE	NONE
REAR	25 FEET
* VARIANCE REQUIRED TO CHANGE FRONT SETBACK FROM 25 FEET TO 13 FEET	

EXISTING INFORMATION IS BASED ON GIS.
PLAN MAY CHANGE UPON RECEIPT OF SURVEY.

24 HOUR CONTACT:
DANIEL FIELDS
404.539.2124

GEORGIA811
Utilities Protection Center, Inc.

Know what's below.
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RIDGE PLANNING AND ENGINEERING®
6234 OLD HIGHWAY 5
SUITE D9-250 • WOODSTOCK, GA 30188
OFFICE 770.938.9000

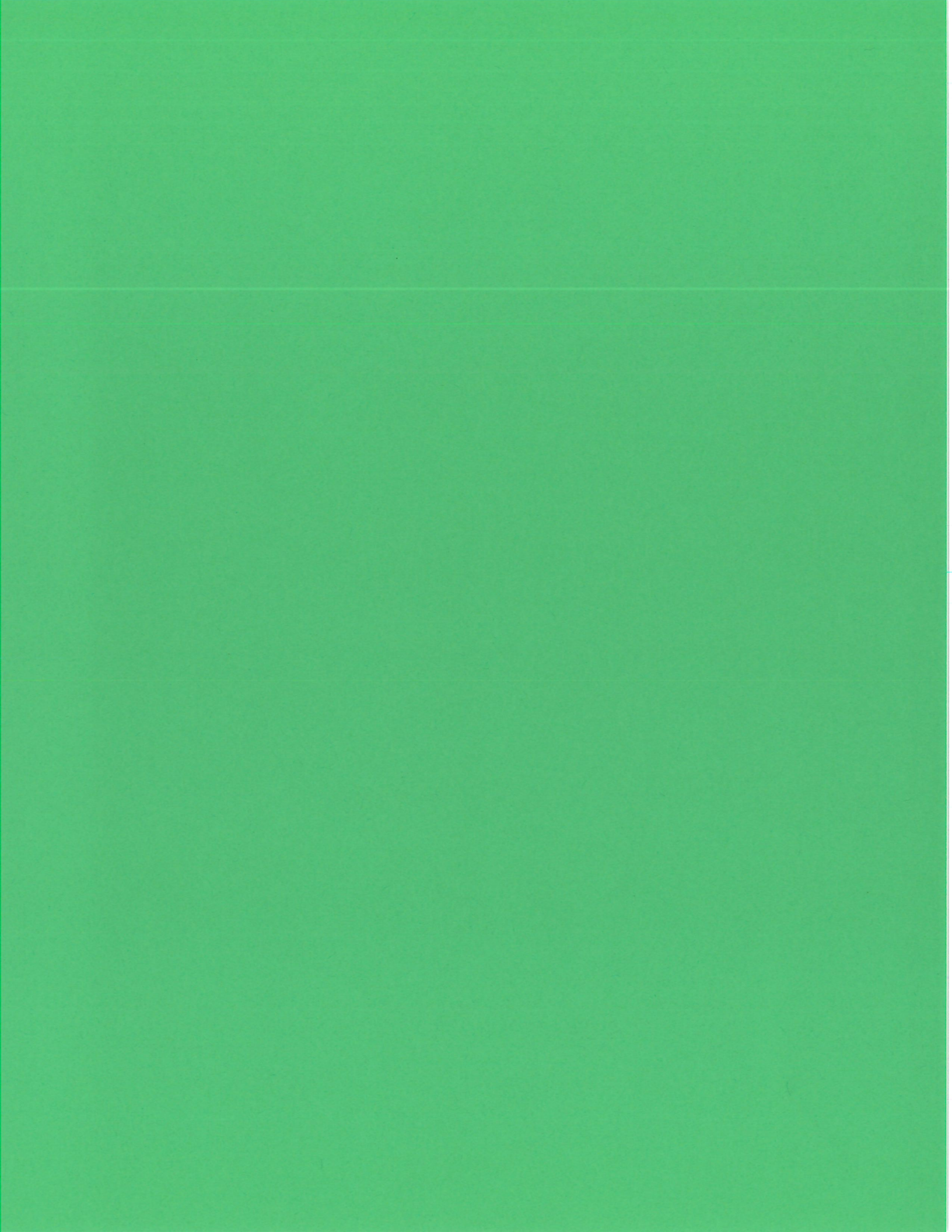
ZONING PLAN
EAST MAIN TROUP
LAND LOT 126 & 99
11TH DISTRICT
TROUP COUNTY, GEORGIA

OWNER/DEVELOPER
BRENT HOLDINGS, LLC
270 NORTH JEFF DAVIS DRIVE
FAYEVILLE, GA 30214
PHONE: 770-461-0478

REVISIONS
12.11.2023 ADDED WALKING TRAIL

ZONING PLAN
Z100

23047 Z100.DWG
Copyright © 2023



AGREEMENT

PART I - ENGINEERING SERVICES

THIS AGREEMENT made as of the ____ day of _____ in the year Two Thousand and Twenty-Four between the **CITY OF HOGANSVILLE, GEORGIA** (hereinafter called the OWNER), and **G. BEN TURNIPSEED ENGINEERS, INC.** (hereinafter called the ENGINEER).

WITNESSETH, that whereas the OWNER intends to engage the ENGINEER to provide engineering services in connection with the Community Development Block Grant Project referred to as **STORM DRAINAGE AND SEWERAGE SYSTEM IMPROVEMENTS** (hereinafter called the PROJECT),

NOW, THEREFORE, the OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 – PRELIMINARY ENGINEERING REPORT

- A. Assist the City with project scope selection to maximize engineering feasibility and application competitiveness.
- B. Prepare a Preliminary Engineering Report to support the project that includes a description of the existing infrastructure, recommendation of improvements, a detailed cost analysis, consideration of alternatives, a project schedule and an overview of the required operation and maintenance of the improvements.
- C. Prepare a Project Report Map to be used by your grant administrator during the application process.

END OF SECTION 1

SECTION 2 - BASIC SERVICES OF THE ENGINEER

- A. General
 - 1. When the CDBG grant is awarded and the City authorizes, the ENGINEER agrees to perform professional services in connection with the Project as hereinafter state.

2. The ENGINEER shall serve as the OWNER'S professional engineering representative in those phases to which this Agreement applies and will give consultation and advice to the OWNER during the performance of his services.
3. The ENGINEER shall prepare plans and specifications necessary for the proposed Storm Drainage and Sewerage System Improvements as outlined in the Preliminary Engineering Report from Section 1.
4. The ENGINEER shall contact a representative of the OWNER for an on-site inspection of the areas of proposed construction to establish the preliminary location of the proposed improvements.
5. The ENGINEER shall prepare plans and specifications showing all pertinent topo grades as required and complete construction details of proposed improvements.
6. In the advanced stage of design, the ENGINEER shall submit to the OWNER working drawings (plans showing topo, elevations, and proposed improvements) for review and approval. The ENGINEER shall schedule on-site or design review conferences as necessary to resolve any problems.

B. Final Design Phase

1. Prepare for incorporation in the Contract Documents, detailed drawings and plans to show the character and scope of the work to be performed by contractors on the Project (hereinafter called the Drawings, and instruction to bidders, general conditions, special conditions, and technical provisions hereinafter called the Specifications).
2. Secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
3. Prepare proposal forms and notice to bidders.

C. Bidding or Negotiating Phase

1. Assist the OWNER in obtaining and evaluating bids or negotiating proposals and prepare the Contract Documents with the assistance of the OWNER.
2. Consult with the OWNER concerning and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the general contractor for those portions of the work as to which such acceptability is required by the bidding documents.

D. Construction Phase

The construction phase will commence with the award of the construction contract and will terminate upon written approval of final payment by the ENGINEER. During the construction phase, the ENGINEER will:

1. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work; will endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor, and may disapprove or reject work as failing to conform to the Contract Documents.
2. Issue all instructions of the OWNER to the Contractor, prepare routine change orders as required, act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the OWNER and the Contractor and will make decisions on all claims of the OWNER and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto.
3. Based on his on-site observations on his review of the Contractor's applications for payment and supporting data, determine the amount owing to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review that the work has progressed to the point indicated and that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.
4. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and the Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve in writing final payment to the Contractor and submit a statement of completion.
5. The ENGINEER shall not supervise, direct, or have control over the work being performed by the Contractor. The ENGINEER shall not be responsible for the means, methods or procedures used by the Contractor for construction, for safety on the site, for safety precautions, nor for Contractor's failure to comply with Laws and Regulations relating to construction of the work.
6. The ENGINEER shall not be responsible for the acts or omissions of the Contractor, any subcontractor or any of the Contractor's or subcontractor's agents or employees or any other person performing any of the work under the construction contract.

E. Periodic Construction Observation

The ENGINEER shall furnish one Project Inspector who will be directed by the ENGINEER in order to provide more extensive representations at the Project site during the construction phase.

Through the on-site observations of the work in progress and field checks of materials and equipment by the Project Inspector, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work, but the furnishing of such Project Inspector shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with Contract Documents.

END OF SECTION 2

SECTION 3 - ADDITIONAL SERVICES

A. Court Appearance

Court appearances, testifying or other substantiation of the results obtained under this project.

B. Changes in Design

Any changes in design requested by the OWNER.

C. Easements (If Applicable)

Coordination of easement plat preparation and assistance with obtaining easements including meeting with OWNER, property owner, appraiser, or attorney to obtain the easements. Preparation of easement plats shall be by a licensed surveyor selected and contracted by the OWNER.

D. Environmental Studies, Reports and Permitting

Preparation of environmental study and reports, meetings regarding study and report, and submittal of study and reports required by the EPD or DOT to construct the improvements. Preparation of application to obtain buffer variances, and highway and railroad permits, as required.

E. Topographic Survey

Preparation of a topographic survey of the site, including the field location of wetland limits if required.

F. NPDES Stormwater Permitting and Monitoring Plan

Preparation of storm water monitoring plans and permits, meetings concerning plans and permits and submittal of plans and permits required to construct the improvements. Preparation of Notice of Intent (NOI) and Notice of Termination (NOT).

END OF SECTION 3

SECTION 4 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide full information as to his requirements for the particular Project.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.
- C. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation, layout of proposed buildings, grading plans, site plans, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment tests, inspections and reports regarding hazardous materials, toxic wastes and any other type of pollutant; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely in performing his services.
- D. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER'S services.
- E. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).
- F. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Agreement.
- G. Examine all studies, reports, sketches, estimates, Specifications, Drawings, proposals, and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- H. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs incidental thereto.
- I. If any Project involves more than one general contract or separate construction contracts for different building trades or separate equipment contracts, ensure that the General Conditions of all such contracts are substantially identical. **END OF SECTION 4**

SECTION 5 - PAYMENT TO THE ENGINEER

A. Payments for Services of the Engineer

1. The OWNER will pay ENGINEER for basic services performed under Section 1, a lump sum fee of: **NO CHARGE**
2. The OWNER will pay ENGINEER for basic services performed under Section 2 for design, bidding and construction phases a fee based on:

Total construction cost times 9.0%

3. Under Section 2, Item E, the OWNER shall pay the ENGINEER for periodic construction observation based on:

Total construction cost times 3.0%

4. Under Section 3, Items A through F will be paid based on payroll cost times 1.97 plus non-salary costs times 10%. Mileage will be at \$0.58/per mile.

B. Methods and Times of Payment

Payments on account of said fee for Basic Services shall be made as follows:

1. Progress payments shall be made monthly in proportion to services performed. The statements shall be based upon the ENGINEER'S estimate of the proportion of the total services completed at the time of billing. The compensation for basic services shall amount to the following percentage of the total fee at completion of each phase of work:
 - a. Final Design Phase 75 percent
 - b. Bidding or Negotiating Phases 10 percent.
 - c. Construction Phase 15 percent.
2. Times of Payments. The ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.
3. Other Provisions Concerning Payments
 - a. If OWNER fails to make any payments due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S bill thereof, the amounts due ENGINEER shall include a charge at the rate of 1.5% per

month from said sixtieth day, and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

- b. In the event of termination by OWNER under PART II paragraph 1 upon completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of 1.97 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:
- 20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or
 - 10% if termination occurs after commencement of the Final Design Phase.

END OF SECTION 5

SECTION 6 - TIME OF PERFORMANCE

A. Basic Services

1. The Final Design Phase shall be completed by the ENGINEER within 180 calendar days after the date of Notice of Grant Award from the Department of Community Affairs of this Agreement and a Notice-to-Proceed from the OWNER to the ENGINEER.
2. The Bidding or Negotiating Phase shall be completed within 90 calendar days after the Final Design Phase has been completed or at such time all permits are approved, and the City has obtained the necessary easements.

B. Extensions of Time

The times indicated may be extended from time to time by the OWNER for causes beyond the control of either the ENGINEER or the OWNER. Should the ENGINEER require extensions of time for reasons satisfactory to the OWNER, request for such extensions shall be made by the ENGINEER promptly following the discovery of such need and in no event less than ten (10) days prior to the end of the times indicated above. All requests by the ENGINEER for extension of time and all extensions granted by the OWNER shall be in writing.

END OF SECTION 6

SECTION 7 - GENERAL CONSIDERATIONS

A. Ownership of Drawings and Documents

It is understood that the ENGINEER is preparing documents for specific installations, rather than standard documents for repetitive multiple use. Therefore, all documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER may obtain, upon payment of fees due the ENGINEER, reproducible copies of Drawings, and copies of other documents, in consideration of which it is mutually agreed that the OWNER will use them solely in connection with the Project, and shall not authorize their use on other projects, except by written agreement with the ENGINEER.

B. Estimates

Since the ENGINEER has no control over the cost of labor, material or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that bids or the Project construction cost will not vary from cost estimates prepared by him.

C. Insurance

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of his services under this Agreement.

END OF SECTION 7

SECTION 8 - TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as PART II - TERMS AND CONDITIONS.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF HOGANSVILLE, GEORGIA

ATTEST:

BY: _____

Jake Ayers

TITLE: Mayor

WITNESSED:

DATE: _____

(Seal)

G. BEN TURNIPSEED ENGINEERS, INC.

ATTEST:

BY: Kenneth E. Green

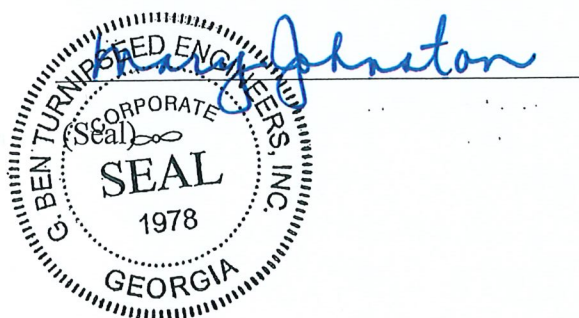
Kenneth E. Green, P.E.

Christine Hammon

TITLE: President

WITNESSED:

DATE: 2/16/24



AGREEMENT

PART II - TERMS AND CONDITIONS

1. Termination of Agreement for Cause

If, through any cause, the ENGINEER shall fail to fulfill in timely and proper manner his obligation under this Agreement, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the OWNER shall thereupon have the right to terminate this Agreement by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Agreement shall, at the option of the OWNER, become its property and the ENGINEER shall be entitled to receive just and equitable compensation of any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Agreement by the ENGINEER, and the OWNER may withhold any payments to the ENGINEER for the purpose of set-off until such time as the exact amount of damages due the OWNER from the ENGINEER is determined.

2. Termination for Convenience of the OWNER

The OWNER may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the ENGINEER. If the Agreement is terminated by the OWNER as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the ENGINEER, Paragraph 1 hereof relative to termination shall apply.

3. Changes

The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.

4. Personnel

- (a) The ENGINEER represents that he has or will secure at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the OWNER.

- (b) All of the services required hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- (c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The ENGINEER shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto: Provided, however, that claims for money by the ENGINEER from the OWNER under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

6. Reports and Information

The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits

The ENGINEER shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this Agreement are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

9. Copyright

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the ENGINEER.

10. Compliance with Local Laws

The ENGINEER shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ENGINEER shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

11. Equal Employment Opportunity

During the performance of this Contract, the ENGINEER agrees as follows:

- (a) The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, or national origin. Such action shall include, but not to be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- (b) The ENGINEER will, in all solicitation or advertisement for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- (c) The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and order of

the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the OWNER'S Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the ENGINEER'S non-compliance with the non-compliance clauses of this Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The ENGINEER will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the OWNER's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided however, that in the event the ENGINEER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such directing by the OWNER's Department of Housing and Community Development, the ENGINEER may request the United States to enter such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964

Under title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1964

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- (a) The work to be performed under this contract is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the

Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contract for work in connection with the project awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

- (b) The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- (c) The Contractor will send to each labor organization or representative or works with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assurance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Interest of Members of a City

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the ENGINEER shall take appropriate steps to assure compliance.

16. Interest of Other Local Public Official

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the ENGINEER shall take appropriate steps to assure compliance.

17. Interest of Engineer and Employees

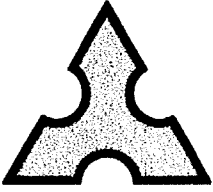
The ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The ENGINEER further covenants that in performance of this Contract, no person having any such interest shall be employed by the ENGINEER.

18. Interest of Various Federal Officials

Federal Officials as outlined in Section 10 of the Program Grant Agreement shall be prohibited from any personal financial interest, direct or indirect, in this Contract and the ENGINEER shall take appropriate steps to assure compliance.

19. This Agreement and the contract documents prepared under this Agreement shall comply with the following Department of Community Affairs General Conditions; Section 3 Clause; EEO Clause; Georgia Energy Code; Architectural Barriers and Lead Based Paint.

**END OF PART II
TERMS AND CONDITIONS**



Mallett Consulting, Inc.

ENGINEERING - SURVEYING - PROJECT MANAGEMENT

101 DEVANT STREET, SUITE 804
FAYETTEVILLE, GEORGIA 30214
770-719-3333

Ms. Lisa Kelly - City Manager
City of Hogansville
111 High Street
Hogansville, GA 30230

Re: Request for Proposal
Clock Park - Engineering Services

March 8, 2024

Dear Ms. Kelly:

Mallett Consulting, Inc. is pleased to offer the following proposal in response to your recent request for Engineering and Project Management services related to the Clock Park project. It is our understanding that the City of Hogansville wishes to develop a final design, bid and construction documents necessary to complete this project.

The final design will be based on a combination of elements represented in the concept plan developed by Falcon Design Consultants, dated 6/18/2020 and the concept plan prepared by our office for the recently completed Park System Master Plan. With that understanding, we propose the following scope description and pricing:

1. Existing Conditions Boundary and Topographic Survey:
Lump Sum: \$ 4,000.00
 2. Driveway Exhibit for GDOT Encroachment Permit:
Lump Sum: \$ 1,000.00
 3. Final Concept Plan for City Approval:
Lump Sum: \$ 1,000.00
 4. Final Design and Preparation of Construction Plans, to include Layout Plan, Grading and Storm Drainage Plan, Utility Plan, Erosion Control Plans, Construction Details and Notes, Erosion Control Details and Construction Specifications.
Lump Sum: \$ 12,000.00
 5. Bid Administration, including bid advertisement, bid documents, construction contract, response to bidder questions, bid opening, bid review, tabulation and recommendation for award:
Lump Sum: \$ 2,000.00
 6. Construction Contract Administration, including Notice of Award, Contract Execution by Owner and Contractor, Review of bonds and insurance and Notice to Proceed.
Lump Sum: \$ 1,200.00
 7. Construction Phase Monitoring, including site visits to assure contractor compliance with plans and specs, coordination of testing, review and approval of contractor pay requests and liaison between City and the Contractor.
Hourly (Est. Budget): \$ 7,500.00
- Total Fees: \$ 28,700.00**
Printing/Shipping: At Cost
Mileage: \$ 0.55/mi

Ms. Lisa Kelly
March 8, 2024
Page Two

(Note - Above pricing excludes costs for geotechnical evaluations, environmental assessments, land acquisition, permitting fees and/or electrical power/lighting design. These services are not expected to be necessary, however, costs for these services, if needed and approved by the City, will be billed at cost +10%. Construction Phase Materials Testing is expected to be necessary and will similarly be billed at cost +10%.)

Thank you for the opportunity to provide this proposal. I am available for further discussion as necessary.

Sincerely,
Mallett Consulting, Inc.

David Jaeger

David Jaeger, PE
President