

# City of Hogansville City Council

## Regular Meeting Agenda

## Monday, August 21, 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, August 21, 2023

2. Approval of Minutes:

Regular Meeting August 14, 2023

3. Approval of Minutes:

Work Session Meeting August 14, 2023

## **Presentations**

1. Mallett Consulting - Park Plan Update

## **New Business**

- 1. Georgia Power Yard Lease
- 2. Bid Award Culvert Repairs Alley at Dickinson St and Sprayfield
- 3. Special Use Permit Renewal Family Life Center

## City Manager's Report

#### **Chief of Police Report**

## Council Member Reports

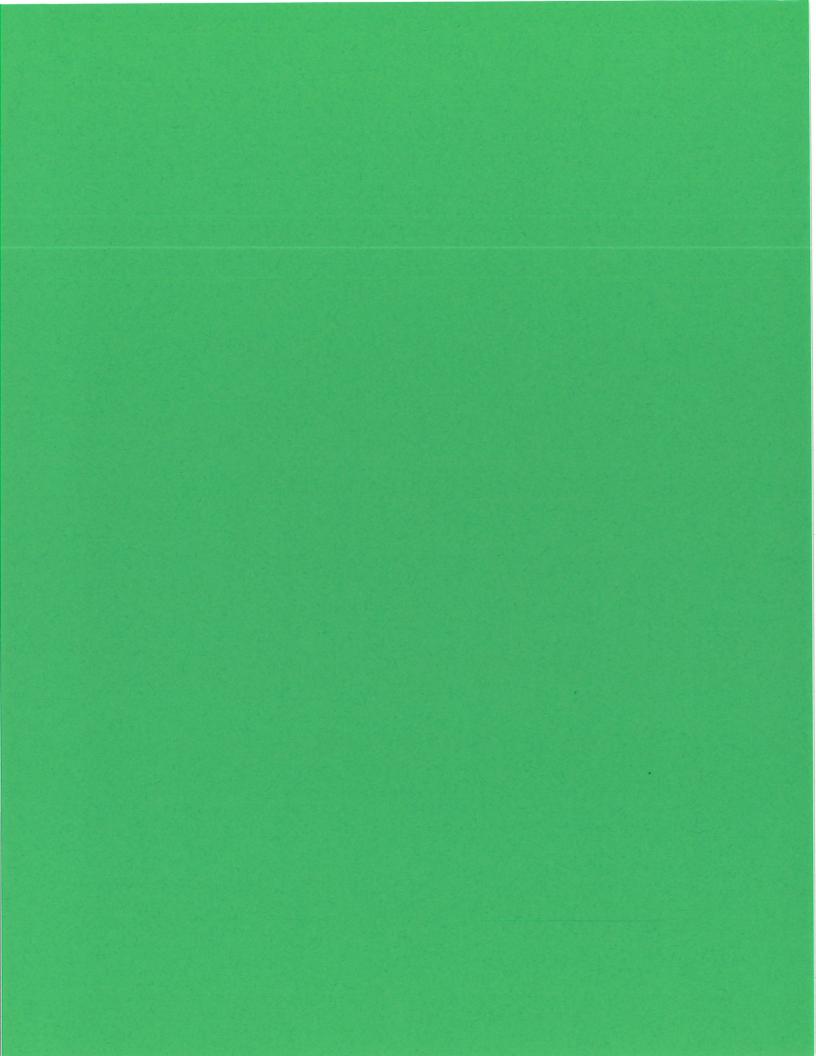
- 1. Council Member Taylor
- 2. Council Member Morgan
- 3. Council Member Neese
- 4. Council Member Ayers
- 5. Council Member Striblin

#### **Upcoming Dates & Events**

- August 22, 2023 6:30 pm | Meeting of the Downtown Development Authority at Hogansville City Hall
- September 4, 2023 | City Offices Closed for Labor Day
- September 5, 2023 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall

## Mayor's Report

#### Adjourn





## 08/14/2023

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

## Regular Meeting

Call to Order: Mayor Jake Ayers called the meeting to order at 7:12 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, Police Chief Jeff Sheppard, and City Clerk LeAnn Lehigh. City Attorney Alex Dixon was not present at tonight's meeting.

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

## **CONSENT AGENDA**

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

**Motion Carries 5-0** 

## **PRESENTATIONS**

- Proclamation Connie Dansby 102<sup>nd</sup> Birthday
   Mayor Ayers read a Proclamation recognizing Ms. Connie Dansby on her 102<sup>nd</sup> birthday on August 11.
- 2. Proclamation Purple Heart Community

  Mayor Ayers introduced George Bailey, who read the Proclamation recognizing August 7<sup>th</sup>
  annually as Purple Heart Day. On March 19, 2018, the Mayor and Council proclaimed the City of
  Hogansville as a Purple Heart Community, honoring the service and sacrifice of those from our
  community who were awarded the Purple Heart while serving in our Nation's wars.
- 3. Employee Service Award Thomas Messer 20 Years

  Chief Sheppard presented a plaque to Thomas Messer for his 20 years of dedicated service as a Communications Officer for the Hogansville Police Department.

## **NEW BUSINESS**

## 1. Jones Crossing – ROW and Pump Station Deeds

**Motion:** A motion was made by Council Member Neese to approve the deeds for the right-of-way and pump station at Jones Crossing Subdivision. The motion was seconded by Council Member Morgan.

**Discussion:** None **Motion Passes** – 5-0

## 2. God's Bread Basket HVAC

Motion: A motion was made by Council Member Neese to reimburse God's Bread Basket \$4,750 for the emergency replacement of the HVAC system. The motion was seconded by Council Member Ayers. Discussion: City Manager Lisa Kelly explained that there was an issue with power supply to the building on the City's side causing power to the entire complex at 407 Church St. to run on ½ power. Diverse Power was called out to fix the issue, but the failure caused unrepairable damage to the HVAC system at God's Bread Basket and had to be replaced. God's Bread Basket paid the money to have the unit replaced.

The City has filed a claim with insurance for the replacement, but is asking Council to approve to go ahead and reimburse God's Bread Basket now.

**Motion Passes – 5-0** 

## **ADJOURNMENT**

On a motion made by Council Member Neese and duly seconded, Mayor Jake Ayers adjourned the meeting at 8:03 pm.

Respectfully,

LeAnn Lehigh

City Clerk



### 08/14/2023

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 5:38 pm. Present were Mayor Jake Ayers, 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, Police Chief Jeff Sheppard, and City Clerk LeAnn Lehigh. City Attorney Alex Dixon was not present at tonight's meeting.

## **DISCUSSION ITEMS**

## 1. Special Use Permit Renewal – Family Life Center

Dr. Jimmy McCamey addressed the Mayor and Council to give an update on the progress and ask for a Special Use permit renewal for the Family Life Center at 301 Pine Street. In 2019, the previous Council issued a Special Use Permit to the Family Life Center, which would house up to 32 kids ages 12-18 that are wards of the state in foster care for a short-term period of an average of 9 months. The kids would not be Department of Juvenile Justice (DJJ) kids and would have no violent criminal records. He explained that the previous council allowed the Special Use Permit with stipulations that he come back to renew the permit at one year and report the progress. Dr. McCamey was on the Agenda on March 16, 2020, but his presentation was postponed to a future Council Meeting due to COVID. He explained that the center will have 24-hour private security and that the kids will attend schooling at the Family Life Center with state certified teaching staff. Dr. McCamey said that there would be little to no help needed from local law enforcement. The only time local law enforcement would be called is if there is an incident regarding staff and a child or the incident is considered "critical incidents" as defined by DFCS protocol. Kids would be monitored at all times and would never leave the center without staff. All kids would go through assessments before being placed in the center. The assessments are completed by Dr. McCamey, residential managers, social workers, and therapists. Dr. McCamey has two other Family Life Centers, one in Talbotton, GA and one in LaGrange, GA. The Talbotton location houses up to 6 kids and the LaGrange location houses up to 13 kids. There is 1 staff member per 5 kids. The same will be true for the new location, 1 staff to 5 kids. Each staff member must go through 40 hours of training for full-time employees annually. Dr. McCamey would like for the Hogansville location to be his headquarters and would like to bring programs and services such as anger management and therapy. Phase 1 of the building is almost complete but is waiting on a 4" water tap to help with the water pressure needed for the sprinkler system.

Dr. McCamey also explained that he had received a substantial amount of money through a grant that is to be used for community services and would like to create a Family Resource Center, which would offer free lunches to Hogansville residents 65+ Monday through Friday. He would also like to start a soup kitchen on Saturdays for all Hogansville residents. Dr. McCamey talked about starting a GED program and offering educational services, anger management and other therapy types.

Council members expressed concern over the daycare next door to the center. Dr. McCamey said that there would be a privacy fence installed to keep Family Life Center residents separated from the daycare

and there would be 24-hour security, along with security surveillance cameras. He said that the kids would be closely monitored and never out of sight and are not allowed to roam the neighborhood. Dr. McCamey was asked by Council if having the water pressure issues is the only thing holding him back from getting kids? He said that if the water issues are fixed, he could be up and running in about 90 days if he gets his permits from the City.

Staff explained that the water issues are being addressed, but they are waiting on the parts to come in. The water tower being erected on Pine Street will also help the water pressure issues.

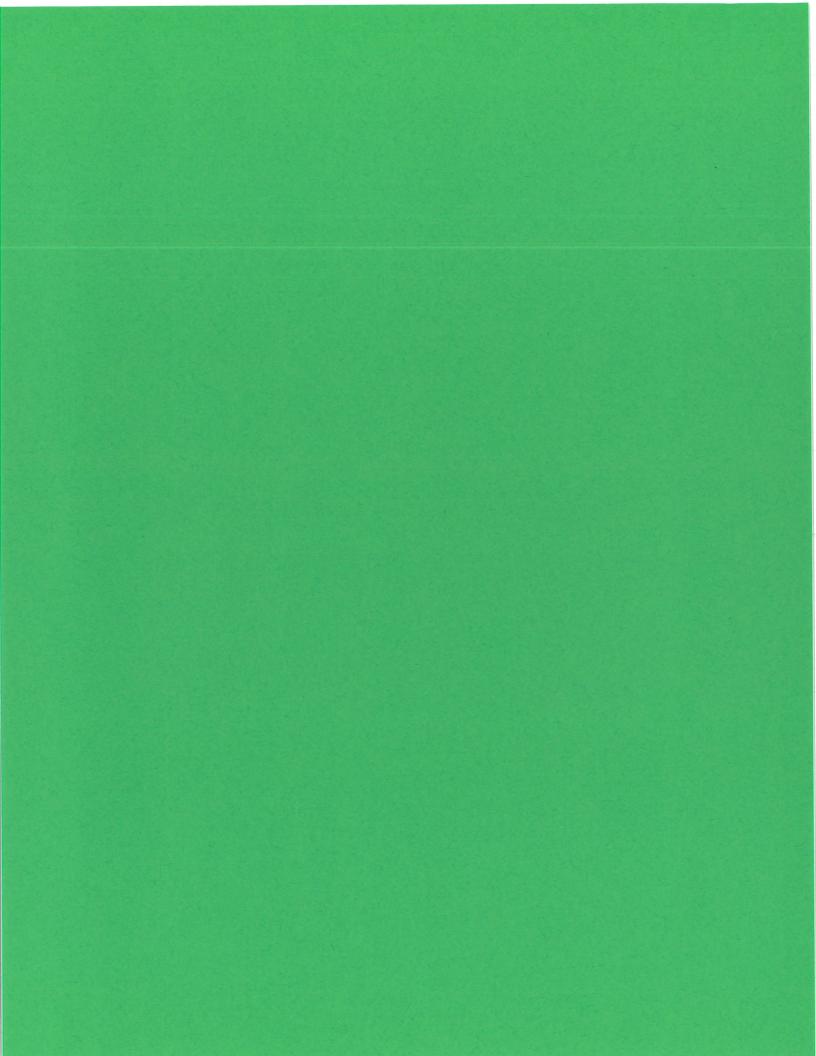
## **ADJOURNMENT**

Mayor Jake Ayers adjourned the Work Session at 7:05 pm.

Respectfully,

LeAnn Lehigh

City Clerk



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



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

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

## COUNCIL ACTION FORM

MEETING DATE:	August 21, 202	23	SUBMITTED BY	7: Lisa Kelly
AGENDA TITLE:	Georgia Power	r Yard Lease		
CLASSIFICATION	(City Attorney	must approve all ord	inances, resolutions and cor	itracts as to form)
Ordinance (No.	)	Contract	Information Only	Public Hearing
Resolution (No.		Ceremonial	X Discussion/Action	Other
BACKGROUND (In	cludes description	on, background, and jus	tification)	
Representatives of Georgia Power have approached the City seeking an agreement to lease a 3-acre portion of the sprayfield property directly in the existing Georgia Power transmission line ROW. Their purpose for the requested lease is to store and stage equipment used to upgrade the substation located on Mobley Bridge Rd. The lease period will be from September 1, 2023 until approximately January 31, 2024.				
The proposed agreement offers payment to the City in the amount of \$1,500 monthly, for a total annual revenue of \$7,500. There are no financial impacts that will negatively affect the budget. If the lease period extends past the proposed 5 months, Georgia Power will continue to pay the agreed upon \$1,500 per month.				
BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)  STAFF RECOMMENDATION (Include possible options for consideration)				
Staff sees no reason v	vhy the propose	d lease should not be a	greed upon and recommends	approval.

Project Number:	2023080066 Name of Line:	Corn crib-LaGrange PL 1867106 Lay I	Down Yard
Parcel Number:	0250 000001 Account No:	11045067-GPC9596-VBS-15.01.11	
Letter File No:		Deed File:	Map File:

STATE OF GEORGIA COUNTY OF Troup

### LAYDOWN YARD LEASE AGREEMENT

THIS LAYDOWN YARD LEASE AGREEMENT (the "Lease") is made and entered into this 18th day of August 2023, by and between <u>The City of Hogansville</u>, (hereinafter "Lessor"), and GEORGIA POWER COMPANY, a Georgia corporation, with offices at 241 Ralph McGill Boulevard, Atlanta, Georgia 30308 (hereinafter "Lessee").

#### WITNESSETH:

THAT FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor has this day rented and leased to Lessee that certain tract of land located in the 18th District, Troup County, Georgia, as more particularly depicted and/or described in Exhibit "A" attached hereto and made a part hereof (the "Property"), together with the right of unimpeded vehicular and pedestrian access over and across adjoining lands of Lessor, if needed in order to provide access to and from the Property and nearby public right(s)-of-way.

The Property is rented and leased by Lessee subject to the following terms and conditions:

- 1. The term of this Lease shall be five (5) months, commencing on 9/1/2023 and terminating on 01/31/2024 at 5:00 P.M., EST; subject, however, to cancellation or revocation, as hereinafter provided.
- 2. As rental for the above-described lands, Lessee agrees to pay Lessor the sum of <u>Fifteen Hundred Dollars</u> (\$1,500) per month, payable in advance. Lease to continue on a month-to-month basis as needed thereafter at the rate of <u>Fifteen Hundred Dollars</u> (\$1,500) per month.
- 3. The parties hereto understand and agree that the Property shall be used by the Lessee for the purpose of storing machinery and equipment used by Lessee in its construction and maintenance activities.

- 4. Lessee shall have the right to construct and maintain temporary structures, fencing and lighting to protect machinery and equipment utilized by Lessee. The same shall be removed by Lessee within thirty (30) days after the expiration or cancellation of this Lease.
- 5. Lessee agrees to keep the Property in good repair and shall remove all trash and other debris which may periodically gather thereon during the term of this Lease.
- 6. Lessee agrees not to place or store, or permit to be placed or stored, any environmentally hazardous or potentially harmful substances, contaminants or other materials which are now, or in the future, subject to regulation under any applicable federal, state or local laws, rules, regulations or orders.
- 7. In the event that Lessee remains in possession of the Property after the expiration of the term of this Lease, with Lessor's acquiescence and without any express written agreement between the parties extending the term of this Lease, Lessee shall be deemed a tenant at will at the monthly rental rate set forth in paragraph 2 above.
- 8. This Lease shall create the relationship of landlord and tenant between the parties hereto; no estate shall pass out of Lessor to Lessee. Lessee shall only have a usufruct, not subject to sale or levy.
- 9. This Lease may be assigned by Lessee to any third party. In the event of such assignment, Lessee shall not be relieved of its duties and obligations set forth herein, absent the written consent of Lessor.
- 10. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.
- 11. In the event of default by the Lessee of its obligations and responsibilities under this Lease and where such failure to comply with said obligations and duties shall continue for a period of sixty (60) days after written notice thereof is received by Lessee from Lessor, Lessor shall have the right to cancel or revoke this Lease. Upon cancellation or revocation Lessee shall have thirty (30) days to remove its equipment, machinery and temporary buildings from the Property and return the Property to a condition similar to that which existed prior to the date hereinabove first written.
- 12. Failure of the Lessor to exercise any power or right provided for in this Lease shall not constitute a waiver of Lessor's rights to demand exact compliance with the terms and conditions of this Lease in the future.
- 13. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can or has been taken, this Lease shall not terminate and there shall be immediately substituted for such invalid or unenforceable provision a like but valid and enforceable provision which most nearly satisfies the ruling of such court and comports with the original intention of the parties.
- 14. This Lease constitutes the full and complete agreement between the parties hereto and said parties shall not be bound by any prior statement, special condition or agreements not herein

expressed. Any alteration or amendment to this Lease shall be in writing and signed by the parties hereto. This Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns. This Lease may be executed in several counterparts each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

15. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

<u>LESSOR</u> :
The City of Hogansville
By: Name: Title:
LESSEE:
GEORGIA POWER COMPANY, a Georgia corporation
By: Name: Darrell C. Kaufman Title: Sr. Specialist, Transmission

**Drawing Not To Scale** 





## Proposal

(770) 927-0413 Office (770) 927-2533 Fax 1505 Dunlap Road, Luthersville, GA 30251 www.crawfordgrading.com

**Submitted To:** 

Mark Hammond

City of Hogansville

wwp@cityofhogansville.org

July 19, 2023

Job Name

**Job Location** 

**Plan Information** 

Spray Field Culvert Replacemer Hogansville, GA

N/A

## **SPRAY FIELD CULVERT QUOTE**

Description	Quantity	Unit of Measure
OPTION #1- CMP CULVERT		
MOBILIZATION	1	LS
DEMO PINE TREE AND LEAVE ON SITE	1	EA
REMOVE EXISTING CULVERT PIPE	1	LS
INSTALL 60" CMP IN CREEK	40	LF
DIG DIRT FROM SITE TO CULVERT CROSSING	1	LS
BEDDING SAND	1	LOAD
GAB FOR CULVERT DRIVE CROSSING	1	LOAD
BROKEN CONCRETE FOR RIP-RAP BANK	2	LOADS
	CMP TOTAL:	\$10,792.00

## SPRAY FIELD CULVERT QUOTE

Description	Quantity	Unit of Measure
ORTION #2 LIDDE CITYERT		
OPTION #2- HDPE CULVERT	4	1.0
MOBILIZATION	1	LS
DEMO PINE TREE AND LEAVE ON SITE	1	EA
REMOVE EXISTING CULVERT PIPE	1	LS
INSTALL 60" HDPE IN CREEK	40	LF
DIG DIRT FROM SITE TO CULVERT CROSSING	1	LS
BEDDING SAND	1	LOAD
GAB FOR CULVERT DRIVE CROSSING	1	LOAD
BROKEN CONCRETE FOR RIP-RAP BANK	2	LOADS
	HDPE TOTAL:	\$12,300.00

## **PROJECT NOTES:**

- 1) WE WILL USE DIRT FROM AROUND THE CULVERT CROSSING TO FILL IN THE ROAD.
- 2) ALL TREE DEBRIS WILL BE LEFT ON SITE.
- 3) NO EROSION CONTROL INCLUDED.
- 4) THE EXISTING HEADWALLS WILL BE BROKEN UP AND PLACED AS RIP-RAP.

#### Notes:

Price does not include permits, bonds, license, engineering, staking, surveying, silt fence, clearing, landscaping, pavement, testing, curb or sidewalk replacement <u>unless noted above</u>. Rock Excavation is \$100.00 per Cubic Yard. Minimum Rock Excavation Fee is \$5,000.00

This Proposal may be withdrawn if not accepted within 30 days.

If any additional testing or any intermediate testing is required, then an additional fee will be charged.

To accept this quotation, sign here and return:	779444444444444444444444444444444444444
---	---

# John's Trucking

531 Hillcrest Road • Hogansville, Georgia 30230 Cell: 706-302-9876 • Fax: 706-756-2323 johnstrucking3896@bellsouth.net



Customer's Signature

☐ INVOICE ☐ PROPOSAL

		L	ate: 11 Aug 202	3
CONTRACTOR/CLIENT	·			•
Name: City Of Hogansville	Attn: Andy		:	•
Address: 111 High St. Hogansv	ille, Ga 30230	Start D	ate: ASAP	
Phone: 706-637-8629  Job: Springfield/Hightower (	Crossing	Comple	etion Date: 2 days	<b>S</b>
From:				
Material: Dirt			****	
Number of Loads: Tor	nnage:			•
1 John's Trucking will remove	damaged culvert, replac	e with 401	t of pipe. Pipe	s will be
2 the same as existing pipes.				
3.will be hauled from on-site, s	•	<u>e rype a r</u>	ip-rap on the i	nouth o
4pipe to prevent erosion.	A LINE AND A COLUMN ASSESSMENT AND A COLUMN ASSESSMENT		<u></u>	·
5				
6 <u>Th</u>	anks for the opportunity	<u> </u>		
		TOTAL (	COST \$ 14,750.0	00
			•	
TERMS:	RATE OF WORK:	ı	MISCELLANEOU	S WORK:
Advance:	☐ Hourly		□ Dump	
Draw:Thanks!!!!!	XI B.T. Job		☐ Spread	
Final Payment:	4 HOUR MINIMUM		<b>⊠</b> Other	
ACCEPTANCE OF PROPOSAL: The aboryou are authorized to do the work as speci	ve prices, specifications and conditi ified. Payment will be made as outli	ons are satisfaned above.	actory and are hereb	y accepted
		•		
71) - A				

John's Trucking Authorized Signature



# Proposal

(770) 927-0413 Office (770) 927-2533 Fax1505 Dunlap Road, Luthersville, GA 30251 www.crawfordgrading.com

**Submitted To:** 

Mark Hammond

City of Hogansville

wwp@cityofhogansville.org

July 19, 2023

Job Name

**Job Location** 

**Plan Information** 

Dickinson Culvert Replacement Hogansville, GA

N/A

## **DICKINSON ST. CULVERT QUOTE**

Description	Quantity	Unit of Measure
SCOPE OF WORK		
MOBILIZATION	1	LS
REMOVE EXISTING CULVERT PIPE	1	LS
INSTALL 36" CMP IN CREEK	20	LF
GROUT PIPE TO EXISTING HEADWALLS	2	EA
SPREAD DIRT FROM SITE TO FILL CULVERT CROSSING	1	LS
BEDDING SAND	1	LS
GAB FOR CULVERT DRIVE CROSSING	1	LOAD
BROKEN CONCRETE FOR RIP-RAP BANK	2	LOADS
	TOTAL	AT 450.00
	TOTAL:	\$7,456.00

## **PROJECT NOTES:**

- 1) WE WILL USE DIRT FROM AROUND THE CULVERT CROSSING TO FILL IN THE ROAD.
- 2) NO EROSION CONTROL INCLUDED.

### Notes:

Price does not include permits, bonds, license, engineering, staking, surveying, silt fence, clearing, landscaping, pavement, testing, curb or sidewalk replacement <u>unless noted above</u>. Rock Excavation is \$100.00 per Cubic Yard. Minimum Rock Excavation Fee is \$5,000.00

This Proposal may be withdrawn if not accepted within 30 days.

If any additional testing or any intermediate testing is required, then an additional fee will be charged.

To accept this quotation, sign here and return:	

## John's Trucking

531 Hillcrest Road • Hogansville, Georgia 30230 Cell: 706-302-9876 • Fax: 706-756-2323 johnstrucking3896@bellsouth.net



Customer's Signature

## ☐ INVOICE ☑ PROPOSAL

Date: 11 Aug 2023 CONTRACTOR/CLIENT Name: City Of Hogansville Attn: Andy Address: 111 High St. Hogansville, Ga 30230 Start Date: **ASAP** 706-637-8629 Phone: Completion Date: Dickinson St. Alley Way Job: From: Material: Number of Loads: Tonnage: 1 John's Trucking will replace (1) 20ft Pipe, Haul in 1 load of #57 stone under the pipe 2. for drainage. Haul dirt from Hightower Crossing, spread and pack it. Thanks for the opportunity! TOTAL COST \$ 10,450.00 TERMS: RATE OF WORK: **MISCELLANEOUS WORK:** Advance: ☐ Hourly □ Dump Draw: Thanks!!!!! KI B.T. Job ☐ Spread Final Payment: **4 HOUR MINIMUM** X Other ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

John's Trucking Authorized Signature