

# City of Hogansville City Council

#### Regular Meeting Agenda

Monday, December 16, 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: <i>Mandy Neese</i>	2027	Chief of Police: Jeffrey Sheppard
Council Post 4: <i>Mark Ayers</i>	2027	City Clerk: LeAnn Lehigh
Council Post 5: Kandis Strickland	2027	* Mayor Pro-Tem

#### Regular Meeting -7:00 pm

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

#### **Consent Agenda**

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

- 1. Approval of Agenda: Regular Meeting December 16, 2024
- 2. Approval of Minutes: Work Session December 2, 2024
- 3. Approval of Minutes: Regular Meeting December 2, 2024

#### **New Business**

- 1. Resolution GEFA Funding LCRR
- 2. Preliminary Plat Treeswift 1
- 3. Bid Award Water System Improvements
- 4. Proposal for Engineering Services Hummingbird Lift Station and Forced Main Upgrade
- 5. Acceptance of Gift of Real Property Bass Cross Road Pump Station
- 6. LG Smart Poles
- 7. Resignation of Council Member Matthew Morgan
- 8. Appointment of Council Member Interim Successor

#### 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

#### **Executive Session**

1. Litigation Exemption

#### Adjourn

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

- December 21, 2024 8:00 am 10:00 am Pajama Party Waffles with Santa at the Royal Theater, followed at 10:00am by a free showing of Polar Express
- December 24 & 25, 2024 City Offices closed for Christmas Holiday
- December 31, 2024 City Offices Closing at 12pm for New Year's Eve
- January 1, 2025 City Offices closed for New Year holiday
- January 6, 2025 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall

#### Upcoming at the Royal Theater

Friday, December 20, 2024 – 7:00 pm – National Lampoon's Christmas Vacation Saturday, December 28, 2024 – 7:00 pm – The Wizard of Oz

Saturday, January 11, 2025 - 7:30 pm - Southern Fried Chicks featuring Etta May - Comedy

Purchase tickets online at 1937royaltheater.org or at the box office | 400 East Main Street, Hogansville, GA 30230 |



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 5:32 pm. Present were Council Member Michael Taylor, Council Member Matthew Morgan, Council Member Mandy Neese, and Council Member Kandis Strickland. Also present were City Manager Lisa Kelly, Assistant City Manager Niles Ford, City Attorney Alex Dixon, Police Chief Jeffrey Sheppard, and City Clerk LeAnn Lehigh. Council Member Mark Ayers was not present at tonight's Work Session meeting.

#### **ORDER OF BUSINESS**

#### 1. Permitting – Nuisance Abatement – 302 Pine Street

At the last Regular meeting, the bid award for the demo of 302 Pine Street failed. The property was under nuisance abatement and ordered to be demoed by the judge. The property owner obtained a building permit for repairs, but the permit was issued in error as a permit cannot be issued for a property under a judge's order to be demolished. As a result, the permit was withdrawn. Since the property was under nuisance abatement and the timeframe to request the permit had lapsed, the property owner could not complete any repairs to the home. The property owner will receive a refund of any money paid for the permit. City Attorney Alex Dixon said that the Council has three options regarding the property: (1) Ultimately approve the demolition pursuant to the judge's order, (2) Request the Court Order to be vacated and the nuisance abatement be terminated, or (3) do nothing and the property would have to sit for a year until the judge's orders expire. The property has been vacant since 2019 with no utility service. The property owner was given 90 days to pull a permit to repair the property but did not until after the 90 days was up. If the property owner had pulled the permit within the 90-day period, he would have 6 months to begin repairs. This item will come before Council in the near future for a decision.

#### 2. Preliminary Plat - Martin's Meadows

This development has been discussed at a previous Work Session meeting. This development is at East Boyd Rd and Mountville Hogansville Road. The Preliminary Plat was brought before the Planning & Zoning Commission and was recommended by them with a Development Agreement that would be based on the traffic study. The Development Agreement would require the traffic study be completed; and include traffic improvements and require that sidewalks must front City streets before issuance of an LDP. This item is on the Regular Meeting agenda tonight.

#### 3. Preliminary Plat – Lee St. Townhomes

The Preliminary Plat for the Lee St Townhomes was brought before the Planning & Zoning Commission and was recommended by them with conditions that a Development Agreement be in place with the conditions that sidewalks must front City streets, patching and paving City streets the length of the property, and sewer/gravity feed in place before issuance of an LDP. Council also wants the conditions that clear lot lines are delineated, hydrant placement and sidewalks must be shown on drawings prior to site review. This development will have 56 townhomes. Council Member Neese is concerned that the extra traffic in the area will destroy the road. Council Members discussed how to handle traffic in the dangerous intersection at Lee St and W. Boyd Roads. It was suggested to make it a three-way stop. This item is on the Regular Meeting agenda for approval of the preliminary plat tonight.

4. Board Appointments – Meriwether Joint Development Authority & Historic Preservation Commission City Manager discussed the difficulty in getting applicants for board appointments. City staff has discussed putting applications and information on the City's website and posting to our Facebook page to get the word out. Council agrees and thinks putting flyers on all media outlets will help. Council will table these appointments at the Regular Meeting tonight to see if putting the flyers online will help get more citizen applicants.

Mayor Ayers adjourned the Work Session at 7:01 pm.

Respectfully.

LeAnn Lehigh City Clerk

December 2, 2024



#### 12/02/2024

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

#### **REGULAR MEETING**

**Call to Order:** Mayor Jake Ayers called the Regular Meeting to order at 7:10 pm. Present were Mayor Ayers, Council Member Michael Taylor, Council Member Matthew Morgan, Council Member Mandy Neese, 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. Council Member Mark Ayers was not present at tonight's meeting.

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

#### **CONSENT AGENDA**

**Motion:** Council Member Neese moved approve the consent agenda. The motion was seconded by Council Member Strickland. **Motion Carries 4-0** 

#### **PRESENTATION**

#### 1. Police Department Employee Recognition – Major Marcus Rakestraw

Major Rakestraw was recognized by Chief Sheppard for his certification of Instructor Level 1. Chief Sheppard explained that this is one of the hardest certifications you can get.

2. Police Department Employee Recognition – Officer JD Young – Governor's Office of Hwy Safety Award Officer Young recently received the Governor's Office of Highway Safety Award for Excellence of Speed Enforcement. Chief Sheppard recognized him for his efforts of reducing speeding, reducing accidents in the City and for getting dangerous narcotics off of our City streets.

#### **OLD BUSINESS**

#### 1. Citizen Appointment – Meriwether Joint Development Authority

**Motion:** Council Member Neese moved to table the Citizen Appointment to the Meriwether Joint Development Authority until a later meeting. The motion was seconded by Council Member Morgan.

**Discussion**: Council Members agreed that they would like more effort to get the word out about available commission and board applications to get more applications before appointing to those boards/committees. Current board members whose seats are up would remain on the board until Council appointments for those seats. Current applications would remain on file.

**Motion Carries 4-0** 

#### 2. Citizen Appointment – Historic Preservation Commission

**Motion:** Council Member Neese moved to table the Citizen Appointment to the Historic Preservation Commission until a later meeting. The motion was seconded by Council Member Morgan.

**Discussion**: Council Members agreed that they would like more effort to get the word out about available commission and board applications to get more applications before appointing to those boards/committees. Current board members whose seats are up would remain on the board until Council appointments for those seats. Current applications would remain on file.

**Motion Carries 4-0** 

#### **NEW BUSINESS**

#### 3. Resolution - CDBG Language Access Plan

**Motion:** Council Member Neese moved to approve Resolution for the CDBG Language Access Plan. The motion was seconded by Council Member Taylor.

**Discussion**: None **Motion Carries 4-0** 

December 2, 2024

#### 4. Preliminary Plat – Martin's Meadows

**Motion:** Council Member Neese moved to approve the Preliminary Plat for Martin's Meadows with the conditions set in place by the Planning and Zoning Commission that requires a Development Agreement be in place before an LDP is issued. This includes sidewalks at the development that front all City roads, and completing a traffic study. The motion was seconded by Council Member Morgan.

**Discussion:** None **Motion Carries 4-0** 

#### 5. Preliminary Plat - Lee St. Townhomes

**Motion:** Council Member Taylor moved to approve the Preliminary Plat for the Lee St. Townhomes, which corners Lee Street and W. Boyd Road with the conditions that a Development Agreement be in place before LDP is issued that includes traffic improvements, language for gravity feeding sewer, patch/pave length of Lee St at the development, sidewalks around the development that front City streets and prior to Site Review, lot lines must be delineated, hydrant placement and sidewalks must be on drawings. The motion was seconded by Council Member Neese.

**Discussion**: None **Motion Carries 4-0** 

#### **EXECUTIVE SESSION**

Council Member Neese moved to enter into an Executive Session under the Litigation Exemption at 7:49 pm. The motion was seconded by Council Member Taylor.

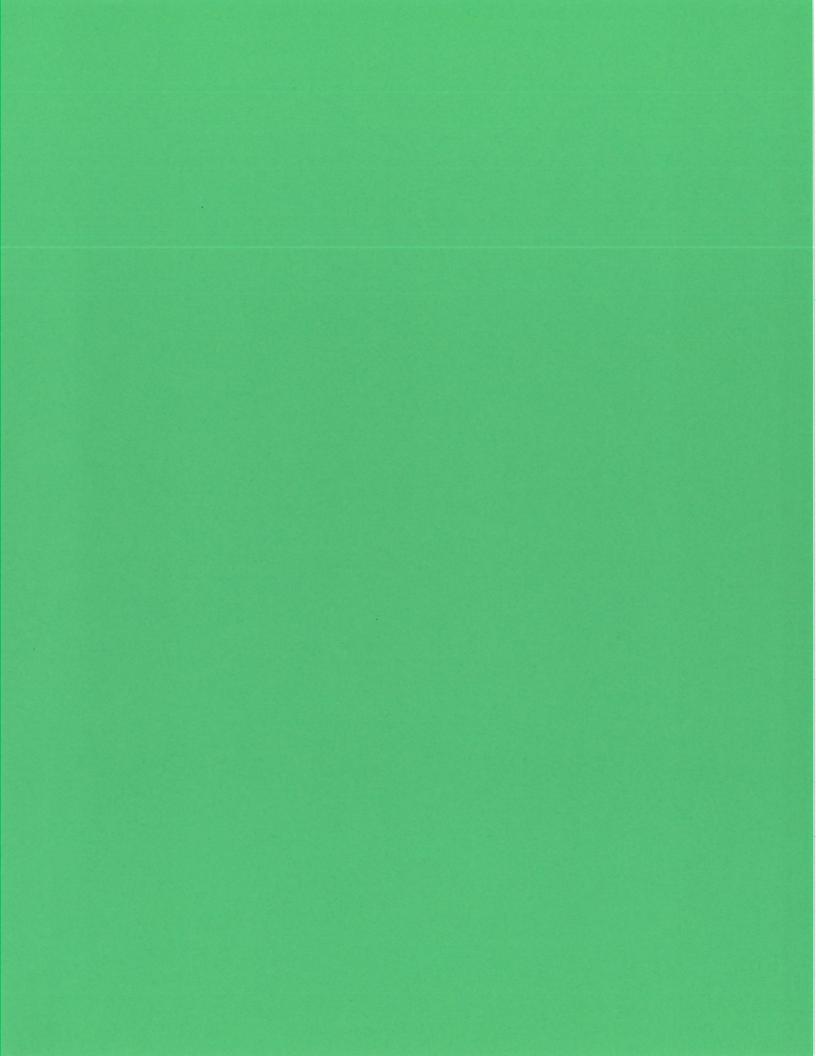
The Regular Meeting was reconvened at 8:17 pm.

#### **ADJOURNMENT**

On a motion made by Council Member Neese and duly seconded, Mayor Ayers adjourned the meeting at 8:17 pm.

Respectfully,

LeAnn Lehigh City Clerk



# EXTRACT OF MINUTES RESOLUTION OF GOVERNING BODY

Recipient:	CITY OF HOGANSVILL	E			
Loan Number:	DWLSL2023050				
(the "Borrower") hel		rning body of the Borrower identified above , the following			
to exceed \$593,0 ADMINISTERED E "Lender") to finance environmental facili (the "Project"), pur	00 from the DRINKING BY GEORGIA ENVIROR A portion of the costs of ties described in Exhibit A suant to the terms of a	Borrower has determined to borrow but not G WATER STATE REVOLVING FUND, NMENTAL FINANCE AUTHORITY (the of acquiring, constructing, and installing the A to the hereinafter defined Loan Agreement Loan Agreement (the "Loan Agreement") form of which has been presented to this			
Agreement will be e		to repay the loan made pursuant to the Loan y Note (the "Note") of the Borrower, the form ;			
that the forms, term		<b>/ED</b> by the governing body of the Borrower execution, delivery, and performance of the oproved and authorized.			
terms of the Loan A shall be as provided of the Project, and following persons to the Note, and any r	Agreement and the Note of in the Note of in the Note) are in the beather the governing body of the execute and deliver, and	e governing body of the Borrower that the (including the interest rate provisions, which est interests of the Borrower for the financing he Borrower designates and authorizes the I to attest, respectively, the Loan Agreement, ary to the consummation of the transactions			
(Signature of Perso Documents)	on to Execute	(Print Title)			
(Signature of Perso	n to Attest Documents)	(Print Title)			
	gned further certifies that mains in full force and eff	the above resolution has not been repealed fect.			
Dated:					
(SEAL)	Secretary/Clerk				

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



City Manager – Lisa Kelly Assistant City Manager – Niles Ford City Clerk – LeAnn Lehigh City Attorney – Alex Dixon 111 High St Hogansville GA 30230-1196 706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM					
MEETING DATE: December 16, 2024 SUBMITTED BY: Dhayna Portillo	11.2				
AGENDA TITLE: Treeswift Phase 1 - Preliminary Plat Request	$\mathcal{M}$				
CLASSIFICATION (City Attorney must approve all ordinances, resolutions and c	ontracts as to form)				
Ordinance (No)	Public Hearing				
$\square$ Resolution (No) $\square$ Ceremonial $X$ Discussion/Action	n Other				
BACKGROUND (Includes description, background, and justification)					
On November 21, 2024, the Hogansville Planning Commission considered a request to re approved preliminary plat for a townhome development on Mountville Hogansville Road approximately 209 residential units. This preliminary plat had previously been approved becember 6, 2021.	. The plan includes				
The development will have an entrance on Mountville Hogansville Road.					
The Planning Commission approved the request to revert to the original preliminary plat.					
BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources	s)				
No budget impact to City.					
STAFF RECOMMENDATION (Include possible options for consideration)					
Staff recommends approval of the preliminary plat request, as recommended by the Hoga on November 21,2024.	nsville Planning Commission				

## BASS CROSS ROAD, LLC

November 11, 2024

City of Hogansville 111 High Street Hogansville, GA 30230

RE: Bass Cross Road PUD (Treeswift Phase 1 – Multifamily Section) Hogansville, GA Troup County Georgia Tax Parcel Number 0200 000042

The Preliminary Plat for Bass Cross Road PUD was approved by City Council on December 6, 2021.

The Townhome section (AKA Treeswift Phase 1 Multifamily Section) consists of 209 Single Family Attached Dwellings with a Lot width of 24'.

In June we requested to change this portion to 150 small single-family lots and that request was approved. The Builder that we were working with had requested us to make the change and they have now decided not to move forward with the project.

Please accept this correspondence as our official request to revert back to the previously approved Preliminary Plat for this phase of the development.

Thank you in advance for your assistance and consideration in this matter.

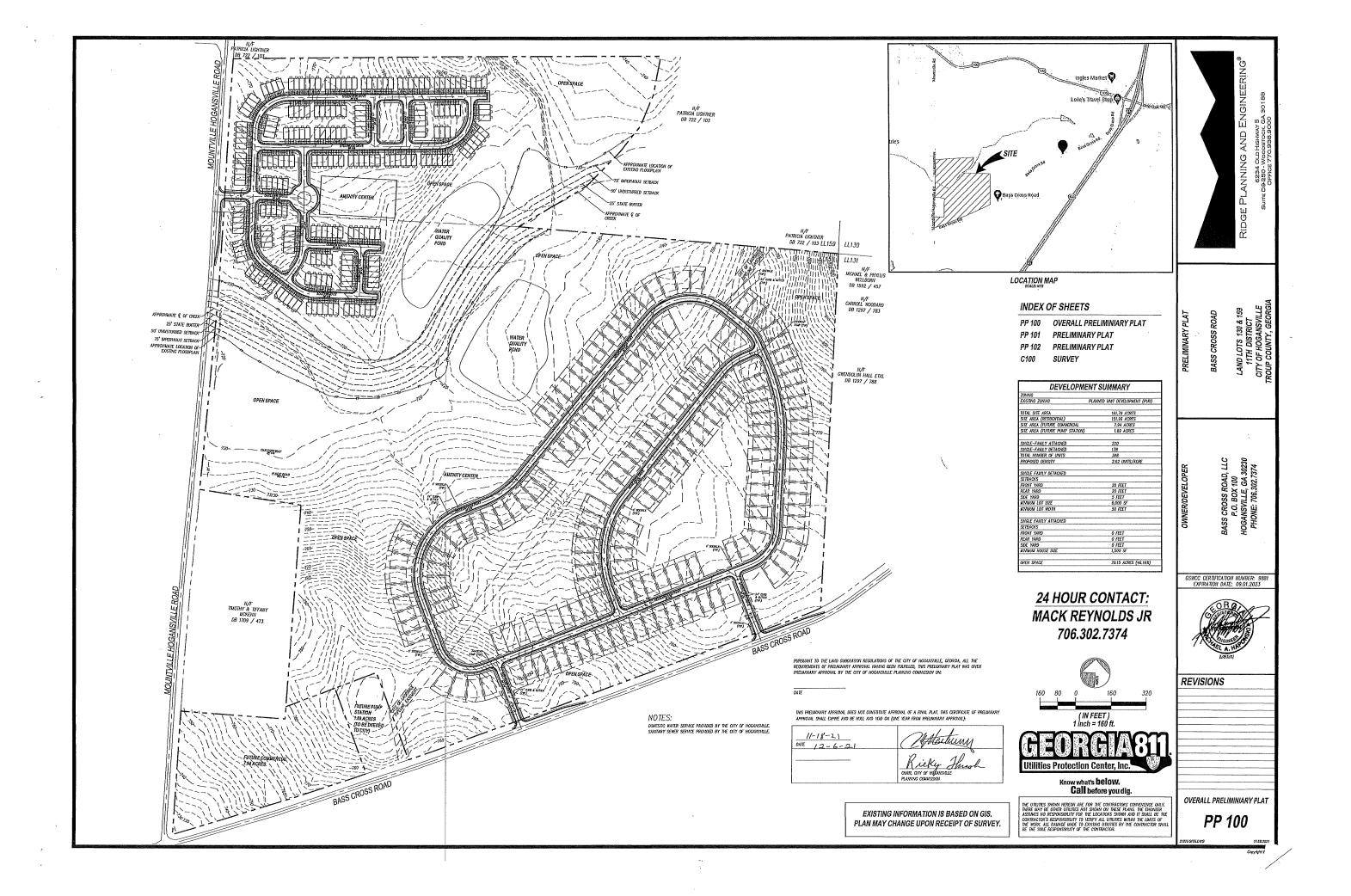
If you have any questions or concerns you may contact me or Leigh Ann Green at 770-318-9912 or Lgreen@developmentsiteservices.com.

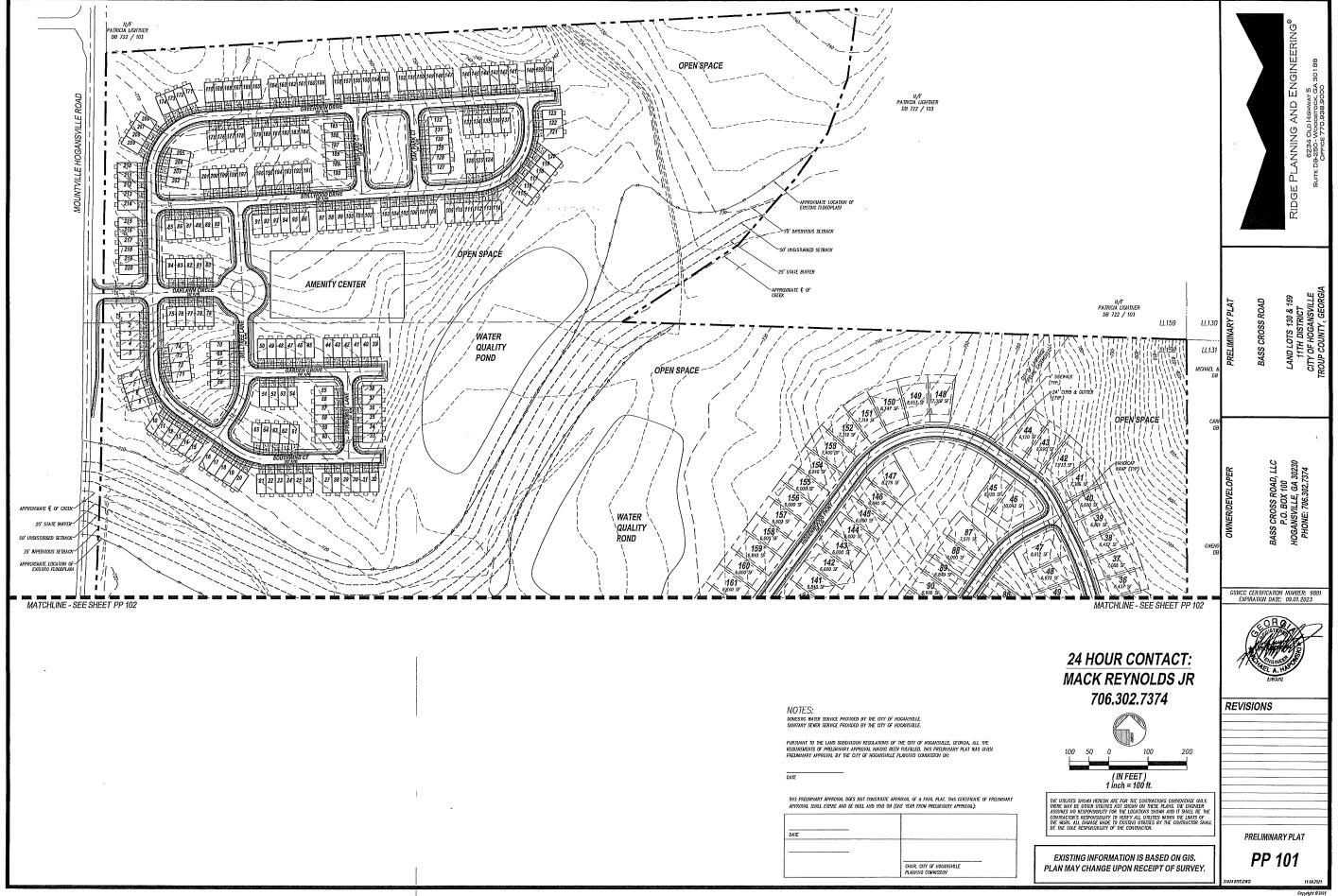
Sincerely,

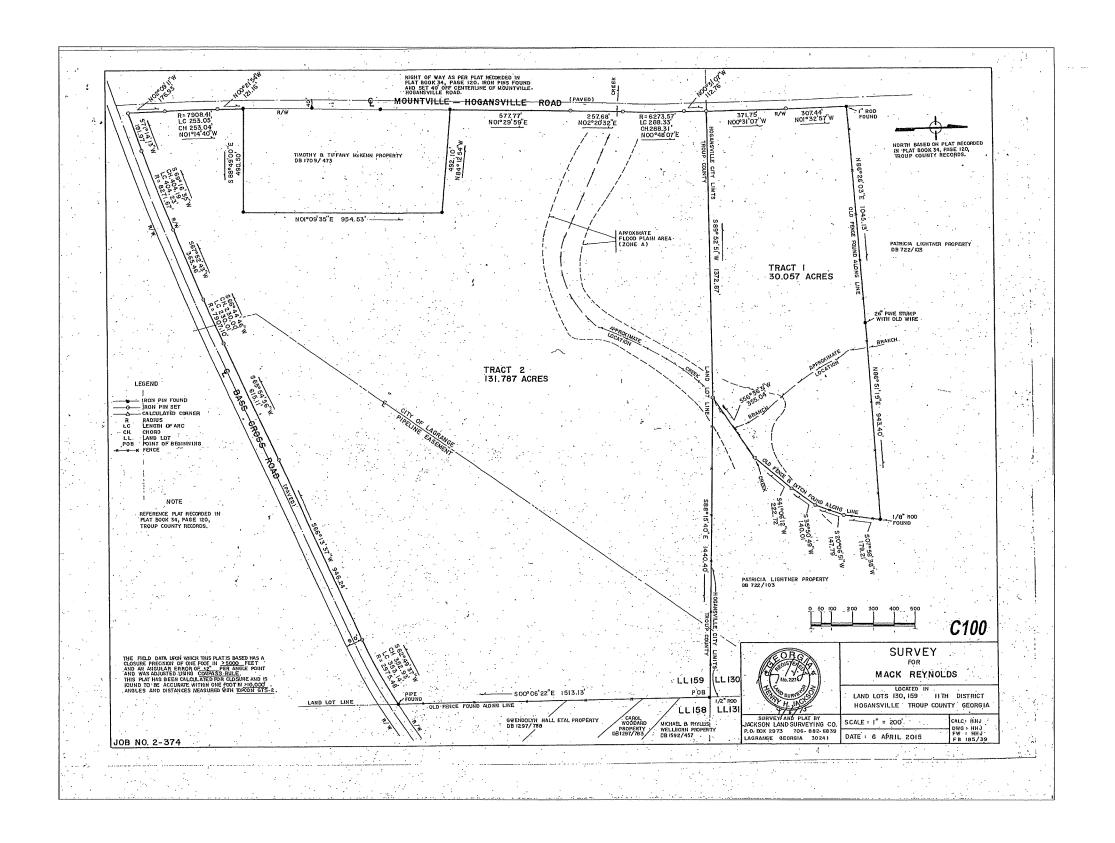
Mack Reynolds

Member

Bass Cross Road, LLC







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December 4, 2024

Mrs. Lisa Kelly City Manager City of Hogansville 111 High Street Hogansville, Georgia 30230

Via Electronic Mail: lisa.kelly@cityofhogansville.org

Re: City of Hogansville, Georgia
Hummingbird Lift Station and Force Main Upgrade
Proposal for Engineering Services

#### Dear Mrs. Kelly:

Our firm is pleased to provide a proposal to the City of Hogansville for design engineering services to upgrade the Hummingbird Lift Station and extend the forcemain approximately 1,600 linear feet. The scope of our proposal includes engineering services, assistance with the bid process and construction contract administration services as follows:

#### Design Engineering:

- 1. Prepare a topographic survey of the existing lift station and proposed force main route,
- 2. Size the proposed lift station and force main based on calculated future flow projections,
- 3. Meet with City personnel to confirm recommendations and estimated project costs,
- 4. Prepare construction drawings, specifications and other bidding documents, including soil erosion and sediment control plans,
- 5. Submit documents for review by the Georgia Environmental Protection Division and obtain applicable permits,

#### Assistance with Bid Process

- 1. Prepare advertisement for solicitation of bids from qualified contractors,
- 2. Conduct bid opening,

#### • Construction Phase (15% of fee)

Resident Project Inspection services will be invoiced monthly based on an hourly rate of \$95 dollars and is not expected to exceed \$20,000.

If this proposal is acceptable, please sign, date, and return one (1) copy to us for our files. A copy of our General Conditions of Agreement is enclosed and a part of this proposal.

We appreciate the opportunity to continue to work with the City of Hogansville.

Yours truly,

Kenneth E. Green, P.E., *President* Turnipseed Engineers

KEG:ga Enclosure

AUTHORIZATION TO PROCEED
ENGINEERING SERVICES – HUMMINGBIRD LIFT STATION AND FORCEMAIN UPGRADE

#### CITY OF HOGANSVILLE, GEORGIA

Printed Name	Title	_
		_
Authorized Signature	Date	

# Mack Reynolds

## Attorney at Law

# TWO TWENTY-NINE SOUTH HIGHWAY TWENTY-NINE P.O. BOX 100 • HOGANSVILLE, GEORGIA 30230

TELEPHONE 706/637-8431 • FAX 706/637-6602 • CELL 706/302-7379 mr@mackreynolds.com

October 31, 2024

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

Re:

Donation of 1.980 acres, Bass Cross Road for Buster Pump Station

Dear Lisa:

As discussed, enclosed herewith please find a Deed of Gift for the subject property, together with the Form 8283. Please complete and sign Part V of the Form 8283 (Noncash Charitable Contributions) and return it to me. After the deed is recorded, please send me a copy of the recorded deed.

A copy of the Appraisal is also enclosed.

I am sending Alex Dixon by email a copy except for the appraisal.

With best regards,

Yours very truly,

Mack Reynolds

MR/dmh

**Enclosures** 

CC: Alex Dixon

# Form **8283**

(Rev. December 2023)

Department of the Treasury

## **Noncash Charitable Contributions**

Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property.

Go to www.irs.gov/Form8283 for instructions and the latest information.

OMB No. 1545-0074

Attachment Sequence No. 155

	Revenue Service	omo tay return						Identifying I	
	s) shown on your inc Reynolds								-68-3256
Enter 4	he entity name ar	nd identifying n	umber from the	tax retu	urn where the nonc	ash charital	ole contrib	oution was origin	ally reported, if
znier i differe	nt from above.	id identifying							
		I, LLC				_ Identifyi	ng numbe	J1 1	68-3256
<b>~</b> !	It to the stand	lunges through	n entity made th	e nonca	ash charitable cont	ribution. Se	e instructi	ions	· · · · <u>L</u>
	E1 11	+ + f wally conty	ibution deduction	n hetore	e completing this I	orm. See yo	ul lax let	ulli ilisti uotiolis.	
Secti	on A. Donated (or a grousecurities	Property of up of similar it and certain	\$5,000 or Les	<b>s and I</b> you cl even if	Publicly Traded laimed a deduct f the deduction is	Securities ion of \$5.00	00 or les	s. Also list pub	
1		and address of the e organization	chec	k the box	property is a vehicle (see Also enter the vehicle unless Form 1098-C is a	identification	(For a ve	ription and condition of ehicle, enter the year, ge. For securities and see instruction	make, model, and l other property,
A									
В									
С									
D				П					
Note:	If the amount you	ı claimed as a	deduction for ar	item is	s \$500 or less, you	do not have	to comp	lete columns (e),	(f), and (g).
		(e) Date acquired by donor (mo., yr.)	(f) How acquir by donor	ed	(g) Donor's cost or adjusted basis	(h) Fair market (see instructi		(i) Method used the fair mar	
A									
В									
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Par	t I Informat	ion on Donat	ted Property						
2	a ☐ Art (contr b ☐ Qualified b(1) ☐ Certifi NPS #	that describes ibution of \$20, conservation of ied historic stru- ibution of less	000 or more) contribution ucture	d   e   f   g	nated. See instruct Other real estate Equipment Securities Collectibles Intellectual pro	te	i   '	Vehicles Clothing and hou Digital assets Other	usehold items
3		of donated prope , attach a separate			any tangible personal pr nary of the overall physic				(c) Appraised fair market value
Α	1.908 acres, Bass	Cross Road, Ho	ogansville, GA						\$300,000.00
В									
С	(d) Date acquired by donor (mo., yr.)	<b>(e)</b> Ho	w acquired by donor		(f) Donor's cost or adjusted basis	(g) For barg enter an receiv	nount	(h) Qualified conservation contribution relevant basis (see instructions)	(i) Amount claimed as a deduction (see instructions)
Α	04/21/2015	Purchase							
В									
C									

Identifying number

ame(s	) shown on your income tax return		
Part	Complete lines 4a through 4e if you gave less than a Complete lines 5a through 5c if conditions were place	ed on a contribution listed in Se	ction B, Part I; also
4a	Enter the letter from Section B, Part I that identifies the property If Section B, Part II applies to more than one property, attach a	separate statement.	mile interest
	Total amount claimed as a deduction for the property listed in S	Section B, Part I: (1) For this tax ye	ar
D		(2) For any prior t	ax years
С	Name and address of each organization to which any such confrom the donee organization in Section B, Part V, below): Name of charitable organization (donee)	tribution was made in a prior year (c	complete only if different
	Address (number, street, and room or suite no.)	City or town, state, and ZIP coo	de
d	For tangible property, enter the place where the property is local	ated or kept	
d e	Name of any person, other than the donee organization, having	actual possession of the property	
-			
5a b	Is there a restriction, either temporary or permanent, on the done Did you give to anyone (other than the donee organization or organization in cooperative fundraising) the right to the income the property, including the right to vote donated securities, to a designate the person having such income, possession, or right	r another organization participating from the donated property or to the acquire the property by purchase or to acquire?	with the donee ne possession of totherwise, or to
C	Is there a restriction limiting the donated property for a particular	ar use?	
Part	Taxpayer (Donor) Statement—List each item incluas having a value of \$500 or less. See instructions.	ded in Section B, Part I above th	nat the appraisal identifies
axpay	ure of er (donor)		Date
Part	Declaration of Appraiser—See instructions.  e that I am not the donor, the donee, a party to the transaction in which the donor.	and the property ampleyed by av relate	d to any of the foregoing persons or
narried	e that I am not the donor, the dones, a party to the transaction in which the donor it to any person who is related to any of the foregoing persons. And, if regularly use als during my tax year for other persons.	d by the donor, donee, or party to the transac	tion, I performed the majority of my
of prop raudul abettin substan	declare that I perform appraisals on a regular basis; and that because of my qualifice erty being valued. I certify that the appraisal fees were not based on a percentage ent overstatement of the property value as described in the qualified appraisal or ig the understatement of tax liability). I understand that my appraisal will be used in thial or gross valuation misstatement of the value of the property claimed on the ret section 6695A of the Internal Revenue Code, as well as other applicable penalties. I appraisal barred from presenting evidence or testimony before the Department of the	of the appraised property value. Furthermore, iis Form 8283 may subject me to the penalty i connection with a return or claim for refund. I urn or claim for refund that is based on my ap affirm that I have not been at any time in the	I understand that a false or under section 6701(a) (aiding and also understand that, if there is a praisal, I may be subject to a penalty three-year period ending on the date
Sign Here	Appraiser signature Appraiser name	Title	Date July 19-20
Susine	ss address (including room or suite no.)	n, 5.5#	Identifying number
City or	town, state, and ZIP code	30548	
Part	V Donee Acknowledgment—See instructions.		
rope furthe 3, Pai	haritable organization acknowledges that it is a qualified organizerty as described in Section B, Part I, above on the following date ormore, this organization affirms that in the event it sells, exchanged I (or any portion thereof) within 3 years after the date of receiptive the donor a copy of that form. This acknowledgment does not be the donor acopy of that form.	ges, or otherwise disposes of the pi i, it will file <b>Form 8282</b> , Donee Inforr	roperty described in Section nation Return, with the IRS
3	the organization intend to use the property for an unrelated use?		Yes No
	of charitable organization (donee)	Employer identification number	
Addres	ss (number, street, and room or suite no.)	City or town, state, and ZIP code	
Author	ized signature	Title	Date

T-61 (Rev. 2/18)	To be file	d in T	ROUP COU	NTY		PT-61 14	1-2024-001875
	SELLER'S INFORMATION					SECTION C - TAX COMPUT	TATION
	ORGANIZATION / OTHER				Exempt Code		Deed of Gift
Bass Cross Road	, LLC				If no exempt code	enter NONE	
MAILING ADDRESS (ST	REET & NUMBER)				Actual Value of consideration received by seller Complete Line 1A if actual value unknown		\$0.00
P. O. Box 100					Complete Line 1	A II actual value common.	
CITY, STATE / PROVING	CE / REGION, ZIP CODE,	COUNTRY	DATE OF SALE			market value of Real and	\$300,000.00
Hogansville, GA	30230 USA		10/23/2024		Personal property		
SECTION B	BUYER'S INFORMATION	ON (Do not u	se agent's informat	ion)	2. Fair market valu	e of Personal Property only	\$0.00
	ORGANIZATION / OTHE				3. Amount of liens and encumbrances		\$0.00
	gansville, Georgi				not removed by transfer		
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes)					4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)		\$0.00
111 High Street		COUNTRY	Check Buyers Into	nded Hee			
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Hogansville, GA 30230 USA Check Buyers Intended Use () Residential () Commercial (x) Agricultural () Industrial			) Commercial	5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)		\$0.00	
	SEC.	TION D - PR	OPERTY INFORMAT	TON (Location	of Property (Stree	t, Route, Hwy, etc))	
HOUSE NUMBER & EX	TENSION (ex 265A)	PRE-DIREC	TION, STREET NAME	AND TYPE, PO	ST DIRECTION		SUITE NUMBER
		Bass	Cross Road				
COUNTY CITY (IF APPLICABLE)					MAP & PARCEL NUMBER		ACCOUNT NUMBER
TROUP Hogansville				020-0-000-0040D			
TAX DISTRICT	GMD		LAND DISTRICT	ACRES		LAND LOT	SUB LOT & BLOCK
18			11th	1.90	159		TR 3, PB 82, PG 150
		SE	CTION E - RECORD	ING INFORMA	TION (Official Use	Only)	
DATE		DEED BOO	К	DEED PAGE		PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS
None

#### AFTER RECORDING RETURN TO:

Mack Reynolds, Esq. P. O. Box 100 Hogansville, GA 30230

File No. 12222

STATE OF GEORGIA
COUNTY OF TROUP

#### **DEED OF GIFT**

THIS INDENTURE, is made the day of October, 2024, between BASS CROSS ROAD, LLC, a Georgia limited liability company (collectively the "Grantor"), and THE CITY OF HOGANSVILLE, GEORGIA, of the County of Troup and the State of Georgia, (the "Grantee")(the words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits).

#### WITNESSETH: That

Grantor, for and in consideration of the Grantee to further its non-profit purposes, other valuable consideration, and being intended to be a Gift under O.C.G.A. Section 44-5-80, at and before the sealing and delivery of these presents, the receipt whereby is hereby acknowledged, has granted, gifted, and conveyed and by these presents does grant, gift, and convey unto the said Grantee, its successors and/or assigns the following described, to-wit:

#### 1.908 acres, Bass Cross Road - M&P - 020-0-000-040D

All that tract or parcel of land lying and being in Land Lot 159 of the 11th Land District of Troup County, Georgia, being identified as Tract 3, containing 1.908 acres, and being more particularly shown on plat of survey prepared by Camp & Associates Land Surveying, Inc., certified by Philip C. Flynn, Jr., Georgia Registered Land Surveyor no. 2622, dated November 15, 2021, entitled "Boundary Retracement, Division & Combination Survey for: Bass Cross Road, LLC" and recorded in Plat

Book 82, Page 150, Troup County, Georgia records. Said plat and record are incorporated herein for a more complete description.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the real property described herein, unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed of Gift as of the day and year first above written.

BASS CROSS ROAD, LLC
A Georgia limited liability company

Mack Reynolds, Member

Signed this 30 day of October, 2024 in The presence of:

LEE AHEND

HOTARY



# **Smart Pole Deployment Project**

**U**LG CNS

12. 16. 2024

## **Executive Summary – Smart Pole Technology**

Smart pole is designed to enhance urban sustainability. Integrating multiple infrastructure elements such as curbside chargers, informational signage, street lights, 5G technology, Wifi, environmental sensors, and digital displays into a compact, unified device that offers a promising approach to enhance urban mobility within constrained road rights-of-way.





## **Location #1: Downtown Parking Area by Royal Theatre**

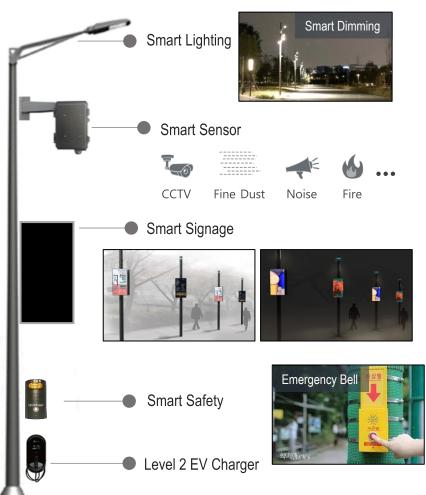
Proposing the installation of smart infrastructure in the East Main Street area. Given the high volume of both vehicular and pedestrian traffic in this bustling section

- Lighting, noise, video, and odor sensors.
- Wifi, smart signage for public announcements,
- Emergency button, and level 2 EV charging capabilities.

(Suggested) Smart pole locations



400 E Main St, Hogansville, GA



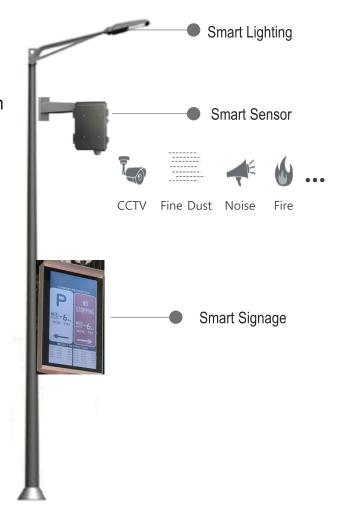
## **Location #2: Lake Jimmy Jackson**

Proposing the installation of smart infrastructure in Lake Jimmy Jackson.

- Comprehensive smart lighting , Wifi
- Various sensors that monitor factors such as smell, noise, flooding, video monitoring, and air quality.
- Smart signage can deliver updates regarding events and property information

(Suggested) Smart pole locations





Lake Jimmy Jackson, Hogansville, GA

## [Appendix] IoT sensors



for Smart Pole

# **Environmental Sensors**

#### **Detectable Odor Types**

VOCs (Volatile Organic Compounds) Organic compounds emitted from paints, detergents, adhesives, etc.

Tear Gas The smell of tear gas.

NH3 (Ammonia) Emitted from agriculture, cleaning products, etc.

**CH4 (Methane)** Emitted from gas pipelines, waste treatment, etc.

Alcohol Emitted from beverages, cleaning agents, etc.

CO (Carbon Monoxide) Produced during combustion processes.

LPG (Liquefied Petroleum Gas) Primarily used as cooking fuel.

CO2 (Carbon Dioxide) Produced from respiration and combustion processes.

#### Video Detection

#### **Surveillance and Security Monitoring**

Service Description: Utilize video detection to monitor premises in real-time, identifying unauthorized access or suspicious activities...

Features: Automated alerts for security personnel upon detecting movement or unusual behavior.

#### **Crowd Management**

**Service Description:** Analyze crowd density and movement patterns in public spaces or events to ensure safety and manage resources effectively.

**Features:** Alerts for emergency services when crowd density exceeds safe levels.

#### **Incident Reporting**

Service Description: Capture and report incidents (e.g., accidents, fights) in realtime for immediate response by security personnel or emergency services.

Features: Automated video recording and alerting systems for rapid incident management.

#### **Behavior Analysis**

Service Description: Analyze behavior patterns in various settings (e.g., schools, workplaces) to improve safety and engagement.

Features: Data-driven insights for creating a safer and more productive environment.

#### **Sound Detection**

#### **Student Safety and Security**

Service Description: Detect abnormal sounds in South Korea (e.g., fighting, cries for

help) and send alerts to security personnel for immediate response.

**Features:** Detection of specific sound frequencies to trigger instant action..

#### Intrusion Detection

Service Description: Detect abnormal sounds from outside in residential or commercial buildings (e.g., breaking glass, door opening) to provide alerts.

**Features:** This sensor can be integrated into a system that detects noise levels and provides notifications when abnormal sounds occur.

#### **Emergency Notification System**

Service Description: Detect sounds associated with emergency situations (e.g., fire alarms, violent incidents) on South Korea and immediately notify relevant departments or security teams..

**Features:** Automatic alerts with location information sent during emergency situations.

#### **Environmental Noise Monitoring**

Service Description: Monitor noise levels in urban areas to collect data for addressing noise pollution issues.

Features: This sensor is used in systems that measure real-time noise levels and record and analyze



## [Appendix] Smart Pole - References/Deployment example



















#### Smart Pole Deployment Agreement

This Agreement is entered into this 16<sup>th</sup> day of December, 2024, by and between the City of Hogansville Georgia, and LG CNS America Inc. (hereinafter collectively referred to as the "Parties"), with the Hogansville city of Georgia located at 111 High Street Hogansville, GA 30230 (hereinafter referred to as "Customer"), and LG CNS America Inc. with offices at 111 Sylvan Avenue Englewood Cliffs NJ07632 (hereinafter referred to as "LG CNSA").

#### WHEREAS:

Customer wishes to acquire Smart-pole Systems (hereinafter referred to as "Systems") Development Services and Software, Hardware from or through LG CNSA and LG CNSA has agreed to provide or arrange for the same, subject to and on the basis of the terms and conditions following.

#### **NOW IT IS AGREED THAT:**

#### Article 1 TERM

- 1.1 This Agreement shall be effective from the signatory date of this Agreement and continue to be effective for 1 year period therefrom, unless and until sooner terminated as provided in this Agreement.
- 1.2 Upon completion of the above Term this Agreement may be extended by agreement in writing between the parties.

#### Article 2 LG CNSA OBLIGATIONS

- 2.1 LG CNSA shall during the Term, and in accordance with the provisions of this Agreement, provide to Customer the System Integration services described herein and in Appendix 1.
- 2.2 LG CNSA shall provide all necessary human resources to perform the Service.
- 2.3 LG CNSA shall during the Term, and in accordance with the provisions of this Agreement, provide to Customer Software and Hardware described herein and in Appendix 2.

#### Article 3 CUSOMER'S RESPONSIBILITIES

- 3.1 Customer shall collaborate in selecting appropriate locations for Smart Poles and Electrification Products within the parks and other designated areas
- 3.2 Customer shall facilitate and expedite the permitting process required for the installation and operation of the Smart Poles and Electrification Products
- 3.3 Customer will Support public safety measures and park usage management during the construction and operation phases
- 3.4 Customer shall provide LG CNSA with development place and appropriate environment for

#### Article 4 ACCEPTANCE TEST

- 4.1 Customer and Investor shall make the Acceptance Test after Systems development and installation of Software, Hardware within five (5) days, according to the schedules described in Appendix 1 and 2
- 4.2 It shall be deemed to be completed the Acceptance Test, unless Customer and Investor offer any other opinion within above period.

#### Article 5 CONFIDENTIALITY

Each parties agrees that all information and trade secrets (including without limitation, the terms of this Agreement) communicates to one party by the other party in any manner in connection with this Agreement ("Confidential Information"), whether before or after the date of this Agreement, will be used by recipient party only for the purpose of this Agreement. The recipient party will not disclose the other party' Confidential Information to any third party without the prior written consent of the other party. Each party will advise its employees and agents who receive any of the other party' Confidential Information of its confidential nature. The confidentiality provisions of this paragraph will not apply to any Confidential Information that (a) was or becomes generally available to the public other than as a result of disclosure by the recipient party in violation of this Agreement, (b) becomes available to the recipient party from a source other than the other party , provided that the recipient party has no reason to believe that such source is itself bound by a confidentiality or non -disclosure agreement with other party or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation, (c) was rightfully in the recipient party' possession prior to receipt from the other party, (d) is independently developed by the recipient party without the use of the other party' Confidential Information, or (e) is required to be disclosed by the recipient party by a government agency or law, so long as the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure.

#### Article 6 DOCUMENT

- 6.1 LG CNSA shall provide Document related to User Manual for Customer.
- 6.2 Customer and Investor shall not copy any Document provided by LG CNSA under this Agreement without LG CNSA' prior written consent.

#### Article 7 WARRANTIES

- 7.1 LG CNSA warrants that Services will be performed with all due care and skill as may be reasonably expected from an information technology service provider. LG CNSA shall not responsible however for the errors, omissions or misuse of Customer employees; defects in Customer equipment; circumstances beyond its reasonable control.
- 7.2 LG CNSA shall procure from third parties, Software and/or Hardware in order to provide the Services pursuant to this Agreement. Customer acknowledges that LG CNSA is not the manufacturer of such Software and/or Hardware. With the exception of terms which are mandatory by law, LG CNSA' warranties are limited to any manufacturer' or licensor' warranties which LG CNSA is able to pass through for Customer's benefit. If any mandatory terms apply then to the extent permitted by law, LG CNSA' sole liability in respect of such Software and/or Hardware shall be limited, at LG CNSA' option, to the replacement, repair or re-purchase of any defective items during the Warranty Period.

- 7.3 Unless otherwise specified in this Agreement, the Warranty Period shall include in appendix.
- 7.4 Notwithstanding the foregoing, LG CNSA shall not be responsible for following cases.
  - 7.4.1 Defects due to fire, Act of God, any other special accident not attributable to LG CNSA.
  - 7.4.2 Defects due to reconstruction, attachment alteration, shifting of equipment by other than LG CNSA employee.
  - 7.4.3 Defects due to environment condition and facilities not recognized by LG CNSA or other defections beyond LG CNSA' responsibility.
  - 7.4.4 Defects caused by combination or compatible with third party products not approved in advance by LG CNSA.
  - 7.4.5 Other defects resulting from the events not attributable to LG CNSA.
- 7.5 The following cases shall not be treated as warranties under this Warranty Period, but as either maintenance or upgrade on the System which shall be provided under a separate agreement:
  - 7.5.1 Any functional change, or improvement of usage of the subject matter of this Agreement.
  - 7.5.2 Any development of an information system, including but not limited to those that are not part or in addition to the System.
  - 7.5.3 Any personnel required for on-site visits to carry out for prevention of defects or errors, which were not agreed herein; and
  - 7.5.4 User training or technical support not specified herein.

#### Article 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Intellectual Property Rights in Systems, all custom Software and materials developed by LG CNSA pursuant to this Agreement ("Custom Materials") shall be the property of LG CNSA. Except to the extent that the Intellectual Property Rights in the System vest in Customer, LG CNSA hereby grants to the Customer license to access and use the background Software, including all inventions, designs, and marks embodied in the Software or System ("Background Software"). Such license to access and use the Background Software shall be non-exclusive, non-transferable, irrevocable, and valid throughout the territory of the Customer's Country.
- 8.2 The Intellectual Property Rights related to Software provided pursuant to this Agreement shall be and remain vested in the owner of such rights and Customer shall obtain the non-exclusive right for permanence use.
- 8.3 Customer data will remain at all times Customer property. LG CNSA is authorized to access and use the date solely for the provision of the Services. On termination of this Agreement for any reason, or when particular data is no longer requires, LG CNSA will destroy or return the Customer data Customer on magnetic or optical media strictly in accordance with Customer's directions.
- 8.4 Title of the System, Software and Hardware shall be transferred to Customer upon charges for each paid in full by Customer under the Article 5.
- 8.5 All risks of the Hardware shall pass from LG CNSA to Customer pursuant to the trade terms stipulated in Appendix 2 and interpreted in accordance with INCOTERMS 2020.
- 8.6 In case of any dispute arises against, or any claim is received by LG CNSA, due to any reasons attributable to Customer, including not limited to, any breach of license granted or illegal use of the Software, Customer shall defend and hold LG CNSA harmless from any such claim or dispute at the expense of Customer, and shall pay LG CNSA any damages caused.

#### Article 9 TRANSFER PROHIBITION

9.1 Customer and LG CNSA shall not assign or delegate all or part of the right and obligation regarding this Agreement and shall not use them for the purpose of mortgage unless there is written pre-agreement by the other party.

10.1 Customer and LG CNSA shall not take any responsibility for damages one causes to the other party by such reasons as natural disaster, violation, terror, government's measurement, riot, epidemic, the court's order or any causes beyond Customer or LG CNSA' reasonable control.

#### Article 11 TERMINATION AND EFFECT

- 11.1 If either party materially defaults in the performance of any of its duties or obligations hereunder, which default shall not be substantially cured within 10 days after written notice is given to the defaulting party specifying the default, or, with respect to any default which cannot reasonably be cured within 10 days, if the defaulting party fails to proceed within 10 days to commence curing said default and thereafter to proceed with all due diligence to substantially cure the same, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement.
- 11.2 If either party hereto is the subject of any resolution, procedure or proceedings relating to its liquidation, insolvency or for the appointment of a receiver, administrator or similar officer or makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations to its creditors, then the other party may, by giving written notice, terminate this Agreement.
- 11.3 Even the Agreement being terminated, right and obligations that both parties had already shall not be affected.
- 11.4 In case the contract terminated, original, duplicated, electronics copies of all document and data that LG CNSA received from customer should be returned to customer.

#### Article 12 INDEMNITIES AND LIABILITY

- 12.1 LG CNSA and Customer shall each accept liability for direct damages awarded under the governing laws for death or injury to persons or damage to tangible property caused by the willful act, willful omission or negligence of that party.
- 12.2 Notwithstanding any other terms of this Agreement, if LG CNSA is held of found to be liable to Customer for any matter relating to or arising in connection with this Agreement, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, the amount of damages recoverable against LG CNSA for all events, acts, or omission shall not exceed 100% of the aggregate the amount actually paid to LG CNSA during the Term.
- 12.3 In no event will the measure of damages include, nor will LG CNSA be liable for, any amounts for loss of income, profit, or savings; or for any indirect, incidental, consequential, or punitive damages of any party, including third parties.

#### Article 13 NON-COMETITION

13.1 Unless LG CNSA notifies in writing otherwise, LG CNSA and Customer agree not to directly or indirectly recruit the other party' personnel provided in the Agreement, nor to receive any separate services form such personnel or hire them during the Term of the Agreement and for two (2) years after the expiration of the Agreement, without the prior written consent of the other party.

#### Article 14 ENTIRE AGREEMENT

14.1 This Agreement with attachment constitutes the entire Agreement between customer, investor and LG CNSA. All agreements are shown at the Agreement, and any changes, resignation, or exemption not made by both parties' written agreement are invalid.

#### Article 15 GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement shall be interpreted in accordance with, and governed by, the laws of the United States of America.
- 15.2 Any claim, dispute, disagreement, or controversy arising out of this Agreement shall be submitted to the exclusive jurisdiction of Seoul Central District Court of Korea; provided however, that the parties may agree, in writing, to either mediate or arbitrate any dispute arises out from this Agreement.

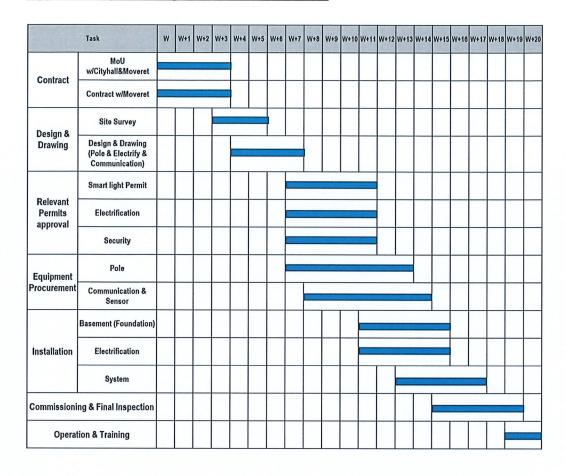
#### Article 16 AMENDMENT

16.1 This Agreement shall only be amended by a written instrument executed by each of the parties hereto.

IN WITNESS WHEREOF, City of Hogansville GA and LG CNSA have each caused this Agreement to be executed, to take effect on the date first set forth above.

# City of Hogansville in Georgia (Authorized Signature) Jake Ayers (Print or Type Name of Signatory) Mayor (Title) (Execution Date) LG CNS America, Inc. (Authorized Signature) Jun Ho Lee (Print or Type Name of Signatory) President (Title) (Execution Date)

**Appendix 1. System Integration Services Schedule** 



### Appendix 2. Specification of Software and Hardware

		Sma	rt Pole quotation			All prices are exclusive of shipping and taxes.	
a description of		Catego	У	Mark of the Control o	Price(\$)	Specification	
				Pole	9,000	360 lighting, Universal Camer Bracket, EMPTY MODULE, SIDE CABINET AND PIR SENSOR	
				PV/Battery	2,600	There is a possibility of change depending on the specification of PV, BATTERY capacity, etc.	
				Hub-Wan-5G	3,300	Outdoor with 5G w/1 Year Software Subscription and IOT Runtime	
				WIFI	1,000	Internet	
		1		Signage	4,200	LG 21.5" FHD Outdoor IP rated display	
		= = =		Camera	1,500	6MP Outdoor Fisheye IP Security Camera with 360° panoramic view	
			Equipment	Leak detect rope sensor	100	Flood detection sensor	
				Emergency button	200	Blue light	
				Noise sensor	100	Noise detection sensor	
	Downtown	Hardware			Environmnet Sensor	1,700	10 weather parameters: air temperature, air humidity, atmospheric pressure, light intensity, wind speed, wind direction, precipitation, PM 2.5, PM 10, and CO2.  uses the RS 485(MODBUS-RTU) / SDI-12 communication protocol.
				EV charger	2,000	Level 2 EV charger	
				Sub Total	25,700	Estera Est entaiger	
				Site Survey	5,000	On-site survey for communication network	
400			Construction	Equipment Installation Fee	10,000	configuration and equipment configuration Varies depending on the number of installations	
H/W+S/W+ Installation				Construction Cost	5,000	Costs vary depending on site construction conditions. (Standard construction cost according to Korean standards)	
(One time cost)				Sub Total	20,000		
				Total	45,700		
				Pole	9,000	360 lighting, Universal Camer Bracket, EMPTY MODULE, SIDE CABINET AND PIR SENSOR	
				Hub-Wan-5G	3,300	Outdoor with 5G w/1 Year Software Subscription and IOT Runtime	
			Equipment	WIFI	1,000	Internet	
				Signage	4,200	LG 21.5" FHD Outdoor IP rated display	
	Lake Jimmy Jackson		Construction	Camera	1,500	6MP Outdoor Fisheye IP Security Camera with 360° panoramic view	
				Subtotal	19,000		
				Site Survey	5,000	On-site survey for communication network	
				Equipment Installation Fee	10,000	configuration and equipment configuration Varies depending on the number of installations	
				Construction Cost	5,000	Costs vary depending on site construction conditions. (Standard construction cost according to Korean standards)	
				Sub Total	20,000		
35			Marin Marin Company	Total			
	Software So		Solution	CityHub	20,000	LGCNS solution for IoT integrated control. (Base price including basic engineering) It is not the price per 1 smart pole, and the cost increases depending on the quantity of smart poles (amount of information collected).	
				Total	20,000		
			Grand Total		104,700		
			Server	Cloud	1,050	Estimated cost per month	
Operation		Software Network		Communication	150	Estimated cost per month	
(Monthly cost)				Total	1,200		