



City of Hogansville  
**City Council**  
Work Session Meeting Agenda

**Monday, August 19, 2024 – 5:30 pm**

***Meeting will be held at Hogansville City Hall***

Mayor: <b>Jake Ayers</b>	2025	City Manager: <b>Lisa E. Kelly</b>
Council Post 1: <b>Michael Taylor, Jr *</b>	2025	Assistant City Manager: <b>Niles Ford</b>
Council Post 2: <b>Matthew Morgan</b>	2025	City Attorney: <b>Alex Dixon</b>
Council Post 3: <b>Mandy Neese</b>	2027	Chief of Police: <b>Jeffrey Sheppard</b>
Council Post 4: <b>Mark Ayers</b>	2027	City Clerk: <b>LeAnn Lehigh</b>
Council Post 5: <b>Kandis Strickland</b>	2027	* Mayor Pro-Tem

**WORK SESSION – 5:30 pm**

**ORDER OF BUSINESS**

1. Early Voting
2. Royal Theater
  - a. Change Order
  - b. Sponsorship/VIP Area
3. AMR Housing Agreement
4. Watershed Protection Ordinance Amendment



# Change Order Request

**Project:** The Royal Theater **COR#:** 9-REV2  
400 East Main Street

**To:** City of Hogansville **Date:** 8/13/2024  
111 High Street  
Hogansville, GA 30230

**Re:** Drawing Revision #7

**Description of Change:**

Items shown and noted in Revision #7, received from Architect on 7-16-24, less HVAC, Shutter, and WH-3.  
Note: pricing does not include: 1) Kitchen Equipment or connections to future equipment supplied by Owner;  
2) damages done to existing underground utilities or items in existing slab that are unforeseen and can't be determined while cutting or removing existing slab for new work, costs for such repairs if encountered would be submitted separately.  
Add 36 "calendar days" to Contract Schedule for Added Work in Rev 7, due to not being able to start plumbing work before 9-3-24, and cost for extended General Conditions of 10 days. Lead time for some materials is 4+ weeks after release.

<b>Total Cost</b>	<b>ADD</b>	<u>89,932.14</u>
<b>Change in Contract Time</b>		<u>36</u>

**Attachments:**  Pricing Breakdown  Other \_\_\_\_\_

**Signed By:** [Signature] **Date:** 8-13-24  
General Contractor

**Reviewed By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Architect

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Owner

Please contact me with any questions that may arise concerning this change order request.

Project The Royal Theater  
 Location: 400 East Main Street  
 Description: Drawing Revision #7

**PRICING SHEET**

COR: 9-REV2  
 Date 13-Aug-24  
 Pricing By J.L.

CODE	DESCRIPTION OF WORK	QUANTITY	UNIT	LABOR		MATERIAL		RENTAL EQMT		SUBCONTRACTS		TOTAL
				UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	
											0	0
1.015	Demolition and Cleanup Labor for new work - Principle.	120	MH	45	5,400		0		0		0	5,400.00
1.480	Demolition / Cleanup Materials and Equipment Rental.	1	LS		0	1,430	1,430	250	250		0	1,680.00
1.750	Disposal of removed work, 20 CY Dumpster.	1	LS		0		0	465	465		0	465.00
3.210	Concrete Floor Patching for new work - Principle.	1	LS	1,440	1,440	1,017	1,017		0		0	2,457.00
6.450	New Countertop.	1	LS		0		0		0	1,920	1,920	1,919.75
9.260	Drywall and Trim Repairs for new work - Principle	1	LS	3,600	3,600	1,718	1,718		0		0	5,318.00
9.300	New LVT Flooring and Ceramic Floor Tile Repairs.	1	LS		0		0		0	2,857	2,857	2,856.61
9.900	Painting Touchup and Repaint of disturbed areas.	1	LS		0		0		0	2,500	2,500	2,500.00
15.100	Plumbing.	1	LS		0		0		0	31,675	31,675	31,675.00
16.100	Electrical.	1	LS		0		0		0	10,310	10,310	10,310.00
17.010	Extended Schedule / General Conditions for New Work.	10	DAYS		0		0		0	763	7,634	7,633.50
					0		0		0		0	0.00
					0		0		0		0	0.00
					0		0		0		0	0.00
					0		0		0		0	0.00
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					0		0		0		0	0.00
					0		0		0		0	0.00
					0		0		0		0	0.00
	Clean-Up and Disposal		mh		0		0		0		0	0.00
	Drawing Reproduction		ls		0		0		0		0	0.00
	Safety - (3% of Labor)			3%	313		0		0		0	313.20
	<b>SUBTOTAL</b>				<b>10,753</b>		<b>4,165</b>		<b>715</b>		<b>56,895</b>	<b>72,528.06</b>
	LABOR BURDEN / SALES TAX			32.0%	3,441	7%	292	7%	50		0	3,782.62
	<b>SUBTOTAL</b>				<b>14,194</b>		<b>4,457</b>		<b>765</b>		<b>56,895</b>	<b>76,310.68</b>
	PROJECT INSURANCE			1.1%								839.42
	PROJECT BONDS			1.75%								1,335.44
	FEE (Overhead 5% & Markup 10%)			15%	2,129	15%	668	15%	115	15%	8,534	11,446.60
	<b>SUBTOTAL</b>				<b>16,323</b>		<b>5,125</b>		<b>880</b>		<b>65,429</b>	<b>89,932.14</b>
	<b>TOTAL</b>				<b>16,323</b>		<b>5,125</b>		<b>880</b>		<b>65,429</b>	<b>89,932.14</b>



5319 DIVIDEND DRIVE  
 DECATUR, GA 30035  
 OFFICE:470-282-3870, FAX: 678-585-4883  
 estimate@dcourtscabinets.com  
 www.dcourtscabinets.com

# ESTIMATE

DATE	ESTIMATE #
7/18/2024	1077

NAME/ADDRESS:	SHIP TO:	
ESTIMATE DEPARTMENT	THE ROYAL THEATER 400 E MAIN STREET HOGANSVILLE, GA 30230	
	DWG. DATE	EST. REV DATE
		7/18/2024

ELEV/NOT...	DESCRIPTION	U/M	QTY	TOTAL
2/A2.1 4/A8.2	MANUFACTORY & INSTALL: MAIN FLOOR  CONCESSIONS 110 6.67LF Solid Surface Countertop On (Gyp Bd Low Wall By Others).  SHOP DRAWINGS:  FREIGHT & INSTALLATION:  EXCLUSIONS: Demo, Sinks, Fixtures, Gyp Bd Low Wall, Gyp Soffits, Rubber Base, Roll-up Door, Standing & Running Trim, In-Wall Brackets & In-Wall Blocking are not Included in Bid Proposal.  NOTES:		1	1,919.75

In order to expedite your order, we ask that you approve by signing below and return to us via e-mail or fax

<b>TOTAL</b>	\$1,919.75
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STANDARD CABINET CONSTRUCTION (Unless Specifically Noted Above): MDF Carcass, White Melamine Interiors, Standard PLAM Colors/Finish, 4" Chrome Wire Pulls, European-Style Hinges, Peg hole Shelves, Square-Edge Tops. Standard Wall-Hung Shelves (Unless Specifically Noted Above): KV83 Metal Standards/Brackets.

DCourts Cabinets terms are 30 Days Net from date of Invoice. All work is guaranteed to be specified. All work to be completed in workman like manner in accordance with standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order and will become extra charge over and above the estimate.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HERBY ACCEPTED.

Sign \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_



3690 Atlanta Hwy, Suite 110  
Athens, GA 30606

800 Battery Ave. SE  
Atlanta, GA 30339

1440 Lakes Pkwy, Suite 100  
Lawrenceville, GA 30043

5008 10th Ave, Suite B  
Eastman, GA 31023

2200 Denton Dr., Suite 103  
Austin, TX 78758

# PROPOSAL

Date: **7/24/2024**

**SUBMITTED TO:**

Principle Construction

Royal Theater

Attn:

Phone:

Salesperson:

Chase Dahlstrom

Model:

Furnish and Install per Plans and Specs:

Date of Plans:

Code	Product	QTY	Unit	Price	Total
	Deduct Carpet Labor	-23	SY	6.18	-142.14
	LVT TBD (Material Allowance \$2/SF)	250	SF	4.46	1,116.43
	Floor Tile: Urban Living, Tan Matte 12x24	72	SF	17.56	1,264.32
	Mobilization	1	EA	618.00	618.00

**Contract Total:**

**\$2,856.61**

**CCIP/OCIP:**

If this project has been identified as CCIP/OCIP, discounts have already been applied to the proposal.

**FLOOR PREP:**

Unless otherwise stated, this proposal does NOT include corrective floor work such as flattening, major leveling, grinding, moisture remediation, adhesive removal and/or PH reduction. Changeorder required for major floor prep at unit prices below.

**INSTALLATION:**

Unless otherwise stated, this proposal does NOT include demo, furniture removal, final cleaning, waxing, sealing, caulking to dissimilar materials, and/or floor protection. This proposal does NOT include multiple shift/multi-phase installation. Free & convenient access to parking is required.

**MOISTURE:**

More accurate and representative MVER, RH and pH testing results can be achieved when the HVAC system is functioning 24/7 for two weeks prior to installation and the indoor air quality has acclimated to occupancy conditions. Slabs over 30 years old may have a compromised vapor barrier. Remediation rates will vary depending upon conditions.

**LIGHTING:**

For all tile installations, permanent overhead lighting must be in place.

**ADDITIONAL UNIT COSTS (IF REQUIRED):**

- Major leveling, \$2/lb
- Ram board floor protection installed, \$0.40/sf

*Chase Dahlstrom*

[cdahlstrom@dcocf.com](mailto:cdahlstrom@dcocf.com)

# Quotation

MERNA PAINTING SOUTHEAST, INC.

**Company Address**

212 New Airport Road LaGrange, GA 30240  
Phone: 706-883-8903 Fax: 706-882-8820

**Date** 7/29/2024

**Quotation #** 072924-2

**Customer ID** royal

**Quotation For**

Jeff Lewis  
Principle Construction  
51 New Huchinson Mill Rd  
LaGrange Ga, 30240

**Quotation valid until** 8/29/2024

**Prepared by** Spencer Merna

**Terms** Net 30

**Comments or Special Instructions**

Royal Theater Concession  
This quote includes all labor, materials, equipment and supervision unless otherwise noted.

Quantity	Description	Unit Price	Taxable?	Amount
1	we propose to prep prime and paint walls and ceilings in new concession area and bathroom	\$ 2,500.00		\$ 2,500.00
1				

If you have any questions concerning this quotation, please contact:  
Spencer Merna - Cell 706-616-0489

We Appreciate the Opportunity to Quote This Work!

Subtotal	\$ 2,500.00
Tax Rate	
Sales Tax	\$ -
Other	
<b>TOTAL</b>	<b>\$ 2,500.00</b>

*Foster*

PLUMBING CONTRACTORS  
*Servicing LaGrange & Surrounding Area*  
Since 1913  
COMMERCIAL · RESIDENTIAL

8-13-24

Principle Construction  
The Royal Theater

Listed below is your plumbing quote

New supply lines and drains for Concession Area, rough-in only and capped.  
Remove and replace existing supply lines with new per size change.  
Run and tie-in new supply overhead and drain lines under slab into existing in Mens Room.  
~~New Water Heater with gas piping and fittings.~~  
Excludes: setting and connecting new equipment provided by Owner.

Total labor, materials and equipment:  
**\$31,675**

Thank you

Sid Foster

P.O. Box 1607 · 105 Wiley Road · LaGrange, GA 30241  
Office (706) 884-5656 · Fax (706) 845-0746 · [fmcplumbing@bellsouth.net](mailto:fmcplumbing@bellsouth.net)

Ideal Electrical Contractors, Inc.

3206 West Point Road  
LaGrange GA. 30240

# Quotation

QUOTE NOT VALID  
AFTER 30 DAYS

Date

8/9/24

<b>Name / Address</b>
Principle Construction 51 New Hutchinson Mill Road LaGrange, GA 30240

<b>Project</b>	<b>Job Name</b>	<b>Acceptance Date</b>
Royal Theater Hogansville	Concessions	
<b>Item</b>	<b>Description</b>	<b>Total</b>
Estimate	Add power for water heater, ACU-5, HPU-5, 2-cash registers, popcorn maker, glass door merchandiser, 2-soda / ice dispensers, and ice machine.	0.00
Labor		6,400.00
Materials		6,140.00
Notes and exceptions	The power and low voltage cabling to the POS Machines will need to be surface mounted on the 2 columns	0.00
Notes and exceptions	Typically for soda dispensers a 4 " conduit is needed from the dispenser to the ceiling for their tubing to pass through. if you need us to install let me know. they will have to be surface mounted as the wall wont accept a 4" conduit. If you need us to supply and install add 350.00 labor and material	0.00
Estimate	Remove Power wiring to ACU-5, HPU-5 and EF-7 including panel breakers and disconnects. Remove WH-3.	0.00
Labor		-720.00
Materials		-1,010.00
		-500.00
<b>Subtotal</b>		\$10,310.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$10,310.00

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>
706882-2010	706-882-0443	IDEAL59@IDEALELECTRICWEB.C...



Royal Theater Sources and Uses - as of June 30, 2024						
Source of Funds	Total \$	Paid to date	\$ Remaining	Use of Funds	Paid to date	\$ Remaining
EDA	\$ 1,789,270.00	\$ 1,316,285.00	\$ 472,985.00	Principle	\$ 1,877,770.50	\$ 572,932.00
SPLOST 13 & CBT			\$ 240,839.40			
					\$ 713,824.40	
\$ remaining in SPLOST, CBT & EDA minus amount owed Principle						\$ 140,892.40

## LICENSE TO USE

This License to Use (this "License") is made as of \_\_\_\_\_, (the "Effective Date") by and between City of Hogansville Police Department (hereinafter, "Licensor"), with an address of 117 Lincoln St, Hogansville, GA, 30230 and Troup County Emergency Medical Services, Inc. DBA American Medical Response, Inc. (AMR) and (hereinafter the "Licensee"), with an address of 1657 Lukken Industrial Dr W, LaGrange, GA, 30240.

- License and Condition of License.** In consideration of the fee and covenants of Licensee hereinafter set forth, and upon the following terms and conditions, Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor the permission to use certain administrative space locate at 117 Lincoln Street, Hogansville, GA, 30230 (the "Premises"). Subject to coordination with Licensor and Licensor's own use and needs, Licensee may use and access the Premises for general office, administrative and support functions related to the business operations of Licensee, in this agreement, and for no other uses. Due to the sensitive nature of Licensee's business, and in accordance to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Licensee may, from time to time, restrict Licensor from entering certain work areas without the Licensee's approval and, at Licensee's option, being accompanied by an employee of the Licensee. Licensee shall use all reasonable efforts to minimize the disruption to Licensor by its use of the Premises. Further, this License does not convey or grant Licensee any real property interest in the Current Premises or the Premises.
- Condition Precedent.** This License shall have no force or effect until such time as the Owner grants its consent to this License (the date of such consent being the "Effective Date").
- Term.** This License shall be for a period of twelve (12) full calendar months, commencing on Effective Date. Upon completion of initial term, this License shall continue month-to-month and until cancelled by either party providing a thirty (30) day advance written notice to the other party.
- Revocation and Restriction.** This License is subject to revocation by Licensor with thirty (30) days written notice to Licensee in its sole and absolutely unencumbered discretion. Licensor, in its sole and absolutely unencumbered discretion, may: (i) limit and restrict use of the Premises to certain employees of Licensee; or (ii) limit and restrict use of certain areas of the Premises.
- Fee.** Licensor agrees to grant Licensee use under this License Agreement, so long as all terms and conditions of this agreement are met, free of rent or charge.
- Waiver and Indemnity.** To the extent allowable by applicable law, Licensee waives and hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Licensor, and its respective officers, agents, servants, employees, and independent contractors shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Licensee or by other persons claiming through Licensee. Licensee further agrees to defend, indemnify and hold Licensor harmless from and against all liability, claims and costs resulting from or alleged to result from (a) Licensee's occupancy of the Premises; (b) any negligence or willful misconduct of Licensee or any person

or party claiming by, through or under Licensee; or (c) the breach or default by Licensee in the performance of any terms and conditions of this License.

7. **Insurance.** For the duration of this License, Licensee shall maintain property and casualty insurance that is usual and customary for its obligations under this License, which at a minimum shall provide for replacement cost coverage in the case of any property insurance and shall cover Licensee's indemnity obligations hereunder in the case of liability insurance. Licensee shall provide Licensor proof of insurance upon request.

8. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

9. **Compliance Program and Code of Conduct.** AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

10. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

11. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this License shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this License. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

12. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to be given when delivered in fully legible form with a copy by certified mail, return receipt requested or over-night national carrier. Notices shall be addressed to Licensor or Licensee at its address set forth above and with copies to:

If to Licensee:

Troup County Emergency Medical Services, Inc.  
1657 Lukken Industrial Dr W  
LaGrange, GA, 30240  
Attn: Regional President  
Email: [GMRLeaseManagement@gmr.net](mailto:GMRLeaseManagement@gmr.net)

With Mandatory Copy to:

Troup County Emergency Medical Services, Inc.  
4400 TX State Hwy 121, Suite 700  
Lewisville, TX, 75056  
Attn: Law Dept.  
Email: [Legal@gmr.net](mailto:Legal@gmr.net)

If to Licensor:

Hogansville Police Department  
117 Lincoln Street  
Hogansville, GA, 30230  
Attn: Chief of Police

With Mandatory Copy to:

City Manager  
Hogansville City Hall  
111 High Street  
Hogansville, GA 30230  
Email: lisa.kelly@cityofhogansville.org

14. **Miscellaneous.** (i) In the event either party brings any action for any relief, declaratory or otherwise, arising out of this License or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorneys' fees, costs and expenses. (ii) This License shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives; provided that Licensee shall have no right to assign this License or to sublet any portion of the Premises without Licensor's prior written consent which may be withheld in its sole and absolute discretion. (iii) This License shall be construed and interpreted in accordance with and subject to and governed by the laws of the state in which the Premises is located. Should any provisions of this License require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties hereto have participated in the preparation of this License. (iv) This License contains all of the agreements of the parties with respect to the subject matter hereof, supersedes all prior dealings between them with respect to such subject matter and there have been no understandings, agreements, warranties or representations other than those expressly included herein. Licensee acknowledges that neither Licensor nor any broker, agent or employee of Licensor has made any representation or promises with respect to the Premises or the respective buildings in which the Premises are located except as herein expressly set forth, and no rights, privileges, easements or licenses are being acquired by Licensee except as herein expressly set forth. (v) The invalidity of one or more phrases, sentences, clauses or articles shall not affect the remaining portions of this License, and if any part of this License should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, this License shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted. No waiver of any default by either party hereunder will be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver will affect any default other than the default specified in the waiver, and then such waiver will be operative only for the time and to the extent therein stated. A waiver by either party of any provision hereof will not be construed as a waiver of any subsequent breach of the same provision, nor will the consent or approval by either party to or of any act by the other be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

Either party may change the address to which notices are to be sent to it by providing notice of same to the other party in accordance with the provisions of this Section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first above written.

LICENSEE

Troup County Emergency Medical Services, Inc.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

LICENSOR

City of Hogansville Police Department

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_