



City of Hogansville
City Council
Work Session Meeting Agenda
Monday, November 4, 2024 – 5:30 pm

Meeting will be held at Hogansville City Hall

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

WORK SESSION – 5:30 pm

ORDER OF BUSINESS

1. Aaron Fortner – UDO Amendments
2. Bid Award – Patching & Paving
3. Memorandum of Understanding (MOU) - LG

SUMMARY OF UDO REVISIONS (10.7.24)

1. Non-traditional Tobacco Paraphernalia

- New Non-traditional Tobacco Paraphernalia amendments need to be added to chapter 18 – Businesses and not put into the UDO
- Added Non-traditional Tobacco Paraphernalia to the Permitted Use chart – Permitted in CR-MU, and SUP in N-MU and DT- MU
- Added Non-traditional Tobacco Paraphernalia to the Supplemental Uses article with a reference to Chapter 18 – Businesses
- Added Non-traditional Tobacco Paraphernalia as a definition in Definitions 102-D-1-2

2. Extended Stay Hotels

- New Extended Stay Hotels amendments need to be added to chapter 18 – Businesses and not put into the UDO
- Deleted the existing provisions for Extended Stay Hotels in the Supplemental Uses article and replaced it with a new reference to Chapter 18 – Businesses

3. Commercial standards

- Added a definition in 102-D-1-2 for Blighted Properties to better enable you to qualify areas that are blighted
- Added to 102-C-8-2 additional language requiring properties to maintain all required landscaping areas and landscaping elements required by the code
- Added language for shopping carts to be stored and corralled in 102-B-8-6
- Added language for commercial garbage containers to 102-C-7-4
- Add language for dumpster and loading area screening into the off-street loading section 102-B-9-1

4. Changing the G-I district to G-LI

- The G-I district has been changed to G-LI (Light Industrial) throughout the UDO

5. Vinyl building materials

- Revised the building materials regulations to allow vinyl as a building material except when within designated historic districts

6. Electrical

- Added language for unsafe electrical systems and equipment in 102-C-10-3

7. Parking

- Added language prohibiting parking where there are no parking signs, parking that blocks

driveways, and parking too close to intersections in 102-B-8-1

- Added language prohibiting inoperable vehicles past 14 days in residential districts, parking in residential cul-de-sacs, and parking in the opposite direction of traffic in 102-B-8-9

8. Outdoor burning

- New amendments need to be added to Chapter 54 – Offenses and Miscellaneous Provisions
- Added new reference to Chapter 54 in the existing UDO section 102-C-7-6. Open Burning

9. Stop work order

- Added the new language to facilitate stop work orders to 102-A-2-5

10. Boarded-up structures

- Added language for boarded-up structures to a newly created 102-C-10-23

11. Burned structures

- Added the burned structures language to a newly created 102-C-10-24

12. Plats

- Added new review/approval chart in 102-C-9-4
- Removed the preliminary plat fee in 102-C-9-8
- Updated the preliminary plat submittal requirements in 102-C-9-10 to revise the tree plan and HOA items

13. Paving standards

- Added paving standards for new streets in the Subdivisions section of 102-C-9-52
- Added parking lot paving standards in 102-B-8-6

14. Board of Commissioners references

- Board of Commissioners has been replaced throughout the document

10.7.24 HOGANSVILLE UDO UPDATES

SUBCHAPTER 102-B

- Yellow highlights indicate proposed revisions
- Red ~~crossed-out~~ text indicates proposed deleted text
- **Bold** text indicates proposed new text

Sec. 102-A-2-5. - Stop work orders and revocations.

~~The zoning administrator or building official may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take necessary remedial measures to cure such violation or violations.~~

- (1) **Authority.** Whenever the building official finds any work regulated by this chapter being performed in a manner contrary to the provisions of this chapter or in a dangerous or unsafe manner, the building official is authorized to issue a stop work order.
- (2) **Issuance.** The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume. The stop work order shall be posted on the property and remain, under penalty of law, until the building official or designee authorizes its removal.
- (3) **Unlawful continuance.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to correct a violation or an unsafe condition, shall be subject to issuance of a court citation to appear in the municipal court of the city and upon conviction shall be subject to a fine and/or imprisonment in accordance with this code. Where any offense continues from day to day, each days continuance thereof shall be deemed a separate offense.

SUBCHAPTER 102-B

- Yellow highlights indicate proposed revisions
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Sec. 102-B-2-11. G-**LI**, general **light** industrial district.

Sec. 102-B-4-1. Dimensional standards of zoning districts.

Space Dimensions Table

| SPACE DIMENSIONS | ES- R ¹² | SU- R ¹² | TN- R ¹² | TN- MX ^{1,10} | CR-MR | CR- MX ¹⁰ | DT-MX | G- RL | G- B | G- LI |
|---------------------|------------------------|------------------------|------------------------|---------------------------|-------|-------------------------|-------|----------|---------|-----------------|
|---------------------|------------------------|------------------------|------------------------|---------------------------|-------|-------------------------|-------|----------|---------|-----------------|

Sec. 102-B-4-5. Fences and retaining walls.

(2) General conditions.

- (e) Barbed wire shall be permitted on fences and walls on properties within G-RL, and G-**LI** zoning districts. Fences and walls for all other uses are prohibited from utilizing barbed wire.
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Sec. 102-B-4-5. Fences and retaining walls.

(3) Fences, general.

(a) Fences in the front yard:

(i) Maximum height. Fences shall not exceed four feet in height and shall not extend into the public right-of-way. See section 102-B-4-6 for corner lot restrictions. Properties within G-R and G-**LI** zoning districts are allowed fences up to six feet in height. Fence posts and pillars shall be permitted to be located an additional one foot higher than the maximum height allowed for the remaining fencing elements.

(ii) Materials. Fences shall not be made of wire, woven metal, or chain link, unless located on property within G-RL and G-**LI** zoning districts. All other fences shall be ornamental or decorative fences constructed of brick, stone, stucco, split rail, wood, aluminum, or wrought iron. The fence shall be a minimum of 50 percent transparent. Exposed block, tires, junk or other discarded material shall be prohibited fence materials. No barbed wire, razor wire, chain link fence or similar elements shall be visible from any public plaza, ground level or sidewalk level outdoor dining area, street or thoroughfare, or public right-of-way.

Sec. 102-B-5-2. Building typology.

| BUILDING TYPE | ES- R | SU- R | TN- R | TN- MX | CR-MR | CR- MX | DT-MX | G- RL | G- B | G- LI |
|---------------|----------|----------|----------|-----------|-------|-----------|-------|----------|---------|-----------------|
|---------------|----------|----------|----------|-----------|-------|-----------|-------|----------|---------|-----------------|

Sec. 102-B-5-3. Building architecture.

(3) For all uses.

- (a) Exterior building materials, excluding architectural accents or metal split seam roofing, shall be primarily brick, glass, vinyl, wood, hardy plank, stucco, textured concrete masonry, cementitious fiberboard, or stone for all building facades, the sides of buildings perpendicular to the building façade, and for all portions of buildings viewable from a public right-of-way.
- (b) Vinyl ~~may be incorporated around the soffit, gables, eaves and window area for trim~~ shall be prohibited from use in any historic district established by this chapter.

(4) Additional standards for G-LI zoning districts. No building shall be constructed with a wooden frame. The exterior finish of all buildings shall be common brick, concrete blocks, tile bricks, enamel metal siding, their equivalent or better, but no building thereon shall be covered with asbestos siding or galvanized sheet metal. If the exterior walls are constructed of concrete or concrete blocks, unless the exterior finish is stucco, gunite or their equivalent, the joints shall be rubbed down and the walls covered sufficiently with standard waterproofing paint.

Sec. 102-B-5-4. Transitional heights.

(1) Transitional heights.

(a) Transitional height planes. A transitional height plane is an imaginary plane having a vertical component and angular component specifically designed to restrict the maximum height of all parts of buildings or structures within CR-MR, CR-MX, DT-MX, G-B, and G-LI zoning districts and their relationship to adjoining ES-R, SU-R, TN-R, TN-MX, and G-RL districts. Transitional height planes shall comply with the following components and regulations:

- (i) A vertical component measured at the required yard or buffer setback adjoining the common property line by a 40-foot vertical distance above the finished grade;
- (ii) An angular component extending inward over an adjoining CR-MR, CR-MX, DT-MX, G-B, and G-LI district at an angle of 45 degree;
- (iii) Such vertical and angular component calculations shall be made on a point-by-point basis and not average grade; and
- (iv) No portion of any structure shall protrude through the transitional height planes specified in subsection (1)(b) below.

(b) Where CR-MR, CR-MX, DT-MX, G-B, and G-LI zoning districts adjoin ES-R, SU-R, TN-R, TN-MX, and G-RL districts without an intervening public street, height within this district shall be limited by the transitional height plane requirements.

Sec. 102-B-6-1. Table of permitted and prohibited uses.

Sec. 102-B-7-3. Accessory uses.

(3) Cargo containers.

(c) Cargo containers utilized for an accessory use shall be permitted without restriction in G-LI districts.

(d) Cargo containers utilized for an accessory use shall have the following additional requirements:

(i) Cargo containers for storage purposes only shall be allowed on a permanent basis. Such cargo containers shall be permanently and fully screened from view from all adjacent properties, with either opaque fencing material one foot higher than the height of the cargo container or planted landscape material that within six months of installation is one foot higher than the height of the cargo container and which is opaque.

(ii) Placement of cargo containers shall comply with all applicable building and setback lines. No more than one permanent cargo container shall be allowed per lot, regardless of lot size.

(iii) Cargo containers within the CR-MX and G-LI districts shall be allowed on a temporary basis on lots of less than one acre, but not for greater than 90 days. Neither a permit nor screening shall be required for the placement of a temporary cargo container.

(e) Cargo containers utilized for a principal use within CR-MX and G-LI districts shall be permitted and shall be classified as a single story shopfront building type (section 102-B-5-2).

Sec. 102-B-7-5. Commercial uses.

(6) Extended-stay hotels and motels.

(a) ~~Extended-stay motels/hotels are limited to no more than 25 guest rooms per acre. See City Code chapter 18. Businesses.~~

(b) ~~Each guest unit must contain a minimum square footage per unit of 300 square feet.~~

(c) ~~Extended-stay hotels/motels shall not be more than four stories in height.~~

(d) ~~Extended-stay hotels/motels must be constructed on a tract of land containing at least two acres.~~

(e) ~~Extended-stay hotels/motels must contain an enclosed, heated and air conditioned laundry space containing a minimum of three clothes washers and three clothes dryers for the use of guests.~~

(f) ~~Extended-stay hotels/motels must provide a minimum of 1,000 square feet for recreational use by guests. In computing the 1,000 square feet requirement, swimming pools, fitness or recreation centers and other recreational facilities may be used in determining the square footage required by this subsection.~~

(g) ~~Management must be on the property 24 hours a day, seven days a week.~~

(h) ~~Daily maid service must be included in the standard room rate.~~

(i) ~~No applicant shall operate, conduct, manage, engage in, or carry on an extended-stay motel/hotel under any name other than their name and the name of the business as specified on the occupation tax certificate.~~

(j) ~~Any application for an extension or expansion of a building or other place of business where an extended-stay motel/hotel is located shall require inspection and shall comply with the provisions and regulations of this article.~~

(11) Non-traditional Tobacco Paraphernalia. See City Code chapter 18. Businesses.

(12) Open yard sales. All items and structures sold or held as inventory to be sold shall be located a minimum distance of 75 feet from any public right-of-way.

(13) Pet care and veterinary services. (a) All structures, and elements used for housing animals shall be located at least 200 feet from any property zoned or used for residential purposes. (b) Outdoor kennels or runs must be at least 300 feet from the nearest property with any zoning designation that allows dwellings.

(14) Short term vacation rentals. (a) Must obtain the proper business licenses to operate a short term vacation rental. (b) Amplified music is prohibited outside after 10:00 p.m. (c) No parking within the public right-of-way. (d) Exterior lighting shall be designed to prevent spillover onto adjacent property. (e) Unless lower occupational limits are required by the fire marshal after inspection of the dwelling unit, the number of overnight occupants shall not exceed two persons per bedroom plus two additional persons per residence, but in no case shall exceed 15 overnight per total. Additional non-overnight guests are permitted up to the same amount as the occupancy limit. For example, a three-bedroom home could have up to eight overnight occupants and eight additional guests. Children three and under do not count against these numbers.

Sec. 102-B-8-1. General requirements.

(7) It shall be unlawful for any person to park an automobile or truck or any vehicle propelled by gasoline at any place on any street in the city where there is a yellow curb or a "No Parking" sign.

(8) Parking of a motor vehicle in front of or which blocks the entrance to a public alley or public or private driveway is prohibited.

(9) In order to provide for safe sight distance, it shall be unlawful to park a motor vehicle within up to thirty (30) feet on either side of the entrance to a public or private driveway. The area upon which parking is prohibited shall be clearly marked by a yellow stripe along the curb. The zoning administrator is hereby granted the discretion to determine the distance from the entrance to the driveway upon which parking shall be prohibited in order to protect appropriate sight distance up to and including a distance of thirty (30) feet.

Sec. 102-B-8-6. Parking lot standards.

(4) All off-street surface parking lots shall:

(h) Be designed to facilitate safe and convenient use by pedestrians; **end**

(i) Provide safe pathways from aisles of parking to the nearest building entrance and to the adjacent sidewalks for parking areas with more than 50 parking spaces. Such pathways shall be at least five feet wide and consist of pathways constructed of pavers or other contrasting material;

(j) All parking areas shall be paved with asphalt, concrete, similar smooth material, or pervious materials as approved by the zoning administrator.

(k) All paved areas shall be of sufficient size and strength to support the weight of service vehicles and emergency apparatus.

(l) All parking spaces shall be provided adequate access by means of maneuvering lanes. Backing directly onto a street from an off-street parking space shall be prohibited.

(m) Adequate ingress and egress to the parking lot by means of clearly limited and defined drives shall be provided for all vehicles.

(n) All maneuvering lane widths shall permit one-way traffic movement, except that the ninety (90) degree pattern may permit two-way movement.

(o) Parking lots designed to accommodate 20 or more spaces should be designed with curb and gutter to protect landscaped areas, sidewalks, buildings or adjacent property from vehicles that might otherwise extend beyond the edge of the parking lot. The extent of curb and gutter shall be determined during the development plan review process.

(6) Shopping carts must be stored in designated and secured areas that do not obstruct the flow of vehicular or pedestrian traffic and that are not located in required yards, setbacks, or buffers.

Sec. 102-B-8-9. Parking for residential uses.

(5) No inoperable vehicle shall be permitted in any residential district for more than 14 days unless it is in an enclosed garage. All major repairs including but not limited to rebuilding engines, transmissions or heavy bodywork shall be in an enclosed garage or accessory building in residential districts.

(6) There shall be no parking on a residential street directly across from another vehicle already parked or within 50 feet of that vehicle.

(7) There shall be no on-street parking within any residential cul-de-sac.

(8) There shall be no on-street parking within 50 feet of a residential street intersection.

(9) There shall be no parking on a residential street facing in the direction of oncoming traffic.

(10) There shall be no parking on a residential street opposite a driveway.

Sec. 102-B-9-1. Provision of off-street loading.

(1) This section shall apply to all activities related to loading and unloading.

(d) Loading structures and bays. Loading structures and bays associated with loading areas shall have the following screening requirements ~~be either screened or placed upon a site in a manner that prohibits visibility of such areas from view from a public right-of-way.~~

(i.) Loading structures and loading areas, including waste grease containers, compactors and dumpsters, shall be screened and placed upon a site in a manner that prohibits visibility of such areas from a public right-of-way.

- (ii.) The enclosure shall be a minimum of eight (8) feet in height or two (2) feet taller than the highest point of the waste grease containers, compactors or dumpsters, whichever is greater.
- (iii.) The enclosure shall be constructed of material that is opaque and compatible with the design, materials and color selections used on the principal building. The building materials shall be masonry with metal framing. Where the interior of the dumpster enclosure will be visible from within or off-site, all unfinished surfaces on the interior of the dumpster enclosure shall be painted or stained black or dark brown.
- (iv.) The enclosure shall contain gates for access and security, which must be maintained in good working order and kept closed when the dumpster is not being used.
- (v.) Trash containment areas shall be placed in the rear or side yard and shall be located a minimum of five (5) feet from property lines.
- (vi.) Access to trash containment areas shall be provided via a paved, dust-free surface.
- (vii.) Temporary construction trash and recycling dumpsters, which are not enclosed, shall be permitted up until such time as the certificate of occupancy is issued.

Sec. 102-B-10-7. General sign requirements.

(13) Standard informational signs. Signs designed for temporary display and not permanently affixed to the ground that do not exceed an aggregate sign area of sixteen (16) square feet per lot in nonresidential districts and eight (8) square feet per lot in residential districts. Such signs shall have a maximum height of five (5) feet from ground level and be set back at least two (2) feet from any right-of-way.

Sec. 102-B-10-9. Standard informational sign.

In addition to any other sign authorized by this section, each lot zoned residential may contain no more than **one three (3)** standard informational signs. Provided, however, to the extent said sign is a commercial sign, the copy of the commercial sign shall be limited to commercial activities lawfully occurring on the premises as zoned. Examples of this allowed commercial sign category include real estate signs and signs regarding on-going home renovation or repair. Nothing contained in this section shall be construed to prohibit non-commercial speech to be included on such standard informational signs, wholly or partially, at the discretion of the sign owner.

DELETE THIS TABLE IN SEC 102-B-10-9

| Sign-Type | Maximum-Number | Maximum-Size | Maximum-Height | Minimum-Setback |
|-----------|----------------|--------------|----------------|-----------------|
|-----------|----------------|--------------|----------------|-----------------|

| | | | | |
|--|---|---|--|---|
| Project entrance sign (monument signs) | 1 per entrance if two-sided; 2 per entrance if placed on symmetrical structures | 40 square feet | 8 feet | 15 feet from the edge of the street, pavement or 2 feet behind the right-of-way, whichever is greater |
| Monument signs for permitted non-residential uses in lieu of project entrance sign | 1 per street frontage, up to maximum of 2 | 36 square feet per sign (up to 25% may be changeable copy) | 6 feet | 15 feet from the edge of the street, pavement or 2 feet behind the right-of-way, whichever is greater |
| Building signs for permitted non-residential uses | 1 per street frontage | 24 square feet in total per street facing wall for wall, awning, canopy signs | N/A | N/A |
| | | 16 square feet for projecting signs | | |
| Miscellaneous signs (Sec. 102-B-10-7(3)) | 2 per driveway | 6 square feet | 3 feet if within the setback; 6 feet if beyond the setback | N/A |

Sec. 102-B-10-11. Sign standards for CR-MX, G-B, and G-LI zoning districts.

In the CR-MX, G-B, and G-LI zoning districts, the following signs are permitted:

- (2) Freestanding signs are permitted on individual parcels subject to the following:
 - (a) One freestanding sign per street frontage.
 - (b) Maximum height. In CR-MX, G-B, and G-LI zoning districts, the maximum height is 15 feet.
 - (c) Maximum freestanding sign face area. In CR-MX, G-B, and G-LI zoning districts, the freestanding sign face area is 100 square feet.

Sec. 102-B-10-11.

CR-MX, G-B, and G-LI Districts Signage Table

| Sign Type | Maximum Number | Maximum Size | Maximum Height | Minimum Setback |
|---|--|---|--|--|
| Freestanding signs | 1 per street frontage, up to a maximum of 2 per property | Monument = 150 square feet per sign (up to 50% may be changeable copy, or, in the CR-MX, a changing sign) | Monument = 15 feet | 15 feet from the edge of the street pavement or 2 feet behind the right-of-way, whichever is greater; 50 feet from all other freestanding signs |
| | | Pole = 100 square feet per sign (up to 50% may be changeable copy, or, in the CR-MX, a changing sign) | G-B and G-LI Pole = 15 feet | |
| Building sign (wall, canopy, awning) | N/A | Single tenant: 10% of the area of the wall, up to 200 square feet | N/A | N/A |
| | | Multi-tenant: 10% of the front façade for each individual business | | |
| Projecting Signs | 1 per street facing storefront | 16 square feet | At least 8' clearance to bottom of sign | N/A |
| Gas canopy signs | 1 sign on each of 3 sides of the canopy | 20% of the area of the canopy wall | N/A | N/A |
| Special interstate signs CR-MX only) | 1 sign on a lot at least 0.75 of an acre and within 1,000 feet of the centerline of I-85 and within 1,500 feet of the centerline of Lafayette Parkway, Hamilton Road or Whitesville Road | 400 square feet | 75 feet | At least 10 feet but not more than 100 feet from I-85 R/W; At least 40 feet from all other property lines; At least 1,000 feet from all other freestanding signs |
| Miscellaneous signs | 2 per driveway | 6 square feet | 3 feet if within the setback; 6 feet if beyond the setback | N/A |

Sec. 102-B-12-4. Amendments, procedures, and standards.

(5) Notice of public hearings.

(a) Legal notice. Due notice of public hearings, pursuant to this section, shall be published in a newspaper of general circulation within the city. The legal advertisement shall be published prior to the date of each required public hearing. When the public hearing being advertised is to be held by the planning commission, the legal advertisement shall be published at least 30 days but not more than 45 days prior to the date of each required public hearing. When the public hearing being advertised is to be held by the **board of commissioners city council**, the

legal advertisement shall be published at least 15 days but not more than 45 days prior to the date of each required public hearing

(b) Signs posted. For an application to amend the official zoning map or comprehensive plan character area map, or a special permit, or a variance from the requirements of this zoning ordinance, the zoning administrator shall post a sign or signs prior to each public hearing required by this section. A sign shall not be required for amendments to the text of the zoning ordinance, nor for amendments to the zoning map initiated by the city council. When the posted sign is for a public hearing being advertised is to be held by the planning commission, the sign shall be posted at least 30 days but not more than 45 days prior to the date of each required public hearing. When the posted sign is for a public hearing being advertised to be held by the **board of commissioners city council**, the sign shall be posted at least 15 days but not more than 45 days prior to the date of each required public hearing.

Sec. 102-B-12-4. Amendments, procedures, and standards.

(8) *Action by planning commission.* In making a recommendation on a proposed amendment to the comprehensive plan character area map or to the official zoning map, a special permit, or a text amendment, the planning commission shall review and consider the application and materials of record, the findings and recommendations of the zoning administrator and the applicable standards in subsection (7) of this section.

(c) *Time limit.* The planning commission shall have 60 days from the date of receipt for a proposed amendment from the zoning administrator within which to forward its report and recommendation to the city council, which shall be done at the next regular meeting of the city council following action of the **board planning commission**. If the planning commission shall fail to file such report and recommendation within the 60-day period, it shall be deemed to have given a recommendation of "approval" on the proposed amendment.

Sec. 102-B-12-7. Special use permits.

(6) *Action by the planning commission.*

(a) The secretary shall provide the members of the planning commission complete information on each proposed application for a special use permit, which the **board planning commission** considers including a copy of the application and supporting materials, and the written report of the zoning administrator applying the required criteria in subsection [102-B-12-6\(5\)](#) and the supplemental regulations of article VII of this subchapter, where applicable, to each application.

Sec. 102-B-12-9. Variances.

(9) *Action by the planning commission.*

(a) The secretary shall provide the members of the planning commission complete information on each proposed application for a variance, which the **board planning commission** considers including a copy of the application and supporting materials, and the written report of the zoning administrator applying the required criteria in subsection (8) of this section to each application.

Sec. 102-B-12-10. Appeals to the planning commission.

- (1) *Decisions of the board planning commission.* Following the consideration of all testimony, documentary evidence and matters of record, the planning commission shall make a determination on each appeal. The **board planning commission** shall decide the appeal within a reasonable time but, in no event, more than 45 days from the date of the initial hearing. An appeal may be sustained only upon an expressed finding by the planning commission that the administrative official's action was based on an erroneous finding of a material fact or a misinterpretation of a regulation of this Code.

Sec. 102-B-12-11. Appeals from decisions of the planning commission.

- (2) *Notice to the board planning commission.* In any such petition filed, the secretary of the planning commission shall be authorized to acknowledge service of a copy of the petition and writ for the planning commission. Service upon the city as defendant shall be as otherwise provided by law. Within the time prescribed by law, the planning commission shall cause to be filed with the county superior court a duly certified record of the proceedings before the planning commission, including a transcript or detailed minutes of the evidence heard before it, and the decision of the planning commission.

SUBCHAPTER 102-C

- Yellow highlights indicate proposed revisions
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- **Bold** text indicates proposed new text

Sec. 102-C-2-3. Minimum requirements for erosion, sedimentation and pollution control using best management practices.

(2) Minimum requirements/BMPs.

(d) The building official may require, in accordance with regulations adopted by the **beard city council**, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.

Sec. 102-C-2-3. Minimum requirements for erosion, sedimentation and pollution control using best management practices.

(3) The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. § 12-7-1 et seq. for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the Manual for Erosion and Sediment Control in Georgia published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

(p) There is established a 50-foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to O.C.G.A. tit. 12, ch. 5, art. 2, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25-foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the **beard city council**, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The building official may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

Sec. 102-C-7-4. Collection.

(6) All businesses must provide outdoor garbage containers that are made of metal and specifically manufactured for outdoor use. The containers must not detract from the overall appearance of the property or surrounding properties and should not draw attention to the

garbage container. Garbage containers must be of the size and count that can accommodate the garbage generated by that business. Garbage containers must be emptied every day. If a business is situated within a plaza of businesses (or strip mall), each individual business should have its own exterior trash can to help minimize the loose trash that scatters in and around the parking areas.

Sec. 102-C-7-6. Open Burning.

(2) See Chapter 54 – Offenses and Miscellaneous Provisions for additional provisions regarding Open Burning.

Sec. 102-C-8-2. Applicability.

(2) All properties must keep required landscaping areas and elements in good health and condition. Dead plants, grasses, or trees must be removed and replaced with healthy growth. Shrubs, trees, leafy growth, grasses, and the like must be kept trimmed as not to impair public right of way, public navigation, or visibility.

Sec. 102-C-8-21. Buffers.

| Adjacent Parcel Zoning | Zoning of Parcel to be developed, redeveloped or expanded | | | | | |
|------------------------|---|-------|--------------|--------|--------|-------------------|
| | G-B, G-LI | DT-MX | CR-MR, CR-MX | TN-MX | TN-R | ES-SR, SU-R, G-RL |
| ES-R, SU-R, G-RL | Type D | None | Type C | Type B | Type A | None |
| TN-R | Type D | None | Type C | Type A | None | Type A |
| TN-MX | Type D | None | Type C | None | None | Type A |
| CR-MR, CR-MX | Type B | None | None | Type A | None | Type B |
| DT-MX, G-B, G-LI | None | None | None | None | None | Type A |

Sec. 102-C-9-4. Plat approval.

After this article shall have been put into effect, any subdivision that fails to meet the requirements of this article shall be disapproved by the planning commission (minor subdivision) or city council (major subdivision). The review and approval process will be as provided in the Plan Approval Chart.

| PLAT APPROVAL CHART | MINOR SUBDIVISIONS | | MAJOR SUBDIVISIONS | |
|----------------------|--------------------|-------------------|--------------------|-------------------|
| | Preliminary Plat | Final Plat | Preliminary Plat | Final Plat |
| Zoning Administrator | Review + Approval | Review | Review + Approval | Review |
| Planning Commission | Review | Review + Approval | Review | Review |
| City Council | Review | Review | Review | Review + Approval |

Sec. 102-C-9-8. Application for preliminary plat approval.

- (1) A preliminary plat shall not be required for a minor subdivision. The subdivider may apply directly for final plat approval.
- (2) For a major subdivision, following the preapplication review, the subdivider or his agent shall submit to the city:
 - (a) The preliminary plat which shall meet the requirements of section 102-C-9-9.
 - ~~(b) A preliminary plat filing fee as established by the city council.~~

Sec. 102-C-9-10. Information to be provided on preliminary plat.

The preliminary plat shall contain the following information:

(32) Preliminary ~~tree management plan~~ information indicating an understanding of the applicable UDO requirements for tree plantings, tree preservation, tree management, and tree removal.

(34) ~~Demonstration Acknowledgement~~ of HOA responsibility for maintenance of lawns, open spaces, sidewalks, streetlights, and all infrastructure.

Sec. 102-C-9-52. Thoroughfare specifications.

Street Thoroughfares Table

| Thoroughfare Elements | Lane | Alley | Road | Residential Street | Non-residential Street | Residential Avenue | Non-Residential Avenue |
|------------------------------|--------|---------|---------|--------------------|------------------------|--------------------|------------------------|
| Design Speed (max) | 10 MPH | 10 MPH | 35 MPH | 25 MPH | 25 MPH | 30 MPH | 30 MPH |
| Number of Travel Lanes | 1 or 2 | 2 | 2 | 2 | 2 | 4 | 6 |
| Pavement Width (min/max) | 8'/24' | 20' | 24'/30' | 24'/50' | 24'/50' | 48'/85' | 60'/115' |
| Right-of-Way Width (min/max) | 8'/24' | 10'/20' | 24'/40' | 34'/60' | 44'/60' | 68'/105' | 80'/135' |
| Compacted subgrade | 12" | 12" | 12" | 12" | 12" | 12" | 12" |

| | | | | | | | |
|------------------------------------|-------------|-------------|-------------|-------------------|-------------------|-------------------|-------------------|
| Graded aggregate base | 6" | 6" | 6" | 6" | 8" | 10" | 10" |
| Asphalt base course | - | - | - | - | - | 3" | 3" |
| Asphalt binder | 2" | 2" | 2" | 2" | 2" | 2" | 2" |
| Asphalt surface | 1.5" | 1.5" | 1.5" | 1.5" | 1.5" | 1.5" | 1.5" |
| Parking Lane Allowance | Not allowed | Not allowed | Not allowed | Yes on both sides | Yes on both sides | Yes on both sides | Yes on both sides |
| Curb Requirement | No | No | No | Yes | Yes | Yes | Yes |
| Curb and gutter | 24" | 24" | 24" | 24" | 24" | 30" | 30" |
| Street Tree Zone Requirement (min) | No | No | No | 5' on both sides | 5' on both sides | 5' on both sides | 5' on both sides |
| Sidewalk Requirement (min) | No | No | No | 5' on both sides | 5' on both sides | 5' on both sides | 5' on both sides |

Sec. 102-C-10-3. Building codes adopted.

(3) Unsafe electrical systems or equipment.

- (a) Electrical systems or equipment regulated by this article which are unsafe, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this section, unsafe. Use of electrical systems or equipment regulated by this article constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use.**
- (b) Unsafe electrical systems or equipment are declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the**

procedures set forth in this article. The building official may institute other appropriate action to prevent, restrain, correct or abate the violation.

Sec. 102-C-10-23. Burned structures

- (1) Whenever any building or structure is partially burned, the owner or person in control shall, within 30 days after completion of the scene investigation by the fire department or insurer of the property, remove from the premises all refuse debris and all charred and partially burned lumber and material. If such building or structure shall be burned to such extent that it is rendered incapable of being repaired, the owner or person in control shall within 60 days after completion of the scene investigation by the fire department or insurer of the property, remove from the premises all the remaining portion of the building or structure. If the building or structure is to be repaired, a permit shall be obtained and work shall begin within 60 days after completion of the scene investigation by the by the fire department or insurer of the property and shall be completed within 180 days from the date a permit is obtained.
-

Sec. 102-C-10-23. Boarded-up structures.

- (1) No person, firm, association or corporation shall erect, install, place, or maintain boards over the doors, windows or other opening of any building or structure or otherwise secure such opening by a means other than the conventional method used in the original construction and design of the building or structure without first obtaining a valid boarding-up permit in accordance with this section. Any properties with boards existing at the time of the adoption of this section will have 60 days from the date of the adoption of this section to submit an application to the zoning administrator for a permit to continue to board.
- (2) The zoning administrator may issue a boarding-up permit only upon satisfaction of the following conditions:
 - (a) Submission of a written application by the owner of the property or his authorized representative, including the following information:
 - i. Name, address and telephone number of the owner;
 - ii. Name, address and telephone number of any local agent of the owner;
 - iii. Tax parcel identification number of the premises on which the structure is situated;
 - iv. Common address of the structure;
 - v. Other information as may be required by the zoning administrator.
 - (b) Payment of the required fee by the owner of the property or an authorized representative.
 - (c) Submission of a written statement or plan by the owner of the property or an authorized representative specifying:
 - i. Length of time the owner expects the boarding-up to continue;
 - ii. Proposed plan to secure or board up the structure, including a detailed description regarding the manner and materials.
 - iii. Proposed maintenance plan detailing the monitoring and maintenance of the structure and premises in conformance with this subchapter.

- (d) The city may conduct an inspection of the subject property to ensure that the structure is boarded up in accordance with the plan approved by the zoning administrator.
- (3) A boarding-up permit issued pursuant to this section shall authorize the boarding-up or other securing of a building or structure for a period of six months and may not be renewed except as in subsection (4) below.
- (4) An owner of a property desiring to continue to board a property beyond the six-month term must submit a renewal application to renew the boarding-up permit for an additional 3 months from the expiration of the registration subject to all of the following conditions:
 - (a) The owner shall submit a detailed plan for correction, repair or rehabilitation of violations of state or local building and housing standards and for the securing of the doors, windows, and other openings by the conventional method used in the original construction and design of the building or structure or, alternatively, a detailed plan for the sale of the property to another person or entity with provision in the sale of correction, repair or rehabilitation. The owner may also choose to demolish the structure(s) and submit a timeline for doing so.
 - (b) The owner shall submit a timeline for applying for appropriate permits for such work and for completing such work prior to the expiration of the renewal permit or alternatively, a timeline for the sale of the property;
 - (c) The renewal permit may be revoked by written notice of the building official if the owner fails to comply with the plan for such work or fails to conform to the timeline submitted.
- (5) No boarding-up permit shall be required to board-up a building for up to 30 days in the event of a temporary emergency situation, including but not limited to damage caused by vandalism, theft or weather. In the event an emergency situation requires a building or structure to be boarded-up for more than 30 days, the owner of the building or structure or his authorized representative must obtain a valid building permit for repair or a valid boarding-up permit in accordance with this section.
- (6) The boarding of doors, windows, or other openings of any building or structure or any means of securing such openings, other than by the conventional method used in the original construction and design of the building or structure, shall be according to the specifications approved under the permit. All boarded openings shall be painted with a minimum of two coats of exterior paint, which is of a color compatible with the exterior color of the building or structure.
- (7) Any structure which is boarded shall be in compliance with all applicable codes and ordinances of City of Hogansville.
- (8) Any structure which is boarded up shall be posted with the name, permit information, and 24-hour contact phone number of the local agent.
- (9) It shall be unlawful for an owner to board up a building in a manner that does not comply with the department's guidelines unless the owner has obtained the department's prior written approval for an alternative method of boarding up a building.

Whenever any building or structure is partially burned, the owner or person in control shall, within 30 days after completion of the scene investigation by the fire department or insurer of the property, remove from the premises all refuse, debris, and all charred and partially burned lumber and material. If such building or structure shall be burned to such an extent that it is rendered incapable of being repaired, the owner or person in control shall, within 60 days after completion of the scene investigation by the fire department or insurer of the property, remove from the premises all the remaining portion of the building or structure. If the building or structure is to be repaired, a permit shall be obtained and work shall begin within 60 days after completion of the scene investigation by the fire department or insurer of the property and shall be completed within 180 days from the date a permit is obtained.

SUBCHAPTER 102-D

- Yellow highlights indicate proposed revisions
- Red ~~crossed-out~~ text indicates proposed deleted text
- **Bold** text indicates proposed new text

The following definitions should be added in alphabetical order to Sec. 102-D-1-2.

Sec. 102-D-1-2.

Blighted property. Areas of properties, buildings, or structures with litter, debris, tires, car parts, mattresses, discarded food, animal excrement, discarded building materials, dumped materials, fallen limbs, or dead plants, grasses, or trees.

Extended-stay hotels/motels. A hotel or motel ~~containing ten or more sleeping rooms used for temporary occupancy of transients and containing cooking facilities in more than 50 percent of the individual rooms~~ consisting of one or more buildings, with more than five dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay: To persons for non-transient extended stays or stays longer than 30 days, regardless of the presence of rentals or leases for shorter periods of time; or for stays longer than 15 days in rooms equipped with kitchen facilities.

~~*Industrial use(s).* The uses listed as industrial uses in section 102-B-6-1, Table of permitted and prohibited uses.~~

Light Industrial use(s). The uses listed as industrial uses in section 102-B-6-1, Table of permitted and prohibited uses.

Non-traditional tobacco paraphernalia. Non-traditional instruments designed so to facilitate the smoking, consumption or ingestion of tobacco or nicotine in any form (such as bongs, hookah pipes, or faux jewelry, bracelets, or necklaces commonly associated with tobacco, vaping, or drug use, with one purpose of such items being the inhalation or ingestion of tobacco or drugs); provided, however, that the term "non-traditional tobacco paraphernalia" shall exclude alternative nicotine products, cigarette papers or wrappers, blunt wraps, traditional tobacco pipes (such as brand names Briar and Meerschaum), holders, cigarette rolling machines, or other products, devices, or substances used for the purpose of making tobacco cigarettes.

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



Lisa Kelly, City Manager
Alex Dixon, City Attorney

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

September 9, 2024

RE: Qualified Bids for *per tonnage pricing* – patching and paving repairs to a portion of City streets

BID NOTICE

The City of Hogansville is seeking qualified *per tonnage pricing* to patch and pave approximately 30 areas throughout the western portion of the City created by failing utility patches or asphalt degradation. Patches will consist of cut out and removal of existing patches, concrete, or asphalt and replace with standard shaping asphalt patches at 3"- 4" thicknesses. Asphalt mix to be 12.5mm SP for patching. Overlays to be 1.5" with milled tie-ins for smooth transition.

Contractor is responsible for proper disposal of all waste materials.

Pricing should be inclusive of traffic control and mobilization.

Approved work hours are Monday through Saturday 8am-5pm.

Hogansville is flexible with date ranges for construction of asphalt patches but will require a contract to specify a completion period.

Areas and sizes are approximate and should not be considered without physical inspection. Patch areas include but are not limited to:

- College Ave– 12 various patches & repairs
- Askew Ave – 25 various patches & repairs
- Green Ave – 4 various patches
- Marshall Ave – 2 utility patches
- Baugh Ave 4 road edge repairs
- Royal Ave – 4 road edge repairs
- White Ave – 1 utility patch
- Whaley Ave – 7 various patches/repairs/milling
- Church St – 14 various patches/utility repairs, road edge failure
- Johnson St – 80' re-define curbing/ 4 pavement failure
- Greenough St – 2 utility patches
- Granite St – 6 various patches & repairs
- International St – 9 various patches & repairs/ asphalt thinning/road edge
- Commerce St – 150' milled edge failure
- Scott St – 6' curb sinking edge of road

- Lincoln St – 5 various repairs/edge of road/curb sinking
- Collier St – 2 utility patch failure/road edge failure
- Elm St & 29 – 1 patch and repair
- East Boyd & 29 - 1 patch and repair

Sealed bids are due October 10, 2024 at 2pm and must be delivered to:

Hogansville City Hall
111 High Street
Hogansville, Ga. 30230

Bid packages should be clearly marked with project name PAVEMENT PATCHING, Attention: City Manager.

Please include two copies of bid proposal and a bid bond at 2 times value of proposal.

No addendums should be necessary but if questions arise, please submit to lisa.kelly@cityofhogansville.org no later than 5pm on September 24, 2024.

John's Trucking

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



Pavement Patching

☐ INVOICE ☒ PROPOSAL

Date: 10 October 2024

CONTRACTOR/CLIENT

Name: City of Hogansville Attn: City Manager

Address: 111 High St Hogansville, Ga 30230 Start Date: TBD

Phone: 706-637-8629 Completion Date: TBD

From: CWM To: City of Hogansville - various locations

Material: Asphalt

Number of Loads: _____ Tonnage: _____

1. John's Trucking will repair Pavement Patchings as outlined to include cutting out
2. and removal of existing patches, concrete or asphalt and replace with standard
3. shaping Asphalt, and proper disposal of all waste materials.
4. Asphalt is \$82.00 per ton. Specific price per tonnage can only be determined once
5. work has been started due to various sizes and depths of patches.
6. If awarded the project the Bid Bond will be submitted at \$176,910.00

TOTAL COST \$ 88,455.00

TERMS:

Advance: _____

Draw: THANKS!!!!

Final Payment: _____

RATE OF WORK:

☐ Hourly

☒ B.T. Job

4 HOUR MINIMUM

MISCELLANEOUS WORK:

☐ Dump

☐ Spread

☐ 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 C. Patterson
John's Trucking Authorized Signature

Customer's Signature



Piedmont Paving, Inc.

1226 Highway 16 East, Newnan, Georgia 30263
Phone: 678-423-0586 Fax: 678-423-0588

PROPOSAL AND CONTRACT

| | | |
|--|--|--|
| <u>Submitted To:</u> City of Hogansville Attn.: Lisa Kelly | <u>Project Name:</u> 2024 Pavement Patching <u>Project Location:</u> Hogansville, Georgia | <u>Date:</u> 10/10/2024 <u>Proposal No:</u> 8543 <u>Estimator:</u> Andrew Trammell |
|--|--|--|

Piedmont Paving, Inc., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the above referenced project:

ITEM

UNIT PRICE

1. Asphalt Patching and Overlay

\$497.00 / TON

Includes: Removal / disposal of asphalt, tack, Asphalt (placed and compacted. Mill butt joints for overlay per list provided by City.

General Notes:

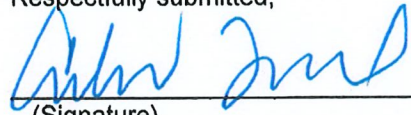
1. One mobilization is included. Add \$2,500 for each additional move in.
2. Erosion control, sediment control and associated "Best Management Practices" are included and maintenance shall be the responsibility of others once we demobilize.
3. Pricing is based upon current material costs which are subject to change. Although we do not anticipate a significant change, Piedmont Paving has no control over the cost of asphaltic concrete paving material. In the event material unit costs change (up or down) from what is included in the estimate for this work, Piedmont Paving, Inc. will provide documentation to prove the difference in cost and adjust the invoice for that difference.
4. Drainage of the pavement surface is not guaranteed where the design slope is less than one percent.
5. Pavement lift thicknesses are based on a tolerance of $\frac{1}{2}$ " for G.A.B. and $\frac{1}{4}$ " for each lift of asphalt.

Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates and that payment shall be made at the stated unit prices on the actual field measured quantities of work performed by the Company and determined upon completion of work.

If the foregoing meets with your acceptance, kindly sign below and return this proposal. Upon its receipt it is understood that the foregoing, including the terms and conditions set forth on the following page(s), will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof but may be accepted at any later date at the sole option of the Company.

Respectfully submitted,


(Signature)

Andrew Trammell – Vice President
(Printed Name and Title)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Piedmont Paving, Inc.
1226 Highway 16 E
Newnan, GA 30263

OWNER:

(Name, legal status and address)

City of Hogansville
111 High Street
Hogansville, GA 30230

SURETY:

(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

PROJECT NAME: PAVEMENT PATCHING -- Patch and pave approximately 30 areas throughout the western portion of the City created by failing utility patches or asphalt degradation. Patches will consist of cut out and removal of existing patches, concrete, or asphalt and replace with standard shaping asphalt patches at 3 - 4" thicknesses. Asphalt mix to be 12.5mm SP for patching. Overlays to be 1.5" with milled tie-ins for smooth transition.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be considered as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of October, 2024


(Witness) Melissa Mize

Piedmont Paving, Inc.

(Principal)

(Seal)

By: 

(Title) Andrew Trammell Vice President

Amerisure Mutual Insurance Company

(Surety)

(Seal)

By: 

(Title) Felisa H. Vaughan Attorney-in-Fact


(Witness) Brian E. Madden





AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Felisa H. Vaughan**

Bid Bond

Piedmont Paving, Inc.

City of Hogansville

McGriff Insurance Services, LLC

of _____, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company



By:

Michael A. Ito, Senior Vice President Surety

By:

Arnon Green, Vice President Surety

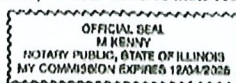


IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Illinois
 County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Arnon Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spande, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of October, 2024

Christopher M. Spande
 Christopher M. Spande, Chief Financial Officer & Treasurer



Bid recvd. by email after 2pm



10 Wayne Davis Drive, Tallapoosa, GA 30176

Phone: (770) 574 2326

FAX: (678) 573 3303

Date: 10/10/2024

Customer: CITY OF HOGANSVILLE

Customer ID: C-43529

Attn: LISA KELLY

Contact Email: LISA.KELLY@CITYOFHOGANSVILLE.ORG

Phone: 706-637-8629

Project name: PATCHING & PAVING
REPAIRS-HOGANSVILLE

Quote ID: Q-1318 - 1

Project Start Date: 11/01/2024

Project End Date: 01/31/2025

Delivery Add: 401 E Main St,
Hogansville, US-GA, 30230

Terms:

| Product Description | UOM | Quantity | Price |
|--|----------|----------|----------|
| 30A91 - 3000 PSI AIR | cu yds | 20 | \$178.00 |
| STANDARD PRODUCTS | | | |
| FIBERR - CONCRETE FIBERS | per c/yd | 1 | \$5.00 |
| 8-PPG - PUMP PRIME GROUT | cu yds | 1 | \$300.00 |
| ICELB - ICE PER POUNDS | pounds | 1 | \$1.10 |
| HCA - HYDRATION CONTROL ADMIX | cu yds | 1 | \$7.00 |
| 1ACC - 1% CALCIUM CHLORIDE | cu yds | 1 | \$4.00 |
| 2ACC - 2% CALCIUM CHLORIDE | cu yds | 1 | \$8.00 |
| 1NCA - 1% NONCHLORIDE ACCELERATOR | cu yds | 1 | \$10.00 |
| 2NCA - 2% NONCHLORIDE ACCELERATOR | cu yds | 1 | \$20.00 |
| WATERHEX - WATER-HEATED | per c/yd | 1 | \$6.00 |
| MRP - MID RANGE PLASTICIZER | cu yds | 1 | \$4.00 |
| HRP - HIGH RANGE PLASTICIZER | cu yds | 1 | \$8.00 |
| 1RET - 1% RETARDER | cu yds | 1 | \$3.00 |
| 2RET - 2% RETARDER | cu yds | 1 | \$6.00 |
| SURCHARGES PRODUCTS | | | |
| EC - ENVIRONMENTAL CHARGE-PER LOAD | per load | 1 | \$10.00 |
| FS - FUEL SURCHARGE | per load | 1 | \$15.00 |
| MINLD-2 - Minimum load (under 6 yards) | each | 1 | \$100.00 |

Salesperson: Jason Moore

Phone: 770-296-0531

Email: jmoore@waynedavisconcrete.com



10 Wayne Davis Drive, Tallapoosa, GA 30176

Phone: (770) 574 2326

FAX: (678) 573 3303

NOTE

¹**FUEL SURCHARGE SUBJECT TO CHANGE BASED ON THE MARKET PRICE¹*

¹**IN THE EVENT THAT FLYASH IS NOT AVAILABLE, STRAIGHT CEMENT MIXES WILL BE SHIPPED AND WILL INCUR A \$ 4.00 PER CUBIC YARD PRICE INCREASE¹*

Additional Terms

Mixes quoted are plant standard mixes; Slump 3- 5; Max Coarse Agg Size 57/67 , unless otherwise specified. We do not guarantee temperature control of concrete unless specific provisions are made beforehand. Price subject to change upon receipt of specifications or additional information. This proposal is subject to the terms and conditions stated. Price quoted based on information available.

Prices quoted are based on delivery and placement during normal business hours Monday-Friday 7:00am - 5:00pm. GA Sales and Local Taxes to be added. This quotation is void unless accepted within 30 days from the date hereon. Stone prices are net/delivered to the job site, no discount applies to these items.

Customer name: _____

Customer signature: _____

Date: _____

Salesperson: Jason Moore

Phone: 770-296-0531

Email: jmoore@waynedavisconcrete.com

TERMS AND CONDITIONS

1. **Acceptance.** Acceptance of Buyer's Order is expressly subject to Seller's terms and conditions of sale, which shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding upon Seller unless accepted by an officer of Seller in writing. If the terms and conditions contained herein differ in any way from the terms and conditions of Buyer's order, this proposal shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Buyer assents to the terms and conditions contained herein. If there has been no offer by Buyer, then this proposal is issued on the condition that the Buyer assents to all of the terms and conditions of this proposal. Assent by Buyer shall occur if the Buyer executes this proposal, requests goods, directs Seller to begin to fill its order, or fails to object in writing within three (3) days from the date of receipt of this proposal. The terms and conditions contained in this proposal shall constitute the complete and exclusive statement of the terms of the agreement between Seller and Buyer, it being intended by the parties that this proposal sets forth the entire agreement between the parties hereto as to purchase of the goods (hereinafter referred to as the "Materials," i.e., "ready mix concrete" and/or "grout") described herein-except, if there is an executed business credit application, such terms shall also apply.
2. **Hot Ice and Delivery.** Seller will take reasonable steps to deliver ready mix concrete and grout to the locations at the times and quantities requested by Buyer, provided Buyer schedules with Seller the deliveries not less than twenty-four hours in advance of the requested deliveries. Seller is authorized to make deliveries requested by Buyer's personnel and agents, including its purchase managers, project managers, superintendents, foremen, builders, subcontractors and concrete places and finishers. Under no circumstances shall Seller have any liability whatsoever resulting from delay regardless of the reasons. Partial deliveries may be made, and Buyer will be charged for each delivery request and will not be entitled to a credit unless the delivery is cancelled prior to the batching and loading operations occurring.
3. **Ready Mix Concrete/Grout.** Seller has available some standard concrete and grout mixtures. Information on these mixtures is available at the offices of Seller or upon request. If Buyer desires a different mixture it will need to provide in writing the design and proportioning of the mixture to Seller, specifying materials readily available to Seller, and Seller will assign a unique mix code name for the concrete or grout mixture.
4. **Inspection.** Buyer shall inspect the Materials (i.e., the ready mix concrete and/or grout) at the time of delivery, and failure of Buyer to identify and notify Seller's home office of any and all suspected or known defects and/or nonconformities, in addition to noting such on the delivery ticket, shall be an unqualified acceptance of the Materials.
5. **Pricing.** The prices are based upon current costs and conditions. Also, pricing is based upon delivery locations being within 25 miles of Seller's concrete plants and deliveries occurring during normal operating hours (7 a.m. to 6 p.m.), Monday through Friday, excluding federal and state holidays. Prices for overtime, weekends, holidays and deliveries in excess of 25 miles are available upon request; otherwise, the prices shall be increased by a 40% surcharge per cubic yard. Also, a unit price will be set by Seller for any different concrete and grout mixtures, upon receipt by Seller of the design and proportioning of the concrete or grout mixture provided by Buyer. All sales and use taxes shall be in addition to the pricing. The prices do not include cost of inspection or tests.
6. **Warranty and Limitation of Liability.** Seller warrants that the concrete and grout mixtures, when sampled and tested by Buyer, will meet the 28-day strengths, provided the concrete mixtures are sampled and tested in accordance with ASTM C172 and ASTM C31 and the grout mixtures are sampled and tested in accordance with ASTM C1019, by a certified American Concrete Institute Grade 1 Concrete Field Testing Technician.

Seller does not warrant or warrant that the ready mix concrete or grout shall be (a) in compliance with applicable building codes, (b) in compliance with any specifications, or (c) sufficient for any conditions. Buyer shall be solely responsible for verifying and obtaining approval that the ready mix concrete or grout mixes are in full compliance with (a) all applicable building or similar codes, (b) all applicable contract documents, including specifications, and (c) are fit for their intended purpose(s), including any condition.

SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF SELLER, EXPRESS OR IMPLIED, IN FACT OR IN LAW, ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

This warranty shall constitute Buyer's sole and exclusive remedy and Seller's sole and exclusive liability. Seller's liability to Buyer arising out of the manufacturing or delivery of the Materials, whether based on warranty, contract, negligence (including strict liability) or otherwise, shall not (in any case) exceed the cost of correcting defects in the Materials, but shall, in all events, be limited to the purchase price of the Materials.

Seller does not warrant and shall have no liability for any ready mix concrete or grout that has materials or water added to it by or at the direction or request of Buyer's personnel and agents.
7. **Additional Charges.** Seller may charge Buyer an hourly unloading fee of \$120 should any delivery truck not be unloaded within sixty (60) minutes after arriving at the place of delivery jobsite. Seller may also charge an additional load charge of \$100 for each ready mix concrete truck hauling less than six (6) cubic yards of ready mix concrete or grout.
8. **Unloading.** Buyer shall provide suitable roadways and approaches to points of delivery beyond the public roads. Buyer shall provide safe areas for the ready mix concrete trucks to be unloaded as well as provide adequate locations where Seller may washout and clean delivery trucks to avoid tracking mud, dirt, rocks, debris or concrete onto public roads. Buyer shall be responsible for all liability for damage to sidewalks, driveways, other property, and person incurred as a result of deliveries beyond the curb line. Buyer shall pay for any wrecker or similar charges associated with getting the delivery truck into and out of the jobsite or delivery location.
9. **Payment.** Buyer shall make payment within fifteen (15) calendar days of the batching and loading of each concrete ready mix truck. If requested, Seller will provide an applicable lien waiver in exchange for contemporaneous payment. There shall be no recoupment or setoff or other condition precedent of payment.
10. **Interest and Collection.** Any payment not made when due shall be subject to a charge of one and one-half percent (1-1/2%) finance charge per month or the highest allowed finance charge, whichever is less, on the unpaid balance. Buyer shall pay all costs and expenses incurred in collecting sums due or owing, including court or arbitration fees and costs, attorneys' fees, and expert witness fees, arising before, during, or after trial, including any costs, attorneys' fees, or expenses incurred in any appeal therefrom.
11. **Insurance.** Seller shall be only obligated to obtain and maintain the minimum insurance requirements as mandated by the State of Georgia.
12. **Shipments Subject to Payment.** If Buyer fails to make full and timely payments on this or any other agreement between Buyer and Seller in accordance with Seller's terms, Seller may defer further deliveries of Materials until such payments are made, or may, at its option, cancel in whole or part any further deliveries.
13. **Credit Approval.** The sale and delivery of Materials shall at all times be subject to the approval of Seller's management and Seller may at any time decline to make any delivery of Materials except upon receipt of payment or upon terms and conditions or security satisfactory to Seller's management.
14. **Indemnification.** To the fullest extent permitted by law, Buyer shall defend, indemnify, and hold Seller and its officers, directors, employees and agents wholly harmless from any claims, demands, liabilities, damages, costs, suits by any person or persons, losses, and expenses, including attorneys' fees, arising out of or resulting from the execution of or in connection with the sale, delivery and use of the Materials, including liability for any negligence of a party indemnified hereunder, provided the negligent act was not the sole negligence of a party indemnified hereunder.
15. **Waiver, Alteration or Modification.** No waiver, alteration, or modification of these terms and conditions shall be binding on Seller unless in writing and signed by an officer of Seller.
16. **Notice of Commencement/Payment Bond.** In the event Materials are supplied to a construction project for which either a notice of commencement has been filed or posted or for which a payment bond had been provided, then Buyer shall, within ten (10) days of the first delivery of the Materials, provide to Seller a copy of the notice of commencement and payment bond.
17. **Applicable Law.** This Agreement is made in and shall be governed by the laws of the State of Georgia, without giving effect to the conflict of law's provisions of the laws of the State of Georgia.
18. **Disputes.** At the discretion and sole election of Seller, Seller may require that any controversy, dispute or claim, of whatever kind, arising out of or relating to the sale, delivery or use of the Materials, be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of the sale, delivery or use of the Materials shall be brought, maintained and administered in Haralson County, Georgia. Should Seller be successful, in whole or part, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to recover its litigation or arbitration expenses, including expert and attorneys' fees, as well as any expenses incurred in any appeal therefrom. Any controversy, dispute, or claim that Buyer may have against Seller must be initiated no later than one (1) year after the Materials were delivered. Any judgment or arbitration award entered in favor of Seller shall bear interest at the rate of 18% per annum, until paid in full, in lieu of the statutory rate of interest.
19. **Force Majeure.** In the event of war, flood, strike, labor trouble, accident, riot, act of government authority, terrorism, explosion, embargo, civil or military authority, changes in market conditions relating to costs or availability of raw materials, commercial impracticability, or contingencies beyond the control of Seller interfering with or affecting the production or transportation of the Materials or with the supply of any raw material used in connection therewith, Seller may, at its option, cancel, in whole or part, any unshipped balance of the Materials.