



City of Hogansville
City Council
Work Session Meeting Agenda

Monday, November 18, 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. Engineering Services Agreement – Turnipseed Engineers – CDBG 2024
3. Termination of Agreement with Visit LaGrange, Inc.

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

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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
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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.

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
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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; **and**

(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
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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-II 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 **board 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 **board 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.

- (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.

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.**

AGREEMENT

PART I - ENGINEERING SERVICES

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

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

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

SECTION 1 – PRELIMINARY ENGINEERING REPORT

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

END OF SECTION 1

SECTION 2 - BASIC SERVICES OF THE ENGINEER

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

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

B. Final Design Phase

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

C. Bidding or Negotiating Phase

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

D. Construction Phase

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

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

E. Periodic Construction Observation

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

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

END OF SECTION 2

SECTION 3 - ADDITIONAL SERVICES

A. Court Appearance

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

B. Changes in Design

Any changes in design requested by the OWNER.

C. Easements (If Applicable)

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

D. Environmental Studies, Reports and Permitting

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

E. Topographic Survey

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

F. NPDES Stormwater Permitting and Monitoring Plan

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

END OF SECTION 3

SECTION 4 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

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

SECTION 5 - PAYMENT TO THE ENGINEER

A. Payments for Services of the Engineer

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

Total construction cost times 9.0%

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

Total construction cost times 3.0%

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

B. Methods and Times of Payment

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

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

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

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

END OF SECTION 5

SECTION 6 - TIME OF PERFORMANCE

A. Basic Services

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

B. Extensions of Time

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

END OF SECTION 6

SECTION 7 - GENERAL CONSIDERATIONS

A. Ownership of Drawings and Documents

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

B. Estimates

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

C. Insurance

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

END OF SECTION 7

SECTION 8 - TERMS AND CONDITIONS

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

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

CITY OF HOGANSVILLE, GEORGIA

ATTEST:

BY: _____
Jake Ayers

TITLE: Mayor

WITNESSED:

DATE: _____

(Seal)

G. BEN TURNIPSEED ENGINEERS, INC.

ATTEST:

BY: Kenneth E. Green
Kenneth E. Green, P.E.

Christine Darnen

TITLE: President

WITNESSED:

DATE: 10/30/24

Kenneth E. Green



AGREEMENT

PART II - TERMS AND CONDITIONS

1. Termination of Agreement for Cause

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

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

2. Termination for Convenience of the OWNER

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

3. Changes

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

4. Personnel

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

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

5. Assignability

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

6. Reports and Information

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

7. Records and Audits

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

8. Findings Confidential

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

9. Copyright

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

10. Compliance with Local Laws

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

11. Equal Employment Opportunity

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

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

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

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

12. Civil Rights Act of 1964

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

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

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

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

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

Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contract for work in connection with the project awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

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

15. Build America, Buy America (BABA)

The ENGINEER will obtain and maintain all BABA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the OWNER at the project's end with a certification letter.

16. Interest of Members of a City

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

17. Interest of Other Local Public Official

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

18. Interest of Engineer and Employees

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

19. Interest of Various Federal Officials

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

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

**END OF PART II
TERMS AND CONDITIONS**