



City of Hogansville
City Council
Work Session Meeting Agenda
Monday, February 3, 2025 – 5:30 pm

Meeting will be held at Hogansville City Hall

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

WORK SESSION – 5:30 pm

ORDER OF BUSINESS

1. Granite Street Variance
2. LG Smart Poles
3. Citizen Appointments Discussion
4. McGee Field Park Plan Discussion
5. DDA T-Mobile Grant Funding
6. Donation of Property
7. Tennis Courts/School Campus

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



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

COUNCIL ACTION FORM

MEETING DATE: January 21, 2025

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Variances for Granite Street

CLASSIFICATION (City Attorney must approve all ordinances, resolutions, and contracts as to form)

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____) | <input type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

Property owner and applicant CBD Investments, LLC is requesting a variance for three properties on Granite Street, identified as Tax Map Parcel Nos. 0213B004015B, 0213B004015C, and 0213B004015D. The variance seeks to reduce the required minimum lot size in the ES-R zoning district from 14,000 sq ft to 13,806 sq ft, 13,600 sq ft and 13,394 sq ft.

Nearby lot sizes with existing houses range from 10,018 square feet to 13,500 square feet. Access to the properties would be via Granite Street.

At its regular meeting on December 19, 2024, the Hogansville Planning Commission voted to recommend that the City Council approve the proposed variances.

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends that the City Council approve the lot size reduction variance request for these three properties, as unanimously recommended by the Hogansville Planning Commission on December 19, 2024.



City of Hogansville, GA

Application for Zoning Variance

Property Owner Name CBD Investments, LLC

Address 434 Green Street

Gainesville, GA Zip 30501

Phone 770-842-6635 Email slovett@nortoncommercial.com

Troup Tax Map No. 0213B004015B, 0213B004015C, 0213B004015D

Address for which Granite Street
variance is requested

Hogansville Zip 30230

Nature of Variance Requested – Please be as specific as possible.

Reducing the required minimum lot size to conform with the size of the existing lot from 14,000 minimum square feet to the lot sizes as shown on the approved plat recorded January 3, 2006 in Troup County Records Plat Book 71 Page 141 (Lot 2 - 13,806 S.F.) (Lot 3 - 13,600 S.F.) and (Lot 4 - 13,394 S.F.)

You can attach a separate sheet to explain why this variance is necessary.

Attach a simple sketch of the property showing the following:

- ☒ General location of the existing structures and property lines.
- ☐ Present zoning of adjacent property.
- ☐ Existing use of adjacent property.
- ☐ Locations of proposed buildings and land use.
- ☐ A legal description of the property.
- ☐ Setback distances.
- ☐ Parking spaces, if applicable.

I certify that the foregoing information is true and correct,

this day of December 13th 20 24

Applicant's Signature



(Affix Raised Seal Here)



City of Hogansville, GA
Zoning Variance Checklist

Property Owner Name _____ CBD Investments, LLC _____

Address for which _____ Granite Street, Hogansville, GA 30230 _____
variance is requested

	By	Date
Application received	DP	12-16
Application fee received	DP	12-16
Conditions described (See instructions)	DP	12-16
Complete property sketch attached	DP	12-16
Statement(s) from adjacent property owners	DP	12-16
Scheduled for Planning Commission action	DP	12-16
Planning action taken	DP	12-19
City Council action taken		

City decision

Approved

☐

Denied

☐



Owner Authorization Form

City of Hogansville

This is a written request from CBD Investments, LLC, the legal owner of Property: Lots 2, 3 and 4, Hogansville, Troup County, Georgia and the Tax Parcel Numbers 0213B004015B, 0213B004015C, 0213B004015D

_____. At this time, we are requesting that the said property be considered for a variance for the following reason:

Hardship of the lot sizes not conforming to latest code and houses were built on
Lots 5 and 6.

Esta es una petición escrita de _____,
el dueño legal de la Propiedad: _____, Hogansville,
Condado de Troup, Georgia y el Número de Parcela Fiscal

_____. En este momento, estamos pidiendo que se considere la propiedad para tener una variación por la siguiente razón:

_____.

John W. Dassenpoel, Jr.

Name/Nombre

Signature/Firma

December 13, 2024

Date/Fecha



Zoning Variance Application Instructions

A variance will be authorized upon application to the City of Hogansville Planning Commission in specific cases where such variance will not be contrary to the public interest and when owing to special conditions a literal enforcement of the provisions of the Zoning Ordinance will result in unnecessary hardship. An application for a variance must be completed and signed by the applicant and submitted to City Hall at least 7 days before the next regularly scheduled Planning Commission meeting.

Attach the following to the application:

- 1) An application fee of \$150.
- 2) A statement outlining the reason for the request listing what extraordinary and exceptional conditions exist with the property in question because of its size, shape or topography, or that a literal enforcement of the ordinance would create an unnecessary hardship, or that there are peculiar conditions involved and that if the variance is granted it would not cause a substantial detriment to the public good. See Requirements for Variances, below.
- 3) A sketch of the property showing all the items outlined on the application.
- 4) Statements from adjacent property owners in support of the variance.
- 5) Property Authorization Form

The Planning Commission will consider the application at its next regular meeting. It is important that the petitioner attend both the Planning Commission meeting and City Council meeting to answer questions that may arise from the Planning Commission or City Council. It is the practice of the Commission to deny any application where the applicant is not present. Witnesses may be called, and the applicant has the right to question any witness.

The Commission may, at its sole discretion, include any condition, requirement or limitation to a variance which may be necessary to protect adjacent property owners and the public good. If at any time after the variance has been issued, the zoning administrator or building inspector finds that the conditions imposed and the agreements made have not been or are not being fulfilled by the holder of the variance, the variance shall be terminated.

The final decision to grant a zoning ordinance shall be made by the Hogansville City Council after hearing the recommendation of the Planning Commission. Any appeals of the City Council's decision shall be taken to the proper courts.

REQUIREMENTS FOR VARIANCES:

Please fill the following questions to the best of your ability.

1. The variance request arises from a condition that is unique and particular to the land, structures and buildings involved.
 - a. Yes, the lot is recorded with the current limitation.

2. The variance is necessary because of the particular physical surroundings, size, shape or topographical condition of the specific property involved that would result in unnecessary hardship for the applicant; as distinguished from a mere inconvenience, if the provisions of the Unified Development Ordinance (UDO) were literally enforced.
 - a. Yes, the provision of the UDO categorizes the lot as non-confirming lots and unbuildable without a variance.

3. The condition requiring requested relief is not ordinarily found in properties with the same zoning district designation as the subject property.
 - a. No, there are other lots in this area that have similar dimensions including Lots 5 & 6 on the recorded plat that were built on in 2005. The very same approved plat. The application is for lots 2, 3 and 4 on the plat. Plat is included in submittal.

4. The condition is created by the regulations of the UDO and not an action or actions of the property owner or the applicant.

Yes.

5. The granting of the variance will not impair nor injure other properties or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, create a hazard to air navigation, endanger the public safety or substantially diminish or impair property values within the neighborhood.

No, as stated there are other properties with similar dimensions

6. The variance is the minimum variance that will make possible the reasonable use of the land, building or structures.

a. Yes

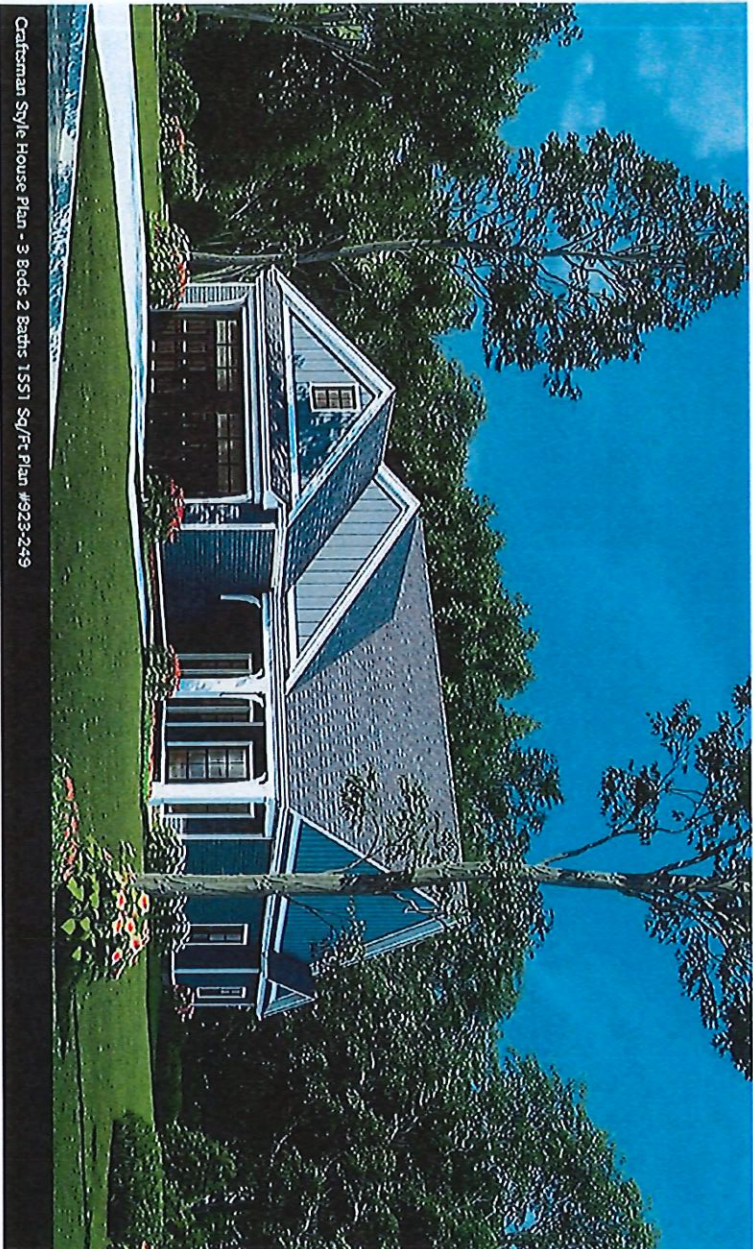
7. The variance designed will not be opposed to the general spirit and intent of the UDO or the purpose and intent of the Comprehensive Plan.

a. Correct It will not.

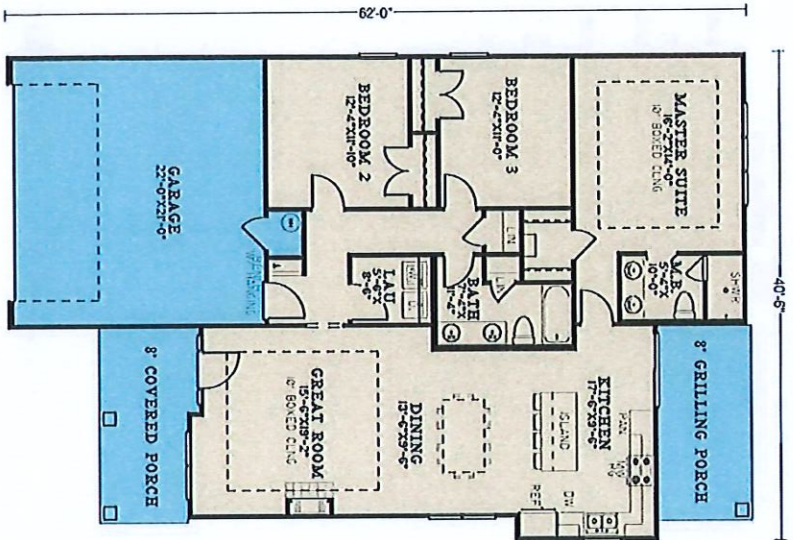
Existing Conditions



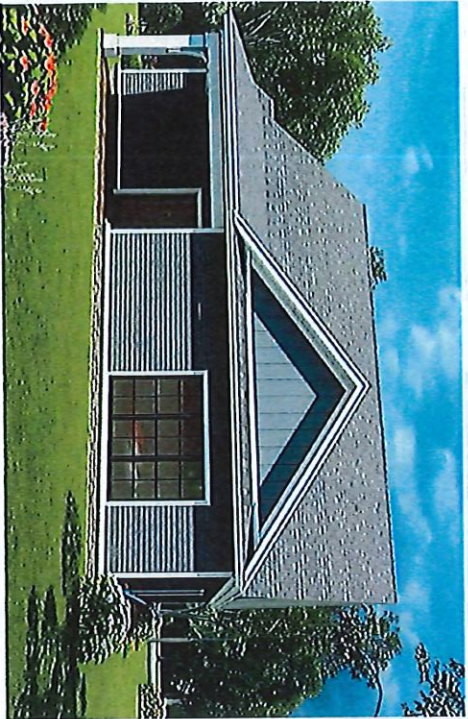
Conceptual Plans



Craftsman Style House Plan - 3 Beds 2 Baths 1551 Sq/Ft Plan #923-249



Floor Plan
1/4" = 1'



Concept Renderings



Site Plan

Materials

Slab on grade: 3000 psi concrete

Siding: Hardie board lap siding and board & batten siding
Cement board fascia and soffits

Roofing: 30 year architectural shingles

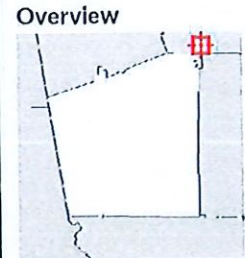
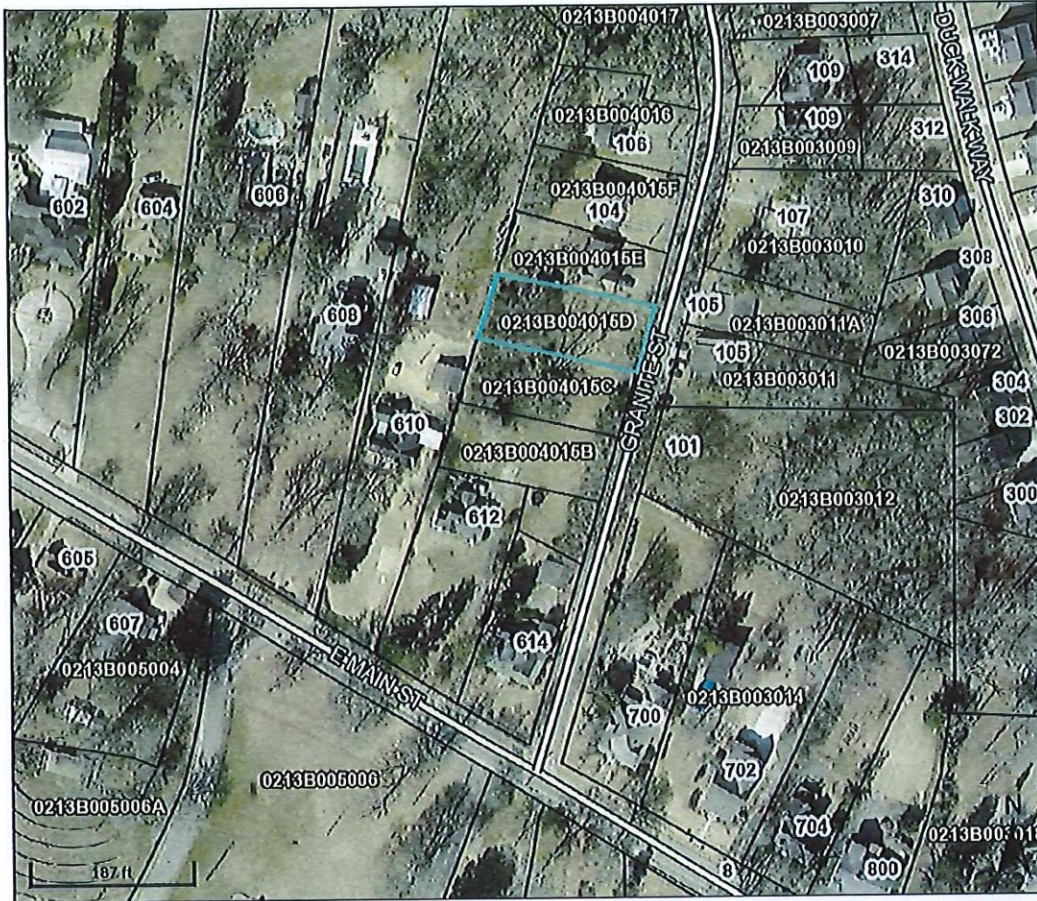
Overhead door: Steel

Windows: Vinyl (various sizes)

Exterior doors: Fiberglass, steel or wood TBD

Columns: PVC wrapped treated wood columns

Note No masonry at base of house as we are doing slab on grade.



Legend

- Address Numbers
- Parcels
- Roads

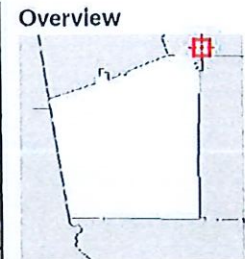
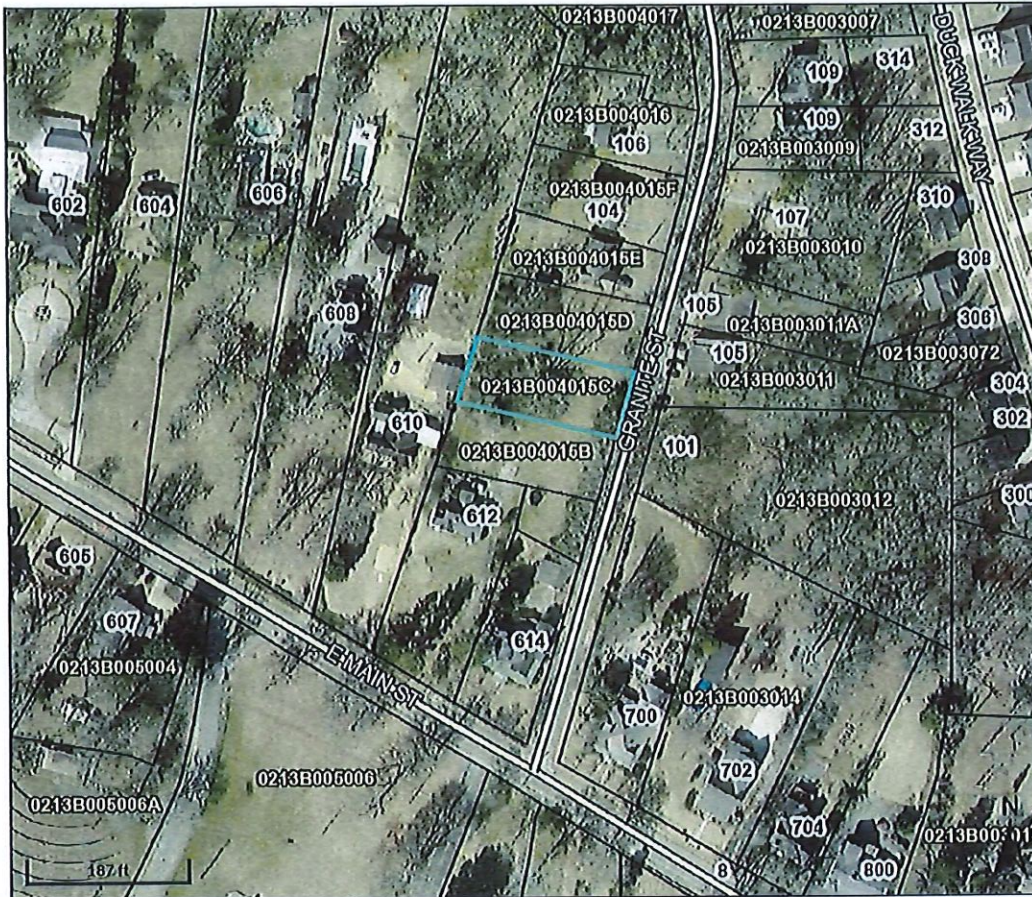
Parcel ID	0213B004015D	Owner	CBD INVESTMENTS LLC	Last 2 Sales			
Class Code	Residential		434 GREEN ST	Date	Price	Reason	Qual
Taxing District	18 - HOGANSVILLE		GAINESVILLE, GA 30501	9/30/2010	\$16000	LM	Q
City	HOGANSVILLE	Physical Address	GRANITE ST	8/3/2010	\$20000	DU	U
Acres	0.31	Assessed Value	Value \$10000				
		Land Value	Value \$10000				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 11/6/2024

Last Data Uploaded: 11/5/2024 11:16:37 PM

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GEO SPATIAL



Legend

- Address Numbers
- Parcels
- Roads

Parcel ID 0213B004015C
Class Code Residential
Taxing District 18 - HOGANSVILLE
City HOGANSVILLE
Acres 0.31

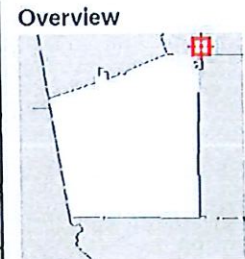
Owner CBD INVESTMENTS LLC
434 GREEN ST
GAINESVILLE, GA 30501
Physical Address GRANITE ST
Assessed Value Value \$10000
Land Value Value \$10000
Improvement Value
Accessory Value

Last 2 Sales
Date Price Reason Qual
9/30/2010 \$16000 LM Q
8/3/2010 \$20000 DU U

(Note: Not to be used on legal documents)

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Legend

- Address Numbers
- Parcels
- Roads

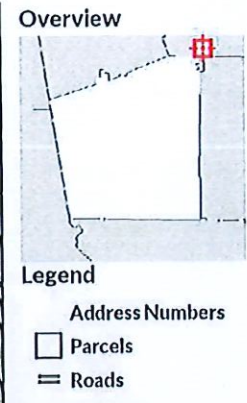
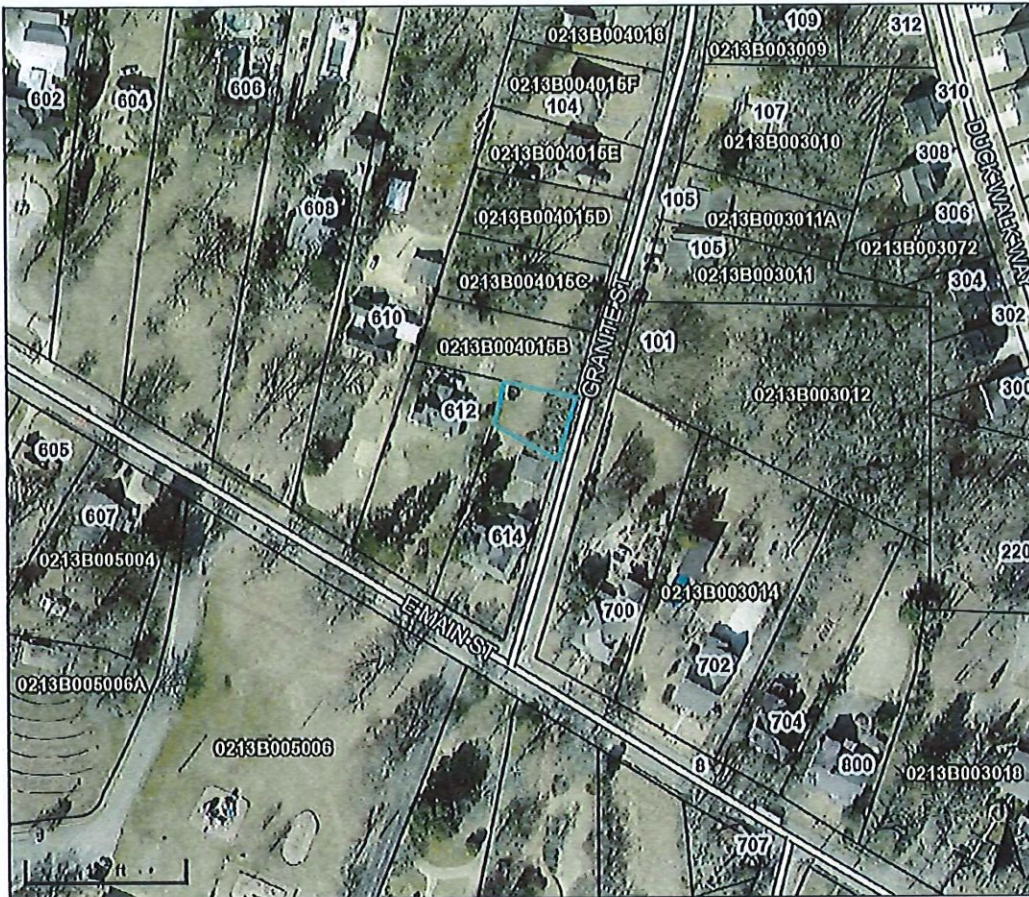
Parcel ID	0213B004015B	Owner	CBD INVESTMENTS LLC	Last 2 Sales			
Class Code	Residential		434 GREEN ST	Date	Price	Reason	Qual
Taxing District	18 - HOGANSVILLE		GAINESVILLE, GA 30501	9/30/2010	\$16000	LM	Q
City	HOGANSVILLE	Physical Address	GRANITE ST	8/3/2010	\$10000	DU	U
Acres	0.3	Assessed Value	Value \$10000				
		Land Value	Value \$10000				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 11/6/2024

Last Data Uploaded: 11/5/2024 11:16:37 PM

Developed by **SCHNEIDER**
GEOSPATIAL



Parcel ID	0213B004015A	Owner	CBD INVESTMENTS LLC	Last 2 Sales			
Class Code	Residential		434 GREEN ST	Date	Price	Reason	Qual
Taxing District	18 - HOGANSVILLE		GAINESVILLE, GA 30501	9/30/2010	\$16000	LM	Q
City	HOGANSVILLE	Physical Address	GRANITE ST	8/3/2010	\$10000	DU	U
Acres	0.16	Assessed Value	Value \$5000				
		Land Value	Value \$5000				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 11/6/2024
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Developed by **SCHNEIDER**
GEO SPATIAL

1204 10000 11 11/171

JACKSON LAND SURVEYING CO.
CLARK COUNTY, GEORGIA

THIS MAP OR PLAN
HAS BEEN CALCULATED
FOR CLOSURE AND IS
TO BE ACCURATE
WITHIN ONE FOOT
IN 100,000 FEET.

THIS MAP OR PLAN
HAS BEEN CALCULATED
FOR CLOSURE AND IS
TO BE ACCURATE
WITHIN ONE FOOT
IN 100,000 FEET.

LOCATION TOTAL STATION
1204

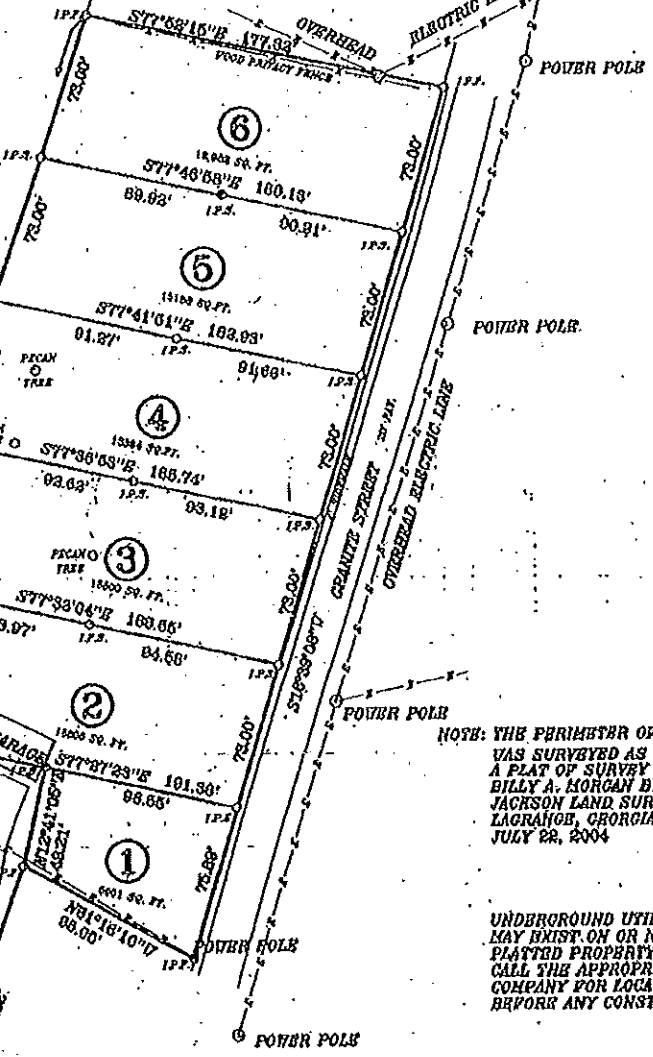
I HAVE THIS DAY
EXAMINED THE F.A.
OFFICIAL FLOOD HAZARD
MAP AND FOUND THAT
THIS PROPERTY IS NOT
LOCATED IN AN AREA
DESIGNATED AS A
SPECIAL FLOOD HAZARD
AREA.

LEGEND:
I.P.S. = IRON PIN SET
I.P.F. = IRON PIN FOUND
A.P.F. = ALUMINUM PIN FOUND
R.O.W. = RIGHT OF WAY
C.O. = CORNER MARK FOUND
B.L. = BUILDING LINE



N/E PRADO
P.B. 69 P.O. 132

N/E DOYOR PROP.
P.B. 64 P.O. 202



NOTE: THE PERIMETER OF THIS SURVEY
WAS SURVEYED AS SHOWN ON
A PLAT OF SURVEY FOR
BILLY A. MORGAN BY
JACKSON LAND SURVEYING CO.
LACROFT, GEORGIA
JULY 22, 2004

UNDERGROUND UTILITY LINES
MAY EXIST ON OR NEAR THIS
PLATTED PROPERTY.
CALL THE APPROPRIATE UTILITY
COMPANY FOR LOCATION
BEFORE ANY CONSTRUCTION BEGINS

N/E DUMARIAS
P.B. 27 P.O. 160

SURVEY FOR
SCOTT TUCKER
LOCATED IN CITY OF HOGANSVILLE
"L.I. 91 L.D.11"
TROUP COUNTY, GEORGIA

SCALE: 1" = 40' DECEMBER 24, 2004
GRAPHIC SCALE - FEET

Smart Pole Deployment Agreement

This Agreement is entered into this 16th day of December 2024 by and between the City of Hogansville, Georgia, and LG CNS America Inc. (hereinafter collectively referred to as the “Parties”), with the Hogansville City of Georgia located at 111 High Street Hogansville, GA 30230 (hereinafter referred to as “Customer”), Moveret, Inc. located at 300 E Main Street Hogansville, GA 30230 (hereinafter referred to as “Moveret”) and LG CNS America Inc. with offices at 111 Sylvan Avenue Englewood Cliffs NJ07632 (hereinafter referred to as “LG CNSA”).

WHEREAS:

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

NOW IT IS AGREED THAT:

Article 1 TERM

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

Article 2 LG CNSA OBLIGATIONS

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

Article 3 CUSTOMER'S RESPONSIBILITIES

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

Article 4 ACCEPTANCE TEST

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

Article 5 CONFIDENTIALITY

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

Article 6 DOCUMENT

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

Article 7 WARRANTIES

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

such Software and/or Hardware shall be limited, at LG CNSA' option, to the replacement, repair or re-purchase of any defective items during the Warranty Period.

7.3 Unless otherwise specified in this Agreement, the Warranty Period shall include in appendix.

7.4 Notwithstanding the foregoing, LG CNSA shall not be responsible for the following cases.

- 7.4.1 Defects due to fire, Act of God, any other special accident not attributable to LG CNSA.
- 7.4.2 Defects due to reconstruction, attachment alteration, shifting of equipment by other than LG CNSA employee.
- 7.4.3 Defects due to environment condition and facilities not recognized by LG CNSA or other defections beyond LG CNSA' responsibility.
- 7.4.4 Defects caused by combination or compatibility with third party products not approved in advance by LG CNSA.
- 7.4.5 Other defects resulting from the events are not attributable to LG CNSA.

7.5 The following cases shall not be treated as warranties under this Warranty Period, but as either maintenance or upgrade on the System which shall be provided under a separate agreement:

- 7.5.1 Any functional change, or improvement of usage of the subject matter of this Agreement.
- 7.5.2 Any development of an information system, including but not limited to those that are not part or in addition to the System.
- 7.5.3 Any personnel required for on-site visits to carry out for prevention of defects or errors, which were not agreed herein; and
- 7.5.4 User training or technical support not specified herein.

Article 8 Special Provisions for Cost

8.1 All parties (City of Hogansville, LG CNS America, and Moveret, Inc.) mutually understand and agree to the following terms:

- 8.1.1 The total development cost of \$104,700 for the installation and operational system of the smart Poles and related facilities introduced to the City of Hogansville, as specified in the contract, will be fully covered by Moveret, Inc., the sponsoring company for Hogansville. Ownership of the installed facilities will be transferred to the City of Hogansville upon completion.
- 8.1.2 The maintenance cost for the facilities after development, estimated at \$1,200 per month, will be covered by LG-CNS America for a period of 12 months from the start of operations after the installation is completed.
- 8.1.3 After the initial 12-month period following the installation, the City of Hogansville will assume responsibility for all operational costs, which is estimated in Appendix 2.

Article 9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Intellectual Property Rights in Systems, all custom Software and materials developed by LG CNSA pursuant to this Agreement ("Custom Materials") shall be the property of LG CNSA. Except to the extent that the Intellectual Property Rights in the System vest in Customer, LG CNSA hereby grants to the Customer license to access and use the background Software, including all inventions, designs, and marks embodied in the Software or System ("Background Software"). Such license to access and use the Background Software shall be non-exclusive, non-transferable, irrevocable, and valid throughout

- the territory of the Customer's Country.
- 9.2 The Intellectual Property Rights related to Software provided pursuant to this Agreement shall be and remain vested in the owner of such rights and Customer shall obtain the non-exclusive right for permanence use.
- 9.3 Customer data will always remain Customer property. LG CNSA is authorized to access and use the data solely for the provision of the Services. On termination of this Agreement for any reason, or when data is no longer requires, LG CNSA will destroy or return the Customer data Customer on magnetic or optical media strictly in accordance with Customer's directions.
- 9.4 Title of the System, Software and Hardware shall be transferred to the customer upon charges for each paid in full by Customer under Article 5.
- 9.5 All risks of the Hardware shall pass from LG CNSA to Customer pursuant to the trade terms stipulated in Appendix 2 and interpreted in accordance with INCOTERMS 2020.
- 9.6 In case of any dispute arises against, or any claim is received by LG CNSA, due to any reasons attributable to Customer, including not limited to, any breach of license granted or illegal use of the Software, Customer shall defend and hold LG CNSA harmless from any such claim or dispute at the expense of Customer, and shall pay LG CNSA any damages caused.

Article 10 TRANSFER PROHIBITION

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

Article 11 FORCE MAJEURE

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

Article 12 TERMINATION AND EFFECT

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

- 12.4 In case the contract is terminated, original, duplicated, electronics copies of all document and data that LG CNSA received from customer should be returned to customer.

Article 13 INDEMNITIES AND LIABILITY

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

Article 14 NON-COMETITION

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

Article 15 ENTIRE AGREEMENT

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

Article 16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Georgia, United States of America.
- 16.2 Any claim, dispute, disagreement, or controversy arising out of this Agreement shall be submitted to the exclusive jurisdiction of the courts located in the State of Georgia; provided, however, that the parties may agree, in writing, to either mediate or arbitrate any dispute arising from this Agreement.

Article 17 AMENDMENT

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

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

City of Hogansville in Georgia

(Authorized Signature)

Jake Ayers

(Print or Type Name of Signatory)

Mayor

(Title)

(Execution Date)

Moveret, Inc.

(Authorized Signature)

Paul Lee

(Print or Type Name of Signatory)

CEO

(Title)

(Execution Date)

LG CNS America, Inc.

(Authorized Signature)

Jun Ho Lee

(Print or Type Name of Signatory)

President

(Title)

(Execution Date)

Appendix 1. System Integration Services Schedule

Task		W	W+1	W+2	W+3	W+4	W+5	W+6	W+7	W+8	W+9	W+10	W+11	W+12	W+13	W+14	W+15	W+16	W+17	W+18	W+19	W+20
Contract	MoU w/Cityhall&Moveret																					
	Contract w/Moveret																					
Design & Drawing	Site Survey																					
	Design & Drawing (Pole & Electrify & Communication)																					
Relevant Permits approval	Smart light Permit																					
	Electrification																					
	Security																					
Equipment Procurement	Pole																					
	Communication & Sensor																					
Installation	Basement (Foundation)																					
	Electrification																					
	System																					
Commissioning & Final Inspection																						
Operation & Training																						

Appendix 2. Specification of Software and Hardware

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

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



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

COUNCIL ACTION FORM

MEETING DATE: January 21, 2025

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Citizen Appointments – Planning Commission

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____) | <input type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

The Hogansville Planning Commission has three seats that are up for reappointment for two-year terms. Ricky Thrash, Carol Smith, and Ellen Shellabarger would like to be considered for reappointment, so their applications are attached.

The Hogansville Planning Commission has one open seat which was advertised in the December 2024 Hogansville utility mailers, City's website and Facebook with an application deadline of December 31, 2024. The City received no applications for the positions.

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Reappoint Ricky Thrash, Carol Smith, and Ellen Shellabarger to serve on the Hogansville Planning Commission.

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



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

COUNCIL ACTION FORM

MEETING DATE: January 21, 2025

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Citizen Appointments – Historic Preservation Commission

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____) | <input type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

The Hogansville Historic Preservation Commission has four seats available for appointment to three-year terms. These positions were advertised in the December 2024 Hogansville utility mailers, as well as on the City's website and Facebook page, with an application deadline of December 31, 2024.

Wanda Lowe and Mary Ann Neureiter would like to be reappointed, and their applications are attached for consideration. Additionally, Kristian Whisnand has submitted an application for one of the seats, which is also attached.

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Reappoint Wanda Lowe and Mary Ann Neureiter and appoint Kristian Whisnand to serve on the Historic Preservation Commission.

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



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

COUNCIL ACTION FORM

MEETING DATE: January 21, 2025

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Citizen Appointments – Meriwether Joint Development Authority

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

☐ Ordinance (No. ____)

☐ Contract

☐ Information Only

☐ Public Hearing

☐ Resolution (No. ____)

☐ Ceremonial

☒ Discussion/Action

☐ Other

BACKGROUND (Includes description, background, and justification)

The Meriwether Joint Development Authority has five seats available for appointment to one-year terms. These positions were advertised in the December 2024 Hogansville utility mailers, as well as on the City's website and Facebook page, with an application deadline of December 31, 2024.

John McKibben, George Bailey, and Jimmy Russell would like to be reappointed, and their applications are attached for consideration. The City also received applications from Frederick Manley and Jackson Fussell for the open seats, and their applications are attached

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Reappoint John McKibben, George Bailey, and Jimmy Russell to serve on the Meriwether Joint Development.

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



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

COUNCIL ACTION FORM

MEETING DATE: January 21, 2024

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Citizen Appointments – Hogansville Development Authority

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____) | <input type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

The Hogansville Development Authority has two reappointments and one open seat which potential candidates were solicited via utility letters, Facebook, and city's website. This group does have 5-year terms. Two members – Robert Leek and Jimmy Russell – have had their terms end as of December 31st and both would like to be reappointed with both applications attached.

There were no other applications received to serve on this committee.

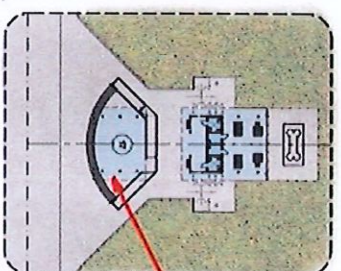
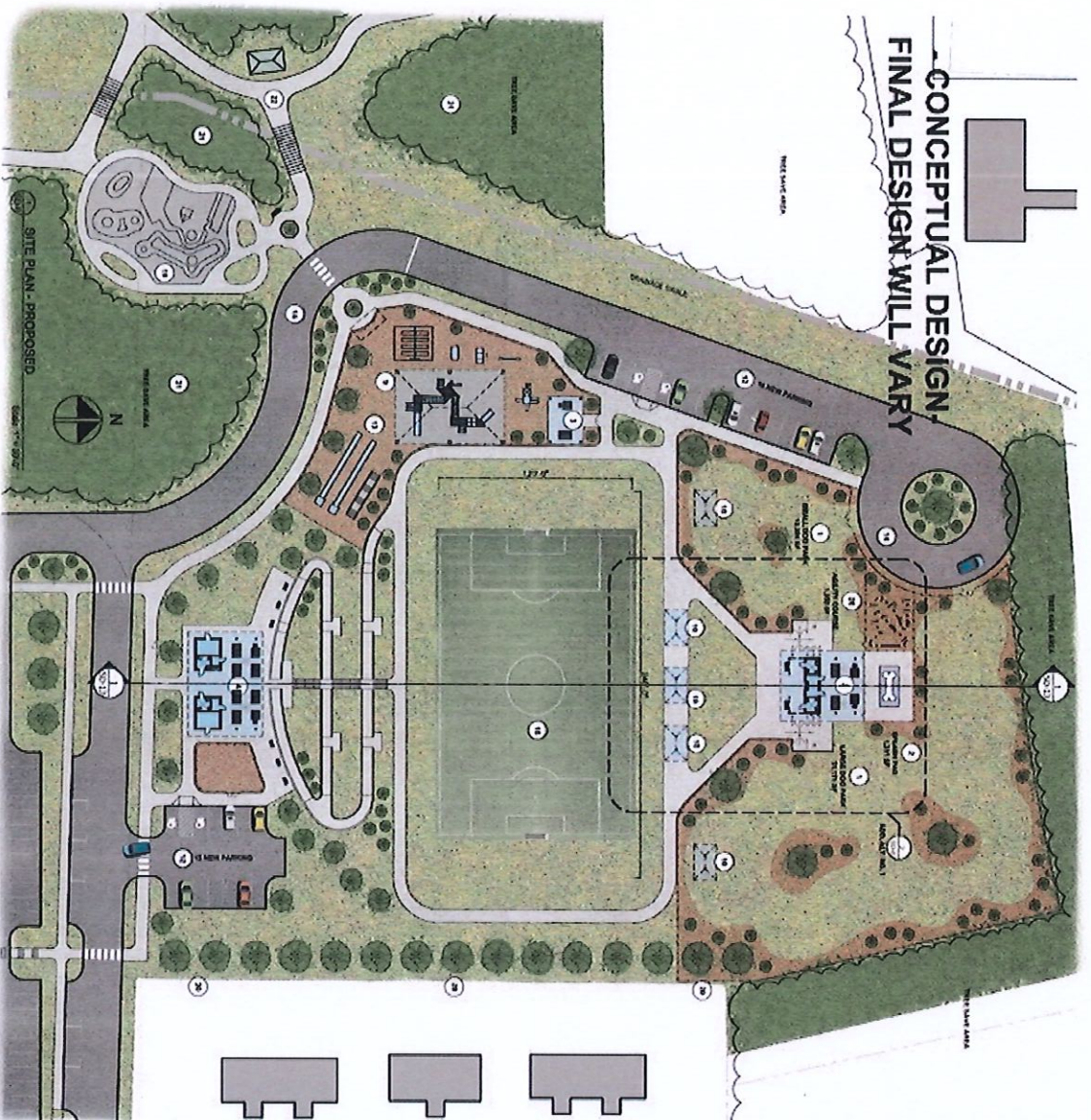
BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Reappoint Robert Leek and Jimmy Russell to serve on the Hogansville Development Authority

CONCEPTUAL DESIGN FINAL DESIGN WILL VARY

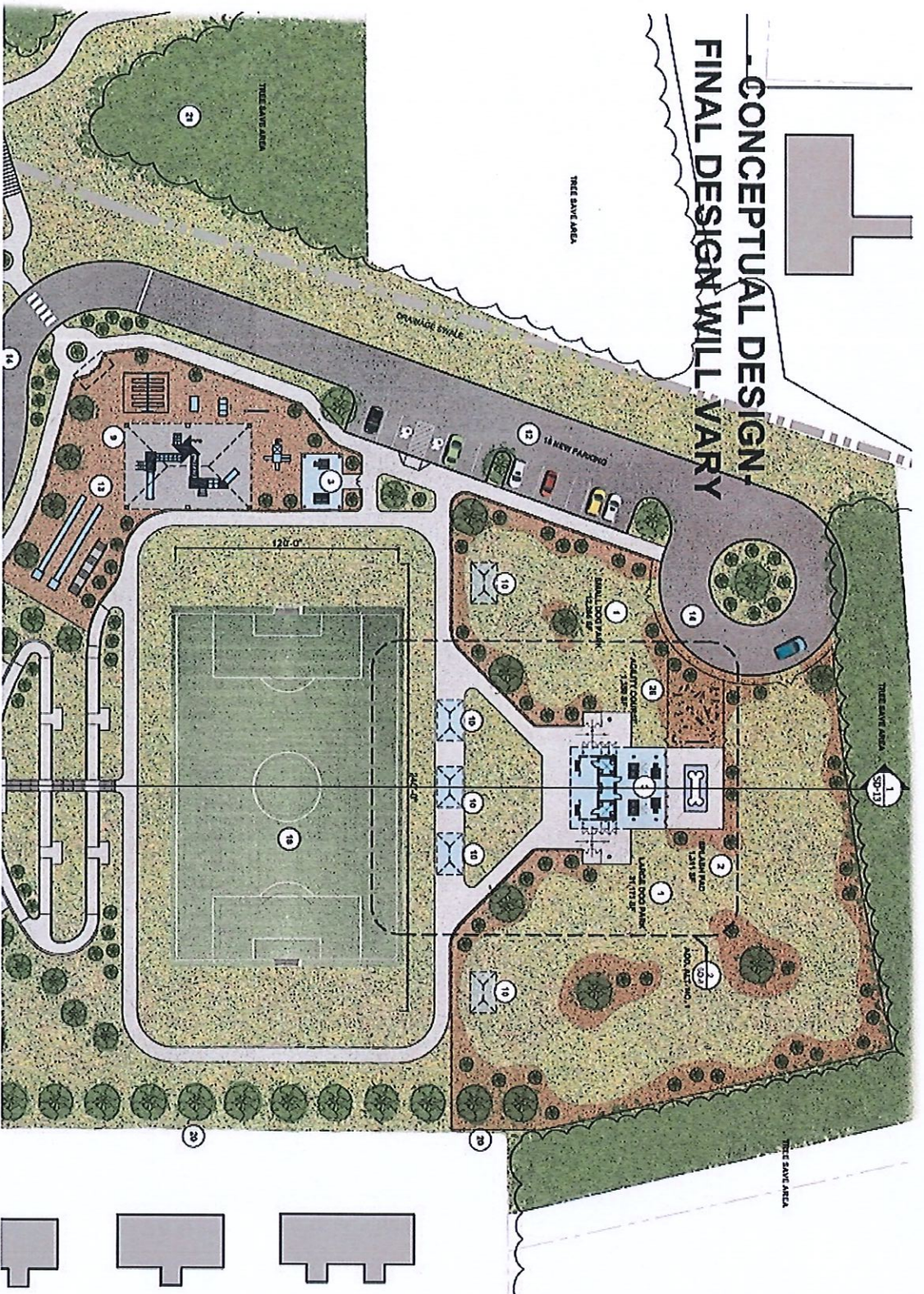


PROPOSED ADD ALT NO. 1
Scale: 1" = 200'

LEGEND OF SITE AMENITIES

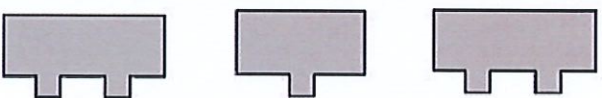
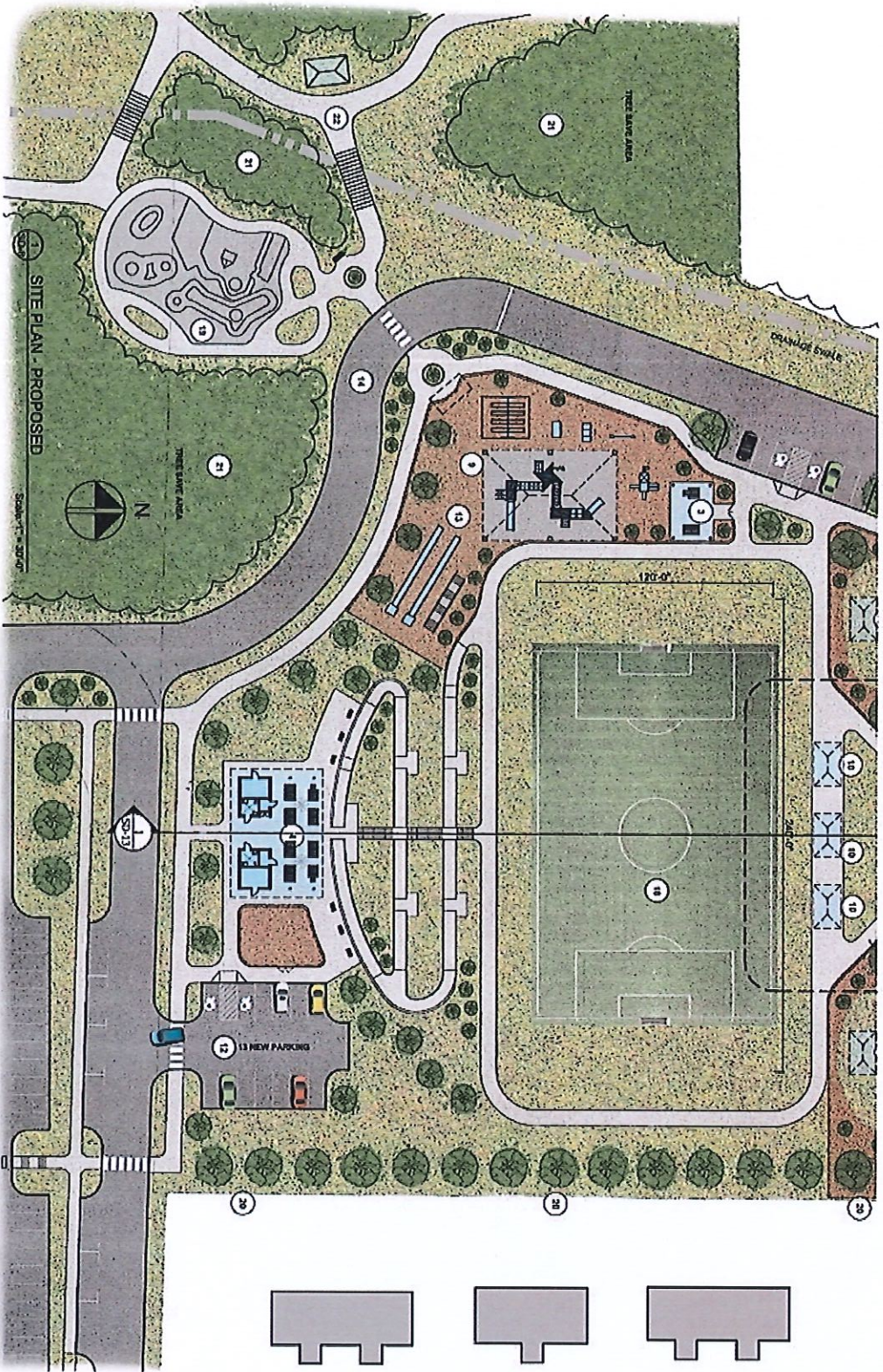
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CONCEPTUAL DESIGN FINAL DESIGN WILL VARY

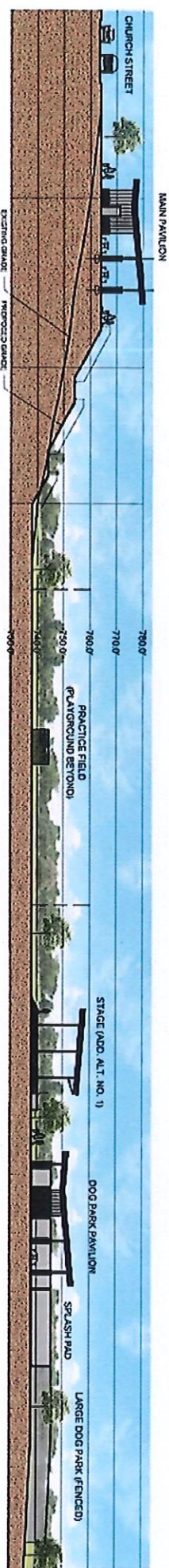
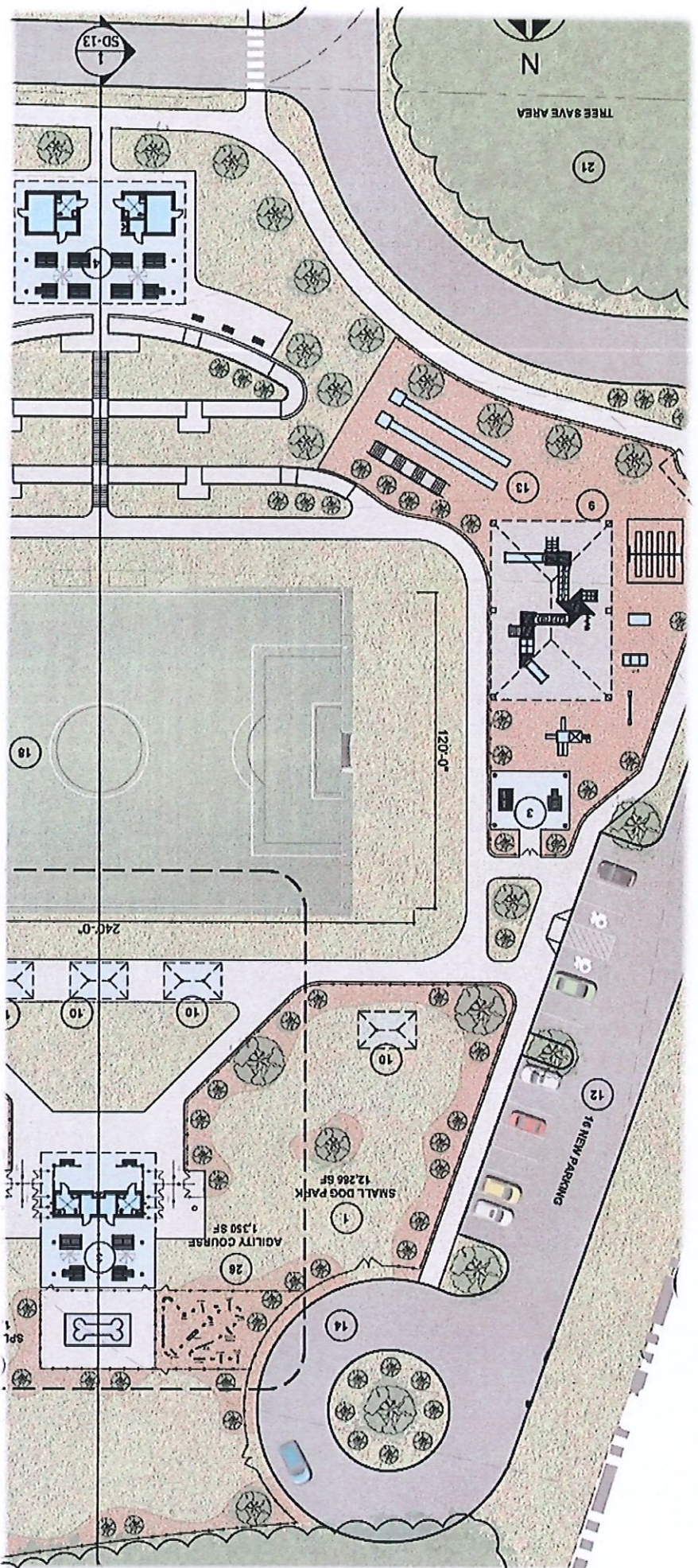


LEGEND OF SITE AMENITIES

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- 29 0000 PARK



LEGEND OF SITE AMENITIES	
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2	SOCCER FIELD AND GOAL
3	GOALPOST
4	GOALPOST
5	GOALPOST
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7	GOALPOST
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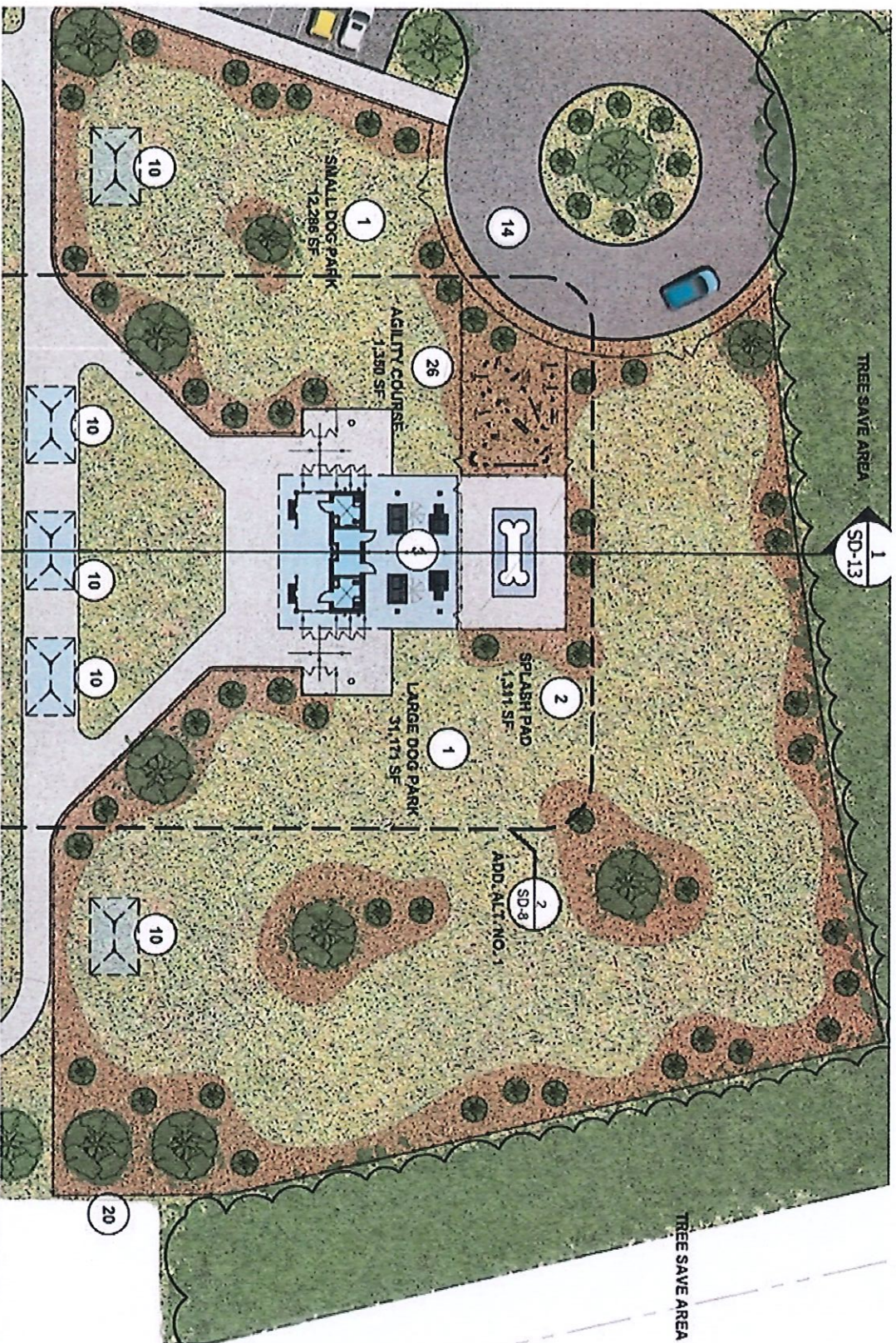
HOGANSVILLE
GEORGIA

Holland M. Ware
Charitable
Foundation

Holland Ware Park
CONCEPTUAL SITE SECTION

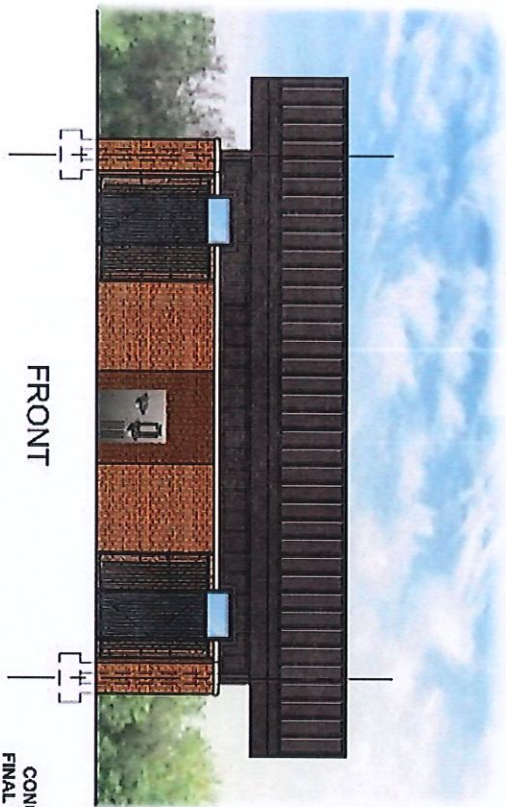
TROUP COUNTY
PARKS & RECREATION

SMITH
DESIGN
GROUP, INC.



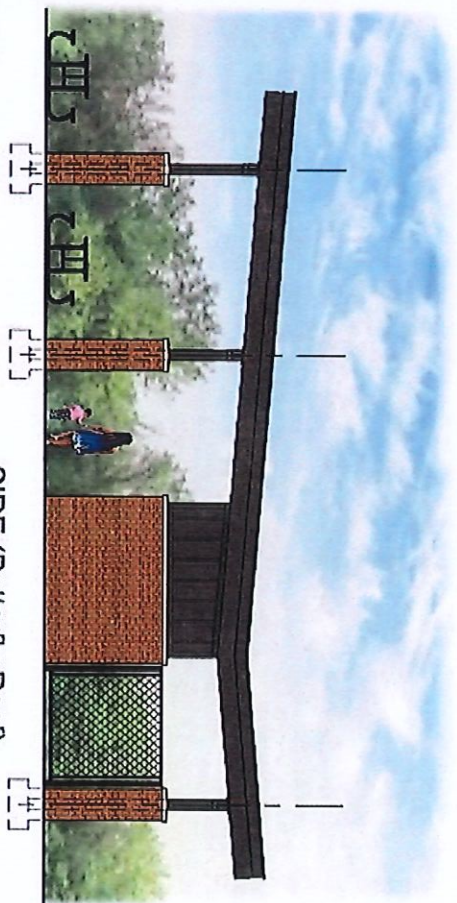
TREE SAVE AREA

LEGEND OF SITE AMENITIES	
1	DOG PARK
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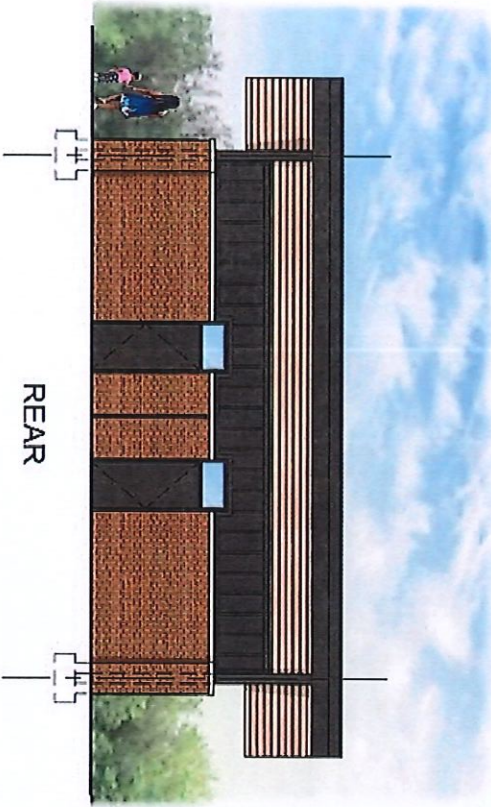


FRONT

CONCEPTUAL DESIGN
FINAL DESIGN MAY VARY



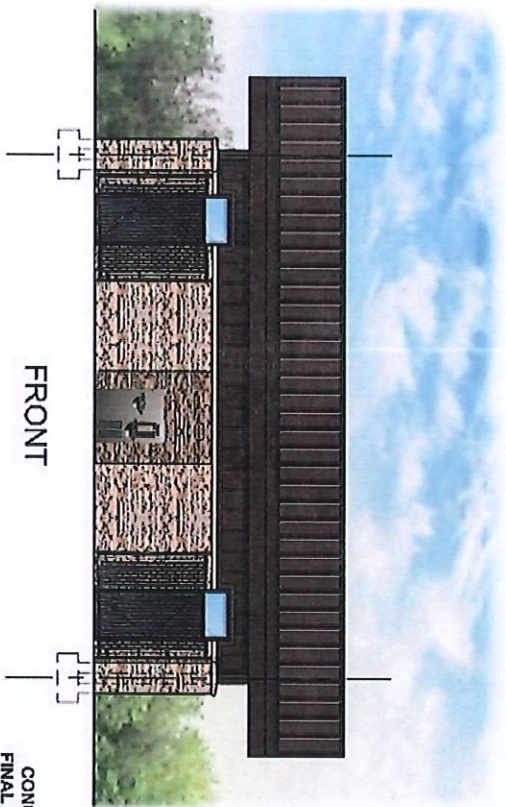
SIDE (Butterfly Roof)



REAR

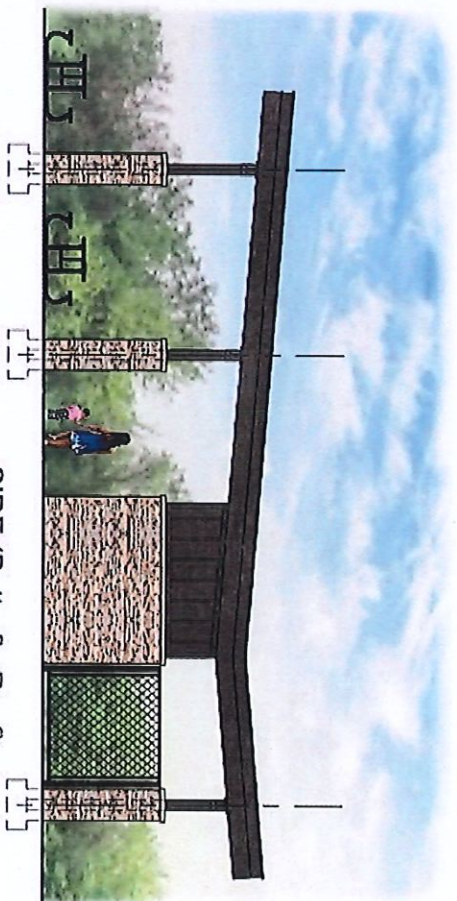


SIDE (Single-Slope Roof)

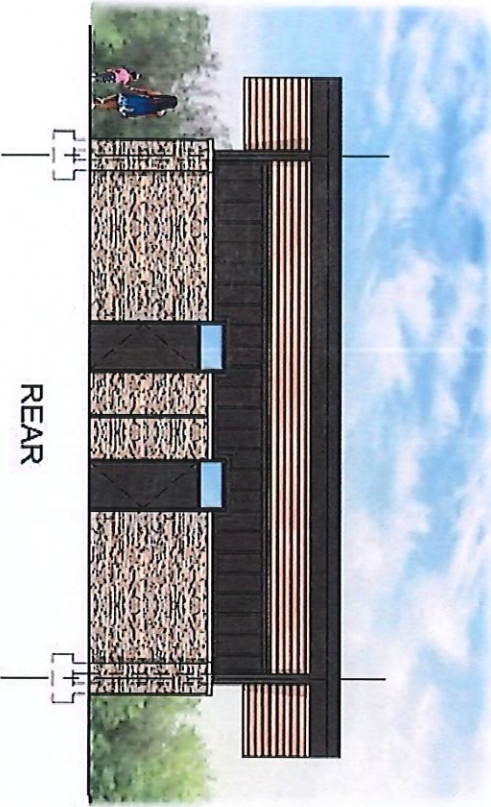


FRONT

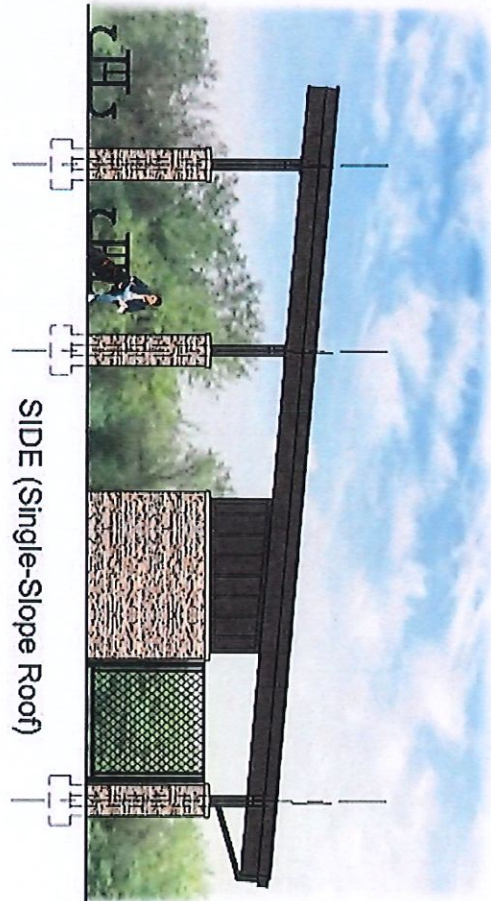
CONCEPTUAL DESIGN
FINAL DESIGN MAY VARY



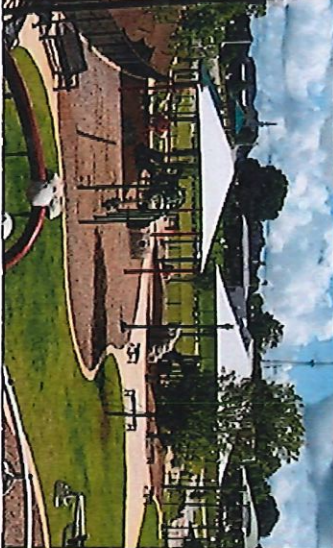
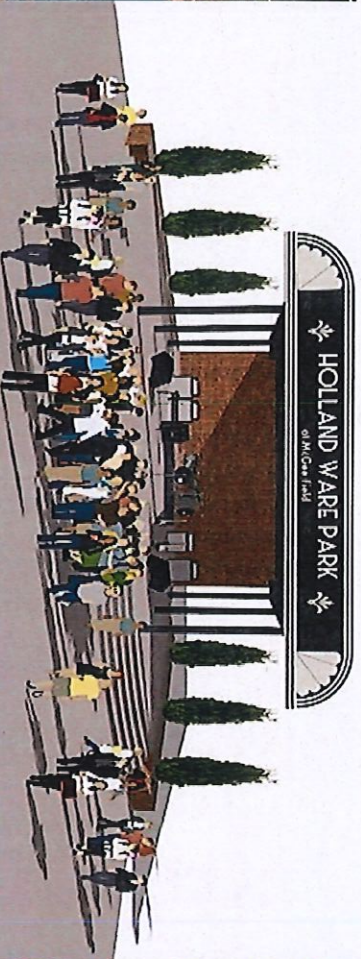
SIDE (Butterfly Roof)



REAR



SIDE (Single-Slope Roof)



Holland M. Ware
Charitable
Foundation

Holland Ware Park
REFERENCE IMAGES



Covered Raised
Stage- Part of Add
Alt. No. 1



Holland M. Ware
Charitable
Foundation

Holland Ware Park
CONCEPTUAL SITE PLAN



TROUP COUNTY
PARKS & RECREATION



LeAnn Lehigh

From: Lisa Kelly
Sent: Thursday, January 30, 2025 8:14 AM
To: LeAnn Lehigh
Subject: FW: Mallard Lake and lots
Attachments: Mallard Lake appraisal.pdf

Please put on the work session agenda.

Thanks,

Lisa

*Lisa E. Kelly, City Manager
City of Hogansville
706-637-8629 ext. 101*



From: Mack Reynolds Jr. <mack@mackreynolds.com>
Sent: Wednesday, January 29, 2025 11:33 AM
To: Lisa Kelly <lisa.kelly@cityofhogansville.org>
Cc: mr@mackreynolds.com
Subject: Mallard Lake and lots

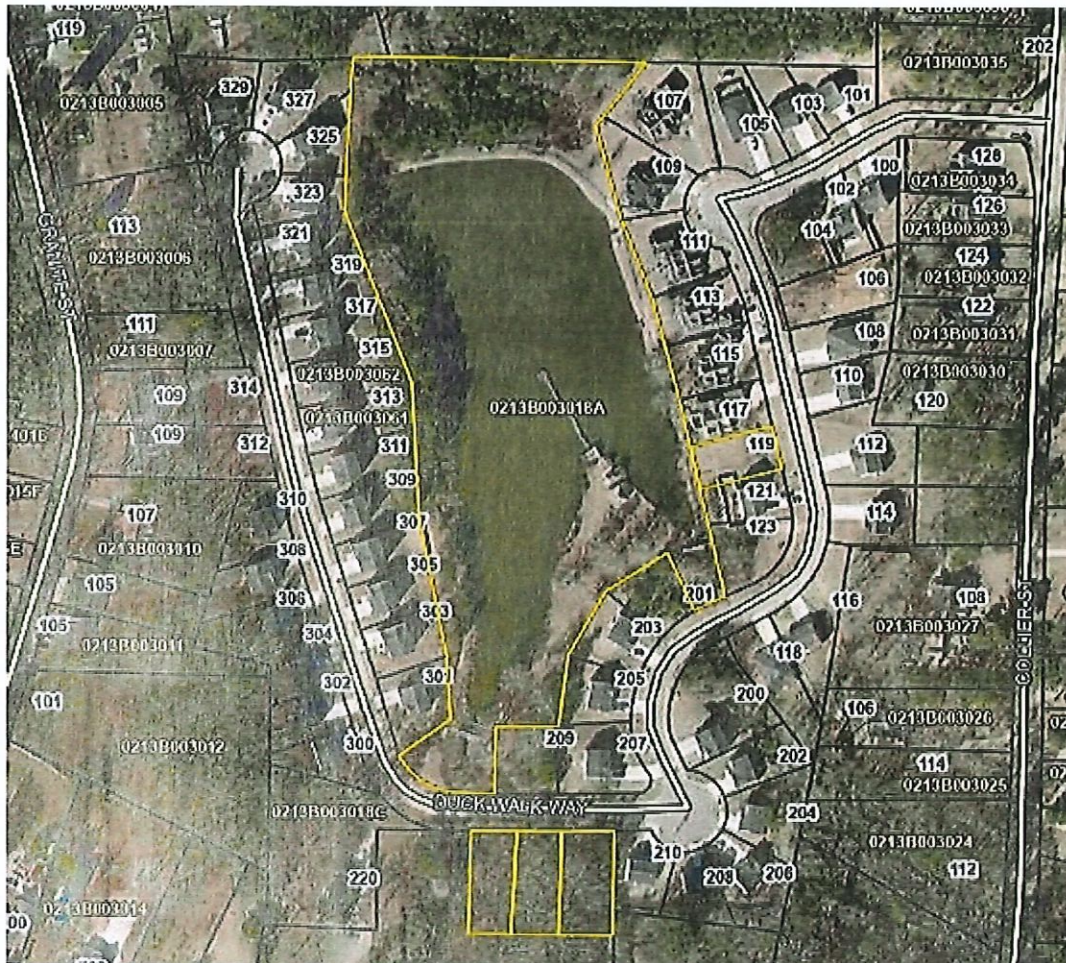
Good morning Lisa,

We would like to donate the Mallard Lake and 4 lots to the city of Hogansville and or to the DDA as I think this would be a wonderful amenity, to the city and community. If the City and or DDA is receptive of this donation, please let me know what you need from me to proceed? Please find attached appraisal for the Mallard Lake and lots.

Sincerely,

Mack Reynolds Jr.

**APPRAISAL TO DETERMINE FAIR MARKET VALUE
IN A NARRATIVE FORMAT**



7.87± acres

**Vacant property on Duck Walk Way, City of Hogansville, GA
Tax Parcels 0213B003018A, 0213B003047, 0213B003092, 0213B003093 &
0213B003094 in Troup County, GA**

PREPARED FOR:

First Tuesday LLC
PO Box 100
Hogansville, GA 30230

PREPARED BY:

Jim R. Clower, Sr.
Georgia General Certified Appraiser License #96
6246 Longleaf Drive
Hoschton, GA 30548

AS OF: November 19, 2024, Effective Date of this Appraisal

Jim R. Clower, Appraiser

6246 Longleaf Drive
Hoschton, GA 30548

Phone: 404-787-3012
clowerjim@hotmail.com

November 19, 2022

First Tuesday LLC
PO Box 100
Hogansville, GA 30230

RE: 7.87± acres, Four building lots and 7.05-acre parcel with lake on Duck Walk Way
City of Hogansville
Tax Parcels 0213B003018A, 0213B003047, 0213B003092, 0213B003093 &
0213B003094 in Troup County, GA

Dear Mr. Reynolds,

At your request, I have prepared an Appraisal to determine Fair Market Value in a Narrative Format for the above referenced property. The purpose of this appraisal is to estimate the fee simple interest of market value of the subject property. This appraisal is intended for the use of the client only.

The accompanying Narrative Appraisal Report has been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and applicable Federal regulations.

This is a Dedication Appraisal Report.

This is A Narrative Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b), of the Uniform Standards Of Professional Appraisal Practice. As such, it is a summary presentation of the data, analyses, and reasoning that led to the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is presented in due course in the report. The depth of discussion contained in this report is specific to the needs of the client and is for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

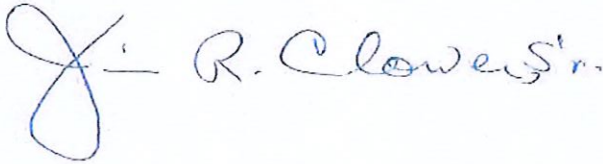
The attached report details the scope of the appraisal, level of reporting, definition of value, valuation methodology, and pertinent data researched and analyzed in the development of this appraisal.

I certify that I have no present or contemplated future interest in the property beyond this estimate of value. Your attention is directed to the Limiting Conditions and Assumptions included in this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

In my opinion the value of the **fee simple interest** of the subject property as of **November 19, 2024, effective date** was as follows:

Final Market Value Conclusion "As Is" \$400,000
FOUR HUNDRED THOUSAND DOLLARS

Respectfully submitted,

A handwritten signature in blue ink, reading "Jim R. Clower, Sr." The signature is stylized, with a large loop for the first letter 'J' and a distinct 'Sr.' at the end.

Jim R. Clower, Sr.

Certified General Real Property Appraiser State of GA #96