



City of Hogansville
City Council
Meeting Agenda

Monday February 15, 2021 – 7:00 pm

Meeting will be held at Hogansville City Hall

Mayor: William C. Stankiewicz	2021	City Manager: Jonathan H. Lynn
Council Post 1: Reginald Jackson	2021	City Clerk: Lisa E. Kelly
Council Post 2: Marichal Price	2021	City Attorney: Alex Dixon
Council Post 3: Mandy Neese*	2023	Interim Chief of Police: Jeffrey Sheppard
Council Post 4: Mark Ayers	2023	
Council Post 5: Toni Striblin	2023	* Mavor Pro-Tem

Regular Meeting – 7:00 pm

Call to Order - Mayor Stankiewicz

Invocation & Pledge

Consent Agenda

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

1. Approval of Agenda: Regular Meeting, February 15, 2021
2. Approval of Minutes: Regular Meeting, February 1, 2021

Old Business

1. 2nd Reading and Adoption – Ordinance – Nuisance Animals
2. 2nd Reading and Adoption – Ordinance – Rabies Vaccination Requirement

New Business

1. 1st Reading – Soil Erosion & Sedimentation Ordinance
2. Resolution – 2021 – 2041 Comprehensive Plan
3. Policy and Procedure - Naming or Renaming of a Park, Street, Structure or Geographical Feature
4. Board Reappointment - Willie Ector to Troup Recreation Board
5. Approval of Service Delivery Strategy Proposal – Authorization for Mayor to Sign Final Agreement

City Manager's Report

Assistant City Manager's Report

Council Member Reports

1. Council Member Jackson
2. Council Member Price
3. Council Member Neese
4. Council Member Ayers
5. Council Member Striblin

Mayor's Report

Adjourn

Upcoming Dates & Events

1. February 16, 2021 | 6:30 pm – Meeting of the Historic Preservation Commission (via Zoom)
2. February 18, 2021 | 5:30 pm – Meeting of the Planning & Zoning Commission (via Zoom)
3. February 23, 2021 | 11:30 am – FY 2019 CDBG Closeout Hearing at City Hall
4. February 23, 2021 | 12:00 pm – FY 2021 Public Hearing at City Hall
5. March 1, 2021 | 7:00 pm – Regular Meeting of the Mayor and Council at Hogansville City Hall

Meeting to be held at Hogansville City Hall, 400 East Main Street, Hogansville Ga. 30230



Regular Meeting
February 1, 2021

Meeting held at Hogansville City Hall, 400 East Main Street, Hogansville GA 30230

Call to Order: Mayor Bill Stankiewicz called the regular meeting to order at 7:00 pm. Present were Council Members Marichal Price, Mandy Neese, Mark Ayers and Toni Striblin. Also present were City Manager Jonathan Lynn, Assistant City Manager Lisa Kelly, City Attorney Alex Dixon, and Community Development Director Lynne Miller. Council Member Reginald Jackson was not present for tonight's meeting.

Council Member Toni Striblin gave an Invocation and Mayor Stankiewicz led the Pledge of Allegiance.

CONSENT AGENDA

Motion: Council Member Neese moved to approve the Consent Agenda The motion was seconded by Council Member Price.

Roll Call Vote: Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea).

Motion Passed 4-0

PUBLIC HEARING

Paul Jerrell with Three Rivers Regional Commission spoke on the five year update for the 2021-2041 Hogansville Comprehensive Plan. He stated that the plan draft is up for review and will be sent to Department of Community Affairs (DCA) for the 30-day review period and will then go before city council for adoption.

PRESENTATION

City Manager Jonathan Lynn recognized Robert Parham with the Employee Service Award for 10 years of service as the City's heavy equipment operator.

PUBLIC COMMENTS

Jake Ayers voiced his concerns on his utility bill.

NEW BUSINESS

1. 1st Reading – Ordinance – Nuisance Animals

City Attorney Alex Dixon read the first reading of the proposed ordinance regarding nuisance animals. No action was taken at tonight's meeting.

2. 1st Reading – Ordinance – Rabies Vaccination Requirement

City Attorney Alex Dixon read the first reading of the proposed ordinance regarding requiring rabies vaccinations for pets inside the city. No action was taken at tonight's meeting.

3. Surplus Vehicles

Motion: A motion was made by Council Member Neese to surplus the four Humvees that were acquired by the police department from prior military use. The motion was seconded by Council Member Price.

Discussion: None

Roll Call Vote: Price (Yea), Neese (Yea), Ayers (Yea), Striblin (Yea)

Motion Passed 4-0

ADJOURNMENT

On a motion made by Council Member Price and dually seconded, Mayor Bill Stankiewicz adjourned the meeting at 7:41 PM.

Respectfully,



LeAnn Lehigh
Administrative Assistant
City of Hogansville

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND THE ANIMAL CONTROL ORDINANCE OF THE CITY SO AS TO PROVIDE FOR THE ENFORCEMENT OF CODE PROVISIONS FOR PUBLIC NUISANCE ANIMALS LOCATED WITHIN THE CITY; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE COUNCIL OF THE CITY OF HOGANSVILLE HEREBY ORDAINS:

SECTION 1:

That the Code of Ordinances of the City of Hogansville be amended by adding thereto a new Section 10-37, to be entitled "Enforcement and Penalties for Public Nuisance Animals" and to read as follows:

"Sec. 10-37. Enforcement and Penalties for Public Nuisance Animals.

- (a) It shall be unlawful for any person to own, possess or otherwise be in custody of, in charge of, or in control of a "public nuisance" animal as defined under Code Section 10-31 of the City Code.
- (b) Any person found guilty of an offense of this Code Section shall be punished in accordance with Code Section 1-7 of the City Code.
- (c) Each violation of this Code Section and/or continuing violations of this Code Section beyond a twenty-four (24) hour period shall be considered a separate and distinct offense, punishable as provided under Code Section 1-7 of the City Code.
- (d) Continuing violations of this Code Section related to a "public nuisance" animal lasting beyond ten (10) days shall authorize the City to take custody of and impound any such animal."

SECTION 2:

All ordinances in conflict with this ordinance are hereby repealed.

SECTION 3:

This ordinance, after adoption by the Council and upon approval by the Mayor, shall become effective immediately.

INTRODUCED AND FIRST READING _____

SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND THE ANIMAL CONTROL ORDINANCE OF THE CITY SO AS TO PROVIDE FOR THE CONTROL OF RABIES WITHIN THE CITY, INCLUDING REQUIRING THE RABIES INOCULATION OF ANIMALS AND QUARANTINE OF ANY ANIMAL AFTER BITING A HUMAN WITHIN THE CITY; TO REPEAL CONFLICTING ORDINANCES; TO FIX AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE COUNCIL OF THE CITY OF HOGANSVILLE HEREBY ORDAINS:

SECTION 1:

That the Code of Ordinances of the City of Hogansville be amended by adding thereto a new Division 5 entitled "Rabies Control," including Section 10-90 to be entitled "Rabies inoculation of animals" and Section 10-91 entitled "Rabies quarantine," under Article II of Chapter 10 of the City Code, and to read as follows:

"DIVISION 5: RABIES CONTROL

Section 10-90. Rabies inoculation of animals.

- (a) All dogs, cats and ferrets shall be vaccinated by four (4) months of age and revaccinated as recommended by the current Compendium of Animal Rabies or a licensed veterinarian according to the type of vaccine and the duration of its effectiveness.
- (b) Animals that may not be vaccinated for health reasons at the direction of a licensed veterinarian and those under the suggested age shall wear a collar with identification tags when off the property of the owner.
- (c) Ferrets are not required to wear a collar and tag, however the owner, caretaker or veterinarian shall provide proof of vaccination upon demand.
- (d) It shall be unlawful for any person to keep or harbor or allow to be kept or harbored any dog or cat over four (4) months of age without a collar, which shall have attached thereto a valid rabies vaccination tag.
- (e) Dogs, while legally hunting or working on agricultural property with permission of the owner, are not required to wear a collar with identification tags when off the property of the owner.
- (f) Show animals are not required to wear a collar or rabies tag while being shown as required by this chapter provided that the owner/handler shall have the rabies tag in his/her possession where it may be shown upon demand.
- (g) Animals that are housed at licensed kennels, shelters, or veterinary clinics are exempt from wearing collars and rabies tags provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his/her possession where it may be shown upon demand.
- (h) Cats and dogs over four (4) months of age that are on the owner's property are not required to wear their rabies tag provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his/her possession where it may be shown upon demand.
- (i) Any dog or cat entering the City for the purpose of a temporary stay not exceeding ten (10) days shall be exempt from the rabies tag provision of this section, but shall be subject to all other provisions of this chapter.

Section 10-90. Rabies inoculation of animals.

- (a) In the event a dog, cat or ferret has bitten a human within the city limits, such animal shall be immediately placed in quarantine for ten (10) days. At the election of the animal control officer, the quarantine may take place at the animal control facility, a kennel in a veterinary hospital or commercial boarding establishment or, upon proof that the animal has received proper inoculation to include rabies vaccination, at the home of the animal's owner. Should the quarantine be at the home of the animal's owner, the animal shall be inside the home or, if outside, be contained in a pen or on a leash so as to not be generally assessable to the public. Moreover, in the event the quarantine is at the home of the owner, the owner shall produce the animal at the request of the animal control officer for the purpose of observation of the animal during said quarantine. At the first sign of illness or behavioral change in the animal, the owner shall be required to have the animal evaluated by a veterinarian. If clinical signs are suggestive of rabies, the animal should be immediately destroyed, tested for rabies and the exposed person(s) notified.
- (b) Any stray or unwanted dog, cat or ferret which bites a person may be destroyed immediately and the head submitted for rabies examination."

SECTION 3:

All ordinances in conflict with this ordinance are hereby repealed.

SECTION 4:

This ordinance, after adoption by the Council and upon approval by the Mayor, shall become effective immediately.

INTRODUCED AND FIRST READING _____

SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

Model Soil Erosion, Sedimentation And Pollution Control Ordinance

NOW, THEREFORE, BE IT ORDAINED, BY
_____The City of Hogansville_____

SECTION I TITLE

This ordinance will be known as “**Hogansville**
Soil Erosion, Sedimentation and Pollution Control
Ordinance.”

SECTION II DEFINITIONS

The following definitions shall apply in the
interpretation and enforcement of this ordinance,
unless otherwise specifically stated:

1. **Best Management Practices (BMPs):** These include 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 Commission as of January 1 of the year in which the land-disturbing activity was permitted.
2. **Board:** The Board of Natural Resources.
3. **Buffer:** The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.
4. **Certified Personnel:** A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.
5. **Coastal Marshlands:** Shall have the same meaning as in O.C.G.A. 12-5-282.
6. **Commission:** The Georgia Soil and Water Conservation Commission (GSWCC).
7. **CPESC:** Certified Professional in Erosion and Sediment Control with current

certification by EnviroCert, Inc. Certified Professional in Erosion and Sediment Control Inc., a corporation registered in North Carolina, which is also referred to as CPESC or CPESC, Inc.

8. **Cut:** A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.
9. **Department:** The Georgia Department of Natural Resources (DNR).
10. **Design Professional:** A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by Certified Professional in Erosion and Sediment Control Inc. EnviroCert, Inc. Design Professionals shall practice in a manner that complies with applicable Georgia law governing professional licensure.
11. **Director:** The Director of the Environmental Protection Division or an authorized representative.
12. **District:** The Region I Soil and Water Conservation District.
13. **Division:** The Environmental Protection Division (EPD) of the Department of Natural Resources.
14. **Drainage Structure:** A device composed of a virtually nonerodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.
15. **Erosion:** The process by which land surface is worn away by the action of wind, water, ice or gravity.
16. **Erosion, Sedimentation and Pollution Control Plan:** A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as a minimum protections at least as stringent as the

- State General Permit, best management practices, and requirements in section IV.C. of this ordinance.
17. **Fill:** A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.
 18. **Final Stabilization:** All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscape areas), or equivalent permanent stabilization measures as defined in the Manual (excluding a crop of annual vegetation and seeding of target crop perennials appropriate for the region), or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.
 19. **Finished Grade:** The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.
 20. **Grading:** Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.
 21. **Ground Elevation:** The original elevation of the ground surface prior to cutting or filling.
 22. **Land-Disturbing Activity:** Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section III, Paragraph 5.
 23. **Larger Common Plan of Development or Sale:** A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.
 24. **Local Issuing Authority:** The governing authority of any county or municipality which is certified pursuant to subsection (a) O.C.G.A. 12-7-8.
 25. **Metropolitan River Protection Act (MRPA):** A state law referenced as O.C.G.A. 12-5-440 et.seq. which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.
 26. **Natural Ground Surface:** The ground surface in its original state before any grading, excavation or filling.
 27. **Nephelometric Turbidity Units (NTU):** Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.
 28. **NOI:** A Notice of Intent form provided by EPD for coverage under the State General Permit.

29. **NOT:** A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.
30. **Operator:** The party or parties that have:
(A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.
31. **Outfall:** The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.
32. **Permit:** The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.
33. **Person:** Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.
34. **Phase or Phased:** Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.
35. **Project:** The entire proposed development project regardless of the size of the area of land to be disturbed.
36. **Properly Designed:** Designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.
37. **Roadway Drainage Structure:** A device such as a bridge, culvert, or ditch, composed of a virtually nonerrodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.
38. **Sediment:** Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.
39. **Sedimentation:** The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
40. **Soil and Water Conservation District Approved Plan:** An erosion, sedimentation and pollution control plan approved in writing by the Soil and Water Conservation District.
41. **Stabilization:** The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.
42. **State General Permit:** The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of Code Section 12-5-30.
43. **State Waters:** Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds,

drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

44. **Structural Erosion, Sedimentation and Pollution Control Practices:** Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.
45. **Trout Streams:** All streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. 12-5-20, in the rules and regulations for Water Quality Control, Chapter 391-3-6 at www.gaepd.org www.epd.georgia.gov. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.
46. **Vegetative Erosion and Sedimentation Control Measures:** Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:
- a. Permanent seeding, sprigging or planting, producing long-term vegetative cover, or

- b. Temporary seeding, producing short-term vegetative cover; or
- c. Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

47. **Watercourse:** Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.
48. **Wetlands:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

SECTION III EXEMPTIONS

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following

1. Surface mining, as the same is defined in O.C.G.A. 12-4-72, "The Georgia Surface Mining Act of 1968".
2. Granite quarrying and land clearing for such quarrying;
3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
4. The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under

this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. 12-7-6 and this paragraph. For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the Local Issuing Authority;

5. Agricultural operations as defined in O.C.G.A. 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;
6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in paragraphs (15) and (16) of Section IV C. of this ordinance, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;
7. Any project carried out under the technical supervision of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture;
8. Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one (1) acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the Local Issuing Authority from regulating any such project which is not specifically exempted by paragraphs 1, 2, 3, 4, 5, 6, 7, 9 or 10 of this section;
9. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway

Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or the State Road and Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the Local Issuing Authority, the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;

10. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a

larger common plan of development or sale under the state general permit, in which case the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and

11. Any public water system reservoir.

SECTION IV MINIMUM REQUIREMENTS FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL USING BEST MANAGEMENT PRACTICES

A. GENERAL PROVISIONS

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of Section IV B. & C. of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

B. MINIMUM REQUIREMENTS/ BMPs

1. Best management practices as set forth in Section IV B. & C. of this ordinance shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete

- defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. 12-7-6 subsection (b).
2. A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five (5) acres.
 3. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a Local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.
 4. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
 5. The LIA may set more stringent buffer requirements than stated in C.15,16 and 17, in light of O.C.G.A. § 12-7-6 (c).
- C. 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:
1. Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion;
 2. Cut-fill operations must be kept to a minimum;
 3. Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
 4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
 5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
 6. Disturbed soil shall be stabilized as quickly as practicable;
 7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;

8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. 12-7-1 et. seq.;
10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
11. Cuts and fills may not endanger adjoining property;
12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
14. Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Section IV B. 2. of this ordinance;
15. Except as provided in paragraph (16) and (17) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. 12-2-8, where a drainage structure or a roadway drainage structure must be

constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or where bulkheads and sea walls are installed to prevent shoreline erosion on Lake Oconee and Lake Sinclair; or along any ephemeral stream. As used in this provision, the term 'ephemeral stream' means a stream: that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow, Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy

- is left in sufficient quantity to keep shade on the stream bed; and
- b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and
16. 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 Article 2 of Chapter 5 of Title 12, 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, 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 Director 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:
 - a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
 - b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and
 17. There is established a 25 foot buffer along coastal marshlands, as measured horizontally from the coastal marshland-upland interface, as determined in accordance with Chapter 5 of Title 12 of this title, the "Coastal Marshlands Protection Act of 1970." And the rules and regulations promulgated thereunder, except where the director determines

to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to Code Section 12-2-8, where an alteration within the buffer area has been authorized pursuant to Code Section 12-5-286, for maintenance of any currently serviceable structure, landscaping, or hardscaping, including bridges, roads, parking lots, golf courses, golf cart paths, retaining walls, bulkheads, and patios; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, where a drainage structure or roadway drainage structure is constructed or maintained; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, on the landward side of any currently serviceable shoreline stabilization structure, or for the maintenance of any manmade storm-water detention basin, golf course pond, or impoundment that is located entirely within the property of a single individual, partnership, or corporation; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented. For the purposes of this paragraph maintenance shall be defined as actions necessary or appropriate for retaining or restoring a currently serviceable improvement to the specified operable condition to achieve its maximum useful life.

Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable period of time after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design and serviceable shall be defined as usable in its current state or with minor maintenance but not so degraded as to essentially require reconstruction.

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat; and
- b. The buffer shall not apply to crossings for utility lines that cause a width of disturbance of not more than 50 feet within the buffer, provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.
- c. The buffer shall not apply to any land-disturbing activity conducted pursuant to and in compliance with a valid and effective land-disturbing permit issued subsequent to April 22,

2014, and prior to December 31, 2015; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented or any lot for which the preliminary plat has been approved prior to December 31, 2015 if roadways, bridges, or water and sewer lines have been extended to such lot prior to the effective date of this Act and if the requirement to maintain a 25 foot buffer would consume at least 18 percent of the high ground of the platted lot otherwise available for development; provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.

d. Activities where the area within the buffer is not more than 500 square feet or that have a “Minor Buffer Impact” as defined in 391-3-7-.01(r), provided that the total area of buffer impacts is less than 5,000 square feet are deemed to have an approved buffer variance by rule. Bank stabilization structures are not eligible for coverage under the variance by rule and notification shall be made to the Division at least 14 days prior to the commencement of land disturbing activities.

- D. Nothing contained in O.C.G.A. 12-7-1 et. seq. shall prevent any Local Issuing Authority from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in Section IV B. & C. of this ordinance.
- E. The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.

SECTION V APPLICATION/PERMIT PROCESS

- A. GENERAL The
The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The Local Issuing Authority shall review the tract to be developed and the area surrounding it. They shall consult the zoning ordinance, storm water management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance, and any other ordinances, rules, regulations or permits, which regulate the development of land within the jurisdictional boundaries of the Local Issuing Authority. However, the owner and/or operator are the only parties who may obtain a permit.
- B. APPLICATION REQUIREMENTS
 1. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of the City of Hogansville without first obtaining a permit from the City of Hogansville to perform such activity and providing a copy of Notice of Intent submitted to EPD if applicable.
 2. The application for a permit shall be submitted to the City of Hogansville and must include the applicant’s erosion, sedimentation and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section V C. of this ordinance. Erosion, sedimentation and pollution control plans, together with supporting data, must demonstrate affirmatively that the land disturbing activity proposed will be carried out in such a manner that the provisions of Section IV B. & C. of this ordinance will be met. Applications for a permit will not be accepted unless accompanied by 4 copies of the applicant’s erosion, sedimentation and pollution control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10.

3. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. 12-7-8 half of such fees levied shall be submitted to the Division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. 12-7-17 shall be submitted in full to the Division, regardless of the existence of a Local Issuing Authority in the jurisdiction.
4. Immediately upon receipt of an application and plan for a permit, the Local Issuing Authority shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion, sedimentation and pollution control plan. The District shall approve or disapprove a plan within 35 days of receipt. Failure of the District to act within 35 days shall be considered an approval of the pending plan. The results of the District review shall be forwarded to the Local Issuing Authority. No permit will be issued unless the plan has been approved by the District, and any variances required by Section IV C. 15, 16 and 17 have been obtained, all fees have been paid, and bonding, if required as per Section V B.6., have been obtained. Such review will not be required if the Local Issuing Authority and the District have entered into an agreement which allows the Local Issuing Authority to conduct such review and approval of the plan without referring the application and plan to the District. The Local Issuing Authority with plan review

authority shall approve or disapprove a revised Plan submittal within 35 days of receipt. Failure of the Local Issuing Authority with plan review authority to act within 35 days shall be considered an approval of the revised Plan submittal.

5. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing the application under consideration, the Local Issuing Authority may deny the permit application.
6. The Local Issuing Authority may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this section or with the conditions of the permit after issuance, the Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the Local Issuing Authority with respect to alleged permit violations.

C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the minimum requirements as contained in Section IV B. & C. of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The *Manual for Erosion and Sediment Control in Georgia* is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the

interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. 12-7-20.

2. Data Required for Site Plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

D. PERMITS

1. Permits shall be issued or denied as soon as practicable but in any event not later than forty-five (45) days after receipt by the Local Issuing Authority of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
2. No permit shall be issued by the Local Issuing Authority unless the erosion, sedimentation and pollution control plan has been approved by the District and the Local Issuing Authority has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section IV C. 15, 16 and 17 are obtained, bonding requirements, if

necessary, as per Section V B. 6. are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the Local Issuing Authority are met. If the permit is denied, the reason for denial shall be furnished to the applicant.

3. Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the local issuing authority.
4. If the tract is to be developed in phases, then a separate permit shall be required for each phase.
5. The permit may be suspended, revoked, or modified by the Local Issuing Authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
6. The LIA may reject a permit application if the applicant has had two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. 12-7-7 (f) (1).

SECTION VI INSPECTION AND ENFORCEMENT

- A. The city employees will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the

activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the Local Issuing Authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.

- B. The Local Issuing Authority must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.
- C. The City of Hogansville shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- D. No person shall refuse entry or access to any authorized representative or agent of the Local Issuing Authority, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents

appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.

- E. The District or the Commission or both shall semi-annually review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). The District or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion, sedimentation and pollution control program. The District or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.
- F. The Division may periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to Code Section 12-7-8 (a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any, between the district and the governing authority. If such review indicates that the governing authority of any county or municipality certified pursuant to O.C.G.A. 12-7-8 (a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. 12-7-7 (e), the Division shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the county or municipality as a Local Issuing Authority.

SECTION VII PENALTIES AND INCENTIVES

A. FAILURE TO OBTAIN A PERMIT FOR LAND-DISTURBING ACTIVITY

If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the Local Issuing Authority.

B. STOP-WORK ORDERS

1. For the first and second violations of the provisions of this ordinance, the Director or the Local Issuing Authority shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the Director or the Local Issuing Authority shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the Director or the Local Issuing Authority shall issue an immediate stop-work order in lieu of a warning;
2. For a third and each subsequent violation, the Director or the Local Issuing Authority shall issue an immediate stop-work order; and;
3. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
4. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the Local Issuing Authority or by the Director or his or her Designee, have been or are being discharged into state waters and where best management practices have not been properly designed,

installed, and maintained, a stop work order shall be issued by the Local Issuing Authority or by the Director or his or her Designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

C. BOND FORFEITURE

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section V B. 6. The Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

D. MONETARY PENALTIES

1. Any person who violates any provisions of this ordinance, or any permit condition or limitation established pursuant to this ordinance, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in any City charter to the contrary, municipal courts shall be authorized to

impose penalty not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this ordinance under county ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

SECTION VIII
EDUCATION AND
CERTIFICATION

- A. Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. 12-7-20.
- B. For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the Commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.
- C. Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may

contract with certified persons to meet the requirements of this ordinance.

- D. If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

SECTION IX
ADMINISTRATIVE APPEAL
JUDICIAL REVIEW

- A. ADMINISTRATIVE REMEDIES
The suspension, revocation, modification or grant with condition of a permit by the Local Issuing Authority upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the City Administrator within _____ 15 _____ days after receipt by the Local Issuing Authority of written notice of appeal.
- B. JUDICIAL REVIEW
Any person, aggrieved by a decision or order of the Local Issuing Authority, after exhausting his administrative remedies, shall have the right to appeal denovo to the Superior Court of Troup County.

SECTION X
EFFECTIVITY, VALIDITY
AND LIABILITY

A. EFFECTIVITY

This ordinance shall become effective on the _____ day of _____, 20__.

B. VALIDITY

If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.

C. LIABILITY

1. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the Local Issuing Authority or District for damage to any person or property.
2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
3. No provision of this ordinance shall permit any persons to violate the Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

ATTEST:

Signature

Signature

Mayor Bill Stankiewicz
Reginald Jackson, Post 1
Marichal Price, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5



Jonathan H. Lynn, City Manager
Lisa Kelly, Assistant City Manager
Alex Dixon, City Attorney
400 E Main St
Hogansville GA 30230-1196
706-637-8629 | cityofhogansville.org

RESOLUTION

of the City of Hogansville

WHEREAS, the City of Hogansville has completed its 2021-2041 Comprehensive Plan update; and

WHEREAS, the updated Comprehensive Plan was prepared in accordance with the Minimum Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, the two required public hearings were conducted at the Hogansville City Hall on August 19, 2019 and February 1, 2021; and

WHEREAS, the draft Comprehensive Plan was posted on the City of Hogansville website and available for viewing at the Hogansville City Hall; and

WHEREAS, the Comprehensive Plan was transmitted to the Georgia Department of Community Affairs and Three Rivers Regional Commission for review;

NOW, THEREFORE, LET IT BE RESOLVED, that the City of Hogansville City Council hereby adopts this 2021-2041 Comprehensive Plan pending notification of approval by the Georgia Department of Community Affairs.

So ordained this 15th Day of February, 2021.

By _____
Mayor William C. Stankiewicz

Attest: _____
Lisa Kelly, Assistant City Manager

CITY COUNCIL
Mayor Bill Stankiewicz
Reginald Jackson, Post 1
Marichal Price, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5



Jonathan Lynn, City Manager
Lisa Kelly, Assistant City Manager
Alex Dixon, City Attorney

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COUNCIL ACTION FORM

MEETING DATE: February 15, 2021

SUBMITTED BY: Jonathan Lynn

AGENDA TITLE: Naming/renaming policy for city owned/operated park, street, building or other geographical feature within the City of Hogansville

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)

From time to time, the City is approached by various citizens, groups, organizations, etc. regarding naming of streets, parks, monuments, buildings, and the like. This has created a bit of confusion due to Hogansville not possessing a policy regarding how to handle those requests and how to properly complete such a request.

The purpose of this policy is to establish a set of standards and guidelines for the naming and renaming of a street, park, structure or geographical feature within the corporate limits of the City of Hogansville owned or operated by the City. This policy will guide name recognition and establish and insure its uniform application. It is understood the responsibility for naming or renaming of a street, structure or geographical features within the corporate boundaries of the City lies with the governing body of the City of Hogansville.

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

Applications/requests require a \$50 non-refundable fee. Unless there is an agreed upon cost share by the City, all costs are to be the responsibility of the requestor based off estimates gathered by the City Manager.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends approval of the ordinance for the creation of a naming/renaming policy within the City of Hogansville.

**Policy and Procedure for the Naming or Renaming
of a Park, Street, Structure or Geographical Feature
Within the Corporate Boundaries of the City of Hogansville**

Purpose: The purpose of this policy is to establish a set of standards and guidelines for the naming and renaming of a street, park, structure or geographical feature within the corporate limits of the City of Hogansville owned or operated by the City. This policy will guide name recognition and establish and insure its uniform application. It is understood the responsibility for naming or renaming of a street, structure or geographical features within the corporate boundaries of the City lies with the governing body of the City of Hogansville.

Objectives:

- Naming of streets, parks, structures and geographical features enhances a sense of community within the City
- Ensure that parks and other features of the City are easily identified and located.
- Ensure that names given are consistent with the values and characteristics of the City.
- Assure the quality of the title/name, so that it will serve the purpose of the City in a permanent manner.
- Encourage public participation and input in order to fully represent the best interests of the area affected.
- Encourage and recognize the dedication of lands, or donations by individuals or groups.

Qualifying Names and/or Criteria:

- Geographical location of the facility including descriptive names.
- An outstanding feature of the area such as a hill, river or vegetation.
- Commonly recognized subjects of historical significance such as an event, person, group culture or place
- A person or group who significantly contributed to the acquisition or development of the park or facility.
- An individual who provided an exceptional or significant service to the City.
 - If an elected official, the individual must have completed his/her term.
 - Other individuals must have retired from the position for which they are to be honored.
 - Individuals must have attained the age of 65 or be deceased.
 - The above does not apply in the case of property or structure donations.
 - Under unusual circumstances the governing body of the City may make exceptions to the above
- A person whose contribution or significant gift is of a most extraordinary nature.
- Naming may be considered based on the provision of significant funding that underwrites the cost of renovation or construction of City property. Financial contributions or underwritings shall be broadly defined as substantial monetary contributions that completely or significantly enable City projects such as parks, buildings or property acquisition to occur. This may include monetary gifts and/or grants that leverage federal, state and local funding for such projects or complete donation of land.
- Land and facilities that are donated to the City can be named by deed restrictions by the donor. The naming and acceptance of land and/or facilities is subject to the approval of the City governing body.

- Naming may not conflict with public grant funding policies established by state or federal grant funding programs.

Exclusions: Naming associations with tobacco, alcohol, contraceptives, religious organizations, political candidates or adjudicated felons are prohibited.

Renaming: The intent of naming is for permanent recognition, however the dedication of small park amenities with an identifiable lifespan and not intended to be permanent such as benches and tables may be made. The renaming of parks, streets, structures and geographical features is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contribution. Names may be changed only if the current name is ineffectual or inappropriate.

Procedure:

- Staff, city residents, community leaders and organizations interested in proposing a name or name change for a park, street, structure or geographical feature must submit in writing the justification for such name in detail together with recommendations, petitions, etc. to the City Manager.
- A non-refundable application fee of \$50 must be included with the proposal. Payment of this fee is not a guarantee of approval.
- When naming for an individual(s) written documentation of approval of next of kin, if possible, is required to be part of the proposal.
- When naming or renaming of a street is proposed the approval of the USPS and all individuals, businesses and organizations affected must be obtained.
- When naming or renaming of a geographical feature is proposed the approval of the appropriate state and/or federal agency(s) must be obtained.
- The City Manager shall prepare an estimate of the costs of signage and required changes to the park, street, structure or geographical feature. All such costs are to be borne by the requestor unless a request is made for City funds to be required.
- City staff shall make a recommendation of approval or disapproval to the governing body.
- The governing body may allow for public input or comment.
- The governing body shall have the final authority to approve such name or name change.

The undersigned acknowledges receipt of these procedures and understands that the application fee is non-refundable, and further acknowledges responsibility for costs of signage and changes unless a request for City funds is attached to the proposal.

Name _____

Signature _____

CITY COUNCIL
Mayor Bill Stankiewicz
Reginald Jackson, Post 1
Marichal Price, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5



Jonathan Lynn, City Manager
Lisa Kelly, Assistant City Manager
Alex Dixon, City Attorney

400 E Main St
Hogansville GA 30230-1196
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: February 15, 2021

SUBMITTED BY: Lynne Miller *LSM*

AGENDA TITLE: Reappointment to Troup County Recreation Board

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 Troup County Parks and Recreation Board advises the Troup County Parks and Recreation Department regarding countywide recreation facilities and programs. The Hogansville City Council appoints two city residents to this board. Members serve 3-year renewable terms that expire December 31.

Hogansville's current appointees are Tony Williamson and Willie Ector. Mr. Ector's term expired December 31, 2020. The City advertised this opportunity via utility mailers. No outside applicants stepped forward. Mr. Ector is willing to serve another term. Mr. Ector's application form is attached.

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

N/A

STAFF RECOMMENDATION (Include possible options for consideration)

Reappoint Willie Ector to the Troup County Recreation Board.

CITY COUNCIL
Mayor Bill Stankiewicz
Reginald Jackson, Post 1
Marichal Price, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5



Jonathan Lynn, City Manager
Lisa Kelly, Assistant City Manager
Alex Dixon, City Attorney

400 E Main St
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COUNCIL ACTION FORM

MEETING DATE: February 15, 2021

SUBMITTED BY: Jonathan Lynn

AGENDA TITLE: Approval of Service Delivery Strategy Proposal and Authorization for Mayor to sign Final Agreement

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 Service Delivery Strategy is a mandated document that is required by the State of Georgia as part of maintaining each entity's Qualified Local Government (QLG) status. The Cities of LaGrange, West Point, and Hogansville have been working with Troup County to update the 2011 version of this agreement that details how each service provided to residents within all of Troup County is accounted for.

Throughout the negotiation process, the City of Hogansville has requested consideration of relief for Fire Services within the City of Hogansville.

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

The City will reduce our annual payment for fire services to Troup County down to \$195,000 for each of the next two (2) years and agree to revisit it after that point to determine if development causes a need for increased fees. The amount paid to Troup in our current FY21 budget is \$237,618. In addition, Troup County is providing Hogansville an additional \$40,000 (one-time) for Parks and Recreation to assist in offsetting grant matching funds for our Lake Jimmy Jackson Project, or other parks related services.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends approval of the Service Delivery Strategy Proposal and to authorize the Mayor to execute final agreement after all parties are in agreement on their respective portions of the SDS proposal.

INTERGOVERNMENTAL AGREEMENT
REGARDING FIRE SERVICE

STATE OF GEORGIA
COUNTY OF TROUP.

This Intergovernmental Agreement Regarding Fire Service (the “Agreement”) is made and entered into this ____ day of February, 2021, by and between the City of Hogansville, Georgia (hereafter referred to as “Hogansville”) and Troup County, Georgia (hereafter referred to as “County”).

WHEREAS, County currently provides fire services for Hogansville and utilizes a fire station in Hogansville known as Station Number 11 of the Troup County Fire Department pursuant to an Intergovernmental Agreement Regarding Fire Service dated May 19, 2000, as amended by First Amendment to Intergovernmental Agreement Regarding Fire Service dated December 2, 2002 (the “Prior Agreement”); and

WHEREAS, Hogansville desires that County should continue providing fire, rescue and protection services as hereafter set forth for the term of this Agreement; and

WHEREAS, as provided in the Service Delivery Strategy Act, O.C.G.A. §36-70-20, *et seq.*, the parties have negotiated and have reached this Agreement with respect to fire services in Hogansville; and

WHEREAS, the parties agree that this Agreement will upon execution be submitted to the Georgia Department of Community Affairs as provided in the Service Delivery Strategy Act, O.C.G.A. §36-70-20, *et seq.*

NOW, THEREFORE, for and in consideration of the benefits accruing to the parties hereto, the parties agree as follows:

1. Termination of Prior Agreement. The Prior Agreement between the parties shall be terminated in its entirety with no remaining or future obligations of either party pursuant thereto on June 30, 2021.
2. Definitions. For purposes of this Agreement:
 - (a) “Fire Chief” means the Troup County Fire Chief or his/her duly authorized designee.
 - (b) “Fire Marshal” means the Troup County Fire Marshal or his/her duly authorized designee.

- (c) "Fire Code" means all applicable State of Georgia, County and Hogansville laws/ordinances, rules and regulations related to fire safety and fire services, including but not limited to the Troup County Code and Hogansville Code and all fire safety codes, rules and regulations incorporated by reference by either or both.
 - (d) "Fire Rescue Services" means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, and hazardous material response provided by County Fire Department personnel.
 - (e) "Services" means Fire Rescue Services and those additional associated operations and services set forth in Sections 8 and 11 of this Agreement.
3. Term. The initial term of this Agreement is from July 1, 2021 through June 30, 2022. Thereafter this Agreement shall automatically renew without further action by Hogansville or County on July 1 of each succeeding year for additional renewal terms of one (1) year each with the final renewal term beginning July 1, 2029 and ending June 30, 2030, unless previously terminated in accordance with the termination provisions of this Agreement.
 4. Termination. This Agreement may be terminated by either party upon one hundred eighty (180) days written notice from one party to the other. Upon termination of this Agreement, whether by expiration of term or termination by notice, Hogansville shall be solely responsible for providing all Services within its corporate boundaries. County may, but is not required to, terminate this Agreement immediately by giving written notice to Hogansville if it fails to pay any amount due under this Agreement on the due date and fails to make payment in full for a period of 30 business days following written notice of default from County.
 5. Transition. The County and Hogansville agree that ninety (90) days prior to the expiration or other termination of this Agreement, they will meet and confer to provide for a smooth and orderly transition of services.
 6. Fee for Services. As consideration for the Services provided by County, Hogansville shall pay to County the following periodic amounts:
 - (a) For the initial term of this Agreement, Hogansville shall pay to County the sum of \$195,000.00 in equal monthly installments payable on the 3rd day of each month.
 - (b) The Fee for Services for each renewal term during the Term of this Agreement after the initial term shall be increased in the same amount of any increase in the Consumer Price Index during the preceding term. In no event shall the Fee for Services be decreased to a sum less than \$195,000.00 for any subsequent term due to changes in the Consumer Price Index. For purposes hereof "Consumer Price Index" shall mean the

Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items. Such annual sum(s) due for any renewal term shall be paid in equal monthly installments payable on the 3rd day of each month.

- (c) No later than thirty (30) days prior to the adoption of the county budget, Hogansville will be provided with the proposed budget for Hogansville operations for the upcoming fiscal year.
- (d) County and Hogansville agree that the Fee for Services of this Agreement shall be reviewed and discussed in good faith ninety (90) days prior to the second, fourth, sixth, and eighth renewal terms of this Agreement at which time the parties may by mutual agreement make an equitable adjustment to the Fee for Services. This meeting may be requested by either party by giving notice as provided herein to the other party at least fourteen (14) days in advance of the proposed meeting date and the failure of either party to request such a meeting shall indicate that neither party is seeking an adjustment.

7. General Operations and Enforcement Authority.

- (a) The Fire Chief will direct and manage the daily operations and provision of Services pursuant to this Agreement.
- (b) The Fire Chief will designate the appropriate county personnel to take an oath administered by an official authorized by Hogansville to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 *et seq.* prior to undertaking fire rescue duties pursuant to this Agreement to enforce the fire code.
- (c) All county personnel assigned to the City to provide Services shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and shall be vested with the “police powers” of the County that are necessary to provide the fire rescue services within the scope of this Agreement.
- (d) Hogansville by authorization and execution of this Agreement vests the Fire Chief and Fire Marshal with the additional power to enforce the Fire Code, to issue citations incident to the enforcement of the Fire Code, and to perform other tasks as are reasonable and necessary in the exercise of their powers within the Hogansville corporate limits. This vesting of additional powers to enforce the Fire Code is made for the sole and limited purpose of giving official and lawful status to the performance of the Services provided by county personnel within the City of Hogansville.
- (e) This Agreement is not intended to and shall not confer upon County Fire Personnel the authority of a peace officer to make arrests within the corporate limits of Hogansville.

- (f) The County Fire Chief, Fire Marshal and/or their duly authorized fire department officers/designees shall enforce the Fire Code and shall appear in the Municipal Court of the City of Hogansville as necessary to prosecute cases made therein. Hogansville agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the fire rescue officers working within Hogansville.
- (g) During the term of this Agreement, the County shall be the sole provider of services within Hogansville that require sworn fire rescue personnel.

8. Fire Inspection and Prevention Operations. The Fire Chief/Fire Marshal shall continue to offer "fire inspection and prevention services" which include, but are not limited to, the following:

- (a) Perform plan reviews for new construction and renovations of existing commercial and multi-family structures and inspections (intermediary and final) of the same;
- (b) Establish occupancy levels for all inspected structures;
- (c) Enforce the applicable provisions of the Fire Code; and
- (d) Keep and provide to Hogansville as requested records of intermediate and final reviews and inspection reports and occupancy loads.

Following approval of final inspections by the Fire Chief/Fire Marshal, the County shall forward a written authorization to Hogansville approving the issuance of a Certificate of Occupancy ("CO") for the permitted work. Hogansville shall not issue any CO without receipt of the express written approval of the Fire Chief/Fire Marshal. Hogansville shall not be obligated to undertake any independent Fire Code compliance plan reviews/inspections, shall be entitled to rely upon County's plan review and inspection, and shall otherwise issue CO's when satisfied that the project has complied with all Hogansville requirements.

9. Equipment, Facilities and Personnel.

- (a) Equipment. County agrees to provide Troup County fire and rescue personnel assigned to work within Hogansville with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon Services in accordance with Troup County Fire Department SOP and County policies and procedures. All County personnel assigned hereunder shall wear the uniform and insignia as issued and ordered by the Troup County Fire Department. County has and shall have and retain full and sole legal title to all equipment provided for use in Hogansville pursuant to this Agreement or the Prior Agreement.

- (b) Facilities. Troup County will maintain, staff and provision at least one (1) fire station within Hogansville and may at its sole discretion relocate said station within the Hogansville corporate limits. County has and shall have and retain sole fee simple title to the station or stations located in Hogansville.
 - (c) Personnel. All County personnel operating within Hogansville pursuant to this Agreement are and shall at times remain employees of the County for all purposes (including but not limited to job duties, work locations, performance standards, certifications, benefits, leave, payroll, pension, promotion, demotion, discipline, termination and workers compensation) and shall be under the sole supervision of the County, the Fire Chief and command structure of the Troup County Fire Department.
- 10. System Improvements. Hogansville agrees that the current fire service facilities and capital equipment located in Hogansville are adequate to fulfill Hogansville's needs. If due to growth of Hogansville, County and Hogansville agree that additional or renovated or refurbished facilities and/or capital equipment are necessary in order to maintain acceptable service levels or to maintain or improve ISO ratings, the same will be funded on a 50-50 basis by County and Hogansville, with title and ownership to be and/or remain in the County.
- 11. Services. During the term of this Agreement, the County shall provide to Hogansville the following services:
 - (a) Fire Rescue Services, which shall be provided in the same manner as such services are provided in the unincorporated Troup County and which shall equal or exceed the fire rescue services provided by County under the Prior Agreement. The County shall provide such services on a continual 24-hour, seven day per week basis with response times in Hogansville to remain consistent with those response times in unincorporated Troup County. County-wide response reports will be maintained and provided to Hogansville by the Fire Chief upon request.
 - (b) The County and Hogansville intend to enter into mutual aid agreements which shall govern the parties in the case of emergencies requiring assistance from neighboring fire departments.
 - (c) All emergency incidents within Hogansville shall operate under the National Response Plan (NRP) utilizing the National Incident Management System (NIMS). During the term of this agreement, Hogansville agrees that it will not adopt any ordinance that in any way amends, repeals or replaces the applicable fire rescue provisions of the Troup County Code, including but not limited to chapter 62 of the Troup County Code and any amendments thereto without providing at least sixty (60) days prior written notice to the Fire Chief so that it can be determined if such action will impede the County in the provision of Services pursuant to this Agreement.

- (d) Fire Inspection and Prevention services as set forth in Section 8 of this Agreement.
- (e) In addition to Fire Rescue Services and Fire Inspection and Prevention Services, County shall provide the following:
 - (1) Communications/Dispatch services for all stations located in Hogansville, with all radio frequency determinations to be made by County.
 - (2) Community education to include fire prevention activities and school educational programming.
 - (3) Emergency Medical Response for incident with injury calls within Hogansville to the emergency medical technician level of service (Non-Transport only).
 - (4) Fire Marshal supplementary services to include commercial, business license/occupational tax inspections; fire safety plan review; life safety inspections/code enforcement, fire/arson investigations; firework stand inspections; review and approve temporary tents; commercial pre-incident surveys.

12. Plan, Permit, and Inspection Fees. In addition to the Fee for Services set forth in Section 6 of this Agreement, Hogansville shall impose upon and collect fees from the applicant for plan reviews, permits and inspections performed under this Agreement in connection with commercial and multi-family buildings constructed or renovated in Hogansville which shall be equal to those imposed upon residents of unincorporated Troup County for similar permits, inspections and plan reviews for residential and commercial structures, whether in effect at the time of this Agreement or as approved by County at some future date. Hogansville shall remit to County monthly all fees imposed and collected by Hogansville for plan reviews, permits and inspections performed under this Agreement for the prior month.

13. Continuing Responsibilities of Hogansville. The following are not subject to this Agreement and Hogansville shall within its corporate limits be and remain solely responsible for:

- (a) Performing all necessary inspections for new Occupational Tax Certificate applicants and shall forward copies of the same to County;
- (b) Performing all inspections for erosion control and site work on all projects within Hogansville;

- (c) Maintaining its water system and fire hydrants, with County having the authority to color code, number, test biannually, and review and provide records for all fire hydrants; and
 - (d) Performing inspections for building code requirements, enforcing all building codes, and prosecuting all building code violations.
14. Records. County shall maintain all documents created pursuant to this Agreement and related to the performance of this Agreement in the same manner and to the same standards as it maintains other County records. County shall, except as may be limited by any provision of state or federal law, make such records available to Hogansville at a mutually agreed upon time and in a mutually agreed upon manner to allow Hogansville to ensure compliance with this Agreement. County shall respond to any Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) requests directed to the County which request records maintained pursuant to this Agreement and shall be entitled to all fees and costs payable for the processing of such requests.
15. Emergency Notification. The Fire Chief and/or the County EMA officer shall notify the Hogansville City Manager of any significant fire rescue emergency situations within Hogansville as soon as practicable under the circumstances. A significant emergency situation is one in which there exists the reasonable likelihood of widespread major property damage, serious bodily injury or loss of life.
16. Notices. Notice that is required or permitted by this Agreement shall be made and shall be effective when sent by certified first class U.S. Mail, return receipt requested. The parties each agree to give the other non-binding duplicate notice using the email addresses provided below. Further changes in addresses shall be effective upon written notice being given by Hogansville to the County Manager or by the County to the City Manager via certified first-class U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

County:

Troup County Board of Commissioners
c/o Troup County Manager
100 Ridley Avenue
LaGrange, Georgia 30240
emosley@troupcountyga.gov

With a copy to:

Troup County Fire Chief
2471 Hamilton Road
LaGrange, GA 30241
jekaitis@troupcountyga.gov

Hogansville:

With a copy to:

17. Indemnification. Each party shall, only to the extent allowed by law, indemnify and hold harmless the other, their officers and employees, from and against damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the willful, intentional wrongdoing or negligent acts, errors or omissions of the party from whom indemnification is sought, or of those for whom the party from whom indemnification is sought is legally liable, which arise out of the performance of this Agreement. The party seeking indemnification agrees to give notice to the party from whom indemnification is sought once it has actual knowledge of any claims as to which indemnity shall be sought, and the party from whom indemnification is sought shall not, without the consent of the party seeking indemnification, consent to the entry of any judgment or enter into any settlement agreement that does not include as an unconditional term, the giving by the claimant or plaintiff to the party seeking indemnification a release from all liability with respect to such claim or litigation.

Nothing in this Section shall be deemed to be a waiver of sovereign immunity of either party, the official or qualified immunity of any individual, statutory immunity of any kind, or any other applicable immunity granted by law.

This Section shall survive the termination of this Agreement for any claims that may be filed after the expiration or termination of this Agreement provided the claims are based upon acts that occurred during the term of this Agreement.

18. Insurance. County shall maintain liability insurance coverage upon its fire service facilities and operations in Hogansville pursuant to this Agreement to the same extent and in the same amounts as it provides for such facilities and operations located with unincorporated Troup County, Georgia.
19. Miscellaneous Provisions.
 - (a) The parties to this Agreement are independent contractors. This Agreement shall not be construed as creating between the parties a partnership, joint venture or any other form of legal association which per se would impose liability upon one party for the actions or failures to act of the other party.
 - (b) Neither party shall assign and/or transfer all or any portion of their interest in or respective benefits or obligations of this Agreement.
 - (c) Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits required by Ga. Comp. R. & Regs. r. 300-10-1-.01 et seq.
 - (d) This Agreement shall be deemed to have been made in the State of Georgia and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Georgia. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this Agreement shall be in the Superior Court of Troup County, Georgia.
 - (e) If any one or more of the provisions, or portion of a provision, contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the remainder of the Agreement and/or the remainder of that provision shall remain valid.
 - (f) The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. The parties further agree that the foregoing recitals are true and correct and incorporated herein by this reference. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this

Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon Hogansville or the County. All parties must sign any subsequent changes in the Agreement. If this Agreement is executed in counterparts, each counterpart is deemed an original of equal dignity with the other and each is deemed one and the same instrument as the other.

- (g) All time limits stated herein are of the essence of this Agreement.
- (h) The failure of either party at any time to require performance by the other party of any provision hereof, shall in no way affect its right thereafter to enforce that same provision or any part of the Agreement, nor shall the failure of a party to enforce any breach of any provision hereof be taken or held to be a waiver of such provision or as a waiver, modification or rescission of the Agreement itself.
- (i) The captions of each numbered section hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and on their behalf by themselves and their respective officers duly authorized, on the day and year first above written.

CITY OF HOGANSVILLE

By: _____
Mayor

Attest: _____
Clerk

TROUP COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk