



City of Hogansville
City Council
Regular Meeting Agenda
Monday, August 1, 2022

**Meeting will be held at Hogansville City Hall,
111 High Street, Hogansville, GA 30230**

Mayor: Jake Ayers	2025	Interim City Manager: Lisa E. Kelly
Council Post 1: Michael Taylor, Jr	2025	City Attorney: Alex Dixon
Council Post 2: Matthew Morgan	2025	Chief of Police: Jeffrey Sheppard
Council Post 3: Mandy Neese*	2023	
Council Post 4: Mark Ayers	2023	
Council Post 5: Toni Striblin	2023	* Mayor Pro-Tem

Regular Meeting – 7:00 pm

1. Call to Order – Mayor Jake Ayers
2. Invocation & Pledge

Consent Agenda

All items 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 August 1, 2022
2. Approval of Minutes: Regular Meeting July 18, 2022

Presentations

1. Jason Stewart – Downtown Development Authority

Executive Session

1. Litigation Exemption

Old Business

1. MEAG Tender Option

New Business

1. Resolution – MEAG Municipal Competitive Trust Authorized Officials
2. Proposal for Engineering Services – Turnipseed Engineers
3. Police Department Radio Communications
4. Troup County School System – School Resource Officer (SRO)

Interim City Manager's Report

Council Member Reports

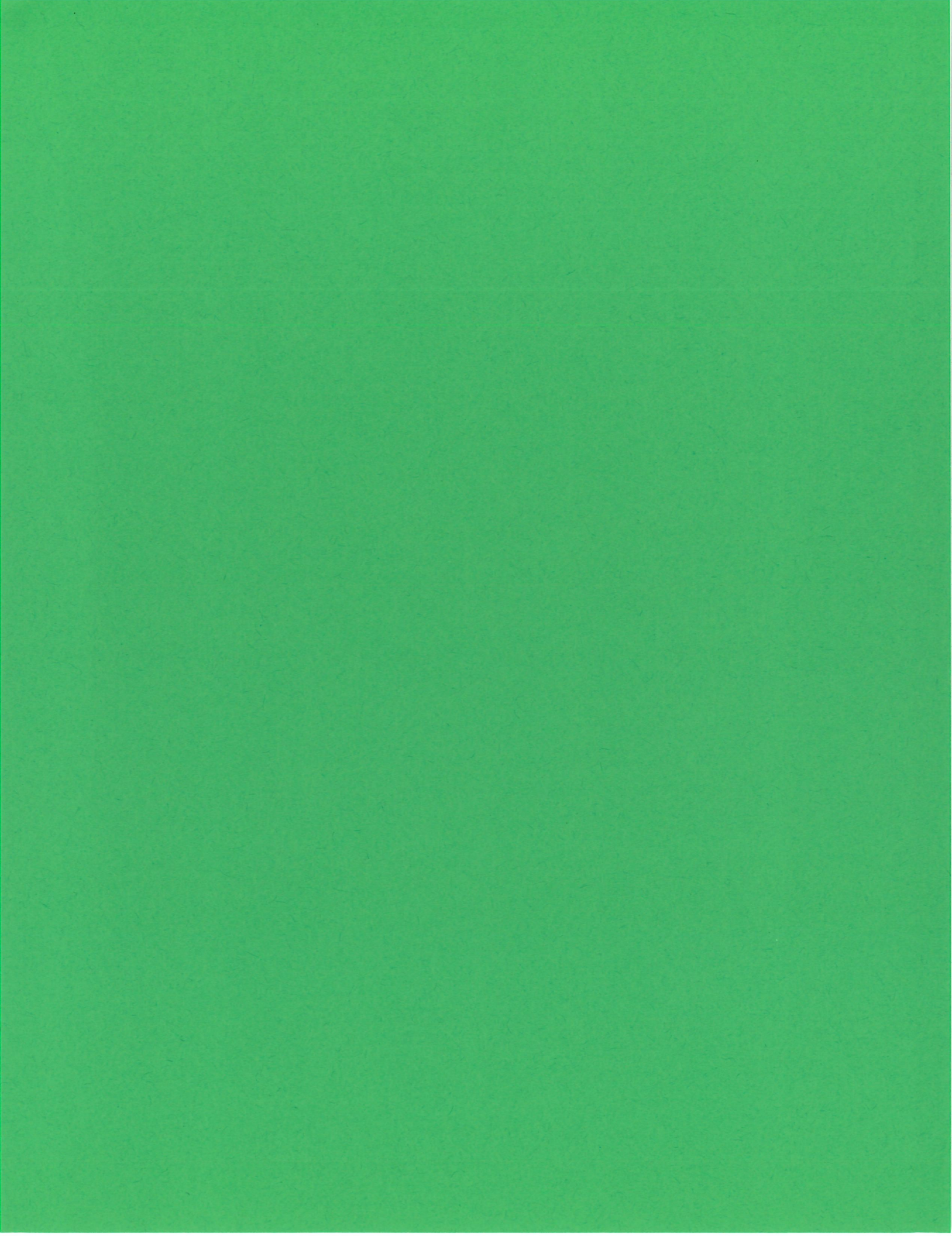
1. Council Member Taylor
2. Council Member Morgan
3. Council Member Neese
4. Council Member Ayers
5. Council Member Striblin

Mayor's Report

Adjourn

Upcoming Dates & Events

- August 15, 2022 | 7:00 pm – Regular Meeting of the Mayor and Council at Hogansville City Hall
- August 16, 2022 | 6:30 pm – Meeting of the Historic Preservation Commission at Hogansville City Hall
- August 18, 2022 | 6:00 pm – Meeting of the Planning & Zoning Commission at Hogansville City Hall





07/18/2022

Regular Meeting

Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230

Call to Order: Mayor Jake Ayers called the meeting to order at 7:00pm. Present were Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Toni Striblin. Also present were City Attorney Alex Dixon, Police Chief Jeff Sheppard, Public Works Director Andy Jones, and Deputy City Clerk LeAnn Lehigh.

An invocation was given by Council Member Morgan and the pledge was led by Mayor Ayers.

CONSENT AGENDA

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

Motion Carries 5-0

PRESENTATIONS

1. Dr. Annice Mabry – Scholarship Program – Dr. Annice Mabry Educational Foundation

Dr. Annice Mabry spoke about her Scholarship Program that helps provide educational opportunities for children and adults in rural communities. She has partnered with the Hogansville Police Department and donated backpacks and school supplies for the Back to School Bash.

Chief Jeff Sheppard introduced the newest member of the Hogansville Police Department, J.D. Young.

OLD BUSINESS

1. Resolution – Bid Acceptance – Bass Cross Road Water Line

Motion: Motion was made by Council Member Neese to approve the Resolution to accept the bid from Smith Pipeline, Inc at \$2,189,230 for the construction of the Bass Cross Road water lines. The motion was seconded by Council Member Taylor.

Discussion: None

Motion Carries 5-0

2. Variance Requests – Mallard Lake

Motion: Motion was made by Council Member Neese to approve all four variance requests for Mallard Lake Subdivision. The motion was seconded by Council Member Ayers.

Discussion: Council Member Morgan was concerned about Lot #33 and worried about public safety hazards if citizens were parking on the street. Chief Sheppard advised that they would measure the road to see if no parking signs were needed.

Motion Carries 5-0

NEW BUSINESS

1. Resolution – Voting Delegate – MEAG

Motion: Motion was made by Council Member Striblin to approve the Resolution to appoint Mayor Jake Ayers and Interim City Manager Lisa Kelly as voting delegates for MEAG. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

2. Resolution – Voting Delegate – MGAG

Motion: Motion was made by Council Member Striblin to approve the Resolution to appoint Mayor Jake Ayers and Interim City Manager Lisa Kelly as voting delegates for MGAG. The motion was seconded by Council Member Ayers.

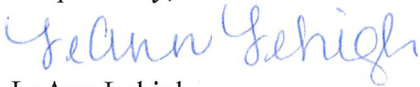
Discussion: None

Motion Carries 5-0

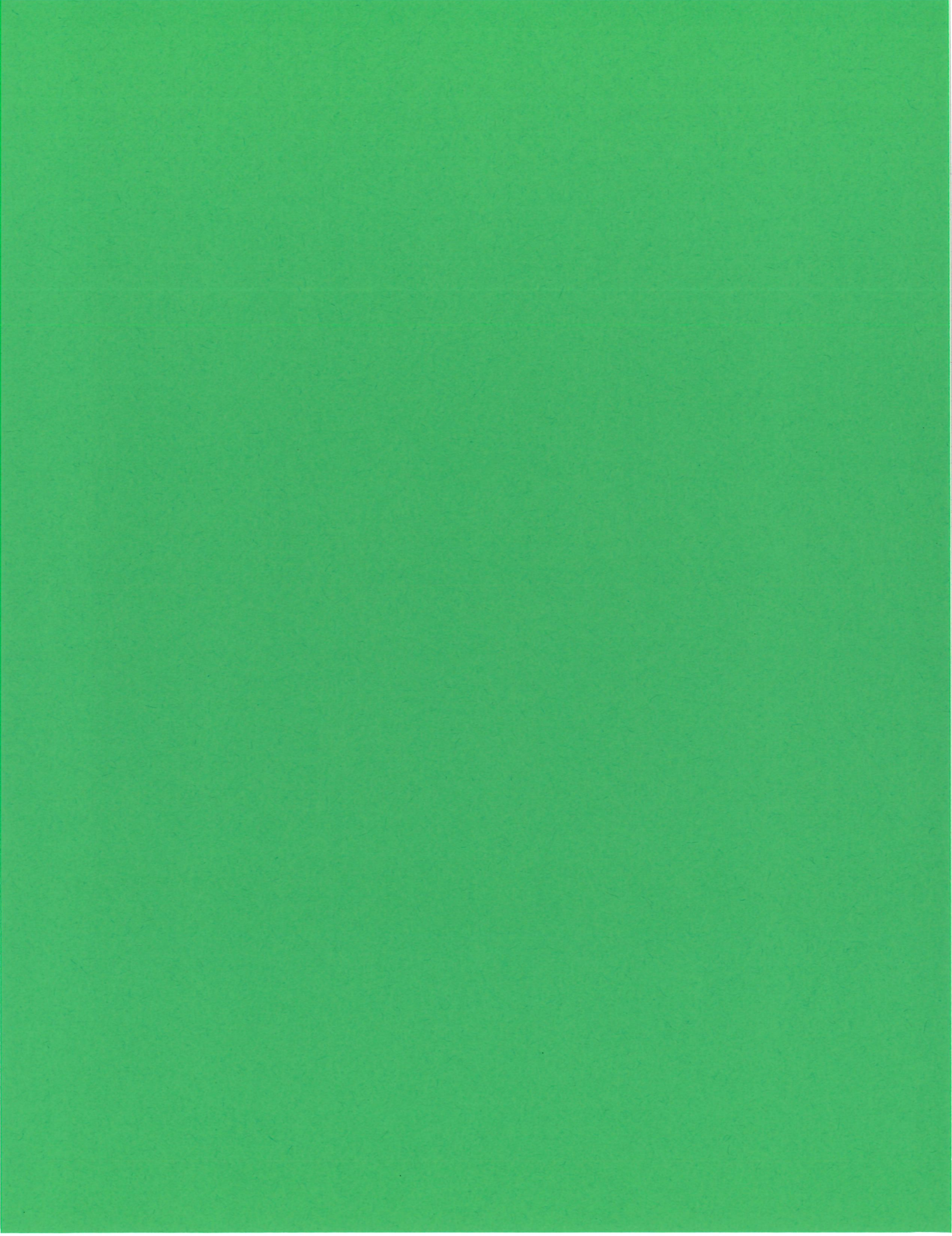
ADJOURNMENT

On a motion made by Council Member Ayers and duly seconded, Mayor Jake Ayers adjourned the meeting at 7:53 pm.

Respectfully,



LeAnn Lehigh
Deputy City Clerk



PROPOSED MOTION

Based upon the information provided by the MEAG Power staff concerning the tender option decision pertaining to the Vogtle Units 3 and 4 Project and after consultation with our internal staff concerning the potential benefits and costs associated with the tender option, I hereby move that the City Council for the City of Hogansville notify MEAG Power that it:

_____ Does support exercising the tender option by SPV M

or;

_____ Does not support exercising the tender option by SPV M

_____ Does support exercising the tender option by SPV J

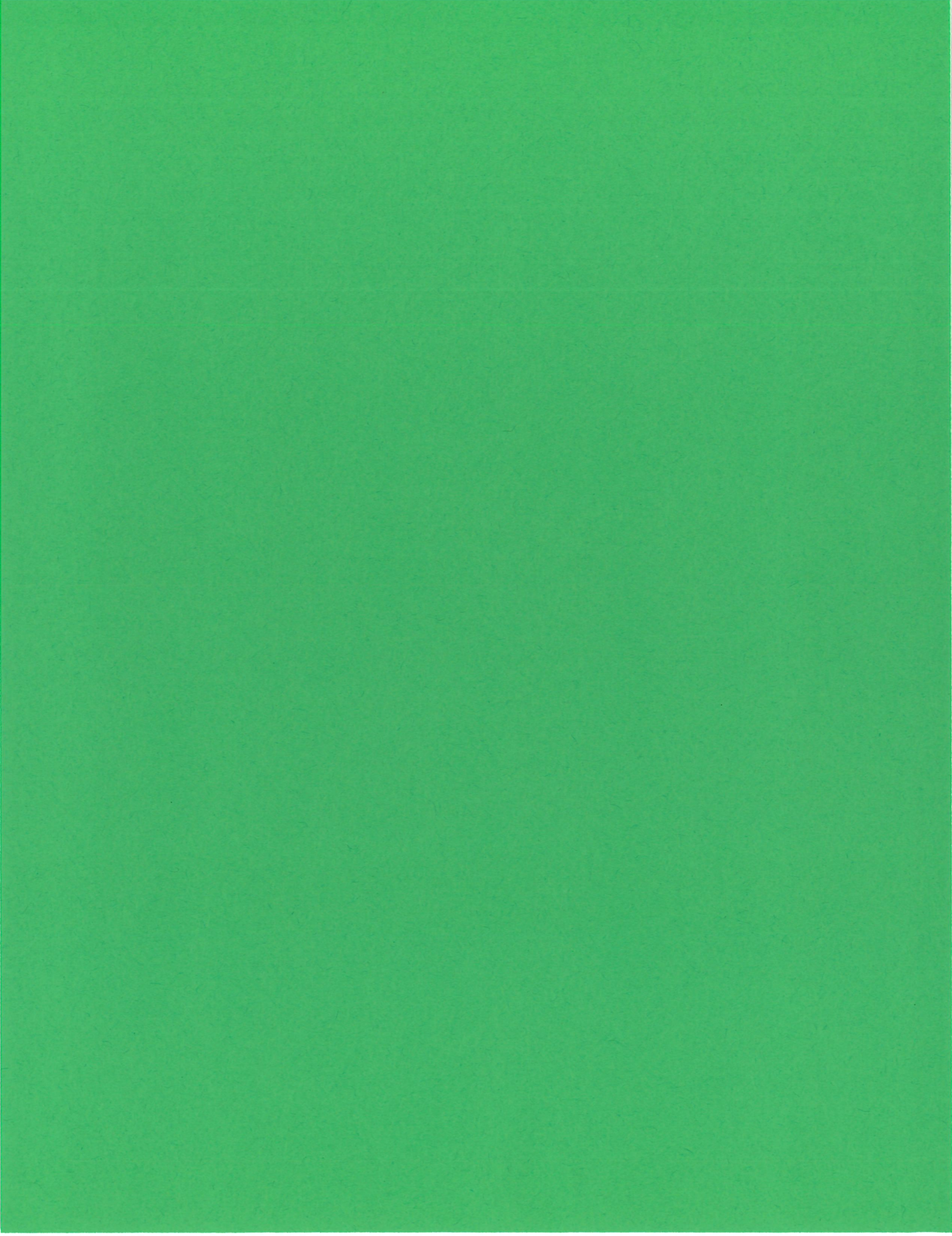
or;

_____ Does not support exercising the tender option by SPV J

_____ Does support exercising the tender option by SPV P

or;

_____ Does not support exercising the tender option by SPV P





**Resolution of
City of Hogansville**

WHEREAS, the City is a Beneficiary of the Municipal Competitive Trust (the “Trust”) that MEAG Power established as of January 1, 1999; and

WHEREAS, pursuant to the terms of the Trust, the City is allowed to transfer certain funds between accounts and withdraw certain funds from accounts by written direction to MEAG Power and the Trustee; and

WHEREAS, by official action of the City, a City official was delegated authority to make deposits to the Trust and to communicate City decisions with respect to the Trust to MEAG Power and the Trustee; and

WHEREAS, in order to improve the notification process, MEAG Power has requested that all written directions communicating City decisions with respect to the Trust be executed by two independent City officials; and

WHEREAS, the City, after due consideration, has determined that such procedural changes are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that henceforth Mayor Jake Ayers and Interim City Manager Lisa Kelly (together, the “Authorized Officials”) are authorized to communicate City decisions with respect to the Trust by jointly executing written directions to MEAG Power and the Trustee; and

FURTHER RESOLVED that the City hereby authorizes the Authorized Officials to execute, and the City [Clerk/Secretary] to attest and deliver, certificates specifying the names, titles, term of office and specimen signatures of the Authorized Officials and other certificates and documents that MEAG Power may require from time to time to effect the purposes of the Trust and this Resolution.

This the 1st day of August, 2022.

ATTEST:

Deputy City Clerk
[SEAL]

INCUMBENCY AND SIGNATORY CERTIFICATE

I, the undersigned, Deputy City Clerk, DO HEREBY CERTIFY that I am the duly appointed and acting City Clerk of City of Hogansville (the "City"). I HEREBY FURTHER CERTIFY that the below named persons have been duly appointed or elected, as applicable, have been qualified, are duly holding the offices set opposite their names on this day and the signatures set opposite their names are their genuine signatures:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>	<u>Signature</u>
Jake Ayers	Mayor	12/31/2025*	_____
Lisa Kelly	Interim City Manager	At the pleasure of the Council*	_____

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the official seal of the City this 1st day of August, 2022.

By: _____

[SEAL]

Its: Deputy City Clerk

- * Examples: (1) At the pleasure of the Council; or
(2) Month, day and year (i.e. December 31, 2020)

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: 08/01/2022

SUBMITTED BY: Lisa Kelly

AGENDA TITLE: Proposal for Engineering Services – Turnipseed Engineers

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

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

BACKGROUND (Includes description, background, and justification)

This item will have been discussed during tonight's work session.
The sewer trunk line that carries waste water from Villages at Huntcliff and many areas leading to this critical area is at flow capacity and over flow capacity in rain events. This is a main line that incorporates portions of East Main, Taliaferro Dr., Maple Dr., Poplar St., portions of Mobley Bridge Rd., and Shallow Creek Subdivision. Future construction in Huntcliff and Shallow Creek require this line to be upgraded. No additional homes can be brought onto the system without this upgrade. Regardless of planned new construction, upgrades must be made to this line to carry existing waste water.

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

City staff is requiring both developers for Huntcliff and Shallow Creek to pre-pay all tap and development fees to mostly fund this 2,750 linear feet of upgrade to the sewer lines. This will equalate to \$1,188,000. The anticipated cost of construction for this line is \$1.2M and engineering fees will be approximately \$102K that will include design, bid, and construction monitoring. Overall, it is estimated the City will fund \$114K of this \$1.3M project. New construction is affording the City the ability to make the needed improvements now with very little impact to the City budget from SPLOST funds.

STAFF RECOMMENDATION (Include possible options for consideration)

Secure engineering services with Turnipseed Engineers to design, bid, and manage construction for this project using SPLOST funds.



ATLANTA
AUGUSTA
ST. SIMONS ISLAND

July 6, 2022

Mrs. Lisa Kelly
Assistant City Manager
City of Hogansville
111 High Street
Hogansville, Georgia 30230

Via Electronic Mail: lisa.kelly@cityofhogansville.org

Re: City of Hogansville, Georgia
Huntcliff Gravity Sewer Interceptor Upgrade
Proposal for Engineering Services

Dear Mrs. Kelly:

Our firm is pleased to provide a proposal to the City of Hogansville for design engineering services to upgrade approximately 2750 linear feet of the Huntcliff Gravity Sewer Interceptor. The scope of our proposal includes engineering services, assistance with the bid process and construction contract administration services as follows:

Design Engineering:

1. Prepare a topographic survey of the existing sewer line
2. Size the proposed sewer line based on calculated future flow projections,
3. Meet with City personnel to confirm recommendations and estimated project costs,
4. Prepare construction drawings, specifications and other bidding documents, including soil erosion and sediment control plans,
5. Submit documents for review by the Georgia Environmental Protection Division and obtain applicable permits,

Construction Contract Administration:

1. Prepare documents for advertising the request for bids
2. Facilitate and attend the bid opening,
3. Evaluate and certify bids and prepare recommendations for contract awards,

4. Prepare contracts, including payment and performance bond forms and E-Verify affidavits,
5. Conduct a preconstruction conference, prepare conference notes and issue notice to proceed,
6. Review manufacturer and supplier shop drawings and submittals for the project, and
7. Certify periodic pay requests, provide cost control and prepare change orders, if needed,
8. Periodically review active construction and attend project progress meetings with the City and the contractor, and
9. Provide certification of project completion in conformance with the construction contract documents.
10. Prepare record drawings for use by the City based on the contractor's as-built drawings.

Resident Project Inspection Services:

1. Observe construction and verify the contractor's work is in general conformance with the approved project design documents,
2. Verify work and material quantities,
3. Provide on-site coordination with the City and the contractor,
4. Provide periodic inspection reports,
5. Conduct a final inspection and prepare punch-lists.

Fees

We propose to provide the engineering and construction contract administration services outlined for a fee equal to 8.5% of the bid construction cost and will plan to complete the design within 6-8 months of authorization. We are currently estimating the construction cost to be \$1,200,000.

Milestone billing will be based on preliminary construction cost estimates and reconciled after receipt of bids. Services will be billed upon completion of the following milestones:

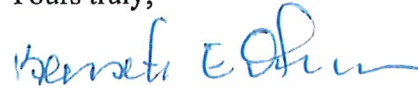
- Design Phase (75% of fee)
- Bid Phase (10% of fee)
- Construction Phase (15% of fee)

Resident Project Inspection services will be invoiced monthly based on an hourly rate of \$95 dollars and will not exceed \$20,000 without prior approval.

Our proposal is valid for 90 days. If this proposal is acceptable, please sign, date, and return one (1) copy to us for our files. A copy of our General Conditions of Agreement is enclosed and a part of this proposal.

We appreciate the opportunity to continue to work with the City of Hogansville.

Yours truly,



Kenneth E. Green, P.E., *President*
Turnipseed Engineers

KEG:sg

Enclosure

AUTHORIZATION TO PROCEED

ENGINEERING SERVICES – HUNTCLIFF GRAVITY SEWER INTERCEPTOR UPGRADE

CITY OF HOGANSVILLE, GEORGIA

Printed Name

Title

Authorized Signature

Date



GENERAL CONDITIONS OF AGREEMENT

1. COORDINATION WITH THE OWNER:

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with the Owner's current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineers, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative existing facilities and to the Project.

2. FEES

Unless otherwise specified, fees shall be paid the Engineer in accordance with monthly billings based upon work performed and expenses incurred during that month. Any payments not made within thirty (30) days on statements rendered shall be subject to charge for interest at a rate of one and one-half percent (1-1/2%) per month, beginning 30 days after date of the statement, and failure to make payments when due will entitle the Engineer to suspend services. The Engineer's final payment is due and payable upon completion of the Engineers services. The final payment to the Engineer shall not be withheld, due to refusal of the Contractor to perform a check list item, or because of disputes with the Contractor over liquidated damages, Contractor's performance, etc., since the Engineer cannot and does not serve as surety for the Contractor's performance.

3. OWNERSHIP OF DOCUMENTS AND RECORDS

It is understood that the Engineer is preparing documents for a specific installation, rather than standard documents for repetitive multiple use. Therefore, all documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the engineer as instruments of service. The Owner may obtain, upon payment of fees due the Engineer, reproducible copies of drawings, and copies of other documents, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the project, and shall not authorize their use on other projects, except by written agreement with the Engineer. The Engineer shall retain all pertinent records relating to the services performed hereunder for a period of three years after completion thereof. The Owner shall have access to such records at all reasonable times during such period as may be required for audit of reimbursable items.

4. MODIFICATIONS DURING DESIGN

The Engineer shall retain discretion as to whether changes made by the Owner or his representatives during the design phase shall constitute additional services. Minor modifications and dimensional adjustments are considered to be normal design development. Relocation of sites, relocation of structures, parking areas, and roadways may result in additional services if such changes result in loss of completed design work required.

5. TERMINATION; SUSPENSION OF WORK:

The Owner may at its discretion, terminate the work or indefinitely suspend the work under this Agreement, by giving a seven-day written notice. In such event, the Owner shall assume all obligations, commitments, and claims that the Engineer may have theretofore in good faith undertaken or incurred in connection with the Project. The Engineer shall be equitable paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

6. PROFESSIONAL RESPONSIBILITIES

All services hereunder will be performed in accordance with sound and generally accepted principles by personnel experienced in the applicable technical fields.

The Engineers scope of authority does not include the expenditure of the Owner's funds through changes, disbursement powers, or supervision of the Construction Contractor's men or his subcontractors. The Engineer shall not be responsible for construction methods, techniques, sequences or procedures, safety precautions and programs in connection with activities of the Construction Contractor. As to the warranty or guaranty of, or patent indemnity on, items or machinery, equipment or other products manufactured by others, or work of construction contractor's, subcontractors or manufacturers, the Engineer's responsibility with respect thereto is limited to the assignment by the Engineer to the Owner of the manufacturer's or construction contractor's warranty or guaranty and/or patent indemnity, and the Engineer agrees to cooperate with the Owner in the enforcement thereof. The Engineer shall use reasonable and acceptable methods in establishing basis for cost estimates, but cannot guarantee that the construction contractor's bid basis or costs will not vary above or below such estimates. The Engineer shall be included as additional insured, where construction is involved, on the Builder's Risk Policy and on the Contractor's General Liability Policy. In no event shall the liability of the Engineer for damages exceed \$50,000 or the total compensation received by the Engineer for services rendered hereunder, whichever is greater.

7. SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants, of the Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other, and they further agree that the Agreement represents the entire understanding of the Owner and the Engineer and cannot be changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the Engineer. The Owner and Engineer agree to the full performance of the covenants contained herein.

END OF GENERAL CONDITIONS OF AGREEMENT