



City of Hogansville  
City Council

Regular Meeting Agenda

Monday, November 21, 2022

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

Mayor: <i>Jake Ayers</i>	2025	Interim City Manager: <i>Lisa E. Kelly</i>
Council Post 1: <i>Michael Taylor, Jr</i>	2025	City Attorney: <i>Alex Dixon</i>
Council Post 2: <i>Matthew Morgan</i>	2025	Chief of Police: <i>Jeffrey Sheppard</i>
Council Post 3: <i>Mandy Neese*</i>	2023	
Council Post 4: <i>Mark Ayers</i>	2023	
Council Post 5: <i>Toni Striblin</i>	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 November 21, 2022
2. Approval of Minutes: Work Session Meeting November 7, 2022
3. Approval of Minutes: Regular Meeting November 7, 2022

**Presentation**

1. Matt Wilbanks with the Municipal Gas Authority of Georgia to Discuss Current Natural Gas Market and Rebate Program

**New Business**

1. 1<sup>st</sup> Reading – Ordinance – Jake-Brake
2. Royal Theater – Contractor Selection for Asbestos Abatement and Selective Demolition
3. Board Appointment – Parks & Recreation
4. Donation of Property – Parcel Nos 024-1C-005-001, 024-1D-003-009 and most of Parcel 024-1D-003-010
5. Donation of Property – Parcel No 024-1C-001-007
6. Donation of Property – Parcel Nos 024-4X-002-024 and 024-4X-002-017

**Interim City Manager's Report**

**Council Member Reports**

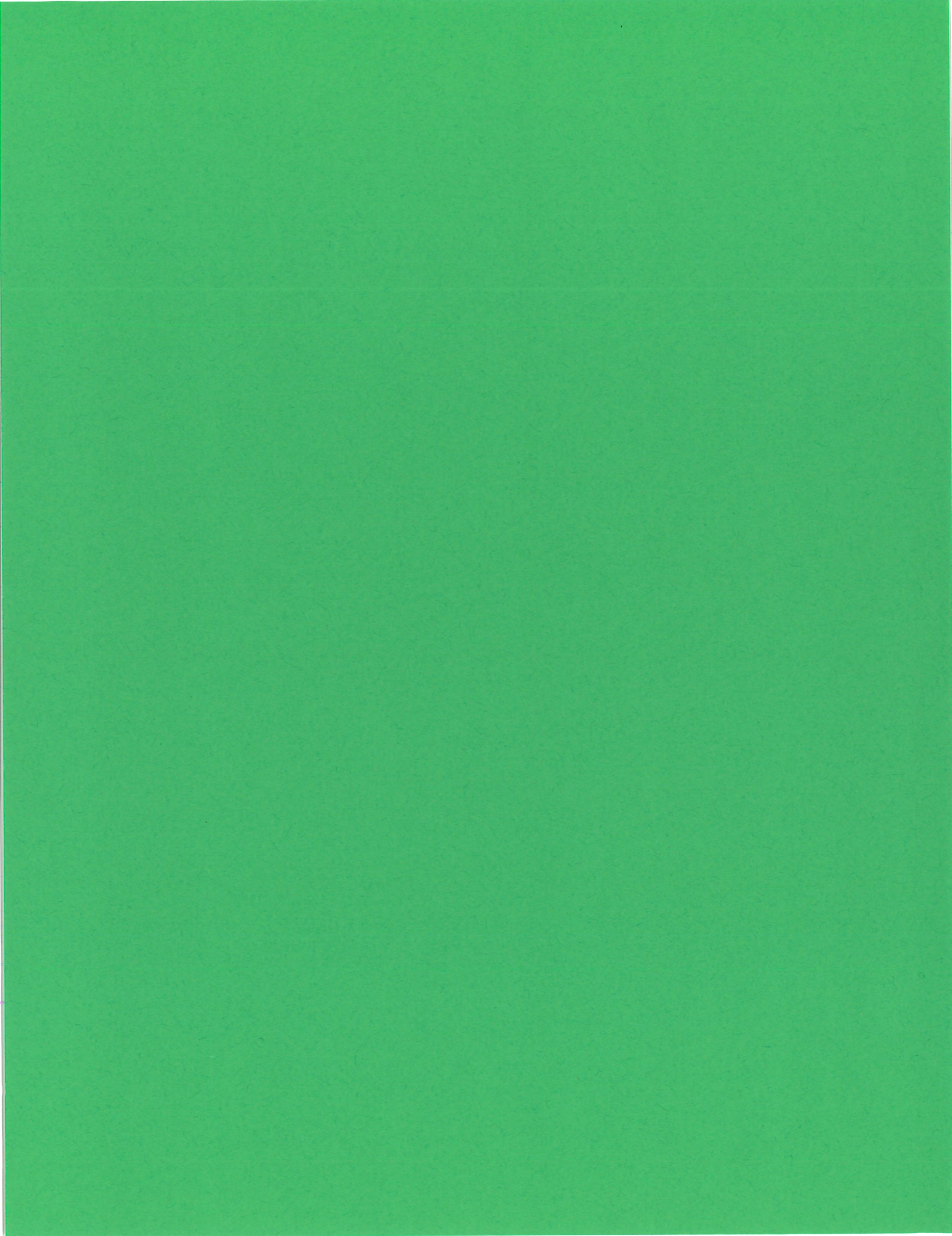
1. Council Member Taylor
2. Council Member Morgan
3. Council Member Neese
4. Council Member Ayers
5. Council Member Striblin

**Mayor's Report**

**Adjourn**

**Upcoming Dates & Events**

- November 24, 2022 and November 25, 2022 | City offices closed for Thanksgiving Holiday
- December 3, 2022 – 1:00 pm – 8:00 pm | Holiday Market
- December 3, 2022 – 6:00 pm | Hogansville Christmas Parade
- December 5, 2022 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall
- December 17, 2022 – 8:00 am – 10:00 am | Waffles with Santa at Hogansville City Hall.





11/07/2022

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

## **Regular Meeting**

**Call to Order:** Mayor Jake Ayers called the meeting to order at 7:02 pm. Present were Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers and Council Toni Striblin. Also present were Interim City Manager Lisa Kelly, City Attorney Alex Dixon, and Deputy City Clerk LeAnn Lehigh.

Council Member Taylor gave an invocation and Mayor Ayers led the Pledge of Allegiance.

### **CONSENT AGENDA**

**Motion:** Council Member Neese moved to approve the Consent Agenda with an amendment to add Suburban Whitetail Management as item number 8 under New Business. The motion was seconded by Council Member Ayers.

**Motion Carries 5-0**

### **PRESENTATION**

#### 1. DDA Presentation – Service Awards

DDA Chairperson Jason Stewart presented plaques to Mary Stewart, who has been the secretary of the DDA for 17 years and John McKibben for his service of 18 years with the DDA. Stewart expressed the DDA and the City's gratitude for their dedication for so many years.

#### 2. Richard Ferry of Brent Holdings to Discuss Blue Creek Development

Richard Ferry gave a presentation introducing the revised preliminary plat for the Blue Creek Development. He explained the revision would include 648 multi-family units, 207 townhomes and 221 single-family homes and five large distribution warehouses. The plan also includes a parkway that would connect from East Main St. over to County Line Rd. and provide much needed improvements to County Line Rd. between the interstate bridge and Minnie Sewell Rd. In an effort to divert traffic and heavy trucks from re-entering onto Main St., trucks would be required to turn North onto the parkway and exit onto County Line Rd. This revision will decrease the number of residential units from 2,123 and works better overall to control traffic at the intersection of East Main St. and Bass Cross Rd.

### **NEW BUSINESS**

#### ***1. Revised Preliminary Plat – Blue Creek Development***

**Motion:** Motion was made by Council Member Neese approve the revised preliminary plat, with the conditions that there be a development agreement put in place regarding infrastructure, roads, and sidewalks prior to a land disturbance permit being issued, sidewalks must be on both sides of the development to the edge of the apartment complex on the parkway, and no return trips southbound on the parkway for large industrial trucks. The motion to was seconded by Council Member Ayers.

**Discussion:** Discussion was made by council regarding the sidewalks at the industrial side of the development. Council Member Neese stated that she would like the sidewalks to carry to the edge of the apartments and include the rest of the sidewalks in some solution. Council Member Striblin does not want to have a sliver of grass between the curb and sidewalk that would require upkeep. She would also like to see some sort of walking trail system for the residents of the apartments.

**Motion Carries 5-0**

**2. Bid Award – Royal Theater Demolition & Abatement**

**Motion:** Motion was made by Council Member Neese to table this item until the next meeting on November 21. The motion to was seconded by Council Member Morgan.

**Discussion: None**

**Motion Tabled until November 21, 2022 meeting**

**3. Bid Award – Pine Street Elevated Tank**

**Motion:** Motion was made by Council Member Neese to award Caldwell Tanks in the amount of \$2,087,100.00. The motion to was seconded by Council Member Morgan.

**Discussion: None**

**Motion Carries 5-0**

**4. Bid Award – Demolition for 109 Brazell Street**

**Motion:** Motion was made by Council Member Neese to award the bid for demolition of 109 Brazell Street to Ragan Residential Services in the amount of \$10,000. The motion to was seconded by Council Member Taylor.

**Discussion: None**

**Motion Carries 5-0**

**5. Bid Award – McGee Field Church Street**

**Motion:** Motion was made by Council Member Neese to award the bid for demolition of the dugouts and press box at McGee Field to John's Trucking in the amount of \$4,200. The motion to was seconded by Council Member Ayers.

**Discussion: None**

**Motion Carries 5-0**

**6. Bid Award – Demolition for 310 Holmes Street**

**Motion:** Motion was made by Council Member Neese to award the bid for demolition of 310 Holmes Street to John's Trucking in the amount of \$1,800. The motion to was seconded by Council Member Ayers.

**Discussion: None**

**Motion Carries 5-0**

**7. Audit Services Engagement for YE June 30, 2022**

**Motion:** Motion was made by Council Member Neese to approve the agreement with Wilcox & Bivings, P.C. for audit services for YE June 30, 2022 in the amount not to exceed \$35,000. The motion to was seconded by Council Member Ayers.

**Discussion: None**

**Motion Carries 5-0**

**8. Suburban Whitetail Management**

**Motion:** Motion was made by Council Member Taylor to end the agreement with Suburban Whitetail Management of North Georgia effective immediately but giving until December 1, 2022 to retrieve equipment. The motion to was seconded by Council Member Striblin.

**Discussion: None**

**Motion Carries 5-0**

**ADJOURNMENT**

On a motion made by Council Member Neese and duly seconded, Mayor Jake Ayers adjourned the meeting at 8:17 pm.

Respectfully,



LeAnn Lehigh  
Deputy City Clerk



11/07/2022

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

### **Work Session Meeting**

**Call to Order:** Mayor Jake Ayers called the Work Session to order at 6:00 pm. Present were Mayor Jake Ayers, Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Council Member Mandy Neese and Council Member Toni Striblin. Also present were Interim City Manager Lisa Kelly, City Attorney Alex Dixon and Deputy City Clerk LeAnn Lehigh. Council Mark Ayers was not present.

#### **DISCUSSION ITEMS**

##### ***1. Water System Improvement Projects – Pine Street Elevated Tank Bids***

Greg Ashworth with Turnipseed Engineers explained that there were two bids for the Pine Street elevated tank project, however, due to an error on the bid form from the lowest bidder, that company's bid would be considered non-responsive. He stated that if we try to rebid the project, the bids could come in higher. Turnipseed Engineers recommends awarding the bid to Caldwell Tanks, Inc in the amount of \$2,087,100.00.

##### ***2. Diverse Power – Shared Facilities Building***

Interim City Manager Lisa Kelly explained that Diverse Power is requesting to put a building on the property on Hightower Road at the tower site. The Troup County building on that property is currently shared and they are running out of room. They are asking to put a prefab building to house their equipment and, in return, the City's equipment can also be housed in their facility to include radio communications and AMI equipment. A lease agreement will be presented at an upcoming meeting for the council to act on.

##### ***3. Suburban Whitetail Management Agreement***

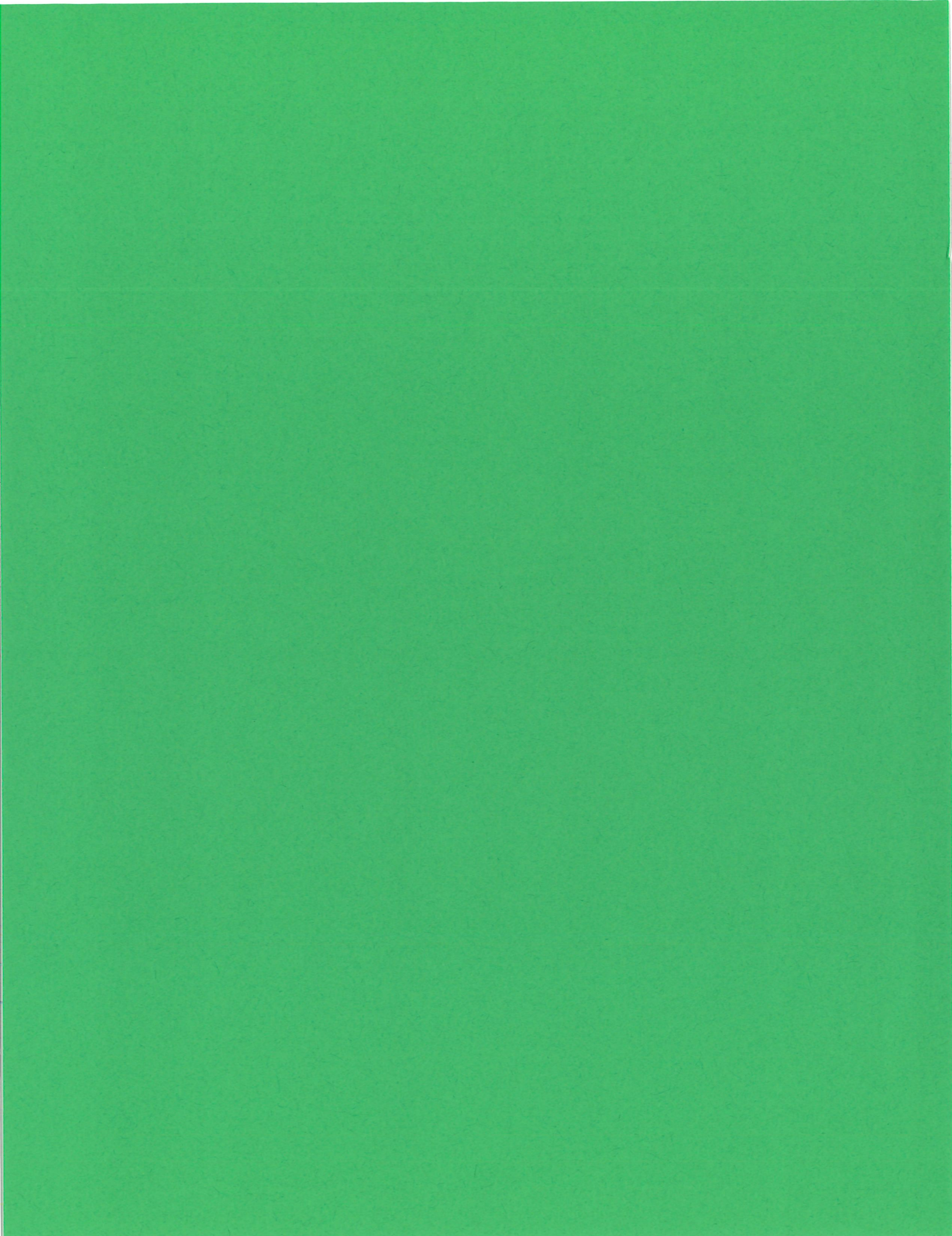
The former City Manager Jonathan Lynn entered into an agreement with Suburban Whitetail Management of North Georgia to control the deer, fox and coyote population on City owned property. The City recently received an annual report from them stating that while hunting, they had seen people with firearms, encountered poachers and had their equipment stolen - none of these had been reported to law enforcement. There have been several citizens speak out with concerns about this company. Council members do not think this agreement with this company is necessary and understand the citizen's concerns. Council would like City to reach out to DNR with recommendations for wildlife management. Council recommended to terminate the contract with Suburban Whitetail Management effective immediately but giving them time to collect their equipment. Council asked to add this item to the Regular meeting agenda for action at tonight's meeting.

#### **ADJOURNMENT**

On a motion made by Council Member Ayers and duly seconded, Mayor Jake Ayers adjourned the Work Session at 6:48 pm.

Respectfully,

LeAnn Lehigh  
Deputy City Clerk



AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND CHAPTER 94, ARTICLE II, DIVISION 3 OF THE CURRENT CODE OF THE CITY IN ORDER TO ADD CODE SECTION 94-71 TO PROHIBIT THE USE OF ENGINE BRAKES AND COMPRESSION BRAKING SYSTEMS AND TO PROHIBIT THE EXCESSIVELY LOUD AND NOISY EFFECTS OF SUCH BRAKES AND BRAKING SYSTEMS WITH IN THE CITY; TO PROVIDE FOR THE POSTING OF SIGNAGE FOR NOTICE ON SUCH PROHIBITED STREETS AND ROADWAYS; TO PROVIDE FOR THE ENFORCMENT AND PENALTIES FOR VIOLATIONS OF SUCH PROVISIONS; 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 Section 94-71 of the Code of Ordinances of the City of Hogansville be modified by adding Section 94-71 as follows:

**“Sec. 94-71. – Engine Brakes and Compression Braking Systems Prohibited.**

- (a) *Purpose.* The purpose of this section is to prohibit the excessively loud and noisy use of engine brakes and compressed air-braking devices or systems along designated streets and roadways within the City of Hogansville, Georgia.
- (b) *Definitions.* For the purposes of this Section the following words and phrases are defined as follows:
- (1) *Engine brake.* Any device which, by the release of compressed air within an engine cylinder prior to the ignition of fuel therein, results in the slowing of said vehicle and/or braking without the use of wheel brakes, said devices commonly referred to as “Jacob’s Brakes,” “Jake Brakes,” “Dynamic Brake,” “C-Brake,” or “Paccar Brake.”
  - (2) *Compression brake.* Any device which, by the release of compressed air within an engine cylinder prior to the ignition of fuel therein, results in the slowing of said vehicle and/or braking without the use of wheel brakes and said devices are commonly referred to as “Jacob’s Brakes,” “Jake Brakes,” “Dynamic Brake,” “C-Brake,” or “Paccar Brake.”
- (c) *Prohibitions.* It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within designated areas in the City of Hogansville, any engine brake, compression brake or mechanical exhaust device designed to aid in the braking or deceleration of any vehicle that results in excessive, loud, unusual or explosive noise from such vehicle; however, the use of an engine or compression brake shall not be prohibited if such use is necessary in the case of a traffic emergency or other imminent danger. Observation, upon the braking of a vehicle, of a sudden loud, engine or compression braking noise, uncharacteristic of wheels brakes, shall be prima facie evidence that an engine brake or compression brake was utilized by the driver of the vehicle.
- (d) *Areas of prohibition.* The prohibitions set forth herein shall apply to all public streets and roadways within the City of Hogansville, Georgia.
- (e) *Signage.* The City shall be authorized to post signs on any appropriate streets within the City stating “VEHICLE NOISE LAWS ENFORCED,” “ENGINE BRAKE ORDINANCE ENFORCED” “ENGINE BRAKE USE PROHIBITED” or similar signage consistent with this ordinance, to be installed at locations deemed appropriate by the City Manager, Chief of Police, and/or the Public Works Director to advise motorists of the prohibitions contained in this Section. The provisions of the ordinance codified in this Section shall be in full force and effect even if no signs are installed.
- (f) *Exceptions.* Emergency vehicles shall be exempt from the application of this section.
- (g) *Enforcement.* Any person violating this Code Section shall be guilty of misdemeanor and upon conviction thereof shall be punished in accordance with Section 1-7 of the City Code.”



**SECTION 2:**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance shall be and the same 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

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



City Manager - Open  
Lisa Kelly, Interim City Manager  
Alex Dixon, City Attorney

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

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## COUNCIL ACTION FORM

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**MEETING DATE:** November 7, 2022

**SUBMITTED BY:** Lynne Miller

**AGENDA TITLE:** Royal Theater – Contractor Selection for Asbestos Abatement and Selective Demolition

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

Ordinance (No. \_\_\_\_\_)       Contract       Information Only       Public Hearing

Resolution (No. \_\_\_\_\_)       Ceremonial       Discussion/Action       Other

**BACKGROUND** (Includes description, background, and justification)

Before the City can hire a general contractor for the Royal Theater renovation, our federal grants require that we address asbestos, which will also require some interior demolition. The City recently advertised for EPD asbestos certified contractors to perform this work. This opportunity was advertised for 30 days on the City website, GA Procurement Registry, LaGrange Daily News, City lobby message board and sent to a list of contractors who'd previously expressed interested in the project as a whole. 14 contractors attended a mandatory pre-proposal conference at the Royal on October 13, 2022. Proposals were due November 4, 2022. Three contractors submitted bids: Southern Environmental Services of Marietta, Principal Construction of LaGrange and Complete Demolition Services of Carrollton. Southern Environmental has been recommended by project architect Dunwody Beeland and City staff, based on qualifications, relevant experience, base bid, project schedule and references.

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

This work will be funded by existing Royal Theater grants. Please note that Southern Environmental's fees shown for any add-on asbestos abatement or demolition work assume 6 people (foreman and 5 crew) per 8-hour shift.

**STAFF RECOMMENDATION** (Include possible options for consideration)

At the next City Council meeting (November 21, 2022) select a contractor to provide asbestos abatement and related interior demolition at the Royal Theater. Staff and the architect Dunwody Beeland recommend Southern Environmental Services of Marietta. This firm is well qualified and competitive.

## Lynne Miller

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**From:** Arielle Schlesinger <aschlesinger@dunwodybeeland.com>  
**Sent:** Monday, November 7, 2022 12:51 PM  
**To:** Lynne Miller  
**Cc:** Lisa Kelly; Gene Dunwody Jr; robert beeland  
**Subject:** Re: Owner-Contractor and Owner-Architect contracts

Lynne,

After reviewing everything, we recommend Southern Environmental Services. I reached out to Tom Wasson regarding the cost of the Asbestos Abatement Unit Pricing and Selective Demolition Unit Pricing, and this was his response:

*Sorry that is for a supervisor and 5 person crew for an 8 hour shift*

*We have varying rates*

*Supervisor*

*Foreman*

*Technician*

*Driver*

*Equipment operator*

Our second choice is Principle Construction. Our last choice is Complete Demolition Services.

Sincerely,

Arielle Schlesinger; ASID  
Dunwody/Beeland Architects, Inc.  
300 Mulberry Street, Suite 604  
Macon, GA 31201  
T: 478.742.5321  
F: 478.743.0863

On Mon, Nov 7, 2022 at 9:52 AM Lynne Miller <[lynne.miller@cityofhogansville.org](mailto:lynne.miller@cityofhogansville.org)> wrote:

Hi, Arielle. FYI and use, am attaching 2 sample contracts for the days ahead. When we have a preconstruction conference for the selected Asbestos-Demo contractor, you will need to bring a contract for the contractor and City to sign. I assume you're your preconstruction meeting day will also be the day you do a walkthrough to mark what parts of the Royal are not to be touched.

1. The first attachment is AIA Document A101-2017 – Standard Form of Agreement between Owner and Contractor. This one was for the PNC Bank renovation that became City Hall. Please note the required USDA federal assurances at the end. I can help you pull those standard USDA forms if needed. USDA will require us to use this type contract and include the USDA assurances.
2. The second is AIA B101-2017 – Standard Form of Agreement between Owner and Architect. We will be needing one of these from you, definitely before the general contract is prepared if not before.

Royal Theater Asbestos Abatement and Selective Demolition  
Bids Received November 4, 2022 – 10 am

Hogansville City Hall, 111 High Street, Hogansville GA

	Southern Environmental	Principal Construction	Complete Demolition, LLC
Base Bid	\$ 176,330	\$ 233,000	\$ 161,000
Schedule	22 days	90 days	30 days
Any Add-On Work:			
Asbestos Abatement	\$ 3,640/8 hour shift *	\$ 480/8 hr shift	\$ 800/8 hr shift
Asbestos Disposal	\$ 89/cubic yard	\$ 99/cubic yard	\$ 80 /cubic yard
Demolition	\$ 2,940/8 hour shift *	\$ 460/8 hr shift	\$ 640 /8 hr shift
Demo Disposal	\$ 31/cubic yard	\$ 41/cubic yard	\$ 40/cubic yard

\*Note: Southern Environmental's 8-hour shifts are for one supervisor plus 5 crew combined.

## BID PROPOSAL FORM

ROYAL THEATER REHABILITATION  
400 E MAIN STREET, HOGANSVILLE, GA 30230  
ABATEMENT AND SELECTIVE DEMOLITION

Bidder Name: Southern Environmental Services Inc  
Address: 1059 Triad Ct. Ste 12, Marietta, GA 30062  
Telephone: 770 933 0005

BIDS TO:

Lynne S. Miller, AICP  
Planning & Development Director  
City of Hogansville  
111 High Street, Hogansville, GA 30239  
Phone: 706.637.8629  
Fax: 706-637-4813  
Email:  
[Lynne.miller@cityofhogansville.org](mailto:Lynne.miller@cityofhogansville.org)

TECHNICAL QUESTION TO:

Lynne S. Miller, AICP  
Planning & Development Director  
City of Hogansville  
111 High Street, Hogansville, GA 30230  
Phone: 706.637.8629  
Fax: 706-637-4813  
Email:  
[Lynne.miller@cityofhogansville.org](mailto:Lynne.miller@cityofhogansville.org)

The undersigned Bidder agrees to furnish all labor, materials, tools, supplies, equipment and mobilization, waste profile, transportation and disposal fees, designated insurance, and all else required for the work as described within the Scope of Work, project specifications, and Contract documents. All work is to be done per applicable Federal, State and local guidelines and/or regulations. Contractor's price includes all permits, licenses, patents and royalties associated with the performance of the Work. The Owner reserves the right to reject any or all Bids and any part of the Bid without assigning any reason.

All work will be performed during normal business hours and during the normal work week unless otherwise stated. The Contractor is responsible for complying with local noise ordinances as well as Owner access and scheduling requests. The Contractor, by submitting a Bid for the work, represents itself as knowledgeable and an expert in the performance of the work, and includes all things usually and customarily necessary to provide a complete and finished job, whether specifically mentioned or not. The Contractor is solely responsible for verifying site conditions and the quantities of materials present at the Site. Any reference to site conditions or quantities provided in contract documents is solely intended to be an approximation and based upon limited information.

Should a Bidder find discrepancies in the plans and/or specifications, or should the Bidder be in doubt as to the meaning of any part thereof, the Bidder must request a clarification from the Owner or Owner's Representative. **Any technical questions shall be made in writing to the Owner's Representative a minimum of five (5) working days prior to the Bid due date.** Email is acceptable. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the Contract Documents by the Owner or Owner's Representative. Any interpretation of contract documents shall only be made by Addendum duly issued. A copy of each submitted Addendum will be mailed or electronically delivered to each Bidder of record no later than two days prior to the Bid due date. All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package.

Bidder warrants and represents that Bidder has carefully examined the work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including issued Addenda, which are attached to the end the Bid Proposal.

Based on the scope of work, the project activities shall be awarded under one contract.

**BASE BID PRICE**

**Bid Item**

**Lump Sum Cost**

***Asbestos Abatement And Selective Demolition***

Provide all labor, equipment, materials, insurance, notifications, and permits necessary for the selective demolition and removal and disposal of all asbestos-containing material prior to renovation activities as identified in the Scope of Work in accordance with applicable federal, state and local regulations and contract documents. Base Bid shall also include cost of all labor, equipment, materials, transportation, and disposal of all waste materials generated during abatement activities.

\$ 176,330<sup>00</sup>/<sub>100</sub>

**PROJECT INFORMATION**

Anticipated Number of Work Days on Site - Asbestos Abatement

22

Proposed Disposal and/or Recycling Facility Name(s)/Identification

WM Transfer RM.

**SCHEDULE OF UNIT PRICES**

The following unit prices shall provide the basis for determining any adjustments to the Contract if the Owner elects to add or delete a portion of the items listed below. It is agreed that the additions or deletions are subject to the General Condition, Special Provisions, Supplementary Conditions and Specifications included in the original Contract documents and any Change Orders.

In case of any discrepancies in the prices submitted, unit prices shall govern over total prices, unless the unit price is omitted. If both the unit price and total price are omitted, the Bid shall be rejected.

The following unit prices must be submitted as applicable to the bidding Contractor's Scope of Work and will be applied only to any unforeseen conditions that are reviewed and approved by the Owner's project representative. The following unit prices are not to be included in the base bid total, but may be considered and evaluated as part of the award criteria.

**ASBESTOS ABATEMENT UNIT PRICING**

Cost per 8-hour shift of labor only for removal of additional asbestos-containing material(s) not identified within the Attachment A or the Asbestos Abatement Scope of Work. Price shall be provided as a cost per shift for one worker.

\$ 3,640. /8-hour shift

Provide equipment, transportation, and disposal of additional asbestos-containing material(s) not identified within the Asbestos Survey, any project specification addendum, or the Asbestos Abatement Scope of Work. Price shall be provided as a cost per cubic yard of disposed material.

\$ 89 /cubic yard

**SELECTIVE DEMOLITION UNIT PRICING**

Cost per 8-hour shift of labor only for removal of additional demolition material(s) not identified within the Scope of Work. Price shall be provided as a cost per shift for one worker.

\$ 2,950. /8-hour shift

Provide equipment, transportation, and disposal of additional demolition material(s) not identified within the demolition drawings, any project specification addendum, or the Demolition Scope of Work. Price shall be provided as a cost per cubic yard of disposed material.

\$ 31. /cubic yard

**ADDENDA ACKNOWLEDGMENT**

Contractor hereby acknowledges receipt of all Addenda received below by number and date:

Addendum No.	Date
<u>001</u>	<u>10-30</u>
<u>002</u>	<u>10-30</u>

THIS PROPOSAL SIGNED ON THE 31<sup>st</sup> day of October in the year Two Thousand and Twenty Two by \_\_\_\_\_ (Date) (Month)

Bidder Name: Southern Environmental Services Inc  
(Please Type)

Signed: [Signature]

Title: Thomas F Watson, President

Address:

1059 Triad Ct, Ste 12  
(Please Type)

Marietta, GA 30062

Proposer is a (an):

Corporation  
(Individual) (Partnership) (Corporation)





## Lynne Miller

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**From:** Arielle Schlesinger <aschlesinger@dunwodybeeland.com>  
**Sent:** Friday, November 4, 2022 4:41 PM  
**To:** Lynne Miller  
**Cc:** Gene Dunwody Jr; robert beeland; Lisa Kelly  
**Subject:** Re: 3 Asbestos/Demo bids received today

Lynne,

Tom from Southern Environmental Services just sent me this response:

*We do +- 10 / year. We are working on the Briarcliff Mansion ( former Woodruff estate ) At the Emory Complex in Atlanta.*

*We worked on the MLK Home Restoration for the National Park Service in Atlanta.  
2909 Peachtree for 60 West. Complete Pre- restoration abatement & stage 1 interior demolition, saving windows, doors, Trim, etc. in the process*

*I will put a short list together Monday with some references*

Sincerely,

Arielle Schlesinger; ASID  
Dunwody/Beeland Architects, Inc.  
300 Mulberry Street, Suite 604  
Macon, GA 31201  
T: 478.742.5321  
F: 478.743.0863

**From:** Arielle Schlesinger <[aschlesinger@dunwodybeeland.com](mailto:aschlesinger@dunwodybeeland.com)>  
**Sent:** Monday, November 7, 2022 12:51 PM  
**To:** Lynne Miller <[lynne.miller@cityofhogansville.org](mailto:lynne.miller@cityofhogansville.org)>  
**Cc:** Lisa Kelly <[lisa.kelly@cityofhogansville.org](mailto:lisa.kelly@cityofhogansville.org)>; Gene Dunwody Jr <[gdunwodyjr@dunwodybeeland.com](mailto:gdunwodyjr@dunwodybeeland.com)>; robert beeland <[rbeeland@dunwodybeeland.com](mailto:rbeeland@dunwodybeeland.com)>  
**Subject:** Re: Owner-Contractor and Owner-Architect contracts

Lynne,

After reviewing everything, we recommend Southern Environmental Services. I reached out to Tom Wasson regarding the cost of the Asbestos Abatement Unit Pricing and Selective Demolition Unit Pricing, and this was his response:

← at  
Southern  
Enviro.

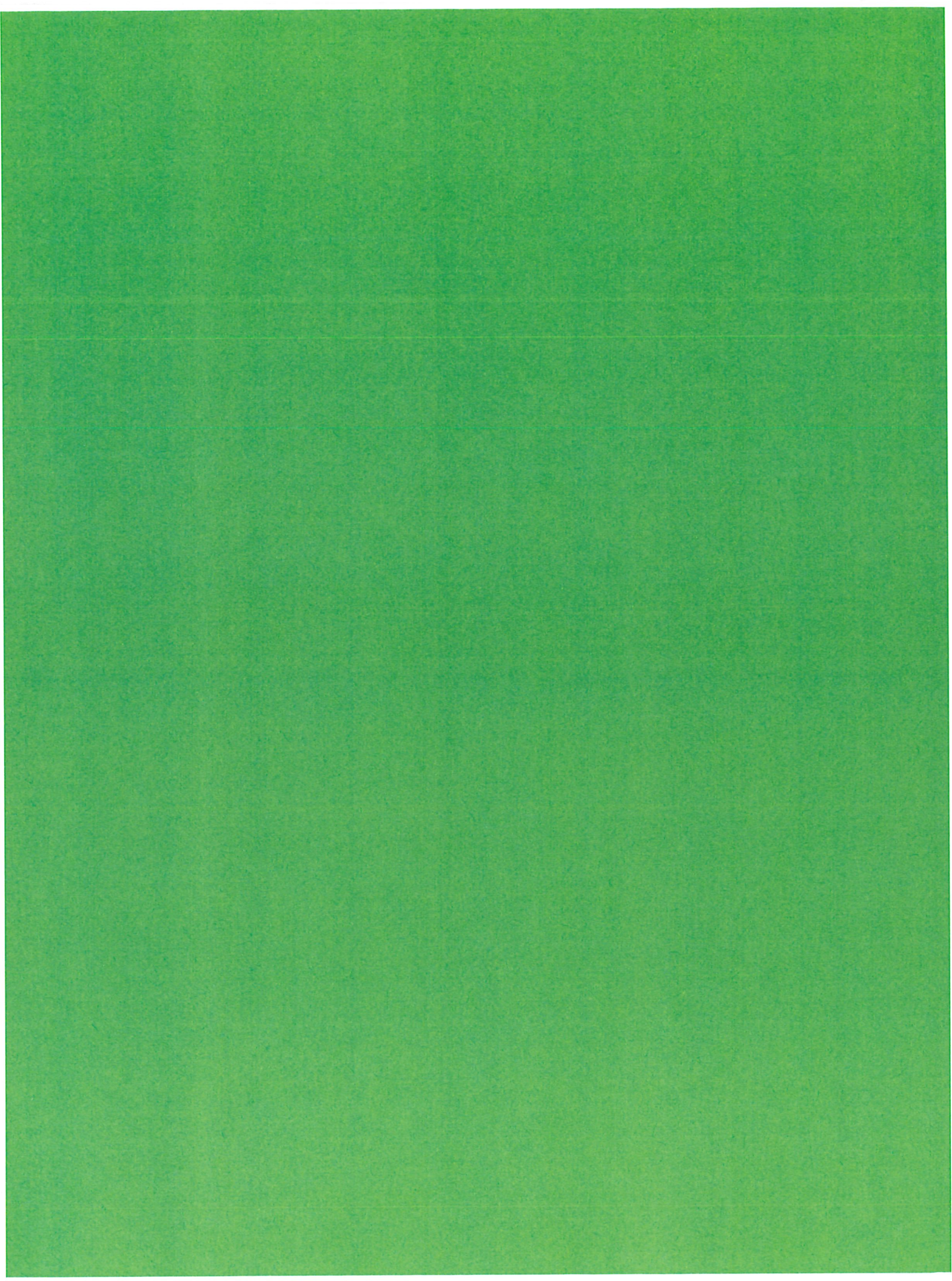
*Sorry that is for a supervisor and 5 person crew for an 8 hour shift*

*We have varying rates*  
*Supervisor*  
*Foreman*  
*Technician*  
*Driver*  
*Equipment operator*

Our second choice is Principle Construction. Our last choice is Complete Demolition Services.

Sincerely,

Arielle Schlesinger; ASID  
Dunwody/Beeland Architects, Inc.  
300 Mulberry Street, Suite 604  
Macon, GA 31201  
T: 478.742.5321  
F: 478.743.0863



# BID PROPOSAL FORM

## ROYAL THEATER REHABILITATION 400 E MAIN STREET, HOGANSVILLE, GA 30230 ABATEMENT AND SELECTIVE DEMOLITION

Bidder Name: Principle Construction West Georgia, LLC  
Address: 51 New Hutchinson Mill Road, LaGrange, Georgia 30240  
Telephone: 706-407-2525

**BIDS TO:**

Lynne S. Miller, AICP  
Planning & Development Director  
City of Hogansville  
111 High Street, Hogansville, GA 30239  
Phone: 706.637.8629  
Fax: 706-637-4813  
Email:  
[Lynne.miller@cityofhogansville.org](mailto:Lynne.miller@cityofhogansville.org)

**TECHNICAL QUESTION TO:**

Lynne S. Miller, AICP  
Planning & Development Director  
City of Hogansville  
111 High Street, Hogansville, GA 30230  
Phone: 706.637.8629  
Fax: 706-637-4813  
Email:  
[Lynne.miller@cityofhogansville.org](mailto:Lynne.miller@cityofhogansville.org)

The undersigned Bidder agrees to furnish all labor, materials, tools, supplies, equipment and mobilization, waste profile, transportation and disposal fees, designated insurance, and all else required for the work as described within the Scope of Work, project specifications, and Contract documents. All work is to be done per applicable Federal, State and local guidelines and/or regulations. Contractor's price includes all permits, licenses, patents and royalties associated with the performance of the Work. The Owner reserves the right to reject any or all Bids and any part of the Bid without assigning any reason.

All work will be performed during normal business hours and during the normal work week unless otherwise stated. The Contractor is responsible for complying with local noise ordinances as well as Owner access and scheduling requests. The Contractor, by submitting a Bid for the work, represents itself as knowledgeable and an expert in the performance of the work, and includes all things usually and customarily necessary to provide a complete and finished job, whether specifically mentioned or not. The Contractor is solely responsible for verifying site conditions and the quantities of materials present at the Site. Any reference to site conditions or quantities provided in contract documents is solely intended to be an approximation and based upon limited information.

Should a Bidder find discrepancies in the plans and/or specifications, or should the Bidder be in doubt as to the meaning of any part thereof, the Bidder must request a clarification from the Owner or Owner's Representative. **Any technical questions shall be made in writing to the Owner's Representative a minimum of five (5) working days prior to the Bid due date.** Email is acceptable. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the Contract Documents by the Owner or Owner's Representative. Any interpretation of contract documents shall only be made by Addendum duly issued. A copy of each submitted Addendum will be mailed or electronically delivered to each Bidder of record no later than two days prior to the Bid due date. All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package.

Bidder warrants and represents that Bidder has carefully examined the work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including issued Addenda, which are attached to the end the Bid Proposal.

Based on the scope of work, the project activities shall be awarded under one contract.

**BASE BID PRICE**

**Bid Item**

**Lump Sum Cost**

***Asbestos Abatement And Selective Demolition***

Provide all labor, equipment, materials, insurance, notifications, and permits necessary for the selective demolition and removal and disposal of all asbestos-containing material prior to renovation activities as identified in the Scope of Work in accordance with applicable federal, state and local regulations and contract documents. Base Bid shall also include cost of all labor, equipment, materials, transportation, and disposal of all waste materials generated during abatement activities.

\$ 233,000

**PROJECT INFORMATION**

Anticipated Number of Work Days on Site - Asbestos Abatement 90

Proposed Disposal and/or Recycling Facility Name(s)/Identification Safeguard Landfill/Turkey Run Landfill

**SCHEDULE OF UNIT PRICES**

The following unit prices shall provide the basis for determining any adjustments to the Contract if the Owner elects to add or delete a portion of the items listed below. It is agreed that the additions or deletions are subject to the General Condition, Special Provisions, Supplementary Conditions and Specifications included in the original Contract documents and any Change Orders.

In case of any discrepancies in the prices submitted, unit prices shall govern over total prices, unless the unit price is omitted. If both the unit price and total price are omitted, the Bid shall be rejected.

The following unit prices must be submitted as applicable to the bidding Contractor's Scope of Work and will be applied only to any unforeseen conditions that are reviewed and approved by the Owner's project representative. The following unit prices are not to be included in the base bid total, but may be considered and evaluated as part of the award criteria.

**ASBESTOS ABATEMENT UNIT PRICING**

Cost per 8-hour shift of labor only for removal of additional asbestos-containing material(s) not identified within the Attachment A or the Asbestos Abatement Scope of Work. Price shall be provided as a cost per shift for one worker.

\$480.00 /8-hour shift

Provide equipment, transportation, and disposal of additional asbestos-containing material(s) not identified within the Asbestos Survey, any project specification addendum, or the Asbestos Abatement Scope of Work. Price shall be provided as a cost per cubic yard of disposed material.

\$99.00 /cubic yard

**SELECTIVE DEMOLITION UNIT PRICING**

Cost per 8-hour shift of labor only for removal of additional demolition material(s) not identified within the Scope of Work. Price shall be provided as a cost per shift for one worker.

\$460.00 /8-hour shift

Provide equipment, transportation, and disposal of additional demolition material(s) not identified within the demolition drawings, any project specification addendum, or the Demolition Scope of Work. Price shall be provided as a cost per cubic yard of disposed material.

\$ 41.00/cubic yard

**ADDENDA ACKNOWLEDGMENT**

Contractor hereby acknowledges receipt of all Addenda received below by number and date:

Addendum No.	Date
<u>NONE</u>	_____
_____	_____

THIS PROPOSAL SIGNED ON THE 4th day of November in the year Two Thousand and Twenty Two by \_\_\_\_\_ (Date) \_\_\_\_\_ (Month)

Bidder Name: Leon Moody Principle Construction West Georgia, LLC  
(Please Type)

Signed:  \_\_\_\_\_

Title: President

Address: 51 New Hutchinson Mill Road LaGrange, Georgia 30240  
(Please Type)

\_\_\_\_\_  
\_\_\_\_\_

Proposer is a (an): Limited Liability Corporation (LLC)  
(Individual) (Partnership) (Corporation)

## REFERENCE FORM

ROYAL THEATER REHABILITATION  
400 E MAIN STREET, HOGANSVILLE, GA 30230  
ABATEMENT AND SELECTIVE DEMOLITION

### Reference No. 1

Project Name: Durand-Wayland Abatement & Demo  
Project Location: LaGrange, GA  
Project Contact: Brooks Lee  
Name: Brooks Lee  
Phone: 706-882-8161  
Email: brookslee@durand-wayland.com  
Address: 101 Durand Road,  
City, State, Zip Code: LaGrange, GA 30240  
Brief Description of Project inclusive of scope of work: Complete abatement & demo of 8,200 SF of office.

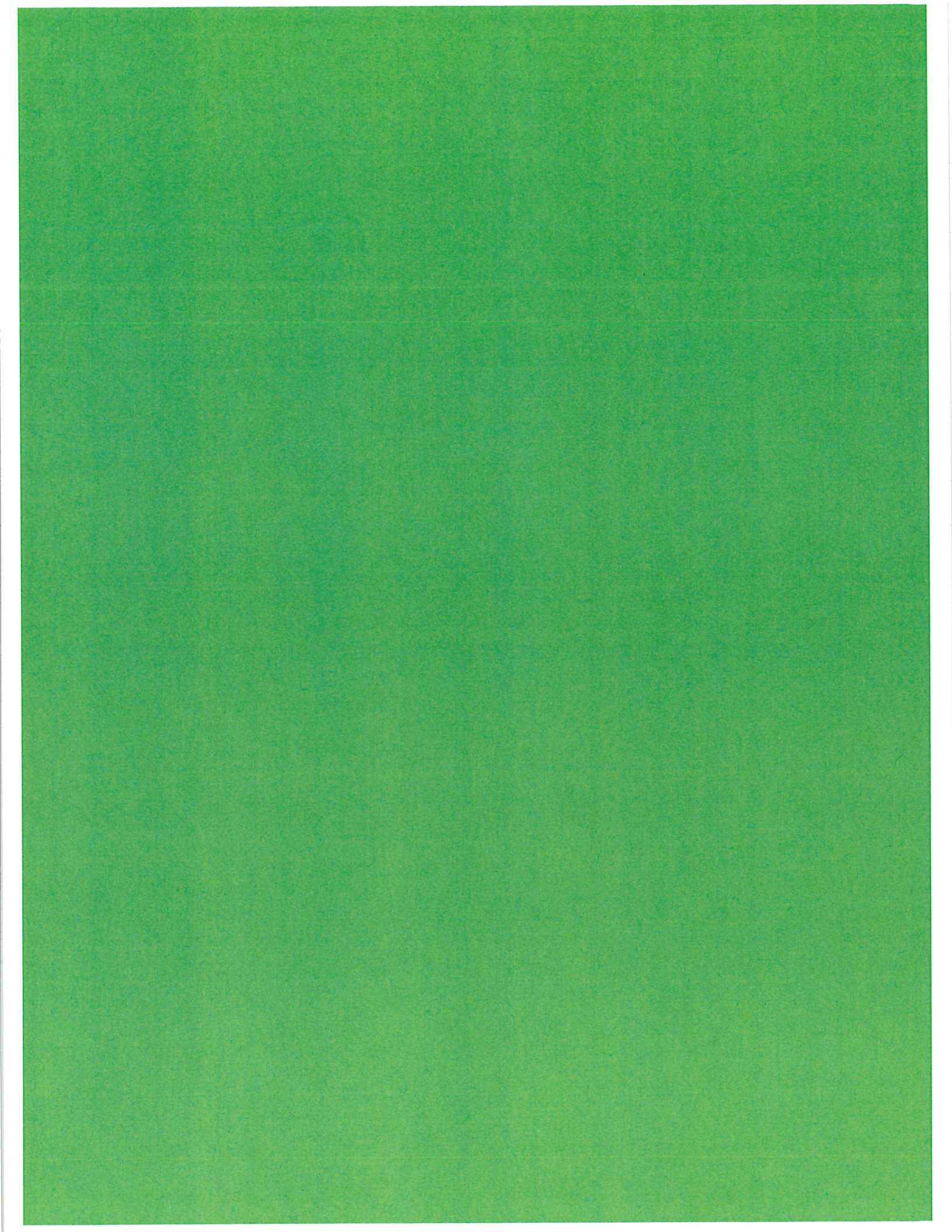
### Reference No. 2

Project Name: Historic Davis Building Demo & Renovation  
Project Location: LaGrange, GA  
Project Contact: Jay Johnson  
Name: Jay Johnson  
Phone: 706-350-0727  
Email: jjohnson@principles.com  
Address: 51 New Hutchinson Mill Rd,  
City, State, Zip Code: LaGrange, GA 30240  
Brief Description of Project inclusive of scope of work: Complete three story demo, renovation and restoration.

### Reference No. 3

Project Name: Fokker Americas Demo & Renovation  
Project Location: LaGrange, GA  
Project Contact: Jeff Matthews  
Name: Jeff Matthews  
Phone: 706-812-0888  
Email: Jeff.Matthews@us.fokker.com  
Address: 456 AeroTech Parkway  
City, State, Zip Code: LaGrange, GA 30240  
Brief Description of Project inclusive of scope of work: 20,000 SF of demo & renovation plus a 10,000 SF addition.





## BID PROPOSAL FORM

### ROYAL THEATER REHABILITATION 400 E MAIN STREET, HOGANSVILLE, GA 30230 ABATEMENT AND SELECTIVE DEMOLITION

Bidder Name: Complete Demolition Services, LLC

Address: 419B Castleman Road, Carrollton, Ga. 30116

Telephone: 770-830-9996

**BIDS TO:**

Lynne S. Miller, AICP  
Planning & Development Director  
City of Hogansville  
111 High Street, Hogansville, GA 30239  
Phone: 706.637.8629  
Fax: 706-637-4813  
Email:  
[Lynne.miller@cityofhogansville.org](mailto:Lynne.miller@cityofhogansville.org)

**TECHNICAL QUESTION TO:**

Lynne S. Miller, AICP  
Planning & Development Director  
City of Hogansville  
111 High Street, Hogansville, GA 30230  
Phone: 706.637.8629  
Fax: 706-637-4813  
Email:  
[Lynne.miller@cityofhogansville.org](mailto:Lynne.miller@cityofhogansville.org)

The undersigned Bidder agrees to furnish all labor, materials, tools, supplies, equipment and mobilization, waste profile, transportation and disposal fees, designated insurance, and all else required for the work as described within the Scope of Work, project specifications, and Contract documents. All work is to be done per applicable Federal, State and local guidelines and/or regulations. Contractor's price includes all permits, licenses, patents and royalties associated with the performance of the Work. The Owner reserves the right to reject any or all Bids and any part of the Bid without assigning any reason.

All work will be performed during normal business hours and during the normal work week unless otherwise stated. The Contractor is responsible for complying with local noise ordinances as well as Owner access and scheduling requests. The Contractor, by submitting a Bid for the work, represents itself as knowledgeable and an expert in the performance of the work, and includes all things usually and customarily necessary to provide a complete and finished job, whether specifically mentioned or not. The Contractor is solely responsible for verifying site conditions and the quantities of materials present at the Site. Any reference to site conditions or quantities provided in contract documents is solely intended to be an approximation and based upon limited information.

Should a Bidder find discrepancies in the plans and/or specifications, or should the Bidder be in doubt as to the meaning of any part thereof, the Bidder must request a clarification from the Owner or Owner's Representative. **Any technical questions shall be made in writing to the Owner's Representative a minimum of five (5) working days prior to the Bid due date.** Email is acceptable. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the Contract Documents by the Owner or Owner's Representative. Any interpretation of contract documents shall only be made by Addendum duly issued. A copy of each submitted Addendum will be mailed or electronically delivered to each Bidder of record no later than two days prior to the Bid due date. All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package.

**Bidder warrants and represents that Bidder has carefully examined the work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including issued Addenda, which are attached to the end the Bid Proposal.**

**Based on the scope of work, the project activities shall be awarded under one contract.**

**BASE BID PRICE**

**Bid Item**

**Lump Sum Cost**

***Asbestos Abatement And Selective Demolition***

Provide all labor, equipment, materials, insurance, notifications, and permits necessary for the selective demolition and removal and disposal of all asbestos-containing material prior to renovation activities as identified in the Scope of Work in accordance with applicable federal, state and local regulations and contract documents. Base Bid shall also include cost of all labor, equipment, materials, transportation, and disposal of all waste materials generated during abatement activities.

\$161,000.00

**PROJECT INFORMATION**

Anticipated Number of Work Days on Site - Asbestos Abatement 30

Proposed Disposal and/or Recycling Facility Name(s)/Identification Willow Oak Landfill/Fairburn, Ga

**SCHEDULE OF UNIT PRICES**

The following unit prices shall provide the basis for determining any adjustments to the Contract if the Owner elects to add or delete a portion of the items listed below. It is agreed that the additions or deletions are subject to the General Condition, Special Provisions, Supplementary Conditions and Specifications included in the original Contract documents and any Change Orders.

In case of any discrepancies in the prices submitted, unit prices shall govern over total prices, unless the unit price is omitted. If both the unit price and total price are omitted, the Bid shall be rejected.

The following unit prices must be submitted as applicable to the bidding Contractor's Scope of Work and will be applied only to any unforeseen conditions that are reviewed and approved by the Owner's project representative. The following unit prices are not to be included in the base bid total, but may be considered and evaluated as part of the award criteria.

**ASBESTOS ABATEMENT UNIT PRICING**

Cost per 8-hour shift of labor only for removal of additional asbestos-containing material(s) not identified within the Attachment A or the Asbestos Abatement Scope of Work. Price shall be provided as a cost per shift for one worker.

800.00  
\$ / 8-hour shift

Provide equipment, transportation, and disposal of additional asbestos-containing material(s) not identified within the Asbestos Survey, any project specification addendum, or the Asbestos Abatement Scope of Work. Price shall be provided as a cost per cubic yard of disposed material.

\$80.00  
\$ /cubic yard

**SELECTIVE DEMOLITION UNIT PRICING**

Cost per 8-hour shift of labor only for removal of additional demolition material(s) not identified within the Scope of Work. Price shall be provided as a cost per shift for one worker.

640.00  
\$ /8-hour shift

Provide equipment, transportation, and disposal of additional demolition material(s) not identified within the demolition drawings, any project specification addendum, or the Demolition Scope of Work. Price shall be provided as a cost per cubic yard of disposed material.

40.00  
\$ /cubic yard

**ADDENDA ACKNOWLEDGMENT**

Contractor hereby acknowledges receipt of all Addenda received below by number and date:

Addendum No.	Date
<u>1</u>	<u>10-20-22 (?)</u>
<u>2</u>	<u>10-27-22</u>

THIS PROPOSAL SIGNED ON THE 2nd day of November in the year Two Thousand and Twenty Two by \_\_\_\_\_ (Date) \_\_\_\_\_ (Month)

Bidder Name: Complete Demolition Services, LLC  
(Please Type)

Signed: \_\_\_\_\_

Title: Agent/Owner

Address: 419B Castleman Road  
(Please Type)

Carrollton, Georgia 30116

Proposer is a (an): LLC  
(Individual) (Partnership) (Corporation)

# REFERENCE FORM

## ROYAL THEATER REHABILITATION 400 E MAIN STREET, HOGANSVILLE, GA 30230 ABATEMENT AND SELECTIVE DEMOLITION

### Reference No. 1

Project Name: Must Ministries Demolition  
Project Location: Marietta, Georgia  
Project Contact: Becca Donnelly  
Name: Cobb EMC  
Phone: 404-502-5634  
Email: rdonnelly@maxisengineering.com  
Address: 501 Hickory Ridge Trail Suite 110  
City, State, Zip Code: Woodstock, Georgia 30188  
Brief Description of Project inclusive of scope of work: Demolition of various structures for Cobb EMC

### Reference No. 2

Project Name: Demolition of Newnan High School  
Project Location: Newnan, Georgia  
Project Contact: Cory Harris  
Name: Cory Harris  
Phone: 478-244-5660  
Email: charris@parrishconstruction.com  
Address: 221 Industrial Park Drive  
City, State, Zip Code: Perry, Georgia 31069  
Brief Description of Project inclusive of scope of work: Demolition of Newnan High School

### Reference No. 3

Project Name: Demolition of Mae Eanes School  
Project Location: Mobile, Alabama  
Project Contact: Gary Jackson  
Name: Gary Jackson  
Phone: 251-472-5064  
Email: gary.jackson@cityofmobile.org  
Address: 205 Government Street  
City, State, Zip Code: Mobile, Alabama 36602  
Brief Description of Project inclusive of scope of work: Demolition of Mae Eanes School



Complete Demolition Services, LLC  
PO Box 176  
Carrollton, Georgia 30112  
(770) 830-9996 Office  
(770) 836-8848 Fax

### Experience and Qualifications

Complete Demolition Services, LLC specializes in commercial, industrial, and governmental large scale abatement and demolition projects. We have a Georgia asbestos license and are licensed in multiple states including Georgia, South Carolina, North Carolina, Alabama, and Tennessee. CDS is proud to state that we are exclusively in the demolition and abatement business. Our specialty has allowed us to become experts in this field. Our extensive knowledge base and experience ensures the most efficient, cost effective, and safest procedures in all steps of a demolition and abatement project regardless of complexity and size. We have conducted millions of square feet of demolition over our company's history. Please refer to our detailed list of completed projects.

Complete Demolition Services, LLC has worked for governmental agencies and municipalities primarily since our inception. We were awarded two DeKalb County Schools Projects that consisted of the demolition of six schools. The first project being 999,000 ft<sup>2</sup> and the second project being 892,000 ft<sup>2</sup>. We handled the design engineering and execution of the demolition in its entirety. We also were under contract for 6 years with the City of Atlanta where we were required to perform all the permitting, the design all of work, and the entire demolition which resulted in over \$3 Million of revenue. As shown in our reference list, we have worked in over 25 Georgia counties and municipalities.

Our repertoire of accomplishments more specific to this RFP:

- We completed the demolition of The Milton Center for the Fulton County School System. This building was approximately 256,000 ft<sup>2</sup> with a final contract amount of \$1,168,993.
- We completed the demolition of the Dobbs Campus Life Center for Emory University in Atlanta, Georgia. The demolition of the Dobbs Campus Life Center had a final contract price of \$650,000 with approximately 100,000 ft<sup>2</sup>. The building was 5 stories and was 80' tall at its highest point. A historic mansion was within 2' feet of the building which posed an added challenge. CDS hand separated the structures and demolished the building on campus including a road boundary and student and pedestrian activity at all four corners of the demolition site.
- We also secured the demolition of an 8 story parking deck in Atlanta, Georgia for the Georgia Department of Transportation. This project was 256,000 ft<sup>2</sup> and had a final project price of \$922,000. The parking deck, although noted as a 6 story building, measured at the rear lower side approximately 90' in height. It had a 75' high reach sitting on approximately 15'-20' of a concrete pad to allow proper access and reach. To add further complexity, the parking deck's highest reach was adjacent to an 8 story medical building 40' away. For added safety, we used an additional excavator and cables to perform the work protecting our crew and the surrounding building.

Our list of accomplishments is quite extensive. As all buildings are unique so are the challenges associated with them. A distinctive project that CDS completed was the demolition of 4 water tanks with each having a 3 million gallon water capacity with a height in excess of 100'. The steel was torched and craned down as part of means and methods. CDS prides itself in meeting each challenge with confidence to accomplish the project.



Complete Demolition Services, LLC  
PO Box 176  
Carrollton, Georgia 30112

### A Brief History of Our Company

Complete Demolition Services, LLC has been growing and changing to meet the needs of the demolition industry since 2006. We have successfully accomplished hundreds of commercial and industrial demolition and abatement projects. We are an expert company with trained and professional employees specializing in demolition, environmental and debris removal. We are licensed in Georgia and South Carolina for asbestos removal. Our demolition company has experience in a wide range of structures, including houses, schools, water tanks, apartment buildings, commercial buildings and industrial buildings. As our company has grown, so has our appetite for more challenging projects. In 2016, we demolished an 8 story parking deck in Atlanta, Georgia followed by a large demolition of apartment buildings in Alpharetta, Georgia. Most recently in late 2018, we demolished a 10 story building in Birmingham, Alabama with an approximate height of 117 feet. We self-perform 90% of our contracts using our own equipment which includes a concrete crusher, numerous excavators, roll-off trucks, trailers, end dumps and 50 containers for debris removal.

Complete Demolition Services, LLC was formed in Georgia on October 9, 2006 and is owned by James Morehead (100%). James Morehead is the registered agent of the LLC. James Morehead is the CEO and Project Manager of Complete Demolition Services, LLC and has been in this position since the company's inception. Mr. Morehead, who has 30 years of demolition experience, is heavily involved with each project from the pre-bid meeting to the building demolition and completing the final site work.

Our financial stability is the cornerstone of our strength. Due to our financial health, we are able to accomplish any project. Complete Demolition Services, LLC is proud to say that since our first project in 2006, we have not encountered any litigation nor bond issues. We have the ability to bond single projects up to \$10 million and a group of projects up to \$20 million.

Our company has a competent, trained and professional work force which includes project managers, estimators, equipment operators, interior demolition crews, asbestos workers, supervisors, waste haulers, and office administrators. We believe this is one of our competitive advantages over competitors that sub-contract most of their work. We are intimately involved in each step of the process ensuring safe, effective and competent services. Our company policy is to always have one qualified and knowledgeable



supervisor on site at all times to maintain a professional and safe work area for all employees and all surrounding stakeholders.

We believe in clear communication with our stakeholders. As evidenced by our extensive reference list, our clients are completely satisfied with our work and have agreed to be references for our company.

We are excited about our future endeavors and expect to continue our growth due to our financial stability and excellent work force. Complete Demolition Services, LLC is ready to serve you.

*Our Mission is to obtain projects at competitive pricing, provide a safe working environment, and deliver quality work within a reasonable time frame.*

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



City Manager - Open  
Lisa Kelly, Interim City Manager  
Alex Dixon, City Attorney

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

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## COUNCIL ACTION FORM

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**MEETING DATE:** November 7, 2022

**SUBMITTED BY:** Lynne Miller

**AGENDA TITLE:** Citizen Appointment 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 checked="" 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)

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. One member (at least) must have a child in the Troup County Recreation system.

Hogansville's current appointees are Chon Terrell and Monica Johnson. Mr. Terrell has chosen to resign. His term expires December 31, 2023. Ms. Johnson was appointed March 7, 2022. The City recently advertised this opportunity via utility mailers, and received 2 full applications and 3 additional expressions of interest. The full applications were from Harold Leslie and Theresa Strickland. The 3 expressions of interest were from Treshenia Gates, Danko Polny and Richard Woods. Those three were emailed full applications and could not be reached by phone. Because Ms. Johnson has children in the Troup Recreation system, the selected applicant does not necessarily need to. (Only one of the 2 Hogansville appointees must have a child in the County Recreation system.) The applicant appointed now will fill Mr. Terrell's remaining term, scheduled to expire December 31, 2023.

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

N/A

**STAFF RECOMMENDATION** (Include possible options for consideration)

Appoint either Harold Leslie or Theresa Strickland to the Troup County Recreation Board at the next City Council meeting (November 21, 2022).

**AFTER RECORDING RETURN TO:**

**Mack Reynolds, Esq.  
P. O. Box 100  
Hogansville, GA 30230**

**File No. 12096**

STATE OF GEORGIA

COUNTY OF TROUP

**DEED OF GIFT**

THIS INDENTURE, is made the \_\_\_\_ day of October, 2022, between **JHJ VILLAGES AT HUNTCLIFF, LLC, as to a 65% undivided interest**, a Georgia limited liability company and **RCB VILLAGES AT HUNTCLIFF, LLC, as to a 35% undivided interest**, a Georgia limited liability company (collectively the "Grantor"), and **THE CITY OF HOGANSVILLE, GEORGIA**, of the County of Troup and the State of Georgia, (the "Grantee")(the words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:** That

Grantor, for and in consideration of the Grantee to further its non-profit purposes, other valuable consideration, and being intended to be a Gift under O.C.G.A. Section 44-5-80, at and before the sealing and delivery of these presents, the receipt whereby is hereby acknowledged, has granted, gifted, and conveyed and by these presents does grant, gift, and convey unto the said Grantee, its successors and/or assigns the following described, to-wit:

**Unimproved property – M&P – 024-1C-005-001, 024-1D-003-009 and a portion of 024-1D-003-010**

All that tract or parcel of land lying and being in Land Lots 10, 11, 22, & 23 if the 12th Land District of Troup County, Georgia, being identified as Tract AB (Combination of Remainder of Tract AC-1 & Tract B), containing

118.12 acres, and Tract AC-3, containing 0.673 acres, and being more particularly shown on plat of survey prepared by Stothard Surveying, Inc., certified by Gregory Scott Hajek, Georgia Registered Land Surveyor No. 3214, dated October 6, 2022, last revised October 11, 2022, entitled "Re-Division For: JHJ Villages at Huntcliff, LLC, a 65% undivided interest and RCB Villages at Huntcliff, LLC, a 35%" and recorded in Plat Book 83, Page 92, Troup County, Georgia records. Said plat and record are incorporated herein for a more complete description.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the real property described herein, unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed of Gift as of the day and year first above written.

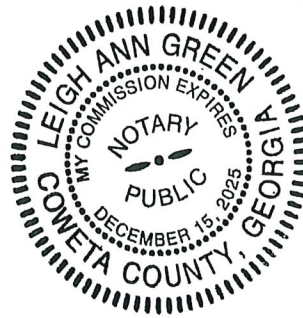
**JHJ VILLAGES AT HUNTCLIFF, LLC**  
A Georgia limited liability company

  
\_\_\_\_\_  
John Hardy Jones, Member

Signed this 31<sup>st</sup> day of October, 2022 in  
The presence of:

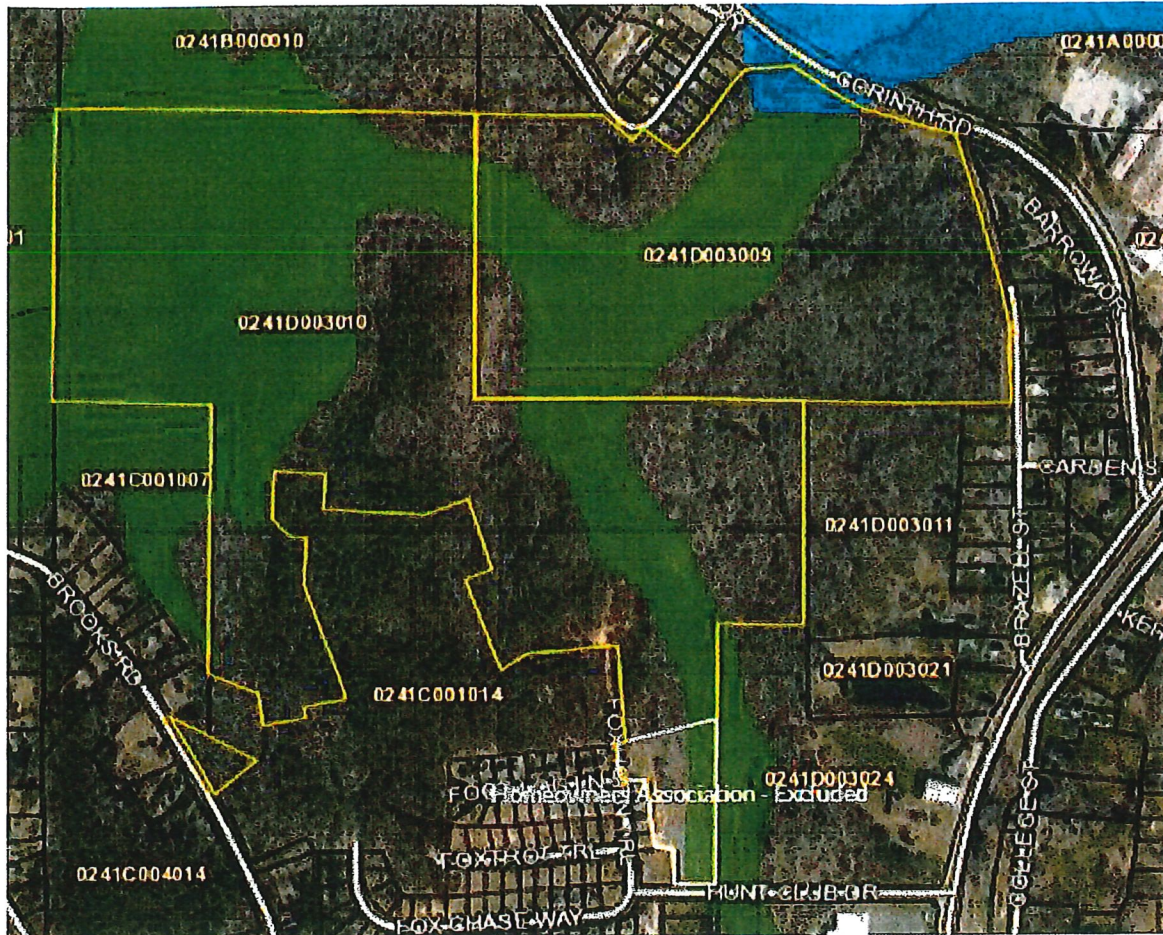
  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public



**SIGNATURES FOLLOW ON NEXT PAGE**

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



**118.793± acres**

**JHJ Villages at Huntcliff, LLC, a 65% undivided interest; and  
RCB Villages at Huntcliff, LLC, a 35% undivided interest.**

**Vacant property on Brooks Road, Foxhorn Trail & Corinth Road, City of Hogansville  
Parcel # 0241D003010, 0241D003009 & 0241C005001 in Troup County, GA**

**PREPARED FOR:**

JHJ Villages at Huntcliff, LLC and RCB Villages at Huntcliff, LLC  
252 Smokerise Trace  
Peachtree City, GA 30269

**PREPARED BY:**

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

**AS OF: October 17, 2022, Effective Date of this Appraisal**

**AFTER RECORDING RETURN TO:**

**Mack Reynolds, Esq.  
P. O. Box 100  
Hogansville, GA 30230**

**File No. 12094**

STATE OF GEORGIA

COUNTY OF TROUP

**DEED OF GIFT**

THIS INDENTURE, is made the \_\_\_\_ day of October, 2022, between **JOHN HARDY JONES**, of the County of Fayette and State of Georgia (the "Grantor"), and **THE CITY OF HOGANSVILLE, GEORGIA**, of the County of Troup and the State of Georgia, (the "Grantee")(the words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That

Grantor, for and in consideration of the Grantee to further its non-profit purposes, other valuable consideration, and being intended to be a Gift under O.C.G.A. Section 44-5-80, at and before the sealing and delivery of these presents, the receipt whereby is hereby acknowledged, has granted, gifted, and conveyed and by these presents does grant, gift, and convey unto the said Grantee, its successors and/or assigns the following described, to-wit:

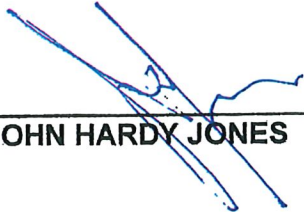
**Vacant lot off Brooks Road – M&P – 024-1C-001-007**

All that tract or parcel of land lying and being in Land Lot 22 of the 12th Land District of Troup County, Georgia, being identified as Tract 1, containing 8.274 acres and being more particularly shown on plat of survey prepared by Jackson Land Surveying Company, Georgia Registered Land Surveyor No. 2274, dated November 30, 2004, entitled last revised August 1, 2005, "The Property of John Hardy Jones" and recorded in Plat Book 71, Page 66, Troup County, Georgia records. Said plat and record are incorporated herein for a more complete description.

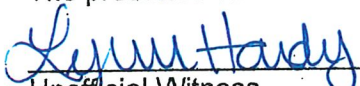
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

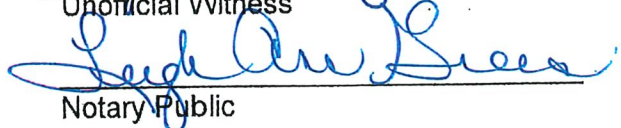
AND THE SAID Grantor will warrant and forever defend the right and title to the real property described herein, unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed of Gift as of the day and year first above written.

  
\_\_\_\_\_  
JOHN HARDY JONES

Signed this 31<sup>st</sup> day of October, 2022 in  
The presence of:

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public



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

**THIS IS A DEDICATION APPRAISAL**



**8.27± acres**

**Vacant property on Brooks Road**

**City of Hogansville, GA**

**Parcel # 00241C001007 in Troup County, GA**

**PREPARED FOR:**

John Hardy Jones  
252 Smokerise Trace  
Peachtree City, GA 30269

**PREPARED BY:**

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

**AS OF: October 17, 2022, Effective Date of this Appraisal**



**AFTER RECORDING RETURN TO:**

**Mack Reynolds, Esq.  
P. O. Box 100  
Hogansville, GA 30230**

**File No. 12094**

STATE OF GEORGIA

COUNTY OF TROUP

**DEED OF GIFT**

THIS INDENTURE, is made the \_\_\_\_ day of October, 2022, between **JOHN HARDY JONES**, of the County of Fayette and State of Georgia (the "Grantor"), and **THE CITY OF HOGANSVILLE, GEORGIA**, of the County of Troup and the State of Georgia, (the "Grantee")(the words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH: That**

Grantor, for and in consideration of the Grantee to further its non-profit purposes, other valuable consideration, and being intended to be a Gift under O.C.G.A. Section 44-5-80, at and before the sealing and delivery of these presents, the receipt whereby is hereby acknowledged, has granted, gifted, and conveyed and by these presents does grant, gift, and convey unto the said Grantee, its successors and/or assigns the following described, to-wit:

**Vacant lot off Ware Street – M&P – 024-4X-002-024**

All that tract or parcel of land lying and being in Land Lot 10 of the 12th Land District, City of Hogansville, Troup County, Georgia, containing 0.510 acres and being more particularly shown on plat of survey prepared by Jackson Land Surveying Company, Certified by Henry H. Jackson, Georgia Registered Land Surveyor No. 2274, entitled "The Property of John Hardy Jones" dated November 13, 1995 and recorded in Plat Book 48, Page 97, Troup County, Georgia records. Said plat and record thereof are incorporated herein for a more complete and accurate description.

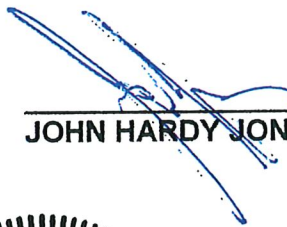
**Vacant lot off W. Main Street – M&P 024-4Z-002-017**

All that tract or parcel of land lying and being in Land Lot 10 of the 12th Land District, City of Hogansville, Troup County, Georgia, containing 0.869 acres and being more particularly shown on plat of survey prepared by Jackson Land Surveying Company, dated March 31, 2003, entitled "The Property of John Hardy Jones" and recorded in Plat Book 67, Page 64, Troup County, Georgia records. Said plat and record are incorporated herein for a more complete description.


TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

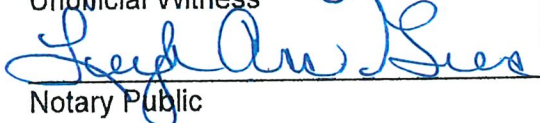
AND THE SAID Grantor will warrant and forever defend the right and title to the real property described herein, unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor, but not otherwise.

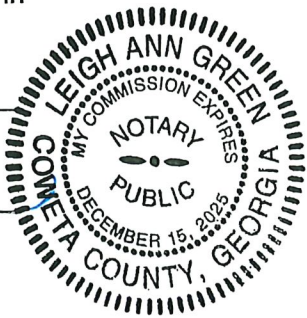
IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed of Gift as of the day and year first above written.

  
\_\_\_\_\_  
JOHN HARDY JONES

Signed this 31<sup>st</sup> day of October, 2022 in  
The presence of:

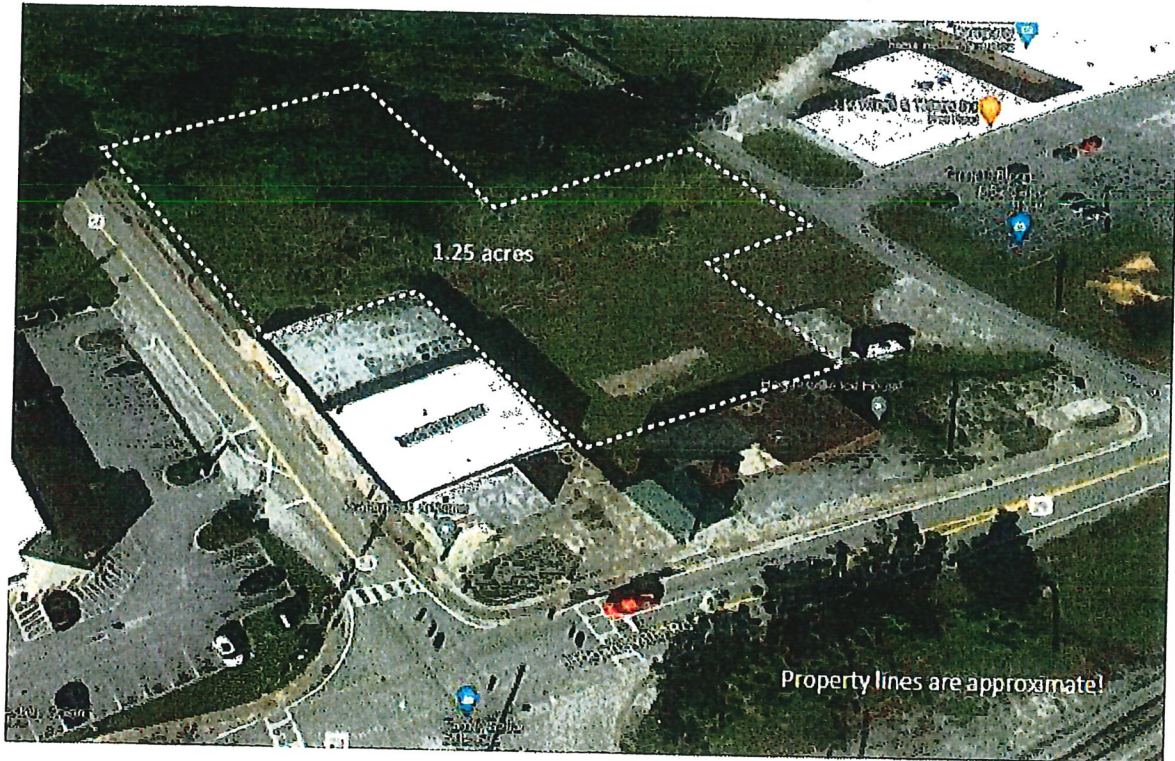
  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public



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

**THIS IS A DEDICATION APPRAISAL**



**1.25± acres**

**Two vacant properties at W. Main Street and Ware Street  
City of Hogansville, GA**

**Parcel # 0244X002017 & 0244X002024 in Troup County, GA**

**PREPARED FOR:**

John Hardy Jones  
252 Smokerise Trace  
Peachtree City, GA 30269

**PREPARED BY:**

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

**AS OF: October 17, 2022, Effective Date of this Appraisal**