



City of Hogansville
City Council

Public Hearing and Meeting Agenda

Monday, November 15, 2021

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

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

Public Hearing – 7:00 pm

Public Hearing to Hear Citizen Comments on the Rezoning and Map Amendment for 209 Boozer Street.

Regular Meeting – Immediately Following Public Hearing

1. Call to Order - Mayor Stankiewicz
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 15, 2021
2. Approval of Minutes: Regular Meeting November 1, 2021

Presentation

1. Recognition by the Chief of Police Jeff Sheppard
2. Employee Recognition Award – Jeff Spinks 10 Year Anniversary
3. Hogansville Charitable Trust – Hummingbird Festival Proceeds

New Business

1. 1st Reading – Ordinance - Rezoning and Map Amendment for 209 Boozer Street
2. Resolution – Acceptance of DNR LWCF Grant for Lake Jimmy Jackson
3. Resolution – Approval of GEFA Drinking Water State Revolving Fund Loan
4. Authorization to use Canvas Planning Group to Create Unified Development Ordinance

Discussion Items

1. Traffic Calming Devices

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

Upcoming Dates & Events

- November 25 & 26, 2021 | City Hall closed for Thanksgiving Holiday
- December 6, 2021 - 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall.
- December 11, 2021 – 6:00 pm | “Sporting Christmas Spirit” Hogansville Christmas Parade – Downtown Hogansville

Mayor's Report

Adjourn



11/01/2021

Regular Meeting

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

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

Carolynn Cameron gave the Invocation and Mayor Stankiewicz led the Pledge of Allegiance.

CONSENT AGENDA

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

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

Motion Passed 4-0

PRESENTATION

1. Mayor for a Day Essay Winner. Calleigh Christopher read her essay aloud for the public. She was presented with a certificate of recognition and gift card by City Manager Jonathan Lynn for her essay submitted during Ga. Cities week. Her essay was one of the five finalists chosen by the teachers and faculty at Hogansville Elementary School. The Mayor & Council chose the winner from the five finalists.

OLD BUSINESS

1. *2ND Reading – Annexation – Parcel No. 0022-000-016*

Motion: Council Member Neese made a motion to approve the Ordinance for the annexation of Parcel No 0022-000-016 Blue Creek Road. The motion was seconded by Council Member Striblin.

Discussion: None

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

Motion Passed 4-0

2. *2ND Reading – Ordinance, Rezoning and Map Amendment – Parcel Nos. 0022-000-016, 0214-000-004, and 0023-001-002.*

Motion: Council Member Neese made a motion to approve the ordinance for the rezoning and map amendment of parcel numbers 0022-000-016, 0214-000-004 and 0023-001-002 off of Blue Creek Road and East Main Street. The motion was seconded by Council Member Striblin.

Discussion: None

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

Motion Passed 4-0

NEW BUSINESS

1. Elevations Funding Request

Motion: Council Member Striblin moved to approve the additional funding for Elevations Youth Program in the amount of \$10k for the remaining months within the budget year. The motion was seconded by Council Member Jackson.

Discussion:

Roll Call Vote: Jackson (Yea), Price (Yea), Neese (Nay), Striblin (Yea)

Motion passes 3-1

2. Resolution – Reversal of College Street One-Way

Motion: Motion was made by Council Member Neese to approve the resolution reversing the one-way street decision of College Street. The motion was seconded by Council Member Striblin

Discussion: Visibility issue with new one-way on College. Need to reverse the recent decision.

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

Motion Passed 4-0

DISCUSSION ITEM

Mr. Lynne would like the Council to consider reversing the one-way on Ames Street with a right turn only option. Council Member Striblin stated the way the theater is designed, diagonal parking is designed with flow of traffic. She doesn't see any reason to change it. Council Member Neese stated she would look at it from a road engineering perspective and consider further before agreeing to more discussion.

EXECUTIVE SESSION

Motion: Council Member Striblin made a motion at 7:17pm to go into Executive Session under the Personnel Exemption. The motion was seconded by Council Member Jackson.

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

Motion Passed 4-0

The regular meeting was reconvened at 7:28pm

ADJOURNMENT

On a motion made by Council Member Neese and dually seconded, Mayor Bill Stankiewicz adjourned the meeting at 7:46 pm.

Respectfully,



LeAnn Lehigh
Deputy City Clerk

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

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

COUNCIL ACTION FORM

MEETING DATE: November 15, 2021

SUBMITTED BY: Lynne Miller

AGENDA TITLE: Public Hearing and First Reading -- Rezoning and Map Amendment for 209 Boozer Street

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

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

BACKGROUND (Includes description, background, and justification)

Property owner and applicant Lynn Yarbrough is proposing a rezoning of his 16+/- acre site at 209 Boozer Street, Tax Map No. 0244A 008 003 from R-2 – Single Family Homes to R3 – Multi-Family, to enable a 228-unit apartment complex to be constructed on the site. The developer is David Pfozter.

The apartment complex would have 19 three-story buildings with 12 units each. Maximum building height would be 40 feet (the City's maximum). Forty percent of the land would be greenspace. Entrance would be from Holmes Street and Elm Street. After rezoning, the developer would return to the Planning & Zoning Commission and City Council with a more detailed preliminary plat proposal.

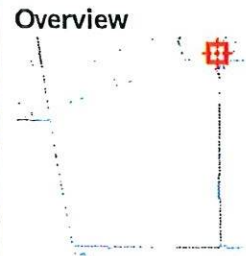
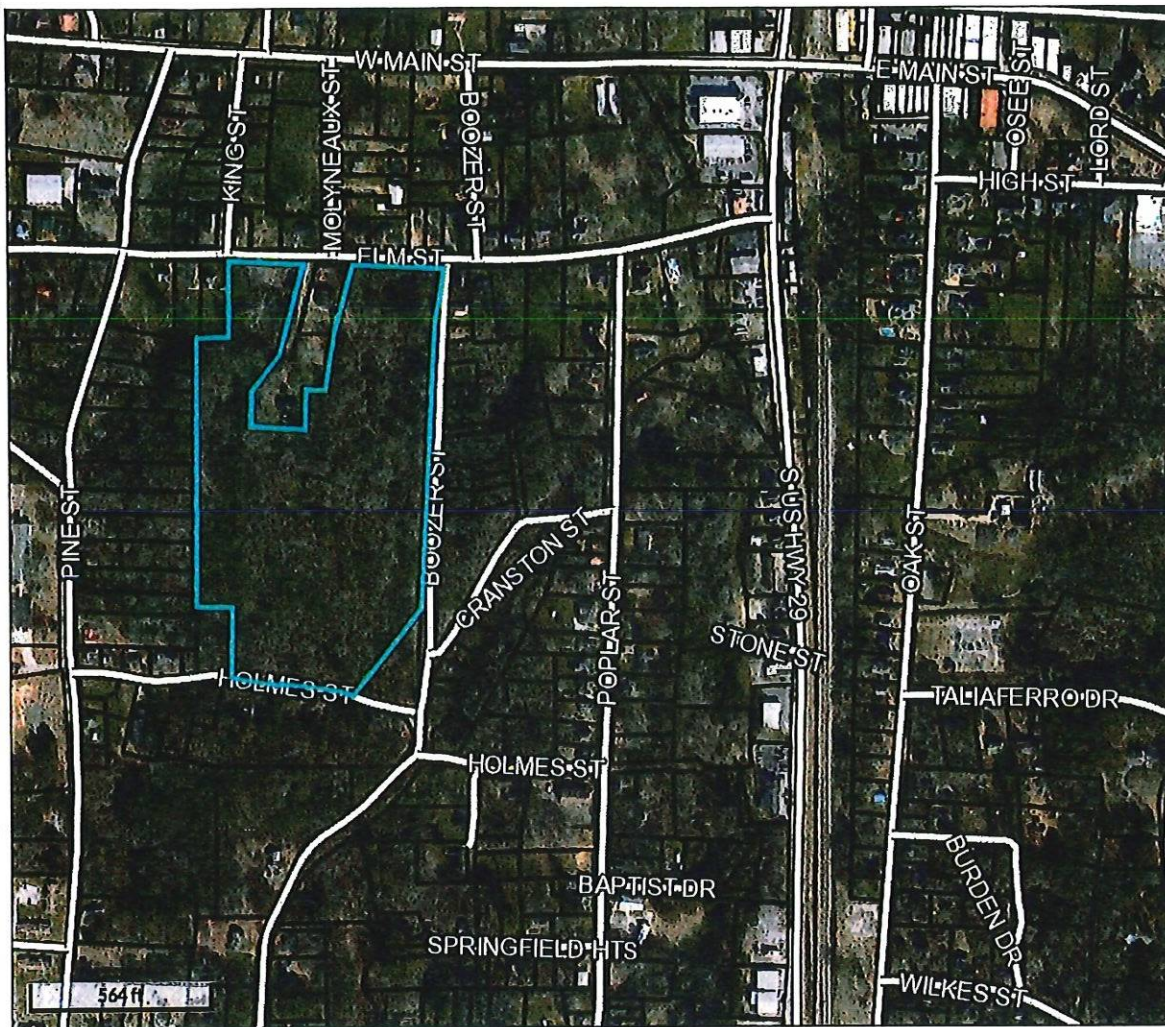
At its October 12, 2021 regular meeting, the Hogansville Planning & Zoning Commission voted to recommend that the City Council approve the proposed rezoning and map amendment.

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends that City Council follow the Hogansville Planning & Zoning Commission's 12 Oct 2021 recommendation to approve this proposed rezoning and map amendment. New housing at this 16-acre site is a recommendation of the City's 2018 Corridor Redevelopment Plan.



Legend
 □ Parcels
 = Roads

Parcel ID	0244A008003	Owner	YARBROUGH LYNN ANDERSON	Last 2 Sales			
Class Code	Residential		P O BOX 27547	Date	Price	Reason	Qual
Taxing District	18-HOGANSVILLE		PANAMA CITY, FL 324117547	5/11/1999	\$20000	LM	Q
City	HOGANSVILLE	Physical Address	209 BOOZER ST	4/1/1993		F	U
Acres	16	Assessed Value	Value \$67000				
		Land Value	Value \$67000				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 10/15/2021
 Last Data Uploaded: 10/14/2021 11:05:28 PM

Developed by  Schneider
 GEOSPATIAL

REQUEST FOR REZONING

City of Hogansville

This is a written request from Lynn Anderson Yarbrough
the legal owner of Property: 209 Boozer St, Hogansville,
Troup County, Georgia. At this time we are requesting that the said
property be rezoned from R2 to
R3

The request is made on the behalf of placing a Apartment complex
on said property.

Authentisign
Lynn Anderson Yarbrough
10/14/2021 3:52:08 PM EDT

Signature

10/14/2021

DATE

REQUEST FOR REZONING

City of Hogansville

Please consider this as written request from Lynn Anderson Yarbrough, the legal owner of 209 Boozer Street, Hogansville, Troup County, Georgia for rezoning. At this time, we are requesting that the said property be rezoned from R2 to R3.

This request is made on the behalf of placing an apartment complex on said property.

Authentisign

10/14/2021

Lynn Anderson Yarbrough

10/14/2021 3:52:05 PM EDT

Lynn Anderson Yarbrough

APPLICANTS REZONING DISCLOSURE STATEMENT
(O.C.G.A. 36-67A-1 eg seq.)

Property/Financial Disclosure

Does any member of the Board of Commissioners; or Planning Commission; or family member of a member of the Board of Commissioners; or Planning Commission have a financial or property interest in the subject property requested for zoning change or in a corporation, partnership, firm, trust, or association which has a property interest in the subject property?

NO

If so, describe the nature and extent of such interest: _____

Campaign Contribution Disclosure

Has the applicant made, with two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more, or made gifts having a combined value of \$250 or more to a member or members of the Board of Commissioners or Planning Commission?

NO

If so, give the name of the member(s) to whom the campaign contribution or gifts were made, the dollar amount of each campaign contribution, and an enumeration and description of each gift:

I certify that the foregoing information is true and correct, this _____ day of _____, 20____.

10/14/2021

Authentisign
Lynn Anderson Yarbrough
10/14/2021 3:52:40 PM EDT

Applicant's Signature

10/14/2021

APPLICATION FOR REZONING

HOGANSVILLE, GEORGIA

Application Number _____ Application Date 10/14/2021

Property Owner Lynn Anderson Yarbrough

Address _____

City, State, Zip: Panama City, Fla

Telephone: 850-890-1637

Sherry Williamson 706-302-4554

Authorized Agent _____

Address _____

City, State, Zip: _____

Telephone: _____

Property Address 209 Boozer Street, Hogansville, GA 0244A008003
alternate ID 12808

City, State, Zip: _____

Tax Parcel Number _____

Nearest Road Intersection Elm and Boozer

Current Zoning R2

Proposed Zoning R3

Current Use Vegetation

Proposed Use multi-family

If rezoned, when will proposed use start? within 3 months

Size of Property 16 +/- Acres () Acres or () Square Feet

Is Subject Property Vacant? _____

Do you request annexation of the subject property? _____

I hereby attest that the information I have provided in this application is true and accurate to the best of my knowledge. I also agree to cooperate with the City of Hogansville, in responding promptly to any reasonable request for additional information that may rise during the review process.

Authentisign
Lynn Anderson Yarbrough
10/14/2021 3:52:12 PM EDT

Signature of Owner or Authorized Agent

10/14/2021

Date

AUTHORIZED BY PROPERTY OWNER

CITY OF HOGANSVILLE, GEORGIA

I swear that I am the owner of the property located at (property address) _____

209 Boozer Street, Hogansville, GA 30230

which is subject matter of the attached application, as shown in the records of the Troup County, GEORGIA.

I authorize the person named below to act as applicant in the pursuit of the rezoning of this property.

Name of Applicant or Agent Lynn Anderson Yarbrough, Panama City, Fla

Address _____

City, State, Zip Code: _____

Telephone #: 850-890-1637

Lynn Anderson Yarbrough

Name of Applicant: _____

Subject Property: 209 Boozer St

Council Member: _____

CITY OF HOGANSVILLE, GEORGIA

Pursuit to Section 36-67A-1 et seq. of the Georgia Code Annotated, adopted by the Georgia General Assembly, effective July 1, 1986, the following disclosure is mandatory. When any applicant for rezoning action has been, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official, it shall be the duty of the applicant and the agent representing the applicant to file a disclosure report with the governing authority of the respective local government.

Any applicant for rezoning action knowingly failing to make a disclosure as required by Code Section 36-67A-1 et seq. shall be guilty of a misdemeanor.

A. Name of local government official to whom the campaign contribution or gift was made:
none

B. The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution:

Amount: \$ _____

Date of Contribution: _____

C. Enumeration and description of each gift having a value of \$250.00 or more made by the application to the local government official during the two years immediately preceding the filing of this application for rezoning.

Signature of Owner _____

Authentisign
Lynn Anderson Yarbrough
10/14/2021 3:52:14 PM EDT 10/14/2021

Date: _____

Subject Property: 209 Boozer Street Case# _____

Name: Lynn Anderson Yarbrough Phone: 850-890-1637

Address: _____

**PROPOSERS/OPPONENTS
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS
CITY OF HOGANSVILLE, GEORGIA**

Pursuit to Section 36-67A-1 et seq. of the Georgia Code Annotated, adopted by the Georgia General Assembly, effective July 1, 1986, the following disclosure is mandatory. When any applicant for rezoning action has been, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official, it shall be the duty of the applicant and the agent representing the applicant to file a disclosure report with the governing authority of the respective local government.

Any applicant for rezoning action knowingly failing to make a disclosure as required by Code Section 36-67A-1 et seq. shall be guilty of a misdemeanor.

A. Name of local government official to whom the campaign contribution or gift was made:
_____ NONE _____

B. The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution:

Amount: \$ _____

Date of Contribution: _____

C. Enumeration and description of each gift having a value of \$250.00 or more made by the application to the local government official during the two years immediately preceding the filing of this application for rezoning.

Signature of Owner: Lynn Anderson Yarbrough 10/14/2021 3:52:16 PM EDT 10/14/2021
Date: _____

SITE PLAN REQUIREMENTS

Site Plans shall contain the following information:

1. Property owner and address
2. Street address of subject property
3. Total property acreage
4. Tax Map and Lot Number
5. Date prepared, Map Scale and North Arrow
6. Location of all property lines on neighboring properties and streets or alleys located 50 feet from subject property.
7. Boundaries of all current zoning districts on the subject properties and all neighboring properties shown on the map. Each zoning district must be labeled.
8. Special markings (shading, cross hatching, or heavy outline) to identify the areas intended to be rezoned.
9. The general location of all existing structures or buildings on the subject property.

THE SKETCH PLAN DOES NOT HAVE TO BE DRAWN TO EXACT SCALE OR PREPARED BY A PROFESSIONAL, BUT IT MUST BE NEAT AND PREPARED IN INK.

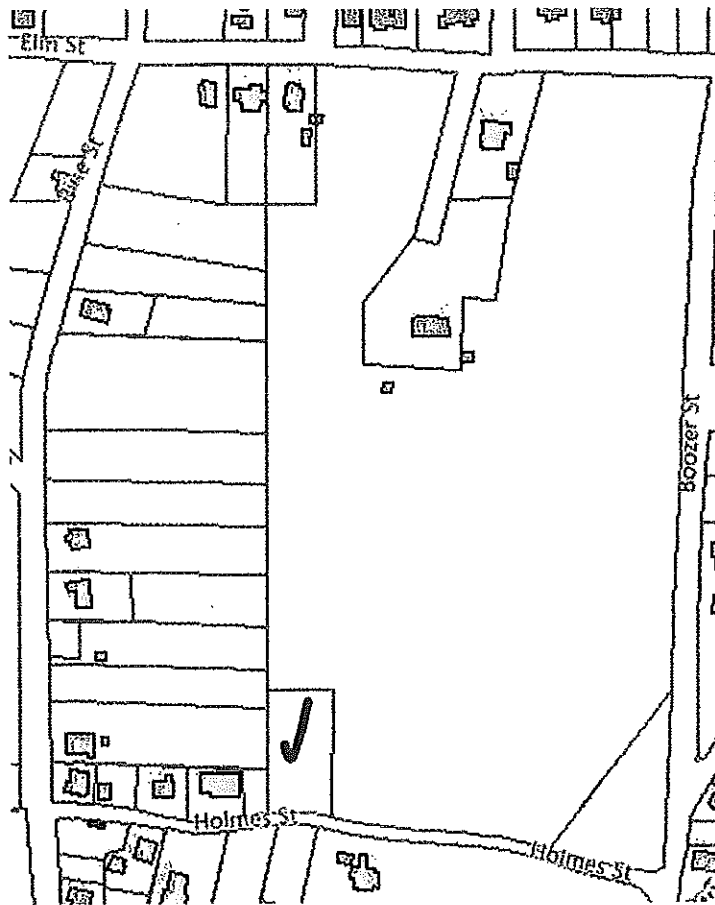
Sherry Williamson, vacant lot Holmes Street

10/14/21

I am a property owner of a lot on Holmes Street that adjacent to 209 Boozer Street acreage. I have no objections to the rezone for multifamily nor for the variance of height. I believe it will be wonderful for the area and the city of Hogansville.

Sherry Williamson

706-302-4554



AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND THE ZONING MAP AND ORDINANCES OF THE CITY SO AS TO CLASSIFY THE USE ZONE OF REAL ESTATE LOCATED WITHIN THE CITY LIMITS LOCATED AT 209 BOOZER STREET AND OWNED BY LYNN ANDERSON YARBROUGH; 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 zoning map and ordinances of the City of Hogansville be amended so as to classify as R-3 Multi-Family Residential District the following described real estate which is located within the corporate limits of the City of Hogansville, to wit:

All that tract or parcel of land located in the City of Hogansville, Troup County, Georgia, located at 209 Boozer Street consisting of a total of approximately 16 acres, more or less, identified as Tax Parcel ID Number 0244A 008 003 and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2:

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3:

Pursuant to Official Code of Georgia Annotated Section 36-66-4(d)(4), this ordinance after adoption by the Council and upon approval by the Mayor, shall become effective upon the date the zoning is officially approved by the Mayor and Council.

INTRODUCED AND FIRST READING _____

SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

EXHIBIT "A"

All that tract or parcel of land, together with all improvements located thereon, located at the junction of Elm and Boozer Streets in the City of Hogansville, Troup County, Georgia, continuing approximately Twenty One (21) acres, more or less, and commonly known as the W. S. Trimble Home Place, less the lot previously sold to Roy Phillips and the lot fronting on Elm Street 105 feet and extending back South 210 feet sold to E. W. Johnson by this Grantor, buy including the tract as described in the deed to Mrs. H. E. Smith (now Mrs. Annie Mae Moore) by Mrs. Alice B. Reid, said deed dated Sept. 22nd 1936 and recorded in Deed Book 40, Page 477 of the Troup County Records. Said tract as a whole bounded as follows: On the North by Elm Street and the tract sold to E. W. Johnson; on the East by Boozer Street and lot now belonging to Sherwood Jones, Holmes Street and lot belonging to Roy Phillips; and on the West by the Roy Phillips lot and land previously owned by Mrs. Alice B. Reid, now sold off in lots to various parties and Mrs. Tommie Hightower and the East line of the lot sold to E. W. Johnson. The main body being the land sold by W. S. Trimble to J. M. Buttril, Mrs. J. M. Buttril to Chase A. Smith, Chase A. Smith to H. L. Rosser and from J. L. Rosser to W. G. Moore, the husband of Annie Mae Moore and father of Mrs. F. L. Culpepper. Sole Heirs of W. G. Moore deceased.

Tax Parcel ID No. 0244A 008 003, located at 209 Boozer Street, Hogansville, GA 30230

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

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

COUNCIL ACTION FORM

MEETING DATE: November 15, 2021

SUBMITTED BY: Lynne Miller *LSM*

AGENDA TITLE: Resolution Accepting \$87,500 LWCF Grant for Lake Jimmy Jackson

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

Ordinance (No. ____)

Contract

Information Only

Public Hearing

Resolution (No. ____)

Ceremonial

Discussion/Action

Other

BACKGROUND (Includes description, background, and justification)

The City's \$87,500 grant application to the Land and Water Conservation Fund for improvements at Lake Jimmy Jackson has been approved. This grant requires an \$87,500 match from Recreation SPLOST, and will be used to build:

- A playground
- Canoe and kayak docks
- Volleyball area
- 4 fishing pavilions
- Interpretive and directional signage, and
- Accessible paths from the parking area and playground.

Attached is a City Council resolution accepting the provisions of the grant, which was submitted in October 2020. Also attached, a copy of the grant contract that provides those standard conditions.

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

\$87,500 match required from Recreation SPLOST.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends that City Council accept this grant.

**RESOLUTION ACCEPTING \$87,500 MATCHING
LAND AND WATER CONSERVATION GRANT
FOR LAKE JIMMY JACKSON
CITY OF HOGANSVILLE**

**STATE OF GEORGIA
COUNTY OF TROUP**

WHEREAS, at the regular meeting of the Mayor and City Council of the City of Hogansville held 15th day of November, 2021, a motion was made, duly seconded and approved that the City of Hogansville agrees to the terms of the contract for a state grant between Georgia Department of Natural Resource and City of Hogansville for a grant of financial assistance to improve Lake Jimmy Jackson Park with the addition of recreational amenities, and to authorize the Mayor to execute said contract on behalf of the City of Hogansville, and to accept the grant provided for in the said contract in the amount of \$87,500,

NOW, THEREFORE, BE IT RESOLVED BY the City of Hogansville in Troup County, Georgia that the terms and conditions of the contract between the Georgia Department of Natural Resources and the City of Hogansville are hereby agreed to, that the Mayor is authorized and empowered to execute said contract and any subsequent amendments thereto on behalf of the City of Hogansville, and that the grant provided for in said contract in the amount of \$87,500 is hereby accepted to be used under the terms and conditions of said contract, and that sufficient funds have been designated to assure the have been designated to assure that the acquisition and/or development, operation and maintenance of the facilities and/or delivery of services as identified in said contract.

Read and adopted in the regular meeting of the City of Hogansville held on the 15th day of November 2021.

ATTEST

Lisa A Kelly, Hogansville City Clerk

(Seal)

City of Hogansville
Troup County Georgia

BY:

William C. Stankiewicz, Mayor

Certification

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Council on the date so stated in the Resolution.

I further certify that I am the Clerk of the Council and that said resolution has been entered in the official records of said Council and remains in full force and effect the 15th day of November 2021.

City Clerk

Federal Employer Identification # 58-600 0594

**DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

Applicant (State Agency/City/County/Commission/Authority): **City of Hogansville** Project Number: **13-01054 (P21AP12166)**
LWCF(FBMS)

Project Title: **Lake Jimmy Jackson Park**

Project Period: Date of Approval (defined as the date of signatures on the following page) - **December 31, 2023**

Project Stage Covered by this Agreement: Entire Project

Project Scope (Description of Project):

This project consists of further development of the park known as Lake Jimmy Jackson Park located in the City of Hogansville, Troup County, Georgia to include the construction of:

- Playground,
- Canoe and kayak docks,
- Accessible paths from parking and playground,
- Volleyball area,
- Interpretive & directional signage, and
- Four (4) fishing pavilions.

By execution of this Project Agreement, the Applicant agrees to comply with the following regulations, policies, guidelines, and requirements, as applicable to this project:

1. Georgia Department of Natural Resources Land and Water Conservation Fund Project Agreement General Provisions (attached pages 3-16)
2. LWCF State Assistance Program Manual
3. Project Application and Attachments
4. 2 CFR Part 200
5. 36 CFR Part 59

Project Cost:

Grant Fund (LWCF) Amount	\$ 87,500.00
<u>Required match:</u>	\$ 87,500.00
Total project costs:	\$ 175,000.00

(Grant Fund amount not to exceed 50% of Total)

DNR Form (January 2020)

The Department of Natural Resources, represented by the Commissioner of the Department of Natural Resources or his lawfully designated representative, and the Applicant named above hereinafter referred to as the Applicant, mutually agree to perform this Agreement in accordance with the Land and Water Conservation Fund Act, the LWCF State Assistance Program Manual, and the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the Applicant and hereby made a part hereof.

The Department of Natural Resources promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to above, and to tender to the Applicant that portion of the obligation which is required to pay the Department's share of the costs of the above project stage, based upon the above percentage of assistance. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

None.

In witness whereof, the parties have executed this Agreement as of the date entered below.

STATE OF GEORGIA

CITY OF HOGANSVILLE

By _____
(Signature)

By _____
(Signature)

Taylor Brown
State Liaison Officer

Name: Bill Stankiewicz
Title: Mayor

Date _____

Date _____

GEORGIA DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "DNR" as used herein means the Department of Natural Resources, State of Georgia.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "Commissioner" as used herein means the Commissioner of the Department of Natural Resources, or any representative lawfully delegated the authority to act for such Commissioner.
- E. The term "SLO" as used herein means the State Liaison Officer for the Department of Natural Resources, or any representative lawfully delegated the authority to act for such SLO.
- F. The term "grant" as used herein means a grant of monies awarded pursuant to the Land and Water Conservation Fund Act of 1965.
- G. The term "Applicant" as used herein means the state agency, city, county, commission, authority, or other local entity which is a recipient of a grant. The terms "applicant," "grantee," and "recipient" are deemed synonymous.
- H. The term "project agreement" as used herein means the Department of Natural Resources Land and Water Conservation Fund Project Agreement entered into between DNR and the Applicant and which governs the acceptance and usage of the grant.
- I. The term "manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- J. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and any subsequent amendments.
- K. The term "State" as used herein means the state of Georgia.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund (hereinafter LWCF or the Fund) project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act of 1965 (hereinafter the Act or the LWCF Act) and the following requirements.

Further, it is the acknowledged intent of the parties hereto that the recipient of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, state and local outdoor recreation funds.

- A. The Applicant agrees, as recipient of this assistance, that it will meet the specific requirements of these general provisions and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or office thereof, or public agency to which funds are transferred pursuant to the project agreement. The Applicant also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or office thereof, or public agency and that failure by such political subdivision, or office thereof, or public agency to so comply shall be deemed a failure by the Applicant to comply with the terms of this project agreement.

- B. The Applicant agrees that the property described in the project agreement and, if applicable, the signed and dated project boundary map made part of that agreement, is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the SLO and the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The SLO and the Secretary shall approve such conversion only if it is found to be in accord with The Georgia Planning Act, The Service Delivery Strategy Law, and any other then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. Applicant agrees and understands that final approval for any such conversion is at the sole discretion of the Secretary.

Prior to the completion of this project, and subject to final approval by the Secretary, the Applicant and the SLO may mutually alter the area described in the project agreement and, if applicable, the signed and dated project boundary map, to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection.

In the event the NPS and DNR provide Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Applicant agrees to notify DNR of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by NPS and DNR; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by NPS and DNR.

- C. The Applicant agrees that the benefit to be derived by the State and the United States from the full compliance by the Applicant with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State and the United States by way of LWCF assistance. The Applicant agrees that payment by the Applicant to DNR or the United States of an amount equal to the amount of assistance extended under the project agreement by DNR and the United States would be inadequate compensation to DNR and the United States for any breach by the Applicant of the project agreement.

The Applicant further agrees, therefore, that the appropriate remedy in the event of a breach by the Applicant of the project agreement shall be the specific performance of said agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The Applicant agrees to comply with the manual policies and procedures. Provisions of the manual are incorporated into and made a part of the project agreement.
- E. The Applicant agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by applicable Manual requirements and applicable published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The Applicant agrees that a permanent record shall be kept in its public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and if applicable, the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the SLO and the Secretary.

Part III - Project Assurances

- A. The Applicant shall comply with applicable state and federal regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of federal funds for the project, including:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

2 CFR Part 180 & 1400, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, New Restrictions on Lobbying;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, Reporting Subawards and Executive Compensation

B. Project Application

1. The grant application bearing the same project number as the project agreement and associated documents is by this reference made a part of the project agreement.
2. The Applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.
3. The Applicant has the capability to finance the non-federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. DNR shall transfer to the Applicant all funds granted hereunder except those reimbursed to DNR to cover eligible administrative expenses.
3. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The Applicant shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable federal, state, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the Applicant shall bring the project to a point of recreational usefulness agreed upon by the SLO and the Secretary.
6. The Applicant will provide for and maintain competent and adequate architectural/engineering supervision and

inspection at the construction site to insure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the DNR may require.

7. The Applicant will require the facility to be designed to comply with the Architectural Barriers Act of 1968, as amended (Public Law 90-480), relating to accessibility standards. The Applicant will be responsible for conducting inspections to insure compliance with these specifications.
8. The Applicant will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing the same for all real property acquisitions, and where applicable, shall assure that the same has been complied with for property to be developed with assistance from the grant.
9. The Applicant will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The Applicant will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and the applicable manual provisions relating to flood insurance and requirements. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the federal Emergency Management Agency.
11. The Applicant will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the DNR and NPS of the existence of any such properties, and by (b) complying with all requirements established by NPS to avoid or mitigate adverse effects upon such properties.
12. The Applicant will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625, 12138, and 12432 as follows:
 - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

The DNR and NPS Regional Offices will work closely with the Applicant to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. Applicant shall comply with the applicable provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), relating to the employment of mechanics or laborers.

14. Applicant shall comply with the applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251et seq.).

D. Contracts for Construction

1. Applicant shall comply with the applicable provisions of the equal opportunity clause as found in 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Applicant shall comply with the applicable provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
3. Applicant shall comply with the applicable provisions of 2 CFR 200.

E. Retention and Custodial Requirements for Records

1. All Applicant financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary, the Comptroller General of the United States, and the SLO, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Applicant and their related departments which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Secretary or the SLO may temporarily suspend fund assistance under the project pending corrective action by the Applicant or pending a decision to terminate the grant by the NPS.
2. The Applicant may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Applicant only by mutual agreement with the NPS.
3. The Secretary or the SLO may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The SLO will promptly notify the Applicant in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Applicants or recoveries by the NPS and the DNR under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Secretary, the SLO, or the Applicant may terminate grants in whole, or in part, at any time before the date of completion, when all parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Applicant shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS and the DNR may allow full credit to the Applicant for the federal

share of the noncancelable obligations, properly incurred by the Applicant prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Applicant, the SLO, and the Secretary or that all grant funds provided pursuant to the project agreement be returned.

G. Lobbying with Appropriated Funds

For recipients of grants in excess of \$100,000, the provisions of 31U.S.C. 1352 must be certified as follows.

The Applicant certifies by execution of this agreement, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Nondiscrimination

Applicant certifies that, as a condition to receiving the grant, it will comply with all federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.

THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall

obligate the Applicant for the period during which the federal financial assistance is extended to it.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant, including installment payments after such date on account of applications for federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the agreement and who is authorized to sign on behalf of the Applicant.

The Applicant agrees that it shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

I. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

The Applicant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If the Applicant is unable to make such certification, the Applicant must attach an explanation to the agreement for submission to NPS.

J. Audit Requirements

1) Non-federal entities that expend \$750,000 or more during a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 et seq.) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>.

2) Non-federal entities that expend less than \$750,000 for a fiscal year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of NPS, DNR, and General Accounting Office (GAO).

3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable.

K. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

1) This grant and employees working on this project will be subject to the whistleblower rights and remedies in the pilot program on recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation.

2) The Applicant shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3) The Applicant shall insert the substance of this clause, including this subparagraph (3), in all subawards or subcontracts over the simplified acquisition threshold.

L. Reporting Executive Compensation

1) Reporting Total Compensation of Recipient Executives

a. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. In the preceding fiscal year, you received—

a. 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. You must report to DNR the executive total compensation described above by the end of the month following the month in which this grant is made, and annually thereafter.

2) Definitions. For purposes of this section:

a. “Executive” means officers, managing partners, or any other employees in management positions.

b. “Total compensation” means the cash and noncash dollar value earned by the executive during the preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

M. Conflicts of Interest

1) The Applicant must establish safeguards to prohibit its employees and sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Applicant is responsible for notifying DNR in writing of any actual or potential conflicts of interest that may arise during the life of this agreement. Conflicts of interest include any relationship or matter which might place the Applicant or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or

indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the agreement that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Applicant and/or Applicant's employees and sub-recipients in the matter.

2) DNR and, if applicable, the servicing Ethics Counselor for the Department of the Interior, will determine if a conflict of interest exists. If a conflict of interest exists, DNR and NPS will determine the feasibility of a mitigation plan. Any such plan must be approved in writing by DNR and NPS.

3) Failure to resolve a conflict of interest in a manner that satisfies DNR and NPS may be cause for termination of the grant. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

N. Reporting of Matters Related to Recipient Integrity and Performance

1) General Reporting Requirement

For grants where the LWCF share is \$500,000 or greater, the recipient agrees to provide to DNR the information necessary for DNR to comply with the reporting requirements described to 41 U.S.C. 2313 as to integrity and performance matters. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2) You must submit to DNR the information required about each proceeding that:

- a) Is in connection with the award or performance of the grant;
- b) Reached its final disposition during the most recent five year period; and
- c) Is one of the following:
 - i) A criminal proceeding that resulted in a conviction, as defined in paragraph (4) of this section;
 - ii) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii) An administrative proceeding, as defined in paragraph (4) of this section, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv) Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in paragraph (2)(c)(i), (2)(c)(ii), or (2)(c)(iii) above;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Frequency

During any period of time when you are subject to the requirement of this section, you must report proceedings information for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

4) Definitions. For purposes of this section:

- a) "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission

Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) "Conviction" means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) "Total value of currently active grants, cooperative agreements, and procurement contracts" includes:

- i) Only the federal share of the funding under any federal award with a recipient cost share or match; and
- ii) The value of all expected funding increments under a federal award and options, even if not yet exercised.

O. Special Provisions

If applicant is an entity other than a state government, a local government, or a federally recognized Indian tribal government, then Applicant agrees to the following provisions regarding public information and endorsements.

1) **Public Information and Endorsements**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2) **Trafficking in Persons**

This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR Section 175.15).

If Applicant is a private entity, Applicant agrees to the following provisions:

- 1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

For purposes of this Section, the following definitions apply.

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
 - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

3) Minimum Wages Under Executive Order 13658 (January 2015)

(a) *Definitions.* As used in this clause—

"United States" means the 50 states and the District of Columbia.

"Worker"—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

(6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable

collective bargaining agreement(s) wage rate.

(9) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

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

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

COUNCIL ACTION FORM

MEETING DATE: November 15, 2021 **SUBMITTED BY:** Jonathan Lynn

AGENDA TITLE: Resolution to approve and accept GEFA Loan for Drinking Water State Revolving Fund

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

- Ordinance (No. ____)
- Contract
- Information Only
- Public Hearing
- Resolution (No. ____)
- Ceremonial
- Discussion/Action
- Other

BACKGROUND (Includes description, background, and justification)

The City of Hogansville's request for funding from the Georgia Environmental Finance Authority [GEFA] has been approved in the amount of \$2,934,000. The funding for this project will allow the City to expand our water line up Bass Cross Road from Highway 29 to Highway 54/100 interchange.

City Council approved the authorization for application at the meeting of August 16, 2021.

It should be noted that while the entire loan amount is listed as \$2,934,000, there is a forgivable portion of \$700,000 within this total that reduces what is to be paid back through a 20 year period.

In recognition of our great work with financial patterns in the last several years, we were able to secure this loan approval with an interest rate of 1.13%.

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

This will be a budgeted item in subsequent budget years and operating under the assumption that we will draw down all funds, the monthly payment will be \$10,404.13. There is no anticipation that this will have any impact on our current budget.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends authorization to approve this funding through the resolution with GEFA in the amount of \$2,934,000.

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF HOGANSVILLE

Loan Number: DW2020028

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$2,934,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)



Brian P. Kemp
Governor

Kevin Clark
Executive Director

November 4, 2021

Mr. Jonathan Lynn
City Manager
City of Hogansville
111 High Street
Hogansville, GA 30230

Re: City of Hogansville – Loan No. DW2020028

Dear Mr. Lynn:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of \$2,934,000 on November 4, 2021. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

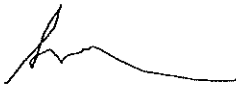
1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of \$700,000, if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee is payable in one payment of \$29,340 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.



3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$10,404.13 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-584-1075 or soken@gefa.ga.gov.

Sincerely,



Sarah Oken
Project Manager

Enclosures

cc: Greg Ashworth / Turnipseed Engineers (w/o enclosures)

PROMISSORY NOTE

\$2,934,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "**Borrower**") promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "**Lender**") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWO MILLION NINE HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$2,934,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 13/100 PERCENT (1.13%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **DECEMBER 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each

and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

CITY OF HOGANSVILLE

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____



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

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

COUNCIL ACTION FORM

MEETING DATE: November 15, 2021 **SUBMITTED BY:** Jonathan Lynn

AGENDA TITLE: Authorization to use Canvas Planning Group to create Unified Development Ordinance

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

- Ordinance (No. ____)
- Contract
- Information Only
- Public Hearing
- Resolution (No. ____)
- Ceremonial
- Discussion/Action
- Other

BACKGROUND (Includes description, background, and justification)

The City of Hogansville utilizes both development ordinances and zoning ordinances that control how development and building may occur within the city. However, there has been no comprehensive review and updating of our codes in several years and as such, they have become antiquated.

The process that would be employed by Canvas Planning Group would take care of all aspects of this process including meeting facilitation (both community and staff), code drafting, and all graphics. They would involve all necessary boards/commissions that would need to be a part of this process.

This will also include a revised and robust sign ordinance, which we currently do not have.

The City of LaGrange has used Canvas Planning Group for their already adopted UDO and Troup County is doing the same. The City of West Point and Hogansville would be entering the process at the same time. There would be continuity throughout the county where applicable as all would have a similar framework for their UDO.

The process is anticipated to take 12 months and slated to begin in January 2022.

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

This is a budgeted item with 50% of the costs in the current FY22 (0001-00533-511) budget and the remaining 50% will be included in the FY23 budget. The total cost is \$120,000.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends authorization to use Canvas Planning Group to create a Unified Development Ordinance for the City of Hogansville.

SCHEDULE + BUDGET

The scope of work outlined in this document is estimated to be completed within a **12-month** timeframe at a cost of **\$120,000** as delineated in the table below. Schedule and budget reflects time for Canvas Planning. Final schedule and budget estimates can change based on changes to the scope of work.

CODE UPDATE PROCESS	MONTHS												COSTS	
	1	2	3	4	5	6	7	8	9	10	11	12		
1. Community Engagement														\$30,000
Project Management Meetings														
Community Meetings and Presentations														
Staff Workshops														
Stakeholder Interviews														
2. Analysis														\$30,000
Analysis of Codes, Plans, and Studies														
Proposed Code Outline														
3. Production														\$50,000
Ordinance Drafting														
Graphics, Illustrations, Mapping														
4. Adoption														\$10,000
Legislation Introduction and Adoption														
														\$120,000

COMMUNITY ENGAGEMENT

Community engagement efforts will take place through the duration of the zoning code project to properly capture input from a broad spectrum of community stakeholders and community leaders. These meetings will be designed to attract various audiences throughout the process - from builders and developers in the community, to key community leaders, stakeholders, staff members, and elected officials. Further detail on community engagement efforts is provided below.

PROJECT MANAGEMENT MEETINGS

- Monthly Project Management Team meetings consisting of the Planning Department Director, Zoning Administrator, Building Official, City Attorney, and any other key City staff pertinent to the process.
- When necessary, additional meetings with the City Manager, elected officials, and other City staff.

COMMUNITY MEETINGS & PRESENTATIONS

- Large-scale community meeting early in the process for the public to hear initial direction of the new code update and to solicit input and ideas from the community for the direction of the new code.
- Large-scale community meeting later in the process for the public to hear recommended content of the new code and to solicit input and feedback from the community.

STAFF WORKSHOPS

- Early in the process, a staff workshop will be conducted to analyze actual sample parcels and sample projects to assist in understanding how the code works today.
- Later in the process, a staff workshop will be conducted to apply the draft code regulations to sample parcels and sample projects to “test” the draft code regulations and to refine the draft regulations before final adoption.

STAKEHOLDER INTERVIEWS

- Small-group interviews with individual community stakeholders or with topical focus groups. Examples include...
- Elected officials
- Neighborhood leaders
- Builders/developers
- Real estate brokers/agents
- Architects, engineers
- Business leaders

AGREEMENT FOR CONSULTING SERVICES

CANVAS PLANNING GROUP agrees to provide CITY OF HOGANSVILLE with the following professional services for the fees and on the terms and conditions set forth herein.

1. PARTIES TO THE AGREEMENT

The parties to this agreement are CITY OF HOGANSVILLE, a MUNICIPAL CORPORATION formed under the laws of the State of Georgia hereinafter referred to as "Client," and CANVAS PLANNING GROUP, a CORPORATION, existing or formed under the laws of the State of Georgia, hereinafter referred to as "Consultant."

2. PROJECT SUPERVISION

Jonathan Lynn will be the project manager for Client. Aaron Fortner will be the project manager for Consultant. Either party may rely on the representations, approvals, and other actions of the project manager of the other party. Neither party may designate a new project manager except with the express written consent of the other party, which consent shall not be unreasonably withheld.

3. SERVICES

The services to be provided are set forth in detail in the attached Exhibit A, "Scope of Services." Exhibit A shall be deemed to be incorporated herein by reference whether it is attached to this agreement and executed at the same time as this agreement or prepared and/or executed separately at a later date.

4. PRICE

Consultant shall provide the services set forth in the Exhibit A Scope of Services for a price that will be invoiced hourly, billable for the life of the contract. Payment shall be rendered within thirty (30) days of Client's receipt of bill. Additional meetings and/or project tasks in excess of the Scope of Services may be requested by the Client. Such additional services will be priced accordingly based on the level of effort required to complete the tasks.

5. TERMS AND CONDITIONS

The price stated in this agreement includes all fees for professional services, all incidental costs and materials, and all travel costs incurred by Consultant.

6. LENGTH OF CONTRACT

The term of this Agreement shall be from January 1, 2022 to March 1, 2023 and shall be, unless terminated prior thereto, as hereinafter provided pursuant to the Scope of Services detailed in Exhibit A. Additional site visits, project hours, and/or project tasks in excess of the Scope of Services may be requested by the Client. Such additional services will be priced accordingly based on the level of effort required to complete the tasks.

The Client may terminate this Agreement at any time by giving written notice of termination to the Consultant. This Agreement shall terminate effective thirty (30) days after such notice. After termination, Consultant shall not incur further expenses or spend further time in the discharge of its obligations under this Agreement without the prior approval of the Client. In the event of termination, Consultant shall be entitled only to payments received as of the date of termination.

7. OWNERSHIP OF WORK PRODUCT

All right, title, and interest, including copyrights, in and to all documents, in whatever medium they may exist (including but not limited to, electronic), prepared pursuant to this agreement are owned by and hereby assigned to Client, although Consultant may retain physical possession of a copy of them. Client shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement, provided Consultant is noted as a source.

8. REMEDIES – LEGAL AND EQUITABLE

In case of the default of either party under this agreement, the other party, after offering the defaulting party any right to cure within thirty (30) days, may seek any legal or equitable remedies otherwise available, including but not limited to payment, damages, rescission, and/or specific performance. Such remedies shall exist notwithstanding the termination of the agreement. The remedies for default shall survive the termination of the agreement, although a right of specific performance shall not survive a termination in accordance with the terms of this agreement.

9. COMPLETE AGREEMENT/AMENDMENTS

This agreement, together with Exhibit A, Scope of Services constitutes the complete agreement between parties. It may be amended only by a writing executed by both parties. This agreement may be executed in multiple counterparts, each of which shall be considered an original. When this agreement has been signed by both parties, it shall constitute a binding agreement and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to the date of the agreement.

CLIENT:

CONSULTANT:

City of Hogansville

Canvas Planning Group

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A: SCOPE OF SERVICES

1. Community Engagement

- Monthly Project Management Meetings with the Client
- Community Meetings & Presentations (up to 2)
- Staff Workshops (up to 2)
- Stakeholder Interviews (up to 12)
- Periodic Project Steering Committee with Community Stakeholders
- Public Hearings & Adoption Process

2. Analysis

- Zoning Code analysis
- Development Regulations analysis
- Relevant Plans and Studies analysis
- Produce a Baseline Analysis Summary Document
- Produce a Proposed Ordinance Outline

3. Unified Development Ordinance Production

- Meeting materials and summaries for the project website
- 1st Draft of the new Zoning and Development Code & Zoning Map
- 2nd Draft of the new Zoning and Development Code & Zoning Map
- 3rd Draft of the new Zoning and Development Code & Zoning Map
- Final Draft of the new Zoning and Development Code & Zoning Map
- Any new forms or applications required by the new Ordinance
- Digital copies in Word and PDF

4. Adoption

- Production required for facilitation of the Ordinance adoption process
- Meetings required for facilitation of the Ordinance adoption process
- Presentations required for facilitation of the Ordinance adoption process

5. Budget and Schedule

The scope of work is estimated to be completed within a 12-month timeframe at a cost of \$120,000 as delineated below. Schedule and budget reflects time for Canvas Planning in addition to legal and engineering subconsultants.

HOGANSVILLE - ZONING AND DEVELOPMENT REGULATIONS UPDATE

SCHEDULE + BUDGET

The scope of work outlined in this document is estimated to be completed within a **12-month** timeframe at a cost of **\$120,000** as delineated in the table below. Schedule and budget reflects time for Canvas Planning. Final schedule and budget estimates can change based on changes to the scope of work.

CODE UPDATE PROCESS	MONTHS												COSTS
	1	2	3	4	5	6	7	8	9	10	11	12	
1. Community Engagement													\$30,000
Project Management Meetings	█	█	█	█	█	█	█	█	█				
Community Meetings and Presentations			█			█							
Staff Workshops		█						█					
Stakeholder Interviews	█		█		█		█		█				
2. Analysis													\$30,000
Analysis of Codes, Plans, and Studies	█	█	█										
Proposed Code Outline			█										
3. Production													\$50,000
Ordinance Drafting				█	█	█	█	█	█				
Graphics, Illustrations, Mapping				█	█	█	█	█					
4. Adoption													\$10,000
Legislation Introduction and Adoption											█	█	█
													\$120,000