



City of Hogansville
City Council

Public Hearing & Regular Meeting Agenda

Tuesday, January 21, 2025 – 7:00 pm

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

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

Public Hearing – 7:00 pm

Public Hearing to Hear Citizen Comments on the Proposed Variance for Granite Street, Tax Parcel Nos 0213B004015B, 0213B004015C, and 0213B004015D

Regular Meeting –Immediately Following Public Hearing

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

Consent Agenda

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

1. Approval of Agenda: Regular Meeting January 21, 2025
2. Approval of Minutes: Work Session January 6, 2025
3. Approval of Minutes: Regular Meeting January 6, 2025

Citizen Appearance

1. Mike Johnson to Discuss Housing

New Business

1. Variances for Granite Street Tax Parcel Nos 0213B004015B, 0213B004015C, and 0213B004015D
2. LG Smart Poles
3. Citizen Appointments Discussion

City Manager's Report

Chief of Police Report

Council Member Reports

1. Council Member Taylor
2. Council Member Baswell
3. Council Member Neese
4. Council Member Ayers
5. Council Member Strickland

Mayor's Report

Adjourn

Upcoming Dates & Events

- January 28, 2025 – 6:30 pm | Meeting of the Downtown Development Authority at Hogansville City Hall
- February 3, 2025 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall
- February 17, 2025 – 7:00 pm | Regular Meeting of the Mayor and Council at

Upcoming at the Royal Theater

- Friday, January 24, 2025 – 7:00 pm | Movie: Brave
- Saturday, January 25, 2025 – 2:00 pm | Movie: Wish
- Friday, January 31, 2025 – 7:00 pm | Movie: True Grit
- Saturday, February 1, 2025 – 7:00 pm | Movie: Rooster Cogburn

Purchase tickets online at 1937royaltheater.org or at the box office
400 East Main Street, Hogansville, GA 30230 | (706) 250-4738



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

Work Session Meeting

January 6, 2025

Call to Order: Mayor Jake Ayers called the Work Session to order at 5:34 pm. Present were Council Member Michael Taylor, Interim Council Member Jason Baswell, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Kandis Strickland. Also present were City Manager Lisa Kelly, City Attorney Alex Dixon, Police Captain Marcus Rakestraw, and City Clerk LeAnn Lehigh.

ORDER OF BUSINESS

1. Discussion of Holmes Street

City Manager Lisa Kelly explained that due to the disrepair of Holmes Street, she is requesting to shut down the portion of Holmes down to just past the Church until the City can afford full-depth reclamation. City Manager believes it should be Spring 2026 before the City would get the funding from the 2025 and 2026 LMIG funding and fund the match with SPLOST dollars. Discussion was also mentioned that additional funding from developments could be used for road maintenance. Council agrees that since the street is in such bad condition, shutting it down would be the best option until full reclamation could be done. Signage and barriers would need to be put out and the public would need notification. This item will be added to the Regular Meeting agenda for a Council vote tonight.

2. LMIG Discussion

This item was discussed with the decision of closing Holmes Street. Using this year and next year's LMIG funds for the full-depth reclamation of Holmes Street.

3. Surplus Vehicles

The Police Department has three fleet vehicles that the City of Greenville are interested in purchasing. Selling these vehicles already upfitted, even though they need some work, the City will make good equity on them. Selling these vehicles now would give the Police Department the funds to go ahead and lease the new vehicles that they were having to hold off until next budget year. This item is on the Regular Meeting agenda tonight for Council action.

3. Royal Theater Bids – Spire and Front Doors

The City received a 50/50 Grant for the Royal Theater spire. The low bidder for the spire was the Sign Store at an amount of \$99,228. Ray Colemon approached the City wanting to donate \$35k towards the spire in memory of his late wife. With the 50/50 grant and the donation, the City would only need an additional \$14,614.

The Royal Theater door bid was a single bid from Principle Construction in the amount of \$120,523. The City only has 34K in grant funding from Fox Gives for the doors. That leaves a shortfall of \$86,523. The hardware is very expensive at an amount of \$30k. The total amount needed for the doors and the spire together is \$101,137. Remaining construction funds for the Royal are \$127,496. Council agrees that they would like to move forward with the spire bid but are not comfortable with the bid for the doors. Both items are on the Regular Meeting agenda for a vote tonight.

4. Mayor and Council Retreat Discussion

City Manager Lisa Kelly asked Council to think about when they would like to have the Mayor and Council Retreat, and how many days they would like to do it. She would like to have the City's Financial Advisors, Turnipseed Engineers, ECG, experts on property taxes to join in on the discussions. Since there is so much to discuss, one day is not enough. Council does not want to do an overnight retreat. They also agree that doing an entire Saturday in February and one in March may be the best for them instead of a

full 2-day weekend retreat. Council also discussed possibly having a moderator to keep items on track. City staff will send out a poll to Council for their availability for the retreat.

Mayor Ayers adjourned the Work Session at 6:51 pm.

Respectfully,



LeAnn Lehigh

City Clerk



01/06/2025

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

REGULAR MEETING

Call to Order: Mayor Jake Ayers called the Regular Meeting to order at 7:00 pm. Present were Mayor Ayers, Council Member Michael Taylor, Interim Council Member Jason Baswell, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Kandis Strickland. Also present were City Manager Lisa Kelly, Assistant City Manager Niles Ford, City Attorney Alex Dixon, Police Captain Marcus Rakestraw, and City Clerk LeAnn Lehigh. Police Chief Jeff Sheppard was not present at tonight's meeting.

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

SWEARING IN OF INTERIM CITY COUNCIL MEMBER JASON BASWELL – Administered by City Attorney Alex Dixon

City Attorney Alex Dixon swore in Jason Baswell as City Council Post 2.

CONSENT AGENDA

Motion: Council Member Neese moved to approve the consent agenda, adding Item Number 10 under New Business Closing Homes Street. The motion was seconded by Council Member Taylor.

Motion Carries 5-0

NEW BUSINESS

1. Selection of Mayor Pro-Tem for 2025

Motion: Mayor Ayers asked for Council nominations for Mayor Pro-Tem. Council Member Ayers nominated Council Member Neese. Council Member Strickland nominated Council Member Taylor. The vote by show of hands was as follows:

For Council Member Neese – Council Member Ayers, Council Member Baswell, Council Member Neese (Yea)

For Council Member Taylor – Council Member Taylor and Council Member Strickland (Yea)

Discussion: None

Council Member Neese is selected as Mayor Pro-Tem with a 3/2 Vote.

2. Resolution – MEAG Municipal Competitive Trust Authorized Officials

Motion: Council Member Neese moved to approve the Resolution that states the Mayor is the authorized official for the MEAG Municipal Competitive Trust and the City Manager as the alternate. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

3. Resolution – MEAG Voting Delegates

Motion: Council Member Neese moved to approve the Resolution that states the Mayor is the voting delegate for MEAG (Municipal Electric Authority of Georgia) and the City Manager as the alternate. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

4. Resolution – MGAG Municipal Competitive Trust Authorized Officials

Motion: Council Member Neese moved to approve the Resolution that states the Mayor is the voting delegate for MGAG (Municipal Gas Authority of Georgia) and the City Manager as the alternate. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

5. Resolution – Election Qualifying Fees

Motion: Council Member Neese moved to approve the Resolution setting Election Qualifying Fees at \$126 for Mayor and \$108 for Council Member. The motion was seconded by Council Member Taylor.

Discussion: None

Motion Carries 5-0

6. Resolution – Line of Credit 2025

Motion: Council Member Neese moved to approve the Resolution to establish a Line of Credit with Community Bank & Trust for 2025 in the amount of \$300,000. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

7. Surplus Vehicles

Motion: Council Member Taylor moved to surplus three police fleet vehicles that will be sold to the City of Greenville. The motion was seconded by Council Member Neese.

Discussion: The surplus vehicles on the list: 2020 Ford Explorers (last four of VIN # 2014) and (last four of VIN #9435), and 2018 Ford Explorer (last four of VIN # 2759).

Motion Carries 5-0

8. Bid Award Royal Theater Spire

Motion: Council Member Neese moved to approve the bid award for the Royal Theater Spire to the Sign Store in the amount of \$99,228. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

9. Bid Award Royal Theater Doors

Motion: Council Member Neese moved table the Bid Award for the Royal Theater Doors until a later meeting. The motion was seconded by Council Member Strickland.

Discussion: None

Motion Carries 5-0

10. Closing Homes Street

Motion: Council Member Neese moved to approve partially closing Homes Street to just past the Church due to failing infrastructure until full reclamation can be done and also to approve the use of the current year LMIG Funding for reclamation. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

EXECUTIVE SESSION

Council Member Neese moved to enter into an Executive Session under the Litigation Exemption at 7:35 pm. The motion was seconded by Council Member Strickland.

The Regular Meeting was reconvened at 8:12 pm.

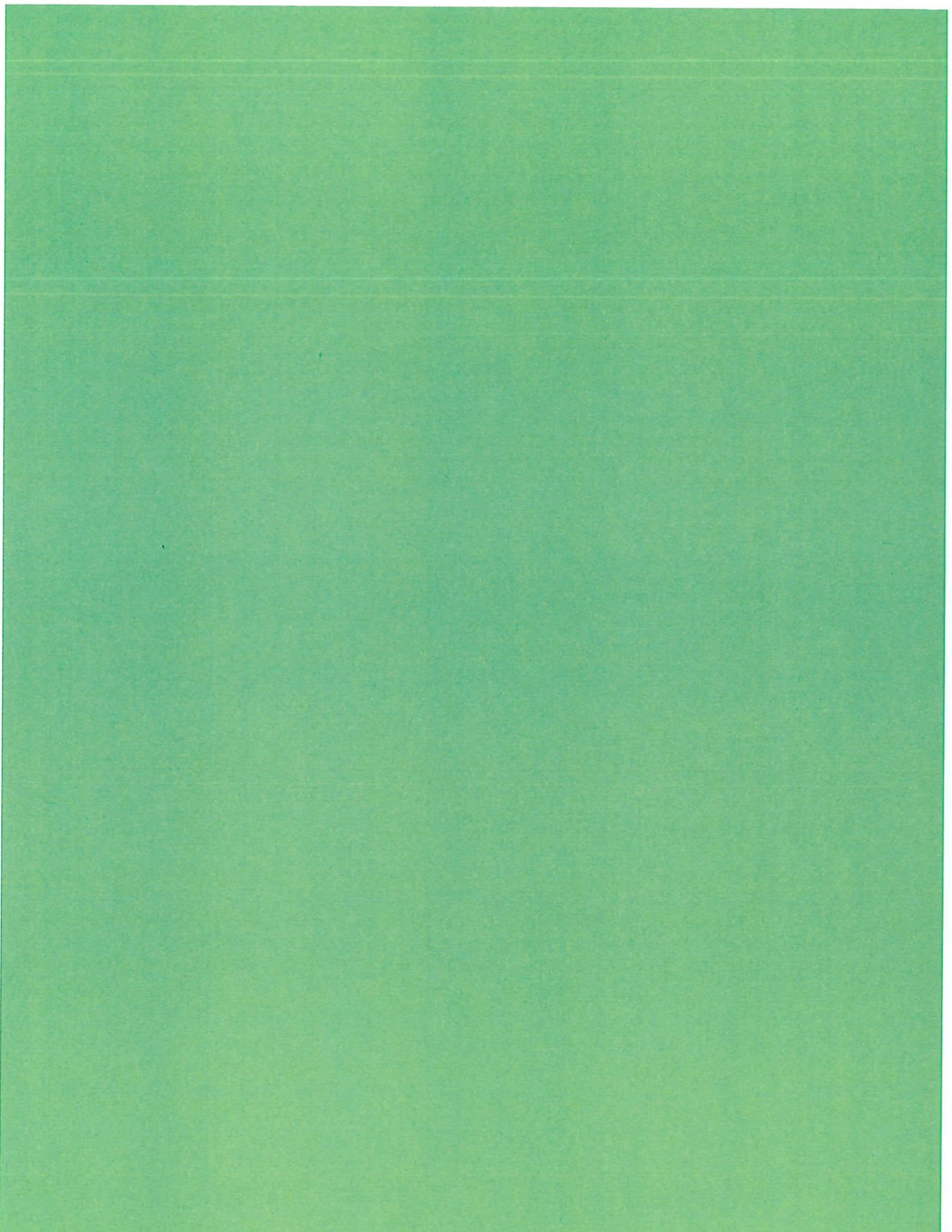
ADJOURNMENT

On a motion made by Council Member Neese and duly seconded, Mayor Ayers adjourned the meeting at 8:12 pm.

Respectfully,



LeAnn Lehigh
City Clerk



Entry #: 17 - Mike Johnson

Status: Submitted

Submitted: 1/10/2025 10:07 PM

If you would like to request to be placed on the City Council Agenda, please fill out the form below and submit.

Request must be made no later than 12:00 pm the Wednesday prior to the meeting if you would like to be placed on the next meeting agenda.

Name

Mike Johnson

Phone

(404) 909-7236

Meeting date for which you wish to appear

1/21/2025

Question/Issue you wish to discuss:

Housing

Please describe in detail:

Have you previously discussed this with the City Manager?

No

If yes, when?

N/A

Have you previously discussed this with the Mayor or a member of Council?

No

What was the response from such discussion(s)?

N/A

Why was the above response not adequate?

N/A

What is the resolution you seek?

Transparency

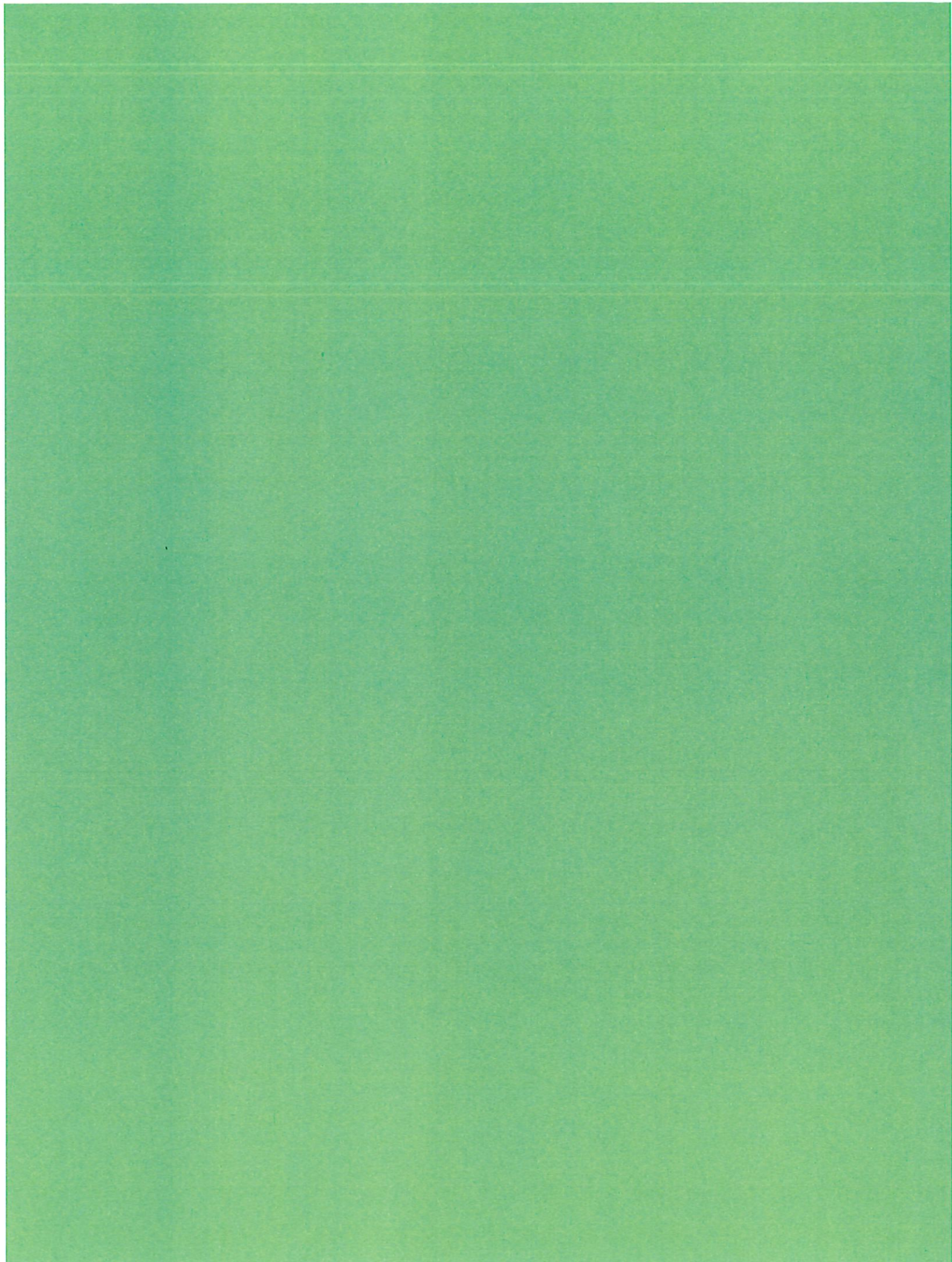
It is the intention of this process to resolve the question/issue without the necessity of an appearance at a Council meeting. I understand that such appearance requires the approval of the Mayor and that the appearance is limited to five (5) minutes.

Signature

Today's Date

1/10/2025

Mike Johnson




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



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

COUNCIL ACTION FORM

MEETING DATE: January 21, 2025

SUBMITTED BY: Dhayna Portillo 

AGENDA TITLE: Variances for Granite Street

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

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

BACKGROUND (Includes description, background, and justification)

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

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

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

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

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



City of Hogansville, GA

Application for Zoning Variance

Property Owner Name CBD Investments, LLC

Address 434 Green Street

Gainesville, GA Zip 30501

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

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

Address for which Granite Street
variance is requested

Hogansville Zip 30230

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

Reducing the required minimum lot size to conform with the size of the existing lot from 14,000 minimum square feet to

the lot sizes as shown on the approved plat recorded January 3, 2006 in Troup County Records Plat Book 71 Page 141 (Lot 2 - 13,806 S.F.) (Lot 3 - 13,600 S.F.) and (Lot 4 - 13,394 S.F.)

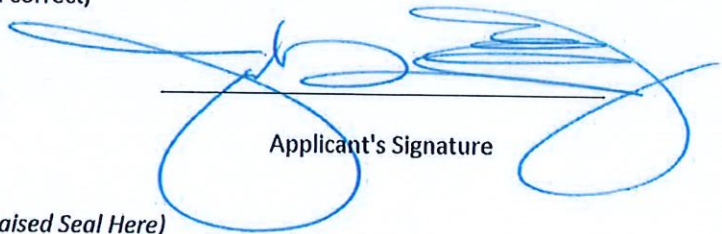
You can attach a separate sheet to explain why this variance is necessary.

Attach a simple sketch of the property showing the following:

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

I certify that the foregoing information is true and correct,

this day of December 13th 20 24


Applicant's Signature



Cindy E. Ballard
Notary Public

(Affix Raised Seal Here)



City of Hogansville, GA

Zoning Variance Checklist

Property Owner Name CBD Investments, LLC

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

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

City decision

Approved

Denied



Owner Authorization Form

City of Hogansville

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

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

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

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

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

_____.

John W. Dasenpoel, Jr.

Name/Nombre

Signature/Firma

December 13, 2024

Date/Fecha



Zoning Variance Application Instructions

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

Attach the following to the application:

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

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

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

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

REQUIREMENTS FOR VARIANCES:

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

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

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

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

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

Yes.

5. The granting of the variance will not impair nor injure other properties or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, create a hazard to air navigation, endanger the public safety or substantially diminish or impair property values within the neighborhood.
No, as stated there are other properties with similar dimensions

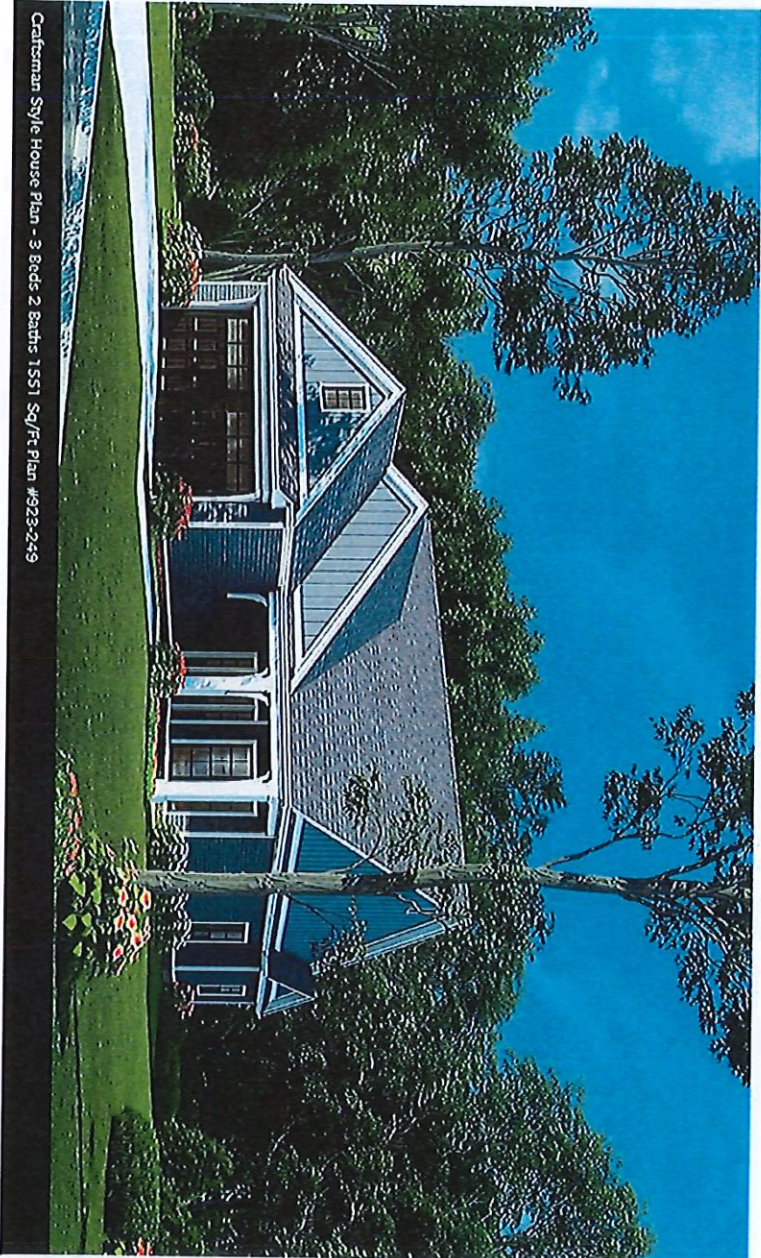
6. The variance is the minimum variance that will make possible the reasonable use of the land, building or structures.
 - a. Yes

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

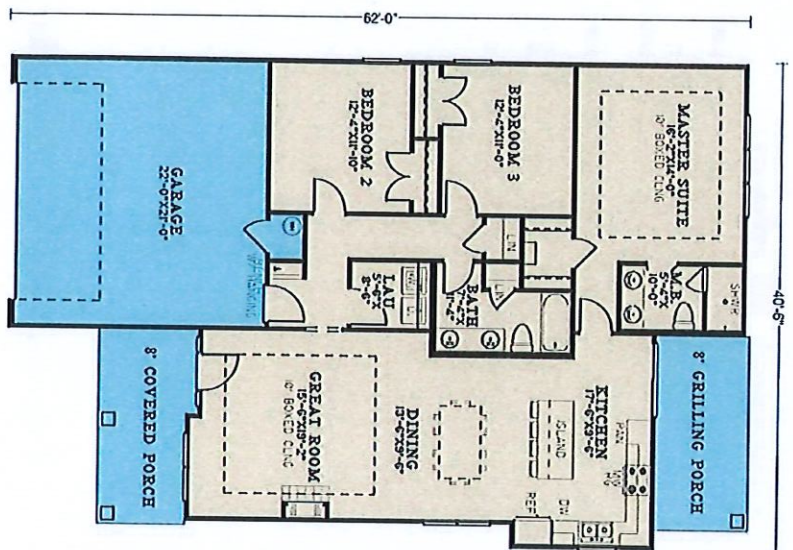
Existing Conditions



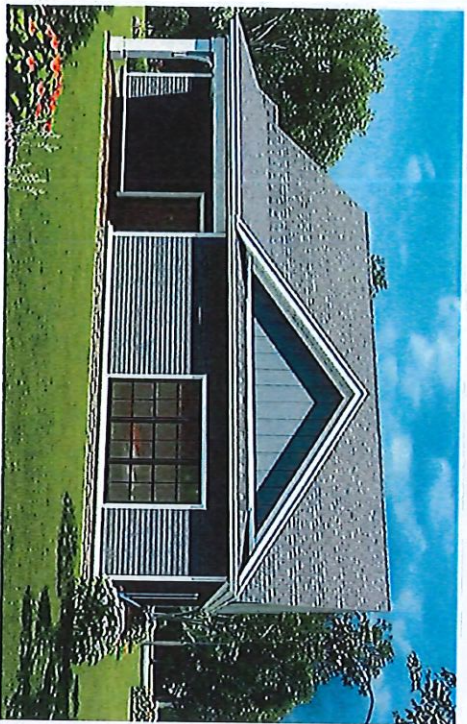
Conceptual Plans



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



Floor Plan
1/4" = 1'



Concept Renderings



Site Plan

Materials

Slab on grade: 3000 psi concrete

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

Roofing: 30 year architectural shingles

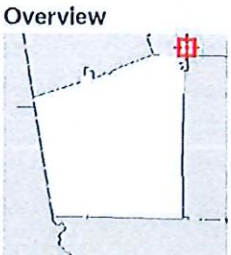
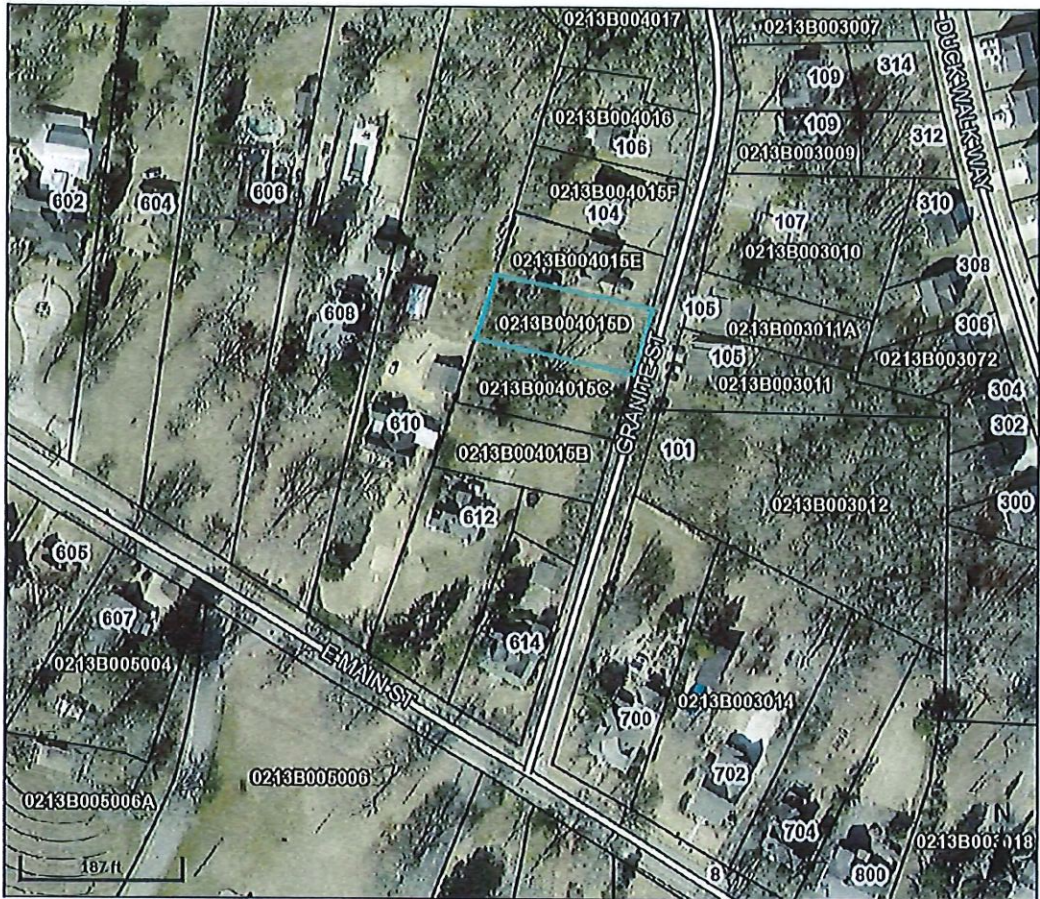
Overhead door: Steel

Windows: Vinyl (various sizes)

Exterior doors: Fiberglass, steel or wood TBD

Columns: PVC wrapped treated wood columns

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

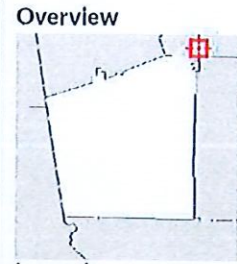
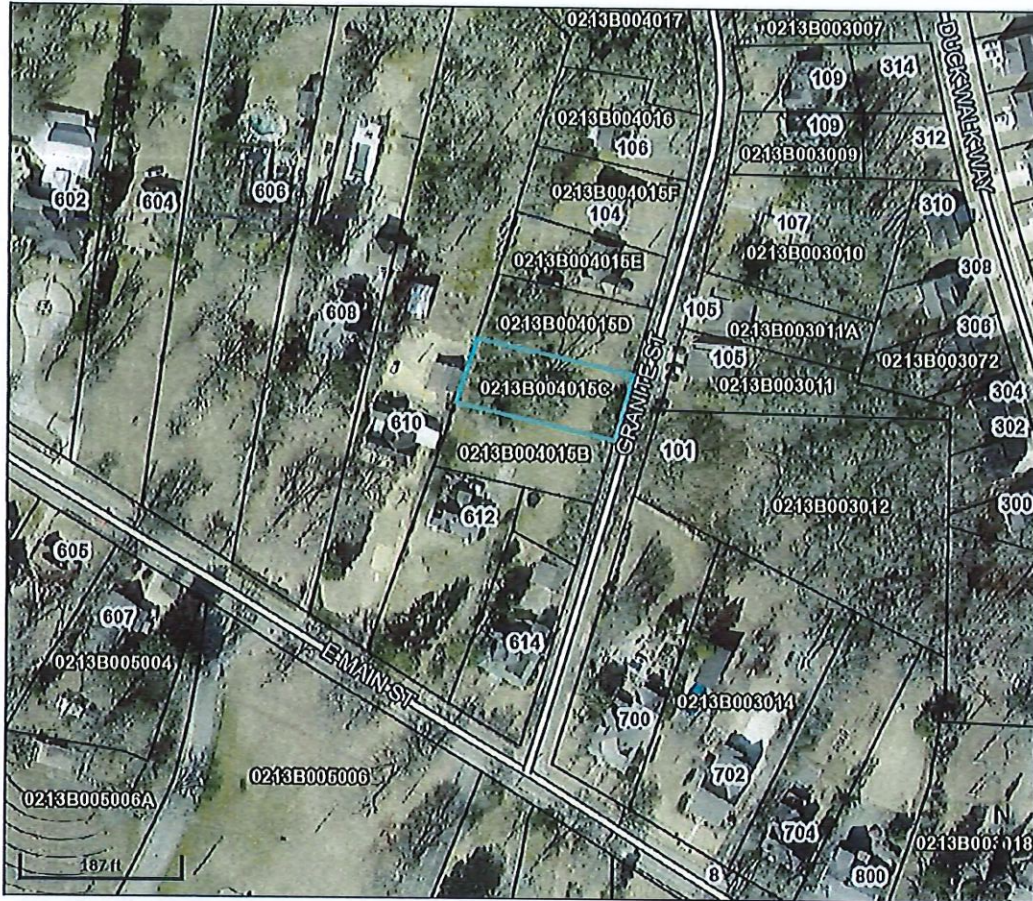


Legend
 Address Numbers
 □ Parcels
 = Roads

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

(Note: Not to be used on legal documents)

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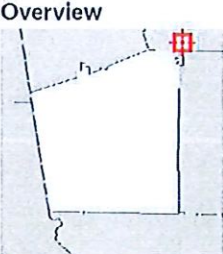
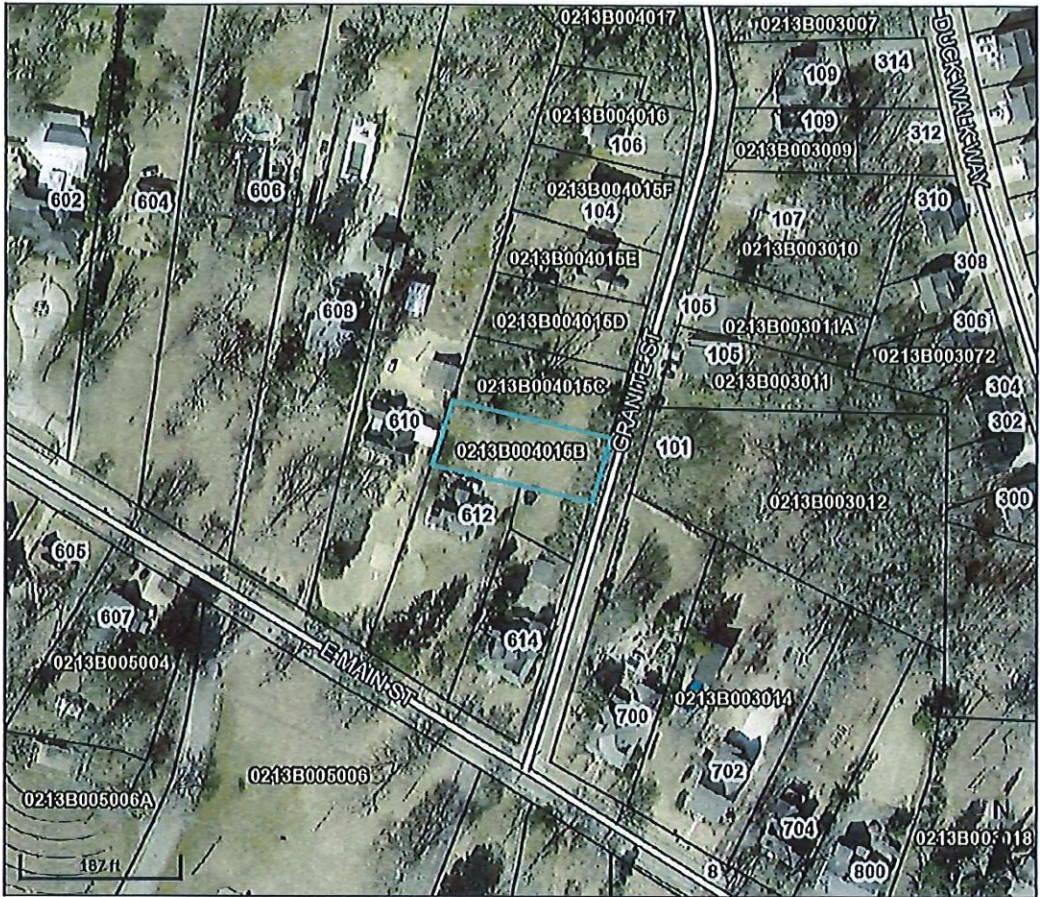
Legend
 Address Numbers
 □ Parcels
 = Roads

Parcel ID	0213B004015C	Owner	CBD INVESTMENTS LLC	Last 2 Sales			
Class Code	Residential	Physical Address	434 GREEN ST	Date	Price	Reason	Qual
Taxing District	18 - HOGANSVILLE	Assessed Value	GAINESVILLE, GA 30501	9/30/2010	\$16000	LM	Q
City	HOGANSVILLE	Land Value	GRANITE ST	8/3/2010	\$20000	DU	U
Acres	0.31	Improvement Value					
		Accessory Value					

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Developed by  **SCHNEIDER**
 GEOSPATIAL



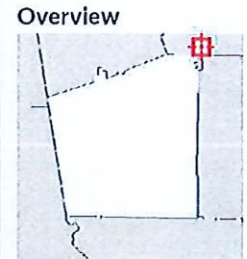
Legend

- Address Numbers
- Parcels
- Roads

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

(Note: Not to be used on legal documents)

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Legend
 Address Numbers
 □ Parcels
 = Roads

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

(Note: Not to be used on legal documents)

Date created: 11/6/2024
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1202 1000 11 5/171

PLANNED WATER
CLUB OF HOUSTON

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

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

TOPCON TOTAL STATION
USED

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

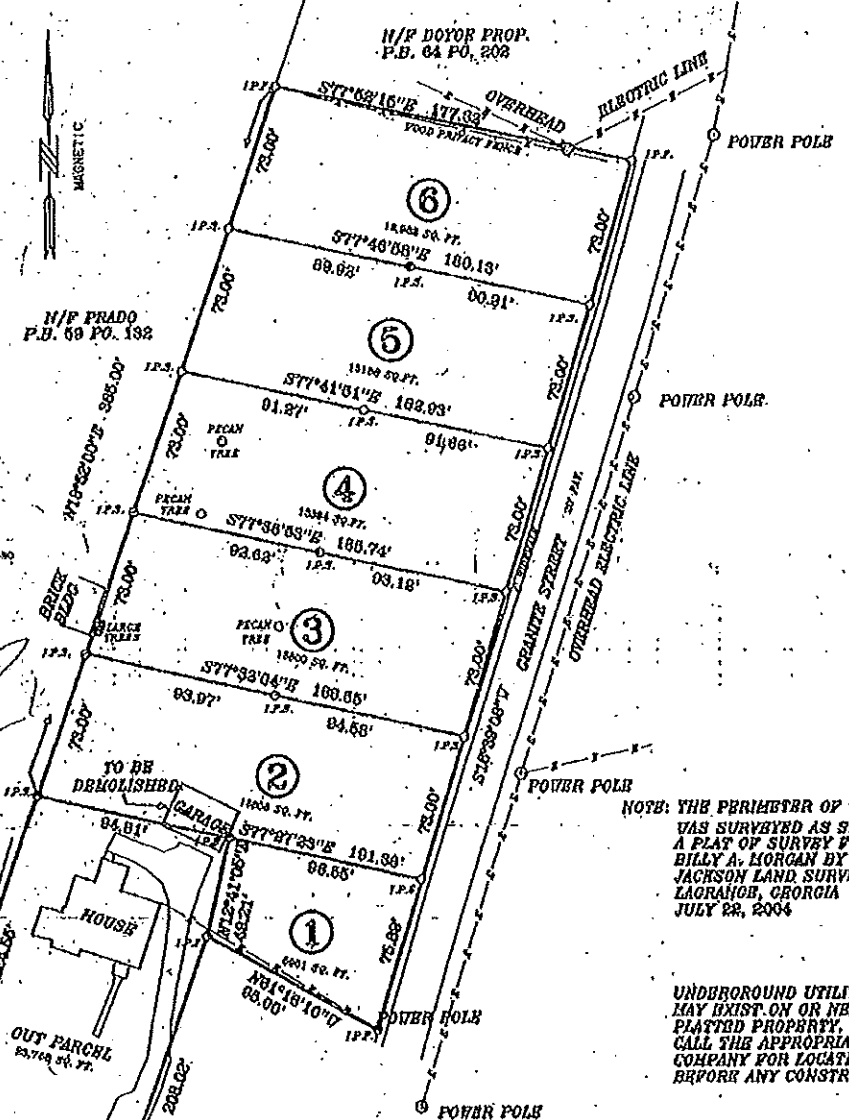
LEGEND
I.P.S. = IRON PIN SET
I.P.F. = IRON PIN FOUND
A.W. = ALUMINUM PIN FOUND
R.W. = RIGHT OF WAY
C.C. = CONC. CONCRETE FOUND
B.L. = BUILDING LINE



N/F PRADO
P.B. 69 PG. 192

N/F DOYOR PROP.
P.B. 64 PG. 202

N/F DEHARIAS
P.B. 27 PG. 150



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

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

SURVEY FOR
SCOTT TUCKER
LOCATED IN CITY OF HOGANSVILLE
L.L. 97 L.D. 11
TROUP COUNTY, GEORGIA

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

Smart Pole Deployment Agreement

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

WHEREAS:

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

NOW IT IS AGREED THAT:

Article 1 TERM

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

Article 2 LG CNSA OBLIGATIONS

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

Article 3 CUSTOMER'S RESPONSIBILITIES

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

Article 4 ACCEPTANCE TEST

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

Article 5 CONFIDENTIALITY

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

Article 6 DOCUMENT

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

Article 7 WARRANTIES

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

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

- 7.3 Unless otherwise specified in this Agreement, the Warranty Period shall include in appendix.
- 7.4 Notwithstanding the foregoing, LG CNSA shall not be responsible for the following cases.
 - 7.4.1 Defects due to fire, Act of God, any other special accident not attributable to LG CNSA.
 - 7.4.2 Defects due to reconstruction, attachment alteration, shifting of equipment by other than LG CNSA employee.
 - 7.4.3 Defects due to environment condition and facilities not recognized by LG CNSA or other defections beyond LG CNSA' responsibility.
 - 7.4.4 Defects caused by combination or compatibility with third party products not approved in advance by LG CNSA.
 - 7.4.5 Other defects resulting from the events are not attributable to LG CNSA.
- 7.5 The following cases shall not be treated as warranties under this Warranty Period, but as either maintenance or upgrade on the System which shall be provided under a separate agreement:
 - 7.5.1 Any functional change, or improvement of usage of the subject matter of this Agreement.
 - 7.5.2 Any development of an information system, including but not limited to those that are not part or in addition to the System.
 - 7.5.3 Any personnel required for on-site visits to carry out for prevention of defects or errors, which were not agreed herein; and
 - 7.5.4 User training or technical support not specified herein.

Article 8 Special Provisions for Cost

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

Article 9 INTELLECTUAL PROPERTY RIGHTS

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

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

Article 10 TRANSFER PROHIBITION

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

Article 11 FORCE MAJEURE

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

Article 12 TERMINATION AND EFFECT

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

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

Article 13 INDEMNITIES AND LIABILITY

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

Article 14 NON-COMETITION

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

Article 15 ENTIRE AGREEMENT

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

Article 16 GOVERNING LAW AND DISPUTE RESOLUTION

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

Article 17 AMENDMENT

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

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

City of Hogansville in Georgia

(Authorized Signature)

Jake Ayers

(Print or Type Name of Signatory)

Mayor

(Title)

(Execution Date)

Moveret, Inc.

(Authorized Signature)

Paul Lee

(Print or Type Name of Signatory)

CEO

(Title)

(Execution Date)

LG CNS America, Inc.

(Authorized Signature)

Jun Ho Lee

(Print or Type Name of Signatory)

President

(Title)

(Execution Date)

Appendix 1. System Integration Services Schedule

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

Appendix 2. Specification of Software and Hardware

		Category		Price(\$)	Specification	
H/W + S/W + Installation (One time cost)	Downtown	Hardware	Equipment	Pole	9,000	360 lighting, Universal Camer Bracket, EMPTY MODULE, SIDE CABINET AND PIR SENSOR
				PV/Battery	2,600	There is a possibility of change depending on the specification of PV, BATTERY capacity, etc.
				Hub-Wan-5G	3,300	Outdoor with 5G w/1 Year Software Subscription and IOT Runtime
				WiFi	1,000	Internet
				Signage	4,200	LG 21.5" FHD Outdoor IP rated display
				Camera	1,500	6MP Outdoor Fisheye IP Security Camera with 360° panoramic view
				Leak detect rope sensor	100	Flood detection sensor
				Emergency button	200	Blue light
				Noise sensor	100	Noise detection sensor
				Environnmet Sensor	1,700	10 weather parameters: air temperature, air humidity, atmospheric pressure, light intensity, wind speed, wind direction, precipitation, PM 2.5, PM 10, and CO2. uses the RS 485(MODBUS-RTU) / SDI-12 communication protocol.
				EV charger	2,000	Level 2 EV charger
				Sub Total	25,700	
				Site Survey	5,000	On-site survey for communication network configuration and equipment configuration
				Equipment Installation Fee	10,000	Varies depending on the number of installations
	Construction	Construction Cost	5,000	Costs vary depending on site construction conditions. (Standard construction cost according to Korean standards)		
		Sub Total	20,000			
		Total	45,700			
	Lake Jimmy Jackson	Hardware	Equipment	Pole	9,000	360 lighting, Universal Camer Bracket, EMPTY MODULE, SIDE CABINET AND PIR SENSOR
				Hub-Wan-5G	3,300	Outdoor with 5G w/1 Year Software Subscription and IOT Runtime
				WiFi	1,000	Internet
				Signage	4,200	LG 21.5" FHD Outdoor IP rated display
				Camera	1,500	6MP Outdoor Fisheye IP Security Camera with 360° panoramic view
				Subtotal	19,000	
Construction			Site Survey	5,000	On-site survey for communication network configuration and equipment configuration	
			Equipment Installation Fee	10,000	Varies depending on the number of installations	
			Construction Cost	5,000	Costs vary depending on site construction conditions. (Standard construction cost according to Korean standards)	
			Sub Total	20,000		
			Total	20,000		
Software	Solution	CityHub	20,000	IGCNS solution for IoT integrated control. (Base price, including basic engineering) It is not the price per 1 smart pole, and the cost increases depending on the quantity of smart poles (amount of information collected).		
		Total	20,000			
Grand Total				104,700		
Operation (Monthly cost)	Software	Server	Cloud	1,050	Estimated cost per month	
			Network	Communication	150	Estimated cost per month
		Total		1,200	IG CNS shall bear operational costs, cloud and communicatio, for the initial 12 months following installation. Thereafter, the City of Hogansville will assume responsibility for these costs	

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



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

COUNCIL ACTION FORM

MEETING DATE: January 21, 2025

SUBMITTED BY: Dhayna Portillo 

AGENDA TITLE: Citizen Appointments – Planning Commission

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

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

BACKGROUND (Includes description, background, and justification)

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

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

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

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

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



City Manager – Lisa Kelly
City Clerk – LeAnn Lehigh
City Attorney – Alex Dixon
111 High St
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COUNCIL ACTION FORM

MEETING DATE: January 21, 2025

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Citizen Appointments – Historic Preservation Commission

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

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

BACKGROUND (Includes description, background, and justification)

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

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

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

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

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



City Manager – Lisa Kelly
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COUNCIL ACTION FORM

MEETING DATE: January 21, 2025

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Citizen Appointments – Meriwether Joint Development Authority

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

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

BACKGROUND (Includes description, background, and justification)

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

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

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

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

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



City Manager – Lisa Kelly
City Clerk – LeAnn Lehigh
City Attorney – Alex Dixon
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COUNCIL ACTION FORM

MEETING DATE: January 21, 2024

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Citizen Appointments – Hogansville Development Authority

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

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

BACKGROUND (Includes description, background, and justification)

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

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

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

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