



City of Hogansville
City Council

Public Hearing & Regular Meeting Agenda

Monday, October 7, 2024 – 7:00 pm

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

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

Public Hearing – 7:00 pm

Public Hearing to Hear Citizen Comments on the proposed rezoning of acreage owned by Blue Creek Developers, LLC and The Scarborough Group rezoning portions of a previously approved Mixed-Use Development.

Regular Meeting – Immediately Following Public Hearing

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

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, October 7, 2024
2. Approval of Minutes: Public Hearing 10am September 16, 2024
3. Approval of Minutes: Work Session September 16, 2024
4. Approval of Minutes: Public Hearing & Regular Meeting September 16, 2024

New Business

1. Ordinance – 1st Reading – Rezoning – Portions of Tax Parcel Numbers: 0023 0010, 0022 000016, and 0023 001 002
2. Professional Services Agreement – FY 2024 CDBG - Allen Smith Consulting
3. Board Appointment - GICH

City Manager's Report

Chief of Police Report

Council Member Reports

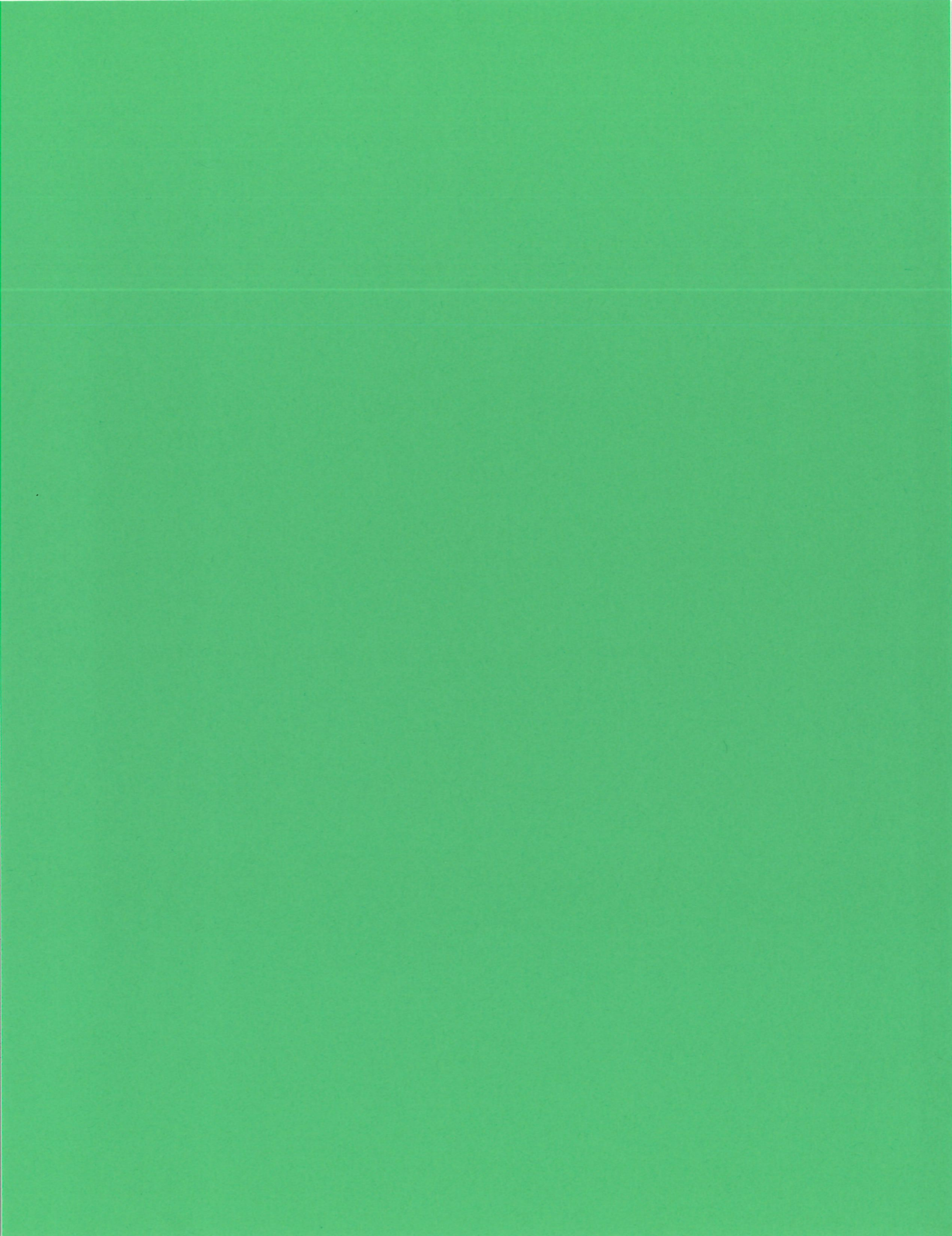
1. Council Member Taylor
2. Council Member Morgan
3. Council Member Neese
4. Council Member Ayers
5. Council Member Strickland

Mayor's Report

Adjourn

Upcoming Dates & Events

- October 15, 2024 – 6:30 pm | Meeting of the Hogansville Historic Preservation Commission at Hogansville City Hall
- October 17, 2024 – 6:00 pm | Meeting of the Planning & Zoning Commission at Hogansville City Hall
- October 19 & 20, 2024 | Hogansville Hummingbird Festival – Downtown Hogansville
- October 21, 2024 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall
- October 22, 2024 – 6:30 pm | Meeting of the Downtown Development Authority at Hogansville City Hall
- October 26, 2024 – 7:00 pm | Royal Theater Soft Opening – (tickets may be purchased at www.1937royaltheater.org)
- November 4, 2024 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall
- November 9, 2024 – 7:00 pm | Royal Theater Grand GALA Opening Night at the Royal Theater (tickets may be purchased at www.1937royaltheater.org)





09/16/2024

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

PUBLIC HEARING – 10:00 am

Mayor Jake Ayers called the Public Hearing to Hear Citizen Comments on the millage rate to order at 10:00 am.

Present were Mayor Jake Ayers, Council Member Morgan, Council Member Neese, and Council Member Ayers. Council Member Taylor and Council Member Strickland were not present at the Public Hearing.

Candis Collings of Oak Street wanted to verify that the millage rate is not changing, and the reason property taxes are going up are because home values have gone up. Mayor Ayers stated that was correct.

With no other public comments, Mayor Ayers adjourned the Public Hearing at 10:03 am.

Respectfully,

A handwritten signature in black ink, appearing to read "LeAnn Lehigh".

LeAnn Lehigh
City Clerk



09/16/2024

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

Work Session Meeting

Call to Order: Mayor Jake Ayers called the Work Session to order at 6:01 pm. Present were Council Member Michael Taylor, Council Member Matthew Morgan, 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 Chief Jeffrey Sheppard, and City Clerk LeAnn Lehigh. Council Member Mandy Neese was not present at tonight's Work Session meeting.

ORDER OF BUSINESS

1. Parking – City Streets

The current parking ordinance states that there is no parking allowed on any City street. This is not feasible due to the fact that there are residences that don't have driveways in the City or don't have enough room for more than one car. However, there have been instances where ambulances and firetrucks aren't able to get through streets because cars are parked on both sides of the road. City management is asking Council's suggestions on how to fix the issue. Council agrees that they think a parking ordinance that states where parking would be allowed on each individual street would be the best option.

2. UDO Amendments

City Manager discussed that the current UDO amendments are needed, which Council knew would be expected. Council and City Staff discussed several areas that may need to be amended, including manufacturing zoning code changes, special use permit changes, and code enforcement found that language in the code does not allow them to enforce code violations. City Management will look at the needed changes and discuss further at a later meeting.

Mayor Ayers adjourned the Work Session at 6:56 pm.

Respectfully,

LeAnn Lehigh
City Clerk



City of Hogansville
City Council

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

Mayor's Report

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WORK SESSION – 6:00 pm

ORDER OF BUSINESS

1. Tank Maintenance Presentation – American Tank



09/16/2024

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

PUBLIC HEARING

Mayor Jake Ayers called the Public Hearing to Hear Citizen Comments on the millage rate to order at 7:01 pm.

City Manager Lisa Kelly gave a PowerPoint presentation on property taxes and the millage rate to give the public an understanding of how it works. Due to state law, the City is required to report the percentage of the taxes the City will receive each year if there is an increase. This is not an increase in your property tax millage rate. The millage rate has not changed in 21 years in the City and remains at 7.95mills. Based on new construction and reassessments, the City expects an increase of \$236,456 in additional taxes.

There were no public comments and Mayor Ayers adjourned the Public Hearing at 7:10pm

REGULAR MEETING

Call to Order: Mayor Jake Ayers called the Regular Meeting to order at 7:10 pm. Present were Council Member Michael Taylor, Council Member Matthew Morgan, 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 Chief Jeff Sheppard, and City Clerk LeAnn Lehigh. Council Member Mandy Neese was not present at tonight's meeting.

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

CONSENT AGENDA

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

Motion Carries 4-0

OLD BUSINESS

1. Ordinance – 2nd Reading & Adoption – Watershed Protection Amendment

Motion: Council Member Morgan moved to approve the amendment to the Watershed Protection Ordinance. The motion was seconded by Council Member Ayers.

Discussion: The current ordinance does not allow development from 7 miles upstream of the Blue Creek waterway and at the time of the ordinance adoption, the reservoir was the City's water source. It has not been the City's water source for many years. The proposed amendment would allow development, but still keep Lake Jimmy Jackson protections in excess of state requirements.

Motion Carries 4-0

NEW BUSINESS

1. Adoption of the Millage Rate

Motion: Council Member Taylor moved to adopt the millage rate at 7.950 mills. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 4-0

2. Board Appointment – Downtown Development Authority – Discussion Only

After previous Work Session discussions regarding board appointment applicants and to help streamline the process of filling vacancies, Council agreed to allow committees and boards to go back through previous applicants from

September 16, 2024

the past 6-months and ask applicants if they would be interested in serving on boards. DDA Chairperson Shareen Barker was present to give the Council the DDA recommendations for the current vacancy on the DDA commission from prior applicants. Council Member Taylor noticed that one of the recommended applications was older than the discussed 6 months and thinks any application older than 6 months should be null and void. Council Member Strickland could not recall seeing either of the recommended applications in previous DDA appointment discussions. Staff will look into the issue and come back to Council at a later date.

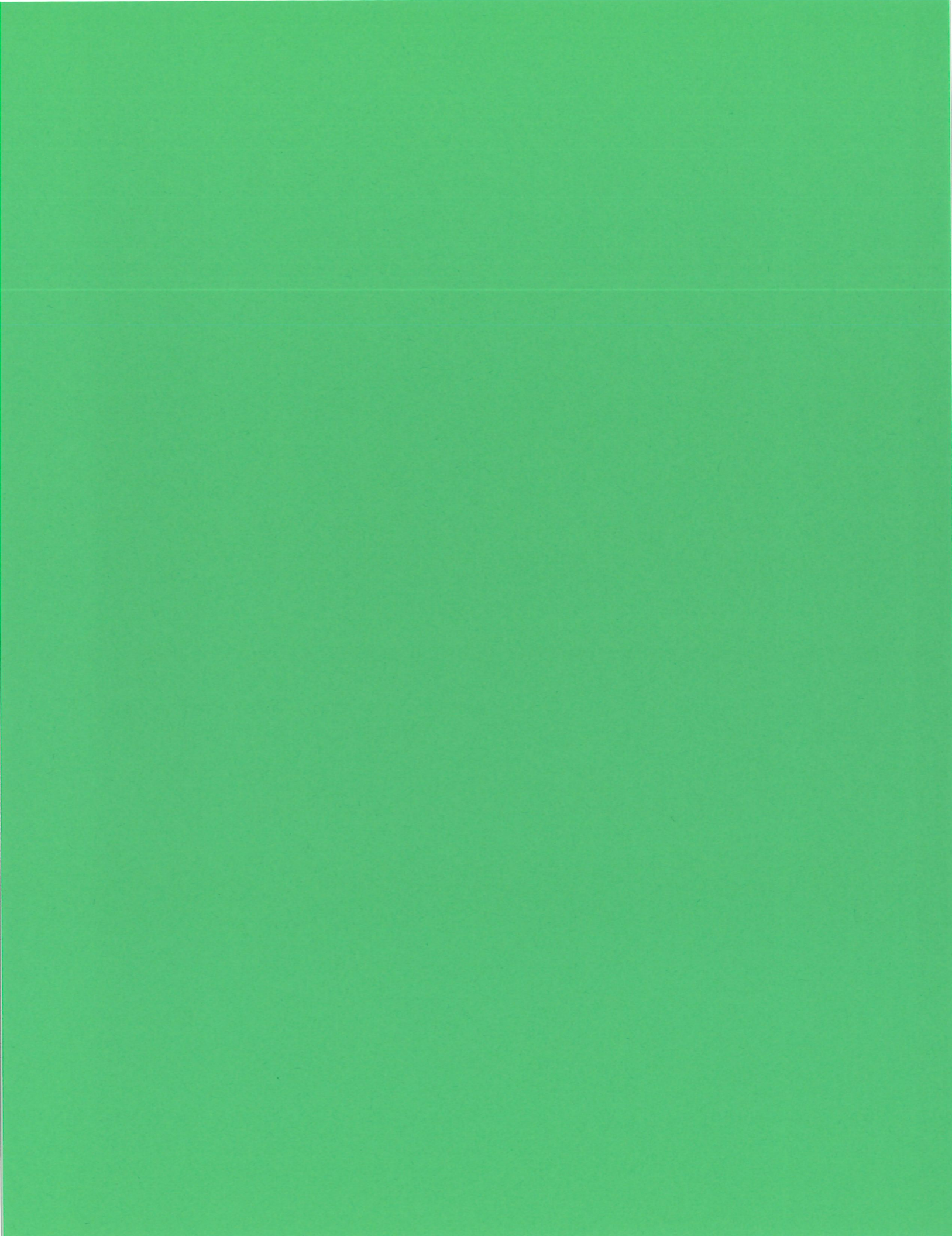
ADJOURNMENT

On a motion made by Council Member Strickland and duly seconded, Mayor Ayers adjourned the meeting at 7:33pm.

Respectfully,



LeAnn Lehigh
City Clerk



AN ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE TO AMEND THE CODE OF THE CITY; TO AMEND THE ZONING MAP AND ORDINANCES OF THE CITY SO AS TO CLASSIFY THE USE ZONE OF REAL ESTATE WITHIN THE CITY LOCATED OFF EAST MAIN STREET AND BLUE CREEK ROAD AND OWNED BY BLUE CREEK DEVELOPERS, LLC AND THE SCARBOROUGH GROUP, INC.; 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 as follows:

To rezone 385.21 acres (Parcel D on attached plat) in the southern portion of Tax Parcel No. 0022 000016 south of Blue Creek from Corridor Mixed Use (CR-MX) with PUD overlay to General Industrial (G-I), and leave 92.17 acres (Parcel E on attached plat) of such tax parcel to the north of Blue Creek as currently zoned, Corridor Mixed Use (CR-MX) with PUD overlay.

SECTION 2:

That the zoning map and ordinances of the City of Hogansville be amended as follows:

To rezone Tax Map Parcel 0023 001002 to remove the PUD overlay from the entire 46.38 acre parcel, to rezone 37.30 acres in the western portion of such tax parcel (the southernmost portion of Parcel A on attached plat) from Corridor Mixed Use (CR-MX) with PUD overlay to General Industrial (G-I), and leave the 9.08 acres in the eastern portion of such tax parcel (the southern portion of Parcel E on attached plat) as currently zoned, Corridor Mixed Use (CR-MX), without any PUD overlay.

SECTION 3:

That the zoning map and ordinances of the City of Hogansville be amended as follows:

To rezone Tax Map Parcel 0023 001016A to remove the PUD overlay from the entire 15.41 acre parcel, and to rezone 2.17 acres in the eastern portion of such tax parcel (the northern portion of Parcel E on attached plat) from General Industrial (G-I) to Corridor Mixed Use (CR-MX), without any PUD overlay.

SECTION 4:

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

SECTION 5:

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 latter of the following dates: (1) the date the zoning is approved by the Mayor and Council; or (2) the date that the annexation of the above-referenced property becomes effective pursuant to Official Code of Georgia Annotated 36-36-2, as amended.

INTRODUCED AND FIRST READING _____

SECOND READING AND ADOPTED/REJECTED _____

SUBMITTED TO MAYOR AND APPROVED/DISAPPROVED _____

BY: _____
Mayor

ATTEST: _____
Clerk

EXHIBIT "A"

69, 92, 94, 99, 100, 101, 124, 125 and 126 of the 11th Land District, Troup County, Georgia, containing 539.17 acres, more or less.

Tax Parcel ID Number 0022 000016 (477.38 Acres), 0023 001016A (15.41 Acres), and 0023 001002 (46.38 Acres) (for a total of approximately 539.17 Acres, more or less) located off of and between Blue Creek Road and East Main Street, Hogansville, Troup County, GA 30230.

Plat of proposed development and identification of specific parcels being rezoned is attached hereto as Exhibit "B" and incorporated herein by reference.

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 Kell
Assistant City Manager – Niles For
City Clerk – LeAnn Lehig
City Attorney – Alex Dixon
111 High S
Hogansville GA 30230-1191
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: October 7, 2024

SUBMITTED BY: Dhayna Portillo

AGENDA TITLE: Public Hearing and First Reading -- Rezoning and Map Amendment for Blue Creek Development

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 owners and applicants Blue Creek Developers, LLC and The Scarbrough Group are proposing rezonings of portions of the 539.17+/- acre site on East Main Street and Blue Creek Road, Tax Map Nos. 0023001016A, 0022000016, 0023001002, and currently zoned as Corridor Mixed Use (CR-MX) and General Industrial (GI).

The request is to consider rezoning the property to General Industrial (GI) and Corridor Mixed Use (CR-MX) to encourage general industrial uses.

The entrances will be combined with entrances on East Main Street and County Line Road.

At its September 19, 2024, regular meeting, the Hogansville Planning 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 approve the rezoning application by Blue Creek Developers, LLC and The Scarbrough Group as recommended by the Hogansville Planning Commission on September 19, 2024.



REZONING REQUEST APPLICATION FORM CITY OF HOGANSVILLE, GA

ATTACHED PLEASE FIND THE FOLLOWING INFORMATION:

- Materials Necessary for a Rezoning Request
- Application for Rezoning Request
- Authorization by Property Owner
- Property Owner Disclosure of Campaign Contributions
- Agent's Disclosure of Campaign Contributions
- Property and Financial Disclosure
- Site plan requirements
- Application Deadline Dates

THE FOLLOWING IS A GENERAL DESCRIPTION OF THE PROCEDURES USED FOR THE PROCESSING OF AN APPLICATION FOR A REZONING REQUEST.

PLANNING COMMISSION:

- 1) After receipt and acceptance of the zoning petition, staff reviews the requests and develops a recommendation which is forwarded to the Planning Commission for review and recommendation.
- 2) The Planning Commission meets on the third Thursday of each month at 6:00 p.m. at City Hall. It is important that the petitioner attend these meetings to answer questions that may arise from board members.
- 3) After hearing interested citizens and after reviewing the request, the Planning Commission votes to recommend APPROVAL, APPROVAL WITH CONDITIONS, DENIAL, OR TABLING of the request.
- 4) This recommendation is forwarded to Mayor and Council.

Application for Rezoning – City of Hogansville Georgia

Property Owner (s):

Blue Creek Developers, LLC (Parcel # 0023 001016A & 0022 000016) and

The Scarbrough Group, Inc. (Parcel #023 001002)

Property Owner(s) Addresses:

Blue Creek Developers, LLC 9008 Highway 16, Senoia, GA 30276

The Scarbrough Group, Inc. 13 Raintree Ct, Newnan, GA 30265

Phone Number: (678) 429.2903

Email: dawndscarbrough@gmail.com

Authorized Agent: Richard Ferry

Agent's Address:

Brent Holdings, LLC 270 North Davis Drive Fayetteville, GA 30214

Phone Number: (770) 461-0478

Email: rferry@brentholdings.net

Subject Property Address:

E. Main Street, Hogansville, GA 30230

Troup Tax Parcel Number:

0023 001016A – contains 15.41 acres; proposal is to remove the PUD Overlay from the entire 15.41 acres and rezone the eastern 2.17 acre portion of it from G-I to CR-MX.

0022 000016 – contains 477.38 acres; proposal is to remove the PUD overlay from and rezone 385.21 acres of it to G-I (leaving that 92.17 acre portion of it north of Blue Creek as CR-MX with the PUD overlay).

0023 001002 – contains 46.38 acres; proposal is to remove the PUD overlay from the entire 46.38 and rezone 37.3 acres of it to G-I (leaving that eastern 9.08 acre portion of it CR-MX).

Size of property (acres): See above.

Current Zoning: CR-MX (with PUD overlay); G-I (with PUD overlay)

Proposed Zoning: G-I

Current Use: Undeveloped

Proposed Use: Rezoning proposed to allow a Distribution Center

If rezoned, when will the proposed use start? No proposed date at this time but in the near future.

APPLICANT'S REZONING DISCLOSURE STATEMENT
(OC.GA. 36-67A-1 eg seq.)

Property/Financial Disclosure

Does any member of the Hogansville City Council or Hogansville Planning and Zoning 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: _____

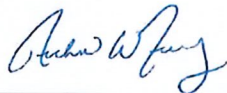
Campaign Contribution Disclosure

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 Hogansville City Council or Hogansville Planning and Zoning 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 11th day of September, 2024.



Applicant's Signature
Blue Creek Developers, LLC



Applicant's Signature
Scarborough Group, Inc.

OWNER'S AUTHORIZATION TO USE THIRD PARTY REPRESENTATIVE

I swear that I am the owner of the properties located at (property addresses):

E. Main Street, Hogansville, GA 30230; Troup Tax Parcel Numbers:
0023 001016A; 0022 000016; and 0023 001002

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

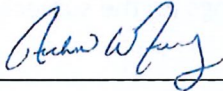
I authorize the person named below to act as applicant in the pursuit of the rezoning of this property.

Agent Name: Richard Ferry

Agent Address: Brent Holdings, LLC 270 North Davis Drive Fayetteville, GA 30214

Telephone: (770) 461-0478

Email: rferry@brentholdings.net



Property Owner Signature
Blue Creek Developers, LLC

9/11/2024

Date:



Property Owner Signature
Scarborough Group, Inc.

9/11/24

Date:

MEMORANDUM TO ZONING APPLICATION

VIA E-MAIL DELIVERY

TO: Mayor Jake Ayers and Members of City Council; City of Hogansville, GA

FROM: Applicants for Rezoning

DATE: September 12, 2024

Re: Proposed rezoning of Parcel No. 0023 001016A and portions of Parcel Nos. 0022 000016 and 0023 001002 (the “Subject Property”) to remove the Planned Unit Development (“PUD”) Overlay and to rezone parcels 0022 000016 and 0023 001002 from CR-MX to G-I

Agents for the owners of the above referenced parcels, Blue Creek Developers, LLC and The Scarbrough Group, Inc. respectively, submit the attached application for rezoning including the reservation of constitutional rights as set forth on Exhibit A attached to this Memorandum and, as such, made a part hereof.

Rezoning of these parcels is requested / required primarily to allow “Distribution Center” as a “permitted use” as it is not permitted in any other zoning district.

According to Section 102-B-2-11 of the Hogansville Unified Development Ordinance (the “UDO”), zoning district G-I “is intended primarily for large-site development of industrial uses and businesses” and the G-I zoning district is the only district in the UDO that allows “Distribution Center” as a permissible use. Additionally, the adjacent property which is also owned by one of the applicants (immediately to the east; Parcel No. 0023 001001 which contains 72.16) is currently zoned G-I. So , this rezoning request, if granted, will merely expand this area of G-I zoning along I-85 to the west and north and will provide a larger land area to allow a “Distribution Center”.

As you may recall, when the surrounding area was annexed into the City of Hogansville the properties were assigned Planned Unit Development (“PUD”) zoning. As part of that PUD zoning, a preliminary plat was approved on November 7, 2022 (under the previous zoning ordinance). That approved preliminary plat contains a mix of residential and industrial warehouse uses (NOTE: approximately 3 million square feet of industrial warehouse uses were approved).

In June of 2023, the previous zoning ordinance was replaced by the current UDO and these properties were placed mostly in the “Corridor Mixed Use” or “CR-MX” zoning category and since they had been PUD with an approved preliminary plat they were also placed in a “PUD overlay” district (NOTE: the UDO does not have a separate PUD zoning district).

The proposed warehouses on the preliminary plat were depicted in multiple buildings with access via a parkway through the development. However, because “Distribution Center” is not a permitted use in the underlying CR-MX zoning district and because the configuration approved on the preliminary plat will no longer work as conceptualized, the applicants are seeking to rezone the Subject Property to G-I and remove the PUD overlay.

Although G-I might technically be a “higher” or “more intense” zoning category (than the current CR-MX), it is notable that the preliminary plat already approved is actually more consistent with the G-I zoning category than the requirements of CR-MX.

Exhibit A
Statement of Reservation of
CONSTITUTIONAL RIGHTS AND OBJECTIONS

A failure by Hogansville, Georgia to approve the proposed rezonings to which this reservation of rights is attached, as requested by Blue Creek Developers, LLC and The Scarbrough Group, Inc. (together the "Applicant"), would impose a disproportionate hardship on the Applicant without any accruing benefits to any surrounding property owners. The failure to approve would be unconstitutional in that it would render the property of limited use and significantly limit its marketability. As such, not approving the rezoning would constitute a taking without just and adequate compensation and without due process of law. Further, the failure to approve the rezoning would be contrary to the wishes and desires of the property owners and would constitute an arbitrary and capricious act and would discriminate in an arbitrary, capricious and unreasonable manner between the property owner and owners of similarly situated property in violation of Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I (a) of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Any decision that would deny the rezoning, as requested by the Applicant, would also be a violation of the Constitution of the State of Georgia, Article IX, Section II, Paragraph I that requires cities to "pass clearly reasonable ordinances."

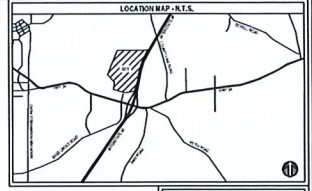
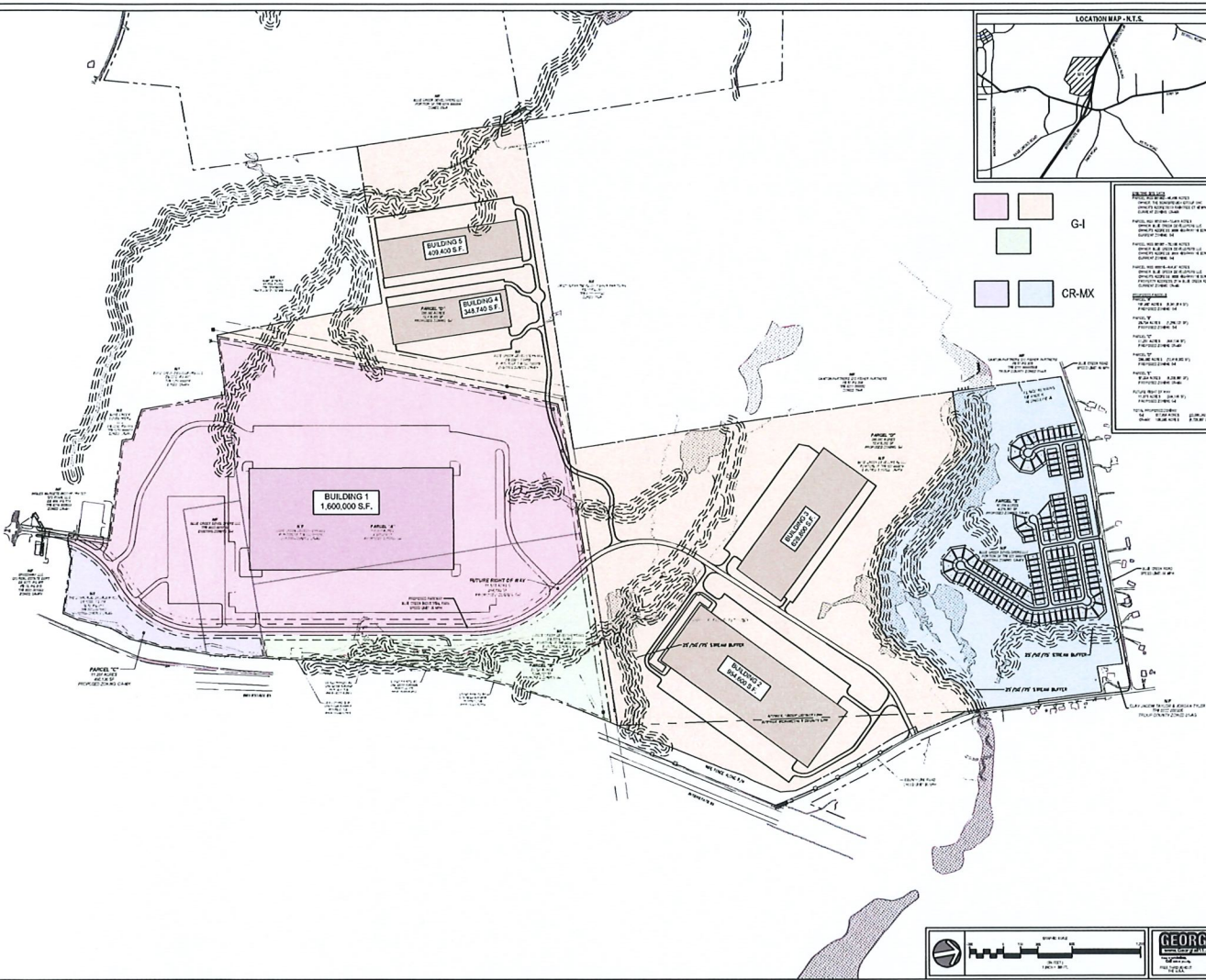
A refusal by Hogansville, Georgia to grant the rezoning, as requested by the Applicant, would prohibit the only viable economic use of the subject property, would be an unreasonable application of local land use authority which bears no relationship to the public health, safety, morality or general welfare of the public and would constitute an arbitrary and irrational abuse of discretion by the City of Hogansville, Georgia and the Planning Commission and the City Council in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States. The Applicant maintains that a denial of the rezoning as requested by the Applicant would also be an abuse of discretion under the power granted to local governments by the Georgia Constitution and the Zoning Procedures Law, O.C.G.A. §36-66-1, et seq.

In filing this statement with the application to which it is attached, the Applicant hereby reserves all rights and remedies available to it under the Constitution of the United States, the Constitution of the State of Georgia, all applicable federal, state and local laws and ordinances and in equity.

Accordingly, the Applicant respectfully requests that the rezoning be granted and reserves the right to amend this statement and the attached documents.

STANDING OBJECTION.

The Applicant objects to the standing of each and every surrounding resident to challenge whether before the Planning Commission, City Council or any court of competent jurisdiction, any zoning decision that was made by the Planning Commission and/or City Council in that he/she has not shown, nor can show, that he/she will suffer special damages within the meaning of Georgia law as a result of said decision. Applicant raises this objection before the Planning Commission and City Council and requests the Planning Commission and City Council to determine standing for any individual who challenges or objects to the Planning Commission's and City Council's decision to approve the rezoning. Applicant further raises this



E&A
EMERY & ASSOCIATES
 TEL: 770.412.7143 FAX: 770.412.7106
 261 FLOWERS ROAD, SUITE 100
 100 FLOWERS ROAD, SUITE 100
 ALPHARETTA, GEORGIA 30201
 WWW.E&A.NET
 LAND PLANNING
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE

- LEGEND**
- PHASE 1**
- PROPOSED IMPROVEMENTS
 - EXISTING IMPROVEMENTS
 - EXISTING SITE UTILITIES
 - PROPOSED SITE UTILITIES
 - PROPOSED AND EXISTING DRIVEWAYS
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- PHASE 3**
- PROPOSED IMPROVEMENTS
 - EXISTING IMPROVEMENTS
 - EXISTING SITE UTILITIES
 - PROPOSED SITE UTILITIES
 - PROPOSED AND EXISTING DRIVEWAYS
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BLUE CREEK PROPERTIES

18TH DISTRICT
 LAND LOT 196.50, 100, 101, 124 & 125
 100 FLOWERS ROAD, SUITE 100
 ALPHARETTA, GEORGIA 30201
 CITY OF ALPHARETTA

REVISION		
NO.	DATE	DESCRIPTION

REZONING SITE PLAN

TITLE:	
DATE:	
SCALE:	
DRAWN BY:	
CHECKED BY:	
DATE:	

24-113

EXHIBIT





**AGREEMENT FOR PROFESSIONAL ADMINISTRATION SERVICES
BETWEEN THE CITY OF HOGANSVILLE & ALLEN-SMITH CONSULTING
FY2024 CDBG #24p-x-141-2-6404**

Prepared September 24, 2024

This agreement is entered into by and between the CITY OF HOGANSVILLE (hereinafter called the ("RECIPIENT")), and Allen-Smith Consulting, (hereinafter called the CONSULTANT).

The RECIPIENT desires to comply with the terms of the Community Development Block Grant, (CDBG) from the Georgia Department of Community Affairs, (DCA) for the purpose of SEWER AND DRAINAGE IMPROVEMENTS funded with 2024 CDBG funds (herein after called the PROJECT) and is desirous of competent and capable administration services for said grant.

The CONSULTANT is staffed with professional administrators and is competent in grant administration and will adhere to all requirements in the Community Development Block Grant Applicant's and Recipient's manuals as well as other directives issued by the Georgia Department of Community Affairs.

The RECIPIENT and CONSULTANT in consideration of their mutual covenants herein agree on performance of professional administrative services by the CONSULTANT, and the payment for such services by the RECIPIENT as set forth and the attachments hereto:

SECTION 1.0 - GRANT ADMINISTRATION SERVICES

The CONSULTANT shall provide administrative services for the PROJECT as defined herein and is limited to those services specifically set forth herein. The CONSULTANT is familiar with DCA's GRAAM/ ECIVIS online system and will assist the CLIENT as required through this system.

- A. The CONSULTANT shall provide administrative services for the PROJECT as follows:
1. Assist in maintaining a filing and record keeping system as required by DCA;
 2. Assist in maintaining a record of funds, their applicability and make same available to the RECIPIENT, and/or DCA on request;
 3. Assist to record the reasonableness, allocability, and allowability of all costs pertaining to the PROJECT in accordance with applicable federal and state regulations;

**GRANT ADMINISTRATION AGREEMENT
CITY OF HOGANSVILLE FY2024 CDBG PROJECT
PAGE 2**

4. Assist with documentation of entire environmental review record (NEPA) including Tribal Consultation, Historic Preservation Clearance, HUD Format II Assessment, Request for Release of Funds and Clearance from DCA;
 5. Attend monitoring visit with DCA for NEPA compliance;
 6. Serve as Liaison between the ENGINEER, DCA, CONTRACTOR, and the RECIPIENT on matters related to grant compliance;
 7. Assist in maintaining files of all source documents supporting financial transactions and administrative actions, including procurement processes;
 8. Assist in gaining approval for any general and special conditions to the original grant;
 9. Schedule, prepare, coordinate and conduct public hearings as required by CDBG guidelines;
 10. Prepare and process periodic drawdown of fund requests for the RECIPIENT;
 11. Request appropriate wage rate decision and forward to appropriate party(ies);
 12. Coordinate construction contract award with ENGINEER and RECIPIENT to insure compliance with Labor Standard Laws;
 13. Monitor contractors' and subcontractors' payrolls for compliance with applicable labor standards;
 14. Assist contractors' and subcontractors' with corrections and revisions to certified payrolls for compliance with applicable labor standards;
 15. Conduct employee interviews of contractor and subcontractors for compliance with applicable labor standards;
 16. Prepare and submit quarterly progress reports to DCA;
 17. Coordinate and attend all monitoring visits by DCA or other agencies, as necessary;
 18. Assist in keeping PROJECT schedule on track with ENGINEER and RECIPIENT;
 19. Assist in all phases of the PROJECT to adhere to the requirements in the applicable CDBG Applicants' and Recipients' manuals, as well as to other directives issued by DCA;
 20. Obtain and document all beneficiary count numbers for the PROJECT files and monitoring by DCA;
 21. Collect required data and prepare Section 3 Compliance Reports;
 22. Coordinate, prepare for, and attend all monitoring visits with DCA throughout the PROJECT.
 23. Prepare all closeout documentation as required of the PROJECT to close the grant.
- B. Items specifically not included in the basic fee are as follows:
1. Negotiations for permits;
 2. Any required legal surveys relating to land and/or easement acquisition;
 3. Amendments to change the original scope of the grant, and supporting documents relating thereto;
 4. Advertising, legal, fiscal, auditing and permit fees;

5. Negotiation of lease agreements;
6. Preparation of extension letters to extend the grant period;
7. Negotiation with property owners for the acquisition of property / easements / ROW;
8. Coordination and attendance of public meetings related to the PROJECT above the three (3) required public hearings;
9. Coordination and preparation for meetings with DCA if the PROJECT is selected to be monitored by HUD;
10. Preparation of legal or engineering required documents.

SECTION 2.0 - RECIPIENT'S RESPONSIBILITIES

The RECIPIENT's responsibilities to the CONSULTANT shall specifically include but may not be limited to those items set forth herein.

A. Responsibilities to the CONSULTANT shall be:

1. To provide full information as to the RECIPIENT's requirements for the PROJECT and to provide copies of all correspondence pertaining to the PROJECT;
2. To make available from RECIPIENT's files any data and information necessary to provide continuity and accountability of PROJECT funds and/or materials;
3. To provide original or copies of original studies, reports, proposals, and other documents necessary to provide an audit trail of all monies expended and received;
4. Designate, in writing, a person to act as representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;
5. Give prompt written notice to the CONSULTANT whenever RECIPIENT observes or otherwise becomes aware of any defect in the PROJECT or changed circumstances affecting the PROJECT;
6. The RECIPIENT shall be responsible for compliance with such conditions of the grant as may be imposed by DCA.
7. Add the CONSULTANT as a Team Member to its GRAAM/ ECIVIS portal for the PROJECT.

SECTION 3.0 - PERIOD OF SERVICE

- A. The CONSULTANT's services shall be commenced immediately upon the written authorization of the RECIPIENT and shall be completed in a timely manner to facilitate completion of the PROJECT within the Grant Award Period. Goals and milestones along with dates and deadlines will be established at the kick-off meeting and followed by all parties involved in the project. See Terms and Conditions of this agreement.

- B. It is understood that the CONSULTANT shall not be held liable or responsible to the RECIPIENT if the CONSULTANT is delayed in or prevented from performing the services specified herein, because of any cause or causes beyond the control of the CONSULTANT, and not due to the CONSULTANT's own fault or negligence including but not limited to, acts of God, inclement weather conditions, floods, fires, acts of the government, epidemics or failure of the RECIPIENT, Recipient's Attorney, or Project ENGINEER to fulfill any of their responsibilities.

SECTION 4.0 - FEES FOR PROFESSIONAL SERVICES

The RECIPIENT agrees to pay and the CONSULTANT agrees to accept for the services described in Section 1.0, the following amount.

**TOTAL FEE FOR GRANT ADMINISTRATIVE SERVICES \$60,000.00
(Sixty Thousand and 00/100)**

- A. Payment Schedule:

1. The CONSULTANT will submit monthly invoices to the RECIPIENT for services performed by the CONSULTANT. The amounts of said invoices will be based upon the amount and value of the work and services performed by the CONSULTANT under this Agreement. No payment due to the CONSULTANT shall be withheld as a result of project delays related to circumstances described, but not limited to, in Section 3.B of this agreement.
2. If for any reason the CONSULTANT'S monthly invoice cannot be drawdown from DCA, the CLIENT will pay the CONSULTANT'S invoice and then be reimbursed from the grant when the CDBG grant funds are available.
3. Additional Services:
 - a) In the event the PROJECT continues beyond the grant expiration date (insert Grant Expiration Date) in the Grant Award Document and all grant administration fees have been invoiced, the CONSULTANT will bill the RECIPIENT on an hourly basis at \$125.00/hour as work is performed until the PROJECT is closed out.
 - b) In the event the PROJECT requires the CONSULTANT to perform additional professional services beyond the scope of services contained in Section 1.A., the CONSULTANT will bill the RECIPIENT on an hourly basis at \$125.00/hour as work is performed until the PROJECT is closed out. See Section 1.B. for items considered as "additional." No payment due to the CONSULTANT shall be withheld as a result of project delays related to circumstances described, but not limited to, in Section 3.B. of this agreement.

SECTION 5.0 - GENERAL CONDITIONS

A. Successors and Assigns:

1. The CONSULTANT and RECIPIENT are each bound in all respects by the covenants of this Agreement.
2. Neither the CONSULTANT nor the RECIPIENT will assign, sublet, or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CONSULTANT and the RECIPIENT.

B. Agreement Documents and References:

1. The executed agreement documents shall consist of the following;
 - a) This agreement
 - b) Addenda signed by both parties, as necessary
 - c) Exhibit A – Terms and Conditions
 - (1) Section 3 clause
 - (2) Provision for remedies in case of violations
 - (3) Provision for termination
 - (4) EEO Clause
 - (5) Georgia Energy Code
 - (6) Architectural Barriers
 - d) Exhibit B – Draft Goals and Milestones Table
 - e) Exhibit C – Source & Use Table for Project
 - f) Exhibit D – Executed Contractor Affidavit
2. This agreement, together with other documents enumerated under this Article which said other documents are as fully a part of the agreement as if hereto attached or herein repeated, forms the agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ____ day of _____, 2024.

RECIPIENT:
CITY OF HOGANSVILLE

By: _____

Attest: _____

CONSULTANT:
ALLEN-SMITH CONSULTING

By: Debra Smith
Debra Smith

Attest: Lisa Thomas

EXHIBIT A

TERMS AND CONDITIONS

1. Termination of Contract for Cause (Provision for Remedies). If, through any cause, the CONSULTANT shall fail to fulfill in timely manner and proper manner any material obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the RECIPIENT shall thereupon give written notice to the consultant of such failure, violation or breach. If the CONSULTANT has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the RECIPIENT, the RECIPIENT shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs and reports prepared by the CONSULTANT under this Contract shall, at the option of the RECIPIENT become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Termination by Mutual Consent. This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the CONSULTANT will be paid for the fees provided and expenses incurred up to the termination date.

3. Changes. The RECIPIENT may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the RECIPIENT and the CONSULTANT, shall be incorporated in written amendments to this Contract.

4. Personnel

a. The CONSULTANT represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the RECIPIENT.

b. All of the services required hereunder will be performed by the CONSULTANT or under his/her supervision and all personnel engaged in the work shall be authorized or permitted under State and Local Law to perform such services.

5. Equal Employment Opportunity. During the performance of this Contract, the CONSULTANT agrees as follows:

a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the RECIPIENT setting forth the provisions of this non-discrimination clause.

b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, and national origin.

c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

d. The CONSULTANT will comply with all provisions of **Executive Order 11246** of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The CONSULTANT will furnish all information and reports required by **Executive Order 11246, of September 24, 1965**, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the compliance with such rules, regulations and orders.

f. In the event of the CONSULTANT's noncompliance with the compliance clauses of this Agreement or with any of such rules, regulations or orders, this Contract, may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in **Executive Order 11246** of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in **Executive Order 11246 of September 24, 1965**, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to **Section 204 of Executive Order 11246 of September 24, 1965**, so that such provisions will be binding upon each subcontractor or vendor.

6. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

7. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

8. "Section 3" Compliance in the Provision of Training, Employment & Business Opportunities.

The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or RECIPIENT, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

9. Georgia Energy Code. The CONSULTANT does hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included, where applicable.

10. Architectural Barriers. The CONSULTANT hereby acknowledges and agrees that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included, where applicable.

**Exhibit B
TO BE COMPLETED AT KICKOFF MEETING
GOALS AND MILESTONES**

**CITY OF HOGANSVILLE
2024 CDBG PROJECT
Sewer & Drainage Improvements - Grant #24p-x-141-2-6404**

ACTIVITY	RESPONSIBILITY	DATE
Execute Engineering and Grant Administration Agreement	City	Admin: Engineering:
Complete Environmental Assessment and Advertise Concurrent Notice	ASC/City	
Recipients Workshop	ASC/City	
Execute and Submit Grant Award Documents to DCA	City ASC	
Post Award Public Hearing	ASC/City	
Kick-Off Meeting With All Parties	City, DCA, ASC and Engineer	
Survey: Design:	Engineer	
Easement Acquisition	ASC/ Engineer/ City/ City Attorney	
Request Wage Rates & Forward to Engineer	ASC	
Final Design Approval	City/Engineer/ASC/EPD	
Advertisement for Bids Process Bid Opening;	Engineer/City/ASC	
Contract Award and Preconstruction Conference	ASC/Engineer/City	
Construction: Start: End:	General Contractor/ Engineer	
Public Hearing & Project Close Out	ASC/City/DCA	

EXHIBIT C

SOURCE AND USE OF FUNDS
City of Hogansville 2024 CDBG - Sewer and Storm Drainage Improvements

USES		SOURCES			
BUDGET ACTIVITY	TOTAL COST	CDBG FUNDS	CASH MATCH	CITY LEVERAGE	
TA 1: Storm Drainage Improvements	\$ 735,860.00	\$ 614,610.00	\$ 23,750.00	\$ 97,500.00	
TA 2: Sewer Improvements	\$ 455,640.00	\$ 285,390.00	\$ 23,750.00	\$ 146,500.00	
Construction SUBTOTAL	\$ 1,191,500.00	\$ 900,000.00	\$ 47,500.00	\$ 244,000.00	
TA 1: Storm Drainage Improvements Contingencies	\$ 73,640.00			\$ 73,640.00	
TA 2: Sewer Improvements Contingencies	\$ 56,360.00			\$ 56,360.00	
Engineering Design Fees	\$ 112,300.00	\$ 100,000.00		\$ 12,300.00	
Construction Inspection Fees	\$ 46,200.00			\$ 46,200.00	
Legal & Easements (20 easements)	\$ 20,000.00			\$ 20,000.00	
Permitting Fees	\$ 3,000.00			\$ 3,000.00	
Cost Estimate SUBTOTAL	\$ 1,503,000.00	\$ 1,000,000.00	\$ 47,500.00	\$ 455,500.00	
Grant Administration Fees	\$ 60,000.00			\$ 60,000.00	
Grant Writing Fees	\$ 6,000.00			\$ 6,000.00	
NEPA & Section 106 Clearance Fees	\$ 6,000.00			\$ 6,000.00	
Annual Audits	\$ 1,000.00			\$ 1,000.00	
TOTALS	\$ 1,576,000.00	\$ 1,000,000.00	\$ 47,500.00	\$ 528,500.00	
		Total Local Contribution:		\$ 576,000.00	

EXHIBIT D

Contractor Affidavit for
Electronic Verification of Work Authorization Programs

I and any entity I represent:

1) Complies with O.C.G.A. §13-10-91, and has registered with and is participating in a federal work authorization program (any of the Electronic Verification of Work Authorization Programs operated by the U.S. Department of Homeland Security to verify information of newly hired employees) per the applicable provisions and deadlines of O.C.G.A. §13-10-91 (E-verify User Identification Number 122893);

2) Agree that, should I/we employ or contract with any subcontractor(s) in connection with the services for the City, we will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form:

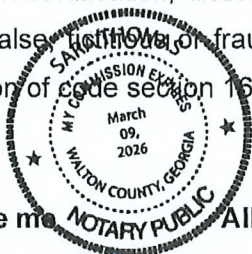
3) Agree to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service; and

4) Agree to keep records of compliance and present a copy thereof to the City immediately upon demand.

5) Contractor has five (5) employees at the time of this contract.

6) Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under its Contract with the City.

In making the above sworn certification, under oath, I understand that any person who knowingly and willfully makes a false statement or fraudulent statement or representation in an affidavit shall be guilty of a violation of code section 16-10-20 of the Official Code of Georgia.



Sworn to and subscribed before me Allen-Smith Consulting, Inc.

this 25th day of September, 2024.

By: Debra Smith
Authorized Officer or Agent

Jaue Thomas
Notary Public

Title: President

Print Name: Debra Smith

My Commission Expires: March 9, 2026

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: October 7, 2024

SUBMITTED BY: Lynne Miller

AGENDA TITLE: Citizen Appointment – GA Initiative for Community Housing

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 City Hogansville has six members on the Troup County chapter of the Georgia Initiative for Community Housing: Jake Ayers, George Bailey, Gayle Devereaux, Lynne Miller, Jason Stewart and Kandis Strickland. This group meets quarterly, rotating between LaGrange, Hogansville and West Point. Team members are also eligible for statewide training conferences twice yearly and the Troup chapter can award points that help housing development financing requests. The City advertised in our utility mailer for an interested applicant to replace Gayle Devereaux, who would like leave this committee. Attached are applications received from Mary Ann Neureiter, Gloria Jones Poole and Richard Woods. Danielle Guyton previously expressed interest but has since moved out of this area.

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

No budget impact.

STAFF RECOMMENDATION (Include possible options for consideration)

Select one of the three applicants. Mary Ann Neureiter currently serves on the Hogansville Historic Preservation Commission and Richard Woods serves on the Hogansville Planning Commission.