



City of Hogansville

City Council

Work Session Meeting Agenda

Monday, November 17, 2025 – 5:30 pm

Meeting will be held at Hogansville City Hall

111 High Street, Hogansville, GA 30230

Mayor: <i>Jake Ayers</i>	2029	City Manager: <i>Lisa E. Kelly</i>
Council Post 1: <i>Michael Taylor, Jr</i>	2029	Assistant City Manager: <i>Oasis Nichols</i>
Council Post 2: <i>Jason Baswell</i>	2029	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

WORK SESSION – 5:30 PM

BUSINESS

1. Personnel Advisory Board Appointee
2. Atlas Agreement
3. Askew Park Tree Discussion
4. Appeal of HHPC Decision on Painting & Planters at 202 Commerce St.
5. Non-Profit Funding Policy

19. *Overtime* means time worked that is in excess of the regular work schedule for the position in accordance with the Fair Labor Standards Act.
20. *Part-time employee*. An employee who works on a continuing basis, but is scheduled to work 30 hours or less per week.
21. *Pay schedule* means a document assigning positions to classes and to an appropriate pay grade based on skill, effort, responsibilities, working conditions and similarities of positions.
22. *Performance evaluation* means a written method of evaluating each employee's job performance on a periodic basis.
23. *Personnel Advisory Board (PAB)* shall consist of three (3) members. One (1) member shall be appointed by the City Council. All employees of the City except for Department Heads and employees appointed by the City Council shall elect one (1) member. The third member shall be selected by the appointed and elected members. Each Member shall serve a three-year term unless removed by the City Council.
24. *Position* means a job for one individual, having a job description and assigned to a specified department in the Position Control Plan; positions may be vacant or filled.
25. *Promotion* means a change in the rank of an employee from a position in one class to a position in another class having a higher minimum pay rate and carrying a greater scope of discretion and responsibility, or reclassification of an employee's position to a pay class having a higher minimum pay rate and carrying a greater scope of discretion and responsibility.
26. *Provisional appointment* means a current employee appointed to an open position without competition on a temporary basis until applications for the position may be taken. The employee may compete for the position with other applicants.
27. *Probationary employee* means an employee still in the first six months of his or her appointment, promotion, reemployment, or reinstatement to any continuous full-time position. Exception: The probationary period for any newly employed certified police officer position shall be 12 months.



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

November 3, 2025

Lisa Kelly, City Manager
City of Hogansville
111 High Street
Hogansville, GA 30230
706-637-8629
lisa.kelly@cityofhogansville.org

Subject: Traffic Planning Services - Hogansville, Georgia

Dear Lisa:

Atlas Technical Consultants LLC (Atlas) is ready to assist with traffic planning services for the City on an as-needed basis as described in Exhibit A of the attached contract.

Our fee to provide professional services for the referenced project is summarized in Exhibit B. Our detailed proposal is included in the attached Consultant Services Agreement. If you find this proposal acceptable, please sign and return it at your earliest convenience.

Thank you for this opportunity. If you have any questions, please call me at 678.713.8349.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robinson Nicol". The signature is fluid and cursive.

Robinson Nicol, PE, PTOE, RSP
Lead Traffic Engineer



This AGREEMENT is made this 8th of October 2025, by and between City of Hogansville its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at 111 High Street, Hogansville, GA 30230 and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at 2450 Commerce Avenue Duluth, Georgia 30096.

Whereas, CLIENT intends to employ ATLAS to provide [type of work to be performed + project name/location + proposal number] (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: Robinson Nicol, 2450 Commerce Avenue, Duluth, Georgia 30096

CLIENT: Lisa Kelly, City Manager 111 High Street, Hogansville, GA 30230, 706-637-8629, lisa.kelly@cityofhogansville.org

PROPOSAL NAME/NUMBER/DATE: Traffic Planning Services - Hogansville, Georgia

1. SERVICES TO BE PERFORMED ATLAS shall perform the Services as described in the Proposal referenced above, which is attached hereto as Exhibit A and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. COMPENSATION CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated

from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a. Workers' Compensation (statutory)	
Employer's Liability	
Each accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000
b. Commercial General Liability	
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	
Products and Completed	\$2,000,000
Operations Aggregate	\$2,000,000
c. Commercial Automobile Liability	
Combined Single Limit	\$1,000,000
d. Errors and Omissions / Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
e. Contractor's Pollution Liability	
Each Claim	\$1,000,000

Annual Aggregate

\$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with

approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS

liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot be readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS 's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and

lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars (\$50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. CONFIDENTIALITY ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

29. THIRD-PARTY CLAIMS CLIENT agrees to pay ATLAS's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

30. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under

this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

31. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

32. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

33. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

34. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement, unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

35. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

36. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

37. COUNTERPARTS; ELECTRONIC SIGNATURES This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

contracts)

BY:  _____

PRINTED NAME: Todd I. Long, PE, PTOE

TITLE: South Atlantic Division Leader

DATE: November 3, 2025

CLIENT:

(Person authorized to execute

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "A"

Scope of Services

Project Background:

Hogansville is experiencing significant growth, with approximately 2,900 new housing units anticipated and multiple developments along SR 54. Key drivers include the Amazon sortation hub, proposed SR 100/Bass Cross Road roundabout, Industrial Parkway, and potential annexations along Bass Cross Road. Local growth (~9–10%) exceeds GDOT's regional 2% projection. The City seeks a comprehensive traffic planning program addressing current and future conditions, multimodal connectivity, safety, and long-range roadway planning.

Menu of Services:

Localized Traffic Engineering Studies

Value for targeted intersections or corridors.

Task	Description	Deliverable
Traffic Data Collection	Turning movement counts, speed studies, vehicle classifications, pedestrian/bicycle counts, and origin/destination data. Identify operational bottlenecks and multimodal deficiencies.	Existing Traffic Data Count Summary
Trip Generation & Capacity Analysis	Model trips from proposed developments. Peak hour/daily distribution, modal splits, corridor impact analysis, and future traffic projections.	Traffic Engineering Memo

Long-Term Citywide Transportation Planning Tasks

Designed for comprehensive planning, multimodal review, and long-range improvements.

Task	Description	Deliverable
Existing Conditions Analysis	Review GIS transportation and land use data, roadway geometry, crash history, and development plans.	Existing Conditions Technical Memorandum
Assessment of Existing & Future Conditions	Project future traffic conditions including annexations and growth projections.	Future Conditions Technical Memorandum
Intersection & Corridor Improvements	Evaluate SR 100/Bass Cross roundabout, SR 54/I-85 interchange, Bass Cross Road, and Industrial Parkway. Develop conceptual intersection and new roadway plans.	Conceptual Improvement Plans & Memo
Multimodal	Assess sidewalks, trails, bike/ped connectivity,	Multimodal Connectivity

Task	Description	Deliverable
Infrastructure & Connectivity	and railroad crossings; recommend improvements integrated with roadways.	Recommendations
Downtown & Local Circulation Planning	Evaluate downtown circulation, propose infill connections, truck routing alternatives, and access management strategies along GA 29.	Downtown Circulation & Access Management Report
Long-Range Roadway Planning & Conceptual Design	Identify new corridors, alignment alternatives, conceptual layouts, and visual renderings supporting 10–20 year citywide planning.	Long-Range Roadway Concept Plans
Funding & Grant Support	Identify funding sources (TAP, RDBG, PPPs); assist with grant applications for prioritized projects.	Funding Strategy & Grant Support Memo
Stakeholder Coordination & Public Engagement	Conduct meetings with City staff, Council, GDOT, adjacent municipalities, and stakeholders; prepare presentations and incorporate feedback.	Public Engagement Summary & Meeting Materials
Reporting & Documentation	Maintain project records; prepare technical memoranda and final deliverables including traffic analysis, recommendations, conceptual plans, and multimodal strategies.	Final Project Report

EXHIBIT "B"

FEE SCHEDULE

We will accomplish the services outlined according to the fee schedule below. Additional services you request will be based on our current hourly rate schedule. The services will be completed and ready for submission within an agreed upon schedule established at notice to proceed.

CURRENT HOURLY RATES

POSITION	MAN-HOUR FEE
Project Manager	\$220.00
Senior Traffic Engineer	\$140.00
Traffic Engineer	\$100.00
Senior Transportation Planner	\$140.00
Transportation Planner	\$100.00

CATEGORY	TASK / STUDY	FEE
Short-Term / Localized Studies	Traffic Data Collection (per intersection)	\$1,500 per intersection
	Trip Generation & Capacity Analysis (per intersection)	\$5,000 per intersection
Citywide Planning	Existing Conditions Analysis	\$15,000
	Assessment of Existing & Future Conditions	\$15,000
	Intersection & Corridor Improvements	\$20,000
	Multimodal Infrastructure & Connectivity	\$10,000
	Downtown & Local Circulation Planning	\$10,000
	Long-Range Roadway Planning & Conceptual Design	\$15,000
	Funding & Grant Support	\$10,000
	Stakeholder Coordination & Public Engagement	\$8,000
	Reporting & Documentation	\$7,000

To: Andy Jones, City of Hogansville Public Works Supervisor

From: Mike Byrd, Diverse Power Forester, Certified Arborist, Utility Arborist, TRAQ (Tree Risk Assessment Qualified), Certification number SO-5593AU

Date: 07 November 2025

Subject: Tree Assessment in Askew Park in Hogansville, Georgia

This memo is in response to the City of Hogansville's request for a Certified Arborist to evaluate five pecans trees and three living water oak trees and one dead water oak tree located around the perimeter of Askew Park. The parks perimeter is bound by Main Street, Osee Street, Lord Street and High Street.

All trees assessed are mature trees located on sites with limited growth capability to supporting the two species of trees. Roads, curbs, sidewalks, soil compaction, and natural areas that promote healthy roots are all limiting factors. The natural areas consist of small thin pine straw beds that are surrounded by manicured grass, sidewalk, roads and curbs that do not promote healthy roots. All the trees assessed have limits to root structure that support the tree. Two pecan trees growing on a steep bank along Main Street pose a greater risk due to the lack of growing space on back (sidewalk) and front (Main St.) of trees. All trees show signs of structural defects in crown and trunk sections that could cause failure in trees at any time without any major weather event.

Targets from failure include pedestrians, vehicular traffic, animals/pets, parked vehicles, businesses on Main Street, power lines and poles, railing, sidewalks, streets, street signs, ornamental plants and possibility of a house.

Concerns from tree failure include loss of life or injury, vehicle damage, traffic delays, building/property damage and power outage.

The dead water oak on Lord Street is an immediate concern and should be removed as soon as possible.

Based on the targets that each of these trees pose a danger to and the limiting factors for proper growth, it is my professional opinion that each tree be removed and if wanted, replaced with a proper species for the growing space. Removing the trees in this area will guarantee no hazards are present to the community and resolve any liability for the City of Hogansville.

LeAnn Lehigh

From: Dhayna Portillo
Sent: Thursday, November 13, 2025 8:41 AM
To: LeAnn Lehigh
Subject: Fw: City Council

This is the request!

Dhayna Portillo

Community Development Director
dhayna.portillo@cityofhogansville.org
O:(706)637-8629 C:(706)955-2893
111 High Street
Hogansville, GA. 30230



From: Nathan Tilson <nathantilson@att.net>
Sent: Wednesday, November 12, 2025 12:05 PM
To: Dhayna Portillo <dhayna.portillo@cityofhogansville.org>
Cc: Lisa Kelly <lisa.kelly@cityofhogansville.org>
Subject: City Council

I would like to appeal the decision of the Historical Society denying me the ability to build planters on the front of my building at 202 Commerce street and to paint the brick on the same building. Please let me know if you need any additional information from me. In addition, please let me know when I will be able to present my case.

Many thanks,
Nathan Tilson

[Sent from AT&T Yahoo Mail for iPhone](#)



Minutes

City of Hogansville

Historic Preservation Commission

Regular Meeting – September 30, 2025

111 High Street, Hogansville GA 30230

Chair: *Wanda Lowe 2028*

Board Member: *Carol Smith 2026*

Board Member: *Mary Ann Neureiter 2028*

Board Member: *Kristian Whisnand 2028*

Board Member: *Sean Murphy 2026*

Board Member: *Wendy Stolarick 2027*

Board Member: *Eli Kouns 2028*

Board Members Present: Sean Murphy
Wanda Lowe
Wendy Stolarick
Eli Kouns
Kristian Whisnand

Also Present: Dhayna Portillo, Community Development Director

Absent: Carol Smith
Mary Ann Neureiter

Call to Order and Moment of Silence

Chair Wanda Lowe called the meeting to order and called for a moment of silence.

Approval of Agenda

The agenda was approved. Wendy Stolarick moved that the agenda be approved. Eli Kouns seconded the motion, and the agenda was adopted by all members present.

Approval of Minutes – January 7, 2025

Wendy Stolarick moved that the minutes of the regular meeting held January 7, 2025, be approved as presented. Sean Murphy seconded the motion. The motion carried with all in favor.

OLD Business

New Business

1. Certificate of Appropriateness Application for 202 Commerce Street, Parcel Nos. 0244W002011

Nathan Tilson presented a proposal requesting exterior changes to his new office space in Hogansville. His request included:

- Installation of a 4 ft. wide by 8 in. high sign, which he explained would not dominate the surrounding area
- Painting the exterior of the existing brick building
- Construction of brick planters at the front entrance of the structure

During the discussion, Wanda Lowe inquired about the age of the building. It was clarified that the building was constructed in 1952 and has served various purposes over the years, including as a doctor's office and a duplex. Ms. Lowe noted that Section 8.3 of the Hogansville Design Manual states that *brick should never be painted*, identifying this as the only issue with the request.

The request for a Certificate of Appropriateness (COA) was then put to a vote. A motion for conditional approval of the sign, roof, and gutters was made by Wendy Stolarick and seconded by Kristian Whisnand. The motion carried, and the Commission unanimously approved this portion of the COA request.

A separate motion was made by Wendy Stolarick to deny the request to paint the brick, seconded by Eli Kouns. The Commission also unanimously denied this portion of the request.

Member Concerns

Announcements

Next Meeting

The Hogansville Historic Preservation Commission will next meet on January 20, 2026, 6:30 pm at City Hall.

ADJOURN

Chair Wanda Lowe adjourned the meeting at 7:40 pm with unanimous consent.

Respectfully submitted,

Dhayna Portillo

Community Development Director ☺



Certificate of Appropriateness Application

Application Directions

- This form must be completed and signed before the Hogansville Historic Preservation Commission (HPC) will consider a request for exterior changes to a building or property within the City Historic District. The HPC does not review interior work.
- Applicants are encouraged to meet with the City Permit Officer before submitting an application. The Permit Officer can confirm whether or not your property is located within the City's Historic District, and if so, whether or not the proposed work will need a Certificate of Appropriateness from the City HPC.
- Most projects that require Certificates of Appropriateness will also require Building Permits. If so, apply for both at the same time, to save review time.
- Please refer to the Hogansville Design Manual to ensure that your project meets the criteria for approval. That Manual is available for viewing at City Hall.
- Your application and all required materials (listed below) must be submitted at least seven days prior to the next HPC meeting in order to put on the meeting agenda. All HPC meetings are open to the public and held at 6:30 pm on the 3rd Tuesdays quarterly, at City Hall
- Applicants are encouraged to attend the HPC review meeting, as the HPC may not consider the case, or may table the case until the next meeting, if the applicant is not present to answer questions.
- Submit this form and all required information to the City Hall, 111 High Street, Hogansville, GA 30230

Submitted	SUPPORTING MATERIALS REQUIRED FOR ALL APPLICATIONS
	Detailed description of proposed project
	Photographs of existing conditions
	Scaled drawings of proposed changes (Professional drawings are not required, but they must accurately show details, proportions and scale.)
	List of proposed materials, with dimensions
	Site plan (as requested)
	Manufacturer's literature (as requested)
	Material samples (as requested)
	Additional information may be requested as needed.

Application Approved for Staff Review

Application Rejected

Zoning Administrator

Date



Case No. _____

Date _____

Certificate of Appropriateness Application

APPLICANT INFORMATION

Name: Nathan and Julie TilsonMailing Address: 1028 Fincher road Moreland, GA 30259Daytime Phone # 770-301-6947 Other Phone # _____

E-mail:

nathantilson@att.net

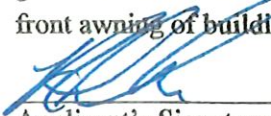
PROJECT INFORMATION

Project Address: 202 Commerce Street Hogansville, GA 30230Property Owner: Nathan and Julie TilsonTroup Tax Map No.: 0244W002011**This application is for: (check all that apply)**

☒	Sign/Awning
☐	Fence
☐	Driveways, sidewalks, landscaping features
☐	Removal of non-historic features
☐	Renewal of expired Certificate of Appropriateness without change to the original approval
☐	Emergency construction to abate a hazardous condition
☐	Addition / Alteration
☐	New construction
☐	Outbuilding
☐	New Roof
☒	Other: Exterior Paint of Brick and Trim, Addition of gutters and Addition of Planters on front of building

DETAILED PROJECT DESCRIPTION

Construct brick planters flanking each side of the front door of existing structure and continuing to the front corner of building for the use of decorative plantings. Paint exterior of brick building (including newly constructed planters) SW 7008 Alabaster, exterior trim and foundation SW7048 Urbane Bronze. Install new 6" gutters around building (Spectra metals Bronze color) with round downspouts. Hang sign from affixed arm on front awning of building with bottom of sign to be no less than 8' above walking surface.


Applicant's Signature

Date

09/17/2025





- (11) Certificate of appropriateness void if construction not commenced. A certificate of appropriateness shall become void unless construction is commenced within nine months of date of initial issuance. Certificates of appropriateness shall be issued for a period of six months and are renewable.
- (12) Recording applications for certificate of appropriateness. The commission shall keep a public record of all applications for certificates of appropriateness, and of all the commission's proceedings in connection with said application.
- (13) Acquisition of property. The commission may, where such action is authorized by the City Council and is reasonably necessary or appropriate for the preservation of a unique historic property, enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise, to the property or any interest therein.
- (14) **Appeals.** Any person adversely affected by any determination made by the commission relative to the issuance or denial of a certificate of appropriateness may appeal such determination to the City Council. Any such appeal must be filed with the City Council within 15 days after the issuance of the determination pursuant to subsection (h)(1) or, in the case of a failure of the commission to act, within 15 days of the expiration of the 45-day period allowed for the commission action in subsection (h)(2). The City Council may approve, modify, or reject the determination made by the commission, if the governing body finds that the commission abused its discretion in reaching its decision. Appeals from decisions of the City Council may be taken to the superior court of Troup County in the manner provided by law for appeals from conviction for the City ordinance violations.
- (15) [Certain parties exempt.] The Department of Transportation and any contractors, including cities and counties, performing work funded by the department of transportation are exempt from this division. Governmental entities, including the City, are exempt from the requirement of obtaining



Proposed Regulations for Nonprofit Funding Policy

City of Hogansville

Purpose

To ensure that City funds are distributed responsibly, equitably, and transparently, the City Council of Hogansville establishes the following guidelines for nonprofit organizations seeking financial support.

1. Eligibility Requirements

Nonprofit organizations must meet the following criteria to be eligible for funding consideration:

- 1.1 Must submit the Funding Request Form / Application by April first.
- 1.2 Must be a registered 501(c)(3) or equivalent nonprofit recognized by the IRS and in good standing with the Georgia Secretary of State.
- 1.3 Must have been in operation for at least 1 year prior to the funding request.

1.4 Must provide programs or services that directly benefit Hogansville residents in areas such as community development, education, arts & culture, youth programs, senior services, public health, or economic vitality.

1.5 Must demonstrate that requested funds will **not** be used for personal expenses, political activity, lobbying, or religious proselytizing.

2. Application Requirements

Organizations must submit a formal application including:

2.1 A completed funding request form (provided by the City).

2.2 A description of the organization's mission, history, and service area.

2.3 A detailed budget for the proposed use of City funds, including other confirmed sources of funding.

2.4 The organization's most recent audited financial statement or IRS Form 990.

2.5 Proof of active Board of Directors with bylaws or governance policies.

2.6 Demonstration of measurable outcomes or community impact from past or proposed programs.

2.7 Proof of a separate organizational bank account registered under the nonprofit's 501(c)(3), not a personal account.

2.8 Submission of the most recent 3 months of bank statements demonstrating that:

- The organization has existing funds in the account;
- City funds are not being requested to open/start a new program from scratch; and
- The City's contribution will not serve as the sole source of income for the program, but rather as supplemental support.

3. Evaluation Criteria

City Council will evaluate applications based on the following:

3.1 Alignment with the City of Hogansville's strategic goals, community priorities, Master Plan, and Comprehensive Plan.

3.2 The number of Hogansville residents served or impacted.

3.3 Financial stability and ability to demonstrate responsible stewardship of funds.

3.5 The organization's track record of success and capacity to deliver measurable outcomes.

4. Funding Conditions

4.1 City funds must only be used for the specific annual program/project described in the application.

4.2 Organizations must sign a funding agreement outlining expectations, reporting requirements, and compliance conditions.

4.3 Any funds not expended within the approved time frame must be returned to the City.

4.4 The City reserves the right to audit or review the nonprofit's bank account activity related to City-funded programs at any time.

4.5 Organizations must demonstrate that the City is not the sole financial backer of the program, and that other funding sources exist.

5. Reporting & Accountability

5.1 Organizations receiving funds must provide both:

- A written report submitted to the City Manager's Office; and
- A public presentation before the Mayor and City Council at a scheduled Council meeting (Contact the City Clerk to schedule which City Council meeting the presentation should be presented at and to be placed on the meeting agenda.) detailing:
 - How funds were used
 - Number of Hogansville residents served
 - Outcomes or measurable results from the funding

5.2 A progress report shall be submitted to City Council six months after the expenditure to provide an update on project status and outcomes, unless otherwise approved by the Council.

5.3 If City Council formally requests an audit, report, or supporting documentation, the organization must provide the requested materials no later than the next regularly scheduled City Council meeting.

5.4 Future funding requests may be denied if reporting, presentation, or audit requirements are not met.

6. Funding Limitations

6.1 Funding requests may not exceed \$25,000.00 or 25% of the organization's annual budget, whichever is less, and are subject to review and adjustment by City Council as necessary.

Funds will be distributed in monthly installments of up to \$2,083.00, with payments issued within thirty (30) days of invoice receipt.

A single, one-time payment may be considered in lieu of monthly installments but shall not exceed \$3,000.00, with the payment issued within thirty (30) days of invoice receipt.

6.2 An organization may only receive funding once per fiscal year unless otherwise approved by Council.

6.3 City Council reserves the right to deny any request at its discretion, even if eligibility requirements are met.

7. Legal Compliance & Penalties

7.1 Truthful Representation Requirement

All information submitted in the funding application, supporting documents, and reporting materials must be complete, accurate, and truthful. Any misrepresentation, falsification, or omission of material facts constitutes grounds for denial, suspension, or revocation of funding and may trigger legal action.

7.2 Use of Funds

City funds must be used only for the specific program or project approved by City Council.

Misuse of funds including diversion to unauthorized activities, personal use, political activity, lobbying, or religious proselytizing constitutes a violation of the funding agreement and may result in:

- Immediate repayment of funds to the City of Hogsansville;
- Ineligibility for future funding for a period determined by City Council;

- Referral to law enforcement or legal counsel for potential civil or criminal liability.

7.3 Audit & Investigation

The City reserves the right to audit, investigate, or review any organization receiving funds at any time. Organizations are required to cooperate fully with such audits, provide documentation promptly (Prior to the next public City Council meeting date), and allow access to review financial records as requested. Failure to comply may result in the remedies listed in Section 7.2.

7.4 Legal Consequences

Organizations that provide false information or misappropriate City funds may be subject to:

- Civil penalties, including repayment with interest;
- Criminal prosecution under Georgia law for fraud, forgery, theft, or misappropriation of public funds; and
- Other remedies available under law or equity as determined by the City Attorney.



Nonprofit Funding Request Form

Instructions:

Please complete this form in its entirety and attach all required documentation. Incomplete applications will not be considered. Submit this form to the City Manager's Office by the deadline set for funding requests. **Deadline for all requests is April first.**

Section 1: Organization Information

- **Organization Name:** _____
- **IRS 501(c)(3) EIN Number:** _____
- **Date Established:** _____
- **Mailing Address:** _____
- **Primary Contact Person & Title:** _____
- **Phone Number:** _____
- **Email Address:** _____
- **Website:** _____

Section 2: Eligibility Verification

(Check each box to confirm compliance)

- ☐ Organization is a registered 501(c)(3) in good standing with the IRS and Georgia Secretary of State
 - ☐ Organization has been operating for at least 1 year
 - ☐ Organization has an active Board of Directors with bylaws/governance policies
 - ☐ Organization maintains a separate nonprofit bank account (not a personal account)
 - ☐ Organization's programs/services directly benefit Hogansville residents
-

Section 3: Funding Request

- Amount Requested: \$ _____
 - Program/Project Title: _____
 - Program/Project Description (attach additional sheets if needed):
-
-

- Start & End Date of Program/Project: _____
 - Annual Total Program/Project Budget: \$ _____
 - Other Confirmed Funding Sources (list amounts & sources):
-
-

- Percentage of Annual Budget Requested from City: _____ %
-

Section 4: Required Attachments

- ☐ Annual Program/Project budget (detailed line-item)
- ☐ Last 3 months of nonprofit bank statements (showing funds on hand)

- ☐ Most recent IRS Form 990 or audited financial statement
- ☐ Copy of bylaws and list of current Board of Directors
- ☐ Documentation of measurable past outcomes or projected results

Section 5: Anticipated Community Impact

- Estimated number of Hogansville residents served: _____
- Describe how the program supports the City's strategic goals/community priorities:

- Expected measurable outcomes/results:

Section 6: Accountability & Reporting Agreement

By signing below, the organization agrees to the following:

1. Funds will be used only for the approved purpose outlined in this application.
2. The organization will provide a written report and a public presentation before the Mayor and City Council within 6 months of expenditure, showing:
 - How funds were used
 - Number of Hogansville residents served
 - Outcomes and measurable results
3. If City Council requests additional audit/reports, the organization will provide them by the following regularly scheduled City Council meeting.
4. Any unspent funds will be returned to the City of Hogansville.

Authorized Signature (Board Officer): _____

Printed Name & Title: _____

Date: _____

Section 7: Legal Compliance & Penalties

By signing this form, the organization acknowledges and agrees to comply with all applicable City of Hogansville funding rules, and understands the legal obligations as follows:

7.1 Truthful Representation Requirement

All information submitted in this application, supporting documents, and reporting materials must be complete, accurate, and truthful. Any misrepresentation, falsification, or omission of material facts constitutes grounds for denial, suspension, or revocation of funding and may trigger legal action.

7.2 Use of Funds

City funds must be used only for the specific program or project approved by City Council. Misuse of funds—including diversion to unauthorized activities, personal use, political activity, lobbying, or religious proselytizing—constitutes a violation of the funding agreement and may result in:

- Immediate repayment of funds to the City of Hogansville;
- Ineligibility for future funding for a period determined by City Council;
- Referral to law enforcement or legal counsel for potential civil or criminal liability.

7.3 Audit & Investigation

The City reserves the right to audit, investigate, or review any organization receiving funds at any time. Organizations are required to cooperate fully, provide documentation promptly (prior to the next public City Council meeting), and allow access to financial records as requested. Failure to comply may result in the remedies listed in Section 7.2.

7.4 Legal Consequences

Organizations that knowingly provide false information or misappropriate City funds may be subject to:

- Civil penalties, including repayment with interest;
- Criminal prosecution under Georgia law for fraud, theft, or misappropriation of public funds;
- Other remedies available under law or equity as determined by the City Attorney.

Authorized Signature (Board Officer Acknowledging Section 7):

Printed Name & Title: _____

Date: _____

Section 8: Notary Acknowledgment

State of Georgia

County of _____

On this ____ day of _____, _____, before me, the undersigned
Notary Public, personally appeared:

Name of Authorized Signer: _____

who is personally known to me or has produced _____
as identification, and who executed the foregoing instrument on behalf of the organization
and acknowledged to me that they are authorized to do so and that the statements
contained herein are true and correct to the best of their knowledge.

Notary Public Signature: _____

Printed Name of Notary: _____

My Commission Expires: _____

(Seal)