

City of Hogansville City Council

Public Hearing & Regular Meeting Agenda

Monday, September 19, 2022

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

Mayor: Jake Ayers	2025	Interim City Manager: Lisa E. Kelly
Council Post 1: Michael Taylor, Jr	2025	City Attorney: Alex Dixon
Council Post 2: Matthew Morgan	2025	Chief of Police: Jeffrey Sheppard
Council Post 3: Mandy Neese*	2023	
Council Post 4: Mark Ayers	2023	
Council Post 5: <i>Toni Striblin</i>	2023	* Mayor Pro-Tem

Public Hearing – 7:00 pm

1. Public Hearing to Hear Citizen Comments on the Millage Rate

Regular Meeting – Immediately Following Public Hearing

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

Consent Agenda

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

- 1. Approval of Agenda: Regular Meeting September 19, 2022
- 2. Approval of Minutes: Regular Meeting September 6, 2022
- 3. Approval of Minutes: Work Session Meeting September 6, 2022

Presentations

1. Hogansville Police Department - Chief Sheppard - Life Saving Awards & Officer Presentation

New Business

- 1. Troup County School System School Resource Officer Agreement
- 2. Sewer Monitors
- 3. Authorization to Apply for Public Safety and Community Violence Reduction (PSCVRG) Grant Program

Interim City Manager's Report

Council Member Reports

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

Mayor's Report

Adjourn

Upcoming Dates & Events

- September 20, 2022 6:30pm | Meeting of the Hogansville Historic Preservation Commission at Hogansville City Hall
- September 27, 2022 6:30 pm | Meeting of the Downtown Development Authority at Hogansville City Hall
- October 1, 2022 9:00 am | Hogansville Tower Trail Run/Walk at Hogansville Elementary School
- October 1, 2022 9:00 am -2:00 pm | Downtown Hogansville Farmers Market
- October 15 16 | Hogansville Hummingbird Festival



09/06/2022

Regular Meeting

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

Call to Order: Mayor Jake Ayers called the meeting to order at 7:00pm. Present were Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Toni Striblin. Also present were Interim City Manager Lisa Kelly, City Attorney Alex Dixon, and Deputy City Clerk LeAnn Lehigh.

City Attorney Alex Dixon gave an invocation and Mayor Ayers led the Pledge of Allegiance.

CONSENT AGENDA

Motion: Council Member Striblin moved to approve the Consent Agenda, with an amendment to add an item under New Business; #3, Donation of Property – 209 W. Boyd Road, and adding an Executive Session after New Business. The motion was seconded by Council Member Neese. **Motion Carries 5-0**

PRESENTATIONS

1. Monica Johnson to Discuss Hogansville Parks & Recreation

Monica Johnson gave an update on Hogansville Parks & Recreation participation and discussed their focus on getting more participation. She said that participation is up this year from last year. She said Parks & Recreation will be presenting the Council with ideas for improvements to the football field, splash pad, and a playground and walking trail at the Mobley Bridge Rd fields.

2. Hummingbird Festival – Presentation of Festival Painting

Jason Stewart with the Hogansville Charitable Trust introduced artist Gabby Edens as this years' Hummingbird Festival Painting winner.

CITIZEN APPREARACES

1. Russell Pickron to Discuss Open Records

Mr. Pickron was not present at tonight's meeting.

NEW BUSINESS

1. J&T Environmental Services, Inc. Agreement for Service

Motion: Motion was made by Council Member Neese to approve the agreement with J&T Environmental Services to provide daily, weekly and monthly required water compliance and annual reporting. The motion to was seconded by Council Member Morgan.

Discussion: Due to a lack of licensed water operators in the state, the City would contract these services with J&T Environmental Services, Inc. for required daily, weekly and monthly water monitoring/testing and annual reporting at a cost of \$2500 monthly.

Motion Carries 5-0

2. Approval to Apply – State Drinking Water Grant to Support Increasing Population

Motion: Motion was made by Council Member Neese to approve the request to apply for the State Drinking Water Grant to Support Increasing Population. The motion was seconded by Council Member Ayers.

Discussion: None Motion Carries 5-0

3. Donation of Property – 209 W. Boyd Road

Motion: Motion was made by Council Member Neese to accept the donation of the property at 209 W. Boyd Road. The motion was seconded by Council Member Ayers.

Discussion: City Attorney Alex Dixon explained that the property was a nuisance property that was overgrown. An abatement was filed, and the owner has offered to donate the property to the City. The taxes are current on the property.

Motion Carries 5-0

EXECUTIVE SESSION

Motion: Motion was made by Council Member Neese at 7:27pm to enter into Executive Session under the Personnel Exemption. The motion was seconded by Council Member Ayers **Motion Carries 5-0**

The regular meeting was reconvened at 7:49pm.

ADJOURNMENT

On a motion made by Council Member Neese and duly seconded, Mayor Jake Ayers adjourned the meeting at 8:08 pm.

Respectfully,

Seann Lehigh

LeAnn Lehigh Deputy City Clerk



09/06/2022

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

Work Session Meeting

Call to Order: Mayor Jake Ayers called the Work Session to order at 5:03 pm. Present were Mayor Jake Ayers, Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Toni Striblin. Also present were City Interim City Manager Lisa Kelly and City Attorney Alex Dixon and Deputy City Clerk LeAnn Lehigh.

DISCUSSION ITEMS

1. Royal Theater – Dunwoody Beeland Architect

Gene Dunwoody with Dunwoody Beeland Architects, discussed with Council about the Royal Theater rehabilitation/demolition. The demolition bids will be awarded in November and will be completed by December to satisfy the grant funding that the City stands to lose. Construction costs have increased but actual construction may be awarded as early as March 2023, with a completion date of late 2024. One highlight is the original Irwin seating, that has been stored in the theater, is being refurbished to use as new seating for the majority of the remodeled theater.

2. SPLOST 6

Interim City Manager Lisa Kelly gave an overview of the new round of SPLOST funding. There will be a Referendum voted on County-wide in March 2023. The City of Hogansville would receive 5% of that money collected. Recommendation was made by Kelly to fashion the funding projects as they currently are. Discussion was also held that we should highlight the projects that have been completed in the current SPLOST.

ADJOURNMENT

On a motion made by Council Member Neese and duly seconded, Mayor Jake Ayers adjourned the Work Session at 6:39 pm.

Respectfully,

eann Gehigh

LeAnn Lehigh Deputy City Clerk

AGREEMENT

STATE OF GEORGIA COUNTY OF TROUP HOGANSVILLE, CITY OF

THIS AGREEMENT made and entered as of August 2022 by and between Hogansville, Georgia, (hereinafter referred to as "City"), Jeffrey A. Sheppard AS Chief of Hogansville Police, (hereinafter referred to as "Chief"), and the **TROUP COUNTY BOARD OF EDUCATION**, (hereinafter referred to as "Board").

WITNESSETH THAT:

WHEREAS, Board owns, operates, and maintains educational facilities (hereinafter referred to "facilities") within Hogansville Georgia.

WHEREAS, Board in its discretion desires to provide increased presence of law enforcement personnel on and about the campus of Hogansville Elementary school, and other educational facilities as requested and agreed upon by the parties.

WHEREAS, Board and Chief in order to appropriately and adequately protect the public health, safety and welfare, deem it necessary and proper that the area in and around said school, and other educational facilities as requested and agreed upon by the parties, be targeted and provided with a higher and more concentrated level of law enforcement.

WHEREAS, the parties are authorized to enter the Agreement pursuant to and in accordance with the provisions of Articles IX, Section III, Paragraph I of the Constitution of the State of Georgia:

NOW THEREFORE, for in and consideration of the mutual benefits which will accrue to the parties as a result of this Agreement and in further consideration of the sums of money hereinafter stipulated to be paid by the Board to City and the terms and conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

1. TERM

This Agreement shall be effective, and the term hereof shall commence on the 1st day of August 2022, however, shall be automatically renewed thereafter from year, in successive one (1) year terms, except that either party may terminate this Agreement during said renewal terms upon sixty (60) day notice.

2. Payment

During the initial term of this Agreement, Board will annually pay the County \$51,500.00 (the "Contract Sum") and increase 3% per year for Hogansville Elementary School. Unless Board notifies City in writing of its intent to negotiate at least sixty (60) days prior to the end of the current term, the Contract Sum shall be increased by three percent (3%) annually beginning August 1, 2023. And throughout the term of this Agreement or any renewal any year thereafter. The Contract Sum shall

be paid by Board to City in prorated monthly installments within fifteen (15) days of invoice from City.

Requests by Board for services outside of the scheduled hours set forth herein may be made available by City, if available in its discretion, at an additional cost of \$40.00 per hour, per officer assigned.

3. Police Officer

- A. During the term of this Agreement, Hogansville Police will provide one (1) Trained Police officer (sometimes hereafter referred to as "School Resource Officer") and necessary equipment who will have primary, but not exclusive, responsibility to provide Police service and security service for Hogansville Elementary School during regular scheduled school hours on regularly scheduled school days. Any Officer assigned hereunder as a School Resource Officer shall be required to obtain specialized training for School Resource Officers consistent with O.C.G.A. 35-8-27. The Officer as School Resource Officer will have the primary, but not exclusive, responsibility to provide law enforcement service and security service at the school during regular scheduled school hours on regular scheduled school days and each Elementary School event.
- B. During the term of this Agreement or any renewal thereof, Board and City may agree to provision of additional School Resource Officers from time to time, without formal amendment of this Agreement. In such event, the payment requirement shall be increased to reflect the additional officer(s), with all other terms and conditions of this Agreement applying to any such additional officer(s).

4. Duties

The School Resource Officer assigned by City to perform the duties specified in Paragraph five (5) hereof will at all times be employees of the Hogansville Police Department and will be subject to and under the sole control of the appropriate officials of the Hogansville Police Department and will at no time be employees of or subject to control by Board or any of the agents, officers or employees of Board.

5. **RESPONSIBILITY**

A. The responsibility of the officer assigned pursuant to the provisions of this contract will be to enforce appropriate criminal federal, state, and local laws and ordinances to the extent and in the manner deemed appropriate by such officer and their superior law enforcement officers and the Hogansville Police Department. In addition, the officer so assigned may perform such other security and patrol functions as may requested by Board agreed to by City. The Board and officers, agents and employees may report criminal activities or make complaints to the Hogansville Police Department, or the officer assigned under this contract who will in furtherance of their respective duties and responsibilities take such action related thereto as shall be deemed appropriate in the exercise of such duties and responsibilities and their law enforcement obligations. Board, its officers, agents, and employees, to the extent appropriate and to the extent able, will cooperate with and

assist the Hogansville Police Department in the exercise of its law enforcement responsibilities in and around the facilities.

B. The School Resource Officer assigned hereunder shall have no authority to and shall not administer discipline to students, investigate breaches of general discipline of students, violations under Troup County Student Behavior Code, or give, advocate, or make any disciplinary decisions.

6. REPORTS

Any arrest report, incident report, investigative report or other material or documents prepared or filed by or with The Hogansville Police Department which may relate, directly or indirectly, to the activities of Board in its operation of the facilities shall be available to the appropriate officers and agents of Board, the same as such documents are now available except any such documents covered by the confidentiality laws or for which disclosure is otherwise prohibited by law.

7. RESPONSE

It is understood by and between the parties hereto that any School Resource Officer assigned to police and/or patrol the facilities pursuant to the provisions hereof shall at all times have the right to call upon other officers or units of The Hogansville Police Department for assistance or backup. Conversely, it is understood and agreed that the assigned School Resource Officer shall likewise be subject to call and will respond if requested or directed in other areas of City and/or emergencies within city. However, Hogansville Police Department will make a reasonable effort not to divert officers from schools unnecessarily.

8. EMPLOYEES; INDEMNIFICATION

The assigned officer does not and will not at any time be or become the agent or employees of Board and Board, by virtue of its payment of money to City pursuant to this Agreement, does not and will not become the employer of the assigned officer or any other officers, agent, or employees of City. Moreover, Board will not at any time be responsible for the acts, actions or performance of such officers, or the failure to act, inaction or failure to perform of such officers. In furtherance thereof, City will indemnify and hold harmless Board, its officers, agents, or employees for or against any claims or damages caused by or which may result from exercise by City of the obligations under this contract unless and to the extent the negligence or inappropriate actions or activities of an officer, agent, or employees of Board shall cause or contribute to any injury or damage for which a claim is made.

9. COUNTY INDEMNIFICATION

Board will indemnify, save, and hold City, its officers, agents, and employees, harmless from any and all claims for damages, demand or causes of action which may result from the negligence of Board, its officers, agents or employees as relates to this Agreement.

10. TERMINATION

This Agreement may be terminated at the election of the aggrieved party upon material breach of the obligations set forth herein.

11. NOTICE

Any notice authorized or required to be given pursuant to the provision hereof shall be deemed to have been delivered and received by the party to which such notice is given and addressed provided the same shall be delivered in person to an authorized officer, agent or employee of such party shall be placed in the United States mail, registered or certified mail, with sufficient postage thereon addressed to such party at the following addresses.

To Board: Dr. Brian Shumate, Superintendent Troup County Board of Education 100 North Davis Road, Building C Lagrange, Georgia 30241

To City: Hogansville, Georgia Attn: Jake Ayers, Mayor 111 High Street Hogansville, Georgia 30230

To Chief: Hogansville Police Department Attn: Chief Jeffrey Sheppard 117 Lincoln Street Hogansville, Georgia 30230

12. Amendment

This Agreement shall not be altered or amended except in writing signed by the parties hereto their duly authorized agents and employees.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized agents and employees have caused their respective names and seals hereunto affixed on the day and year first above written.

Governor's Office of Planning and Budget Public Safety and Community Violence Reduction (PSCVRG) Grant Program CFDA 210.27 Coronavirus State Fiscal Recovery Funds Notice of Funding Opportunity August 24, 2022

DISCLAIMER

This Notice of Funding Opportunity ("NOFO") is intended to be a guide to the application process for perspective applicants applying for consideration of funding through the Public Safety and Community Violence Reduction Grant Program. This guidance is not exhaustive, binding, or final.

I. OVERVIEW

The purpose of this funding is to address violent gun crime and community violence that have increased as a result of COVID-19, or to address a decrease in public sector law enforcement staffing as a result of COVID-19.

II. APPLICATION ASSISTANCE

The primary program specialist for the Public Safety and Community Violence Reduction Grant Program is Amanda Hawkins (<u>Amanda.Hawkins@opb.georgia.gov</u>). For general questions on our grant programs, applicants may also reach out to <u>grants@opb.georgia.gov</u>.

III. FUNDING AVAILABLE FOR AWARD

OPB anticipates that approximately \$100,000,000 million may be available under this NOFO, which may be increased or decreased at OPB's discretion. Awards may be made up to Up to \$1,500,000 per entity. OPB reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this NOFO.

IV. ELIGIBLE ACTIVITY

Note: State agencies are not eligible to apply for program category 1 below.

- **1.** Law Enforcement Staffing (Hiring law enforcement officials)¹:
 - Hire Public Safety employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021.
 - Hiring above pre-pandemic baseline, by adjusting the pre-pandemic baseline for historical growth in the public sector employment over time. If choosing this option, the formula prescribed in Treasury's final rule that must be completed to determine eligibility
- 2. Violent Crime Reduction Programs²: Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete

¹ State Agencies are not eligible to apply for Program Category 1, Law Enforcement Staffing

² Many communities are using SLFRF funds to invest in holistic approaches in violence prevention that are rooted in targeted outreach and addressing root causes. For example, the City of St. Louis is planning to invest in expanding a "community responder" model designed to provide clinical help and to divert non-violent calls away from the police department. Additionally, the city will expand access to mental health services, allowing residents

with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance

- **3.** Equipment and Technology: Investments in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic, for example technology to assist in the identification of guns whose serial numbers have been damaged.
- 4. Community Violence Intervention Programs³: Funding more intervention workers, increasing their pay, providing training and professional development for intervention workers, and hiring and training workers to administer the programs.

V. ELIGIBLE APPLICANTS

All ARPA applicants must have an organization, or subrecipient, that will serve as the fiduciary agent and assume overall responsibility for the grant. As this is a law enforcement grant, the implementing agency must be a law enforcement agency and the affiliated unit of government will be either the municipal or county governance of the law enforcement agency. Eligible ARPA applicants include:

- Law enforcement agencies
- A unit of local government
- State agencies

VI. SCORING CRITERIA

The following criteria will be used by the committee to score applications for this Grant Program:

- Description of the Issue (30%)
- Project Design and Implementation (30%)
- Capabilities and Competencies (15%)
- Performance Measures (10%)
- Budget (15%)

VII. MATCHING FUNDS

Match funding is not required or scored in this application.

VIII. PERIOD OF PERFORMANCE

All funds must be expended by October 31, 2026, which is the end of the period of performance. The awardee may use PSCVRG funds to cover costs incurred beginning from the date of award approval by OPB through October 31, 2026.⁴

to seek support at city recreation centers, libraries, and other public spaces.57 Similarly, Los Angeles County will further invest in its "Care First, Jails Last" program which seeks to replace "arrest and incarceration" responses with health interventions. Los Angeles County, CA Recovery Plan

http://file.lacounty.gov/SDSInter/bos/supdocs/160391.pdf. (Department of U.S. Treasury's Final Rule) ³ The White House, FACT SHEET: More Details on the Biden-Harris Administration's Investments in Community Violence Interventions (April 7, 2021), https://www.whitehouse.gov/briefing-

room/statementsreleases/2021/04/07/fact-sheet-more-details-on-the-biden-harris-administrations-investmentsin-communityviolence-interventions/.(Department of U.S. Treasury's Final Rule)

⁴ Award approval requires an executed Terms and Conditions agreement, active UEI, vendor location on file, and approved budget. The award status will move from 'awarded' to 'approved' went the requirements are met.

Only new projects that have not started at the time of the release of this NOFO are eligible for the PSCVRG Program.

IX. ELIGIBLE PROJECT COSTS

Allowable costs are determined in accordance with the cost principles identified in 2 C.F.R. Part 200, Subpart E. Federal funds committed to an award may only be used to cover allowable costs incurred during the period of performance for eligible activity outline by the program category allowable activity.

X. PAYMENT REQUESTS

All payment requests for allowable activity will be paid using a reimbursement method.

XI. GRANT PROGRAM TIMELINE

August 24, 2022: NOFO Release September 1, 2022: Application Period Begins September 6, 2022: Virtual Applicant Workshop November 18, 2022: Application Window Closes. Applications due by 11:59 PM EST (OPB Staff will be available until 5pm for technical assistance) November 19-December 19, 2022: Application Review January 2023: Final Recommendations and Preliminary Awards Announced (Date is dependent upon the volume of applications received)

*OPB will hold an in-person training(s) and technical assistance for this program. Dates, times, and location for in-person training are forthcoming.

XII. APPLICATION REVIEW PROCESS

All applications will be reviewed for eligibility and completeness, and then evaluated based the priorities and criteria identified herein. Recommendations will be made to the governor for final selection.

XIII. APPLICATION AWARD AND NOTIFICATION

All applications will be reviewed and evaluated according to the scoring criteria, priorities, and preferences outlined in this NOFO. All award results will be posted on OPB's website and applicants notified in writing.

XIV. GRANT AGREEMENT AND TERMS AND CONDITIONS

An applicant selected for funding through the Public Safety Community Violence Reduction Strategies Grant Program that wishes to accept this award must execute the Grant Program Terms and Conditions within 60 days of award announcements. The State will not accept proposed changes or amendments to the Terms and Conditions. Failure or refusal to comply with this requirement will result in award funds being rescinded.

XV. COMPLIANCE WITH OTHER REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including 2 C.F.R. Part 200 apply to awarded projects, except for any provisions the Treasury may determine are inapplicable to an award. Each award is further subject to such exceptions as may be

otherwise provided by Treasury. More information on applicable policy requirement can be found under the <u>21.027 assistance listing</u> for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF).

XVI. REPORTING

Subrecipients awarded funding though the PSCVRS Grant Program will be subject to all reporting requirements as set forth by the State and Treasury.

XVII. OVERSIGHT

Subrecipients awarded funding though the PSCVRS Grant Program will be subject to audit or review by the Treasury Inspector General and Government Accountability Office. Additionally, all subrecipients will undergo a subrecipient monitoring program.

f**'ock** safety

Created Date: 09/09/2022

Expiration Date: 10/09/2022

Ship To:

117 Lincoln St

Billing Phone:

Billing Fax:

Hogansville, Georgia 30230

Quote Number: Q-04444

Prepared By: Geoff Bulpitt Phone:4046929006 Email: geoff.bulpitt@flocksafety.com

Address Information

Bill To: 117 Lincoln St Hogansville, Georgia 30230

Billing Company Name: GA - Hogansville PD Billing Contact Name: Billing Email Address:

Terms and Conditions

Contract Start Date:01/27/2023BillingNet 30Subscription Term:12Billing Frequency:50%/25%/25%

Services

Product	Description	List Price	Sales Price	Quantity	Total Price
Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$2,500.00 Per camera per year	\$2,500.00	24.00	\$60,000.00

f**'o**ck safety

Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	24.00	\$8,400.00
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Total Price:	\$68,400.00 (includes installation)
Estimated Tax:	\$0.00
Recurring Total:	\$60,000.00

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.