



City of Hogansville

## City Council

### (3) Public Hearings & Regular Meeting Agenda

Monday, September 15, 2025 – 7:00 pm

**Meeting will be held at Hogansville City Hall,**

**111 High Street, Hogansville, GA 30230**

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

#### **Public Hearing - Chisel Mill Variance Requests – 7:00 pm**

Public Hearing to Hear Citizen Comments on the Variance Requests for Chisel Mill

#### **Public Hearing – 2025 Comprehensive Plan**

Public Hearing to Hear Citizen Comments on the 2025 Comprehensive Plan

#### **Public Hearing – Millage Rate**

Public Hearing to Hear Citizen Comments on the Millage Rate

#### **Regular Meeting – Immediately Following Public Hearings**

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 15, 2025
2. Approval of Minutes: Work Session Meeting September 2, 2025
3. Approval of Minutes: Regular Meeting September 2, 2025

#### **New Business**

1. Variance Request – Chisel Mill
2. Final Plat Approval – Moss Creek Phase 1
3. MOA – GDOT & Hogansville
4. State & Municipal Election
5. Funding Request - Feline Spay & Neuter Program

#### **City Manager's Report**

#### **Assistant City Manager's Report**

#### **Chief of Police Report**

#### **Council Member Reports**

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

#### **Mayor's Report**

#### **Adjourn**

#### **Upcoming Dates & Events**

- September 18, 2025 – 6:00 pm | Meeting of the Hogansville Planning & Zoning Commission at Hogansville City Hall
- September 23, 2025 – Meeting of the Downtown Development Authority at Hogansville City Hall
- October 6, 2025 – Regular Meeting of the Mayor and Council at Hogansville City Hall
- October 18 & 19, 2025 – Hogansville Hummingbird Festival

#### **The Royal Theater Happenings September 2025**

- Saturday, September 20, 2025 – 7:30 pm | LIVE EVENT: Jontavious Willis
- Friday, September 26, 2025 – 7:00 pm | MOVIE: Wicked
- Saturday, September 27, 2025 – 4:00 pm | FREE FLICK SATURDAY: The Black Stallion
- Saturday, September 27, 2025 – 7:00 pm | MOVIE: The Land Before Time

Purchase tickets online [1937royaltheater.org](http://1937royaltheater.org) or call the box office 706-955-4870

Meeting to be held at Hogansville City Hall, 111 High Street, Hogansville Ga. 30230

# NOTICE

The Hogansville City Council does hereby announce that the millage rate will be set at a meeting to be held at City Hall, 111 High Street, Hogansville, GA 30230 on October 06, 2025 at 07:00 pm. Three Public Hearings will be held to hear public comments regarding the mil rate; 07:00 pm on 09/16/2025; 10:00 am on 10/06/2025; and 07:00 pm on 10/06/2025.

Pursuant to the requirements of O.C.G.A. Section 48-05-32 the City does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five (5) years.

## CURRENT 2025 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

City of Hogansville		2020	2021	2022	2023	2024	2025
V A L U E	Real & Personal	\$ 77,064,367	\$ 76,110,753	\$ 101,801,021	\$ 138,312,673	\$ 160,290,849	\$ 158,270,382
	Motor Vehicles	\$ 848,890	\$ 569,630	\$ 474,380	\$ 496,010	\$ 46,720	\$ 412,630
	Mobile Homes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Timber - 100%	\$ -	\$ 327,027	\$ -	\$ -	\$ -	\$ -
	Heavy Duty Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Gross Digest	\$ 77,913,257	\$ 77,007,410	\$ 102,275,401	\$ 138,808,683	\$ 160,337,569	\$ 158,683,012
	Less Exemptions	\$ (10,083,563)	\$ (6,704,141)	\$ (9,452,406)	\$ (34,633,898)	\$ (41,957,164)	\$ (23,636,860)
	Net Digest Value	\$ 67,829,694	\$ 70,303,269	\$ 92,822,995	\$ 104,174,785	\$ 118,380,405	\$ 135,046,152
	State Forest Land Assistance						
	Grant Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Adjusted Net M&O Digest	\$ 67,829,694	\$ 70,303,269	\$ 92,822,995	\$ 104,174,785	\$ 118,380,405	\$ 135,046,152
	Gross M&O Millage	15.785	15.418	14.232	15.286	15.186	15.440
	Less Rollbacks	7.835	7.468	6.282	7.336	7.236	7.490
R A T E	MILLAGE RATE (Maintenance & Operation)	7.950	7.950	7.950	7.950	7.950	7.950
T A X	TOTAL M&O TAXES LEVIED	\$ 539,246	\$ 558,911	\$ 737,943	\$ 828,190	\$ 941,124	\$ 1,073,617
	et Taxes \$ Increase / (Decrease)	\$ (3,813)	\$ 19,665	\$ 179,032	\$ 90,247	\$ 112,935	\$ 132,493
	et Taxes % Increase / (Decrease)	-0.70%	3.65%	32.03%	12.23%	13.64%	14.08%

## NOTICE OF PROPERTY TAX DECREASE

The City of Hogansville intends to adopt a millage rate which will require an increase in property taxes. All concerned citizens are invited to the Public Hearings on this tax decrease to be held at Hogansville City Hall, 111 High Street, Hogansville, Georgia at 07:00 pm on October 06, 2025.

Times and places of additional public hearings on this tax increase are: 10:00 am and 07:00 pm on October 06, 2025. All meetings will be held in the Council Chamber at Hogansville City Hall, 111 High Street, Hogansville, Georgia 30230.

This tentative increase will result in a millage rate of 7.95 mills. The proposed tax for a home with a fair market value of \$140,000 is approximately \$1,113.00









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

## **Work Session Meeting September 2, 2025**

**Call to Order:** Mayor Jake Ayers called the Work Session to order at 6:00pm. Present were Council Member Michael Taylor, Council Member Jason Baswell, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Kandis Strickland. Also present were City Manager Lisa Kelly, Assistant City Manager Oasis Nichols, City Attorney Alex Dixon, and Police Chief Jeff Sheppard. City Clerk LeAnn Lehigh was not present at the Work Session meeting.

### **ORDER OF BUSINESS**

#### **1. Tower Trail Boardwalk Repair**

A discussion was held regarding two quotes received for the necessary repairs to the outdoor classroom and boardwalk, which is currently closed and considered a liability. The work is challenging due to difficult site access, requiring a generator and scaffolding as no equipment can be brought in.

Principal Construction quoted \$45,500 to completely rebuild the outdoor classroom benches, decking, and joists. This quote does not include pressure washing and sealing the wood. Principal Construction would need three to four weeks before they could schedule and begin the work.

Right Angle Roofing's original quote included pressure washing and sealing. After being contacted, they verbally agreed to remove \$20,000 from their bid for not doing the pressure washing and sealing, bringing their new total to \$48,500. Right Angle Roofing can start next week and estimates the project will take two to three weeks to complete.

Despite Principal Construction's lower bid, the group favored Right Angle Roofing. The primary factor was the timeline. For a \$3,000 difference, Right Angle could start next week and have the boardwalk accessible to the public much sooner, potentially before the Hummingbird Festival.

This item will be added to the Regular Meeting agenda tonight for Council approval and fund the project using "SPLOST dollars. Parks, Recreation, and Trails."

#### **2. Bid Results – Traffic Planning Firms**

Council reviewed the results of a Request for Qualifications (RFQ) for on-call transportation planning services, for which the city budgeted \$100,000. Three firms submitted qualifications, and an internal grading group scored Atlas the highest.

Atlas provided a flat rate of \$49,900 for an initial scope of work that includes a traffic impact study, a future road map, and conceptual design work. This fee is approximately half of the city's budget, leaving significant room for on-call services. A key advantage noted was their model of assigning a dedicated person to the city, ensuring continuity and familiarity. The council reached



a consensus to select Atlas for the project at the Regular Meeting tonight. The next step will be to have a formal conversation with the firm to outline the plan and expectations.

Mayor Ayers adjourned the Work Session at 6:44pm.

Respectfully,

Oasis Nichols  
Assistant City Manager





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

## **Regular Meeting**

### **September 2, 2025**

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

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

#### **CONSENT AGENDA**

**Motion:** Council Member Neese moved to amend and then to approve the consent agenda, adding Tower Trail Repair Bid to New Business and removing the Police Department presentations from the agenda. The motion was seconded by Council Member Ayers.

**Motion Carries 5-0**

#### **NEW BUSINESS**

##### ***1. Bid Award – Traffic Planning Firm***

**Motion:** Council Member Neese moved to select Atlas as the Traffic Planning Firm to serve as on-call resource for traffic studies and future planning. The motion was seconded by Council Member Ayers.

**Discussion:** None

**Motion Carries 5-0**

##### ***2. Tower Trail Repairs***

**Motion:** Council Member Neese moved to select Right Angle Roofing & Renovations in the amount of \$48,500 for repairing the tower trail boardwalk, using funds from SPLOST Parks & Rec. The motion was seconded by Council Member Taylor.

**Discussion:** None

**Motion Carries 5-0**

#### **EXECUTIVE SESSION**

**Motion:** Council Member Neese moved to enter into Executive Session at 7:40 pm under the Real Estate Exemption. The motion was seconded by Council Member Strickland.

**Motion Carries 5-0**

The Regular Meeting was reconvened at 7:47pm.

#### **ADJOURNMENT**

On a motion made by Council Member Neese and duly seconded, Mayor Ayers adjourned the meeting at 7:48 pm.

Respectfully,

Oasis Nichols  
Assistant City Manager








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



City Manager – Lisa Kelly  
Assistant City Manager – Oasis Nichols  
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:** September 15, 2025 **SUBMITTED BY:** Dhayna Portillo 

**AGENDA TITLE:** Variances Request – Chisel Mill

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

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

**BACKGROUND** (Includes description, background, and justification)

Property owner and applicant Chisel Mill Design and Build LLC has submitted requests for two variances affecting five properties located on Bass Cross Road (Tax Map Parcel Nos. 0200000048G, 0200000048F, 0200000048E, 0200000048D, and 0200000048C).

1. Lot Frontage – Reduction of the required lot frontage in the CR-MR zoning district from 50 feet to 40 feet.
2. Side Setback – Elimination of the required 10-foot side setback.

The site consists of 21.17 acres, with a development proposal for approximately 100 residential units under the name *Hillstar Cottages*. The proposed homes would range from 1,100–1,200 square feet, which would require a separate variance, as the minimum square footage requirement for detached housing in this zoning district is 1,500 square feet.

At its regular meeting on August 21, 2025, the Hogansville Planning Commission voted to recommend approval of the requested variances to the City Council.

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

No budget impact to City.

**STAFF RECOMMENDATION** (Include possible options for consideration)

The two variance requests do not meet any of the 5 variance standards outlined in the UDO. While the proposed reduction in lot frontage and elimination of the 10-foot side setback may not directly harm the general public, they are inconsistent with the intent and purpose of the Unified Development Ordinance.



Application Number: HV-001



## Application for Zoning Variance

Property Owner Name Chisel Mill Design and Build, LLC

Address 160 Whitney St.

Fayetteville, GA Zip 30214

Phone (404) 538-1080 Email John@chiselmill.com or Brandon@chiselmill.com

Troup Tax Map No. 0200 000048G, 48F, 48E, 48D, AND 48C

Address for which variance is requested 929 Bass Cross Road

Hogansville, GA Zip 30230

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

Requesting a lot width reduction from 50' to 40' with no side setback to differentiate from adjacent developments.

You can attach a separate sheet to explain why this variance is necessary.  
Attach a simple sketch of the property showing the following:

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

I certify that the foregoing information is true and correct,

this day of Aug 13<sup>th</sup> 2025

Applicant's Signature

Niya Partridge  
Notary Public

8/13/2025

(Affix Raised Seal Here)





City of Hogansville, GA  
Zoning Variance Checklist

Property Owner Name Chisel Mill Design & Build, LLC

Address for which  
variance is requested 929 Bass Cross Rd.

0200 0000486, 48F, 48E, 48D, + 48C

	By	Date
Application received	<u>DP</u>	<u>08-13</u>
Application fee received	<u>DP</u>	<u>08-13</u>
Conditions described (See instructions)	<u>DP</u>	<u>08-13</u>
Complete property sketch attached	<u>DP</u>	<u>08-13</u>
Scheduled for Planning Commission action	<u>DP</u>	<u>08-14</u>
Planning action taken	<u>          </u>	<u>          </u>
City Council action taken	<u>          </u>	<u>          </u>

City decision

Approved ☐

Denied ☐





## Zoning Variance Application Instructions

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

### PLANNING COMMISSION:

- 1) An application for a variance must be completed and signed by the applicant and submitted to City Hall at least 7 days before the next regularly scheduled Planning Commission meeting which staff will review 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.

### MAYOR AND COUNCIL MEETINGS:

- 1) The Mayor and Council will hear a report on the request and determine if the request is reasonable.
- 2) If the request is deemed to be reasonable, Mayor and Council will place the request on the agenda for first and second readings at two consecutive meetings.
- 3) Public support in favor or opposition to the request will be received by the Mayor and Council.
- 4) Mayor and Council will vote on the request.

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

MATERIALS NECESSARY FOR A REQUEST FOR VARIANCE APPLICATION:

- ☒ An application fee of \$150.
- ☒ A statement outlining the reason for the request listing what extraordinary and exceptional conditions exist with the property in question because of its size, shape or topography, or that a literal enforcement of the ordinance would create an unnecessary hardship, or that there are peculiar conditions involved and that if the variance is granted it would not cause a substantial detriment to the public good.
- ☒ A sketch/site plan of the property showing all the items outlined on the application.
- ☐ Statements from adjacent property owners in support of the variance if applicable
- ☒ Property Authorization Forms
- ☐ One (1) 24x36 sign to be placed at each lot frontage. \*
- ☐ One (1) legal advertisement to be published in the LaGrange Daily News. \*

*\*The wording will be supplied by the Zoning Administrator and must be posted 15-45 days before the public hearing\**



## REQUIREMENTS FOR VARIANCES:

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

1. The variance request arises from a condition that is unique and particular to the land, structures and buildings involved.

We are asking for 40' lots with no side setbacks. This will allow us to create diversification of product from the adjacent community.

2. The variance is necessary because of the particular physical surroundings, size, shape or topographical condition of the specific property involved that would result in unnecessary hardship for the applicant; as distinguished from a mere inconvenience, if the provisions of the Unified Development Ordinance (UDO) were literally enforced.

The 40' lots will allow us to put a better product on the ground that will be different from the adjacent development. Our product will be more affordable. Our development will be more sustainable. Our residents will be proud to call this their home because the amenities & community feel have been designed for long term resident retention.

3. The condition requiring requested relief is not ordinarily found in properties with the same zoning district designation as the subject property.

Our property was just recently annexed & the new UDO has not been in place for a long time. We believe the ability to differentiate our development from the adjacent, will create smart, well planned growth for the city.

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

The purpose of the UDO is to regulate. In our opinion, too much of the same thing can be extremely adverse. The 40' lot with no side setbacks will grant product & price diversification as well as superior functionality from the use of extremely long driveways that will eliminate front yard junk & street parking.

5. The granting of the variance will not impair nor injure other properties or improvements in the neighborhood in which the subject property is located, nor impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, create a hazard to air navigation, endanger the public safety or substantially diminish or impair property values within the neighborhood.

Granting this variance will not impair any of these aspects, In fact, approving this variance will improve ALL of these aspects.

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

This 10' lot width reduction is exactly what we need to balance the scales in such a way that we can be able to build houses people love + can afford, a design that <sup>gives</sup> supreme functionality, and Amenities that make this development sustainable for the next 50 years.

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

This variance does not oppose the general spirit of the UDO or Comprehensive Plan. It provides a very minor reduction of lot width that will yield a much needed, diverse, single family housing option. Not just more of the same!





## Owner Authorization Form

City of Hogansville

This is a written request from Brandon Larry (Chisel Mill Honor), the legal owner of Property: Bass Cross Road, Hogansville, Troup County, Georgia and the Tax Parcel Number 0200 0000486, 48F, 48E, 48D, + 48C. At this time, we are requesting that the said property be considered for a variance for the following reason:

Requesting 40' lot width + No side setback to differentiate from adjacent developments

Esta es una petición escrita de \_\_\_\_\_, el dueño legal de la Propiedad: \_\_\_\_\_, Hogansville, Condado de Troup, Georgia y el Número de Parcela Fiscal \_\_\_\_\_. En este momento, estamos pidiendo que se considere la propiedad para tener una variación por la siguiente razón:

Brandon Larry  
Property Owner Signature/Firma del dueño

8/13/2025

Date/Fecha:

Niya Partridge  
Notary Public

8/13/2025

(Affix Raised Seal Here)



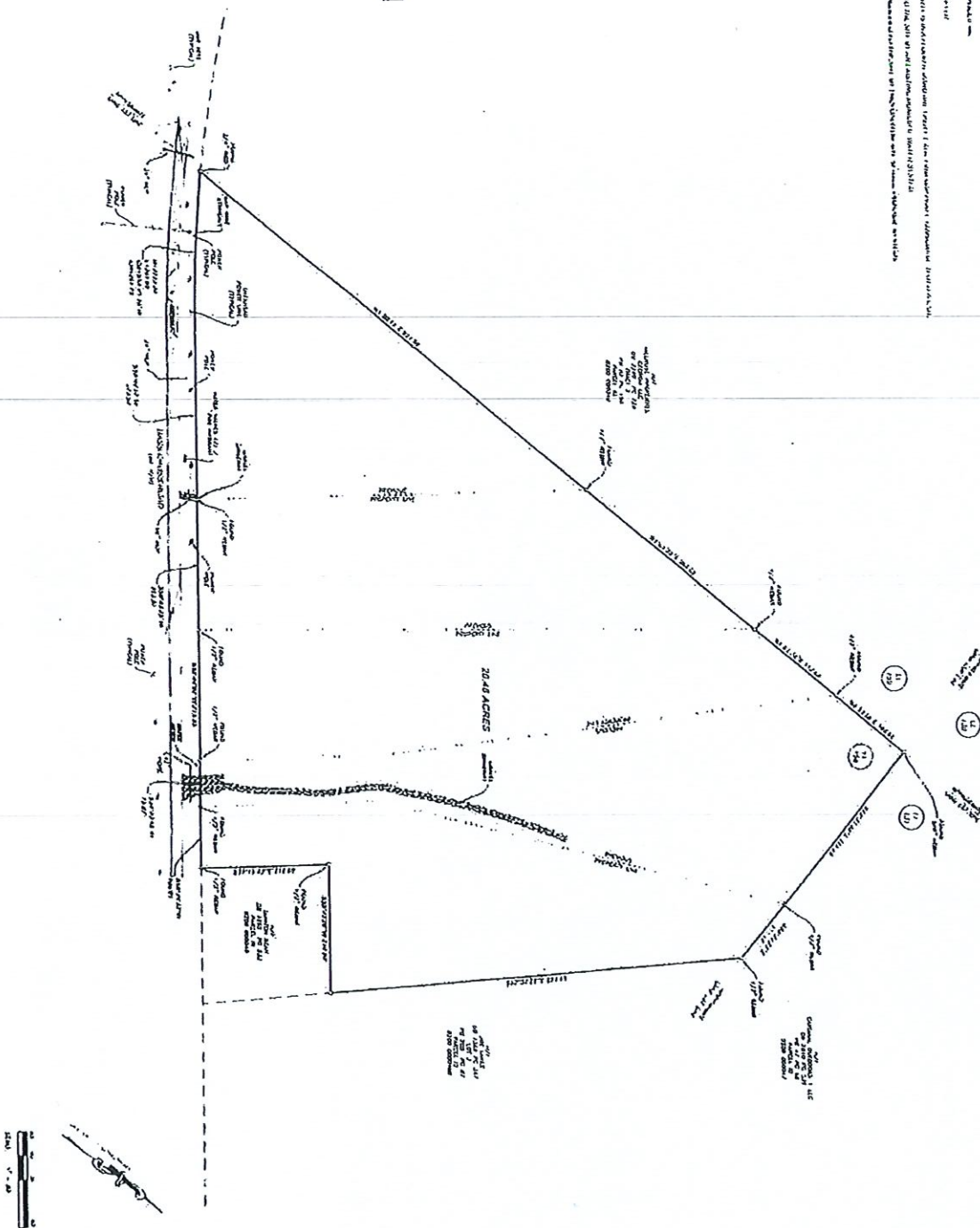
1. 1997-1998 - midlife  
 2. 1998-1999 - late life  
 3. 1999-2000 - very old  
 4. 2000-2001 - very old  
 5. 2001-2002 - very old  
 6. 2002-2003 - very old  
 7. 2003-2004 - very old  
 8. 2004-2005 - very old  
 9. 2005-2006 - very old  
 10. 2006-2007 - very old  
 11. 2007-2008 - very old  
 12. 2008-2009 - very old  
 13. 2009-2010 - very old  
 14. 2010-2011 - very old  
 15. 2011-2012 - very old  
 16. 2012-2013 - very old  
 17. 2013-2014 - very old  
 18. 2014-2015 - very old  
 19. 2015-2016 - very old  
 20. 2016-2017 - very old  
 21. 2017-2018 - very old  
 22. 2018-2019 - very old  
 23. 2019-2020 - very old  
 24. 2020-2021 - very old  
 25. 2021-2022 - very old  
 26. 2022-2023 - very old  
 27. 2023-2024 - very old  
 28. 2024-2025 - very old  
 29. 2025-2026 - very old  
 30. 2026-2027 - very old  
 31. 2027-2028 - very old  
 32. 2028-2029 - very old  
 33. 2029-2030 - very old  
 34. 2030-2031 - very old  
 35. 2031-2032 - very old  
 36. 2032-2033 - very old  
 37. 2033-2034 - very old  
 38. 2034-2035 - very old  
 39. 2035-2036 - very old  
 40. 2036-2037 - very old  
 41. 2037-2038 - very old  
 42. 2038-2039 - very old  
 43. 2039-2040 - very old  
 44. 2040-2041 - very old  
 45. 2041-2042 - very old  
 46. 2042-2043 - very old  
 47. 2043-2044 - very old  
 48. 2044-2045 - very old  
 49. 2045-2046 - very old  
 50. 2046-2047 - very old  
 51. 2047-2048 - very old  
 52. 2048-2049 - very old  
 53. 2049-2050 - very old  
 54. 2050-2051 - very old  
 55. 2051-2052 - very old  
 56. 2052-2053 - very old  
 57. 2053-2054 - very old  
 58. 2054-2055 - very old  
 59. 2055-2056 - very old  
 60. 2056-2057 - very old  
 61. 2057-2058 - very old  
 62. 2058-2059 - very old  
 63. 2059-2060 - very old  
 64. 2060-2061 - very old  
 65. 2061-2062 - very old  
 66. 2062-2063 - very old  
 67. 2063-2064 - very old  
 68. 2064-2065 - very old  
 69. 2065-2066 - very old  
 70. 2066-2067 - very old  
 71. 2067-2068 - very old  
 72. 2068-2069 - very old  
 73. 2069-2070 - very old  
 74. 2070-2071 - very old  
 75. 2071-2072 - very old  
 76. 2072-2073 - very old  
 77. 2073-2074 - very old  
 78. 2074-2075 - very old  
 79. 2075-2076 - very old  
 80. 2076-2077 - very old  
 81. 2077-2078 - very old  
 82. 2078-2079 - very old  
 83. 2079-2080 - very old  
 84. 2080-2081 - very old  
 85. 2081-2082 - very old  
 86. 2082-2083 - very old  
 87. 2083-2084 - very old  
 88. 2084-2085 - very old  
 89. 2085-2086 - very old  
 90. 2086-2087 - very old  
 91. 2087-2088 - very old  
 92. 2088-2089 - very old  
 93. 2089-2090 - very old  
 94. 2090-2091 - very old  
 95. 2091-2092 - very old  
 96. 2092-2093 - very old  
 97. 2093-2094 - very old  
 98. 2094-2095 - very old  
 99. 2095-2096 - very old  
 100. 2096-2097 - very old  
 101. 2097-2098 - very old  
 102. 2098-2099 - very old  
 103. 2099-2100 - very old  
 104. 2100-2101 - very old  
 105. 2101-2102 - very old  
 106. 2102-2103 - very old  
 107. 2103-2104 - very old  
 108. 2104-2105 - very old  
 109. 2105-2106 - very old  
 110. 2106-2107 - very old  
 111. 2107-2108 - very old  
 112. 2108-2109 - very old  
 113. 2109-2110 - very old  
 114. 2110-2111 - very old  
 115. 2111-2112 - very old  
 116. 2112-2113 - very old  
 117. 2113-2114 - very old  
 118. 2114-2115 - very old  
 119. 2115-2116 - very old  
 120. 2116-2117 - very old  
 121. 2117-2118 - very old  
 122. 2118-2119 - very old  
 123. 2119-2120 - very old  
 124. 2120-2121 - very old  
 125. 2121-2122 - very old  
 126. 2122-2123 - very old  
 127. 2123-2124 - very old  
 128. 2124

[illegible]

THE UNIVERSITY OF CHICAGO LIBRARY

*Please print or type your name and address clearly.*

**COPYRIGHT**

[illegible][illegible][illegible]



All that tract or parcel of land lying and being in Land Lot 158. of the 11th Land District of Troup County, Georgia, and being more particularly described as follows;

**BEGINNING** at a found 1/2" rebar at the northwest corner of Land Lot 158 of the 11th District, Troup County, Georgia.

Thence along the north line of Lot 4, Plat Book 20D Page 87, South 89 degrees 31 minutes 48 seconds East a distance of 315.69 feet to a found 1/2" rebar;

Thence along the north line of Lot 3, Plat Book 20D Page 87, South 89 degrees 33 minutes 23 seconds East a distance of 111.69 feet to a found 1/2" rebar;

Thence along the northeast line of Lot 3, Plat Book 20D Page 87, South 42 degrees 34 minutes 28 seconds East a distance of 684.49 feet to the northernmost corner of lands described in Deed Book 1965, Page 532;

Thence along the northwest line of said lands, South 50 degrees 43 minutes 20 seconds West a distance of 210.00 feet to a found 1/2" rebar;

Thence along the southwest line of said lands, South 39 degrees 16 minutes 40 seconds East a distance of 210.00 feet to a found 1/2" rebar on the northwest right-of-way of Bass Cross Road (80' R/W);

Thence along said right-of-way, South 50 degrees 39 minutes 33 seconds West a distance of 100.01 feet to a found 1/2" rebar;

Thence South 50 degrees 43 minutes 18 seconds West a distance of 74.87 feet to a found 1/2" rebar;

Thence South 50 degrees 44 minutes 02 seconds West a distance of 213.35 feet to a found 1/2" rebar;

Thence South 50 degrees 43 minutes 29 seconds West a distance of 213.37 feet to a found 1/2" rebar;

Thence South 50 degrees 40 minutes 12 seconds West a distance of 273.54 feet;

Thence along a curve to the right having a radius of 2723.20 feet, and an arc length of 261.89 feet, being subtended by a chord of South 53 degrees 25 minutes 30 seconds West for a distance of 261.79 feet to a found 3/4" rod at the southwest corner of Lot 7, Plat Book 20D Page 88;

Thence leaving said right-of-way, along the west line of said Lot 7, North 01 degrees 00 minutes 17 seconds East a distance of 827.58 feet to a found 1/2" rebar;

Thence along the west line of Lot 6, Plat Book 20D Page 88, North 01 degrees 01 minutes 25 seconds East a distance of 364.69 feet to a found 1/2" rebar;

Thence along the west line of Lot 5, Plat Book 20D Page 87, North 01 degrees 05 minutes 38 seconds East a distance of 172.60 feet to a found 1/2" rebar;

Thence along the west line of Lot 4, Plat Book 20D Page 87, North 00 degrees 53 minutes 38 seconds East a distance of 148.66 feet to the **POINT OF BEGINNING**.

**CONTAINING:** 20.48 acres of land, more or less.



# CITY OF HOGANSVILLE VARIANCE REQUEST STAFF ANALYSIS AND REPORT

**DATE:** 08/21/2025  
**TO:** Hogansville Planning Commission  
**FROM:** Dhayna Portillo, Community Development Director  
**RE:** Variance Request -  
020 000 0048G, 0200 000 048F, 0200 000 048E, 0200 000 048D, and 02000 000 048C  
Owners: Chisel Mill Design and Build LLC  
Property Location: Bass Cross Road

## **REQUEST:**

Chisel Mill Design and Build, LLC is requesting a variance to reduce the required lot frontage from 50 feet to 40 feet, and to eliminate the required 10-foot side setback entirely.

## **LOCATION:**

The property is on Bass Cross Road

## **SITE:**

The 21.17-acre site is vacant, grassed, with trees surrounding it.

## **ZONING:**

These lots are currently located in Hogansville city limits with the zoning – Corridor Medium Density Residential (CR-MR)

## **EXISTING LAND USES:**

Adjacent uses consist of the following:

- WEST:** Mountville-Hogansville Rd– 0200 000040– CR-MR – 108-acre lot with proposed development “Hummingbird Hallow”
- NORTH:** Bass Cross Rd – 0200 000047– Troup County- Single Family Medium Density, 115-acre lot that is wooded land
- EAST:** 1087-1139 Bass Cross Rd– Troup County- Single Family Medium Density there are four 1823-2428 square foot homes to the east of the property.
- SOUTH:** 866-1040 Bass Cross Rd –Troup County– Single Family Medium Density, there are six 960-1,269 square foot homes to the north of the property.



### UNIQUE CHARACTERISTICS:

None.

### PREVIOUS RELATED ACTIONS:

On March 20, 2025, the Planning Commission unanimously voted to table the requested lot frontage variance until more accurate information is provided regarding the required greenspace and setbacks.

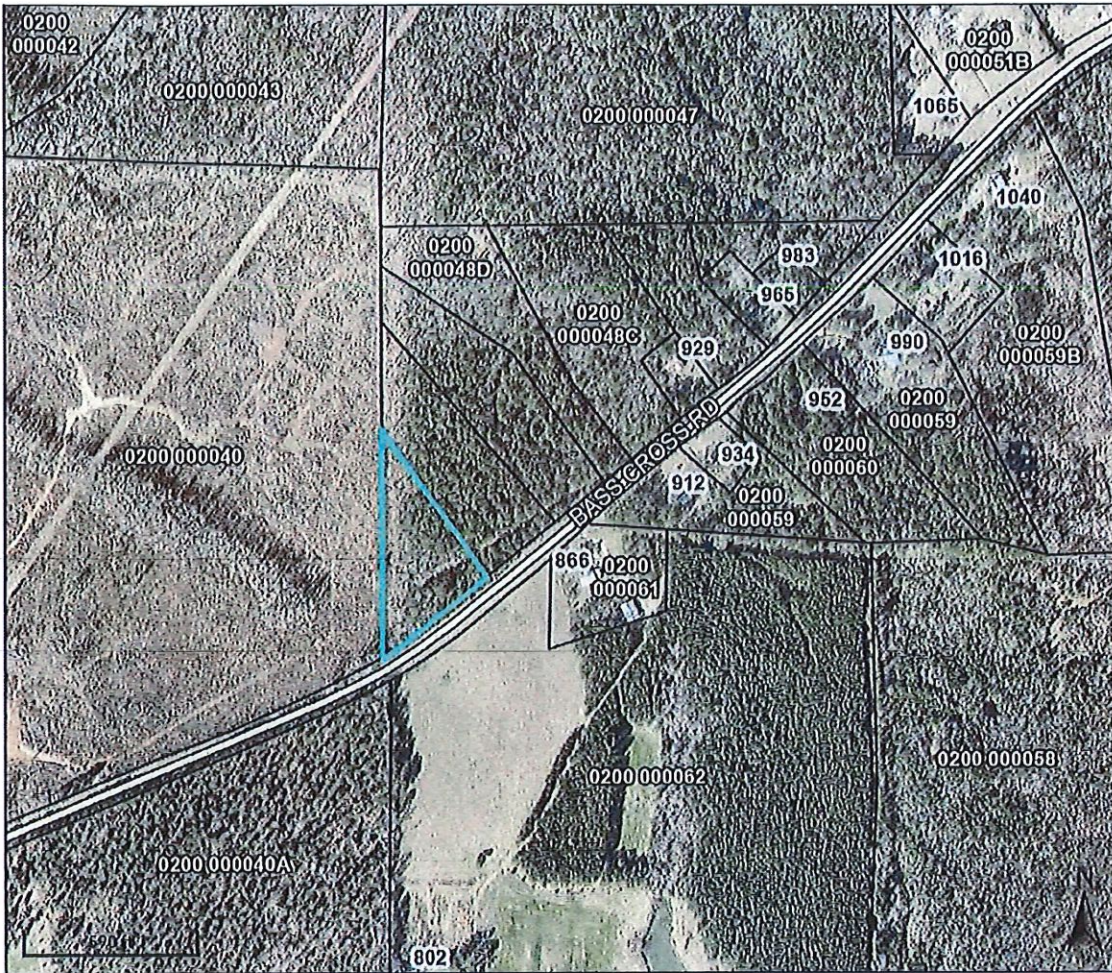
### REQUIREMENTS FOR VARIANCES:

- 1) There are extraordinary and exceptional conditions to the particular piece of property in question because of its size, shape or topography. *No.*
- 2) Such conditions are peculiar to the particular piece of property involved. *No*
- 3) Such conditions are not a result of any action of the property owner. *No*
- 4) Denial of this variance would create unnecessary hardship. *No.*
- 5) Relief, if granted, would not cause a substantial detriment to the public good or impair the purposes and intent of the City of Hogansville Unified Development Ordinance. *While the proposed variance would not cause substantial detriment to the public good, it would conflict with the intent of the City of Hogansville Unified Development Ordinance.*

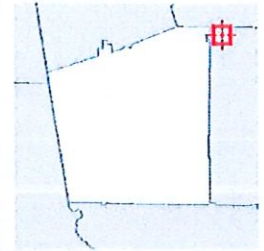
The variance request meets **0** of the **5** variance standards. While the proposed reduction in lot frontage and elimination of the required 10-foot side setback would not harm the general public, it would go against the purpose of the Unified Development Ordinance.

*The recommendations made herein are the opinions of the City of Hogansville staff and do not constitute a final decision. The Hogansville City Council makes the final decision on all Variance Applications at their regularly scheduled meetings.*





Overview



Legend

- Address Numbers
- Parcels
- Roads

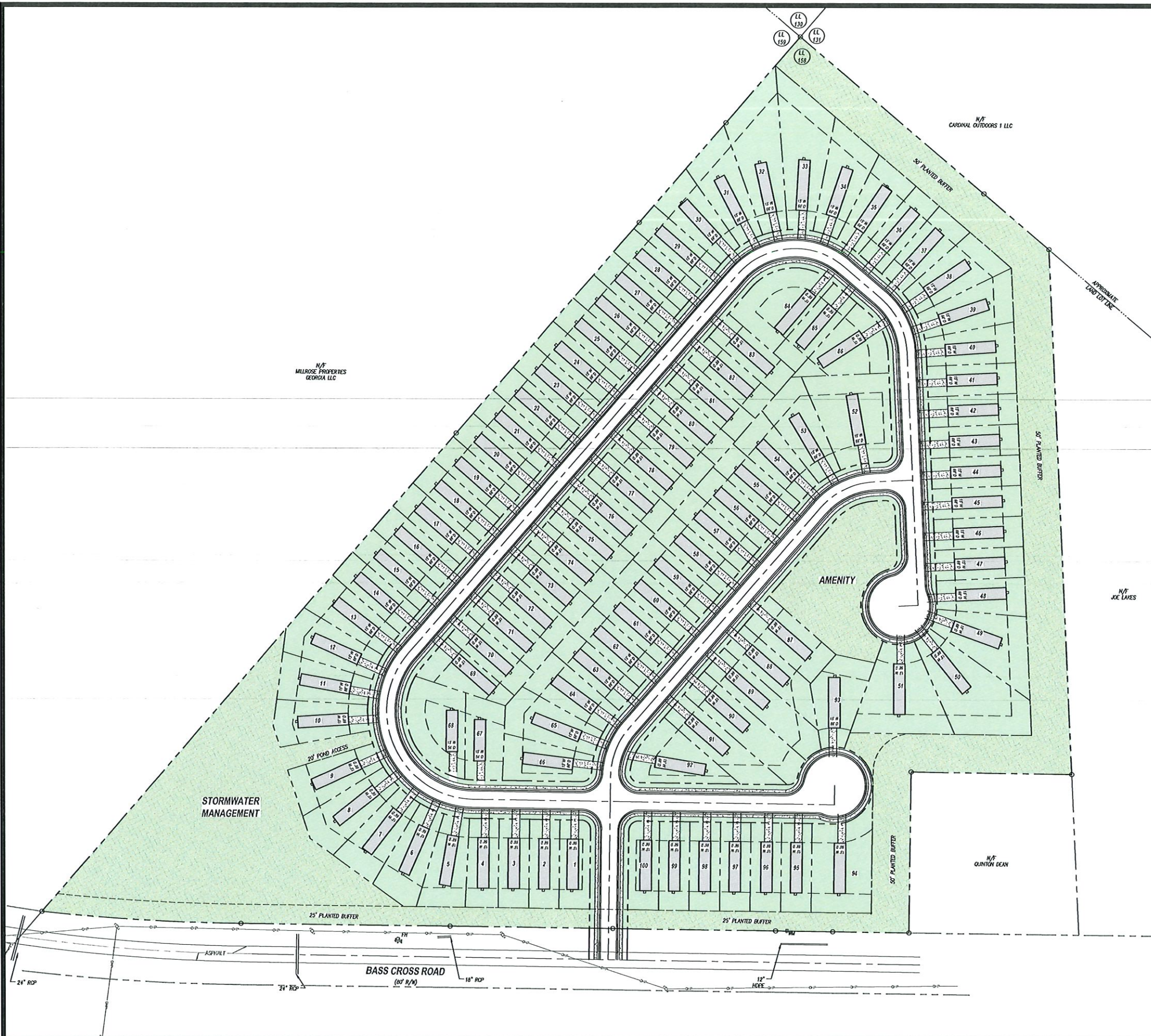
Parcel ID	0200 000048G	Owner	CHISEL MILL DESIGN & BUILD LLC	Last 2 Sales			
Class Code	Residential		160 WHITNEY ST	Date	Price	Reason	Qual
Taxing District	18 - HOGANSVILLE		FAYETTEVILLE, GA 30214	6/26/2024	\$80000	M	U
City	HOGANSVILLE	Physical Address	BASS CROSS RD	3/1/2024		QC	U
Acres	4.0	Assessed Value	Value \$37500				
		Land Value	Value \$37500				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 8/15/2025  
Last Data Uploaded: 8/14/2025 10:48:39 PM

Developed by **SCHNEIDER**  
GEOSPATIAL





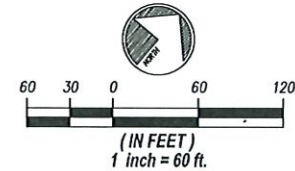
DEVELOPMENT SUMMARY	
ZONING	CORRIDOR MEDIUM-DENSITY RESIDENTIAL DISTRICT (OR-M)
PROPOSED ZONING	CORRIDOR MEDIUM-DENSITY RESIDENTIAL DISTRICT (OR-M)
AREA	20.48 ACRES
OPEN SPACE REQUIRED	1.03 ACRES (5%)
OPEN SPACE PROVIDED	4.19 ACRES (20.5%)
GREEN SPACE REQUIRED	8.20 ACRES (40%)
GREEN SPACE PROVIDED	14.18 ACRES (69.2%)
DENSITY	
SINGLE-FAMILY DETACHED	100 UNITS
PROPOSED DENSITY	4.88 UNITS/ACRE
SETBACKS	
FRONT YARD	25 FEET
SIDE YARD	0 FEET
STREET SIDE YARD	10 FEET
REAR YARD	25 FEET
MINIMUM LOT SIZE	NONE
MINIMUM LOT WIDTH *	40 FEET
BUILDING HEIGHT (MAXIMUM)	40 FEET

- \* OPEN SPACE - 4.19 ACRES (1.03 ACRES + 0.34 ACRES FOR AMENITY)  
(25% OF AMENITY ASSUMED AS PARKING, THEREFORE 25% OF AMENITY REMOVED FROM CALCULATION)
- \* GREEN SPACE - 14.18 ACRES (8.20 ACRES + 0.22 ACRES FOR AMENITY)  
(50% OF AMENITY ASSUMED TO BE PARKING, BUILDING, AND OTHER IMPERVIOUS, THEREFORE 50% OF AMENITY REMOVED FROM CALCULATION)

EXISTING INFORMATION IS BASED ON GIS.  
PLAN MAY CHANGE UPON RECEIPT OF SURVEY.

- \* VARIANCES REQUIRED
- \* CHANGE MINIMUM LOT WIDTH FROM 50 FEET TO 40 FEET

24 HOUR CONTACT:  
JOHN KNIGHT  
404.538.1068



**GEORGIA811**  
Utilities Protection Center, Inc.

Know what's below.  
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**RIDGE PLANNING AND ENGINEERING®**  
8341 OLD HIGHWAY E  
SUITE 207450, WOODBRIDGE, CA 90188  
OFFICE 770.938.9000

LAND PLAN  
BASS CROSS CHISEL MILL  
LAND LOT 158  
11TH DISTRICT  
CITY OF HOGANSVILLE, GEORGIA

OWNER/DEVELOPER  
**CHISEL MILL HOMES**  
160 WHITNEY STREET  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 404.565.1945

REVISIONS  
08.14.2025 - CLIENT REVISION

LAND PLAN  
**LP7**



Application Number: \_\_\_\_\_



City of Hogansville, GA

## Application for Final Plat Approval

Property Owner Name Dream Finders Homes

Address of Project 1731 East Main Street, Hogansville, GA 30230

Phone 770-603-2220 Email lindsay.yarbrough@dreamfindershomes.com

Troup Tax Map No. 0214000028

Project Name (if applicable) Moss Creek Phase 1

### Site Info.:

Zoning: 18-R3

Property Size: 12.82

# of Lots: 79

### Utilities:

Water: Public ☐ Private Well ☐

Sewer: Public ☐ Private Septic ☐

Electric: Underground ☐ Will be overhead ☐

Other: \_\_\_\_\_

Project Description – Please be as specific as possible

Final plat for subdivision with 79 lots.

---



Nature of any proposed changes since the Preliminary Plat/Plan approval – Please be as specific as possible.

---

---

---

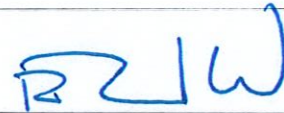
---

---

---

I certify that the foregoing information is true and correct,

this day of September 11 2025



Applicant's Signature



Notary Public

(Affix Seal Here)  
**Jessica Burer**  
**NOTARY PUBLIC**  
**HENRY COUNTY, GEORGIA**  
My Commission Expires  
09/29/2028



## City of Hogansville, GA

### Final Plat Checklist

*Prior to approval of Final Plat, the developer shall pay the development fees and Performance and Maintenance bonds.*

	By	Date
Letter Requesting Review	_____	_____
Application/As built Plans received	_____	_____
Information/Instructions are completed	_____	_____
Scheduled for Planning Commission action	_____	_____
Planning action taken	_____	_____
Scheduled for City Council action	_____	_____
City Council action taken	_____	_____

City decision

Approved ☐

Denied ☐



## Pre-Submittal Requirements:

*The following is required to be installed and completed prior to submittal of an application*

- ☐ Storm Drainage Facilities
- ☐ Structural Stormwater Management Facilities
- ☐ Curb and Gutter
- ☐ Granular Base, Base Asphalt, and Asphalt Topping
- ☐ Water Lines and Fire Hydrants
- ☐ Sanitary Sewer Lines and Manholes
- ☐ Traffic Control Devices and Pavement Markings
- ☐ Soil Erosion Control Measures
- ☐ Pin Marker Locations
- ☐ Underground Utilities
- ☐ Multi-Use Path Connections
- ☐ Landscaping and Street Lighting

## Instructions for the Final Plat

- ☐ Clearly and legibly drawn in black ink by a civil engineer, landscape architect, or land surveyor currently registered in the State of Georgia.
- ☐ Drawn at a scale of not more than 100 feet to one (1) inch
- ☐ (3) 24x36 hard copies and (1) electronic pdf
- ☐ Letter requesting review and approval of the final plat
- ☐ Notice of Termination is handed to Building Clerk
- ☐ A warranty deed describing all street rights-of-way and utility easements to be dedicated to the City without restrictions
- ☐ A title certificate in favor of the City from an attorney licensed to practice law in the City of Hogansville dated the date of the deed certifying that the owner/subdivider of the property owns the property to be dedicated identifying all liens, mortgages, security deeds, mechanics or material men's liens (hereinafter called "liens") affecting the property to be dedicated.
- ☐ Any lien releases, or releases or quitclaim deeds necessary to release the dedicated areas from the liens identified in the attorney's title certificate.
- ☐ A performance bond to guarantee the installation of any infrastructure not installed at the time of the request. (See section 102-C-9-17 of UDO)

☐ A maintenance bond to assure the structural durability, stability and integrity of the associated improvements. (See section 102-C-9-17 of UDO)

☐ Documentation by an engineering testing firm acceptable to the City, certifying that all subgrade conditions, construction and materials meet the City's standards. Said certification shall be based on the level of testing specified by the City.

Information to be provided on Final Plat prior to approval:

☐ Courses, Distances. Courses and distances to the nearest existing street lines or benchmarks or other permanent monuments.

☐ Municipal, County, Land Lot Lines. Municipal, county, or land lot lines accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.

☐ Tax map, block and parcel number.

☐ Drainage Easement Note. The final plat shall have the following note clearly and legibly printed. The owner of record, on behalf of himself (itself) and all successors in interest specifically releases the City of Hogansville from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features shown herein. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by the regulations of the City of Hogansville. The City of Hogansville may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition, which in the judgment of the City Manager, is potentially injurious to life, property or the public roads or utility system. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of the City of Hogansville nor an abrogation of the City's rights to seek reimbursement for expenses from the owner/s of the property/ies of the lands that generated the conditions.

☐ Boundaries. Exact boundary lines of the tract, determined by a field survey giving distances to at least the nearest one-tenth (0.10) foot and angles to at least the nearest minute, which shall be balanced and closed with an error of closure not to exceed 1:10,000.

☐ Streets, Alleys. Exact locations, widths, and names of all streets and alleys within and immediately adjoining the plat.

☐ Street Center Lines. Street center lines showing angles of deflection, angles of intersections, radii, and lengths of tangents.

☐ Lot Lines. Lot lines with dimensions to the nearest one-tenth (0.10) foot and bearings.

☐ Lot Areas. Area of each lot, in acres or square feet, to at least four (4) significant figures.



☐ Lot, Block Identification. Lots numbered in numerical order and blocks lettered alphabetically. (Based on preliminary plat)

☐ Easements, Reservations. Location, dimensions and purposes of any easements and any areas to be reserved or dedicated for public use.

☐ Monuments, Markers. Accurate location, material and description of at least three (3) monuments and markers.

☐ Property identified for public use or dedication and for common use of property owners.

☐ Setbacks. The building setbacks for the parcel shall be applied to the final plat.

☐ Landscape and Stream Buffers. These shall be shown when in areas where such provisions apply.

☐ Addresses. Shall be placed on the final plat for each lot within question, as assigned by the City.

☐ Private Covenants. A statement, either directly on the plat or identified attached document, of any private covenants.

☐ Surveyor's Certificate. A surveyor's certification, directly on the final plat as follows. It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the land subdivision regulations of the City of Hogansville, Georgia have been fully complied with.

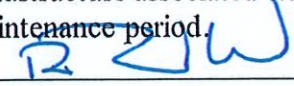
By \_\_\_\_\_  
Reg. Georgia Land Surveyor No.

☐ Owner's Certificate. An owner's certification, directly on the final plat, as follows:

Owner's Certification:

State of Georgia, County of Troup

I, being the owner of the land shown on this plat, hereby certify that: all state, city and county taxes or other assessments now due on this land have been paid; all streets, drainage ways and easements shown hereon are dedicated to the use of the public and enforcement by public safety officials forever; and, that I will be responsible for the maintenance and repair of all infrastructure associated with this development until expiration of the maintenance period.

  
\_\_\_\_\_  
Property Owner

9/11/25  
\_\_\_\_\_  
Date

☐ Health Department Certificate. A certificate of approval of the County Health Department if septic tanks are used, directly on the final plat.

☐ City of Hogansville Certificate. A certificate of acceptance, directly on the plat, as follows:  
The City of Hogansville hereby accepts all street rights-of-way and the improvements therein and any catch basins, junction boxes, storm drainage pipe easements, or other structures or areas outside of said street right-of-way (excluding ditches and other open drainage ways) which are specifically indicated on this plat as being dedicated to the public; however, this certification does not obligate the City to maintain the above stated infrastructure until expiration of the maintenance period.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

☐ Zoning Administrator's Certificate. A certificate of approval of the final plat by the Zoning Administrator, directly on the plat, as follows: Pursuant to the land subdivision regulations of the City of Hogansville, Georgia, all requirements of approval having been fulfilled, this final plat was given final approval on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Zoning Administrator

\_\_\_\_\_  
Date





## Final Plat Application Instructions

An application for a final plat must be completed and signed by the applicant and submitted to City Hall at least 7 days before the next regularly scheduled Planning Commission meeting.

The Planning Commission will consider the application at its next regular meeting. It is the practice of the Commission to deny any application where the applicant is not present. Witnesses may be called, and the applicant has the right to question any witness.

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

The final decision to grant a final plat shall be made by the Hogansville City Council after hearing the recommendation of the Planning Commission. Your presence will be required at both City Council and Planning Commission to answer any questions that may arise. Any appeals of the City Council's decision shall be taken to the proper courts. Once approved, file with County Superior Court and return stamped version to the City.




## Owner Authorization Form

City of Hogansville

This is a written request from (property owner name): Dream Finders Homes, LLC,  
the legal owner of Property (address): 1731 East Main Street, Hogansville, GA 30230,  
Hogansville, Troup County, Georgia; Troup County Tax Parcel Number  
0214000028.

Esta es una petición escrito de (nombre del  
dueño) \_\_\_\_\_, el dueño legal de la Propiedad  
(dirección) : \_\_\_\_\_, Hogansville, Condado de Troup,  
Georgia ; El Número de Parcela Fiscal  
\_\_\_\_\_.



Property Owner Signature/Firma del dueño

9/11/25

Date/Fecha:



Notary Public

Jessica Burer  
(Affix Raised Seal Here)  
NOTARY PUBLIC  
HENRY COUNTY, GEORGIA  
My Commission Expires  
09/29/2028



## Third Party Authorization Form

City of Hogansville's Community Development Department

Created on 10/10/24



City of Hogansville

This is a written request from Dream Finder Homes, LLC, the legal owner of Property: 1731 East Main Street, Hogansville, Troup County, Georgia and the Tax Parcel Number 0214000028. I hereby grant authorization to Falcon Design Consultants, LLC to act as the applicant or agent for submitting requests related to this property.

Esta es una petición escrita de \_\_\_\_\_, el dueño legal de la Propiedad: \_\_\_\_\_, Hogansville, Condado de Troup, Georgia y el Número de Parcela Fiscal \_\_\_\_\_. Por la presente autorizo a \_\_\_\_\_ a actuar como solicitante o representante para presentar solicitudes relacionadas con esta propiedad.



Property Owner Signature/Firma del dueño

9/11/25

Date/Fecha:



Notary Public

(Affix Resigned Seal Here)  
Jessica Durr  
NOTARY PUBLIC  
HENRY COUNTY, GEORGIA  
My Commission Expires  
09/29/2028

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF HOGANSVILLE, GEORGIA**

This Memorandum of Agreement is made and entered into this \_\_\_\_\_ ("Effective Date"), by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia (hereinafter called the "DEPARTMENT"), and **THE CITY OF HOGANSVILLE, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Mayor and City Council or Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT") (collectively DEPARTMENT and LOCAL GOVERNMENT shall be referred to herein as "PARTIES" and individually as "PARTY").

WHEREAS, the DEPARTMENT is undertaking to replace the existing two-lane stop-controlled intersection with single-lane roundabouts on the Interstate 85 northbound and southbound ramps along State Route 54/State Route 100, PI# 0018022, in Troup County, hereinafter referred to as the "PROJECT"; and,

WHEREAS, the DEPARTMENT has primary responsibility for the planning, design, and subsequent construction and delivery of the PROJECT and has already performed the necessary preliminary engineering and design in anticipation of its upcoming construction; and,

WHEREAS, the LOCAL GOVERNMENT desires that modifications be made to the PROJECT'S existing roundabout design and construction plans to accommodate increased traffic volume that is expected to occur when a new large commercial development becomes operational within city limits in the near term ("Modifications"); and,

WHEREAS, the DEPARTMENT is willing to make the Modifications to the PROJECT if the LOCAL GOVERNMENT meets certain conditions set forth herein; and

WHEREAS, the PARTIES wish to arrive at a formal understanding regarding their respective responsibilities as they relate to these Modifications being made to the PROJECT.

NOW THEREFORE, it is hereby agreed and understood by and between the PARTIES to this Memorandum of Agreement that:

1. The LOCAL GOVERNMENT has formally requested in correspondence dated May 20, 2025, that the DEPARTMENT make the Modifications to the PROJECT. In



this correspondence, the LOCAL GOVERNMENT has committed to the DEPARTMENT that the LOCAL GOVERNMENT will pay the preliminary engineering and construction costs incurred in making the design changes for the Modifications to be included in the PROJECT. This correspondence is appended to this Memorandum of Agreement as Attachment A.

2. In substantial reliance upon the LOCAL GOVERNMENT's written commitment to pay these costs, the DEPARTMENT will revise its PROJECT plans to include the Modifications. The estimated preliminary engineering, utility, and construction costs that will be incurred in making the PROJECT Modifications are **Two Million Four Hundred Thirty-Nine Thousand Five-Hundred and Seven Dollars and 04/100** (\$2,439,507.04) ("Cost"). A summary of the estimated Cost to include the Modifications in the PROJECT is set forth in Attachment B of this Memorandum of Agreement.
3. Within thirty (30) calendar days of the Effective Date of this Memorandum of Agreement, the LOCAL GOVERNMENT shall remit to the DEPARTMENT payment in the full amount of the Cost. Failure of the LOCAL GOVERNMENT to timely remit to the DEPARTMENT the entire amount of the Cost shall result in the DEPARTMENT pursuing the PROJECT without the inclusion of any of the Modifications sought by the LOCAL GOVERNMENT. The Cost payment made by the LOCAL GOVERNMENT shall be used by the DEPARTMENT for the sole purpose of paying for the expenses incurred in making the Modifications.
4. The LOCAL GOVERNMENT shall be responsible for paying any expenses incurred by the DEPARTMENT in making the Modifications that exceed the Cost in an amount up to \$121,975.32 ("Cap").
  - a) All expenses related to incorporating the Modifications into the PROJECT in excess of the Cost shall be the sole responsibility of LOCAL GOVERNMENT until the full amount of the Cap has been reached. The DEPARTMENT shall have no financial responsibility for any expenses related to the Modifications incurred on behalf of the LOCAL GOVERNMENT that are greater than the amount of the Cost but less than the full amount of the Cap.
  - b) Within thirty (30) calendar days following the LOCAL GOVERNMENT'S receipt of any written notification from the DEPARTMENT that the Modifications have exceeded the Cost in any amount up to the Cap, the LOCAL GOVERNMENT shall remit that amount ("Supplement") to the DEPARTMENT.
  - c) Failure of the LOCAL GOVERNMENT to timely remit the entire amount of a Supplement payment shall result in the DEPARTMENT having the discretion to proceed with completion of the PROJECT in the manner that



the DEPARTMENT determines best meets the needs of the PROJECT at that time.

- d) The LOCAL GOVERNMENT shall pay the DEPARTMENT any and all reasonable costs the DEPARTMENT may incur as a result of the LOCAL GOVERNMENT's failure to remit any or all of a Supplement payment. Such costs may include, but are not limited to, expenses incurred in having the PROJECT plans redrawn and construction revised to complete the PROJECT on schedule and in a manner that best suits the DEPARTMENT's needs at that time. The DEPARTMENT will send the LOCAL GOVERNMENT an invoice detailing any such costs, which the LOCAL GOVERNMENT shall promptly pay within sixty (60) days of its receipt.
5. All expenses related to incorporating the Modifications into the PROJECT in excess of the Cost shall be the sole responsibility of LOCAL GOVERNMENT unless or until the full amount of the Cap has been reached. In the event that making the Modifications part of the PROJECT is expected to exceed the full amount of the Cap, the DEPARTMENT ultimately will be responsible for determining how to reduce or avoid the additional expenses.
- a) Under no circumstance shall the DEPARTMENT have any obligation to refund or reimburse the LOCAL GOVERNMENT for any portion of the Cost payment or any Supplement payment remitted that were properly expended by the DEPARTMENT under this Memorandum of Agreement.
  - b) At the request of the LOCAL GOVERNMENT, the DEPARTMENT will provide an accounting for the use of the Cost payment as well as any Supplement payment that has been remitted. Any amount of the Cost payment and/or a Supplement payment not expended by the DEPARTMENT on the Modifications for the PROJECT shall be returned to the LOCAL GOVERNMENT within sixty (60) days after the PROJECT is completed.
6. Nothing in this Memorandum of Agreement shall be construed to require the DEPARTMENT to collaborate with or obtain any approval from the LOCAL GOVERNMENT or any third party in making any decision pertaining to the PROJECT or the Modifications. The DEPARTMENT shall have the sole and ultimate authority to make all final decisions regarding the preliminary engineering, design, utility work, and construction of the PROJECT.
7. If, at any point, the DEPARTMENT determines that state and/or federal funding no longer adequately exists to fully finance the PROJECT, the DEPARTMENT, in its sole discretion, may make the decision to suspend or terminate the PROJECT. Written notification of this decision will be promptly made to the LOCAL GOVERNMENT.



Under no such circumstances shall the DEPARTMENT have any obligation to the LOCAL GOVERNMENT to refund or repay any or all of the Cost payment or a Supplement payment that the DEPARTMENT in good faith lawfully expended in furtherance of making the Modifications to the PROJECT.

8. Time is of the essence in the performance of the obligations set forth in this Memorandum of Agreement.
9. The Whereas Clauses and Attachments to this Memorandum of Agreement are incorporated herein by reference.
10. Except as herein provided, the PARTIES will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other PARTY.
11. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Memorandum of Agreement. This Memorandum of Agreement is made and entered into for the sole protection and benefit of the PARTIES, and their respective successors and assigns. No other persons, corporations, government entities, limited liability companies, businesses, or any other party shall have any rights, or legal standing to assert any rights, under this Memorandum of Agreement in any manner.
12. No failure of either PARTY to exercise any right or power given to such PARTY under this Memorandum of Agreement or to insist upon strict compliance by the other PARTY with the provisions of this Memorandum of Agreement, and no custom or practice of either PARTY at variance with the terms and conditions of this Memorandum of Agreement will constitute a waiver of either PARTY'S right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Memorandum of Agreement.
13. If any one or more of the provisions contained herein is for any reason held by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Memorandum of Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. The PARTIES recognize and agree that it may be necessary or convenient to amend this Memorandum of Agreement so as to provide for the orderly implementation of the undertakings described herein. The PARTIES agree to cooperate fully in connection with such amendments if and as determined necessary; provided, however, that no amendment to this Memorandum of Agreement will be binding on either PARTY hereto unless such amendment is properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

15. This Memorandum of Agreement is executed in Fulton County of the State of Georgia, and all matters pertaining to its validity, construction, interpretation and effect shall be governed by the laws of the State of Georgia. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of a PARTY hereto.
16. This Memorandum of Agreement may be executed by electronic signature or delivered and signed in counterparts. All counterparts taken together shall constitute one and the same Memorandum of Agreement and shall be fully enforceable as such. Delivery of counterparts via email with any scanned attachment shall be effective as if originals thereof were delivered.
17. This Memorandum of Agreement supersedes all prior negotiations, discussions, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Memorandum of Agreement.

**(SIGNATURES CONTAINED ON THE NEXT PAGE.)**



IN WITNESS WHEREOF, the PARTIES have hereunto set their seals the day and year first written above.

**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

**THE CITY OF HOGANSVILLE, GEORGIA**

BY: \_\_\_\_\_  
Russell R. McMurry  
Commissioner

BY: \_\_\_\_\_  
Jake Ayers  
Mayor

(SEAL)

(SEAL)

ATTEST:

Signed, sealed and delivered this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_, in the  
presence of:

\_\_\_\_\_  
Angela O. Whitworth  
Treasurer

\_\_\_\_\_  
Notary Public

This Agreement approved by Local  
Government, the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Attest

\_\_\_\_\_  
Name and Title

FEIN: \_\_\_\_\_

ATTACHMENT A  
CORRESPONDENCE FROM THE CITY OF HOGANSVILLE  
DATED MAY 20, 2025

Mayor Jake Ayers  
Michael Taylor, Jr., Post 1  
Jason Baswell, Post 2  
Mandy Neese, Post 3  
Mark Ayers, Post 4  
Kandis Strickland, Post 5



Lisa Kelly, City Manager  
Oasis Nichols, Assistant City Manager  
Alex Dixon, City Attorney

111 High St  
Hogansville GA 30230-1196  
706-637-8629 | cityofhogansville.org

May 20, 2025

GDOT Office of Program Delivery  
&  
GDOT Office of Legal Services

RE: PI #0018022  
Hogansville Roundabout Design

Dear Office of Program Delivery & Office of Legal Services,

The City of Hogansville would like to formally request that the roundabout design on project PI #0018022 be modified to accommodate the projected traffic from Project Hummingbird.

Modifications are directly related to results from the traffic study submitted in late 2024, paired with traffic generation anticipated from Project Hummingbird. Please reference the revised PI #0018022 layout produced and submitted by WSP showing proposed lane configuration modifications.

The City understands there will be an increase in the project Preliminary Engineering & Construction costs associated with the requested design changes and commits to paying that amount as part of a separate agreement between the City and Project Hummingbird.

Thank you for your consideration of the modifications to this project. If any additional information is needed, please let us know.

Best Regards,

Lisa Kelly  
City Manager  
City of Hogansville



## ATTACHMENT B MODIFICATIONS

### CITY OF HOGANSVILLE P.I. 0018022, TROUP COUNTY INTERSTATE 85 AT STATE ROUTE 54/STATE ROUTE 100

#### CCST UPDATES FOR REVISED PROJECT ENGINEERING, UTILITIES, AND CONSTRUCTION

##### Construction Costs

- Current (single-lane roundabouts) construction cost estimate: **\$4,482,107.47**
  - o Prepared 4/30/2025
  - o Based off preliminary plans that have been reviewed by GDOT and updated in accordance with comments provided by Engineering Services and other Offices at the PFPR.
  - o 5% contingency applied to in accordance with GDOT Policy 3A-9 for projects reconstruction/rehab projects with no added capacity that have completed PFPR.
- Estimated construction cost of new project scope (multi-lane roundabouts): **\$6,316,614.51**
  - o Prepared 7/21/2025
  - o Based off conceptual layout design of multilane roundabout configuration.
  - o 15% contingency applied in accordance with GDOT Policy 3A-9 for conceptual level estimates for reconstruction/rehabilitation projects that add capacity.
- **Difference: \$1,834,507.04**

##### Utility Costs

- Current reimbursable utility cost estimate (single-lane roundabouts): **\$240,000.00**
  - o Prepared 8/20/2024.
- Estimated reimbursable utility cost of new project scope (multi-lane roundabouts): **\$350,000.00**
  - o Based on the anticipated increase in impacts to facilities owned by Diverse Power resulting from the increased project footprint.
- **Difference: \$110,000.00**
- *Note: Neither cost estimate shown above includes non-reimbursable utility relocation costs that will be the responsibility of the respective utility owners.*

##### Right of Way Costs

- At this time, neither the current scope (single-lane roundabouts) and proposed scope (multi-lane roundabouts) require ROW acquisition nor any ROW cost.

##### Engineering (PE) Costs

- Photometrics and preliminary lighting plans recreated based on the new footprint: **\$30,000.00**
- Environmental report updates to "Assessment of Effects" reports: **\$60,000.00**
- Revised Concept Report: **\$50,000.00**
- Updated horizontal and vertical geometric design and associated changes: **\$200,000.00**
  - o Pedestrian accommodations (including signal design (RRFBs) on multilane approaches per new PROWAG)
  - o Case 3 roundabout features per GDOT Roundabout Design Guide
  - o Revised signage/markings for lane assignments
  - o New coordination with GDOT Bridge Office
- Roundabout validation of new roundabout design: **\$30,000.00**
- New drainage design: **\$50,000.00**
- Contingency rider: **\$75,000.00**
- **Total: \$495,000.00**

**Total Difference: \$2,439,507.04**

## **Proposal for funding for Trap-Neuter-Return (TNR)** **Hogansville Georgia**

**We are requesting one thousand dollars (\$1,000) for the purpose of spay/neuter, vaccinations and basic veterinary care for the community cats in Hogansville, Georgia. We will maintain detailed records, provide updates as often as requested and maintain all receipts.**

### **The organization:**

- Troup County Animal Coalition, Inc. (certificate of incorporation 4/6/25)
- Employer Identification number 39-2135055 (assigned 5/13/25)
- Address: 107 Shannon Drive, LaGrange, GA 30241

### **How it started:**

There was a cat with a degloved tail at the Valero by the interstate entrance. I reached out for help to find there were no resources. I discovered very sick kittens (approximately 6 weeks old) at the same location during the snow storm in 2024. I took them home and nursed them back to health.

March 2025 - began partnership with Cindy Lauer who leads Whiskers and Paws, a successful TNR organization in Coweta County.

### **Why it matters:**

- Trap-Neuter-Return is the best course of action for community cats because it ends the breeding cycle and stops behaviors associated with mating such as fighting, roaming, spraying and excessive vocalizing.

### **Previous trainings (in partnership with Whiskers-N-Paws):**

- March 8th - 319 Grayson Trail Clubhouse, Hogansville
- April 26th - 107 Shannon Drive, LaGrange, Hogansville
- UPCOMING: October 25th - Blue Sky Community Outreach, Hogansville

### **Cats trapped, spayed/neutered, vaccinated, vetted (Hogansville specific):**

- April 2025 - Three cats from Valero - 1945 East Main St.
  - One male with degloved tail - neutered, tail amputated, vaccinated, flea treatment
  - One pregnant female - spayed, vaccinated, flea treatment
  - One male - neutered, vaccinated, flea treatment
- August 2025 - Four cats from Karvelas - 104 Commerce St. (elderly gentleman who lived on Johnson and was feeding passed away) - we had 8 trapped and had 4 appointments
  - One male already neutered, flea treatment, vaccinated (adopted)
  - Two male neutered, flea treatment, vaccinated
  - One female spayed, flea treatment, vaccinated
- August 2025 - two cats from Karvelas, one cat from Valero



- Valero - One female spayed, vaccinated, treated for fleas
- Karvelas - One female already spayed, treated for fleas and lice
- Karvelas - One male neutered, vaccinated treated for fleas and lice

**NOTE:** We have been working in LaGrange, as well

- Aside from cats spayed/neutered, one cat had her leg amputated and one had his eye removed due to severe damage.

**Current need (known):**

- Valero - one kitten (sex unknown) and one female
- Karvelas - one pregnant female - total number of cats unknown
- Waffle House - one intact male and one kitten (sex unknown)
- Village Food Mart - 301 Askew - total number of cats unknown

**Cost at clinics:**

- PAWS - 4900 Milgen Road, Columbus
  - \$35 all inclusive
- Lifeline - 2533 Sullivan Road, Atlanta
  - \$50 for spay/neuter
  - Upcharge if cat is in heat, pregnant, requires parasite treatment, etc.
- Auburn University - 1220 Wire Road, Auburn
  - Connecting and gathering information
- HELP Spay/Neuter - 12 The Crescent, Newnan
  - Possible resource

**What we need:**

- Volunteers for transport, trapping and holding after trapping and after surgery
- Donations (we are currently using our own vehicles/gas, funding all surgeries and equipment purchases)
- Public education on spay/neuter
- Additional resources for spay/neuter
- Partnership with local shelters/rescues for kittens/pets that have been put out

## POPULATION STATISTICS

"Data from scientific studies yield facts to reveal truths about free-roaming cats. A study of 2332 female cats revealed an average of 1.4 litters/year with litters averaging three kittens/litter. Approximately 75% of kittens died or disappeared by six months of age. Trauma was most common cause of kitten death when cause could be identified.

One recent study compiled data from seven groups in various geographic regions of the USA (including FCSNP) that involved 103,643 cats presented to TNR groups for sterilization. Intact female cats comprised 53.4%, intact male cats comprised 44.3% and the remaining cats were already altered. At surgery, 15.9% were pregnant with pregnancy rates peaking during March/April for all groups." [Feralcatproject.org](http://Feralcatproject.org)

Quick Facts (vacuum effect) - [Alleycat.org](http://Alleycat.org)

- If cats are removed from their outdoor home, it creates a territorial opening, or vacuum, that will not remain empty.
- Removing cats from an area may cause a temporary decrease in the cat population, but more cats WILL take their place—and it won't take long.
- This phenomenon is known in conservation studies as the Vacuum Effect. The Vacuum Effect has been observed in many species, not just cats.
- Catching and removing (or killing) cats is therefore futile. It is an expensive, deadly cycle which yields no long-term benefits.
- Trap-Neuter-Return (TNR) is the only way to stabilize cat populations. It is the humane, effective approach to community cats and is sound public policy.

Female cats go into heat around 4-6 months old. They can give birth around five times per year and have an average of three to six kittens per litter. In other words, one female can produce up to 30 kittens per year. In turn, those kittens (the ones that survive) grow and reproduce at the same rate (summary from multiple online resources).



