



City of Hogansville
City Council
Public Hearing & Regular Meeting Agenda
Tuesday, September 8, 2026 – 7:00 pm

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

Mayor: <i>Jake Ayers</i>	2029	City Manager: <i>Lisa E. Kelly</i>
Council Post 1: <i>Michael Taylor, Jr</i>	2029	Assistant City Manager: <i>Oasis Nichols</i>
Council Post 2: <i>Jason Baswell</i>	2029	City Attorney: <i>Alex Dixon</i>
Council Post 3: <i>Mandy Neese *</i>	2027	Chief of Police: <i>Jeffrey Sheppard</i>
Council Post 4: <i>Mark Ayers</i>	2027	City Clerk: <i>LeAnn Lehigh</i>
Council Post 5: <i>Kandis Strickland</i>	2027	* Mayor Pro-Tem

PUBLIC HEARING 1 – 7:00 PM

1. Public Hearing to hear citizen comments on the variance request for 811 E. Main Street, Troup County Tax Parcel 0213B006006, to reduce the minimum required lot frontage from 75 feet to 66.79 feet

PUBLIC HEARING 2

1. Public Hearing to Hear Citizen Comments on the Proposed 2026 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 8, 2026
2. Approval of Minutes: Work Session Meeting August 17, 2026
3. Approval of Minutes: Regular Meeting August 17, 2026

PRESENTATION

1. Proclamation – Ricky Thrash Day

CITIZEN APPEARANCES

1. Jimmy Norred to Discuss Data Center Impacts
2. Michael Taylor, Sr. to Discuss Parks & Recreation Gym

NEW BUSINESS

1. Resolution - Extension of Data Center Moratorium
2. Resolution - Early Voting
3. Zoning Variance – 811 E. Main Street
4. Recycling Center Fencing
5. Approval of Sewer Repair - East Main Street
6. Discussion of Animal Shelter Services Agreement

Upcoming Dates & Events

- September 15, 2026 – 5:30 – 8pm | National Night Out at Hogansville Elementary School
- September 17, 2026 – 6:00 pm | Meeting of the Planning & Zoning Commission at Hogansville City Hall
- September 21, 2026 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall
- September 22, 2026 – 6:00 pm | Meeting of the Downtown Development Authority at Hogansville City Hall

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

The Royal Theater Happenings

- Friday, September 11, 2026 – 7:00 pm | MOVIE: A Fish Called Wanda
- Saturday, September 12, 2026 – 7:00 pm | MOVIE: Rocky
- Saturday, September 19, 2026 – 7:30 pm | LIVE EVENT: An Evening with Kathy Mattea
- Friday, September 25, 2026 – 7:00 pm | MOVIE: Doctor Zhivago

Purchase tickets online 1937royaltheater.org or call the box office 706-955-4870

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



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

Work Session Meeting

August 17, 2026

Call to Order: Mayor Jake Ayers called the Work Session to order at 6:01 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 Clerk LeAnn Lehigh, City Attorney Alex Dixon, and Police Chief Jeff Sheppard.

1) Zoning Variance – 811 E. Main Street

A zoning variance request for 811 East Main Street was discussed. The applicant is requesting a lot frontage variance to reduce the required frontage from 75 feet to 66.79 feet. Staff noted that the lot was platted prior to the adoption of the current code and that the request meets all five variance standards established by the UDO. Staff recommended approval, and all required public notifications have been completed.

The Planning and Zoning Commission recommended approval of the variance at its July 16 meeting. The Historic Preservation Commission also reviewed plans for a single-family residence on the property at its June 16 meeting.

It was noted that the variance request was not listed on the agenda for the evening's regular meeting for a Public Hearing. Staff determined after the meeting to readvertise for the public hearing and to hold it on September 8th, 2026.

2) Appeal of Hogansville Historic Preservation Decision – Certificate of Appropriateness – 203 Johnson Street

Council discussed an appeal of the decision by the Historic Preservation Commission regarding property located at 203 Johnson Street. The property owner's request to use board and batten siding was denied based on the Historic Preservation Commission's 1992 design guidelines. Council discussed concerns that the guidelines are outdated and noted that the existing home has vinyl siding and is currently in poor condition. The proposed renovation was viewed as a significant improvement to the property.

Council discussed the Historic Preservation Commission's concern that board and batten siding is not commonly found in the surrounding area; however, the new library was cited as a nearby example of its use. Council also discussed the need to update the Historic Preservation Commission's design guidelines to provide clearer standards and reduce the need for appeals of Commission decisions. There was general consensus that efforts to renovate and improve dilapidated properties should be encouraged.

3) Animal Shelter Services Agreement Discussion

Council held an introductory discussion regarding a proposed Animal Shelter Service Agreement. Currently, the cities of Hogansville and LaGrange and Troup County share the operational costs of the LaGrange Animal Shelter based on the number of animals brought to the facility. Under the proposed agreement, Animal Ark Rescue would assume operation of the facility from the City of LaGrange. The new operation would accept both cats and dogs, providing an additional benefit to the City.

Council identified concerns with the draft agreement, including the allocation of startup costs between Hogansville and Troup County and the lack of provisions addressing how donations received by Animal Ark Rescue would offset operational costs for the participating local governments. Council also discussed adding annual reporting requirements to provide information regarding expenses and animal intake.

Council agreed to provide feedback on the proposed agreement by Friday, as Animal Ark Rescue plans to begin operations in January.

Mayor Ayers adjourned the Work Session at 6:28 pm.

Respectfully,

LeAnn Lehigh
City Clerk



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

August 17, 2026

REGULAR MEETING

Call to Order: Mayor Jake Ayers called the Regular Meeting to order at 7:00 pm. Present were Mayor Ayers, Council Member Michael Taylor, 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, City Clerk LeAnn Lehigh, and Police Chief Jeff Sheppard.

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

CONSENT AGENDA

Motion: Council Member Strickland moved to amend, then approve the Consent Agenda, adding a Presentation after Citizen Appearance to Introduce the City's newest employees, and striking item number 2 under New Business (Zoning Variance – 811 E. Main Street). The motion was seconded by Council Member Neese.

Motion Carries 5-0

PRESENTATION

1. H.E.L.P. Spay/Neuter Clinic

Sean with H.E.L.P. Spay/Neuter Clinic in Newnan is partnering with the City on a monthly basis to assist with pet overpopulation and animal health. H.E.L.P. Spay/Neuter Clinic will also participate in the Hogansville Hummingbird Festival, offering vaccination and microchipping services.

CITIZEN APPEARANCES

1. Albert Prado to Discuss UDO Ordinance Regarding Data Centers

Albert Prado of 700 E. Main Street addressed Council and requested that action on the proposed UDO amendments be delayed until all suggested revisions have been reviewed and incorporated. He also requested that the current moratorium on data center development be extended for at least 90 days.

2. Paula Darden to Discuss Negative Aspects of Data Centers

Paula Darden of 701 E. Main Street raised ethical and environmental concerns about approving the data center deal and urged Council not to approve the Hightower Road data center project.

3. Ila Burdett to Discuss Zoning

Ila Burdett of 301 Maple Drive requested the council postpone the vote to create a stronger ordinance.

PRESENTATION

1. Hogansville Police Chief Jeffrey Sheppard introduced Lieutenant Lisa Lindsey as the City's new Code Enforcement Supervisor. Lieutenant Lindsey previously served with the Troup County Marshal's Office and is a U.S. Navy veteran, where she served as a hull maintenance technician. She has 16 years of law enforcement experience, including 11 years of experience in code enforcement, animal control, and abatements.
2. City Manager Lisa Kelly introduced Stephanie Savage as the City's new Deputy City Clerk. Ms. Savage brings extensive governmental experience to the position and has already begun assisting with the City's records retention efforts.

NEW BUSINESS

1. ***Ordinance – 2nd Reading and Adoption – UDO Text Amendments to Create & Establish Heavy Industrial (H) Zoning District, Adoption of Standards & Regulations for Data Center Developments, and Establishment of Procedures and Requirements Related to Developments of Impact***

Motion: A motion was made by Council Member Taylor to deny the Ordinance regarding UDO Text Amendments for Data Center Developments. The motion was seconded by Council Member Neese.

Discussion: None

Motion Carries 4-1 with Council Member Ayers opposed.

2. *Extension of Moratorium*

Motion: A motion was made by Council Member Neese to extend the moratorium until the next Council Meeting on Sept 8. The motion was seconded by Council Member Strickland.

Discussion: None

Motion Carries 5-0

3. *Appeal of Hogansville Historic Preservation Decision – Certificate of Appropriateness – 203 Johnson Street*

Motion: A motion was made by Council Member Neese to approve the appeal of the HPC decision, allowing the homeowner to proceed with their project as per their concept drawing. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

4. *Bid Award – Hipp Park Gazebo*

Motion: A motion was made by Council Member Neese to award the bid to Right Angle Roofing for full replacement of the Hipp Park Gazebo, in the amount of \$35,000. The motion was seconded by Council Member Baswell.

Discussion: The Hogansville Charitable Trust has committed \$10,000 towards the rebuild in exchange for a partnership plaque.

Motion Carries 5-0

EXECUTIVE SESSION

1. *Litigation Exemption*

Council Member Strickland made a motion to move into Executive Session at 8:07 pm under the Litigation Exemption. The motion was seconded by Council Member Neese.

Motion Carries 5-0

The Regular Meeting was reconvened at 8:16 pm.

NEW BUSINESS (Continued)

5. *Ante Litem*

Motion: A motion was made by Council Member Neese to deny the Ante Litem. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Carries 5-0

ADJOURNMENT

On a motion made by Council Member Neese and duly seconded, Mayor Ayers adjourned the meeting at 8:47 pm.

Respectfully,



LeAnn Lehigh
City Clerk



A PROCLAMATION OF THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE

WHEREAS, the City of Hogansville recognizes individuals whose lives exemplify dedicated service, leadership, education, and compassion; and

WHEREAS, Ricky Thrash has devoted his life to serving the people of Hogansville and surrounding communities through funeral service, education, civic leadership, and community involvement; and

WHEREAS, Ricky Thrash began working around the funeral home at the age of 12, earning his mortician's license in 1985 after graduating from Gupton Jones Mortuary College and taking over the funeral home in 1986. For approximately 56 years, he has provided dignity, compassion, and comfort to countless families; and

WHEREAS, Ricky Thrash earned a Bachelor's Degree in Physical Education from Central State University, a Master's Degree in Educational Leadership from Troy State University, and a Specialist Degree in School Administration from Troy State University. He devoted 32 years to education and administration before retiring from the Troup County School System in 2012; and

WHEREAS, Ricky Thrash has provided 22 years of dedicated civic service to the City of Hogansville, including 20 years as Chairman of the Planning and Zoning Commission, helping guide the growth, development, planning, and future of our community; and

WHEREAS, his life reflects an extraordinary legacy of leadership, compassion, education, and service, touching countless lives and strengthening the community he proudly calls home;

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Mayor and City Council of the City of Hogansville, Georgia, do hereby proclaim August 21, 2026

Ricky Thrash Day

in the City of Hogansville, Georgia, in recognition and appreciation of Ricky Thrash's 56 years of service in the funeral profession, 32 years in education, and 22 years of dedicated civic service to our community.

PROCLAIMED AND SIGNED this 8th day of September, 2026.

By: _____
Jake Ayers, Mayor

By: _____
Michael Taylor, Jr., Member of Council

By: _____
Jason Baswell, Member of Council

By: _____
Mandy Neese, Member of Council

By: _____
Mark Ayers, Member of Council

By: _____
Kandis Strickland, Member of Council

Entry #: 59 - Jimmy Norred

Status: Submitted

Submitted: 8/27/2026 10:07 AM

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

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

Name

Jimmy Norred

Phone

(706) 523-1851

Meeting date for which you wish to appear

9/8/2026

Question/Issue you wish to discuss:

Economic benefits from a data center

Please describe in detail:

Would like to know what economic impact a data center would benefit the citizens

Have you previously discussed this with the City Manager?

No

If yes, when?

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

No

What was the response from such discussion(s)?

None

Why was the above response not adequate?

None

What is the resolution you seek?

Some answers

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

**A RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF HOGANSVILLE, GEORGIA
EXTENDING THE PRIOR MORATORIUM WITH RESPECT
TO THE ESTABLISHMENT AND/OR EXPANSION OF DATA
CENTERS AND/OR CRYPTO MINING OR CYBER
CURRENCY MINING FACILITIES WITHIN THE CITY**

WHEREAS, the City of Hogansville, Georgia, a municipal corporation in Troup County, Georgia, is lawfully empowered to regulate commercial and industrial development within its corporate limits, including the establishment of zoning districts and regulations, in order to protect and preserve the public health, safety, welfare and property values of the citizens of the City; and

WHEREAS, the Mayor and Council, as the governing authority of the City of Hogansville, Georgia, consider its ability and duty to so regulate commercial development and zoning as a valid, substantial and important governmental purpose which justifies said regulation; and

WHEREAS, the Mayor and Council of the City of Hogansville desire to review that portion of its ordinances relating to data centers and crypto mining or cyber currency mining facilities, in order to consider zoning classifications, districts, and/or regulations and standards for location, distance, buffers, noise and other potential ancillary impacts of data centers, crypto mining facilities and/or cyber currency mining facilities, including the potential effects of any such facilities on surrounding properties as well as the City and properties surrounding the City, and

WHEREAS, on February 3, 2026, the Mayor and Council initially adopted a Moratorium on establishing and/or expanding data centers and/or crypto mining or cyber currency mining facilities for ninety (90) days, which Moratorium has been extended multiple times, with the current Moratorium scheduled to expire on September 8, 2026; and

WHEREAS, the Mayor, Council, staff and citizens have been diligently working on the consideration, drafting and review of ordinances to address such issues, but such review and process are not yet complete; and

WHEREAS, during the review and proposal of any proposed modifications to said existing ordinances and/or other provisions, the Mayor and Council desire to maintain the status quo within the City and provide consistent regulation of any such facilities moving forward;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE, GEORGIA, AND IT IS SO RESOLVED BY THE AUTHORITY THEREOF, that the moratorium for any application or the acceptance of any application relating to the establishment of a new data center, crypto mining facility or cyber currency mining facility, including but not limited to any applications for the expansion of any such existing facilities, special land use permits, rezonings, land disturbance permits, building permits, business licenses, or certificates of occupancy within the City of Hogansville, Georgia, is hereby extended and/or imposed, and no such licenses, permits or permissions with respect to the establishment, expansion or development of a data center, crypto mining facility and/or cyber currency mining facility shall be acted upon by the City of Hogansville for _____ (____) days from the date of the adoption of this Resolution extending such previous moratorium.

For the purposes of this Resolution, the term “data center” means a physical room, building, structure, and/or facility that principally houses infrastructure for building, running, processing, hosting, delivering and/or transmitting data, applications and/or services, and/or for storing and managing the data associated with those applications and/or services.

For the purposes of this Resolution, “crypto mining facility” and/or “cyber currency mining facility” means a physical room, building, structure, and/or facility that principally houses infrastructure for the mining, hosting, storing and/or transfer of crypto currency, cyber currency, and/or any other similar digital currency.

This moratorium extension shall immediately expire _____ () days from the date of adoption of this Resolution unless shortened, extended or otherwise modified by further official action of the Mayor and Council of the City of Hogansville.

No applications for the designated permissions, licenses, or permits referenced above shall be received or accepted until such time, absent subsequent action by the Mayor and Council of the City of Hogansville.

BE IT FURTHER RESOLVED that the Mayor and Council of the City of Hogansville, Georgia, take this action in their discretion after determining that such is reasonably necessary, in the interests of the public generally, and that said moratorium extension is designed to accomplish the purposes as outlined herein and will not be unduly oppressive upon any individuals or entities which may be affected by such Resolution.

SO RESOLVED, this _____ day September, 2026.

BY: _____
Mayor

ATTEST: _____
Clerk



**RESOLUTION OF
CITY OF HOGANSVILLE**

A RESOLUTION OF THE CITY OF HOGANSVILLE, GEORGIA TO AUTHORIZE EARLY VOTING FOR THE NOVEMBER 3, 2026 ELECTION; TO AUTHORIZE THE EXECUTION OF APPROPRIATE AGREEMENTS BETWEEN THE CITY OF HOGANSVILLE AND THE TROUP COUNTY BOARD OF ELECTIONS WITH RESPECT TO SUCH EARLY VOTING; FOR THE APPROVAL OF EXPENSES INCURRED FOR SUCH EARLY VOTING; AND TO DIRECT AND AUTHORIZE THE MAYOR TO UNDERTAKE ANY FURTHER ACTIONS CONSISTENT WITH SUCH ARRANGEMENTS FOR EARLY VOTING.

WHEREAS, in an effort to assist the citizens of Hogansville, Georgia in exercising their right to vote, specifically including allowing citizens the option of early voting within the City limits of the City of Hogansville, Georgia rather than traveling to the Troup County Courthouse, as well as help alleviate burdens at the voting precinct in Hogansville, Georgia on election day;

IT IS THEREFORE RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE, GEORGIA AS FOLLOWS:

Section 1. Early voting shall be authorized at a physical location within the city limits of Hogansville, Georgia at a location mutually agreed upon by the City of Hogansville and the Troup County Board of Elections, with such location currently planned to be 600 E. Main Street, Hogansville, Georgia 30230, identified as the City Municipal Annex;

Section 2. The City hereby agrees to pay for the expenses related to such early voting currently estimated to be approximately \$5,500;

Section 3. The City hereby agrees that the dates for such early voting period for the November 3, 2026 election being Monday, October 26, 2026 through Friday, October 30, 2026 from 8:00 am until 5:00 pm, as well as one Saturday, October 24, 2026, from 9:00 am until 5:00 pm.

Section 4. The City hereby directs and authorizes the Mayor of the City of Hogansville, Georgia or the designee of the Mayor to act in connection with this Resolution.

Section 5. Any motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

PASSED, ADOPTED, APPROVED, SIGNED, and EFFECTIVE this 8th day of September, 2026.

ATTEST:

Mayor Jake Ayers

City Clerk
[SEAL]

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: August 17, 2026 SUBMITTED BY: Dhayna Portillo 

AGENDA TITLE: Variance Request – 811 East Main Street

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

☐ Ordinance (No. ____)

☐ Contract

☐ Information Only

☐ Public Hearing

☐ Resolution (No. ____)

☐ Ceremonial

☒ Discussion/Action

☐ Other

BACKGROUND (Includes description, background, and justification)

Property owner and applicant Nathan Tilson, on behalf of Venture Planning & Development, has submitted a request for a lot frontage variance for a 0.85 acre tract located at 811 East Main Street (Tax Map Parcel No. 0213B006006). The applicant is requesting a reduction in the required minimum lot frontage from 75 feet to 66.79 feet to allow for the construction of a single-family residence on the currently vacant lot.

On June 16, 2026, the Historic Preservation Commission approved a Certificate of Appropriateness for the property.

At its regular meeting on July 16, 2026, the Hogansville Planning Commission voted to recommend approval of the requested lot frontage variance 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)

Staff recommends approval of the variance request, as recommended by the Hogansville Planning Commission on July 16, 2026. The proposed variance satisfies all five variance standards that are listed within the Unified Development Ordinance. An administrative variance was not applicable because the requested lot frontage exceeded the maximum 10% reduction allowed from the required dimension.

Application Number: 2026-2V02



Application for Zoning Variance

Property Owner Name: Venture Planning & Development/Nathan Tilson

Address: 202 Commerce Street Hogansville, GA 30230

Phone: 770-301-6947

Email: nathantilson@att.net

Troup Tax Map No.: 0213B006006

Address for which
variance is requested: 811 E Main Street Hogansville, GA 30230

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

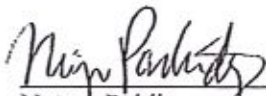
The front of the lot is 66.79' wide and the city's UDO requires 75' minimum. I am requesting a variance for permission to build a home on the lot that has existed since 1967 with 66.79' of frontage in lieu of the 75' minimum required by the current UDO.

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 ^{29^{NAT}}~~28~~ day of June 2026


Notary Public




Applicant's Signature



City of Hogansville, GA
Zoning Variance Checklist

Property Owner Venture Planning and Development, Inc

Address for which
variance is requested 811 E Main Street Hogansville, GA 30230

	By	Date
Application received	DP	06-29
Application accepted	DP	06-29
Public Hearing Date Decided		
Legal Notice Published		
Legal Ad Placed		
Planning action taken		
City Council action taken		
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. The variance is requested because the current UDO requires a 75' minimum lot width and 811 E Main Street is 66.79' in width at the front. There are at least 2 properties that I identified from a public that do not meet this requirement of 75' of frontage that exist in the same zoning district as 811 E Main Street. 811 E Main Street had a residence on it at one time and it was left in disrepair and was removed from the property at some point. All surrounding properties are used for residential use and the approval of this variance will not affect any of those properties negatively.
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. Should the variance not be approved by the city, the lot at 811 E Main Street would be considered condemned and unusable. This would leave an empty space with no residence, no additional tax dollars for the city and a loss of investment for a locally established company.
3. The condition requiring requested relief is not ordinarily found in properties with the same zoning district designation as the subject property. The lot at 811 E Main Street is recorded back to 1967 according to the Troup county tax assessors office. It, along with other properties have road frontages that do not meet the existing UDO road frontage requirements. However, the other lots have existing homes on them and are allowed to exist, based on the "grandfathered" system. The lot at 811 E Main Street has not had a residence or structure on it for some time, and when the requirement of 75' of frontage was adopted, the lot remained and the owners did not apply for the variance at that time. It was not until Venture Planning & Development decided to build on the lot that it was realized that the frontage did not meet the minimum requirement, and was not "grandfathered" in as a lot of record when the minimum frontage requirements were adopted. Therefore, in order to construct a new residence on this lot, the hardship for variance is requested.
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 lot has existed for well over 50 years in the city of Hogansville with the same road frontage. The UDO created the issue, not the property owners or the applicant.

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. The construction of a new home on the lot at 811 E Main Street will only improve the curb appeal, property values and overall beautification of the streetscape on Main Street Hogansville.

6. The variance is the minimum variance that will make possible the reasonable use of the land, building or structure. A variance of 8.21' is all that is asked. A 10.9% reduction on requirement,

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. Should the variance be allowed, the UDO and Comprehensive Plan will be enhanced and complimented by the addition of new construction home on an in-fill lot to add to the existing beauty and charm of the City of Hogansville.



Owner Authorization Form

City of Hogansville

This is a written request from VENTURE PLANNING & DEVELOPMENT, INC., the legal owner of Property: 811 E. MAIN STREET, Hogansville, Troup County, Georgia and the Tax Parcel Number 0213B006006. At this time, we are requesting that the said property be considered for a variance for the following reason:

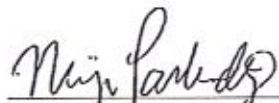
_____.

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:

_____.


Property Owner Signature/Firma del dueño

06/29/2026
Date/Fecha:


Notary Public

(Affix Raised Seal Here)



RIGHT-OF-WAY AS SHOWN BASED UPON PLATS OF RECORD, AS WELL AS MONUMENTATION RECOVERED. NO RIGHT-OF-WAY DEED OF DEDICATION OR OF EASE WAS RECOVERED BY THIS SURVEYOR SPECIFIC TO THE SUBJECT PARCELS.

THIS BLOCK IS RESERVED FOR THE
CLERK OF THE SUPERIOR COURT

NOTES:

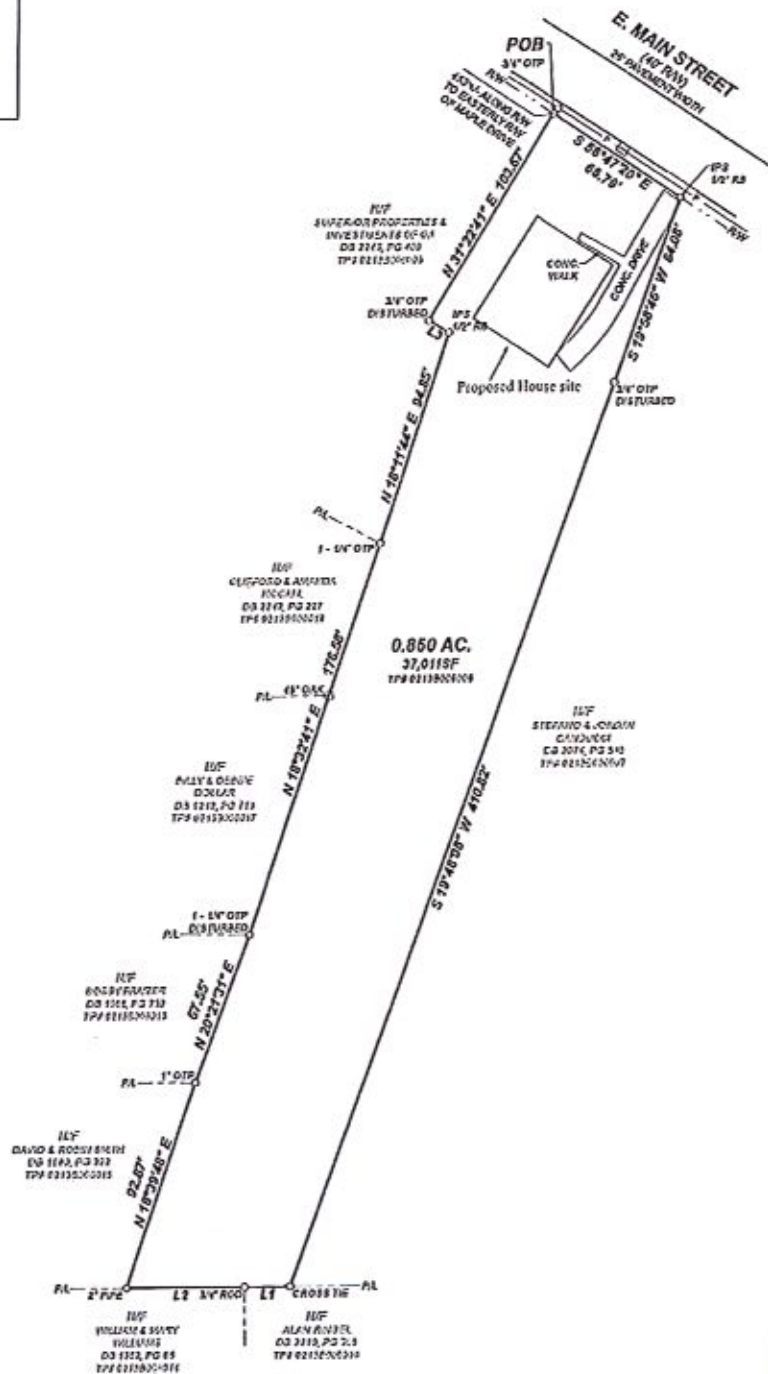
1. THE BASIS FOR THE COORDINATIONS SHOWN HEREON IS GEOGRAPHIC NORTH.
2. THE BASIS FOR THE COORDINATE SYSTEM.
3. REFERENCE: PLAT BOOK 38, PAGE 212 OF TROUP COUNTY RECORDS.
4. THE PROPERTY AS SHOWN ON THIS PLAT DOES NOT LIE WITHIN A SPECIFIC FLOOD HAZARD AREA AS DETERMINED BY FIRM MAP NO. 11310 (00) DATE 12/07/01.
5. THE LOCATION OF UNDERGROUND UTILITIES SHOWN AS DASHED ABOVE GROUND STRUCTURES AND ERECTIONS BELONG TO THE SURVEYOR.
6. THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM THE LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY EXIST. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY AND COMPLETENESS OF THE LOCATIONS SHOWN HEREON.
7. THE LAST DAY OF FIELD WORK WAS 4/29/04.
8. SURVEY IS VALID ONLY IF PAINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
9. NO VARIATION IS MADE TO THE ORIGINAL PURCHASER OF THE PROPERTY. IT IS NOT TRANSFERABLE TO ADDITIONAL INHERITORS OR SUBSEQUENT OWNERS.
10. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP OR EVIDENCE, OR ANY OTHER FACTS THAT AFFECT THE SUBSEQUENT TITLE SEARCHER'S DISCLOSE.
11. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE SPECIFIED.

10. 2004/05/01

THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT (0.3048 METERS).

SITE DATUM AND COORDINATES FOR THIS SURVEY WERE ESTABLISHED USING A CHC 2010 P83 FREQUENCY SYSTEM IN STATION MODE. DATA WAS PROCESSED BY AND CORRECTIONS DERIVED FROM ANS CPUS POST-PROCESSING SOFTWARE.

SUBSEQUENT MEASUREMENTS WERE OBTAINED USING STANDARD BASE-ROVER RTK MODE. THE RELATIVE POSITIONAL ACCURACY IS BASED ON THE NUMBER AND QUALITY OF THE FIX CONFIDENCE LEVEL.



LINE	BEARING	DISTANCE
L1	S 89°24'28" W	33.18
L2	S 81°22'02" W	81.89
L3	N 62°18'18" W	19.29

[illegible]

313

4/26/2008

PL ■ PROPERTY LINE
 RW ■ RIGHT OF WAY
 OTF ■ OPEN TOP FURF
 IF ■ IRON PIN FOUND
 PS ■ IRON PIN SET
 RB ■ REBAR
 NF ■ NOW OR FORMERLY
 PS ■ PLAT BOOK
 DB ■ DEED BOOK
 TP ■ TAX PARCEL
 FOB ■ POINT OF BEGINNING
 P ■ POWER POLE
 P ——— P ——— ■ OVERHEAD POWER LINE



DATE: 4/28/2018	ISSUE	
SCALE: 1" = 40'	No.	DESCRIPTION
ACREAGE: 1.041		DATE
CITY: HOGANSVILLE		
DRAWN: JMYR		
CHECKED: WLS		
SHEETS: 1 of 1		
PROJECT: 011 E MAIN ST		

BOUNDARY SURVEY FOR
Venture Planning & Development, Inc.
811 E. MAIN STREET
LAND LOT 97 - 11th DISTRICT
TROUP COUNTY - GEORGIA



PREPARED BY:
W. LUKE SUTTLES, RLS
NEWNAN, GA 30265
(678) 378-5801

Please return to:
Lawson, Beck & Sandlin, LLC
560 Newman Crossing Bypass, Suite 100
Newman, Georgia 30265
File # 23-NWN-0054

STATE OF GEORGIA
COUNTY OF COWETA

eFiled & eRecorded
DATE: 1/26/2023
TIME: 10:58 AM
DEED BOOK: 02204
PAGE: 00170 - 00171
RECORDING FEES: \$25.00
TRANSFER TAX: \$30.00
PARTICIPANT ID: 1138094925,7067927936
CLERK: Jackie Taylor
Troup County, GA
PT61: 1412023000140

LIMITED WARRANTY DEED

THIS INDENTURE made this 26th day of January, 2023 between

Morgan Family Investment Properties LLC

as party or parties of the first part, hereinafter called Grantor, and

Venture Planning and Development, Inc.

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lot 97 of the 11th Land District, City of Hogansville, Troup County, Georgia, containing 0.8496 acres, and being more particularly shown and delineated on plat of survey prepared by William L. Morkes and Associates dated August 6, 1987, a copy of which is on file in the office of the Clerk of Superior Court of Troup County, Georgia, at Plat Book 28, Page 252, which plat of survey is incorporated herein and made a part hereof by reference thereto for the purpose of a more complete and accurate description.

Subject to restrictive covenants and easements of record.

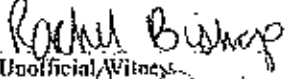
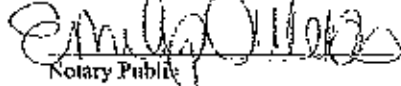
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FREE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by through or under Grantor.

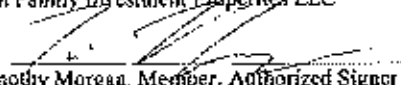
eFiled & eRecorded
DATE: 1/26/2023
TIME: 10:58 AM
DEED BOOK: 02204
PAGE: 00171

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, Sealed and delivered in the presence of:

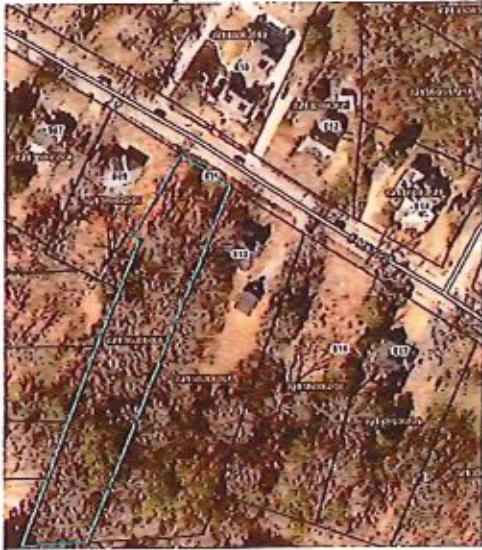

Unofficial Witness

Notary Public

Morgan Family Investment Properties LLC

BY: 
Timothy Morgan, Member, Authorized Signor



CITY OF HOGANSVILLE VARIANCE REQUEST STAFF ANALYSIS AND REPORT

Case # : 2026-V02 Date: 07/07/2026 Owner: VENTURE PLANNING & DEVELOPMENT INC Location: 811 East Main Street Parcel Number: 0213B006006 Acreage: .85 Zoning: Estate Single Family Residential Character Area: Traditional Residential Public Notification: July 22, 2026 Notice in Paper: July 22, 2026 Sign Posted: July 22, 2026 P/Z: July 16, 2026 Date of Public Hearing/1st reading: August 17, 2026 DRI Review: N/A	Request: To reduce the required minimum 75' to 66.79ft to allow for a new single family residential home. Location Map:  Existing Land Uses: Adjacent uses consist of the following: WEST: 104-110 Maple Drive – ES-R – there are four 1263-2445 square feet homes to the west of the property NORTH: 810 East Main Street – ES-R – a 3831 square feet single family home to the north of the property EAST: 813 East Main Street – ES-R – a 1619 square feet single family home to the east of the property SOUTH: 112 Maple Drive – ES-R – a 1288 square feet single family home to the south of the property
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Previous Related Actions:

June 16, 2026 - Historic Preservation Commission approved the Certificate of Appropriateness applied for this property to allow new construction.

Findings:

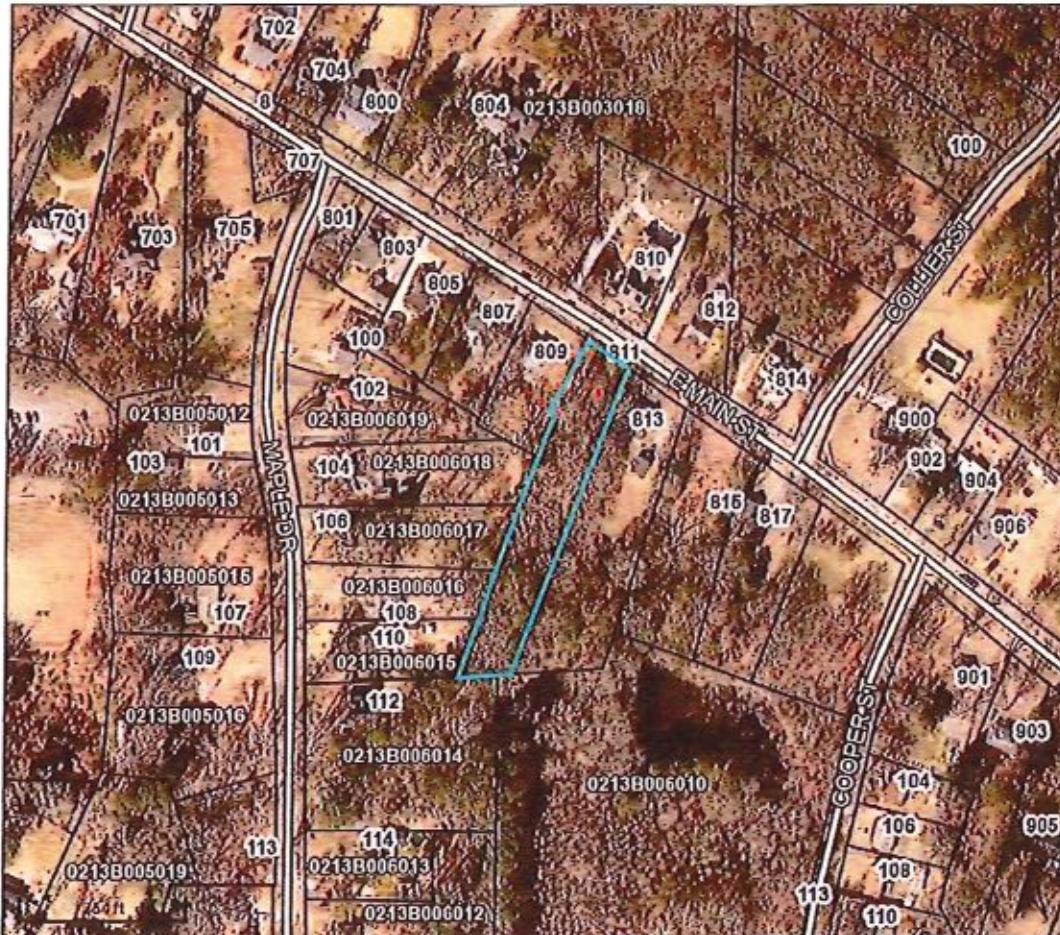
- 1: This site is surrounded by single family homes that have similar square footage as the proposed 1900 sqft home.
- 2: This site is located within the Historic District

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. *Yes, due to the size of the lot it limits the property's ability to be developed for permitted residential use without the variance.*
- 2) Such conditions are peculiar to the particular piece of property involved. *Yes*
- 3) Such conditions are not a result of any action of the property owner. *Yes, the applicant did not create the existing frontage deficiency.*
- 4) Denial of this variance would create unnecessary hardship. *Yes, denial of this variance would mean the lot cannot be developed for a single family home which limits the reasonable use of the property.*
- 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. *Yes*

Staff Recommendation:

Staff recommend approval of the proposed variance request. The application satisfies all five (5) variance standards. Approval of the requested variance will not adversely affect the public health, safety, or welfare and will make the subject parcel consistent and compatible with the surrounding properties.



Parcel ID	0213B006006	Owner	VENTURE PLANNING & DEVELOPMENT	Last 2 Sales			
Class Code	Residential		INC	Date	Price	Reason	Qual
Taxing District	18 - HOGANSVILLE		1028 FINCHER RD	1/26/2023	\$30000	LM	Q
City	HOGANSVILLE		MORELAND, GA 30259	5/28/2020	\$80000	IP	U
Acres	0.85	Physical Address	811 E MAIN ST				
		Assessed Value	Value \$30000				
		Land Value	Value \$30000				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 7/8/2026

Last Data Uploaded: 7/7/2026 10:59:05 PM

Developed by **SCHNEIDER**
GEOSPATIAL

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
Alex Dixon, City Attorney

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

COUNCIL ACTION FORM

MEETING DATE: 09/08/2026

SUBMITTED BY: Lisa Kelly

AGENDA TITLE: Rccycling Center Fencing

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

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

BACKGROUND (Includes description, background, and justification)

A recycling center was approved as part of the sanitation budget. Work is underway to convert the existing Police impound lot into an employee parking areas and recycling center lot. The area is currently completely fenced and there is a need to split the fencing and make some repairs to the existing fencing in order to properly secure the area where recycled goods will be accepted.

Public Works staff requested quotes from six semi-local fencing companies, of which, two responded with bids. Blackmon Fence Company quoted \$4,300 and Legacy Custom Fencing with a quote of \$4,540.

The grand opening of the recycling center is scheduled for October 3rd and the fencing must be completed prior to the opening date.

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

SPLOST funds in the amount of \$4,300 leveraged from the City Equipment project fund would have no impact on the City's operational budget.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends awarding the bid to Blackmon Fence Company in the amount of \$4,300 paid from SPLOST funds, City Equipment project fund.

ESTIMATE

Blackmon Fence Company
7195 Citation Dr, GA 31909

blackmonfenceco@gmail.com
+1 (404) 558-0565
<https://blackmonfencecompany.com>



Amber - hogansville

Bill to

Amber

119 Lincoln St

Hogansville, Ga 30230

Estimate details

Estimate no.: 4017

Estimate date: 08/18/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		6' Commercial Grade Galv. Steel Fence	Includes: - 62' 6' Commercial Galvanized Fence Installation - Materials & Labor needed - 6' Commercial Galvanized Chain-Link Fabric - Terminal Posts - Line Posts - Top Rails - Concreted Posts - All required hardware/screws/bolts etc. Includes: - (1) 16' Double-Swing Chain-link Gate with Hardware included - Gate Posts - Hinges - Latch - Hardware - Concrete - Installation Labor	1	\$4,300.00	\$4,300.00
2.		1-Year Warranty	Includes: - 1 Year FREE workmanship warranty on new installations. Terms: We confidently stand behind our services by including a complimentary warranty on all new fence installations. Our standard warranty covers defects in workmanship for one year after	1	\$0.00	\$0.00

installation, including gate closures and locking mechanisms. The warranty does not cover damage caused by weather, incidental damage by humans or pets, impacts or other conditions beyond our control.

3.	5-Year Warranty	Includes:	1	\$0.00	\$0.00
----	-----------------	-----------	---	--------	--------

- 5 Year FREE Gate Sag Warranty

At Blackmon Fence Company, we don't just build fences; we build trust. That's why we're excited to offer an exceptional 5-Year FREE Gate Sag Warranty.

Total

\$4,300.00

Note to customer

We look forward to working with you! We accept Cash, Card, Check, and Wire Transfer for payment.
Do you have a lower estimate? Let us try to beat it first!
We typically beat any reputable competitor!

Accepted date

Accepted by

Legacy Custom Fencing LLC

55 Greenhaven Dr
Luthersville, GA 30251
legacycustomfencing@gmail.com

"Adding a fence..."



Quote

Customer

City of Hogansville
Amber Johnson
119 Lincoln St
Hogansville, GA 30230

Quote Prepared By

Zac Sibley
(770) 542-8115
legacycustomfencing@gmail.com

Description	Quantity	Unit Price	Cost
6' Tall commercial chainlink fence(material)	62'	\$18.50	\$1147.00
20' Wide by 6' tall double gate (material)	1	\$1400.00	\$1400.00
20' Gate repair (material)	1	\$300.00	\$300.00
Material Freight	1	\$400.00	\$400.00
Subtotal			\$2847.00
Tax		\$0.07	\$199.29
Equipment and Fuel		\$300.00	\$300.00
Labor for fence	62'	\$12.00	\$744.00
Labor for gates		\$450.00	\$450.00
Total			\$4540.29
50% Deposit			\$2270.15

If this quote is accepted, the customer agrees to pay a 50% down payment before materials are purchased and to reserve a date on the schedule. If you wish to proceed, please respond and we will send you an invoice for the deposit. Once the deposit is paid, we will order material and reserve an agreed upon date to begin work. We operate on a first paid, first scheduled basis. Please keep in

mind that any possible start dates discussed during our initial consultation may change if another customer pays their deposit first. Once the work is completed, the customer will be billed for the remaining balance owed. By accepting the quote and paying the deposit, the customer agrees to pay the remaining balance by the due date on the invoice after the work is completed. Also, it is the customers responsibility to know their property lines if a fence is to be built near the boundary. It is also the customers responsibility to know any HOA regulations they may be subject to. Thank you for considering Legacy Custom Fencing. We look forward to building you a beautiful fence!

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
Alex Dixon, City Attorney

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

COUNCIL ACTION FORM

MEETING DATE: 09/08/2026

SUBMITTED BY: Lisa Kelly

AGENDA TITLE: Sewer Repair – East Main Street – CIPP Approval

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

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

BACKGROUND (Includes description, background, and justification)

During the course of preparing for GDOT milling/paving, City crews, while in the process of raising manholes, discovered an approximate 350' section of sewer line made of terracotta that is compromised with holes and wear and is failing. Replacing this line would consist of digging up the roadway of East Main St. and would cost in excess of \$100k. Working with the City's engineer with Turnipseed Engineers, a better and more cost effective solution is to line the existing 8" sewer line with a process called cured in place piping (CIPP). This process lines the pipe with an epoxy resin and virtually creates a new pipe with a 40-60 year lifespan. This will act as a new standalone sewer line as opposed to a patch or repair in an existing line. This is not the entirety of the terracotta line but is the most compromised portion that sits in the roadway of East Main St. An additional section will be considered at a later time but not likely in this budget year.

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

Public Works staff made contact with 4 bidders, of which, three responded with proposals. Gordy Construction quoted \$57,980, Southeast Pipe quoted \$38,107, and RDJE quoted \$29,092. All quotes reflect City crews handling traffic control. Staff would like to utilize SPLOST funding from the Water/Sewer/Equipment project fund as this is an unexpended capital expenditure.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends approval awarding the bid to RDJE in the amount of \$29,092.

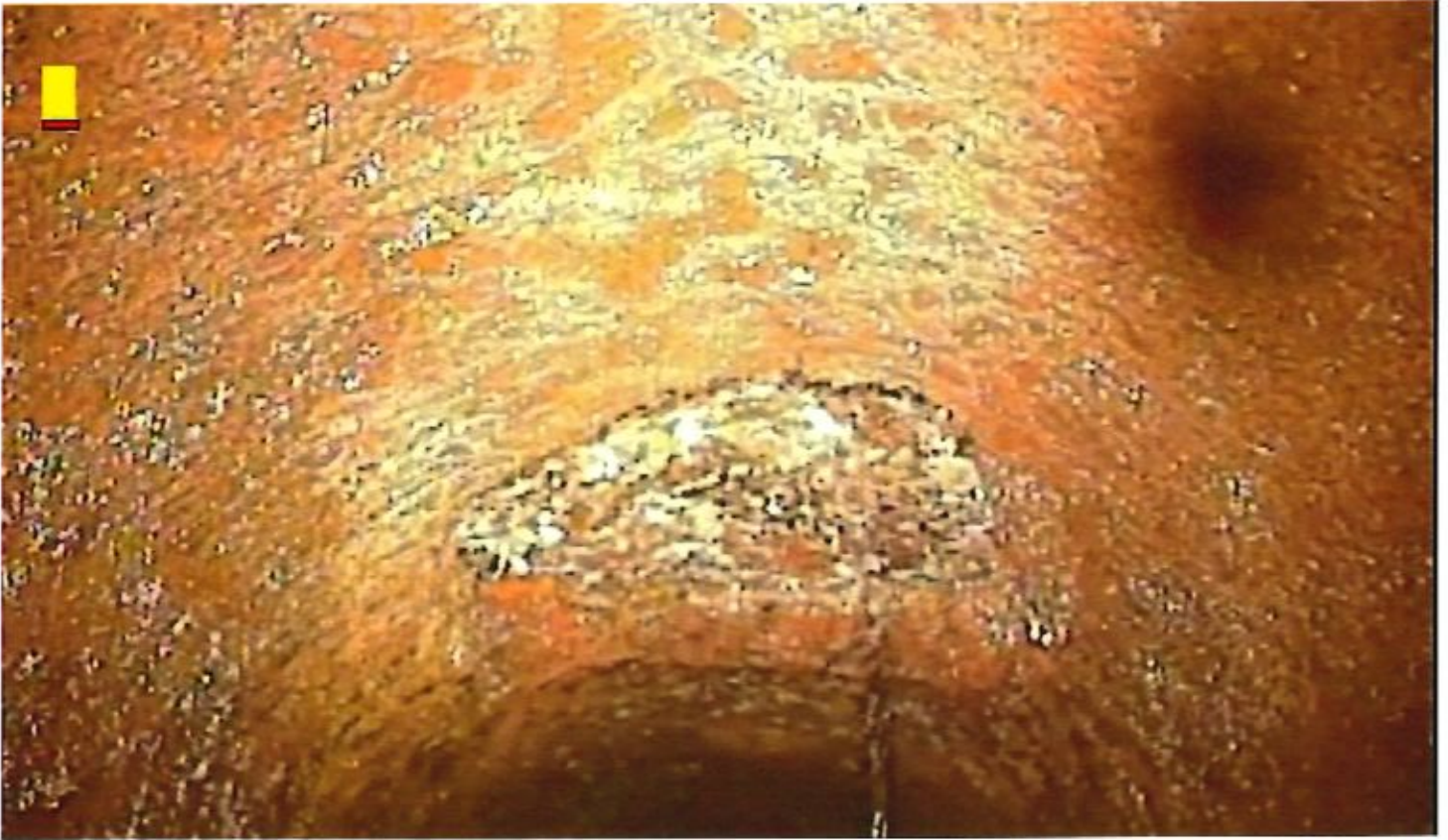


Photo # 1
Sewer Lining



Photo #2
Sewer Lining

Main Street 8" Sewer Repair - CIPP



RDJE, Inc.

679 Hwy 29 South, Suite A

Newnan, GA 30263

Contact: Evan C. Bryant

Phone: 770-652-3902

Email: cbryant@rdjeinc.com

Quote To:

Amber Johnson
City of Hogansville

Job Name:

Main Street Sewer Repair

Date of Plans:

n/a

Phone:

706-977-4159

Revision Date:

Email:

Amber.Johnson@cityofhogansville.org

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Mobilization	1.00	LS	4,000.00	4,000.00
	Sewer CIPP - 8" Diameter	336.00	LF	72.00	24,192.00
	Lateral Reinstatements	4.00	EA	225.00	900.00
GRAND TOTAL					\$29,092.00

NOTES:

Standard Terms & Conditions for RDJE Quotes:

- + No Engineering included.
- + No Tap fees, Permits, or Impact fees included.
- + No bonds included.
- + No Special Licenses included.
- + Permanent grassing/sod not included.
- + Landscaping not included.
- + Bypass pumping not included.
- + Asphalt/Concrete paving not included.
- + Access to water source provided by others.
- + Traffic control not included.
- + Extra fee charged for Repair of Damages by others.
- + Extra fee charged for Locating Lines following installation.
- + Removal of Unsuitable Materials not included.
- + Removal of Hazardous Materials not included.
- + Pricing for point repairs prior to lining not included.
- + All permits and easements shall be obtained by others.
- + This quote is based upon one mobilization and the continuous uninterrupted progress for each utility. Should work be interrupted by the actions or inactions of others, additional costs for delays will be invoiced at RDJE published standard T&M rates.
- + Any work outside the scope of work listed on the attached estimate sheets will be performed at T&M rates for the crew cost plus a time extension for the number of days required for the additional work.
- + All work performed under this agreement and any additions, deletions, or repairs of damages shall be performed by RDJE for the addressee only. No third-party negotiations, payables, or receivables will be accepted by RDJE.
- + This quote is based upon knowledge of conditions existing at the time of the estimate.
- + Periodic pay applications based on work completed and materials stored will be submitted as

the work progresses. Payments shall be due within thirty days of submittal date.

- 1 Final payment and release of any retainage shall be made within 90 days of work completion. Payments not made when due shall accrue interest at rate of 1-1/2% per month.
 - + Other item, not listed, are not included. Pricing for additional items are furnished upon request.
 - + Any additional work must be mutually agreed upon in writing prior to the work being performed.
- 2 Because of the uncertainty of supply and the rapid increase of prices, Material Suppliers will hold quoted prices for no more than 30 days; therefore, this quote shall remain in effect for 30 days only, then shall be subject to re-evaluation.

This document along with the referenced documents can serve as our contract upon your approval and authorization as indicated by your signature in the space provided.

Accepted
For: _____

Accepted
For: RDJE, Inc.

By: _____

By: _____

Date: _____

Date: _____

Quote #: Q260132

Quote To:	Date:	Job Name:
Amber Johnson	August 20, 2026	8" CIPP
City of Hogansville		
119 Lincoln Street		
Hogansville, GA 30230		
706-977-4159		
amber.johnson@cityofhogansville.org		

Bid Item	Description	Qty	UOM	Unit Price	Bid Price
10	Survey Mobilization	1	LS	\$4,345.00	\$4,345.00
20	CIPP Mobilization	1	LS	\$6,829.00	\$6,829.00
30	Clean and CCTV Mobilization (10 Hour Minimum)	10	HR	\$525.00	\$5,250.00
40	CIPP 8"	342	LF	\$59.00	\$20,178.00
50	Service Reinstatement	5	EA	\$301.00	\$1,505.00
60	Traffic Control	0	EA	\$3,520.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Total:	\$38,107.00

Scope of Work: Southeast Pipe Survey, Inc. ("SPS") to provide all labor, equipment, and materials to perform the work described above except for the items to be provided by Client and exclusions as noted below.

Client to Provide:

All Rights of Entry

Access to water at no charge to SPS

Access to water at a rate not to exceed \$_____ per gallon

Access to dumpsite at no charge to SPS for debris removed from pipe

Traffic Control - If more than signs and cones

Exclusions:

Point Repairs

PROJECT INFORMATION

Project Name: _____

Project Location: _____

Is project Federally funded?	Yes ☐	No ☐	Is Certified Payroll required?	Yes ☐	No ☐
------------------------------	------------------------------	-----------------------------	--------------------------------	------------------------------	-----------------------------

IMPORTANT-IF THIS IS A FEDERALLY FUNDED PROJECT OR IF PROJECT REQUIRES CERTIFIED PAYROLL, PLEASE ATTACH COPY OF RATE DETERMINATION.

Client/Company Name: _____

Billing/Physical Address:

Billing Rep. Name/Phone #/Email:

Date of Acceptance: _____ Authorized Signature: _____

Acceptance of Proposal - The prices, specifications, and conditions contained herein are satisfactory and are hereby accepted. Client authorizes SPS to perform the work as specified.



Summary of Terms:

Expiration:	This proposal shall expire 30 days from the quote date unless extended in writing by SPS.
Quality:	All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry standard practices.
Expectations:	This quote is based on the timely cooperation of the Client and its advisors and also the avoidance of unknown circumstances during the engagement. To the extent that timing delays or unforeseen circumstances might cause additional costs, SPS will discuss the matter with the Client to negotiate a price adjustment prior to SPS incurring any additional cost. Dead Time: If a crew deployed to the job site cannot perform work due to delays caused by others or for circumstances beyond SPS control, SPS shall be permitted to charge for its stand-by time at an hourly rate of \$500 for each deployed CCTV crew and \$675.00 for each deployed CIPP crew. Additional Mobilizations: The above prices include one mobilization charge for the entire job, however, if additional mobilizations are required due to unknown circumstances or timing delays outside of SPS's control, SPS shall be permitted to bill for each additional mobilization at the quoted rate.
Changes:	Any changes from this quote will require written Client and SPS approval and any changes involving extra manhours or other charges orders will necessitate an extra charge over and above this quote.
Billing Terms:	Invoices will be issued monthly as segments are completed and ready for inspection. Amounts will be based on actual field measurements from center of manhole to center of manhole.
Payment Terms:	Payment in full is due within 30 days of each invoice date and SPS will NOT be subject to retainage. Any invoices not paid within 30 days from invoice date will accrue interest at a rate of 1.5% per month on the unpaid balance.

Southeast Pipe Survey, Inc. appreciates the opportunity to quote this project. If you have any questions, please call Clay Herrin at 912-647-2847 ext 227.

Please email signed quote to cherrin@southeastpipe.com or fax to 912-647-2869

*Note: If this project is Federally Funded, all information must be provided to Southeast Pipe Survey, Inc. before work proceeds.



August 17, 2026

Gordy Construction Company
2960 Smith Rd.
Fortson, GA 31808

Subject: City Of Hogansville Cured in Place Pipe Rehabilitation

Federal EC LLC Proposal

Federal EC LLC has been asked to provide a proposal to complete the work as detailed in the scope elements listed below.

The contents of this proposal including price should be considered confidential.

Section 1 - Background & Solution Development:

Federal EC recommends providing a cured in place liner in the degraded piping that will provide a stand-alone pipe within the pipe. A design stamped by a licensed Georgia professional engineer will be provided as part of this project if requested.

Section 2 - Proposed Scope of Work:

1. Federal EC LLC to provide submittals including shop drawings and calculations if requested
2. Manufacture CIPP Liners as detailed in the pricing section
3. Federal EC LLC to mobilize all personnel, equipment and materials to the job site
4. Inspect piping by CCTV and clean any loose obstructions in piping prior to lining
5. Install liner as detailed in pricing section
6. Complete a CCTV inspection following CIPP lining
7. Final clean-up and demobilization from work site

Section 7 – Inspection and Acceptance:

Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater will be observed. All service entrances will be accounted for and be unobstructed (If applicable). Liners in some circumstances may have visual inconsistencies including but not limited to wrinkles, bumps, fins, and coating blistering due to the shape and variation of the surface of the existing piping. These inconsistencies are inherent to the process and do not detract from the performance of the pipe in any way.

Please do not hesitate to contact me if you should have any questions or comments in regards to this proposal.

Respectfully Submitted,



Jeremy Brown | Business Developer | **FEDERAL EC LLC**
115 Dixie Drive | Woodstock, GA 30189
Ph: 678.201.2387 | <http://www.federalec.com>
jbrown@federalec.com

Section 3 - Pricing

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	General Conditions / Mobilization / Liner Pickup/ Demobilization/ Design	1	LS	10,000	\$10,000
2	Traffic Control	1	LS	2,750	\$2,750
3	Bypass sewer	1	LS	3,400	\$3,400
4	Reinstate Lateral	3	EA	300	\$900
5	Hydro jet to prep line	336	LF	5.00	\$1,680
6	8" Sewer Lining	336	LF	125	\$42,000
TOTAL BASE PRICE (Contract Line Item Number 1 through 6) -----					\$60,730.00

-\$2,750
\$57,980

Section 4 – Federal EC LLC Construction to Provide/Inclusions:

1. Proposal pricing is based on one mobilization for the proposed scope of work. If additional mobilizations are required, they will be charged at the quoted rate.
2. All items detailed in Section 1 & 2, Proposed Scope of Work.
3. Certificate of insurance with standard coverage

Section 5 - Owner/General Contractor to Provide/Exclusions:

1. Access to work areas for labor and equipment to each manhole
2. Above ground restoration / excavation / paving/
3. Project Permit and/or local licenses if required
4. Performance and Payment Bonds not included. Available for a 3% total proposal cost
5. Additional Premiums for special insurance coverage(s) required by client or other parties particular to this project
6. Liquidated damages not included
7. Any pipe with missing invert will need to be repaired or replaced by point repair before being lined

Section 6 – General Notes:

1. Please see addendum A for full terms and conditions.
2. Anticipated project duration in the field is 1 to 2 days including pre-lining activities.
3. Work will be performed during normal business hours on Friday from 8 AM to 5 PM.
4. Quotation is based on acceptance of FED EC's standard insurance policy. FED EC will hold harmless and indemnify Contractor only for insured claims resulting solely from FED EC's negligence or in the case of joint negligence with others for its proportional share.
5. No retention of funds is agreed to following the completion and acceptance of work.

ANIMAL SHELTER SERVICES AGREEMENT

City of LaGrange / City of Hogansville / Troup County / Animal Ark Rescue

THIS ANIMAL SHELTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, 20____, by and among the CITY OF LAGRANGE, GEORGIA, a municipal corporation of the State of Georgia ("LaGrange"), the CITY OF HOGANSVILLE, GEORGIA, a municipal corporation of the State of Georgia ("Hogansville"), TROUP COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), and ANIMAL ARK RESCUE, a Georgia non-profit corporation ("Animal Ark").

LaGrange, Hogansville, and County may be referred to collectively as the "Governmental Parties." Each may be referred to individually as a "Governmental Party" and collectively as the "Governmental Parties."

RECITALS

A. LaGrange, Hogansville, and County each provide or arrange for animal control services within their respective jurisdictions and may take custody of stray, abandoned, impounded, surrendered, dangerous, quarantined, or otherwise regulated animals as permitted by applicable law.

B. Animal Ark desires to operate and provide animal shelter services, including intake, humane care, legally required holding, quarantine coordination, redemption coordination, adoption, foster placement, rescue placement, veterinary coordination, and related services.

C. The Governmental Parties desire to share shelter operating costs based on the proportionate use of shelter services by animals associated with each Governmental Party.

D. Animal Ark represents that it has, or will obtain and maintain, the licenses, permits, personnel, volunteers, insurance, experience, procedures, and resources necessary to provide animal shelter services in a lawful, humane, sanitary, and professional manner.

E. The "Shelter" means the animal shelter facility currently leased by LaGrange from the Humane Society and located at 1390 Orchard Hill Road, LaGrange, Georgia, or such other facility as the Governmental Parties and Animal Ark may designate in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Term

a. This Agreement shall commence on January 1, 2027, and shall continue for an initial term of five (5) years, unless earlier terminated as provided herein.

b. Upon expiration of the initial term, this Agreement shall automatically renew for successive one-year terms unless any Party provides written notice of non-renewal at least one hundred eighty (180) days before the end of the then-current term.

c. Any renewal term shall remain subject to annual appropriation of funds by each Governmental Party and all other terms and conditions of this Agreement.

2. Scope of Animal Ark Services

a. Animal Ark shall provide animal shelter operations and related services for animals delivered by authorized representatives of LaGrange, Hogansville, and County.

b. Services shall include intake processing; humane care, feeding, watering, housing, cleaning, and sanitation; legally required holding and quarantine coordination; owner redemption coordination; adoption; foster placement; rescue transfer; veterinary coordination; euthanasia when legally authorized and humanely performed; complaint coordination; animal records; monthly reporting; public information; and related shelter administrative services.

c. Animal Ark shall accept animals delivered by authorized representatives of the Governmental Parties in accordance with applicable law, ordinance, shelter capacity, public health requirements, animal welfare requirements, approved intake protocols, and this Agreement.

d. This Agreement does not require Animal Ark to provide field animal control services, law enforcement services, or citation enforcement.

e. Animal Ark shall use reasonable efforts to promote owner redemption where legally available, adoption, foster placement, transfer, rescue placement, and other humane outcomes where legally and practically appropriate.

f. Animal Ark shall establish, maintain, and follow written operating protocols and procedures for shelter services consistent with applicable federal and state law, Georgia Department of Agriculture requirements, local ordinances, and generally accepted humane shelter practices. The protocols shall address, at a minimum, intake, animal identification, microchip scanning, required holding periods, owner notification, redemption, quarantine and bite cases, disease control, sanitation, vaccination, veterinary care, foster placement, transfer, adoption, euthanasia, capacity triage among the Governmental Parties, emergency response, complaints, records, and public communications.

g. A copy of the protocols and procedures shall be made available to the Governmental Parties upon request.

3. Operating Hours; Public Access

a. Animal Ark shall operate the Shelter for public access seven (7) days per week from 10:00 a.m. to 5:00 p.m., including reasonable access for owner redemption, adoption, foster, volunteer, rescue, and public information activities.

b. Any permanent change in the regular public operating hours shall require prior written approval of the designated representatives from all three Governmental Parties. Temporary

closures or reduced hours due to emergency, natural disaster, staffing emergency, disease outbreak, public health requirement, safety issue, or similar exigent circumstance may occur when reasonably necessary, provided Animal Ark gives prompt notice to the Governmental Parties and resumes regular hours as soon as practical.

c. Animal Ark shall maintain and post current public hours, holiday schedules, emergency contact information, and redemption procedures in a manner reasonably accessible to the public.

4. Animal Intake and Documentation

a. Animal Ark shall use a standard intake form or electronic intake process approved by the Governmental Parties. At a minimum, intake records shall identify the date and time of intake, species, breed if known, sex, approximate age, color/markings, microchip/tag/rabies/license information, location recovered or origin address, delivering person, delivering agency if applicable, jurisdictional attribution, reason for intake, observed medical condition, observed animal disposition, quarantine or hold status, ~~and final disposition. Final disposition shall be documented in the animal's record when the animal is reclaimed, adopted, transferred, euthanized, or otherwise leaves the facility.~~

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b. Consistent with applicable law and regulations, Animal Ark shall scan animals for microchips or other identification at intake and shall make reasonable efforts to notify an identified owner of an animal's impoundment within twenty-four (24) hours after the animal is initially confined, unless immediate notice is impractical or prohibited by law, investigation, or court order.

c. ~~Each~~ For purposes of cost allocation under this Agreement, each animal shall be attributed to the Governmental Party ~~whose authorized having jurisdictional responsibility for the animal as determined under this Section. The identity of the governmental agency or representative delivered the~~ delivering an animal to the Shelter ~~or whose jurisdiction is otherwise responsible for the animal under agreed intake rules. Owner surrendered animals, animals delivered by residents, and animals delivered by third parties shall be attributed based on the animal's location of origin, owner residence if applicable, and/or Animal Ark's intake procedures not, by itself, determine jurisdictional attribution.~~

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The Parties acknowledge that animals may be abandoned or transported from one jurisdiction into another before being recovered. Accordingly, jurisdictional attribution shall be based upon the animal's jurisdiction of origin as determined from the best reasonably available evidence.

In determining jurisdictional attribution, Animal Ark shall consider the best reasonably available evidence regarding the animal's jurisdiction of origin, including, as applicable, the owner's residence, the location where the animal was most recently regularly kept, microchip registration, licensing records, veterinary records, witness information, a signed intake certification, and any other reasonably available evidence.

An animal shall not be attributed solely because it is found, recovered, or delivered within a particular jurisdiction. If the available information does not reasonably establish jurisdictional responsibility, the designated representatives of the Governmental Parties shall jointly determine the appropriate attribution based upon the available evidence.

d. Disputes regarding jurisdictional attribution shall be reviewed by the designated representatives of the Governmental Parties acting in good faith using the standards set forth in Section 4(c) and the intake records, pickup location, owner residence, and/microchip or other relevant licensing information, veterinary records, witness information, pickup location when relevant, and any other reasonably available evidence. Animal Ark shall make available to the designated representatives all intake records and other documentation reasonably relevant to the attribution determination. If an animal's jurisdictional attribution cannot reasonably be determined after application of the foregoing standards, the animal shall be allocated among LaGrange, Hogansville, and County for cost-allocation purposes proportionally based on each Governmental Party's respective percentage share of known attributed weighted animal-days for that month.

e. For owner-surrendered animals and animals voluntarily delivered by members of the public, Animal Ark shall require the delivering person to complete and sign an intake certification identifying, to the best of that person's knowledge, the animal's owner (if known), the owner's residence (if known), the location where the animal was regularly kept (if known), the location where the animal was found or obtained, and any other information reasonably necessary to determine the animal's jurisdiction of origin. The intake certification shall be signed by the delivering person, retained as part of the permanent intake record, and shall be considered in determining jurisdictional attribution under this Agreement.

Any subsequent modification of an animal's jurisdictional attribution after the initial intake determination shall be documented in the animal's intake record, including the factual basis for the change, the date of the change, and the person authorizing the modification. Documentation supporting any such modification shall be made available to the affected Governmental Party upon request and shall accompany any monthly invoice reflecting the revised attribution.

5. Annual Budget Process

a. Animal Ark shall prepare and submit to the Governmental Parties a proposed shelter operating budget for each upcoming July 1 through June 30 fiscal year. The proposed budget shall be submitted no later than May 1 of each year.

b. The proposed budget shall include reasonable detail regarding anticipated revenues, donations, grants, staffing, benefits, food, supplies, routine and non-routine veterinary expenses, medications, cleaning and sanitation, insurance, utilities if applicable, equipment, software, administrative expenses, facility-related expenses if applicable, contingency needs, and any proposed capital or startup expenditures.

c. Unless otherwise approved in writing, only reasonable, necessary, shelter-related expenses within the approved annual budget shall be included in monthly cost-sharing invoices. Material changes to the submitted annual budget shall require prior written approval of all three Governmental Parties.

d. For the initial partial fiscal year beginning January 1, 2027 and ending June 30, 2027, Animal Ark shall submit a proposed startup and partial-year operating budget prior to execution of this Agreement.

6. Monthly Billing and Cost Allocation

a. Animal Ark shall invoice the Governmental Parties monthly and due within thirty days. Each monthly invoice shall include a detailed breakout of actual shelter expenses for the billing period, year-to-date expenses compared to the submitted annual budget, revenues or credits received for shelter operations, and supporting documentation reasonably sufficient to verify the invoice. A Governmental Party may dispute any invoice or jurisdictional attribution by providing written notice within thirty (30) days after receipt of the invoice. Payment of the undisputed portion shall not waive the right to contest the disputed portion.

b. Monthly billing amounts shall be calculated as follows:

- i. Determine Net Shelter Expenses by subtracting any applicable shelter revenues, including donations or grants, from expenses.
- ii. Calculate the total Animal-days for each Governmental Party. Animal-days equals the number of days, full or partial, that each animal remained in the shelter during the current month multiplied by a weighting factor of 1.0 for dogs and 0.5 for cats.
- iii. Calculate the percentage share for each Governmental Party during the month as follows: $\text{Governmental Party Percentage Share} = (\text{Party Weighted Animal-Days} / \text{Total Weighted Animal-Days for all Governmental Parties}) \times 100$.
- iv. The monthly amount billed to each Governmental Party shall be equal to the Party's Percentage Share multiplied by the Net Shelter Expenses.

c. Animal Ark shall provide supporting animal census reports with each invoice showing Governmental Party assignment, identification number, intake date, disposition date and type if applicable, days in shelter during the month, species, status, legal hold or quarantine status, and any other necessary information.

d. A monthly summary report shall be included with each invoice showing at a minimum the number of animals, itemized by dogs and cats, received from each Governmental Party or other source; animals redeemed by owners; animals adopted; animals placed in foster care; animals transferred to rescue or other organizations; animals released to the field where allowed by law; animals euthanized; animals deceased; animals under quarantine; animals under legal, evidentiary, dangerous-animal, cruelty, or law-enforcement hold; and owner surrenders.

7. Startup Cost Contribution

a. The Governmental Parties shall make the following startup cost contributions, if any, to assist with transition, initial operations, equipment, supplies, staffing, repairs, technology, or other approved startup needs:

Governmental Party	Startup Contribution
City of LaGrange	\$ 23,500
City of Hogansville	\$ 23,500 3,000
Troup County	\$ 3,000 23,500

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b. Any startup contribution shall be used only for approved shelter-related purposes and shall be accounted for in the same manner as other funds or expenses under this Agreement.

8. Records

- a. Animal Ark shall maintain complete and accurate records regarding animals delivered by or attributed to the Governmental Parties, intakes, beginning and ending monthly census counts, dispositions, redemptions, transfers, adoptions, euthanasia, veterinary care, quarantine, bite matters, dangerous animal matters, complaints, fees, donations, grants, revenues, expenses, invoices, and other relevant matters.
- b. Records related to services performed for the Governmental Parties may be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq. Animal Ark shall cooperate with the Governmental Parties in responding to records requests and shall not destroy, withhold, or alter responsive records except as permitted by law.
- c. Animal Ark shall promptly notify the affected Governmental Party of any request relating to that Party's animal control or shelter services.
- d. Animal Ark shall provide to the Governmental Parties, within six (6) months after the end of each Animal Ark fiscal year, audited financial statements, or if a full audit is not required or is not commercially reasonable, an independent accountant's review, compilation, or other financial statement acceptable to the Governmental Parties.
- e. Animal Ark shall provide the designated representatives of the Governmental Parties with read-only digital access to its electronic shelter management software system.

9. Fees; Revenues; Donations

- a. Animal Ark may collect and retain adoption fees, rescue fees, redemption-related fees, donations made to Animal Ark, grants awarded to Animal Ark, and other shelter revenues for use in operating the shelter and caring for animals, unless a donor, grantor, applicable law, ordinance, or written agreement provides otherwise.
- b. Court fines, citations, penalties, governmental license fees, governmental administrative fees, or other governmental revenues imposed or collected by a Governmental Party shall remain revenues of that Governmental Party unless otherwise approved in writing by that Governmental Party.

c. Animal Ark shall issue receipts for payments collected and shall maintain records sufficient to document all fees, revenues, donations, grants, credits, and expenditures related to shelter operations and services under this Agreement.

d. Donations made specifically to Animal Ark shall belong to Animal Ark unless the donor expressly directs otherwise. Donations made to a Governmental Party, and fixtures or permanent improvements made to public property, shall belong to the applicable Governmental Party or facility owner unless otherwise agreed in writing.

10. Shelter Standards; Licenses; Legal Compliance

a. Animal Ark shall obtain and maintain all licenses, permits, registrations, certifications, and approvals required to operate the Shelter and perform the services described in this Agreement, including any required Georgia Department of Agriculture animal shelter, rescue, kennel, or related license applicable to its operations.

b. Animal Ark shall immediately notify the Governmental Parties of any notice of violation, inspection deficiency, investigation, complaint, suspension, probation, revocation, nonrenewal, disease outbreak, bite incident, missing animal, suspected theft, animal escape, suspected cruelty matter, or other event that may create legal, public health, animal welfare, operational, financial, or reputational risk to any Governmental Party.

c. Animal Ark shall arrange for licensed veterinary services for animals requiring medical evaluation or treatment and shall maintain records of veterinary care provided.

d. Euthanasia, when necessary and legally permitted, shall be performed humanely by a properly trained and legally authorized person using methods permitted by applicable law and accepted humane shelter practices. Nothing in this Agreement requires Animal Ark to euthanize an animal unless required by court order, law, immediate humane necessity, or other legal authority.

11. Quarantine; Legal Holds; Cooperation with Authorities

a. Animal Ark shall coordinate required holding periods, quarantine, bite cases, rabies control matters, dangerous-animal matters, cruelty matters, evidentiary holds, and law-enforcement holds in accordance with applicable law, ordinance, court order, and direction from the appropriate Governmental Party or lawful authority.

b. Animal Ark shall provide information in its possession concerning impounded animals to the affected Governmental Party, law enforcement agency, local rabies control authority, public health agency, court, or other lawful authority upon request, consistent with applicable law.

c. Animal Ark shall cooperate with the Governmental Parties and law enforcement agencies in matters involving animal cruelty, neglect, dangerous animals, bite incidents, public health, and public safety.

12. Facility, Utilities, Maintenance, Equipment, and Access

a. The Parties acknowledge that the shelter facility arrangement may involve rights or obligations separate from this services Agreement. This Agreement does not amend or replace

any applicable ownership document, facility lease, facility use agreement, maintenance agreement, or separate written facility arrangement.

b. Animal Ark shall not assign this Agreement, sublease any premises, or permit unauthorized third-party use or occupancy of any shelter facility without the prior written approval of the Governmental Parties.

c. Animal Ark shall keep any shelter facility used for services clean, sanitary, safe, orderly, and free from unreasonable accumulation of waste, odor, insects, rodents, and hazardous conditions. Animal Ark shall be responsible for routine interior cleaning, kennel sanitation, animal care areas, and damage caused by Animal Ark, its employees, volunteers, agents, contractors, animals in its care, or invitees.

d. Expenses for routine shelter operations and facility needs, including utilities, routine cleaning, kennel sanitation, animal care areas, fencing, kennels, gates, lawn care, landscaping, ordinary repairs, major building components, HVAC, plumbing, electrical systems, appliances, equipment, video systems, and other property-related expenses, shall be included in Animal Ark's annual budget and billed monthly to the Governmental Parties in accordance with this Agreement. ~~LargeAny unbudgeted capital expensesexpenditure~~ shall not be included in the regular monthly invoices and shall be funded separately only upon ~~the prior agreementwritten approval of the designated representatives of the~~ Governmental Parties.

e. The Governmental Parties may inspect the Shelter during normal business hours and at any time in the event of emergency, suspected violation, animal welfare concern, public health concern, public safety concern, financial concern, suspected default, or threat to public property or legal interests.

13. Personnel; Volunteers; Training

a. Animal Ark shall provide sufficient qualified personnel and volunteers to perform the services and to maintain the public operating hours required by this Agreement. Animal Ark shall be solely responsible for hiring, supervision, training, discipline, compensation, taxes, benefits, insurance, and termination of its employees, volunteers, contractors, and agents.

b. Animal Ark shall designate a primary representative responsible for day-to-day administration of this Agreement and after-hours contacts for urgent animal welfare, facility, public health, or public safety issues.

c. Each Governmental Party shall designate a representative for administration of this Agreement. The designated representatives serve as the primary points of contact for budget review, monthly reports, cost allocation, operational concerns, public complaints, records requests, and performance review.

14. Independent Contractor

a. Animal Ark is an independent contractor and is not an employee, department, agency, partner, joint venturer, or legal representative of any Governmental Party. Animal Ark shall have no authority to bind any Governmental Party, incur obligations on behalf of any Governmental Party, or represent that it has authority to do so.

b. No Animal Ark employee, volunteer, officer, director, agent, or subcontractor shall be deemed an employee of any Governmental Party for any purpose, including workers compensation, unemployment compensation, retirement, employee benefits, payroll taxes, or civil service rights.

15. Insurance

a. Before commencing services, Animal Ark shall provide certificates of insurance and endorsements acceptable to the Governmental Parties evidencing the coverages listed in Exhibit A. Required insurance shall remain in full force and effect throughout the term of this Agreement.

b. LaGrange, Hogansville, and County shall be named as additional insureds on applicable liability policies. Animal Ark's insurance shall be primary and non-contributory as to any insurance or self-insurance maintained by the Governmental Parties.

c. Animal Ark shall require subcontractors and service providers performing work under this Agreement to maintain insurance appropriate to their work and acceptable to the Governmental Parties.

d. If Animal Ark fails to maintain required insurance, the Governmental Parties may suspend services, withhold payments, require cure, purchase necessary coverage if available and charge the cost to Animal Ark, or terminate this Agreement as provided herein.

16. Indemnification

a. To the fullest extent permitted by Georgia law, Animal Ark shall defend, indemnify, and hold harmless LaGrange, Hogansville, County, and their elected officials, officers, employees, agents, attorneys, volunteers, successors, and assigns from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorney's fees, arising out of or relating to Animal Ark's performance or failure to perform under this Agreement; shelter operations; use or occupancy of any shelter facility; acts or omissions of Animal Ark or its employees, volunteers, agents, subcontractors, animals in its care, or invitees; violation of law; records violations caused by Animal Ark; or misuse of public funds or property, except to the extent caused by the sole negligence or willful misconduct of the party seeking indemnification.

b. This indemnification obligation shall survive expiration or termination of this Agreement.

c. Each Governmental Party shall be responsible for the acts and omissions of its own officers, officials, ~~officers, and employees, agents, and representatives only~~ to the extent provided by and subject to the Georgia Tort Claims Act and other applicable law. Nothing contained in this Agreement shall be construed as a waiver, limitation, or impairment of any Governmental Party's sovereign immunity, governmental immunity, official immunity, or other qualified immunity, statutory immunity, or any other immunity, defense, limitation of liability, or protection available at law under the Constitution or laws of the State of Georgia to any Governmental Party or to any of its elected officials, officers, employees, agents, or representatives.

17. Appropriation; Public Funding Limitations

- a. Each Governmental Party's payment obligations under this Agreement are subject to annual appropriation of funds by its governing body and are limited to funds lawfully appropriated and available for that purpose.
- b. If a Governmental Party does not appropriate funds for its obligations under this Agreement, that Governmental Party may terminate its participation effective at the end of the then-current fiscal year, without further financial obligation except for amounts properly incurred and payable before the effective date of termination.
- c. No payment obligation under this Agreement shall be construed as a general obligation debt or pledge of the full faith and credit of any Governmental Party beyond amounts lawfully appropriated for the then-current fiscal year.

18. Default; Cure; Immediate Action; Setoff

- a. An event of default includes failure to perform services; failure to maintain required licenses or insurance; loss, suspension, nonrenewal, probation, or disciplinary action affecting any required shelter license; failure to maintain required public hours without approval or exigent circumstances; misuse of public property or funds; material false statement; failure to maintain records; failure to provide required reports; failure to comply with applicable law; insolvency; assignment without consent; or any other material breach of this Agreement.
- b. Except where immediate action is necessary, the non-defaulting Party or Parties shall provide written notice of default and the defaulting Party shall have thirty (30) days to cure, or such longer period as the non-defaulting Party or Parties may approve in writing if the default cannot reasonably be cured within thirty (30) days and the defaulting Party promptly begins and diligently pursues cure.
- c. ~~The Governmental Parties may immediately terminate this Agreement for cause if Animal Ark fails to cure a default within the applicable cure period.~~
- ~~d.~~ The Governmental Parties may take immediate action, including suspension of services, removal of animals, assumption of operations, restriction of facility access, withholding or offset of disputed or improperly supported amounts, obtaining temporary services from another provider, or termination, if the Governmental Parties determine that immediate action is necessary to protect animals, the public, public property, public funds, public health, or public safety.
- ed. Nothing in this Agreement prevents a Governmental Party from obtaining temporary, emergency, or supplemental animal shelter, veterinary, quarantine, transport, or related services from another provider when necessary to protect public health, public safety, animal welfare, continuity of services, or legal compliance.

19. Termination

- a. Any Governmental Party may terminate its participation in this Agreement without cause upon one hundred eighty (180) ~~days~~days prior written notice to the other Parties.

cb. Animal Ark may terminate this Agreement upon one hundred eighty (180) days' prior written notice to the Governmental Parties, provided Animal Ark continues to perform its obligations during the notice period and cooperates fully in transitioning shelter operations.

c. In addition to the remedies set forth in Section 18, the Governmental Parties may terminate this Agreement immediately upon written notice if Animal Ark fails to cure an Event of Default within the applicable cure period provided in Section 18, or immediately without opportunity to cure where Section 18 authorizes immediate action to protect animals, public health, public safety, public property, or public funds.

d. Upon expiration or termination, Animal Ark shall cooperate in the orderly transition of services; return public property; provide all Governmental Party-related records; account for all public funds, fees, donations, grants, animals subject to governmental hold, equipment, and supplies; and assist with transfer of animals as directed by the affected Governmental Parties or other lawful authority. Animal Ark shall also export and provide to the Governmental Parties, in a commonly usable electronic format such as CSV or an agreed database export, all shelter-management and animal-record data maintained in any Animal Ark software system relating to animals attributable to the Governmental Parties.

de. Termination by one Governmental Party shall not automatically terminate the Agreement as to the remaining Parties unless continued performance is impractical, unlawful, or otherwise rejected in writing by the remaining Parties and Animal Ark.

f. Upon the effective date of a Governmental Party's withdrawal, the remaining Governmental Parties shall have no obligation to assume the withdrawing Governmental Party's financial obligations or funding responsibilities unless they expressly agree in writing. The Parties shall cooperate in promptly revising the cost-allocation methodology to reflect the withdrawal.

20. Public Communications; Name and Logo

a. Animal Ark shall coordinate with the affected Governmental Parties regarding news releases, public announcements, major incidents, social media communications involving governmental animal control or shelter operations, fundraising using a Governmental Party name, and communications likely to attract significant public attention.

b. Animal Ark shall not use the name, logo, seal, or official branding of any Governmental Party in a manner suggesting endorsement beyond this Agreement without prior written approval of the designated representative of that Governmental Party.

21. Conflicts of Interest; Gratuities; Compliance

a. Animal Ark shall comply with applicable federal, state, and local laws and ordinances applicable to its performance under this Agreement, including applicable conflict-of-interest, ethics, nondiscrimination, immigration, employment, animal welfare, public health, and public records requirements.

b. Animal Ark shall not offer, give, solicit, or accept any gratuity, gift, favor, payment, economic opportunity, future employment, or other thing of value for the purpose of improperly securing

this Agreement, influencing official action, or obtaining favorable treatment in connection with this Agreement.

22. Notices

All notices under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or email with confirmation of receipt to the addresses specified below or to such other address as a Party may later designate by written notice.

LaGrange	Hogansville	Troup County	Animal Ark
City of LaGrange, Georgia	City of Hogansville, Georgia	Troup County, Georgia	Animal Ark Rescue
Attn: City Manager	Attn:	Attn:	Attn:
200 Ridley Avenue	Address:	Address:	Address:
LaGrange, Georgia 30240	City/State/Zip:	City/State/Zip:	City/State/Zip:

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23. Governing Law; Venue

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

b. Venue for any action arising out of this Agreement shall lie ~~in the state or federal courts having exclusively in a court of competent jurisdiction overlocated in~~ Troup County, Georgia, ~~unless otherwise required by law.~~

24. Miscellaneous

a. This Agreement, including all exhibits, contains the entire agreement of the Parties regarding the subject matter and supersedes prior discussions or agreements on the same subject.

b. This Agreement may be amended only by written instrument signed by authorized representatives of all Parties and approved as required by law.

c. This Agreement is for the benefit of the Parties and does not create rights in any third party.

d. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

e. A waiver of one breach shall not constitute a waiver of any other breach or future breach.

f. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

g. Animal Ark acknowledges the nondiscrimination requirements applicable to services performed on behalf of each Governmental Party, including City Code Section 5-1-6(e) of the City of LaGrange and any comparable nondiscrimination ordinance or policy of the City of

Hogansville and Troup County, and agrees that it will not discriminate against employees, applicants for employment, or recipients of services on the basis of race, color, religion, national origin, citizenship status, age, sex, disability, veteran status, political affiliation, sexual orientation, or gender identity.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

CITY OF LAGRANGE, GEORGIA

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____

CITY OF HOGANSVILLE, GEORGIA

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____

TROUP COUNTY, GEORGIA

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____

ANIMAL ARK RESCUE

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____

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EXHIBIT A - INSURANCE REQUIREMENTS

1. **Commercial General Liability.** Not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming LaGrange, Hogansville, and County as additional insureds.
2. **Automobile Liability.** Not less than \$1,000,000 combined single limit for owned, hired, and non-owned vehicles used in connection with this Agreement.
3. **Workers Compensation and Employers Liability.** As required by Georgia law.
4. **Professional Liability / Errors and Omissions / Animal Services Liability.** Coverage appropriate for animal shelter, rescue, veterinary coordination, animal handling, and related services, if available and commercially reasonable, in amounts acceptable to the Governmental Parties.
5. **Property/Contents Insurance.** Animal Ark shall insure its personal property, equipment, and supplies. Responsibility for building insurance shall be determined by the applicable facility ownership, lease, or separate written arrangement.
6. **Carrier Rating.** Required policies shall be issued by insurers authorized to do business in Georgia and reasonably acceptable to the Governmental Parties.
7. **Policy Requirements.** Policies shall be primary and non-contributory, include waiver of subrogation where available, and require a minimum of thirty (30) days notice of cancellation, nonrenewal, or material change where available.
8. **Proof of Coverage.** Certificates and endorsements shall be provided before services begin and upon each renewal. Failure to maintain required coverage may result in suspension, withholding of payment, procurement of coverage at Animal Ark expense where lawful and available, or termination.

ANIMAL SHELTER SERVICES AGREEMENT

City of LaGrange / City of Hogansville / Troup County / Animal Ark Rescue

THIS ANIMAL SHELTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, 20____, by and among the CITY OF LAGRANGE, GEORGIA, a municipal corporation of the State of Georgia ("LaGrange"), the CITY OF HOGANSVILLE, GEORGIA, a municipal corporation of the State of Georgia ("Hogansville"), TROUP COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), and ANIMAL ARK RESCUE, a Georgia non-profit corporation ("Animal Ark").

LaGrange, Hogansville, and County may be referred to collectively as the "Governmental Parties." Each may be referred to individually as a "Governmental Party" and collectively as the "Governmental Parties."

RECITALS

- A. LaGrange, Hogansville, and County each provide or arrange for animal control services within their respective jurisdictions and may take custody of stray, abandoned, impounded, surrendered, dangerous, quarantined, or otherwise regulated animals as permitted by applicable law.
- B. Animal Ark desires to operate and provide animal shelter services, including intake, humane care, legally required holding, quarantine coordination, redemption coordination, adoption, foster placement, rescue placement, veterinary coordination, and related services.
- C. The Governmental Parties desire to share shelter operating costs based on the proportionate use of shelter services by animals associated with each Governmental Party.
- D. Animal Ark represents that it has, or will obtain and maintain, the licenses, permits, personnel, volunteers, insurance, experience, procedures, and resources necessary to provide animal shelter services in a lawful, humane, sanitary, and professional manner.
- E. The "Shelter" means the animal shelter facility currently leased by LaGrange from the Humane Society and located at 1390 Orchard Hill Road, LaGrange, Georgia, or such other facility as the Governmental Parties and Animal Ark may designate in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Term

- a. This Agreement shall commence on January 1, 2027, and shall continue for an initial term of five (5) years, unless earlier terminated as provided herein.

b. Upon expiration of the initial term, this Agreement shall automatically renew for successive one-year terms unless any Party provides written notice of non-renewal at least one hundred eighty (180) days before the end of the then-current term.

c. Any renewal term shall remain subject to annual appropriation of funds by each Governmental Party and all other terms and conditions of this Agreement.

2. Scope of Animal Ark Services

a. Animal Ark shall provide animal shelter operations and related services for animals delivered by authorized representatives of LaGrange, Hogansville, and County.

b. Services shall include intake processing; humane care, feeding, watering, housing, cleaning, and sanitation; legally required holding and quarantine coordination; owner redemption coordination; adoption; foster placement; rescue transfer; veterinary coordination; euthanasia when legally authorized and humanely performed; complaint coordination; animal records; monthly reporting; public information; and related shelter administrative services.

c. Animal Ark shall accept animals delivered by authorized representatives of the Governmental Parties in accordance with applicable law, ordinance, shelter capacity, public health requirements, animal welfare requirements, approved intake protocols, and this Agreement.

d. This Agreement does not require Animal Ark to provide field animal control services, law enforcement services, or citation enforcement.

e. Animal Ark shall use reasonable efforts to promote owner redemption where legally available, adoption, foster placement, transfer, rescue placement, and other humane outcomes where legally and practically appropriate.

f. Animal Ark shall establish, maintain, and follow written operating protocols and procedures for shelter services consistent with applicable federal and state law, Georgia Department of Agriculture requirements, local ordinances, and generally accepted humane shelter practices. The protocols shall address, at a minimum, intake, animal identification, microchip scanning, required holding periods, owner notification, redemption, quarantine and bite cases, disease control, sanitation, vaccination, veterinary care, foster placement, transfer, adoption, euthanasia, capacity triage among the Governmental Parties, emergency response, complaints, records, and public communications.

g. A copy of the protocols and procedures shall be made available to the Governmental Parties upon request.

3. Operating Hours; Public Access

a. Animal Ark shall operate the Shelter for public access seven (7) days per week from 10:00 a.m. to 5:00 p.m., including reasonable access for owner redemption, adoption, foster, volunteer, rescue, and public information activities.

b. Any permanent change in the regular public operating hours shall require prior written approval of the designated representatives from all three Governmental Parties. Temporary

closures or reduced hours due to emergency, natural disaster, staffing emergency, disease outbreak, public health requirement, safety issue, or similar exigent circumstance may occur when reasonably necessary, provided Animal Ark gives prompt notice to the Governmental Parties and resumes regular hours as soon as practical.

c. Animal Ark shall maintain and post current public hours, holiday schedules, emergency contact information, and redemption procedures in a manner reasonably accessible to the public.

4. Animal Intake and Documentation

a. Animal Ark shall use a standard intake form or electronic intake process approved by the Governmental Parties. At a minimum, intake records shall identify the date and time of intake, species, breed if known, sex, approximate age, color/markings, microchip/tag/rabies/license information, location recovered or origin address, delivering person, delivering agency if applicable, jurisdictional attribution, reason for intake, observed medical condition, observed animal disposition, quarantine or hold status, and final disposition. Final disposition shall be documented in the animal's record when the animal is reclaimed, adopted, transferred, euthanized, or otherwise leaves the facility.

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b. Consistent with applicable law and regulations, Animal Ark shall scan animals for microchips or other identification at intake and shall make reasonable efforts to notify an identified owner of an animal's impoundment within twenty-four (24) hours after the animal is initially confined, unless immediate notice is impractical or prohibited by law, investigation, or court order.

c. ~~Each~~For purposes of cost allocation under this Agreement, each animal shall be attributed to the Governmental Party ~~whose authorized having jurisdictional responsibility for the animal as determined under this Section. The identity of the governmental agency or representative delivered the~~delivering an animal to the Shelter ~~or whose jurisdiction is otherwise responsible for the animal under agreed intake rules. Owner surrendered animals, animals delivered by residents, and animals delivered by third parties shall be attributed based on the animal's location of origin, owner residence if applicable, and/or Animal Ark's intake procedures not by itself, determine jurisdictional attribution.~~

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The Parties acknowledge that animals may be abandoned or transported from one jurisdiction into another before being recovered. Accordingly, jurisdictional attribution shall be based upon the animal's jurisdiction of origin as determined from the best reasonably available evidence.

In determining jurisdictional attribution, Animal Ark shall consider the best reasonably available evidence regarding the animal's jurisdiction of origin, including, as applicable, the owner's residence, the location where the animal was most recently regularly kept, microchip registration, licensing records, veterinary records, witness information, a signed intake certification, and any other reasonably available evidence.

An animal shall not be attributed solely because it is found, recovered, or delivered within a particular jurisdiction. If the available information does not reasonably establish jurisdictional responsibility, the designated representatives of the Governmental Parties shall jointly determine the appropriate attribution based upon the available evidence.

d. Disputes regarding jurisdictional attribution shall be reviewed by the designated representatives of the Governmental Parties acting in good faith using the standards set forth in Section 4(c) and the intake records, pickup location, owner residence, and/microchip or other relevant licensing information, veterinary records, witness information, pickup location when relevant, and any other reasonably available evidence. Animal Ark shall make available to the designated representatives all intake records and other documentation reasonably relevant to the attribution determination. If an animal's jurisdictional attribution cannot reasonably be determined after application of the foregoing standards, the animal shall be allocated among LaGrange, Hogansville, and County for cost-allocation purposes proportionally based on each Governmental Party's respective percentage share of known attributed weighted animal-days for that month.

e. For owner-surrendered animals and animals voluntarily delivered by members of the public, Animal Ark shall require the delivering person to complete and sign an intake certification identifying, to the best of that person's knowledge, the animal's owner (if known), the owner's residence (if known), the location where the animal was regularly kept (if known), the location where the animal was found or obtained, and any other information reasonably necessary to determine the animal's jurisdiction of origin. The intake certification shall be signed by the delivering person, retained as part of the permanent intake record, and shall be considered in determining jurisdictional attribution under this Agreement.

Any subsequent modification of an animal's jurisdictional attribution after the initial intake determination shall be documented in the animal's intake record, including the factual basis for the change, the date of the change, and the person authorizing the modification. Documentation supporting any such modification shall be made available to the affected Governmental Party upon request and shall accompany any monthly invoice reflecting the revised attribution.

5. Annual Budget Process

a. Animal Ark shall prepare and submit to the Governmental Parties a proposed shelter operating budget for each upcoming July 1 through June 30 fiscal year. The proposed budget shall be submitted no later than May 1 of each year.

b. The proposed budget shall include reasonable detail regarding anticipated revenues, donations, grants, staffing, benefits, food, supplies, routine and non-routine veterinary expenses, medications, cleaning and sanitation, insurance, utilities if applicable, equipment, software, administrative expenses, facility-related expenses if applicable, contingency needs, and any proposed capital or startup expenditures.

c. Unless otherwise approved in writing, only reasonable, necessary, shelter-related expenses within the approved annual budget shall be included in monthly cost-sharing invoices. Material changes to the submitted annual budget shall require prior written approval of all three Governmental Parties.

d. For the initial partial fiscal year beginning January 1, 2027 and ending June 30, 2027, Animal Ark shall submit a proposed startup and partial-year operating budget prior to execution of this Agreement.

6. Monthly Billing and Cost Allocation

a. Animal Ark shall invoice the Governmental Parties monthly and due within thirty days. Each monthly invoice shall include a detailed breakout of actual shelter expenses for the billing period, year-to-date expenses compared to the submitted annual budget, revenues or credits received for shelter operations, and supporting documentation reasonably sufficient to verify the invoice. A Governmental Party may dispute any invoice or jurisdictional attribution by providing written notice within thirty (30) days after receipt of the invoice. Payment of the undisputed portion shall not waive the right to contest the disputed portion.

b. Monthly billing amounts shall be calculated as follows:

- i. Determine Net Shelter Expenses by subtracting any applicable shelter revenues, including donations or grants, from expenses.
- ii. Calculate the total Animal-days for each Governmental Party. Animal-days equals the number of days, full or partial, that each animal remained in the shelter during the current month multiplied by a weighting factor of 1.0 for dogs and 0.5 for cats.
- iii. Calculate the percentage share for each Governmental Party during the month as follows: $\text{Governmental Party Percentage Share} = (\text{Party Weighted Animal-Days} / \text{Total Weighted Animal-Days for all Governmental Parties}) \times 100$.
- iv. The monthly amount billed to each Governmental Party shall be equal to the Party's Percentage Share multiplied by the Net Shelter Expenses.

c. Animal Ark shall provide supporting animal census reports with each invoice showing Governmental Party assignment, identification number, intake date, disposition date and type if applicable, days in shelter during the month, species, status, legal hold or quarantine status, and any other necessary information.

d. A monthly summary report shall be included with each invoice showing at a minimum the number of animals, itemized by dogs and cats, received from each Governmental Party or other source; animals redeemed by owners; animals adopted; animals placed in foster care; animals transferred to rescue or other organizations; animals released to the field where allowed by law; animals euthanized; animals deceased; animals under quarantine; animals under legal, evidentiary, dangerous-animal, cruelty, or law-enforcement hold; and owner surrenders.

7. Startup Cost Contribution

a. The Governmental Parties shall make the following startup cost contributions, if any, to assist with transition, initial operations, equipment, supplies, staffing, repairs, technology, or other approved startup needs:

Governmental Party	Startup Contribution
City of LaGrange	\$ 23,500
City of Hogansville	\$ 23,500 3,000
Troup County	\$ 3,000 23,500

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b. Any startup contribution shall be used only for approved shelter-related purposes and shall be accounted for in the same manner as other funds or expenses under this Agreement.

8. Records

a. Animal Ark shall maintain complete and accurate records regarding animals delivered by or attributed to the Governmental Parties, intakes, beginning and ending monthly census counts, dispositions, redemptions, transfers, adoptions, euthanasia, veterinary care, quarantine, bite matters, dangerous animal matters, complaints, fees, donations, grants, revenues, expenses, invoices, and other relevant matters.

b. Records related to services performed for the Governmental Parties may be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq. Animal Ark shall cooperate with the Governmental Parties in responding to records requests and shall not destroy, withhold, or alter responsive records except as permitted by law.

c. Animal Ark shall promptly notify the affected Governmental Party of any request relating to that Party's animal control or shelter services.

d. Animal Ark shall provide to the Governmental Parties, within six (6) months after the end of each Animal Ark fiscal year, audited financial statements, or if a full audit is not required or is not commercially reasonable, an independent accountant's review, compilation, or other financial statement acceptable to the Governmental Parties.

e. Animal Ark shall provide the designated representatives of the Governmental Parties with read-only digital access to its electronic shelter management software system.

9. Fees; Revenues; Donations

a. Animal Ark may collect and retain adoption fees, rescue fees, redemption-related fees, donations made to Animal Ark, grants awarded to Animal Ark, and other shelter revenues for use in operating the shelter and caring for animals, unless a donor, grantor, applicable law, ordinance, or written agreement provides otherwise.

b. Court fines, citations, penalties, governmental license fees, governmental administrative fees, or other governmental revenues imposed or collected by a Governmental Party shall remain revenues of that Governmental Party unless otherwise approved in writing by that Governmental Party.

c. Animal Ark shall issue receipts for payments collected and shall maintain records sufficient to document all fees, revenues, donations, grants, credits, and expenditures related to shelter operations and services under this Agreement.

d. Donations made specifically to Animal Ark shall belong to Animal Ark unless the donor expressly directs otherwise. Donations made to a Governmental Party, and fixtures or permanent improvements made to public property, shall belong to the applicable Governmental Party or facility owner unless otherwise agreed in writing.

10. Shelter Standards; Licenses; Legal Compliance

a. Animal Ark shall obtain and maintain all licenses, permits, registrations, certifications, and approvals required to operate the Shelter and perform the services described in this Agreement, including any required Georgia Department of Agriculture animal shelter, rescue, kennel, or related license applicable to its operations.

b. Animal Ark shall immediately notify the Governmental Parties of any notice of violation, inspection deficiency, investigation, complaint, suspension, probation, revocation, nonrenewal, disease outbreak, bite incident, missing animal, suspected theft, animal escape, suspected cruelty matter, or other event that may create legal, public health, animal welfare, operational, financial, or reputational risk to any Governmental Party.

c. Animal Ark shall arrange for licensed veterinary services for animals requiring medical evaluation or treatment and shall maintain records of veterinary care provided.

d. Euthanasia, when necessary and legally permitted, shall be performed humanely by a properly trained and legally authorized person using methods permitted by applicable law and accepted humane shelter practices. Nothing in this Agreement requires Animal Ark to euthanize an animal unless required by court order, law, immediate humane necessity, or other legal authority.

11. Quarantine; Legal Holds; Cooperation with Authorities

a. Animal Ark shall coordinate required holding periods, quarantine, bite cases, rabies control matters, dangerous-animal matters, cruelty matters, evidentiary holds, and law-enforcement holds in accordance with applicable law, ordinance, court order, and direction from the appropriate Governmental Party or lawful authority.

b. Animal Ark shall provide information in its possession concerning impounded animals to the affected Governmental Party, law enforcement agency, local rabies control authority, public health agency, court, or other lawful authority upon request, consistent with applicable law.

c. Animal Ark shall cooperate with the Governmental Parties and law enforcement agencies in matters involving animal cruelty, neglect, dangerous animals, bite incidents, public health, and public safety.

12. Facility, Utilities, Maintenance, Equipment, and Access

a. The Parties acknowledge that the shelter facility arrangement may involve rights or obligations separate from this services Agreement. This Agreement does not amend or replace any applicable ownership document, facility lease, facility use agreement, maintenance agreement, or separate written facility arrangement.

b. Animal Ark shall not assign this Agreement, sublease any premises, or permit unauthorized third-party use or occupancy of any shelter facility without the prior written approval of the Governmental Parties.

c. Animal Ark shall keep any shelter facility used for services clean, sanitary, safe, orderly, and free from unreasonable accumulation of waste, odor, insects, rodents, and hazardous conditions. Animal Ark shall be responsible for routine interior cleaning, kennel sanitation, animal care areas, and damage caused by Animal Ark, its employees, volunteers, agents, contractors, animals in its care, or invitees.

d. Expenses for routine shelter operations and facility needs, including utilities, routine cleaning, kennel sanitation, animal care areas, fencing, kennels, gates, lawn care, landscaping, ordinary repairs, major building components, HVAC, plumbing, electrical systems, appliances, equipment, video systems, and other property-related expenses, shall be included in Animal Ark's annual budget and billed monthly to the Governmental Parties in accordance with this Agreement. ~~Large~~Any unbudgeted capital ~~expenses~~expenditure shall not be included in the regular monthly invoices and shall be funded separately only upon the prior agreement/written approval of the designated representatives of the Governmental Parties.

e. The Governmental Parties may inspect the Shelter during normal business hours and at any time in the event of emergency, suspected violation, animal welfare concern, public health concern, public safety concern, financial concern, suspected default, or threat to public property or legal interests.

13. Personnel; Volunteers; Training

a. Animal Ark shall provide sufficient qualified personnel and volunteers to perform the services and to maintain the public operating hours required by this Agreement. Animal Ark shall be solely responsible for hiring, supervision, training, discipline, compensation, taxes, benefits, insurance, and termination of its employees, volunteers, contractors, and agents.

b. Animal Ark shall designate a primary representative responsible for day-to-day administration of this Agreement and after-hours contacts for urgent animal welfare, facility, public health, or public safety issues.

c. Each Governmental Party shall designate a representative for administration of this Agreement. The designated representatives serve as the primary points of contact for budget review, monthly reports, cost allocation, operational concerns, public complaints, records requests, and performance review.

14. Independent Contractor

a. Animal Ark is an independent contractor and is not an employee, department, agency, partner, joint venturer, or legal representative of any Governmental Party. Animal Ark shall have no authority to bind any Governmental Party, incur obligations on behalf of any Governmental Party, or represent that it has authority to do so.

b. No Animal Ark employee, volunteer, officer, director, agent, or subcontractor shall be deemed an employee of any Governmental Party for any purpose, including workers

compensation, unemployment compensation, retirement, employee benefits, payroll taxes, or civil service rights.

15. Insurance

- a. Before commencing services, Animal Ark shall provide certificates of insurance and endorsements acceptable to the Governmental Parties evidencing the coverages listed in Exhibit A. Required insurance shall remain in full force and effect throughout the term of this Agreement.
- b. LaGrange, Hogansville, and County shall be named as additional insureds on applicable liability policies. Animal Ark's insurance shall be primary and non-contributory as to any insurance or self-insurance maintained by the Governmental Parties.
- c. Animal Ark shall require subcontractors and service providers performing work under this Agreement to maintain insurance appropriate to their work and acceptable to the Governmental Parties.
- d. If Animal Ark fails to maintain required insurance, the Governmental Parties may suspend services, withhold payments, require cure, purchase necessary coverage if available and charge the cost to Animal Ark, or terminate this Agreement as provided herein.

16. Indemnification

- a. To the fullest extent permitted by Georgia law, Animal Ark shall defend, indemnify, and hold harmless LaGrange, Hogansville, County, and their elected officials, officers, employees, agents, attorneys, volunteers, successors, and assigns from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorney's fees, arising out of or relating to Animal Ark's performance or failure to perform under this Agreement; shelter operations; use or occupancy of any shelter facility; acts or omissions of Animal Ark or its employees, volunteers, agents, subcontractors, animals in its care, or invitees; violation of law; records violations caused by Animal Ark; or misuse of public funds or property, except to the extent caused by the sole negligence or willful misconduct of the party seeking indemnification.
- b. This indemnification obligation shall survive expiration or termination of this Agreement.
- c. Each Governmental Party shall be responsible for the acts and omissions of its own officers, officials, ~~officers,~~ and employees, ~~agents, and representatives only~~ to the extent provided by and subject to the Georgia Tort Claims Act and other applicable law. Nothing contained in this Agreement shall be construed as a waiver, limitation, or impairment of any Governmental Party's sovereign immunity, governmental immunity, official immunity, or other qualified immunity, statutory immunity, or any other immunity, defense, limitation of liability, or protection available at law under the Constitution or laws of the State of Georgia to any Governmental Party or to any of its elected officials, officers, employees, agents, or representatives.

17. Appropriation; Public Funding Limitations

- a. Each Governmental Party's payment obligations under this Agreement are subject to annual appropriation of funds by its governing body and are limited to funds lawfully appropriated and available for that purpose.
- b. If a Governmental Party does not appropriate funds for its obligations under this Agreement, that Governmental Party may terminate its participation effective at the end of the then-current fiscal year, without further financial obligation except for amounts properly incurred and payable before the effective date of termination.
- c. No payment obligation under this Agreement shall be construed as a general obligation debt or pledge of the full faith and credit of any Governmental Party beyond amounts lawfully appropriated for the then-current fiscal year.

18. Default; Cure; Immediate Action; Setoff

- a. An event of default includes failure to perform services; failure to maintain required licenses or insurance; loss, suspension, nonrenewal, probation, or disciplinary action affecting any required shelter license; failure to maintain required public hours without approval or exigent circumstances; misuse of public property or funds; material false statement; failure to maintain records; failure to provide required reports; failure to comply with applicable law; insolvency; assignment without consent; or any other material breach of this Agreement.
- b. Except where immediate action is necessary, the non-defaulting Party or Parties shall provide written notice of default and the defaulting Party shall have thirty (30) days to cure, or such longer period as the non-defaulting Party or Parties may approve in writing if the default cannot reasonably be cured within thirty (30) days and the defaulting Party promptly begins and diligently pursues cure.
- c. ~~The Governmental Parties may immediately terminate this Agreement for cause if Animal Ark fails to cure a default within the applicable cure period.~~
- d. ~~The Governmental Parties may take immediate action, including suspension of services, removal of animals, assumption of operations, restriction of facility access, withholding or offset of disputed or improperly supported amounts, obtaining temporary services from another provider, or termination, if the Governmental Parties determine that immediate action is necessary to protect animals, the public, public property, public funds, public health, or public safety.~~
- ed. Nothing in this Agreement prevents a Governmental Party from obtaining temporary, emergency, or supplemental animal shelter, veterinary, quarantine, transport, or related services from another provider when necessary to protect public health, public safety, animal welfare, continuity of services, or legal compliance.

19. Termination

- a. Any Governmental Party may terminate its participation in this Agreement without cause upon one hundred eighty (180) ~~days~~days prior written notice to the other Parties.

eb. Animal Ark may terminate this Agreement upon one hundred eighty (180) days' prior written notice to the Governmental Parties, provided Animal Ark continues to perform its obligations during the notice period and cooperates fully in transitioning shelter operations.

c. In addition to the remedies set forth in Section 18, the Governmental Parties may terminate this Agreement immediately upon written notice if Animal Ark fails to cure an Event of Default within the applicable cure period provided in Section 18, or immediately without opportunity to cure where Section 18 authorizes immediate action to protect animals, public health, public safety, public property, or public funds.

d. Upon expiration or termination, Animal Ark shall cooperate in the orderly transition of services; return public property; provide all Governmental Party-related records; account for all public funds, fees, donations, grants, animals subject to governmental hold, equipment, and supplies; and assist with transfer of animals as directed by the affected Governmental Parties or other lawful authority. Animal Ark shall also export and provide to the Governmental Parties, in a commonly usable electronic format such as CSV or an agreed database export, all shelter-management and animal-record data maintained in any Animal Ark software system relating to animals attributable to the Governmental Parties.

de. Termination by one Governmental Party shall not automatically terminate the Agreement as to the remaining Parties unless continued performance is impractical, unlawful, or otherwise rejected in writing by the remaining Parties and Animal Ark.

f. Upon the effective date of a Governmental Party's withdrawal, the remaining Governmental Parties shall have no obligation to assume the withdrawing Governmental Party's financial obligations or funding responsibilities unless they expressly agree in writing. The Parties shall cooperate in promptly revising the cost-allocation methodology to reflect the withdrawal.

20. Public Communications; Name and Logo

a. Animal Ark shall coordinate with the affected Governmental Parties regarding news releases, public announcements, major incidents, social media communications involving governmental animal control or shelter operations, fundraising using a Governmental Party name, and communications likely to attract significant public attention.

b. Animal Ark shall not use the name, logo, seal, or official branding of any Governmental Party in a manner suggesting endorsement beyond this Agreement without prior written approval of the designated representative of that Governmental Party.

21. Conflicts of Interest; Gratuities; Compliance

a. Animal Ark shall comply with applicable federal, state, and local laws and ordinances applicable to its performance under this Agreement, including applicable conflict-of-interest, ethics, nondiscrimination, immigration, employment, animal welfare, public health, and public records requirements.

b. Animal Ark shall not offer, give, solicit, or accept any gratuity, gift, favor, payment, economic opportunity, future employment, or other thing of value for the purpose of improperly securing

this Agreement, influencing official action, or obtaining favorable treatment in connection with this Agreement.

22. Notices

All notices under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or email with confirmation of receipt to the addresses specified below or to such other address as a Party may later designate by written notice.

LaGrange	Hogansville	Troup County	Animal Ark
City of LaGrange, Georgia	City of Hogansville, Georgia	Troup County, Georgia	Animal Ark Rescue
Attn: City Manager	Attn:	Attn:	Attn:
200 Ridley Avenue	Address:	Address:	Address:
LaGrange, Georgia 30240	City/State/Zip:	City/State/Zip:	City/State/Zip:

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23. Governing Law; Venue

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

b. Venue for any action arising out of this Agreement shall lie ~~in the state or federal courts~~ having exclusively in a court of competent jurisdiction ~~ever located in~~ Troup County, Georgia, ~~unless otherwise required by law.~~

24. Miscellaneous

a. This Agreement, including all exhibits, contains the entire agreement of the Parties regarding the subject matter and supersedes prior discussions or agreements on the same subject.

b. This Agreement may be amended only by written instrument signed by authorized representatives of all Parties and approved as required by law.

c. This Agreement is for the benefit of the Parties and does not create rights in any third party.

d. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

e. A waiver of one breach shall not constitute a waiver of any other breach or future breach.

f. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

g. Animal Ark acknowledges the nondiscrimination requirements applicable to services performed on behalf of each Governmental Party, including City Code Section 5-1-6(e) of the City of LaGrange and any comparable nondiscrimination ordinance or policy of the City of

Hogansville and Troup County, and agrees that it will not discriminate against employees, applicants for employment, or recipients of services on the basis of race, color, religion, national origin, citizenship status, age, sex, disability, veteran status, political affiliation, sexual orientation, or gender identity.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

CITY OF LAGRANGE, GEORGIA

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____

CITY OF HOGANSVILLE, GEORGIA

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____

TROUP COUNTY, GEORGIA

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____

ANIMAL ARK RESCUE

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
By: _____

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EXHIBIT A - INSURANCE REQUIREMENTS

1. **Commercial General Liability.** Not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming LaGrange, Hogansville, and County as additional insureds.
2. **Automobile Liability.** Not less than \$1,000,000 combined single limit for owned, hired, and non-owned vehicles used in connection with this Agreement.
3. **Workers Compensation and Employers Liability.** As required by Georgia law.
4. **Professional Liability / Errors and Omissions / Animal Services Liability.** Coverage appropriate for animal shelter, rescue, veterinary coordination, animal handling, and related services, if available and commercially reasonable, in amounts acceptable to the Governmental Parties.
5. **Property/Contents Insurance.** Animal Ark shall insure its personal property, equipment, and supplies. Responsibility for building insurance shall be determined by the applicable facility ownership, lease, or separate written arrangement.
6. **Carrier Rating.** Required policies shall be issued by insurers authorized to do business in Georgia and reasonably acceptable to the Governmental Parties.
7. **Policy Requirements.** Policies shall be primary and non-contributory, include waiver of subrogation where available, and require a minimum of thirty (30) days notice of cancellation, nonrenewal, or material change where available.
8. **Proof of Coverage.** Certificates and endorsements shall be provided before services begin and upon each renewal. Failure to maintain required coverage may result in suspension, withholding of payment, procurement of coverage at Animal Ark expense where lawful and available, or termination.