



City of Hogansville

## City Council

Work Session Meeting Agenda

**Monday, April 7, 2025 – 5:30 pm**

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

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

### **WORK SESSION – 5:30 pm**

#### **ORDER OF BUSINESS**

1. Jackson Adams – re: Carp at Lake Jimmy Jackson
2. Pickleball Netting & Striping Quote
3. GDOT Interstate Lighting Agreement
4. LMIG-LRA Funding Project Ideas
5. AMR Agreement
6. Hogan Cemetery



CITY COUNCIL  
Mayor Jake Ayers  
Michael Taylor, Jr., Post 1  
Jason Baswell, Post 2  
Mandy Neese, Post 3  
Mark Ayers, Post 4  
Toni Striblin, 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:** April 7, 2025

**SUBMITTED BY:** Lisa Kelly 

**AGENDA TITLE:** Lake Jimmy Jackson – Grass Carp Nuisance

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

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

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

Jackson Adams, a 16 year old student at Callaway High School and member of the Callaway Fishing Team, has approached me with concerns of nuisance grass carp at Lake Jimmy Jackson. He has done some research, which is attached, and feels remediation is needed to eliminate the threat to other fish and wildlife. I've done a little research on my own and attached it here. A call placed to DNR has also confirmed this species as a threat.

No permit through DNR is required. The recommended solution, based on the size of the identified grass carp at the lake, is by bow fishing and would need to be done after dark. Staff would make contact with owners of property touching the lake property prior to remediation.

Jackson would be accompanied by an adult at all times throughout the process.

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

No budget impact.

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

Staff recommends authorizing Jackson Adams and an accompanying adult(s), during evening hours, to remediate the invasive species of carp





## LeAnn Lehigh

---

**From:** Lisa Kelly  
**Sent:** Friday, April 4, 2025 10:30 AM  
**To:** LeAnn Lehigh  
**Subject:** FW: Fishing the reservoir

**From:** Jackson Adams <jkadams044@gmail.com>  
**Sent:** Friday, February 14, 2025 11:18 PM  
**To:** Lisa Kelly <lisa.kelly@cityofhogansville.org>  
**Subject:** Fishing the reservoir

3 inches of water flow. They should only be stocked in ponds with barriers on spillways or in ponds without overflows.

- Plant control Grass carp become less effective at controlling plants as they grow larger, so they may need to be restocked.
- Habitat damage Grass carp can destroy native fish and wildlife habitats by removing aquatic plants.
- Water turbidity Grass carp can indirectly cause increased water turbidity.
- Harmful algal blooms Grass carp can cause harmful algal blooms (HABs) by reintroducing phosphorus and nitrogen into the water after passing through their digestive system.
- Forage base depletion Grass carp can deplete the forage base by removing aquatic vegetation and the insects that live on it. This can slow the growth of predator fish.
- Eating other fish Grass carp can eat many types of fish, which can lead to their death.
- Lack of predation Grass carp are only hunted by a few birds and some larger fish, leaving many to hunt and kill in the area. Another problem is that grass carp do not digest everything they ingest. Very few fish species have the ability to subsist on aquatic plants, but the grass carp has uniquely adapted teeth in its throat that help to shred plant material and an extremely long intestinal tract to aid in absorption of nutrients. Even so, much of what comes out the back end of a grass carp is still green and full of nutrients that stimulate the growth of algae. This means that grass carp can turn a lake with clear water and a healthy community of aquatic plants into a murky-water environment devoid of rooted plants. I personally have witnessed lakes stocked with such a high density of grass carp that they resorted to sticking their heads out of the water and feeding on grasses at the lake's edge because no submerged aquatic plants were left in the lake. Grass carp significantly impact ecosystems by rapidly consuming large quantities of aquatic vegetation, which can drastically alter habitats for native fish species, reduce food sources for waterfowl, and potentially lead to increased algal blooms due to the lack of plant competition, ultimately disrupting the food web and altering the overall balance of the aquatic environment. Key points about grass carp's ecological impact:

- Vegetation removal: Their primary impact is the near-elimination of aquatic plants, which can be beneficial for controlling invasive vegetation but can also destroy critical habitats for spawning and shelter for native fish species.
- Algal blooms: By removing aquatic plants, grass carp can indirectly contribute to increased algal growth as there is less competition for nutrients in the water column, potentially leading to harmful algal blooms.
- Water clarity issues: Dense populations of grass carp can lead to decreased water clarity due to increased suspended sediment from their feeding activity.
- Food web disruption: The removal of aquatic vegetation can significantly reduce the food source for invertebrates and other organization that rely on plant matter, impacting the entire food chain.
- Impact on waterfowl: As many waterfowl depend on aquatic vegetation for food and nesting sites, grass carp can negatively affect their populations.

Important considerations:  
Monitoring and management: Careful monitoring and management practices are crucial to ensure that grass carp populations remain controlled and do not disrupt ecosystems beyond intended areas To



remove grass carp from a pond, the most common methods are fishing them out using a seine or bow fishing, which is often the most effective approach,





# The Effect of Grass Carp in Georgia

Grass Carps can cause many species to have problems as it can kill them in the certain area causing damage that may not be able to be fixed.

**Dawson Davis and Aidan Rinaldi**  
**November 2, 2022**

The Grass Carp was first brought into the United States of America in the state of Alabama to help control aquaculture facilities. When the aquacultures over flooded they escaped into the nearby river and lakes which they then would spread across the south and into the Chattahoochee river.





Grass Carp likes to live in water. Water such as Lakes and Rivers,

Grass Carp were brought here to help control plant growth in aquaculture but they flooded and the Grass Carp escaped and got into the wild. Their eggs hatch in warm water and each female carp can lay up to two million eggs per year. There is only a few safe ways to remove the carp which is too fish them out or too shoot them out. There are other ways but those are not safe for the water such as putting fish food in and having it poisoned but that can kill other fish.





Grass Carp like to live in pools in streams, lakes, rivers and reservoirs. They like to hatch there eggs in warm water between the temperature of above 68 degrees Fahrenheit. The grass carp lays up to more then two million eggs per year. The adults eat aquatic and terrestrial plants while the younger grass carp eats aquatic invertebrates.



This is a bluegill which is a native fish in the Chattahoochee River. The Grass Carp is out-competing this native fish for food.

The Grass Carp in Georgia lives mostly in the Chattahoochee river. They have been known to eat many types of plants that grow in the river and lakes. They eat many kinds of fish and can lead them to die in that area. They are only hunted by a few birds and a few fish if those fish are bigger then the carp. In turn it leaves a ton of them that hunts and kills in that area while not being eaten by much.






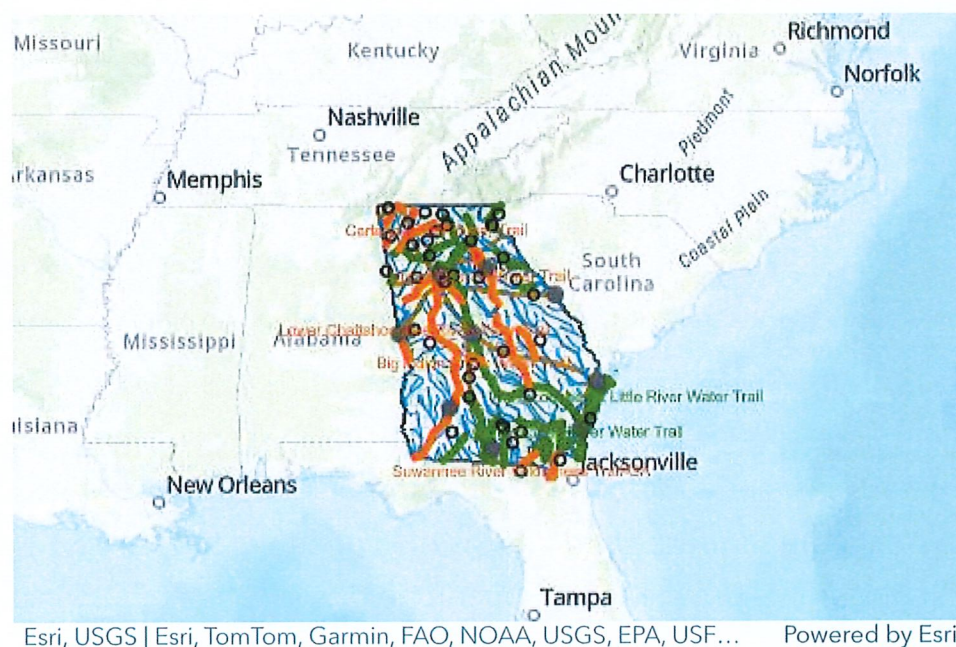
The Alligator is one of the few animals that actually eat Grass Carp.



Esri, USGS | Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS

100 mi  Powered by Esri





### Entry points in Georgia

### Credits

Aidan did the four paragraphs and all the images.

Dawson did the Maps.



# SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

[MIKE@SIGNATURETENNIS.COM](mailto:MIKE@SIGNATURETENNIS.COM)



Mike Imbornone (Owner)

February 17, 2025

TO: TROUP COUNTY/HOGANSVILLE ELEMENTARY

611 E. MAIN STREET, HOGANSVILLE, GA 30230

ATTN: LANCE DENNIS EMAIL: [LDENNIS@TROUPCOUNTYGA.GOV](mailto:LDENNIS@TROUPCOUNTYGA.GOV) PHONE: 404-667-3805

## PICKLE BALL COURTS ON COURT WITH EXISTING PICKLE BALL LINES

1. INSTALL 4 NET POST FOUNDATIONS AND 2 CENTER ANCHORS ON TENNIS COURT WITH EXISTING PICKLE BALL LINES  
NOTE: DIRT REMOVED FROM DIGGING OUT NET POST FOUNDATIONS WILL BE SPREAD ON SITE AS DESIGNATED BY OWNER
2. INSTALL 2 NEW SETS OF PICKLE BALL NET POSTS, 2 NEW PICKLE BALL NETS AND STRAPS
3. TOUCH UP AROUND NET POST FOUNDATIONS WITH APPROPRIATE COURT COLORS AND CLEAN WORK SITE THOROUGHLY  
NOTE: COLORS WILL NOT MATCH EXACTLY  
NOTE: TENNIS LINES WILL STILL REMAIN ON COURT

TOTAL: \$4,800

OPTION: RE-COLOR COAT ENTIRE TENNIS COURT WITH ONE COAT OF BLACK AND 2 COATS OF COLOR AND STRIPE 2 SETS OF PICKLE BALL LINES  
ADD: \$6,000

NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS

NOTE: THIS QUOTE IS GOOD FOR 30 DAYS. AFTER 30 DAYS THE PROJECT WILL NEED TO BE REPRICED DUE TO MATERIAL PRICING BEING UNSTABLE.

\_\_\_\_\_  
ACCEPTANCE SIGNATURE

\_\_\_\_\_  
DATE







**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

November 14, 2024

Lisa Kelly  
City Manager  
City of Hogansville  
111 High Street  
Hogansville, GA 30230

**RE: Roundabout lighting assistance for SR 54/SR 100 @ I-85 Ramps – P.I. No. 0018022; City of Hogansville**

Dear Ms. Kelly,

The Department will require a signed agreement for roundabout lighting installed as part of the above-mentioned project. The lighting shall be administered in the form of a Local Government Lighting Project Agreement (LGLPA). It will be the responsibility of the City to provide the Energy, Operation and Maintenance for the system. The Department shall be responsible for the design and installation, including all costs of materials for the system.

Attached for your review are two (2) original copies of the proposed LGLPA between the Georgia Department of Transportation and City of Hogansville, for City and State participation. It is requested that a Resolution be secured from the City Council before entering into the Agreement, if applicable. By virtue of the Resolution, the City can then enter into the Agreement. The Resolution/Agreement process can be done concurrently. If you concur with the terms of this Agreement, please attach an official copy of the Resolution (including all signatures and seals) to each of the Agreements. Then, please obtain the necessary signatures and appropriate seals from the City Council on the two copies of the Agreement and return both copies to the Office of Design Policy & Support for further handling. *Please do not fill in the date on the first page of the Agreement, as the Department will complete this upon execution.* We will return one copy of the executed Agreement for your files.





**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

If you have any questions or need any additional assistance, please contact Robert Graham at (404) 631-1684.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Pass", with a long, sweeping horizontal line extending to the right.

FOR Daniel Pass, P.E.  
State Design Policy Engineer

Enclosure: Local Government Lighting Project Agreement (2 copies)

cc: Dennis McEntire, Secretary, State Transportation Board, Congressional District  
3  
Meg Pirkle, Chief Engineer  
Tyler Peek, District 3 Engineer  
Christopher Rudd, Director of Engineering



**INTERGOVERNMENTAL LIGHTING AGREEMENT**

**BETWEEN**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**AND**

**CITY OF HOGANSVILLE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, (“Effective Date”) by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the **CITY OF HOGANSVILLE, GEORGIA** acting by and through its City Council, hereinafter called the **CITY** (the **DEPARTMENT** and the **CITY** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

**WHEREAS**, the **CITY** has represented to the **DEPARTMENT** a desire to obtain roundabout lighting as part of the **SR 54/SR 100 @ I-85 RAMPS** project, said lighting to be installed under P.I. No. 0018022, Troup County;

**WHEREAS**, the **CITY** has represented to the **DEPARTMENT** a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the **DEPARTMENT** has relied upon such representation; and





**WHEREAS**, the **DEPARTMENT** has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the **DEPARTMENT**, funds apportioned to the **DEPARTMENT** by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

**NOW, THEREFORE**, in consideration of the mutual promises made and of the benefits to flow from one to the other, the **DEPARTMENT** and the **CITY** hereby agree each with the other as follows:

#### **ARTICLE I** **INSTALLATION**

The **DEPARTMENT** or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the **SR 54/SR 100 @ I-85 RAMPS** project, said lighting to be installed under P.I. No. 0018022, Troup County as shown on Attachment "A" attached hereto and made a part hereof.

#### **ARTICLE II** **CITY'S RESPONSIBILITIES**

1. Upon completion of installation of said lighting system, and acceptance by the **DEPARTMENT**, the **CITY** shall assume full responsibility and costs for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The **CITY** further agrees to provide and pay for all the energy required for the operation of said lighting system.



2. It is understood by the **CITY** that the **DEPARTMENT** has relied upon the **CITY'S** representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the **CITY** elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the **CITY** shall reimburse the **DEPARTMENT** the materials cost for the lighting system. If the **CITY** elects to de-energize or fails to properly maintain any individual unit within the lighting system, the **CITY** shall reimburse the **DEPARTMENT** for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The **DEPARTMENT** will provide the **CITY** with a statement of material costs upon completion of the installation.

### **ARTICLE III** **DEPARTMENT'S OWNERSHIP**

The **DEPARTMENT** shall retain ownership of all materials and various components of the entire lighting system. The **CITY**, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

### **ARTICLE IV** **TERM OF AGREEMENT**

This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The **DEPARTMENT** reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the **CITY**.



**ARTICLE V**  
**RIGHT OF ENTRY**

The **CITY** will be permitted to access the **DEPARTMENT'S** Right of Way in order to perform its responsibilities under **ARTICLE II, PARAGRAPH 1**, of this Agreement.

**ARTICLE VI**  
**INDEMNIFICATION**

To the extent allowed by law, the **CITY** and all its successors and assigns, shall release and save harmless the **DEPARTMENT**, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the **CITY'S** access to **DEPARTMENT'S** Right of Way.

**ARTICLE VII**  
**MISCELLANEOUS**

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.





5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day  
and year first above written.

**GEORGIA DEPARTMENT  
OF TRANSPORTATION**

**CITY OF HOGANSVILLE**

\_\_\_\_\_  
Commissioner

(SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

ATTEST:

ATTEST:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Lisa Kelly**

---

**From:** Wright, William <wwright@dot.ga.gov>  
**Sent:** Thursday, March 20, 2025 11:14 AM  
**Subject:** Local Road Assistance Administration Funding (LRA)

Dear Local Government:

The Department is excited to announce that the Governor and the Legislature included Local Road Assistance Administration funds (LRA) in the amended fiscal year 2025 budget. The LRA funds will be administered and distributed using our GRANTS (LMIG) Application System. Eligible activities/projects for LRA funds will be the same as the LMIG program. LRA funds will require NO match. To see your formula amount, please visit the Department's website at <https://www.dot.ga.gov/GDOT/Pages/LMIG.aspx>.

The Department will begin accepting applications for LRA funds on March 20, 2025. All electronic applications must be received no later than June 15, 2025. To begin your application, please visit the Department's website at <https://www.dot.ga.gov/GDOT/Pages/LMIG.aspx>. The site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and the General Guidelines. Your project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator for assistance with the online application process. The coordinators' contact information is below.


For an application to be processed, the following requirements must be met:

- A local government must be in audit compliance with the Department of Audits and Accounts (DOAA). A local government must also be in compliance with the Department of Community Affairs (DCA) minimum standards under the Georgia Planning Act, related to immigration and the Service Delivery Strategy law. (A non-compliant local government may start a draft application and then submit it once the local government is compliant.)
- A signed cover letter must be attached that includes the completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.

The Department wants to ensure these funds are deployed quickly to address your infrastructure needs. The Department will start the Fiscal Year 2026 LMIG Program in July, so please submit your LRA applications as soon as possible.

If you have any questions regarding the LMIG Program, please contact your District State Aid Coordinator, the Local Grants Office in Atlanta (404-347-0240), or email questions to [LocalGrantsProgram@dot.ga.gov](mailto:LocalGrantsProgram@dot.ga.gov).

Sincerely,



Bill Wright  
Local Grants Administrator



## District State Aid Coordinator Contacts:

If you have any questions about the program, please contact your District State Aid Coordinator.

<u>District</u>	<u>Coordinator</u>	<u>Number</u>
District One – Gainesville	<u>Charles 'Skip' Arnhart</u>	(770) 519-0118
District Two – Tennille	<u>Matthew Sammons</u>	(478) 553-3383
District Three – Thomaston	<u>Brandy Spillers Dennis Carter</u>	(706) 646-7505 (229) 391-5438
District Four – Tifton		
District Five – Jesup	<u>Jeremy Barwick</u>	(912) 530-4396
District Six – Cartersville	<u>Joe Ciavarro</u>	(678) 721-5293
District Seven – Chamblee	<u>Chartrae 'Trae' Kent</u>	(770) 216-3880

## Bill Wright

*Local Grants Administrator*



### Local Grants

One Georgia Center  
600 West Peachtree Street NW, 17<sup>th</sup> Floor  
Atlanta, GA, 30308  
404-347-0231 Office  
404-694-6564 Cell

---

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.





## LICENSE TO USE

This License to Use (this "**License**") is made as of \_\_\_\_\_, (the "**Effective Date**") by and between City of Hogansville Police Department (hereinafter, "**Licensor**"), with an address of 117 Lincoln St, Hogansville, GA, 30230 and Troup County Emergency Medical Services, Inc. DBA American Medical Response, Inc. (AMR) and (hereinafter the "**Licensee**"), with an address of 1657 Lukken Industrial Dr W, LaGrange, GA, 30240.

1. **License and Condition of License.** In consideration of the fee and covenants of Licensee hereinafter set forth, and upon the following terms and conditions, Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor the permission to use that certain 1,310 square feet (the "**Premises**") of the total 12,000 square feet of administrative space located at 117 Lincoln Street, Hogansville, GA, 30230, as identified in "**Exhibit A**" (the "**Building**"). Licensee's proportionate share is 11%. Subject to coordination with Licensor and Licensor's own use and needs, Licensee may use and access the Premises for general office, administrative and support functions related to the business operations of Licensee, in this agreement, and for no other uses. Due to the sensitive nature of Licensee's business, and in accordance to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Licensee may, from time to time, restrict Licensor from entering certain work areas without the Licensee's approval and, at Licensee's option, being accompanied by an employee of the Licensee. Licensee shall use all reasonable efforts to minimize the disruption to Licensor by its use of the Premises. Further, this License does not convey or grant Licensee any real property interest in the Current Premises or the Premises.
2. **Condition Precedent.** This License shall have no force or effect until such time as the Owner grants its consent to this License (the date of such consent being the "Effective Date").
3. **Term.** This License shall be for a period of twelve (12) full calendar months, commencing on Effective Date. Upon completion of initial term, this License shall continue month-to-month and until cancelled by either party providing a thirty (30) day advance written notice to the other party.
4. **Revocation and Restriction.** This License is subject to revocation by Licensor with thirty (30) days written notice to Licensee in its sole and absolutely unencumbered discretion. Licensor, in its sole and absolutely unencumbered discretion, may: (i) limit and restrict use of the Premises to certain employees of Licensee; or (ii) limit and restrict use of certain areas of the Premises.
5. **Fee.** Licensor agrees to grant Licensee use under this License Agreement, so long as all terms and conditions of this agreement are met, free of rent or charge.
6. **Waiver and Indemnity.** To the extent allowable by applicable law, Licensee waives and hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Licensor, and its respective officers, agents, servants, employees, and independent contractors shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Licensee or by other persons claiming through Licensee. Licensee further agrees to defend, indemnify and hold Licensor harmless from and against all liability, claims and costs resulting from or alleged to result from (a) Licensee's occupancy of the Premises; (b) any negligence or willful misconduct of Licensee or any person or party claiming by, through or under Licensee; or (c) the breach or default by Licensee in the performance of any terms and conditions of this License.



7. **Insurance.** For the duration of this License, Licensee shall maintain property and casualty insurance that is usual and customary for its obligations under this License, which at a minimum shall provide for replacement cost coverage in the case of any property insurance and shall cover Licensee's indemnity obligations hereunder in the case of liability insurance. Licensee shall provide Licensor proof of insurance upon request.
8. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.
9. **Compliance Program and Code of Conduct.** AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
10. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
11. **Fair Market Value.** Parties obtained a Broker Opinion of Value (**BOV**) from Oliaro Commercial, LLC to determine the Fair Market Value (**FMV**) of the Premises, and as outlined in "**Exhibit B**". Parties agree that the FMV for the Premises is valued at Ten Thousand and 00/100 (\$10,000.00) Dollars per annum and on a Modified Gross basis.
12. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to be given when delivered in fully legible form with a copy by certified mail, return receipt requested or over-night national carrier. Notices shall be addressed to Licensor or Licensee at its address set forth above and with copies to:

If to Licensee:

Troup County Emergency Medical Services, Inc.  
1657 Lukken Industrial Dr W  
LaGrange, GA, 30240  
Attn: Regional President  
Email: [GMRLeaseManagement@gmr.net](mailto:GMRLeaseManagement@gmr.net)

With Mandatory Copy to:

Troup County Emergency Medical Services, Inc.  
4400 TX State Hwy 121, Suite 700  
Lewisville, TX, 75056  
Attn: Law Dept.  
Email: [Legal@gmr.net](mailto:Legal@gmr.net)

If to Licensor:

Hogansville Police Department  
117 Lincoln Street



Hogansville, GA, 30230

Attn: Chief of Police

With Mandatory Copy to:

City Manager

Hogansville City Hall

111 High Street

Hogansville, GA 30230

Email: lisa.kelly@cityofhogansville.org

13. **Miscellaneous.** (i) In the event either party brings any action for any relief, declaratory or otherwise, arising out of this License or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorneys' fees, costs and expenses. (ii) This License shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives; provided that Licensee shall have no right to assign this License or to sublet any portion of the Premises without Licensors' prior written consent which may be withheld in its sole and absolute discretion. (iii) This License shall be construed and interpreted in accordance with and subject to and governed by the laws of the state in which the Premises is located. Should any provisions of this License require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties hereto have participated in the preparation of this License. (iv) This License contains all of the agreements of the parties with respect to the subject matter hereof, supersedes all prior dealings between them with respect to such subject matter and there have been no understandings, agreements, warranties or representations other than those expressly included herein. Licensee acknowledges that neither Licensors nor any broker, agent or employee of Licensors has made any representation or promises with respect to the Premises or the respective buildings in which the Premises are located except as herein expressly set forth, and no rights, privileges, easements or licenses are being acquired by Licensee except as herein expressly set forth. (v) The invalidity of one or more phrases, sentences, clauses or articles shall not affect the remaining portions of this License, and if any part of this License should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, this License shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted. No waiver of any default by either party hereunder will be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver will affect any default other than the default specified in the waiver, and then such waiver will be operative only for the time and to the extent therein stated. A waiver by either party of any provision hereof will not be construed as a waiver of any subsequent breach of the same provision, nor will the consent or approval by either party to or of any act by the other be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

Either party may change the address to which notices are to be sent to it by providing notice of same to the other party in accordance with the provisions of this Section.

[SIGNATURE PAGE FOLLOWS]



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

LICENSEE

Troup County Emergency Medical Services, Inc.

By: \_\_\_\_\_

Print: Steven Dralle

Its: Regional President – South Region

LICENSOR

City of Hogansville Police Department

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_





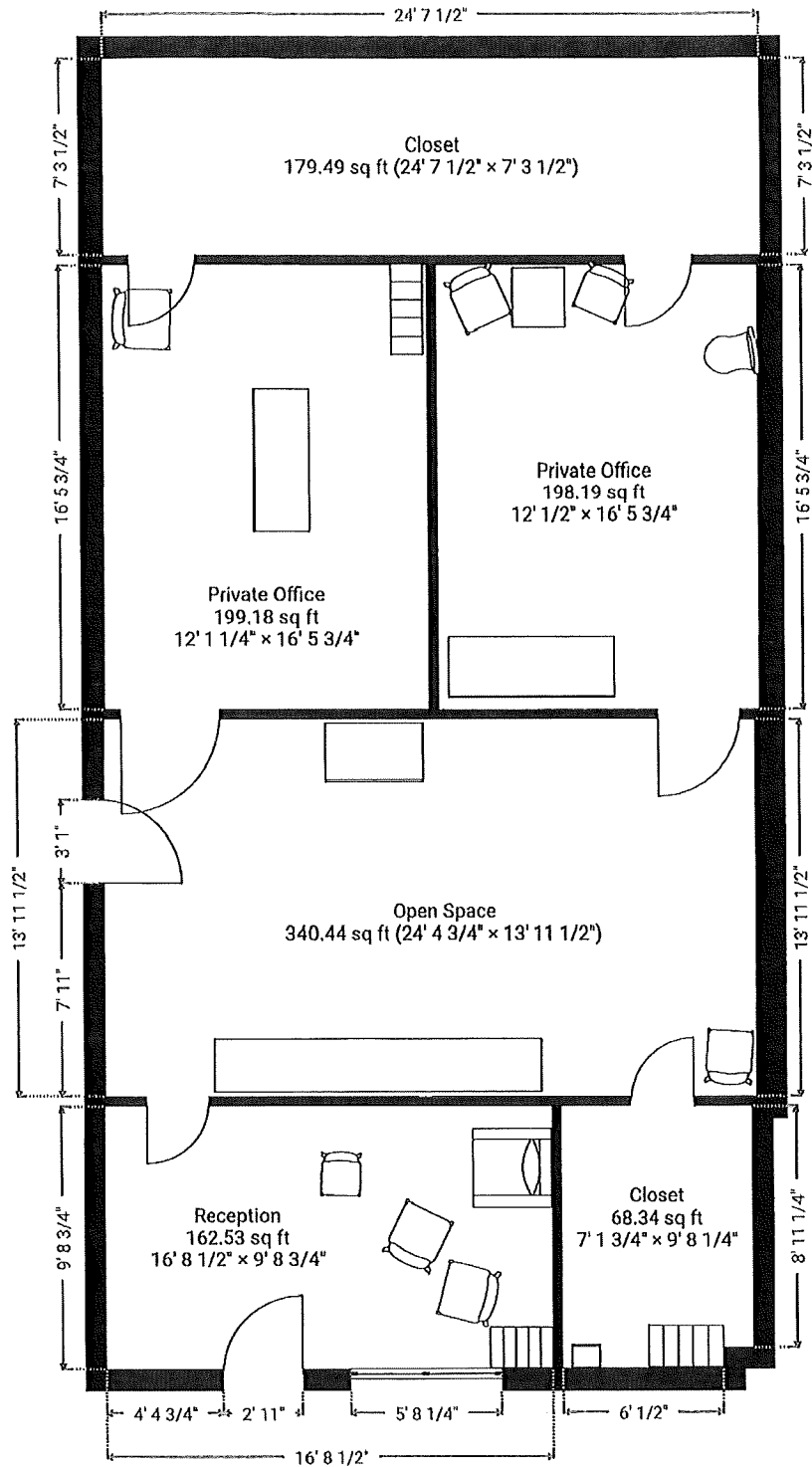
## Project 2

117 Lincoln St, 30230 Hogansville, Ga, US  
TOTAL AREA: 1309.99 sq ft • LIVING AREA: 1309.99 sq ft • FLOORS: 1 • ROOMS: 6



### ▼ Ground Floor

TOTAL AREA: 1309.99 sq ft • LIVING AREA: 1309.99 sq ft • ROOMS: 6

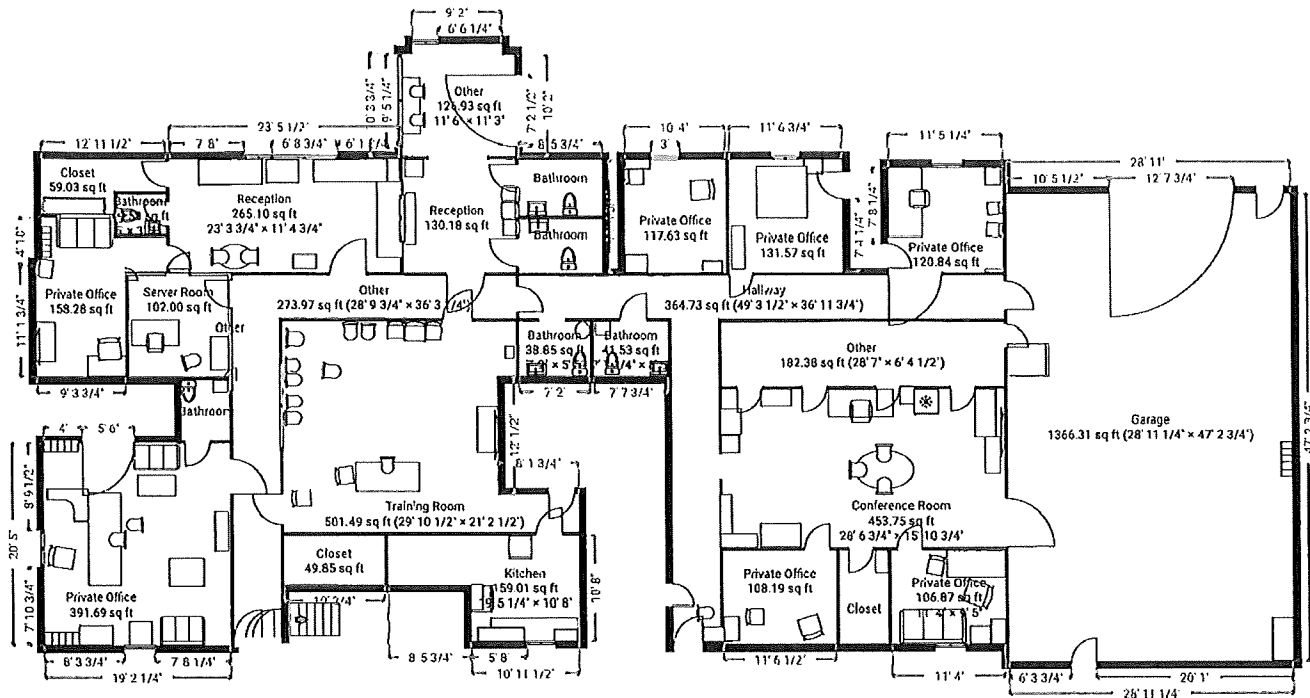


0' 4' 8' 12'  
1:79  
Page 1/1

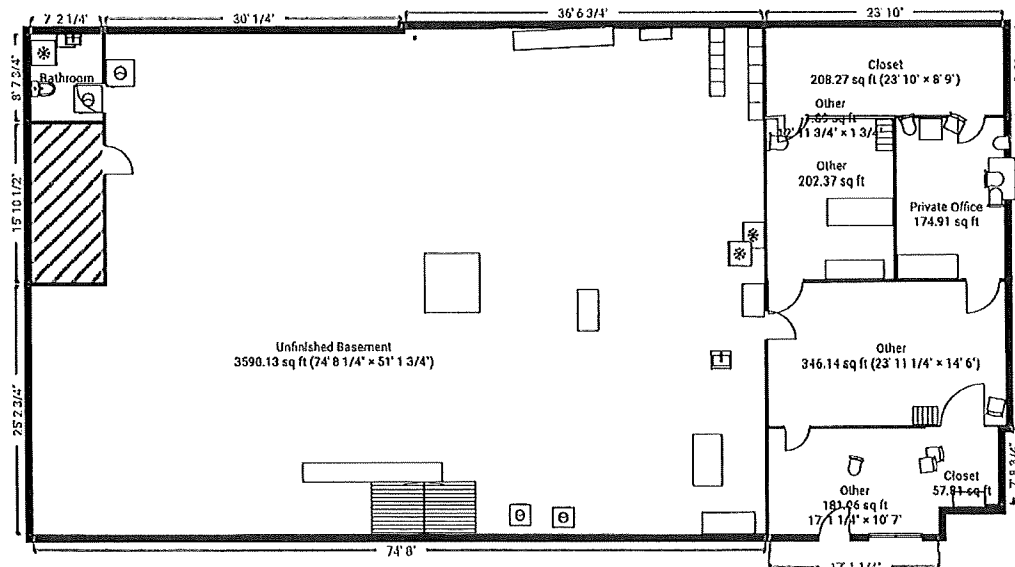


### ▼ Ground Floor

**TOTAL AREA: 6090.03 sq ft • LIVING AREA: 4635.05 sq ft • ROOMS: 28**

**▼ Basement • Level 1**

**TOTAL AREA: 5256.45 sq ft • LIVING AREA: 5256.45 sq ft • ROOMS: 9**



0' 8' 16' 24' 32' 1:216  
Page 1/1



**Broker Opinion of Value (BOV):** February 2025

Prepared by: Matt Oliaro



5456 Peachtree Blvd. #124

Chamblee, GA 30341

TO: Blake Polk, AMR

Broker Opinion of Value for +/-1,310SF of office space within a +/-12,000SF building located at 117 Lincoln Street Hogansville, GA (the "Subject Property").

The Subject Property is located approximately 1 mile from downtown Hogansville, GA which is located approximately 55 miles southwest of the City of Atlanta, GA just off Interstate 85. The city of Hogansville is a "small town with a thriving business community" with a modest population of 3,234 people. It is almost the halfway point between 2 larger suburbs of Atlanta with Lagrange, GA to the southwest and Newnan, GA to the northeast.

Subject Property:



The subject property is just under 2 miles from Interstate 85. More commonly known as the Moses Ector Public Safety Center, this building is owned by and houses multiple functions for the City of Hogansville, including the Hogansville Police Department. The +/-1,310SF subject space is located on the lower "subterranean" level of the building with daylight access to the east.



## COMPARABLE LEASES:

### 1. 208 Highway 29 Hogansville, GA 30230



**+/-1,800SF within a Class C Shopping Center anchored by Piggly Wiggly located near downtown Hogansville.** Leased: April 2023 for \$10.00/SF Modified Gross (MG) for a 3-year term. The space was on the market for 60 days prior to Lease execution. This property is superior to the Subject property given its high visibility in an anchored retail shopping center.

### 2. 1697 Vernon Road LaGrange, GA 30240



**+/-2,440SF lease located in a Class B office building on +/-0.47 acres.** Leased September 2024 for \$8.10/SF MG for a 2-year term. The space was marketed for 90 days prior to Lease execution. This property is superior to the subject property given its visibility, finishes, and free-standing location.





3. 120 Peters Street LaGrange, GA 30240



**+/-2,340SF lease located in a Class C office building on +/-0.56 acres.** Leased April 2024 for \$8.00/SF MG for a 3-year term. The space was marketed for 12 months prior to Lease execution. This property while likely inferior in quality to the subject property did include ½ acre of outside parking and storage area for a towing and recovery services company.

**SUMMARY:**

The subject property is inferior to all comparable properties due to its lack of visibility, subterranean access, and remote location. Due to these constraints, I would estimate the marketing timeframe to lease this space could be 6-9 months or longer. Depending on current condition, I would also estimate \$4-5/SF in tenant improvements to entice any Tenant to lease the Subject Property.

I am of the opinion based on this information that the subject property would have a current lease value of \$6.50 - \$8.00/SF MG\* depending on the ultimate end user and the level of investment the Landlord would be willing to make into the space.

\* A modified gross lease includes rent, operating expenses, and shared costs between the landlord and tenant. These cost include: Property taxes, Property insurance, Property management fees, Utilities, Sewage, Water, Heating/Ventilation/Air Conditioning, and Trash collection.

**MARKET VALUE: \$6.50 - \$8.00/SF MG\***

The above analysis is NOT an appraisal and should not be relied upon as such. The values expressed in this analysis are the sole opinions of the broker and the broker deems the information provided to be reliable but does not guarantee any of the information contained within.

Please contact me with any questions regarding this analysis.

**Matt Oliaro**

Oliaro Commercial, LLC

(404) 840-4249

[matt@oliaro.com](mailto:matt@oliaro.com)

