



City of Hogansville

City Council

Work Session Meeting Agenda

Monday, October 20, 2025 – 5:30 pm

Meeting will be held at Hogansville City Hall

111 High Street, Hogansville, GA 30230

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

WORK SESSION – 5:30 PM

BUSINESS

1. Royal Theater Needs
2. Construction Agreement – Amazon
3. Non-Profit Funding Policy
4. Meriwether County Amended Gas Agreement

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: October 17, 2025

SUBMITTED BY: Lisa Kelly

AGENDA TITLE: Theater Needs / Remaining Construction Funds

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)

With the theater being operational nearing the one-year mark, there are a few items identified as operational and safety needs.

1. Safety railing at rear of building where concrete ramps were constructed and one railing in the balcony over the stairs. Cost - \$6,712
2. Wireless communication system that will allow staff and techs to communicate from the green room, to back of house, to front of house. Cost - \$6,999
3. Cabinetry for greenroom. Cost - \$5,200
4. 2 additional display cases for exterior front of theater to match 2 existing cases. Cost - \$7,824
5. LED wall for stage that will enhance stage performances but also give more opportunity for conferences and presentations. Cost - \$35,038

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

Total of the requested items is \$61,773. There is \$31,359 remaining in construction funds from grant sources. We would anticipate items 1-4 being funded from construction funds and discuss with Council if the LED wall can be sourced from other funds.

STAFF RECOMMENDATION (Include possible options for consideration)

Staff recommends authorizing the purchase of items 1-4 from construction funds.



Royal Theater Needs

Construction Funds Remaining from Grant Sources

Safety Railing on Rear of Theater & Balcony

Wireless Communication System

Green Room Cabintery

Display Cases (2)

LED Wall 22'x9'

\$ 31,359.00	
	\$ 6,712.00
	\$ 6,999.00
	\$ 5,200.00
	\$ 7,824.00
	\$ 35,038.00

\$ 26,735.00 Items 1-4

\$ 31,359.00	\$ 61,773.00
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Shortfall \$ 30,414.00

HIGHWAY 100/HIGHWAY 54 INTERCHANGE PROJECT
CONSTRUCTION AGREEMENT
WITH SEEFRIED DEVELOPMENT MANAGEMENT, INC.

PROJECT HUMMINGBIRD

THIS HIGHWAY 100/HIGHWAY 54 INTERCHANGE PROJECT CONSTRUCTION AGREEMENT (the "Agreement"), is made and entered into as of this _____ day of October, 2025 (the "Effective Date"), by and between SEEFRIED DEVELOPMENT MANAGEMENT, INC., a Georgia corporation, whose address is 3333 Riverwood Parkway, Suite 300, Atlanta, Georgia, 30339 ("Developer"), and the CITY OF HOGANSVILLE, a Georgia municipal corporation, whose address is 111 High Street, Hogansville, Georgia 30230 (the "City"). Developer and City may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS:

A. Developer and the City previously entered into a Development Agreement dated May 30, 2025 (the "Development Agreement"), in reference to the development of approximately 233.285 acres, more or less, of land located in Hogansville, Troup County, Georgia, as more particularly described on **Exhibit A** attached hereto (the "Property"), with such development identified as "Project Hummingbird".

B. In connection with such Development Agreement, Developer, the City and Chicago Title Insurance Company (the "Escrow Agent") entered into that certain Escrow Agreement (Development Agreement – Interchange Project) dated May 30, 2025 (the "Escrow Agreement"), pursuant to which Developer deposited with Escrow Agent an amount equal to **Five Hundred Thousand Dollars (\$500,000.00)** (the "Escrow Funds"), which amount represented an estimate of the design costs associated with the Interchange Project Modifications (hereinafter defined).

C. Pursuant to the terms and conditions of the Development Agreement, Developer agreed to and is obligated to pay for the proposed modifications to the scope of the Georgia Department of Transportation ("GDOT") Project No. 0018022 with respect to improvements to the interchange located at the intersection of I-85 and Georgia Highway 100 / 54 (the "Interchange Project") to accommodate increased traffic volume to and from Project Hummingbird. Developer and the City further acknowledge and agree that Developer and/or the owner of the Property shall be responsible for any incremental increase in the cost of the Interchange Project arising solely as a result of Developer's proposed changes. Such modifications to the Interchange Project proposed by Developer will (i) promote the health, safety, order, prosperity, aesthetics and the general welfare of the present and future residents of the City, (ii) protect the environmental

integrity of the City, (iii) ensure that public services and facilities affected by the Development (as hereinafter defined) will be capable of accommodating increased service and facility loads caused by the Development, and (iv) ensure compatibility with adjacent uses of land. The terms and provisions of the Development Agreement between Developer and the City for Project Hummingbird are incorporated herein by reference.

D. Developer and the City desire to enter into this Agreement to confirm the rights and obligations of the Parties in connection with the improvements to the Georgia Highway 100 and Georgia Highway 54 intersection.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

1. In substantial reliance upon the agreement of Developer to pay the costs associated with the design, engineering, permitting and construction required by the GDOT for any proposed modifications to the Interchange Project, including signal modifications and additional traffic lanes connecting to I-85 access ramps at such intersection, as depicted on Exhibit B attached hereto and incorporated herein by reference (the "Interchange Project Modifications"), Developer agrees to pay the current estimated costs for such design, engineering, permitting and construction of any such Interchange Project Modifications, which costs are currently estimated in the amount of **Two Million Four Hundred Thirty-Nine Thousand Five-Hundred and Seven Dollars and 04/100 Dollars (\$2,439,507.04)** ("Cost"). A summary of the estimated Cost to include the modifications in the Interchange Project is set forth in Exhibit C of this Agreement, which exhibit is incorporated herein by reference.
2. Within thirty (30) calendar days of the Effective Date of this Agreement, Developer and the City shall authorize the Escrow Agent to release the Escrow Funds to the City and close the escrow Account, and within forty-five (45) days after the Effective Date of this Agreement, Developer shall remit to the City an amount equal to **One Million Nine Hundred Thirty-Nine Thousand Five Hundred Seven and 04/100 Dollars (\$1,939,507.04)**, which represents the remaining portion of the Cost. Failure of Developer to timely remit to the City the remaining portion of the Cost shall result in the City pursuing the completion of the modifications to Interchange Project, having the authority to issue stop work orders for the entire development of Developer identified as Project Hummingbird, and pursuing any and all legal and/or equitable remedies against Developer for the failure to timely pay any and all such Cost. The Cost payment made by Developer to the City shall be paid promptly by the City to the GDOT as required by the GDOT for

the sole purpose of paying for the expenses incurred with such proposed modifications to the Interchange Project.

3. Developer shall further be responsible for paying any expenses incurred by the GDOT in making any such modifications to the Interchange Project that exceed the Cost in an amount up to but not exceeding \$121,975.32 (the "Cap").
4. Under no circumstance shall the City have any obligation to refund or reimburse Developer for any portion of the Cost payment or any supplement payment remitted that were properly expended by the GDOT for such Interchange Project.
5. At the request of Developer, the City will request that the GDOT provide an accounting for the use of the Cost payment as well as any supplement payment that has been remitted. Any amount of the Cost payment and/or a supplement payment not expended by the GDOT on the Interchange Project and refunded to the City shall be returned to Developer within thirty (30) days of receipt of any such funds by the City.
6. Developer acknowledges that if, at any point, the GDOT determines that state and/or federal funding no longer adequately exists to fully finance the Interchange Project, the GDOT, in its sole discretion, may make the decision to suspend or terminate the Interchange Project. Under no such circumstances shall the City have any obligation to Developer to refund or repay any or all of the Cost payment or a supplement payment that the GDOT lawfully expended in furtherance of the Interchange Project; provided, however, that any amount of the Cost payment and/or a supplement payment not expended by the GDOT on the Interchange Project and refunded to the City shall be returned to Developer within thirty (30) days of receipt of any such funds by the City.
7. Time is of the essence in the performance of the obligations set forth in this Agreement.
8. Except as herein provided, the Parties will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.
9. 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. This Agreement is made and entered into for the sole protection and benefit of the Parties, and their respective successors and assigns. No other persons, corporations, government entities, limited liability companies, businesses, or any other party shall have any rights, or legal standing to assert any rights, under this Agreement in any manner.
10. 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.

11. If any one or more of the provisions contained herein is for any reason held by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. The Parties recognize and agree that it may be necessary or convenient to amend this Agreement so as to provide for the orderly implementation of the undertakings described herein. The Parties agree to cooperate fully in connection with such amendments if and as determined necessary; provided, however, that no amendment to this Agreement will be binding on either Party hereto unless such amendment is properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.
13. This Agreement may be executed by electronic signature or delivered and signed in counterparts. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via email with any scanned attachment shall be effective as if originals thereof were delivered.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia and shall be subject to enforcement in the State Court of Troup County, Georgia.
15. The City hereby warrants that it has the authority to enter into this Agreement and Developer warrants that the execution of this Agreement has been duly and validly authorized and that the obligations imposed upon it shall be valid and binding obligations.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Agreement as of the date first above written.

DEVELOPER:

SEEFRIED DEVELOPMENT MANAGEMENT,
INC., a Georgia corporation

By: _____

Name: _____

Its: _____

CITY:

THE CITY OF HOGANSVILLE,
a Georgia municipal corporation

By: _____

Name: _____

Its: _____

Attest: _____

Name: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PROPERTY 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 91, 92, 100, & 101 OF THE 11TH DISTRICT, TROUP COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE POINT OF BEGINNING, COMMENCE AT A 3/4" BOLT FORMED BY THE COMMON CORNER OF LAND LOTS 92, 93, 100, AND 101;
THENCE S 00°03'23" E A DISTANCE OF 51.81' TO A POINT;
WHICH IS THE POINT OF BEGINNING,
THENCE S 89°22'09" E A DISTANCE OF 739.99' TO A POINT;
THENCE S 00°42'23" W A DISTANCE OF 2921.10' TO A 1" OTP;
THENCE N 89°18'11" W A DISTANCE OF 741.68' TO A 1" CTP AT THE COMMON CORNER OF LAND LOTS 100, 101, 124, AND 125;
THENCE N 88°10'38" W A DISTANCE OF 937.29' TO A 1/2" RB;
THENCE N 88°10'38" W A DISTANCE OF 513.35' TO A POINT;
THENCE N 20°19'39" E A DISTANCE OF 1528.97' TO A POINT;
THENCE N 20°19'39" E A DISTANCE OF 1056.79' TO A POINT;
THENCE N 22°37'52" E A DISTANCE OF 468.48' TO A POINT;
THENCE N 87°39'28" E A DISTANCE OF 409.42' TO A POINT;
WHICH IS THE POINT OF BEGINNING.

HAVING AN AREA OF 112.056 ACRES.

PROPERTY 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 124 OF THE 11TH DISTRICT, TROUP COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" CTP AT THE COMMON CORNER OF LAND LOTS 100, 101, 124, AND 125;
THENCE S 89°18'11" E A DISTANCE OF 741.68' TO A 1" OTP;
THENCE S 89°26'24" E A DISTANCE OF 449.20' TO A POINT;
THENCE S 09°30'40" W A DISTANCE OF 508.34' TO A POINT;
THENCE N 89°13'41" W A DISTANCE OF 1,112.0' TO A 1" OTP;
THENCE N 00°35'02" E A DISTANCE OF 499.81' TO A 1" CTP;
WHICH IS THE POINT OF BEGINNING.

HAVING AN AREA OF 13.236 ACRES.

PROPERTY 3:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN
LAND LOT 101 OF THE 11TH DISTRICT, TROUP COUNTY, GEORGIA
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE POINT OF BEGINNING, COMMENCE AT A 1" CTP AT THE COMMON
CORNER OF LAND LOTS 100, 101, 124, AND 125;
THENCE S 89°18'11" E A DISTANCE OF 741.68' TO A POINT;
WHICH IS THE POINT OF BEGINNING,
THENCE S 89°13'18" E A DISTANCE OF 1672.98' TO A POINT ON THE EASTERLY
RIGHT OF WAY OF GA INTERSTATE 85;
THENCE ALONG SAID RIGHT OF WAY S 31°36'11" W A DISTANCE OF 256.22' TO A
R/W MONUMENT;
THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 2011.60', WITH
A RADIUS OF 5929.32', WITH A CHORD BEARING OF
S 21°53'23" W, WITH A CHORD LENGTH OF 2001.97', TO A POINT;
THENCE S 12°10'32" W A DISTANCE OF 521.50' TO A POINT;
THENCE S 12°10'52" W A DISTANCE OF 100.00' TO A POINT;
THENCE S 11°51'41" W A DISTANCE OF 225.96' TO A 1/2" RB;
THENCE LEAVING SAID RIGHT OF WAY N 89°26'24" W A DISTANCE OF 650.69' TO A
1" OTP;
THENCE N 00°42'23" E A DISTANCE OF 2921.10' TO A POINT;
WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 70.105 ACRES.

PROPERTY 4:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN
LAND LOT 124 AND 125 OF THE 11TH DISTRICT, TROUP COUNTY,
GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" CTP AT THE COMMON CORNER OF LAND LOTS 100, 101, 124,
AND 125;
THENCE S 00°35'02" W A DISTANCE OF 499.81' TO A 1" OTP;
THENCE S 89°13'41" E A DISTANCE OF 1112.00' TO A POINT;
THENCE S 09°30'40" W A DISTANCE OF 24.23' TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 912.87', WITH
A RADIUS OF 850.00', WITH A CHORD BEARING OF S 40°16'40" W, WITH A CHORD
LENGTH OF 869.62 TO A POINT',
THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 546.78', WITH A
RADIUS OF 750.00', WITH A CHORD BEARING OF S 50°09'32" W, WITH A CHORD
LENGTH OF 534.75' TO A POINT,
THENCE N 89°18'33" W A DISTANCE OF 39.50' TO A 1/2" RB;

THENCE S 16°59'59" W A DISTANCE OF 340.08' TO A 1/2" RB ON THE NORTHERLY
RIGHT OF WAY OF GA HWY 54;
THENCE ALONG SAID RIGHT OF WAY N 72°51'53" W A DISTANCE OF 60.15' TO A
1/2" RB;
THENCE LEAVING SAID RIGHT OF WAY N 16°58'07" E A DISTANCE OF 340.03' TO A
POINT;
THENCE N 16°58'07" E A DISTANCE OF 359.89' TO A 1/2" RB;
THENCE N 72°58'20" W A DISTANCE OF 869.44' TO A 5/8" RB;
THENCE N 01°04'34" E A DISTANCE OF 87.74' TO A 1"x2" ROD;
THENCE N 62°28'11" W A DISTANCE OF 269.05' TO A 1/2" RB;
THENCE N 00°29'38" W A DISTANCE OF 745.43' TO A 1/2" RB;
THENCE S 88°10'38" E A DISTANCE OF 937.29' TO A 1" CTP;
WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 37.888 ACRES.

EXHIBIT B
DEPICTION OF INTERCHANGE PROJECT
[ATTACHED]

EXHIBIT C

CITY OF HOGANSVILLE P.I. 0018022, TROUP COUNTY INTERSTATE 85 AT STATE ROUTE 54/STATE ROUTE100

COST UPDATES FOR REVISED PROJECT ENGINEERING, UTILITIES, AND CONSTRUCTION

Construction Costs

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

Utility Costs

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

Right of Way Costs

- At this time, neither the current scope (single-lane roundabouts) and proposed scope (multi-lane

- roundabouts) require ROW acquisition nor any ROW cost.

Engineering (PE) Costs

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

Total Difference: \$2,439,507.04



Proposed Regulations for Nonprofit Funding Requests

City of Hogansville

Purpose

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

1. Eligibility Requirements

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

- 1.1 Must submit the Funding Request Form / Application by April first.
- 1.2 Must be a registered 501(c)(3) or equivalent nonprofit recognized by the IRS and in good standing with the Georgia Secretary of State.
- 1.3 Must have been in operation for at least 2 consecutive years prior to the funding request.

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

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

2. Application Requirements

Organizations must submit a formal application including:

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

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

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

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

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

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

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

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

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

3. Evaluation Criteria

City Council will evaluate applications based on the following:

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

3.2 The number of Hogansville residents served or impacted.

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

3.4 Evidence of collaboration with other agencies, nonprofits, or city initiatives.

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

4. Funding Conditions

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

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

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

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

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

5. Reporting & Accountability

5.1 Organizations receiving funds must provide both:

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

5.2 Presentations must be completed within 90 days of expenditure unless otherwise approved by City Council.

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

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

6. Funding Limitations

6.1 Funding requests must not exceed a maximum cap which is to be set annually by City Council.

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

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

7. Legal Compliance & Penalties

7.1 Truthful Representation Requirement

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

7.2 Use of Funds

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

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

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

7.3 Audit & Investigation

The City reserves the right to audit, investigate, or review any organization receiving funds at any time. Organizations are required to cooperate fully with such audits, provide documentation promptly (Prior to the next public City Council meeting date), and allow

access to review financial records as requested. Failure to comply may result in the remedies listed in Section 7.2.

7.4 Legal Consequences

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

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



Nonprofit Funding Request Form

Instructions:

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

Section 1: Organization Information

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

Section 2: Eligibility Verification

(Check each box to confirm compliance)

- ☐ Organization is a registered 501(c)(3) in good standing with the IRS and Georgia Secretary of State
 - ☐ Organization has been operating for at least 2 consecutive years
 - ☐ Organization has an active Board of Directors with bylaws/governance policies
 - ☐ Organization maintains a separate nonprofit bank account (not a personal account)
 - ☐ Organization's programs/services directly benefit Hogansville residents
-

Section 3: Funding Request

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

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

- Percentage of Budget Requested from City: _____ %
-

Section 4: Required Attachments

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

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

Section 5: Anticipated Community Impact

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

- Expected measurable outcomes/results:

Section 6: Accountability & Reporting Agreement

By signing below, the organization agrees to the following:

1. Funds will be used only for the approved purpose outlined in this application.
2. The organization will provide a written report and a public presentation before the Mayor and City Council within 90 days of expenditure, showing:
 - How funds were used
 - Number of Hogansville residents served
 - Outcomes and measurable results
3. If City Council requests additional audit/reports, the organization will provide them by the following regularly scheduled City Council meeting.
4. Any unspent funds will be returned to the City of Hogansville.

Authorized Signature (Board Officer): _____

Printed Name & Title: _____

Date: _____

Section 7: Legal Compliance & Penalties

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

7.1 Truthful Representation Requirement

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

7.2 Use of Funds

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

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

7.3 Audit & Investigation

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

7.4 Legal Consequences

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

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

Authorized Signature (Board Officer Acknowledging Section 7):

Printed Name & Title: _____

Date: _____

Section 8: Notary Acknowledgment

State of Georgia

County of _____

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

Name of Authorized Signer: _____

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

Notary Public Signature: _____

Printed Name of Notary: _____

My Commission Expires: _____

(Seal)

HOGANSVILLE LETTERHEAD

DATE

Hon. Mark Trimble, Mayor
City of Manchester
116 2nd Street
Manchester, GA 31816

Mr. Mark Pullium, City Manager
City of Manchester
116 2nd Street
Manchester, GA 31816

Hon. Adam Worsley, Chairman
Meriwether County Board
of Commissioners
17234 Roosevelt Highway
Building B
Greenville, GA 30222

Mr. John Gorton, County Administrator
Meriwether County Board
of Commissioners
17234 Roosevelt Highway
Building B
Greenville, GA 30222

RE: Intergovernmental Natural Gas Sales Agreement

Gentlemen:

On September 15, 2008, the City of Manchester ("Manchester"), the Meriwether County Board of Commissioners ("Meriwether County"), and the City of Hogansville ("Hogansville") entered into an intergovernmental agreement (the "2008 IGA") that includes construction, operational, and financial provisions related to the natural gas pipeline serving the Meriwether County Industrial Park ("the pipeline").

In 2018, Liberty Utilities ("Liberty") purchased Manchester's natural gas system and as part of that transaction, began performing some of Manchester's responsibilities under the 2008 IGA through a Service Agreement between Manchester and Liberty. In November 2020, Liberty sent a letter to Manchester, Meriwether County, and Hogansville describing several provisions of the 2008 IGA that were not consistent with the way in which the pipeline was being operated. Liberty's letter included a draft amendment to the 2008 IGA addressing the inconsistencies.

For reasons that are not known to me, the proposed amendment was not executed by all parties to the 2008 IGA and inconsistencies between the provisions of the 2008 IGA and actual operations continue to this day. To rectify these inconsistencies, Hogansville has drafted for your consideration the attached updated version of the previously proposed

amendment with revisions to address pipeline facility changes that have occurred since Liberty's 2020 proposal.

Please review this draft amendment and let me know of any questions or concerns that you have. We look forward to resolving these lingering issues and will be happy to meet with you to discuss this and any other aspect of the pipeline, other agreements, and related documents.

Sincerely,

Lisa Kelly
City Manager

Attachment

cc: Hon. Jake Ayers, Mayor, City of Hogansville
Ms. Carolyn Bermudez, President, Liberty Utilities
Mr. Adam Bigknife, Sr. Manager, Liberty Utilities
Mr. Bobbie Avery, Director, Liberty Utilities

AMENDMENT TO
INTERGOVERNMENTAL NATURAL GAS SALES AGREEMENT

THIS AMENDMENT TO INTERGOVERNMENTAL NATURAL GAS SALES AGREEMENT (herein "Amendment") is made and entered into this the day of _____, 2025, among the **CITY OF HOGANSVILLE, GEORGIA**, a municipal corporation of Troup County, Georgia (herein "Hogansville") and **MERIWETHER COUNTY**, a political subdivision of the State of Georgia (herein "Meriwether") and the **CITY OF MANCHESTER** a municipal corporation of Meriwether County, Georgia (herein "Manchester") (herein collectively referred to as "the Parties").

WITNESSETH;

WHEREAS, Article IX, Section 3, Paragraph 1, of the Constitution of the State of Georgia authorizes intergovernmental contracts and authorizes municipalities and counties to contract with each other for the provision of services or for the joint or separate use of facilities or equipment providing the contract in question deals with activities, services, or facilities which both contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Parties entered into an Intergovernmental Natural Gas Sales Agreement dated September 15, 2008 (herein "Agreement"); and

WHEREAS, the Parties desire to amend certain provisions of the Agreement as more fully set forth and described below,

NOW THEREFORE, for and in consideration of the sums of money hereinafter stipulated to be paid and the services to be rendered pursuant to the provisions hereof, and in further consideration of the mutual promises made and benefits conferred, the Parties covenant and agree as follows:

1. Amendment to Article III of the Agreement

Article III ("Price of Natural Gas Delivered") of the Agreement shall be amended as follows:

Within the subsection of Article III of the Agreement entitled "Overhead, Maintenance, and Administrative Fee" the O&M/Admin fee shall be changed by striking "\$0.35" and inserting "\$0.55" in its place, so that the new O&M/Admin fee shall be \$0.55 for each dekatherm of gas purchased each month.

2. Amendment to Article V of the Agreement

Article V ("Meter Provision; Calibration") of the Agreement shall be amended as follows:

- a. In the first sentence of Article V of the Agreement, the word "Hogansville" shall be changed by striking "Hogansville" both times

it appears in the first sentence of Article V and inserting "Manchester" in its place;

b. In the second sentence of Article V of the Agreement, the word "Hogansville" shall be changed by striking "Hogansville" and inserting "Manchester" in its place; and

c. In the second sentence of Article V of the Agreement, the word "Manchester" shall be changed by striking "Manchester" and inserting "Hogansville" in its place.

Thus, as amended, the first two sentences of Article V of the Agreement will state:

“At the delivery point, Manchester will continue to provide a meter of sufficient size and design to accurately measure and meter natural gas usage by Manchester under the terms of this agreement, such meter to be purchased and maintained by Manchester at its sole expense. Manchester shall, at all times during the term of this contract, maintain said meter in good operating condition and provide calibration reports of the meter to Hogansville upon request.”

3. Amendment to Article VIII of the Agreement

The Parties acknowledge that a pipeline has been installed from Hogansville's facilities in Troup County to the Meriwether Industrial Park. The Parties also acknowledge that the original meter that measures the gas sold pursuant to the Agreement is located in Hogansville, near to the connecting point of the pipeline that delivers the natural gas from Hogansville to Meriwether Industrial Park.

Article VIII ("Installation") of the Agreement shall be amended as follows:

The heading for Article VIII shall be restated to appear as: "Installation, Operation and Maintenance"

The current text of Article VIII ("Installation") of the Agreement shall be changed by striking the current language of Article VIII entirely and inserting the following:

Installation of the New Meter:

"Each Party shall bear the costs of installation of all natural gas lines and equipment incurred by such Party prior to the date of this Amendment and shall not seek recovery for such previously installed natural gas lines and equipment in whole or in part from any other Party. Manchester shall bear the costs of installing a

new meter, together with associated equipment and facilities deemed by Manchester to be appropriate (collectively, the "New Meter") on the existing pipe that delivers the natural gas sold by Hogansville pursuant to the Agreement. Manchester has installed- the New Meter near the county line between Troup and Meriwether Counties as well as an insulated fitting at the county line. Notwithstanding any other provision of the Agreement to the contrary,

(1) Hogansville shall be the owner of the pipe up to the inlet side of the insulated fitting, and Hogansville shall have the sole responsibility for the maintenance and repair of that portion of the line; and

(2) Manchester shall be the owner of the insulated fitting and the pipe that runs from the outlet side of the- insulated fitting, and Manchester shall have the sole responsibility for the maintenance and repair of the New Meter and that portion of the line.

(3) The inlet point of the New Meter will be the new delivery point for natural gas sold pursuant to the Agreement.

Upon the installation of the New Meter, Hogansville shall, at all times during the term of the Agreement and any extensions thereof, maintain the pipe and other natural gas equipment and facilities within Troup County in good operating condition. Manchester and Hogansville shall each grant to the other the rights, title and interests in land, rights of way, easements and other such rights held by such Party to allow the ownership, construction, operation and maintenance of the facilities as described herein. Each Party shall have access to the line, New Meter and surrounding right-of-way for the purposes of repair, maintenance and other work necessary to keep the line and New Meter in proper condition.

4.

Operation and Maintenance of Provisions related to the New Meter:

Regarding operation of the New Meter, the Parties further agree, as follows:

(1) a- Manchester will accommodate remote meter reads by installing an Encoder Receiver Transmitter ("ERT") module provided by Hogansville on the New Meter. Hogansville will be

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required to purchase ~~its~~^{their} own handheld device to do automated meter readings without physical access to the facilities. Further, Manchester will allow programming of the ERT to allow for meter readings at the discretion of Hogansville.

~~(2)b.~~ Manchester will not allow access to its facilities or the New Meter without the presence of a Manchester employee; however, Manchester can provide a schedule for meter readings at the metering station in which a representative from Hogansville can be present. Additionally, Hogansville may contact Manchester staff to gain access to the facilities in the event of an issue, connectivity or otherwise, with the ERT described above.

~~(3)c.~~ Liberty Utilities will adhere to its Operations and Maintenance Manual guidelines for meter testing which state that the meter will be tested annually if loads exceed 60,000 MCH. If the loads do not exceed 60,000 MCH and Hogansville requests that the meter be tested, Manchester will test the meter at the expense of Hogansville. Additional testing shall further be allowed at the expense of Hogansville.

~~(4)d.~~ Manchester shall remain responsible for the maintenance and

repair all of its facilities and assets including the New Meter set except for the above-referenced ERT for which Hogansville is responsible for its maintenance and repair.

(5)e. To accommodate repairs or maintenance of the New Meter, Manchester reserves the right to bypass the New Meter to maintain service to customers in order to perform proper testing and/or repairs on the New Meter. In the event that Manchester chooses to bypass the New Meter, Hogansville shall be notified in advance thereof and be provided with downstream customer meter data sufficient to determine the volume of gas that passes through the bypass piping.

(6)f. The pipeline between the Troup/Meriwether County Line and the New Meter shall not otherwise be tapped for the purpose of removing gas from the pipeline.

(7)g. Prior to connecting any new customer or increasing the capacity of any existing customer, Manchester shall advise Hogansville of the anticipated daily volume and the date of commencement of service.

5.

e

Continuity of the Agreement and this Amendment

Except as specifically provided in this Amendment, the Agreements between

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and among the Parties continue in full force and effect. If a provision of other agreements that became effective prior to the date of this Amendment conflicts with a provision of this Amendment, this Amendment shall prevail.

[signature pages follow]



IN WITNESS WHEREOF, the CITY OF HOGANSVILLE has caused this Amendment to be executed in its name by the signature of its Mayor, and its corporate seal to be hereunto affixed and attested by the signature of its Clerk, on this the ____ day of _____, 2025.

CITY OF HOGANSVILLE

(SEAL)

By: _____
Name:
Title: Mayor

Attest: _____
Name:
Title: City Clerk

[signature pages continue on following page]

IN WITNESS WHEREOF, the **MERIWETHER COUNTY BOARD OF COMMISSIONERS** has caused this Amendment to be executed in its name by the signature of its Chairman, and its corporate seal to be hereunto affixed and attested by the signature of its Clerk, on this the ____ day of _____, 2025.

**MERIWETHER COUNTY
BOARD OF COMMISSIONERS**

(SEAL)

By: _____
Name: _____
Title: Chairman

Attest: _____
Name: _____
Title: County Clerk

[signature pages continue on following page]

IN WITNESS WHEREOF, the CITY OF MANCHESTER has caused
this Amendment to be executed in its name by the signature of its Mayor, and
its corporate seal to be hereunto affixed and attested by the signature of its
Clerk, on this the ____ day of _____, 2025.

CITY OF MANCHESTER

(SEAL)

By: _____
Name:
Title: Mayor

Attest: _____
Name:
Title: City Clerk