

CITY OF HOSCHTON  
CITY COUNCIL AGENDA  
THURSDAY, March 16, 2023  
CITY HALL COUNCIL ROOM AT 6:00PM  
79 CITY SQUARE, HOSCHTON



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**PUBLIC HEARING**

**AGENDA**

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WELCOME AND CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

NEW BUSINESS:

**Ordinance 23-02.** An Ordinance To Amend Sections 7(A), 10(C), And 11(C) Of Ordinance No. O-20-06 of the City of Hoschton By Amending The Language As Set Forth Below; To Repeal Conflicting Ordinances; To Provide For Severability; To Provide For Codification; To Provide For An Effective Date; And For Other Purposes. *(1<sup>st</sup> of 2 Hearings)*

**Ordinance TA 23-01.** An Ordinance Amending the Zoning Ordinance of the City of Hoschton, Georgia, as Amended, to Amend Article VIII, "Zoning Amendments and Applications," To Amend Section 8.05, "Variances," To Delete Paragraph 13, "Judicial Review;" To Add a New Section 8.08, "Special Notice and Procedural Requirements for Certain Residential Zoning Decisions," To Add a New Section 8.09, "Appeals;" To Establish an Effective Date; To Repeal Conflicting Ordinances; To Provide for Severability; and For Other Purposes.

ADJOURN

CITY OF HOSCHTON  
CITY COUNCIL AGENDA  
THURSDAY, MARCH 16, 2023  
CITY HALL COUNCIL ROOM AT 6:00PM  
79 CITY SQUARE, HOSCHTON



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WORK SESSION

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AGENDA

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WELCOME AND CALL TO ORDER

AGENDA APPROVAL

MAYOR, CITY MANAGER AND COUNCIL REPORTS

OLD BUSINESS

1. **Ordinance O-23-01.** An Ordinance to Amend the Code of Ordinances of the City of Hoschton, Georgia, As Amended, To Repeal Chapter 40, "Alcoholic Beverages" And Adopt a New Chapter 40, "Alcoholic Beverages"; To Repeal Conflicting Ordinances; To Provide For Severability; To Establish An Effective Date, To Provide For Codification, And For Other Purposes. *(Continued from February 20, 2023, City Council Meeting, First Reading Held)*

NEW BUSINESS

1. **Resolution 2023-03.** City of Hoschton, Georgia, Alcoholic Beverage Tax and Fee Schedule
2. **Ordinance 23-02.** An Ordinance To Amend Sections 7(A), 10(C), And 11(C) Of Ordinance No. O-20-06 of the City of Hoschton By Amending The Language As Set Forth Below; To Repeal Conflicting Ordinances; To Provide For Severability; To Provide For Codification; To Provide For An Effective Date; And For Other Purposes. *(1<sup>st</sup> of 2 Hearings)*
3. **Ordinance TA 23-01.** An Ordinance Amending the Zoning Ordinance of the City of Hoschton, Georgia, as Amended, to Amend Article VIII, "Zoning Amendments and Applications," To Amend Section 8.05, "Variances," To Delete Paragraph 13, "Judicial Review;" "To Add a New Section 8.08, "Special Notice and Procedural Requirements for Certain Residential Zoning Decisions," To Add a New Section 8.09, "Appeals;" To Establish an Effective Date; To Repeal Conflicting Ordinances; To Provide for Severability; and For Other Purposes.
4. Panther Court Sanitary Sewer System Expansion Program Bid – Presented by Jerry Hood, City Engineer
5. Final Plat for Cambridge at Towne Center, Unit 2: Rockhaven Homes, 184 fee-simple townhouse lots on 24.2 acres of property (Map/Parcels 120/013L and 120/017D) fronting

on the south side of Towne Center Parkway (MFR, Multi-Family Residential, conditional zoning)

6. Proposed Cable Television Franchise Agreement Between Hoschton and Comcast
7. Resolution 2023-04: Road Closure for April 8, 2023 – closure from 12pm-6pm for Easter Egg Hunt, hosted by Hoschton DDA
8. Resolution 2023-05: Road Closure for May 20, 2023 – closure from 7am-6pm for Hoschton Spring Festival, hosted by City of Hoschton
9. Hoschton Coffee Shop Window Repairs
10. Change Order: New City Hall from Garland & Associates Contractors, Inc.
11. Memorandum of Understanding (MOU) between City of Hoschton on behalf of the Hoschton Police Department and the Jackson County's Sheriff's Office.
12. 29 West Broad Street Property – Electrical Quote
13. 153 Mulberry Lane Park Consulting Proposal
14. CivicPlus – Recodification – Adding Subdivision, Zoning & LDC

CITIZEN INPUT

EXECUTIVE SESSION (IF NEEDED)

ADJOURN

## CITY MANAGER REPORT

February 2023

- Conducted our monthly staff meeting
- City cemetery Cleanup- noted the graves that were not in compliance with our codes and sent certified letters to the families.
- We hired our newest police officer, Officer Evan Kessler.
- We submitted our yearly water audit (This is different than our Financial Audit)
- DDA Hosted their monthly Coffee and Conversation with Hoschton businesses.
- We opened bids for Phase 1 Water Improvements. This was on the February Agenda and was approved.
- Mobility Meeting was hosted in Braselton for all neighboring counties and cities to discuss steps for future bypass.
- Met with Jackson County Park and Rec on future projects in Hoschton.
- Met with concerned citizens to discuss parking on the streets in neighborhoods. We will discuss this more at the Council Retreat.
- Held our monthly Q&A At City Hall with Mayor, Staff and two other council members.
- Historic Committee met to discuss upcoming events.
- Met with consultants to help direct us on the future 153 Mulberry Lane, Park Area.
- DDA held their DDA Annual Retreat
- Hoschton Area Business Alliance held their monthly meeting at City Hall.
- Panther Court Project bidding took place. This will be in the March Agenda.
- Coordinating Council Retreat that will take place March 28-30, 2023.
- Well Study for Mulberry Property has been delayed due to rain. Has been rescheduled for Mid-March.
- New Construction for City Hall, Community Room and Restaurant space will be completed Mid May 2023. We are targeting July to be in operation at new building.

Respectfully Submitted,  
Jennifer Harrison  
City Manager



# Building Department Activity Report-February 2023

## A. Building department activity

### a. Permits Issued

- i. January - 76 Building / 11 Miscellaneous
- ii. February - 35 Building / 21 Miscellaneous
- iii. 2023 YTD – 111 Building / 32 Misc.

### b. Inspection Activity

- i. February Total Inspections
  1. Building Inspections – 402
  2. Water Meter Install Inspections – 52

## **Police Department Report 03/06/2023**

1. **Reports and Citations**- The Police Department generated 184 incident numbers and wrote 38 citations in the month of February.
2. **Court**- We will not have court in March due to a conflict so the next court date will be April 13<sup>th</sup> at City Hall.
3. **Personnel**- We have hired a new employee! Evan Kesler worked for the Jackson County Sheriff's Office for 10 years. He was a Sergeant in the patrol division prior to leaving. Evan will work a twelve hour rotation from 12p-12a and will work every other weekend.



## February 2023 Monthly Report

### Water

- Daily water route check of connections, water tank and random sample sites
- Daily checks and operations of both city wells
- Daily water sampling
- Weekly well cleanings
- Monthly Meter high usage and non-read meter reading
- Pulled monthly Reporting EPD Samples
- Pulled monthly Bacteriological samples throughout water system
- Replenished Chemicals at both Wells
- Daily utility locates, 208 water/sewer locates
- Completed a Large Project Locate along HWY 53 for Sewer Forcemain Install
- Recorded all daily, weekly, and monthly Data
- Completed and Submitted Monthly Water Reports to EPD
- 46 New Install Meters
- 10 Meter Repairs
- Replenished brass parts inventory
- Repaired leaking Valve in vault at Azalea
- Repaired 4 Water leaks
- Began training John in Water Department
- Began training Derrick in water/sewer Dept. for locating
- Finalized data for 2022 Water Audit with EMI, Ready for Submittal
- Started having Gravel delivered for roadway to Mulberry property test well. Well drilling postponed until third week of March due to weather and area being to wet to enter

## **Wastewater**

Daily Plant check of equipment and processes  
Daily sampling and testing of plant Effluent  
Daily Instrument calibrations  
Daily lab equipment temperature checks  
Weekly process control lab work  
Weekly Automatic samplers turned on and checked  
Pulled Weekly permit samples  
Performed weekly permit Lab testing  
Recorded all daily, weekly, and monthly Data  
Performed Maintenance on Dewatering Belt Press  
Performed Weekly and monthly Maintenance on Clarifiers  
Performed Weekly Sewer pump station and generator check  
Ran Belt Press Daily to remove excess solids in Plant  
Weekly Washdown and cleaning of tanks, troughs, and filter  
Daily utility locates, 208 water/sewer locates  
Completed and Submitted Monthly Wastewater Report (DMR) to EPD  
Sent off bad belt press polymer pump for repair  
Alarm system was installed at WWTP  
Inspected manhole core for Nunnley property project at Quail Crossing  
Demoed a blower unit for grease removal at Sewer Lift stations. Brighton Park  
Generator at Brighton park was repaired, and also power switch gear control screen  
Matthew Speed with EMI visited the wastewater plant to assist and make  
recommendations  
Visited the city of Demorest's Wastewater Treatment Plant for comparison. Their plant  
is similar to Hoschton's  
Ordered new Scum flushing valve for clarifiers  
Had grease and solids pumped out and removed from Headworks influent channel and  
Influent Pump station  
Replaced Brushes and performed maintenance on Headworks screw screen  
Panther Court Project Bid Opening

## OLD BUSINESS

**Ordinance O-23-01.** An Ordinance to Amend the Code of Ordinances of the City of Hoschton, Georgia, As Amended, To Repeal Chapter 40, “Alcoholic Beverages” And Adopt a New Chapter 40, “Alcoholic Beverages”; To Repeal Conflicting Ordinances; To Provide For Severability; To Establish An Effective Date, To Provide For Codification, And For Other Purposes. *(Continued from February 20, 2023, City Council Meeting, First Reading Held)*

CITY OF HOSCHTON  
STATE OF GEORGIA

ORDINANCE 23-01

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF HOSCHTON, GEORGIA, AS AMENDED, TO REPEAL CHAPTER 40, "ALCOHOLIC BEVERAGES" AND ADOPT A NEW CHAPTER 40, "ALCOHOLIC BEVEERAGES"; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE, TO PROVIDE FOR CODIFICATION, AND FOR OTHER PURPOSES

IT IS ORDAINED by authority of the Hoschton City Council as follows:

**Section 1.**

Chapter 40, "Alcoholic Beverages" of the Code of Ordinances is hereby repealed. Any other ordinances or parts of ordinances in conflict herewith are repealed.

**Section 2.**

A new Chapter 40, "Alcoholic Beverages" adopted by reference and attached to this ordinance, is hereby adopted and made a part of the Code of Ordinances of the City of Hoschton.

**Section 3.**

If any portion of this ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

**Section 4.**

The effective date of this ordinance shall be upon final approval by the Mayor of the City of the Hoschton pursuant to Section 2.14(b) of the City Charter.

So ORDAINED, this \_\_ day of \_\_\_\_\_, 2023.

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Lauren O'Leary, Mayor

**Ordinance 23-01, Chapter 40, Hoschton Alcoholic Beverages Code**

This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

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Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

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Abbott S. Hayes, Jr., City Attorney

**CHAPTER 40  
HOSCHTON ALCHOLIC BEVERAGES CODE**

**ARTICLE 1 GENERAL PROVISIONS**

- Sec. 40-1-1. Short title.
- Sec. 40-1-2. Licenses required.
- Sec. 40-1-3. License required for each identifiable place.
- Sec. 40-1-4. Sale is a privilege not a right.
- Sec. 40-1-5. Purposes.
- Sec. 40-1-6. State law and administrative rules.
- Sec. 40-1-7. Fees.
- Sec. 40-1-8. Definitions.

**ARTICLE 2 PROHIBITIONS**

- Sec. 40-2-1. Actions without license.
- Sec. 40-2-2. Distance requirements for sale of distilled spirits.
- Sec. 40-2-3. Distance requirements for sale of any wine or malt beverages.
- Sec. 40-2-4. Sale or furnishing of alcoholic beverages to intoxicated persons.
- Sec. 40-2-5. Sales on election day.
- Sec. 40-2-6. Persons under 21 years of age.
- Sec. 40-2-7. Persons under 18 years of age.
- Sec. 40-2-8. Drinking of alcoholic beverages on retail package premises.
- Sec. 40-2-9. Off premise consumption.
- Sec. 40-2-10. Alcoholic beverage for which taxes not paid.
- Sec. 40-2-11. Prohibited noise from establishments.

**ARTICLE 3 LICENSES AND PERMITS**

- Sec. 40-3-1. Types of licenses and event permits.
- Sec. 40-3-2. Qualifications for licensing.
- Sec. 40-3-3. State-wide centralized application process.
- Sec. 40-3-4. The application process.
- Sec. 40-3-5. Withdrawal of application.
- Sec. 40-3-6. Existing license continued pending renewal.
- Sec. 40-3-7. Local discretion and due process.
- Sec. 40-3-8. Grounds for denial of license application.
- Sec. 40-3-9. Hearing on denial, suspension or revocation or imposition of monetary administrative penalty.
- Sec. 40-3-10. Authorization via temporary permit.
- Sec. 40-3-11. Display of licenses.
- Sec. 40-3-12. Duration of license issuance.
- Sec. 40-3-13. Expiration of license.
- Sec. 40-3-14. Posting of laws.
- Sec. 40-3-15. Availability of this chapter at place of business.



**Ordinance 23-01, Chapter 40, Hoschton Alcoholic Beverages Code**

- Sec. 40-3-16. Duty to remain current.
- Sec. 40-3-17. Amendment of an application.
- Sec. 40-3-18. Transfer of license.
- Sec. 40-3-19. Transfer of license due to change in agent.
- Sec. 40-3-20. Change in ownership or interest in the business.
- Sec. 40-3-21. Application for renewal.
- Sec. 40-3-22. Employee permits.

**ARTICLE 4 RETAIL PACKAGE SALES OF MALT BEVRAGES AND WINE**

- Sec. 40-4-1. No consumption on premises.
- Sec. 40-4-2. Growler sales.
- Sec. 40-4-3. Hours of sale.
- Sec. 40-4-4. Delivery of malt beverages and wine by package goods retailers.

**ARTICLE 5 RETAIL PACKAGE SALES OF DISTILLED SPIRITS (LIQUOR STORES)**

- Sec. 40-5-1. Separation of liquor stores by physical distance.
- Sec. 40-5-2. No consumption on premises.
- Sec. 40-5-3. Hours of sale.
- Sec. 40-5-4. Sufficient lighting required.

**ARTICLE 6 CONSUMPTION ON PREMISES OF ALCOHOLIC BEVERAGES (BEER, WINE, AND LIQUOR BY THE DRINK)**

- Sec. 40-6-1. Restaurants and food volume ratio.
- Sec. 40-6-2. Brewpubs.
- Sec. 40-6-3. Private clubs.
- Sec. 40-6-4. Nonprofit organizations with facilities.
- Sec. 40-6-5. Hours of sale.
- Sec. 40-6-6. Brown bagging prohibited.
- Sec. 40-6-7. Happy hour and other promotions or circumstances prohibited.
- Sec. 40-6-8. Posting of warning regarding pregnancy.
- Sec. 40-6-9. Patio/open area, on-premises consumption.
- Sec. 40-6-10. Off-premise consumption.
- Sec. 40-6-11. Off-premises consumption within a downtown dining district.
- Sec. 40-6-12. Carry out of partially consumed bottle of wine.
- Sec. 40-6-13. Sale by restaurants of mixed drinks for off-premises consumption.

**ARTICLE 7 EXCISE TAXES ON MIXED DRINKS**

- Sec. 40-7-1. Definitions.
- Sec. 40-7-2. Imposition and rate of tax.
- Sec. 40-7-3. Collection of tax.
- Sec. 40-7-4. Determination, returns and payments.
- Sec. 40-7-5. Deficiency determinations.

**Ordinance 23-01, Chapter 40, Hoschton Alcoholic Beverages Code**

- Sec. 40-7-6. Determination if no return made.
- Sec. 40-7-7. Penalty for nonpayment.
- Sec. 40-7-8. Action for collection.
- Sec. 40-7-9. Overpayment.
- Sec. 40-7-10. Purchasers or successors of business.
- Sec. 40-7-11. Licensee records subject to examination; reporting.
- Sec. 40-7-12. Violations.

**ARTICLE 8 EXCISE TAX REQUIRED OF WHOLESALE DEALERS**

- Sec. 40-8-1. Imposition of tax.
- Sec. 40-8-2. Payment of taxes.

**ARTICLE 9 MANUFACTURERS**

- Sec. 40-9-1. Malt beverage (brewery license).
- Sec. 40-9.2. Wine.
- Sec. 40-9-3. Distilled spirits (distillery license).

**ARTICLE 10 EVENT PERMITS**

- Sec. 40-10-1. Non-profit special temporary event permit.
- Sec. 40-10-2. For-profit special temporary event permit.
- Sec. 40-10-3. Temporary limited license.
- Sec. 40-10-4. Catered event permit.
- Sec. 40-10-5. Wine tasting.
- Sec. 40-10-6. Home brew special events.

**ARTICLE 11 ADMINISTRATION AND ENFORCEMENT**

- Sec. 40-11-1. Administration and interpretation by city manager.
- Sec. 40-11-2. Maintenance of records.
- Sec. 40-11-3. Inspection of licensed establishments.
- Sec. 40-11-4. Audit.
- Sec. 40-11-5. Suspension or revocation of license or imposition of penalty.
- Sec. 40-11-6. State license invalid upon revocation of local license.
- Sec. 40-11-7. Local license invalid upon revocation of state license.
- Sec. 40-11-8. Temporary closure of location.
- Sec. 40-11-9. Active engagement required; Surrender of license for inactivity.
- Sec. 40-11-10. Violations generally.
- Sec. 40-11-11. Disciplinary action for licensees.
- Sec. 40-11-12. Seizure and disposition of contraband alcoholic beverages.

**ARTICLE 1  
GENERAL PROVISIONS**

- Sec. 40-1-1. Short title.
- Sec. 40-1-2. Licenses required.
- Sec. 40-1-3. License required for each identifiable place.
- Sec. 40-1-4. Sale is a privilege not a right.
- Sec. 40-1-5. Purposes.
- Sec. 40-1-6. State law and administrative rules.
- Sec. 40-1-7. Fees.
- Sec. 40-1-8. Definitions.

**Sec. 40-1-1. Short title.**

This chapter shall be known and may be cited as the City of Hoshton Alcoholic Beverages Code.

**Sec. 40-1-2. Licenses required.**

- (a) Alcoholic beverages may be sold, manufactured, distributed and imported in the city only after the issuance of a license for such sale by the city and only in the manner permitted by said license, unless exempted by state law.
- (b) Alcoholic beverages may be sold, manufactured, distributed and imported in the city only by a licensee who complies with the rules and regulations of this chapter, and with the licensing, regulatory and revenue requirements of the State of Georgia.
- (c) Any holder of a local alcoholic beverage license issued pursuant to this chapter is required to apply for and obtain an alcoholic beverage license from the state before any sales commence.

**Sec. 40-1-3. License required for each identifiable place.**

Any premises outlets which cannot be determined as one identifiable place of business shall require additional licenses regardless of such establishments having the same trade name, ownership, or management.

**Sec. 40-1-4. Sale is a privilege not a right.**

Notwithstanding anything in this chapter to the contrary, the sale of alcoholic beverages in the city is a privilege and not a right, and the issuance of a license hereunder shall not create any property rights in the licensee.

**Sec. 40-1-5. Purposes.**

The purposes of this chapter include compliance with state law, prevention and control of the sale of alcoholic beverages, and protection of the public health, safety, and general welfare.

**Sec. 40-1-6. State law and administrative rules.**

- (a) This chapter is intended to comply with the provisions of the Georgia Alcoholic Beverages Code, O.C.G.A. § 3-1-1 *et. seq.*, which Code is incorporated by reference in its entirety into this chapter. Where any provision of this chapter is in conflict with any provision of the Georgia Alcoholic Beverages Code, the code shall control. Or where this chapter is incomplete in having failed to incorporate a provision necessarily required for the implementation of the Georgia Alcoholic Beverages Code, such provision of the code, so as to meet the mandate of the code, shall be fully complied with.
- (b) This chapter is intended to comply with rules and regulations promulgated by the commissioner pursuant to O.C.G.A. § 3-2-2 of the Georgia Alcoholic Beverages Code, which rules and regulations are incorporated by reference in their entirety into this chapter. Where any provision of this chapter is in conflict with any provision of the rules and regulations, the rules and regulations shall control. Or where this chapter is incomplete in having failed to incorporate a provision necessarily required for the implementation of the rules and regulations, such provision of the rules and regulations, so as to meet the mandate of the code, shall be fully complied with.

**Sec. 40-1-7. Fees.**

All fees for licenses, permits and other specified actions applicable to this chapter shall be established by resolution of Mayor and City Council from time to time.

**Sec. 40-1-8. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcohol* means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

*Alcoholic beverage* means and includes all alcohol, distilled spirits, beer, malt beverage, wine, or fortified wine.

*Alcoholic beverage caterer* means any retail dealer who has been licensed by the city to sell alcoholic beverages by the drink or the unopened package.

*Authorized catered event* means an event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, for consideration,

**Ordinance 23-01, Chapter 40, Hoschton Alcoholic Beverages Code**

and sold, dispensed or provided free of charge to persons present at the event, by the drink, pursuant to a permit obtained under this chapter.

*Business* means any person, corporation, partnership, or other legal entity which exerts substantial efforts within the city, engages in, causes to be engaged in, and/or represents or holds out to the public to be engaged in any occupation or activity with the object of gain or benefit, either directly or indirectly.

*Brewery* means a place where malt beverages are manufactured. In addition to manufacturing, malt beverages may be sold for consumption on the premises, and/or sold by the package for consumption off the premises in accordance with state law.

*Brewpub* means any eating establishment in which malt beverages are manufactured, subject to the barrel production limitation prescribed in O.C.G.A § 3-5-36. As used in this paragraph, the term “eating establishment” means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 60 percent of its total annual gross food and beverage sales from the sale of prepared meals or food; provided, however, that when determining the total annual gross food and beverage sales, barrels of malt beverages sold to licensed wholesale dealers, as authorized pursuant to subparagraph (D) of paragraph (2) of O.C.G.A § 3-5-36, or to the public for consumption off the premises, as authorized pursuant to subparagraph (D) of paragraph (2) and paragraph (4) of O.C.G.A § 3-5-36, shall not be used.

*Broker* means any person who purchases or obtains an alcoholic beverage from an importer, distillery, brewery, or winery and sells the alcoholic beverage to another broker, importer, or wholesaler without having custody of the alcoholic beverage or maintaining a stock of the alcoholic beverage.

*BYOB* or *brown bagging* means possession of an open glass bottle, can, or other container containing an alcoholic beverage or consumption of an alcoholic beverage on premises: For which a city business/occupation tax certificate has been issued; and which occurs at a location different from where said alcoholic beverage was purchased.

*City.* The City of Hoschton, Georgia.

*City Council.* The Mayor and City Council of the City of Hoschton, Georgia.

*Church* means a body of communicants gathered into church order: united under one (1) form of government by the profession of the same faith and the observance of the same ritual and ceremonies, place where persons regularly assemble in a facility for worship, congregation, or organization for religious purposes.

*College campus* means a collection of two (2) or more buildings used for educational purposes, on either one parcel or contiguous parcels that are under the same ownership by either a public or private institution of higher learning.

*Commissioner* means the state revenue commissioner.

**Ordinance 23-01, Chapter 40, Hoschton Alcoholic Beverages Code**

*Department* means the state Department of Revenue.

*Distilled spirits* means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume.

*Distillery* means a facility that manufactures distilled spirits.

*Eating establishment*: see “restaurant.”

*Establishment* means any physical location or section thereof for the operation of a business.

*Food caterer* means any person who holds a valid business license and for consideration, prepares food for consumption off the premises.

*Fortified wine* means any alcoholic beverage containing not more than 24 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, brandy.

*Gallon or wine gallon* means a United States gallon of liquid measure equivalent to the volume of 231 cubic inches or the nearest equivalent metric measurement.

*Georgia farm winery* means a farm winery which is licensed by the state to manufacture wine in Georgia.

*Growler* means a reusable, resealable, and professionally sanitized glass jug used to transport malt beverages or wine for off-premises consumption that is not to exceed sixty-four (64) ounces and is filled with malt beverages or wine from a keg by a licensee, or an employee of a licensee, with a malt beverage and/or wine license for consumption off premises issued by the City of Hoschton.

*Hard cider* means an alcoholic beverage obtained by the fermentation of the juice of apples, containing not more than 6 percent alcohol by volume, including, but not limited to, flavored or carbonated cider. For purposes of this chapter, hard cider shall be deemed a malt beverage. The term does not include “sweet cider.”

*Importer* means any person who imports an alcoholic beverage into this state from a foreign country and sells the alcoholic beverage to another importer, broker or wholesaler and who warehouses a stock of the alcoholic beverage.

*Licensed alcoholic beverage caterer* means any person licensed for the sale of alcoholic beverages by the state and who possesses a license by a local government in the state authorizing such person to sell or dispense alcoholic beverages by the drink off licensed premises and in connection with an authorized catered function.

**Ordinance 23-01, Chapter 40, Hoschton Alcoholic Beverages Code**

*Licensee* means any person who holds a license from the city to engage in the selling, manufacturing, distributing or importing at retail or wholesale, of any alcoholic beverages.

*Lounge* means a separate room connected with a part of and adjacent to a restaurant with all booths, stools and tables being unobstructed and open to view. All lounges shall be air conditioned and have a seating capacity of at least forty (40).

*Malt beverage* means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

*Managing agent* means an individual that is at least twenty-one (21) years of age, is a U.S. citizen or an alien lawfully admitted for permanent residency, is a resident of the State of Georgia, has day-to-day managerial authority over the business conducted on the licensed premises including the sale of alcoholic beverages, and is employed full-time by the licensed business.

*Manufacturer* means any maker, producer or bottler of an alcoholic beverage. The term also means: in the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits; provided, however, that a vintner that blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits; in the case of malt beverages, any brewer; and in the case of wine, any vintner.

*Minor* means any person less than twenty-one (21) years of age.

*Multi-use facility* means a structure containing three (3) or more retail or office establishments and one (1) or more eating establishment, which has a court area for pedestrian use.

*Non-profit, charitable and civic organization* means a bona fide nonprofit civic organization which is exempt from federal income tax pursuant to the provisions of subsection (c), (d), or (e) of 26 U.S.C. Section 501.

*Open air cafe* means a premise located within the pedestrian court area and adjacent sidewalk of a multi-use facility where food is available for purchase during all hours of operation and where alcoholic beverages may be purchased from a restaurant contained within the multi-use facility for consumption within the open air cafe.

*Package* means a bottle, can, keg, barrel, or other original consumer container.

*Person* means any individual, firm, partnership, cooperative, nonprofit membership corporation, social club, joint venture, association, company, corporation, limited liability company, limited liability partnerships, agency, syndicate, estate, trust, business trust, receiver, fiduciary or other group or combination acting as a unit, body politic or political subdivision, the plural as well as the singular member, whether public, private or quasi-public.

**Ordinance 23-01, Chapter 40, Hoschton Alcoholic Beverages Code**

*Premises* means one (1) physically identifiable place of business operated by the same ownership and/or overall management consisting of one (1) or more contiguous rooms with only one (1) address registered as a single place of business with the local licensing authority and the state. "Premises" is further defined to include: outdoor areas or patios approved pursuant to this chapter, pedestrian court areas and sidewalks in front of a building.

*Private club* means any nonprofit association organized under the laws of this state which: has been in existence at least one (1) year prior to the filing of its application for a license to be issued pursuant to this chapter; has at least seventy-five (75) regular dues-paying members; owns, hires or leases a building or space within a building for the reasonable use of its members, which building or space has suitable kitchen and dining room space and equipment and is staffed with a sufficient number of employees for cooking, preparing and serving meals for its members and guests; and has no member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary as defined by state law.

*Private function* means any affair where attendance is by invitation only, where no business transactions are conducted during the private function and there is no cost to attend or to consume the food or alcohol either by donations or by any other means.

*Residence* means the act or fact of living or regularly staying at or in some place for the discharge of a duty or the enjoyment of a benefit or the place where one actually lives as distinguished from his domicile or place of temporary sojourn.

*Resident* means a person whose primary residence is within the territorial limits of the county.

*Restaurant* means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, such place being provided with adequate and sanitary kitchen and dining room equipment, air conditioned, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests for every hour they are open. At least one (1) meal per day shall be served at least five (5) days a week, except that restaurants that open for business more than five (5) days a week, shall be required to serve at least one (1) meal per day each day that the restaurant is open, with the exception of holidays, vacation and periods of redecoration, and the serving of such meals shall be the principal business conducted, with the serving of alcoholic beverages to be consumed on the premises as only incidental thereto. A restaurant shall provide at least thirty (30) seats for customers.

*Retail consumption dealer* means any person who sells distilled spirits for consumption on the premises at retail only to consumers and not for resale.

*Retail package liquor store* means a retail business establishment owned by an individual, partnership, corporation, association, or other business entity; primarily engaged in the retail sale of distilled spirits, malt beverages, and wine in unbroken packages, not for consumption on the premises, except as authorized under this chapter; and which derives from such retail sale of



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alcoholic beverages in unbroken packages at least 75 percent of its total annual gross sales from the sale of a combination of distilled spirits, malt beverages, and wine.

*Retailer or retail dealer* means, except as to distilled spirits, any person who sells alcoholic beverages, either in unbroken packages or for consumption on the premises, at retail only to consumers and not for resale. With respect to distilled spirits, the term shall have the same meaning as the term “retail package liquor store.”

*School* means an organized source of education or training whether public or private for the teaching of children in which the traditional subjects and learning processes associated with the Pre-K—12 grades of school are taught.

*Shipper* means any person who ships an alcoholic beverage from outside this state.

*Tasting room* means an outlet for the promotion of a Georgia farm winery's wine by providing samples of such wine to the public and for the sale of such wine at retail for consumption on the premises and for sale in closed packages for consumption off the premises. Samples of wine can be given free of charge or for a fee.

*Wholesaler or wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers. This shall include any person that transports or delivers alcoholic beverages from a manufacturer for sale at retail by the package.

*Wine tasting* means an event as defined in the rules and regulations of the department of revenue.

*Wine* means any alcoholic beverage containing not more than 24 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this section.

**ARTICLE 2  
PROHIBITIONS**

- Sec. 40-2-1. Actions without license.
- Sec. 40-2-2. Distance requirements for sale of distilled spirits.
- Sec. 40-2-3. Distance requirements for sale of any wine or malt beverages.
- Sec. 40-2-4. Sale or furnishing of alcoholic beverages to intoxicated persons.
- Sec. 40-2-5. Sales on election day.
- Sec. 40-2-6. Persons under 21 years of age.
- Sec. 40-2-7. Persons under 18 years of age.
- Sec. 40-2-8. Drinking of alcoholic beverages on retail package premises.
- Sec. 40-2-9. Off premise consumption.
- Sec. 40-2-10. Alcoholic beverage for which taxes not paid.
- Sec. 40-2-11. Prohibited noise from establishments.

**Sec. 40-2-1. Actions without license.**

- (a) No person shall manufacture, distribute, sell, handle, or possess for sale, or otherwise deal in, alcoholic beverages without obtaining all applicable licenses required by the Georgia Alcoholic Beverages Code. (Reference: O.C.G.A. § 3-3-3)
- (b) Except as otherwise provided for in this chapter, the manufacturing, distributing, and selling by wholesale or retail of alcoholic beverages shall not be conducted in the city without a license from the governing authority of the city. (Reference: O.C.G.A. § 3-3-2 and § 3-5-40(a))
- (c) It shall be unlawful for any alcoholic beverages to be served, stored, kept or consumed by any person on the premises of any business establishment for which a city business/occupation tax certificate has been issued, excluding those businesses with a valid alcoholic beverage license or as otherwise exempted by this chapter.

**Sec. 40-2-2. Distance requirements for sale of distilled spirits.**

No person knowingly and intentionally may sell or offer to sell any distilled spirits:

- (a) In or within 100 yards of any church building; or
- (b) Within 200 yards of any school building, educational building, school grounds, or college campus. As used in this subsection, the term “school building” or “educational building” shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of the state of Georgia and which are public schools or private schools as defined in subsection (b) of Code Section 20-2-690 of the Georgia Code. For purposes of this subsection, the term “college campus” shall include, but shall not be limited to, all buildings and grounds of any public or private technical school, vocational school, college, university, or other institution of postsecondary education; or

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- (c) Within 100 yards of an alcoholic treatment center owned and operated by the state or any county or municipal government therein; or
- (d) Within 100 yards of any housing authority property. This subsection shall not apply at any location for which a new license is applied for if the sale of alcoholic beverages for consumption on the premises was lawful at such location at any time during the 12 months immediately preceding such application. As used in this subsection, the term “housing authority property” means any property containing 300 housing units or fewer owned or operated by a housing authority created by Georgia Code, Article 1 of Chapter 3 of Title 8, the “Housing Authorities Law.”
- (e) Nothing contained in this section shall prohibit the licensing of the sale or offer to sell of distilled spirits by bona fide private clubs, owning their own homes, subject to licensing under Chapter 7 of the Georgia Alcoholic Beverages Code.

For purposes of this section, distances shall be measured by the most direct route of travel on the ground. (Reference: O.C.G.A. § 3-3-21)

**Sec. 40-2-3. Distance requirements for sale of any wine or malt beverages.**

No person knowingly and intentionally may sell or offer to sell any wine, or malt beverages:

- (a) Within 100 yards of any school building, school grounds, or college campus. This subparagraph shall not apply at any location for which a new license is applied for if the sale of wine and beer was lawful at such location at any time during the 12 months immediately preceding such application. As used in this subsection, the term “school building” or “educational building” shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools as defined in subsection (b) of Code Section 20-2-690 of the Georgia Code. For purposes of this subsection, the term “college campus” shall include, but shall not be limited to, all buildings and grounds of any public or private technical school, vocational school, college, university, or other institution of postsecondary education.
- (b) Nothing in this section shall prohibit a grocery store licensed for the retail sale of only wine and malt beverages for consumption off the premises from selling wine or malt beverages within 100 yards of any school building, or college campus. As used in this subsection, the term “grocery store” means a retail establishment which has a total retail floor space of at least 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and conducts all of its sales inside the building containing its retail floor space.

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- (c) Nothing contained in this section shall prohibit the licensing of the sale or offer to sell of any wine or malt beverages by bona fide private clubs, owning their own homes, subject to licensing under Chapter 7 of the Georgia Alcoholic Beverages Code.

For purposes of this section, distances shall be measured by the most direct route of travel on the ground. (Reference: O.C.G.A. § 3-3-21)

**Sec. 40-2-4. Sale or furnishing of alcoholic beverages to intoxicated persons.**

No alcoholic beverage shall be sold, bartered, exchanged, given, provided, or furnished to any person who is in a state of noticeable intoxication. (Reference: O.C.G.A. § 3-3-22)

**Sec. 40-2-5. Sales on election day.**

No malt beverages, wine or distilled spirits will be sold within 250 feet of any polling place or of the outer edge of any building within which such polling place is established on primary or election days. As used in this section, the term "day" means that period of time beginning with the opening of the polls and ending with the closing of the polls.

**Sec. 40-2-6. Persons under 21 years of age.**

Except as otherwise authorized by law:

- (a) No person knowingly, directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any person under 21 years of age;
- (b) No person under 21 years of age shall purchase, attempt to purchase, or knowingly possess any alcoholic beverage;
- (c) No person under 21 years of age shall misrepresent such person's age in any manner whatsoever for the purpose of obtaining illegally any alcoholic beverage;
- (d) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for or on behalf of a person under 21 years of age; or
- (e) No person under 21 years of age shall misrepresent his or her identity or use any false identification for the purpose of purchasing or obtaining any alcoholic beverage.
- (f) It shall be a violation of this chapter not to require and properly check identification to ensure that an underage person is not sold, served, or does not have in his possession alcoholic beverages while in a licensed establishment. Identification in this section shall mean any document issued by a governmental agency containing a description of the person, such person's photograph and giving such person's date of birth and shall include, without being limited to, a passport, military identification card, driver's license or state department of public safety identification card.

If such conduct is not otherwise prohibited pursuant to Section 40-2-6 of this code, nothing contained in this section shall be construed to prohibit any person under 21 years of age from: dispensing, serving, selling, or handling alcoholic beverages as a part of employment in any licensed establishment; being employed in any establishment in which alcoholic beverages are distilled or manufactured; or taking orders for and having possession of alcoholic beverages as a part of employment in a licensed establishment. (Reference: O.C.G.A. § 3-3-23)

**Sec. 40-2-7. Persons under 18 years of age.**

- (a) No person shall allow or require a person in his employment under 18 years of age to dispense, serve, sell, or take orders for any alcoholic beverages.
- (b) This section shall not prohibit persons under 18 years of age who are employed in supermarkets, convenience stores, breweries, or drugstores from selling or handling alcoholic beverages which are sold for consumption off the premises. (Reference: O.C.G.A. § 3-3-24)

**Sec. 40-2-8. Drinking of alcoholic beverages on retail package premises.**

- (a) Except as provided in this section or Chapter 15 of the Georgia Alcoholic Beverages Code, no retail package liquor store shall knowingly and intentionally allow or permit the breaking of any package or packages containing alcoholic beverages on the premises where sold or allow or permit the drinking of the contents of such package or packages on the premises where sold.
- (b) Nothing in this section shall be construed to prohibit a representative or salesperson of a manufacturer or wholesaler from opening a package of alcoholic beverages on the premises of a retail package liquor store or other retail dealer for the purpose of providing samples of such alcoholic beverage product to a retail dealer or its employees for consumption on the licensed premises, provided that all samples are provided and consumed in the presence of a representative or salesperson of the manufacturer or wholesaler in an office, storage room, or other area of the licensed premises of the retail dealer that is closed to the public; and such representative or salesperson of the manufacturer or wholesaler removes from the licensed premises any packages he or she brought onto such licensed premises in order to provide samples of alcoholic beverage products.
- (c) For purposes of this section, the term “sample” means a small amount of any malt beverage, wine, or distilled spirits.
- (d) The activities authorized in this section are subject to any and all applicable rules and regulations adopted by the commissioner. (Reference: O.C.G.A. § 3-3-26)

**Sec. 40-2-9. Off premise consumption.**

- (a) It is prohibited for customers to gather outside the boundary of any premises licensed to sell alcoholic beverages and consume alcoholic beverages.
- (b) This section shall not be construed to prevent consumption outdoors but within the boundary of an premises so licensed, as specifically authorized by this chapter.

**Sec. 40-2-10. Alcoholic beverage for which taxes not paid.**

- (a) Except as otherwise expressly provided for by law, no person knowingly and intentionally shall possess, sell, or purchase any distilled spirits upon which the taxes imposed by state law have not been paid. (Reference: O.C.G.A. § 3-3-29)
- (b) Except as otherwise specifically provided for by law, it is unlawful for any person to sell, possess, conceal, store, or convey any alcoholic beverage on which any tax or license fee imposed by Georgia Alcoholic Beverages Code has not been paid. (Reference: O.C.G.A. § 3-2-33).

**Sec. 40-2-11. Prohibited noise from establishments.**

It shall be unlawful for any establishment licensed under this chapter to make or cause to be made any loud, unnecessary or unusual sound or noise that unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, or safety of others in the city or abutting town or unincorporated area of a county and that is audible to a person of normal hearing ability from the nearest property line of the business in question.

**ARTICLE 3  
LICENSES AND PERMITS**

- Sec. 40-3-1. Types of licenses and event permits.
- Sec. 40-3-2. Qualifications for licensing.
- Sec. 40-3-3. State-wide centralized application process.
- Sec. 40-3-4. The application process.
- Sec. 40-3-5. Withdrawal of application.
- Sec. 40-3-6. Existing license continued pending renewal.
- Sec. 40-3-7. Local discretion and due process.
- Sec. 40-3-8. Grounds for denial of license application.
- Sec. 40-3-9. Hearing on denial, suspension or revocation or imposition of monetary administrative penalty.
- Sec. 40-3-10. Authorization via temporary permit.
- Sec. 40-3-11. Display of licenses.
- Sec. 40-3-12. Duration of license issuance.
- Sec. 40-3-13. Expiration of license.
- Sec. 40-3-14. Posting of laws.
- Sec. 40-3-15. Availability of this chapter at place of business.
- Sec. 40-3-16. Duty to remain current.
- Sec. 40-3-17. Amendment of an application.
- Sec. 40-3-18. Transfer of license.
- Sec. 40-3-19. Transfer of license due to change in agent.
- Sec. 40-3-20. Change in ownership or interest in the business.
- Sec. 40-3-21. Application for renewal.
- Sec. 40-3-22. Employee permits.

**Sec. 40-3-1. Types of licenses and event permits.**

The following licenses, permits, and event permits are available under this chapter:

- (a) Malt beverages and wine package sales (Article 4 of this chapter).
- (b) Distilled spirits package sales (liquor stores) (Article 5 of this chapter).
- (c) Combined licenses for malt beverages, wine and distilled spirits package sales (Articles 4 and 5 of this chapter).
- (d) Malt beverages and wine for consumption only on the premises (Article 6 of this chapter).
- (e) Distilled spirits for consumption only on the premises (Article 6 of this chapter).
- (f) Combined licenses for malt beverages, wine and distilled spirits for consumption only on the premises (Article 6 of this chapter).
- (g) Malt beverage manufacturer (brewery) license (Article 9 of this chapter).

- (h) Distilled spirits manufacturer (distillery) license (Article 9 of this chapter).
- (i) Temporary special event; event permit for malt beverages or wine; caterers.
- (j) Wine tasting license.
- (k) Malt beverage (home brew) event permit.

**Sec. 40-3-2. Qualifications for licensing.**

To qualify for an alcoholic beverage license, an applicant shall meet the following:

- (a) **Designation of managing agent.** Designate a managing agent that meets the qualifications specified in this article. In the case of a non-profit private club, the managing agent may be an officer of the non-profit private club in lieu of a full-time employee if the individual is otherwise qualified.
- (b) **Maintenance of registered agent.** All licensed establishments must have and continuously maintain in Jackson County a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. The registered agent must be a resident of Jackson County. The licensee shall file the name of such agent, along with the written, notarized consent of such agent with the city in such form as may be prescribed.
- (c) **Certificate of occupancy.** Have a certificate of occupancy that has been issued by the city for the premises for which an alcoholic beverage license is sought.
- (d) **Issuance.** Where the application is made on behalf of a corporation, partnership, limited liability corporation, limited liability partnership or sole proprietorship, the license shall be issued jointly to the organization and an individual that meets the qualifications of a managing agent.

**Sec. 40-3-3. State-wide centralized application process.**

- (a) The state department of revenue has developed and implemented a state-wide, centralized application process for initial applications and renewals for licenses and permits for retailers in order to provide for uniform and streamlined practices with respect to such application and renewal process that both the department and the city that issues licenses or permits to retailers shall be required to use.
- (b) Such process shall provide for such licenses and permits for retailers that may be issued by the department and by the city to be applied for and renewed online.
- (c) The state-wide, centralized application process shall ensure that any initial application or renewal is sent simultaneously upon completion to the department and the city; provided,



however, that the state department of revenue may require that a valid local license or permit be issued prior to granting a license or permit. (Reference: O.C.G.A. § 3-2-7.1)

- (d) The state-wide, centralized application process shall provide for the remittance and reporting of all fees for initial applications and renewals for licenses and permits for retailers and may do so by requiring the applicant to pay the state department of revenue and the city separately at the time the initial application or renewal is submitted. (Reference: O.C.G.A. § 3-2-7.1)

**Sec. 40-3-4. The application process.**

Unless inconsistent with the state-wide centralized application process, the following are required for the issuance of a license under the terms of this chapter. In the event that city requirements exceed those of the state-wide, centralized application process, the requirements of the city shall be met with the local application.

- (a) **Application.** Any person desiring to obtain an alcoholic beverage license in the city shall submit a written and signed application on forms provided by city and in connection therewith, shall, under oath, answer all questions, supply all information, and furnish all certificates, affidavits, bonds and other supporting data as required by the city. The written application for the license shall be a permanent record, and the licensee must maintain current and accurate information within said application as required by this chapter.
- (b) **In-person application.** In addition to any online application procedure for state-wide centralized permitting, all applications for licenses to sell alcoholic beverages of any kind shall be made in person by the applicant to the city manager or designee and shall contain but not be restricted to the following statements and information:
  1. The name, age, address and length of residency of applicant. Residency by an applicant within the city issuing the license is not be a requirement because the applicant is required to designate a resident of the county who shall be responsible for any matter relating to the license. (Reference: O.C.G.A. § 3-3-2)
  2. The name of the corporation, partnership, sole proprietorship, or other organization applying for the license. Said name shall include the legal name as well as the trade name of the business.
  3. A statement of whether the applicant or any person with an interest in the application has made application at any previous time for any alcoholic beverage license and the disposition of such application.
  4. Whether the applicant or any person with an interest in the application has ever been convicted of a crime, other than for traffic violations.

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5. Whether a previous license issued to the applicant or any person with interest in the application has been revoked by any state or subdivision thereof or by the federal government and the reason therefor.
  6. The identity of any other person interested directly or indirectly in the profits or losses or both of the proposed business.
  7. The physical address and detailed plans of such building and outside premises, and evidence of ownership of the building, or a document that evidences the right of the applicant to use the premises, including but not limited to a deed, lease, sublease, management agreement, concession agreement, shall be attached to the application.
  8. Every new application for a package license hereunder shall be accompanied by a drawing to scale, showing the nearest church, school or college or by the affidavit of a registered surveyor that the proposed location of the business complies with the distance requirements as specified in this chapter. Applications for renewal of licenses, or for premises that have been licensed in the preceding twelve (12) months, are exempted from this subsection.
- (c) **Fingerprinting.** As provided in O.C.G.A. § 3-3-2, as a prerequisite to the issuance of any such initial permit or license only, the applicant/owner shall furnish a complete set of fingerprints to be forwarded to the Georgia Bureau of Investigation, which shall search the files of the Georgia Crime Information Center for any instance of criminal activity during the two years immediately preceding the date of the application. The Georgia Bureau of Investigation shall also submit the fingerprints to the Federal Bureau of Investigation under the rules established by the United States Department of Justice for processing and identification of records. The federal record, if any, shall be obtained and returned to the governing authority submitting the fingerprints.
- (d) **License fees.** The license fees as required by the city are due and payable upon the filing of the application. Any person who is doing business on or after the first day of January shall pay the full annual license fee without proration; provided, however, that if an application is filed after July 1st, the license fee shall be one-half (½) of the annual license fee for such calendar year. All new applications for alcoholic beverage licenses shall be accompanied either by lawful money of the U.S., or by a certified check, cashier's check or money order, payable to the city for the proper amount of the license fee. If the application is denied or if the applicant withdraws the application prior to its being issued, the license fee shall be refunded, less a one hundred fifty dollar (\$150.00) administrative fee which shall be retained by the city. The annual license fee to be charged by the city pursuant to this chapter shall not be more than \$5,000.00 for each license. (Reference: O.C.G.A. § 3-4-48)
- (e) **Fee for late application.** Any person holding any license issued pursuant to the Georgia Alcoholic Beverages Code and this chapter who fails to file a proper application for a similar license for the following year, with the proper fee accompanying the application, on or before the renewal date specified and who files an application after such renewal

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date shall be required to pay, in addition to the license taxes imposed by the Georgia Alcoholic Beverages Code and this chapter, an additional amount equal to one-half the amount required for the license for which application is made. (Reference: O.C.G.A. § 3-2-7)

- (f) **Criminal background check.** Upon receipt by the city manager or designee of any application for an alcoholic beverage license, or for the transfer of any license, each person listed on the application shall consent to a criminal background check on the forms supplied by the city manager or designee.
- (g) **Approval.** All applications for alcoholic beverage licenses shall require approval by the city manager or designee. Decisions shall be made in accordance with the standards and criteria specified in this article.

**Sec. 40-3-5. Withdrawal of application.**

Any license application made pursuant to this chapter may be withdrawn by the applicant at any time prior to issuance. No refunds will be made if an application is withdrawn.

**Sec. 40-3-6. Existing license continued pending renewal.**

Any licensee making proper application, with all supporting documents, for a license to operate during the following year and having filed the application prior to the renewal date specified in this article shall be permitted to continue to operate pending final approval or disapproval of the licensee's application for the following year if final approval or disapproval is not granted prior to the day in which the license is set to expire. (Reference O.C.G.A. § 3-2-7)

**Sec. 40-3-7. Local discretion and due process.**

Per authority of O.C.G.A. § 3-3-2, the city may exercise discretionary powers and make discretionary decisions pertaining to the granting or refusal, suspension, or revocation of permits or licenses pursuant to this chapter; provided, however, the city shall comply with the following guidelines for due process:

- (a) All such decisions shall be based on ascertainable standards.
- (b) All decisions approving, denying, suspending, or revoking the permits or licenses shall be in writing, with the reasons therefor stated, and shall be mailed or delivered to the applicant.

**Sec. 40-3-8. Grounds for denial of license application.**

- (a) The following shall be sufficient cause for the denial of an application:
  - 1. Failure of the applicant to meet the qualifications for licensing as set forth in this chapter.

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2. The making of any untrue or misleading statement in the application for an alcoholic beverage license.
  3. Failure to meet distance requirements of this chapter.
  4. Where it appears that the applicant would not have adequate participation in the proposed business to direct and manage its affairs, or where it appears that the application is intended to be a mere surrogate for a person or persons who would not otherwise qualify for a license for any reason whatsoever.
- (b) When contrary to the public interest and welfare, no license to sell alcoholic beverages of any kind shall be issued to or for:
1. Any person by reason of such person's business experience, trade associations, personal associations, record of arrest, or reputation in any community in which he has resided, who is not likely to maintain the operation for which he is seeking a license in conformity with federal, state or local laws, rules and regulations.
  2. Any person who has been convicted under any federal, state or local law of any felony involving moral turpitude.
  3. Any person who has been convicted under any federal, state or local law of any felony not involving moral turpitude within 10 years immediately preceding the filing of application for such license.
  4. Any person convicted under any federal, state or local law of a misdemeanor, particularly, but not limited to, those involving alcoholic beverages, gambling or tax law violations, if such conviction tends to indicate that the applicant will not maintain the operation for which he is seeking a license in conformity with federal, state or local laws, rules and regulations.
  5. A location not suitable in the judgment and discretion of the city because of traffic congestion, general character of the neighborhood, or by reason of the effect which such an establishment would have on the adjacent and surrounding properties or on the neighborhood.
  6. A location within an area where, in the judgment of the city manager, the number of alcoholic beverage licenses already granted makes it contrary to the public interest or welfare.
  7. A location at which the operation of the proposed business would be in violation of the City's zoning ordinance.
  8. A location at which a previous alcoholic beverage license has been revoked or suspended, and where, in the judgment of the city manager, the problems which have

arisen from the operation of an alcoholic beverage license at such location indicate that it is not in the interest of public health, safety, welfare or morals that the sale of alcoholic beverages be permitted at such location.

9. A person or location which the granting of such license would constitute a violation of state law or regulations.
  10. The operation of a distilled spirits package business licensed hereunder by any person already holding two such licenses.
  11. Any person who is as close kin as brothers or sisters, by blood or marriage, to one already holding two distilled spirits package licenses under this chapter.
  12. Any trustee or director of a private club, if disqualified under this chapter.
- (c) Upon timely application, any applicant aggrieved by a decision of the city regarding a permit or license shall be afforded a hearing with an opportunity to present evidence and cross-examine opposing witnesses.

**Sec. 40-3-9. Hearing on denial, suspension or revocation or imposition of monetary administrative penalty.**

- (a) Before the denial of any application, including a renewal application, for an alcoholic beverage license or for the transfer of any alcoholic beverage license, or the revocation or suspension of any existing alcoholic beverage license, or for the imposition of a monetary administrative penalty against a licensee, the applicant or licensee, as the case may be, shall be given notice in writing from the city manager or designee to show cause before the City Council at a time and place specified therein not less than three days nor more than 30 days from the date of service of the notice, why such application for license or for transfer of license should not be denied, or why such license should not be revoked or suspended as the case may be, or why a monetary administrative penalty should not be imposed, stating the grounds therefor, and at the appointed time and place the applicant or licensee shall have an opportunity to show cause, if any exist, why such application should not be denied or such license revoked or suspended or a monetary administrative penalty imposed after which the City Council shall take such actions as it in its judgment and discretion, shall deem warranted under the facts.
- (b) The decision of the City Council shall be final unless appealed by certiorari to the Superior Court of Jackson County.
- (c) In all instances of a denial of any application for an alcoholic beverage license or the revocation of any existing alcoholic beverage license, the applicant, licensee or any person(s) with 25 percent or more interest, shall not reapply for a license for at least one year from the final date of the denial or revocation.

**Sec. 40-3-10. Authorization via temporary permit.**

- (a) Persons making initial applications for licenses issued pursuant to the Georgia Alcoholic Beverages Code, after properly filing all required documents, including a valid local license, may be authorized by the commissioner to operate pursuant to a temporary permit which shall be issued under such regulations and in such form as the commissioner may deem appropriate.
- (b) No right or property shall vest in any applicant by virtue of the issuance of such permit.
- (c) The commissioner may impose a prelicense investigative fee upon persons making initial application for licenses issued pursuant to this chapter, which fee shall not exceed \$100.00. No such fee shall be refundable. (Reference O.C.G.A. § 3-2-7)

**Sec. 40-3-11. Display of licenses.**

- (a) Each person holding a state license issued pursuant to state law shall display the license prominently at all times on the premises for which the license is issued. (Reference O.C.G.A. § 3-3-3)
- (b) Each person holding a local license issued pursuant to this chapter shall display the license prominently at all times on the premises for which the license is issued. (Reference O.C.G.A. § 3-3-3)

**Sec. 40-3-12. Duration of license issuance.**

The effective date and the expiration date of the license shall be clearly marked on the license. Licenses issued pursuant to the Georgia Alcoholic Beverages Code shall be issued for a 12 month period to be determined by the commissioner and provided by regulation.

**Sec. 40-3-13. Expiration of license.**

Unless otherwise specified in the license, and except as otherwise specifically provided in this chapter or the Georgia Alcoholic Beverages Code, the city license issued shall be valid for the calendar year indicated thereon and shall expire at midnight on the last day of the year. (Reference O.C.G.A. § 3-2-7)

**Sec. 40-3-14. Posting of laws.**

- (a) Each retail business establishment which is licensed to sell alcoholic beverages of any kind shall post in a conspicuous place or places a notice which shall contain the provisions of the laws of the state which deal with the unlawful sale of such items to underage persons and the penalties for violating such laws.

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- (b) Said notice shall be that which is required to be prepared, printed, and distributed by the state department of revenue. (Reference O.C.G.A. § 3-3-24.2)

**Sec. 40-3-15. Availability of this chapter at place of business.**

The holder of every alcoholic beverage license issued under the terms of this chapter shall have available in his place of business at all times a copy of this chapter and shall be responsible for compliance herewith by all persons on the premises.

**Sec. 40-3-16. Duty to remain current.**

- (a) It is the duty and responsibility of the licensee to notify the city manager or designee of any changes to the information contained in the original application.
- (b) Failure to maintain a current application shall be grounds for revocation of the license.

**Sec. 40-3-17. Amendment of an application.**

Any amendments to the original application shall be made in writing on forms provided by the city manager or designee and shall be under oath and verified as otherwise required of license applications.

**Sec. 40-3-18. Transfer of license.**

- (a) No city license may be transferred from one (1) person or from one (1) location to another without permission and approval of the city manager or designee upon receipt of a written application made. Approvals as to any change shall be at the discretion of the city manager or designee.
- (b) In the event of a change in the managing agent of a licensee, the city license shall remain in effect pending approval or denial of the transfer provided:
  1. The licensee notifies the city manager or designee within ten (10) days of the change of the managing agent;
  2. The licensee submits a proper written application for approval thereof;
  3. The licensee pays a transfer fee as required by the city;
  4. The transferee meets all qualifications of a managing agent as required by this chapter; and
  5. There has been no change of ownership, location or operation of the business.
- (c) Any licensee desiring to discontinue business at one location and commence business at some other new location must make a complete change of location application for such new location. Upon proper application and provided that there has been no change of

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ownership or interest in the business, the city manager or designee may permit the license to be transferred upon payment of a fee required for a change of location, provided that the licensee and the new location meet all qualifications required by this chapter. The fee for a change of location shall be in addition to the original license fee paid by the licensee for the calendar year.

- (d) Upon the sale of an existing business, the city license issued for that business location shall remain in effect pending approval or denial of a new application by the city manager or designee, provided that the buyer or transferee meets all the qualifications of a managing agent as required by this chapter, and provided that the buyer or transferee has immediately upon the date of sale or prior to the date of sale made proper written application and has paid the original license fee required by the city.

**Sec. 40-3-19. Transfer of license due to change in agent.**

- (a) In the event the “managing agent” either ceases to be employed by or ceases to have day-to-day managerial oversight of alcoholic beverage sales, the licensee shall notify the city within five days of the change and must follow applicable requirements to transfer the license to a new managing agent.
- (b) In the event the “registered agent” changes, the licensee shall notify the city within ten days of the change and must submit written information on forms provided by the city. A fee as required by the city will be charged for the processing of a change in the “registered agent.”

**Sec. 40-3-20. Change in ownership or interest in the business.**

- (a) No person shall have, own or enjoy any ownership, interest in, share in the profits from, or otherwise participate in the business of any alcoholic beverage licensee in the city unless a full description of such interest is furnished to the city manager or designee at the time such interest arises. It shall be the duty of the licensee to report to the city manager or designee, within 20 days, any change in any interest in such licensee's business including but not limited to:
  - 1. Any division of the profits;
  - 2. Any division of net or gross sales for any purpose whatsoever;
  - 3. Any change in the payment of rents or leases;
  - 4. Any change in the ownership of any lease or building or land used in such business;
  - 5. Any change in the ownership of any corporation that has any interest in such business or the change of management of such corporation.



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- (b) After receipt of notice required in this article, the city manager or designee shall notify such person within 30 days of any objection to the ownership or interest set forth therein, based on the interest holder's ability to qualify as a licensee under this chapter. In the event such interest is not disposed of in accordance with the objections set forth by the city manager or designee within 30 days after the mailing of the notice by the city manager or designee, or in the event no objections are mailed to the licensee within such 30-day period, or in the event such person fails to notify the city manager or designee of the transfer of any such interest within 20 days after the acquisition thereof, then the license as provided for herein may be subject to suspension or revocation by the city manager or designee.
- (c) The licensee shall make all reports required by this section in the form required by the city manager or designee, and such reports shall be an amendment to the licensee's permanent license application on file with the city and as such shall be under oath and verified as otherwise required of license applications.

**Sec. 40-3-21. Application for renewal.**

- (a) A licensee that desires to continue in business during the next or subsequent calendar year must make application for renewal for such year, on or before November 1st of the preceding year. The application for renewal shall be made annually on or before November 1. (Reference O.C.G.A. § 3-2-7)
- (b) Applications for renewal of licenses for retailers and retail dealers shall be made not less than 60 nor more than 90 days prior to expiration. (Reference O.C.G.A. § 3-2-7)
- (c) License fees for such year shall be submitted on or before December 15 of the preceding year. Any license fee submitted after the due date of December 15th, shall be considered delinquent and assessed a penalty in the amount of ten (10) percent of the fees due. Interest on delinquent fees shall be assessed at one (1) percent for each month or fraction thereof of delinquency.
- (d) The city manager or designee may approve all applications for renewal of an existing license upon payment of the license fees for renewal of licenses, where no objections have been raised by the city manager or designee and the application clearly shows no change in the ownership, managing agent, location, or operation of the business.
- (e) If objections have been raised by the city manager or designee due to previous violations of this chapter or if there have been any changes in the ownership, managing agent, location, or operation of the business, a new application must be submitted to the city manager or designee.

**Sec. 40-3-22. Employee permits.**

- (a) No person shall be employed to dispense, sell, serve, take orders, or mix alcoholic beverages, or be in any managerial position, by an establishment holding a license for the

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sale of distilled spirits by the package or for consumption on premises or an establishment holding a license for malt beverage or wine for consumption on premises unless such person has been approved by the city manager or designee. The individual named on the alcoholic beverage license as the managing agent for such establishment shall be exempt from obtaining an employee permit.

- (b) Upon approval by the city manager or designee, such person shall be issued an employee permit which shall contain the name, expiration date, fingerprint and photograph of such employee. Such employee permit shall remain the property of the city and shall be in the possession of the employee at any time he or she is working at any licensed establishment, and shall be produced upon the request of any law enforcement officer of the city.
- (c) No permit shall be issued until such time as a signed application has been filed with the city manager or designee and upon the payment of the non-refundable fee established by the city. The applicant shall furnish, at the time of presenting the application, two forms of valid, current identification. Such application shall contain the following information: Applicant's name, date of birth, height, weight, race, sex, address, telephone number, and disclosure of arrest record. The applicant must give permission to obtain and inspect any criminal history on such applicant which is in the possession of any law enforcement agency.
- (d) No person shall be granted an employee permit that has been convicted, pled guilty, or entered a plea of nolo contendere to any crime involving the sale or furnishing of alcoholic beverages to an underage person or any felony within three years of the date of the application.
- (e) No person shall be granted an employee permit if he or she has been the holder of an alcoholic beverage license or employee permit which has been revoked within five years of the date of the application.
- (f) An employee permit shall be valid for three years from the date of issue. At the expiration of three years, the employee permit may be renewed upon the submission of a renewal application, the payment of the appropriate fee, and upon determination that such individual remains qualified under this chapter.
- (g) The employee permit is non-transferable and is valid only for the individual named on the permit. Such permit is valid for the individual named while employed in any establishment licensed in the city.
- (h) An employee permit may be suspended or revoked by the city manager if it is determined that the individual has violated any provision of this chapter or committed any offense which would make him or her ineligible to hold such a permit.
- (i) Falsifying or failing to disclose any information required by this chapter shall be grounds for denial or revocation of the employee permit.

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- (j) Notification of any denial, suspension, or revocation of an employee permit shall be in writing and served either in person or by certified mail and shall contain the reasons for such action and the notice of the right to appeal the decision.
  - 1. Decisions of the city manager that adversely affect or aggrieve any applicant, certificate holder, or permit holder under this chapter may be appealed to the City Council, as provided in this chapter. All appeals shall be submitted in writing to the city manager within 10 calendar days after notification of the adverse decision.
  - 2. A hearing shall be conducted on each appeal within 30 days of the date of the filing of the written appeal, unless a continuance of such hearing is agreed to by the appellant and the city manager, or unless the hearing is rescheduled by the City Council. The appellant at such hearing shall have the right to be represented by an attorney, at the expense of the appellant, and to present evidence and cross-examine witnesses.
  - 3. The appellant shall be notified in writing of the date and time of the hearing at least three calendar days prior to the date of the hearing.
  - 4. The findings of the City Council shall be final unless appealed within 30 days of the date of the finding by certiorari to the Superior Court of Jackson County.
- (k) No licensee shall allow any employee or manager required to hold an employee permit to work on the premises unless the employee or manager has in their possession a current valid employee permit. Provided, however, that an individual may be employed for a period of time not to exceed 14 days pending the submission of the application to and the approval of the permit by the police department.

**ARTICLE 4**  
**RETAIL PACKAGE SALES OF MALT BEVRAGES AND WINE**

- Sec. 40-4-1. No consumption on premises.
- Sec. 40-4-2. Growler sales.
- Sec. 40-4-3. Hours of sale.
- Sec. 40-4-4. Delivery of malt beverages and wine by package goods retailers.

**Sec. 40-4-1. No consumption on premises.**

- (a) It shall be unlawful for any person to consume any alcoholic beverage on the premises licensed for the sale of malt beverages or wine by the package and it shall be unlawful for any licensee by the package to open for, or break the package for, a purchaser and/or permit the consumption of alcoholic beverages on said premises.
- (b) This section shall not apply for the holder of a temporary limited license as provided for in this chapter during the hours for which the temporary limited license is valid.

**Sec. 40-4-2. Growler sales.**

Package malt beverage licensees or wine licensees, who are not also licensed to sell distilled spirits by the package, may fill growlers with malt beverages and/or wine at the licensed location subject to the following requirements:

- (a) At least 90 percent of the licensee's total gross sales are from packaged sale of malt beverages and/or wine or the licensee's premises have a minimum of 400 square feet of floor space dedicated to the display of malt beverages and/or wine offered for sale.
- (b) A growler shall not exceed sixty-four (64) ounces. Growlers may only be filled from kegs or barrels procured by the licensee from a duly licensed wholesaler. Only professionally sanitized and sealed growlers may be filled and made available for retail sale.
- (c) Each growler must be securely sealed and removed from the premises in its original sealed condition.
- (d) Samples of tap malt beverages may be made available. No individual shall be allowed to sample more than a total of forty-eight (48) ounces of malt beverages per day. Samples of wine may be made available. No individual shall be allowed to sample more than a total of twenty-four (24) ounces per day. Individuals may sample both beer and wine, however no individual shall be allowed to sample a total combination of more than forty-eight (48) ounces per day.
- (e) A licensee may charge a fee for samples of tap malt beverages or wine.

**Sec. 40-4-3. Hours of sale.**

The hours of sale of malt beverages and wine at retail and not for consumption on premises are from 7:00 a.m. to 11:45 p.m. on Monday through Saturday and from 12:30 p.m. to 11:30 p.m. on Sunday.

**Sec. 40-4-4. Delivery of malt beverages and wine by package goods retailers.**

Notwithstanding any other provision of law, a packaged goods retailer may deliver malt beverages and wine in unbroken packages lawfully sold to and purchased by an individual for personal use and not for resale to an address designated by such individual, subject to terms and conditions specified in O.C.G.A. § 3-3-10. (Reference: O.C.G.A. § 3-3-10)

**ARTICLE 5**  
**RETAIL PACKAGE SALES OF DISTILLED SPIRITS (LIQUOR STORES)**

- Sec. 40-5-1. Separation of liquor stores by physical distance.
- Sec. 40-5-2. No consumption on premises.
- Sec. 40-5-3. Hours of sale.
- Sec. 40-5-4. Sufficient lighting required.

**Sec. 40-5-1. Separation of liquor stores by physical distance.**

A new retail package liquor licensed place of business or the relocation of an existing retail package liquor licensed place of business engaged in the retail package sales of distilled spirits shall not be located within 500 yards of any other business licensed to sell package liquor at retail. For purposes of this section, distances shall be measured in the same manner as provided in Article 2 of this chapter.

**Sec. 40-5-2. No consumption on premises.**

It shall be unlawful for any person to consume any alcoholic beverage on the premises licensed for the sale of distilled spirits by the package and it shall be unlawful for any licensee by the package to open for, or break the package for, a purchaser and/or permit the consumption of alcoholic beverages on said premises.

**Sec. 40-5-3. Hours of sale.**

- (a) The hours of sale of distilled spirits at retail and not for consumption on premises are from 8:00 a.m. to 11:45 p.m. on Monday through Saturday and from 12:30 p.m. to 11:30 p.m. on Sunday.
- (b) No retail dealer of distilled spirits shall be in, or permit others to be in, its place of business Monday through Saturday any time prior to 6:00 a.m. or 30 minutes past the closing time. No retail dealer of distilled spirits shall be in, or permit others to be in, its place of business on Sundays prior to 10:30 a.m. or 30 minutes past the closing time.

**Sec. 40-5-4. Sufficient lighting required.**

The building in which each retail dealer of distilled spirits in the unbroken package is located shall contain sufficient lighting so that the building itself, the premises and all entrances are readily visible at all times from the street on which the building is located so as to reveal the inside retail area of the building and so as to reveal all of the outside premises of such building.

**ARTICLE 6**  
**CONSUMPTION ON PREMISES OF ALCOHOLIC BEVERAGES**  
**(BEER, WINE, AND LIQUOR BY THE DRINK)**

- Sec. 40-6-1. Restaurants and food volume ratio.
- Sec. 40-6-2. Brewpubs.
- Sec. 40-6-3. Private clubs.
- Sec. 40-6-4. Nonprofit organizations with facilities.
- Sec. 40-6-5. Hours of sale.
- Sec. 40-6-6. Brown bagging prohibited.
- Sec. 40-6-7. Happy hour and other promotions or circumstances prohibited.
- Sec. 40-6-8. Posting of warning regarding pregnancy.
- Sec. 40-6-9. Patio/open area, on-premises consumption.
- Sec. 40-6-10. Off-premise consumption.
- Sec. 40-6-11. Off-premises consumption within a downtown dining district.
- Sec. 40-6-12. Carry out of partially consumed bottle of wine.
- Sec. 40-6-13. Sale by restaurants of mixed drinks for off-premises consumption.

**Sec. 40-6-1. Restaurants and food volume ratio.**

Restaurants are eligible to obtain a license for consumption on premises of alcoholic beverages, subject to the following regulations:

- (a) Restaurants (private clubs exempted) shall maintain at least 50 percent of their business volume from the sale of food. Food sales shall include all consumable items sold on the premises except alcoholic beverages. The 50 percent ratio shall be determined on a calendar quarter basis by review of the monthly report submitted by each licensee.
- (b) Monthly reports for the preceding month's alcohol and food sales shall be submitted on forms provided by the city on or before the 20th day of the month.
- (c) In the event food sales fall below 50 percent of the business volume of the licensee for any two consecutive quarters, then the city manager or designee may request a hearing for the suspension or revocation of such license in accordance with this chapter. Nothing herein provided shall prevent the city manager or designee from suspending or revoking such license for any other violations of this chapter.
- (d) Authorized officials of the city may examine the records of businesses licensed hereunder at any reasonable time to ascertain that the requirements of this and other provisions of this chapter are met.

**Sec. 40-6-2. Brewpubs.**

- (a) No individual shall be permitted to own or operate a brewpub without first obtaining a proper brewpub license from the city. Each brewpub licensee shall comply with all other applicable state and local license requirements, and the regulations of this section.

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- (b) A brewpub license authorizes the holder of such license to:
1. Manufacture on the licensed premises not more than ten thousand (10,000) barrels of malt beverage in a calendar year solely for retail sale.
  2. Operate an eating establishment that shall be the sole retail outlet for such malt beverage and may offer for sale for consumption on premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesale dealer and, provided further, in addition to malt beverages manufactured on the premises, each brew pub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.
  3. Sell up to a maximum of five thousand (5,000) barrels annually of such malt beverage to licensed wholesale dealers. Under no circumstances shall such malt beverages be sold by a brewpub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale.
  4. Sell malt beverages manufactured on the premises by the package for consumption off the premises.
- (c) Possession of a brewpub license shall not prevent the holder of such license from obtaining any other license available under this chapter for the same premises.
- (d) A brewpub licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Unless the context clearly indicates otherwise, a brewpub licensee shall be subject to all sections of this chapter.

**Sec. 40-6-3. Private clubs.**

- (a) Private clubs, meeting the definition of this chapter, are eligible to apply for a license for consumption on premises of alcoholic beverages.
- (b) No license shall be issued or renewed for the sale of alcoholic beverages prior to the furnishing of evidence, satisfactory to the city, that such private club has been approved as a tax exempt entity by the Internal Revenue Service.

**Sec. 40-6-4. Nonprofit organizations with facilities.**

- (a) Non-profit organizations meeting the criteria of subsection (b) of this section may obtain a consumption on premises license, provided that: the sale of alcoholic beverages shall be clearly incidental to the primary function of the non-profit organization on the premises;



and no alcoholic beverages shall be served on Sunday except as provided by O.C.G.A. § 3-3-7.

- (b) To qualify for a consumption on premises license, the nonprofit organization must be exempt from federal income taxes pursuant to section 501(c), (d) or (e) of the Internal Revenue Code and must have a building, facility or grounds that is primarily used for public education, research, conservation and enjoyment, or that serves as a repository for a collection of literary, natural, or scientific objects of interest, or works of art where such facility or building is arranged, intended, designed and open to be viewed by members of the public with or without an admission fee.

**Sec. 40-6-5. Hours of sale.**

- (a) The hours of sale for consumption by the drink on the premises where sold are from 8:00 a.m. to 1:30 a.m. on Monday through Friday, from 8:00 a.m. on Saturday through 1:30 a.m. on Sunday, and from and 12:30 p.m. on Sunday to 1:30 a.m. on Monday.
- (b) All alcoholic beverages shall be removed from the area of the premises utilized by customers or patrons within 45 minutes after the closing time for the sale of alcoholic beverages.

**Sec. 40-6-6. Brown bagging prohibited.**

It shall be unlawful for a licensee or any other business that has been issued a business occupation tax certificate to allow customers to bring with them their own alcoholic beverages, a practice commonly referred to as “BYOB” or “brown bagging.”

**Sec. 40-6-7. Happy hour and other promotions or circumstances prohibited.**

- (a) Except as specifically exempted in this section, the following selling or giving away of alcoholic beverages is prohibited. As used in this section, the term “drink” means a single portion beverage which contains any alcoholic beverage.
- (b) Offering all you can drink for a set price during a set time.
- (c) Serving multiple drinks for a single price unless the drinks are part of a variety sampler of which no more than a total of 16 ounces can be served as part of the sampler and which sampler shall be comprised of at least four different varieties of malt beverages or wine or three different mixes containing distilled spirits.
- (d) Making a single price the basis for a required purchase of two or more servings.
- (e) Serving alcoholic beverages by the pitcher, except to two or more persons at any one time.

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- (f) Offering reduced-price drinks to any segment of the population for any period of time as an inducement to patronize the premises; except between the hours of 4:00 p.m. and 8:00 p.m. on Monday through Saturday, drinks may be sold at a reduced price which is no less than half the price usually charged.
- (g) Selling alcoholic beverages for less than half the normal retail price, or selling alcoholic beverages in pitchers or in jumbo sizes for less than half the normal retail price. Nothing contained in this subsection shall be construed to prohibit the dispensing of drinks in pitchers or in jumbo sizes, provided that such pitchers or jumbo sizes shall be available at all times that the licensee is open for business.
- (h) Using coupons or other special promotional items as an inducement to purchase alcoholic beverages.
- (i) Sponsoring, conducting or allowing contests or other promotions which have as their primary purpose increasing the consumption of alcoholic beverages.
- (j) Offering or delivering any free alcoholic beverages to the general public except as otherwise allowed by law.
- (k) The prohibitions and restrictions in the foregoing subsection which apply to licensees or agents or employees of licensees shall not: apply at private functions; prohibit the offering of free food or entertainment at any time; prohibit including drinks as part of the price of a hotel, travel, entertainment, or meal package; Prohibit the sale, offer to sell, or delivery of wine or malt beverage by the bottle, pitcher or carafe; or prohibit any motel or hotel from offering room service to registered guests.

**Sec. 40-6-8. Posting of warning regarding pregnancy.**

- (a) All retail consumption dealers and retail dealers who sell at retail any alcoholic beverages for consumption on the premises shall post, in a conspicuous place, a sign which clearly reads: "Warning: Drinking alcoholic beverages during pregnancy can cause birth defects."
- (b) The state department of revenue shall make such warning signs available to such retailers of alcoholic beverages and shall promulgate rules and regulations with respect to the form and the posting of said signs. A fee may be charged by the department to cover printing, postage, and handling expenses.
- (c) Any person who fails or refuses to post the sign as required in this Code section shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$100.00 for each violation. (Reference: O.C.G.A. § 3-1-5)

**Sec. 40-6-9. Patio/open area, on-premises consumption.**

An establishment licensed for on premises consumption of alcohol is authorized to allow consumption in a patio/open area type environment (i.e., no roof or building walls) if such area is within the boundaries of the licensed premises, subject to the following regulations:

- (a) The patio/open area must be enclosed by some structure providing for public ingress/egress only through the main licensed premises. The only exception to this would be a fire exit as required by building and fire codes. Such fire exit would not be for general public use unless an emergency exists and would be of the type which sounds an alarm so that the establishment would be alerted of unauthorized use if no emergency exists. The height of such structure shall be a minimum of 3.5 feet above the patio floor. The structure is not required to be solid, nor does it have to restrict visibility into or out of the patio/open area.
- (b) The patio/open area shall be used merely as an extension of the interior seating area. Service in the patio/open area shall be only by waiter or waitress or by customer self-service at an interior selling location; i.e. no outside bar or service window.
- (c) Patio/open area plans must be reviewed and approved on an individual basis by the city manager or designee and permitted and approved by the city's building inspector and county fire district as being in accordance with applicable codes.

**Sec. 40-6-10. Off-premise consumption.**

A consumption on premises licensee shall not permit a purchaser to remove from the premises any alcoholic beverage from the premises, and it is the licensee's responsibility to ensure that no beverages are sold and carried out, except as specifically otherwise authorized by this article. Consumption of alcoholic beverages outside the boundary of a premise licensed for consumption on premises of alcoholic beverages shall be unlawful except as specifically provided otherwise in this article, and the following:

- (a) For events that are sponsored or organized by the City where the alcohol is obtained from a participating business within any city designated area, and is contained in and consumed from an approved, clear plastic container.
- (b) Where the city council through a resolution has permitted otherwise.
- (c) Within public rights of ways by a restaurant that has obtained a valid sidewalk cafe permit, and provided that all outdoor activities are contained within the boundary of the permitted sidewalk cafe. Sidewalk cafés with a valid permit are not subject to the requirements for outdoor, on-premises consumption requirements of this article.
- (d) Within a downtown dining district as defined by this chapter.

**Sec. 40-6-11. Off-premises consumption within a downtown dining district.**

Off-premises consumption of alcoholic beverages shall be permitted within a downtown dining district, in accordance with the requirements of this section.

- (a) For purposes of this section, “downtown dining district” is defined as follows: a specifically authorized and pedestrian oriented area of the city as established by resolution of city council that allows those establishments with a valid alcohol license within such area to dispense and/or serve an alcoholic beverage for carry out purposes, provided all other laws, rules and ordinances are followed.
- (b) Within a downtown dining district, any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a clear plastic cup; provided, however, that no person shall remove more than two (2) such alcoholic beverage from the licensed premises at a time.
- (c) Within a downtown dining district, no unsealed container in which an alcoholic beverage is carried and consumed shall exceed 16 fluid ounces in size.
- (d) It shall be unlawful within a downtown dining district for any person to drink, attempt to drink or possess any alcoholic beverage in an unsealed can, glass or metal container, on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private. This section shall not prohibit the possession of containers of alcoholic beverages with unbroken seals.
- (e) No alcoholic beverage purchased pursuant to this provision may be consumed outside of the downtown dining district, or upon any private property, without the express consent of the private property owners.
- (f) Unless authorized by the city council in the resolution creating the downtown dining district, no alcoholic beverage purchased within the downtown dining district pursuant to this provision shall be consumed within the downtown dining district on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private, prior to 12:00 p.m. or later than 12:00 a.m.

**Sec. 40-6-12. Carry out of partially consumed bottle of wine.**

- (a) Any restaurant which is licensed to sell alcoholic beverages for consumption on the premises may permit a patron to remove one unsealed bottle of wine per patron for consumption off premises, if the patron has purchased a meal and consumed a portion of the bottle of wine which has been purchased on the premises with such meal on the restaurant's premises.
- (b) A partially consumed bottle of wine that is to be removed from the premises must be securely resealed by the licensee or its employees before removal from the premises.

- (c) The partially consumed bottle of wine shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently opened or tampered with, and a dated receipt for the bottle of wine and meal shall be provided by the licensee and attached to the container.
- (d) If transporting in a motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a lock trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

**Sec. 40-6-13. Sale by restaurants of mixed drinks for off-premises consumption.**

- (a) **Authorization.** Notwithstanding any other contrary provision of law any food service establishment (restaurant) which is licensed to sell distilled spirits for consumption on the premises may sell mixed drinks for personal use and not for resale, for off-premises consumption, subject to compliance with the provisions of this section.
- (b) **Age of buyer and use.** Buyers are limited to individuals 21 years of age or older for personal use and not for resale.
- (c) **Mixed drink defined.** For purpose of this section, “mixed drink” means a beverage prepared by combining distilled spirits with nonalcoholic liquid or liquids and that is prepared on the day of sale by an employee of the licensee; contains no more than 3 ounces of distilled spirits; and is sealed in an approved container.
- (d) **Container.** Such mixed drinks shall be in a tamper evident container that: does not contain openings or straw holes; is sealed in a manner that is visibly apparent if the container has been subsequently opened or tampered with; and has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.
- (e) **Food order.** The sale of mixed drinks per this section shall be accompanied by a food order and a sales receipt with a time stamp that indicates the date and time of such purchases.
- (f) **Number of mixed drinks limited.** The mixed drinks order shall be limited to two mixed drinks per entree ordered.
- (g) **Pick-up.** The mixed drinks shall be furnished with the accompanying food order to the customer on the premises or by way of curbside pick-up or picked up in person by the same individual customer to whom the mixed drinks and entrees were sold and from whom the food service establishment received payment. Such individual customer shall not include a delivery service or third-party agent.
- (h) **Curbside pick-up defined.** For purposes of this section, “curbside pick-up” means when a licensee furnishes purchased goods to a customer’s vehicle within a clearly designated pick-up area located within a paved parking area adjacent to the licensed premises.

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- (i) **Storage in vehicle.** If transported in a motor vehicle, the customer shall place the mixed drink in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.
- (j) **Taxation.** Sales of mixed drinks for off-premises consumption shall be taxed in accordance with O.C.G.A. § 3-4-130 through § 3-4-133.
- (k) **Additional rules.** The actions or activities authorized in this section are subject to any additional, applicable rules and regulations adopted by the commissioner. (Reference: O.C.G.A. § 3-3-11)

**ARTICLE 7**  
**EXCISE TAXES ON MIXED DRINKS**

- Sec. 40-7-1. Definitions.
- Sec. 40-7-2. Imposition and rate of tax.
- Sec. 40-7-3. Collection of tax.
- Sec. 40-7-4. Determination, returns and payments.
- Sec. 40-7-5. Deficiency determinations.
- Sec. 40-7-6. Determination if no return made.
- Sec. 40-7-7. Penalty for nonpayment.
- Sec. 40-7-8. Action for collection.
- Sec. 40-7-9. Overpayment.
- Sec. 40-7-10. Purchasers or successors of business.
- Sec. 40-7-11. Licensee records subject to examination; reporting.
- Sec. 40-7-12. Violations.

**Sec. 40-7-1. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Agent* means the person designated by the licensee in its application for permit to sell alcoholic beverages by the drink.

*Drink* or *mixed drink* shall include any distilled spirits served for consumption on the premises, which may or may not be diluted by water or other substance in solution.

*Licensee* means any person who holds a license from the city to engage in the sale of distilled spirits by the drink for consumption on the premises.

*Monthly period* means the calendar months of any year.

*Purchase price* means the consideration received for the sale of distilled spirits by the drink valued in money, whether received in cash or otherwise, including receipts, cash, credit, property or services of any kind or nature, and also the amount for which credit is allowed by the licensee to the purchaser, without any deduction therefrom whatsoever.

*Purchaser* means any person who orders and gives present or future consideration for any distilled spirits by the drink.

*Return* means any return filed or required to be filed as herein provided.

*Tax* means the tax imposed by this section.

**Sec. 40-7-2. Imposition and rate of tax.**

There is hereby imposed and levied upon every purchaser of distilled spirits purchased by the drink within this city a tax in the amount provided in the tax schedule of the city.

**Sec. 40-7-3. Collection of tax.**

- (a) Every licensee or his agent is hereby authorized and directed to collect the tax imposed herein from purchasers of distilled spirits by the drink within the licensed premises. Such licensee or agent shall furnish such information as may be required by the city to facilitate the collection of the tax.
- (b) In all cases where the collection of food and drinks is by deferred payment or credit, the licensee is liable at the time of and to the extent that such credits are incurred in accordance with the rate of tax owing on the amount thereof. The city shall have authority to adopt rules and regulations prescribing methods and schedules for the collection and payment of the tax.

**Sec. 40-7-4. Determination, returns and payments.**

- (a) The tax imposed by this article shall become due and payable from the purchaser at the time of purchase of any mixed drink in this city. All amount of such taxes collected by the licensee shall be due and payable to the city monthly on or before the 20<sup>th</sup> day of every month next succeeding each respective monthly period for which this tax is imposed; provided, however, that upon a proper showing that the tax imposed will not be collected until after a regular billing period of the collecting agent, then the collection of the tax may be deferred by the city for an additional period not exceeding 30 days.
- (b) On or before the 20<sup>th</sup> day of the month following each monthly period, a return for the preceding monthly period shall be filed with the city in such form as the city may prescribe by every licensee liable for the payment of tax hereunder. All returns shall show the gross receipt of the sale of distilled spirits by the drink and the amount of the tax collected on such drinks.
- (c) Licensees collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if such amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions from state tax under state law.

**Sec. 40-7-5. Deficiency determinations.**

- (a) If the city has cause to believe that the return or returns of the tax or the amount of the tax required to be paid to the city by any person is not proper, it may compute and determine the amount required to be paid upon the basis of any information that is within or may come into its possession. One or more deficiency determinations may be made of the amount due for one or more monthly period.



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- (b) The amount of the determination shall bear interest at the rate of three-fourths of one percent per month, or fraction thereof from the due date of taxes.
- (c) The city or its designated representatives shall give to the licensee written notice of this determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the licensee at his address as it appears in the records of the city. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee.
- (d) Except in the case of failure to make a return, every notice of a deficiency determination shall be mailed within three years after the twentieth day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.

**Sec. 40-7-6. Determination if no return made.**

- (a) If any person fails to make a return, the city shall make an estimate of the amount of the gross receipts of the person, or as the case may be, of the amount of the total sales in this city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the person failed to make the return and shall be based upon any information which is in possession of or may come into the possession of the city official. Written notice shall be given in the manner prescribed in section 40-7-5(c) of this article.
- (b) The amount of the determination shall bear interest at the rate of three-fourths of one percent per month, or fraction thereof, from the due date of taxes.

**Sec. 40-7-7. Penalty for nonpayment.**

Any person who fails to pay the tax herein imposed or fails to pay any amount of the tax required to be collected and paid to the city within the time required shall pay a penalty of 25 percent of the tax or amount of the tax, in addition to the tax or amount of the tax plus interest on the unpaid tax or any portion thereof at the rate of three-fourths of one percent per month, or fraction thereof, from the due date of taxes.

**Sec. 40-7-8. Action for collection.**

- (a) At any time within three years after any tax or any amount of tax required to be collected becomes due and payable and at any time within three years after the delinquency of any tax or any amount of tax required to be collected, the city may bring an action in the courts of this state, any other state, or of the United States in the name of the city to collect the amount delinquent together with penalties and interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.

- (b) Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city under this chapter, it may be offset against any future liability for the tax.

**Sec. 40-7-9. Overpayment.**

If the licensee determines that it has overpaid or paid more than once, which fact has not been determined by the city, the licensee will have three years from the date of payment to file claim in writing with the city manager stating the specific ground upon which claim is founded. The claim shall be audited. If the claim is approved, the excess amount paid the city may be credited on any amounts then due and payable from the person by whom it was paid, or from his administrators or administrators.

**Sec. 40-7-10. Purchasers or successors of business.**

- (a) If any licensee liable for any amount under this chapter sells out his business or quits the business, his successors or assigns shall withhold sufficiently from the purchase price to cover such amount until the former owner produces from the city either a receipt reflecting full payment or a certificate stating that no amount is due.
- (b) If the purchaser of a business fails to withhold purchase as required, he shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price.

**Sec. 40-7-11. Licensee records subject to examination; reporting.**

- (a) Every licensee for the sale of alcoholic beverages by the drink in the city shall keep such records, receipts, invoices and other pertinent papers in such form as the city may require.
- (b) The city or any person authorized in writing by the city may examine the books, papers, records, financial reports, equipment and other facilities of any licensee for sale of distilled spirits by the drink and any licensee liable for the tax in order to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid.
- (c) In administration of the provisions of this subsection, the city may require the filing of reports by any person or class of persons having in such person's or persons' possession or custody information relating to purchases which are subject to the tax. Reports shall be filed with the city when required by the city and shall set forth the purchase price for each purchase, the date or dates of purchase, and such other information as the city may require.

**Sec. 40-7-12. Violations.**

- (a) Any person violating any of the provisions of this chapter shall be deemed guilty of an offense and upon conviction thereof shall be punished as provided by the Hoschton City Code relating to violations of city ordinances. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the subsection is committed, continued or permitted by such person, and shall be punished accordingly. Any licensee or any other person who fails to furnish any return required to be made, or fails or refuses to furnish a supplemental return or other data required by the city or who renders a false or fraudulent return shall be deemed guilty of an offense and upon conviction thereof shall be punished as aforesaid.
- (b) Any person violating any of the provisions of this article may, in addition to the other penalties and liabilities provided for herein, have his license or permit revoked as provided in this chapter.

**ARTICLE 8  
EXCISE TAX REQUIRED OF WHOLESALE DEALERS**

Sec. 40-8-1. Imposition of tax.

Sec. 40-8-2. Payment of taxes.

**Sec. 40-8-1. Imposition of tax.**

There is hereby levied and imposed upon each wholesale dealer and manufacturer distributing malt beverages, wine or distilled spirits within the city an excise tax in the amount provided in the tax schedule of the city.

**Sec. 40-8-2. Payment of taxes.**

- (a) Payment of excise taxes for the distribution of malt beverages, wine or distilled spirits shall be remitted by the 10<sup>th</sup> day of each month following the month in which deliveries were made.
- (b) Copies of the “summary of sales” showing delivery by each supplier to retailers and/or consumption on the premises licensees shall be furnished to city manager with each monthly payment.

**ARTICLE 9  
MANUFACTURERS**

Sec. 40-9-1. Malt beverage (brewery license).

Sec. 40-9.2. Wine.

Sec. 40-9-3. Distilled spirits (distillery license).

**Sec. 40-9-1. Malt beverage (brewery license).**

No individual shall be permitted to own or operate a brewery without first obtaining a proper brewery license from the city. A licensed brewery shall comply with state law relating to the limited sale of malt beverages to the public and may sell on all days and at all times that sales of malt beverages by retailers are lawful within the city.

**Sec. 40-9.2. Wine.**

A Georgia farm winery may engage in retail package sales of wine in a tasting room or the retail consumption sales on premises of its wine and the wine of any other Georgia farm winery in a tasting room. Such activity shall be subject to the requirement to obtain a wine tasting permit as specified in this chapter or a license for retail consumption on the premises, as applicable.

**Sec. 40-9-3. Distilled spirits (distillery license).**

No individual shall be permitted to own or operate a distillery without first obtaining a proper distillery license from the city. A licensed distillery shall comply with state and federal law relating to the manufacture and limited sale of distilled spirits to the public and may sell on all days and at all times that sales of distilled spirits by retailers are lawful within the city.

**ARTICLE 10  
EVENT PERMITS**

- Sec. 40-10-1. Non-profit special temporary event permit.
- Sec. 40-10-2. For-profit special temporary event permit.
- Sec. 40-10-3. Temporary limited license.
- Sec. 40-10-4. Catered event permit.
- Sec. 40-10-5. Wine tasting.
- Sec. 40-10-6. Home brew special events.

**Sec. 40-10-1. Non-profit special temporary event permit.**

- (a) Bona fide non-profit charitable and civic organizations, colleges and universities desiring to sell alcoholic beverages may apply to the city manager or designee for a special temporary event permit authorizing the organization to sell or distribute alcoholic beverages for a period not to exceed three days as provided in rules 560-2-11-.02 and 560-2-11-.03 of the rules and regulations of the state department of revenue as amended from time to time.
- (b) The non-refundable permit fees as required by the city are due and payable upon the filing of the application for a special temporary event permit.
- (c) Bona fide non-profit charitable and civic organizations, colleges and universities, if approved for a temporary event, may sell distilled spirits and malt beverages for consumption on premises only. Wine may be sold for consumption on the premises and by the unopened package subject to O.C.G.A. §§ 3-9-3, 3-9-4 and 3-9-5 and subject to distance requirements for package sales as outlined in this chapter. If the temporary event is a wine tasting, then the event shall also be subject to the provisions of this article for wine tasting.
- (d) Holders of a special temporary event permit shall be considered the same as any other licensee and subject to all laws, rules and regulations and other applicable sections of this chapter relating thereto.
- (e) No more than six permits may be issued to the same organization in any one calendar year pursuant to this section.
- (f) Permits issued pursuant to this section shall be valid only for the place specified in the permit.
- (g) Applicants under this section do not have to obtain alcohol bonds.

**Sec. 40-10-2. For-profit special temporary event permit.**

- (a) A for-profit organization desiring to sell alcoholic beverages may apply to the city manager or designee for a special temporary event permit which, if issued, licenses the event for alcohol sales by the drink.
- (b) A for-profit organization desiring to obtain a special temporary event permit, must possess a valid consumption on premises license for malt beverage, wine or distilled spirits or a valid malt beverage, wine, and distilled spirits package license issued by the city.
- (c) The non-refundable permit fees as required by the city are due and payable upon the filing of the application for a special temporary event permit.
- (d) Provided a special temporary permit has been issued to a for-profit organization, said organization shall be subject to all laws, rules and regulations and other applicable sections of this chapter relating thereto.
- (e) Permits issued pursuant to this section shall be valid only for the place specified in the application.
- (f) The licensee for a permitted special temporary event shall designate and clearly mark, by the use of ropes, barricades, stanchions or similar devices, a specific area within which alcoholic beverages may be consumed.
- (g) Applicants desiring to sell distilled spirits must obtain an alcohol bond as required by the city.

**Sec. 40-10-3. Temporary limited license.**

- (a) A retail dealer that is licensed to sell alcohol for consumption on the premises or a retail dealer licensed to sell only malt beverages and/or wine by the package 75 percent of total annual retail sales of the business are from beer or wine sales by the package and/or from charges for samples of beer or wine, may apply for a temporary limited license to allow for the sale of alcohol by the drink for consumption on the premises. Applications for the temporary limited license shall be made by the licensee with the city manager or designee on forms provided by the city. Payment of the non-refundable license fee as required by the city shall be paid at the time the application is submitted.
- (b) If issued, the temporary limited license shall allow for outdoor consumption on the premises during an event and shall be valid for one calendar day for the specific event as set forth in the application. For the purposes of this section, a calendar day for which the temporary limited license is granted will extend to 1:30 a.m.

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- (c) The hours and day of sale or distribution of alcoholic beverages at a licensed event shall be from 8:00 a.m. to 1:30 a.m. on Monday through Friday, from 8:00 a.m. on Saturday through 1:30 a.m. on Sunday, and from and 12:30 p.m. on Sunday to 1:30 a.m. on Monday.
- (d) Any licensed retail dealer shall not be granted more than 30 temporary limited licenses per calendar year and any licensed retail dealer shall not be granted more than four per calendar month.
- (e) Any retailer dealer receiving a temporary limited license under this section shall comply with all other provisions of this chapter not in conflict with this section.

**Sec. 40-10-4. Catered event permit.**

- (a) Annual licenses to cater alcoholic beverages by the drink on premises at authorized catered events may be obtained only by those persons, firms or corporations currently licensed by the city for the sale of alcoholic beverages by the drink or for sales of alcohol in the unbroken package.
- (b) Any licensee desiring to obtain a license to be an alcoholic beverage caterer in the city shall submit, in person, a written and signed application on forms provided by the city. Only a licensed alcoholic beverage caterer may distribute or sell alcoholic beverages by the drink at an authorized catered event, after the application and issuance of a catered event permit.
- (c) Before a licensed alcoholic beverage caterer may sell or dispense alcoholic beverages at any authorized catered function, such caterer shall apply for a catered event permit from the city manager or designee at least ten working days prior to the event. The application for a catered event permit shall include the name of the alcoholic beverage caterer, the caterer's license number, and the date, address and time of the event. If the catered event permit is granted, it shall be valid only for the specific event at the specified address and times set forth in the application, unless otherwise stated by city council by resolution. The permit shall be kept in the vehicle used to transport alcoholic beverages to the event at all times during which the permit is in effect.
- (d) Caterers licensed by the city shall maintain a record of all alcoholic beverages transported for each event, and shall make a report and remittance of such taxes with their regular monthly reports to the city.
- (e) No alcoholic beverages shall be transported, distributed, or sold to other than licensed locations in the city, except to permitted catered events, unless otherwise authorized by this chapter or by state law.
- (f) No licensed alcoholic beverage caterer shall employ any person under twenty-one (21) years of age to dispense, serve, sell or handle alcoholic beverages at authorized catered functions.



- (g) The hours and days of sale or distribution of alcoholic beverages at an authorized catered event, except for private functions, shall be subject to the limitations established in this chapter. Except as set forth above in this section, an off-premises permit holder must comply with all other provisions set forth in this chapter.

**Sec. 40-10-5. Wine tasting.**

- (a) A request to conduct a wine tasting may be approved by the city manager or designee when such request is made in writing on an application furnished by the city manager or designee, and a non-refundable fee required by the city is submitted. A wine tasting must comply with all local and state laws and regulations pertaining to the sale and distribution of alcoholic beverages in the state and the city. No wine tasting may be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken package or container at retail.
- (b) A bona fide non-profit charitable and civic organization that seeks to conduct a wine tasting shall comply with all requirements set forth in O.C.G.A. §§ 3-9-3, 3-9-4, and 3-9-5 and must make application 25 days prior to the proposed event on forms supplied by the city.
- (c) A for-profit organization that seeks to conduct a wine tasting and is not licensed shall comply with all requirements set forth in O.C.G.A. § 3-6-20 and must make application 25 days prior to the proposed event on forms supplied by the city, and shall obtain the wine secured for the wine tasting through a wholesale dealer possessing a valid license to distribute wine issued by the city.
- (d) Licensees that are licensed to sell wine in the unbroken package are exempt from the requirement to make application for a wine tasting if sixty (60) percent or greater of the total malt beverage and/or wine sales is derived from the sale of wine. Samples of wine may be made available for consumption on the premise provided no individual shall be allowed to sample more than a total of 24 ounces per day. A licensee may charge a fee for samples of wine.

**Sec. 40-10-6. Home brew special events.**

- (a) Home brewed malt beverages for purposes of this section shall be limited to malt beverages produced by an individual(s) pursuant to the provisions of O.C.G.A. § 3-5-4 and any applicable rules and regulations of the Georgia Department of Revenue.
- (b) A home brew special event may be conducted on the premises of any place of business licensed under this chapter for the sale, storage, or distribution of alcoholic beverages by the package or for consumption on the premises, or may be conducted at locations not otherwise licensed under this chapter.

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- (c) All applications for a home brew special event shall be submitted in writing to the city manager or designee, on forms provided by the city, along with a payment of a non-refundable fee as required by the city.
- (d) At a minimum, applicants shall provide the following information in their application:
  - 1. Name, address, and contact number of the applicant;
  - 2. Location of the event;
  - 3. Date and times at which the event will be held;
  - 4. Estimated number of participants in the event.
- (e) Home brew special events shall be subject to the following regulations:
  - 1. Events shall only be held during legal hours for drinking on premises as specified in this chapter.
  - 2. Consumption of alcoholic beverages at the event shall be limited solely to home brewed malt beverages produced pursuant to O.C.G.A. § 3-5-4. Consumption of other alcoholic beverages shall be prohibited.
  - 3. Consumption of home brewed malt beverages shall be limited solely to participants in and judges of the special event. For the purpose of this section, participants shall be either individuals submitting home brewed malt beverages to the event or individuals admitted to the event by the sponsor without having to submit a home brew.
  - 4. At the event, home brewed malt beverages shall not be sold, offered for sale, or made available for consumption by the general public.
  - 5. A home brew special event permittee shall not allow any person to take an open container of alcoholic beverage from the designated event area.
- (f) A home brew special event permittee shall be subject to all laws, rules and regulations of the city and state, including the rules and regulations of the Georgia Department of Revenue and shall be subject to permit revocation for violation thereof.

**Sec. 40-10-7. City-sponsored event exception.**

Whenever the City Council shall determine that the public interest would be served by such action, the Council may designate by resolution that the provisions of ordinance shall not apply to city-sponsored events at such place, at such time and in such manner as specifically designated by resolution; provided, however, that no such action shall be inconsistent with state law.

**ARTICLE 11  
ADMINISTRATION AND ENFORCEMENT**

- Sec. 40-11-1. Administration and interpretation by city manager.
- Sec. 40-11-2. Maintenance of records.
- Sec. 40-11-3. Inspection of licensed establishments.
- Sec. 40-11-4. Audit.
- Sec. 40-11-5. Suspension or revocation of license or imposition of penalty.
- Sec. 40-11-6. State license invalid upon revocation of local license.
- Sec. 40-11-7. Local license invalid upon revocation of state license.
- Sec. 40-11-8. Temporary closure of location.
- Sec. 40-11-9. Active engagement required; Surrender of license for inactivity.
- Sec. 40-11-10. Violations generally.
- Sec. 40-11-11. Disciplinary action for licensees.
- Sec. 40-11-12. Seizure and disposition of contraband alcoholic beverages.

**Sec. 40-11-1. Administration and interpretation by city manager.**

- (a) The city council designates the city manager as the administrator of this chapter. The city manager or designee shall have the administrative authority conferred by this chapter.
- (b) The city manager or designee shall be responsible for the interpretation of the requirements, standards, definitions, or any other provision of this chapter.
- (c) Any powers granted to or duties imposed upon the city manager may be delegated by the city manager to other city personnel.
- (d) Interpretations of the city manager or designee may be appealed as provided by this chapter.

**Sec. 40-11-2. Maintenance of records.**

- (a) Each manufacturer, importer, wholesale dealer, retail dealer, and retail consumption dealer shall keep and preserve, as prescribed by the state revenue commissioner, records of all alcoholic beverages manufactured, purchased, or sold by him.
- (b) The records shall be kept for a period of three years from the date of manufacture, purchase, or sale and shall at all times be open to inspection by the commissioner or any authorized agent or employee of the state revenue commissioner. (Reference: O.C.G.A. § 3-3-6)

**Sec. 40-11-3. Inspection of licensed establishments.**

- (a) The city manager or designee and sworn officers of the city police department shall have the authority to inspect and may enter upon the premises operated by establishments licensed under this chapter during the hours in which the premises are open for business.
- (b) These inspections shall be made for the purpose of verifying compliance with the requirements of this chapter and state law.
- (c) This section is not intended to limit the authority of any other city officer to conduct inspections authorized by other provisions of this Code.

**Sec. 40-11-4. Audit.**

In the event the city manager deems it necessary to conduct an audit of the records and books of a licensee, the manager shall notify the licensee of the date, time, and place of the audit. The city manager may designate the city's internal auditor or other designated person to perform any audit authorized in this code. The licensee shall cooperate with the audit or forfeit any license issued under this chapter.

**Sec. 40-11-5. Suspension or revocation of license or imposition of penalty.**

For the purposes of this section, the definition of an employee shall include any agent or independent contractor that is working for hire on the licensed premises. The city manager or designee, with an order from the Municipal Court and/or City Council, shall have the right to suspend any alcoholic beverage license pending a hearing as provided for in this chapter where in the judgment of the city manager or designee such action is necessary to protect the public health, safety, welfare or morals. The following may be grounds for the suspension and/or revocation of an alcoholic beverage license or for the imposition of a monetary administrative penalty against the licensee:

- (a) The violation by the licensee of any state or federal law or regulation, except misdemeanors or any ordinance of the city, other than traffic violations. The determination of whether any such violation has occurred shall be made by the administrative hearing officer and an actual conviction in a court for such offense shall not be necessary in order to suspend or revoke the license or issue a monetary administrative penalty.
- (b) The failure of the licensee or his employee to report promptly to the police department any violation of law or municipal ordinance, breach of the peace, disturbance or altercation resulting in violence, occurring on the premises.
- (c) Any conduct on the part of the owner of the business, the licensee or his employee contrary to the public welfare, safety, health or morals. While not to be considered a comprehensive or exhaustive listing of prohibited behavior, specific instances of

prohibited behavior by the owner, the licensee and/or his employee include, but are not limited to, the following:

1. Consumption or being under the influence of alcoholic beverage while working or on duty;
  2. Breach of the peace, disturbance or altercation resulting in violence;
  3. The conviction of any felony reasonably related to the ability of the licensee to operate and maintain the premises in a proper manner;
  4. The violation of any state law or regulation governing the manufacture, sale, distribution or transportation of alcoholic beverages;
  5. The violation of any section of O.C.G.A. § 10-1-370 et seq., known as the Uniform Deceptive Trade Practices Act, reasonably related to the operation of licensed establishments;
  6. The conviction of the owner or the licensee of driving under the influence of alcoholic beverages and/or drugs on two or more occasions;
  7. Permitting the solicitation of patrons on the licensed premises for prostitution or any other unlawful act where the licensee or the licensee's employee or agent knew or should have known of such conduct;
  8. The selling or serving of any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be in a state of intoxication;
  9. The failure to comply with any and all federal, state or municipal tax laws and regulations applicable to the operation of establishments licensed to sell alcoholic beverages;
  10. Failure by the licensee to adequately supervise and monitor the conduct of the employees, patrons and others on the licensed premises or on any property owned or leased by the owner or licensee, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of a licensed establishment, in order to protect the safety and well-being of the general public and of those utilizing the premises.
- (d) Operating or conducting the business in a manner contrary to the public welfare, safety, health or morals, or in such manner as to constitute a nuisance. Any combination totaling three or more of the following occurrences within any 30 day period shall constitute prima facie evidence that the licensee is operating or conducting an alcoholic beverage business in a manner which is contrary to the public welfare, safety, health or morals, or in such manner as to constitute a nuisance: Three or more violations of law, violations of

**Ordinance 23-01, Chapter 40, Hoschton Alcoholic Beverages Code**

municipal ordinances, breach of the peace, disturbance or altercation resulting in violence, all occurring on the premises. The business license holder shall, upon suspension for violations of this section, have the burden of proving such occurrences were beyond his control and not related to the operation of his business.

- (e) The violation of any provision contained in this chapter or in the Georgia Alcoholic Beverages Code.

In the case of the revocation of an alcoholic beverage license before expiration, the holder thereof shall not be entitled to receive any refund or fees paid to the city regarding the license to sell alcoholic beverages.

**Sec. 40-11-6. State license invalid upon revocation of local license.**

When a city license issued pursuant to this chapter is revoked by the governing authority of the city, any similar license issued to the same person by the commissioner pursuant to the Georgia Alcoholic Beverages Code shall automatically become invalid. (Reference O.C.G.A. § 3-5-40)

**Sec. 40-11-7. Local license invalid upon revocation of state license.**

When any state license issued pursuant to the Georgia Alcoholic Beverages Code is revoked by the commissioner, any similar malt beverage license issued to the same person by the city shall automatically become invalid. (Reference O.C.G.A. § 3-5-40)

**Sec. 40-11-8. Temporary closure of location.**

The city manager or designee, chief of police or any police department officer on duty at the time may close any location holding an alcoholic beverage license for a period not in excess of 24 hours in the event there shall occur on the premises any violation of law or municipal ordinance, breach of the peace, disturbance or altercation resulting in violence, or other occurrence which is contrary to the public health, welfare, safety or morals, when in the judgment of the city manager or designee, chief of police or police officer such action is necessary to protect the public health, welfare, safety or morals.

**Sec. 40-11-9. Active engagement required; Surrender of license for inactivity.**

All licenses issued pursuant to this chapter shall be valid only so long as the licensee is actively engaged in such business, with the exception of holidays, vacations, and periods of redecoration, and in the event the licensee shall cease to be actively engaged in such business such license shall be invalid and the licensee of such business shall immediately notify the city manager or designee and return his license thereto.

**Sec. 40-11-10. Violations generally.**

The violation of any of the provisions of this chapter by a holder of an alcoholic beverage license, or his agent, or employee, shall be unlawful, and shall be punishable as provided for

violations of municipal ordinances as provided in the Hoschton city code, and shall also subject the holder of such license to suspension or revocation of such license or monetary administrative penalty, or any combination thereof as the city manager or designee deems proper.

**Sec. 40-11-11. Disciplinary action for licensees.**

- (a) Any disciplinary action taken by the city against a licensee shall be reported to the state department of revenue within 45 days of any officer, department, agency, or instrumentality of the city taking such disciplinary action.
- (b) The city shall follow the state revenue commissioner's format for the reporting of disciplinary actions and rules and regulations promulgated by the state revenue commissioner as to the implementation and use of such reporting method.
- (c) As used in this section, "disciplinary action" means any citation or arrest arising out of the violation of any law, rule, regulation, resolution, or ordinance of a governmental entity relating to the manufacture, distribution, sale, or possession of alcoholic beverages against a licensee, an employee of a licensee, or any person holding a financial interest in the license of the licensee on the premises or place of business of any licensee.
- (d) As used in this section "licensee" means any person issued a license pursuant to this title by a governmental entity to operate a bar. (Reference: O.C.G.A. § 3-3-2.1)

**Sec. 40-11-12. Seizure and disposition of contraband alcoholic beverages.**

- (a) Any peace officer or authorized agent of the commissioner shall declare as contraband any alcoholic beverage: not reported for collection of taxes under a reporting system established by the commissioner; found in any county, municipality, or unincorporated area of any county where the sale of alcoholic beverages is not lawful when the alcoholic beverage is intended for use or sale contrary to law; or sold, conveyed, or possessed, concealed, stored, or held for sale by any person who has not first obtained all licenses required by this chapter or the Georgia Alcoholic Beverages Code.
- (b) Except as otherwise provided in Georgia Alcoholic Beverages Code, all contraband alcoholic beverages seized shall be immediately delivered to the commissioner or to persons designated by him to receive the contraband alcoholic beverages. (Reference: O.C.G.A. § 3-2-33)

NEW BUSINESS

Resolution 2023-03. City of Hoschton, Georgia, Alcoholic  
Beverage Tax and Fee Schedule



**RESOLUTION 2023-02-03**  
**CITY OF HOSCHTON, GEORGIA**  
**ALCOHOLIC BEVERAGE TAX AND FEE SCHEDULE**  
**TO IMPLEMENT ORDINANCE O-2023-01**

The following application fees and excise taxes are hereby assessed:

<b>Type of Application/Action (annual fee except as noted)</b>	<b>Fee (\$)</b>
Change of managing agent	100.00
Change of registered agent	25.00
Transfer of approved license	100.00
Change in ownership or interest	25.00
Brewery (beer manufacturer) or brewpub license	3,700.00
Distilled spirits manufacturer (distillery) license	3,700.00
Distilled spirits (liquor): retail package sales license	5,000.00
Distilled spirits (liquor): consumption on premises license	3,000.00
Malt beverage (beer): retail package sales license	1,000.00
Malt beverage (beer): consumption on premises license	1,000.00
Wine: retail package sales license	1,000.00
Wine tasting license	1,400.00
Wine: consumption on premises license	1,000.00
Non-profit organization consumption on premises license	250.00
Non-profit special temporary event permit (per event)	35.00
Alcoholic beverage caterer license	500.00
Catered event permit (per event)	50.00
Temporary limited license	50.00
Temporary special event permit	50.00
Home brew special event	50.00
Employee permit	35.00
Refund of any license application denied	Application fee, minus 150.00
License application filed late	Application fee + 50% of application fee

Applications filed after July 1st shall be prorated at ½ the amount listed

**EXCISE TAXES**

For malt beverages sold in or from a barrel or bulk container (commonly known as tap or draft beer) a tax of six dollars (\$6.00) on each container sold containing not more than fifteen and one-half (15½) gallons and a proportionate tax on the same rate on all fractional parts of fifteen and one-half (15½) gallons.

For malt beverages sold in bottles, cans or other containers, except barrel or bulk containers, a tax of five cents (\$0.05) cents per twelve (12) ounces and a proportionate tax at the same rate of all fractional parts of twelve (12) ounces.

The excise tax imposed on wine sold by wholesalers to retailers shall be in the amount of twenty-two cents (\$0.22) per liter or \$0.65 per ounce and a proportionate tax at the same rate of all fractional parts of a liter.

The excise tax on distilled spirits sold by wholesalers to retailers imposed shall be in the amount of twenty-two cents (\$0.22) per liter or \$0.65 per ounce and a proportionate tax at the same rate of all fractional parts of a liter.

The distilled spirits excise tax imposed for mixed drinks consumed on premises shall be in the amount of three (3) percent of the purchase price of the beverage.

So RESOLVED this \_\_\_ DAY OF \_\_\_\_\_, 2023.

---

Lauren O’Leary, Mayor

This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

---

Jennifer Kidd-Harrison, City Clerk

Approved as to Form:

---

Abbott S. Hayes, Jr., City Attorney

## NEW BUSINESS

**Ordinance 23-02.** An Ordinance To Amend Sections 7(A), 10(C), And 11(C) Of Ordinance No. O-20-06 of the City of Hoschton By Amending The Language As Set Forth Below; To Repeal Conflicting Ordinances; To Provide For Severability; To Provide For Codification; To Provide For An Effective Date; And For Other Purposes. (*1<sup>st</sup> of 2 Hearings*)

**CITY OF HOSCHTON  
STATE OF GEORGIA**

**Ordinance No. 23-02**

**ORDINANCE**

**AN ORDINANCE TO AMEND SECTIONS 7(A), 10(C), AND 11(C) OF ORDINANCE NO. O-20-06 OF THE CITY OF HOSCHTON BY AMENDING THE LANGUAGE AS SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, after conducting public hearings regarding this Ordinance on March 16, 2023, and on April 13, 2023, the Mayor and Councilmembers desire to amend Ordinance No. O-20-06 as more specifically described herein in order to change provisions relating to impact fees.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF HOSCHTON HEREBY ORDAINS as follows:

**SECTION I.**

Section 7(A) of Ordinance No. O-20-06 is hereby amended by eliminating it in its entirety and substituting in its place the following:

- A. At the option of the applicant, the amount of the development impact fee may be determined by the following fee schedule.

**Residential Development Impact Fee Schedule  
(per dwelling unit)**

<b>RESIDENTIAL</b>	<b>Park/Open Space Impact Fee (\$)</b>	<b>Police Impact Fee (\$)</b>	<b>Admin Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Per dwelling unit (other than dwelling units that are in age-restricted subdivisions and townhome dwelling units)	935.59	791.96	51.83	1,779.38
Per dwelling unit in age-restricted subdivisions	701.73	657.33	40.77	1,399.83
Per townhome dwelling unit	776.54	657.33	43.02	1,476.89

**Non-residential Development Impact Fee Schedule**  
(\$ per 1,000 square feet of building unless indicated otherwise)

<b>INDUSTRIAL AND RELATED</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Construction company	23	962.96	28.89	991.85
Data processing	5182	1095.84	32.88	1128.72
General freight trucking	4841	439.98	13.20	453.18
Industrial, light	--	315.31	9.46	324.77
Industrial, heavy	--	157.51	4.73	162.24
Materials recovery facility	56292	1842.04	55.26	1897.30
Mini-warehouse	--	62.77	1.88	64.65
Mining (acre)	21231	20.53	0.62	21.15
Nursery stock wholesaler (acre)	42493	199.75	5.99	205.74
Manufacturing	31-33	504.51	15.14	519.65
Petroleum bulk storage (acre)	4247	711.00	21.33	732.33
Research laboratory	--	1095.84	32.88	1128.72
Septic tank services	562991	1036.29	31.09	1067.38
Solid waste collection	562111	1513.53	45.41	1558.94
Warehousing	4931	439.98	13.20	453.18
Wholesale trade	42	315.31	9.46	324.77
<b>RETAIL TRADE/SERVICE</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Amusement arcade	71312	733.30	22.00	755.30
Amusement park (acre)	713	3154.06	94.62	3248.68
Arena	--	1576.88	47.31	1624.19
Art store	45392	602.18	18.07	620.25
Automobile, new car dealer	44111	630.63	18.92	649.55
Automobile, used car dealer	44112	733.30	22.00	755.30
Automotive repair/maintenance	8111	1211.41	36.34	1247.75
Automotive parts store	44131	630.63	18.92	649.55
Automobile rental and leasing	53211	733.30	22.00	755.30
Bank	52211	1261.27	37.84	1299.11
Baked goods store	445291	733.30	22.00	755.30
Bar, drinking place or tavern	7224	906.35	27.19	933.54
Beer, wine and liquor store	44531	418.27	12.55	430.82
Book store	4512	733.30	22.00	755.30
Bowling center	71395	733.30	22.00	755.30
Building materials store	4441	188.89	5.67	194.56
Car wash (principal use)	811192	1202.61	36.08	1238.69
Caterer	72232	1173.28	35.20	1208.48
Cemetery (acre)	81222	25.22	0.76	25.98

<b>RETAIL TRADE/SERVICE</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Clothing store	4481	526.50	15.80	542.30
Consumer lending	522291	1022.51	30.68	1053.19
Cosmetic or beauty supply store	44612	556.42	16.69	573.11
Day care center	6244	788.44	23.65	812.09
Department store	4521	733.30	22.00	755.30
Dry cleaning/laundry	8123	1446.94	43.41	1490.35
Electronics store	443142	733.30	22.00	755.30
Fitness center	71394	733.30	22.00	755.30
Florist	4531	256.65	7.70	264.35
Formal wear/ costume rental store	53222	526.50	15.80	542.30
Fuel dealer	45431	657.91	19.74	677.65
Funeral home	81221	457.57	13.73	471.30
Furniture or home furnishings store	442	339.66	10.19	349.85
Gasoline with convenience store	44711	1627.92	48.84	1676.76
Golf course/country club (acre)	71391	78.90	2.37	81.27
Hardware store	44413	299.18	8.98	308.16
Hobby, toy, game store	45112	526.50	15.80	542.30
Home improvement store	44411	526.50	15.80	542.30
Household appliance store	443141	733.30	22.00	755.30
Insurance carrier	5241	1261.27	37.84	1299.11
Janitorial service	56172	1242.21	37.27	1279.48
Jewelry store	44831	733.30	22.00	755.30
Landscaping services	56173	1361.00	40.83	1401.83
Linen or uniform supply	81233	434.99	13.05	448.04
Lodging (hotel or motel, including extended stay (per guest room)	72111	252.25	7.57	259.82
Lodging, bed and breakfast inn (per guest room)	721191	126.12	3.78	129.90
Marina	71393	1173.28	35.20	1208.48
Merchandise (general) store	4529	733.30	22.00	755.30
Merchandise (used) store	4533	526.50	15.80	542.30
Mobile food service (per vehicle)	72233	1041.28	31.24	1072.52
Movie Theater	71111	469.31	14.08	483.39
Museum	71211	366.65	11.00	377.65
Musical instrument store	45114	526.50	15.80	542.30
Nursery, garden, farm supply store	44420	340.25	10.21	350.46
Office, general	--	945.95	28.38	974.33
Office, medical or dental	--	1891.91	56.76	1948.67
Office supply store	4532	733.30	22.00	755.30
Optical goods store	44613	733.30	22.00	755.30
Paint or wallpaper store	44412	414.46	12.43	426.89
Personal care service	8121	916.91	27.51	944.42

<b>RETAIL TRADE/SERVICE</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Pet care (excludes veterinary)	81291	1085.28	32.56	1117.84
Pet/pet supply store	45391	398.62	11.96	410.58
Pharmacy or drug store	44611	526.50	15.80	542.30
Recreational vehicle dealer	44121	526.50	15.80	542.30
Recreational vehicle park or campground (per camp site)	7212	21.99	0.66	22.65
Rental center	53231	733.30	22.00	755.30
Restaurant	7225	1531.13	45.93	1577.06
Securities brokerage	52312	1085.28	32.56	1117.84
Shoe store	44821	526.50	15.80	542.30
Specialty food store	4452	733.30	22.00	755.30
Supermarket/ grocery	44511	526.50	15.80	542.30
Sporting goods store	45111	526.50	15.80	542.30
Tennis or racquet club (principal) (court)	--	75.67	2.27	77.94
Tire store	44132	526.50	15.80	542.30
Tobacco/vape store	453991	733.30	22.00	755.30
Veterinary or animal hospital	54194	890.81	26.72	917.53
Video rental	53223	623.30	18.70	642.00
<b>TRANSPORTATION AND COMMUNICATION</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Ambulance services	62191	1217.27	36.52	1253.79
Courier or express delivery	4921	747.96	22.44	770.40
Limousine service	48532	868.22	26.05	894.27
Motor vehicle towing	48841	1217.27	36.52	1253.79
Newspaper publisher	51111	629.75	18.89	648.64
Parking lot/garage (acre)	81293	2103.69	63.11	2166.80
Radio/TV broadcasting	5151	377.20	11.32	388.52
Sound recording studio	51224	246.38	7.39	253.77
Taxi service	48531	1217.27	36.52	1253.79
Wireless telecommunication carrier	51721	733.30	22.00	755.30
<b>INSTITUTIONAL</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Church/religious organization	8131	157.51	4.73	162.24
Civic or social organization	8134	315.31	9.46	324.77
Crisis center	6242	824.81	24.74	849.55
Hospital	622	1025.15	30.75	1055.90
Nursing home/ assisted living	623	1488.59	44.66	1533.25
Recreational community center	--	630.63	18.92	649.55
School, general education	61111	315.31	9.46	324.77
School, business	6114	733.30	22.00	755.30

<b>INSTITUTIONAL</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
School, technical/trade	6115	513.31	15.40	528.71
School, cosmetology/barber	611511	733.30	22.00	755.30
School, fine arts	61161	733.30	22.00	755.30
Rooming or boarding house	7213	1692.45	50.77	1743.22

1. If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedule by apportioning the space committed to uses specified on the schedule.
2. In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a building permit, the development impact fee shall be based upon the net positive increase in the development impact fee for the new use as compared to the previous use.

**SECTION II.**

Section 10(C) of Ordinance No. O-20-06, which reads as follows, is hereby amended by eliminating it in its entirety.

~~C. There is hereby established one (1) fire facilities development impact fee Trust Fund for the fire service development impact fee Service Area established by Section 9 of this ordinance.~~

**SECTION III.**

Section 11(C) of Ordinance No. O-20-06 is hereby amended by eliminating it in its entirety.

~~C. Funds collected from fire facilities development impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to fire facilities under the jurisdiction of the City of Hoschton, and related expenses as permitted by the Georgia Development Impact Fee Act, and shall not be used for maintenance or operations.~~

**SECTION IV.**

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION V.**

If any portion of this ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.



**SECTION VI.**

The effective date of this ordinance shall be its date of adoption.

SO ORDAINED, this the 17<sup>th</sup> day of April, 2023.

---

Lauren O’Leary, Mayor

This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

---

Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

---

Abbott S. Hayes, Jr., City Attorney

**CITY OF HOSCHTON  
NOTICE OF PUBLIC HEARINGS**

The Hoschton City Council will conduct public hearings at Hoschton City Hall, 79 City Square, Hoschton, GA 30548, at 6:00 p.m. on the following dates:

March 16, 2023

April 13, 2023

The purpose of the public hearings will be to gain public input on the following matter:

An Ordinance to Amend the Code of Ordinances of the City of Hoschton, Georgia, to amend Ordinance O-20-06, known by short title as the Development Impact Fee Ordinance, fully titled as follows: An Ordinance Relating to the Regulation of the Use and Development of Land in the City of Hoschton, Georgia; Imposing a Development Impact Fee on Land Development in the City of Hoschton for Providing Public Safety, Park and Recreation and Related Facilities Necessitated by Such New Development; Stating the Authority for Adoption of the Ordinance; Making Legislative Findings; Providing Definitions; Providing a Short Title and Applicability; Providing Intents and Purposes; Providing Rules of Construction; Providing Definitions; Providing for the Computation of the Amount of the Development Impact Fee; Providing for the Payment of a Development Impact Fee; Providing for a Development Impact Fee Service Area; Providing for the Establishment of a Development Impact Fee Trust Fund; Providing for the Use of Funds; Providing for the Refund of Fees Paid; Providing for Exemptions and Credits; Providing for Review of the Fee Schedule; Providing for Appeals; Providing a Penalty Provision; Providing for Severability; Providing a Repealer; Providing for Codification; Providing an Effective Date; and For Other Purposes.”

Amendment of this ordinance is anticipated to include but shall not necessarily be limited to the following: Amend Section 7, “Computation of the amount of development impact fee” to modify or repeal and replace the Residential Development Impact Fee Schedule and the Non-residential Development Impact Fee Schedule; Amend Section 10 to repeal the fire facilities impact fee trust fund; and amend Section 11 to repeal a provision regarding the use of fire facility impact fees. This city reserves the right to amend any additional section or subsection of Ordinance O-20-06 not specifically cited here, as it deems appropriate.

Prior to vote on the amendment which may take place as early as the regular meeting of City Council on April 17, 2023, the city anticipates convening a development impact fee advisory committee and will consider the recommendations and suggestions of said committee prior to adopting the ordinance amendment.

All interested persons are invited to attend. The proposed ordinance amendment is on file in Hoschton City Hall, 79 City Square, Hoschton, GA 30548, and available for public inspection during regular business hours. For more information, call 706-654-3034.

This, the 1<sup>st</sup> day of March, 2023.

This, the 15<sup>th</sup> day of March 2023.

**CITY OF HOSCHTON  
NOTICE OF PUBLIC HEARINGS**

The Hoschton City Council will conduct public hearings at Hoschton City Hall, 79 City Square, Hoschton, GA 30548, at 6:00 p.m. on the following dates:

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Amendment of this ordinance is anticipated to include but shall not necessarily be limited to the following: Amend Section 7, “Computation of the amount of development impact fee” to modify or repeal and replace the Residential Development Impact Fee Schedule and the Non-residential Development Impact Fee Schedule; Amend Section 10 to repeal the fire facilities impact fee trust fund; and amend Section 11 to repeal a provision regarding the use of fire facility impact fees. This city reserves the right to amend any additional section or subsection of Ordinance O-20-06 not specifically cited here, as it deems appropriate.

Prior to vote on the amendment which may take place as early as the regular meeting of City Council on April 17, 2023, the city anticipates convening a development impact fee advisory committee and will consider the recommendations and suggestions of said committee prior to adopting the ordinance amendment.

All interested persons are invited to attend. The proposed ordinance amendment is on file in Hoschton City Hall, 79 City Square, Hoschton, GA 30548, and available for public inspection during regular business hours. For more information, call 706-654-3034.

This, the 1<sup>st</sup> day of March, 2023.

This, the 15<sup>th</sup> day of March 2023.

## **NEW BUSINESS**

**Ordinance TA 23-01.** An Ordinance Amending the Zoning Ordinance of the City of Hoschton, Georgia, as Amended, to Amend Article VIII, “Zoning Amendments and Applications,” To Amend Section 8.05, “Variances,” To Delete Paragraph 13, “Judicial Review; ”To Add a New Section 8.08, “Special Notice and Procedural Requirements for Certain Residential Zoning Decisions,” To Add a New Section 8.09, “Appeals;” To Establish an Effective Date; To Repeal Conflicting Ordinances; To Provide for Severability; and For Other Purposes.

CITY OF HOSCHTON  
STATE OF GEORGIA

**ORDINANCE TA-2023-01**

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF HOSCHTON, GEORGIA, AS AMENDED TO AMEND ARTICLE VIII, "ZONING AMENDMENTS AND APPLICATIONS," TO AMEND SECTION 8.05, "VARIANCES," TO DELETE PARAGRAPH 13, "JUDICIAL REVIEW;" TO ADD A NEW SECTION 8.08, "SPECIAL NOTICE AND PROCEDURAL REQUIREMENTS FOR CERTAIN RESIDENTIAL ZONING DECISIONS," TO ADD A NEW SECTION 8.09, "APPEALS;" TO ESTABLISH AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES

WHEREAS, the Georgia General Assembly has enacted Act 881, H.B. No. 1405, amending the state's zoning procedures law, codified as Chapter 66 of Title 36 of the Georgia Code; and

WHEREAS, the city has adopted zoning regulations and desires to bring its provisions into alignment and to be consistent with changes to the zoning procedures law; and

WHEREAS; Notice of this proposed amendment to the Land Use Management Code has been advertised in compliance with the Land Use Management Code and the Georgia Zoning Procedures Law; and

WHEREAS, The City Council of the City of Hoschton held a public hearing on this matter;

Now, therefore, the Governing Authority of the City of Hoschton ORDAINS as follows:

**Section 1.**

The Hoschton zoning ordinance, Article VIII, "Zoning Amendments and Applications," Section 8.05, "Variances," is amended to delete paragraph 13, "Judicial Review" as follows:

~~13. **Judicial Review.** Decisions by the City Council with regard to variances are final; provided, however, any person or persons, jointly or severally, aggrieved by any decision of the City Council with regard to a variance application under the terms of this section may take an appeal to or seek judicial review by the Jackson County Superior Court.~~

**Section 2.**

The Hoschton zoning ordinance, Article VIII, "Zoning Amendments and Applications," is amended to add a new Section 8.08, "Special Notice and Procedural Requirements for Certain Residential Zoning Decisions," as follows:

**"Section 8.08. Special Notice and Procedural Requirements for Certain Residential Zoning Decisions.**

- (a) Zoning decisions to which this Section applies. In accordance with O.C.G.A. 36-66-4(h), the following zoning decisions shall be adopted in a manner consistent with the notice and procedural requirements of this Section:**

1. Any decision to amend this zoning ordinance to revise one or more zoning classifications or definitions relating to single-family residential uses of property so as to authorize multifamily uses of property pursuant to such classification or definitions; and
  2. A decision that grants blanket permission, under certain or all circumstances, for property owners to deviate from the existing zoning requirements of a single-family residential zoning classification; and
  3. Any zoning decision that provides for the abolition of all single-family residential zoning classifications within the territorial boundaries of the city; and
  4. Any zoning decision that results in the rezoning of all property zoned for single-family residential uses within the territorial boundaries of the city to multifamily residential uses of property.
- (b) Exclusion. This Section shall not apply to zoning decisions for the rezoning of property from a single-family residential use of property to a multifamily residential use of property when the rezoning is initiated by the owner or authorized agent of the owner of such property.
- (c) Procedures and Requirements.
1. The zoning decision shall be adopted at two regular meetings of the local government making the zoning decision, during a period of not less than 21 days apart.
  2. Prior to the first meeting provided for in subparagraph (1) of this paragraph, at least two public hearings shall be held on the proposed action. Such public hearings shall be held at least three months and not more than nine months prior to the date of final action on the zoning decision. Furthermore, at least one of the public hearings must be held between the hours of 5:00 P.M. and 8:00 P.M.
  3. The two public hearings required by this paragraph shall be in addition to the single public hearing otherwise required under the zoning procedures law for a zoning decision generally.
  4. For these two public hearings, the local government shall give notice of such hearing by: (i) posting notice on each affected premises in the manner otherwise required under the zoning procedures law; provided, however, that when more than 500 parcels are affected, in which case posting notice is required every 500 feet in the affected area; and (ii) publishing in a newspaper of general circulation within the territorial boundaries of the city a notice of each hearing at least 15 days and not more than 45 days prior to the date of the hearing.
  5. Both the posted notice and the published notice shall include a prominent statement that the proposed zoning decision relates to or will authorize

multifamily uses or give blanket permission to the property owner to deviate from the zoning requirements of a single-family residential zoning of property in classification previously relating to single-family residential uses. The published notice shall be at least nine column inches in size and shall not be located in the classified advertising section of the newspaper. The notice shall state that a copy of the proposed amendment is on file in the office of the clerk or the recording officer of the local government and in the office of the clerk of the superior court of the county of the legal situs of the city for the purpose of examination and inspection by the public.

6. The local government shall furnish anyone, upon written request, a copy of the proposed amendment, at no cost.

### Section 3.

The Hoschton zoning ordinance, Article VIII, "Zoning Amendments and Applications," is amended to add a new Section 8.09, "Appeals," as follows:

#### "Section 8.09. Appeals.

In accordance with O.C.G.A. Section 36-66-5.1 (i.e., the zoning procedures law), powers of the city may be reviewed by the superior court of the county wherein such property is located as follows:

- (a) Legislative zoning decisions shall be subject to direct constitutional challenge regarding the validity of maintaining the existing zoning on the subject property or the validity of conditions or an interim zoning category other than what was requested in the superior court pursuant to its original jurisdiction over declaratory judgments pursuant to O.C.G.A. Chapter 4 of Title 9 and equity jurisdiction under Title 23. Such challenges shall be by way of a de novo review by the superior court wherein such review brings up the whole record from the local government and all competent evidence shall be admissible in the trial thereof, whether adduced in a local government process or not and employing the presumption that a governmental zoning decision is valid and can be overcome substantively by a petitioner showing by clear and convincing evidence that the zoning classification is a significant detriment to the petitioner and is insubstantially related to the public health, safety, morality, or general welfare.
- (b) Quasi-judicial decisions (i.e., conditional use applications and applications for variances) are and shall be subject to appellate review by the superior court pursuant to its appellate jurisdiction from a lower judicatory body and shall be brought by way of a petition for such review as provided for in O.C.G.A. Title 5. Such matters shall be reviewed on the record which shall be brought to the superior court as provided in O.C.G.A. Title 5.
- (c) All such challenges or appeals shall be brought within 30 days of the written decision of the challenged or appealed action.
- (d) An appeal or challenge by an opponent filed pursuant Chapter 66 of Title 36 (zoning procedures law) shall stay all legal proceedings in furtherance of the

action appealed from or challenged, unless the local government, officer, board, or agency from which or from whom the appeal or challenge is taken certifies that, by reason of the facts stated in the certificate, a stay would cause imminent peril to life or property. In such actions, the applicant for the zoning decision or the quasi-judicial decision shall be a necessary party and shall be named as a defendant in the action and served in accordance with the requirements of O.C.G.A. Title 5 or Title 9, as appropriate.

- (e) The City of Hoschton hereby designates the Mayor as the officer of the quasi-judicial board or agency who shall have authority, without additional board or agency action, to approve or issue any form or certificate necessary to perfect the petition described in O.C.G.A. Title 5 for review of lower judicatory bodies and upon whom service of such petition may be effected or accepted on behalf of the lower judicatory board or agency, during normal business hours, at the regular offices of the local government.
- (f) The elected official or his or designee who shall have authority to accept service and upon whom service of an appeal of a quasi-judicial decision may be effected or accepted on behalf of the local governing authority, during normal business hours, at the regular offices of the local government, is the City Manager of the City of Hoschton.

**Section 4.**

This ordinance shall become effective immediately upon its adoption.

**Section 5.**

Ordinances, or parts of Ordinances in conflict with the terms of this Ordinance are hereby repealed.

**Section 6.**

If any provisions of this Ordinance or the application thereof to any person or circumstance are held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Lauren O'Leary, Mayor



This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

---

Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

---

Abbott S. Hayes, Jr., City Attorney

## NEW BUSINESS

Panther Court Sanitary Sewer System Expansion  
Program Bid – Presented by Jerry Hood, City Engineer

February 28, 2023

Honorable Lauren O'Leary, Mayor  
City of Hoschton  
City Hall, 79 City Square  
Hoschton, Georgia 30548

**Re: Report on Bids Received, City of Hoschton Panther Court Sanitary Sewer System  
Expansion Program, CDBG # 18p-x-078-2-6070, EMI Project Number 18-054**

Dear Mayor O'Leary:

Following completion of plans and permitting for the subject project, the City duly advertised for construction bids for the required four weeks. The project was posted locally and also on the GLGA website. In addition, the project was advertised in the Georgia Procurement Registry and direct invitations to bids were sent out to licensed utility Contractors.

Bids were duly opened at City Hall on February 28, 2023, at 2:00 PM. The City received only one bid for the project. The construction market continues to be tight, and this is a difficult project.

The sole bid received is that of F.S. Scarbrough, LLC of Peachtree City, Georgia in the amount of \$3,067,633.58.

We have reviewed the bid package as prepared by the Contractor, and they are qualified, have adequate references and were responsive.

Unfortunately, this project has a long and arduous history, and was estimated back in 2016. The initial concept of the project was developed in 2013.

The City vigorously pursued the easement acquisition process, but local resistance was costly, time wise.

Costs of fuel, materials and labor have accelerated exponentially during the past two years, and the extent of rock excavation that was discovered during the design process has greatly impacted the cost.

Obviously, the one bid received is considerably more than the funds budgeted of \$1.6 million. It is doubtful, in our opinion, that a rebid would have any better results. There were 12 contracting firms that had plans and bid documents for the project. Only one firm submitted a bid.

There are 31 homes that are included in the project target area. Based on the bid received, this equates to \$98,955.90 per customer. When you add a safe contingency and softs costs, the per customer amount is \$105,407.

The City's Grant commitment for the project is \$600,000, which would require a local fund allocation of \$2,667,000 for project implementation, including soft costs.

Honorable Lauren O’Leary, Mayor  
City of Hoschton  
Panther Court Sewer Project Bid Report  
February 28, 2023  
Page Two

The CDBG program as currently designed, does not have an avenue for grant increases.

The only option for additional funding that we see for the City is either a direct cash allocation, or a GEFA loan or a combination of these.

Based on the GEFA funding schedule, the earliest that a GEFA loan commitment could be made is August, 2023. The current loan rate for GEFA loans is 2.92%, and the loan period is generally 30 years for a sewer project.

Based on a \$2,667,000 loan, the annual payments would be \$133,548. That equates to \$4,308 per customer per year or \$359.00 monthly, based on the number of customers in the target area.

If you spread that cost over all 1,785 City sewer customers, it would raise all sewer bills by about 14% or \$6.25 per month.

While the merits of this project are certainly commendable, the cost per household are the highest that we have ever experienced with this type of project. A sewer project in a built-up neighborhood does not present any potential value engineering possibilities.

Typically, the Engineer’s post bid letter contains a recommendation of award. In this case, however, there’s such a potentially large commitment to be made, we do not feel it appropriate to do so.

The City has upcoming planned infrastructure expansion projects requiring large capital outlays and large loan commitments in the near future. While there’s good customer growth and connection fees being collected, the City Council has been prudent in prioritizing the allocation of funds, as there are limitations. Moreover, there’s no assurance that the current rate of growth will continue.

One other option that has been suggested by City staff is to change the project concept and upgrade all the grinder pumps systems to the most current “state of the art” equipment. The grinder pump industry has greatly improved during the past decade, and this appears to be a good alternative in our view.

The CDBG grant would have to be amended, as well as the grant period. Likewise, the plans and specifications would have to be redesigned.

The City does have adequate easement rights to undertake the project under this concept.

Honorable Lauren O'Leary, Mayor  
City of Hoschton  
Panther Court Sewer Project Bid Report  
February 28, 2023  
Page Three

This approach would greatly reduce the City's operation and maintenance costs as well as the headaches being experienced by the residents.

This approach would not be as trouble free as a total gravity sewer system in the areas, but the cost of the gravity system as we now know them does not meet normal and customary feasibility assessments.

We believe that this approach to the project would be achievable under the existing budget and would be far less disruptive to the neighborhood. The massive clearing of trees in the area for the gravity system was one of the chief objections to the project as originally proposed. Additionally, this concept would be a vast improvement over the existing system.

So, following the bid procedure, the Council has two options to pursue at this juncture.

While there's no assurance that the Department of Community Affairs, the administrative agency of the CDBG funds, will approve the alternative approach, we will work with the City and Regional Commission to develop a package to submit for their approval, if that is the decision by the Council.

Please feel free to contact us at any time should you have questions. We appreciate our association with the City of Hoschton.

Sincerely,

ENGINEERING MANAGEMENT, INC.



Jerry E. Hood, CEO  
[jhood@eminc.biz](mailto:jhood@eminc.biz)

Enclosure: Certified Bid Tabulation

cc: City Council  
Ms. Jennifer Kidd-Harrison, City Manager  
Mr. Brett Day, Public Utilities Director  
Mr. Philip Jones, NE Georgia Regional Commission  
Mr. Greg Bennett, EMI  
Mr. Daniel Patterson, EMI

**CITY OF HOSCHTON, GEORGIA**  
**Panther Court Sanitary Sewer System Improvements**  
**FEBRUARY 28, 2023**

		F. S. SCARBROUGH, LLC P.O. BOX 2613 PEACHTREE CITY, GA 30269 770-486-4905			
ITEM	DESCRIPTION	UNIT	Est. No. UNITS	UNIT PRICE	TOTAL FOR ITEM
00001.00	MOBILIZATION AND SETUP – THE TOTAL OF MOBILIZATION & DE-MOBILIZATION SHALL NOT EXCEED 3% OF THE TOTAL BID PRICE.	LS	1	\$5,000.00	\$5,000.00
00002.00	DE-MOBILIZATION – THE TOTAL OF MOBILIZATION & DE-MOBILIZATION SHALL NOT EXCEED 3% OF THE TOTAL BID PRICE.	LS	1	\$5,000.00	\$5,000.00
00003.00	TRAFFIC CONTROL	PER MONTH	9	\$1,358.87	\$12,229.83
00520.00	PERFORMANCE BOND – THE TOTAL OF BONDS AND INSURANCE SHALL NOT EXCEED 2% OF THE TOTAL BID PRICE.	LS	1	\$28,900.97	\$28,900.97
00530.00	LABOR & MATERIAL PAYMENT BOND – THE TOTAL OF BONDS AND INSURANCE SHALL NOT EXCEED 2% OF THE TOTAL BID PRICE.	LS	1	\$28,900.97	\$28,900.97
00700.00	INSURANCE – THE TOTAL OF BONDS AND INSURANCE SHALL NOT EXCEED 2% OF THE TOTAL BID PRICE.	LS	1	\$28,900.97	\$28,900.97
01025.00	VIDEO TAPING OF THE PIPELINE ROUTES AND GRINDER PUMP STATIONS	LS	1	\$500.00	\$500.00
02225.01	ADDITIONAL STONE BEDDING	CY	500	\$106.38	\$53,190.00
02225.02	SELECT BACKFILL	CY	4,600	\$47.81	\$219,926.00
02227.01	ROCK REMOVAL BASE COST	CY	4,600	\$40.00	\$184,000.00
02227.02	ROCK REMOVAL PREMIUM COST	CY	4,600	\$92.48	\$425,408.00
02270.00	EROSION CONTROL				
02270.01	SILT FENCE TYPE A	L.F.	500	\$2.31	\$1,155.00
02270.02	SILT FENCE TYPE C	L.F.	3,890	\$3.47	\$13,498.30
02270.03	RIP RAP TYPE 3	SY	200	\$70.87	\$14,174.00
02300.00	BORING AND JACKING				
02300.01	JACK & BORE CONVENTIONAL – COMPLETE WITH 16" DIA. STEEL CASING AND 8" DR 18 C900 PVC (SEWER GREEN), RESTRAINED JOINTS, SPACERS, END SEALS, ETC.	LF	80	\$714.15	\$57,132.00
02300.02	ADD ON CHARGE – COMPLETE WITH 16" STEEL CASING AND 8" PIPE AS SPECIFIED ON THE CONSTRUCTION DRAWINGS	LF	40	\$346.81	\$13,872.40
02300.03	12" FREEBORE- COMPLETE INCLUDING 6" DIA. SDR 35 PVC, ETC.	LF	95	\$202.91	\$19,276.45
02575.00	PAVEMENT REPAIR				
02575.01	ASPHALT PAVEMENT CUT AND REPAIR	LF	1,175	\$90.75	\$106,631.25
02575.02	CONCRETE CUT AND REPAIR	LF	100	\$184.70	\$18,470.00
02601.00	MANHOLES				
02601.01	STANDARD 4'-0" DIA. MANHOLE INCLUDES BASE, CONE, RISER, FRAME AND COVER COMPLETE, 0-6' DEPTH	EA	32	\$3,769.69	\$120,630.08
02601.02	4'-0" MANHOLE ADDITIONAL VERTICAL FEET	VF	167	\$553.19	\$92,382.73
02601.03	OUTSIDE DROP AT MANHOLES A4, SHEET A1) WITH 8" DIA. PVC, COMPLETE.	EA	1	\$11,957.46	\$11,957.46
02603.00	MANHOLE COATINGS				
02603.01	COATING NEW 4'-0" MANHOLE A2	VF	14	\$882.02	\$12,348.28
02736.00	SANITARY SEWER				
02736.01	8" DIA. PVC, SDR 26 0'-6' CUT	LF	186	\$177.79	\$33,068.94

**CITY OF HOSCHTON, GEORGIA**  
**Panther Court Sanitary Sewer System Improvements**  
**FEBRUARY 28, 2023**

		F.S. SCARBROUGH, LLC P.O. BOX 2613 PEACHTREE CITY, GA 30269 770-486-4905			
ITEM	DESCRIPTION	UNIT	Est. No. UNITS	UNIT PRICE	TOTAL FOR ITEM
02736.02	8" DIA. PVC, SDR 26 6'-8' CUT	LF	1,256	\$192.52	\$241,805.12
02736.03	8" DIA. PVC, SDR 26 8'-10' CUT	LF	824	\$213.71	\$176,097.04
02736.04	8" DIA. PVC, SDR 26 10'-12' CUT	LF	499	\$228.34	\$113,941.66
02736.05	8" DIA. PVC, SDR 26 12'-14' CUT	LF	301	\$258.53	\$77,817.53
02736.06	8" DIA. PVC, SDR 26 14'-16' CUT	LF	121	\$306.99	\$37,145.79
02736.07	8" DIA. PVC, SDR 26 16'-18' CUT	LF	123	\$396.58	\$48,779.34
02736.10	MINOR CREEK CROSSING - WITH 8" RESTRAINED JOINT DR 18 C900 PVC (SEWER GREEN) IN 16" STEEL CASING (MANHOLE A3-A4)	LS	1	\$21,808.40	\$21,808.40
02736.11	MINOR CREEK CROSSING - WITH 8" RESTRAINED JOINT DR 18 C900 PVC (SEWER GREEN) IN 16" STEEL CASING (MANHOLE B5-B7)	LS	1	\$22,789.71	\$22,789.71
02736.12	6" PVC SDR 35 - SEWER LATERAL, ETC. COMPLETE	LF	3,060	\$154.18	\$471,790.80
02736.13	6" CLEANOUTS - COMPLETE	EA	50	\$1,457.03	\$72,851.50
02736.14	6" SEWER SERVICE RECONNECTION - COMPLETE	EA	31	\$2,660.43	\$82,473.33
02736.15	CORE AND CONNECT NEW 8" SEWERLINE TO EXISTING WETWELL A1	EA	1	\$4,308.78	\$4,308.78
02736.16	AERIAL 4" DIP FORCEMAIN ABANDONMENT	LS	1	\$15,741.26	\$15,741.26
02736.17	TEMPORARY 2.5" BYPASS FORCEMAIN (SHEET B2), COMPLETE	LS	1	\$12,052.74	\$12,052.74
02736.18	GRINDER PUMP STATION ABANDONMENT, COMPLETE	EA	31	\$2,765.91	\$85,743.21
02931.00	PERMANENT GRASSING	LF	5400	\$2.18	\$11,772.00
NPDES	NPDES PLAN IMPLEMENTATION	LS	1	\$4,161.74	\$4,161.74
1.01	ALLOWANCE FOR UNFORSEEN ISSUES TO BE USED AT THE DISCRETION OF THE OWNER	LS	1	\$60,000.00	\$60,000.00
<b>TOTAL BASE BID:</b>					<b>\$3,067,633.58</b>

\*THE TOTAL FOR ITEM 02227.01 WAS CALCULATED INCORRECTLY ON THE BID FORM. THE CORRECT AMOUNT IS SHOWN ABOVE.

I hereby certify this to be a true and accurate tabulation of bids received by the City of Hoschton on February 28, 2023 at 2:00 PM.



Greg Bennett, P.E.  
 Engineering Management, Inc.

## NEW BUSINESS

Final Plat for Cambridge at Towne Center, Unit 2: Rockhaven Homes, 184 fee-simple townhouse lots on 24.2 acres of property (Map/Parcels 120/013L and 120/017D) fronting on the south side of Towne Center Parkway (MFR, Multi-Family Residential, conditional zoning)

- No documents included -



## NEW BUSINESS

Proposed Cable Television Franchise Agreement Between Hoschton and Comcast

**EXECUTIVE SUMMARY**

**PROPOSED**  
**CABLE TELEVISION FRANCHISE AGREEMENT**  
**BETWEEN CITY OF HOSCHTON**  
**AND**  
**COMCAST**

The purpose of this summary is to highlight some of the key provisions that are proposed for a new Cable Television Franchise with Comcast. The following provisions are proposed for the City's new Franchise:

- The proposed Agreement includes an increased franchise fee of 5% of Gross Revenue to be paid on a quarterly basis with extensive documentation requirements. The new Gross Revenue definition includes the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.
- If any audit reveals an underpayment by Grantee of more than 10% during any audit period, Grantee shall be responsible for City's reasonable costs associated with the audit.
- The proposed agreement includes a franchise term of ten (10) years.
- Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.
- The proposed Agreement incorporates all rights and regulatory authority allowed under the Cable Act and applicable FCC regulations.
- The proposed Agreement incorporates the minimum Federal Customer Service Standards, significantly increases insurance requirements and includes extensive construction standards.
- Unlike a State Franchise, the proposed Franchise agreement contains enforcement provisions to enable the City to enforce the provisions of the agreement.

---

***Franchise Agreement***

between the

***City of Hoschton, Georgia***

and

***Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North  
Carolina/Virginia/Vermont, LLC***

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## **AGREEMENT**

This **AGREEMENT** is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), and is between the City of Hoschton, Georgia, an incorporated Georgia city (the “Franchising Authority” or the “City”), and Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

### **SECTION 1 GRANT OF AUTHORITY**

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

## 1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Georgia Consumer Choice for Television Act (O.C.G.A. § 36-76-1, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

## SECTION 2 THE CABLE SYSTEM

### 2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

### 2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

### 2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and



maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

#### 2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of

such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

### SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

### SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information

for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that the provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permit fees shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

## SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-

18-70, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as “Confidential” or “Trade Secret” prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority’s possession and designate as “Confidential” or “Trade Secret” any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company’s Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys’ fees and costs.

## **SECTION 6 ENFORCEMENT**

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance (“Violation Notice”).

6.2 Company’s Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority’s governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days’ prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company

may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

## **SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS**

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of

such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

## **SECTION 8 INSURANCE AND INDEMNITY**

### **8.1 Insurance.**

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Franchising Authority.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the

Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

## SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Hoschton, Georgia.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the



Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

City of Hoschton  
Attn: Mayor  
79 City Square Street  
Hoschton, Georgia 30548

COMPANY:

Comcast of Connecticut/Georgia/Massachusetts/New  
Hampshire/New York/North Carolina/Virginia/Vermont, LLC  
Attn: Vice President, External Affairs  
2605 Circle 75 Parkway  
Atlanta, Georgia 30339

With a copy to: Comcast Cable Communications, LLC  
Attn: Vice President, Government Affairs  
2605 Circle 75 Parkway  
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC  
Attn: Legal Dept.  
One Comcast Center  
Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Georgia and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the City of Hoschton, Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers

thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

**City of Hoschton, Georgia**

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

Name: \_\_\_\_\_

Title: Mayor  
(Seal)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC**

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

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A DEFINED TERMS

*For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.*

**“Agreement”** means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

**“Basic Service”** means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

**“Cable Act”** means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

**“Cable Service”** means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

**“Cable Service Provider”** or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

**“Cable System”** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

**“Channel”** means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

**“Company”** means Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

**“FCC”** means the Federal Communications Commission, its designee, or any successor thereto.

**“Franchise Area”** means the incorporated areas of the City of Hoschton, Georgia, including any areas annexed by the Franchising Authority during the term of the Franchise.

**“Franchising Authority”** means the City of Hoschton, Georgia, or lawful successor, transferee, designee, or assignee thereof.

**“Gross Revenues”** means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber’s bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of “Gross Revenue,” such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber’s bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including without limitation yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where

the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

“**Person**” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“**Video Programming**” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“**Video Service**” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users

to access content, information, electronic mail, or other services offered over the public Internet.

**“Video Service Provider” or “VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.



**APPENDIX B**  
**CUSTOMER SERVICE STANDARDS**

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION  
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION  
PART 76—CABLE TELEVISION SERVICE  
Subpart H—General Operating Requirements

**§ 76.309 Customer service obligations.**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

## NEW BUSINESS

6. Resolution 2023-04: Road Closure for April 8, 2023 – closure from 12pm-6pm for Easter Egg Hunt, hosted by Hoschton DDA

County of Jackson  
State of Georgia

**RESOLUTION 2023-04**

**A RESOLUTION OF THE MAYOR AND CONCIL OF THE CTY OF  
HOSCHTON REGARDING USE OF PUBLIC ROADS DURING THE  
HOSCHTON DDA EASTER EGG HUNT**

**WHEREAS**, the Hoschton DDA is hosting the Easter Egg Hunt; and

**WHEREAS**, the activities for the festival are conducted on Railroad Avenue.

**BE IT FURTHER RESOLVED** that Railroad Avenue.

**SO BE IT FURTHER RESOLVED** starting at 12:00pm on April 8, 2023 until April 8,  
2023, at 6pm

**SO RESOLVED**, this March 20, 2023

---

Lauren O'Leary  
Mayor

ATTEST:

---

Jennifer Kidd-Harrison, City Clerk

Approved as to form:

---

Abbott S. Hayes, Jr.  
Hulsey, Oliver & Mahar, LLP

## NEW BUSINESS

7. Resolution 2023-05: Road Closure for May 20, 2023 – closure from 7am-6pm for Hoshton Spring Festival, hosted by City of Hoshton

County of Jackson  
State of Georgia

**RESOLUTION 2023-05**

**A RESOLUTION OF THE MAYOR AND CONCIL OF THE CTY OF  
HOSCHTON REGARDING USE OF PUBLIC ROADS DURING THE  
HOSCHTON SPRING FESTIVAL**

**WHEREAS**, the City of Hoschton is sponsoring the Hoschton Spring Festival; and

**WHEREAS**, the activities for the festival are conducted on Hoschton City Square.

**BE IT FURTHER RESOLVED** that City Square will be closed.

**SO BE IT FURTHER RESOLVED** starting at 7:00am on May 20, 2023 until May 20,  
2023 at 6pm

**SO RESOLVED**, this March 20, 2023

---

Lauren O'Leary  
Mayor

ATTEST:

---

Jennifer Kidd-Harrison, City Clerk

Approved as to form:

---

Abbott S. Hayes, Jr.  
Hulsey, Oliver & Mahar, LLP



## NEW BUSINESS

Hoshton Coffee Shop Window Repairs





P.O. Box 790  
Hoschton, Ga.30548  
404-597-6170

---

City of Hoschton

March 8, 2023

**Bid:**                    **Location: Hoschton Coffee Co. Building**

**Scope of work -** Remove 2 windows, build new frames, reinstall existing glass and metal bars,into new frames and paint. Install new assenbly and trim.

**\$5400.00**

Install electric door openers on front doors.

**\$3000.00**

Ray Vaughn

**Note: Contractor is a licensed builder in the State of Georgia and carries \$2,000,000.00 general liability and workers compensation insurance**



Date: 2/27/23

**Invoice**

Ronnie Patterson
945 Ednaville Rd.
Braselton, GA 30517
<b>678-425-8944</b>

<b>Submitted For:</b>
Little Hooties Coffee Shop
Hoschton, GA

<b>Labor</b>		<b>Labor</b>
tear out two front windows	\$300.00 ea	\$ 600.00
remanufacture bars		\$ 150.00
replace window trim and paint	\$300.00 ea	\$ 600.00
<b>Materials</b>		\$ 350.00
<b>Labor and Materials Total</b>	\$0.00	\$1,700.00
<b>Invoice Total</b>		<b>\$1,700.00</b>

**Thank You**

## NEW BUSINESS

Change Order: New City Hall from Garland & Associates Contractors, Inc.



**& Associates Contractors, Inc.**

# Change Order

Order#: 3

Order Date: 02/28/2023

To: City of Hoschton Georgia  
79 City Square Street  
Hoschton GA 30548

Project: 2022015  
Hoschton City Hall  
79 City Square Street  
Hoschton GA 30548

Notes:

Description of Work	Amount
1. Provide & Install 14' of Base Cabinets, Plam top, and 30" Tall Upper Cabinets in the mallroom	5,750.00
2. Provide & Install (1) 8'x4' Level 1 bullet resistant transaction window with 12" stainless shelf, (2) Deal Trays, & (2) Electronic Communicators.	18,878.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Approved Amount of Change**

**24,628.00**

The original Contract Sum was .....	1,596,080.00
Net change by previous Change Orders .....	43,575.00
The Contract Sum prior to this Change Order .....	1,639,655.00
The Contract Sum will be changed by this Change Order .....	24,628.00
The new Contract Sum including this Change Order will be .....	1,664,283.00
The Contract Time will be changed by .....	0 Days

Contractor \_\_\_\_\_ Owner \_\_\_\_\_  
Architect \_\_\_\_\_



Garland & Associates Contractors, Inc.

Application and Certificate for Payment

Monthly Progress Billing

Owner: City of Hoschton Georgia  
79 City Square Street  
Hoschton GA 30548

Job Location: Hoschton City Hall  
79 City Square Street  
Hoschton GA 30548

Contractor: Garland & Associates Contractors, Inc.  
P.O. Box 370  
Bogart, GA 30622

Architect:

Application: 8  
Period: 02/28/2023  
Contract Date:  
Job Number: 2022015

Application For Payment On Contract

Original Contract.....	1,596,080.00
Net Change by Change Orders.....	43,575.00
Contract Sum to Date.....	1,639,655.00
Total Complete to Date.....	885,900.12
Total Retained.....	43,033.76
Total Earned Less Retained.....	842,866.36
Less Previous Billings.....	608,298.82
Current Payment Due.....	234,567.54
Balance on Contract.....	796,788.64

By signing below, the contractor certifies that to the best of the Contractor's knowledge, the work covered by this application for payment has been completed as specified and in accordance with the contract documents.

Contractor: Garland & Associates Contractors, Inc.

By: *Sheila R. Smith* Date: 02/28/23

State: Georgia County: Oconee  
Subscribed and sworn to before me on this 28<sup>th</sup> day of February 2023

Notary Public: *Sheila R. Smith* My Commission Expires: 3/18/24



ARCHITECTS CERTIFICATE FOR PAYMENT  
In accordance with the Contract Documents, based on the site visit and information contained in this Application for Payment, the Architect certifies that the Work covered by this application has been completed as indicated and the quality of the Work is in accordance with the Contract Documents.

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

Terms: Invoices are due and payable 10 Days from the date of the invoice. All overdue amounts will be charged a service charge of 11% per annum.  
All checks should be made to: Garland & Associates Contractors, Inc.

# PROGRESS BILLING

Application: 8  
Period: 02/28/2023

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat	Total Comp.	%	Balance	Retained
Change Order# 1		6,875.00	6,875.00	6,875.00			6,875.00	100.00		
Change Order# 2		36,700.00	36,700.00	18,350.00			18,350.00	50.00	18,350.00	
1000.000 GENERAL CONDI										
1007.000 Insurance	12,000.00		12,000.00	4,560.00	1,680.00		6,240.00	52.00	5,760.00	312.00
1019.000 General Condition	120,000.00		120,000.00	45,600.00	16,800.00		62,400.00	52.00	57,600.00	3,120.00
1025.000 Design Cost	20,000.00		20,000.00	20,000.00			20,000.00	100.00		1,000.00
1030.000 GC OH & P	125,380.00		125,380.00	47,644.40	17,553.20		65,197.60	52.00	60,182.40	3,259.88
1329.000 Survey/Layout & A	4,900.00		4,900.00	1,225.00			1,225.00	25.00	3,675.00	61.25
1710.000 Final Cleaning	4,500.00		4,500.00						4,500.00	
2000.000 SITEWORK										
2008.000 Site Engineering	10,000.00		10,000.00	10,000.00			10,000.00	100.00		500.00
2026.000 Sawcut Asphalt	1,000.00		1,000.00	1,000.00			1,000.00	100.00		50.00
2050.000 Demolition	20,400.00		20,400.00	20,400.00			20,400.00	100.00		1,020.00
2210.000 Grading	38,000.00		38,000.00	38,000.00			38,000.00	100.00		1,900.00
2230.000 24" Curb & Gutter	6,000.00		6,000.00						6,000.00	
2270.000 Erosion Control	6,000.00		6,000.00	4,500.00			4,500.00	75.00	1,500.00	225.00
2512.000 Asphalt Patchwork	20,000.00		20,000.00						20,000.00	
2576.000 Striping	800.00		800.00						800.00	
2716.000 Water/Sewer/Grea	24,900.00		24,900.00	19,920.00			19,920.00	80.00	4,980.00	996.00
2725.000 Underground Det	78,900.00		78,900.00	63,120.00			63,120.00	80.00	15,780.00	3,156.00
2829.000 Temp. Fence	5,000.00		5,000.00	5,000.00			5,000.00	100.00		250.00
2835.000 Sidewalks	1,000.00		1,000.00						1,000.00	
2900.000 Landscaping	5,000.00		5,000.00						5,000.00	
3000.000 CONCRETE										
3260.000 Concrete Slab	80,000.00		80,000.00	80,000.00			80,000.00	100.00		4,000.00
3311.000 Concrete Retainin	32,000.00		32,000.00	32,000.00			32,000.00	100.00		1,600.00
4000.000 MASONRY										
4005.000 Masonry	162,000.00		162,000.00		64,800.00		64,800.00	40.00	97,200.00	3,240.00
5000.000 METALS										
5004.000 Interior/Ext Metal	151,900.00		151,900.00		91,140.00		91,140.00	60.00	60,760.00	4,557.00



# PROGRESS BILLING

Application: 8  
 Period: 02/28/2023

## Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
5320.000 Pre-Eng. Material	219,600.00		219,600.00	186,660.00	32,940.00		219,600.00	100.00	24,900.00	10,980.00
5401.000 RearLanding/Step	24,900.00		24,900.00							
6000.000 WOOD & PLASTI										
6220.000 Millwork/Cabinetry	16,300.00		16,300.00						16,300.00	
7000.000 THERMAL & MOIS										
7928.000 BackFlashing Par	5,000.00		5,000.00		4,000.00		4,000.00	80.00	1,000.00	200.00
8000.000 DOORS & WINDO										
8200.000 Door/Frame/Hard	24,700.00		24,700.00						24,700.00	
8821.000 Storefront	47,300.00		47,300.00						47,300.00	
9000.000 FINISHES										
9275.000 EIFS	5,700.00		5,700.00						5,700.00	
9685.000 Flooring	42,900.00		42,900.00						42,900.00	
9920.000 Painting	29,000.00		29,000.00						29,000.00	
10000.000 SPECIALTIES										
10629.000 Exterio Awnings	16,800.00		16,800.00						16,800.00	
10800.000 Toilet & Bath Acc	4,400.00		4,400.00						4,400.00	
15000.000 MECHANICAL										
15400.000 Plumbing	60,000.00		60,000.00	9,000.00	18,000.00		27,000.00	45.00	33,000.00	1,350.00
15500.000 HVAC	75,600.00		75,600.00	0.16		22,385.00	22,385.16	29.61	53,214.84	1,119.26
16000.000 ELECTRICAL										
16007.000 Fire Alarm	5,000.00		5,000.00						5,000.00	
16100.000 Electrical	89,200.00		89,200.00	2,747.36			2,747.36	3.08	86,452.64	137.37
<b>Totals:</b>	<b>1,596,080.00</b>	<b>43,575.00</b>	<b>1,639,655.00</b>	<b>616,601.92</b>	<b>246,913.20</b>	<b>22,385.00</b>	<b>885,900.12</b>	<b>54.03</b>	<b>753,754.88</b>	<b>43,033.76</b>

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA  
COUNTY OF Jackson

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY GARLAND & ASSOCIATES CONTRACTORS, INC. TO FURNISH Labor and Material (DESCRIBE MATERIALS AND/OR LABOR); FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS Hoschton City Hall (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF Hoschton, COUNTY OF Jackson, GA, AND IS OWNED BY City of Hoschton Georgia. (NAME OF OWNER), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: 79 City Square Street Hoschton GA 30548

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.) Hoschton City Hall 79 City Square Street Hoschton GA 30548


UPON THE RECEIPT OF THE SUM OF \$ 234,567.54, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 2/28/2023 (insert date) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS 28<sup>th</sup> DAY OF February 2023.

CONTRACTOR  
GARLAND & ASSOCIATES CONTRACTORS INC.  
BY: [Signature]  
NAME & TITLE (COMPANY SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 28<sup>th</sup> DAY OF February, 2023.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 3/18/2024  
ADDRESS: 175 Ansley Ln Athens GA



WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

## NEW BUSINESS

. Memorandum of Understanding (MOU) between City of Hoschton on behalf of the Hoschton Police Department and the Jackson County's Sheriff's Office.

**Memorandum of Understanding  
Extraterritorial Assistance**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into on the \_\_\_\_ of \_\_\_\_\_ 2023, by and between the City of Hoschton by and on behalf of the Hoschton Police Department and the Jackson County Sheriff's Office. City of Hoschton Police Department and the Jackson County Sheriff's Office are hereinafter collectively referred to as "Party" or "Parties." This agreement incorporates by reference standards contained in O.C.G.A. §36-69-1 *Et seq.*, including subsequent amendments thereto.

**WHEREAS**, where responses to emergency or special circumstances may exceed the immediate resources, skill, and equipment capacities of either Party's law enforcement agency, the City of Hoschton Police Department and the Jackson County Sheriff's Office may request that the other Party provide certified police officers to assist in providing law enforcement services.

**WHEREAS**, pursuant to O.C.G.A. § 36-69-1 *et seq.*, the Jackson County Sheriff's is authorized to furnish assistance extraterritorially to City of Hoschton Police Department upon the approval of the Sheriff of Jackson County with this MOU.

**WHEREAS**, pursuant to O.C.G.A. § 36-69-1 *et seq.*, City of Hoschton Police Department is authorized to furnish assistance extraterritorially to the Jackson County Sheriff's Office with the approval of the Chief of Police for the City of Hoschton, with this MOU.

**NOW, THEREFORE**, the parties agree as follows:

1. **Purpose:** The purpose of this MOU is to permit each Party to assign law enforcement officers to the other Party for law enforcement services within Jackson County, Georgia or the City of Hoschton as requested by the law enforcement agencies of the Parties. In accordance with O.C.G.A. § 36-69-8, nothing in this MOU shall be construed as creating a duty on the part of the Parties to respond to a request for assistance, or to stay at the scene of a local emergency for any length of time.
2. **Requests:** Requests for assistance may be made by the Chief of Police, of the City of Hoschton Police Department or the Sheriff of Jackson County to include their designee in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case.
3. **Authorities:** The senior officer of the requesting Party shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations.
4. **Powers and Duties of Responding Personnel:** In accordance with O.C.G.A. §36-69-4, responding employees of either Party "shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed."

5. Responsibility for Expenses and Compensation of Employees: Parties responding to requests in conformance with this MOU shall pay any expense for furnishing of their own equipment, loss or damage to such equipment, and costs incurred in operation and maintenance of their equipment. Responding Party shall compensate responding employees during the time they are rendering aid and defray actual travel expenses of employees. Compensation shall include compensation due to personal injury or death while employees are rendering aid. (O.C.G.A. §36-69-5.)
6. **Effective Date:** This agreement shall take effect upon execution and approval by the hereinafter-named officials, including the City of Hoschton City Council, and shall continue in full force and effect unless terminated by any or all of the parties herein.

**WHEREFORE**, the parties hereto cause these presents to be signed on the dates listed below.

**City of Hoschton, Georgia**  
**By and on behalf of the City of Hoschton**  
**Police Department**

**Jackson County Sheriff's Office**  
**By and on behalf of**  
**Jackson County Sheriff's Office**

\_\_\_\_\_  
**Authorized City Official                      Date**

*Janis Mangum*      *2-24-2023*  
 \_\_\_\_\_  
**Janis Mangum, Sheriff    Date**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Authorized City Official                      Date**

\_\_\_\_\_  
**Printed Name and Title**

**HOUSING AND  
BOOKING CONTRACT  
JACKSON COUNTY  
SHERIFF'S OFFICE**

THIS INDENTURE MADE AND ENTERED THIS: \_\_\_\_\_ DAY  
OF: \_\_\_\_\_, 2023 BY AND BETWEEN THE  
JANIS G. MANGUM, SHERIFF OF JACKSON COUNTY GEORGIA IN  
HER OFFICIAL CAPACITY, HEREINAFTER REFERRED TO AS "THE  
SHERIFF" AND THE CITY OF HOSCHTON, A GEORGIA MUNICIPAL  
CORPORATION, HEREINAFTER REFERRED TO AS "THE CITY".

**WITNESSETH THAT:**

WHEREAS THE SHERIFF IS THE KEEPER OF THE JACKSON  
COUNTY JAIL BY VIRTUE OF HER OFFICE AND THE CITY  
OPERATES A MUNICIPAL/CITY POLICE DEPARTMENT; AND THE  
PARTIES MUTUALLY DESIRE TO DEFINE THE TERMS AND  
OBLIGATIONS THEY BEAR EACH OTHER FOR THE CITY'S USE OF  
THE JACKSON COUNTY JAIL FOR BOOKING, PROCESSING AND  
HOUSING PERSONS DETAINED BY SAID CITY'S POLICE  
OFFICERS FOR OFFENSES PROSECUTED WITHIN SAID CITY'S  
MUNICIPAL COURT, OR PERSONS INCARCERATED PURSUANT  
TO CONVICTION AND SENTENCE BY SAID CITY'S MUNICIPAL  
COURT.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL  
BENEFITS ACCRUING TO THE PARTIES HEREUNDER, THE  
SHERIFF AND THE CITY DO MAKE AND ENTER THIS CONTRACT.

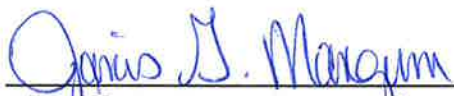
**PARAGRAPH ONE:**

THE SHERIFF WILL ACCEPT, PROCESS, BOOK, AND HOUSE IN THE JACKSON COUNTY JAIL, THOSE PERSONS LAWFULLY ARRESTED AND DETAINED, EXCEPT PERSONS WHO HAVE NOT RECEIVED MEDICAL TREATMENT FOR OBVIOUS PHYSICAL INJURY OR CONDITIONS OF AN EMERGENCY NATURE, BY SAID CITY'S POLICE, FOR OFFENSES PROSECUTED IN SAID CITY'S MUNICIPAL COURT, OR PERSONS CONVICTED AND SENTENCED TO IMPRISONMENT BY SAID CITY'S MUNICIPAL COURT, HOWEVER, SAID CITY EXPRESSLY BINDS ITSELF AND AGREES TO MAKE PAYMENT IN THE AMOUNT OF \$40.00 PER PERSON, PER DAY TO JACKSON COUNTY SHERIFF FOR THE PROCESSING, BOOKING, AND HOUSING OF SAID PERSONS. A DAY SHALL BE DEFINED AS ANY PORTION OF ANY CALENDAR DAY A PERSON IS PHYSICALLY PRESENT AT THE JAIL. SAID CITY FURTHER AGREES TO BE RESPONSIBLE FOR AND/OR PAY ANY AND ALL COSTS RELATED TO ANY AND ALL HEALTH CARE EXPENSES OF ALL AFOREMENTIONED PERSONS DETAINED OR INCARCERATED IN THE JACKSON COUNTY JAIL. ALSO, SAID CITY WILL HOLD SAID SHERIFF AND BOARD OF COMMISSIONERS OF JACKSON COUNTY GEORGIA HARMLESS FROM AND INDEMINIFY AGAINST THEM AND ALL CHARGES FOR THE BENEFITS FOR ALL AFOREMENTIONED PERSONS DETAINED OR INCARCERATED IN THE JACKSON COUNTY JAIL.

**PARAGRAPH TWO:**

- (a) THIS CONTRACT IS SOLEY FOR THE BENEFIT OF THE SHERIFF, THE CITY, AND THE GOVERNING AUTHORITY OF JACKSON COUNTY AND CREATES NO RIGHT, BENEFIT OR EXPECTANCY ON THE PART OF ANY PERSON, DETAINED OR INCARCERATED, OR OTHER PERSONS, WHILE MEDICAL CARE IS GOVERNED BY THE TERMS OF STATE LAW.
- (b) THIS CONTRACT SHALL REMAIN IN FORCE AND EFFECTIVE FOR A PERIOD OF 1 YEAR FROM ITS INCEPTION DATE, AND MAY BE RENEWED FOR AN ADDITIONAL TERM BY THE PARTIES OR THEIR SUCCESSORS IN OFFICE. EITHER PARTY MAY TERMINATE THIS AGREEMENT EARLIER BY GIVING THE OTHER NOT LESS THAN (30) DAYS NOTICE OF THE TERMINATION OF THIS AGREEMENT.
- (c) THIS WRITING CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES, AND THIS CONTRACT MAY NOT BE AMENDED EXCEPT IN WRITING, SIGNED BY THE SHERIFF AND ENACTED BY THE GOVERNING AUTHORITY OF THE CITY.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS  
THIS: \_\_\_\_\_ DAY OF: \_\_\_\_\_, 2023.

  
\_\_\_\_\_

**Sheriff, Jackson County Georgia**

THE CITY OF: HOSCHTON, GEORGIA

\_\_\_\_\_  
**Mayor/City Manager**

THE UNDERSIGNED CITY CLERK HEREBY CERTIFIES THAT THE GOVERNING  
AUTHORITY FOR THE CITY OF HOSCHTON, LAWFULLY ASSEMBLED AND  
ENACTED THE FOREGOING CONTRACT, SPREAD THE SAME UPON THE  
MINUTES OF THE MAYOR AND COUNCIL THIS: \_\_\_\_\_ DAY OF:  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
**City Clerk**



## NEW BUSINESS

29 West Broad Street Property – Electrical Quote

Corbin Electric Co., Inc.

470 Quail Run  
 Hoschton, GA 30548

# Estimate

Date	Estimate #
3/5/2023	806

<b>Name / Address</b>
City of Hoschton 79 City Square Hoschton, GA 30548

<b>Project</b>
030923 29 W Broad ...

Description	Qty	Rate	Total
Thank you for the opportunity to provide following estimate. Job address: 29 W. Broad St., Hoschton, GA 30548 Job description: Based on listed items below.			
Gym. Install outlet left of mirror where wires are exposed.	1		
Gym. Terminate MC electrical cable hanging above electrical panel	2		
Gym. Install junction box and cover on electrical cable exposed or ceiling.	1		
Front door frame terminate exposed electrical cable.	1		
Replace small CFM bathroom exhaust fan.	1		
Replace exit/emergency light at front office door.	1		
Gym. Trouble shoot random flickering led lights.	1		
Install panel cover on electrical panel in warehouse.	1		
Disconnect back fed panel circuit warehouse. Install new circuit from existing electrical panel	1		
Install box KO seals and electrical box covers in various locations.	1		
Total cost for material and labor.	1	3,750.00	3,750.00
*Price firm for 30 days. Net 30 terms.			
		<b>Total</b>	\$3,750.00

## NEW BUSINESS

153 Mulberry Lane Park Consulting Proposal



February 3, 2023

Ms. Jennifer Kidd-Harrison  
City Manager / Clerk  
City of Houston  
Hoschton City Hall  
79 City Square Street  
Hoschton, Georgia 30548

Re: Mulberry Natural Park – Hoschton, Ga.  
Plan Development and Implementation Contract  
W&A Project No. 230029

Ms. Kidd-Harrison,

W&A Engineering is excited about the opportunity to work with the City of Hoschton and pleased to submit this proposal for planning, landscape architecture, site development engineering, and construction administration services for the Mulberry Park. Our proposed scope of services is attached below based on our understanding of the project.

### Project Overview

We understand the project as follows:

The subject property is located at 153 Mulberry Street, Tax Parcel H01 048 within the City of Hoschton, Georgia, with street frontages along Mulberry Street, West Broad Street and White Street. The subject parcels are currently zoned A – Agricultural District.

We understand the Client's intent is to develop the site consistent with the a concept plan and sketch titled Mulberry Natural Park (Exhibit 1) and the vision outlined in the Hoschton, Georgia Design Charrette prepared by the University of Georgia dated Fall 2021 – Spring 2022. And that the City of Hoschton desires to engage design professionals in the further development of the envisioned Mulberry Natural Park, including final concept plan development, landscape architecture, public outreach, engineering, permitting, bid and construction administration.

### Scope of Services

W&A Engineering's Scope of Services will include planning, public outreach, stake holder engagement, landscape architecture, civil engineering, permitting, bid administration, construction administration and other project administration services as further outlined in the project scope attached hereto in Exhibit 3.

**Schedule**

We anticipate the Schematic Design, Design Development, Construction Documents and Site Development Permitting to take approximately four (4) months and construction to take approximately four (4) months. This timeline is a general assumption but subject to change given additional details for item duration like public input processes, bidding process, etc. a more detailed schedule will be developed upon execution of the agreement.

**Additional Services/Exclusions**

A more detailed outline of the additional services and exclusions is attached hereto as outlined in the attached Exhibit 2.

**Fee**

<b><u>Fixed Fee Task</u></b>		<b><u>Fixed Fee</u></b>
1. Schematic Design	\$	16,000.00
2. Design Development	\$	24,000.00
3. Construction Documents	\$	24,000.00
4. Site Development Permitting	\$	6,000.00
5. Bid Documents and Administration	\$	19,000.00
<b>Total Fixed Fee Contract Amount</b>	<b>\$</b>	<b>89,000.00</b>
<b><u>Hourly Services Task</u></b>		<b><u>Hourly Estimate</u></b>
6. Construction Administration	\$	11,000.00
<b>Total Hourly Estimate Amount</b>	<b>\$</b>	<b>11,000.00</b>
<b><u>Reimbursable Estimate</u></b>		<b><u>Estimate</u></b>
7. Printing Fees	\$	1,000.00
8. Mileage	\$	1,000.00
9. Site Development Permit Fees	\$	1,000.00
<b>Total Reimbursable Estimated Amount</b>	<b>\$</b>	<b>3,000.00</b>
<b>Total Proposal Value</b>		<b>\$103,000.00</b>

We propose to conduct the Fixed Fee portion of the attached Scope of Work on a fixed fee basis and the services listed under the Hourly Services section of the Scope on a unit rate basis. The list of unit rates is attached as Exhibit 4 to this proposal. All services will be performed pursuant to the W&A General Terms and Conditions attached herein. W&A will submit invoices for the hourly services and the partial invoices for the fixed fee tasks every month.

It should be noted that the estimates for the hourly services presented above are the estimate only and should not be considered as a fixed fee, a lump sum, or a guaranteed maximum price.

February 3, 2023  
Mulberry Park, Hoschton, GA  
Plan Development and Implementation Contract  
W&A Project No. 230029

Reimbursable expenses are estimates provided for the Clients budget and are subject to change based on changes in government regulations, fees, and cost of outside services.

This proposal and fee summary are valid for 90 days from the date of preparation. If a contract is not executed within this time frame, W&A Engineering, Inc. has the right to adjust the scope of services and/or fee summary.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**Authorization**

If this proposal is acceptable to you, W&A will perform the work in accordance with the attached scope of work, unit rates, and General Terms and Conditions that are incorporated into and made a part of this proposal. W&A will proceed with the work upon receipt of project-specific authorization with agreed upon unit rates. Please sign below as notice to proceed and return one copy of this proposal intact to our office.

W&A Engineering, Inc. appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have or if W&A can be of additional service.

Respectfully submitted,  
**W&A Engineering, Inc.**



Buck C. Bacon  
Government and Community Services Director



Scott Haines, ASLA, PLA  
Director of Operations Athens

Attachments:

- Exhibit 1: Concept Plan
- Exhibit 2: Scope of Services
- Exhibit 3: Exclusions
- Exhibit 4: Unit Rate Table
- Exhibit 5: General Terms and Conditions

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**Proposal Acceptance:**

Agreed to, this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

By (print name): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

**Consultant's Project Manager is:**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Title/position: \_\_\_\_\_

**Client's Representative for Project:**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Title/position: \_\_\_\_\_

**Bills, Invoices, Payment matters from Consultant to Client shall be sent to:**

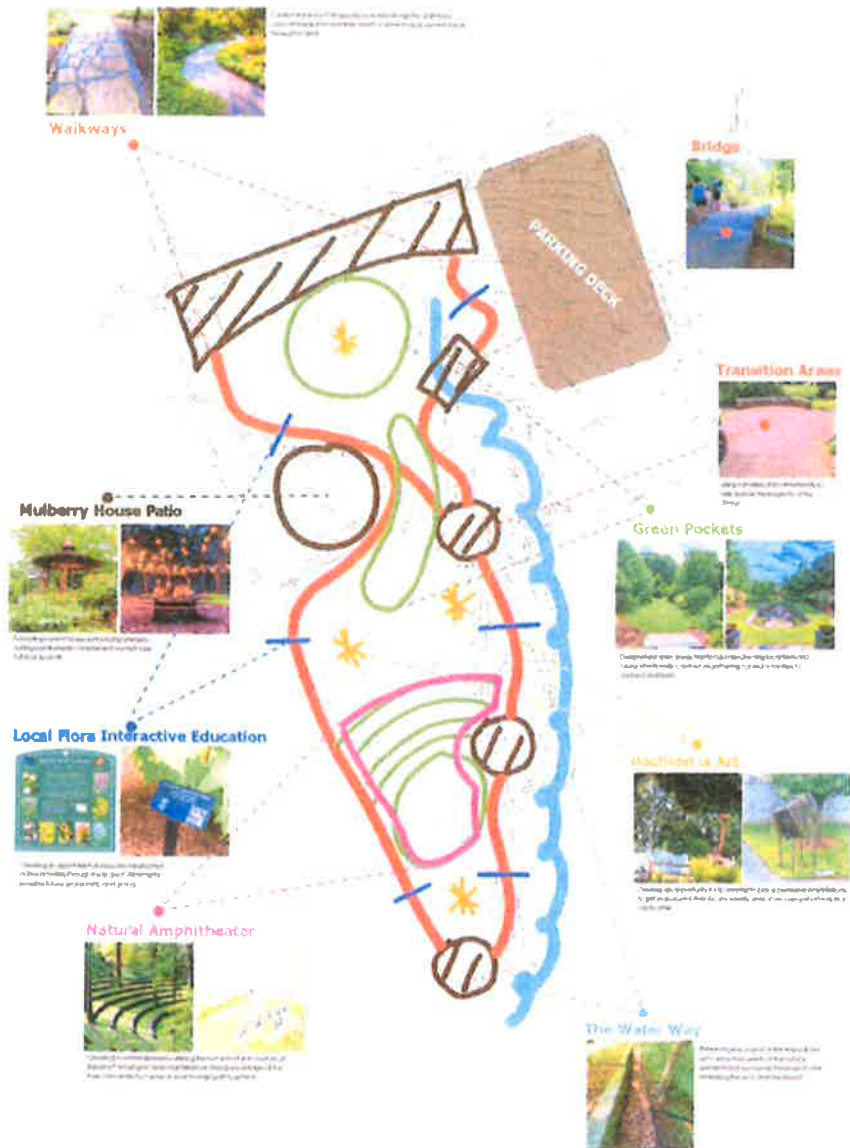
Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Title/position: \_\_\_\_\_



## EXHIBIT 1 Concept Plan Sketch

# Mulberry Natural Park

celebrate - participate - educate



## EXHIBIT 2 Scope of Services

Consultant shall perform only the services as set forth, described, and delineated below, (and the category headings below are for organizational and billing purposes only):

### Fix Fee Scope of Services

#### 1. Schematic Design

- 1.1 **Client Kickoff Meeting with the City of Hoschton and the W&A Team** – W&A will schedule an in-person, on-site meeting with the City of Hoschton to solicit input and review the concept plans for Mulberry Natural Park with project stakeholders.
- 1.2 **Illustrative Schematic Design Plan** – Utilizing the topographic and boundary surveys provided by the City of Hoschton as a base, W&A will develop an illustrative schematic design drawing incorporating the data collected from the Kick-Off meeting with project stakeholders.
- 1.3 **Stakeholder Presentation** – The Illustrative Schematic Design Plan will be presented in-person and on-site to the project stakeholders for review and feedback during the City of Hoschton retreat.
- 1.4 **Schematic Design Feedback and Revisions** – W&A will receive feedback from the project stakeholders and revise the Illustrative Schematic Design Plan accordingly.
- 1.5 **Construction Cost Estimation** – W&A will develop a “rough order of magnitude (ROM)” cost for the elements identified in the Schematic Design phase.
- 1.6 **Public Presentation** – W&A will present, in-person and on-site, the final Illustrative Schematic Design Plan to the project stakeholders and the community for review and feedback. The meeting will be hosted by the City of Hoschton.
- 1.7 **Public Comment Processing** – W&A will compile and document feedback received from the Public Presentation and deliver the collected public feedback to the City of Hoschton.
- 1.8 **Stakeholder Confirmation** – W&A will meet with the project stakeholders in-person or virtually to review the Illustrative Schematic Design Plan, public comments, and stakeholder input to develop a consensus on the final design direction.
- 1.9 **Client Review and Acceptance of Schematic Design Drawings.** – The conclusion of the Schematic Design phase shall be determined by the Client’s review and approval of the Illustrative Schematic Design Plan.
- 1.10 **Project Scope Review** – W&A and the City of Hoschton will review the project scope for consistency with the concept plan and this contract and review any changes before proceeding with design development.

## **2. Design Development**

### **2.1 Design Development Drawings**

- 2.1.1 Site Design Development Drawings** will be prepared based on the Clients approval of the Schematic Civil Site Plans. Changes to the Site Design Plans after Client approval of the Illustrative Schematic Design Plan may result in a Change Order or Additional Services and will be negotiated between the W&A and the City of Hoschton prior to proceeding with Site Design Development Drawings.
- 2.1.2 Design Development of Existing Conditions Plan** – Development of plan sheet(s) depicting the existing site conditions as outlined in the Schematic Design phase.
- 2.1.3 Design Development of Demolition and Removal Plan** –Development of plan sheet(s) depicting buildings, paved areas, fencing and utilities that are proposed to be demolished or removed.
- 2.1.4 Design Development of Civil Site Plan** – Development of plan sheet(s) depicting the proposed site features including proposed buildings, drives, sidewalks and other related hardscapes, parking space locations and counts, and site vehicular and pedestrian access.
- 2.1.5 Design Development of Paving and Hardscape Plan** – Design development of plan sheet(s) depicting paved areas and references to prepared Typical Paving Sections.
- 2.1.6 Design Development of Typical Paving Section Details** – Development of plan sheet(s) depicting proposed paving sections including paving sections and depths, pavement widths for proposed public or private roads, streets, drives, parking aisles, sidewalks, and curb and gutter.
- 2.1.7 Design Development of Site Grading and Drainage Plan** –Design development of plan sheet(s) depicting the proposed grading of the site including proposed topographic contours, finished floor elevations, and grading of retaining walls.
- 2.1.8 Design Development of Drainage Profiles** – Development of primary storm drainage network pipe profiles including pipe diameter and material, pipe inverts and top of drainage structure elevations, pipe slopes, hydraulic grade lines (HGL), pipe and inlet calculation tables, and utility crossings where known.
- 2.1.9 Design Development of Wall Envelope Plans** – Development of plan sheet(s) depicting the profile of existing and proposed grades along the centerline of proposed retaining walls.
- 2.1.10 Design Development of Erosion, Sedimentation, and Pollution Control (ES&PC) Plans** – Design development of a three (3) phase erosion, sedimentation, and pollution control plan depicting the location of required Best Management Practices (BMP's) as outlined by the Manual for Erosion and Sediment Control in Georgia for the purpose of acquiring applicable NPDES permits, including required details, calculations, and plan sheets.

- 2.1.11 Design Development of Construction Details** – Development of related construction details for project elements including details provided jurisdictions having authority, GDOT Standard details landscape and planting details, and other relevant details as specified by the Consultant.
- 2.1.12** The consultant will prepare Landscape Architecture design development drawings for use by the Client and for the coordination with the Architect, MEP, and other consultants. Landscape Architecture Design Development Drawings will be prepared based on the Client's approval of the Schematic Landscape Architecture Plans. Changes to the Landscape Architecture Design Development Plans after Client approval of the Schematic Landscape Architecture Plans may result in a Change Order or Additional Services and will be negotiated between the Consultant and Client prior to proceeding with Landscape Architecture Design Development Drawings.
- 2.1.13 Design Development Landscape Plan** Development of landscape plans for the project. This shall include the identification of existing landscape material that is to remain in the project and the protection measures required to protect it during the construction phase. It shall also include the design of new material on site and convey selection, layout, size and quantity. Details for installation shall be included in the detail section of this proposal. Additional survey to locate existing trees, if required, is outside of this scope and shall be performed as an additional service.
- 2.1.14 Client Review and Acceptance of Design Development Drawings.** – The conclusion of the Site Design Development Drawing phase shall be determined by the Client's review and approve the documents.
- 2.1.15 Changes and Revisions to Reviewing Authorities Codes, Ordinances, Standards, and Policies** – Changes to any reviewing authorities' codes, ordinances, standards and policies during the development of these plans may increase the scope of the proposed work or revisions to work in progress. The Consultant will report any changes to the Client upon discovery of such changes. Any changes in project scope or required revisions to work in progress will be invoiced at an HOURLY RATE or negotiated under a separate contract.

### **3. Construction Documents (CD)**

#### **3.1 Site Construction Documents**

- 3.1.1** The consultant will prepare final site construction document drawings for use by the Client for construction and will include the following plan elements:
- Cover Sheet
  - Legend and General Notes
  - Existing Conditions Plan
  - Demolition and Removal Plan
  - Site Plan
  - Paving and Hardscape Plan
  - Typical Paving Section Details
  - Grading and Drainage Plan

- Drainage Profiles
- Wall Envelope Plans
- Erosion, Sedimentation, and Pollution Control Plans
- Landscape Plans
- Construction, Landscape and Planting Details

**3.1.2 Changes and Revisions to Reviewing Authorities Codes, Ordinances, Standards, and Policies** – Changes to any reviewing authorities’ codes, ordinances, standards and policies during the development of these plans may increase the scope of the proposed work or revisions to work in progress. The Consultant will report any changes to the Client upon discovery of such changes. Any changes in project scope or required revisions to work in progress will be invoiced at an HOURLY RATE or negotiated under a separate contract.

#### **4. Site Development Plan Permitting**

**4.1 Site Development Permitting (Local)** – W&A will submit site construction documents to the local reviewing authority for review and approval, respond, revise plans, address comments and coordinate with the Local Issuing Authority (LIA) and the Client to obtain a Land Disturbance Permit.

**4.2 NPDES (State)** – (National Pollutant Discharge Elimination System Permit) – Due to construction disturbing more than one acre of the site, compliance with the NPDES permit will be required. Consultant will assist Client as they prepare and submit the Notice of Intent (NOI) for the project at least two weeks prior to the beginning of land disturbing activities on the site. Consultant will also provide the first inspection of the soil erosion measures that is required by the permit. Not included within this item is the continued daily, weekly, and monthly inspections required by the permit or the monitoring, record keeping and reporting required by the permit. These services can be provided by negotiated contract upon completion of the construction plans. It shall be the Contractor’s responsibility to prepare and submit Notice of Termination once site is stabilized.

**4.3** The Client and/or their Architect will be responsible for providing any required architectural plans or building elevations required to permit the site development plans.

#### **5. Bid Administration**

**5.1 Project Manual and Specifications** – W&A will assist the City with the development of a Project Manual, Specifications and Bid Documents sufficient for the complete bid of the Project.

**5.2 Bid Advertisement and Bid Documents** – W&A will prepare necessary documents for the distribution and advertisement of the proposed Project. The Consultant will assist the Client in advertising the Project, where by the Client shall be responsible for public notice and advertisement in the local Legal Organ and in the Georgia Procurement Registry. The Consultant will make available to potential bidders a digital copy of all Bid Documents.

**5.3 Pre-Bid Conference** – The Consultant will attend a Pre-Bid Conference and record attendees.

**5.4 Response to Questions** – The Consultant will respond to all Bid Questions for potential bidders.

**5.5 Bid Review and Award** – The Consultant will qualify bidders, tabulate bids, and provide recommendations to the Client. The Client shall be responsible for the final selection and award of the Project to the Contractor

#### Hourly Scope of Work

#### **6. Construction Administration**

**6.1 Pre-Construction Meetings** – The Consultant will schedule the required pre-construction meeting with the selected Contractor and Local Issuing Authority. The Client will be encouraged to attend and participate in the pre-construction meeting. The Consultant anticipates two (2) pre-construction meetings. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).

**6.2 Scheduled Site Meetings** – The Consultant will attend and engage in site meetings as requested by the Client and Contractor. The Consultant anticipates construction of the site to take four months during which we anticipate eight (8) bi-weekly Owner/Architect/Contractor (OAC) site meetings. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).

**6.3 Request for Information (RFI's)** – The Consultant will review all Request for Information from the Client and/or Contractor and provide written response. The Consultant anticipates ten (10) RFI's. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).

**6.4 Shop Drawing and Submittal Review** – The Consultant will review all shop drawing and submittals submitted by the Client and/or Contractor. The consultant anticipates ten (10) hours of the Project Engineer and/or Project Manager to review shop drawings and/or submittals. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule). Review of submittals is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades. Approval applies to general conformity with construction plans only. It is the contractor's responsibility to ensure conformity of submittal with the standards, specifications, & details of all authorities having jurisdiction. The contractor is responsible for providing all items required for complete installation whether noted in any submittal or not.

### **EXHIBIT 3**

#### **Additional Services and Exclusions**

1. Municipal, county, state and/or federal submission, review, and permit fees. The Client will pay for these fees within the timeframe required by the reviewing agencies, or be billed as a reimbursable expense;
2. Plots and prints for plan review, permitting, and copies for the client or contractor, plots and prints will be billed as a reimbursable expense;
3. Mileage and travel expenses, will be billed as a reimbursable expense;
4. Variances, rezoning or special uses;
5. Any work relative to redesign of the plan due to local, state or federal regulation changes which occur prior to obtaining all necessary plan approvals;
6. Design of retaining wall(s) and construction details as required for retaining wall(s) four feet or less in height. For retaining walls greater than four feet in height, Consultant will coordinate the design of the wall(s) with a structural engineer.
7. Preparation of off-site traffic improvements outside of the scope already included in this proposal, including, but not limited to the modification to existing traffic signals or the design of any new traffic signal or roadway widening plans;
8. Sanitary and storm sewer lift station design and permitting not included in the scope outlined in this proposal;
9. Public utilities, water and sanitary sewer main design, plan, or profiles;
10. Profiles of fire or domestic water mains;
11. Design of deceleration, left turn lanes, entrance plans, or road widening plans not included in the scope outlined in this proposal;
12. Preparation of electrical/lighting and wiring diagram design;
13. Structural engineering for Landscape Architecture elements.
14. Hydrogeological and geotechnical investigations and reports;
15. Environmental reporting;
16. Environmental Phase I ESA and Phase II ESA Studies;

17. Irrigations plans;
18. Environmental permitting, including, but not limited to FEMA and USACE permits;
19. Subsequent services required to identify endangered plants, insects, animals, or historic sites should they be identified;
20. Preparation or submittal of Section 404/401 Individual Permit Applications;
21. Services for identifying, addressing or mitigating any deleterious material that may exist on the site;
22. Preparation or submittal of Riparian Buffer Variance applications;
23. Phase I or Phase II archaeological investigations;
24. Section 7 Consultation with the US Fish and Wildlife Service;
25. On-site mitigation design;
26. Construction Observation and Administration outside the scope already included in this proposal;
27. Construction meeting attendance, observation, stakeout, as-built drawings, any transfer of drawings to contractors or third parties outside the scope already included in this proposal;
28. Preparation of any stand-alone easement exhibit drawings or legal descriptions outside the scope already included in this proposal;
29. Certification – Consultant will complete the necessary certification required by lenders and others. Services under this item will be invoiced at HOURLY RATES (see attached rate schedule).
30. Construction Surveying, ALTA survey, recombination plat, preliminary and final plats are not included in this scope of services.
31. Legal assistance and support for attorney. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).
32. Building architecture design and/or permitting services;
33. Title research;
34. LEED applications;
35. Utility potholing;
36. Traffic counts or traffic studies;



- 37. Private utility relocation plans;
- 38. Water and sanitary sewer connection fees, inspection fees, or similar government impact fees;
- 39. Flood plain modeling or analysis;
- 40. Electric Vehicle (EV) charging stations;
- 41. Design of runoff-reduction Best Management Practices (BMP's);
- 42. Design of stormwater management facilities;
- 43. Topographic or boundary surveys;
- 44. Lighting Plans;
- 45. Wayfinding;
- 46. Discipline coordination;
- 47. Legal counsel;

**EXHIBIT 4**  
**Unit Rates**

<b>W&amp;A Engineering, Inc.</b>					
<b>Unit Rates</b>					
<b>July 1, 2022 - June 30, 2023</b>					
<b>Description</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Rate</b>
Principal	Hr	\$ 325.00	Staff Engineer (EIT)	Hr.	\$ 120.00
General Counsel	Hr	\$ 240.00	Civil Engineering Specialist	Hr	\$ 95.00
Director	Hr	\$ 235.00	Sr. Landscape Architect	Hr	\$ 170.00
Sr. Program Manager	Hr	\$ 210.00	Landscape Architect	Hr	\$ 165.00
Program Manager	Hr	\$ 185.00	Sr. Design Associate	Hr	\$ 130.00
Sr. Planner	Hr	\$ 135.00	Design Associate	Hr	\$ 100.00
Planner	Hr	\$ 120.00	Survey (2-Man Crew)	Hr	\$ 175.00
Permit Specialist	Hr	\$ 110.00	Survey (Robot)	Hr	\$ 160.00
Sr. Project Co-ordinator	Hr	\$ 110.00	Survey Project Manager	Hr	\$ 140.00
Project Co-ordinator	Hr	\$ 95.00	Survey Co-ordinator	Hr	\$ 130.00
Principal Engineer	Hr	\$ 215.00	Survey Crew Chief	Hr	\$ 125.00
Sr. Project Manager	Hr	\$ 220.00	Survey Instrument Person	Hr	\$ 90.00
Project Manager	Hr	\$ 180.00	Sr. Drafter/Sr. Tech	Hr.	\$ 125.00
Sr. Project Engineer/Designer	Hr	\$ 160.00	Drafter/Tech.	Hr.	\$ 100.00
Project Engineer/Designer	Hr	\$ 150.00	Administrative	Hr.	\$ 70.00

**EXHIBIT 5**  
**General Terms and Conditions**

**W&A ENGINEERING GEORGIA, LLC**  
**TERMS AND CONDITIONS**  
**Effective Date: September 16, 2021**

1. *Cooperation and Client Obligations:* Client shall cooperate and to give all reasonable assistance to Consultant in furnishing all project information and access to resources for expediting services on this project. Client shall provide Consultant with a program that sets forth Client's objectives, schedule, a project budget, the procurement or delivery method for the project, any existing surveys, environmental reports or geotechnical reports pertaining to the project site, and other criteria and available information necessary for Consultant to perform its services. Client has designated and shall maintain a representative to act on Client's behalf and make decisions during the process, and Client shall indemnify and hold harmless Consultant from any claim that said representative does not or did not have authority to act in said capacity in this Project. Client shall engage the services of all specialty consultants and engineers deemed necessary by Consultant for the completion of the professional services. Client shall (1) provide correct information to Consultant as to the location of any subsurface structures, such as pipes, tanks, cables, easements and utilities on the subject property, and (2) notify Consultant of any potential hazardous substances or other health and safety hazard or conditions known to Client existing on or near the project site. Client shall be responsible for furnishing to Consultant any changes in said project information of which Client becomes aware or which are made by the Client as the work progresses.
2. *Client Supplied Project information and Reliance by Consultant:* Unless specifically excluded in the Agreement, Owner shall provide any and all data for the Project to Consultant, including, but not limited to, title opinions, surveys, environmental, hydrological and geotechnical information, easements, structures, power lines or poles, utilities, transmission lines or poles, rights of way, licenses, and boundaries. This shall be the Owner's obligation and responsibility irrespective of whether Consultant coordinates, contacts, hires, schedules, or advances payment to any such contractor or other consultant so as to facilitate Client's furnishing of this information to Consultant for use in the Project for Owner. Consultant recommends an ALTA land title survey, a/k/a ALTA/ACSM Land Title Survey, with title opinion, in all cases. Client may choose to proceed without said ALTA land title survey and title opinion, but in so doing, Client assumes any and all risks caused or associated therewith. Consultant will adhere to project information provided to Consultant by Client. However, Client agrees that Consultant will not be responsible for any negative or adverse outcome, damage, cause, loss, injury or claim which relates to or arises out of Consultant's reliance on and adherence to that project information. Consultant shall not be liable or responsible for any such negative or adverse outcome, damage, cause, loss, injury or claim and Client will defend, hold harmless and indemnify Consultant from and against all losses, costs, expenses and damages associated or related to such information supplied by or on behalf of Client, including any and all attorney's fees and costs incurred.
3. *Ownership of Documents:* All sketches, drawings, tracings, computations, notes, reports, plans, and

other original documents, in any medium now known or later developed, that are produced, developed, or supplemented by Consultant are “**Instruments of Service**” and shall remain the property of Consultant, subject only to applicable requirements of public agencies. These Instruments of Service are to be used solely for this specific project. Consultant shall retain all legal rights and use of the Instruments of Service and shall retain full protection under United States copyright law. At Client’s additional expenses, Client may contain reproducible copies of all plans for their file, provided all fees associated with the requested material have been paid and all bills are current. Client agrees that any work furnished to Client or Clients’ agents, for which full payment has not been made to Consultant, will be returned to Consultant upon demand and will not be used by Client for any purpose whatsoever or disseminated to any third parties by Client. Consultant reserves the right to refuse to stamp, sign, countersign, seal, print, copy, reissue, transmit, disseminate, or release any design documents, plans, specifications, etc., unless and until Client’s account is completely paid current and all outstanding invoices, statements, and reimbursable expenses have been paid in full.

4. *Indemnification:* Consultants’ responsibilities in performing services hereunder shall be limited to the scope of services to be performed solely for Client as set forth in the Agreement. Consultant, its officers, shareholders, agents and employees, shall have no liability of any kind to Client, its agents or any persons having express or implied contractual, business, or financial relationship with Client, for any acts, errors, and omissions of Consultant which do not fall within the scope of services set forth in the Agreement. Client hereby covenants and agrees that the total limit of Consultant’s liability to Client, and any liability of Consultant’s officers, shareholders, agents, and employees, from a claim caused in whole or in part from Consultants’ negligent acts, errors, or omissions, shall not exceed the total price associated with the applicable and specific category of services set forth in the Agreement. In the event there is no specific category of services for which an errors or omissions claim falls within, the total liability of Consultant shall not exceed the price actually paid or to be paid Consultant under the Agreement. Client agrees to waive all claims against the Consultant resulting from unauthorized changes or reuse of the drawings and data provided under this Agreement by anyone other than Consultant. In addition, Client shall indemnify and hold harmless Consultant from any damage, liability or costs, including reasonable attorney's fees and costs of defense, arising from changes made to the Instruments of Service by anyone other than Consultant.
5. *Statements:* Statements will be issued every four (4) weeks and are due and payable upon receipt and shall be deemed delinquent if payment is not received in hand before the 10th of the month following the invoice date. Accounts with unpaid balances on the 10th of the month will accrue finance charges at a rate of 1.5 percent per month (annual percentage rate of 18 percent; 18 % APR) from the delinquency date until paid in full. All payments received shall first be credited to the payment of delinquent interest and then to the principal balance due.
6. *Reimbursable expenses:* Client shall pay the cost of all reimbursable items such as charges, fees, permits, bond premiums, delivery charges, postage, fax transmissions, long-distance telephone calls, reproductions and copies, photographic enlargements and reductions, film processing and supplies, mileage, and any other charges and expenses not specifically covered by the foregoing. In the event that such reimbursable items are paid directly by Consultant, then the charges and expenses shall be invoiced at the direct cost plus 10 percent for handling. Sub-consultant and testing services arranged for, managed by, and paid by Consultant will also be invoiced at the direct cost

plus 10 percent.

7. *Travel Expenses:* Client shall pay the cost of all expenses incurred for in-town and out-of-town travel required to perform the services in this agreement. Expenses shall be invoiced at their direct cost to Consultant. Automobile mileage shall be invoiced at fifty-eight cents (\$.58) per mile. Out-of-town travel shall be made at the request or concurrence of Client. Mileage expenses will be reviewed and adjusted as necessary.
8. *Prompt payment:* Client shall promptly review invoices and notify Consultant of any objection thereto. In the event Client fails to notify Consultant of any objection, in writing, within ten (10) calendar days of receipt of the invoice at issue, the invoice shall be deemed accepted by Client as stated. Notwithstanding any other rights and remedies Consultant may have at law or equity, and without waiving same, Consultant shall have the right to cease work and services, without terminating this Agreement, if and when payment is thirty (30) calendar days past due. In addition to Consultant's right to cease work or terminate the Agreement, and without waiving any rights, if the account is past due Consultant shall have the right to request and receive commercially reasonable, objectively verifiable adequate assurances of Client's ability to pay past and present amounts owed or to be owed under the Agreement.
9. *Collections and Attorney fees:* Consultant shall have the right to utilize and consult with its attorney for past due amounts, and if the services of an attorney at law are used to consult with an attorney, demand, notify of claim, begin collecting, or to collect past due amounts ("collection"), Client shall be liable and responsible for all fees and costs of collection, including, but not limited to, attorney fees, which attorney fees shall be the actual attorney's fees incurred or a fee of 15 percent of the total outstanding balance of Client whichever is greater.
10. *Governmental or Regulatory changes:* In the event any governing agency or entity, including local, state, federal agencies or regulatory bodies, amend, change or alter any rule, law, ordinance, statute, or requirement, or any interpretation or application of same as applied to the Project, after services have begun, the compensation quoted in the Agreement will be subject to renegotiation for additional services caused or related to such change, and in the event the parties cannot agree on an increase, Consultant shall be entitled to an equitable adjustment that fairly reflects the time and costs associated with and incurred by such change.
11. *Termination:* This agreement may be terminated by either party for cause if either party (i) substantially fails to honor a material obligation of the Agreement, or (ii) declares bankruptcy or is otherwise insolvent. In the event a party intends to terminate for cause, the party shall provide written *notice of intent to terminate*, which notice shall specify with particularity the reason(s) for the intent to terminate, and the other party shall have seven (7) calendar days after receipt of the notice in which to respond in writing to the notice of intent to terminate and in which to cure any alleged deficiency. Payments past due by more than 60 days, for any amount, shall be deemed to be cause for Consultant to terminate the Agreement for cause or, at Consultant's option, to cease work under the Agreement. In the event of a termination by Client for Convenience or in the event Consultant terminates for cause, Consultant shall be paid for services rendered and costs incurred hereunder through the date of termination, all expenses, fees, and costs through the date of the termination, plus estimated anticipated profit on the remaining balance of work that was to be performed under the Agreement

along with all costs, expert fees, and attorney fees actually incurred in relation to the claim. If Client cancels and/or terminates this Project without cause before Client or Consultant receives approval from the appropriate governing agency, Client agrees to pay the remaining balance on all work started and/or completed through the date of cancellation or termination plus Consultant's estimated anticipated profit on the remaining balance of work that was to be performed under the Agreement and all costs and attorney fees actually incurred in relation to the claim.

12. *Waiver of consequential damages:* Both parties waive consequential, incidental, and indirect damages that may flow from, relate to, or arise from any claim for breach of contract and/or a claim for negligence of the other party in relation to this Agreement. Such consequential, incidental, and indirect damages include, but are not limited to, lost profits (except in the event that Consultant is terminated without cause), loss of production, loss of revenue, loss of use, business interruption, and lost goodwill, as well as any special or punitive damages.
13. *Warranties:* Consultant makes no representation, guarantee or warranty, express or implied, as to soil conditions unless specifically included in this Agreement, and Consultant is not liable or responsible for the accuracy of any information or data furnished by Client, its agents, or other persons with whom Client has contracted or hired, including but not limited to plans, specifications, reports, or any other data, regardless of whether Consultant was involved in coordinating, engaging, or advancing payment to the person supplying the information or data for Client. Consultant warrants that its services will be performed within the standard degree of care ordinarily exercised under similar conditions as applicable to the actual services to be rendered hereunder by landscape architects, engineers and surveyors, as the case may be, if said service is deemed to be a professional service, or otherwise with reasonable and due care. No other warranty or representation, either expressed or implied, is included or intended in this Agreement, or in Consultant's proposals, letters, communications, contracts, plans, surveys, or reports, either written or oral.
14. *Construction Cost estimates:* In the event Consultant has already supplied or does hereafter provide any opinion of the possible construction costs, Client understands that Consultant has no control over the contractor's method or amount of pricing, or the cost of labor, equipment, or materials, and that such opinion is made without warranty, express or implied, as to the accuracy of its opinion or probable construction costs, or in relation to whether bids or actual costs shall approximate same. Consultant shall not be held liable for any harm, damages, claims, or costs to Client or others by any error in providing the cost estimate unless shown by clear and convincing evidence to have been done by Consultant willfully and in bad faith.
15. *Earthwork estimates:* In the event Consultant has already provided or does hereafter provide any opinion as to any earthwork estimates, such as estimates concerning a balance of cut and fill on the site, Client acknowledges that the accuracy of the estimate is dependent on many factors that are highly variable, and Consultant therefore makes no warranty, expressed or implied, as to the accuracy of these estimates. Consultant shall not be held liable for any harm, damages, claims, or costs to Client or others by any error in providing the earthwork estimate unless shown by clear and convincing evidence to have been prepared by Consultant willfully and in bad faith.

16. *Severability*: Any provision herein that shall prove to be invalid, void, or illegal shall in no way effect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.
17. *Dispute Resolution*: (a) If a dispute arises from or relates to the Agreement, or the alleged breach thereof, and if the dispute cannot be settled through direct discussions, both W&A and Client agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under its Construction Industry Mediation Procedures before resorting to arbitration. If mutually agreed by the parties, the mediation may be conducted with a mutually-selected mediator, with no need for a AAA filing and administration of the mediation. The parties agree that any mediation proceedings will be held in Athens, Georgia. (b) W&A and Client further agree that any unresolved dispute, controversy, or claim arising out of or related to the Agreement, or the alleged breach thereof, shall be resolved by binding arbitration administered by the AAA in accordance with its Construction Industry Arbitration Rules (the “Rules”). If mutually agreed by the parties, the arbitration may be conducted with a mutually- selected arbitrator, with no need for a AAA filing and administration of the arbitration, although the AAA Rules will otherwise apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The locale for any arbitration hearing shall be Athens, Georgia unless otherwise mutually agreed by W&A and Client, and only in-person hearings will be allowed. Both W&A and Client agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. Except as may be required by law, neither W&A, Client, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both W&A and Client.
18. *Claims Filing*: Any claims, demands, lawsuits, or causes of action by Client against Consultant related to or arising out of the services performed under this Agreement, or for acts, error and omissions arising out of or relating to this Agreement, shall be filed and served within 12 months from the date services were last performed by Consultant for the Client under this Agreement. Failure to comply with this time limitation shall be an absolute bar to any such claim, demand, suit, or cause of action, right of action Client has or may have against Consultant.
19. *Non-assignment, No Third-Party Beneficiary status, and No right of Third Party to rely on services performed*: Neither party may delegate, assign, sublet or transfer its duties under or interest in this agreement without the prior written consent of the non-assigning party. Services are performed by Consultant solely for the named Client to this Agreement, and there is no consent, intent or agreement by Consultant for any third party to be deemed a beneficiary of this Agreement, or for any third party to rely upon any seal, stamp, signature, certification, or service performed by Consultant in any way whatsoever. No third party not in privity of contract with Consultant for this Agreement shall rely on any information or services performed under this Agreement, and if third party does so rely it is unjustified reliance, at his or her own risk, and he or she assumes any and all risk associated with the information not being accurate or correct. Consultant shall have no liability to any third party not in privity of contract. In addition to the above limitation, and not in derogation

thereof, in no event shall Consultant have any liability to any third party unless that third party is actually known to Consultant and intended by Consultant to be a direct recipient of the information or service and who Consultant has actual particular knowledge that said third party will be directly relying on said information or service prior to or at the time of performance of the service, and Consultant has consented in writing that said party shall be entitled to rely on this information or services prior to the information or services being rendered by Consultant.

20. *Authority to sign:* Each signer to this Agreement represents by signing this agreement that said person has the capacity, competency, and authority to enter into the same and bind each and every party, their heirs, successors, assigns, fellow beneficiaries in trust, and/or partners, to the terms and conditions as herein set forth. If Client is a corporation, company, partnership, or joint venture, the signer shall clearly indicate the full legal name of the corporation, company, partnership, joint venture, or entity for which he is signing and specify his capacity in signing, otherwise the signer is signing in his or her individual capacity.
21. *Ownership of Property to which services relate:* These services are for Client, but also to the extent they are services related to the real property at issue, Consultant has a right to be kept informed as to the true and rightful owner, whether of record or based on unrecorded deeds, at all times during the Project or while Consultant is performing services for the Client in connection with the Project or Property. Unless otherwise noted, Client is the sole owner of the Property at for which these services are being provided. If the Owner is a different entity, Client shall so specify by identifying below, and Client shall truthfully and accurately provide an Owner Authorization upon request. Client hereby indemnifies and holds harmless Consultant for any claim or cause of action in any way related to the lack of authority or permission or consent of the Owner of record for Consultant to perform services for or in relation to the property, including but not to any claim of trespass to property if Client in fact is not the owner of record and the owner of record asserts that these services were done without its knowledge or consent. Client shall upon request specify the factual relationship and internal ownership and management by, between and among Client and the Owner of record in the event Client is not the Owner of record. If Property is owned by another entity other than Client, Client shall so indicate or attach a copy of the Deed for the property at issue, revealing the identity of the Owner.:
22. *Publicity:* Client agrees to include Consultant's name on the job sign at the construction site and in any publication or press coverage relating to Consultant's work.
23. *Time of Performance:* The services of Consultant are to commence as soon as reasonably practical after the execution of this Agreement and shall be undertaken and completed in a commercially reasonable time period. Consultant shall not be responsible for delays caused by Client, its agents or employees, or any other delays beyond Consultant's reasonable control. If Consultant is delayed at any time due to events beyond Consultant's reasonable control, the time of completion shall be extended for a period equal to the number of days the work has been prevented, interrupted, or delayed. If the interruption is in excess of ninety (90) days, Consultant will charge an additional fee of thirty percent (30%) percent of the total fee for restarting the project.
24. *Preliminary Work:* From time to time during the course of the Project, the Consultant may provide Client with preliminary working drawings, sketches, opinions of probable cost, draft specifications,



etc. Such documents may or may not be labeled as "Draft" or "Preliminary." Regardless, Client should not under any circumstances use such information as if it were final. Preliminary documents have not been fully reviewed and may change substantially prior to final submittal.

25. *Force Majeure*: An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of Force Majeure, the obligations of Consultant to perform its scope of services shall be suspended for the duration of the event of Force Majeure. In such event, Consultant shall be equitably compensated for any time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure.
26. *Limitation on Liability*: Consultant shall not, under any circumstances, be liable to Client or any third party for any loss of revenue, lost profits, loss of production, down time, loss of use, business interruption, any other indirect or consequential damages, or for any exemplary, special, or punitive damages arising out of or otherwise related to the Agreement, the project documents, or Consultant's services, whether caused by client's breach of contract, negligence, statutory law, or any other legal theory. Notwithstanding anything to the contrary herein, consultant's total aggregate liability to client for any damages arising from or related to the Agreement, the project documents, or Consultant's service, for any reason whatsoever and irrespective of form or forum, shall be further limited to the total amounts paid by Client to Consultant during the six (6) months prior to the assertion of such claim, demand, or otherwise. Client acknowledges that the remedies provided for herein are exclusive and in lieu of all other remedies. The foregoing limitations on liability shall apply even if the above stated remedy fails of its essential purpose.
27. *Non-Solicitation*: During the period commencing on the effective date of the agreement and ending one year following the termination date of the Agreement, the Client and its agents, its owners, employees, agents, or any person or entity having contractual relationships with Client shall not, without the Consultant's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other services of the Consultant or (ii) hire, on behalf of the Client or any other person or entity, any person who is employed by the Consultant. during the period commencing on the effective date through and ending two years following the termination date of the Agreement, the Client will not, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the Consultant with, or endeavor to entice away from the Consultant, any person who during the term of the Agreement is, or during the preceding two-years period, was co- investor, co- developer, joint ventures or other customer of Consultant.

PREPARED FOR :  
BETTER COMMUNITIES COLLABORATIVE



**W&A Engineering**  
*Building Better Communities*

# STATEMENT OF QUALIFICATIONS

City of Hoschton  
Mulberry Natural Park

February 03, 2023



# W&A ENGINEERING

Founded in 1999, W&A Engineering, LLC is a rapidly growing multidisciplinary engineering firm headquartered in Athens, Georgia providing surveying, civil engineering, landscape architecture, traffic engineering, and economic development services. Known for our innovative design, efficient engineering, and professional service, W&A Engineering has been the trusted partner of community leaders and developers driving sustainable growth throughout the United States for over 20 years.

## PROJECT BACKGROUND

Utilizing a mix of creative and analytical engineering, our team efficiently moves projects from inception to completion in a wide variety of public and private sectors. W&A Engineering has project experience in 45 states and continues to expand services and forge partnerships in the nation's most dynamic cities. Through a robust network of partners throughout the nation, we are able to call on in order to meet the specific needs of each project. We believe in innovative design and efficient engineering, not a "one size fits all" approach. Our ability to work together as a part of a high-performing team allows us to deliver projects faster and with a higher level of service to our clients.

## OFFICES



### W&A Engineering Athens, Est. 1999

355 Oneta Street Suite D100  
Athens, GA 30601  
706-310-0400



### W&A Engineering Monroe, Est. 2020

1002 South Broad St.  
Monroe, GA 30655  
770-267-4703



### W&A Engineering Augusta, Est. 2017

100 Grace Hopper Lane Suite 3716  
Augusta, GA 30909  
706-726-9706



### W&A Engineering Atlanta, Est. 2021

2300 Windy Ridge Pkwy SE Suite 1105  
Atlanta, Georgia 30339  
404-551-3634



### W&A Engineering Nashville, Est. 2018

4101 Charlotte Ave. Suite E215  
Nashville, TN 37209  
615-610-1023



### W&A Alabama, Est. 2021

2100 Southbridge Pkwy Suite 654  
Birmingham, AL 35209  
615-610-1023

## LEADERSHIP

**Jon Williams, ASLA, PLA**  
President/CEO  
JWilliams@WAEngineering.com

**Jerry Hairston, Jr., PE**  
Chief Operating Officer  
JHairston@WAEngineering.com

**Buck Bacon**  
Government and Community  
Services Director  
BBacon@WAEngineering.com

**Scott Haines, ASLA, PLA**  
Director of Operations, Athens  
SHaines@WAEngineering.com

## STAFF

Corporate/Admin	34
Engineers	28
Surveying	46
LA and Design	6
Planning	14
Marketing/ BD	6
<b>Total</b>	<b>128</b>



February 3, 2023  
City of Hoschton  
79 City Square Street  
Hoschton, GA 30548

Dear City of Hoschton Selection Team,

W&A is an appropriately-licensed multi-disciplinary engineering firm with offices in Georgia, Tennessee, and Alabama. Over the past 23 years, our firm has grown to offer civil engineering, traffic engineering, surveying, landscape architecture, land planning, and economic development consulting services with a staff of over 135 people. Our team has managed projects in over 45 states and has become a leader in economic development, assisting public and private sector clients with their infrastructure, design, and site development needs.

We at W&A believe that our clients, employees, and communities deserve the best. We believe that engineering partnerships with clients and development partners is the best way to ensure successful project delivery. In reviewing this packet, you will find that W&A has extensive experience working with communities, clients, and governments to create beautiful spaces where innovation and inspiration converge in the form of total development solutions.

We pride ourselves on being professional, prompt, and responsive; tailoring individualized responses to each project by providing creative, innovative solutions that keep our projects on time and on budget. We are confident that our team will not only meet but exceed your expectations for this project. Our team has read the scope of services and is prepared to provide all services outlined.

W&A is part of the Better Communities Collaborative (BCC), a family of innovative businesses with the unified mission to work towards a better tomorrow. Along with the services offered by our firm included within this proposal, the Better Communities Collaborative also offers traffic studies and design under our affiliate ClearCourse, utility location services & subsurface utility engineering under our affiliate GroundHawk, and LiDAR scanning and mapping services under our affiliate Geolucix. The services of all Better Communities Collaborative are readily available to The City should any of these services be required or offer opportunities to save Hoschton money throughout the lifecycle of this project.

W&A is thrilled about the opportunity to work with the City of Hoschton, and we look forward to meeting with you again to discuss how we can help you exceed your project goals.

Sincerely,

A handwritten signature in blue ink that reads 'Scott Haines'.

Scott Haines ASLA, PLA  
Director of Operations, Athens  
706-310-0400  
SHaines@WAEngineering.com





# BUCK BACON

GOVERNMENT AND COMMUNITY SERVICES DIRECTOR

## EDUCATION

Old Dominion University  
Norfolk, Virginia

Athens Technical College,  
A.A.S.

## EXPERIENCE

W&A Engineering,  
since 2015  
Other Firms, 14 years

## REGISTRATION

Level II Certified Plan Reviewer  
• Georgia: 13317

## MEMBERSHIPS

- Athens-Clarke County (A-CC) Utilities Coordination Committee
- A-CC TSPLOST 2017 Citizens Advisory Committee
- A-CC Citizens Government Academy
- American Society of Civil Engineers
- A-CC Clean and Renewable Energy Plan Citizen Advisory Board
- A-CC Federation of Neighborhoods

## PERSONAL PROFILE

Buck joined W&A Engineering in 2015 after 14 years of service in local government. During his time working with Athens-Clarke County, Buck served in various roles ranging from Plan Reviewer and Design Engineer to Administrator and Construction Manager for public infrastructure projects, including water and sanitary sewer, roadway and transportation, sidewalks, parks and trails, and stormwater facilities. At W&A, Buck has served clients in various capacities as Project Manager, Director of Engineering, and now as the Government and Community Services Director. Buck endeavors to create effective, efficient, and innovative engineering solutions for each project. His ability to align himself with our clients and understand their needs has allowed W&A to build better communities by keeping an ongoing dialog with community stakeholders. Buck values client input and involvement during project planning and all phases of design and construction making him the perfect client manager for this project.

## RELEVANT EXPERIENCE

### Park Experience

- Athens Church Greenspace: Athens-Clark County, GA
- Watkinsville Woods: Oconee County, GA
- Oconee LAS Park: Oconee County, GA
- Milledge Avenue/Woodlawn: Athens-Clarke County, GA

### Firefly Trail- Athens-Clarke County, Oglethorpe County, and Greene County, GA

The Firefly Trail is a Rails-to-Trails project with a regional impact, providing opportunities for recreation, economic development, and alternate modes of transportation. This project is funded with TSPOST funds and managed by the Athens-Clarke County Leisure Services Department. As Project Manager, Buck coordinated between W&A and stakeholders. He also provided QA/QC for the civil engineering team.

### Oconee Veterans Park- Oconee County, GA

The Oconee County Veterans Memorial Park is a 197-acre multi-use recreational facility. The current expansion of the park includes three multi-use fields, fencing and backstops, field grading and sod, a concession building with restrooms and maintenance facilities, 318 parking spaces, and more. Buck led the civil design team providing QA/QC and Project Manager services.

### ESP Miracle League Field and Playground-Oconee County, GA

Buck and the W&A team worked closely with the nonprofit, Extra Special People, to develop a masterplan and provide civil engineering and landscape design services. Amenities in the park include a baseball field, a new fully-accessible playground to replace the aging elements of the existing playground, renovation of the existing gym to provide additional bathrooms, and connectivity from City Hall to the park. Buck worked as the project manager and coordinated between W&A and stakeholders. He also provided QA/QC for the civil engineering team.



# SCOTT HAINES, ASLA, PLA

DIRECTOR OF OPERATIONS, ATHENS

## EDUCATION

University of Georgia  
Athens, Georgia  
B.L.A., 2004

## EXPERIENCE

W&A Engineering,  
since 2004  
Other Firms, 1 years

## REGISTRATION

Professional Landscape  
Architect:  
• Georgia: 1619  
• Tennessee: 1244

## MEMBERSHIPS

American Society of  
Landscape Architecture

## PERSONAL PROFILE

Scott Haines obtained his bachelor’s degree in Landscape Architecture from the University of Georgia in May 2004. Since joining W&A Engineering in September 2004, Scott has worked as the Director of Landscape Architecture (LA) and as the Director of Operations. His responsibilities as Director of LA include coordination of local rezones, analysis and design for commercial and residential projects, entrance/amenity design, the generation of graphics, landscape design, irrigation design, traffic efficiency, and construction management. As Director of Operations, Scott has extensive experience working with local clients and municipalities to bring man-made elements into harmony with the natural environment. Scott has designed numerous streetscapes, parks, and recreation spaces that enhance the environment, resolve design challenges, and enhance the value of our client’s communities.

## RELEVANT EXPERIENCE

### Park Experience

- ESP Camp Hooray: *Oconee County, GA*
- Pointe Grand Augusta: *Richmond County, GA*
- City of Washington Streetscape Enhancement: *Wilkes County, GA*
- Watkinsville Woods: *Oconee County, GA*
- UNG Gainesville Campus Masterplan: *Hall County, GA*

### Firefly Trail- *Athens-Clarke County, Oglethorpe County, and Greene County, GA*

The Firefly Trail is a Rails-to-Trails project with regional impact, providing opportunities for recreation, economic development, and alternate modes of transportation. This project is funded with TSPOST funds and managed by the Athens-Clarke County Leisure Services Department. As the lead landscape architect, Scott worked on permitting, project coordination, project management, participated in community engagement, and more.

### Oconee Veterans Park- *Oconee County, GA*

The Oconee County Veterans Memorial Park is a 197-acre multi-use recreational facility. The current expansion of the park includes three multi-use fields, fencing and backstops, field grading and sod, a concession building with restrooms and maintenance facilities, 318 parking spaces, and more. Scott led the landscape architecture team, conceptual design, and client coordination.

### ESP Miracle League Field and Playground-*Oconee County, GA*

Scott and the W&A team worked closely with the nonprofit, Extra Special People, to develop a masterplan and provide civil engineering and landscape design services. Amenities in the park include a baseball field, a new fully-accessible playground to replace the aging elements of the existing playground, renovation of the existing gym to provide additional bathrooms, and connectivity from City Hall to the park. Scott worked on concept development and project management.



# LAUREN GARREN, PE

SENIOR PROJECT MANAGER

## PERSONAL PROFILE

Lauren joined W&A Engineering in the summer of 2022. Having graduated with a Bachelor of Arts in Business and Administration and Management, General from Augusta University in 2008, she went on to receive her Bachelor of Science in Civil Engineering in 2014 and Bachelor of Science in Civil Engineering/Construction in 2015 from the Georgia Institute of Technology. Lauren's 10+ years of engineering consultant experience covers a range of land development project types including senior living, hospitality, commercial, multifamily, office campus developments, and mixed-use developments. Since coming to W&A, Lauren has contributed to several projects providing client coordination and civil design as part of our technical team.

## EDUCATION

Georgia Institute of Technology  
M.S., Civil Engineering/  
Construction  
Engineering, 2015

Gergia Institute of  
Technology B.S., Civil  
Engineering, 2014

Augusta University  
B.A., Business  
Administration and  
Management, General,  
2008

## EXPERIENCE

W&A Engineering,  
since 2022  
Other Firms, 9.5 years

## REGISTRATION

Georgia-Licensed  
Professional Engineer  
• Georgia: PE044111

## RELEVANT EXPERIENCE

### Mixed-Use Experience

- Southern Post: *Fulton County, GA*
- Fourth Ward: *Fulton County, GA*
- Poplar Place: *Coweta County, GA*
- The Interlock : *Fulton County, GA*

### Alpharetta City Center-*Fulton County, GA*

The award-winning Alpharetta City Center (ACC) is a 26-acre mixed-use destination developed in partnership with the City of Alpharetta to expand the existing downtown historic district by six city blocks. The development is home to Alpharetta City Hall; Fulton County Library; 74,000 square feet of retailers and restaurants; 36,000 square feet of office space; and 168 luxury apartments. Additionally, visitors of the property have access to several on-site greenspaces, including the five-acre Brook Street Park and the one-acre Town Green.

The project's design incorporates existing historic buildings and trees and replications of buildings that sat on the site in the 19th century. Alpharetta City Center received a 2018 Development of Excellence award from the Atlanta Regional Commission and the 2019 ULI Atlanta People's Choice Award in the "Public Realm" category. Lauren acted as project manager and civil engineer on this project.

### Project Manager-*Atlanta, GA*

As a Project Manager at Kimley Horn, Lauren managed multiple projects from inception to completion. She also designed and planned the production, quality assurance and control, jurisdictional permitting, construction administration, financial performance, and staff personnel on the projects. Her responsibilities included performing site civil engineering design for a variety of projects including mixed-use, multi-family residential, industrial, institutional, and commercial projects. This includes the layout of buildings, parking facility design, vehicular and pedestrian site access, horizontal and vertical road alignment, ADA sidewalk and hardscape design, site grading, and utility design.



# STEVEN KESLER, PLA

LANDSCAPE ARCHITECT

## EDUCATION

University of Georgia,  
Athens, Georgia B.L.A.,  
2018

## EXPERIENCE

W&A Engineering,  
since 2018  
Other Firms, 1 years

## REGISTRATION

Professional Landscape  
Architecture  
• Georgia: LA001939

## PERSONAL PROFILE

Stephen Kesler joined the landscape architecture department at W&A Engineering as a Design Associate in 2018 shortly after graduating with a Bachelor's degree in Landscape Architecture from the University of Georgia. Since joining W&A, Stephen has proven to be a valuable member of our landscape design team. He has worked on a variety of project types including amenity design, ADA accessibility projects, and parks and recreation masterplan projects. His main responsibilities include design setup and line work, performing project research, preparing conceptual design renderings, marketing and demonstration plan design and review, and performing landscape plan revisions, as well as erosion control plan development. Stephen is well-versed in CAD and often works with the other members of the W&A design team and other departments to assist with site and grading plan layouts.

## RELEVANT PROJECT EXPERIENCE

### Park Experience

- Athens Church Greenspace: *Athens-Clarke County, GA*
- Presbyterian Homes: *Oconee County, GA*
- Milledge Avenue/Woodlawn: *Athens-Clark County, GA*
- Willow Creek: *Oconee County, GA*
- ESP Camp Hooray: *Jackson County, GA*

### Firefly Trail- *Athens-Clarke County, Oglethorpe County, and Greene County, GA*

The Firefly Trail is a Rails-to-Trails project with regional impact, providing opportunities for recreation, economic development, and alternate modes of transportation. This project is funded with TSPOST funds and managed by the Athens-Clarke County Leisure Services Department. As the lead landscape architect, Scott worked on permitting, project coordination, project management, participated in community engagement, and more. Stephen worked as an LA designer on this project, providing plan development and revisions.

### Oconee County LAS Park- *Oconee County, GA*

Stephen has worked with the W&A landscape architecture team to provide conceptual plans and graphic renderings for a new County park as part redevelopment of the counties existing 250-acre Land Application System (LAS) Sewer treatment facility which is likely heading for decommission in the near future. The conceptual park plan contains multiple multi-use fields, several miles of walking paths and separate mountain bike trails, a dog park, an area for disc golf and a passive area with picnic shelters, and a big pavilion.

### ESP Miracle League Field and Playground- *Oconee County, GA*

Stephen worked closely with the nonprofit, Extra Special People, to develop a masterplan landscape design services to develop an all-accessible baseball park located inside an existing park facility, Harris Shoals, located in Watkinsville, GA. Amenities in the park include a baseball field, a new fully accessible playground to replace the aging elements of the existing park playground, renovation to the existing gym building to provide additional bathrooms, and providing connectivity from City Hall to the park.





# DESIGN DEVELOPMENT PROCESS

The W&A team seeks to be more than just a designer for this project; we seek to build a partnership with the City of The City of Hoschton (the City). in order to be a resource to the City and project stakeholders for this project and future opportunities. Our team proposes the following Design Development Process:

01

## **Project Start**

02

## **Client Kickoff Meeting with the City of Hoschton and the W&A Team**

The proposed team will schedule a kickoff meeting with the City of Hoschton and stakeholders to better understand the full scope of the project and to understand the needs of the City.

03

## **Development of Illustrative Schematic Design**

W&A will prepare a conceptual site plan depicting the location of the proposed park.

04

## **Stakeholder Presentation with the City of Houston**

W&A will present the schematic design to the City of Hoschton.

05

## **Process Feedback/ Remission**

After the presentation of the schematic design, the City of Hoschton will provide feedback to the W&A team. There will be an opportunity for the team to make edits to the design.

06

## **(Optional) Rough Order of Magnitude**

07

## **Public Presentation**

Upon design remission, W&A will work with the City of Hoschton to provide a presentation to the Public.

08

## **Process Feedback**

The W&A team will process feedback from the public with the City of Hoschton.

09

## **Stakeholder Confirmation/Discussion of Public Comments with the City of Hoschton**

W&A, the City, and stakeholders will meet to discuss the feedback collected during the public presentation.

10

## **Design Development Phase/City of Hoschton Stakeholder Review**

W&A Engineering will furnish documents consisting of drawings and other documents to fix and describe the size and character of the entire project; these documents will be complete, accurate, in compliance with current regulatory legislation, and to the satisfaction of the client. This phase will address the project's technical requirements, outline the end product in which the talents of the design team are focused and effectively utilized, and depict a space that is functional, efficient, aesthetically pleasing, and in line with the preexisting environment.



## DESIGN DEVELOPMENT PROCESS

11

### **Construction Documents**

W&A will prepare construction documents for use by the client consistent with common practice in the field of civil engineering. The documents will contain adequate detail to direct a competent contractor in constructing the proposed site improvements. The requirements of local reviewing authorities as well as applicable state and federal regulations will be incorporated into the documents as required to obtain applicable land development permits. The documents will be based on a concept plan approved by the City of Hoschton. Changes to the concept plan requested by the City or required by unforeseen circumstances after document preparation begins are excluded.

12

### **Permitting**

W&A will secure the necessary permits to complete this project.

13

### **Bid Administration**

W&A will work with the City to prepare & solicit bids, and to assist in the award of the construction contract.

14

### **Construction Administration**

W&A will schedule the required pre-construction meeting with the selected Contractor and Local Issuing Authority. The City will be encouraged to attend and participate in the pre-construction meeting. W&A will attend and engage in site meetings as requested by the City and Contractor. W&A will review all request for information from the City and/or Contractor and provide written response. W&A will review all shop drawing and submittals submitted by the City and/or Contractor.

15

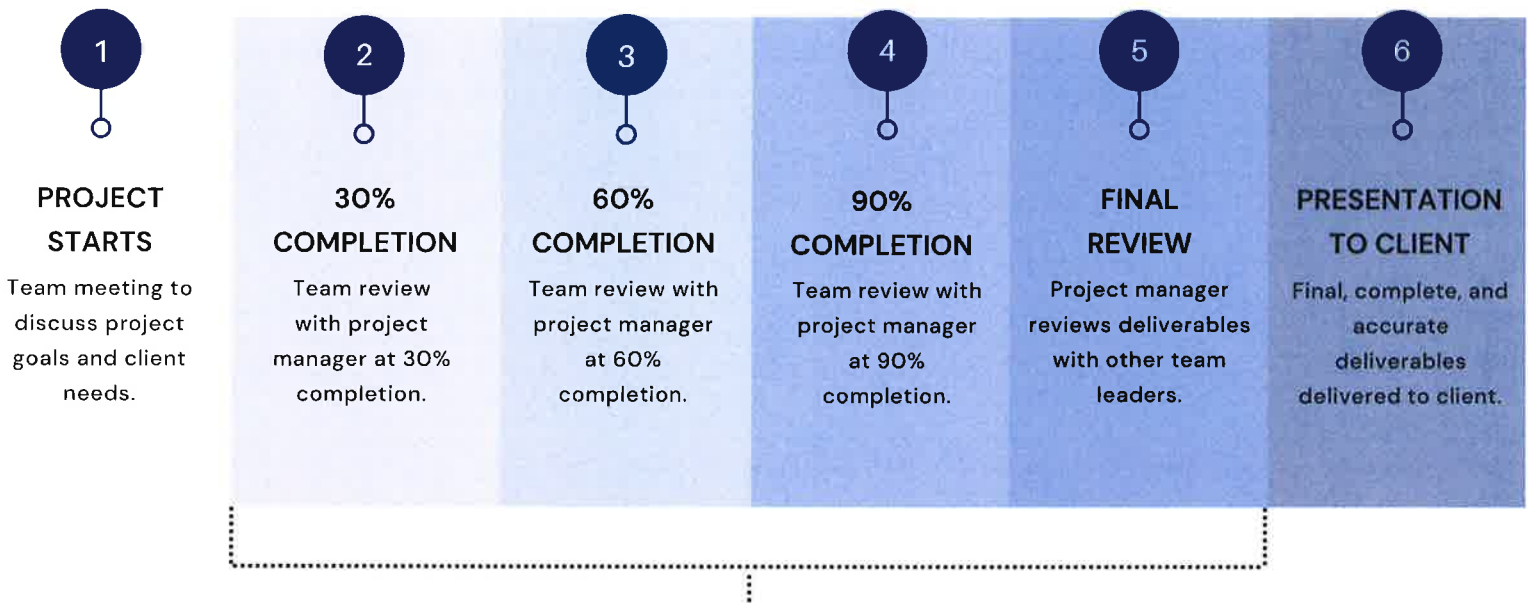
### **Project Completion**



# QA/QC POLICY

W&A Engineering has been the trusted partner of communities all across the southeast for over two decades. Known for our efficient, innovative, and creative design solutions, it is our policy to produce consistent, reliable, and defect-free deliverables for our clients ensuring their project goals are met and exceeded.

Our project teams monitor in-progress plans at four separate points in the design development cycle: once at 30% completion, 60% completion, 90% completion, and when ready for final review. At these milestones, the design development staff submit in-progress plans to project managers who review for technical accuracy, presentation, clarity, completeness, legibility, and layout.



*During the review, the project manager identifies areas needing improvement and works with the design staff to find solutions to any problems, inconsistencies, or clarity issues. Once plans pass each benchmark, the design team resumes design development until the next milestone is met, at which point the review process between the design staff and the project manager begins again.*

Once deliverables are ready to be delivered to clients, the project manager reviews the final products one more time with other team leaders, coordinating across disciplines, and attempting to identify any last-minute questions, comments, concerns, etc. that would necessitate further review.

Our quality assurance and quality control policy ensures a collaborative experience for the members of our project team with each milestone presenting learning opportunities to better the flow and partnerships of various team members for future projects. This policy also allows our team to ensure that environmental impact and construction costs are kept to a minimum, that the construction phase is expedited as much as possible, and that all information is presented in a clear and concise manner, consistent with the high-quality and technically-sound work which we have become known for within the industry and across the southeast.



# ESP MIRACLE LEAGUE FIELD AND PLAYGROUND

Oconee County, Georgia



## DESCRIPTION

The W&A team have been working closely with the nonprofit, Extra Special People, to develop a masterplan and provide civil engineering and landscape design services to develop an all-accessible baseball park located inside an existing park facility, Harris Shoals, located in Watkinsville, GA. Amenities in the park include a baseball field, a new fully accessible playground to replace the aging elements of the existing park playground, renovation to the existing gym building to provide additional bathrooms, and providing connectivity from City Hall to the park.

## STATISTICS:

- Services provided included: civil pre-design master plan, due diligence, site selection, permitting, and surveying.
- Baseball field, accessible playground, renovations of multiple buildings, increased connectivity

## TEAM:

**Principal in Charge**  
Jon Williams, ASLA, PLA  
**Project Managers**  
Buck Bacon  
**Landscape Architect**  
Scott Haines, PLA, LEED AP

## BUDGET:

\$3 Million

## SCHEDULE:

Start Date: Oct 2019  
Completion: June 2022

## CONTACT:

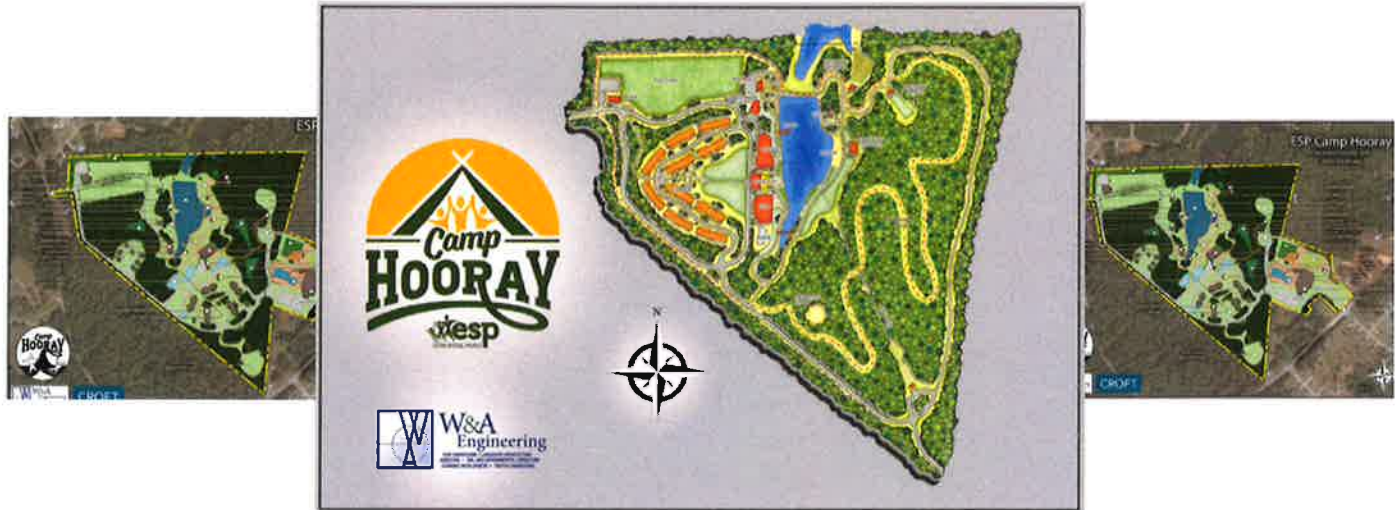
Laura Whitaker  
Extra Special People  
(706) 769-9333





# ESP CAMP HOORAY

Jackson County, Georgia



## DESCRIPTION

Camp Hooray is one of the nation's first purpose-built summer camps. While many camps adapt to cater to children of varying abilities, the magic of Camp Hooray is the mission to eliminate all barriers of entry from the very first day the camp is open. The W&A design team has partnered with CROFT Architects and Engineers to create a summer camp that is 100% accessible to all children regardless of ability. In creating unique opportunities for all children to build connects and form relationships, Camp Hooray encourages the "Top Bunk Mentality" in which all children are given equal opportunity to experience the fun and excitement of sleeping on the top bunk! At Camp Hooray, the design team has worked hard to completely eliminate the need for stairs anywhere on the grounds, despite grade changes of nearly 100' on the site. Instead, routes on Camp Hooray will operate under a "single path for all" principle. Children all across the spectrum of ability will be able to navigate alongside each other without barrier. On October 19, 2021, the masterplan for Camp Hooray designed to serve 200 campers with a 1:1 ration of campers to counselors was unanimously approved by the Jackson County Zoning Commission.

## STATISTICS:

- Services provided included: civil pre-design master plan, due diligence, site selection, permitting, and surveying.
- 70-acre all-accessible summer camp
- Amenity packaged with picnic area and amphitheater

## TEAM:

**Principal in Charge**  
Jon Williams, ASLA, PLA  
**Project Managers**  
Buck Bacon  
**Landscape Architect**  
Scott Haines, PLA, LEED AP

## BUDGET:

\$20 Million

## SCHEDULE:

Start Date: 2014  
Completion: on-going

## CONTACT:

Laura Whitaker  
Extra Special People  
(706) 769-9333



# OCONEE LAS PARK

Oconee County, Georgia



## DESCRIPTION

Conceptual Park Plan for redevelopment of an existing 250-acre Land Application system (LAS) Sewer treatment facility which is likely heading for decommission in the near future. The conceptual park plan contains multiple multi-use fields, several miles of walking path and separate mountain bike trails, a dog park, area for disc golf and a passive area with picnic shelters and a big pavilion. The plan also includes area for new indoor facilities, a location for a new fire station and also a new building to house Oconee County Public Works road and fleet maintenance facilities.

## STATISTICS:

- Redevelopment of 250-acre Land Application system (LAS) Sewer treatment facility
- Conceptual plan includes area for indoor facilities
- W&A services provided include conceptual and master planning, cost analysis, and graphic design services.

## TEAM:

**Landscape Architecture**  
Scott Haines, ASLA, PLA

## BUDGET:

\$3 Million

## SCHEDULE:

Start Date: July 2018  
Completion: January 2019

## CONTACT:

John Daniell  
Oconee County BOC  
jdaniell@oconee.ga.us



# THE FIREFLY TRAIL

*Athens-Clarke, Oglethorpe, and Greene County, Georgia*



## DESCRIPTION

The Firefly Trail is a multi-purpose path for pedestrian, bicycle, and other non-motorized uses that will stretch about 39 miles from Athens to Union Point, Georgia. It will be built on or near the historic corridor of the Athens Branch of the Georgia Railroad and funded by a combination of Transportation Special Local Option Sales Taxes (TSPLOST) and federal and state grants. W&A Engineering services include advising, planning, surveying, designing, and civil engineering for the trail in three Georgia counties: Athens-Clarke, Oglethorpe, and Greene. W&A pledged \$50,000 in in-kind engineering services toward the completion of the trail to be evenly distributed amongst the counties. W&A Engineering has and continues to closely consult with the stakeholders to develop and, when necessary, refine the Firefly Trail conceptual plan to deliver the very best quality within budget and ahead of schedule.

## STATISTICS:

- 0.8 Miles completed in Athens Clarke County and 7.6 miles additionally funded awaiting completion
- 2 Miles have been designed and permitted in the cities of Winterville and Maxeys
- TSPLOST Project
- Completing Boundary and Topographic surveys in all three counties

## TEAM:

### Project Managers

Buck Bacon

### Landscape Architecture

Scott Haines, PLA, LEED AP

Stephen Kesler, PLA

## BUDGET:

\$3.5 Million

## SCHEDULE:

Start Date: Feb 2018

Completion: On-going

## CONTACT:

Derek Doster

SPLOST Program Manager

(706) 613-3025





# WATKINSVILLE WOODS

*Watkinsville, Georgia*



## DESCRIPTION

Watkinsville Woods is a grant funded, six-acre passive greenspace between Main Street, Jackson Street and Harden Hill Roads near Downtown Watkinsville. The wooded park includes walking paths along with access to unique groves of native trees, a historic spring and once-covered rock outcrops. W&A Engineering worked with the park planning committee to develop a master plan for the park. As part of the planning phase, monthly meetings were held which included landscape design presentations by W&A's staff to present design elements such as handicap accessible walking trails, a wildflower meadow, and the preservation of an on-site historic landmark. Community input, design review and volunteer hours were utilized to construct the park are part of the process. W&A also took part in volunteer work days in the park. Since completion, the Watkinsville Woods Park has become a point of interest and pride for the entire Watkinsville community.

## STATISTICS:

- Services provided included Site Design, Graphic Services, Planting Design, Parks and Recreation Facilities, Project and Construction Management, Due Diligence, and Land Surveying
- 6-acre passive greenspace
- Grant funded project

## TEAM:

**Landscape Architecture**  
Scott Haines, ASLA, PLA

## BUDGET:

\$20,000

## SCHEDULE:

Start Date: April 2014  
Completion: June 2018

## CONTACT:

Marci Campbell  
City of Watkinsville  
mfp@uga.edu





# ATHENS CHURCH GREENSPACE

*Athens, Georgia*



## DESCRIPTION

The Athens Church Greenspace Project is a 3-acre site attached to a mixed-use development complex. This new private park is adjacent to the church. This project required the demolition of a parking lot and a portion of one of the outlining commercial structures that were no longer in use to construct the community park. The park will feature a plaza area and a small amphitheater to enhance social gatherings for the local congregation. This park will also feature a good number of bicycle parking spaces to encourage alternative commuting options for nearby residents. W&A provided a wide range of civil services for this project including due diligence design and permitting services. The overall master site plans that were furnished included grading plans, ES&PC Plan design, stormwater and drainage design, and utility design. Additionally, surveying services and landscape architecture services were also delivered. The W&A landscape architecture team provided a full landscape plan for the site that encompassed planting design, selection, and a planting schedule.

## STATISTICS:

- 3-acre site
- Park features a plaza and a small amphitheater
- Ample bicycle parking spaces
- Community green space designed to unite the local community

## TEAM:

**Project Manager**  
Buck Bacon  
**Landscape Architect**  
Scott Haines, ASLA, PLA

## BUDGET:

\$1.5 Million

## SCHEDULE:

Start Date: March 2019  
Completion: February 2020

## CONTACT:

Frank Zehna  
Director of GlobalX & Facilities  
frank.zehna@athenschurch.com



# OCONEE VETERANS PARK

Oconee County, Georgia



## DESCRIPTION

The Oconee County Veterans Memorial Park is a 197-acre multi-use recreational facility serving the residents of Oconee County. The current expansion of the park includes three multi-use fields, fencing and backstops, field grading and sod, a concession building with restrooms and maintenance facilities, new irrigation well and systems, 318 parking spaces, and associated utilities and stormwater improvements.

W&A Engineering closely coordinated the proposed improvements with Oconee County Parks and Recreation Department by hosting biweekly project update and coordination meetings with staff and the contractor to ensure that the project was delivered as planned, within budget and on schedule. W&A Engineering provided project management and discipline coordination (including geotechnical and architectural disciplines), land surveying, landscape architecture design, civil engineering services, permitting, bid, award, contract, and construction administration services.

## STATISTICS:

- 197-acre Multi-use Recreational Facility
- Included the addition of 3 multi-use fields
- Construction administration and management was provided for the design and construction of three on-site facility buildings

## TEAM:

### Principal In Charge

Jon Williams, ASLA, PLA

### Project Manager

Buck Bacon

### Landscape Architecture

Scott Haines, ASLA, PLA

## BUDGET:

\$2.5 Million

## SCHEDULE:

Start Date: Aug 2018

Completion: May 2019

## CONTACT:

Lisa Davol

Director Oconee County

Parks & Recreation

ldavol@oconee.ga.us



February 3, 2023

Ms. Jennifer Kidd-Harrison  
City Manager / Clerk  
City of Houston  
Hoschton City Hall  
79 City Square Street  
Hoschton, Georgia 30548

Re: Mulberry Natural Park – Hoschton, Ga.  
Plan Development and Implementation Contract  
W&A Project No. 230029

Ms. Kidd-Harrison,

W&A Engineering is excited about the opportunity to work with the City of Hoschton and pleased to submit this proposal for planning, landscape architecture, site development engineering, and construction administration services for the Mulberry Park. Our proposed scope of services is attached below based on our understanding of the project.

### Project Overview

We understand the project as follows:

The subject property is located at 153 Mulberry Street, Tax Parcel H01 048 within the City of Hoschton, Georgia, with street frontages along Mulberry Street, West Broad Street and White Street. The subject parcels are currently zoned A – Agricultural District.

We understand the Client's intent is to develop the site consistent with the a concept plan and sketch titled Mulberry Natural Park (Exhibit 1) and the vision outlined in the Hoschton, Georgia Design Charrette prepared by the University of Georgia dated Fall 2021 – Spring 2022. And that the City of Hoschton desires to engage design professionals in the further development of the envisioned Mulberry Natural Park, including final concept plan development, landscape architecture, public outreach, engineering, permitting, bid and construction administration.

### Scope of Services

W&A Engineering's Scope of Services will include planning, public outreach, stake holder engagement, landscape architecture, civil engineering, permitting, bid administration, construction administration and other project administration services as further outlined in the project scope attached hereto in Exhibit 3.

**Schedule**

We anticipate the Schematic Design, Design Development, Construction Documents and Site Development Permitting to take approximately four (4) months and construction to take approximately four (4) months. This timeline is a general assumption but subject to change given additional details for item duration like public input processes, bidding process, etc. a more detailed schedule will be developed upon execution of the agreement.

**Additional Services/Exclusions**

A more detailed outline of the additional services and exclusions is attached hereto as outlined in the attached Exhibit 2.

**Fee**

<b><u>Fixed Fee Task</u></b>	<b><u>Fixed Fee</u></b>
1. Schematic Design	\$ 16,000.00
2. Design Development	\$ 24,000.00
3. Construction Documents	\$ 24,000.00
4. Site Development Permitting	\$ 6,000.00
5. Bid Documents and Administration	\$ 19,000.00
<b>Total Fixed Fee Contract Amount</b>	<b>\$ 89,000.00</b>
<b><u>Hourly Services Task</u></b>	<b><u>Hourly Estimate</u></b>
6. Construction Administration	\$ 11,000.00
<b>Total Hourly Estimate Amount</b>	<b>\$ 11,000.00</b>
<b><u>Reimbursable Estimate</u></b>	<b><u>Estimate</u></b>
7. Printing Fees	\$ 1,000.00
8. Mileage	\$ 1,000.00
9. Site Development Permit Fees	\$ 1,000.00
<b>Total Reimbursable Estimated Amount</b>	<b>\$ 3,000.00</b>
<b>Total Proposal Value</b>	<b>\$103,000.00</b>

We propose to conduct the Fixed Fee portion of the attached Scope of Work on a fixed fee basis and the services listed under the Hourly Services section of the Scope on a unit rate basis. The list of unit rates is attached as Exhibit 4 to this proposal. All services will be performed pursuant to the W&A General Terms and Conditions attached herein. W&A will submit invoices for the hourly services and the partial invoices for the fixed fee tasks every month.

It should be noted that the estimates for the hourly services presented above are the estimate only and should not be considered as a fixed fee, a lump sum, or a guaranteed maximum price.

February 3, 2023  
Mulberry Park, Hoschton, GA  
Plan Development and Implementation Contract  
W&A Project No. 230029

Reimbursable expenses are estimates provided for the Clients budget and are subject to change based on changes in government regulations, fees, and cost of outside services.

This proposal and fee summary are valid for 90 days from the date of preparation. If a contract is not executed within this time frame, W&A Engineering, Inc. has the right to adjust the scope of services and/or fee summary.

**THIS SPACE INTENTIONALLY LEFT BLANK**



**Authorization**

If this proposal is acceptable to you, W&A will perform the work in accordance with the attached scope of work, unit rates, and General Terms and Conditions that are incorporated into and made a part of this proposal. W&A will proceed with the work upon receipt of project-specific authorization with agreed upon unit rates. Please sign below as notice to proceed and return one copy of this proposal intact to our office.

W&A Engineering, Inc. appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have or if W&A can be of additional service.

Respectfully submitted,  
**W&A Engineering, Inc.**



Buck C. Bacon  
Government and Community Services Director



Scott Haines, ASLA, PLA  
Director of Operations Athens

Attachments:

- Exhibit 1: Concept Plan
- Exhibit 2: Scope of Services
- Exhibit 3: Exclusions
- Exhibit 4: Unit Rate Table
- Exhibit 5: General Terms and Conditions

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**Proposal Acceptance:**

Agreed to, this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

By (print name): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

**Consultant's Project Manager is:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Title/position: \_\_\_\_\_

**Client's Representative for Project:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Title/position: \_\_\_\_\_

**Bills, Invoices, Payment matters from Consultant to Client shall be sent to:**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

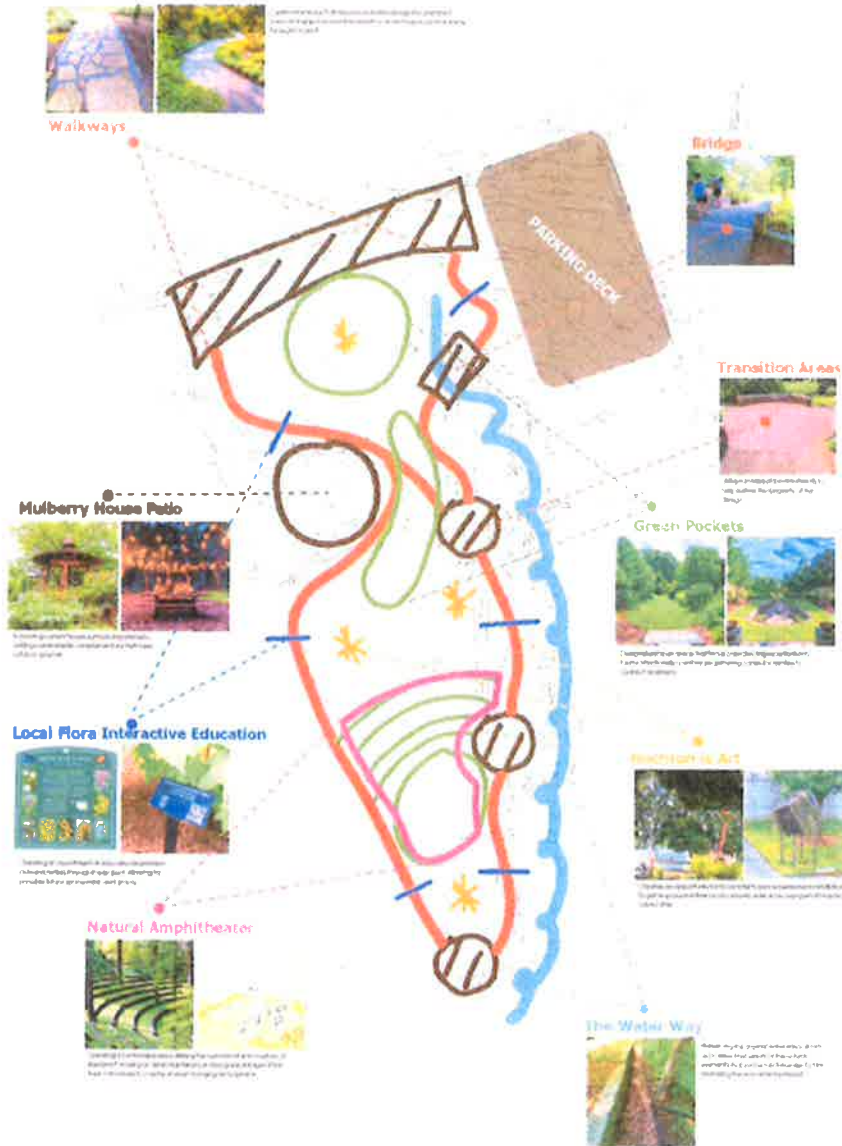
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Title/position: \_\_\_\_\_

**EXHIBIT 1**  
**Concept Plan Sketch**

**Mulberry Natural Park**  
 celebrate - participate - educate





## EXHIBIT 2 Scope of Services

Consultant shall perform only the services as set forth, described, and delineated below, (and the category headings below are for organizational and billing purposes only):

### Fix Fee Scope of Services

#### **1. Schematic Design**

- 1.1 Client Kickoff Meeting with the City of Hoschton and the W&A Team** – W&A will schedule an in-person, on-site meeting with the City of Hoschton to solicit input and review the concept plans for Mulberry Natural Park with project stakeholders.
- 1.2 Illustrative Schematic Design Plan** – Utilizing the topographic and boundary surveys provided by the City of Hoschton as a base, W&A will develop an illustrative schematic design drawing incorporating the data collected from the Kick-Off meeting with project stakeholders.
- 1.3 Stakeholder Presentation** – The Illustrative Schematic Design Plan will be presented in-person and on-site to the project stakeholders for review and feedback during the City of Hoschton retreat.
- 1.4 Schematic Design Feedback and Revisions** – W&A will receive feedback from the project stakeholders and revise the Illustrative Schematic Design Plan accordingly.
- 1.5 Construction Cost Estimation** – W&A will develop a “rough order of magnitude (ROM)” cost for the elements identified in the Schematic Design phase.
- 1.6 Public Presentation** – W&A will present, in-person and on-site, the final Illustrative Schematic Design Plan to the project stakeholders and the community for review and feedback. The meeting will be hosted by the City of Hoschton.
- 1.7 Public Comment Processing** – W&A will compile and document feedback received from the Public Presentation and deliver the collected public feedback to the City of Hoschton.
- 1.8 Stakeholder Confirmation** – W&A will meet with the project stakeholders in-person or virtually to review the Illustrative Schematic Design Plan, public comments, and stakeholder input to develop a consensus on the final design direction.
- 1.9 Client Review and Acceptance of Schematic Design Drawings.** – The conclusion of the Schematic Design phase shall be determined by the Client’s review and approval of the Illustrative Schematic Design Plan.
- 1.10 Project Scope Review** – W&A and the City of Hoschton will review the project scope for consistency with the concept plan and this contract and review any changes before proceeding with design development.

## 2. Design Development

### 2.1 Design Development Drawings

- 2.1.1 **Site Design Development Drawings** will be prepared based on the Clients approval of the Schematic Civil Site Plans. Changes to the Site Design Plans after Client approval of the Illustrative Schematic Design Plan may result in a Change Order or Additional Services and will be negotiated between the W&A and the City of Hoschton prior to proceeding with Site Design Development Drawings.
- 2.1.2 **Design Development of Existing Conditions Plan** – Development of plan sheet(s) depicting the existing site conditions as outlined in the Schematic Design phase.
- 2.1.3 **Design Development of Demolition and Removal Plan** –Development of plan sheet(s) depicting buildings, paved areas, fencing and utilities that are proposed to be demolished or removed.
- 2.1.4 **Design Development of Civil Site Plan** – Development of plan sheet(s) depicting the proposed site features including proposed buildings, drives, sidewalks and other related hardscapes, parking space locations and counts, and site vehicular and pedestrian access.
- 2.1.5 **Design Development of Paving and Hardscape Plan** – Design development of plan sheet(s) depicting paved areas and references to prepared Typical Paving Sections.
- 2.1.6 **Design Development of Typical Paving Section Details** – Development of plan sheet(s) depicting proposed paving sections including paving sections and depths, pavement widths for proposed public or private roads, streets, drives, parking aisles, sidewalks, and curb and gutter.
- 2.1.7 **Design Development of Site Grading and Drainage Plan** –Design development of plan sheet(s) depicting the proposed grading of the site including proposed topographic contours, finished floor elevations, and grading of retaining walls.
- 2.1.8 **Design Development of Drainage Profiles** – Development of primary storm drainage network pipe profiles including pipe diameter and material, pipe inverts and top of drainage structure elevations, pipe slopes, hydraulic grade lines (HGL), pipe and inlet calculation tables, and utility crossings where known.
- 2.1.9 **Design Development of Wall Envelope Plans** – Development of plan sheet(s) depicting the profile of existing and proposed grades along the centerline of proposed retaining walls.
- 2.1.10 **Design Development of Erosion, Sedimentation, and Pollution Control (ES&PC) Plans** – Design development of a three (3) phase erosion, sedimentation, and pollution control plan depicting the location of required Best Management Practices (BMP's) as outlined by the Manual for Erosion and Sediment Control in Georgia for the purpose of acquiring applicable NPDES permits, including required details, calculations, and plan sheets.

- 2.1.11 Design Development of Construction Details** – Development of related construction details for project elements including details provided jurisdictions having authority, GDOT Standard details landscape and planting details, and other relevant details as specified by the Consultant.
- 2.1.12** The consultant will prepare Landscape Architecture design development drawings for use by the Client and for the coordination with the Architect, MEP, and other consultants. Landscape Architecture Design Development Drawings will be prepared based on the Client's approval of the Schematic Landscape Architecture Plans. Changes to the Landscape Architecture Design Development Plans after Client approval of the Schematic Landscape Architecture Plans may result in a Change Order or Additional Services and will be negotiated between the Consultant and Client prior to proceeding with Landscape Architecture Design Development Drawings.
- 2.1.13 Design Development Landscape Plan** Development of landscape plans for the project. This shall include the identification of existing landscape material that is to remain in the project and the protection measures required to protect it during the construction phase. It shall also include the design of new material on site and convey selection, layout, size and quantity. Details for installation shall be included in the detail section of this proposal. Additional survey to locate existing trees, if required, is outside of this scope and shall be performed as an additional service.
- 2.1.14 Client Review and Acceptance of Design Development Drawings.** – The conclusion of the Site Design Development Drawing phase shall be determined by the Client's review and approve the documents.
- 2.1.15 Changes and Revisions to Reviewing Authorities Codes, Ordinances, Standards, and Policies** – Changes to any reviewing authorities' codes, ordinances, standards and policies during the development of these plans may increase the scope of the proposed work or revisions to work in progress. The Consultant will report any changes to the Client upon discovery of such changes. Any changes in project scope or required revisions to work in progress will be invoiced at an HOURLY RATE or negotiated under a separate contract.

### **3. Construction Documents (CD)**

#### **3.1 Site Construction Documents**

- 3.1.1** The consultant will prepare final site construction document drawings for use by the Client for construction and will include the following plan elements:
- Cover Sheet
  - Legend and General Notes
  - Existing Conditions Plan
  - Demolition and Removal Plan
  - Site Plan
  - Paving and Hardscape Plan
  - Typical Paving Section Details
  - Grading and Drainage Plan

- Drainage Profiles
- Wall Envelope Plans
- Erosion, Sedimentation, and Pollution Control Plans
- Landscape Plans
- Construction, Landscape and Planting Details

**3.1.2 Changes and Revisions to Reviewing Authorities Codes, Ordinances, Standards, and Policies** – Changes to any reviewing authorities’ codes, ordinances, standards and policies during the development of these plans may increase the scope of the proposed work or revisions to work in progress. The Consultant will report any changes to the Client upon discovery of such changes. Any changes in project scope or required revisions to work in progress will be invoiced at an HOURLY RATE or negotiated under a separate contract.

#### **4. Site Development Plan Permitting**

**4.1 Site Development Permitting (Local)** – W&A will submit site construction documents to the local reviewing authority for review and approval, respond, revise plans, address comments and coordinate with the Local Issuing Authority (LIA) and the Client to obtain a Land Disturbance Permit.

**4.2 NPDES (State)** – (National Pollutant Discharge Elimination System Permit) – Due to construction disturbing more than one acre of the site, compliance with the NPDES permit will be required. Consultant will assist Client as they prepare and submit the Notice of Intent (NOI) for the project at least two weeks prior to the beginning of land disturbing activities on the site. Consultant will also provide the first inspection of the soil erosion measures that is required by the permit. Not included within this item is the continued daily, weekly, and monthly inspections required by the permit or the monitoring, record keeping and reporting required by the permit. These services can be provided by negotiated contract upon completion of the construction plans. It shall be the Contractor’s responsibility to prepare and submit Notice of Termination once site is stabilized.

**4.3** The Client and/or their Architect will be responsible for providing any required architectural plans or building elevations required to permit the site development plans.

#### **5. Bid Administration**

**5.1 Project Manual and Specifications** – W&A will assist the City with the development of a Project Manual, Specifications and Bid Documents sufficient for the complete bid of the Project.

**5.2 Bid Advertisement and Bid Documents** – W&A will prepare necessary documents for the distribution and advertisement of the proposed Project. The Consultant will assist the Client in advertising the Project, where by the Client shall be responsible for public notice and advertisement in the local Legal Organ and in the Georgia Procurement Registry. The Consultant will make available to potential bidders a digital copy of all Bid Documents.

**5.3 Pre-Bid Conference** – The Consultant will attend a Pre-Bid Conference and record attendees.

**5.4 Response to Questions** – The Consultant will respond to all Bid Questions for potential bidders.

**5.5 Bid Review and Award** – The Consultant will qualify bidders, tabulate bids, and provide recommendations to the Client. The Client shall be responsible for the final selection and award of the Project to the Contractor

#### Hourly Scope of Work

#### **6. Construction Administration**

**6.1 Pre-Construction Meetings** – The Consultant will schedule the required pre-construction meeting with the selected Contractor and Local Issuing Authority. The Client will be encouraged to attend and participate in the pre-construction meeting. The Consultant anticipates two (2) pre-construction meetings. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).

**6.2 Scheduled Site Meetings** – The Consultant will attend and engage in site meetings as requested by the Client and Contractor. The Consultant anticipates construction of the site to take four months during which we anticipate eight (8) bi-weekly Owner/Architect/Contractor (OAC) site meetings. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).

**6.3 Request for Information (RFI's)** – The Consultant will review all Request for Information from the Client and/or Contractor and provide written response. The Consultant anticipates ten (10) RFI's. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).

**6.4 Shop Drawing and Submittal Review** – The Consultant will review all shop drawing and submittals submitted by the Client and/or Contractor. The consultant anticipates ten (10) hours of the Project Engineer and/or Project Manager to review shop drawings and/or submittals. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule). Review of submittals is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades. Approval applies to general conformity with construction plans only. It is the contractor's responsibility to ensure conformity of submittal with the standards, specifications, & details of all authorities having jurisdiction. The contractor is responsible for providing all items required for complete installation whether noted in any submittal or not.

**EXHIBIT 3**  
**Additional Services and Exclusions**

1. Municipal, county, state and/or federal submission, review, and permit fees. The Client will pay for these fees within the timeframe required by the reviewing agencies, or be billed as a reimbursable expense;
2. Plots and prints for plan review, permitting, and copies for the client or contractor, plots and prints will be billed as a reimbursable expense;
3. Mileage and travel expenses, will be billed as a reimbursable expense;
4. Variances, rezoning or special uses;
5. Any work relative to redesign of the plan due to local, state or federal regulation changes which occur prior to obtaining all necessary plan approvals;
6. Design of retaining wall(s) and construction details as required for retaining wall(s) four feet or less in height. For retaining walls greater than four feet in height, Consultant will coordinate the design of the wall(s) with a structural engineer.
7. Preparation of off-site traffic improvements outside of the scope already included in this proposal, including, but not limited to the modification to existing traffic signals or the design of any new traffic signal or roadway widening plans;
8. Sanitary and storm sewer lift station design and permitting not included in the scope outlined in this proposal;
9. Public utilities, water and sanitary sewer main design, plan, or profiles;
10. Profiles of fire or domestic water mains;
11. Design of deceleration, left turn lanes, entrance plans, or road widening plans not included in the scope outlined in this proposal;
12. Preparation of electrical/lighting and wiring diagram design;
13. Structural engineering for Landscape Architecture elements.
14. Hydrogeological and geotechnical investigations and reports;
15. Environmental reporting;
16. Environmental Phase I ESA and Phase II ESA Studies;

17. Irrigations plans;
18. Environmental permitting, including, but not limited to FEMA and USACE permits;
19. Subsequent services required to identify endangered plants, insects, animals, or historic sites should they be identified;
20. Preparation or submittal of Section 404/401 Individual Permit Applications;
21. Services for identifying, addressing or mitigating any deleterious material that may exist on the site;
22. Preparation or submittal of Riparian Buffer Variance applications;
23. Phase I or Phase II archaeological investigations;
24. Section 7 Consultation with the US Fish and Wildlife Service;
25. On-site mitigation design;
26. Construction Observation and Administration outside the scope already included in this proposal;
27. Construction meeting attendance, observation, stakeout, as-built drawings, any transfer of drawings to contractors or third parties outside the scope already included in this proposal;
28. Preparation of any stand-alone easement exhibit drawings or legal descriptions outside the scope already included in this proposal;
29. Certification – Consultant will complete the necessary certification required by lenders and others. Services under this item will be invoiced at HOURLY RATES (see attached rate schedule).
30. Construction Surveying, ALTA survey, recombination plat, preliminary and final plats are not included in this scope of services.
31. Legal assistance and support for attorney. Any services under this item will be invoiced at HOURLY RATES (see attached rate schedule).
32. Building architecture design and/or permitting services;
33. Title research;
34. LEED applications;
35. Utility potholing;
36. Traffic counts or traffic studies;

- 37. Private utility relocation plans;
- 38. Water and sanitary sewer connection fees, inspection fees, or similar government impact fees;
- 39. Flood plain modeling or analysis;
- 40. Electric Vehicle (EV) charging stations;
- 41. Design of runoff-reduction Best Management Practices (BMP's);
- 42. Design of stormwater management facilities;
- 43. Topographic or boundary surveys;
- 44. Lighting Plans;
- 45. Wayfinding;
- 46. Discipline coordination;
- 47. Legal counsel;



**EXHIBIT 4**  
**Unit Rates**

<b>W&amp;A Engineering, Inc.</b>					
<b>Unit Rates</b>					
<b>July 1, 2022 - June 30, 2023</b>					
<b>Description</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Rate</b>
Principal	Hr	\$ 325.00	Staff Engineer (EIT)	Hr.	\$ 120.00
General Counsel	Hr	\$ 240.00	Civil Engineering Specialist	Hr	\$ 95.00
Director	Hr	\$ 235.00	Sr. Landscape Architect	Hr	\$ 170.00
Sr. Program Manager	Hr	\$ 210.00	Landscape Architect	Hr	\$ 165.00
Program Manager	Hr	\$ 185.00	Sr. Design Associate	Hr	\$ 130.00
Sr. Planner	Hr	\$ 135.00	Design Associate	Hr	\$ 100.00
Planner	Hr	\$ 120.00	Survey (2-Man Crew)	Hr	\$ 175.00
Permit Specialist	Hr	\$ 110.00	Survey (Robot)	Hr	\$ 160.00
Sr. Project Co-ordinator	Hr	\$ 110.00	Survey Project Manager	Hr	\$ 140.00
Project Co-ordinator	Hr	\$ 95.00	Survey Co-ordinator	Hr	\$ 130.00
Principal Engineer	Hr	\$ 215.00	Survey Crew Chief	Hr	\$ 125.00
Sr. Project Manager	Hr	\$ 220.00	Survey Instrument Person	Hr	\$ 90.00
Project Manager	Hr	\$ 180.00	Sr. Drafter/Sr. Tech	Hr.	\$ 125.00
Sr. Project Engineer/Designer	Hr	\$ 160.00	Drafter/Tech.	Hr.	\$ 100.00
Project Engineer/Designer	Hr	\$ 150.00	Administrative	Hr.	\$ 70.00

**EXHIBIT 5**  
**General Terms and Conditions**

**W&A ENGINEERING GEORGIA, LLC**  
**TERMS AND CONDITIONS**  
**Effective Date: September 16, 2021**

1. *Cooperation and Client Obligations:* Client shall cooperate and to give all reasonable assistance to Consultant in furnishing all project information and access to resources for expediting services on this project. Client shall provide Consultant with a program that sets forth Client's objectives, schedule, a project budget, the procurement or delivery method for the project, any existing surveys, environmental reports or geotechnical reports pertaining to the project site, and other criteria and available information necessary for Consultant to perform its services. Client has designated and shall maintain a representative to act on Client's behalf and make decisions during the process, and Client shall indemnify and hold harmless Consultant from any claim that said representative does not or did not have authority to act in said capacity in this Project. Client shall engage the services of all specialty consultants and engineers deemed necessary by Consultant for the completion of the professional services. Client shall (1) provide correct information to Consultant as to the location of any subsurface structures, such as pipes, tanks, cables, easements and utilities on the subject property, and (2) notify Consultant of any potential hazardous substances or other health and safety hazard or conditions known to Client existing on or near the project site. Client shall be responsible for furnishing to Consultant any changes in said project information of which Client becomes aware or which are made by the Client as the work progresses.
  
2. *Client Supplied Project information and Reliance by Consultant:* Unless specifically excluded in the Agreement, Owner shall provide any and all data for the Project to Consultant, including, but not limited to, title opinions, surveys, environmental, hydrological and geotechnical information, easements, structures, power lines or poles, utilities, transmission lines or poles, rights of way, licenses, and boundaries. This shall be the Owner's obligation and responsibility irrespective of whether Consultant coordinates, contacts, hires, schedules, or advances payment to any such contractor or other consultant so as to facilitate Client's furnishing of this information to Consultant for use in the Project for Owner. Consultant recommends an ALTA land title survey, a/k/a ALTA/ACSM Land Title Survey, with title opinion, in all cases. Client may choose to proceed without said ALTA land title survey and title opinion, but in so doing, Client assumes any and all risks caused or associated therewith. Consultant will adhere to project information provided to Consultant by Client. However, Client agrees that Consultant will not be responsible for any negative or adverse outcome, damage, cause, loss, injury or claim which relates to or arises out of Consultant's reliance on and adherence to that project information. Consultant shall not be liable or responsible for any such negative or adverse outcome, damage, cause, loss, injury or claim and Client will defend, hold harmless and indemnify Consultant from and against all losses, costs, expenses and damages associated or related to such information supplied by or on behalf of Client, including any and all attorney's fees and costs incurred.
  
3. *Ownership of Documents:* All sketches, drawings, tracings, computations, notes, reports, plans, and

other original documents, in any medium now known or later developed, that are produced, developed, or supplemented by Consultant are “**Instruments of Service**” and shall remain the property of Consultant, subject only to applicable requirements of public agencies. These Instruments of Service are to be used solely for this specific project. Consultant shall retain all legal rights and use of the Instruments of Service and shall retain full protection under United States copyright law. At Client’s additional expenses, Client may contain reproducible copies of all plans for their file, provided all fees associated with the requested material have been paid and all bills are current. Client agrees that any work furnished to Client or Client’s agents, for which full payment has not been made to Consultant, will be returned to Consultant upon demand and will not be used by Client for any purpose whatsoever or disseminated to any third parties by Client. Consultant reserves the right to refuse to stamp, sign, countersign, seal, print, copy, reissue, transmit, disseminate, or release any design documents, plans, specifications, etc., unless and until Client’s account is completely paid current and all outstanding invoices, statements, and reimbursable expenses have been paid in full.

4. *Indemnification:* Consultants’ responsibilities in performing services hereunder shall be limited to the scope of services to be performed solely for Client as set forth in the Agreement. Consultant, its officers, shareholders, agents and employees, shall have no liability of any kind to Client, its agents or any persons having express or implied contractual, business, or financial relationship with Client, for any acts, errors, and omissions of Consultant which do not fall within the scope of services set forth in the Agreement. Client hereby covenants and agrees that the total limit of Consultant’s liability to Client, and any liability of Consultant’s officers, shareholders, agents, and employees, from a claim caused in whole or in part from Consultants’ negligent acts, errors, or omissions, shall not exceed the total price associated with the applicable and specific category of services set forth in the Agreement. In the event there is no specific category of services for which an errors or omissions claim falls within, the total liability of Consultant shall not exceed the price actually paid or to be paid Consultant under the Agreement. Client agrees to waive all claims against the Consultant resulting from unauthorized changes or reuse of the drawings and data provided under this Agreement by anyone other than Consultant. In addition, Client shall indemnify and hold harmless Consultant from any damage, liability or costs, including reasonable attorney's fees and costs of defense, arising from changes made to the Instruments of Service by anyone other than Consultant.
5. *Statements:* Statements will be issued every four (4) weeks and are due and payable upon receipt and shall be deemed delinquent if payment is not received in hand before the 10th of the month following the invoice date. Accounts with unpaid balances on the 10th of the month will accrue finance charges at a rate of 1.5 percent per month (annual percentage rate of 18 percent; 18 % APR) from the delinquency date until paid in full. All payments received shall first be credited to the payment of delinquent interest and then to the principal balance due.
6. *Reimbursable expenses:* Client shall pay the cost of all reimbursable items such as charges, fees, permits, bond premiums, delivery charges, postage, fax transmissions, long-distance telephone calls, reproductions and copies, photographic enlargements and reductions, film processing and supplies, mileage, and any other charges and expenses not specifically covered by the foregoing. In the event that such reimbursable items are paid directly by Consultant, then the charges and expenses shall be invoiced at the direct cost plus 10 percent for handling. Sub-consultant and testing services arranged for, managed by, and paid by Consultant will also be invoiced at the direct cost

plus 10 percent.

7. *Travel Expenses:* Client shall pay the cost of all expenses incurred for in-town and out-of-town travel required to perform the services in this agreement. Expenses shall be invoiced at their direct cost to Consultant. Automobile mileage shall be invoiced at fifty-eight cents (\$.58) per mile. Out-of-town travel shall be made at the request or concurrence of Client. Mileage expenses will be reviewed and adjusted as necessary.
8. *Prompt payment:* Client shall promptly review invoices and notify Consultant of any objection thereto. In the event Client fails to notify Consultant of any objection, in writing, within ten (10) calendar days of receipt of the invoice at issue, the invoice shall be deemed accepted by Client as stated. Notwithstanding any other rights and remedies Consultant may have at law or equity, and without waiving same, Consultant shall have the right to cease work and services, without terminating this Agreement, if and when payment is thirty (30) calendar days past due. In addition to Consultant's right to cease work or terminate the Agreement, and without waiving any rights, if the account is past due Consultant shall have the right to request and receive commercially reasonable, objectively verifiable adequate assurances of Client's ability to pay past and present amounts owed or to be owed under the Agreement.
9. *Collections and Attorney fees:* Consultant shall have the right to utilize and consult with its attorney for past due amounts, and if the services of an attorney at law are used to consult with an attorney, demand, notify of claim, begin collecting, or to collect past due amounts ("collection"), Client shall be liable and responsible for all fees and costs of collection, including, but not limited to, attorney fees, which attorney fees shall be the actual attorney's fees incurred or a fee of 15 percent of the total outstanding balance of Client whichever is greater.
10. *Governmental or Regulatory changes:* In the event any governing agency or entity, including local, state, federal agencies or regulatory bodies, amend, change or alter any rule, law, ordinance, statute, or requirement, or any interpretation or application of same as applied to the Project, after services have begun, the compensation quoted in the Agreement will be subject to renegotiation for additional services caused or related to such change, and in the event the parties cannot agree on an increase, Consultant shall be entitled to an equitable adjustment that fairly reflects the time and costs associated with and incurred by such change.
11. *Termination:* This agreement may be terminated by either party for cause if either party (i) substantially fails to honor a material obligation of the Agreement, or (ii) declares bankruptcy or is otherwise insolvent. In the event a party intends to terminate for cause, the party shall provide written *notice of intent to terminate*, which notice shall specify with particularity the reason(s) for the intent to terminate, and the other party shall have seven (7) calendar days after receipt of the notice in which to respond in writing to the notice of intent to terminate and in which to cure any alleged deficiency. Payments past due by more than 60 days, for any amount, shall be deemed to be cause for Consultant to terminate the Agreement for cause or, at Consultant's option, to cease work under the Agreement. In the event of a termination by Client for Convenience or in the event Consultant terminates for cause, Consultant shall be paid for services rendered and costs incurred hereunder through the date of termination, all expenses, fees, and costs through the date of the termination, plus estimated anticipated profit on the remaining balance of work that was to be performed under the Agreement

along with all costs, expert fees, and attorney fees actually incurred in relation to the claim. If Client cancels and/or terminates this Project without cause before Client or Consultant receives approval from the appropriate governing agency, Client agrees to pay the remaining balance on all work started and/or completed through the date of cancellation or termination plus Consultant's estimated anticipated profit on the remaining balance of work that was to be performed under the Agreement and all costs and attorney fees actually incurred in relation to the claim.

12. *Waiver of consequential damages:* Both parties waive consequential, incidental, and indirect damages that may flow from, relate to, or arise from any claim for breach of contract and/or a claim for negligence of the other party in relation to this Agreement. Such consequential, incidental, and indirect damages include, but are not limited to, lost profits (except in the event that Consultant is terminated without cause), loss of production, loss of revenue, loss of use, business interruption, and lost goodwill, as well as any special or punitive damages.
13. *Warranties:* Consultant makes no representation, guarantee or warranty, express or implied, as to soil conditions unless specifically included in this Agreement, and Consultant is not liable or responsible for the accuracy of any information or data furnished by Client, its agents, or other persons with whom Client has contracted or hired, including but not limited to plans, specifications, reports, or any other data, regardless of whether Consultant was involved in coordinating, engaging, or advancing payment to the person supplying the information or data for Client. Consultant warrants that its services will be performed within the standard degree of care ordinarily exercised under similar conditions as applicable to the actual services to be rendered hereunder by landscape architects, engineers and surveyors, as the case may be, if said service is deemed to be a professional service, or otherwise with reasonable and due care. No other warranty or representation, either expressed or implied, is included or intended in this Agreement, or in Consultant's proposals, letters, communications, contracts, plans, surveys, or reports, either written or oral.
14. *Construction Cost estimates:* In the event Consultant has already supplied or does hereafter provide any opinion of the possible construction costs, Client understands that Consultant has no control over the contractor's method or amount of pricing, or the cost of labor, equipment, or materials, and that such opinion is made without warranty, express or implied, as to the accuracy of its opinion or probable construction costs, or in relation to whether bids or actual costs shall approximate same. Consultant shall not be held liable for any harm, damages, claims, or costs to Client or others by any error in providing the cost estimate unless shown by clear and convincing evidence to have been done by Consultant willfully and in bad faith.
15. *Earthwork estimates:* In the event Consultant has already provided or does hereafter provide any opinion as to any earthwork estimates, such as estimates concerning a balance of cut and fill on the site, Client acknowledges that the accuracy of the estimate is dependent on many factors that are highly variable, and Consultant therefore makes no warranty, expressed or implied, as to the accuracy of these estimates. Consultant shall not be held liable for any harm, damages, claims, or costs to Client or others by any error in providing the earthwork estimate unless shown by clear and convincing evidence to have been prepared by Consultant willfully and in bad faith.

16. *Severability*: Any provision herein that shall prove to be invalid, void, or illegal shall in no way effect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.
17. *Dispute Resolution*: (a) If a dispute arises from or relates to the Agreement, or the alleged breach thereof, and if the dispute cannot be settled through direct discussions, both W&A and Client agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under its Construction Industry Mediation Procedures before resorting to arbitration. If mutually agreed by the parties, the mediation may be conducted with a mutually-selected mediator, with no need for a AAA filing and administration of the mediation. The parties agree that any mediation proceedings will be held in Athens, Georgia. (b) W&A and Client further agree that any unresolved dispute, controversy, or claim arising out of or related to the Agreement, or the alleged breach thereof, shall be resolved by binding arbitration administered by the AAA in accordance with its Construction Industry Arbitration Rules (the “Rules”). If mutually agreed by the parties, the arbitration may be conducted with a mutually- selected arbitrator, with no need for a AAA filing and administration of the arbitration, although the AAA Rules will otherwise apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The locale for any arbitration hearing shall be Athens, Georgia unless otherwise mutually agreed by W&A and Client, and only in-person hearings will be allowed. Both W&A and Client agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. Except as may be required by law, neither W&A, Client, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both W&A and Client.
18. *Claims Filing*: Any claims, demands, lawsuits, or causes of action by Client against Consultant related to or arising out of the services performed under this Agreement, or for acts, error and omissions arising out of or relating to this Agreement, shall be filed and served within 12 months from the date services were last performed by Consultant for the Client under this Agreement. Failure to comply with this time limitation shall be an absolute bar to any such claim, demand, suit, or cause of action, right of action Client has or may have against Consultant.
19. *Non-assignment, No Third-Party Beneficiary status, and No right of Third Party to rely on services performed*: Neither party may delegate, assign, sublet or transfer its duties under or interest in this agreement without the prior written consent of the non-assigning party. Services are performed by Consultant solely for the named Client to this Agreement, and there is no consent, intent or agreement by Consultant for any third party to be deemed a beneficiary of this Agreement, or for any third party to rely upon any seal, stamp, signature, certification, or service performed by Consultant in any way whatsoever. No third party not in privity of contract with Consultant for this Agreement shall rely on any information or services performed under this Agreement, and if third party does so rely it is unjustified reliance, at his or her own risk, and he or she assumes any and all risk associated with the information not being accurate or correct. Consultant shall have no liability to any third party not in privity of contract. In addition to the above limitation, and not in derogation

thereof, in no event shall Consultant have any liability to any third party unless that third party is actually known to Consultant and intended by Consultant to be a direct recipient of the information or service and who Consultant has actual particular knowledge that said third party will be directly relying on said information or service prior to or at the time of performance of the service, and Consultant has consented in writing that said party shall be entitled to rely on this information or services prior to the information or services being rendered by Consultant.

20. *Authority to sign:* Each signer to this Agreement represents by signing this agreement that said person has the capacity, competency, and authority to enter into the same and bind each and every party, their heirs, successors, assigns, fellow beneficiaries in trust, and/or partners, to the terms and conditions as herein set forth. If Client is a corporation, company, partnership, or joint venture, the signer shall clearly indicate the full legal name of the corporation, company, partnership, joint venture, or entity for which he is signing and specify his capacity in signing, otherwise the signer is signing in his or her individual capacity.
21. *Ownership of Property to which services relate:* These services are for Client, but also to the extent they are services related to the real property at issue, Consultant has a right to be kept informed as to the true and rightful owner, whether of record or based on unrecorded deeds, at all times during the Project or while Consultant is performing services for the Client in connection with the Project or Property. Unless otherwise noted, Client is the sole owner of the Property at for which these services are being provided. If the Owner is a different entity, Client shall so specify by identifying below, and Client shall truthfully and accurately provide an Owner Authorization upon request. Client hereby indemnifies and holds harmless Consultant for any claim or cause of action in any way related to the lack of authority or permission or consent of the Owner of record for Consultant to perform services for or in relation to the property, including but not to any claim of trespass to property if Client in fact is not the owner of record and the owner of record asserts that these services were done without its knowledge or consent. Client shall upon request specify the factual relationship and internal ownership and management by, between and among Client and the Owner of record in the event Client is not the Owner of record. If Property is owned by another entity other than Client, Client shall so indicate or attach a copy of the Deed for the property at issue, revealing the identity of the Owner.:
22. *Publicity:* Client agrees to include Consultant's name on the job sign at the construction site and in any publication or press coverage relating to Consultant's work.
23. *Time of Performance:* The services of Consultant are to commence as soon as reasonably practical after the execution of this Agreement and shall be undertaken and completed in a commercially reasonable time period. Consultant shall not be responsible for delays caused by Client, its agents or employees, or any other delays beyond Consultant's reasonable control. If Consultant is delayed at any time due to events beyond Consultant's reasonable control, the time of completion shall be extended for a period equal to the number of days the work has been prevented, interrupted, or delayed. If the interruption is in excess of ninety (90) days, Consultant will charge an additional fee of thirty percent (30%) percent of the total fee for restarting the project.
24. *Preliminary Work:* From time to time during the course of the Project, the Consultant may provide Client with preliminary working drawings, sketches, opinions of probable cost, draft specifications,

etc. Such documents may or may not be labeled as "Draft" or "Preliminary." Regardless, Client should not under any circumstances use such information as if it were final. Preliminary documents have not been fully reviewed and may change substantially prior to final submittal.

25. *Force Majeure*: An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of Force Majeure, the obligations of Consultant to perform its scope of services shall be suspended for the duration of the event of Force Majeure. In such event, Consultant shall be equitably compensated for any time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure.
26. *Limitation on Liability*: Consultant shall not, under any circumstances, be liable to Client or any third party for any loss of revenue, lost profits, loss of production, down time, loss of use, business interruption, any other indirect or consequential damages, or for any exemplary, special, or punitive damages arising out of or otherwise related to the Agreement, the project documents, or Consultant's services, whether caused by client's breach of contract, negligence, statutory law, or any other legal theory. Notwithstanding anything to the contrary herein, consultant's total aggregate liability to client for any damages arising from or related to the Agreement, the project documents, or Consultant's service, for any reason whatsoever and irrespective of form or forum, shall be further limited to the total amounts paid by Client to Consultant during the six (6) months prior to the assertion of such claim, demand, or otherwise. Client acknowledges that the remedies provided for herein are exclusive and in lieu of all other remedies. The foregoing limitations on liability shall apply even if the above stated remedy fails of its essential purpose.
27. *Non-Solicitation*: During the period commencing on the effective date of the agreement and ending one year following the termination date of the Agreement, the Client and its agents, its owners, employees, agents, or any person or entity having contractual relationships with Client shall not, without the Consultant's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other services of the Consultant or (ii) hire, on behalf of the Client or any other person or entity, any person who is employed by the Consultant. during the period commencing on the effective date through and ending two years following the termination date of the Agreement, the Client will not, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the Consultant with, or endeavor to entice away from the Consultant, any person who during the term of the Agreement is, or during the preceding two-years period, was co- investor, co- developer, joint ventures or other customer of Consultant.



March 6, 2023

Jerry Hood, P.E., CEO  
Engineering Management, Inc.  
303 Swanson Drive  
Lawrenceville, GA 30043



400 Galleria Parkway, Suite 1500  
Atlanta, GA 30339 | 770-794-7012

Re: Civil Engineering Project- Hoschton Mulberry Park Concept Plan  
City of Hoschton, Georgia

Dear Mr. Hood,

Thank you for the opportunity to offer our civil engineering services for this exciting project.

Brewer Engineering, Inc. was founded in 1994. Since 1998 we have provided civil engineering services for over \$1.4 Billion dollars of construction projects, with over 1 million square feet of educational, governmental, and commercial facilities. We have a 29-year history of working on a vast array of projects in the metropolitan Atlanta area, and the State of Georgia.

It is our understanding that the scope of the project is to provide conceptual plans and for a proposed park and beautification project located at Mulberry Street and West Broad Street in Hoschton, Georgia. We will partnering with landscape architects at TJ Schell to complete the conceptual design for the site.

We have listed below our proposed services for this project:

#### **Initial Concept Plan Phase**

1. **Kick Off Meeting:**  
Attend kick off meeting with the City to discuss project and the goals of the City for this property
2. **Site Visit and Summary:**  
Perform site visit, photographing portions of the site, make general observations of items that might impact development, review perimeter of the site for development issues or conflicts, provide general review of survey with site, and observe traffic movements. Identify development constraints and summarize any major issues on-site including ones that have been identified through Owner-provided information or by others.
3. **Concept Plan Development:**  
Based on information obtained in the kickoff meeting along, Brewer Engineering in coordination with TJ Schell will prepare a draft concept plan for review which includes the following:
  - a. Sidewalk and barrier wall along Broad Street
  - b. Sidewalk along Mulberry Street
  - c. Parking area near Mulberry House
  - d. 10' mulch walking trail around perimeter of the site
  - e. Ampitheater and stage
  - f. Landscaping and beautification plan for the Mulberry House

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**Initial Concept Plan Review Phase**

1. **Review Meeting:**  
After submitting conceptual plan to the City for review, meet with City to obtain feedback and comments on draft concept plan.
2. **Revised Draft Concept Plan:**  
Prior to completing a final concept plan for the City, Brewer Engineering and TJ Schell will incorporate the comments received in the review meeting and prepare an updated draft concept plan for review and comment. This plan shall become the basis for the final concept plan.

**Final Concept Plan Phase**

1. Upon receipt of any comments from the City, Brewer Engineering and TJ Schell will prepare a final concept plan. The drawings completed shall consist of the following:
  - a. Concept Site Plan
  - b. Concept Grading & Drainage with a conceptual approach to stormwater management for the site
  - c. Concept Landscape Plans
  - d. Color drawing of Concept Site Plan
2. Services, Plans or Designs that are NOT included in this Proposal and are NOT included in Brewer Engineering’s services.
  - a. Irrigation Plans
  - b. Hydrological Studies
  - c. Utility Plans
  - d. Septic System Plans or Design
  - e. Georgia DOT Entrance Permit Plans
  - f. Wetland Permitting or Wetland Certifications
  - g. FEMA or Floodplain Studies or Permitting
  - h. As-built plans or surveys or certifications
  - i. Permit Fees
  - j. Traffic or Signalization Plans or Studies
  - k. Geotechnical Investigations
  - l. Environmental Reporting or Studies
  - m. Soil Surveys

**The Total Lump Sum Fee for Engineering Services:  
\$ 9,200 (Nine Thousand Two Hundred Dollars)**

**Fee Broken Out by Phases:**

Initial Concept Design Phase	\$ 4,200
Initial Concept Plan Review Phase	\$ 2,400
<u>Final Concept Plan Phase</u>	<u>\$ 2,600</u>
100%	\$ 9,200

**The Total Lump Sum Fee for Landscape Architecture Services – See Attached Proposal from TJ Schell for scope:**

**\$ 6,090 (Nine Thousand Two Hundred Dollars)**

**This proposal includes both the fee for Brewer Engineering and TJ Schell who will be a subconsultant for Brewer Engineering. Proposal and scope of services for TJ Schell is attached.**

**Payment:**

Brewer Engineering will bill monthly for the services listed based on a percentage of completion of the phase or phases being worked on for that month. Payment due within 30 days of invoice.

Reimbursable Expenses are not included in this proposal fee.

- Plotting Expenses, Blueprints, fees and reimbursable expenses.
- All expenses will be billed to client at cost plus a 10% administrative fee by Brewer Engineering, Inc.
- All development or permit fees are the responsibility of the owner.

Additional Services Unit Rates if requested – Additional Services must be approved in writing before any additional services are performed.

**Brewer Engineering Hourly Rate Schedule:**

Principal Engineer	\$ 165.00/hour
Professional Engineer	\$ 150.00/hour
CADD Designer	\$ 95.00/hour
Clerical/Office	\$ 50.00/hour

Once again, thank you for the opportunity to offer our services. If you have any questions or comments, please give us a call. We look forward to working with you.

Sincerely,



Jenni R. Olivo, P.E.

***Proposal valid for 60 days from date of proposal***

**Client:** Jerry Hood, P.E., CEO  
Engineering Management, Inc.

**Client Address:** 303 Swanson Drive  
Lawrenceville, GA 30043

The Terms and Conditions on the following pages of this proposal, when initialed by both parties, are incorporated and made part of this agreement.

**Client Acceptance**

This proposal accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name / Title

## Terms and Conditions

**Performance of Services:** Brewer Engineering shall perform the services outlined in this Proposal Agreement and all attachments in consideration of the stated fee and payment terms.

**Reimbursable Expenses:** Reimbursable expenses include actual expenses plus 10% made by Brewer Engineering in the interest of the project. Reimbursable expenses include: printing, plotting, scanning, travel expenses for projects located over 50 miles from offices of Brewer Engineering, submission fees, review fees, testing fees, development fees, etc.

**Access to Site:** Unless otherwise stated, Brewer Engineering will have access to the site for activities necessary for the performance of the services. Brewer Engineering will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

**Payment:** Accounts unpaid 30 days after the invoice date may be subject to a monthly charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after billing, Brewer Engineering may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees.

**Identification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Brewer Engineering, its officers, directors, employees, agents, and subcontractors from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages liabilities, or costs attributable to the sole negligence or willful misconduct of Brewer Engineering.

**Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of Brewer Engineering, whether written or oral, and any plans, specifications or other documents and services provided by Brewer Engineering are for the sole use and benefit of the Client and are not to be provided to any other person, entity without the prior consent of Brewer Engineering. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of any third party against either Brewer Engineering or the Client.

**Certifications, Guarantees and Warranties:** Brewer Engineering shall not be required to execute any document that would result in Brewer Engineering certifying, guaranteeing or warranting the existence of any condition. Brewer Engineering does not warrant or guarantee any particular result from its services under this Agreement.

**Limitation of Liability:** In recognition of the relative risks, rewards, and benefits of the project to both the Client and Brewer Engineering, The Client agrees, to the fullest extent permitted by law, to limit the liability of Brewer Engineering and its subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability to Brewer Engineering and its subconsultants to all those named shall not exceed \$ 100,000 Dollars, or Brewer Engineering total fee for services rendered on this project, whichever is the lesser. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Ownership of Documents:** All documents prepared or produced by Brewer Engineering under this Agreement are instruments of Brewer Engineering's professional service and shall remain the property of Brewer Engineering and may not be used by the Client for any other purpose without the prior written consent of Brewer Engineering.

**Electronic Media:** No warranties express or implied are made with respect to the electronic form of the Brewer Engineering's drawings or specifications, including any implied warranties of merchantability or fitness for a particular purpose. It is understood that if the Client makes use of the electronic form of Brewer Engineering's drawings or specifications, the Client does so at the Client's sole risk and that the drawings in electronic form are provided "as is" without warranties of any kind. The electronic form of Brewer Engineering's drawings ARE NOT considered part of the CONSTRUCTION DOCUMENTS in any way, and they are provided to the Client only for a convenience. Brewer Engineering shall have no obligation to or through the Client for use of the electronic form of the drawings, including any obligation or liability for the accuracy of the information furnished through the electronic form. In addition to and notwithstanding the foregoing, and to the fullest extent permitted by law, the Client indemnifies and holds harmless Brewer Engineering from and against any and all claims, damages, losses, expenses, consequential or special damages (including but not limited to attorney's fees) and for any loss of profits in connection with or arising from the use of the electronic form of the Brewer Engineering's drawings.

**Standard of Care:** The standard of care for all professional services performed or furnished by Brewer Engineering under this Agreement will be the skill and care ordinarily employed by civil engineers in the performance of similar duties under similar conditions and like surrounding circumstances.

**Dispute Resolution:** Any claims or disputes between the Client and Brewer Engineering arising out of the services to be provided by Brewer Engineering or out of this Agreement shall be submitted to a nonbinding mediation. The Client and Brewer Engineering agree to include similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

**Termination of Services:** This Agreement may be terminated at any time by any party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay Brewer Engineering for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

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Initials



## T J Schell

2985 GORDY PARKWAY,  
#422  
MARIETTA, GA 30062

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March 6, 2023

### **Re: Proposal for Concept Landscape at Mulberry Park**

Jenni Olivo, P.E.

#### **Brewer Engineering**

400 Galleria Parkway, Suite 1500  
Atlanta, GA 30339  
770-794-7012 office, 770-653-8144 cell

Dear Jenni:

Thank you for the opportunity to submit the following proposal to provide Landscape concept design services for the Mulberry Park site. The scope of work for the referenced projects is described below:

#### **Concept Design**

##### **Area 1 (Foundation landscape and garden around Mulberry House)**

- TJ Schell to coordinate with Engineer and architect related to areas of renovation and preservation directly adjacent to the Mulberry House.
- Plant palette to reflect research of past plantings (if available) and to combine with mostly native plantings. Explore herb/kitchen garden if feasible. Consider incorporating cistern and/or design elements like rain chain. Consider area to visually show plant names and native range for educational purposes.

##### **Area 2 (Overall landscape for site including 10' walking trail, parking lot, removal of invasive species in stream buffer and throughout site)**

- TJ Schell to coordinate with Engineer related to trail location, materials, and areas for possible boardwalk and/or overlook to maximize views.
- TJ Schell to design trees and landscape to comply with all local ordinances in the concept phase so that it is seamless when proceeding to development plans.
- TJ Schell to coordinate with Engineer to explore if detention can be a visual focal part of the overall park.

##### **Area 3 ( Amphitheater concept)**

- TJ Schell to coordinate with Engineer to explore options for small amphitheater. Consider option as shown (see example below – Kennesaw State University) with sodded level areas with small seat/retaining walls rather than totally impervious area.
- TJ Schell to provide repeating focal landscape areas as approved by the Owner throughout park to establish a unique Mulberry Park identity.

**2 meetings (2 hrs ea.) + (30 hours [10 ea. Area]) + 1 Client Revision (10 hrs.) hours @ 145.00 =**

**Proposed Fee**

**\$6,090.00**





Per our agreement, it is our understanding that the engineer/architect will furnish the boundary/ topo survey and base grading plan for the referenced areas (Auto CAD 2023 does not include Civil 3D). Any further changes (i.e., changes in the scope of work changes initiated by the client) made after acceptance of this proposal may require additional services. Additional work will be available at a rate of \$145.00 per hour (Landscape Architect) and may be provided if confirmed in writing.

Our estimate is contingent upon proceeding with the original scope as referenced above. Please note that this is a concept plan only and does not include final site furnishings, irrigation, hardscape, or final lighting design. Other excluded services include, but are not limited to, subsurface conditions such as soil/water as it pertains to the health of plant materials, and all drainage issues related to the final site plan that is implemented. Also, industry standard reimbursable expenses for prints and mileage are included in the fee, but other possible reimbursable items are not included. (i.e., permitting fees, postage and/or courier charges, etc.) It is our understanding that we will provide the Owner & engineer with a stamped and signed pdf (electronic version) and they will be responsible for all additional printing.

The client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney’s fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect’s negligent errors or omissions.

Please review the scope of services. We will gladly discuss any changes that you may require. If you find the scope of services acceptable, please endorse in the appropriate space below and return via e-mail scan to [teresa@tjschell.com](mailto:teresa@tjschell.com) Please call Teresa Eldredge, PLA, ISA at (770) 361-2319 if you have any questions.

Respectfully submitted,

Approved,

**T J Schell, LLC, Landscape Architects**

**Brewer Engineering**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



[www.wlandstudio.com](http://www.wlandstudio.com)

March 9, 2023

Ms. Jennifer Kidd-Harrison, City Manager  
City of Hoschton

Dear Ms. Kidd-Harrison:

We are grateful for you reaching out about us providing design services for a downtown park in Hoschton. We also enjoyed the time spent with Mr. Hayes walking the property. It certainly is a wonderful site and has the potential to serve your growing community with a much needed public greenspace.

Based on our conversation and your description of design services already proposed by other consultants, my team here is doubtful that we are a good fit for this specific project. We would like to help on the project and think it would be a really fun site to work with, but we are hesitant to establish a fee for developing construction documents and overseeing construction for a yet to be determined design.

We will typically encourage our clients to develop a well thought out, well vetted schematic design—what most people would call a master plan. We typically take that design to about a 35%-65% Construction Document-level design, which we call Design Development. This allows us to develop accurate cost estimates and to engage with potential contractors to gauge local interest in completing the work.

We estimate that to do that-- meeting with you, finalizing site program, developing a Design Development package with cost estimates-- would cost \$27,000, including expenses.

I will attach a copy of our approach spreadsheet that we used to come up with this fee. It shows all the steps we would take and the amount of hours we predict each team member will spend on the project.

Again, I believe you have a proposal with which you are comfortable and provides an A to Z delivery. We have done that in the past; but considering the amount of work we have already on our plate, it is not a risk we feel is necessary right now.

Sincerely,

A handwritten signature in black ink, appearing to read "Keyes Williamson". The signature is fluid and cursive.

Keyes Williamson  
Principal Landscape Architect  
[keyes@wlandstudio.com](mailto:keyes@wlandstudio.com)  
706-543-5459 ext. 227



<b>Park Master Plan Hoschton, Georgia</b>	<b>Principal LA WLA Studio</b>	<b>Project Manager WLA Studio</b>	<b>Landscape Architect WLA Studio</b>
<b>Tasks</b>			
<b>Phase I: Project Initiation and Identifying Opportunities</b>			
Contract Agreement - Change Order Approval & Subconsultant Agreements	2		
Monthly Reports Developed & Submitted (duration of project)		12	
Develop Project Base Maps - Utilize Existing Topo Survey			4
Initiate New Topo Survey if necessary		2	
Receipt & Review of Additional Information from Client	4	4	8
Budget Requirements relevant to Construction Project			
Additional Data, as appropriate			
Kick-off Meeting with Project Team	8	8	8
On-Site Meeting & Inspection			
Review in Field Project Elements			
Discussion - Identification of Potential Issues			
Confirmation of Project Schedule & Milestone			
Identification of Geo-tech & additional Survey, as appropriate			
Kick-off Meeting with Client and City Representatives	8	8	8
Discussion of Client Priorities			
Review & Discussion of Findings from Project Team Meeting			
Discussion of Cost Estimate - Current Status			
Existing Conditions Assessment		8	16
<b>Phase II: Design Development</b>			
Schematic Design Development	2	8	32
Refine Site Program			
Site Design Concepts (up to three designs)			
Prepare Draft DD Package	2	8	24
Project Team Review of Draft DD Package	2	2	1
Project Team Conference Call	2	2	
Discussion of Options to Lower Cost			
Alternate Design Options			
Identification of Permit Requirements			
Other Project Elements (based on revised cost estimate and budget)			
Finalize DD Package	2	4	24
In-House/Project Team Review	2	4	1
Review & Approval by Client			
Revisions			
Final Submittal - DD Package		1	1
Digital File & 2 Hard Copies (Typical)			
Review & Approval by Client			
Final Presentation	4	4	8
<b>Total Hours-Master Plan</b>	<b>38</b>	<b>75</b>	<b>135</b>

## Jennifer Kidd-Harrison

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**From:** Keyes Williamson <keyes@wlandstudio.com>  
**Sent:** Thursday, March 9, 2023 10:30 AM  
**To:** Jennifer Kidd-Harrison; Jennifer Peppers  
**Subject:** City Park  
**Attachments:** Hoshton Park\_City Park.pdf

Ms Kidd-Harrison,  
I have attached a letter. It does provide a fee for developing a masterplan/design development package for the City, but does not take it all the way through construction. I tried to explain my thought process.

I wish you well. It is a great site and will be a cool park once completed.  
Keyes

--

*J. Keyes Williamson*

### **WLA Studio**

675 Pulaski Street, Suite 1000

Athens, GA 30601

p. 706.543.5459 xt.227

f. 706.543.5456

[keyes@wlandstudio.com](mailto:keyes@wlandstudio.com)

[www.wlandstudio.com](http://www.wlandstudio.com)

## NEW BUSINESS

CivicPlus – Recodification – Adding Subdivision, Zoning & LDC



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-39290-1

**Date:**

3/7/2023 12:48 PM

**Expires On:**

6/5/2023

**Client:**

HOSCHTON, GEORGIA

**Bill To:**

HOSCHTON, GEORGIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Susan Webb	x	swebb@civicplus.com		Net 30

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Recodification	Recodification (per page)- SubDivision, Zoning & LDC now being added. 3 Completed Sets of the entire code with new additions with Chapter Tabs. No Binders	One-time
1.00	Legal Review	Legal Review- Attorney Review of new material	One-time
Total Investment - Year 1			USD 6,710.00
Annual Recurring Services (Subject to Uplift)			USD 0.00

Total Days of Quote:366

*In budget \$5200.00*

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Hoschton GA - Code and Supp Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

<b>Organization</b>	<b>URL</b>	
Street Address		
Address 2		
City	State	Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

<b>Billing Contact</b>	<b>E-Mail</b>	
Phone	Ext.	Fax

**Billing Address**

Address 2		
City	State	Postal Code

Tax ID #	Sales Tax Exempt #
----------	--------------------

Billing Terms	Account Rep
---------------	-------------

**Info Required on Invoice (PO or Job #)**

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: \_\_\_\_\_

<b>Contract Contact</b>	<b>Email</b>	
Phone	Ext.	Fax

<b>Project Contact</b>	<b>Email</b>	
Phone	Ext.	Fax