

CITY OF HOSCHTON  
CITY COUNCIL  
THURSDAY, SEPTEMBER 14, 2023 AT 6:00PM  
HOSCHTON COMMUNITY CENTER  
65 CITY SQUARE, HOSCHTON



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PUBLIC HEARING

MINUTES

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WELCOME AND CALL TO ORDER *at 6:01pm by Acting Mayor James Lawson*

INVOCATION *by Councilmember Fredria Sterling*

PLEDGE OF ALLEGIANCE *by Councilmember Sam Waites*

ADMINISTER THE OATH OF OFFICE TO COUNCILMEMBER SAM WAITES

*Oath administered by City Attorney Abbott Hayes*

AGENDA APPROVAL *motion to approve with no changes by Sterling, seconded by Councilmember Tracy Carswell, and all in favor*

NEW BUSINESS:

1. **Z-23-06 Rezoning:** G.P.'s Enterprises, Inc., applicant and property owner, by Charles "Chuck" Ross, seeks to rezone property (Map/Parcels 113/030 and 113/018) (54.99 acres) fronting on the north side of State Route 53, the east and west sides of Nancy Industrial Drive, and the end of Amy Industrial Lane from M-1 (Light Industrial) District to PUD (Planned Unit Development) District. Proposed use: Mixed use planned unit development consisting of 712 (360 apartments and 352 fee simple townhouse) units and 63,000 square feet of retail, restaurant, office and civic space. (Development of Regional Impact # 4047) [planning staff recommendation: denial]

*Comments in Support:*

*Chuck Ross on behalf of G.P.'s Enterprises- Property is zoned for and could support a truck terminal, but unnamed city leaders reached out to Mr. Flanigan, the property owner, to ask him not to put such a project in that location. Mr. Flanigan then came up with the project at hand. The area is lacking in commercial and retail spaces, along with other types of housing, which this project would address. Over 5 acres would be dedicated to the City. Mr. Ross stated that \$125,000 would be paid by the owner/developer toward a traffic signal at the Hwy 53/Peachtree Rd intersection. Their impact fee cost would be around \$9,000 per unit.*

Comments Opposed:

*Christina Brown, 205 Quail Run, began by stating that this project does not align with the zoning ordinance. The City lacks the water supply and sewer capacity necessary to support this development. The number of public safety employees required to service this area exceeds what the City can currently handle.*

*Bob McDevitt, 117 Powell Court, stated his agreement with Dr. Weitz's opinion and Ms. Brown's statements, also that the City is not ready for a project of this size because of the lack of infrastructure.*

*Jack Flynn, 585 Cumberland Trail, asked the Council to consider the required setbacks, signage, and proximity to Hwy 53.*

*Tawna King, 689 Creek Nation Road, asked how much the developers are paying per unit to offset the impact to our school system and infrastructure. The impact fees are not high enough. Consider requiring developers to provide green space elsewhere within the City to offset development of this magnitude.*

*Janie Brown, 556 Cumberland Trail, asked for clarity on the location of the recently approved gas station in relation to the proposed development. [Acting Mayor Lawson answered that the gas station is further down the road (hwy 53) toward Winder. This property is right next to the Tractor Company close to our sewer plant facility.] Ms. Brown continues by stating that she agrees that the water/sewer infrastructure is not in place at this time for this type of development.*

*"Dr. Champ" Nicholas Lee Sutton, 51 Main Street, thanked the developers for their work. He mentioned that people need to be paying attention to things that can affect radiation levels and people's health. There is an opportunity for research and natural medicines in the farmlands and we are losing farmlands.*

2. **Z-23-07 Rezoning:** Stanton E. Porter, applicant, Whitworth Realty Advisors, Ashishkumar Patel and Stewart Christian, property owners, seeks to rezone property (approximately 1.38 acres) (part of Map/Parcel 119/004N1 totaling 3.38 acres) fronting on the west side of State Route 53 north of East Jefferson Street/ West Jefferson Street from MU (Mixed Use) District to C-3 (Commercial Motor Vehicles Service and Repair District). Proposed use: car wash. [planning staff recommendation: denial]

*Dr. Weitz pointed out that the primary reason for his recommendation of denial is that this application is for a car wash (auto-oriented use) in a residential area.*

Comments in Support:

*Stanton Porter, on behalf of the applicant, stated that this is a modern drive-thru car wash design with vacuum stations. If the zoning is approved, it would be C-3 but for this one particular use: if someone tore down the car wash in the future, they would not be*

able to put just any other C-3 business in its place. Mr. Porter presented pictures of similar car wash facades for the Council to review.

Comments Opposed:

*Christina Brown, 205 Quail Run, said that this "spot zoning" would lower the quality of life for the Creekside subdivision. This parcel is zoned MU (Mixed Use) and should be used for one of the many businesses that fall within that category. Typical car washes use approximately 9,500 gallons per day, which would be an issue for the City.*

3. **Resolution 2023-14:** A Resolution Amending the Comprehensive Plan to adopt an "Official Corridor Map" as a part of the transportation component/chapter so as to designate land to be reserved for the construction of future or improvement of existing transportation facilities, including streets, highways, bikeways, sidewalks, and multi-use trails.

*Dr. Weitz explained that the purpose of the Corridor Map is to plan for the future needs of the City. Letters were mailed to affected property owners and a public meeting was held during which Dr. Weitz presented the plan and answered questions from residents.*

Comments in Support:

*Debbie Caffin, 167 Montvale Drive, said that planning for this connectivity is important. She urged Council to plan future developments with a focus on preserving green spaces.*

Comments Opposed:

*Rodney Cato, 140 Hawthorn Way, stated that Map #4 of the proposal emptied into already heavy traffic beside the elementary school.*

*Rosemary Bagwell, 677 Deer Creek Trail, does not want to see a through road on Map #2 as this is the area of a proposed future shopping center. A through road might jeopardize the development of the whole property.*

*Ryan Mitchell, 203 New Street, has lived here for two years and believes it is vital for the downtown area to be preserved. Map #3 would interrupt the downtown feeling. He believes more multi-use paths and greenways are needed.*

4. **Ordinance O-23-05:** An Ordinance Amending the Subdivision and Land Development Ordinance, Article VI, "Access and Design Requirements for Roads," Section 602, "Conformance to Adopted Major Thoroughfare and Other Plans" to provide reference to a new code section and to provide reference to an official corridor map; and to amend Article IX, "Development Plans and Permits," to add a new Section 910, "Official Corridor Map."
5. **Ordinance O-23-06:** An Ordinance Amending the Subdivision and Land Development Ordinance, Article VI, Access and Design Requirements for Roads, Section 620,

"Residential Driveways," and Section 621, "Non-Residential Driveways" to modify standards and specifications.

*Dr. Weitz recommends that the Council approve amendments.*

Comments Opposed:

*[no name stated] suggested that the City fine those individuals who are causing the issues instead of creating a new ordinance.*

6. **Ordinance TA-23-02:** An Ordinance Amending the Zoning Ordinance Adopted January 4, 2016, as amended, to amend Article VII, "Nonconformities," Section 7.03, "Nonconforming Use," to authorize the replacement of a nonconforming manufactured home with a new manufactured home per amendment to the Zoning Procedures Law.

*Dr. Weitz reiterated that this is a state requirement and the City is just codifying the change in zoning procedures law.*

7. **Ordinance TA-23-03:** An Ordinance Amending the Zoning Ordinance Adopted January 4, 2016, as amended, to amend Article VI, "Specific Use Provisions" to add a new Section 6.50, "Small Wireless Facility;" to amend Article IV, "Zoning Districts," "Table 4.1, "Permitted and Conditional Uses for Residential and Agricultural Zoning Districts" and Table 4.3, "Permitted and Conditional Uses in Non-Residential Zoning Districts" to add "small wireless facility" as a permitted use to all zoning districts; and to amend Article XII, "Definitions" to add definitions of terms relating to small wireless facilities.

*Dr. Weitz reiterated that this is a state law.*

Comments in Support:

*Howard Borsa, 73 Sinclair Circle, is in favor of anything that will improve cell phone coverage.*

Comments Opposed:

*"Dr. Champ" Nicholas Lee Sutton, 51 Main Street, expressed concerns about the proximity to homes and the negative health effects caused by these amplifiers. 28 minutes near these kinds of sites will "cook organs".*

ADJOURN *motion to adjourn at 7:13 by Lawson, seconded by Carswell, and all in favor*

Roll Call:

Acting Mayor James Lawson  
Councilmember Tracy Carswell  
Councilmember Fredria Sterling  
Councilmember Sam Waites

Also Present:

Jennifer Harrison, City Manager

Dr. Jerry Weitz, City Planner

Jerry Hood, City Engineer

Abbott S. Hayes, City Attorney

Jen Williams, Admin. Assistant

Media

Approved:

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James Lawson, Acting Mayor

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Date

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Jennifer Williams, Assistant City Clerk



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WORK SESSION

MINUTES

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WELCOME AND CALL TO ORDER *at 7:13pm by Acting Mayor James Lawson*

AGENDA APPROVAL *motion to approve with no changes by Councilmember Fredria Sterling, seconded by Councilmember Sam Waites, and all in favor*

REPORTS BY MAYOR, COUNCIL, AND STAFF

OLD BUSINESS

1. **Ordinance O-2023-03:** An Ordinance Amending the Code of Ordinances of the City of Hoschton, Georgia, Chapter 11, "Traffic and Vehicles," To Adopt a New Article IV, "Stopping, Standing and Parking;" To Repeal Conflicting Ordinances; To Provide for Severability; To Provide For an Effective Date; To Provide for Codification; and For Other Purposes [*Postponed from August 17, 2023*]  
*Hoschton Police Chief Brad Hill said that the City currently follows the state law when it comes to parking. He looked over the Pendergrass parking ordinance that was presented to the City and suggested changes as laid forth in the Council packet. Chief Hill explained that sidewalk parking issues would be addressed on a complaint-driven basis; his officers will not focus on driving around to write parking citations.*
2. **Z-23-02: Annexation and Zoning and Rezoning:** The Providence Group of Georgia, LLC, applicant, Shannon C. Sell, and Paul T. and Brenda A. Cheek, property owners, seek to annex approximately 33.0 acres with PUD (Planned Unit Development) District zoning. The property proposed to be annexed consists of that part of Map/Parcel 119/019 not currently in the city limits of Hoschton (approximately 25.6 acres) (Shannon C. Sell, owner) and all of Map/Parcel 113/003A (approximately 7.4 acres) (Cheek property). The property to be annexed fronts approximately 824 feet on the north side of Pendergrass Road (SR 332) west of E.G. Barnett Road and also fronts approximately 640 feet on the west side of E.G. Barnett Road (Cheek property) and also gains access to the east side of East Jefferson Street via the remainder of the Sell property (Map/Parcel 119/019). Current zoning of property to be annexed is A-2, Agricultural-Rural Farm District in unincorporated Jackson County. Additionally, the applicant seeks to rezone approximately 84.46 acres of property contiguous to the proposed annexation (part of Map/Parcel 119/019 inside the city limits of Hoschton, i.e., part of remainder of Sell property, totaling 58.86 acres, fronting on the east side of East Jefferson Street and 17.86 acres fronting approximately 1,115 feet on the west side of East Jefferson Street and fronting approximately 1,230 feet on the south side of West Jackson Road (Map/Parcel 119/018)

(property of West Jackson, LLC) from A (Agricultural) District to PUD (Planned Unit Development) District. The total estimated acreage within the proposed PUD site plan/ zoning district is 109.72 acres. Proposed use: residential planned unit development (334 units which may include up to 90 fee simple townhouse units) and open space [*Public Hearings held May 11, 2023 and June 15, 2023*]

*City Attorney Abb Hayes explained to community members that the City is waiting on unanimity from the property owners on this application before taking any action.*

- Z-23-03: Annexation and Zoning (Development of Regional Impact #3960):** Rocklyn Homes, by Mahaffey Pickens Tucker, LLP, applicant, Mary Ann Kenerly and New Hope AME Church, property owners, seek to annex 287.14 acres with PUD (Planned Unit Development) District zoning. The property proposed to be annexed and zoned PUD consists of Map/Parcels 114/001A, 114/001B1, 114/002A and 114, 001B, fronting approximately 5,550 feet on the east side of State Route 53 approximately 410 feet south of Pearl Industrial Avenue (1688 and 2512 Highway 53). Current zoning is A-2, Agricultural-Rural Farm District in unincorporated Jackson County. Proposed use: Mixed use development including approximately 3.54 acres of commercial use, church and 5.5 acres of church expansion, 404 townhome units, 651 single-family lots and approximately 24 acres of civic space.

*The City has been in communication with the developer concerning conditions of zoning.*

- RFP 23-009: 69 City Square**

*Jennifer Harrison explained that all submitted proposals will be presented to the council once the proposal period ends on Friday, September 15<sup>th</sup>.*

- RFP 23-010: 4162 Hwy 53, Unit 100**

*Jennifer Harrison explained that all submitted proposals will be presented to the council once the proposal period ends on Friday, September 15<sup>th</sup>.*

## NEW BUSINESS

- Resolution 2023-016:** A Resolution Accepting from Southeast-Peachtree Acquisition, LLC the dedication of Additional Right of Way (0.261 acre) Along Peachtree Road Fronting the Alma Farms Subdivision.  
*Dr. Jerry Weitz, Consulting City Planner, explained that this right-of-way acceptance is routine.*
- Resolution 2023-017:** A Resolution Regarding Use of Public Roads During the Hoschton Fall Festival.  
*City Square, Bell Avenue, Railroad Avenue, and a portion of West Broad Street will be closed for the Fall Festival, October 6<sup>th</sup>-8<sup>th</sup>. A portion of Highway 53 will be closed the morning of October 7<sup>th</sup> for the annual Fall Festival parade.*
- Resolution 2023-018:** A Resolution Regarding Use of Public Roads During the Downtown Trunk-or-Treat Event.  
*City Square will be closed the evening of Friday, October 27<sup>th</sup>.*

4. **Resolution 2023-019:** Sewer Tap/Connection Fee Schedule Update--effective October 1, 2023  
*Jerry Hood of EMI explained that larger the meter, the greater the demand for services, thus the costs are greater. Increasing the sewer tap fees ensures that development pays its way and prevents raising the rates to the consumer. The new fees are commensurate with other growing areas and are in line with what the county charges.*
5. **Resolution 2023-020:** Building Permit Fee Schedule Update--effective October 1, 2023  
*Jennifer Harrison explained that the building fees have not been updated in years. The proposed fees would be a 25% increase above the current fees.*
6. Temporary Outdoor Alcohol Special Event Permit for Fall Festival—Casa Rica Family Mexican Restaurant
7. Temporary Outdoor Alcohol Special Event Permit for Fall Festival—The Depot by 4 Brothers
8. Temporary Outdoor Alcohol Special Event Permit for Fall Festival—Sliced
9. Final Plat, Twin Lakes Phase 9A - KLP Twin Lakes, LLC, 68 lots on 48.706 acre (including public street dedication of 5.07 acres and 8,087 linear feet. PUD zoning (Ordinance Z-18-05)  
*Dr. Weitz stated that the staff recommendation is approval of this Final Plat.*

#### CITIZEN INPUT

*Rodney Cato, 140 Hawthorn Way, offered his thanks to Chief Hill for his time spent on the parking ordinance. He suggested that to reduce burden on the City, the Kenerly property should be required to make use of septic tanks instead of connecting to the sewer; many residents are against the proposed development.*

*Eleanor Green, 122 Pheasant Run, asked why former Councilmember Debbie Martin's recommendation for her replacement-Christina Brown-was not considered. Ms. Brown has been involved and present at council meetings. Why was Sam Waites appointed at a 3:00 meeting? What was the urgency when other council seats have remained vacant for months?*

*Christina Brown, 205 Quail Run, asked if the Sell and Kenerly properties will be on the voting agenda for the regular September meeting. [City Attorney Abb Hayes replied that it will be up to council] If there have been changes from the original proposal, there will not be public discussion, so a vote would be premature. It is critical to talk about the conditions of approval before any vote. Ms. Brown expressed concerns about the Kenerly project: the need for sewer expansion and the slowing of the economy. She recommends that the City heed the direction of Dr. Weitz to "aggressively [preserve] commercial space."*

*Andy Wall, 181 Indian Creek Loop, stated that his property borders the Kenerly property and he would like to see a fence or vegetation border on the property as a requirement, as he has already experienced people errantly coming onto his property as they work next door.*

*Howard Borsa, 73 Sinclair Circle, asked about the Providence Group (Sell property developer). [Attorney Abb Hayes explained that the City is waiting on unanimity from the property owners and also explained the arbitration process.*



*Bob McDevitt, 117 Powell Court, asked that the Council postpone any voting on such major decisions until a full Council is in place. He doesn't want to see a higher tax to cover the future costs of development. There has been too much growth in Hoschton, already—don't overbuild. He would have been against the Cresswind development even though he now lives there. He sees the costs to the City and wants the best for the City.*

*Michael Segal, 86 Powell Court, suggested that the Council should get computer generated elevations for future developments instead of the 2-dimensional images that are currently considered.*

EXECUTIVE SESSION *No executive session needed.*

ADJOURN *motion to adjourn at 7:50pm by Waites, seconded by Sterling, and all in favor.*

Roll Call:

Acting Mayor James Lawson  
Councilmember Tracy Carswell  
Councilmember Fredria Sterling  
Councilmember Sam Waites

Also Present:

City Engineer Jerry Hood  
City Planner Dr. Jerry Weitz  
City Attorney Abbott S. Hayes  
City Manager Jennifer Harrison  
Admin. Assistant Jen Williams

Approved:

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James Lawson, Acting Mayor

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Date

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Jen Williams, Assistant City Clerk



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REGULAR MEETING

MINUTES

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**WELCOME AND CALL TO ORDER** at 6:01pm by Acting Mayor James Lawson

**INVOCATION** by Councilmember Tracy Carswell

**PLEDGE OF ALLEGIANCE** by Chief Brad Hill

**ADMINISTER OATH TO JEN WILLIAMS** Oath for Assistant City Clerk role administered by City Attorney Abbott S. Hayes to Jennifer Williams

**AGENDA APPROVAL** Motion to approve agenda with no changes by Councilmember Waites, seconded by Councilmember Sterling, and all in favor.

**MINUTES APPROVAL**

1. August 17, 2023 Public Hearing Minutes
2. August 17, 2023 Work Session Minutes
3. August 21, 2023 Regular Meeting Minutes
4. August 31, 2023 Special Meeting Minutes

Motion to approve all minutes with no changes by Waites, seconded by Sterling, and all in favor.

**OLD BUSINESS**

1. **Ordinance O-2023-03:** An Ordinance Amending the Code of Ordinances of the City of Hoschton, Georgia, Chapter 11, "Traffic and Vehicles," To Adopt a New Article IV, "Stopping, Standing and Parking;" To Repeal Conflicting Ordinances; To Provide for Severability; To Provide For an Effective Date; To Provide for Codification; and For Other Purposes [Postponed from August 17, 2023]

Motion to approve by Sterling, seconded by Waites, and all in favor.

2. **Z-23-02: Annexation and Zoning and Rezoning:** The Providence Group of Georgia, LLC, applicant, Shannon C. Sell, and Paul T. and Brenda A. Cheek, property owners, seek to annex approximately 33.0 acres with PUD (Planned Unit Development) District zoning. The property proposed to be annexed consists of that part of Map/Parcel 119/019 not currently in the city limits of Hoschton (approximately 25.6 acres) (Shannon C. Sell, owner) and all of Map/Parcel 113/003A (approximately 7.4 acres) (Cheek property). The property to be annexed fronts approximately 824 feet on the north side of Pendergrass Road (SR 332) west of E.G. Barnett Road and also fronts approximately 640 feet on the west side of E.G. Barnett Road (Cheek

property) and also gains access to the east side of East Jefferson Street via the remainder of the Sell property (Map/Parcel 119/019). Current zoning of property to be annexed is A-2, Agricultural-Rural Farm District in unincorporated Jackson County. Additionally, the applicant seeks to rezone approximately 84.46 acres of property contiguous to the proposed annexation (part of Map/Parcel 119/019 inside the city limits of Hoschton, i.e., part of remainder of Sell property, totaling 58.86 acres, fronting on the east side of East Jefferson Street and 17.86 acres fronting approximately 1,115 feet on the west side of East Jefferson Street and fronting approximately 1,230 feet on the south side of West Jackson Road (Map/Parcel 119/018) (property of West Jackson, LLC) from A (Agricultural) District to PUD (Planned Unit Development) District. The total estimated acreage within the proposed PUD site plan/ zoning district is 109.72 acres. Proposed use: residential planned unit development (334 units which may include up to 90 fee simple townhouse units) and open space [Public Hearings held May 11, 2023 and June 15, 2023]

*Motion to table until the regular October meeting by Lawson, seconded by Waites, and all in favor.*

3. **Z-23-03: Annexation and Zoning (Development of Regional Impact #3960):** Rocklyn Homes, by Mahaffey Pickens Tucker, LLP, applicant, Mary Ann Kenerly and New Hope AME Church, property owners, seek to annex 287.14 acres with PUD (Planned Unit Development) District zoning. The property proposed to be annexed and zoned PUD consists of Map/Parcels 114/001A, 114/001B1, 114/002A and 114, 001B, fronting approximately 5,550 feet on the east side of State Route 53 approximately 410 feet south of Pearl Industrial Avenue (1688 and 2512 Highway 53). Current zoning is A-2, Agricultural-Rural Farm District in unincorporated Jackson County. Proposed use: Mixed use development including approximately 3.54 acres of commercial use, church and 5.5 acres of church expansion, 404 townhome units, 651 single-family lots and approximately 24 acres of civic space.

*Motion to approve with 21 conditions by Carswell, seconded by Waites, and all in favor.*

4. **RFP 23-009: 69 City Square**

*Motion to table until regular October meeting by Lawson, seconded by Waites, and all in favor.*

5. **RFP 23-010: 4162 Hwy 53, Unit 100**

*Motion to approve leasing the unit to Putter's Golf Carts by Lawson, seconded by Waites, and all in favor.*

## **NEW BUSINESS**

1. **Z-23-06 Rezoning:** G.P.'s Enterprises, Inc., applicant and property owner, by Charles "Chuck" Ross, seeks to rezone property (Map/Parcels 113/030 and 113/018) (54.99 acres) fronting on the north side of State Route 53, the east and west sides of Nancy Industrial Drive, and the end of Amy Industrial Lane from M-1 (Light Industrial) District to PUD (Planned Unit Development) District. Proposed use: Mixed use planned unit development consisting of 712 (360 apartments

and 352 fee simple townhouse) units and 63,000 square feet of retail, restaurant, office and civic space. (Development of Regional Impact # 4047) [planning staff recommendation: denial]

*Motion to table until the regular October meeting by Waites, seconded by Sterling, and all in favor.*

2. **Z-23-07 Rezoning:** Stanton E. Porter, applicant, Whitworth Realty Advisors, Ashishkumar Patel and Stewart Christian, property owners, seeks to rezone property (approximately 1.38 acres) (part of Map/Parcel 119/004N1 totaling 3.38 acres) fronting on the west side of State Route 53 north of East Jefferson Street/ West Jefferson Street from MU (Mixed Use) District to C-3 (Commercial Motor Vehicles Service and Repair District). Proposed use: car wash. [planning staff recommendation: denial]

*Motion to approve with six conditions by Waites, seconded by Carswell, and all in favor.*

3. **Resolution 2023-14:** A Resolution Amending the Comprehensive Plan to adopt an "Official Corridor Map" as a part of the transportation component/chapter so as to designate land to be reserved for the construction of future or improvement of existing transportation facilities, including streets, highways, bikeways, sidewalks, and multi-use trails.

*Motion to table until the regular October meeting by Lawson, seconded by Waites, and all in favor.*

4. **Ordinance O-23-05:** An Ordinance Amending the Subdivision and Land Development Ordinance, Article VI, "Access and Design Requirements for Roads," Section 602, "Conformance to Adopted Major Thoroughfare and Other Plans" to provide reference to a new code section and to provide reference to an official corridor map; and to amend Article IX, "Development Plans and Permits," to add a new Section 910, "Official Corridor Map."

*Motion to table until the regular October meeting by Lawson, seconded by Waites, and all in favor.*

5. **Ordinance O-23-06:** An Ordinance Amending the Subdivision and Land Development Ordinance, Article VI, Access and Design Requirements for Roads, Section 620, "Residential Driveways," and Section 621, "Non-Residential Driveways" to modify standards and specifications.

*Motion to approve by Lawson, seconded by Sterling, and all in favor.*

6. **Ordinance TA-23-02:** An Ordinance Amending the Zoning Ordinance Adopted January 4, 2016, as amended, to amend Article VII, "Nonconformities," Section 7.03, "Nonconforming Use," to authorize the replacement of a nonconforming manufactured home with a new manufactured home per amendment to the Zoning Procedures Law.

*Motion to approve by Lawson, seconded by Waites, and all in favor.*

7. **Ordinance TA-23-03:** An Ordinance Amending the Zoning Ordinance Adopted January 4, 2016, as amended, to amend Article VI, "Specific Use Provisions" to add a new Section 6.50, "Small

Wireless Facility;" to amend Article IV, "Zoning Districts," "Table 4.1, "Permitted and Conditional Uses for Residential and Agricultural Zoning Districts" and Table 4.3, "Permitted and Conditional Uses in Non-Residential Zoning Districts" to add "small wireless facility" as a permitted use to all zoning districts; and to amend Article XII, "Definitions" to add definitions of terms relating to small wireless facilities.

*Motion to approve by Sterling, seconded by Lawson, and all in favor.*

8. **Resolution 2023-016:** A Resolution Accepting from Southeast-Peachtree Acquisition, LLC the dedication of Additional Right of Way (0.261 acre) Along Peachtree Road Fronting the Alma Farms Subdivision.

*Motion to approve by Lawson, seconded by Waites, and all in favor.*

9. **Final Plat, Twin Lakes Phase 9A** - KLP Twin Lakes, LLC, 68 lots on 48.706 acre (including public street dedication of 5.07 acres and 8,087 linear feet. PUD zoning (Ordinance Z-18-05)

*Motion to approve by Carswell, seconded by Waites, and all in favor.*

10. **Resolution 2023-019:** Sewer Tap/Connection Fee Schedule Update

*Motion to approve by Lawson, seconded by Sterling, and all in favor.*

11. **Resolution 2023-020:** Building Permit Fee Schedule Update

*Motion to approve by Waites, seconded by Carswell, and all in favor.*

12. **Resolution 2023-017:** A Resolution Regarding Use of Public Roads During the Hoschton Fall Festival.

*Motion to approve by Lawson, seconded by Sterling, and all in favor.*

13. **Resolution 2023-018:** A Resolution Regarding Use of Public Roads During the Downtown Trunk-or-Treat Event.

*Motion to approve by Sterling, seconded by Waites, and all in favor.*

14. Temporary Outdoor Alcohol Special Event Permit for Fall Festival—Casa Rica Family Mexican Restaurant

*Motion to approve by Carswell, seconded by Waites, and all in favor.*

15. Temporary Outdoor Alcohol Special Event Permit for Fall Festival—The Depot by 4 Brothers

*Motion to approve by Waites, seconded by Sterling, and all in favor.*

16. Temporary Outdoor Alcohol Special Event Permit for Fall Festival—Sliced

*Motion to approve by Sterling, seconded by Waites, and all in favor.*

**ADJOURN** *Motion to adjourn at 6:15pm by Lawson, seconded by Carswell, and all in favor.*

Roll Call:

Acting Mayor James Lawson  
Councilmember Tracy Carswell  
Councilmember Fredria Sterling  
Councilmember Sam Waites

Also Present:

Jennifer Harrison, City Manager  
Dr. Jerry Weitz, City Planner  
Abbott S. Hayes, City Attorney  
Jen Williams, Assistant City Clerk  
Media

*Approved:*

\_\_\_\_\_  
James Lawson, Acting Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Williams, Assistant City Clerk

ORDINANCE Z-23-02

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF LAND TO THE EXISTING CORPORATE LIMITS OF THE CITY OF HOSCHTON, GEORGIA; TO PROVIDE FOR THE ZONING CLASSIFICATION FOR SUCH ANNEXED PROPERTY; TO REZONE PROPERTY NOW WITHIN THE CITY LIMITS; TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HOSCHTON TO REFLECT ANNEXATION, ZONING AND REZONING; TO PROVIDE NOTICE OF THE APPROVED ANNEXATION TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND JACKSON COUNTY AS WELL AS THE LEGISLATIVE AND CONGRESSIONAL REAPPORTIONMENT OFFICE OF THE GENERAL ASSEMBLY; TO PROVIDE FOR AN EFFECTIVE DATE FOR AD VALOREM TAX AND OTHER PURPOSES; TO LIMIT REZONING OF THE PROPERTY ANNEXED TO A HIGHER DENSITY OR INTENSITY FOR A SPECIFIED PERIOD; AND FOR OTHER PURPOSES

**WHEREAS**, the Providence Group of Georgia, LLC, applicant, Shannon C. Sell, and Paul T. and Brenda A. Check, property owners, have filed a complete application to annex approximately 33.0 acres with PUD (Planned Unit Development) District zoning, said property proposed to be annexed consisting of that part of Map/Parcel 119/019 not currently in the city limits of Hoschton (approximately 25.6 acres) (Shannon C. Sell, owner) and all of Map/Parcel 113/003A (approximately 7.4 acres) (Check property), said property proposed to be annexed fronting approximately 824 feet on the north side of Pendergrass Road (SR 332) west of E.G. Barnett Road and also fronting approximately 640 feet on the west side of E.G. Barnett Road (Check property) and

**WHEREAS**, said annexation application includes the written and signed applications of all (100%) of the owners of all of the land, except the owners of any public street, road, highway, or right of way, proposed to be annexed, as required by O.C.G.A. § 36-36-21; and

**WHEREAS**, additionally, the applicant seeks to rezone approximately 84.46 acres contiguous to the proposed annexation, said lands including a part of Map/Parcel 119/019, i.e., part of remainder of Sell property, fronting on the east side of East Jefferson Street and 17.86 acres fronting approximately 1,115 feet on the west side of East Jefferson Street and fronting approximately 1,230 feet on the south side of West Jackson Road (Map/Parcel 119/018) (property of West Jackson, LLC) from A (Agricultural District) to PUD (Planned Unit Development District); and

**WHEREAS**, The total estimated acreage within the proposed PUD site plan/ zoning district is 109.72 acres; of which and

**WHEREAS**, the property to be annexed and zoned PUD (Planned Unit Development District), conditional, and the property to be rezoned from A (Agricultural District) to PUD

**Ordinance Z-23-02 Providence Group PUD**

(Planned Unit Development District, conditional, are described in detail in Exhibit A which by reference is incorporated herein;

**WHEREAS**, the property to be annexed is a “contiguous area” to the existing city limits of Hoschton as that term is defined by O.C.G.A. § 36-36-20(a); and

**WHEREAS**, the Property to be annexed does not result in an “unincorporated island” as that term is defined in O.C.G.A. § 36-36-4; and

**WHEREAS**, pursuant to O.C.G.A. § 36-36-6, the city provided written notice of the proposed annexation to the governing authority of the County (the Jackson County Board of Commissioners) as required by law; and

**WHEREAS**, pursuant to O.C.G.A. § 36-36-111, notice by verifiable delivery of the proposed annexation and the proposed zoning district or districts by the city was sent to the county governing authority and the affected school system, said notice having been accomplished by certified mail or statutory overnight delivery, return receipt requested, as required; and

**WHEREAS**, the Jackson County Board of Commissioners objected to the proposed annexation pursuant to O.C.G.A. § 36-36-113, and served the city with proper notice of such objection; and

**WHEREAS**, after negotiating in good faith, the City of Hoschton and Jackson County agreed to a settlement and the county’s objection was withdrawn pursuant to an annexation dispute final order approved by Jackson County, the City of Hoschton, and the applicant and approved by the Annexation Arbitration Panel appointed by the Georgia Department of Community Affairs, with the provisions that the city must limit the proposed Planned Unit Development zone/rezone to no more than 334 dwelling units and would attach conditions of approval to said approval if annexed; and

**WHEREAS**, the Hoschton City Council has authority pursuant to O.C.G.A. § 36-36-1 *et seq.* to annex certain property and authority pursuant to the Hoschton Zoning Ordinance to amend the City of Hoschton’s Official Zoning Map; and

**WHEREAS**, the Hoschton City Council held two public hearings on the application and has complied with all applicable laws and ordinances with respect to the public notice for public hearings and for the processing of such application; and

**WHEREAS**, the city’s consulting planner has prepared a report on the annexation and zoning and rezoning request, and such report provides findings with regard to the application and the extent to which the application is consistent with standards governing the exercise of zoning power articulated in the Hoschton zoning ordinance; and

**WHEREAS**, it has been determined by the Mayor and Council that such application meets the requirements of law pertaining to said application as required by applicable provisions



**Ordinance Z-23-02 Providence Group PUD**

in Chapter 36 of Title 36 of the Georgia Code and that it is desirable, necessary and within the public's interest to approve the annexation application and zoning application of the applicant and to amend the City of Hoschton's Official Zoning Map accordingly; and

**WHEREAS**, per the requirements of HB 1385 (amending O.C.G.A. § 36-36-3), effective July 1, 2022, the city is required to file a report identifying any property annexed with the Legislative and Congressional Reapportionment Office of the General Assembly, in addition to the Georgia Department of Community Affairs and the county wherein the property annexed is located;

Now, Therefore, IT IS HEREBY ORDAINED by the Hoschton City Council as follows:

**Section 1.**

The property proposed for annexation, described in Exhibit A, is hereby annexed to the existing corporate limits of the City of Hoschton, Georgia, and is hereby zoned PUD, Planned Unit Development, conditional, subject to conditions of zoning specified in Exhibit B attached to this ordinance.

**Section 2.**

The property already inside the city limits and proposed for rezoning, described in Exhibit A, is hereby rezoned from A (Agricultural District) to PUD, Planned Unit Development, conditional, subject to conditions of zoning specified in Exhibit B attached to this ordinance.

**Section 3.**

An identification of the property annexed by this ordinance shall be filed with the Georgia Department of Community Affairs and with the governing authority of Jackson County (Jackson County Board of Commissioners) in accordance with O.C.G.A. § 36-36-3, as well as with the Legislative and Congressional Reapportionment Office of the General Assembly as required by HB 1385 (amending O.C.G.A. § 36-36-3), effective July 1, 2022. The city clerk is directed to coordinate the submission of Geographic Information System (GIS) shape files by the Jackson County Geographic Information System (GIS) Department to the City of Hoschton for transmittal to said Reapportionment office as required by law. The city clerk is further directed to enter the annexation information and signed annexation ordinance into the Georgia Department of Community Affairs' online annexation reporting system.

**Section 4.**

For ad valorem tax purposes, the effective date of this annexation and zoning shall be on December 31 of the year during which such annexation occurred.

**Section 5.**

For all purposes other than ad valorem taxes, the effective date of this annexation and zoning shall be the first day of the month following the month during which this ordinance approving the annexation and zoning was adopted.

**Section 6.**

The zoning administrator is directed to update the official zoning map of the city to reflect the new city limits and the zoning classification of the property annexed as well as the property rezoned by this ordinance.

**Section 7.**

By no later than the next five-year update of the comprehensive plan, the zoning administrator is directed to show the area annexed on the future land use plan map of the city's comprehensive plan with a land use category that most closely approximates the zoning district or districts assigned to the annexed area.

**Section 8.**

Pursuant to O.C.G.A. § 36-36-112 and the approved annexation settlement agreement, the city shall not change the zoning or land use plan relating to the annexed property to a more intense density than that stated in the notice provided to the County pursuant to § O.C.G.A. 36-36-111 for two years.

So ORDAINED, this the 16<sup>th</sup> Day of October, 2023.

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James Lawson, Acting 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:

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Jennifer Kidd-Harrison, City Clerk

**Ordinance Z-23-02 Providence Group PUD**

APPROVED AS TO FORM

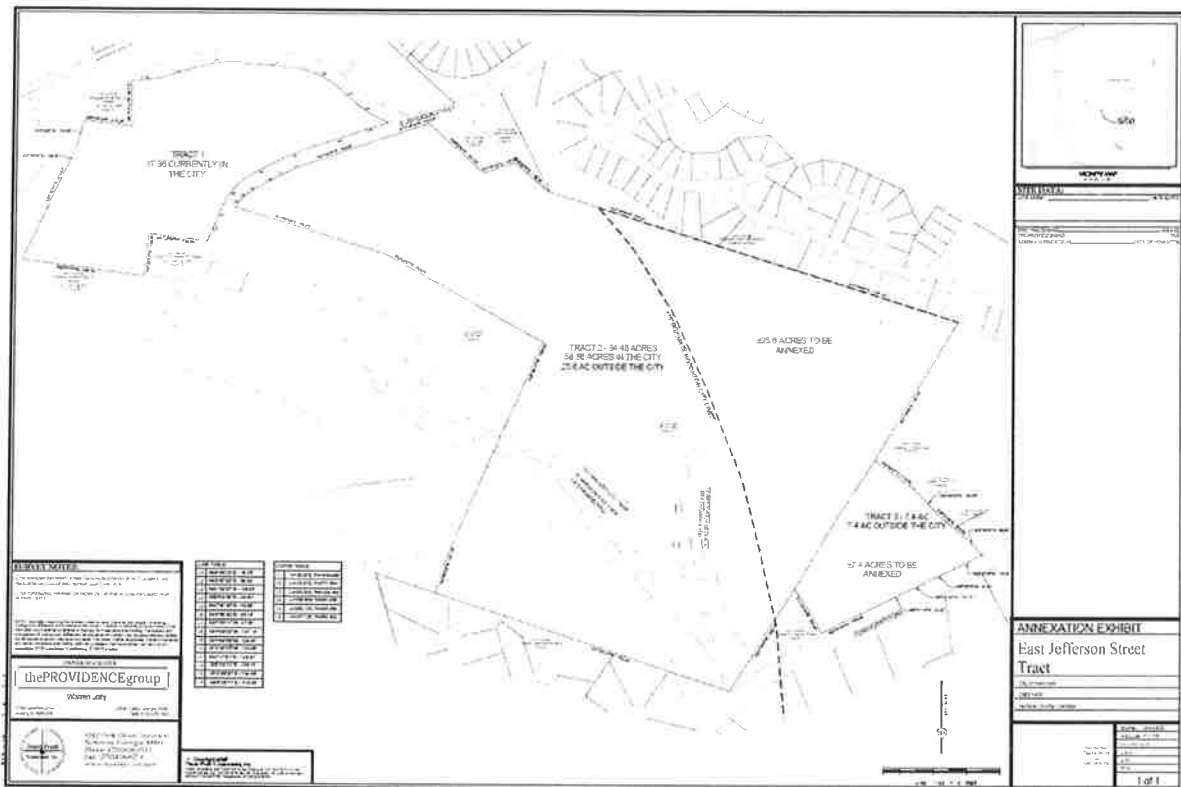
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Abbott S. Hayes, Jr., City Attorney

**EXHIBIT A  
DESCRIPTIONS OF PROPERTY**

**DESCRIPTION OF PROPERTY  
ANNEXED AND ZONED PUD CONDITIONAL**

That portion of Map/Parcel 119/019 not already inside the city limits of Hoschton, and Map/Parcel 113/003A, constituting approximately 33 acres, said property fronting on the north side of Pendergrass Road (SR 332) and the west side of E.G. Barnett Road, as shown on annexation exhibit incorporated in this exhibit, and as shown on the tax maps for Map/Parcel 119/019 and, Map/Parcel 113/003A, incorporated in this exhibit, and as described by metes and bounds incorporated in this exhibit:







DESCRIPTION OF  
East Jefferson Street Property - Annexation

All that tract or parcel of land lying and being in Georgia Militia District 1407, Jackson County, Georgia and being more particularly described as follows:

**COMMENCING** at a point at the intersection of the Northerly right of way line of East Jefferson Street and the Southwesterly right of way line of West Jackson Road; **THENCE** following a tie line South 88 degrees 57 minutes 14 seconds East a distance of 179.18 feet to a point on the Southerly right of way line of East Jefferson Street, said point being the **TRUE POINT OF BEGINNING**.

**THENCE** from said **TRUE POINT OF BEGINNING** leaving the Southerly right of way line of East Jefferson Street and proceeding South 48 degrees 06 minutes 53 seconds East a distance of 331.00 feet to a point; **THENCE** North 71 degrees 47 minutes 54 seconds East a distance of 150.00 feet to a point; **THENCE** South 48 degrees 48 minutes 27 seconds East a distance of 192.25 feet to a point; **THENCE** South 72 degrees 36 minutes 05 seconds East a distance of 607.87 feet to a point; **THENCE** South 72 degrees 35 minutes 55 seconds East a distance of 1347.30 feet to a point; **THENCE** South 31 degrees 14 minutes 05 seconds West a distance of 727.10 feet to a point; **THENCE** South 54 degrees 54 minutes 27 seconds East a distance of 215.32 feet to a point; **THENCE** South 43 degrees 49 minutes 00 seconds East a distance of 146.80 feet to a point; **THENCE** South 49 degrees 07 minutes 30 seconds East a distance of 219.08 feet to a point; **THENCE** South 43 degrees 54 minutes 30 seconds East a distance of 68.60 feet to a point on the Northwesterly right of way line of Pendergrass Road; **THENCE** proceeding along the Northwesterly right of way line of Pendergrass Road the following courses and distances; South 63 degrees 47 minutes 28 seconds West a distance of 170.95 feet to a point; **THENCE** South 65 degrees 00 minutes 59 seconds West a distance of 90.30 feet to a point; **THENCE** South 64 degrees 21 minutes 20 seconds West a distance of 157.77 feet to a point; **THENCE** South 64 degrees 01 minutes 18 seconds West a distance of 40.00 feet to a point; **THENCE** South 64 degrees 01 minutes 00 seconds West a distance of 349.00 feet to a point; **THENCE** leaving the Northwesterly right of way line of Pendergrass Road and proceeding North 31 degrees 34 minutes 00 seconds West a distance of 233.81 feet to a point; **THENCE** South 31 degrees 53 minutes 57 seconds West a distance of 542.72 feet to a point; **THENCE** North 71 degrees 53 minutes 22 seconds West a distance of 1392.00 feet to a point; **THENCE** North 71 degrees 53 minutes 22 seconds West a distance of 8.88 feet to a point; **THENCE** North 18 degrees 06 minutes 38 seconds East a distance of 187.16 feet to a point; **THENCE** North 23 degrees 46 minutes 17 seconds East a distance of 1036.20 feet to a point; **THENCE** North 60 degrees 58 minutes 57 seconds West a distance of 814.08 feet to a point; **THENCE** North 73 degrees 09 minutes 30 seconds West a distance of 708.67 feet to a point on the Southeasterly right of way line of East Jefferson Street; **THENCE** proceeding along said right of way line the following courses and distances; North 33 degrees 58 minutes 42 seconds East a distance of 41.14 feet to a point; **THENCE** North 47 degrees 40 minutes 48 seconds East a distance of 40.66 feet to a point; **THENCE** North 58 degrees 04 minutes 49 seconds East a distance of 44.80 feet to a point; **THENCE** North 61 degrees 42 minutes 07 seconds East a distance of 105.87 feet to a point; **THENCE** North 62 degrees 57 minutes 42 seconds East a distance of 56.62 feet to a point;

**Ordinance Z-23-02 Providence Group PUD**

THENCE North 66 degrees 51 minutes 23 seconds East a distance of 76.75 feet to a point;  
THENCE North 71 degrees 08 minutes 57 seconds East a distance of 282.40 feet to a point;  
THENCE North 71 degrees 29 minutes 12 seconds East a distance of 312.44 feet to a point, said  
point being the **TRUE POINT OF BEGINNING**.

Said tract contains 4,001,561 square feet or 91.86 acres.

Less and Except

+/-58.86 acres currently within the limits of the City of Hoschton as shown on the attached  
Annexation Exhibit.

This will leave the remaining +/-33 acres to be annexed into the city.



**EXHIBIT A (CONTINUED)  
DESCRIPTION OF PROPERTY  
REZONED FROM A (AGRICULTURAL) TO PUD CONDITIONAL**

A total of approximately 76.72 acres described herein separately from the approximate 33 acres annexed and zoned PUD, Conditional; said 76.72 acres including a portion of Map/Parcel 119/019 already inside the city limits of Hoschton which is a portion of that property described in the following metes and bounds (approximately 58.86 acres); and Map/Parcel 119/018, constituting approximately 17.86 acres, as shown on a tax map incorporated into this exhibit and which is described in its entirety in the following metes and bounds:



**Tax Map/Aerial Photograph of Map/Parcel 119/018**

DESCRIPTION OF  
East Jefferson Street Property

All that tract or parcel of land lying and being in Georgia Militia District 1407, City of Hoschton, Jackson County, Georgia and being more particularly described as follows:

**COMMENCING** at a point at the intersection of the Northerly right of way line of East Jefferson Street and the Southwesterly right of way line of West Jackson Road; **THENCE** following a tie line South 88 degrees 57 minutes 14 seconds East a distance of 179.18 feet to a point on the Southerly right of way line of East Jefferson Street, said point being the **TRUE POINT OF BEGINNING**.

**THENCE** from said **TRUE POINT OF BEGINNING** leaving the Southerly right of way line of East Jefferson Street and proceeding South 48 degrees 06 minutes 53 seconds East a distance of 331.00 feet to a point; **THENCE** North 71 degrees 47 minutes 54 seconds East a distance of 150.00 feet to a point; **THENCE** South 48 degrees 48 minutes 27 seconds East a distance of 192.25 feet to a point; **THENCE** South 72 degrees 36 minutes 05 seconds East a distance of 607.87 feet to a point; **THENCE** South 72 degrees 35 minutes 55 seconds East a distance of 1347.30 feet to a point; **THENCE** South 31 degrees 14 minutes 05 seconds West a distance of 727.10 feet to a point; **THENCE** South 54 degrees 54 minutes 27 seconds East a distance of 215.32 feet to a point; **THENCE** South 43 degrees 49 minutes 00 seconds East a distance of 146.80 feet to a point; **THENCE** South 49 degrees 07 minutes 30 seconds East a distance of 219.08 feet to a point; **THENCE** South 43 degrees 54 minutes 30 seconds East a distance of 68.60 feet to a point on the Northwesterly right of way line of Pendergrass Road; **THENCE** proceeding along the Northwesterly right of way line of Pendergrass Road the following courses and distances; South 63 degrees 47 minutes 28 seconds West a distance of 170.95 feet to a point; **THENCE** South 65 degrees 00 minutes 59 seconds West a distance of 90.30 feet to a point; **THENCE** South 64 degrees 21 minutes 20 seconds West a distance of 157.77 feet to a point; **THENCE** South 64 degrees 01 minutes 18 seconds West a distance of 40.00 feet to a point; **THENCE** South 64 degrees 01 minutes 00 seconds West a distance of 349.00 feet to a point; **THENCE** leaving the Northwesterly right of way line of Pendergrass Road and proceeding North 31 degrees 34 minutes 00 seconds West a distance of 233.81 feet to a point; **THENCE** South 31 degrees 53 minutes 57 seconds West a distance of 542.72 feet to a point; **THENCE** North 71 degrees 53 minutes 22 seconds West a distance of 1392.00 feet to a point; **THENCE** North 71 degrees 53 minutes 22 seconds West a distance of 8.88 feet to a point; **THENCE** North 18 degrees 06 minutes 38 seconds East a distance of 187.16 feet to a point; **THENCE** North 23 degrees 46 minutes 17 seconds East a distance of 1036.20 feet to a point; **THENCE** North 60 degrees 58 minutes 57 seconds West a distance of 814.08 feet to a point; **THENCE** North 73 degrees 09 minutes 30 seconds West a distance of 708.67 feet to a point on the Southeasterly right of way line of East Jefferson Street; **THENCE** proceeding along said right of way line the following courses and distances; North 33 degrees 58 minutes 42 seconds East a distance of 41.14 feet to a point; **THENCE** North 47 degrees 40 minutes 48 seconds East a distance of 40.66 feet to a point; **THENCE** North 58 degrees 04 minutes 49 seconds East a distance of 44.80 feet to a point; **THENCE** North 61 degrees 42 minutes 07 seconds East a distance of 105.87 feet to a point; **THENCE** North 62 degrees 57 minutes 42 seconds East a distance of 56.62 feet to a point;

**Ordinance Z-23-02 Providence Group PUD**

THENCE North 66 degrees 51 minutes 23 seconds East a distance of 76.75 feet to a point;  
THENCE North 71 degrees 08 minutes 57 seconds East a distance of 282.40 feet to a point;  
THENCE North 71 degrees 29 minutes 12 seconds East a distance of 312.41 feet to a point, said  
point being the **TRUE POINT OF BEGINNING**.

Said tract contains 4,001,561 square feet or 91.86 acres.

Together With:

All that tract or parcel of land lying and being in Georgia Militia District 1407, City of Hoschton,  
Jackson County, Georgia and being more particularly described as follows:

**BEGINNING** at a point at the intersection of the Northerly right of way line of East Jefferson  
Street and the Southwesterly right of way line of West Jackson Road, THENCE proceeding  
along the Northerly right of way line of East Jefferson Street the following courses and  
distances; South 72 degrees 26 minutes 05 seconds West a distance of 130.56 feet to a point;  
THENCE South 71 degrees 54 minutes 55 seconds West a distance of 226.47 feet to a point;  
THENCE along a curve to the left with a radius of 1220.39 feet and an arc length of 198.93 feet,  
said curve having a chord bearing of South 67 degrees 14 minutes 44 seconds West and a chord  
distance of 198.71 feet to a point; THENCE South 61 degrees 34 minutes 33 seconds West a  
distance of 107.14 feet to a point; THENCE along a curve to the left with a radius of 277.80 feet  
and an arc length of 183.41 feet, said curve having a chord bearing of South 43 degrees 39  
minutes 41 seconds West and a chord distance of 180.10 feet to a point; THENCE along a curve  
to the left with a radius of 1604.96 feet and an arc length of 100.67 feet, said curve having a  
chord bearing of South 22 degrees 57 minutes 00 seconds West and a chord distance of 100.65  
feet to a point; THENCE South 21 degrees 09 minutes 11 seconds West a distance of 87.59 feet  
to a point; THENCE departing the Northwesterly right of way line of East Jefferson Street and  
proceeding North 82 degrees 28 minutes 43 seconds West a distance of 258.96 feet to a point;  
THENCE South 07 degrees 33 minutes 35 seconds West a distance of 189.75 feet to a point;  
THENCE North 82 degrees 27 minutes 17 seconds West a distance of 550.75 feet to a point;  
THENCE North 25 degrees 58 minutes 30 seconds East a distance of 470.50 feet to a point;  
THENCE North 21 degrees 38 minutes 50 seconds East a distance of 109.73 feet to a point;  
THENCE North 14 degrees 12 minutes 51 seconds East a distance of 104.05 feet to a point;  
THENCE South 83 degrees 22 minutes 16 seconds East a distance of 215.25 feet to a point;  
THENCE North 01 degrees 15 minutes 11 seconds West a distance of 203.33 feet to a point on  
the Southerly right of way line of West Jackson Road; THENCE proceeding along said right of  
way line the following courses and distances; North 84 degrees 26 minutes 11 seconds East a  
distance of 114.04 feet to a point; THENCE North 73 degrees 45 minutes 01 seconds East a  
distance of 184.46 feet to a point; THENCE along a curve to the right with a radius of 568.00  
feet and an arc length of 207.32 feet, said curve having a chord bearing of North 84 degrees 12  
minutes 24 seconds East and a chord distance of 206.17 feet to a point; THENCE South 85  
degrees 20 minutes 12 seconds East a distance of 209.13 feet to a point; THENCE along a curve  
to the right with a radius of 401.56 feet and an arc length of 243.12 feet, said curve having a  
chord bearing of South 67 degrees 59 minutes 32 seconds East and a chord distance of 239.42  
feet to a point; THENCE South 50 degrees 17 minutes 51 seconds East a distance of 126.40 feet

**Ordinance Z-23-02 Providence Group PUD**

to a point; THENCE along a curve to the left with a radius of 461.85 feet and an arc length of 155.97 feet, said curve having a chord bearing of South 60 degrees 36 minutes 50 seconds East and a chord distance of 155.23 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 777,817 square feet or 17.86 acres.

**EXHIBIT B**  
**CONDITIONS OF ZONING/REZONING APPROVAL**

1. **Site plan and letter of intent.** Development shall be in substantial accordance with the letter of intent and community benefit statement dated August 7, 2023, attached to this ordinance Z-23-02, except as modified by these conditions of zoning approval. Development shall be in substantial accordance with the site plan titled "Zoning Plan for East Jefferson Tract" and The Providence Group, dated August 7, 2023, by Edward J. Anderson, landscape architect, for the firm Travis Pruitt & Associates, Inc., attached to this ordinance Z-23-02, except as modified by these conditions of zoning approval; provided, however, that modifications to the site plan may be proposed by the applicant and approved by the City Council as a part of preliminary plat approval so long as they do not change a condition of zoning approval. Any notes on said zoning plan inconsistent with these conditions of approval shall not apply.
  
2. **Permitted uses.**
  - (a) Uses in the PUD shall be limited to detached, single-family dwellings, fee-simple townhouses, uses and structures accessory to said uses, active and passive recreational facilities and amenities, and open space, as more specifically provided and limited in these conditions of zoning approval.
  
  - (b) Uses within that portion of the PUD west of East Jefferson Street (Map/Parcel 119/018; 17.91 acres) shall be limited to fee-simple townhouses and/or detached, single-family dwellings, uses and structures accessory to said uses, active and passive recreational facilities and amenities, and open space.
  
  - (c) Uses within that portion of the PUD east of East Jefferson Street (part of Map/Parcel 119/019 and Map/Parcel 013/003A; approximately 84.62 acres and 7.24 acres, respectively) detached, single-family dwellings, uses and structures accessory to said use detached, single-family dwellings, active and passive recreational facilities and amenities, and open space.
  
3. **Maximum densities/housing units.**
  - (a) The PUD shall not exceed a total of 334 dwelling units.
  
  - (b) That portion of the PUD west of East Jefferson Street (Map/Parcel 119/018; 17.91 acres) shall not exceed a maximum density of five (5) dwelling units per acre (measured on the basis of land area before any right of way dedication) (i.e., 90 units) (i.e., the maximum recommended by the medium density residential future land use plan category of the Hoschton comprehensive plan).
  
4. **Dimensional requirements.** The PUD shall be subject to the dimensional requirements specified in these conditions of zoning approval.

**Ordinance Z-23-02 Providence Group PUD**

- (a) **Maximum building height, all units:** 35 feet.
- (b) **Minimum driveway length.** From edge of sidewalk (front loading) or alley (rear loading) to face of garage, all units: 20 feet.
- (c) **Parking, all units:** A two-car garage is required for each unit.
- (d) **Dimensional requirements by lot type:** The following dimensional requirements and limitations shall apply to dwellings and lots:

Lot Type Identifier	Minimum Lot Size (sq. ft.)	Minimum Lot Width (ft.)	Minimum Front, Side Rear Building Setbacks (ft.)	Maximum Number of Lots (not to exceed 334 total)
B (alley loaded)	4,000	40	5, 5, 10	None
A (front loaded)	5,000	50	10, 5, 10	None
E (front loaded)	7,000	60	10, 5, 20	None
F (front loaded)	7,000	70	10, 5, 40	None
G (front loaded)	4,000	40	10, 5, 10	None
C (fee simple townhouse alley loaded)	2,000	24	5, 0, 10 (20' between buildings)	90
D (fee simple townhouse front loaded)	2,000	24	10, 0, 10 (20' between buildings)	

- (e) **Lots abutting Brighton Park:** All subdivision lots that abut a residential lot within Brighton Park subdivision shall be required to be Type "E" front loaded lots.
- (f) **Lots abutting Pendergrass Road (SR 332) and Map/Parcels 113/004, 113/002 and 113/002A:** All subdivision lots that abut Pendergrass Road (SR 332) and Map/Parcels 113/004, 113/002 and 113/002A shall be required to be Type "F" front loaded lots.
- (g) **Dimensional requirement not specified.** Where the approved PUD application and these conditions of zoning fail to articulate a given regulation, such as accessory building setbacks, maximum lot coverage, and the like, the project shall be required to adhere to dimensional requirements of the MFR (Multi-family Residential) zoning district and general provisions of the Hoschton zoning ordinance, unless a variance is applied for and obtained.
- (h) **Special open space and buffer.** Abutting Map/Parcels 119/019D and 119/046, there shall be common open space with a minimum depth of 30 feet, within which a minimum 20-foot-wide buffer shall be planted and maintained, prior to final plat approval for the applicable phase of development.

**Ordinance Z-23-02 Providence Group PUD**

- (i) **Buffer and fence abutting Legacy Oaks subdivision lots.** All subdivision lots abutting the Legacy Oaks Subdivision shall have a 20-foot graded and replanted buffer including a six-foot high privacy fence. The buffer and fence shall be maintained by the homeowner's association and a maintenance easement shown across all such lots on the final plat for the applicable phase of development.
- (j) **Fence abutting remainder of Map/Parcel 119/019 and 119/019A (Sell Tracts).** The owner/developer shall install a six-foot high privacy fence with the finished side of the fence facing outward from the development along all property lines about the remainder of property known as Map/Parcel 119/019 (i.e., that part not included in the PUD) and Map/Parcel 119/019A. No certificate of occupancy shall be issued for a lot abutting said property until the fence is installed along that lot. The fence shall be maintained by the homeowner's association, and a maintenance easement shall be shown across all such lots on the final plat for the applicable phase of development.
- (k) **Open space.** Open space tracts shall be required to be delineated separately from stormwater detention tracts, unless the zoning administrator accepts calculations of open space that separate stormwater facilities from lands authorized to be counted as open space per the PUD requirement for open space in the city's zoning ordinance.
- (l) **Minimum heated floor area per dwelling unit:** 1,400 square feet.

**5. Minimum/maximum required entrances/exits.**

- (a) **West Jackson Road.** There shall be no more than one street entrance/exit, which will be private unless a public street is approved by City Council, onto West Jackson Road to/from that portion of the PUD west of East Jefferson Street (i.e., Map/Parcel 119/018). A private street entrance/exit street may be gated.
- (b) **East Jefferson Street.** There shall be no more than one street entrance/exit, which will be private unless a public street is approved by City Council, onto East Jefferson Street, to/from that portion of the PUD east of East Jefferson Street (i.e., Map/Parcel 119/019). This street connection shall align with West Jackson Road, as required to be realigned by these conditions of zoning approval. A private street entrance/exit street may be gated.
- (c) **Pendergrass Road (SR 332).** There shall be one street entrance/exit serving the PUD connecting to Pendergrass Road (SR 332), which will be private unless a public street is approved by City Council. the location and design of which shall be subject to the approval of Georgia Department of Transportation. If private, the private street entrance/exit may be gated. In addition, there shall be a right of way reserved for a future public street onto Pendergrass Road, as shown on the site plan, the location and design of which shall be subject to the approval of Georgia Department of Transportation (see further description below).
- (d) **Private through street.** The PUD subdivision design shall be required to include a street (private and gated unless otherwise approved by the City Council) that connects

**Ordinance Z-23-02 Providence Group PUD**

Pendergrass Road (SR 332) and East Jefferson Street which shall be constructed by the owner/developer as the PUD is developed/phased.

- (e) **Public through street right of way (reservation and dedication).** The owner/ developer shall reserve land (in substantial conformance with that shown on the site plan or as otherwise approved by City Council, the exact alignment of which may be modified if necessitated by site planning and engineering) for a future public street right of way connecting Pendergrass Road (SR 332) within the boundary of Map/Parcel 113/ 004 (controlled by the owner/developer at the time of this ordinance approval but not included within the boundary of the PUD), and extending across all of the southern boundary of that portion of Map/Parcel 119/019 controlled by the owner/ developer, to a point westerly where it intersects with the common property line of Map/Parcel 119/ 019 (within the PUD) and 119/019A (i.e., adjacent tract owned by Shannon Sell). There shall be no development authorized within the reserved right of way unless specifically approved by the City Council. If this future right of way is shown on an “official corridor map” as a future public street (or similarly titled planning document or component of the comprehensive plan) adopted by the City Council, then prior to issuance of final plat approval for any phase in the PUD, the owner/ developer shall dedicate the future public right of way in fee simple title at no cost to the city. If Map/Parcel 113/004, that part of Map/Parcel 119/019, or any other part of the land showing the future public street is sold or ownership transferred to another entity, such sale or ownership transfer shall be required to be deed restricted so that this obligation to reserve and dedicate the future public street right of way shall survive and be binding on any future owner of Map/Parcel 113/004 and that part of Map/Parcel 119/019. Furthermore, any subsequent owner of the right of way shall be required via deed restriction to dedicate said future public street right of way to the city at no cost to the city, prior to development permit approval for any development on Map/Parcel 113/ 004 or that portion of Map/Parcel 119/019A showing the future public street reservation. Once the right of way for the future public street is dedicated to the city, this zoning condition shall not be construed in any way to prohibit completion of the PUD by the owner/ developer per this ordinance.
- (f) **Annexation of Map/ Parcel 113/004.** To facilitate the above condition relative to the future public street right of way, the owner/ developer agrees to annexation of Map/Parcel 113/ 004 and agrees to apply for annexation of Map/Parcel 113/004 within six months of the effective date of this ordinance and to apply for zoning of said parcel to PUD to be incorporated into the PUD approved by this ordinance.
- (g) **No access easements and other limitations.** No individual lot for any dwelling unit shall be allowed a driveway or direct vehicular access to West Jackson Road, East Jefferson Street, or Pendergrass Road (SR 332). A 10-foot wide no access easement and planting strip shall be required along the entire property frontage along all such routes and shall be shown on all final plats. This limitation shall not apply to any private streets within the PUD.
- (h) **E.G. Barnett Road access.** No access other than for dwellings existing at the time of this PUD approval shall be permitted to E.G. Barnett Road, and such access if utilized shall



**Ordinance Z-23-02 Providence Group PUD**

be discontinued upon final plat approval for that portion of the subdivision and a 10-foot-wide no access easement and planting strip shall be required and shown on any final plat with frontage on E.G. Barnett Road.

**6. Internal subdivision streets and alleys.**

- (a) **Street standards; reduction.** The standards for private streets, shall be as depicted on the site plan and in the application, unless otherwise approved by the City Council at the time of preliminary plat approval, in which case Council may authorize a reduction of right of way width or pavement width. Rolled curbs shall be authorized. Paving standards, including but not limited to thickness of asphalt, shall meet City of Hoschton subdivision and land development standards.
- (b) **Gates.** If gates to local private subdivision streets are provided, the gates shall be setback from the applicable right of way a minimum distance determined safe and appropriate by a traffic engineer and as approved by the city's public works director.
- (c) **Alleys; reduction.** Any alleys included, shall be private, not public. Easements for alleys shall be a minimum of 30 feet in width, and the minimum pavement width for alleys shall be a 16 feet (curbs not required); provided however, that the owner may propose and the Hoschton City Council may approve reductions to such standards for private alleys, including but not limited to reduction of right of way or reduction of pavement width, during the process of considering and approving a preliminary plat for the subdivision, without the need to modify these conditions of zoning approval.
- (d) **On-street parking.** On-street parking on private streets may be permitted at the discretion of the owner.

**7. West Jackson Road improvements.** Prior to final plat approval for that portion of the PUD west of East Jefferson Street, the subdivider shall be required to complete the following:

- (a) **Right of way.** Dedication of an additional five feet of right of way along the entire property frontage of West Jackson Road.
- (b) **Pavement, curb and gutter, and sidewalk.** Installation of an additional four feet of pavement (or 13 feet from the centerline), and vertical curb and gutter along with a five-foot wide sidewalk along the entire property frontage of West Jackson Road.
- (c) **Deceleration lane.** Installation of a deceleration lane eastbound on West Jackson Road into the development.

**8. Improvement of intersection of West Jackson Road and East Jefferson Street.** Prior to any final plat approval for the respective property with frontage, the subdivider shall be required to complete the following:

**Ordinance Z-23-02 Providence Group PUD**

- (a) **Right of way.** Dedication of additional right of way sufficient along East Jefferson Street and West Jackson Road to allow for the realignment of West Jackson Road to intersect East Jefferson Street at a 90 degree angle or as required for the installation of a round-about, if authorized by the city.
  - (b) **Realignment.** Realignment of West Jackson Road to intersect East Jefferson Street at a 90 degree angle or as required for the installation of a round-about.
  - (c) **Consideration of round-about.** Prior to or in conjunction with preliminary plat approval, the owner/ developer may propose, and the City Council may approve, a round-about in lieu of a four-way realigned intersection of West Jackson Road and East Jefferson Street. The applicant shall be required to fund the cost of a third-party (independent and disassociated with the owner/ developer) traffic engineer approved, chosen and managed by the city to provide a conceptual design of a round-about and to evaluate the traffic impacts in comparison with a signalized, four-way intersection. Said evaluation shall take into account traffic patterns and conditions when Jackson County public schools are in session.
  - (d) **Pavement, curb and gutter, and sidewalk.** Improvement/ widening of the realigned intersection of West Jackson Road and East Jefferson Street with three lanes at all four intersection approaches (i.e., including left turn lane, a separate through lane and a lane for opposing traffic), with stacking/ queuing distances for the left turn lanes or as specified by a third-party traffic engineer approved, chosen and managed by the city. These improvements may be replaced with a round-about improvement if approved by the City Council after consideration by the third-party traffic engineer and affirmative recommendation of the city's public works director and zoning administrator.
  - (e) **Traffic signal contribution.** Payment to the city/escrow of \$100,000 toward installation of a traffic signal at the intersection of West Jackson Road and East Jefferson Street, \$25,000 of which shall be paid prior to final plat approval for the final phase of that part of the PUD west of East Jefferson Street, and \$75,000 of which must be paid prior to final plat approval for the final phase of the PUD east of East Jefferson Street. This payment shall be encumbered for the specified purpose by the city within six years of the date the full amount of such funds are received by the city, or else such funds shall be refunded by the city to the subdivider. This condition shall be null and void if a round-about is approved by the city.
9. **East Jefferson Street.** Prior to any final plat approval for the respective property with frontage, the subdivider shall be required to complete the following:
- (a) **Right of way.** Additional right of way along both sides of East Jefferson Street if necessary to provide for the intersection improvement required by the condition of zoning approval (or round-about if approved by the city) for West Jackson Road, approved by the city's public works director and zoning administrator.

**Ordinance Z-23-02 Providence Group PUD**

- (b) **Pavement, curb and gutter, and sidewalk.** Widening of East Jefferson Street along the entire property frontage to a total pavement width of 36 feet, or an alternative pavement width as specified by a third-party traffic engineer and approved by the city's public works director and zoning administrator, including vertical curb and gutter and a five-foot wide sidewalk on both sides (both property frontages) This shall include sufficient pavement for a deceleration (right turn) lane northbound into the single-family detached residential subdivision on the east side of East Jefferson Street if specified by a third-party traffic engineer, as approved by the city's public works director and zoning administrator.
10. **Improvement of Pendergrass Road (SR 332).** Prior to any final plat approval for the respective property with frontage, the subdivider shall be required to install improvements as may be required by the Georgia Department of Transportation for the private street entrance/exit serving the PUD.
11. **Deed restriction regarding ownership.** Except for the subdivision declarant, no more than 20 percent of the homes in the portion of the PUD west of East Jefferson Street (Map/Parcel 119/018; 17.91 acres) shall be owned by any one individual, firm, or corporation. Except for the subdivision declarant, no more than 20 percent of the homes in the portion of the PUD east of East Jefferson Street (part of Map/Parcel 119/019 and Map/Parcel 013/003A; approximately 84.62 acres and 7.24 acres, respectively) shall be owned by any one individual, firm, or corporation. A deed restriction shall be incorporated to this effect in the project conditions, covenants and restrictions.
12. **Water and Sewer; front water line easement.** All dwellings in the PUD and any active recreation buildings/facilities shall be connected to City of Hoschton water and sanitary sewer. Unless otherwise approved by the city engineer, there shall be a 10-foot-wide easement along the front of each lot as required by the city's water and sewer specifications and standard drawings. Easements may be authorized by the city to overlap with other access and utility easements if approved by the city engineer.
13. **Architectural elevations and external building material finishes.** The owner/developer shall submit for City Council's consideration and approval, prospective front, side and rear elevations of all dwelling types included in the PUD, prior to issuance of a building permit for any such building. Once approved the elevation drawings shall be binding on all builders and enforceable at the time of building permit issuance.
14. **Recreational amenities.** There shall be recreational amenities for the PUD provided by the owner in substantial accordance with those described in the letter of intent made a part of the PUD application and attached to this ordinance.
15. **No waiver of codes.** Unless specified otherwise or in conflict with these conditions of approval, the PUD shall be governed by city ordinances in effect at the time of development, as may be amended, including but not limited to applicable portions of the zoning ordinance, subdivision and land development ordinance, development impact fee ordinance, stream buffer ordinance, stormwater management ordinance, stormwater utility ordinance, flood

**Ordinance Z-23-02 Providence Group PUD**

damage prevention ordinance, sign ordinance, building and life safety codes, and adopted water and sewer specifications and standard drawings.

16. **Active recreation amenity.** The active recreational amenity for the PUD shall be constructed and ready for issuance of a certificate of occupancy no later than the city's issuance of the 168<sup>th</sup> dwelling unit in the PUD.
17. **Sewage lift station.** If a sewage lift station is required to serve the development, the following conditions shall apply:
  - (a) There shall be no more than one such lift station for the PUD.
  - (b) The sewage lift station shall be constructed by the owner/developer at no cost to the city, except as otherwise conditionally provided in this zoning condition.
  - (c) Unless otherwise approved by the city, the sewage lift station shall be dedicated to the city of Hoschton, shall be on a lot twice the size needed for the lift station to allow for expansion, or replacement while still being operational as approved by the city engineer, and said lift station lot shall be deeded in fee simple title to the city within one year of final construction approval. Said lot shall have at least 30 feet of frontage on a public or private street unless such frontage is not feasible in the zoning administrator's opinion, in which case a 20-foot-wide access easement shall be acceptable.
  - (d) The city may present an option or options to the owner/ developer regarding the location, design, and capacity of the sewage lift station, if one is provided, but such option(s) shall be presented by the city to the owner/ developer prior to issuance of a land disturbance permit and development permit for any portion of the PUD connected to the city public sewer system. If determined in the public interest by the city, the city may require and the owner/developer shall authorize: (1) the oversizing of the sewage lift station prior to development to serve other development with the additional costs of oversizing the lift station paid by the city or another developer; and (2) relocating the sewage lift station further downstream with the additional connection costs resulting from relocation borne by the city and/or another developer. The additional costs of oversizing or relocating the sewer lift station and final cost sharing arrangement of such oversizing or relocation shall be as mutually agreed upon by the city and owner /developer.
  - (e) After construction of the sewage lift station by the owner/developer (if provided) and dedication to the city, if determined in the public interest by the city, the city may on its own initiative initiate a capital project to oversize the lift station to serve subsequent additional development upstream of the sewer lift station.
  - (f) The applicant shall be required to pay sewage lift station maintenance fees as adopted by the Hoschton City Council.

**Ordinance Z-23-02 Providence Group PUD**

**18. Project Phasing.** Prior to approval of any preliminary plat for Planned Unit Development, the owner/ developer shall submit a phasing plan for the residential development that provides discrete numbers of units to be constructed for each phase and year intervals (start and finish years) for each phase proposed.

**19. Pre-payment of water and sanitary sewer connection charges.** Owner/developer (The Providence Group) and its successor and assigns) agrees to assist the city in funding the costs incurred by the City in constructing capital improvements for water supply and sanitary sewerage capacity and treatment to serve the proposed Planned Unit Development. To that end, owner/developer (The Providence Group and its successor and assigns) agrees that as a condition of the city providing water and sanitary sewer service for the Planned Unit Development, owner/developer shall be required to pre-purchase water and sanitary sewer connection fees per dwelling unit according to the adopted connection fees in effect at the time of payment, according to the following schedule:

<b>Connection Fee Pre-payment Due</b>	<b>Number of Dwelling Unit Water and Sanitary Sewer Connections Required to be Purchased/ Pre-paid</b>
Within 60 days of preliminary plat approval for the planned unit development or any portion thereof	30
Prior to the first final plat approval for any portion of the PUD	30

Pre-paid connections for water and sewer shall be not be transferable or assigned to another project or owner/developer in the City of Hoschton without explicit approval of the City Council.

**EXHIBIT C  
LETTER OF INTENT**



**Letter of Intent & Community Benefit Statement  
Revised: August 7, 2023**

The Providence Group of Georgia, LLC ("TPG" or "Applicant") proposes development of a residential master planned community in the City of Hoschton.

At The Providence Group, our strategic advantage as a homebuilder is our ability to find, entitle and develop land opportunities into premier, one of a kind neighborhoods in the most desirable locations around Atlanta. Our accessibility to the best land in Atlanta is unrivaled as most large private or public builders lack the ability or willingness to develop the innovative site plans and diverse home designs required to maximize the potential of these sites. Long-standing collaboration with the area's best land-planners, architects and tenured operational staff have resulted in a portfolio of creative, award-winning communities with traditional home design that set the standard for excellence in homebuilding and development in the region. The Providence Group has a unique strategic advantage with our position as a subsidiary of Green Brick Partners. This partnership provides us the operational ability to act entrepreneurially and combines our local expertise in the Atlanta market with the strong financial resources of a publicly traded company.

TPG proposes to develop the community pursuant the City of Hoschton Zoning Ordinance Section 4.08 – PUD, Planned Unit Development District. The PUD allows us the flexibility and creativity to plan the project with a unique mixture of housing types, amenities, active open spaces, and preserved, natural open spaces.

These properties have historically been used for agricultural purposes and remain agricultural today. The Shannon C. Sell Family will be retaining a portion of their property as their home.

The Sell and Cheek tracts are contiguous and generally bound by East Jefferson Street/Maddox Road to the north, the Brighton Park subdivision and EG Barnett Road to east, Pendergrass Road (Highway 332) to the south, the Legacy Oaks subdivision and the remaining Sell Farm to the west. The West Jackson LLC tract is to the north of these tracts and is generally bound by West Jackson Road to the north and east, East Jefferson Street to the south, and West Jackson Elementary school to the west.

The proximity of the property to the growing downtown/commercial areas of Hoschton and Braselton make the site a prime candidate for residential development. Additionally, easy access to Highway 53 and Interstate 85 is provided by proposed entrances on E. Jefferson Street, W. Jackson Road, and Pendergrass Road (Highway 332).

The City of Hoschton Future Land Use Plan (February 2021) included in the Comprehensive Plan, 2021 – 2040, 2022 Update designates these properties as Residential Moderate Density (MDC). The subject property, the Sell Farm, is specifically mentioned for low and medium residential development. The PUD district allows the flexibility to deliver a moderate density community aligned with the Comprehensive Plan with a greater variety of housing options and amenities than could be achieved with a traditional zoning district.

## Ordinance Z-23-02 Providence Group PUD



A portion of the Sell Tract (Parcel Number 119 019: +/- 25.6 acres) and the entire Cheek Tract (Parcel Number 113 003A: +/- 7.24 acres) are currently in unincorporated Jackson County. The Applicant concurrently requests annexation of this +/- 32.84 acres into the City of Hoschton.

### Development Plan

The Development Plan is attached as **Exhibit "A"**.

### Land Uses and Development Summary

The zoning application includes approximately 109.77 acres consisting of the following:

- +/- 84.62 acres – Jackson County Parcel Number: 119 019 (a portion of) – **Owner:** Shannon C. Sell
- +/- 7.24 acres – Jackson County Parcel Number: 113 003A – **Owner:** Paul T. Cheek, Jr. & Brenda A. Cheek
- +/- 17.91 acres – Jackson County Parcel Number: 119 018 – **Owner:** West Jackson LLC

The community will consist of multiple housing types with traditional home designs to include front entry single family homes, rear load single family homes with alleys, front entry townhomes, and rear entry townhomes with alleys. Example elevations are filed with this Letter of Intent in the attached "Pattern Book". In addition, the project will include a community clubhouse, swimming pool, pickleball courts, community green spaces, a dog park, and accessible natural areas such stream buffers. These open spaces and recreation areas will make up a minimum of 20% of the total site area. We believe our proposed variety of housing types, home designs, and outstanding amenities will be compatible with the surrounding uses, blend harmoniously into the area, and result in a community that will be a great asset to the City of Hoschton.

The community is proposed to be gated with private roads to be maintained by the Homeowner's Association. The road frontages of West Jackson Road, East Jefferson Street/Maddox Road, and Pendergrass Road shall have decorative aluminum picket fences or privacy fences. Property lines abutting EG Barnett road, adjacent subdivisions, and the Sell Farm shall have a 6-foot privacy fence.

Membership in the Homeowner's Association will be mandatory for all residents. In addition to maintaining the roads, amenities, and common areas, it will maintain all landscaping to allow a maintenance free lifestyle and a high aesthetic standard. In attached housing, the exterior maintenance and roof replacement will also be covered by the association.

The project will be developed in phases to be determined as engineering plans progress. Following an approved zoning by the third quarter of 2023, the first phase will likely begin development no later than the first quarter of 2024. The first home closings are anticipated to occur between the fourth quarter of 2024 and the first quarter of 2025. Depending on market conditions, sales should be complete in four to seven years.

Six (6) single family residential lot/unit types and associated amenities and open spaces shall be allowed by the application. The housing types shall be defined and quantified as follows:

**Ordinance Z-23-02 Providence Group PUD**



**Type A:** 50' Front Entry Detached Lots

**Type B:** 40' Rear Entry (Alley) Detached Lots

**Type C:** Rear Entry (Alley) Townhomes

**Type D:** Front Entry Townhomes

**Type E:** 60' Front Entry Detached Lots (Lots abutting Brighton Park)

**Type F:** 70' Front Entry Detached Lots (Lots abutting Pendergrass Road (SR 332) and Map/Parcels 113/004, 113/002, and 113/002A)

**Type G:** 40' Front Entry Detached Lots

TPG shall have the right to make modifications to the site layout and number of each unit type as engineering plans progress with the total unit count not to exceed 334 units.

**Dimensional Requirements**

Each housing type's Dimensional Requirements shall be defined as follows in Exhibits "B-1 – B-6".

**Improvement Requirements**

Improvement Requirements shall be defined as follows in Exhibits "B-1 – B-6".

**Example Elevations/Pattern Book**

Example architectural elevations are depicted in the "Pattern Book" attached as Exhibit "C". Pursuant to the proposed Conditions, final architectural elevations and external finishes shall be approved by the City Council prior to issuance of building permits.

**Conditions of Zoning**

Conditions of Zoning are attached as Exhibit "D".

**Justification for Rezoning and Annexation**

Please find attached letter of Justification for Rezoning and Annexation submitted by Melody Glouton of Anderson, Tate, & Carr, P.C. via email and hand delivery to the City of Hoschton Mayor and City Council on May 11, 2023 as Exhibit "E".





So ORDAINED this 16<sup>th</sup> day of October, 2023.

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James Lawson, Acting 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





**Tax Map (2 of 2) (H01/ 024) (part)**

Also shown on a boundary survey excerpts made a part of this exhibit A.





Boundary Survey Excerpt (Tract VII) (2 of 2)

Also as described in the following metes and bounds legal description:

Tract 3: C-2 to C-3 (Parcel H01 024A and portion of H01 024)

*Beginning at POB TRACT 3, thence south 19°31'49" east for a distance of 177.01 feet to a point; thence north 70°06'06" east for a distance of 202.72 feet to a point; thence along the arc of a curve having a radius of 138.89 feet, an arc length of 89.67 feet, being subtended by a chord bearing of north 18°16'29" east for a chord distance of 88.13 feet to a point; thence north 38°51'11" east for a distance of 51.24 feet to a point; thence along the arc of a curve having a radius of 93.53 feet, an arc length of 78.45 feet, being subtended by a chord bearing of north 13°56'38" east for a chord distance of 76.17 feet to a point; thence north 23°33'33" west for a distance of 58.02 feet to a point; thence south 69°24'48" west for a distance of 332.61 feet to a point; thence south 22°06'27" east for a distance of 34.16 feet to a point; thence south 55°34'29" west for a distance of 7.53 feet to a point; said point being the point of beginning.*

*Said tract containing 1.43 acres more or less.*

**EXHIBIT B**  
**CONDITIONS OF ZONING APPROVAL**

1. **Prohibited uses.** No uses permitted in the C-3 zoning district shall be authorized on the subject property except for a gasoline service station (fueling center). Uses permitted in the C-2 zoning district shall also be authorized on the subject property with the exception of the following which shall be prohibited: farmer's market; funeral home, mortuary or mausoleum; kennel; lawn and garden store; laundry/ laundromat; lodging service (of any type); payday loan establishment; tattoo studio; and lumber yard.
2. **Principal access.** The subject property shall be accessed from a private driveway, private street or public street that meets the following:
  - a. Connects to Towne Center Parkway and to one or more abutting properties to the south (i.e., inter-parcel access required) connecting to the intersection of SR 53 and Peachtree Road.
  - b. Is constructed to a local commercial street standard that meets or exceed city standards for pavement composition and pavement width.
  - c. Is constructed concurrent with development of the subject property, or prior to development of the subject property if commercial development south of the subject property occurs first and is required to connect to Towne Center Parkway, as determined by the zoning administrator.
  - d. If determined by the city that this principal access should be a public street, whether or not made a part of an official corridor map in the comprehensive plan, the owner/ developer shall dedicate a 50-foot wide right of way at no cost to the city for said public street.
3. **Access to SR 53.** Vehicular access to SR 53 from the subject property shall be limited to that authorized by Georgia Department of Transportation (GDOT). If authorized by GDOT such access shall be limited to right-in, right-out travel only. The owner shall be required to install road improvements as may be required by GDOT if driveway access to SR 53 is authorized. Additional right of way may be required to be dedicated to GDOT.
4. **Multi-use path along SR 53.** The owner/developer shall construct at no cost to the city an eight-foot-wide multi-use path along the entire property frontage along SR 53 as approved by the Georgia Department of Transportation, prior to issuance of a certificate of occupancy. Walkways interior to the site shall connect the principal buildings with the multi-use path within the highway right of way.
5. **Gasoline canopy orientation.** The orientation of the gasoline pump canopy shall be in substantial accordance with the site plan submitted as part of Case Z-23-10. The short side of the gasoline canopy shall be more or less parallel to the SR 53 frontage.



6. **Lighting.** Gasoline canopy under lighting shall be required to be recessed into the canopy.
7. **Landscape strip.** A densely planted landscape strip, at least 25 feet in width, shall be required to be installed along the SR 53 frontage in front of the gasoline canopy and its approaches (which may permit view corridors) as approved by the zoning administrator.
8. **Gasoline canopy supports.** Gasoline canopy supports shall be required to be faced/ finished with brick veneer or stone veneer.
9. **Gasoline canopy signage.** Signage on the gasoline canopy facing SR 53 shall not exceed 20 percent of the canopy face.
10. **Ground signage.** Any ground sign for the subject property shall be a monument-style sign with a minimum of 18 inches of brick or stacked stone base.
11. **Fencing of stormwater pond.** Any stormwater management pond located between the fuel pump island canopy and SR 53 on the subject property shall have decorative fencing (non-chain link) such as aluminum as may be approved by the zoning administrator.

CITY OF HOSCHTON  
STATE OF GEORGIA

ORDINANCE NO. Z-23-11

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF  
HOSCHTON AND FOR OTHER PURPOSES

**WHEREAS**, Southeastern Property Acquisitions, LLC, applicant, Michael Bagwell, property owner, have filed a complete application to rezone approximately 9.339 acres (Map/Parcel 120/017C) between State Route 53 and Regent Park and north of Merchant's Park Drive from M-1 (Light Industrial District) to C-2 (General Commercial/ Highway Oriented District); and

**WHEREAS**, the Property to be rezoned consists of all that tract or parcel of land lying and being in Jackson County Georgia, as described in more detail in Exhibit A which by reference is incorporated herein; and

**WHEREAS**, the City Council of the City of Hoschton has authority pursuant to the Hoschton Zoning Ordinance to amend the City of Hoschton's Official Zoning Map; and

**WHEREAS**, the city's zoning administrator has prepared a report evaluating the criteria for zoning decisions as they pertain to the requested zoning; and

**WHEREAS**, the Hoschton City Council held an advertised public hearing on the application and has complied with all applicable laws and ordinances with respect to the processing of such application; and

**WHEREAS**, it has been determined by the City Council that it is desirable, necessary and within the public's interest to approve the rezoning request, and to amend the City of Hoschton's Official Zoning Map accordingly;

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING  
AUTHORITY OF THE CITY OF HOSCHTON AS FOLLOWS:**

**Section 1.** The Property, legally described in Exhibit A attached to this ordinance, is hereby rezoned from M-1 (Light Industrial District) to C-2 (General Commercial/ Highway Oriented District), conditional; subject to conditions described in Exhibit B attached to this ordinance.

**Section 2.** The City Clerk is hereby directed to amend the Official Zoning Map to reflect the zoning classification of the subject property.

So ORDAINED this 16<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
James Lawson, Acting 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

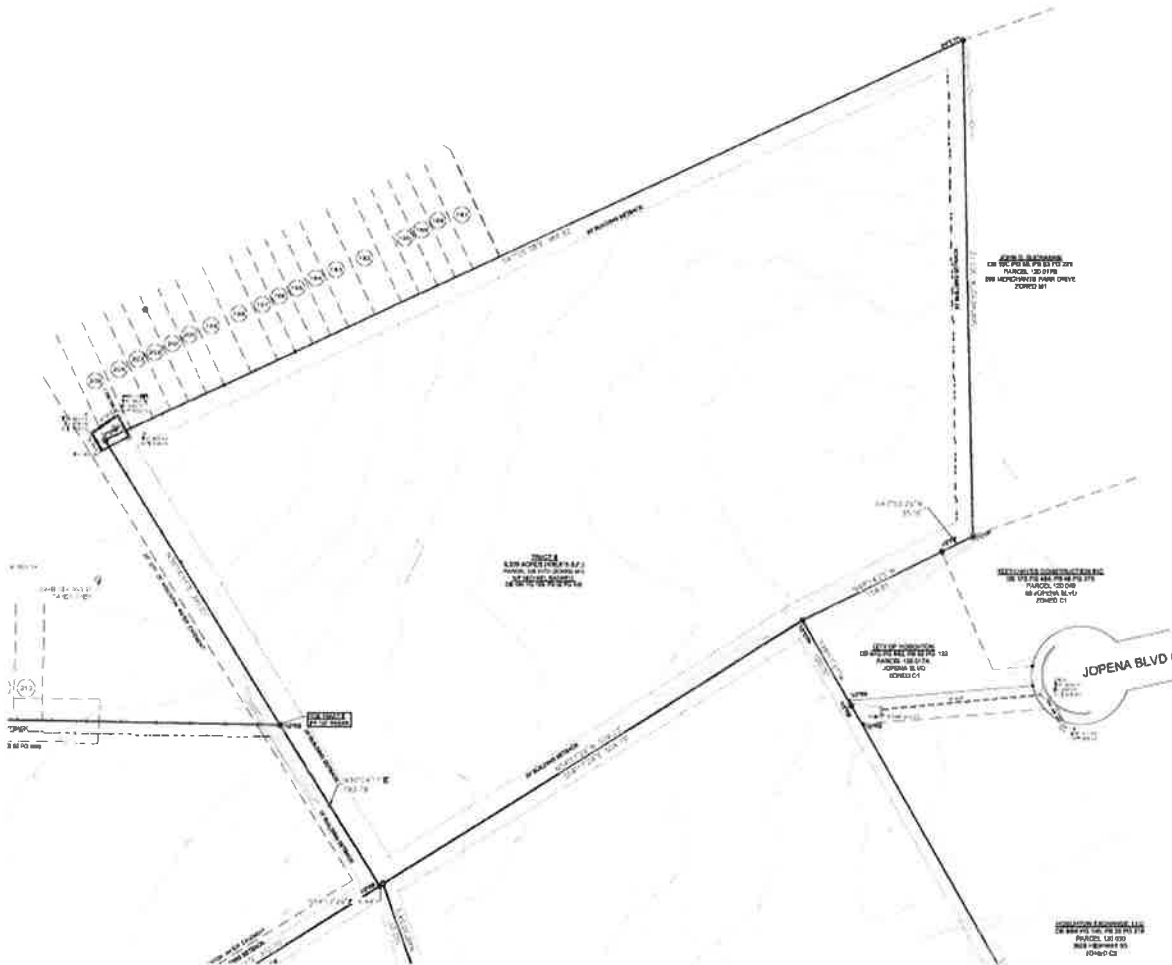
**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY REZONED**

All that tract or parcel of land lying and being in Jackson County, Georgia, known as Map/Parcel 120/017C, records of the Jackson County Tax Assessor, as shown on the tax map made a part of this Exhibit A.



**Tax Map (120/017C)**

Also shown on a boundary survey excerpt made a part of this exhibit A.



**Boundary Survey Excerpt (Tract VII)**

Also described by metes and bounds as follows:

**TRACT II - EXHIBIT "A" TITLE COMMITMENT**  
**(BAGWELL) TRACT 1 :**

ALL THAT TRACT OR PARCEL OF LAND AND LYING AND BEING IN THE 1407 G.M.D., JACKSON COUNTY, GEORGIA, CONTAINING 9.326 ACRES, MORE OR LESS, AS SHOWN ON PLAT AND SURVEY OF W. T. DUNAHOO AND ASSOCIATES INC., SURVEYORS, DATED MARCH 25, 1999, RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF JACKSON COUNTY, GEORGIA, IN PLAT BOOK 55, AT PAGE 103. FOR A MORE DETAILED DESCRIPTION TO SAID TRACT, REFERENCES IS HEREBY MADE TO SAID PLAT AS RECORDED. SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

**EXHIBIT B**  
**CONDITIONS OF ZONING APPROVAL**

1. **Prohibited uses.** The following uses otherwise permitted in the C-2 zoning district shall be prohibited on the subject property: farmer's market; funeral home, mortuary or mausoleum; kennel; lawn and garden store; laundry/ laundromat; lodging service (of any type); payday loan establishment; tattoo studio; and lumber yard.
2. **Principal access.** The subject property shall be accessed from a private driveway, private street or public street that meets the following:
  - a. Connects to Towne Center Parkway and to one or more abutting properties to the south (i.e., inter-parcel access required) connecting to the intersection of SR 53 and Peachtree Road.
  - b. Is constructed to a local commercial street standard that meets or exceed city standards for pavement composition and pavement width.
  - c. Is constructed concurrent with development of the subject property, or prior to development of the subject property if commercial development south of the subject property occurs first and is required to connect to Towne Center Parkway, as determined by the zoning administrator.
  - d. If determined by the city that this principal access should be a public street, whether or not made a part of an official corridor map in the comprehensive plan, the owner/ developer shall dedicate a 50-foot wide right of way at no cost to the city for said public street.
3. **Building setback and natural undisturbed buffer.** There shall be a minimum building setback of 40 feet, including a 30-foot-wide natural, undisturbed buffer, replanted to screening standards where sparsely vegetated, abutting MFR zoning.

CITY OF HOSCHTON  
STATE OF GEORGIA

ORDINANCE NO. CU-23-01

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT PURSUANT TO THE  
HOSCHTON ZONING ORDINANCE AND FOR OTHER PURPOSES

**WHEREAS**, Southeastern Property Acquisitions, LLC, applicant, Michael Bagwell, property owner, has filed a complete application for a conditional use permit for a big box retail building (i.e., individual tenant occupying more than 60,000 square feet) fronting on the east side of State Route 53 across from Peachtree Road (approximately 16.52 acres); and

**WHEREAS**, the Property for which a conditional use permit is sought consists of all that tract or parcel of land lying and being in Jackson County Georgia, as described in more detail in Exhibit A which by reference is incorporated herein; and

**WHEREAS**, the City Council of the City of Hoschton has authority pursuant to the Hoschton Zoning Ordinance to approve conditional use permits; and

**WHEREAS**, the city's zoning administrator has prepared a report evaluating the criteria for conditional use permitting decisions as they pertain to the requested zoning; and

**WHEREAS**, the Hoschton City Council held an advertised public hearing on the application and has complied with all applicable laws and ordinances with respect to the processing of such application; and

**WHEREAS**, it has been determined by the City Council that it is desirable, necessary and within the public's interest to approve the conditional use permit request;

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING  
AUTHORITY OF THE CITY OF HOSCHTON AS FOLLOWS:**

**Section 1.** A conditional use permit for a big box retail building (i.e., individual tenant occupying more than 60,000 square feet) is approved for property legally described in Exhibit A attached to this ordinance, with conditions, subject to conditions described in Exhibit B attached to this ordinance.

**Section 2.** The City Clerk is hereby directed to amend the Official Zoning Map to reflect the zoning classification of the subject property to show the conditional use permit designation.

So ORDAINED this 16<sup>th</sup> day of October, 2023.

---

James Lawson, Acting 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



**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY REZONED**

All that tract or parcel of land lying and being in Jackson County, Georgia, known as Map/Parcels H01/024B, H01/024 (part), 120/024D, and 120/017C, records of the Jackson County Tax Assessor, as shown on the tax maps made a part of this Exhibit A.



**Tax Map/Aerial Photograph (1 of 4) (H01/ 024B)**





Tract 5: Conditional Use Request (Parcel H01 024D and portions of Parcels H01 024, H01 024B and 120 017C)

*Beginning at POB TRACT 5, thence north 36°29'22" east for a distance of 311.42 feet to a point; thence south 46°53'08" east for a distance of 216.05 feet to a point; thence south 38°21'43" west for a distance of 293.35 feet to a point; thence south 51°38'17" east for a distance of 321.81 feet to a point; thence south 17°31'43" west for a distance of 92.91 feet to a point; thence along the arc of a curve having a radius of 96.76 feet, an arc length of 93.48 feet, being subtended by a chord bearing of south 38°13'35" west for a chord distance of 89.89 feet to a point; thence south 87°20'07" west for a distance of 19.33 feet to a point; thence south 89°10'03" west for a distance of 11.94 feet to a point; thence north 64°52'58" west for a distance of 20.12 feet to a point; thence south 38°30'08" west for a distance of 774.36 feet to a point; thence along the arc of a curve having a radius of 2601.75 feet, an arc length of 92.89 feet, being subtended by a chord bearing of north 64°05'13" west for a chord distance of 92.88 feet to a point; thence south 75°54'37" east for a distance of 21.69 feet to a point; thence north 38°31'07" east for a distance of 211.03 feet to a point; thence north 51°28'34" west for a distance of 296.80 feet to a point; thence south 89°04'20" west for a distance of 54.72 feet to a point; thence north 13°31'08" west for a distance of 113.18 feet to a point; thence along the arc of a curve having a radius of 198.00 feet, an arc length of 31.91 feet, being subtended by a chord bearing of north 18°08'08" west for a chord distance of 31.87 feet to a point; thence north 22°45'08" west for a distance of 166.88 feet to a point; thence along the arc of a curve having a radius of 65.00 feet, an arc length of 69.89 feet, being subtended by a chord bearing of north 08°03'01" east for a chord distance of 66.57 feet to a point; thence north 38°51'11" east for a distance of 71.49 feet to a point; thence along the arc of a curve having a radius of 153.00 feet, an arc length of 106.89 feet, being subtended by a chord bearing of north 09°33'50" east for a chord distance of 104.73 feet to a*

*point; thence north 11°25'04" west for a distance of 62.26 feet to a point; thence north 20°37'49" west for a distance of 240.37 feet to a point; thence north 69°22'11" east for a distance of 447.46 feet to a point; thence south 21°00'45" east for a distance of 306.57 feet to a point; thence north 36°29'22" east for a distance of 29.65 feet to a point; said point being the point of beginning.*

*Said tract containing 16.52 acres more or less.*

**EXHIBIT B**  
**CONDITIONS OF ZONING APPROVAL**

1. **Access and improvements to SR 53.** Vehicular access to SR 53 from the subject property shall be provided as follows:
  - a. The subject properties shall be provided with a driveway, private street, or public street that connects to SR 53 and aligns with Peachtree Road as limited and authorized by Georgia Department of Transportation (GDOT). Other driveways or access points to/from the subject properties onto SR 53 shall be as may be approved by Georgia Department of Transportation but if approved shall be limited to right-in, right-out turning movements.
  - b. The owner/developer shall at no cost to the city construct the driveway, private street, or public street on the subject property to/from the north side of the intersection of Peachtree Road and SR 53 with two inbound lanes and two outbound lanes, unless otherwise approved by GDOT and the city.
  - c. The owner/developer shall be required to install road improvements as may be required by GDOT along SR 53 at this proposed intersection, which are expected to include a southbound left-turn lane from SR 53 into the proposed development and a northbound right-turn lane into the proposed development at the intersection of SR 53 and Peachtree Road. Additional right of way shall be dedicated to Georgia Department of Transportation if required for road improvements
  - d. The owner/developer shall contribute \$150,000 to the city for traffic signalization of the intersection of SR 53 and Peachtree Road. Said contribution shall be paid prior to issuance of a certificate of occupancy for the 60,000+ square foot grocery store and shall be used exclusively for traffic signalization at said intersection. The traffic signal is subject to the approval of Georgia Department of Transportation and is subject to an signal warrant analysis justifying the need for the traffic signal. If the traffic signal is not warranted at the time of issuance of a certificate of occupancy for the grocery store, the \$150,000 shall be held by the city until the traffic signal is warranted and spent at when warranted for the traffic signal.
  - e. If determined by the city that the principal access from SR 53 at the end of Peachtree Road should be a public street, whether or not made a part of an official corridor map in the comprehensive plan, the owner/ developer shall dedicate 80-foot wide right of way at no cost to the city at the intersection of SR 53 and Peachtree Road extended (sufficient depth from SR 53 to install the intersection improvements described in this condition).
2. **Secondary access.** The subject properties shall have access from a private driveway, private street or public street that meets the following:

- a. Connects State Route 53 at the end of Peachtree Road to Towne Center Parkway and through one or more abutting properties to the north (i.e., inter-parcel access required).
  - b. Is constructed to a local commercial street standard that meets or exceeds city standards for pavement composition and pavement width.
  - c. Is constructed in its entirety concurrent with development of the grocery store,
  - d. If determined by the city that this secondary access should be a public street, whether or not made a part of an official corridor map in the comprehensive plan, the owner/ developer shall dedicate a 50-foot wide right of way at no cost to the city for said public street (80 feet at the intersection of SR 53 and Peachtree Road extended); provided, however, that if an existing access easement off-site is dedicated to the city as a right of way or can be otherwise legally utilized and is approved by the city for said public street right of way, the owner/developer shall not be required to dedicate the full width of right of way.
3. **Multi-use path along SR 53.** The owner/ developer shall construct at no cost to the city an eight-foot-wide multi-use path along the entire property frontage along SR 53 as approved by the Georgia Department of Transportation, prior to issuance of a certificate of occupancy. Walkways interior to the site shall connect the principal buildings on site with the multi-use path within the highway right of way.
  4. **Building setback and natural undisturbed buffer.** There shall be a minimum building setback of 40 feet, including a 30-foot-wide natural, undisturbed buffer, replanted to screening standards where sparsely vegetated, abutting MFR zoning.
  5. **Fencing of stormwater pond.** Any stormwater management pond located between a principal building and SR 53 on the subject property shall have decorative fencing (non-chain link) such as aluminum, as approved by the zoning administrator.
  6. **Architectural design.**
    - a. Prior to issuance of a building permit for the grocery store (big box commercial tenant space), the owner/developer shall submit drawings of the front building elevation drawings to the zoning administrator.
    - b. Upon receipt of said building elevation drawings, the zoning administrator shall notify the Hoschton City Council and provide public notice of the opportunity (no less than 10 days) to review and comment on the building elevation drawings. The zoning administrator shall also provide general notice to the public of the opportunity to review and comment on the building elevation drawings.
    - c. The approval process for the building permit is administrative and subject to the approval of the zoning administrator and building official but shall take into account

any comments received by City Council and the public. The decision to administratively approve the architectural elevation is as specified in Article V of the Hoshton zoning ordinance and shall take into account, among other factors, building modulation requirements, awnings, building material finishes, and relationship of building design to the pedestrian streetscape in front of the building.

- d. The owner/developer shall consider and propose for the city's approval the pedestrian streetscape in front of the building, which may incorporate pedestrian plazas, street furniture, bicycle parking, public art, and/or other attractive features that improve functionality and introduce a pedestrian orientation.
7. **Electric vehicle charging station encouraged.** The owner/developer is encouraged but not required to provide a minimum of two electric vehicle charging stations for electric vehicles within the parking lot.

STATE OF GEORGIA  
CITY OF HOSCHTON

RESOLUTION 23-21

A RESOLUTION OF THE GOVERNING AUTHORITY  
OF THE CITY OF HOSCHTON ADOPTING THE ANNUAL UPDATE  
OF THE CITY OF HOSCHTON COMPREHENSIVE PLAN INCLUDING CAPITAL  
IMPROVEMENTS ELEMENT (CIE) AND COMMUNITY WORK PROGRAM AND FOR  
OTHER PURPOSES

WHEREAS; The city prepared and adopted a capital improvements element (CIE) of its comprehensive plan per Resolution 20-10 on August 31, 2020; and

WHEREAS; The City of Hoschton completed a five-year update of its comprehensive plan and adopted it via Resolution on February 15, 2021; and

WHEREAS; Rules of the Georgia Department of Community Affairs, Chapter 110-12-2, Development Impact Fee Compliance Requirements require that the city annually update the capital improvements element; and

WHEREAS; The city is also required by state rules to annually update its community work program component of the comprehensive plan; and

WHEREAS; The city's planning consultant has prepared the required annual updates; and

WHEREAS; After public notice, the Hoschton City Council conducted a public hearing on the annual update of the capital improvements element and the community work program, to solicit community input on the draft annual update; and

WHEREAS; The City of Hoschton has followed procedures required by the state, including review by the Northeast Georgia Regional Commission and Georgia Department of Community Affairs, in preparing and adopting an annual update of the city's capital improvements element (CIE) and community work program; and

WHEREAS; The City of Hoschton has been notified by the Northeast Georgia Regional Commission that the annual update of the comprehensive plan including CIE and community work program has been found by the Georgia Department of Community Affairs to be in compliance with the minimum standards and procedures;

Now, Therefore, IT IS HEREBY RESOLVED AS FOLLOWS:

1.

The City of Hoschton 2023 annual update of the comprehensive plan, including an updated capital improvements element (attached as Exhibit A) and an updated community work program (attached as Exhibit B), which are hereby made a part of this resolution, are hereby adopted.



**Resolution 23-21**

**2.**

The financial report of impact fees for the year 2022 is adopted. Corrected financial reports for the years 2020 and 2021 are hereby adopted. Said financial reports are made a part of this resolution as Exhibit C.

**3.**

City staff is hereby directed to provide a copy of this adoption resolution and the annually updated comprehensive plan and adopted financial reports within seven days of local adoption to the Northeast Georgia Regional Commission.

**4.**

City staff is hereby directed to publicize the availability of the annually updated comprehensive plan as public information, by posting the adopted comprehensive plan on the city's website.

So RESOLVED, this the 16<sup>th</sup> day of October, 2023.

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James Lawson, Acting 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.

Approved as to form:

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Abbott S. Hayes, Jr., City Attorney

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Jennifer Kidd-Harrison, City Clerk

**EXHIBIT A  
UPDATED CAPITAL IMPROVEMENTS ELEMENT (CIE)**

**CITY OF HOSCHTON, GEORGIA  
CAPITAL IMPROVEMENTS ELEMENT (CIE)  
OF THE COMPREHENSIVE PLAN  
(2023 Annual Update)**

**SUMMARY**

This document is an element of the City of Hoschton’s comprehensive plan. It specifies capital improvements for which development impact fees are charged in Hoschton. This capital improvements element (CIE) includes information for parks and open space and public safety (police).

**REQUIREMENTS**

To support a development impact fee program, the city’s comprehensive plan must meet state administrative rules for Capital Improvements Elements (CIEs).<sup>1</sup> The rules, among other things, require that, for each facility included in the development impact fee program, the following must be included: a service area must be established; a quantifiable level of service (LOS) standard must be specified; long-term needs (demands) shall be assessed; and a schedule of improvements identifying projects to be funded with impact fees during the next five years must be submitted and then annually updated after its adoption.

**PROJECTIONS, FORECASTS, AND LAND USE ASSUMPTIONS**

Total population is the sum of household population (i.e., persons living in households) and group quarters population (i.e., persons residing in nursing homes, jails, dormitories, etc.). Hoschton does not currently have any group quarters population. Occupied housing units are the same thing as households.

The city’s estimated population (100% decennial census population count) as of April 2020 was 2,666 persons living in 1,038 housing units (977 occupied), for an average household size of 2.73 persons per occupied dwelling unit (Source: U.S. Census Bureau, PL 94-171 data accessible at [www.data.census.gov](http://www.data.census.gov)). All but about 40 of the 1,038 housing units were detached, single-family dwelling units. As of the decennial census, Hoschton did not have any fee simple townhouses or senior apartments. As of April 2020, only an estimated 31 dwelling units had been constructed within the Twin Lakes Planned Unit Development (PUD), which was annexed and zoned in 2018.

Based on review of building permit activity reports, the housing stock in Hoschton has more than doubled to an estimated 2,308 units as of July 2023. The increase in housing units has included mostly detached, single-family dwelling units but also has included fee-simple townhouses and age restricted (senior) attached and non-attached units. Because of the diversification of types of units in Hoschton, the average household size of 2.73 persons per household in 2020 is reduced slightly to 2.70 persons per unit, which is held steady for purposes of projecting the population into future years. Table 1 provides projections and forecasts for the city which were updated in July 2023.

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<sup>1</sup> Rules of Georgia Department of Community Affairs, Chapter 110-12-2, Development Impact Fee Compliance Requirements

**Table 1  
Projections and Forecasts, 2020-2043  
City of Hoschton**

<b>PROJECTION/FORECAST</b>	<b>2020</b>	<b>2023</b>	<b>2028</b>	<b>2033</b>	<b>2038</b>	<b>2043</b>
Total Housing Units	1,123	2,308	4,689	5,631	5,642	5,653
Occupied Housing Units (95% total)	1,066	2,192	4,454	5,349	5,360	5,371
Households	1,066	2,192	4,454	5,349	5,360	5,371
Persons Per Unit	2.70	2.70	2.70	2.70	2.70	2.70
Household Population	2,878	5,918	12,025	14,442	14,472	14,501
Group Quarters Population	0	0	0	95	165	280
Total Population	2,878	5,918	12,025	14,537	14,637	14,781
Employment	532	918	1,488	1,797	2,102	2,162
Functional Population (Total Population + Employment)	3,410	6,836	13,513	16,334	16,739	16,943

Source: Jerry Weitz & Associates, Inc. July 2023. Note: Data are for July 1<sup>st</sup> of each year.

The basis for projecting future population is project approvals which are summarized in the data appendix of this CIE. Hoschton’s population in 2043 is projected to be 14,781 persons. Population growth in Hoschton is definitely not expected to be spread uniformly across the 20-year planning period (horizon). Rather, the vast majority of the new housing units in Hoschton will be constructed by 2028, with housing starts weighted proportionally much heavier in the next five years. The projections of housing units and population in Table 1 are based on the assumption that the city will buildout (almost entirely, if not entirely) its residential lands within the city limits during the twenty-year planning horizon. As noted above, the city does not have any nursing homes or other “group quarters” population. The projections of population include the forecast that, later in the planning horizon, Hoschton will become home to one or more institutionalized residential living arrangements such as nursing or congregate care homes.

Hoschton has a relatively modest economic base, consisting of restaurants, retail trade establishments, services, and institutions and industries. Employment data for transportation analysis zones (TAZs), prepared as a part of the Jackson County Transportation Plan in 2019, were used to prepare employment forecasts for this CIE. The county data by TAZ were for the years 2015 and 2050 only, and thus had to be interpolated to the years utilized in this CIE. A map of TAZs for western Jackson County is provided in the data appendix. Employment increases are forecasted to also be more heavily weighted during the next ten years but will yet be significantly more uniform than residential population increases in terms of spread over the 20-year planning horizon.

Hoschton’s impact fee program includes public safety facilities and services (police). The service population for police is the population plus employment, or in other words, the “functional” population. As indicated in Table 1, the population is added together with employment to determine the functional population.

**Resolution 23-21**

**PARK AND OPEN SPACE LAND**

**Service Area**

The service area for park and open space land is the city limits.

**Inventory**

Table 2 shows the inventory of park and open space lands within the City of Hoschton as of July 1, 2023. The inventory does not include part of a ballfield that is owned by the Jackson County Board of Education, since the city does not own that portion of the ballfield.

**Table 2  
Park and Open Space Land Inventory, July 1, 2023  
City of Hoschton**

<b>Parcel No.</b>	<b>Address</b>	<b>Acres</b>	<b>Description</b>
120 003R	374 Cabin Drive	8.73	4 ball fields, 2 tennis courts
119 0022	4727 Hwy 53	4.20	Ball field (part)
H02 056	E. Broad St	0.23	Building and open space
H02 082 (pt.)	79 City Square	0.25	Pavilion and open space
H02 058 (pt.)	Highway 53	0.15	Playground beside Depot
H01 003A	New Street	0.32	Undeveloped/open space
H01 003B	Pendergrass Rd	0.18	Undeveloped/open space
H01 004	Pendergrass Rd	0.22	Undeveloped/open space
H01 005	Oak Street	0.22	Undeveloped/open space
H01 006	67 Oak Street	0.20	Undeveloped/open space
H01 007	Oak Street	0.17	Undeveloped/open space
H01 008	Oak Street	0.09	Undeveloped/open space
H01 009	29 Oak Street	0.22	Undeveloped/open space
H01 00	15 Oak Street	0.16	Undeveloped/open space
H01 048	153 Mulberry Street	4.78*	Undeveloped/open space
		20.12	TOTAL

\* total tract is 6.78 acres but 2 acres are subtracted for other uses.

Source: Jerry Weitz & Associates, Inc., July 2023.

**Level of Service (LOS) Measures and Standards**

Since residents are the users of park and open space lands, the level of service measure and standard for park and open space land is based on the residential population. The city established the following level of service measure in the first CIE in 2020: acres of park and open space land per 1,000 residents.

In the initial CIE, adopted in September 2020, the city adopted a level of service standard for park and open space land of 5.33 acres per 1,000 residents, the same as the existing level of service in 2020. No change is proposed to the adopted level of service standard.

**Resolution 23-21**

From July 1, 2020, to July 1, 2023, the city has added 4.78 acres of park land but has also added an estimated 3,040 new residents. As a result of the unprecedented population increase, the current park and open space land level of service has dropped substantially to 3.40 acres per 1,000 residents.

**Assessment and Projection of Demands**

Table 3 provides a projection of park and open space land demands based on the projected residential population. The city has a current park and open space land inventory of 20.12 acres as of 2023 (see Table 2 above). That population increase translates into a demand for 31.54 acres to meet the level of service standard for the current (2023) year. This means the city needs to acquire an additional 11.42 acres to meet the current (2023) need per the adopted standard, just to meet the current (2023) population. The city has collected park and open space impact fees since September 2020, which can be used to purchase additional park and open space acreage.

Looking at the upcoming five years, Hoschton’s population will more than double, increasing by 6,107 people from 5,918 in 2023 to 12,025 in the year 2028. This new residential development (a population increase of 6,107 persons) will generate a demand for 32.55 acres of park and open space land at the adopted level of service standard. That is in addition to the need for 31.54 acres as of July 2023.

Looking at the entire 20-year planning horizon, between 2023 and 2043, new residential development (the projected population increase) will generate a demand for 47.24 acres of park and open space land at the level of service standard. Demand for park and open space land will slow considerably after the next decade, since the land use assumptions indicate the city will be mostly built out residentially by 2033. Counting the 11.42 acres to meet the current (2023) need per the adopted standard, the city as of July 2023 needs to acquire (add to the inventory) a total of 58.66 acres of park and open space land.

**Table 3  
Projection of Park and Open Space Land Demands, 2023-2043  
City of Hoschton**

<b>Type of Land</b>	<b>2023</b>	<b>2028</b>	<b>2033</b>	<b>2038</b>	<b>2043</b>
Total Population	5,918	12,025	14,537	14,637	14,781
Cumulative demand for new park and open space acres (@ LOS standard of 5.33 acres per 1,000 residents)	31.54	64.09	77.48	78.01	78.78

Source: Jerry Weitz & Associates, July 2023.

**Schedule of Improvements**

The schedule of improvements for park and open space land is shown in Table 4.

**Table 4  
Schedule of Improvements, 2023-2028  
Park and Open Space Land Impact Fee Program (Dollars)  
City of Hoschton**

Capital Improvement/ Authorized expenditure	2023	2024	2025	2026	2027	2028	Total 2023- 2028	Source of Funds	% Eligible for Funding with Impact Fees
Acquire 11.42 acres of park and open space land (@ \$75,000 per acre)	856,500						856,500	Impact Fees	100%
Acquire 32.55 acres of land (@ \$75,000 per acre)						2,441,250	2,441,250	Impact Fees	100%
Total	856,500					2,441,250	3,297,750	Impact Fees	100%

Source: Jerry Weitz & Associates, August 2023.

**LAW ENFORCEMENT (POLICE AND MUNICIPAL COURT)**

Hoschton was served exclusively by the Jackson County Sheriff for sworn officer law enforcement functions, but as of August 2021 the city hired a police chief and established its own police force. Jackson County Sheriff’s Department still serves backup functions and covers time periods when city police are not working. Since establishment of the police department, the city has added additional personnel.

**Service Area**

The service area for law enforcement (police and municipal court) is the city limits of Hoschton.

**Inventory**

Since establishing the police force, the city acquired building space devoted exclusively to the police department. Specifically, the city purchased 0.40 acre of property at the intersection of SR 53 and SR 332 which contained a 3,100 square foot building. The city then renovated 1,700 square feet of the building space for police department operations.

The original capital plan was for the police department to occupy the 1,700 square feet and finish additional space in the 3,100 square foot building as needed. However, with construction of new city hall administrative space at 61 City Square, the city’s building space at 79 City Square (prior city hall) (3,188 square feet) has been freed up and will be occupied by for police and municipal court space. Upon occupancy by police of the old city hall space at 79 City Square, to be completed in 2023, the inventory of space will be as shown in Table 5. The 1,700 square feet of police department space at SR 53 and SR 332 will no longer be utilized for police department operations and is therefore excluded from the resulting inventory.

**Table 5  
Inventory of Law Enforcement Building Space, City of Hoschton, 2023**

<b>Location of Building Space</b>	<b>Total Building Space (Square Feet)</b>
79 City Square (old city hall)	3,188

Source: City of Hoschton, July 2023.

**Level of Service (LOS) Measures and Standards**

Since both residential and nonresidential development are served by law enforcement facilities and services, the level of service measure and standard for police facilities are based on the functional population.

In September 2020, the city adopted the following level of service measure for law enforcement (police and courts): square feet of police building space per functional population. Police vehicles are not included in the impact fee program, because they do not qualify as “capital improvements” (i.e., they do not have a useful life of 10 years or more).

There was no level of service for police in Hoschton at the time the initial capital improvements element was adopted in September 2020, because the city did not have a police force at that time. In September 2020, the city adopted a level of service standard for law enforcement (police and court) facilities of 0.95 square feet of police building per functional population. No change is proposed to the adopted level of service standard.

**Assessment and Projection of Demands**

Table 5 provides a projection of police and court (law enforcement) space needed. As of 2020, prior to adoption of impact fees, the city needed 3,240 square feet of building space to serve the existing population as of 2020. This means that Hoschton, upon adoption of the police and court impact fee in September 2020, had a “facility deficiency” that is required to be provided by the city without utilizing impact fee funds. As noted above, the 3,188 square feet of old city hall space, converted to use for the police department in 2023, nearly addresses that facility deficiency (it is short by 52 square feet).

**Table 5  
Projection of Police and Court Building Space Demands, 2020-2043  
City of Hoschton**

	<b>2020</b>	<b>2023</b>	<b>2028</b>	<b>2033</b>	<b>2038</b>	<b>2043</b>
Functional population of Hoschton	3,410	6,836	13,513	16,334	16,739	16,943
Cumulative new police and court building space (square feet) needed (@ LOS standard of 0.95 square feet per functional population)	3,240	6,494	12,837	15,517	15,902	16,095

Source: Jerry Weitz & Associates, July 2023.

**Resolution 23-21**

**Schedule of Improvements**

The schedule of improvements for police and court facility space is provided in Table 6.

**Table 6**  
**Schedule of Improvements, 2023-2028**  
**Police and Municipal Court (Dollars)**  
**City of Hoschton**

Capital Improvement/ Authorized expenditure	2023	2024	2025	2026	2027	2028	Total 2023-2028	Source of Funds	% Eligible for Funding with Impact Fees
Add 52 square feet of police/court facility space (@ \$300 per square foot)			15,600				15,600	General Fund	0% (facility deficiency as of 2020)
Acquire and prepare site for new police and court space (3 acres @ \$150,000 per acre)		450,000					450,000	IF	100%
Architecture and engineering @ 15% of cost of building space for 3,254 square feet (phase 1 improvement)			146,430				146,430	IF	100% (2023 need)
Add 3,254 square feet of police and court space (@ \$300 per square foot) (phase 1 improvement)			976,200				976,200	IF	100% (2023 need)
Architecture and engineering @ 15% of cost of building space for 6,343 square feet (phase 2 improvement)				285,435			285,435	IF	100% (2028 need)
Add 6,343 square feet of police and court space (@ \$300 per square foot) (phase 2 improvement)					1,902,900		1,902,900	IF	100% (2028 need)
<b>TOTAL SHOWN</b>		<b>450,000</b>	<b>1,138,230</b>	<b>285,435</b>	<b>1,902,900</b>		<b>3,776,565</b>		

Source: Jerry Weitz & Associates, August 2023.

IF = Impact fees.



**Resolution 23-21**

As noted above, the city must address the facility deficiency (as of 2020) of 52 square feet with sources of funds other than impact fees. That facility deficiency is shown separately in Table 6. However, it will not be built as a stand-alone project and will be constructed at the time of phase 1 improvement as described below. Any facility additions after the 52 square feet can be funded 100 percent using impact fees.

Due to unprecedented population growth, from 2020 to 2023, the city has a current (year 2023) need to add 3,254 square feet of police and court facility space. This is referred to as a phase 1 improvement in Table 6. That is in addition to the 3,188 square feet of space in old city hall allocated to the police department and municipal court, and it also excludes the 52 square feet of unmet facility need as of 2020 (i.e., 52 square feet).

To meet continued unprecedented growth from 2023 to 2028, the city will need to add 6,343 square feet of police and municipal building space. This is referred to as a phase 2 improvement in Table 6.

A key facility planning issue is whether the city would be better served by planning and constructing a one facility all at once that meets its 20 year needs. Closely related is the issue of whether the city should plan to include the replacement of existing police and court facility space (i.e., the 3,188 square feet in old city hall at 79 Public Square) in a future building project, thus consolidating all facilities in one place. If so, replacement of the 3,188 square feet of existing space in a new facility would not be eligible for funding with impact fees.

To meet the city's long-term needs for police and court facility space with a single project, and to ultimately consolidate operations into one building, the city could plan and execute a project that includes all of the components needed to meet all needs as of 2043 (Table 7).

**Table 7  
Consolidated Police and Court Facility Space by Component**

<b>Time Period/ Component</b>	<b>Square Feet of Police and Court Building Space</b>	<b>Estimated Cost Including Architecture and Engineering (\$)</b>	<b>Impact Fee Funding</b>
2020 facility deficiency	52	15,600	None (0%)
Site acquisition/preparation	--	450,000	Impact fees (100%)
2020-2023 need (phase 1)	3,254	1,122,630	Impact fees (100%)
2023-2028 need (phase 2)	6,343	2,188,335	Impact fees (100%)
2028-2043 need (phase 3)	3,258	1,124,010	Impact fees (100%)
Relocate 3,188 square feet (existing 2023 space allocated to 79 City Square)	3,188	1,099,860	None (0%)
<b>Total Project</b>	<b>16,095</b>	<b>6,000,435</b>	<b>4,884,975 (81.4%)</b>

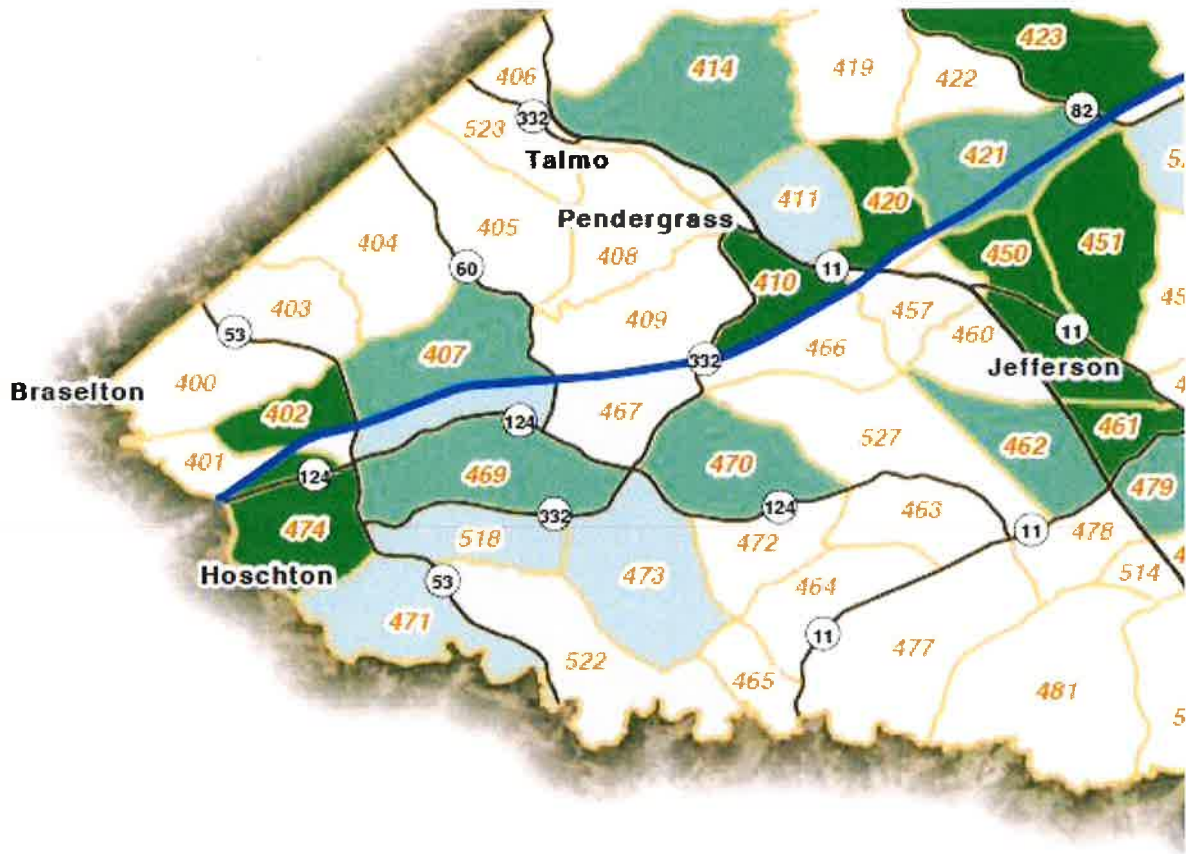
Source: Jerry Weitz & Associates, August 2023.

**APPENDIX A  
SUPPORTING MAPS**



**City Limits of Hoschton (Service Area)**

Source: Jackson County Q Public



Transportation Analysis Zones (TAZ) (Excerpt)

Source: Jackson County Transportation Plan

**APPENDIX B  
SUPPORTING DATA TABLES**

**City of Hoschton, Georgia  
Existing Housing Count by Subdivision (July 1, 2020)**

<b>Subdivision</b>	<b>Estimated Housing Units</b>
Panther Court & vicinity	22
Northwest scattered	18
Creekside Village	144
Winterset	39
Brook Glen	98
Village @ Hoschton	92
Deer Creek	106
Wildflower	46
Peachtree Road	2
Quail Crossing	46
Broad St. Apartments	24
White St. S of Broad	19
Downtown W of SR 53	34
Downtown E of SR 53	30
E. Jefferson Street	6
W. Jackson Apts. (SR 53)	16
Legacy Oaks	46
Town Park	54
Brighton Park	160
Century Oaks + Vic.	24
Azalea Senior Village	66
Twin Lakes PUD	31
<b>TOTAL</b>	<b>1,123</b>

Source: Jerry Weitz & Associates, June 2020.

**Forecast of New Housing Units by Time Period, 2023-2043  
City of Hoschton**

<b>Subdivision/ Project/</b>	<b>Est. New Housing Units 2023-2043</b>	<b>Built 2023-2027</b>	<b>Built 2027-2033</b>	<b>Built 2034-2037</b>	<b>Built 2037-2043</b>
Infill existing subdivisions	20	5	5	5	5
Azalea Senior Ph. 2	50	50	0	0	0
Cresswind at Twin Lakes	850	650	200	0	0
Twin Lakes at Twin Lakes (including Mixed Use)	750	500	250	0	0
Creekside Townhomes	27	27	0	0	0
Pirkle Road Planned Unit Development	499	168	331	0	0
Cambridge @ Towne Center	270	210	60	0	0
Providence Group PUD (Sell farm pt. and W. Jackson LLC)	334	250	84	0	0
Nunley estate	55	55	0	0	0
W. Jefferson Townhouses	193	193	0	0	0
Henry Street Townhouses	24	24	0	0	0
Townhouse infill E. of SR 53	48	24	12	6	6
Enclave at Hoschton (Kumar)	225	225	0	0	0
<b>TOTAL</b>	<b>3,345</b>	<b>2,381</b>	<b>942</b>	<b>11</b>	<b>11</b>
<b>%</b>	<b>100%</b>	<b>71%</b>	<b>28%</b>	<b>0.5%</b>	<b>0.5%</b>

Source: Jerry Weitz & Associates, July 2023.

**EXHIBIT B  
UPDATED COMMUNITY WORK PROGRAM**

The community work program is amended to remove projects that have been completed, and to add additional projects proposed by the city. The Community Work Program (2023-2027) provides a list of specific activities that the community plans to address as immediate priorities. This work program is updated annually because the city has adopted a capital improvements element (CIE) for development impact fees.

Dept.	Description	Year to be Implemented					Estimated Cost (\$)	Funding Source
		2023	2024	2025	2026	2027		
Water/Sewer	Complete Panther Creek sewer project	X					\$2,000,000	Grant and General Fund
Planning; City Attorney	Prepare ordinance amendments to address state mandates regarding use of city rights of ways for small wireless sites (SB 66) (2019), "Streamlining Wireless Facilities and Antennas Act"	X					\$5,000	General Fund
Administration	Complete recodification project and update of city code of ordinances	X					\$22,000 or as budgeted	General Fund
Administration	Construct City Square building addition (municipal property)	X					\$1,700,000	General Fund
Roads/Grounds	Striping of W. Jefferson Street	X					\$60,000	General Fund
Planning	Prepare a multi-modal plan for city streets and off-site trail networks (including golf cart paths) in consultation with homeowner's associations		X				\$20,000	General Fund
Roads/Grounds	Expand parking lot, correct drainage, repave at Depot		X				\$60,000	General Fund
Recreation	Construct kid's park at ballfields	X					\$125,000	SPLOST
Cemetery	Add Columbarium to cemetery property		X				\$35,000	Cemetery Fund
Inspections	Update city codes to adopt standard state codes when revised and adopted by state	X		X			Staff function	General Fund
Administration	Prioritize and periodically update list of city streets in need of repair/upgrade for purposes of LMIG expenditure and street resurfacing programming	X		X			Included in General Fund	General Fund
Planning	Update future land use plan map to incorporate annexations and changes in zoning		X			X	Staff function or Consultant	General Fund
Water/Sewer	Water meter replacement program	X					\$30,000	Water/sewer fund
Econ. Dev.	Renovate Larry's Garage building and property for business leases	X					TBD	General Fund
Recreation	Oak Street pavilion and community garden	X					TBD	General Fund
Water/Sewer	Phase 1 water main upgrade	X	X				\$2,900,000	Water/sewer fund
Planning	Place additional administrative forms and procedures on website; develop procedures guidance documents	X	X				\$3,500	General Fund
Econ., Dev.	Construct building addition on Depot property		X				\$800,000	General Fund
Administration	Prepare and implement community signage/wayfinding program for downtown and surrounding neighborhoods		X				\$10,000	General Fund
Administration	Update city safety plan and procedures at regular intervals or as mandated		X		X		Staff function	General Fund
Water/Sewer	Groundwater well study (complete) and develop multiple wells	X \$75,000	X	X		X	\$2,000,000	Water/sewer fund

**Resolution 23-21**

		2023	2024	2025	2026	2027		
Water/Sewer	Sewage treatment plant upgrade Phase 1	X	X				\$14,000,000	Water/sewer fund
Water/Sewer	Sewage treatment plant upgrade Phase 2		X	X			\$15,000,000	Water/sewer fund
Planning	Update capital improvements element and this community work program annually	X	X	X	X	X	\$1,000	General Fund
Planning	Implement schedule of improvements of capital improvements element as appropriate	X	X	X	X	X	See CIE	Impact fees; other
Code Enforcement	Continue to pursue teardowns of substandard housing units through code enforcement	X	X	X	X	X	Included in General Fund	General Fund
Planning	Re-evaluate and amend land use regulations as needed	X	X	X	X	X	Staff function	General Fund
Administration	Actively participate in meetings of the Gainesville-Hall Metropolitan Planning Organization to monitor transportation planning proposals	X	X	X	X	X	Staff function	General Fund
Administration/Engineering	Complete water/sewer projects programmed in 10-year capital improvement plan (2 new water tanks, sewer plant upgrade, additional water supplies, etc.)	X	X	X	X	X	See water/sewer capital program for estimates	Water/ Sewer Fund
Administration	Establish additional funding sources: special assessment districts		X				Staff function	General Fund
Engineering/Building	Continue to implement Municipal Stormwater Program (MS4) federal mandates	X	X	X	X	X	Consultant (\$25,000 annually)	General Fund
Administration	Re-evaluate personnel needs and propose and budget for new positions as appropriate	X	X	X	X	X	City Manager (cost TBD)	General Fund
Econ. Dev.	Design and construct parking deck downtown						Unfunded, long range	Grant; SPLOST, General Fund
Engineering	Periodically update 10-year capital improvement program for water and sewer		X		X		\$10,000	Water and Sewer Fund
Administration	Participate in five-year update of disaster preparedness/mitigation plan with county				X		Staff function	General Fund
Administration	Interview senior stakeholders and develop a senior service delivery plan, including focus on housing, recreation, and transportation				X		\$10,000 or staff function	General Fund
Administration	Develop benchmarking study to evaluate how Hoschton compares to peer/aspirational communities					X	\$6,000 (consultant)	General Fund
Engineering	Revise standard drawings for water and sewer					X	\$15,000	General Fund

SPLOST = Special Local Option Sales Tax.

**EXHIBIT C  
FINANCIAL REPORTS**

**ANNUAL FINANCIAL REPORT FOR (2020) CORRECTED**

(1) Public Facility Type	Parks & Recreation	Police	Fire	Administrative Fees	TOTAL
(2) Service Area	CITYWIDE	CITYWIDE	CITYWIDE	CITYWIDE	-----
(3) Beginning Impact Fee Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(4) Impact Fees Collected	\$42,089.20	\$31,201.76	\$37,067.90	\$0.00	\$110,348.86
(5) Accrued Interest	(\$1.76)	(\$1.96)	(\$1.92)	(\$1.83)	(\$7.47)
(6) Project Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(7) Administrative Fee	\$0.00	\$0.00	\$0.00	\$3,310.34	\$3,310.34
(8) Impact Fee Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(9) Ending Impact Fee Fund Balance	\$42,087.44	\$31,199.80	\$37,065.98	\$3,308.51	\$113,661.73
(10) Impact Fees Encumbered	0	0	0	0	0

(5) - The negative amounts shown are due to the account types these funds used to be in were Interest bearing as well as fee accounts. This amounts reflects those two numbers to best represent the actual numbers.



Resolution 23-21

ANNUAL FINANCIAL REPORT FOR (2021) CORRECTED

(1) Public Facility Type	Parks & Recreation	Police	Fire	Administrative Fees	TOTAL
(2) Service Area	CITYWIDE	CITYWIDE	CITYWIDE	CITYWIDE	-----
(3) Beginning Impact Fee Fund Balance	\$42,087.44	\$31,199.80	\$37,055.98	\$3,308.51	\$113,651.73
(4) Impact Fees Collected	\$319,446.18	\$241,937.86	\$287,346.44	\$0.00	\$848,730.46
(5) Accrued Interest	\$8.88	\$4.87	\$13.07	(\$17.86)	\$8.96
(6) Project Expenditures	(\$260,000.00)	(\$195,000.00)	\$0.00	\$0.00	(\$445,000.00)
(7) Administrative Fee	\$0.00	\$0.00	\$0.00	\$25,460.82	\$25,460.82
(8) Impact Fee Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(9) Ending Impact Fee Fund Balance	\$111,542.48	\$78,142.53	\$324,415.49	\$28,751.47	\$542,851.97
(10) Impact Fees Encumbered	0	0	0	0	0

(5) - The negative amounts shown are due to the account types these funds used to be in were interest bearing as well as fee accounts. This amounts reflects those two numbers to best represent the actual numbers.

Resolution 23-21

ANNUAL FINANCIAL REPORT FOR (2022)

(1) Public Facility Type	Parks & Recreation	Police	Fire	Administrative Fees	TOTAL
(2) Service Area	CITYWIDE	CITYWIDE	CITYWIDE	CITYWIDE	-----
(3) Beginning Impact Fee Fund Balance	\$111,542.48	\$78,142.53	\$324,416.49	\$28,761.47	\$542,851.97
(4) Impact Fees Collected	\$403,582.30	\$309,101.93	\$282,066.77	\$0.00	\$994,751.00
(5) Accrued Interest	\$528.41	\$527.84	\$1,745.46	\$41.56	\$2,843.27
(6) Project Expenditures	(\$151,917.39)	(\$26,263.69)	\$0.00	\$0.00	(\$178,181.08)
(7) Administrative Fee	\$0.00	\$0.00	\$0.00	\$29,841.79	\$29,841.79
(8) Impact Fee Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(9) Ending Impact Fee Fund Balance	\$363,736.80	\$361,608.61	\$608,227.72	\$58,634.82	\$1,392,106.95
(10) Impact Fees Encumbered	0	0	0	0	0

## **Resolution 2023-22**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF HOSCHTON, GEORGIA  
AWARDING THE DESIGN AND PROFESSIONAL SERVICES AGREEMENT  
TO BREWER ENGINEERING  
FOR THE DESIGN AND RELATED SERVICES IN CONNECTION WITH THE  
MULBERRY PARK DEVELOPMENT PROJECT**

**WHEREAS**, the City of Hoschton, Georgia has planned a project for development of the Mulberry Park on the 6.78 acre City owned property on Mulberry Street and West Broad Street, and

**WHEREAS**, the City of Hoschton, Georgia has completed concept plans for the said development, as approved by the City Council, and

**WHEREAS**, the City has filled a pre-application for a grant through the Land and Water Conservation Fund to assist in the financing of the project, and

**WHEREAS**, the project has been selected for funding by the Georgia Department of Natural Resources, and

**WHEREAS**, plans and specifications preparation needs to be expedited to gain approval by the Georgia Historical Preservation Division, and

**WHEREAS**, Brewer Engineering was selected by the City and the City Engineers for the conceptual phase of the project, and

**WHEREAS**, Brewer Engineering has the project history and capability to effectively complete the final planning, permitting and construction phase of the project.

**NOW THEREFORE** be it resolved by the City Council of the City of Hoschton to award the Professional Services Agreement for the Mulberry Park Project to Brewer Engineering of Atlanta, Georgia.

**BE IT FURTHER RESOLVED** to authorize the Honorable James Lawson, Acting Mayor, and City Manager/Clerk, Jennifer Kidd-Harrison to execute the professional services agreement for the Mulberry park Project on behalf of the City.

**THIS RESOLUTION READ AND PASSED BY A QUORUM OF THE CITY COUNCIL OF THE CITY OF HOSCHTON, GEORGIA, ON THE 16TH DAY OF OCTOBER, 2023 AND HAS NOT BEEN RESCINDED IN ANY WAY.**

---

Mr. James Lawson, Acting Mayor

Attest:

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Ms. Jennifer Kidd- Harrison, City Clerk

(Seal)

Approved as to form:

---

Abbott S. Hayes, Jr., City Attorney

9-28-23

Ms. Jennifer Kidd-Harrison  
City Manager  
City of Hoschton  
79 City Square  
Hoschton, Georgia 30548



400 Galleria Parkway, Suite 1500  
Atlanta, GA 30339 | 770 794 7012

Re: Hoschton Mulberry Park Project Design & Construction Documents Proposal  
City of Hoschton, Georgia  
Civil Engineering Services Proposal

Dear Ms Kidd-Harrison,

Thank you for the opportunity to offer our services for this exciting project. Brewer Engineering, Inc. was founded in 1994. Since 1998 we have provided civil engineering services for over \$2.08 Billion dollars of construction projects, with over 13 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.

This proposal is being submitted as a design partnership between Brewer Engineering, TJ Schell & FSF Architecture to develop the design and construction documents for the approved Concept Plan attached dated 5-25-2023.

This proposal is submitted to provide the design and construction documents to develop the entire scope of the approved Concept Plan attached. The project scope includes; sidewalks along West Broad and Mulberry Street, 8 ft wide trail paths throughout the park, guidance documents for two play structure areas (one for ages 2-5, one for ages 5-12), resurfacing for Mulberry Street, 10 new parking spaces (3 being ADA compliant), 13 concrete pad with benches, outdoor grassed amphitheater type seating areas, outdoor pavilion structure, 300 sf restroom building, concrete stairs from house to amphitheater area walk, and landscape design for the park.

Our professional fee would include the following services:

### **Schematic Design Phase**

#### **1. Survey Review:**

Review survey provided by client for completeness and identify any information that may be missing or need to be included necessary to perform the design services.

#### **2. Utility Confirmation:**

Develop concept utility services layout. Regarding sanitary sewer, it is our understanding that EMI will be designing a sanitary sewer lift station of which we will provide gravity sewer lines from the existing house and the new restroom building to this new lift station.

#### **3. Affirm Project Elements:**

Meeting with client and site visits to affirm proper elements of the design and develop final Schematic Design Plan which will for the basis of Design Development and Construction Document phases.

#### **4. Geotechnical Report Assistance:**

Assist Client with coordination with project geotechnical engineer, assist in reviewing subsurface investigations and understanding subsurface impacts to the project.

#### **5. Permits Review:**

Help client develop list of all permits that might be required for the development of the project.

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**8. Site Visit:**

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, if survey available at time of site visit- provide general review of survey with site, and observe traffic movements.

**Design Development Phase**

**1. Master Plan Assistance:**

Provide assistance in development of master plan and identifying possible development issues.

**2. Preliminary Stormwater Management Approach:**

Prepare a Stormwater Management Approach that will satisfy the regulatory authority requirements for water quality and runoff reduction. Include initial sizing requirements for the stormwater management facilities.

**3. Site & Grading Plan:**

Prepare a conceptual site and grading plan for the project for approval of client. These plans will form the basis for full construction plans and permit plans.

**5. Restroom Building & Pavilion:**

Develop Design Development level plans for the restroom building and pavilion structure.

**Civil Construction Documents Phase**

**1. After Design Development Plan approaches are approved, prepare the construction documents necessary for permitting.**

**2. The Civil Construction drawings for will generally consist of the following:**

- a. Cover Sheet
- b. Project Notes
- c. Overall Site Plan
- d. Demolition Plan
- e. Site Plan
- f. Grading Plan
- g. Utility Plan for On Site Utilities. (Utilities located more than 100 feet from client's property may require additional services and billed at attached hourly rate schedule.)
- h. Erosion Control Plans
- i. Sewer Profiles
- j. Construction Details
- k. Outdoor Terraced Lawn Seating (6 ft wide by 18" terraces level changes) Plans
- l. Pavilion structure plans
- m. Rest Room Building (300 sf) Plans
- n. Play Structure guidance documents for owner to be able to secure and select vendor and installer for the plan areas.

**3. Construction Specifications**

a. Prepare Division Specifications) for inclusion in clients project bid manual construction package.

**5. Prepare Stormwater Management Report for the water quality/detention required for the Land Disturbance Permit.**

**6. Services, Plans or Designs that are NOT included in this Proposal and are NOT included in Brewer Engineering's services.**

- a. Land Surveying
- b. Tree Surveys
- e. Irrigation Plans
- f. Retaining Walls
- g. Off-site Utilities or Off-site Hydrological Studies
- h. Septic System Plans or Design

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- j. Wetland Permitting or Wetland Certifications
- k. FEMA or Floodplain Studies or Permitting
- l. As-built plans or surveys or certifications
- m. Permit Fees
- n. Traffic or Signalization Plans or Studies
- o. Geotechnical Investigations
- p. Environmental Reporting or Studies
- q. Soil Surveys
- r. Rezoning, Zoning, or Variances
- s. Site Lighting, Photometric Plans, Electrical Site Plan
- t. Deck and bridge designs

**Permitting Phase**

1. Assist Client in obtaining required site development permits.
2. Submit Civil Construction Plans and Stormwater Management Report for Land Disturbance Permit. Client shall be responsible for any additional reports, plans, designs, etc. that are required by the municipality that and are not listed in the Civil Construction Documents section listed above.
3. Meet as required by LDP permitting municipality and making all revisions required by city/county departments in order to secure the land disturbance permit. In additions attending all meetings with client and project consultants necessary to work out the permit issues.
4. Assist Client with the online GEOS NPDES – Notice of Intent and EPD fee process. Client must apply setup online account and file the NOT.

**Bidding Phase**

1. Prepare Civil Division written specifications and Civil Construction documents and provide to client in electronic form (pdf) for inclusion in Clients Bid Package
2. Assist Client in answering and responding to Request for Information by bidding contractors.
3. Prepare Addenda documents for the proposal design portion of the Bid Package.
4. Assist Client in reviewing bids and analyzing bids.
5. Clients Bid Manual/Package by others.

**Construction Administration Assistance Phase**

Brewer Engineering will provide construction administration assistance, limited construction observation visits, review pay request, prepare civil punch list for project close-out and attend meetings during the construction period as requested by Client, Architect or Client’s Representative. However, this proposal limits the total number of hours for Construction Administration Assistance to 60 hours. Additional hours will be treated as an Add Service and billed per the attached rate schedule.

**The Total Lump Sum Fee for above listed services:**

**\$ 114,250 (One Hundred Fourteen Thousand Two Hundred Fifty Dollars).**

**Fee Broken Out by Discipline:**

Landscape Architect (per attached proposal)	\$ 16,675
Architect & Mechanical, Plumbing, & Electrical (per attached proposal)	\$ 66,500
Civil Engineering Services listed above	<u>\$ 31,000</u>
	<b>\$ 114,250</b>

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**Payment:**

Brewer Engineering will bill monthly for the services listed based on a percentage of completion of the phase or phases performed 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
Project Manager	\$ 95.00/hour
CADD Designer	\$ 85.00/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,



Jefferson D. Brewer, P.E.  
President

***Proposal valid for 45 day from date of proposal***

**Client:** Jennifer Kidd-Harrison, City Manager  
City of Hoschton

**Client Address:** 79 City Square  
Hoschton, Georgia 30548

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

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## 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 sub-consultants 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 sub-consultants 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, sub-consultants, 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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**REVISIONS**

NO.	DATE	DESCRIPTION
1	5-28-2013	ISSUED FOR CONSTRUCTION

**OWNER / DEVELOPER**  
 CITY OF HOSCHTON  
 131 SQUARE STREET  
 HOSCHTON, GEORGIA 30548

**MULBERRY PARK  
 CONCEPT PLAN**  
 HOSCHTON - MULBERRY PROPERTY  
 131 SQUARE STREET  
 HOSCHTON, GA 30548

**NOT ISSUED  
 FOR  
 CONSTRUCTION**

DATE: 5-28-2013  
 SHEET NO. T.1  
 PROJECT NO. 23093



**Brewer Engineering & Tj Scheff**  
 Mulberry Park - Budget Estimate - May 23, 2013

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Site Preparation	10,000	1.50	15,000.00
2	Stream Buffer	500	25.00	12,500.00
3	Stream	100	100.00	10,000.00
4	Top of Bank	100	100.00	10,000.00
5	Concrete Pad	100	100.00	10,000.00
6	Play Structures	100	100.00	10,000.00
7	Restrooms	100	100.00	10,000.00
8	Paved Area	100	100.00	10,000.00
9	Plantings	100	100.00	10,000.00
10	Other	100	100.00	10,000.00
<b>TOTAL</b>				<b>100,000.00</b>

**STREAM BUFFER**  
 THE INTENT OF THIS BUFFER IS TO PROTECT THE STREAM FROM EROSION AND TO PROVIDE A HABITAT FOR WILDLIFE. THE BUFFER SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE BUFFER SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.

**STREAM**  
 THE STREAM SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE STREAM SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.

**TOP OF BANK**  
 THE TOP OF BANK SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE TOP OF BANK SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.

**CONCRETE PAD**  
 THE CONCRETE PAD SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE CONCRETE PAD SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.

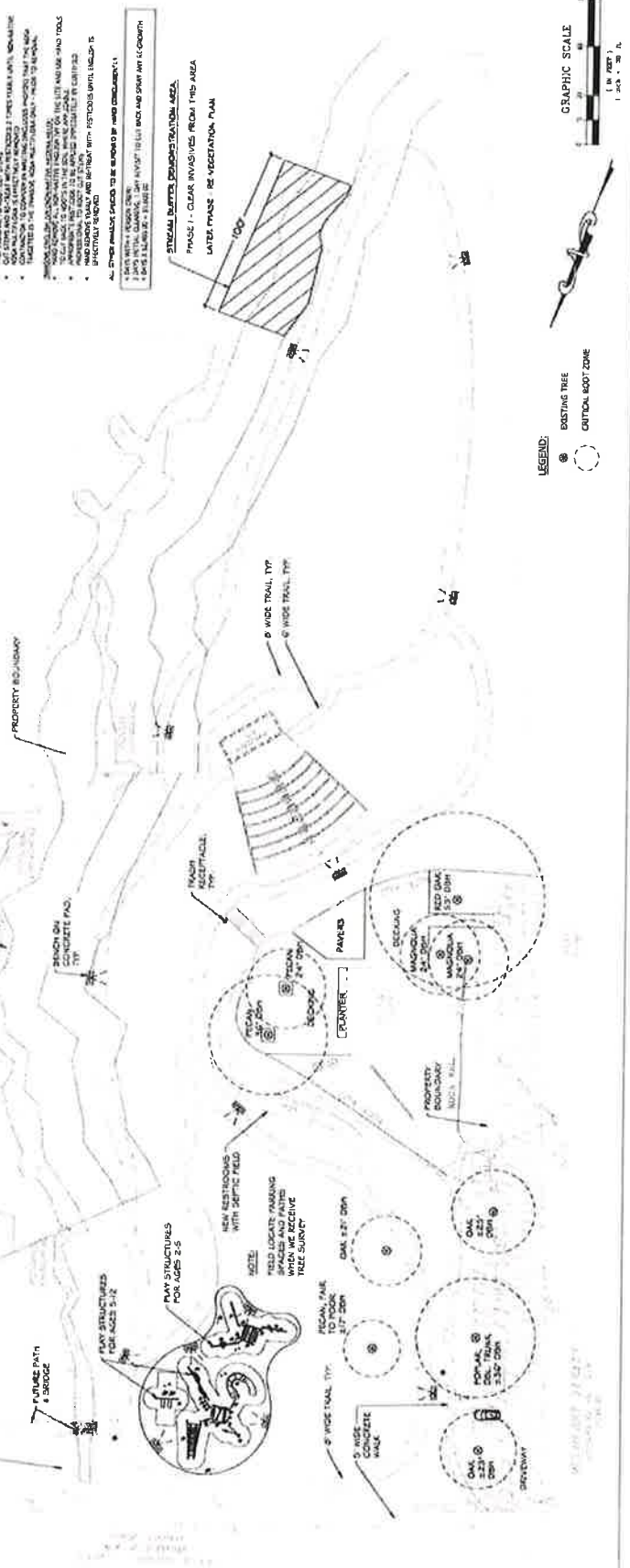
**PLAY STRUCTURES**  
 THE PLAY STRUCTURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE PLAY STRUCTURES SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.

**RESTROOMS**  
 THE RESTROOMS SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE RESTROOMS SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.

**PAVED AREA**  
 THE PAVED AREA SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE PAVED AREA SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.

**PLANTINGS**  
 THE PLANTINGS SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE PLANTINGS SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.

**OTHER**  
 THE OTHER SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH. THE OTHER SHALL BE MAINTAINED AT ALL TIMES AND SHALL NOT BE REMOVED OR REDUCED IN WIDTH.



**LEGEND:**  
 ○ EXISTING TREE  
 ○ CRITICAL ROOT ZONE







## **T J Schell**

2985 GORDY PARKWAY,  
#422  
MARIETTA, GA 30062

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September 22, 2023

### **Re: Proposal for 100% Landscape at Mulberry Park**

Jeff Brewer, P.E.

#### **Brewer Engineering**

400 Galleria Parkway, Suite 1500  
Atlanta, GA 30339  
770-794-7012 office, 770-653-8144 cell

Dear Jeff:

Thank you for the opportunity to submit the following proposal to provide Landscape design services for the Mulberry Park site per the approved Concept Landscape Plans T.1 – T-3 Dated 5.25.23. The scope of work for the referenced projects is described below:

#### **Area 1 - Foundation landscape and garden around Mulberry House and amphitheater**

- TJ Schell to coordinate with Engineer and architect related to areas of renovation and preservation directly adjacent to the Mulberry House and the amphitheater.
- Trees and shrubs to remain will be noted on plans in general locations.
- New plant palette to reflect research of past plantings (if available) and to combine with mostly native plantings.
- Plaza brick details/sections showing the base and suggested dimensions.

#### **Area 2 - Overall landscape for site**

- TJ Schell to coordinate with Engineer using the final survey for trail location, materials and (slate) trail details including edging (i.e., typical plan and section details).
- TJ Schell to design trees and landscape to comply with all local ordinances for final development plans.
- TJ Schell to assess all existing trees shown on final tree survey for incorporation to final design.
- TJ Schell to note / flag invasive species to be removed in area noted for removal.
- TJ Schell to update any details/locations related to benches, trash receptables, lighting, pet waste station as needed.

#### **6-8 Contract Administration/construction meetings (4 hrs ea.)**

**Proposed Fee**

**\$16,675.00**

#### **Exclusions include the following:**

- It is our understanding that the city will self-perform most of the work including but not limited to:
  - Installation of amphitheater

- Final selection and installation of the Play structures (i.e., city to work directly with play  
scape representatives to purchase and install using TJS Concept plans as priced).
- Final selection of deck materials, details, and installation of deck
- Bathroom
- Landscape installation / Irrigation design – City to engage landscape contractor to provide  
irrigation design as a part of the base bid for landscape installation.

Per our agreement, it is our understanding that the owner will furnish the tree survey and boundary/ topo survey in CAD. It is also our understanding that the engineer / architect will provide architectural and grading plans 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 scope as referenced above. Please note the specific project exclusions. 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: \_\_\_\_\_

27 September 2023

Jeff Brewer  
Brewer Engineering

Re: Mulberry Park  
Hoschton, Georgia

Jeff:

Thank you for calling this week to discuss the plans for Mulberry Park and giving me the conceptual drawings. Hopefully we can work with you on this project and continue our success together with park projects.

**SCOPE**

We have used the preliminary drawings to attempt to discern the extent of the project that will be required for the first two parts that we will be involved with: the restroom building and the pavilion. Both are relatively simple in nature, but do take a bit of engineering to complete.

Civil: We are assuming that you will cover that entire portion of the project. And your fee will be separate from ours.

Architectural:

First is to design functional restroom facilities that are ADA complaint. The building would also have a small storage area also. While the usage will regularly be minimal, we will need to work with a size that could accommodate small crowds. Probably a reasonable number of fixtures is 3 to 4 on each side.

The pavilion is a simple structure with less coordination with the other engineering consultants. It is assumed to be simple like the provided picture.

Structural:

The restroom building will have a basic slab with block walls and a truss system for the roof. The pavilion will be simple as shown in the picture, but with a more complicated structure to provide stability while remaining very open.

Mechanical / Plumbing:

The restroom building will have water and sanitary sewer to a septic field designed by you. A need for heat for the winter and year round ventilation is needed. The pavilion will need no plumbing or HVAC.

CELEBRATING 30 YEARS

Electrical:

Since this is the first phase of the project, electrical service will need to be designed and also have enough power to support the future parking deck. A service loop through the park will probably be needed for general / security lighting. The restroom building will need electrical for lighting and HVAC. The pavilion should be provided with adequate power to supply small bands / concerts and to power a small sound system that could be permanent or portable.

The architectural fee includes assistance during the permitting, bidding, and construction phases.

**FEES**

My engineers and I have given the project a careful review based on scope, size and time needed to complete the project. We are pleased to offer the following fees for this project:

Architectural restroom building	\$ 35,000
Architectural pavilion	\$ 10,000
Structural restroom building	\$ 3,000
Structural pavilion	\$ 7,000
MEP restroom and pavilion	\$ 11,500

**EXPENSES**

We normally charge for reimbursable expenses such as travel and printing, and delivery at cost plus 10%. However, due to my proximity of the project, we will not charge travel expenses.

**SCHEDULE**

We would be available to begin schematic design in a few weeks after the notice to proceed.

The process schematic process should not be rushed. Some meetings may require some time to contemplate the results of. Allow about 4-6 weeks for the process to be completed.

The completion of the construction documents to be ready for permitting and receive pricing should take approximately two months to three months depending on availabilities of the architect and engineers once notice to proceed is given.

**INVOICING**

Invoices will be sent monthly, near the beginning of the month, as services are provided. Payment will be expected during the same calendar month or services will be terminated and a 1.5% per month charge added for each month of nonpayment.

**CELEBRATING 30 YEARS**



**CONTRACT**

This Letter will serve as our contract agreement through the completion of schematic design.

I welcome the opportunity to discuss our services and the associated fees with you at your convenience.

Sincerely,

Accepted:



Jeffery M. Seeley  
Partner, Architect

---

Printed Name:  
Title:  
Company Name:  
Billing Address:

**FOREMAN SEELEY FOUNTAIN ARCHITECTURE  
2023 HOURLY RATES**

Principal Architect	\$ 150/hour
Senior Draftsman (C.A.D)	\$ 140/ hour
Interior Designer	\$ 140/ hour
Clerical	\$ 140/ hour

Hourly rates are subject to annual adjustment.

**CELEBRATING 30 YEARS**



# Brewer Engineering & TJ Schell

## Mulberry Park - Budget Estimate - May 25, 2023

ITEM	COMMENTS	ESTIMATED COST	TOTAL COST
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<b>Phase 1 - Concept Plan, Site Clean-up, Walking Trail, Beautification</b>			
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4 Days	Invasive plant removal - stream buffer	100 lf	3 days initial - 1 follow up	2,400.00	9,600.00
150	Perennials and Shrubs - House foundation	1-3 Gal.	See Concept plan	25.00	3,750.00
13	Benches	958	See Concept plan	958.00	12,454.00
	Path Construction				24,000.00
230 tons	Slate minis - Trail - 2" depth		See Concept plan	100 / ton	23,000.00
9,293	stone granite edging for trail		See Concept plan	5.50 / block	51,128.00
75	Solar powered bollards		See Concept plan	630.00	34,875.00
13	Concrete pads for benches		See Concept plan		2,600.00
3	Trash Receptacle		See Concept plan	2,361.00	7,083.00
1	Pet Waste Station		See Concept plan	189.00	189.00
	Clearing, grading, erosion control				32,500.00

**Phase 1 Total**

**\$ 201,179.00**

<b>Phase 2 - Playground, Restroom, Parking, Drive improvements, sidewalk along</b>			
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920 sy	Driveway Asphalt Improvements				42,000.00
1	Structures for ages 2-5 and 5-12		See Concept plan		225,000.00
6,600sf	Engineered Wood fiber for Playground		See Concept plan		11,047.75
70	Shade trees - installed cost	2.5" Cal.	See Concept plan	500.00	35,000.00
50	Evergreen trees - installed cost	6' Ht.	See Concept plan	350.00	17,500.00
200	Native Grasses	4" Pots	See Concept plan	10.00	2,000.00
1	Pet Water Fountain		See Concept plan		3,696.00
230 sy	Parking spaces				9,200.00
720 lf	Concrete sidewalks				34,000.00
4 poles	Site Lighting for parking				32,000.00
300 sf	Restroom Building			300.00	90,000.00
	Grinder Pump System for restrooms				12,000.00
	Signage				5,500.00

Sitework - Grading, Drainage, Erosion Control

65,000.00

**Phase 2 Total**

**583,943.75**

**Phase 3 - Amphitheater & Stage, Connecting Bridge, Plaza, & Connecting paths**

	Amphitheater & Pavillon Stage			220,000.00	
3000 sf	Plaza deck	5000 sf	See Concept plan	30.00	90,000.00
1,200 sf	Brick Paver - plaza engraved		See Concept plan	3.00 per sf	3,600.00
	Connecting Bridge to Parking Deck				12,500.00
	Walls / Stairs				39,000.00
	Sitework - Grading, Drainage, Erosion Control				27,000.00

**Phase 3 Total**

**392,100.00**

<b>SUB TOTAL COST</b>	<b>\$</b>	<b>1,177,222.75</b>
10% CONTINGENCY	\$	117,722.28
	<b>\$</b>	<b>1,294,945.03</b>

**Resolution 2023-22**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF HOSCHTON, GEORGIA  
AWARDING THE DESIGN AND PROFESSIONAL SERVICES AGREEMENT  
TO BREWER ENGINEERING  
FOR THE DESIGN AND RELATED SERVICES IN CONNECTION WITH THE  
MULBERRY PARK DEVELOPMENT PROJECT**

**WHEREAS**, the City of Hoschton, Georgia has planned a project for development of the Mulberry Park on the 6.78 acre City owned property on Mulberry Street and West Broad Street, and

**WHEREAS**, the City of Hoschton, Georgia has completed concept plans for the said development, as approved by the City Council, and

**WHEREAS**, the City has filled a pre-application for a grant through the Land and Water Conservation Fund to assist in the financing of the project, and

**WHEREAS**, the project has been selected for funding by the Georgia Department of Natural Resources, and

**WHEREAS**, plans and specifications preparation needs to be expedited to gain approval by the Georgia Historical Preservation Division, and

**WHEREAS**, Brewer Engineering was selected by the City and the City Engineers for the conceptual phase of the project, and

**WHEREAS**, Brewer Engineering has the project history and capability to effectively complete the final planning, permitting and construction phase of the project.

**NOW THEREFORE** be it resolved by the City Council of the City of Hoschton to award the Professional Services Agreement for the Mulberry Park Project to Brewer Engineering of Atlanta, Georgia.

**BE IT FURTHER RESOLVED** to authorize the Honorable James Lawson, Acting Mayor, and City Manager/Clerk, Jennifer Kidd-Harrison to execute the professional services agreement for the Mulberry park Project on behalf of the City.

**THIS RESOLUTION READ AND PASSED BY A QUORUM OF THE CITY COUNCIL OF THE CITY OF HOSCHTON, GEORGIA, ON THE 16TH DAY OF OCTOBER, 2023 AND HAS NOT BEEN RESCINDED IN ANY WAY.**

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Mr. James Lawson, Acting Mayor

Attest:

Ms. Jennifer Kidd- Harrison, City Clerk

(Seal)

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

**CITY OF HOSCHTON, GEORGIA  
TEMPORARY ALCOHOL SPECIAL EVENT PERMIT**

**Alcohol Vendor Details**

Sperata LLC  
Business Name of Established Alcohol Licensee

09-20-2023  
Date of Application

Christopher A Hope  
Name of Established Manager Responsible for the Sale of Alcoholic Beverages at Special Event

Buford Historic CA  
Location of Business

4 East Main St  
Mailing Address

Wine  
Type(s) of Alcohol to be Served by Licensee at Special

678 765 7911  
Telephone Number

Reg.  
mtg  
Monday

518  
(PRE MADE)  
@gmail.com

**Event Details**

Taste of Italy  
Name of Event

10/29/2023 5 to 9 pm  
Date(s) and hours of serving alcohol at event

65 City Square Hoschton GA 30548  
Location of authorized area to serve alcohol (Community Center, Lawson funeral Home Lawn, Depot, Municipal Parking lot, City Hall Green Space)

TBC  
Description of mandatory barriers for approved area and estimate of how many seats will be provided

Buffet - appetizers  
Details of mandatory provision for food service

Name and Phone Number of Host or Sponsor of the Event (including name and number of host representative in attendance)

CHRISTOPHER A HOPE 678 765 7911  
Name and Phone Number of Person Providing Food for the Event

**Oath:**  
"I solemnly swear that the above facts are true to the best of my knowledge and that I am actively participating in the management of the operation."

Chris Hope  
Applicant

[Signature]  
Signature of Event Organizer

**Subject to Mayor and City Council approval at a regularly scheduled Council meeting.**

10/16/2023  
Council Meeting Date

Approved: JENNIFER HARRISON, City Clerk

This license must be posted in a conspicuous place at the location and available for immediate inspection at all times that the location is open.

For changes to your license:

- Ownership - you must reapply at <https://gtc.dor.ga.gov>.
- Mailing address - update at <https://gtc.dor.ga.gov>.

To ensure you have your license please reapply by November 1 of each year.

Monthly returns and/or reports are required for some licences. For more information on filing requirements, required signs, or to view applicable laws and regulations, visit <https://dor.georgia.gov/> and click the Alcohol & Tobacco tab, or call the Atlanta Regional Office at (404) 417-6605.

Georgia Department of Revenue

(Cut here before displaying)

STATE OF GEORGIA - DEPARTMENT OF REVENUE

**License to Sell Alcoholic Beverages**

As set forth and defined in Title 3

Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

**Not Valid Without Local License If Required - Non Transferable**

**EFFECTIVE DATE** 01-Jan-2023

**LICENSE EXPIRES** 31-Dec-2023

**BOND EXPIRES**

**STATE TAXPAYER IDENTIFIER**

**LICENSE NUMBER**

**DATE ISSUED**

**LICENSE FEE**

**LOCAL LICENSE ISSUED BY**

20015065940

0046850

02-Dec-2022

\$200.00

City BUFORD

**THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL**

CHRISTOPH HOPE: Consumption on Premises - Beer, Wine and Liquor

**DBA**

**AT THE FOLLOWING LOCATION**

9 E MAIN ST BUFORD GA 30518-5712

**COUNTY**

GWINNETT

SPERATA LLC

9 E MAIN ST

BUFORD GA 30518-5712

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue



State Revenue Commissioner

**THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON**

The items checked above have been completed.

Renter's Signature: \_\_\_\_\_

Date: 9-17-23

**Community Center Rental Application:**

Full Name or Company Name (PLEASE PRINT):

Sperata Restaurant LLC

Address:

9 East main St BUTFORD 30518

Telephone Number:

678 765 7111

E-Mail Address:

Sperata@gmail

Date(s) of Event:

TBC

Type of Event:

Buffet Dinner

Rental Start Time: 3:30 - 9pm Rental End  
Time: \_\_\_\_\_

Alcohol Present?  Yes or No

(See Alcohol section for information regarding required security)

**FOR OFFICE USE ONLY:**

Security Deposit received: none per JH CASH



**Karen Butler**

---

**From:** noreply@icheckgateway.com  
**Sent:** Friday, September 29, 2023 4:10 PM  
**To:** SPERATA1@GMAIL.COM  
**Subject:** DEBIT Receipt

CHRISTOPHER HOPE,

**This email confirms that you have authorized City of Hoschton General to DEBIT your credit card in the amount of \$50.00.**

Your payment was received at 9/29/2023 4:10:22 PM Eastern Time. The payment date for this transaction is scheduled for 9/29/2023 4:07:33 PM and should be processed in 24 to 48 hours from the scheduled date.

**Confirmation:** b236da3b8c50  
**Auth Code:** 101206  
**Description:** SPERATA

If you have any questions about this transaction, please contact City of Hoschton General.

A separate Non-Refundable Payment Fee transaction will also be debited from your account in the amount of \$1.75.

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Powered By: [iCheckGateway.com](https://www.icheckgateway.com)

## Submission Information

Logon	cityofhoschton
Status	Submitted
Confirmation Number	0-169-082-568
Submission Title	Alcohol License Review
Submitted	10-Oct-2023
Case Key	1513196352

Your confirmation number is **0-169-082-568**.

Your request has been submitted and will be processed in the order that it was received.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).



# 2023 HOSCHTON SPECIAL EVENT ALCOHOL LICENSE

## CITY OF HOSCHTON

LICENSE # SEAL-2023-001

**SPERATA, LLC**

WINE

65 CITY SQUARE, HOSCHTON, GA 30548

ONE DAY ONLY – OCTOBER 29, 2023

A LICENSE IS GRANTED IN THE CITY FOR THE PERIOD ENDING DECEMBER 31<sup>ST</sup>, 2021 SUBJECT TO COMPLIANCE WITH THE PROVISIONS OF THE CITY OF HOSCHTON BUSINESS LICENSE ORDINANCE. LICENSE IS A MERE PRIVILEGE SUBJECT TO BE REVOKED AND ANNULLED AND IS SUBJECT TO ANY FURTHER ORDINANCES THAT MAY BE ENACTED.

---

CITY CLERK



# PROPOSAL

Tel: 770-867-5312  
1410 Sunbelt Way

Fax: 470-255-2327  
Auburn, GA 30011

[www.sunbeltasphalt.com](http://www.sunbeltasphalt.com)

Proposal Submitted to:  
City of Hoschton

Telephone:(470)791-8928 Date: 10/04/23  
Email: [jhayes@cityofhoschton.com](mailto:jhayes@cityofhoschton.com)

Job Name: Roadway Patching/Renovation  
Project No: 2023-2025  
Project Address: Peachtree Road @ Fawn Court, Hoschton, Ga.  
Estimator: Jeff Mitchell

Attention: Joe Hayes

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We propose to furnish all materials and perform all labor necessary to complete the following:

## ASPHALT DEMO/TRAFFIC CONTROL/ASPHALT PAVING

**Asphalt Demo and Haul Off - One Day @ \$6,000.00/Day.**

**2"19mm Superpave with Lime - 5 Tons @ \$245.00/Ton.**

**2" 12.5mm Superpave with Lime and Tack Coat - 5 Tons @ \$250.00/Ton.**

**Temporary Traffic Control - One Day @ \$2,000.00/Day.**

**Restripe Road - Lump Sum - \$500.00.**

**Total Estimated Price For The Above - \$10,975.00**

 **NOTE - Area to Remove and Replace (20' x21')**

*Engineer x Road Inspector*

 **TRAFFIC CONTROL FOR DEMO AND PAVING IS INCLUDED.**

 **TRAFFIC CONTROL FOR STRIPING IS INCLUDED.**

Quote includes 1 move-in for Demo crew and 1 move-in for asphalt crew. Additional move-ins @ \$6,000.00 per crew. Any grading in excess of .1ft.+/- or correction required under other sections of the job specifications (otherwise specified) will be done at extra cost for any equipment and labor (including applicable insurance and payroll taxes) required. Sunbelt Asphalt will not be responsible for locates, underground utilities or any other conditions beyond our control. Design grade shall be a minimum of 1% to insure drainage and a maximum of 12% to prevent slippage. Engineering, staking, testing, saw cut, class b concrete and bond are excluded from this proposal.

All work will be guaranteed against failure for a period of one year from completion, excluding loads in excess of the specified load limit, cracks, which will reappear eventually due to fluctuations in climate, or failure resulting from work performed by others.



Above paving prices are tied to the GDOT Asphalt Index as published @ [www.dot.ga.gov/PS/Materials/AsphaltFuel Index](http://www.dot.ga.gov/PS/Materials/AsphaltFuelIndex). For every \$10 change in the index, prices will go up or down accordingly at a rate of 2 1/2 cents/sy/inch. Actual prices will be dictated and based on the month/index price the asphalt paving is actually installed. All quotes for the month of October 2023 will be based on an index price of \$609/Liquid Ton.



All of the above work will be completed in a substantial and workmanlike manner according to standard practices for the sum of Ten Thousand Nine Hundred Seventy Five Dollars and No Cents (\$10,975.00).

**MADE IN PROGRESS PAYMENTS WITH TERMS NO MORE THAN NET 30 DAYS.**

**Our employees are fully covered by Worker's Compensation and General Liability Insurance.**

If payment due under this contract is not paid according to the terms and conditions specified above, and we retain an attorney who is not employed by Sunbelt Asphalt, you agree to pay all attorney's fees and court costs and out of pocket expenses + 15% of the total non-collected past due amount.

Any alteration or deviation from the above specifications involving extra cost of material and or labor will be executed only upon written orders for same, and will become an extra charge over the sum mentioned in this contract. Paving quantities may vary from the original plans and therefore all quantities will be field measured at the time of completion and billed/credited accordingly. All agreements must be in writing. This proposal is good for Thirty(30) days from date of receipt, excluding asphalt material.

Authorized Signature:

**ACCEPTANCE**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: \_\_\_\_\_, 20\_\_\_\_\_

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

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



64 City Square  
RFP #1

To: Town of Hoschton

From: Atlanta Development Company LLC

Date: August 10, 2023

RE: RFP no 23-009 – Going from Grey To GREEN

We have a vision for a handmade pasta restaurant. The establishment would be orientated to establishing a brand and recognition for a unique product in the area with frozen and made to order take home options along with a in dining option. The concept with be complimentary with the coffee house in hours and try to incorporate the use of deck and side patio with regular light music and weekly events.

We would like to take current space and divide approx. in ½ with kitchen in back. Add a lift to the stairs. Add 3-6 windows. Build a contained kitchen unit to meet codes with refrigeration, and cooking space. Build service counter and have open kitchen window to showcase making pasta.

However, we need two key things to proceed.

- 1) An “as built” survey of current plumbing and specifications as to electric currently available.

We have had contractors and spent time trying to independently validate what was specified in plans and what is existing today. We have a good idea of electric – which was less than on plans. But plumbing there is not any way to know what we are working with to install and build kitchen. And items identified on plans don’t appear to match final work on this unit.

- 2) Whether town would consider a longer-term lease than 36 months? And/or multiple lease extension options. or a subsidy to build out the space.

As we can’t afford to spend 200,000 to 300,000 to complete the buildout without having long  
If we paid 20 PSF and got a few free months to build it out – our net monthly rent, comes out to over 10,000 per month or 57 PSF.

Sincerely

*Matt Ruppel*

CITY OF HOSCHTON  
REQUEST FOR PROPOSAL

RFP #2

RFP No. 23-009

PROPOSED LEASE AGREEMENT FOR HOSCHTON PROPERTY LOCATED AT 69 CITY SQUARE  
Proposal Certification

This form must be completed and signed for the proposal to be considered.

With my signature, I certify that I am authorized to commit my firm to the proposal and that the information herein is valid for 90 days from this date. I further certify that all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the Authority's request.

Proposal Delivery Address: **City of Hoschton  
61 City Square  
Hoschton, Georgia 30548**

Re: **RFP No. 23-009 Hoschton Property located at 69 CITY SQUARE Proposal**

Proposal Response:

Italian Restaurant.

Monthly Lease fee Proposed: \$15/sq ft or \$2,930

Lease Term Proposed if different from above: \_\_\_\_\_

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms, and conditions.

Signed, sealed, and delivered.

Sliced

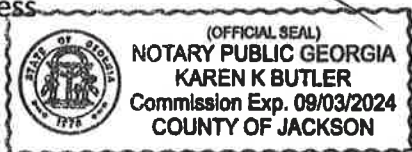
In the presence of:

\_\_\_\_\_  
(Name of Company)

By: Josh Tedder  
(Person authorized to sign binding contract)

Unofficial Witness

Title: Owner



Notary Public: Karen K Butler

Attest: \_\_\_\_\_  
(Officer of Company if Corporation)

Commission Expires: Sept 3, 2024

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

# ITALIAN RESTAURANT FOR 69 CITY SQ

## OVERVIEW

We are pleased to present to you our vision for the site at 69 City Sq. We will outline how we will build-out, and open in a timely fashion. We will also go into detail on what all will be required for opening a restaurant in that space for continued success and a long-lasting relationship.

- **Need #1: Who we are**
- **Need #2: Timeline for build out**
- **Need #3: Concept of the Restaurant**
- **Need #4: Lease expectations**

## OUR PROPOSAL

### **Need # 1:**

We are an experienced group of restaurateurs. Jeremy Green and Josh Tedder have been in the restaurant business for over 29 years. Josh has owned and operated 5 profitable restaurants over the last 12 years. He was a part of the build-out process of all 5, worked on the concepts to the end results as well as opening and operating the businesses. Jeremy Green has owned and operated 7 restaurants over the last 20 years, as well as he is a certified Chef. Jeremy was also a part of the build-out process and concepts of all 8 units. We currently own and operate Sliced located in Hoschton at 21 City Sq. We own and operate 2 other locations as well, one in Gainesville and one in Commerce, as well as a franchise of Sliced in Oakwood, GA. We believe that our experience in the



restaurant industry would serve the city and community well. Jeremy also owned a concept called Biba's Italian Restaurant in Gainesville and Braselton. He also created a concept called Grappa Grille and Pizzeria. So, we bring a lot of restaurant experience, but also specifically in the Italian genre. We have contacts in the industry as well to ensure the build-out is done in a timely and acceptable process to fit the needs of us as well as the city's vision. We have built out restaurants from empty shells, like 69 City Sq, to re-modeling existing businesses.

We believe that we would be a great addition to the Downtown Hoschton area. We have been in the Sliced location since 2016. Prior to us, the location we are in went through several different concepts and businesses. Our successful record should give the city and community a sense of encouragement that we will be here for the long term. We are committed to Hoschton and will be involved in all events, similar to what we have done in the past.

## **Need # 2:**

The timeline for the build-out of 69 City Sq will be as follows.

First, we will get plumbing, electrical and HVAC involved. We will need plumbing for the bathrooms, kitchen drains, kitchen sinks, hot water heater and any other water lines. We will also need the electrical for the space drawn out. HVAC will need to be involved to ensure that we have enough time and space for the duct work. Also, a hood system will need to be installed. We were informed that a grease trap is already in place, so that is one less thing needing to be done. This should be done in the first month of build out.

We would want a walk-in cooler installed out the back of the space as well. So, we would work with the electrical contractor as well as the general contractor to get plans for putting the walk-in out the back of the building. We would need to change the stairs in the back of the building. Upon the initial visit, it looks like we may need to take up one of the parking spots to move the stairs. If possible, it would be nice to replace the stairs with a ramp, for deliveries to take place in the back of the building, instead of the front. We know the city does not want delivery trucks taking up room in the front area of downtown. This should be done in the first 6 weeks of build out.

Once plumbing and electrical is in place, we will start with the flooring for the space. The kitchen will require a tile floor with drains. The bathrooms as well. The dining area will be stained concrete. This will be done in the second month of build out.

Once the flooring is done, then we can get the walls in place. This is when hopefully the site starts to take shape. We plan on having an open-kitchen concept. Kitchen in the back of the space, opening up to the dining area. This would be done in the second and third month of build out.

Once the flooring and walls are complete, we can start putting equipment and furniture in place. We would be purchasing this during the build-out process.

Last thing to get done would be any and all other vendors, like Coca-Cola to come in and get their equipment set up.

3 months for build out would be tight, but it is possible.

**Need # 3:**

The concept of the restaurant would be a full-service Italian restaurant. Open 7 days a week, from 11 AM to 10 PM. We would have a small bar with seating, and servers. We would offer lunch and dinner with weekend dinner specials, Steaks, fish, etc... As an Italian restaurant, we would specialize in traditional Italian dishes, but we would offer unique and fresh menu items as well as lunch specials (smaller portions for less prices). We are a quality-conscious group, so we make everything in-house. We anticipate offering our patrons food as well as a fine selection of beer and particularly wine. We can provide a menu if need be.

**Need # 4:**

The lease expectations that are offered by the city are agreeable. We typically work within a 10-year lease broken up into two 5-year terms. After the first 5 years are up, we would want the option to extend for another 5 years. 2,344 sq ft is the size of the space. We would like to be in the \$15 per square foot price. That would be approximately \$2,930 per month. We would agree to that pricing structure with allowable increases in yearly increments. The City has offered 3 months of free rent, but we would require 6 months. We would also ask for one month rent as a deposit. To ensure we are successful, we would need the time to build out the space, but also a cushion of time to open and get the business venture launched. While we are confident in opening in a timely manner, unforeseen circumstances outside of our control can hamper that timeline.

Lastly, we would require one of two options during the buildout. Since this is a leasing option for us. We would ask the city to install the HVAC system, plumbing, the electrical work and the Walk-In cooler, since these are all permanent fixtures. We estimate that this would roughly cost around \$100,000. We can contract this out and have it approved by the city to pay. This option could potentially take more time. The other option would be to give the tenant the funds to spend on build-out.

We would not own the HVAC equipment, plumbing and electrical upon leaving or the end of the lease, so that is why we would request these types of build-out requirements. Of course, during the lease, we would maintain all of these.

Not sure of how fast the city will agree to this, but if completed in August, and assuming we take over the site in September of 2023, we could be open January or February of 2024.

Description	Start Date	End Date	Duration
Project Start	10/1/2023	12/31/2023	3 months
Plumbing and Electrical	10/1/2023	9/30/2023	1 month
Walk-in Cooler	10/1/2023	9/30/2023	1 month
Flooring	11/1/2023	10/31/2023	1 month
Walls	11/15/2023	12/15/2023	1 month
Equipment, décor	12/1/2023	12/20/2023	3 weeks
Training, CO, Health Score	12/20/2023	12/31/2023	2 weeks
Opening	1/5/2023		

## PRICING

The following are approximate costs of the build out of the space

Services Cost Category #1	Price
Plumbing	\$20,000
HVAC	\$20,000
Electrical	\$20,000
Hood System and Walk-In Cooler	\$40,000
<b>Services Cost after primary Build-Out (paid by tenant)</b>	<b>\$100,000</b>
Flooring	\$20,000
Walls, doors, windows	\$35,000
Equipment, furnishings, décor and lighting	\$120,000
Licensing, Fees, deposit for Gas and Electricity	\$15,000
Training and marketing	\$10,000

Total Services after primary Build-Out (paid by tenant)	\$200,000
<b>Total</b>	<b>\$300,000</b>

**Disclaimer:** The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

## PRICING SUMMARY

The pricing table above is not all-inclusive. There are many other expenses that the tenant will incur, including but not limited to marketing, training, equipment, deposits and many other unforeseen miscellaneous costs. We expect this project to cost well over \$350,000.

## CONCLUSION

We look forward to working with the City of Hoschton and supporting this growing community. As you can see, we are an experienced group that can deliver a quality product and experience in the downtown area to your residents and visitors. We believe we opened our other location and were a part of the draw to the downtown area and we hope to deliver that once again in the location at 69 City Square.

If you have questions on this proposal, feel free to contact Josh or Jeremy at your convenience by email at [jted78@yahoo.com](mailto:jted78@yahoo.com) or [bibas.jeremy@gmail.com](mailto:bibas.jeremy@gmail.com) or by phone at (770) 262-5648. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Josh Tedder Owner