

CITY OF HOSCHTON
CITY COUNCIL
THURSDAY, JUNE 13, 2024 AT 6:00PM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



WORK SESSION
AGENDA

CALL TO ORDER

AGENDA APPROVAL

REPORTS BY MAYOR, COUNCIL, AND STAFF

NEW BUSINESS

1. FY 2023 Audit Presentation
2. Resolution 2024-28: Amendment of American Relief Fund Budget FY 2023
3. Resolution 2024-29: Amendment of SPLOST Budget FY 2023
4. Amendment to preliminary plat condition #4--WJMP, LLC (West Jefferson townhomes)
5. Resolution 2024-31: Dedication of Streets--Crystal Lake Parkway and Burton Drive
6. Consideration to reinstate changing Preliminary Plat Process change from 35 days to 60 days.
7. Preliminary Plat for Towne Center Marketplace (i.e. Kroger Assemblage)
8. Resolution 2024-24: Intergovernmental Agreement with Jackson County Regarding Special Purpose Local Option Sales Tax (TSPLOST)
9. Hoschton Exit Sign on I-85
10. Resolution 2024-32: W. Broad St. Road Paving
11. Resolution 2024-25: Water First Rebate Program
12. Resolution 2024-33: Updating and Revising the City's Fire Suppression Connection Fees
13. Resolution 2024-26: GEFA Loan Agreement #CW2022013
14. Resolution 2024-27: GEFA Loan Agreement #CW2024006
15. Resolution 2024-22: Personnel Policy Amendment—Bereavement Leave
16. Resolution 2024-23: Personnel Policy Amendment—Defining "Immediate Family Member"

CITIZEN INPUT

EXECUTIVE SESSION (IF NEEDED)

ADJOURN

Announcements:

June 22nd @ 6:00pm: Planning & Zoning Commission Meeting
June 27th @ 6:30pm: Community Conversations: Open Forum Q&A
July 8th @ 6:00pm: Downtown Development Authority Meeting
July 9th @ 9:00am: Downtown Development Authority Retreat

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy, and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

**CITY OF HOSCHTON
RULES OF DECORUM**

The purpose of the Rules of Decorum is to foster an atmosphere of civil and courteous discourse, even and especially when discussing contentious topics, at all meetings held by the City of Hoschton.

a. Rules applicable to the public

1. Each speaker will be given 5 minutes during public comment.
2. Each speaker will direct his or her comments to the Mayor or presiding officers and not to any other individual present.
3. Each speaker will refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
4. Each speaker will speak only to the agenda item under consideration. This does not apply during the Public Comment agenda item.
5. Members of the audience will respect the rights of others and will not create noise or other disturbances that will disrupt the meeting.

b. Rules for Mayor and Members of Council, Committees, Boards, or Commissions

1. Members will conduct themselves in a professional and respectful manner at all meetings.

MONTHLY REPORTS

City Manager Report

May 2024

- City Manager, Mayor, Assistant City Clerk and Councilmember Dave Brown met with Jackson County and all Jackson County municipalities to discuss monthly round table feedback in our county.
- City Manager met with GDOT to determine specifics with speed limit, golf cart routes and future planning.
- The City Manager, City Engineering and supportive staff met on behalf of the CDBG Grant for the future project of Panther Court.
- The city Manager and Mayor attended a public meeting with GHMPO in Gainesville to learn more about future projects including transportation plan for Hoschton.
- The City of Hoschton was thrilled to have DCA (Department of Community Service) with us to tour one of our historic buildings that we now call “The Garden” at 29 West Broad Street.
- The City Planner and City Manager met with developers on several upcoming projects that have been zoned for commercial development and residential development.
- The City Manager conducted a Staff Meeting with all departments.
- City Manager and Finance Director attended a ARC Grant Workshop
- City Manager & Stormwater Director are working on a project to have all stormwater ponds cleaned and maintained.
- City Manager is working on a master plan with all City projects status and timeline.
- A bid was conducted to have contractor recommendation for paving of west broad street. This will take place Summer of 2024.
- New opportunities have been given to the city to obtain more LMIG (Local Maintenance & Improvement Grant) from GDOT. We plan to use this money to re-strip necessary roads in city.
- City Staff are working on our WaterFirst Program.
- City Staff are working on obtaining quotes to correct issues with cabin drive sidewalks. We hope to have this completed within 30 days.
- The Basketball Court on Cabin Drive is now complete and ready for our citizens to enjoy!
- The erosion issue on the corner of 332 and New Street has been repaired and is completed.

Respectfully Submitted,

Jennifer Harrison

2024 Budget Projects

City Project	Est. Cost	Grant	Est. Completion	Project Fund
Mulberry Park (153 Mulberry)	\$1.5 Mil	\$500,000 LWCF	Winter 2026	General
WWTP Phase 2 .5 to .95 MGD	\$25 Mil	\$2.2 Million SLFRF Grant	Fall 2025	Sewer
Water Booster Pump	\$720,000	\$440,000 SLFRF Grant	Winter 2024	Water
WWTP Phase 3 .95 to 2.0 MDG	\$8 Mil	No	Winter 2028	Sewer
Main Water Line Upgrade Phase 1B	\$948,431.00 (Under Budget)	No	Spring 2025	Water
South Water Tank	3,015,906.00 (Under Budget)	\$1 Million ARC	Winter 2025	Water
Broad Street Paving	\$314,845.00	\$45,312.19 LMIG	Summer 2024	General
Public Works Building	\$812,784.50	No	Winter 2024	General
Panther Court	\$1.2 Mil	\$600,000 CDBG	Winter 2024	Sewer
Parking Deck	TBD	TBD	TBD	General

Building Department Activity Report for May 2024

- ❖ Permit activity
 - 67 Total permits issued
 - 60 were for new single family residences
- ❖ Inspection Activity
 - 756 inspections were completed
 - Approximately 82% passed
- ❖ Commercial Projects
 - Publix is progressing, they still play for a late fall opening
 - Kroger has submitted permits
 - Two smaller commercial buildouts
 - One on E Jefferson and one on Jackson Trail
- ❖ Code Enforcement Activity
 - Neighbors in Deer Creek Farms
 - Each filed a complaint against the other
 - One for the state of the neighbor's porch
 - The other for neighbor's flood lights shining through windows and cars stored on the property visible from neighboring property.
 - One in Cresswind
 - Citizen inquired about erosion in his yard.
- ❖ Looking Ahead
 - Kroger has submitted permits and I've reviewed their plans, but until their plat process is complete, I will not issue building permits

**CITY OF HOSCHTON, GA
CONSULTING CITY PLANNER'S REPORT
ACTIVE, ONGOING AND FUTURE TASKS
June 5, 2024**

Category	Description of Task	Status	Notes
Annexation/ zoning	Sell and Swafford Tracts (Providence Group – Addition to Aberdeen)	Received	Process for July
Development Permit App.	Hoschton Animal Hospital	Received 4/15/24; distributed 4/23/24	Planning 1 st Review 5/06/24
Development Permit App.	Cresswind at Twin Lakes Phases 6 & 8 341 lots on 180.06 acres (111.53 disturbed)	Planning 1 st review complete 4/20/24	
Development Permit App.	Heartland Dental	Planning 1 st review complete 3/25/24	Resubmission received 5/29/24
Development Permit App.	Cresswind Phase 7	Planning 1 st review complete 4/24/24	
Development Permit App.	West Jefferson Tract Land Development (Revision #1 to approved LDP)	Approved and signed 5/15/24 Land Disturbance only	May 15, 2024
Development Permit App.	West Jefferson Tract (development permit)	Received and distributed 5/15/24	
Development Permit App.	West Jefferson Tract Pump Station and Force Main	Approval pending	5/15/24
Development Permit App.	Henry Street Townhomes (24 fee simple townhouses)	2 nd Submission 3-6- 24	Hold per City engineer 5/14/24
Development Permit App.	Kroger (Towne Center Marketplace) development plans	LDP provisionally conditionally issued	May 29, 2024
Development Permit App.	Cresswind Lower Lake Dam Restoration	Approved by SWCC 4-15-24; LDP issued 4-23-24	April 23, 2024
Preliminary Plat	Tribute (Rocklyn Homes PUD) (1,051 units)	Approved conditional	May 21, 2024
Preliminary Plat	“Aberdeen” (Formerly East Jefferson Tract) Providence Group (334 units)	Approved conditional	May 21, 2024; signed 6/5/24
Preliminary Plat	Kroger (Towne Center Marketplace)	Scheduled City Council	June 18, 2024
Final Plat Major	Cresswind Phase 5	Approved conditional	May 21, 2024
Final Plat Minor	Swafford lot split (part unincorporated)	Withdrawn	
Final Plat Minor	Sell (administrative)	Approved and released for recording	5/015/24
Ordinances	Recodify zoning and subdivision ordinance to include adopted amendment (TA 2024-01 + subdivision ordinance amendment	Adopted	Pending
Ordinances	TA 2024-02 Zoning ordinance amendment (PUD zoning district)	Planning Commission approved 5/22/24	June City Council
Ordinances	TA 2024-03 Zoning ordinance amendment (MU zoning district)	Planning Commission approved 5/22/24	June City Council
Ordinances	TA 2024-04 Zoning Ordinance amendment (reversion of approval)	Planning Commission approved 5/22/24	June City Council

Consulting City Planner's Report, 06/05/24

Category	Description of Task	Status	Notes
Administration	Intergovernmental agreement with Jackson County for collection of county development impact fees (Z-23-03)	City manager initiated contact w/ county manager	No deadline established
Special Projects	10-year Study (Budget Projection based on Development Buildout)	Underway: Target June 2024 completion	
Special Projects	Planning Commission Training	June 26, 2024 (1 st)	
Special Projects	Annual update of Capital Improvements Element and Community Work Program of Comprehensive Plan	Planning Commission approved 5/22/24 Adoption by October 31 st	June City Council
Special Projects	Amendment to comprehensive plan to update February 2021 future land use plan	Planning Commission approved 5/22/24 Adoption by October 31 st	June City Council
Special Projects	5-Year update of comprehensive plan (requires steering committee)	Begin Nov. or Dec. 2024	October 2025 deadline

June 5, 2024

Police Department Report 05/31/2024

- 1. Reports and Citations-** The Police Department generated right at 1100 incident numbers since Jan. 1 and wrote 41 citations in the month of May.
- 2. Court-** We will have court again on June 20th at City Hall.
- 3. Employees-** We have hired David Emerson as a Police Officer. He previously worked at Commerce PD and has three years of experience and a military background.
- 4. Mobile Computer Update-** The contract for the mobile service has been submitted to the company and they should be working on building our mobile service now. All employees have completed the required GCIC training to run GCIC (tags and license) via a computer in the car.
- 5. GCIC-** Sheryl had a “mock audit” from GCIC and they got us up to date on what we need to have our own GCIC terminal to run criminal histories and enter our warrants which is currently done by 911 dispatch.
- 6. Equipment-** I have purchased Streamlight rechargeable flashlights for the guys that work evening shift. They were installed in both vehicles.

PW Department Activity Report-May 2024

- A. Week 1 (4.29.24)
 - a. Cut Josh Pirkle, Mulberry Area, White Street
 - b. Brush cut
 - c. Set-up for council meeting
 - d. Built chairs for council
 - e. Cut White Street well
 - f. Trim limbs back at cemetery
 - g. Cleaned up basement
 - h. Changed oil in 2 S/W trucks
 - i. Removed Christmas tree from Larry's
 - j. Changed oil in mule
 - k. Removed signage from middle unit
 - l. Weekly trash pick-up-City Hall/City Square
 - m. Weekly set-up at community center
 - n. Weekly check of all streets signs for damage and maintenance
 - o. Weekly check for illegal R-O-W signs
- B. Week 2 (5.6.24)
 - a. Loaded Christmas lights into container
 - b. Trimmed back limbs in deer creek subdivision
 - c. Moved speed limit sign to Caddo
 - d. Took mule and golf cart to city hall
 - e. Cleaned CC room
 - f. Set-up for 4.7.24 council work session
 - g. Cleaned ROW in Deer Creek Sub
 - h. Cleaned sewer plant and shop
 - i. Repaired 260 gravelly broken pulley
 - j. Weekly trash pick-up-City Hall/City Square
 - k. Weekly set-up at community center
 - l. Weekly check of all streets signs for damage and maintenance
 - m. Weekly check for illegal R-O-W signs
- C. Week 3 (5.13.24)
 - a. Set up for DDA
 - b. Build shelf for city hall
 - c. Measured additional sidewalk repair areas
 - d. Cleaned out electrical room in the plant
 - e. Moved compressor and air lines
 - f. Moved records to records room
 - g. Cut grass
 - h. Assisted W/S with service tie in at storage
 - i. Seed and straw pearl industrial service tie in
 - j. Weekly Truck checks (Maintenance and tools)
 - k. Weekly trash pick-up-City Hall/City Square

- l. Weekly set-up at community center
- m. Weekly check of all streets signs for damage and maintenance
- n. Weekly check for illegal R-O-W signs
- D. Week 4 (5.20.24)
 - a. Set up for Staff meeting in CC
 - b. Cut putters and Larry's
 - c. Sprayed weed killer in town
 - d. Scraped and cut parking area
 - e. Weekly Truck checks (Maintenance and tools)
 - f. Weekly trash pick-up-City Hall/City Square
 - g. Weekly set-up at community center
 - h. Weekly check of all streets signs for damage and maintenance
 - i. Weekly check for illegal R-O-W signs
 - j. Removed trash along Peachtree road
 - k. Monthly Safety and MS4 staff meeting
- E. Week 4 (5.27.24)
 - a. Installed awning at coffee shop
 - b. Met with grading for PW Building
 - c. Patched pothole on Peachtree
 - d. Cleaned up buildings at mulberry house
 - e. Cut grass for Spring fling
 - f. Remove flags
 - g. Set up for bid opening
 - h.
 - i. Weekly Truck checks (Maintenance and tools)
 - j. Weekly trash pick-up-City Hall/City Square
 - k. Weekly set-up at community center
 - l. Weekly check of all streets signs for damage and maintenance
 - m. Weekly check for illegal R-O-W signs
 - n. Removed trash along Peachtree road
 - o. Monthly Safety and MS4 staff meeting



May 2024 Monthly Report

Water

- Daily water route check of connections, water tank and random sample sites
- Daily checks and operations of both city wells
- Daily water sampling
- Weekly well cleanings
- Monthly Meter high usage and non-read meter reading
- Pulled monthly Reporting EPD Samples
- Pulled monthly Bacteriological samples throughout water system.
- Replenished Chemicals at both Wells
- Daily utility locates, 482 water/sewer locates for the month of May.
- Recorded all daily, weekly, and monthly Data.
- Completed and Submitted Monthly Water Reports to EPD
- Installed 75 New Water Meters
- Pulled May's Microbiological Samples on Wednesday (7 samples), and delivered to the laboratory.
- Flushed all Random Sample sites throughout the water system
- Completed and submitted the Monthly Water System Reports to the EPD.
- Water Meter inventory
- Griffin Brothers came out and started removing trees on HWY 53 for water line project.
- Pulled required quarterly water samples for the EPD and shipped to the laboratory.
- Cleaned Work Trucks
- Process Worx came out and raised the SCADA antenna at White street Well to improve the communications link.
- Started training Dylan in the Water Dept.
- Met with Roland Weckenmann at 378 Deer Creek Trail about some drainage issues and trash/debris in the creek beside his house.

Assisted Skyline with finishing up installing water service for the Storage Facility on Pearl Ind.

Began training Dylan in the water dept.

Skyline began work installing the water service for the storage unit at Pearl Industrial Ave. Assisted

Griffin Bros. began laying new 12 inch water main down White Street starting at the West Broad street intersection.

Tested water system Pressure in Alma Farms in several areas

Patched asphalt on Pearl Industrial from pavement cut for water service installation

Coordinated and shut down water main on White street for Griffin brothers to perform water valve and line cut-in for new Water main.

Had Tacoma Truck serviced

Ordered the Tommy Gate for one of the Utility Trucks.

Met with builder on Bell Avenue about water and Sewer service connections for new houses.

Had Staff Luncheon/meeting.

Pulled water samples for quarterly EPD required testing and delivered the samples to EPD lab in Norcross.

Repaired Chlorine pumps at both wells

Met with Wildflower HOA about Creek cleanup on their property

Monthly Meter Re-reads

Delivered Chemicals to White Street Well.

Meeting With Cintas Uniform Company

Met with GA Safe Sidewalks about sidewalk repair on Cabin Drive

Located Water main at West Jefferson and HWY 53

Met with Grader for New PW Building

Wastewater

Daily Plant check of equipment and processes

Daily sampling and testing of plant Effluent

Daily Instrument calibrations

Daily lab equipment temperature checks

Weekly process control lab work

Weekly Automatic samplers turned on and checked

Pulled Weekly permit samples
Performed weekly permit Lab testing
Recorded all daily, weekly, and monthly Data
Performed Maintenance on Dewatering Belt Press
Performed Weekly and monthly Maintenance on Clarifiers
Performed Weekly Sewer pump station and generator check
Ran Belt Press weekly to remove excess solids in Plant
Weekly Washdown and cleaning of tanks, troughs, and filter
Daily utility locates, 482 water/sewer locates for the month of May.
Completed and Submitted Monthly Wastewater Report (DMR) to EPD
Southern Balance came out and performed yearly calibration on the wastewater lab scale.
Moved the air compressor at the shop and replumbed all air lines.
Norm With Flygt came out and look into controller issue at Cresswind Lift Station.
Fixed voltage regulator at Cresswind #1 Lift station.
Bushhugged the field at the Wastewater Plant.
Reached out to several vendors about getting a Soil Perc test performed for the new Public Works Facility Septic system.
Evaluated residence on Main Street to see if Water and sewer service was available in the area.
Monumental came out and started PM's on the pump stations.
Jeff Conley with Oliver electric came out and got a parts list together to repair the Pond Aerators at the Wastewater Plant.
EPS started Generator PM's
Plant walk thru with EMI and Reeves & Young about Plant upgrade

NEW BUSINESS

ITEM # /

FY 2023 Audit Presentation
(No Documents)

NEW BUSINESS

ITEM # 2

Resolution 2024-28: Amendment to
American Relief Fund Budget FY 2023

Presented with Audit

NEW BUSINESS

ITEM # 3

Resolution 2024-29: Amendment to
SPLOST Budget FY 2023

Presented with Audit

NEW BUSINESS

ITEM # 4

Amendment to preliminary plat condition #4--WJMP,
LLC (West Jefferson townhomes)



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

1225 Rucker Road, Alpharetta, Georgia 30004
Phone: (404) 502-7228 E-Mail: jweitz@bellsouth.net

Growth Management
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MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting Planner, City of Hoschton

DATE: June 4, 2024

RE: City Council June 13th Work Session Agenda Item: **Application for modification of condition #4 of preliminary plat approval for West Jefferson Townhouses**, G.P.'s Enterprises, Inc., owner. 193 fee-simple townhouse lots/units on 27 acres on the north side of West Jefferson Street (Map/Parcels 109/004S1, 120/004A, and 120/005A), zoned MFR Conditional per Ordinances Z-21-07 and Z-22-01 and Resolution V-21-12 (stream buffer) (*staff recommendation: approval*)

The project, known as West Jefferson Townhouses, received zoning approval by council in 2021 and 2022 and also received preliminary plat approval from the city in 2022. A land disturbance permit has been issued for the site, and it has been graded. An application for development permit is pending.

Consulting planner recommended and council approved a condition of preliminary plat approval requiring the owner/ subdivider to specify the components of the amenity area and receive City Council approval of them. That condition of preliminary plat approval calls for the applicant, prior to development permit issuance, to submit detailed plans and architectural elevations of the proposed amenities improvements for the subdivision for approval by City Council. Without compliance with this condition of preliminary plat approval, the development permit cannot be issued.

Notified of that issue, the applicant is requesting that the condition pertaining to submission to council of detailed plans and architectural elevations not be required until the building permit stage, so as to allow the development permit to proceed. Please see the attached letter from G.P.'s Enterprises.

The basis for the request, per the applicant's letter attached, is that the applicant is the land developer but will not be constructing the homes in the subdivision. The applicant would like the homebuilder to be responsible for this task, and a homebuilder has not yet been determined. Per the applicant, the homebuilder will be better able to determine the appropriate composition and nature of the amenities package for the subdivision.

Consulting planner recommends approval of the request. Approval of the request will simply defer the requirement to a later stage of the development and construction process.

Recommended Motion:

"I move to modify condition #4 of preliminary plat approval for West Jefferson Townhouses to read as follows:

The appropriateness of amenities for the development is subject to the approval of the City Council. The owner shall submit a more detailed conceptual site plan and architectural elevation drawings of building(s) in the amenities area for approval by the City Council prior to building permit approval."

Alternative Motion:

"I move to deny the applicant's request for modification of condition #4 of preliminary plat approval for West Jefferson Townhouses."

Attachments

WJMP, LLC
P.O. Box 906
Braselton, GA 30517

May 22, 2024

Jerry Weitz, PhD, FAICP, Consulting City Planner
City of Hoschton
61 City Square Hoschton, GA 30548

RE: Amendment to Conditions for West Jefferson Fee Simple Townhomes

Dear Dr. Weitz,

WJMP would like to request an amendment to conditions for preliminary plat approval adopted by the Hoschton City Council October 24, 2022.

The current condition requires that a detailed conceptual site plan and building elevations be provided prior to issuance of a development permit. WJMP will be developing the property as finished lots only, but will not be the builder. Typically a home builder will design a specific amenity package based on their assessment of things like location, demographics, and community size.

As a homebuilder will likely not be selected until development is well underway, it would be most appropriate for this approval to be required prior to issuance of a building permit to the home builder, rather than a development permit to the developer.

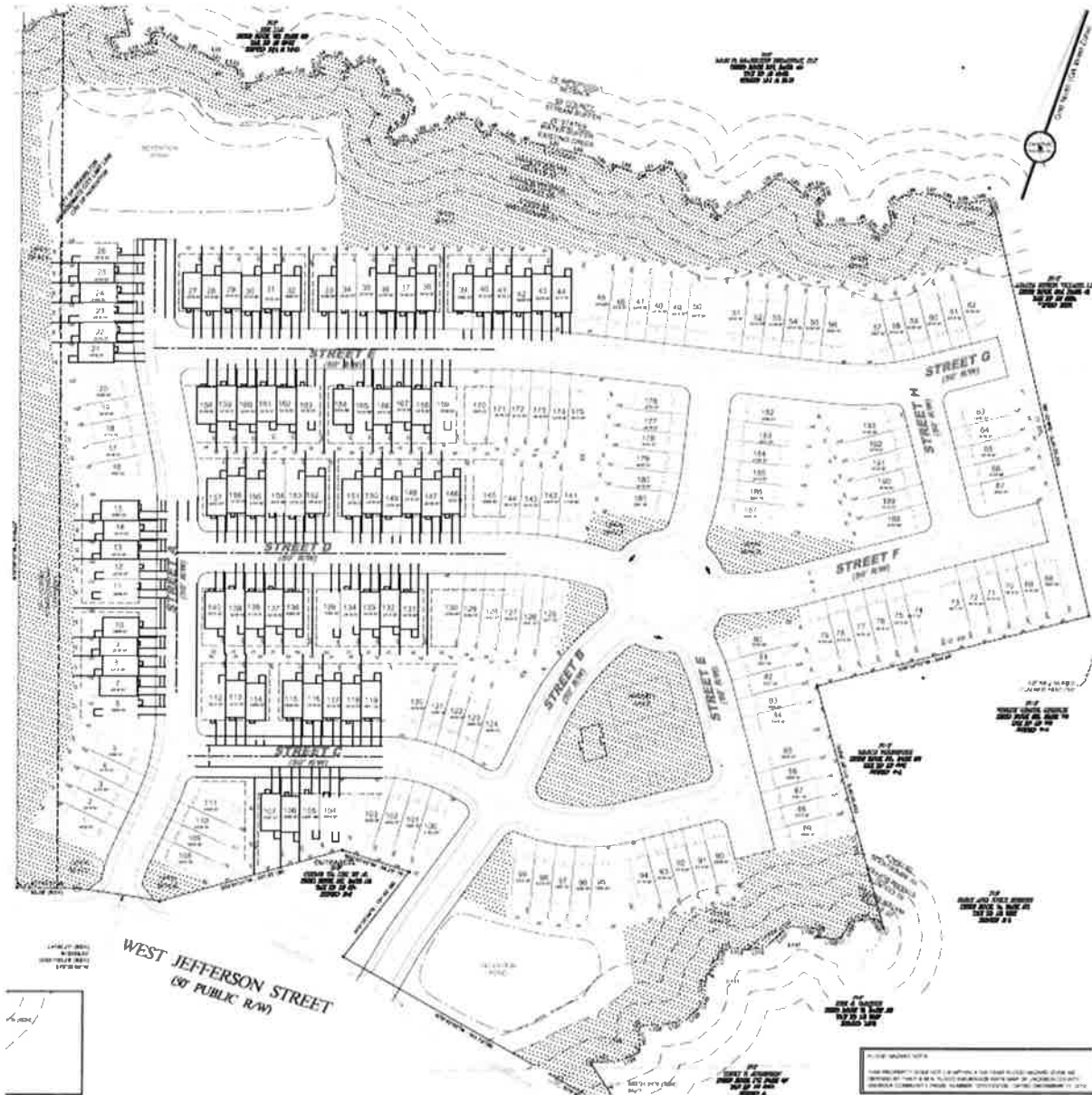
Specifically, we request to amend condition #4 as follows:

“The appropriateness of amenities for the development is subject to the approval of the City Council per conditions of zoning approval. The owner shall submit a more detailed conceptual site plan and architectural elevation drawings of building(s) in the amenities area for approval by the City Council prior to development permit building permit approval.”

Sincerely,


Aaron Frampton
WJMP, LLC

Modification of Condition #4 of Preliminary Plat Approval for West Jefferson Townhomes



Preliminary Plat Excerpt

C:\Users\Jerry Weltz\Documents\Consulting 2021 2-20-24\Hoschton 2021\Plats\West Jefferson Townhomes\Modification 2024\Memo Modification Preliminary Plat West Jefferson Townhomes 6-4-24.docx

NEW BUSINESS

ITEM # 5

Resolution 2024-31: Dedication of Crystal Lake
Parkway and Burton Drive

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 24-31

**A RESOLUTION ACCEPTING FROM KLP TWIN LAKES, LLC
THE DEDICATION OF 1.363 ACRES OF RIGHT OF WAY AND 1,134 LINEAR FEET
OF STREET NAMED CRYSTAL LAKE PARKWAY AND BURTON DRIVE (PART),
AUTHORIZING THE RECORDING OF A DEED, AND AUTHORIZING THE
RELEASE OF THE MAINTENANCE SURETY AND FOR OTHER PURPOSES**

WHEREAS, KLP Twin Lakes, LLC, is the owner and developer of property improved as Crystal Lake Parkway and part of Burton Drive; and

WHEREAS, a dedication plat of the roads proposed for acceptance by the city has been prepared and recorded; and

WHEREAS, the city's public works director has inspected the streets proposed to be dedicated and recommends that the city accept them; and

WHEREAS, the dedication of said streets is not final until the owner submits and the City Council accepts the dedication via a warranty deed; and

WHEREAS, the owner has prepared and submitted a warranty deed for purposes of conveying the streets and rights of ways to the city; and

WHEREAS, said street have a value of \$ _____ according to information provided by the owner/ subdivider;

Now, therefore, IT IS RESOLVED by the City Council of Hoschton as follows:

Section 1.

The City Council hereby accepts 1.363 acres of right of way and the 1,134 linear feet of roads named Crystal Lake Parkway and a Burton Drive (part), as shown on the dedication plat attached to this resolution as Exhibit A, as public rights of ways and streets.

Section 2.

The city attorney is authorized to record the warranty deed transferring ownership of the subject property to be dedicated to the city.

Section 3.

The city is authorized to release the maintenance guarantee on file relative to Crystal Lake Parkway and part of Burton Drive.

Resolution 24-__

SO RESOLVED this __ day of _____, 2024.

Debbie Martin, 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.

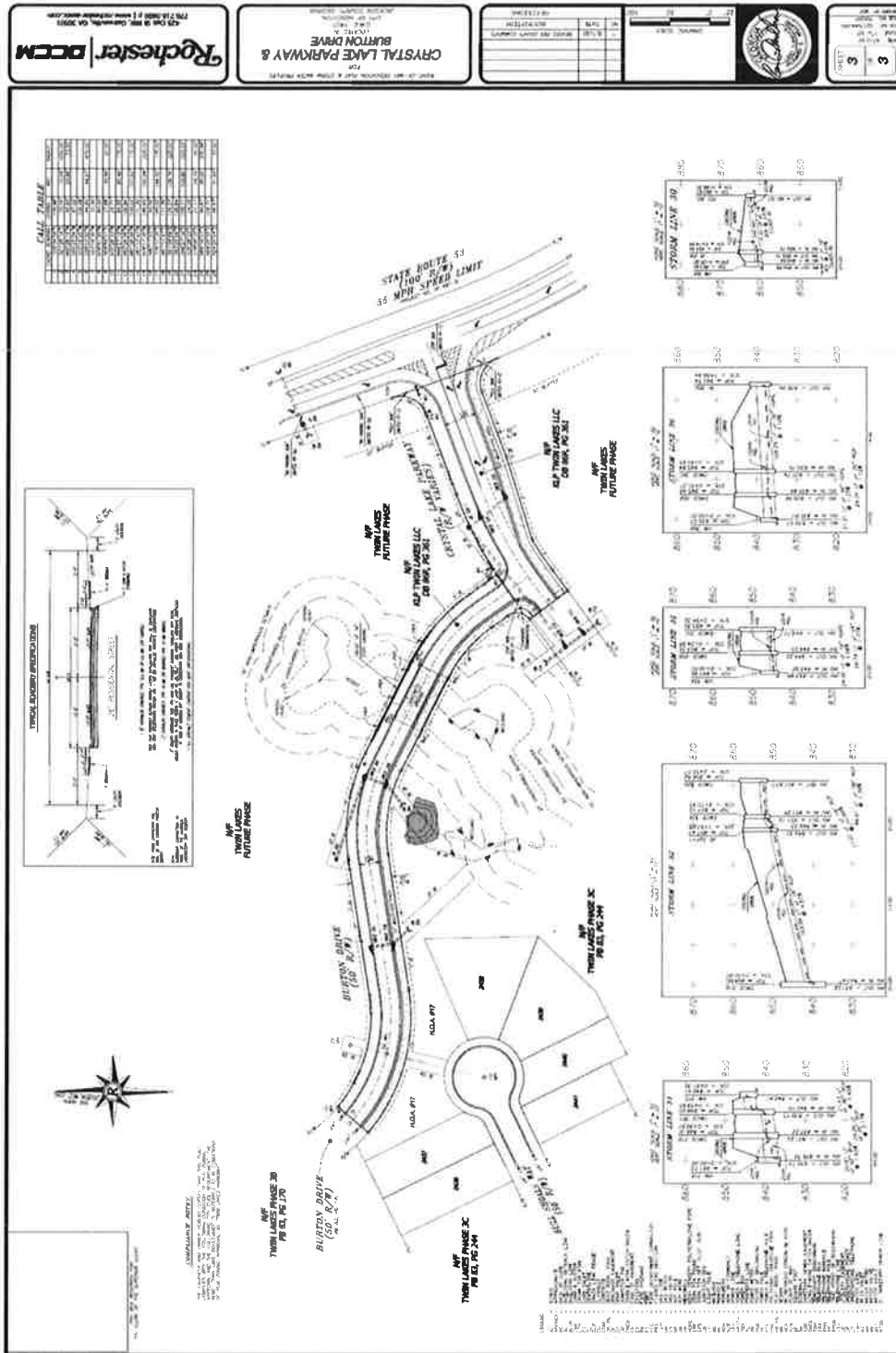
Approved as to form:

Abbott S. Hayes, Jr., City Attorney

Jen Williams, Assistant City Clerk

Exhibit A

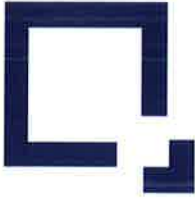
Plat of Dedication of Crystal Lake Parkway and Part of Burton Drive



NEW BUSINESS

ITEM # 6

Consideration to reinstate changing Preliminary
Plat Process change from 35 days to 60 days.



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

1225 Rucker Road, Alpharetta, Georgia 30004
Phone: (404) 502-7228 E-Mail: jweitz@bellsouth.net

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Expert Testimony
Zoning Administration

MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting Planner, City of Hoschton

DATE: June 4, 2024

RE: City Council June 13th Work Session Agenda Item: **Initiation of an Amendment to Section 409(d) of the Hoschton Subdivision and Land Development Ordinance to increase the time period for council consideration of a preliminary plat to more than 35 days**

Changes to codes such as the city's subdivision ordinance may be made, but it is customary practice for the City Council formally vote to initiate any such changes. Recently, in considering some complex preliminary plat applications, the City Council may have been constrained by a code provision (Sec. 409(d) of the subdivision ordinance) that requires City Council to act on an application for preliminary plat approval within 35 days it first considered the matter. More time for City Council to consider preliminary plats may be warranted. Accordingly, per Council direction this matter would authorize the initiation of an amendment to Sec. 409(d) of the Hoschton subdivision and land development ordinance to increase the number of days City Council has to act on a preliminary plat application.

(d) The Hoschton City Council shall approve, conditionally approve, or deny the preliminary plat application within thirty-five (35) calendar days from the date it first considers a preliminary plat application at one of its public meetings. The time limitation imposed in this Section shall be suspended when an applicant fails to attend the meeting at which his preliminary plat application is scheduled for consideration by the Hoschton City Council.

Suggested Motion:

"I move that the City Council initiate an amendment to the Hoschton Subdivision and Land Development Ordinance, Section 409, to increase the number of days City Council has to act on a preliminary plat application."

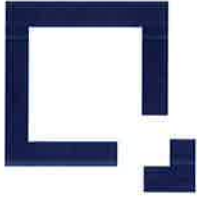
Alternative Motion:

None. No action is needed if council does not want to initiate the subject amendment.

NEW BUSINESS

ITEM # 7

Preliminary Plat for Towne Center Marketplace
(i.e. Kroger Assemblage)



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

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MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting City Planner

DATE: June 3, 2024

RE: **Preliminary Plat for Towne Center Marketplace** (i.e., Kroger assemblage): SEK Hoschton, LLC, by Tommy Saul and Robertson Loia Roof, applicant, SEK Hoschton, LLC, TNG Ironwood, LLC, and NIKE RDRE, LLC, property owners, seeks approval of 13 lots on 37.981 acres fronting on the north side of SR 53 and the east side of Towne Center Parkway (Map/Parcels 120/013K, 120/017C, H01/024D, 120/013J, H01/022, H01/023, H01/024A, H01/024 and H01/024B; includes a proposal to extend Peachtree Road as a new public street; C-2 (General Commercial/ Highway Oriented District) and C-3 Zoning per Ordinances Z-23-08, Z-23-09, Z-23-10, and Z-23-11 with conditional use permit per ordinance CU-24-01 for a big box retail store in a C-2 and C-3 zoning district to exceed 60,000 square feet) [*Consulting planner recommendation: approval*]

SUMMARY OF PRELIMINARY PLAT PROCESS

The Zoning Administrator is responsible for administering the review and approval process for preliminary subdivision plats (Sec. 405 subdivision ordinance). The consulting planner serves as the city's zoning administrator. The Hoschton City Council shall review and have decision making authority on applications for preliminary plat approval and final plat approval for major subdivisions (Sec. 303 subdivision ordinance). The subject request is a preliminary plat for a major subdivision (more than five lots), plus the project requires a preliminary plat because there is a proposed public street involved.

Preliminary plats now require review and recommendation by the planning commission per a recent amendment to the subdivision ordinance. However, this application was filed prior to establishment of a planning commission in the city. Therefore, the application was not required to be reviewed by the planning commission.

Agency review is a part of the process. In Hoschton, the only local review agents are the city engineer and the zoning administrator, although input from city public works and utilities staff is also possible. The fire district will also review plans for compliance with fire suppression access requirements. In the case of a subdivision abutting a state route, state and local regulations require opportunity for the Georgia Department of Transportation (GDOT) to review and comment on a subdivision plat. The applicant has coordinated closely with GDOT on the project

and has designed and acquired right of way for the improvement of the intersection of SR 53 and Peachtree Road.

The applicant initially filed for land disturbance and development permits before filing a preliminary plat. That review has been ongoing, and a land disturbance permit has been issued to allow for clearing and grading (but not development).

Upon completion of the agency review of a preliminary plat application, the Zoning Administrator shall schedule the application for the next regularly scheduled meeting of the Hoschton City Council and forward all pertinent materials in the application to the Hoschton City Council for review and action.

The applicant or his or her authorized representative shall attend the Hoschton City Council meeting at which preliminary plat approval is sought. The Hoschton City Council may elect to take no action on a preliminary plat application unless the subdivider or his or her authorized representative is present.

Meetings of the Hoschton City Council during which a preliminary plat is considered shall be open to the public, but the Hoschton City Council shall not be required to provide notice to adjacent or nearby property owners of the application and shall not be required to convene a public hearing on the matter. This shall not preclude the Hoschton City Council from recognizing and hearing from any member of the public, when in its judgment it may be advantageous to do so.

The Hoschton City Council shall approve, conditionally approve, or deny the preliminary plat application within thirty-five (35) calendar days from the date it first considers a preliminary plat application at one of its public meetings (Sec. 409 Subdivision Ordinance).

PROCESS REGARDING LAND THAT IS SHOWN AS “RESERVED” ON THE CORRIDOR MAP

The project is required to comply with Hoschton's Subdivision Regulations, Sec. 602., "Conformance to Adopted Major Thoroughfare, Official Corridor Map and Other Plans." "All roads, multi-use paths, and other features of the adopted comprehensive plan shall be shown as reserved land on preliminary plats, when required, and development plans by the subdivider or developer in the location and, if any, to the dimensions indicated in the transportation element of the comprehensive plan, official corridor map, or other transportation plan applicable in the city, as more specifically provided in Section 910 of this ordinance." (this applies to land development plans and preliminary plats). The areas shown on the official corridor map as "future road right of way" are "reserved land" and shall be shown as such on the preliminary plats and on development plans, and final plats (if applicable) in a manner consistent with this Sec. 910 subdivision and land development ordinance. A determination has been made by the zoning administrator that a public hearing called for by Sec. 910 of the subdivision and land development ordinance is not required, because the applicant has reserved all of the land shown on the corridor map within its ownership as a public road right of way and the road is to be constructed in accordance with city standards. It is only when development is proposed within reserved land that a public hearing is required by code.

CRITERIA FOR ACTION ON A PRELIMINARY PLAT

A reduced version of the preliminary plat is provided at the end of this report. In Hoschton, with respect to preliminary plats, the subdivision and land development ordinance is clear on what the criteria are for approval of a preliminary plat:

“The basis of the Hoschton City Council’s action on a preliminary plat shall be whether the preliminary plat meets the purposes and requirements of this Ordinance and other applicable laws and is consistent with the comprehensive plan” (Sec. 409(e) subdivision ordinance).

In order to fully evaluate these criteria, in this report the consulting planner cites provisions of the subdivision ordinance and comprehensive plan and makes findings.

EXISTING ZONING AND ZONING CONDITIONS

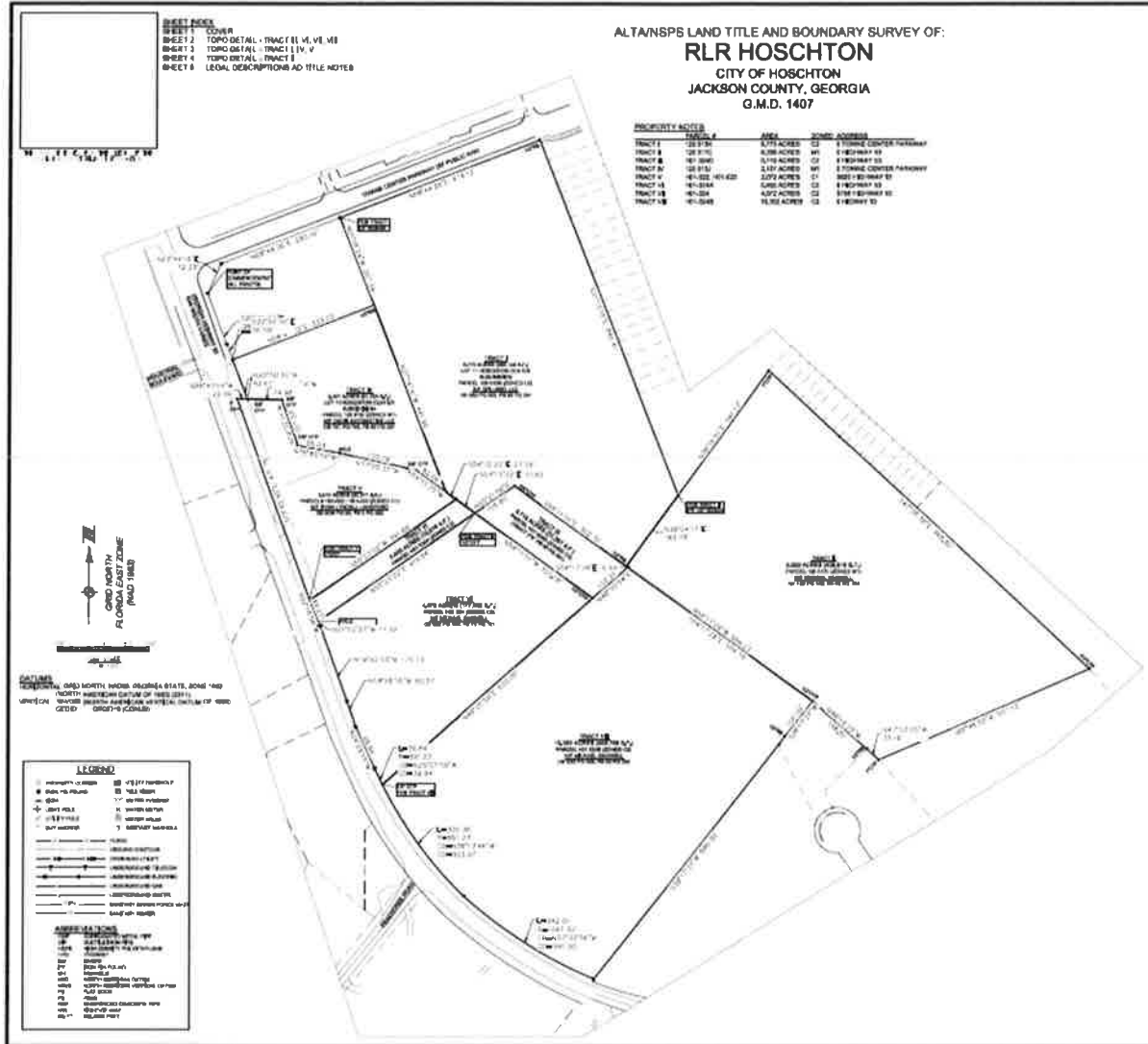
The assemblage is subject to several rezoning ordinances approved in October 2023, as shown in the agenda title, and conditions of approval of a conditional use permit. There are conditions of approval overlapping these parcels. The zoning and conditional use permit conditions of approval include, among other things, requirements to improve SR 53 (especially the intersection with Peachtree Road), pay for traffic signalization at Peachtree Road and SR 53 (including Peachtree Road extension), construct the Peachtree Road extension, install a multi-use path along the property frontage.

LOCATION AND PROPERTY DESCRIPTION

The subject property is an assemblage of multiple parcels with frontage on SR 53 at the current end of Peachtree Road and frontage on the east side of Towne Center Parkway (see survey below). Most of the property is vacant, and those parts that have been developed have a number of structures proposed to be demolished. Proposed demolition includes a historic residence that the city’s Historic Preservation Committee recommended that the developer retain.

The applicant proposes to develop the principal site (lot 1 containing 13.90 acres) for a Kroger grocery store and a Kroger fueling center on lot 6 (1.44 acres). Other uses are anticipated to be commercial in nature, but specific uses on other parcels have not been disclosed and are not currently known.

Preliminary Plat, Towne Center Marketplace (Kroger Assemblage)



ISSUES ASSOCIATED WITH THE PRELIMINARY PLAT

Additional right of way needed for Peachtree Road Extension. At this time, not all of the right of way needed for Peachtree Road Extension is provided on the plat or in development plans. The applicant does not control the parcel of land at the intersection of Towne Center Parkway and SR 53. There is a 44-foot-wide access and utility easement along the common property line of that parcel and the applicant’s property. The Peachtree Road extension is designed to go through the edge of this property within the easement, but the applicant does not currently own all of the right of way needed to be dedicated for the Peachtree Road Extension. The city approved a variance to a building setback applicable to this corner piece, lifting one of the potential objections of the owner to dedication of land, and in the hopes that that owner will voluntarily dedicate the remaining right of way needed. So far, the owner of the corner parcel has not agreed to dedicate the right of way. The owner/ applicant (Kroger) is attempting to acquire this site so that the additional right of way can be dedicated. If that additional parcel is acquired, it will be desirable to include that land in the preliminary plat as a subsequent amendment.

Vehicular and pedestrian connections to Jopena Boulevard. Prior to submission of development plans, planning consultant proposed another public road project, the extension of Jopena Boulevard, through the site. That proposal was made a part of the “corridor map” proposed at the time but was removed from further consideration based on the applicant’s concern that it would not work with the intended grading plan for the Kroger building site. Currently, the lot proposed behind the Kroger building is proposed to have frontage along a minimal (30-foot-wide) strip of land going out to Towne Center Parkway. This meets minimum code requirements but is not optimal. Planning consultant has proposed that the applicant try to acquire additional land along Jopena Boulevard to provide additional/ improved access to the lot proposed behind the Kroger store (current use not specified at this time). The applicant is reportedly in discussions with the current property owner about the prospect of acquiring that site to provide better frontage and access to Lot 2. Doing so might even allow for a driveway around the rear of Kroger that could ultimately connect Jopena Boulevard with Peachtree Road Extension. If the applicant acquires additional land, it will be desirable to include that in the preliminary plat as a subsequent amendment.

Pedestrian access to townhouses. Consulting planner encouraged the applicant to provide pedestrian access to the Cambridge at Towne Center townhouse project to the north, and the applicant has reportedly arranged to provide pedestrian access to and from the grocery store to the townhouse project.

Interparcel vehicle and pedestrian access to Hoschton Exchange LLC property. Where opportunities for shared access have been identified by the Zoning Administrator, developments must provide shared access with adjoining properties to facilitate frontage roads and/or driveway connections between parcels. The property owner shall grant an access easement to facilitate the movement of motor vehicles and pedestrians from site to site.” The provision of vehicular and pedestrian access to property fronting on SR 53 to the southeast (Hoschton Exchange LLC) has been considered, but interparcel access to that site is also constrained by topography and may not be essential given the intended use of the abutting site as a medical office building. Therefore, it has not been made a requirement.

Small size of outparcels (proposed lots 4 and 5). There is no minimum lot size required for commercial zoning districts. Most of the proposed lots are of sufficient size, but there are two lots at the entrance that are much smaller than one acre, and consulting planner has raised concerns and has been in discussion with the applicant about that issue. The primary concern is that the lots will wind up being too small to develop without building setback variances or other regulatory relief. Consulting planner suggested making these lots larger by shifting the property lines further to the west. At this time, the applicant has indicated it does not propose any revision to lots 4 and 5 but that they are likely to wind up combining the two lots and that variances for building setbacks will not be requested.

Electric vehicle charging stations. A condition of zoning approval recommended but did not require the applicant to provide two electric vehicle charging stations. Though not required, these are still recommended.

Shopping center covenants. Subdivisions that are subject to covenants, conditions and restrictions are required to submit proposed restrictions to the city for consideration. The preliminary plat has been designed with three large stormwater ponds to the east of the subdivision boundary. These will serve all lots in the subdivision. There will need to be shared responsibilities for maintenance of the stormwater ponds. It is recommended that the applicant

share drafts of shopping center covenants for review and comment. Though city approval is not necessarily required, these provisions can govern architecture, signage, stormwater management, shared parking arrangements, inter-parcel access easements, and other considerations that ultimately have a bearing on regulatory compliance. A review can ascertain whether such conflicts or potential conflicts occur.

Pedestrian access within Kroger parking lot. There is no clear path for pedestrians from outlots 1 and 2 to the Kroger building entrance. There should be a direct path delineated and reserved for pedestrians through the parking lot.

Combination plat. At some point to be determined, a consolidation or combination plan should be prepared.

FINDINGS REGARDING CONSISTENCY WITH COMPREHENSIVE PLAN

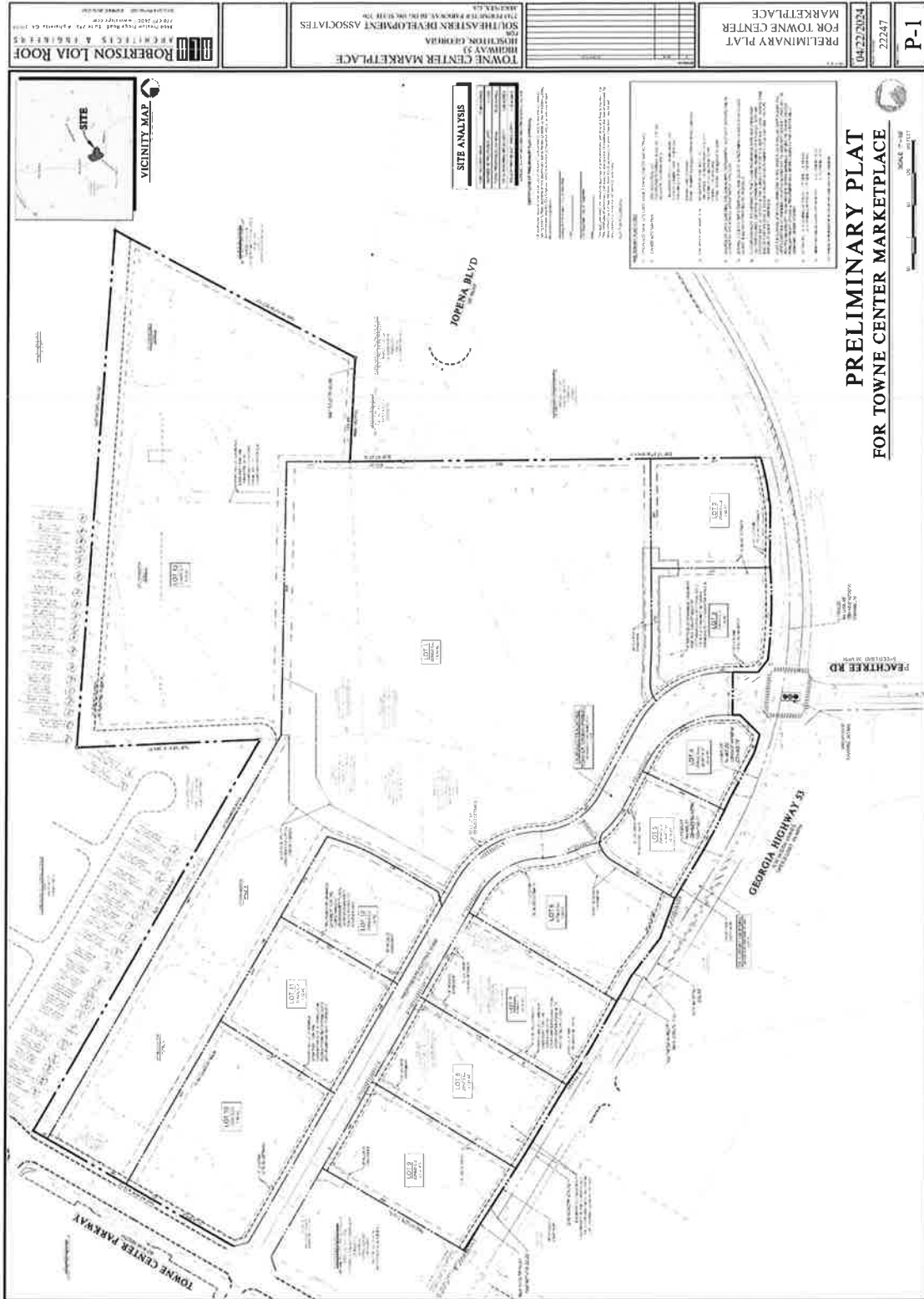
As already noted, the decision to approve a preliminary plat is based in part on an analysis of consistency with the comprehensive plan. Listed below are consulting planner's findings with regard to the preliminary plat's consistency with the comprehensive plan:

1. The subject development is an outstanding opportunity for the city to expand the city's economic base and increase employment opportunities, consistent with applicable plan policies.
2. The proposed Peachtree Road extension, incorporated into the preliminary plat, is consistent with the city's adopted corridor map and also consistent with the following policy for road connectivity: "new roadways except low volume, local residential subdivision streets, should connect at both termini with the existing road network."
3. The subject property once developed as a grocery store, fuel center, and commercial outlots, will increase traffic along SR 53. However, the nature of commercial uses is such that they will rely in significant part on passer-by traffic, as opposed to creating all new vehicle trips. The commercial outlots, as proposed, will be accessed by a parallel (frontage) road (i.e., Peachtree Road Extension) connecting the rest of the property assemblage to Towne Center Parkway and SR 53 at Peachtree Road. Via prior submission of a traffic study, with conditions of zoning approval pertaining to road improvements along SR 53, and via review by the Georgia Department of Transportation, the proposed project will adequately address access management principles and will not pose an undue burden on the transportation network. Conditions of zoning approval will ensure appropriate improvements with regard to access onto SR 53 and frontage road construction.

RECOMMENDATION

Approval

Preliminary Plat, Towne Center Marketplace (Kroger Assemblage)



Preliminary Plat

NEW BUSINESS

ITEM # 8

IGA with Jackson County regarding
TSPLOST

RESOLUTION 2024-24

TSPLOST INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Georgia General Assembly through Chapter 8 of Title 48 of the Official Code of Georgia, authorizes the imposition of a single county Transportation Special Purpose Local Option Sales and Use Tax (TSPLOST) to fund authorized transportation purposes for the use and benefit of Jackson County and qualified Municipalities within Jackson County, including the City of Hoschton; and

WHEREAS, in accordance with O.C.G.A. § 48-8-262(a)(1), Jackson County and its Municipalities have determined that the majority of counties in the region have not proposed a referendum on a regional special district transportation sales and use tax; and

WHEREAS, the governing authorities of Jackson County and the Municipalities within Jackson County met together on May 6, 2024, to discuss possible projects and purposes for inclusion in the Transportation Special Purpose Local Option Sales and Use Tax referendum in conformity with the requirements of O.C.G.A. § 48-8-262(a)(2); and

WHEREAS, Jackson County and the Municipalities within Jackson County desire to execute an Intergovernmental Agreement in order to place before the voters of Jackson County the question whether a Transportation Special Purpose Local Option Sales and Use Tax should be utilized as a tool to help manage transportation challenges.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Hoschton does hereby approve the Intergovernmental Agreement relating to TSPLOST, which is attached hereto as Exhibit "A," and authorizes the Mayor, City Manager, and City Attorney to execute an agreement in substantially the same form as that Agreement attached hereto as Exhibit "A" on behalf of the City of Hoschton, Georgia, as well as any and all such other documents as may be necessary to effectuate the provisions of said Agreement.

Adopted this 18th day of June, 2024.

Debbie Martin, Mayor

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

ATTEST:

City Clerk
4871-1820-5635, v. 2

**INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY,
GEORGIA, THE CITIES OF ARCADE, COMMERCE, HOSCHTON,
JEFFERSON, MAYSVILLE, NICHOLSON, PENDERGRASS AND TALMO, AND THE
TOWN OF BRASELTON FOR THE JACKSON COUNTY 2024 TRANSPORTATION
SPECIAL PURPOSE LOCAL OPTION SALES TAX**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is entered into, effective as of this ____ day of _____, 2024, by and between JACKSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), the cities of ARCADE, COMMERCE, HOSCHTON, JEFFERSON, MAYSVILLE, NICHOLSON, PENDERGRASS and TALMO, municipalities of the State of Georgia located in the County (hereinafter individually referred to as the “City” and collectively referred to as the “Cities”), and the Town of Braselton, a municipality of the State of Georgia located in the County (hereinafter the “Town”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes the entry of intergovernmental agreements by counties and municipalities for the provision of services, activities, and facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, O.C.G.A. § 48-8-260, *et seq.* (hereinafter the “Act”), authorizes the levy of a one percent Transportation Special Purpose Local Option Sales Tax (hereinafter “TSPLOST”) within the special district which is coterminous with the boundaries of the County (hereinafter “Special District”) upon the approval of the voters therein;

WHEREAS, the Cities and the Town constitute all of the qualified municipalities located within the Special District;

WHEREAS, the County is not located within a special district levying a special sales and use tax pursuant to Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not located in a region of the State wherein a referendum on a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia has been proposed, as defined by O.C.G.A. 48-8-262(a)(1);

WHEREAS, a tax is currently being levied and collected in the County pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not a Metropolitan County Special District as defined in and governed by Part 2 of Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County, the Cities, and the Town desire for the County to submit to the voters thereof on November 5, 2024 the question of whether to impose a one percent TSPLOST in the Special District beginning on April 1, 2025 (hereinafter the “2024 TSPLOST”);

WHEREAS, the Act authorizes the County, the Cities, and the Town to enter into an intergovernmental agreement in order, among other things, to memorialize their agreement to the imposition of the 2024 TSPLOST and the rate of said tax, to establish the distribution of the proceeds of the 2024 TSPLOST, and to establish the transportation purposes and projects that will be funded with said proceeds;

WHEREAS, on May 6, 2024, the County, the Cities, and the Town met to discuss the imposition of the 2024 TSPLOST, the rate of said tax, the allocation of the proceeds therefrom, and possible transportation purposes and projects to be funded from the proceeds therefrom, pursuant to O.C.G.A. § 48-8-262(a)(2);

WHEREAS, said meeting between the County, the Cities, and the Town was preceded by a written notice of the date, time, place, and purpose of said meeting being mailed or delivered by the County to the mayor of each of the Cities and the Town such that said notice was received by each mayor at least ten days prior to said meeting, pursuant to O.C.G.A. § 48-8-262(a)(2); and

WHEREAS, the County, the Cities, and the Town desire to enter into this Agreement for the imposition of the 2024 TSPLOST, the rate thereof, the allocation of the proceeds therefrom, and the identification of the transportation purposes and projects to be funded therefrom.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Cities consent and agree as follows:

SECTION 1
REPRESENTATIONS OF THE CITIES

Each of the Cities and the Town hereby represents that:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the City or Town, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City or Town, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or Town or by which the City or Town is bound.

(c) To the knowledge of the City or Town, there is no litigation pending or threatened challenging the existence or powers of the City or the Town or the ability of the City or the Town to enter into this Agreement, or seeking to restrain or enjoin the City or the Town from entering into this Agreement or acquiring, constructing or installing any of

the transportation purposes or projects of the City or Town sought to be financed from the proceeds of the 2024 TSPLOST.

SECTION 2
REPRESENTATIONS OF THE COUNTY

The County hereby represents that:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Agreement, or seeking to restrain or enjoin the County from entering into this Agreement, imposing the 2024 TSPLOST or acquiring, constructing or installing any of the transportation purposes or projects of the County sought to be financed from the proceeds of the 2024 TSPLOST.

SECTION 3
EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall commence upon the date that it is last signed by a party hereto and shall terminate upon the earlier of:

- (a) The failure of the referendum election described in this Agreement;
- (b) The expenditure of the last dollar of money collected from the 2024 TSPLOST after its expiration; or
- (c) The passage of fifty (50) years from the date of the commencement of this Agreement.

SECTION 4
REFERENDUM ELECTION FOR IMPOSITION OF TSPLOST

4.1 The County agrees that it will take all actions necessary to cause to be called a referendum election, to be held in all the voting precincts in the County, on the 5th day of

November, 2024 for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the Special District, as authorized by the Act, for six years to raise approximately \$200,000,000.00 for transportation purposes. The distribution of the proceeds from said 2024 TSPLOST, the transportation purposes and projects for which said funds are to be expended, and the estimated amount of the 2024 TSPLOST to be allocated to each such transportation purpose and project are set forth on Schedule A to this Agreement.

4.2 The County, the Cities, and the Town agree to the imposition of said 2024 TSPLOST, the holding of said referendum election, and the distribution and uses of the proceeds of the 2024 TSPLOST set forth herein.

SECTION 5
CONDITIONS PRECEDENT

The obligations of all parties under this Agreement are conditioned upon the following events:

- (a) The adoption of a resolution by the Board of Commissioners of Jackson County authorizing the imposition of the 2024 TSPLOST and directing the Jackson County Board of Elections and Registration to call the referendum election described herein.
- (b) The calling by the Jackson County Board of Elections and Registration of the referendum election described herein.
- (c) The approval of the imposition of the 2024 TSPLOST by a majority of the voters in the County voting in the referendum election.

SECTION 6
PROCEEDS AND TERM

6.1 Upon the approval of the Jackson County voters, the 2024 TSPLOST tax referenced herein will be collected beginning on April 1, 2025 and terminating on March 31, 2031.

6.2 The proceeds from the 2024 TSPLOST shall be used by the County, the Cities, and the Town exclusively for the transportation purposes specified in the resolution of the County calling for the imposition of the 2024 TSPLOST, except as otherwise provided by law.

6.3 A list of the transportation purposes and projects proposed to be funded by the proceeds of the 2024 TSPLOST and the estimated or projected dollar amounts for each such transportation purpose and project is set forth on Schedule A hereto.

6.4 The list of transportation purposes and projects set forth in Schedule A hereto reflects the expenditure of at least 30 percent of the estimated revenue from the 2024 TSPLOST on projects consistent with the State-wide Strategic Transportation Plan, as referenced in O.C.G.A. § 32-2-22(a)(6).

6.5 The County shall create and maintain a separate bank account in which the County's proceeds of the 2024 TSPLOST shall be maintained until disbursed as provided for herein. The proceeds of the 2024 TSPLOST received by the County shall be kept separate from all other funds of the County and shall not be commingled therewith. Each City and Town shall create and maintain a separate bank account in which that City's and Town's share of the proceeds of the 2024 TSPLOST shall be maintained until disbursed as provided for herein. The proceeds of the 2024 TSPLOST received by each City or Town shall be kept separate from all other funds of such City or Town and shall not be commingled therewith.

6.6 The County shall receive from the Georgia Department of Revenue (hereinafter "DOR") all proceeds of the 2024 TSPLOST, other than the amount paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267(a)(1).

6.7 Upon the receipt by the County of the proceeds of the 2024 TSPLOST collected by the DOR, the County shall immediately deposit said proceeds in the County's separate bank account created pursuant to this Section. Within ten (10) business days after the County's receipt of said proceeds, the County shall disburse to the Cities and Town their respective shares of said proceeds pursuant to Section 7 of this Agreement. Should any City or Town cease to exist as a legal entity before all proceeds of the 2024 TSPLOST are distributed under this Agreement, that City's or Town's share of the proceeds subsequent to dissolution shall be paid to the County and shall become part of the County's share of the proceeds unless an act of the Georgia General Assembly makes the defunct City or Town part of another successor city or town. If such an act is passed, the defunct City's or Town's share shall be paid to the successor city or town in addition to all other funds to which the successor city or town would otherwise be entitled.

6.8 The proceeds of the 2024 TSPLOST shall be maintained in separate accounts and utilized exclusively for the purposes specified for such funds.

6.9 The transportation purposes and projects included in this Agreement shall be funded from the proceeds of the 2024 TSPLOST, except as otherwise agreed in writing by the parties hereto.

SECTION 7 **SCHEDULE OF DISBURSEMENTS**

7.1 Within ten (10) days after the County's monthly receipt from the DOR of the proceeds of the 2024 TSPLOST, the County shall disburse said proceeds pursuant in the following percentages:

<u>Jurisdiction</u>	<u>Percentage</u>
Jackson County	71.3%
Arcade	2.2%
Braselton	2.5%
Commerce	7.4%
Hoschton	2.3%
Jefferson	10.1%
Maysville	1.0%
Nicholson	1.9%
Pendergrass	0.8%
Talmo	0.5%

7.2 Said funds shall be disbursed in said percentages until the expiration or termination of the 2024 TSPLOST. The County and each of the Cities and Town shall use their respective shares of the proceeds of the 2024 TSPLOST for the transportation purposes and projects identified for each on Schedule A hereto.

SECTION 8
COUNTY AND CITIES NOT LIABLE FOR INSUFFICIENT PROCEEDS

8.1 Should the proceeds generated by the 2024 TSPLOST be insufficient to complete the transportation purposes and projects listed on Schedule A hereto, the County, Cities, and Town shall have no obligation to pay additional funds from sources other than the 2024 TSPLOST for the completion of any of the same.

8.2 The County and each of the Cities and Town shall not be obligated to pursue such jurisdiction's transportation purposes and projects set forth on Schedule A to the extent that such jurisdiction's share of the proceeds from the 2024 TSPLOST is insufficient to complete all of the same. In such event, the governing body of such jurisdiction may elect to not pursue certain of the transportation projects and purposes set forth on Schedule A for that jurisdiction, or to modify such projects and purposes to the extent necessary to remedy such shortfall.

SECTION 9
RECORDKEEPING, AUDITS, AND REPORTS

9.1 The governing authorities of the County, the Cities, and the Town shall each maintain a record of each and every purpose/project for which the proceeds of the 2024 TSPLOST are used. A schedule shall be included in the annual audit of the County and of each of the Cities and Town setting forth the County's, City's, or Town's transportation purposes/projects to be funded by the proceeds of the 2024 TSPLOST and for each such transportation purpose/project shall set forth: the original estimated cost, the current estimated cost if different than the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditors for the County and for each City and Town shall verify and test expenditures in a manner sufficient to assure that the schedule is fairly presented in relation to the financial statements. The auditors' reports on the financial statements of the County and each of the Cities and Town shall include an opinion, or a disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole.

9.2 The governing authority of the County and of each of the Cities and Town shall, by no later than December 31 of each year, publish in the *Jackson Herald* the report required by O.C.G.A. § 48-8-269.6.

SECTION 10
COMPLETION OF PROJECTS AND EXCESS FUNDS

10.1 The County, Cities, and Town acknowledge that the costs shown for each transportation purpose and project described on Schedule A are estimated amounts.

10.2 If a transportation purpose or project of the County has been satisfactorily completed at an actual cost less than the estimated cost listed for that project in Schedule A, the County may apply the remaining unexpended County proceeds of the 2024 TSPLOST allocated to such purpose or project to any other County transportation project(s) or purpose(s) as listed in Schedule A. Any County proceeds of the 2024 TSPLOST in excess of the total actual costs of the County transportation projects and purposes listed on Schedule A hereof shall be used solely for the purpose of reducing County debt and, if such excess proceeds exceed the outstanding indebtedness of the County, then such excess proceeds shall be paid into the general fund of the County for the purpose of reducing ad valorem taxes.

10.3 If a transportation purpose or project of a City or Town has been satisfactorily completed at an actual cost less than the estimated cost listed for that project in Schedule A, that City or Town may apply its remaining unexpended proceeds of the 2024 TSPLOST allocated to such purpose or project to any other transportation project(s) or purpose(s) of that City or Town as listed in Schedule A. Any of that City's or Town's proceeds of the 2024 TSPLOST in excess of the total actual costs of that City's or Town's transportation projects and purposes listed on Schedule A hereof shall be used solely for the purpose of reducing that City's or Town's debt and, if such excess proceeds exceed the outstanding indebtedness of that City or Town, then such excess proceeds shall be paid into the general fund of that City or Town for the purpose of reducing ad valorem taxes.

SECTION 11
NO GENERAL OBLIGATION DEBT

No general obligation debt is to be issued in conjunction with the imposition of the 2024 TSPLOST.

SECTION 12
ENTIRE AGREEMENT

This Agreement, including Schedule A, constitutes all of the understandings and agreements existing between the County, the Cities, and the Town with respect to use of the proceeds from the 2024 TSPLOST. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the 2024 TSPLOST. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County, the Cities, and the Town.

SECTION 13
GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

SECTION 14
AUTHORITY

Each of the signatories below represents that he or she has the authority to execute this Agreement on behalf of the party for which he or she has signed it.

SECTION 15
SEVERABILITY

Should any provision of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force.

SECTION 16
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

SECTION 17
NOTICES

All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been given upon being sent by United States certified mail, return receipt requested, and postage prepaid, addressed as set forth below:

- (a) As to Jackson County:
Jackson County Board of Commissioners
Attention: Chairman
67 Athens Street
Jefferson, GA 30549

- (b) As to the City of Arcade:
City of Arcade
Attention: Mayor
3325 Athens Highway
Jefferson, GA 30549

- (c) As to the City of Commerce:
City of Commerce
Attention: Mayor
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529

- (d) As to the City of Hoschton:
City of Hoschton
Attention: Mayor
61 City Square Street
Hoschton, GA 30548

- (e) As to the City of Jefferson:
City of Jefferson
Attention: Mayor
147 Athens Street
Jefferson, GA 30549

- (f) As to the City of Maysville:
City of Maysville
Attention: Mayor
4 Homer Street
Maysville, GA 30558

- (g) As to the City of Nicholson:
City of Nicholson
Attention: Mayor
5488 US Hwy 441 South
Nicholson, GA 30565

- (h) As to the City of Pendergrass:
City of Pendergrass
Attention: Mayor
65 Smith Bridges Street
Pendergrass, GA 30567

- (i) As to the City of Talmo
City of Talmo
Attention: Mayor
45 AJ Irvin Road
Talmo, GA 30575

- (j) As to the Town of Braselton
Town of Braselton
Attention: Mayor
4982 Highway 53
Braselton, GA 30517

[Signature Pages Follow]

IN WITNESS WHEREOF, all parties hereto have agreed as of this ____ day of _____, 2024.

JACKSON COUNTY, GEORGIA

By: _____
Chairman

(SEAL)

Attest:

Clerk

CITY OF ARCADE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF COMMERCE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2024 TSPLOST]

CITY OF HOSCHTON

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF JEFFERSON

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF MAYSVILLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2024 TSPLOST]

CITY OF NICHOLSON

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF PENDERGRASS

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF TALMO

By: _____
Mayor

(SEAL)

Attest:

Clerk

TOWN OF BRASELTON

By: _____
Mayor

(SEAL)

Attest:

Clerk

EXHIBIT A

**Jackson County Transportation Special Purpose Local Options Sales Tax
(TSPLOST) Program**

2024 TSPLOST proceeds, to the extent available, shall be allocated to the Projects shown in the table below. The Projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

JACKSON COUNTY	
Bridge Projects	\$12,600,000
Roadway Capacity and Widening Projects	\$66,400,000
Intersection Improvements	\$31,300,000
Transportation Improvements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use paths and trails)	\$12,387,200
Road Resurfacing/Paving	\$13,689,600
Airport Projects	\$6,223,200
Jackson County Total Est.:	\$142,600,000
ARCADE	
Road Improvements	\$880,000
Paving & Resurfacing Projects	\$3,520,000
Arcade Total Est.:	\$4,400,000
BRASELTON	
Construction of roads, bridges, sidewalks, multi-use paths, intersection improvements, traffic safety enhancements, road widening, and stormwater projects pertaining to roadway and other transportation projects	\$2,500,000
Resurfacing, including full-depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects	\$2,500,000
Braselton Total Est.:	\$5,000,000
COMMERCE	
Transportation Improvements (sidewalks, curbing, drainage structures, stormwater management, striping, signage); Road Paving & Resurfacing; Intersection Improvements	\$14,800,000
Commerce Total Est.:	\$14,800,000

HOSCHTON	
Transportation Improvements (streets, bridges, sidewalks, curbing, drainage structures, striping signage, multi-use paths)	\$2,000,000
Road resurfacing and paving	\$2,600,000
Hoschton Total Est.:	\$4,600,000
JEFFERSON	
Transportation Improvements and Resurfacing/Paving	\$20,200,000
Jefferson Total Est.:	\$20,200,000
MAYSVILLE	
Transportation Improvements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use paths and trails)	\$1,500,000
Road Resurfacing/Paving	\$500,000
Maysville Total Est.:	\$2,000,000
NICHOLSON	
Transportation Enhancements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use path and trails)	\$1,900,000
Roads Resurfacing/Paving	\$1,520,000
Traffic Efficiency (Intersection improvements) and Roadway Capacity/Widening	\$380,000
Nicholson Total Est.:	\$3,800,000
PENDERGRASS	
Road Resurfacing/Paving	\$900,000
Transportation Improvements (sidewalks, curbing, striping, signage, and lighting)	\$700,000
Pendergrass Total Est.:	\$1,600,000
TALMO	
Transportation Improvements (add sidewalks, upgrade roadway signage, add crosswalks)	\$500,000
Road Resurfacing/Paving	\$500,000
Talmo Total Est.:	\$1,000,000

NEW BUSINESS

ITEM # 9

GDOT I-85 Supplemental Sign:

Hoshton Exit 129



District 1 Sign Shop
 Georgia Department of Transportation
 District 1 District Wide Sign
 2550 Gillsville Hwy.
 Building B
 Gainesville, Ga. 30507

DATE: 5/13/2024

Hoschton
 Exit 129

TO: City of Hoschton

SALESPERSON	JOB	PAYMENT TERMS	QUOTE #
GDOT	Hoschton Exit 129	QUOTE	DISS-HOS129

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	120" x 72" Hoschton/ Exit 129 (60 Square Feet)	\$28.38 SF	\$1702.80
2	Square Post	\$176.00	\$352.00
2	Stubs	\$23	\$46.00
2	Slip Base	\$181.00	\$362.00
	Bolt Hardware	\$0.00	\$0
4	Labor (5 hrs.)		\$375.28
3	Equipment		\$345.80
		SUBTOTAL	\$3183.88
		15% MAINT. FEE	\$477.58
		TOTAL	\$3661.46

Make all checks payable to: Georgia Department of Transportation.

Remit to the above address.



9.00" Radius, 2.00" Border, White on Green;
 "Hoschton", E Mod 2K; "EXIT", E Mod 2K; "129", E Mod 2K;

I-85 SB at SR 53

Legend

📍 Approximate Hoschton Sign Placement

📍 Approximate Hoschton Sign Placement



NEW BUSINESS

ITEM # *10*

Resolution 2024-34: LMIG ROADWAY
IMPROVEMENTS PROJECT

June 3, 2024

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

**Re: City of Hoschton 2024 LMIG Roadway Improvements
Recommendation of Award to Contractor**

Dear Ms. Harrison:

As you are aware, the City of Hoschton received bids on the above-mentioned project on May 30, 2024 at 2:00 PM. The City published the bid advertisement appropriately and invitations were also sent out to area qualified contractors. Four (4) qualified bids were received and duly opened and read aloud in accordance with standard procedures.

In accordance with general procedures, Engineering Management, Inc. (EMI) has tabulated the bids received and reviewed the contractor qualifications. A copy of the Bid Tabulation is enclosed for your review.

The apparent low bidder for the project at \$280,829.00 is Sunbelt Asphalt Surfaces, Inc. (The Scruggs Company) from Auburn, Georgia. EMI has reviewed the reference material included with Sunbelt's Bid.

The award of this project is based on the bid price, company qualifications, personnel qualifications and experience. The intent of the bid specifications is to award the contract to the lowest, responsive, responsible bidder.

Based on the above-mentioned reviews and discussion with City personnel, we see no reason not to award the contract to Sunbelt Asphalt Surfaces, Inc. in the amount of \$280,829.00.

We have enclosed a standard "Notice of Award" as contained in the contract documents, along with a Resolution of Award. If the City Council is in agreement with this recommendation, we will proceed to develop Construction Contract Documents following official vote and Council action.

We look forward to working with the City and staff in the implementation of this important project.

Please feel free to contact us at any time should you have questions.

Very truly yours,

ENGINEERING MANAGEMENT, INC.

Cory Brownlee

Cory Brownlee, P.E.
Project Manager

Enclosures:

Tabulation of Bids

Notice of Award

Resolution of Award

cc: Mr. Brett Day, Public Utilities Director
Mr. Jerry Hood, EMI

Z:\PROJECTS\21\21009 Hoschton LMIG Street Inventory\2024 LMIG\Contract Documents\Pre Construction Files\Award Recommendation.docx

**A RESOLUTION BY THE MAYOR AND COUNCIL
OF THE CITY OF HOSCHTON, GEORGIA
AWARDING THE CONTRACT FOR THE
2024 LMIG ROADWAY IMPROVEMENTS PROJECT
SAID RESOLUTION ALSO AUTHORIZES THE MAYOR AND CLERK
TO SIGN THE CONSTRUCTION CONTRACT**

R-2024-34

WHEREAS, the City of Hoschton, Georgia (City) has planned a project for improvements to several City streets; and

WHEREAS, the City has authorized their Engineers to prepare a Request for Proposals and specifications for the project; and

WHEREAS, the City has applied for and received funding from the Georgia Department of Transportation (GDOT) in connection with the project; and

WHEREAS, the project was appropriately advertised for bids; and

WHEREAS, bids were duly opened by the City on May 30, 2024; and

WHEREAS, the Consulting Engineers have evaluated all bids received; and

WHEREAS, an appropriate review of the bids indicate that the most qualified firm and the best bid for the project is that of Sunbelt Asphalt Surfaces, Inc. (The Scruggs Company) Auburn, Georgia, as outlined in the consulting engineer's letter of June 3, 2024, in the amount of Two Hundred Eighty Thousand, Eight Hundred Twenty Nine and 00/100 Dollars (\$280,829.00).

NOW THEREFORE be it resolved by the City Council of the City of Hoschton, Georgia to award the 2024 LMIG Roadway Improvements Project to Sunbelt Asphalt Surfaces, Inc. of Auburn, Georgia, in the amount of Two Hundred Eighty Thousand, Eight Hundred Twenty Nine and 00/100 Dollars (\$280,829.00).

BE IT FURTHER RESOLVED to authorize Mayor Debbie Martin and Jennifer Kidd-Harrison, City Manager/City Clerk, to execute the construction contracts 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 ____ DAY OF JUNE 2024 AND HAS NOT BEEN RESCENDED IN ANY WAY.

Certified Correct this ____ DAY OF JUNE 2024.

By: _____
Debbie Martin, Mayor

By: _____
Jennifer Kidd-Harrison, City Manager/City Clerk

(seal)

NOTICE OF AWARD

TO: Sunbelt Asphalt Surfaces, Inc. (The Scruggs Company)
1410 Sunbelt Way
Auburn, GA 30011

Project Description

The site of the proposed work is in City of Hoschton, Georgia. The project consists of, but is not limited to, the following major elements:

Approximately 700 L.F. of asphalt seal coating and asphalt-rubber joint and crack sealing along West Broad Street beginning at the southernmost intersection with Cabin Drive and continuing north up to the second intersection with Cabin Drive. Approximately 1,300 L.F. of Full Depth Reclamation (FDR) of the portion of West Broad Street beginning at the northern most intersection with Cabin Drive and continuing to the intersection with White Street. Approximately 48 L.F. of 24-inch RCP storm drain replacement with drop inlet and headwall. Approximately 46 S.Y. of Type 3 rip rap and filter fabric along ditches. Milling and pavement inlay operations as required to tie-in finished surface with the existing asphalt. Pavement striping and sign relocations will be as required per the Drawings and the MUTCD in order to provide on-street parking along the South side of West Broad Street. Permanent grassing, ditch re-grading, and shoulder reconstruction as required.

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete all work associated with this project in a total construction time of forty-five (45) consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids and has decided to award you the Contract.

You are hereby notified that your Bid has been accepted for the Contract Price of \$280,829.00. for 2024 LMIG Roadway Improvements which is based on the Units/Lump Sum Prices shown on the Bid Form.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance and Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____ day of _____, 20__.

CITY OF HOSCHTON, GEORGIA

BY: _____
Debbie Martin, Mayor

ACKNOWLEDGEMENT OF NOTICE

CONTRACTOR

BY: _____

DATE: _____

TITLE: _____

END OF SECTION

BID OPENING ATTENDANCE

City of Hoschton –
2024 LMIG Roadway Improvements
21-009

MAY 30, 2024 • 2:00PM

NAME

REPRESENTING

Peter Psychogios

Blount Construction

Clay Johnson

Sunbelt Asphalt

Stacy DeLong

Allied

Matthew Heaton

Georgia paving

Brett Day

Cott

Jerry Hester

EMI

Jennifer Harmon

Hoschton

Cory Brownlee

EMI

Wilders

EMI

TABULATION OF BIDS FOR THE CITY OF HOSCHTON, GEORGIA
2024 LMIG Roadway Improvements
June 3, 2024

LINE NO.	GDOT ITEM	DESCRIPTION	UNIT	Est. No. UNITS	Sunbelt Asphalt Surfaces, Inc.		Allied Paving, Inc.		Georgia Paving, Inc.		Blount Construction Co., Inc.	
					UNIT PRICE	TOTAL FOR ITEM	UNIT PRICE	TOTAL FOR ITEM	UNIT PRICE	TOTAL FOR ITEM	UNIT PRICE	TOTAL FOR ITEM
0010	150-1000	TRAFFIC CONTROL	LS	1	\$11,090.20	\$11,090.20	\$32,000.00	\$32,000.00	\$7,000.42	\$7,000.42	\$56,235.29	\$56,235.29
0015	210-0100	GRADING COMPLETE	LS	1	\$20,000.00	\$20,000.00	\$18,750.00	\$18,750.00	\$9,500.00	\$9,500.00	\$26,107.65	\$26,107.65
0020	301-2160	SOIL-CEM STAB BASE CRS, 8 IN	SY	3,776	\$8.30	\$31,340.80	\$7.50	\$28,320.00	\$10.37	\$39,167.12	\$7.97	\$30,094.72
0025	301-5000	PORTLAND CEMENT	TN	104	\$240.00	\$24,960.00	\$275.00	\$28,600.00	\$255.00	\$26,520.00	\$303.81	\$31,596.24
0030	402-3103	RECYCLED ASPHALTIC CONCRETE 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	326	\$150.00	\$48,900.00	\$160.00	\$52,160.00	\$152.57	\$49,737.82	\$166.97	\$54,432.22
0035	402-3190	RECYCLED ASPHALTIC CONCRETE 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	415	\$155.00	\$64,325.00	\$145.00	\$60,175.00	\$144.94	\$60,150.10	\$166.02	\$68,898.30
0040	407-0000	COAL TAR EMULSION SEAL COAT	SY	1,870	\$3.00	\$5,610.00	\$2.30	\$4,301.00	\$2.19	\$4,095.30	\$2.60	\$4,862.00
0045	407-0020	ASPHALT-RUBBER JOINT AND CRACK SEAL, TYPE "S"	LF	150	\$7.00	\$1,050.00	\$3.75	\$562.50	\$4.17	\$625.50	\$1.30	\$195.00
0050	413-0750	TACK COAT	GAL	618	\$5.00	\$3,090.00	\$3.50	\$2,163.00	\$6.50	\$4,017.00	\$4.03	\$2,490.54
0055	432-0206	MILL ASPHALTIC CONCRETE PAVEMENT, 1-1/2 IN DEPTH	SY	170	\$21.00	\$3,570.00	\$50.00	\$8,500.00	\$49.78	\$8,462.60	\$28.48	\$4,841.60
0060	441-0600	CONCRETE HEADWALL, 30-INCH	EA	1	\$3,000.00	\$3,000.00	\$4,375.00	\$4,375.00	\$3,750.00	\$3,750.00	\$3,312.41	\$3,312.41
0065	550-5240	STORM DRAIN PIPE, 24-INCH, CLASS III	LF	48	\$135.00	\$6,480.00	\$187.50	\$9,000.00	\$453.13	\$21,750.24	\$349.41	\$16,771.68
0070	603-2180	STONE DUMPED RIP RAP, TYPE 3, 12-INCH	SY	46	\$45.00	\$2,070.00	\$137.50	\$6,325.00	\$135.88	\$6,250.48	\$126.31	\$5,810.26
0075	603-7000	PLASTIC FILTER FABRIC	SY	46	\$11.00	\$506.00	\$18.75	\$862.50	\$54.35	\$2,500.10	\$31.15	\$1,432.90
0080	611-5651	RESET STREET SIGNS	EA	10	\$200.00	\$2,000.00	\$375.00	\$3,750.00	\$250.00	\$2,500.00	\$65.00	\$650.00
0085	636-0000	NO PARKING STREET SIGNS	EA	4	\$500.00	\$2,000.00	\$440.00	\$1,760.00	\$150.00	\$600.00	\$227.50	\$910.00
0090	652-5451	SOLID TRAFFIC STRIPE, 5-INCH WHITE	LF	835	\$2.00	\$1,670.00	\$1.25	\$1,043.75	\$4.12	\$3,440.20	\$0.59	\$492.65
0095	652-5451	SOLID TRAFFIC STRIPE, 5-INCH WHITE, INCL BEADS	LF	1,190	\$1.00	\$1,190.00	\$0.65	\$773.50	\$3.93	\$4,676.70	\$0.72	\$856.80
0100	652-5452	SOLID TRAFFIC STRIPE, 5-INCH YELLOW, INCL BEADS	LF	1,190	\$1.00	\$1,190.00	\$0.85	\$1,011.50	\$3.93	\$4,676.70	\$0.72	\$856.80
0105	652-5701	SOLID TRAFFIC STRIPE, 24-INCH WHITE, INCL BEADS	LF	32	\$5.00	\$1,600.00	\$3.15	\$1,008.00	\$21.48	\$687.36	\$3.58	\$1,144.56
0110	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5-INCH WHITE	LF	2,150	\$2.00	\$4,300.00	\$1.25	\$2,687.50	\$4.00	\$8,600.00	\$0.88	\$1,892.00
0115	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	2,290	\$2.00	\$4,580.00	\$1.25	\$2,862.50	\$3.96	\$9,068.40	\$0.88	\$2,015.20
0120	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	53	\$19.00	\$1,007.00	\$18.75	\$993.75	\$22.18	\$1,175.54	\$16.45	\$871.65
0125	653-6004	THERMOPLASTIC TRAFFIC STRIPING, WHITE	SY	116	\$15.00	\$1,740.00	\$12.50	\$1,450.00	\$67.35	\$7,812.60	\$6.13	\$943.08
0130	688-2100	DROP INLET, GP 1	EA	1	\$10,000.00	\$10,000.00	\$9,375.00	\$9,375.00	\$7,125.00	\$7,125.00	\$7,764.28	\$7,764.28
0135	716-0000	MISCELLANEOUS EROSION CONTROL (SILT FENCING, GRASSING, MULCHING, SLOPE STABILITY MATTING, ETC.)	LS	1	\$25,000.00	\$25,000.00	\$18,750.00	\$18,750.00	\$6,250.00	\$6,250.00	\$6,976.45	\$6,976.45
TOTAL BASE BID:					\$280,829.00	\$300,414.30	\$299,129.18	\$304,124.00 Bid Total	\$331,424.48	<i>does not match.</i>		

I hereby certify this to be a true and accurate tabulation of bids received by the City of Hoschton on May 30, 2024 at 2:00 PM.

Cory Brownlee
 Engineering Management, Inc.

Cory Brownlee

NEW BUSINESS

ITEM # //

Resolution 2024-25
Water First Rebates

RESOLUTION NUMBER 2024-25
A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF HOSCHTON, GEORGIA
AUTHORIZING THE DEVELOPMENT OF A TOILET REBATE PROGRAM
SAID RESOLUTION ALSO AUTHORIZES
THE MAYOR AND CLERK TO EXECUTE APPROPRIATE
DOCUMENTS FOR IMPLEMENTATION OF THE PROGRAM

WHEREAS, the City of Hoschton, Georgia continues to grow and experience increased demand on the potable water distribution system, and

WHEREAS, the City of Hoschton, Georgia has adopted a water conservation plan as required by the Georgia EPD, and

WHEREAS, water conservation is an important activity in the City and a large portion of water supply is utilized in older toilet fixtures, and

WHEREAS, the City of Hoschton is striving to become a WaterFirst designated community, and

WHEREAS, aggressive and initiative-taking water conservation measures are paramount in achieving WaterFirst designation, and

WHEREAS, the City encompasses a number of older home with older plumbing fixtures, and

WHEREAS, the City desires to develop a toilet rebate program commensurate with numerous other Georgia Cities, and

WHEREAS, a toilet rebate program would incentivize the replacement of high volume older plumbing fixtures with low flow fixtures, and

WHEREAS, a toilet rebate program is expected to reduce the City's daily water demand and reduce a participating water user's monthly water cost.

NOW THEREFORE be it resolved by the City Council of the City of Hoschton to authorize the development of a toilet rebate program in accordance with the Georgia Water Wise Council and commensurate with other similar situated Georgia local Governments.

BE IT FURTHER RESOLVED to authorize the Honorable Debbie Martin, Mayor, and City Manager/Clerk, Jennifer Kidd-Harrison to execute the procedures and other appropriate documents 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 _____ DAY OF _____, 2024 AND HAS NOT BEEN RESCINDED IN ANY WAY.

By: _____
Ms. Debbie Martin, Mayor

By: _____
Ms. Jennifer Kidd- Harrison, City Clerk

(Seal)

NEW BUSINESS

ITEM # *12*

Resolution 2024-33: Updating and Revising the
City's Fire Suppression Connection Fees

**RESOLUTION NUMBER 2024-33
A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF HOSCHTON, GEORGIA
UPDATING AND REVISING THE CITY'S FIRE SUPPRESSION CONNECTION FEES**

WHEREAS, the City of Hoschton, Georgia continues to grow and experience increased demand on the water distribution system, and

WHEREAS, the City of Hoschton, Georgia has adopted a plan to provide improved water pressure, flow, and fire protection, and

WHEREAS, water system infrastructure improvements require large capital investments, and

WHEREAS, the City of Hoschton desires the water system to be self-supporting, and

WHEREAS, various system connection fees have been based upon American Water Works Association (AWWA) standards, and

WHEREAS, the City has previously had fire suppression fees for 6 inch and 8 inch meters, and

WHEREAS, the City is experiencing commercial growth that requires the adoption of fire suppression fees for 10 inch and 12 inch connections, and.

WHEREAS, the City's engineers have calculated the appropriate fees for these size connections based on AWWA Standards.

NOW THEREFORE be it resolved by the City Council of the City of Hoschton to adopt the new fire suppression connection fees as proposed.

THIS RESOLUTION READ AND PASSED BY A QUORUM OF THE CITY COUNCIL OF THE CITY OF HOSCHTON, GEORGIA, ON THE _____ DAY OF _____, 2024 AND HAS NOT BEEN RESCINDED IN ANY WAY.

By: _____
Ms. Debbie Martin, Mayor

By: _____
Ms. Jen Williams, Assistant City Clerk

(Seal)



CITY OF HOSCHTON CONNECTION FEES

WATER FEES

METER SIZE	METER (GPM)	WATER CONNECTION FEE
¾ INCH	20	\$3,000.00
1 INCH	50	\$7,500.00
1 ½ INCH	100	\$15,000.00
2 INCH	160	\$24,000.00
3 INCH	320	\$48,000.00 PLUS**
4 INCH	500	\$75,000.00 PLUS**
6 INCH	1000	\$150,000.00 PLUS**
8 INCH	1600	\$240,000.00 PLUS**
12 INCH	2800	\$795,000.00 PLUS**

FIRE SUPPRESSION FEES

METER SIZE	COST	MAINTENANCE FEE
MINIMUM 6 INCH	\$14,150.00 PLUS **	\$275.00 MONTHLY FEE
8 INCH	\$18,875.00 PLUS **	\$275.00 MONTHLY FEE
10 Inch	\$27,155.00 PLUS**	\$275.00 MONTHLY FEE
12 Inch	\$62,525.00 PLUS**	\$275.00 MONTHLY FEE

** LARGE METERS (3 IN. –12 IN.) ARE INSTALLED BY CITY APPROVED CONTRACTOR IN ACCORDANCE WITH CITY STANDARDS AND APPROVED DRAWINGS. ALL WATER CONNECTIONS WILL BE METERED, AND ALL FEES APPLY REGARDLESS OF INTENDED USE.

SEWER FEES

WATER METER SIZE		SEWER CONNECTION FEE
¾ INCH		\$6,000.00
1 INCH		\$15,000.00
1 ½ INCH		\$30,000.00
2 INCH		\$48,000.00
3 INCH		\$96,000.00
4 INCH		\$150,000.00
6 INCH		\$300,000.00
8 INCH		\$480,000.00
12 INCH		\$1,590,000.00

SEWER CONNECTION FEES ARE BASED OFF OF WATER METER SIZE

Proposed 6/2024

NEW BUSINESS

ITEM # 13

Resolution 2024-26
GEFA Loan Agreement

Resolution 2024-26

EXHIBIT F

EXTRACT OF MINUTES RESOLUTION OF GOVERNING BODY

Recipient: CITY OF HOSCHTON

Loan Number: CW2022013

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$12,000,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)

NEW BUSINESS

ITEM # 14

Resolution 2024-27
GEFA Loan Agreement

Resolution 2024-27

EXHIBIT F

EXTRACT OF MINUTES RESOLUTION OF GOVERNING BODY

Recipient: CITY OF HOSCHTON

Loan Number: GF2024006

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$8,000,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)

NEW BUSINESS

ITEM # 15

Resolution 2024-22

Personnel Policy Update: Bereavement Leave

CITY OF HOSCHTON
STATE OF GEORGIA

**RESOLUTION 2024-22
AMENDING THE PERSONNEL POLICY REGARDING BEREAVEMENT LEAVE**

WHEREAS, the governing body of the City of Hoschton (“City”) desires to amend the personnel policy, such that employees of the City are aware of their rights and obligations relating to employment by the City and to ensure that the citizens of the City continue to receive excellent service from the persons who work for the City; and

WHEREAS, the City has review the personnel policy and wishes to amend Section 11.13, “Bereavement Leave” as attached hereto in “Exhibit A”.

NOW THEREFORE BE IT RESOLVED that the governing body of the City does hereby adopt the amended personnel policy and directs the Mayor and City Manager to sign such documents and take such actions as are necessary to ensure that the personnel policy is made available to City staff.

Adopted this 18th day of June, 2024.

Debbie Martin, Mayor

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

ATTEST:

City Clerk

11.12.3 MATERNITY LEAVE

Leave without pay may be taken for disability related to pregnancy, childbirth, or related medical condition, where accrued PTO does not cover the entire time needed in accordance with FMLA. Such leave shall be for the actual period of disability as certified by a doctor, even if it exceeds three months. Employees taking leave without pay for childbirth- related disability are guaranteed a return to their job or a similar job with at least the same pay.

Parental Leave: In appropriate circumstances either parent may take leave without pay for parental leave related to birth or adoption of a child. Parental leave must be taken within one year from the time of childbirth or adoption.

11.13 BEREAVEMENT LEAVE

Regular full-time employees receive up to three days of bereavement leave for a death in the immediate family (see definition in Section 1.8(H)). Longer periods, charged against the employee's PTO, may be approved by the Manager or his/her designee.

11.14 HOLIDAYS

The following 11 days are recognized as paid holidays for regular full-time employees.

Holidays Observed:

- o New Year's Day - January 1
- o Memorial Day - Last Monday in May
- o Independence Day - July 4
- o Labor Day - First Monday in September
- o Veterans Day
- o Thanksgiving Day - Fourth Thursday in November
- o Day After Thanksgiving
- o Christmas Break (To be set each year by City Manager)
- o Floating Holiday: (MLK or Employees Birthday)

Employer-paid holidays which fall on a Saturday will be observed on the preceding Friday; paid holidays falling on a Sunday will be observed on the following Monday.

11.14.1 WORK ON HOLIDAYS

Current Policy

11.12.3 MATERNITY LEAVE

Leave without pay may be taken for disability related to pregnancy, childbirth, or related medical condition, where accrued PTO does not cover the entire time needed in accordance with FMLA. Such leave shall be for the actual period of disability as certified by a doctor, even if it exceeds three months. Employees taking leave without pay for childbirth-related disability are guaranteed a return to their job or a similar job with at least the same pay.

Parental Leave: In appropriate circumstances either parent may take leave without pay for parental leave related to birth or adoption of a child. Parental leave must be taken within one year from the time of childbirth or adoption.

11.13 BEREAVEMENT LEAVE

Regular full-time employees receive up to three days of bereavement leave per year for a death in the immediate family (see definition in Section 2.3). Longer periods, charged against the employee's PTO, may be approved by the Manager or his/her designee.

11.14 HOLIDAYS

The following 11 days are recognized as paid holidays for regular full-time employees.

Holidays Observed:

- o New Year's Day - January 1
- o Memorial Day - Last Monday in May
- o Independence Day - July 4
- o Labor Day - First Monday in September
- o Veterans Day
- o Thanksgiving Day - Fourth Thursday in November
- o Day After Thanksgiving
- o Christmas Break (To be set each year by City Manager)
- o Floating Holiday: (MLK or Employees Birthday)

Employer-paid holidays which fall on a Saturday will be observed on the preceding Friday; paid holidays falling on a Sunday will be observed on the following Monday.

11.14.1 WORK ON HOLIDAYS

NEW BUSINESS

ITEM # 16

Resolution 2024-23
Personnel Policy Update: Definition of
Immediate Family Member

CITY OF HOSCHTON
STATE OF GEORGIA

**RESOLUTION 2024-23
AMENDING THE PERSONNEL POLICY TO REFINE THE DEFINITION OF
IMMEDIATE FAMILY MEMBER**

WHEREAS, the governing body of the City of Hoschton (“City”) desires to amend the personnel policy, such that employees of the City are aware of their rights and obligations relating to employment by the City and to ensure that the citizens of the City continue to receive excellent service from the persons who work for the City; and

WHEREAS, the City has review the personnel policy and wishes to amend Section 1.8(H), “Immediate Family Member” as attached hereto in “Exhibit A”.

NOW THEREFORE BE IT RESOLVED that the governing body of the City does hereby adopt the amended personnel policy and directs the Mayor and City Manager to sign such documents and take such actions as are necessary to ensure that the personnel policy is made available to City staff.

Adopted this 18th day of June, 2024.

Debbie Martin, Mayor

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

ATTEST:

City Clerk

- Regular Part-time Employee: Any employee filling an approved, budgeted position with a regularly scheduled work week of less than thirty (30) hours per week.
- Temporary Employee: Any employee filling a position for a specified length of time, for either long- or short-term work assignments.

(f) Exempt Employee

An employee defined according to the federal Fair Labor Standards Act (FLSA) to be subject to equal pay provisions but exempt from minimum wage and overtime pay provisions. Exempt employee's compensation is based on an annual salary basis and there is no compensation for hours worked more than the defined work week schedule.

(g) Health Impairment

A temporary or permanent mental or physical impairment including, but not limited to injury (on or off the job), illness, or other job-restricting impairment, which diminishes or precludes one's capacity for or renders one unfit for performance of the essential job functions of the position.

(h) Immediate Family Member

For purposes of this handbook, immediate family member is defined as follows:

- Spouse
- Parent or Stepparent
- Mother-in-law
- Father-in-law
- Child or Stepchild
- Sister or Sister-in-law
- Brother or Brother-in-law
- Grandparents

(i) Non-Exempt Employee

An employee defined according to the FLSA to be subject to equal pay, minimum wage, and overtime provisions. For regular employees, hours worked in excess of the 40-hour work week will be paid at a rate of 1½ times the employee's regular rate of pay.

(j) On-the-Job Injury

An injury arising out of employment or sustained in the course of employment.

Current Policy

- Regular Part-time Employee: Any employee filling an approved, budgeted position with a regularly scheduled work week of less than thirty (30) hours per week.
- Temporary Employee: Any employee filling a position for a specified length of time, for either long- or short-term work assignments.

(f) Exempt Employee

An employee defined according to the federal Fair Labor Standards Act (FLSA) to be subject to equal pay provisions but exempt from minimum wage and overtime pay provisions. Exempt employee's compensation is based on an annual salary basis and there is no compensation for hours worked more than the defined work week schedule.

(g) Health Impairment

A temporary or permanent mental or physical impairment including, but not limited to injury (on or off the job), illness, or other job-restricting impairment, which diminishes or precludes one's capacity for or renders one unfit for performance of the essential job functions of the position.

(h) Immediate Family Member

For purposes of this handbook, immediate family member is defined as follows:

- Spouse
- Parent or Stepparent
- Mother-in-law
- Father-in-law
- Child or Stepchild
- Sister or Sister-in-law
- Brother or Brother-in-law

(i) Non-Exempt Employee

An employee defined according to the FLSA to be subject to equal pay, minimum wage, and overtime provisions. For regular employees, hours worked in excess of the 40-hour work week will be paid at a rate of 1½ times the employee's regular rate of pay.

(j) On-the-Job Injury

An injury arising out of employment or sustained in the course of employment.

(k) Overtime Rate