



REGULAR SESSION
AGENDA

CALL TO ORDER

INVOCATION/ MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

APPROVAL OF MINUTES

1. 12/12/2024 Public Hearing
2. 12/12/24 Work Session
3. 12/17/24 Regular Session

OLD BUSINESS

NEW BUSINESS

1. **CU-24-01 Conditional Use:** Frank Pittman, applicant, Christian Stewart and Ashishumar Patel, property owners, seek a conditional use permit for a day care center in an MU, Mixed-Use Zoning District for 2.0 acres (part of Map/Parcel 119/004N1) fronting on the south side of Eagles Bluff Way and the west side of SR 53. [Consulting City Planner Recommendation: Approval, Conditional; Planning & Zoning Commission Recommendation: Approval, with Revised Conditions]
2. Intergovernmental Agreement with the Hoschton Downtown Development Authority Regarding Multiple Properties Located in the Downtown Development Area of the City of Hoschton
3. Meeting Schedules for 2025: City Council, Planning & Zoning Commission, Downtown Development Authority, Historic Preservation Committee
4. City Council Committees for 2025
5. Mayor Pro-Tempore for 2025
6. Municipal Court Judge Recommendation: Douglas T. Kidd

7. **Resolution 2025-01:** Municipal Election Qualifying Fees/ Dates
8. **O-25-02:** Hydrant Meter Deposit
9. **Resolution 2025-02:** Personnel Policy Update: On-Call Policy
10. Intergovernmental Agreement with Jackson County Regarding Impact Fees
11. **O-25-01:** Personal Transportation Vehicle Ordinance (Golf Carts)
12. **Resolution 2025-03:** Road Closure for American Street Rodders Car Show
13. Hoschton Police Department: Housing and Booking Contract with Jackson County Sheriff's Office
14. Hoschton Police Department: Memorandum of Understanding with Jackson County Sheriff's Office- Extraterritorial Assistance

ADJOURN

Upcoming Events:

January 22nd @ 6:00pm Planning & Zoning Commission Meeting

January 23rd @ 3:00pm Historic Preservation Committee Meeting

January 23rd @ 6:00pm Community Conversations: Growth Planning

guests: Dr. Philip Brown, Superintendent, JCSS

& Ty Clack, Jackson Co. District 3 Commissioner

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.

Meeting Minutes for Approval

- 12/12/24 Public Hearing
- 12/12/24 Work Session
- 12/17/24 Regular Session



PUBLIC HEARING
MINUTES

WELCOME AND CALL TO ORDER at 6:00pm by Mayor Martin

INVOCATION/ MOMENT OF SILENCE by Dr. Sterling

PLEDGE OF ALLEGIANCE led by Mayor Martin

AGENDA APPROVAL A motion was made to approve the agenda with no changes by C. Brown, second by Lawson, and all voted in favor.

NEW BUSINESS Attorney Abb Hayes opened the Public Hearing.

1. Comprehensive Plan 5-Year Update (2025)

Consulting City Planner Dr. Jerry Weitz presented a slideshow outlining the process for updating the comprehensive plan. The 2025 update should address all major plans in the City for the next 5 years. The steering committee has recently been appointed by the City Council and is made up of stakeholders from the City Council, Planning & Zoning Commission, a local business owner, and a resident. The committee will hold 5-6 meetings over the next 6 months.

There were no comments from the public.

ADJOURN Hays closed the public hearing and the meeting was adjourned at 6:12pm.

Members Present:

Debbie Martin, Mayor
David Brown, Mayor Pro-Tem
Christina Brown, Councilmember
Scott Courter, Councilmember
James Lawson, Councilmember
Fredria Sterling, Councilmember

Also Present:

Jennifer Harrison, City Manager
Dr. Jerry Weitz, Consulting City Planner
Hu Blackstock, Planning
Abbott S. Hayes, Jr., City Attorney
Jen Williams, Asst. City Clerk
Media

Members Absent:

Jonathan Jackson, Councilmember

Approved:

Debbie Martin, Mayor

Date

Jennifer Williams, Assistant City Clerk



WORK SESSION
MINUTES

CALL TO ORDER at 6:13pm by Mayor Martin

AGENDA APPROVAL A motion was made to approve the agenda with no changes by Sterling, seconded by C. Brown, and all voted in favor.

REPORTS BY MAYOR, COUNCIL, AND STAFF Departmental reports as included in the packet.

Mayor Martin explained that she formally requested that GDOT consider reducing the speed on Hwy 53 between downtown and Twin Lakes. She also shared that she and the City Manager met with executives from Georgia Power to discuss the frequent power outages affecting city residents. Martin has put out a survey to measure residents' satisfaction with elected officials compared to results gathered last year.

Councilmember Courter shared that the Jingle Mingle brought in around 300 participants, with 23 businesses participating in the events. Donations filled seven trucks which were driven to an area in North Carolina hard hit by the recent hurricane. Courter is organizing a business networking group which will hold its first meeting on January 15th at 7:30am.

Councilmember Sterling shared that she has visited West Jackson Elementary School several times as part of the Mayor's Reading Program where she gave little lessons about local government. Students constructed little puppets which are on display in the Community Center.

Councilmember C. Brown explained that Oak Street Park is in the budget for 2025. The next step will be to issue a Request for Proposals (RFP) to get things started. The old house on the property at Mulberry Park is in poor condition and needs to be demolished; the city will issue an RFP for this job, as well.

Councilmember D. Brown shared that he and the Public Works department have been working on grading city roads so that decisions can be made about how to spend LMIG funds. He has also been working with EMI on well exploration planning.

OLD BUSINESS

1. Resolution 2024-54: A Resolution Accepting From KH Twin Lakes, LLC. The Dedication of 0.235 Acre South of Great Salt Lane, Developed As a Sewage Lift Station in Twin Lakes Planned Unit Development (PUD) And Authorizing the Recording of a Warranty Deed

Dr. Jerry Weitz explained that upon acceptance of this dedication, this property and lift station will be owned and maintained by the city.

NEW BUSINESS

1. Authorize the city to initiate a rezoning request (Z-24-04) for its 11.25 acres of property on the north side of Peachtree Road (Map/Parcels 120/010B, 120/010E, 120/010I, and 120/010C) from R-1 (Single Family Low Density Residential District) to INST (Institutional) District

Dr. Weitz explained that this action would only initiate the rezoning; the application would still need to go through the entire public hearing process. The property is owned by the city and would be the location of a new municipal complex.

2. Authorize the city to initiate a rezoning request (Z-24-05) for 11.5 acres (Kumar's "Enclave" project) from PUD (Planned Unit Development) District, Conditional per Ordinance Z-21-11 as modified by Ordinance Z-22-09, to PUD (Planned Unit Development) District Conditional, to modify certain zoning conditions

Dr. Weitz explained that this action would initiate the rezoning process to modify certain conditions of zoning from when the project was approved in 2021. The goal would be to coordinate the development of the Enclave project on this property with the development of the municipal complex project in the previous item. Part of the modification would "flip" the layout of the Enclave project to place the apartments closer to Industrial Avenue and move the commercial buildings closer to the planned municipal complex on the adjacent property. This action would let the public know that the city is cooperating with the neighboring developer to move faster and save money by using the same engineering and development teams (chosen through a competitive bidding process.) Dr. Weitz made a point to state that this application does not seek to change the density of the project; it will still contain 225 Class A apartment units.

3. DDA Board Member Recommendations

Mayor Martin introduced Hoschton business owner Mitchell Clark, who was present in the audience, as one of the recommended board members. Dr. Sri Kumar, DDA Co-Chair, spoke on behalf of the other recommended board member, Lendgrin Maddox, who is a lifelong resident and Hoschton business owner.

4. Personnel Policy Update: Paid Time Off

Asst. Clerk Jen Williams explained administrative staff's desire to change the PTO cash out policy to allow employees to cash out 20-40 hours of PTO twice per year, once during the period January-June, and once during the period July-December.

5. Water and Sewer Connection/ System Development Fees

Mayor Martin introduced the proposed updated fee schedule, explaining that developers should bear the costs of infrastructure upgrades through the increased fees.

CITIZEN INPUT *There were no comments from the public.*

EXECUTIVE SESSION (IF NEEDED) *A motion was made to enter executive session for real estate and litigation at 7:11pm by Martin, seconded by Sterling, and all voted in favor.*

A motion was made to exit executive session at 7:46pm by C. Brown, seconded by Lawson, and all voted in favor.

ADJOURN A motion was made to adjourn the meeting at 7:46pm by Martin, seconded by C. Brown, and all voted in favor.

Members Present:

Debbie Martin, Mayor
David Brown, Mayor Pro-Tem
Christina Brown, Councilmember
Scott Courter, Councilmember
James Lawson, Councilmember
Fredria Sterling, Councilmember

Also Present:

Jennifer Harrison, City Manager
Dr. Jerry Weitz, Consulting City Planner
Hu Blackstock, Planning
Abbott S. Hayes, Jr., City Attorney
Jen Williams, Asst. City Clerk
Media

Members Absent:

Jonathan Jackson, Councilmember

Upcoming Events:

December 17 th @ 6:00pm	City Council Regular Meeting
December 18 th @ 6:00pm	Planning & Zoning Commission Meeting
December 19 th @ 6:30pm	Community Conversations: Mental Health Awareness
	<i>Special Guests: Judge Ben Green, Jessica Greene, & Takari Tatum</i>

Approved:

Debbie Martin, Mayor

Jennifer Williams, Assistant City Clerk



REGULAR SESSION
MINUTES

CALL TO ORDER *by Mayor Martin at 6:00pm*

INVOCATION/ MOMENT OF SILENCE *by Dr. Sterling*

PLEDGE OF ALLEGIANCE *led by Mayor Martin*

AGENDA APPROVAL *A motion was made by C. Brown to approve the agenda with no changes, second by D. Brown, and all voted in favor.*

MINUTES APPROVAL

1. November 14, 2024 Public Hearing
2. November 14, 2024 Work Session
3. November 19, 2024 Regular Session

A motion was made by D. Brown to accept the minutes with no changes, second by C. Brown, and all voted in favor.

OLD BUSINESS

1. Resolution 2024-54: A Resolution Accepting From KH Twin Lakes, LLC. The Dedication of 0.235 Acre South of Great Salt Lane, Developed As a Sewage Lift Station in Twin Lakes Planned Unit Development (PUD) And Authorizing the Recording of a Warranty Deed

A motion was made by C. Brown to accept the dedication pending receipt of the warranty deed, second by Sterling, and all voted in favor.

[DM-YES; DB-YES; CB-YES; SC-YES; FS-YES]

NEW BUSINESS

1. Authorize the city to initiate a rezoning request (Z-24-04) for its 11.25 acres of property on the north side of Peachtree Road (Map/Parcels 120/010B, 120/010E, 120/010I, and 120/010C) from R-1 (Single Family Low Density Residential District) to INST (Institutional) District

A motion was made by Courter to authorize the initiation of the rezoning, second by D. Brown, and all voted in favor.

[DM-YES; DB-YES; CB-YES; SC-YES; FS-YES]

2. Authorize the city to initiate a rezoning request (Z-24-05) for 11.5 acres (Kumar's "Enclave" project) from PUD (Planned Unit Development) District, Conditional per Ordinance Z-21-11 as modified by Ordinance Z-22-09, to PUD (Planned Unit Development) District Conditional, to modify certain zoning conditions

A motion was made by Courter to authorize the initiation of the rezoning, second by Sterling, and all voted in favor.

[DM-YES; DB-YES; CB-YES; SC-YES; FS-YES]

3. DDA Board Member Recommendations: Lendgrin Maddox and Mitchell Clark

A motion was made by Courter to approve the appointment of Lendgrin Maddox and Mitchell Clark to the Downtown Development Authority Board, second by Martin, and all voted in favor.

[DM-YES; DB-YES; CB-YES; SC-YES; FS-YES]

4. Personnel Policy Update: Paid Time Off

A motion was made by D. Brown to approve the changes to the personnel policy, second by Courter, and all voted in favor.

[DM-YES; DB-YES; CB-YES; SC-YES; FS-YES]

5. Water and Sewer Connection/ System Development Fees

A motion was made by Courter to approve the updated water and sewer connection fee schedule, second by D. Brown, and all voted in favor.

[DM-YES; DB-YES; CB-YES; SC-YES; FS-YES]

ADJOURN *A motion was made at 6:08pm by Martin to adjourn, seconded by Sterling, and all voted in favor.*

Upcoming Events:

December 18th @ 6:00pm Planning & Zoning Commission Meeting

December 19th @ 6:30pm Community Conversations: Mental Health Awareness

Special Guests: Judge Ben Green, Jessica Greene, & Takari Tatum

Members Present:

Debbie Martin, Mayor
David Brown, Mayor Pro-Tem
Christina Brown, Councilmember
Scott Courter, Councilmember
Fredria Sterling, Councilmember

Members Absent:

Jonathan Jackson, Councilmember
James Lawson, Councilmember

Also Present:

Jennifer Harrison, City Manager
Jen Williams, Assistant City Clerk
Ben Munro, Media

Approved:

Debbie Martin, Mayor

Date

Jennifer Williams, Assistant City Clerk

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2024-56

A RESOLUTION APPROVING UPDATED WATER AND SEWER CONNECTION FEES

WHEREAS, the City of Hoschton requested that the City Engineer investigate and evaluate the City's current water and sewer connection fees;

Now, therefore, based on the findings of the City Engineer, IT IS RESOLVED by the City Council of the City of Hoschton as follows:

1.

The charges for water and sewer connection fees, as more fully described in Exhibit A attached to this resolution, are hereby approved.

SO RESOLVED this 17th day of December, 2024.



Debbie Martin, Mayor



This is to certify that I am Deputy 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.



Jennifer Williams, Deputy City Clerk



CITY OF HOSCHTON CONNECTION FEES

WATER FEES

METER SIZE	METER (GPM)	WATER CONNECTION FEE
¾ INCH	20	\$4,600.00
1 INCH	50	\$11,500.00
1 ½ INCH	100	\$23,000.00
2 INCH	160	\$36,800.00
3 INCH	320	\$73,600.00 PLUS**
4 INCH	500	\$115,000.00 PLUS**
6 INCH	1000	\$230,000.00 PLUS**
8 INCH	1600	\$368,000.00 PLUS**
12 INCH	2800	\$1,219,000.00 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		\$8,800.00
1 INCH		\$22,000.00
1 ½ INCH		\$44,000.00
2 INCH		\$70,400.00
3 INCH		\$140,800.00
4 INCH		\$220,000.00
6 INCH		\$440,000.00
8 INCH		\$704,000.00
12 INCH		\$2,332,000.00

SEWER CONNECTION FEES ARE BASED OFF OF WATER METER SIZE

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2024-57

**A RESOLUTION APPROVING AN UPDATE TO THE PERSONNEL POLICY
REGARDING PAID TIME OFF**

WHEREAS, the governing body of the City of Hoschton ("City") desires to amend the personnel policy, such that employees are aware of their rights and obligations relating to employment by the City; and

WHEREAS, the City has reviewed the personnel policy and wishes to amend Section 11.1 PAID TIME OFF (PTO), as described in "Exhibit A" attached to this resolution.

NOW, THEREFORE BE IT RESOLVED that the governing body of the City of Hoschton 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.

SO RESOLVED this 17th day of December, 2024.

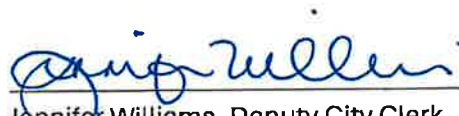


Debbie Martin, Mayor



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

ATTEST:



Jennifer Williams, Deputy City Clerk

"Exhibit A"

SECTION 11 – TIME OFF

11.1 PAID TIME OFF (PTO)

The City recognizes the importance of offering time off for rest, relaxation, scheduled doctor appointments for employee and immediate family, and sick time for the employee or to care for an immediate family member. Therefore, PTO is provided each year based on years of service from the last date of hire. Regular full-time employees are eligible for paid time off accrual as outlined below:

Personal leave is paid leave that is available only to regular full-time employees. Full-time employees laid off due to position discontinuation, lack of funding, or due to legitimate circumstances may still receive accumulated paid leave. The City Manager shall decide when legitimate circumstances exist. Personal leave is not payable to terminated full-time personnel.

All regular full-time City employees begin accumulating personal leave days after their 3 Month (90 Day) Probation period has ended. All PTO is computed annually based on the Employee's date of employment. Up to 160 hours of personal leave for a calendar year may be accumulated and carried forward to the next 12-month period. Any leave accumulated beyond 160 hours as of December 31st each year will be forfeited.

Accumulated PTO hours may be cashed in twice per year, once during the period January-June and once during the period July-December. Requests must be submitted with at least a two-week notice to the payroll department and require approval from the City Manager. An employee must cash in a minimum of 20 hours up to a maximum of 40 hours per request.

Eligible employees (except for probationary employees in their "original probation period") can take leave immediately once hours have been accrued and approved by Department Head and City Manager.

NEW BUSINESS

ITEM #1

CU-24-01 Conditional Use: Day Care

CITY OF HOSCHTON
STATE OF GEORGIA

ORDINANCE NO. CU-24-01

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

WHEREAS, Frank Pittman, applicant, Christian Stewart and Ashishumar Patel, property owners, has filed a complete application for a conditional use permit for a day care center in an MU (Mixed-Use District) zoning district for 2.00 acres fronting on the south side of Eagles Bluff Way and the west side of SR 53 (part of Map/Parcel 119/ 004N1); and

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

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

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

WHEREAS, the Hoschton Planning and Zoning Commission and Hoschton City Council held advertised public hearings on the application, and the city has complied with all applicable laws and ordinances with respect to the processing of such application; and

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

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

Section 1. A conditional use permit for a day care center in an MU (Mixed-Use) zoning district is approved for property legally described in Exhibit A attached to this ordinance, with conditions, subject to conditions described in Exhibit B attached to this ordinance.

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

Ordinance CU-24-01

So ORDAINED this 21st day of January, 2025.

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 ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Jen Williams, Asst. City Clerk

Approved as to Form:

Abbott S. Hayes, Jr., City Attorney

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY REZONED**

All that tract or parcel of land lying and being in Jackson County, Georgia, described by the following metes and bounds:

All that tract, or parcel of land, together with all improvements thereon, containing 2.00 acres, more or less, lying and being in the 1407th District, G.M., Jackson County, Georgia, and being more particularly described as follows:

Beginning at an iron pin at the intersection of the westerly right-of-way of GA Highway 53 and the southerly right-of-way of Eagles Bluff Way, said iron pin being the POINT OF BEGINNING; thence along the right-of way of GA Highway 53 South 00 degrees 19 minutes 15 seconds West, 7.79 feet to an iron pin; thence South 00 degrees 21 minutes 55 seconds West, 136.90 feet to a point; thence South 02 degrees 59 minutes 21 seconds East, 195.02 feet to a point; thence South 12 degrees 24 minutes 27 seconds West, 70.67 feet to an iron pin; thence North 89 degrees 17 minutes 20 seconds West, 207.82 feet to an iron pin; thence North 00 degrees 43 minutes 54 seconds East, 404.84 feet to an iron pin; thence North 89 degrees 17 minutes 20 seconds West, 207.82 feet to a point; thence North 00 degrees 43 minutes 54 seconds East, 3.66 feet to an iron pin; thence South 89 degrees 17 minutes 20 seconds East, 208.53 feet to the POINT OF BEGINNING.

Said tract being the same as Tract 2A on a Minor Final Plat for Creekside Village Commercial, by HRC Engineers dated 09/30/2024 and recorded in Plat Book 00088, page 0222.

A copy of said recorded minor final plat is attached to this Exhibit A.

Also known as part of Map/Parcel 119/004N1, records of the Jackson County Tax Assessor,.

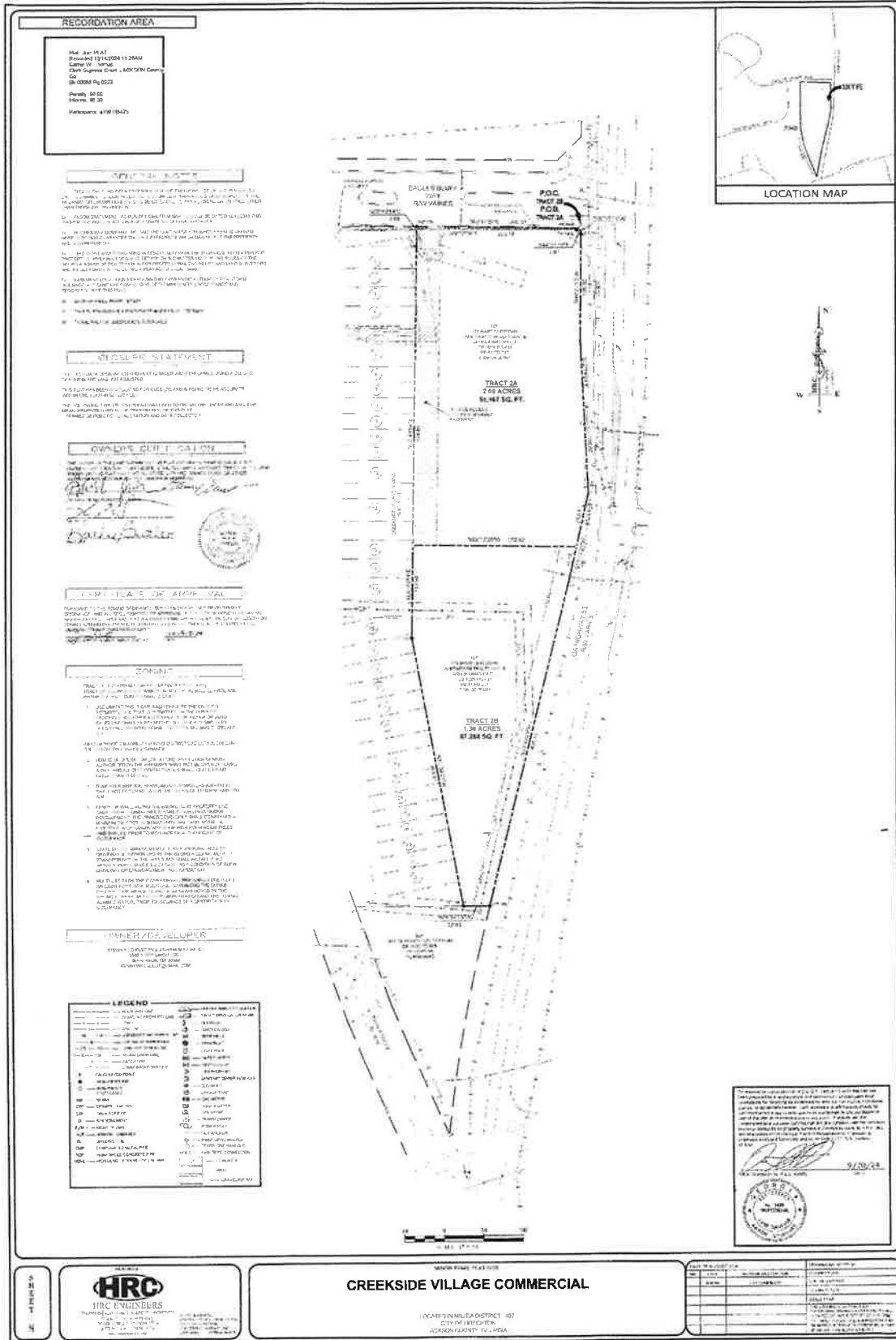


EXHIBIT B
CONDITIONS OF CONDITIONAL USE PERMIT APPROVAL

1. **Access.** The owner/ developer shall construct a two-way driveway, no less than 24 feet wide, connecting Eagles Bluff Way to the south property line of the 2-acre tract and shall authorize and provide inter-parcel access to the tract to the south (1.38 acres, part of Map/ Parcel 119/004N1, approved for a car wash).
2. **Second access.** The subject property shall provide a second means of access to SR 53 in addition to the principal access onto Eagles Bluff Way. That additional access is subject to approval of the Georgia Department of Transportation and may be provided either on the subject property or on the abutting property to the south (1.38 acres, part of Map/ Parcel 119/004N1, approved for a car wash) if that property owner authorizes such access. The second access will be completed and operational before opening the day care center.
3. **Building height.** Building height on the subject property shall be limited to two stories and 40 feet.
4. **Hours of operation limitations.** Any establishment authorized on the subject property shall not operate between the hours of 11:00 p.m. and 4:00 a.m.
5. **Dumpster service.** Servicing of dumpsters (emptying) shall not occur between the hours of 11:00 p.m. and 7:00 a.m.
6. **State route improvements.** If an additional access driveway is authorized by the Georgia Department of Transportation to/from the subject property onto SR 53, the owner/ developer shall install road improvements specified by GDOT as a condition of such driveway or encroachment authorization.
7. **Exterior building material finishes.** All buildings on the subject property shall be finished on all sides with exterior building material finishes consistent with Article V of the zoning ordinance.
8. **Sidewalk.** The owner/developer shall install a five-foot-wide sidewalk along the entire property frontage of Eagles Bluff Way, prior to issuance of a certificate of occupancy for any building on the subject property. If necessary to construct said sidewalk in the right of way, the owner/ developer shall dedicate at no cost to the City additional right of way along the entire property frontage on the south side of Eagles Bluff Way prior to issuance of a certificate of occupancy for any building on the subject property.
9. **Multi-use path.** The owner/developer shall install an eight-foot-wide multi-use path along the entire property frontage along SR 53 as approved by the Georgia Department of Transportation and the zoning administrator, prior to issuance of a certificate of occupancy for any building on the subject property.

Ordinance CU-24-01

10. **State permit.** A copy of the state-issued permit, required per Rules for Child Care Learning Centers, Chapter 591-1-1, Georgia Department of Early Care and Learning, updated March 16, 2014, as may be amended from time to time, for the day care center shall be submitted to the zoning administrator prior to the commencement of operations.
11. **Parking lot traffic.** There shall be one-way traffic flow in the parking lot.
12. **Use limitation.** The subject property shall be limited to a day care center and accessory structures and uses only (i.e., no additional retail building or use).
13. **Frontage wall and fence.** Prior to the commencement of operations, the owner/ developer shall install along the SR 53 property frontage a minimum four-foot-high brick masonry wall topped with a minimum two-foot-high and maximum four-foot-high decorative aluminum picket fencing (total height of wall and fence shall be a maximum of eight feet).

**CITY OF HOSCHTON, GEORGIA
ZONING ADMINISTRATOR'S
REPORT**



TO: Hoschton Planning & Zoning Commission
Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting City Planner

DATE OF REPORT: December 11, 2024

SUBJECT REQUEST: **CU 24-01:** conditional use for day care center in MU zoning district)

PLANNING COMMISSION: December 18, 2024 @ 6:00 p.m. (public hearing)

CITY COUNCIL HEARING: January 9, 2025 @ 6:00 p.m.

VOTING SESSION: January 24, 2025 @ 6:00 p.m.

APPLICANT: Frank Pittman, PE

OWNER(S): Christian Stewart and Ashishumar Patel

LOCATION: Fronting on the south side of Eagles Bluff Way and the west side of SR 53

PARCEL(S) #: Part of 119/ 004N1

ACREAGE: 2.00

EXISTING LAND USE: Vacant/undeveloped

PROPOSED USE: Day care center

SURROUNDING LAND USE AND ZONING:

North: (across Eagles Bluff Way): Park (City of Hoschton), INST

East: (across SR 53), vacant, C-2 (General Commercial/ Highway Oriented District); apartments, MFR (Multiple-Family Residential District)

South: Vacant, C-3 (Commercial Motor Vehicle Service and Repair District), conditional (Z-23-07) (approved for car wash)

West: Fee simple townhouses, MU (under construction)

RECOMMENDATION: Approval, Conditional



Aerial Photograph/Tax Map (site is part of parcel)

BACKGROUND AND APPLICATION SUMMARY

The subject property is part of the Creekside Village project, which includes detached single-family homes and which originally included C-2 (highway commercial) zoning and uses proposed between the subdivision and SR 53. An MU zoning district was created via text amendment to the zoning ordinance, and in 2019 all of the property between Creekside Village subdivision and SR 53 was rezoned to MU. The MU zoning district when created authorized fee simple townhouses as well as various neighborhood commercial uses.

This application follows a text amendment, applied for by the applicant and approved by City Council (Ordinance TA-2024-06 adopted October, 2024), to allow day care centers as conditional uses in the MU zoning district. The applicant wanted day care to be a permitted use and applied for the text amendment that way; Council subsequently approved the text amendment authorizing day care centers as “conditional” rather than permitted uses in the MU zoning district.

The applicant now seeks approval of a conditional use permit for a day care center in an MU (Mixed-Use) zoning district. The site consists of 2.00 acres fronting on the south side of Eagles Bluff Way and with frontage on the west side of SR 53. The western part of the MU zoning district has been divided and final platted for fee-simple townhomes (i.e., Creekside Village Townhouses). The parcel to the south was rezoned from MU to C-3 for a car wash in 2023 (Z-2023-07) but it has not yet been constructed.

A site plan and letter of intent are included as attachments to this report. On the 2-acre site, the applicant proposes 13,406 square feet of day care center building. The site plan also shows intent to construct a 4,000-square foot retail building on the site. Uses within the 4,000 square foot retail building would be limited to those uses permitted in the MU zoning district.

STANDARDS GOVERNING EXERCISE OF ZONING POWER

Note: The Planning Commission and City Council may adopt the findings and determinations of staff as written (provided below), or they may modify them. The commission or council may cite one or more of these in its own determinations, as it determines appropriate. Commission or council may modify the language provided here, as necessary, in articulating its own findings. Or, the commission and council can reject these findings and make its own determinations and findings for one or more of the criteria provided below. Commission and Council do not need to address each and every criterion, but only those that are relevant to support their own determinations.

Note: The applicant has addressed these findings (attached to this staff report); below are consulting planner's findings.

Criteria Adopted in the Hoschton Zoning Ordinance (Section 8.03) are shown below followed by staff findings:

Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Finding: The subject site is zoned for certain commercial uses. Uses permitted in MU include enclosed retail trade establishments, business service establishments less than 2,500 square feet in area, finance, insurance and real estate establishments, fitness centers, laundromats, offices, personal service establishments, and restaurants without drive-through windows, among others. The day care center proposed is a commercial use that is considered suitable at the subject location in view of other commercial uses permitted in the MU zoning district and given approval of C-3 zoning to the south for a car wash.

Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.

Finding: The subject property abuts fee-simple townhouse lots in the MU zoning district. There is no buffer requirement for commercial uses abutting fee-simple townhouses in the MU zoning district. The existing/ proposed fee-simple townhouse buildings/ units will back up to a commercial access drive proposed on the subject property. When the townhouses were final platted and variances granted for that project, the townhouse project owner was required per Ordinance V-23-06 to construct a six-foot-high solid wooden fence or masonry wall and to plant evergreen trees so as to provide some buffering and separation of the townhomes from future commercial development (the subject property and the proposed car wash to the south). That is about all that can be accomplished by way of buffer and separation between the townhouse units and the subject commercial property. While there is not much if anything else that can be done to separate the uses, the proposed day care center will generate traffic and noise visible and audible from the back yards of the townhouse units that could reduce the usability of the townhouse units. However, that is part of the concept behind the mixed use district as adopted, so that the two uses could be located in close proximity to one another. Also, any other commercial use permitted on the site is likely to have the same general impacts as would a day care center, with the possible exception of outside noise from children at play within the day care center.

Whether the property to be affected by the proposal has a reasonable economic use as currently zoned.

Finding: As noted, a variety of commercial uses are permitted outright in the MU zoning district. Therefore, the subject property has a reasonable economic use as currently zoned, even if the requested conditional use permit is not granted (***does not support request***).

Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Finding: The subject property will utilize Eagles Bluff Way as the principal access to and from the commercial property. There has been some public concern raised, in discussing the text amendment that made the day care center a conditional use in the MU zoning district, about all of the traffic coming out onto Eagles Bluff Way. Per the application, the day care center is expected to generate 638 average daily vehicle trips; that figure does not include additional trips from the 4,000-square-foot retail building also proposed on the site. The applicant has indicated willingness to provide inter-parcel access to the car wash tract to the south (currently controlled by the subject property owners). Some have advocated that some of the project's traffic be distributed to the south, through the car wash property, to SR 53. The applicant previously provided a letter from the Georgia Department of Transportation, indicating that the state would (subject to the typical requirements) authorize a right-out curb cut onto SR 53 (letter attached at the end of this report). Provision of such inter-parcel connection and access to southbound SR would be desirable in terms of distributing some of the traffic and avoiding the swamping of traffic waiting to turn left or right from Eagles Bluff Way onto SR 53 northbound and southbound. Hence, without two means of access as described here, the proposed day care center and retail building could result in excessive or burdensome utilization of Eagles Bluff Way and its intersection with SR 53 (***does not support request***). That excessive or burdensome impact can be mitigated to some extent by requiring, as a condition of conditional use permit approval, that inter-parcel access be provided and another curb to SR 53 on the subject property or abutting property to the south (***supports conditional approval***).

Whether the proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and/or future land use plan map.

Finding: The city's future land use plan map, amended in 2024, shows the subject property as appropriate for commercial uses. The proposed day care center as a commercial use is considered in conformity with the policy and intent of the comprehensive plan including the future land use plan map (***supports request***).

Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

Finding: It is important to emphasize that a number of commercial uses are permitted outright on the subject property, and that they can be constructed without attention to mitigating traffic or noise impacts. In that light, the conditional use permitting process offers the city an extra opportunity to mitigate concerns. However, the nature of such mitigation proposals should be proposed in the context that, for any use other than the day care center requested under the conditional use, no mitigation would be required (***inconclusive***).

Whether the proposal would have an impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.

Finding: The subject property drains to the Creekside Village residential subdivision through the townhouse project and Eagles Bluff Way. The detention ponds in Creekside Village were sized to accommodate commercial development on the subject site. The area is not subject to flooding. Compliance with applicable codes will be required. Therefore, no adverse impacts on the environment, including soil erosion and sedimentation, flooding, drainage, and air and water quality are expected to occur if the subject request is approved and day care center constructed (***supports request***).

CONCLUSION

Although a day care center requires a conditional use permit to develop in the MU zoning district, the subject property is zoned for a variety of neighborhood-serving commercial uses that are allowed outright and the impacts for which would not be mitigated. The proposed day care center is considered appropriate for the site, given that many other neighborhood commercial uses can also be constructed on the site, if it is developed subject to the recommended conditions of approval. Those other uses include a hotel. Approval with conditions is therefore recommended. A number of conditions are recommended if this request is approved.

RECOMMENDED CONDITIONS OF APPROVAL

If this conditional use permit application is approved, it should be approved **CONDITIONAL**, subject to the owner's agreement to abide by the following conditions:

1. **Access.** The owner/ developer shall construct a two-way driveway, no less than 24 feet wide, connecting Eagles Bluff Way to the south property line of the 2-acre tract and shall authorize and provide inter-parcel access to the tract to the south (1.38 acres, part of Map/ Parcel 119/004N1, approved for a car wash).
2. **Second access.** The subject property shall provide a second means of access to SR 53 in addition to the principal access onto Eagles Bluff Way. That additional access is subject to approval of the Georgia Department of Transportation and may be provided either on the subject property or on the abutting property to the south (1.38 acres, part of Map/ Parcel 119/004N1, approved for a car wash) if that property owner authorizes such access.
3. **Building height.** Building height on the subject property shall be limited to two stories and 40 feet.
4. **Hours of operation limitations.** Any establishment authorized on the subject property shall not be open 24 hours a day, and all outdoor activities shall cease by no later than 11:00 p.m.
5. **Dumpster service.** Servicing of dumpsters (emptying) shall not occur between the hours of 11:00 p.m. and 7:00 a.m.
6. **State route improvements.** If an additional access driveway is authorized by the Georgia Department of Transportation to/from the subject property onto SR 53, the owner/ developer shall install road improvements specified by GDOT as a condition of such driveway or encroachment authorization.
7. **Exterior building material finishes.** All buildings on the subject property shall be finished on all sides with exterior building material finishes consistent with Article V of the zoning ordinance.
8. **Sidewalk.** A five-foot-wide sidewalk shall be installed along the entire property frontage of Eagles Bluff Way, prior to issuance of a certificate of occupancy for any building on the subject property. If necessary to construct said sidewalk in the right of way, the owner/ developer shall dedicate at no cost to the City additional right of way along the entire property frontage on the south side of Eagles Bluff Way prior to issuance of a certificate of occupancy for any building on the subject property.
9. **Multi-use path.** The owner/developer shall construct an eight-foot-wide multi-use path along the entire property frontage along SR 53 as approved by the Georgia Department of Transportation and the zoning administrator, prior to issuance of a certificate of occupancy for any building on the subject property.

10. **State permit.** A copy of the state-issued permit, required per Rules for Child Care Learning Centers, Chapter 591-1-1, Georgia Department of Early Care and Learning, updated March 16, 2014, as may be amended from time to time, for the day care center shall be submitted to the zoning administrator prior to the commencement of operations.

Conditional Use Application, City of Hoschton, GA (continued)

CONDITIONAL USE DECISION CRITERIA

Per Section 8.04 of the Hoschton Zoning Ordinance, the following criteria are applicable to decisions on conditional uses. The applicant is urged but not required to substantiate the request by responding to these criteria which provide reasons for approving the application:

- (a) Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.**

Response: The proposed use of a daycare facility is similar to and fits with the adjacent public school. It is also suitable to offer services to the adjacent townhome development.

- (b) Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.**

Response: It will not adversely affect the usability of adjacent properties. It fits with the development patterns in the area.

- (c) Whether the property to be affected by the proposal has a reasonable economic use as currently zoned.**

Response: The uses allowed by right in the MU zoning are not uses that are reasonable for this location. The proposed daycare facility is reasonable being adjacent to a school and high density residential.

- (d) Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**

Response: A daycare facility is not a high traffic nor utilities use and it does not put kids in the school system. It is a service use for existing residents.

Conditional Use Application, City of Hoschton, GA (continued)

- (e) Whether the proposal is in conformity with the policy and intent of the comprehensive plan including the character area map and/or future land use plan map.**

Response: The future land use plan map depicts this parcel as commercial which would make this proposal in conformity with the intent of the comp plan and FLU map.

- (f) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.**

Response: More dense single family residential property is being developed in the vicinity of this parcel which leads itself to more young families in the area. This makes this site ideal for a daycare facility to service these young families.

- (g) Whether the proposal would create an isolated zoning district unrelated to adjacent and nearby districts.**

Response: This proposal is not to rezone the parcel from it's existing zoning class but to request a Conditional Use Permit for the development of a daycare facility which would be similar to the school and other uses in the area.

- (h) Whether the proposal would have an impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.**

Response: The proposal would have more greenspace than other commercial uses that could be developed on this parcel. There is no adverse impact on the environment. All local and state guidelines for erosion control and stormwater management will be followed.

HOSCHTON DAYCARE – CREEKSIDE VILLAGE COMMERCIAL

CONDITIONAL USE REQUEST SUBMITTED 10/31/2024

GENERAL DATA

Property Address: 0 Hwy 53 – Portion of Parcel 119 004N1 (Tract 2A from admin subd plat)
Owner: Christian Stewart, Whitworth Realty Adv & Ashishumar Patel
Existing Zoning: MU (Mixed Use)
Proposed Use requiring Conditional Use: Daycare Facility in MU Zoning
Property Area: 2.00 acres

ADJACENT LAND USES AND ZONING

North – Eagles Bluff Way
West – Creekside Village Townhomes
East – GA Hwy 53
South – undeveloped parcel (C-3 Zoning)

OWNERSHIP TYPE

Property will be developed by Peach State Daycare, an Oconee County business entity.

SITE AND CONDITIONAL USE REQUEST NARRATIVE

The total property consists of approximately 2.00 acres and is currently zone MU and is undeveloped. Access is from Eagles Bluff Way via an existing curb cut and access/utility/drainage easement. The surrounding area has grown with adjacent properties consisting of townhomes, parks, and public schools. This planned daycare would provide a much needed facility to serve these adjacent young families' needs.

SITE DESCRIPTION

The property is located at Hwy 53 and Eagles Bluff Way in the City of Hoschton. The requested Conditional Use request is in keeping with the surrounding uses.

The property is comprised of 2.00 acres and is the commercial component of the Creekside Commons development.

PROPOSED BUILDINGS, ARCHITECTURE, AND MATERIALS

The proposed development would consist of a daycare facility. The architecture will consist of brick, wood, and hardiplank siding with colors and styles to match their other facilities. See provided architectural images for the look of the building.

The proposed building would be up to a total of 13,406 sf. The facility would have outdoor playground and meet all state requirements for a daycare facility.

ACCESS

Access will be from Eagles Bluff Way via an existing access easement.

TRAFFIC IMPACT

Per the Institute of Transportation Engineers, Trip Generation, 11th Edition (ITE Manual), the proposed development does not generate the 1,000 trips per day that is required to trigger a Traffic Impact Analysis.

Projected trips are as follows:

Day Care Facility (Use Code 565) – 13,406 sf = 638 ADT

WATER SUPPLY

Water will be provided by municipal water supply.

SEWAGE DISPOSAL

Sewage disposal will be provided by municipal sewer.

GARBAGE COLLECTION

Garbage collection will be handled by private contractor via dumpsters. Dumpsters will be shielded from view per the City of Hoschton requirements.

UTILITIES

Electricity and Data will be provided by power/data providers in the area.

STORMWATER MANAGEMENT AND DRAINAGE

This project will utilize the existing stormwater pond to manage stormwater management per the City of Hoschton Stormwater Ordinance. To convey stormwater to the pond, curb and gutter along with RCP, CMP, or HDPE stormpipe will be utilized to carry the stormwater runoff to the system.

IMPACT TO SCHOOL SYSTEM

There will not an effect on the school system as the DayCare will not cause families to move into the community.

PROJECT SCHEDULE

Once Conditional Use is approved in early 2025 then site development plans will be created and permitted to begin construction in the late of 2025. The project will be built in one phase.

SIGNAGE

The project will have signage that will meet the City of Hoschton sign ordinance and be permitted through the sign permit process.

LANDSCAPING & BUFFERS

Landscape strips, parking lot buffers, and parking lot tree plantings will be installed in accordance with the City of Hoschton Landscape Ordinance.

PARKING

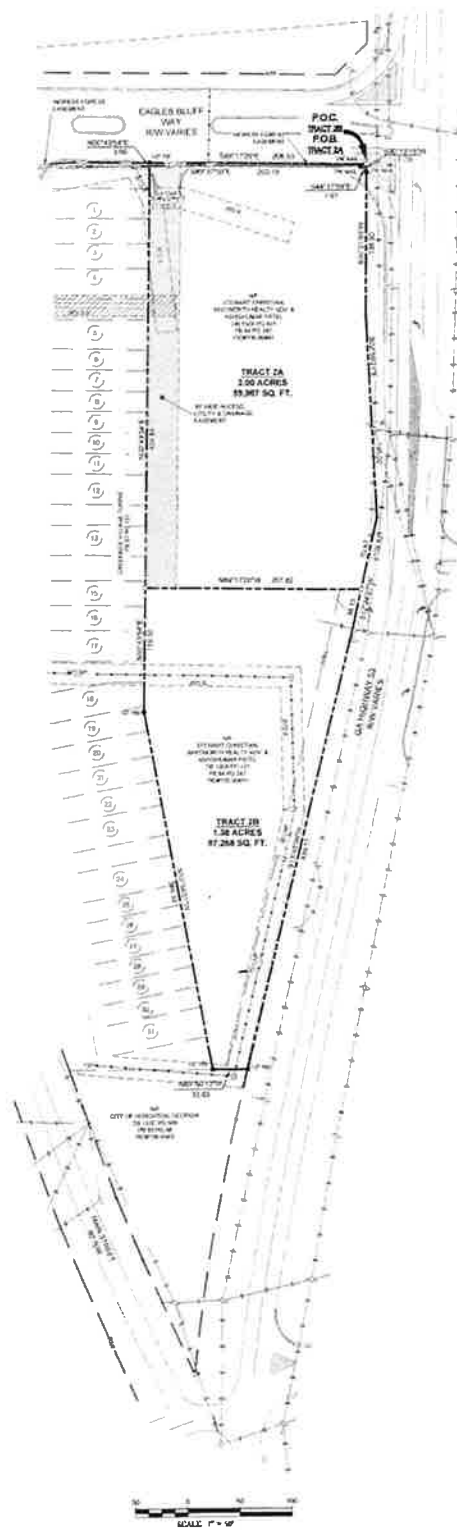
Parking will be provided onsite to meet the City of Hoschton requirements.

ESTIMATED VALUE OF PROJECT

The complete expansion of the project is estimated to be valued at \$3,000,000.

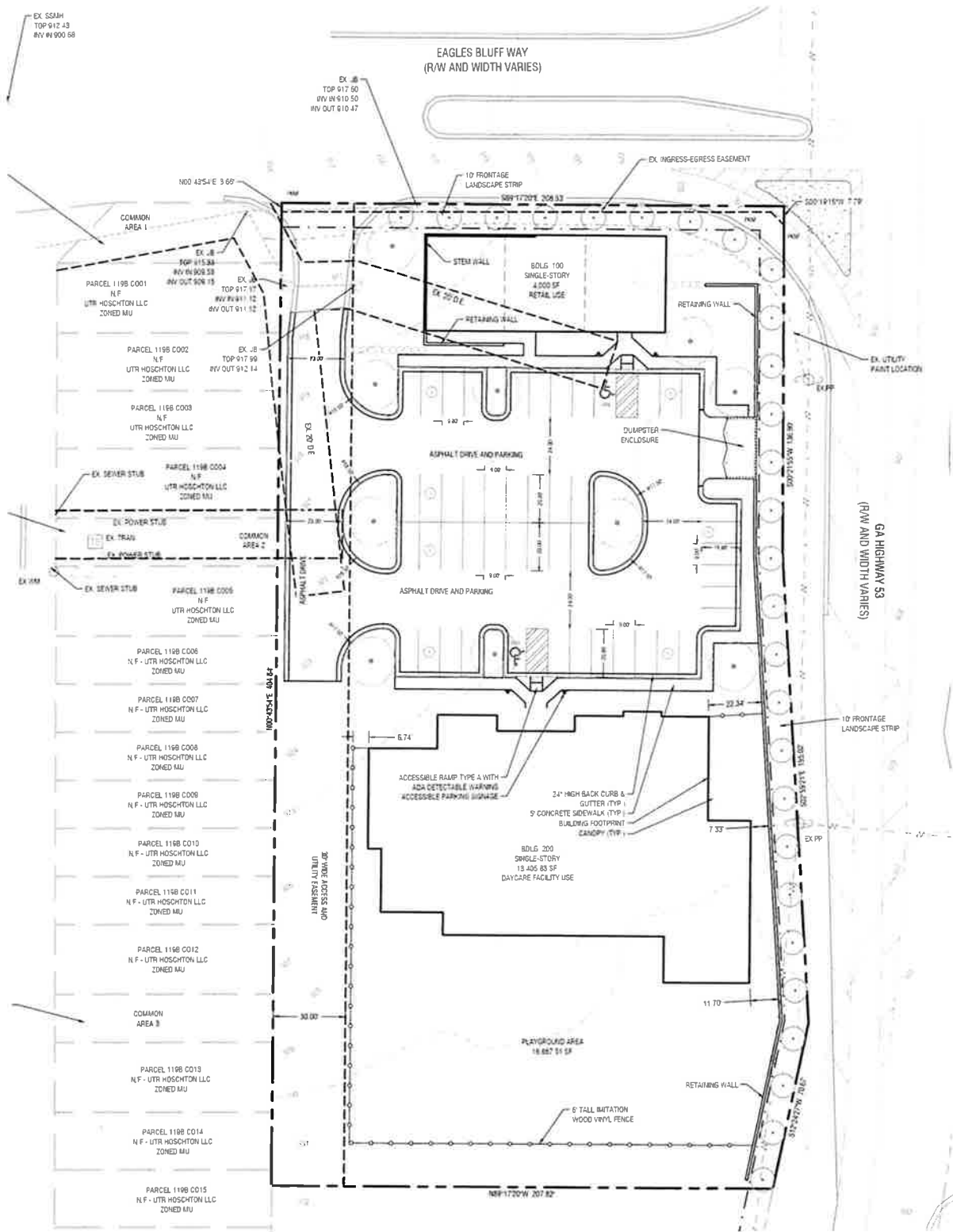
REPRESENTATIVE ARCHITECTURE



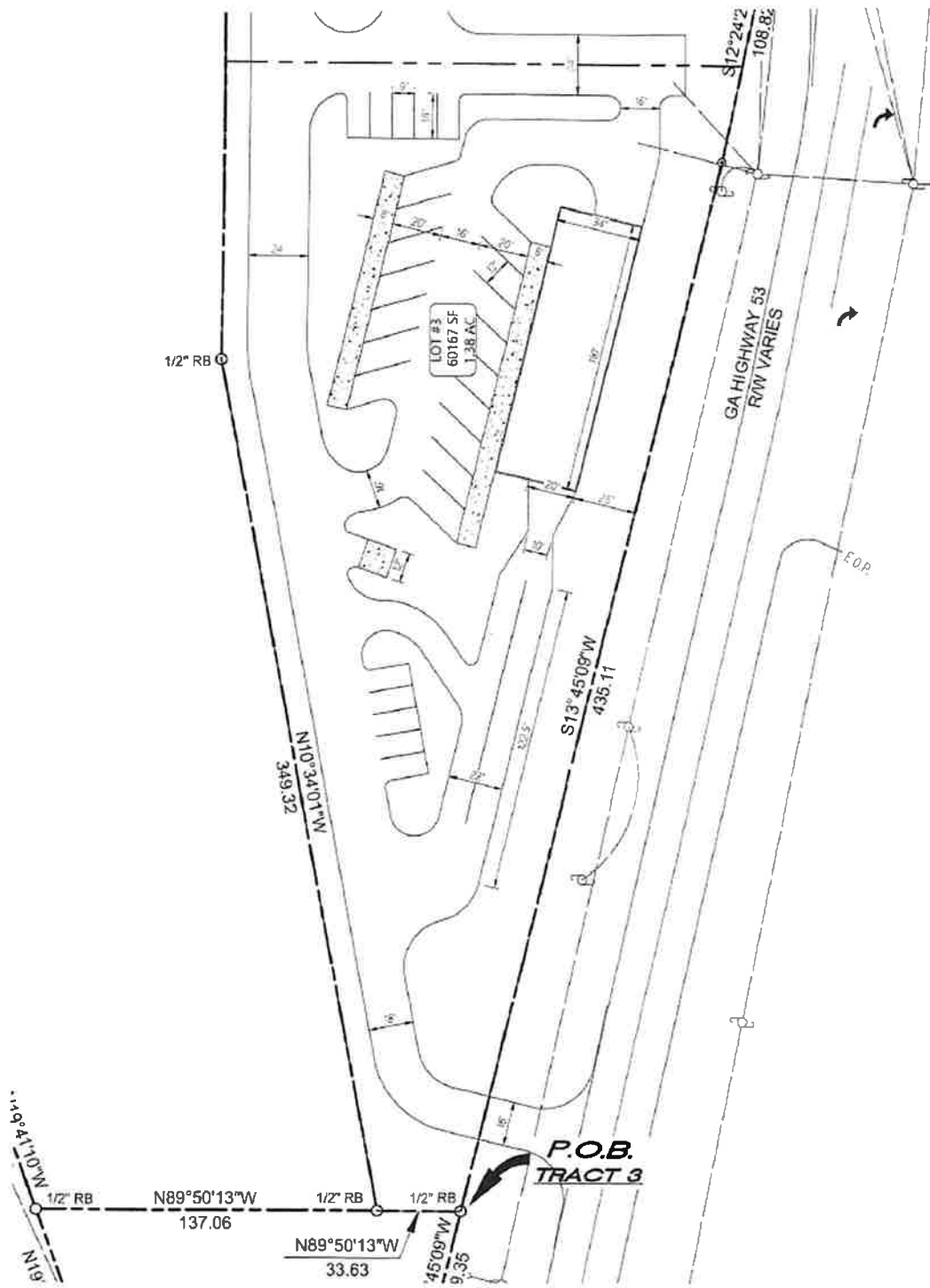


Recorded Plat

CU-24-01 Day Care Center in MU Zoning District



Site Plan Excerpt



Site Plan for Car Wash to South of Subject Property (Z-23-07)



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

10/22/2024
Whitworth Realty
ATTN: Christian Stewart and Ashishumar Patel
3505 River Birch Loop
Jefferson, GA 30549

Subject: Access to Property; Jackson County;
Parcel Number: 119 004N1

To whom it may concern,

Dependent upon with all Department of Transportation requirements in effect at the time a permit is requested and your compliance with any current or future authorizations under Georgia Code 32-6-11, we will approve a Right out Only if applicant meets all requirements.

Please contact Veronica Chavers 770-533-8488 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jonathan Peevy".

Jonathan Peevy, P.E.
District Traffic Engineer

JP/AF
CC: kennywillsellit@gmail.com

MINUTES
HOSCHTON PLANNING AND ZONING COMMISSION
December 18, 2024 at 6:00 p.m.
Hoschton Community Center
65 City Square, Hoschton, GA, 30548

I. Call to Order/Roll Call

The meeting was called to order by Chair Moody at 6:00 p.m.

Commissioners in Attendance (all):

Ms. Christina Moody, Chair
Mr. Geoffrey Horney
Mr. Scott Butler
Ms. Brenda Stokes
Mr. Ace Acevedo, Vice Chair
Mr. Chuck Jonaitis
Mr. Tom Viveló

Staff Present:

Ms. Jen Williams, Asst. City Clerk
Mr. Hu Blackstock, Planning / Inspector
Dr. Jerry Weitz, Consulting Planner

II. Recognitions:

Mayor Martin, Councilmember Tina Brown and Councilmember Dave Brown were in attendance and were recognized.

III. Pledge of Allegiance

The pledge was led by Chair Moody.

IV. Moment of Silence for Individual Prayer and Self-Reflection

Chair Moody called for individual prayer and self-reflection.

V. Approval of Minutes

Minutes of the November 20, 2024, meeting were reviewed. A motion to approve as presented was made by Tom Viveló, seconded by Geoffrey Horney, and passed unanimously (7-0).

VI. Public Comment (5-minute time limit) (for items unrelated to public hearings on agenda items) (sign-in required)

No public comments were made.

VII. New Business – Public Hearings

CU-24-01 Conditional Use: Frank Pittman, applicant, Christian Stewart and Ashishumar Patel, property owners, seek a conditional use permit for a day care center in an MU, Mixed-Use Zoning District for 2.0 acres (part of Map/Parcel 119/004N1) fronting on the south side of Eagles Bluff Way and the west side of SR 53. [consulting planner recommendation: approval, conditional]

Frank Pittman was present to explain the application. He represents a day care group out of Watkinsville. He indicated there are many commercial uses allowed outright in the MU zoning district and that it was appropriate to have a day care center constructed on the site. Mr. Pittman indicated the site plan shows 13,406 square feet of day care center and a 4,000 square foot retail center which is a placeholder for the leftover land on the tract. No one else spoke in favor. There was no one to speak in opposition to the request. The public hearing was closed.

Commissioner Scott Butler indicated the project if approved would pose financial hardship on the city. He mentioned traffic studies that have exponential increases in traffic including p.m. peak conditions. According to the mobility study for Braselton-Hoschton, several intersections along SR 53 are operating at levels of service “E” and “F” currently. Mr. Butler stated that the car wash proposed on the site to the south was spot zoned and that other commercial uses would not have the same peak hour traffic as the day care center. A hotel would generate taxes. A traffic signal if needed at Eagles Bluff Way and SR 53 would be costly. The day care center would add 600+ cars on Eagles Bluff Way, in addition to traffic from 144 single-family homes and 30 or so fee simple townhomes. Mr. Butler also addressed the letter from Georgia Department of Transportation that was made a part of the consulting planner’s report. He indicated that GDOT felt differently now about possible required road improvements once it was made evident to them that a day care center was also proposed. Mr. Butler indicated a study was need with regard to turn lanes, that GDOT mentioned the need for a crash analysis, and that he could not support the project without driveway and crash analyses submitted by a traffic engineer in a study paid for by the applicant.

Commissioner Ace Acevedo also discussed the access issues for the day care center, in particular who would build additional access to SR 53 and the timing for construction. Frank Pittman indicated he didn’t think a right out driveway onto SR 53 would help that much and that it may not be a benefit. Mr. Pittman indicated he believed his client would be willing to do a traffic study of the type requested but that the conditional use permit would need to go forward and the study would be a condition of conditional use approval. Also, any recommendations of such a study could become conditions of approval of a land disturbance/development permit.

Consulting planner Weitz indicated that he liked Council member David Brown’s idea of using the triangle of property owned by the city at the intersection of Main Street, SR 53, and West

Jefferson Street. Making some such arrangement might distribute traffic from the area better than any right out driveway onto SR 53.

There was discussion among the members about wording of conditions and additional conditions. **A motion was made by Chuck Jonaitis, seconded by Geoffrey Horney, and passed unanimously (7-0) to approve the conditional use permit application with the following conditions:**

1. **Access.** The owner/ developer shall construct a two-way driveway, no less than 24 feet wide, connecting Eagles Bluff Way to the south property line of the 2-acre tract and shall authorize and provide inter-parcel access to the tract to the south (1.38 acres, part of Map/ Parcel 119/004N1, approved for a car wash).
2. [condition removed].
3. **Building height.** Building height on the subject property shall be limited to two stories and 40 feet.
4. **Hours of operation limitations.** Any establishment authorized on the subject property shall not be open 24 hours a day, and all outdoor activities shall cease by no later than 11:00 p.m.
5. **Dumpster service.** Servicing of dumpsters (emptying) shall not occur between the hours of 11:00 p.m. and 7:00 a.m.
6. **State route improvements.** If an additional access driveway is authorized by the Georgia Department of Transportation to/from the subject property onto SR 53, the owner/ developer shall install road improvements specified by GDOT as a condition of such driveway or encroachment authorization.
7. **Exterior building material finishes.** All buildings on the subject property shall be finished on all sides with exterior building material finishes consistent with Article V of the zoning ordinance.
8. **Sidewalk.** A five-foot-wide sidewalk shall be installed along the entire property frontage of Eagles Bluff Way, prior to issuance of a certificate of occupancy for any building on the subject property. If necessary to construct said sidewalk in the right of way, the owner/ developer shall dedicate at no cost to the City additional right of way along the entire property frontage on the south side of Eagles Bluff Way prior to issuance of a certificate of occupancy for any building on the subject property.
9. **Multi-use path.** The owner/developer shall construct an eight-foot-wide multi-use path along the entire property frontage along SR 53 as approved by the Georgia Department of Transportation and the zoning administrator, prior to issuance of a certificate of occupancy for any building on the subject property.

10. **State permit.** A copy of the state-issued permit, required per Rules for Child Care Learning Centers, Chapter 591-1-1, Georgia Department of Early Care and Learning, updated March 16, 2014, as may be amended from time to time, for the day care center shall be submitted to the zoning administrator prior to the commencement of operations.
11. **Traffic study.** The applicant shall be required to provide a traffic study prepared by a traffic engineer including crash analysis. Recommendations of the study will become requirements of development permit approval.
12. **Parking lot traffic.** There shall be one-way traffic flow in the parking lot.

Z-24-03 Annexation and Zoning: JTG Holdings, LLC, applicant, Ida Cook Charitable Trust by Ida Cook, Trustee, property owner, seeks annexation and R-3 (Single Family Moderate Density Residential District) zoning for 16.177 acres (part of Map/Parcel 112/035) fronting on the north side of Maddox Road across from Stanford Way. Proposed use: Detached, single-family residential subdivision (37 lots). [consulting planner recommendation: denial of annexation; conditional approval of R-3 zoning if annexed]

Alex Mitchem with LJA Engineers was present to explain the application. He stated his client is doing the subdivision to the west. The client had requested annexation into Braselton but that request was denied. He also stated, in response to the point made about possible lack of sewer capacity in Hoschton, that the project might be served by Braselton in terms of water and sewer if desired. No one else spoke in favor.

Mr. Randall Cathey, 1127 Maddox Road, spoke in opposition to the application. He noted he wanted to be sure his access easement was retained. An access easement is shown on the site plan. Mr. Cathey indicated he did not want the driveway to have stormwater in it and that the driveway needed to drain onto the subject property rather than his property. He also indicated he would like to have a 50-foot-wide buffer abutting his property.

No one else spoke in opposition. The public hearing was closed.

The planning commission discussed the applications for annexation and zoning. One issue was who would own the water and sewer lines if Braselton served the project. Planner Weitz responded that if annexed and the subdivision is built the lines in the streets would be owned by the city of Hoschton even if Braselton treated the sewage effluent from the subdivision.

Commissioner Ace Acevedo stated he would like to see the minimum house size increased to 1,800 square feet. Also, he proposed that garages be wide (18 feet width by 24 feet in depth). Commissioner Scott Butler indicated that the annexation if approved would generate little revenue.

Weitz indicated that the motion on annexation should be addressed first and separate from the zoning. Then, if the recommendation was to approve the annexation, the planning commission could address further the zoning issue.

A motion was made by Scott Butler, seconded by Tom Vivel, and passed unanimously (7-0), to recommend denial of the annexation application. Because of the recommendation to deny the annexation, the commission made no recommendation on the zoning.

VIII. Other Business

Discussion of Hoschton Sign Ordinance

Commissioner Ace Acevedo provided a list of suggested considerations in amending the sign ordinance. He discussed several of them, including a desire to restrict signs within 150 feet of a crosswalk, the need to prohibit violence and hate in advertising, to prohibit hand-written sign copy, and to limit signs on vacant properties. Commissioner Scott Butler indicated there was no cohesive plan to benefit business signage and that additional (city sponsored) advertising might be a better benefit to businesses. Commissioner Chuck Jonaitis indicated that he had received and reviewed Forsyth County's sign ordinance and that he would make it available if anyone wanted to see it.

The recommendations made by the commission can be further considered in future sign code amendment efforts.

IX. Adjournment.

The meeting was adjourned at 7:49 p.m.

Respectfully submitted,



Jerry Weitz, Consulting Planner

Approved by the Commission:

Christine Moody, Chair

From: Planning
Sent: Wednesday, December 18, 2024 1:51 PM
To: Jen Williams
Subject: FW: Proposed additional condition for daycare

Please print for inclusion in PZ packages.

Jerry Weitz, PhD, FAICP, Consulting City Planner
City of Hoschton
61 City Square Hoschton, GA 30548
planning@cityofhoschton.com
Office Phone: 706-654-3034

From: Christina Brown <cbrown@cityofhoschton.com>
Sent: Wednesday, December 18, 2024 9:13 AM
To: scott blythemedical.com <scott@blythemedical.com>; Planning <planning@cityofhoschton.com>
Subject: Proposed additional condition for daycare

Good morning,

I have been advised that the best way to provide input to P&Z is directly. While I am not advocating for or against the proposed daycare you will be discussing tonight, I would like to encourage the inclusion of conditions for safety for the proposed daycare facility. I am very concerned about the close proximity to Hwy 53. One suggestion I had is that a barrier wall along Hwy 53 be added as a condition. In looking at the Site Plan Excerpt, I believe there is a retaining wall included. Would it be wise to spell this out in the conditions to avoid the possibility of losing that safety measure? Also, within the condition, we could ensure block construction, sufficient height, etc.

Thanks for your consideration,
Tina

From: Planning
Sent: Wednesday, December 18, 2024 7:21 AM
To: Jen Williams
Cc: fpittman@pittmangreer.com
Subject: FW: 53 proposal at Eagle Bluff

Correspondence that should become part of the record.

Jerry Weitz, PhD, FAICP, Consulting City Planner
City of Hoschton
61 City Square Hoschton, GA 30548
planning@cityofhoschton.com
Office Phone: 706-654-3034

From: scott blythemedical.com <scott@blythemedical.com>
Sent: Monday, December 16, 2024 4:33 PM
To: Jerry Weitz <jweitz@bellsouth.net>; Planning <planning@cityofhoschton.com>
Subject: Fwd: 53 proposal at Eagle Bluff

Jerry,
I am deeply concerned about the safety of the citizens traveling on Hwy. 53 regarding this development. It appears the applicant is misleading the city regarding the exit to 53. I will have many questions Wednesday.
Scott

Begin forwarded message:

From: "Peevy, Jonathan" <jpeevy@dot.ga.gov>
Subject: RE: 53 proposal at Eagle Bluff
Date: December 16, 2024 at 4:19:35 PM EST
To: scott blythemedical.com <scott@blythemedical.com>

Scott,
Based on the site, we would want a study to just confirm what would be needed at Eagles Bluff. It appears that the turn lanes are already the required length needed for the speed limit, but a crash analysis may yield a little more be needed. We did previously agree to an exit only at the end of the car wash lot, but that was prior to knowing that a day care and retail site was going on the property as well.

Jonathan Peevy, P.E.
District Traffic Engineer

CU-24-01

1/9/2025

meeting



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

10/22/2024
Whitworth Realty
ATTN: Christian Stewart and Ashishumar Patel
3505 River Birch Loop
Jefferson, GA 30549

Subject: Access to Property; Jackson County;
Parcel Number: 119 004N1

To whom it may concern,

Dependent upon with all Department of Transportation requirements in effect at the time a permit is requested and your compliance with any current or future authorizations under Georgia Code 32-6-11, we will approve a Right out Only if applicant meets all requirements.

Please contact Veronica Chavers 770-533-8488 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Peevy". The signature is fluid and cursive, written over a light gray circular stamp.

Jonathan Peevy, P.E.
District Traffic Engineer

JP/AF
CC: kennywillsellit@gmail.com

Updated Site Plan Hoschton

Peevy, Jonathan <jpeevy@dot.ga.gov>

Wed, Jan 8, 2025 at 5:21 PM

To: Ken Whitworth <kennywillsellit@gmail.com>, "Dykes, Jason" <jdykes@dot.ga.gov>

Thank you sir, When you get that, please send it over so we can have a copy in our records.

My response to all of this is that with the clarity on the site, I do not feel that the volumes are going to be high enough to trigger a need for a traffic study at Eagles Bluff. That intersection has both left and right turn lanes. Taking a quick look at the trip generation, the volumes from this site proposal will not trigger a signal being warranted. We are also agreeable to a right out onto SR 53.

Thank you for clearing that up for me on the site layout!

Thank You and let me know if you need anything else.

Jonathan Peevy, P.E.

District Traffic Engineer



District 1 Traffic Operations

1475 Jesse Jewell Pkwy
Suite 100

Gainesville, GA, 30501

770.533.8276 office

From: Ken Whitworth <kennywillsellit@gmail.com>

Sent: Wednesday, January 8, 2025 5:01 PM

To: Peevy, Jonathan <jpeevy@dot.ga.gov>

Subject: Re: Updated Site Plan Hoschton

NEW BUSINESS

ITEM #2

Intergovernmental Agreement with DDA

Re: Multiple Properties

**COMPREHENSIVE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CITY OF HOSCHTON, GEORGIA AND HOSCHTON DOWNTOWN DEVELOPMENT
AUTHORITY REGARDING MULTIPLE PROPERTIES LOCATED IN THE
DOWNTOWN DEVELOPMENT AREA OF THE CITY OF HOSCHTON**

This Agreement is made and entered into with an effective date as of the ___ day of _____, 202___, by and between the City of Hoschton, Georgia, hereinafter called “Hoschton” and the Hoschton Downtown Development Authority (hereinafter called “the Authority”) for the purpose of agreeing as to various interests related to real property, as set forth below, in furtherance of Hoschton and the Authority’s mission and purpose.

WHEREAS, this Agreement shall amend and supersede the following Intergovernmental Agreements: (a) IGA dated February 12, 2024, related to real property located at 73 City Square (hereinafter referred to as “Coffee”) and real property located at 4272 Highway 52 (hereinafter referred to as “Depot”); (b) IGA dated May 21, 2024, related to real property located at 4162 Highway 53, Units 100 and 110 (hereinafter referred to as “Putters”); (c) IGA dated January 17, 2024, related to real property located in the interior of the building at 69 City Square (hereinafter referred to as “Pasta”); (d) IGA dated May 21, 2024, related to real property located at 29 West Broad Street (hereinafter referred to as “Garden”); and (e) IGA dated May 16, 2022, related to real property located at 15 First Street (hereinafter referred to as “Salon”); and

WHEREAS, Hoschton owns real property located in the interior of the building at 65 City Square, which real property is commonly known as the Council Room (hereinafter referred to as “Council”); and

WHEREAS, Coffee, Depot, Putters, Pasta, Garden, Salon, and Council are hereinafter referred to collectively as “the Premises;” and

WHEREAS, the Premises is located in the Downtown Development Area of Hoschton; and

WHEREAS, pursuant to O.C.G.A. § 36-42-2, the purpose of the Authority is to revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of Hoschton and surrounding communities; and

WHEREAS, pursuant to Section 6.33 of the Hoschton Charter, Article IX, Section III, Par. I of the Georgia Constitution, and O.C.G.A. § 36-42-8, Hoschton and the Authority have the power to enter into this Intergovernmental Agreement for the purpose of Hoschton and the Authority agreeing as to the authority relating to the Premises to fulfill the purpose of the Authority as set forth herein; and

WHEREAS, Hoschton and the Authority desire to enter into this Agreement to provide for the conveyance and establishment of rights to the Premises to enable the Authority to deal with the Premises to fulfill the purpose of the Authority as set forth herein.

NOW THEREFORE, Hoschton and the Authority agree to the following:

- A. The Authority shall have the right to continue as Lessor under that Lease Agreement dated January 25, 2024, related to Coffee. The Authority’s power to lease Coffee shall terminate on February 28, 2027, unless extensions are negotiated and agreed to between

Hoschton and the Authority. If the current Lessee under the Lease Agreement dated January 25, 2024, related to Coffee, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Coffee.

- B. The Authority shall have the right to continue as Lessor under that Lease Agreement dated January 15, 2024, related to Depot. The Authority's power to lease Depot shall terminate on January 31, 2027, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Lessee under the Lease Agreement dated January 15, 2024, related to Depot, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Depot.
- C. The Authority shall have the right to continue as Lessor under that Lease Agreement dated May 13, 2024, related to Putters. The Authority's power to lease Putters shall terminate on May 31, 2027, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Lessee under the Lease Agreement dated May 13, 2024, related to Putters, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Putters.
- D. The Authority shall have the right to continue as Landlord under that Retail Lease Agreement dated January 8, 2023, related to Pasta (hereinafter referred to as "the Pasta Lease"). The Authority's power to lease Pasta shall terminate as of the termination of the Pasta Lease, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Tenant under the Pasta Lease shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Pasta. The Authority shall also have the right to defer rental payments due under the Pasta Lease through January 31, 2025, to allow the current Tenant under the Pasta Lease to continue working to obtain a certificate of occupancy.
- E. The Authority shall have the right to continue as Landlord under that Commercial Lease dated May 13, 2024, related to Garden. The Authority's power to lease Garden shall terminate on May 13, 2025, and, unless extensions are negotiated and agreed to between Hoschton and the Authority, all of the Authority's interest in Garden shall be conveyed to Hoschton. If the current Tenant under the Commercial Lease dated May 13, 2024, related to Garden, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Garden.
- F. The Authority shall have the right to grant a right of first refusal relating to the leasing of Council to the current Tenant under the Pasta Lease, so long as said current Tenant shall not be in default of the Pasta Lease.
- G. The Authority shall have the right to market and sell Salon, so long as the sale of Salon results in gross proceeds from the sale of no less than \$300,000. The net proceeds of the sale of Salon, after deduction of reasonable and customary costs associated with the sale of Salon, shall be paid to Hoschton. The Authority's power to sell Salon shall terminate on December 31, 2025, and Salon shall be conveyed to Hoschton upon Hoschton's written request, unless Hoschton agrees to an extension of the power of Authority related to Salon.
- H. Hoschton and the Authority shall execute such documents as are necessary to carry out the terms and purposes of this Agreement.

- I. The Authority shall work diligently to lease the Premises to revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of Hoschton and surrounding communities.
- J. The net proceeds of all rental income relating to the Premises, after deduction of reasonable and customary costs associated with the leasing of the Premises, shall be paid to Hoschton. The Authority may, with the consent of Hoschton, enter into an agreement with a third party to manage any or part of the Premises.
- K. The Authority agrees to hypothecate its interest in the Premises to any lender as collateral for any loans related to the Premises.
- L. All notices under this Agreement shall be in writing and shall be deemed to have been given by delivering it to person or by certified mail:

As to the Authority:

Hoschton Downton Development Authority
Attn: Chairperson
61 City Square
Hoschton, GA 30548

As to Hoschton:

City of Hoschton
Attn: City Manager
61 City Square
Hoschton, GA 30548

- M. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.
- N. This Agreement contains the sole and entire agreement of the parties with respect to the subject matter contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the parties and not incorporated herein shall be of any force of effect. Any amendment to this Agreement shall be in writing and executed by the parties.
- O. This Agreement may not be assigned or transferred by either party without the written consent of the other party. The provisions of this Agreement shall inure to the benefit or and be binding upon the parties hereto and the respective success and assigns.
- P. Time is of the essence with respect to this Agreement.

- Q. This Agreement and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- R. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- S. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The Mayor, Clerk, City Manager, and City Attorney of Hoshton are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement. The Chairperson and Secretary of the Authority are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement.

IN WITNESS THEREOF, the parties have set their hand and seal as of the day and year first above written.

HOSCHTON DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Chairperson

ATTEST: _____
Secretary

CITY OF HOSCHTON

By: _____
Debbie Martin, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

NEW BUSINESS

ITEM #3

Meeting Schedules for 2025

- City Council
- Planning & Zoning Commission
- Downtown Development Authority
- Historic Preservation Committee

City of Hoschton 2025 Meeting Schedule

CITY COUNCIL WORK SESSION (6:00pm)	CITY COUNCIL REGULAR SESSION (6:00pm)
January 9 th	January 21 st
February 13 th	February 18 th
March 13 th	March 20 th
April 10 th	April 17 th
May 8 th	May 15 th
June 12 th	June 17 th
July 10 th	July 17 th
August 14 th	August 21 st
September 11 th	September 18 th
October 9 th	October 16 th
November 13 th	November 20 th
December 11 th	December 18 th
January 8 th (2026)	January 15 th (2026)

PLANNING & ZONING COMMISSION (6:00pm)	APPLICATION SUBMITTAL DEADLINE
January 22 nd	December 1 st
February 26 th	January 2 nd
March 26 th	February 3 rd
April 23 rd	March 3 rd
May 28 th	April 1 st
June 25 th	May 1 st
July 23 rd	June 2 nd
August 27 th	July 1 st
September 24 th	August 1 st
October 22 nd	September 2 nd
November 26 th	October 1 st
December 17 th	November 3 rd
January 28 th (2026)	December 1 st

DOWNTOWN DEVELOPMENT AUTHORITY (1:00pm)
January 13 th (*6:00pm)
March 6 th
May 1 st
July 3 rd
September 4 th
November 6 th
January 8 th (2026)



All meetings are held at
Hoschton Community Center
65 City Square
Hoschton, GA 30548

For more information, call
 706-654-3034

HISTORIC PRESERVATION COMMITTEE (3:00pm)
January 23 rd
March 27 th
May 22 nd
July 24 th
September 25 th
November 20 th
January 22 nd (2026)

NEW BUSINESS

ITEM #4

City Council Committees for 2025

- Sterling: Community Outreach
- Courter: Business Relations/ Business Networking
- C. Brown: Parks and Recreation
- D. Brown: Water/Sewer/Road Improvement Strategy; 5/10/15 year plans
- Martin: Council Management; Project Management; Ordinances
- Lawson: Cemetery

NEW BUSINESS

ITEM #5

Mayor Pro-Tempore for 2025

Fredria Sterling

NEW BUSINESS

ITEM #6

Municipal Court Judge Appointment:
Douglas T. Kidd



LAW OFFICE OF
DOUGLAS T. KIDD, P.C.

November 29, 2024

VIA EMAIL

City of Hoschton
Attn: Jen Williams
61 City Square
Hoschton, GA 30548
jwilliams@cityofhoschton.com

Re: Hoschton Municipal Court Judge

Ms. Williams,

I am submitting my resume and expressing my interest in the municipal court judge position for the city of Hoschton

I am currently the chief municipal court judge for the cities of Loganville, Jefferson, Powder Springs, and Washington and formerly the chief judge in Lavonia, Hartwell, and Canon. I've practiced criminal law for more than a decade and I have been a judge for more than five years. I have substantive knowledge of Georgia's traffic laws and trial practice, as well as the law pertaining to search and arrest warrant applications. I also am ICJE-certified and I am current on my continuing education hours.

I also understand the responsibilities for managing a large docket and overseeing court staff. My personal belief is that judges are public servants and I owe it the court staff, police officers, and defendants to be thoughtful, courteous, and respectful. I think my style of judging would be appropriate for the city. Since becoming a judge, I have made great efforts to be nice and courteous to everyone, including defendants. I also make pro se defendants aware of their rights and make sure they fully understand these rights prior to waiving them. I also make inquiries into defendants' ability to pay court fines, and I find alternative punishments and remedies when appropriate. So far, my approach seems to be working. I have only had a couple of minor disturbances in court and I have not had any complaints to the Judicial Qualifications Committee or to any of the cities I represent, and I have not had any of my rulings appealed.

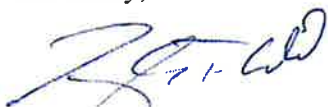
Recently, one of my courts was honored by the Standing Committee on Judicial Workload Assessment for Clearance Rate Excellence. In Loganville, we were in the top 10 percent of municipal courts for running an efficient docket. I am very proud of this because Loganville hired me in 2021, mostly because of the backlog of cases coming out of Covid from the previous judge's delays in opening up court. Along with my court clerk and staff, we were able to clear a backlog of around 2,500 cases within the first year and now we are one of the most efficient courts in the state.

In addition to my judicial duties, I also have been a city attorney for a decade. As city attorney, I regularly deal with zoning issues as well as nuisance issues under the International Property Maintenance Code. I also have significant experience hearing code violations, especially for the cities of Powder Springs, Jefferson, and Washington.

I propose a per court session fee of \$850.

I would love this chance to help Hoschton with its judicial duties, and if the city has any questions, please feel free to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Douglas Kidd', with a stylized flourish at the end.

Douglas Kidd
Georgia Bar No. 124770

Enclosure

Douglas T. Kidd

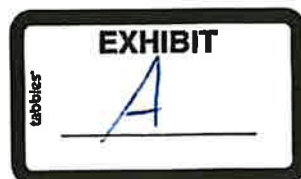
P.O. Box 628

Lavonia, GA 30553

Office: (706) 356-1778 | Cell: (706) 491-9298

doug@douglaskiddlaw.com

- Attorney** **Law Office of Douglas T. Kidd, P.C., Solo** (November 2008 – Present)
Experienced in civil litigation, from client intake, pleading and discovery to motions, summary judgment hearings and appeals.
- Handled dozens of bench trials, jury trials, motion hearings and appeals in Magistrate, Juvenile, Probate, Superior, and Appeals courts.
 - Drafted wills, leases, contracts, shareholder agreements and other transactional documents for businesses and individuals.
- City Attorney** **City of Sky Valley, GA** (February 2018 – Present)
City of Keysville, GA (August 2019 – Present)
City of Gum Branch, GA (August 2019 – Present)
City of Homeland, GA (June 2020 – Present)
City of Jeffersonville, GA (June 2022 – Present)
City of Maysville, GA (February 2024 – Present)
City of Canon, GA (March 2024 – Present)
City of Bowersville, GA (March 2016 – April 2023; May 2024 – Present)
City of Bowman, GA (Jan. '10 – Jan. '13; Feb. '14- Feb. '18; Aug. '23 – May '24)
- Drafted ordinances, reviewed and drafted contracts, and set up Open Records compliance system for small municipalities.
 - Successfully argued case in front of State Elections Board, getting elections fraud charge dismissed against City.
- Chief Judge** **Municipal Court of Powder Springs, GA** (January 2024 – Present)
Municipal Court of Loganville, GA (January 2021 – Present)
Municipal Court of Washington, GA (January 2022 – Present)
Municipal Court of Jefferson, GA (January 2022 – Present)
Municipal Court of Lavonia, GA (August 2018 – July 2022)
Municipal Court of Hartwell, GA (August 2018 – July 2022)
Municipal Court of Canon, GA (August 2018 – July 2022)
- Cleared backlog of nearly 2,500 cases in Loganville within 12 months of appointment, eventually being recognized by the Standing Committee on Judicial Workload Assessment for Clearance Rate Excellence, which signifies the top 10 percent of municipal courts for running an efficient docket.
- Newspaper Experience** **Copy Editor/ Page Designer**, (March 2003 – July 2005)
Chattanooga Times Free Press, Chattanooga, TN
- Bar Admissions** State of Georgia (2008)
Supreme Court of Georgia (2009), Georgia Court of Appeals (2009)
U.S. Supreme Court (2012)
U.S. Court of Appeals, Eleventh Circuit (2012)
U.S. District Court, Middle District of Georgia (2012)
- Memberships, Boards** President, Northern Circuit Bar Association (2012), Vice-President (2011)
Member, Public Defender Supervisory Panel, Northern Circuit (2012 – Present)
Chairman, Franklin County Board of Elections (2015 – 2020)
- Education** **Stetson University College of Law, J.D.** (May 2008)
Georgia Southern University, B.S. Journalism (December 2002)



NEW BUSINESS

ITEM #7

Resolution 2025-01: Municipal Election

Qualifying Fees & Dates

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2025-01

**A RESOLUTION ESTABLISHING QUALIFYING FEES AND DATES FOR THE
2025 MUNICIPAL ELECTION**

WHEREAS, the City of Hoschton shall conduct its regularly scheduled election on November 4, 2025, to fill terms that will expire on December 31, 2025; and

WHEREAS, O.C.G.A § 21-2-131(a) requires the qualifying fee to be set at three percent of the total gross salary of the office paid in the preceding calendar year, including all supplements authorized by law if a salaried office; and

WHEREAS, O.C.G.A § 21-2-131(a) also requires the qualifying fee to be fixed and published no later than February 1st; and

WHEREAS, the qualifying fee formula was applied to the salary information provided by the appropriate representatives from the City of Hoschton.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Hoschton hereby authorizes the City Clerk's Office to publish the qualifying fees as shown below in the legal organ no later than February 1, 2025.

POSITION	QUALIFYING FEE
Mayor	\$360.00
Councilmember: Post 1, 3, 6	\$180.00

BE IT FURTHER RESOLVED THAT the City Clerk's Office is authorized to conduct qualifying August 18th, 19th, and 20th, 2025, in compliance with O.C.G.A. §21-2-132(d)(4).

BE IT FURTHER RESOLVED THAT the governing body hereby names the City Clerk as the Qualifying Officer for the election, and the Jackson County Elections Office is hereby designated as the Election Superintendent for the election.

Adopted this _____ day of _____, 2025.

Debbie Martin, Mayor

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

ATTEST:

Jennifer Williams, Assistant City Clerk

NEW BUSINESS

ITEM #8

0-25-02: Hydrant Meter Deposit

City of Hoschton

Ordinance No. O-25-02

ORDINANCE

AN ORDINANCE TO AMEND SECTION 20-111 OF THE CODE OF ORDINANCES OF THE CITY OF HOSCHTON BY AMENDING THE LANGUAGE AS SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Councilmembers desire to amend the Code section as more specifically described herein in order to update the deposit amount related to fire hydrant meters.

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

SECTION I.

Section 20-111 of the Hoschton City Code is hereby amended by eliminating it in its entirety and substituting in its place the following:

Section 20-111. Fire Hydrant Meters

1. Fire hydrant meters may be rented by the City of Hoschton to private individuals, firms, or corporations at a rate of one hundred dollars (\$100.00) per week (one week minimum) and a usage charge equal to the commercial water rates in effect at the time the meter is read.
2. A deposit of two thousand dollars (\$2,000.00) per meter will be paid at the time of rental. Deposit(s) will be refunded in full upon return of the meter(s) in undamaged and satisfactory operating condition, and payment of charges for water used.
3. Fire hydrant meters kept more than three (3) months without prior arrangement with the City of Hoschton will be collected by the City and the deposit forfeited. The renter will remain responsible for all rental and usage charges.
4. Any person tampering with fire hydrants without the expressed authorization of either the City of Hoschton or the West Jackson Fire District shall be guilty of a misdemeanor and shall be subject to a fine not to exceed one thousand dollars (\$1,000.00) plus the cost of any water used.

SECTION II.

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

SECTION III.

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

SECTION IV.

The effective date of this ordinance shall be upon passage by the City Council.

Adopted this 21st day of January, 2025.

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 ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

City Clerk

APPROVED AS TO FORM:

Abbott S. Hayes, Jr., City Attorney

NEW BUSINESS

ITEM #9

Resolution 2025-02: Personnel On-Call Policy

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2025-02

**A RESOLUTION ADOPTING AN AMENDMENT TO THE PERSONNEL POLICY
REGARDING THE ON-CALL POLICY**

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 reviewed the personnel policy and wished to amend Section 7.5.1, On Call Policy, as attached hereto in “Exhibit A”.

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

Adopted this 21st day of January, 2025.

Debbie Martin, Mayor

ATTEST:

Jennifer Williams, Assistant City Clerk

"Exhibit A"

Employees called back to duty will be paid their appropriate rate of pay for hours worked or at the overtime rate for hours worked over the applicable overtime threshold. Employee must inform their Department Head and get approval from City Manager.

7.5.1 ON CALL POLICY

All Public Works and Sewer employees who are scheduled to be on call should be available from 8:00 a.m. Monday to 8:00 a.m. the following Monday. Police on call will run from 8:00 a.m. Friday to 8:00 a.m. Friday of the following week.

Pay for on call will be the following per department –

Public Works will receive a weekly flat rate of \$100.00 plus hours worked at a rate of time and a half for all hours over 40 hours worked. (Worked hours do NOT include Holidays and/or PTO)

Sewer will receive 2 hours per day on Saturday and Sunday to come in and do a Plant Check. This will be paid at a rate of time and a half for hours worked over 40. (Worked hours do NOT include Holidays and/or PTO)

They will also receive 2 hours minimum plus and additional time over that for any calls they must report back to work outside of Business Hours.

Police will receive a weekly flat rate of \$200.00.

Department Heads may make the decision to stop on call for their department if it is no longer needed.

If an employee on call has been called outside of regular business hours for any issues, the employee must get approval from their Department Head before coming in.

Department Heads should notify the City Manager anytime employees have to report back to work.

When on call, the employee may take home a City vehicle for the week as long as it remains within a 55 mile radius of the City limits.

SECTION 8- WAGE AND SALARY ADMINISTRATION

NEW BUSINESS

ITEM #10

Intergovernmental Agreement with Jackson County

Re: Impact Fees

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE JACKSON COUNTY BOARD OF COMMISSIONERS AND THE
CITY OF HOSCHTON**

This Intergovernmental Agreement (the "Agreement") is entered into this ___ day of _____, 2025, by and between the Jackson County Board of Commissioners, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and the City of Hoschton, a municipal corporation of the State of Georgia (hereinafter referred to as "City").

WHEREAS, pursuant to O.C.G.A. § 36-71-11, the County and the City are authorized to enter into agreements for the administration and collection of impact fees to ensure proper allocation of resources and adherence to state law;

WHEREAS, an arbitration panel finding was filed in the Jackson County Clerk of Courts on September 28, 2023, in Book 0108H, Pages 0454-0461, which mandates that the City of Hoschton shall levy the Jackson County impact fees at the time of building permit issuance relating to development within the real property described in the attached Exhibit "A" (said development within said real property hereinafter referred to as "the Development"), and remit those fees to Jackson County;

WHEREAS, the County and the City mutually agree to establish the terms and conditions for levying and remitting said impact fees in accordance with the arbitration panel's finding and applicable Georgia law;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the County and the City agree as follows:

1. Purpose

The purpose of this Agreement is to formalize the process by which the City of Hoschton will levy and remit Jackson County impact fees in compliance with the arbitration panel finding and O.C.G.A. § 36-71-11.

2. Obligations of the City of Hoschton

(a) The City shall levy the Jackson County impact fees on all building permits within the Development at the time of building permit issuance.

(b) The City shall levy the County impact fees as authorized and required by Chapter 40 of the Code of Ordinances of Jackson County.

(c) The City shall maintain and provide to the County accurate records of all impact fees collected, including the name of the developer, the amount collected, and the date of collection.

(d) The City shall remit the total amount of impact fees collected to the County on a monthly basis, no later than the 10th day of the following month.

(e) The City shall collect, report, and keep the total amount of administrative fees that are collected for each individual building permit as authorized and required by Chapter 40 of the Code of Ordinances of Jackson County.

3. Obligations of Jackson County

(a) The County shall provide the City with any amendments to Chapter 40 of the Code of Ordinances of Jackson County.

(b) The County shall designate a point of contact to address any questions or concerns from the City regarding the impact fee collection and remittance process.

(c) The County shall maintain records of all remitted fees and their subsequent use in accordance with applicable laws and regulations. The County shall be responsible for complying with requirements under the Georgia Development Impact Fee Act relating to the use of any impact fees collected pursuant to this Agreement, including but not limited to refunds pursuant to and O.C.G.A. § 36-71-9.

(d) The County shall be responsible for complying with any reporting requirements pursuant to the Georgia Development Impact Fee Act relating to the collection of any impact fees collected pursuant to this Agreement.

(e) The County shall be responsible for the handling and payment of any expenses related to any appeals pursuant to O.C.G.A. § 36-71-10 of any impact fees collected pursuant to this Agreement.

4. Audit and Inspection

Both parties agree to allow periodic audits of records related to the collection and remittance of impact fees. The audits shall be conducted by mutual agreement and at a time convenient to both parties.

5. Term and Termination

This Agreement shall commence on the date of execution and shall remain in effect unless terminated by mutual agreement or at the time the Development is fully completed.

6. Miscellaneous Provisions

(a) This Agreement shall be governed by the laws of the State of Georgia.

(b) Any disputes arising under this Agreement shall be resolved in the Superior Court of Jackson County, Georgia.

(c) This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements related to its subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____, Chairman

Date: _____

CITY OF HOSCHTON

By: _____, Mayor

Date: _____

Approved as to form

Abbott S. Hayes, Jr., City Attorney

EXHIBIT A**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND lying and being in GMD 1407, Jackson County, Georgia and being more particularly described as follows:

BEGIN at a found 1/2 inch rebar, said rebar having coordinates of North: 1,485,389.1 and East: 2,424,019.5, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located on the easterly right of way of GA. Highway 53 (verbeis public right of way), said rebar being the TRUE POINT OF BEGINNING;

THENCE leaving said easterly right of way of GA. Highway 53 and proceed North 87 degrees 09 minutes 44 seconds East a distance of 978.40 feet to a found axle; thence South 83 degrees 36 minutes 34 seconds East a distance of 48.57 feet more or less to a point at the centerline of a branch, said point being referred to as Point "A" (the commencement point of a tie-in line "A"- "B"); thence following the centerline of said branch and the meanderings thereof, 789 feet more or less to a point, said point being referred to as point "B"; (the terminus of said tie-in line "A"- "B"); said tie-in line from point "A" and to point "B" having the course of South 46 degrees 28 minutes 58 seconds East a distance of 888.70 feet more or less to a point; thence leaving said centerline of a branch and proceed South 31 degrees 06 minutes 00 seconds East a distance of 736.43 feet to a found 1 inch rebar; thence South 87 degrees 07 minutes 18 seconds East a distance of 1543.43 feet to a set 1/2 inch rebar with cap; thence North 05 degrees 53 minutes 48 seconds East a distance of 1399.97 feet to a found 1 inch rebar; thence South 81 degrees 59 minutes 28 seconds East a distance of 88.86 feet to a found 1/2 inch open top pipe; thence North 89 degrees 00 minutes 55 seconds East a distance of 388.19 feet more or less to a point at the centerline of a Indian Creek, said point being referred to as Point "C" (the commencement point of a tie-in line "C"- "D"); thence following the centerline of said creek and the meanderings thereof, 4747 feet more or less to a point, said point being referred to as point "D"; (the terminus of said tie-in line "C"- "D"); said tie-in line from point "C" and to point "D" having the course of South 23 degrees 58 minutes 42 seconds East a distance of 3886.20 feet more or less to a point; thence leaving said centerline of said creek and proceed South 68 degrees 58 minutes 23 seconds West a distance of 1587.00 feet to a set 1/2 inch rebar with cap; thence South 88 degrees 87 minutes 58 seconds West a distance of 836.71 feet to a marked hole in concrete located on northerly right of way of said GA. Highway 53; thence along said northerly and easterly right of way of GA. Highway 53 the following courses and distances: North 63 degrees 27 minutes 00 seconds West a distance of 185.79 feet to a found right of way monument; North 62 degrees 37 minutes 44 seconds West a distance of 1263.78 feet to a set 1/2 inch rebar with cap; North 62 degrees 31 minutes 30 seconds West a distance of 62.00 feet to a point; along a curve turning to the right with an arc length of 485.41 feet, having a radius of 940.65 feet, being subtended by a chord bearing of North 48 degrees 07 minutes 01 seconds West, and a chord length of 460.68 feet to a point; North 34 degrees 01 minutes 31 seconds West a distance of 897.29 feet to a set 1/2 inch rebar with cap; North 34 degrees 01 minutes 31 seconds West a distance of 182.98 feet to a set 1/2 inch rebar with cap; South 55 degrees 24 minutes 28 seconds West a distance of 9.27 feet to a found right of way monument; North 34 degrees 13 minutes 12 seconds West a distance of 398.97 feet to a point; North 33 degrees 15 minutes 40 seconds West a distance of 174.95 feet to a point; North 33 degrees 04 minutes 42 seconds West a distance of 148.52 feet to a point; North 30 degrees 30 minutes 46 seconds West a distance of 64.72 feet to a point; North 29 degrees 03 minutes 57 seconds West a distance of 50.52 feet to a point; North 27 degrees 06 minutes 11 seconds West a distance of 45.05 feet to a point; North 23 degrees 33 minutes 33 seconds West a distance of 78.81 feet to a point; North 21 degrees 22 minutes 03 seconds West a distance of 80.44 feet to a point; North 20 degrees 51 minutes 23 seconds West a distance of 79.49 feet to a point; North 20 degrees 35 minutes 55 seconds West a distance of 339.35 feet to a point; North 20 degrees 21 minutes 48 seconds West a distance of 408.85 feet to a set 1/2 inch rebar with cap; thence North 20 degrees 35 minutes 57 seconds West a distance of 605.79 feet to a found 1/8" open top pipe; thence North 20 degrees 25 minutes 49 seconds West a distance of 47.15 feet to a found 1/2 inch rebar, said rebar being the TRUE POINT OF BEGINNING.

Tract or parcel contains 287.14 acres, more or less.

NEW BUSINESS

ITEM #11

O-25-01: Personal Transportation Vehicle Ordinance
(Golf Carts)

City of Hoschton

ORDINANCE NO. 25-01

AN ORDINANCE TO DELETE ARTICLE II OF CHAPTER 11 ENTITLED "MOTORIZED CARTS" OF THE CODE OF ORDINANCES OF THE CITY OF HOSCHTON AND REPLACE IT WITH THE ARTICLE AS SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Councilmembers desire to regulate personal transportation vehicles as authorized under Georgia law.

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

SECTION I.

ARTICLE II. – PERSONAL TRANSPORTATION VEHICLES

Sec. 11-201. – Purpose.

O.C.G.A. Section 40-6-330 et seq. allows the City of Hoschton to regulate personal transportation vehicles to ensure the safety of citizens utilizing roadways within the City.

Sec. 11-202. – Definitions.

The following words and phrases shall have the following definitions with respect to the use and regulation of Personal Transportation Vehicles as set forth in this Article.

- a. *Authorized Street* is any municipal street or roadway in the City of Hoschton and all such residential roadways that have a posted speed limit of 35 miles per hour or less, are not part of the state highway system, and which have not otherwise been specifically excluded from use by Personal Transportation Vehicles. *Authorized Street* shall also include improved paths designed for multiple uses, including Personal Transportation Vehicles, which paths shall be at least eight (8) feet wide and shall be located outside any state highway right of way.
- b. *Driver* is a person sixteen years of age or greater holding; (i) a valid Georgia driver's license; (ii) a valid driver's license issued by any of the states within the United States; or (iii) a valid driver's license issued by a foreign government, but only if such Driver also has on his or her person a passport showing that the Driver was lawfully admitted to the United States and whose lawful admittance has not ended.
- c. *Personal Transportation Vehicle ("PTV")* is any motor vehicle:

1. With a minimum of four wheels;
2. Capable of a maximum level ground speed of less than 20 miles per hour;
3. With a maximum gross vehicle unladen or empty weight of 1,375 pounds; and
4. Capable of transporting not more than eight persons.

The term PTV does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs, and scooters, that can be used indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multipurpose off-highway vehicle.

Sec. 11-203. – Authorized use.

- (a) A Driver as defined above is authorized to utilize a PTV on Authorized Streets in accordance with all other traffic laws.
- (b) Except as specifically authorized under this Article, PTV use on roadways within the City of Hoschton is prohibited.
- (c) PTV use is governed by all traffic regulations of the State of Georgia at any time the PTV is being utilized in the City of Hoschton, and other motor vehicles are required to adhere to all traffic regulations when approaching or overtaking a PTV.
- (d) PTVs may not be utilized on sidewalks.
- (e) While being utilized on Authorized Streets, PTVs are entitled to the full use of the lane in which the PTV is travelling, and no other motorized vehicle shall be driven in such a way so as to deprive a PTV of the full use of such a lane.
- (f) PTVs may not engage in passing within a single lane of traffic, whether the vehicle being passed is another PTV or some other motorized vehicle.
- (g) All passengers on a PTV must be seated on the seat of the PTV at all times the vehicle is in motion, except that passengers four years of age and under may be seated in the lap of an adult.
- (h) PTVs may cross streets and highways that are part of the City of Hoschton municipal street system or Jackson County road system which are used by other types of motor vehicles only at crossings or intersections designated for that purpose by the City of Hoschton, Georgia. For the purpose of this subsection:
 1. A crossing is designated for PTV crossing if the crossing is the intersection of two Authorized Streets; and

2. A crossing is designated for PTV crossing if the crossing is the intersection of an Authorized Street and a street which is not an Authorized Street, if the crossing is marked by signs approaching the intersection from all directions of travel which signs notify motorists of PTV crossing.
- (i) PTVs may cross streets and highways that are part of the state highway system only at crossings or intersections designated for that purpose, and which are constructed as an active grade crossing in accordance with the Manual on Uniform Traffic Control Devices. State Highway System PTV crossings shall be indicated by warning signs which comply with state law which are clearly visible from all directions of travel.

Sec. 11-204. – PTV requirements.

All PTVs used in the City of Hoschton shall at all times be equipped with:

- a. A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;
- b. A reverse warning device functional at all times when the directional control is in the reverse position;
- c. A main power switch. When the switch is in the “off” position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the “off” position;
- d. Head lamps;
- e. Reflex reflectors;
- f. Tail lamps;
- g. A horn;
- h. A rearview mirror;
- i. Safety warning labels; and
- j. Hip restraints and hand holds or a combination thereof.

Sec. 11-205. – Violations.

Violations of this Article, in addition to any infractions fines and penalties as set forth in the Hoschton City Code for other traffic offenses. Any violation of this article shall subject the violator to a minimum fine of at least \$250 per offense and a maximum fine of \$1,000 per offense.

SECTION II.

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

SECTION III.

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

SECTION IV.

The effective date of this ordinance shall be upon passage by the City Council.

Adopted this ____ day of _____, 2025.

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 ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney
4930-2003-7899, v. 3

NEW BUSINESS

ITEM #12

Resolution 2025-03: Road Closure for American Street
Rodders Car Show

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2025-03

**A RESOLUTION AUTHORIZING THE CLOSURE OF A PUBLIC ROAD DURING
THE AMERICAN STREET RODDERS CAR SHOW**

WHEREAS, the City of Hoschton is sponsoring the American Street Rodders Car Show to provide recreational opportunities for the citizens of Hoschton and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED that City Square will be closed for this event every third Saturday beginning in March of 2025 and ending in October 2025, from 3:00pm to 7:00pm.

SO RESOLVED, this 21st day of January, 2025.

Debbie Martin, Mayor

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

ATTEST:

Jennifer Williams, Assistant City Clerk

NEW BUSINESS

ITEM #13

Hoschton Police Department
Housing and Booking Contract with
Jackson County Sheriff's Office

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

THIS INDENTURE MADE AND ENTERED THIS: _____ DAY
OF: _____, 202 BY AND BETWEEN KEVIN
MCCOOK, SHERIFF OF JACKSON COUNTY GEORGIA IN HIS
OFFICIAL CAPACITY, HEREINAFTER REFERRED TO AS "THE
SHERIFF" AND THE CITY OF HOSCHTON, A GEORGIA MUNICIPAL
CORPORATION, HEREINAFTER REFERRED TO AS "THE CITY".

WITNESSETH THAT:

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

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

PARAGRAPH ONE:

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

PARAGRAPH TWO:

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

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEALS
THIS: _____ DAY OF: _____, 202 .

Sheriff, Jackson County Georgia

THE CITY OF: HOSCHTON, GEORGIA

Mayor/City Manager

THE UNDERSIGNED CITY CLERK HEREBY CERTIFIES THAT THE GOVERNING
AUTHORITY FOR THE CITY OF HOSCHTON, LAWFULLY ASSEMBLED AND
ENACTED THE FOREGOING CONTRACT, SPREAD THE SAME UPON THE
MINUTES OF THE MAYOR AND COUNCIL THIS: ____ DAY OF
_____, 202 .

City Clerk

NEW BUSINESS

ITEM #14

Hoschton Police Department

Memorandum of Understanding with Jackson

County Sheriff's Office

Re: Extraterritorial Assistance

**Memorandum of Understanding
Extraterritorial Assistance**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on the _____ of _____ 202 , by and between the City of Hoschton by and on behalf of the Hoschton Police Department and the Jackson County Sheriff's Office. City of Hoschton Police Department and the Jackson County Sheriff's Office are hereinafter collectively referred to as "Party" or "Parties." This agreement incorporates by reference standards contained in O.C.G.A'. §36-69-1 *Et seq.*, including subsequent amendments thereto.

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

Authorized City Official Date

Kevin McCook, Sheriff Date

Printed Name and Title

Authorized City Official Date

Printed Name and Title