

CITY OF HOSCHTON
CITY COUNCIL
THURSDAY, MARCH 13, 2025 AT 6:00PM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



WORK SESSION
AGENDA

CALL TO ORDER

AGENDA APPROVAL

REPORTS BY MAYOR, COUNCIL, AND STAFF

OLD BUSINESS

NEW BUSINESS

1. JCWSA Water Purchase Agreement
2. IGA--Hoschton Park
3. Resolution 2025-08: Personnel Policy Update-Retirement Plan
4. Resolution 2025-09: Georgia Cities Week
5. TA-25-01: Sign Ordinance Text Amendment
6. Bid 2025-001 Oak Street Park
7. Bid 2025-002 Demolition of home at Mulberry Park
8. Wildflower At the Village Request for Speed Tables

CITIZEN INPUT

EXECUTIVE SESSION (IF NEEDED)

ADJOURN

Upcoming Events:

March 20th @ 6:00pm City Council Meeting (Voting Session)
March 26th @ 6:00pm Planning & Zoning Commission Meeting
March 27th @ 3:00pm Historic Preservation Committee Meeting
March 27th @ 6:00pm Community Conversations: Guest Steve Wittry, President & CEO,
Jackson County Chamber of Commerce

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.

FEBURARY 2025

CITY MANAGER REPORT

- The staff team met with Tribute Development team for a pre-construction meeting. An LDP has been given and grading has begun.
- The staff team met with Aberdeen Development team for a pre-construction meeting. An LDP has been given and grading has begun.
- Public Works hired three new staff members.
- Finance Director and City Manager met with different avenues to work on municipal complex.
- Water Audit has started. This audit is completed every year.
- Mayor and City Manager met with Azelea's Management Team and are working on a future meeting with management and citizens of azalea.
- Met with Chief Stephens, Chief Hill and Mr. Jamie Wheeler, Public Works Director to go over future storm preparation.
- New Traffic Light has been set and active at Twin Lakes Parkway.
- Court with our new judge, solicitor and court clerk took place this month and went very smooth.
- The city partnered with AME Church to conduct a blood drive at the community center. They reached their goal!
- Bids were submitted for the Mulberry Home Demo and the Oak Street Park for your consideration.
- Q&A was hosted by the City and were honored to have our chair-commissioner, Mr. Marty Clark and District Commissioner, Mr. Ty Clack to speak on behalf of the county.
- City Engineer and City Manager met with Georgia Power to discuss expansion upgrade for the treatment plant.
- City Manager and City Planner met with Our rep from North Georgia Regional Commission on some great services and opportunities for the City.

Other Highlights:

- Kroger is set to open August 2025
- McDonalds (At Publix) is set to open Late Summer 2025

Respectfully submitted,

Jennifer Harrison

City Manager

2024/2025 On-Going Projects

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

Updated 12/2/2024



- The City's ongoing groundwater investigation program has two more possible locations for establishing production wells. There are two potential locations on the Uline, (formally Pirkle) site near the City Park on Cabin Drive.
- GZA/ Emery and Garrett were also authorized to explore potential sites in the southern section of Cresswind/ Twin Lakes. GZA released a report in late fall of 2024, with findings of the exploration. All potential sites examined were located in the undevelopable sections of the property. Ten potential well sites were located utilizing a sophisticated ground penetrating fracture location technique. Through a process of accessibility and cost, potential sites CHG-CW1, CHG-CW2, CHG-CW-5, CHG-CW3, and CHG-CW10 are considered worthwhile to further explore. Detailed drawings of the potential well sites, including access routes, are needed in order to negotiate and secure purchase options.
- GIS Mapping system is underway to include water, sewer and storm. Mapping will include water valves, hydrants, manholes, pump stations, line sizes etc. Attempting to obtain digital "as-built drawings" on some past projects
- The Public Works Building at Cabin Drive is well underway and nearing completion.
- Initial Plans for Mulberry Park are under review. A request for proposal for demolition and disposal of the house at 153 Mulberry Street has been advertised. Proposals are due by the Close of business on February 25, 2025
- Water and Sewer customer growth, usage and revenue report for 2025 is attached. The City added 589 new residential users in 2025 for a total of 3,016. There were 17 new commercial users also added for a total of 165.
- The 2024 water and sewer data report for 2025 is also attached. Total influent water to the City's system was 190,669,320 gallons, or an average of 522,382 gallons per day (GPD). Water demand was up 25 per cent from 2023. Wastewater treated in 2024 was 120,430,000 gallons or an average of 329,945 gallons per day (GPD). Sewer demand was up 31 per cent from 2023.

City of Hoschton
Water/Sewer Data 2024

Month	Water Produced	Water Purchased	Total Inf. Water	Water Use Billed	Wastewater Treated	Wastewater Usage Billed
January	3,677,250	9,138,016	12,815,266	8,389,010	11,890,000	7,248,445
February	3,592,981	7,869,277	11,462,258	7,959,668	10,143,000	6,922,386
March	3,279,972	8,780,531	12,060,503	8,333,367	11,740,000	7,291,460
April	3,211,272	10,499,285	13,710,557	7,928,353	10,067,000	6,902,755
May	3,766,221	12,263,905	16,030,126	9,922,624	10,518,000	8,655,165
June	3,611,673	16,520,771	20,132,444	11,867,699	8,735,000	9,865,986
July	3,356,502	17,353,424	20,709,926	16,144,879	9,265,000	13,806,676
August	3,746,661	19,669,298	23,415,959	18,674,301	8,585,000	14,140,711
September	2,719,342	15,378,966	18,098,308	18,286,427	9,648,000	14,255,705
October	3,275,785	11,867,622	15,143,407	16,901,081	10,145,000	13,022,396
November	1,712,033	12,433,584	14,145,617	15,178,163	9,111,000	12,103,994
December	1,069,437	11,875,512	12,944,949	13,562,936	10,583,000	10,280,546
Totals	37,019,129	153,650,191	190,669,320	153,148,508	120,430,000	124,496,225
Average	3,084,927	12,804,183	15,889,110	12,762,376	10,035,833	10,374,685

l/t: -3%

[17-004/Water Sewer Data](#)

Sewer Use Residential				
	Number of Users	Gallons per Customer	Dollars per Customer	GPD per User
Jan-24	2215	2951.09	\$36.98	98.37
Feb-24	2228	2760.01	\$35.45	92.00
Mar-24	2271	2826.89	\$35.97	94.23
Apr-24	2300	2656.29	\$34.55	88.54
May-24	2397	3239.30	\$39.10	107.98
Jun-24	2397	3719.21	\$43.38	123.97
Jul-24	2500	5132.48	\$55.86	171.08
Aug-24	2537	5184.67	\$56.49	172.82
Sep-24	2588	5040.41	\$55.15	168.01
Oct-24	2656	4501.77	\$50.41	150.06
Nov-24	2724	4028.46	\$46.36	134.28
Dec-24	2799	3369.87	\$40.58	112.33

Sewer Use Commercial				
	Number of Users	Gallons per Customer	Dollars per Customer	GPD per User
Jan-24	77	9244.01	\$151.48	308.13
Feb-24	77	10040.12	\$161.98	334.67
Mar-24	78	8610.08	\$176.68	287.00
Apr-24	78	10170.40	\$163.47	339.01
May-24	79	11272.85	\$178.07	375.76
Jun-24	81	11741.12	\$183.71	391.37
Jul-24	81	12042.94	\$190.73	401.43
Aug-24	79	12496.30	\$194.91	416.54
Sep-24	78	15527.28	\$235.08	517.58
Oct-24	81	13156.78	\$201.93	438.56
Nov-24	80	14130.81	\$215.57	471.03
Dec-24	81	10472.69	\$167.44	349.09

Water Use Residential				
	Number of Users	Gallons per Customer	Dollars per Customer	GPD per User
Jan-24	2427	3010.59	\$36.36	100.35
Feb-24	2440	2862.10	\$35.07	95.40
Mar-24	2482	2916.92	\$35.36	97.23
Apr-24	2511	2743.74	\$33.90	91.46
May-24	2567	3338.13	\$38.93	111.27
Jun-24	2607	3771.09	\$42.89	125.70
Jul-24	2710	5143.19	\$56.80	171.44
Aug-24	2748	5233.88	\$58.51	174.46
Sep-24	2801	5022.12	\$55.97	167.40
Oct-24	2871	4549.10	\$51.26	151.64
Nov-24	2939	4076.35	\$46.74	135.88
Dec-24	3016	3409.32	\$40.10	113.64

Water Use Commercial				
	Number of Users	Gallons per Customer	Dollars per Customer	GPD per User
Jan-24	148	7305.11	\$150.76	243.50
Feb-24	149	6545.85	\$139.37	218.19
Mar-24	149	7333.56	\$151.70	244.45
Apr-24	151	6874.13	\$144.29	229.14
May-24	150	9012.52	\$177.75	300.42
Jun-24	154	13198.35	\$244.98	439.95
Jul-24	162	13593.28	\$250.73	453.11
Aug-24	154	27840.11	\$479.82	928.00
Sep-24	152	27731.98	\$476.84	924.40
Oct-24	160	23980.99	\$415.80	799.37
Nov-24	161	19840.09	\$352.97	661.34
Dec-24	165	19870.25	\$355.23	662.34

City of Hoschton Water Treatment System and Wastewater Treatment Facility
Water System Permit # 1570002 - NPDES # GA0035980

1/2025

Wastewater Treatment Facility – System is not operating within permit limits

1. **Treatment Facility Solid Content (MLSS):** Belt press operation and wasting of solids has been continuously ongoing seeking target value of MLSS. Ongoing operations will continue to maintain target value.
2. **Inflow and Infiltration:** The treatment system receives inflow and infiltration at the wastewater plant during significant rain events. Sources of I/I within the collection system should be evaluated.
3. **Process Control Data:** Process control sampling and analysis is conducted routinely at treatment facility to optimize treatment and ensure permit compliance.
4. **Maintenance/Repair Items:** EMI is continuing to itemize and repair multiple items at the WWTF in need of maintenance or repair, these items include exterior lights, influent bar-screen, grinder pump, yard hydrants, effluent UV system, EQ basin aerator. An additional aerator in Orbal basin failed creating permit compliance issues with E. coli and Ammonia Nitrogen. The aerator has since been repaired and plant is currently in compliance.

Drinking Water System – System is operating within permit limits.

1. **Ground Water System:** System is operating within permit limits; all required sampling and analysis has been completed and meets or exceeds EPD drinking water standards.
2. **LCRR:** EMI has submitted to EPD the lead service line inventory as required under the Lead and Copper Revised Rule (LCRR).
3. **Cabin Well:** Needs include new chemical feeds pumps, chemical containment, and stand by generator.
4. **White Street Well:** Needs include chemical containment.

January 2025

Wastewater (Permit #GA0035980; Expires 30 June 2029)

	Permit Limits	Monthly Average	Weekly Maximum	In Compliance
Flow (MGD) Effluent	0.50M/0.625W	0.334	0.353	Yes

Total Effluent Flow (MG) = 10.365

	Permit Limits	Monthly Average	Weekly Maximum	In Compliance
pH (standard units) (min/max)	6.0-9.0	6.9	7.5	Yes
Effluent BOD (ppm)	8M/12W	8.0	11.9	Yes
Effluent TSS (ppm)	10M/15W	6.8	10.3	Yes
E.coli (cfu/100mL)	126M/410W	164	273	No
Ammonia (ppm)	0.76M/1.14W	8.55	22.05	No

W=Weekly Average; M=Monthly Average

E. coli is reported as a Geometric Mean

Min. Dissolved Oxygen (permit limit 5.0) (ppm) = 8.60
 Dry Solids Removed from Plant (tons) = 14.95

Ground Water Withdrawal (Permit #078-0003; Expires 11-07-2034)

	Permit Limits	Monthly Average	Daily Maximum	Total Withdrawal
GW Withdrawal (MG)	0.150M/0.150A	0.051	0.118	1.576

M = Monthly; A = Annually

Drinking Water (System Permit #1570002; Expires 12-22-2027)

	Permit Limits	Daily Average	Daily Maximum	Daily Minimum	Monthly Total
Well #1 White Street					
Treated Water (Gallons)	Report	42,012	94,086	N/A	1,302,364
Chlorine Residual (ppm)	n/a	1.31	1.84	0.72	
Well #6 Cabin Well					
Treated Water (Gallons)	Report	8,812	23,519	N/A	273,168
Chlorine Residual (ppm)	n/a	1.17	1.92	0.55	
Braselton Connection - Henry WSID GA1570000					
Purchased Water (Gallons)	Report	136,114	N/A	N/A	4,219,523
Chlorine Residual (ppm)	n/a	1.03	1.23	0.53	
Braselton Connection - W. Jackson WSID GA1570000					
Purchased Water (Gallons)	Report	18,119	N/A	N/A	561,680
Chlorine Residual (ppm)	n/a	1.03	1.23	0.53	
Jackson County WSA WSID GA1570117					
Purchased Water (Gallons)	Report	187,551	N/A	N/A	5,814,080
Chlorine Residual (ppm)	n/a	1.03	1.23	0.53	

Remarks:

Water:

System is operating in permit compliance.

Wastewater:

System has e.Coli and ammonia violations in January.



EMI, CONSULTING ENGINEERS'S REPORT, FEBRUARY, 2025

- Panther Court CDBG project. Initiated in 2013, this is the longest standing infrastructure project in the city. A \$600,000 CDBG grant assisted in upgrading all grinder pumps in the service area and repaving the Panther Court. A Vac Truck is to be purchased by the City as part of the matching funds. The project should be closed out by mid-March.
- Wastewater Plant Expansion, Phase II Expansion to 0.95 MGD- Reeves+Young awarded CMAR contract. \$2.2 Million Grant awarded. \$20 Million in GEFA loan funds awarded. \$2.8 million in local funds pledged. A Pre-construction conference is imminent.
- DDR approved for expansion of Wastewater plant to 2.0 MGD. Antideg and EID have been completed and submitted to EPD.
- Phase I watermain upgrades, completed. Phase II or Phase "B" is completed as well. Next Phase is under design and planned for bidding next month.
- Booster Pump addition for Jackson County Supply- This project is essentially completed and is in the startup phase. There are several older lines in the system that need to be isolated for the system to operate correctly.
- The two existing wells need to have the pumps upgraded to be able to pump to 1085 MSL. Some consideration to a small booster on the Braselton feed should also be considered.
- South Elevated Tank- Construction to be completed in Spring, 2025
- Barrow County water connection-Phase I, City portion vault on Peachtree Road to be upgraded; 12" bore under Mulberry to site of Barrow vault. EMI has begun work on phase I. Agreement and Schedule will be submitted in late February.
- City 2025 LMIG Paving project includes paving repairs and patching in The Village of Hoschton Area. Requests for bids should be out in early April.



PUBLIC WORKS DEPARTMENT

MONTHLY REPORT FEBRUARY 2025

The Public Works Department completed the following in addition to normal day-to-day duties.

- **Vac Truck was delivered. We have started going around the City cleaning up clogged drainage structures.**
- **Pre Con with Tribute**
- **Completed the Water Audit for submittal to the State.**
- **Met with City Manager, Chief Hill, and Chief Stephens to go over weather preparedness plan. Hoschton had zero accidents during both ice/snowstorms.**
- **Hire 3 new employees and moved into the new PW Building.**
- **PW Building should be almost ready to move in. We got the flooring done and are starting to move in toolboxes etc. We should be moved in within next few weeks.**
- **Continuing to work with EMI on getting Booster Pump online.**
- **Received the Grant Money from Safety Grant and bought new Safety Vest and Cones.**
- **Met with guy from Badger and continuing to try to change our problem meters. We are up to 99% in good standing.**
- **Met with homeowner in Quail Crossing to look at a homemade grate inlet that is causing flooding issues.**

- **Met with Ben Johnson to do Bond Release for Twin Lakes phases 6A, 6B, and 7.**
- **Cummins finished the repair to Cresswind Lift Station #3 (Truman Court) The repairs were covered by warranty.**

Police Department Report 03/03/2025

1. **Reports and Citations**- The Police Department has generated 700 case numbers since January 1 and wrote 92 citations in the month of February.
2. **Court**- We will have court again on April 24th at City Hall.
3. **Personnel**: Partrick Najjar has been appointed as our new Municipal Court Solicitor. He began on our February court date.
4. **Chief**
 - Attended a safety meeting on the design and layout of the new schools going in on Hwy 53
 - Attended an area Fire/Police Leadership breakfast at Braselton Police Dept
 - Attended the PreCon Meeting for Tribute
 - Ordered new uniforms for all officers

Building and Planning Department Activity Report for February 2025

- ❖ Permit activity
 - 34 Total permits issued
 - 24 were for new single-family residences
 - 46 Certificates of Occupancy were issued
- ❖ Inspection Activity
 - 405 inspections were completed
 - Approximately 79% passed
- ❖ Dylan McClellan began training as Building Inspector
- ❖ The first comprehensive plan steering committee meeting took place, Mark Beatty from Northeast Georgia Regional Commission will lead future meetings

LINE ITEM #1

**JCWSA WATER
PURCHASE AGREEMENT**

March

Jen Williams

From: Jennifer Kidd-Harrison
Sent: Friday, February 7, 2025 1:31 PM
To: Debbie Martin; jhood@eminc.biz; Jamie Wheeler; ash@homlaw.com
Cc: Jen Williams
Subject: FW: Draft Water Sales Agreement
Attachments: 2025-02-07_Hoschton_Water_Sales_Agreement_DRAFT_18_MONTH.docx

Good Morning Afternoon all,

Please look over agreement and make sure all is well with the new language.

If all is well, we will target to put on the March agenda, as the current agreement expires in May.

Jennifer

From: Joey Leslie <jleslie@jcwsa.com>
Sent: Friday, February 7, 2025 12:43 PM
To: Jennifer Kidd-Harrison <jkidd@cityofhoschton.com>
Cc: Judy Smith <jsmith@jcwsa.com>
Subject: Draft Water Sales Agreement

Good afternoon Jennifer:

Attached is a draft version of our proposed water sales agreement. I have highlighted the paragraph added, per our conversation.

Please let me know if you see any issues with this agreement. We intend to present this to our Board at next Thursday's meeting.

Thanks,

Joey Leslie, PE SE PLS
General Manager

**Jackson County Water
& Sewerage Authority**
70 Authority Ave.
Jefferson, GA 30549
P 706-367-1741 ext. 227
E jleslie@jcwsa.com



jcwsa.com

GEORGIA, JACKSON COUNTY

THIS CONTRACT AND AGREEMENT made and entered into as of the _____, between the CITY OF HOSCHTON, a Georgia Municipal Corporation, (hereinafter referred to as "CITY"), and The JACKSON COUNTY WATER AND SEWERAGE AUTHORITY, a political subdivision of the State of Georgia, acting by and through its duly constituted Chairman and Board members, (hereinafter referenced to as "AUTHORITY".)

WITNESSETH:

WHEREAS, CITY has an existing water system serving its residents and desires to obtain a supply of water from AUTHORITY; and

WHEREAS, AUTHORITY owns and operates an entitlement share of the Bear Creek Reservoir Project and Water Treatment Plant for providing wholesale treated water to retail water distribution systems in the Jackson County region; and

WHEREAS, AUTHORITY is willing, within its ability, to provide CITY with a supply of water for distribution in its system; and

WHEREAS, AUTHORITY'S water supply is limited to Jackson's entitlement share at the Bear Creek Reservoir Project; and

WHEREAS, AUTHORITY is willing to sell and CITY desires to purchase from AUTHORITY water for distribution through the CITY'S system, as now existent and as hereafter added to, extended, and improved, in amounts as prescribed to meet its present and estimated future requirements for the period of time and under the terms and conditions as hereinafter set forth; and

WHEREAS, a water contract may be entered into by and between CITY and AUTHORITY pursuant to the provisions of Article IX, Section III, paragraph 1 of the Constitution of the State of Georgia; and

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between CITY and AUTHORITY, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally, and properly adopted all as same appear of record on the official minutes of the CITY Council of HOSCHTON, Georgia, and the Board Members of the Jackson County Water and Sewerage Authority, as follows:

1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for 18 months.

2. AUTHORITY'S RESPONSIBILITY TO SELL WATER TO CITY

For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, AUTHORITY agrees to sell and CITY agrees to purchase a maximum of 400,000 gallons per day of water from AUTHORITY, subject to the limits of the AUTHORITY'S water supply available at the discretion of the Manager of the Authority's water system, and subject to entitlement share of treated water from the Bear Creek Reservoir Project as well as the requirements of the agreements between the AUTHORITY and the Upper Oconee Basin Water Authority pertaining to the Bear Creek Reservoir Project. CITY may take said water from AUTHORITY'S Water System under the terms and conditions as set forth in this Agreement.

In the event CITY finds it necessary to purchase additional water from AUTHORITY and the Manager of AUTHORITY'S Water System determines in the exercise of his discretion that AUTHORITY'S Water System can supply the additional gallonage requested, said gallonage shall be supplied upon written authorization from the Manager of AUTHORITY'S Water System.

The water delivered by AUTHORITY shall meet EPD drinking water quality standards at the delivery point to the CITY's water system. AUTHORITY agrees to a maximum delivery flow of 270 gallons per minute. Delivery pressure to be a minimum of 60 PSI at the CITY's delivery point.

AUTHORITY shall provide and maintain a shut-off valve, meter, and appropriate backflow prevention device at the delivery point to the CITY'S Water System. The AUTHORITY's responsibilities as to water quality and delivery standards shall terminate at the delivery point to the CITY's water system.

3. CITY'S SYSTEM

CITY shall maintain its own storage, distribution, and delivery system to service its present or future customers and shall be responsible for billing and collecting water service charges from its customers.

CITY shall be responsible for meeting applicable water quality standards in CITY'S water distribution system on CITY'S side of metered delivery point. CITY shall be responsible for providing necessary measures to meet CITY'S system demands related to pressure and quantity that are higher than the water delivery conditions agreed to in Item 2 above.

4. METERS

AUTHORITY shall provide and maintain a water meter at the following connection points to the CITY'S system: Jackson Trail Road near the intersection of Indian Creek Road.

AUTHORITY shall furnish, operate and maintain at AUTHORITY'S expense an appropriate water meter to measure the water delivered by AUTHORITY to CITY at the point of delivery. AUTHORITY shall conduct at least annually appropriate tests to assure that the meter is accurately measuring the water delivered and provide CITY with written test results for all tests conducted. CITY shall have the right to review water meter accuracy test results and to request AUTHORITY to perform additional water meter tests at CITY'S expense to assure that it is accurately measuring the water delivered. AUTHORITY shall have the right to have its representative read said meter daily within such calendar month, if it so desires, and CITY may have a representative available in order that said meter may be jointly read. It is expressly provided, however, that AUTHORITY and CITY shall have the right to read said meter at such time or times within each calendar month as may be mutually agreeable. Should the representative of CITY fail or refuse to appear at the time agreed upon then AUTHORITY'S representative may read such meter and the reading so made shall be final, conclusive, and binding upon CITY.

In the event that it should appear during any month that said meter has failed to accurately measure the water passing through same, then and in that event the amount of water delivered by AUTHORITY to CITY during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter when properly functioning, and the total use of water by CITY during such period as determined by the individual retail meters of CITY less the amount processed by CITY'S own water system, making proper allowance for unaccounted for water used or otherwise obtained by AUTHORITY. However, in any event, AUTHORITY shall be obligated to have any malfunctioning meter repaired or replaced promptly.

5. RATE

CITY agrees to pay by the due date on the billing submitted by AUTHORITY for all water used based on the rate of \$3.25 per 1000 gallons. The CITY covenants and agrees that it shall purchase and pay for a minimum of 3,000,000 gallons per month, provided the AUTHORITY is able to deliver that amount of water during such month. The parties also covenant and agree that they shall use reasonable efforts to maintain a steady rate of flow of water purchased throughout each month. If CITY fails to purchase the required minimum volume of water, then JCWSA may adjust the purchase price of water purchased during the remaining term of this Agreement to a rate of \$5.00 per thousand gallons, provided however, that Authority shall give the City a ten (10) day notice to come into compliance with the requirements before the adjusted rate comes into effect.

CITY and AUTHORITY recognize and agree that the rates set forth above remain in effect through the 18-month term of this Contract.

AUTHORITY, however, covenants to operate and maintain, at all times its system in a businesslike manner and that it will undertake to maintain rates and collect fees and

charges on a uniform, reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations, and that such rates as far as practicable, shall be uniform in application to all retail water distribution systems consistent with the cost involved. It is further recognized and agreed by CITY, that all obligations herein imposed on AUTHORITY shall be performable by it solely from revenues derived from the operation of water system, as now existent and as hereafter added to, extended and improved.

6. PAYMENT

Should CITY fail to pay the amount of the bill for any water delivered to CITY by AUTHORITY within the period herein provided, then AUTHORITY shall have the right to cease delivering water to CITY at any time it elects to do so, provided fifteen (15) days' notice of intent to do so is given to CITY and CITY fails to make payment of all past due amounts, including a penalty of one and one-half percent (1-1/2%) per month, within such fifteen (15) day period. AUTHORITY shall not cease delivering water to CITY where there exists a good faith belief that a billing error has occurred, and the CITY meets its obligations hereunder with the exception of the disputed amount.

The obligation of CITY to pay for water delivered under this Agreement shall never be construed to be a debt of CITY requiring it to levy and collect a tax to discharge the same but shall be an operating charge of its water system ranking equally to charges for salaries, wages and other operating expenses of such

system. CITY covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water utilities furnished its customers sufficient to provide funds for the payment of all obligations of CITY under the Agreement.

7. SERVICE FAILURES

AUTHORITY agrees to operate AUTHORITY'S Water System in a reasonable and customary manner; however, interruptions of service may occur in which event AUTHORITY shall take all reasonable means to restore the system to operation as promptly as possible. Should interruptions and possible lowering of pressure occur without AUTHORITY'S negligence or intentional conduct, CITY shall be foreclosed from any action against AUTHORITY.

8. EMERGENCY RULES AND REGULATIONS

CITY agrees to comply with all rules and regulations which AUTHORITY has now or may in the future impose on its water customers during emergency circumstances. That may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing, and similar outdoor water uses.

9. FORCE MAJEURE

In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such inability shall be remedied with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government of people, civil disturbances, explosions, breakage or accidents to machinery or pipelines, partial or entire failure of water supply, inability on the part of AUTHORITY to deliver water hereunder or CITY to receive water hereunder on account of any other causes not reasonably within the control of the party claiming such inability. Should AUTHORITY'S ability to produce water be materially reduced by reason of force majeure, then AUTHORITY shall prorate the water available to it between AUTHORITY customers on the basis of their relative consumption during the preceding year and AUTHORITY shall not be obligated hereby to deliver to CITY any water in excess of its share under such proration.

10. REVENUE BOND LAW

The provisions of the REVENUE BOND LAW (Georgia Laws 1957, p. 36 et seq., as amended) amending the law formerly shown as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p. 761 et seq., as amended) are incorporated herein and made a part hereof.

11. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this Contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in no way affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

12. WAIVER

A failure to initiate action as to any breach shall not be deemed a waiver of that right of action and all such rights of action shall be cumulative.

13. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the parties hereto, any and all other agreements or contracts heretofore entered into by and between CITY and AUTHORITY

pertaining to the sale and supply of water from AUTHORITY'S Water System shall become and shall be null and void and of no force and effect.

14. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this Contract, or with reference to any matter connected with same, such disagreement or dispute may be submitted immediately to and decided by arbitrators if mutually agreed to by both parties. CITY shall appoint one arbitrator and AUTHORITY one arbitrator, and the two of the three so appointed shall select a third arbitrator, and two of the three so chosen shall control and their decision in the matter shall be binding on both of the parties hereto, without recourse. Provided, that if the two arbitrators first chosen cannot agree on a third, then such third arbitrator shall be appointed by a Judge of the Superior Court of Jackson County upon application of either of the parties hereto. Each of said arbitrators shall be professional with experience in water production and distribution.

15. PLACE OF EXECUTION

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia Law. The parties acknowledge that this Contract is executed in Jackson County, Georgia and each party hereby consents to the Jackson County Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in Jackson County Superior Court.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written.

CITY OF HOSCHTON

By: _____
Mayor Debbie Martin

ATTEST BY:

Jennifer Harrison, City Manager/City Clerk

Abbott S. Hayes, Jr., City Attorney

(SEAL)

JACKSON COUNTY WATER AND SEWERAGE AUTHORITY

By: _____
Authority Manager

ATTEST BY:

Board Secretary

(SEAL)

LINE ITEM #2

IGA –

HOSCHTON PARK

AGREEMENT FOR USE OF HOSCHTON PARK

THIS AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2025 ("Effective Date") by and amongst Jackson County, acting by and through its Board of Commissioners, (hereinafter referred to as the "County"), the Braselton Public Facilities Authority, (hereinafter referred to as "PFA"), the Town of Braselton (hereinafter referred to as "Braselton"), and the City of Hoschton, acting by and through its Mayor and Council (hereinafter referred to as "Hoschton"). This Agreement shall be construed as an Intergovernmental Agreement pursuant to Ga. Const. (1983) art. IX, § III, para. I(a).

WITNESSETH:

WHEREAS, the County, PFA, Braselton, and Hoschton desire to provide for the operation of a park commonly known as Hoschton Park located in Hoschton and on property owned in part by Hoschton and in part by the PFA, all as more particularly identified by Jackson County tax parcels 119 022 and B01 016A (hereinafter referred to as the "Hoschton Park Area" or "Property");

WHEREAS, the primary vehicular access to the Property is through Jackson County tax parcel B01 016, which is owned by the PFA and has multiple egress points to Georgia State Highway 53; and

WHEREAS, the joint use of Hoschton Park by citizens of the County, Hoschton and Braselton will be beneficial to all parties; and

WHEREAS, Braselton, through its PFA, and Hoschton desire to enhance the Property and its use for the benefit of the community and hereby establish the following areas (the "Use Areas"), which are described hereinbelow and further illustrated in the attached Use Area Exhibit A for the purpose of entering into one or more exclusive and/or non-exclusive lease agreements governing their use. The Use Areas are:

Gym Area. The building and surrounding land commonly referred to as the Braselton Historic Gymnasium (the "Gym").

School Area. The school building and contiguous land/play areas formerly known as the West Jackson Primary School (the "School")

Gym Parking Area. The parking area contiguous to the Gym with multiple egress points to Henry Street (the "Gym Parking Lot")

Main Parking Area. The parking area contiguous to the School with multiple egress points to Georgia State Highway 53 (the "Main Parking Lot"). The Main Parking Lot provides vehicular and pedestrian access to Hoschton Park.

Hoschton Park Area. All the recreation land, including the fields, concessions, restrooms, and the walking path surrounding the park perimeter located to the south of the Main Parking Lot. (the "Park"); and

WHEREAS, the Town of Braselton has previously transferred parcels B01 016 and B01 016A to the PFA; and

WHEREAS, the PFA has leased the certain Use Areas to National Heritage Academies, Inc., a Michigan corporation, which may be organized or incorporated for purposes of operating a charter school (hereinafter referred to as "NHA");

WHEREAS, the County currently operates the Hoschton Park Area as part of its Parks and Recreation Department; and

WHEREAS, the Parties want to jointly use the Hoschton Park Area and to establish their respective rights and obligations as they relate to the Property and the Main Parking Lot; and

NOW, THEREFORE, the parties for and in consideration of the mutual covenants, agreements, and promises contained herein do hereby agree as follows:

1. LEASES AND RESERVATION OF RIGHTS. Hoschton and the PFA non-exclusively lease to the County and the PFA the Hoschton Park Area, while reserving to themselves certain rights to use said property for recreational purposes as set forth herein.

The PFA hereby provides to the County and Hoschton non-exclusive access to and use of the Main Parking Area for parking and pedestrian and vehicular access to the Hoschton Park Area.

2. TERM AND PRIOR AGREEMENT. The term of this Agreement shall be for a period of forty (40) years from the Effective Date. As of the Effective Date of this Agreement, that certain Intergovernmental Lease Agreement dated July 28, 2009 between the same parties is terminated, of no further effect, and superseded by this Agreement.

3. ASSIGNABILITY. The rights and obligations contained in this Agreement may be assigned by the PFA to a subsequent owner. Such assignment shall be in writing, executed by both assignee and assignor in a manner substantially similar to this Agreement, and shall not require the approval of the County or Hoschton. Upon assignation, the assignee shall provide notice to the County and Hoschton in the manner prescribed for the provision of other notices under this Agreement. Upon assignation, any obligations of Braselton under this Agreement shall remain. The Parties acknowledge that the PFA's rights and obligations in the Agreement may be exercised or performed by NHA by virtue of a separate lease between the PFA or a subsequent owner and NHA. However, any such rights and obligations between the PFA, a subsequent owner and NHA shall be enforced through such lease and shall not impact this Agreement between the PFA, the County, and Hoschton. The County and Hoschton have no right to assign this Agreement without the express and written consent of Braselton, which consent shall not be unreasonably withheld.

4. USE OF THE PROPERTY. The Parties agree that the County will renovate, maintain and operate the Property for recreational purposes, sporting events, and other events under the terms and conditions set forth herein. Access to the Hoschton Park Area shall be provided to the Parties and their citizens by Braselton through the Main Parking Area.

The PFA shall have the right to reconfigure the Gymnasium Parking Lot and Main Parking Lot at its own expense and shall be responsible for the repairs, maintenance, landscape

maintenance, utilities, striping, periodic sealing, and associated costs for those parking lots. Notwithstanding the foregoing, the County shall reimburse the PFA for 50% of the actual costs of fully repaving the Main Parking Lot not more often than once every fifteen (15) years.

Hoschton shall have no responsibility, during the term of this Agreement, for any maintenance or other costs related to the Property, with the sole exception that citizens of Hoschton shall pay any reasonable fees charged by the County for use of the Property through the County's Parks and Recreation Department. The County shall not charge higher fees to citizens of Braselton or Hoschton for use of the Property than the County charges citizens outside the municipal limits of Braselton and/or Hoschton.

5. RESPONSIBILITIES. The County shall be responsible for paying for the water and sewer service to the Hoschton Park Area. Said water and sewer service shall be provided by whichever Party or Parties has historically provided such service based on the agreed upon service areas. Any charges to the County for such services shall be reasonable and customary.

6. COST OF OPERATION. The County will pay all costs of operation and maintenance of Hoschton Park Area during the term of this Agreement. The County shall have the right to operate the concession stand at Hoschton Park and shall retain any fees earned from the operation of the concession stand.

7. USE DURING SCHOOL YEAR. The PFA shall have the first priority of use of the Hoschton Park Area and the Main Parking Area during regular school hours on school days as published annually in the School's calendar. For the purposes of this Agreement, school hours shall be from 6:00 a.m. to 5:30 p.m., Monday through Friday during the calendar months of operation published each year (the "School Hours"). The Hoschton Park Area will be open to the public for the use of its facilities, including the track, playground, restrooms, and fields, during School Hours and at other times established by Jackson County Parks and Recreation. All field use during School Hours shall be scheduled through Jackson County Parks and Recreation. The fields may be closed periodically for regular maintenance by Jackson County Parks and Recreation as needed during the year. The school and the public will be notified when this occurs.

8. COUNTY PARKS AND RECREATION USE. At all other times except for School Hours, the County Parks and Recreation Department shall control the operation and scheduling of the Hoschton Park Area. All events will be scheduled through the Parks and Recreation Department. All events will be held under the rules and regulations then in effect for the Parks and Recreation Department. A sign shall be posted at the Property setting forth the Rules and Regulations and a contact number for scheduling events. Hoschton, Braselton or NHA's use of the Hoschton Park Area, when scheduled through the County, shall be at no cost.

9. PARKING LOT USE. The Gym Parking Lot and the Main Parking Lot are intended to provide standard vehicle and pedestrian access for all operating activities and events occurring in the Gym, School, and Hoschton Park Areas. The PFA may establish "Rules and Regulations" intended to avoid damage to the Parking Lots, govern conflicting uses, and

promote the safe and efficient use of the Parking Lots at all times. Any use of the Parking Lots for activities other than parking, pick-up and drop-off, and ingress/egress to the campus shall be considered a Special Event ("Special Event"). All Special Events shall be scheduled in advance with and approved by the PFA, which approval shall not be unreasonably withheld. No Special Events may be scheduled by the County in the Parking Lot Areas, Hoschton Park Area, or the Gymnasium Area during School Hours.

There shall be no restriction or prohibition against events being held in the school building outside of School Hours, and the parties acknowledge the PFA has a right to exclusive use of the Gymnasium up to 25 times per year, outside of School Hours, under a separate agreement with the County (the "School Events"), The School Events shall have unrestricted use of the Main Parking Lot, without diminishing the use and access rights granted to the County and Hoschton under this Agreement. As early as reasonably possible, all parties agree to coordinate and communicate with each other about planned events, including School Events, that could result in the use of the Main Parking Lot beyond its capacity.

10. NOTICES. Any notice or other communication permitted or required under this Agreement is to be in documented form. Any notice may be delivered personally, or by United States first class mail, or by Postal Service or commercial overnight document delivery service, or may be transmitted by email, to the party at the address set forth hereunder. Any notice given under this Agreement is deemed to have been given on the date dispatched or transmitted, or if given personally, on the date such notice document was personally delivered. The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered pursuant to this paragraph.

COUNTY:
Jackson County
67 Athens Street
Jefferson, GA 30549
Attn: County Manager

w/ a copy to:
Charles M. Ferguson, Jr., County Attorney
Atkinson Ferguson, LLC
118 Court Street
Monroe, GA 30655
cferguson@atkinsonferguson.com

The PFA:
Braselton Public Facilities Authority
Attn: Town Manager
4982 Highway 53
Braselton GA 30517

w/ a copy to:
Gregory D. Jay, Town Attorney
Chandler, Britt & Jay, LLC
4350 South Lee Street
Buford, Georgia 30518

BRASELTON
Town of Braselton
Attn: Town Manager
4982 Highway 53
Braselton, GA 30517

w/ a copy to:
Gregory D. Jay, Town Attorney
Chandler, Britt & Jay, LLC
4350 South Lee Street
Buford, Georgia 30518

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

w/ a copy to:
Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
200 E.E. Butler Parkway
P.O. Box 1457
Gainesville, GA 30503

11. GOVERNING LAW. This Agreement is being executed and delivered in the State of Georgia and shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

12. MISCELLANEOUS.

(A) To the extent allowed by law, the County shall indemnify and hold Hoschton and the PFA harmless from any and all claims arising from the use of Hoschton Park along with use of the Main Parking Lot, the Gym, or the Gym Parking Lot by the County. The County agrees to defend Hoschton and the PFA from any claims arising from the County's use of Hoschton Park along with use of the Main Parking Lot, the Gym or the Gym Parking Lot by the County or its patrons for recreational purposes, including without limitation, attorneys' fees and court costs.

(B) To the extent allowed by law, the PFA shall hold Hoschton and the County harmless from any and all claims arising from the use of Hoschton Park along with the use of the School, the Main Parking Lot, the Gym and the Gym Parking Lot during School Hours or whenever Hoschton Park, the School, the Main Parking Lot, the Gym or the Gym Parking Lot is used by Braselton. Braselton agrees to defend Hoschton and the County from any claims arising from the use of Hoschton Park

along with the use of the School, the Main Parking Lot, the Gym or the Gym Parking Lot for recreational purposes, physical education, sporting events, and school events during School Hours or whenever Hoschton Park, the School, the Main Parking Lot, the Gym or the Gym Parking Lot is used by the PFA, including without limitation, attorneys' fees and court costs.

(C) To the extent allowed by law, Hoschton shall hold the County and the PFA harmless from any and all claims arising from the use of Hoschton Park, the Main Parking Lot, the Gym or the Gym Parking Lot) by Hoschton. Hoschton agrees to defend and hold harmless the County and the PFA from any and all claims arising from Hoschton's use of Hoschton Park (along with use of the School, the Main Parking Lot, the Gym, or the Gym Parking Lot), including without limitation, attorneys' fees and court costs.

(D) The Parties agree to maintain a sufficient liability insurance policy on their use of Hoschton Park and will name the other Parties as additional insureds on said policy to enable them to meet their obligations pursuant to this section of the Agreement.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and shall not be modified or amended except by instrument signed by all of the parties hereto. The parties represent and warrant to each other that this Agreement has been approved by action of their governing bodies in duly-called public meetings.

14. COUNTERPARTS. This Agreement may be executed by the parties in one or more counterparts or by one or more copies delivered by electronic transmission, and all of which, when taken together, shall constitute one and the same original of this Agreement.

15. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

16. NEUTRALITY. This Agreement is not to be construed or interpreted in favor of any particular Party but is to be construed as if drafted collaboratively by all Parties to the Agreement.

17. ARTICLE AND PARAGRAPH HEADINGS. The headings of the several Articles and Paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such Articles and Paragraphs.

18. FORCE MAJEURE. Whenever a period of time is herein provided for a Party to do or perform any act or thing, the Party shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations.

19. TIME OF ESSENCE. Time is of the essence of all the terms, provisions, covenants, and conditions of this Agreement.

20. AUTHORITY. Each Party hereby certifies that it has all necessary authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution, this Agreement will be a valid and binding obligation of each Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____ (SEAL)
Marty Clark, Chairman

Attest: _____
Ericka Johnson, Deputy Clerk

Approved as to Form:

Charles M. Ferguson, Jr.
County Attorney

CITY OF HOSCHTON

By: _____
(SEAL) Debbie Martin, Mayor

Attest: _____
Jennifer Kidd-Harrison
City Manager and Clerk

Approved as to Form:

Abbott S. Hayes, Jr.
City Attorney

**BRASELTON PUBLIC FACILITIES
AUTHORITY**

By: _____ (SEAL)
Larry Monroe, Chairman

Attest: _____
Jennifer Scott
Town Manager and Clerk

Approved as to Form:

Gregory D. Jay
Authority Attorney

TOWN OF BRASELTON

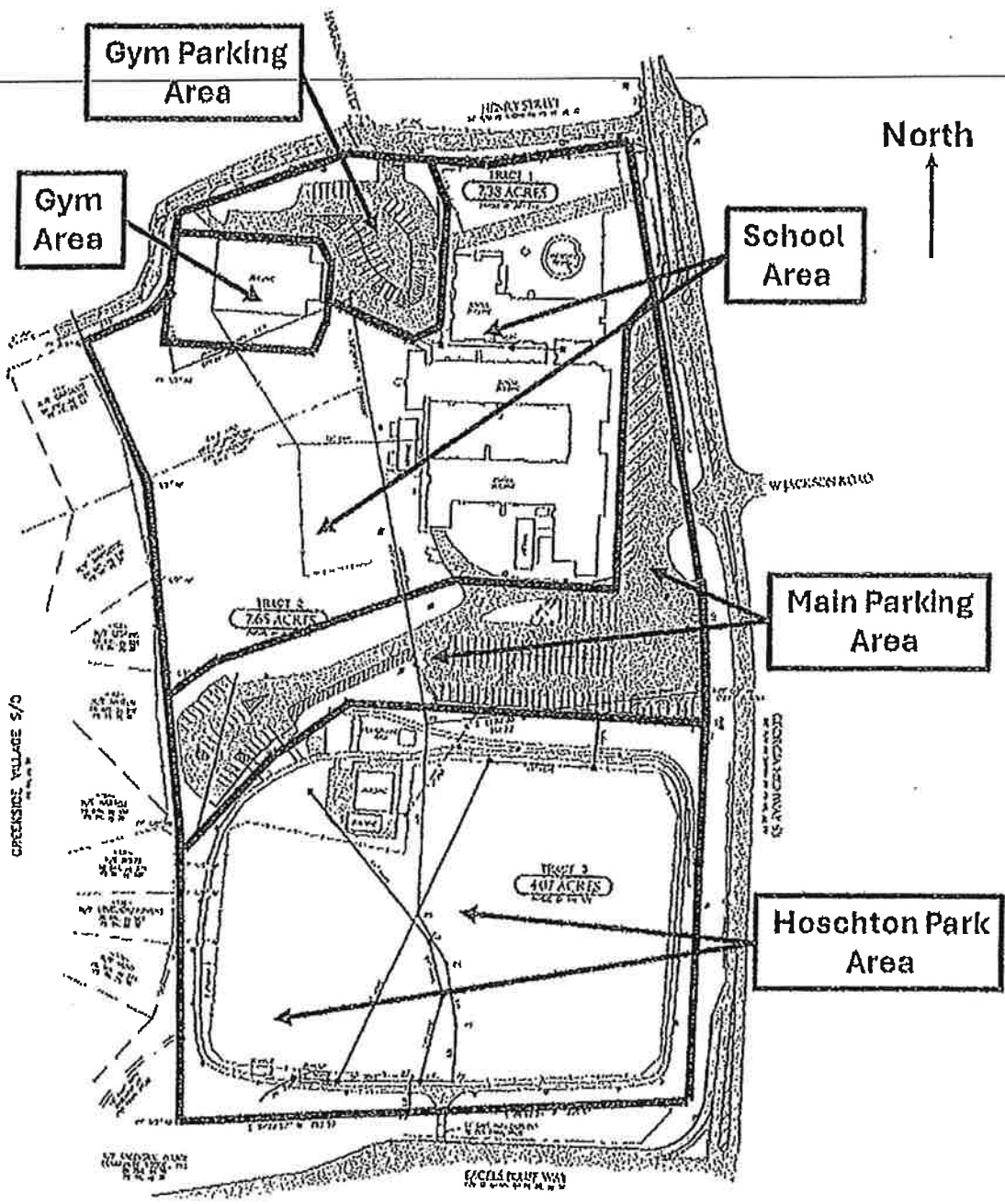
By: _____ (SEAL)
Kurt Ward, Mayor

Attest: _____
Jennifer Scott
Town Manager and Clerk

Approved as to Form:

Gregory D. Jay
Town Attorney

EXHIBIT "A"
USE AREAS



LINE ITEM #3

RESOLUTION 2025-08:
PERSONNEL POLICY UPDATE
RETIREMENT PLAN

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2025-08

**A RESOLUTION ADOPTING AN AMENDMENT TO THE PERSONNEL POLICY
REGARDING THE EMPLOYEE RETIREMENT PLAN**

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 adopted a new employee defined benefit retirement plan and wishes the change to be reflected within Section 10.4 of the personnel policy “Retirement Plan” 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 _____ day of _____, 2025.

Debbie Martin, Mayor

ATTEST:

City Clerk

"Exhibit A"

10.4 RETIREMENT PLAN

The City offers a Defined Benefit Retirement Plan for eligible employees, administered through the Georgia Municipal Employees Benefit System. All contributions to the plan are paid by the City.

Current policy (related to previous Simple IRA plan)

10.4 DEFERRED COMPENSATION PLAN

The City of Hoschton offers a Deferred Compensation Plan for eligible employees. The City matches up to 3% of the employee's contributions into plan after they have met their 90 day probationary period requirement. Employer contributions to plan are considered vested at 100% after the employee has been with the City for 24 months. The City does not and cannot represent or guarantee that any federal or state income, payroll or other tax consequence will occur by reason of an employee's participation in this plan. A participant should consult with their own attorney or other representative regarding all tax or other consequences of participation in this plan.

LINE ITEM #4

RESOLUTION 2025-09:
GEORGIA CITIES WEEK

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2025-09

**A RESOLUTION OF THE CITY OF HOSCHTON RECOGNIZING GEORGIA CITIES WEEK,
APRIL 21-26, 2025, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE
CELEBRATION AND CORRESPONDING ACTIVITIES**

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is an important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Hoschton declares April 21-26, 2025 as Georgia Cities Week.

BE IT FURTHER RESOLVED THAT the City of Hoschton encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Adopted this 20th day of March, 2025.

Debbie Martin, Mayor

Jennifer Harrison, City Clerk

LINE ITEM #5

TA – TEXT AMENDMENT
SIGN ORDINANCE

CITY OF HOSCHTON
STATE OF GEORGIA

ORDINANCE TA-25-01

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HOSCHTON, GEORGIA, BY REVISING SECTIONS 43-109, 43-110, 43-110, AND 43-134; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR CODIFICATION; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Councilmembers desire to amend Chapter 43 relating to Signs and Advertising Devices through this Ordinance in order to address concerns expressed by citizens and elected officials of the City of Hoschton.

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

Section 1.

Section 43-109 of the Hoschton Code of Ordinances is amended by adding the following subsections as follows:

(c) Signs shall be externally illuminated.

(d) The light from any illuminated sign shall not be of an intensity of brightness that interferes with the peace, comfort, convenience, or general welfare of residents or occupants of adjacent or nearby properties.

(e) No sign shall have blinking, flashing, or fluctuating lights or other illuminating devices that have a changing light intensity, brightness, or color.

(f) Illumination shall be by a steady stationary light source, shielded and directed solely at the sign. Light fixtures shall be restricted to not more than one shielded light fixture per side for signs up to 40 square feet and not more than two shielded light fixtures per side for signs over 40 square feet.

(g) Light sources to illuminate signs shall neither be visible from any street-right-of-way, nor cause glare hazardous to pedestrians or vehicle drivers or so as to create a nuisance to adjacent properties. All ground-mounted lighting must be obscured by landscaping approved by the Zoning Administrator or his/her designee.

(h) Signs shall not have light-reflecting backgrounds but may use light-reflecting lettering or halo lighting.

(i) Lamps shall only produce a white light.

Section 2.

Section 43-110 of the Hoschton Code of Ordinances is amended by deleting Table 43-1 in its entirety and substituting in its place the following:

Table 43-1 Maximum Ground Sign Height

Type of Sign	Commercial	Industrial	Institutional	Agricultural/ Residential	Vacant	PUD/Mixed Use
	Max. height (ft.)	Max. height (ft.)	Max. height (ft.)	Max. height (ft.)	Max. height (ft.)	Max. height (ft.)
Principal ground signs	12	12	12	10	10	See Sec. 43-137
Accessory and all other ground signs where permitted	8	8	8	6	6	See Sec. 43-137

Section 3.

Subsections (a) and (b) of Section 43-111 of the Hoschton Code of Ordinances are amended by deleting them in their entirety and substituting in their place the following:

- (a) One principal ground sign per property frontage shall be permitted for each lot used for commercial, industrial, or institutional uses, not to exceed 72 square feet.
- (b) Signs greater than 60 square feet shall not exceed 12 feet in width.

Section 4.

Section 43-134 of the Hoschton Code of Ordinances is amended by adding the following subsection as follows:

- (c) Materials, colors, and shapes of proposed signs shall be complementary to the related buildings and to nearby structures and signs. Sign colors shall be non-reflective and shall not contain fluorescent colors.

Section 5.

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

Section 6.

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 7.

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

Section 8.

It is the intent of City Council that this ordinance be integrated into the Code of Ordinances of the City of Hoschton. To that end, the provisions of this ordinance may be renumbered or reorganized to effectuate that intent.

So ORDAINED, 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:

Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney
4929-3954-6917, v. 3

LINE ITEM #6

BID 2025-001

OAK STREET PARK



Memorandum

To: Honorable Mayor and City Council

From: Tiffany Wheeler, Finance Director

Date: March 5, 2025

Re: Oak Street Project

As you know, the City recently solicited proposals for project design of the Oak Street Park through an RFP process. We had one Company (Cranston Engineering) submit examples of comparable parks, unfortunately the estimated budgets were well beyond what we are looking to spend on this project.

The staff recommendation is that we continue to work with Mayor and Council on what we can do on this park area and present something at a later time.

LINE ITEM #7

BID 2025-002

MULBERRY DEMOLITION



Memorandum

To: Honorable Mayor and City Council

From: Tiffany Wheeler, Finance Director

Date: March 5, 2025

Re: Mulberry House Demo

As you know, the City recently solicited proposals for the demolition of the Mulberry House through an RFP process. We had ten companies submit bids. Myself, the City Manager, and our Engineering group reviewed each submittal for completeness.

The staff recommendation for this project is Complete Demolition Services for \$39,399.00.

LINE ITEM #8

Wildflower At the Villages
Request for Speed Tables

March
Agenda

Stephanie Myers
Wildflower At the Village HOA
Hoschton, GA 30548

City Clerk & City Council Members
City of Hoschton
79 City Square
Hoschton, GA 30548

Dear City Clerk,

Please accept this application, letter and Petition of signatures to begin the process of adding traffic calming devices for our neighborhood. We would like to request a couple of speed humps to be installed as quickly as possible.

Our neighborhood has complained multiple times of people who do not live in Wildflower that speed through our streets using it as a cut through for other neighborhoods, the softball fields and the city streets.

We have been told we can not put a neighborhood gate in because of emergency vehicles. We have been told that the police can not pull over speeders in the neighborhood because of the DOT.

We in this neighborhood are very concerned for the children that play and ride bikes here and we are certain it is only a matter of time before a serious accident occurs and someone is needlessly injured or worse.

We have had 2 cars hit while parked on the street in the last couple of years. The city added a stop sign to help us and many people driving through the neighborhood barely stop. We have seen speeds of up to 40 – 50 miles per hour. We even see delivery people rapidly moving through without pause to look for a child.

We beg of you to please help our families in our neighborhood stay safe.

I look forward to hearing from you on next steps to begin the process.

Sincerely,



Stephanie Myers
HOA of Wildflower at the Village President
(404) 247-1408
stephanie@wildfloweratthevillage.com
sjkmyers@icloud.com

APPENDIX A

TRAFFIC CALMING DEVICE PETITION FORM

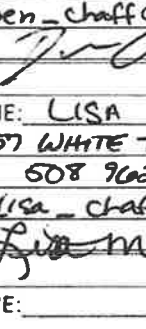
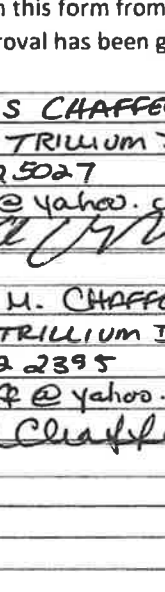
The undersigned property owners understand that the purpose of this form is to measure community interest in approving traffic calming device installation in their neighborhood. It is further understood that an acceptance of 60% or more of signatures on this form from residents on the street or community signifies to the City that sufficient neighborhood approval has been generated for consideration and approval for installati

PRINTED NAME: <u>Cailey Loudermilk</u> ADDRESS: <u>121 White Trillium</u> PHONE: <u>770-826-0098</u> EMAIL: <u>caileystevens@icloud.com</u> SIGNATURE: <u>Cailey Loudermilk</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Ralph TYNER</u> ADDRESS: <u>390 WHITE TRILLIUM DR</u> PHONE: <u>478-396-5205</u> EMAIL: <u>RLTYNER615@icloud.com</u> SIGNATURE: <u>Ralph Tyner</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Linda Hughes</u> ADDRESS: <u>701 Mayapple Walk</u> PHONE: <u>4-450-2224</u> EMAIL: <u>Lhughes62002@gmail.com</u> SIGNATURE: <u>Linda Hughes</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Geethy Horney</u> ADDRESS: <u>153 White Trillium Drive</u> PHONE: <u>(678)414-4157</u> EMAIL: <u>horneygeeth@gmail.com</u> SIGNATURE: <u>Geethy Horney</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
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PRINTED NAME: <u>DENNIS CHAFFEE JR</u> ADDRESS: <u>257 WHITE TRILLIUM DR</u> PHONE: <u>508 962 5027</u> EMAIL: <u>Den_chaff@yahoo.com</u> SIGNATURE: <u></u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>LISA M. CHAFFEE</u> ADDRESS: <u>257 WHITE TRILLIUM DR</u> PHONE: <u>508 962 2395</u> EMAIL: <u>Lisa_chaff@yahoo.com</u> SIGNATURE: <u></u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
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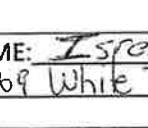
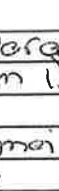
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PRINTED NAME: <u>Rithm Capital Corp</u> ADDRESS: <u>201 White Trillium Dr. Hoschton, GA 30548</u> PHONE: _____ EMAIL: <u>compliance@adoorpm.com</u> SIGNATURE: <u>Jasmine Randle</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Rithm Capital Corp</u> ADDRESS: <u>714 Mayapple Walk, Hoschton, GA 30548</u> PHONE: _____ EMAIL: <u>compliance@adoorpm.com</u> SIGNATURE: <u>Jasmine Randle</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Rithm Capital Corp</u> ADDRESS: <u>845 Sassafras Lane, Hoschton, GA 30548</u> PHONE: _____ EMAIL: <u>compliance@adoorpm.com</u> SIGNATURE: <u>Jasmine Randle</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Rithm Capital Corp</u> ADDRESS: <u>825 Sassafras Lane, Hoschton, GA 30548</u> PHONE: _____ EMAIL: <u>compliance@adoorpm.com</u> SIGNATURE: <u>Jasmine Randle</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Rithm Capital Corp</u> ADDRESS: <u>233 White Trillium Dr, Hoschton, GA 30548</u> PHONE: _____ EMAIL: <u>compliance@adoorpm.com</u> SIGNATURE: <u>Jasmine Randle</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
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PRINTED NAME: <u>Israel Alvarado</u> ADDRESS: <u>169 White Trillium Dr</u> PHONE: _____ EMAIL: <u>alvaradoisre2@gmail.com</u> SIGNATURE: <u></u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Brandon @ver123</u> ADDRESS: <u>459 White Trillium Dr.</u> PHONE: _____ EMAIL: <u>brandonwb@gmail.com</u> SIGNATURE: <u></u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
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PRINTED NAME: <u>Jennifer Koff</u> ADDRESS: <u>246 White Trillium Dr.</u> PHONE: <u>678-889-9909</u> EMAIL: <u>jkkoff@gmail.com</u> SIGNATURE: <u>Jennifer Koff</u>	PRINTED NAME: <u>VALENTIN PLAMADEIRA</u> ADDRESS: <u>105 WHITE TRILLIUM DR</u> PHONE: <u>331-803-8338</u> EMAIL: <u>vika-plamadeira@yahoo.com</u> SIGNATURE: <u>[Signature]</u>
PRINTED NAME: <u>Gabrielle Vasquez</u> ADDRESS: <u>89 White Trillium Dr.</u> PHONE: <u>770-256-4932</u> EMAIL: <u>gabrielle.e.vasquez@gmail.com</u> SIGNATURE: <u>[Signature]</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
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PRINTED NAME: <u>Joe Bou</u> ADDRESS: <u>260 White Trillium Dr</u> PHONE: <u>718 909 5030</u> EMAIL: <u>Joe Bou 6020@gmail.com</u> SIGNATURE: <u>Joe Bou</u>	PRINTED NAME: <u>Ron Taylor</u> ADDRESS: <u>240 White Trillium</u> PHONE: <u>770-912-2525</u> EMAIL: <u>rtaylor70@aol.com</u> SIGNATURE: <u>[Signature]</u>
PRINTED NAME: <u>Angela Camp</u> ADDRESS: <u>865 Sassafras Ln.</u> PHONE: <u>770 363-0331</u> EMAIL: <u>acam.camp@gmail.com</u> SIGNATURE: <u>Angela Camp</u>	PRINTED NAME: <u>Stephanie Myers</u> ADDRESS: <u>176 White Trillium Dr.</u> PHONE: <u>404 247 1408</u> EMAIL: <u>SKMYERS@Tcloud.com</u> SIGNATURE: <u>[Signature]</u>
PRINTED NAME: <u>Candice Couturier</u> ADDRESS: <u>40 White Trillium Dr</u> PHONE: <u>770-403-9410</u> EMAIL: <u>Candice@ortego@yahoo.com</u> SIGNATURE: <u>[Signature]</u>	PRINTED NAME: <u>Wendi Nielsen</u> ADDRESS: <u>185 White Trillium Dr.</u> PHONE: <u>(770)540-1275</u> EMAIL: <u>Nielsens.2003@gmail.com</u> SIGNATURE: <u>Wendi Nielsen</u>
PRINTED NAME: <u>Timothy Sully</u> ADDRESS: <u>198 White Trillium Dr</u> PHONE: <u>508 333 5909</u> EMAIL: <u>TPSULLY3000@msa.com</u> SIGNATURE: <u>[Signature]</u>	PRINTED NAME: <u>Kevin Bogus</u> ADDRESS: <u>336 White Trillium Dr.</u> PHONE: <u>(470) 259-1303</u> EMAIL: <u>Kbogus03@gmail.com</u> SIGNATURE: <u>[Signature]</u>
PRINTED NAME: <u>Christy Wozniak</u> ADDRESS: <u>619 Little Bluestem Trl</u> PHONE: <u>078 - 315 - 0673</u> EMAIL: <u>christy.wozniak@gmail.com</u> SIGNATURE: <u>Christy Wozniak</u>	PRINTED NAME: <u>Angely Blue</u> ADDRESS: <u>282 White Trillium Dr</u> PHONE: <u>078 207 8047</u> EMAIL: <u>Cred11967@gmail.com</u> SIGNATURE: <u>[Signature]</u>
PRINTED NAME: <u>Eddie Latham</u> ADDRESS: <u>273 White Trillium Dr</u> PHONE: <u>770. 377.4080</u> EMAIL: <u>Beth Latham@gmail.com</u> SIGNATURE: <u>Eddie Latham</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____
PRINTED NAME: <u>Kyle Braudson</u> ADDRESS: <u>20 White Trillium Dr.</u> PHONE: <u>207-459-0576</u> EMAIL: <u>Kyleb4345@gmail.com</u> SIGNATURE: <u>[Signature]</u>	PRINTED NAME: _____ ADDRESS: _____ PHONE: _____ EMAIL: _____ SIGNATURE: _____



The red lines are the requested area that they would like Speedhumps.